

# **Columbia Community Land Trust and Columbia Missouri Community Housing Development Organization Agreement**

This agreement by and between Columbia Community Land Trust and its representatives, designees, officers, directors, employees, agents, successors and their assigns ("Agency") and Columbia Missouri Community Housing Development Organization (COMO CHDO), and is effective as of the date of signing by both parties.

## **COMOCHDO Responsibilities**

In consideration for Agency's agreement to engage COMO CHDO and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COMO CHDO agrees that the requirements in this agreement apply to ALL work performed by COMO CHDO for Agency regardless of when or where the work is performed and regardless of the specific project on which the work is performed. In addition, COMO CHDO also agrees that the terms of any other agreement(s) between the parties do not extinguish or supersede the requirements of this agreement.

Specifically, COMO CHDO agrees with Agency as follows:

## ***Terms and Conditions of Work***

To perform and oversee all work involving the construction of an affordable home, as set forth in the COMO CHDO's proposal and specs as described in their FY 2016 HOME CHDO Proposal (Exhibit A). 700 Oak is legally described as:

Sixty (60) feet off the south end of Lots Four (4) and Five (5) in John A. Stewart's Subdivision of Lots Twenty-nine (29) and Thirty-two (32) of Garth's Subdivision of Lots Forty-nine (49) to Seventy-two (72), both inclusive, of Garth's Addition to the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 1, Page 21, Records of Boone County, Missouri and further shown on the survey for Columbia Housing Authority and the City of Columbia of Lots Two (2) through Nine (9) of John A. Stewart's Subdivision Recorded in Book 4074, Page 164, Records of Boone County, Missouri.

## ***Ownership***

1. COMO CHDO has inspected the site and is familiar with the condition of the land.
2. COMO CHDO agrees to own the land as legally described during the development process. The Agency and the COMO CHDO agree that upon completion of development of a single family residential home, defined as receiving a Certificate of Occupancy through the City of Columbia, Community Development Department, Division of Building and Site Development, the land as legally described within this document shall be donated to the Agency.
3. The COMO CHDO shall maintain ownership of only the improvements and be solely responsible for selling only the improvements to a qualified buyer. Sale of the home shall be in accordance with U.S. Department of Housing and Urban Development (HUD) eligible activities as defined by HOME regulations at 24 CFR Part 92.206
4. The improvements shall be sold subject to the Agency's Ground Lease (Exhibit B) and Homebuyer Selection Policy (Exhibit C). The Agency shall have the final responsibility

and authority in determining buyer eligibility according to its Homebuyer Selection policy.

5. The sale by COMO CHDO is subject to all requirements, conditions, limitations, and restrictions established by the Agency for sale (add or transfer) of property. COMO CHDO acknowledges that those requirements, conditions, limitations and restrictions may limit the marketability and limit the pool of prospective buyers. COMO CHDO acknowledges it is familiar with all such requirements, conditions, limitations, and restrictions and accepts and agrees to abide by same.
6. Should the COMO CHDO not sell the home within 9 months from the date of receiving a Certificate of Occupancy from the City of Columbia Division of Building and Site Development, the COMO CHDO shall be required to market the home as a rental property to a HOME eligible household at 60% or below the HUD defined area median income level. Rental occupant income verification shall be completed according to HUD's Part 5 definition of income and with source documentation in accordance with 24 CFR 92.203(a)(1)(i). In the event the home is offered as rental property under this section COMOCHDO shall continue to market the property for sale upon completion of any rental term.

## ***Safety***

7. COMO CHDO agrees that the safety of workers engaged in the work under this agreement is solely its responsibility. COMO CHDO specifically agrees to take appropriate precautions to ensure the safety of all persons, including, but not limited to, its own employees and other contractors and COMO CHDO and their employees, whose safety might otherwise be jeopardized by any risk of harm relating to or arising out of the work.
8. COMO CHDO must comply with all applicable safety federal, state and local laws, rules, regulations, statutes, ordinances and directives ("laws") that are in force or that may come into force during the work as they relate to COMO CHDO's operations, materials and personnel.
9. COMO CHDO will apply to obtain all necessary permits and conform strictly to laws and ordinances in force in the locality where its work must be performed.
10. At all times, COMO CHDO will provide sufficient, safe and proper facilities to allow Agency, or an authorized representative, to inspect COMO CHDO's work and performance. Upon request, COMO CHDO will also produce all the documents necessary to evaluate the quality of the materials used in its work.
11. COMO CHDO must submit copies of all accidents or injury reports to Agency, or an authorized representative as soon as practicable or prescribed by law.

