

SPECIAL WARRANTY DEED

This Deed is made and entered into as of this 27th day of May, 2022, by and between the STE. GENEVIEVE COUNTY CATHOLIC CHURCH REAL ESTATE CORPORATION, a Missouri nonprofit corporation, as Trustee under Indenture of Trust, St. Genevieve County Catholic Church Real Estate Trust dated June 23, 2003, whose address is 20 Archbishop May Drive, St. Louis, Missouri, (“Grantor”) and the City of Ste Genevieve, Missouri, whose address is 165 S. Fourth Street, Ste Genevieve, Missouri (“Grantee”).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Grantee, the receipt, sufficiency, and adequacy of which are hereby acknowledged, does by these presents BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described realty situated in the COUNTY OF STE. GENEVIEVE and STATE OF MISSOURI, to-wit:

See Exhibit A.

Subject to existing building lines, liens, easements, conditions, covenants and restrictions of record, and zoning regulations, and any general taxes for the calendar year in which this Deed is executed and thereafter, if any, and any special taxes becoming a lien after the date this Deed is executed, if any.

EASEMENT: A 30'-0" wide Access Easement, the exact location and description of which is to be mutually agreed upon by Grantor and by any owner, its successors, heirs and assigns of such party or parties forever, shall be provided as generally depicted on Exhibit B to provide access to the adjacent parcel and sports field.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the successors, heirs and assigns of such party or parties forever. Grantor hereby COVENANTS that Grantor shall and will forever WARRANT

AND DEFEND title to the real estate unto Grantee and Grantee's successors, heirs, and assigns against the lawful claims and demands of all persons claiming by, through, or under Grantor, but none other, and excepting, however, the general taxes for the calendar year 2021 and thereafter, and special taxes becoming a lien after the date of this Deed.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

GRANTOR:

STE. GENEVIEVE COUNTY CATHOLIC CHURCH REAL ESTATE CORPORATION, a Missouri nonprofit corporation, as Trustee under Indenture of Trust, St. Genevieve County Catholic Church Real Estate Trust dated June 23, 2003, whose address is 20 Archbishop May Drive, St. Louis, Missouri,

By: Rev. Msgr. Dennis R. Stehly, v. es
Rev. Msgr. Dennis R. Stehly

State of Missouri)
) SS.
County of St. Louis)

On this 27th day of May, 2022, before me personally appeared Rev. Msgr. Dennis R. Stehly, to me being personally known, who, being by me duly sworn did say that he is the President of The STE. GENEVIEVE COUNTY CATHOLIC CHURCH REAL ESTATE CORPORATION, a Missouri nonprofit corporation, as Trustee under Indenture of Trust, St. Louis Genevieve Catholic Church Real Estate Trust dated June 23, 2003, whose address is 20 Archbishop May Drive, St. Louis, Missouri, and that he has the authority to execute the foregoing instrument on behalf of The STE. GENEVIEVE COUNTY CATHOLIC CHURCH REAL ESTATE CORPORATION, a Missouri nonprofit corporation, as Trustee under Indenture of Trust, St. Genevieve County Catholic Church Real Estate Trust dated June 23, 2003, whose address is 20 Archbishop May Drive, St. Louis, Missouri, and acknowledges that he executed the same as his free act and deed and as the free act and deed of The ST. GENEVIEVE COUNTY CATHOLIC CHURCH REAL ESTATE CORPORATION, a Missouri nonprofit corporation, as Trustee under Indenture of Trust, St. Genevieve County Catholic Church Real Estate Trust dated June 23, 2003, whose address is 20 Archbishop May Drive, St. Louis, Missouri.

