

DOCUMENT TYPE:

**AGREEMENT & RESTRICTIONS
DEVELOPMENT & MAINTENANCE
STORM WATER MANAGEMENT FACILITIES**

DATE OF DOCUMENT:

_____, 20__

GRANTOR(S):

Mailing Address

GRANTEE(S):

Mailing Address

St. Charles County, Missouri
201 North Second Street, Suite 433
St. Charles, Missouri 63301

COUNTY LOCATER #:

LEGAL DESCRIPTION:

**AGREEMENT AND RESTRICTIONS
FOR DEVELOPMENT & MAINTENANCE
OF STORM WATER MANAGEMENT FACILITIES**

COMES NOW _____

_____ (later called "Grantor") on behalf of itself and its successors and assigns, and on this ___ day of _____, 20__, commits to matters contained herein, all of which are for the benefit of St. Charles County, Missouri (later called "Grantee" or "County"), whose mailing address is: St. Charles County, att'n Department of Community Development, 201 North Second Street, St. Charles, Missouri 63301.

GRANTOR HEREBY STATES AND COMMITS AS FOLLOWS:

1. Grantor is the owner of a parcel of land commonly known as _____, conveyed to Grantor by deed recorded at Deed Book _____, page _____ of the St. Charles County Records.
2. Grantor agrees to build and construct detention basin(s) and/or storm water management facilities on that parcel of land consistently with Grantor's design, plans, and reports submitted to and approved by St. Charles Community Development Department on the ___ day of _____, 20__, under Permit Number _____, or as the same may be amended by written mutual agreement of the parties hereto, pursuant to Section 405.525 of Grantee's Unified Development Ordinance ("UDO"), Ordinances of St. Charles County, Missouri ("OSCCMo"). All of the above mentioned records are on file in the Department of Community Development.
3. With respect to the detention basin(s) or other storm water management facilities referenced above, Grantor agrees:
 - A. To restrict the use of the area of its parcel of land to be occupied by those improvements, which area is more particularly described in **Exhibit A** attached hereto and incorporated herein, to ensure that there be no disturbance of or interference with any of those improvements, unless Grantor seeks Grantee's prior review and approval of any changes in those improvements pursuant to Section 405.525 of the UDO; and
 - B. To adhere to the Storm Water Management Facilities Inspection and Maintenance Plan attached hereto as **Exhibit B** and incorporated herein by reference, unless Grantor seeks Grantee's prior review and approval of any changes in that inspection and maintenance agreement pursuant to Section 405.525 of the UDO.

4. Further, Grantor acknowledges that pursuant to Section 420.020.B, OSCCMo, Grantee may enter the parcel of land that includes the area more particularly described in **Exhibit A** to inspect the improvements for managing storm water. However, in exercising its right of entry Grantee shall not impede or interfere with ongoing business operations of Grantor or its lessees or assigns at the property.
5. Grantor agrees that this Agreement shall run with the land that includes the area described in **Exhibit A** and further agrees that Grantee may record this instrument at Grantor's cost.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Grantor this ___ day of _____, 20__.

Executed by the County this ___ day of _____, 20__.

(NAME GRANTOR'S AGENCY)

ST. CHARLES COUNTY, MISSOURI

By: _____
Signature of Officer

By: _____
Richard A. Gnecco, Jr.
Director Development Review

Name of Officer

Title of Officer

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 instruments, and
acknowledged that _____ executed the same as ___ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
County and State aforesaid, the day and year first above written.

My term expires: _____
Notary Public

(NOTARY SEAL)

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 that s/he is the _____
_____ of _____
_____ a Corporation of the State 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 hereunto set my hand and affixed my official seal in the
County and State aforesaid, the day and year first above written.

My term expires: _____
Notary Public

(NOTARY SEAL)

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 that s/he is the member/manager of
_____, a Limited Liability Company of the State
of _____, and the said instrument was signed in behalf of said Limited Liability
Company by authority of its Articles of Organization and/or its Operating Agreement; and said
_____ acknowledged said instrument to be the free act and deed of said Limited
Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
County and State aforesaid the day and year first above written.

My term expires: _____
Notary Public

(NOTARY SEAL)

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

On this _____ day of _____, in the year 20 ____, before me personally appeared
RICHARD A. GNECCO, JR., ST. CHARLES COUNTY DIRECTOR OF DEVELOPMENT REVIEW,
known to me to be the person who executed the within AGREEMENT in behalf of ST. CHARLES
COUNTY, MISSOURI and acknowledged to me that he executed the same for the purposes therein
stated.

My Commission expires: _____
Notary Public

(NOTARY SEAL)

EXHIBITS TO BE ATTACHED:

- A: Legal Description of tract occupied by detention basin and water quality facility
- B: Storm Water Management Facility Inspection and Maintenance Plan

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