ATI TITLE COMPANY
CITY CENTER SQUARE
1100 MAIN, SUITE 210
KANSAS CHY, MO 64105
(816) 474-1888

REDEVELOPMENT CONTRACT

EXHIBIT 4B LCRA 8/26/20

(Citizen Housing and Information Council)

THIS CONTRACT is made and entered into November 3, 1995, between the LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, a public body corporate and politic, duly organized and existing under and by virtue of the laws of the State of Missouri and the ordinances of the City of Kansas City, Missouri, having its office at 10 Petticoat Lane, Suite 250, Kansas City, Jackson County, Missouri, 64106 ("Authority"), and CITIZEN HOUSING AND INFORMATION COUNCIL, a Missouri not-for-profit corporation, located at 2534 Prospect, Kansas City, Missouri 64106 ("CHIC").

RECITALS

A. City of Kansas City, Missouri (the "City"), acting through its City Council ("City Council"), has determined that the real estate described in Exhibit A (the "Land") is located within the Brooklyn Avenue #87-#125 Project Areas (collectively, the "Area").

B. The Authority approved the Infill Housing Urban Renewal Plan for the Area ("Urban Renewal Plan") by Resolution 94-36 on August 24, 1994 and the City Council approved the Urban Renewal Plan as follows:

<u>Area</u>	Ordinance <u>Number</u>	Date <u>Passed</u>
87	950174	3/16/95
to	to	
96	950183	
97	950184	3/23/95
to	to	
1081	950195	
108	950227	3/23/95
109	950196	3/23/95
to	to	
117	950204	
118	950226	3/23/95
119	950205	3/23/95
to	to	
124	950220	
125	950211	3/23/95

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October 13, 1995

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- C. The Authority is authorized by the laws of the State of Missouri, Section 99.420(4), RSMo 1994, as amended, to enter into contracts with redevelopers of property containing covenants, restrictions and conditions regarding the use of such property for residential, commercial, industrial and recreational purposes or for public purposes in accordance with the Urban Renewal Plan and such other covenants, restrictions and conditions as the Authority may deem necessary to prevent a recurrence of blighted or insanitary areas.
- D. The Board of Commissioners of the Authority passed Resolution No. 95-49 on August 23, 1995, which approved CHIC as redeveloper of the Area and authorized and directed the appropriate officers of the Authority to enter into a redevelopment contract with CHIC.
- E. The Authority has simultaneously with the execution of this Contract entered into a contract to convey the Land to CHIC, a copy of which is attached as Exhibit B and incorporated herein by this reference ("Real Estate Contract"), and CHIC desires to contract with the Authority to carry out certain work as proposed in the Urban Renewal Plan and to reimburse Authority for certain incidentals and related costs.
- 1. <u>Legal Description</u>. The Area is legally described on <u>Exhibit C</u>.
- Redevelopment Plan. The term "Project" as used in this Contract shall be deemed to mean the demolition, construction, reconstruction, remodeling, rehabilitating, renovating, expanding, improving and equipping of buildings and other improvements now or hereafter located in the Area, including but not limited to the Land, from time to time (the "Project Improvements") in accordance with the Urban Renewal Plan, this Contract and the Redevelopment Proposal submitted by CHIC to and approved by the Authority for redevelopment of the Area, a copy of which is attached as Exhibit D and incorporated herein by this reference ("Redevelopment Proposal"). Plans and specifications for the Project Improvements shall conform to the Urban Renewal Plan and shall substantially conform to the Redevelopment Proposal. For the purpose of assuring such conformity, CHIC shall, not later than forty-five (45) days prior to the "Commencement Date" (defined below), submit to the Authority for approval a final redevelopment plan (the "Redevelopment Plan"), including plans and specifications for Project Improvements, conforming to the provisions of this Contract, the Urban Renewal Plan, such reasonable design review standards and criteria as established by the Authority, the Redevelopment Proposal, and all applicable federal, state and local laws and regulations. The limitation of time for such submission may be extended by written agreement between the parties. Within forty-five (45) days following submission of the Redevelopment Plan

by CHIC, the Authority shall give CHIC notice of rejection or approval of the Redevelopment Plan. Upon being notified of rejection and a statement of the reasons therefor, CHIC shall submit a revised Redevelopment Plan in conformity with the Redevelopment Proposal, this Contract, the Urban Renewal Plan, such reasonable design review standards and criteria as established by the Authority, and all applicable federal, state and local laws and regulations. The provision for acceptance or rejection shall also apply to such revised Redevelopment Plan. The Authority shall have apply to such revised Redevelopment Plan in accordance with the submit a revised Redevelopment Plan in accordance with the statement of rejection by the Authority within forty-five (45) days after being notified of such rejection.

3. Construction.

- (a) CHIC shall commence Excavation (defined below) on the Project Improvements no later than January 1, 1996 ("Commencement Date"). CHIC shall complete the Project within three (3) years after the Commencement Date. The limitation of time for such construction to commence and to be completed may be extended by written agreement between the parties. Once commenced, CHIC will construct the Project Improvements and complete the Project in accordance with the Redevelopment Plan and this Contract. The term "Excavation" shall mean the Plan and this contract on the footing and other materials substantial excavation and removal of soil and other materials to allow for the construction of the footing and foundation of the Project Improvements but shall not include any excavation related to the demolition of the existing improvements located in the Area.
- (b) CHIC agrees that it will enter into the necessary contracts with contractors for the Project and cause those contracts to provide that all work performed under such contracts shall be in accordance with the approved Redevelopment Plan, this Contract and the Urban Renewal Plan.
- (c) CHIC agrees for itself and for every successor in interest to all or any part of the Area and/or all or any part of the Project Improvements, that CHIC and any such successor shall promptly commence and diligently complete the Project within the period specified in clause (a) of this Section.

4. Maintenance.

(a) CHIC and its successor and assigns shall, at all times during the term of the Contract, maintain the Project Improvements in a good state of repair and attractive appearance.

- (b) CHIC and its successors and assigns shall landscape and maintain the 0.26 acres at the northwest corner of 22nd and Brooklyn, Kansas City, Missouri, in a park-like manner. An International Negro Baseball Monument will be built and maintained upon a portion of this area as a tribute to the Kansas City Monarchs and the Negro Baseball League.
- Certificate of Completion. Upon CHIC's request, after completion of the Project in accordance with the Redevelopment Plan, this Contract and the Urban Renewal Plan, the Authority will furnish CHIC with an appropriate instrument so certifying (the The Certification shall be a conclusive "Certification"). determination of the satisfaction and termination of the covenants in this Contract with respect to the obligations of CHIC and its successors and assigns to complete the Project within the dates for the commencement and completion thereof and in accordance with the criteria applicable thereto as herein set forth. The Certification shall be in recordable form. If the Authority refuses or fails to provide the Certification, the Authority shall, within thirty (30) days after written request by CHIC, provide CHIC with a written statement indicating in reasonable detail how CHIC has failed to complete the Project in conformity with the Redevelopment Plan, this Contract, and/or the Urban Renewal Plan, and the measures or acts necessary, in the opinion of the Authority, for CHIC to take or perform in order to obtain the Certification.
- 6. Restrictions on Use. CHIC covenants and agrees for itself, and its successors and assigns, and every successor in interest to all or any part of the Area and/or all or any part of the Project Improvements, that CHIC and such successors and assigns shall:
 - (a) devote all uses of the Area and Project Improvements in accordance with and subject to the provisions regarding use set forth in the Urban Renewal Plan; and
 - (b) not discriminate on the basis of race, color, religion, sex or natural origin in the sale, lease or rental or in the use or occupancy of all or any part of the Area and/or all or any part of the Project Improvements.
- 7. Covenants Binding Upon Successors in Interest: Duration. It is intended and agreed that the covenants provided in Section 6 shall be covenants running with the Area binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Authority, its successors and assigns, the City, any successor in interest to the Area or any part thereof and the owner of any other real estate, or of any interest in such real estate, in the Area that is subject to the real estate use requirements and restrictions of the Urban Renewal Plan, and the United States in the case of the covenant provided in Section 6

clause (b) against CHIC, its successors and assigns, and every successor in interest to the Area, or any part thereof or any interest therein, and any party in possession or occupancy of the Area or any part thereof.

The covenant in clause (a) of Section 6 shall remain in effect for the duration of the period of the Urban Renewal Plan, and any renewal period or periods thereof, at the end of which time it shall cease and terminate. The covenant provided in clause (b) of Section 6 shall remain in effect without limitation as to time.

- Delay in Performance. Notwithstanding any provisions of this Contract to the contrary, CHIC shall not be deemed to be in default of this Contract if delays or defaults are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions (excluding those set forth herein or in the Urban Renewal Plan) or priorities, embargoes, tornadoes, unusually severe weather, inability to obtain or secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts or failure to act of the Authority or the City, or any other causes beyond the control or without the fault of CHIC. The time for performance by CHIC hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, conditioned, however, upon CHIC's notice to the Authority of the existence of such delaying event within forty-five (45) days after commencement of such delaying event, which notice to the Authority shall include documentation or other information reasonably necessary to establish the existence of the delaying event and an estimate of the approximate period of the delay to be created thereby. CHIC's failure to provide such notice and documentation shall eliminate the waiver of default due to such delaying event created in this Section.
- 9. Remedies. Except as otherwise provided in this Contract, in the event of any default in or breach of this Contract by CHIC, CHIC shall, upon notice of such default from the Authority, proceed to cure or remedy such defect or breach, within forty-five (45) days after receipt of such notice (the "Cure Period"). If CHIC fails to take curative action, the curative action is not diligently pursued, or the default or breach shall not be cured or remedied within the Cure Period, the Authority shall have the right to take one or more of the following actions:
 - (a) institute such proceedings as may be necessary or desirable in the Authority's sole opinion to compensate the Authority for any damages resulting from all breaches by CHIC, including, but not limited to, proceeding for breach of contract and/or damages; or

(b) terminate this Contract and any rights of CHIC in the Deposit (defined below) by delivering written notice thereof to CHIC, and retain the Deposit (defined below), which shall then become the Authority's property.

Notwithstanding anything to the contrary set forth in this Contract, the Authority shall, in no way, be limited by the terms of this Contract in enforcing, implementing and/or otherwise causing performance of the Urban Renewal Plan or in exercising its right and authority to condemn the Area after CHIC's default and failure to cure during the Cure Period as provided in this Contract.

