

## REDEVELOPMENT CONTRACT

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2019, between the Housing Authority of the City of Jefferson, Missouri, a public body corporate, acting under its authority as a Land Clearance for Redevelopment Authority (which together with any successor, public body or officer hereafter designated by or pursuant to law, is hereinafter referred to as "Agency"), and \_\_\_\_\_ of Jefferson City, Missouri (hereinafter called "Redeveloper").

WHEREAS, in furtherance of the objectives of the Land Clearance for Redevelopment Authority law, the Agency has undertaken a program for the clearance and reconstruction and rehabilitation of slum and blighted areas in the City of Jefferson (hereinafter "City"), and in this connection is engaged in carrying out an Urban Renewal project known as the East Capitol Avenue Urban Renewal Project (hereinafter called "Project"); and

WHEREAS, as of the date of this Agreement there has been prepared and approved by the Agency and the City of Jefferson an Urban Renewal Plan for the Project, known as the East Capitol Avenue Urban Renewal Plan, which is hereinafter referred to as the "Plan"; and

WHEREAS, in furtherance of the objectives of the law and the Plan, and particularly to make the land and the Project area available for redevelopment by private enterprises for and in accordance with the uses specified in the Plan, the Agency has offered to sell and the Redeveloper is willing to purchase certain real property located in the Project area, more particularly described in Exhibit A hereof, annexed hereto and made a part hereof (which property as so described is hereinafter called "Property") and to redevelop the Property for and in accordance with the uses specified in the Plan and in accordance with this Agreement as part of the land upon which is located a residential structure; and

WHEREAS, the Agency believes that the redevelopment of the Property pursuant to this Agreement is in the best interests of the City and of the health, safety, morals and welfare of its residents and in accordance with the public purposes and provisions of the applicable federal, state and local laws and requirements under which the Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations set forth in this Agreement, the parties agree as follows:

### SECTION I

#### PURCHASE PRICE

Subject to all terms, covenants and conditions of this Agreement, the Agency will sell the Property to the Redeveloper upon the following terms and conditions:

(a) The Redeveloper will purchase the Property from the Agency and pay therefor the amount of \_\_\_\_\_ (hereinafter the "Purchase Price").

(b) Five Hundred Dollars (\$500.00) shall be paid by Redeveloper to Agency as earnest money upon execution of this Contract by Redeveloper. It is understood and agreed that if the Agency has kept its part of this agreement by furnishing marketable title to the Property, and if

Redeveloper fails to comply with the obligations outlined in this agreement, then the earnest money may be retained by the Agency as liquidated damages and this agreement may or may not be operative thereafter at the option of the Agency. That is, Agency may elect to accept the earnest money as damages for Redeveloper's breach of this agreement or pursue other legal remedies, including but not limited to suit for specific performance or actual damages.

(c) Upon closing the Agency shall deliver a special warranty deed, dated the date of closing, conveying the Property to the Redeveloper and the Redeveloper will deliver cash or certified check in the amount of the balance due of the Purchase Price.

## SECTION II

### CONVEYANCE OF PROPERTY

(a) Form of Deed. The Agency shall convey to the Redeveloper title to the Property by special warranty deed (hereinafter called "Deed"), free and clear of all reservations and encumbrances except:

1. those easements specified in the Plan and easements of record;
2. building and use restrictions set forth in the Plan, the covenants, terms and conditions of this Agreement and all building and zoning codes, regulations, ordinances and laws of the City and State of Missouri;
3. the payment of any general taxes for the year in which the conveyance is made;
4. the restrictions in the Deed pursuant to this Agreement;
5. any and all applicable conditions, restrictions and limitations that have lawfully been placed on the improvements located on the property by reason of their historical designation or nature; and
6. a reservation of the right for limited access for the owner of \_\_\_\_\_ for limited maintenance and improvement purposes, subject to prior notice.

(b) Time and Place for Delivery of Deed. The Agency shall deliver the Deed and possession of the Property to the Redeveloper at \_\_\_\_\_:00 \_\_\_\_\_m. on \_\_\_\_\_, 2019, subject to extension as set forth herein, or at such other time as the parties hereto may mutually agree in writing ("Closing"). Closing shall be held at the principal office of the Agency and the Redeveloper shall accept the conveyance and pay the Purchase Price described above.

(c) Recordation of Deed. The Redeveloper shall promptly record the Deed with the Recorder of Deeds for Cole County, the county in which the Property is situate. The Redeveloper shall pay all costs for so recording the Deed.

