STORMWATER DETENTION FACILITIES AGREEMENT AND DEED OF EASEMENT

THIS STORMWATER DETENTION FACILITIES AGREEMENT and DEED OF EASEMENT, made and entered into this 5th day of February, 2002, by and between THE NATIONAL CENTER FOR STATE COURTS, a District of Columbia corporation (hereinafter called the "COVENANTOR"), and THE CITY OF WILLIAMSBURG, VIRGINIA, a municipal corporation (hereinafter called the "CITY").

RECITALS

A. COVENANTOR is the lessee under an Agreement of Lease dated February 9, 1974 between The College of William and Mary in Virginia ("College"), on behalf of the Commonwealth of Virginia, as lessor, and Covenantor (the "Lease") of certain real property (hereinafter called the "Property"), located within the City and more particularly described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference. The original term of the Lease expires September 1, 2024. Covenantator has the option to renew the Lease for an additional term of 25 years. Upon the expiration or termination of the Lease, title to the Property will be vested in The College of William and Mary in Virginia, on behalf of the Commonwealth of Virginia and this Agreement and all rights and duties of the parties hereunder shall automatically terminate unless extended by agreement of City and the College.

B. COVENANTOR desires to construct certain improvements on the Property which will alter existing storm and surface water conditions on both the Property and adjacent lands. In
order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, COVENANTOR has agreed to build and maintain at COVENANTOR'S expense a storm and surface water management facilities on the Property, more particularly described and shown on plan entitled "National Center For State Courts Parking Lot Addition", made by Versar Global Solutions, Inc., and dated August 31, 2001; last revised October 26, 2001 (EXHIBIT B attached).

C. Applicable City ordinances and regulations require that in order to protect the health, safety and welfare of the residents of the City, the Covenantor shall construct and maintain certain stormwater management facilities (hereinafter called the "FACILITIES") that meet certain minimum City standards.

D. The parties hereto agree that COVENANTOR, its successors and assigns will be responsible during the term and any renewal terms of the Lease for the maintenance of the FACILITIES herein described.

E. The parties have reached an agreement on the construction and maintenance responsibilities of the parties for the FACILITIES and desire that their agreement be reduced to writing.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree to the following terms and conditions:

1. COVENANTOR hereby agrees to construct the FACILITIES shown on the Plan, which construction shall be in accordance with all applicable City, State and Federal laws, ordinances, regulations and guidelines.

2. COVENANTOR agrees to at all times during the term and any renewal terms of the Lease maintain the FACILITIES in good working order and to make such modifications and changes as may be required by CITY from time to time to preserve the design functions of the
FACILITIES, which maintenance and modifications shall be in accordance with all applicable City, State and Federal laws, ordinances, regulations and guidelines.

3. COVENANTOR agrees to landscape the area surrounding the FACILITIES as shown on the Plan, to maintain during the term and any renewal terms of the Lease such landscaped area and to keep all trees and shrubbery trimmed and free of litter and trash.

4. COVENANTOR agrees during the term and any renewal terms of the Lease to have the FACILITIES inspected at least every six (6) months by its employees or agents, in order to determine if any repairs, maintenance or cleaning is required to maintain the FACILITIES in good working order. COVENANTOR agrees to maintain inspection and maintenance records showing the date and results of each inspection/repair and to make such records available to CITY upon request.

5. [intentionally deleted]

6. COVENANTOR hereby gives, grants and conveys on behalf of itself and its successors and assigns, unto CITY, an easement appurtenant to Covenantor’s leasehold interest in the Property and running as a benefit and a burden with Covenantor’s leasehold interest in the Property in order that CITY’s agents, employees and contractors may enter upon the roads, driveways, parking areas and other portions of the Property that are not improved with buildings in order to inspect and, if necessary, to repair, replace or maintain the FACILITIES and associated lands. Except in an emergency, CITY shall notify COVENANTOR prior to entering the Property.

