



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

Street address: 629 East Main Street, Richmond, Virginia 23219

Mailing address: P.O. Box 1105, Richmond, Virginia 23218

www.deq.virginia.gov

Molly Joseph Ward
Secretary of Natural Resources

David K. Paylor
Director

(804) 698-4000
1-800-592-5482

STATE WATER CONTROL BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO BELVEDERE LAND HOLDINGS, LLC AND NEW BELVEDERE, INC. FOR BELVEDERE DEVELOPMENT

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 62.1-44.15 between the State Water Control Board and Belvedere Land Holdings, LLC and New Belvedere, Inc., regarding the Belvedere Development for the purpose of resolving certain violations of the State Water Control Law and the applicable permits and regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "2010 Order" means the Consent Order issued to BSLT that became effective June 24, 2010.
2. "2014 Order" means the Consent Order issued to BSLT that became effective September 30, 2014.
3. "Belvedere Development" means the 206.68 acre mixed commercial and housing development tract of land adjacent to the South Fork Rivanna River, bordered to the east and south by the Dunlora Farm and Subdivision, and to the west by Rio Road, northeast of Charlottesville in Albemarle County.

4. "Belvedere Land Holdings" means Belvedere Land Holdings, LLC, a limited liability company authorized to do business in Virginia and its members, affiliates, partners, and subsidiaries. Belvedere Land Holdings is a "person" within the meaning of Va. Code § 62.1-44.3.
5. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and 62.1-44.7.
6. "BSLT" means Belvedere Station Land Trust, a Virginia Land Trust and its affiliates, partners, subsidiaries, and parents.
7. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
8. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
9. "Property" means the mixed commercial and housing development tract of land in the Belvedere Development composed of Albemarle County Tax Parcel Numbers 06100-00-00-16000, 06200-00-00-002A1, 06200-00-00-002C0, 06100-00-00-154E0, and 06100-00-00-15800 owned by New Belvedere, and 062A3-00-00-00100 owned by Belvedere Land Holdings.
10. "Impacts" means results caused by human-induced activities conducted in surface waters, as specified in Va. Code § 62.1-44.15:20(A) of the Code of Virginia.
11. "New Belvedere" means New Belvedere, Inc., a corporation authorized to do business in Virginia and its affiliates, partners, and subsidiaries. New Belvedere is a "person" within the meaning of Va. Code § 62.1-44.3.
12. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the State Water Control Law.
13. "Permit" means Virginia Water Protection General Permit No. WP4, which was issued under the State Water Control Law and Regulations on March 28, 2007 and expired on March 27, 2014. BSLT applied for authorization under the permit and was issued VWP General Permit Authorization Number WP4-06-2581 on March 28, 2007.
14. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 et seq.) of Title 62.1 of the Va. Code. Article 2.2 (Va. Code §§ 62.1-44.15:20 through 62.1-44.15:23) of the State Water Control Law addresses the Virginia Water Resources and Wetlands Protection Program.
15. "State Waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands. Va. Code § 62.1-44.3.

16. "Va. Code" means the Code of Virginia (1950), as amended.
17. "VAC" means the Virginia Administrative Code.
18. "VRO" means the Valley Regional Office of DEQ, located in Harrisonburg, Virginia.
19. "Wetlands" mean those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas 9 VAC 25-210-10.

SECTION C: Findings of Fact and Conclusions of Law

1. BSLT became the owner of the Property on July 9, 1999.
2. The Property secured a promissory note dated March 20, 2006, which was assigned to C. Dice Hammer on December 22, 2015. Upon BSLT's failure to make payments due under the promissory note, a foreclosure sale for the Property was held on July 14, 2017. C. Dice Hammer won the foreclosure bid and assigned the bid to Belvedere Land Holdings and New Belvedere on September 13, 2017.
3. New Belvedere and Belvedere Land Holdings are currently the owners of the Property.
4. New Belvedere is currently the developer and operator of the Property.
5. Belvedere Land Holdings and New Belvedere are successors in interest to BSLT with respect to the Property.
6. On March 28, 2007, DEQ issued the VWP Permit to BSLT for the Property and adjacent parcels, authorizing permanent impacts to approximately 763 linear feet of stream channel, 0.01 acres of palustrine scrub shrub wetland, 0.02 acres of palustrine forested wetlands, and temporary impacts to 0.62 acres of open water, all associated with unnamed tributaries to the South Fork Rivanna River, each of which are State Waters.
7. The VWP Permit required BSLT to begin plantings in the compensatory mitigation area(s) recorded and in place by August 21, 2008. In violation of the VWP Permit, BSLT failed to begin plantings in the compensatory mitigation area(s).
8. To remedy its non-compliance, BSLT became subject to the 2010 Order which provided a schedule of compliance to complete the plantings in the compensatory mitigation areas as defined in the Permit by June 1, 2010.
9. In violation of the Permit and the 2010 Order, BSLT failed to complete compensatory mitigation requirements to complete the plantings as required by the 2010 Order.

10. To remedy its non-compliance with the Permit and the 2010 Order, BSLT became subject to the 2014 Order, which provided a schedule of compliance to complete the plantings in the compensatory mitigation areas as defined in the Permit by December 15, 2014.
11. Appendix A, Paragraph 3 of the 2014 Consent Order states, "By December 15, 2014 BSLT shall complete the Final Compensatory Mitigation Plan, as approved by DEQ on April 24, 2007, including the planting in the compensation site(s) in accordance with the Permit No. WP4-06-2581, except as specified in this Order."
12. In violation of the 2014 Order, BSLT failed to complete the plantings in the compensatory mitigation areas.
13. Va. Code § 62.1-44.31 states, "It shall be unlawful for any owner to fail to comply with any special order adopted by the Board, which has become final under the provisions of this chapter..."
14. During inspections of the property on February 2, 2015 and June 8, 2017, DEQ staff documented that BSLT had not completed plantings in the compensation sites.
15. Based on the results of the inspections on February 2, 2015 and June 8, 2017, the Board concludes that BSLT violated Va. Code § 62.1-44.31 and the 2014 Order.
16. In order to resolve the outstanding requirements of the 2014 Order, Belvedere Land Holdings and New Belvedere, as successors in interest to BSLT with respect to the Property, and DEQ staff have agreed to the Schedule of Compliance, which is incorporated as Appendix A of this Order.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code § 62.1-44.15, the Board orders New Belvedere, and New Belvedere agrees to perform the actions described in Appendix A of this Order. Belvedere Land Holdings hereby consents to the performance of the actions described in Appendix A on the portion of the Property owned by Belvedere Land Holdings. New Belvedere has voluntarily paid, on behalf of BSLT, the civil charge of \$46,935.00 as specified in the 2014 Order.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Belvedere Land Holdings and New Belvedere for good cause shown by Belvedere Land Holdings and New Belvedere, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 et seq., after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law

regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.

