

US EPA ARCHIVE DOCUMENT

**Submission Information
Regulations Governing Management
Of
Coal Combustion By-Products
9 VAC 20-85**

For:

**Etheridge Greens Golf Course
Chesapeake, Virginia**

Prepared by:

**Combustion Products Management,
Inc.
Chesapeake, Virginia**

March 7, 2002

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1. Project Description

Etheridge Greens Golf Course is a proposed links-style golf course that is being planned, developed, owned, and will be operated by Combustion Products Management ("CPM") Virginia LLC in Chesapeake, Virginia. Situated on a 220-acre site at the corner of Centerville Turnpike and Whittamore Road, the championship length 18-hole course will also include a driving range, full-service clubhouse, and pro shop. The links style course will utilize mounds, fairway bunkers, greenside bunkers, rough, and two lakes to recreate the feel of an old Scottish golf course.

CPM will utilize coal combustion by-products ("CCB") amended with a cementitious binder as an engineered fill material on the course, achieving enhanced topographical interest for the players. Great care will be taken in placing the fill material to achieve maximum compaction at optimum moisture so that the proposed contours are created accurately and maintain their shape under course management and mowing. Full-time construction supervision combined with third-party quality control will provide the necessary assurance that the project is constructed in an environmentally sound manner.

Mr. Robert DiBerardinis, CPM's National Director of Golf Development, moved to Chesapeake in 2000 to oversee all phases of the project, from site selection through course operation. Mr. DiBerardinis is a registered PGA Golf Professional, with many years of golf course design and management experience. By living in Chesapeake, Mr. DiBerardinis gives his assurance that all phases of the project, from construction through operation, will meet the highest standards and have a positive impact on the community.

The CCB's will be from the daily operation and existing disposal area of Dominion's Chesapeake Energy Center in Chesapeake, Virginia. The cementitious binder and water will be added to the CCB's in a pugmill at the power plant prior to hauling to the golf course site. Once received at the golf course site, the amended material will be quickly graded into place and rolled to achieve compaction. No stockpiling of CCB at the project site is expected. It is anticipated that the Etheridge Greens Golf Course will utilize approximately 1.5 million tons of amended CCB's over the life of the project.

A "Site Vicinity Map" (Attachment No. 1), "Topo Map" (Attachment No. 2), "Soil Map" (Attachment No. 3), and "Property Control Documents" (Attachment No. 4) are included.

2. Description of CCB Utilized

All CCB's utilized in the construction of the Etheridge Greens Golf Course will come from Dominion's Chesapeake Energy Center. Fly ash from daily production silos, and fly ash commingled with small amounts of bottom ash will be excavated from the existing plant disposal area for use as pugmill feed at the plant. The cementitious binder will be stored in a silo at the plant for use in the pugmilling operation. The Etheridge Greens Golf Course will not manage any CCB's that contain any constituent at a level exceeding those shown in Table I of the regulations.

TCLP test results are included for both the fly ash (Attachment No. 5) and bottom ash (Attachment No. 6) from the Chesapeake Energy Center.

3. Construction Schedule

Construction activities are anticipated to begin at the site in March, 2002, with first ash placement beginning March 25, 2002. It is hoped to have the driving range open for public use by mid-2004 to create public interest in the course. The first nine holes are scheduled to open in 2005, with the entire course completed by the end of 2006.

4. City of Chesapeake Approvals

CPM approached the City of Chesapeake about the construction of this project in early 2001. After site selection, a public meeting was held on March 27, 2001, to invite comment and participation from nearby citizens, and City of Chesapeake and local VDEQ officials. A second public meeting was held with the City of Chesapeake Planning Commission on April 11, 2001. On June 20, 2001, the Chesapeake City Council voted unanimously to approve the Etheridge Greens Golf Course project.

A signed "Local Government Ordinance Certification" and the minutes from the June 20, 2001 City Council meeting are included as Attachment No. 7.

5. Design and Construction Standards

A. Locational Restrictions

The following locational restrictions were used for determining the placement areas of CCB's on the site:

- 1) Not in areas subject to base floods.
- 2) With a vertical separation between the CCB and maximum seasonal water table or bedrock of minimum 2'-0". McCallum Testing Laboratories, Inc. performed a series of twelve (12) test borings on the site during March 14-16, 2001, to determine the water table location during the wettest season of the year. A "Base Grading Plan," Attachment No. 17, was developed based upon the results of these borings to maintain a minimum 2'-0" vertical separation.
- 3) Not closer than 100 feet of any perennial stream.
- 4) Not closer than 100 feet of any existing water well.
- 5) Not closer than 25 feet of any bedrock outcrop.
- 6) Not closer than 100 feet of any sinkhole.
- 7) Not within 25 feet of any property boundary.
- 8) Not within any wetlands, unless applicable federal, state and local permits are obtained. On November 1, 2001, the Corps of Engineers visited the site and determined that approximately 750 feet of channelized stream located on the southeastern portion of the site, and 330 feet of channelized stream located on the northeastern portion of the site qualify as waters of the United States. These areas are not being disturbed, and therefore no permitting is necessary. A letter from the Corps of Engineers dated November 5, 2001, is included as Attachment No. 8.
- 9) On the site of an active or inactive dump, unpermitted landfill, lagoon, or similar facility, even if such facility is closed.

A letter from a professional engineer licensed to practice by the Commonwealth of Virginia certifying that the Etheridge Greens Golf Course project meets these locational restrictions is included as Attachment No. 9. A letter from a professional engineer licensed to practice by the Commonwealth of Virginia certifying that the project meets the design standards of the regulations is included as Attachment 10.

B. Survey Benchmark

A survey benchmark was located by Hassell & Folkes, PC at the corner of Centerville Turnpike and Whittamore Road, and is noted on Attachment No. 16, "Topographic Survey."

C. Endangered Species

The Virginia Department of Conservation and Recreation's Division of Natural Heritage (DCR) researched its Biological and Conservation Data System (BCD), and found that the canebrake rattlesnake had been documented within 0.25 miles of the Etheridge Greens Golf Course site. A site visit was performed by the Virginia Department of Game and Inland Fisheries (VGDIF) in November, 2001, and they found no appropriate habitat for and do not anticipate significant adverse impact on the canebrake rattlesnake.

A copy of the VGDIF response dated December 3, 2001, is included as Attachment No. 12.

6. Operational Plan

A. Fugitive Dusting

Care must be taken to avoid creating fugitive dust at the site so that it does not constitute a nuisance or hazard. The following steps will be taken to reduce and/or eliminate fugitive dusting:

- 1) CCB's will be conditioned with water close to the optimum moisture level at the power plant site before being placed in the dumptruck for transport.
- 2) The transport dumptrucks have tarping which completely covers the truck bed.
- 3) As the transport dumptrucks arrive on the site and deposit the CCB's, a bulldozer quickly rough grades the material to avoid having piles on the active area.
- 4) The ash is compacted with a smooth-drum roller to achieve a tight surface.
- 5) A 4500 gallon water truck is available on site at all times to water all haul roads and add moisture (as needed) to the CCB's to achieve compaction.
- 6) Water for the water truck is available from site wells and lakes.
- 7) At the end of each working day the CCB's are compacted with a smooth-drum roller to have a tight surface which inhibits the creation of fugitive dusting.
- 8) The CCB working surface can be no more than 4 acres.
- 9) As the CCB's reach final grade, they will be soil covered within 7 days.
- 10) Soil covering will be seeded as soon as possible to create a vegetation layer.
- 11) Soil cover material will be excavated from on-site materials.
- 12) Site haul roads will be covered with an aggregate to reduce dusting.

In the event fugitive dusting becomes a nuisance problem on the project, the following contingency measures will be taken:

- 1) Add an additional water truck to provide extra coverage on haul roads and the active placement area.
- 2) Reduce the amount of exposed CCB's in the active working area.
- 3) Suspend or reduce work during high wind periods.
- 4) Install irrigation sprinklers to water active working area.

B. Tracking of Mud

The CCB's will be transported from the plant to the Etheridge Greens Golf Course site by dumptruck. All trucks will limit their loads to prevent spillage of the sides of the beds. Truck tailgates will be sufficiently tight to prevent loss of material during travel. At the site, the tracking of mud onto public roads shall be controlled by the uses of a gravel construction entrance as detailed in the attached Erosion and Sedimentation Plans. The site water truck will be used as necessary to wash the road and construction entrance.

C. Nuisance Noise

CPM realizes that the Etheridge Greens Golf Course project is situated within a rural/residential area. To reduce the amount of nuisance noise present to the site neighbors, the perimeter berms will be constructed first, covered and vegetated to reduce the transmission of noise from the construction area to the surrounding homes. Construction will be limited to normal working hours, typically Monday to Friday from 7:00 AM to 5:00 PM, to avoid disturbing neighboring homes as much as possible.

D. Placement Standards

CCB's shall be placed in accordance with the following standards:

- 1) All fill placed in 12" loose lifts and compacted as soon after placement as possible.
- 2) Fill shall be compacted to at least 95% maximum dry density as determined by the Standard Proctor (ASTM D698).
- 3) Field compaction tests shall be taken for each 5,000 cubic yards placed.

Refer to the "Construction Quality Assurance Plan" for the Etheridge Greens Golf Course, included as Attachment No. 13, for a more thorough plan of construction assurance.

E. Stormwater

Run-on consists of any stormwater from areas outside the CCB fill site, which if left uncontrolled would flow onto the fill site. It is essential that run-on waters be prevented from entering the CCB site by the use of ditches and/or berms. These ditches and/or berms shall be installed at any location where stormwater may flow onto a CCB placement area, and are designed to route the anticipated flow from a 25-year, 24-hours storm event away from the CCB site.

