

DEVELOPMENT CRITERIA

For

~~Mill Creek Village Condominiums~~
Reunion in Historic South Norfolk

A

Planned Unit Development

R-PUD-04-03

By

Alexander-Rose, L.L.C.
820 Greenbrier Circle, Suite 43
Chesapeake, Virginia 23320

RSN(M)-06-01
January 9, 2007
~~December 28, 2006~~
~~November 6, 2006~~
~~June 21, 2005~~

Prepared by:

~~(Applicant's Revisions to City Amendments)~~

Pinnacle Group Engineering, Inc.
2006 Old Greenbrier Road, Suite 6
Chesapeake, Virginia 23320

South Norfolk Borough
Chesapeake, Virginia

I. **PURPOSE:** The purpose of these Development Criteria is to set forth the goals of ~~Stephen Alexander Homes~~ Alexander Rose, LLC for the development of Reunion in Historic South Norfolk ~~Mill Creek Village Condominiums~~ as a Planned Unit Development that will be in the spirit of the Poindexter Revitalization project nearby. The purpose of these Criteria is also to establish guidelines and standards to be followed to ensure these goals are met. Throughout these Criteria, the PUD shall be referred to as "~~Mill Creek~~ Reunion" The term "Developer" shall refer to Alexander-Rose, L.L.C.

II. **THE LAND:** The property to be developed as ~~Mill Creek~~ Reunion consists of about 24.18 acres adjacent to Yager Court, just west of Bainbridge Boulevard in the South Norfolk section of Chesapeake, and is currently zoned M-2 PUD. The site is within one (1) mile of Military Highway and less than two (2) miles from Interstate 464. ~~Mill Creek~~ Reunion will offer a mix of ~~attached~~ condominium products which consist of attached condominiums and townhouse style condominiums with ~~3, 4, 5 and 6~~ 3, 4, 5, 6, 7, and 8 unit structures. The land is adjacent to Milldam Creek and as such, affords water views. The land is also heavily wooded, and as much of the existing woods will be maintained as possible. Over 3.6 acres of land adjacent to the creek shall be preserved with a conservation easement and may also provide passive recreational facilities like walking/hiking trails and the ability to launch canoes and similar activities. Additionally, the 100² foot RPA buffer shall remain intact.

Key services such as utilities, and drainage are either adequate or will be upgraded with the development of ~~Mill Creek~~ Reunion.

III. **THE GOALS:** The goals of ~~Stephen Alexander Homes~~ Alexander Rose, LLC in developing ~~Mill Creek~~ Reunion are as follows:

- ◆ To create a development that is in the spirit and character of the nearby Poindexter Street Revitalization Project.
- ◆ To build a community that will honor the existing Resource Protection Area buffer, thereby protecting the environment.
- ◆ To provide affordable housing per the Chesapeake Comprehensive Plan.
- ◆ To provide housing for the envisioned workforce that will come to the Poindexter Revitalization, and to generally provide another housing alternative to the residents of South Norfolk.

IV. THE PLAN: These Development Criteria supplement the Master Land Use Plan for Reunion ~~Mill Creek~~. The final site construction plan shall be in substantial conformance with this Master Land Use Plan, subject to minor deviations needed to address requirements of the Chesapeake Bay Preservation Act upon final delineation of the Resource Protection Area. The Master Land Use Plan authorizes the following land uses only:

A. Townhouse Style Condominium (TC):

1. General Description: Of the 24.18 total acres, ~~9.41~~ 8.79 acres or ~~39%~~ 35% of the PUD will be utilized for attached townhouse style condominiums. The density shall not exceed 16 units per acre in this portion of the PUD. This land use will be located along the eastern portion of the PUD, closest to Bainbridge Boulevard and Yager Court as shown on the Master Land Use Plan. The general layout of this portion of the PUD is as follows:

- ◆ Utilization of alleys in order to show the more presentable portions of the homes, and to keep domestic services within the alleys
- ◆ Housing units proximate to the private streets in order to achieve a more urban feel
- ◆ Pedestrian connectivity throughout this portion (and the entirety) of the PUD
- ◆ Urban streetscape plantings to maximize green cover of this portion of the PUD

