

Zoning & Subdivision Report

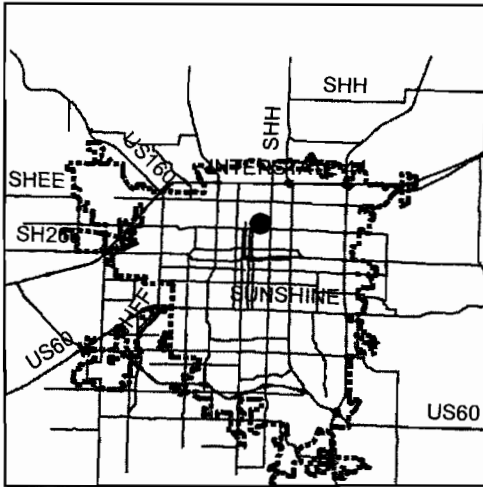
Planning & Development - 417/864-1611
 840 Boonville - Springfield, Missouri 65801

Zoning Variance V-539 Exhibit A

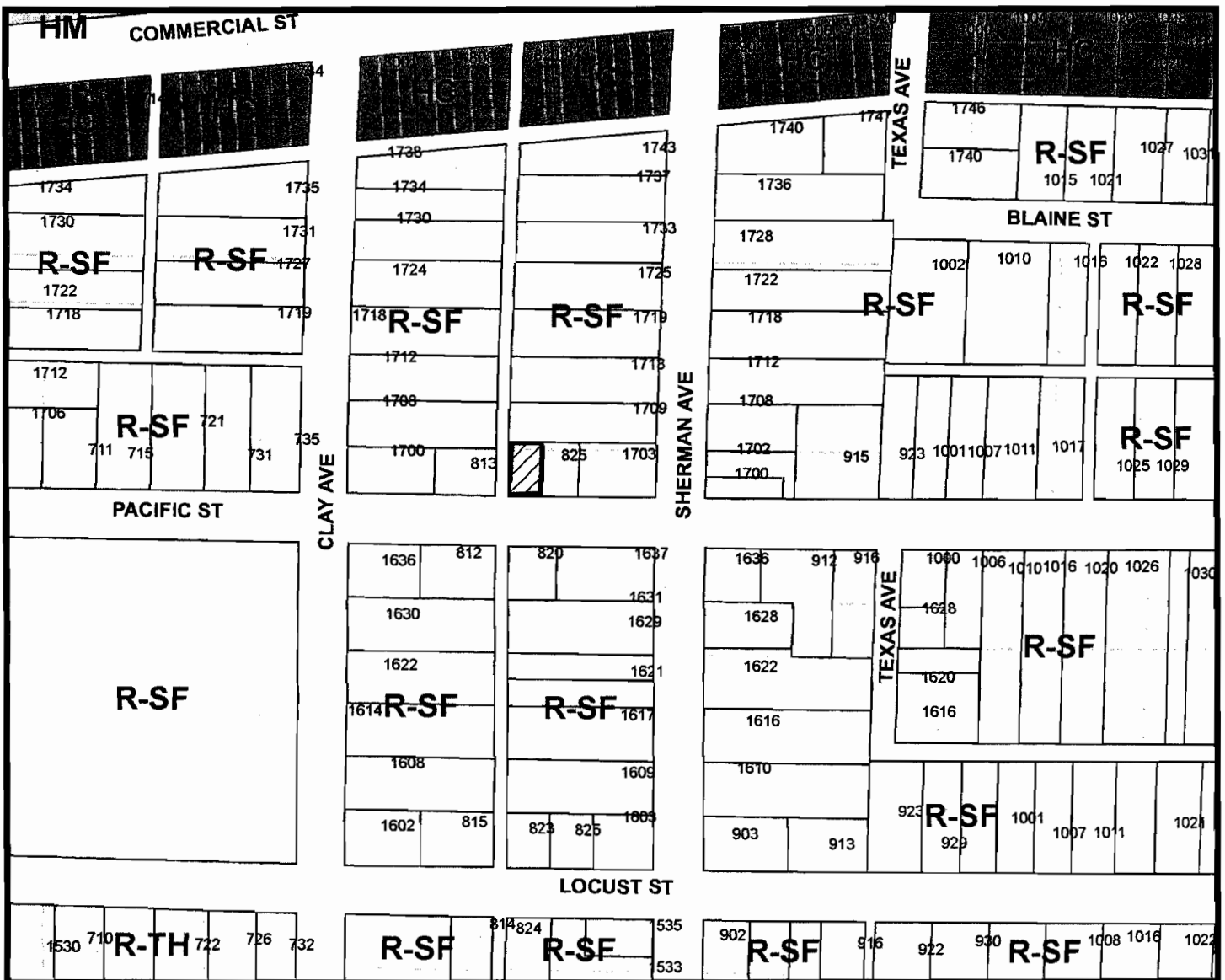
Location: 819 E. Pacific Street

Current Zoning: R-SF

Proposed Zoning: N/A



LOCATION SKETCH



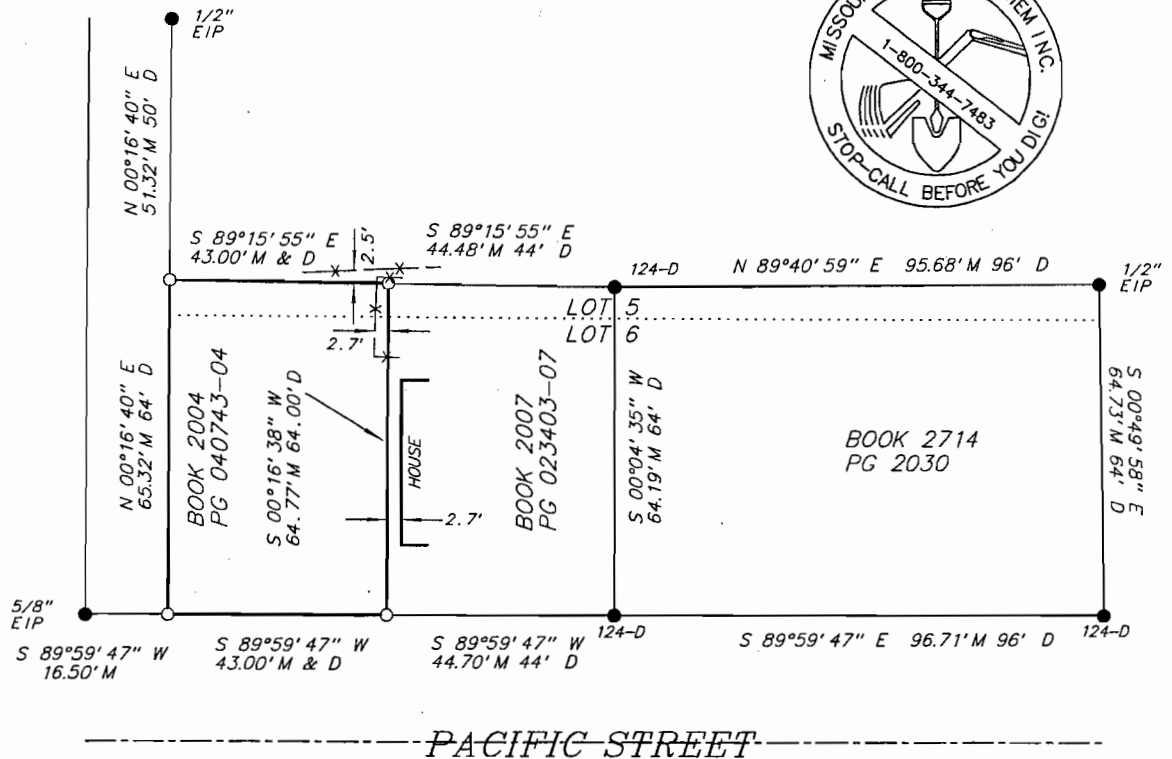
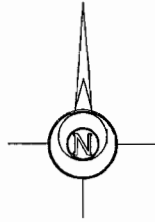
- Area of Proposal



1 inch equals 200 feet

V-539 EXHIBIT B

The West Forty-Three (43) feet of Lot Six (6) and the West Forty-Three (43) feet of the South Seven (7) feet of Lot Five (5), Block Twenty-Four (24) in the ORIGINAL TOWN OF NORTH SPRINGFIELD, in the City of Springfield, Greene County, Missouri.