## ***Indemnity***

12. The work performed by COMO CHDO shall be at its exclusive risk. To the fullest extent permitted by law, COMO CHDO will defend, indemnify and hold harmless all indemnified parties from any and all claims for bodily injury and property damage (other than damage to the work itself), which arise or are in any way connected with the work performed, materials furnished or services provided by COMO CHDO, COMO CHDO's subcontractors or anyone employed directly or indirectly by any of them under this agreement.

Indemnified parties include the, Agency representatives, designees, officers, directors, employees, agents, successors and their assigns.

Claims include any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and consultants' fees).

13. COMO CHDO is not obligated to indemnify and defend Agency for claims due to the sole negligence or willful misconduct of indemnified parties. Any obligations assumed pursuant to this agreement will not be construed to negate, abridge or reduce other statutory or common law rights or obligations of indemnity, which otherwise exist as to a party or person described in this agreement.
14. COMO CHDO's indemnification and defense obligations under this contract extend to claims made after this agreement is terminated as well as while it is in force and continue until such claims are finally adjudicated or until such time that any and all actions against the indemnified parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.
15. COMO CHDO shall, within sixty (60) days of filing, cause the discharge of record of any mechanics' lien filed against the Premises by payment, deposit, bond or court order. COMO CHDO shall indemnify and hold Agency harmless from any liability arising from the imposition of any mechanics' lien or other lien on the Premises.

## ***Insurance***

16. Prior to the beginning of the work, COMO CHDO must provide to Agency certificates of insurance showing that COMO CHDO has coverage for itself and its employees, agents and COMO CHDO as set forth in the insurance requirements section. The certificate of insurance shall provide that the insurer will give the Agency 30 days' prior written notice of cancellation and termination of the COMO CHDO coverage thereunder. If any of these policies is terminated, COMO CHDO must provide to Agency certificates of insurance showing replacement coverage with an effective date no later than the day coverage under the policy being replaced is cancelled or terminate.
17. All coverage must be placed with insurance companies duly admitted in the state of Missouri and must be approved by the Agency.
18. All COMO CHDO insurance carriers must maintain an A.M. Best rating of "A-" or better.  
  
COMO CHDO's general liability policy must name Agency representatives, designees, officers, directors, employees, agents, successors and their assigns as an additional insured (This should be on a standard ISO form or equivalent General Liability form with no modifications limiting coverage.) Coverage must include coverage for completed operations. Additional insured coverage must apply as primary and non-contributory with respect to any other insurance afforded to the Agency and Contractor.
19. Each insurer must give to Agency written notice of cancellation and termination of Contractor's coverage at least 30 days before the effective date of such cancellation or termination. This shall be verified in writing on the certificate of insurance.
20. At least two weeks prior to the expiration, cancellation or termination of any insurance policy required by this agreement, COMO CHDO must provide Agency with a new and replacement certificates of insurance and additional insured endorsements.
21. COMO CHDO must provide Agency with a waiver of subrogation from each of COMO CHDO's insurers on commercial general liability in favor of Agency with respect to losses arising out of or in connection with the work.
22. The insurance coverage required must be of sufficient type, scope and duration to ensure Agency is covered for the liability related to any manifestation date within the applicable statutes of limitation and/or response to any work performed by or on behalf of Agency in relation to the project. COMO CHDO agrees to maintain the above insurance for the benefit of Contractor for a period of three (3) years or the expiration of any statute of limitation as may be applicable, whichever is later.

