



**City of St. Robert**  
194 Eastlawn Avenue, suite A  
St. Robert, Missouri 65584

**MAINTENANCE AGREEMENT**

THIS MAINTENANCE AGREEMENT made and entered into by \_\_\_\_\_  
\_\_\_\_\_Developer\_\_\_\_\_, herein called DEVELOPER, \_\_\_\_\_Credit Holder\_\_\_\_\_, herein  
called CREDIT HOLDER, and the City of St. Robert, 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 \_\_\_\_\_Subdivision Name\_\_\_\_\_ in accordance  
with the Land Development Regulations of the City of St. Robert, and has requested approval of same; and

WHEREAS, the infrastructure 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 Land Development Regulations, as amended, will be in the sum of \_\_\_\_\_  
\_\_\_\_\_Amount\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_\$0.00\_\_\_\_\_), 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 Land Development Regulations; and

WHEREAS, the St. Robert Land Development Regulations provide among other things, that the commencement  
of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory performance and  
maintenance surety agreements guaranteeing the construction and maintenance of the subdivision improvements in  
accordance with the approved plans, said governing ordinance and the St. Robert Land Development Regulations.

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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 SURETY in the amount of \_\_\_\_\_ Amount \_\_\_\_\_, DOLLARS (\$ \_\_\_\_\_ \$0.00 \_\_\_\_\_) lawful money of the United States of America by: (check one)

- Depositing cash with the City.
- Submitting an Irrevocable Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.
- Submitting a Maintenance Bond indemnifying the CITY and issued by the SURETY COMPANY.

Said SURETY guarantees the DEVELOPER will perform his maintenance obligations regarding infrastructure improvements, including, but not limited to; lots, streets, sidewalks, water mains, sewer mains, common ground areas, erosion and sedimentation controls, drainage and stormwater facilities, in \_\_\_\_\_ Subdivision Name \_\_\_\_\_ Subdivision, all in accordance with the approved plans and the Land Development Regulations of the City of St. Robert, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE SURETY will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Department of Public Works. The MAINTENANCE SURETY may be subject to special audit of the CITY from time to time.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the infrastructure improvements, including, but not limited to; lots, streets, sidewalks, water mains, sewer mains, common ground areas, erosion and sedimentation controls, drainage and stormwater facilities, until expiration after twelve (12) months after completion of the infrastructure improvements and acceptance / approval of all required improvements 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, removal of brush piles from land clearing, 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 Director of Public Works. 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 surety 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 surety 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 other remedies of the City Code, shall be subject to the immediate order of the Director of Public Works 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 Director of Public Works 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 Director of Public Works shall have the authority to require the maintenance 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 maintenance surety was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE SURETY 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 Director of Public Works 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 SURETY, 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 SURETY 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 SURETY, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Department of Public Works addressed to the Credit Holder, which authorization may be for payment, as provided in the Land Development Regulations or governing ordinance for this subdivision.

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

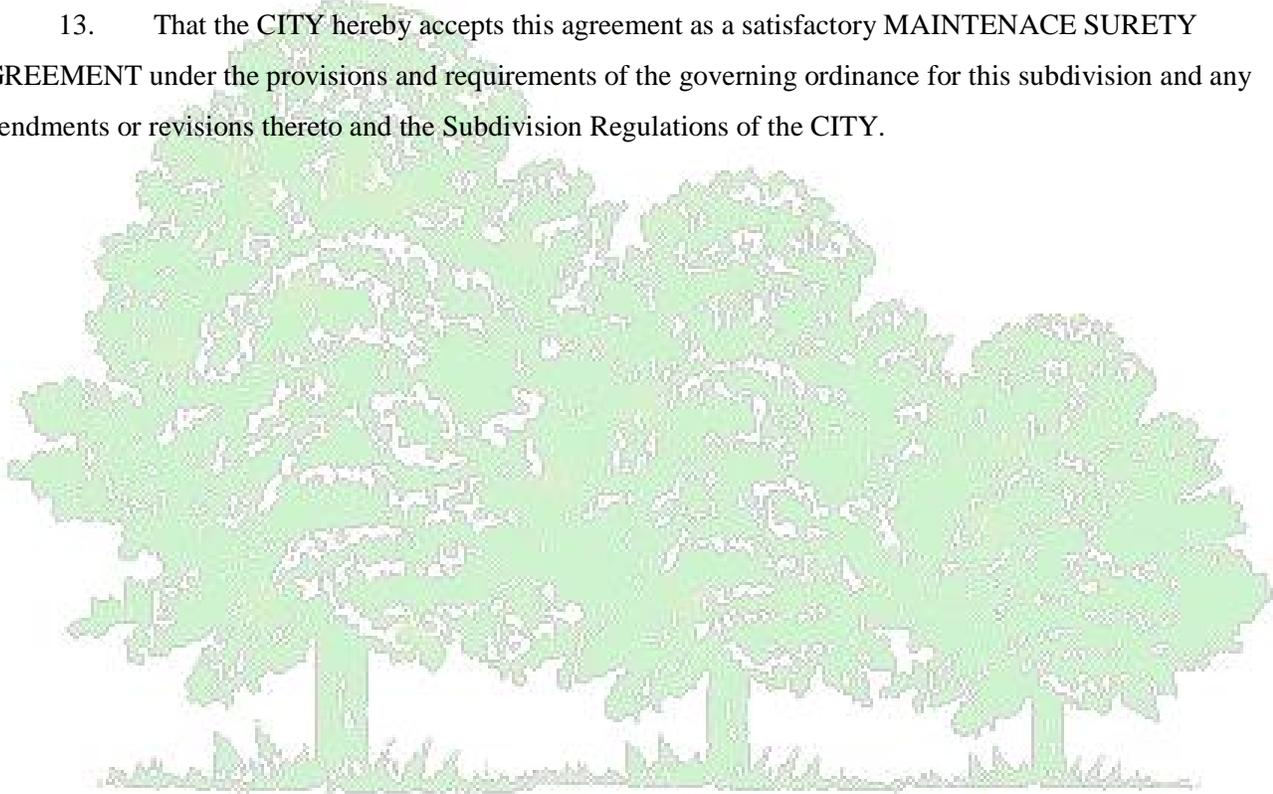
10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the infrastructure improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then 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 SURETY 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 SURETY 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.



