

PERFORMANCE CONTRACT

This contract is entered into on the date of the last signatory noted below, by and between the City of Columbia, MO (“City”) and Columbia Development Group, LLC (“Subdivider”).

City and Subdivider agree as follows:

1. Subdivider shall construct, erect and install all improvements and utilities required in connection with the final plat of Willow Falls, Plat No. 3, 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.

a. Notwithstanding Section 1, all improvements required for the Blue Ridge Road public improvements are addressed by a separate development agreement, attached hereto as Exhibit A, and are hereby excluded from this agreement and remain subject to the separate development agreement. To the extent any term in the separate development agreement conflicts with any term in this Performance Contract, if at all, the separate development agreement term will control.

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, Subdivider agrees to bear Subdivider’s equitable and proportionate share of construction costs, as determined by such assessments, unless otherwise specified in attached Exhibit A.

3. No utility service connections or occupancy permits shall be issued to the Subdivider 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 Subdivider 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 Subdivider as required by this contract or attached Exhibit A. City may perform such work using City employees or City may contract for performance of the work. Subdivider 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. Subdivider agrees to pay City all expenses and costs, including reasonable attorneys’ fees, incurred by City in collecting amounts owed by Subdivider under this paragraph.

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

7. The obligations of Subdivider 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 Subdivider's obligations under this contract or to recover damages resulting from Subdivider's 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 of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

BY: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

Subdivider
BY: Scott Linnemeyer

Scott Linnemeyer
Printed Name

TITLE: Member

Date: 5/1/18

Subdivider
BY: Scott Atkins

Scott Atkins
Printed Name

TITLE: Member

Date: 5/1/18