



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

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT made and entered into by _____
_____Developer_____, herein called DEVELOPER, _____Escrow Holder_____, herein
called ESCROW 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 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 infrastructure improvements may be approved by the CITY upon the DEVELOPER submitting satisfactory
performance and maintenance surety agreements guaranteeing the construction and maintenance of the infrastructure
improvements in accordance with the approved plans and 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 CONSTRUCTION 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 Performance Bond indemnifying the CITY and issued by the SURETY COMPANY.

Said surety guarantees the construction, installation and completion of the required subdivision improvements in _____ Subdivision Name _____ Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision 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. A cost estimate thereof is attached hereto as "Exhibit A".

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

3. That the CONSTRUCTION SURETY guarantees the construction, installation and completion of the infrastructure 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 surety 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 Surety 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 Land Development 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 Department of Planning and Public Works 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 Land Development 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 SURETY 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 re-assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

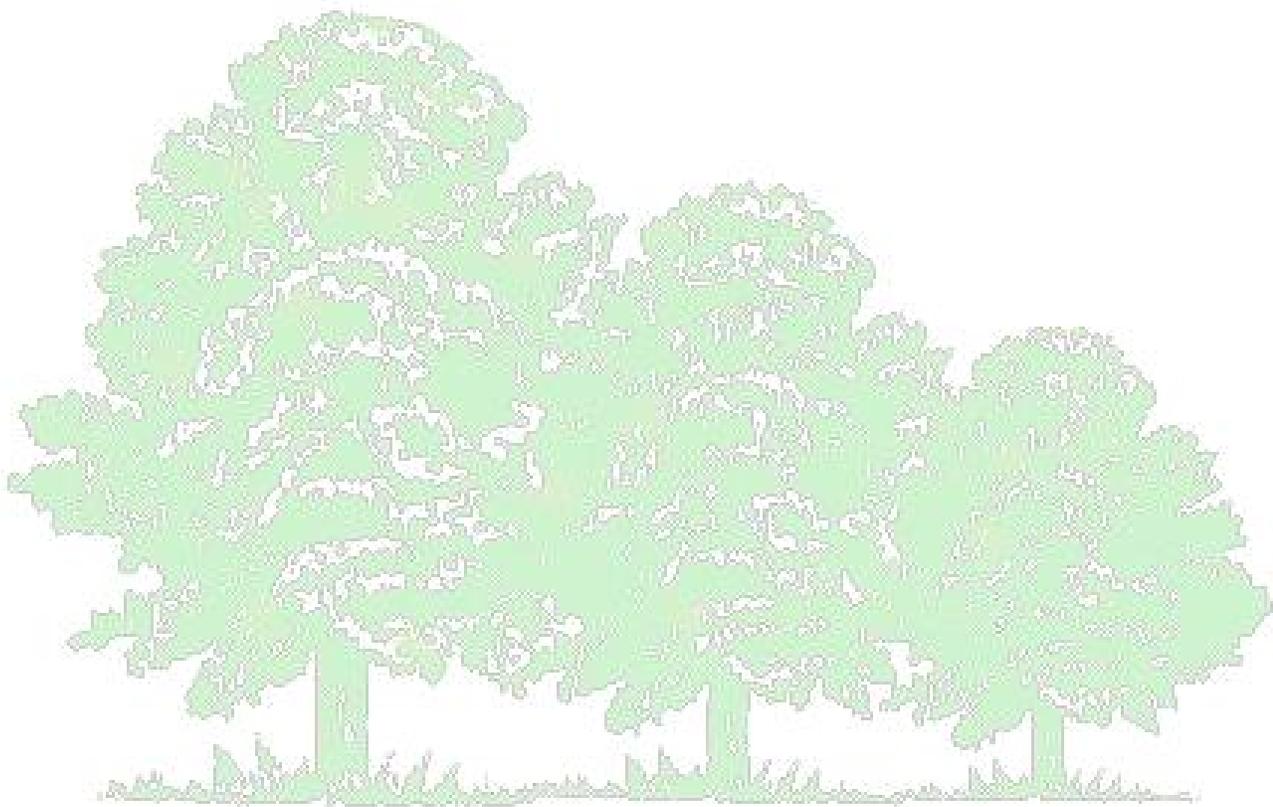
11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may 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 SURETY AGREEMENT under the provisions and requirements of the governing ordinance for this subdivision and any amendments or revisions thereto and the Land Development 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)

