

**PERFORMANCE GUARANTEE AGREEMENT  
FOR EROSION & SEDIMENT CONTROL**

Cashier's Check Performance Guarantee

THIS PERFORMANCE GUARANTEE AGREEMENT made and entered into by \_\_\_\_\_, hereinafter called "DEVELOPER", and ST. CHARLES COUNTY, MISSOURI, hereinafter called "COUNTY":

WHEREAS, pursuant to Chapter 412 of the Unified Development Ordinance of St. Charles County, Ordinances of St. Charles County, Missouri ("OSCCMo"), the *DEVELOPER* has applied for Land Disturbance Permit No. \_\_\_\_\_ for a site in unincorporated St. Charles County, known as \_\_\_\_\_, all subject to the installation and maintenance of erosion and sediment controls to be approved with that Permit; and,

WHEREAS, Section 412.080, OSCCMo requires the posting of a PERFORMANCE GUARANTEE to guarantee the stabilization of the above-mentioned site upon completion or stoppage of the land disturbance at that site; and,

WHEREAS, pursuant to Section 412.080, OSCCMo, the COUNTY has reasonably estimated and determined that the amount of the PERFORMANCE GUARANTEE required for the stabilization of the above-mentioned site upon completion or stoppage of land disturbance activity at that site, hereinafter called the "PERFORMANCE GUARANTEE SUM", is \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_).

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

**IT IS HEREBY MUTUALLY AGREED:**

1. That the DEVELOPER shall complete the stabilization of the above-mentioned site within thirty (30) days of completion or stoppage of the land disturbance activity at that site.
2. That the DEVELOPER has given to the COUNTY a performance guarantee in the form of a **Cashier's Check No.** \_\_\_\_\_ ("Cashier's Check") issued by \_\_\_\_\_ bank on the bank's account and made payable to the COUNTY in the amount of the PERFORMANCE GUARANTEE SUM of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) to guarantee the stabilization of the above-mentioned site upon completion or stoppage of the land disturbance activity at that site as required by, and pursuant to Chapter 412, OSCCMo.
3. That in the event that the PERFORMANCE GUARANTEE SUM herein provided is insufficient to complete the stabilization of the above-mentioned site upon completion or stoppage of the land disturbance activity at that site, the DEVELOPER will give to the COUNTY an additional Cashier's Check issued by \_\_\_\_\_ bank on

the bank's account and made payable to the COUNTY in the amount of the additional funds which, together with the PERFORMANCE GUARANTEE SUM are sufficient to complete the stabilization of the above-mentioned site upon completion or stoppage of the land disturbance activity at that site as required by, and pursuant to Chapter 412, OSCCMo. The term "Cashier's Check" as used hereinafter shall include the additional Cashier's Check, and the term "PERFORMANCE GUARANTEE SUM" shall include the amount of the additional Cashier's Check.

4. That in the event that the DEVELOPER fails to complete the stabilization of the above-mentioned site within thirty (30) days of completion or stoppage of the land disturbance activity at that site as required by Chapter 412, OSCCMo, then, unless an extension of time is granted by the COUNTY, the COUNTY shall, in its sole discretion, remove an amount up to the PERFORMANCE GUARANTEE SUM as ordered and directed by the COUNTY and use the amount of funds, to complete or have completed, the said stabilization.
5. That the COUNTY shall only return the PERFORMANCE GUARANTEE SUM to the DEVELOPER pursuant to Section 412.080.C, OSCCMo.
6. That the COUNTY hereby accepts this agreement and the Cashier's Check made payable and delivered to the COUNTY hereunder as a satisfactory PERFORMANCE GUARANTEE AGREEMENT.

*[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]*

IN WITNESS WHEREOF, the parties have entered into this PERFORMANCE GUARANTEE AGREEMENT on the date last written below.

Executed by the Developer this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Executed by the County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Developer's Signature

\_\_\_\_\_

\_\_\_\_\_  
Print Name & Office

\_\_\_\_\_

\_\_\_\_\_  
Address

APPROVED:

THE COUNTY OF ST. CHARLES  
OF THE STATE OF MISSOURI

BY: \_\_\_\_\_  
Director Development Review

ATTEST: \_\_\_\_\_  
County Registrar

(COUNTY SEAL)