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JACKSON COUNTY, MISSOURI



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INSTRUMENT NUMBER
2022E0072967

THIS SPACE FOR RECORDER'S USE ONLY

MJ118279

ASSURED QUALITY TITLE CO.

Date: July 28 2022

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Sean Tassi, Esq.
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112

BENEFITS AGREEMENT

GRANTOR: MISSOURI HOUSING PARTNERS, LLC, a Missouri limited liability company

GRANTEE: THE SCHOOL DISTRICT OF KANSAS CITY, MISSOURI, ALSO KNOWN
AS THE SCHOOL DISTRICT OF KANSAS CITY 33 DOING BUSINESS AS
KANSAS CITY PUBLIC SCHOOLS, a Missouri urban school district

GRANTEE MAILING ADDRESS: 2901 Troost Avenue, Kansas City, MO 64109

LEGAL DESCRIPTION: See attached Exhibit "A" on Page 9

DEED REFERENCE (IF APPLICABLE): Special Warranty Deed dated July 28, 2022,
and recorded August 3, 2022, as Document No. 2022E0072918 in the
real estate records of Jackson County, Missouri

**GREENWOOD SCHOOL SITE PROJECT
BENEFITS AGREEMENT**

This Greenwood School Site Project Benefits Agreement (the “**Agreement**”) is entered into effective as of the 28th day of July, 2022 (the “**Effective Date**”, such date to be completed with the last date on which each of the parties hereto executes this Agreement), by and between the SCHOOL DISTRICT OF KANSAS CITY, MISSOURI, an urban school district and body corporate organized and existing under the laws of the State of Missouri (“**KCPS**”), MISSOURI HOUSING PARTNERS, LLC, a Missouri limited liability company and an affiliate of FULSON HOUSING GROUP, LLC, (“**Developer**”), and SOUTH ROUND TOP NEIGHBORHOOD ASSOCIATION, a Missouri nonprofit corporation (“**Neighborhood Association**”).

RECITALS:

A. KCPS and Developer entered into that Commercial Real Estate Sales Contract dated January 31, 2022, (the “**Contract**”) pursuant to which KCPS agreed to sell, and Developer or its affiliated entity agreed to purchase, certain real property located at 3711 E. 27th Street, Kansas City, Missouri, which property is otherwise known as the former Greenwood School in Kansas City, Jackson County, Missouri (the “**Site**”).

B. Section 20 of the Contract, titled “Closing Contingencies”, requires that Developer enter into a Benefits Agreement with KCPS with the purpose of ensuring that KCPS stakeholders receive on-going benefit from the redevelopment of the Site.

C. KCPS, Developer and the Neighborhood Association desire to enter into this Agreement in satisfaction of the requirements of the Contract and upon the terms and conditions described herein.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings. All definitions include both the singular and plural form.

“**Local Residents**” shall mean residents who reside within the Neighboring Communities, as defined herein below.

“**Neighboring Communities**” shall mean the geographic area of the South Round Top Neighborhood as is generally bounded by 27th Street on the north, Linwood Boulevard on the south, Indiana Avenue on the west, and Van Brunt Boulevard on the east.

“Parties” shall mean the parties to the Agreement – collectively, KCPS, Developer and Neighborhood Association.

“Project” shall have the meaning set forth in Article 2.

