

BILL NO. 3124

ORDINANCE NO. 2929

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT WILMAS FARM PLAT 1, A 39.88 ACRE TRACT OF LAND ZONED "PUD" PLANNED UNIT DEVELOPMENT DISTRICT LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION OF LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT.

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

WHEREAS, the purpose of said Record Plat is to subdivide a 39.88 acre tract of land into thirty-one (31) 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 CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Record Plat for the Arbors at Wilmas Farm 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 5TH day of December, 2016,
2016.

Bob Nation
PRESIDING OFFICER

Bob Nation
Bob Nation, MAYOR

ATTEST:
Vickie Hass
Vickie Hass, CITY CLERK

FIRST READING HELD: 12/05/2016

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED, OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FORGOING 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 "THE ARBORS AT WILMAS FARM PLAT ONE"...

PERMANENT SIGHT DISTANCE EASEMENTS LABELED AS "SIGHT DISTANCE EASEMENT" ON THIS PLAT 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...

THE ARBORS AT WILMAS FARM 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-0030636-00)...

THE BUFFER/PRESERVATION 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 BUFFER/PRESERVATION 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 WILMAS FARM HOMEOWNERS' ASSOCIATION.

THE GREENSPACE PRESERVATION AREA, AS SHOWN HEREON, IS ESTABLISHED AS PROTECTED AREAS FOR EXISTING HEALTHY TREES, VEGETATION, STREAM CORRIDORS, SOIL GRADE AND ANY EXISTING OR ADDITIONAL LANDSCAPE PLANTINGS THAT ARE TO BE PERMANENTLY PROTECTED AND PRESERVED. DISTURBANCE OF ANY TYPE INCLUDING BUT NOT LIMITED TO CLEARING, GRADING, EXCAVATION AND CONSTRUCTION IS NOT PERMITTED EXCEPT AS APPROVED BY THE CITY OF CHESTERFIELD.

THE EASEMENTS LABELED PEDESTRIAN TRAIL EASEMENT, LABELED AS "PEDESTRIAN TRAIL EASEMENT" ON THIS PLAT ARE HEREBY DEDICATED TO THE ARBORS AT WILMAS FARM HOMEOWNERS' ASSOCIATION FOR THE RIGHT TO USE, IMPROVE, CONSTRUCT, REPAIR AND MAINTAIN TRAILS LOCATED WITHIN SAID EASEMENTS. MAINTENANCE OF THE TRAILS LOCATED WITHIN SAID EASEMENTS ARE THE RESPONSIBILITY OF THE ARBORS AT WILMAS FARM HOMEOWNERS' ASSOCIATION. THE TRAIL EASEMENTS AND TRAILS INSTALLED THEREON ARE PRIVATE AND SHALL ONLY BE USED BY THE OWNERS OF LOTS (AND THEIR INVITEES AND GUESTS) WITHIN THE ARBORS AT WILMAS FARM.

THE 8 FOOT WIDE SIDEWALK EASEMENT LOCATED WITHIN THE NORTHERN COMMON GROUND AND THE FUTURE DEVELOPMENT AREA ADJACENT TO WILDHORSE CREEK ROAD IS HEREBY DEDICATED TO THE CITY OF CHESTERFIELD FOR PUBLIC USE FOREVER.

THE 20 FOOT WIDE PEDESTRIAN TRAIL EASEMENT & ACCESS EASEMENT LOCATED ON LOTS 37 AND 38 IS HEREBY GRANTED TO THE CITY OF CHESTERFIELD AND THE ARBORS AT WILMAS FARM HOMEOWNERS' ASSOCIATION, THEIR SUCCESSORS AND/OR ASSIGNS FOR THE RIGHT OF INGRESS AND EGRESS TO THE COMMON GROUND FOR MAINTENANCE PURPOSES.

THE 30 FOOT WIDE CROSS-CROSS EASEMENT LOCATED WITHIN THE COMMON GROUND TO THE WEST OF WILMAS FARM (50W) DRIVE NEAR THE NORTHWESTERN CORNER OF THE ARBORS AT WILMAS FARM PLAT ONE SUBDIVISION IS HEREBY GRANTED TO THE OWNERS OF LOT 2 OF MARY SCHAEFFER ESTATE ADJUSTMENT, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 352, PAGE 809 OF THE ST. LOUIS COUNTY RECORDS, AND THEIR SUCCESSORS AND ASSIGNS FOR THE RIGHT, PRIVILEGE AND EASEMENT TO USE AS A PRIVATE DRIVE AND ROAD FOR INGRESS AND EGRESS PURPOSES. DRIVEWAY/ROADWAY LOCATED WITHIN SAID EASEMENT IS TO BE MAINTAINED BY THE CURRENT AND FUTURE OWNERS OF SAID LOT 2 OF MARY SCHAEFFER ESTATE ADJUSTMENT.

THE PRIVATE STORM SEWER EASEMENT LOCATED ON LOT 32 IS HEREBY DEDICATED TO THE ARBORS AT WILMAS FARM HOMEOWNERS' ASSOCIATION FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING, AND REPAIRING A PRIVATE STORM SEWER LINE, 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 COMMON GROUND SHOWN ON THIS PLAT HAS BEEN CONVEYED FOREVER TO THE ARBORS AT WILMAS FARM HOMEOWNERS' ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, BY GENERAL WARRANTY DEED RECORDED THE DAY OF _____, 2016 AS DAILY NO. _____ IN THE ST. LOUIS COUNTY RECORDS.

