



Memorandum

Department of Planning & Development Services

To: Planning and Public Works Committee

From: Jessica Henry, Senior Planner

Date: February 22, 2018

RE: REPLACEMENT CONSTRUCTION AND MAINTENANCE ESCROWS FOR ARBORS AT KEHRS MILL SUBDIVISION, PLAT 2

Summary

On May 4th, 2015, the City of Chesterfield City Council approved Ordinance 2849 for the Arbors at Kehrs Mill subdivision Plat 2 with the associated escrow agreements; however, the plat was not recorded within 60 days as required by the Unified Development Code and therefore re-approval was required. On August 17th, 2015, City Council granted approval of the exact same Subdivision Plat 2 and agreements via Ordinance 2867.

Construction has been underway since late 2015 and the development team is now requesting to replace the original construction and maintenance escrows and agreements. The original escrows and agreements were provided by the land developer; however, now that the land development (site clearing and grading, infrastructure construction, etc.) has been completed, the land developer is seeking to replace the original escrows with new escrows from the home builders. While this is a typical request for large residential subdivisions where construction takes place over several years, the City's Unified Development Code (UDC) states that *"The land subdivision bond or escrow agreement or other required surety shall be prepared and executed on forms furnished by the Department and shall be submitted to the City Council for approval or disapproval."*

In accordance with the UDC, the replacement construction and maintenance escrows and agreements are being presented to the Planning and Public Works Committee for review and recommendation prior to proceeding to the City Council.

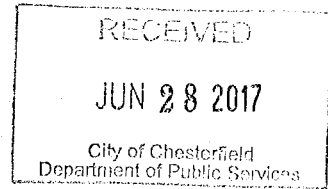
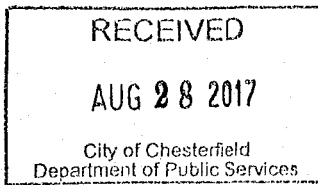
Attached, please find a copy of the Escrow Agreements.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jessica Henry".

Jessica Henry, AICP
Senior Planner

Attachments: Arbors at Kehrs Mill, Plat 2 Replacement Construction and Maintenance Escrows and Agreements



SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by Claymont Development, LLC

_____, herein called DEVELOPER, Midwest Bank Centre

_____, 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 The Arbors at Kehrs Mill (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 Seventy-four thousand four hundred thirty-eight dollars and eighty-one cents _____ DOLLARS

(\$ ^{74,438.81} _____), 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 alia 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 CONSTRUCTION DEPOSIT in the amount of Seventy-four thousand four hundred thirty-eight dollars and eighty-one cents, DOLLARS (\$ 74,438.81) 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 CITY and issued by the ESCROW HOLDER.

Submitting a _____ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in The Arbors at Kehrs Mill (Plat 2) 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 Planning and Development Services Division. 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 Planning and Development Services Division 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.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide 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 12th day of MAY, 20 17.

ATTEST: (SEAL)

DEVELOPER: Claymont Development, LLC

[Signature]
Type Name: Kurt Anderson
Title: [Signature]

BY: [Signature]
Type Name: Wesley Dyrene
Title: GM

Firm Address:
26 Pacland Estates Drive
Chesterfield, MO 63005

ATTEST: (SEAL)

ESCROW HOLDER: Midwest Bank Centre

[Signature]
Type Name: Jeremy Scott
Title: Assistant Vice President

BY: [Signature]
Type Name: Wm. Kral
Title: President

Firm Address:
2191 Lemay Ferry Road
St. Louis, MO 63125

CITY OF CHESTERFIELD, MISSOURI

BY _____
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

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.

BANK OFFICIAL'S ACKNOWLEDGMENT

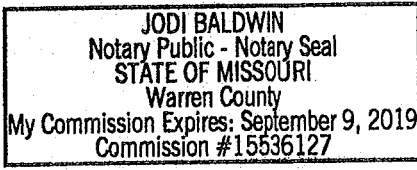
STATE OF MISSOURI)
 Warren) SS
COUNTY OF ST. LOUIS)

On this 12th day of May, 2017, before me appeared William L Kral, to me personally known, who, being by me duly sworn, did say that he is the President (title) of Midwest BankCentre (name of bank), a Missouri Corp (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said President (title) acknowledged said instrument to be the free act and deed of said bank.

