



CERTIFICATE OF AUTHENTICITY

THIS IS TO CERTIFY THAT THE FOLLOWING ELECTRONIC RECORDS ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS OF JAMES CITY COUNTY GENERAL SERVICES DEPARTMENT- STORMWATER DIVISION; WERE SCANNED IN THE REGULAR COURSE OF BUSINESS PURSUANT TO GUIDELINES ESTABLISHED BY THE LIBRARY OF VIRGINIA AND ARCHIVES; AND HAVE BEEN VERIFIED IN THE CUSTODY OF THE INDIVIDUAL LISTED BELOW.

BMP NUMBER: 99117

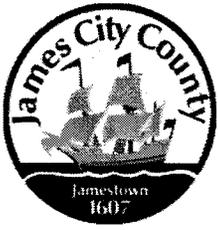
DATE VERIFIED: May 11, 2012

QUALITY ASSURANCE TECHNICIAN:

Leah Hardenbergh

Leah Hardenbergh

LOCATION: WILLIAMSBURG, VIRGINIA



Stormwater Division

MEMORANDUM

DATE: March 10, 2010
TO: Michael J. Gillis, Virginia Correctional Enterprises Document Management Services
FROM: Jo Anna Ripley, Stormwater
PO: 270712
RE: Files Approved for Scanning

General File ID or BMP ID: 99117

PIN: 4140700006

Subdivision, Tract, Business or Owner

Name (if known): Suburban Propane

Property Description: General Files

Site Address: 7232 Merrimac Trail

(For internal use only)

Box 8

Drawer: 5

Agreements: (in file as of scan date)

Y

Book or Doc#:

632

Page:

236

Comments

Contents for Stormwater Management Facilities As-built Files

Each File is to contain:

- 1. Maintenance Agreement
- 2. Construction certification
- 3. As-Built plan
- 4. Design Calculations
- 6. Correspondence
- 7. Inspection records
- 8. Miscellaneous

File -

DECLARATION OF COVENANTS

648

INSPECTION/MAINTENANCE OF RUNOFF CONTROL FACILITY

THIS DECLARATION, made this 22 day of July, 1993, 19
between SUBURBAN PROPANE and all successors in interest, hereinafter referred
to as the "COVENANTOR(S)," owner(s) of the following property: Suburban Propane
Gas, Route 143 James City County

and James City County, Virginia, hereinafter referred to as the "COUNTY."

WITNESSETH:

We, the COVENANTOR(S), with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interests in the property described above, do hereby covenant with the COUNTY as follows:

1. The COVENANTOR(S) shall provide maintenance for the runoff control facility, hereinafter referred to as the "FACILITY," located on and serving the above-described property to ensure that the FACILITY is and remains in proper working condition in accordance with approved design standards, and with the law and applicable executive regulations.
2. If necessary, the COVENANTOR(S) shall levy regular or special assessments against all present or subsequent owners of property served by the FACILITY to ensure that the FACILITY is properly maintained.
3. The COVENANTOR(S) shall provide and maintain perpetual access from public right-of-ways to the FACILITY for the COUNTY, its agent and its contractor.
4. The COVENANTOR(S) shall grant the COUNTY, its agent and its contractor a right of entry to the FACILITY for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the FACILITY.
5. If, after reasonable notice by the COUNTY, the COVENANTOR(S) shall fail to maintain the FACILITY in accordance with the approved design standards and with the law and applicable executive regulations, the COUNTY may perform all necessary repair or maintenance work, and the COUNTY may assess the COVENANTOR(S) and/or all property served by the FACILITY for the cost of the work and any applicable penalties.
6. The COVENANTOR(S) shall indemnify and save the COUNTY harmless from any and all claims for damages to persons or property arising from the installation, construction, maintenance, repair, operation or use of the FACILITY.
7. The COVENANTOR(s) shall promptly notify the COUNTY when the COVENANTOR(S) legally transfers any of the COVENANTOR(S)' responsibilities for the FACILITY. The COVENANTOR(S)' shall supply the COUNTY with a copy of any document of transfer, executed by both parties.
8. The covenants contained herein shall run with the land and shall bind the COVENANTOR(S) and the COVENANTOR(S)' heirs, executors, administrators, successors and assignees, and shall bind all present and subsequent owners of property served by the FACILITY.
9. This DECLARATION shall be recorded in the County Land Records.