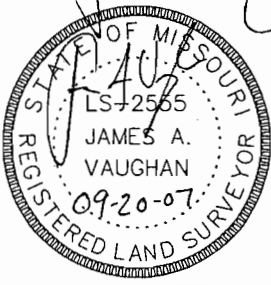


DECLARATION:

Global Link Land Surveying, Inc. hereby declares to SHERMAN AVE. PAC
 The information contained hereon is based on an actual survey of the land described above, which was performed to the best of corporate knowledge and belief in accordance with the minimum standards for property boundary surveys as promulgated for the state of Missouri by the Board of Architects, Professional Engineers and Land Surveyors; and the Missouri Department of Natural Resources; and based on information provided by the lender. Monuments and pins shown as set were placed under my personal supervision. Physical evidence of improvements as shown is from information obtained by visual inspection of the premises. Easements shown are those written, provided, or discovered and may not be all inclusive. Apparent ownerships as shown are those based on information provided by others and do not represent an opinion as to title. Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners. No attempt has been made as part of this survey to obtain or show data concerning existence, size depth, condition, capacity, or location of any underground utility. For information regarding these utilities please contact the appropriate agencies. No attempt has been made as a part of this boundary survey to obtain or show data concerning the existence of or the location of floodways and sinkholes. Existing fences are located at the corners of the property and may not be on a straight line between the corners. The location and/or existence of utility service lines to the property surveyed are unknown and are not shown.

James Vaughan
 James Vaughan, LS #2555

September 20, 2007
 Date:



THIS PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD AREA AS DETERMINED BY THE FLOOD INSURANCE RATE MAP # 290149 0006 B DATED 10-16-1991

0 30' 60'
 15' SCALE 1" = 30'

BASIS OF BEARINGS
 SOUTH LINE OF PROPERTY
 S 89°59'48" W
 Class of Property URBAN

Address: 819 E. PACIFIC ST
 Job number: 0709-040 Date: 9-20-2007
 Drawn by: L. LINK Checked by: J. Vaughan

— x — FENCE LINE
 ○ SET IRON PIN LS 2001020272-D
 ● -- EXISTING IRON PIN
 M = MEASURED DISTANCE
 P = PLATTED DISTANCE
 D = DEEDED DISTANCE

GLOBAL LINK
 Land Surveying, Inc.
 1817 W. Sunset St.
 Springfield, MO 65807
 Phone: (417) 883-0300
 Fax: (417) 883-0335
 www.globallinksurveying.com

Zoning & Subdivision Report

Planning & Development Department - 417/864-1611
840 Boonville Avenue - Springfield, Missouri 65801

ZONING VARIANCE NUMBER V-539

DATE: November 26, 2007

PURPOSE: To consider granting variances to Sections 4-1005.A, 4-1005.B and 4-1005.C of the Zoning Ordinance to allow a single-family home to be constructed on a lot located in a Single-Family Residential (R-SF) district.

BACKGROUND:

LOCATION: 819 East Pacific Street

APPLICANT: Sherman Avenue Project Area Committee, Inc.

BOARD'S AUTHORITY: Subsection 3-3500

RECOMMENDATION:

Staff does not make recommendations on variance requests. If the Board finds the request meets *all* the Standards for Variances listed in Exhibit D of this staff report, the Board should approve the variances; and if the Board finds the request does *not* meet all of Exhibit D's standards, the Board should deny the request.

FINDINGS:

1. The property is a legal, non-conforming parcel that was created prior to the current lot area and dimension requirements of the R-SF district.
2. Single-family dwellings are the principal use permitted in the R-SF district.
3. A single-family dwelling cannot be constructed on the property without the variances.
4. The property cannot be used for any other permitted use in the R-SF district and meet the current requirements of the R-SF district.
5. The conditions of the property are *generally* not applicable to most other properties in the R-SF district because most other properties in the city conform to the lot area and dimension requirements of the Zoning Ordinance
6. The variances would not allow the applicant to build any more than other property owners of lots in the R-SF district. As a result, there would not be a greater return or income for this property compared to similar properties.
7. If the property is not allowed to develop and remains vacant, the property will yield no reasonable return.
8. The current property owner did not create the hardship because the property was purchased in its current configuration.
9. There are other properties in the neighborhood that were subdivided in a similar manner to construct dwellings.

10. The R-SF district is intended primarily for single-family-detached dwellings. The Comprehensive Plan and the Mid-Town Neighborhood Plan designate this property for single-family residential uses.
11. The variance procedure is intended to provide relief for properties that have become nonconforming as a result of changes in development requirements if the current development regulations do not allow any use of the property.
12. The variances are the minimum variances necessary to allow the property to be used for a single-family dwelling.

STAFF CONTACT PERSON:

Matt Schaefer

Senior Planner; 417-864-1100

ZONING VARIANCE NO. V-539
EXHIBIT D

ORDINANCE AUTHORIZATION:

The following excerpt from the Zoning Ordinance sets the parameters of the Board of Adjustment's authority in ruling on this application:

Subsection 3-3503. **Standards for Variances.** The Board of Adjustment shall not vary the regulations of this Article as authorized above unless and until it shall make written findings based upon the particular evidence presented to it in each specific case that:

- A. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in an unnecessary hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulations were carried out; and

APPLICANT'S RESPONSE:

Currently the vacant residential lot is non-buildable due to being less than 4,000 sq. ft. in area. Without variance, the owner cannot develop the lot and remains a burden for maintenance. By granting a variance, the Sherman Avenue project Area Committee, inv. (SPAC), subgrantee to the City of Springfield's CDBG program, can proceed to acquire the lot from the Assemblies of God Foundation (Owner) and develop a 2-BR affordable rental property. The applicant has entered into a Real Estate Contract with Owner to acquire, subject to granting of variance.

STAFF COMMENT:

The property is a legal, non-conforming parcel that was created prior to the current requirements for lots of the R-SF district. The property does not meet the current area, width or depth requirements for the R-SF district. Single-family dwellings are the principal use permitted in the R-SF district. The applicant cannot construct a single-family dwelling on the property without the variances. The property owner cannot use the property for any other permitted use in the R-SF district and meet the current requirements of the R-SF district.

- B. The conditions upon which the petition for a variance is based would not be applicable, generally, to other property within the same zoning classification; and

APPLICANT'S RESPONSE:

A petition for variance for the subject lot is not peculiar to the property since adjoining properties are similar in size and design to proposed development. (See attached front elevations.) There are numerous nonconforming properties in the neighborhood.

STAFF COMMENT:

The conditions of the property are *generally* not applicable to most other properties in the R-SF district because most other properties in the city conform to the lot area and

dimension requirements of the Zoning Ordinance. There are other nonconforming properties in the neighborhood because this is an older neighborhood that was originally developed prior to the adoption of the first Zoning Ordinance and Subdivision Regulations. The variance procedure is intended to provide relief for properties that have become nonconforming as a result of changes in development requirements if the current development regulations do not allow any use of the property.

- C. The purpose of the variance is not based exclusively upon a desire to enhance the value of the property, or increase the return or income therefrom; and

APPLICANT'S RESPONSE:

Basic purpose of the petition for variance is to permit Applicant to purchase and develop the lot for affordable housing which is needed in the Mid Town area. The property would be rented in accordance with the City's Affordable Housing Agreement with SAPAC.

