



**City of Suffolk
Department of Public Works**

STORMWATER MAINTENANCE DIRECTIONS

The following guidance is being provided to help assist in creating a stand-alone Stormwater Management Practices maintenance document that is site specific to the project development.

The submission should include two bound copies of the Stormwater Management Practices (SWMP) maintenance document, which outlines maintenance frequency requirements and tasks associated with being able to insure design longevity to the facility. The SWMP maintenance document should be a stand-alone document that transfers to the Home Owners Association or Owner of the property for their understanding of the facility, design life, maintenance costs, maintenance schedule requirements, pertinent maintenance notes, as well as a table in the appendices for use as the inspector's checklist. Each maintenance item should clearly address maintenance costs and frequencies for maintaining the SWMP facility to compliance standards for the municipality, state and federal agencies.

Should the project site be part of a regional SWMP facility the document should include the approved original SWMP document along with the inclusion of any on-site maintenance required such as street sweeping, storm drain pipe cleaning, etc. and indicate cost participation of required on maintenance or regional facility.

*Best Management Practices (BMP)
Maintenance Documents
for
Linkside Cove at the Riverfront
Suffolk, Virginia*

February 13, 2004

KHA Project No. 016050016

Prepared for:
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Table of Contents

1. Description of Facilities
 - a. Wet Pond
 - b. BaySaver Unit
 - c. Outlet Protection
 - d. Grassed Swale
2. Inspection Criteria
3. Maintenance Items
4. Probable Cost
5. Appendices
 - a. Wet Pond Inspection Checklist
 - b. Baysaver Inspection Checklist
 - c. Outlet Protection Inspection Checklist
 - d. Grassed Swale Inspection Checklist
 - e. BaySaver Separation System Technical and Design Manual

Description of Facilities

Wet Pond

Wet Ponds contain a permanent pool of water much like a lake. The wet pond is designed to hold a permanent pool, above which stormwater runoff is temporarily stored and released at a controlled rate. The impounded water is discharged through an outlet that provides for prolonged release. Wet ponds can also serve as an aesthetic or recreational amenity as well as a habitat for some wildlife. The life expectancy of a well-maintained wet pond is 20-50 years.

Baysaver Unit

The Baysaver unit is a physical separation system that meets regulations for non-point source pollution control. The system operates using gravity flow and density differences to remove oils, suspended sediments, and floatables (trash and other floating debris) from stormwater runoff. The Baysaver provides many of the operations that the wet pond provides without using the valuable acreage necessary for the wet pond. The life expectancy of a well-maintained Baysaver Unit is indefinite. For more information about the Baysaver, see appendix E.

Outlet Protection

Outlet protection is structurally lined aprons or other acceptable energy dissipating devices placed at the outlets of pipes or paved channel sections. The purpose of outlet protection is to prevent scour at stormwater outlets, to protect the outlet structure and to minimize the potential for downstream erosion by reducing the velocity and energy of concentrated stormwater flows. The life expectancy of well-maintained outlet protection is 20-50 years.

Grassed Swale

Grassed swales are common devices for directing stormwater runoff, though not always designed to treat stormwater. Typically, grassed swales are concave, earthen conveyance systems designed to simply transfer runoff. As a water quality device, a grassed swale is constructed to allow stormwater to soak into the soil, and particles are trapped by the groundcover, usually turf grass. The life expectancy of a well-maintained grassed swale is indefinite.

Inspection Criteria

The following schedule sets forth the minimum frequency of inspections for the BMP:

Wet Pond:	Annually
Baysaver Unit:	Annually
Outlet Protection:	Annually
Grassed Swales:	Annually

For inspection checklists for the BMP devices, see appendices A-D.

SAMPLE

Maintenance Items

Wet Pond

- **Twice annually, minimum:**
 - Mow grass to a minimum height of 4", preferred height of 6-8"
- **Annually or as needed:**
 - Cleaning and removal of debris after major storm events
 - Harvest excess vegetation
 - Repair embankment and side slopes
 - Repair of outlet structure
- **5 to 10-year cycle:**
 - Removal of accumulated sediment from pond when 10% of the capacity has been lost due to sediment accumulation

Baysaver Unit

- **Annually, or as needed:**
 - Removal of accumulated trash and sediment from unit

Outlet Protection

- **Annually, or as needed:**
 - Replace any dislodged or washed out rip-rap
 - Regrade and stabilize any eroded soils with rip-rap or permanent seeding
 - Remove vegetation

Grassed Swale

- **Annually, or as needed:**
 - Mowing and litter and debris removal
 - Stabilization of eroded side slopes and bottom
 - Nutrient and pesticide use management
 - De-thatching swale bottom and removal of thatching
 - Disking or aeration of swale bottom
- **5-year cycle**
 - Scraping swale bottom, and removal of sediment to restore original cross section and infiltration rate
 - Seeding and sodding to restore ground cover (use proper erosion and sediment control)

Probable Cost

Wet Pond

- Maintenance of grassed side slopes of the wet pond should be included in landscaping services fees.
- Sediment removal costs potentially between \$4,000 and \$15,000 every 5 to 10 years.

Baysaver Unit

- Removal of water and sediment from unit, cleaning unit and disposal of sediment approximate cost \$2,000 per year.

Outlet Protection

- Maintenance of outlet protection and vegetation removal should be included in the landscaping services fees.

Grassed Swale

- Maintenance of grassed swale, including mowing and unwanted vegetation removal should be included in the landscaping services fees.

