

ORDINANCE #67525
Board Bill No. 114

An ordinance authorizing twenty five (25) years of tax abatement for certain properties listed on the attached Exhibit "A." (the "Property"), known as Etzel II, which is attached hereto and incorporated herein by this reference, all of which is located within the West End Urban Renewal Area (the "Area") commencing on January 1, 1998 in accordance with Ordinance 55268 and the Redevelopment Plan for the West End Urban Renewal Area at the time of the commencement of the tax abatement and this Ordinance.

WHEREAS, the Board of Aldermen of the City of St. Louis by Ordinance No. 55268 dated March 27, 1969 (the "Approval Ordinance") approved a redevelopment plan (the "Plan") for the West End Urban Renewal Project Area (the "Area") which includes the Property and authorized 25 years of tax abatement.

WHEREAS, the Board of Commissioners of the Land Clearance for Redevelopment Authority of the City of St. Louis (the "Authority") advertised for and received a residential redevelopment proposal for the Property from Affordable City Homes, Inc. (the "Redeveloper") dated July 17, 1995 (the "Proposal").

WHEREAS, the Authority designated Affordable City Homes, Inc. as the redeveloper for the Property and entered into a Redevelopment Agreement with it dated September 18, 1995 (the "Redevelopment Agreement") which is attached hereto as Exhibit "B."

WHEREAS, the intent of the Redevelopment Agreement and the Redeveloper's application for designation as redeveloper was to secure twenty five (25) years of tax abatement for the Property (ten (10) years at full abatement and an additional fifteen (15) years at 50% tax abatement).

WHEREAS, the Redeveloper substantially completed the redevelopment of the Property in accordance with the Proposal and Plan on October 23, 1997.

WHEREAS, the Authority's staff sent a letter to the Assessor dated December 21, 1997 advising that the Property was entitled to ten (10) years of tax abatement pursuant to Sections 99.700 through 99.710 RSMo instead of the twenty five (25) years intended by the Redevelopment Agreement and the Authorizing Ordinance.

WHEREAS, as a result, the Assessor's Office commenced ten (10) years of tax abatement on January 1, 1998.

WHEREAS, the tax abatement was contemplated for a period longer than ten (10) years, and the Approval Ordinance and state statutes required title to the Property to be passed through an urban redevelopment corporation organized pursuant to Chapter 353 RSMo.

WHEREAS, a Letter of Understanding evidencing the intent to grant the Property a total of twenty five (25) years of tax abatement is attached hereto as Exhibit "C."

WHEREAS, the Property was passed through the SLDC Redevelopment Corporation, which is an urban redevelopment corporation organized pursuant to Chapter 353 RSMo., on February 20, 2004.

WHEREAS, the terms of the Approval Ordinance call for tax abatement for property passed through a Chapter 353 Urban Redevelopment Corporation to commence on January 1 of the year following the transfer of title.

WHEREAS, a commencement date later than January 1, 1998 would cause the Property to receive more than twenty five (25) years of tax abatement contrary to the intent of the Approval Ordinance, the Plan, the Proposal and the Redevelopment Agreement.

WHEREAS, it is the intent of this Ordinance is to effectuate the original intent of the Approval Ordinance and Redevelopment Agreement and to give the Property tax abatement for a period of twenty five (25) years (ten (10) years at full abatement and an additional fifteen (15) years at 50% abatement) commencing on January 1, 1998.

WHEREAS, the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") has approved and recommended the adoption of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. There is hereby authorized tax abatement for certain properties listed on the attached Exhibit "A," (the "Property") which is attached hereto and incorporated herein by this reference, located within the West End Urban Renewal Area (the "Area") for a period of twenty five (25) years (ten (10) years at full abatement and an additional fifteen (15) years at 50% abatement) commencing on January 1, 1998 in accordance with terms, covenants and conditions of Ordinance 55268 (the "Approval Ordinance"), Redevelopment Plan for the West End Urban Renewal Area at the time of the commencement of the tax abatement (the "Plan") and this Ordinance.

SECTION TWO. In order to implement and facilitate the effectuation of this Ordinance and the Plan, as hereby authorized and approved, it is found and determined that certain official actions must be taken by this Board of Aldermen (the "Board") and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the terms of this Ordinance and the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with this Ordinance and the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate this Ordinance and the Plan.

SECTION THREE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION FOUR. In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and
- (g) That the language of this Section Four shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership.

The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FIVE. The Redeveloper is entitled to ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created. Said abatement shall be effective as of January 1, 1998.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to twenty five (25) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own the Property located within the Area, then for the first ten (10) years commencing January 1, 1998, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding January 1, 1998. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding January 1, 1998.

For the ensuing period of up to fifteen (15) years following the original period stated above, any such corporation shall pay taxes and payments in lieu of taxes as provided above in an amount based upon fifty percent (50%) of the then normal assessment of the land and improvements. Thereafter any such corporation shall pay the full amount of taxes.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said twenty five (25) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in the Approval Ordinance and Plan and in any contract with the LCRA. In no event shall such benefits extend beyond twenty five (25) years.

SECTION SIX. The tax abatement described herein on the Property is effective as of January 1, 1998 and shall not, in any event, exceed a total term of twenty five (25) years.

SECTION SEVEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

EXHIBIT A
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AFFORDABLE CITY HOMES, INC.			EXHIBIT A							
ParcelID	Address	Comments	Usage	Front	Back	Side 1	Side 2	Suit Number	Sequence	Ward
38250003000	5847 PLYMOUTH AV		Vacant Lot	100	100	259.1	259.1	81	88	22
38250003100	5861 PLYMOUTH AV		Vacant Lot	100	100	259	259	23	312	22
38250003350	5875 PLYMOUTH AV		Vacant Lot	53.06	50	318.02	0		205	22
38250003450	5881 PLYMOUTH AV	COMMERCIAL BLDG.	Commercial	53.06	50	318.02	0		204	22
38250003500	1206 HAMILTON AV		Vacant Lot	175	173.92	106.92	121.5	23	366	22
38260000100	1170 HAMILTON AV	2 STY. COMMERCIAL BLDG.	Commercial	121	121	90	90	78	84	22
38260000200	5878 PLYMOUTH AV	2 STY. BRK. 4 FAMILY	Residential	60	42	204	193.04	78	85	22
38260000250	5874 PLYMOUTH AV	2 STY. BRK. 4 FAMILY	Residential	51.06	51.06	193.03	180.03	78	86	22
38260000300	5870 PLYMOUTH AV		Vacant Lot	51	51	181.07	169	78	87	22
38260000400	5864 PLYMOUTH AV		Vacant Lot	50	0	156.09	144		209	22
38260000500	5858 PLYMOUTH AV		Vacant Lot	50	51.08	144.33	156.83	10	340	22
38260000600	5854 PLYMOUTH AV	2 STORY BRICK MULTI	Residential	50	50	133.93	144.4	81	89	22
38260002400	5887 ETZEL AV		Vacant Lot	40	28.6	105.6	100.6	81	572	22
38260002500	5893 ETZEL AV.		Vacant Lot	86.1	59.4	106	142.3	81	573	22
38260002600	1150 HAMILTON AV		Vacant Lot	49.6	28.09	102.11	116.05	81	574	22
38260002700	1154 HAMILTON AV		Vacant Lot	40	57	82	102.11	81	575	22
38260002800	1158 HAMILTON AV		Vacant Lot	106.49	106.49	90	90	81	90	22

EXHIBIT 67525

FORM NO. 8/11/86
FILE NO. 428-P

REDEVELOPMENT AGREEMENT BY AND BETWEEN
AFFORDABLE CITY HOMES, INC.
AND THE LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF THE CITY OF ST. LOUIS FOR THE
WEST END URBAN RENEWAL PROJECT AREA

THIS AGREEMENT, is entered into this 18th day of September, 1995, by and between the LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS, a public body corporate and politic (which, together with any successor public body designated by or pursuant to law, is hereinafter termed the "Authority") established pursuant to Sections [99.300 et seq. of the Revised Statutes of Missouri (the "Act") and having its office at 330 North 15th Street, St. Louis, Missouri 63103 and AFFORDABLE CITY HOMES, INC., a Missouri Corporation, (the "Redeveloper") and having its office at 3855 Lindell Boulevard, St. Louis, Missouri, 63108.