NO ABOVE GROUND STRUCTURE, OTHER THAN REQUIRED STREET LIGHTS OR OTHER PUBLIC UTILITIES IN ACCORDANCE WITH THE APPROVED IMPROVEMENT PLANS MAY BE CONSTRUCTED OR INSTALLED WITHIN A CUL-DE-SAC ISLAND, DIVIDED STREET ISLAND, OR MEDIAN STRIP, WITHOUT AUTHORIZATION AND APPROVAL BY THE CITY OF CHESTERFIELD THROUGH THE ISSUANCE OF A SPECIAL USE PERMIT.

THE ARBORS AT WILMAS FARM HOMEOWNERS' ASSOCIATION MAY ERECT SUBDIVISION SIGN/MONUMENTS AND LANDSCAPING WITHIN THE COMMON GROUND AREA(S) AS SHOWN ON THIS PLAT LABELED AS "ENTRANCE MONUMENT AREA", WHICH SHALL BECOME THE MAINTENANCE RESPONSIBILITY OF THE ARBORS AT WILMAS FARM HOMEOWNERS' ASSOCIATION, AND ITS SUCCESSORS AND ASSIGNS.

THIS SUBDIVISION IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN THE ARBORS AT WILMAS FARM DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED ON THE DAY OF _____, 2016 AS DAILY NO. _____ IN 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 OR NOTED ON THIS PLAT AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2016.

WILMAS FARM, LLC
JHB PROPERTIES, INC. (MEMBER)

By: JOHN H. BERRA, JR.
PRESIDENT

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

ON THIS _____ DAY OF _____, 2016, BEFORE ME PERSONALLY APPEARED _____ TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE _____ OF WILMAS FARM, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON 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.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
CITY OF CHESTERFIELD

THIS IS TO CERTIFY THAT THE RECORD PLAT OF ARBORS AT WILMAS FARM PLAT ONE WAS APPROVED BY THE CITY COUNCIL FOR THE CITY OF CHESTERFIELD BY ORDINANCE NO. _____ ON THE _____ DAY OF _____, 2016 AND THEREBY AUTHORIZES THE RECORDING OF THIS RECORD PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

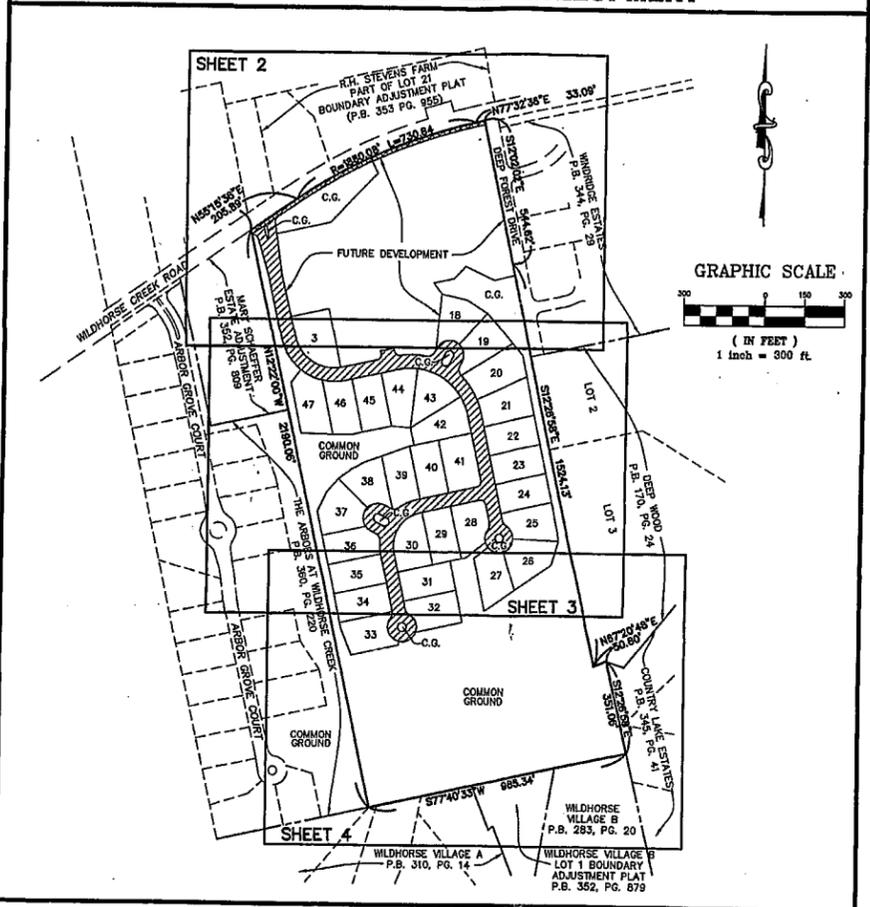
RECORDER OF DEEDS

BOB NATION, MAYOR VICKIE HASS, CITY CLERK

THE ARBORS AT WILMAS FARM PLAT ONE

A TRACT OF LAND BEING PART OF LOT 21 OF R.H. STEVENS FARM RECORDED IN PLAT BOOK 7 PAGE 37 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS, LOCATED IN U.S. SURVEYS 122, 150, 102 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI ("PUD" PLANNED UNIT DEVELOPMENT (ORDINANCE 2869))