SAMPLE

Appendix A
Wet Pond Inspection Checklist

Operation and Maintenance Checklist

Page 1 of 3

	YES/NO	REPAIR	INVESTIGATE	Inspector Name: _____
				Inspection Date: _____
				Type of BMP: _____

Item				Comments
I. EMBANKMENT				
A. Crest				
1. Visual settlement				
2. Misalignment				
3. Cracking				
B. Upstream slope				
1. Erosion				
2. Adequate groundcover				
3. Trees, shrubs or other				
4. Cracks, settlements or bulges				
5. Rodent holes				
C. Downstream slope				
1. Erosion				
2. Adequate groundcover				
3. Trees, shrubs or other				
4. Cracks, settlements or bulges				
5. Rodent holes				
D. Abutments				
1. Erosion				
2. Seepage				
3. Cracks				

Operation and Maintenance Checklist

Page 2 of 3

	YES/NO	REPAIR	INVESTIGATE	InspectorName: _____ Inspection Date: _____ Type of BMP: _____
E. Drainage, seepage control				
1. Internal drains flowing				
2. Seepage at toe				
II. EMERGENCY SPILLWAY				
1. Eroding or backcutting				
2. Obstructed				
3. Leaking				
4. Operational				
IV. PRINCIPAL SPILLWAY BARREL				
1. Seepage into conduit				
2. Debris present				
3. Displaced or offset joints				
V. OUTLET PROTECTION/ STILLING BASIN				
1. Obstructed				
2. Adequate riprap				
3. Undercutting at outlet				
4. Outlet channel scour				
VI. BASIN & UPLAND BUFFER AREA				
A. Low flow channel				
1. Erosion				
2. Adequate vegetation				
3. Obstructed				

Operation and Maintenance Checklist

	YES/NO	REPAIR	INVESTIGATE	Inspector Name: _____ Inspection Date: _____ Type of BMP: _____
B. Basin bottom & side slopes				
1. Erosion				
2. Adequate stabilization				
3. Sediment accumulation				
4. Floating debris				
5. High water marks				
6. Shoreline protection				
C. Inflow channels/pipes				
1. Erosion				
2. Adequate stabilization				
3. Undercutting				
D. Sediment forebay				
1. Sediment accumulation				
2. Stable overflow into basin				
E. Upland landscaping				
F. Aquatic landscaping				

SAMPLE

Appendix B
BaySaver Inspection Checklist

INSPECTION CHECKLIST FOR THE BAYSAVER SEPARATOR UNIT

	YES/NO	REPAIR	Inspector Name: _____ Inspection Date: _____
Item			Comments
I. Manhole Structures			
A. Manhole Covers			
B. Manhole Tops			
C. Manhole Steps			
D. Manhole Sides			
E. Inlet Pipe			
F. Trash/Debris Accumulation			
II. BaySaver Separator Unit			
A. Wier			
B. Two (2) 10" PVC Pipes			
C. 36" Corrugated Pipe			

SAMPLE

SAMPLE

Appendix C
Outlet Protection Inspection Checklist

INSPECTION CHECKLIST FOR RIP-RAP OUTFALL

	YES/NO	REPAIR	Inspector Name: _____ Inspection Date: _____
Item			Comments
Grass			
Trash/debris/leaves			
Shrubs			
Trees			
Silt and/or sediment			
Bare spots			
Missing stone			
Erosion/scouring			

SAMPLE

SAMPLE

Appendix D
Grassed Swale Inspection Checklist

INSPECTION CHECKLIST FOR GRASS SWALES

	YES/NO	REPAIR	Inspector Name: _____ Inspection Date: _____
Item			Comments
Grass height			
Trash/debris/leaves			
Shrubs			
Trees			
Silt and/or sediment			
Bare spots			
Erosion/scouring			

SAMPLE

SAMPLE

Appendix E
BaySaver Separation System Technical
and Design Manual

BaySaver® Separation System
Technical and Design Manual

October, 2002

SAMPLE

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www.BaySaver.com

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Introduction

For years the BaySaver® team has been protecting lakes, streams, and waterways from environmental problems. One of BaySaver®'s most innovative products to control non-point source pollution is the BaySaver® Separation System¹. The system has been installed in commercial, industrial, and residential applications worldwide, and continues to be used in projects as varied as parking lots, gas stations, service stations, maintenance facilities, and highways. It is also used as pre-treatment for other types of stormwater technologies such as ponds, infiltration systems, etc.

The BaySaver® Separation System is a physical separation system that meets regulations for non-point source pollution control. The system operates using gravity flow and density differences to remove oils, suspended sediments, and floatables (trash and other floating debris) from stormwater runoff. Easy to specify, install, inspect, and maintain, the BaySaver® Separation System helps you avoid using the valuable acreage necessary for other types of best management practices (BMPs).

BaySaver® is the leading technology in stormwater pollution control. This manual is an introduction to the BaySaver® Separation System line of products and to the technical details that will help you meet your stormwater pollution control requirements both now and in the future.

The BaySaver® team thanks you for your interest in BaySaver® stormwater pollution control products and services. We are committed to providing you with stormwater treatment systems that make sense and with excellent customer service. If you have any questions about the information in this manual, please contact the BaySaver® team at 1-800-229-7283 (1-800-BaySaver) or by e-mail at TechQuestions@BaySaver.com.

¹ The BaySaver® Separation System is manufactured in Mount Airy, Maryland, by BaySaver, Inc., and is protected by one or more U.S. and international patents. Any infringement on these patents will be prosecuted to the fullest extent of the law. For detailed information on specifying, purchasing, or installing a BaySaver® Separation System, please contact BaySaver, Inc. or an authorized representative directly.

The BaySaver® Separation System

The BaySaver® Separation System is composed of two standard precast manholes and the BaySaver® Separator Unit. The two manholes allow the removal and storage of pollutants, while the separator unit directs the flow of water to provide the most efficient treatment possible. Figure 1 shows a cutaway view of the complete BaySaver® Separation System.

