

## PERFORMANCE CONTRACT

This contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the City of Columbia, MO (“City”) and \_\_\_\_\_ **Hugh Tincher Development, Inc** \_\_\_\_\_ (“Developer”).

City and Developer agree as follows:

1. Developer shall construct, erect and install all improvements and utilities required in connection with the final plat of **\_ Lots C1, C2, C3, and 52 through 95 of Bristol Lake Plat 1, \_**, 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, improvements required for Bristol Lake Parkway are hereby excluded from this Performance Contract.**

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, Developer agrees to bear Developer’s 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 Developer 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 Developer 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 Developer as required by this contract. City may perform such work using City employees or City may contract for performance of the work. Developer 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. Developer agrees to pay City all expenses and costs, including reasonable attorneys’ fees, incurred by City in collecting amounts owed by Developer under this paragraph.

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

7. The obligations of Developer 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 Developer's obligations under this contract or to recover damages resulting from Developer'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 first above written.

CITY OF COLUMBIA, MISSOURI


BY: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

Developer  
BY:   
\_\_\_\_\_  
Hugh Tincher  
name  
President  
title