SHEET INDEX - OVERALL DEVELOPMENT



- LEGEND: PERMANENT MONUMENT (IN ACCORDANCE WITH MO MINIMUM STANDARDS) (8" x 1" ROD W/ ALUMINUM CAP), SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MO MINIMUM STANDARDS) (1/2" IRON W/ PLASTIC CAP), COMMON GROUND, EASEMENT, FND. FOUND, PAVT. PAVEMENT, BLDG. BUILDING, ADDRESS, FOUND CROSS, FOUND ANCHOR, BENCHMARK.

GENERAL NOTES:

- 1. THE PROFESSIONAL WHOSE ORIGINAL SIGNATURE AND PERSONAL SEAL APPEARS ON THIS DRAWING, ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS DRAWING AND DISCLAIMS (PERSUANT TO INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT TO WHICH THIS DRAWING REFERS.
2. THIS PLAT CONTAINS 1,237,395 SQUARE FEET (28.8851 ACRES), MORE OR LESS, AND 31 LOTS.
3. BASIS OF BEARINGS: "THE ARBORS AT WILMAS FARM" RECORDED IN PLAT BOOK 350, PAGE 220 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.
4. SOURCE OF RECORD TITLE: WARRANTY DEED GRANTED TO WILD HORSE CREEK FARM INVESTMENTS, LP, RECORDED IN DEED BOOK 11410 PAGE 1565 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.
5. PERMANENT MONUMENTS WILL BE SET WITHIN ONE YEAR FROM DATE OF RECORDING OR WHEN FINAL GRADING IS COMPLETE. SEMI-PERMANENT MONUMENTS FOR LOT CORNERS WILL BE SET IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS WITHIN ONE YEAR FROM DATE OF RECORDING OR WHEN PAVEMENT IS INSTALLED.
6. BEARINGS AND DISTANCES ARE BOTH RECORDED AND SURVEYED UNLESS NOTED OTHERWISE.
7. SUBJECT TRACT IS LOCATED IN FLOOD ZONE "X" (UNSHADED), EXCEPT THOSE AREAS IDENTIFIED HEREON IN FLOOD ZONE "X" (SHADED), FLOOD ZONE "AE" AND FLOOD ZONE "AF" (FLOODWAY) ACCORDING TO NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR ST. LOUIS COUNTY, MISSOURI AND INCORPORATED AREAS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP NUMBER 25180201A, 2016. ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. ZONE "X" (SHADED) IS DEFINED AS AREAS OF 500-YEAR FLOOD AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. ZONE "AE" IS DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDAED BY THE 100-YEAR FLOOD, BASE FLOOD ELEVATIONS DETERMINED. ZONE "AF" (FLOODWAY) IS DEFINED AS FLOODWAY AREAS IN ZONE AE.
8. SUBJECT TRACT IS APPROXIMATELY 2,000 FEET FROM THE SPIRIT OF ST. LOUIS AIRPORT RUNWAY 26L AND THEREFORE AIRCRAFT NOISE WILL BE NOTICEABLE AT THE SITE ON A DAILY BASIS.
9. FOR EASEMENTS, THE STERLING COMPANY HAS USED, EXCLUSIVELY, A TITLE COMMITMENT BY TITLE PARTNERS AGENCY, LLC, AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH FILE NUMBER KEE-16-168116 REVISION NO. 6 WITH AN EFFECTIVE DATE OF JULY 15, 2016 AT 6:00 AM. THE NOTES REGARDING SCHEDULE B, SECTION 9 OF ABOVE COMMITMENT ARE AS FOLLOWS:
ITEMS 1-6: GENERAL EXCEPTIONS OR INTENTIONALLY DELETED WITH NO COMMENT BY SURVEYOR.
ITEM 7: PROPERTY LINES ESTABLISHED BY PLAT OF R.H. STEVENS FARM RECORDED IN PLAT BOOK 7 PAGE 37 OF THE RECORDS OF THE CITY OF ST. LOUIS, AFFECTS THE SUBJECT PROPERTY. NOT SHOWN - NO SURVEY-RELATED PROVISIONS ARE LISTED ON THE PLAT.
ITEM 8: EASEMENT FOR WATER PIPE GRANTED TO ST. LOUIS COUNTY WATER COMPANY BY THE INSTRUMENT RECORDED IN BOOK 892 PAGE 1600. THIS EASEMENT IS LOCATED ON THE SUBJECT PROPERTY AND AFFECTS THE SUBJECT PROPERTY AS SHOWN.
ITEM 9: EASEMENT GRANTED TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT BY THE INSTRUMENT RECORDED IN BOOK 8495 PAGE 1237. THIS EASEMENT IS LOCATED ON THE SUBJECT PROPERTY AND AFFECTS THE SUBJECT PROPERTY AS SHOWN.
ITEM 10: DEDICATION OF SEWER SYSTEMS TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT, ACCORDING TO INSTRUMENT RECORDED IN BOOK 10281 PAGE 1983. AFFECTS THE SUBJECT PROPERTY. NOT SHOWN - NOT A SURVEY-RELATED ITEM.
ITEM 11: INTENTIONALLY DELETED.
ITEM 12: ANY CLAIM OR ADVERSE MATTER ARISING BY VIRTUE OF: (A) ANY PAST OR FUTURE CHANGE IN THE WILD HORSE CREEK WHICH RUNS THROUGH THE LAND. (B) RIGHTS OF THE UPPER OR LOWER RIPARIAN OWNERS IN AND TO THE FREE AND UNOBSTRUCTED FLOW OF WATER OF SAID BODY OF WATER. NO COMMENT BY SURVEYOR.
ITEMS 13-14: INTENTIONALLY DELETED.