10. Notice. Any notice, approval, request or consent required by or asked to be given under this Contract shall be deemed to be given if it is in writing and mailed by United States registered or certified mail, postage prepaid, return receipt requested, or delivered by hand, and addressed as follows:

To Authority:

Executive Director Land Clearance for Redevelopment Authority of Kansas City, Missouri 10 Petticoat Lane, Suite 250 Kansas City, Missouri 64106

With a copy to:

Richard A. King, Esq. King Burke Hershey & Farchmin Suite 2100 2345 Grand Boulevard Kansas City, Missouri 64108

To CHIC:

Executive Director Citizen Housing and Information Council 2534 Prospect Kansas City, Missouri 64106

With	a	cop	Y	to:					
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Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days prior written notice thereof.

All notices shall be effective upon being deposited in the United States mail in the manner prescribed in this Section; however, the time period in which a response to any such notice must be given shall commence to run from the date of receipt by the addressee thereof as shown on the return receipt for the notice. The deadline for performance or cure given in any notice shall be deemed to be 5:00 p.m. on the date designated in such notice. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

11. Recording. This Contract or memoranda hereof may be recorded by the Authority, from time to time, in the office of the Director of Records of Jackson County, Missouri, at Kansas City. CHIC shall pay the costs of recording the Contract or memoranda upon demand therefor by the Authority.

12. Assignment of Redevelopment Plan and Contract.

- (a) This Contract shall be binding upon and shall inure to the benefit of CHIC and its successors and assigns, and any subsequent purchaser of the Area (provided, however, that this provision shall not be deemed to permit an assignment of this Contract except as specifically provided herein), and the term "CHIC" as used herein shall be deemed to include such successors and assigns. CHIC may not assign this Contract, in whole or in part, without the prior written consent of the Authority, given, if at all, in the Authority's sole discretion.
- (b) The Authority shall have the right to assign or otherwise transfer this Contract to the City, or to any successor entity created by the City to perform the same or similar functions as the Authority and upon such assignment or other transfer, this Contract shall be binding upon and shall inure to the benefit of the City or to any such successor entity.
- 13. Access to the Project and Inspection. The Authority and its duly appointed agents shall have the right, at all reasonable times, to enter upon the Area and Project Improvements and to examine and inspect the Area and Project Improvements. CHIC covenants to execute, acknowledge and deliver all such further documents and do all such other acts and things as may be reasonably necessary to grant to the Authority such right of entry. The Authority and its duly appointed agents shall also have the

right, at reasonable times and upon three (3) days prior written notice, to examine the books and records of CHIC which relate to the Project and/or to the obligations of CHIC under this Contract.

14. Equal Employment Opportunity. CHIC, for itself, and its successors and assigns, agrees that it will include the following provisions of this Section in every contract or purchase order which may be entered into between CHIC and any party (hereinafter in this Section called "Contractor") for or in connection with all or any part of the Project provided for in the Redevelopment Plan or this Contract unless such contract or purchase order is exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended (the "Executive Order"):

During the performance of this Contract, the Contractor agrees with the Authority as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or natural 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations and advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under Section 202 of the Executive Order, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of the Executive Order, and of the rules, regulations and relevant orders of the Secretary of Labor.

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- (e) The Contractor will furnish all information and reports required by the Executive Order, and by the rules, regulations and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Contractor's books, records and accounts by the Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts and/or federally assisted construction contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order, and/or by rule, regulation and/or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) of this Section in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract or purchase order as may be directed by the Authority, the Department of Housing and Urban Development or the Secretary of Labor as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purpose of including the foregoing provisions in any construction contract or purchase order, the terms "Authority", "Contractor", "CHIC", and "Contract" may be changed to reflect appropriately the name or designation of the parties to such contract or purchase order.

For the sole purpose of determining CHIC's compliance with the foregoing provision, the Authority and its duly appointed agents shall be permitted at reasonable times, after three (3) days prior notice to CHIC, to examine the books and records of CHIC.

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15. Good Faith Deposit and Funding Agreement.

- (a) CHIC has, prior to or simultaneously with the execution of this Contract by the Authority, delivered to the Authority (i) a good faith non-refundable deposit, in the form of a cashier's check satisfactory to the Authority, in the amount of Zero Dollars (\$0) ("Deposit"); (ii) a plan administration fee, in the form of cash or its equivalent, in the amount of Three Thousand and No/100 Dollars (\$3,000.00) and will pay, for each parcels of property within the Area other than the Land, to the Authority, upon demand, an amount equal to one percent (1%) of the initial offer price of such parcel made by the Authority plus four percent (4%) of the actual purchase price paid by the Authority for such parcel (collectively, the "Plan Fee"); and (iii) Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) payable in cash or its equivalent, as reimbursement to Authority for the fees and expenses which it has incurred or will incur in the preparation of this Contract, the review of the Redevelopment Proposal, and any other related matters, including but not limited to attorneys' fees (collectively the "Expenses"). Expenditures by the Authority in excess of this amount shall be reimbursed to the Authority pursuant to subsection (d) below.
- (b) The Plan Fee and Expenses are hereby deemed earned, due and payable as of the date hereof. The Deposit shall serve as security for the performance of the obligations of CHIC under this Contract. The Deposit shall be returned to CHIC on issuance of the Certification pursuant to Section 5 of this Contract or retained by the Authority in accordance with Section 9 of this Contract.
- (c) CHIC's obligations under this Contract are not contingent upon the closing of any of the contemplated transactions.
- (d) CHIC shall, within ten (10) days after demand, pay to or reimburse the Authority for any and all expenditures make by or on behalf of the Authority, including but not limited to attorneys' fees, and all out-of-pocket expenses and costs incurred by the Authority in connection with this Contract and/or the administration of the Urban Renewal Plan in connection with the Project and this Contract.
- (e) The Authority shall utilize its own accounting and fiscal systems to account for receipts and disbursements of the Deposit, Plan Fee and any other amounts received under this Contract.

- 16. Amendment. This Contract may not be amended, changed or revoked except by written agreement signed by the party against whom enforcement of such amendment, change or revocation is sought.
- 17. <u>Conflict of Interest</u>. No commissioner, officer or employee of the Authority shall have any personal interest, direct or indirect, in the Project or this Contract, nor shall any such commissioner, officer or employee participate in any decision relating to the Project or this Contract which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested.
- 18. Headings. The headings and captions of this Contract are for convenience and reference only, and in no way define, limit or described the scope or intent of this Contract or any provision thereof.
- 19. Interpretation of Contract. In the event of any conflict between the terms of the Redevelopment Plan and this Contract, the terms of this Contract shall prevail.
- 20. Partial Invalidity. If any part of this Contract is declared invalid or unenforceable by a court of competence jurisdiction, the remainder of this Contract shall not be affected thereby and shall remain in full force and effect.
- 21. Governing Law. This Contract shall be governed by and construed in accordance with the laws of Missouri without regard to its conflict of law statutes.

' IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first above written.

"AUTHORITY"

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI

By: What Duffy, Chairman

Mark Bunnell, Secretary

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STATE OF MISSOURI

ss.

COUNTY OF JACKSON

On this day of day of low, 1995, before me, a notary public within and for said county and state, appeared Michael Duffy, to me personally known, who being by me duly sworn, did say that he is the Chairman of the Land Clearance for Redevelopment Authority of Kansas City, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the Authority, and that said instrument was signed and sealed in behalf of the Authority by authority of its Board of Commissioners and he acknowledged said instrument to be the free act and deed of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Jackson County, Missouri, the day and year last above written.

Notary Public Brudley

Print Name

Commission Expires:

SARAH L BRADLEY
NOTARY PUBLIC STATE OF MISSOURI
PLATTE COUNTY
MY COMMISSION EXP. APR. 28,1996

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My Commission Expires:				
10-1-98				

EXHIBIT A

Legal Description of the Land

Tract 1:

The West 45 feet of the East 90 feet of Lots 18 and 19, ANSLEY'S RESURVEY OF BLOCK 3 OF BROOKLYN HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 2:

The East 45 feet of Lots 18 and 19, ANSLEY'S RESURVEY OF BLOCK 3 OF BROOKLYN HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 3:

The East 90 feet of Lot 20 and the East 90 feet of the South 15 feet of Lot 21, ANSLEY'S RESURVEY OF BLOCK 3 OF BROOKLYN HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 4:

The North 15 feet of Lot 13 and the South 15 feet of Lot 12, ANSLEY'S RESURVEY OF BLOCK 3 OF BROOKLYN HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 5:

Lot 17, ANSLEY'S RESURVEY OF BLOCK 3 OF BROOKLYN HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, except that part in street.

Tract 6:

Lot 7, DEMAREST PLACE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 7:

Lot 4, DEMAREST PLACE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 8:

Lot 9, DEMAREST PLACE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 9:

The North 35 feet of Lot 2, except that part in street, Block 1, McLEVY & WALLEY'S RESURVEY OF BLOCKS 1 & 2 of BROOKLYN HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 10:

The South 3 feet of the East 125.66 feet of Lot 2 and the East 125.66 feet of Lot 3, Block 1, McLEVY & WALLEY'S RESURVEY OF BLOCKS 1 & 2 OF BROOKLYN HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 11:

All of the South 7 feet of Lot 5 and all of Lot 6, Block 2, McLEVY & WALLEY'S RESURVEY OF BLOCKS 1 & 2 OF BROOKLYN HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 12:

All of Lot 7 and the North 7 feet of Lot 8, Block 2, McLEVY & WALLEY'S RESURVEY OF BLOCKS 1 & 2 OF BROOKLYN HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 13:

The South 18 feet of Lot 8 and the North 14 feet of Lot 9, Block 2, McLEVY & WALLEY'S RESURVEY OF BLOCKS 1 & 2 OF BROOKLYN HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 14:

All of Lot 26 and the North 7 feet of Lot 25, Block 2, McLEVY & WALLEY'S RESURVEY OF BLOCKS 1 & 2 OF BROOKLYN HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, except that part in street.