ARTICLE 2 COMMUNITY NEEDS

2.1 Payment in Lieu of Land Dedication. In accordance with the requirements of the Property Use and Restriction Agreement between KCPS and Developer, dated July 28, 2022, Developer intends to build mixed-income, senior apartments on the Site (the **“Project”**). The Developer and Neighborhood Association had initially reached agreement that the Developer would dedicate a portion of the Site for community use and deed that land to the Neighborhood Association. After completing additional site analysis, the land that could be dedicated for community use does not meet the needs of the Neighborhood Association. In lieu of land dedication, the Developer shall seed a fund for neighborhood projects (**“Neighborhood Project Fund”**) with a minimum of Forty-Two Thousand Dollars (\$42,000.00), equivalent to the value of the land that was to be dedicated. The details of the Neighborhood Project Fund, including allowable and priority uses, shall be determined by the Neighborhood Association through a documented community engagement process. On or before the equity funding closing date, triggered by receipt of approval by the Missouri Housing Development Commission to Developer to close on the loan documents for the Site, Developer shall deliver the full balance of the Neighborhood Project Fund (the **“Project Fund Escrow Deposit”**) to First American Title Company (the **“Escrow Holder”**). The Project Fund Escrow Deposit shall be made by cashier’s check or other certified funds, or by wire transfer, or by other delivery of funds reasonably acceptable to Neighborhood Association. Upon receipt of the Project Fund Escrow Deposit, the Escrow Holder shall deposit and hold in escrow the Project Fund Escrow Deposit on behalf of the Neighborhood Association. The Neighborhood Project Fund shall be administered by a qualified, third-party fiscal agent to be selected by the Neighborhood Association (the **“Fiscal Agent”**). Following the selection of a Fiscal Agent, Neighborhood Association shall notify the Escrow Holder, in writing, of such selection, including the name, address, phone number, and account representative, if any, of the Fiscal Agent. No later than 30 days of such notice of the selection of the Fiscal Agent, Escrow Holder shall release the Project Fund Escrow Deposit to the Fiscal Agent. The Neighborhood Association’s plan for use of the Neighborhood Project Fund shall be sent to KCPS for review prior to disbursement of funds to the Neighborhood Association by the Fiscal Agent.

2.2 Community Access. Developer shall provide the Neighborhood Association with no cost access to indoor common space within the Project for hosting monthly Neighborhood Association meetings/events. The details shall be determined by and agreed to by both the Neighborhood Association and Developer no later than the date the Developer receives a certificate of occupancy. Such uses shall include, but not be limited to, access and use for monthly community meetings and gatherings.

2.3 Neighborhood Rehab Funds. Developer shall seed a neighborhood rehab fund (**“Rehab Fund”**) with a minimum of Ten Thousand Dollars (\$10,000.00) to be used for homeowner

rehabilitation assistance within the Neighboring Communities. On or before the equity funding closing date, triggered by receipt of approval by the Missouri Housing Development Commission to Developer to close on the loan documents for the Site Developer shall deliver the full balance of the Rehab Fund (the “**Rehab Fund Escrow Deposit**”) the Escrow Holder. The Rehab Fund Escrow Deposit shall be made by cashier’s check or other certified funds, or by wire transfer, or by other delivery of funds reasonably acceptable to Neighborhood Association. Upon receipt of the Rehab Fund Escrow Deposit, the Escrow Holder shall deposit and hold in escrow the Rehab Fund Escrow Deposit on behalf of the Neighborhood Association. The Rehab Fund shall be administered by the Fiscal Agent. Following the selection of a Fiscal Agent, Neighborhood Association shall notify the Escrow Holder, in writing, of such selection, including the name, address, phone number, and account representative, if any, of the Fiscal Agent. No later than 30 days of such notice of the selection of the Fiscal Agent, Escrow Holder shall release the Rehab Fund Escrow Deposit to the Fiscal Agent. The Neighborhood Association’s plan for use of the Rehab Fund shall be sent to KCPS for review prior to disbursement of funds to the Neighborhood Association by the Fiscal Agent.

2.4 27th Street Underground Walkway. The underground walkway that traverses 27th Street in the adjacent public right-of-way is a blighting influence and a safety concern for Local Residents. The Project does not currently have funding available to address this issue, however, the Parties have each committed to explore opportunities to secure funding and/or City commitments that effectively resolve the safety/blight issues. However, no failure by any Party to fulfill their obligations under this Section 2.4 shall constitute grounds for Default under this Agreement.