PROPERTY DESCRIPTION (PLAT ONE):

A TRACT OF LAND BEING PART OF LOT 21 OF R.H. STEVENS FARM RECORDED IN PLAT BOOK 7 PAGE 37 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS, LOCATED IN U.S. SURVEYS 122, 150, 102 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

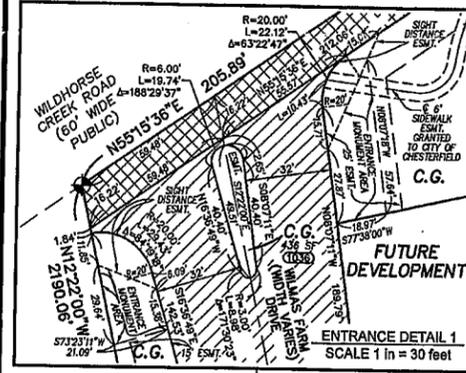
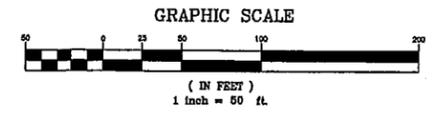
BEGINNING AT AN IRON PIPE FOUND FOR THE NORTHEAST CORNER OF LOT 2 MARY SCHAEFFER ESTATE ADJUSTMENT AS RECORDED IN PLAT BOOK 352 PAGE 809 OF THE ABOVE MENTIONED RECORDERS OFFICE, ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF WILDHORSE CREEK (50W) ROAD; THENCE ALONG THE SOUTH LINE OF SAID WILDHORSE CREEK ROAD THE FOLLOWING COURSES, DISTANCES, AND CURVES: NORTH 65°16'38" EAST, 205.89 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 1880.08 FEET, AN ARC LENGTH OF 730.84 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 69°23'48" EAST, 728.26 FEET TO A POINT OF TANGENCY; THENCE NORTH 77°32'36" EAST, 33.09 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WILDHORSE CREEK ROAD AND THE WEST RIGHT OF WAY LINE OF DEEP FOREST (50W) DRIVE; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID DEEP FOREST DRIVE, SOUTH 12°02'02" EAST, 16.00 FEET TO A POINT; THENCE LEAVING SAID WEST RIGHT WEST, 32.98 FEET TO A POINT OF CURVATURE, THENCE CONTINUING PARALLEL TO SAID SOUTH RIGHT OF WAY LINE, AND ALONG AN ARC TO THE LEFT WITH A RADIUS OF 1885.08 FEET, AN ARC LENGTH OF 411.88 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 71°12'21" WEST, 411.04 FEET TO A POINT; THENCE LEAVING SAID PARALLEL ARC AND PROCEEDING ALONG A RADIAL LINE SOUTH 25°07'14" EAST, 60.00 FEET TO A POINT; THENCE PROCEEDING THE FOLLOWING COURSES, DISTANCES, AND CURVES: SOUTH 49°28'07" WEST, 254.87 FEET TO A POINT; SOUTH 11°49'02" EAST, 140.98 FEET TO A POINT; SOUTH 12°22'00" EAST, 6.90 FEET TO A POINT OF CURVATURE; ALONG AN ARC TO THE LEFT WITH A RADIUS OF 1885.08 FEET, AN ARC LENGTH OF 411.88 FEET TO A POINT; SOUTH 12°22'00" EAST, 168.19 FEET TO A POINT; NORTH 77°30'00" EAST, 143.49 FEET TO A POINT; SOUTH 12°22'00" EAST, 60.00 FEET TO A POINT; SOUTH 12°22'00" EAST, 148.21 FEET TO A POINT; NORTH 77°32'36" EAST, 77.33 FEET TO A POINT OF TANGENCY; THENCE ALONG THE WEST RIGHT OF WAY LINE OF WILDHORSE CREEK ROAD AND THE WEST RIGHT OF WAY LINE OF DEEP FOREST (50W) DRIVE, SOUTH 12°02'02" EAST, 16.00 FEET TO A POINT; THENCE LEAVING SAID WEST RIGHT OF WAY LINE AND THE WEST LINE OF SAID DEEP FOREST (50W) DRIVE, SOUTH 12°02'02" EAST, 16.00 FEET TO A POINT; THENCE LEAVING SAID PARALLEL ARC AND PROCEEDING ALONG A RADIAL LINE SOUTH 25°07'14" EAST, 60.00 FEET TO A POINT; 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THE ARBORS AT WILMAS FARM PLAT ONE

