

DEVELOPMENT AGREEMENT

Between

Jackson County MO,

Connections to Success, Inc.,

Neighborhood Housing Services of Kansas City, Inc.,

and

Marlborough Community Coalition, Inc.

This Agreement (hereinafter, "Agreement") is hereby made and entered into on the date last executed below, by and between **Jackson County MO, Constructing Futures Program**, (hereinafter, "CF"), **Connections to Success, INC., a Missouri nonprofit corporation** (hereinafter, "CTS"), **Neighborhood Housing Services of Kansas City, INC., a Missouri nonprofit corporation** ("hereinafter, "NHS"), and **Marlborough Community Coalition, INC., a Missouri nonprofit corporation** (hereinafter, "MCC"), collectively "the parties." The parties agree that this document is a Development Agreement and it represents the current understanding of the parties. This Agreement is authorized by Resolution 18942, dated September 28, 2015.

I. RECITALS

(a) MCC recital.

Marlborough Community Coalition is a nonprofit charitable organization which holds tax exempt status in the state of Missouri and is exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1986 (or corresponding provision of any future United States Revenue Law).

(b) CF Recital

CF is a program of Jackson County MO dedicated to positively changing lives throughout Jackson County, Missouri by addressing critical issues such as vacant housing, unemployment, and homelessness. The program aims to rejuvenate the urban core of Jackson County, while providing training and work skills to its participants.

(c) CTS recital

CTS is a nonprofit charitable organization which holds tax exempt status in the state of Missouri and is exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1986 (or corresponding provision of any future United States Revenue Law). The goal of CTS is to transform the cycle of poverty through knowledge, education and empowerment related to interaction and employment.

(d) NHS recital NHS is a nonprofit charitable organization which holds tax exempt status in the state of Missouri and is exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue

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**MARY JO SPINO
COUNTY CLERK**

Code of 1986 (or corresponding provision of any future United States Revenue Law). The goal of NHS is to convert blighted neighborhoods into vibrant communities.

(e) The parties are dedicated to neighborhood preservation, blight remediation, skill training, stemming homelessness, providing job skills to under-skilled and previously incarcerated individuals and providing enhanced housing opportunities for the residents of Jackson County, Missouri. This Agreement is intended to provide terms to a partnership between the parties that will result in the remediation of blight, stem homelessness, provide job skills and ultimately provide affordable housing for area resident(s).

II. VISION AND PURPOSE

The parties envision a partnership that will assist CF remediate blight, address vacant, abandoned, and blighted properties in the Marlborough Neighborhood (“the neighborhood”), and provide affordable housing for area homeless, while also providing necessary trade skills training to under-skilled and previously incarcerated individuals. The purpose of this Agreement is to outline the partnership between the parties and establish mutually agreeable terms under which the redevelopment of properties within the neighborhood.

III. BACKGROUND

The CF program began in 2008, and the first home was presented to an owner in April of 2009. To date, several properties have been acquired through joint partnerships whereby a neighborhood association or community organization acted as the legal holder of title while the property was being rehabilitated. Following rehabilitation, the property was sold to an owner or rented while title issues were being addressed. CF has provided the majority of the funding and expertise for rehabilitation. This agreement is to set forth terms by which the parties will partner to rehabilitate the property generally known as 1910 E. 82nd Terrace, KCMO 64132.

IV. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The parties to the Agreement concur that it is in their mutual interest and benefit to work cooperatively towards the economic development of the neighborhood and Jackson County. More specifically, the parties see the benefit of working towards the rehabilitation of properties to provide affordable home ownership opportunities within the neighborhood’s boundaries.

V. RESPONSIBILITIES UNDER THIS AGREEMENT

The parties agree to the following guidelines for properties developed through this partnership:

A. PHASE I: Pre-Acquisition

- a. Brenda Thomas is the designated representative and contact person for MCC and is authorized to make any decisions related to the contents of this agreement.