2.5 Historic Walls/Stairs. Developer shall take commercially reasonable steps to preserve/restore the historic retaining walls and stairs now existing at the Site, with specific emphasis on those portions of the retaining wall and stair beginning at the southern corner of E. 27th Street, and continuing south for approximately 200 feet on the western side of Cleveland Avenue and the eastern side of Monroe Avenue. The Parties acknowledge that the Developer anticipates that it will be removing a portion of the wall along Cleveland to provide vehicular access to the Site. Historic materials removed from the Site may first be used to restore other areas along the wall, or if not needed, made available to the Neighborhood Association for a neighborhood beautification project, prior to any possible sale or relocation of materials outside of the Neighboring Communities. Notwithstanding the foregoing or anything to the contrary, KCPS and Neighborhood Association acknowledge that it is possible that the preservation of historic walls and stairs as contemplated by this Section 2.5 may not be feasible for financial reasons or for reasons beyond the control of Developer, and neither the Developer nor any subsequent transferee acquiring the Site shall not have any liability under this Section 2.5 for any failure to preserve the historic walls or stairs in whole or in part.

2.6 Career Technical Training/Mentorship. Developer shall annually (for the duration of tax abatement of the Site) participate in KCPS Real World Learning programs (i.e., paid internships, class speaker, field trips, interview skill development, advisory council, etc) in order to help prepare KCPS students for post-secondary education and the workforce.

ARTICLE 3 MISCELLANEOUS

3.1 Release. Developer and Neighborhood Association each expressly release, indemnify and hold harmless KCPS from any and all claims or liability (including third party claims) arising out of this Agreement, including but not limited to the establishment and administration of the Neighborhood Project Fund and the Rehab Fund.

3.2 Term. This Agreement shall become effective on the Effective Date and shall continue for so long as the Site receives tax abatement, except as otherwise agreed in writing by the parties hereto.

3.3 Default. Failure by any party to perform or comply with any term or provision of this Agreement, excluding Section 2.4, if not cured, shall constitute a default under this Agreement.

3.4 Right to Cure. If any party reasonably believes that another party is in default of this Agreement, it shall: (a) provide written notice to the alleged defaulting party of the alleged default; (b) offer to meet and confer in a good-faith effort to resolve the issue; and, (c) except where a delay may cause irreparable injury, provide sixty (60) days to cure the alleged default, commencing at the time of the notice, during which time the defaulting party shall cure the default. Any notice given pursuant to this provision shall specify the nature of the alleged default, and where appropriate, the manner in which the alleged default may be cured.

3.5 Remedies for Default. Following proper notice of default and failure to cure, as described in paragraphs 4.2 and 4.3 above, any non-defaulting party to this Agreement shall have the right to pursue any other available legal or equitable right or remedy of the non-defaulting party against the defaulting party including, but not limited to, specific performance. In the event legal action is instituted by any of the parties to enforce the terms of this Contract or arising out of the execution of this Contract, the prevailing party will be entitled to receive from the non-prevailing party or parties reasonable attorney's fees to be determined by the court in which the action is brought.

3.6 Governing Law. This Agreement shall be governed by the laws of the State of Missouri.

3.7 Assignment. No party may assign any right, obligation, or responsibility under this Agreement without the prior written consent of the other parties.

3.8 Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally or on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Developer: MISSOURI HOUSING PARTNERS, LLC
c/o Fulson Housing Group, LLC
220 NW Executive Way
Lee's Summit, Missouri 64063
Attn: Matt Fulson

If to KCPS: Kansas City Public Schools
Legal Services Department
2901 Troost
Kansas City, Missouri 64109
Attn: Chief Legal Counsel

If to the Neighborhood Association: South Round Top Neighborhood Association
2911 Monroe Avenue
Kansas City, Missouri 64128
Attn: President

3.9 Counterparts. This Agreement may be executed in two or more counterparts (including electronic PDF counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed as of the date written above.

SCHOOL DISTRICT OF KANSAS CITY,
MISSOURI, an urban school district and body
corporate organized and existing under the
laws of the State of Missouri

MISSOURI HOUSING PARTNERS, LLC, a
Missouri limited liability corporation

By: 

By: _____

Name: Nate Hogan

Name: _____

Title: Board Chair

Title: _____

SOUTH ROUND TOP
NEIGHBORHOOD ASSOCIATION

By: _____

Name: _____


Title: _____

IN WITNESS WHEREOF, this Agreement is executed as of the date written above.