2. Dimensional Standards: The following are the minimum standards for the Townhouse Style Condominium land use area shown on the approved Master Land Use Plan:

Setbacks shall be as follows:

Perimeter:

Front, Side and Rear= 10 feet

Interior:

Between buildings= 15 feet

From private streets= 5 feet

Height restrictions:

Maximum height= 48 feet

Maximum height shall be measured in accordance with the definition of building height in Article 3 of the Chesapeake Zoning Ordinance.

Maximum lot coverage of all structures:

35% of the TC land use area

Minimum lot frontage at right of way

24 feet

B. Attached Condominium (AC):

1. General Description: Of the 24.18 total acres, ~~8.00~~ 8.62 acres or ~~33%~~ 34% of the PUD will be utilized for attached condominiums within a freestanding building. The density shall not exceed 16 units per acre in this portion of the PUD. This land use will be located along the western portion of the PUD, closest to Milldam Creek and the railroad as shown on the Master Land Use Plan. The general layout of this portion of the PUD ~~is~~ is as follows:

- ◆ ~~Utilization of under building parking as necessary in order to minimize blacktop area and maximize green space~~
- ◆ Pedestrian connectivity throughout this portion (and the entirety) of the PUD
- ◆ Provide flexibility for design of interior units.
- ◆ Urban streetscape plantings to maximize green cover of this portion of the PUD

2. Dimensional Standards: To attain the above listed goals, the following are the minimum standards for the Attached Condominium land use area shown on the approved Master Land Use Plan:

Setbacks shall be as follows:

Reunion in Historic South Norfolk 1 09 2007
~~Mill Creek Village Condominiums 12-28-2006~~
Development Criteria ~~11-06-06~~
6-21-2005

Planned Unit Development
Page 5 of 16

Perimeter:

Front, Side and Rear= 10 feet

Interior:

Between buildings = 15 feet

From private streets= 5 feet

Height restrictions:

Maximum height= 48 feet

Maximum height shall be measured in accordance with the definition of building height in Article 3 of the Chesapeake Zoning Ordinance.

Maximum lot coverage of all structures:

35% of the AC land use area

Minimum lot frontage at right of way

24 feet

C. Conservation (C):

1. General Description: Of the 24.18 total acres, 3.60 acres or 15% of the PUD will be utilized for preservation of Resource Protection Areas, wetland and marsh areas. This will preserve the natural beauty of these areas, as well as to help buffer the development and provide for passive recreational opportunities. Uses allowed in this portion of the PUD are limited to the following:

- ◆ Passive recreation such as walking/hiking trails, launches for boating/canoeing, and nature observation.
- ◆ Construction allowed in this area shall be limited to walking trails (maximum 8 feet wide), footbridges, picnic tables, outdoor seating, gazebos and directional signs. The applicant/owner agrees to install these improvements before the issuance of the 100th certificate of occupancy issued for any dwelling unit in the PUD. These improvements shall be subject to the Chesapeake Bay Preservation Act and all local, state and federal wetlands regulations.

D. Recreation (R):

1. General Description: Of the 24.18 total acres, 8.71 acres or 36% of the PUD will be open space. 5.54 acres will be non-useable and 3.17 acres or 13% of the PUD will be usable for active recreation. These facilities shall be for the use and enjoyment for all homeowners in ~~Mill Creek~~ Reunion. The applicant/owner agrees to make the following improvements before the 100th certificate of occupancy is issued for the PUD:
 - ◆ A clubhouse
 - ◆ A swimming pool to be located adjacent to the clubhouse
 - ◆ A tot lot with playground equipment, benches, and sandboxes
 - ◆ Park benches
2. Open space shall be owned and maintained by the property owners association.