A TRACT OF LAND BEING PART OF LOT 21 OF R.H. STEVENS FARM
 RECORDED IN PLAT BOOK 7 PAGE 37 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS,
 LOCATED IN U.S. SURVEYS 122, 150, 102 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST,
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
 ("PUD" PLANNED UNIT DEVELOPMENT (ORDINANCE 2869))

R.H. STEVENS FARM
 PART OF LOT 21
 BOUNDARY ADJUSTMENT PLAT
 (P.B. 353 PG. 955)

EX. 20' EASEMENT TO
 ST. LOUIS COUNTY WATER
 COMPANY D.B. 8392 PG. 1500



STATE PLANE COORDINATES		STATE PLANE COORDINATES			
Point #	NORTHING	EASTING	Point #	NORTHING	EASTING
B	313420.871	238592.256	R	313274.722	238735.482
C	313456.295	238644.049	S	313281.951	238740.177
D	313543.612	238847.440	T	313284.983	238739.537
E	313545.724	238857.300	U	313287.927	238754.486
F	313541.246	238858.225	V	313284.977	238755.113
G	313539.142	238848.397	W	313280.219	238761.898
H	313499.548	238725.645	X	313278.416	238791.349
I	313485.710	238735.928	Y	313284.058	238801.290
J	313429.724	238682.165	Z	313286.637	238802.668
K	313416.815	238821.417	AA	313346.653	238809.859
L	313372.682	238627.427	AB	313362.151	238800.674
M	313323.116	238637.959	AC	313397.145	238824.073
N	313332.207	238680.733	AD	313380.773	238836.885
O	313308.146	238685.897	AE	313365.085	238869.991
P	313266.058	238694.420	AF	313370.147	238893.645
Q	313266.486	238696.728			

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	7.70'	150.00'	N79°06'12"E	7.70'
C2	31.42'	20.00'	N32°38'00"E	28.28'
C3	30.27'	20.00'	S55°43'28"E	27.46'
C4	96.85'	270.00'	S88°48'14"E	96.34'
C5	38.81'	30.00'	N64°38'10"E	36.00'

Line #	Length	Direction
L1	130.00'	N77°38'00"E
L2	10.10'	N12°22'00"W
L3	50.00'	N78°24'50"E
L4	8.90'	S12°22'00"E
L5	9.59'	N27°43'58"E

Line #/Curve #	Length	Direction/Chord	Radius	Chord Length
C1	7.44'	S84°58'05"W	47.00'	7.43'
L2	11.67'	S89°30'11"W		
C2	20.84'	S78°11'03"W	53.00'	20.80'
L4	11.42'	S69°51'55"W		
C5	10.95'	S60°58'47"W	53.00'	10.93'
L6	84.67'	S55°01'40"W		
C7	53.57'	S69°55'43"W	103.00'	52.97'
L8	103.71'	S84°49'46"W		
C9	60.45'	S77°59'08"W	253.00'	60.30'
C10	12.40'	S68°27'09"W	28.00'	12.30'
L11	34.75'	S45°45'52"W		
C12	27.16'	S78°11'23"W	24.00'	25.74'
L13	4.31'	N68°55'53"W		
C14	17.41'	S88°33'28"W	22.00'	16.96'
C15	84.88'	S65°50'19"W	3230.11'	84.98'
L16	84.91'	S65°50'19"W		
C17	6.28'	S60°58'45"W	38.78'	6.28'
C18	82.03'	S56°06'53"W	16622.00'	82.03'
L19	64.52'	S56°06'53"W		
C20	35.37'	S36°59'44"W	53.00'	34.72'
L21	14.00'	S17°52'08"W		
C22	10.45'	S13°24'09"W	67.00'	10.43'
L23	2.22'	S08°56'11"W		
C24	20.03'	S53°04'14"W	13.00'	18.10'
L25	34.07'	N82°47'44"W		

LEGEND
 PERMANENT MONUMENT (IN ACCORDANCE WITH MO MINIMUM STANDARDS) (6" LROD W/ ALUMINUM CAP)
 SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MO MINIMUM STANDARDS) (1/2" LROD W/ PLASTIC CAP)
 C.G. COMMON GROUND
 ESMT. EASEMENT
 FND. FOUND
 P.M.T. PAVEMENT
 BLDG. BUILDING
 ADDRESS
 FOUND CROSS
 FOUND ANCHOR
 BENCHMARK

MARY SCHAEFFER
 ESTATE ADJUSTMENT
 P.B. 352, PG. 809
 LOT 2
 ZONING NU

THE STERLING CO.
 ENGINEERS & SURVEYORS
 5055 New Baumgartner Road
 St. Louis, Missouri 63129
 Ph. 314-487-0440 Fax 314-487-8944
 www.sterling-eng-sur.com

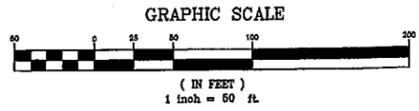
DRAWN BY:	GFS	MSD P# - 0030636-00
CHECKED BY:	JAH	DATE: OCT. 31, 2016
JOB NO.:	15-03-091	THE ARBORS AT WILMAS FARM PLAT ONE

SURVEYOR'S CERTIFICATE:
 SEE SHEET 1 OF 4 FOR CERTIFICATION.
 THE STERLING COMPANY
 NO REG. 307-D
 JAMES A. HENSON
 MISSOURI LAND SURVEYOR
 NUMBER PLS. 5007017963
 10/31/16
 JAMES A. HENSON, PLS.
 MO REG. L.S. #2007017963



