

**Road Acceptance for Brickhouse Landing Subdivision**

The Virginia Department of Transportation (VDOT) proposes to accept Brickhouse Landing Subdivision, Section 1, into the VDOT Secondary System for road maintenance purposes.

There are 2 agreements that are required:

- 1) Agreement of Declaration of Covenants for Inspection and Maintenance and Stormwater Management Facilities and BMPs for Brickhouse Landing.
- 2) Stormwater Detention Agreement for Brickhouse Landing, Section 1, between Prince George County and Commonwealth of Virginia, Department of Transportation (VDOT) for the Purpose of Satisfying 24 VAC 30-91-110 of the Subdivision Street Requirements for the Addition of Subdivision Streets for this Development.

Additionally, there is a resolution for the acceptance of Brickhouse Landing, Section 1 into the Virginia Department of Transportation – Secondary System of Roads Maintenance.

**DECLARATION OF COVENANTS**

**INSPECTION AND MAINTENANCE OF STORM WATER MANAGEMENT  
FACILITIES AND BMPS**

THIS DECLARATION, made this 1 day of November, 2019 between <sup>029</sup> ~~owners~~ <sup>Brickhouse Landing</sup> of the ~~HOA~~, LLC.  
following property: for the detention ponds located at Lot #7,  
3734 Grey Fox Drive, P.I.D# 1ZE101) 00-007-0 and Lot # 216,  
10017 Pheasant Run Court, parcel ID# 1ZE101) 00-024-0 and  
all successors in interest, hereafter (collectively referred to as the "COVENATOR(S),") on  
which best management practices, ("BMPs"), stormwater management facilities, ("SWM  
Facilities",) used to control stormwater runoff have been or will be constructed and COUNTY  
OF PRINCE GEORGE, VIRGINIA ("COUNTY.")

**WITNESSETH:**

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

1. The COVENATOR(S) shall provide periodic maintenance of the BMPs and SWM Facilities located on the above-described property to ensure that the BMPs and SWM Facilities are and remain in proper working condition in accordance with the approved design standards and with applicable legal requirements that may exist now or in the future. Such BMPs and SWM Facilities shall be and remain the property of the COVENATOR(S). At a minimum, the COVENATOR(S) agrees that they shall:
  - a. remove silt and other debris from the BMPs and SWM Facilities so as to maintain the designed bottom elevation of the bottom of the BMPs and SWM Facilities;
  - b. plant grass or maintain a vegetative cover on the slopes surrounding the BMPs and SWM Facilities; and
  - c. maintain in good order and repair the principal and emergency spillways which serve as the overflow devices for the BMPs and SWM Facilities.
2. The COVENATOR(S) shall provide and maintain perpetual access from public rights-of-way to the BMPs and SWM Facilities for the COUNTY, its agents and its contractors.

3. The COVENATOR(S) shall grant the COUNTY, its agents and its contractors, a right of entry providing ingress and egress to the BMPs and SWM Facilities for the purpose of inspecting, installing, maintaining or repairing the BMPs and SWM Facilities, as necessary.
4. If, after reasonable notice by the COUNTY by first class mail, the COVENATOR(S) fail to maintain the BMPs and SWM Facilities to control stormwater runoff in accordance with any requirements of the County Code, State law or this Agreement, the COUNTY may perform all necessary repair or maintenance work, and the COUNTY may assess the COVENATOR(S) and all property served by the BMPs and SWM Facilities for the cost of the work and any applicable penalties.
5. The COUNTY and its agents and employees shall have the right to relocate any BMPs and SWM Facilities and to make additions, extensions, alterations, and substitutions therein, including the right to install additional lines as the COUNTY may from time to time deem advisable or expedient. The COUNTY or its agents and employees shall have the right to alter or remove any animals or any structures, obstructions whether, natural or artificial, that are located on the property and that in any way interfere with the proper and efficient construction, operation, or maintenance of the BMPs and SWM Facilities.
6. From time to time, the COUNTY shall have the right to require COVENATOR(S) to submit in writing to the COUNTY an inspection report within thirty (30) days after notice by the COUNTY to perform an inspection and such report shall include the following:
  - a. the date of inspection;
  - b. the name of the inspector, approved in advance by the County;
  - c. the condition of vegetation, fences, spillways (principal and emergency), embankments, reservoir area, inlet and outlet channels, underground drainage structures, sediment load, gates and valves, and any other item that could affect the proper functioning of the BMPs and SWM Facilities;
  - d. the description of all maintenance that the design engineer deems necessary in order to ensure that the BMPs and SWM Facilities continue to function in accordance with their design, the approved plans and County and State laws or regulations.
7. If applicable, the COVENATOR(S) shall levy regular or special assessments against all present or subsequent owners of property served by the BMPs and SWM Facilities to ensure that the BMPs and SWM Facilities are properly maintained.
8. The COVENANTOR(S) shall indemnify, defend, and hold the COUNTY harmless from any and all claims for damages to persons or property arising from the installation, maintenance, repair, operation or use of the BMPs and SWM Facilities.
9. The COVENANTOR(S) shall promptly notify the COUNTY when the COVENANTOR(S) legally transfer any of the COVENANTOR(S)' responsibilities for the BMPs and SWM Facilities. The COVENANTOR(S) shall supply the COUNTY in

