

BILL NO. 2921

ORDINANCE NO. 2739

**AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROWS FOR THE RESERVE AT CHESTERFIELD VILLAGE PLAT THREE FOR A 6.536 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 Pulte Homes of St. Louis, LLC has submitted for review and approval a Record Plat and Escrow Agreements for The Reserve at Chesterfield Village, Plat Three; and,

**WHEREAS**, the purpose of said Record Plat is to subdivide a 6.536 acre tract of land into eighteen (18) residential lots for single-family detached residential use and provide 1.313 acres of common ground for the development; and,

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

**WHEREAS**, the Department of Public Services 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 CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:**

**Section 1.** The Record Plat for The Reserve at Chesterfield Village, Plat Three, which is made part hereof and attached hereto as Exhibit 1 and Escrow Agreements, which are made part hereof and attached hereto as Exhibit 2 and Exhibit 3, 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.

**Section 2.** 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.

**Section 3.** The Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 4th day of MARCH, 2013.

Bruce Kerger  
MAYOR

ATTEST:

Audith A. Naggior  
CITY CLERK

# THE RESERVE AT CHESTERFIELD VILLAGE - PLAT THREE

A TRACT OF LAND BEING 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 6.586 ACRES**

**OWNER'S CERTIFICATION**

We, the undersigned, owners of the tract of land herein plat and further described in the foregoing surveyor's certificate, have caused the same to be surveyed and resubdivided in the manner shown on this plat, which boundary adjustment plat shall hereinafter be known as:

**"THE RESERVE AT CHESTERFIELD VILLAGE - PLAT THREE"**

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to The City of Chesterfield, Missouri, Missouri American Water Company, Laclede Gas Company, AmeronUE, Southwestern Bell d.b.a. AT&T of Missouri, Metropolitan St. Louis Sewer District, the relevant Cable Company, their successors and/or assigns as their interests may appear for the purpose of improving, constructing, maintaining, and repairing public utilities, sewers, and drainage facilities with a right of temporary use of adjacent ground not occupied for improvements for excavation and storage of materials during installation, repair, or replacement of said utilities, sewers, and drainage facilities.

Willow Weald Path, 50 feet wide, which for better identification is shown hereinafter on this plat, is hereby dedicated to the City of Chesterfield, Missouri for public use hereon.

The Access Easement shown hereon is for the benefit of and may be used by the Association to access the Common Ground shown on the Final Plat for the purpose of maintaining, repairing or improving the Common Ground and any improvements thereon. In doing so, the Association shall have the right to remove any fencing, landscaping and other improvements located within the Access Easement; provided, however, following any use of the Access Easement, the Association, at the Association's expense, shall repair and restore the area used for access to the condition in which it existed prior to the Association's entry, including without limitation repairing or replacing any disturbed fencing, sod and landscaping, but excluding any prohibited improvements. Other than standard fencing, no permanent improvements may be constructed within the Access Easement.

Building lines as shown on this plat are hereby established.

This subdivision is subject to the conditions and restrictions as recorded in Book 17634, Page 1239, as first amended in Book 17828, Page 4955 and second amendment in Book 19473, Page 419 of the St. Louis County Recorder's Office.

Common Ground Area as shown hereon, has been conveyed to the Trustee of this Subdivision by General Warranty deed recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of 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.

Permanent and/or semi permanent monuments, as required, will be set as shown, with the exception that the front lot corners may be monumented by notches or crosses cut in the concrete parking on the prolongation of the side lot line within twelve (12) months after the recording of this plat. In accordance with 20 CSR 2030-18 of the Department of Insurance, Financial Institutions and Professional Registration. In addition other survey monuments indicated on this subdivision plat, required by the Subdivision Ordinance of the City of Chesterfield, Missouri, will be set.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Pulte Homes of St. Louis, L.L.C.  
 a Nevada limited liability company

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

PRINT NAME

PRINT TITLE

STATE OF MISSOURI )  
 ) ss.  
 COUNTY OF ST. LOUIS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of Pulte Homes of St. Louis, L.L.C., a Nevada limited liability company, and that said instrument was signed and sealed in behalf of said limited liability company, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said limited liability company.