STAFF COMMENT:

Approval of the variances would allow the applicant to construct a single-family dwelling on the property in conformance with all other requirements of the R-SF district. The variances would not allow the applicant to build any more than other property owners of lots in the R-SF district. As a result, there would not be a greater return or income for this property compared to similar properties.

- D. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located; and

APPLICANT'S RESPONSE:

Without a variance, subject property would remain vacant and deny the neighborhood of standard quality rental housing.

STAFF COMMENT:

The property cannot be used in its current configuration for a single-family dwelling without approval of the variances. If the property is not allowed to develop and remains vacant, the property will yield no reasonable return.

- E. The alleged hardship has not been created by any person presently having an interest in the property; and

APPLICANT'S RESPONSE:

The vacant lot is the result of a major fire a few years ago which destroyed the original structure. Owner is not interested in redevelopment and desires to sell to applicant. SAPAC has a commitment to the City of Springfield to provide affordable housing in the inner city area.

STAFF COMMENT:

The property is a legal parcel in that it was created many years ago prior to the current Zoning Ordinance. The current property owner purchased the property in its current configuration.

- F. The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located, or diminish or impair the values thereof; and

APPLICANT'S RESPONSE:

Granting a variance would not be detrimental to the neighborhood. The proposed dwelling is designed to be an asset to the area and will enhance property values.

STAFF COMMENT:

The property has existed for some time and until recently had a dwelling on it. There are other properties in the neighborhood that were subdivided in a similar manner to construct a dwelling. The proposed dwelling will meet all other requirements of the Zoning Ordinance.

- G. The proposed variance will not impair an adequate supply of light and air to adjacent property, or cause or substantially increase congestion in the public streets, or increase the danger of fire or the spread of fire, or endanger the public safety; and

APPLICANT'S RESPONSE:

Proposed improvement will not diminish light or air from adjoining properties and would not endanger public health, safety and welfare.

STAFF COMMENT:

The property has existed for some time and until recently had a dwelling on it. There are other properties in the neighborhood that were subdivided in a similar manner to construct a dwelling. The proposed dwelling will meet all other requirements of the Zoning Ordinance.

- H. The variance, if granted, will not alter the essential character of the neighborhood, and

APPLICANT'S RESPONSE:

Variance will not alter or affect residential character of the neighborhood. Often vacant residential lots not buildable can create blighting influences due to lack of maintenance and care.

STAFF COMMENT:

The property has existed for some time and until recently had a dwelling on it. There are other properties in the neighborhood that were subdivided in a similar manner to construct dwellings. The proposed dwelling will meet all other requirements of the Zoning Ordinance.

- I. The variance requested is consistent with the purposes and intent of this Article and the *Springfield Comprehensive Plan*.

APPLICANT'S RESPONSE:

The request for variance to provide affordable housing in the area is consistent with the Affordable Housing Element of Vision 20/20 and conforms to the Comprehensive Plan for the City of Springfield as a whole.

STAFF COMMENT:

The R-SF district is intended primarily for single-family-detached dwellings. The Comprehensive Plan and the Mid-Town Neighborhood Plan designate this property for single-family residential uses.

EXHIBIT E
BACKGROUND REPORT
ZONING VARIANCE NO. V-539

APPLICANT'S PROPOSAL:

The applicant is asking permission to develop a property that is not in conformance with Subsections 4-1005.A, 4-1005.B and 4-1005.C of the Zoning Ordinance. Below is how the applicant described the request on the application form submitted:

- A. Applicant petitions for the variance of 4,000 square foot minimum lot area and proposes to construct a 2-BR dwelling of approximately 950 sq. feet (See attached floor plan). All lot requirements can be met provided regulations at Subsection 5-1301A apply (See attached plot plan).
- B. The zoning district is R-SF.
- C. Vacant lot is less than 4,000 sq. ft. (43' × 64'). Proposed residential development is compatible to adjoining properties.
- D. Without variance, lot will remain undeveloped. Applicant's Real Estate Contract with Owner is subject to granting of variance and building permit issued. Owner does not wish to develop.
- E. Permit construction of a 2-BR dwelling on a lot less than 4,000 sq. ft., subject to all yard requirements being met. Applicant proposes to use Subsection 5-1301.A of Regulations regarding front yard setback equivalent to adjoining properties.

ORDINANCE AUTHORIZATION:

The Board of Adjustment has the authority to approve variances only if it finds that the request meets each of the Standards for Variance listed in Subsection 3-3503.

ZONING ORDINANCE:

3-3505. **Burden on Applicant.** The applicant for a variance shall bear the burden of producing evidence establishing that the requested variance satisfies the standards set out in *Subsection 3-3503*.

Section 5-1700. **Nonconformities.**

5-1701. **Purpose.** Within the districts established by this Article, there exist buildings and uses that could not be built or established under this Article but that were lawful when built or established under the provisions of a prior ordinance. Future amendments to this Article may be expected to create additional such nonconformities.

The purpose of this section is to recognize the legitimate interests of those who have lawfully established structures or uses which are nonconforming by permitting such nonconformities to be continued. However, nonconformities do substantially and adversely affect the orderly development, maintenance, use, and taxable value of other property in their vicinity—property that is itself subject to

the zoning regulations. Therefore, it is necessary to subject nonconforming buildings and uses to restrictions that are designed to prevent the expansion or extension of such buildings and uses and to enhance the probability that such buildings and uses will eventually be converted to conforming buildings and uses.

5-1702. Nonconforming Lots of Record. (G.O. 5345, 1/26/2004)

A. In the R-SF, R-TH, and R-MHC Residential Districts.

1. In the R-SF, R-TH, and the R-MHC Residential Districts, notwithstanding the regulations imposed by any other provision of this Article, a single-family-detached dwelling which complies with the restrictions in *Section 5-1702.B* may be erected on a lot that is not less than forty (40) feet in width and that consists entirely of a tract of land that:

- a. Has a lot area of not less than four-thousand (4000) square feet;
- b. Is shown by a recorded plat or deed to have been created prior to December 5, 1956 when the creation of a lot of such size dimensions at such location would not have been prohibited by this Article; and
- c. Fronts on a local or collector street or can be provided with vehicular access via an alley.

If the nonconforming lot or lots were altered following the December 5, 1956 adoption of this Article so as to make each nonconforming, the lot or lots must be combined to create one or more conforming lots before a single-family-detached dwelling can be erected.

ADJACENT PROPERTY OWNER COMMENTS:

Twenty (20) property owners are within 185 feet of this site and have been notified of this action. None has contacted staff to date.

STAFF COMMENTS:

1. The applicant was originally told by staff to apply for a variance from Subsection 5-1702, Nonconforming Lots of Record. After the application was filed, staff determined that variances are actually needed from Subsections 4-1005.A, 4-1005.B and 4-1005.C of the R-SF district.



v-539
Case Number: _____
Date Filed: 11/01/07
Received By: ADD
Application Fee: \$670.00*
Recording Fee: \$27.00
Total Fee: \$697.00

**APPLICATION FOR BOARD OF ADJUSTMENT
ZONING VARIANCE**

The signers of this application request that the Board of Adjustment of the City of Springfield, Missouri, approve a variance from the strict application of the terms of the *Springfield Zoning Ordinance* on the following described property:

LAND DESCRIPTION (an attached sheet may be used):

The West Forty-Three (43) feet of Lot Six (6) and the West Forty-Three (43) feet of the South Seven (7) feet of Lot Five (5), Block Twenty Four (24) in the Original Town of North Springfield, in the City of Springfield, Greene County, Missouri.

