

**CITY OF FENTON  
COMMUNITY DEVELOPMENT DEPARTMENT**  
625 New Smizer Mill Road  
Fenton, MO 63026  
(636) 349-8110

**SUBDIVISION FINAL PLAT APPLICATION CHECKLIST**

A **complete** application for Subdivision Final Plat must be received by the Community Development Department no less than thirty (30) days prior to the next Board of Aldermen Meeting in order to be placed on the agenda for consideration. ***Partial or incomplete applications will not be accepted.***

Please complete the checklist below to verify that your application is complete before submitting materials to the Community Development Department. *Please check-off below that all items are included in your submittal, and sign at the bottom.*

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**REQUIRED DOCUMENTS FOR COMPLETE APPLICATION FOR FINAL PLAT:**

- One (1) Petition for Subdivision Final Plat. All blanks completed, application signed and notarized.
- Seventeen (17) full-sized copies of the Final Plat, plus one 11"x17" or 8½"x11". *(See attached final plat checklist for details).*
- One (1) letter of property owner consent (if you are not the owner), or proof of ownership-under-contract.
- All additional documents as required by Chapter 480, Chapter 435 and Chapter 440 of the Zoning Code. *(See attached final plat checklist for a list of all additional documents)*
- One (1) check for \$100 fee payable to 'City of Fenton'.
- Seventeen (17) full-sized copies of any other items/plans. Please include one 8½"x11" or 11"x17" size plan if the full-sized documentation is larger than 11"x17".

**NOTE: Applicant may submit four (4) copies for initial review and comment by the Community Development Department. Said copies are for preliminary review purposes only and do not constitute formal application.**

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I/we (Petitioner) \_\_\_\_\_ do submit the attached application for a Final Plat of (project name) \_\_\_\_\_ at (address) \_\_\_\_\_ and verify that all of the required documents are attached herewith.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Fenton**  
**Community Development Department**  
625 New Smizer Mill Road  
Fenton, MO 63026  
(636) 349-8110

**PETITION FOR SUBDIVISION FINAL PLAT**

**DATE:** \_\_\_\_\_

**PETITION NO.:** \_\_\_\_\_

**DATE PAID:** \_\_\_\_\_

**FEE:** \_\_\_\_\_

Now comes \_\_\_\_\_ and state(s) to the Board of Aldermen that he (she) (they) has (have) the following legal interest in the tract of land located within the legal boundaries of the City of Fenton.

A. Address and Legal description of property. (Legal description can be attached)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Legal description of portion of the property for which is petitioned giving angles, bearings, and distances. (Legal description can be attached)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Final Plat of property prepared by a registered engineer or land surveyor. (Survey or plat must be attached to this petition.)

D. Acreage to nearest tenth of an acre of the portion for which the final plat is petitioned: \_\_\_\_\_ acres. From \_\_\_\_\_ to \_\_\_\_\_ lots.

E. Return signed and notarized application, fee, and 17 full-sized sets of any plans to the Community Development Department. *Please include one 8½"x11" or 11"x17" size plan if the full-sized documentation is larger than 11"x17".*

I (we) hereby certify that I (we) have a legal interest in the described property or I (we) am (are) the duly appointed representative(s) of the property owner and that all information given herein is true and a statement of fact. As owner(s) or petitioner(s), I (we) will comply with all requirements of the City of Fenton Zoning Code including: setback line, off-street, and public improvements.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Petitioner's Signature)

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone:(\_\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**SEAL:**

\_\_\_\_\_  
(Notary Public)

My Commission expires: \_\_\_\_\_

**REMINDER:** Applications, all attachments, and fee must be received by the Community Development Department at least **thirty (30) days prior to the next Board of Aldermen Meeting** in order to be placed on the agenda for consideration.

# FINAL PLAT CHECKLIST

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## ADDITIONAL DOCUMENTS REQUIRED FOR FINAL PLAT SUBMITTAL:

**Prior to forwarding a final plat to the Board of Aldermen, the developer shall provide the Community Development Director with the following documents, as they may be applicable:**

- Guarantee of installation of water mains from St. Louis County Water Company.
- Street lighting contract from Ameren MO. Submittal of contract is optional and is to be accepted in lieu of an increased value for escrow of actual construction costs.
- Verification of street names and addresses from St. Louis County Department of Revenue, Revenue Technical Services Mapping Division.
- Verification of location of fire hydrants and adequacy of water supply from applicable Fire District.
- Tax Certificate or copy of paid tax bill from the Office of the St. Louis County Collector of Revenue.
- Any special study or engineering calculations required.
- Letter from M.S.D. certifying connection fees have been paid.
- Documentation from Corps of Engineers and/or other local, state or federal agencies indicating all applicable permits have been obtained and notice submitted.
- Trust Indenture (See Chapter 440 of the Zoning Code).
- Escrow Agreement (See Chapter 435 of the Zoning Code). An example is attached.