E. Roadways: Parking lots, streets, drives, and alleys shall not be classified as a separate land use. Any paved area that serves a particular land use group is included in the area calculation for that particular land use group. The following delineates the minimum standards for roadways within the PUD:

1. The PUD shall have two connections to public rights-of-way per Chesapeake Public Facility Manual requirements. The primary access shall be from Yager Court. This roadway shall be a minimum of 30 feet in width. The secondary (emergency) access shall be to the exit drive from Bainbridge Boulevard (to Military Highway). This access shall be a right-in, right-out gated access and shall be constructed and maintained in compliance with the requirements of the Fire Department.
2. Roadways shall be a minimum of 30 feet in width whenever the number of residential units utilizing that roadway meets or exceeds 40 units.
3. Roadways shall be a minimum of 26 feet in width when fewer than 40 units are served by that roadway.

4. Alleyways shall be a minimum of 20 feet in width and shall serve the rear of residential units.
5. Due to the limited amount of traffic on these private roadways, and the urban design with alleys, there shall be no minimum centerline radii for these roadways.
6. Parking on roadways may be limited by the Fire Department. There shall be no parking in alleys.

V. Other Standards: In addition to the standards set forth above, the following additional regulations shall apply in all land use areas in the PUD and are as follows:

- A. Unless otherwise provided in these Criteria, the regulations of the Chesapeake City Code, Chesapeake Zoning Ordinance, and Chesapeake Public Facilities Manual shall govern the development of ~~Mill Creek~~ Reunion. Within the Chesapeake Zoning Ordinance, the regulations governing the R-MF-1 zoning district shall apply. Where provisions of these Criteria or depictions on the Master Land Use Plan conflict with the Chesapeake City Code, Chesapeake Zoning Ordinance, or Chesapeake Public Facilities Manual, the Criteria and Master Land Use Plan shall control.
- B. Nothing in these Criteria shall negate the requirement for preliminary or final site plan approval, any necessary plat work, or the issuance of permits required by Chesapeake City Code and the Chesapeake Zoning Ordinance.
- C. Parking
 - i. Driveways shall count as two (2) spaces so long as they are a minimum of 18 feet wide and 18 feet deep.
 - ii. Each ~~two-car~~ garage shall count as one (1) space when calculating compliance with required parking.
 - iii. Parking Requirements:
Residential unit = 2 spaces per unit
Clubhouse = per Chesapeake Zoning Ordinance
 - iv. The tree preservation options of Section 19-416 of the Chesapeake Zoning Ordinance may be applied.

- v. All parking shall be paved with curbing, unless curbing is expressly waived by the Director of Public Works or designee.

D. Landscaping

1. Canopy coverage and landscape buffers shall be installed and preserved according to the Chesapeake Landscape Ordinance and the Chesapeake Bay Preservation Act.
2. Existing vegetation in the Resource Protection Area shall be preserved.

E. Streetscapes

1. In order to achieve the character of the PUD as described in Section III, streetscapes shall be installed and maintained on each private street with a width of twenty-six feet or more.
2. Streetscapes shall include an appropriate amount and variation of trees and vegetation to accomplish the stated goals of the PUD as determined by the City Arborist.
3. ~~Streetscapes shall be installed prior to issuance of the first certificate of occupancy for any unit in the PUD. Streetscapes in the immediate vicinity of any dwelling unit shall be installed prior to issuance of a certificate of occupancy for that unit as determined by the City Arborist. Streetscapes for each street shall be 100% complete prior to the issuance of the final certificate of occupancy on that street.~~

VI. ARCHITECTURAL STANDARDS AND REVIEW:

All construction and development within the PUD shall be reviewed by ~~Stephen Alexander~~ Homes Alexander Rose, LLC or its successor. This Architectural Review shall be completed prior to review by the City of Chesapeake. Said review shall be performed to assure compliance with the Architectural Standards of the Development Criteria, which follow:

A. The Architectural Standards:

1. Purpose: The purposes and objectives of the Architectural Standards are as follows:
 - a) The primary purpose is to promote harmonious and aesthetically pleasing architectural designs.

