

**Space Above this Line for Recorder's Use**

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Title of Document: Stormwater Facility Maintenance Covenant

Date of Document:

Grantor:

Grantor's Address:

Grantee: City of Wentzville  
1001 Schroeder Creek Blvd.  
Wentzville, MO 63385

Property Address:

Parcel ID:

City/Municipality:

Legal Description: Legal description is contained on Exhibit A hereof.

Reference Book and Page:

Grantors:

Type of Easement: Stormwater Facility Maintenance Covenant

**ACKNOWLEDGMENT OF ACCEPTANCE  
TRANSFER(S) OF REAL PROPERTY  
TO THE CITY OF WENTZVILLE BY DONATION OR DEDICATION**

Pursuant to City of Wentzville Ordinance No. 4321 authorizing the City Administrator, Director of Public Works or the Director of Engineering to accept utility easements and associated construction easements granted to the City, the City of Wentzville does hereby accept the easement attached as Exhibit "A".

\_\_\_\_\_  
Mathew Wohlberg, P.E., CFM  
Director of Engineering

\_\_\_\_\_  
(date)

ATTEST:

\_\_\_\_\_  
Kathryn Bowman, City Clerk (date)

(SEAL)

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. CHARLES )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared

\_\_\_\_\_, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

STORMWATER FACILITY MAINTENANCE COVENANT

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, a Missouri Corporation, and any and all future owners of the property, for and in consideration of the approval of improvement plans and of the issuance of a construction permit by The City of Wentzville for stormwater management facilities according to plans approved by said City for a development known as \_\_\_\_\_ in Wentzville, Missouri, at \_\_\_\_\_ and other good and valuable considerations, do hereby agree and promise, as follows.

DUTIES OF GRANTOR(S):

1. To build and construct stormwater management facilities, including Best Management Practices (BMP), basins, drainage facilities, and other necessary appurtenances to make this a complete and usable stormwater management facility, in accordance with the approved plans, \_\_\_\_\_, design, and report, submitted to and approved by the City of Wentzville. The stormwater management facilities are to be perpetually located within the dimensioned and reserved easement area, as shown hachured on Exhibit "A" as attached hereto and made a part hereof.
2. To maintain and operate the stormwater management facilities in conformance with the approved "Detention and BMP Operation and Maintenance Plan", for this development, on file with the Department of Public Works and incorporated herein by reference.
3. To maintain pipes and storm drains in good working order and maintain walls, dikes, vegetation, filter media, and any other required appurtenance and improvements for the retention, detention, treatment, and management of stormwater in good repair in accordance with the approved plans.
4. To inspect the stormwater facilities a minimum of once per calendar year and to provide copies of all inspection reports, including required/performed maintenance and/or repairs to: The City of Wentzville, Stormwater Coordinator, 1001 Schroeder Creek Blvd, Wentzville, MO 63385.
5. To obtain written approval and all necessary permits (as required) from the City of Wentzville prior to grading, filling, piping, cutting or removing vegetation (except for routine and minor landscape maintenance) or performing any alterations or modifications to the stormwater facilities.

RIGHTS OF THE CITY:

1. Representatives of the City of Wentzville may enter onto the property and inspect the stormwater management facilities.
2. In the event the stormwater management facilities are not maintained in accordance with this Covenant, the City of Wentzville, shall notify the owners of said property in writing of the repairs and corrections necessary and a reasonable time in which the work must be completed. If the repairs and corrections necessary are not completed, the City may make the repairs or corrections and perform such maintenance as it deems necessary and bill the owner(s) of said property for the services performed. The bill may be a special tax bill or an addition to the annual real estate tax bill, at the collecting official's option. It is further agreed that in the event said bill or charge for the services performed is not paid within thirty (30) days, the tax bill shall be considered delinquent. The collection of the delinquent bill and any

accrued interest shall be administered by the laws governing delinquent and back taxes. The tax bill from the date of its issuance shall be deemed a personal debt against the owner(s) and shall also be a lien on the property until paid.

- 3. In the event the City determines that the stormwater facilities, as originally approved and constructed in accordance with the approved plans, require modifications, the City may enter onto the property to make the necessary modifications.

This Covenant is irrevocable and shall continue forever. This Covenant is intended to protect the value and desirability of the property described above, including the larger parcel(s), if any, benefited by the stormwater facilities. Further, this Covenant shall insure to the benefit of all citizens of the City of Wentzville and shall bind Grantor(s), and it heirs, successors and assigns.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused these presents to be signed by its \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Corporate Officer

Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

Print Name: \_\_\_\_\_

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. CHARLES )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say he is \_\_\_\_\_ of \_\_\_\_\_ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged

said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Seal