<b>ORDINANCE</b>	NO
CHUINANCE	110.

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROWS FOR THE RESERVE AT CHESTERFIELD VILLAGE PLAT TWO FOR A 10.7 ACRE TRACT OF LAND ZONED "R5" AND "FPR5" RESIDENCE DISTRICT WITH A "PEU" PLANNED ENVIRONMENT UNIT LOCATED AT BAXTER ROAD SOUTHEAST OF THE INTERSECTION WITH WILD HORSE CREEK ROAD.

WHEREAS, Stock & Associates, on behalf of Gunhay LLC has submitted for review and approval a Record Plat and Escrow Agreements for The Reserve at Chesterfield Village, Plat Two; and,

**WHEREAS**, the purpose of said Record Plat is to subdivide a 10.7 acre tract of land into thirty-two (32) residential lots for Single-Family detached residential use; and,

**WHEREAS**, the Planning Commission having reviewed the same and has recommended approval thereof; and,

WHEREAS, the Department of Planning and Public Works has reviewed the Record Plat in accordance with the Subdivision Ordinance of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Record Plat to the City Council.

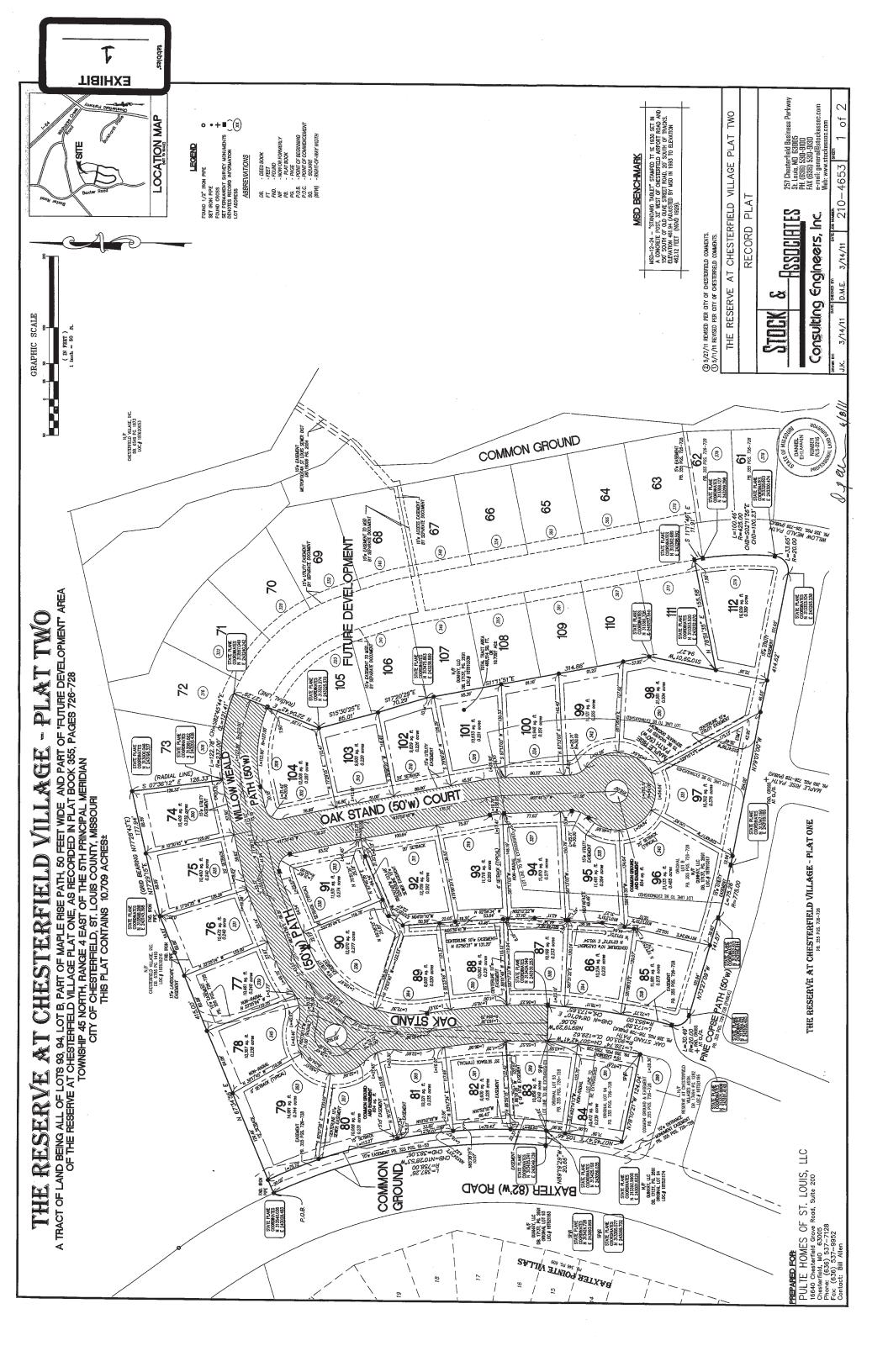
NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIED, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

