

AUG 04 2005

**MEMORANDUM OF AGREEMENT
BETWEEN
MISSOURI HOUSING DEVELOPMENT COMMISSION,
THE MISSOURI STATE HISTORIC PRESERVATION OFFICER,
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,
THE CITY OF ST. LOUIS, MISSOURI, AND
ST. LOUIS HOUSING AUTHORITY,
FOR
PHASE I OF COCHRAN GARDEN APARTMENTS**

WHEREAS, the Missouri Housing Development Commission ("MHDC"), the U.S. Department of Housing and Urban Development ("HUD"), and the City of St. Louis, Missouri ("City") are partially funding construction, through HUD assistance, of Phase I of the Cochran Garden Apartments housing development (the "Undertaking") in St. Louis, Missouri; and

WHEREAS, the Undertaking is roughly bounded on the north by New Street, on the south by O'Fallon Street, 9th Street on the west and 7th Street on the east, as outlined on the enclosed map and as herein described as the Area of Potential Effect ("APE"), which is attached hereto as Appendix A and incorporated herein by reference; and

WHEREAS, the Undertaking will have an adverse effect on an historic property, identified as archeological site 23SL2229 ("Archeological Site"), which has been determined by the Missouri State Historic Preservation Officer (the "SHPO") to be eligible for listing in the National Register of Historic Places under Criteria D; and

WHEREAS, the MHDC and HUD have consulted with the SHPO pursuant to 36 C.F.R. 800, regulations implementing Section 106 of the National Historic Preservation Act of 1966, as amended [16 U.S.C. 470f] ("Section 106"); and

WHEREAS, the Peoria Tribe of Indians of Oklahoma and the Eastern Shawnee Tribal Council have been invited to comment and become a party to this agreement; and

WHEREAS, the St. Louis Housing Authority (“SLHA”), owner of the property where the Undertaking will occur, has consulted in this agreement; and

WHEREAS, Cochran Redevelopment Partners, LLC, a Missouri limited liability corporation (“Developer”) and developer of the Undertaking, has been invited to concur in this agreement;

NOW THEREFORE, MHDC, the SHPO, HUD, the City and SLHA agree that the Undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

MHDC will ensure that the following stipulations are carried out:

A. Location of Activities

The scope of all activities associated with the stipulations of this agreement, including the research design and data recovery plan, shall be confined to the boundaries of the Undertaking, as shown in Exhibit A. The boundaries of the Undertaking may be modified subject to agreement between the parties to this agreement.

B. Research Design and Data Recovery

1. MHDC will consult with the Developer and the SHPO to develop an archeological research design and data recovery plan (“Plan”) for the area within the boundaries of the Undertaking. MHDC shall, pursuant to the terms of an agreement between MHDC and the Developer (the “Agreement”) attached hereto as Exhibit “B” and incorporated herein as if fully set forth, ensure that the Developer subsequently implements the Plan.

2. The Plan will be consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*, and the *Advisory Council on Historic Preservation's Treatment of Archaeological Properties: A Handbook*.
3. MHDC, in consultation with the SHPO, shall ensure that the Plan will include the following components:
 - (a) The results of previous research relevant to the project;
 - (b) Research problems or questions to be addressed with an explanation of their relevance and importance;
 - (c) The field and laboratory analysis methods to be used with a justification of their cost-effectiveness and how they apply to this particular property and these research needs;
 - (d) The methods to be used in artifact, data, and other records management;
 - (e) Explicit provisions for disseminating the research findings to professional peers in a timely manner;
 - (f) Arrangements for presenting what has been found and learned to the public, focusing particularly on the community or communities that may have interests in the results;
 - (g) The curation of recovered materials and records resulting from the data recovery in accordance with 36 C.F.R. 79;
 - (h) Unexpected discoveries that may need to be considered for repatriation pursuant to the Native American Graves Protection and Repatriation Act [25 U.S.C. 3001] ("NAGPRA"), including human remains, funerary objects, sacred objects or objects of cultural patrimony as defined in NAGPRA, or for reburial under Section 194.400 *et seq.* RSMo.;
 - (i) Provision for ownership by the SLHA of all recovered materials and records resulting from the data recovery in accordance with the curation requirements of 36 C.F.R. 79, and delivery to the curator of said materials;

