

STORMWATER MANAGEMENT/BMP
FACILITIES COVENANT

City of Columbia, Missouri
Public Works Department
(573) 874-7250

THIS Covenant made and entered into this _____ day of _____,
20____, by and between _____ a
_____ of the County of _____ in the
State of _____, Grantor, and its successors and assigns, hereinafter called
the "Grantor" or the "Landowner", and the City of Columbia, Missouri, a municipal corporation of the
County of Boone in the State of Missouri, Grantee, hereinafter called "Grantee" or the "City." Grantee's
mailing address is Post Office Box 6015, Columbia, MO 65205. Grantor's mailing address is
_____.

WHEREAS, the Landowner is the owner of certain real property described as follows:

A tract of land located in Columbia, Boone County, Missouri, described as follows:

INSERT LEGAL DESCRIPTION

hereinafter called the "Property;" and

WHEREAS, the Landowner is proceeding to, or has, made improvements on the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as _____ (Name of
Plan/Development) hereinafter called the "Plan," which is expressly incorporated herein by reference, as
approved, or to be approved, by the City, provides for detention of stormwater and/or storm water quality
treatment within the confines of the Property; and

WHEREAS, the City requires that onsite stormwater management/BMP (Best Management Practices)
facilities as shown on the Plan be constructed and adequately maintained by the Landowner and shall be
jointly and severally binding upon the Landowner so long as it owns any of the Property and its
successors in title and upon its successors and assigns forever, including any homeowners association;

WHEREAS, the term "Landowner" includes each and every owner of any portion of the Property while
owning said portion;

WHEREAS, City of Columbia, Code of Ordinances, Chapter 12 A, Article V addresses issues relating to the operation and/or maintenance of stormwater systems; and

WHEREAS, the Landowner understands that the execution and adherence to the provisions of this Covenant is a condition precedent to the City's permitting, approving the plan, and/or approving the final plat for the Property and subdivision located thereon:

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants the parties hereby agree as follows:

1. The stormwater management/BMP facilities and conveyances shall be constructed, operated, and maintained by the Landowner in accordance with the plans and specifications identified in the Plan, as well as in accordance with State and Federal law, the City of Columbia Stormwater Management and Water Quality Manual, and any and all applicable City ordinances.
2. The Landowner, including any homeowners association, shall adequately maintain the stormwater facilities and improvements on the Property. Adequate Maintenance required by this Covenant shall include, but is not limited to, scheduled and corrective maintenance of all facilities and improvements intended to manage and/or control stormwater on the Property, with such facilities and improvements to expressly include, but not be limited to pipes, channels, structures, vegetation, berms, outlet structures, pond areas, access roads, or any other improvement relating to stormwater (the "Stormwater Facilities and Improvements"). Adequate Maintenance is herein defined as keeping such Stormwater Facilities and Improvements in good working condition such that they satisfactorily perform their intended design functions and complying with attached maintenance procedures and schedules (Attachment 'A').
3. The Landowner shall inspect and maintain the Stormwater Facilities and Improvements a minimum of once per year and more often as required by Attachment 'A', and keep records of the inspection, repair, maintenance and any modifications to the facilities and shall retain these records for a minimum of five (5) years. Inspections shall be made utilizing the forms in Attachment 'B' and shall be submitted to the Director on (April 1). BMP's should be inspected after each Water Quality Storm event, which is a storm with rainfall greater than or equal to 1.3 inches. These records shall be made available to the Director of Public Works during inspection of the facility or at any time upon request. The purpose of the inspection is to assure safe and proper functioning of the Stormwater Facilities and Improvements located on the Property. Each annual inspection shall include a full and complete inspection of all Stormwater Facilities and Improvements located on the Property. Any and all deficiencies identified during such inspections shall be noted in the inspection report. The inspection report shall also include a detailed plan for any and all repairs to the Stormwater Facilities and Improvements necessary to correct any deficiencies identified during the inspection, with the repair plan to be prepared by a professional engineer, or some other duly qualified professional, licensed in the State of Missouri and shall be approved by the Director of Public Works.
4. The Landowner will perform all work necessary to keep the Stormwater Facilities and Improvements in good working condition as required by the approved Plan, as well as by State and federal law, the City of Columbia Stormwater Management and Water Quality Manual, and any and all applicable City ordinances.

5. This Covenant shall impose no liability on the City with respect to the maintenance or repair of any Stormwater Facilities and Improvements on the Property, nor does the City assume any obligation or duty to undertake or perform any action allowed for, or permitted by, this Covenant.
6. Notwithstanding any right extended to the City pursuant to this Covenant, it is expressly recognized and acknowledged that the City retains all prosecutorial, abatement, and any other rights and remedies available to it, including the enforcement of any and all applicable City ordinances, against the Landowner relating to the operation, maintenance, and/or repair of Stormwater Facilities and Improvements located on the Property.
7. This Covenant shall be recorded among the land records of Boone County, Missouri, and shall constitute covenants, conditions, and restrictions considered as covenants, conditions, and restrictions running with the Property, whether or not the same are mentioned in any subsequent conveyances and shall be jointly and severally binding on Landowner so long as it owns any of the Property and its successors in title and upon its successors and assigns, including homeowners association.

WITNESS the following signatures and seal

Company/Corporation/Partnership Name

(SEAL)

By:

(Signature)

(Type/Print Name and Title)

Corporation:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 20____, before me, a Notary Public in and for said state, personally appeared, _____, who being by me duly sworn, acknowledged that they are the _____ of _____ and that said instrument was signed in behalf of said corporation and further acknowledged that they executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority by said corporation to execute the same.

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

_____ .

NOTARY PUBLIC

(SEAL)

My Commission Expires: _____

Single Person:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 20____, before me, a Notary Public in and for said state, personally appeared, _____, who being by me duly sworn, acknowledged that she/he executed the same as a free act and deed for the purposes therein stated. The said _____ further declares herself/himself to be single and unmarried.

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

_____ .

NOTARY PUBLIC

(SEAL)

My Commission Expires: _____

Husband and Wife:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 20_____, before me, a Notary Public in and for said state, personally appeared, _____, husband and wife, who being by me duly sworn, acknowledged that they executed the same as their free act and deed for the purposes therein stated.

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

_____ .

NOTARY PUBLIC

(SEAL)

My Commission Expires: _____

Limited Liability Corporation:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 20 _____, before me, a Notary Public in and for said state, personally appeared, _____, who being by me duly sworn, acknowledged that they are member(s) of _____, a limited liability company, and that said instrument was signed in behalf of said company and further acknowledged that they executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority by said limited liability company to execute the same.

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

_____ .

NOTARY PUBLIC

(SEAL)

My Commission Expires: _____

Partnership:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 20____, before me, a
Notary Public in and for said state, personally appeared,
_____, of
_____ Partnership, who being by me duly sworn, acknowledged that they
executed the same as a free act and deed for the purposes therein stated and that they have been granted
the authority by said partnership to execute the same.

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

_____ .

NOTARY PUBLIC

(SEAL)

My Commission Expires: _____

Trust:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ 20____, before me, a Notary Public in and for said state, personally appeared TRUST VERBIAGE, known to me to be the person(s) described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as a free act and deed for the purposes therein stated.

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

_____ .

NOTARY PUBLIC

(SEAL)

My Commission Expires: _____

Attachment A
Required Inspection and Maintenance Schedule, and Maintenance Procedures

Attach a maintenance and inspection schedule.

Attachment B
Inspection Forms

Attach inspection forms.