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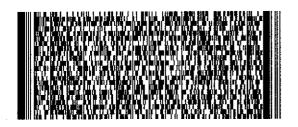


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CHARLES TOWN, WV 25414



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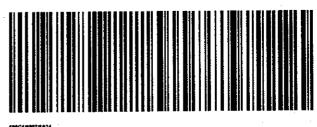
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West Virginia Development Office



State Capitol Complex
Building 6, Room 525
Charleston, West Virginia 25305-0311

DATE:

July 23, 2010

INVOICE#

FOR: Old Standard LLC

Brownfield

Bill To:

John Maxey President Jefferson County Planning Commission 116 East Washington Street, 2nd Floor P.O. Box 338 Charles Town, WV 25414

	DESCRIPTION		AMOUNT
658 pages @ .25 per page			\$164.50
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·			
		TOTAL	\$ 164.50

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WEST VIRGINIA DEVELOPMENT OFFICE

1900 Kanawha Boulevard, East • Charleston, WV 25305-0311 (304) 558-2234 • (800) 982-3386 www.wvopenforbusiness.com

March 12, 2009

Mr. Herbert Yonkers President Old Standard, LLC Post Office Box 341 Millwood, Virginia 22646

Dear Mr. Yonkers:

Thank you for your submission of an application for a Brownfield Economic Opportunity Development District under Chapter 5B Article 2 Section 6a of the West Virginia State Code (the Act). Your application has been reviewed and found to be in compliance with the Act and emergency Legislative Rule 145-11 and hereby approved, as submitted, by the West Virginia Development Office. Please note that this approval will preclude the State of West Virginia from providing any financial assistance to the project.

Thank you again for submitting this project for review. If you have any questions, please contact Mr. Todd E. Hooker of my staff at (304) 558-2234.

Sincerely,

Kelley Goes

Executive Director

Old Standard, LLC - Jefferson County, West Virginia Preliminary Land Use Tabulations

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Pago 1 or r

1 Projected uses
2 Building heights do not include mechanicals
3 Parking approximated pending allocation to specific use



Division of Land Restoration
Office of Environmental Remediation
1356 Hansford Street
Charleston, WV 25301
304-558-2508, Fax 304-558-3998

West Virginia Department of Environmental Protection

Bob Wise Governor

Stephanie R. Timmermeyer Cabinet Secretary

May 19, 2003

Mr. Herb Jonkers 120 Industrial Boulevard Kearneysville, WV 25430

RE: Voluntary Remediation Agreement, VRA Project # 05295 Old Standard LLC, Millville, Jefferson County, WV

Dear Mr. Jonkers:

Enclosed, pleased find your copy of the signed and executed Voluntary Remediation Agreement for the site located at Millville, West Virginia. We look forward to your participation in the program, with the common goal of securing a Certificate of Completion for the site so that the property will remain in productive and protective use for the citizens of our State.

Thank you for your participation in the Voluntary Remediation program, and please feel free to contact me if you have any questions or comments.

Sincerely.

Jim Maurin

Project Manager

Jem Marin

Enclosure

cc-

Charleston Office

File



VOLUNTARY REMEDIATION AGREEMENT FOR INVESTIGATION AND REMEDIATION ACTIVITIES

I. INTRODUCTION

1. The West Virginia Department of Environmental Protection ("WVDEP"), by its Secretary, Stephanie R. Timmermeyer ("Secretary") and Old Standard, LLC ("applicant") hereby enter into this Voluntary Remediation Agreement ("Agreement"), pursuant to the Voluntary Remediation and Redevelopment Act, W. Va. Code §22-22-1 et. seq. ("the Act"), for the purpose of investigating and remediating the property that is the subject of this Agreement ("the site").

II. JURISDICTION

- 2. This Agreement is entered into by and between the WVDEP, by its Secretary, and the applicant, pursuant to W.Va. Code §22-22-7.
- 3. The parties agree to the following terms and conditions as satisfying the requirements of the Act for the investigation and remediation of the site. The applicant reserves all rights under common law, the West Virginia Code and federal statutes to seek contribution or indemnity. The WVDEP reserves all rights it may have under common law, the West Virginia Code and federal statutes, to seek contribution or indemnity from persons other than the applicant and those persons identified in W. Va. Code § 22-22-18.
 - 4. By entering into this Agreement, the applicant neither admits nor denies liability.

III. STATEMENT OF ELIGIBILITY

5. The Secretary has determined that the application submitted by the applicant is complete and that the applicant is eligible to participate in the voluntary remediation program. However, neither the Secretary's determination of eligibility nor the entry into this Agreement precludes any finding by the Secretary at a later date that the site poses an imminent and substantial threat to human health or the environment within the meaning of W.Va. Code § 22-22-7(d). In addition, if it is determined that the applicant withheld or misrepresented information that would be relevant to applicant's eligibility, the Secretary may withdraw from this Agreement.

IV. PARTIES BOUND

6. This Agreement shall apply to and be binding upon the applicant, its officers, directors, principals, employees, agents, successors, subsidiaries, and assigns, and upon

WVDEP, its employees, agents and successors. The signatories to this Agreement certify that they are fully authorized to execute and legally bind the parties they represent. No change in ownership, corporate, or partnership status of the applicant shall in any way alter its status or responsibilities under this Agreement, unless the applicant or WVDEP withdraws from this Agreement as provided herein.

7. The applicant shall provide a copy of this Agreement to any subsequent owners or successors before ownership rights are transferred. The applicant shall provide a copy of this Agreement to all contractors, subcontractors, laboratories, and consultants which are retained to conduct any work performed under this Agreement, within fourteen (14) days after the effective date of this Agreement, or within fourteen (14) days of the date of retaining their services.

V. DEFINITIONS

- 8. "Day" or "calendar day" means the 24-hour period between 12:00 A.M. 12:00 A.M.
- 9. "No further action" means a site is eligible to receive a Certificate of Completion on the basis of site assessment sampling or sampling data developed under a Voluntary Remediation Agreement which demonstrates that the site meets applicable standards.
- 10. "Rules" mean those rules adopted by the Secretary of the Department of Environmental Protection pursuant to the Voluntary Remediation and Redevelopment Act and promulgated at 60 CSR 3 as the Voluntary Remediation and Redevelopment Rule.
- "Site" shall be used in the manner as defined by W.Va. Code §22-22-2(dd) and, for purposes of this Agreement, means the property located in Millville, Jefferson County, West Virginia and described in the Application for Participating in the Voluntary Remediation Program attached and incorporated herein as Exhibit "A" [Submitted to WVDEP and accepted by letter dated March 26, 2003]
- 12. All other terms contained in this Agreement shall be used in the manner as defined by W. Va. Code § 22-22-2 or the Rules.

VI. STATEMENT OF PURPOSE

- 13. This Agreement sets forth necessary terms and conditions to satisfy the requirements of the Act for the investigation and remediation of the Site.
- 14. The activities conducted by the applicant under this Agreement are subject to approval by WVDEP as provided herein. Applicant shall provide all necessary information for

the Site. The activities conducted by the applicant shall be consistent with this Agreement, all applicable laws and regulations and any appropriate guidance documents.

VII. WORK TO BE PERFORMED

- All work to be performed by the applicant pursuant to this Agreement shall be under the direction and supervision of a licensed remediation specialist. The licensed remediation specialist may be designated by applicant as applicant's project manager pursuant to Paragraph 33. Prior to the initiation of Site work, the applicant shall notify WVDEP, in writing, regarding the name and title of the licensed remediation specialist, if different from the licensed remediation specialist designated in the Application, and of any contractors and/or subcontractors to be used in carrying out the terms of this Agreement.
- 16. Applicant shall submit a Voluntary Remediation Work Plan which when implemented provides for the attainment of the applicable standard specified in Paragraph 18 of this Agreement.

Prior to the filing of the application and prior to the execution of this Agreement, applicant has undertaken work at the site. The following documents have been accepted and approved by the licensed remediation specialist in support of the requirements of the Act for the investigation and remediation of the site:

Millville drinking water/groundwater supply wells analytical results, March 10, 2003

Spoil Pile analytical results, March 18, 2003

For the purposes of remediation and preparing Final Reports the Site may be divided into separate areas, and different human health and ecological remediation standards; e.g., De Minimis, Uniform Risk-Based, Site-Specific Risk-Based, may be utilized for these individual areas. Applicant currently contemplates that the Site will be subdivided into the following areas:

Eastern and Western Area

17. The Voluntary Remediation Work Plans submitted with this Agreement include the following:

Site Assessment Work Plan, Old Standard Quarry Eastern Area, April 2003

18. The parties agree that the applicable standard for this Site, consistent with Section 9 of the rule, is as follows:

The parties agree that the applicable standard(s) for this Site will be determined upon approval of the work plan(s) and report(s) described in Paragraph 20 of this Agreement. The

parties agree that the future determination of standard(s) will be described in a modification to the Agreement.

- The statutes and regulations for which compliance is mandated in connection with 19. the investigation or remediation of this Site are as follows:
 - Air Pollution Control Act, W.Va. Code §§ 22-5-1 et seq.; (a)
 - Water Pollution Control Act, W. Va. Code §§ 22-11-1 et seq.; (b)
 - Groundwater Protection Act, W. Va. Code §§ 22-12-1 et seq.; (c)
 - Hazardous Waste Management Act, W. Va. Code §§ 22-18-1 et seq;
 - Section 103(a) of Comprehensive Environmental Response, Compensation, and (d) (e) Liability Act of 1980, 42 U.S.C.A. §§ 9603(a)
 - Section 304 of Emergency Planning and Community Right-To-Know Act of (f)1986, 42 U.S.C.A. §§ 11001 to 11050;
 - Occupational Safety & Health Act, 29 U.S.C.A. §§ 651 to 678;
 - Resource Conservation and Recovery Act, as amended, et. seq., 42 U.S.C.A. (g) (h) $\S\S$ 6901, et seq.; and
 - Toxic Substances Control Act, 15 U.S.C.A. §§ 2601, et seq.; (i) and any applicable regulation promulgated thereunder.

VIII. SUBMITTAL AND APPROVAL OF WORK PLANS OR REPORTS

The applicant shall submit the following work plans or reports in accordance with the schedule provided in this Agreement:

Site Assessment Work Plan, Old Standard Quarry, Eastern Area, April 2003

Site Assessment Report, Old Standard Quarry, Eastern Area, June 2003

Site Assessment Work Plan, Old Standard Quarry, Western Area, July 2003

Site Assessment Report, Old Standard Quarry, Western Area, October 2003

When additional work plans or reports are planned as a follow-up to initial activities, the applicant shall submit the subsequent work plans, reports (including final reports), and schedules in accordance with a modification to this Agreement.

- The Secretary may, based upon accuracy, quality, and completeness, either 21. approve or disapprove a work plan or report submitted by applicant.
- If the Secretary disapproves a work plan or report, the Secretary must, within 5 days of its disapproval, notify the applicant in writing that its work plan or report has been disapproved. Such written notice shall include a list specifying the reasons that the work plan or

report was disapproved, and shall specify all additional information needed for the work plan or report to obtain approval.

- 23. If the Secretary disapproves a work plan or report as submitted, the applicant must resubmit the work plan or terminate this Agreement as provided in Paragraph 74.
- 24. The Secretary shall either approve or disapprove all work plans and reports within 30 days of receipt. Any such action taken on a work plan or report must be confirmed in writing and received by the applicant within the 30-day period. An extension of time for approval or disapproval of work plans or reports may be mutually agreed to by and between the applicant and the Secretary. If an extension of time is mutually agreed to by the Secretary and the applicant, it must be confirmed in writing.
- After work plans or reports are resubmitted, the Secretary shall approve or disapprove the resubmitted work plans or reports within thirty (30) days of receipt, or within such shorter period specified in the party's voluntary remediation agreement. Any action taken on resubmitted work plans or reports must be confirmed in writing and received by the applicant within the thirty (30)-day period for acting on a resubmitted application, or within such shorter period specified in the party's voluntary remediation agreement. An extension of time or action on resubmitted work plans or reports may be mutually agreed to between the applicant and the Secretary. If an extension of time is mutually agreed to by the Secretary and the applicant, it must be confirmed in writing. If resubmitted work plans or reports are not approved by the Secretary, then the Secretary and applicant may mutually agree, in writing, to a schedule for additional review of the resubmitted work plans or reports.
- 26. If work plans or reports are not approved or disapproved within 30 days of receipt by the Secretary, or if resubmitted work plans or reports are not approved or disapproved within 30 days of receipt by the Secretary, then the work plans or reports will be deemed approved unless such work plans or reports are determined to be materially inaccurate.
- 27. Notice. Any notice required to be given under the provisions of this section must be in writing and sent via United States certified mail. Notice is complete upon receipt.
- 28. If the applicant desires to proceed with the implementation of the approved work plan, the applicant must notify the Secretary in writing not more than 90 days after the work plan is approved. After providing such notice, the applicant shall initiate the work detailed in the Voluntary Remediation Work Plan according to the schedule as set forth in the Secretary's Notice of Approval. Upon the Secretary's receipt of notice that the applicant intends to proceed, the fully approved voluntary remediation work plan shall be deemed incorporated into and made an enforceable part of this Agreement.
- 29. Upon completion of the work contemplated by all work plans, the applicant shall submit to the Secretary the final report prepared by the licensed remediation specialist. The final

report shall include all information necessary to verify that all work contemplated by the work plan has been completed and all information required by the rules.

IX. ADDRESSES FOR ALL CORRESPONDENCE

30. Documents, including reports, approvals, notifications, disapprovals, and other correspondence to be submitted under this Agreement, may be sent by certified U.S. mail, return receipt requested, hand-delivery, overnight mail, or by courier service to the following addresses, or to such addresses as applicant or WVDEP may designate in writing.

Documents to be submitted to WVDEP should be sent to:

Jim Maurin
Project Manager
West Virginia Department of Environmental Protection
Division of Land Restoration
Office of Environmental Remediation
2031 Pleasant Valley Road, Suite #1
Fairmont, WV 26554

Phone No. (304) 368-3950 Fax No. (304) 368-3953

Documents to be submitted to applicant should be sent to:

Old Standard, LLC Rt. 2, Box 99E Charles Town, WV 25414 Attn: Herb Jonkers

Phone No. (703) 627-0935 Fax No. (304) 724-7292

X. COMPLIANCE WITH APPLICABLE LAWS

31. All work undertaken by the applicant pursuant to this Agreement shall be performed in compliance with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, all Occupational Safety and Health Administration, Department of Transportation and Resource Conservation and Recovery Act regulations. The

applicant shall be responsible for obtaining all permits, which are necessary for the performance of any work hereunder.

32. Completion of the work performed in accordance with this Agreement shall satisfy all applicable remediation requirements of Chapter 22 of the West Virginia Code, including the following: the Surface Coal Mining and Reclamation Act, W. Va. Code §§22-3-1 et seq.; the Air Pollution Control Act, W. Va. Code §§22-5-1 et seq.; the Water Pollution Control Act, W. Va. Code §§ 22-11-1 et seq.; the Groundwater Protection Act, W. Va. Code §§22-12-1 et seq.; the Solid Waste Management Act, W. Va. Code §§22-15-1 et seq.; the Underground Storage Tank Act, W. Va. Code §22-17-1 et seq.; and the Hazardous Waste Management Act. W. Va. Code §§22-18-1 et seq.

XI. PROJECT MANAGER/LICENSED REMEDIATION SPECIALIST

- Agreement. The applicant has designated Jeffrey H. Mitchell as the applicant's Licensed Remediation Specialist (LRS) and Lydia M. Work as the Project Manager for the Site. The LRS shall be responsible for the supervision of all activities under this Agreement. The WVDEP project manager will be the WVDEP designated representative at the Site. To the maximum extent possible, communications between applicant and WVDEP and all documents (including reports, approvals, and other correspondence) concerning the activities performed pursuant to the terms and conditions of this Agreement shall be directed through the project managers. During the implementation of this Agreement, the project manager shall, whenever possible, operate by consensus and shall attempt in good faith to resolve disputes informally through discussion of the issues. Each party has the right to change its respective project manager or licensed remediation specialist and shall notify the other party of such change within seventy-two (72) hours.
- 34. The absence of applicant's or WVDEP's project manager from the Site shall not be cause for the stoppage of work. The applicant's project manager or licensed remediation specialist or his supervisor shall be reasonably available by telephone while work is being performed. The applicant shall designate a person to be in charge that will be available on-site when field work is being performed.

XII. QUALITY ASSURANCE

35. The applicant shall use quality assurance, quality control, and chain of custody procedures in accordance with Quality Assurance Project Plan approved for use by WVDEP throughout any work plan sample collection and analysis activities under this Agreement, unless WVDEP agrees otherwise.

- 36. The applicant shall provide the WVDEP project manager with reasonable advance notice of all sampling and analysis as detailed in the work plan. To provide quality assurance and maintain quality control, the applicant shall:
 - a) Use laboratories certified by WVDEP;
 - b) Ensure that all sampling and analyses are performed according to US EPA methods, the approved Quality Assurance Project Plan, or other methods deemed satisfactory by WVDEP; and
 - c) Ensure that any laboratories used by the applicant for analyses participate in a documented Quality Assurance/Quality Control program that complies with US EPA guidance documents. As part of such a program, and upon request by WVDEP, such laboratories shall perform analyses of samples provided by WVDEP to demonstrate the quality of analytical data for each such laboratory.
- 37. In the event any laboratory fails to perform the activities required in Paragraph 36, WVDEP reserves the right to reject any data not gathered pursuant to the requirements listed, and to require that the applicant utilize a different laboratory.