- (j) Procedures for evaluating and treating discoveries of unexpected remains or newly identified historic properties during the course of the project, including necessary consultation with other parties.
4. Prior to the commencement of fieldwork or ground-disturbing activities, MHDC shall, pursuant to the terms of the Agreement, ensure that the Developer submits a draft of the Plan to the SHPO for review and comment. The SHPO will have thirty (30) days within receipt of the Plan to comment to MHDC; otherwise concurrence with the Plan will be assumed. MHDC shall take the SHPO's comments into consideration and respond to the SHPO's comments, if any, in writing within thirty (30) days of receipt of said comments. Prior to the commencement of fieldwork or ground-disturbing activities, the Developer shall provide MHDC, SLHA, and the SHPO with the final Plan.
 5. The SLHA will ensure that adequate time and funding to carry out all aspects of the Plan are provided, and will ensure that all parties consulted in the development of the Plan are kept informed of the status of its implementation.
 6. Upon completion of fieldwork and ground-disturbing activities, MHDC shall, pursuant to the terms of the Agreement, ensure that a draft archeological report resulting from the Plan is prepared and shall submit the draft report to the SHPO for review and comment. The SHPO shall comment to MHDC within thirty (30) days of the receipt of the draft report. MHDC shall take the SHPO's comments into consideration and respond to the SHPO's comments, if any, in writing within thirty (30) days of receipt of said comments. Failure by the SHPO to comment to MHDC within thirty (30) days will be considered concurrence with the draft archeological report as submitted.
 7. MHDC shall, pursuant to the terms of the Agreement, ensure that a final archeological report ("Report") resulting from the Plan is prepared and provide the Report to the SHPO, HUD, SLHA, and the City Cultural Resources Office.

MHDC will, pursuant to the terms of the Agreement, ensure that the Report is responsive to professional standards and to the Department of the Interior's *Format Standards for Final Reports of Data Recovery Programs* (42 FR 5377-79). Copies of the Report will be distributed, within ninety (90) days of completion, to signatories of this agreement as follows: SHPO two (2), HUD two (2), SLHA one (1), and City one (1).

C. Qualifications.

MHDC will, pursuant to the terms of the Agreement, ensure that all work in the stipulation above will be conducted by individuals who meet *The Secretary of the Interior's Professional Qualifications Standards for Historic Archeology and History* (36 C.F.R. 61).

D. Dispute Resolution.

1. Should the SHPO object within 30 days after receipt to any report or document provided for review pursuant to this Memorandum of Agreement, MHDC shall consult with the SHPO to resolve the objection. If MHDC determines that the objection cannot be resolved, MHDC shall forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation ("ACHP"). Within thirty (30) days after receipt of all pertinent documentation, the ACHP will either:
 - a) Provide MHDC with recommendations, which MHDC will take into account in reaching a final decision regarding the dispute; or
 - b) Notify MHDC that it will comment pursuant to 36 C.F.R. 800.6(b), and proceed to comment. Any ACHP comment provided in response to such a request will be taken into account by the MHDC in accordance with 36 C.F.R. 800.6(c)(2) with reference to the subject of the dispute.

2. Any recommendation provided by the ACHP will be understood to pertain only to the subject of the dispute. MHDC's responsibility to carry out all actions under this Memorandum of Agreement that are not the subject of the dispute will remain unchanged.

E. Amendm

MHDC the HPO HUD, the C or LHA propose that thi greement be nded, MHDC shall consult ith the other parti of thi agreemen nsider uch an amendmen id mendmen shal be wri ng, governed accordance th 800.5(and ecuted by all parties th Memorandi Agreement.

T of the Agreemen

This Agreement shal commence upon hav been gned by MHDC th HPO HUD the and the LHA and shal be nul and void terms are not carried out th years from the date ion unl MHDC th HPO HUD tl C and the LHA gree writing to an tension for carryin out its terms

Execution thi Memorandum of Agreement MHDC the SHPO HUD the City and the LHA and the subsequent implementation of evidence that MHDC HUD and the City have afforded the A HP opportunit to Phase of the Cochran Garde Apartments project and its effects Histori properties that MHDC HUD and the tak account the effects of the undertaking istoric properties and that MHDC HUD and the City have complied th the Section 06 rev process

This greement shal be ecuted 6) separate gnature pages and shal be deemed led on the date of the executed gnature page by MHDC the HPO HUD the and the LHA

COCHRAN GARDENS
025-SLC-05
MEMORANDUM OF AGREEMENT

MISSOURI STATE HISTORIC PRESERVATION OFFICER

By: *Mark A Miles* Date: *8/11/05*
Mark A. Miles, Director and Deputy State Historic Preservation Officer

MISSOURI HOUSING DEVELOPMENT COMMISSION

By:  _____
Pete Ramsel, Deputy Director/Chief Underwriter

Date: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: Patricia A. Straussner

Date: 8/2/05

Patricia A. Straussner, Program Center Coordinator, Office of Public Housing.