WHEREAS, by Ordinance No. 55268, dated March 27, 1969 (the "Approval Ordinance"), the Board of Aldermen of the City of St. Louis, Missouri (the "Board of Aldermen") approved a Redevelopment Plan dated November 20, 1968, ("Plan"), for the WEST END URBAN RENEWAL PROJECT AREA, which is more fully described in Exhibit "A" attached hereto and incorporated herein by reference ("Area"); and

WHEREAS, the Authority duly advertised for redevelopment proposals for the Area; and

WHEREAS, the Plan provides for the development of the Area for residential" uses; and

WHEREAS, the Authority received from Redeveloper a proposal dated July 17, 1995 (the "Proposal"), for the construction of certain property within the Area (the "Property") for residential uses (the "Project"); which Proposal was approved by the Authority's Board of Commissioners (the "Board") as being in the best interest of the Area and the City of St. Louis (the "City") as a whole; and

WHEREAS, Redeveloper is or will be the owner of the Property; and

WHEREAS, by Resolution No. LCRA-5800, the Board designated and selected Redeveloper as redeveloper of the Property and authorized the execution of a Redevelopment Agreement therewith; and

WHEREAS, the Authority believes that the redevelopment of the Property in accordance with the Proposal and the fulfillment generally of this Agreement are in the best interest of the Area, the City, and its residents, and in furtherance of the public purposes under which the redevelopment of the Area has been undertaken and is being assisted.

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NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. The Redeveloper agrees to carry out the Project in accordance with the Approval Ordinance, the Plan and this Agreement, and substantially in accordance with the Proposal, a copy of which is on file at the offices of the Authority. The terms and provisions of the Approval Ordinance, the Plan and the Proposal, all as may be amended from time to time, are incorporated herein by reference.
2. Prior to the commencement of the construction of the Project, the Redeveloper shall submit to the Authority, for its approval, site plans (including landscaping), floor plans, elevations and outline specifications of exterior materials to be used with respect to the Project ("Design Plans") which are in substantial conformity with the Proposal. The Redeveloper agrees to construct the Project in accordance with the Design Plans which have been approved by the Authority. The Design Plans shall be deemed approved unless the Authority shall, within twenty (20) business days following submission of such Design Plans, notify the Redeveloper in writing of its rejection, stating in detail the reasons that any portion of such Design Plans are not in substantial conformity with the provisions of the Proposal, the Plan, this Agreement and applicable state and local laws and regulations. With respect to such portion or portions, if any, of the Design Plans as are rejected by the Authority, the Redeveloper may submit revised portions of the Design Plans which shall be deemed approved and accepted, unless rejected, in whole or in part, by the Authority within fifteen (15) business days as hereinabove provided with respect to the original submission. The foregoing provisions for resubmission shall continue to apply until such time as either the Authority shall have notified the Redeveloper of approval, in writing, or shall fail to furnish a detailed statement of rejection within fifteen (15) business days. The Design Plans may be modified by the Redeveloper so long as they are in substantial conformity with the Proposal, the Plan, this Agreement, and applicable state and local laws and regulations; provided, however, that such modifications shall be subject to the prior written consent of the Authority. The failure of the Authority to disapprove, in writing, any such modifications within fifteen (15) business days after submission thereof to the Authority shall be and constitute affirmative approval thereof.
3. The Redeveloper agrees to undertake and complete the Project as called for by this Agreement, as same may be amended from time to time, in accordance with the following schedule:

The demolition of existing vacant buildings will commence in August, 1995. The formation of the limited partnership, which will become the owner of the property within the Area - closing on financing and the construction start are scheduled for September, 1995. The construction period will be approximately 9-12 months.

The time limits set forth in the above schedule shall be extended in the event of Excusable Delay, as defined herein, provided however, that any period of Excusable Delay deemed to extend the above time limits must be approved in

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writing by the Authority. In the event that an extension is required by reason of Excusable Delay, Redeveloper shall immediately provide written notice to the Authority requesting the extension, detailing the circumstances causing the delay and stating the estimated amount of additional time needed as a result of the delay. For purposes of this Agreement, "Excusable Delay" shall mean delay due to acts of God, fire or other casualty, strike, lockout or other labor dispute, weather conditions, shortages or unavailability of material, labor or utilities, laws, orders or regulations of any court, governmental, civilian or military authority.