XIII. SAMPLING AND DATA/DOCUMENT AVAILABILITY

- 38. The applicant shall, upon request, make the results of all sampling, including raw data and/or tests or other data generated by the applicant, or on the applicant's behalf, available to WVDEP. WVDEP shall make available to the applicant the quality-assured results of sampling and/or tests or other data similarly generated by WVDEP.
- 39. At the request of WVDEP, the applicant shall permit an authorized representative of WVDEP to take samples of wastes, soils, air, surface water and groundwater at the Site. For each sample taken, the authorized representative shall provide the applicant a receipt describing the sample obtained and, if requested, a portion of each sample equal in weight or volume to the portion retained.

XIV. ACCESS

40. To the extent that the Site or other areas where work is performed hereunder is presently owned or controlled by parties other than those bound by this Agreement, the applicant shall obtain, or use its best efforts to obtain, access agreements from the present owners. Best efforts shall include, at a minimum, a certified letter from the applicant to the present owner of such property requesting access agreements to permit the applicant or any authorized representative of the WVDEP access to such property. Such agreement shall provide access for authorized representatives of the WVDEP as specified below. In the event such access

agreements are not obtained, the applicant shall so notify the WVDEP, which may then, at its discretion, assist the applicant in gaining access.

- Upon presentation of proper credentials, authorized representatives of the WVDEP shall be provided access by the applicant to the Site and other areas where work is to be performed under this Agreement at all reasonable times. Such access shall be related solely to the work being performed on the Site and shall include, but not be limited to: inspecting records, operating logs and contracts related to the Site; reviewing the progress of the applicant in carrying out the terms of this Agreement; conducting such tests, inspections and sampling as WVDEP may deem necessarily consistent with this Agreement. The applicant shall permit WVDEP's authorized representatives to inspect and copy all records, files, photographs, documents and other writings, including all sampling and monitoring data, which pertain to this Agreement over which the applicant exercises control. All persons with access to the Site, pursuant to this Agreement, shall comply with any applicable health and safety plans.
- 42. Nothing herein shall be construed as restricting the inspection or access authority of WVDEP under any law or regulation.

XV. RECORD PRESERVATION

- The applicant agrees to preserve, during the pendency of this agreement, and for a minimum of three years after its termination, all documents required by this Agreement and any other documents generated or used to prepare the documents required by this Agreement. Upon request by WVDEP, the applicant shall make available to WVDEP such records, or copies of any such records.
- 44. The applicant may assert a confidentiality claim for any information submitted pursuant to this Agreement on the grounds that such information, or parts thereof, if made public, would divulge methods, processes, or activities entitled to protection as trade secrets. If no such confidentiality claim accompanies the information when it is submitted to the WVDEP, it may be made available to the public by WVDEP without further notice to the applicant. The applicant agrees not to assert any confidentiality claim with regard to any physical or analytical data regarding environmental conditions at the Site.

XVI. DISPUTE RESOLUTION

The parties shall use their best efforts to, in good faith, resolve all disputes or differences of opinion informally. The period of informal resolution shall not exceed thirty (30) days from the time that either party commences informal resolution, unless the parties agree otherwise in writing. If, however, the parties are unable to resolve the dispute informally, the applicant may present written notices of such dispute to WVDEP and set forth specific points of dispute and the position of the applicant. This written notice shall be submitted no later than 10

calendar days after the expiration of the informal dispute resolution period. The applicant's project manager will notify the WVDEP project manager immediately by phone or other appropriate methods of communication, prior to written notice, when she/he believes that the parties are unable to resolve a dispute. If either party requests, within 14 days receipt of written notice of the dispute by WVDEP, disputes will be submitted to a mutually-approved impartial third party for non-binding mediation.

- 46. After the parties have attempted in good faith to resolve disputes pursuant to the terms of Paragraph 45, any unresolved disputes arising out of or relating to this agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the arbitrator's decision may be entered in any court having jurisdiction. The applicant shall notify WVDEP in writing of any unresolved disputes which they believe require arbitration. Within 5 days, the parties shall agree to an arbitrator. If the parties fail to agree to an arbitrator, the arbitration shall be administered by the American Arbitration Association. In selecting a mediator or arbitrator, the parties shall attempt to select persons with experience in environmental matters, including but not limited to a licensed remediation specialist.
- 47. The applicant shall make a written submission in support of its position to the agreed arbitrator within 10 days of the arbitrator's selection, and the other party may make a written response in support of its position within 7 days thereafter. Upon notice to the parties, the arbitrator may request additional information or make specific inquiry of either party. Within 30 days of the written response under this paragraph, the arbitrator shall render a decision on the dispute and notify each of the parties of the decision. The applicant agrees to pay for the services of any mediator and arbitrator used by the parties in attempting to resolve disputes arising out of or relating to this agreement. Each party shall pay its own legal fees in conducting mediation or arbitration.
- 48. Until the dispute is resolved, any actions concerning that element of work in dispute shall be halted. The resolution of the dispute shall be incorporated into the work plan and made an enforceable part thereof. The time schedule for the work in dispute shall be extended by the amount of time needed for resolution. Elements of work and/or obligations not affected by the dispute shall be completed in accordance with the schedule contained in the work plan.
- 49. Elements of work and any actions required as a result of such dispute resolution shall immediately be incorporated, if necessary, into the appropriate plan or procedure, and into this Agreement. The applicant shall proceed with all remaining work according to the modified plan or procedure.

XVII. FORCE MAJEURE

50. The applicant shall cause all work or required reporting to be performed within the time limits set forth herein, unless performance is delayed by events, which constitute a

Force Majeure. "Force Majeure" shall mean conditions or circumstances beyond the reasonable control of applicant which could not have been overcome by due diligence and shall include, without limitation, acts of God, action or inaction of other governmental agencies, or administrative or judicial tribunals or other third parties, or strikes or labor disputes (provided, however, applicant shall not be required to concede to any labor demands), which prevent or delay applicant from complying with the work plan.

- The applicant shall notify WVDEP by telephone within three (3) working days and by writing no later than seven (7) working days after any event, which the applicant contends, is a Force Majeure. Such notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken or to be taken by the applicant to minimize the delay, and the timetable by which these measures will be implemented. Applicant shall have the burden of demonstrating that the event is a Force Majeure. The decision of whether an event is a force majeure shall be made by the Secretary, or the Secretary's designee. The decision shall be immediately communicated to the applicant.
- 52. If a delay is attributable to a Force Majeure, the time period for performance under this Agreement shall be extended, in writing, by the amount of time that is attributable to the event constituting the Force Majeure.

XVIII. RESERVATION OF RIGHTS

- 53. WVDEP and applicant reserve all rights and defenses they may have pursuant to any available authority unless expressly waived herein.
- 54. Nothing herein is intended to release, discharge, or in any way affect any claims, causes of actions or demands in law or equity which the parties may have against any person, firm, partnership or corporation, not a party to this Agreement for any liability it may have arising out of or relating in any way to, the generation, storage, treatment, handling, transportation, release or disposal of any materials, hazardous substances, hazardous waste, contaminants, or pollutants at, to, or from the Site. The parties to this Agreement expressly reserve all rights, claims, demands, and causes of action they have against any and all other persons and entities who are not parties to this Agreement, and as to each other for matters not covered hereby.
- 55. The applicant reserves the right to seek contribution, indemnity, or any other available remedy against any persons found to be responsible or liable for contributions, indemnity, or otherwise for any amounts which have been or will be expended by the applicant in connection with the Site.
- 56. The WVDEP reserves the right to bring an action, including an administrative action, against the applicant for any violation of statutes or regulations except for the specific violations or releases that are being remediated in the work plan.

- 57 The WVDEP reserves the right to withdraw its approval of the work plan at any time during the implementation of the work plan if:
 - a) WVDEP determines that the applicant has failed to substantially comply with the terms and conditions of this Agreement or the work plan;
 - b) Applicant declines to implement the work plan after being notified of its approval by the WVDEP; or
 - c) WVDEP determines that a hazardous substance or petroleum has become an imminent or substantial threat to human health or the environment.

Upon WVDEP's withdrawal of its approval, this Agreement shall be terminated and WVDEP reserves the right to bring any action to enforce any statute or regulation under Chapter 22 of the West Virginia Code, including an action regarding the violations or releases that were the subject of this Agreement.

58. The WVDEP acknowledges that, pursuant to W. Va. Code §22-22-18, applicant, upon receipt of the Certificate of Completion, is not liable for claims for contribution concerning matters addressed in the Voluntary Remediation Agreement or any related work plan.

XIX. ADMINISTRATIVE COSTS

- 59. Applicant agrees to reimburse WVDEP for all of its reasonable administrative costs associated with implementation of this Agreement at the rate of 2.5 times the hourly rate of the primary employee assigned to the site plus the actual and direct expenses of such employee. Within 60 calendar days of the approval of the work plan, WVDEP shall send the applicant an itemized list of estimated in-house costs that WVDEP expects to incur under this Agreement. The applicant agrees that a reasonable estimate of WVDEP contractor costs will be provided as described in paragraph 60. Itemization will be in standard WVDEP format. The estimated costs may include the preparation of the itemized list of administrative costs. Upon request, the applicant shall have the right to examine any documentation in WVDEP's possession used to develop the itemized list of costs. Requests for such documentation shall be made in writing and must be received by WVDEP within two (2) weeks from the date the applicant receives the estimate of costs.
- 60. WVDEP agrees to allow the applicant to review and comment on the scope of work and associated cost estimates for outside contractors prior to WVDEP's authorization of the said contractor to proceed with the associated work. WVDEP will strive where possible to use cost effective and qualified outside contractor(s). "Outside contractors" are defined as individuals, partnerships or corporations paid by WVDEP to assist in the oversight of the activities under this agreement (e.g., risk assessment), but shall not include WVDEP employees. Cost estimates and invoices from outside contractors shall be submitted to the applicant within two (2) weeks from the date the WVDEP receives the cost estimate or invoice. The applicant shall raise any and all objections regarding cost estimates or invoiced work to the WVDEP

within two (2) weeks from the date the applicant receives the forwarded estimates/invoice(s) from the WVDEP or within two (2) weeks of the receipt by the applicant of any back-up documentation of the said cost estimates/invoices which is contained in WVDEP files and requested by the applicant, whichever shall last occur.

- 61. Applicant shall pay these costs in accordance with the following provisions. The \$5,000 application fee shall be credited against the first accounting. WVDEP shall periodically send an accounting of contractor, subcontractor and laboratory costs to applicant. Said accounting shall itemize all costs incurred by WVDEP for the previous calendar quarter. Applicant shall pay said amount within 45 days of receipt of the accounting. WVDEP shall also periodically send an accounting of WVDEP's primary employee time charged to this site to applicant. Applicant shall pay said amount within 45 days of receipt of the accounting.
- 62. Checks should be made payable to the Voluntary Remediation Fund and mailed along with a transmittal letter stating the site name and address to the West Virginia Department of Environmental Protection: Attention: Chief, Office of Environmental Remediation. In addition, a copy of the check and transmittal letter should be mailed to the WVDEP project manager.

XX. NOTICE OF BANKRUPTCY

63. As soon as the applicant has knowledge of its intention to file bankruptcy or no later than 7 days prior to the actual filing of a voluntary or involuntary bankruptcy petition, applicant shall notify WVDEP of its intention to file a bankruptcy petition.

XXI. INDEMNIFICATION

Applicant agrees to indemnify and save and hold the state of West Virginia, its agencies, departments, agents, and employees, harmless from and all claims or causes of action arising from, or on account of, acts or omissions of the applicant, its officers, employees, receivers, trustees, agents, or assigns, in carrying out the activities pursuant to this Agreement.

XXII. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

- 65. The effective date of this Agreement shall be the date on which the applicant receives the notice that this Agreement has been signed by the Secretary of WVDEP.
- 66. This agreement may be amended by mutual agreement of WVDEP and the applicant. Amendments shall be in writing and shall be effective when the applicant receives notice that the amendment has been signed by the Secretary of WVDEP.

67. If the Secretary determines that there is an imminent threat to the public, the Secretary may unilaterally modify or amend this Agreement.

XXIII. EXTENSIONS OF TIME PERIODS

- 68. Any written response shall be deemed timely performed if hand-delivered or postmarked by the last day of any time period prescribed herein. Whenever a party has the right or is required to do some act or make some response within a prescribed period after the service of a notice or other paper on him and the notice or paper is served upon him by United States mail, three (3) days shall be added to the prescribed period.
- 69. Whenever any party is called upon to respond or otherwise act in a certain number of days, and if the final day occurs on a Saturday, Sunday or legal holiday (whether state or national), such time limitation shall automatically extend to the next business day after such Saturday, Sunday, or holiday.
- 70. Any time periods specified in this Agreement may be extended only by agreement of the parties.

XXIV. TERMINATION AND SATISFACTION

Upon completion of the final report prepared by the LRS, the applicant may seek a Certificate of Completion from the Secretary. Upon receipt of a request for a Certificate of Completion, the Secretary shall determine that the Site meets applicable standards for those areas of the Site and for those contaminants identified in the voluntary remediation agreement and that the applicant has complied with the voluntary remediation agreement and any approved work plans for the Site. Upon making this determination, the Secretary shall issue a Certificate of Completion which conforms substantially to Appendix 60-3C of the rules. Where a land use covenant is required by this Agreement, such Certificate of Completion shall not become effective until it is properly filed with the Clerk of the County Commission of the county in which the property is located.

If the Secretary determines that the certificate should not be issued because work required by this Agreement and any approved work plans has not been completed or because the Site does not meet applicable standards, the Secretary shall initiate the procedures relating to denial of a certificate as provided in the rules.

72. The provisions of this Agreement shall be satisfied and this Agreement shall terminate when the Secretary issues the Certificate of Completion.

- 73. Nothing in this Agreement shall restrict the state of West Virginia from seeking other appropriate relief to protect human health or the environment from pollution or contamination at or from this Site not remediated in accordance with this Agreement.
- 74. Applicant may, in its sole discretion, terminate this Agreement by providing to the Secretary fifteen (15) days advance written notice of termination. Only those costs incurred or obligated by the Secretary before the notice of termination is received are recoverable if the Agreement is terminated. If the applicant terminates this Agreement, then the applicant shall pay WVDEP's costs associated with the voluntary remediation within thirty-one (31) days after receiving notice that the costs are due and owing.

XXV. LAND USE COVENANTS

75. The parties agree that restrictions may be required on the future use of the Site. Once such restrictions have been determined, an appropriate land use covenant will be prepared and recorded for the Site.

XXVI. REOPENER

76. Upon agreement of the parties or upon occurrence of one or more conditions of W.Va. Code § 22-22-15, this Agreement may be reopened in accordance with W. Va. Code §22-22-15 and the rules implementing that section.

XXVII. PRECEDENCE OF AGREEMENT

77. In the event that conflict arises among the terms and conditions of this Agreement, the State of Work, or the approved work plan, this Agreement shall govern and the terms and conditions hereunder shall determine the parties' rights and responsibilities.

XXVIII. GOVERNING LAW

78. This Agreement will be governed by the laws of the state of West Virginia.

Ou Standard, LLC (AFFLICARI)
Printed Name: 520/2017 Townstate
Title: 1/2016 A FAF 2
Signature: ////////////////////////////////////
Date:
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Printed Name: Ken Ellison
Title: Director.
Signature: The Ellin
Date: 5 2103

THIS CONFIRMATORY DEED, dated this 13th day of January,
2004, by and between OLD STANDARD QUARRY LLC, a limited liability
company, party of the first part and hereinafter referred to as
Grantor and OLD STANDARD LLC, a limited liability company, party
of the second part and hereinafter referred to as Grantee.

whereas, the Grantor purchased the herein described real estate from Braun A. Hamstead, Substitute Trustee, by deed dated January 29, 2003, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 969 at Page 630, and

WHEREAS, subsequent to the purchase, the Grantor changed its name from Old Standard Quarry LLC to Old Standard LLC, and

WHEREAS, the Grantor wishes to execute a confirmatory deed unto the Grantee to acknowledge the change of name, and

NOW, THEREFORE WITNESSETH: That for and in the consideration of a confirmatory deed, the said Grantor does hereby grant and convey unto said Grantee all of its right, title and interest in and to all of that certain lot or parcel of real estate, with general warranty of title, with improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Harpers Ferry District of Jefferson County, West Virginia and being more particularly described as follows:

All that certain lot, tract or parcel of real estate, situate, lying and being in the Harpers Ferry District of Jefferson County, West Virginia, being more particularly described as follows, to-wit:

BEGINNING at (313) a 5/8" rebar and cap set on the easterly side of W. Va. Sec. Rte. 27 and corner to the Edith B. Hoffman tract; thence with the said Hoffman tract in part and in part with the John N. & June H. Newcomer tract, S. 56° 06' 53" E. 2557.32' to (202) a 5/8" rebar and cap set in the southerly line of the said Newcomer tract and corner to the Alexander Murphy tract, said point being N. 56° 06' 53" W. 260.29' from (148) an iron pin found corner to the Lynwood S. Barton tract; thence with the said Murphy tract the following courses: S. 64° 37' 57" W. 263.88' to (203) a 5/8" rebar and cap set; thence S. 33° 07' 57"W. 362.84' to (204) a 5/8" rebar and cap set; thence S. 19" 22' 57" W. 230.90' to (205) a 5/8" rebar and cap set; thence S. 35° 07' 57" W. 329.85' to (146) a hacked double red oak; thence S. 45° 07' 03" E. 462.74' to (208) a point on the westerly bank of the Shenandoah River, said point being S. 45° 07' 03" E. 10.58' from a flanged axle set; thence with the meanderings of the westerly bank of the said Shenandoah River the following courses; S. 62° 07' 30" W. 493.70' to (144); thence S. 46° 01' 37" W. 605.33' to (143); thence S. 38° 56' 59" W. 661.57' to (142); thence S. 30° 05' 18" W. 1611.93' to (141); thence S. 44° 19' 36" W. 455.84' to (140); thence S. 61° 22' 15" W. 1341.40' to (139); thence S. 71° 24' 56" W. 2417.02' to (189) a point on the westerly bank of the said Shenandoah River and corner to the Blue Ridge Ent. of W. Va. Inc. tract, said point being an extension of a large row of trees; thence with the said Blue Ridge tract, N. 15° 30' 44" W. 149.91' to (231) a 5/8" rebar and cap set corner to the Chessie System R.R.R/W and the Ellis A. Johnson tract (Lot No. 2); thence with the said Lot No. 2 the following courses: N. 75° 05' 12" E. 284.00' to (232) a 5/8" rebar and cap set; thence N. 24° 43' 25" W. 148.00' to (221) a rebar and cap set on the easterly side of the said Chessie System R/W; thence crossing the said Chessie System R/W the following courses: N 04° 09' 51" W. 45.00' to (222) a 5/8" rebar and cap set; thence N. 31° 27' 31" E. 54.88" to (234) a 5/8" rebar and cap set on the westerly side of the said Chessie System R/W and corner to the Ellis A.