- b. Joseph Tomlinson is the designated representative and contact person for CF and is authorized to make any decisions related to the contents of this agreement
- c. Turner Pettway is the designated representative and contact person for NHS and is authorized to make any decisions related to the contents of this agreement.
- d. Brad Lambert and/or Brandi Jahnke are the designated representative and contact person for CTS and are authorized to make any decisions related to the contents of this agreement.
- e. CF will partner with MCC and NHS to discover property that is ideal for purchase and rehabilitation.
 - i. CF will purchase Informational Title Reports for all properties prior to accepting title or requesting title conveyance to NHS.
 - ii. NHS and its counsel will promptly review any Informational Title Reports of properties prior to taking title.
 - iii. NHS agrees to provide CF with written acceptance agreeing to accept title of property through a property-specific agreement or memorandum of understanding outlining expectations and the terms of rehabilitation for each individual property.
 - iv. It is the responsibility of CF to obtain title insurance on properties conveyed to NHS. CF will pay all costs associated with recording documents, closing, and title commitments for the properties.
- f. Upon providing written acceptance of title through a property-specific agreement or memorandum of understanding, NHS agrees to act as the legal holder of the property until the property is conveyed to a buyer.
- g. NHS will not be liable or responsible for funding the purchase of any property and any property placed in the name of NHS shall be unencumbered, unless an encumbrance is specifically accepted through a property specific memorandum of understanding.
- h. CF shall pay the costs of all county taxes and city assessments that are due and owing at the time the property is conveyed to NHS.

B. PHASE II: Rehabilitation

- a. Upon accepting the title to any property, NHS will contact its insurance provider to have each property included in its insurance policy and provide builder's risk and public liability insurance for an amount not less than \$1,000,000.00. NHS will not be liable or responsible for any claim or damage arising from the rehabilitation or repair of any property. Work Insurance for this project will be covered by general contractor, worker's

compensation: \$500,000/\$500,000/\$500,000, general liability: \$1,000,000 per occurrence/ \$2,000,000 aggregate, auto liability: \$1,000,000 per Hired/ Non-Owned, and builders risk: \$100,000.

- b. NHS shall pay the costs of any and all county taxes, city assessments, or fines that may become due and owing during the course of NHS's ownership and until the Property is sold to a buyer.
 - c. CF agrees to partner with CTS and MCC to inspect properties and partner with CTS to prepare rehabilitation plans for all contracted properties.
 - d. CF will partner with CTS to create the rehabilitation plans for all properties they collectively agree to partner on.
 - e. CF agrees to complete full rehabilitation within three hundred and sixty-five (365) days of NHS taking title to the property. In the event that full rehabilitation cannot be completed within three hundred and sixty-five (365) days, CF will consult with NHS to agree upon a later completion date.
 - f. CF will partner with CTS and MCC to implement all rehabilitation plans.
 - g. The entire cost of implementing the rehabilitation plans will be the responsibility of CF unless mutually agreed to by the parties and provided in writing, signed by both parties.
 - h. CF agrees that all rehabilitations will comply with all city code and all licensing requirements.
 - i. CF agrees that at a minimum, all rehabilitations will abate all existing housing code violations.
 - j. CF will maintain accurate and current records of all expenses paid during the rehabilitation of the properties.
 - k. CTS will provide job training to unemployed and/or previously incarcerated individuals, as well as manage and pay the selected third party contractor during rehabilitation.
- C. **PHASE III: Sale and Occupancy**
- a. CF will identify buyers that would be ideal purchasers of the rehabilitated property.
 - b. NHS will ensure a buyer for the CF program has participated in the Home Ownership Center after their selection. The program's goal is to educate and assist individuals on the process of buying a home, obtaining mortgage loans, and responsible homeownership post purchase.
 - c. Buyers will enter into a real estate sale contract with NHS. A sample real estate sale contract is attached to this agreement as **Exhibit 1**.

- d. At the time of execution of the sale contract, NHS will convey the property to the Buyers pursuant to the terms provided for in the real estate sales contract. NHS will be solely responsible for enforcing all provisions of that contract. Per the aforementioned contract, NHS agrees to service said property for the duration of the program, set at 7 years.
- e. MCC is responsible for ensuring the buyers are engaged in community activities.

VI. PROVISIONS SPECIFIC TO CONNECTIONS TO SUCCESS (CTS)

A. CTS shall serve as the manager of the Jackson County Constructing Futures Program, as is set out in its Scope of Work attached hereto as Exhibit 2 and incorporated herein by reference.