- b) The main objective of the Architectural Standards is the development of buildings and structures that conform closely to the historic nature of the South Norfolk area in terms of color, form and location. Period styles and/or historical approaches are specifically endorsed and encouraged.
 - c) The townhouse style and attached condominiums shall be designed by an architect, so as to achieve a unified design for the entire site in keeping with the historic nature of South Norfolk. The architect shall also take into consideration the marine/wetlands setting and surroundings of this site.
2. Architectural Review and Approval: No building, wall, fence, swimming pool, deck, or structure shall be commenced, erected, or maintained upon any lot, commercial or public parcel, or upon the common areas, nor shall any landscaping or paving be done, nor shall any exterior addition, change or alteration to an existing structure be made, until the plans and specifications for such work, showing the type, kind, shape, height, materials and location of the same, have been submitted to and approved in writing by the Architectural Standards Committee.
3. Architectural Control: The initial architectural control shall be the function of the Developer. However, when the Architectural Review function is assigned to the Association by the Developer, the Association Board of Directors shall appoint an Architectural Standards Committee composed of at least three (3) but not more than seven (7) Members. The Association shall be formed and shall establish and appoint members to the Committee prior to the sale of the 135th residential unit in the PUD. At least one (1) Member of the Architectural Standards Committee shall be a Member of the Association other than an officer, employee or agent of the Developer. Anything falling under the authority of the Architectural Standards Committee herein or in the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens, ~~Mill Creek~~ Reunion Community Association (the "Declaration"), as amended, shall be deemed to fall under the authority of the Developer until such time as the Developer assigns such function to the Association.
4. Construction Standards: These requirements address construction standards, building and structure location and site landscaping for all units. These

standards will be used by the Developer or the Architectural Standards Committee, as the case may be, in evaluating all submissions for new construction.

a) Square Footage:

- (1) ~~Attached and townhouse style condominium units shall have a minimum of 1,500 square feet of heated living space, determined by industry accepted standards.~~ Attached condominium units shall have a minimum of 1,000 square feet of heated space per unit. Townhouse style condominium units shall have a minimum of 1,500 square feet of heated space per unit. ~~Square footages shall be as determined by industry accepted standards.~~

- b) Exterior: Architectural motif and exterior elevations are subject to the approval of the Architectural Standards Committee for aesthetic appearance in terms of the overall structure and relationship to other buildings and structures based on location, size, and quality within the PUD. The selection of exterior materials shall be harmonious with the architectural motif of each dwelling unit and the community as a whole. Exterior colors shall be designed to provide harmony with the setting. Roof lines shall be varied in nature and overhangs balance with both the size of the roof and volume of the structure. ~~Flat roofs~~ Flat roof styles or styled roofs conflicting with the neighborhood character will not be approved. Exterior materials shall reflect harmony with both the environment and other structures in the neighborhood. The predominant exterior material on the front elevation of any building shall also be the predominant exterior material on the side and rear elevations of that building.

The exterior of the buildings shall be Hardie Plank or other material approved equal to or better in quality than Hardie Plank, as approved by the Architectural Standards Committee.

- c) Roofing: Any architectural grade product with ~~weight of 200 pounds per square~~ 30-year life or greater will be acceptable. A sample of composition shingles must be submitted with the plan application for approval by the Architectural Standards Committee.

- d) Exterior Appurtenances: Exposed roof vent stacks shall be located for minimum visibility. Exposed areas of chimney flues must be solid or veneer brick or stone masonry construction, and flue caps must be clay colored or covered with decorative metal.
 - e) Railings: Railing designs will be considered according to safety and coordination with overall design. Detailed drawings for decks, railings, and porches must be submitted with plans.
- B. Architectural Review Procedures: Within 90 days after its establishment, the Architectural Standards Committee shall meet and promulgate procedures and standards for review, including (1) at what steps in the construction process reviews are required, (2) the format and content of plans to be reviewed, (3) information as to the timing of reviews, and (4) information on how to communicate with the Committee (address, telephone, fax, e-mail).
- C. Enforcement Standards: The Association shall have the right to enforce the standards reflected herein. Also, no approvals or permits for construction shall be obtained from or issued by the City without evidence of prior approval by the Architectural Standards Committee.