23. COMO CHDO must secure a workers' compensation insurance policy. The workers' compensation policy must cover all of COMO CHDO's work and performance and provide coverage for all employees, executive officers, sole proprietors, partners and members of a limited liability company, in the amounts required by all applicable laws and must include employers liability coverage to cover the damages that become due in case of bodily injury, occupational sickness or disease or death of COMO CHDOs employees. This policy must be written with limits of (\$500,000) for each accident, (\$500,000) for each disease and (\$500,000) per disease, per each employee
24. COMO CHDO shall require its design professional(s) to maintain professional liability insurance coverage with a company acceptable to the Agency with limits no less than \$1,000,000 per claim and \$1,000,000 general aggregate. Such insurance shall have a maximum deductible of \$25,000 per claim.
25. COMO CHDO must secure a commercial general liability insurance policy to cover the damages that become due in case of bodily injury, property damage and personal or advertising injury arising out of or related to:
  - All COMO CHDO's operations and premises;
  - All COMO CHDO's products and completed operations;
  - All liability or responsibility assumed by the COMO CHDO in the Indemnity section of this agreement;
  - All liability assumed in a business contract;
  - Agency as an additional insured; and
  - Defense expenses paid in addition to the policy limits.

In addition, COMO CHDO must provide Contractor proof of insurance with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 2010 and CG 2037 (or substitute forms providing equivalent coverage). COMO CHDO is responsible for maintaining this insurance policy.

The coverage available to Agency, as additional insured, in the types of insurance policies mentioned above must be at least:

- \$1,000,000 for each occurrence;
  - \$2,000,000 for general aggregate
  - \$2,000,000 for products/completed operations aggregate; and
  - \$1,000,000 for personal and advertising injury limits.
26. COMO CHDO must secure an umbrella liability insurance policy with limits of at least \$1,000,000 to cover the damages that become due in case of bodily injury, property damage and personal and advertising injury with, at least, the same terms and conditions as the policies mentioned above. Certificate of insurance must indicate the umbrella policy is follow form for additional insured and waiver of subrogation.
  27. COMO CHDO must secure an automobile liability insurance policy to cover the damages that become due in case of bodily injury, death of a person or property damage arising out of Agencyship, maintenance or use of any motor vehicle or trailer owned, hired, leased, used on behalf of or borrowed by COMO CHDO. The policy must also include coverage for any equipment subject to motor vehicle laws. Business auto liability insurance must be written in the amount of not less than \$1,000,000 for each accident. COMO CHDO's automobile liability policy must name Agency as an additional insured.

## Agency Responsibilities

Agency, in consideration of the provisions contained in this agreement, agrees with COMOCHDO as follows:

- 28. Agency will provide homebuyer orientation and education to prospective homebuyers regarding its ground lease.
- 29. Agency will determine buyer eligibility according to its Homebuyer Selection Policy.

Additional provisions:

- 30. The time requirements of this contract may be extended by agreement of the parties in the event that COMO CHDO is delayed by acts of the Agency's required alterations or damage occurring from fire or other casualty.
- 31. No verbal order, objection, claim or notice of either party to the other will be of effect or binding and no evidence of such order, objection, claim or notice will be admissible in any lawsuit. Both parties, Agency and COMO CHDO, agree to execute and deliver in writing all communications that affect and bind the other. Any verbal communication between the parties will be considered as immaterial and nonbinding.
- 32. No provision of this contract can be waived or interpreted by reason or any other act. A waiver from this contract or any of its provisions is valid only if it is an express waiver, definitely agreed to and entered into by the parties in writing.
- 33. Upon signing by all parties, this document shall be recorded by the Boone County, Missouri Recorder of Deeds.
- 34. Agency will receive \$1,000 from the sales proceeds at closing. All remaining proceeds shall be retained by the COMO CHDO.
- 35. COMO CHDO shall be responsible for covering all closing and Realtor costs associated with selling the home to a qualified buyer.
- 36. The term of this agreement shall expire upon closing to a program eligible homeowner.

## Project Information

Project # and /or Address:

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## Signatures

This agreement is entered into by the parties listed below, effective as of the date specified above.

Columbia Community Land Trust  
500 E. Walnut, Suite 108  
Columbia, MO 65201

COMO CHDO  
400 Wilkes Blvd.  
Columbia, MO 65201

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Steven A Smith

Signature: Steven A Smith

Date: 2/01/10

