



# Stormwater Division

## MEMORANDUM

**DATE:** July 22, 2014  
**TO:** Michael J. Gillis, Virginia Correctional Enterprises Document Management Services  
**FROM:** Jacob Smith, Stormwater Intern  
**PO:** 110426  
**RE:** Files Approved for Scanning

<b>NAME PDF/SCANNED FILE:</b>		GOVERNORS GREEN SHOPPING CENTER	
<b>BMP ID OR GEN FILE NUMBER:</b>	MC008	<b>OWNER NAME:</b>	<del>DE FILE</del> CONTRADICTORY
<b>PIN:</b>	<del>DE FILE</del> CONTRADICTORY	<b>SITE ADDRESS:</b>	ADJACENT TO 4588 VILLAGE PARK DRIVE EAST
		<b>LEGAL DESCRIPTION:</b>	CONSERVATION ARE P-1 VILLAGE SQUARE <sup>A</sup>

<b>MAINTENANCE AGREEMENT IN FILE:</b>	YES	<b>BOOK/PAGE OR DOCUMENT NO.:</b>	N/A	<b>OTHER DESCRIPTION:</b>	N/A
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<b>BOX NO.:</b>	1	<b>COMMENTS:</b>	DECLARATION INSPECTION/MAINTENANCE
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Governor's Green Shopping Center

MC008

PH1 - 4710100054

PH2 - 4710100111

PH3A - 4710100112

PH3B - 4710100113

(not the recorded copy)

**DECLARATION OF COVENANTS**

**INSPECTION/MAINTENANCE OF RUNOFF CONTROL FACILITY**

THIS DECLARATION, made this 24th day of March, 1994, between IRONBOUND MARKETPLACE PARTNERS, L.L.C., a Virginia limited liability company ("Marketplace Partners"), JAMESTOWN, INC., a Virginia corporation ("Jamestown, Inc."), and IRONBOUND COMPANY, L.C., a Virginia limited liability company ("Company"), and all successors in interest, hereinafter referred to as the "COVENANTOR(S)," (index as "grantors" and "grantees") and JAMES CITY COUNTY, VIRGINIA, hereinafter referred to as the "COUNTY" (index as a "grantee").

WITNESSETH:

**RECITALS:**

A. Marketplace Partners owns or is to acquire that parcel of real property ("Phase I") designated as "PHASE I GOVERNOR'S GREEN 5.9442," as shown on that subdivision plat (the "Plat") entitled "PLAT OF GOVERNOR'S GREEN BEING A SUBDIVISION OF PROPERTY OF IRONBOUND COMPANY, L.C. JAMES CITY COUNTY, VIRGINIA," dated February 18, 1994, prepared by Langley and McDonald, P.C., which plat is or will be recorded in the James City County, Virginia Circuit Court Clerk's Office in Map Book \_\_\_\_\_, at page \_\_\_\_\_.

B. Company is the owner of three parcels of real property designated as "PHASE IIIA 0.8937 ACRES" ("Phase IIIA") and "PHASE IIIB 0.8399 ACRES" ("Phase IIIB") and "PHASE II 2.7888 ACRES" ("Phase II"), on the Plat.

C. Jamestown, Inc. owns certain real property (the "Residential Property") more particularly described on EXHIBIT A attached hereto and by this reference made a part hereof (Phase I, Phase II, Phase IIA, Phase IIIB and the Residential Property are hereinafter collectively referred to as the "Benefitted Property").

D. The parties hereto have agreed that a runoff control facility is to be constructed and operated on the Residential Property, subject to the terms and conditions set forth herein.

## DECLARATION AND AGREEMENT

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 each other and 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 Benefitted 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. The cost of such maintenance shall be prorated among the COVENANTORS in accordance with their "Percentage of Responsibility" shown following the respective parcels of the Benefitted Property:

Phase I	50%
Phase II	20%
Phase IIIA	5%
Phase IIIB	5%
Residential Property	20%

2. If necessary, the COVENANTOR(S) shall levy regular or special assessments against all owners of the Benefitted 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 and Marketplace Partners, and their respective agents and contractors.