3. For purposes of this Order and subsequent actions with respect to this Order only, Belvedere Land Holdings and New Belvedere admit the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Belvedere Land Holdings and New Belvedere consent to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Belvedere Land Holdings and New Belvedere declare they have received fair and due process under the Administrative Process Act and the State Water Control Law, and they waive the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Belvedere Land Holdings and New Belvedere to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Belvedere Land Holdings and New Belvedere shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond their control and not due to a lack of good faith or diligence on their part. Belvedere Land Holdings and New Belvedere shall demonstrate that such circumstances were beyond their control and not due to a lack of good faith or diligence on their part. Belvedere Land Holdings and New Belvedere shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days of learning of any of the foregoing conditions when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and

- d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Belvedere Land Holdings and New Belvedere. Nevertheless, Belvedere Land Holdings and New Belvedere agree to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until:
 - a. The Director or his designee terminates the Order after New Belvedere has completed all of the requirements of the Order;
 - b. Belvedere Land Holdings and New Belvedere petition the Director or his designee to terminate the Order after New Belvedere has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
 - c. The Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Belvedere Land Holdings and New Belvedere.

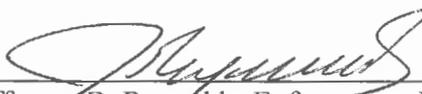
Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Belvedere Land Holdings and New Belvedere from their obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by New Belvedere and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representatives of Belvedere Land Holdings and New Belvedere certify that they are responsible officials authorized to enter into the terms and conditions of this Order and to execute and legally bind Belvedere Land Holdings and New Belvedere to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Belvedere Land Holdings and New Belvedere.

14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.

15. By their signatures below, Belvedere Land Holdings and New Belvedere voluntarily agree to the issuance of this Order.

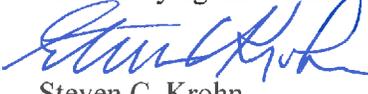
And it is so ORDERED this 30 day of November, 2017



Jefferson D. Reynolds, Enforcement Director
Department of Environmental Quality

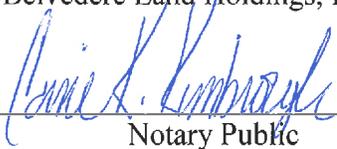
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Belvedere Land Holdings, LLC voluntarily agrees to the issuance of this Order.

Date: 9/29/17 By:  Steven C. Krohn, Manager
(Person) (Title)
Belvedere Land Holdings, LLC

Commonwealth of Virginia
City/County of ALBEMARLE

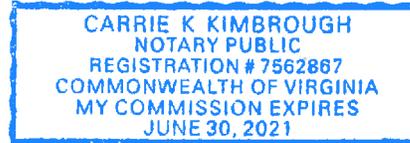
The foregoing document was signed and acknowledged before me this 29 day of SEPTEMBER, 20 17, by STEVEN C. KROHN who is MANAGER of Belvedere Land Holdings, LLC, on behalf of the company.


Notary Public

7562867
Registration No.

My commission expires: JUNE 30, 2021

Notary seal:

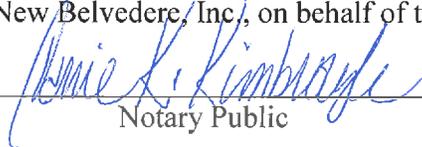


New Belvedere, Inc. voluntarily agrees to the issuance of this Order.

Date: 9/29/2017 By: , Executive Vice President
(Person) (Title)
New Belvedere, Inc.

Commonwealth of Virginia
City/County of ALBEMARLE

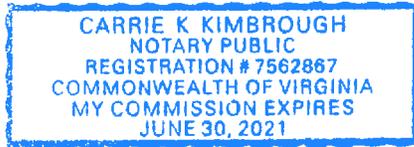
The foregoing document was signed and acknowledged before me this 29 day of SEPTEMBER, 20 17, by STEVEN C. KROHN who is N/A of New Belvedere, Inc., on behalf of the corporation.


Notary Public

7502867
Registration No.

My commission expires: June 30, 2021

Notary seal:



APPENDIX A SCHEDULE OF COMPLIANCE

1. New Belvedere shall either:
 - a. **By June 1, 2018**, Submit proof of purchase of 816 stream compensation credits from a DEQ-approved mitigation bank that is authorized and approved by DEQ to sell credits in the area in which the impacts occurred and has credits available (as released by DEQ) to achieve no-net-loss of existing wetland acreage and no-net-loss of function in all surface waters in accordance with 9 VAC 25-210-116; or
 - b. Complete the Final Compensatory Mitigation Plan as follows:
 - i) **By December 15, 2017**, New Belvedere shall have entered into a contract or contracts for completion of the Final Compensatory Mitigation Plan, as approved by DEQ on April 24, 2007, including the planting in the compensation site(s) in accordance with the Permit No. WP4-06-2581, as attached to this Order as Appendix B, except as specified in this Order. Any changes to the approved Final Compensatory Mitigation Plan shall not be initiated without advanced notice to and approval by DEQ.
 - (1) New Belvedere shall notify DEQ in writing within 10 days of entering into the contract or contracts for completion of the Final Compensatory Mitigation Plan.
 - ii) **By May 15, 2018**, New Belvedere shall complete the Final Compensatory Mitigation Plan, as approved by DEQ on April 24, 2007, including the planting in the compensation site(s) in accordance with the Permit No. WP4-06-2581, except as specified in this Order. Any changes to the approved Final Compensatory Mitigation Plan shall not be initiated without advanced notice to and approval by DEQ.
 - (1) The compensation shall meet the requirements of 9 VAC 25-210-116 to be sufficient to achieve no net loss of existing wetland acreage and no net loss of functions in all surface waters.
 - (2) The success of the compensation shall be based on meeting the success criteria established in the approved Final Compensatory Mitigation Plan
 - (3) DEQ shall be notified in writing at least 10 days prior to the initiation of construction activities at the compensation site(s).
 - (4) Planting of woody plants shall occur when vegetation is normally dormant unless otherwise approved in the Final Compensatory Mitigation Plan.
 - (5) Herbicides or algacides shall not be used in or immediately adjacent to the wetlands or stream compensation site or sites without prior authorization by DEQ.

All vegetation removal shall be done by manual means, unless authorized by DEQ in advance.

- (6) If the performance criteria specified in the Final Compensatory Mitigation Plan are not achieved at the end of the applicable monitoring period, then New Belvedere shall so advise DEQ in the applicable monitoring report for that monitoring period and shall describe why it appears the criteria could not be achieved. If DEQ thereafter so directs, New Belvedere shall submit to DEQ for review and approval an alternative Final Compensatory Mitigation Plan within 60 days of DEQ's letter requiring the same. The DEQ-approved alternative Final Compensatory Mitigation Plan shall then be implemented by New Belvedere in accordance with the schedule set forth in the alternative Final Compensatory Mitigation Plan.
 - (7) If the performance criteria specified in the Final Compensatory Mitigation Plan or any alternative Final Compensatory Mitigation Plan are not achieved by the end of the last monitoring period and DEQ determines that additional corrective action cannot sufficiently address the reasons for such failures, then New Belvedere shall submit to DEQ for review and approval, within 30 days of such determination, a proposal to purchase mitigation bank credits or make contributions to an in-lieu fee fund, in accordance with 9 VAC 25-210-116(C), to address any remaining corrective action required in the Final Compensatory Mitigation Plan or, as applicable, any previously submitted alternative Final Compensatory Mitigation Plan. New Belvedere shall respond to any DEQ notice of deficiency to the proposal in accordance with the terms of the notice. New Belvedere shall purchase mitigation bank credits or make contributions to an in-lieu fund, as approved by DEQ in accordance with this paragraph, within 30 days of DEQ approval.
2. Belvedere Land Holdings shall provide New Belvedere access to the Property to complete the requirements of Appendix A of this Order. Belvedere Land Holdings shall provide DEQ access to the Property to monitor compliance with this Order.
 3. **DEQ Contact**