EXHIBIT A

LEGAL DESCRIPTION

Part of US Survey 3253 in Township 38 North, Range 9 East of the Fifth Principal Meridian in Ste. Genevieve County, Missouri. Also being part of a tract of land as recorded in Book 27 at Page 446. More particularly described as follows:

Commencing at a MLS Monument marking the Southeast Corner of US Survey 100; thence North 18 degrees, 21 minutes, 42 seconds West with the East Line of said Survey, 975.06 feet to an Iron Pin in the North Line of Progress Parkway marking the point of beginning; thence North 18 degrees, 21 minutes, 42 seconds West with the West Line of said US Survey 3253, 951.74 feet to a Stone; thence North 17 degrees, 43 minutes, 39 seconds West with said West Line, 197.87 feet to a MLS Monument; thence North 17 degrees, 30 minutes, 48 seconds West with said West line, 581.16 feet to a Stone marking the Southeast Corner of Lot 1 of said US Survey 3253; thence North 71 degrees, 41 minutes, 37 seconds East with North Line of said US Survey 3253, 1,595.25 feet to an Iron Pin, thence South 11 degrees, 42 minutes, 48 seconds West, 248.29 feet to an Iron Pin; thence South 00 degrees, 13 minutes, 04 seconds West; 392.85 feet to an Iron Pin; thence South 13 degrees, 03 minutes, 30 seconds West, 163.63 feet to an Iron Pin; thence South 24 degrees, 46 minutes 30 seconds West, 217.59 feet to an Iron Pin; thence South 01 degrees, 26 minutes, 20 seconds West, 168.30 feet to an Iron Pin; thence South 09 degrees, 38 minutes, 34 seconds East, 212.45 feet to an Iron Pin; thence South 00 degrees, 26 minutes, 25 seconds West, 235.68 feet to an Iron Pin; thence South 11 degrees, 09 minutes, 25 seconds East, 321.61 feet to an Iron Pin in the North Line of Progress Parkway; thence with said North Line of Progress Parkway, South 70 degrees, 30 minutes 29 seconds West, 422.45 feet to an Iron Pin; thence with a circular curve to the right having a radius of 969.94 feet for a length of 226.83 feet to an Iron Pin; thence South 83 degrees, 54 minutes, 27 seconds West, 172.59 feet to an Iron Pin; thence with a circular curve to the left having a radius of 1,029.94 feet for a length of 102.03 feet to the point of beginning.

Containing 49.04 acres.

Subject to any easements, reservations or restrictions of or not of record.

Part of U.S. Survey 3253, in Township 38 North,
 Range 9 East of the Fifth Principal Meridian in Ste. Genevieve County, Missouri
 (Survey Ordered by: Ste. Genevieve Catholic Parish)