This property is located at 819 E. Pacific Street

It is requested that a hearing be held in this matter, in which the applicant may appear in person or by agent or by attorney, and present to the Board sufficient evidence upon which the Board may make the findings required by such *Zoning Ordinance* in the granting of such Variance. The applicant requests that the Board vary the provisions of the following Section(s) of the Springfield Zoning Ordinance because strict and literal enforcement of its provisions would result in unusual difficulty or hardship:

Section(s) which should be varied: Subsection 5-1702(A) (1) (a), 4,000 sq. ft. lot area.

Answer the following in writing (attached sheets may be used):

- A. List the specific provisions or requirements of the Zoning Ordinance which prevent the proposed construction on, or use of the property:
Applicant petitions for the variance of 4,000 minimum lot area and proposes to construct 2-BR dwelling of approximately 950 sq. feet. (See attached floor plan). All lot requirements can be met provided regulations at Subsection 5-1301A apply (See attached plot plan).
- B. List the existing zoning district classification of the property: RSF, Single Family Residential
- C. List the special conditions, circumstances or characteristics of this land, building or structure that prevent compliance with the above requirements of the Zoning Ordinance:
Vacant lot is less than 4,000 sq. ft. (43' x 64'). Proposed residential development is compatible to adjoining properties.
- D. List the particular hardship which would result if the specified provisions or requirements were to be applied to this property:
Without variance, lot will remain undeveloped. Applicant's Real Estate Contract with Owner is subject to granting of variance and building permit issued. Owner does not wish to develop.
- E. State the extent to which it would be necessary to vary the requirements of the Zoning Ordinance in order to permit the proposed construction on, or use of the property:
Permit construction of 2-BR dwelling on a lot less than 4,000 sq. ft., subject to all yard requirements being met; Applicant proposes to use Subsection 5-1301A of Regulations regarding front yard setback equivalent to adjoining properties.
- F. Explain how the requested variance conforms to each of the standards set out in Subsection 3-3503 of the *Springfield Zoning Ordinance* (attached). A written response to these standards must be attached to this application.

(Continued on reverse side)

We, the undersigned, do attest to the truth and correctness of all facts and information presented with this application.

CURRENT PROPERTY OWNER'S NAME(S):

Name of current property owner(s) Assemblies of God Foundation
(please print)

If corporation: Corporate official: William A. Hunt, Jr., Vice President
(please print)

Mailing Address: 1661 North Boonville; Springfield, MO 65803

Telephone Number: 417-520-3220 Fax number: 417-447-2439

PROPERTY OWNER'S SIGNATURE:

ASSEMBLIES OF GOD FOUNDATION

By: 
William A. Hunt, Jr., Vice President

APPLICANT'S NAME (If different than owner):

Name of Applicant: Sherman Avenue Project Area Committee, Inc.
(please print)

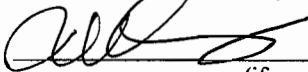
If corporation: Corporate Official: Ron Conway, Chairman
(please print name and title)

(Corporate Seal)

Mailing address: 1228 N. Sherman; Springfield Zip code: 65802

Telephone number: 417-865-1203 Fax number: 417-864-1030

APPLICANT'S SIGNATURE (If different than owner):

 Chairman
(if corporation, need signature of one official)

*Fees are non-refundable

Zoning and Subdivision Services, Planning and Development Department
840 Boonville, P.O. Box 8368
Springfield, MO 65801
(417) 864-1611 Fax: (417) 864-1882