Unless otherwise specified in this Order, New Belvedere and Belvedere Land Holdings shall submit all requirements of Appendix A of this Order to:

Carla Pool
Enforcement Adjudication Manager
VA DEQ – Central Office
P.O. Box 1105
Richmond, Virginia 23218
(804) 698-4150
Carla.Pool@deq.virginia.gov

APPENDIX B
FINAL COMPENSATORY MITIGATION PLAN

FINAL COMPENSATORY MITIGATION PLAN

BELVEDERE

ALBEMARLE COUNTY, VIRGINIA

OWNER / APPLICANT

STONEHAUS
2421 IVY ROAD
CHARLOTTESVILLE, VA 22903
(434) 974-7588
ATTN: CHRIS SCHOOLEY

ENVIRONMENTAL CONSULTANT

WILLIAMSBURG ENVIRONMENTAL GROUP, INC.
13921 PARK CENTER ROAD
HERNDON, VIRGINIA 20171
(703) 437-3096
(703) 437-6920 FAX
ATTN: GEORGE C. RHODES II, LA

BASE TOPOGRAPHY

BASE TOPOGRAPHIC AND SURVEY INFORMATION PROVIDED BY
WV ASSOCIATES
1402 CHEERBERRY PLACE
CHARLOTTESVILLE, VIRGINIA 22901
(434) 984 2700
ATTN: DAVID JENSEN

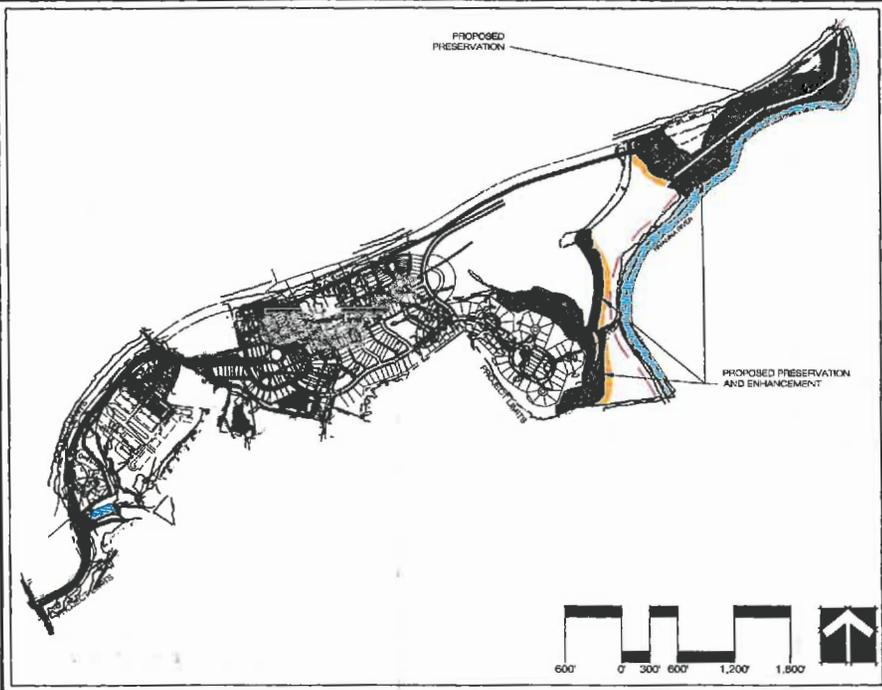
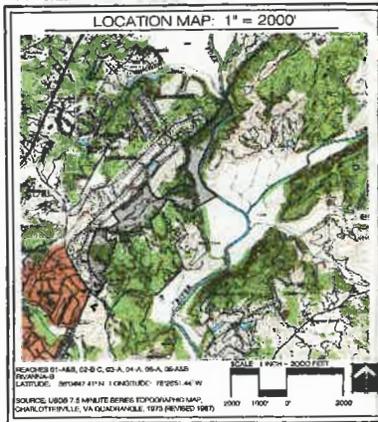
PROJECT DATA

PROJECT AREA	200.89 ACRES ±
JURISDICTIONAL AREAS	
WETLANDS	0.37 ACRE ±
OPEN WATERS	0.82 ACRE ±
STREAM CHANNELS (INCLUDING THE SOUTH FORK RIVANNA RIVER (EXCLUDING WETLANDS))	14.86 ACRE ± (12,904 LF. ±)
JURISDICTIONAL AREA IMPACTS	
WETLANDS	0.03 ACRE ±
STREAM CHANNELS (EXCLUDING WETLANDS)	0.09 ACRE ± (793 LF. ±)
TEMPORARY AREA IMPACTS	
OPEN WATERS	0.82 ACRE ±

MITIGATION SUMMARY
THE PROPOSED MITIGATION PLAN UTILIZES THE UNIFIED STREAM METHODOLOGY (USM)

TOTAL COMPENSATION REQUIREMENT = 818		
MITIGATION ACTIVITIES	COMPENSATION LENGTH	TOTAL COMPENSATION CREDIT
ENHANCEMENT & PRESERVATION	8,778 LF	818'

SEE SHEET 3 FOR ADDITIONAL INFORMATION. THE USM DATA SHEETS (FORMS 1 - 4) ARE ATTACHED.



PROJECT NARRATIVE:

THIS PROJECT, KNOWN AS BELVEDERE, IS LOCATED IN ALBEMARLE COUNTY, VIRGINIA, WITHIN THE 02030204 HYDRAULIC UNIT CODE (HUC), THE PIEDMONT GEOGRAPHIC REGION, AND THE JAMES RIVER DRAINAGE BASIN. AS REQUIRED FOR PERMITS ISSUED BY THE U.S. ARMY CORPS OF ENGINEERS (CORPS) AND VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ), A FINAL COMPENSATORY MITIGATION PLAN HAS BEEN DEVELOPED FOR THIS PROJECT. THE PLAN PROPOSES TO PROVIDE MITIGATION FOR STREAM CHANNEL IMPACTS BY ENHANCING AND PRESERVING STREAMS ON-SITE. THE MITIGATION REQUIRED FOR THE WETLAND IMPACTS WILL BE PURCHASED FROM THE JAMES RIVER MITIGATION LANDBANK, UNDER SEPARATE COVER.