4. The COVENANTOR(S) shall grant the COUNTY and Marketplace Partners, and their respective agents and contractors, 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 or any of the owners of the Benefitted Property, the owners of the Benefitted Property shall fail to maintain the FACILITY in accordance with the approved design standards and with the law and applicable executive regulations, the COUNTY or Marketplace Partners may, but shall not be obligated to, perform all necessary repair or maintenance work, and whichever of the COUNTY or Marketplace Partners performing such work may assess the owners of all the Benefitted Property served by the FACILITY, in accordance with the respective Percentages of Responsibility, for the cost of the work and any applicable penalties.

6. The COVENANTOR(S), for themselves and their successors (including, without limitation, successors in title) and assigns, agree to, in accordance with their respective Percentages of Responsibility, 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, unless such damages are determined to be the result of the willful or negligent acts or omissions of one or more of the COVENANTOR(S) or such successors or assigns in which event such COVENANTOR(S) or successors or assigns shall be solely responsible for such indemnity and hold harmless obligation arising therefrom and all other COVENANTOR(S) shall not be subject to such obligation relating to such damages.

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.

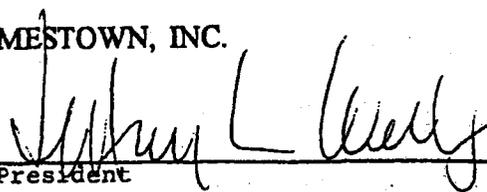
8. The covenants contained herein shall run with the land and shall bind the COVENANTOR(S) and the COVENANT(S)' heirs, executors, administrators, successors and assignees, and shall bind all present and subsequent owners of the Benefitted Property served by the FACILITY in accordance with their applicable Percentage of Responsibility. Upon the legal transfer of the property owned by COVENANTOR being served by the FACILITY, by acceptance of such transfer, the transferee assumes all of the obligations of such COVENANTOR as set forth herein, the COVENANTOR legally transferring such property to the transferee, shall thereupon be relieved of any further liability or responsibility hereunder with respect to such property transferred.

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 24th day of March, 19 94.

COVENANTOR(S)

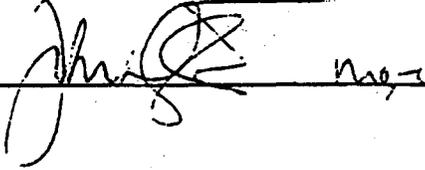
JAMESTOWN, INC.

  
\_\_\_\_\_  
President

ATTEST:  
  
\_\_\_\_\_

COVENANTOR(S)

IRONBOUND MARKETPLACE PARTNERS  
L.L.C.

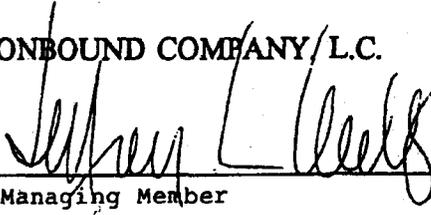
  
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~~ATTEST:~~

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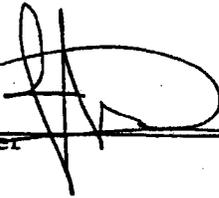
COVENANTOR(S)

IRONBOUND COMPANY/L.C.

  
\_\_\_\_\_

Managing Member

ATTEST:

  
\_\_\_\_\_

Managing Member

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF NEWPORT NEWS

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do certify that Jeffrey L. Weeks, President of Jamestown, Inc. whose name is signed as such to the foregoing writing bearing date 24th day of March, 1994 this day sworn the same before me in my jurisdiction aforesaid.

GIVEN under my hand this 24th day of March, 1994.

Candy W. Hittley  
Notary Public

My commission expires: July 31, 1995

Approved as to form:

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COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF NORFOLK

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do certify that John L. Gibson, III as manager of Virginia's Norfolk Partners LLC whose name is signed as such to the foregoing writing bearing date 24th day of March, 1994 this day sworn the same before me in my jurisdiction aforesaid.

GIVEN under my hand this 24th day of March, 1994.

Doreen M. Borch  
Notary Public

My commission expires: September 30, 1997

Approved as to form:

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COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF NEWPORT NEWS

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do certify that Joseph H. Latchum, Jr. and Jeffrey L. Weeks whose name is signed as such to the foregoing writing bearing date        day of       , 19  , this day sworn the same before me in my jurisdiction aforesaid.

GIVEN under my hand this 24th day of March, 1994.

\*Managing Members of Ironbound Company, L.C.

Carol J. Whitley  
Notary Public

My commission expires: July 31, 1995

Approved as to form:  
  
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