Johnson tract (Lot No. 1); thence with the said Lot No. 1, N. 18°03' 13" W. 64.58' to (235) a 5/8" rebar and cap set on the easterly side of the above-mentioned W. Va. Sec. Rte. 27; thence with the said W. Va. Sec. Rte. 27 on a curve to the left having a length of 203.64', a radius of 321.583' and a chord of N. 41° 15' 17" E. 91.79' to (236) a 5/8" rebar and cap set on the easterly side of the said W. Va. Sec. Rte. 27 and comer to the M. E. Church-South tract; thence with the said church tract the following courses: S. 52° 29' 06" E. 150.68' to (238) a 5/8" rebar and cap set; thence N. 37° 30' 54" E. 90.00 to (239) a 5/8" rebar and cap set; thence N. 52° 29' 06" W. 167.66' to (237) a 5/8" rebar and cap set on the easterly side of the above-mentioned W. Va. Sec. Rte. 27; thence with the easterly side of the said W. Va. Sec. Rte. 27 the following courses: on a curve to the right having a length of 65.142 a radius of 176.461' and a chord of N. 37° 31' 49" E. 36.81' to (246); thence N. 42° 54' 23" E. 340.94' to (248); thence on a curve to the left having a length of 146.600', a radius of 328.037' and a chord of N. $30^{\circ}~06^{\circ}$ 13" E. 145.383' to (251); thence N. 17" 18' 03" E. 212.50' to (253); on a curve to the left having a length of 84 .420', a radius of 129.275' and a chord of N. 01° 24' 25" W. 82.928' to (255); thence N. 20° 06' 53" W. 247.51' to (257); thence on a curve to the left having a length of 55.829', a radius of 139.778' and a chord of N. 31° 33' 25" W. 55.458' to (260); thence N. 42° 14' 58" W. 86.13' to (290); thence on a curve to the right having a length of 493,906', a radius of 403,862' and a chord of N. 08° 33' 02" W. 463.697' to (292); thence N. 26° 29' 04" E. 175.25' to (294); thence on a curve to the right having a length of 41.969', and a radius of 1230.00' and a chord of N. 27° 27' 43" E. 41.967' to (296); thence N. 28° 26' 22" E.1609.36' to (298); thence on a curve to the right having a length of 94.172', a radius of 244.557' and a chord of N. 39° 28' 16" E. 93.592' to (300); thence N. 50° 30' 09" E. 938.90' to (302); thence on a curve to the right having a length of 18.668', a radius of 480.00 and a chord of N. 51° 37' 00" E. 18.667' to (304); thence N. 52° 43' 51" E. 307.36" to (306); thence on a curve to the left having a length of 139.332', a radius of 2402.353' and a chord of N. 51°04' 09" E.139.313' to(308);thence N. 49° 24' 28" E.551.01' to (310); thence on a curve to the left having a length of 88.295', a radius of 323.00' and a chord of N. 41° 34' 35" E. 88.023' to (312); thence N. 33° 44' 42" E. 2188.212 to (313) the point of beginning, containing 429.656 acres, as shown on that certain plat prepared by P. C. Dimagno Engineers and Surveyors, dated February 12, 1979, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virgitia, Immediately preceding that Deed from Martin Marietta Corporation to Shenandoah Quarries, Inc., dated June 8, 1979, and in Deed Book No. 456, at page 697.1

This conveyance is expressly made subject to easements of record and in existence.

SAVING AND EXCEPTING the following described parcels of real estate:

(1) That certain Chessie System right-of-way as shown on the aforesaid plat and more particularly bounded and described as follows:

"BEGINNING at (222) a 5/8" rebar and cap set on the easterly side of the R.R.R/W, said point being 15' left of Station 206+31.8; thence crossing the said R/W N. 31° 27' 31" E. 54.88' to (234) a 5/8" rebar and cap set on the westerly side of the said R/W, said point being 20' right of Station 206+00.6; thence with the said westerly side of the said R/W the following courses: on a curve to the right having a centerline length of 351.50', a radius of 1273.320' and a chord of S. 72° 33" 26' E. 29.84' to (229), said point being 20' right of Station 205+73; thence N. 01° 31'06" W. 20.00' to (230), said point being 40' right of Station 205+73; thence on a curve to the right having a centerline length of 351.50', a radius of 1273.320' and a chord of S. 88° 30' 21" E. 138.04' to (270), said point being 40' right of Station 204+39.1; thence S. 85° 29' 36" E. 39.10' to (274), said point being 40' right of Station 204+00; thence S. 04° 30' 24" W. 10.00' to (273), said point being 30' right of Station 204+00; thence S. 85° 29' 35" E. 130.00 to (287), said point being 30' right of Station 202+70; thence N. 04° 30' 24" E. 11.00' to (279), said point being 41' right of Station 202+70; thence N. 88° 01' 08" E. 265.47 to (286), said point being 41' right of Station 200+00; thence S. 03° 31' 54" E. 16.00' to (318), said point being 25' right of Station 200+00; thence on a curve to the left having a centerline length of 526.90', a radius of 1074.31' and chord of N. 76° 25' 14" E. 366.146' to (319), said point being 25' right of Station 196+23.2; thence N. 66° 22' 24" E. 323.20' to (325), said point being 25' right of Station 193+00; thence N. 23° 37' 36" W. 2.00' to (326), said point being 27' right of Station 193+00; thence N. 66° 22' 24" E. 721.50' to (327), said point being 27' right of Station 185+78.5; thence N. 23° 37' 36" W. 23.00' to (328), said point being 40' right of Station 185+78.5; thence on a curve to the left having a centerline length of 363.60', a radius of 2460.581', and a chord of N. 63° 44' 30" E. 356.77' to (331), said point being 40' right of Station 182+14.9; thence S. 32° 05' 36" E. 9.00' to (330), said point being 31' right of Station 182+14.9; thence N. 59° 06' 49" E. 284.86' to (335), said point being 31' right of Station 179+00; thence N. 56° 45' 39" E. 500.14' to (339), said point being 35' right of Station 172+00; thence N. 53° 52' 23" E. 520.81' to (342), said point being 45' right of Station 169+00; thence on a curve to the left having a centerline length of 604.50', a radius of 1432.193' and a chord of N. 40° 11' 32" E. 312.57' to (344), said point being 45' right of Station 165+76.6; thence S. 56° 16' 36" E. 10.00' to (343), said point being 35' right of Station 165+76.6; thence N. 34° 36' 12" E. 976.72' to (70), said point being 20' right of Station 156+00; thence S. 56° 16' 36" E. 5.00' to (350) said point being 15' right of Station 156+00; thence N. 33° 43' 24" E. 354.70' to (73), said point being 15' right of Station 152+45.3; thence on a curve to the right having a centerline length of 1257.40', a radius of 5729.279' and a chord of N. 40° 00' 37" E. 1258.17' to (75), said point being 15' right of Station 139+87.9; thence on a curve to the right having a centerline length of 715.10 a radius of 996.391 and a chord of N. 62° 38' 34" E. 569.28' to (77), said point being 15' right of Station 134+19.4; thence crossing the said R/W S. 45° 07' 03" E. 40.17' to (78) to a point on the easterly side of the said R/W, said point being 18' left of Station 133+96.4; thence with the easterly side of the said R/W the following courses: on a curve to the left having a centerline of 715.10', a radius of 996.391' and a chord of S. 63°18' 08" W. 572.28' to (76), said point being 18' left of Station 139+87.9; thence on a curve to the left having a centerline length of 1257.40', a radius of 5729.279' and a chord of S. 40° 00' 36" W. 1250.94' to (74), said point being 18' left of Station 152+45.3; thence S. 33° 43' 24" W. 354.70' to (71), said point being 18' left of Station 156+00; thence S. 56° 16' 36" E. 2.00' to (72), said point being 20' left of Station 156+00; thence S. 33° 43' 24" W. 600.00' to (347), said point being 20' left of Station 162+00; thence S. 56° 16' 36" E. 5.00' to (348), said point being 25' left of Station 162+00; thence S. 33° 43' 24" W. 376.60' to (345), said point being 25' left of Station 165+76.6; thence on a curve to the right having a centerline length of 604.50', a radius of 1432.193' and a chord of S. 49° 03' 32" W. 831.44' to (341), said point being 25' left of Station 171+81.1; thence S. 57° 54' 24" W. 324.40' to (337), said point being 25' left of Station 177+00; thence S. 56° 43' 30" W. 484.90' to (332), said point being 35' left of Station 182+14.9; thence S. 32° 05' 36" E. 9.00' to (333), said point being 44' left of Station 182+14.9; thence on a curve to the right having a centerline length of 363.60', a radius of 2460.581' and a chord of S. 62° 08' 24" W. 369.77' to (329), said point being 44' left of Station 185+78.5; thence S. 66° 22' 24" W. 921.50' to (323), said point being 44' left of Station 195+00; thence N. 23° 37' 36" W. 19.00' to (322), said point being 25' left of Station 195+00; thence S. 66° 22' 24" W. 123.20' to (320), said point being 25' left of 196+23.2; thence on a curve to the right having a centerline length of 526.90', a radius of 1074.341' and a chord of S. 73° 45' 15" W. 282.46' to (288), said point being 25' left of Station 199+00; thence S. 53° 26' 31" W. 71.51' to (278), said point being 60' left of Station 199+60; thence. S. 88° 18' 22" W. 256.20' to (283), sald point being 50' left of Station 202+05.1; thence N. 40° 29' 36" W. 42.43' to (281), said point being 20' left of Station 202+35.1; thence N. 85° 29' 36" W. 164.90' to (276), said point being 20' left of Station 204+00; thence N. 04° 30' 24" E. 5.00' to (275), said point being 15' left of Station 204+00; thence N. 85° 29' 36" W. 39.10' to (271), said point being 15' left of Station 204+39.1; thence on a curve to the left having a centerline length of 351.50', a radius of 1273.320' and a chord of N. 89° 49' 51" W. 192.60' to (222) the point of beginning, containing 10.571 acres."

Those certain contiguous lots of real estate located within the perimeter of the aforesaid 429.656-acre tract shown on the plat attached hereto and designated "Outsales 11.55 acres," and more particularly bounded and described as follows:

"BEGINNING at (165) a 1" x 1" angle iron found corner to the Mary Nathanson—Trustee tract, said point being S. 42° 30' 56" W. 335.33' from property cortier point (146) a backed double red oak; thence with the said Nathanson tract S. 51° 49' 09" W. 384.31' to (164) a 1" x 1" angle iron found another corner to the said Nathanson tract; thence still with the said Nathanson tract in part, in part with the Charles S. Webb, Sr. estate tract and in part with the Mary H. McCormick estate tract N. 55° 20' 08" W. 1184.65' to (200) a 5/8" rebar and cap set another corner to the said McCormick tract; thence still with the said McCormick tract to the said McCormick tract; thence still with the said McCormick tract; thence still with the said McCormick tract in part with the above mentioned Webb tract and in part with the above mentioned Nathanson tract S. 52° 45' 42" E. 1341.59' to (165) the point of beginning, containing 11.55 acres," leaving an approximate residue of 407.535 acres.

SUBJECT to a Deed of Right of Way made and entered into on the 7th day of February, 1979, by and between Martin Marietta Corporation, a corporation, and Mary Nathanson, Trustee, which Deed of Right of Way is of record in the aforesaid Clerk's Office in Deed Book No. 452, at page 712, and reference is made thereto for a description by metes and bounds, and a plat of a survey showing the location of said right of way and for purposes of ingress and egress only, made by P. C. DiMagno Engineers and Surveyors, dated February 2, 1979, which plat is of record in the aforesaid County Clerk's Office in Plat Book No. 5, at page 48.

TOGETHER with a well located on or near the premises conveyed herein.

THIS CONVEYANCE IS MADE SUBJECT, HOWEVER, to all those reservations, restrictions, easements and other matters more particularly set forth in the aforesaid deed to the Grantor herein.

DECLARATION OF CONSIDERATION OR VALUE

The undersigned Grantor does hereby certify that the document to which this declaration is attached does not involve a transfer and is done for the sole purpose of confirming the change of name of the Grantor herein to the Grantee herein.

WITNESS the following signature and seal.

Old Standard Marry LLC

Herbert Jonkers, Manager

By: (SEAL Capriotti, Manager

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this $\mu h h$ day of January, 2004, by Herbert Jonkers and Gene P. Capriotti, Managers of Old Standard Quarry LLC a limited liability company.

Commission expiration date and seal:



NOTE TO

This document was prepared by James B. Crawford, III of CRAWFORD & KELLER PLLC, Liberty & George Streets P.O. Box 266, Charles Town, West Virginia 25414.

.EFFERSON COUNTY, W FILSE January (L., 2004) (10:30:11)

TO AMERICANT COUNTY CLETCH THANCACTION FOR HIGHER FMG.

Final of PEEDS Back: 00954 | Pages 107951

THIS DEED made this 18th day of November, 2004, by and between JOHN K. DORSEY and JOHN C. SKINNER, JR., SPECIAL COMMISSIONERS, parties of the first part and hereinafter referred to as Grantors, and OLD STANDARD, L.L.C., a West Virginia Limited Liability Company, party of the second part and hereinafter referred to as Grantee.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantors do hereby grant and convey unto the Grantee all that certain parcel of real estate situate in Harpers Ferry District, Jefferson County, West Virginia:

That certain tract or parcel of land, situated near Millville in Jefferson County, West Virginia, improved by a dwelling house and out buildings, containing one and one-half acres, more or less, bounded on the North by the land of Susan V. Henkle, on the East by Charles Webb, on the South by Standard Lime and Stone Company, and on the West by Daniel Lancaster.

AND BEING the same real estate conveyed to Mary C. McCormick by deed dated March 13, 1950, from Ralph J. Hawbaker and Nellie Dorothea Hawbaker, his wife, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 179, at Page 311. Pursuant to and by virtue of a decree of the Circuit Court of Jefferson County, West Virginia, made and entered on the 24th day of May, 2004, in the cause therein pending wherein Edith E. McCormick was Plaintiff, and John W. McCormick, John W. McCormick, Jr., Larry McCormick, Phyllis Cecelia McCormick Yonkers, Edith Darlene McCormick McDowell, Linda McCormick Dever, Oscar Llewellyn McCormick, Marie McCormick Reeves, Alice Marie McCormick Holmes, Llewellyn H. Holmes, Bertha Holmes, and Their Heirs, Devisees, Executors and/or administrators, successors and assigns, and any Unknown parties who may claim an interest in that parcel of real estate located in Harpers Ferry District, Jefferson County, West Virginia, known as 1 년 A., Alstadts, Hawbaker, Tax Map 9, Parcel

,0050, were Defendants, Civil Action No. 02-C-231, John K. Dorsey and John C. Skinner, Jr., were appointed Special Commissioner for purposes of selling and transferring the property.

THIS CONVEYANCE IS MADE SUBJECT, HOWEVER, to covenants, agreements, rights of way, restrictions and easements of record.

DECLARATION OF CONSIDERATION OR VALUE

Under penalty of fine and imprisonment as provided by law, the undersigned Grantor hereby declares that the total consideration paid for the real estate conveyed by the document to which this declaration is appended was \$76,000.00.

WITNESS the following signatures and seals.

JOÚN C. SKINNER, JR.,

SPECIAL COMMISSIONER

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this day of November, 2004, by John K. Dorsey, Special Commissioner, in my said County and State.

OFFICIAL SEAL CONTRACTOR OF VEST VEIGINIA
BUBLICON ESSAUTH
COME COST A ALONG FALL CAPETX NOTARY SEAL

NOTARY PUBLIC

My commission expires:

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this $\fint D = \fint D$

Commissioner, in my said County and State.



(AFFIX NOTARY SEAL)

My commission expires:

Charles Town, WV 25414

NOTARY PUBLIC

THIS DOCUMENT WAS PREPARED BY: John K. Dorsey, Attorney at Law 104 West Congress Street P.O. Box 42

(304) 728-6000

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

Joe Manchin III Governor 1900 Kanawha Boulevard East • Bullding Five • Room 110 Charleston, West Virginia 25305-0430 • 304/558-3505

May 23, 2007

Received

MAY 3 1 2007

Greenhorne & O'Mera Inc.

Mr. John Christman, P. E. Greenhorne and O'Mara, Incorporated 810 Gleneagles Court, Suite 106 Baltlmore, Maryland 21286

Dear Mr. Christman:

The West Virginia Division of Highways (WVDOH) has completed its review of the revised Traffic Impact Study received May 3, 2007, regarding the proposed Old Standard LLC development to be constructed in Jefferson County. The results of our review indicate that you have adequately addressed our previous comments and this revised study is hereby approved by the WVDOH.

Prior to undertaking any work within the WVDOH right of way, the developer will need to obtain the proper permits and approvals from the WVDOH. To that end, the developer should apply for the appropriate permit(s) from our District Five Headquarters in Burlington. The recommended highway modifications identified in the approved study should be incorporated into the detailed design plans for the project, as they pertain to the State Highway System.