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: \_\_\_\_\_

**PROPERTY DESCRIPTION**

A tract of land being part of a larger tract of land as conveyed to GUNHAY, LLC, by instrument recorded in Book 17137, page 2691 of the St. Louis County Records and being part of that area labeled as "Future Development" of The Reserve at Chesterfield Village - Plat One, a subdivision according to the plat thereof as recorded in Plat Book 355, Pages 729 through 728 of said records, located in U.S. Survey 416, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Commencing at the northwest corner of a tract of land as conveyed to GUNHAY, LLC, a Missouri limited liability company, by instrument recorded in Book 17137, Page 2691 of above said records, said point also being located on the eastern right-of-way line of Badger Road, 82 feet wide as established by instrument recorded in Plat Book 323, Pages 61 through 63 of above said records, said point also being the northwest corner of "The Reserve at Chesterfield Village - Plat Two" as recorded in Plat Book 355, pages 185 and 186 of the St. Louis County records; thence along the northern line of said GUNHAY, LLC tract and the northern line of "The Reserve at Chesterfield Village - Plat Two" the following courses and distances: North 67 degrees 34 minutes 58 seconds East, 415.00 feet and North 77 degrees 29 minutes 18 seconds East, 177.94 feet to the northeast corner of Lot 74 of "The Reserve at Chesterfield Village - Plat Two" being the POINT OF BEGINNING of the herein described tract; thence continuing North 77 degrees 29 minutes 18 seconds East, 322.05 feet to the eastern line of said GUNHAY LLC tract; thence along said eastern line the following courses and distances: South 59 degrees 38 minutes 54 seconds East, 73.83 feet; South 07 degrees 41 minutes 08 seconds East, 50.00 feet; South 41 degrees 03 minutes 50 seconds East, 50.04 feet; South 17 degrees 28 minutes 17 seconds East, 64.76 feet; South 07 degrees 05 minutes 21 seconds East, 84.45 feet; South 22 degrees 58 minutes 10 seconds East, 81.69 feet; South 43 degrees 37 minutes 02 seconds East, 80.00 feet; South 47 degrees 22 minutes 21 seconds West, 50.00 feet; South 02 degrees 41 minutes 25 seconds East, 78.09 feet; South 21 degrees 19 minutes 57 seconds East, 198.40 feet and South 04 degrees 44 minutes 00 seconds West, 164.19 feet to the northeast line of the above said "The Reserve at Chesterfield Village - Plat One"; thence along said north South 01 minutes 47 seconds West, 163.02 feet to the northwest corner of Willow Weald Path, 50 feet wide, being also the eastern line of "The Reserve at Chesterfield Village - Plat Two" as recorded in Plat Book 355, pages 185 and 186 of the St. Louis County records; thence along the eastern line of said "The Reserve at Chesterfield Village - Plat Two" the following courses and distances: North 11 degrees 45 seconds West, 11.81 feet; South 78 degrees 51 minutes 35 seconds West, 155.59 feet; North 10 degrees 59 minutes 01 seconds East, 84.27 feet; North 11 degrees 51 minutes 51 seconds West, 814.83 feet; North 17 degrees 20 minutes 29 seconds West, 70.28 feet; North 15 degrees 30 minutes 28 seconds West, 85.01 feet; North 22 degrees 04 minutes 42 seconds East, 127.29 feet to the beginning of a non-circular curve to the left having a radius of 237.00 feet; along said curve with an arc length of 122.76 feet, and a chord which bears North 82 degrees 45 minutes 44 seconds West, 121.41 feet and North 07 degrees 38 minutes 12 seconds West, 128.53 feet to the Point of Beginning and containing 294,693 square feet or 6.538 acres more or less as per calculation by Stock & Associates Consulting Engineers, Inc. during December, 2011.

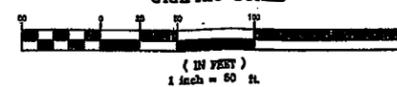
**MSD BENCHMARK**

MSD-12-24 - "STANDARD TABLE" STAMPED TYPED 1E 1930 SET IN A CONCRETE POST, 32' WEST OF CHESTERFIELD AIRPORT ROAD AND 150' SOUTH OF OLD OLIVE STREET ROAD, 20' SOUTH OF TRACKS. ELEVATION 461.84 (ADJUSTED BY MSD IN 1993 TO ELEVATION 462.12 FEET (NGVD 1929)).

**PREPARED FOR:**

PULTE HOMES OF ST. LOUIS, LLC  
 16640 Chesterfield Grove Road, Suite 200  
 Chesterfield, MO 63005  
 Phone: (636) 537-7128  
 Fax: (636) 537-9952  
 Contact: Bill Allen

**GRAPHIC SCALE**



**STATEMENT OF STATE PLANE COORDINATE TIE:**

STATION: SL-31  
 GRID FACTOR = 0.9998076  
 NORTH (Y) = 512625.826  
 EAST (X) = 24719.763

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

STATION: SL-31, ADJUSTED IN 1995

Station SL-31 to Adm. Mark SL-31A - Grid Azimuth = 38 Degrees 30 Minutes 52 Seconds.