Run-off consists of stormwater that falls directly onto the active CCB fill area, and is routed over the fill to a stormwater control device(s). Run-off must be controlled properly to prevent the erosion of the CCB's or earthen fills, and to protect the quality of nearby surface waters. Run-off is controlled by the proper sloping of the fill areas and the use of sedimentation and erosion control devices such as silt fencing and rock check dams. All active CCB fill areas shall be graded to a minimum top slope of 2% and a maximum top slope of 5%, with finished side slopes no steeper than 33%. During placement operations, the CCB's shall be graded smoothly to provide for sheet flow of run-off water which shall be collected in sedimentation ponds for use in compaction or the control of fugitive dusting.

An integral part of an effective stormwater control program is the use of periodic inspections. All inspections shall be the responsibility of CPM's Site Manager. The proper placement, compaction, and grading of the CCB fills must be examined daily. All stormwater control devices shall be inspected at least once every fourteen-calendar days and within 48 hours of the end of a storm event that is 0.5 inches or greater. Ditches shall be inspected for signs of erosion, inadequate flow, and ponded water. Dikes shall be inspected for erosion, sloughing, breaching, and signs of overflow. Silt fencing should be inspected for breaks, tears, filling with sediment, and deterioration of the fabric. Ponds shall be inspected to ensure adequate storage capacity remains for future storm events. Any problems found during these inspections shall be corrected within seven days of the inspection.

A more complete program for stormwater control is included in the approved "VPDES General Permit for Storm Water Discharges from Construction Sites, Number VAR450741" dated February 13, 2002, for the site (Attachment No. 11).

E. Erosion and Sediment Control

The Etheridge Greens Golf Course has been designed in accordance with the Virginia Sedimentation and Erosion Control Regulations and the City of Chesapeake regulations. A "Sedimentation and Erosion Control Plan" for the site has been approved by the City of Chesapeake, included as Attachment No. 15. All construction shall be done in accordance with this approved plan, and no earthwork operations shall commence prior to the installation of these measures.

7. Closure Plan

A. Introduction

The CPM Site Manager shall be responsible for all operational aspects of the facility in accordance with the provisions of this plan, and a copy of this plan shall be kept on site at all times. Refer to Attachment No. 18, "Closure Plan," for a detailed view of the final cover grades.

B. Cover Placement

Prior to placement of CCB fill at the site, soils shall be excavated and stockpiled to provide adequate cover material. Additional cover material, if required, is available on the site and may be excavated from other areas within the site. Upon completion of CCB placement and compaction, a 12" earthen infiltration layer will be placed directly above the CCB fill, followed by a 12" earthen erosion control layer capable of sustaining the growth of indigenous plants and grasses. After the erosion control layer is in place, the entire fill area will be seeded in accordance with the approved Erosion and Sediment Control Plan.

Protection will be provided to maintain the integrity of the final covered areas, including controlling motorized access to the site. The CPM Site Manager shall inspect the final cover monthly for signs of erosion or deterioration, and shall make repairs promptly.

C. Survey Plat

A survey plat of the Etheridge Greens Golf Course shall be prepared by a professional land surveyor registered in the Commonwealth of Virginia. The plat shall contain a note prominently displayed which restricts the owner's or operator's future obligation to restrict disturbance of the site. The note shall be worded as follows:

NOTE: This property has been constructed by the use of coal combustion by-products as a structural fill product. Virginia Regulation 9 VAC 20-85-120 contains a restriction on the disturbance of the final cover placed on the property unless the disturbance is for the purpose of constructing buildings, paved roadways, paved parking surfaces, paved walkways and sidewalks, or other similar structures.

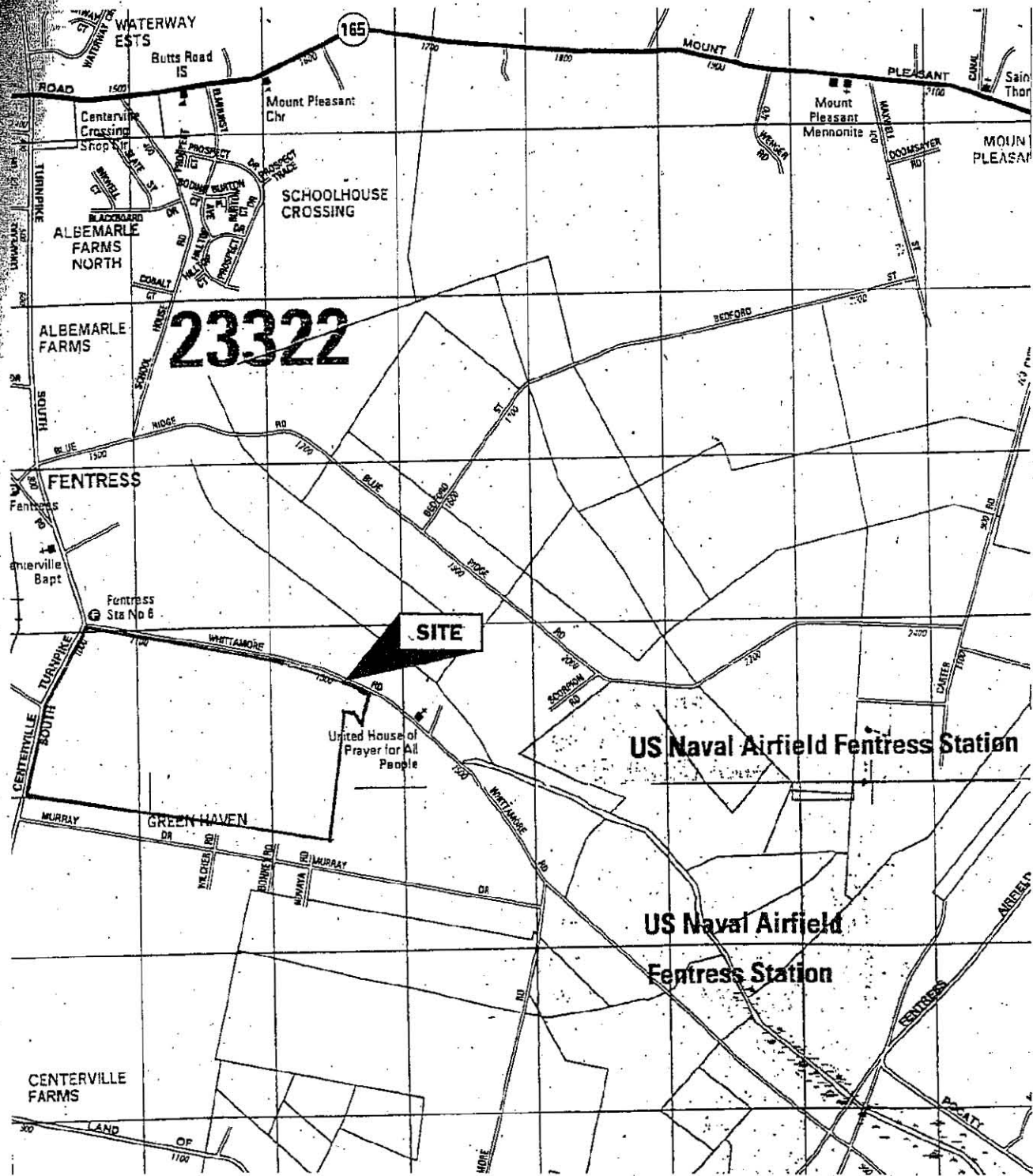
This survey plat shall be submitted to the local land recording authority within 90 days after the placement of the final cover is complete.

D. - Statement of Completion

Upon completion of placement of the final cover, a registered Professional Engineer licensed to practice in the Commonwealth of Virginia shall inspect the Etheridge Greens Golf Course for compliance with the operational and closure requirements of 9 VAC 20-85-90 through 140. Any noted deficiencies shall be corrected immediately. Said engineer shall then make a signed statement to the Virginia Department of Environmental Quality within 90 days of placement of the final cover that construction has been completed and cover placed in accordance with design plans.