Tract 15:

The West 124.5 feet of Lot 27 and the South 6 feet of the West 124.5 feet of Lot 28, Block 2, McLEVY & WALLEY'S RESURVEY OF BLOCKS 1 & 2 OF BROOKLYN HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 16:

The North 19 feet of the West 124.5 feet of Lot 28 and the South 11 feet of the West 124.5 feet of Lot 29, Block 2, McLEVY & WALLEY'S RESURVEY OF BLOCKS 1 & 2 OF BROOKLYN HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 17:

The North 14 feet of Lot 29 and the South 18 feet of Lot 30, Block 2, McLEY'S RESURVEY OF BLOCK 1 & 2 OF BROOKLYN HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 18:

The North 7 feet of the West 124.5 feet of Lot 30 and the South 21.5 feet of the West 124.5 feet of Lot 31, Block 2, McLEVY & WALLEY'S RESURVEY OF BLOCKS 1 & 2 OF BROOKLYN HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 19:

The West 70 feet of Lot 13 and the West 70 feet of Lot 12, Block 4, DALCOULIA, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, except that pat in street.

Tract 20:

Lot 10 and the North 15 feet of Lot 9, Block 3, FLOURNOY'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 21:

Lots 11 and 12, Block 3, FLOURNOY'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 22:

Lot 13 and the South 12.5 feet of Lot 14, Block 3, FLOURNOY'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

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Tract 23:

Lot 16 and the South 22 1/2 feet of Lot 17, Block 5, PROSPECT SUMMIT, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 24:

The South 1/2 of Lot 19, all of Lot 18 and the North 1/2 of Lot 17, Block 5, PROSPECT SUMMIT, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 25:

The North 1/2 of Lot 22 and all of Lot 23, except that part in Brooklyn Avenue, Block 2, BELVIDERE PLACE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 26:

Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 22, except that part thereof in Brooklyn Avenue, Block 1, McLevy & Walley's Resurvey of Blocks 1 and 2 of Brooklyn Heights, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 27:

Lots 1, 2 and 3, Demarest Place, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

EXHIBIT B

CONTRACT TO SELL REAL ESTATE

(Citizen Housing and Information Council)

RECITALS

The following recitals are a material part of this Contract:

- A. Seller is a public body corporate and politic, created by the Land Clearance for Redevelopment Authority Law, Section 99.300, et seq., RSMo 1994, as amended (the "Law"), and is transacting business and exercising the powers granted by the Law by virtue of Ordinance No. 16120-Substitute, duly passed by the City Council of Kansas City, Missouri ("City Council"), dated November 21, 1952.
- B. The Land (as defined in Article I) is within the Brooklyn Avenue #87-#125 Project Areas (collectively, the "Area").
- C. Seller approved the Infill Housing Urban Renewal Plan for the Area ("Urban Renewal Plan") by Resolution 94-36 on August 24, 1994 and the City Council approved the Urban Renewal Plan as follows:

Area	Ordinance <u>Number</u>	Date <u>Passed</u>
87 to 96	950174 to 950183	3/16/95
97 to 108I	950184 to 950195	3/23/95
108	950227	3/23/95
109 to 117	950196 to 950204	3/23/95
118	950226	3/23/95

(cont.)	Area	Ordinance <u>Number</u>	Date <u>Passed</u>
	119 to 124	950205 to 950220	3/23/95
	125	950211	3/23/95

- The Board of Commissioners of Seller ("Board") passed Resolution No. 95-49 on August 23, 1995, which approved Buyer as redeveloper of the Land.
- Seller and Buyer have entered into a redevelopment contract which is incorporated by reference in this Contract ("Redevelopment Contract").
- This Contract shall be effective as of the date it is signed by the last party to sign it ("Effective Date").

I.

SALE OF THE PROPERTY

Subject to the terms and provisions of this Contract, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the land ("Land") which is located in Kansas City, Jackson County, Missouri, and legally described on the attached Exhibit A. The purchase and sale of the Land is subject to (i) all easements, restrictions, covenants and reservations now of record affecting the Land; (ii) the Redevelopment Contract; (iii) the Plan; (iv) such facts as an accurate survey and environmental assessment and other investigations would disclose; (v) all zoning laws, subdivision regulations, and all other laws, rules and regulations affecting the Land; (vi) the lien of any unpaid taxes and assessments of any type; and (vii) the Title Insurer's (defined below) standard printed exceptions (collectively, the "Permitted Exceptions").

II.

THE PURCHASE PRICE

- 1. <u>Price</u>. The purchase price for the Land shall be One and 00/100 Dollars (\$1.00) (the "Purchase Price"), payable as set forth in Section 2 of this Article.
- 2. <u>Payment</u>. On the Closing Date (defined below), Buyer shall pay to Seller the Purchase Price. Additionally, at Closing (defined below), Buyer shall pay all closing costs, including but not limited to the cost of the title insurance policy, recording fees, closing fees and Seller's attorneys' fees.

III.

TITLE COMMITMENT/POLICY CONDITION/INDEMNIFICATION WARRANTIES

- 1. <u>Commitment and Policy</u>. Buyer acknowledges receipt of a title insurance commitment ("Commitment") from ATI Title Company, having an office at 1100 Main, Suite 210, Kansas City, Missouri, issued on behalf of Ticor Title Insurance Company ("Title Insurer") which includes the Permitted Exceptions. Buyer shall pay on or before the Closing, the cost of the Commitment and, if Buyer desires to obtain an owner's title insurance policy ("Policy"), Buyer shall pay the premium for the Policy.
- Property's Condition. Seller makes no covenant, representation or warranty as to the suitability of the Land for any purpose whatsoever or as to the physical condition of the Land. Buyer acknowledges having inspected the Land, having observed its physical characteristics and existing conditions, and having had the opportunity to conduct such investigation and study on and of the Land as it deems necessary. Buyer further acknowledges and agrees that the Land is to be sold and conveyed to, and purchased and accepted by Buyer, in its present condition, "AS IS", and Buyer expressly assumes the risk that adverse physical characteristics and existing conditions may not have been revealed by its investigation. Buyer and Seller acknowledge that the Land has been, is and will remain until Closing, uninhabited and largely unsupervised, and therefor potentially subject to unauthorized use and/or damage by others.

3. <u>Indemnity</u>.

- (a) To Seller. Buyer shall defend, indemnify and hold harmless Seller, and its successors, assigns and agents, for an unlimited period against all damages (including consequential damages), claims, liabilities, losses and including, without limit, attorneys' expenses, professional fees and litigation costs, incurred in connection with or arising out of (i) any material misrepresentation or breach of warranty, covenant, or undertaking by Buyer under this Contract; (ii) any contaminants, pollutants or hazardous wastes or substances now, previously or later located on, under, within or emanating from all or any part of the Land wherever and whenever disposed; (iii) the past, current and future use of all or any part of the Land by Buyer or its agents; and (iv) conditions on, or under all or any part of the Land now or later existing.
- (b) <u>To Buyer</u>. Seller shall defend, indemnify and hold harmless Buyer, and its successors, assigns and agents, for an unlimited period against all damages (including consequential damage), claims, liabilities, losses and expenses, including,

without limit, attorneys' and professional fees and litigation costs, incurred in connection with or arising out of any material misrepresentation or breach of warranty or covenant, or undertaking by Seller during the time Seller owned or had possession of the Land, specifically excluding any environmental contaminants, pollutants or hazardous wastes or substances now, previously or later located on, within or emanating from all or any part of the Land wherever and whenever disposed.

- 4. <u>Buyer's Warranties</u>. Buyer represents, warrants and covenants to Seller, that:
 - (a) Buyer is a Missouri not-for-profit corporation;
 - (b) Buyer has the requisite power and authority to enter into this Contract;
 - (c) there is no default under the Redevelopment Contract;
 - (d) there is no action, threatened or pending, against Buyer which would prevent or impair Seller's or Buyer's performance hereunder or would prevent or impair Buyer's performance under the Redevelopment Contract;
 - (e) Buyer shall use the Land only as permitted and/or required by the Plan; and
 - (f) Buyer shall redevelop the Land in accord with this Contract and the Redevelopment Contract.

IV.

CLOSING PROCEDURE

- 1. Closing Date. The closing of the sale of the Land ("Closing") shall occur on or before October 31, 1995 or such other date to which the parties mutually agree ("Closing Date"), at the office of the Title Company or another place agreed upon by Seller and Buyer.
- 2. <u>Delivery of Documents</u>. At Closing, Seller shall execute and deliver to the Title Company, Seller's special warranty deed (the "Special Warranty Deed") to the Land, in substantially the form attached as <u>Exhibit B</u>, and a Seller's closing statement. At Closing, Buyer shall execute and deliver a Buyer's closing statement and shall deliver the Purchase Price. The parties agree that, at Closing, this Contract and the Special Warranty Deed shall be recorded in the Office of the Director of Records for Jackson County, Missouri in Kansas City.

- 3. <u>Utilities</u>. Buyer shall take all action necessary to transfer the utility service, if any, from Seller to Buyer on the Closing Date.
- 4. <u>Closing Costs</u>. All closing costs shall be borne by Buyer, including but not limited to the cost of the Policy and costs to record this Contract and the Special Warranty Deed.
- 5. <u>Possession</u>. Possession of the Land shall be delivered to Buyer on the recording of this Contract and the Special Warranty Deed.

<u>v.</u>

BROKERAGE

Each party warrants and represents that it has not dealt with any agent or broker in connection with the transactions contemplated by this Contract, and each party agrees to indemnify and hold harmless the other from and against all liability and expense incurred by the other as a result of a breach of this representation.

VI.

USES/RESTRICTIONS/CONTROLS

- 1. The Plan/Uses of Land. Buyer, for itself and its successors and assigns, covenants as follows, and agrees that such covenants are and shall be "covenants running with the land":
 - (a) The Land shall be devoted to, and only to, the uses permitted or required by the Plan.
 - (b) Buyer will not discriminate upon the basis of race, color, religion, sex, or national origin in the sale, lease or rental or in the use or occupancy of all or any part of the Land or any improvements erected or to be erected on all or any part of the Land.
 - (c) Buyer shall include in all advertising for the sale or rental of all or any part of the Land, a statement (i) that the Land is open to all persons without discrimination on the basis of race, color, religion, sex or national origin, and (ii) that, to the extent that it is open to the public, there shall be no discrimination in public access or use of the Land.
- 2. <u>Duration of Restrictions</u>. The covenants and agreements in Subsection 1 (a) of this Article VI shall remain in effect for the duration of the period of the Plan and any renewal period or periods of the Plan at the end of which time they shall cease; it

is expressly understood and agreed that the covenants and agreements set forth in Subsection 1 (b) and (c) shall remain in effect without limitation as to time; the covenants and agreements set forth in this Article VI shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, Seller, its successors and assigns, the City of Kansas City, Missouri, any successors in interest to all or any part of the Land, the owner of any other land (or of any interest in such land) in the area which is subject to the land use requirements and restrictions of the Plan, and the United States (in the case of the covenants provided in Subsections 1 (b) and (c)), against Buyer, its successors and assigns and every successor in interest to all or any part of the Land or any interest in it and any party in possession or occupancy of all or any part of the Land. Such agreements and covenants shall be binding on Buyer itself, each successor in interest to all and every part of the Land, and each party in possession or occupancy of all or any part of the Land. The term "uses required or permitted by the Plan,"
"uses specified in the Plan" and "land use" referring to provisions
of the Plan, or similar language used in this Contract shall include the land and all buildings, housing and other requirements or restrictions of the Plan pertaining to such land described in the Plan.

