



ACKNOWLEDGEMENT OF CITY RIGHT-OF-WAY AND AGREEMENT TO HOLD THE CITY OF CHESTERFIELD HARMLESS

(Full Name of All Property Owners)

owner(s) of record at (Street Name and Address)

further described as (Lot Number and Subdivision Name)

EXISTING SYSTEMS

I/We acknowledge that portions of my/our private lawn irrigation system may be located within City right-of-way.

I/We acknowledge that the City has the right to enter upon City right-of-way and to engage in activity within the right-of-way, which may result in damage to our private lawn irrigation system if portions of our private system are installed within City right-of-way.

As part of the (Project Name) (Project), the City of Chesterfield, or its contractor, will repair any damage incurred to the private irrigation system located within the public right of way at (Address). I/we hereby authorize the City or its contractor to perform any necessary repairs, and release the City from any claims or liability for future damage to my/our private lawn irrigation system as part of the Project.

Once the Project is complete, I/we hereby release the City from any claims or liability for future damage to my/our private lawn irrigation system which has been or may be caused by construction, mowing, landscaping, snow plowing or any other City authorized activity within the right-of-way, either by the City itself, or by others employed by or on behalf of the City of Chesterfield.

I/We further acknowledge that my/our private lawn irrigation system shall be operated in a safe manner and shall be maintained to eliminate leaks or system malfunctions in a timely manner. Should icing, settlement, or other damage occur within the right-of-way as a result of the operation or malfunction of my/our private lawn irrigation system, I/we agree to pay to the City of Chesterfield any costs incurred by the City to remedy or repair said icing, settlement or other damage, to include reasonable attorney's fee if this matter is taken to court.

I/We further agree that subsequent purchasers of this property shall be advised of the existence of this agreement and informed that they are bound by the conditions herein. This agreement shall bind and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

=====SIGN THIS AGREEMENT IN THE PRESENCE OF A NOTARY PUBLIC=====

Signature

Signature

Printed Name

Printed Name

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS

On the day of 20, before me, the undersigned Notary Public, personally appeared to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires