

APPENDIX B: Subdivision Development Agreement

SUBDIVISION DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into on this ____ day of _____, 20__, between THE CITY OF COLUMBIA, TENNESSEE, (hereinafter the "CITY"), and KCS Property LLC, the DEVELOPER (hereinafter the "DEVELOPER") named on the Addendum to this Agreement attached hereto and by this reference made a part hereof (hereinafter the "ADDENDUM").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described on the ADDENDUM (hereinafter called the "PROJECT"); and,

WHEREAS, the Development Plan of the PROJECT has been approved by the Columbia Municipal Planning Commission (hereinafter the "Planning Commission") on the _____ day of _____ 20__, pursuant to Tennessee Code Annotated Title 13, Chapters 3 and 4, and the Subdivision Regulations of Columbia, Tennessee (the Subdivision Regulations); and,

WHEREAS, the DEVELOPER is the owner of the PROJECT and has authority to engage in such development; and,

WHEREAS, the DEVELOPER desires to develop and improve said PROJECT; and,

WHEREAS, in order to provide for the health, safety and welfare of future residents of the PROJECT, it will be necessary for certain improvements to the CITY'S utility systems and public infrastructure to be constructed within and to serve the PROJECT. Public infrastructure shall include, but not be limited to, roads, bridges, sidewalks, storm water conveyance and detention systems, street signs, markings, signals and the like; and,

WHEREAS, in order for said improvements to be fully integrated with the utility systems and public infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to construct in accordance with the Subdivision Regulations and other rules, regulations and ordinances of the CITY public improvements in said project and extend utilities to the project at his own cost; and,

WHEREAS, the CITY is willing to accept the dedication of the streets, utilities and other improvements subject to the applicant's compliance with all requirements in this agreement and applicable existing laws of the CITY of Columbia and the State of Tennessee,

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall pay for all material and labor necessary to install and complete the roads, sidewalks, sewers, utilities and other facilities in accordance with this agreement.

B. Surety

At the time of execution of this agreement, the DEVELOPER agrees that prior to recording a final plat, said DEVELOPER shall give the CITY an Irrevocable Letter-of-Credit, on a bank licensed to do business in Tennessee and insured by the FDIC, irrevocable without conditions, and callable upon a bank doing business in Columbia, Tennessee, in an amount determined by the Engineering Department for utilities and improvements, including roads, sidewalks, drainage, and other improvements specified by the plans and plats of the development approved by the CITY and the Planning Commission. This Letter-of-Credit shall secure performance of all obligations of the DEVELOPER under this agreement pursuant to Planning Commission approved plans and filings. The Letter-of-Credit shall meet all requirements established in Article 3 (ASSURANCE FOR COMPLETION AND MAINTENANCE OF IMPROVEMENTS) of the Subdivision Regulations and secure full compliance with all terms and conditions of this agreement, including payment of all amounts payable by the DEVELOPER or DEVELOPER'S obligations hereunder, and its obligations under the warranty and indemnification provisions hereof. The Letter-of-Credit may be called for failure to comply with the provisions of this agreement in whole or in part according to the terms of the Letter-of-Credit. The Letter-of-Credit will not be released, except and until there has been full compliance with this agreement and upon certification of a licensed engineer that the development has been completed in full compliance with the approved plat and construction plans.

C. Inspection

The CITY shall have a continuous right to inspect the work and facilities to assure that the facilities are constructed in accordance with the Subdivision Regulations and approved construction plans.

D. Right of Entry

The CITY shall have the right, in case a Letter-of Credit is called for noncompliance, to enter upon any property of the DEVELOPER and take all necessary actions to complete the work and obligations not completed.

E. Acceptance of Facilities

Upon notice by the CITY of acceptance of all or part of the facilities, then those facilities specified in the acceptance shall become the property of the CITY free from all claims from any person or entity without the necessity of any further writing, agreement, or deed. The parties intend that this agreement shall operate as a conveyance of the facilities when the facilities are accepted. The DEVELOPER further agrees that any facilities placed within a public or platted right-of-way or dedicated public easement are irrevocably dedicated to the public use without any right of reimbursement or compensation of any kind.

F. Failure to Install

In the event the DEVELOPER fails to install the facilities in accordance with the terms of this agreement, the CITY may, in its sole discretion, elect to accept all or a portion of the facilities installed. Should the CITY choose to accept all or a portion of these facilities, the CITY shall become the sole owner of these facilities. The CITY may give notice of acceptance by writing delivered to the DEVELOPER or recorded in the Register's Office of Maury County, Tennessee. No further writing or deed shall be required. The CITY'S election to accept such facilities shall not be construed as an assumption of any obligation related to these facilities such as the obligation to maintain the facilities or to pay for any part of the cost of installing the facilities.

G. Fees Not Refundable

If the DEVELOPER fails to install the facilities in accordance with the terms of this Agreement, no portion of the review fees or other amounts paid to the CITY shall be refundable to the DEVELOPER.

H. Legal Expense in Case of Default

In the event the DEVELOPER or its sureties breach this agreement, they shall bear all costs of the CITY'S reasonable expenses, including attorney's fees and other expenses incurred in enforcing or completing this agreement, whether incurred by negotiation, litigation or otherwise.

I. City Ordinances, Rules and Regulations

All currently existing CITY ordinances, rules and regulations and the Subdivision Regulations adopted by the Planning Commission are made a part of this agreement.

In the event of a conflict between the terms of this agreement and a CITY ordinance, the ordinance shall prevail. In the event of a conflict between the terms of this agreement and the Subdivision Regulations, the Subdivision Regulations shall prevail. All work done under this agreement is to be performed in accordance with plans, and specifications approved by the City and made a part, hereof.

J. Agreement Not Assignable

No third party shall obtain any benefits or rights under this agreement nor shall the rights or duties be assigned by either party.

K. Revocation and Interpretation

This agreement shall bind DEVELOPER when executed by DEVELOPER and may not be revoked by DEVELOPER without permission of the CITY, even if the agreement has not been executed by the CITY, or does not bind CITY, for other reasons. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Maury County, Tennessee, and Tennessee Appellate Courts.

L. No Oral Agreement

This agreement may not be orally amended and supersedes all prior negotiations, commitments or understandings.

M. Separability

If any portion of this agreement is held to be unenforceable, the CITY shall have the right to determine whether the remainder of the agreement shall remain in effect or whether the agreement shall be void and all rights of the DEVELOPER pursuant to this agreement terminated.

N. Transferability

The DEVELOPER or Owner agrees that he will not transfer the property on which this proposed subdivision is to be located without first providing the CITY with notice of when the transfer is to occur and who the proposed transferee is, along with appropriate address and telephone numbers. If it is the transferee's intention to develop this subdivision in accordance with the agreement, the DEVELOPER agrees to provide the CITY an Assumption Agreement whereby the transferee agrees to perform the improvements required under this agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the CITY Attorney. The DEVELOPER and Owner understand that if he transfers said property without providing the notice of transfer and Assumption Agreement as required herein, he will be in breach of this agreement and in violation of the subdivision regulations. The DEVELOPER further agrees that he shall remain liable under the terms of this agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the CITY and a new agreement and Performance Surety is issued naming the new owners as principal.

O. Covenants, Conditions and Restrictions to Be Filed

In the event a home owners' association is required or will be established, the DEVELOPER will submit a Declaration of Covenants, Conditions and Restrictions to be filed with and recorded with the final plat. The Declaration of Covenants, Conditions and Restrictions shall contain all provisions required by the Zoning Ordinances, of the CITY and shall include provisions for a home owners' association to maintain all detention or retention ponds, common drainage ditches and any and all common areas. The Declaration of Covenants, Conditions and Restrictions shall contain provisions for the CITY, to have the right, but not the obligation, to enforce any restrictions dealing with health, safety, and welfare which could be, otherwise, enforced by any land owner of record in the development. The Declaration of Covenants, Conditions and Restrictions shall also contain provisions for assessments of property for maintenance of common areas and provisions for enforcement of the assessments by liens, removal of voting rights, and enforcement at law and equity. The Declaration of Covenants, Conditions and Restrictions shall make adequate and sufficient provisions for the maintenance of any commonly owned detention ponds or drainage areas to include an amortizing of maintenance costs to be provided to the home owners' association by the DEVELOPER at the time of the establishment of the home owners' association. The Declaration of Covenants, Conditions and Restrictions shall run with the land and must be approved by the Planning Department, prior to recordation, as a part of the final plat.

P. Time Period for Construction

In consideration of the promise by the CITY to accept for maintenance the streets, utilities and other infrastructure covered by this agreement, the DEVELOPER agrees to be bound to complete within two (2) years of commencement of construction all improvements shown on the plat and plans and all things required by this agreement. The DEVELOPER further agrees that if due to unforeseen circumstances, he is unable to complete all work included in this agreement within the time specified above, but desires to complete said agreement to the satisfaction of the CITY, he shall submit a written request for extension of the agreement period to the CITY at least sixty (60) days prior to the expiration of the existing agreement period, specifying the reason for his failure to complete the work as agreed and a prospective date for such completion. The DEVELOPER further agrees that if the surety (Letter-of-Credit) executed to secure the value of the work to be performed under this agreement, due to inflation or rising costs, is inadequate to secure the cost of said improvements at the time an extension is sought, he will provide the additional security to bring the surety amount in line with current cost projections as made by the CITY. The CITY agrees that it will not unreasonably withhold approval of extensions where the DEVELOPER has complied with the requirements of notice to the CITY and provided the required additional security, if any is needed. The DEVELOPER understands that his failure to follow this extension procedure constitutes a breach of this agreement and places him in violation of the Subdivision Regulations. The DEVELOPER further understands that should he fail to complete any part of the work outlined in this agreement in a good and workmanlike manner as approved the CITY shall reserve the right to withhold and withdraw all building permits and sewer service within the subdivision until all items of this Agreement have been fulfilled by the DEVELOPER.

II. DESIGN AND APPROVAL

A. Contents of Plans

The DEVELOPER shall cause to be prepared and submitted to the CITY, plans (the "Plans") describing in reasonable detail all utility systems, all storm water management systems, and all street system improvements necessary to provide adequate services to the Project (hereinafter called the "IMPROVEMENTS"). The plans shall include all information required by Section 2-8 (Construction Plans) of the Subdivision Regulations and any other details as requested by the CITY. It is recognized that the IMPROVEMENTS may be constructed in phases as the Project is developed. The DEVELOPER shall submit the Plans as provided herein for each phase and execute a separate DEVELOPMENT AGREEMENT for each phase.

B. Preparation of Plans

The Plans shall be prepared by an engineer licensed by the State of Tennessee to design all systems and shall bear the seal, signature, date and license number of the engineer preparing the Plans

C. Design Criteria

The design of water and sewer improvements shall follow the State of Tennessee and Columbia Water and Sewerage Systems design criteria. Storm water management and road improvements shall be designed according to the Subdivision Regulations, all other applicable municipal specifications and ordinances and sound engineering judgment. In all cases, the specifications and design details for the Improvements shall be those of the CITY and those as approved by the State of Tennessee Department of Environment and

Conservation. CITY requirements will control if more stringent than State standards. In the event of a disagreement as to compliance with or interpretation of the Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on the DEVELOPER. Five (5) sets of the Plans shall be submitted by the DEVELOPER to the CITY. The CITY Engineering Department agrees to review the Drawings and Plans so submitted in a timely manner. DEVELOPER agrees to make all revisions to the Plans as required by the CITY. Following review and approval of the Plans, or following review and approval of revised Plans if revisions have been required, a representative of the CITY Engineering Department will sign the Plans. The DEVELOPER must then submit the Plans, as approved by the CITY Engineer, to the Tennessee Department of Environment and Conservation for approval.

III. COMMENCEMENT OF CONSTRUCTION

Construction of Improvements may not begin until the following events have occurred:

- A. The Plans are approved by the CITY, and all necessary facets of platting and construction plan approval, through the Planning Commission, have been completed.
- B. The Tennessee Department of Environment and Conservation has approved the applicable portions of the Plans and has confirmed its approval to the CITY and/or DEVELOPER in writing.
- C. If required, the review fee described in Paragraph XIII (FEES), hereof, has been paid in full.
- D. The CITY shall have received an appropriately executed Development Agreement.
- E. The DEVELOPER shall give the CITY notice of commencement of construction, in writing at least one (1) working day prior to commencement.