8. Site Access Authorization

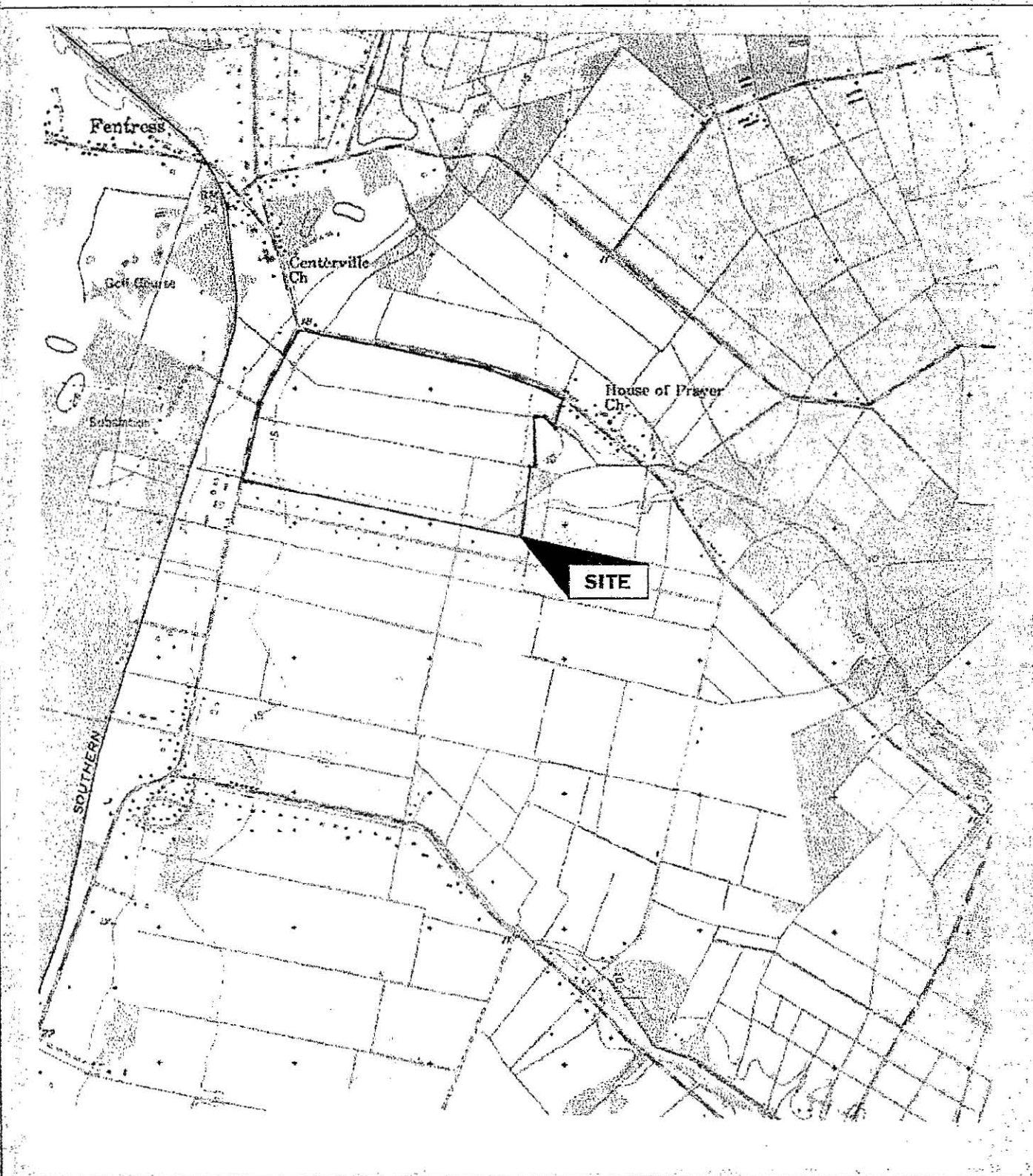
Combustion Products Management ("CPM") Virginia LLC, as owner and operator of the proposed Etheridge Greens Golf Course facility in Chesapeake, Virginia, allows authorized representatives of the Commonwealth of Virginia, upon presentation of appropriate credentials, access to areas in which the activities covered by Virginia Regulation 9 VAC 20-85 will be, are being, or have been conducted to ensure compliance. This authorization letter is included as Attachment No. 14.



**STOKES
ENVIRONMENTAL
ASSOCIATES, LTD.**

SITE VICINITY MAP

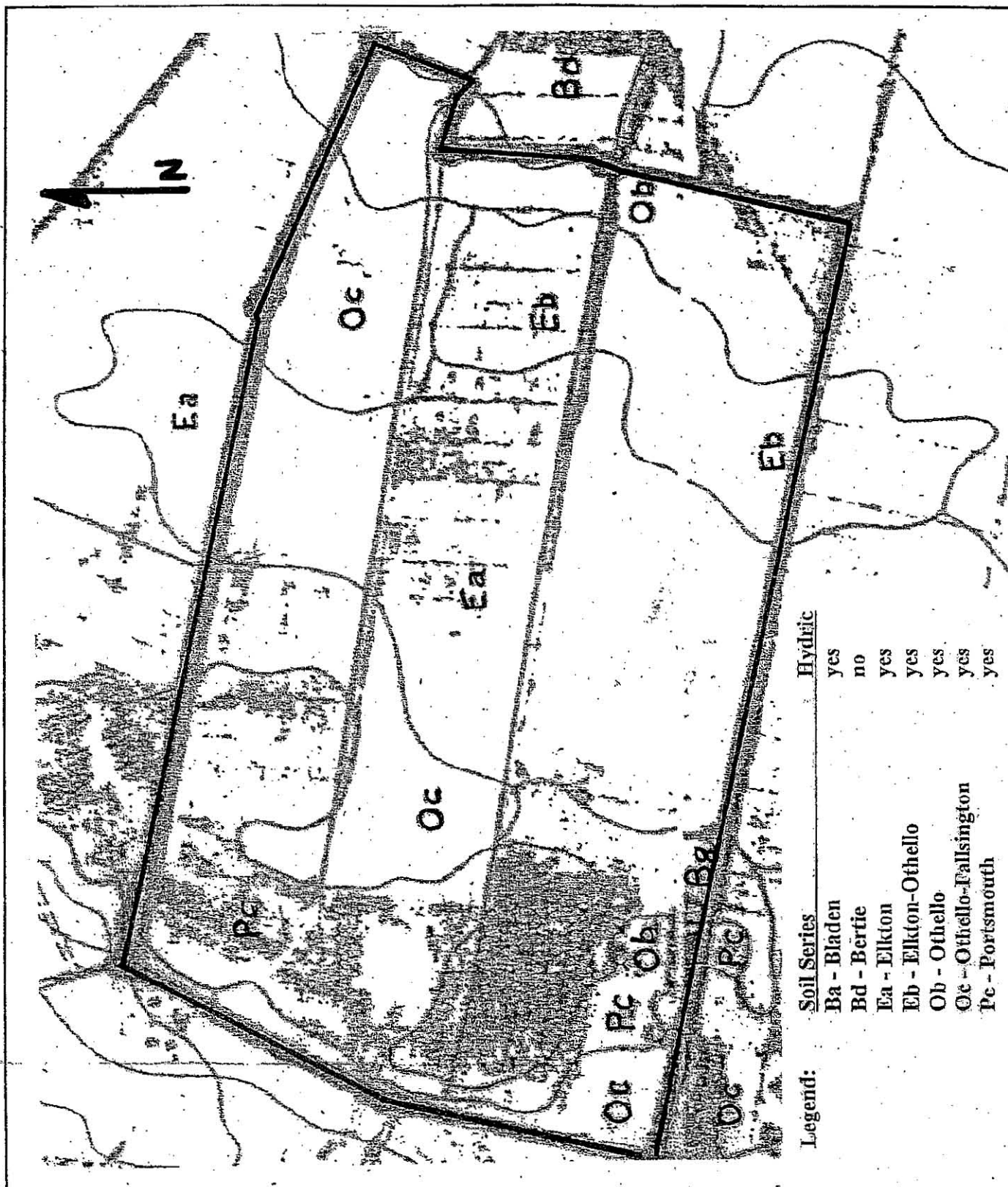
Project Name: Etheridge Greens Site
 Project Number: SEA 01-1359.3
 Date: 2000
 Scale: 1" = 2,000'
 Source: ADR of Alexandria, Greater Hampton Roads Street Map



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TOPOGRAPHIC MAP

Project Name: Etheridge Greens Site
 Project Number: SEA 01-1359.3
 Date: 1954; photorevised 1986
 Scale: 1" = 2,000'
 Source: USGS Topographic Quadrangle Map, Fentress
 7.5 minute series



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SOIL MAP

(Soil Survey Map)

Project Name: Etheridge Greens Site

Project Number: SEA 01-1359.3

Date: 1959

Scale: 1" = 330'

Source: USDA, Soil Conservation Service, Norfolk County,
Virginia

PURCHASE AGREEMENT

THIS AGREEMENT is made as of the ____ day of January, 2001 by and between WEAVER FERTILIZER COMPANY, INC. ("Seller"); and COMBUSTION PRODUCTS MANAGEMENT, INC, or assigns ("Purchaser"), collectively the "Parties", and individually, a "Party".

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and agreements hereinafter set forth the parties hereto do hereby agree as follows:

1. Sale. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, on the terms and conditions herein provided, all that certain parcel of land, containing approximately 210 acres, located at the corner of Centerville Turnpike and Whittamore Road, east of Centerville Turnpike and south of Whittamore Road, in the City of Chesapeake, Virginia., together with all rights, easements, reversions, privileges and appurtenances relating thereto (collectively, the "Property"), including without limitation, all of Seller's right, title and interest in and to adjacent streets, alleys, rights of way and easements appurtenant thereto, which parcel of land is shown outlined in red on a planametric attached hereto as Exhibit A, initialed by Seller and Purchaser for purposes of identification and by this reference made a part hereof. The exact legal description of Property shall be as shown on a subdivision plat or deed to be provided by Purchaser.

2. Purchase Price.

(a) The total purchase price ("Purchase Price") for the Property shall be the amount of

(1) The sum of Five thousand dollars (\$5,000) used to option the property shall be paid by the seller to Pioneer Title as escrow agent (the "Escrow Agent"), upon receipt by Purchaser of a fully executed copy of this Agreement. Upon receipt, Escrow Agent shall deposit said sum in an interest bearing account and shall hold and apply said sum and all interest thereon (collectively, the "Deposit") in accordance with the provisions of subparagraph 2(b); and

(2) The balance of the Purchase Price (subject to closing adjustments) shall be payable on the Closing Date (as defined below).

(b) The Deposit shall be applied toward payment of the Purchase Price on the Closing Date, unless otherwise disbursed in accordance with the terms of the Agreement.

3. Inspection Period

(a) During the period (the "Inspection Period") commencing on the date Purchaser receives a fully executed copy of this Agreement and terminating at 5:00 p.m. on July 31, 2001, Purchaser, its agents, contractors, engineers, surveyors, attorneys, representatives and employees shall have a revocable license to enter upon the Property to conduct and make any and all studies, tests, examinations, inspections and investigations of or concerning the Property (including, without limitation, engineering studies, soil tests, surveys, including topographical surveys and environmental audits) and to confirm any and all matters which Purchaser may desire to confirm with respect to the Property. Any access or inspection shall be conducted in such a manner as to not damage the Property of crops located on the Property. Furthermore, Purchaser agrees to indemnify and hold Seller harmless for any damage to the Property or any claim which results from the Purchaser's access to the Property, including, but not limited to, reasonable attorney's fee and expenses.