ZVarApp.wpd

BA-002

6/20/2007

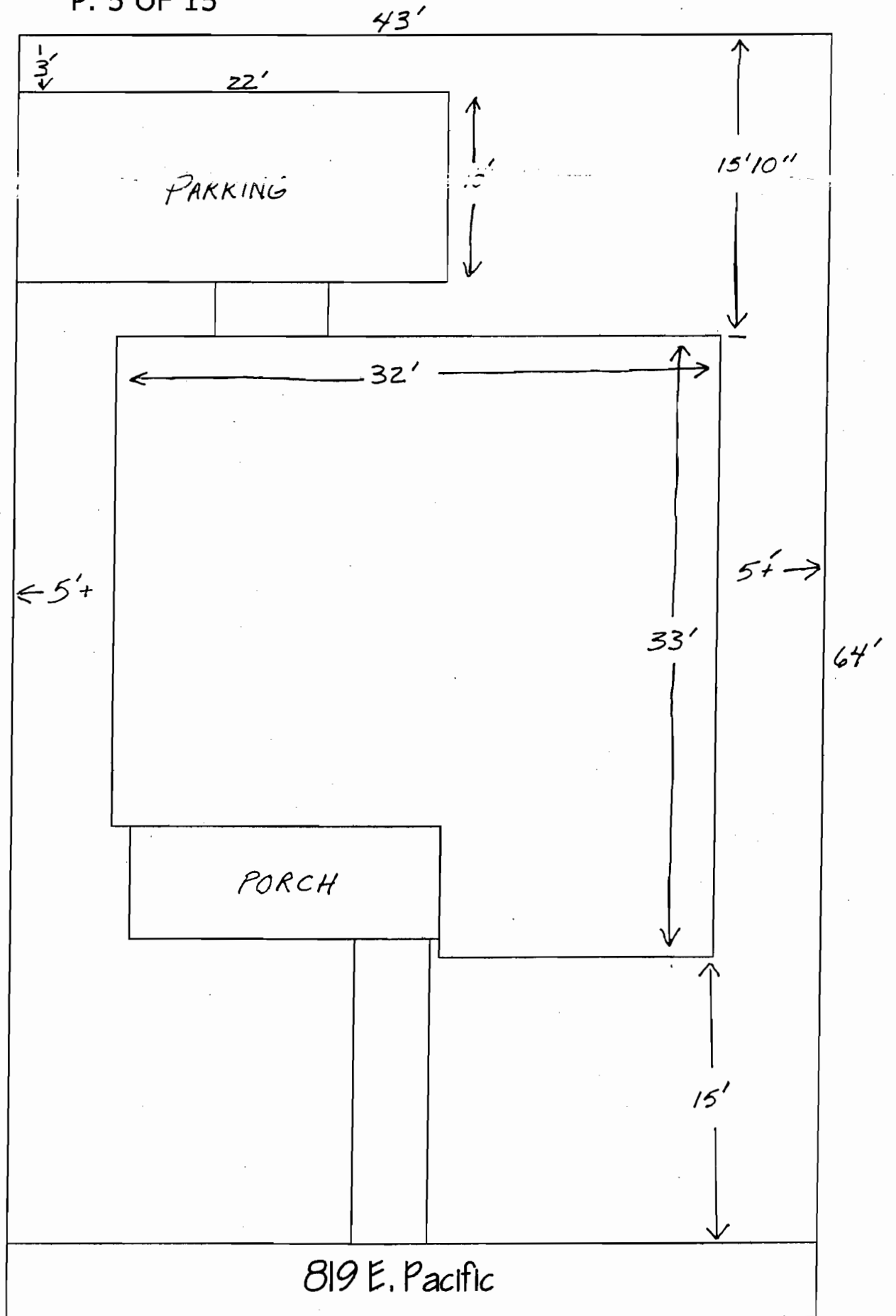
V-539
EXHIBIT F
P. 2 OF 15

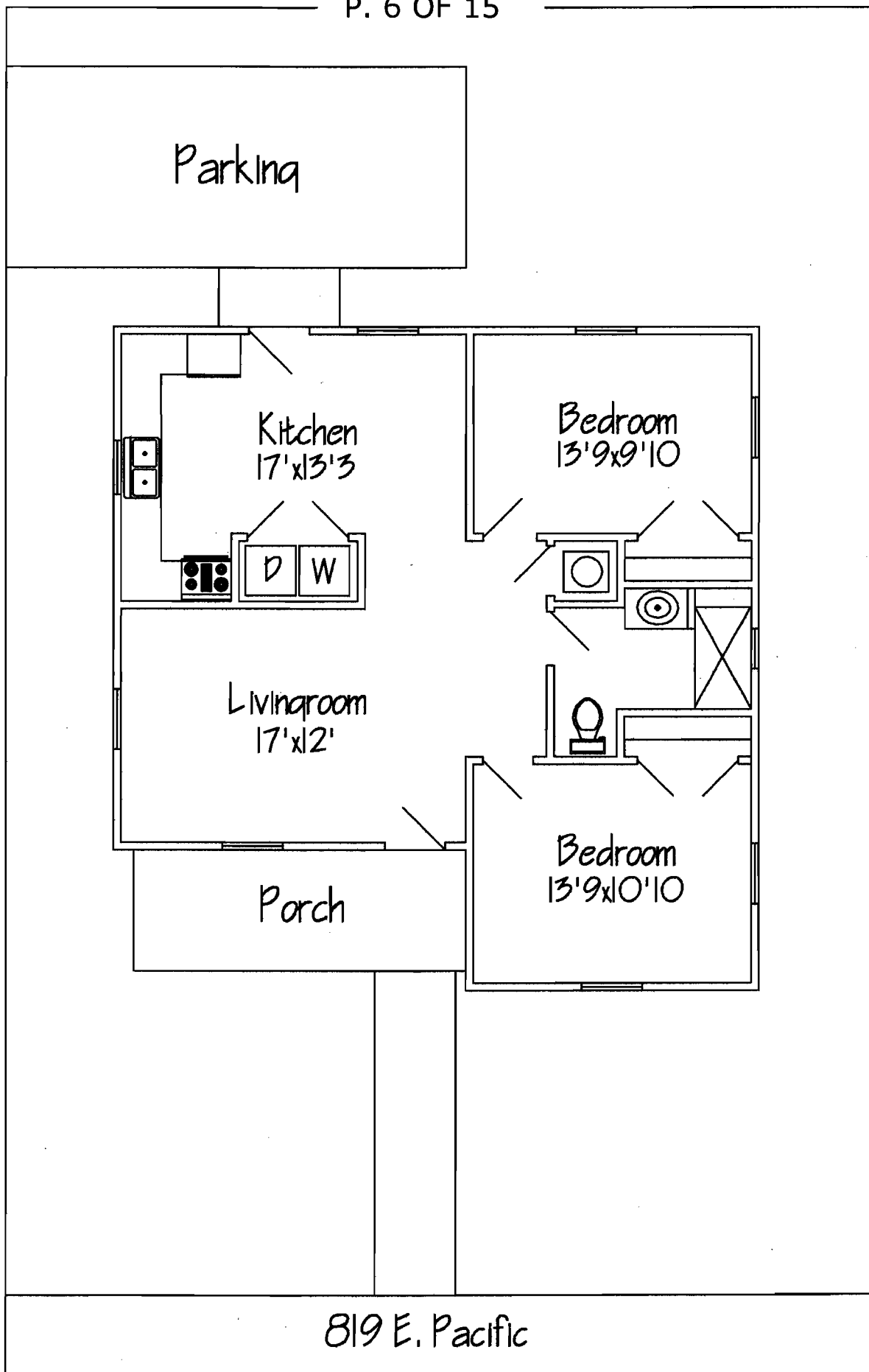
Attach written responses to these standards to the application:

- 3-3503. **Standards for Variances.** The Board of Adjustment shall not vary the regulations of this Article as authorized above unless and until it shall make written findings based upon the particular evidence presented to it in each specific case that:
- A. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in an unnecessary hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulations were carried out; and
 - B. The conditions upon which the petition for a variance is based would not be applicable, generally, to other property within the same zoning classification; and
 - C. The purpose of the variance is not based exclusively upon a desire to enhance the value of the property, or increase the return or income therefrom; and
 - D. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located; and
 - E. The alleged hardship has not been created by any person presently having an interest in the property; and
 - F. The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located, or diminish or impair the values thereof; and
 - G. The proposed variance will not impair an adequate supply of light and air to adjacent property, or cause or substantially increase congestion in the public streets, or increase the danger of fire or the spread of fire, or endanger the public safety; and
 - H. The variance, if granted, will not alter the essential character of the neighborhood; and
 - I. The variance requested is consistent with the purposes and intent of this Article and the *Springfield Comprehensive Plan*.

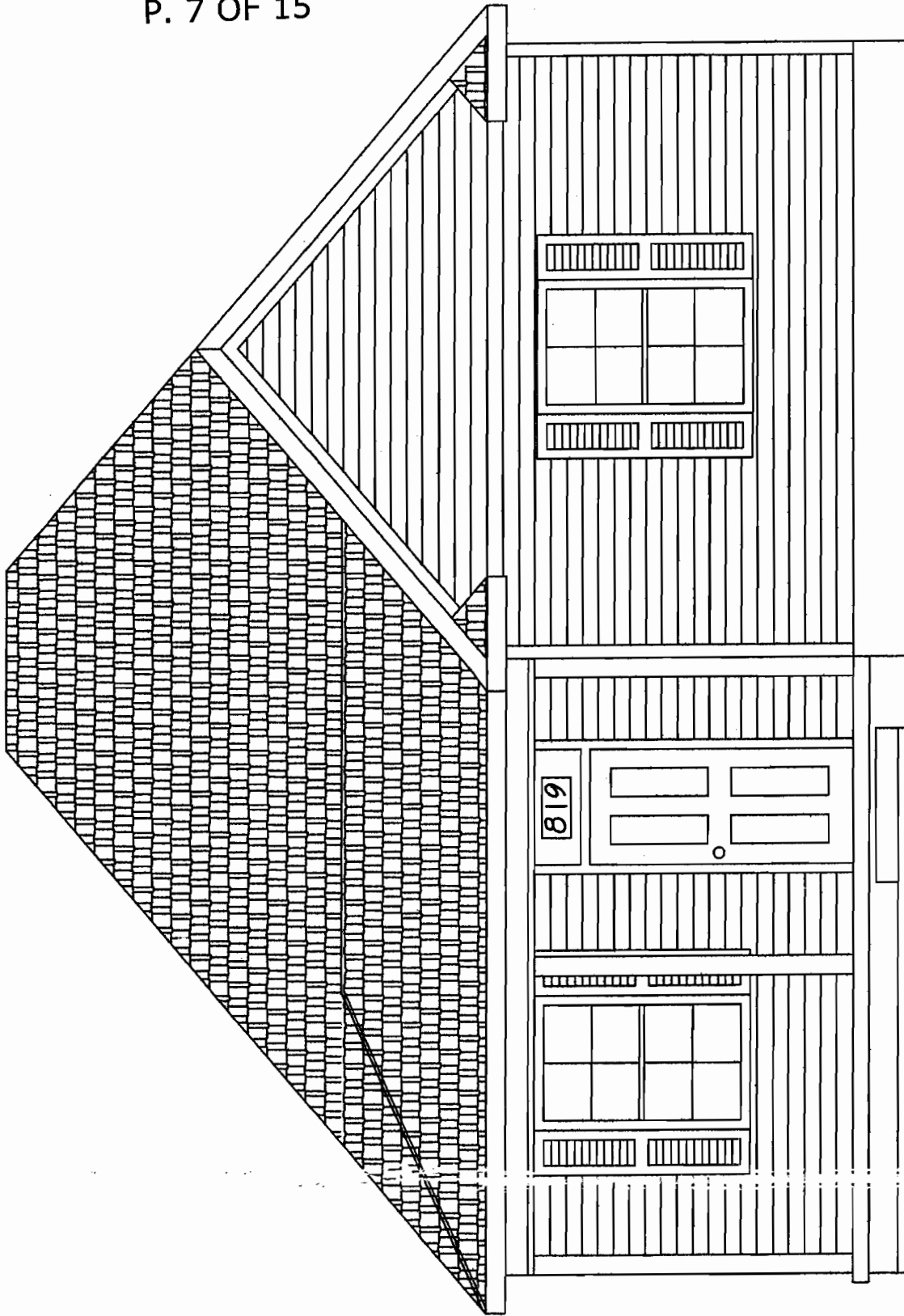
STANDARDS FOR VARIANCE, Subsection 3-3503 Zoning Ordinance