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

Jodi Baldwin
Notary Public

My Commission Expires: 9-9-19



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
 Warren) SS
COUNTY OF ST. LOUIS)

On this 12th day of May, 2017, before me appeared Wesley Byrne (name) to me personally known, who, being by me duly sworn, did say that he/she is the Managing Member (title or Executing Official) of Claymont Development, 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 Members, (President or title of chief officer), Wesley Byrne (name) as Managing Member (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 12th day of May, 2017.

Jodi Baldwin
Notary Public

My Commission Expires: 9-9-19

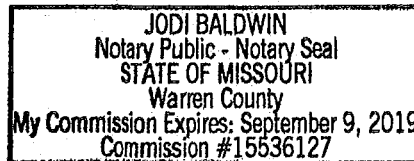


EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Arbors at Kehrs Mill
 PLAT: 2
 SUBDIVISION CODE: 305
 NO. LOTS: 18
 DATE OF PLAT APPROVAL: 10/5/2015

DEVELOPER: Arbors at Kehrs Mill LLC

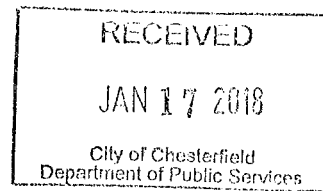
CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS	10/28/15	95	\$401,093.00	\$381,038.35 \$0.00 \$0.00	95	\$20,054.65	5
SIDEWALKS	06/07/16	95	\$27,067.15	\$25,713.79 \$0.00 \$0.00	95	\$1,353.36	5
STORM SEWER Original escrow established at 90% of cost	03/07/16	100	\$296,822.99	\$296,822.99 \$0.00 \$0.00	100	\$0.00	0
SAN. SEWER Original escrow established at 90% of cost	03/07/16	100	\$140,266.96	\$140,266.96 \$0.00	100	\$0.00	0
DETENTION			\$15,977.50	\$0.00 \$0.00 \$0.00	0	\$15,977.50	100
GRADING	12/08/16	95	\$7,987.10	\$7,587.75 \$0.00 \$0.00	95	\$399.36	5
EROSION CONTROL	12/08/16	50	\$8,047.60	\$4,023.80 \$0.00 \$0.00	50	\$4,023.80	50
SILTAT'N CONTROL	12/08/16	50	\$4,492.40	\$2,246.20 \$0.00 \$0.00	50	\$2,246.20	50
MONUMENTS			\$14,883.00	\$0.00 \$0.00	0	\$14,883.00	100
STREET LIGHTS	01/11/16	95	\$6,776.00	\$6,437.20 \$0.00	95	\$338.80	5
STREET SIGNS	01/11/16	95	\$541.20	\$514.14 \$0.00	95	\$27.06	5
WATER MAINS	11/30/15	100	\$266,718.60	\$266,718.60 \$0.00	100	\$0.00	0
COMMON GR. SEED	12/08/16	30	\$12,004.56	\$3,601.37 \$0.00	30	\$8,403.19	70

CONSTRUCTION DEPOSIT

**SUBDIVISION: Arbors at Kehrs Mill
PLAT: 2**

DEVELOPER: Arbors at Kehrs Mill LLC

ISLAND SODDING			\$1,306.80	\$0.00	0	\$1,306.80	100
				\$0.00			
RETAINING WALL	09/28/15	95	\$101,114.20	\$96,058.49	95	\$5,055.71	5
				\$0.00			
FENCE	10/28/15	95	\$7,387.60	\$7,018.22	95	\$369.38	5
				\$0.00			
LOMR	04/20/16	100	\$41,250.00	\$41,250.00	100	\$0.00	0
				\$0.00			
TOTALS			\$1,353,736.66	\$1,279,297.86	95	\$74,438.81	5



SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by Claymont Development, LLC _____, herein called DEVELOPER, Midwest Bank Centre _____, 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 The Arbors at Kehrs Mill (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 Sixty thousand one hundred ninety dollars & twenty-one cents _____ DOLLARS (\$^{60,190.21} _____), 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

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 Planning and Development Services Division.