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

ATTEST: (SEAL)

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

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

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

Firm Address:  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

ATTEST: (SEAL)

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

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

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

Firm Address:  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

**CITY OF ST. ROBERT, MISSOURI**

BY: \_\_\_\_\_  
Director of Public Works

ATTEST: (SEAL)

APPROVED: \_\_\_\_\_

City Clerk

Mayor

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





**LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT**

STATE OF MISSOURI        )  
  ) SS

COUNTY OF ST. LOUIS     )

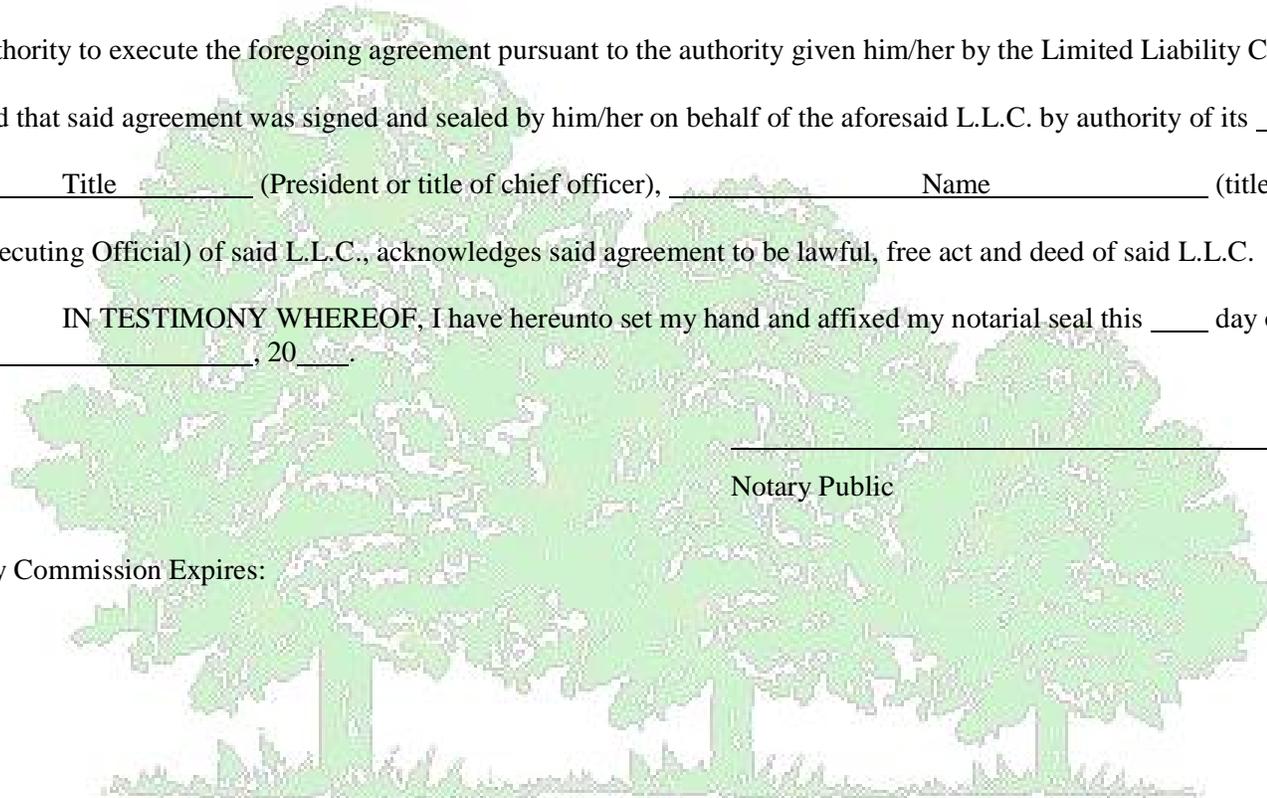
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ Name \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ Title \_\_\_\_\_ (title) of \_\_\_\_\_ Corporation