Thank you for your assistance with this matter. Should you require additional information, please contact Mr. David E. Cramer, P. E., at (304) 558-0191.

Very truly yours,

James E. Sothen, P. E.

ames E. Dotha

Deputy State Highway Engineer -

Development

JES:Ce

OLD STANDARD LLC QUARRY TRAFFIC IMPACT STUDY

Prepared for:

Old Standard LLC

Prepared by:



GREENHORNE & O'MARA

CONSULTING ENGINEERS

810 Gleneagles Court, Suite 106 Baltimore, MD 21286

G&O Reference No. 0952 Original Report Date: November 6, 2006 Revised Report Date: January 16, 2007

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APPENDIX A - TRAFFIC COUNT DATA

APPENDIX B - EXISTING LOS ANALYSIS WORKSHEETS

APPENDIX C - BACKGROUND DEVELOPMENT TRIP ASSIGNMENTS

APPENDIX D - BACKGROUND LOS ANALYSIS WORKSHEETS

- APPENDIX E - TOTAL LOS ANALYSIS WORKSHEETS

APPENDIX F - SIGNAL WARRANT ANALYSIS (PEAK HOUR WARRANT)

INTRODUCTION

Old Standard LLC Quarry development is a proposed mixed use commercial development to be located along Route 27, south of Route 340 in Jefferson County, West Virginia. Figure 1 shows the site location relative to major roadways in the area. At full buildout, this development will have over 1.8 million square feet of useable commercial space which would consist of office, warehouse, hotel with conference center, and a restaurant land uses. This project is expected to be built out by 2011.

The site is partitioned into two sections due to the presence of the Old Standard Quarry Lake which is located in the middle of the site; one parcel which abuts Route 27 and the other parcel is on the east side of the lake. The proposed site plan includes five access points along Route 27. The northernmost access point will be the main entrance to the part of the site east of the Quarry Lake. The access point just south of the northernmost access will provide access to the Restaurant. Figure 2 presents the general layout of the site.

This report was prepared to assess the potential traffic impacts on adjacent roadways due to traffic generated by this proposed development and to identify required roadway and traffic control improvements. Furthermore, this report also analyzes the impacts of constructing new access points onto Route 27.

Specifically, this study analyzes the projected traffic volumes at the proposed access points as well as at the following intersections:

- US 340/US 340 Alt
- US 340/Route 27
- US 340/Route 230
- Route 27/Route 23
- Route 27/Route 9

For the purposes of this study, three scenarios are considered:

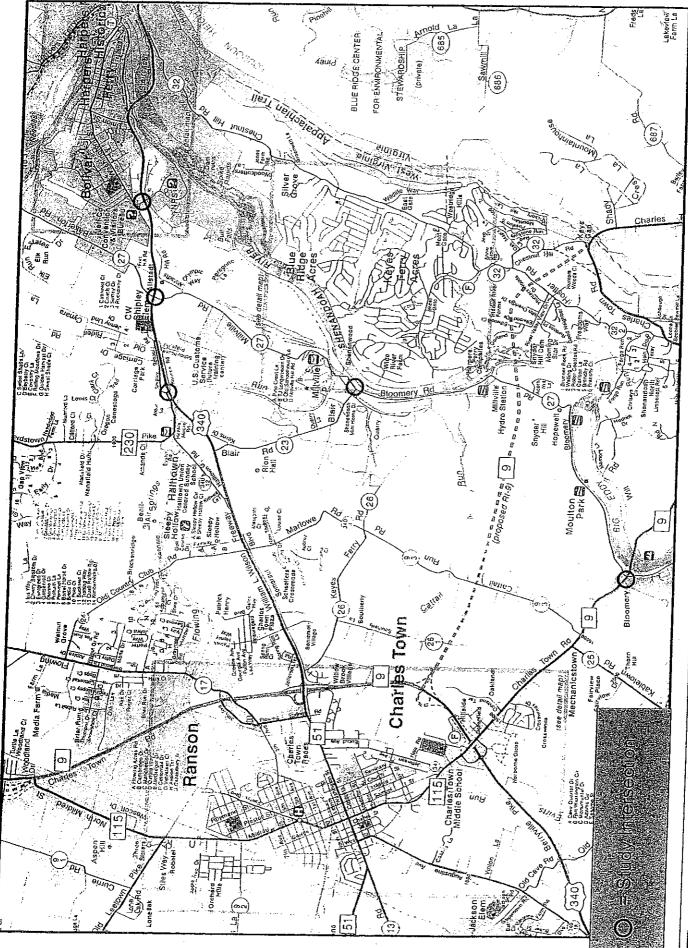
- Existing
- Background Future traffic conditions without development of the site
- Build-out of Proposed Development Background with development of the site

II. EXISTING CONDITIONS

A. Roadway Network

The existing roadway network in the vicinity of the site is depicted in Figure 1 and is described as follows:

<u>US 340</u> is a major four lane regional highway, which runs in an east-west orientation in the study section. This roadway connects Maryland, Virginia, and West Virginia. The posted speed limit in the vicinity of the site is 65 mph. Its intersection with US 340 Alternate is signalized, however, all other intersections in the study area are stop-sign controlled. Intersections along US 340 have auxiliary left and right turn lanes.





A. Site Trip Generation

The number of vehicle-trips generated by the proposed development was estimated based on the rates documented in <u>Trip Generation</u>, by the Institute of Transportation Engineers (ITE), Seventh Edition, 2003. Table 4 presents the estimated peak hour vehicle-trips generated by each land use type for each phase. As shown, this development has the potential to generate approximately 16,230 trips per day of which approximately 2,170 trips would occur during the AM peak hour and 2,095 during the PM peak hour.

Please note that the restaurant is expected to experience passby trips. Per WVDOH guidelines, the passby percentage has been capped at 15%. Also currently, approximately 520,000 square feet is to be classified as "flex-space". However, in order to carry out a conservative analysis, this land use has been assumed to be Office space which typically has higher trip generation.

Table 4. Trip Generation

	TEE	PER SECURIOR		(5.02.5G)		AM Peak			DMDD	
Development type	Land	Units	Size	Daily	in	Out	Totals	55 In St	out	lotal
Hotel**	310	Room	250	1,864	78	50	127	78	69	148
High Turnover Sit-Down Rest	932	Seats	200	966	49	45	94	49	35	84
Office	710	sq. ft.	845,000	6,900	910	124	1,034	174	851	1.025
Warehouse	150	sq. ft.	380,000	1,749	176	39	214	47	140	187
Flex Space*	710	sq. ft.	520000	4,748	617	84	701	112	549	661
Passby (Resturant_832 - 15%)	·							(6)	(6)	(13)
Total New Trips					1,830	342	2,171	454	1,639	2,093

Assume Flex-space will be future office land use because provides a conservative estimate

B. Trip Distribution

The site trip distribution estimates are based on the current traffic patterns, the development's location relative to existing developed/metropolitan areas, and on discussion with WVDOH. Figure 7 presents the trip distribution percentages which are as follows:

- 40 percent oriented to/from the east along US 340
- 28 percent oriented to/from the west along US 340
- 2 percent oriented to/from the north along Route 27
- 10 percent oriented to/from the north/west along Route 230
- 15 percent oriented to/from the south along Route 9
- 5 percent oriented to/from the north along Route 9

C. Traffic Assignment

The weekday AM and PM peak hour site generated trips were assigned to the roadway network per the trip distributions presented above. Figure 8 presents the site trips assigned to the roadway network. Please note that the passby trips have been assigned equally along US 340, thus 50% have been assigned to/from the east and 50% to/from the west.

Overall, at full buildout this development is expected to add approximately 6,500 VPD to US 340 east of Route 27 and approximately 4,550 VPD west of Route 230. Route 230 will experience an increase of approximately 1,620 VPD and Route 9 south of Route 27 will increase approximately 2,430 VPD.

^{**} Assuming that the Hotel Land use also has a 50,000 sf conference facility

V. FUTURE CONDITIONS WITH PROPOSED DEVELOPMENT

A. Traffic Conditions

Site generated traffic volumes (including the passby volumes) from Figure 8 were added to the background volumes from figure 6 to produce the Total Traffic volumes shown on Figure 9.

Figure 10 presents the LOS results and associated lane geometry for the Total Build-out condition. Due to the size of this development, the intersection of US 340/Route 27 will need to signalized and thus a signal has been assumed at this intersection. Furthermore, the intersections of Route 27/Northern Site access and Route 27/Route 9 are also expected to require signalization and thus they have also been analyzed as signalized intersections. Please refer to Figure 8 for the access numbers shown in the table below. The LOS results from the Total Traffic are presented in Table 5.

Table 5. Total Traffic LOS Results

Hucrsenou 2	Back AM Peak	oround PM Peak	AM Peak	rotal as as as as New empeaks
US 340/US 340 Alt	B (15-5)	(c (219)	B (18.5)	C (25.5)
US 340/Route 27				
NB LT	f (53-3)	100		
SBLT	F (2715)			
EB LT	a (9.5)	C (r1892)		
WBLT	b (10.9)	b(ddd)		
With signalization			D (37.7) ·	D (42.7)
US 340/Route 230				
NB LT	e (35.5)	f (979)		
SBLT	(1(664.5)).ss	Part Grade		
EBLT	a (9.3)	= c(155)=		
With signalization	~ \$B(41.9); -	- A (9:5)* s	D (37.4)	B (13.2)
Route 27/Route 23			a ()	2()
NB LT	a(s)	- a (1())	a (-) b (10.8)	a (-)
EBLT	a (8-8)	5-5-a (8-9)	D (10.6)	b (12.2)
Route 9/Route 27	TO SERVICE CO.	1.45		
NB LT	a (-)	a (0.3)	a (1.5)	a (1.3)
SBLT	a (-)	a (0.6)	a (0.1)	a (0.3)
EBLT	c (16.2)	f (50.9)	d (27.7)	f (119.2)
WBLT	ic (16.2)	f (80.7)	e (47.3)	f (-)
With signalization			A (3.6)	B.(18.1)
Route 27/Northern Access (1)			A (5.5)	D (42.9)
Route 27/Resturant Access (2)			o (9.4)	0 (0.5)
SB LT			a (8.4)	a (9.5)
WBLT			c (17.0)	c (21.7)
Route 27/Access 3			a (3.4)	a (0.6)
SBLT		1	c (22.5)	c (18.4)
WB LT			C (22.5)	C (10.4)
Route 27/Access 4		1	a (1.9)	a (0.3)
SB LT			c (20.7)	c (14.8)
WB LT			0 (20.7)	0 (14.0)
Route 27/Access 5			a (-)	a (-)
SB LT			b (12.5)	b (14.5)
WB LT			0 (12.0)	0 (14.0)

X (00.0) = signalized intersection LOS (detay in seconds)

x (00.0) = unsignalized intersection critical movement LOS (delay in seconds)

during the peak hours. hours. All movements at the site accesses 2 thru 5 are expected to operate at LOS C or better intersection of Route 27/Route 23 are also expected to operate at LOS B or better during the peak are expected to operate at LOS D or better during the peak hours. All movement at the unsignalized As can be seen in Table 5, the signalized intersections of US 340/340 Alt, and US 340/Route 230

signalized intersections, they are expected to operate at LOS D or better during the peak hours. warrant analysis indicates that these intersections will meet signal warrants at buildout. As collected such that at least the 4-hour or 8-hour warrants can be evaluated. The peak hour signal been evaluated. However, once this development is occupied, we recommend that data be and due the lack of turning movement data over an 8 hour period, only the peak hour warrant has signal warrant analysis has been conducted and is provided in Appendix F. For planning purposes, expected to meet signal warrants and may need to signalized. Per MUTCD guidelines, a peak hour As noted previously, the intersections of US 340/Route 27, Route 27/Northern Site Access (1) are

will meet signal warrant at buildout. The signal warrant analysis is attached in Appendix E. signal warrant analysis was conducted for this intersection. Analysis indicates that this intersection signalized it is expected to operate at LOS at LOS B or better during the peak hours. A peak our upon the full buildout of the Old Standard LLC Quarry development. If this intersection were to be expected experience long delays during the peak hours. This intersection may meet signal warrants D or better with the exception of the eastbound and westbound left turn movement which are All movements at the unsignalized intersection of Route 9/Route 27 are expected to operate at LOS

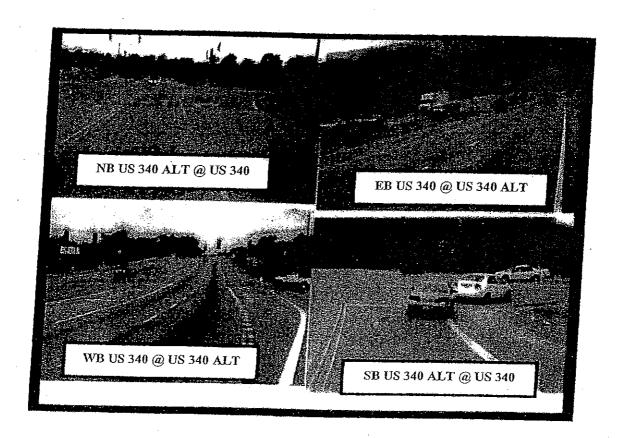
intersections in the study area. recommended improvements in the study area. Figure 12 provides approximate distances between above have assumed that all these improvements are in place. Figure 11 presents the The suggested improvements are outlined below. Please note that the analysis results presented

- US 340/Route 27
- Signalize this intersection
- and an exclusive free flow right turn lane Provide an exclusive northbound left turn lane, a shared left turn-through lane,
- Provide a four lane cross-section along Route 27 between US 340 and the
- Provide dual westbound left turn lane northernmost site access (1)
- Provide an exclusive southbound right turn lane and a shared left turn-through 0
- Provide split phasing on Route 27
- Signalize this intersection Route 27/Northernmost Site Access (1)
- turn lanes and one through lane Provide dual southbound left turn lanes such that the north approach has two left 0
- Provide a northbound right turn lane into the site
- and right turn lanes can be provided out of the site Provide a four lane cross section for the site access road, such that separate left 0
- Route 9/Route 27

0

- Monitor and signalize this intersection if it meets warrants at the buildout of the 0
- along westbound Route 27 Provide a separate westbound left furn lane and a shared through right turn lane
- -034-

US 340/US 340ALT



Sabra, Wang & Associates Inc 1504 Joh Avenue

Suite 160 Baltimore, MD 21227

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Town: MILLSVILLE

Other:

Other								Page No :	00/04/2000 1
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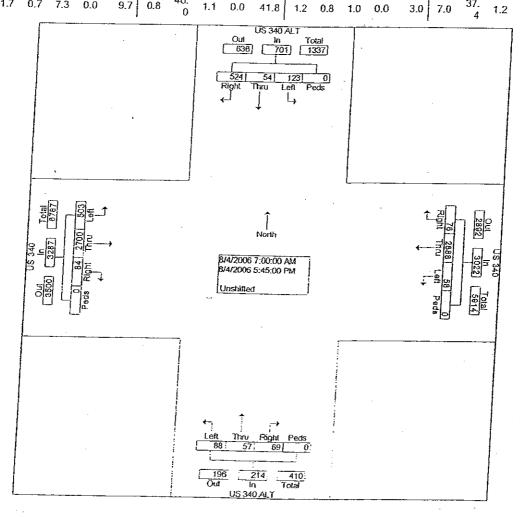
Sabra, Wang & Associates Inc 1504 Joh Avenue Suite 160

Baltimore, MD 21227

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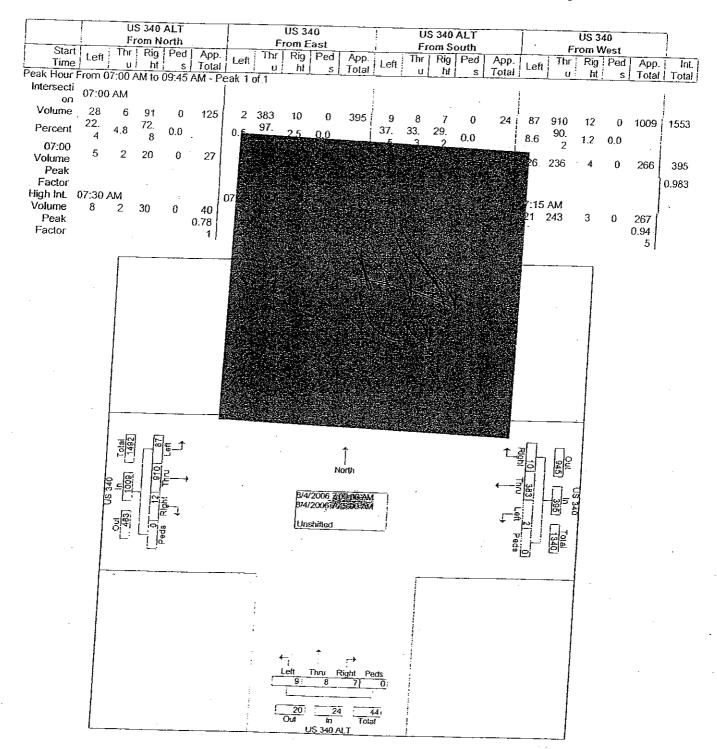
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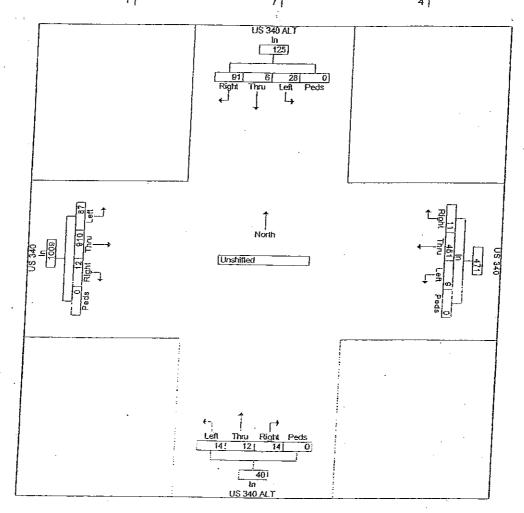
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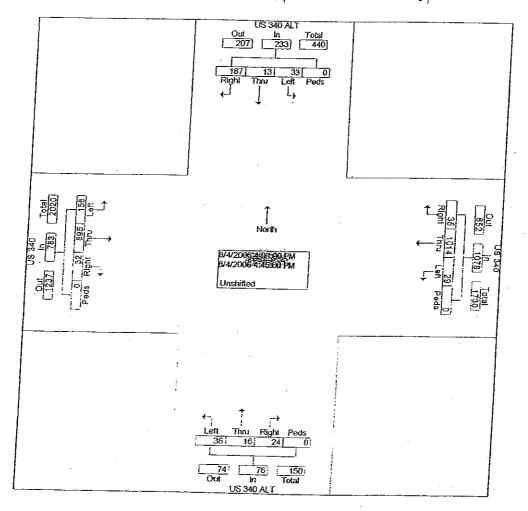
Start Date: 08/04/2006