**Section 1.** The Record Plat for The Reserve at Chesterfield Village, Plat Two, which is made part hereof and attached hereto as Exhibit 1 and Escrow Agreements, are hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

<u>Section 2.</u> The Mayor and City Clerk are authorized and directed to evidence the approval of the said Record Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

<u>Section 3.</u> The Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this	day of	, 2011.
ATTEST:	MAYOR	
CITY CLERK		



# - PLAT TWO THE RESERVE AT CHESTERFIELD VILLAGE

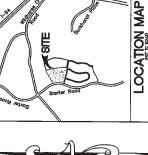
A TRACT OF LAND BEING ALL OF LOTS 93, 94, LOT B, PART OF MAPLE RISE PATH, 50 FEET WIDE AND PART OF 'FUTURE DEVELOPMENT' AREA OF THE RESERVE AT CHESTERFIELD VILLAGE PLAT ONE, AS RECORDED IN PLAT BOOK 355, PAGES 726-728

TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN

CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

THIS PLAT CONTAINS 10,709 ACRES\*





FOUND 1/2" IRON PIPE SET IRON PIPE FOUND GROSS FOUND STORE BDVOTES RECORD INFORMATION 

<u>ABBREVIATIONS</u>

- DEED BOOK
- FEET
- FOUND
- NOW OF FORMERLY
- FLAT BOOK
- FLAT BOOK
- POINT OF BEOMMING
- FOUNT OF BEOMMI

2.) This site is Zoned "R-5" and "FPR5" Flood Plain District

1.) Basls of Bearings Pb. 355 Pgs. 726-728.

"FPR5" General Setbacks a) Front - 25 foet \*R-5" Setbacks a) Front - 20 feet b) Side - 6 feet c) Rear - 15 feet

PPRPS Spoulic Saltacks

(a) Newhitstanding very other provision of this appeads, on corner box, no structure

(b) Newhitstanding accessoring these (3) feet in height above the elevation of the

street preventer as leveled with the appl disappear bit register.

(b) Permitted information signs, s.d. (d) held or lesses in height, are eliveled within the

minimum for the ord subseque.

(c) Permitted directions signs, s.d. (d) held or lesses in height are allowed within the

minimum for the add subsed.

(d) Any startions other than a public stiff yours enforted by a conditional sea.

(d) Any startions other than a public stiff yours enforced by a conditional sea.

(d) Any startions described store (1) are stifficed itself every local of height above

### (2) feet of the stress of the (1) of residenced benefits of the direction and

proposely lesses of the control accessed the proposely of the startion of the startion and the order handward here of shall be advised within thely

(G)) feet of the strits of the ore handward-year bodysian.

3) Solybed properly files within Zone "Y" (Areas determined to be cusisfie the SCO-year Chockles), and Schedul Zone "Y" (exect SCO year foot cuses of 10-year food with sereage depta to files than 1 foot or with develope areas less than 1 squeen mind areas protected for jewes front files with the service of year foot jewes front for the cuse area for the service of year foot jewes front files with the SCO Liulis County Hissooil and Incorporated Areas Map In. 25195014014 with an effective date of August 2, 1855 and Revised to reflect LOHK delied April 17, 2000.