## FINAL PLATS SUBMITTED TO THE BOARD OF ALDERMEN FOR THEIR REVIEW AND APPROVAL MUST CONTAIN THE FOLLOWING INFORMATION.

- The final plat shall conform to the preliminary plat.
- The final plat shall be prepared by a registered engineer or land surveyor, at scale of one (1) inch = fifty (50) feet in any increments of ten (10) feet from an accurate survey on one (1) or more sheets whose maximum dimensions are thirty-six (36) by forty-two (42) inches. In certain unusual instances where the subdivided area is of unusual size or shape, the Community Development Department may permit a variation in the scale or size of the final plat. If more than one (1) sheet is required, a key map on sheet No. 1 showing the entire subdivision at reduced scale shall be provided.
- Signature block for the City of Fenton City Clerk and the Planning and Zoning Commission Chairperson (see attached example).
- Signature block for the lien holder (if applicable).
- Signature block for the property owner.
- North arrow and graphic scale.
- The boundary lines within the out boundary lines of the subdivision with accurate distances and bearings; also all section, U.S. Survey and congressional township and range lines; and the boundary lines of municipalities, sewer and school districts, and other legally established districts within and the name of or description of any of the same adjacent to or abutting on the subdivision.
- The lines of all proposed streets and alleys with their widths and names.

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- An accurate delineation of any property offered for dedication to public use.
  - The angle of intersection of streets.
  - The boundary lines of all adjoining lands and the right of way lines of adjacent streets and alleys with their widths and names.
  - All lot lines and an identification system for all lots and blocks.
  - Building lines, including minimum side and rear setbacks on a typical lot and easements or rights of way provided for public or private use, services, or utilities, with figures showing their dimensions, and listing types of uses that are being provided.
  - All dimensions and bearings, both linear and angular, radii and arcs, necessary for locating the boundaries of the subdivision, blocks, lots streets, alleys, easements, building lines, and of any other areas for public or private use. The linear dimensions are to be expressed in feet and decimals of a foot.
  - All survey monuments, together with the descriptions.
  - Area in square feet for each lot or parcel on the plat or a supplemental sheet showing same.
  - Name of subdivision and description of property subdivided, showing its location and area.
  - Certification by a land surveyor who performs the property survey to the effect that the plat represents a survey made by him, and that the locations of all required survey monuments, installed or to be installed, are correctly shown thereon. The month and year during which the survey was made shall also be shown.
  - Private restrictions and trusteeships where required by the City and their periods of existence. Should such restrictions and trusteeships be of such length as to make the lettering of same on plat impracticable and thus necessitate the preparation of a separate instrument, reference to such instrument shall be made on the plat.
  - The subdivision name approved on the final plat shall constitute the subdivision's official name. When a subdivision name has been changed, all subsequent plats submitted for processing shall reference the original name, which should include names recorded on site development concept and section plans. Any other name used for advertising or sales purposes does not constitute an official revised name unless approved on a plat of record approved by the Board.
  - If the developer places restrictions on any land contained in the subdivision, that is greater than those required by the Zoning Ordinance or this Chapter, such restrictions references thereto should be indicated on the plat.
  - Zoning District and Zoning District boundary line when property is located in more than one (1) district.
  - Accurately note elevation referring to mean U.S.G.S. datum for permanent benchmark.
  - All remaining common ground is to be platted with the recording of the final lot, unit, or phase of the development.

**LETTER OF CREDIT DEPOSIT AGREEMENT  
GUARANTEEING SUBDIVISION IMPROVEMENTS  
BETWEEN THE CITY OF FENTON, MISSOURI AND  
[Name of owner/developer]**

**THIS DEPOSIT AGREEMENT** ("ESCROW AGREEMENT"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ (hereinafter referred to as the "DEVELOPER") and the CITY OF FENTON, MISSOURI (hereinafter referred to as the as "CITY").