advance with a copy of any document of transfer, executed by both parties and any such agreement shall be recorded.

10. The covenants contained herein shall run with the land and shall inure to the benefit of and bind the COVENANTOR(S) and the COVENANTOR(S)' heirs, executors, administrators, successors and assignee and shall bind all present and subsequent owners of property served by the BMPs and SWM Facilities as long as they own an interest in the property.
11. The parties herein expressly do not intend by execution of the Declaration to create in the public or any member thereof any rights as a third-party beneficiary or authorize anyone but a party to this Declaration to maintain a suit for any damages pursuant to the terms and provisions of this Declaration.
12. This COVENANT shall be recorded in the Circuit Court of the County of Prince George.

IN WITNESS WHEREOF, the COVENANTOR(S) has executed this DECLARATION OF COVENANTS as of this day of November, 1, 2019.

COVENANTOR: \_\_\_\_\_

  
Signature

ATTEST:

JAMES R JONES, MANAGING, <sup>member</sup> 11-1-2019

Type Name

Date

COVENANTOR: \_\_\_\_\_

Signature

ATTEST:

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Date

COVENANTOR: \_\_\_\_\_

Signature

ATTEST:

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Date

**COMMONWEALTH OF VIRGINIA  
COUNTY OF PRINCE GEORGE**

I certify that on the 1<sup>ST</sup> day of NOVEMBER, 2019, before the subscribed, a Notary Public of the Commonwealth of Virginia, and for the County of Prince George, aforesaid, personally appeared before me James Ryan Jones, managing member of Brickhouse Landing HOA LLC

and did acknowledge the foregoing instrument to be their Act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1<sup>ST</sup> of NOVEMBER, 2019.

Teresa F. Jones  
Notary Public

My commission expires: 9-30-2020

Registration # \_\_\_\_\_

Teresa F Jones  
**NOTARY PUBLIC**  
Commonwealth of Virginia  
Reg. #288611  
Commission Exp. 9/30/2020

Approved as to Form:

[Signature]  
County Attorney



Teresa F. Jones  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #228911  
Commission Exp. 9/20/2020

## **STORMWATER DETENTION AGREEMENT FOR BRICKHOUSE LANDING SUBDIVISION SECTION 1**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the County of Prince George (the "County"), party of the first part, and the Commonwealth of Virginia, Department of Transportation ("VDOT"), party of the second part, for the purpose of satisfying 24 VAC 30-91-110 of the Subdivision Street Requirements for the addition of subdivision streets for this development.

### RECITALS

R-1 The County has approved, or anticipates approval of, certain plans for a subdivision, named Brickhouse Landing Subdivision Section 1, the streets of which are intended for acceptance into the Secondary System of State Highways.

R-2 Included in said subdivision are certain easements and rights of way for the purpose of constructing, operating and maintaining present or future stormwater drainage facilities including necessary inlet structures and other pertinent facilities for removing water from said streets.

R-3 As a prerequisite for accepting any subdivision street into the Secondary System of State Highways, an adequate and acceptable method for transporting stormwater runoff from said street to a natural water course is required.