(b) If the results of any of the matters referred to in subparagraph (a) above are unsatisfactory to Purchaser for any reason, in the Purchaser's sole and absolute discretion, or if Purchaser determines in its sole and absolute discretion that the Property is not suitable for its intended development or that such development is not economically feasible, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller, in which event this Agreement shall terminate and be of no further force or effect and neither party shall have any further rights, obligations or liabilities under this Agreement, except that the Escrow Agent shall promptly return the deposit to Purchaser and repair any damage to the Property.

4. Contingency Period. As a condition precedent to Purchaser's obligation to consummate the purchase of the Property under this Agreement, Purchaser shall have obtained, on or before October 31, 2001 (the "Contingency Period"): (1) all zoning, rezoning, use permits, conditional use permits, licenses, permits, approvals and consents, including, without limitation, site plan approvals and building permits, necessary or desirable in Purchaser's sole opinion, for Purchaser's development of a golf course and related and associated facilities (the "Project"); (2) Seller and Purchaser shall have obtained any permits, license, approvals, together with acceptable public access and utilities and private utilities in the sole discretion of Purchaser; and (3) Purchaser shall have obtained a signed contract with Virginia Power relating to utilization of their material for construction. In the event that in Purchaser's sole discretion any of the foregoing conditions are not satisfied prior to the expiration of the Contingency Period, Purchaser shall have the right, in its sole discretion, to either: (i) terminate this Agreement by giving written notice to Seller, in which event this Agreement shall terminate and be of no further force of effect, and neither party shall have any further rights, obligations or liabilities under this Agreement, except that Escrow Agent shall promptly return the Deposit to Purchaser, or (ii) extend the Closing Date (as defined below) by an additional 90 days in order to attempt to obtain satisfaction of the foregoing conditions (the "Extension Period"). In the event Purchaser elects to extend the Contingency Period, it shall pay seller the sum of \$25,000 ("Extension Fee"), which is non-refundable. In the event Purchaser elects to Purchase the Property, Seller shall credit the Extension Fee towards the Purchase Price. In the event that in Purchaser's sole discretion any of the foregoing conditions are not satisfied prior to the expiration of the Extension Period, Purchaser shall have the right to terminate this Agreement by giving written

notice to Seller, in which event this Agreement shall terminate and be of no further force of effect, and neither party, except as provided herein, shall have any further rights, obligations or liabilities under this Agreement, except that Escrow Agent shall promptly return the Deposit to Purchaser. Seller shall retain the Extension Fee upon termination pursuant to this Paragraph and Purchaser shall pay for Seller any roll-back taxes triggered as a result of Purchaser's activities, and Purchaser shall transfer to seller any and all rights to engineering, surveys, environmental, economic feasibility, appraisals or other plans prepared by or for the Purchaser and which relate to the Property and the Project.

5. Closing. Unless this Agreement is terminated by Purchaser in accordance with the provisions hereof, the consummation of the sale and purchase of the Property (the "Closing") shall be held at the offices of Pioneer Title upon the earlier to occur of (i) thirty (30) days after the expiration of the Contingency Period, and (ii) the date specified by Purchaser in a written notice given to Seller at least ten (10) days prior to the specified date (the "Closing Date"); provided, unless waived by Purchaser, that (1) title is consistent with Paragraph 8 of this Agreement, (2) all representations and warranties of Seller contained in the Agreement are true and correct in all material respects, (3) all other conditions precedent to Purchaser's obligations under this Agreement have been satisfied in form and substance acceptable to Purchaser or waived pursuant to this Agreement, and (4) Seller has performed all its other obligations under this Agreement.

6. Conveyance and Permitted Exceptions. On the Closing Date, Seller shall convey to Purchaser good and marketable fee simple title to the Property by a recordable general warranty deed (the "Deed") with English covenants of title, subject only to the Permitted Exceptions (as defined in Paragraph 8 below).

7. Initial Documents to be Furnished to Purchaser. Within ten (10) days after the date of execution of this Agreement by Seller, shall furnish to Purchaser : true, complete and correct copies of the last ascertainable real estate tax bills for the Property;

(a)

8. Purchaser's Objection to Title: Defects in Title. In the event, at any time prior to sixty (60) days after the date of this Agreement (the "Title Examination Deadline"), Purchaser delivers to Seller its written objections to any exceptions or conditions to title contained in a title binder or commitment (the "Title Binder") for the Property obtained by Purchaser from a title company (the "Title Company") or any matters ("Survey Matters") disclosed by a survey (the "Survey") of the Property which materially impact the marketability of the Property or use for the Project and the title company will not insure over or delete the exception. Seller shall, within a period of thirty (30) days, use reasonable efforts to correct or remove such title defect, exception or condition to which Purchaser objected. In the event Seller is unable to reasonably correct or remove such title defect, exception or condition within thirty (30) days or without incurring expenses which exceed the amount of the Deposit and to cause the Title Company to delete such exceptions to title and to issue such endorsement, Purchaser, at Purchaser's option may elect to (I) terminate this Agreement, in which event the Escrow Agent shall promptly

return the Deposit to Purchaser, or (ii) accept the condition of title to the Property and the Title Binder with such endorsements as then exist. Any matter of record or an exception or conditions to title listed in the Title binder which are not objected to by Purchaser, in writing, prior to the Title Examination Deadline shall constitute "Permitted Exceptions." Notwithstanding anything else herein to the contrary, the existence and limitation of air rights over the Property, and the oral lease agreement to the farm the Property is considered a Permitted Exception

9. Title Insurance Policy. At the Closing, the Title Company shall issue to Purchaser

and ALTA Form B extended coverage owner's title insurance policy (the "Title Policy") insuring title to the Property in favor of Purchaser in the amount of the Purchase Price. The Title Policy shall insure good, marketable and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions. Purchaser shall have the right to require such endorsements to the Title Policy as Purchaser may desire and in form and substance acceptable to Purchaser including without limitation, an endorsement insuring over or deleting the standard printed exceptions to be contained in the Title Policy, an ALTA 3.1 broad form zoning endorsement, an ALTA comprehensive endorsement, and a survey endorsement. The costs and expenses of the Title Policy shall be paid by Purchaser. In the event the Title Company has not agreed to provide the requested endorsements to the Purchaser on or before the Title Examination Deadline, the Purchaser shall be deemed to have accepted the coverage described in the title binder issued by the Title Company.

10. Obligations of Seller Prior to Closing. During the period commencing on the date of this Agreement and ending on the Closing Date, Seller:

(a) shall not enter into any lease, use or occupancy agreement, mortgage, easement, covenant, condition, restriction or other agreement, document or instrument respecting all or any portion of the Property, except for the existing oral lease for the farming of the Property, without the prior written consent of Purchaser which shall not be unreasonably withheld, delayed or conditioned ;

(b) shall not seek the alteration, modification, amendment, termination and/or lapse of any zoning ordinance, permit or other instrument or document respecting all or any portion of the Property, without the prior written consent of Purchaser;

(c) shall not create, grant or accept any option to purchase, right of first refusal, installment sale agreement or other sale agreement other agreement for the leasing or sale of all or any portion of the Property unless contingent upon the termination of this Agreement;

(d) shall not create or suffer any right, claim, lien or encumbrance on all or any portion of the Property except for accrued and unbilled tax obligations or obligations that cannot be satisfied on the Closing Date from the Purchase Price;

shall satisfy or bond off any obligation which could give rise to a mechanics' or material men's lien;

(e) shall pay when due all legitimate real estate and other taxes and all other charges relating to the Property;

(f) shall make all payments when due and keep, perform and observe all provisions with respect to any existing loan affecting the Property or any portion thereof;

(g) shall maintain the Property in material compliance with all applicable laws, statutes, ordinances, rules and regulations;

(i) shall promptly furnish to Purchaser a copy of each notice of proposed assessment and each notice of any proposed action under or violation of any law, statute, ordinance, rule or regulation affecting all or any portion of the Property; and

(j) upon the request of Purchaser, at any time and from time to time, shall perform all reasonable actions which Purchaser may deem necessary or appropriate, including without limitations, the signing of applications and consents for variances, use permits, rezoning, subdivisions, and preliminary and final site plan approvals with the municipal authority.

11. Documents and Instruments to be Furnished by Seller. Seller shall furnish Purchaser the following documents, each of which shall be in form and substance reasonable satisfactory to Purchaser's counsel and copies of which shall have been provided to Purchaser's counsel for review at least five (5) business days prior to the Closing Date:

(a) The Deed;

(b) A Certification of Non-Foreign Status conforming with the requirements of Section 1445 of the Internal Revenue Code;

(c) An ALTA Statement and Affidavit of Title in customary form executed by Seller showing no exceptions to title other than Permitted Exceptions; and

(d) Any and all other documentation and opinions of Seller's counsel reasonably required by Purchaser's counsel, lender, and/or the title insurance company to consummate Purchaser's acquisition of the Property and issuance of the Title Policy to Purchaser provided, however, the Seller's counsel shall have no obligation to provide any opinion as to matters of title survey, zoning, access to utilities or other matters which are or could be covered by Title Insurance and the survey

12. Purchaser's Obligations. Provided that Seller performs all of Seller's obligations

under this Agreement, and all conditions described in Paragraphs 4 and 5 above have been satisfied, Purchaser shall, on the closing Date, pay Seller the balance of the Purchase Price, plus or minus net prorations and adjustments to the Purchase Price.

13. Prorations: Closing Costs.

(a) General real estate taxes assessed against the Property for the current fiscal year shall be prorated as of the Closing Date.

(b) Seller shall pay the grantor's tax payable in connection with the recording of the Deed, and Purchaser shall pay the other costs of recording the Deed and any documents in connection with any mortgage to be placed on the Property by Purchaser. Each party shall pay its own attorneys' fees incurred in connection with this Agreement and the consummation of the transaction contemplated hereby.