7. If after reasonable notice by CITY, COVENANTOR fails or refuses to maintain the FACILITIES and/or associated landscaping in good working order and in accordance with the approved design standards and with applicable, City, State or Federal laws, ordinances, regulations and guidelines, CITY shall have the right to enter upon the Property and perform all necessary
repair or maintenance work in order to bring the FACILITIES into compliance with this Agreement. This provision, however, shall not be construed to allow CITY to erect any structure of a permanent nature on the Property other than for the sole purpose of stormwater detention, as specified under this Agreement.

8. If CITY performs work of any nature pursuant to paragraph 7 of this Agreement, or incurs any expenses in order to cause COVENANTOR to perform COVENANTOR'S obligations hereunder, COVENANTOR agrees to reimburse CITY, upon demand, within thirty (30) days of receipt thereof, for all costs incurred by CITY hereunder, including, but not limited to, reasonable attorney's fees and costs expended in enforcing the Agreement. If COVENANTOR fails to reimburse CITY in full within such thirty (30) day period, then CITY may assess COVENANTOR and the Property for all monies remaining due CITY hereunder, including interest on the unpaid balance at the rate of ten percent (10%) per annum and costs and attorney's fees expended in collection.

Notwithstanding any other provisions of this Agreement and Deed of Easement to the contrary, it is expressly understood and agreed that CITY is under no obligation to maintain, repair, replace or improve the FACILITIES or associated landscaping, and in no event shall this Agreement be construed to impose any such obligation on CITY.

9. COVENANTOR shall indemnify, defend and hold harmless CITY from any and all claims to persons or property arising from the installation, construction, maintenance, repair, operation or use of the FACILITIES.

10. COVENANTOR shall promptly notify CITY when COVENANTOR transfers any of COVENANTOR'S responsibilities under this Agreement. COVENANTOR shall forthwith furnish
to CITY a fully signed copy of any document effecting transfer of the responsibility to perform any obligations under this Agreement.

11. This Agreement and Deed of Easement shall constitute a covenant running with Covenantor’s leasehold interest in the Property and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns and other successors-in-interest. This instrument shall be recorded at COVENANTOR’S expense among the land records of the Circuit Court of the City of Williamsburg and County of James City.

12. At least one year prior to the expiration of the original Lease term if COVENANTOR elects not to exercise its renewal option, or if such option is exercised, then before expiration of the renewal term, COVENANTOR shall cooperate with the City in seeking the College’s consent to this Agreement and the easement granted hereby so that the same shall apply in perpetuity to the subject property for so long as the improvements served by the Facilities remain in place.

In accordance with Section 15.2-1803 of the Code of Virginia (1950), as amended, the City of Williamsburg hereby accepts the easement here granted and concurs in the terms thereof.

WITNESS the following signatures and seals:

THE NATIONAL CENTER FOR STATE COURTS

BY:

CITY OF WILLIAMSBURG

BY: Daniel J. Clayton

Office: City Manager

Director Public Works
STATE OF VIRGINIA

CITY OF WILLIAMSBURG, to-wit:

The foregoing instrument was acknowledged before me this 11th day of MARCH, 2002 by Roger K. Warren.

Carolyn P. White
Notary Public

My commission expires: October 31, 2005

STATE OF VIRGINIA

CITY OF WILLIAMSBURG, to-wit:

The foregoing instrument was acknowledged before me this 2nd day of MARCH, 2002 by Jackson C. Tuttle, II, City Manager of the City of Williamsburg, Virginia.

Notary Public

My commission expires: August 31, 2004

Accepted as to form:

City Attorney
EXHIBIT A

SCHEDULE A

to

Agreement of Lease dated February 9, 1974

Between THE COLLEGE OF WILLIAM AND MARY IN VIRGINIA (Lessor)

and

NATIONAL CENTER FOR STATE COURTS (Lessee)

***************************

I. Until such time as Lessor exercises the option in

II below, the premises shall consist of the following unimproved
real estate:

Those certain contiguous lots, pieces or parcels of
land in the City of Williamsburg, Virginia, at
the southeast corner of Newport Avenue and South
Henry Street containing ten (10) acres and set out
and shown as Parcel A (of 7.67 acres) and Parcel
B (of 2.93 acres) on a plat hereto attached and
made a part hereof, which plat is entitled "Plat
of Two (2) Parcels, Property of College of William
and Mary, to be leased to National Center for
State Courts" dated February, 1974, and made by
Stephen Stephens. Said parcels are, in aggregate,
bounded on the north by Newport Avenue, on the
east by property of the Colonial National Histor-
cal Park; on the south by other property of the
Lessor; and on the west by South Henry Street.

II. Lessor reserves the right and option to terminate
this lease with respect to Parcel B (of 2.93 acres) in the manner
and upon the conditions hereinafter set forth:

A.) At any time during the original or any renewal
term of this lease, should Lessor elect to construct a building
or buildings to house the Marshall-Wythe School of Law on Parcel
B and Lessor's adjoining property, Lessor may, by six (6) months
written notice to Lessee, terminate this lease as to Parcel B.

B.) If Lessor, having given such notice of term-
ination, fails to let a contract for the construction of such
facilities within one (1) year of the giving of such notice, such
termination shall, without further notice, become ineffective and
beginning at the end of such one (1) year period said Parcel B
shall again become a part of the leased premises, but Lessor may
subsequently at any time during the original or any renewal term again give such notice of termination upon its decision then to construct such School of Law.
COLLEGE OF WILLIAM AND MARY

NOTES:
- Iron pipes at all corners.
- Bearings are clockwise.
- Property lines are approximate on east side.

AREAS:
- Parcel "A" = 7.870 Acres
- Parcel "B" = 2.970 Acres
- Total = 10.600 Acres

CURVE DATA:
- "A" - R=1263.24, L=32.16, I=105.55'000", T=215.26, D=45.20, CB=81.09'090000".
- "B" - R=716.20, L=205.00, I=101.01'025", T=102.50, D=80.49, CB=03'31'35".
- "C" - R=716.20, L=175.34, I=001.24'10", T=87.68, D=275.34, CB=02'00'05".

PLAN OF 1 ING (2) PARCELS

Property of:
COLLEGE OF WILLIAM AND MARY

To be leased to:
NATIONAL CENTER FOR STATE COURTS

Scale: 1"=200'

CITY OF WILLIAMSBURG, VIRGINIA

February, 1974

STATUS
Exhibit B
Agreement Between:
National Center for State Courts
&
City of Williamsburg
Dated

Page 3 of 3

WARNING TAPE AT 6"-12" FOR PVC PIPE

COMPACTED BACKFILL

FOR DEEP EXCAVATIONS, TRENCH MAY BE WIDENED ABOVE THIS POINT PER OSHA STANDARDS

NOT LESS THAN 6" NOR MORE THAN 12" (TYPICAL)

SELECTED COMPACTED BACKFILL

PLACE STONE TO PIPE SPRINGLINE IF INDICATED ON PLANS

COMPACTED VDOT #26 OR #57 AGGREGATE BEDDING

STORM SEWER TRENCH BED

SCALE: NTS

1/4 PIPE OD

4" TO 6" MIN

THIS DETAIL APPLICABLE FOR DEPTHS LESS THAN 14 FEET.
RETURN TO:
VERNON M. GEDDY, III, ESQUIRE
GEDDY, HARRIS, FRANCK & HICKMAN
516 SOUTH HENRY STREET
WILLIAMSBURG, VA 23185

[Signature]

[Stamp]

STORMWATER DETENTION FACILITIES AGREEMENT AND DEED OF EASEMENT

THIS STORMWATER DETENTION FACILITIES AGREEMENT and DEED OF EASEMENT, made and entered into this 12th day of February, 1993, by and between THE WILLIAMSBURG COMMUNITY HOSPITAL, INCORPORATED, 1238 Mount Vernon Avenue, Williamsburg, Virginia 23185 (hereinafter called the "Landowner"), and THE CITY OF WILLIAMSBURG, Virginia, a municipal corporation (hereinafter called the "City").

RECITALS

A. The Landowner is the owner of certain real property (hereinafter called the "Property"), located within the City and more particularly described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference.