R-4 Pursuant to 24 VAC 30-91-110, L, 2 of the Subdivision Street Requirements, when detention provisions are incorporated into stormwater drainage facilities, "the governing body shall, by formal agreement, and as a prerequisite for the transfer of jurisdiction over the street to the department, acknowledge that the department is not responsible for the operation, maintenance, or liability of the stormwater management facility or facilities associated with the subdivision" before such streets are accepted as part of the Secondary System of State Highways. "Stormwater detention facilities" as used in this agreement shall be limited to detention/retention facilities outside of the right of way dedicated to public use purposes for streets to be accepted into the Secondary System of State Highways.

NOW, THEREFORE, in consideration of the premises, the mutual covenants stated herein, and other good and valuable consideration the receipt and sufficiency of which is acknowledged by all parties hereto, the parties hereto agree as follows:

1. The County agrees that VDOT has no maintenance, upkeep and/or repair responsibility or liability for these stormwater detention facilities except in cases of physical damage resulting from road construction projects administered by VDOT. This Agreement does not relieve the parties thereto of their rights and obligations pursuant to Stormwater Management Regulations 9 VAC 25-870 et seq. and related state regulations as amended or modified from time to time. Further, the County agrees not to hold VDOT liable for damages resulting from the County's failure to enforce County ordinances and regulations relating to stormwater flow.

2. The County will not seek indemnification or contribution from VDOT to correct damages arising from improper maintenance or construction of these stormwater detention facilities.

3. Upon the County's request, VDOT will cooperate with the County in a reasonable manner to assist in the denial, settlement and/or litigation of claims for damages from the operation and maintenance of these stormwater detention facilities.

4. The parties expressly do not intend by execution of this Agreement to create in the public, or any member thereof, any rights as a third party beneficiary, or to authorize anyone not a party hereto to maintain a suit for any damages pursuant to the terms or provisions of this Agreement. In addition the parties understand and agree that this Agreement is not to be construed as an indemnification against third party claims.

5. VDOT agrees to recommend that the Commonwealth Transportation Board accept, as part of the Secondary System of State Highways, new subdivision streets which meet all provisions of the Subdivision Street Requirements.

6. The parties hereto agree that the provisions of this Agreement may be invoked by reference in any resolution of the County requesting any future addition to the Secondary System of State Highways.

Witness the following signatures and seals:

Approved as to form County of Prince George

\_\_\_\_\_  
County Attorney By: \_\_\_\_\_  
(Title) \_\_\_\_\_

Approved as to form COMMONWEALTH OF VIRGINIA DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Office of the Attorney General By: \_\_\_\_\_  
Commissioner

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF \_\_\_\_\_, to wit:

(Name) \_\_\_\_\_, acknowledged the foregoing

instrument before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

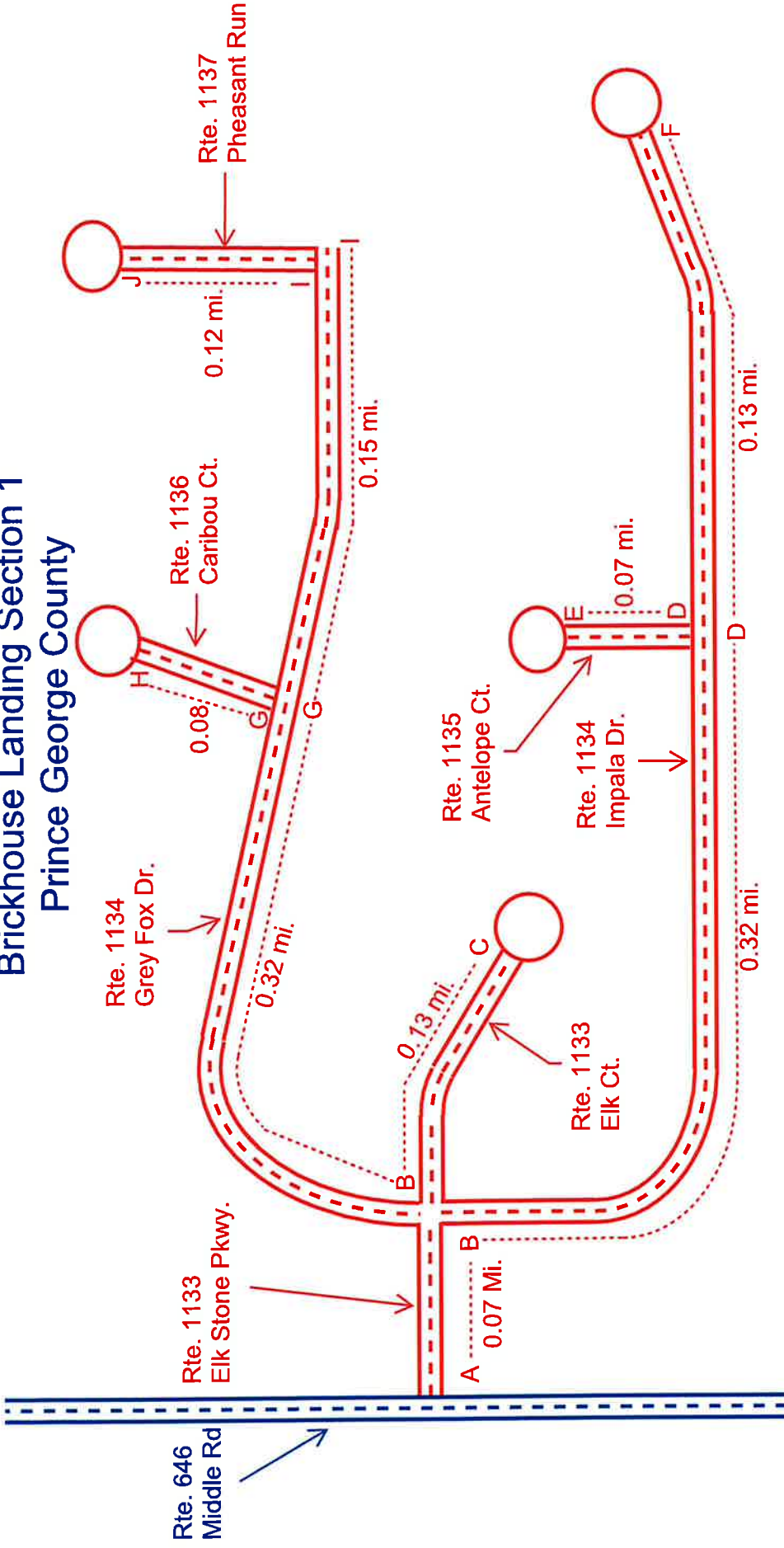
COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF \_\_\_\_\_, to wit:

(Name) \_\_\_\_\_, "Commissioner", party of the  
second  
part, acknowledged the foregoing instrument before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:



# Brickhouse Landing Section 1 Prince George County



**Legend**

**Prince George County**  
Changes in the Secondary System

Segment(s) of Secondary Road location to be added

Route	Action	Segment	Station	Length
1133	Addition	A-B		0.07 mi.
1133	Addition	B-C		0.03 mi.
1134	Addition	B-D		0.32 mi.
1135	Addition	D-E		0.07 mi.
1134	Addition	D-F		0.13 mi.
1134	Addition	B-G		0.32 mi.
1136	Addition	G-H		0.08 mi.
1134	Addition	G-I		0.15 mi.
1137	Addition	I-J		0.12 mi.

In the County of Prince George

By resolution of the governing body adopted November 26, 2019

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes in the secondary system of state highways.

A Copy Testee

Signed (County Official): \_\_\_\_\_

Report of Changes in the Secondary System of State Highways

Project/Subdivision Brickhouse Landing

Type Change to the Secondary System of State Highways:

Addition

The following additions to the Secondary System of State Highways, pursuant to the statutory provision or provisions cited, are hereby requested; the right of way for which, including additional easements for cuts, fills and drainage, as required, is hereby guaranteed:

Reason for Change: New subdivision street

Pursuant to Code of Virginia Statute: 33.2-705, 33.2-334

Street Name and/or Route Number

◆ Elk Stone Parkway, State Route Number 1133

Old Route Number: 0

- From: Intersection of Rte 646, Middle Road
To: Intersection of Rte 1134, Impala Drive, a distance of: 0.07 miles.
Recordation Reference: N/A
Right of Way width (feet) = 80ft

Street Name and/or Route Number

◆ Elk Court, State Route Number 1133

Old Route Number: 0

- From: Intersection of Rte 1134, Impala Drive
To: cul-de-sac of Rte 1133, Elk Court, a distance of: 0.13 miles.
Recordation Reference: N/A
Right of Way width (feet) = 80ft

