

PROCESS OF CASH LANDSCAPE DEPOSIT AGREEMENT SUBMITTAL

These steps should be followed for processing a cash landscape deposit agreement for a Planned District or Special Procedure:

- A. Submit one original signed landscape bid, including installation cost, fences, etc., which matches the approved landscape plan to the Department of Planning for review and approval (Fax (314) 615-3729).
- B. After review and approval of the landscape bid by the Department of Planning, submit the landscape agreement to the Department of Planning. This must include the following:
 - 1. One (1) original of the deposit agreement, each with original signatures and seals. (a photocopy will be returned to you). The forms are available from the Department of Planning. Note: The agreement should be executed by the party responsible for installation of the required improvement. The funds will be released to this individual/corporation/company after required improvements are installed and inspected.
 - 2. A copy of the estimate sheet, including cost of landscaping, fences, other required improvements and the cost of installation, should be attached to each deposit agreement.
 - 3. Cash can be submitted in two ways:

Option 1:

The developer may bring a cashiers check to the Department:
Payable to: Treasurer, St. Louis County
Deliver to: Department of Planning
41 South Central, 5th Floor
Clayton, MO 63105
(314) 615-2520

Option 2:

The developer may send a wire transfer:
To: Bank of America
800 Market Street
St Louis MO 63101-2506
ABA # 026009593
Credit: Treasurer, St. Louis County
Account: 354010130988
Attn: Vickie Fredrick

Please notify the Department of Planning prior to making a wire transfer.

- C. Funds are released when the executor of this agreement submits a letter to the Department of Planning, attention Debbie Nesbit (314 615-2520), indicating the improvements were installed in accordance with the approved plan. **Failure to install the improvements within the time allowed by this agreement will cause these funds to be forfeited to St. Louis County.**
- D. In order to assure that the funds are returned to the correct person, the Developer must provide the following information:

Developer: Company: _____
Contact: _____ Telephone: _____
Street # _____ Street: _____
City: _____ State: _____ Zip Code: _____

CASH DEPOSIT AGREEMENT GUARANTEEING LANDSCAPING IMPROVEMENTS

THIS DEPOSIT AGREEMENT made and entered into by

herein called DEVELOPER and ST. LOUIS COUNTY, MISSOURI, herein called COUNTY:

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the St. Louis County Department of Planning for the creation of improvements to be known as

and requesting approval of the same; and

WHEREAS, the improvements have been approved and the St. Louis County Director of Planning ("Director") has reasonably estimated and determined that the cost of construction, installation and completion of the improvements, all in accordance with the provisions of Chapter 1003 and/or 1005, SLCRO, shall be equal to the DEPOSIT SUM stated below; and

WHEREAS, the DEVELOPER is seeking the approval of the COUNTY of the plat of the aforesaid improvement as the same is provided in Chapter 1003 and/or 1005, SLCRO: and

WHEREAS, Chapter 1003 and/or 1005, SLCRO, provides, inter alia, that building or occupancy permits may be approved upon the DEVELOPER submitting a satisfactory deposit agreement guaranteeing the construction of the said improvements in accordance with the approved plans;

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has deposited the cash sum of _____ DOLLARS (\$_____) lawful money of the United States of America, herein called DEPOSIT SUM, with the COUNTY, as a deposit guaranteeing the construction, installation and completion of the required improvements in the development, all in accordance with the approved plans therefore and in accordance with the ordinances of the County regulating the same.
2. That the DEPOSIT SUM guarantees the construction, installation and completion of the improvements in the aforesaid development in accordance with the estimate dated _____ a copy of which is attached hereto and made a part hereof and specifications for the said development which have been filed with the Director of Planning of St. Louis County, Missouri, all of which are also made a part hereof as though set forth herein word for word.
3. That in the event the DEPOSIT SUM herein provided is insufficient to complete the said improvements, the DEVELOPER shall deposit with the COUNTY that additional sum of lawful money of the United States of America that will be required to complete the said improvements; said additional sum to be subject to the terms of this Deposit Agreement.

4. That the DEVELOPER guarantees that all required improvements will be installed, constructed and completed within two (2) years of the date of approval of this agreement, as shown on page 3, ("COMPLETION DATE"). The COMPLETION DATE may be extended unilaterally by the Director for a total of not more than two (2) additional years in his/her sole discretion.
5.
 - a. That the COUNTY shall only release or disburse the DEPOSIT SUM or portion thereof upon receipt and in the amount set forth in a written authorization from the said Director of Planning, which authorization shall be given when, and only when, the improvements, or some portion of them, have been constructed, completed and installed and the Director has received the written approval of the appropriate inspecting authority.
 - b. In order to obtain such written approval, the DEVELOPER shall make written request to the appropriate inspecting authority to inspect, with a copy to the Director.
 - c. Thereafter, upon receipt and approval of the written approval of the appropriate inspecting agency, the Director shall (1) in the case of public streets and associated drainage improvements, release 90% of the proportionate part of the sum provided for such improvements, or (2) in the case of other improvements, release the proportionate part of the sum provided for such improvements.
 - d. Upon acceptance for maintenance of the public streets or associated drainage improvements or both, the retained 10% of the estimated original cost of construction and installation of the same shall be transferred to a special transit account subject to the order of the Director of Highways and Traffic for maintenance and repair thereof until completion of the development as determined by the Director.
6. That in the event that the DEVELOPER shall abandon the Subdivision or fail to complete the improvements by COMPLETION DATE, whichever shall occur first, the COUNTY may complete, or have completed, the said improvements and apply the remaining Deposit Sum therefor. For the purpose of this paragraph and the COUNTY's rights hereunder, any and all of the remaining Deposit Sum may be applied to completion of any improvements, and no limitation of any kind shall be implied from the line item calculations of separate improvements.
7. Exercise or waiver by COUNTY of any enforcement action under this agreement or Chapter 1003 or 1005, SLCRO, does not waive or foreclose any other or subsequent enforcement action whatsoever.
8. The COUNTY hereby accepts this agreement as a satisfactory Deposit Agreement under the provisions and requirements of Chapter 1003 SLCRO.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, A.D. 20__

DEVELOPER

ATTEST (seal):

Title: Member or Manager

N.B. The signatures of the DEVELOPER shall 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 secretary setting forth the authority of the signing officer and the acknowledgement of the corporation act must be attached.

ST. LOUIS COUNTY, MISSOURI

The undersigned, representing the Director of Administration of St. Louis County, hereby certifies that _____ has deposited the cash sum of \$_____ dollars in the Treasury of St. Louis County, in the special transit account (fund 533).

TREASURER

APPROVED:

ACTING DIRECTOR OF PLANNING

COUNTY COUNSELOR

DEVELOPER INFORMATION:

Date Approved: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone number: _____

ref: _____

P.C. # _____

(escrow\cash-Ind.Ilc revised 2020)

Limited Liability Company Acknowledgement (Contract)

State of Missouri)
)
County of St. Louis) SS

On this _____ day of _____, 20____, before me _____
(name of notary), a Notary Public in and for said state, appeared

_____, (name of manager or member) of

_____ (name of limited liability
company), known to me to be the person who executed the within Contract in behalf of said limited
liability company, and acknowledged to me that he or she executed the same for the purposes
therein stated.

_____ (official signature and official seal of notary)