B. The Landowner has sought City approval to build on and develop the Property for purposes of the expansion of the existing hospital facilities on the Property.

C. The Site Plan (hereinafter called the "Plan") submitted by the Landowner for approval by the City provides for the detention of stormwater within the confines of the Property, the control of the rate of stormwater flows from the Property, and the protection of water downstream from the Property.

D. Article VIII, Chesapeake Bay Preservation, of the City Zoning Ordinance provides that in order to protect the health, safety and welfare of the residents of the City, the present and
future owners of the Property shall construct stormwater management facilities (hereinafter called the "Facilities") that meet certain minimum City standards.

E. The parties hereto agree that the Landowner, its successors and assigns will be responsible perpetually for the maintenance of the Facilities herein described.

F. The parties have reached an agreement on the construction and maintenance responsibilities of the parties for the Facilities and desire that their agreement be reduced to writing.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree to the following terms and conditions:

1. The Landowner hereby agrees to construct the Facilities shown on the Plan in accordance with all applicable City, state, and federal laws, ordinances, regulations and guidelines.

2. The Landowner agrees to maintain the Facilities in good working order to preserve their design function and in accordance with all applicable City, state and federal laws, ordinances, regulations and guidelines.

3. The Landowner agrees to landscape the area surrounding the Facilities as shown on the Plan, to maintain such landscaped area, and to keep all trees and shrubbery trimmed and free of litter and trash.

4. The Landowner agrees to have the Facilities inspected at least every six (6) months by its employees or agents, in order
to determine if any repairs, maintenance or cleaning is required to maintain the Facilities in good working order. The Landowner agrees to maintain inspection and maintenance records showing the date and results of each inspection/repair and to make such records available to the City upon request.

5. The Landowner hereby gives, grants and conveys on behalf of its, and its successors and assigns, unto the City and its authorized agents and employees a perpetual easement appurtenant to the Property and running as a benefit and a burden with the Property, to enter upon the roads, driveways, parking areas and other portions of the Property that are not improved with buildings to inspect, and, if necessary, to repair, replace, or maintain the Facilities erected by the Landowner. Except in an emergency, the City shall notify the Landowner prior to entering the Property.

6. In the event the Landowner fails or refuses to maintain the Facilities in good working order and in accordance with applicable City, state, or federal laws, ordinances, regulations, or guidelines, the City shall have the right, upon reasonable notice to the Landowner, to enter upon the Property and take whatever steps it deems necessary to bring the Facilities into compliance with said laws or regulations. This provision, however, shall not be construed to allow the City to erect any structure of a permanent nature on the Property other than for sole purpose of stormwater detention, as specified under this Agreement.
7. If the City performs work of any nature pursuant to this Agreement, expends any funds in performance of work for labor, equipment, usage, supplies, materials, or related expenses to repair, replace or maintain the Facilities or takes any other action to bring the Facilities or the appurtenant landscaping into compliance with applicable City, state or federal laws, ordinances, regulations, or guidelines, the Landowner agrees to reimburse the City, upon demand, within thirty (30) days of receipt thereof, for all reasonable costs incurred by the City hereunder, including, but not limited to, reasonable attorney's fees and costs expended in enforcing the Agreement.

Notwithstanding any other provisions of this Agreement and Deed of Easement to the contrary, it is expressly understood and agreed that the City is under no obligation to maintain, repair, replace, or improve the Facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

8. The Landowner shall indemnify, defend, and hold harmless the City from all claims, demands and causes of action asserted against the City by any person for personal injury or death or for the loss of or damage to property resulting from the acts or omissions of the Landowner pursuant to this Agreement and Deed of Easement.

9. This Agreement and Deed of Easement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors,
assigns, and other successors-in-interest. This instrument shall be recorded, at the Landowner's expense, among the land records of the Circuit Court of the City of Williamsburg and County of James City.