4. The Redeveloper agrees to obtain any and all permits and licenses required by the City necessary to perform under this Agreement and agrees to conform to all rules, regulations, codes and ordinances of the City applicable to performance by the Redeveloper under this Agreement.
5. The Redeveloper will obtain all necessary financing for construction of the Project and shall provide any necessary equity funds. The Authority will cooperate with Redeveloper to the fullest extent possible in structuring, applying, obtaining and administering all forms of financing; provided, however, that the foregoing provision shall not be construed as creating any obligation on the part of the Authority to issue its bonds to provide financing to the Redeveloper.
6. The Authority agrees to cooperate with the Redeveloper and use its best efforts to assist the Redeveloper in acquiring the benefits of real estate tax abatement to the maximum extent permitted under the Approval Ordinance and the Plan, all as may be amended from time to time.
7. The Redeveloper shall at all reasonable times allow the representatives of the Authority and/or the City access to the Property for any purpose related to this Agreement, which either the City or the Authority deems necessary, including, but not limited to, inspection of all work being performed in connection with the rehabilitation of improvements thereon.
8. The Redeveloper agrees not to place or dispose of, or cause to be placed or disposed of, any toxic or hazardous substances (as defined in 42 U.S.C. Section 9601(14) and other applicable state and federal laws and regulations) on the Property, and not to manufacture, store, use, treat or dispose of such substances, or permit any manufacturing, storage, use, treatment or disposal of such substances on the property in the Area.
9. The Redeveloper agrees that, as an independent covenant running with the land forever, there shall be no discrimination upon the basis of race, creed, color, national origin, gender, sexual preference, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of the Property, and said covenant may be enforced by the Authority, the City or the United States of America, or any of their respective agencies. Redeveloper further agrees that a provision containing the covenants in this Section shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Project or the Property.

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10. Without limiting any of the foregoing, the Redeveloper agrees to adhere to the requirements of Exhibit "B", "Equal Opportunity and Non-Discrimination Guidelines", attached hereto and incorporated herein by reference (the "Guidelines"). By execution of this Agreement, the Redeveloper certifies and agrees that no contractual or other disability exists which would prevent Redeveloper from complying with the requirements set forth in the Guidelines.
11. In the event of any breach of any covenants, agreements, restrictions, or regulations contained in this Agreement or in the Plan, both as may be amended from time to time, by Redeveloper, the Redeveloper shall have thirty (30) days after receipt of written notice of such breach from the Authority to cure same; provided, however, that in the event that said breach cannot be cured within thirty (30) days and Redeveloper shall have undertaken the curing of said breach within thirty (30) days and shall thereafter diligently pursue the same, then the failure to cure said breach within thirty (30) days shall not give rise to any right of the Authority to pursue any remedy, except as otherwise expressly provided herein. In the event any breach of this Agreement remains uncured after thirty (30) days from the date of notice of such breach from the Authority to the Redeveloper, or, in the case of a breach which cannot be cured within said thirty (30) days, in the event that Redeveloper fails to undertake said cure within said thirty (30) day period and to thereafter diligently pursue the same, the Redeveloper agrees that the Authority has the right and power to institute and prosecute any proceeding at law or in equity to enforce any covenant or agreement contained herein or in the Plan, and to recover damages resulting from such breach. In addition, in the event of any such uncured material breach, the Authority may terminate this Agreement and remove the Redeveloper as the designated redeveloper of the Project and revoke or suspend any tax abatement granted to Redeveloper in connection with the redevelopment of the Area. Redeveloper further agrees that the Authority shall have the right and power to institute and prosecute proceedings to enjoin the threatened or attempted violation of any covenant, agreement, restriction or regulation contained herein or in the Plan.

Notwithstanding any provision of this Agreement to the contrary, the parties hereto agree that in the event Redeveloper fails to commence the redevelopment of the Property in accordance with the schedule set forth in Section 5 hereof for any reason except Excusable Delay, then this Agreement will terminate and be null and void.

