Planning Commission

Ranson City Hall
312 S. Mildred Street, Ranson,WV 25438
www.cityofransonwv.net

Special Meeting

Agenda	Wednesday, October 18, 2017 • 6:00 PM	Council Chamber

I. CALL TO ORDER

II. ACCEPTANCE OF AGENDA

III. APPROVAL OF MINUTES

IV. OFFICERS & COMMITTEE REPORTS

V. SPECIAL ORDER

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

1. Roxul USA, Inc. Site Plan
2. Briar Run Development Agreement

VIII. ANNOUNCEMENTS & ADJOURNMENT

1. The next Planning Commission Meeting is tentatively scheduled for Monday, November 6, 2017.

Planning Commission
312 South Mildred Street
Ranson WV, 25438
REQUEST FOR COMMISSION ACTION www.cityofransonwv.net

TO: Planning Commission

FROM: Maria Dula, Associate Planner

SUBJECT: Roxul USA, Inc. Site Plan

On September 11, 2017 Staff presented a report to the Planning Commission on the Roxul USA, Inc. Site Plan application. At this meeting, we are presenting a report for an approval to that said site plan.

Background on Jefferson Orchards:

In December of 2004 Jefferson Orchards was annexed into the City of Ranson. In March of 2012 Jefferson Orchard was rezoned to Smart Code New Community (SC-NC). On July 11, 2017, a rezoning application and Land Development Plan and Plat application was brought forward to the Planning Commission for the Jefferson Orchards property. The rezoning was recommended for approval to the City Council. The City Council held meetings on August 15, 2017 and September 5, 2017 at its final reading for adoption under ordinance # 2017-302. The Land Development Plan and Plat was combined in the process pursuant to Chapter 19a:

> *Article 1.3.4:*
>
> *An applicant for a SmartCode-New Community District may elect to combine their rezoning and land development plan processes.*

Site Pan Application:

The Trasher Group, Inc. has submitted a site plan application to Community Development, for the construction of the ROXUL USA Inc., facility. The ROCKWOOL Group is the world's leading manufacturer of stone wool insulation. They offer a full range of high-performing and sustainable insulation products for the construction industry. The proposed site will be built on the parcel known as Jefferson Orchards. The project land use will be as follows: 107.9 acres of green space, 13.6 acres of asphalt, 8.99 acres of building, 5.6 acres of concrete, and .89 acres of unpaved areas. The development has been found to be compliant with the City of Ranson's Comprehensive Plan. The site is zoned Special District Industrial (SDI). And the proposed development fulfills the purpose of this zoning district and includes allowed uses.

Site Plan Report:

There were some technical engineering issues identified through the review. The applicant continues to work through the coordination of the new road design with the Department of Highways (DOH) and with all the utilities companies. The approval today is for the site plan. Staff will continue to work with the applicant to get a complete construction set ready for development.

Staff has reviewed the final site plan and finds it to be substantially complaint to Chapter 19A and recommends an approval.

Attachments:

Final Site Plan

We have included correspondence of a neighboring property owner. Please review.

Attachments:

1. **PC RANSON DRAWING-FINAL SITE PLAN 10-16-17**
2. **Adam Family Comment Letter**
3. **AdamsFamily.Reply.Oct.2017**
4. **ROXUL letter response fromHazelfield 10-09-17**

1. Review report.

2. Make inquiries; offer input to Staff.

3. Motion to **Approve the Site Plan for Roxul USA, Inc.**

4. If approved, the President is authorized to sign the resolution.

RAN 5 PROJECT
ZONING - SPECIAL DISTRICT INDUSTRIAL (SDI)
HEAVY MANUFACTURING AND INDUSTRIAL USES

TABLE 23.B SDI STANDARDS

A. BUILDING PLACEMENT

REQUIRED		PROVIDED
i. Front Setback (Principal)	30 ft. min.	119 ft.
ii. Front Setback (Secondary)	30 ft. min.	n/a
iii. Side Setback	24 ft. min.	828 ft.
iv. Rear Setback	24 ft. min.	704 ft.
ENCROACHMENTS		
i. Setback Encroachments		
Stoop, Lightwell or Terrace	n/a	n/a
ii. Sidewalk Encroachments		
Awning or Gallery	n/a	n/a
iii. Encroachment Depths		
Balcony and/or Bay Window	n/a	n/a
Stoop, Lightwell or Terrace	n/a	n/a
Gallery	n/a	n/a
Awning	n/a	n/a

B. BUILDING FORM

REQUIRED		PROVIDED
PRINCIPAL BUILDING		
Stories	n/a	n/a
To Eave / Parapet	125' or through waiver	114.83 ft.
MASS		
Lot Width	n/a	n/a
Lot Coverage	60% max.	7%
Facade Buildout at Setback	n/a	n/a

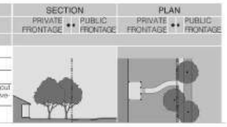
PARKING REQUIREMENTS

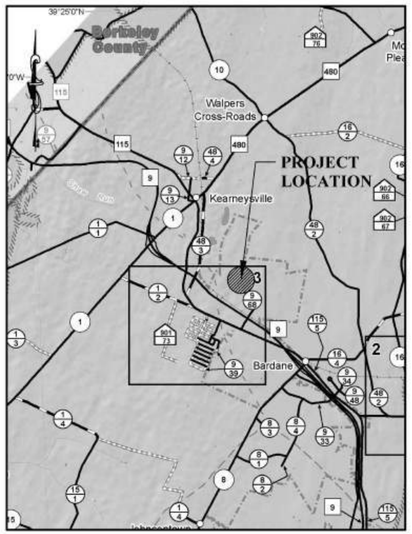
USE	REQUIRED MINIMUM PARKING	PROVIDED PARKING
INDUSTRIAL MANUFACTURING	1.5 PER 2 EMPLOYEES 1 PER MANAGER 69 TOTAL SPACES	140 + 6 HANDICAP & 1 VAN ACCESS

THERE WILL BE A MAX OF 92 EMPLOYEES DURING ANY ONE SHIFT THEREFORE, THE 140 PARKING SPACES EXCEEDS THE 69 REQUIRED

TABLE 6. PRIVATE FRONTAGES

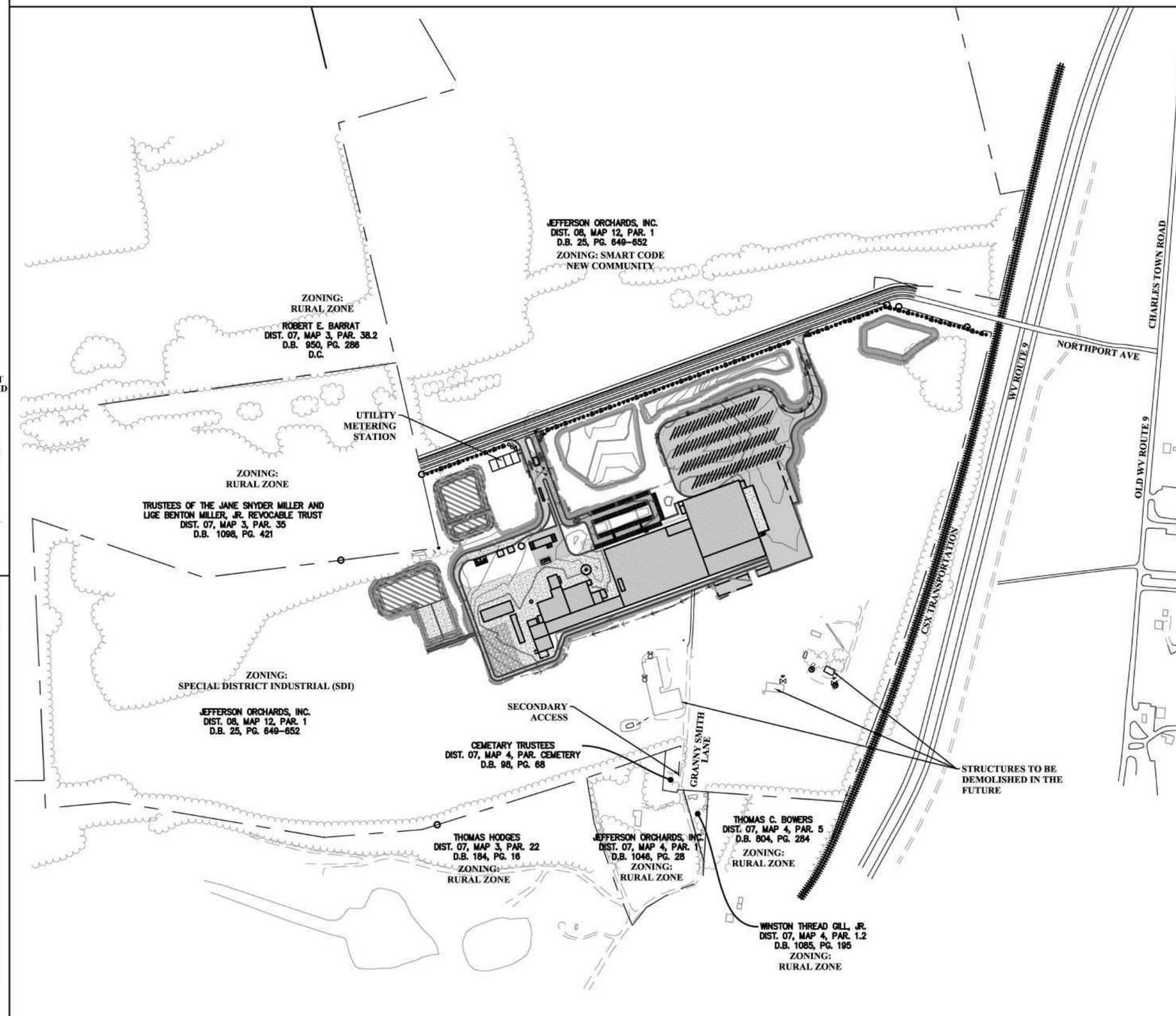
	SECTION		PLAN	
FIRST LOT LAYER REGULATIONS	PRIVATE FRONTAGE	PUBLIC FRONTAGE	PRIVATE FRONTAGE	PUBLIC FRONTAGE
COMMON LAWN				
Transect District	T2, T2O, T3, T4, SDB			
Permitted Elements				
Encroachments into setback	Porch no less than 6 feet deep			
Surface Treatment	Grass, groundcover, continuing without interruption, except sidewalks or drive-ways			
Special Requirements				





1000' 0 1000' 2000'

VICINITY MAP SCALE



PLAN LEGEND

- PROPERTY LINE
- 1240 PROPOSED CONTOURS MAJOR / MINOR
- CONCRETE AREA
- ASPHALT AREA
- LIGHT DUTY ASPHALT AREA
- BUILDING AREA
- 60 MIL HDPE LINER
- UNPAVED AREA
- LANDSCAPING

NOTES:

THE ZONING FOR THIS PARCEL IS SPECIAL DISTRICT INDUSTRIAL (SDI) WHICH IS LOCATED OUTSIDE A COMMUNITY UNIT. THE SITE WILL INCLUDE A COMBINATION OF HEAVY MANUFACTURING AND INDUSTRIAL USES ALONG WITH SUPPORTIVE INDUSTRIAL AND OFFICE USES. THESE USES HAVE BEEN APPROVED THROUGH CONDITIONAL USE PURSUANT TO 5.7.1.

The Ranson Planning Commission approves this Site Plan on __/__/__ with the following conditions:

1. _____
2. _____
3. _____

Planning Commission President Signature (Date)

The owner of this property hereby affirms that these plans meet the requirements of the Ranson Zoning and Subdivision Ordinances and the above conditions of approval set forth by the Ranson Planning Commission.

Owner's Signature (Date)

300' 0 300' 600'

LAYOUT TAB: FINAL SITE PLAN

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NO.	BY	DATE	DESCRIPTION

ROXUL™

SCALE:
DRAWN: WSH DATE: 8/8/17
CHECKED: DATE:
APPROVED: DATE:
SURVEY DATE: 4/12/17
SURVEY BY:
FIELD BOOK No.:

THRASHER
THE THRASHER GROUP INC.
CIVIL • ENVIRONMENTAL • CONSULTING • FIELD SERVICES
600 WHITE OAKS BOULEVARD, BRIDGEPORT, WV 26330
PHONE (304) 624-4108 • FAX (304) 624-7831

PHASE No.
CONTRACT No.
PROJECT No. 101-030-3203

ROXUL USA INC.
CITY OF RANSON SITE PLAN APPLICATION
RAN 5 PROJECT
JEFFERSON COUNTY, WEST VIRGINIA
FINAL SITE PLAN

SHEET No. 000-006

Attachment: PC RANSON DRAWING-FINAL SITE PLAN 10-16-17 (1214 : Roxul USA, Inc. Site Plan)

City of Ranson City Council
City of Ranson Planning Commission
Maria Dula, Associate Planner
City of Ranson Department of Community Development
Leslie McLaren, North American Communications Manager, Roxul US

September 28, 2017

Dear Elected Officials, City Staff & Leslie McLaren,

Our family owns Hazelfield Farm, the property immediately to the east of the Jefferson Orchards property which has been incorporated into Ranson. Hazelfield is listed on the National Register of Historic Places as well as documented by the Historic American Building Survey preserved in the Library of Congress.

We understand the importance to the community to have thoughtful, well-planned growth and we applaud the City of Ranson for their efforts to preserve a balanced environment where economic development is paired with the preservation of our truly exceptional and historic rural landscape. Our concerns are therefore related to preserving the peaceful and beautiful character of areas that remain agricultural, including ours.

Here are our major concerns, all of which can be addressed without creating a hardship:

1. Sound

A. The Roxul plant will operate 24 hours a day and will presumably have trucks entering and leaving at all hours. The noise from these trucks will spread and amplify in the open landscape. We request that the Eastern edge of the Roxul property be stagger-planted with dense evergreens and, if possible, bermed to provide sound mitigation. This would benefit all of the neighbors to the east of the plant as well as the future residents of the proposed mixed-use community proposed for the eastern portion of the Orchards Property.

B. The plant will presumably operate at the same noise levels as the Mississippi plant. There are no sound-mitigation notes of any kind on the documents that we have seen. We ask that the City of Ranson develops a criteria for limiting noise pollution if it does not already have one; and ask that Roxul agrees to limit sound pollution and, if it is too loud (per agreed-upon city-defined limits) once the plant is built and operating , that Roxul will provide whatever additional abatement is required to cure excessive sound and bring it down to the required "as yet to be specified" limits.

Attachment: Adam Family Comment Letter (1214 : Roxul USA, Inc. Site Plan)

2. Lighting

A. Due to the height of the structure (11 Stories) and the additional multiple chimney heights, lighting is our chief concern- not just for our sake but for the entire community. We understand that the Roxul Tower block will be enclosed, so that it will not look like the over-lit cement plant in Martinsburg, but it has windows and presumably some exterior lighting on the building; in addition to the aircraft warning lights that are required. We request that the City of Ranson does all that can do to insist that the lighting be kept to a minimum as a part of their technical review and that Roxul does all that it can do to minimize the impact of lighting on the adjacent community.

B. The vast expanse of paving on the site will reflect a great deal of the light which falls on it at night if the lighting and paving are not properly designed. The result of this will be an intensely lit sky, especially on cloudy nights. We have all seen the effect that up-lighting clouds has on an area- it changes it from rural to urban. Shielding the source on pole-mounted lighting does not solve this problem, since it it's the intense down-light striking the pavement that causes the phenomenon. This can be avoided by specifying darker paving and minimizing light intensity. Again, we request that the City of Ranson and Roxul do everything that they can to avoid light-spillage; especially unintentional up-lighting of clouds.

3. Color

The main block of the Roxul Plant is approximate the size of an 11 Story building similar in mass to a typical K Street office building in Washington D.C. It will be visible for many miles; like the Martinsburg Cement Plant tower. We request that Roxul be asked to use a medium darkish tone, subdued color for the mass of the building. The Mississippi plant is a light beige color and is highly visible. Medium to dark grey is generally successful; especially in a flat (not shiny) finish.

This is not meant to be an exhaustive list of all of the issues related to a successfully designed plant, just a request from concerned neighbors that a few often-overlooked issues be addressed properly for the benefit of all.

Respectfully Submitted,

William Howard Adams
Sarah Woodbury Adams
William Stephen Adams

Attachment: Adam Family Comment Letter (1214 : Roxul USA, Inc. Site Plan)

Mary Adams Chatham
Walter Chatham

Attachment: Adam Family Comment Letter (1214 : Roxul USA, Inc. Site Plan)

October 5th, 2017

William Howard Adams
Sarah Woodbury Adams
William Stephen Adams
City of Ranson City Council
City of Ranson Planning Commission
Maria Dula, Associate Planner
City of Ranson Department of Community Development

Dear Adams family and honorable Jefferson County officials,

Thank you for the time and care you put into your letter of concern. We have a long history of not only meeting but exceeding federal, state and local environmental regulations; our newest plant will be no different. After spending much time in the Jefferson County area, we know well how the peaceful and picturesque setting is cherished by residents and visitors alike. We also understand how important agriculture is to the region, and would never want to impede on another industry.

Based on our research, it appears that your property is a little more than half a mile away from our property, with a thick tree line between us. Your property also looks to sit below ours, and we believe that positioning will keep us out of your view.

Throughout the necessary regulatory steps, we will continue working with the relevant parties to ensure we remain good neighbors. We are part of the communities we build in, with ties to local charities and civic organizations. Our products are environmentally friendly, and their production is environmentally safe. We have several corporate policies we plan to enact at our Ranson facility, such as low-emissions forklifts and a no-idling policy for all vehicles. Your concerns about sound, lighting and color are certainly important to us, and as we complete the due diligence to begin plant construction, we will continue to review those requests as well as any others we may receive throughout the process.

Thank you again for taking the time to share your thoughts with us. We appreciate your understanding of the benefits we will bring to Jefferson County, and you have our word that we will continue to welcome input and update you and the community as we proceed.

Sincerely,

Leslie McLaren
NA Government Affairs & Corporate Communications

ROXUL Inc. 8024 Esquesing line, Milton, Ontario L9T 6W3
T: 1-800-265-6878 E: contactus@roxul.com www.roxul.com

Attachment: AdamsFamily.Reply.Oct.2017 (1214 : Roxul USA, Inc. Site Plan)

October 9, 2017

Leslie McLaren,
North American Communications Manager
Roxul, US

Re: Roxul Plant, City of Ranson, WV

Dear Ms. McLaren,

Thank you for your letter of October 5th. We appreciate your prompt response and Roxul's history of meeting or exceeding environmental regulations particularly where, as here, the creation of the Roxul plant is such a significant and fundamental departure from the land use of all of its neighbors in the surrounding area.

I'd like to follow-up on a couple of points you make in your letter:

1. You say that the positioning of the Plant roughly 900 yards from our property, together with a thick tree line between the two, will keep the plant out of view. By our own calculations , while the 110'-tall Plant itself *may* be out of view, it appears that any chimneys or similar structures that exceed that height will be fully visible, along with any aviation warning lights that would be attached. And the heightened elevation of the Plant will serve to make it more visible – not less.

   Has Roxul made its own study of the visibility of the Plant and the chimneys as they relate to surrounding properties that supports your belief that the Plant will not be visible? Has Roxul made every effort to limit the number and height of chimneys? And is the tree line that you refer to located on Roxul property, that it will agree to maintain, or is that not under Roxul's control and thus subject to potential removal?

2. In our letter of September 28, we raised concerns about noise and light produced by the Plant – especially a plant operating around the clock – and asked that Roxul both berm and heavily plant the eastern edge of its property, use darker paving and minimize the amount and intensity of the exterior lighting. This would benefit not only us but the future mixed-use community planned for the eastern portion of the Orchards Property. Apart from reviewing our request, is Roxul able to make any specific commitments on these issues to its new neighbors?

3. You mention that Roxul is undertaking due diligence before initiating construction of the Plant. We ask that you share with the community the due diligence you have undertaken with regard to the issues raised above.

We would greatly appreciate more specific responses to the issues raised in this and our earlier letter and hope that we can continue to have a productive dialogue with you and with

Attachment: ROXUL letter response fromHazelfield 10-09-17 (1214 : Roxul USA, Inc. Site Plan)

the City of Ranson to ensure both economic development and respect for the history and concerns of the neighboring properties.

Respectfully,

William Howard Adams
Sarah Woodbury Adams
William Stephen Adams
Mary Adams Chatham
Walter Chatham

Cc:

City of Ranson City Council
City of Ranson Planning Commission
Maria Dula, Assiciate Planner
City of Ranson Department of Community Development

Attachment: ROXUL letter response fromHazelfield 10-09-17 (1214 : Roxul USA, Inc. Site Plan)

Planning Commission
312 South Mildred Street
Ranson WV, 25438
REQUEST FOR COMMISSION ACTION www.cityofransonwv.net

TO: Planning Commission

FROM: Maria Dula, Associate Planner

SUBJECT: Briar Run Development Agreement

At our last scheduled meeting there was a discussion with Dan Ryan Builders to bring forward a revised development agreement for the Briar Run subdivision. Staff has worked with Dan Ryan Builders to put together an agreement based off the discussion and agreement of October 2nd meeting.

Please see the attached revised development agreement and exhibits as well as the as-builts and bond worksheet.

Attachments:

1. **Development Agreement**
2. **EXHIBIT A - BR Contract of Sale**
3. **EXHIBIT C- DRA Indemnification Agreement**
4. **EXHIBIT E- Proposed Amenities**
5. **EXHIBIT F- Briar Run Ph 6 Proffers**
6. **EXHIBIT G- Concept Plan Boundary Adjustments**
7. **EXHIBIT H - Permitted Townhome Types (1)**
8. **EXHIBIT H - Permitted Townhome Types**
9. **20171018 PC Res 17-15 Briar Run Surety Bond**
10. **2016_0612_PhaseIV_Construction**
11. **2017-10-06-3271-0101-Briar Run Phase VI As-built Plan**
12. **10-16-17 BR Ph VIBC Bond Estimate - Rev 3**

1. Approve the Draft Development Agreement pursuant to the Planning Commission's authority within Ranson Municipal Code 16-60 between the Ranson Planning Commission and Marcus Enterprises LLC.

2. Authorize the Planning Commission President to execute the Development Agreement on behalf of the City of Ranson Planning Commission.

3. Authorizes the City Manager or his designee to execute any and all documents necessary to carry out the conditions of the attached Development Agreement.

4. Direct Staff to forward the Resolution and executed Development Agreement to the City Clerk for communication to the Ranson City Council and for recording within the land records of the Jefferson County Commission.

5. Decision on Motion – Record Vote.

RECORDING REQUESTED By
City of Ranson Planning Commission

WHEN RECORDED RETURN To
City of Ranson
312 S. Mildred Street
Ranson, WV 25438

SUBDIVISION AGREEMENT BETWEEN THE CITY OF RANSON PLANNING COMMISSION AND MARCUS ENTERPRISES LLC

Agreement Date: October 16, 2017

Developer's Name: MARCUS ENTERPRISES LLC

Subdivision Name: BRIAR RUN, PHASE VI, SECTION B

Total Cost of Public Improvements to be Secured: $_____

Security:

Bond Nos: _____
Surety: _____

Designees for Service of Written Notice:

CITY: City Manager
City of Ranson
312 S. Mildred Street
Ranson, West Virginia 25438

DEVELOPER: Marcus Enterprises LLC
Attn: Mr. Ronnie Marcus
741 East Washington Street
Charles Town, West Virginia 25414

with a copy to:

DR Acquisitions, LLC
Attn: Mr. Daniel Ryan
64 Thomas Johnson Drive
Suite 110
Frederick, MD 21702

Attachment: Development Agreement (1225 : Briar Run Development Agreement)

DEVELOPMENT AGREEMENT
BRIAR RUN
PHASE VI, SECTION B, TAX MAP 8, PARCEL 3
LOTS 301-324, 333-348 & 364-403 and Residue

THIS AGREEMENT, dated to be effective for all purposes as of October 16, 2017, is made and entered into by and between (i) the **CITY OF RANSON PLANNING COMMISSION** (hereinafter referred to as "Ranson" or the "Planning Commission"), and (ii) **MARCUS ENTERPRISES LLC**, a West Virginia limited liability company (hereinafter referred to as "Owner" or "Developer").

WITNESSETH:

WHEREAS, Owner, entered into a Development Agreement with Ranson on December 5, 2005 for Phases IV, V, VI of Briar Run, and a revised Development Agreement for Phase VI-A of Briar Run, dated April 27, 2007 and recorded in the land records of Jefferson County, West Virginia on July 9, 2007 in Book 1038, Page 342 (collectively, the "Original Development Agreements");

WHEREAS, Owner recorded a Final Plat for Briar Run Phase VI, Plat of Section B including Lots 301-403 (hereinafter "Briar Run Phase VI-B") recorded in the aforesaid land records on July 7, 2007, in Plat Book 24, Page 38 & 38A, Slides 1812B and 1813B (the "Final Plat");

WHEREAS, the Original Development Agreements and the Final Plat are binding on and to the benefit of the original parties thereto and their respective heirs, personal representatives, successors and assigns;

WHEREAS, Owner is currently a debtor under Chapter 11 of the United States Bankruptcy Code (Case No. 3:14-bk-01362 (the "Bankruptcy Case")) and has obtained a final unappealable bankruptcy court order to sell unimproved Lots 301-324, 333-348 and 364-403 as shown on the Final Plat (the "Unimproved Lots") to DR Acquisitions, LLC ("DR Acquisitions") pursuant to that certain Contract of Sale, having an Effective Date of January 11, 2017, by and between Owner and DR Acquisitions, as amended (the "Contract of Sale");

WHEREAS, a true and correct copy of the Contract of Sale between Owner and DR Acquisitions is attached hereto as **Exhibit A;**

WHEREAS, DR Acquisitions has agreed under the Contract of Sale to perform all of the Owner's development obligations with respect to the Unimproved Lots, the uncompleted Public Improvements and undeveloped Common Space (as such uncompleted Public Improvements and undeveloped Common Space are identified on the Final Plat and approved Construction Drawings for the Briar Run Phase VI-B); provided, that the Owner and Ranson agree to modify such development obligations as hereinafter set forth (such

Attachment: Development Agreement (1225 : Briar Run Development Agreement)

development obligations as modified hereby are hereinafter referred to as the "Development Obligations");

WHEREAS, DR Acquisitions has agreed under the Contract of Sale to post any surety and/or bonds required by Ranson and as set forth herein to secure the obligation to complete the Development Obligations (collectively, the "Bonds/Surety");

WHEREAS, Owner has title to the Unimproved Lots and undeveloped Common Space, and desires to rescind the Original Development Agreements (which contain deadlines that have elapsed prohibiting future permits to be approved by Ranson), and replace the Original Development Agreements with this Agreement so Owner can sell the Unimproved Lots to DR Acquisitions and the development work can proceed with respect to the Unimproved Lots, uncompleted Public Improvements and undeveloped Common Space;

WHEREAS, the Planning Commission has already approved the Final Plat pursuant to W. Va. Code Chapter 8A and Chapter 19 of the Ranson Municipal Code, and Owner has the right with Ranson's approval to modify the Final Plat consistent with the Land Use Regulations of the State of West Virginia and the City of Ranson; and

WHEREAS, Ranson has determined that it is in the best interests of Ranson and the existing residents of the Briar Run Subdivision, given the existing defaults under the Original Development Agreements and given that Owner is financially unable to post the required Bonds/Surety, to enter into this Agreement to facilitate the completion of the development work with respect to the Unimproved Lots, uncompleted Public Improvements and undeveloped Common Space.

NOW THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated by reference into this Agreement by this reference), the mutual agreements of the parties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Ranson and Developer agree as follows:

SPECIFIC CONDITIONS OF FINAL PLAT

1. <u>Rescission of Original Development Agreements:</u>

   Upon the full execution and recordation of this Agreement and the posting of the Bonds/Surety in accordance with this Agreement, the Original Development Agreements shall be deemed rescinded and replaced by this Agreement in their entirety.

   This Agreement contains the final and entire agreement between the parties hereto and supersedes all prior oral representations, negotiations and agreements, and neither the parties, nor their agents, shall be bound by any terms, conditions and representations not herein written.

Attachment: Development Agreement (1225 : Briar Run Development Agreement)

2. Performance of Work:

Pursuant to the Contract of Sale, Owner shall cause DR Acquisitions to do and perform, at DR Acquisition's own expense, as the authorized agent of Owner, in a good and workmanlike manner and furnish all required materials, all under the direction and to the satisfaction of Ranson, all of the work and improvements (the "Work") required by the Planning Commission for Briar Run Phase VI-B in accordance with Ranson-approved plans and specifications labeled Briar Run Phase VI B, & C, Construction Plans, last revision date of April 25, 2007, on file as herein specified and as may be modified in accordance with this Agreement (the "Approved Plans and Specifications"). Any sewer work or water supply work shall be subject to the approval of the respective special districts having to do with the said types of work.

3. Work: Places and Grades to be approved by Engineer:

All Work is to be done at the places, of the materials, in the manner, and at the grades, as shown upon the Approved Plans and Specifications and to the satisfaction of the Planning Commission. Actual work of surveying shall be performed by DR Acquisition's engineer.

4. Specifications:

The Work shall be done in accordance with the provisions of all applicable ordinances, regulations, and policies adopted by Ranson in effect at the time of building permit issuance, including but not limited to, West Virginia Code §8A, the Ranson Municipal Code, the Ranson Design Guidelines, and/or the Ranson Standard Engineering Detail Manual.

5. Work; Time for Completion:

Consistent with Ranson Municipal Code 16-82, Ranson hereby extends the standard two (2) year time period by written agreement set by and allowable by 16-82 and fixes the time for the substantial completion of all Work to be within five (5) years after the date of this Agreement. If the Work is not completed within such 5 year period, the Planning Commission reserves the right to call the Bonds/Surety to complete the Work in accordance with the Approved Plans and Specifications, unless the Planning Commission grants a written extension pursuant to 16-82 for good cause.

6. Time of Essence – Extension:

Time is of the essence of this Agreement; provided, that in the event good cause is shown therefore, the Planning Commission may extend the time for completion of the Work. Any such extension may be granted without notice to the surety issuing

Attachment: Development Agreement (1225 : Briar Run Development Agreement)

the Bonds/Surety, if applicable, and extensions so granted shall not relieve the surety's liability on the Bonds/Surety to secure the faithful performance of Work within the Bonds/Surety. The Planning Commission shall be the sole and final judge as to whether or not good cause has been shown to extend the date for completion of the Work.

7. Permits; Compliance with Law:

Owner, by and through DR Acquisitions as agent for Owner, shall, at DR Acquisitions' expense, obtain all necessary permits and licenses for the construction and completion of the Work, give all necessary notices and pay all fees and taxes, as amended, required by law at the time of building permit application.

8. Management of Work:

To permit and facilitate the performance of all Work and Development Obligations by DR Acquisitions as required under the Contract of Sale, Owner hereby irrevocably designates and appoints DR Acquisitions, and any authorized officer, member, manager, agent or employee of DR Acquisitions, as Owner's agent to perform all aspects of the Work and the Development Obligations. In its capacity as agent for Owner, DR Acquisitions shall have the right to take any and all actions necessary or appropriate to perform and complete the Work and the Development Obligations, including but not limited to applying for and obtaining all necessary permits, hiring contractors, executing ancillary agreements, submitting all required applications, obtaining all required approvals (including obtaining approvals of the respective special districts having to do with any sewer work or water supply work), submitting all required drawings and plans, filing any plats, granting any easements or rights-of-way, conveying the Common Space to the Homeowners' Association, executing deeds of dedication, representing the Owner in any negotiations with the Homeowners' Association, including any modifications to the Proposed Park Amenities under Section 13 of this Agreement, petitioning the Ranson City Council to amend the Proffers in accordance with Section 13 of this Agreement, and otherwise controlling all aspects of the management of the Work and the Development Obligations; provided that DR Acquisitions shall be responsible for all costs and expenses incurred in performing the Work and the Development Obligations. The Work shall be performed and constructed by a competent and licensed contractor hired by DR Acquisitions. DR Acquisitions shall oversee all Work and its agents shall be available at times during progression of the Work.

The Owner does hereby appoint DR Acquisitions, and any authorized officer, member, manager, agent or employee of DR Acquisitions, Owner's true and lawful Attorney-in-Fact with power and authority, for and on behalf and in the name of the Owner, to take any and all actions necessary or appropriate to perform and complete the Work and the Development Obligations, including but not limited to

Attachment: Development Agreement (1225 : Briar Run Development Agreement)

applying for and obtaining all necessary permits, hiring contractors, executing ancillary agreements, submitting all required applications, obtaining all required approvals (including obtaining approvals of the respective special districts having to do with any sewer work or water supply work), submitting all required drawings and plans, filing any plats, granting any easements or rights-of-way, conveying the Common Space to the Homeowners' Association, executing deeds of dedication, representing the Owner in any negotiations with the Homeowners' Association, including any modifications to the Proposed Park Amenities under Section 13 of this Agreement, petitioning the Ranson City Council to amend the Proffers in accordance with Section 13 of this Agreement, and otherwise controlling all aspects of the management of the Work and the Development Obligations. The Owner acknowledges that this power of attorney is coupled with an interest, in that the DR Acquisitions, as agent, has an interest in the completion of the Work and the Development Obligations as the owner of the Unimproved Lots, and that as a result, in addition to any other consequences under law, this power is irrevocable.

Owner grants to DR Acquisitions, and its respective employees, agents and contractors, a non-exclusive, personal license for entry onto the Common Property and any other portions of Briar Run Phase VI-B or the larger Briar Run Subdivision owned or controlled by Owner for the purposes of performing and completing all Work and Development Obligations.

Ranson acknowledges and agrees that (i) DR Acquisitions has agreed under the Contract of Sale to complete the Work and comply with the Development Obligations on behalf of Owner, and (ii) in completing the Work and/or complying with the Development Obligations, DR Acquisitions is acting solely to as the agent of Owner. Ranson further agrees that in taking any such actions, (i) DR Acquisitions shall not be deemed to have assumed any obligations of Owner or Developer hereunder or any obligations of Declarant under the Declaration for Briar Run Phase VI-B, and (ii) except as expressly set forth in the Agreement attached hereto as **Exhibit C**, DR Acquisitions shall have no personal liability under this Agreement to Ranson. Notwithstanding the previous sentence, if DR Acquisitions fails to comply with the provisions of this Agreement relating to the Work or the Development Obligations, such failure shall be deemed a default by Developer hereunder, and the City, after the expiration of any applicable notice and cure periods, shall have the right to exercise its rights and remedies hereunder.

Notwithstanding any other provision of this Agreement, Ranson agrees that DR Acquisitions shall have no responsibility with respect to the Residue. Any default by Developer with respect to the Residue under this Agreement or a violation of applicable law with respect to the Residue shall not constitute a default with respect to the Work or the Development Obligations. Ranson shall not revoke or suspend any rights of DR Acquisitions as the owner of the Unimproved Lots or as agent of Owner hereunder to obtain building or other permits or approvals as a consequence of such default or violation. The term "Residue" shall mean Lot C-2 as shown on the

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plat entitled "Final Plat Showing Minor Subdivision Lot C-1 & C-2 Phase VI-B, Briar Run Subdivision" recorded in the land records of Jefferson County, West Virginia in Plat Book 25, at Page 364. Owner and/or DR Acquisitions acknowledge that Ranson does not control third-party governmental permitting agencies who may have the ability to withhold permits and those agencies may have jurisdiction to revoke or suspend any rights of DR Acquisitions.

9. Inspection by Ranson:

Owner (and DR Acquisitions as agent for Owner) shall at all times maintain proper facilities, and provide safe access for inspection by Ranson, to all parts of the Work, and to the shops wherein the Work is in preparation.

10. Public Improvements Guarantee and Surety:

Ranson agrees that DR Acquisitions, on behalf of Owner, will provide the Bonds/Surety required under this Agreement and the Ranson Municipal Code. All Bonds/Surety shall comply with Chapter 16, Division 6 of the Ranson Municipal Code, Sections 16-80-16-87. A copy of surety and bond worksheet is attached to this Agreement as **Exhibit B**.

Briar Run Phase VI-B is in various stages of development. The original construction drawings and engineering plans for Briar Run Phase VI-B were submitted by Resource International, LTD. A determination shall be made if Resource International, LTD will continue as the engineer of record and certify existing and future infrastructure or if a new engineer will take responsibility for the Work.

Owner and Ranson have determined what Work has been completed in Briar Run Phase VI-B and what remains to be completed through the submittal of Owner's As-Built Drawings and/or revised Construction Drawings/Preliminary Plat prepared and certified by a licensed engineer or professional land surveyor to the limits of their respective license in accordance with Ranson Municipal Code 16-81(1). Ranson shall require that Owner (by and through DR Acquisitions) provide the Bonds/Surety for any infrastructure in Briar Run Phase VI-B that has not been completed in accordance with Ranson Municipal Code 16-80 through 16-85. The certified As-Built Drawings and/or revised Construction Drawings/Preliminary Plat have identified what Public Improvements have been completed in Briar Run Phase VI-B in accordance with Ranson Municipal Code Sec. 16-63.

The bonding worksheet for all construction costs for the uncompleted Public Improvements that remain to be completed is attached hereto as **Exhibit B**. This cost was determined by comparing the original Construction Drawings submitted by Resource International and approved by Ranson to Owner's submitted As-Built Drawings and/or revised Construction Drawings/Preliminary Plat as per Ranson Municipal Code Sec. 16-81.(2).

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Posting of the Bonds/Surety as required under this Agreement shall be a condition precedent to the issuance of building permits.

Owner shall provide to Ranson copies of all state and third-party permits and shall ensure that all permits are valid and have not expired (e.g. Health Department and WVDEP). Owner shall provide to Ranson a letter from the utility service providers to Briar Run Phase VI-B (Jefferson Utilities for water and Jefferson County PSD for sewer) that all utilities have been installed to the satisfaction of the utility.

11. Hold-Harmless Agreement:

Owner hereby agrees to, and shall, hold the City of Ranson, its elective and appointive boards, commissions, officers, agents and employees (collectively, the "Indemnified Parties"), harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage that may arise from Owner or Owner's contractors', subcontractors', agents', or employees' operations under this Agreement, whether such operations be by Owner or by any of Owner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Owner and/or Owner's contractors, or subcontractors. Owner agrees to, and shall defend the Indemnified Parties from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows: That the aforesaid hold-harmless agreement by Owner shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this Section, regardless of whether or not the Planning Commission has prepared, supplied or approved of, plans and/or specifications for Briar Run Phase VI-B, or regardless of whether or not any of the insurance policies maintained by Owner shall have been determined to be applicable to any of such damages or claims for damages. DR Acquisitions, as agent for Owner, has separately executed an indemnification agreement in favor of the Indemnified Parties, a copy of which is attached hereto as **Exhibit C**.

12. Title to Improvements:

Formal acceptance of Public Improvements by the City of Ranson shall follow the procedure established in the Ranson Municipal Code. Subsequent to acceptance by the City of Ranson, neither the Owner nor DR Acquisitions shall have no claim, direct or implied, in the title or ownership of the Public Improvements. The City of Ranson, upon final approval and acceptance, will take full title to the Public Improvements specified and will provide maintenance thereafter.

DR Acquisitions, as attorney-in-fact for Owner, shall execute deeds of dedication for all Public Improvements to the City of Ranson not already dedicated to the City of

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Ranson. Acceptance and release of the Bonds/Surety shall be made pursuant to the processes specified within the Ranson Municipal Code.

Ranson acknowledges and agrees that all public roads in Briar Run Phase VI-B have been previously dedicated to and accepted by the City of Ranson under that certain Deed of Dedication dated October 24, 2007 from Owner to the City of Ranson and recorded in the land records of Jefferson County, West Virginia in Deed Book 1052, at Page 530.

13. Public Improvements to be constructed or Bonded as a Condition of Approval and Recordation of Next Final Plat:

Ranson has identified the following Public Improvements to be constructed and accepted by Ranson in accordance with the milestones in this Agreement:

a. Final Plat(s) Security:

i. Public Improvements identified on the Approved Plans and Specifications specific to the Unimproved Lots, uncompleted Public Improvements and undeveloped Common Space of the entirety of Briar Run Phase VI-B must be constructed and accepted or secured pursuant to Chapter 16, Division 6, Sections 16-80 through 16-87 of the Ranson Municipal Code. The specific Public Improvements to be completed are shown on the attached **Exhibit B**. Completion of bond estimate items shall constitute full completion of the Work and Development Obligations required to be performed under this Agreement.

b. Briar Run Pool and Clubhouse:

i. Owner and DR Acquisitions, as Owner's Agent, have represented to Ranson that they believe that the furnishing and installation by Developer of the amenities shown on **Exhibit E** attached hereto (the "Proposed Park Amenities"), not to exceed Fifty Thousand Dollars ($50,000.00) in total costs, meet and are consistent the intent and requirements of the agreed-upon Proffer Statement for the Briar Run Neighborhood, Section VI Land for County/Ranson Public Use, Item B (a copy of which is attached hereto as **Exhibit F**; herein the "Proffers") in their entirety and that upon completion and acceptance by Ranson, Owner (and DR Acquisitions as Owner's agent) shall have fulfilled any and all present and future obligations of Owner under this Agreement. Ranson confirms that the furnishing and installation by Developer of the Proposed Park Amenities meet and are consistent with the intent and requirements of the Proffers. Ranson and Owner agree that the following, which shall be reflected on the formal site plan submission,

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constitutes the entirety of the Proffer obligation with respect to the Proposed Park Amenities and no additional requirements shall be set forth beyond what is shown herein:

1. 8100 SF Park Area (90' x 90') located in designated Pool & Clubhouse Area shown on Approved Plans and Specifications.

2. 20' diameter fresh water to drain (non-re-circulating) splash pad (315 sq ft) with 12 below ground nozzles, 1 Bollard Activator and 315 sq ft of Broom finished concrete.
3. Pad specs:
    a. 20'-0" diameter circle by 0'-4" thick concrete pad
    b. 0"-4" gravel sub-base #57 stone
    c. Fresh water to drain nozzles (quantity 12)
    d. Manifold (quantity 1)
    e. Controller (quantity 1)
    f. Activator (quantity 1)
    g. Pipe and fittings

4. Utilities:
    a. 1 ¼" dedicated water supply (water vault with meter). Also, Jefferson Utilities would require a "Hot Box" and no backflow preventer.
    b. 4" sewer tap
    c. Exterior rated electric outlet (GFI protected) mounted on 4x4 pressure treated pole with in ten feet of splash pad.

5. Park Area:
    a. One (1) each) 12'-0" x 12'-0" Pavilion. Constructed of Pressure treated material and 25-year asphalt shingle.
    b. 12'-0" x 12'-0" x 0'-4" Concrete slab under pavilion.
    c. 6'-0" wide x 0'-4" thick lead cwalk at 13'-6" Lf.
    d. 4'-0" wide x 0'-4" thick side walk at 16'-6" Lf.
    e. 4'-0" wide x 0'-4" thick Side walk at 22'-0" Circumference semi-circle around splash pad.
    f. Two (2) each, Pressure treated park bench
    g. One (1) each Pressure treated picnic table

6. Grading

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a. 4" topsoil respread
b. Permanent Seed and mulch
c. Three (3) each hard wood trees 4' in height
d. Eight (8) each evergreen shrubs.

ii. The proposed site plan for the Proposed Park Amenities (the "Park Site Plan") submitted by DR Acquisitions as agent for Owner in accordance with the requirements of Ranson Municipal Code 16-164, is attached as **Exhibit E**. The Park Site Plan shall be processed and approved by Ranson as specifically detailed in Ranson Municipal Code 16-163. If any conflicts exist between the specifications stated in Section 13(b)(i) of this Agreement and the approved Site Plan, the approved Site Plan shall control and this Agreement shall be amended by reference on the approved Site Plan. Any changes required by Ranson to the Park Site Plan that increase the construction costs of the Proposed Park Amenities shall not increase the $50,000.00 cap on Developer's liability for the payment of such construction costs established hereunder.

iii. Construction of the Proposed Park Amenities may be phased as follows:

1. Developer shall ensure that the construction of the Proposed Park Amenities complies with all regulations, safety requirements and ADA compliance and approved construction drawings.

2. The Proposed Park Amenities shall be built or surety posted in lieu of construction concurrent with this Agreement as indicated as **Exhibit B.** The bonded estimate for the total improvements for the Proposed Park Amenities shall not exceed Fifty Thousand Dollars ($50,000) in total construction costs, inclusive of all permitting, and design engineering.

3. The Proposed Park Amenities shall be completed within 2 (two) years from the date of this Agreement. Failure to construct Proposed Park Amenity within 2 (two) years from this Agreement may result in Ranson calling the Bond/Surety to construct Proposed Park Amenity. The two (2) year deadline for completion of the Proposed Park Amenities may be extended in connection with an amendment to the Proffers agreed to by the Homeowners' Association and approved by the Ranson City Council under subsection (v) below.