EXHIBIT B



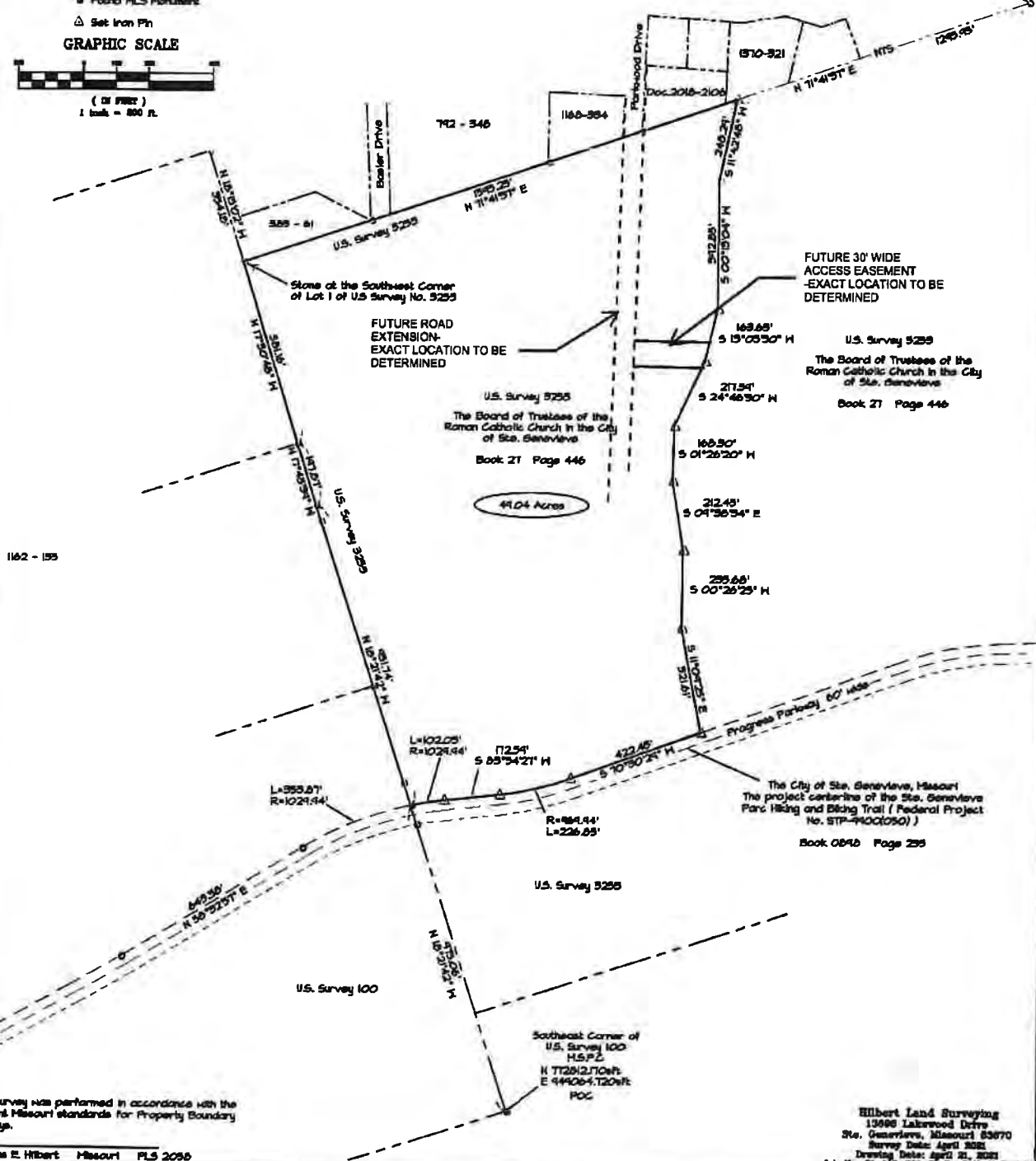
Grid North
 NAD 83 (2011) MO59 MO 2401
 Grid Factor: .99994470
 All distances shown are GRID

- LEGEND**
- Found Iron Pin
 - Found Stone
 - Found H.L.S Monument
 - △ Set Iron Pin