12. None of the provisions of this Agreement shall, as to the Property and/or Project be construed to relieve the Redeveloper of compliance with the ordinances of the City and the laws and regulations of the State of Missouri and the United States of America.
13. Upon the completion of the redevelopment of the Project, the Redeveloper may request that the Authority inspect the Property to determine if it has been completed in accordance with the terms of this Agreement. If the Authority finds that the redevelopment of the Property has been completed in accordance with the terms hereof, the Authority shall provide and furnish the Redeveloper with a Certificate of Completion certifying that the redevelopment of the Property required pursuant to this Agreement has been completed in

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accordance with the Plan, as may be amended from time to time, the Design Plans and the Proposal and said Certificate shall be recorded in the Recorder's Office at the cost of the Redeveloper, who shall furnish the date, book and page number of such recording to the Authority, in writing. After the issuance of the Certificate of Completion for Property, or any portion thereof, by the Authority, the Authority agrees to forego its legal right to acquire by eminent domain, the Property which is the subject of said Certificate of Completion, provided that Redeveloper shall keep, observe and perform all agreements, restrictions and covenants imposed by this Agreement and the Plan upon the Property and the Project.

14. The Redeveloper agrees that prior to the issuance of a Certificate of Completion, as provided in the immediately preceding Section, the Redeveloper will not make any assignment, transfer or conveyance of any rights, title, interest, benefits, obligations or responsibilities with respect to the Property or the Project without the express written consent of the Authority, which consent shall not be unreasonably withheld. Redeveloper further agrees to promptly provide written notice thereof to the Authority, if, at any time following the issuance of the Certificate of Completion, the Redeveloper shall effect any assignment, transfer or conveyance of such rights, title, interest, benefits, obligations or responsibilities.
15. The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflict of interest and any provisions in contractual agreements between or among the City, the St. Louis Community Development Agency ("CDA") and the United States Department of Housing and Urban Development ("HUD") relating to the funding of any portion of the Project. Additionally, but not in limitation of the foregoing, no member of the Board of Aldermen or any branch of government of the City who has any power of review or approval of any of the undertakings contemplated herein, shall participate in any decisions relating thereto which affect his personal interests or the interests of any corporation or partnership in which he is directly or indirectly interested. No member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor participate in any decisions relating thereto which affect his personal interests or the interests of any corporation or partnership in which he is directly or indirectly interested. Any member, official or employee of the Authority now having or subsequently acquiring any personal interest, direct or indirect, or now having or subsequently acquiring any interest in any corporation, partnership or association which has any interest, in the Project, or in any contract or proposed contract in connection with the redevelopment, rehabilitation or financing of the Project, shall immediately disclose, in writing to the Board, the nature of such interest and seek a determination with respect to such interest by the Board and in the meantime shall not participate in any actions or discussions relating to the Project.
16. In the acquisition of the Property and in the rehabilitation, construction and/or operation of the Project, Redeveloper shall not knowingly, after due inquiry, employ or contract with any person if a member of his or her immediate family is a member of the Board or the Board of Aldermen, or is employed by the Authority in an administrative capacity (i.e. those who have selection, hiring or supervisory or operational responsibility for the work to

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be performed pursuant to this Agreement). For the purposes of this section "immediate family" includes: wife, husband, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent and step-child.

17. No member, official, or employee of the Authority or of the Redeveloper shall be personally liable to the other party or any successor in interest or assign of the other party, in the event of any default or breach by such party, successor or assign of any of the obligations of this Agreement.
18. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) In case of Redeveloper, is addressed to or delivered to:

**Gina Ryan
SLACO
3855 Lindell Boulevard
St. Louis, Missouri 63108**

- (2) In case of the Authority, is addressed to or delivered to:

**Larry T. Bushong
Executive Director
Land Clearance for Redevelopment
Authority of the City of St. Louis
330 North 15th Street
St. Louis, Missouri 63103**

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Paragraph.

19. Immediately after the execution of this Agreement, the Redeveloper shall, at its expense, cause this Agreement to be recorded in the records of the Recorder of Deeds for the City of St. Louis and shall notify the Authority, in writing, of the date, book and page number of such recording.
20. It is expressly understood and agreed that neither party is the agent of the other, and that this Agreement shall not be construed to make the Authority or any commissioner, officer or employee thereof liable to materialmen, contractors, craftsmen, laborers or others for goods or services delivered by them in connection with development of the Area, or for debts or claims accruing to the said parties against Redeveloper.
21. The term "Redeveloper", as used in this Agreement, means the Redeveloper and its successors and assigns.