**WITNESSETH:**

**WHEREAS**, the DEVELOPER has submitted required plans, information and data to the CITY for the creation and development of a subdivision to be known as \_\_\_\_\_ (hereinafter referred to as the "Subdivision") and requested approval of the same, and

**WHEREAS**, a Preliminary Plat for the Subdivision (the "Preliminary Plat") and the improvement plans for the Subdivision have been submitted to the CITY together with the estimated costs of construction, installation and completion of the Subdivision Improvements, all in accordance with the CITY's subdivision regulations; and

**WHEREAS**, the establishment of a guarantee of completion of the Subdivision Improvements is required as a condition of the final plat for the Subdivision; and

**WHEREAS**, the DEVELOPER desires establish the Subdivision Improvement guarantees in the form of this ESCROW AGREEMENT and accompanying letter of credit which shall required completion of such improvements within two (2) years hereof, unless otherwise extended by the Board of Aldermen; and,

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

**IT IS HEREBY MUTUALLY AGREED:**

1. The DEVELOPER, has deposited an irrevocable standby letter of credit with the CITY in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_.00) (the "DEPOSIT SUM") payable to the CITY and guaranteeing the construction, installation, maintenance, and completion of all required Subdivision improvements, all in accordance with the plans approved by the CITY and on file with the Community Development Director (the "Approved Improvement Plans") and in accordance with the CITY ordinances regulating the same. The DEPOSIT SUM shall consist of an amount equal to 110% of the *estimated* costs of the construction, completion, and installation of the Subdivision required improvements ("ESTIMATED COSTS") as set forth on the attached Estimate Sheet (**Exhibit 1**). Nothing in the estimates or specification of component items shall in any way limit the CITY or require release based on each line item, and DEVELOPER agrees it continues to be obligated to compete and guarantee completion of all Subdivision Improvements. The CITY and DEVELOPER agree that the DEPOSIT SUM shall guarantee the construction,

installation, completion and maintenance of the required subdivision improvements in the Subdivision, all in accordance with the approved plans therefore and in accordance with the ordinances of the CITY regulating the same.

2. The DEPOSIT SUM guarantees the construction, installation, maintenance, and completion of all Subdivision Improvements in accordance with the Approved Improvement Plans which are incorporated in this ESCROW AGREEMENT by reference and as summarized in the attached Exhibit 1 and as required by the ordinances and regulations of the City. Any release of part of or a portion of the DEPOSIT SUM is only an accommodation to the DEVELOPER and is not a waiver of any kind by the CITY of its rights under the ESCROW AGREEMENT that the entire DEPOSIT SUM guarantees each and every improvement.

3. In the event the DEPOSIT SUM herein provided is insufficient to complete Subdivision Improvements as reasonably determined by the CITY, the DEVELOPER will, upon demand by the CITY accompanied by a detailed itemization of the requested additional sum, deposit with the CITY additional monies which, in the opinion of the CITY, will be required to complete Subdivision Improvements, and said additional sum shall be subject to the terms of this ESCROW AGREEMENT. In the event that the DEVELOPER does not deposit the additional monies with the CITY within 10 days or does not request a hearing from the CITY within that time, the Subdivision shall be deemed in default and/or abandoned as set forth in paragraph 8.

4. The DEVELOPER guarantees: (a) that all required utilities and improvements will be installed, constructed and completed in accordance with the Approved Improvement Plans and the ordinances of the CITY not later than **two years** after the date of this Agreement Date appearing on the signature page below ("Completion Date"), and (b) that the Subdivision, including all lots, common ground, streets, and improvements, and all adjacent streets used for the hauling of construction equipment, materials and supplies will be safeguarded, protected and kept free of associated mud, trash, weeds, and debris during the construction period and otherwise properly maintained, and constructed all in accordance with City Code and approved plans.