IV. CONSTRUCTION

A. Utilities

DEVELOPER agrees to pay the cost of a State approved sewage system complete with necessary stations and force mains and with manholes, outside the boundary of the subdivision as approved by the CITY. The DEVELOPER further agrees to pay the cost of sewer mains, manhole, and sewer service laterals from the sewer main to the front property line of each lot within the subdivision as approved by the CITY upon the subdivision plans and specifications. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory testing costs incidental to the sewer service in or to the subdivision. The DEVELOPER shall be responsible for the cost of any and all relocation, adjustment, modification, installation and removal of utilities brought about as a result of the development of the project, including street cut repair, both on and off site. As a part of constructing the Improvements, the DEVELOPER shall install, in accordance with the Plans and CITY specifications, all water service taps, fire lines, sewer service, and all facilities, equipment and accessories relating thereto, necessary to provide utility service to the Project.

B. Storm Water Management Systems

The DEVELOPER shall be responsible for all storm water management work, including ditch stabilization, bank protection, and fencing adjacent to open ditches made necessary by the development of this subdivision.

1. The DEVELOPER shall provide and deliver the formal written opinion of a licensed and bonded professional engineer certifying that he has reviewed the entire water shed wherein the subdivision is located and that upon full development at the greatest allowable use density under existing zoning of all land within that watershed, the proposed subdivision will not increase, alter or affect the flow of surface waters, nor contribute to same, so as to damage, flood or adversely affect any property. Further, the DEVELOPER agrees to hold harmless and defend the CITY from any claim, cause of action or liability, alleged and/or proven, to have arisen directly or indirectly from alteration to the surface water by reason of the DEVELOPER'S design, construction, installation or the development itself, in whole or part.
2. To properly manage storm water runoff during the construction process the DEVELOPER shall provide necessary erosion control in accordance with the storm water management plan for the development as approved by the CITY in conformance with the published design standards and specifications of the CITY. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the CITY to prevent erosion. In the event the CITY determines that necessary erosion control is not being provided by the DEVELOPER, the proper authority shall officially notify the DEVELOPER of the problem. If the DEVELOPER has not begun to provide satisfactory erosion control within five (5) days after the notice, then the proper authority shall issue a stop work order to be effective until satisfactory erosion control measures have been provided.
3. Any and all unenclosed water courses lying partially or wholly within the bounds of this subdivision shall be constructed to adequate cross section to provide design flow without threat of erosion or flooding of any property within this subdivision, or of any adjoining property.
4. All storm water management structures necessitated by the infrastructure plans for this development that affect any watercourse lying partially or wholly within this subdivision are to be provided by the DEVELOPER.
5. It is understood and agreed that the CITY in its proprietary function is not and could not be expected to oversee, supervise, or direct the construction of all drainage improvements, and the excavation incident thereto. Neither is the CITY vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process. The CITY is vested with the right of periodic inspections, stop work order and final approval as a measure of secondary or subsequent enforcement. The DEVELOPER has and shall retain the responsibility to properly anticipate, survey, design and construct the subdivision storm water improvements and give full assurance that same shall not adversely affect the flow or quality of surface water from or upon any property. In providing technical assistance, plan and design review, the CITY does not and shall not relieve or accept any liability from the DEVELOPER.

C. Street Construction

The DEVELOPER, hereby, agrees to construct and improve the streets shown on the Plans to comply with the construction standards of the CITY and to the satisfaction and approval of the CITY Engineer by grading, draining, subgrade preparation, base preparation, curb and gutter, signage, striping, signalization sidewalk installation and paving with the required amount of material the full required width. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory cost incidental to the construction of subdivision streets including but not limited to material and density testing.