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iv. Concurrently with the conveyance of the Unimproved Lots to DR Acquisitions, Owner shall dedicate the Park Area (0.186 acres) and open space parcel (0.28 acres) shown on Park Site Plan to the Homeowners' Association, reserving the right of Owner (and DR Acquisitions as agent of Owner) to enter onto such property and make all improvements thereon required under this Agreement.

v. Ranson understands and agrees that following the conveyance of the Unimproved Lots to DR Acquisitions, Owner (by and through DR Acquisitions as agent for Owner) shall work together with the Homeowners' Association (as controlled by the owners in the community) to create an alternate park plan and present such alternate park plan to the Ranson City Council and petition the City Council to amend the Proffers to incorporate such alternate park plan. If the City Council approves such alternate park plan and amends the Proffers accordingly, such amended Proffers shall be deemed to modify the obligations of the Owner relating to the Proposed Park Amenities under this Agreement, and shall be deemed incorporated into this Agreement upon approval by the City Council.

14. Specific Conditions of Final Plat and Entirety of Development:

a. Owner (or DR Acquisitions as agent for Owner) and/or Homeowners' Association shall be responsible for maintaining and mowing all common areas. Common areas shall include, but not be limited to, all open space and park areas, storm water management facilities not owned by Ranson or the City of Ranson, and landscaped areas. Owner and/or Homeowners' Association shall be responsible for the perpetual maintenance, trimming, and protection of buffers and landscaped plantings, including trees. Diseased, infested, dying, dead or damaged landscaping shall be replaced by Owner and/or Homeowners' Association.

b. Owner (or DR Acquisitions as agent for Owner) and/or Homeowners' Association shall be responsible for ensuring that no buildings, structures or fences are constructed within or across established easements.

c. Owner (or DR Acquisitions as agent for Owner) shall make any builder aware of the Ranson Standards as to finished individual driveways.

d. Owner (or DR Acquisitions as agent for Owner) shall make and builder aware of Ranson Standards that sod is to be installed on front, rear and side yards along with 4 inches of top soil. Use and occupancy permits will not be issued to any individual builder if this provision is not complied with.

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e. Owner (or DR Acquisitions as agent for Owner) shall ensure that street lights and trees are installed sequentially as development occurs, and structures are built as to not delay the installation until after occupancy of structure.

f. Owner (or DR Acquisitions as agent for Owner) shall mow and maintain all vacant lots.

g. Owner (or DR Acquisitions as agent for Owner) shall either have a dedicated construction entrance; or alternatively, Developer shall be responsible for repairing damaged streets and Public Improvements as the damage occurs.

15. Specific Obligations of Ranson

a. As a condition of this Agreement, Ranson agrees to the following:

i. Complete an expedited Staff review and approval of complete submission by Developer for a revised Site Plan and Final Plat including platted and partially developed townhome lots 301-348 & 364-403 that will consist of boundary adjustments rendering all existing platted lots of varying lot widths to a uniform width of twenty (20') feet wide conceptually shown on **Exhibit G** attached hereto.

ii. The City of Ranson has determined that the townhome types in accordance with to **Exhibit H** attached hereto, that are both garage and non-garage and have all parking to the front of the home are consistent with the zoning and previously approved site plans for Briar Run.

iii. Owner shall not be responsible for furnishing and installing any landscaping buffering Charles C. Marcus Field from future townhomes shown on Briar Run Phase VI A, B & C Subdivision Construction Drawings, Sheet C-14 to include but not be limited to street lighting, evergreen and shrub buffer and street trees. Owner shall furnish and install stockade fencing shown behind units on such Construction Drawings.

iv. Ranson will allow the release of building permits, subject to and compliant with the applicable laws and Building Codes, upon the acceptance, approval and recordation of a revised final plat outlined within Section 15.a.i. above and issuance of the Bonds/Surety in accordance with **Exhibit B**.

16. Repair or Reconstruction of Defective Work:

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If, within a period of one (1) year after final acceptance of the Work performed under this Agreement within Briar Run Phase VI-B, and written notification by Ranson to Owner in accordance with Section 22 of this Agreement, (i) any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by DR Acquisitions as agent of Owner hereunder, or (ii) any of the Work done under this Agreement by DR Acquisitions as agent for Owner hereunder, fails to fulfill any of the requirements of this Agreement or the specifications referred to herein (collectively, the "Defective Work"), Owner shall without delay and without any cost to Ranson, cause DR Acquisitions to repair, replace or reconstruct any Defective Work. Should DR Acquisitions as agent for Owner fail to repair, replace or reconstruct any Defective Work within thirty (30) days after receipt of such written notification, or should the exigencies of the case require repairs or replacements to be made to any Defective Work before Owner can be notified, Ranson may, at its option, make the necessary repairs or replacements or perform the necessary work, and DR Acquisitions as agent for Owner shall pay Ranson the actual cost of such repairs plus fifteen percent (15%) of such actual costs. DR Acquisitions, as agent of Owner, has confirmed its obligations to Ranson under this Section in the agreement attached hereto as **Exhibit C**.

17. Owner/DR Acquisitions not Agent of Ranson:

Neither Developer nor DR Acquisitions as agent of Owner, nor any of their respective agents or contractors are or shall be considered to be agents of Ranson in connection with the performance of Owner's obligations under this Agreement.

18. Notice of Breach and Default:

If (i) a default occurs hereunder of the obligations of Owner to perform and complete the Work or the Development Obligations in accordance with this Agreement and such default continues for a period of thirty (30) days following written notice to Owner in accordance with to Section 22 of this Agreement; or (ii) DR Acquisitions files for bankruptcy; or (iii) DR Acquisitions should make a general assignment for the benefit of its creditors; or (iv) any of contractor, subcontractor, agent, or employee of Owner, violates any of the provisions of this Agreement, and such violation is not cured within thirty (30) days following written notice to Owner in accordance with to Section 22 of this Agreement (each of the foregoing events shall be referred to herein as a "Default"), then the City of Ranson, the Ranson City Manager or the Planning Commission, or their respective designees, may serve written notice of Default upon Owner in accordance with to Section 22 of this Agreement and the surety issuing the Bonds/Surety.

19. Breach of Agreement: Performance by Surety or Ranson of Ranson:

In the event a Default occurs and continues beyond any applicable notice and cure period, upon written notice to the surety, the surety shall have the duty to take over

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and complete the Work; provided, however, that if such surety, within sixty (60) days after the serving upon it of such written notice of Default, does not give Ranson written notice of its intention to take over the performance of the Work, and does not commence performance thereof within ninety (90) days after written notice to Ranson of such election, Ranson may take over the Work and prosecute the same to completion, by contract or by any other method Ranson may deem advisable, for the account and at the expense of Owner, and such surety shall be liable to Ranson for any excess cost or damages occasioned Ranson thereby; and, in such event, Ranson, without liability for so doing, may take possession of, and utilize in completing the Work, such materials, appliances, plant and other property belonging to Owner as may be on the site of the Work and necessary therefor.

20. Completion:

If Ranson has direct claim and upon completion of all the Work described in this Agreement that was bonded, and upon Ranson authorizing a written Notice of Completion and Acceptance of said Work, Ranson will release all hold and any claims to 80% of the amount of the Bonds/Surety, for faithful performance. The remaining 20% of the Bonds/Surety shall be held by Ranson for a period of one (1) year after the date of the Notice of Completion as a guarantee bond to secure the performance under Section 16 of this Agreement and shall thereafter be released. The amount specified above for labor and materials shall be held by Ranson for a period of one (1) year after the date of final acceptance of the Work specified in this Agreement.

21. Enforcement and Guarantees:

Pursuant to W. Va. Code § 8A-6-3, failure to meet all conditions in this Agreement shall constitute cause to deny Developer, the issuance of any of the required use, occupancy or improvement local permits, as may be appropriate. Nothing in this Agreement waives any of the remedies the Planning Commission or the City of Ranson possesses to administer and enforce conditions under the authority granted in W. Va. Code § 8A-6-3. Failure to meet deficiency milestones and deadlines contained in this Agreement shall constitute cause for not issuing further approval of plats for future phases.

Ranson must notify Owner and DR Acquisitions in writing if milestones are not met, and Owner and/or DR Acquisitions as agent for Owner shall give Ranson written notice of its intent to cure within (5) days after Ranson's notice is provided. If Owner and/or DR Acquisitions as agent for Owner provides its written confirmation to cure to Ranson, the Owner and/or DR Acquisitions as agent for Owner shall have a 30 day right to cure. Failure to cure within the 30 day cure period shall constitute cause for Ranson to withhold issuing plats for future phases and/or calling the Bonds/Surety.

Attachment: Development Agreement (1225 : Briar Run Development Agreement)

22. Notices:

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid. Notices required to be given to Ranson shall be addressed as follows:

Ranson of Ranson
Attn: Ranson Manager
312 South Mildred Street
Ranson, WV 25438

Notices required to be given to Owner shall be addressed as follows:

Marcus Enterprises LLC
Attn: Mr. Ronnie Marcus
741 East Washington Street
Charles Town, West Virginia 25414

with a copy to:

DR Acquisitions, LLC
Attn: Mr. Daniel Ryan
64 Thomas Johnson Drive, Suite 110
Frederick, MD 21702

Provided that any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

23. Modification:

This Agreement may not be modified except pursuant to a writing executed by Owner and Ranson and consented to in writing by DR Acquisitions.

24. Binding Effect of Agreement:

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their heirs, personal representatives, successors and assigns.

25. Governing Law:

Any conflict arising from this Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

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THIS AGREEMENT IS EXECUTED BY THE PARTIES BELOW TO BE EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE.

RANSON PLANNING COMMISSION

By: _____
Anthony Grant
Its: President

OWNER:

MARCUS ENTERPRISES LLC

By: _____
Ronnie Marcus
Its: Manager

STATE OF WEST VIRGINIA;
COUNTY OF JEFFERSON; to-wit:

The foregoing instrument was acknowledged before me by Anthony Grant, Ranson Planning Commission President, this _____ day of October, 2017.

My commission expires: _____

_____
NOTARY PUBLIC

STATE OF _____;
COUNTY OF _____; to-wit:

The foregoing instrument was acknowledged before me by Ronnie Marcus, for Marcus Enterprises LLC, its Manager, this _____ day of October 2017.

My commission expires: _____

_____
NOTARY PUBLIC

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EXHIBITS:

A: Contract of Sale
B: Surety and Bond Worksheet
C: DR Acquisitions Agreement
D: [Intentionally Deleted]
E: Proposed Park Amenities
F: Proffer Regarding Amenities
G: Concept Plat for Lot Line Adjustment
H: Permitted Townhome Types

Attachment: Development Agreement (1225 : Briar Run Development Agreement)

CONTRACT OF SALE

THIS CONTRACT OF SALE (this "Contract") made as of the Effective Date, as defined in Paragraph 18, by and between **MARCUS ENTERPRISES LLC**, a West Virginia limited liability company (hereinafter referred to as "Seller"), and **DR ACQUISITIONS, LLC**, a Maryland limited liability company, or its assigns (hereinafter referred to as "Buyer").

RECITALS

A. Seller is Chapter 11 Debtor in Possession under 11 U.S.C. Chapter 11, in the case of *In Re: Marcus Enterprises LLC*, currently pending in the U.S. Bankruptcy Court for the Northern District of West Virginia, Case No. 3:14-bk-1362 (the "Bankruptcy Case").

B. Seller is the owner in fee simple of certain land within the Briar Run Phase V and VI subdivision (the "Subdivision") situate and lying in the City of Ranson, Jefferson County, West Virginia as described hereinbelow.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, such property, upon the terms and conditions herein contained.

NOW, THEREFORE, that in consideration of the foregoing Recitals, which are incorporated by reference herein, and the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties agree as follows:

1. **Purchase**. Seller does hereby agree to bargain and sell unto Buyer and Buyer does hereby agree to purchase from Seller, all of Seller's right, title and interest in the following (collectively, the "Bulk Property"):

(a) (i) eighty (80) townhome lots (Lots 301-324, 333-348, 364-403) located in Section B, Phase VI of the Subdivision, as shown on that certain plat (the "Final Section B Plat") entitled "Briar Run Phase VI Plat of Section B" recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Plat Book 24 at Page 38A, as also designated on Exhibit A attached hereto and made a part hereof (collectively, the "Existing Lots"); together with:

(ii) all appurtenances, fixtures, equipment, personal property, buildings, structures, water and/or sewer facilities, storm water management ponds, wells, septic systems, utilities, rights, easements, privileges, rights-of-way, tenements and hereditaments incident to the Existing Lots;

(iii) all improvements on, and all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, entrance area, common area, roadway, alleyway and/or avenue, open or proposed, in front of or adjoining the Existing Lots; and

Attachment: EXHIBIT A - BR Contract of Sale (1225 : Briar Run Development Agreement)

(iv) all consents, authorizations, variances or waivers, licenses, certificates of occupancy, permits and approvals from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality with respect to the Existing Lots, that remain valid or in effect as of the date of the applicable Closing (hereinafter defined) (the Existing Lots together with the aforegoing described property and property interests are referred to herein, collectively, as the "Existing Lots Property").

(b) (i) the land located in Section B, Phase VI of the Subdivision and as outlined and designated on **Exhibit B** attached hereto and made a part hereof (the "Potential Lots Land"); together with:

(ii) all appurtenances, fixtures, equipment, personal property, buildings, structures, water and/or sewer facilities, storm water management ponds, wells, septic systems, utilities, rights, easements, privileges, rights-of-way, tenements and hereditaments incident to the Potential Lots Land;

(iii) all improvements on, and all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, entrance area, common area, roadway, alleyway and/or avenue, open or proposed, in front of or adjoining the Potential Lots Land; and

(iv) all consents, authorizations, variances or waivers, licenses, certificates of occupancy, permits and approvals from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality with respect to the Potential Lots Land, that remain valid or in effect as of the applicable Closing (the Potential Lots Land together with the foregoing described property and property interests are referred to herein, collectively, as the "Potential Lots Property").

(c) Explanatory Provision. Buyer and Seller acknowledge and agree that this Contract contemplates the sale and purchase of the entire Bulk Property at the Bulk Closing (hereinafter defined); however under certain conditions set forth hereinbelow, Buyer may be obligated to purchase the Existing Lots Property without purchasing the Potential Lots Property. Accordingly, to clarify the terms and provisions of this Contract, Buyer and Seller agree that:

(i) the term "Property" shall mean the Bulk Property, the Existing Lots Property or the Potential Lots Property, as the context requires;

(ii) the term "Closing" shall mean the Bulk Closing or the Existing Lots Closing (hereinafter defined), as the context requires; and

Attachment: EXHIBIT A - BR Contract of Sale (1225 : Briar Run Development Agreement)

(iii) the term "Purchase Price" shall mean the Bulk Purchase Price (hereinafter defined), the Existing Lots Purchase Price (hereinafter defined), or the Potential Lots Purchase Price (hereinafter defined), as the context requires.

2. **Purchase Price, Deposit and Payment.** The purchase price for the Bulk Property (the "Bulk Purchase Price") shall be the sum of (x) **One Million, Five Hundred, Eighty Thousand Dollars and Zero Cents ($1,580,000.00)** for the Existing Lots Property (the "Existing Lots Purchase Price"), plus (y) **Twenty Thousand Dollars and Zero Cents** ($20,000.00) per each Potential Lot (hereinafter defined) created from the Potential Lots Property (the "Potential Lots Purchase Price"). For example, if eight (8) Potential Lots are created, the Potential Lots Purchase Price shall be **One Hundred, Sixty Thousand Dollars and Zero Cents ($160,000.00)**. The Purchase Price shall be payable as follows:

(a) Deposit.

(i) Provided that Buyer does not exercise its right to terminate this Contract pursuant to Paragraph 5 of this Contract, within **ten (10) days** after the end of the Study Period (hereinafter defined), Buyer shall deliver to Bowles Rice, LLP, as escrow agent (the "Escrow Agent"), the sum of **Five Thousand Dollars and Zero Cents ($5,000.00)** (the "Deposit"), in readily available funds.

(ii) The Escrow Agent shall hold the Deposit in a non-interest bearing escrow account pursuant to an escrow agreement by and among Seller, Buyer and Escrow Agent. The Deposit shall be credited by Seller to Buyer pursuant to and in accordance with the applicable provisions of Paragraph 11 below.

(b) Payment. The applicable Purchase Price shall be payable by Buyer to Seller pursuant to and in accordance with the provisions of Paragraph 11 below.

3. **Delivery of Certain Materials to Buyer**. Promptly, but in no event later than five (5) days following the Effective Date of this Contract, Seller shall deliver to Buyer the following, to the extent in Seller's possession:

(a) A true and complete copy of all policies of title insurance, if any, previously obtained by or in the possession of Seller with respect to the Bulk Property (or any portion thereof).

(b) All surveys, engineering, geotechnical, environmental or similar reports in Seller's possession relating to the Bulk Property (or any portion thereof), including a letter from each of the parties who prepared those reports stating that Buyer may rely on the reports as provided.

(c) Copies of all notices of any violation relating to the Bulk Property (or any portion thereof) which is uncorrected, if any.

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(d) Copies of documents related to work done or to be done on the Bulk Property (or any portion thereof) by Seller, its agents or contractors.

(e) Copies of real property tax assessments with respect to the Bulk Property (or any portion thereof).

(f) Copies of all documents related to the subdivision of the Bulk Property (or any portion thereof).

(g) Copies of all development agreements, bonds, and other agreements with the City of Ranson relating to the development of the Bulk Property (or any portion thereof).

4. **Development Conditions and Agreements**.

(a) Seller and Buyer acknowledge and agree that the following conditions shall constitute conditions precedent to Buyer's obligation to purchase the applicable Property pursuant to and in accordance with this Contract:

(i) All matters at issue in the adversary proceeding pending in the Bankruptcy Case captioned "*Marcus Enterprises Inc. v. City of Ranson and MVB Bank*,"AP No. 3:16-ap-00020 (the "Adversary Proceeding") have been resolved to the satisfaction of Buyer in its sole and absolute discretion (a dismissal with prejudice of the Adversary Proceeding shall be deemed to be a resolution satisfactory to Buyer, but shall not constitute the sole resolution which may be satisfactory to Buyer).

(ii) All violations and other matters raised in that certain Notice of Violations and Notice of Breach of Development Agreement, dated December 21, 2015, from the City of Ranson to Seller (the "Notice of Violations") have been resolved to the satisfaction of Buyer in its sole and absolute discretion (satisfaction of all other conditions precedent, including a dismissal with prejudice of the Adversary Proceeding whereby the City of Ranson releases the Seller from all claims arising under the Notice of Violations shall constitute a resolution of said Notice of Violations satisfactory to Buyer).

(iii) All applicable departments, offices and officials of the City of Ranson (collectively, the "City Departments") shall have acknowledged in writing that the Final Section B Plat is valid and constitutes a vested property right of Seller.

(iv) All City Departments shall have approved a boundary line adjustment plat (the "Boundary Adjustment Plat") modifying the Final Section B Plat to adjust the widths of the Existing Lots from varying widths of 22 feet to 24 feet to a uniform width of 20 feet without creating additional density.

(v) All City Departments and the homeowners' association governing Phase VI of the Subdivision (the "HOA") shall have approved Buyer's plans to construct two-story, front-loaded parking, non-garage townhomes (the "Townhome Product") on the Existing Lots and the Potential Lots (if applicable).

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(vi) All City Departments and the HOA shall have agreed that Buyer will not be responsible for any of the prior-developed Phases or Sections of the Subdivision, except for (1) infrastructure and roadway work in the areas specifically designated and depicted on **Exhibit C** attached hereto and made a part hereof relating to the Existing Lots, and (2) if the Potential Lots are created and approved by all City Departments and platted, installation of new water and sewer services to be cut into the base asphalt and potential grading of the lot areas, as well as dry utility services and primary conduits relating to the Potential Lots. (the work described in clauses (1) and (2) above is referred to herein as "Buyer's Development Work").

(vii) All City Departments shall have agreed to permit Buyer to complete Buyer's Development Work and build out the Existing Lots fronting on Thumper Drive prior to completing Buyer's Development Work for the Existing Lots fronting on Whiskers Way, as long as all such work is bonded by Buyer under a bond as required by the City Departments.

(viii) All City Departments, and the HOA shall have consented in writing to the removal of the proposed pool and clubhouse from the development obligations imposed on the Existing Lots and provided for on the Potential Lots Land and shall not impose any additional or unforeseen conditions that result in additional development costs or obligations in excess of Buyer's Development Work.

Seller agrees that the foregoing conditions shall constitute express conditions precedent to Buyer's obligations to purchase the applicable Property in accordance with Paragraph 9 of this Contract.

(b) Seller and Buyer have agreed to the following terms, covenants and conditions relating to the development of Existing Lots and the Potential Lots Land:

(i) Prior to the applicable Closing, Seller shall, without charge therefor, cooperate fully, and request others to cooperate fully, with Buyer, in satisfying the conditions set forth in Paragraph 4(a) above.

(ii) Seller agrees that that Buyer shall not be responsible for any of the prior-developed Phases or Sections of the Subdivision, except for the Buyer's Development Work. Seller agrees that any existing bond work remaining on prior-developed Phases or Sections of the Subdivision shall be and remain the sole responsibility of Seller and must be completed by Seller at Seller's expense or by use of existing or future bond funds. Notwithstanding the foregoing, Buyer shall be solely responsible for all Identified Repairs (hereinafter defined) after the applicable Closing.

(iii) Seller and Buyer agree that after Closing, Buyer's obligations relating to the infrastructure shall be limited to Buyer's Development Work. Seller agrees that Buyer's Development Work shall not include any work required to repair any damaged or improperly installed infrastructure and Seller shall remain liable for such damage or improper installation, subject to the provisions of Paragraph 12(e) below.

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(iv) Buyer shall be solely responsible for posting any bond and negotiating a development agreement on behalf of Seller for the completion of the Buyer's Development Work. All engineering, surveys, and other development costs associated with such development agreement and the Buyer's Development Work shall be the sole responsibility of Buyer.

(v) Seller shall grant architectural approval for the Townhome Product either as Declarant or through the HOA Architectural Review Committee, if any, prior to the first closing of a lot improved by the Townhome Product.

The covenants and agreements set forth in Paragraphs 4(b)(ii)-(v) above shall survive Closing, shall be made expressly binding on Seller and its assigns, and shall be expressly incorporated into the Contract Approval Order (hereinafter defined).

5. **Inspections and Study Period**.

(a) Buyer, its agents, servants, employees, engineers, invitees and/or designees, at their risk and expense, shall have the full right during the period of time (the "Initial Study Period"), commencing on the Effective Date of this Contract and expiring on the date that is **ninety (90) days** after the date the Bankruptcy Court enters the Contract Approval Order (the "Initial Study Period Expiration Date"), to enter upon the Existing Lots and the Potential Lots Land (collectively the "Subject Land") at any reasonable time, and from time to time, for purposes of conducting studies, environmental audits, investigations and the like with respect to the Subject Land.

(b) During the Initial Study Period, Buyer shall use its commercially reasonable efforts to (i) negotiate a development agreement with the City of Ranson addressing Buyer's obligations to complete the Buyer's Development Work consistent with the provisions of Paragraph 4 above and containing such other provisions as Buyer may desire in its sole discretion and consistent with the provisions of this Contract (the "Buyer's Development Agreement"), (ii) obtain approval of the Boundary Adjustment Plat and (iii) obtain approval for the creation of the Potential Lots. If, despite using its commercially efforts, Buyer is unable to satisfy any of the conditions set forth in foregoing clauses (b)(i), (b)(ii) and/or (b)(iii), Buyer shall be entitled to extend the Initial Study Period Expiration Date up three (3) times for a period of thirty (30) days each time (for a total of ninety (90) days). Each such extension shall be automatic, but Buyer shall provide written notice to Seller that each such extension has occurred. The Initial Study Period as so extended is referred to herein as the "Study Period."

(c) Buyer shall have the right to terminate this Contract, by written notice to Seller sent on or before 5:00 pm (Ranson WV time) on the final day of the Study Period (the "Study Period Expiration Deadline"), in its sole and absolute discretion, (i) if Buyer is dissatisfied with the results of any inspections, studies or due diligence conducted with respect to the Bulk Property (or any portion thereof), (ii) if Buyer is dissatisfied with any materials furnished to it pursuant to the terms of this Contract, or (iii) Buyer is unable to satisfy any of the conditions set forth in clauses 5(b)(i) or 5(b)(ii) above. For avoidance of doubt, Buyer shall not have the right to terminate this Contract if Buyer is unable to satisfy the condition set forth in

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clause 5(b)(iii) above. In the event that Buyer terminates this Contract pursuant to the provisions of this Paragraph, neither party shall have any further liability to the other. The failure of Buyer to give Seller written notice of termination on or before the Study Period Expiration Deadline shall constitute a waiver of this contingency by Buyer, in which case, Buyer shall deliver the Deposit to Escrow Agent in accordance with Paragraph 2(a) above. Buyer's right to terminate this Contract pursuant to the terms of this Paragraph is in addition to such other rights set forth elsewhere herein; and this Paragraph and any election hereunder shall not be deemed a waiver or election against such other rights.

(d) If Buyer enters the Subject Land prior to the applicable Closing, Buyer shall: (A) keep the Subject Land free and clear of any and all liens or claims resulting therefrom; (B) defend, indemnify and hold harmless Seller against and from any claim or liability imposed or sought to be imposed upon Seller as a result of actions by Buyer, its employees, agents, architects and engineers on the Subject Land; and (C) agree not to damage or harm the Subject Land and to return the Subject Land to its condition prior to entry or testing thereon by Buyer, its employees, agents, architects and engineers.

6. **Title; Title Insurance**. At the applicable Closing, a deed for the applicable Property containing covenants of special warranty and further assurance shall be executed at Buyer's expense by Seller, which shall convey good and marketable fee simple title to such Property to Buyer. Title to the applicable Property shall be good of record and fact, free of liens and encumbrances, subject only to those restrictions acceptable to Buyer in its sole discretion (the "Permitted Exceptions"). Buyer may, at Buyer's expense, promptly after executing this Contract, seek a commitment (the "Title Commitment") from a title insurance company of Buyer's choice which is licensed to do business in the State of West Virginia for an owner's title insurance policy on the most recent Standard ALTA Policy form. If the Title Commitment shows exceptions that are unacceptable to Buyer, then, Buyer shall give Seller notice on or before the Initial Study Period Expiration Date. Unless Seller gives Buyer written notice within five (5) days thereafter that Seller will cure the title defects at or prior to the applicable Closing, Buyer may, at its written election: (i) terminate this Contract or (ii) waive all those title defects exceptions and proceed with the applicable Closing hereunder. Seller covenants in Paragraph 7(f) below that it will not further encumber the Bulk Property (or any portion thereof) without the written consent of Buyer and that it will not voluntarily create or cause or permit a lien or encumbrance to attach to the Bulk Property (or any portion thereof) between the Effective Date of this Contract and the applicable Closing. Notwithstanding the foregoing, any monetary lien or encumbrance encumbering the Bulk Property (or any portion thereof), including any existing mortgage, deed of trust, judgment lien or similar lien against the Bulk Property (or any portion thereof) that can be discharged by the payment of money, shall be discharged by Seller at or prior to Closing or be included in the Motion to Approve Contract (hereinafter defined) and required notices issued pursuant thereto.

7. **Covenants, Representations and Warranties of Seller**. In order to induce Buyer to enter into this Contract and to purchase the applicable Property, and in addition to the warranties and representations contained elsewhere in this Contract, Seller makes the following representations, warranties and covenants, each of which is material and is relied upon by Buyer,

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and each of which shall be true as of the Effective Date and as of the date of the applicable Closing:

(a) Seller owns good and marketable fee simple title to the Bulk Property, free and clear of liens and encumbrances (except those liens and encumbrances as disclosed in Seller's Bankruptcy Case), restrictions and easements of any kind whatsoever, excepting only the Permitted Exceptions.

(b) Seller is a duly organized and validly existing limited liability company licensed to do business in the State of West Virginia. Subject to Bankruptcy Court approval, Seller has full power and is duly authorized to enter into and perform this Contract. Seller has duly and validly executed this Contract, and has obtained all necessary company consents.

(c) Seller is a manger-managed West Virginia limited liability company. Ronald E. Marcus is the duly-appointed Manager of Seller and he is authorized to execute this Contract on behalf of Seller and any other document that Seller is required to execute pursuant to the terms hereof has been duly and properly authorized to do so.

(d) Ronald E. Marcus is the sole member of Seller.

(e) Except for the Bankruptcy Case, the Adversary Proceeding and the Notice of Violations, no actions, suits or proceedings have been instituted or threatened against or affecting Seller or the Bulk Property (or any portion thereof), at law or in equity or before any Federal, State, municipal or local governmental authority, department, commission, board, bureau, agency or instrumentality thereof.

(f) Seller will not further encumber the Bulk Property (or any portion thereof) without the written consent of Buyer and will not voluntarily create or cause or permit a lien or encumbrance to attach to the Bulk Property (or any portion thereof) between the Effective Date of this Contract and the applicable Closing.

(g) Except for those issues involving the City of Ranson as set forth herein, Seller has not received notice of violation of any building, zoning, health or other ordinances, resolutions, statutes or regulations of any government or governmental agencies, with respect to the use, occupation, maintenance, condition or operation of the Bulk Property (or any portion thereof) which has not been cured.

(h) None of the materials that have been provided to Buyer pursuant to the terms of Paragraph 3 hereof are untrue or incomplete in any material adverse respect as of the date they were prepared, and none of the materials, documents and financial information which have been provided to Buyer prior to execution of this Contract are untrue or incomplete in any material adverse respect as of the date they were prepared. Seller shall continue to provide Buyer with copies of all material documents of the nature described in Paragraph 3 hereof, which Seller receives prior to the applicable Closing.

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(i) Neither the execution of this Contract nor the consummation of the transactions contemplated hereby will: (A) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party; (B) violate any restriction to which Seller is subject, other than restrictions imposed on Seller in the Bankruptcy Case; or (C) conflict with or violate Seller's Articles of Organization or Operating Agreement.

(j) Seller, its agents, tenants or licensees have not placed on the Subject Land (or any portion thereof), and to the best of Seller's knowledge, the Subject Land (or any portion thereof) (including the land, surface water, ground water, and any improvements) is free of, any material amounts of waste or debris, and Seller, its agents, employees, members and managers have not placed on the Subject Land (or any portion thereof), and to the knowledge of Seller, the Subject Land is free of all contamination including: (i) any "Hazardous Waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (iii) any substance the presence of which on the Subject Land (or any portion thereof) is prohibited by any other federal, state, or local law applicable to the Subject Land; and (iv) underground storage tanks. No landfill or earthmoving has occurred on the Subject Land (or any portion thereof) and no debris has been buried or placed on the Subject Land (or any portion thereof).

(k) No portion of the Subject Land is located in any flood zone, flood hazard area, flood plain or similarly designated zone on the applicable FEMA maps, or in a "wetlands" area as defined by any governmental authority.

(l) There is no actual or pending designation of all or any portion of the Subject Land, or of the area or district in which the Subject Land is located, as an historic district, site, building, battlefield, structure, object or other resource on the National Register of Historic Places or any other similar list or survey maintained by any governmental authorities such that the Subject Land (or any portion thereof) is or may become subject to development restrictions or prohibitions, nor does Seller have any knowledge that any such designation is contemplated.

(m) The Subject Land (or any portion thereof) does not contain any cemeteries or graveyards, and the Subject Land (or any portion thereof) is not subject to any easements for access to any cemeteries or graveyards.

(n) Seller and Buyer have negotiated this Contract at arms-length and the consideration to be paid represents fair value for the assets to be transferred.

(o) The Existing Lots are currently zoned to allow for the construction of residential townhome units. Except for the Notice of Violations, no petition, application or proceeding is pending or threatened to alter the zoning of the Subject Land (or any portion thereof).

(p) Except for the recorded Declaration for the Subdivision and any existing development agreement between Seller and the City of Ranson, Seller has made no commitments relative to the Bulk Property (or any portion thereof), whether verbally or in writing, to any governmental authority or any neighboring property owner, which would be binding on Buyer after the applicable Closing.

(q) There is not now pending or threatened eminent domain or condemnation proceedings that would affect the Bulk Property (or any portion thereof).

(r) There is no pending moratorium on, or other impediment to, immediate public sewer and water availability that is applicable to any portion of the Bulk Property (or any portion thereof).

(s) The Bulk Property (or any portion thereof) has not been used for purposes of mining or explorations for mineral, chemicals or other natural resources.

(t) Seller will not take or cause to be taken any action, or fail to perform any obligation, which would cause any of the foregoing representations or warranties to be untrue as of the applicable Closing. Seller shall immediately notify Buyer, in writing, of any event or condition known to Seller which occurs prior to the applicable Closing hereunder, that causes a change in the facts relating to, or the truth of, any of the above covenants, representations or warranties.

(u) No third party has any agreement, or right of first refusal, to purchase the Bulk Property (or any portion thereof).

(v) There are no tenants or other parties occupying the Subject Land (or any portion thereof).

(w) In addition to, but not in limitation of, other default remedies herein elsewhere stated, in the event that any of the aforesaid covenants, representations and/or warranties are not true, shall not have been complied with or shall not have transpired now or at the time of the applicable Closing, Buyer, at any time prior to or at the applicable Closing, may declare this Contract null and void and of no further effect.

8. **Possession; Risk of Loss.**

(a) Except for Buyer's right of inspection as set forth in Paragraph 5 above, possession of the applicable Property shall be given to Buyer as of the date of the applicable Closing, free and clear of (i) the possessory interests of any parties, and (ii) all trash and debris.

(b) The applicable Property shall be held at the risk of Seller until the applicable Closing hereunder or possession has been given to Buyer, whichever occurs first.

9. **Conditions Precedent to Buyer's Obligations.**

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(a) Buyer's obligations hereunder to complete the applicable Closing shall be conditioned upon satisfaction of each of the following conditions:

(i) Each of Seller's representations and warranties as set forth in Paragraph 7 hereof being true as of the date of applicable Closing with respect to the Property that is the subject of such Closing. Notwithstanding that certain of Seller's representations and warranties may be limited to the extent of Seller's knowledge of the facts stated therein, the conditions precedent to Buyer's obligation to settle hereunder set forth in this Paragraph 9(a) shall not be so limited, and the satisfaction of said conditions shall depend upon the actual correctness as of the time of the applicable Closing of the facts stated in all such representations and warranties.

(ii) All conditions precedent set forth in Paragraph 4(a) of this Contract shall have been satisfied.

(iii) Seller and the City of Ranson have executed the Buyer's Development Agreement.

(iv) The Boundary Adjustment Plat shall be approved and recorded.

(v) There shall be no injunction or stay in effect prohibiting the sale of the applicable Property to Buyer pursuant to and in accordance with this Contract.

(vi) A final plat (the "Potential Lots Plat") creating at least two (2) townhome lots in size and location acceptable to Buyer in its sole discretion (each a "Potential Lot" and collectively, the "Potential Lots") out of the Potential Lots Land is approved by all City Departments in accordance with applicable law, and the Declaration for the Subdivision has been amended to incorporate the Potential Lots into the Subdivision.

(b) Buyer alone shall have the benefit of the satisfaction of the conditions precedent set forth Paragraph 9(a) above, and shall be entitled to waive Buyer's rights thereto. In the event the conditions precedent have not been satisfied on or before **the end of the Study Period,** then Buyer shall have the right to either (i) terminate this Contract by written notice to Seller, in which event the parties shall be relieved of all obligations hereunder, (ii) extend the time for the satisfaction of the condition by up to one (1) additional year by written notice to Seller, which notice shall set forth the length of the extension, (iii) waive the condition(s) and proceed to the applicable Closing, or (iv) declare Seller in default and exercise Buyer's remedies for default under Paragraph 13 hereof. In the event that Buyer elects to extend the time for the satisfaction of the condition, and the condition has not been satisfied by the conclusion of the extension, then at such time, Buyer may exercise options (i), (ii), (iii) or (iv) above.

(c) The parties acknowledge that Seller is a Chapter 11 Debtor in Possession under 11 U.S.C. Chapter 11, in the Bankruptcy Case. Notwithstanding any other provision of this Contract, an express condition precedent to Seller's obligations under this Contract is the Bankruptcy Court's approval of this Contract and authorization to sell the applicable Property under 11 U.S.C. § 363(f) free and clear of all liens, claims, encumbrances and liabilities against

Seller or against such Property. Seller agrees within ten (10) days from the Effective Date of this Contract, to file a motion, in form satisfactory to Buyer, for the approval of this Contract by the Bankruptcy Court (the "Motion to Approve Contract"), and diligently pursue an order from the Bankruptcy Court approving this Contract, in form satisfactory to Buyer (the "Contract Approval Order"). In the event Seller does not obtain the Bankruptcy Court's approval of this Contract within forty-five (45) days of the Effective Date, or if the Bankruptcy Court denies approval of this Contract, this Contract shall be null and void; provided, however, that if the Motion to Approve Contract is still pending as of such 45-day deadline, Buyer shall have the right to extend such deadline by an additional 30 day period by notifying Seller in writing of such extension.

(d) Notwithstanding the preceding provisions of this Paragraph 9, if all of the conditions precedent set forth in Paragraph 9(a) and 9(c) above are satisfied or waived by Buyer, excepting only the condition precedent set forth in Paragraph 9(a)(vi) above (the "Potential Lots Condition"), and Seller is not in default under this Contract, Buyer shall proceed to Closing to purchase the Existing Lots Property, and Buyer shall have no further obligation to purchase the Potential Lots Property.

10. **Seller's Deliveries.**

(a) In addition to other conditions precedent set forth elsewhere in this Contract, Seller shall deliver to Buyer at the applicable Closing all of the following, the delivery of which shall be a condition to Buyer's obligation to consummate the purchase of the applicable Property.

(i) Warranty Deed. A duly acknowledged special warranty deed conveying the applicable Property to Buyer conforming to the requirements of Paragraph 6 above, and in form satisfactory to Buyer.

(ii) Bill of Sale. A duly acknowledged bill of sale and general assignment executed Seller conveying property set forth in Paragraphs 1(a)(ii) and/or 1(b)(ii) above, as applicable, to Buyer, and in form satisfactory to Buyer.

(iii) Assignment of Permits, Licenses, Etc. A duly acknowledged assignment of Seller's right, title and interest in and to the property set forth in Paragraphs 1(a)(iv) and/or 1(b)(iv) above, as applicable, to Buyer, and in form satisfactory to Buyer.

(iv) Original Documents. Originals of all surveys, plats, engineering reports, studies, environmental studies and other documents delivered by Seller to Buyer under Paragraph 3 hereof.

(v) Additional Documents. Such additional customary documents as may be reasonably requested by Buyer or Buyer's title company to consummate the transactions described herein and to cause the title company to issue and deliver its title policy subject only the Permitted Exceptions and such other exceptions to which Buyer consents.

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11. **Closing.**

(a) The closing, at which time the parties shall settle on the Bulk Property (the "Bulk Closing"), shall occur within **thirty (30) days** of satisfaction of the conditions precedent described in Paragraph 9 hereof. The Bulk Closing shall occur on a date and time and at such place or places in Jefferson or Berkeley County, West Virginia designated by Buyer in a written notice to Seller no later than five (5) days prior to the date selected by Buyer. Seller and Buyer may mutually extend the date of the Bulk Closing by a written agreement to such effect. At the time of the Bulk Closing, the Bulk Purchase Price, subject to any adjustments contained in this Contract, less the Deposit, shall be payable by Buyer to Seller in cash, certified check, title company check, or wire transfer.

(b) In the event that Buyer is required to proceed to closing under Paragraph 9(d) above, the Closing shall apply to the Existing Lots only (the "Existing Lots Closing"), and the Existing Lots Closing shall occur within **thirty (30) days** of satisfaction of the conditions precedent described in Paragraph 9 hereof (excluding the Potential Lots Condition). The Existing Lots Closing shall occur on a date and time and at such place or places in Jefferson or Berkeley County, West Virginia designated by Buyer in a written notice to Seller no later than five (5) days prior to the date selected by Buyer. Seller and Buyer may mutually extend the date of the Existing Lots Closing by a written agreement to such effect. At the time of the Existing Lots Closing, the Existing Lots Purchase Price, subject to any adjustments contained in this Contract, less the Deposit, shall be payable by Buyer to Seller in cash, certified check, title company check, or wire transfer.

12. **Adjustments, Prorations and Closing Costs.**

(a) Any taxes, general or special, and all other public or governmental charges or assessments against the applicable Property which are, or may be, payable on an annual basis (including benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements, completed or commenced, on or prior to the date hereof, or subsequent thereto), shall be adjusted and apportioned as of the date of applicable Closing, and are to be assumed and paid thereafter by Buyer, said adjustment apportionment to be on the basis of the fiscal year for which assessed, whether or not such assessments had been levied as of the date of such Closing. The parties understand and acknowledge that there are substantial back real estate taxes due and owing on the Existing Lots, and that Buyer shall be solely responsible for the payment at Closing of all such back taxes and all penalties and interest thereon.

(b) All other charges, if any, and fees customarily pro-rated and adjusted in similar transactions shall be pro-rated at the applicable Closing and thereafter assumed by Buyer. In the event that accurate prorations and other adjustments cannot be made at such Closing because current bills or statements are not obtainable, the parties shall pro-rate on the best available information, subject to adjustment upon receipt of the final bill or statement.

(c) Seller shall be responsible for paying all documentary stamps, recordation taxes, excise taxes and/or transfer taxes. Buyer shall be responsible for its title insurance costs

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and all costs, including recording fees, relative to the Boundary Adjustment Plat and the Potential Lots Plat. Each party shall be responsible for the fees of its respective legal counsel.

(d) Seller shall pay at the applicable Closing, without any contribution from Buyer any agricultural land, rezoning, recapture or roll-back tax due in connection with the conveyance or deed for the applicable Property being settled under any law, regulation or ordinance (or any similar tax or assessment).

(e) During the Initial Study Period, Buyer shall video, test, and inspect all previously installed wet and dry utilities serving the Existing Lots and provide Seller with the results of all such testing and inspections. If repair issues are identified by such testing and inspections (the "Identified Repairs"), Seller and Buyer shall agree to a reasonable estimate of the cost to make the Identified Repairs (the "Identified Repairs Costs"). Buyer shall be entitled to a credit in the amount of the Identified Repairs Costs against the Existing Lots Purchase Price at the applicable Closing, and Buyer shall be solely responsible for making all Identified Repairs after Closing. Buyer's obligations under this this clause (e) shall survive Closing.

13. Default.

(a) Default by Buyer. In the event that all conditions precedent to Buyer's obligation to consummate the transactions contemplated by this Contract have been satisfied or waived, and Buyer is not entitled to terminate this Contract under any provisions hereof, then in the event of default by Buyer under this Contract, Seller shall be entitled to the Deposit, as liquidated damages, as its sole remedy. It is expressly agreed that damages would be difficult or impossible to measure, and the parties have agreed that the Deposit is a fair estimation of the damages. The parties have further agreed that this is a sole and only remedy of Seller against Buyer in the event of Buyer's default, and Seller shall have no other remedy against Buyer whatsoever, including any right to specific performance, injunction or damages beyond the forfeiture of the Deposit as liquidated damages. Upon the acceptance of the Deposit by Seller as liquidated damages pursuant to this Paragraph 13(a), neither party to this Contract shall have any further liability to the other and this Contract shall be and become null and void and of no further force and effect, either at law or in equity.

(b) Default by Seller. If all conditions and other events precedent to Seller's obligations to consummate the transactions contemplated by this Contract have been satisfied or waived, but Seller fails, refuses or is unable to consummate the purchase and sale contemplated by this Contract, or to perform any other obligation required by this Contract, then Buyer shall be entitled to any right or remedy at law or equity, including actions for specific performance and/or damages.

(c) Notice. Neither party shall be deemed to be in default hereunder, unless and until, it shall have been sent notice of such default by the other party, and shall have failed to cure the default within ten (10) days of the date of such notice.

14. **Governmental Moratorium**. Notwithstanding anything in this Contract to the contrary, if at the time scheduled for Closing, there is any law, ordinance, regulation or

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moratorium ("Moratorium") imposed, enacted or proposed by the federal, state, county or city government, or any agency or subdivision thereof, the effect of which would either: (a) impair Buyer's ability to obtain any approvals, building permits necessary for the construction or installation of any improvements on the applicable Property necessary to develop it for its intended use as a development of single family residences or the issuance of occupancy permits upon completion of construction ("Intended Use"); (b) impair the connection of the improvements to the public utilities necessary for the development of the applicable Property for its Intended Use; or (c) require additional contributions from Buyer as a condition of development of the applicable Property for its Intended Use; then in that event, Buyer shall have the right at its sole option, to: (i) notify Seller that this Contract, and all time periods set forth herein, are extended until thirty (30) days after termination of such Moratorium; or (ii) waive its rights under this Paragraph and settle in accordance with the terms of this Contract. In any event, if such delay caused by a moratorium extends one (1) year, either party may terminate this Contract by written notice of same to the other, and Seller and Buyer shall be relieved of further liability under this Contract at law or equity, except for indemnification obligations hereunder.

