



GREENE COUNTY COMMISSION

HAROLD BENGSCHE
COMMISSIONER 1ST DISTRICT

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PRESIDING COMMISSIONER

JOHN C. RUSSELL
COMMISSIONER 2ND DISTRICT

RESOURCE MANAGEMENT DEPARTMENT

Planning & Zoning • Building Regulations • Environmental • Building Operations • General Services

Security Agreement
for
GRADING PERMIT

THIS AGREEMENT, made and entered into this _____ day of _____,
by and between _____, hereinafter called
“Developer”, Greene County, Missouri, and _____,
hereinafter called “Lender”.

WITNESSETH:

WHEREAS, Developer has submitted an application for a Grading Permit in Greene County, Missouri, for _____ and said Developer is required by the Zoning Regulations (Article IV, Section 27) of the County, to “post a performance bond, escrow agreement, lender’s agreement, cash bond, cash or certified check of not less than \$2,000 per graded acre plus the value of all work to be done under the grading, sediment, and erosion control plan including all other temporary and permanent sediment and erosion control measures”, prior to issuance of said Grading Permit by the County; and

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

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

- 1. Lender has made a loan in the amount of \$ _____ to Developer, which loan includes as one of the purposes the work on the approved drawings listed below, with estimated costs as

itemized in attached Exhibit "A":

**Grading, Stormwater Improvements, and Erosion and Sediment Controls per
Grading Permit No. _____ Greene County, Resource Management Dept.**

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

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

2. In the event Developer fails to complete any of the work set forth in Paragraph 1 hereof within the period of time allowed by the **Grading Permit** and Developer fails to notify County and Lender of Developer's inability to complete the required improvements within said time period, then Lender is hereby expressly authorized to disburse to County such portion of the amounts set forth in Paragraph 1 hereof as shall be required to complete the necessary improvements. In such event, County may construct such improvements under the direction of the Planning & Zoning Department at its actual cost, including a reasonable charge for engineering and inspection, or the County may contract with one or more responsible contractors, in which case the costs shall be based on the contract amount. Upon written notice from the Developer of his inability to complete the improvements within the prescribed time period, the County may, at its discretion, allow additional time to complete improvements if the delay in completing the improvements is due to factors beyond the Developer's control. Such extension of time shall be granted in writing.
3. By execution of these presents and for valuable consideration paid to it by Developer, the Lender agrees to meet the obligations imposed upon it hereby.
4. The parties agree that the venue for any litigation arising out of the Agreement shall be in the Circuit Court of Greene County, Missouri, and expressly waive any rights to any other venue.
5. When all the work shall have been completed, and approved by the County, or any uncompleted portions of the work have been, at the discretion of the County, included in the bond or Security Agreement required for recording of the Subdivision plat, the Agreement shall terminate. If any mechanics lien shall be filed with the statutory period therefore, Developer and Lender shall be responsible for satisfying said lien or contesting it. In the event a final judgment enforcing any such lien shall be obtained, Developer and/or Lender shall promptly satisfy the same.

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: Tyler G. Goodwyn, PE

Greene County Stormwater Engineer

***Exhibit “A” to Security Agreement for Grading Permit**

Itemized Cost Estimate

Development Name

Item	Quantity	Units	Amount
Temporary gravel const. Entrance	1	EA	
Compost filter sock/ Perimeter control		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	
Ditch Checks		AC	
Rough grade streets		LF	
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	
Riprap or Scour Protection		SF	
Etc for each storm sewer line			
Seed & Mulch		acre	
Permanent TRM		SY	
Erosion Control Blanket		SY	
Total			