BILL NO. 3051 ORDINANCE NO. 2866

AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE NUMBER 2848 PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 1, A 27.055 ACRE TRACT OF LAND ZONED "PUD" PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD.

WHEREAS, The Sterling Company, on behalf of Arbors at Kehrs Mill, LLC., has submitted for review and approval a Record Plat for the Arbors at Kehrs Mill Plat 1; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 27.055 acre tract of land into twenty-six (26) residential lots; 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 Unified Development Code 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; and,

WHEREAS, the City Council of the City of Chesterfield having considered the request, voted to approve said Record Plat.

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 Arbors at Kehrs Mill Plat 1, which is made part hereof and attached hereto as "Exhibit 1" and Escrow Agreements, is 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 17th day of AUGUST, 2015.

Bob Nation
MAYOR

ATTEST:

Vickie Hass
CITY CLERK

Arbors at Kehrs Mill - Plat 1

A TRACT OF LAND BEING LOT 1 OF ST. MARY'S INSTITUTE LOT SPLIT
AS RECORDED IN PLAT BOOK 355 PAGES 437 AND 438 OF THE ST. LOUIS COUNTY MISSOURI RECORDS;
LYING PARTLY IN U.S. SURVEY 124, TOWNSHIP 45 NORTH - RANGE 3 EAST AND TOWNSHIP 45 NORTH - RANGE 4 EAST,
IN U.S. SURVEY 886 AND FRACTIONAL SECTION 18, TOWNSHIP 45 NORTH - RANGE 4 EAST
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

P.U.D. - PLANNED UNIT DEVELOPMENT
CITY OF CHESTERFIELD ORDINANCE NO. 2771

OWNER'S CERTIFICATE

THE UNDERSIGNED OWNER OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYORS CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "ARBORS AT KEHRS MILL - PLAT 1". BOTTLEBRUSH (50'W.) COURT, PRAIRIE CORD (50'W.) DRIVE, SIDEOATS (50'W.) COURT, AND SWITCH GRASS (50'W.) COURT TOGETHER WITH ALL CUL-DE-SACS AND ROUNDINGS LOCATED AT THE STREET INTERSECTIONS WHICH FOR BETTER IDENTIFICATION ARE SHOWN HATCHED ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD FOR PUBLIC USE FOREVER.

THE 20 FOOT WIDE STRIP ALONG CHURCH ROAD AS SHOWN CROSS HATCHED HEREON IS HEREBY DEDICATED TO THE CITY OF CHESTERFIELD FOR PUBLIC USE FOREVER.

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, UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, SOUTHWESTERN BELL TELEPHONE COMPANY, L.P., D/B/A AT&T MISSOURI, METROPOLITAN ST. LOUIS SEWER DISTRICT, THE RELEVANT CABLE TELEVISION COMPANY, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING, AND REPAIRING PUBLIC UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES.

THE RETAINING WALL EASEMENT AND RETAINING WALL MAINTENANCE ACCESS EASEMENT SHOWN ON LOTS 29 AND 30 OF THIS PLAT ARE HEREBY DEDICATED TO THE ARBORS AT KEHRS MILL HOMEOWNERS' ASSOCIATION FOR THE ERECTION, MAINTENANCE AND REPAIR OF A RETAINING WALL, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID RETAINING WALL. MAINTENANCE OF THE RETAINING WALL SHOWN ON THIS PLAT IS THE RESPONSIBILITY OF THE ARBORS AT KEHRS MILL HOMEOWNERS ASSOCIATION.

THE ARBORS AT KEHRS MILL HOMEOWNERS' ASSOCIATION MAY ERECT SUBDIVISION SIGNS/MONUMENTS AND LANDSCAPING WITHIN THE COMMON GROUND AREAS AS SHOWN ON THIS PLAT, WHICH SHALL BECOME THE MAINTENANCE RESPONSIBILITY OF THE ARBORS AT KEHRS MILL HOMEOWNERS' ASSOCIATION, WITH AUTHORIZATION, APPROVAL AND PERMIT BY THE CITY OF CHESTERFIELD, MISSOURI.

STORMWATER MANAGEMENT RESERVE AREAS AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED FOR THE STORMWATER MANAGEMENT FEATURES, ALSO KNOWN AS BMP(S) (BEST MANAGEMENT PRACTICE). THE RESERVE AREAS HEREBY ESTABLISHED ARE IRREVOCABLE AND SHALL CONTINUE FOREVER, SUBJECT TO A "MAINTENANCE AGREEMENT" EXECUTED ON THE ______ DAY OF ______________ 201_ AS RECORDED IN THE ST. LOUIS COUNTY RECORDS IN DEED BOOK ________ PAGE ________ OR AS AMENDED THEREAFTER.