WITNESS the following signatures and seals:

THE WILLIAMSBURG COMMUNITY HOSPITAL, INCORPORATED
By: __________________________ (SEAL)

CITY OF WILLIAMSBURG
By: __________________________ (SEAL)

City Manager

ATTEST:

______________________________

STATE OF VIRGINIA AT LARGE
CITY OF WILLIAMSBURG, to-wit:

The foregoing instrument was acknowledged before me this 12th day of February, 1993, by Ken Axtell of Williamsburg Community Hospital, Incorporated

______________________________
NOTARY PUBLIC

My commission expires:

8/31/96
STATE OF VIRGINIA AT LARGE

CITY OF WILLIAMSBURG, to-wit:

The foregoing instrument was acknowledged before me this 20th day of February, 1993, by J.C. Turtle, III, of City of Williamsburg.

Phonda S. Masi
NOTARY PUBLIC

My commission expires: 9/28/94
EXHIBIT A

DESCRIPTION OF PRIMARY LAND

PARCEL I

That certain lot, piece or parcel of land lying and being in the City of Williamsburg, Virginia, situate at the intersection of the eastern line of Mount Vernon Avenue with the southern line of Monticello Avenue and containing 0.838 acres and being more particularly described as follows;

COMMENCING at an iron pipe at the intersection of Monticello Avenue and Mount Vernon Avenue which pipe is on the easternly side of Monticello Avenue; thence north 58° 6' 30" east 180 feet to an iron pipe; thence south 31° 53' 30" east 167.65 feet to an iron pipe; thence south 49° 37' 30" west 199.54 feet to an iron pipe on the eastern line of Mount Vernon Avenue; thence along the eastern line of Mount Vernon Avenue along a curve with a radius of 472.50 feet, 49.46 feet to an iron pipe; thence north 31° 53' 30" west along the eastern line of Mount Vernon Avenue 127.45 feet to an iron pipe marking a point of curve with a radius of 20 feet; thence along said curve 31.42 feet to an iron pipe marking the point and place of beginning; all as shown on a certain plat dated July 15, 1969, made by Vincent D. McManus, Registered Virginia Land Surveyor, entitled "Plat Showing Boundary Survey of a Parcel of Land in the City of Williamsburg, Virginia, to be Leased by Williamsburg Development, Inc., to Williamsburg Enterprises, Incorporated, Being Part of the Land Acquired from Williamsburg Restoration, Incorporated, by Deed of May 1, 1961, Recorded in Williamsburg Deed Book 32, at page 295 in the Clerk's Office of the Circuit Court of Williamsburg and James City County."

Said plat is recorded in Williamsburg Deed Book 46 at page 377.

Less and except a parcel containing 3,000 square feet conveyed as Parcel 2 by The Williamsburg Community Hospital, Incorporated to the City of Williamsburg by deed dated October 1, 1992, recorded in Williamsburg Deed Book 100, at page 715.

Being a part of the same property as that conveyed to The Williamsburg Community Hospital by Deed dated March 30, 1983 from Virginia Real Estate Investors, recorded in Williamsburg Deed Book 63, at page 581.

PARCEL II

That certain piece or parcel of land, with the buildings and improvements thereon situate in the City of Williamsburg, Virginia at the intersection of the southerly line of Monticello Avenue and the westerly line of Mt. Vernon Avenue containing 21.0304 acres as set out on a plat entitled "Plat Showing
Perimeter Survey of the Property of Williamsburg Community Hospital, Incorporated located on Mount Vernon Drive, Williamsburg, Virginia", dated April 5, 1989 and made by Richmond Engineers, Inc.

Together with a parcel of land containing 0.8127 acres conveyed to The Williamsburg Community Hospital, Incorporated by the City of Williamsburg by deed dated October 1, 1992, recorded in Williamsburg Deed Book 100, at page 712.

Less and except two strips of land described as Parcel 1 and Parcel 3 in a deed dated October 1, 1992 from The Williamsburg Community Hospital, Incorporated to the City of Williamsburg for the widening of Monticello Avenue and recorded in Williamsburg Deed Book 100, at page 715.

Being a part of the same property conveyed to The Williamsburg Community Hospital, Incorporated by deed from Williamsburg Restoration, Inc., recorded in Williamsburg Deed Book 30, page 395.