14. Representations, Warranties, and Covenants. Seller represents and warrants to Purchaser on the date hereof (all of which shall be deemed to be remade on the closing Date and shall survive Closing) as follows:

(a) The execution and delivery of the agreement, consummation of the transactions described herein, and the fulfillment of and compliance with the terms and provisions here of, do not violate any judicial or administrative order, award, judgment or decree applicable to Seller, nor conflict with any of the terms, provisions or conditions of any other agreement, contract or indenture to which Seller is a party, or by which Seller is bound, or which is applicable to the Property or any part thereof. All consents, approvals, authorizations or orders required of Seller, or any other party, for the authorization, execution or delivery of, and for the consummation of the transactions contemplated by, this Agreement, have been, or before the Closing Date will be, obtained;

(b) To the best of the Seller's knowledge, Seller owns good and marketable fee simple title to the Property and subject to all matters of record, an oral lease and limitation on air rights. Seller has not entered into any agreement (other than this Agreement) to sell or further encumber or dispose of any interest in the Property or any portion thereof or any agreement which imposes restriction on the ability or right of Seller to sell and/or transfer the Property of any interest therein, including without limitation, any options or rights of first refusal in favor of third parties;

(c) Other than this Agreement, matters of record, the oral lease containing farming rights, the limitation on air rights and the existence of ALCUZ, there are no agreements, contracts, licenses, leases, rental agreements, invoices, bills, undertakings, or understandings affecting all or any portion of the Property;

(d) Seller has full power and authority to enter into this Agreement and to perform Seller's obligations hereunder. This Agreement is a legal and valid obligation of Seller, binding upon and enforceable against Seller in accordance with its terms;

to the best of Seller's knowledge, all information furnished to Purchaser by Seller or its agents in connection with the Property is and will be complete, accurate and correct;

(e) to the best of the Seller's knowledge, the Property is currently zoned A1;

The Property to the best of the Seller's knowledge, has not at any time during Seller's ownership nor, prior to Seller's ownership, been used for the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any flammable materials, explosives, radioactive materials, corrosive, reactive, or poisonous materials, hazardous wastes or toxic substances, including, without limitations, any substances now defined as or now included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" under any applicable federal, state, or local law, ordinances, statute, code, rule or regulation in effect on or prior to Closing. Seller is not, nor has Seller ever been subject to any administrative plan, order, decree or judgement relating to any of the foregoing. To the best of Seller's knowledge, (i) there have been no underground storage tanks present on the Property, and (ii) no petroleum products have spilled leaked upon or in the Property,

(f) To the best of the Seller's knowledge, there is not any condition, event or circumstance existing or threatened, or any litigation, arbitration, governmental or administrative proceeding, action, examination, claim or demand of any kind (including without limitation, any condemnation or eminent domain proceedings) pending or threatened, affecting the Seller or all or any portion of the Property of which would affect the ability of Purchaser to acquire the Property and construct, develop, maintain and operate the Project.

(i) To the best of Seller's knowledge, the Property presently does not violate any laws, statutes, ordinances, rules, orders or regulations of any kind whatsoever, any contractual arrangements with third parties or any covenants, conditions, proffers, easements, right-of-way or restrictions of record, and Seller and Seller's agents have not received notice written otherwise, alleging any such violations;

(j)

(k) the Property is subject to roll-back taxes and is currently assessed under the land use program;

(l) Seller has received no notices and is not aware of any moratoriums regarding construction, development, connection to or use of utility services or systems now provided to the Property or which would otherwise affect Purchaser's intended use of the Property; and

(m) To the best of Seller's knowledge the conveyance of the Property to Purchaser will be in compliance with all applicable subdivision and related ordinances. The Property is not serviced by public sanitary sewer.

Buyer's Remedy Upon Default. Purchaser reserves the right to terminate this Agreement any environmental liabilities prior to the Closing Date if Seller has breached any representations set forth in this Agreement. If purchaser purchases the Property, then all obligations and liabilities, with exception of any environmental liabilities or warranties expressly set forth in the Deed shall merge into the deed.

15. Condemnation. Upon receipt of an offer or any notice or communication from any governmental or quasi-governmental body seeking to take under its power of eminent domain all or any part of the Property, Seller shall promptly notify Purchase of receipt of same and shall promptly send such communication, or a copy thereof, to Purchaser. Upon receipt of such notice, Purchaser shall have the right to rescind this Agreement by delivery of written notice thereof to Seller within thirty (30) days thereafter. If the Closing Date would occur prior to the expiration of said thirty (30) day period, then the Closing Date shall be automatically extended to the date which is five (5) days after the expiration of said thirty (30) days period. In the event the Purchaser elects to rescind, then this Agreement shall be null and void and of no further force and effect and the Deposit shall be immediately returned to Purchaser. In the event the Purchaser does not elect to rescind and the portion of the Property so required by the condemnation or sale in lieu thereof shall be retained by Seller and the Purchase Price to be paid by Purchaser hereunder shall be reduced by a pro rata amount of the Purchase Price for the Property so taken or sold, and (ii) the Property so taken or sold shall not be subject to this Agreement. In the event that Purchaser does not elect to rescind and portion of Property so required by the condemning authority is taken after Closing, then all Proceeds of such condemnation or sale in lieu thereof shall be sole and exclusive Property of Purchase. Seller and Purchaser agree to cooperate with each other to obtain the highest and best price for the condemned Property.

16. Seller's Remedy Upon Default. In the event Purchaser fails to keep or observe any covenant, agreement or obligation to be kept or observed by Purchaser under this Agreement and Purchaser does not cure such failure within thirty (30) days after written notice from Seller, Seller, may terminate this Agreement by giving written notice prior to that effect to Purchaser, in which event the Deposit shall be forfeited by Seller and Purchaser shall pay any roll-back taxes which are assessed as a result of any filings made by or on behalf of Purchaser, and Purchaser shall deliver to Seller all surveys, engineering studies and title information acquired by the Purchaser on the Property.

17. Purchaser's Remedies Upon Default. In the event Seller is unable to furnish Purchase with good and marketable title to the Property in fee simple in accordance with the provisions of the Agreement, Purchaser may, at its election, accept such title as Seller can convey, may terminate this Agreement, or purchaser may enforce specific performance of this Agreement in addition to any other remedy available to Purchase at law or in equity. In the event that this Agreement is terminated by Purchaser pursuant to this Paragraph 19, Purchaser's shall receive the Deposit and have no further remedies against the seller except to recover the cost of survey and the title binder.

18. Survival. The representations, warranties, indemnities, provision, covenants and

Agreements contained in this Agreement shall survive the Closing and shall not be merged into any deed or document, except for any environmental representations of warranties in the Deed which shall survive Closing

19. Notices. Any notices required or permitted to be given hereunder shall be deemed given whom personally or desisted in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Purchaser or Seller, as the case may be, as follows:

If to Purchaser

Combustion Products Management, Inc.
1229 Kingsbury Drive
Chesapeake, VA 23322
Attn: Robert DiBerardinis

If to Seller:

Weaver Fertilizer Company, Inc.
First Virginia. Tower
555 Main Street, Suite 1609
Norfolk, VA 23510
Attn: C.W. Bradshaw, President & CEO

Any party to this Agreement may change its address for notice purposes by giving notice thereof to the other parties hereto, except that such change of address notice shall not be deemed to have given until actually received by the addresses thereof.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors and assign.

23. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each constituting an original but all together only one Agreement.

24. Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties hereto and it is agreed that any change in, addition to, amendment or modification of the terms here of shall be of no effect unless reduced to writing and executed by Seller and Purchaser.

25. Captions. The captions used in connection with the Paragraphs of this Agreement are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.

26. Risk of Loss. Prior to transfer of title, the risk of loss of or damage to the Property or any portion thereof, by casualty, or the taking of the Property or any portion thereof by eminent domain, shall remain with Seller.

27. Time. In the event that the last day for performance of any obligation hereunder occurs on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next following business day.

28. Serviceability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

29. Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies whatsoever.

30. Assignment. Purchaser may assign this Agreement without the prior written consent of Seller.

31. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

32. Expiration. Anything contained herein to the contrary notwithstanding, this Agreement shall be deemed to be an offer until accepted by the Purchaser and its execution hereof and may be withdrawn by Purchaser at anytime prior to its acceptance hereof as evidenced by Purchaser's execution hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

SELLER

WEAVER FERTILIZER COMPANY, INC.

Date of Execution

C.W. Bradshaw, President & CEO

PURCHASER

COMBUSTION PRODUCTS
MANAGEMENT, INC.

Date of Execution

By: _____
National Director
Golf Course Development

ESCROW AGENT

PIONEER TITLE

Date of Execution

By: _____
Its: _____

Escrow Agent joins in the execution of this Agreement to acknowledge receipt of the Deposit

FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT ("Agreement") is made as of January 31, 2002, by and between WEAVER FERTILIZER COMPANY, INC. ("Seller") and COMBUSTION PRODUCTS MANAGEMENT, INC. ("Purchaser").

Background:

A. Purchaser and Seller previously entered into a Purchase Agreement dated as of February 12, 2001 ("Purchase Agreement").

B. All capitalized terms not defined in this Agreement shall have the meaning set forth in the Purchase Agreement.

C. Seller and Purchaser have reached an agreement with respect to the modification of the Purchase Agreement as more particularly set forth below.

Agreement:

For and in consideration of the agreements more particularly set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Paragraph 5 of the Purchase Agreement is deleted in its entirety and the following is substituted in its place and stead:

5. Closing. The consummation of the sale and purchase of the Property (the "Closing") shall be held at the offices of Kaufman & Canoles, One Commercial Place, Norfolk, Virginia, on March 15, 2002, time being of the essence (the "Closing Date"); provided, unless waived by Purchaser, that (1) title shall be consistent with the condition in which such title existed as of the Title Examination Deadline, (2) all representations and warranties of Seller contained in the Agreement are true and correct in all material respects, unless waived under this Agreement, (3) all other conditions precedent to Purchaser's obligations under this Agreement have been satisfied in form and substance acceptable to Purchaser or waived pursuant to this Agreement, and (4) Seller has performed all its other obligations under this Agreement.

