
3 INCH AREA ABOVE - LEAVE BLANK (FOR RECORDERS OFFICE USE ONLY)

DOCUMENT TYPE: AGREEMENT

DATE OF DOCUMENT:

GRANTOR: [PROPERTY OWNER(S)]
[# STREET ADDRESS], LADUE, MISSOURI 63124

GRANTEE: CITY OF LADUE
9345 CLAYTON ROAD, LADUE, MISSOURI 63124

PROPERTY ADDRESS: [# STREET ADDRESS], LADUE, MISSOURI 63124

COUNTY LOCATOR #:

CITY OF ST. LOUIS PARCEL#: N/A

CITY/MUNICIPALITY: LADUE, MISSOURI

LEGAL DESCRIPTION: PART OF LOT [] OF [] SUBDIVISION
BOOK: PAGE:
CITY OF LADUE, ST. LOUIS, COUNTY, MISSOURI

MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that, [**PROPERTY OWNER(S)**] [**# STREET ADDRESS**], **LADUE, MISSOURI 63124** for and in consideration of a Small Project Storm Water Grant by the City of Ladue for storm water management facilities approved by said City for a development known as [**# Street Address**], **City of Ladue, St. Louis County, Missouri**, and other good and valuable considerations, the sufficiency which is hereby acknowledged do hereby agree and promise, as follows:

1. To build and construct stormwater management facilities, including Best Management Practices (BMP), basins, drainage facilities, appurtenances and sewer lines, in accordance with Application #yrmoda-1 submitted to and approved by the City of Ladue, which is attached hereto and incorporated by reference. The stormwater management facilities are to be perpetually located within the dimensioned and reserved area, as shown hachured on the exhibit "A" as attached hereto and made a part hereof.
2. To be solely responsible to maintain and operate the stormwater management facilities in conformity with the approved application documents, applicable City ordinances and rules, and applicable MSD rules and regulations.
3. To maintain all pipes and drains in good working order and maintain all walls, dikes, vegetation, filter media, and any other requisite appurtenances and improvements for the retention and management of stormwater in good repair.
4. That in the event [**PROPERTY OWNER(S)**] [**# STREET ADDRESS**], **MISSOURI 63124** or its successor in title to said property ("Owner") shall fail to maintain the stormwater management facilities, BMP, basins, drainage facilities, appurtenances and sewer lines in accordance with this agreement, the City of Ladue shall be permitted to enter onto the property and make the repairs and corrections and perform such maintenance as it deems necessary and bill the owners of said property for the services performed. It is further agreed that in the event said bill or charge for the services performed shall not be paid within a period of thirty (30) days said sum shall become a lien on the real property and shall accrue interest at a rate of eight percent (8%) until paid in full. The City of Ladue shall also be entitled to enforce the provisions of this agreement through all remedies lawfully available, and Owner shall pay the City its cost for enforcement, including reasonable attorney's fees.

5. This agreement is irrevocable and shall continue forever.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents to be signed by the owner(s) of [# **Street Address**].

Signature (person with authority)

Printed Name

Date

Signature (person with authority)

Printed Name

Date

State of Missouri)
) ss.
County of _____)

Subscribed and sworn to before me this _____ day of _____, 201_.

My commission expires:

Notary Public

IN WITNESS WHEREOF, the parties hereto have duly executed these presents to be signed by
The City of Ladue.

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)

) ss.

County of _____)

Subscribed and sworn to before me this ____ day of _____, 201_.

My commission expires:

Notary Public