SCHOOL DISTRICT OF KANSAS CITY,
MISSOURI, an urban school district and body
corporate organized and existing under the
laws of the State of Missouri

MISSOURI HOUSING PARTNERS, LLC, a
Missouri limited liability corporation

By: _____

By:  _____

Name: _____

Name: Matt Fulson _____

Title: _____

Title: Manager _____

SOUTH ROUND TOP
NEIGHBORHOOD ASSOCIATION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Agreement is executed as of the date written above.

SCHOOL DISTRICT OF KANSAS CITY,
MISSOURI, an urban school district and body
corporate organized and existing under the
laws of the State of Missouri

MISSOURI HOUSING PARTNERS, LLC, a
Missouri limited liability corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SOUTH ROUND TOP
NEIGHBORHOOD ASSOCIATION

By: Irving E. Graham

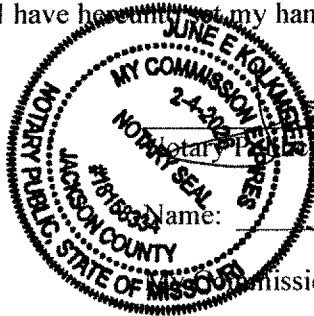
Name: Irving E. Graham

Title: President

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 26 day of July in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Nate Hosan, Board Chair of the THE SCHOOL DISTRICT OF KANSAS CITY, MISSOURI, ALSO KNOWN AS THE SCHOOL DISTRICT OF KANSAS CITY 33 DOING BUSINESS AS KANSAS CITY PUBLIC SCHOOLS, a Missouri urban school district, personally known by me to be the person who executed the same instrument, on behalf of said district, and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



[Signature]
Name: June E. Kolkmeier
Commission Expires: 02/04/2026

[SEAL]

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ of MISSOURI HOUSING PARTNERS, LLC, a Missouri limited liability company, personally known by me to be the person who executed the same instrument, on behalf of said limited liability company, and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public
Name: _____
My Commission Expires: _____

[SEAL]

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, _____ of the THE SCHOOL DISTRICT OF KANSAS CITY, MISSOURI, ALSO KNOWN AS THE SCHOOL DISTRICT OF KANSAS CITY 33 DOING BUSINESS AS KANSAS CITY PUBLIC SCHOOLS, a Missouri urban school district, personally known by me to be the person who executed the same instrument, on behalf of said district, and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

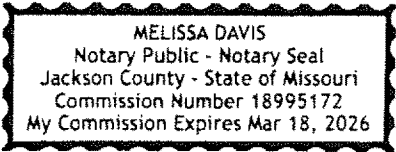
Notary Public
Name: _____
My Commission Expires: _____

[SEAL]

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 25 day of July in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Matthew Fulson of MISSOURI HOUSING PARTNERS, LLC, a Missouri limited liability company, personally known by me to be the person who executed the same instrument, on behalf of said limited liability company, and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Melissa Davis
Notary Public
Name: Melissa Davis
My Commission Expires: 3-18-26

[SEAL]

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 26 day of July in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Irving Graham, President of the SOUTH ROUND TOP NEIGHBORHOOD ASSOCIATION, a _____, personally known by me to be the person who executed the same instrument, on behalf of said district, and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



BRANDON MASON
My Commission Expires
August 13, 2023
Jackson County
Commission #19207288

Brandon Mason
Notary Public
Name: Brandon Mason
My Commission Expires: 08/13/2023

[SEAL]

EXHIBIT A

Lots 1 through 8 Except that part of Lot 8 conveyed to the City of Kansas City for alley and roadway by deed recorded as Document No. A-570478 in Book B-3237 at Page 9; Lots 17 through 24; and those portions of the vacated alleys as described in the Ordinance recorded as Document No. 588024 in Book 1032 at Page 559 and Ordinance recorded as Document No. A-570472 in Book B-3245 at Page 78, all in Block 2, CLEVELAND PARK, a subdivision in Kansas City, Jackson County, Missouri.