- A. Currently the vacant residential lot is non-buildable due to being less than 4,000 sq. ft. in area. Without variance, the owner cannot develop the lot and remains a burden for maintenance. By granting a variance, the Sherman Avenue Project Area Committee, Inc. (SAPAC), subgrantee to the City Of Springfield's CDBG Program, can proceed to acquire the lot from the Assemblies of God Foundation (Owner) and develop a 2-BR affordable rental property. The applicant has entered into a Real Estate Contract with Owner to acquire subject to granting of variance.
- B. A petition for variance for the subject lot is not peculiar to the property since adjoining properties are similar in size and design to proposed development. (See attached Front Elevations) There are numerous nonconforming properties in the neighborhood.
- C. Basic purpose of the petition for variance is to permit Applicant to purchase and develop the lot for affordable housing which is needed in the Mid Town Area. The property would be rented in accordance with the City's Affordable Housing Agreement with SAPAC.
- D. Without a variance, subject property would remain vacant and deny the neighborhood of standard quality rental housing.
- E. The vacant lot is a result of a major fire a few years ago which destroyed the original structure. Owner is not interested in redevelopment and desires to sell to Applicant. SAPAC has a commitment to the City of Springfield to provide affordable housing in the inner City Area.
- F. Granting a variance would not be detrimental to the neighborhood. The proposed dwelling is designed to be an asset to the area and will enhance property values.
- G. Proposed improvement will not diminish light or air from adjoining properties and would not endanger public health, safety and welfare.
- H. Variance will not alter or affect residential character of the neighborhood. Often vacant residential lots not buildable can create blighting influences due to lack of maintenance and care.
- I. The request for variance to provide affordable housing in the area is consistent with the Affordable Housing Element of Vision 20/20 and conforms to the Comprehensive Plan for the City of Springfield as a whole.

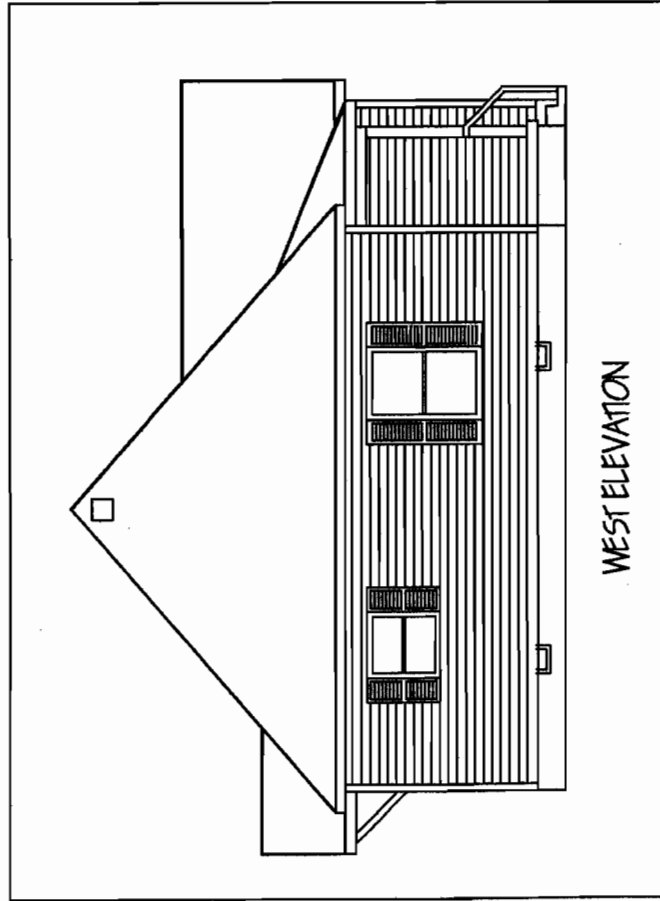
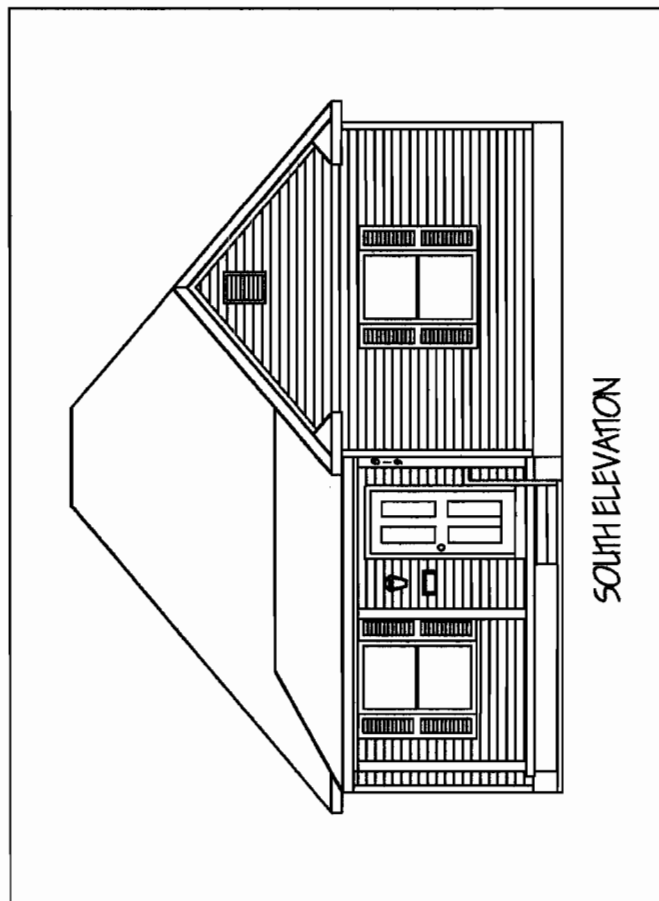
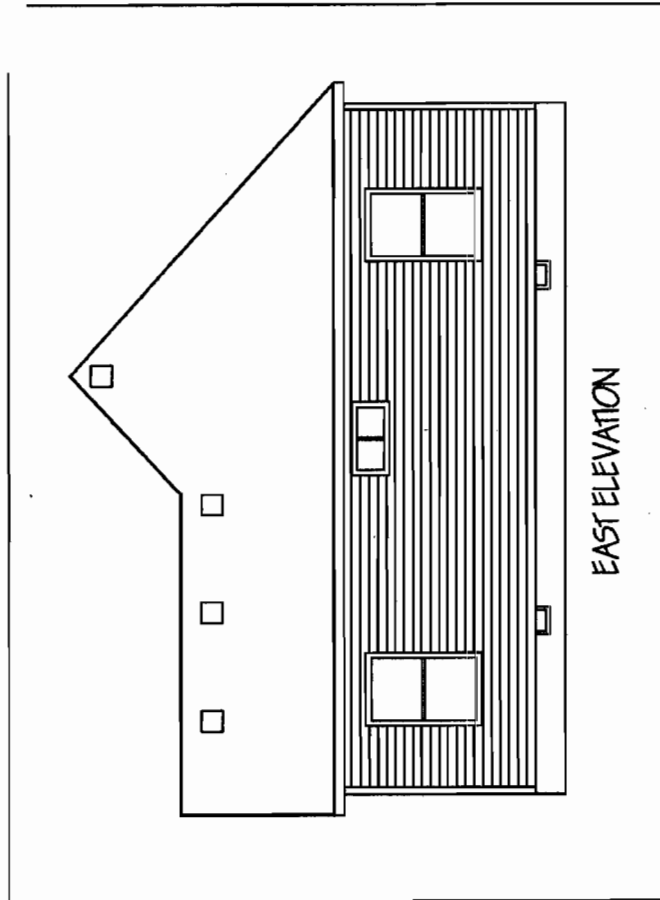
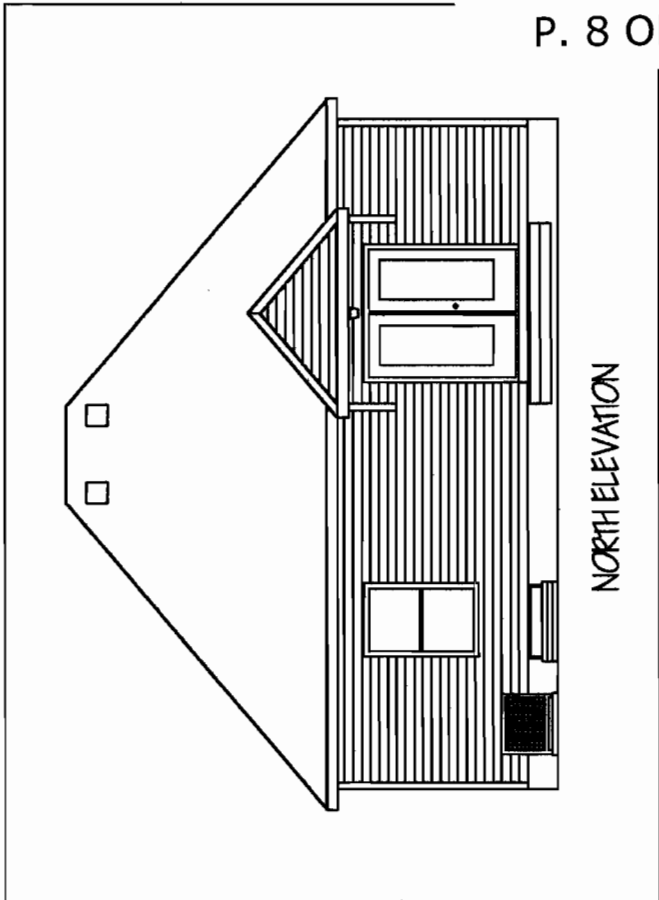