IN WITNESS WHEREOF, the COVENANTOR(S) have executed this DECLARATION OF COVENANTS as of this 22 day of July, 1993

COVENANTOR(S)
Suburban Propane
By Ernest R. Turner
District Manager

ATTEST:

COVENANTOR(S)

ATTEST:

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF York

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do certify that Ernest R. Turner whose name is signed as such to the foregoing writing bearing date 22 day of July, 1993 this day sworn the same before me in my jurisdiction aforesaid.

GIVEN under my hand this 22 day of July of 1993.



[Signature]
Notary Public

My Commission expires: MY COMMISSION EXPIRES NOVEMBER 30, 1995

Approved as to form:

[Signature]

0261U.Wpf
Revised 9/92

VIRGINIA: City of Williamsburg and County of York City, to Wit:
Office of the Circuit Court of the York and County of James City the 29 day of July, 1993 This Declaration presented w/ certificate attached and signed at 11:01 o'clock
by [Signature] Clerk
Deputy Clerk

A COPY TESTE:
HELENE S. WARD, CLERK
BY [Signature]
Deputy Clerk

SILTATION AGREEMENT

THIS AGREEMENT, made this 28 day of JULY, 1993, by and between SUBURBAN PROPANE, and all successors in interest, a corporation, hereinafter called "Developer", party of the first part, and the Board of Supervisors of James City County, Virginia, hereinafter called "County", party of the second part, and BERNARD FARMER, JR., hereinafter called "Agent" (Director of Code Compliance), party of the third part.

WITNESSETH:

WHEREAS, Developer, desires approval of plans by the Director of Code Compliance SUBURBAN PROPANE for the County of James City, for a project known as DRAINAGE IMPROVEMENTS, located at 7232 MERRIMAC TRAIL, WILLIAMSBURG, VA.23187, which plans include provision of siltation and erosion control measures as required by Chapter 5A of the Code of the County of James City, Virginia, and

WHEREAS, County desires to ensure the installation, maintenance and adequate performance of such control measures,

NOW THEREFORE, for and in consideration of the foregoing premises and the following terms and conditions, and in further consideration of the approval of the aforesaid plans by the County and the issuance of permits for the work proposed to be done thereunder the parties hereto agree as follows:

1. Developer has either:
 - a. deposited with Agent, and Agent by this execution hereof acknowledges that he holds, the sum of THREE THOUSAND dollars (\$ 3,500.00) in escrow under and subject to the terms of this agreement, or;
 - b. has furnished the County an irrevocable letter of credit or bond with corporate surety, whose terms and conditions are acceptable in substance and in form to the County Attorney, in the sum of N/A dollars (\$ _____), which letter of credit or bond is under and subject to the terms of this agreement.

The deposit, letter of credit or bond (collectively "Security Instrument") is designed to insure performance of the Developer's obligations and to insure reimbursement to the County in the event that it performs work or causes work to be performed pursuant to paragraphs 2, 3 and 4 of this agreement.

2. In the event measures for the control of siltation and/or erosion as provided for on the plans referred to herein, or on any approved revision thereof, are not constructed at or prior to the occurrence of any rainstorm or other phenomena actually causing any siltation or erosion, County or its authorized agent shall have the right to enter upon Developer's property and construct such measures or do such other work as may be necessary to prevent further erosion or siltation, provided that County shall first give notice in writing to Developer or his superintendent of its intent so to do.

3. In the event measures for the control of siltation and/or erosion have been constructed, but fail, through overload and/or inadequate maintenance, to perform the function for which they were intended, County or its authorized agent, may in like manner to 2 above, enter to perform such reconstruction or maintenance as may be necessary to restore performance in accord with the plans, or approved revisions thereof, upon giving notice in writing to Developer or his superintendent of its intent so to do.

4. In the event there occurs siltation and/or erosion from the property covered by the plans referred to herein in sufficient quantity adversely to affect downstream drainage, or travel on any street, road, highway or other public way, then County may take such steps as may be necessary to restore functions to the affected drainage or travel way.