Pointe Base

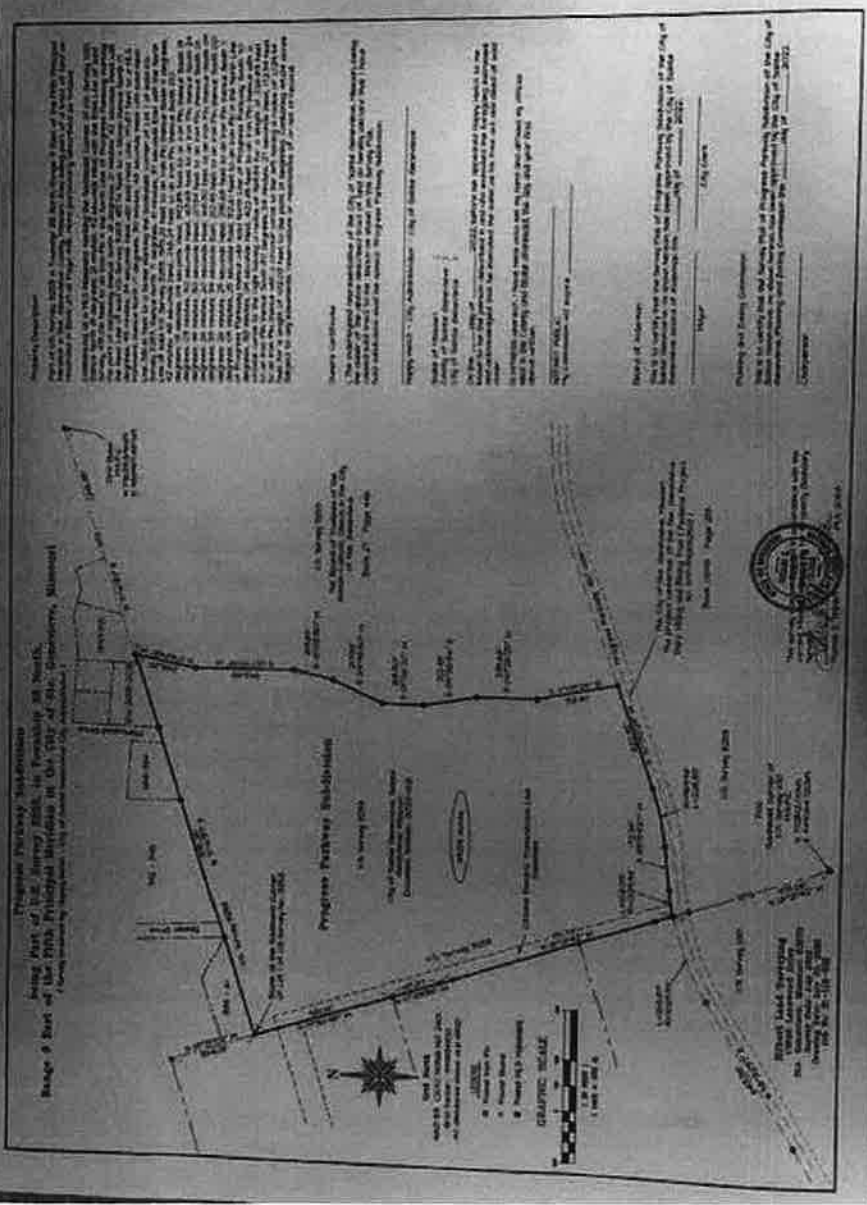
Drill Steel
 H.S.P.C.
 N 71°21'49" E
 E 450°67'48" W



This survey was performed in accordance with the current Missouri standards for Property Boundary Surveys.

Thomas E. Hilbert Missouri PLS 2056

Hilbert Land Surveying
 13688 Lakewood Drive
 Ste. Genevieve, Missouri 63670
 Survey Date: April 2022
 Drawing Date: April 21, 2022
 Job No: H-116-001-SteGenevieveCatholicParish



Platting and Survey Commission
 This is to certify that the above plat of Progress Parkway Subdivision of the City of St. Louis, Missouri, was duly and lawfully approved by the City of St. Louis, Missouri, Planning and Survey Commission on the _____ day of _____, 2022.

Mayor _____
 City Clerk _____

City of St. Louis
 Planning and Survey Commission

City of St. Louis
 Planning and Survey Commission

Platting and Survey Commission
 This is to certify that the above plat of Progress Parkway Subdivision of the City of St. Louis, Missouri, was duly and lawfully approved by the City of St. Louis, Missouri, Planning and Survey Commission on the _____ day of _____, 2022.

Mayor _____
 City Clerk _____

City of St. Louis
 Planning and Survey Commission

City of St. Louis
 Planning and Survey Commission

BILL NO. 4504

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BACON COMMERCIAL DESIGN IN AN AMOUNT OF \$8,780.00 FOR THE MECHANICAL AND ELECTRICAL ENGINEERING SERVICES FOR THE CITY HALL/COUNCIL CHAMBERS REMODEL PROJECT.