In amplification, and not in restriction of, the provisions of this Article VI, it is intended and agreed that Seller and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 1 of this Article VI, and the United States shall also be deemed a beneficiary of the covenants provided in Subsections 1 (b) and (c) of this Article VI, both in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall be in force and effect, without regard to whether Seller or the United States has at any time been, remains, or is an owner of any Land, and, or interest in it, to or in favor of which such agreements and covenants relate. Seller shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right, in the event of any breach of the covenant provided in subsections 1 (b) and (c) of this Article VI, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings which it or any other beneficiaries of such agreement or covenant may be entitled.

3. Equal Employment Opportunity. Buyer, for itself, and its successors and assigns, agrees that it will include the following provisions of this Section in every contract and purchase order ("Third Party Contract") which may be entered into between Buyer and any party ("Contractor") for or in connection with the construction of any improvements on the Land, unless the Third

Party Contract is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, as amended ("Executive Order").

During the performance of this Contract, such Contractor shall be required to agree, and by entry into such a Contract shall be deemed to have agreed, that:

- (a) No Contractor will discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Each Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such affirmative 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 of training, including apprenticeship. Each Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (b) Each Contractor will, in all solicitations and advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) Each Contractor will send to each labor union or representative of workers with which that Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative, as the case may be, of that Contractor's commitments under Section 202 of the Executive Order and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) Each Contractor will comply with all provisions of the Executive Order and of the rules, regulations and relevant orders of the Secretary of Labor.
- (e) Each Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor pursuant thereto, and will permit access to the Contractor's books, records and accounts by the Authority and the Secretary of Labor, and their respective agents, for purposes of investigation to ascertain compliance with this Contract, the Executive Order, and such rules, regulations and orders.

- (f) In the event of a Contractor's noncompliance with the nondiscrimination clauses of this Contract, the Executive Order or with any of the rules, regulation or orders of the Secretary of Labor, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (g) Each Contractor will include the provisions of subparagraphs (a) through (g) of this Section 3 in every subcontract and purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order, so that such provisions will be binding upon each subcontractor or vendor. Each Contractor will take such action with respect to any construction contract, subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purpose of including the foregoing provisions in any construction contract, subcontract or purchase order, the terms "Seller", "Contractor" and "Buyer" may be changed to reflect appropriately the name or designation of the parties to such contract, subcontract or purchase order.

VII.

REMEDIES

- 1. <u>Default by Buyer</u>. If Seller performs this Contract on its part but Buyer fails to perform this Contract on its part, Seller, after thirty (30) days following the mailing of written notice of such failure to Buyer and Buyer's further failure to cure the same within said thirty (30) days or if the failure be not susceptible to cure, then immediately, shall have, in addition to other remedies specifically provided elsewhere in this Contract, the right to any and all remedies available in law or in equity, including, but not limited to, damages, specific performance and/or injunctive relief.
- 2. <u>Default by Seller</u>. If Seller is unable to deliver title to Buyer in accordance with this Contract, then Buyer may elect to cancel this Contract, by written notice to Seller within two (2)

days prior to the Closing Date, whereupon this Contract shall be null and void, and neither party shall have any further obligations. If Buyer performs this Contract on its part but Seller fails to perform this Contract on its part, after thirty (30) days following the mailing of written notice of such failure by Buyer to Seller and Seller's further failure to cure the same within said thirty (30) days, Buyer's sole and exclusive remedy shall be to declare this Contract terminated, and thereafter neither party shall have further obligations under this Contract.

VIII.

NONMERGER CLAUSE

All of the terms, covenants, representations, warranties, restrictions and controls of this Contract, which by their terms involve a performance of any act or obligation after delivery of the Special Warranty Deed to Buyer, shall survive Closing and delivery of the Special Warranty Deed to Buyer; it being intended that no provision of this Contract shall be deemed to be merged into any subsequent deed or conveyance of the Land from Seller to Buyer, and such subsequent deed shall not be deemed to affect or impair the rights or obligations under this Contract.

IX.

NON-INTEREST PROVISION

No commissioner, official or employee of Seller shall have any personal interest, direct or indirect, in this Contract, nor shall any such commissioner, official or employee participate in any decision relating to this Contract which affects his personal interests or the interest of any corporation, partnership, association or other entity in which he is, directly or indirectly, interested. No commissioner, official or employee of Seller shall be personally liable to Buyer in the event of any default or breach by Seller or for any amount which may become due to Buyer or on any obligations under the terms of this Contract.

<u>x.</u>

MISCELLANEOUS

1. Waiver. No delay or omission by either of the parties in exercising any right or power accruing upon the failure of performance by the other party under this Contract shall be construed to be a waiver. No waiver shall be in effect unless in writing signed by the party making such waiver. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other party shall not be construed to be a waiver of any subsequent breach or any other covenant, condition or agreement contained in this Contract.

- 2. <u>Modification/Invalidity</u>. No alteration, change or modification to this Contract will be effective unless made by written instrument executed by the party against whom enforcement of such alteration, change or modification is sought. If any provision of this Contract, or its application to any party or circumstance shall, to any extent, be held void, invalid or unenforceable, such void, invalid or unenforceable provision shall not affect any other provision, and this Contract shall be construed as if such void, invalid or unenforceable provision had not been a part of this Contract.
- 3. <u>Governing Law/Venue</u>. This Contract shall be governed by the laws of Missouri without regard to conflict of law statutes. Venue for any cause of action arising out of or in connection with this Contract shall be in Kansas City, Jackson County, Missouri.
- 4. <u>Gender/Headings</u>. Words of any gender used in this Contract shall be held and construed to include any other gender, and any words in a singular number shall be held to include the plural and visa versa, unless the context requires otherwise. The headings used for articles and/or sections are solely for reference and shall not be considered in construing the terms of this Contract.
- 5. <u>Binding Effect/Assignment</u>. This Contract shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns. Notwithstanding the foregoing, neither this Contract nor the rights, obligations or interests herein created may be assigned or conveyed by either Buyer or Seller without the prior written consent of the other party.
- 6. <u>Counterparts</u>. This Contract may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute but one agreement.
- 7. Notice. Every notice, demand, consent or other document or instrument required or permitted to be served upon either of the parties to this Contract shall be in writing and either personally served or mailed by Certified or Registered United States Mail, postage prepaid, Return Receipt Requested, properly addressed, as set forth on the first page hereof and, if to Seller, with a copy to:

Richard A. King, Esq. King Burke Hershey & Farchmin, A Professional Corporation 2345 Grand Boulevard, Suite 2100 Kansas City, Missouri 64108

The place for serving of notices may be changed by giving not less than ten (10) days prior written notice as set forth herein. Any such notice shall be effective when personally served or two

business days after being deposited in the United States Mail. Rejection or refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

- 8. <u>Business Day</u>. Should a date for the payment of money, or for the giving of notice, or the date for Closing fall on a Saturday, Sunday or legal holiday, the parties agree that the date for such payment, notice or Closing shall automatically be extended to the next succeeding business day upon which the offices of the Title Company, the Jackson County Director of Records or national banks, as the case may be, are open for business.
 - 9. TIME IS OF THE ESSENCE OF THIS CONTRACT.

IN WITNESS WHEREOF, this Contract has been executed on the date indicated and becomes effective as of the Effective Date.

DATED: 100.3 /99 LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI

By: Mark Bunnell, Secretary

STATE of MISSOURI

On this 3 day of Menter 1995, before me, a notary public within and for said county and state, appeared Michael Duffy to me personally known who hains by me dult means the said county and state, appeared Michael Duffy to me personally known who hains by me dult means the said county and state, appeared Michael Duffy to me personally known who hains by me dult means the said county and state, appeared Michael Duffy to me personally known who hains by me dult means the said county and state, appeared Michael Duffy to me personally known who hains by me dult means the said county and state.

on this day of public within and for said county and state, appeared Michael Duffy, to me personally known, who being by me duly sworn, did say that he is the Chairman of the Land Clearance for Redevelopment Authority of Kansas City, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the Authority, and that said instrument was signed and sealed in behalf of the Authority by authority of its Board of Commissioners and he acknowledged said instrument to be the free act and deed of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Jackson County, Missouri, the day and year last above written.