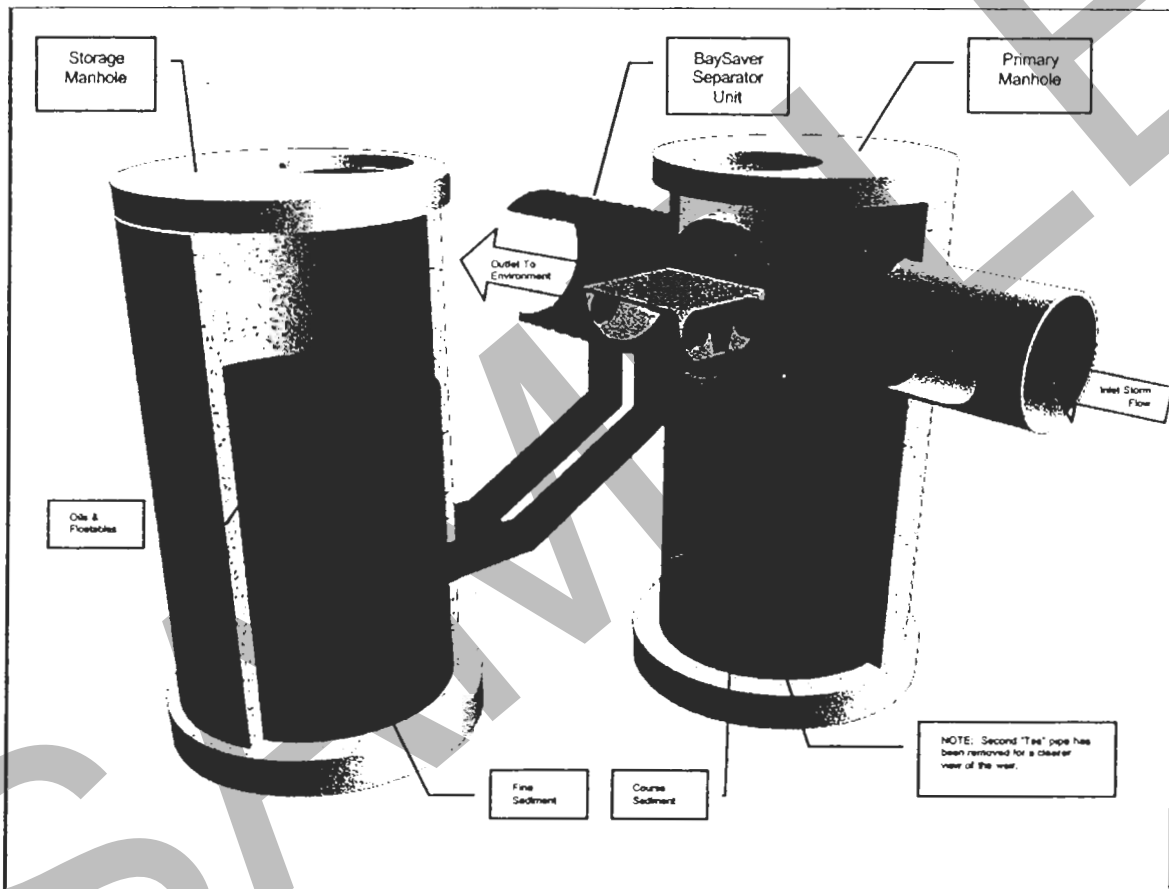


FIGURE 1: THE BAYSAVER® SEPARATION SYSTEM

Included with this manual is a disk containing AutoCAD details and other information to make it easy for you to specify the BaySaver® Separation System. This manual and the AutoCAD details are also available at the BaySaver® web site at www.BaySaver.com. If you need clarification of any of the information provided, please contact BaySaver® technical support at 1-800-229-7283 (1-800-BaySaver).

The primary manhole, shown in Figure 2, is a standard precast structure used to remove coarse sediments. **This manhole is generally installed in-line with the storm drain and can be used as a multiple inlet structure.** The precast manholes can be purchased from local concrete distributors to reduce freight costs, ensure the structures meet local regulations, and enable contractors to shop for the best price. Manhole sizing guidelines can be found in Table 3 on page 12.

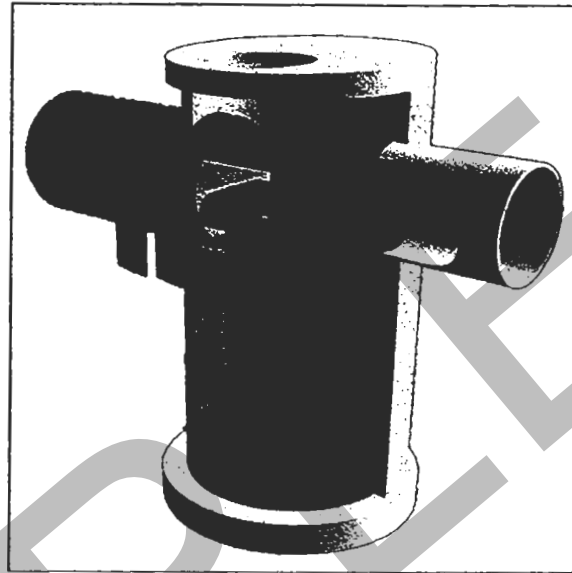


FIGURE 2: THE PRIMARY MANHOLE

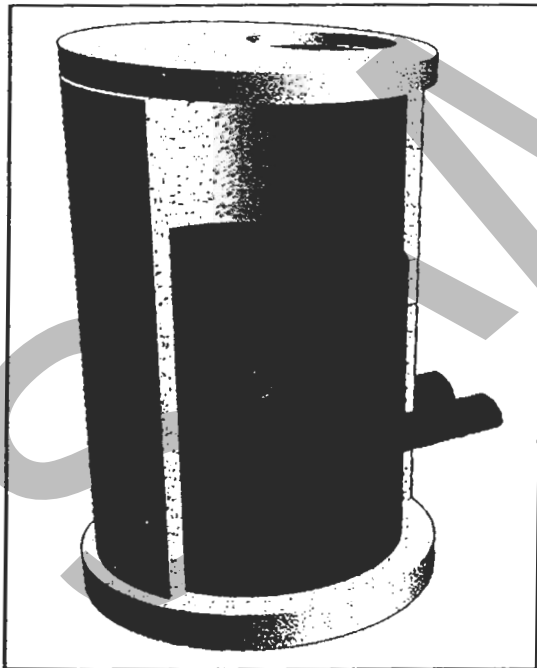


FIGURE 3: THE STORAGE MANHOLE

Shown in Figure 3, the storage manhole acts as a secondary treatment device for the collection of oils, fine sediments and floatables. It is a standard precast manhole that can also be purchased locally. The storage manhole is a key component that sets the BaySaver® Separation System apart from other less effective systems. **The BaySaver® Separation System stores the pollutants offline to prevent resuspension.** BaySaver® benefits are further discussed in the operation section beginning on page 5.