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IN WITNESS WHEREOF, the Authority and the Redeveloper caused this instrument to be executed in their respective hands and upon their behalf.

REDEVELOPER:

(SEAL)

By: [Signature]
Title: President

ATTEST:

[Signature]

AUTHORITY:

LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF THE CITY OF ST. LOUIS

(SEAL)

By: [Signature]
Larry Bushong
Executive Director

ATTEST:

[Signature]

APPROVED AS TO LEGAL FORM
FOR THE AUTHORITY

Leslie Mitchell, Deputy General Counsel
For Mary Nelson
General Counsel

EXHIBIT A
67525

AFFORDABLE CITY HOMES, INC.

ParcelID	Address	Comments	Usage	EXHIBIT "A"				Sequence	Ward
				Front	Back	Side 1	Side 2		
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382600002400	5887 ETZEL AV		Vacant Lot	40	28.6	105.6	100.6 81	572	22
382600002500	5893 ETZEL AV		Vacant Lot	85.1	59.4	106	142.3 81	573	22
382600002600	1150 HAMILTON AV		Vacant Lot	49.6	28.09	102.11	116.05 81	574	22
382600002700	1154 HAMILTON AV		Vacant Lot	40	57	82	102.11 81	575	22
382600002800	1158 HAMILTON AV		Vacant Lot	106.49	106.49	90	90 81	90	22

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EXHIBIT "B"

FORM: 07/13/94

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, and any entity formed to implement the project of which the Redeveloper is a general partner), its contractors and subcontractors will include a clause requiring compliance with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination, the Executive Orders of the Mayor of the City dated December 6, 1984, January 10, 1990, March 31, 1992, and all guidelines herein.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

In the redevelopment of the Area, there shall be maximum utilization of bona fide minority business enterprises ("MBE's") and women business enterprises ("WBE's" and, together with MBE's, "disadvantaged business enterprises" or "DBE's"). The Redeveloper will set a minimum goal of twenty-five percent (25%) MBE participation and five percent (5%) WBE participation under these guidelines. In the event the Redeveloper fails to attain that goal, the Redeveloper may be required to show good cause therefor; provided however, that this requirement will be deemed to have been met when documentation evidences that all available resources (i.e. DBE suppliers, contractors, and subcontractors) willing to perform the work or provide the supplies--at a price which (i) is within the range requested by non-DBE's; or (ii) if higher than that requested by non-DBE's, is attributable to the effects of past discrimination--have been exhausted.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control and interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control and interest in capital and earnings commensurate with their percentage of ownership.

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

The Redeveloper agrees that if the redevelopment of the Area creates permanent jobs, it shall enter into an Employment Plan with the Saint Louis Agency on Training and Employment and the LCRA for referral of Jobs Training Partnership Act eligible individuals. Said plan shall specify the number of jobs to be covered by the Employment Plan, the target date for referrals to begin, and the procedure for referral.

EXHIBIT C

67525

SLDC REDEVELOPMENT CORPORATION
1015 LOCUST STREET, SUITE 1200
ST. LOUIS, MISSOURI 63101

February 16, 2004

Etzel Place II, L.P.
Attention: Gregory B. Vatterott
10449 St. Charles Rock Road
St. Ann, Missouri 63074

Re: Letter Agreement, Indemnity and Exhibits for acquiring a twenty-five (25) year tax abatement for residential real property located at the following addresses:

- 5852 Plymouth Avenue
- 5854 Plymouth Avenue
- 5856 Plymouth Avenue
- 5858 Plymouth Avenue
- 5860 Plymouth Avenue
- 5862 Plymouth Avenue
- 5864 Plymouth Avenue
- 5868 Plymouth Avenue
- 5870 Plymouth Avenue
- 5872 Plymouth Avenue
- 5874 Plymouth Avenue
- 5876 Plymouth Avenue
- 5878 Plymouth Avenue
- 5880 Plymouth Avenue
- 5849 Plymouth Avenue
- 5851 Plymouth Avenue
- 5853 Plymouth Avenue
- 5855 Plymouth Avenue
- 5857 Plymouth Avenue
- 5859 Plymouth Avenue
- 5861 Plymouth Avenue

To Etzel Place II, L.P.:

This Letter Agreement and Indemnity will constitute the Agreement between you as the owner of certain property ("Grantor" or "Owner") and SLDC Redevelopment Corporation ("Grantee" or "SLDC Redevelopment Corporation". The legal description of the various parcels of property are as shown on Exhibit A, attached hereto and incorporated herein by this reference.