My Commission Expires:

5 6

Notary Public

Print Name

CNOTARY PUBLIC STATE OF MISSOURI
PLATTE COUNTY

MY COMMISSION EXP. APR 28 1996

"",1:\kbh\\cra\\brooklyn\realest.con\0ctober 13, 1995

11

	"BUYER"
DATED: 10/17195	CITIZEN HOUSING AND INFORMATION COUNCIL
[SEAL]	By: 5 10/17/99 Name: Lean Bright Title: President
ATTEST:	
By: Name: M. Co. Title: D. Co. D. Co.	
STATE OF MISSOURI)) ss. COUNTY OF JACKSON)	
person who executed the foresworn by me, did depose COUNCIL, a Missouri not-fore instrument was signed and seauthority of its Board of acknowledged the execution	for said county and state, appeared known to me to be the egoing instrument, and who, being duly and say that he is Resident or-profit corporation, and that said ealed in behalf of said corporation, by of Directors, and such person duly of the same to be the act and deed of
IN WITNESS WHEREOF, I he notarial seal the day and y	have hereunto set my hand and affixed my year last above written.
	Notary Public
•	Print Name
My Commission Expires:	
10-1-98	

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Project Area Number	Owner	Legal Description
#87	The Urban Pioneers P.O. Box 32301 Kansas City, MO 64111	2001 Brooklyn McLevy & Walleys Resurvey of Blocks 1 & 2 Brooklyn Heights North 35 feet of Lot 2 Block 1 Except West5 feet in Street
		McLevy & Walleys Resurvey of Blocks 1 & 2 Brooklyn Heights South 3 feet of East 125.66 feet of Lot 2 & East 125.66 feet of Lot 3 Block 1

Project Area Number	Owner	Legal Description	
#88-A	The Urban Pioneers P.O. Box 32301 Kansas City, MO 64111	2025-27 Brooklyn Demarest Place Lot 9	. •
#88-B	Kathryn C. McCarthy	2200 E. 21st Street Demarest Place Lot 8	
#88-C	The Urban Pioneers	2204 E. 21st Street Demarest Place Lot 7	
#88-D	Raymond G. & Dorthy D. Hodges 2526 Topping KCMO 64129	2206 E. 21st Street Demarest Place Lot 6	
#88-E	Fermando & Bertha R. Farr 2208 E. 21st Str. KCMO 64127	2208 E. 21st Str. Demarest Place Lot 5	
#88 - F	The Urban Pioneers	2210 E.21st Str. Demarest Place Lot 4	
٠.			
#88 - G	KCMO Community Dev. & Housing	2212 E. 21st Str. Demarest Place All Lots 1 through 3	

Project Area Owner Legal Description

Wimber

#89 KCMO Community 2010 Park

Day & Housing Molecular Resources

KCMO Community
Dev. & Housing

2010 Park
McLevy & Walleys Resurvey
of Blocks 1 & 2 Brooklyn
Heights All Lots 13 thru
19 Block 1

Project Area Owner
Number

CS Ehinger
Trustee
4802 E. 12th Str.
KCMO 62127

Legal Description

2103 Brooklyn
Brooklyn Heights Part Lot 1
Block 6 North 84 feet of
East 129.65 feet of West
134.65 feet of South 60
feet of East 130.89 feet of
West 135.89 feet

Project Area Number	Owner	Legal Description
#91	C.S. Ehinger	Brooklyn Heights South 45 feet of East 130 feet Lot 1 Also East 15 feet front on West line Park Avenue Lying south of & adjacent East 130 feet Lot 1 Block 6

Project Area Number	Owner	Legal Description
#92-A	Percy J. Penn	2123 Brooklyn East 132' Lot 4 Block 6, Brooklyn Heights
#92-B	Percy J. Penn	Brooklyn Heights East 132.2 feet of North 45 feet Lot 5 Block 6
#92-C	Delora Tillmon Bewly 2711 Garfield KCMO 64109	Brooklyn Heights West 87.2 feet of East 132.3 feet of South 3 feet Lot 5 West 87.2 feet of East 133 feet Lot 6 Block 6

Project Area Owner Number Legal Description

#93-A	KCMO Community Dev. & Housing	2200 Brooklyn Flournoys Heights North 50 feet of West 150 feet of East 155 feet Lot 3, Agnes Gregory Heights North 20.25 feet Lot 1 Continuing 9858.11 sq. ft.
#93-B	Robert L. Hill 3214 Michigan KCMO 64109	2204 Brooklyn South 40 feet of North 90 feet of West 150 feet of East 155 feet of Lot 3, Flournoys Heights
#93-C	Beatrice J. Lamport P.O. Box 6138 KCMO 64110	2208 Brooklyn South 40 feet of North 130 feet of West 150 feet of East 155 feet of Lot 3, Flourneys Heights
#93-D	James Washington 2210 Brooklyn KCMO 64127	2210 Brooklyn South 36 feet of North 166 feet of West 150 feet of East 155 feet of Lot 3, Flournoys Heights

Project Area Number	Owner	Legal Description
#94-A	Floyd & Rachel Looney 2304 Brooklyn KCMO 64127	2308 Brooklyn Flourneys Heights 75 feet front on West Line Brooklyn Avenue Between Points 75 and 150 feet South of South Line 23rd Street & running West 150 feet Parts of Lot 4
#94-B	G L Blankinship 2105 East 23rd St. KCMO 64127	2314 Brooklyn Flournoys Heights North 34 feet of South 69 feet of West 150 feet of East 155 feet of Lot 4
#94-C	G L & Opal Blankinship 2105 East 23rd ST. KCMO 64127	2316 Brooklyn Flournoys Heights South 35 feet of West 150 feet of East 155 feet of Lot 4
#94-D	Land Trust	2322 Brooklyn Lot 1 Mortland Place
#94-E	John & Pearline Matthews 2324 Brooklyn KCMO 64127	2324 Brooklyn Lot 2 Mortland Place
#94 -F	Med A. & HB Dorescy Dorsey Estate Leora Montgomery 3435 Benton Blvd KCMO 64128	2326 Brooklyn Lot 3 Mortland Place
#94-G	Land Trust	2328 Brooklyn Mortland Place East 145 feet Lot 4

Project Area Number	Owner	Legal Description
#95	Charlie Sims 2000 Benton Blvd KCMO 64127	2401-15 Brooklyn East 126,3 feet Lots 8 through 14 Block 3 Capitol Hill

Project Area Number	Owner	Legal Description
#96-A		2404 Park Lots 1 through 3 and North 12.5 feet Lot 4 Block 3
#96-B	Patrice M Parson 2410 Park KCMO 64127	2406 Brooklyn South 12.5 feet Lot 4 and all Lot 5 Block 3

Project Area Number	Owner	Legal Description
#97-A	Land Trust	2428 Brooklyn Dalcoulin Addition West 94.5 feet of East 99.5 feet Lots 3 &4 Block 2
#97 - B	Wesley McDade 7140 Prospect KCMO 64132	2112 24th Street Terrace West 42.5 feet of Lots 3 and 4 Block 2 Also East 1/2 of Vacant Alley West of and Adjacent, Dalcoulin Addition

Project Area Number

Owner

Legal Description

#98

The Urban Pioneers

2437 Brooklyn
Dalcoulin Addition East 65 feet of West 70
feet of Lot 12, East 65 feet of West 70 feet of
Lot 13 Block 4

Project Area Number	Owner	Legal Description
#99-A	James Florella 11636 Locust KCMO 64131	2501 Brooklyn Belvidere Place North 12.5 feet of East 125 feet Lot 27 & East 125 feet Lot 28 Block 2
#99-B	Land Trust	2505 Brooklyn East 125 feet of Lot 26 & South 12.5 feet of East 125 feet Lot 27 Block 2
#99-C	Land Trust	2507 Brooklyn Belvidere Place East 125 feet Lot 25 Block 2
#99-D	William Baker	2509 Brooklyn East 125 feet Lot 24 Block 2 Belvidere Place
#99-E	The Urban Pioneers	2511 Brooklyn Belvidere Place North 12.5 feet of East 125 feet Lot 22 & East 125 feet of Lot 23 Block 2
#99-F	Robert & Charlene Thompson 2112 E. 38th Ter KCMO 64109	2515 Brooklyn East 125 feet Lot 21 South 12.5 feet of East 125 feet Lot 22 Block 2 Belvidere Place
#100	Virgle Roosevelt White	2521 Brooklyn Belvidere Place East 125 feet of Lots 15 through 17 Block 2

Project Area Number	Owner	Legal Description
#102-A	Mamie E Chiney Et Al 3913 E. 18th Court KCMO 64128	2628-30 Brooklyn West 125 feet Lot 8 Block 1 White Bros. Addition
#102-B	Land Trust	2636 Brooklyn White Bros. Addition West 125 feet of Lot 9 Block 1
#102-C	Land Trust	2638 Brooklyn North 40 feet of West 125 feet Lot 10 block. 1 White Bros. Addition
#101	Evans B Coopers 5515 Prospect KCMO 64130	2600-06 Brooklyn West 125 feet LOTS 1 & 2 North 31 feet of West 125 feet Lot 3 Block 1 White Bros Addition

Project Area Number	Owner	Legal Description
#103-A	Urban Pioneer	2418-20 E. 21st St./Vacant Lot Ansleys Resurvey of Block 3 Brooklyn Heights W 45 ft of E 90 ft Lots 18 & 19
#103-B	Urban Pioneer	2422 E 21st St/Vacant Lot Ansleys Resurvey Block 3 Brooklyn Heights E 45 ft Lots 18 & 19
#103-C	Urban Pioneer	/Ansleys Resurvey of Block, 3 Brooklyn Heights E 90 ft Lot 20 & E 90 ft of S 15 ft Lot 21

Project Area Number

Owner

Legal Description

#104

Urban Pioneer

2021 Olive/Vacant Lot Ansleys Resurvey of block 3 Brookllyn Heights S 15 ft Lot 12 & N 15 ft Lot 13 Exc Prt in Olive St

Project Area Owner Legal Description

#105 Urban Pioneer 2029 Olive/Vac Lot Ansleys Resurvey Blk 3
Brooklyn Heights Lot 17 Exc Prt in Olive St

Project Area Number	Owner	Legal Description
#106-A	Urban Pioneer	2009 Park/Vac Lot McLevy & Walleys Resurvey of Blocks 1 & 2 Brooklyn Heights S 7 ft Lot 5 & all Lot 6 Blk 2
#106-B	Urban Pioneer	2011 Park/Vac Lot McLevy & Walleys Resurvey of Blocks 1 & 2 Brooklyn Heights All Lot 7 & N 7 ft Lot 8 Blk 2
#106-C	Urban Pioneer	/McLevy & Walleys Resurvey of Blocks 1 & 2 Brooklyn Heights S 18 ft Lot 8 & N 14 ft of Lot 9 Blk 2

Project Area Number	Owner	Legal Description
#107-A	Urban Pioneer	/McLevy & Walleys Resurvey of Blocks 1 & 2 Brooklyn Heights N 7 ft of W 124.5 Lot 30 & S 21.5 ft of W 124.5 ft Lot 31 Blk 2
#107-B	Urban Pioneer	/McLevy & Walleys Resurvey of Blocks 1 & 2 Brooklyn Heights N 14 ft of W 124.5 ft Lo 29 & S 18 ft of W 124.5 ft Lot 30 Blk 2
#107-C	Urban Pioneer	2010 Olive/Vacan Lot McLevy & Walleys Resurvey of Blocks 1 & 2 Brooklyn Heights N 19 ft of W 124.5 ft of Lot 28 & S 11 ft of W 124.5 ft of Lot 29 Blk 2
#107-D	Urban Pioneer	2012 Olive/Vacant Lot McLevy & Walleys Resurvey of Blocks 1 & 2 Brooklyn Heights W 124.5 ft Lot 27 S 6 ft of W 124.5 ft Lot 28 Blk 2
#107-E	Urban Pioneer	2014 Olive/Vacant Lot McLevy & Walleys Resurvey of Blocks 1 & 2 Brooklyn Heights N 7 ft of W 124.5 ft Lot 25 W 124.5 ft Lot 26 Blk 2