V-539
EXHIBIT F
P. 7 OF 15



819 E. PACIFIC



EFFECTIVE DATE	TERMINATION DATE	ADDENDA DATES	Contract No.
NAME, ADDRESS AND PHONE OF BUYER (SUBGRANTEE)		NAME, ADDRESS AND PHONE OF SELLER	
SHERMAN AVENUE PROJECT AREA COMMITTEE, INC. 840 BOONVILLE P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-1039		ASSEMBLIES OF GOD FOUNDATION REAL ESTATE SERVICES 1661 NORTH BOONVILLE AVENUE SPRINGFIELD, MO 65803 PHONE (417) 520-3220 FIN: 1625403	

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT, made as of the 26th day of October, 2007, between the Sherman Avenue Project Area Committee, Inc., a nonprofit corporation (hereinafter referred to as the "**Committee**"), and the Assemblies of God Foundation, a nonprofit corporation (hereinafter referred to as the "**Seller**").

WITNESSETH:

WHEREAS, the Committee has offered to buy and the Seller is willing to sell certain real property described in Exhibit A annexed hereto and made a part thereof (hereinafter called the "**Property**").

NOW, THEREFORE, for the considerations hereinafter expressed, the Committee agrees to buy and the Seller agrees to sell upon the terms and conditions as follows:

1. **SALE; PURCHASE PRICE.** The Committee agrees to pay the amount of Four Thousand Dollars (\$4,000.00) for the Property payable in cash or certified check.

2. **CONVEYANCE OF PROPERTY.**

(a) **Form of Deed.** The Seller shall convey title to the Property by Warranty Deed. The conveyance and title shall be subject to all provisions of this Agreement and the following:

- (i) Rights or claims of parties in possession not shown by public records.
- (ii) Encroachments, overlays, boundary line disputes or other matters which would be disclosed by an accurate current survey and inspection of the premises.
- (iii) Zoning or subdivision regulations.

- (iv) Those exceptions and easements shown on the Commitment for Title Insurance, Schedule B, if any.
- (v) The Property shall be vacant at the time of conveyance.

(b) Except as set forth herein, the Seller shall deliver the Warranty Deed and possession of the Property on December 31, 2007, or on such earlier date as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of Hogan Land Title Company. The Committee shall promptly record the Warranty Deed in the Recorder's Office, Greene County, Missouri and pay all costs relating to recordation.

(c) The current calendar year taxes shall be apportioned, if any, between the Committee and the Seller as of the date of delivery of the Warranty Deed.

(d) The Committee shall obtain a commitment to issue an owner's policy of title insurance in the amount of Four Thousand Dollars (\$4,000.00) naming the Committee as the insured, written by a title insurance company licensed in Missouri under the provisions of Chapter 381 of the Revised Statutes of Missouri, which policy shall insure the owner's title to be in accord with this Agreement, and which commitment shall provide that said policy shall be issued after the Seller's Warranty Deed shall be placed on record. After receipt of the title insurance commitment, the Committee shall have fifteen (15) days to examine said title insurance commitment and notify the Seller in writing of any objections thereto. If there are any objections to deficiencies in title, the Seller shall within a reasonable time correct such deficiencies in title, but if such deficiencies shall not be corrected within thirty (30) days after such notice, the Committee, at its election, may avoid this Agreement by written notice to the Seller. If the failure to obtain title insurance commitment is due to the fact that title defects cannot be corrected, then this Agreement shall be void, unless the Committee gives notice to the Seller in writing of its election to waive such defects, and if the Seller was in actual good faith, the Seller shall not be liable to the Committee for any damages.

(e) The Committee agrees to pay all reasonable and customary closing costs relating to the closing of the sale of the Property.

(f) If prior to the closing described above in subparagraph (b), the Committee is unable to receive satisfactory assurances in its reasonable judgment that it can obtain all necessary building permits and approvals from the City of Springfield, Missouri for the construction of a single family dwelling on the Property, then the Committee shall have the right to terminate this Agreement without liability.

(g) The Committee shall have the right, at its expense, to perform a survey of the Property.

3. **ENVIRONMENTAL HAZARDS.** Prior to closing, the Committee shall, at the Committee's sole expense, have the right up to sixty (60) days but not the duty to perform an environmental assessment to determine whether there exists on the Property any hazardous or otherwise regulated substance which might impose liability on the Committee as subsequent owner of the Property, and the Seller grants to the Committee a license to enter upon the land prior to the closing to perform such tests as the Committee deems appropriate. The Seller, to the best of their knowledge, represent that there exists on the Property no hazardous or otherwise regulated

substance which might impose liability on the Committee as subsequent owner of the Property. If, prior to closing, the Committee determines that there exists on the Property any hazardous or otherwise regulated substance which might impose liability on Committee as subsequent owner of the Property, then the Committee shall have the right to terminate this Agreement without liability. The Seller agrees to take any action necessary to prepare the Property so that an environmental assessment can be performed.

4. **REMEDIES.**

(a) **In General.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions by either party hereto, or any successor thereto, such party shall upon written notice from the other proceed immediately to cure or remedy such default or breach and in any event, shall cure or remedy such default or breach within sixty (60) days after receipt of such notice. In case such cure or remedy is not so undertaken and completed, the aggrieved party may institute such proceeding as may be necessary or desirable in its opinion, including specific performance, to cure and remedy such default or breach.