The Missouri Coordinate System of 1983 East Zone coordinate values reported hereon were determined based upon a field traverse during May, 2011 using a Trimble 8600 Total Station and Trimble 4600 GPS receivers, and that in my professional opinion, as a land surveyor registered in the State of Missouri, the reported State Plane Coordinates meet the current Missouri Minimum Standards for Property Boundary Surveys (20 CSR 2030-18). The basis of bearings shown on this plat were adopted from Plat Book 355, Pages 726-728. The grid bearing along the Northern line on this plat is found to be North 77 degrees 29 minutes 45 seconds East. The measure of bearing labeled along the same line is North 77 degrees 29 minutes 15 seconds East 177.94 feet. The grid bearing from SL-31 to the most North corner is North 87 degrees 22 minutes 02 seconds West 1808.10 meters with the scale factor applied.

**GENERAL NOTES:**

1.) Basis of Bearings Pl. 355 Pgs. 726-728.

2.) This site is Zoned "R-5" and "TPRS" Flood Plain District and part of P.E.U. Ord. # 2021

"R-5" Setbacks

- a) Front - 20 feet
- b) Side - 6 feet
- c) Rear - 15 feet

"TPRS" General Setbacks

- a) Front - 25 feet

"TPRS" Specific Setbacks

- (a) Notwithstanding any other provision of this appendix, on corner lots, no structure or plant material exceeding three (3) feet in height above the elevation of the street pavement is allowed within the eight distance triangle.
- (b) Permitted information signs, six (6) feet or less in height, are allowed within the minimum front yard setback.
- (c) Permitted directional signs, three (3) feet or less in height, are allowed within the minimum front yard setback.
- (d) Any structure, other than a public utility tower authorized by a conditional use permit, which exceeds thirty (30) feet in height shall be set back from all property lines at least one (1) additional foot for every foot of height above thirty (30) feet.
- (e) No residential building or structure attached thereto shall be allowed within thirty (30) feet of the limits of the one hundred-year floodplain.

3.) Subject property lies within Zone "X" (Areas determined to be outside the 600-year floodplain, and Shaded Zone "X" (areas of 200 year flood, areas of 100 year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100 year flood.) according to the National Flood Insurance Rate Map for St. Louis County Missouri and Incorporated Areas Map No. 29189C0140H with an effective date of August 2, 1995 and Revised to reflect LOHR dated April 17, 2000.

This is to certify that \_\_\_\_\_ was approved by the City Council for the City of Chesterfield by Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 and thereby authorizes the recording of this RECORD PLAT with the office of the St. Louis County Recorder of Deeds.

Bruce Geiger, Mayor

Judy Nagler, City Clerk

**SURVEYOR'S CERTIFICATION**

This is to certify that Stock and Associates Consulting Engineers, Inc. have, during September, 2012, by order of and for the use of Pulte Homes, L.L.C., executed a Property Boundary Survey and Record Plat of a tract of land being that part labeled as "Future Development" of The Reserve at Chesterfield Village - Plat Two, a subdivision according to the plat thereof as recorded in Plat Book 355, Pages 726 through 728 of the St. Louis County records, located in U.S. Survey 416, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and that the results of said survey and Resubdivision Plat are shown hereon. We further certify that the above plat was prepared from an actual survey, according to the records available and recorded, and said survey meets or exceeds the current minimum standards for Property Boundary Surveys for "Class Urban Property" as defined in Chapter 18, Division 2030 Missouri Minimum Standards for Property Boundary Surveys as adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Landscape Architects.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.  
 LC NO. 222-D

By: Daniel Ehlmann, Missouri P.L.S. No. 2215



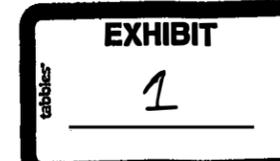
① 11/20/12 REVISED PER CITY COMMENT LETTER.