B. The County agrees to pay CTS a total amount not to exceed \$76,650.00. Payments pursuant to services rendered under this Agreement shall be paid according to the attached payment schedule and upon receipt of CTS's invoices and documentation submitted satisfactorily evidencing CTS's expenditure of the funds, pursuant to the Budget documents attached hereto as Exhibit 3. The term for payments to CTS shall be effective October 1, 2015, and continue through March 31, 2016.

C. CTS shall submit a final report, including invoices and cancelled checks, and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid by the County were used for the purpose set forth in this Agreement. Said report for the 2015 Constructing Futures Program shall be submitted to the Director of Finance and Purchasing, 415 East 12th Street, Kansas City, MO 64106 no later than March 30, 2016.

D. CTS warrants that no officer or employee of the County, whether elected or appointed, shall be, in any manner whatsoever, interested in or receive any benefit from the profits or emoluments of this contract.

E. Pursuant to §285.530.1, RSMo, CTS assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, CTS shall sign an affidavit, attached hereto and incorporated herein as Exhibit 4, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

VII. MISCELLANEOUS PROVISIONS

(a) Assignment: Each party agrees that no party has the authority to assign or delegate its rights or obligations under this Agreement without the prior written consent of the other parties.

(b) Term: This Agreement shall be effective as of the effective date below and shall remain in effect throughout the transfer of the property generally described as 1910 E. 82nd Terrace KCMO 64132.

(c) This Agreement represents the entire understanding between the parties regarding the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous agreements, representations, and understandings regarding said subjects. This Agreement is executed without any reliance on any promise, warranty, or representations by any party hereto or representative of any party hereto other than those expressly contained in this Agreement.

(d) This Agreement shall be a representation of the current understanding of the parties and inure to the benefit of the successors and assigns of the parties (subject to the terms for assignment noted above).

(e) Each of the provisions of this Agreement shall stand independently and the invalidity of any one paragraph or portion thereof shall not affect the validity of any other provision. Any provision of this Agreement which is prohibited or unenforceable in any specific jurisdiction shall, as to that jurisdiction, be ineffective but only to the extent of such prohibition or unenforceability, without invalidating the remaining portions thereof.

(f) The parties stipulate that this Agreement may be executed by facsimile or email and in one or more counterparts, each of which shall be an original, but which together shall constitute one document.

(g) The parties acknowledge that this is a Development Agreement. The parties further acknowledge that they have carefully read this Agreement, know and understand the terms hereof, and fully and voluntarily accept those terms. All of the parties have cooperated and participated in the drafting and preparation of this Agreement. Accordingly, the parties agree that the Agreement will not be construed or interpreted in favor of or against any party by virtue of the identity of its preparer.


(h) This Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri and any litigation pertaining to the enforcement of this Agreement will be filed and litigated in the state courts of Kansas City, Missouri.

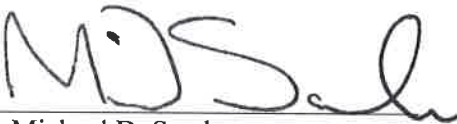
VIII. EFFECTIVE DATE AND SIGNATURE

This Agreement shall be effective upon the signature of an authorized agent of the Parties. The parties indicate agreement with this document in its entirety by their signatures.


APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By: 
W. Stephen Nixon
County Counselor

By: 
Michael D. Sanders
County Executive

ATTEST:

By: 
Mary Jo Spind
Clerk of the Legislature

CONNECTIONS TO SUCCESS, INC.

By: 

Title: CHIEF OPERATIONS OFFICER
Federal Tax ID No. 43-1859283

NEIGHBORHOOD HOUSING SERVICES OF KANSAS CITY, INC.

By: 

Title: Interim President
Federal Tax ID No. 43-1036743

MARLBOROUGH COMMUNITY COALITION, INC.

By: 

Title: President
Federal Tax ID No. 27-0912336

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ 76,650.⁰⁰ which is hereby authorized.