Street Name and/or Route Number

◆ Impala Drive, State Route Number 1134

Old Route Number: 0

- From: Intersection of Rte 1133, Elk Stone Parkway
To: Intersection of Rte 1135, Antelope Court, a distance of: 0.32 miles.
Recordation Reference: N/A
Right of Way width (feet) = 50ft

**Street Name and/or Route Number**

◆ **Impala Drive, State Route Number 1134**

Old Route Number: 0

- 
- From: Intersection of Rte 1135, Antelope Court  
To: cul-de-sac of Rte 1134, Impala Drive, a distance of: 0.13 miles.  
Recordation Reference: N/A  
Right of Way width (feet) = 50ft

**Street Name and/or Route Number**

◆ **Grey Fox Drive, State Route Number 1134**

Old Route Number: 0

- 
- From: Intersection of Rte 1136, Caribou Court  
To: Intersection of Rte 1137, Pheasant Run Court, a distance of: 0.15 miles.  
Recordation Reference: N/A  
Right of Way width (feet) = 50ft

**Street Name and/or Route Number**

◆ **Caribou Court, State Route Number 1136**

Old Route Number: 0

- 
- From: Intersection of Rte 1134, Grey Fox Drive  
To: cul-de-sac of Rte 1136, Caribou Court, a distance of: 0.08 miles.  
Recordation Reference: N/A  
Right of Way width (feet) = 50ft

**Street Name and/or Route Number**

◆ **Pheasant Run Court, State Route Number 1137**

Old Route Number: 0

- 
- From: Intersection of Rte 1134, Grey Fox Drive  
To: cul-de-sac of Rte 1137, Pheasant Run Court, a distance of: 0.12 miles.  
Recordation Reference: N/A  
Right of Way width (feet) = 50ft

**Street Name and/or Route Number**

◆ **Grey Fox Drive, State Route Number 1134**

Old Route Number: 0

- 
- From: Intersection of Rte 1133, Elk Stone Parkway  
To: Intersection of Rte 1136, Caribou Court, a distance of: 0.32 miles.  
Recordation Reference: N/A  
Right of Way width (feet) = 50ft

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Street Name and/or Route Number

◆ **Antelope Court, State Route Number 1135**

Old Route Number: 0

- 
- From: Intersection of Rte 1134, Impala Drive

To: cul-de-sac of Rte 1135, Antelope Court, a distance of: 0.07 miles.

Recordation Reference: N/A

Right of Way width (feet) = 50ft



Board of Supervisors  
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 26<sup>th</sup> day of November, 2019.

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Present:

Donald R. Hunter, Chairman  
Floyd M. Brown, Jr., Vice-Chairman  
Alan R. Carmichael  
Marlene J. Waymack  
T. J. Webb

Vote:

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A-4

On motion of \_\_\_\_\_, which carried unanimously, the following Resolution was adopted:

RESOLUTION; ACCEPTANCE OF BRICKHOUSE LANDING SECTION 1 INTO VIRGINIA DEPARTMENT OF TRANSPORTATION/ SECONDARY SYSTEM OF ROADS MAINTENANCE

WHEREAS, the Brickhouse Landing Section1 has been completed, and

WHEREAS, the streets of Brickhouse Landing Section 1 meet the public service criteria of the Subdivision Street Requirements; and

WHEREAS, the development sketch and VDOT Form AM 4.3, attached and incorporated herein as part of this resolution, define additions required in the Secondary System of State Highways as a result of construction; and

WHEREAS, certain segments identified on the incorporated Form AM 4.3 are ready to be accepted into the Secondary System of State Highways.

NOW THEREFORE, BE IT RESOLVED, this Board requests the Virginia Department of Transportation to add the segments identified on the incorporated Form AM 4.3 to the Secondary System of State Highways, pursuant to §33.2-705 of the *Code of Virginia*, for which segments this Board hereby guarantees the right of way to be clear and unrestricted, including any necessary easements for cuts, fills, and drainage, and

BE IT FINALLY RESOLVED, a certified copy of this resolution be forwarded to the Virginia Department of Transportation.

A Copy Teste:

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Percy C. Ashcraft  
County Administrator