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Peak					0.78				-	0.84	·	•	•	·	0.71		0	·	•	0.94	
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File Name : US340@~2 Site Code : 00004444 Start Date : 08/04/2006

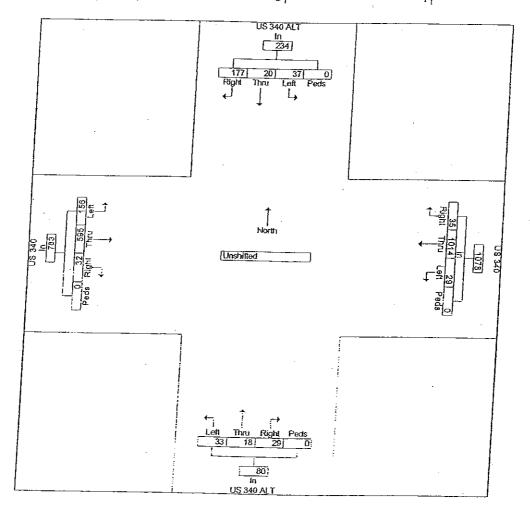
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File Name : US340@~2 Site Code : 00004444

Start Date : 08/04/2006

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Factor										0.92					0.71					0.88	
i actor					3.					6 /					41					2	



Sabra, Wang & Associates Inc 1504 Joh Avenue

Suite 160 Baltimore, MD 21227

Counted By: SYLVIA Town: MILLSVILLE

Weather: Sunny

Start Date : 08/04/2006 Page No. : 1

File Name: US340@~2

Site Code : 00004444

Other:

Other.								5						Page	∍ No	: 1	
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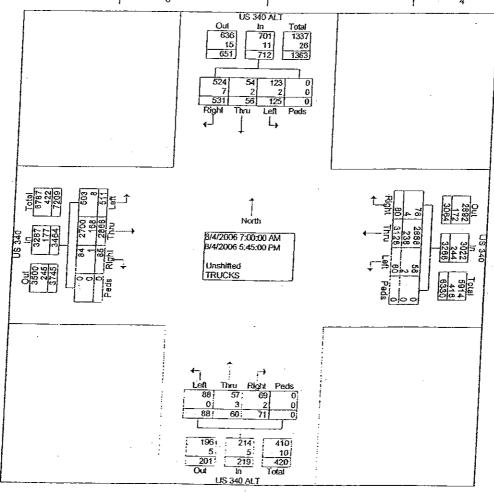
Sabra, Wang & Associates Inc 1504 Joh Avenue Suite 160

Baltimore, MD 21227

File Name: US340@~2 Site Code : 00004444

Start Date : 08/04/2006

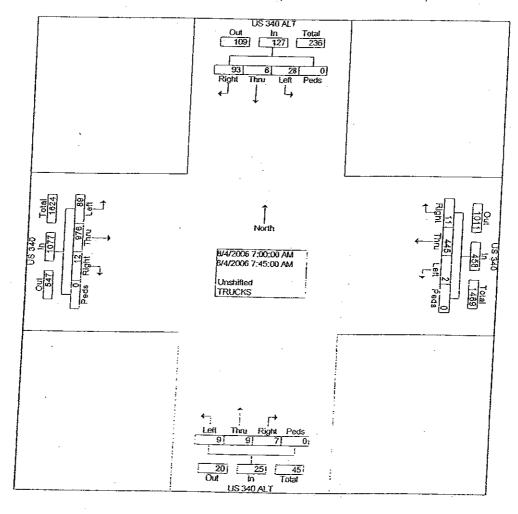
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File Name : US340@~2 Site Code : 00004444

Start Date: 08/04/2006

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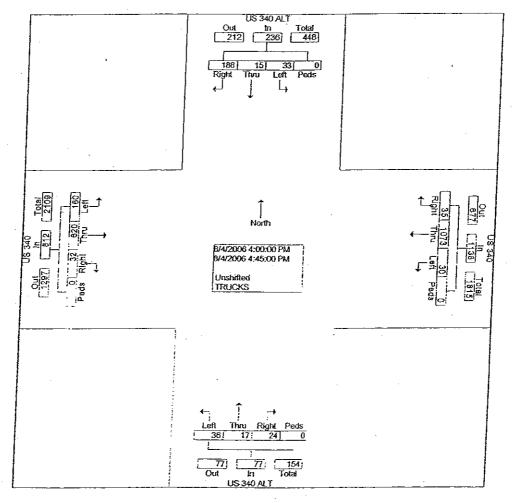


Sabra, Wang & Associates Inc 1504 Joh Avenue Suite 160.

Baltimore, MD 21227

File Name : US340@~2 Site Code : 00004444 Start Date : 08/04/2006

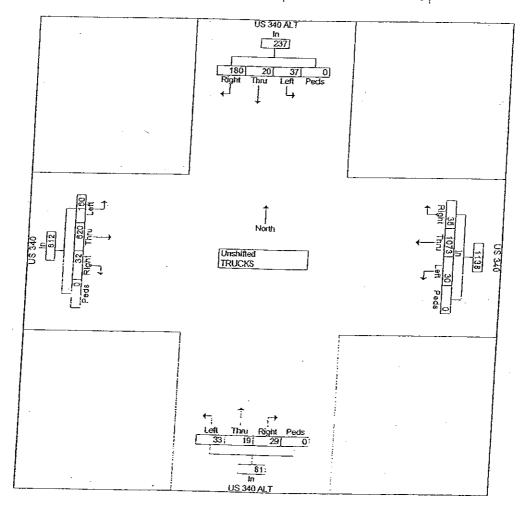
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File Name : US340@~2 Site Code : 00004444

Start Date : 08/04/2006

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US 340/CR 27



Looking WB along US 340 near its intersection with CR 27



Looking NB along CR 27 at its intersection with US 340

- 27 15 2 INC => 24' Widened -> nosworm - USNA.

> Sabra, Wang & Associates, Inc. 1504 Joh Avenue, Suite 160

Weather: SUNNY

Counted By:RICHARD, JEREMY

Town:MILLVILLE County: JEEFERSON

2.7

Total

Appreh %

Total %

7.8

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3.1

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0.3 1.4

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Baltimore, Maryland 21227

File Name: US340@~1

Site Code : 06120802 Start Date : 06/16/2006

Page No. : 1

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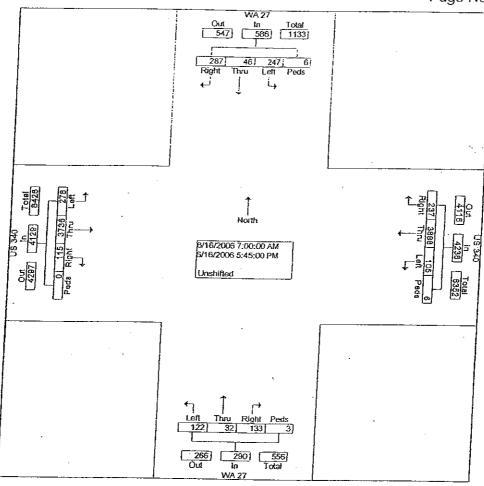
Sabra, Wang & Associates, Inc. 1504 Joh Avenue, Suite 160

Weather:SUNNY

Counted By:RICHARD, JEREMY

Town:MILLVILLE County: JEEFERSON Baltimore, Maryland 21227

File Name: US340@~1 Site Code : 06120802 Start Date : 06/16/2006

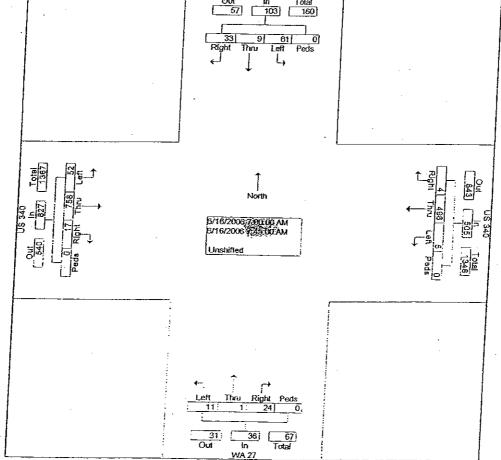


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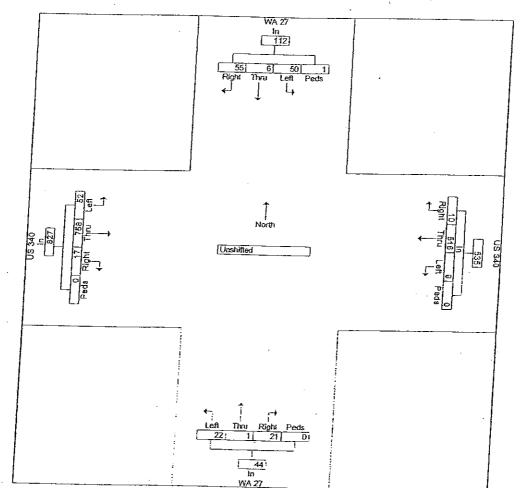
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File Name : US340@~1 Site Code : 06120802 Start Date : 06/16/2006

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- o Provide a separate northbound right turn lane along Route 9.
- Route 27/Resturant Access (2)
 - Provide a Stop-Sign controlled intersection such that Route 27 has the right of way.
 - Provide a separate southbound left turn lane along Route 27
- Route 27/Access 3
 - Provide a Stop-Sign controlled intersection such that Route 27 has the right of way.
 - Provide a separate southbound left turn lane along Route 27
 - Provide separate left and right turn lanes on the site access
- Route 27/Access 4 and Route 27/Access 5
 - Provide Stop-Sign controlled intersections such that Route 27 has the right of way.

The following table shows the applicable turn lane lengths at the study intersections. These were calculated per AASHTO and West Virginia Department of Transportation Division of Highway Design Directive 622:

Table 6. Turn Lane Lengths

Intersections:	Lane	Taper (feet)	Devellengin	Storage	Totale #
					mearest25)
US 340/CR 27	WB Left Turn Lanes	240'	540,	385'	1175'
	NB Left Turn Lane	100'*		412'	525'
	SB Right Turn Lane	100'*		166'	275'
WV 9/CR 27	NB Right Turn Lane	180'	250'	50'	480'
	WB Left Turn Lane	100'*		95'	200'
CR 27/Access 1	SB Left Turn Lanes	100'*		75'	175'
	NB Right Turn Lane	100'		35'	150'
CR 27/Access 2	SB Left Turn Lane	100'		25'	125'
CR 27/Access 3	SB Left Turn Lane	100'		50'	150'
	<u>_</u>	j	i		

^{*} Assumed 100 feet of taper

VI. SUMMARY AND CONCLUSIONS

Old Standard LLC Quarry is a commercial development proposed in Jefferson County, West Virginia. It is located along the east side of Route 27 and south of US 340. At full buildout this development is expected to have over 1.8 million square feet of usable space. It is proposed to be developed with office space, warehousing, a hotel with conference facility, and a restaurant.

This development proposes 5 access points on Route 27. Due to the presence of the Old Standard Quarry Lake which is present in the middle of the site, the property is divided into to parcels. The eastern parcel will be accessed via the northernmost site access. The restaurant and hotel development will be accessed via an access point located just south of the northernmost access.

The remaining western parcel will be accessed from the three southern access points. Please refer to the conceptual site plan located on Figure 2 for the access point locations. All access points are proposed as full movement intersections.

This development is expected to generate approximately 16,230 trips per day with approximately 2,170 trips during the AM peak hour and 2,080 trips during the PM peakhour.

This region of Jefferson County is expected to experience significant growth over the next few years (3.5% annual). Thus, significant improvement will be needed along Route 27 in order to accommodate the growth expected in this region as well as to accommodate this development.

The improvements needed at full buildout of the Old Standard LLC Quarry Development are discussed in detail in the body of the report and are graphically depicted in Figure 10.

Overall, the following improvements are needed at the study area intersections:

US 340/Route 230

 Signalize this intersection – it is our understanding that this intersection is to be signalized as part of the Sheridan Subdivision

US 340/Route 27

- o Signalize this intersection
- Provide an exclusive northbound left turn lane, a shared left turn-through lane, and an exclusive free flow right turn lane
- Provide a four lane cross-section along Route 27 between US 340 and the northernmost site access (1)
- o Provide dual westbound left turn lane
- Provide an exclusive southbound right turn lane and a shared left turn-through lane
- Provide split phasing on Route 27

Route 27/Northernmost Site Access (1)

- Signalize this intersection
- Provide a dual southbound left turn lanes such that the north approach has two left turn lanes and one through lane
- o Provide a northbound right turn lane into the site
- Provide a four lane cross section for the site access road, such that separateleft and right turn lanes can be provided out of the site

Route 9/Route 27

- Monitor and signalize this intersection if it meets warrants at the buildout of the site.
- Provide a separate westbound left turn lane and a shared through right turn lane along westbound Route 27
- Provide a separate northbound right turn lane along Route 9.

Route 27/Resturant Access (2)

- Provide a Stop-Sign controlled intersection such that Route 27 has the right of way.
- Provide a separate southbound left turn lane along Route 27
- Route 27/Access 3

- Provide a Stop-Sign controlled intersection such that Route 27 has the right of way.
- o Provide a separate southbound left turn lane along Route 27
- o Provide separate left and right turn lanes on the site access
- Route 27/Access 4 and Route 27/Access 5
 - o Provide Stop-Sign controlled intersections such that Route 27 has the right of way.
- Route 27
 - Currently east of Route 9, this roadway only allows one lane of traffic in each direction for approximately 50' over an existing structure which is too narrow to provide two travel lanes. This structure should be widened so that one lane of traffic in each direction can traverse it.

The table below outlines the turn lane lengths at the study intersections:

	Probability of the second	anece rendue	Storage 2 20	istotales (1869)
		(feet)	(feet)	(rounded to) nearest 25)
WB Left Turn Lanes	240'	540,	385'	1175'
NB Left Turn Lane	100'*		412/	525'
SB Right Turn Lane	100'*		166'	275'
NB Right Turn Lane	180'	250'	50'	480'
WB Left Turn Lane	100'*		95'	200'
SB Left Turn Lanes	100'*		75'	175'
NB Right Turn Lane	100'		35'	150'
SB Left Turn Lane	100'		25'	125'
SB Left Turn Lane	100′		50'	150'
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^{*} Assumed 100 feet of taper

The proposed Old Standard LLC Quarry Development is expected to have impact on the local roadway network. However, provided that the above mentionedimprovements are implemented, the development can mitigate impacts and provide acceptable LOS at the study intersections.