SURVEYOR'S CERTIFICATION

This is to setily that Stack and Associates Consulting Engineers, for lavin, during March, 2011, by order of and for the uses of Pulla intense; LLC, associated Pounday, Demonstrated Pounday, Pulland Bender, Staten Development of The Reserve at Chesterford (Rage, P. Feld One, a subdivision recording to the pela threed recorded in Pale Rook, SSS, Pages 178 through 178 of the SS, Louk County records, Localed Hull, S, Shrey 415, Through 45 three, the pela threed recorded in Pale Rook, SSS, Pages 178 through 178 of the SS, Louk County records, Localed Hull, S, Shrey 415, Through 45 three, the goat of East of the Pale Pounday for a Chesterford March 188, State of the Room of the Room State 188, State

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. LC NO. 222-D 6/8/h/m...

DANIEL

3 5/27/11 revised per ait of chesterheld comments. 1 5/11/11 revised per ait of chesterheld comments.

-ASSOCIATES

Consulting Engineers, Inc.

of  $\sim$ 

THE RESERVE AT CHESTERFIELD VILLAGE PLAT TWO RECORD PLAT

257 Chesterfield Business Parkway St. Louis, MO 63005 PH. (636) 530-9100 FAX (636) 530-9130

210-4653 D.M.E. 1/24/11

1/24/11

We, the undersigned, owners of the track of land herein ballend and further described in the foregoing surreyor's certificate, trare caused the same to be surreyed and reschdrided in the manner shown on this plat, which boundary adjustment plat shall hereather be known as:

"THE RESERVE AT CHESTERFIELD VILLAGE - PLAT TWO"

All easanemis shown on the plat, unless designated for other specific purposes, are hereby dedicated to The City of Chestanfield, Missouni, Missouni, Marchael Corpusy, Padreenfile, Southwestern Belf ch.a. AT&T of Missouni, Metropalism ST. Louis Sewer District, in which controlled the Corpusy, their sockstocker addres segions achter hereby and early the eagus of the plant the early segions of the plant the property the processor of the plant the management of the plant the processor of edicated ground rad catalogies facilities, and studies demost and datalogies facilities, to replacement of said utilities, sewers, and detailege facilities.

Ook Stand Path, Cak Stand Court and Willow Weeld Path, 50 feel wide along with widenings and roundings at the street intersoution, which for belief identification is stoom (Z7777777777777777 habbuse on this piet, is brevely dedicated to the City of Chesterfeet, Missouri for public use forever

Building lines as shown on this plat are hereby established.

A the dot find being part of a large treat of laws as correspect to Gunhay, LLC, by inclinament recorded in Book 17137, page 2831 of interest. Land County-Records, being and Lote 68, 41, 41, 42, and relabelise their bills. They have also the properties of the process to the process and chesineted being and the second part of the second part of the Book ASS. Pages 7. Brough 7.25 and part of the Book ASS. Pages 7. Brough 7.25 and part of the Book ASS. Some 418, Investigating to the print Principal Headers, CNP of Chasambol, SL County, Resout Plant prane particularly destinates to force.

Pomaneal and/or semi permanent monuments, as required, will be set as shown, with the acception that the formes may be instaumented by modified secretaries and to the acception of the permanent of the best between the thin series after the required of this post, in acceptance of the screening of this post, in acceptance of the screening institutions and Protessional Registerion, in addition other samey monuments indicated on this subdivision plet, required by the Subdivision Ordinance of the City of Chesterial, Missoud, will be set.

IN WITNESS THEREOF, I have hereunto set my hand this \_\_

Putle Homes of St Louis, L.L.C. a Nevada limited fability company

PRINT NAME

PRINT TITLE

This subdivision is subject to the conditions and neutrictions as recorded in Book 17894. Page 1229, as first amended in Book 17829, Page 4995 and second amendment in Book 19473. Page 419 of the SL Louis County Recorder's Office.

Common Ground Aras as shown hereon, has been conveyed to the Trustees of this Subdivision by Ceneral Warranty deed recorded in Book\_ Page \_\_\_\_\_\_\_d the St. Louis County Recorder's Office.