THE PLAN PROPOSES TO ENHANCE RIPARIAN BUFFERS, IMPROVE HABITAT, AND PRESERVE EXISTING RIPARIAN CORRIDORS ON-SITE. IN TERMS OF WATER QUALITY BENEFITS THE GOALS AND OBJECTIVES OF THIS PLAN ARE:

- TO PROVIDE MAINTAIN SHADE COVER OVER THE STREAM CHANNEL AND REDUCE TEMPERATURE LEVELS.
- TO INCREASE MAINTAIN HABITAT DIVERSITY IN THE BUFFER AREAS AND.
- TO IMPROVE WATER QUALITY BY IMPROVING MAINTAINING A VEGETATED BUFFER BETWEEN THE PROPOSED DEVELOPMENT AND FRESHWATER RESOURCES.

THIS PROJECT USED THE UNIFIED STREAM METHODOLOGY TO DETERMINE COMPENSATION REQUIREMENTS AND COMPENSATION CREDITS FOR STREAM IMPACTS AND MITIGATION.

SHEET INDEX:

1. COVER SHEET
2. EXISTING CONDITIONS
3. PROPOSED CONDITIONS
4. NOTES AND DETAILS

NOT FOR CONSTRUCTION

DATE: 4/4/07
SECOND SUBMITTAL

REVISIONS		DATE
DATE	DESCRIPTION	DATE

3209 Center Street
Williamsburg, Virginia 23108
(703) 220-0200

13921 Park Center Road
Suite 100
Herndon, VA 20171
(703) 437-3096

7501 Double View Drive
Suite 205
Richmond, Virginia 23225
(804) 267-2474

5705 Sauer's Run Road
Suite 100
Falls Church, Virginia 22047
(845) 786-0044

WILLIAMSBURG ENVIRONMENTAL GROUP, INC.
Environmental Consultants

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LEGEND:

- GPS LOCATED WETLAND LIMITS
- GPS LOCATED STREAM CHANNEL LIMITS
- GPS LOCATED OPEN WATER LIMITS
- EXISTING TREE LINE
- STREAM ASSESSMENT REACH CALLOUTS
- APPROXIMATE PERENNIAL STREAM BUFFER CORRIDOR LIMITS

REACH 01-A
• USM RCI = 1.10

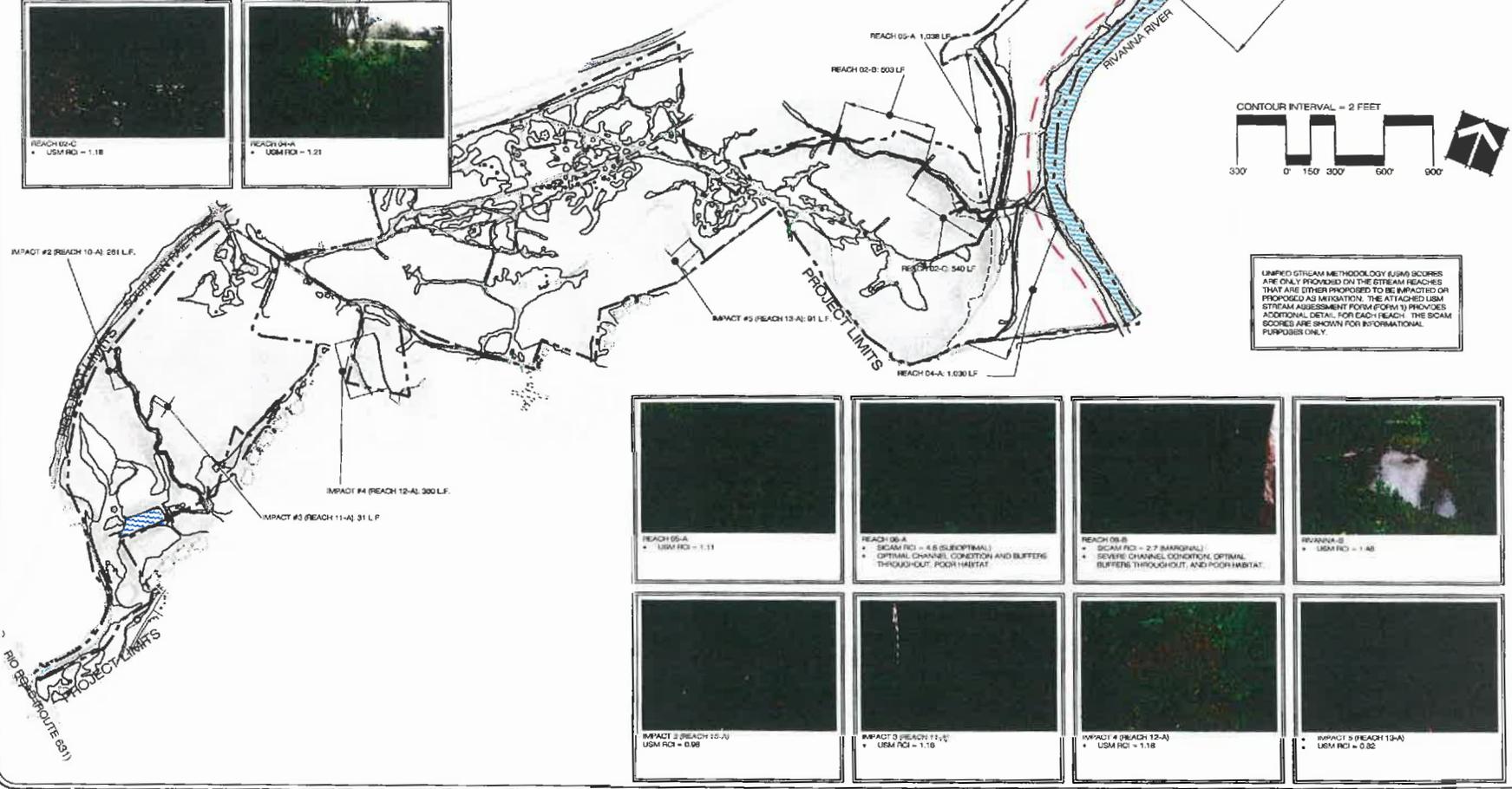
REACH 01-B
• SICAM RCI = 3.0 (MARGINAL)
• POOR CHANNEL CONDITION, MARGINAL HABITAT. (SUBOPTIMAL BUFFERS ON MAJORITY OF BOTH BANKS)

REACH 02-B
• USM RCI = 1.10

REACH 03-C
• USM RCI = 1.18

REACH 04-A
• USM RCI = 1.21

NOTES:
USM = UNIFIED STREAM METHODOLOGY
SICAM = STREAM IMPACT COMPENSATION ASSESSMENT MANUAL
RCI = REACH CONDITION INDEX



REACH 05-A
• USM RCI = 1.11

REACH 06-A
• SICAM RCI = 4.5 (SUBOPTIMAL)
• OPTIMAL CHANNEL, CONCRETION AND BUFFERS THROUGHOUT. POOR HABITAT

REACH 06-B
• SICAM RCI = 2.7 (MARGINAL)
• SEVERE CHANNEL, SUBOPTIMAL, OPTIMAL BUFFERS THROUGHOUT, AND POOR HABITAT.

