

THE HERITAGE SERIES

CAROLINA

Ranch | 2 Bedrooms | 2 Full Baths



Classic



Colonial



Craftsman



Traditional

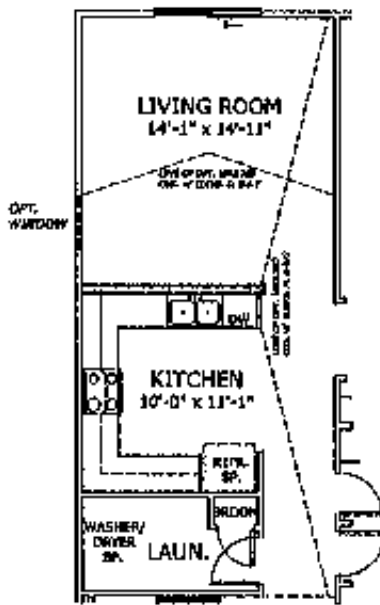


Modern Farmhouse



Rustic Craftsman

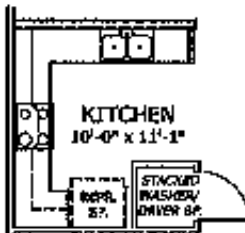
**MCBRIDE
HOMES**
Missouri's Largest Homebuilder



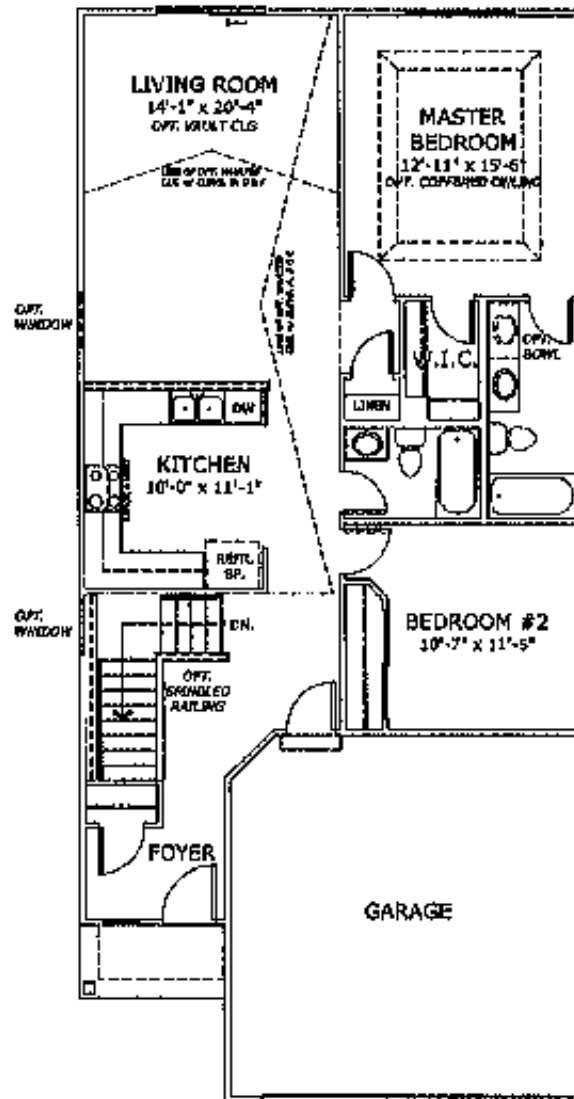
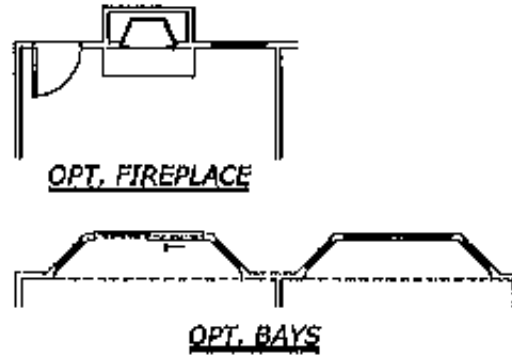
**OPT. 1st FLOOR
LAUNDRY #2**



**OPT. EXTENDED
FLUSH COUNTERTOP**



**OPT. 1st FLOOR
LAUNDRY #1**



FIRST FLOOR PLAN

BUILT BY McBRIDE HOMES, INC.

* Due to the expediency of changes in our design improvements process, there may be variations between these plans and the "as built" floor plans, including layout and room size, square footage of the residence itself, and the location and size of doors, windows, openings, door swings, and other building components, including the location of pools and beams.

McBride Homes, in its sole and absolute discretion, reserves the right to substitute materials of comparable quality.

These plans are the sole and absolute property of McBride Homes, Inc. The use or copying of these plans, without the express written consent of McBride Homes, is prohibited by law. McBride Homes may take immediate legal action against any unauthorized user of these plans.



THE HERITAGE SERIES

FIELDCREST

Two Story | 3 Bedrooms | 2 Full Baths | 1 Half Bath



Classic



Rustic Colonial



Modern Farmhouse



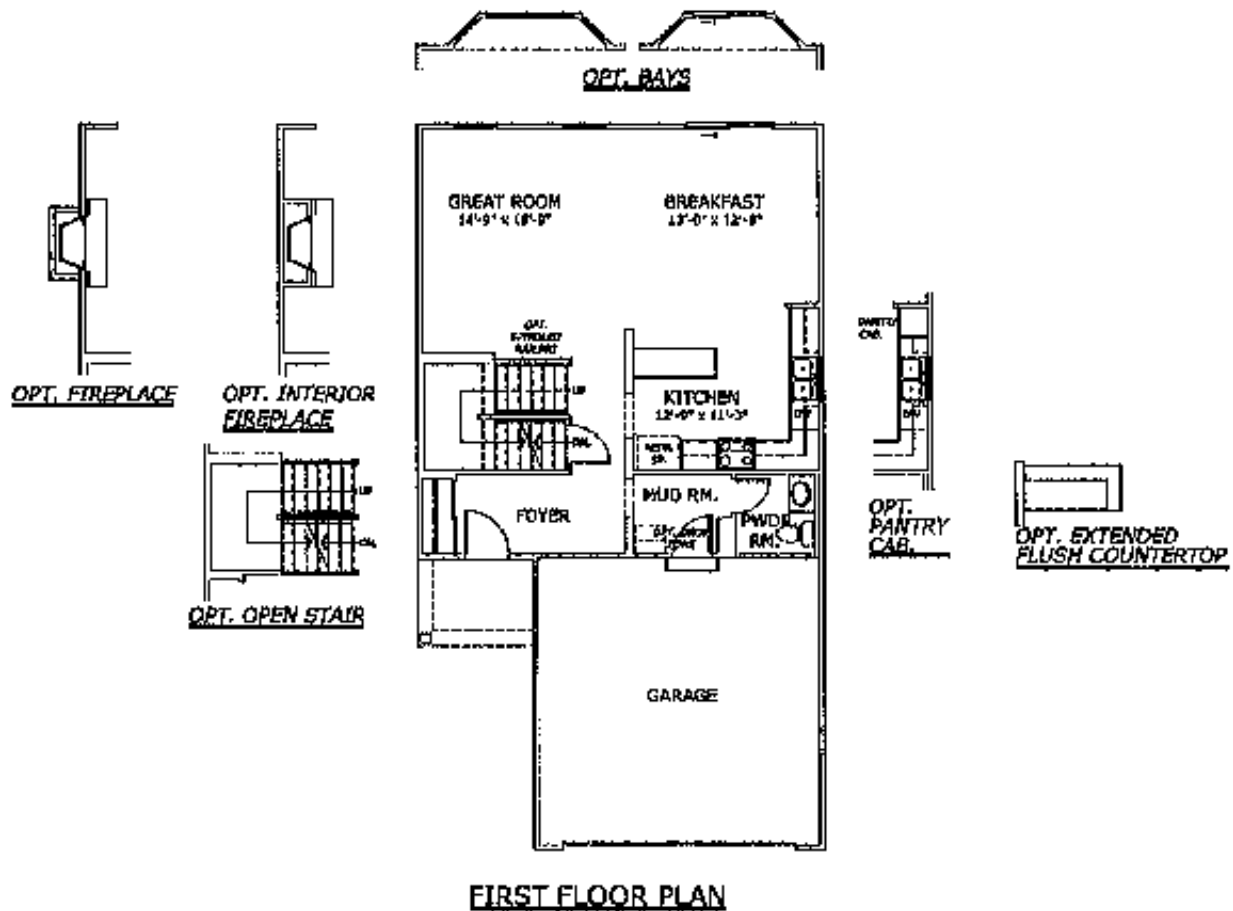
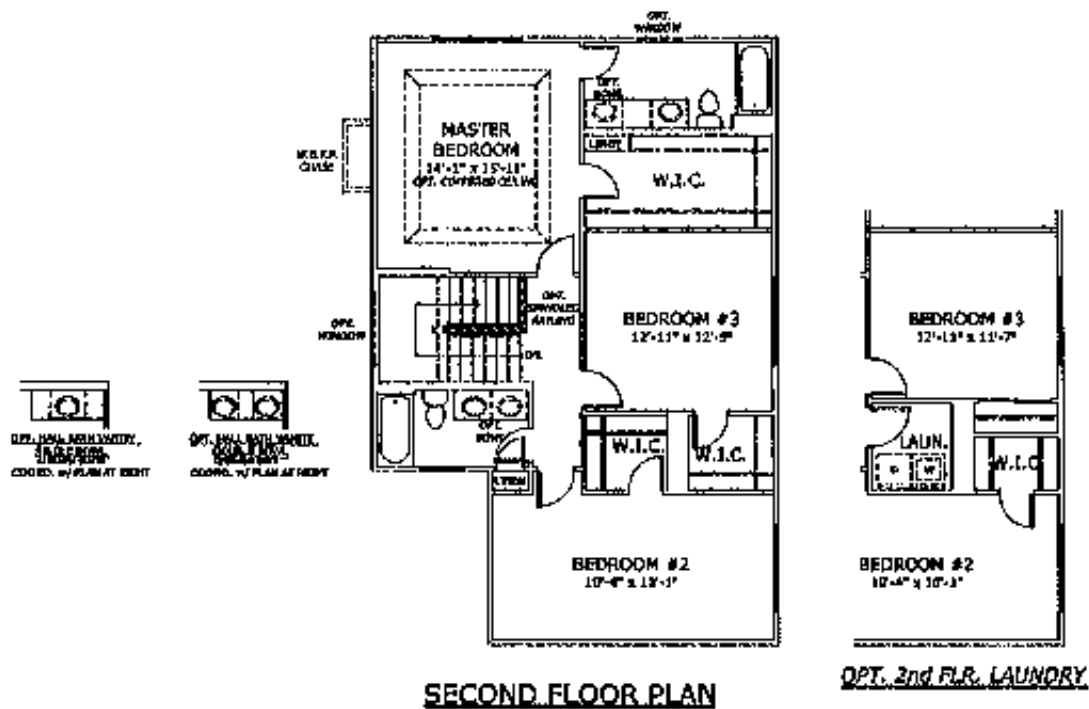
Craftsman



Traditional

**MCBRIDE
HOMES**

Missouri's Largest Homebuilder



BUILT BY McBRIDE & SON HOMES, INC.

* Due to the evolutionary changes in our design landscape, we've decided, for this study, to vary between "house and live" as built "floor plans, including layout and room sizes, as well as exchange of information, and use of the kitchen and play space, including opening, door openings, and other building components, including the location of posts and beams. Middle and Sun House. In its role and absolute design, we've reserved the right to substitute materials of comparable quality.