THE ARBORS AT KEHRS MILL HOMEOWNERS' ASSOCIATION SHALL BE OBLIGATED TO MAINTAIN, REPAIR, CONSTRUCT, IMPROVE AND OPERATE THE STORMWATER MANAGEMENT RESERVE AREAS AS SHOWN ON THIS PLAT AND THE DETENTION FACILITIES, STORMWATER BEST MANAGEMENT PRACTICES, INCLUDING, BUT NOT LIMITED TO, PRIVATE SEWERS AND PRIVATE STORMWATER IMPROVEMENTS CONSTRUCTED THEREON AS PER THE MSD APPROVED STORMWATER MANAGEMENT FACILITIES REPORT (P-27351-02)

PERMANENT SIGHT DISTANCE EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, FOR PUBLIC USE FOREVER, TO ENSURE AND PROTECT THE CLEAR AND UNOBSTRUCTED VIEW OF MOTORISTS ON AND ENTERING THE ADJACENT ROADWAY. NO PART OF SAID EASEMENT SHALL BE BUILT ON WITH ANY STRUCTURE (INCLUDING SIGNS, FENCES OR POLES) OR PLANTING (INCLUDING ANY TREES, SHRUBS, ORNAMENTAL GRASS, OR WEEDS) IN ANY MANOR WHATSOEVER, NOR SHALL THE GRADE OF THE LAND WITHIN THE EASEMENT BE CHANGED, UNLESS EXPRESSLY APPROVED BY THE CITY OF CHESTERFIELD. ANY STRUCTURE OR PLANTING APPROVED BY THE CITY OF CHESTERFIELD SHALL BE MAINTAINED TO PROVIDE SIGHT DISTANCE. ANY STRUCTURES, PLANTS OR GRADING WHICH IS NOT APPROVED BY THE CITY OF CHESTERFIELD, OR WHICH IS NOT MAINTAINED, SHALL BE REMOVED OR CORRECTED.

LANDSCAPE - BUFFER EASEMENTS AND AREAS, AS SHOWN HEREON, ARE ESTABLISHED AS PROTECTED AREAS FOR VEGETATIVE LANDSCAPING ONLY. STRUCTURES OF ANY SIZE, WHETHER TEMPORARY OR PERMANENT, ARE NOT PERMITTED WITHIN LANDSCAPE EASEMENTS AND/OR AREAS. LANDSCAPING AS APPROVED BY THE CITY OF CHESTERFIELD DURING SITE PLAN REVIEW IS REQUIRED TO BE MAINTAINED AND PRESERVED INDEFINITELY BY THE ARBORS AT KEHRS MILL HOME OWNERS ASSOCIATION. FAILURE TO MAINTAIN OR PRESERVE LANDSCAPE EASEMENTS MAY RESULT IN INSPECTION AND ISSUANCE OF FINES BY THE CITY OF CHESTERFIELD.

THE LANDSCAPE BUFFER EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE "ARBORS AT KEHRS MILL HOMEOWNERS' ASSOCIATION" FOR THE PLANTING AND MAINTAINING OF LANDSCAPE VEGETATION AND APPURTENANT LANDSCAPE MATERIALS.

THE CONSERVATION AREAS AS SHOWN HEREON SHALL PROHIBIT ANY DISTURBANCE EXCEPT AS PERMITTED BY THE U.S. ARMY CORPS OF ENGINEERS.

THE COMMON GROUND SHOWN ON THIS PLAT HAS BEEN CONVEYED FOREVER TO THE ARBORS AT KEHRS MILL HOMEOWNERS' ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, BY GENERAL WARRANTY DEED RECORDED THE ______ DAY OF ______________ 201_ AS DAILY NO. ______________ IN THE ST. LOUIS COUNTY RECORDS.

ALL COMMON GROUND LOCATED IN CUL-DE-SAC ISLANDS OR DIVIDED STREET ISLANDS OR MEDIAN STRIPS, SHALL BE PROHIBITED OF ANY ABOVE GROUND STRUCTURE, OTHER THAN REQUIRED STREET LIGHTS OR OTHER PUBLIC UTILITIES IN ACCORDANCE WITH THE APPROVED IMPROVEMENT PLANS, OR WITHOUT AUTHORIZATION BY THE CITY OF CHESTERFIELD THROUGH THE ISSUANCE OF A SPECIAL USE PERMIT.

THIS SUBDIVISION IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN THE ARBORS AT KEHRS MILL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED ON THE ______ DAY OF ______________ 201_ AS DAILY NO. ______________ IN THE ST. LOUIS COUNTY RECORDS.

A PART OF THIS PLAT (12.7 ACRES AS SHOWN HEREON) IS ENCUMBERED BY THE 1995 "AMENDMENT AND RESTATEMENT OF INDENTURE OF TRUST AND RESTRICTIONS OF PACLAND PLACE" AS RECORDED IN DEED BOOK 10409 PAGE 558 OF THE ST. LOUIS COUNTY RECORDS.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED.

IT IS HEREBY CERTIFIED THAT ALL EXISTING EASEMENTS ARE SHOWN ON THIS PLAT AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS ______ DAY OF ______________ 2015.

ARBORS AT KEHRS MILL, LLC
JHB PROPERTIES, INC. (MEMBER)

____
SIGNATURE

JOHN H. BERRA, JR.
NAME PRINTED

PRESIDENT
POSITION

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

ON THIS ______ DAY OF ______________ 2015, BEFORE ME PERSONALLY APPEARED JOHN H. BERRA, JR., TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF JHB PROPERTIES, INC., A CORPORATION OF THE STATE OF MISSOURI AND MEMBER OF ARBORS AT KEHRS MILL, LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF MISSOURI, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS; AND SAID JOHN H. BERRA, JR. ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION AND 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.