Date: September 8, 2013


Director of Finance and Purchasing

Account No. 002-5102-56789- \$65,150
008-4401-56789- \$11,500

REAL ESTATE SALE CONTRACT

THIS REAL ESTATE SALE CONTRACT ("Contract") dated as of _____ ("Effective Date") will constitute the agreement for the sale of the Property (as defined below) by and between **XXXXXX**, a Missouri nonprofit corporation ("Seller") and **XXXXXXXXXXXXXX** ("Buyer"). Seller and Buyer are sometimes hereinafter referred to collectively as the "Parties."

In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **The Property.** For the price and upon and subject to the terms, conditions and provisions set forth in this Contract, Seller will sell and convey to Buyer, and Buyer will purchase from Seller, the real property described on Exhibit A attached hereto, commonly known as **XXXXX**, Kansas City, Jackson County, Missouri, including all rights, benefits, privileges, easements, hereditaments and appurtenances thereunto belonging or appertaining thereto, and all after acquired interests of every kind and nature therein, and any and all buildings, and improvements located thereon, including all heating, ventilation and air conditioning systems and equipment, all electrical and plumbing equipment and all other building systems and fixtures thereon (collectively, the "Property").

2. **Purchase Price.** The purchase price ("Purchase Price") for the Property will be Forty-Two Thousand and No/100 Dollars (\$42,000.00). Buyer agrees to pay the Purchase Price on the Closing Date (as defined in Paragraph 8) in the form of a Promissory Note ("Note") as attached hereto as Exhibit B and a Deed of Trust ("Deed of Trust") to secure the Note, in the form attached hereto as Exhibit C.

3. **Title and Deed.** On the Closing Date, Seller will sell and convey to Buyer marketable fee simple title to the Property by warranty deed in proper form for recording (the "Deed"), subject to (a) general state, county and city taxes and installments of special assessments, if any, due and payable for the tax fiscal year in which the Closing Date occurs and all subsequent years, and (b) such other matters as may be shown in the "Title Commitment" (hereinafter defined) to which the Buyer consents. The matters identified in clauses (a) and (b) of the preceding sentence, and all other matters designated herein as permitted exceptions to Buyer's title, are herein called the "Permitted Exceptions."

4. **Title Insurance.** Seller will, at Buyer's expense, cause to be delivered to Buyer (i) a title insurance commitment (the "Title Commitment") issued by First American Title Company, ("Title Company"), together with (ii) a copy of all exception documents listed in Schedule B of the Title Commitment. The Title Commitment will constitute the commitment of the Title Company to issue to Buyer, at Buyer's expense, an owner's title insurance policy on the then current ALTA standard Form B policy form (except that all "printed or standard" exceptions will be eliminated) (the "Title Policy"), in the amount of the Purchase Price, insuring that at the time of the

recording of the Deed there is vested in Buyer good and marketable fee simple title to the Property, subject only to the Permitted Exceptions. Any endorsements requested by Buyer and available from the Title Company shall be issued at Buyer's expense.

5. **Representations and Warranties.** Seller and Buyer represents, warrants and agrees to and with the other that it has and will continue to have legal power and authority to enter into, execute, deliver, perform and consummate this Contract, and this Contract constitutes the valid and binding obligation of Seller and Buyer.

6. **"As-Is", No Warranties.** Buyer agrees with Seller that, except as specifically set forth in Paragraph 5 above, (a) neither Seller, Jackson County, Missouri, nor any employee, agent or representative of Seller or Jackson County, Missouri (collectively the "Released Parties") has made any representation, promise, or warranty whatsoever regarding the condition of the Property or any part thereof, including, without limiting the generality of the foregoing, representations as to the physical nature or condition thereof, the quality of the new construction, the financial prospect for the Property or its suitability for a particular purpose, and (b) in performing this Contract, Buyer does not rely upon any statement or information to whomsoever made or given, directly or indirectly, verbally or in writing, by the Released Parties. Buyer will take the Property "as is," and "where-is" in such condition as the same may be on the date of execution hereof, subject to normal wear and tear occurring between the date hereof and the Closing Date. Buyer and Seller acknowledge that the Purchase Price reflects the fact that Buyer has agreed to purchase the Property "as is" and "where-is" and that Buyer assumes responsibility for any environmental work that may be necessary in the future and that the Released Parties shall have no liability for the condition or any construction or work performed on the Property.