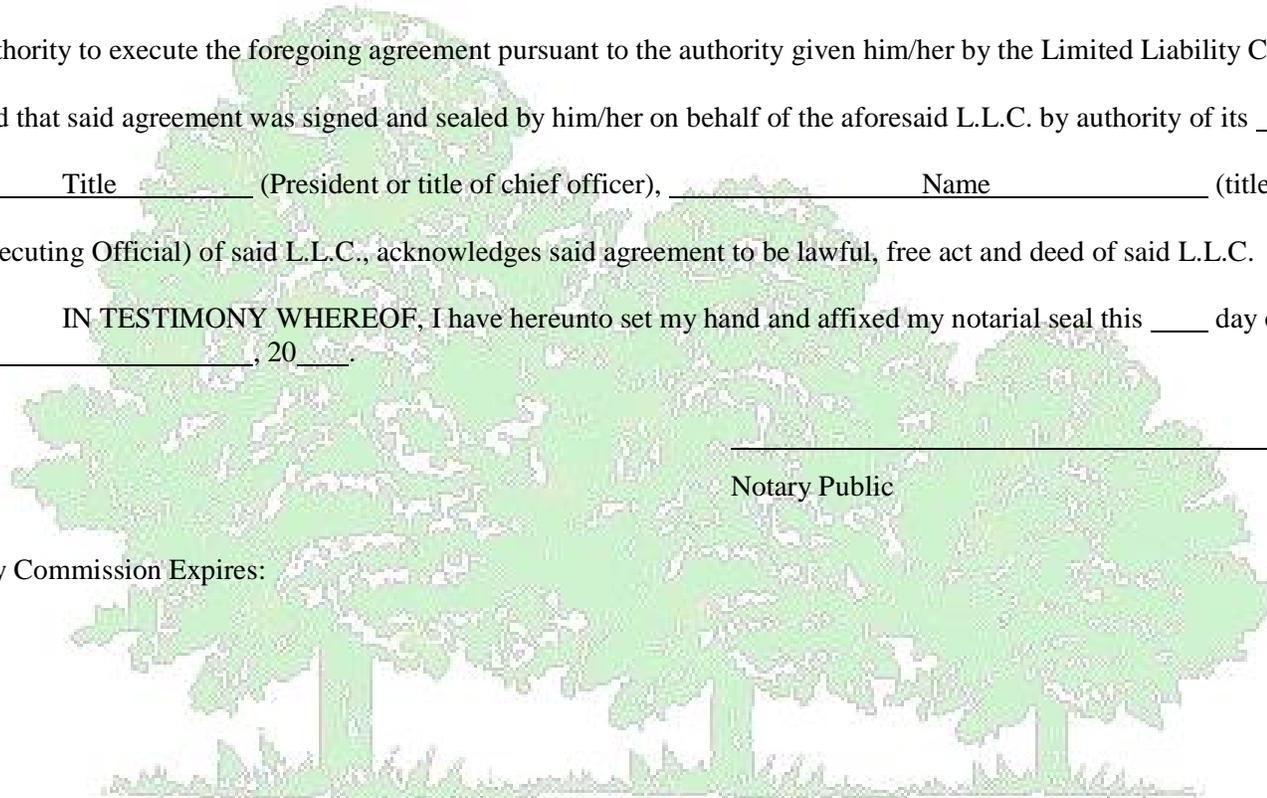
On this _____ day of _____, 20____, before me appeared _____ Name _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ Title _____ (title) of _____ Corporation

_____ (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

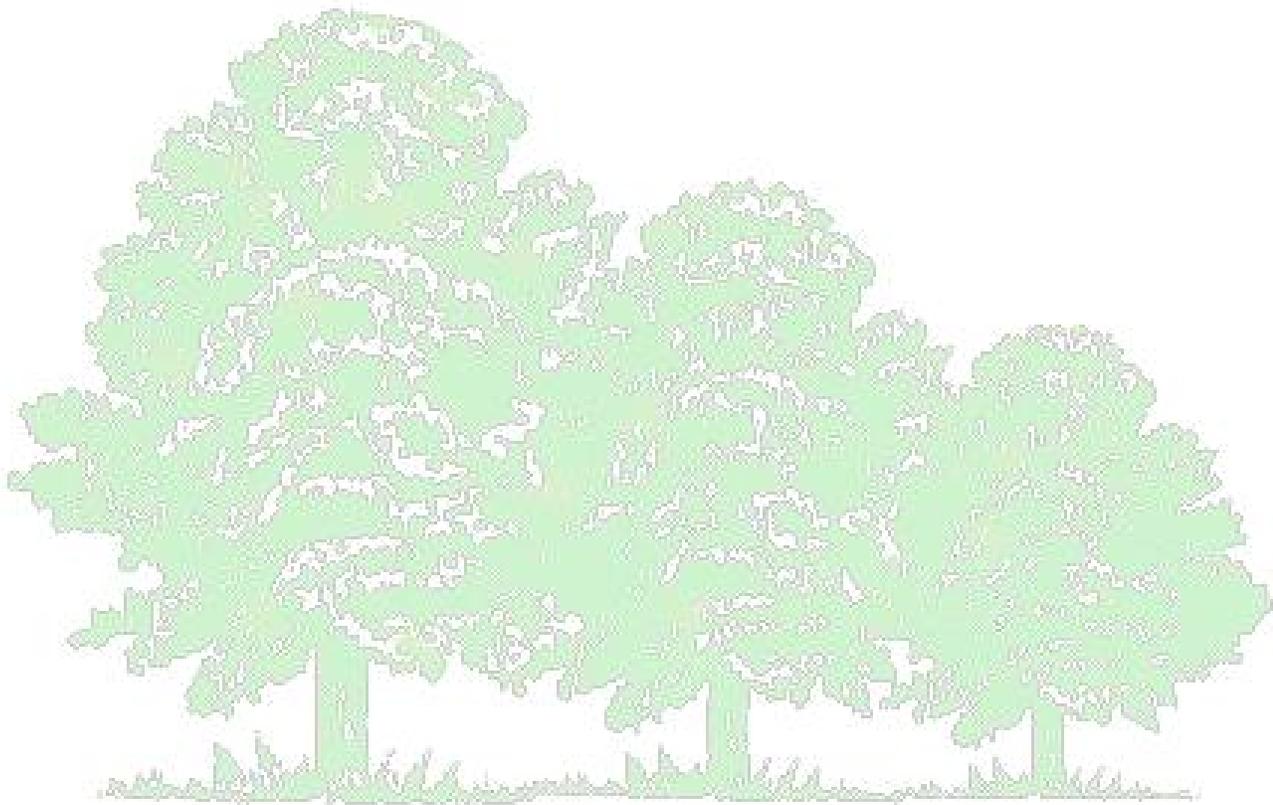
My Commission Expires:



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EXHIBIT A

Attach: Subdivision Infrastructure Estimate Spreadsheet



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