MY COMMISSION EXPIRES: __________

____
NOTARY PUBLIC

PARTIAL RELEASE OF DEED OF TRUST:

WHEREAS, ______________ BY A DEED OF TRUST DATED ______________ 201_ AND RECORDED AS DEED BOOK ________ PAGE ________ OF THE ST. LOUIS COUNTY RECORDS, CONVEYED TO THE TRUSTEE THEREIN NAMED CERTAIN REAL ESTATE TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH; AND WHEREAS, SAID DEED OF TRUST AND NOTE OR NOTES HAS OR HAVE BEEN PARTIALLY PAID AND SATISFIED.

NOW THEREFORE, THE UNDERSIGNED, PRESENT HOLDER AND LEGAL OWNER OF SAID DEED OF TRUST AND NOTE OR NOTES HEREBY JOINS IN AND APPROVES IN EVERY DETAIL THIS SUBDIVISION PLAT OF THE ARBORS AT KEHRS MILL - PLAT 1 AND DOES HEREBY REMISE, RELEASE AND QUITCLAIM UNTO THE PRESENT OWNERS, PART OF THE REAL ESTATE IN SAID DEED OF TRUST DESCRIBED, TO WIT: ALL COMMON GROUND OR COMMON LAND SHOWN ON THIS PLAT AND ALL STREETS, PUBLIC OR PRIVATE, OR ROADWAY EASEMENTS ON THIS PLAT.

TO HAVE AND TO HOLD SAME, WITH ALL APPURTENANCES THERETO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.

IN WITNESS THEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS ______ DAY OF ______________ 2015.

____
SIGNATURE

____
PRINT NAME AND TITLE

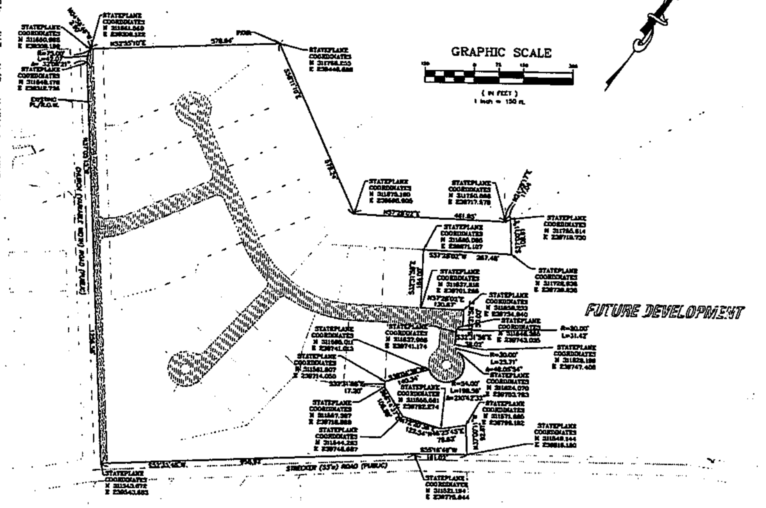
STATE OF MISSOURI)
)SS.
COUNTY OF ST. LOUIS)

ON THIS ______ DAY OF ______________ 2015, BEFORE ME APPEARED ______________ TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE/SHE IS THE ______________ OF ______________, A NATIONAL BANKING ASSOCIATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID ______________ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

IN TESTIMONY WHEREOF, I HAVE HEREWITH SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: ______________

____
NOTARY PUBLIC



LAND DESCRIPTION PLAT 1

[illegible]

OVERALL LAND DESCRIPTION PLATS 1 & 2

[illegible] ... 54 MINUTES 45 SECONDS EAST 75.00 FEET FROM THE LAST MENTIONED POINT, HAVING A CENTRAL ANGLE OF 32 DEGREES 08 MINUTES 21 SECONDS, A DISTANCE OF 42.07 FEET AND NORTH 04 DEGREES 56 MINUTES 46 SECONDS WEST 2.90 FEET TO A POINT IN THE AFORESAID NORTHWEST LINE OF U.S. SURVEY 124; THENCE NORTHEASTWARDLY ALONG SAID NORTHWEST LINE OF U.S. SURVEY 124, BEING ALSO ALONG THE SOUTHEAST LINES OF PROPERTY NOW OR FORMERLY OF ROBERT THOMSON AND WIFE AS DESCRIBED IN DEED RECORDED IN BOOK 4108 PAGE 239 OF THE ST. LOUIS COUNTY RECORDS AND PROPERTY NOW OR FORMERLY CLIFFORD FRAZIER AND WIFE BY DEED RECORDED IN BOOK 3833 PAGE 178 OF THE ST. LOUIS COUNTY RECORDS, NORTH 53 DEGREES 55 MINUTES 10 SECONDS EAST 878.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.055 ACRES, MORE OR LESS ACCORDING TO A LAND DESCRIPTION PROVIDED IN TITLE COMMITMENT FILE NUMBER 1205833 AND A SURVEY BY THE STERLING COMPANY DURING MARCH, 2013, UNDER ORDER NUMBER 12-06-154.