THE ARBORS AT WILMAS FARM PLAT ONE

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 LOCATED IN U.S. SURVEYS 122, 150, 102 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST,
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
 ("PUD" PLANNED UNIT DEVELOPMENT (ORDINANCE 2869))



MATCH LINE - SHEET 2 OF 4
 MATCH LINE - SHEET 3 OF 4

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
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C2	31.42'	20.00'	N32°38'00"E	28.28'
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L6	9.59'	N27°43'58"E

MARY SCHAEFFER
 ESTATE ADJUSTMENT
 P.B. 352, PG. 809
 LOT 2
 ZONING NU

Point #	NORTHING	EASTING
P	313266.058	238694.420
Q	313266.486	238696.728
R	313274.722	238735.482
S	313281.651	238740.177
T	313284.963	238739.537
U	313287.927	238754.486
V	313284.977	238755.113
W	313280.218	238761.999
X	313279.418	238781.349
Y	313284.058	238801.290
Z	313289.637	238802.658

DEEP WOOD
 P.B. 170, PG. 24
 LOT 2
 ZONING NU

DEEP WOOD
 P.B. 170, PG. 24
 LOT 3
 ZONING FPNU

- LEGEND**
- ▲ PERMANENT MONUMENT (IN ACCORDANCE WITH MO MINIMUM STANDARDS) (5/8" I ROD W/ ALUMINUM CAP)
 - SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MO MINIMUM STANDARDS) (1/2" I ROD W/ PLASTIC CAP)
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 - BLDG. BUILDING
 - 523 ADDRESS
 - + FOUND CROSS
 - ⊕ FOUND ANCHOR
 - ⊕ BENCHMARK

SURVEYOR'S CERTIFICATE:
 SEE SHEET 1 OF 4 FOR CERTIFICATION.

THE STERLING COMPANY
 MO REG. 307-D



J.A. Henson
 10/31/16
 JAMEY A. HENSON, PLS
 MO REG. L.S. #2007017963

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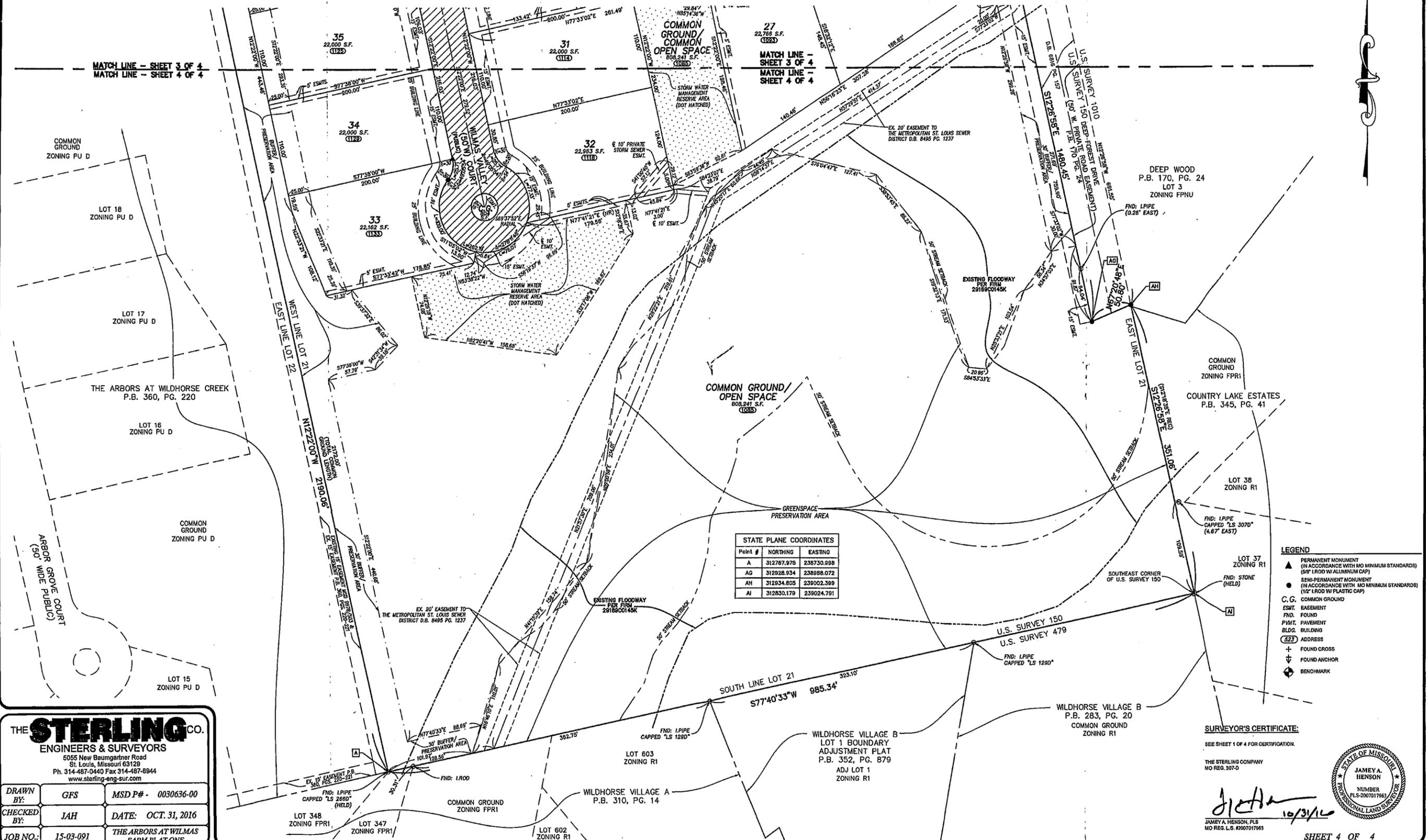
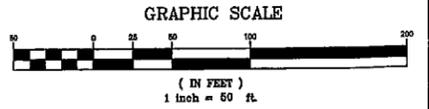
DRAWN BY:	GFS	MSD P# - 0030636-00
CHECKED BY:	JAH	DATE: OCT. 31, 2016
JOB NO.:	15-03-091	THE ARBORS AT WILMAS FARM PLAT ONE