7. **Default.**

(a) If Seller is unable to deliver fee simple title to the Property as set forth herein, and such inability to convey is not rectified within ten (10) days after notice to Seller, Buyer will have the option of taking such title as Seller can give, or of terminating this Contract.

(b) If Buyer defaults under this Contract and Buyer fails to cure such default within ten (10) days (or such longer period as is reasonably required to cure such default, provided Buyer has commenced the curing thereof within such ten (10) day period and thereafter proceeds with due diligence to completely cure such default) after receipt of written notice thereof from Seller, then, at Seller's option, Seller may terminate this Contract, in which case Buyer shall be liable for all actual costs and expenses incurred by Seller, including reasonable fees of the Title Company.

8. **Closing Date; Closing Procedure.**

(a) Subject to the terms and conditions herein, the transaction will be closed (the "Closing") at the office of the Title Company on a date

mutually acceptable to both parties (the "Closing Date") which shall be not less than 30 days following the Effective Date, unless the Parties agree in writing to extend said 30 day period.

(b) Possession of the Property shall be delivered to Buyer on or before the Closing Date.

(c) The following will be deposited with the Title Company on or before the Closing Date:

(i) Seller will deposit or cause to be deposited:

(1) The Deed, in form reasonably acceptable to Buyer (together with such other instruments as may be required by local law in connection with the conveyance of real property) duly executed and acknowledged;

(2) Such release documents as are necessary to fully release the Property from the lien and effect of all mortgages, financing instruments and other liens and any covenants or restrictions affecting the use of the Property which are objected to by Buyer;

(3) A closing statement executed by Seller;

(4) Such other documents and instruments as the Title Company reasonably requires to evidence the due organization and valid existence of Seller and its authority to enter into and perform its obligations under this Contract; and

(5) Such other instruments as are required by this Contract and/or as are reasonably necessary or appropriate to consummate the sale contemplated by this Contract.

(ii) Buyer will deposit or cause to be deposited:

(1) The Note, executed by Buyer;

(2) The Deed of Trust, executed by Buyer;

(3) Real Property Certificate of Value - Jackson County, executed by Buyer; and

(4) A closing statement executed by Buyer.

(d) Upon receipt of all of the documents and funds described in Paragraph (c), above, the Title Company will (i) record the Deed; (ii) record the

Deed of Trust; (iii) deliver to Buyer the Title Policy, the original Deed, as recorded, a copy of the Note and a copy of the Deed of Trust, as recorded; and (iv) deliver to Seller a photocopy of the Deed, as recorded, the original Note and the original Deed of Trust, as recorded.

9. **Closing Costs.** Buyer will pay all closing costs, including, but not limited to the following:

- (a) The cost of the Title Policy and any endorsements requested by Buyer to the Title Policy.
- (b) The Title Company's fee for acting as closing agent, if any.
- (c) The cost to record the Deed and the Deed of Trust.

10. **Brokers.** Each party represents and warrants to the other that it has had no dealings with any broker(s) or agent(s) in connection with this transaction. Each party agrees to indemnify and save the other party harmless from all claims, liability and expense (including reasonable attorneys' fees) made against or suffered or incurred by the other party as a result of a breach of the foregoing representation.

11. **Assignment.** Buyer may not assign or transfer Buyer's rights or obligations under this Contract without Seller's prior written consent.

12. **Attorneys' Fees.** If either party obtains a judgment against the other party by reason of a breach of this Contract, reasonable attorneys' fees, as fixed by the court, may be included in such judgment.

13. **Entire Contract; Modifications; Authority.** This Contract contains the entire agreement between Seller and Buyer and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the sale contemplated hereunder. No alteration, change or modification of this Contract will be effective unless made in writing and executed by Seller and Buyer.

14. **Time.** Time is of the essence in the performance of all obligations under this Contract.

15. **Terminology.** The words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation". The words "herein", "hereof," "here under" and similar terms will refer to this Contract unless the context requires otherwise. Where the context requires, the neuter gender will include the masculine and/or feminine, and the singular will include the plural and vice versa.

16. **Governing Law.** This Contract will be governed by and construed in accordance with the laws of the State of Missouri.

17. **Binding Effect.** This Contract will be binding upon and, subject to the provisions of Paragraph 11 hereof regarding assignment, inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

18. **Survival.** All provisions or requirements of this Contract not capable of being performed prior to the Closing Date will remain in full force and effect after the Closing Date.