CITY CERTIFICATE

THIS IS TO CERTIFY THAT THE RECORD PLAT OF ARBORS AT KEHRS MILL PLAT 1 WAS APPROVED BY THE CITY COUNCIL FOR THE CITY OF CHESTERFIELD BY ORDINANCE NO. ________ ON THE ______ DAY OF ______________ 20____ AND THEREBY AUTHORIZES THE RECORDING OF THIS RECORD PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

______________________ BOB NATION, MAYOR
______________________ VICKIE HAAS, CITY CLERK

STATEMENT OF STATE PLANE COORDINATE TIE:

TITLE NOTES FOR OVERALL DEVELOPMENT (PLATS 1 AND 2)

FOR EASEMENTS, THE STERLING COMPANY HAS USED, EXCLUSIVELY, A TITLE POLICY ISSUED THROUGH OLD REPUBLIC TITLE COMPANY OF ST. LOUIS, INC. AS AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH FILE NUMBER 1205833 AND A POLICY DATE OF OCTOBER 2, 2014. THE NOTES REGARDING SCHEDULE B OF POLICY ARE AS FOLLOWS:

ITEMS 1-4: GENERAL EXCEPTIONS WITH NO COMMENT BY SURVEYOR.

ITEM 5: RESTRICTIONS AND CONDITIONS CONTAINED IN INSTRUMENT(S) RECORDED IN: BOOK 6823 PAGE 1665 AS AMENDED BY INSTRUMENT RECORDED IN BOOK 8994 PAGE 1382 AND AS AMENDED AND RESTATED BY INSTRUMENT RECORDED IN BOOK 10409 PAGE 558. (THESE INSTRUMENTS ONLY AFFECT A 12.7 ACRE PORTION OF THE PROPERTY AS SHOWN AND DEPICTED ON THAT CERTAIN ALTA SURVEY OF THE PROPERTY PREPARED BY STERLING CO. AS JOB NO. 12-06-154 DATED SEPTEMBER 30, 2014.

ITEM 6: EASEMENTS CONTAINED IN INSTRUMENT(S) RECORDED IN: PLAT BOOK 202 PAGE 4. PLAT AFFECTS SUBJECT PROPERTY IN THE AREAS NOTED AND SHOWN HEREON. PLAT BOOK 202 PAGE 4 CREATES AN INGRESS/EGRESS EASEMENT ACROSS SUBJECT PROPERTY FOR THE BENEFIT OF THE OWNER OF LOT "D" OF MCKENNA PACLAND LAKE SUBDIVISION (P.B. 187, PG. 70). EASEMENTS CREATED IN PLAT BOOK 202, PAGE 4 ARE NOTED AND SHOWN HEREON.

ITEM 7: EASEMENT GRANTED BUTLER HILL SEWER CO. ACCORDING TO THE INSTRUMENT RECORDED IN BOOK 6360 PAGE 1350. AFFECTS SUBJECT PROPERTY IN THE AREA NOTED AND SHOWN HEREON.

ITEM 8: EASEMENT GRANTED SOUTHWESTERN BELL TELEPHONE ACCORDING TO THE INSTRUMENT RECORDED IN BOOK 8381 PAGE 1172 AND BOOK 8389 PAGE 1000. BOOK 8381 PAGE 1172 AND BOOK 8389 PAGE 1000 AFFECT SUBJECT PROPERTY IN THE AREAS NOTED AND SHOWN HEREON.

ITEM 9: EASEMENT GRANTED METROPOLITAN ST. LOUIS SEWER DISTRICT ACCORDING TO THE INSTRUMENT RECORDED IN BOOK 7368 PAGE 1581 (THE TEMPORARY PORTION OF SAID EASEMENT HAS EXPIRED), BOOK 7376 PAGE 1802 (THE TEMPORARY PORTION OF SAID EASEMENT HAS EXPIRED) AND BOOK 9049 PAGE 2001. BOOK 7368 PAGE 1581, BOOK 7376 PAGE 1802 AND BOOK 9049 PAGE 2001 AFFECT SUBJECT TRACT IN THE AREAS NOTED AND SHOWN HEREON.

ITEM 10: EASEMENT GRANTED ST. LOUIS COUNTY ACCORDING TO THE INSTRUMENT RECORDED IN BOOK 6115 PAGE 1287. AFFECTS SUBJECT PROPERTY IN THE AREA NOTED AND SHOWN HEREON. EASEMENT IS FOR INSTALLATION AND MAINTENANCE OF SEWER AND DRAINAGE FACILITIES.

ITEM 11: EASEMENT GRANTED LACLEDE GAS CO. ACCORDING TO THE INSTRUMENT RECORDED IN BOOK 6497 PAGE 663. AFFECTS SUBJECT PROPERTY IN THE AREA NOTED AND SHOWN HEREON.