15. **Agency**. Seller and Buyer each warrant and represent to the other that neither has used the services of any real estate broker, agent or finder in connection with this Contract, except for a commission or fee to be paid by Buyer to Keller Williams pursuant to an agreement with Buyer. In reliance of these warranties and representations, each party agrees to indemnify and hold the other harmless against any claim by any real estate broker, agent or finder for a commission or fee arising by reason of the indemnifying party's breach of its representation and warranty. The provisions of this Paragraph 15 shall survive each Closing and the delivery of the deed to the applicable Property. Notwithstanding any provision of this Contract, any proposed commission must be approved by the Bankruptcy Court in the Contract Approval Order. Any third party who has claimed or may have claimed a fee or commission with respect to any portion of the Bulk Property in the past and is known to Buyer or Seller, including without limitation Christopher B. Shultz, or any affiliate or associate of Mr. Shultz, shall be notified of the Motion to Approve Contract and any claim such party has to a fee or commission shall be adjudicated in the hearing on the Motion to Approve Contract. Notwithstanding the foregoing, under no circumstances shall the Buyer be responsible for any fee or commission relating to the sale of any portion of the Bulk Property except for the commission to be paid by Buyer to Keller Williams described above.

16. **Notices**. Any notice or demand under this Contract shall be in writing and sent by registered or certified mail, return receipt requested, postage prepaid, or by recognized overnight courier service, such as Federal Express, or by electronic mail as follows:

If to Seller: Marcus Enterprises LLC
Attention: Ron Marcus
741 East Washington Street
Charles Town, WV 25414
email: rmarcus@marcusenterprises.com

Attachment: EXHIBIT A - BR Contract of Sale (1225 : Briar Run Development Agreement)

With a copy to:	Tate Russack, Esquire 100 Severn Avenue, Suite 101 Annapolis, MD 21043 email: tate@russcaklaw.com
If to Buyer:	DR Acquisitions, LLC Attention: Dan Ryan 64 Thomas Johnson Drive, Suite 110 Frederick, MD 21702 email: dryan@danryanbuilders.com
With a copy to:	Robert E. Glenn, Esquire Jackson Kelly PLLC 310 West Burke Street Martinsburg, WV 25443 rglenn@jacksonkelly.com

Any such notice or demand shall be deemed given three (3) days after same has been deposited in the United States mail as aforesaid, or the next business day after deposited with a recognized overnight courier, or if sent by facsimile or electronic mail, the same day if sent before 5:00 PM Ranson WV time on a business day or the next business day if sent on a weekend or holiday. Either party by notice to the other in accordance with the above, may designate a substitute address for such notice or demand and thereafter such substitute address shall be used for the giving of notice or demand.

17. **Miscellaneous**.

(a) This Contract shall inure to the benefit of and be binding upon Seller and Buyer and their respective heirs, personal representatives, successors and assigns. Buyer specifically reserves the right at any time prior to or at Closing to assign this Contract to a person or entity selected by it in its sole and absolute discretion, in which event such assignee shall be entitled to all benefits of and be subject to obligations of Buyer hereunder; provided, that such assignee shall not be affiliated with Seller or any of its members. In the event of assignment by Buyer, Buyer shall be relieved of all obligations hereunder and the assignee shall be solely responsible for all obligations hereunder.

(b) This Contract contains the final and entire agreement between the parties hereto and supersedes all prior oral representations, negotiations and agreements, and neither the parties, nor their agents, shall be bound by any terms, conditions and representations not herein written. This Contract may not be modified or changed orally, but only by agreement in writing signed by the party against whom enforcement of any such change is sought.

(c) The interpretation, construction and performance of this Contract shall be governed by the laws of the state where the Property is located.

Attachment: EXHIBIT A - BR Contract of Sale (1225 : Briar Run Development Agreement)

(d) The titles of the paragraphs are inserted as a matter of convenience and for reference and in no way define, limit or describe the scope of this Contract or the intent of any provision thereof.

(e) This Contract is the result of the combined draftsmanship and/or review of Seller and Buyer and/or their respective agents. Accordingly, there shall be no presumption or interpretation of this Contract based on its having been drafted by one or the other.

(f) Each party shall reasonably cooperate with the other in connection the satisfaction of any condition or obligation which must be satisfied by closing pursuant to the terms of this Contract, and in connection therewith each party agrees to execute any document contemplated by the terms of this Contract, which may be reasonably requested by the other party.

(g) Signatures to this Contract transmitted electronically or by telecopy shall be binding on the party transmitting such signatures and such party shall not use as a defense against the enforceability of this Contract the fact that such signature so transmitted is not original. Notwithstanding the foregoing, each party hereby agrees to cooperate in the execution and delivery of original counterpart versions of this Contract, which, when delivered shall replace and supersede any facsimile hereof. This Contract may be signed in counterparts, all of which, when taken together, shall constitute a single and enforceable agreement.

(h) Time shall be of the essence of each and every provision of this Contract.

(i) Except as otherwise specified herein, no party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

(j) No determination by any court, governmental or administrative entity or otherwise that any provision of this Contract or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision, or (ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

(k) Nothing in the provisions of this Contract shall be deemed in any way to create between the parties hereto any relationship of partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

(l) Seller and Buyer each agree to irrevocably and unconditionally waive their respective rights to have any dispute arising under this Contract or with respect to the Property determined by a jury trial. This waiver is knowingly and willingly made by Seller and Buyer after due consultation with counsel of their choice.

Attachment: EXHIBIT A - BR Contract of Sale (1225 : Briar Run Development Agreement)

(m) Notwithstanding anything to the contrary herein contained, if Closing has not occurred **thirty (30) months** from the Effective Date, this Contract shall be null and void and the parties relieved of all obligations hereunder.

18. **Effective Date.**

(a) This Contract, and Buyer's offer to purchase herein, shall be null and void unless Seller shall execute and date this Contract (and return a fully executed copy of this Contract to Buyer) on or before **January _____, 2017.**

(b) Subject to the provisions of subparagraph (a) above, the "Effective Date" of this Contract shall be the date upon which both Buyer and Seller agree to all of the terms and conditions set forth herein, as evidenced by the latest date set forth next to the parties signatures below.

[SEE SIGNATURES ON NEXT PAGE]

Attachment: EXHIBIT A - BR Contract of Sale (1225 : Briar Run Development Agreement)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below shown.

ATTEST/WITNESS:

SELLER:

MARCUS ENTERPRISES LLC

By _____ (SEAL)
Ronald E. Marcus
Manager and Sole Member

Date 1/10/17

ATTEST/WITNESS

BUYER:

DR ACQUISITIONS, LLC

Kimberly Syedik

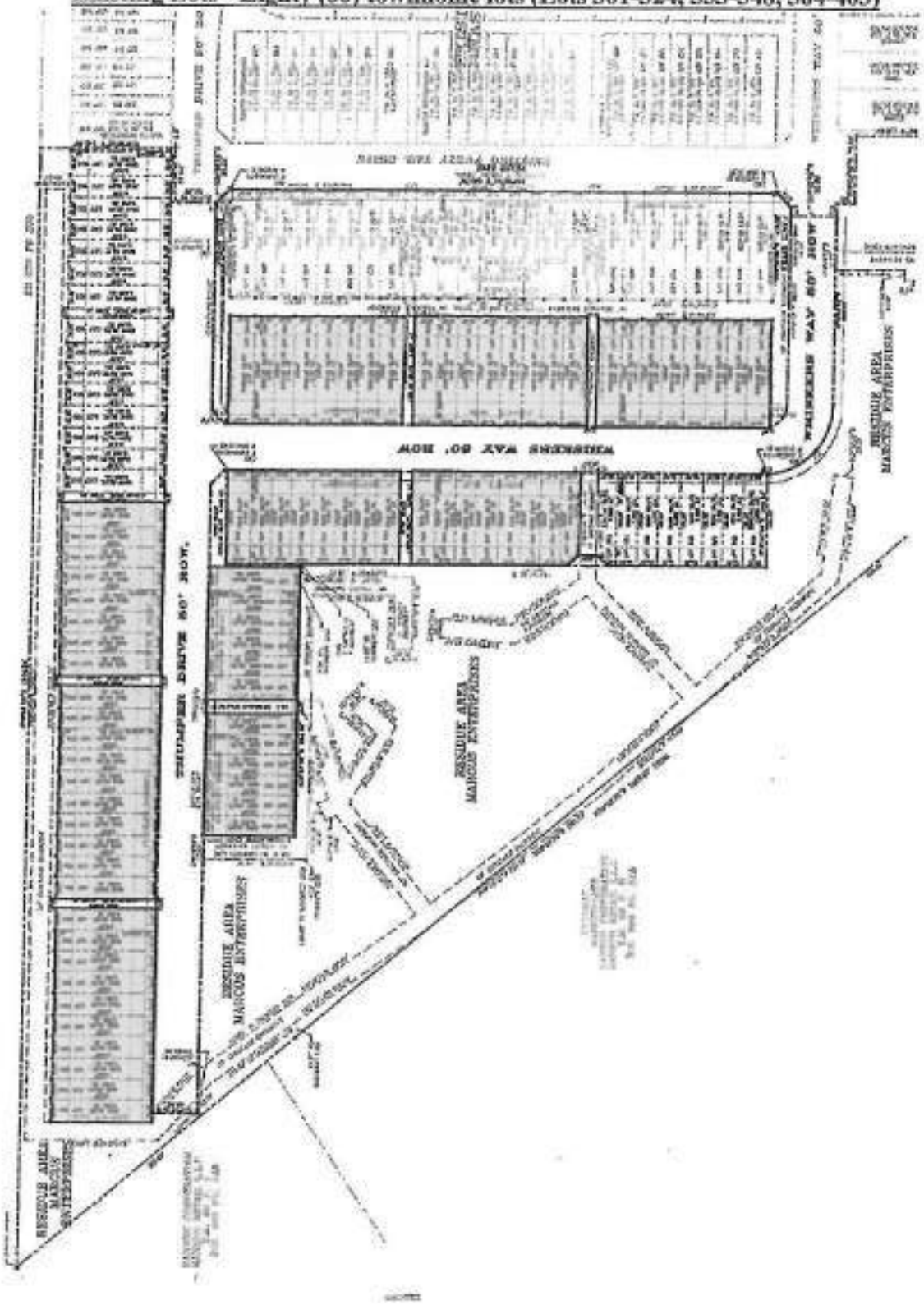
By: _____ (SEAL)
Dan Ryan, President

Date 1/11/17

Attachment: EXHIBIT A - BR Contract of Sale (1225 : Briar Run Development Agreement)

EXHIBIT A

Existing Lots - Eighty (80) townhome lots (Lots 301-324, 333-348, 364-403)



Attachment: EXHIBIT A - BR Contract of Sale (1225 : Briar Run Development Agreement)

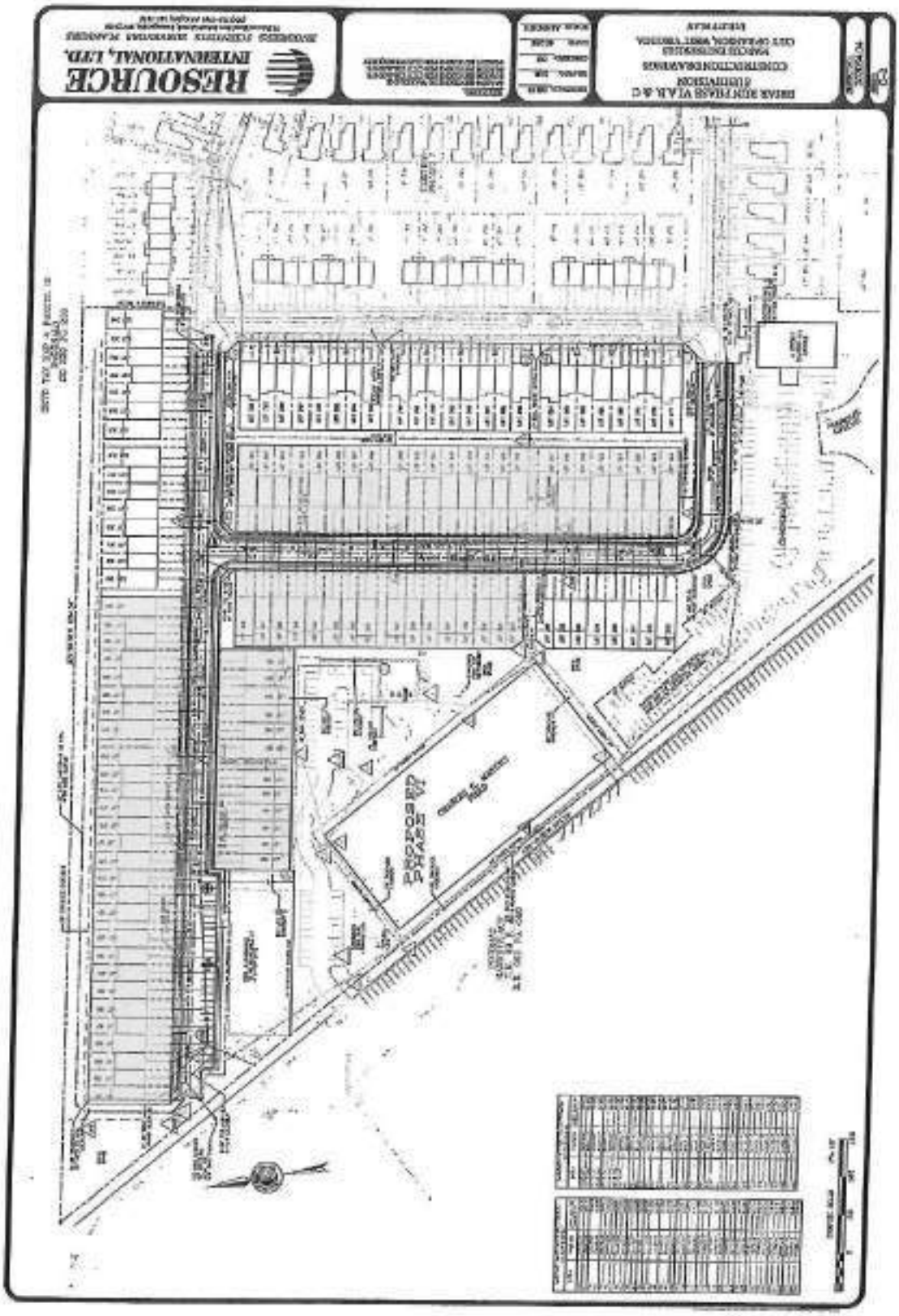
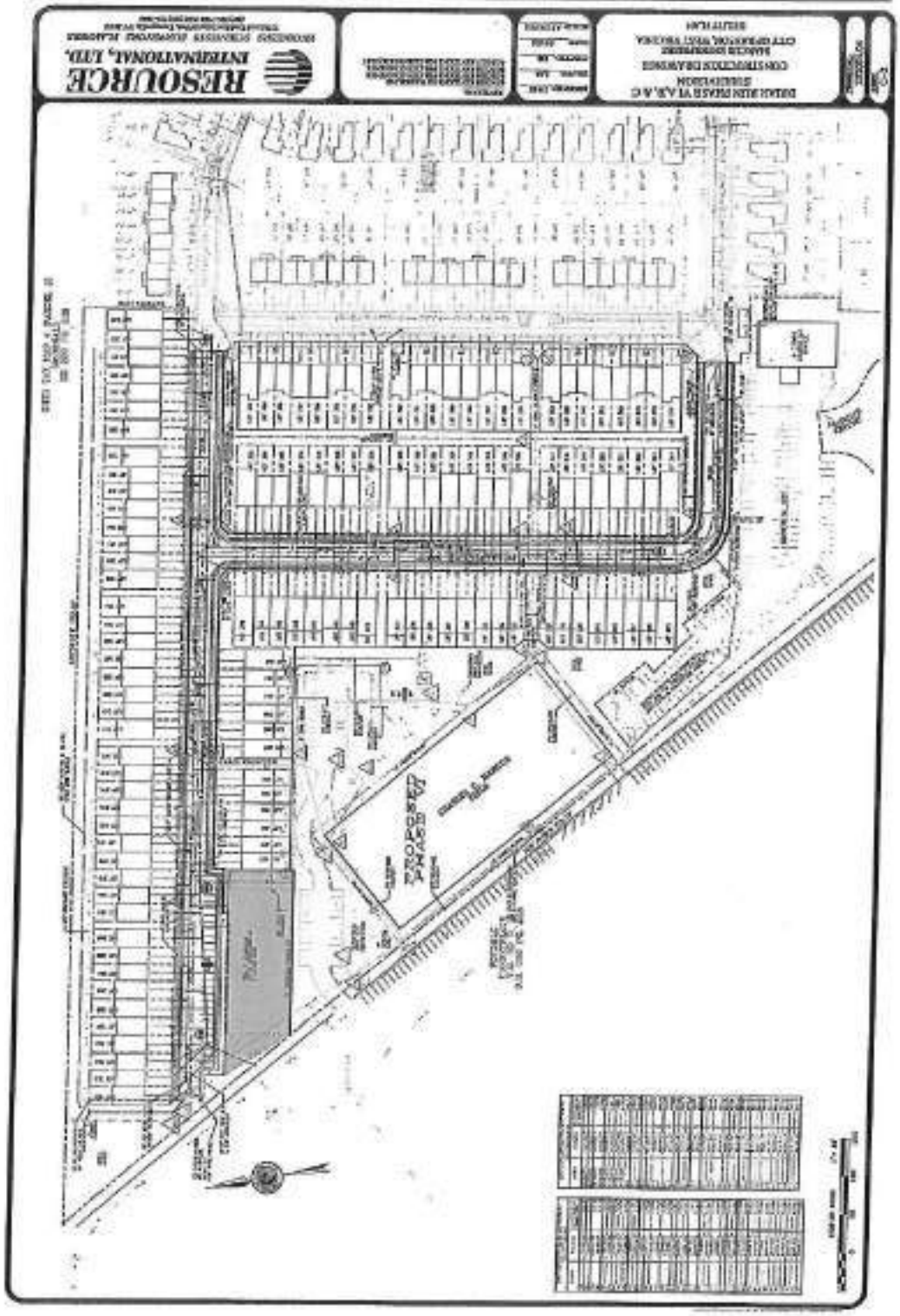

RESOURCE
INTERNATIONAL, LTD.
PROPOSED PHASE

EXHIBIT B

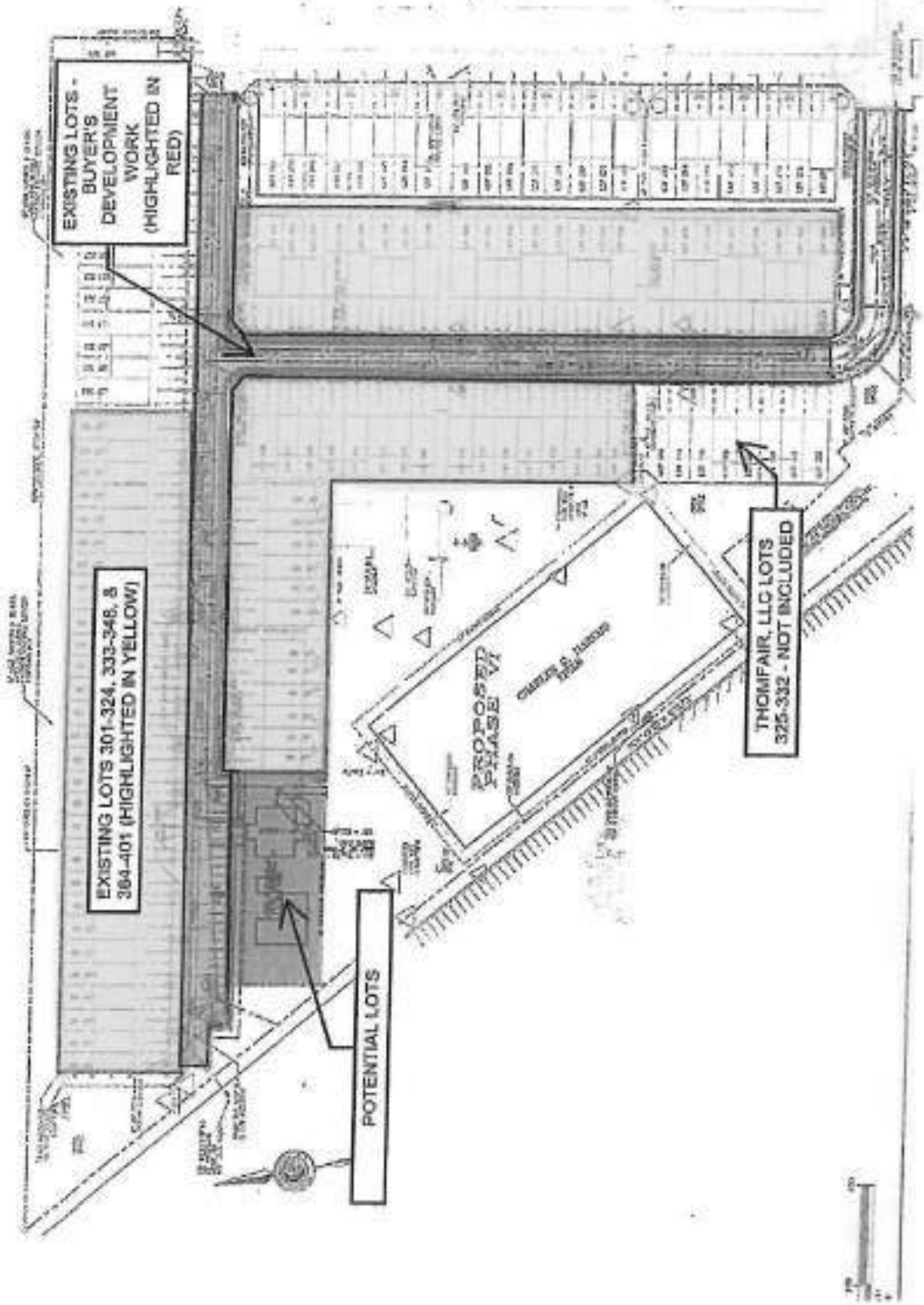
Potential Lots – Area to be Potentially Subdivided into Townhome Lots



Attachment: EXHIBIT A - BR Contract of Sale (1225 : Briar Run Development Agreement)

EXHIBIT C

Buyers Development Work Obligations for Existing Lots



Attachment: EXHIBIT A - BR Contract of Sale (1225 : Briar Run Development Agreement)

Whiskers Way Station 53+50 to intersection of Thumper Drive:

(1) Installation of new curb and gutter
(2) Furnish and Install aggregate subbase
(3) Base and surface paving
(4) Utility adjustments to water and or sewer services as may be required for the service connections due to re-platting of the Existing Lots
(5) Visible, without excavation, water and sewer service lateral repairs to the lots.
(6) Missing street signage, if any

Thumper Drive Station 19+75 to 29+50:

(1) Surface overlay paving
(2) Utility adjustments for surface paving
(3) Minor curb repairs to existing curb
(4) Visible, without excavation, water and sewer service lateral repairs to the lots.
(5) Missing street signage, if any

ANY NECESSARY REPAIRS TO DAMAGED INFRASTRUCTURE BELOW GRADE AND NOT VISIBLE SHALL BE ADDRESSED PURSUANT TO 12(e) OF THIS AGREEMENT.

Attachment: EXHIBIT A - BR Contract of Sale (1225 : Briar Run Development Agreement)

AGREEMENT

THIS AGREEMENT is dated to be effective for all purposes as of October __, 2017, is made and entered into by **DR ACQUISITIONS, LLC**, a Maryland limited liability company (hereinafter referred to as the "DR Acquisitions"), in favor of the **CITY OF RANSON PLANNING COMMISSION** (hereinafter referred to as the "Planning Commission").

WITNESSETH:

WHEREAS, Marcus Enterprises LLC, a West Virginia limited liability company ("Owner") is currently a debtor under Chapter 11 of the United States Bankruptcy Code (Case No. 3:14-bk-01362 (the "Bankruptcy Case")) and has obtained a final unappealable bankruptcy court order to sell to DR Acquisitions unimproved Lots 301-324, 333-348 and 364-403 as shown on that certain Final Plat for Briar Run Phase VI, Plat of Section B ("Briar Run Phase VI-B") recorded in the land records of Jefferson County, West Virginia on July 7, 2007, in Plat Book 24, Page 38 & 38A, Slides 1812B and 1813B (the "Unimproved Lots") pursuant to that certain Contract of Sale, having an Effective Date of January 11, 2017, as amended (the Contract of Sale");

WHEREAS, the Planning Commission and Owner have entered into that certain Subdivision Agreement, dated as of even date herewith (the "Development Agreement");

WHEREAS, DR Acquisitions is obligated under the Contract of Sale to perform, complete and comply with Development Obligations and the Work (as such terms are defined in the Development Obligations);

WHEREAS, the Owner has appointed DR Acquisitions as its agent under the Development Agreement to perform and complete Development Obligations and the Work;

WHEREAS, the Planning Commission has agreed that in completing the Work and/or complying with the Development Obligations, DR Acquisitions is acting solely to as the agent of Owner and that in taking any such actions, DR Acquisitions shall not be deemed to have assumed any obligations of Owner or Developer under the Development Agreement or any obligations of Declarant under the Declaration for Briar Run Phase VI-B; and

WHEREAS, DR Acquisitions has agreed to execute this Agreement in favor of the Planning Commission to confirm that DR Acquisitions shall be liable to the Planning Commission for certain actions taken by DR Acquisitions as agent for Owner under the Development Agreement.

NOW THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated by reference into this Agreement by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, DR Acquisitions agrees as follows:

1. DR Acquisitions hereby agrees to, and shall, hold the City of Ranson, its elective and appointive boards, commissions, officers, agents and employees (collectively, the "Indemnified Parties"), harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage that may arise from DR Acquisitions or DR Acquisitions' contractors', subcontractors', agents', or employees' operations under the Development Agreement as agent for Owner, whether such operations be by DR Acquisitions or by any of DR Acquisitions' contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for DR Acquisitions and/or DR Acquisitions' contractors, or subcontractors. DR Acquisitions agrees to, and shall defend the Indemnified Parties from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows: That the aforesaid hold-harmless agreement by DR Acquisitions shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not the Planning Commission has prepared, supplied or approved of, plans and/or specifications for Briar Run Phase VI-B, or regardless of whether or not any of the insurance policies maintained by DR Acquisitions shall have been determined to be applicable to any of such damages or claims for damages.

2. DR Acquisitions agrees that as agent for Owner under the Development Agreement it shall be repair, replace or reconstruct any Defective Work (as defined in the Development Agreement) after written notice is given by Ranson under Paragraph 16 of the Agreement. DR Acquisitions further agrees that should DR Acquisitions as agent for Owner fail to repair, replace or reconstruct any Defective Work after receipt of such notification, or should the exigencies of the case require repairs or replacements to be made to any Defective Work before such notification can be given, Ranson may, at its option, make the necessary repairs or replacements or perform the necessary work, and DR Acquisitions shall pay Ranson within five (5) days of written demand the actual cost of such repairs plus fifteen percent (15%) of such actual costs.

3. Nothing in this Agreement shall alter or modify the limitations on the liability of DR Acquisitions set forth in Pargagraph 8 of the Development Agreement.

THIS AGREEMENT IS EXECUTED BY DR ACQUISITIONS TO BE EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE.

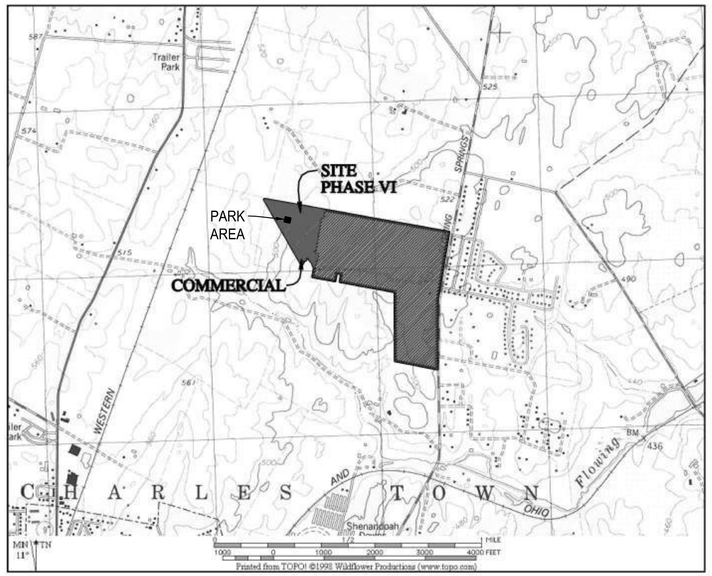
DR ACQUISITIONS, LLC

By _____

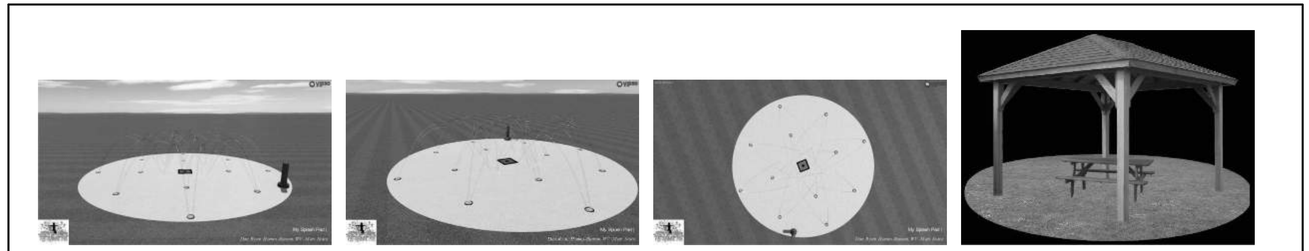
Name:

4840-4911-5473.v1

Title:



VICINITY MAP
NTS



ILLUSTRATIVE VIEWS OF SPLASH PAD & PAVILION

SITE PLAN NOTES:

SPLASH PAD SPECIFICATIONS:

1. 20'–0" DIAMETER CIRCLE BY 4" THICK CONCRETE PAD.
2. 4" GRAVEL SUB–BASE #57 STONE
3. WATER NOZZLES (QUANTITY 12)
4. MANIFOLD (QUANTITY 1)
5. CONTROLLER (QUANTITY 1)
6. ACTIVATOR (QUANTITY 1)
7. PIPE AND FITTINGS

UTILITY SPECIFICATIONS:

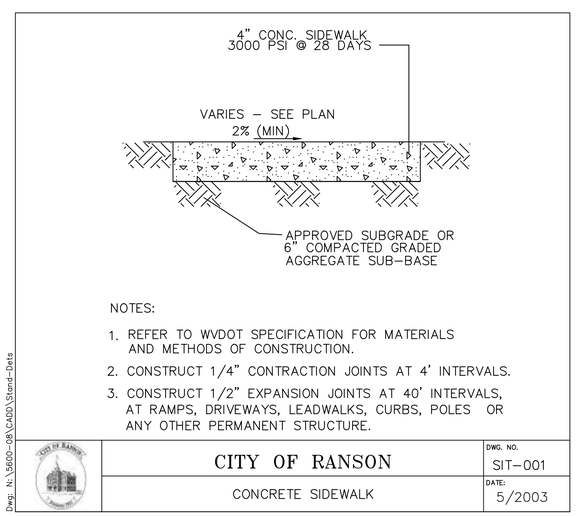
1. 1 ¼" DEDICATED WATER SUPPLY; WATER VAULT WITH METER; & HOT BOX.
2. 4" SEWER TAP
3. EXTERIOR RATED ELECTRIC OUTLET (GFI PROTECTED) MOUNTED ON 4X4 PRESSURE TREATED POLE WITHIN 10' OF SPLASH PAD.

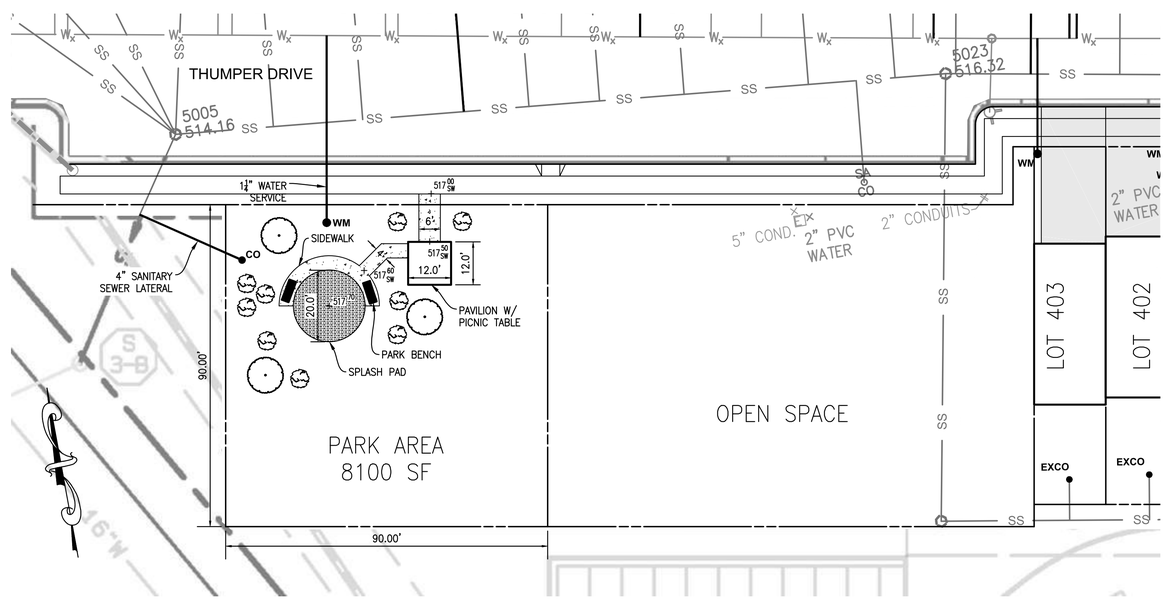
PARK AREA SPECIFICATIONS:

1. 12'–0" X 12'–0" PAVILION. CONSTRUCTED OF PRESSURE TREATED MATERIAL AND 25–YEAR ASPHALT SHINGLE.
2. 12'–0" X 12'–0" X 0'–4" CONCRETE SLAB UNDER PAVILION.
3. 6'–0" X 0'–4" SIDE WALK AT 13'–6" LF.
4. 4'–0" X 0'–4" SIDE WALK AT 16'–6" LF.
5. 4'–0" X 0'–4" SIDE WALK AT 22'–0" CIRCUMFERENCE.
6. PRESSURE TREATED PARK BENCH (QUANTITY 2)
7. PRESSURE TREATED PICNIC TABLE

GRADING SPECIFICATIONS:

1. 4" TOPSOIL RESPREAD
2. SEED AND MULCH
3. THREE HARD WOOD TREES 4' IN HEIGHT
4. NINE EVERGREEN SHRUBS.





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SURVEY AND MAPPING
SECURITY CONSULTING
Gordon
301 N. Mildred Street, Suite 1
Charles Town, WV 25414
Phone: 304-725-8456
www.gordon.us.com

SEAL:

REVISIONS

PARK SITE PLAN

BRIAR RUN PHASE VI SUBDIVISION

CITY OF RANSON, WV

SCALE:	HORIZ.: AS NOTED VERT.: N/A
DATE:	SEPTEMBER 2017
JOB:	3271–0101
DRAWN: RPP	CHECK: JPG
CADD: ––	
NCS: ––	
SHEET:	1 OF 1

Dwg: N:\5600-09\CADD\Stand-Dets

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Attachment: EXHIBIT E- Proposed Amenities (1225 : Briar Run Development Agreement)

Proffers

TND-MUX ZONING CLASSIFICATION
Briar Run Neighborhood

Dated June 10, 2004

Amended: September 5, 2006

Whereas, Marcus Enterprises, Ltd., (hereinafter "owners" or "applicant") are the fee simple owners of the of 33.63 acres, more or less, further defined as City of Ranson Tax Map Reference 8, Parcel 3 (hereinafter "Property"); and

Whereas, the owners of the Property are seeking to obtain TND-MUX zoning classification from the City of Ranson.

Let it be known that, The owners hereby voluntarily proffer, as permitted under Part XXI "Voluntary Proffering" §8-24-86 of the West Virginia Code and Chapter 19, Appendix A, Article 4, §4.04 "Proffers," of the City of Ranson City Subdivision Regulations, unless amendment or deletions of these proffers shall be agreed to by the City and upon application by the owners, or their assigns. All of these conditions are voluntarily entered into pursuance to relevant sections of the Regulations,

I. LAND USE PLAN

A. The Land Use Plan, Proffers and Design Guidelines for the Property are based on, "Traditional Neighborhood Development" and/or "Main Street Commercial Development" classifications.

B. The overall development of the property will be substantially developed as shown on the "Land Use Plan, Briar Run Neighborhood Phase V and VI" (hereinafter "Land Use Plan"), City of Ranson, West Virginia, dated June 11, 2004, and prepared by Resource International, Ltd.

Attachment: EXHIBIT F- Briar Run Ph 6 Proffers (1225 : Briar Run Development Agreement)

II. COVENANTS, CONDITIONS AND RESTRICTIONS

A. The applicant shall prepare and record with respect to the Property a form of Covenants, Conditions and Restrictions ("Declaration") providing for the coordinated development of the Property in accord with the overall Land Use Plan.

B. The Covenants, Conditions and Restrictions shall be included with the submittal of the Land Use Plan for the Property, as a part of the "Zoning Designation", for review and approval by the City with respect to conformance with City of Ranson Regulations and requirements.

III. WATER AND SANITARY SEWER

A. The property shall utilize the Public water supply provided by Jefferson Utilities and public sanitary sewer systems provided by Jefferson County Public Service District or a private system to serve the proposed development of the Property.

B. The applicant shall install the necessary on-site water and sewer systems to serve the Property.

C. The City shall not be responsible for the extension of public utilities to the Property.

IV. STORMWATER MANAGEMENT

A. All BMP's and stormwater detention/retention facilities shall be owned and maintained by the City.

V. TRANSPORTATION

A. The roads and streets as shown on the Land Use Plan shall be Public and dedicated to the City.

VI. ENVIRONMENTAL MATTERS

A. A West Virginia NPDES permit for grading on the site has been acquired.

VII. LAND FOR COUNTY/CITY PUBLIC USE

A. The applicant will provide Open Space, Recreation Areas and Pedestrian/Bike Trails and common areas with the phasing of various residential housing on the Property for use and enjoyment by the residents of the Property.

B. The Community Building and swimming pool shown on the Land Use Plan will be constructed as a part of the development of Phase VI of the Property.

C. The maintenance and up keep of the Community Facilities, Recreation Areas, Open Space, Pedestrian/Bike Trails and other common Areas shall be the responsibility of the Association.

VIII. INFRASTRUCTURE PAYMENTS

A. With each application for a building permit for a residential dwelling unit to be constructed on the Property, the applicant shall pay a cash proffer in the sum of $1,000.00 per dwelling unit. For commercial buildings the applicant shall pay a cash proffer in the amount of $0.50 per square foot of floor space, in conjunction with the building permit application. These fees are to be used to assist the City in defraying the City costs for public infrastructures, such as public safety, Public Parks & Recreation, Libraries and road construction & maintenance that serve the Property and the citizens of Ranson.

B. The amount of credit for Cash Proffers by the City to the developer for providing public facilities and/or public improvements will be determined as a part of "Site Plan" review by the City for each phase of development.

Attachment: EXHIBIT F- Briar Run Ph 6 Proffers (1225 : Briar Run Development Agreement)

IX. JEFFERSON COUNTY IMPACT FEE

A. With each application for a building permit for a residential dwelling unit to be constructed on the Property, the applicant for the permit shall pay to Jefferson County, the Ranson Public Education Cash Proffer in the amount of:

Single Family-	$7,122.00
Townhouse/Duplex-	$5,562.00
Multi-family (per unit)-	$4,040.00

X. MISCELLANEOUS

A. The applicant shall donate two hundred ($200.00) per dwelling unit to the Association, at the time of settlement for those units constructed on the property from Phases V through build-out of the property. Said donation to be used for maintenance of the Community Facilities, Recreation Areas, Open Space, Pedestrian/Bike Trails and other common Areas.

Attachment: EXHIBIT F- Briar Run Ph 6 Proffers (1225 : Briar Run Development Agreement)

XI. SIGNATORY

These proffers shall be binding upon the heirs, executors, administrators, assigns and successors in interest to the applicant. The applicant and undersigned Fee Simple Owner of the Property, who is the record owner of the Property, do hereby voluntarily proffer all of the conditions stated above, which conditions shall have the effect specified in Part XXI "Voluntary Proffering" §8-24-86 of the West Virginia Code and Chapter 19, Appendix A, Article 4, §4.04 "Proffers," of the City of Ranson City Subdivision Regulations.

The Owner of record of the Property, and the applicant, do hereby voluntarily proffer all of the conditions stated above.

Jeremy L. Marcus 9/5/06

Owner/Applicant Date

Amended Version

Attachment: EXHIBIT F- Briar Run Ph 6 Proffers (1225 : Briar Run Development Agreement)

Proffers
Briar Run Neighborhood
Phase VI
September 5, 2006

Marcus Enterprises, LLC hereby offers the following amendments:

- The area denoted on the plat as the youth football league field is to be known as "The Charles C. Marcus Field".

- The complex will consist of the following items:

  1. design and construction of field
  2. sodding of field
  3. all utility hook-ups to field, concession stand and restrooms
  4. design and construction of parking areas, as shown on the plat, for the complex

  Under item III of the June 10, 2004 proffer document; the following item is added: the sanitary sewer system provided by the Jefferson Co. P.S.D. will flow to the Flowing Springs pump station as part of the P.S.D. purchased allocation from Ranson.

  Item VII B; shall denote that the community building and the swimming pool will be completed by the end of Phase VI.

Attachment: EXHIBIT F- Briar Run Ph 6 Proffers (1225 : Briar Run Development Agreement)

Marcus Enterprises, LLC

August 30, 2006

Ms. Sue Lawton
Jefferson Co. P.S.D.
210 West Third Avenue
Ranson, WV 25438

Re: Recap Briar Run/Ranson
Meeting of 8/24/06

Dear Sue:

This letter is to memorialize our discussions of last week between David Mills, you, Marty, Ron, Lee Snyder, and myself.

The following salient points were agreed upon:

- All parties (Marcus, PSD, and Ranson) agree that Briar Run VI and the commercial office building 125 (lots) EDU's & 16 EDU's (bldg.) will go to the Ranson pump station.
- No additional fees; except $1127 fixed fee per EDU. This amount is guaranteed in exchange for the no fee provision of the alternate mainline agreement between PSD and Briar being waived.
- PSD must have a plan to remove the Briar Run flow from the pump station at a future date. This date to be agreed upon by Ranson and PSD.
- The parties agree that Jefferson Utilities water readings will be sufficient to record flows to the pump station.
- Ranson pump station fee is waived because customers are within PSD service area.

Please contact me if my notes aren't okay.

Sincerely,

Terry

Terry L. Marcus

cc: Mr. David Mills

741 East Washington Street – Charles Town, West Virginia 25414 – (304) 725-9233

Attachment: EXHIBIT F- Briar Run Ph 6 Proffers (1225 : Briar Run Development Agreement)

Subj: **Brian Run Proffer**
Date: 9/14/2006 4:22:19 P.M. Eastern Daylight Time
From: CDMILLS42370
To: pdavenport@cityofransonwv.net, binsp@cityofransonwv.net, PDMILLS

Gentlemen:
I see a couple of problems here. First and foremost, the Amendment should be identified more clearly such as being titled: "1st Amendment to the Proffers for the Briar Run Neighborhood" and it also needs to have signatures and dated by the Marcus'.

Secondly, Item VII B says that the swimming pool will be completed by the end of Phase VI. What if something simple is never completed so that technically Phase VI is never finished. I'm not saying that Terry or Ronnie would do something like that but you can't be too careful. Besides, we should get into the practice of more specific language because we won't know all of the developers the way we know these guys. Plus, we never expected Tackley to go belly-up, but it happened and was auctioned off. I think the language should be something like "...the community building and the swimming pool shall be completed at three-quarters (or however you want to say it) of build-out of the residential dwellings in Section VI of Briar Run." or something along those lines.

Does the developer pay for fencing, scoreboard, etc.? If not, who does?