MATCH LINE - SHEET 3 OF 4
 MATCH LINE - SHEET 4 OF 4

MATCH LINE - SHEET 3 OF 4
 MATCH LINE - SHEET 4 OF 4

THE ARBORS AT WILMAS FARM PLAT ONE

A TRACT OF LAND BEING PART OF LOT 21 OF R.H. STEVENS FARM
 RECORDED IN PLAT BOOK 7 PAGE 37 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS,
 LOCATED IN U.S. SURVEYS 122, 150, 102 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST,
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
 ("PUD" PLANNED UNIT DEVELOPMENT (ORDINANCE 2869))



Point #	NORTHING	EASTING
A	312767.975	238730.898
AG	312928.934	238988.072
AH	312934.805	239002.399
AJ	312830.179	239024.781

- LEGEND**
- ▲ PERMANENT MONUMENT (IN ACCORDANCE WITH MO MINIMUM STANDARDS) (3/4" IRON W/ ALUMINUM CAP)
 - SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MO MINIMUM STANDARDS) (1/2" IRON W/ PLASTIC CAP)
 - C.G. COMMON GROUND
 - ESMT. EASEMENT
 - FND. FOUND
 - PVMT. PAVEMENT
 - BLDG. BUILDING
 - ②③ ADDRESS
 - + FOUND CROSS
 - ⊕ FOUND ANCHOR
 - ⊙ BENCHMARK

SURVEYOR'S CERTIFICATE:
 SEE SHEET 1 OF 4 FOR CERTIFICATION.

THE STERLING COMPANY
 MO REG. 307-D



J. Henson
 10/31/16
 JAMEY A. HENSON, PLS
 MO REG. L.S. #2007017963

THE STERLING CO.
 ENGINEERS & SURVEYORS
 6055 New Baumgartner Road
 St. Louis, Missouri 63129
 Ph. 314-487-0440 Fax 314-487-8944
 www.sterling-eng-sur.com

DRAWN BY:	GFS	MSD P# -	0030636-00
CHECKED BY:	JAH	DATE:	OCT. 31, 2016
JOB NO.:	15-03-091	THE ARBORS AT WILMAS FARM PLAT ONE	

Drawing name: V15020091 Landmark/Engineering/PlatOne/PlatOne.dwg Printed on: Oct 31, 2016 10:28am Plotted by: gannon



SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by Wilmas Farm, 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 Wilmas Farm - Plat 1 _____ in accordance with Ordinance No. 2869, 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 four hundred one thousand nine hundred eighty nine and 13/100 _____ DOLLARS (\$ 1,401,989.13), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision Regulations; and

WHEREAS, the Subdivision Regulations provide inter alia that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance

of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of One million four hundred one thousand nine hundred eighty nine and 13/100, DOLLARS (\$ 1,401,989.13) 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 Wilmas Farm - 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.

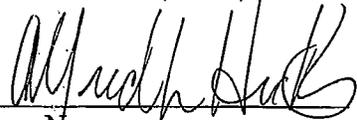
14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

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

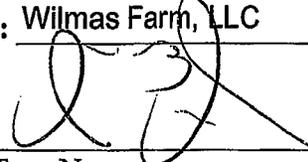
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the ____ day of _____, 20 ____.

ATTEST: (SEAL)

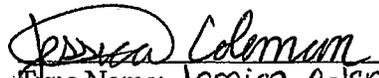

Type Name: Alfred L. Hicks
Title: Corporate Secretary

DEVELOPER: Wilmas Farm, LLC

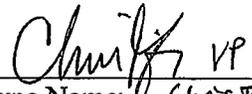
BY: 
Type Name: John H. Berra Jr.
Title: President of JHB Properties, Inc.; a member

Firm Address:
5091 New Baumgartner Rd
St Louis, MO 63129

ATTEST: (SEAL)


Type Name: Jessica Coleman
Title: Credit Analyst

ESCROW HOLDER: Midwest Bank Centre

BY: 
Type Name: Chris Rife
Title: Vice President

Firm Address:
2191 Lemay Ferry Rd
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 8th day of November, 2016, 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 Bank Centre (name of bank), a Missouri Corporation (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 Vice President (title) acknowledged said instrument to be the free act and deed of said bank.

