



**LANDSCAPE AGREEMENT**

THIS LANDSCAPE DEPOSIT AGREEMENT made and entered into by \_\_\_\_\_, herein called DEVELOPER, \_\_\_\_\_, herein called SURETY HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield, Missouri, herein called CITY.

WHEREAS, said DEVELOPER has submitted plans to install and maintain certain landscaping within a development to be known as \_\_\_\_\_; and

WHEREAS, the landscape plans have been approved and the reasonable estimate of the cost of installation of the required improvements is \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), lawful money of the United States of America; and

WHEREAS, said sum above will serve as guarantee of both installation and subsequent maintenance of required landscaping as provided in Article 04, Section 04-02 of the Unified Development Code; and

WHEREAS, Article 04, Section 04-02 of the Unified Development Code provides inter alia that the commencement of said landscape installation may be approved by the CITY upon the DEVELOPER submitting a satisfactory landscape agreement guaranteeing the installation and maintenance of the landscape improvements in accordance with the approved plans, that said DEVELOPER shall complete the installation of required landscaping within two (2) years of approval of said landscaping plan by the City, and maintain said landscaping for a period of two (2) years after approval of the installation.

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a LANDSCAPE SURETY in the amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), 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 SURETY HOLDER. (*“Surety Holder” is the bank or entity that issued the Letter of Credit.*)
- Submitting a Bond in the form required by the CITY.
- Establishment of Subdivision Deposits that include landscaping costs.

Said LANDSCAPE SURETY guarantees the DEVELOPER will complete the installation and perform the maintenance obligations regarding landscape improvements, in the development known as \_\_\_\_\_, all in accordance with the approved plans, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating the same.

2. That the LANDSCAPE SURETY shall be held in escrow by the CITY or the SURETY HOLDER, as applicable, until such time as releases are authorized by the Department of Planning.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the installation of landscape improvements within two (2) years of approval of the Landscape Plan and the maintenance of the landscape improvements, for two (2) years after the installation is approved by the CITY. The DEVELOPER shall notify CITY in writing when they consider the installation to be completed and ready for inspection/approval. The DEVELOPER shall furnish, upon completion of the maintenance of said improvements, a Certificate of Completion.

4. That the LANDSCAPE SURETY shall be retained by the CITY or SURETY HOLDER to guarantee installation and maintenance of the required improvements and, in addition to being subject to the remedies of Article 04, Section 04-02 of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning to defray or reimburse any cost to the CITY of installation, maintenance or repair of improvements related to the landscaping 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 Director of Planning shall provide the DEVELOPER with a written demand and opportunity to perform the work before having such work performed by the CITY or its agents. The Director of Planning shall have the authority to require the LANDSCAPE SURETY 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 SURETY was drawn upon by the CITY.

5. That in the event the CITY should determine that the LANDSCAPE SURETY 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 other forms of LANDSCAPE SURETY increased as required, and said additional sum will be subject to the terms of this LANDSCAPE AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said development until the additional amount is established.

6. That the SURETY HOLDER, in accordance with paragraphs 2 and 4 above, shall only release or disburse the SURETY upon receipt of a written authorization from the said Department of Planning addressed to the SURETY HOLDER, which authorization may be for payment, as provided in Article 04, Section 04-02 of the Unified Development Code.

7. That when the SURETY HOLDER has disbursed all sums as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning 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 Director of Planning.

9. That there shall be no assignment by DEVELOPER or SURETY HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligations hereunder as may be determined by the CITY or if the DEVELOPER shall abandon the development 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 LANDSCAPE SURETY be paid to the CITY without further legal process, to be used to complete and maintain the landscape improvements as set out under the terms hereof.

11. 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_A.D.

ATTEST: (SEAL)  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER:** \_\_\_\_\_

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

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

ATTEST: (SEAL)  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SURETY HOLDER:** \_\_\_\_\_

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

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

**CITY OF CHESTERFIELD**

BY: \_\_\_\_\_  
Name: Justin Wyse  
Title: Director of Planning



**CORPORATE EXECUTING OFFICIAL’S ACKNOWLEDGEMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_(title) of \_\_\_\_\_ (name of corporation), a Missouri Corporation, and that he/she executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid corporation by authority of its Board of Directors, and he/she as \_\_\_\_\_ (title of Corporate Executing Official) of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ (name) to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ (title or Executing Official) of \_\_\_\_\_, 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 \_\_\_\_\_, (President or title of chief officer), \_\_\_\_\_ (name) as \_\_\_\_\_ (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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_