1. It is agreed and understood that all grading within the street right-of-way and public easements shall be completed before the utilities are installed.
2. The DEVELOPER further agrees to furnish and install asphalt base and a final asphalt surface course (wearing surface) in accordance with the Subdivision Regulations. The final surface shall be placed at least one (1) year (twelve (12) consecutive months) after final plat approval, but not more than two (2) years (twenty-four (24) consecutive months) unless a time extension is requested, and approved by the CITY. The DEVELOPER may request to install final surface within the first twelve months of acceptance if building activity is seventy-five (75) percent complete or otherwise specifically approved by the CITY.
3. The DEVELOPER further agrees to make all necessary adjustments to manholes and valve boxes to meet finished surface grade and to repair subsurface or base material, as required, in areas recommended by the CITY Engineer, prior to application of final surface. It is further agreed and understood that if it is not necessary to change the existing grade or disturb the pavement of an existing street or road, the DEVELOPER shall only be required to construct drainage, grade, gravel and pave to match the existing pavement and construct sidewalks and curb and gutter as required. If the existing grade is changed, the DEVELOPER shall be required to grade, gravel and pave the full width of said street.

D. Site Grading

The DEVELOPER, hereby, agrees to construct all site grading as shown on the Development plans to comply with the approved drawings, including the approved Erosion Control Plan for the development and to comply with the Subdivision Regulations, Stormwater Management Regulations, and other rules, regulations and ordinances of the CITY.

V. OFF-SITE IMPROVEMENTS (UTILITIES)

The DEVELOPER shall construct any and all off-site facilities that may be required to serve the Project, not including any additions, improvements and upgrades. Unless specifically noted in the Plans and made a part of this agreement, the CITY shall not be required to reimburse the DEVELOPER for construction of off-site Improvements if additional customers should later use the off-site facilities financed by the DEVELOPER.

VI. INSPECTION AND COMPLIANCE

After construction begins, the CITY shall provide on-site construction inspection as the CITY deems necessary to insure that all work is performed and completed in accordance with the Plans, the City's specifications and the contents of this agreement. In the event of a disagreement as to compliance with or interpretation of the Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on the DEVELOPER. If the DEVELOPER fails to construct in accordance with the approved Plans or to comply with the CITY'S specifications, the CITY may issue a stop-work order and DEVELOPER, hereby, agrees to be bound by such order.

VII. TESTING

The DEVELOPER agrees to pay the cost of all engineering, inspection and laboratory cost incidental to construction of the streets, sidewalks, utilities, sewers, compacted fill material and other facilities included within this agreement. Such testing includes, but is not limited to, material and density testing.

VIII. SCRAP REMOVAL

The DEVELOPER agrees that he will comply with all local, state, and federal rules and regulations regarding waste material and debris disposal.

IX. ACCEPTANCE (ROADS AND UTILITIES)

At such time as the improvements have been constructed and installed, in accordance with the Plans and specifications, required testing has been accomplished and the test results found satisfactory, and all clean-up and cover-up has been done to the satisfaction of an authorized representative of the CITY, a letter of tentative acceptance of construction will be provided by the DEVELOPER. Formal acceptance shall follow the procedure established in the Subdivision Regulations.

The DEVELOPER agrees he shall have no claim, direct or implied, in the title or ownership of the improvements specified in this agreement when the approved phases are completed and thereafter accepted by the CITY. The DEVELOPER will be responsible for construction failures and defects in the subdivision for one (1) year after the date of preliminary acceptance of the subdivision construction. During this period, it shall remain the responsibility of the DEVELOPER to correct and cure these defects and failures.

X. WARRANTY

The DEVELOPER warrants that all installed facilities are free from defects in design, materials or workmanship for a period of one (1) year from the date of written preliminary acceptance by the CITY. Further, the DEVELOPER shall immediately repair, at its own costs, all defects of any type whatsoever which occur within one (1) year from the date the facilities are accepted in writing by the CITY. The CITY shall have the right to make repairs or have others make the repairs at the expense of the DEVELOPER, if the CITY deems it necessary. The DEVELOPER shall pay for all work, labor, materials and all other expenses of the facilities in a timely manner and this shall include any amounts that exceed the letter- of-credit. If the DEVELOPER does not pay in a timely manner, the DEVELOPER hereby authorizes the CITY to call payable its Letter-of-Credit, without any formal or further action, and to make the payments that are due for the facilities whether the debts are secured by a valid lien.