19. **Notices.** All notices required under this Contract, and all approvals and other communications required or permitted to be given hereunder, must be in writing and be mailed by registered or certified mail, postage prepaid, return receipt requested, or by a reputable overnight courier service addressed as follows:

If to Buyer: XXXX
XXXX
Kansas City, MO 64109

With a copy to: Legal Aid of Western Missouri
920 Southwest Blvd.
Kansas City, Missouri 64108
Attn: XXXXXX

If to Seller: XXXXXXXXXXXX
XXXXXXXXXX
Kansas City, MO 64109
Attn: XXXXX

Any notice will be deemed given on the day after the date such notice is mailed as hereinbefore provided.

20. **Risk of Loss.** If, before delivery of the Deed to Buyer, improvements on the Property are damaged or destroyed by fire or other causes, including those that could be covered by what is known as fire and extended coverage insurance, the parties agree that the risk of that damage or destruction shall be borne as follows: if the damage is minor (\$2,000.00 or less) Seller will give to Buyer at Closing a credit against the Purchase Price in an amount equal to the cost of such repairs or replacement. If Seller elects not to repair or replace the improvements on the Property, Seller will pay to Buyer at Closing an amount equal to the cost of such repairs or replacement, or if the damage is substantial (more than \$2,000.00), Buyer may (a) terminate this Contract by written notice to Seller within ten (10) days after receiving notice of the damage or destruction of the Property; (b) elect to enforce the Contract and require that the Property be conveyed in its existing condition at the time, provided Seller shall assign Seller's fire and extended coverage insurance proceeds to Buyer at Closing (in an amount not to exceed the Purchase Price); or (c) elect to enforce the Contract and require that Buyer receive a credit from Seller at Closing in an amount equal to the cost of repair (in an amount not to exceed the Purchase Price), in which case Seller shall retain all rights to any of Seller's fire and extended coverage insurance proceeds.

21. **Seller's Disclosure.** Without making any representation or warranty, Seller states that:

(a) Without any investigation or inquiry, Seller advises Buyer that Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and Seller has no reports or records pertaining to lead-based paint and/or lead-based paint, hazards in the housing. Buyer is advised that the buildings on the Property may have been constructed prior to 1978 and that such buildings may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduce intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. A risk assessment or inspection for possible lead-based paint hazards is recommended to Buyer.

(b) Seller has not made any investigation to determine whether there are radon-microbials or other environmental pollutants in the Property or affecting the Property and has not made any analysis or verification of the extent of any environmental or health hazard, if any, that may affect the premises or residents. Buyer acknowledges that radon gas has been identified as a national health problem; the greater Kansas City area has been determined to have relatively high radon gas levels in some residences; mold, fungi, bacteria and other microbials commonly exist in residences and will exist in the Property as a result of rain, humidity and other moisture in the Property and on materials used during the normal construction process as a result of the use of wood and other materials that commonly have mold, fungi, bacteria and other microbials at the time of delivery to a home construction site.

22. **Escrow Agreement.** The Parties agree that upon execution of this Agreement they will at the same time execute an escrow agreement (the "Escrow Agreement"), in the form attached hereto as Exhibit D. The Escrow Agreement shall survive the closing of this Real Estate Sale Contract.

23. **Pre-Closing Rental Agreement.** During the time period commencing **February 1, 2014** and terminating on the Closing Date, Seller agrees to lease the Property to Buyer. In consideration for Seller leasing the Property to Buyer, Buyer agrees to occupy the Property and thereby mitigate the risk of vandalism to the Property, and Buyer also agrees to pay Seller **\$300** per month starting **February 1, 2014**, and on the first day of each month thereafter during the term of this rental agreement period, which amount shall, upon Closing, be considered part of the principal payment under the Note, and shall be disbursed by the Seller in accord with the provisions of the Escrow Agreement, as if such payment were Escrow Payments.