Project Area Number

Owner

Legal Description

#108-1

Urban Pioneer

2419 E 22nd St/Vac Lot Prospect Summit E 31.62 ft of Lot 1 & 2 Blk 6

Project Area Number	Owner	Legal Description
#108-A	Urban Pioneer	2411 E 22nd St/Vac Lot Prospect Summit W 21 ft of Lots 1 & 2 Blk 6
#108-B	Urban Pioneer	2413 E 22nd St/Vac Lot Prospect Summit E 25 ft of W 46 ft of Lots 1 & 2 Blk 6
#108-C	Urban Pioneer	2415 E 22nd St/Vac Lot Prospect Summit E 26 ft of W 72 ft Lots 1 & 2 Blk 6

Project Area Number	Owner	Legal Description
#109-A	Urban Pioneer	/W 30 ft Lots 11,12,13 & 14 Blk 6 Prospect Summit
#109-B	Urban Pioneer	/E 30 ft of W 60 ft Lot 11, 12, 13 & 14 Blk 6 Prospect Summit

Project Area Number Owner

Legal Description

#110

Urban Pioneer

2319-21 Park/Vac Lot Capital Hill all of Lots 13 &b 14 Blk 1

Project Area Number	Owner	Legal Description
#111-A	Urban Pioneer	2304 Park/Vac Lot Flournoys Add N 12.5 ft of Lot 14 & All of Lot 15 Blk 3
#111-B	Urban Pioneer	2308 Park/Vac Lot Flournoys Add Lot 13 S 12.5 ft Lot 14 Blk 3
#111-C	Urban Pioneer	2310 Park/Vac Lot Flournoys Add to lots 11 & 12 Blk 3
#111-D	Urban Pioneer	2314 Park/Vac Lot Flourneys Add N 15 ft of Lot 9 & All Lot 10 Blk 3

Project Area Number	Owner	Legal Description
#112-A	Urban Pioneer	2327-29 Olive/Vac Lot Prospect Summiot N 2.5 ft Lot 17 and All Lot 18 S 1/2 Lot 19 Blk
#112-B	Urban Pioneer	2337 Olive/Vac Lot Prospect Summit Lot 16 S 22.5 ft Lot 17 Blk 5

Project Area Number	Owner	Legal Description
#113-A	Urban Pioneer	2300-06 Prospect/Vac Lot Prospect Summit Lots 1 & 2 Blk 2
#113-B	Urban Pioneer	/Lot 3 N 16 2/3 ft Lot 4 Blk 2 Prospect Summit

Project Area Number	Owner	Legal Description
#114-A	Urban Pioneer	2311 Wabash/Vac Lot Prospect Summit Lots 25 & 26 Blk 2
#114-B	Urban Pioneer	/Prospect Summit Lots 23 & 24 Blk 2
#114-C	Urban Pioneer	/Lot 22 Blk 2 Prospect Summit
#114-D	Urban Pioneer	2321 Wabash/Vac Lot Prospect Summit Lot 21 Blk 2
#114-E	Urban Pioneer	2323 Wabash/Vac Lot Prospect Summit Lot 20 Blk 2

Project Area Number	Owner	Legal Description
#115-A	Urban Pioneer	/S 16 2/3 ft Lot 6 All Lot 7 Blk 2 A Prospect Summit
#115-B	Urban Pioneer	/2316 Prosepct/Vac Lot Prospect Summit Lot 8 Blk 2

Project Area Owner Legal Description
Number

#116-A Urban Pioneer

2313-23 E 23rd St/Vac Lot Prospect Summit Lots 1 & 2 Blk 5

Project Area Owner Number Legal Description

#116-B

Urban Pioneer

/Lot 3 Blk 5 Prospect Summit

Project Area Owner Legal Description

#117 Urban Pioneer 2310 Wabash/Vac Lot Prospect Summit Lot 5 Blk 5

Project Area Number

Owner

Legal Description

#118

Urban Pioneer

2314 Wabash/Vac Lot Prospect Summit Lot 7 & N 2 ft Lot 8 Blk 5

Project Area Owner Legal Description

Hand Description

Urban Pioneer 2416 E 24th/Vac Lot Prospect Summit E 35 ft Lots 12,13,14 & 15 Blk 5

Project Area Owner Legal Description

#120 Urban Pioneer /W 33 1/3 ft of E 66 2/3 ft Lots 29 & 30 Blk 5 Prospect Summit

Project Area Owner Legal Description

Wumber

#121 Land Trust 2014 Wabash/Vac Lot Ansleys Resuggested

2014 Wabash/Vac Lot Ansleys Resurvey of Blk 3 Brooklyn Heights All of Lots 24&25 and S 5' ft Lot 26

Project Area Owner Legal Description

H122 Land Trust 2114-16 Wabash Resurvey of Blocks 4&5 of Brooklyn Heights Lots 52 & 53

Project Area Owner
Number

Legal Description

Legal Description

2026 Olive/Vac Lot McLevy & Walleys
Resurvey of Blocks 1&2 Brooklyn Heights
N 17 ft of W 124.5 ft Lot 19 & S 15 ft of W
124.5 ft of Lot 20 Blk 2

Project Area Owner Legal Description

#124 Land Trust 2500-4 E 23rd St/Vac Lot Prospect Summit Lots 15, 16 & 17 Blk 1

Project Area Number Owner

Legal Description

#125

Municipal Stadium Site

Al that part of "Ridge Height's", a subdivision in Kansas City, Jackson County, Missouri, described as follows: Lots 1 thru 10, Blk 7; Lots 1 thru 13, Blk 8, except the easterly 10.0 ft of Lots 7 thru 13, said Blk 8; Lots 1 thru 12, Blk 9, except the easterly 10.0 ft of said Lots, & except the southerly 15.0 ft of said Lot 12; Lots 1 thru 9, Blk 10, except the southerly 15.0 ft of said lots; an unnumbered tract having an east-west dimension of 434.0 ft & a north-south dimension of 427.0 ft & being bounded on the north by vacated east-west alley north of and adjacent to Block 10; on the west by the center line of vacated Euclid Avenue, & on the east by the vacated north-south alley lying west of & adjacent to Blk 9; the vacated north-south alley across Blk 7; the vacated north-south alley across Blk 8; at 40.0 ft wide strip of land marked reserved on the recorded plat lying between Blk 7 & 8; the vacated north-south alley lying west of & adjacent to Blk 9; except the southerly 15 ft thereof; the vacated east-west alley lying north of & adjacent to Blk 10; vacated 21st Street (formerly Ridge Avenue) from the center line of vacated Euclid Avenue to the east line of Lot 1, Blk 9, except the east 10.0 ft thereof; all in Kansas City, Jackson County, Missouri, together with presently vehicular and/or pedestrian bridge across the Kansas City Terminal Railway Company's tacks, constructed and maintained pursuant to that certain License Agreement from said Terminal Railway Company.

EXHIBIT D

Portions of the

Redevelopment Proposal Submitted by CHIC

(A complete copy of the Proposal is available at LCRA)

i:\kbh\lcra\brooklyn\redevelp.con November 9, 1995

CITIZEN HOUSING AND INFORMATION COUNCIL

SUBMISSION TO RFP BROOKLYN INFILL HOUSING PROJECT AREAS # 87 - 125

SUBMITTED TO:

Donald L. Moore, Senior Planner LCRA 10 Petticoat lane, Suite 250 Kansas City, MO 64106

SUBMITTED BY:

Leon "Bob" Brim President

August 11, 1995

CITIZEN HOUSING AND INFORMATION COUNCIL

SUBMISSION TO RFP BROOKLYN INFILL HOUSING PROJECT AREAS #87 - 125

Organization
Citizen Housing and Information Council
2534 Prospect Avenue
Kansas City, MO 64127
(816) 921-9009
(816) 921-5591 (fax)

Authorized Representatives
Leon "Bob" Brim, President
Michael Snodgrass, Director of Planning

EXPERIENCE

Citizen Housing and Information Council (CHIC) is a not-for-profit 501(C)3 community development corporation operating primarily within the boundaries of the Washington Wheatley/Wendell Phillips/Downtown East (WWD) community. The WWD area is a two and a half square mile area bounded by the I-70 interstate on its north and east, 27th Street to the south and Troost Avenue to the west. The Project Areas covered under this RFP are well within the CHIC primary operating area.

CHIC began its new housing construction program modestly, constructing an average of one new home a year for the first few years of the program. CHIC expanded its capacity and constructed seven new homes in 1994, thirteen thus far in 1995 with a realistic projection of a total of thirty new homes, and a projection of fifty new homes in 1996. As a result, CHIC has, and will continue to have, a tremendous impact on the WWD area and the overall redevelopment efforts of the community.

CHIC is not only the developer of the housing, but serves as the builder as well. This ensures that every house is of the highest quality and enables CHIC to provide meaningful jobs to many area small minority contractors who might not be given the opportunity otherwise.

Exhibit A is a "Housing Report" recently submitted to City Officials which details CHIC's overall housing efforts.

ACTIVE HOUSING PROJECTS

AFFORDABLE HOUSING PROGRAM

CHIC participates in the City of Kansas City's Affordable Housing Program through which funds are provided to purchase lots and the construction is financed. This program also provides the following incentives to prospective homeowners:

low down payment - typically around \$1,000

part of the mortgage financing from the City at 0% interest

• tax abatement for a period of ten years (provided the new home is constructed in an Urban Renewal Area)

These incentives make it possible for revitalization of the central city and make the dream of owning a new home possible for lower income families.

The demand for the new homes has been overwhelming. Exhibit A contains the CHIC database of potential homeowners who are waiting for a chance of achieving their dream of homeownership. CHIC has received thousands of calls since the inception of the program and inquiries into the Affordable Housing Program and average between 15-20 new calls per day.