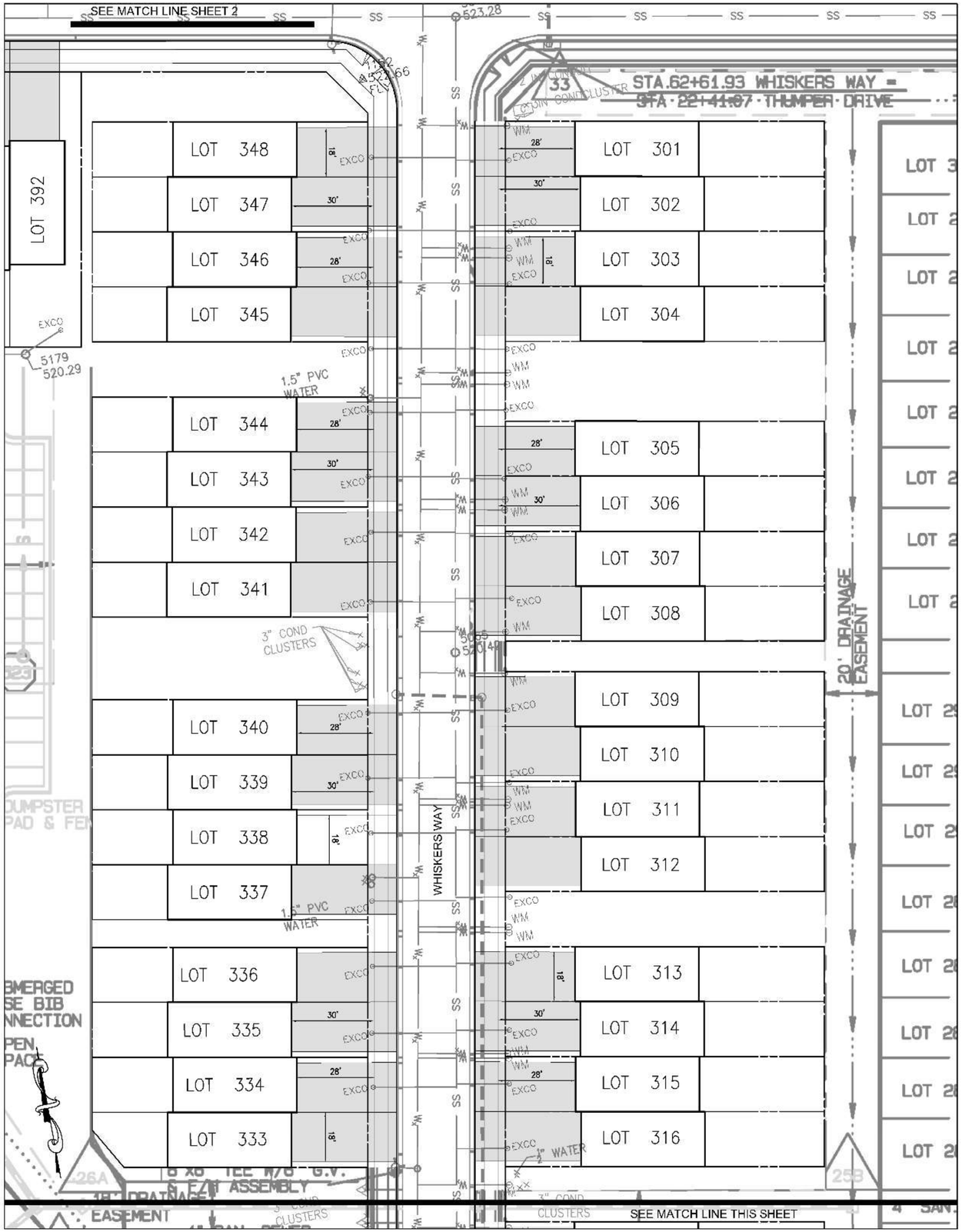
Under Section VII it looks like the homeowner's association is responsible for maintaining the football field even though the JC Youth football league will be the primary users. That doesn't seem quite fair to the homeowner's. Of course, the proffers were signed a while ago and the youth football league's agreement is fairly new so we need to make that adjustment in the amendment.

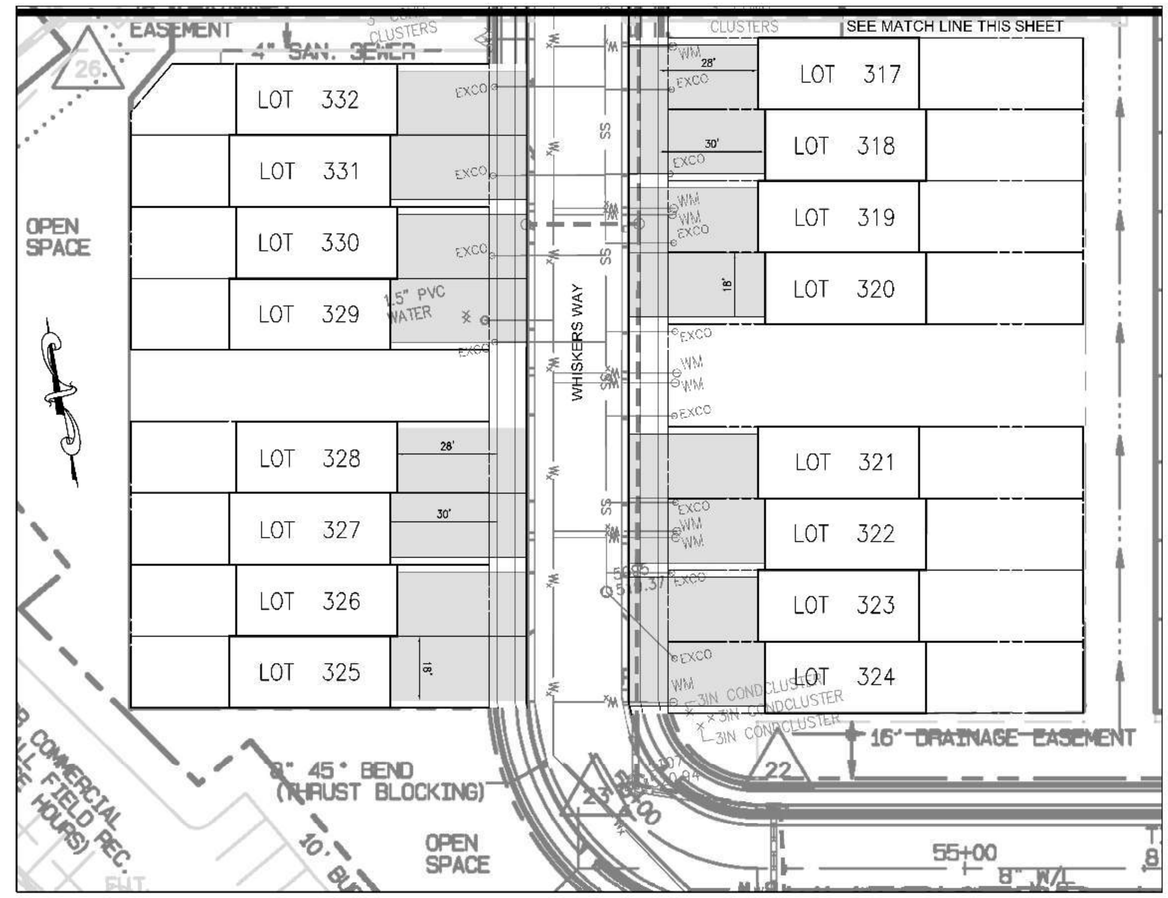
"Complex" in the Amendment needs to specify that it is referring to the "The Charles C. Marcus Field". Otherwise, it looks like you are talking about two different facilities.

Lastly, there needs to be some sort of verification that the Sue and David agree with Terry's notes about the sewer system or notes made regarding any misunderstandings.

Hope this was helpful.
Cheryl

Attachment: EXHIBIT F- Briar Run Ph 6 Proffers (1225 : Briar Run Development Agreement)





NOTE: AT THREE LOCATIONS ALONG WHISKERS WAY (LOTS 329, 337 & 344), THE SURVEY CREW LOCATED TWO ADJACENT 1.5" WATERLINE STUBS. IT IS ASSUMED THAT THESE ARE EACH SINGLE 1.5" SERVICES WITH A WYE SPLITTER ON THE END. IF THEY ARE EACH TWO SEPARATE SERVICES, IT MAY BE POSSIBLE TO SERVE MULTIPLE LOTS FROM EACH LINE.

CIVIL LEGEND:

SS 8" SAN	EX SANITARY SEWER MAIN
	EX SANITARY SEWER MANHOLE
EXCO	EX SANITARY SEWER CLEAN-OUT – TO REMAIN
W 8" W/M	EX WATER MAIN
	EX FIRE HYDRANT
	EX WATER VALVE
WM	EX WATER METER
15" RCP	EX STORM SEWER LINE
	EX STORM SEWER MANHOLE

20 10 0 20 40 60

GRAPHICAL SCALE: 1" = 20'

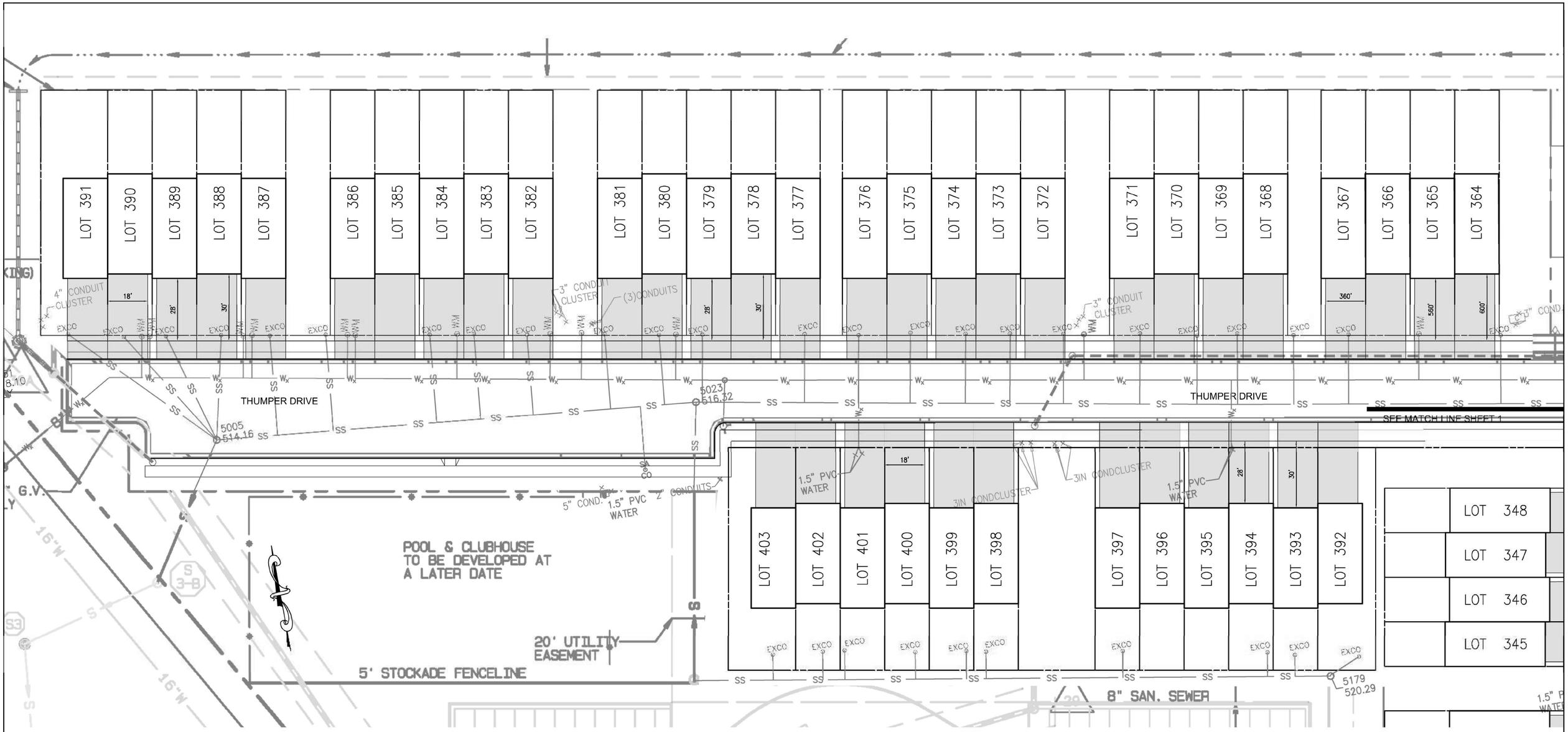
EXISTING UTILITY EXHIBIT
(1 OF 2)

BRIAR RUN PHASE VI

DATE: JULY 7, 2017
PROJECT NO: 3271-0101 | SCALE: 1"=20'

Gordon
301 N. Mildred Street, Ste. 1
Charles Town, WV 25414
Phone: 304-725-8156
www.gordonas.com

Attachment: EXHIBIT G- Concept Plan Boundary Adjustments (1225 : Briar Run Development Agreement)



NOTE: AT TWO LOCATIONS ALONG THUMPER DRIVE (LOTS 394 & 401), THE SURVEY CREW LOCATED TWO ADJACENT 1.5" WATERLINE STUBS. IT IS ASSUMED THAT THESE ARE EACH SINGLE 1.5" SERVICES WITH A WYE SPLITTER ON THE END. IF THEY ARE EACH TWO SEPARATE SERVICES, IT MAY BE POSSIBLE TO SERVE MULTIPLE LOTS FROM EACH LINE.

CIVIL LEGEND:

- SS 8" SAN — EX SANITARY SEWER MAIN
- EX SANITARY SEWER MANHOLE
- EXCO — EX SANITARY SEWER CLEAN-OUT – TO REMAIN
- Wx 8" W/M — EX WATER MAIN
- EX FIRE HYDRANT
- EX WATER VALVE
- WM — EX WATER METER
- 15" RCP — EX STORM SEWER LINE
- EX STORM SEWER MANHOLE

20 10 0 20 40 60

GRAPHICAL SCALE: 1" = 20'

EXISTING UTILITY EXHIBIT (2 OF 2)	DATE: JULY 7, 2017
	PROJECT NO. 3271-0101 / SCALE: 1" = 20'
BRIAR RUN PHASE VI	Gordon — 301 N. Mildred Street, Ste 1, Charles Town, WV 25414, Phone: 304-725-8456, www.gordon.us.com — ENGINEERING / LAND SURVEYING / LANDSCAPE ARCHITECTURE / NATURAL RESOURCES / GEOLOGY CONSULTING

Attachment: EXHIBIT G- Concept Plan Boundary Adjustments (1225 : Briar Run Development Agreement)

EXHIBIT C: TOWNHOME PRODUCT

Elevation 6 Elevation 1 Elevation 7 Elevation 5 Elevation 3

MADISON II

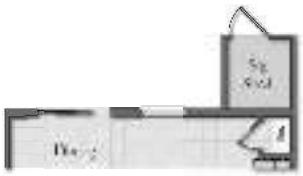
Elevation 4 Elevation 9 Elevation 11 Elevation 2 Elevation 8

MADISON II

EXHIBIT C: TOWNHOME PRODUCT

Approximate Sq.Ft. 1,253 to 1,480
2 to 3 Bedrooms, 1 to 2.5 Baths

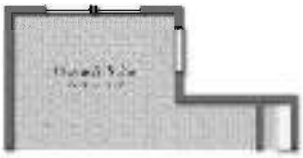
Opt. First Floor w/
Morning Room



Opt. First Floor w/ Shed

Opt. Powder

FIRST FLOOR



Opt. Second Floor w/
Morning Room

Opt. 2 Bedroom, 2 Bath

Standard 2nd Floor

Opt. 3 Bedroom, 2 Bath

Subject to change without recourse. Although all illustrations are believed correct at time of publication, renderings and floorplans are artist's conception; room dimensions and square footage are approximate and based upon architectural design; area may vary according to construction; landscaping shown is not standard. The right is reserved to make changes, without notice or obligation. Windows, doors, and ceilings may vary on the options and elevations selected. Not all homes can be placed on all homesites. Optional items are available at additional cost. The brochure is for illustrative purposes only and not part of a legal contract. Please see sales consultant for further details.

EXHIBIT C: TOWNHOME PRODUCT

YORK II

ELEVATION 2

ELEVATION 3

ELEVATION 4

ELEVATION 6

ELEVATION 8

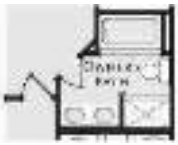
ELEVATION 11

YORK II

EXHIBIT C: TOWNHOME PRODUCT

1,340 SQUARE FEET - ESTIMATED BASE HOUSE

OPTIONAL
BAY WINDOW



UPGRADE
OWNER'S BATH

LOWER LEVEL

FIRST FLOOR

SECOND FLOOR

OPTIONAL
8' MORNING ROOM

OPTIONAL
12' MORNING ROOM

OPTIONAL
8' SUNROOM

OPTIONAL
12' SUNROOM

OWNER'S BEDROOM WITH
8' MORNING ROOM

OWNER'S BEDROOM WITH
12' MORNING ROOM

OWNER'S BEDROOM
WITH 8' SUN ROOM

OWNER'S BEDROOM
WITH 12' SUN ROOM

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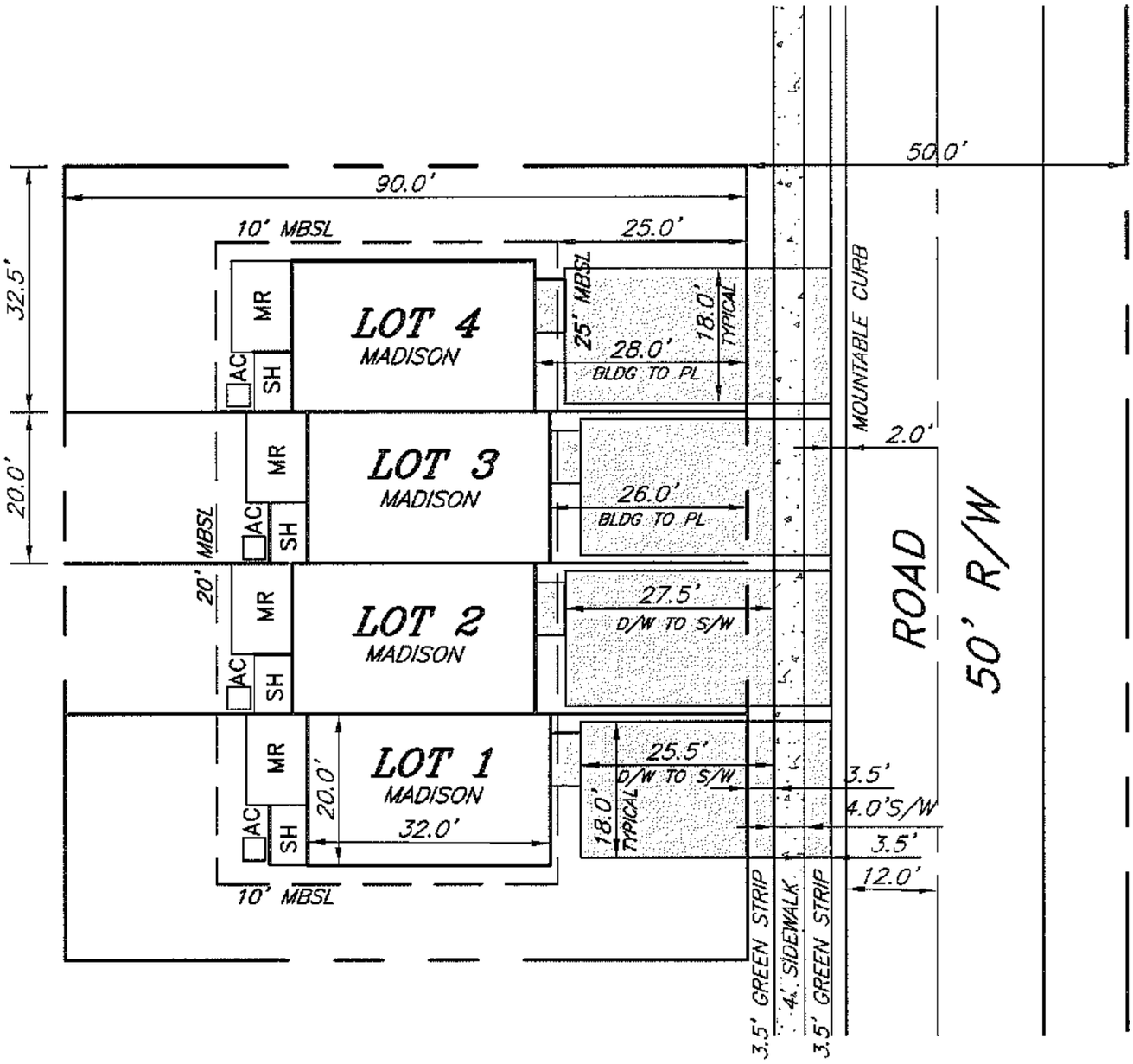
Attachment: EXHIBIT H - Permitted Townhome Types (1) (1225 : Briar Run Development Agreement)



EXAMPLE:
MR–MORNING ROOM
AC– A/C COMPRESSOR
ST–STOOP
SH–SHED

EXHIBIT
SHOWING
DAN RYAN
MADISON II TOWNHOUSE
NON–GARAGE UNITS

SHEET 1 OF 2
10–41656

DRAWN BY: MTB	DATE: 10/3/17
CHECKED BY: SCC	DATE: 10/3/17
SCALE: 1" = 20'	

FOX & ASSOCIATES, INC.
ENGINEERS • SURVEYORS • PLANNERS
981 MT. AETNA ROAD, HAGERSTOWN, MARYLAND 21740
PHONE: (301) 733-8503 FAX: (301) 733-1853

DISTRICT N/A
TAX MAP No. N/A
DWG. No. A–18683

\06\06305587\Exhibits\Dan Ryan TH Exhibit A–18683.dwg Oct 03, 2017 – 3:55pm User: mbutler

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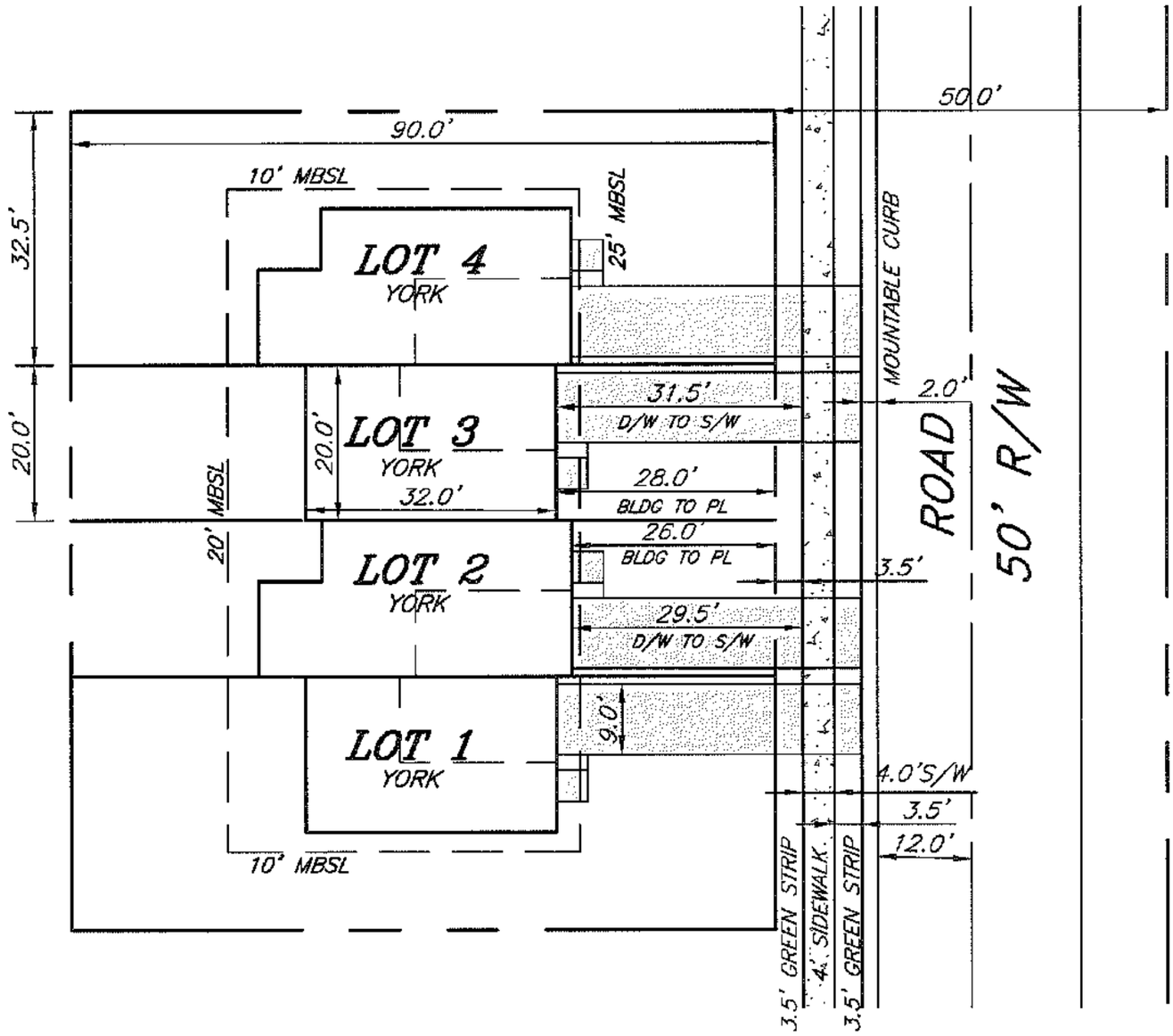

EXHIBIT
SHOWING
DAN RYAN
YORK II TOWNHOUSE
GARAGE UNITS

SHEET 2 OF 2
10-41656

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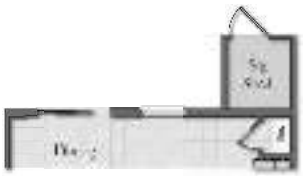

Opt. First Floor w/ Shed

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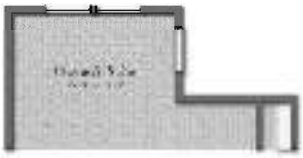
FIRST FLOOR



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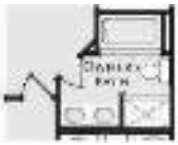
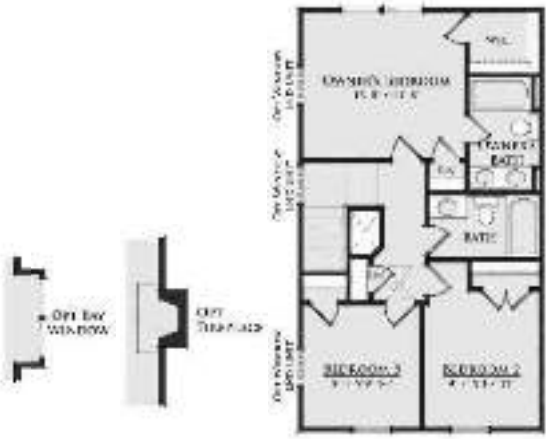


UPGRADE
OWNER'S BATH

LOWER LEVEL

FIRST FLOOR



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OPTIONAL
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OPTIONAL
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OPTIONAL
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OWNER'S BEDROOM WITH
8' MORNING ROOM

OWNER'S BEDROOM WITH
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OWNER'S BEDROOM
WITH 8' SUN ROOM

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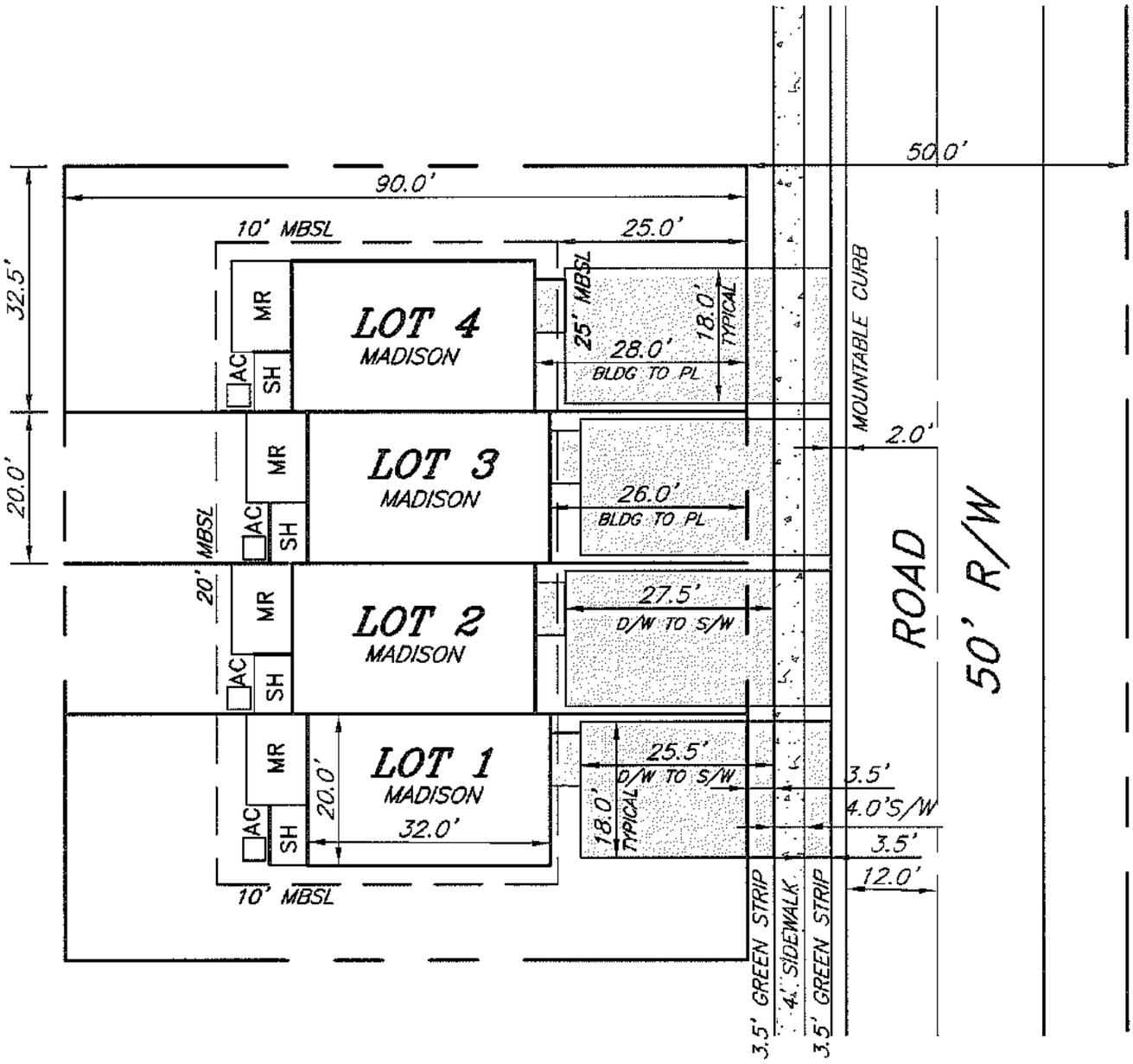

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SH–SHED

EXHIBIT
SHOWING
DAN RYAN
MADISON II TOWNHOUSE
NON–GARAGE UNITS

SHEET 1 OF 2
10–41656

DRAWN BY: MTB	DATE: 10/3/17	FOX & ASSOCIATES, INC.
CHECKED BY: SCC	DATE: 10/3/17	ENGINEERS • SURVEYORS • PLANNERS
SCALE: 1" = 20'		981 MT. AETNA ROAD, HAGERSTOWN, MARYLAND 21740

DISTRICT N/A
TAX MAP No. N/A
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\06\(06305587)\Exhibits\Dan Ryan TH Exhibit A–18683.dwg Oct 03, 2017 – 3:55pm User: mbutler

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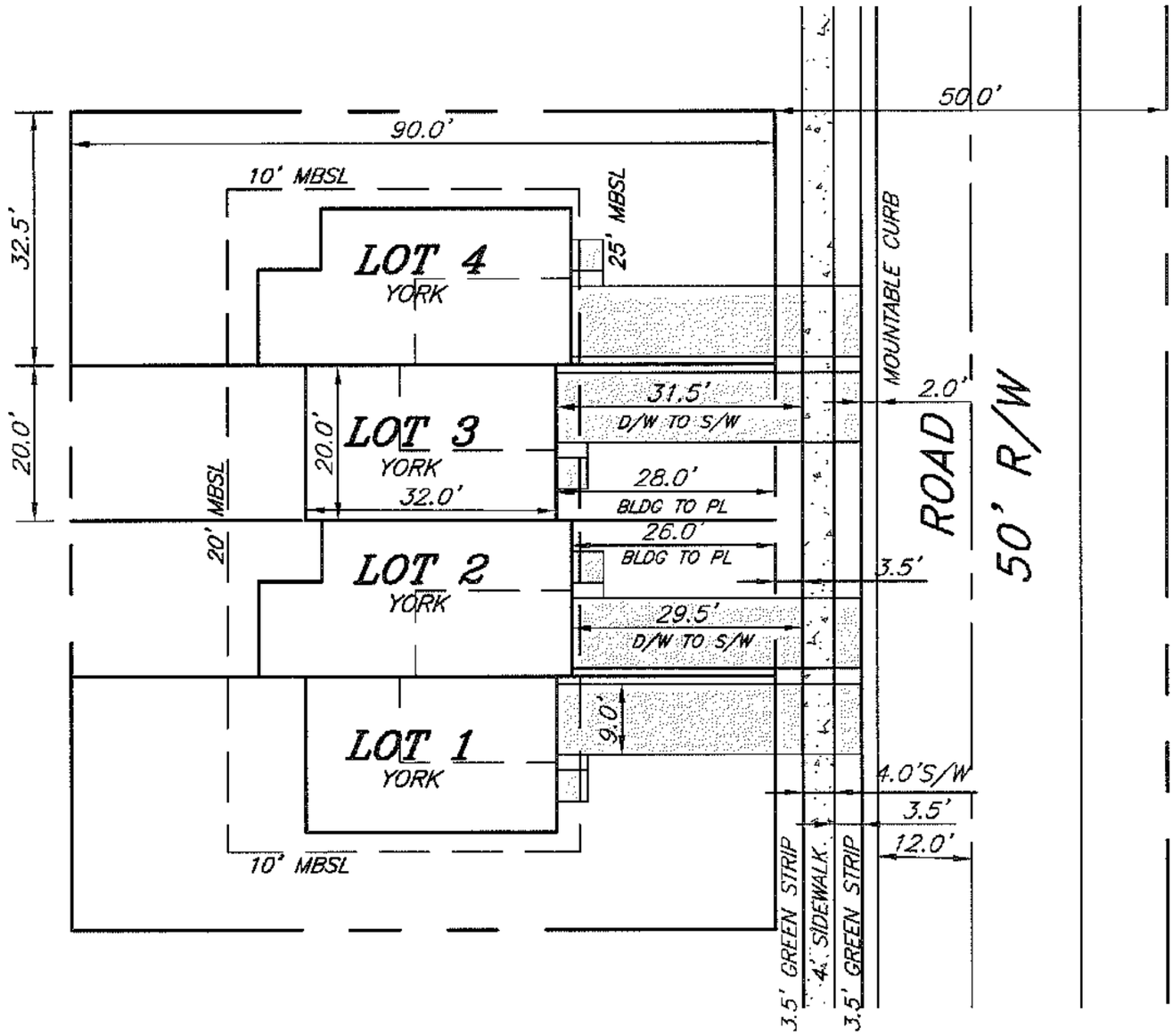

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\06\06305B7\Exhibits\Dan Ryan TH Exhibit A-18683.dwg Oct 03, 2017 - 3:54pm User: mbutler

RESOLUTION #: PC-17-15

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RANSON TO ACCCEPT THE GUARANTEE SURETY (BOND) FOR THE REQUIRED PHYSICAL IMPROVEMENTS FOR A SUBDIVISION COMMONLY REFERRED TO AND KNOWN AS BRIAR RUN

THE PLANNING COMMISSION OF THE CITY OF RANSON RESOLVES AS FOLLOWS:

Section 1. The Planning Commission accepts the Corporate Surety in lieu of completion of required on-site improvements as described in 16-82, and as outlined in the revised development agreement presented October 18, 2017 to the Planning Commission, for Phase VI, Section B of the subdivision.

Section 2. This Resolution and a copy of the surety policy is hereby directed to be forwarded to the City Clerk for communication to the Ranson City Council and for recording within the land records of the Jefferson County Clerk.

Signed and approved this 18th day of October, 2017.

_____
Anthony Grant
President

ATTEST:

_____
Secretary

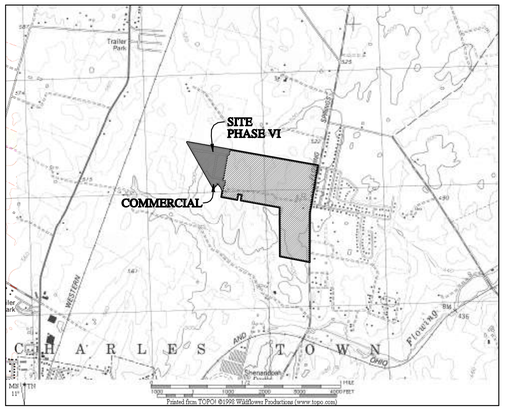
AFFIX CITY SEAL

Attachment: 20171018 PC Res 17-15 Briar Run Surety Bond (1225 : Briar Run Development Agreement)

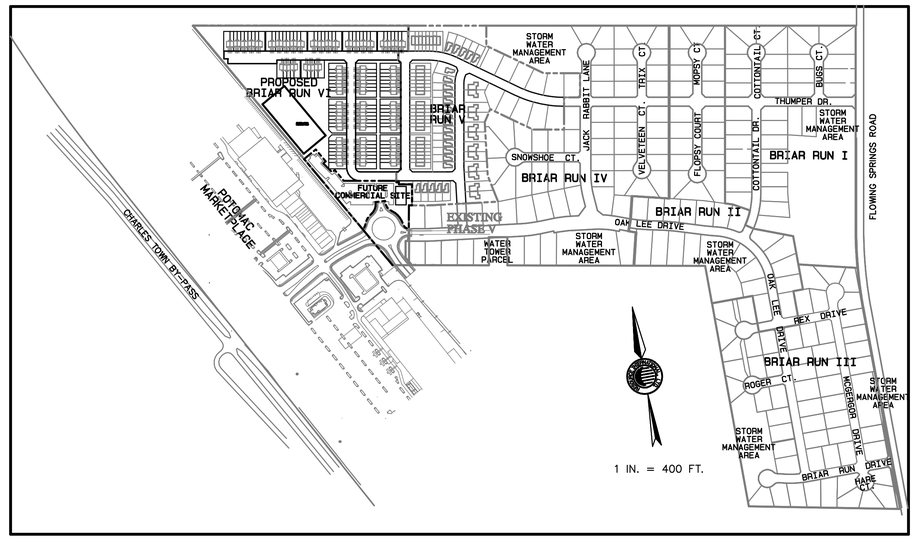
MARCUS ENTERPRISES

BRIAR RUN PHASE VI–A,B, & C CONSTRUCTION PLANS

CITY OF RANSON
JEFFERSON COUNTY, WEST VIRGINIA



VICINITY MAP
SCALE: 1" = 2000'



EROSION CONTROL LEGEND

KEY	TITLE	SYMBOL
CE	CONSTRUCTION ENTRANCE	
SF	SILT FENCE	
IP	INLET PROTECTION	IP
CD	ROCK CHECK DAM	
CIP	CULVERT INLET PROTECTION	CIP
OP	CULVERT INLET PROTECTION	OP
DV	DIVERSION DITCH	
DD	DIVERSION DIKE	

GENERAL SITE INFORMATION

TAX PARCEL #: MAP 8; PART OF PARCELS 5, 6 & 7
ZONING: TND–MUX
TOTAL AREA OF PROPOSED RESIDENTIAL/COMMERCIAL SUBDIVISION: 17.83 ACRES
TOTAL LIMITS OF CLEARING DISTURBANCE: 17.83 ACRES
TOTAL AREA FOR PROPOSED RESIDENTIAL SUBDIVISION: 15.66 ACRES
TOTAL AREA FOR PHASE VI–A: 1.57 ACRES
TOTAL AREA FOR PHASE VI–B: 10.76 ACRES
TOTAL AREA FOR PHASE VI–C: 3.33 ACRES
TOTAL AREA FOR PROPOSED RIGHT OF WAY: 7.76 ACRES
TOTAL AREA FOR PROPOSED RESIDENTIAL LOTS: 7.76 ACRES
REQUIRED OPEN SPACE: 7.76×20% = 1.55 ACRES
PROVIDED OPEN SPACE EXCLUDING FOOTBALL FIELD, SWM, AND PARKING AREA: 2.28 ACRES (29%)
TOTAL NUMBER OF RESIDENTIAL LOTS: 125
TOTAL NUMBER OF COMMERCIAL LOTS: 1
*COMMERCIAL CONSTRUCTION DWGS. SUBMITTED SEPERATELY

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY UTILITY RELOCATIONS REQUIRED TO CONSTRUCT THIS PROJECT. PROPERTY LINE INFORMATION COMPILED FROM PLAT BY RESOURCE INTERNATIONAL,LTD., DATED 1–21–2002. TOPOGRAPHIC INFORMATION OBTAINED FROM FIELD SURVEY BY RESOURCE INTERNATIONAL, LTD. FEMA MAP NO.540065 0035C, DATED 8–2–1993, ZONE C – AREA OF MINIMAL FLOODING.

COMMUNICATION INFORMATION

OWNER/DEVELOPER: MARCUS ENTERPRISES
608 EAST WASHINGTON STREET
CHARLES TOWN, WEST VIRGINIA 25414
PHONE: (304) 725–9233

CIVIL ENGINEER: RESOURCE INTERNATIONAL, LTD.
9560 KINGS CHARTER DRIVE
P.O. BOX 6160
ASHLAND, VIRGINIA 23005–6160
PHONE: (804) 550–9200
FAX: (804) 550–9259
CONTACT:MATTHEW T. FARIS, P.E.
E–MAIL: mfaris@resourceintl.com

THE RANSON PLANNING COMMISSION APPROVES THIS IMPROVEMENT PLAN ON THIS DATE _____ WITH THE FOLLOWING CONDITIONS:

1) _____
2) _____
3) _____

Planning Commission President Signature _____ Date _____

THE OWNER OF THIS PROPERTY HEREBY AFFIRMS THAT THESE PLANS MEET THE REQUIREMENTS OF RANSON ZONING AND SUBDIVISION ORDINANCES AND THE ABOVE CONDITIONS OF APPROVAL SET FORTH BY THE RANSON PLANNING COMMISSION.

Owner's Signature _____ Date _____

DRAWING INDEX

G–1 TITLE SHEET
G–2 GENERAL NOTES
C–1a PHASING LAYOUT
C–1 SITE LAYOUT
C–2 UTILITY PLAN
C–3 GRADING PLAN
C–4 HYDROLOGY AND EROSION & SEDIMENT CONTROL PLAN
C–5 ROAD PROFILES
C–6 STORM SEWER PROFILES
C–7 SANITARY SEWER PROFILES
C–8 WATERLINE PROFILES
C–9 HYDROLOGY CALCULATIONS
C–10 UTILITY NOTES AND DETAILS – 1
C–11 UTILITY NOTES AND DETAILS – 2
C–12 EROSION & SEDIMENT CONTROL NOTES AND DETAILS – 1
C–13 EROSION & SEDIMENT CONTROL NOTES AND DETAILS – 2
C–14 LANDSCAPING AND SIGNAGE PLAN
C–15 FOOTBALL FIELD LAYOUT AND AMENITIES

LEGEND

EXISTING		PROPOSED
	PROPERTY LINE	
	RIGHT–OF–WAY	
	EDGE OF PAVEMENT	
	ROAD CENTERLINE	
	DITCH/DRAINAGE CHANNEL	
S	SANITARY SEWER	S
	SANITARY MANHOLE	
	SANITARY SEWER DESIGNATION	1
SS	STORM SEWER	
	DROP INLET	
	STORM SEWER DESIGNATION	1
W	WATERLINE	W
	FIRE HYDRANT	
E	ELECTRIC LINE	E
	TREELINE	
	BUFFER	
	CURB AND GUTTER	
	EDGE OF SHOULDER	
	CLEARING LIMITS	
110	CONTOUR	110
X 110.00	SPOT ELEVATION	+ 110.00
	SLOPE EASEMENT	
	SETBACK/EASEMENT	
	TRAFFIC FLOW DIRECTION	
	SIGN	
	CULVERT	
	GUARDRAIL	
	FLOODPLAIN	
	LIMITS OF WETLANDS	
RPA	RESOURCE PROTECTION AREA (RPA)	
RMA	RESOURCE MANAGEMENT AREA (RMA)	
	SOILS BOUNDARY LINE	
26D	SOILS DESIGNATION	

NOTE: SOME LINETYPES AND SYMBOLS SHOWN ON THIS LEGEND MAY NOT BE USED ON THIS PROJECT.