**THE RESERVE AT CHESTERFIELD VILLAGE PLAT THREE**

**RECORD PLAT**

**Stock & Associates Consulting Engineers, Inc.**  
 257 Chesterfield Business Parkway  
 St. Louis, MO 63006  
 PH: (636) 530-9100  
 FAX: (636) 530-9130  
 e-mail: general@stockassoc.com  
 Web: www.stockassoc.com

DRAWN BY	DATE CHECKED BY	DATE OF REVISION	SCALE
J.K.	9/26/12	D.M.E. 9/26/12	210-4653
			1 of 1





RECEIVED  
City of Chesterfield

FEB 20 2013

Department of Public Services

**SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT**

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by PUNTE HOMES OF ST. LOUIS, L.L.C., 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 CHESTERFIELD VILLAGE PLAT 3 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 ONE HUNDRED SEVENTY ONE THOUSAND TWO HUNDRED TWENTY DOLLARS (\$ 171,220.-), 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

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 19 day of FEBRUARY, 2013.

ATTEST: (SEAL)

DEVELOPER: PLUTE HOMES OF ST. LOUIS, LLC

[Signature]  
Type Name: ROBYN CRAWFORD  
Title: U. P. SALES

BY: [Signature]  
Type Name: CHARIS MATTED  
Title: U. P. LAND

Firm Address:  
17107 CHESTERFIELD AIRPORT RD  
CHESTERFIELD, MO 63005

ATTEST: (SEAL)

ESCROW HOLDER: \_\_\_\_\_

\_\_\_\_\_  
Type Name:  
Title:

BY: \_\_\_\_\_  
Type Name:  
Title:

Firm Address:  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

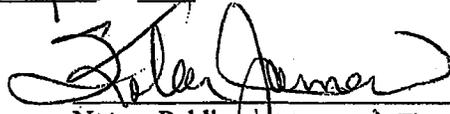
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

**LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT**

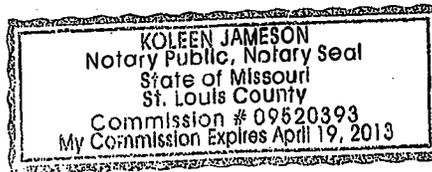
STATE OF MISSOURI )  
 ) SS  
COUNTY OF ST. LOUIS )

On this 19th day of February, 2013, before me appeared CHRIS MATTED (name) to me personally known, who, being by me duly sworn, did say that he/she is the V.P. LAND (title or Executing Official) of PULTE HOMES OF ST. LOUIS, L.L.C., a MISSOURI <sup>NEVADA</sup> 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 PRESIDENT (President or title of chief officer), CHRIS MATTED (name) as V.P. LAND (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 19th day of February, 2013.

  
Notary Public KOLEEN JAMESON

My Commission Expires:  
4-19-2013





RECEIVED  
City of Chesterfield  
FEB 20 2013  
Department of Public Services

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by PALTE HOMES OF ST. LOUIS, L.L.C., 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 3 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 SEVENTEEN THOUSAND SIX HUNDRED FORTY TWO DOLLARS (\$ 17,642.-), 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 SEVENTEEN THOUSAND SIX HUNDRED FORTY TWO DOLLARS (\$ 17,642.- ), 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 CREDIT HOLDER.
- Submitting a \_\_\_\_\_ (type of readily 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 RESERVE AT CHESTFIELD VILLAGE PLAT 3 Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

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

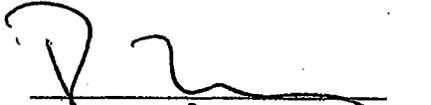
for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

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

seals the 19 day of FEBRUARY, 2013 A.D.

ATTEST: (SEAL)

DEVELOPER: PULTE HOMES OF ST. LOUIS, LLC

  
Type Name: ROBIN CRAWFORD  
Title: V.P. SALES

BY:   
Type Name: CHRIS MATTED  
Title: V.P. LAND

Firm Address:  
17107 CHESTERFIELD AIRPORT RD  
CHESTERFIELD, MO 63005

ATTEST: (SEAL)

CREDIT HOLDER: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Firm Address:  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

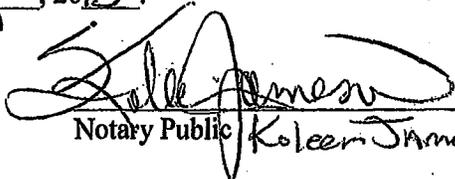
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

**LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT**

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

On this 19th day of February, 2013, before me appeared CHRIS MATTED (name) to me personally known, who, being by me duly sworn, did say that he/she is the V. P. LAND (title or Executing Official) of ALTE HOMES OF ST. LOUIS, LLC, a NEVADA ~~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 PRESIDENT, (President or title of chief officer), CHRIS MATTED (name) as V. P. LAND (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 19th day of February, 2013.

  
Notary Public Koleen Jameson

My Commission Expires:  
4-19-2013