CITY OF ST. LOUIS, MISSOURI

By: Francis G. Slay
Francis G. Slay, Mayor

Date: 7/1/11

JUL 28 2005

HOUSING AUTHORITY OF ST. LOUIS, MISSOURI

By: 
Cheryl Lovell, Executive Director

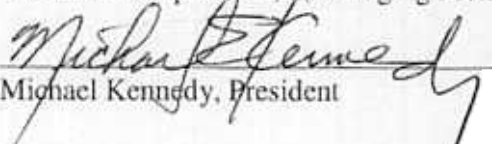
Date: 7/27/05

AUG 01 2005

Concur:

COCHRAN REDEVELOPMENT
PARTNERS, LLC, a Missouri limited liability company.

By: Landwide Development Corporation,
a Missouri corporation, a Managing Member


Michael Kennedy, President

AGREEMENT

This agreement is entered into between the Cochran Redevelopment Partners, LLC, whose address is 211 N Broadway, Ste 1900, St. Louis, MO 63102-2711 (the "Developer"), and Missouri Housing Development Commission (MHDC) a Missouri body corporate and politic whose address is 3435 Broadway, Kansas City, MO 64111

WITNESSETH.

WHEREAS, the Developer is the general partner of Cochran Redevelopment Phase I, LP, (the "Owner"), owner of an apartment project known as Cochran Garden Apartments Phase I (the "Project") and located in the City of St. Louis, Missouri (the "City").

WHEREAS, MHDC has committed to make the Owner a loan in the amount of \$6,024,065 for the construction of the Project.

WHEREAS, a portion of the financing for the Project will be funded with HOME funds provided by MHDC and the City.

WHEREAS, additional funding will be provided by the U.S. Department of Housing and Urban Development (HUD) in the form of HOPE VI funds.

WHEREAS, the federal regulations require that a Section 106 environmental review (defined below as "Section 106") be performed prior to the committing of HOME funds or the federal funds.

WHEREAS, in performing the preliminary review of the Project site, certain archeological material was discovered.

WHEREAS, the MHDC and HUD have consulted with the State Historic Preservation Officer (SHPO), pursuant to 36 C.F.R. Part 800 regulations which implement Section 106 of the National Historic Preservation Act of 1966, as amended from time to time ("Section 106").

WHEREAS, the Developer states that it has developed a Plan as required by the Memorandum of Agreement which relates to the archeological work being performed at the Project site pursuant to an agreement between Kennedy Associates Incorporated and Archaeological Research Center of St. Louis, Inc. ("ARC") (the "Consultant Agreement") attached hereto and incorporated herein as Exhibit "A" as if fully set forth to perform the data recovery investigations in accordance with the terms of the Technical Proposal to Perform Data Recovery Investigation within the Cochran Gardens HOPE VI Tract ("Technical Proposal") submitted June 2005.

WHEREAS, the standards set forth in the Technical Proposal comply with the federal, state and local standards for the performance of a Section 106 Review. Specifically, the

final report will adhere to the U.S. Department of the Interior's Format Standards for Final Reports of Data Recovery Programs ("Department of Interior Standards").

WHEREAS, before MHDC will issue its commitment to finance or provide its share of the financing, it hereby requires the Developer make certain representations and warranties to MHDC.

WHEREAS, the Developer and ARC worked with the State Historic Preservation Officer ("SHPO") to develop an archeological research design and data recovery plan ("Plan") for the area within the boundaries of the Project.

NOW THEREFORE, the parties to this Agreement agree to fulfill the obligations set forth below.