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

Beginning at the northwest comer of a text of land as command to COMHAN. LLC a Missouti funded labelity company, by instrument condroit to Book 1777. Page 859 for above and services, as allot also being being the control of Book 1777. Page 859 for above and services. As all the control of Book 1777. Page 850 for above and services. As all the control of Book 1777. Page 850 for above and services are settled as all the control of Book 1777. Page 851 for above and services are settled as all the control of Book 1777. Page 851 for above and services are settled as all the control of Book 1777. Page 851 for above and services are settled as all the settled as all the settled as and services. As all the settled as all the settled as all the settled as and services are settled as all the settled as and settled as all the settled as a settled as all the settled as all the settled as a settled as a settled as all the settled as and as all the settled as and as all the settled as all the settled as and as all the settled as all the settled as and as all the settled as all the settled as all the settled as a settled as all the settled as a settled as all the settled as all the settled as a settled as all the settled as and as all the settled as all the settled as a settled as a settled as and as all the settled as a point of and as a and as a settled as a point of and as a point of and as a date of the settled as and as a settled as and as a settled as and as a settled as a settled as and as a settled as and as a s

COUNTY OF ST. LOUIS STATE OF MISSOURI

IN TESTINONY WHEREOF, I have haveunlo set my hand and affixed my official soal in the County and State eforesaid, the day and year first eboves written.

Notary Public

STATEMENT OF STATE PLANE COORDINATE TIE:

, of the St. Louis County

Page

LENDER'S CERTIFICATION

IN WITNESS WHEREOF, we have hereunto set out hand and affixed our corporate seat this. The undersigned Owner and Holder of Note, as secured by Deeds of Trust recorded in Book Records, doos hereby join in and approve the foregoing Subdivision Plat as shown hareon.

NOTE: 1 METER = 3.28083333 FEET ALL STATE PLANE COORDINATES ARE IN METERS.

STATION: SL-31, ADJUSTED IN 1995

Station St.-31 to Azinuth Mark St.-31A - Grid Azimuth = 38 Degrees 30 Minutes 32 Seconds

The Missouri Coordinate System of 1992 East Zone coordinate values reported hereon were deformed as 2000 Total Station and Turnibe 4000 EOR consistence of integral furnible 1000 EOR consistence of the 1000 Total Station and Turnibe 4000 EOR consistence and take in my professional colorium, as a fend surreport and spice when the Stational EoR of the 1000 Total EOR of the 1000 Tota

, ss.

STATE OF

IN TESTINONY WHEREOF, I have bereunto set my hand and affixed my official seal in the County and Stata aforesaid, the day and year first above written.

This is to conflip that of the conflip that of the Chip of Charles the Chip of Chasterfield by Outsidess No. — on the — day of Lines of the Chip and the chip and the chip of the Chip of Chip

Bruce Geiger; Mayor

Judy Naggiar, City Clerk

PULTE HOMES OF ST. LOUIS, LLC 16640 Chesterfield Grove Road, Suite 200 Chesterfield, MO 63005 Phone: (635) 537–7128 Fax: (635) 537–9952 Contact: Bill Allen

TEPARED FOR



Regulations; and

### SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
RHeHomes of St. houis, LLC, herein called DEVELOPER
, herein called ESCROW
HOLDER (strike through this party if cash deposited with City), and the City of Chesterfield
Missouri, herein called CITY.
WITNESSETH:
WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Reserve at Chasterfield Village, Plat 2 in accordance with
Ordinance No, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and
WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
Six hundred ninety Sive thousand six hundred DOLLARS
(\$ 6 5,600, \infty), lawful money of the United States of America; and
WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory

the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision

construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

### IT IS HEREBY MUTUALLY AGREED:

1. That	the DEVELOPER has established a CONSTRUCTION	DEPOSIT in the
amount of Six b	unded ninety five thousand six hund	DOLLARS
( <u>\$ 695,600.0</u>	) lawful money of the United States of America by: (	check one)
×	Depositing cash with the City.	
	Submitting a Letter of Credit in the form required by the	e CITY and issued
	by the ESCROW HOLDER.	
	Submitting a	(type of readily
	negotiable instrument acceptable to the CITY) endorse	d to the City and
	issued by the ESCROW HOLDER.	