WHEREAS, the City of Ste. Genevieve ("City") desires to execute an agreement with Bacon Commercial Design ("BCD") to provide mechanical and electrical engineering services for redesigning the City Hall phase of the remodel project; and

WHEREAS, the remainder of the Board Room design work will be incorporated with this work and made one project plan when ready to go out for bid; and

WHEREAS, the building committee met with Mr. Bacon to review the design specifications for the city hall administrative area for remodeling; and

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve wishes to enter into an agreement with Bacon Commercial Design.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AS FOLLOWS:

SECTION 1. The Mayor of the City of Ste. Genevieve, Missouri is hereby authorized and directed to execute the Agreement with Bacon Commercial Design of Crystal City, Missouri in substantially the form attached as Exhibit "A" at a cost of eight thousand seven hundred eighty dollars (\$8,780.00).

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its date of passage.

SECTION 3. REPEALER. All ordinance and parts thereof in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

VOTE

**ALDERWOMAN KRISTI CLEGHORN
ALDERWOMAN SUSAN JOHNSON
ALDERMAN BOB DONOVAN
ALDERMAN MIKE JOKERST
ALDERMAN MIKE RANEY
ALDERMAN JEFF EYDMANN
ALDERWOMAN ASHLEY ARMBRUSTER
ALDERMAN JOE PRINCE**

__ YES __ NO __ ABSENT

APPROVED TO FORM:

Paul Hassler, Mayor

Mark Bishop, City Attorney

REVIEWED BY:

Pam Meyer, City Clerk

Happy Welch, City Administrator


AIA Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the nineteenth day of August
in the year two thousand twenty-two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
City of Ste. Genevieve, Missouri
165 South 4th Street
Ste. Genevieve, MO 63670

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)
Steven Bacon/Bacon Commercial Design LLC
100-A Bailey Rd; PO Box 605
Crystal City, MO 63019

for the following Project:
(Name, location and detailed description)
Remodel City Hall Offices & Council Chambers
165 South 4th Street; Ste. Genevieve, MO

Remodel the existing City Council Chamber:

- * Remove Storage areas at North as much as possible; leave existing ductwork in place;
- * New floor coverings; New Ceilings & Lighting;
- * Revise existing HVAC as needed to serve the revised/enlarged Council Chambers;
- * Create a new storage closet opposite the existing Mechanical Closet to remain;
- * Provide a bid alternate to replace existing glass block openings with new insulating window units.

Remodel City Hall Office area to north of Council Chamber and provide:

- * New private offices and small Meeting Room
- * New Storage Area
- * New Dropped Ceilings and Lighting
- * Revised/Augmented existing HVAC as needed

No plumbing work in this project.
No Exterior Work/Remodeling is contemplated in this project.

Plans to have adequate detail for AHJ Permit Review and Bidding by General Contractors.

The Owner and Architect agree as follows.

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Mechanical Engineering and Electrical Engineering

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

This
graph
not
applicable

~~During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.~~

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

A lump sum fee of eight thousand seven hundred eighty dollars (\$8,780.00) to include:

- * Architect Plans & Specs
- * ME Plans & Specs, and
- * Architect & Engineer assistance during bidding, and for review of bids received

The Owner shall pay the Architect an initial payment of five hundred and xx/100 dollars

(\$ ~~500.00~~) as a minimum payment under this Agreement. The initial payment shall be credited ~~to the final invoice~~ proportionately with progress.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ~~ten~~ percent (~~10.0~~ %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid ~~twenty-five~~ (~~25~~) days after the invoice date shall bear interest from the date payment is due at the rate of ~~three fourths of one~~ percent (~~0.750~~ %) per month, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond ~~eight~~ (~~8~~) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS


(Insert descriptions of other services and modifications to the terms of this Agreement.)