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WHEN SIGNED BY ALL PARTIES THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

Seller:

XXXXXXX

By: _____

Printed Name: XXXXXXXXXXXX

Its: Executive Director

Buyer:

By: _____

XXXXXXXXXX

SAMPLE

WHEN SIGNED BY ALL PARTIES THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

Seller:

XXXXXXXXXX

By: _____

Printed Name: XXXXXXXXX

Its: Executive Director

Buyer:

By: _____

XXXXXXXXXX

SAMPLE

Jackson County Constructing Futures Connections to Success – SCOPE OF WORK

Connections to Success is a non-profit organization providing services to Drug Court clients, re-entry clients (previously incarcerated), unemployed and/or unskilled citizens throughout the Jackson County community. Services include skills training, employment, career & professional development, housing, transportation, substance abuse counseling, mentoring and other related assistance.

Project Objectives

The primary objectives of this project are as follows:

1. Enhance the employability of unemployed and/or unskilled citizens residing in Jackson County, Missouri. This will be accomplished by providing selected participants with:
 - Marketable vocational skills in basic home remodeling.
 - Viable source of income while developing vocational skills.
 - Resource management and mentoring to achieve their goals.
 - Means to develop pride in their accomplishments and in their community.
2. Improve the environment of a Jackson County, Missouri neighborhood.

This will be accomplished by:

- Rehabbing houses located in Jackson County, Missouri.
- Make the rehabbed home available as permanent housing for a family struggling with homelessness.

Project Design

The project will leverage existing community resources currently serving unemployed and/or unskilled citizens of Jackson County implemented by Connections to Success. Each participant will be enrolled in a currently available project funded through Connections to Success. Such funding will assist in providing workforce readiness training, job placement, resource management and other assistance needed for the participant to achieve his/her goals. Additionally, in-kind donations will be sought from local businesses and will be included in the project.

“Jackson County Constructing Futures” program will be implemented in three (3) phases as follows:

Phase 1 - Introduction and orientation meetings will be held by Connections to Success and to describe the project and seek those interested in participating. This population may include Drug Court clients and/or former offenders convicted of a felony and recently released to the Jackson County community. Based on assessment results, participants will be selected to attend a one (1) week Personal and Professional Development workshop administered by Connections to Success. Emphasis of the curriculum is on the strengths, abilities and skills identified by each participant. On each day of training, participants are led through a career development model that has been successfully used by diverse populations. Asset building begins the process of career development by helping participants identify strengths, likes and interests that can be developed into employment opportunities.

Phase 2 - Those who have successfully completed the Personal and Professional Development workshop and desire to enroll in the “Jackson County Constructing Futures” program will enter Phase 2. It is planned that the primary participants will be chosen along with alternates. Phase 2 consists of a brief orientation to the program.

Activities include project overview, site visit, safety instructions, performance expectations, etc. Each participant will be required to sign a "Participation Agreement" outlining expectations and commitments for continued participation. All agreements will be signed by participants and representatives of Connections to Success.

Phase 3 – This phase involves on-the-job training at a selected work site. Activities necessary to rehabilitate a selected home offer opportunities to learn basic skills in the following areas:

- Demolition work
- Carpentry (installing cabinets, trim, taking measurements, etc.)
- Minor Plumbing (changing out fixtures, faucets, shower heads, etc.)
- Minor Electrical (installing outlets, switches, light fixtures, etc.)
- Interior Painting
- Hanging, mudding, taping and sanding drywall
- Flooring and tile installation
- Exterior siding installation and repair
- Running duct work
- Landscaping and retaining wall installation
- Other basic remodeling activities

During Phase 3, each participant will be paid an hourly wage of \$10.00. Participants will receive a weekly payroll check from the construction sub-contractor approved by Connections to Success with all applicable taxes and withholdings accounted for.

Upon completion of Phase 3, participants will receive certificates of completion from the program and be prepared for private sector employment.

Outcomes

"Jackson County Constructing Futures" will produce many positive outcomes including:

1. A structured pathway for Drug Court clients and/or former offenders convicted of a felony and/or unemployed and/or unskilled citizens to enter a high growth industry.
2. Permanent housing for homeless families in need of suitable living quarters, as well as potential transitional living for other qualified adults.
3. Opportunities to transform abandoned/deteriorating properties into livable housing.
4. Reduced recidivism among local, former offenders and/or Drug Court clients.
5. Source of labor for growing construction opportunities in the Jackson County region.