Figure 4 is a picture of the heart of the BaySaver® Separation System, the Separator Unit. The Bay-Saver® Separator Unit is the device that controls the influent flow through the two manholes. This device is manufactured at BaySaver®'s facilities and can be purchased directly from BaySaver, Inc., or through a local BaySaver® technical sales representative (contact BaySaver, Inc. for additional sales information).

The BaySaver® Separator Unit is fabricated entirely of high density polyethylene (HDPE) infused with UV-resistant carbon-black. HDPE is a non-brittle, chemically inert material known for its corrosion-resistant properties. It is commonly used in applications that expose it to harsh conditions (landfills and chemical plants, for example) and is used in storm drains throughout the world.

The separator unit itself is constructed using state-of-the-art technology and the best materials available to ensure the quality of your BaySaver® system. Extrusion welding ensures that the entire system is well designed to take the abuse associated with construction applications. The separator unit is light, easy to install, and delivered with the connecting pipes, couplers, and seals needed to install the unit to the manholes.

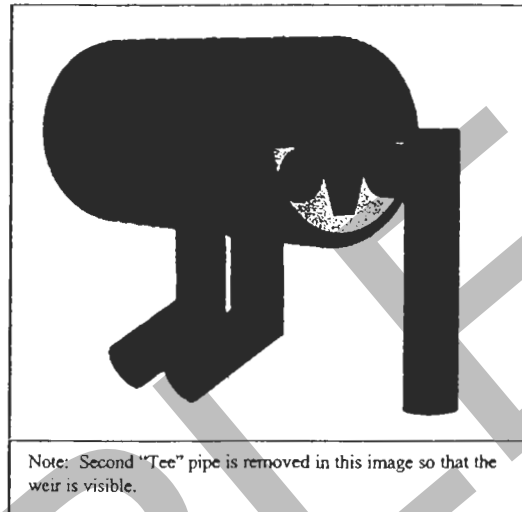


FIGURE 4: THE BAYSAVER SEPARATOR UNIT

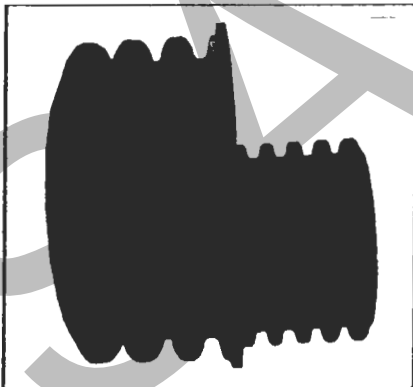


FIGURE 5: THE BAYSAVER REDUCER/ADAPTOR

The reducer/adaptor in Figure 5 is used to adapt the outlet of the BaySaver® Separator Unit to your pipe configuration. It also allows the BaySaver® Separator Unit to be attached to any type of outlet pipe (concrete, metal, HDPE, etc.).

The reducer/adaptor is custom manufactured from HDPE for each project. When you specify your outlet pipe diameter, the reducer/adaptor will be shipped with your unit along with the proper fittings for your pipe.

BaySaver® Separation System Operation

When rain begins to fall on an impervious surface, the runoff carries with it the oils, total suspended solids (TSS), and floatables that have built up since the last storm. In the past it was thought that the majority of these pollutants are mobilized during the first 20 to 30 minutes of precipitation. This phenomenon is referred to as the "first flush." Because of this theory, many BMPs have been designed around treating only the low flows associated with this first flush. New studies² indicate that when designing a treatment system to treat only the first flush, it is likely the amount of pollutants captured will not meet stormwater regulations. Even before these studies began, the BaySaver® Separation System was designed to treat throughout the storm.

During a storm event, rainfall intensity can vary significantly. Peaks in the rainfall intensity result in higher runoff flows at various frequencies during the storm. These higher intensity precipitation flows result in additional flushes of contaminants. The subsequent flushes need to be treated to prevent the discharge of pollutants. While competing systems are designed to treat only the first flush and bypass these flows, the **BaySaver® Separation System was designed, from its inception, to operate throughout the entire storm, and when properly sized will treat all flows of an average storm for any given geographic area.**

The BaySaver® Separation System is designed with three distinct flow paths to convey and treat stormwater runoff. During low flows, the most common level of operation, the path of influent water is through both manholes in series. During higher flows, all influent water is treated in the primary manhole, and a portion of the water, containing oils, sediments, and floatables, is diverted to the storage manhole for secondary treatment. During extreme flows, the influent is directed through the system to avoid resuspension of materials that have already been collected and to prevent flooding upstream in the system. This section describes the flow paths and removal mechanisms for each level of treatment.

² Studies by the University of Alabama; City of Portland, Oregon; City of Austin, Texas; University of Texas. For more information, please contact BaySaver, Inc.

Low Flows

During low flows, the BaySaver® Separation System treats all water twice. This flow situation occurs during small storms and during the beginning of more intense storms.