VII. DEVELOPMENT PUBLIC BENEFITS & RESTRICTIONS:

In addition to supplying affordable housing and providing a quality development, the Developer agrees to comply with the following:

1. The Developer/Owner agrees to make a cash contribution to the City of Chesapeake for the expansion of classroom space in impacted public schools, including but not limited to, land acquisition for the expansion of public school facilities and construction of new schools and additions. The amount of the cash contribution shall be a total of \$829,357.92 to account for the student generation for the entire development. Said cash proffer shall be paid as follows: \$100,000 shall be paid to the City prior to the issuance of the first certificate of occupancy for any residential dwelling unit in the PUD; \$400,000 (cumulative total of \$500,000) shall be paid to the City prior to the issuance of a certificate of occupancy for the 99th residential dwelling unit in the PUD; \$250,000 (cumulative total of \$750,000) prior to issuance of a certificate of occupancy for the 200th residential dwelling unit in the PUD;

and \$79,357.92 (or remaining amount) to be paid prior to the issuance of a certificate of occupancy for the 260th residential dwelling unit in the PUD. The applicant/owner acknowledges and agrees that the cash contribution may be deposited into the City of Chesapeake's lock box, also known as the General Fund Reserve for School Capital Construction Costs and shall be subject to City Council approval prior to appropriation.

2. The Developer/Owner agrees to widen Yager Court to a 30-foot wide pavement section from the main entry to the subject development to the intersection of Yager Court and Bainbridge Boulevard, in accordance with Public Works requirements. This improvement shall be completed within ~~180~~ 270 days of final site plan approval.
3. The Developer/Owner agrees to provide one (1) additional outbound lane from Yager Court heading onto Bainbridge Boulevard, in accordance with Public Works requirements. This improvement shall be completed within ~~180~~ 270 days of final site plan approval.
4. The Developer/Owner shall install a right and left turn lane on Bainbridge Boulevard onto Yager Court to the extent possible within existing rights-of-way. However, if additional right-of-way is needed for the right-turn lane, the Developer/Owner agrees to acquire same and dedicate the land and improvements to the City of Chesapeake. Final design criteria for both turn lanes shall be in accordance with Public Works requirements. The improvements shall be completed within 180 days of final site plan approval.
5. The Developer/Owner agrees that the PUD shall consist of no more than 272 dwelling units on the subject ± 24.18 acre site.
6. The Developer/Owner agrees that the development of the PUD shall be phased as follows:
 - a.) No more than 50 units in the calendar year 2006.
 - b.) No more than ~~50~~ 75 units in the calendar year 2007, provided that any of the 50 units not completed in 2006 may be completed in 2007.

- c.) No more than 75 units in the calendar year 2008, though any units not completed in ~~2007 & 2008~~ 2006 & 2007 may be built above the 75 units for ~~2009~~ 2008.
- d.) Remaining units in the calendar year 2009 or thereafter.

The number of units shall be measured by the issuance of temporary ~~and~~ or final certificates of occupancy. Permits for ~~models~~ model homes shall not be counted toward the maximum number of units issued per calendar year. ~~With the exception of the first 50-75 units in the calendar year 2006-2007 and the remaining units in 2009, 2010 (or thereafter) the phasing shall be non-cumulative.~~