5. (a) That the CITY may, through written authorization of the Community Development Director, release or reduce portions of the DEPOSIT SUM upon completion of components within categories and shall release corresponding portions of the DEPOSIT SUM upon completion of categories of improvements as provided that a qualified, licensed engineer employed by the DEVELOPER certifies to the CITY the completion of such work; PROVIDED FURTHER that in no event shall the CITY release any part of the DEPOSIT SUM accept as provided herein:

(b) In order to obtain such written authorization for a release, upon completion of any such category of improvement the DEVELOPER shall first make written request for inspection, and include therewith a certification by the DEVELOPER's engineer, to the Community Development Director (or the appropriate inspecting authority), with a copy to the City Clerk. Upon receipt of the DEVELOPER's written request for inspection and certification by the DEVELOPER's engineer, the CITY (or the appropriate inspecting authority) shall (i) inspect the construction, installation and completion of the Improvement(s) that have been certified complete by the DEVELOPER. Upon receipt of the inspection report, the CITY's

Board of Aldermen will review the report, verify that the Subdivision Improvement complies with all laws and requirements of the CITY, and authorize such release.

(c) Except for discretionary releases that may be granted by the Board of Aldermen in the public interest, no category of any Subdivision Improvement shall be eligible for release until each and every component and requirement that makes up that category of Subdivision Improvement is deemed complete by the City. No category or subdivision may be deemed to be complete until there is a certification by the CITY that the project is complete. No certification shall be issued by the CITY unless all of the following takes place: (i) the DEVELOPER submits a written request to the CITY for inspection of the Subdivision Improvements; (ii) the inspection is completed by the CITY's inspector who determines that the Subdivision Improvement are complete and recommends to the CITY's Board of Aldermen that it be released; and (iii) the CITY's Board of Aldermen reviews the CITY's inspection report, determines that the Subdivision Improvement complies with all laws and requirements of the CITY, and authorizes such release.

(d) Upon certification by the CITY that the construction and installation of a category of Subdivision Improvement is complete (in accordance with §5(b) and (c) above), the CITY shall authorize the release of the ESTIMATED COST originally retained for that category *minus* a maximum retention of five percent (5%), as otherwise provided in this Section 5. The DEVELOPER shall not be released of any responsibility for installation, construction, completion, or maintenance for the required improvements, irrespective of any release that may have been issued based on specific improvements or inspections, prior to final approval of all improvements and release of the entire DEPOSIT SUM for all categories.

(e) IN NO EVENT SHALL the CITY be required to release, disburse or otherwise dispose of more than ninety-five percent (95%) of the DEPOSIT SUM, until the CITY has certified as provided herein that all categories of Subdivision Improvements have been completed in accordance with the Approved Improvement Plans and the regulations and ordinances of the CITY and the "as built drawings" have been approved by the CITY.

6. Upon completion of all of the Subdivision Improvements and prior to final release the DEVELOPER shall submit to the Community Development Director three (3) copies of "as built" drawings which show the actual installation of the said improvements, and that if after the Community Development Director or her designee reviews the "as built" drawings submitted it reasonably determines that all of the improvements have been completed and, as applicable, accepted by the respective utilities, then the Community Development Director shall approve the "as built" drawings. This Agreement shall not be deemed to create any commitment by the CITY to accept any improvement for dedication and maintenance.

7. Upon approval of the "as built" drawings and completion of the final improvements and certifications required, the final DEPOSIT SUM amounts shall be released not later than the sooner of (1) expiration of eighteen (18) months after acceptance of the improvements by the city or expiration of eighteen (18) months after occupancy permits have been issued on 90% of the all of the lots in the subdivision plats subject this agreement.

8. In the event the DEVELOPER shall be in default or abandon the Subdivision, or fail to complete the obligations herein, including, but not limited to, the failure to complete the Subdivision Improvements by the Completion Date, or the failure to properly maintain the

improvements, including keeping the Improvements free of mud, debris, erosion, or otherwise, whichever occurs first, the DEVELOPER shall forfeit to the CITY the then current balance of the DEPOSIT SUM or any portion thereof, along with any additional sums deposited pursuant to paragraph 3 above, which funds the CITY may thereafter use to complete the Subdivision Improvements or otherwise rectify the DEVELOPER's failure hereunder. The CITY may further apply such necessary amount of the DEPOSIT SUM to remedy any failure of the DEVELOPER to perform its maintenance obligations in the Subdivision. For the purpose of this Agreement and the CITY's rights hereunder, any and all of the remaining DEPOSIT SUM may be applied to completion or maintenance of any improvements, and no limitation of any kind shall be implied from the line item calculations of separate improvements. If the CITY is required to remedy any failure of the DEVELOPER to perform its Maintenance Obligations during this agreement, the CITY may also require DEVELOPER to with the CITY additional monies as may be needed as set forth in paragraph 3 herein.