RESOURCE INTERNATIONAL, LTD.
ENGINEERS SCIENTISTS SURVEYORS PLANNERS
73 Edmond Road Burr Industrial Park, Kearneysville, WV 25430
(304) 725–7764 FAX (304) 725–7846

REVISIONS:
6/14/2006 REVISIONS TO WATERLINE
8/01/2006 REVISIONS PER CITY COMMENTS
9/15/2006 REVISIONS PER CITY COMMENTS

DESIGNED: DB III
DRAWN: SAR
CHECKED: DB
DATE: 6/12/2006
SCALE: AS SHOWN

BRIAR RUN PHASE VI A,B, & C
SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
TITLE SHEET

PROJECT NO.: 202054.04

SHEET: G–1

Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)

GENERAL NOTES

1. The Contractor shall contact Miss Utility, Telephone: 1–800–245–4848, at least 48 hours prior to beginning any excavation.
2. The Contractor shall be responsible for any damage to any existing utilities and shall undertake repair immediately at the Contractor's expense. The locations of existing utilities along or across the line of the proposed work are not necessarily shown on these plans, and where shown are only approximately correct. The contractor shall, on his own initiative, locate all underground utility lines and structures as necessary. The contractor shall be responsible for any damage to underground lines and structures.
3. The Contractor shall be responsible for obtaining all City and State permits for the construction of this project. NPDES General Permit for storm water management from the West Virginia Department of Environmental Protection is required. This permit is to be applied for 30 days prior to construction.
4. Ground water protection, erosion and sediment control shall comply with the requirements of the West Virginia Department of Environmental Protection. A Ground Water Protection Plan (GWPP) will be required for the construction of the site. Application must be made by the Contractor thirty (30) days prior to construction.
5. By previous Agreement, sewer service to Briar Run is to be provided by the Jefferson County Public Service District (JCPSD). The main sewer and connections are subject to inspection by the JCPSD.
6. Sanitary laterals for individual properties shall be constructed with a cleanout at the front property line. These connections shall be constructed at the same time as the sanitary lines are constructed, prior to any roadway paving.
7. Inspection of sewer and water connections are the responsibility of the JCPSD and Jefferson Utilities respectively.
8. Water will be supplied by Jefferson Utilities, Inc. Water system installation and testing shall be accomplished in accordance with regulations of the West Virginia Department of Health and the requirements of Jefferson Utilities, Inc.
9. The Owner shall employ the services of a geotechnical engineer to conduct compaction and other studies during the earthwork and roadway construction phases of this project. Compaction requirements for roadways and related fill shall be in accordance with the West Virginia Department of Highways, specifications, latest edition. The geotechnical engineer will observe proof rolling, monitor fill, perform density tests in fill areas, approve roadway subgrades, and identify any unacceptable material to be removed.
10. Contrator shall coordinate w/owner and electric, gas, cable, and other services for placement of any conduits required under roadway.
11. Storm sewers, sanitary sewers, water mains, laterals, and water connections are to be constructed prior to paving – open cuts in pavement are not acceptable except in case of emergency.
12. Jefferson Utilities is the water supplier and inspections will be performed by individuals under the direction of Jefferson Utilities.
13. Mechanical joint restraint shall be installed on all waterline fittings and valves. O–ring bells shall be restrained to provide sufficient length of pipe to secure fittings in accordance with the requirements of the computer program entitled Uniflange Pipe Thrust Restraint by Ford Meter Box Company.

PROJECT NOTES

1. EXISTING LAND USE FOR THIS PARCEL IS OLD AGRICULTURAL, AS IS THE CASE WITH SURROUNDING PARCELS TO THE NORTH AND WEST. EXISTING LAND USE FOR PARCELS TO THE EAST AND SOUTH OF SUBJECT PROPERTY THAT ARE CONTAINED WITHIN THE BOUNDARIES OF BRIAR RUN IV SUBDIVISION IS RESIDENTIAL. THERE ARE NO EXISTING PERTINENT FEATURES, SUCH AS WATERCOURSES, TREE GROVES, SWAMPS, ROCK OUTCROPS, OR SINKHOLES ON THE SITE. THERE IS NO FOREST CONSERVATION PLAN FOR THIS SUBDIVISION.
2. SOLID WASTE COLLECTION WILL BE AT CURBSIDE FOR EACH INDIVIDUAL LOT.
3. THE LOCATION OF GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE AND STREET LIGHTS WILL BE COORDINATED BY THE DEVELOPER WITH EACH UTILITY COMPANY AND EASEMENTS WILL BE PROVIDED AS NEEDED.
4. THE ESTIMATED WATER CONSUMPTION AND SEWAGE GENERATED:

   125 d.u. (townhouses) @ 3.5 ppl/d.u. x 70 gpd/person = 30,625 gpd
   2.18 (commercial site lateral) @ 1,000 gpd/acre = 2,180 gpd

   TOTAL = 32,805 GPD
5. THE PROPOSED WATER SUPPLY PRESSURE IS 50 PSI.
6. A MINIMUM OF 25 FT. CLEAR SIGHT TRIANGLES SHALL BE MAINTAINDED AT ALL SUBDIVISION INTERSECTIONS IN RESPECT TO PRIVATE LANDSCAPING.
7. THE SIGHT DISTANCE OF HORIZONTAL CURVES IS GREATER THAN 300 FT. K VALUES ARE GIVEN FOR VERTICAL CURVES ON EACH ROAD PROFILE AS REQUIRED BY AASHTO FOR A MINIMUM SIGHT DISTANCE OF 150 FT. AT 25 MPH.

NOTE:
ALL 15"–42" RCP STORM SEWER MAY BE SUBSTITUTED WITH ADS N–12 HDPE PIPE INSTALLED IN ACCORDANCE ASTM D2321.

RESOURCE INTERNATIONAL, LTD.
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REVISIONS:
6/14/2006 REVISIONS TO WATERLINE
8/01/2006 REVISIONS PER CITY COMMENTS
9/15/2006 REVISIONS PER CITY COMMENTS

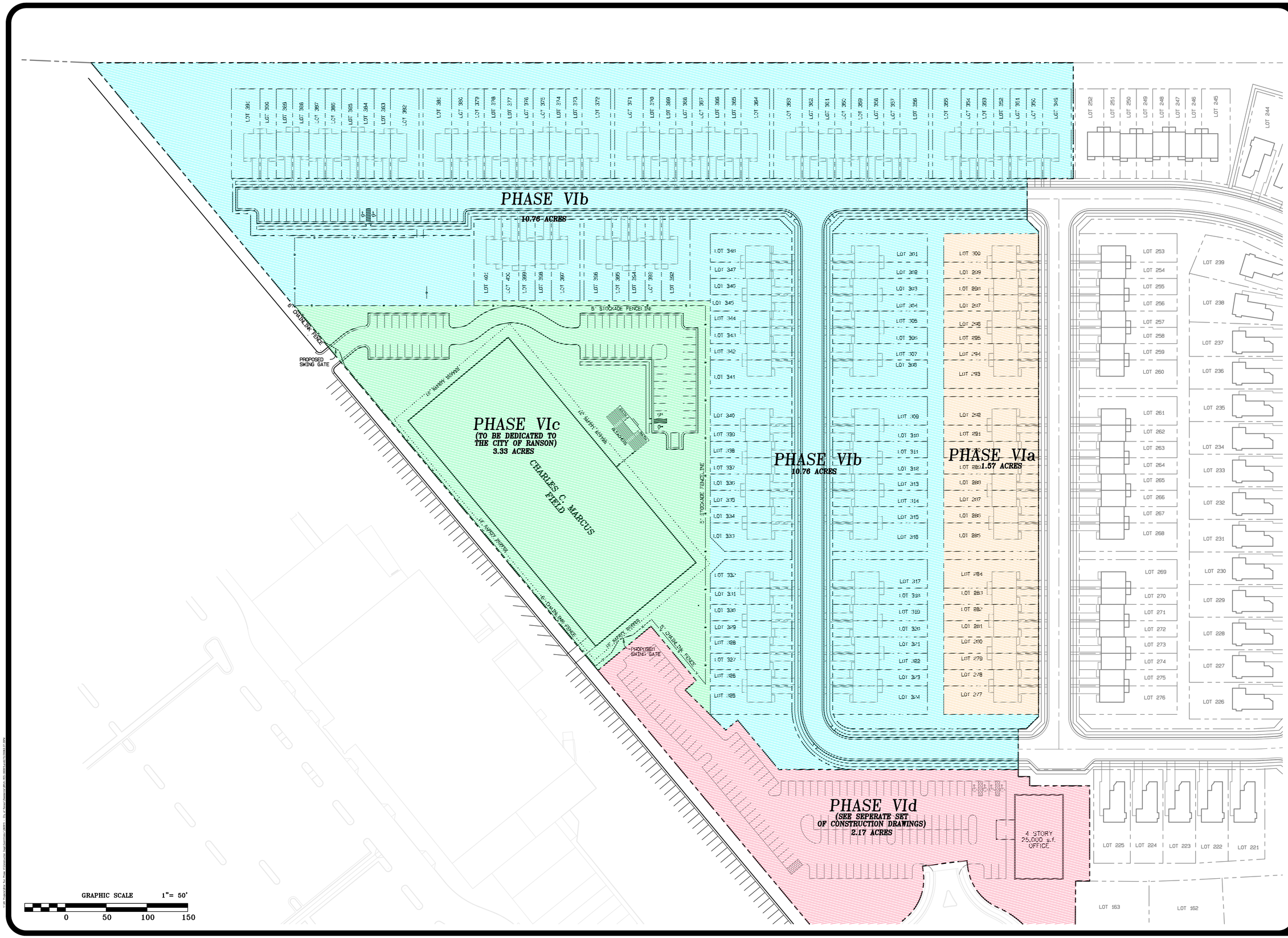
DESIGNED: DB III
DRAWN: SAR
CHECKED: DB
DATE: 6/12/2006
SCALE: AS SHOWN

BRIAR RUN PHASE VI A,B, & C
SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
GENERAL NOTES

PROJECT NO.: 202054.04

SHEET: G–2

Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)



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SCALE: AS SHOWN

BRIAR RUN PHASE VI A,B, & C SUBDIVISION

CONSTRUCTION DRAWINGS

MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA

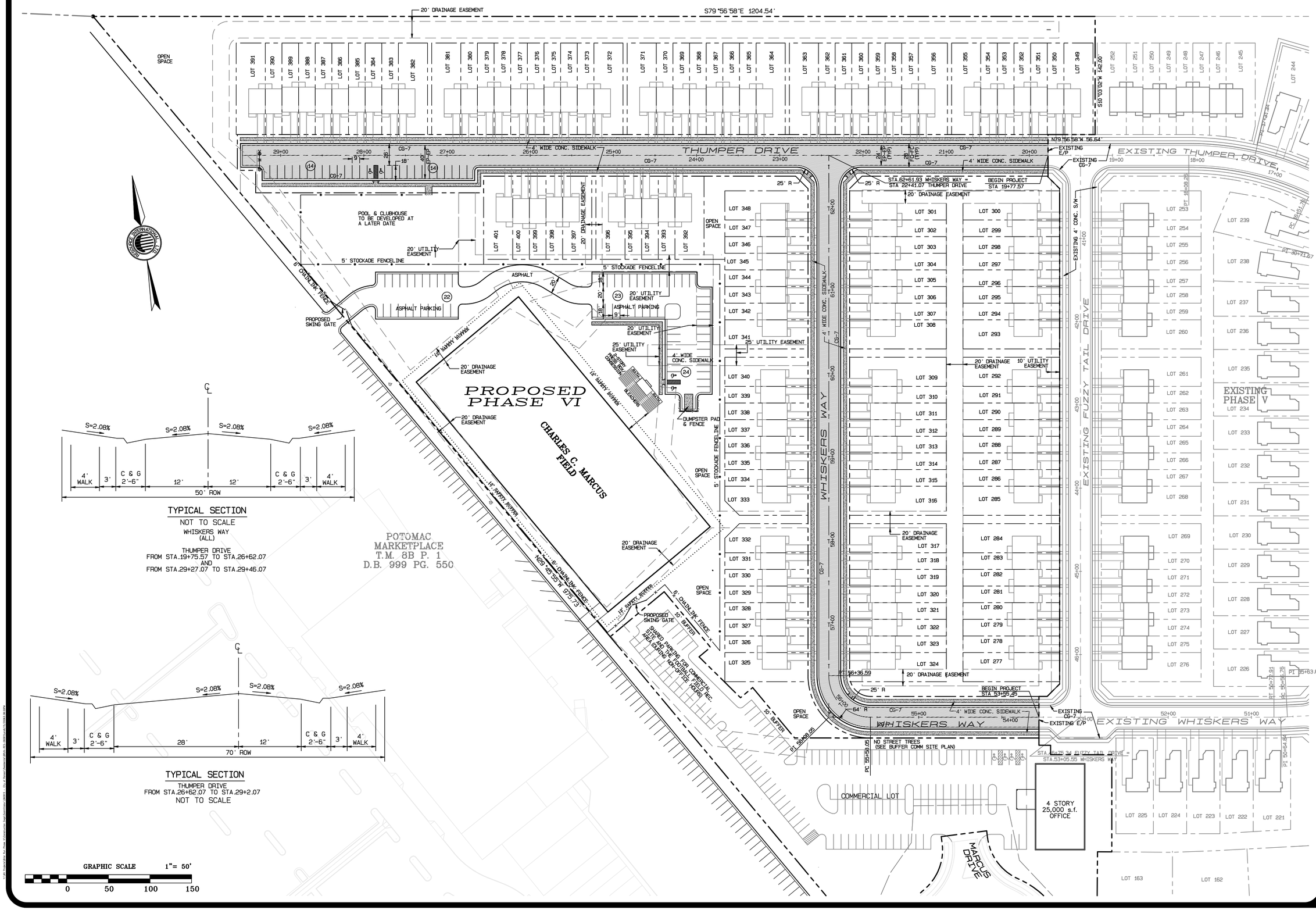
PHASING PLAN

PROJECT NO.: 202054.04

SHEET: C–1a

Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)

CHTD TAX MAP 4 PARCEL 10
McDONALD
DB 229 PG 230



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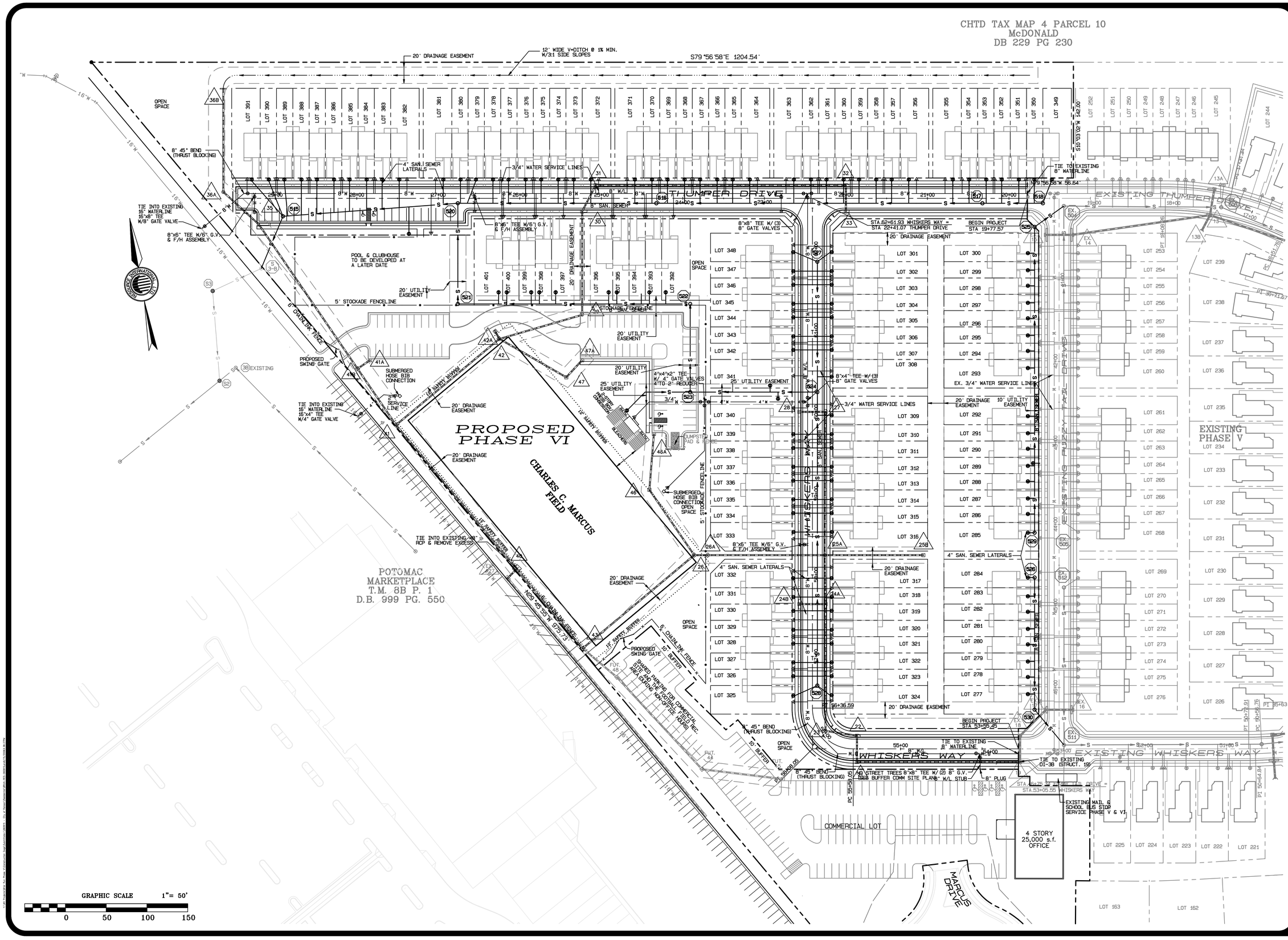
BRIAR RUN PHASE VI A,B, & C SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
SITE LAYOUT

PROJECT NO.: 202054.04

SHEET: C-1

Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)



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BRIAR RUN PHASE VI A,B, & C
SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
UTILITY PLAN

PROJECT NO.: 202054.04

SHEET: C-2

Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)

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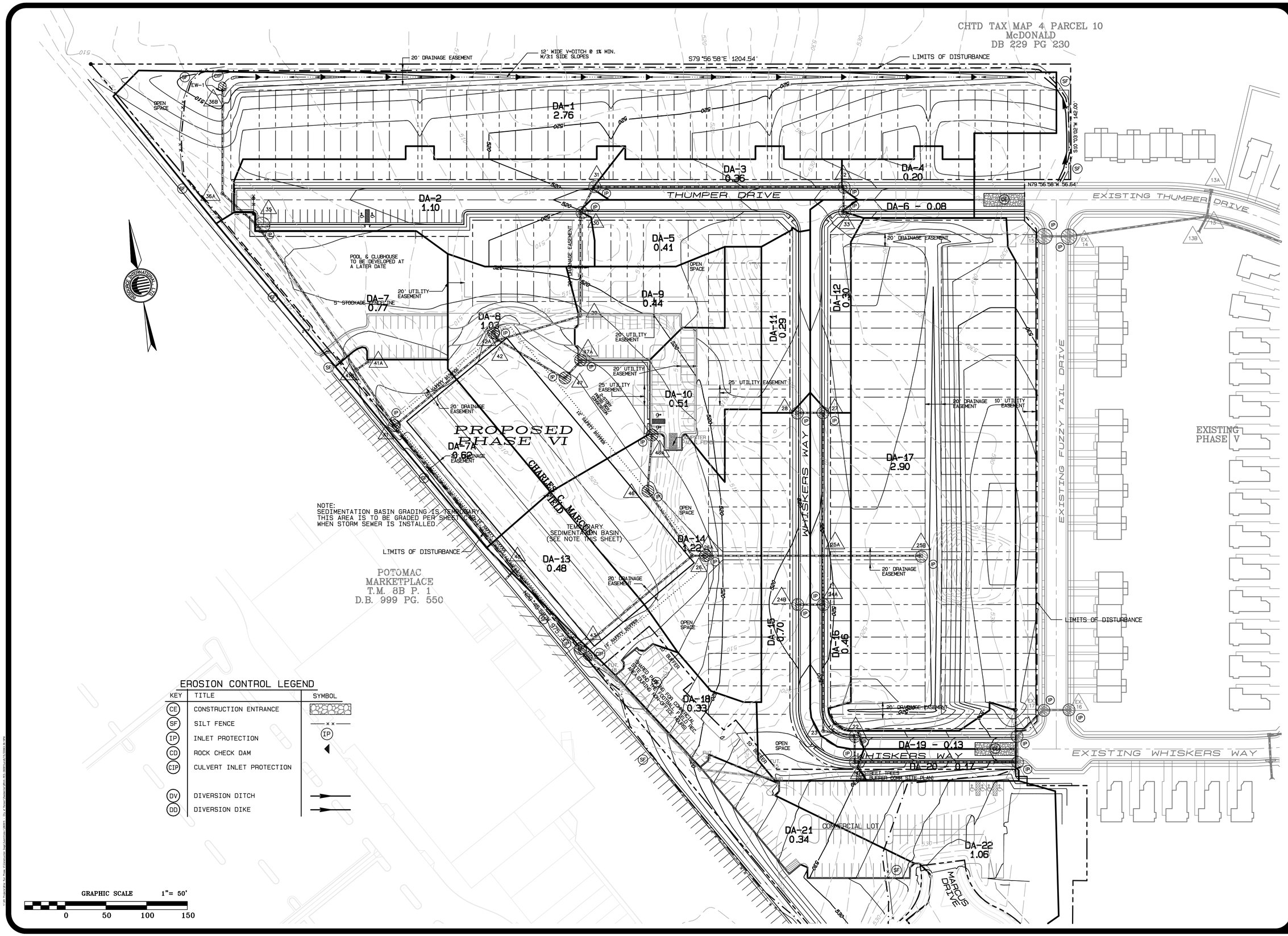
BRIAR RUN PHASE VI A,B, & C SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
SITE GRADING PLAN

PROJECT NO.: 202054.04

SHEET: C–3

Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)



EROSION CONTROL LEGEND

KEY	TITLE	SYMBOL
CE	CONSTRUCTION ENTRANCE	
SF	SILT FENCE	— x x —
IP	INLET PROTECTION	IP
CD	ROCK CHECK DAM	
CIP	CULVERT INLET PROTECTION	
DV	DIVERSION DITCH	
DD	DIVERSION DIKE	

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BRIAR RUN PHASE VI A,B, & C SUBDIVISION

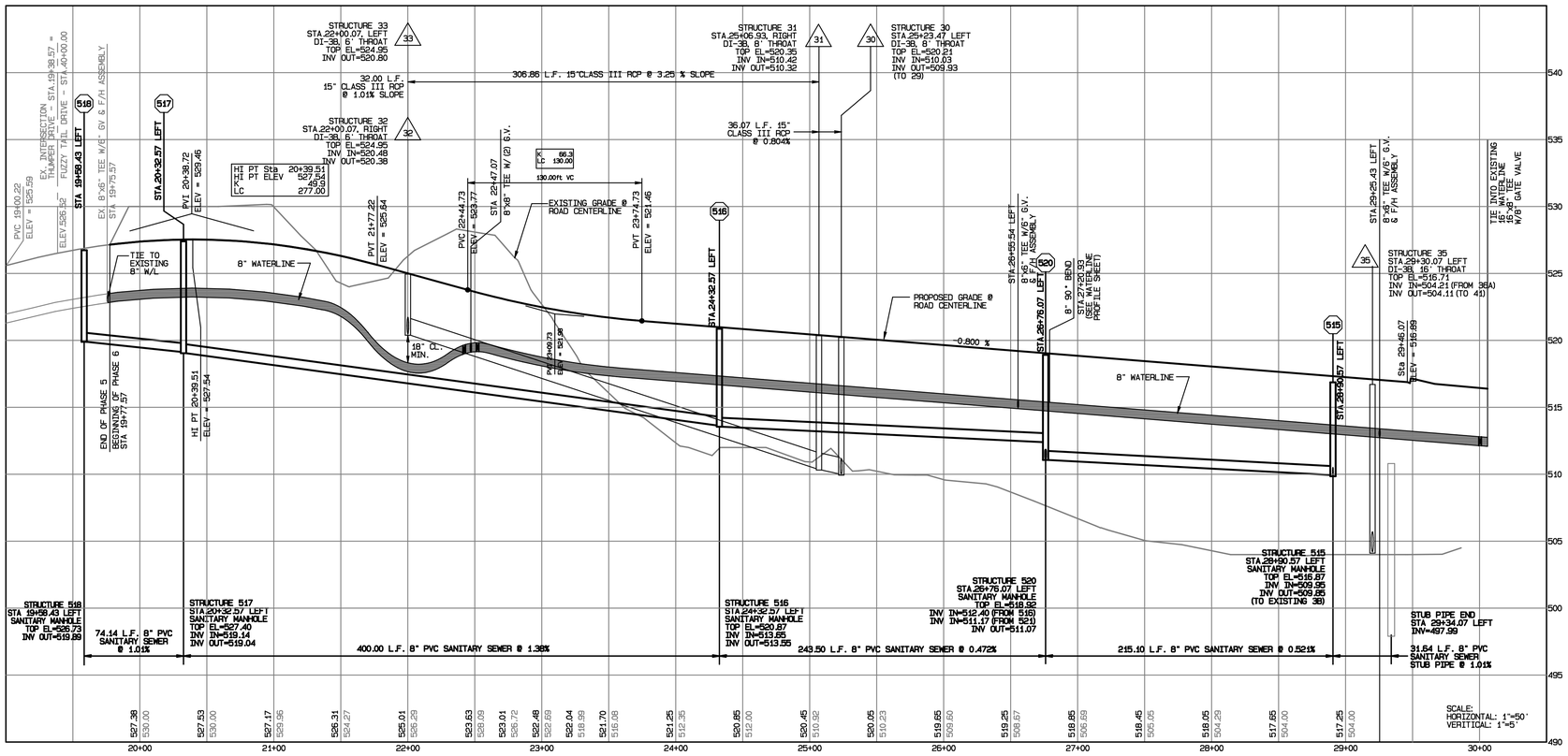
CONSTRUCTION DRAWINGS

MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
HYDROLOGY AND
EROSION & SEDIMENT CONTROL PLAN

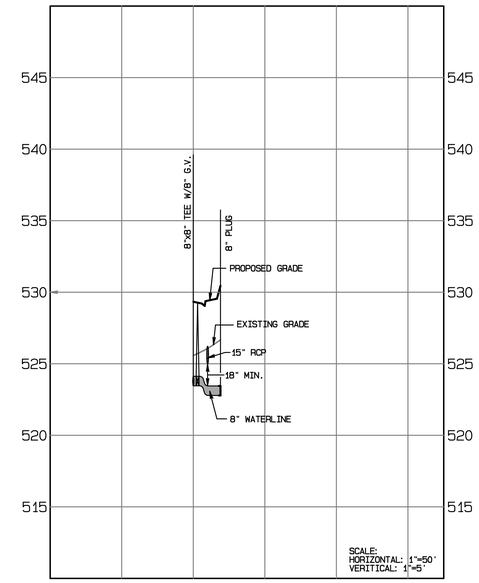
PROJECT NO.: 202054.04

SHEET: C-4

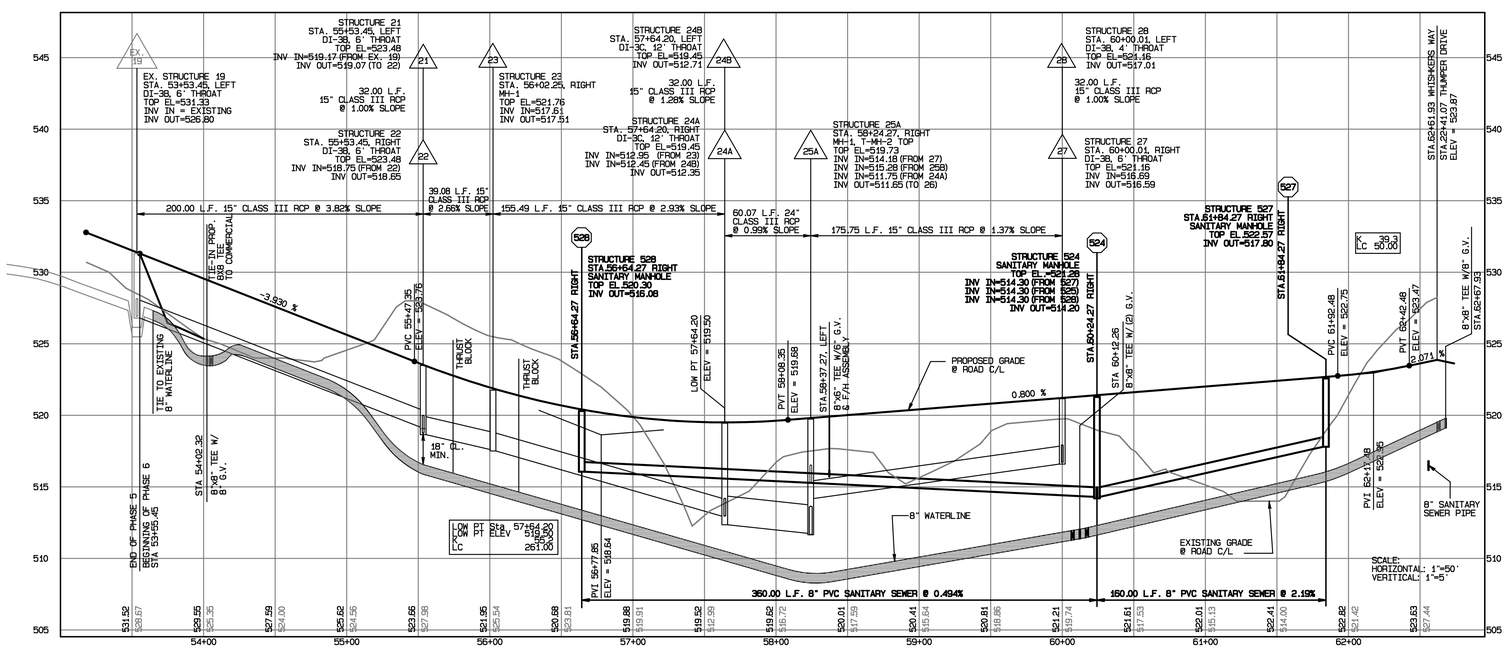
Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)



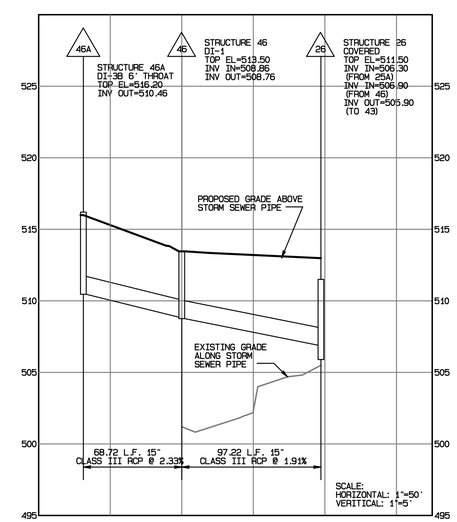
THUMPER DRIVE PROFILE



COMMERCIAL WATER STUB PROFILE



WHISKERS WAY PROFILE



STORM SEWER PROFILE
STRUCTURES 46A TO 26

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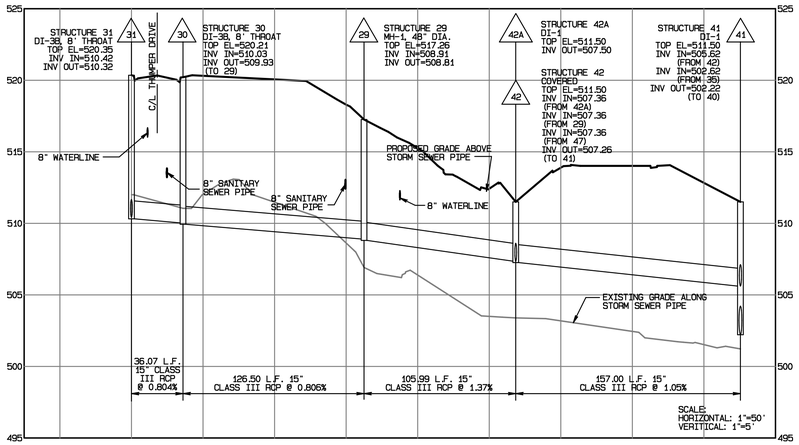
BRIAR RUN PHASE VI A,B, & C
SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
ROAD PROFILES

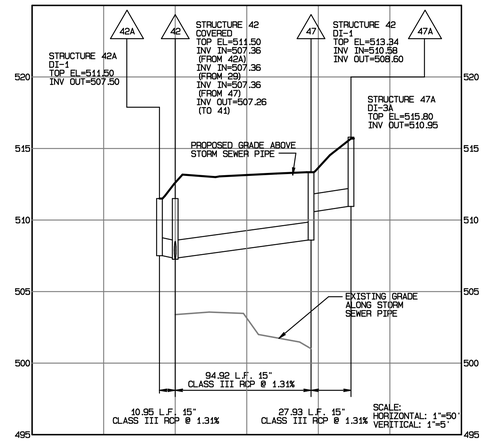
PROJECT NO.:
202054.04

SHEET:
C-5

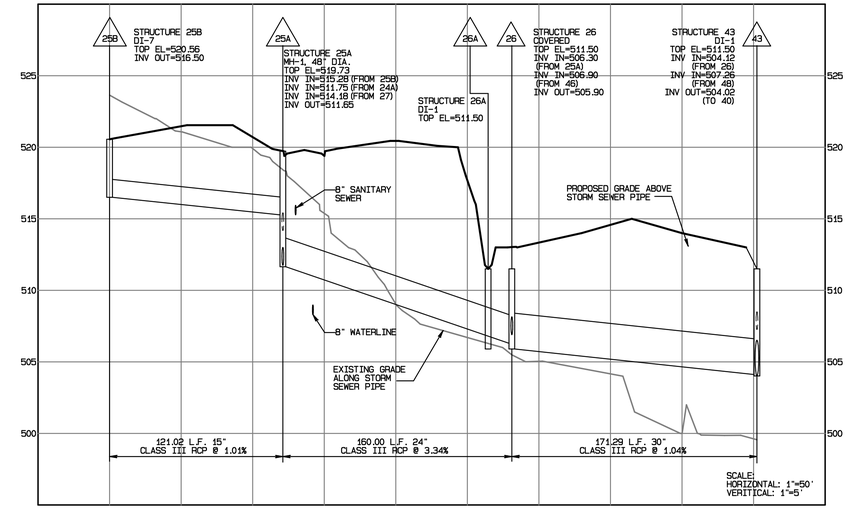
Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)



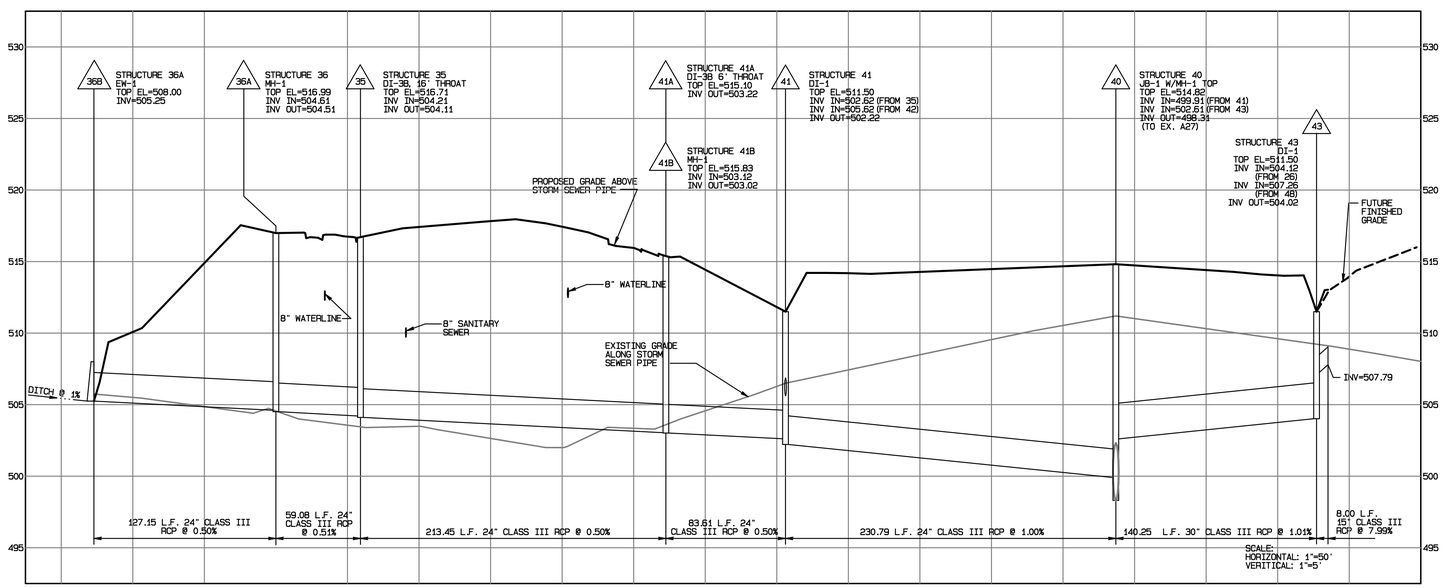
STORM SEWER PROFILE
STRUCTURES 31 TO 41



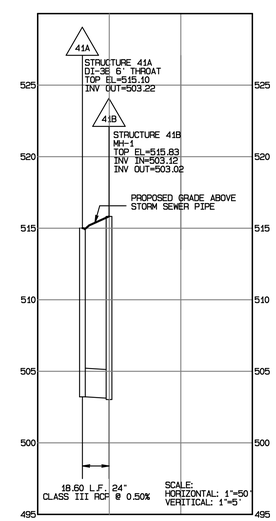
STORM SEWER PROFILE
STRUCTURES 42A TO 42 & 47A TO 42



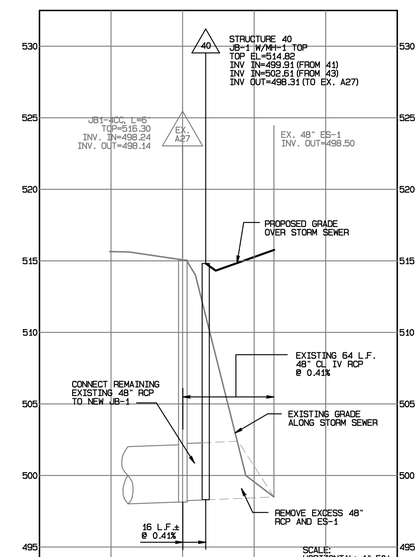
STORM SEWER PROFILE
STRUCTURES 25B TO 43



STORM SEWER PROFILE
STRUCTURES 36B TO 40 & 43 TO 40



STORM SEWER PROFILE
STRUCTURES 41A TO 41B



STORM SEWER PROFILE
STRUCTURES 40 TO EX. A27

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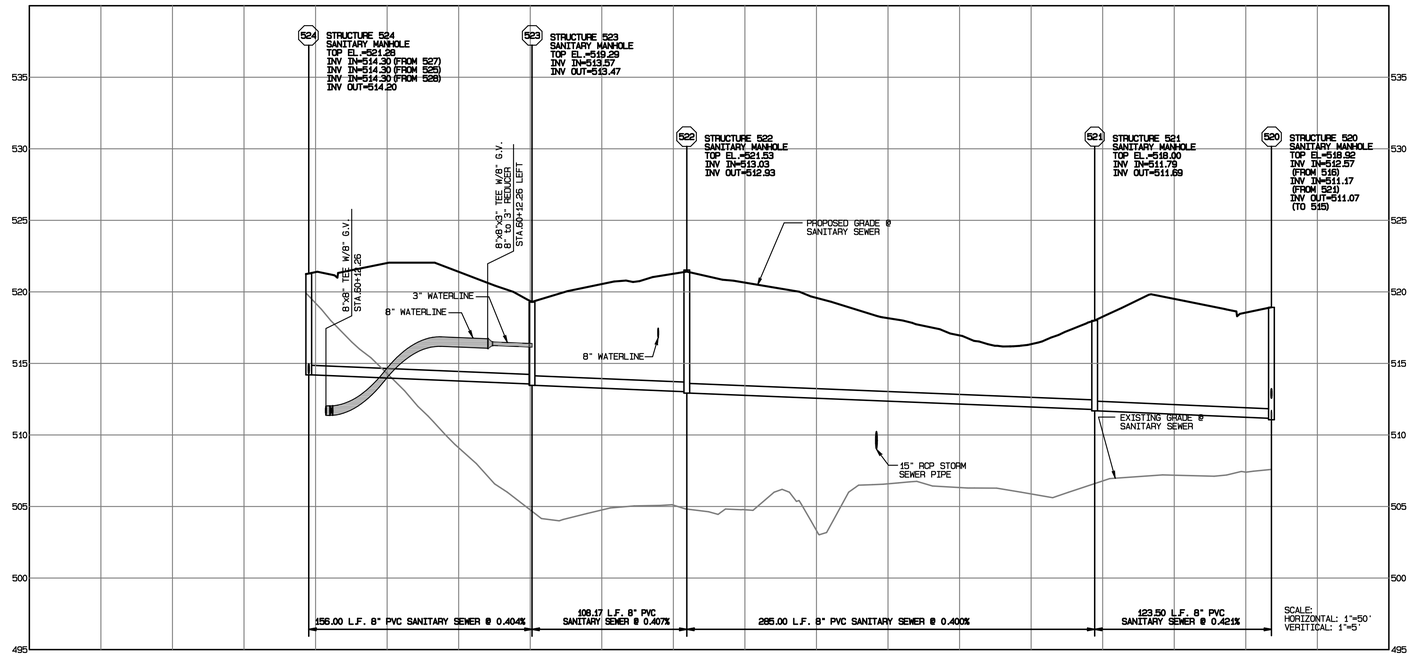
BRIAR RUN PHASE VI A,B, & C
SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
STORM SEWER PROFILES

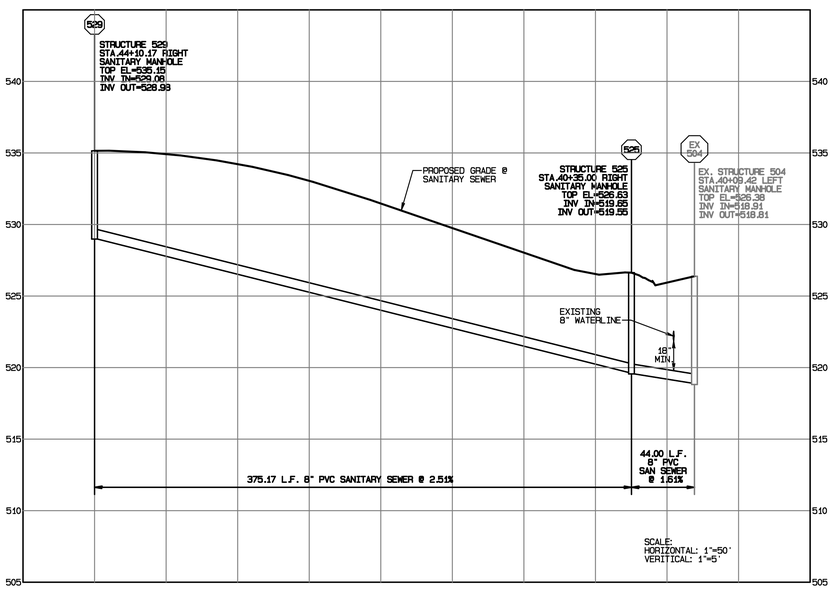
PROJECT NO.:
202054.04

SHEET:
C-6

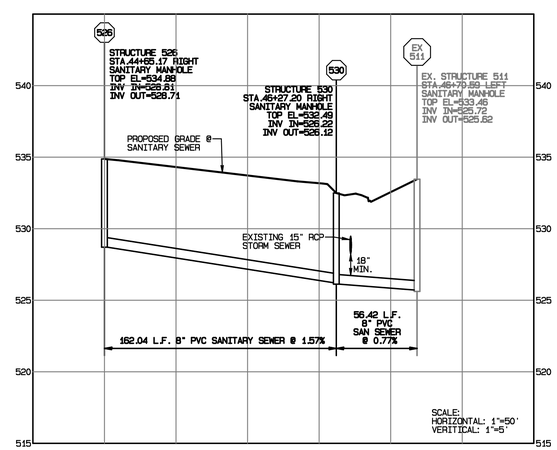
Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)