- 7. The Developer/Owner agrees to make the improvements set out in Section IV paragraphs C and D of these Development Criteria.
- 8. The Developer/Owner agrees to cause to be recorded a Conservation Easement ~~over~~ of not less than 3.60 acres of the subject 24.18 acre tract. Said easement shall be ready for recordation and approved by the City Attorney or designee prior to final site plan approval. ~~And~~ the approved easement shall be recorded in favor of the condominium owners, association prior to the issuance of the 135th certificate of occupancy in the PUD.
- ~~9. The Developer/Owner agrees that no application will be made for construction of any building or accessory structure in the 100-foot Resource Protection Area buffer, except as allowed by the applicable regulatory agencies.~~
- 9. The Developer/Owner has conducted a Phase I and Phase II environmental site assessment for the property and has submitted same to the Director of Public Works. The Developer/Owner has also transmitted the Phase II findings to the Virginia Department of Environmental Quality (DEQ) as recommended in the Phase II report. In the event that DEQ recommends or requires additional testing and/or remediation, the Developer/Owner shall complete such actions or any other action required by a state, local or federal agency. No building permit shall be issued for construction of any structure in the PUD until DEQ provides a written release that the property is suitable for residential housing. In addition, no building permit shall be issued for any structure in the PUD until the Developer/Owner provides the City with a written environmental

warranty for use of the property for residential purposes. The environmental warranty shall be approved by the City Attorney. In addition, the Developer/Owner shall provide disclosure statements of any detected contamination and/or remediation in all contracts of sale, leases, condominium instruments, declarations, covenants, recorded plats or plans, and deeds of conveyance. The disclosure statement shall be approved by the City Attorney prior to the issuance of a building permit for any structure in the PUD.

- a. List of environmental testing conducted: Phase II Environmental Site Assessment prepared by Geo-Environmental Resources, Inc. dated May of 2004 detailing sampling results for lead and petroleum hydrocarbons; additional sampling reports prepared by Bay Environmental, Inc., dated April 27, 2005 detailing samplings reports for arsenic, barium, cadmium, Chromium, lead, selenium, silver, mercury, and total petroleum hydrocarbons in both soils and groundwater.
- b. List of DEQ approvals: Letter from DEQ dated May 11, 2005 stating that no corrective action is required for the petroleum hydrocarbons.
- c. Nature of environmental warranty: The Developer/Owner has conducted the environmental testings in good faith and in accordance with industry accepted standards. Based on this testing, the property appears suitable for residential use.

In addition, the Developer/Owner shall provide disclosure statements of any detected contamination exceeding acceptable risk standards in all contracts of sale, leases, condominium instruments, declarations, covenants, recorded plats or plans and deed of conveyance. The disclosure statement shall be approved by the City Attorney prior to the issuance of a building permit for any structure in the PUD.

10. In the event groundwater is to be utilized within the subject property as a potable water source. The Developer/Owner agrees to sample and analyze the groundwater aquifer at the point of intake for TPH and TCRA-8 metals. This data, in addition to all groundwater and soil data reported within the May 27, 2004 and April 27, 2005 Phase II ESAs, shall be compared against DEQ VRP Tier II RBCs and the results shall be coordinated with and acceptable to the Department of Public Works. Any remediation required to correct unsuitable contaminants identified by the groundwater sampling and analysis shall be conducted by the Developer/Owner so that the water meets the minimum requirements and standards imposed by the Virginia Department of Health.

11. The Developer/Owner agrees to install a 6 foot opaque fence along the entirety of the site's frontage with the Norfolk and Portsmouth Belt Line Railroad, a distance of approximately 1,300 feet. The Developer/Owner shall also install an impenetrable hedge along the entire frontage with the Norfolk and Portsmouth Belt Line Railroad. The hedge shall have an average depth of not less than fifteen (15) feet, with plant materials to be approved by the City Arborist. Additionally, a minimum of ten (10) feet of existing, mature trees along this common property line shall be maintained and protected throughout construction. The Developer/Owner shall install the fence and the hedge prior to the first certificate of occupancy for any dwelling unit that is located adjacent to the common boundary.

12. The Developer/Owner agrees to provide specific disclosure about the presence of and operation ~~schedule~~ of times for the Norfolk and Portsmouth Belt Line Railroad on the following documents and instruments:
 - a. Any and all sales and contracts.
 - b. Any and all condominium plats,
 - c. Any and all condominium instruments, including declarations, covenants and property owner's association documents.