9. Exercise or waiver by CITY of any enforcement action under this agreement or the CITY's Code does not waive or foreclose any other or subsequent enforcement action whatsoever. The DEPOSIT SUM and/or deposit placed under this Agreement shall be governed by the provisions of the Subdivision Code, Chapters 435 and 480, and the DEVELOPER agrees to the provisions thereof as if set forth herein. The CITY shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of DEVELOPER'S obligations under this Agreement.

10. Nothing in this Agreement is deemed to create a third party beneficiary or benefit any party besides the parties to this Agreement.

11. The CITY and DEVELOPER hereby accept this agreement as a lawful and satisfactory ESCROW AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Agreement Date”).

ACCEPTED:

**CITY OF FENTON, MISSOURI**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
City Clerk

**[Owner/Developer]**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF MISSOURI     )  
  )  
COUNTY OF ST. LOUIS    )        ss:

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a corporation of the State of Missouri, and that the foregoing instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

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

My Commission Expires:

**Exhibit 1**  
Subdivision Improvement Cost Estimates

**CITY OF FENTON  
FORM OF LETTER OF CREDIT**

\*\*\*NAME OF ISSUING BANK\*\*\*

\*\*\*Bank Address\*\*\*

\_\_\_\_\_, 20\_\_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

City of Fenton, Missouri  
625 New Smizer Mill Road  
Fenton, MO 63026  
Attn: Community Development Director

Dear Madam:

We hereby establish in favor of the CITY OF FENTON, MISSOURI, upon the application of and for the account of \*\*\*Account Party\*\*\*, \*\*\*Account Party Address\*\*\* (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$\_\_\_\_\_.00 (the "Maximum Available Credit"), **subject to the reduction as hereinafter set forth.**

For information only: This letter of credit is issued with respect to a subdivision of land in the City of Fenton, Missouri, known as \_\_\_\_\_ Subdivision Plat dated \_\_\_\_\_ issued by you for the benefit of the Account Party (the "Plat Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

- Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us

*\*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.*

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at \*\*\*Bank Address\*\*\* Attention: \_\_\_\_\_ (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business Day (as defined below). As used in this Letter of Credit, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of any of the certificate(s) specified above and if presented at our aforesaid office on or before the Expiration Date (as defined below).

If demand for payment is made hereunder in strict conformity with the terms and conditions of this Letter of Credit before 11:00 a.m. (St. Louis, Missouri time) on any Business Day, payment of the amount demanded shall be made in immediately available funds not later than 1:00 p.m. (St. Louis, Missouri time) on the next succeeding Business Day.

Payment under this Letter of Credit to you shall be made by wire transfer of immediately available funds per your instructions.

Only you or a transferee may make drawings under this Letter of Credit. Upon payment as provided above of the amount specified in a sight draft drawn hereunder, the Maximum Available Credit of the Letter of Credit shall be reduced by the amount of the payment.

If demand for payment does not conform to the terms and conditions of this Letter of Credit, we will promptly notify you thereof and of the reasons therefor, such notice to be promptly confirmed in writing to you, and we shall hold all documents at your disposal or return the same to you, if directed by you.

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on \_\_\_\_\_, \_\_\_\_\_, which date is thirty (30) months from its effective date, \*\*\*as such date may be extended as hereinafter provided\*\*\* (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibit A, presented to us for payment prior to the expiration of this Letter of Credit; **and further provided** that upon such expiration, or if automatically extended upon expiration of the last extension, we shall immediately transfer the balance of the Maximum Available Credit to you at the following account:

\_\_\_\_\_ **Bank**  
**Routing No.** \_\_\_\_\_  
**Account No.** \_\_\_\_\_  
**City of Fenton**

or such other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year from the present or any future Expiration Date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit B, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than \_\_\_\_\_ which date is thirty-six (36) months from its effective date.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit C, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Commission Publication No. 500, but excluding the provisions of Article 41 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at \*\*\*Bank Address\*\*\*. Attention: \_\_\_\_\_, specifically referring thereon to Irrevocable Letter of Credit No. \_\_\_\_\_.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be affected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit D, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Plat Approval, but excluding the UCPDC), and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. Exhibits A,B,C, and D attached hereto are incorporated herein by reference as an integral part of this Letter of Credit.