©2012 L.L. McBride & Son, Herman, LLC and McBride & Son Properties, LLC

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THE OAKWOOD SERIES

HERMITAGE II

Two Story | 4 Bedrooms | 2 Full Baths | 1 Half Bath



COUNTRY COLONIAL



COLONIAL II

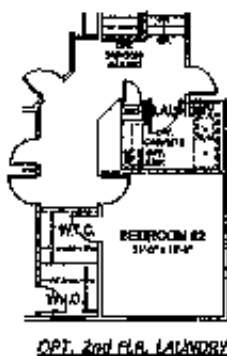
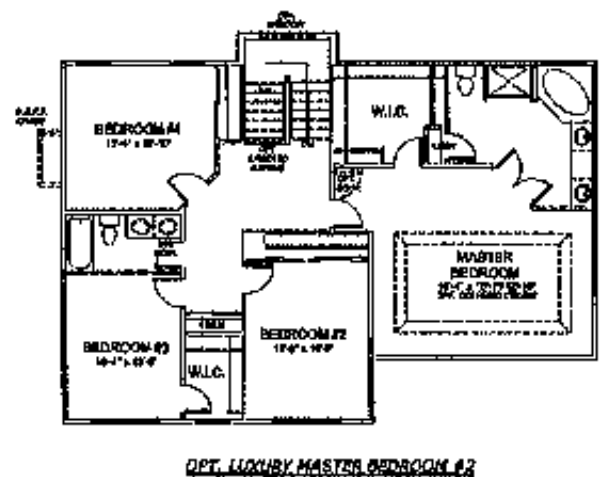
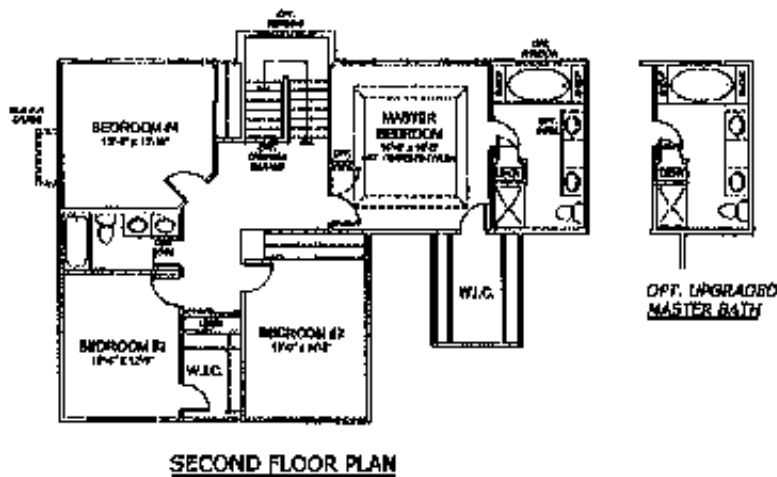
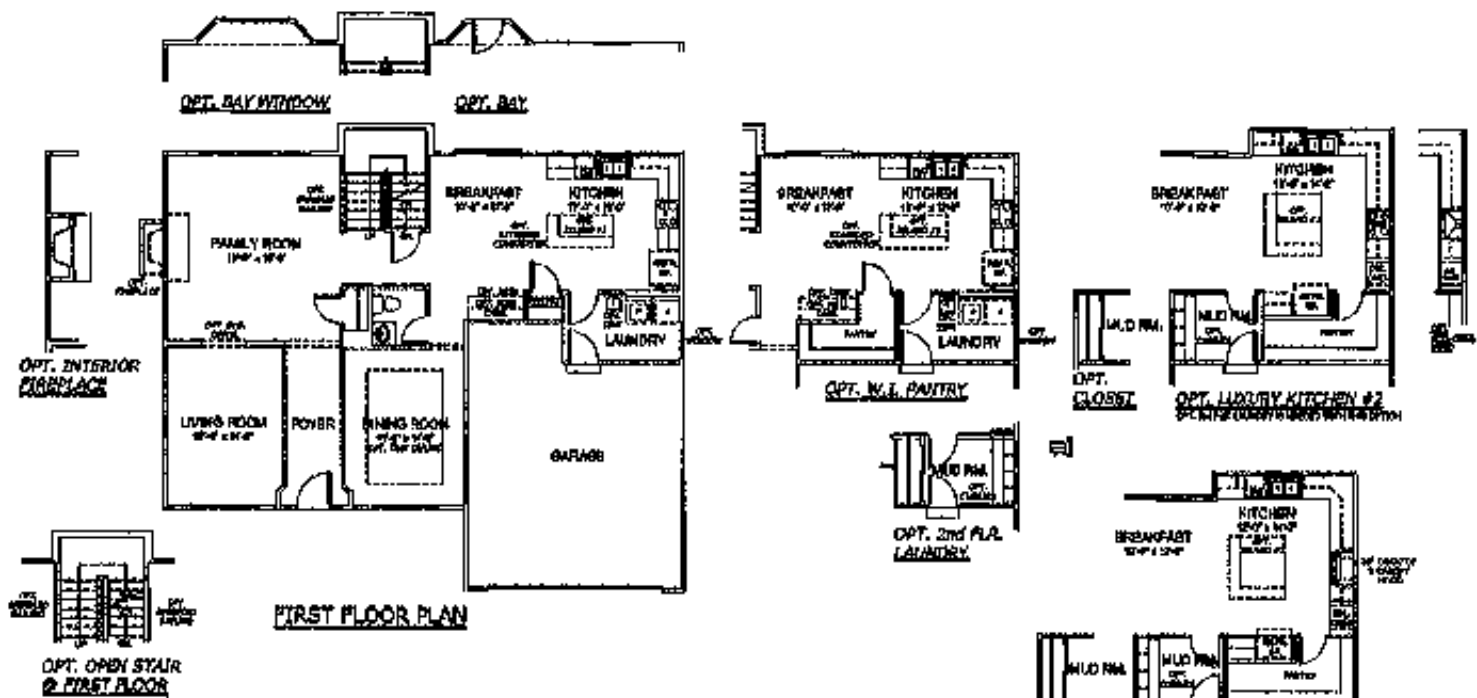