13. ~~The Developer/Owner agrees to restrict rentals to 20% of the units within the Attached Condominium (AC) portion of the PUD.~~ The Developer/Owner agrees to include the following language in the Condominium Declaration: 'No more than ~~twenty percent (20%)~~ fifteen percent (15%) of the multi-family style condominium units that are not owned by the Declarant may be rented at any one time. Biannually, the condominium association will submit to the Zoning Administrator a survey of the occupancy of each unit to verify that the maximum tenant occupancy is 15%.'

VIII. SECTION 11-905 OF THE ZONING ORDINANCE:

This section of the Zoning Ordinance is intended to ensure a balance of housing types in a residential PUD. While ~~Mill Creek~~ Reunion does not specifically match the percentages in the Zoning Ordinance, it ~~promote~~ promotes affordable housing as recommended in the current Comprehensive Plan. Also in line with the current Comprehensive Plan, is the proximity of the development to several major arterials and highways. Further, with the recent amendments to the Comprehensive Plan, this site shall be within a "Medium Density Multifamily" portion of the City. Thus, a waiver from Section 11-905 is included in the approval of this PUD as a means of achieving City land use objectives.

Reunion in Historic South Norfolk 1 09 2007
~~Mill Creek Village Condominiums~~ 12-28-2006
Development Criteria 11-06-06
6-21-2005

Planned Unit Development
Page 16 of 16

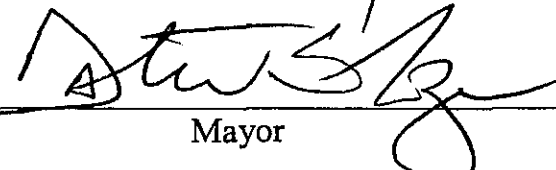
IX. "VISION FOR ~~MILL CREEK VILLAGE~~ REUNION":

Architectural and streetscape standards contained herein shall be followed. All preliminary and final site plans, construction plans and final building plans shall comply with these Criteria, including any attachments hereto. Nothing herein shall be construed as giving permission to place any buildings, within the Resource Protection Area.

X. ENFORCEMENT

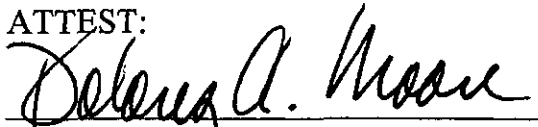
These Development Criteria and the Master Land Use Plan shall be interpreted and administered by the City Planning Director or authorized designee. Violation of any provision of the Development Criteria or the Master Land Use Plan shall constitute a violation of the Chesapeake Zoning Ordinance and subject to all enforcement measures set out in Article 20 of the Chesapeake Zoning Ordinance.

APPROVED this 20th day of February, 2007



Mayor

ATTEST:



City Clerk

STATE OF VIRGINIA,
CITY OF CHESAPEAKE, to-wit:

The foregoing instrument bearing date of February 20, 2005 2007, was acknowledged before me this 26th day of February, 2005 2007, by Dalton S. Edge and Dolores A. Moore, Mayor and City Clerk, respectively, of the City of Chesapeake, Virginia.



Notary Public

My commission expires: 12-31-2010

SPECIAL POWER OF ATTORNEY

Application No: NOV 6 06 RSN(M) 06 01

Property Description (13-digit Tax Map Number, Street Address or Common Description, Borough): 1580000000030, 1580000000080, 1580000000111

Nature of zoning reclassification sought: Planned Unit Development (Modification) all 24.92 acres

I/we Alexander-Rose, LLC, am/are

the applicant for the above referenced application; the owner of the property described above and I/we do hereby make, constitute, and appoint Pinnacle Group Engineering, Inc., my true and lawful attorney-in-fact, and grant unto my attorney-in-fact full power and authority to make application for the rezoning application described above, and to perform all acts and make all representations as such person shall deem necessary or appropriate in regard to said application, without any limitation whatsoever, including but not limited to the following authority: to submit proffers that would constitute binding conditions on the rezoning of the property, including limitations on its use, and to modify or amend any documents in whole or in part relating to the application.