RIVANNA-B
• USM RCI = 1.48

IMPACT 2 (REACH 10-A)
USM RCI = 0.08

IMPACT 3 (REACH 11-A)
• USM RCI = 1.10

IMPACT 4 (REACH 12-A)
• USM RCI = 1.18

IMPACT 5 (REACH 13-A)
• USM RCI = 0.82

12000 Park Center Road
Suite 102
Belvedere, Virginia 22818
(703) 232-2200
(703) 232-2201

2000 S. Lakeside Lane, Suite 100
Belvedere, Virginia 22818
(703) 232-2200
(703) 232-2201

MECH
MIDDLETOWN ENVIRONMENTAL GROUP, INC.

Environmental Consultant

**EXISTING CONDITIONS
FINAL COMPENSATORY MITIGATION PLAN
BELVEDERE
ALBEMARLE COUNTY, VIRGINIA**

**NOT FOR
CONSTRUCTION**

DATE	BY	DATE	BY

DESIGNED BY: FTR
CHECKED BY: GOWZF

DRAWN BY: FTR
CHECKED BY: USGSD

SHEET: **2**
OF 4

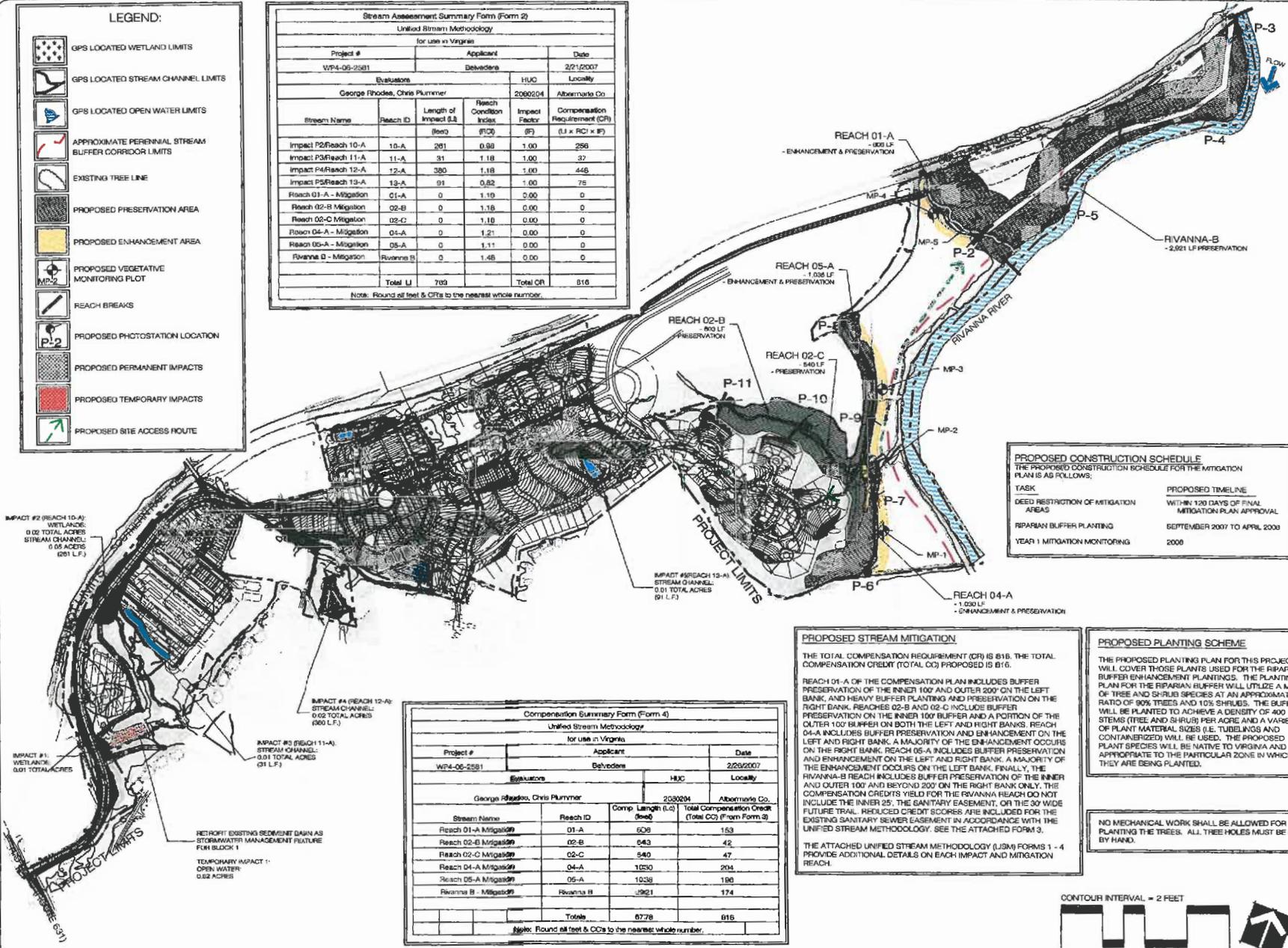
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LEGEND:

- GPS LOCATED WETLAND LIMITS
- GPS LOCATED STREAM CHANNEL LIMITS
- GPS LOCATED OPEN WATER LIMITS
- APPROXIMATE PERENNIAL STREAM BUFFER CORRIDOR LIMITS
- EXISTING TREE LINE
- PROPOSED PRESERVATION AREA
- PROPOSED ENHANCEMENT AREA
- PROPOSED VEGETATIVE MONITORING PLOT
- REACH BREAKS
- PROPOSED PHOTOSTATION LOCATION
- PROPOSED PERMANENT IMPACTS
- PROPOSED TEMPORARY IMPACTS
- PROPOSED SITE ACCESS ROUTE

Stream Assessment Summary Form (Form 2)					
Unified Stream Methodology					
for use in Virginia					
Project #	Applicant	HUC	Locality	Date	
WP4-06-2581	Belvedere	2080204	Albemarle Co	2/21/2007	
Evaluators		HUC		Locality	
George Rhodes, Chris Plummer		2080204		Albemarle Co	
Stream Name	Reach ID	Length of Impact (L)	Reach Condition Index (RCI)	Impact Factor (IF)	Compensation Requirement (CR) (L x RCI x IF)
Impact P2/Reach 10-A	10-A	261	0.99	1.00	258
Impact P3/Reach 11-A	11-A	31	1.18	1.00	37
Impact P4/Reach 12-A	12-A	380	1.18	1.00	448
Impact P5/Reach 13-A	13-A	91	0.82	1.00	75
Reach 01-A - Mitigation	01-A	0	1.19	0.00	0
Reach 02-B Mitigation	02-B	0	1.18	0.00	0
Reach 02-C Mitigation	02-C	0	1.19	0.00	0
Reach 04-A - Mitigation	04-A	0	1.21	0.00	0
Reach 05-A - Mitigation	05-A	0	1.11	0.00	0
Rivanna B - Mitigation	Rivanna B	0	1.48	0.00	0
Total LI		709		Total CR	816

Note: Round all feet & CRs to the nearest whole number.



IMPACT #2 (REACH 10-A)
WETLANDS:
0.02 TOTAL ACRES
STREAM CHANNEL:
0.05 ACRES
(091 L.F.)

