

Property Address: _____

STORM WATER MANAGEMENT BMP FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between, _____ hereinafter call the “Landowner, and the City of Kirkwood, Missouri, hereinafter call the “City”.

WITNESSETH:

WHEREAS, the Landowner(s) is the owner of certain real property described as St. Louis County, Missouri Parcel Locator Number: _____ as acquired by the deed in the land records of the St. Louis County, Missouri Assessor’s Office, Deed book _____ Page _____, and legally described as _____ hereinafter called the “Property”.

WHEREAS, the Landowner(s) is/are proceeding to build on and develop the Property, and

WHEREAS, _____, hereinafter called the “Plan”, which is expressly made a part hereof, as approved or to be approved by the City, provides for detention and/or on-site treatment of storm water within the confines of the property; and

WHEREAS, the City requires that the on-site storm water management/best management practices (BMP) facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and condition, the parties hereto agree as follows:

1. The on-site storm water BMP facilities shall be constructed by the Landowner(s) in accordance with the plans and specification identified in the Plan or issued by the manufacturer, as applicable.
2. The Landowner(s) shall maintain the storm water BMP facilities as shown on the Plan in proper working condition to meet City storm water requirements.
3. The Landowner(s) hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water BMP facilities whenever it deems necessary.

4. In the event the Landowner(s) fails to maintain the storm water BMP facilities, as shown on the Plan, in proper working condition to meet City storm water requirements, the City will issue a citation in accordance with City ordinances.
5. It is the intent of this Agreement to insure the proper maintenance of on-site storm water BMP facilities by the Landowner(s); provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by storm water drainage.
6. The Landowner(s), its executors, administrators, assigns, heirs, and any other successors in interest, shall indemnify and hold harmless the City and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the storm water BMP facilities by the Landowner(s).
7. In the event a claim is asserted against the City, its agents or employees, the City shall promptly notify the Landowner(s), and the Landowner(s) shall defend, at his/her own expense, any suit based on such claim. If any judgment or claims against the City, its agents or employees, shall be allowed, the Landowner(s) shall pay all costs and expenses in connection herewith
8. This maintenance agreement shall be recorded with the St. Louis County Recorder of Deed by the Landowner. Landowner shall provide the City with a copy of the Maintenance Agreement verifying that it has been recorded.

WITNESS the following signature and seals:

Landowner Signature

Print or Type Name

Title

ATTEST:

COUNTY OF _____

CITY OF _____

On this __ day of _____ in the year 20__ , before me, the undersigned notary public, personally appeared _____ , known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Public

WITNESS the following signature and seals:

Director of Public Services or Designee

Print or Type Name

Title

ATTEST:

COUNTY OF _____

CITY OF _____

On this __ day of _____ in the year 20__ , before me, the undersigned notary public, personally appeared _____ , known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Public