2. In exchange for Seller's Agreement to extend the Closing Date as provided above, Purchaser shall pay to Seller, contemporaneously with its execution of this Agreement, the amount of \$10,000 ("Second Extension Fee"), which amount shall be non-refundable (except for in the event of Seller's default, in which event the Second Extension Fee shall be paid to Purchaser) and shall not be credited to the Purchase Price nor considered part of the Deposit. The parties also agree that the Extension Fee of Fifteen Thousand and No/100 Dollars (\$15,000.00) previously paid shall not be considered part of the Deposit and shall not be applied

to the Purchase Price and shall not be refundable (except upon Seller's default, in which event the \$15,000 Extension Fee shall be paid to Purchaser).

3. Except as expressly modified by this Agreement, the Purchase Agreement shall remain in full force and effect according to its original terms.

Witness the following signatures and seals:

SELLER

WEAVER FERTILIZER COMPANY, INC.

By: 

C.W. Bradshaw, President & CEO

PURCHASER:

COMBUSTION PRODUCTS
MANAGEMENT, INC.

By: 

Robert DiBerardinis, National Director of
Golf Course Development

DOMINION SYSTEM LABORATORY

REPORT PRODUCED ON 9/21/2001

Page 1 of 1

ENV 50

TCLP TOXICITY TEST RESULTS

The TCLP Procedure simulates the leaching a waste will undergo if disposed of in an improperly designed sanitary landfill. In this test a representative sample is extracted with extraction fluid in a rotary agitation device for 20 hours. The extract obtained from the TCLP extraction procedure is then digested and analyzed for the eight (8) metals; arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver. If the TCLP extract contains any one of the eight metals in an amount equal to or exceeding the levels set in 40 CFR 261.24, then the waste has the characteristics of Extraction Procedure Toxicity, and is a hazardous waste.

The TCLP Toxicity maximum for the eight (8) metals is as follows

Arsenic as As	5000 ppb	Lead as Pb	5.0 PPM
Barium as Ba	100.0 PPM	Mercury as Hg	200 ppb
Cadmium as Cd	1.0 PPM	Selenium as Se	1000 ppb
Chromium as Cr	5.0 PPM	Silver as Ag	5000 ppb

Location: CHESAPEAKE

Submitter: BRUCE SHRADER

Unit: 0

Sample Date: 8/21/2001

Description : CONDITIONED FLY ASH FROM ASH STRUCTURE FILL (TRUCK)

System Laboratory Number: 285796

Parameter	Result
Arsenic as As, ppb	< 10.
Barium as Ba, PPM	0.91
Cadmium as Cd, PPM	0.05
Chromium as Cr, PPM	0.15
Lead as Pb, PPM	0.65
Mercury as Hg, ppb	1.
Selenium as Se, ppb	74.
Silver as Ag, ppb	0.4

DOMINION SYSTEM LABORATORY

REPORT PRODUCED ON 9/21/2001

Page 1 of 2

ENV 50

TCLP TOXICITY TEST RESULTS

The TCLP Procedure simulates the leaching a waste will undergo if disposed of in an improperly designed sanitary landfill. In this test a representative sample is extracted with extraction fluid in a rotary agitation device for 20 hours. The extract obtained from the TCLP extraction procedure is then digested and analyzed for the eight (8) metals: arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver. If the TCLP extract contains any one of the eight metals in an amount equal to or exceeding the levels set in 40 CFR 261.24, then the waste has the characteristics of Extraction Procedure Toxicity, and is a hazardous waste.

The TCLP Toxicity maximum for the eight (8) metals is as follows

Arsenic as As	5000 ppb	Lead as Pb	5.0 PPM
Barium as Ba	100.0 PPM	Mercury as Hg	200 ppb
Cadmium as Cd	1.0 PPM	Selenium as Se	1000 ppb
Chromium as Cr	5.0 PPM	Silver as Ag	5000 ppb

Location: CHESAPEAKE

Submitter: BRUCE SHRADER

Unit: 0

Sample Date: 9/21/2001

Description: BOTTOM ASH FROM BOTTOM ASH POND

System Laboratory Number: 285794

Parameter	Result
Arsenic as As, ppb	< 10.
Barium as Ba, PPM	1.17
Cadmium as Cd, PPM	< 0.05
Chromium as Cr, PPM	< 0.15
Lead as Pb, PPM	< 0.65
Mercury as Hg, ppb	< 1.
Selenium as Se, ppb	< 10.
Silver as Ag, ppb	< 0.4

Local Government Ordinance
Certification

Chesapeake, Virginia
Etheridge Greens Golf Course

This is to certify that the placement of Coal Combustion By-Products in accordance with Regulation 9 VAC 20-84-1 et seq., regulation governing management of Coal Combustion By-Products as proposed by Combustion Products Management at the Etheridge Greens Golf Course, is consistent with all local ordinances.

Signature: Dale Ware

Title: Zoning Inspector

Date: 3/24/2000

Governing Authority: U.P. 01-03
Stipulation #12

Address: Chesapeake Office of
Zoning Administration
300 Cedar Road
Chesapeake, VA 23322

Office of the City Clerk
306 Cedar Road

Chesapeake, Virginia 23322

email: council@clerk.city.chesapeake.va.us

Telephone (757) 382-6151

Fax (757) 382-6678

June 25, 2001

James R. Bradford
Hassell & Folkes, P.C.
325 Volvo Parkway
Chesapeake, VA 23320

Re: UP-01-03: PROJECT: Etheridge Greens. APPLICANT: Robert S. Diberardinis.
AGENCY: Hassell & Folkes, P.C. PROPOSAL: A conditional use permit to construct &
operate a golf course, golf driving range & related facilities on a 217+ acre site. ZONE:
A-1 Agricultural District. SIC CODE: 7992, 7999. LOCATION: Southeast corner of the
intersection of Centerville Turnpike & Whittamore Road. TAX MAP SECTION/PARCEL:
0620000000020. BOROUGH: Butts Road.


Dear Mr. Bradford:

The application for the above referenced Conditional Use Permit Application was
considered and approved with stipulations by City Council at its meeting on June 20,
2001. Enclosed are the appropriate papers that have been processed in this regard.

In addition, the Chesapeake Zoning Ordinance establishes time limitations for
use permits, and after the time period the permit will expire unless the use commences
or extensions are granted. The Zoning Ordinance provides for an initial time limit of two
years (unless a shorter time is specified by City Council at the time of issuance), during
which time period the use authorized must commence or the use permit will
automatically expire. Specific questions concerning these time limitations and
procedures for extending time limitations should be directed to the Zoning Administrator,
who is located in the Chesapeake Department of Inspections in the City Hall Building.
The telephone number is 382-6240.

As a reminder, the sign posted at this site for the purpose of advertising the
proposed action must be removed from the property within five (5) days following the
action taken by Council (Chapter 16, Section 105(A)(6) of the City of Chesapeake
Zoning Ordinance). Failure to do so is in violation of the City's Zoning Ordinance. Also,
a final construction plan may be required prior to the issuance of a building permit.
Please contact the Chesapeake Planning Department if you have any questions or need
assistance with this matter.

Sincerely,



Dolores A. Moore, CMC/AAE

City Clerk

DAM:blp

cc: Planning, Public Works, Real Estate, Zoning

Docket Letter: G

FOR PLANNING DEPARTMENT USE ONLY

DATE APPLICATION FILED: February 12, 2001

APPLICATION #: UP-01-03

AMOUNT OF APPLICATION FEE PAID: \$225.00

PIV NUMBER: 194490

DATE APPLICATION DETERMINED TO BE COMPLETE: February 14, 2001

APPLICATION REVIEWED/ACCEPTED BY: Gary Pusey

PLANNING COMMISSION ACTION:

DATE OF PUBLIC HEARING: April 11, 2001

ACTION: Continued to the May 9, 2001 Public Hearing

DATE OF PUBLIC HEARING: May 9, 2001

ACTION: Approved with the following stipulations:

- *1. As agreed upon by the applicant, the applicant shall be responsible for providing a left turn lane on Centerville Turnpike at Whittamore Road prior to the initial delivery of fly ash to the site.
- *2. As agreed upon by the applicant, the applicant shall be responsible for providing a minimum twenty-four (24) foot width of pavement on Whittamore Road from the project entrance to the intersection of Centerville Turnpike. These improvements shall be completed prior to the initial delivery of fly ash to the site.
3. A subdivision plat shall be submitted for recordation prior to final site plan approval for the purpose of providing a 45 foot right-of-way reservation along Centerville Turnpike and any right-of-way dedication that may be necessary for ditch and shoulder improvements along Centerville Turnpike, as determined by the Department of Public Works.
4. As agreed upon by the applicant, the applicant shall implement corrective measures to ensure the safety of motorists along Centerville Turnpike and Whittamore Road from errant golf balls if required by the Department of Public Works.