IMPACT #1:
WETLANDS:
0.01 TOTAL ACRES

IMPACT #4 (REACH 12-A)
STREAM CHANNEL:
0.02 TOTAL ACRES
(060 L.F.)

IMPACT #3 (REACH 11-A)
STREAM CHANNEL:
0.01 TOTAL ACRES
(011 L.F.)

RECYCLE EXISTING SEWAGE DRAIN AS
STORMWATER MANAGEMENT FEATURE
FOR BLOCK 1

TEMPORARY IMPACT 1:
OPEN WATER:
0.02 ACRES

PROPOSED CONSTRUCTION SCHEDULE
THE PROPOSED CONSTRUCTION SCHEDULE FOR THE MITIGATION PLAN IS AS FOLLOWS:

TASK	PROPOSED TIMELINE
DEED RESTRICTION OF MITIGATION AREAS	WITHIN 120 DAYS OF FINAL MITIGATION PLAN APPROVAL
RIPARIAN BUFFER PLANTING	SEPTEMBER 2007 TO APRIL 2008
YEAR 1 MITIGATION MONITORING	2008

PROPOSED STREAM MITIGATION

THE TOTAL COMPENSATION REQUIREMENT (CR) IS 816. THE TOTAL COMPENSATION CREDIT (TOTAL CC) PROPOSED IS 816.

REACH 01-A OF THE COMPENSATION PLAN INCLUDES BUFFER PRESERVATION OF THE INNER 100' AND OUTER 200' ON THE LEFT BANK, AND HEAVY BUFFER PLANTING AND PRESERVATION ON THE RIGHT BANK. REACHES 02-B AND 02-C INCLUDE BUFFER PRESERVATION ON THE INNER 100' BUFFER AND A PORTION OF THE OUTER 100' BUFFER ON BOTH THE LEFT AND RIGHT BANKS. REACH 04-A INCLUDES BUFFER PRESERVATION AND ENHANCEMENT ON THE LEFT AND RIGHT BANK. A MAJORITY OF THE ENHANCEMENT OCCURS ON THE RIGHT BANK. REACH 05-A INCLUDES BUFFER PRESERVATION AND ENHANCEMENT ON THE LEFT AND RIGHT BANK. A MAJORITY OF THE ENHANCEMENT OCCURS ON THE LEFT BANK. FINALLY, THE RIVANNA-B REACH INCLUDES BUFFER PRESERVATION OF THE INNER AND OUTER 100' AND BEYOND 200' ON THE RIGHT BANK ONLY. THE COMPENSATION CREDIT'S YIELD FOR THE RIVANNA REACH DO NOT INCLUDE THE INNER 25'. THE SANITARY EASEMENT, OR THE 30' WIDE FUTURE TRAIL, REDUCED CREDIT SCORES ARE INCLUDED FOR THE EXISTING SANITARY SEWER EASEMENT IN ACCORDANCE WITH THE UNIFIED STREAM METHODOLOGY. SEE THE ATTACHED FORM 3.

THE ATTACHED UNIFIED STREAM METHODOLOGY (USM) FORMS 1 - 4 PROVIDE ADDITIONAL DETAILS ON EACH IMPACT AND MITIGATION REACH.

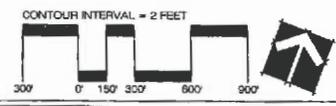
PROPOSED PLANTING SCHEME

THE PROPOSED PLANTING PLAN FOR THIS PROJECT WILL COVER THOSE PLANTS USED FOR THE RIAPARIAN BUFFER ENHANCEMENT PLANTINGS. THE PLANTING PLAN FOR THE RIAPARIAN BUFFER WILL UTILIZE A MIX OF TREE AND SHRUB SPECIES AT AN APPROXIMATE RATIO OF 90% TREES AND 10% SHRUBS. THE BUFFER WILL BE PLANTED TO ACHIEVE A DENSITY OF 400 STEMS (TREE AND SHRUB) PER ACRE AND A VARIETY OF PLANT MATERIAL SIZES (I.E. TUBELINGS AND CONTAINERIZED) WILL BE USED. THE PROPOSED PLANT SPECIES WILL BE NATIVE TO VIRGINIA AND BE APPROPRIATE TO THE PARTICULAR ZONE IN WHICH THEY ARE BEING PLANTED.

NO MECHANICAL WORK SHALL BE ALLOWED FOR PLANTING THE TREES. ALL TREE HOLES MUST BE DUG BY HAND.

Compensation Summary Form (Form 4)				
Unified Stream Methodology				
for use in Virginia				
Project #	Applicant	HUC	Locality	Date
WP4-06-2581	Belvedere	2080204	Albemarle Co.	2/23/2007
Evaluators		HUC		Locality
George Rhodes, Chris Plummer		2080204		Albemarle Co.
Stream Name	Reach ID	Comp. Length (L)	Total Compensation Credit (Total CC) (Form Form 2)	
Reach 01-A Mitigation	01-A	508	153	
Reach 02-B Mitigation	02-B	543	42	
Reach 02-C Mitigation	02-C	540	47	
Reach 04-A Mitigation	04-A	1253	204	
Reach 05-A Mitigation	05-A	1038	190	
Rivanna B - Mitigation	Rivanna B	2921	174	
Totals		6778	816	

Note: Round all feet & CCs to the nearest whole number.



12017 Park Center Blvd
Suite 102, Charlottesville, VA 22901
703-937-3300
703-937-3300
10000 Park Center Blvd
Suite 102, Charlottesville, VA 22901
703-937-3300
703-937-3300

WFCG
WILLIAMSBURG
ENVIRONMENTAL
ENGINEERING, P.C.

Environmental Consultants

**PROPOSED CONDITIONS
FINAL COMPENSATORY MITIGATION PLAN
BELVEDERE
ALBEMARLE COUNTY, VIRGINIA**

NOT FOR
CONSTRUCTION

REVISION:
DATE: 08/15/2007

DRAWN BY: 4607
DESIGNED BY: 4607
DATE: 08/15/2007
CHECKED BY: 110

SHEET: 3
OF: 4

DECLARATION OF RESTRICTIONS

OF _____
(Owner)
_____ VIRGINIA

THIS DECLARATION OF RESTRICTION COVENANTS, is made this _____ day of _____, 2001, by _____ Owner.

WHEREAS, _____ is the owner of the Property more fully described on Exhibit A attached hereto; and being the same property conveyed to _____ by deed from _____ and duly recorded in the Clerk's Office of the _____ in Deed Book _____ at page _____;

WHEREAS, _____ desires to impose an add Property restrictive covenants comprising _____'s limited preserve _____ areas of said property as shown on Exhibit B and as described as _____ (e.g. "limited preserve to restrictive covenants") is primarily to be natural state as detailed below. These covenants are imposed by Owner freely and voluntarily, in order to assure that the aquatic impacts pursuant to permit # _____ shall be minimized.

NOW THEREFORE THIS DECLARATION WITNESSETH: _____ does hereby declare, covenant and agree, for himself and his successors and assigns, that said Property described as _____ shown on Exhibit B shall be hereafter held, owned, transferred, and sold subject to the following conditions and restrictions which shall run with the land and be binding on all parties and persons claiming under them.