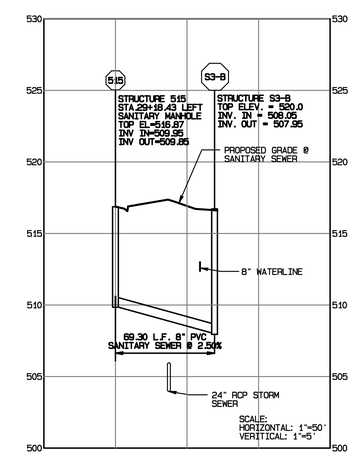
SANITARY SEWER PROFILE
STRUCTURES 525 TO 520



SANITARY SEWER PROFILE
STRUCTURES 529 TO EX. 504



SANITARY SEWER PROFILE
STRUCTURES 526 TO EX. 511



SANITARY SEWER PROFILE
STRUCTURES 515 TO S3-B

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REVISIONS:
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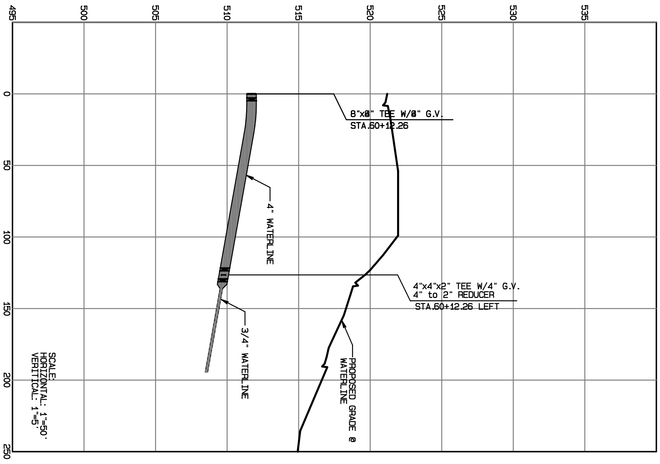
BRIAR RUN PHASE VI A,B, & C
SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
SANITARY SEWER PROFILES

PROJECT NO.:
202054.04

SHEET:
C-7

Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)



WATERLINE PROFILE
STA. 60+12.26 WHISKERS WAY

BRIAR RUN PHASE VI A,B, & C
SUBDIVISION

CONSTRUCTION DRAWINGS

MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA

WATER LINE PROFILES

PROJECT NO.: 202054.04

SHEET: C-8

DESIGNED: DB III
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DRAINAGE AREAS - post-development
(Including all off-site runoff which enters Phase 6)
(10-year/24-hour)

NAME	TOT AREA (acres)	AREA AT C=.9 (acres)	AREA AT C=.3 (acres)	CA	TOTAL T_c (min.)	I_{10} (in/hr)	Q_{10} (cfs)	ADJUSTED Q_{10} FOR BYPASS (cfs)	THROAT LENGTH (ft)	SPREAD (ft)
16	0.37	0.33	0.04	0.31	7	5.90	1.82	EXISTING STRUCTURES FROM BRIAR RUN - PHASE V		
17	0.43	0.22	0.21	0.26	7	5.90	1.54			
18	0.04	0.02	0.02	0.02	7	5.90	0.14			
19	0.10	0.09	0.01	0.08	6	6.20	0.52			
21	0.17	0.07	0.10	0.09	11	5.20	0.48	0.43	6.00	1.60
22	0.15	0.07	0.08	0.09	6	6.20	0.54	0.49	6.00	1.71
24A	0.46	0.23	0.23	0.28	7	5.90	1.63	1.87	12.00	4.75
24B	0.62	0.25	0.37	0.34	7	5.90	1.98	2.11	12.00	5.71
25B	2.90	0.71	2.19	1.30	9	5.50	7.13		---	
26	1.22	0.24	0.98	0.51	10	5.35	2.73	2.54	---	
27	0.37	0.14	0.23	0.20	9	5.50	1.07	1.02	6.00	5.56
28	0.24	0.11	0.13	0.14	6	6.20	0.86	0.77	4.00	4.53
30	0.43	0.22	0.21	0.26	7	5.90	1.54	1.39	8.00	4.46
31	0.36	0.15	0.21	0.20	7	5.90	1.17	1.09	8.00	3.69
32	0.08	0.08	0.00	0.07	6	6.20	0.45	0.41	6.00	1.66
33	0.20	0.08	0.12	0.11	5	6.40	0.69	0.62	6.00	1.98
35	1.34	0.88	0.46	0.93	9	5.50	5.12	5.40	16.00	9.96
36B	16.92	0.63	16.29	5.45	26	3.60	19.63		---	
41	1.30	0.35	0.95	0.60	17	4.30	2.58		---	
42	0.92	0.09	0.83	0.33	12	5.00	1.65		---	
43	0.44	0.00	0.44	0.13	11	5.20	0.69		---	
44	0.34	0.34	0.00	0.31	5	6.40	1.96		4.00	9.96
45	1.06	0.77	0.29	0.78	5	6.40	4.99		14.00	9.96
46	0.69	0.33	0.36	0.41	8	5.70	2.31		6.00	8.71
47	0.58	0.16	0.42	0.27	10	5.35	1.44		2.50	8.35
48	0.33	0.21	0.12	0.23	10	5.35	1.20		2.50	8.35

STORM SEWER

	STRUCTURE					PIPE							
NAME	TYPE	LENGTH (ft)	RIM ELEVATION (ft)	FLOOR ELEVATION (ft)	DEPTH (ft)	PIPE LENGTH (ft)	PIPE SIZE (in)	INVERT IN ELEVATION (ft)	INVERT OUT ELEVATION (ft)	SLOPE (%)	Q_{10} (cfs)	CAP. (cfs)	COMMENTS
40	JB-1	---	514.82	498.31	16.51								w/ MH-1 top
						140.25	30	504.02	502.61	1.005	33.10	41.12	
43	DI-1	---	511.50	504.02	7.48								
						171.29	30	505.90	504.12	1.039	24.26	41.81	
26	DI-1	---	511.50	505.90	5.60								
						160.00	24	513.58	506.30	4.550	19.22	48.26	
25A	MH-1	---	519.73	513.58	6.15								T-MH-2 (Eccentric Taper Top)
						60.07	24	514.29	513.68	1.015	10.16	22.79	
24A	DI-3C	12	519.45	514.29	5.16								
						155.49	15	517.51	514.89	1.685	6.78	8.38	
23	MH-1	---	521.76	517.51	4.25								
						39.08	15	518.65	517.61	2.661	6.78	10.54	
22	DI-3B	6	523.48	518.65	4.83								
						32.00	15	519.07	518.75	1.000	6.24	6.46	
21	DI-3B	6	523.48	519.07	4.41								
						200.00	15	526.80	519.17	3.815	4.02	12.62	
19	EXISTING	---	531.33	526.80	4.53								
43	DI-1	---	511.50	504.02	7.48								
						40.70	15	508.79	507.26	3.759	8.15	12.52	
46	DI-3A	---	513.63	508.79	4.84								
						153.90	15	516.15	508.89	4.717	6.95	14.03	
44	DI-3B	4	520.66	516.15	4.84								
						99.14	15	520.76	516.25	4.549	4.99	13.78	
45	DI-3B	14	526.71	520.76	5.95								
40	JB-1	---	514.82	498.31	16.51								w/ MH-1 top
						230.79	24	502.22	499.61	1.031	34.21	22.63	
41	DI-1	---	511.50	502.22	9.28								
						167.00	15	507.26	505.62	1.045	6.94	6.60	
42	DI-1	---	511.50	507.26	4.24								
						105.99	15	508.81	507.36	1.358	3.85	7.56	
29	MH-1	---	517.26	508.81	8.45								
						126.50	15	511.87	508.91	2.340	3.85	9.88	
30	DI-3B	8	520.21	511.87	8.34								
						36.07	15	512.34	511.87	1.037	2.31	6.58	
31	DI-3B	8	520.35	512.34	8.01								
						306.86	15	520.38	512.44	2.666	1.14	10.39	
32	DI-3B	6	524.95	520.38	4.57								
						32.00	15	520.80	520.48	1.013	0.69	6.50	
33	DI-3B	6	524.95	520.80	4.15								
41	DI-1	---	511.50	502.22	9.28								
						297.06	24	504.11	502.62	0.502	24.75	16.03	
35	DI-3B	16	516.71	504.11	12.60								
						59.08	24	504.51	504.21	0.508	19.63	16.12	
36A	MH-1	---	516.99	504.51	12.48								
						127.15	24	505.26	504.61	0.503	19.63	16.04	
36B	EW-1	---	507.26	505.26	2.00								
42	DI-1	---	511.50	507.26	4.24								
						94.92	15	508.60	507.36	1.306	1.44	7.38	
47	DI-3A	---	513.34	508.60	4.74								
26	DI-1	---	511.50	505.90	5.60								
						97.22	15	508.76	506.90	1.913	2.31	8.93	
46	DI-3B	6	513.50	508.76	4.74								
25A	MH-1	---	519.73	513.58	6.15								T-MH-2 (Eccentric Taper Top)
						175.75	15	516.59	514.18	1.371	1.93	7.56	
27	DI-3B	6	521.16	516.59	4.57								
						32.00	15	517.01	516.69	1.000	0.86	6.46	
28	DI-3B	4	521.16	517.01	4.15								
25A	MH-1	---	519.73	513.58	6.15								T-MH-2 (Eccentric Taper Top)
						121.02	15	516.60	515.28	1.008	7.13	6.49	
25B	DI-7	---	520.66	516.60	4.06								
24A	DI-3C	12	519.45	514.29	5.16								
						32.00	15	515.30	514.89	1.284	1.75	7.32	
24B	DI-3C	12	519.45	515.30	4.15								

BRIAR RUN PHASE VI

TEMPORARY DIVERSION DETAILS

STRUCTURE TYPE	MANNINGS COEFFICIENT	SLOPE (FT/FT)	SIDE SLOPES	DISCHARGE (CFS)	DESIGN DEPTH (FT)	F (FT)	D (FT)	W (FT)	VELOCITY (FT/SEC)	CHANNEL LINING* (See TABLE 3.17-A and Table 9-3)
Temp. Diversion	0.030	0.035	L: 3:1 R: 3:1	36	1.33	1	2.33	13.98	6.81	Kentucky Bluegrass** w/ stablization mat

* Table 3.17-A Permissible velocities for grass-lined channels, Virginia Erosion and Sediment Control Handbook, Third Edition, 1992 and Table 9-3 Recommended Permissible velocities, U.S. Army Corp of Engineers, 1970, and the Maryland Sediment and Erosion Control Manual, 2000.
**The velocity of this channel falls within the acceptable limits for this situation according to the USACOE Table 9-3. Since it is near the upper limit, however, a suitable stabilization mat will be used along with the Kentucky Bluegrass. See VDOT Soil Stabilization Mats Approved List for the appropriate velocity range to find acceptable possibilities. Other comparable stabilization mats may be used from what appears on the VDOT list.

STORMWATER DISCHARGE RATE SHEET

PROJECT: BRIAR RUN, PHASE VI

Drainage Area	**Entire Site**		
Area	**19.15 acres**		
Percent Disturbed	**100%**		
Rainfall Intensity Frequency (Map R-1)	**Zone III**		
Chart R-1			
Height of Most Remote Point above Outlet	**44 ft.**		
Maximum Length of Travel	**544 ft.**		
Time of Concentration (T_C)	**2.5 min.**		
Chart R-3			
Structure Type	**V-Ditch TD-1**		
Recurrence Interval	**1 year**	**10 years**	**25 years**
Rainfall Intensity (I)	**3.9 in./hr.**	**7.2 in./hr.**	**8.0 in./hr.**
Table R-1			
Slope	**0.05 ft./ft.**		
Coefficient of Runoff	**0.25**		
Peak Discharge			
Method	**Rational**		
Q = C I A			
Q_1 = 0.25 x 3.9 x 20	20 cfs		
Q_{10} = 0.25 x 7.2 x 20	36 cfs		
Q_{25} = 0.25 x 8.0 x 20	40 cfs		

NORTH EDGE DIVERSION – SLOPE 1.68%
Worksheet for Triangular Channel

Project Description	
Worksheet	North Edge Diversion
Flow Element	Triangular Channel
Method	Manning's Formula
Solve For	Channel Depth
Input Data	
Manning's Coefficient	0.300
Channel Slope	0.0168 ft/ft
Left Side Slope	3.00 H:V
Right Side Slope	3.00 H:V
Discharge	2.55 cfs
Results	
Depth	0.56 ft
Flow Area	1.0 ft^2
Wetted Perimeter	3.57 ft
Top Width	3.39 ft
Critical Depth	0.54 ft
Critical Slope	0.021789 ft/ft
Velocity	2.67 ft/s
Specific Energy	0.68 ft
Froude Number	0.88
Flow Type	Subcritical

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REVISIONS:
6/14/2006 REVISIONS TO WATERLINE
8/01/2006 REVISIONS PER CITY COMMENTS
9/15/2006 REVISIONS PER CITY COMMENTS

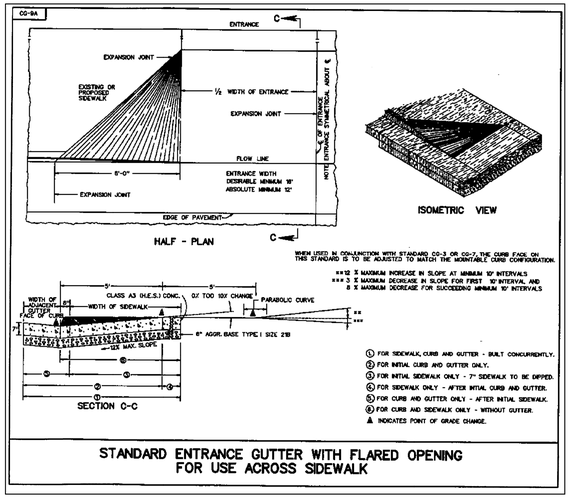
DESIGNED: DB III
DRAWN: SAR
CHECKED: DB
DATE: 6/12/06
SCALE: AS SHOWN

BRIAR RUN PHASE VI A,B, & C
SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
HYDROLOGY CALCULATIONS

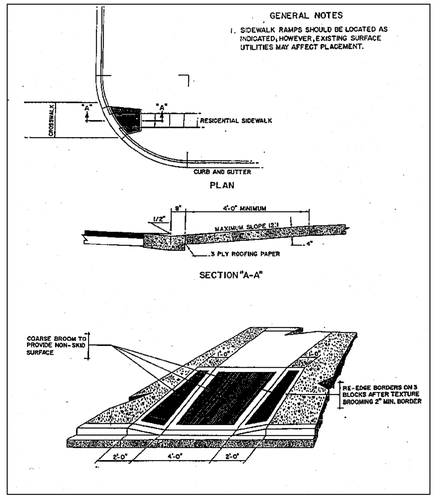
PROJECT NO.: 202054.04

SHEET: C-9

Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)



STANDARD ENTRANCE GUTTER WITH FLARED OPENING FOR USE ACROSS SIDEWALK



HANDICAPPED RAMP DETAIL

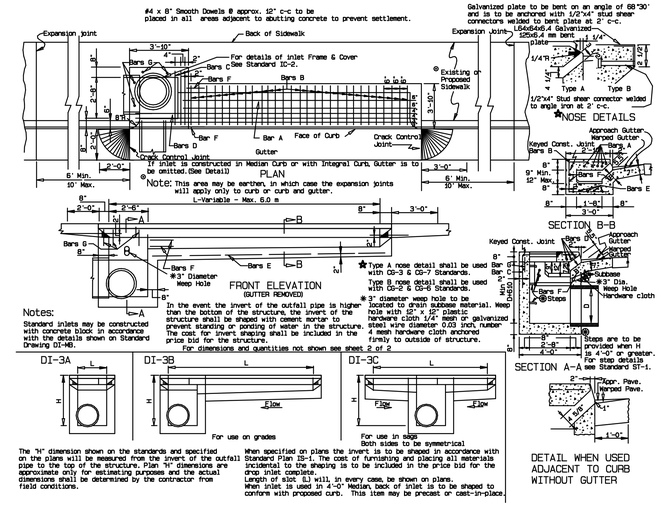


TABLE OF QUANTITIES

TYPE	L	AREA OF SLOT	REINFORCING STEEL															
			Concrete	BARS A		BARS B		BARS C		BARS D		BARS E		BARS F		BARS G		WEIGHT
	Ft.	Sq.Ft.	Cu.Yds.	No.	Lin.Ft@	No.	Lin.Ft.@	No.	Lin.Ft.@	No.	Lin.Ft.@	No.	Lin.Ft@	No.	Lin.Ft@	No.	Lin.Ft@	Lbs.
DI-3A	2'-6"	1.15	2.26	-	-	-	-	1	5'-7"	3	3'-2"	-	-	-	-	6	1'-0"	22
DI-3B	4'	1.83	2.59	5	1'-6"	2	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	1'-6"	3	1'-6"	4	1'-0"	64
	6'	2.75	3.02	5	3'-6"	6	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	3'-6"	3	1'-6"	4	1'-0"	111
	8'	3.67	3.46	5	5'-6"	10	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	5'-6"	3	1'-6"	4	1'-0"	158
	10'	4.58	3.90	5	7'-6"	14	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	7'-6"	3	1'-6"	4	1'-0"	204
	12'	5.50	4.34	5	9'-6"	18	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	9'-6"	3	1'-6"	4	1'-0"	251
	14'	6.42	4.78	5	11'-6"	22	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	11'-6"	3	1'-6"	4	1'-0"	298
	16'	7.33	5.21	5	13'-6"	26	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	13'-6"	3	1'-6"	4	1'-0"	345
	18'	8.25	5.65	5	15'-6"	30	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	15'-6"	3	1'-6"	4	1'-0"	391
	20'	9.17	6.09	5	17'-6"	34	6'-7" to 6'-10"	3	5'-7"	3	3'-2"	4	17'-6"	3	1'-6"	4	1'-0"	438
DI-3C	6'	2.75	3.01	10	1'-9"	4	6'-7" to 6'-10"	5	5'-7"	3	3'-2"	8	1'-9"	6	1'-6"	2	1'-0"	111
	8'	3.67	3.45	10	2'-9"	8	6'-7" to 6'-10"	5	5'-7"	3	3'-2"	8	2'-9"	6	1'-6"	2	1'-0"	158
	10'	4.58	3.89	10	3'-9"	12	6'-7" to 6'-10"	5	5'-7"	3	3'-2"	8	3'-9"	6	1'-6"	2	1'-0"	205
	12'	5.50	4.33	10	4'-9"	16	6'-7" to 6'-10"	5	5'-7"	3	3'-2"	8	4'-9"	6	1'-6"	2	1'-0"	252
	14'	6.42	4.77	10	5'-9"	20	6'-7" to 6'-10"	5	5'-7"	3	3'-2"	8	5'-9"	6	1'-6"	2	1'-0"	298
	16'	7.33	5.21	10	6'-9"	24	6'-7" to 6'-10"	5	5'-7"	3	3'-2"	8	6'-9"	6	1'-6"	2	1'-0"	345
	18'	8.25	5.65	10	7'-9"	28	6'-7" to 6'-10"	5	5'-7"	3	3'-2"	8	7'-9"	6	1'-6"	2	1'-0"	392
	20'	9.17	6.09	10	8'-9"	32	6'-7" to 6'-10"	5	5'-7"	3	3'-2"	8	8'-9"	6	1'-6"	2	1'-0"	439

* Denotes length of one (1) bar

Notes:

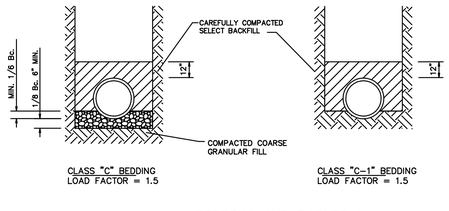
All reinforcing bars to be #5.

All cast in place concrete to be Class A3. For acceptable alternate see Precast Standard Designs.

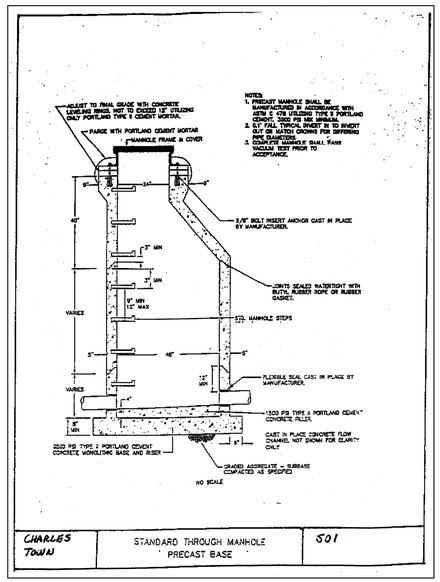
Concrete quantities shown are for depth 0@ of 5'-2" without pipes. The amount displaced by pipes must be deducted to obtain true quantities. For inlets of different depths add or subtract 0.32 cu. of concrete for each meter of difference in depth.

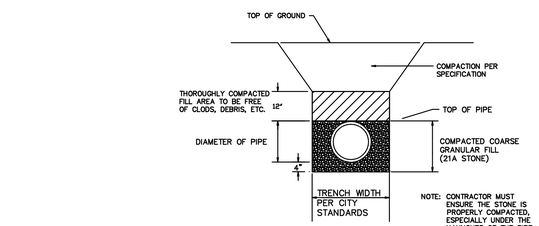
Length of Angle Iron as shown on Sheet 1 is to be L+ 16" @ 4.10 lbs. per ft.

STANDARD CURB DROP INLET DI-3B & DI-3C
12" - 30" PIPE MAXIMUM DEPTH (H)=8'

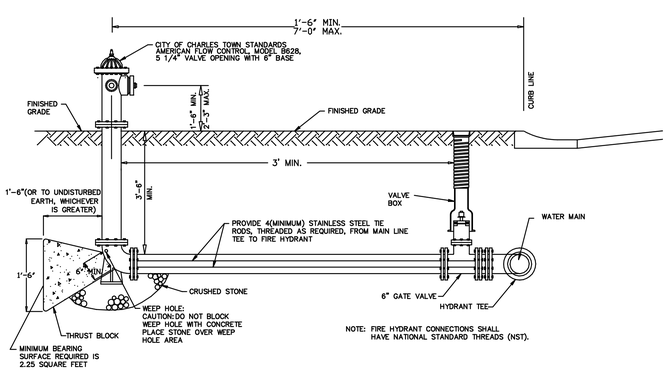


BEDDING AND BACKFILL
DETAIL FOR PLASTIC AND DUCTILE
IRON WATER PIPE
NOT TO SCALE

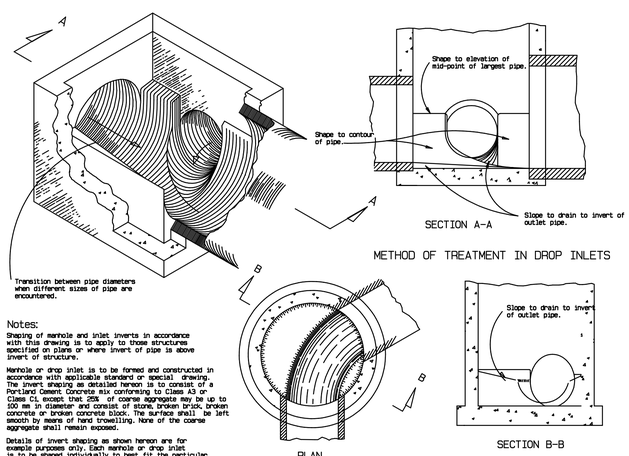




BEDDING AND BACKFILL
DETAIL FOR SDR 35 PVC GRAVITY
SEWER PIPE
NOT TO SCALE



FIRE HYDRANT ASSEMBLY DETAIL



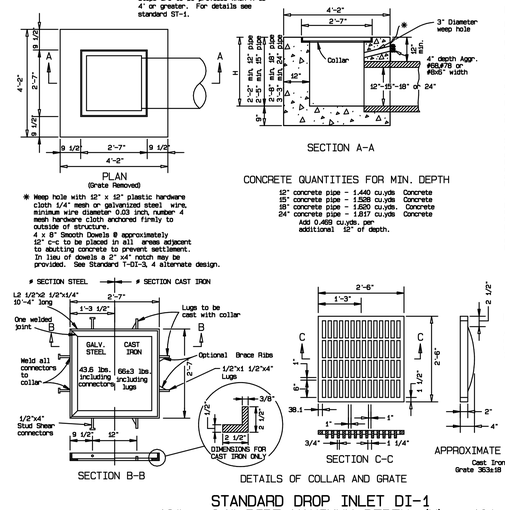
Notes:

Shaping of manhole and inlet inverts in accordance with this drawing is to apply to those structures specified on plans or where invert of pipe is above invert of structure.

Manhole or drop inlet is to be formed and constructed in accordance with applicable standard or special drawing. The invert shaping as detailed hereon is to consist of a Portland Cement Concrete mix conforming to Class A3 or Class C1, except that 25% of coarse aggregate may be up to 100 mm in diameter and consist of stone, broken brick, broken concrete or broken concrete block. The surface shall be left smooth by means of hand trowelling. None of the coarse aggregate shall remain exposed.

Details of invert shaping as shown hereon are for example purposes only. Each manhole or drop inlet is to be shaped individually to best fit the particular inlet and outlet configuration and flow lines.

STANDARD METHOD OF SHAPING MANHOLE & INLET INVERTS



Notes:

Maximum depth 0@ to be 10'. For greater depth use Standard DI-1A.

When specified on plans the invert is to be shaped in accordance with Standard Plan IS-1. The cost of furnishing and placing all materials incidental to the shaping is to be included in the price bid for the drop inlet complete.

This item may be precast or cast in place.

All cast in place concrete to be Class A3. For precast See Sheet 103.03

The "H" dimension shown on the Standards and specified on the plans will be measured from the invert of the outfall pipe to the top of the structure. Plan "H" dimensions are approximate only for estimating purposes and the actual dimensions shall be determined by the Contractor from field conditions.

In the event the invert of the outfall pipe is higher than the bottom of the structure, the invert of the structure shall be shaped with cement mortar to prevent standing or ponding of water in the structure. The cost for invert shaping shall be included in the price bid for the structure.

Notes:

Any alternate methods of anchorage, meeting the approval of the Engineer, may be substituted for the cast iron lugs as shown hereon.

STANDARD DROP INLET DI-1
12" - 24" PIPE MAXIMUM DEPTH (H) = 10'

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ENGINEERS SCIENTISTS SURVEYORS PLANNERS
73 Edmond Road Burr Industrial Park, Kearneysville, WV 25430
(304) 725-7764 FAX (304) 725-7846

REVISIONS:
6/14/2006 REVISIONS TO WATERLINE
8/01/2006 REVISIONS PER CITY COMMENTS
9/15/2006 REVISIONS PER CITY COMMENTS

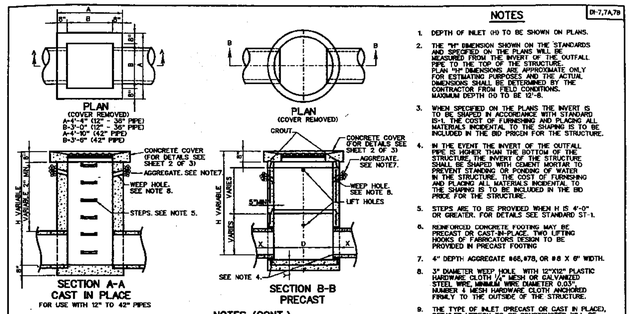
DESIGNED: DB III
DRAWN: SAR
CHECKED: DB
DATE: 6/12/06
SCALE: AS SHOWN

BRIAR RUN PHASE VI A,B, & C
SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
UTILITY NOTES AND DETAILS - 1

PROJECT NO.: 202054.04

SHEET: C-10

Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)



RECOMMENDED MINIMUM HEIGHT CHART		
PIPE SIZE	H DIMENSION CONC.	CORR. METAL
12"	2'-6"	2'-3"
15"	2'-9½"	2'-6"
18"	3'-0½"	2'-9"
21"	3'-3½"	3'-2"
24"	3'-7"	3'-5"
27"	3'-10½"	3'-8"
30"	4'-1½"	3'-11"
33"	4'-4½"	4'-2"
36"	4'-8"	4'-5"
42"	5'-2½"	4'-11"

NOTES

DI-7,7A,7B

1. DEPTH OF INLET 00 TO BE SHOWN ON PLANS.
2. THE "M" DIMENSION SHOWN ON THE STANDARDS AND SPECIFIED ON THE PLANS WILL BE MEASURED FROM THE INVERT OF THE OUTFALL PIPE TO THE TOP OF THE STRUCTURE. PLAN "S" DIMENSIONS ARE APPROXIMATE ONLY FOR ESTIMATING PURPOSES AND THE ACTUAL DIMENSIONS SHALL BE DETERMINED BY THE CONTRACTOR FROM FIELD CONDITIONS. MAXIMUM DEPTH 00 TO BE 12'-8.
3. WHEN SPECIFIED ON THE PLANS THE INVERT IS TO BE SHAPED IN ACCORDANCE WITH STANDARD D-1. THE COST OF FURNISHING AND PLACING ALL MATERIALS INCIDENTAL TO THE SHAPING IS TO BE INCLUDED IN THE BID PRICE FOR THE STRUCTURE.
4. IN THE EVENT THE INVERT OF THE OUTFALL PIPE IS HIGHER THAN THE BOTTOM OF THE STRUCTURE THE INVERT OF THE STRUCTURE SHALL BE SHAPED WITH CEMENT MORTAR TO PREVENT STANDING OR PONDING OF WATER IN THE STRUCTURE. THE COST OF FURNISHING AND PLACING ALL MATERIALS INCIDENTAL TO THE SHAPING IS TO BE INCLUDED IN THE BID PRICE FOR THE STRUCTURE.
5. STEPS ARE TO BE PROVIDED WHEN H IS 4'-0" OR GREATER. FOR DETAILS SEE STANDARD ST-1.
6. REINFORCED CONCRETE FOOTING MAY BE PRECAST OR CAST-IN-PLACE. TWO LIFTING HOOKS OF FABRICATORS DESIGN TO BE PROVIDED IN PRECAST FOOTING
7. 4" DEPTH: AGGREGATE #68,#78, OR #8 X 6" WIDTH.
8. 3" DIAMETER WEEP HOLE WITH 10"X12" PLASTIC HARDWARE CLOTH (1/4" MESH OR GALVANIZED SHEET METAL. ALUMINUM WIRE DIAMETER 0.023 INCHES. 4 MESH HARDWARE CLOTH ANCHORED FIRMLY TO THE OUTSIDE OF THE STRUCTURE.
9. THE TYPE OF INLET (PRECAST OR CAST IN PLACE), DETAILED HEREON, TO BE CONSTRUCTED, WILL BE AT THE OPTION OF THE CONTRACTOR.
10. FOR DETAILS OF CONCRETE COVER, COLLAR AND FRAME SEE STANDARD DI-3 ALONG WITH APPROACH GUTTER SEE SHEET 2 OF 3.
11. CAST-IN PLACE CONCRETE IS TO BE CLASS A3 (3000 PSI). PRECAST CONCRETE IS TO BE 4000 PSI.
12. CONCRETE QUANTITIES SHOWN ARE FOR INDICATED DEPTH 00 WITHOUT PIPE. THE AMOUNT ADDED OR SUBTRACTED PER FOOT TO DEPTH WILL BE AS FOLLOWS: FOR DEPTHS OF DIFFERENT DEPTHS ADD OR SUBTRACT THE APPROPRIATE CUBIC YARDS OF CONCRETE FOR EACH FOOT OF DEPTH.
13. PAVED DECHES ARE TO BE TRANSITIONED TO MEET INLET GUTTER AS SHOWN IN STANDARD PG-2A
14. PROVIDE SAFETY SLABS WHEN SPECIFIED ON THE PLANS.

NOTES (CONT.)

15. DI-7--------NO GUTTER
    DI-7A--------SINGLE GUTTER WHEN DROP INLET IS ON A GRADE.
    DI-7B-------- DOUBLE GUTTER WHEN DROP INLET IS IN A SAG BETWEEN TWO GRADES.
16. FOR DETAILS OF PRECAST DI-7 NOT SHOWN HEREON SEE PRECAST INVT ASSEMBLY DIAGRAM, PAGE 103.01. FOR PRECAST GENERAL NOTES, PAGE 103.02 AND FOR APPLICABLE PRECAST BASE, RISER AND TOP DETAILS, PAGES 103.07 THRU 103.12.
17. GRATE BARS TO BE PARALLEL TO DITCH FLOW.

PIPE SIZE	12"	15"	18"	24"	30"	36"	42"
MINIMUM DEPTH	2'-0"	2'-3½"	2'-6½"	3'-1"	3'-7½"	4'-2"	4'-8½"
CONCRETE CUBIC YARDS	.847	1.045	1.143	1.339	1.535	1.731	1.927

INCREMENT PER FOOT OF ADDITIONAL DEPTH 00 { = 0.262 CU. YDS. (12" - 36" PIPE) = 0.492 CU. YDS. (42" PIPE)

SHEET 1 OF 3

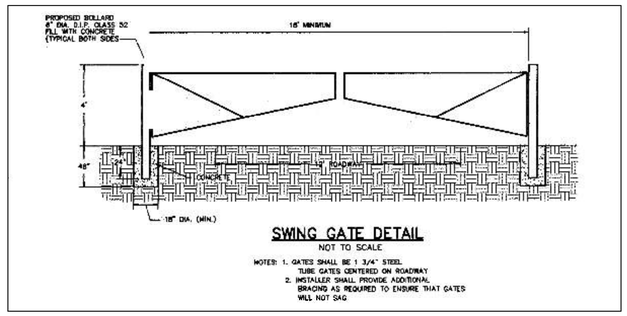
SPECIFICATION REFERENCE
241
503

STANDARD MEDIAN DROP INLET

12" TO 42" PIPE

VIRGINIA DEPARTMENT OF TRANSPORTATION

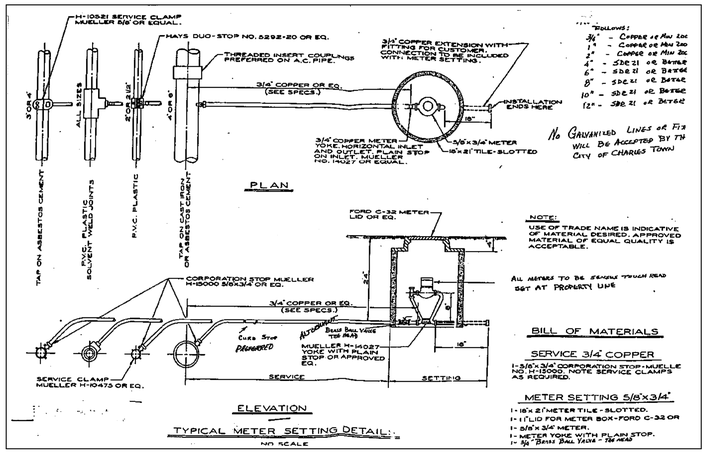
104.22

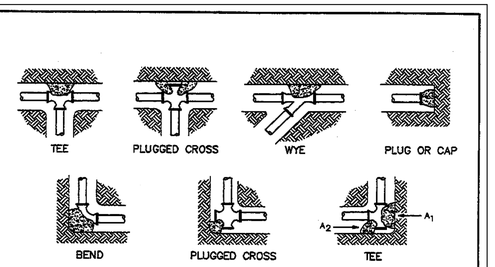


SWING GATE DETAIL

NOT TO SCALE

NOTES: 1. GATES SHALL BE 1 3/4" STEEL TUBE GATES CENTERED ON ROADWAY
2. INSTALLER SHALL PROVIDE ADDITIONAL BRACING AS REQUIRED TO ENSURE THAT GATES WILL NOT SAG





NOTES:
1 – Concrete thrust blocking to be poured against undisturbed earth.
2 – Keep concrete clear of joint and accessories.
3 – Bearing areas and special blocking details shown on plans take precedence over bearing areas and blocking details shown on this standard detail.

BEARING AREA OF THRUST BLOCKS IN SQ. FT.								
FITTING SIZE	TEE, WYE PLUG OR CAP	90° BEND PLUGGED CROSS	TEE PLUGGED ON RUN		45° BEND	22½° BEND	11¼° BEND
			A_1	A_2			
6	2.1	3.0	4.3	3.0	2.0	2.0	----
8	3.8	5.3	7.6	5.4	2.9	2.0	2.0
10	5.9	8.4	11.8	8.4	4.6	2.4	2.0
12	8.5	12.0	17.0	12.0	6.6	3.4	2.0
14	11.5	16.3	23.0	16.3	8.9	4.6	2.3
16	15.0	21.3	30.0	21.3	11.6	6.0	3.0
18	19.0	27.0	38.0	27.0	14.6	7.6	3.8
20	23.5	33.3	47.0	33.3	18.1	9.4	4.7
24	34.0	48.0	68.0	48.0	26.2	13.6	6.8

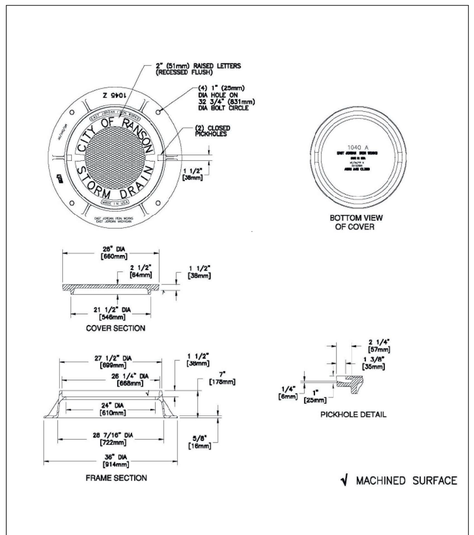
NOTE:
Above bearing areas based on test pressure of 200 p.s.i. and an allowable soil bearing stress of 3,500 pounds per square foot. To compute bearing areas for different test pressures and soil bearing stresses, use the following equation: Bearing Area = (Test Pressure ÷ 200) x (3500 ÷ Soil Bearing Stress) x (Table Value).

SIZE OF FITTING	MIN. C.Y. – CONC. FOR BLOCKING
3" – 8"	¾
10" – 12"	1½
16" – 24"	2

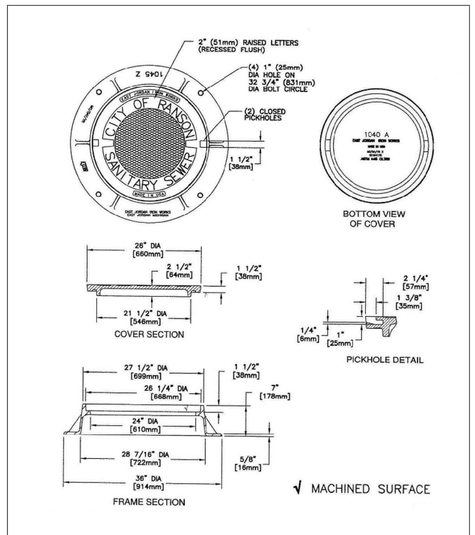
Concrete shall be A–3 conc. meeting requirements of ASTM C94.

STANDARD THRUST BLOCKING DETAILS

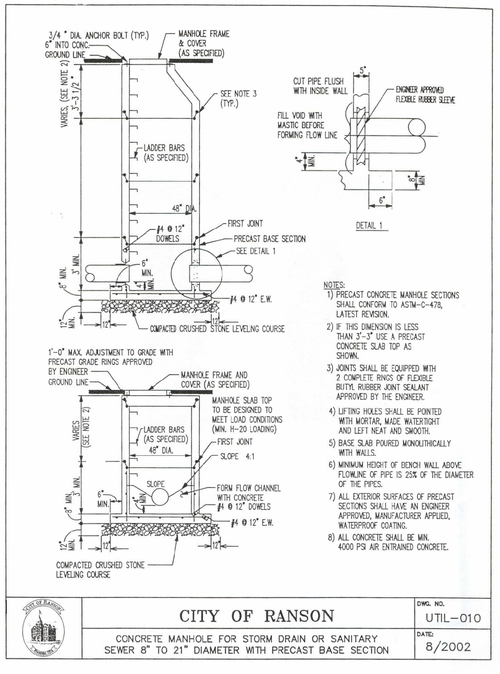
D–305



CITY OF RANSON	Detail No.: ST – 001
STORM DRAIN MH COVER	Rev. Date: 02/2006

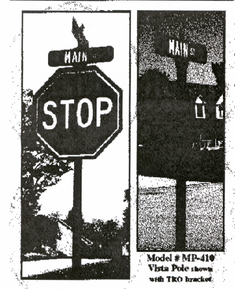


CITY OF RANSON	Detail No.: SW – 001
SEWER MH COVER	Rev. Date: 01/2006



CITY OF RANSON	DWG. NO. UTIL–010
CONCRETE MANHOLE FOR STORM DRAIN OR SANITARY SEWER 8" TO 21" DIAMETER WITH PRECAST BASE SECTION	DATE: 8/2002

Vista Pole Series



- 3" O/D Pole
- Rust Free Cast Aluminum
- Maintenance Free Powder Coated Finish
- Coordinating cast aluminum lighting, mailboxes, and posts available

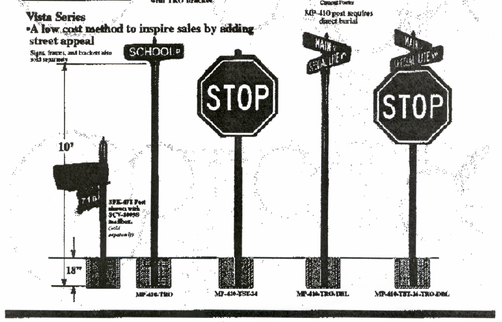
Improve the look of your community by using the Vista Series for your traffic signage instead of a green metal D.O.T. supplied post.

A matching mailbox post, the SPK-678 (page 35), is available to create a unified look with the Traffic Sign. Both posts feature a 3" O/D post and are available in all Special Life Products' finishes

Model # MP-410 Vista Pole shown with TRO bracket.

Cement Footer
MP-410 post requires direct burial

Vista Series
•A low cost method to inspire sales by adding street appeal
Signs, frames, and brackets also sold separately



MP-418-TRO
MP-418-YSE34
MP-416-TRO-DBL
MP-416-TRT-M-TRO-DBL

Main Street Designs, Inc.
www.mainstreetdesignsinc.com
703-830-5155

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ENGINEERS SCIENTISTS SURVEYORS PLANNERS
73 Edmond Road Burr Industrial Park, Kearneysville, WV 25430
(304) 725-7764 FAX (304) 725-7846

REVISIONS:
6/14/2006 REVISIONS TO WATERLINE
8/01/2006 REVISIONS PER CITY COMMENTS
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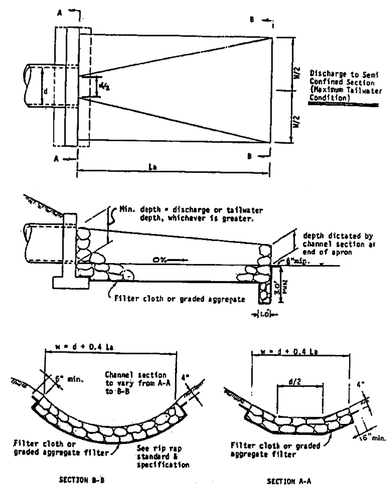
DESIGNED: DB III
DRAWN: SAR
CHECKED: DB
DATE: 6/12/06
SCALE: AS SHOWN

BRIAR RUN PHASE VI A,B, & C
SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
UTILITY NOTES AND DETAILS – 2

PROJECT NO.: 202054.04

SHEET: C–11

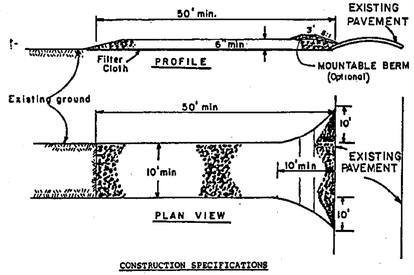
Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)



JEFFERSON COUNTY, WEST VIRGINIA	APPROVED: April 12, 1980 COUNTY ENGINEER	riprap outlet SCS - III	REVISIONS:	DETAIL No. OF -03

STABILIZED CONSTRUCTION ENTRANCE
not to scale

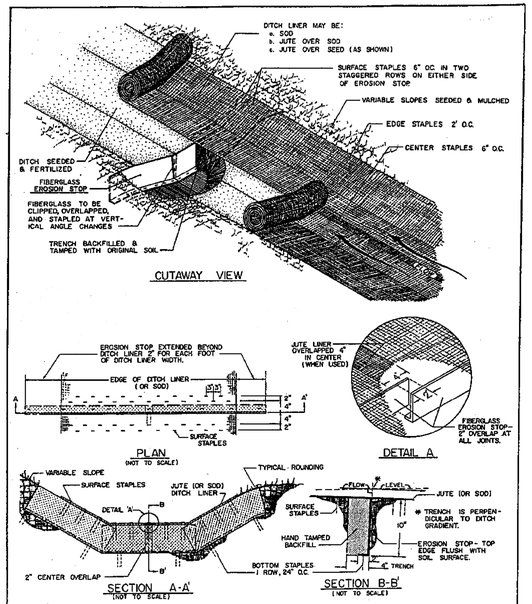
STANDARD SYMBOL SCE



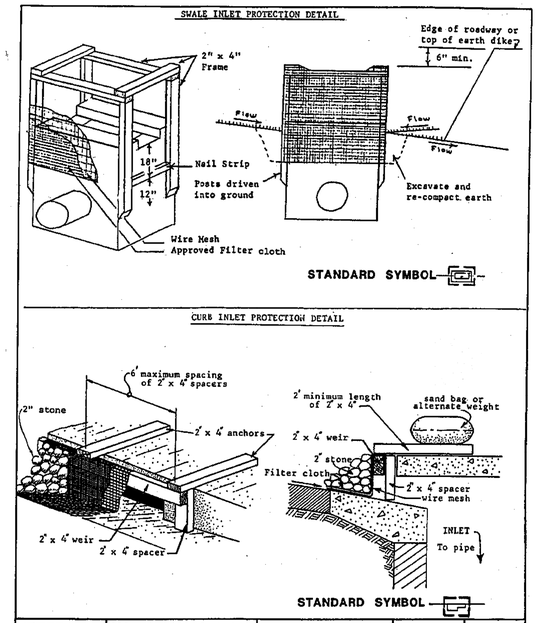
CONSTRUCTION SPECIFICATIONS

1. Stone Size - Use 2" stone, or reclaimed or recycled concrete equivalent.
2. Length - As required, but not less than 50 feet (except on a single residence lot where a 30 foot minimum length would apply).
3. Thickness - Not less than six (6) inches.
4. Width - Ten (10) foot minimum, but not less than the full width at points where ingress or egress occurs.
5. Filter Cloth - Will be placed over the entire area prior to placing of stone. Filter will not be required on a single family residence lot.
6. Surface Water - All surface water flowing or diverted toward construction entrances shall be piped across the entrance. If piping is impractical, a mountable berm with 5:1 slopes will be permitted.
7. Maintenance - The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and/or cleanout of any measures used to trap sediment. All sediment spilled, dropped, washed or tracked onto public rights-of-way must be removed immediately.
8. Washing - Wheels shall be cleaned to remove sediment prior to entrance onto public rights-of-way. When washing is required, it shall be done on an area stabilized with stone and which drains into an approved sediment trapping device.
9. Periodic inspection and needed maintenance shall be provided after each rain.