The rights, powers, and authority of said attorney-in-fact herein granted shall commence and be in full force and effect on the 6th day of November, 20 06, and shall remain in full force and effect thereafter until actual notice, by certified mail, return receipt requested is received by the Planning Department of the City of Chesapeake stating that the terms of this power have been revoked or modified.

Applicant:

Owner:

Stephen B. Quick

Stephen B. Quick

Printed Name & Title of Authorized Signatory

Printed Name & Title of Authorized Signatory

Stephen Quick, III

Stephen Quick, III

Managing Member

Managing Member

(include title & company name when applicant or owner is not an individual)*

State of Virginia

City of Chesapeake

Subscribed and sworn to before me this 6th day of November 20 06

by Stephen Quick III

John Blackmore
NOTARY PUBLIC

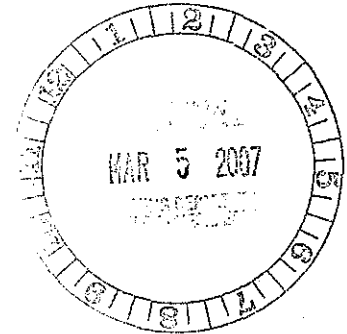
My commission expires on: 08/31/09

* If the owner or applicant is a corporation, partnership, or similar entity, documentation must be attached which establishes that the person signing on behalf of the entity has the authority to act on behalf of and to bind that entity.

Office of the City Clerk
306 Cedar Road
Chesapeake, Virginia 23030
email: council@mail.city.chesapeake.va.us
Telephone (757) 382-6151
Fax (757) 382-6678

February 22, 2007

Stephen B. Quick, III
Alexander-Rose LLC
820 Greenbrier Circle, Suite 3
Chesapeake, VA 23320



RE: RSN(M)-06-01: Reunion in Historic South Norfolk

Dear Mr. Quick:

The application for the above referenced Planned Unit Development was approved with modified development criteria dated January 9, 2007 by City Council at its regular meeting on February 20, 2007. Enclosed are the appropriate papers that have been processed in this regard.

As a reminder, the sign posted on this property for the purpose of advertising this 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. Please contact the Chesapeake Planning Department if you have any questions or need assistance with this matter.

Sincerely,

A handwritten signature in cursive script that reads "Dolores A. Moore".

Dolores A. Moore, MMC
City Clerk

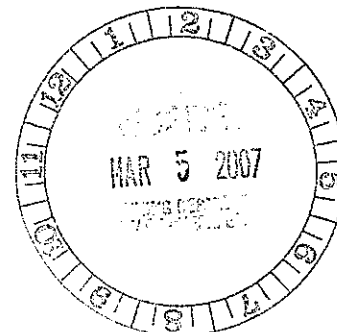
DAM:dah
Enclosures
cc: Planning, Public Works, Real Estate, Zoning

Docket Letter: C

Office of the City Clerk
306 Cedar Road
Chesapeake, Virginia 23322
email: council@mail.city.chesapeake.va.us
Telephone (757) 382-6151
Fax (757) 382-6678

February 22, 2007

Mr. Rodney Flores, P.E.
Pinnacle Group Engineering, Inc.
2006 Old Greenbrier Parkway, Suite 6
Chesapeake, VA 23320



RE: RSN(M)-06-01: Reunion in Historic South Norfolk

Dear Mr. Flores:

The application for the above referenced Planned Unit Development was approved with modified development criteria dated January 9, 2007 by City Council at its regular meeting on February 20, 2007. Enclosed are the appropriate papers that have been processed in this regard.

As a reminder, the sign posted on this property for the purpose of advertising this 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. Please contact the Chesapeake Planning Department if you have any questions or need assistance with this matter.

Sincerely,

A handwritten signature in cursive script that reads "Dolores A. Moore".

Dolores A. Moore, MMC
City Clerk

DAM:dah
Enclosures

Docket Letter: C

cc: Planning, Public Works, Real Estate, Zoning



C

C

C