AMERICAN COLONIAL



TRADITIONAL II

**MCBRIDE
HOMES**
Missouri's Largest Homebuilder



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* Due to the evolutionary changes in our design/improvements process, there may be variations between these plans and the "as built" floor plans, including layout and room dimensions, including the location of doors, windows, openings, door swings, and other building components, including the location of posts and beams.

McBride & Son Homes, Inc. and its affiliates, reserves the right to substitute materials of comparable quality.

These plans are the sole and absolute property of McBride & Son Homes, Inc. The use or copying of these plans, without the express written consent of McBride & Son Homes, Inc. is prohibited. McBride & Son Homes, Inc. may take immediate legal action against any unauthorized user of these plans.



THE OAKWOOD SERIES

HICKORY

Ranch | 3 or 4 Bedrooms | 2 Full Baths



COUNTRY COLONIAL



COLONIAL I



COLONIAL II



PROVINCIAL

**MCBRIDE
HOMES**
Missouri's Largest Homebuilder

THE OAKWOOD SERIES

MAPLE EXPANDED

Ranch | 3 Bedrooms | 2 Full Baths



COUNTRY COLONIAL



CRAFTSMAN



COLONIAL



PROVINCIAL

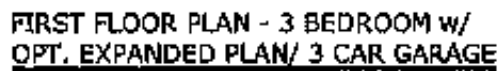


FARMHOUSE



RUSTIC FARMHOUSE

**MCBRIDE
HOMES**
Missouri's Largest Homebuilder



These plans and the sole and absolute property of McBride & Bon Home, Inc. The use or copying of these plans without the express written consent of McBride & Bon Home, Inc. is prohibited by law. McBride & Bon Home may take immediate legal action against any unauthorized user of these plans.