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 Planning and Development Services Director. 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 Planning and Development Services Director 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 Planning and Development Services Director 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 Planning and Development Services Director 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 Planning and Development Services Director 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 Planning and Development Services Division 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 Planning and Development Services Director 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 Planning and Development Services Director. 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.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide 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.

11. That the CREDIT HOLDER will immediately inform the City of any changes of 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 MAINTENANCE 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 12th day of May, 20 17 A.D.

ATTEST: (SEAL)

DEVELOPER: Claymont Development, LLC

Kurt Andersen
Type Name: Kurt Andersen
Title: VP

BY: Wesley Byrne
Type Name: Wesley Byrne
Title:

Firm Address:
26 Pacland Estates Drive
Chesterfield, MO 63005



ATTEST: (SEAL)

CREDIT HOLDER: Midwest Bank Centre

Jeremy Scott
Name: Jeremy Scott
Title: Assistant Vice President

BY: William Keal, Pres
Name: WILLIAM KEAL
Title: PRESIDENT

Firm Address:
2191 Lemay Ferry Road
St. Louis, MO 63125

CITY OF CHESTERFIELD, MISSOURI

BY _____
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

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.

BANK OFFICIAL'S ACKNOWLEDGMENT

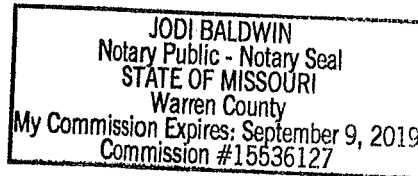
STATE OF MISSOURI)
 Warren) SS
COUNTY OF ST. LOUIS)

On this 12th day of May, 2017, before me appeared William L Kral, to me personally known, who, being by me duly sworn, did say that ~~he~~she is the PRESIDENT (title) of Midwest Bank Centre (name of bank), a MO Corp (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said President (title) acknowledged said instrument to be the free act and deed of said bank.

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

Jodi Baldwin
Notary Public

My Commission Expires: 9-9-19



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

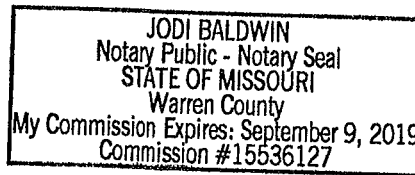
STATE OF MISSOURI)
 warren) SS
COUNTY OF ST. LOUIS)

On this 12th day of May, ²⁰¹⁷~~2015~~, before me appeared Wesley Byrne (name) to me personally known, who, being by me duly sworn, did say that he/she is the Managing Member (title or Executing Official) of Claymont Development, 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 Members, (President or title of chief officer), Wesley Byrne (name) as managing member (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 12th day of May, 2017.

Jodi Baldwin
Notary Public

My Commission Expires: 9-9-19



MAINTENANCE DEPOSIT

SUBDIVISION: Arbors at Kehrs Mill

PLAT: 2

SUB CODE: 305

DEVELOPER: Arbors at Kehrs Mill LLC

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	\$40,109.30			\$40,109.30
SIDEWALKS	\$2,706.72			\$2,706.72
STORM SEWER	\$32,977.03	3/7/2016	\$32,977.03	\$0.00
SAN. SEWER	\$15,583.66	3/7/2016	\$15,583.66	(\$0.00)
DETENTION	\$1,597.75			\$1,597.75
GRADING	\$798.71			\$798.71
EROSION CONTROL	\$804.76			\$804.76
SILTAT'N CONTROL	\$449.24			\$449.24
MONUMENTS	\$1,488.30			\$1,488.30
STREET LIGHTS	\$677.60	1/11/2016	\$677.60	\$0.00
STREET SIGNS	\$54.12			\$54.12
WATER MAINS	\$26,671.86	11/30/2015	\$26,671.86	\$0.00
COMMON GR. SEED	\$1,200.46			\$1,200.46
ISLAND SODDING	\$130.68			\$130.68
RETAINING WALL	\$10,111.42			\$10,111.42
FENCE	\$738.76			\$738.76
TOTALS	\$136,100.36		\$75,910.15	\$60,190.21