JEFFERSON COUNTY, WEST VIRGINIA	APPROVED: March 10, 1980 COUNTY ENGINEER	STABILIZED CONSTRUCTION ENTRANCE	REVISIONS:	DETAIL No. SC -10

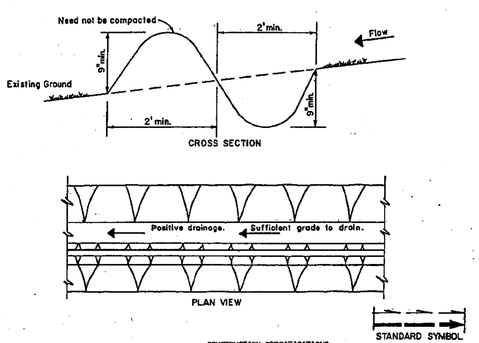


JEFFERSON COUNTY, WEST VIRGINIA	APPROVED: April 6, 1980 COUNTY ENGINEER	DITCH EROSION STOP & LINER	REVISIONS:	DETAIL No. SD -45



JEFFERSON COUNTY, WEST VIRGINIA	APPROVED: March 10, 1980 COUNTY ENGINEER	INLET PROTECTION DETAIL	REVISIONS:	DETAIL No. SC -13

PERIMETER DIKE/SWALE
not to scale

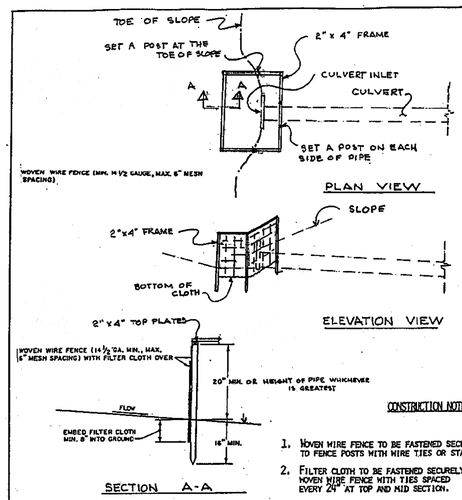


CONSTRUCTION SPECIFICATIONS

1. ALL PERIMETER DIKE/SWALE SHALL HAVE UNINTERRUPTED POSITIVE GRADE TO AN OUTLET.
2. DIVERTED RUNOFF FROM A DISTRUBED AREA SHALL BE CONVEYED TO A SEDIMENT TRAPPING DEVICE.
3. DIVERTED RUNOFF FROM AN UNDISTURBED AREA SHALL OUTLET INTO AN UNDISTURBED STABILIZED AREA AT NON-EROSION VELOCITY.
4. THE SWALE SHALL BE EXCAVATED OR SHAPED TO LINE, GRADE, AND CROSS SECTION AS REQUIRED TO MEET THE CRITERIA SPECIFIED IN THE STANDARD.
5. STABILIZATION OF THE AREA DISTURBED BY THE DIKE AND SWALE SHALL BE DONE IN ACCORDANCE WITH THE STANDARD AND SPECIFICATION FOR SEED AND STRAW MULCH, AND SHALL BE DONE WITHIN 10 DAYS.
6. PERIODIC INSPECTION AND REQUIRED MAINTENANCE MUST BE PROVIDED AFTER EACH RAIN EVENT.

Max. Drainage Area Limit: 2 Acres

JEFFERSON COUNTY, WEST VIRGINIA	APPROVED: March 10, 1980 COUNTY ENGINEER	PERIMETER DIKE/SWALE	REVISIONS:	DETAIL No. SC -23



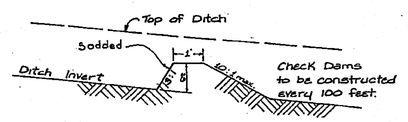
POSTS: 2" x 4"
FENCE: WOVEN WIRE, 14 Ga., 6" Max. MESH OPENING.
FILTER CLOTH: FILTER X, MIRAFI 100X, STABI-LINKA T140N OR APPROVED EQUAL.
PREFABRICATED UNIT: GEOFAB, ENVIROFENCE, OR APPROVED EQUAL.

CONSTRUCTION NOTES

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP.

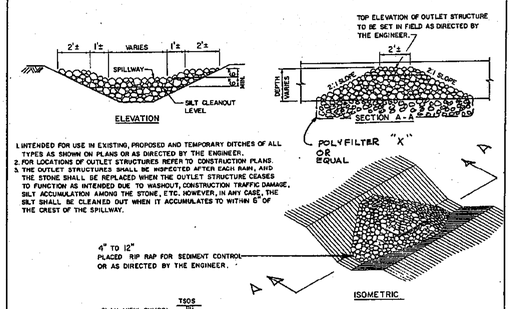
JEFFERSON COUNTY, WEST VIRGINIA	APPROVED: March 31, 1980 COUNTY ENGINEER	CULVERT INLET PROTECTION DEVICE	REVISIONS:	DETAIL No. SC -14

TYPE A



CHECK DAM DETAIL
N.T.S.

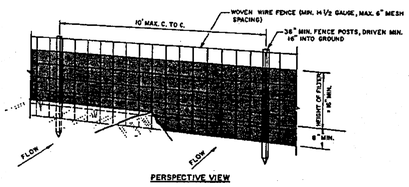
TYPE B

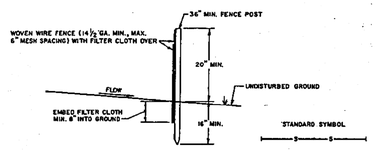


1. INTENDED FOR USE IN EXISTING, PROPOSED AND TEMPORARY DITCHES OF ALL TYPES AS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER.
2. FOR LOCATIONS OF OUTLET STRUCTURES REFER TO CONSTRUCTION PLANS.
3. THE OUTLET STRUCTURES SHALL BE INSPECTED AFTER EACH RAIN, AND THE STONE SHALL BE REPLACED WHEN THE OUTLET STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, SILT ACCUMULATION AMONG THE STONE, ETC. HOWEVER, IN ANY CASE, THE SILT SHALL BE CLEANED OUT WHEN IT ACCUMULATES TO WITHIN 6" OF THE CREST OF THE SPILLWAY.

JEFFERSON COUNTY, WEST VIRGINIA	APPROVED: March 14, 1980 COUNTY ENGINEER	CHECK DAM DETAILS	REVISIONS: 4/18/83 JR	DETAIL No. WM -31

SILT FENCE





CONSTRUCTION NOTES FOR FABRICATED SILT FENCE

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

POSTS: STEEL EITHER T OR U TYPE OR 2" HARDWOOD.
FENCE: WOVEN WIRE, 14 Ga., 6" Max. MESH OPENING.
FILTER CLOTH: FILTER X, MIRAFI 100X, STABI-LINKA T140N OR APPROVED EQUAL.
PREFABRICATED UNIT: GEOFAB, ENVIROFENCE, OR APPROVED EQUAL.

JEFFERSON COUNTY, WEST VIRGINIA	APPROVED: March 10, 1980 COUNTY ENGINEER	SILT FENCE	REVISIONS	DETAIL No. SC -11

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73 Edmond Road Burr Industrial Park, Kearneysville, WV 25430
(304) 725-7764 FAX (304) 725-7846

REVISIONS:
6/14/2006 REVISIONS TO WATERLINE
8/01/2006 REVISIONS PER CITY COMMENTS
9/15/2006 REVISIONS PER CITY COMMENTS

DESIGNED: DB III
DRAWN: SAR
CHECKED: DB
DATE: 6/12/06
SCALE: AS SHOWN

BRIAR RUN PHASE VI A,B, & C
SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
EROSION & SEDIMENT CONTROL DETAILS - 1

PROJECT NO.: 202054.04
SHEET: C-12

Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)

EROSION & SEDIMENT CONTROL NARRATIVE

The existing condition of this site is open land that falls generally from northwest to southeast. The existing vegetation is primarily field grasses and orchard. The proposed development of this site will disturb 19.15 acres, creating impervious surface at no more than 24 percent. Stormwater will be collected in a storm sewer collection system which will tie into the storm sewer collection system of Potomac Marketplace. This system outfalls into the Flowing Springs Stormwater Management North Basin which was designed to reduce sediment and optimize water quality.

SEQUENCE OF CONSTRUCTION

1. Install Construction Entrances, Silt Fencing and Culvert Inlet Protection at existing 48" CMP culvert.

2. Construct temporary sediment basin and install temporary dewatering device as shown in detail on Sheet C-12.

3. Install temporary Diversion Ditches / Dikes as shown on plan. Install ditch lining, rip rap protection and Check Dams. Divert permanent ditches into temporary diversions.

4. Sequence the utility construction such that land disturbance is minimized and construction schedule is coordinated with building construction.

5. Install storm sewer and structures from junction box out. As fill reaches inletet elevations of lower structures, apply inlet protection.

6. Construct curbing and inlets. Install inlet protection as each inlet is constructed.

7. Divert runoff to lower inlets with inlet protection. Remove sediment basin dewatering device and bring area of sediment basin up to final grade.

8. Apply seeding and mulch to denuded areas as construction is finished. Use temporary seeding measures as needed to stabilize areas which are to remain disturbed for extended periods of time.

9. Clean storm sewer of sediment deposits prior to removal of downstream sediment controls.

10. Once the site has been stabilized and is acceptable to inspectors, remove the erosion and sediment control measures.

SITE SPECIFIC SEEDING MIXTURES FOR APPALACHIAN/MOUNTAIN AREA

SEEDING RATES FOR PERMANENT VEGETATIVE COVER

	Total Lbs. Per Acre
Minimum Care Lawn	
- Commercial or Residential	200-250 lbs.
- Kentucky 31 or Turf-Type Tall Fescue	90-100%
- Improved Perennial Ryegrass *	0-10%
- Kentucky Bluegrass	0-10%
General Slope (3:1 or less)	
- Kentucky 31 Fescue	128 lbs.
- Red Top Grass	2 lbs.
- Seasonal Nurse Crop **	20 lbs.
	150 lbs.
Low-Maintenance Slope (Steeper than 3:1)	
- Kentucky 31 Fescue	108 lbs.
- Red Top Grass	2 lbs.
- Seasonal Nurse Crop **	20 lbs.
- Crownvetch ***	20 lbs.
	150 lbs.

SEEDING NOTES

1. Perennial Ryegrass will germinate faster and at lower soil temperatures than fescue, thereby providing cover and erosion resistance for seedbed.

2. Use seasonal nurse crop in accordance with seeding dates as stated below:
   February 16th through April . . . . . Annual Rye
   May 1st through August 15th . . . . . Foxtail Millet
   August 16th through October . . . . . Annual Rye
   November through February 15th . . . . . Winter Rye

3. If Flatpea is used in lieu of Crownvetch, increase rate to 30 lbs./acre. All legume seed must be properly inoculated. Weeping Lovegrass may be added to any slope or low-maintenance mix during warmer seeding periods; add 10-20 lbs./acre in mixes.

4. Include Lime at a rate of 2 tons/acre pulverized agricultural grade limestone (90 lbs./1000 Sq. Ft.)

5. Apply Fertilizer at rates listed below:
   Mixed grasses and legumes: 1000 lbs./acre 10-20-10 or equivalent nutrients (23 lbs./1000 Sq.Ft)
   Grass stands only: 1000 lbs./acre 10-20-10 or equivalent nutrients, (23 lbs./1000 Sq.Ft)

6. Apply Mulch immediately after permanent seeding, with temporary seeding and in denuded areas to protect against erosion. Use Organic Mulch of straw, wood chips, and / or shredded bark. Apply straw at a rate of 2 tons/ Acre. Apply wood chips at a rate of 4-6 tons/Acre.

7. Use Temporary Seeding chart below for areas of soil that will be exposed for 30 days or more, for stockpiles, and for temporary roadbanks, dams and dikes.

TEMPORARY SEEDING PLANT MATERIALS, SEEDING RATES, AND DATES

SPECIES	SEEDING RATE		NORTH[a]			SOUTH[b]			PLANT CHARACTERISTICS
	Acre	1000 ft^2	3/1 to 4/30	5/1 to 8/15	8/15 to 11/1	2/15 to 4/30	5/1 to 9/1	9/1 to 11/15	
OATS (Avena sativa)	3 bu. (up to 100 lbs., not less than 50 lbs.)	2 lbs.	X	-	-	X	-	-	Use spring varieties (e.g., Noble).
RYE[d] (Secale cereale)	2 bu. (up to 140 lbs., not less than 50 lbs.)	2.5 lbs.	X	-	X	X	-	X	Use for late fall seedings, winter cover. Tolerates cold and low moisture.
GERMAN MILLET (Setaria italica)	50 lbs.	approx. 1 lb.	-	X	-	-	X	-	Warm-season annual. Dies at first frost. May be added to summer mixes.
ANNUAL RYEGRASS[c] (Lolium multiflorum)	60 lbs.	1½ lbs.	X	-	X	X	-	X	May be added in mixes. Will mow out of most stands.
WEEPING LOVEGRASS (Eragrostis curvula)	15 lbs.	5/16 ozs.	-	X	-	-	X	-	Warm-season perennial. May branch. Tolerates hot, dry slopes and acid, infertile soils. May be added to mixes.
KOREAN LESPEDEZA[c] (Lespedeza stipulacea)	25 lbs.	approx. 1½ lbs.	X	X	-	X	X	-	Warm season annual legume. Tolerates acid soils. May be added to mixes.

* Northern Piedmont and Mountain region. See Plates 3.22-1 and 3.22-2.
[b] Southern Piedmont and Coastal Plain.
[c] May be used as a cover crop with spring seeding.
[d] May be used as a cover crop with fall seeding.
X May be planted between these dates.
- May not be planted between these dates.

FACILITIES MAINTENANCE

The silt fencing shall be inspected following each rainfall event and repaired or replaced as required. Special care shall be taken to re-bed fencing undercut by flow, and to extend fencing if water is found to bypass the flanks. The silt fencing shall be removed and the sediment cleaned only after completion of all site improvements and the establishment of a grass "catch" acceptable to Inspectors. No erosion and sediment control measures shall be removed until all construction is complete and grass is fully sustainable.

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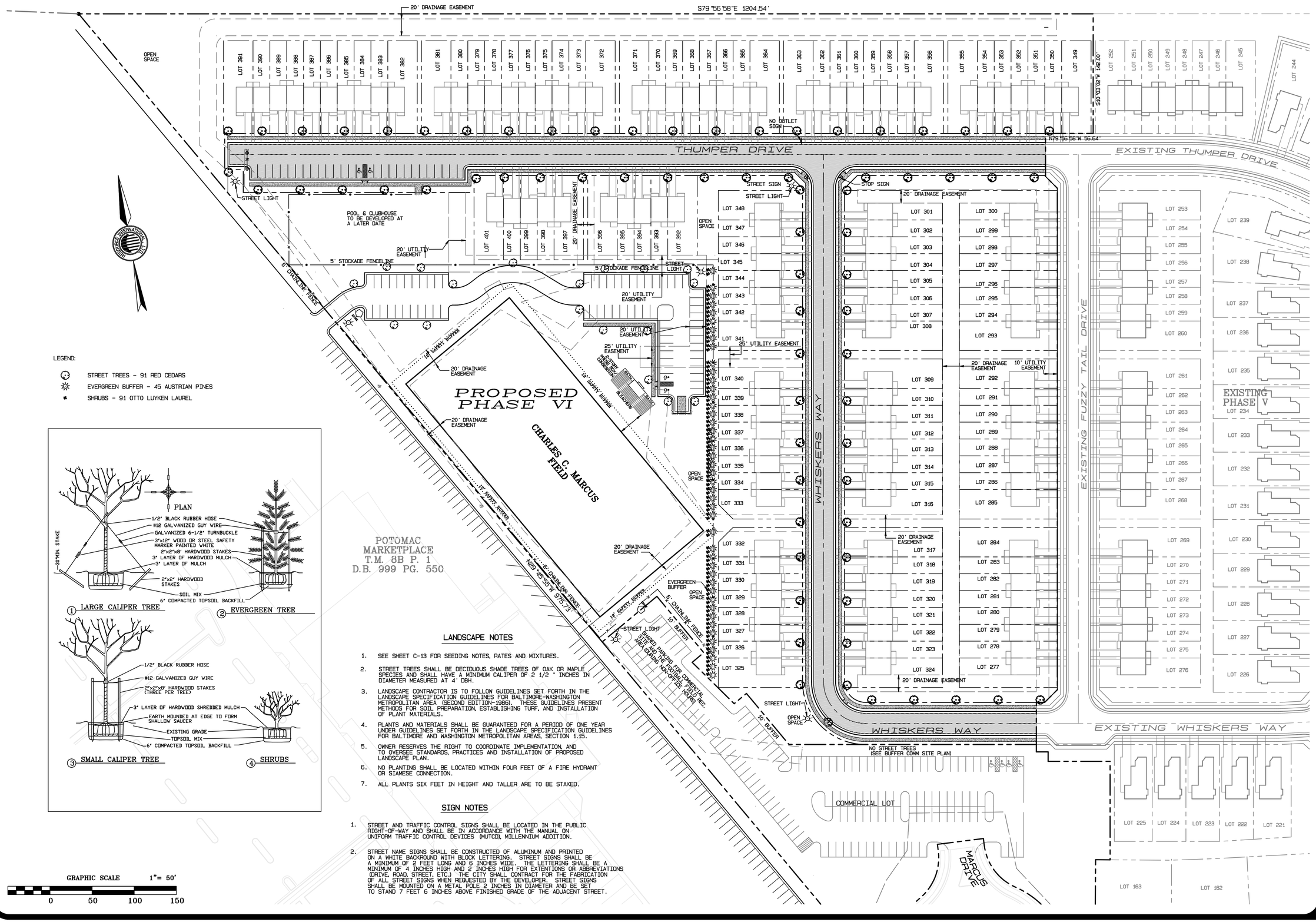
EROSION & SEDIMENT CONTROL DETAILS - 2

PROJECT NO.: 202054.04

SHEET: C-13

Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)

CHTD TAX MAP 4 PARCEL 10
McDONALD
DB 229 PG 230



LEGEND:

- STREET TREES - 91 RED CEDARS
- EVERGREEN BUFFER - 45 AUSTRIAN PINES
- SHRUBS - 91 OTTO LUYKEN LAUREL

LANDSCAPE NOTES

1. SEE SHEET C-13 FOR SEEDING NOTES, RATES AND MIXTURES.
2. STREET TREES SHALL BE DECIDUOUS SHADE TREES OF OAK OR MAPLE SPECIES AND SHALL HAVE A MINIMUM CALIPER OF 2 1/2 " INCHES IN DIAMETER MEASURED AT 4' DBH.
3. LANDSCAPE CONTRACTOR IS TO FOLLOW GUIDELINES SET FORTH IN THE LANDSCAPE SPECIFICATION GUIDELINES FOR BALTIMORE-WASHINGTON METROPOLITAN AREA (SECOND EDITION-1986). THESE GUIDELINES PRESENT METHODS FOR SOIL PREPARATION, ESTABLISHING TURF, AND INSTALLATION OF PLANT MATERIALS.
4. PLANTS AND MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR UNDER GUIDELINES SET FORTH IN THE LANDSCAPE SPECIFICATION GUIDELINES FOR BALTIMORE AND WASHINGTON METROPOLITAN AREAS, SECTION 1.15.
5. OWNER RESERVES THE RIGHT TO COORDINATE IMPLEMENTATION, AND TO OVERSEE STANDARDS, PRACTICES AND INSTALLATION OF PROPOSED LANDSCAPE PLAN.
6. NO PLANTING SHALL BE LOCATED WITHIN FOUR FEET OF A FIRE HYDRANT OR SIAMESE CONNECTION.
7. ALL PLANTS SIX FEET IN HEIGHT AND TALLER ARE TO BE STAKED.

SIGN NOTES

1. STREET AND TRAFFIC CONTROL SIGNS SHALL BE LOCATED IN THE PUBLIC RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), MILLENNIUM ADDITION.
2. STREET NAME SIGNS SHALL BE CONSTRUCTED OF ALUMINUM AND PRINTED ON A WHITE BACKROUND WITH BLOCK LETTERING. STREET SIGNS SHALL BE A MINIMUM OF 2 FEET LONG AND 6 INCHES WIDE. THE LETTERING SHALL BE A MINIMUM OF 4 INCHES HIGH AND 2 INCHES HIGH FOR EXTENTIONS OR ABBREVIATIONS (DRIVE, ROAD, STREET, ETC.) THE CITY SHALL CONTRACT FOR THE FABRICATION OF ALL STREET SIGNS WHEN REQUESTED BY THE DEVELOPER. STREET SIGNS SHALL BE MOUNTED ON A METAL POLE 2 INCHES IN DIAMETER AND BE SET TO STAND 7 FEET 6 INCHES ABOVE FINISHED GRADE OF THE ADJACENT STREET.

GRAPHIC SCALE 1"= 50'
0 50 100 150

RESOURCE INTERNATIONAL, LTD.
ENGINEERS SCIENTISTS SURVEYORS PLANNERS
73 Edmond Road Burr Industrial Park, Kearneysville, WV 25430
(304) 725-7764 FAX (304) 725-7846

REVISIONS:
6/14/2006 REVISIONS TO WATERLINE
8/01/2006 REVISIONS PER CITY COMMENTS
9/15/2006 REVISIONS PER CITY COMMENTS

DESIGNED: DB III
DRAWN: SAR
CHECKED: DB
DATE: 6/12/06
SCALE: AS SHOWN

BRIAR RUN PHASE VI A,B, & C
SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
LANDSCAPE AND SIGNAGE PLAN

PROJECT NO.: 202054.04

SHEET: C-14

Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)

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ENGINEERS SCIENTISTS SURVEYORS PLANNERS
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CHECKED: DB
DATE: 6/12/06
SCALE: AS SHOWN

BRIAR RUN PHASE VI A,B, & C
SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
FOOTBALL FIELD LAYOUT & AMENITIES

PROJECT NO.:
202054.04

SHEET:
C–15

Attachment: 2016_0612_PhaseIV_Construction (1225 : Briar Run Development Agreement)

MARCUS ENTERPRISES

BRIAR RUN PHASE VI–A,B, & C CONSTRUCTION PLANS

CITY OF RANSON

JEFF NTY, WEST VIRGINIA

NOTE: AS-BUILT PREPARED BY GORDON. AS-BUILT INFORMATION INDICATED BY RED TEXT.

AS-BUILT

OCTOBER 6, 2017

INFORMATION ADDED

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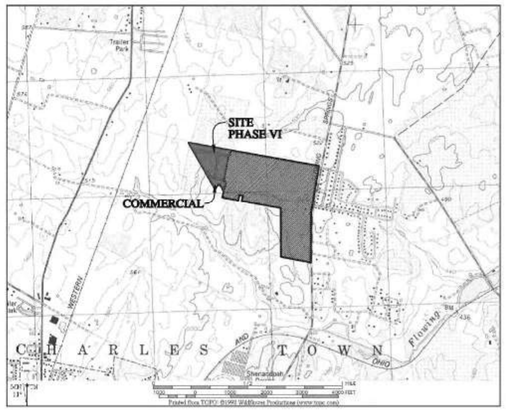
301 N. Mildred Street, Suite 1
Charles Town, WV 25414
Phone: 304-725-8456
www.gordon.us.com

PROGRAMMING AND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEY AND MAPPING
SECURITY CONSULTING

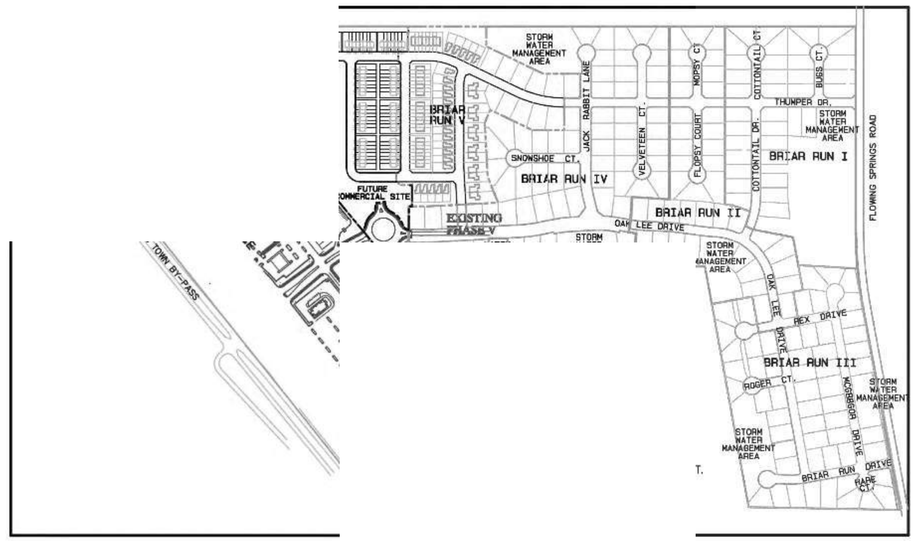
RYAN P. PERRY REGISTERED 17061 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER 10/6/17

AS-BUILT SHEET 1 OF 5

RESOURCE INTERNATIONAL, LTD.
ENGINEERS ○ SCIENTISTS ○ SURVEYORS ○ PLANNERS
73 Edmond Road Burr Industrial Park ○ ASHLAND, VA 23005
(304) 725-7764 FAX (304) 725-7846



VICINITY MAP
SCALE: 1" = 2000'



GENERAL SUBDIVISION INFORMATION

1) MINIMUM BUILDING SETBACKS:
RESIDENTIAL:
FRONT: 5 FEET (APARTMENT BUDILINGS)
20' (TOWNHOUSES, 5' FRONT SETBACK FOR GARAGES)
REAR: 20 FEET
CORNER: 10'
SIDE: *0 FEET (*see note)

*A MINIMUM OF 10 FEET SEPARATION IS REQUIRED BETWEEN SINGLE FAMILEY DWELLINGS AND TOWNHOUSE BLOCKS

2) F.E.M.A. MAP REF # 540065-0035C, ZONE
C-AREA OF MINIMAL FLOODING, EFFECTIVE AUGUST 3,1993.

EROSION CONTROL LEGEND

KEY	TITLE	SYMBOL
CE	CONSTRUCTION ENTRANCE	
SF	SILT FENCE	
IP	INLET PROTECTION	IP
CD	ROCK CHECK DAM	
CIP	CULVERT INLET PROTECTION	CIP
CIP	CULVERT INLET PROTECTION	CIP
DV	DIVERSION DITCH	
DD	DIVERSION DIKE	

SUBDIVISION: 17.86 ACRES

TOTAL LIMITS OF CLEARING DISTURBANCE: 17.86 ACRES
TOTAL AREA FOR PROPOSED RESIDENTIAL SUBDIVISION: 16.12 ACRES
TOTAL AREA FOR PHASE VI-A: 1.57 ACRES
TOTAL AREA FOR PHASE VI-B: 11.16 ACRES
TOTAL AREA FOR PHASE VI-C: 3.39 ACRES
TOTAL AREA FOR PROPOSED RIGHT OF WAY: 2.50 ACRES
TOTAL AREA FOR PROPOSED RESIDENTIAL LOTS: 5.53 ACRES
TOTAL AREA FOR MULTIFAMILY: 2.57
REQUIRED OPEN SPACE: 2.5*20% = 0.50 ACRES
PROVIDED OPEN SPACE EXCLUDING
FOOTBALL FIELD, SWM, AND PARKING AREA: 2.62 ACRES (47%)
TOTAL NUMBER OF TOWNHOUSE LOTS: 91
TOTAL NUMBER OF UNITS: 60
TOTAL NUMBER OF COMMERCIAL LOTS: 1
*COMMERCIAL CONSTRUCTION DWGS. SUBMITTED SEPARATELY

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY UTILITY RELOCATIONS REQUIRED TO CONSTRUCT THIS PROJECT. PROPERTY LINE INFORMATION COMPILED FROM PLAT BY RESOURCE INTERNATIONAL,LTD. DATED 1-21-2002. TOPOGRAPHIC INFORMATION OBTAINED FROM FIELD SURVEY BY RESOURCE INTERNATIONAL, LTD. FEMA MAP NO.540065 0035C, DATED 8-2-1993, ZONE C - AREA OF MINIMAL FLOODING.

THE RANSON PLANNING COMMISSION APPROVES THIS IMPROVEMENT PLAN ON THIS DATE _____ WITH THE FOLLOWING CONDITIONS:

1) _____
2) _____
3) _____

_____ Planning Commission President Signature _____ Date

THE OWNER OF THIS PROPERTY HEREBY AFFIRMS THAT THESE PLANS MEET THE REQUIREMENTS OF RANSON ZONING AND SUBDIVISION ORDINANCES AND THE ABOVE CONDITIONS OF APPROVAL SET FORTH BY THE RANSON PLANNING COMMISSION.

_____ Owner's Signature _____ Date

DRAWING INDEX

G-1 TITLE SHEET
~~G-2 GENERAL NOTES~~
~~G-1A PHASING LAYOUT~~
~~G-1 SITE LAYOUT~~
C-2 UTILITY PLAN
~~G-3 GRADING PLAN~~
~~G-4 HYDROLOGY AND EROSION & SEDIMENT CONTROL PLAN~~
C-5 ROAD PROFILES
C-6 STORM SEWER PROFILES
C-7 SANITARY SEWER PROFILES
~~G-8 WATERLINE PROFILES (SHEET REMOVED PER NEW DESIGN)~~
~~G-9 HYDROLOGY CALCULATIONS~~
~~G-10 UTILITY NOTES AND DETAILS - 1~~
~~G-11 UTILITY NOTES AND DETAILS - 2~~
~~G-11A UTILITY NOTES AND DETAILS - 3~~
~~G-11B UTILITY NOTES AND DETAILS - 4~~
~~G-11C UTILITY NOTES AND DETAILS - 5~~
~~G-12 EROSION & SEDIMENT CONTROL NOTES AND DETAILS - 1~~
~~G-13 EROSION & SEDIMENT CONTROL NOTES AND DETAILS - 2~~
~~G-14 LANDSCAPING AND SIGNAGE PLAN~~

COMMUNICATION INFORMATION

DEVELOPER: MARCUS ENTREPRISES
741 EAST WASHINGTON STREET
CHARLES TOWN, WEST VIRGINIA 25414
PHONE: 304-725-9233
CONTACT: RON MARCUS
EMAIL: RMARCUS@MARCUSENTERPRISES.COM

OWNER: THOM FAIR, LLC.
175 JOHN C THOMAS WAY
CHARLES TOWN WV 25414
CONTACT: JOHN THOMAS
EMAIL: JTHOMAS@JEFFERSONASPHALT.NET

CIVIL ENGINEER: 9560 KINGS CHARTER DRIVE
P.O.BOX 6160
ASHLAND VA 23005
PHONE: 804-550-9200
CONTACT: SCOTT COURTNEY, PE
EMAIL: SCOURTNEY@RESOURCEINTL.COM

LEGEND

EXISTING		PROPOSED
	PROPERTY LINE	
	RIGHT-OF-WAY	
	EDGE OF PAVEMENT	
	ROAD CENTERLINE	
	DITCH/DRAINAGE CHANNEL	
S	SANITARY SEWER	S
	SANITARY MANHOLE	
	SANITARY SEWER DESIGNATION	1
SS	STORM SEWER	
	DROP INLET	
	STORM SEWER DESIGNATION	1
W	WATERLINE	W
	FIRE HYDRANT	
E	ELECTRIC LINE	E
	TREELINE	
	BUFFER	
	CURB AND GUTTER	
	EDGE OF SHOULDER	
	CLEARING LIMITS	
110	CONTOUR	110
X 110.00	SPOT ELEVATION	+ 110.00
	SLOPE EASEMENT	
	SETBACK/EASEMENT	
½	TRAFFIC FLOW DIRECTION	½
	SIGN	
	CULVERT	
	GUARDRAIL	
	FLOODPLAIN	
	LIMITS OF WETLANDS	
RPA	RESOURCE PROTECTION AREA (RPA)	
RMA	RESOURCE MANAGEMENT AREA (RMA)	
	SOILS BOUNDARY LINE	
26D	SOILS DESIGNATION	

NOTE: SOME LINETYPES AND SYMBOLS SHOWN ON THIS LEGEND MAY NOT BE USED ON THIS PROJECT.

REVISIONS:
6/14/2006 REVISIONS TO WATERLINE
9/12/2006 REVISIONS PER CITY COMMENTS
9/12/2006 REVISIONS PER CITY COMMENTS
7/26/2007 REVISIONS PER CLEAN'S REQUEST
7/26/2007 REVISIONS PER CITY COMMENTS
7-26-2007 APPROVED BY CITY OF RANSON
3-15-2013 REVISED PER CITY OF RANSON

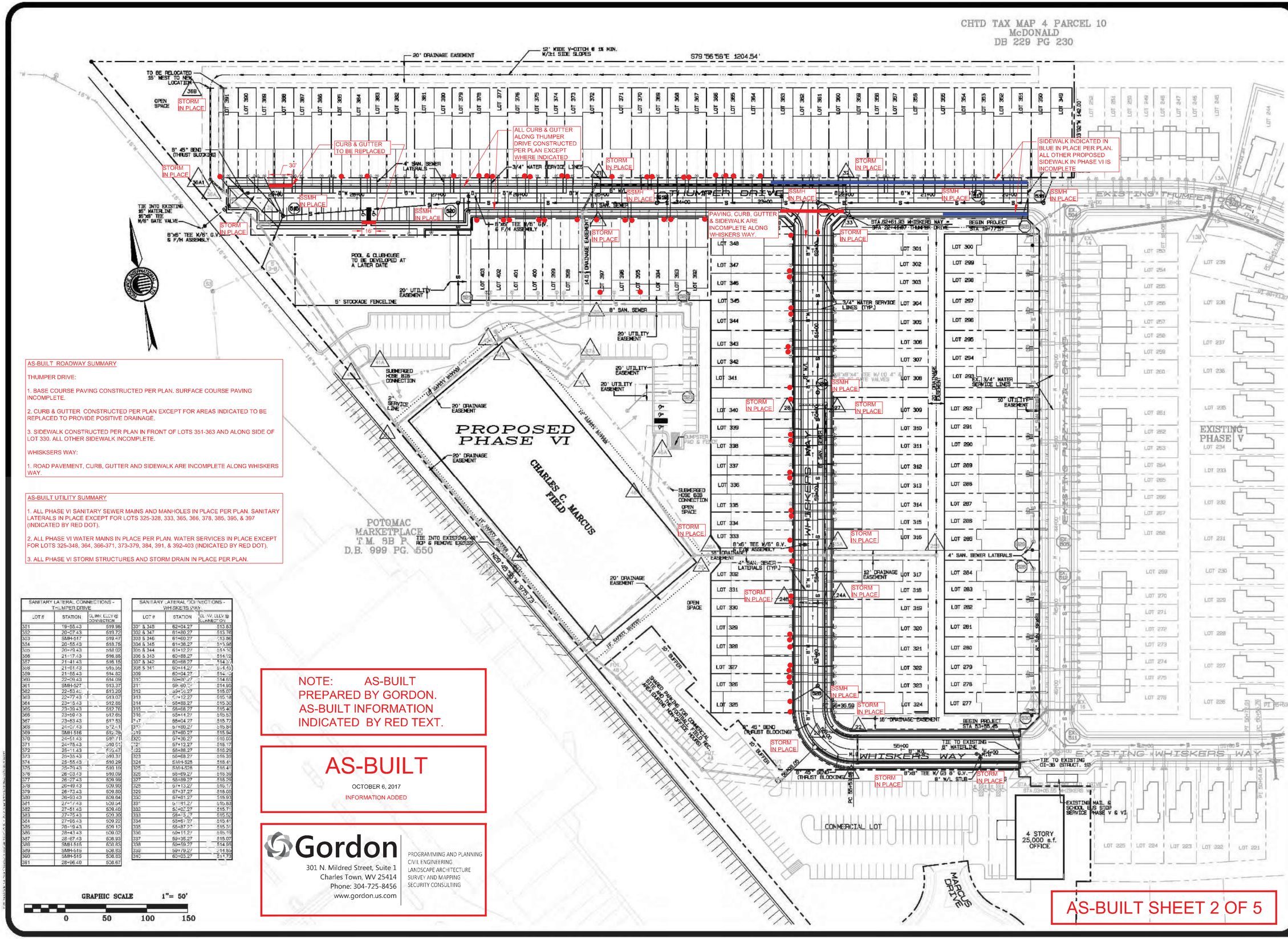
DESIGNED: DB III
DRAWN: SAR
CHECKED: DB
DATE: 6-12-2006

BRIAR RUN PHASE VI A,B,& C SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
TITLE SHEET

PROJECT NO.: 202054.04
SHEET: G-1

3/18/2013 1:55:55PM
H:\202054.04 Briar Run Apartments\phase 6 with apartments\PH6-TITLE.pro

Attachment: 2017-10-06-3271-0101-Briar Run Phase VI As-built Plan (1225 : Briar Run Development Agreement)



AS-BUILT ROADWAY SUMMARY

THUMPER DRIVE:

1. BASE COURSE PAVING CONSTRUCTED PER PLAN. SURFACE COURSE PAVING INCOMPLETE.

2. CURB & GUTTER CONSTRUCTED PER PLAN EXCEPT FOR AREAS INDICATED TO BE REPLACED TO PROVIDE POSITIVE DRAINAGE.

3. SIDEWALK CONSTRUCTED PER PLAN IN FRONT OF LOTS 351-363 AND ALONG SIDE OF LOT 330. ALL OTHER SIDEWALK INCOMPLETE.

WHISKSERS WAY:

1. ROAD PAVEMENT, CURB, GUTTER AND SIDEWALK ARE INCOMPLETE ALONG WHISKERS WAY.

AS-BUILT UTILITY SUMMARY

1. ALL PHASE VI SANITARY SEWER MAINS AND MANHOLES IN PLACE PER PLAN. SANITARY LATERALS IN PLACE EXCEPT FOR LOTS 325-328, 333, 365, 366, 378, 385, 395, & 397 (INDICATED BY RED DOT).

2. ALL PHASE VI WATER MAINS IN PLACE PER PLAN. WATER SERVICES IN PLACE EXCEPT FOR LOTS 325-348, 364, 366-371, 373-379, 384, 391, & 392-403 (INDICATED BY RED DOT).

3. ALL PHASE VI STORM STRUCTURES AND STORM DRAIN IN PLACE PER PLAN.

SANITARY LATERAL CONNECTIONS - THUMPER DRIVE

LOT #	STATION	GLNV. EDV @ CONNECTION
351	19+55.43	519.96
352	20+27.43	519.72
353	SMH-517	519.47
354	20+55.43	518.75
355	20+79.43	518.02
356	21+17.43	516.88
357	21+41.43	516.15
358	21+61.43	515.55
359	21+85.43	514.82
360	22+09.43	514.09
361	SMH-527	513.37
362	22+53.43	513.20
363	22+77.43	513.07
364	23+13.43	512.88
365	23+39.43	512.78
366	23+59.43	512.65
367	23+83.43	512.53
368	24+07.43	512.41
369	SMH-516	512.29
370	24+51.43	510.71
371	24+75.43	510.57
372	25+11.43	510.47
373	25+35.43	510.37
374	25+55.43	510.29
375	25+79.43	510.19
376	26+03.43	510.09
377	26+27.43	509.99
378	26+49.43	509.90
379	26+73.43	509.80
380	26+93.43	509.64
381	27+17.43	509.54
382	27+51.43	509.40
383	27+75.43	509.30
384	27+95.43	509.22
385	28+19.43	509.12
386	28+43.43	509.02
387	28+67.43	508.93
388	SMH-515	508.83
389	SMH-518	508.83
390	SMH-515	508.83
391	29+96.40	508.57

SANITARY LATERAL CONNECTIONS - WHISKERS WAY

LOT #	STATION	G.W. ELEV @ CONNECTION
307 & 345	62+04.27	513.63
308 & 347	61+80.27	513.76
303 & 346	61+60.27	513.86
304 & 345	61+36.27	513.98
306 & 344	61+12.27	514.10
305 & 343	60+88.27	514.22
307 & 342	60+68.27	514.32
308 & 341	60+44.27	514.45
309	60+04.27	514.65
310	59+80.27	514.65
311	59+60.27	514.95
312	59+36.27	515.07
313	59+12.27	515.18
314	58+88.27	515.30
315	58+68.27	515.40
316	58+44.27	515.52
317	58+04.27	515.72
318	57+80.27	515.84
319	57+60.27	515.94
320	57+36.27	516.00
321	57+12.27	516.17
322	56+88.27	516.29
323	56+68.27	516.39
324	SMH-528	516.41
325	SMH-528	516.41
326	56+69.27	516.39
327	56+89.27	516.29
328	57+13.27	516.17
329	57+37.27	516.05
330	57+61.27	515.93
331	57+81.27	515.83
332	58+05.27	515.71
333	58+33.27	515.50
334	58+61.27	515.41
335	58+87.27	515.31
336	59+11.27	515.19
337	59+35.27	515.07
338	59+59.27	514.95
339	59+79.27	514.89
340	60+03.27	514.73

NOTE: AS-BUILT PREPARED BY GORDON. AS-BUILT INFORMATION INDICATED BY RED TEXT.