5. a. In the event County determines work shall be performed or causes to be performed work of any nature, including labor, use of equipment, and materials, under the provisions of 2, 3 and 4 above, either by County forces or contract, Agent shall draw and disburse to County on its order such sum or sums as may be requested, provided, however, that Agent's liability so to disburse shall be limited to the undistributed balance in its hands of:

1. the escrow amount, or
2. the letter of credit, or
3. the bond

Such surety may be drawn in total, if at the time the surety is to expire, all improvements are not complete and surety has not been adequately extended or replaced to ensure completion of the improvements. In

addition, the County may draw a Security Instrument in the event it is not renewed or amended to remain in effect at least 10 days prior to its expiration. A notice that such draw has been made shall be delivered or mailed by County to Developer.

- b. In the event the County calls, collects or otherwise draws on the Security Instrument pledged under this agreement, Developer agrees to either pay, or have the County use the proceeds of the draw to pay, a reasonable administrative fee of \$35.00 plus any costs actually incurred by the County in drawing on the Security Instrument. The charge for an administrative fee plus costs shall apply regardless of whether the County later accepts a renewal or amendment of the Security Instrument.

6. In the event Agent makes disbursement pursuant hereto, Developer agrees to deposit within ten (10) days of such disbursement, an amount sufficient either:

- a. to restore escrow amount to its original balance as shown in paragraph 1;
or
- b. to furnish an additional letter of credit in the amount of the draft; or
- c. to secure such additional bonds as to restore same to its original balance as shown in paragraph 1.

7. It is expressly agreed by all parties hereto that it is the purpose and intent of this agreement to ensure the installation, maintenance, and performance of measures provided for on approved plans or revisions thereof, for the control of siltation and erosion, and for the restoration of function of facilities for drainage or vehicular travel if such facilities are adversely affected in their function by siltation or erosion from the property the subject of such plans. This agreement shall not be deemed to create or affect any liability of any party hereto for any damage alleged to result from or be caused by erosion or siltation.

8. It is expressly agreed by the parties hereto that either:

- a. the escrow amount shall be held by Agent unless distributed in accordance with 5 above, or paid to County as part of the cost to complete improvements required by ordinance and/or agreement, or released in writing by County, through its agent, the Director of Code Compliance; or

- b. the letter of credit or bond shall be held by Agent unless distributed in accordance with 5 above, or paid to County as part of the cost to complete improvements required by ordinance and/or agreement, or released in writing by County, through its Agent, the Director of Code Compliance.

IN WITNESS WHEREOF, the parties hereto, being first duly authorized, have affixed their signatures on the date first above written.

SUBURBAN PROPANE _____ (SEAL)

Developer

BY: Ernest R. Turner
DISTRICT MANAGER

ATTEST:

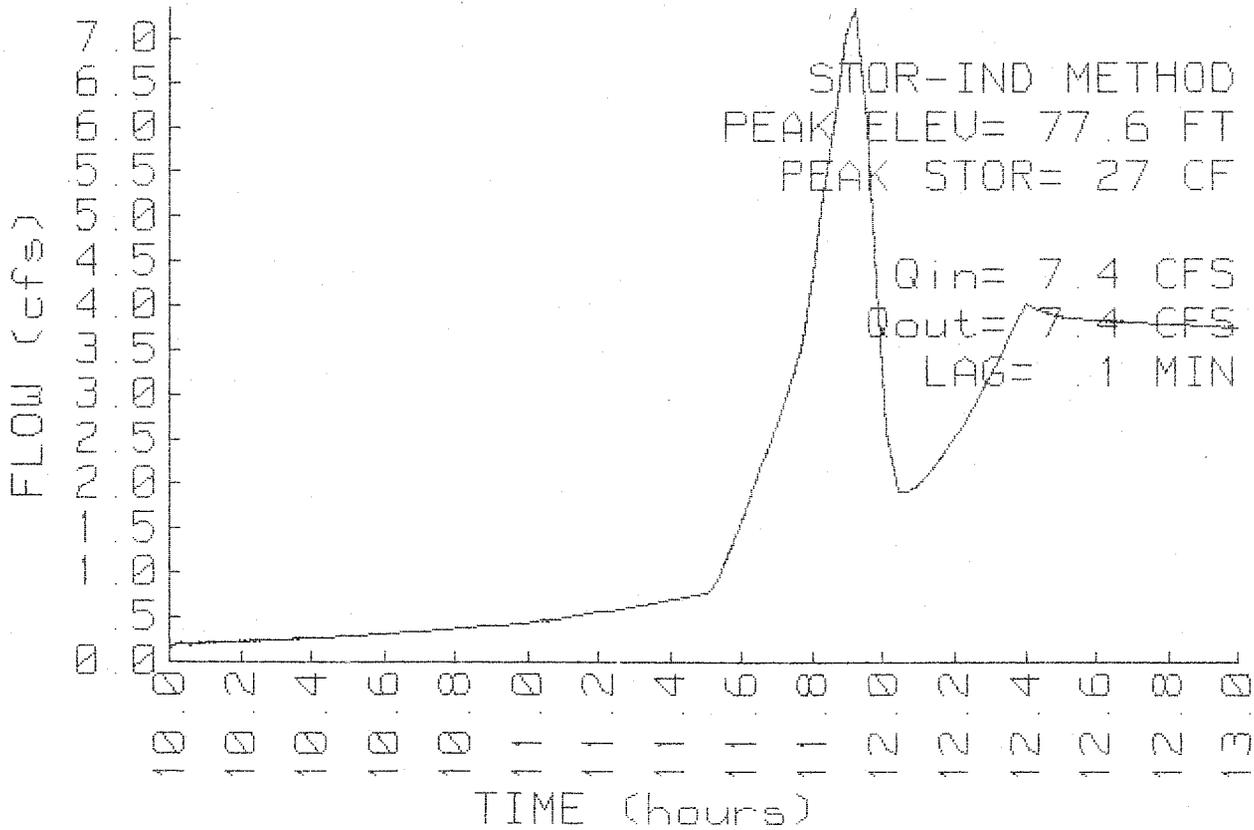
_____ (SEAL)
Agent

BY: Bernard Barnes

Approved as to form:
Lee P. Rogers
County Attorney

0359C.wpf
Rev. 4/93

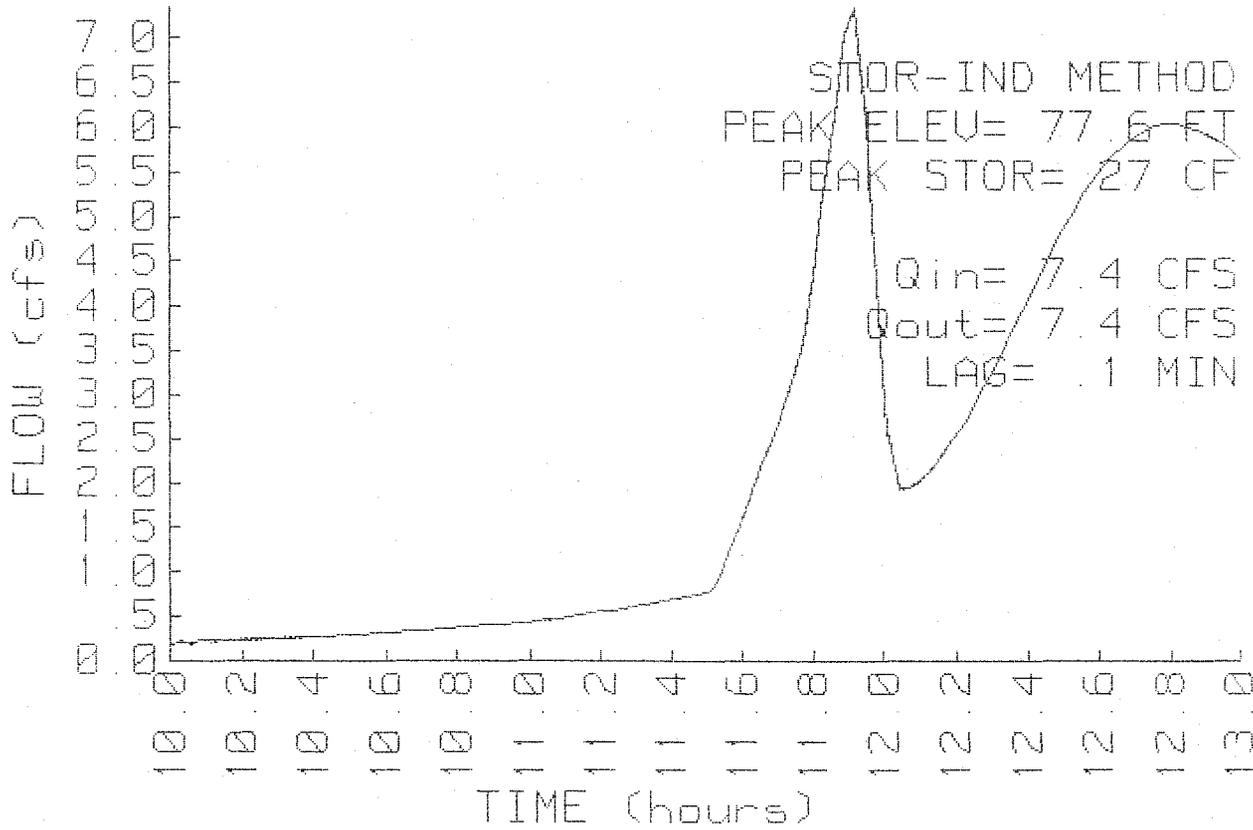
POND 5 INFLOW & OUTFLOW
EXISTING 4 FT. DIAM. D.I. @ STA. 1268+35



HYDROGRAPH / REACH 5 @ S=0.0029

NOTE: OUTFLOW CONTROLLED BY SUBCATCHMENT 4

POND 5 INFLOW & OUTFLOW
EXISTING 4 FT. DIAM. D.I. @ STA. 1268+35



HYDROGRAPH / REACH 5 @ S=0.028

POND 4

EXISTING 4 FT. DIAM. D.I. @ STA. 1269+50

STARTING ELEV= 70.3 FT
 FLOOD ELEV= 74.3 FT

ELEVATION (FT)	CUM.STOR (CF)	STOR-IND METHOD
70.3	0	PEAK ELEVATION= 73.9 FT
71.3	13	PEAK STORAGE = 45 CF
72.3	25	Qin = 10.2 CFS @ 11.91 HR
73.3	38	Qout= 10.2 CFS @ 11.91 HR
74.3	50	ATTEN= 0 % LAG= .1 MI
		IN/OUT= .74 / .74 AF

INVERT (FT)	OUTLET DEVICES
70.3	15" CULVERT
	n=.013 L=92' S=.05'/' Ke=.5 Cc=.9 Cd=.6 TW=4'

TOTAL DISCHARGE vs ELEVATION

FEET	0.0	.1	.2	.3	.4	.5	.6	.7	.8	.9
70.3	0.0	0.0	.2	.4	.7	1.1	1.5	2.0	2.5	3.1
71.3	3.6	4.1	4.5	4.9	5.2	5.5	5.8	6.1	6.4	6.7
72.3	6.9	7.2	7.4	7.6	7.9	8.1	8.3	8.5	8.7	8.9
73.3	9.1	9.3	9.5	9.7	9.8	10.0	10.2	10.4	10.5	10.7
74.3	10.9									



January 13, 1993

Mr. Darryl Cook
James City County Planning Department
P. O. Box JC
Williamsburg, VA 23187

RECEIVED
1-15-93
RECEIVED

Re: Suburban Propane
DJG #1920771

Dear Darryl:

Thank you for pointing out the slope error on Reach 5 in the revised computations submitted with the subject plans. Enclosed are hydrographs for the existing drop inlet at Sta. 1268+35 showing the effect of the slope of Reach 5 before and after the correction and the tabular summary of the existing drop inlet at Sta. 1269+50 which is the point where we connect.

You will note the dual peak on the hydrographs and that the primary peak controls in both cases. The impact on the critical point where we connect is the same with regard to peak flow and hydraulic grade line.

I apologize and am embarrassed that I should have to be corrected. If you have any questions, please contact me.

Sincerely,

Richard S. Phillips, P.E.
Chief Civil Engineer

RSP:rw

Enclosures

cc: VDOT w/Enclosures

THE DeYOUNG-JOHNSON GROUP, INC.