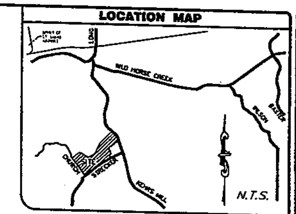
ITEM 12: CONTRACT FOR SANITARY SEWER MAINTENANCE WITH BUTLER HILL SEWER CO. ACCORDING TO INSTRUMENT RECORDED IN BOOK 6380 PAGE 198. AGREEMENT BETWEEN BUTLER HILL SEWER COMPANY AND ST. MARY'S INSTITUTE OUTLINES PROVISIONS AND CONDITIONS FOR SANITARY SEWER TRUNK LINE INSTALLATION AND MAINTENANCE. BUTLER HILL SEWER COMPANY HAS SUBSEQUENTLY BEEN ACQUIRED BY MSD AND THE ENTIRE SUBJECT PROPERTY IS NOW WITHIN THE MSD SERVICE AREA AND SUBJECT TO REQUIREMENTS AND RESTRICTIONS OF MSD WHICH SUPERCEDES THIS AGREEMENT WITH BUTLER HILL SEWER COMPANY.

ITEM 13: 50' PRIVATE ROAD EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES ACCORDING TO INSTRUMENT RECORDED IN BOOK 10141 PAGE 1480. AFFECTS SUBJECT TRACT IN THE AREA NOTED AND SHOWN HEREON, FOR THE BENEFIT OF THE CURRENT OWNERS OF ADJUSTED LOT 8A AND ADJUSTED LOT B OF "ST. MARY/MCGEE BOUNDARY ADJUSTMENT PLAT" RECORDED IN PLAT BOOK 342, PAGE 7, AND FOR PUBLIC UTILITIES (ST. LOUIS COUNTY, ST. LOUIS COUNTY WATER, LACLEDE GAS COMPANY, UNION ELECTRIC COMPANY, SOUTHWESTERN BELL TELEPHONE COMPANY, METROPOLITAN ST. LOUIS SEWER DISTRICT AND THE CABLE COMPANY).

ITEM 14: EASEMENTS ACCORDING TO EASEMENT PLAT RECORDED IN PLAT BOOK 183 PAGE 58. UTILITY EASEMENTS PER PLAT BOOK 183 PAGE 58 (DEDICATED TO UNION ELECTRIC COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY) ARE NOTED AND SHOWN HEREON.

ITEM 15: THIS TRACT IS SUBJECT TO THE TERMS AND PROVISIONS OF ORDINANCE NO. 2771, OF THE CITY OF CHESTERFIELD AND SITE DEVELOPMENT PLAN RECORDED IN PLAT BOOK 342 PAGE 283.

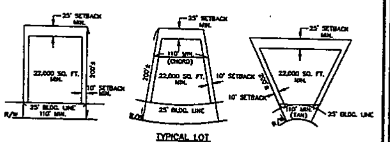
LOCATION MAP



LEGEND

- PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS) - (5/8" IRON ROD W/ ALUMINUM CAP 24" IN LENGTH)
- SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS) - (1/2" IRON ROD W/ PLASTIC CAP 18" IN LENGTH)
- EXISTING PERMANENT MONUMENT
- EXISTING SEMI-PERMANENT MONUMENT
- C.G. = COMMON GROUND

NOTE: MONUMENTS TO BE SET WITHIN 1 YEAR OF THE RECORDING OF THIS PLAT. FRONT LOT CORNERS WILL BE MONUMENTED BY CROSSES CUT IN THE CENTERLINE OF STREETS, OR ON THE CURB, ON THE EXTENSION OF THE CORRESPONDING LOT LINE.



TYPICAL LOT
NOT TO SCALE

SURVEYOR'S NOTES

1. THIS PLAT CONTAINS 27.055 ACRES, MORE OR LESS.
2. BASIS OF BEARINGS: PLAT OF "ST. MARY'S INSTITUTE LOT SPLIT PLAT" AS RECORDED IN PLAT BOOK 355, PAGE 437-438 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.
3. SOURCE OF RECORD TITLE: GENERAL WARRANTY DEED TO CATHOLIC CEMETERIES OF THE ARCHDIOCESE OF ST. LOUIS AS RECORDED IN DEED BOOK 15801, PAGE 448 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.
4. BEARINGS AND DISTANCES ARE RECORD AND SURVEYED UNLESS NOTED OTHERWISE.
5. THE PROFESSIONAL WHOSE SEAL AND SIGNATURE APPEARS BELOW ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO) ANY RESPONSIBILITY FOR PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT FOR WHICH THIS PAGE REFERS.
5. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (UNSHADED), FLOOD ZONE "X" (SHADED), FLOOD ZONE "AE" AND FLOOD ZONE "AE" (FLOODWAY) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR ST. LOUIS COUNTY AND INCORPORATED AREAS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP NUMBER 29189C0138H EFFECTIVE AUGUST 2, 1995. FLOOD ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN. FLOOD ZONE "X" (SHADED) IS DEFINED AS AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. ZONE "AE" IS DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD, BASE ELEVATIONS DETERMINED. ZONE "AE" (FLOODWAY) IS DEFINED AS FLOODWAY AREAS WITHIN ZONE "AE".
6. THE CURRENT ZONING CLASSIFICATION IS P.U.D. - PLANNED UNIT DEVELOPMENT