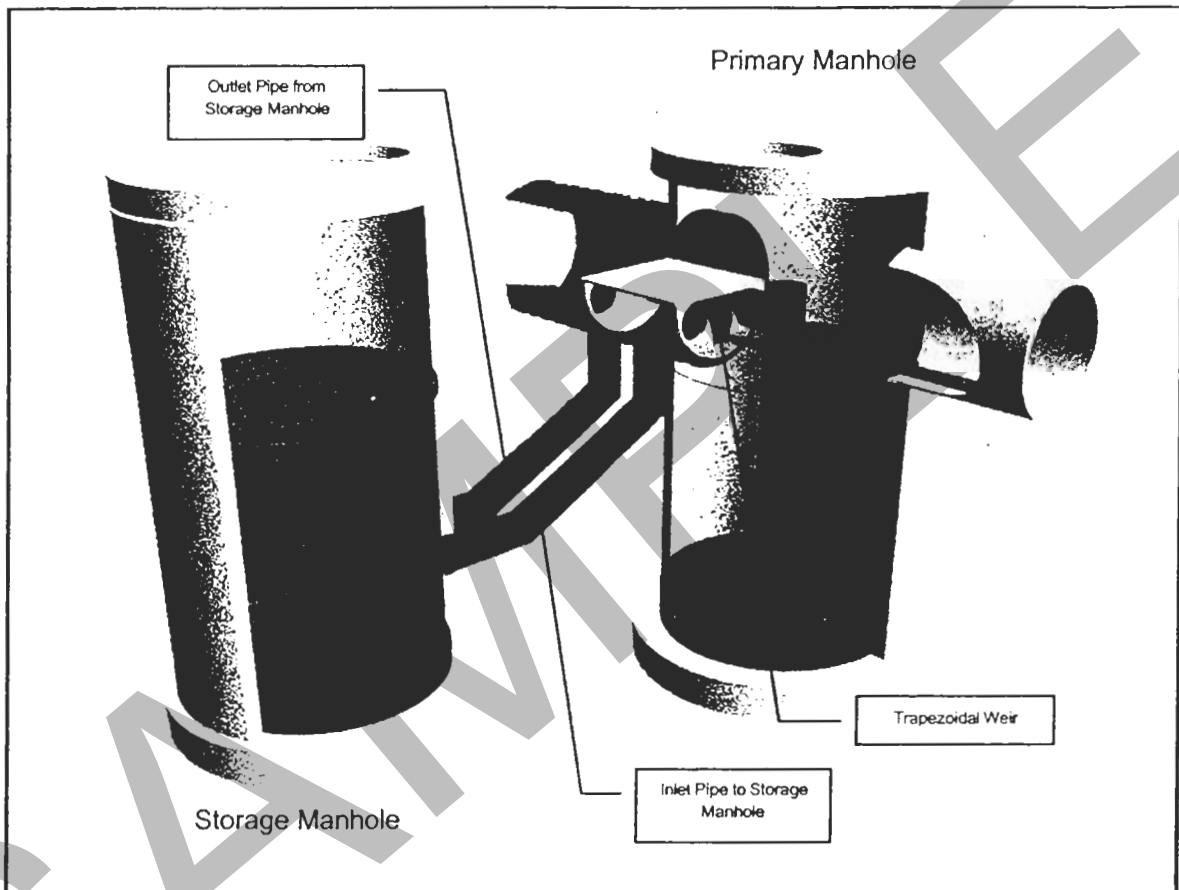


FIGURE 6: LOW FLOW OPERATION

As shown in Figure 6, water enters the BaySaver® Separation System's primary manhole through the inlet pipe shown on the right side of the figure. Coarse sediments (gravel and sand) immediately fall to the floor of the primary manhole. The influent water, carrying floatables and finer sediments, is skimmed off the surface by the trapezoidal weir and conveyed into the storage manhole (on the left). When water enters the storage manhole from the submerged inlet pipe, oils and other floatables rise to the surface, while sediments settle to the floor. These contaminants remain trapped off-line and are not resuspended during larger flows. The influent water displaces clean water from the center of the column, which is forced back up the return pipe to the system outfall. In this way, all of the water that reaches the system outfall has been treated in both the primary and storage manholes.

Maximum Treatment Flow

During larger storms, as storm intensity increases, flow rates continue to increase. The BaySaver® Separation System was designed to treat these increased flows as well. During these larger storm events, the BaySaver® Separator Unit continues to divert low flows (containing the majority of suspended sediments, as well as the oils and other floatables) from the primary manhole to the storage manhole.