(d) Evidence of Title. The Agency shall deliver to the Redeveloper at least fifteen (15) days prior to Closing a commitment to issue an owner's policy of title insurance showing clear marketable title vested in the Agency as required by this Agreement and subject only to the conditions of title set forth in subparagraph (a) above and to liens of record which can be removed as of course by the payment of money. Redeveloper shall have ten (10) days after delivery of the title insurance commitment to examine the same and if the title of said real property is defective, the Redeveloper shall specify the objections in writing and deliver the same to the Agency within ten (10) days after delivery of the title insurance commitment. The Agency shall correct such defects within sixty (60) days from the date of delivery of such objections. Any defects appearing in the title commitment and not objected to, except liens of record which can be removed as of course by the payment of money, shall be deemed waived but only insofar as correction of the abstract is concerned. If any of said defects so noted are not corrected within said sixty (60) day period, then this contract shall be null and void. It is understood and agreed that title herein required to be furnished is marketable title as set forth in Title Standard 4 of the Missouri Bar. It is also agreed that any encumbrance or defect in the title which is within the scope of any of the Title Standards of the Missouri Bar shall not constitute a valid objection on the part of the Redeveloper, provided the Agency furnishes the affidavits or other title papers, if any, described by the applicable title standard.

### **SECTION III**

#### **SITE CLEARANCE, PREPARATION AND CONDITION**

(a) The Redeveloper agrees that it is taking the Property in its "AS IS" condition. The parties understand and agree that the Agency makes no warranties or representations about the condition of the Property or any improvements thereon, and the Redeveloper agrees that it will make no claim against the Agency regarding the condition of the Property or any improvements thereon.

(b) No demolition, site clearance or preparation shall be required by the Redeveloper or shall be done by the Agency or the City of Jefferson.

### **SECTION IV**

#### **PLANS AND SPECIFICATIONS**

The Redeveloper shall redevelop the Property by rehabilitation of the residential structure in compliance with the City Code, zoning restrictions, the City's Overlay District requirements, and the terms of this agreement.

### **SECTION V**

#### **TIME FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION**

(a) Construction of the improvements to be constructed on the Property pursuant to this Agreement shall be commenced within four (4) months after the date of closing (which shall also be the date of the deed) and shall be completed within eighteen (18) months after the date of closing.

(b) Redeveloper agrees for itself, its successors and assigns, and every successor in interest to any part of the Property, and the Deed shall contain covenants on the part of the Redeveloper for itself and its successors and assigns, that Redeveloper and its successors and assigns shall commence and complete the construction of the improvements on the Property within the period specified in Paragraph (a) of this Section, and the Deed shall so expressly provide, that the covenants of commencement and completion shall be covenants running with the land, binding for the benefit of the Agency and the City, and enforceable by the Agency and its successors against the Redeveloper and its successors and assigns until such construction has been completed in accordance with plans and specifications, the Plan and this Agreement (herein "Completion").

(c) Promptly after Completion of the construction of the facility in accordance with this Agreement, Agency will furnish Redeveloper with an appropriate certificate of completion so certifying.

## SECTION VI

### RESTRICTION ON USE AND COVENANTS

Redeveloper represents and agrees that its purchase of the Property, and its other undertakings pursuant to this Agreement, are and will be used for the purpose of redevelopment and rehabilitation of the residential structure on the Property, and that the rehabilitation will be accomplished substantially in accordance with the purchase proposal submitted by Redeveloper to the Agency. Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to any part of the Property, and the Deed shall contain covenants on the part of the Redeveloper for itself and its successors and assigns, to run with the land, that the Redeveloper and its successors and assigns shall:

(a) Devote the Property only to and in accordance with the uses specified in the Plan for the period of the Plan, until the year 2039;

(b) Not discriminate on the basis of race, color, creed or national origin in the construction, sale, lease or rental or in the use or occupancy of the Property, the facility or any improvements located or to be erected on any part of the Property;

(c) Without the prior written approval of the Agency, not sell or assign any interest in the facility or the Property until completion of the rehabilitation;

(d) Before any rehabilitation work has begun, photograph the interior and exterior of the Property in order to document the appearance, configuration and condition of the Property prior to the initiation of any stabilization, restoration, rehabilitation or development. These photographs, along with any descriptions or measured drawings of the Property currently available, shall be submitted to the Jefferson City Historic Preservation Commission (the "Commission"). Redeveloper shall then develop plans and specifications for the stabilization, restoration, rehabilitation, landscaping and development of the Property;