APPENDIX A
TRAFFIC COUNT DATA

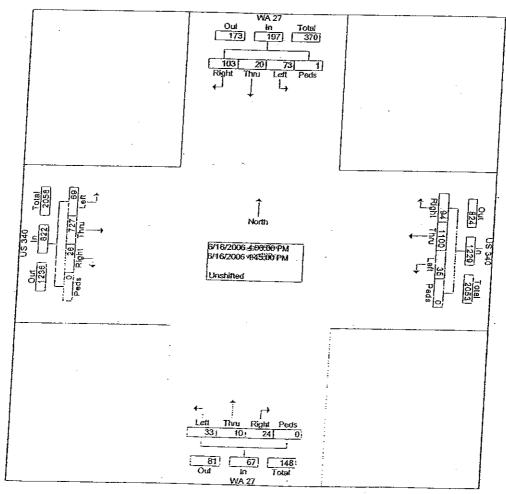
Weather:SUNNY

Counted By:RICHARD, JEREMY

File Name: US340@~1 Site Code : 06120802 Start Date : 06/16/2006

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County: JEEFERSON	

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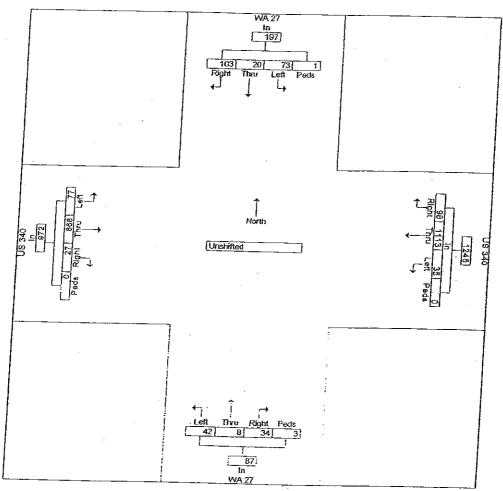
Weather:SUNNY

Counted By:RICHARD, JEREMY

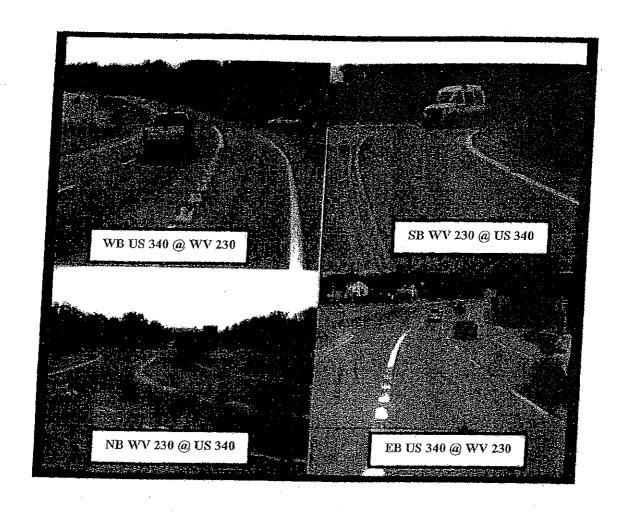
Town:MILLVILLE County:JEEFERSON File Name: US340@~1

Site Code : 06120802 Start Date : 06/16/2006

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US 340/WV230



Sabra, Wang & Associates Inc

1504 Joh Avenue

Weather: Sunmny Counted By: SYLTER Town: MILLVILLE

Suite 160 Baltimore, MD 21227 File Name : US340@~1 Site Code : 00001111 Start Date : 08/04/2006

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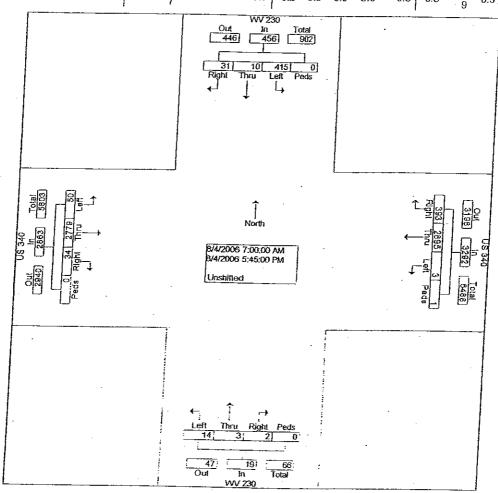
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Sabra, Wang & Associates Inc 1504 Joh Avenue Suite 160

Baltimore, MD 21227

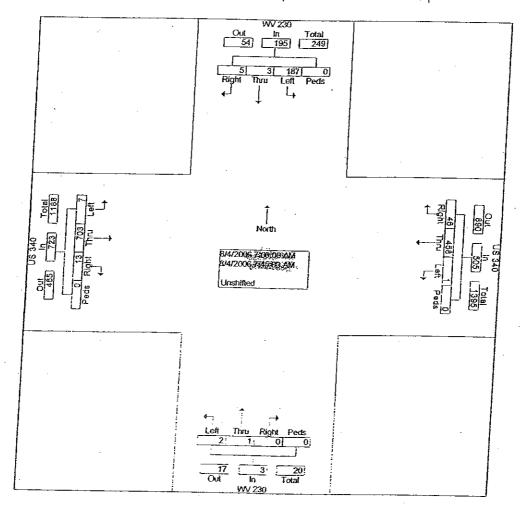
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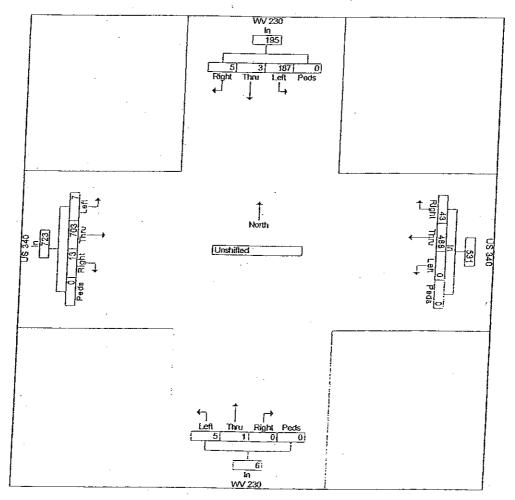
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File Name : US340@~1 Site Code : 00001111 Start Date : 08/04/2006

Page No	: 4
9	

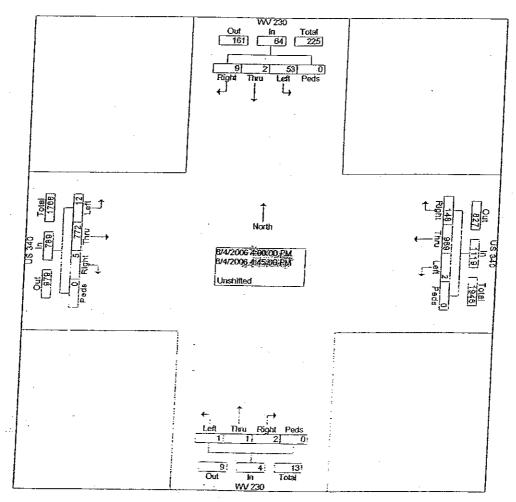
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	07:00	AM			· ·	08:45	AM				08:00	AM			ĺ	07:30	AM			í	
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File Name : US340@~1 Site Code : 00001111

Start Date : 08/04/2006

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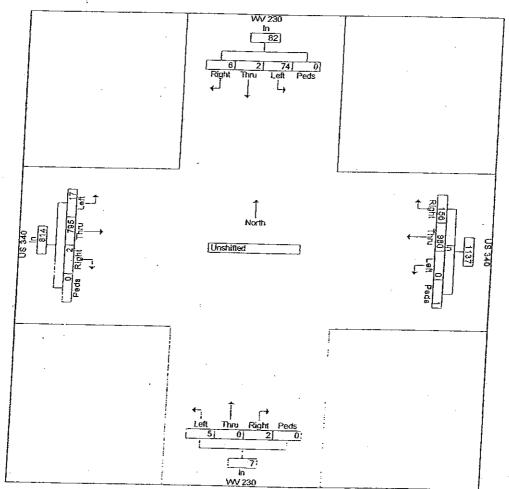


Sabra, Wang & Associates Inc 1504 Joh Avenue Suite 160

Baltimore, MD 21227

File Name : US340@~1 Site Code : 00001111 Start Date : 08/04/2006

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Sabra, Wang & Associates Inc 1504 Joh Avenue

Weather: Sunmny Counted By: SYLTER Town: MILLVILLE

County:

Suite 160 Baltimore, MD 21227 File Name : US340@~1 Site Code : 00001111 Start Date : 08/04/2006

Page No : 1
Groups Printed- Unshifted - TRUCKS

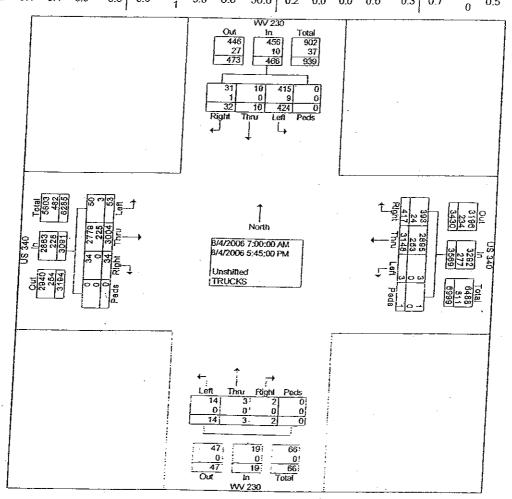
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07:00 AM	56	1	2	0	59	1	123	14	0	138	0	0	0	0	0	4	184	4	0	192	389
07:15 AM	51	0	2	0	53	0	139	10	0	149	0	1	0	O	1	1	194	3	0	198	401
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Sabra, Wang & Associates Inc 1504 Joh Avenue Suite 160

Baltimore, MD 21227

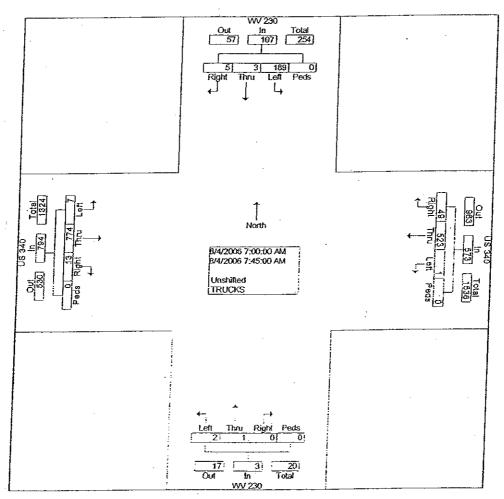
File Name : US340@~1 Site Code : 00001111 Start Date : 08/04/2006

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05:30 PM	25	1	4	0	30	0	270	43	0	313	0	0	0	0	0	. 4	187	0	0	191	534
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File Name : US340@~1 Site Code : 00001111 Start Date : 08/04/2006

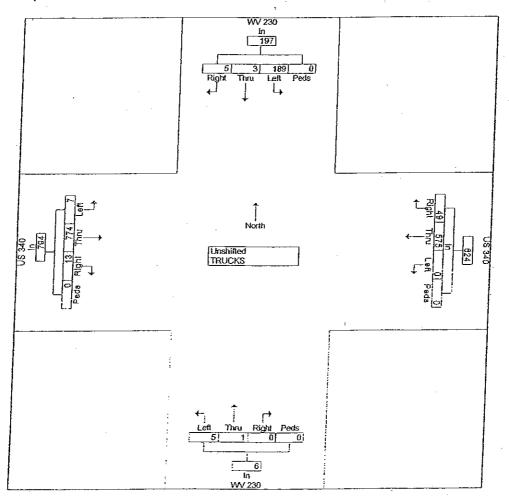
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Sabra, Wang & Associates Inc 1504 Joh Avenue

Suite 160 Baltimore, MD 21227 File Name : US340@~1 Site Code : 00001111 Start Date : 08/04/2006

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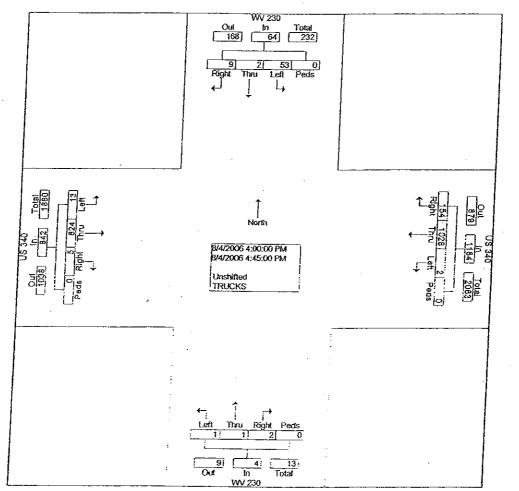


Sabra, Wang & Associates Inc 1504 Joh Avenue Suite 160

Baltimore, MD 21227

File Name : US340@~1 Site Code : 00001111 Start Date : 08/04/2006

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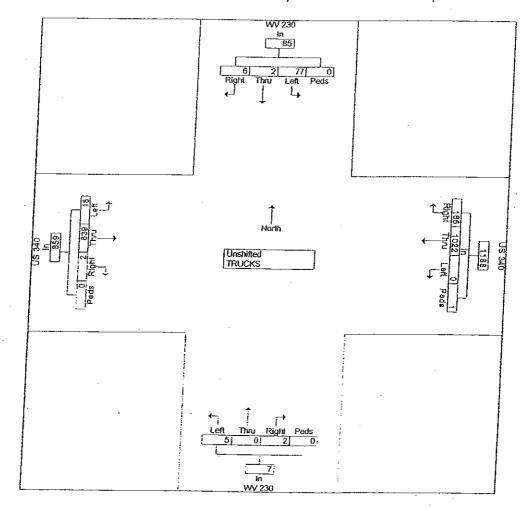


Sabra, Wang & Associates Inc 1504 Joh Avenue Suite 160

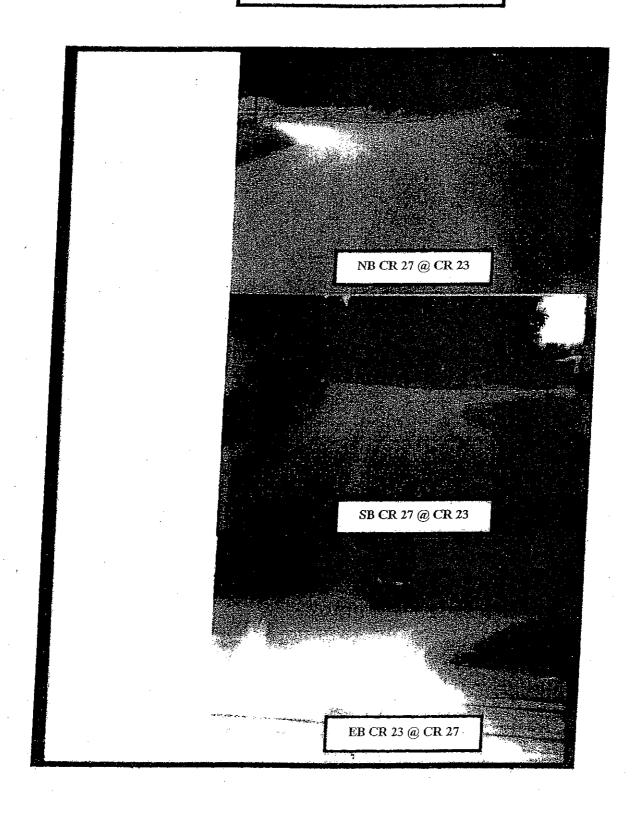
Baltimore, MD 21227

File Name : US340@~1 Site Code : 00001111 Start Date : 08/04/2006

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CR 27/CR23



Suite 160 Baltimore, MD 21227

File Name : CR23@C~1 Site Code : 00002222 Start Date : 08/04/2006 Page No 1

Weather: Sunny Counted By: RICHARD Town: Millsville

Other:

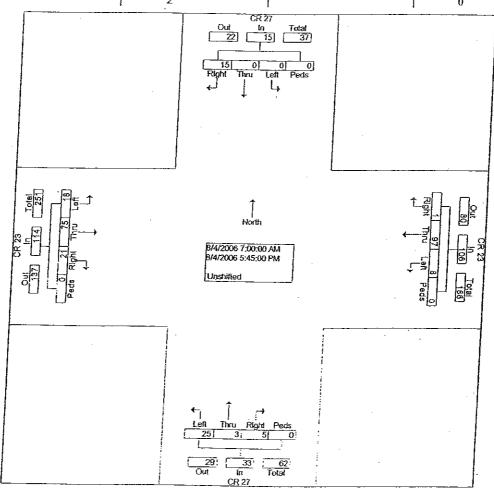
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Suite 160 Baltimore, MD 21227 File Name : CR23@C~1 Site Code : 00002222

Ste Code : 00002222 Start Date : 08/04/2006

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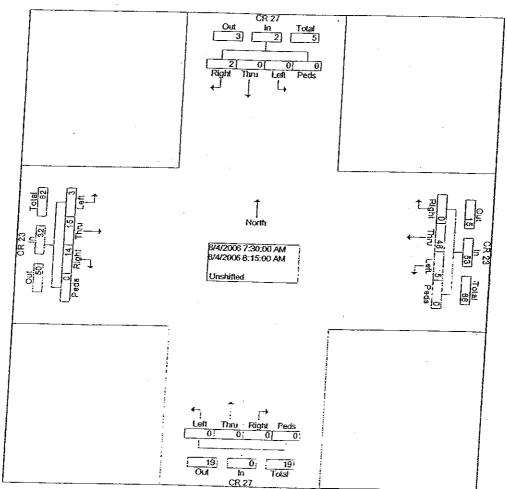


Sabra, Wang & Associates Inc 1504 Joh Avenue Suite 160 Baltimore, MD 21227

File Name : CR23@C~1 Site Code : 00002222

Start Date: 08/04/2006

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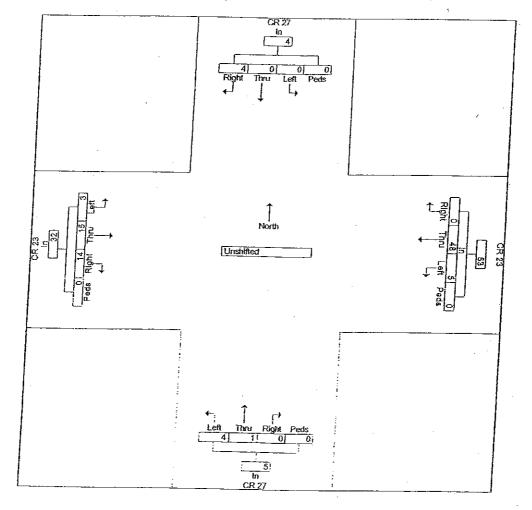


Sabra, Wang & Associates Inc 1504 Joh Avenue Suite 160 Baltimore, MD 21227

File Name : CR23@C~1 Site Code : 00002222

Start Date : 08/04/2006

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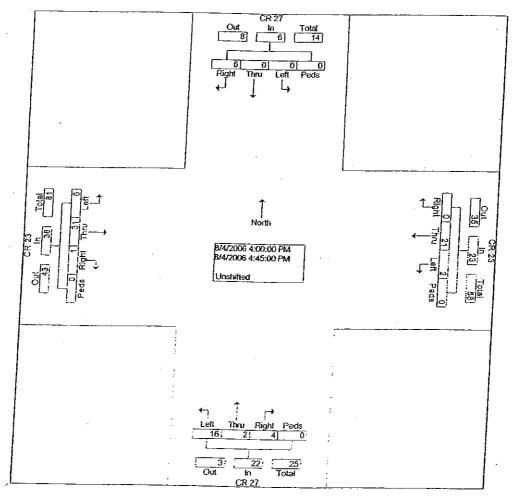