In 1995 the Grantor sought the benefits of certain tax abatement rights on said property for a period of twenty-five (25) years. Due to an error, the transaction to create the 25-year tax abatement was not completed. The parties now wish to clarify and correct the record with respect to the 25-year tax abatement for the Etzel II property. It is understood and agreed that following completion of the transactions contemplated herein, Grantor shall have 25-year tax abatement for the Etzel II Property, which 25-year period shall be deemed to have commenced as of January 1, 1996. The Grantee is a political body and corporation, created and authorized under Missouri law to receive title to said property in order to effectuate the various and relevant provisions of Chapter

67525

99 and Chapter 353 of the Revised Statutes of Missouri granting such tax abatement rights for said property by re-conveying same to the Grantor or its designee.

The Grantor, in consideration of the above, agrees to cooperate fully with Grantee in all matters to transfer clear title and to comply with all conditions and documentation requirements in order to achieve said transfer.

The following documents and actions shall be completed by the Grantor before the property transfer is completed and related tax abatement rights are secured:

1. A copy of the current, updated real property title commitment or real property letter report for the subject property shall be provided to the Grantee for its full review prior to closing on the transfer.
2. An original, signed copy of this Letter Agreement and Indemnity.
3. An original, signed copy of the Grantor's Final Affidavit in the form of Exhibit B attached hereto.
4. An original, signed copy of the Disclosure of Information and Acknowledgement for Lead-Based Paint and/or Lead-Based Paint Hazard, in the form of Exhibit C attached hereto.
5. A signed, original Quit-Claim Deed granting all right, title and interest in said property from the Grantor to the Grantee, in the form of Exhibit D attached hereto.
6. A signed, original Quit-Claim Deed from Grantee granting title back to Grantor or its assigns, in the form of Exhibit E attached hereto.
7. Payment of all charges, recording fees and related costs. Grantor shall record all documents at the cost of the Grantor.

The Grantor shall complete and provide the above-referenced items to Grantee prior to conveying the described property.

The Grantor, its transferees and assigns, hereby agrees to indemnify, save and hold harmless, and do indemnify, save and hold harmless the City of St. Louis, the St. Louis Development Corporation, and SLDC Redevelopment Corporation, for any and all costs, fees, fines and liabilities, damages and causes of action arising from any claim by any person or persons by reason of defect in said real property title or condition, known or unknown, in such real property as described herein and for any and all costs, fees, fines, claims, damages, rights or causes of action stemming from, but not limited to, contaminated, toxic, polluted, or residual materials located on such property, whether known or unknown.

All such documents referenced in this Letter of Understanding and Indemnity are legally binding.

SLDC Redevelopment Corporation

By:

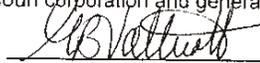

Georgiana B. Stuart, President

67525

Letter Agreement and Indemnity
Acknowledged and Agreed to by:

ETZEL PLACE II, L.P.

By: AFFORDABLE CITY HOMES OF ST. LOUIS, INC.,
A Missouri corporation and general partner

By: 
Gregory B. Vatterott, President

Approved by Counsel for Grantor:

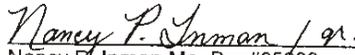

Nancy P. Inman Mo. Bar #35928

EXHIBIT "C"

67525

SLDC REDEVELOPMENT CORPORATION
1015 LOCUST STREET, SUITE 1200
ST. LOUIS, MISSOURI 63101

February 16, 2004

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All such documents referenced in this Letter of Understanding and Indemnity are legally binding.

SLDC Redevelopment Corporation

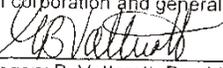
By: 
Georgiana B. Stuart, President

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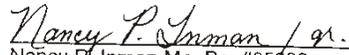
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ETZEL PLACE II, L.P.

By: AFFORDABLE CITY HOMES OF ST. LOUIS, INC.,
A Missouri corporation and general partner

By: 
Gregory B. Vatterott, President

Approved by Counsel for Grantor:


Nancy P. Inman Mo. Bar #35928

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Approved: June 11, 2007