

1
2
3
4
5
6

Security Agreement for GRADING PERMIT

7 **THIS AGREEMENT**, made and entered into this _____ day of _____,
8
9 by and between _____, hereinafter called
10
11 “Developer”, Greene County, Missouri, and _____.
12 hereinafter called “Lender”.

13
14 **WITNESSETH:**

15
16
17 **WHEREAS**, Developer has submitted an application for a **Grading Permit** in Greene County,
18 Missouri, named _____
19 and said Developer is required by the Zoning Regulations (Article IV, Section 27) of the County, to
20 “post a performance bond, escrow agreement, lender’s agreement, cash bond, cash or certified check of
21 not less than the value of all work to be done under the grading, sediment, and erosion control plan”,
22 prior to issuance of said **Grading Permit** by the County; and

23
24 **WHEREAS**, Lender is an accredited financial institution authorized to lend money in the State of
25 Missouri and has made a loan to Developer of money for the development of said subdivision which
26 includes an amount sufficient to pay the estimated cost of the work described in this Agreement; which
27 monies will be disbursed by Lender as the work is completed;

28
29 **NOW, THEREFORE**, in consideration of the mutual covenants contained herein and the mutual
30 benefits to be derived therefrom, it is hereby agreed and understood by and between the parties hereto as
31 follows:

32
33 1. Lender has made a loan in the amount of \$ _____ to Developer, which loan
34 includes as one of the purposes the work on the approved drawings listed below, with estimated costs as
35 itemized in attached Exhibit “A”:

36
37 **Grading, Stormwater Improvements, and Erosion and Sediment Controls per**
38 **Plan No. _____ Greene County Planning & Zoning Department.**
39
40

1 Lender hereby consents and Developer hereby conditionally sells, assigns, transfers, and grants a security
2 interest to the County in the loan by assigning to County such portion of the loan as needed to equal the
3 total estimated costs of the required work as set forth herein. In the event Developer fails to complete
4 the work as set forth in Paragraph 2, the assignment shall stand perfected and the Lender agrees to make
5 such funds available to the County for the purpose of completing said work pursuant to Paragraph 2 of
6 this agreement. In the event the Developer completes the work described herein and said work is
7 accepted by the County, this assignment shall be null and void.

8
9 At the time of recording of the final plat for said subdivision, the County may, at its discretion allow any
10 uncompleted portion of the work to be included in the bond or Security Agreement for required public
11 improvements.

12
13 2. In the event Developer fails to complete any of the work set forth in Paragraph 1 hereof within the
14 period of time allowed by the **Grading Permit** and Developer fails to notify County and Lender of
15 Developer's inability to complete the required improvements within said time period, then Lender is
16 hereby expressly authorized to disburse to County such portion of the amounts set forth in Paragraph 1
17 hereof as shall be required to complete the necessary improvements. In such event, County may
18 construct such improvements under the direction of the Planning & Zoning Department at its actual cost,
19 including a reasonable charge for engineering and inspection, or the County may contract with one or
20 more responsible contractors, in which case the costs shall be based on the contract amount. Upon
21 written notice from the Developer of his inability to complete the improvements within the prescribed
22 time period, the County may, at its discretion, allow additional time to complete improvements if the
23 delay in completing the improvements is due to factors beyond the Developer's control. Such extension
24 of time shall be granted in writing.

25
26 3. By execution of these presents and for valuable consideration paid to it by Developer, the Lender
27 agrees to meet the obligations imposed upon it hereby.

28
29 4. The parties agree that the venue for any litigation arising out of the Agreement shall be in the Circuit
30 Court of Greene County, Missouri, and expressly waive any rights to any other venue.

31
32 5. When all the work shall have been completed, and approved by the County, or any uncompleted
33 portions of the work have been, at the discretion of the County, included in the bond or Security
34 Agreement required for recording of the Subdivision plat, the Agreement shall terminate. If any
35 mechanics lien shall be filed with the statutory period therefore, Developer and Lender shall be
36 responsible for satisfying said lien or contesting it. In the event a final judgment enforcing any such lien
37 shall be obtained, Developer and/or Lender shall promptly satisfy the same.

38
39
40
41
42

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

By: _____
Developer (Please print)

Developer's Signature

By: _____
Lender (Please print)

Lender's Authorized Signature

GREENE COUNTY, MISSOURI

BY: Kevin R. Barnes, PE
Greene County Stormwater Engineer

***Exhibit "A" to Security Agreement for Grading Permit**

Itemized Cost Estimate

Subdivision Name

Final Plat File Code

Item	Quantity	Units	Amount
Temporary gravel const. Entrance	1	EA	
Straw/hay bale dike		LF	
Sediment basin	1	LS	
(List other initial sediment controls)			
Detention basin grading	1	LS	
Detention basin outlet structure		LS	
Detention basin trickle channel		LF	
Seed & mulch sediment/detention basin berms		AC	
Rough grade streets		LF	
Rough grade lots		LS	
Rough grade drainage channel, (Line A, 1, etc.)		LF	
Storm Sewer Line A			
15" RCP		LF	
etc, pipe size & type		LF	
Junction Box		EA	
SS-6 inlet		EA	
DI-1 inlet		EA	
xx" Flared end section		EA	
Grouted riprap		SF	
Etc for each storm sewer line			
Seed & Mulch			

