

**GREENE COUNTY, MISSOURI
STORMWATER FACILITY
MAINTENANCE AND MONITORING AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter the “Grantor/Landowner”), and Greene County, Missouri (the “Grantee/County”);

WITNESSETH:

WHEREAS, the Landowner, whose address is _____ is the owner of certain real property located and situated in Greene County, Missouri which Landowner seeks to develop, (hereinafter the “Property”) said Property being legally described as follows:

See Exhibit “A” attached hereto

and

WHEREAS, the Landowner has submitted to the County, for review and approval, building and development plans for the Property entitled _____, located at _____ approved by the Greene County Stormwater Engineer on _____, prepared by _____, (the “Plans”), which are expressly made a part hereof and incorporated by reference herein; and

WHEREAS, the Plans depict the proposed construction of certain required facilities that provide for the control of stormwater quality and/or quantity within the confines of the Property (the “Facilities”); and

WHEREAS, Article IV, Section 25(A)(3) of the Greene County Zoning Regulations require that on-site stormwater management facilities, shown on the Plans, be constructed and adequately maintained by the Landowner, its successors and assigns; and

WHEREAS, the Landowner desires to comply with the Zoning Regulations, State DNR Regulations and Federal Regulations, construct the aforesaid stormwater management facilities as shown on the Plans, and enter into the foregoing Agreement all as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the Property and mutual covenants contained herein, the Landowner and the County enter into this Agreement subject to the following terms and conditions:

1. The Landowner, its successors and assigns, shall construct, preserve, or plant, as applicable, the stormwater management and control facilities and measures on the Property for flood control and/or water quality protection in accordance with the approved design, plans, and report, submitted to and approved by the Greene County Resource Management Department, in accordance with Greene County Zoning Regulations, including Article IV, Section 25(A) and with any applicable State and Federal laws.
2. The Landowner, his successors and assigns, shall operate and maintain the stormwater control facilities and measures for flood control and/or water quality protection, including the requisite appurtenances and improvements on the Property as specified in the approved Plans to ensure the approved design functions.
3. The Landowner, its successors and assigns, shall be responsible for the inspection of the facilities, according to the inspection qualifications, frequency, and reporting requirements noted on the Plans and/or specified in the Zoning Regulations. The purpose of the inspection shall be to ensure the safe, effective and proper function of the facilities, including stormwater BMP's. The inspection shall include but not be limited to the inspection of drainage ways, berms, vegetation, filtration media, inlet and outlet structures, detentions and pond areas, access, and any other related appurtenances. Deficiencies shall be noted in the inspection report. If deficiencies are noted, they shall be promptly corrected by the Landowner, and a certification reflecting such corrections shall be submitted to the County indicating the safe and proper function of the facilities.
4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the facilities whenever the County deems necessary. The purpose of inspection shall be to verify the safe and proper function of the facilities, post construction, investigate reported deficiencies, and/or to respond to citizen complaints to ensure that all BMP's on the Property are implemented and functioning effectively. The County shall provide to the Landowner, its successors and assigns copies of the inspection results and of any directive from the County outlining any necessary repairs to the facilities, including a date by which such necessary repairs shall be completed.
5. In the event the Landowner, its successors and assigns, fail to maintain the facilities in good working condition acceptable to the County, the County shall provide written notice

to the Landowner, its successors and assigns and a period of 30 days from the date of written notice by which any necessary repairs shall be completed. In the event the Landowner, its successors and assigns, fail to complete the necessary repairs by the date required, the County shall have the right to enter the Property and take any and all steps necessary to bring the operation and function of the facilities into compliance with all applicable codes and design standards, and to charge the costs of any repairs and related administrative functions to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the Property that is not associated with the proper function and operation of the facilities. It is expressly understood and agreed that the County shall be under no obligation to maintain or repair the said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.

6. In the event the County, pursuant to this Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials and the like on account of the Landowner's or its successors' and assigns' failure to perform such work, the Landowner, its successors and assigns, shall reimburse the County, upon demand, within 30 days of receipt thereof for all costs incurred by the County hereunder. If not paid within such 30-day period, the County shall be entitled to seek a money judgment against the Landowner, its successors or assigns, in the amount of such costs, plus interest at the Judgment Rate, and may enforce it in the same manner as a judgment lien may be enforced. The County may also proceed to collect amounts due in any manner not prohibited by law.
7. The Landowner, its successors and assigns, shall indemnify and hold harmless the County, its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County resulting from any repair, construction, or corrective actions performed by the County needed to bring the facilities into compliance with all applicable codes and design standards.
8. The Landowner, its successors and assigns, shall indemnify and hold harmless the County, its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County resulting from any construction or maintenance of the facilities by the Landowner, its successors and assigns, or its failure to do so.
9. In the event a claim based upon the indemnities of paragraphs 7 or 8 is asserted against the County, its agents or employees, the County shall promptly notify the Landowners, their successors and assigns, who shall defend, at their own expense, any suit based on such claim. If, as a result of a claim, any judgment against the County, its agents or employees is allowed, the Landowner, its successors and assigns shall pay said judgment including all costs and expenses associated therewith.
10. This agreement shall be recorded in the Office of the Greene County Recorder of Deeds and shall constitute a covenant running with the title of the Property or equitable servitude, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and other successors in interest. Proof of recordation of this agreement shall be provided to the Greene County Resources Management Department by the Landowner, its successors and assigns prior to the issuance by the County of any Grading Permit and/or Building Permit for the Property.

(Landowner)

Printed Name

Title

ATTEST:

STATE OF MISSOURI)
)
COUNTY OF GREENE)

I, _____, a Notary Public in and for the County and State
aforesaid, whose commission expires _____, do hereby certify that
_____, which name(s) is/are signed to the foregoing Agreement bearing
the date of _____, has acknowledged the same before me in the
County of Greene, State of Missouri.

Notary Public

My Commission Expires:

GREENE COUNTY, MISSOURI

By: _____
Stormwater Engineer, Greene County Resource Management Department

Print Name

Date