Covenants and Restrictions.
The Property described as _____ shown on Exhibit B attached hereto shall be preserved in perpetuity in its present state, by prohibiting the following activities:

1. Destruction or alteration of the preservation area shown on Exhibit B other than those alterations authorized by the Norfolk District, U.S. Army Corps of Engineers (USACE) and/or the Virginia Department of Environmental Quality (DEQ) under Permit Number _____.
2. Construction, reconstruction or placement of any structure or fills including but not limited to buildings, mobile homes, fences, signs other than those which currently exist. (CERTAIN EXCEPTION: However, handrails, vehicle registration markers, information signs, one information sign, and required foot traffic may be placed within the

preservation area provided that any such structure permits the natural movement of water and preserves the natural contour of the ground and subject to prior written approval by the USACE and/or DEQ;

3. Ditching, draining, filling, amending, filling, excavating, grading, plowing, backhoeing, grading, drilling, picking of rock and soil debris or removing/adding logs, mud, or other materials (except as may be necessary on a case-by-case basis with prior written approval by USACE and/or DEQ);

4. Removing livestock to graze, inhabit or otherwise cause the preservation area. (Other than as aseasonally);

5. Clearing, harvesting, cutting, logging, planting, and pruning of trees and plants, or using herbicides and spraying with herbicides (except as may be necessary on a case-by-case basis with prior approval by USACE and/or DEQ);

Assignment
The covenants contained herein shall hereafter be altered in any respect without the express written approval and consent of the Owner or his successor in interest and the USACE and DEQ. The Owner or his successor may apply to the USACE and DEQ for vacation or modification of this declaration; however, after receiving three restrictive covenants may only be modified or vacated by a recorded document signed by the USACE and DEQ and the Owner or his successor in interest.

Compliance Inspection and Enforcement
The USACE, DEQ, and its authorized agents shall have the right to enter and go upon the Property to inspect the Property and take action necessary to verify compliance with these restrictive covenants. The restrictive covenants herein shall be enforceable by law proceeding at law or in equity or administrative proceeding by the USACE or DEQ, for any owner of the subject land. Furthermore, failure by any agency (or owner) to enforce any covenant or restrictive covenant herein shall in no way be deemed a waiver of the right to do so thereafter.

Severability Provisions
The provisions hereof shall be deemed individual and severable and the validity or partial invalidity or unenforceability of any one provision or any portion thereof shall not affect the validity or enforceability of any other provision thereof.

Consent of Lender and Trustee (if applicable)
Owner is the maker of a note dated _____, secured by, among other things, a deed at trust dated _____, from Owner _____, as trustee, recorded in the Clerk's Office in Deed Book _____, Page _____. For the benefit of _____ Bank (the "Deed of Trust"), _____ trustee joins herein for the sole purpose of

substantiating the time, date and priority of the Deed of Trust to these restrictive covenants. _____ Deed joins herein for the sole purpose of consenting to trustee's action.

WITNESS the following signatures the day and year first above written.

BY: _____ In Grant Partner

BY: _____

TITLE: _____

County of Virginia, City of _____ to-wit:

I, _____ a notary public for the state and city aforesaid, do certify that (None) [] These were seen and signed on _____, 2001 in the presence of the dees to the foregoing document has subscribed said document and signature before me in the city aforesaid.

Given under my hand and official seal this _____ day of _____, 2001.

Notary Public

My commission expires _____

Signature block for Bank and Trustee, if applicable.

Exhibit A

Legal description of property.

Exhibit B

The Map and for Legal description of preserved area. If Plot is overlaid and will be recorded separately, Exhibit B should contain a description that includes the reference to the Plot Book and Page number where the plot is recorded.

NOTES
THIS IS A SAMPLE OF THE DEED RESTRICTION LANGUAGE TO BE USED ON ALL OF THE PRESERVATION AND ENHANCEMENT AREAS PROPOSED WITH IN THIS MITIGATION PLAN.



NOTES AND DETAILS
FINAL COMPENSATORY MITIGATION PLAN
BELVEDERE
ALBEMARLE COUNTY, VIRGINIA

NOT FOR CONSTRUCTION!

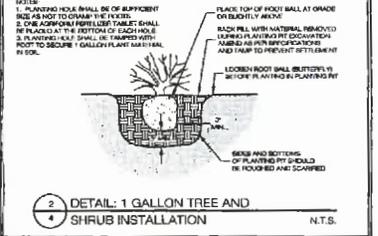
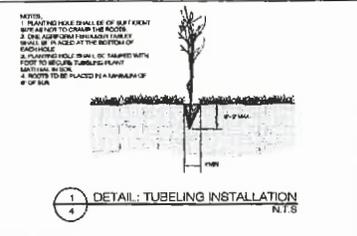
REVISED:	DATE:	BY:

DRAWN BY: CDP
DATE: 4/07
SHEET: 4 OF 4

PLANT MATERIAL LIST

LEGEND	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	INDICATOR	REMARKS
STREAM BUFFER RE-ESTABLISHMENT (4.34 ACRES)							
TREES	90	Acer rubrum	RED MAPLE	1 GALLON CONT.	10' O.C.	FAC	PLANT DENSITIES BARELY UPON 400 STEMS PER ACRE. PLANT MATERIAL SHALL HAVE FULLY DEVELOPED ROOT SYSTEMS.
	150	Aster rubrum	RED MAPLE	TUBELING	10' O.C.	FAC	
	107	Fraxinus pennsylvanica	GREEN ASH	1 GALLON CONT.	10' O.C.	FACW	1-GALLON PLANT MATERIAL SHALL BE A MINIMUM OF 80% TERN (18 INCHES IN HEIGHT, SPACE 10' ON CENTER).
	160	Fraxinus pennsylvanica	GREEN ASH	TUBELING	10' O.C.	FACW	
	107	Lindocordis lupulina	TULIP POPLAR	1 GALLON CONT.	10' O.C.	FACU	
	160	Lindocordis lupulina	TULIP POPLAR	TUBELING	10' O.C.	FACU	
	107	Platanus occidentalis	SYCAMORE	1 GALLON CONT.	10' O.C.	FACW	
	160	Platanus occidentalis	TUBELING	10' O.C.	FACW		
	90	Quercus bicolor	SWAMP WHITE OAK	1 GALLON CONT.	10' O.C.	FACW	
	150	Quercus bicolor	SWAMP WHITE OAK	TUBELING	10' O.C.	FACW	
	90	Quercus rubra	RED OAK	1 GALLON CONT.	10' O.C.	FACU	
	150	Quercus rubra	RED OAK	TUBELING	10' O.C.	FACU	
SHRUBS	100	Viburnum dentatum	ARROWWOOD VIBURNUM	1 GALLON/TUBELING	3'-2' O.C. MAX	FACW	PLANT MATERIAL SHALL HAVE FULLY DEVELOPED ROOT SYSTEMS. 1-GALLON PLANT MATERIAL SHALL BE A MINIMUM OF 80% TERN (18 INCHES IN HEIGHT, SPACE 3'-2' ON CENTER).
	100	Viburnum prunifolium	BLACK HAW VIBURNUM	1 GALLON/TUBELING	3'-5' O.C. MAX	FACW	