ENGINEERS · ARCHITECTS · SURVEYORS



P.O. BOX 3505 WILLIAMSBURG, VIRGINIA 23187 (804) 253-0673 FAX-(804) 253-2319

DANIEL J. DeYOUNG, P.E., WILLIAM D. JOHNSON, JR., P.E., WILLIAM C. BLACK, A.I.A., LYNN D. EVANS, C.I.S.,

— Quantum One Suburban Plaza • 240 Route 10 West, P.O. Box 206 • Whippany, NJ 07981 — QFB
201-887-5300

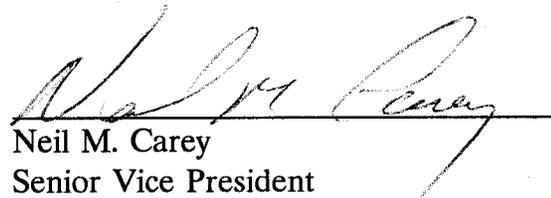
Neil M. Carey
Senior Vice President

July 22, 1993

James City County
P.O. Box 8784
Williamsburg, VA 23187-8784

To Whom it May Concern:

This letter serves as notice of Power of Attorney being assigned to Ron Turner, District Manager, Suburban Propane, Williamsburg, VA for the purpose of signing for Suburban Propane the County of James City, VA - Erosion and Sedimentation Control Bond.


Neil M. Carey
Senior Vice President

Attachment: Power of Attorney - Neil M. Carey

POWER OF ATTORNEY

The undersigned Quantum Chemical Corporation, a Virginia corporation with its principal office at 99 Park Avenue, New York, New York 10016 and with an office at 240 Route 10 West, Whippany, New Jersey 07981 for its Suburban Propane Division, (the Company) has made, constituted and appointed and by these presents does hereby make, constitute and appoint each of the following:

Carl C. Richardson - Senior Vice President, Suburban Propane
Neil M. Carey - Senior Vice President, Suburban Propane
Daryl F. McClendon - Senior Vice President, Suburban Propane
Salvatore M. Quadrino - Vice President, Suburban Propane

as agent and attorney-in-fact for the Company, and each such individual is hereby authorized and empowered to act for and in behalf of the Company for the sole and exclusive benefit of the Company and not on behalf of any other person, corporation or entity, to negotiate, execute, acknowledge and deliver contracts pertaining to the sale or transfer of any interest in the Company's real estate, or the purchase or lease of real estate by the Company, for such price and upon such terms and to such person, corporation or entity as said agent and attorney-in-fact shall deem fit and proper to give, and to execute, affix the corporate seal upon, and deliver, on the Company's behalf all deeds and other instruments that may be necessary in connection therewith; to make payment of and satisfy all mortgages, taxes and assessments, and other encumbrances that may be a lien or charge on any of the Company's real estate; and to receive payment of the purchase money for any and all of the Company's real estate sold, and of any and all notes or other evidences of indebtedness in payment therefor.

The Company agrees to be bound by the acts of each Division Vice President named above and declares that each such act shall be valid and binding on the Company just as if such act had been performed by an officer of the Company and hereby ratifies and confirms such acts.

This Power of Attorney shall remain in effect until rescinded by Quantum Chemical Corporation.

IN WITNESS WHEREOF, this instrument is executed as of the 2nd day of September, 1992.

Witness:

QUANTUM CHEMICAL CORPORATION

Alyce Jalduto

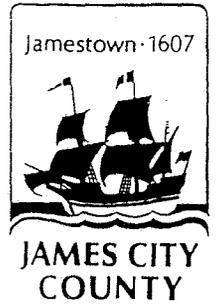
(Seal)

By:

Dennis J. Spina
Dennis J. Spina

Title: Vice President

James City County
Department of Code Compliance
P.O. Box 8784
Williamsburg, VA 23187-8784



LAND DISTURBING PERMIT

Application

GEO 212

*Released
12-14-93/DEC*

LANDOWNER

NAME Suburban Propane Gas DATE 7/6/93

ADDRESS (STREET) 7232 Merrimac Trail

~~XXXXXX~~ Williamsburg, Virginia 23185 PHONE (804) 229-5777

PROJECT Suburban Propane Drainage Improvements

LOCATION (USE STREET ADDRESS) 7232 Merrimac Trail, Williamsburg, VA 23185

TOTAL SIZE OF TRACT OR LOT 1.05 AC

TOTAL AREA TO BE DISTURBED 0.35 AC

DESCRIPTION OF LAND DISTURBING ACTIVITY Earthwork required to install infiltrator array; storm drainage piping and structures; repair and/or replacement of existing chain link fencing; and minor installation of asphalt pavement at entrance.