\_\_\_\_\_ (name of corporation) 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 \_\_\_\_\_ Title \_\_\_\_\_ (President or title of chief officer), \_\_\_\_\_ Name \_\_\_\_\_ (title of Executing Official) of said L.L.C., acknowledges said agreement to be 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

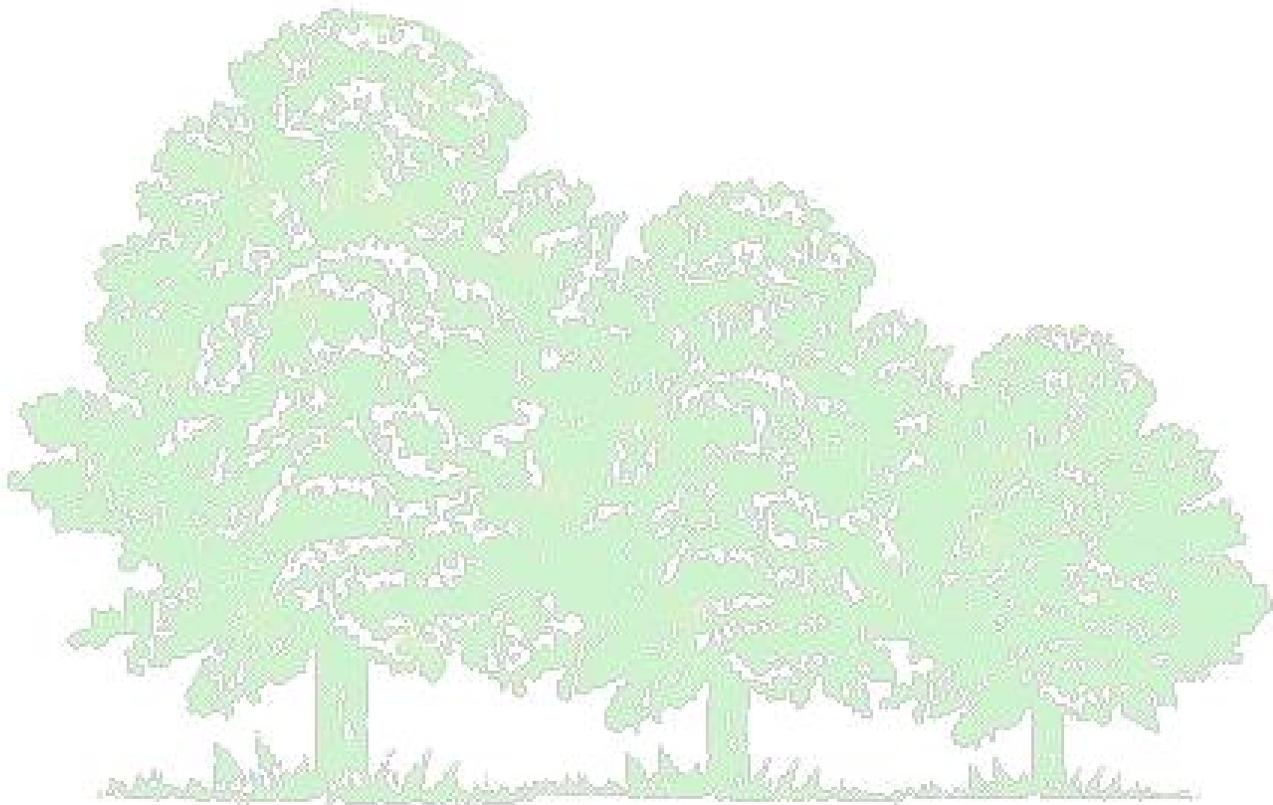
My Commission Expires:



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# EXHIBIT A

**Attach: Subdivision Infrastructure Estimate Spreadsheet**



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