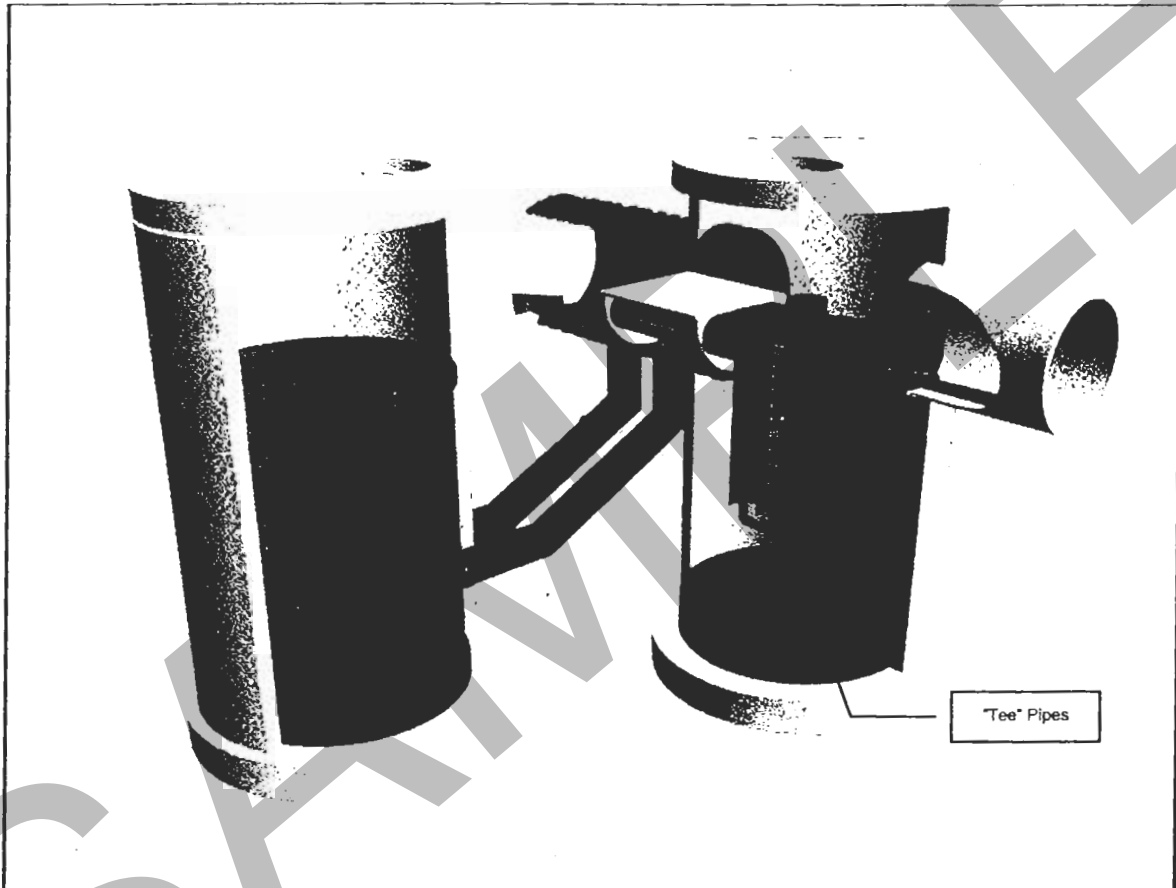


FIGURE 7: MAXIMUM TREATMENT FLOW

Additional flows associated with the larger storm are treated by separation in the primary manhole. As the pollutants are separated in the primary manhole, the influent water displaces treated water from the center of the column and forces it up the "Tee" pipes to the system outfall. **One of the advantages of the BaySaver® Separation System design is that it treats these larger storm flows in the same way that first flush flows were treated in the past.**

Inspection and Maintenance

Inspection

By removing the manhole covers, **the inspector or maintenance contractor can gain unobstructed access to the bottom of the manholes, making confined space entry unnecessary.** Site-specific inspection scheduling, coupled with maintenance that can be completed from above grade, results in more efficient maintenance at lower cost.

Beginning the day that construction is complete, periodic inspection determines the cleaning frequency. Most systems require yearly cleaning. In the first year, the system should be inspected quarterly to determine pollutant loading rates. Maintenance is needed when the sediment accumulation has reached a height of two feet from the floor in either manhole.

Maintenance

One of the advantages of BaySaver® Separation Systems is their ease of maintenance. Like any system that collects pollutants, the BaySaver® Separation System must be maintained for continued effectiveness. Maintenance is a simple procedure and is performed using a vacuum truck or similar equipment. Access to the contaminant storage is available through 30" manhole covers in each structure. Vacuum hoses can reach the entire floor area of both manholes, so all sediments can be evacuated.

The BaySaver® Separation System was designed to minimize the volume of water removed during routine maintenance, thus reducing disposal costs. The entire maintenance procedure typically takes from 2 to 4 hours, depending on the size of the system. The recommended maintenance procedure for the BaySaver® Separation System follows.

Maintenance Instructions

1. Remove the two manhole covers to provide access to the contaminant storage.
2. Remove all water, debris, oils, and sediment from the storage manhole using a vacuum truck or other equipment.
3. Using a high pressure hose, clean the storage manhole and remove the cleaning water using the vacuum truck.
4. Using a submersible pump, pump the bulk of the water from the primary manhole into the clean storage manhole. The pump intake must be kept below the water surface to avoid pumping surface oils, and pumping must be stopped when the water surface falls to a level one foot above the accumulated sediments.
5. Remove the remaining water and sediment from the primary manhole using a vacuum truck or other equipment.
6. Using a high pressure hose, clean the primary manhole and remove the cleaning water using the vacuum truck.
7. Fill the primary manhole with water to the invert of the BaySaver® Separator Unit. Fill the storage manhole with water to a depth of 8 feet.
8. Replace the two manhole covers.
9. Dispose of the contaminated water at an approved facility. Local regulations often prohibit discharge of this material to the sanitary sewer; the local sewer authority must authorize such a discharge.

This procedure is intended to remove all the collected pollutants from the system while minimizing the volume of water that must be disposed. Additional local regulations may apply to the maintenance procedure. Safe and legal disposal of pollutants is the responsibility of the maintenance contractor; therefore maintenance should be performed only by a qualified contractor.

BaySaver® can assist in coordinating a maintenance contractor in the installation area, or work directly with owners who wish to perform their own maintenance. Contact BaySaver® at 1-800-229-7283 (1-800-BaySaver) for more information.

System Costs and Availability

Material costs, installation costs, and maintenance costs vary significantly throughout the country. **The BaySaver® Separation System is your best value per treated CFS regardless of your geographic location.** For BaySaver® pricing in your area, please contact BaySaver® at 1-800-229-7283 (1-800-BaySaver) or an authorized representative directly.

The BaySaver® Separator Unit and materials can be shipped anywhere in the continental United States within two weeks or less. Custom systems may require additional time.

Reminder: The system's precast manholes need to be ordered locally to arrive in conjunction with the BaySaver® Separator Unit.



CITY OF SUFFOLK

Department of Public Works/Engineering Division

P.O. BOX 1858, SUFFOLK, VA 23439 PHONE 757-514-7725 / FAX 757-934-2491

NOTICE TO CUSTOMER

Attached is a SAMPLE document. This sample document can only be used as a guide in preparation of the Stormwater Management Facilities Maintenance Agreement for Commercial Development.