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in Reserve Chester School Coop, Fled Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the Department of Planning and Public Works. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

- 3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.
- 4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.
- 5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

- 6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.
- 7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Department of Planning and Public Works addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.
- 8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

- 9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement
- 10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.
- additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.
- 12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.
- 13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.
- 14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

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

seals the io	thday of Jone	, 20 <u> </u> .	
ATTEST:	(SEAL)	DEVELOPE	ER: Zelteldomes
Type Name: Title: Land	Jerry Duepner Proj. HOA Hogr. WHES OF ST.	BY:	Type Name: Bob Mauch Title: VP Finance Firm Address: 16640 Chesterfield Crove, ste 200 Chesterfield, Ho. 63005
ATTEST:	(SEATA)	ESCROW H	OLDER:
Type Name:		BY:	Type Name:
Title:			Title:
			Firm Address:
		CITY OF CI	HESTERFIELD, MISSOURI
		BY _ Plann	ing and Development Services Director
ATTEST: (SI	EAL)	APPR	OVED:
City Clerk		Mayor	r

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

## LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI )
COUNTY OF ST. LOUIS )
On this 1046 day of Done, 2011, before me appeared
Bab Mauch (name) to me personally known, who, being by
me duly sworn, did say that he/she is the V.P. Finance title or
Executing Official) of Police Houses at Stilou's, Lie , a Nesada.  Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the
foregoing agreement pursuant to the authority given him/her by the Limited Liability
Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid
L.L.C. by authority of its Resident, (President or title of
chief officer), $\sqrt{P}$ Finance (name) as
306 Mauch (title of Executing Official) of said L.L.C. acknowledges
said agreement to be the lawful, free act and deed of said L.L.C.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this Notary Public Notary Public
My Commission Expires:  KOLEEN JAMESON Notary Public, Notary Seal State of Missouri St. Louis County Commission # 09520393 My Commission Expires April 19, 2013

### **CONSTRUCTION DEPOSIT**

SUBDIVISION: Reserve at Chesterfield Village

DEVELOPER: Pulte Homes of St. Louis

PLAT: 2 SUBDIVISION CODE:

308

NO. LOTS: 32

DATE OF PLAT APPROVAL:

CATEGORY	DATE OF % RELEASE RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS		\$195,900.00	\$0.00 \$0.00 \$0.00	0	\$195,900.00	100
SIDEWALKS		\$22,600.00	\$0.00 \$0.00 \$0.00	0	\$22,600.00	100
STORM SEWER Original escrow established at 90% of cost		\$60,000.00	\$0.00 \$0.00 \$0.00	0	\$60,000.00	100
SAN. SEWER Original escrow establis	hed at 90% of cost	\$91,300.00	\$0.00 \$0.00	0	\$91,300.00	100
GRADING		\$151,900.00	\$0.00 \$0.00 \$0.00	0	\$151,900.00	100
EROSION CONTROL		\$14,500.00	\$0.00 \$0.00 \$0.00	0	\$14,500.00	100
SILTAT'N CONTROL		\$8,300.00	\$0.00 \$0.00 \$0.00	0	\$8,300.00	100
SURVEY MONUMENTS		\$21,300.00	\$0.00 \$0.00	0	\$21,300.00	100
STREET LIGHTS		\$3,400.00	\$0.00 \$0.00	0	\$3,400.00	100
STREET SIGNS		\$800.00	\$0.00 \$0.00	0	\$800.00	100
STREET TREES		\$3,000.00	\$0.00 \$0.00	0	\$3,000.00	100
WATER MAINS		\$121,000.00	\$0.00 \$0.00	0	\$121,000.00	100
ISLAND SODDING		\$1,300.00	\$0.00 \$0.00	0	\$1,300.00	100
BARRICADES/EOP SIGNS		\$300.00	\$0.00 \$0.00	0	\$300.00	100
TOTALS		\$695,600.00	\$0.00	0	\$695,600.00	100



# SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Pulte Homes of St. Louis, LLC, herein called DEVELOPER
, herein called CREDIT
HOLDER (strike through this party if cash deposited with City), and the City of Chesterfield,
Missouri, herein called CITY.
WITNESSETH:
WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Reserve at Chesterfield Village Plat 2 in accordance with
Ordinance No, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and
WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of Seventyrous thousand one hundred thirty DOLLARS
of Seventyrous thousand one hundred thirty DOLLARS (\$ 71,130.00 ), lawful money of the United States of America; and
WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:
1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the
amount of Seventy one thousand one bundred thirty
DOLLARS (\$ 71,130.00), lawful money of the United States of America by:
(check one)
X Depositing cash with the City.
Submitting a Letter of Credit in the form required by the CITY and issued by
the CREDIT HOLDER.
Submitting a (type of readily
Submitting a (type of readily negotiable instrument acceptable to the CITY) endorsed to the City.
negotiable instrument acceptable to the CITY) endorsed to the City.
negotiable instrument acceptable to the CITY) endorsed to the City.  Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding
negotiable instrument acceptable to the CITY) endorsed to the City.  Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common
negotiable instrument acceptable to the CITY) endorsed to the City.  Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

- 2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Department of Planning and Public Works.
- 3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning and Public Works. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been

inspected and accepted by the appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

- 4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 1005.080 Subsection (G) and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning and Public Works to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning and Public Works shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning and Public Works shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.
- 5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning and Public Works may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total

maintenance amount retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

- 6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.
- 7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Department of Planning and Public Works addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.
- 8. That upon expiration of the maintenance obligations established herein, the Director of Planning and Public Works shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning and Public Works. This release shall in no way be construed to indemnify or release any person from any civil liability that

may exist for defects or damages caused by any construction, improvement or development for which any deposit has been released.

- 9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.
- additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.
- address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.
- 12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.
- 13. That the CITY hereby accepts this agreement as a satisfactory MAINTENACE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

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

seals the 10	Unday of Jor	re, 20 <u>11</u>	A.D.
ATTEST:	(SEAL)	DEVELO	OPER: Pulte Homes of St. Louis, LLC
Type Name: Title: Land	COCKA A COCK	LIMITED LIABILITY  COMPANY  CREDIT	Y: Type Name: Bob Hauch Title: VP Finance  Firm Address:  16640 Chasterfield Grove, ste 205  Chasterfield, Mo. 63005  HOLDER:
	(~22)	A NEVADA.	
		BY	Type Name:
Type Name: Title:			Type Name: Title:
			Firm Address:
		CITY OF	CHESTERFIELD, MISSOURI
		ВҮ	
		Pla	nning and Development Services Director
ATTEST: (SE	EAL)	AP	PROVED:
City Clerk		$\overline{Ma}$	yor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

## LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI )
COUNTY OF ST. LOUIS )
On this 10th day of June, 2011, before me appeared
Bob Mauch (name) to me personally known, who, being by
me duly sworn, did say that he/she is the <u>NP Finance</u> (title or Executing
official) of Pole Homes of St. Louis LLC, a Missouri Limited Liability
Corporation, and that he/she in fact has the authority to execute the foregoing agreement
pursuant to the authority given him/her by the Limited Liability Corporation, and that said
agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of
its Prosident, (President or title of chief officer),
Bob Hauch (name) as VPF; sance (title of
Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and
deed of said L.L.C.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this
My Commission Expires:
KOLEEN JAMESON Notary Public, Notary Seal State of Missouri St. Louis County Commission # 09520393 My Commission # 19, 2013

### MAINTENANCE DEPOSIT

SUBDIVISION: Reserve at Chesterfield Village

PLAT:

2 308

SUB CODE:

**DEVELOPER: Pulte Homes of St. Louis** 

NOTE: Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$19,590.00			\$19,590.00
SIDEWALKS	\$2,260.00			\$2,260.00
STORM SEWER	\$6,600.00			\$6,600.00
SAN. SEWER	\$10,100.00			\$10,100.00
GRADING	\$15,190.00			\$15,190.00
EROSION CONTROL	\$1,450.00			\$1,450.00
SILTAT'N CONTROL	\$830.00			\$830.00
MONUMENTS	\$2,130.00			\$2,130.00
STREET LIGHTS	\$340.00			\$340.00
STREET SIGNS	\$80.00			\$80.00
WATER MAINS	\$12,100.00			\$12,100.00
STREET TREES	\$300.00			\$300.00
ISLAND SODDING	\$130.00			\$130.00
BARRICADES/EOP SIGNS	\$30.00			\$30.00
TOTALS	\$71,130.00		\$0.00	\$71,130.00