

Site Plan Number:

DECLARATION OF COVENANTS
For Storm and Surface Water Facility
And System Maintenance

THIS DECLARATION OF COVENANTS made this _____ day of _____, 20_____, by _____, hereinafter referred to as the "covenantor" to and for the benefit of the City of Norfolk, Virginia and its successors and assigns, hereinafter referred to as the "City."

W I T N E S S E T H:

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City of Norfolk as set forth in the City's ordinances; and

WHEREAS, the Convenantor is the owner of a certain tract or parcel of land more particularly described as: _____, legally described in **Exhibit A**, and included in the subdivision plat described in **Exhibit B** attached hereto and made a part hereof; and

WHEREAS, the Convenantor and/or its assigns desire to construct certain improvements on its property which will alter extant storm and surface water conditions on both the property and adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Convenantor and/or its assigns desire to build and maintain at its expense, a storm and surface water management facility and system more particularly described and shown on plans titled _____, and dated _____ day of _____, 20_____; and

WHEREAS, the City has reviewed and approved these plans subject to the execution of this agreement.

NOW, THEREFORE, in consideration of the benefits received by the Covenantor and/or its assigns as a result of the City's approval of his plans, Covenantor and/or its assigns, with full authority to execute deeds, deeds of trust, other covenants, and all rights, title and interest in the property described above does hereby covenant with the City as follows:

1. Covenantor and/or its assigns shall construct and perpetually maintain, at its sole expense, the above referenced storm and surface management facility and system in strict accordance with the plan approval granted by the City, so that it continues to operate as designed and approved.
2. Covenantor and/or its assigns shall, at its sole expense, make such changes or modifications to the storm drainage facility and system as may, in the City's discretion, be determined accordance with the specifications included in the plans which have which have been reviewed and approved by the City.

3. The City, its agents; employees and contractors shall have the perpetual right of the ingress and egress over the property of the Covenantor and/or its assigns and the right to inspect at reasonable times and in reasonable manner, the storm and surface water facility and system in order to insure that the system is being properly maintained and is continuing to perform in an adequate manner.
4. The Covenantor and/or its assigns agree that should it fail to correct any defects in the above-described facility and system within ten (10) days from the receipt of written notice, or shall fail to maintain the facility in accordance with the approved design standards and with the law and applicable regulations or, in the event of an emergency as determined by the City in its sole discretion, the City is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction the City deems necessary. The City shall then assess the Covenantor and/or its assigns and/or all landowners served by the facility and such assessment may be placed on the property tax bills of said properties and collected as ordinary taxes by the City.
5. Covenantor and/or its assigns shall indemnify, save harmless and defend the City from and against any and all claims, demands, suits, liabilities, losses, damages and payments including attorney fees claimed or made by persons not parties to the Declaration against the City that are alleged or proven to result or arise from the failure of the Covenantor and/or its assigns to comply with the appropriate construction, operation, or maintenance of the storm and surface water facility and system that is the subject of this Covenant.
6. The covenants contained herein shall run with the land and the Covenantor and/or its assigns further agree that whenever the property shall be held, sold and conveyed, it shall be subject to the covenants, stipulations, agreements and provisions of this Declaration, which shall apply to, bind and be obligatory upon the Covenantor hereto, its heirs, successors and assigns and shall bind all present and subsequent owners of the property served by the facility.
7. The Covenantor and/or its assigns shall promptly notify the City when the Covenantor and/or its assigns legally transfer any of the Covenantor's and/or its assigns responsibilities for the facility. The Covenantor and/or its assigns shall supply the Department of Public Works, Division of Environmental Storm Water Management, 2233 McKann Avenue, Norfolk, VA 23509, with a copy of this document of transfer, executed by both parties and a copy this document acknowledged by both parties. Upon the City's receipt of the document to transfer, the conveying owner of the property (whether the Covenantor or its assigns) shall be released from all liability arising under this Declaration of Covenants subsequent to the date of conveyance, but such conveying owner shall remain liable for any and all obligations that accrue prior to such date.
8. The provisions of the Declaration shall be severable and, if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Covenantor and/or its assigns is held invalid, the remainder of the Covenant shall not be affected thereby.

9. The Declaration shall be recorded at the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia at the Covenantor's or its assign's expense.
10. In the event that the City shall determine at its sole discretion at any future time that the facility is no longer required, then the City shall at the request of the Covenantor and/or its assigns execute a release of this Declaration of Covenants which the Covenantor and/or its assigns shall record at its expense.

IN WITNESS WHEREOF, the Covenantor has executed this Declaration of Covenants of the day of , 20 . The Covenantor represents and warrants as of the date of this Agreement that:

1. The Covenantor has the right, title, and authority to enter into this Agreement and to perform its obligations hereunder; and
2. The person signing this Agreement has the full and complete authority to do so.

By: _____
(Signature)

Print Name: _____

Title: _____

Mailing Address: _____

STATE OF VIRGINIA
CITY OF NORFOLK, to wit:

The foregoing instrument was acknowledged before me this day of
 , 20 .