UP-01-03 Etheridge Greens (continued)

5. As agreed upon by the applicant, an enhanced street buffer varying from 10 feet to 50 feet in width will be provided along Centerville Turnpike and Whittamore Road in order to soften the appearance from the public rights-of-way and to avoid a rigid linear effect. Landscaping shall be subject to approval by the City Arborist.
6. The applicant agrees that a 5 percent tree canopy coverage of the property shall be provided prior to finalization and formal opening of the golf course. The canopy coverage shall be accomplished through a combination of reforestation areas, street buffers and plantings internal to the golf course, subject to approval by the City Arborist. Reforestation areas shall be planted with large and small canopy tree seedlings a minimum of 6" to 12" in height at the time of planting and at a spacing of one tree per 400 sq. ft., subject to approval by the City Arborist. Street buffer trees and internal golf course trees shall be in accordance with the specifications of the Chesapeake Zoning Ordinance.
7. A dry hydrant shall be provided drawing supply from the proposed lake in accordance with the PFM prior to the issuance of a certificate of occupancy.
8. If approved by the City Council, the building setback for the Maintenance Building shall be at least 50 feet from the right-of-way reservation line along Whittamore Road. Landscaping, subject to approval by the City Arborist, shall be provided that screens the Maintenance Building from public view from the street if the setback is approved to be less than 150 feet.
9. A 12' x 35' loading space shall be indicated on the final site plan and provided prior to the issuance of a certificate of occupancy.
10. In the event any private potable well located within a 2,000 foot radius of the subject property's boundaries fails due to contamination or diminution of groundwater, the applicant agrees to promptly provide a replacement well equal in water quality to the failed well. The applicant agrees that he will provide such replacement wells upon receiving a complaint of well damage unless professional hydraulic and/or water quality studies show conclusively that the diminution of groundwater and/or contamination was not caused or contributed to by the construction or operation of the golf course and related facilities. The applicant agrees to post and maintain a twenty-four hour telephone number at the entrance to the site during construction of the golf course to ensure an immediate response to local

UP-01-03 Etheridge Greens (continued)

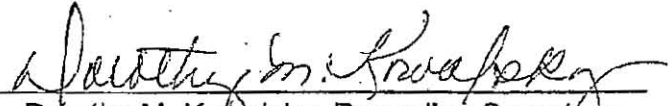
inquiries. The applicant's obligations under this stipulation shall apply only to potable wells existing at the time that construction of the golf course begins and shall expire seven (7) years from the date of the approval of this conditional use permit (UP-01-03).

11. The applicant acknowledges that it is his legal responsibility to ensure safe public drinking water to his patrons. As such the developer agrees that he shall monitor the domestic water supply for the clubhouse and have prepared water quality reports by an independent consultant on a semi-annual basis. Such report shall be filed with the State Water Control Board with a copy provided to the City of Chesapeake Health Department. The term of these reports shall extend from six (6) months from the date of the initial land disturbance to two (2) years after the formal opening of the golf course.
12. The applicant shall fully comply with all applicable state, local, and federal laws relating to the use of "fly ash" or other coal combustion byproduct in the construction and maintenance of the golf course and related features. The applicant further agrees that no more than four (4) acres of uncovered fly ash or similar byproduct will be exposed at any given time and that the maximum period of exposure, from the time of delivery to the time of topsoil coverage will be seven (7) days. In addition, the applicant shall take all necessary action to prevent the fly ash from being carried by winds to neighboring properties by maintaining the condition of the fly ash, to include, at a minimum, watering on a regular basis.
13. As agreed upon by the applicant, the clubhouse and maintenance building will be constructed with either brick, block with brick appearance, split block or other stone/masonry veneer, with colors and materials to be approved by the Planning Director or designee prior to the issuance of a building permit.
14. In accordance with Section 12-406.E. of the Chesapeake Zoning Ordinance, prior to the issuance of a building permit associated with this conditional use, the building plan must be certified by an acoustical engineer as meeting the noise level reduction (NLR) standards established by the U.S. Navy for buildings located within AICUZ noise zone greater than 75 dB Ldn (noise zone 3). Certification by an acoustical engineer that such sound abatement procedures have been installed shall be provided prior to issuance of a certificate of occupancy for such building or structure.

Chesapeake Planning Commission
May 9, 2001 Public Hearing

UP-01-03 Etheridge Greens (continued)

15. In accordance with Section 12-407 of the Chesapeake Zoning Ordinance, the following statement shall be included on the final site plan: "This development is located partially or wholly within an aircraft noise and/or accident zone and may be subject to above average noise levels (including noise levels experienced in United States Navy AICUZ noise zone greater than 75 dB Ldn, noise zone 3) or to aircraft accidents."


Dorothy M. Kowalsky, Recording Secretary

CITY COUNCIL ACTION:

DATE OF PUBLIC HEARING: June 20, 2001

ACTION: Approved with above stipulations.


Dolores A. Moore, CMC/AEE, City Clerk



U.S. Army Corps of Engineers
Norfolk District, Eastern Virginia Regulatory Section
803 Front Street
Norfolk, Virginia 23510

November 5, 2001

Project Number: 01-R1971

Waterway: Pocaty Creek

1. Participant:
Etheridge Green
c/o Stokes Environmental Associates, Ltd.
4101 Granby Street Suite 404
Norfolk, Va 23504-1117

2. Authorized Agent:
Stokes Environmental Associates, Ltd.
4101 Granby Street Suite 404
Norfolk, Va 23504-1117

3. Address of Job Site:

Located east of Centerville Turnpike, south of Whittamore Rd, and north of Murray Dr. in Chesapeake (TMN 0620000000020)

4. Project Description:

You requested a jurisdictional determination on 215 acres of cropland and 1 acre of woodland. This parcel is being considered for development as a golf course.

5. Findings

On November 1, 2001, Mr. Steven Martin of my staff met with a representative of Stokes Environmental Associates to examine the property described in part 3 above.

After evaluating both offsite data (Norfolk County Soil Survey, NWI maps, and multiple years of aerial photography) and on site data, we have determined that there are no jurisdictional wetlands regulated under Section 404 of the Clean Water Act present on this property. However, there are portion of 2 channelized headwater streams located on this property. These headwater streams are considered waters of the United States and are tributaries of Pocaty Creek, a tributary of the North Landing River. The location and extent of these headwater streams are depicted on the attached aerial photograph.

Work in these headwater streams is regulated under Section 404 of the Clean Water Act. The waters on this parcel are waters of the United States and part of a tributary system to interstate waters (33 CFR 328.3(a)).

This jurisdictional determination is valid for a period of five years from the date of this letter unless new information warrants revision of the determination before the expiration date. Please be advised that this letter does not constitute authorization to fill waters of the United States on these parcels.

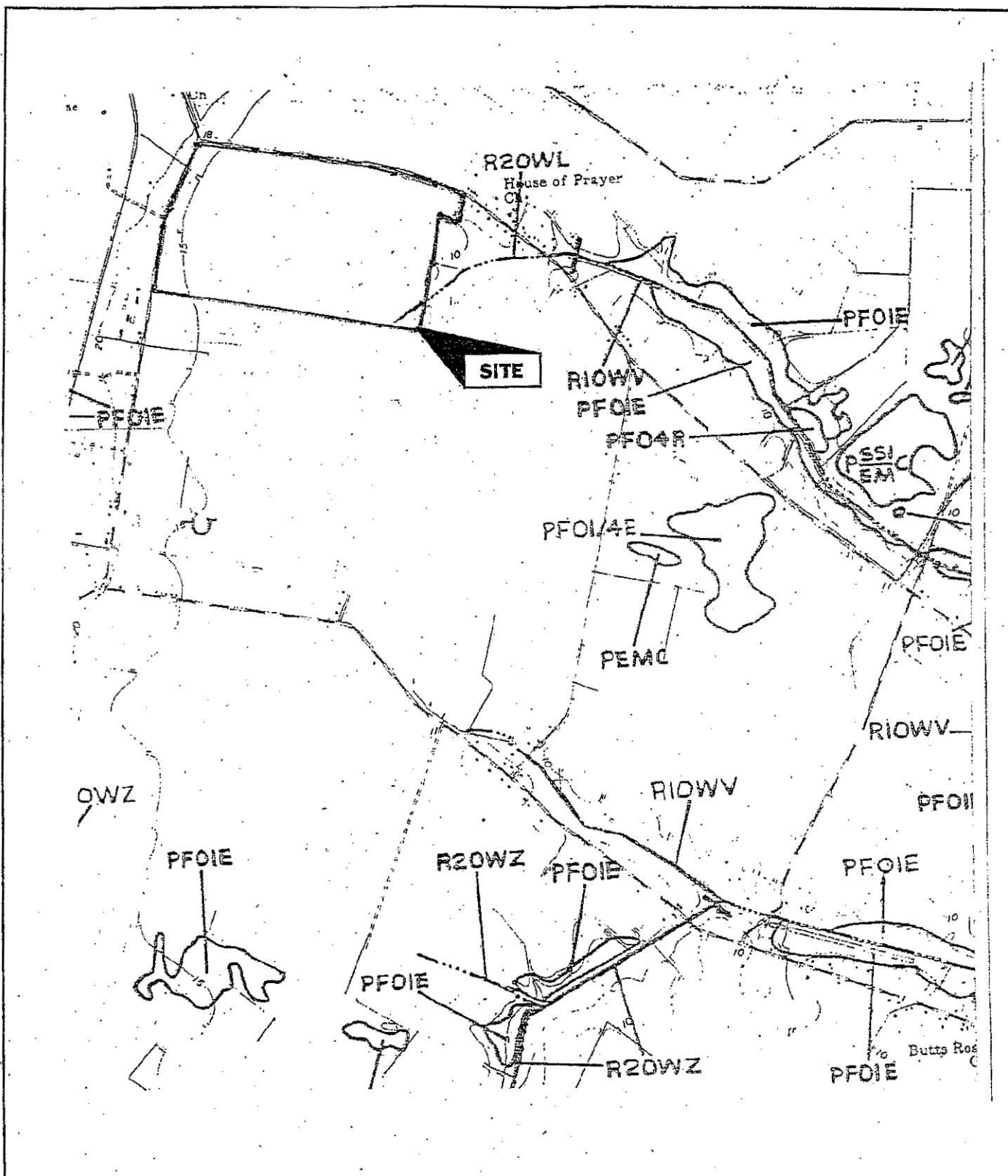
Copy Furnished :

Planning Department, Chesapeake
DEQ, Virginia Beach
Natural Resources Conservation Service, Chesapeake

6. Corps Contact: Steven Martin at (757) 441-7787.

Nicholas L. Konchuba
Chief, Eastern Virginia
Regulatory Section

AO FL 13 REVISED DEC 90



**STOKES
ENVIRONMENTAL
ASSOCIATES, LTD.**

WETLANDS MAP

(National Wetlands Inventory Map)