Baltimore, MD 21227

File Name : CR23@C~1 Site Code : 00002222

Start Date : 08/04/2006

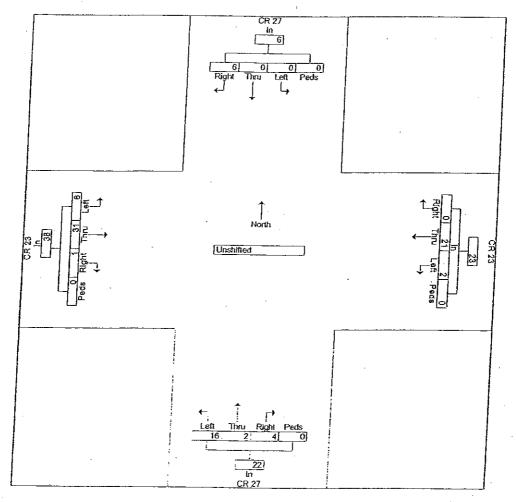
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Sabra, Wang & Associates Inc 1504 Joh Avenue Suite 160 Baltimore, MD 21227

File Name : CR23@C~1 Site Code : 00002222 Start Date : 08/04/2006

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Weather: Sunny Counted By: RICHARD Town: Millsville

Other:

Suite 160 Baltimore, MD 21227

File Name : CR23@C~1 Site Code : 00002222 Start Date : 08/04/2006

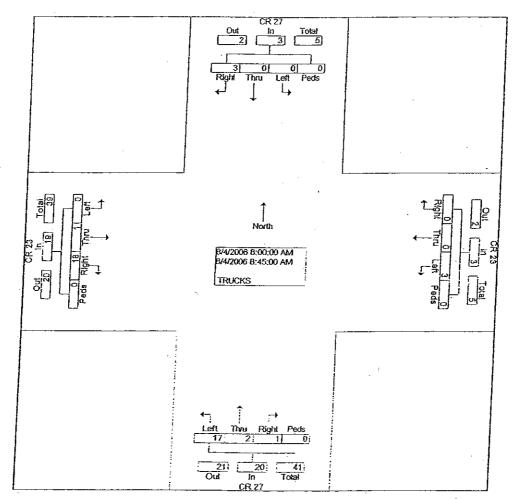
Page No : 1

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Baltimore, MD 21227

File Name : CR23@C~1 Site Code : 00002222 Start Date : 08/04/2006

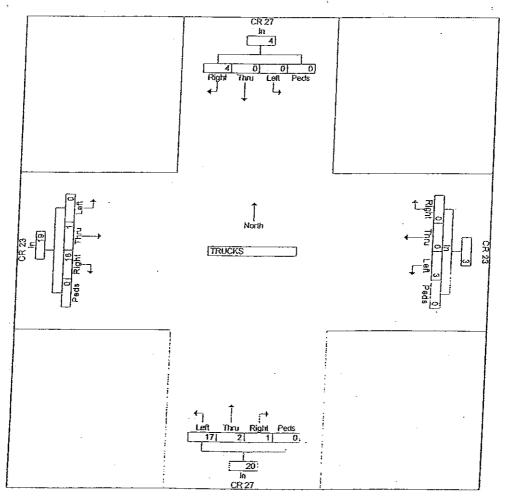
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Baltimore, MD 21227

File Name : CR23@C~1 Site Code : 00002222 Start Date : 08/04/2006 Page No : 4

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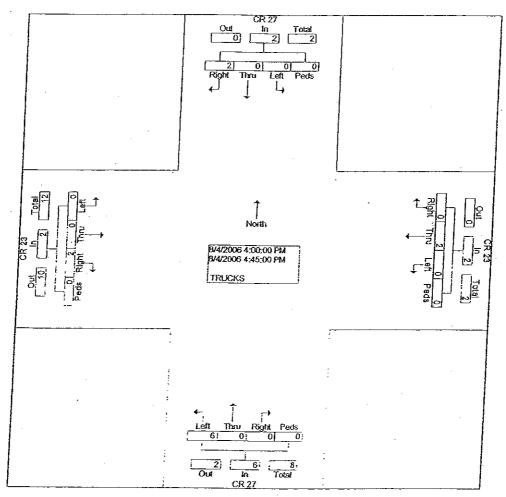


Baltimore, MD 21227

File Name : CR23@C~1 Site Code : 00002222

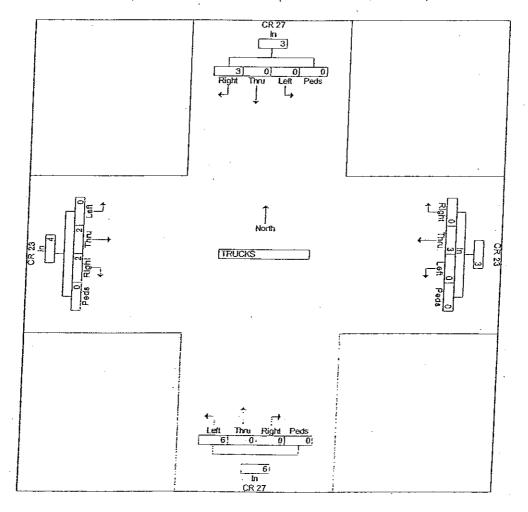
Start Date : 08/04/2006

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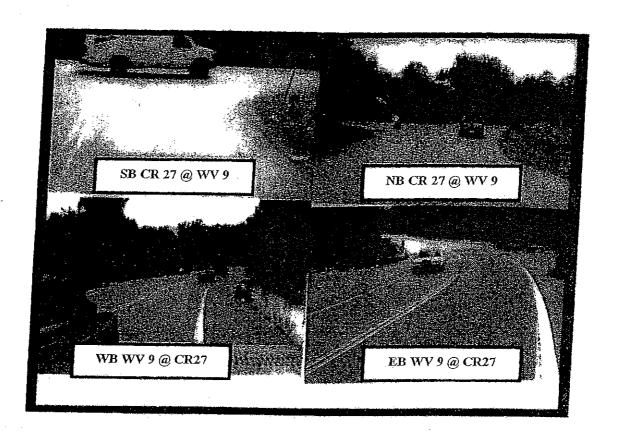


Suite 160 Baltimore, MD 21227 File Name : CR23@C~1 Site Code : 00002222 Start Date : 08/04/2006

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CR 27/ WV 9



Suite 160 Baltimore, MD 21227 File Name : CR23@W~1 Site Code : 00003333

Start Date : 08/04/2006

Page No : 1

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Town: Millsville

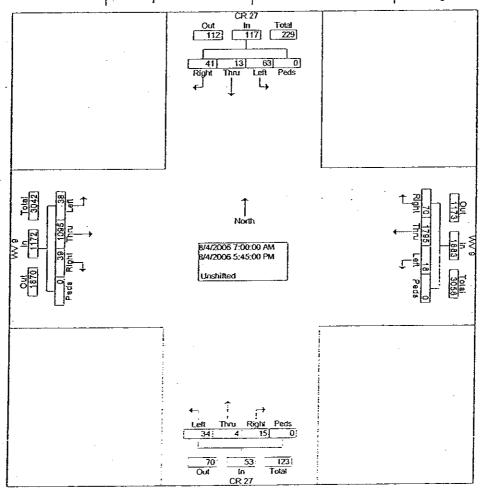
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Suite 160 Baltimore, MD 21227 File Name : CR23@W~1 Site Code : 00003333 Start Date : 08/04/2006

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05:15 PM	6	0	4	0	10	0	174	6	0	180	1	1	1	0	3	3	86	2	0	91	284
05:30 PM	8	0	3	0	11	7	208	2	0	217	5	0	0	0	5	6	84	4	0	94	327
05:45 PM	12	0	-5	0	17	0	212	5	0	217	5	1	.2	0	8	4	90	5	0	99	341
Total	31	3	13	0	47	9	749	15	0	773	12	2	4	0	18	16	335	16	0	367	1205
Grand	CO	42	41	0	117	18	179	70	0	1883	34	A	15	0	53	38	109	39	0	1172	3225
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T-1-106	20	0.4	4.2	0.0	3.6	0.6	55.	2.2	0.0	58.4	1.1	0.1	0.5	0.0	1.6	1.2	34.	1.2	0.0	36.3	
Total %	2.0	0.4	1.3	0.0	3.0	0.0	7	Z-Z	0.0	JU,4	1.1	0.1	0.0	0.0	1.0	•.2.	0	1		-5.0	ļ

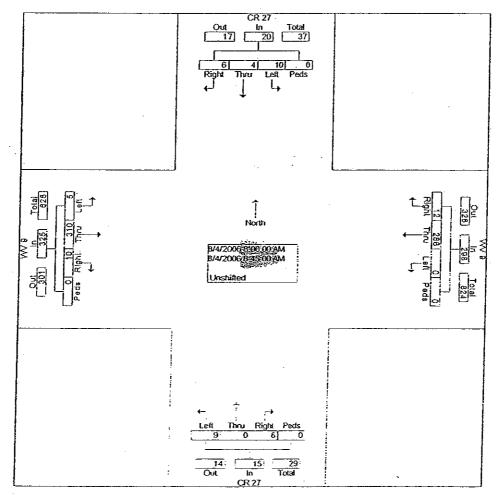


Baltimore, MD 21227

File Name: CR23@W~1 Site Code: 00003333

Start Date : 08/04/2006

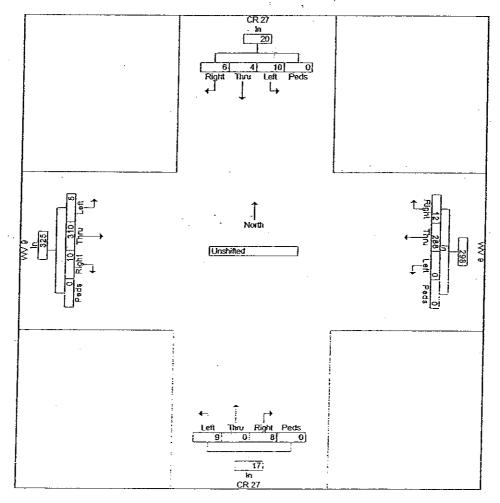
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Intersecti on	08:00	MA																			<u> </u>
Volume	10	4	6	0	20	0	286	12	0	298	9	0	6	0	15	5	310	10	0	325	658
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08:30 Volume	4	3	4	0	11	0	87	3	0	90	2	0	1	0	3	1	73.	4	0	78	182
Peak																					0.904
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Suite 160 Baltimore, MD 21227 File Name: CR23@W~1 Site Code: 00003333

Start Date : 08/04/2006

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Peak Hour F	From 0	7:00 A	M to	11:30	4M – Pe	eak 1 e	of 1						•								
By Approach	08:00	AM				08:00	MA (•	07:45	AM				08:00	MA (į
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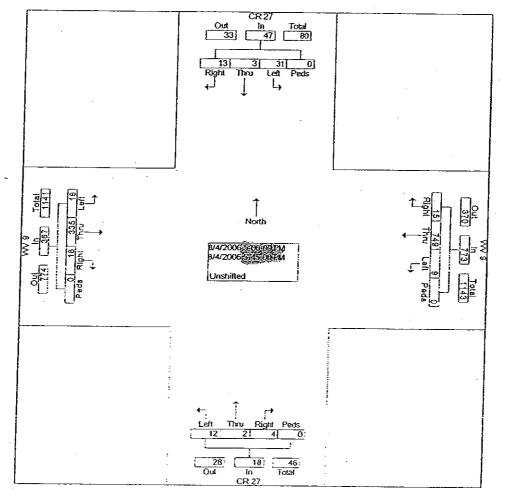


Baltimore, MD 21227

File Name : CR23@W~1 Site Code : 00003333

Start Date : 08/04/2006

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Intersecti on	05:00	PM																			ļ
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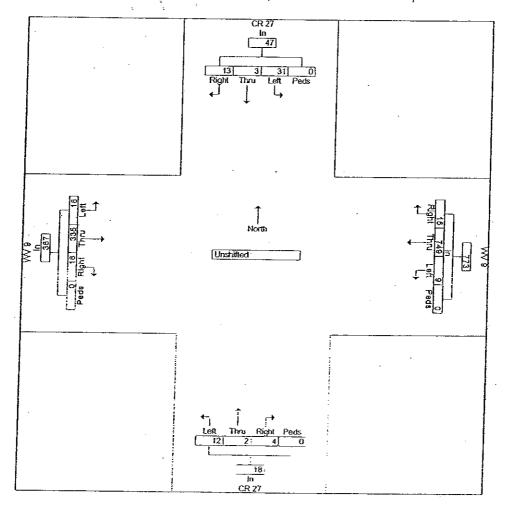


Baltimore, MD 21227

File Name : CR23@W~1 Site Code : 00003333

Start Date : 08/04/2006

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By Approach	05:00	PM				05:00	РМ				05:00	РМ				05:00	PM	÷			
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Weather: Sunny
Counted By: JEREMY

Suite 160 Baltimore, MD 21227 File Name : CR23@W~1 Site Code : 00003333 Start Date : 08/04/2006

Town: Millsville

Other:

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	08:30 AM	1	1	4	0	6	1	5	1	0	7	2	1	0	0	3	1	7	1	0	9	25
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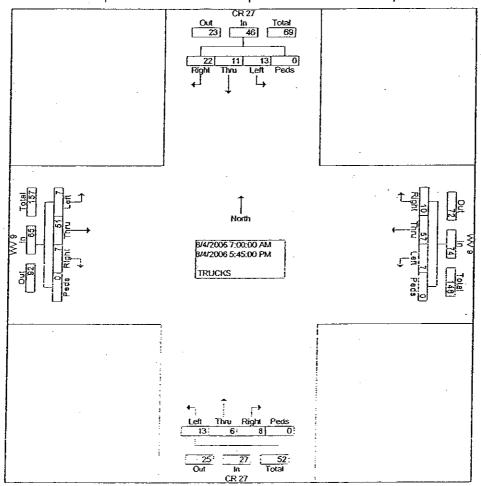
Baltimore, MD 21227

File Name: CR23@W~1 Site Code: 00003333

Start Date : 08/04/2006

Ground	Printed.	TRUCKS

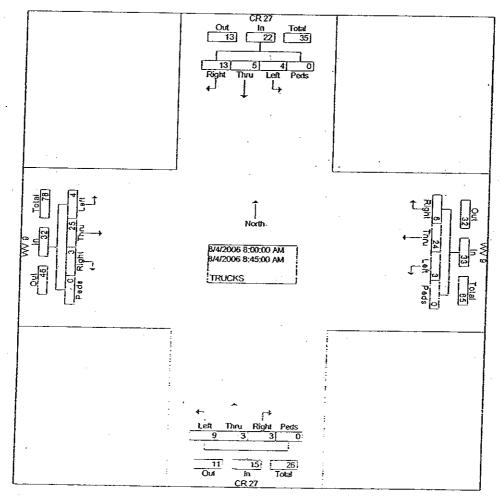
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05:00 PM	1	0	0	0	1	0	3	0	0	3	0	0	3	0	1	0	2	1	0	3	8
05:15 PM	1	0	0	0	1	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	3
05:30 PM	0	0	0	0	0	1	0	0	0	1	1	0	0	0	1	0	0	0	0	0 ,	2
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Baltimore, MD 21227

File Name : CR23@W~1 Site Code : 00003333 Start Date : 08/04/2006

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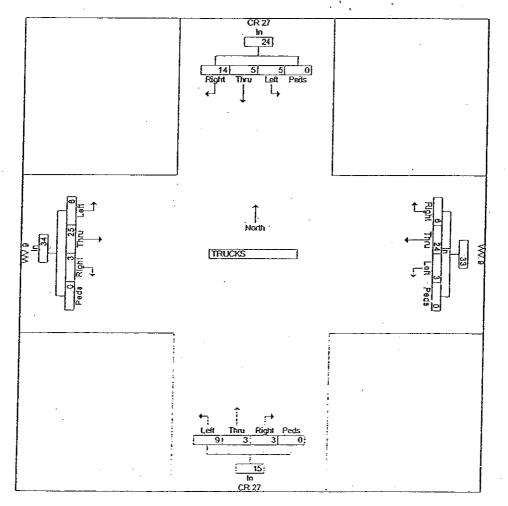
Baltimore, MD 21227

File Name : CR23@W~1 Site Code : 00003333

Start Date : 08/04/2006

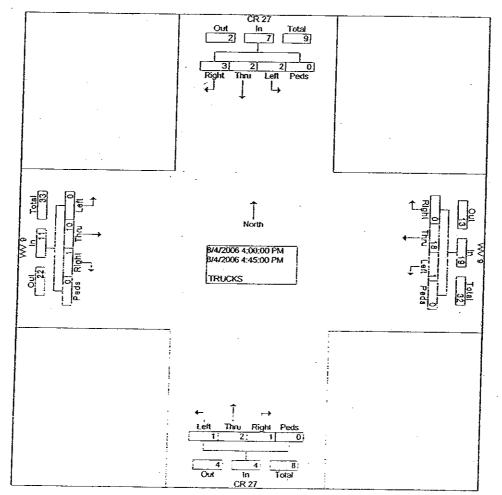
Page No 24

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			om N				Fı	om E	ast .		1	Fre	om Sc	outh		1	Fr	om W	lest .		!
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Time	ren	U	ht	: :	Total	Leit	u	hŧ	s!	Total		u l	ht	s	Total	Left	U	ht	s	Total	Total
Peak Hour F	rom 0	7:00 /	M to	11:30	AM - Pe	eak 1 c	of 1			_											
By Approach	07:45	АM				08:00	AM				08:00	AM				07:45	MA				
Volume	5	5	14	0	24	3	24	6	0	33	9	3	3	0	15	6	25	3	0	34	
Percent	20. 8	20. 8	58. 3	0.0		9.1	72. 7	18. 2	0.0		60. 0	20. 0	20. 0	0.0		17. 6	73. 5	8.8	0.0		
High Int.	07:45	AM				08:00	AM				08:45	AM				08:00	AM			ì	İ
Volume	2	2	3	0	7	1	7	2	0	10	3	1	1	0	5.∫	3	7	1	0	11	
Peak					0.85					0.82					0.75					0.77	
Factor					7					5					0					3	