1. SUBSTITUTIONS FOR SELECTED SPECIES AND/OR SIZE MUST BE SUBMITTED IN WRITING TO WILLIAMSBURG ENVIRONMENTAL GROUP, INC.
2. ANY CHANGES TO THE PLANTING COORDINATES MUST ALSO BE SUBMITTED TO DEQ FOR APPROVAL.
3. ALTERNATE PLANT SPECIES THAT MAY BE USED IN LIEU OF THE PLANT MATERIALS ON THIS LIST ARE AS FOLLOWS:
TREES: PIN OAK (Quercus prinus), WHITE OAK (Quercus alba), RED BIRCH (Betula nigra)
SHRUBS: BURNING BUSH (Euonymus alatus), SPICEBUSH (Lonicera spicata), EASTERN REDBUD (Cercis canadensis)



ABATEMENT PLAN FOR UNDESIRABLE SPECIES:

UNDESIRABLE PLANT SPECIES WILL BE CONTROLLED SUCH THAT THEY ARE NOT DOMINANT SPECIES OR DO NOT CHANGE THE DESIRED COMMUNITY STRUCTURE. IF THE BUFFER ENHANCEMENT AREAS ARE COMPRISED OF UNDESIRABLE PLANT SPECIES GREATER THAN 5% OF THE VEGETATION BY AERIAL COVERAGES, THEN INVESTIGATION MEASURES WILL BE INITIATED. UNDESIRABLE PLANT SPECIES ARE TYPICALLY SPECIFIED IN THE INVASIVE ALIEN SPECIES OF VIRGINIA (DEPARTMENT OF CONSERVATION AND RECREATION - DIVISION OF NATURAL HERITAGE AND THE VIRGINIA NATIVE PLANT SOCIETY, AUGUST 2001). THE APPLICANT WILL WORK WITH THE VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) TO SELECT THE MOST COST EFFECTIVE AND EFFICIENT METHODS OF RESOLVING THE PROBLEM. THE LIST MAY BE ACCESSIBLE VIA THE INTERNET AT <http://www.dcr.state.va.us/nv/invlist.pdf>.

FINAL MONITORING PLAN

THE PROPOSED MONITORING MEASURES ESTABLISH THE BASIS TO EVALUATE THE RELATIVE SUCCESS OF THE PROPOSED MITIGATION.

- SUCCESS CRITERIA:**
SUCCESS CRITERIA SHALL BE QUANTIFIED THROUGH THE SURVIVAL AND SUCCESS OF INSTALLED AND VOLUNTARY WOODY VEGETATION. A MINIMUM WOODY STEM DENSITY OF 400 STEMS/ACRE MUST BE ACHIEVED IN EACH PROPOSED ENHANCEMENT AREA.
- MONITORING:**
PHOTOGRAPHS SHALL BE TAKEN FROM PERMANENT PHOTO STATIONS IDENTIFIED ON THE FINAL MITIGATION PLAN. THE PHOTOGRAPH ORIENTATION SHALL REMAIN CONSTANT DURING ALL MONITORING EVENTS.
- PHOTOGRAPHS SHALL BE TAKEN:
• PRIOR TO COMPENSATION ACTIVITIES.
• DURING COMPENSATION ACTIVITIES.
• WITHIN ONE WEEK OF COMPLETION OF COMPENSATION ACTIVITIES, AND
• IN AUGUST OR SEPTEMBER OF EACH MONITORING YEAR.

COMPENSATION SITE MONITORING SHALL BEGIN DAY ONE OF THE FIRST COMPLETE GROWING SEASON (MONITORING YEAR 1) AFTER COMPENSATION SITE CONSTRUCTION ACTIVITIES, INCLUDING PLANTING, ARE COMPLETED.

MONITORING SHALL BE REQUIRED FOR MONITORING YEARS 1 AND 2, UNLESS OTHERWISE DETERMINED BY DEQ. IN ALL CASES, IF ALL SUCCESS CRITERIA HAVE NOT BEEN MET IN THE FINAL MONITORING YEAR, THEN MONITORING SHALL BE REQUIRED FOR EACH CONSECUTIVE YEAR UNTIL TWO ANNUAL BIENNIAL REPORTS INDICATE THAT ALL CRITERIA HAVE BEEN SUCCESSFULLY SATISFIED.

VEGETATION MONITORING SHALL TAKE PLACE IN AUGUST OR SEPTEMBER, DURING THE GROWING SEASON OF EACH MONITORING YEAR. RANDOM SAMPLE PLOTS WILL BE CONDUCTED ON A RATIO OF ONE (1) PLOT PER ACRE, PLOTS BEING 97.5 FEET IN DIAMETER. A TOTAL OF FIVE (5) VEGETATION MONITORING PLOTS ARE PROPOSED, OF WHICH ONE WILL BE LOCATED IN THE PROPOSED AREA.

- REPORTS:**
- ALL STREAM COMPENSATION MONITORING REPORTS SHALL INCLUDE, AS APPLICABLE:
• GENERAL DESCRIPTION OF THE SITE INCLUDING A SITE LOCATION MAP WITH PHOTO STATIONS AND MONITORING STATIONS.
• SUMMARY OF ACTIVITIES COMPLETED DURING THE MONITORING YEAR, INCLUDING ALTERATIONS OR MAINTENANCE CONDUCTED AT THE SITE.
• DESCRIPTION OF MONITORING METHODS.
• AN EVALUATION AND DISCUSSION OF THE MONITORING RESULTS IN RELATION TO THE SUCCESS CRITERIA AND OVERALL GOALS OF COMPENSATION.
• PHOTOGRAPHS SHALL BE LABELED WITH THE PERMIT NUMBER, NAME OF THE COMPENSATION SITE, THE PHOTO STATION NUMBER, THE PHOTOGRAPH ORIENTATION, DATE AND TIME OF THE PHOTOGRAPH, NAME OF THE PERSON WHOSE THE PHOTOGRAPH, AND A BRIEF DESCRIPTION OF THE PHOTOGRAPH SUBJECT. PHOTOGRAPHS TAKEN PRIOR TO COMPENSATION, DURING COMPENSATION ACTIVITIES, AND AT COMPLETION OF ACTIVITIES SHALL BE INCLUDED IN THE FIRST MONITORING REPORT.
• A SUMMARY OF UNDESIRABLE PLANT SPECIES AND SUMMARY OF ABATEMENT AND CONTROL MEASURES.
• A SUMMARY OF WILDLIFE OR SIGNS OF WILDLIFE OBSERVED AT THE COMPENSATION SITE.
• A COMPARISON OF SITE CONDITIONS FROM THE PREVIOUS MONITORING YEAR.
• A CORRECTIVE ACTION PLAN, IF REQUIRED, WHICH INCLUDES PROPOSED ACTIVITIES, A SCHEDULE AND MONITORING PLAN.
- MONITORING REPORTS SHALL BE SUBMITTED TO THE VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) BY DECEMBER 31 OF EACH MONITORING YEAR.

TYPICAL PLANT SPACING ARRANGEMENT