Effective immediately, the City of Suffolk will only accept **original legal documents** prepared by an attorney or the property owner(s). Please reference the Virginia Supreme Court Rules, Part Six, Section 1, Rule 6 Governing Real Estate Transactions, UPR 6-103.

If an agreement is submitted for recordation that has not been executed on the first page by an attorney or the property owner(s) or is a xerox or fax copy, the document will not be acceptable for review.

If the owner of the property is a religious organization (other than the Catholic or Episcopal Church), a certified copy of the court order appointing trustees who are authorized to execute legal documents for the organization must accompany the original agreement.

When submitting a Stormwater Management Facility Agreement, a "Schedule A" (legal description of the property) and a current title report of property or a certification of title letter prepared by an attorney must also be submitted.

Electronic copies of this document can be obtained from the City of Suffolk's webpage at www.city.suffolk.va.us.



CITY OF SUFFOLK

Department of Public Works/Engineering Division

P.O. BOX 1858, SUFFOLK, VA 23439 PHONE 757-514-7725 / FAX 757-934-2491

Checklist for STORMWATER MANAGEMENT FACILITIES MAINTENANCE AGREEMENT FOR COMMERCIAL DEVELOPMENT PACKAGE

Submittal

Date: _____

Consulting Firm: _____

Contact Person: _____ Phone: _____ Fax: _____

Owner or Developer: _____

Owner/Developer's Address: _____

Plan Title: _____

File #: _____ Project Manager: _____

The following items are required in the Stormwater Management Facilities Maintenance for Commercial Development Agreement submittal package. Each item must be included or the submitted package will be rejected and returned to the preparer without review or comment.

- Transmittal letter
- One (1) Original, Executed Agreement
- Schedule "A" attachment (legal description of property)
- Current Title Report
- If the property is a religious organization –(other than the Catholic or Episcopal Church)
A Certified Copy of the Court Order appointing the trustees who are authorized to execute legal documents for the organization must accompany the original agreement. See Virginia Code §57-8.

Are the approved plans being held by this office for receipt of this agreement? _____ Yes _____ No

Other

Comments: _____

Has there been any discussion with City staff regarding this agreement? _____ Yes _____ No

If yes, with whom? _____

Items discussed: _____

**STORMWATER MANAGEMENT FACILITIES
MAINTENANCE AGREEMENT**

THIS STORMWATER MANAGEMENT FACILITIES MAINTENANCE AGREEMENT made this _____ day of _____, 20_____, by _____ (the “Covenantor,” and for indexing (individual, partnership, association, corporation, LLC) purposes “Grantor”); the CITY OF SUFFOLK, a municipal corporation of the Commonwealth of Virginia, (the “City,” and for indexing purposes “Grantee”); _____ (the “Trustee,” and for indexing purposes “Grantor”); and _____ (the “Noteholder,” and for indexing purposes “Grantor”).

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 as set forth in the City of Suffolk Unified Development Ordinance, as amended (the “Ordinance”) and the Code of the City of Suffolk (the “Code”); and

WHEREAS, the Covenantor is the owner and is seized in fee simple of a certain tract or parcel of land more particularly described on Schedule A attached hereto (the “Property”); and

WHEREAS, 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; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Covenantor desires to build and maintain at Covenantor’s expense a storm and surface water management facility and

Acct. No. _____ Prepared by: _____
(must be owner or attorney)

system (the “Facility and System”) more particularly described as _____ and shown on plans on file with the Department of Planning of the City of Suffolk, Virginia, and are hereby incorporated by reference (the “Site Plan”); and

WHEREAS, the City has reviewed and approved the Site Plan subject to the execution of this Agreement.

NOW, THEREFORE, in consideration of the benefit received and to be received by the Covenantor, its successors and assigns, as a result of the City’s approval of the site Plan, the Covenantor, hereby covenants and agrees with the City as follows:

1. At their sole expense, the Covenantor, its successors and assigns, shall construct and perpetually maintain the Facility and System in strict accordance with the Site Plan and any amendments thereto which have been approved by the City, the Ordinance and the Act.
2. At their sole expense, the Covenantor, its successors and assigns, shall make such changes or modifications to the Facility and System as may be determined as reasonably necessary by the City to ensure that the Facility and System is properly maintained and continues to operate as originally designed and approved.
3. At reasonable times and in a reasonable manner as provided in Section 10.1-603.11 of the Act and Section 31-611 of the Ordinance, and Chapter 35 of the Code, the City, its agents, employees and contractors, shall have the right of ingress and egress over the Property and the right to inspect the Facility

and System in order to ensure that the Facility and System is being properly maintained, is continuing to perform in an adequate manner and is in compliance with the Act, the Ordinance, the Code and Site Plan and any amendments thereto approved by the City.

4. Should either the Covenantor or its successors and assigns, fail to correct any defects in the Facility and System within the time specified in a written notice from the City that the Covenantor or its successors and assigns has/have failed to maintain the Facility and System in accordance with the approved design standards and/or the Site Plan and in accordance with the law and applicable regulations of the Act, the Code and the Ordinance, the City may pursue such remedies as provided by law, including, but not limited to, such civil and criminal remedies set forth in Section 10.1-603.14 of the Act and in Section 35-51 of the Code.

5. The Covenantor, its successors and assigns, shall indemnify, hold harmless and defend the City from and against any and all claims, demands, suits, liabilities, losses, damages and payments, including reasonable attorney fees claimed or made against the City that are alleged or proven to result or arise from the Covenantor's, its successors' and/or assigns', construction, operations or maintenance of the Facility and System.