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

Vicki K Nagel
Notary Public Vicki K Nagel

My Commission Expires: 09/13/2016

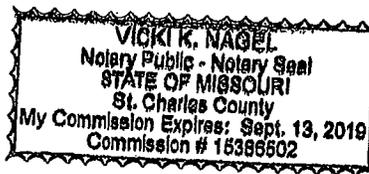


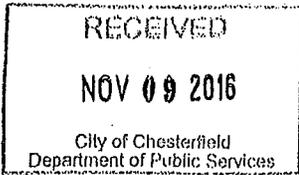
EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Arbors at Wilmas Farm **DEVELOPER:** Wilmas Farm, LLC
PLAT: 1
SUBDIVISION CODE: 5004
NO. LOTS: 28
DATE OF PLAT APPROVAL: TBD

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$392,333.65	\$0.00 \$0.00 \$0.00	0	\$392,333.65	100
SIDEWALKS			\$65,082.05	\$0.00 \$0.00 \$0.00	0	\$65,082.05	100
STORM SEWER Original escrow established at 90% of cost			\$115,117.20	\$0.00 \$0.00 \$0.00	0	\$115,117.20	100
SAN. SEWER Original escrow established at 90% of cost			\$62,573.40	\$0.00 \$0.00	0	\$62,573.40	100
DETENTION			\$70,232.00	\$0.00 \$0.00 \$0.00	0	\$70,232.00	100
GRADING			\$175,952.00	\$0.00 \$0.00 \$0.00	0	\$175,952.00	100
EROSION CONTROL			\$90,208.30	\$0.00 \$0.00 \$0.00	0	\$90,208.30	100
SILTAT'N CONTROL			\$25,138.85	\$0.00 \$0.00 \$0.00	0	\$25,138.85	100
MONUMENTS			\$20,000.00	\$0.00 \$0.00	0	\$20,000.00	100
STREET LIGHTS			\$10,780.00	\$0.00 \$0.00	0	\$10,780.00	100
STREET SIGNS			\$675.00	\$0.00 \$0.00	0	\$675.00	100
WATER MAINS			\$256,735.00	\$0.00 \$0.00	0	\$256,735.00	100
COMMON GR. SEED			\$6,363.68	\$0.00 \$0.00	0	\$6,363.68	100
ISLAND LANDSCAPING			\$35,798.00	\$0.00 \$0.00	0	\$35,798.00	100
LOMR			\$25,000.00	\$0.00 \$0.00	0	\$25,000.00	100
SITE AMENITIES			\$50,000.00	\$0.00 \$0.00	0	\$50,000.00	100
TOTALS			\$1,401,989.13	\$0.00	0	\$1,401,989.13	100



SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by Wilmas Farm, 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 Wilmas Farm - Plat 1 _____ in accordance with Ordinance No. 2869, 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 thirty two thousand six hundred ninety eight & 91/100 DOLLARS (\$ 132,698.91), 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 thirty two thousand six hundred ninety eight & 91/100

DOLLARS (\$ 132,698.91), 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 Wilmas Farm - 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 02-12.G of the Unified Development Code 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 ____ day of _____, 20__ A.D.

ATTEST: (SEAL)

Alfred L. Hicks
Type Name: Alfred L. Hicks
Title: Corporate Secretary

DEVELOPER: Wilmas Farm, LLC

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

Firm Address:
5091 New Baumgartner Rd
St Louis, MO 63129

ATTEST: (SEAL)

Jessica Coleman
Name: Jessica Coleman
Title: Credit Analyst

CREDIT HOLDER: Midwest Bank Centre

BY: [Signature]
Name: Chris Rife
Title: Vice President

Firm Address:
2191 Lemay Ferry Rd
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

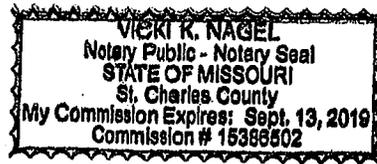
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 8th day of November, 2016, 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 Bank Centre (name of bank), a Missouri Corporation (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 Chris Rife (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.

Vicki K Nagel
Notary Public Vicki K Nagel

My Commission Expires: 09/13/2019



MAINTENANCE DEPOSIT

SUBDIVISION: Arbors at Wilmas Farm

PLAT: 1

SUB CODE: 5004

DEVELOPER: Wilmas Farm, 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	\$39,233.37			\$39,233.37
SIDEWALKS	\$6,508.21			\$6,508.21
STORM SEWER	\$11,511.72			\$11,511.72
SAN. SEWER	\$6,257.34			\$6,257.34
DETENTION	\$7,023.20			\$7,023.20
GRADING	\$17,595.20			\$17,595.20
EROSION CONTROL	\$9,020.83			\$9,020.83
SILTAT'N CONTROL	\$2,513.89			\$2,513.89
MONUMENTS	\$2,000.00			\$2,000.00
STREET LIGHTS	\$1,078.00			\$1,078.00
STREET SIGNS	\$67.50			\$67.50
WATER MAINS	\$25,673.50			\$25,673.50
COMMON GR. SEED	\$636.37			\$636.37
ISLAND LANDSCAPING	\$3,579.80			\$3,579.80
TOTALS	\$132,698.91		\$0.00	\$132,698.91