
DECLARATION OF STORMWATER DRAINAGE AND/OR DETENTION
COVENANTS RUNNING WITH THE LAND
(Phased Platting)

THIS DECLARATION OF COVENANTS, made on the date hereinafter set forth by _____ of the County of Greene, State of Missouri, hereinafter called "Developer",

WHEREAS, on the _____ day of _____, 20____, Developer was the owner of record of the real property, described on Exhibit A, attached hereto and incorporated herein by reference, hereinafter called the "Tract"; and

WHEREAS, Developer has elected to plat the Tract in phases, fixing precise locations of drainage and detention facilities in each phase at such time as each is final platted; and

WHEREAS, it is necessary to impose certain private easements on the Non-Platted lands to preserve development options for the benefit of Final Platted lots, until such time as all the Tract is Final Platted.

NOW THEREFORE, Developer does hereby declare that the Tract shall be subject to the Covenants and Easements hereinafter set forth, which shall run with the land and shall be binding on all present and future owners, and shall inure to the benefit of each owner included in the Tract.

1. Owner's Stormwater Drainage and Detention Easements: Every Owner of the Tract or of any subdivided tract, lot or parcel of record, shall have an easement for the purpose of Stormwater Drainage and/or Detention, as set forth more specifically below, in and to and across the following described area, hereinafter called the "Stormwater Drainage and/or Detention Easement", to wit:

DRAINAGE EASEMENT DESCRIPTION:

DETENTION EASEMENT DESCRIPTION:

2. Neither the Developer nor any Owner shall cause any building or structure to be erected or maintained on the easement described above so as to interfere with free and unimpeded use and enjoyment of the

easements of drainage and detention herein conveyed.

3. The easement herein conveyed shall not be relinquished, vacated, or extinguished by Developer or Owners, their successors and assigns, without the prior written consent of the Director of Public Works of the City of Springfield, Missouri.
4. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property, included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, bind himself, his heirs, personal representatives, to the covenants and conditions imposed by this Declaration and any amendments thereto.
5. The Developer, or Developer's successors and assigns shall maintain the easements in reasonable and functional condition. If the Developer or Developer's successors or assigns shall fail to maintain the easements in reasonable functional condition, the City may serve notice in writing upon the Developer and the Owners of the subdivided lots or tracts of record, and after hearing, may enter upon the property and do all things necessary to restore and maintain the easements. The cost of such restoration and maintenance by the City shall be assessed ratably against each individual property within the subdivision, and such assessment shall be a personal obligation and liability of all property owners, jointly and severally, and shall constitute a lien against all such properties within the subdivision.
6. As each parcel of the Tract is final platted, and stormwater drainage and detention facilities and easements are dedicated, granted and accepted by the City of Springfield, the Stormwater Drainage and Detention Easements which are created by this instrument, and which are located within such final-platted parcel, shall be superseded by such dedication and acceptance, and shall terminate.

IN WITNESS WHEREOF, the undersigned Developer has executed or caused to be executed this instrument on the day and year first above written.

