

PERFORMANCE CONTRACT

This contract is entered into on this _____ day of _____, 2017 between the City of Columbia, MO ("City") and Mike Tompkins, Shaun Tompkins, Felicia Tompkins, Brett McCallister and Jennifer McCallister ("Subdividers").

City and Subdividers agree as follows:

1. Subdividers shall construct, erect and install all improvements and utilities required in connection with the final plat of Cobblestone Cottages Common Area, including sidewalks and all improvements and utilities shown on the plat and related construction plans, within 36 months after the City Council approves the plat.

2. If street, utility or other construction of public improvements should occur on or adjacent to land in the subdivision at the initiative of the City Council, as benefit assessment projects, Subdividers agree to bear Subdividers' equitable and proportionate share of construction costs, as determined by such assessments.

3. No utility service connections or occupancy permits shall be issued to the Subdividers or to any other person for any structure on land in the subdivision unless and until all utilities and improvements have been constructed, erected and installed in the structure and upon the lot or lots on which the structure is situated in accordance with all applicable ordinances, rules and regulations of the City.

4. No occupancy permit shall be issued to Subdividers or any other person for any structure constructed on land in the subdivision unless the street and sidewalk adjacent to the structure have been completed in compliance with the City's Standard Street Specifications.

5. City may construct, erect or install any improvement or utility not constructed, erected or installed by Subdividers as required by this contract. City may perform such work using City employees or City may contract for performance of the work. Subdividers shall reimburse City for all costs and expenses incurred by City in connection with the construction, erection or installation of improvements in utilities under this paragraph. Subdividers agree to pay City all expenses and costs, including reasonable attorneys' fees, incurred by City in collecting amounts owed by Subdividers under this paragraph.

6. City shall not require a bond or other surety to secure the construction of the improvements and utilities required in connection with the final plat.

7. The obligations of Subdividers under this contract shall not be assigned without the express consent of the City Council.

8. The remedies set forth in this contract are not exclusive. City does not waive any other remedies available to enforce Subdividers' obligations under this contract or to

recover damages resulting from Subdividers' failure to perform its obligations under this contract.

9. This contract is not intended to confer any rights or remedies on any person other than the parties.

IN WITNESS WHEREOF, the parties have executed this contract on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

SUBDIVIDERS:

By: _____
Mike Tompkins

By: _____
Shaun Tompkins

By: _____
Felicia Tompkins

By: _____
Brett McCallister

By: _____
Jennifer McCallister