

**COVENANT TO MAINTAIN STORM WATER MANAGEMENT SYSTEM  
PLAT OF \_\_\_\_\_**

**THIS COVENANT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, by and between Liberty, Missouri, a special chartered Municipal corporation (**City/Grantee**), and of \_\_\_\_\_, a \_\_\_\_\_, (**Owner/Grantor**).

WHEREAS, Owner has an interest in certain real estate generally located at the

\_\_\_\_\_ in Liberty, of Clay County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of \_\_\_\_\_, (**Plat**), in accordance with Chapter 30, Code of Ordinances of the City of Liberty, Missouri; and

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots of \_\_\_\_\_ and Tract\_\_\_\_ of \_\_\_\_\_ as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water control to serve Lots of \_\_\_\_\_ and require preservation and maintenance of storm water management facilities, located on Tract\_\_\_\_ of \_\_\_\_\_ within the Plat, in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City and Owner agree that it is in the public interest to install the storm water management system for the benefit of the Property and surrounding areas; and

WHEREAS, the provisions for the maintenance of the storm water management system is necessary to serve the development;

NOW, THEREFORE, Owner and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

**Sec. 1.**

Owner at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of the storm water management system and appurtenances (Facilities) located on of Tract\_\_\_\_\_. Each Storm water facility shall be maintained in accordance with the maintenance schedule attached to this Covenant as Exhibit “C”. Exhibit C is to be sealed by either the Engineer of Record or a competent third-party Engineer. A separate maintenance schedule shall be provided for each differing type of Storm water facility. In those instances where a Storm Water Facility consists of proprietary technology the manufacturers recommended maintenance requirements/schedule shall be added as an attachment to that specific facility maintenance schedule.
  - i. Upon final completion of each Storm Water Facility the Owner shall have the Engineer of Record (or a competent third-party Engineer) perform an inspection of the Storm Water Facility to validate that it meets the intent/requirements of the design.
  - ii. The Owner or Person/Association with maintenance responsibility shall within (2) two years of the acceptance of this covenant request a formal inspection from the City of Liberty Public Works Department.
  - iii. The Owner or Person/Association with maintenance responsibility shall conduct a formal documented inspection of the facility annually. Inspection records shall be kept for a minimum of 7 years.
  - iv. The Owner or Person/Association with maintenance responsibility must evaluate the maintenance plan for effectiveness at least annually and may revise as necessary.
  - v. A detailed, written log of all preventative and corrective maintenance performed at the storm water management measure must be kept, including a record of all inspections and copies of maintenance-related work orders.
  - vi. The person or Association with maintenance responsibility must retain and, upon request, make available the maintenance plan and associated logs and other records for review by the City.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on Tract\_\_\_\_\_ per the maintenance schedule as attached to this covenant.
- c. Keep the pipes, structures and appurtenances open and free of silt and vegetation.
- d. Keep the pipes, structures and appurtenances in good working condition or replace same if necessary.
- e. Mow the grass area within Tract\_\_\_\_\_.
- f. Maintain the grades within Tract\_\_\_\_\_ pursuant to the approved plan on file with the Planning & Development Department.
- g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

**Sec. 2.**

City is granted the right, but is not obligated to enter upon Tract \_\_\_\_\_ in order to maintain the Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance against Owner, and/or the owner of Tract \_\_\_\_\_, \_\_\_\_\_ the owners of Lots \_\_\_\_\_ served by the Facility on Tract \_\_\_\_\_;
- b. Assess a lien on either the Tract \_\_\_\_\_ or on the Lots \_\_\_\_\_ or both \_\_\_\_\_ served by the Facility on Tract \_\_\_\_\_;
- c. Maintain suit against Owner, and/or the owner of Tract \_\_\_\_\_ and/or the owners of Lots \_\_\_\_\_ served by the Facility on Tract \_\_\_\_\_ for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract \_\_\_\_\_ and \_\_\_\_\_ not less than thirty (30) days before it begins maintenance of the Facilities.

**Sec. 3.** Owner and/or the owner of Tract \_\_\_\_\_ shall not use, nor attempt to use, in any manner which would interfere with the operation of the Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build, thereon or thereover, any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

**Sec. 4.** This covenant shall run with the land legally described in Exhibit "A." Owner, its successors, assigns and transferees shall remain liable under the terms of this Covenant.

**Sec. 5.** Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Agreement has given ten (10) days notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City:  
Director of Public Works  
City Hall, 101 East Kansas Street  
Liberty, Missouri 64068

Notices to Owner shall be addressed to:

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**Sec. 6.** This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

**Sec. 7.** Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

**Sec. 8.** This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

**Sec. 9.** Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Clay County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

**Sec. 10.** Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain the storm water management system.

ATTESTATION BY CITY CLERK:

LIBERTY, MISSOURI

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Director of Public Works

STATE OF MISSOURI        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, before me, the undersigned, a notary public in and for the county and state aforesaid, came \_\_\_\_\_, Director of Public Works, of Liberty, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and \_\_\_\_\_, \_\_\_\_\_ of Liberty, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Liberty, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Liberty, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

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

My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**  
**Written Legal Description**

**EXHIBIT "B"**  
**Plat (Minimum Size 11x17)**

**EXHIBIT "C"**

\_\_\_\_\_ - Maintenance Schedule

**Acceptance Period (Prior to Acceptance/Occupancy)**

<b>Activity</b>	<b>Frequency</b>
Engineer of Record (or competent 3 <sup>rd</sup> party engineer) shall inspect facility after completion of construction. Inspection shall determine whether the facility meets the intent/requirements of design.	Once. Upon Completion of Construction

**Establishment Period ( \_\_\_\_\_ )**

<b>Activity</b>	<b>Frequency</b>

**Maintenance Period ( \_\_\_\_\_ )**

<b>Activity</b>	<b>Frequency</b>
Owner or Person/Association with maintenance responsibility shall request a formal inspection from the City of Liberty Public Works Department.	Once. 2 years from the acceptance of this Covenant
Person or Association with maintenance responsibility shall conduct a formal documented inspection of facility.	Annually

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