

BILL NO. 3127

ORDINANCE NO. 2930

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT WILMAS FARM PLAT 2, A 10.64 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 2; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 10.64 acre tract of land into sixteen (16) 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 2, 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

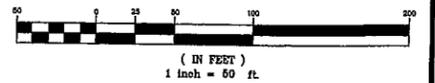
FIRST READING HELD: 12/05/2016

THE ARBORS AT WILMAS FARM PLAT TWO

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))

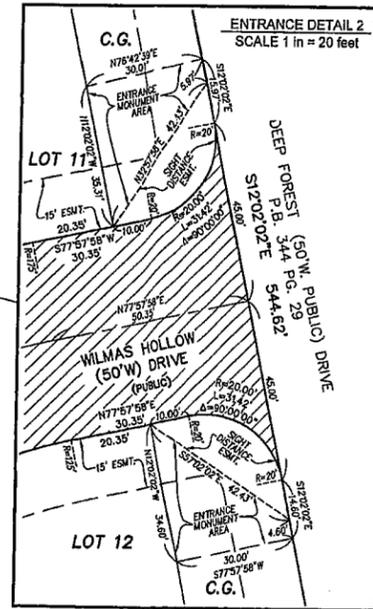
R.H. STEVENS FARM
 PART OF LOT 21
 BOUNDARY ADJUSTMENT PLAT
 (P.B. 353 PG. 955)

GRAPHIC SCALE



CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	38.61'	30.00'	S84°36'10"W	38.00'
C2	96.85'	270.00'	N68°48'14"W	95.34'
C3	30.27'	20.00'	N55°43'25"W	27.46'
C4	31.42'	20.00'	S32°38'00"W	28.28'
C5	7.70'	150.00'	S79°06'12"W	7.70'

LINE #	LENGTH	BEARING
L1	8.59'	S27°43'58"W
L2	8.90'	N12°22'00"W
L3	50.00'	S78°24'50"W
L4	10.10'	S12°22'00"E



	NORTHING	EASTING
A	313420.871	238592.258
B	313499.548	238729.545
C	313539.142	238848.397
D	313541.248	238858.225
E	313583.110	238890.871
F	313570.147	238893.645
G	313365.095	238869.991
H	313380.773	238836.855
I	313367.145	238824.073
J	313362.151	238800.574
K	313349.655	238809.659
L	313286.637	238802.658
M	313284.058	238801.290
N	313278.416	238791.349
O	313280.218	238761.999
P	313284.977	238755.113
Q	313287.927	238754.488
R	313284.963	238739.537
S	313281.951	238740.177
T	313274.722	238735.482
U	313286.486	238698.728
V	313286.058	238694.420
W	313308.146	238685.897
X	313332.207	238680.733
Y	313323.116	238637.955
Z	313372.662	238627.427
AA	313416.815	238621.417
AB	313429.724	238622.165
AC	313485.710	238735.925

- LEGEND**
- ▲ PERMANENT MONUMENT (IN ACCORDANCE WITH MO MINIMUM STANDARDS) (5/8" IRON W/ ALUMINUM CAP)
 - SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MO MINIMUM STANDARDS) (1/2" IRON W/ PLASTIC CAP)
 - COMMON GROUND
 - ESMT. EASEMENT
 - FND. FOUND
 - PVMT. PAVEMENT
 - BLDG. BUILDING
 - ± ADDRESS
 - + FOUND CROSS
 - ⊕ FOUND ANCHOR
 - ⊙ BENCHMARK

MARY SCHAEFFER
 ESTATE ADJUSTMENT
 P.B. 352, PG. 809

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 TWO

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

RECEIVED
NOV 09 2016
City of Chesterfield
Department of Public Services

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 2
_____ 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
Four hundred ninety thousand forty five & 91/100
_____ DOLLARS
(\$ 490,045.91), 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

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)

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
Type Name: JESSICA Coleman
Title: Credit Analyst

ESCROW HOLDER: Midwest Bank Centre

BY: [Signature]
Type Name: Christine
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 BankCentre (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

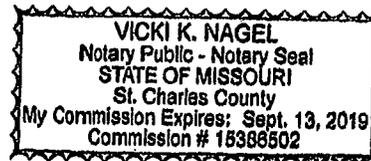


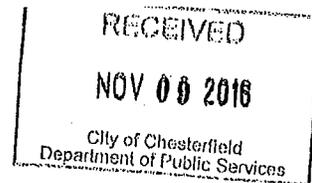
EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION:	Arbors at Wilmas Farm	DEVELOPER:	Wilmas Farm, LLC
PLAT:	2		
SUBDIVISION CODE:	5004		
NO. LOTS:	19		
DATE OF PLAT APPROVAL:	TBD		

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$107,089.20	\$0.00 \$0.00 \$0.00	0	\$107,089.20	100
SIDEWALKS			\$14,498.00	\$0.00 \$0.00 \$0.00	0	\$14,498.00	100
STORM SEWER Original escrow established at 90% of cost			\$86,124.60	\$0.00 \$0.00 \$0.00	0	\$86,124.60	100
SAN. SEWER Original escrow established at 90% of cost			\$21,598.20	\$0.00 \$0.00	0	\$21,598.20	100
DETENTION			\$35,116.00	\$0.00 \$0.00 \$0.00	0	\$35,116.00	100
GRADING			\$77,648.00	\$0.00 \$0.00 \$0.00	0	\$77,648.00	100
EROSION CONTROL			\$38,660.72	\$0.00 \$0.00 \$0.00	0	\$38,660.72	100
SILTAT'N CONTROL			\$8,274.09	\$0.00 \$0.00 \$0.00	0	\$8,274.09	100
MONUMENTS			\$20,000.00	\$0.00 \$0.00	0	\$20,000.00	100
STREET LIGHTS			\$2,310.00	\$0.00 \$0.00	0	\$2,310.00	100
STREET SIGNS			\$225.00	\$0.00 \$0.00	0	\$225.00	100
WATER MAINS			\$74,810.00	\$0.00 \$0.00	0	\$74,810.00	100
COMMON GR. SEED			\$3,692.10	\$0.00 \$0.00	0	\$3,692.10	100
TOTALS			\$490,045.91	\$0.00	0	\$490,045.91	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 2
_____ 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 Forty nine thousand four & 59/100 DOLLARS
(\$ 49,004.59), 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 Forty nine thousand four & 59/100

DOLLARS (\$ 49,004.59), 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 2 Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which 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] VP
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: 2

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	\$10,708.92			\$10,708.92
SIDEWALKS	\$1,449.80			\$1,449.80
STORM SEWER	\$8,612.46			\$8,612.46
SAN. SEWER	\$2,159.82			\$2,159.82
DETENTION	\$3,511.60			\$3,511.60
GRADING	\$7,764.80			\$7,764.80
EROSION CONTROL	\$3,866.07			\$3,866.07
SILTAT'N CONTROL	\$827.41			\$827.41
MONUMENTS	\$2,000.00			\$2,000.00
STREET LIGHTS	\$231.00			\$231.00
STREET SIGNS	\$22.50			\$22.50
WATER MAINS	\$7,481.00			\$7,481.00
COMMON GR. SEED	\$369.21			\$369.21
TOTALS	\$49,004.59		\$0.00	\$49,004.59