PROJECT / SITE BENCHMARK:

ST. LOUIS COUNTY BENCHMARK
BENCH MARK: 12-170: ELEVATION 483.60 (NGVD 29)
"STANDARD ALUMINUM DISK" STAMPED SL-37, 1990. DISK IS SET ALONG THE NORTH SIDE OF STRECKER ROAD NEAR THE SOUTHERLY CORNER OF THE ATHLETIC FIELD OF (LINDA VISTA MONTESSORI CATHOLIC SCHOOL) [GODDARD SCHOLL 1633 KEHRS MILL ROAD]. APPROXIMATELY 0.1 MILE WEST OF THE INTERSECTION OF KEHRS MILL ROAD AND STRECKER ROAD. (OFFICE ESTIMATE 38°38'32.88"N 90°36'49.28"W)

SURVEYOR'S CERTIFICATE

ORDER NUMBER: 12-06-154
THE STERLING COMPANY
5055 NEW BAUMGARTNER ROAD,
ST. LOUIS, MO 63129 (314) 487-0440

THIS IS TO CERTIFY THAT WE HAVE, BY ORDER OF ARBORS AT KEHRS MILL, LLC, DURING THE MONTH OF MARCH 2013, MADE A SURVEY OF A TRACT OF LAND BEING LOT 1 OF ST. MARY'S INSTITUTE LOT SPLIT AS RECORDED IN PLAT BOOK 355 PAGES 437 AND 438 OF THE ST. LOUIS COUNTY MISSOURI RECORDS; LYING PARTLY IN U.S. SURVEY 124, TOWNSHIP 45 NORTH - RANGE 3 EAST AND TOWNSHIP 45 NORTH - RANGE 4 EAST, IN U.S. SURVEY 886 AND FRACTIONAL SECTION 18, TOWNSHIP 45 NORTH - RANGE 4 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI AND HAVE SUBDIVIDED SAID TRACT IN THE MANNER SHOWN HEREON. THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, MEETS THE "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (10 CSR 30-2 AND 20 CSR 30-16, EFFECTIVE AT THE DATE OF THIS SURVEY) AS AN "URBAN PROPERTY".

IN WITNESS WHEREOF, IT HAS SIGNED AND SEALED THE FOREGOING THIS ______ DAY OF ______________ 2015.

THE STERLING COMPANY
MO REG. 307-D

RECEIVED
Apr 03 2015

____
JAMEY A. HENSON, PLS
MO REG. L.S. #2007017963

PREPARED FOR:
Arbors at Kehrs Mill LLC
5091 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-5617

PREPARED BY:
THE STERLING CO.
ENGINEERS & SURVEYORS
5055 NEW BAUMGARTNER ROAD
ST. LOUIS, MISSOURI 63129

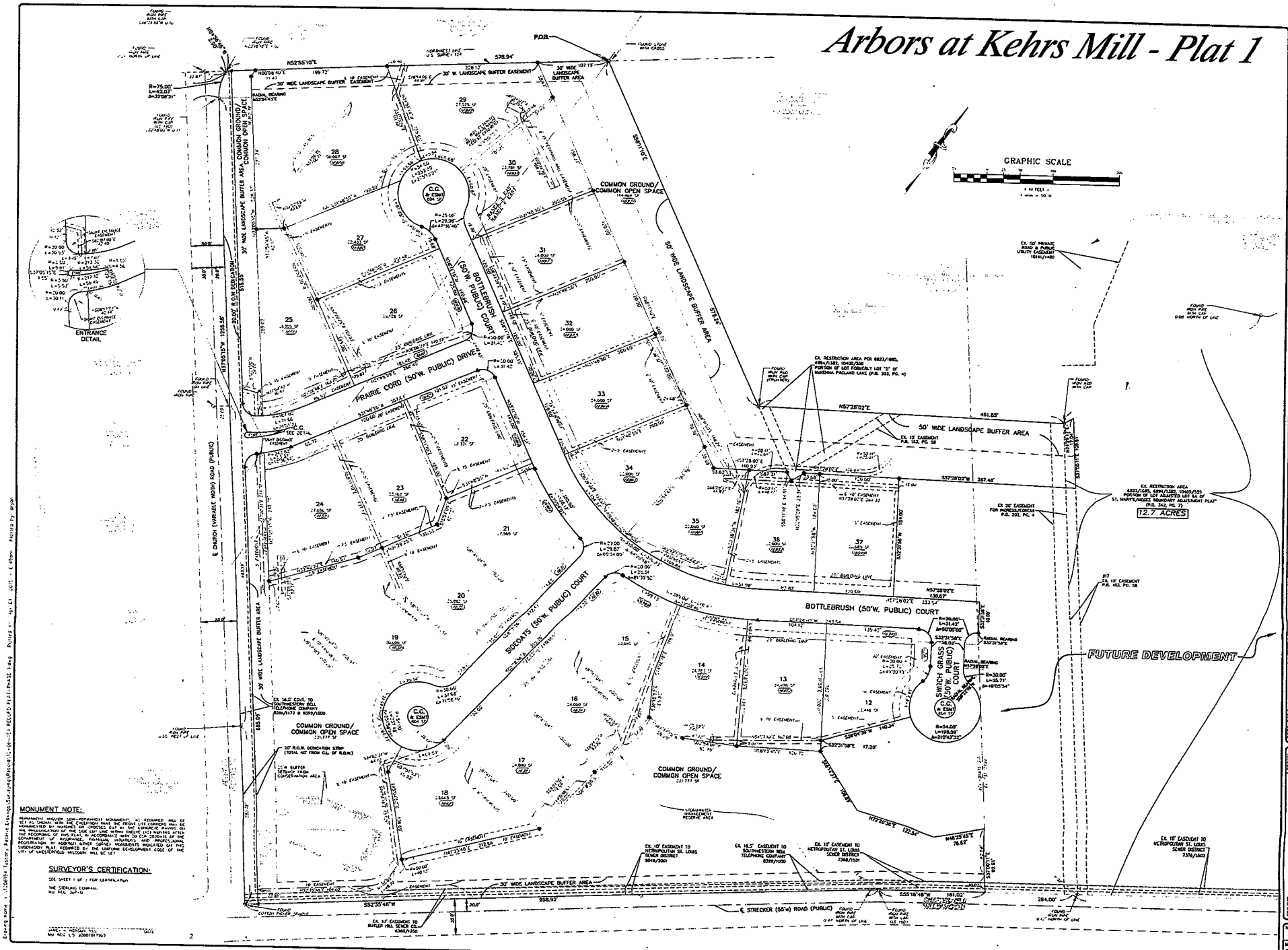
DRAWN: M.T.G.
DESIGNED:
CHECKED:

PROJECT: ARBORS AT KEHRS MILL PLAT 1

NO. 12 06 154
SHEET 1 OF 2

Drawing name: V:\1206154 Tuscany Reserve\Drawings\Surveying\Record\12-06-154 RECORD PLAT-PHASE 1.dwg Plotted on: Apr 01, 2015 - 6:45am Plotted by: dryan

Arbors at Kehrs Mill - Plat 1



MONUMENT NOTE:

SURVEYOR'S CERTIFICATION:

ISSUE	REMARKS/DATE
1	11/05/14 CHESTERFIELD COMMENTS
2	12/10/14 CHESTERFIELD COMMENTS
3	01/20/15 CHESTERFIELD COMMENTS
4	02/09/15 CHESTERFIELD COMMENTS
5	03/09/15 CHESTERFIELD COMMENTS
6	03/20/15 CHESTERFIELD COMMENTS
7	03/31/15 CHESTERFIELD COMMENTS

PREPARED FOR:
Arbors at Kehrs Mill, LLC
5091 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-5617

PREPARED BY:
THE STERLING CO.
ENGINEERS & SURVEYORS
5055 NEW BAUMGARTNER ROAD
ST. LOUIS, MISSOURI 63129
(314) 487-0400 FAX 487-8944

DRAWN: M.T.G.
DESIGNED:
CHECKED:

PROJECT: ARBORS AT KEHRS MILL PLAT 1

SHEET TITLE: RECORD PLAT

NO. 12 06 154
M.S.D.
SHEET 2 OF 2

RECEIVED
City of Chesterfield
MAR 11 2015
Department of Public Services

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by Arbors at Kehrs Mill, 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 1) 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 million three hundred seventy thousand six hundred sixty-five dollars & sixty-six cent DOLLARS ($1,370,665.66), 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 CONSTRUCTION DEPOSIT in the amount of One million three hundred seventy thousand six hundred sixty-five dollars & sixty-six cents, DOLLARS ($1,370,665.66) 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 1) 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 ____ day of _____, 20____.

ATTEST: (SEAL)

Type Name: Al Hicks
Title: Vice-President of JHB Properties, Inc.; a member

DEVELOPER: Arbors at Kehrs Mill, LLC

BY: _____
Type Name: John H. Berra, Jr
Title: President of JHB Properties, Inc.; a member

Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)

Type Name: Elaine Bayko
Title: Exec Asst

ESCROW HOLDER: Midwest Bank Centre

BY: _____
Type Name: Chris Rife
Title: Vice President

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

CITY OF CHESTERFIELD, MISSOURI

BY _____
Planning and Development Services Director

ATTEST: (SEAL)

City Clerk

APPROVED:

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)
) SS
COUNTY OF ST. LOUIS)

On this 25th day of February, 2015, before me appeared Chris Rife, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President (title) of Mid west BankCentre (name of bank), a _____ (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 Officer (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.

Karen F. Giljum
Notary Public

My Commission Expires: 10-18-2018

Karen F. Giljum
Notary Public - Notary Seal
STATE OF MISSOURI
Jefferson County
My Commission Expires: October 18, 2018
Commission #14427464

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 23rd day of February, 2015, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of JHB Properties, Inc.; a member of Arbors at Kehrs Mill, 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), John H. Berra, Jr. (name) as President of JHB Properties, Inc.; a 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 23rd day of February, 2015.

