

## CONTRACT

This Agreement entered into this \_\_\_\_ day of December, 2014, by the City of Waterloo, Iowa, hereinafter referred to as First Party and Robin Hood Enterprises, LLC, an Iowa limited liability company, hereinafter referred to as Second Party.

THAT WHEREAS, the Second Party has filed with the City Planning, Programming, and Zoning Commission of the City of Waterloo, Iowa, a final plat which must be approved by the City Council of Waterloo, Iowa, and

WHEREAS, said addition is to be known as Nottingham Third Addition, and

WHEREAS, it is the desire of the City Council of the City of Waterloo, Iowa, that sanitary sewers, storm sewers, curb and gutter, street paving and, when applicable, concrete sidewalks be installed throughout said addition and that the streets in said addition be brought to grade acceptable to the Council of the City of Waterloo, Iowa, and that all work above referred to be done under the supervision and direction of the City Engineer of Waterloo, Iowa, and

WHEREAS, Second Party is unable to complete the installation of said above referred to improvements and the grading of the streets in said addition at this time and desire, in lieu of completion of said improvements to enter into this Agreement with the City of Waterloo, Iowa, providing for the completion of said improvements within a fixed period of time.

NOW THEREFORE, it is agreed as follows: that in consideration of the approval by the City Council of the City of Waterloo, Iowa, of the above-described final plat, Second Party at its sole expense, agrees to bring the streets in said addition to such grade as is now or shall hereafter be established by the City Council and the City Engineer of Waterloo, Iowa, and to install and construct throughout said addition the sanitary sewers, storm sewers, curb and gutter, street paving and concrete sidewalks, all in accordance with the preliminary plat, heretofore filed with the City Planning, Programming, and Zoning Commission and with the City Clerk of Waterloo, Iowa, and it is further agreed that the actual construction of said improvements shall be done in the manner provided by law and in accordance with City Ordinances pertaining thereto and under the supervision of the Office of City Engineer of Waterloo, Iowa.

IT IS FURTHER AGREED, that concurrently with the execution of this Contract Second Party has executed and caused to be filed with the City of Waterloo, Iowa, its request for sanitary sewer, storm sewer, curb and gutter, street paving and sidewalk construction Petition and Waiver of Notice, Hearing and Assessments thereon for the sole purpose of allowing the City of Waterloo to proceed to construct the said public improvements and assess the costs thereof against the benefited property of the addition in the event that the Second Party fails to comply with the provisions of this Contract.

IT IS FURTHER AGREED, that said improvements shall be completed no later than the 30<sup>th</sup> day of September, 2015, and the City of Waterloo is hereby specifically authorized to proceed to have any improvement covered by this Agreement completed any time after said date.

WITNESS our signatures hereto this \_\_\_\_ day of December, 2014.

ROBIN HOOD ENTERPRISES, LLC

By: \_\_\_\_\_  
Richard C. Young, Manager

SECOND PARTY

CITY OF WATERLOO, IOWA

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

FIRST PARTY