In addition to being the developer of the new homes, CHIC also actively participates as the builder of the new homes. This ensures the highest quality possible is built into each and every new home and also ensures minority participation in the construction. CHIC surpasses all local, state, and federal regulations regarding minority participation in its program.

SITE IDENTIFICATION

The Planning Study performed by Stull and Lee, Inc., identified new, affordable housing as a top priority for the WWD area. As stated previously, this Planning Study was the result of the collective efforts of CHIC and several other area organizations and residents. CHIC follows the detailed "blueprint" plan of the Washington Wheatley/Wendell Phillips/Downtown East Planning Study when selecting sites for present and future development..

The Neighborhood Planning Study detailed the hundreds of vacant lots (and buildings) on which new single-family housing is CHIC identifies vacant lots and blighted structures as sites for new housing construction. The following page shows the vacant lots as identified in the Neighborhood Planning Study.

BENTON BOULEVARD INFILL SINGLE FAMILY HOUSING PROJECT (URBAN RENEWAL PLAN)

Kansas City's Urban Renewal Plan provides for the identification of sites, condemnation of deteriorated sites for new construction, and offers tax abatement for those who develop within the site.

The Benton Urban Renewal Plan was developed in 1990 and runs from 18th to 26th on Benton Boulevard. Since the inception of the Benton Urban Renewal Plan, CHIC previously had completed the development of four new single-family homes, and most recently has successfully completed construction of seven new single-family homes for low-to-moderate income families at:

 1860 Benton
 1865 Benton

 1864 Benton
 1869 Benton

 1868 Benton
 1911 Benton

 1912 Benton

As of July 1, 1995, CHIC has completed development and construction of seven additional homes located at:

 2004 Benton
 2801 E 23rd St

 2018 Benton
 2805 E 23rd St

 2112 Benton
 2327 Montgall

 2114 Benton

Construction will begin in July, 1995, on seven new homes as follows:

 2201 Kansas
 2312 Benton

 2240 Kansas
 2332 Benton

 2123 Benton
 2410-12 Benton

 2125 Benton

The construction of the homes listed above will effectively complete the Benton Urban Renewal Plan.

BROOKLYN

Brooklyn Avenue is a vital corridor in the redevelopment of the overall area. CHIC has planned for development of this corridor for many years and has purchased a few vacant lots on its own in order to expedite the development. CHIC has begun construction of five new single-family homes on 22nd & Brooklyn as follows:

2201 Brooklyn 2202 Park 2205 Brooklyn 2206 Park 2209 Brooklyn

NARRATIVE OF PROPOSED PROGRAM

BROOKLYN INFILL HOUSING PROJECT AREAS #87 - 124

CHIC has actively participated in the selection of infill housing sites in accordance with the Neighborhood Planning Study. Project Areas #87 - 124 represent the best opportunity to redevelop the Brooklyn Avenue corridor and a large portion of the WWD area. A large majority of these lots are vacant and run contiguous with other vacant lots.

CHIC will construct new single-family homes on the project areas. These new homes will be of similar nature as CHIC is currently constructing on 22nd & Brooklyn, and in the Benton Urban Renewal Area, as shown in Exhibit A. Approximately 76 new single-family homes for low-to-moderate income families will be developed and constructed on Project Areas #87 - #124, with an additional 35 new single-family homes on Project Area #125.

SITE PLAN

CHIC does not currently have a professional site plan, however, CHIC has contacted an architectural firm and professional site plans similar to those along Benton Blvd, are currently being developed.

In the meantime, the following list and maps show the area sizes and the approximate number of new single family homes which will be constructed on each site.

Areas #87, #88, and #89

Combined with the 225' front of City owned land, these areas represent an opportunity for 11 new single-family homes on an average front of 70' or 12 new single-family homes with an average front of 63'. Mostly vacant lots, however, there will be some relocation and demolition of existing blighted homes.

Area #90

144' X 130', 2 new single-family homes with 72' fronts.

<u> Area #91</u>

60' x 130', 1 new single-family home.

Area #92

144' x approx 132', 2 new single-family homes with 72' fronts.

Area #93

151' x 150', 2 new single-family homes with 75.5' fronts and large backyards.

Area #94

326.4' x 150', 5 new single-family homes with 65' fronts and large backyards. Mostly vacant lots, two owned by Land Trust, two blighted homes requiring relocation and demolition.

Area #95

236' x 126', 4 new single-family homes with 59' fronts. Will require relocation of existing blighted business and demolition of one building.

Area #96

134.5' x 130', 2 new single-family homes with 67.25' fronts. Lots are vacant.

Area #97

100' \times 94.5' lot with adjacent vacant lot CHIC will acquire of 130' \times 286', will provide for a minimum of 3 new single-family homes with 76' fronts. Area #97 is Land Trust owned.

Area #98

65' x 110', 1 new single-family home. Lot is vacant.

Area #99 and #100

275' total x 125', when combined with CHIC owned property at 2517 with a 75' front, provides opportunity for 5 new single-family homes with 70' fronts. Two homes are vacant but require demolition, one home will require relocation and demolition.

Area #101

131' x 125', 2 new single family homes with 65.5' fronts.

Area #102

140' x 125', 2 new single-family homes with 70' fronts. One large 6-plex, which is listed on City's demolition list, needs to be demolished. Two lots are vacant and Land Trust owned.

· Area ≠103

90' \times 95', when combined with adjacent vacant lot provides opportunity for a minimum of 1 new single-family home on 95' front. All land is vacant.

Areas #104 and #105

Two 30' \times 125' lots, when combined with CHIC owned contiguous land, provides opportunity for a 7 contiguous new single-family homes on average 62.5' fronts. All land is vacant.

Area #106

96' x 130', provides opportunity for 1 new single-family home on large 96' front, adjacent to existing new single-family home. Land is vacant.

Area #107

153.5 x 125', 2 new single-family homes. Land is vacant.

Area #108

68.75' x 128.5', 1 new single-family home. Land is vacant

Area #109

60' \times 100', 1 new single-family home. Land is vacant.

Area #110

50' x 130', 1 new single-family home. Land is vacant.

Area #111

165' \times 130', when combined with adjacent CHIC-owned vacant land, provides for 3 new single-family homes with 70' fronts. Land is vacant.

Area #112

87.5' x 125', I new single-family home. Land is vacant. Land is vacant.

Area #113

112' x 120', 2 new single-family homes on 56' fronts. Land is vacant

· <u>Агеа # 114</u>

175° x 125°, 3 new single-family homes on 58.5° fronts. Land is vacant.

Area #115

66.7° \times 120°, I new single-family home. Land is vacant.

Area #116

95' x 128', I new single-family home. Land is vacant.

Area #117, #118, and #119

25' x 128', 27' x 128', and 35' x 100' will need to be deeded over to adjacent existing homes, or else blighted homes will need to be amended to Urban Renewal Plan. If this occurs, 2 new single-family homes with a minimum of 50' fronts.

Area #120

33° \times 70°, will need to be combined with adjacent vacant land to provide for 1 new single-family home with a 70° front. Land is vacant,

Area #121

55' x 130', 1 new single-family home. Land is vacant and Land Trust owned.

Area #122

50' x 130', I new single-family home. Land is vacant and Land Trust owned.

Area #123

32' x 124.5', when combined with CHIC owned land provides for 1 new single-family home. Land is vacant.

Area #124

85° x 128°, 1 new single-family home. Land is vacant and Land Trust owned.

BROOKLYN INFILL HOUSING PROJECT AREA #125 MONARCH VILLAGE

Monarch Village is located on the historical site of the old ballpark (Municipal Stadium), which was home to the Kansas City Monarchs, Blues, As, Royals, and other teams. The site is composed of approximately 13 acres overlooking downtown Kansas City.

The Monarch District, as proposed by Citizen Housing and Information Council (CHIC), will extend from Woodland to Brooklyn, and from 18th Street to 27th Street. CHIC proposes to follow the recommendations of the Stull & Lee Neighborhood Planning Study by developing the site into a multi-use complex as shown on the attached rendering and described as follows:

- The corner of 22nd & Brooklyn shall serve as the anchor to the overall development. This parcel will be developed into an International Negro Baseball Monument as tribute to the Kansas City Monarchs and the Negro Baseball League. CHIC has held discussions with representatives of the Negro Baseball League who have given overwhelming support to the plan. The monument site will enable the Negro Baseball League Museum to expand its current exhibits and broaden its tour base.
- A 3 to 3 1/2 acre parcel will be developed by a major international religious organization into a multi-use facility. The facility to be placed on the parcel will conform to the general style of the rest of the site and the surrounding neighborhoods.
- The remainder of the site, roughly ten (10) acres, will be developed into approximately 35 large lots for use as moderate income single-family housing. These new homes will be similar in style to the new single-family homes recently completed by CHIC along Benton Boulevard.

The overall development of the area around the ballpark site has begun with the construction of new single-family on the SE corner of 22nd & Brooklyn.