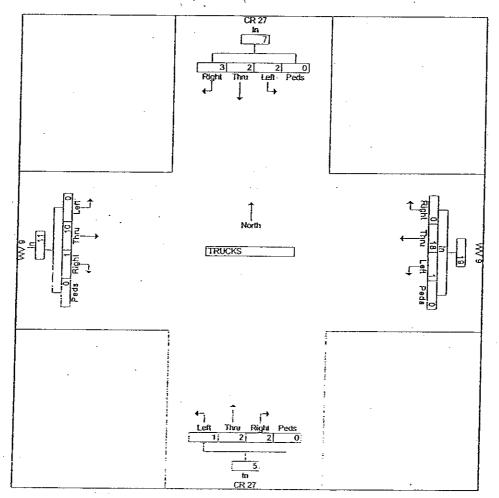
Suite 160 Baltimore, MD 21227 File Name : CR23@W~1 Site Code : 00003333 Start Date : 08/04/2006

1			CR 2			ì	WV 9						CR 2	7		i WV 9				ì	
I			om N			Ŀ		om E				Fre	om Se	ณ์มอ		From West					1
Start	1 011	Thr	Rig	Ped	Арр.	Left	Thr	Rig	Ped	App.	!	Thr	Rig	Ped	App.				Ped	App.	Int
Time	- F	į u	ht	5			o í					บ	ht	s	Total	Left	u	ht	s	Total	Total
Peak Hour	From ()4:00 l	PM to	05:45	PM - Pe	eak 1 c	of 1				·	1			, 0.0.	· · · ·		!!!	3	Utai	TOTAL
Intersecti	04:00	1 544				ì					ļ					į.					
OU	04,01	J i ivi				!					į		-								
Volume	2	2	3	0	7	1	18	. 0	0	19	<u>.</u>	2	1	0	4	0	10	4	0	11	. 44
Percent	28.	28.	42.	^ 0			94.			,,,	25.	50.	25.	•	7	U		•	U	11	41
reacent	6	6	9	0.0		5.3	7	0.0	0.0		0	0	2.0.	0.0		0.0	90. 9	9.1	0.0		
. 04:30				_				•				U	U		!		9				
Volume	1	0	ĵ.	. 0	2	0	7	0	0	7	0	1	0	0	1	0	. 3	0	0	3	13
Peak					ĺ			•							- 1						
Factor																					0.788
High Int.	04:00	PM			- 1	04:30	DAA				04.45	DI 4									
Volume	1	1	0	0	2	04.50	7 101	0	0	l	04:45	PM :	_	_		04:00				j	
Peak	•	•	•	·	0.87	U	•	U	U	^	*1	7	0	0	2	0	3	1	0	4	
Factor					5					0.67					0.50					83.0	
					3 1					9					0					8	



Suite 160 Baltimore, MD 21227 File Name : CR23@W~1 Site Code : 00003333 Start Date : 08/04/2006

																					•
	· CR 27				WV 9				CR 27				l wv 9					j.			
<u></u>	:	Fr	om N	orth	•••	<u>L</u>	Fi	rom E	ast		From South					•	Fr	om V	lest :		
Start		Thr	Rig	Ped	Аор.	Left	Thr	Rig	Ped	Арр.	Left	Thr	Rig	Ped [Арр.	Left	Thr	Rig	Ped	App.	Int. I
Time		ម	ht	s	Total	Len	u	ht	s	Total	Len	u	ht	s!		Len	ម		s	Total	Total
Peak Hour I	From 0	4:00 F	M to	05:45	PM - P	eak 1	of 1														
By Approach	04:00	PM				04:00	PM				04:15	5 РМ				04:00	РМ				
Volume	2	2	3	0	7	1	18	0	0	19	1	2	2	0	5	ก	10	1	0	11	
Percent	28. 6	28. 6	42. 9	0.0		5.3	94. 7	0.0	0.0		20 0	40. 0	40. 0	0.0	J	0.0	90. 9	9.1	0.0	•	
Hìgh Int.	04:00	РM				04:30	PM				1 04:45	PM	•			04:00	PM				
Volume	1	1	0	0	2	0	7	0	0	7	1	1	Ω	n	2	n	3	1	n	4	
Peak					0.87					0.67	-	·	•	·	0.62	•	•	•	Ū	0.68	
Factor					5					9					5					8	



APPENDIX B EXISTING LOS ANALYSIS WORKSHEETS

	J	>	•	•	-	*	4	†	<i>p</i>	1	↓	4
Movements	MEDIE		EER	we E	EWD)	WBR	ENBL	» NB P	NER	SPL	SBJ;	, ASBR
Lane Configurations	ት ভিত	^ }	et enwa	ሻ ሲፈዋል፡-መታሪ	↑ ↑	7 1 3 3 6	. 4 3460)	- 4 	7 150 2/ 5/	as es Son		4.5√59 0
Volume (vph) Ideal Flow (vphpl)	1900	910 1900	1900	1900	385 1900	10 1900	10 1900	1900	1900	等高 <u>30</u> 1900	1900	1900
Total tost time (s)	4.0	4.0		4.0		4.0	1000 na.shik脚ae	4.0	1300 13240		4.0	
Lane Util. Factor	1.00	0.95		1.00	0.95	1.00		1.00	1.00		1.00	
6000000	1.00	1.00		1.00	1.00	± 0.85		1:00%		#-7-VI	-0.90	
Flt Protected	0.95	1.00	ा । TYRKT सहस्र संस्थ	0.95	1.00	1.00	i o teo sali	0.98	1.00	a_1925.9 15 37	0.99	North (made)
Sald Flow (prol)	1770	3533			3539	1583		. 1817. 0.88	1583 1.00	we at	1661 0.94	
Fit Permitted Said Flow (perm)	0.95 1770	1.00 -3533	MALLAN IN	0.95 1770	1.00 = 3539	1.00 - 583		0.88 1646	1.00		0.94 21578	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Ade Flow(VDb)	92	989		0.32 3.4 76	418	0.02	0.52 11		0.02 12.5 5 2	3 133	3 5	08
RTOR Reduction (vph)	0	1	0	0	0	7	0	0	3	0	66	0
rane Group Lew (Vib)	¢ 92	999			92418±	數數數	50000	5.22	4 11/2	(res(0)	170	30 30
Tum Type	Prot		·	Prot		Perm	Perm		Perm	Perm		55-50#5C#
Protected Phases 200 Acts								7 2			- 6 t	
Permitted Phases						8	2		2	6		
Acmaled Green, C(s) = 515 Effective Green, g (s)	5.7	21.1		20	17.4	17.4		17.4	17.4		17.4	
Actuated of Grand		0200		0.04	20032	10.00		8080	0.33			
Clearance Time (s)	5.0	5.0		5.0	5.0	5.0		5.0	5.0		5.0	
venicie Extension (s) s = 2 m.		30				30		F 90g			2008	
Lane Grp Cap (vph)	192	1420	Direct Season Service	67	1173	525		546	525		523	
Visitaline programme in the second	d105 z	(d:28 €		20:00	0.12	0.00		0.04	0.00		-0.04	
v/s Ratio Perm Verralio	1010	-00-70		2007	esas de	0.00	30.6	0.01 0.04	0.00		c0.04	
Uniform Delay, d1	22.0	13.1		24.4	13.3	11.8		11.9	11.7		12.3	
kogression Factor	100	-100		3100	#1.00 P	500	971	3100			106	
ncremental Delay, d2	1.9	1.6		0.5	0.2	0.0		0.1	0.0		0.5	
Delay (s)	239	-1195		24.8	135	2118 I		120#	4148		120	
_evel of Service	C === ===============================	В	SCHOTSHOPM GOV	C	8 ₅-∞ <i>≅8#+</i> #	B ANDRES	ana seefaxa	В	В	ana ageuta	В	
Approach Delay (s)		15.6 H			13.6 B			=120± B			128 B	
Approach LOS		D			D			D			D	
norseelen Suumayk eksy												
ICM Average Control Delay	nerio in	i film habit	14.7			of Service		ianawa S.	В			.K.W.
ICM Volume to Capacity ratio			0.47 52.5		n of lost t		아를 다		12.0	2-		
			びんし	- આ	II UI IUSE E	mic (9)			12.0			
ctuated Cycle Length (s)		7. F. J. 9		1/21			1.75	ing a state	. A		1.77 - 7.78	T - Y - T
ntersection Capacity Utilization malysis Period (min)		,	52-9% 15	- HCL		Service						

Baseline %user_name% Synchro 7 - Report Page 1

0.70	
10/9/2006	

• .	•		\	•	←	*	1	1	<i>/</i>	\	1	1
Movement .		a FBIS	EER.	= WBL	W OL	. WER	S NE	ne ne	ENBR	S SBE	SBT	
Lane Configurations	7	个个	7	ሻ	<u></u>	7		43			4	
Volume (veh/h) Sign Control	50	760	15	₹. ₹ 5 ±	÷ <u>1</u> 495	5	10		基本25)	. : : : : 60 *		+ 35
Grade / Programme	Kolesteja Nikore	Free			Free 0%		Harris Joseph	Stop		niita wiitaasi	Stop	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	⊕ 54 -	- 826	16	s 1459	538	到到5	3.20		27 -	<i>⊶</i> 465∄	11	38
Pedestrians Lane Width (ft)	GF		Odka vilog s	Marie en en en		mOTEMLEUS EN	Stri A	. 1 1 081-8.471		Tall a cremina		======================================
Walking Speed (fl/s)	igure e jiji	计划更通	idiğ'i	新山东西								
Percent Blockage	第 1414年3	5.2. 4.2										
Right turn flare (veh)	reen in the su	-AT HARRIST	thailt à Thaile Ion leas a	erten altrige			AR Sub-			-HL-1-147		
Median-type:		None .			None	-116 Table 54						
Median storage veh)		77		~			-					
Posteam signal (11) pX, platoon unblocked			397.									
re-conficing volumes	543			12 9.10 B				1/100		a. Incomb		2000
vC1, stage 1 conf vol							1200			1000		2003
WSZ-Słade-Zceni Wol.												
vCu, unblocked vol	543			842			1258	1489	413	1098	1500	269
tC, 2 stage (s)				441			7.5	605	600		66	6 S
	972			99								
p0 queue free %	95			99			90	99	95	57	90	95
dMaanacily (ventio) 6	1022		14.7	789-5			207		588	151		4729
					We'd a	Was a			ENTE EL		81 6 (2) (4)	155-20
Volume Folar 15 A 15 A 15	"特别	417 34	413		4.50	1269,5	269	1.5	(104		
Volume Left	54	0	0	0	5	0	0	0	. 11	65		
Volume Rights From Assets	1022	1700	0 1700	1700	700	4700	4700	4700	27			
Volume to Capacity.	0.05	STELLIFER PROPERTY.	1700	0.01	789 0.01	1700 0 16	1700 0.16	1700 0.00	249 0.16	197 -0.58		
Queue Length 95th (ft)	4	0	0	0	1	0	0	0	14	79		
Control Delay (s)	87	0.0	00	0.0	96	0.0	0.0	900	22)	45.8		
Lane LOS	A . బ‰≗ం∈	South Benefit and		د ميان، فاتحاظ علم	A	ada da kacama	es s.a.		С	E		
Approach Delay (5) Approach LOS	₹0.5				9 01				22.1	45.87		
		the capacity and the							C	E		
nielseción Sommary 2 2 5												
Average Delay Intersection Capacity Utilization	, all the loss	1 145	4.1	ാര്യ	n ma	35.3		al Nation As		ು ಗಾಗಿಯ ಕ್ಲುಪ್ರಕ್ಷಣೆಗಳ		20 /
Analysis Period (min)	1-,	;-45 ;	8% 15	16-61.	Level of	service.			A			M. F
を	·* =		•		5. 8 4 () 8.84 ()	earlinear La		1 55 1 5		1.00 kg		g#T L

Baseline %user_name%

Synchro 7 - Report Page 1

	٠		•	√	←	*	4	†	7	\	↓	4
Movement : La Las	. EBI-			E WBL	- Wet	-VOR	- NBI		NBR	245B	SEF	= SBR
Lane Configurations	ħ	作			<u>ተ</u>	7		44			4	
Volume (veh/h)		705	15	√ ± ±0	460	45	5		#### 0 F	÷ 185	13 5	- 7. F.5
Sign Control	\\ TY-85.2787878787878	Free	d Armanymre sa's region		Free	to a serior se		Stop		e conserva	Stop	.a.c
Grade: 1		- 0%			0%		的。 Expose in	0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph) Pedestrians		766			500	49			-100	201	E	5
Lane Width (ft)	i i terining 1	iewykiston	i de la composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della comp	May Consider	NEET LIVER	· ANTENN	Kalentes	torio (2 1/2011)	5/41/24/24/24/24	Matu Bu	datiena v	41)201 5 498
Walking Speed (ft/s)	5.在2000年1000	Thathar.				. TREE					Marinesi.	ALTONISM.
Percent Blockage		MALL.			i dina					ME 447.2		
Right turn flare (veh)	等。 19 年1972年 12 12 12 12 12 12 12 12 12 12 12 12 12	(POSE (POPILE (PASE))	i - Ylhiedd		CONTRACTOR	KIN WELLER II	are mad			gi ndrightra	Capa ave a	
Median type		None			None	aa aa / Par Metr			L-14714444			
Median storage veh)												
Vostceinbenetus = 10												
pX, platoon unblocked	1											Ŧ.
visseentlig incivolumes.	549			183			1043	1134	39 (2805	1203	70
vC1, stage 1 conf vol									***		· (
VEZ Stage 2 cont vol	F 40			700			1010	1001				
vCu, unblocked vol	549			783			1043	1334	391	895	1293	250
tC, 2 stage (s)									0.04			0.1
	200							MAG.				
p0 queue free %	99			100			97	99	100	14	97	99
av oapaciyavenin	el (1017a)							- A 57 B	608 4			760
					- TV 101 6V	**************************************						
Volume Totale			422	2001	- 01 A							
Volume Left	5	0	0	0	0	0	5	201				
Volume Roma		e Ö.				749 <i></i>		201				
cSH	1017	1700	1700	1700	1700	1700	172	235				
Volume to Capacity	0.01	0.30	0.16	0.15	0.15	=0.03	0.04	0.90				
Queue Length 95th (ft)	0	0	0	0	0	0	3	190				
Control Delay (\$)	8.6	10.0	00	3 DD	00	E DO		803				
Lane LOS	A 900 (1.00 a.d 1.55 0 (1.65)	.i.E.e®#a: ≅	ግምያለ ከ መታዩ	Full Level 22.	i. O managar wa	aren battar	D	F	e magaza esperante ()	res arressas	terresistance	Saura d'Office (s. 184
Approach Delay (s)	海南州南	Eviste .	: 学學(第	F0.0						种研究	京外間	Prog.
Approach LOS			_				Đ	.F		•		
nters ection situm ary of												
Average Delay			11.1									
Intersection Capacity Utiliza			38.5% 🗓	HCL	Level of	Service	er in d		CLIA!!	2 次資	T. J. T.	र्व करियाः सन्दर्भः
Analysis Period (min)	ing of the second	•	15						c · · ·			
							• •		ga myddinid Mae'r y bennwyddiai	ALAM Professor		

	٨	7	1	1	1	4	
Movement 24		#EIR	E NBL	ZNBIZ	- SBL	SBR 32	
Lane Configurations	kyr.			र्स	} • ::15÷		
Volume (veh/h)		∳ 1 •5	5.			15	
Sign Control	Stop 80%	Vægene ite	uen maren	Free	Free		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	
Hourly flow rate (vph)		F 5			167		
Pedestrians							
Lane Width (ft)				VIDER.	ALTERNA	4.24.3019年	建筑 的传统。这个种种,
Walking Speed (fl/s) Percent Blockage		- GRESSES FIN			AGESTAGES. ∫		Profession for the factories of the factories and the factories of the fac
Right turn flare (veh)					AT STREET, S		生产 现象的人。2007年1月,超月最初 国际
Median type				None	i Nanetii		
Median storage veh)	- AND CONTRACTOR						
dostream signak(II)); et se e							
pX, platoon unblocked `` 76; conflicting volume							
vC1, stage 1 conf vol		74 "					
VC2 stage 2 contvol							
vCu, unblocked vol	90	24	33				
Groundle (S) See See See See	10 O 4 E	629					
IC, 2 stage (s)							
p0 queue free %	100	99	100				
dveapasity(ven/h)	2008	1052	1579				
Volume Fold							
Volume Left	0	5	0				
Volume Right ** ***	5.0	(a 0)	#16X				
cSH	1052	1579	1700				
Volume to Capacity Output Langth (Eth. (#)	001	0.00	0.02) 	. neo vii n		
Queue Length 95th (ft) Control Delay (s)	0 - 24-	0 2007:	0 2007		ATTOMICAL PARTY ATTOMICAL PROPERTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY		
Lane LOS	Α	Α				Sold and the second second	(1995年) · 李州田等中华中华中华中华中华中华中华中华中华中华中华中华中华中华中华中华中华中华中华
Approach Delay (s)	8.4	07	0.0				
Approach LOS	Α			-			
nierseallors aminary esse							
Average Delay			0.9	-	The state of the s		The state of the s
ntersection Capacity Utilization	n g ra ng. Ng pagitas		6.8%	ICU	Level of S	ervice	紫檀图片的上音 和 特别的一点数。这些影响
Analysis Period (min)	tima at s		15		-		
	St. Navigo	, ½ d				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	跨鐵的 12.12 · 1