The Developer states that it has developed a Plan as required by the Memorandum of Agreement which relates to the archeological work being performed at the Project site pursuant to the Consultant Agreement. The Plan provides for the following:

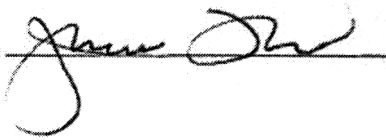
- (a) The results of previous research relevant to the project;
- (b) Research problems or questions to be addressed with an explanation of their relevance and importance;
- (c) The field and laboratory analysis methods to be used with a justification of their cost-effectiveness and how they apply to this particular property and these research needs;
- (d) The methods to be used in artifact, data, and other records management;
- (e) Explicit provisions for disseminating the research findings to professional peers in a timely manner;
- (f) Arrangements for presenting what has been found and learned to the public, focusing particularly on the community or communities that may have interests in the results;
- (g) The curation of recovered materials and records resulting from the data recovery in accordance with 36 C.F.R. 79;
- (h) Unexpected discoveries that may need to be considered for repatriation pursuant to the Native American Graves Protection and Repatriation Act [25 U.S.C. 3001] ("NAGPRA"), including human remains, funerary objects, sacred objects or objects of cultural patrimony as defined in NAGPRA, or for reburial under Section 194.400 *et seq.* RSMo.;
- (i) Provision for ownership by the Saint Louis Housing Authority ("SLHA") of all recovered materials and records resulting from the data recovery in accordance with the curation requirements of 36 C.F.R. 79, and delivery to the curator of said materials;
- (j) Procedures for evaluating and treating discoveries of unexpected remains or newly identified historic properties during the course of the project, including necessary consultation with other parties.

2. Developer agrees to implement the Plan in accordance with the terms of the U.S. Department of the Interior ("Department of Interior").
3. Prior to the commencement of fieldwork or ground-disturbing activities Developer submitted a draft of the Plan to the SHPO for review and comment.
4. If the SHPO provides any comments regarding the Plan within the thirty (30) day comment period after the receipt of the Plan, Developer will provide those comments to MHDC immediately.
5. Prior to the commencement of fieldwork or ground-disturbing activities, the Developer shall provide MHDC, SLHA, and the SHPO with the final Plan.
6. Upon completion of fieldwork and ground-disturbing activities, Developer shall have a draft archeological report resulting from the Plan prepared and shall submit the draft report to the SHPO for review and comment. The SHPO shall comment to MHDC within thirty (30) days of the receipt of the draft report. MHDC shall take the SHPO's comments into consideration and respond to the SHPO's comments, if any, in writing within thirty (30) days of receipt of said comments. Failure by the SHPO to comment to MHDC within thirty (30) days will be considered concurrence with the draft archeological report as submitted.
7. After the completion of the fieldwork Developer will provide MHDC with a final archeological report ("Report") resulting from the Plan. Developer ensures MHDC that the Report will comply with professional standards and to the Department of the Interior's *Format Standards for Final Reports of Data Recovery Programs* (42 FR 5377-79).
8. Developer will deliver seven (7) copies of the Report to MHDC within ninety (90) days of completion, and MHDC will deliver copies to the signatories as follows: SHPO two (2), HUD two (2), SLHA one (1), and City one (1).
9. Developer will ensure that all work performed in connection with the stipulation above will be conducted by individuals who meet *The Secretary of the Interior's Professional Qualifications Standards for Historic Archeology and History*.
10. If the SHPO submits an objection within 30 days after receipt of the Report or any other document submitted for its review, the Developer will consult with MHDC regarding suggestions as to how to resolve the issue.

This Agreement may not be modified, adjusted or amended without the consent of the parties thereto, said consent not to be unreasonably withheld.

12. The term of this Agreement shall extend for six (6) years, commencing from the date of its execution, unless the parties hereto agree to extend this Agreement.
13. Developer, upon the receipt of a written request from MHDC agrees to provide documents, plans, material and other information requested by MHDC which relates to the Plan and the project within a reasonable time.

(SEAL)
ATTEST/WITNESS:



(SEAL)
ATTEST/WITNESS

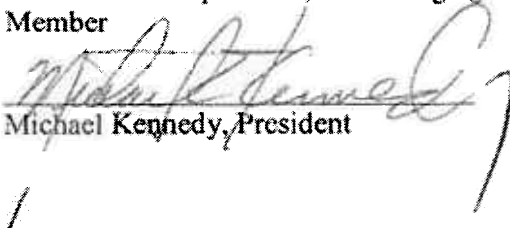
7/27/05


MISSOURI HOUSING DEVELOPMENT
COMMISSION


Erica A. Dohreff, Executive Director

COCHRAN REDEVELOPMENT
PARTNERS, LLC, a Missouri limited
liability company.

By: Landwide Development Corporation,
a Missouri corporation, a Managing
Member


Michael Kennedy, President
/

NANCY BURROUGHS
Notary Public — Notary Seal
STATE OF MISSOURI
City of St. Louis
My Commission Expires: July 15, 2007