- Council Chamber remodel to proceed as shown in previous plans.
- City Hall Office remodel to proceed substantially as shown in attached Exhibit 'A'.
- No Site Work is anticipated or included.
- No detailed estimating or energy usage studies are included.
- No assessment of hazardous materials or their removal is included.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



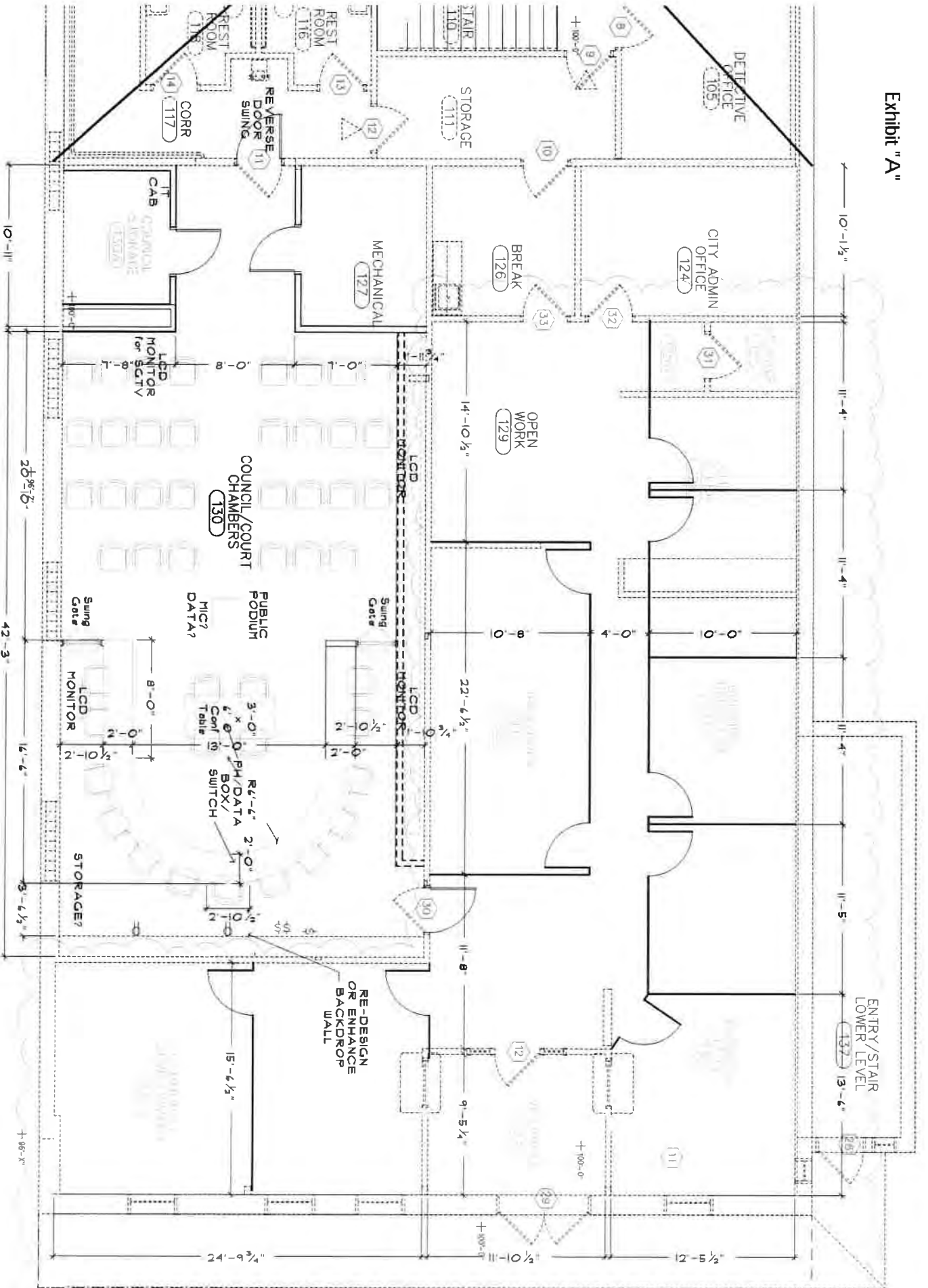
ARCHITECT (Signature)

Steven J. Bacon, Architect (A-7402)

(Printed name, title, and license number, if required)

Init.

Exhibit "A"



PHASE II FLOOR PLAN
 SCALE: 3/16" = 1'-0"
 PRINTED: 7/17/2022

