

**APPROVED**

**FOR CONSTRUCTION BY THE CITY OF SPRINGFIELD, MO  
BUILDING OFFICIAL**

**REVIEWED FOR COMPLIANCE WITH THE CITY CODE, ADOPTED  
BUILDING CODES, ZONING ORDINANCE AND DESIGN  
STANDARDS. THIS REVIEW AND APPROVAL DOES NOT RELIEVE  
THE DEVELOPER OR HIS AGENTS OF ANY RESPONSIBILITY FOR  
COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS, OR  
ADDRESS OR OVERRULE THE REQUIREMENTS OF OTHER  
JURISDICTIONS OR AGENCIES, UNLESS SPECIFICALLY NOTED  
OTHERWISE.**

*Kevin R. Penix*

04/25/23

CONTRACT NO. (FOR CITY USE): \_\_\_\_\_

**SIGNATURE**

**DATE**

STORMWATER OPERATION & MAINTENANCE AGREEMENT & COVENANT

**PRJ2023-00032**

GRANTOR NAME: McDonald's

GRANTOR ADDRESS: 1809 West End Ave, Suite 1000, Nashville, TN 37203

GRANTEE: City of Springfield, Missouri, 290 E. Central Street, Springfield, MO 65802

PROPERTY ADDRESS: 3720 W Sunshine St, Springfield, MO 65807

LEGAL DESCRIPTION: "see attached legal description"

KNOW ALL MEN BY THESE PRESENTS, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, McDonald's, a corporation, its successors and assigns ("Grantor/Landowner"), for and in consideration of the approval of Plan No. PRJ2023-00032 by the City of Springfield, Missouri ("Grantee/City") for stormwater control measures according to said plans for a development on the above described real estate in Springfield, Missouri, and other good and valuable considerations, do hereby agree and promise, as follows:

1. To construct, preserve, or plant, as applicable, stormwater control measures for flood control and/or water quality protection, including requisite appurtenances and improvements, in accordance with the design, plans, and report submitted to and approved by the City in Plan No. PRJ2023-0003.
2. To operate and maintain the stormwater control measures in accordance with the Operation & Maintenance Plan approved as part of the above referenced plan and on file with the Grantee/City, as well as with any applicable state, federal or local law, including applicable city ordinances in Chapter 96 of the Springfield, Missouri City Code, as amended.
3. This Agreement shall be recorded with the Greene County Recorder of Deeds and shall constitute a permanent covenant running with the land and shall be binding upon the Grantor/Landowner(s), their heirs, executors, administrators, successors and assigns. This Agreement can be amended, modified, or terminated only by written consent between the then current owner(s) of the Property and Grantee.
4. Grantee may enforce the restrictions' set forth in this Covenant and Plan referenced in Paragraph 2 above by legal action in Greene County, MO Circuit Court. If any provision of this Covenant & Agreement is held to be invalid, all remaining provisions shall continue unimpaired in full force and effect.

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OTHERWISE.**

*Kevin R. Penix*

04/25/23

IN WITNESS WHEREOF, the parties hereto have set their hands and seal.

**SIGNATURE**

**DATE**

GRANTOR/LANDOWNER

GRANTEE/CITY OF SPRINGFIELD, MISSOURI

PRJ2023-00032

By: \_\_\_\_\_

\_\_\_\_\_  
Director of Environmental Services or Acting Director

Name (print): \_\_\_\_\_

APPROVED AS TO FORM:

Title (print): \_\_\_\_\_

\_\_\_\_\_  
City Attorney or Assistant City Attorney

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_, to me known, who acknowledged that he/she executed the foregoing instrument as his/her own free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

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TRACT 1 (McDONALD'S)

A TRACT OF LAND AS DESCRIBED IN THE OFFICE LYING IN LOT 1 OF SPRINGFIELD PLAZA, PHASE 1, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY OF WASHITA STREET; THENCE ALONG THE WEST LINE OF SAID LOT 1 NORTH 11°13'56" WEST, 272.43 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY OF SUNSHINE STREET (US HIGHWAY 60); THENCE LEAVING SAID WEST LINE AND ALONG SAID RIGHT OF WAY 168.11 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 4867.23 FEET AND A CHORD BEARING OF NORTH 79°45'30" EAST FOR A DISTANCE OF 168.10 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 86°55'40" EAST, 38.92 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°39'55" WEST, 126.49 FEET; THENCE SOUTH 11°54'12" EAST, 89.66 FEET; THENCE SOUTH 01°16'29" EAST, 82.17 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY OF WASHITA STREET; THENCE ALONG SAID RIGHT-OF-WAY NORTH 88°47'09" WEST, 55.30 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY 114.92 FEET ALONG A 1027.50 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 88°00'37" WEST FOR 114.86 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. CONTAINING 1.21 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

*Norman B. Davis*  
SIGNATURE  
04/25/23  
DATE

PRJ2023-00032