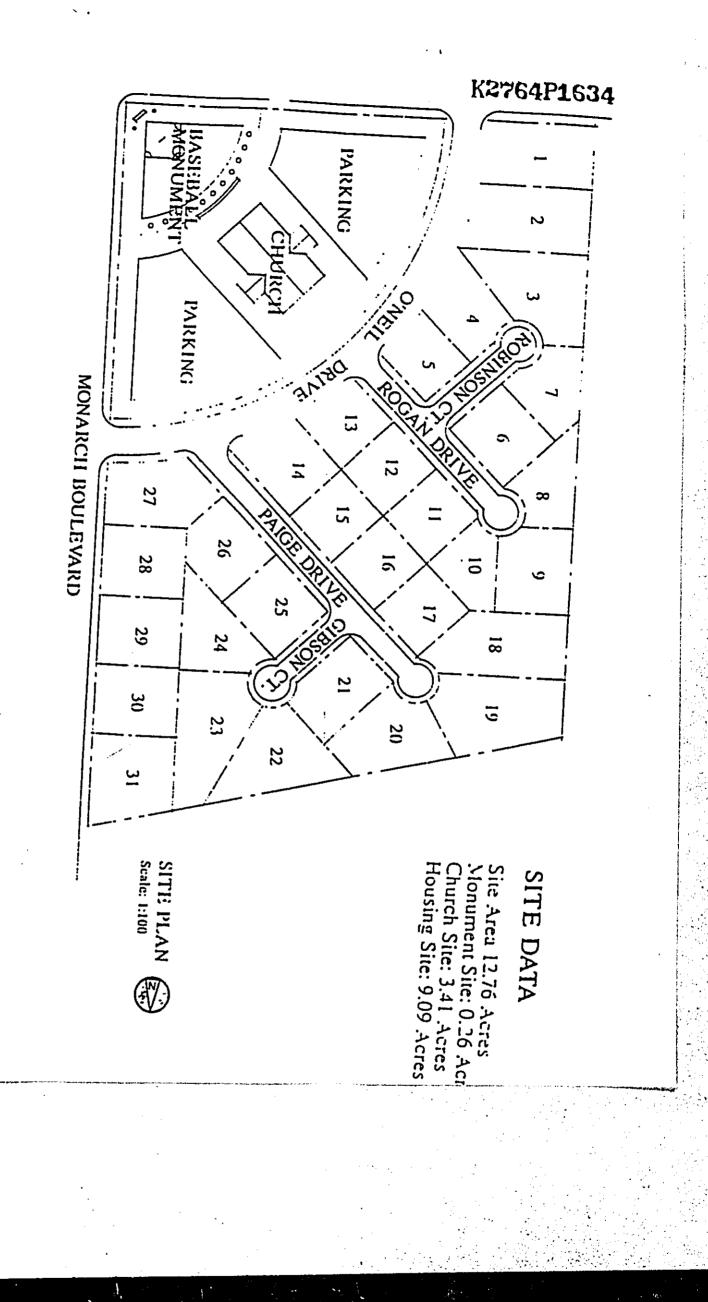
Monarch Village will require the planning and construction of complete infrastructure, listed as follows:

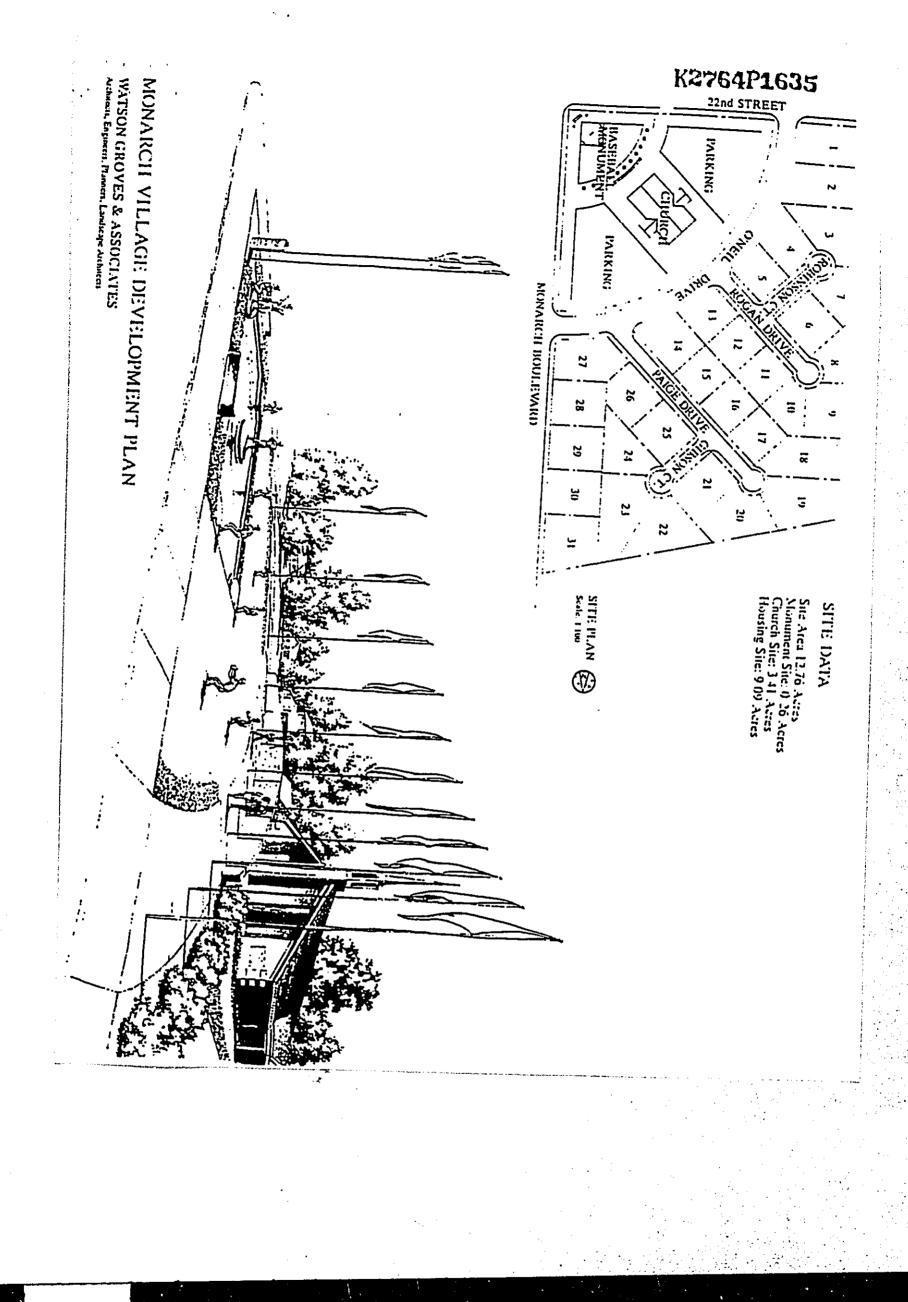
- Site survey
- Design plans
- Plat Development
- Grading
- Site utility plans
 - Water
 - Sanitary
 - Gas
 - Power
- Streets

- Plan & profilesSidewalks, curbs & guttersStreet Lighting

Infrastructure cost estimates

\$1,100,000





BENTON BOULEVARD INFILL SINGLE FAMILY HOUSING PROJECT (URBAN RENEWAL PLAN)



View of new homes developed and constructed by CfffC at 19th & Benton Blvd

Kansas City's Urban Renewal Plan provides for the identification of sites, condemnation of deteriorated sites for new construction, and offers tax abatement for those who develop within the site

The Benton Urban Renewal Plan was developed in 1990 and runs from 18th to 26th on Benton Boulevard. Since the inception of the Benton Urban Renewal Plan, CHIC has successfully completed construction eleven new single-family homes for low-to-moderate income families including those most recently completed at

 !So0 Benton
 1865 Benton

 !864 Benton
 1869 Benton

 !868 Benton
 1911 Benton

1912 Benton

As of July 1, 1905. CHIC has completed construction of seven additional houses located at:

 2004 Benton
 2801 E 23rd St

 2018 Benton
 2805 E 23rd St

 2112 Benton
 2327 Montgall

 2114 Benton

Construction will begin in July, 1995, on seven new houses as follows:

 2201 Kansas
 2312 Benton

 2240 Kansas
 2332 Benton

 2123 Benton
 2410-12 Benton

 2125 Benton

The construction of the houses listed above will effectively complete the Benton Urban Renewal Plan.



1365, 1369, and 1911 Benton

BROOKLYN AVENUE INFILL SINGLE FAMILY HOUSING PROJECT (URBAN RENEWAL PLAN)

An Urban Renewal Plan has been approved for the area of 18th to 27th, Brooklyn to Prospect. In addition to land purchased by CHIC, LCRA has been contracted by the City of Kansas City to purchase land owned by private individuals, Land Trust, and the City of Kansas City and then transfer these lots to CHIC. A map of those lots included in the Brooklyn Urban Renewal Plan is included as Exhibit C. Forty-five (45) new single-family homes will be constructed along the Brooklyn corridor alone, not including the thirty-five (35) new single-family homes to be constructed on the Monarch Village site, which is described in detail below. In addition, another approximately 50 new single-family homes will be constructed between Park and Prospect, 20th to 24th Street.

To date, LCRA has not transferred any lots to CHIC. While the sites have been identified, and a portion of the funds needed are in place, there is still a shortage of funds needed to complete the Brooklyn Urban Renewal Plan. It is estimated that an additional \$275,000 will be required to obtain the sites needed.

CHIC has begun construction of new single-family housing on lots previously purchased by CHIC for use in the Brooklyn Urban Renewal Plan. The lots currently under construction are:

2201 Brooklyn

2202 Park

2205 Brooklyn

2206 Park

2209 Brooklyn

2210 Park (scheduled to begin in late July, 1995)



New single-family housing under construction at 22nd & Bronklen

MONARCH VILLAGE

Monarch Village is located on the historical site of the old ballpark (Municipal Stadium), which was home to the Kansas City Monarchs, Blues, As, Royals, and other teams. The site is composed of approximately 13 acres overlooking downtown Kansas City

The Monarch District, as proposed by Citizen Housing and Information Council (CHIC), will extend from Woodland to Brooklyn, and from 18th Street to 27th Street. CHIC proposes to follow the recommendations of the Stull & Lee Neighborhood Planning Study by developing the site into a multi-use complex as shown on the attached rendering and described as follows:

The corner of 22nd & Brooklyn shall serve as the anchor to the overall development. This
parcel will be developed into an International Negro Baseball Monument as tribute to the
Kansas City Monarchs and the Negro Baseball League CHIC has held discussions with
representatives of the Negro Baseball League who have given overwhelming support to the
plan The monument site will enable the Negro Baseball League Museum to expand its
current exhibits and broaden its tour base

K2764P1639

- A 3 to 3 1 2 acre parcel will be developed by a major international religious organization into a multi-use facility. The facility to be placed on the parcel will conform to the general style of the rest of the site and the surrounding neighborhoods.
- The remainder of the site, roughly ten (10) acres, will be developed into approximately 35 large lots for use as moderate income single-family housing. These new homes will be similar in style to the new single-family homes recently completed by CHIC along Benton Boulevard

The overall development of the area around the ballpark site has begun with the construction of new single-family on the SE corner of 22nd & Brooklyn. This site is a part of the overall Brooklyn Urban Renewal Plan which was passed by City Council.

Monarch Village will require the planning and construction of complete infrastructure, listed as follows

- Site survey
- Design plans
- Plat Development
- Grading
- Site utility plans
 - Water
 - Sanitary
 - Gas
 - · Power
- Streets
 - Plan & profiles
 - Sidewalks, curbs & gutters
- Street Lighting

Infrastructure cost estimates

\$1,100,000