Susan C Lauman
Notary Public

My Commission Expires:

May 20, 2016

SUSAN E. LAUMAN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: 05/20/2016
Commission # 12486954

EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Arbors at Kehrs Mill
PLAT: 1
SUBDIVISION CODE: 305
NO. LOTS: 44
DATE OF PLAT APPROVAL:

DEVELOPER: Arbors at Kehrs Mill LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			$349,890.97	$0.00 $0.00 $0.00	0	$349,890.97	100
SIDEWALKS			$3,724.60	$0.00 $0.00 $0.00	0	$3,724.60	100
STORM SEWER Original escrow established at 90% of cost			$504,384.41	$0.00 $0.00 $0.00	0	$504,384.41	100
SAN. SEWER Original escrow established at 90% of cost			$126,513.29	$0.00 $0.00	0	$126,513.29	100
DETENTION			$18,177.50	$0.00 $0.00 $0.00	0	$18,177.50	100
GRADING			$10,776.70	$0.00 $0.00 $0.00	0	$10,776.70	100
EROSION CONTROL			$11,321.20	$0.00 $0.00 $0.00	0	$11,321.20	100
SILTAT'N CONTROL			$5,882.80	$0.00 $0.00 $0.00	0	$5,882.80	100
MONUMENTS			$16,302.00	$0.00 $0.00	0	$16,302.00	100
STREET LIGHTS			$6,776.00	$0.00 $0.00	0	$6,776.00	100
STREET SIGNS			$1,082.40	$0.00 $0.00	0	$1,082.40	100
WATER MAINS			$266,718.60	$0.00 $0.00	0	$266,718.60	100
COMMON GR. SEED			$15,371.60	$0.00 $0.00	0	$15,371.60	100

CONSTRUCTION DEPOSIT

SUBDIVISION: Arbors at Kehrs Mill
PLAT: 1

DEVELOPER: Arbors at Kehrs Mill LLC

ISLAND SODDING	$1,960.20	$0.00 $0.00	0	$1,960.20	100
RETAINING WALL	$15,785.00	$0.00 $0.00	0	$15,785.00	100
FENCE	$2,248.40	$0.00 $0.00	0	$2,248.40	100
LOMR	$13,750.00	$0.00 $0.00	0	$13,750.00	100
TOTALS	$1,370,665.66	$0.00	0	$1,370,665.66	100

City of Chesterfield

MAR 11 2015

Public Services

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by Arbors at Kehrs Mill, 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 1) 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 One hundred forty-two thousand six hundred ninety-four dollars & fifty-three cents DOLLARS ($142,694.53), 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 One hundred forty-two thousand six hundred ninety-four dollars & fifty-three cents DOLLARS ($142,694.53), 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 The Arbors at Kehrs Mill (Plat 1) 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 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 ____ day of _____, 20____ A.D.

ATTEST: (SEAL)

Type Name: Al Hicks
Title: Vice-President of JHB Properties, Inc.; a member

DEVELOPER: Arbors at Kehrs Mill, LLC

BY: _____
Type Name: John H. Berra, Jr
Title: President of JHB Properties, Inc.; a member

Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)

Name: _____
Title: _____

CREDIT HOLDER: Midwest Bank Centre

BY: _____
Name: Chris Pike
Title: Vice 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)
) SS
COUNTY OF ST. LOUIS)

On this 25th day of February, 20 15, before me appeared Chris Rife, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President (title) of Midwest BankCentre (name of bank), a _____ (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 Officer (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.

Karen F. Giljum
Notary Public

My Commission Expires: 10-18-2018

Karen F. Giljum
Notary Public - Notary Seal
STATE OF MISSOURI
Jefferson County
My Commission Expires: October 18, 2018
Commission #14427464

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 23rd day of February, 2015, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of President of JHB Properties, Inc.; a member, 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), John H. Berra, Jr. (name) as President of JHB Properties, Inc; a 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 23rd day of February, 2015.

Susan C Lauman
Notary Public

My Commission Expires:

May 20, 2016

SUSAN E. LAUMAN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: 05/20/2016
Commission # 12486954

MAINTENANCE DEPOSIT

SUBDIVISION: Arbors at Kehrs Mill
PLAT: 1
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	$34,989.10			$34,989.10
SIDEWALKS	$372.46			$372.46
STORM SEWER	$56,037.11			$56,037.11
SAN. SEWER	$14,055.63			$14,055.63
DETENTION	$1,817.75			$1,817.75
GRADING	$1,077.67			$1,077.67
EROSION CONTROL	$1,132.12			$1,132.12
SILTAT'N CONTROL	$588.28			$588.28
MONUMENTS	$1,630.20			$1,630.20
STREET LIGHTS	$677.60			$677.60
STREET SIGNS	$108.24			$108.24
WATER MAINS	$26,671.86			$26,671.86
COMMON GR. SEED	$1,537.16			$1,537.16
ISLAND SODDING	$196.02			$196.02
RETAINING WALL	$1,578.50			$1,578.50
FENCE	$224.84			$224.84
TOTALS	$142,694.53		$0.00	$142,694.53