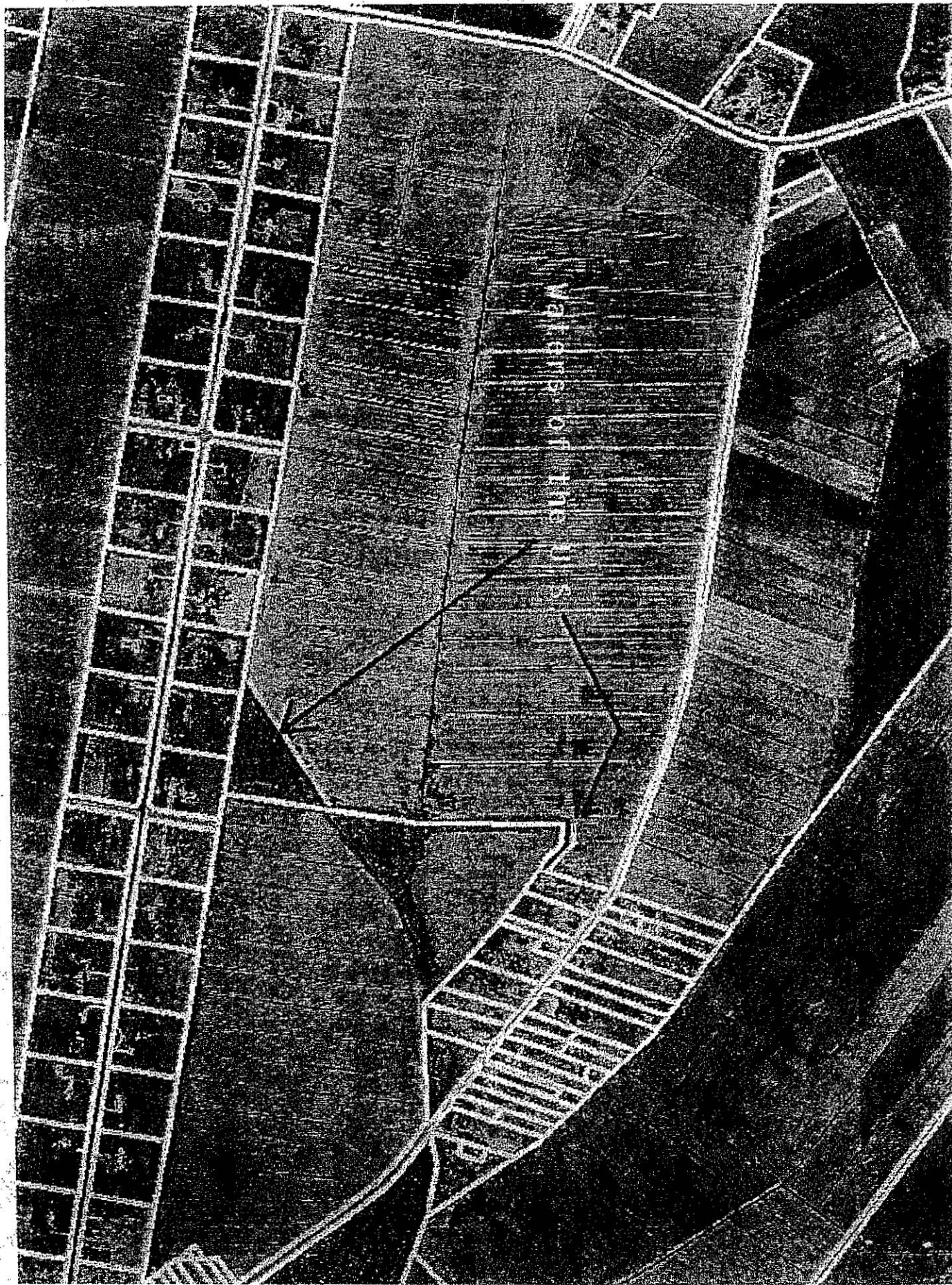
Project Name: Etheridge Greens Site

Project Number: SEA 01-1359.3

Date: 1973

Scale: 1" = 2,000'

Source: USDI, Fish and Wildlife Service, Fentress Quadrangle





Hassell & Folkes, P.C.
Engineers Surveyors Planners

S. Gray Folkes, Jr., P.E.
Leigh Anne Folkes, P.E.
Wymer W. Manning, III, P.E.
John A. O'Connor, P.E.
Greg R. Deubler, P.E.
Donald N. Jennings, P.E.
Christopher D. Capozzi, L.S.
James R. Bradford, C.L.A.

T. Ray Hassell III, L.S.
(1932-1984)
Stradford G. Folkes, P.E.
Consultant

March 4, 2002

Mr. Robert DiBerardinis, PGA GCSAA
National Director of Golf Management
Combustion Products Management
1229 Kingsbury Drive
Chesapeake, VA 23322

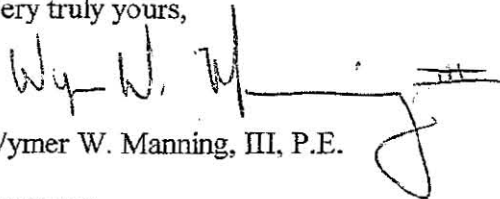
RE: ETHERIDGE GREENS GOLF COURSE
(CHESAPEAKE, VIRGINIA)

Dear Mr. DiBerardinis:

We have reviewed the Commonwealth of Virginia, "Regulation Governing Management of Coal Combustion By-Products" (VR 672-20-20) and certify that the referenced project meets the locational restrictions of Part III, Article 1, § 3.1 of this regulation.

Should you have any questions or require additional information, please do not hesitate to contact our office. Trusting this is as you require, we remain,

Very truly yours,



Wymer W. Manning, III, P.E.

WMW/kb

(EGREENS.037)

325 Volvo Parkway, Chesapeake, VA 23320 (757) 547-9531 • FAX (757) 547-9481



Hassell & Folkes, P.C.
Engineers Surveyors Planners

S. Grey Folkes, Jr., P.E.
Leigh Anne Folkes, P.E.
Wymer W. Manning, III, P.E.
John A. O'Connor, P.E.
Greg R. Deubler, P.E.
Donald N. Jennings, P.E.
Christopher D. Capozzi, L.S.
James R. Bradford, C.L.A.

T. Ray Hassell III, L.S.
(1932-1984)
Stradford G. Folkes, P.E.
Consultant

March 4, 2002

Mr. Robert DiBerardinis, PGA GCSAA
National Director of Golf Management
Combustion Products Management
1229 Kingsbury Drive
Chesapeake, VA 23322

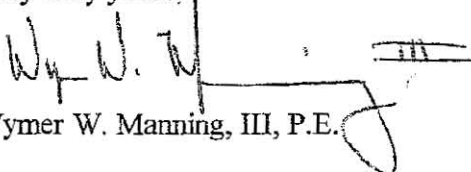
RE: ETHERIDGE GREENS GOLF COURSE
(CHESAPEAKE, VIRGINIA)

Dear Mr. DiBerardinis:

We have reviewed the Commonwealth of Virginia, "Regulation Governing Management of Coal Combustion By-Products" (VR 672-20-20) and certify that the referenced project has been designed in accordance with the standards of Part III, Article 2, § 3.2 of this regulation.

Should you have any questions or require additional information, please do not hesitate to contact our office. Trusting this is as you require, we remain,

Very truly yours,


Wymer W. Manning, III, P.E.

WMW/kb

(EGREENS.038)

325 Volvo Parkway, Chesapeake, VA 23320 (757) 547-9531 • FAX (757) 547-9481



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BY:.....

COMMONWEALTH of VIRGINIA

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

DEPARTMENT OF ENVIRONMENTAL QUALITY

5636 Southern Boulevard
Virginia Beach, VA 23462
Fax (757) 518-2103
www.deq.state.va.us

Robert G. Burnley
Director

Francis L. Daniel
Tidewater Regional Director
(757) 518-2000

February 13, 2002

Mr. Mark L. Baker, P.E.
Director of Operations
Combustion Products Management
502 Huntington Road
Easley, SC 29642

RE: Permit No. VAR450741 VPDES Storm Water General Permit
Coverage For Etheridge Green Golf Course Development, Chesapeake, VA

Dear Mr. Baker:

The staff has reviewed your complete registration for Storm Water General Permit coverage and determined this facility is eligible for coverage under the VPDES General Permit for Storm Water Discharges From Construction Sites. The effective date of your coverage under this general permit is February 13, 2002. Please read the enclosed permit carefully as you are responsible for meeting all permit conditions. In particular, please note that a site specific Storm Water Pollution Prevention Plan must be developed prior to commencement of land disturbing activity.

Should you have any questions, please do not hesitate to contact Carolyn Putnam at 518-2146.

Sincerely,

James R. McConathy
Water Permit Manager

Enclosure: Permit and Termination Form

cc: DEQ - TRO File
Ms. Cheryl A. Cole, P.E., Stormwater Administrator, Dept. of Public Works, Chesapeake

cc: Stokes Environmental Assoc.
Bobby DiBerardinis - CPM

STEVE BENZA - CPM
FILE

**STOKES
ENVIRONMENTAL
ASSOCIATES, LTD.**

**STORMWATER POLLUTION PREVENTION PLAN
ETHERIDGE GREENS SITE
GOLF COURSE DEVELOPMENT
CHESAPEAKE, VIRGINIA**

**PREPARED FOR:
COMBUSTION PRODUCTS MANAGEMENT
C/O MR. MARK L. BAKER, P.E.
502 HUNTINGTON ROAD
EASLEY, SOUTH CAROLINA 29642**

**PREPARED BY:
STOKES ENVIRONMENTAL ASSOCIATES, LTD.
PROJECT NUMBER SEA 01-1359.3
10 JANUARY 2001**