(b) **Prior to Conveyance.** If prior to the conveyance of the Property, the Seller assigns or attempts to assign any rights under this Agreement, or to convey title, then this Agreement and any rights of the Seller in this Agreement may at the option of the Committee be terminated by the Committee. In the event the Property is destroyed or partially destroyed by calamity including but not limited to fire, the Committee shall have the option of reducing the purchase price by any insurance proceeds available to the Seller or to claim said insurance proceeds and pay the full purchase price.

5. **CONFLICTS OF INTEREST.**

(a) No officer or employee of the Committee and no member of any board or the City Council of the City of Springfield shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. of the Revised Statutes of Missouri shall not be violated.

(b) No person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Springfield, who exercises or has exercised any functions or responsibilities with respect to CDBG activities, may have any interest in this Agreement, any subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

6. **PROVISIONS NOT MERGED WITH DEED.** No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the Committee, or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

7. **NOTICE.** Any notice provided for in this Agreement may be given by sending such notice by certified U.S. mail, and a notice so sent shall be deemed to have been received on the next business day subsequent to the day of mailing. It shall be sufficient if notices to the Committee are

addressed to Mr. Ron Conway, Chairman, Sherman Avenue Project Area Committee, Inc., 840 Boonville Avenue, P.O. Box 8368, Springfield, Missouri 65801-8368. It shall be sufficient if notices to the Seller are addressed to Assemblies of God Foundation, Real Estate Services, 1661 North Boonville Avenue, Springfield, Missouri 65803.

8. **HEADINGS.** The headings or captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement or any provision hereof.

9. **SEVERABILITY.** In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Agreement shall be declared invalid by the final and unappealed order, decree or Judgment of any court, this Agreement shall be construed as if such phrases, sentences, clauses, paragraphs or sections had not been a part hereof.

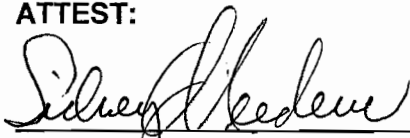
10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

11. **VENUE.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

12. **PRIOR AGREEMENT.** This Agreement supersedes and replaces in all respects the Contract for Sale of Real Estate dated September 4, 2007 between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

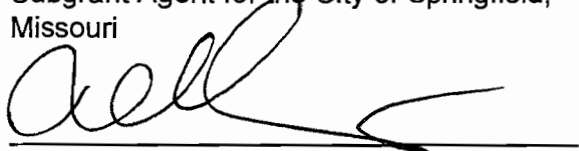
ATTEST:



Sidney Needem, Secretary

BUYER:

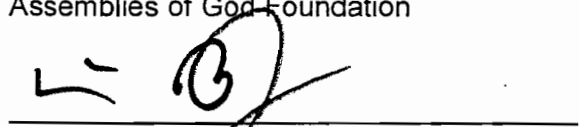
Sherman Avenue Project Area Committee, Inc.,
Subgrant Agent for the City of Springfield,
Missouri



Ron Conway, Chairman

SELLER:

Assemblies of God Foundation



William A. Hunt, Jr., Vice President

Approved as to Form:



Carson Elliff
Attorney for Committee

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance

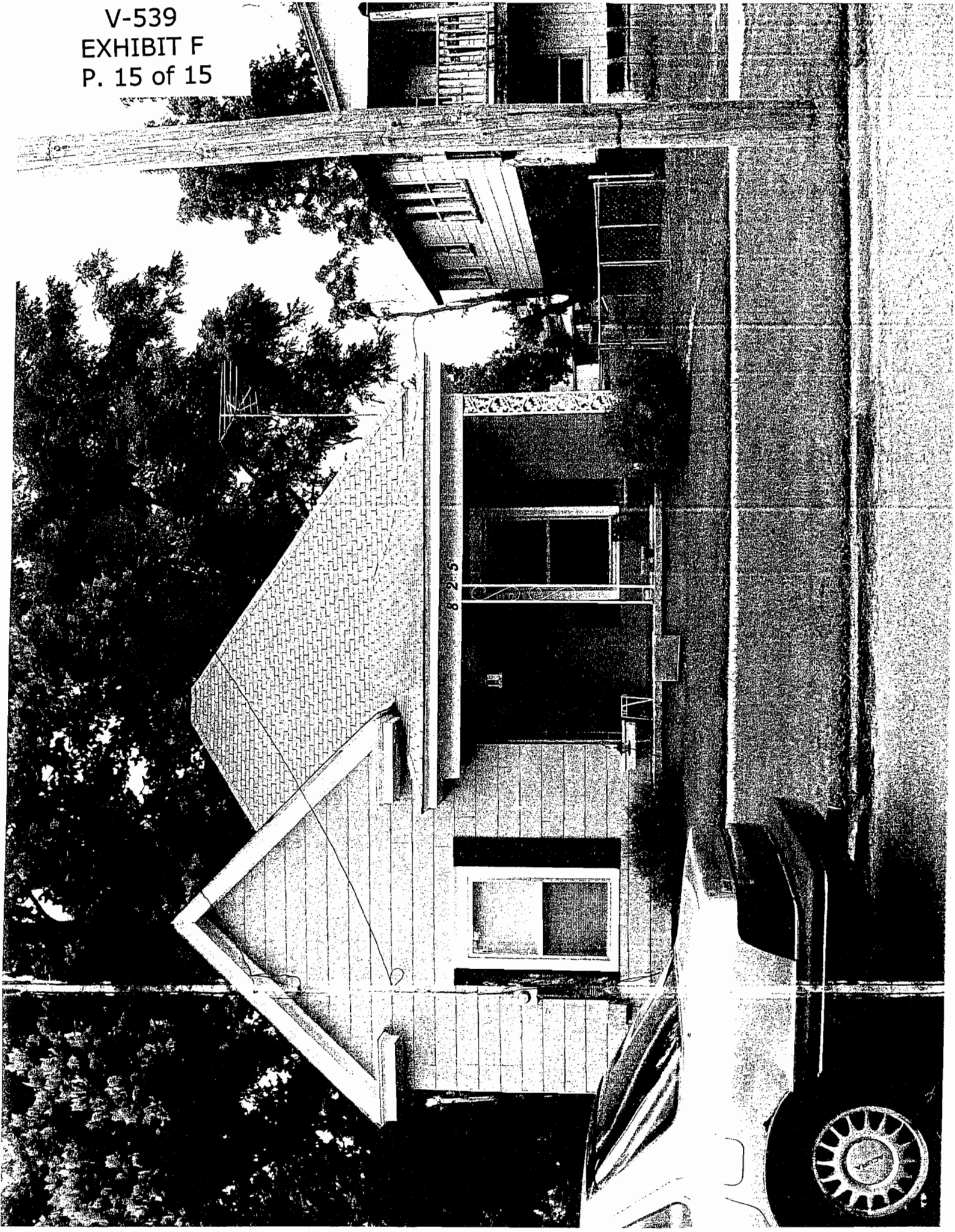
EXHIBIT A

Legal Description

The following described real estate situated in the County of Greene and State of Missouri
to-wit:

The West Forty-Three (43) feet of Lot Six (6) and the West Forty-Three (43) feet
of the South Seven (7) feet of Lot Five (5), Block Twenty-Four (24) in the ORIGINAL
TOWN OF NORTH SPRINGFIELD, in the City of Springfield, Greene County, Missouri.

V-539
EXHIBIT F
P. 15 of 15



ZONING VARIANCE NO. V-539
EXHIBIT G
PROPERTY DESCRIPTION

The west forty-three (43) feet of Lot Six (6) and the west forty-three (43) feet of the south seven (7) feet of Lot Five (5), Block Twenty-Four (24) in the Original Town of North Springfield, in the City of Springfield, Greene County, Missouri.