RIGHT OF ENTRY

I, E. Ron Turner, Dist. Mgr. (Signature) hereby grant designated officials of James City County, Virginia, the right to enter my property for the purpose of inspection or monitoring for compliance with the approved erosion and sediment plan on the above-referenced project.

PLAN IMPLEMENTATION

I, E. Row Turner Dist. Mgr. (Signature) ✓ certify that I fully understand the provisions of the James City County, Virginia, Erosion and Sediment Control Ordinance and agree to carry out the approved erosion and sedimentation control plan on the above-referenced project. I also understand that the approved erosion and sedimentation control plan becomes null and void on January 26, 1994 and no further work subject to Chapter 5A of the County Code shall be allowed unless and until an additional or updated erosion and sedimentation control plan has been submitted and approved in accordance with Chapter 5A or unless all requirements of the approved control plan have been completed by January 26, 1994 in accord with such plan and verified by the on-site inspection by the Administrator or his designee.

 (For office use only)

PERMIT NO. 94-07 BOND AMOUNT \$ 3,500.00
 REVIEWED BY Darryl E Cook DATE 7/28/93
 SPECIFIC REQUIREMENTS _____

APPROVED BY Bernard Turner ADMINISTRATOR - EROSION AND SEDIMENT CONTROL ORDINANCE
 DATE 8-2-93

Renewal of E&S plan requested by:

 Renewal Reviewed By:

 Renewal Date:

 Renewal Approved By:

 Updated Erosion and Sedimentation Control Plan becomes null and void on:

MEMORANDUM

Date: March 10, 1994
To: Betty S. Pettengill, Treasurer
From: Darryl E. Cook, Engineer *DEC*
Subject: Erosion Control Escrow Fund

The purpose of this memorandum is to authorize release of the \$3500 escrow deposited by Suburban Propane to guarantee installation of erosion control measures for the stormwater management improvements at Suburban Propane. All measures have been installed in accordance with the approved plan and all disturbed areas have been stabilized. A \$3500 check can be made out to Suburban Propane and returned to this office.

50-943
213 CHECK NO.

00184512

184512

Suburban Propane

Division of **Quantum**

One Suburban Plaza
240 Route 10 West
Whippany, N.J. 07981-0206

PAY

THREE THOUSAND FIVE HUNDRED DOLLARS NO CENTS

TO THE ORDER OF

DATE

CHECK AMOUNT

JAMES CITY COUNTY DEPT OF CODE
COMPLIANCE
P.O. BOX 87840
WILLIAMSBURG, VA 23187

07-23-93 *****3,500.00

Do J Spic
Signature of Treasurer

AUTHORIZED SIGNATURE

CHEMICAL BANK 90 PRESIDENTIAL PLAZA - SYRACUSE, N.Y. 13202

⑈ 184512 ⑆ ⑆ 021309434 ⑆ 755 ⑆ 540190 ⑆

JAMES CITY COUN
101 Mounts Bay Road • P.O. Box JC
Williamsburg, VA 23187-3627

0700 J
DATE July 27 19 93

RECEIVED FROM Suburban Propane

THE SUM OF Three thousand five hundred DOLLARS \$ 3500.00

FOR Security Insurance

AMOUNT OF ACCOUNT \$ _____
AMOUNT PAID.....\$ _____
BALANCE DUE.....\$ _____

CASH CHECK M.O. CREDIT CARD

Thank You!

PATB
Betsy S. Peabangin
Treasurer
County of James City

BY [Signature]

TRANSMITTAL

RECEIVED
3 22 93
REGISTRY

DATE: March 22, 1993

TO: VDOT
CC

FROM: Michael A. Freda, Senior Planner

SUBJECT: SP-1-93. Suburban Propane Gas - Drainage Improvements

ITEMS ATTACHED: Revised site plan

INSTRUCTION: Please review and comment.

RETURN BY: 3/29/93

AGENCY COMMENTS:

Approved 3/24/93 DEC