(e) Not remove or demolish the structure or any part thereof on the Property without the prior written approval of the Agency and of the City in conformance with the City of Jefferson building code (unless immediate removal is necessary for the prevention or treatment of disease or for the protection and safety of the Property);

(f) Not construct or cause to be erected or constructed on the premises any other buildings or structures without the proper permits from the City;

(g) Neither dump nor store soil, trash, ashes, junk, garbage, waste or other unsightly or offensive material on the Property and make reasonable effort to prevent others from doing so;

(h) Preserve, maintain and operate the Property for purposes that are compatible with its historical use and function as a residence, office or a combination thereof;

(i) Maintain, repair and administer the Property continuously in accordance with the Standards for Historic Preservation Projects as found in the Code of Federal Regulations (36 C.F.R. 67.7) as these may be amended from time to time, so as to preserve the historical integrity of the features, materials, workmanship and appearance of the premises; and

(j) Abide by all federal state and local laws and ordinances regulating the restoration and use of the Property to the fullest extent possible.

## **SECTION VII**

### **COVENANTS BINDING ON SUCCESSORS IN INTEREST, DURATION**

It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in Sections V and VI shall be covenants running with the land and binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the Agency, its successors and assigns, and the City, and in the case of covenant provided in Section VI, subparagraph (b), the United States, against Redeveloper, its successors and assigns, and every successor in interest to any part of the Property or any interest therein. The covenants provided in Sections V and Section VI(c) shall remain in effect from the date of the Deed until Completion. The covenant provided in Section VI, subparagraph (a) shall remain in effect from the date of the Deed until January 1, 2039. The covenants provided in Section VI, subparagraph (b) and subparagraphs (d) through (j) shall remain in effect without limitations as to time. After Completion of construction, the covenants provided in Section VI(a)(b) and (c) shall be binding on the Redeveloper and each successor in interest, respectively, only during the period as such party or person shall have title to or an interest in the Property.

## **SECTION VIII**

### **CONSTRUCTION**

The rehabilitation of the facility and improvements on the Property pursuant to this Redevelopment Agreement shall be constructed by the Redeveloper acting as general contractor or by a qualified general contractor selected by the Redeveloper. If the Redeveloper does not act as its own general contractor, it will require its general contractor to comply with all terms, covenants and conditions of this Agreement respecting construction.

## SECTION IX INDEMNITY AND INSURANCE

(a) Redeveloper has primary construction and redevelopment responsibility and is not a partner or joint venturer with the Agency on the development of the Property or the construction thereon. Redeveloper agrees to indemnify the Agency, its present and future commissioners, employees and agents for claims and liability (including attorneys' fees), if any, regarding the design, construction, development, condition or operation of the Property or the improvements. The Redeveloper agrees that any agreements with the contractors, operator, lenders or others will contain provisions releasing the Agency and its commissioners, employees and agents from any claims or liabilities to such contractor, operator or lenders involving the construction or management of the Property and the improvements including, but not limited to, any claims or liabilities resulting from a loss of property by theft or burglary, accidental damage to person or property on or about the Property and the facility, any damage caused by action of the natural elements or defects in the construction or development of the Property or improvements, or damage or injury resulting from the conduct of employees or agents of the Redeveloper, contractor, or operator or others.

(b) Redeveloper shall carry and maintain, at its expense, general public liability insurance with limits of not less than \$1,000,000 in the event of bodily injury to any number of persons in any one accident and excess liability insurance with a limit not less than \$5,000,000 for bodily injury and property damage combined. Such policies may have deductible clauses up to \$5,000; and during the period until Completion and ten (10) years thereafter or termination of this Agreement, whichever shall first occur, the Agency shall be named a co-insured on such policies.

## SECTION X

### REMEDIES

(a) In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of the Agreement, or any of its terms or conditions, by either party or by any successor, such party (or successor), on written notice from the other, shall proceed immediately to cure or remedy such default or breach, and, in any event, shall remedy the breach within sixty (60) days after the receipt of such notice or if such breach cannot be cured within such sixty (60) day period then within such reasonable period of time as may be required to cure or remedy such breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary and desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

(b) Revesting Title in Agency on Happening of Events Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the Property to Redeveloper and prior to Completion of construction of the facility as required by this Agreement:

(1) Redeveloper (or any successor in interest) shall default in or violate its obligations with respect to the construction of the improvements (including the dates for the commencement and Completion of construction of improvements), or having commenced construction shall abandon or suspend construction work for more than forty-five (45) days and any such default, violation, abandonment or suspension shall not be cured within thirty (30) days after written demand by Agency; or

(2) Redeveloper (or any successor in interest) shall, in violation of this Agreement, fail to pay real estate taxes or assessments on any part of the Property when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialman's or mechanic's lien or other unauthorized encumbrance or lien to attach, and such taxes and assessments shall not have been paid or the encumbrance or lien removed or discharged or provisions satisfactory to Agency made for such payment, bonding or insuring over, removal, contest, defense or discharge within thirty (30) days after written demand by Agency; or

(3) There is, in violation of this Agreement, any transfer of any part of the Property and such violation shall not be cured within thirty (30) days after written demand by Agency to Redeveloper;

then Agency may terminate this Agreement, take possession of the Property and reenter the Property, in which case the Redeveloper shall, on demand of the Agency, reconvey the Property to the Agency. On the request of the Agency, the Redeveloper shall deposit a deed in escrow with the title company pursuant to a mutually satisfactory escrow agreement between the Redeveloper, the Agency and the title company, in implementation of this Section X. The deed shall be returned to the Redeveloper on completion.

## **SECTION XI**

### **CONFLICTS OF INTEREST: AGENCY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE**

(a) No member, official or employee of the Agency shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interest or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested.

(b) No member, official, employee or agent of the Agency shall be personally liable to Redeveloper or any successor in interest in the event of any default or breach of Agency or for any amount that may become due to Redeveloper or its successor, or in any obligation under the terms of this Agreement.

(c) No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom provided, however, that this subsection shall not be deemed to be applicable to any lease or rental or use of part of the facility to such member or delegate by the Redeveloper in the ordinary course of business with respect to the facility constructed on the Property by the Redeveloper pursuant to this Agreement.

## **SECTION XII**

### **MODIFICATIONS**

This Redevelopment Contract shall not be modified except in writing duly approved by the parties or their successors or assigns.

## **SECTION XIII**

### **PROVISIONS NOT MERGED WITH DEED**

No provision of this Agreement is intended to be or shall be merged by reason of any deed transferring title to the Property from Agency to Redeveloper or any successor in interest, and such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

## **SECTION XIV**

### **RIGHT OF ACCESS TO PROPERTY**

The Agency reserves for itself, the City and any public utility company, as may be appropriate, the right to enter upon the Property at all reasonable times for its lawful purposes with reasonable notice until it furnishes Redeveloper with a certificate of completion.

## **SECTION XV**

### **OTHER RIGHTS AND REMEDIES OF AGENCY; NO WAIVER BY DELAY**

(a) The Agency shall have the right to institute such lawful actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of this Agreement and its reentry into the Property pursuant to this Agreement.

(b) Any delay by the Agency in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Agency should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created



by the default involved); nor shall any waiver in fact made by the Agency with respect to any specific default by the Redeveloper under this Section be considered or treated as a waiver of the rights of the Agency with respect to any other defaults by the Redeveloper under this Section or with respect to the particular default except to the extent specifically waived in writing.

## SECTION XVI

### RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies of the parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

## SECTION XVII

### NOTICE

(a) Any notice or demand given under this Agreement shall be in writing and signed by a duly authorized officer of the Agency or the Redeveloper and delivered to the party to whom it is directed at the address of such party specified pursuant to subsection (b) of this Section. Any such notice or demand shall be deemed to have been given on the date it shall have been posted in the United States mail as provided in subsection (b).

(b) Any notice or demand shall be deemed sufficient if sent by registered mail, postage prepaid,

if to the Agency:

Housing Authority of the  
City of Jefferson, Missouri  
Post Office Box 1029  
Jefferson City, Missouri 65102

Attention: Executive Director;

in the case of the Redeveloper:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as the Agency or the Redeveloper may respectively designate in writing from time to time as above provided.

### SECTION XVIII

#### EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the improvements provided for in the Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) In the event of the Redeveloper's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, the Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

IN WITNESS WHEREOF, the Agency has caused this Agreement to be duly executed in its name and on its behalf by its Chairman and its seal to be duly affixed and attested by its secretary, and the Redeveloper has caused this Agreement to be duly executed in its name and on its behalf by President on the day first above written.



STATE OF MISSOURI

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ASS.

COUNTY OF COLE

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On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me personally appeared Amanda Burke Williams and Levi Williams, her husband, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed it as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cole County, Missouri, the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