Evaluation

1. The program will track the number and demographic make up of potential participants who apply for the program, the number and demographic make up of those who are accepted, and the number and demographic make up of those who graduate from the program.
2. The program will document the condition of the house/building including its curb appeal, before and after the successful completion of the project.
3. The program will survey participants to get their perceptions of how the program affected their re-integration back into the job market.
4. The program will document the number of graduates who are offered employment.

Structure of Agreement

Connections to Success will enter into a Cooperative Agreement with Jackson County, Missouri to complete all activities included in this proposal and receive payments according to the attached payment schedule.



September 16, 2015

Quote on 1910 East 82nd Terrace House

\$65,250 -	See attached quote from Morgan Jacobs (dated Sept. 14 th)
5,000 -	Construction cost contingency
500 -	Utilities - water and electric useage during remodeling
800 -	Security System - equipment, installation and 12 months service
950 -	Home Owner's Insurance (12 months)
800 -	Home Warranty - 12 months
350 -	Overnight Security Person - 14 nights x \$25/night
<u>3,000 -</u>	Connections to Success management fee
\$76,650	Total Estimated Cost

Does not include:

- New fencing (clean and repair existing only)
- Appliances



MORGAN JACOBS INVESTMENTS L.L.C.



OFFICE

11420 Putnam
Sugar Creek, Mo
64054

PHONE

816-200-3118

FAX

816-856-3344

EMAIL

lj@mjivest.com

DATE

~~July 2015~~ → September 14, 2015

TO

Connection to Success

1900 E. STER

K.C. MO.

FROM

John Jarvis

DESCRIPTION	TOTAL
	COST
Bathroom	\$ 3,000.00
Hvac	\$ 5,500.00
Roof	\$ 4,000.00
Clean up, and grading around house with extra dirt, power washing, fence	\$ 1,000.00
Plumbing	\$ 4,000.00
Electrical	\$ 6,500.00
Paints and trim	\$ 3,500.00
Prime, skim coat and texture walls	\$ 4,000.00
Flooring	\$ 5,000.00
Windows	\$ 3,500.00
Kitchen	\$ 4,000.00
Vinyl siding	\$ 5,050.00
Side and Front porch	\$ 1,500.00
Soffits and gutters	\$ 3,200.00
Workers &/Etc	\$ 11,500.00
Total:	\$ 69,250.00



**Jackson County Constructing Futures
1910 East 82nd Terrace Property
Construction Payment Schedule**

Payment #1 –	\$38,325
Payment #2 –	\$25,650
Payment #3 -	\$12,675

Payment #1 is due and payable upon execution of contract and release of funds. An invoice will be presented for \$38,325. Site work cannot begin until receipt of first payment.

As Payment #1 funds are nearly expended, an invoice for Payment #2 will be submitted. Accompanying this invoice will be an accounting of Payment #1 expenditures. It is necessary for Payment #2 to be received prior to complete expenditure of Payment #1 funds to maintain project progress.

As Payment #2 funds are nearly expended, an invoice for Payment #3 will be submitted. Accompanying this invoice will be an accounting of Payment #2 expenditures. It is necessary for Payment #3 to be received prior to complete expenditure of Payment #2 funds to maintain project progress.

Upon project completion, a summary of Payment #3 expenditures will be submitted along with a final report.

WORK AUTHORIZATION AFFIDAVIT

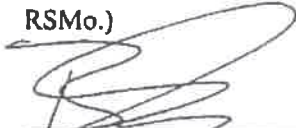
As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **CONNECTIONS TO SUCCESS, INC.** is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **CONNECTIONS TO SUCCESS, INC.**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)



Authorized Representative's Signature
COO

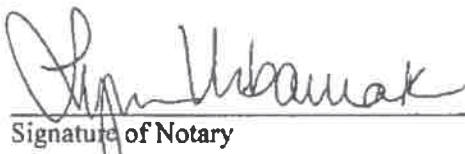
Title

Brad Lambert

Printed Name
Sept 28, 2015

Date

Subscribed and sworn before me this 28 day of September, 2015. I am commissioned as a notary public within the County of St Charles, State of Missouri, and my commission expires on 3-9-15.



Signature of Notary

9-28-15

Date