AS-BUILT

OCTOBER 6, 2017

INFORMATION ADDED

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AS-BUILT SHEET 2 OF 5

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DESIGNED: DB III
DRAWN: SAR
CHECKED: DB
DATE: 6/12/06
SCALE: AS SHOWN

BRIAR RUN PHASE VI A,B, & C
SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
UTILITY PLAN

PROJECT NO.: 202054.04

SHEET: C-2

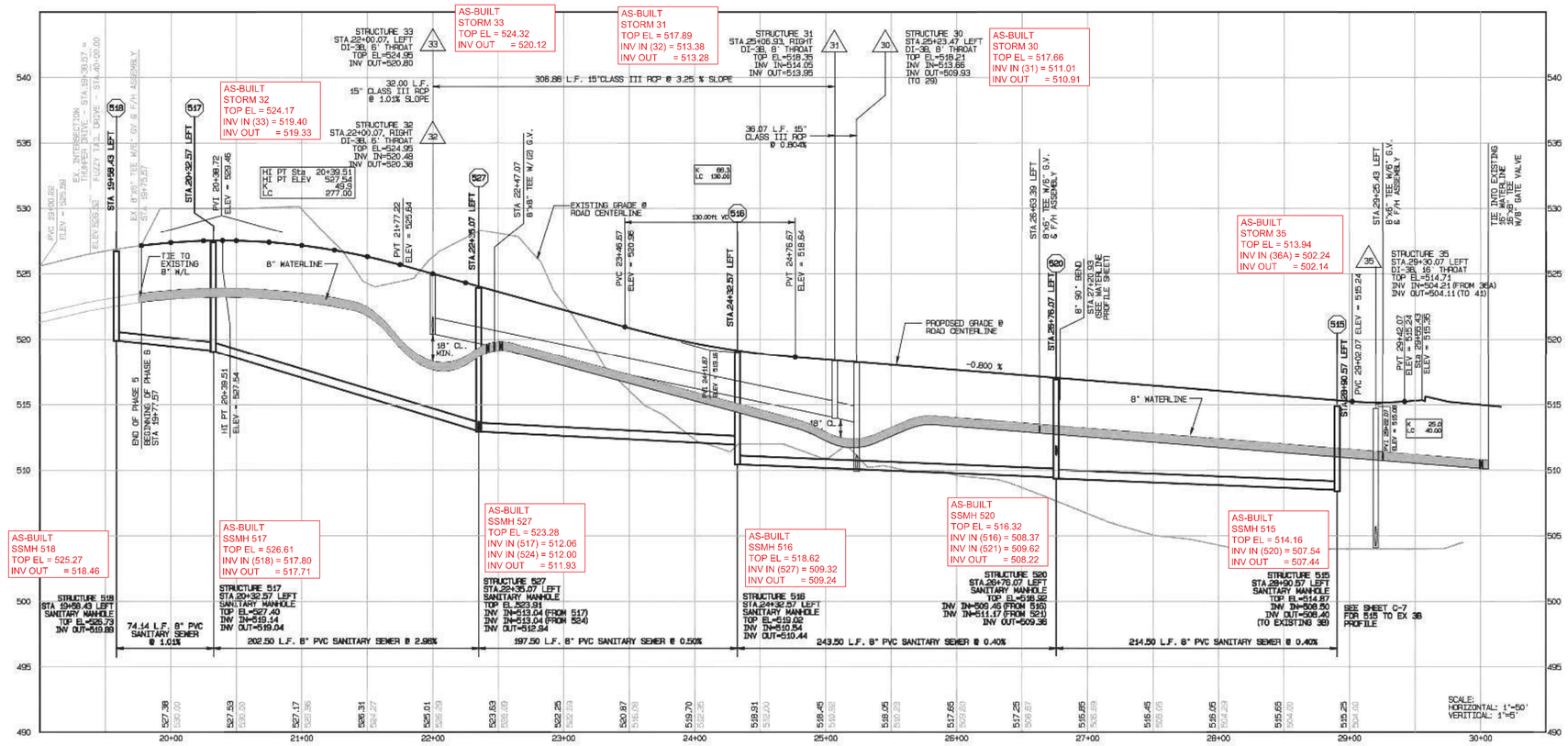
Attachment: 2017-10-06-3271-0101-Briar Run Phase VI As-built Plan (1225 : Briar Run Development Agreement)

NOTE: AS-BUILT PREPARED BY GORDON. AS-BUILT INFORMATION INDICATED BY RED TEXT.

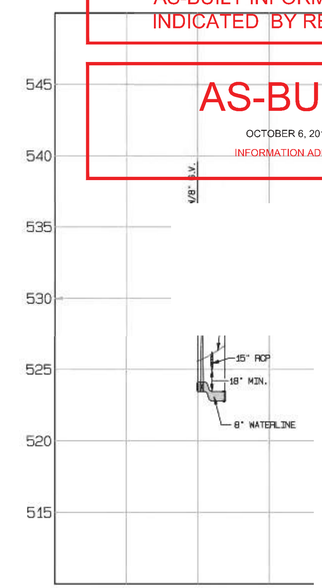
AS-BUILT

OCTOBER 6, 2017

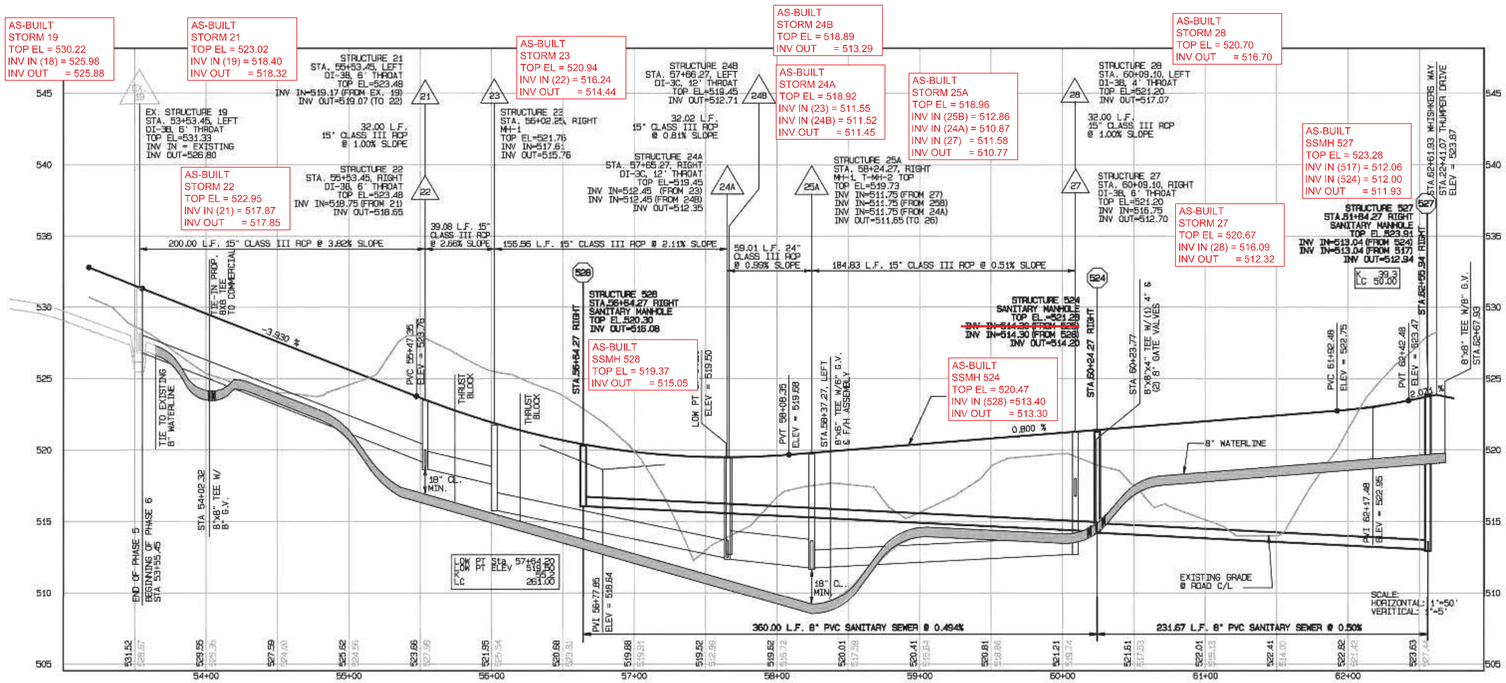
INFORMATION ADDED



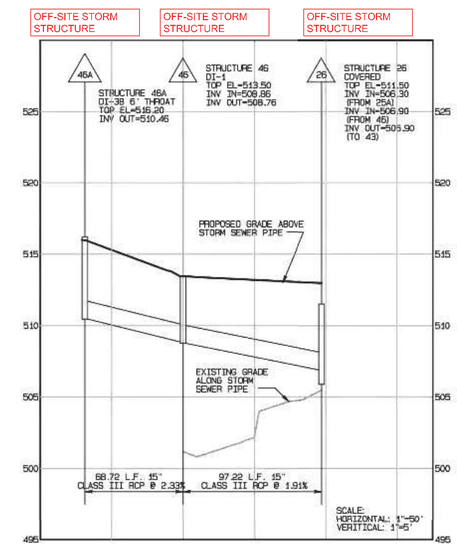
THUMPER DRIVE PROFILE



COMMERCIAL WATER STUE



WHISKERS WAY PROFILE



STORM SEWER PROFILE
STRUCTURES 46A TO 26

AS-BUILT SHEET 3 OF 5

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4/25/2007 REVISIONS PER CIT
7/20/2007 REVISIONS FINISHED
7/25/2007 REVISIONS PER CIT

DESIGNED: DB III
DRAWN: SAR
CHECKED: DB
DATE: 6-12-06

BRIAR RUN PHASE VI A,B,& C SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
ROAD PROFILES

PROJECT NO.: 202054.04
SHEET: C-5

3/14/2013 10:58:44AM
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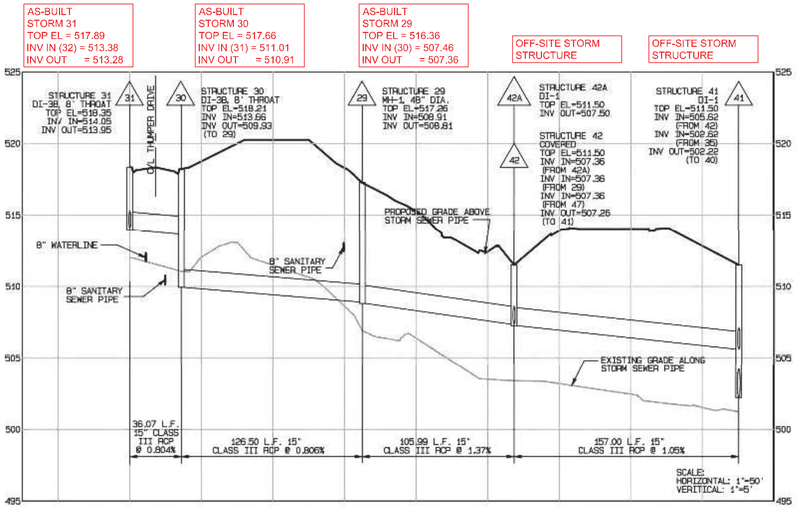
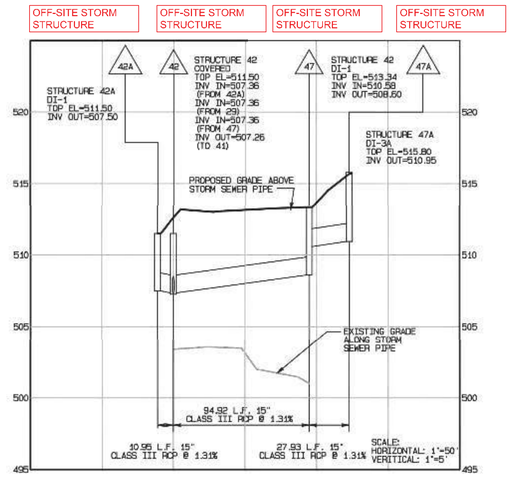
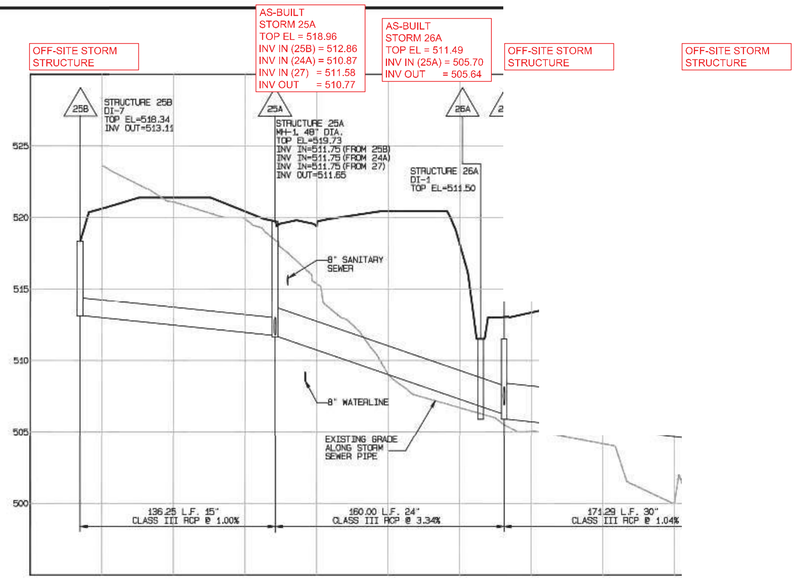
Attachment: 2017-10-06-3271-0101-Briar Run Phase VI As-built Plan (1225 : Briar Run Development Agreement)



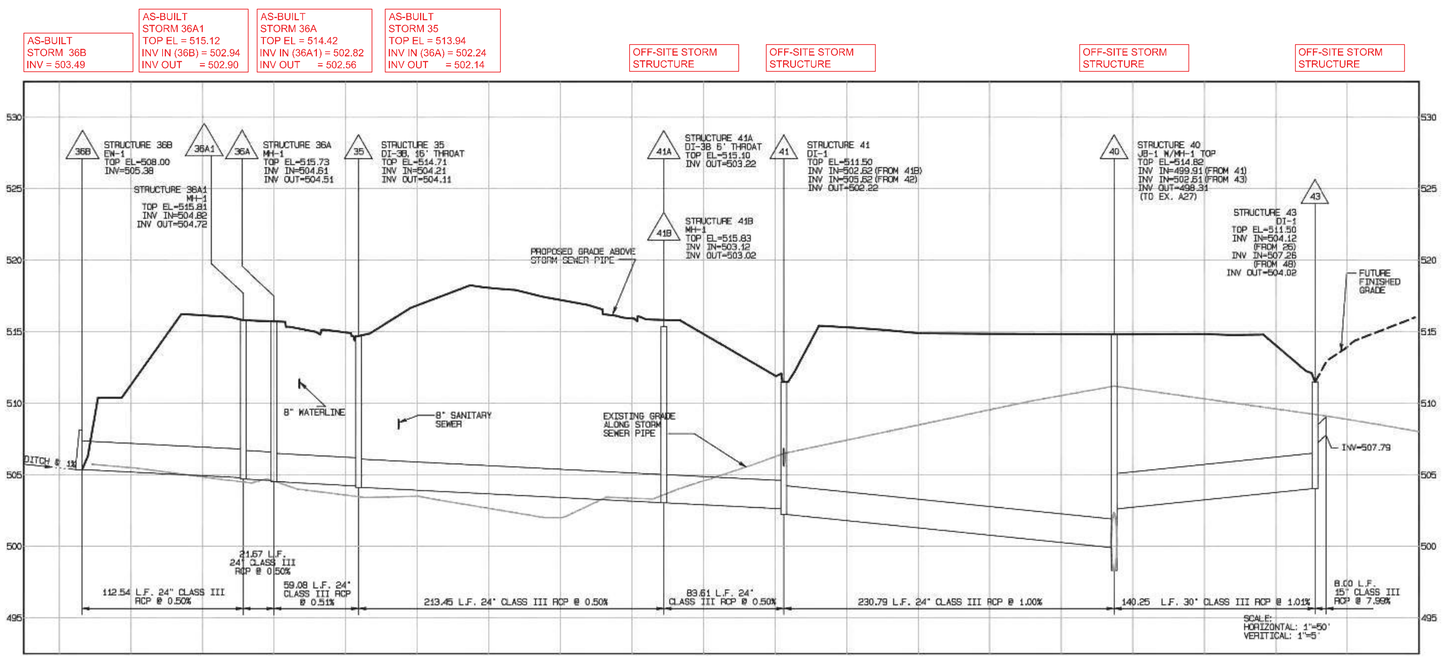
STORM SEWER PROFILE
STRUCTURES 31 TO 41



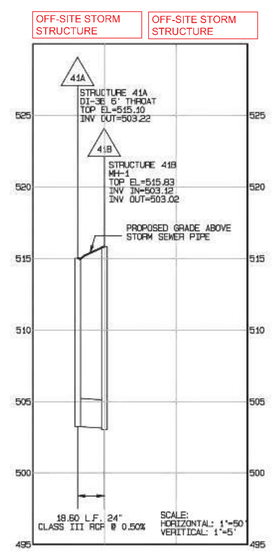
STORM SEWER PROFILE
STRUCTURES 42A TO 42 & 47A TO 42



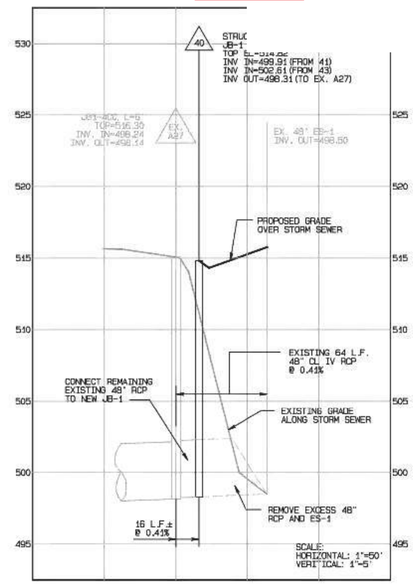
STORM SEWER PROFILE
STRUCTURES 25B TO 43



STORM SEWER PROFILE
STRUCTURES 36B TO 40 & 43 TO 40



STORM SEWER PROFILE
STRUCTURES 41A TO 41B



STORM SEWER PROFILE
STRUCTURES 40 TO EX. A27

NOTE: AS-BUILT PREPARED BY GORDON. AS-BUILT INFORMATION INDICATED BY RED TEXT.

AS-BUILT

OCTOBER 6, 2017

INFORMATION ADDED

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AS-BUILT SHEET 4 OF 5

RESOURCE INTERNATIONAL, LTD.
ENGINEERS ◦ SCIENTISTS ◦ SURVEYORS ◦ PLANNERS
BURND ROAD ◦ BURR INDUSTRIAL PARK ◦ KEARNEYSVILLE, WV 25430
(304) 725-7764 FAX (304) 725-7846

REVISIONS:

6/14/2006	REVISIONS TO WATE
8/01/2006	REVISIONS PER CIT
9/15/2006	REVISIONS PER CIT
4/25/2007	REVISIONS PER CIT
7/25/2007	REVISIONS FINISHED
7/25/2007	REVISIONS PER CIT

DESIGNED: DB III
DRAWN: SAR
CHECKED: DB
DATE: 6-12-06

BRIAR RUN PHASE VI A,B,& C SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
STORM SEWER PROFILES

PROJECT NO.: 202054.04
SHEET: C-6

3/14/2013 10:59:05AM
C:\Briar Run Phase VIB Revised\Condos Plan\CONSTRUCTION DRAWINGS\2013-3-12 BRUN-RES-070723.pro

Attachment: 2017-10-06-3271-0101-Briar Run Phase VI As-built Plan (1225 : Briar Run Development Agreement)

NOTE: AS-BUILT
PREPARED BY GORDON.
AS-BUILT INFORMATION
INDICATED BY RED TEXT.

AS-BUILT

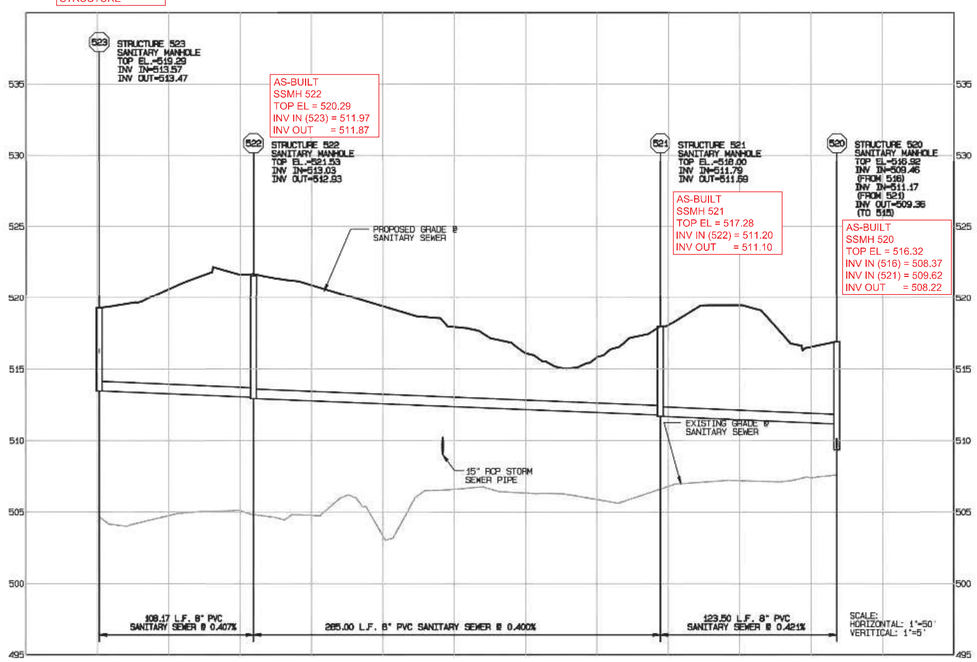
OCTOBER 6, 2017

INFORMATION ADDED

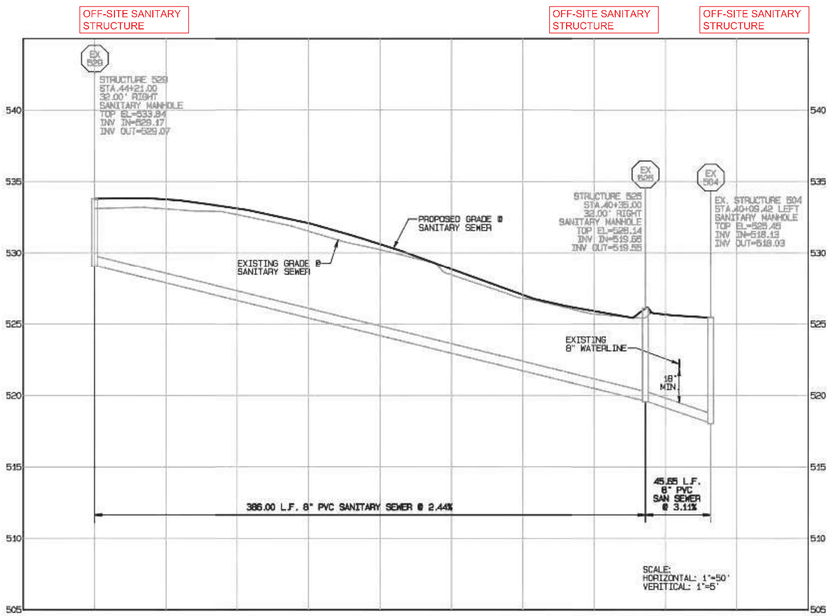
Gordon
301 N. Mildred Street, Suite 1
Charles Town, WV 25414
Phone: 304-725-8456
www.gordon.us.com

PROGRAMMING AND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEY AND MAPPING
SECURITY CONSULTING

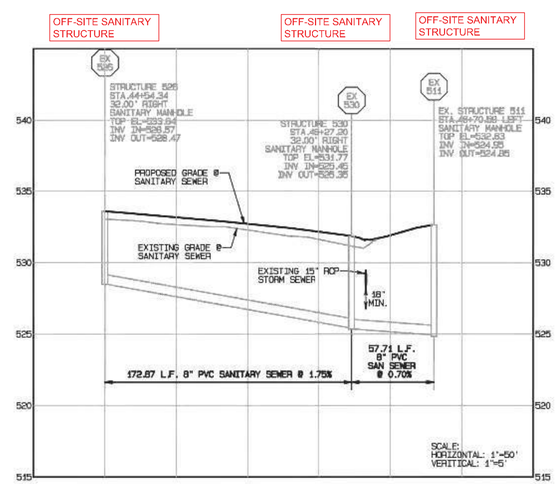
AS-BUILT SHEET 5 OF 5



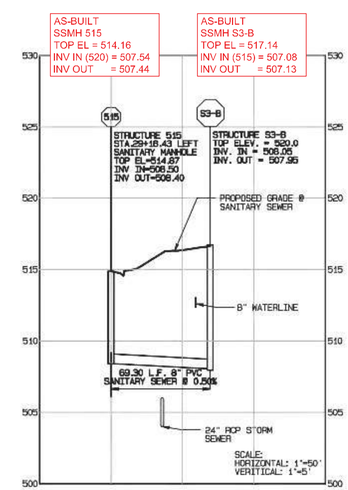
SANITARY SEWER PROFILE
STRUCTURES 523 TO 520



SANITARY SEWER PROFILE
STRUCTURES 529 TO EX. 504



SANITARY SEWER PROFILE
STRUCTURES 526 TO EX. 511



SANITARY SEWER PROFILE
STRUCTURES 515 TO S3-B

RESOURCE INTERNATIONAL, LTD.
ENGINEERS ○ SCIENTISTS ○ SURVEYORS ○ PLANNERS
73 EDMOND ROAD ○ BURR INDUSTRIAL PARK ○ KEARNEYSVILLE, WV 25430
(304) 725-7764 FAX (304) 725-7846

REVISIONS:
6/14/2006 REVISIONS TO WATERLINE
8/01/2006 REVISIONS PER CITY COMMENTS
9/15/2006 REVISIONS PER CLIENT REQUEST
7/20/2007 REVISIONS FINISHED FLOOR ELEVATIONS
7/25/2007 REVISIONS PER CITY COMMENTS

DESIGNED: DB III
DRAWN: SAR
CHECKED: DB
DATE: 6-12-06

BRIAR RUN PHASE VI A,B,& C
SUBDIVISION
CONSTRUCTION DRAWINGS
MARCUS ENTERPRISES
CITY OF RANSON, WEST VIRGINIA
SANITARY SEWER PROFILES

PROJECT NO.:
202054.04
SHEET:
C-7

3/14/2013 10:59:24AM
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Attachment: 2017-10-06-3271-0101-Briar Run Phase VI As-built Plan (1225 : Briar Run Development Agreement)

City of Ranson, West Virginia
Department of Engineering
Construction Bond - Estimate

Date Submitted: 10/16/17 revised File No. :

Engineer/Consultant's Name & Seal: Ryan P. Perks, PE (for GORDON)

Project/Subdivision Name: Briar Run

Section/Description: Phase 6, Section B & C (Lots 301-348 and 364-403)

Bond Amount Approved: $_____ $ 715,973.90

By: _____ **Date:** _____

Official Use, Do Not Write In This Box

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
2.1	**Erosion & Sediment Control**				
1	Stabilized Construction Entrance	EA	$ 2,250.00	1	$ 2,250.00
2	Silt Fence - Standard	LF	$ 5.00	1000	$ 5,000.00
3	Silt Fence - Super	LF	$ 20.00		$ -
4	Earth Dike Construction	LF	$ 20.00		$ -
5	Inlet Protection Device	EA	$ 180.00	15	$ 2,700.00
6	Outlet Protection Device	EA	$ 300.00	1	$ 300.00
7	Stone Check Dams	EA	$ 190.00		$ -
8	Sediment Trap Excavation	CY	$ 13.00		$ -
9	Sediment Basin/Pond	EA	$ 3,650.00		$ -
10	Rip-Rap Apron/Plunge Pool	CY	$ 50.00		$ -
11	Grass Waterway/Drainage Swale	LF	$ 15.00		$ -
12	Diverson Ditch	LF	$ 2.50		$ -
13	Seeding with Straw Mulch - Temporary	SF	$ 0.15	10000	$ 1,500.00
14	Seeding with Straw Mulch - Permanent	SF	$ 0.20	10000	$ 2,000.00
15	Jute Matting	LF	$ 3.00		$ -
16	Sod	SF	$ 0.95		$ -
17	Soil Stabilizing Matt/Jute Matt	SF	$ 2.50		$ -
18	Geotextile Fabric	SF	$ 5.00		$ -
19	Vertical Dewatering Device	LS	$ 1,000.00		$ -
20	Tree Protection	EA	$ 125.00		$ -
21	Temporary Utility Line Stream Crossing/Diversion	EA	$ 1,250.00		$ -

Attachment: 10-16-17 BR Ph VIBC Bond Estimate - Rev 3 (1225 : Briar Run Development Agreement)

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
2.2	**Site Preparation & Demolition**				
1	Clearing & Grubbing - Light Cover	ACRE	$ 6,500.00		$ -
2	Clearing & Grubbing - Moderate Cover	ACRE	$ 9,800.00		$ -
3	Clearing & Grubbing - Heavy Cover	ACRE	$ 15,000.00		$ -
4	Clearing & Grubbing - Very Heavy Cover	ACRE	$ 17,000.00		$ -
5	Removal of Asphalt Pavement	SY	$ 7.00		$ -
6	Removal of Fencing	LF	$ 5.50		$ -
7	Removal of Power Pole	EA	$ 7,650.00		$ -
8	Removal of Buildings (Provide Cost Estimate)	EA			$ -
2.3	**Earthwork**				
1	Strip Topsoil	CY	$ 6.00		$ -
2	Common Excavation	CY	$ 10.00		$ -
3	Trench Excavation	CY	$ 10.00		$ -
4	Borrow Material - On Site	CY	$ 6.00		$ -
5	Borrow Material - Imported from Off Site	CY	$ 15.00		$ -
6	Rock Excavation	CY	$ 55.00		$ -
7	Rock Excavation - Trench	CY	$ 75.00		$ -
8	Replace Topsoil	CY	$ 6.00	500	$ 3,000.00
9	Ditchlines	LF	$ 5.00	1200	$ 6,000.00
2.4	**Paved Surface Construction**				
1	4" Thick Aggregate Base	SY	$ 7.00		$ -
2	5" Thick Aggregate Base	SY	$ 8.75		$ -
3	6" Thick Aggregate Base	SY	$ 10.50	2940	$ 30,870.00
4	9" Thick Aggregate Base	SY	$ 15.75		$ -
5	Bituminous Asphalt Tack Coat	SY	$ 2.50		$ -
6	Bituminous Asphalt Base Course - 2"	SY	$ 6.00		$ -
7	Bituminous Asphalt Base Course - 2-1/2"	SY	$ 7.00		$ -
8	Bituminous Asphalt Base Course - 3"	SY	$ 10.00	2940	$ 29,400.00
9	Bituminous Asphalt Base Course - 4"	SY	$ 13.00		$ -
10	Bituminous Asphalt Surface Course - 1"	SY	$ 6.00		$ -
11	Bituminous Asphalt Surface Course - 1-1/2"	SY	$ 8.00	5700	$ 45,600.00
12	Bituminous Asphalt Surface Course - 2"	SY	$ 10.00		$ -
13	Bituminous Asphalt Entrance Apron - Residential	EA	$ 2,000.00		$ -
14	Concrete Entrance Apron - Commercial Site	EA	$ 4,000.00		$ -
15	Concrete Curb & Gutter	LF	$ 35.00	1870	$ 65,450.00
16	Concrete Curb Only	LF	$ 30.00		$ -
17	Bituminous Asphalt Walkway	SF	$ 3.00		$ -
18	Concrete Sidewalk	SF	$ 7.00	16100	$ 112,700.00
19	Concrete Precast Wheel Stops	EA	$ 65.00		$ -
20	Pavement Directional Arrows/Symbols	EA	$ 100.00		$ -
21	Pavement Letters	EA	$ 100.00		$ -
22	Pavement Lines/Stripes	LF	$ 5.00	560	$ 2,800.00
23	Pavement - Handicapped Parking Symbol & Hatch Lines	Per Space	$ 200.00	2	$ 400.00
24	Sign - Traffic Control (Stop, Speed Limit, Directional, etc.)	EA	$ 200.00	3	$ 600.00

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
25	Sign - Handicapped Parking Sign	EA	$ 200.00	2	$ 400.00
26	Sign - Street Name per E911 Addressing Ordinance	EA	$ 200.00	2	$ 400.00
27	Guard Rail - Steel Beam & Posts	LF	$ 40.00		$ -
28	4' Fence - Stockade/Split Rail or Vinyl	LF	$ 20.00	1200	$ 24,000.00
29	Lights - Parking Lot (light fixture, foundation, & wiring)	EA	$ 3,500.00	3	$ 10,500.00
30	Bollards (wood or steel)	EA	$ 500.00		$ -
31	Traffic Control/Stop Light (Provide WVDOH cost estimate)	EA			$ -

2.5 Landscaping

1	Transplanting Trees (6' or less)	EA	$ 75.00		$ -
2	Transplanting Shrubs	EA	$ 50.00		$ -
3	Plant Shrubs (Evergreen or Deciduous)	EA	$ 60.00		$ -
4	Plant Tree (6' or less) - Evergreen	EA	$ 200.00		$ -
5	Plant Tree (6' or less) - Deciduous	EA	$ 225.00		$ -
6	Plant Tree (6' or less) - Flowering	EA	$ 250.00	72	$ 18,000.00
7	Plant Ground Cover (per 100 plants)	EA	$ 175.00		$ -
8	Plant Wetlands Vegetation (per 100 plants)	EA	$ 250.00		$ -
9	Plant Screen Trees	EA	$ 200.00		$ -
10	Plant Street/Shade Trees	EA	$ 200.00		$ -
11	Mulching (wood landscape mulch in place)	CY	$ 3.00	72	$ 216.00

2.6 Sanitary Sewer System

1	4" PVC Schedule 80 Pipe	LF	$ 30.00		$ -
2	6" PVC Schedule 80 Pipe	LF	$ 50.00		$ -
3	8" PVC Schedule 80 Pipe	LF	$ 60.00		$ -
4	10" PVC Schedule 80 Pipe	LF	$ 70.00		$ -
5	Manhole 4' Diameter (6' height or less)	EA	$ 5,000.00		$ -
6	Grease Trap	EA	$ 4,000.00		$ -
7	4" Service Lateral (20' to Edge of R.O.W./Property Line)	EA	$ 1,200.00	11	$ 13,200.00
8	Sanitary Sewer Pump Station (Provide Cost Estimate)	EA			$ -
9	Road Bore/Crossing (with Pipe & Steel Casing (Provide Cost Estimate)	LF			$ -

2.7 Potable Water System

1	1" Copper Service Line	LF	$ 30.00		$ -
2	2" Copper Service Line	LF	$ 55.00		$ -
3	4" Ductile Iron Pipe	LF	$ 40.00		$ -
4	6" Ductile Iron Pipe	LF	$ 55.00		$ -
5	8" Ductile Iron Pipe	LF	$ 65.00		$ -
6	10" Ductile Iron Pipe	LF	$ 75.00		$ -
7	12" Ductile Iron Pipe	LF	$ 85.00		$ -
8	Fire Hydrant with 6" line	LF	$ 4,000.00		$ -
9	4" Gate Valve & Box	EA	$ 500.00		$ -
10	6" Gate Valve & Box	EA	$ 800.00		$ -
11	8" Gate Valve & Box	EA	$ 950.00		$ -
12	10" Gate Valve & Box	EA	$ 1,200.00		$ -
13	12" Gate Valve & Box	EA	$ 1,800.00		$ -

Attachment: 10-16-17 BR Ph VIBC Bond Estimate - Rev 3 (1225 : Briar Run Development Agreement)

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
14	Concrete Buttress/Thrust Block	EA	$ 300.00		$ -
15	Pressure Reducing Valve & Vault (Provide Cost Estimate)	EA			$ -
16	Tapping Sleeve & Valve (Provide Cost Estimate)	EA			$ -
17	Water Meter Setter, Box & Service Line Tap	EA	$ 1,500.00	51	$ 76,500.00

2.8 Storm Water Management & Storm Drainage

SWM Basin/Ponds

1	Excavation - Basin/Pond	CY	$ 12.00		$ -
2	Excavation - Core Trench	CY	$ 12.00		$ -
3	Embankment Construction - On-Site Material	CY	$ 17.00		$ -
4	Embankment Construction - Imported Material	CY	$ 33.00		$ -
5	Concrete Control Structures (< 7 Cubic Yards)	EA	$ 3,500.00		$ -
6	Concrete Control Structures (7 to 12 Cubic Yards)	EA	$ 3,800.00		$ -
7	Concrete Control Structures (12.1 to 17 Cubic Yards)	EA	$ 5,000.00		$ -
8	Concrete Control Structures (> 17 Cubic Yards) (Provide Cost Estimate)	EA			$ -
9	Reinforced Concrete Pipe Cradle	CY	$ 500.00		$ -
10	Corrugate Metal PipeCont. Struct.	Each per inch dia. X ft. height	$ 10.00		$ -
11	Dewatering Pipes or Structures	EA	$ 1,000.00		$ -
12	Filter Stone for Dewatering Pipe (1" to 2" dia. clean)	CY	$ 50.00		$ -
13	Antiseep Collar	Each per foot of width	$ 75.00		$ -
14	Trash Rack	Each per inch dia.	$ 40.00		$ -
15	Water Tight Pipe Bands	Each per inch dia.	$ 10.00		$ -
16	Bio-Retention Basin (Provide Cost Estimate)	EA			$ -

PVC Slotted Pipe

17	4" PVC Slotted or Perforated Drain Pipe	LF	$ 5.50		$ -
18	6" PVC Slotted or Perforated Drain Pipe	LF	$ 7.50		$ -
19	8" PVC Slotted or Perforated Drain Pipe	LF	$ 25.00		$ -
20	12" PVC Slotted or Perforated Drain Pipe	LF	$ 30.00		$ -
21	15" PVC Slotted or Perforated Drain Pipe	LF	$ 35.00		$ -
22	18" PVC Slotted or Perforated Drain Pipe	LF	$ 40.00		$ -
23	24" PVC Slotted or Perforated Drain Pipe	LF	$ 50.00		$ -

Corrugate Metal Pipe (Circular)

24	15" Storm Drain Pipe	LF	$ 50.00		$ -
25	18" Storm Drain Pipe	LF	$ 55.00		$ -
26	21" Storm Drain Pipe	LF	$ 90.00		$ -
27	24" Storm Drain Pipe	LF	$ 115.00		$ -
28	27" Storm Drain Pipe	LF	$ 120.00		$ -
29	30" Storm Drain Pipe	LF	$ 125.00		$ -
30	33" Storm Drain Pipe	LF	$ 128.00		$ -
31	36" Storm Drain Pipe	LF	$ 130.00		$ -
32	42" Storm Drain Pipe	LF	$ 140.00		$ -

Attachment: 10-16-17 BR Ph VIBC Bond Estimate - Rev 3 (1225 : Briar Run Development Agreement)

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
33	48" Storm Drain Pipe	LF	$ 145.00		$ -
34	54" Storm Drain Pipe	LF	$ 155.00		$ -
35	60" Storm Drain Pipe	LF	$ 175.00		$ -
	Reinforced Concrete Pipe or High Density Polyethlyene (HDPE) Pipe (Circular)				
36	15" Storm Drain Pipe	LF	$ 70.00		$ -
37	18" Storm Drain Pipe	LF	$ 80.00		$ -
38	21" Storm Drain Pipe	LF	$ 90.00		$ -
39	24" Storm Drain Pipe	LF	$ 100.00		$ -
40	27" Storm Drain Pipe	LF	$ 110.00		$ -
41	30" Storm Drain Pipe	LF	$ 130.00		$ -
42	33" Storm Drain Pipe	LF	$ 150.00		$ -
43	36" Storm Drain Pipe	LF	$ 160.00		$ -
44	42" Storm Drain Pipe	LF	$ 180.00		$ -
45	48" Storm Drain Pipe	LF	$ 200.00		$ -
46	54" Storm Drain Pipe	LF	$ 240.00		$ -
47	60" Storm Drain Pipe	LF	$ 270.00		$ -
	End Sections (Circular) - Metal				
48	15" Metal End Section CMP	EA	$ 250.00		$ -
49	18" Metal End Section CMP	EA	$ 275.00		$ -
50	21" Metal End Section CMP	EA	$ 300.00		$ -
51	24" Metal End Section CMP	EA	$ 350.00		$ -
52	27" Metal End Section CMP	EA	$ 400.00		$ -
53	30" Metal End Section CMP	EA	$ 475.00		$ -
54	36" Metal End Section CMP	EA	$ 550.00		$ -
55	42" Metal End Section CMP	EA	$ 700.00		$ -
56	48" Metal End Section CMP	EA	$ 900.00		$ -
57	54" Metal End Section CMP	EA	$ 1,100.00		$ -
	End Sections (Circular) - Concrete				
58	15" RCP End Section	EA	$ 650.00		$ -
59	18" RCP End Section	EA	$ 700.00		$ -
60	21" RCP End Section	EA	$ 750.00		$ -
61	24" RCP End Section	EA	$ 800.00		$ -
62	27" RCP End Section	EA	$ 950.00		$ -
63	30" RCP End Section	EA	$ 1,050.00		$ -
64	36" RCP End Section	EA	$ 1,300.00		$ -
65	42" RCP End Section	EA	$ 1,600.00		$ -
66	48" RCP End Section	EA	$ 2,000.00		$ -
67	54" RCP End Section	EA	$ 2,400.00		$ -

Attachment: 10-16-17 BR Ph VIBC Bond Estimate - Rev 3 (1225 : Briar Run Development Agreement)

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
	Storm Drain Pipe (Squash Pipe) - Metal				
68	13" x 17" Storm Drain Pipe	EA	$ 50.00		$ -
69	15" x 21" Storm Drain Pipe	LF	$ 55.00		$ -
70	24" x 35" Storm Drain Pipe	LF	$ 125.00		$ -
71	38" x 57" Storm Drain Pipe	LF	$ 145.00		$ -
72	42" x 64" Storm Drain Pipe	LF	$ 175.00		$ -
	Storm Drain Pipe (Squash Pipe) - Reinforced Concrete Pipe				
73	13" x 17" Storm Drain Pipe	LF	$ 75.00		$ -
74	15" x 21" Storm Drain Pipe	LF	$ 80.00		$ -
75	24" x 35" Storm Drain Pipe	LF	$ 130.00		$ -
76	38" x 57" Storm Drain Pipe	LF	$ 250.00		$ -
77	42" x 64" Storm Drain Pipe	LF	$ 315.00		$ -
	End Sections (Squash Pipe) - Metal				
78	13" x 17" Metal End Section	EA	$ 250.00		$ -
79	15" x 21" Metal End Section	EA	$ 425.00		$ -
80	24" x 35" Metal End Section	EA	$ 500.00		$ -
81	38" x 57" Metal End Section	EA	$ 600.00		$ -
82	42" x 64" Metal End Section	EA	$ 800.00		$ -
	End Sections (Squash Pipe) - Reinforced Concrete Pipe				
83	13" x 17" RCP End Section	EA	$ 650.00		$ -
84	15" x 21" RCP End Section	EA	$ 700.00		$ -
85	24" x 35" RCP End Section	EA	$ 950.00		$ -
86	38" x 57" RCP End Section	EA	$ 2,000.00		$ -
87	42" x 64" RCP End Section	EA	$ 2,400.00		$ -
	Storm Drain Structures				
88	Drop Inlet - Single Pipe Opening	EA	$ 2,000.00		$ -
89	Drop Inlet - Double Pipe Opening	EA	$ 2,200.00		$ -
90	Drop Inlet - Triple Pipe Opening	EA	$ 2,600.00		$ -
91	Curb Inlet - 6' Opening	EA	$ 4,700.00		$ -
92	Curb Inlet - 12' Opening	EA	$ 5,600.00		$ -
93	Curb Inlet - 16' Opening	EA	$ 6,500.00		$ -
94	Curb Inlet - 20' Opening	EA	$ 7,000.00		$ -
95	Manhole (4' dia., 6' height or less)	EA	$ 5,000.00		$ -
	Outfall & Channel Protection				
96	Concrete Wing Wall (5' high x 12' long x 12" thick)	EA	$ 5,000.00		$ -
97	Gabion Basket Structure	EA	$ 200.00		$ -
98	Rip-Rap Stone - Class 1	CY	$ 60.00		$ -
99	Rip-Rap Stone - Class 2	CY	$ 70.00		$ -
100	Rip-Rap Stone - Class 3	CY	$ 85.00		$ -

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
2.9	**Miscellaneous Site Construction & Structures**				
1	Bus Stop Enclosure	EA	$ 3,000.00		$ -
2	Mail Box Cluster	EA	$ 3,000.00		$ -
3	Gazebo, Tot Lot, or other Amenities, etc (Provide Cost Estimate)	LS	$ 50,000.00	1	$ 50,000.00
4	Subdivision Entrance Sign - Masonry/Brick	EA	$ 10,000.00		$ -
5	Subdivision Entrance Sign - Wood	EA	$ 4,000.00		$ -
6	Set Property Corners	LOT	$ 350.00	88	$ 30,800.00
7	Construction Stake-out ($10,000 min)	LOT	$ 500.00	88	$ 44,000.00
8	Construction Management/As-Builts ($10,000 min)	LOT	$ 500.00	88	$ 44,000.00
9	Formation of HOA by Developer ($10,000 min)	LOT	$ 500.00		$ -
10					$ -
11					$ -

Grand Total All Costs	$ 622,586.00
15% Contingency	$ 93,387.90
TOTAL BOND AMOUNT	$ 715,973.90

Attachment: 10-16-17 BR Ph VIBC Bond Estimate - Rev 3 (1225 : Briar Run Development Agreement)