REGISTRATION NUMBER

NOTARY PUBLIC

My Commission Expires: _____

TRANSFER OWNERSHIP OF
DECLARATION OF COVENANTS

To: SUBSEQUENT PURCHASERS OF THE ABOVE-MENTIONED PROPERTY
SEEN AND AGREED:

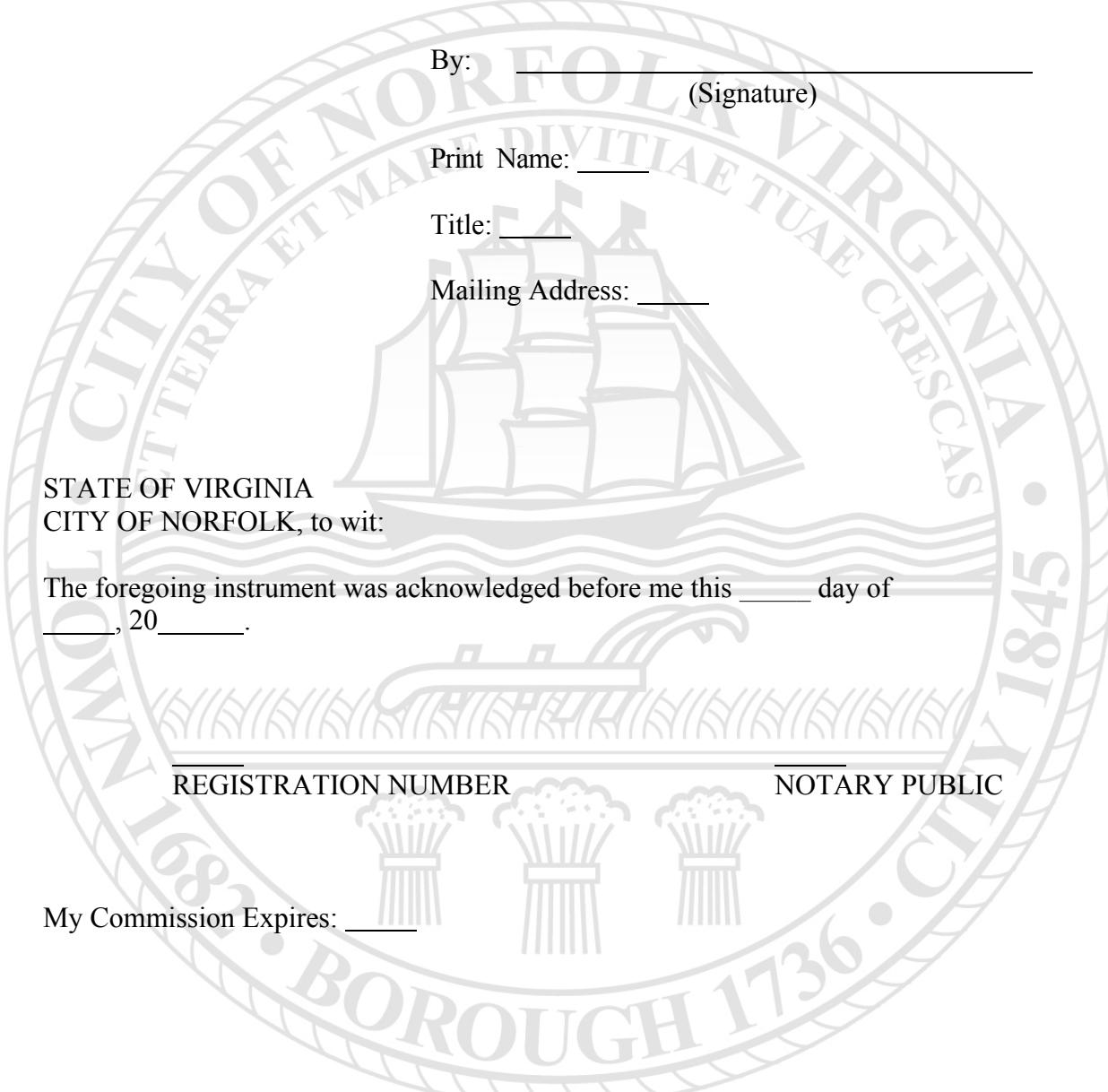
By: _____
(Signature)

Print Name: _____

Title: _____

Mailing Address: _____

STATE OF VIRGINIA
CITY OF NORFOLK, to wit:

The foregoing instrument was acknowledged before me this _____ day of
_____, 20 _____.


REGISTRATION NUMBER

NOTARY PUBLIC

My Commission Expires: _____

Site Plan Number:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY
SET FORTH IN THE DECLARATION OF COVENANTS



Site Plan Number:

EXHIBIT B

SUBDIVISION PLAT OF THE PROPERTY
SET FORTH IN THE DECLARATION OF COVENANTS