The DEVELOPER further agrees to execute a maintenance surety (Letter-of-Credit) with good security in the amount of ten (10) percent of the construction cost of the facilities being offered for dedication. Twelve (12) months after preliminary acceptance of the facilities included in the offer of dedication, a follow up inspection will be made by the CITY to determine and list any defects or failures of improvements within the subdivision. All failures

or defects, if any, shall be repaired within thirty (30) days, after which the surety will be released and cancelled by CITY.

XI. EASEMENTS

The DEVELOPER shall obtain and dedicate to the CITY or cause to be dedicated to the CITY, either by dedication on the plat or by easement deed, in either case in a form acceptable to the CITY, permanent easements of such widths as required by the CITY and noted on the Plans. The DEVELOPER or the Owner further agrees that he will grant the necessary easement and rights-of-way across his properties without expense to the CITY and waive any claim for damages.

XII. AS-BUILT DRAWINGS AND POST-COMPLETION ITEMS

The DEVELOPER agrees to furnish to the CITY as-built plans, on a reproducible, stable media, of the sanitary sewer, storm water management, water mains and service system and streets within the subdivision before the CITY shall accept the subdivision.

XIII. FEES

Review fees established by the CITY shall be paid prior to any review of the Plans. No construction or grading of any sort shall be begun prior to approval of such plans.

XIV. INDEMNITY

The DEVELOPER shall indemnify and hold the CITY harmless from all loss, costs, expenses, liability, money damages, penalties or claims arising out of any work covered by this agreement, including any attorney fees incurred by the CITY in connection therewith. Inspection of the Improvements by an authorized representative of the CITY shall not constitute a waiver by the CITY of any defect or of any of the DEVELOPER'S obligations hereunder.

XV. REMEDIES

In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.

XVI. BINDING EFFECT

The covenants and agreements herein contained shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, as appropriate.

XVII. ATTORNEY'S FEES AND OTHER COSTS

The DEVELOPER shall pay all costs and expenses, including the CITY'S attorneys' fees, of any legal proceedings brought by the CITY against the DEVELOPER seeking remedies for the DEVELOPER'S failure to perform any of its obligations hereunder, whether or not any proceedings are prosecuted to judgment.

XVIII. ENTIRE AGREEMENT

This document contains the entire agreement between the parties, and there are no collateral understandings or agreements between them, and no variations or alterations of the terms of this

agreement shall be binding upon either of the parties, unless the same be reduced to writing and made an amendment to this agreement.

XIX. HEADINGS

Paragraph titles and headings contained herein are inserted for convenience only and shall not be deemed a part of the Agreement and in no way shall define, limit, extend or describe the scope or intent of any provision, hereof.

XX. NOTICES

Any notice or other communication required to be given hereunder shall be in writing and delivered personally or sent by United States Certified Mail, return receipt requested, or sent by Federal Express Delivery Service, addressed to the CITY Engineer at City Hall and addressed to the DEVELOPER at the address set forth on the Addendum, or such other address as either party may hereafter give the other.

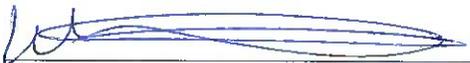
XXI. TRAFFIC CONTROL

The DEVELOPER, hereby, agrees to prepare a traffic control/detour plan where required and shall submit said plan to the CITY for review and approval. All traffic control and safety devices, including signs, lane markings, and barriers necessitated by construction activity undertaken pursuant to this agreement shall be installed and maintained by the DEVELOPER. All traffic control devices shall meet the standards and be installed in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the United States Department of Transportation.

XXII. TEMPORARY FACILITIES

The DEVELOPER shall provide all temporary facilities, including but not limited to utilities and roadways, that are determined by the CITY to be required in connection with or as a result of interruption of service or access that occurs as a consequence of construction activity associated with the work covered by this agreement. Such temporary services shall in all regards and at all points in time be adequate to assure emergency access and adequate fire flows.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so, to do on or as of the day and year first given.



OWNER



DEVELOPER

Member KCS Property LLC
TITLE

Member KCS Property LLC
TITLE

ATTEST:

ATTEST:

TITLE

TITLE

CITY OF COLUMBIA

BY: _____
MAYOR

DATE

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

DATE