Very truly yours,  
\*\*\*NAME OF ISSUING BANK\*\*\*  
By:\_\_\_\_\_

**EXHIBIT A**  
**TO LETTER OF CREDIT**  
**FORM OF CERTIFICATE FOR "A" DRAWING**

\*\*\*Date\*\*\*

\*\*\*Name of Issuing Bank\*\*\*

\*\*\*Bank Address\*\*\*

Attention:

Re: Your Letter of Credit No. \_\_\_\_\_  
In Favor of City of Fenton, Missouri

Gentlemen:

The undersigned, a duly authorized official of City of Fenton, Missouri (the "Beneficiary"), hereby certifies to \*\*\*Name of Issuing Bank\*\*\* (the "Bank"), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Code, Improvement plans, or any Deposit Agreement.
2. The draft in the sum of \$\_\_\_\_\_ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Fenton, Missouri to

\_\_\_\_\_ Bank, Routing No. \_\_\_\_\_, Account No. \_\_\_\_\_,  
Attention: Community Development Director.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this \_\_\_\_\_ day of \_\_\_\_\_.

CITY OF FENTON, MISSOURI

By: \_\_\_\_\_  
Community Development Director

**EXHIBIT B**  
**TO LETTER OF CREDIT**  
**FORM OF NOTICE OF EXPIRATION**

\*\*\*Date\*\*\*

City of Fenton, Missouri  
625 New Smizer Mill Road  
Fenton, MO 63026  
Attn: Community Development Director

Re: Our Letter of Credit No. \_\_\_\_\_ in Favor of City of Fenton, Missouri  
Amount: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

Dear Community Development Director:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-reference letter of credit and, therefore, it will expire in full and finally on the above-mentioned date.

Very truly yours,

\*\*\*NAME OF ISSUING BANK\*\*\*

By: \_\_\_\_\_

Authorized Officer

cc: \*\*\*Account Party\*\*\*  
\*\*\*Account Party Address\*\*\*

**EXHIBIT C**  
**TO LETTER OF CREDIT**  
**FORM OF REDUCTION CERTIFICATE**

Community Development Director  
City of Fenton, Missouri  
625 New Smizer Mill Road  
Fenton, MO 63026

\*\*\*Date\*\*\*

\*\*\*Name of Issuing Bank\*\*\*

\*\*\*Bank Address\*\*\*

Attention:

LETTER OF CREDIT NUMBER: \_\_\_\_\_

IN ORIGINAL AMOUNT OF: \$ \_\_\_\_\_

Gentlemen:

This certificate authorizes reduction in the amount of \$\_\_\_\_\_ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$ \_\_\_\_\_.

CITY OF FENTON, MISSOURI

By: \_\_\_\_\_  
Community Development Director

Memo to Developer: for information only

(This portion will be provided for developer's information and will not form a part of the reduction certificate.)

**EXHIBIT D**

**TO LETTER OF CREDIT**

**FORM FOR FULL TRANSFER OF LETTER OF CREDIT**

\*\*\*Date\*\*\*

\*\*\*Name of Issuing Bank\*\*\*

\*\*\*Bank Address\*\*\*

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. \_\_\_\_\_ in favor of City of Fenton, Missouri

Gentlemen:

The undersigned, City of Fenton, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [name and address of Transferee] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in the Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF FENTON, MISSOURI

[NAME OF TRANSFEREE]

By: \_\_\_\_\_

By: \_\_\_\_\_

Community Development Director

[Name and Title of

Authorized Officer of Transferee]

## SIGNATURE BLOCK EXAMPLES

UNDERSIGNED HEREBY CERTIFIES THAT THIS BOUNDARY ADJUSTMENT PLAT, SUBJECT TO ALL CONDITIONS CONTAINED HEREON, HAS BEEN APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF FENTON, MISSOURI, FOR RECORDING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
JERRY ODEHNAL, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION  
CITY OF FENTON

I, JANE HUNGLER, CITY CLERK FOR THE CITY OF FENTON, MISSOURI, DO HEREBY CERTIFY THAT THIS BOUNDARY ADJUSTMENT PLAT WAS APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF FENTON, MISSOURI. PASSED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, BY ORDINANCE \_\_\_\_\_.

\_\_\_\_\_  
JANE HUNGLER  
CITY CLERK, CITY OF FENTON