6. This Agreement and the covenants and agreements contained herein shall run with the title to the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to,

bind and be obligatory upon the Covenantor hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

Initially, the Covenantor is solely responsible for the performance of the obligations required hereunder and, to the extent permitted under applicable law, the payment of any and all fees, fines, and penalties associated with such performance or failure to perform under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, upon the recordation of a deed or other instrument of sale, transfer or other conveyance of fee simple title to the Property or any portion thereof (a "Transfer") to a third party (the "Transferee"), the Covenantor shall be released of all of its obligations and responsibilities under this Agreement accruing after the date of such Transfer to the extent such obligations and responsibilities are applicable to that portion of the Property included in such Transfer, but such release shall be expressly conditioned upon the Transferee assuming such obligations and responsibilities by recorded written agreement for the benefit of the City. Such written agreement may be included in the Transfer deed or instrument, provided that the Transferee joins in the execution of such deed or instrument. A certified copy of such deed, instrument or agreement shall be provided to the City. The provisions of the preceding three sentences shall be applicable to the original Covenantor and any successor Transferee who has assumed the obligations and responsibilities of the Covenantor under this Agreement as provided above.

7. Nothing herein shall be construed to prohibit a transfer by the Covenantor to subsequent owners and assigns.

8. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Covenantor, its successors and assigns, is held invalid, the remainder of the Covenant shall not be affected thereby. This Agreement shall be interpreted under the laws of the Commonwealth of Virginia.

9. _____, the Noteholder, being the holder of a note or notes secured by a lien on the Property through a deed of trust dated _____, from _____ to _____ and _____, Trustees, either of whom may act, record in the clerk's Office of the Circuit Court of the City of Suffolk, Virginia (the "Clerk's Office") by Instrument # _____ (the "Deed of Trust"), joins in the execution of this Agreement to evidence its consent to the provisions hereof and to direct the Trustee to execute same for subordination purposes. At the direction of the Noteholder, the Trustee joins herein to subordinate the lien of the Deed of Trust, and the Noteholder and the Trustee hereby acknowledge and agree that the lien of the Deed of Trust is hereby subordinated to this Agreement, the covenants created or set forth herein and all of the rights of the City hereunder.

10. This Agreement shall be recorded in the Clerk's Office.

11. In the event that the City shall determine at its sole discretion at any future time that the Facility and System is no longer required, then at the request of the Covenantor, its successors and/or assigns, the city shall execute a release of this Agreement which the Covenantor, its successors and/or assigns, shall record in the Clerk's Office, at its/their expense.

12. This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by all parties in the Commonwealth of Virginia.

13. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Suffolk.

14. This Agreement shall not be modified except by written instrument executed by the City and the owner(s) of the Property at the time of modification, and no modification shall be effective until recorded in the Clerk's Office.

[SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Owner / Covenantor's Name

BY: _____
(individual, partnership, association, corporation) Title

ATTEST:

By: _____
Name Title

OWNER ACKNOWLEDGEMENT

STATE OF _____
CITY OF _____, to wit:

I, _____, a Notary Public in and for the
City and state aforesaid, do hereby certify that _____ and
Name
_____, _____ and
Name Title
_____, respectfully, of _____,
Title (name of corporation, partnership, individual, assoc.)
whose names as such are signed to the foregoing Agreement, have acknowledged the
same before me in my City and State aforesaid. He/She/They is/are personally known to
me or has/have produced _____ identification.

GIVEN under my hand this _____ day of _____, 20_____.

Notary Public My Commission Expires: _____

CITY SIGNATURES / NOTARY CERTIFICATION

ATTEST:

CITY OF SUFFOLK, VIRGINIA

Signature – City Clerk

City Manager/Authorized Designee of City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Signature – Department of Public Works

Signature – City Attorney

CITY’S ACKNOWLEDGEMENT

STATE OF VIRGINIA
CITY OF SUFFOLK, to wit:

I, _____, a Notary Public in and for the
City and state aforesaid, do hereby certify that _____ CITY
MANAGER/AUTHORIZED DESIGNEE OF THE CITY MANAGER PURSUANT TO §2-1 OF THE
CITY CODE, whose name is signed to the foregoing Agreement, bearing date the ____ day of
_____, 20____, has acknowledged the same before me in my City and State aforesaid. He/She is
personally known to me. GIVEN under my hand this _____ day of _____, 20____.
_____ My Commission Expires: _____

STATE OF VIRGINIA
CITY OF SUFFOLK, to wit:

I, _____, a Notary Public in and for the
City and state aforesaid, do hereby certify that _____ City Clerk for the
City of Suffolk, Virginia, whose name is signed to the foregoing Agreement, bearing date the ____ day of
_____, 20____, has acknowledged the same before me in my City and State aforesaid. She is
personally known to me.
GIVEN under my hand this _____ day of _____, 20____.
_____ My Commission Expires: _____

NOTEHOLDER SIGNATURE/NOTARY CERTIFICATION

Noteholder

BY: _____
Name Title

ATTEST:

By: _____
Name Title

NOTEHOLDER ACKNOWLEDGEMENT

STATE OF _____
CITY OF _____, to wit:

I, _____, a Notary Public in and for the
City and state aforesaid, do hereby certify that _____ and
Name

_____, _____, and
Name Title

_____ respectfully, of _____,
Title (name of noteholder.)

whose names as such are signed to the foregoing Agreement, have acknowledged the
same before me in my City and State aforesaid. He/She/They is/are personally known to
me or has/have produced _____ identification.

GIVEN under my hand this _____ day of _____, 20_____.

Notary Public My Commission Expires: _____

TRUSTEE SIGNATURE/NOTARY CERTIFICATION

Trustee (for noteholder)

Trustee (for noteholder)

TRUSTEE ACKNOWLEDGEMENT

STATE OF _____
CITY OF _____, to wit:

I, _____, a Notary Public in and for the
City and state aforesaid, do hereby certify that _____,
Trustee and _____, Trustee, whose name(s) as such
is/are signed to the foregoing Agreement, has/have acknowledged the same before me in
my City and State aforesaid. He/She/They is/are personally known to me or has/have
produced _____ identification.

GIVEN under my hand this _____ day of _____, 20_____.

_____ My Commission Expires: _____