THE OAKWOOD SERIES

NOTTINGHAM

Two Story | 4 Bedrooms | 2 Full Baths | 1 Half Bath



CLASSIC



FRENCH COLONIAL

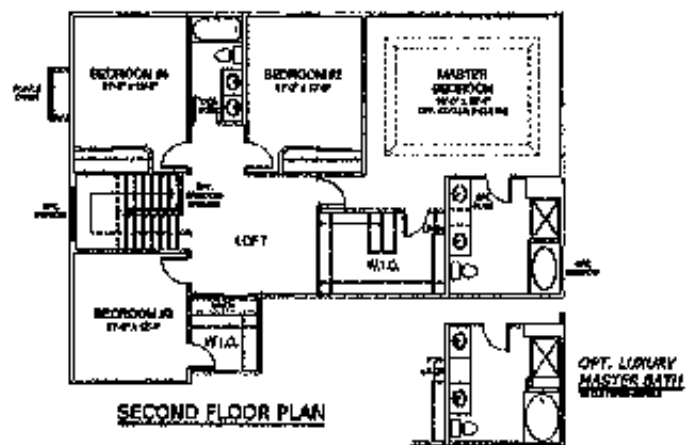
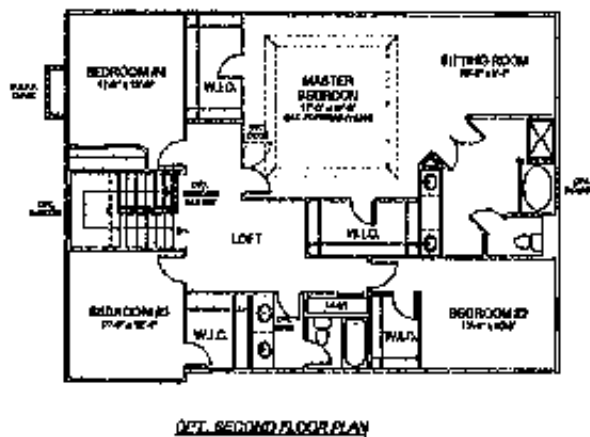
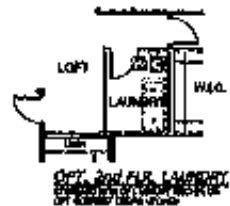
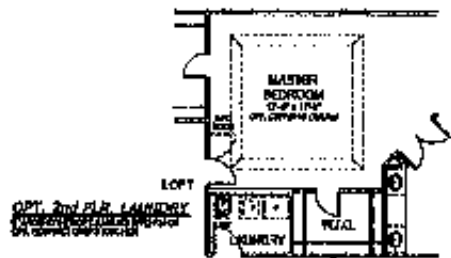
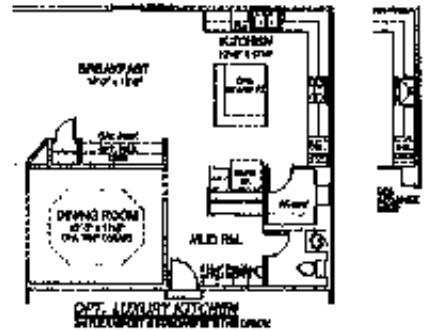
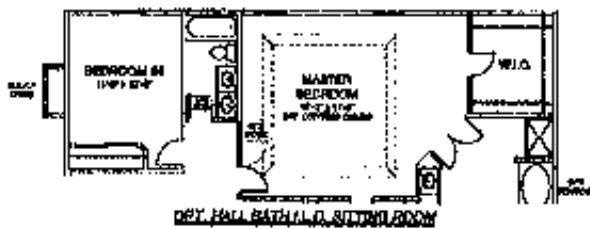
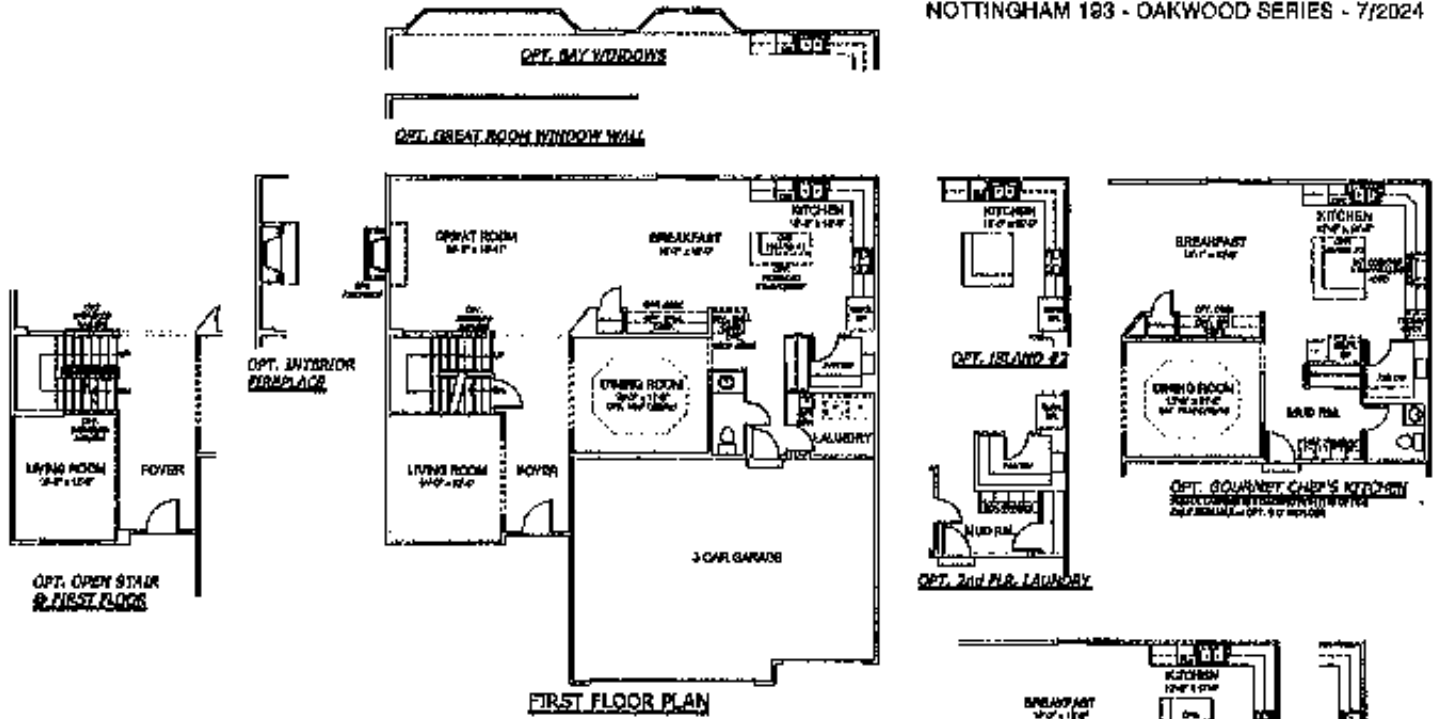


AMERICAN COLONIAL



PROVINCIAL

**MCBRIDE
HOMES**
Missouri's Largest Homebuilder



BUILT BY LEBRON & SON HOMES, INC.

*Due to the evolutionary changes in our design/improvements process, there may be variations between these plans and the "as built" floor plans, including layout and room area/square footage of the residence built, and the location and size of doors, windows, openings, door swings, and other building components, including the location of posts and beams.

McBride & Son Homes, Inc. sole and absolute discretion, reserves the right to substitute materials of comparable quality.

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THE OAKWOOD SERIES

PIN OAK

1.5 Story | 3 or 4 Bedrooms | 2 or 3 Full Baths | 1 Half Bath



COUNTRY COLONIAL



TRADITIONAL

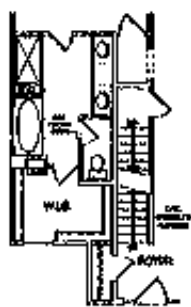


RUSTIC CRAFTSMAN

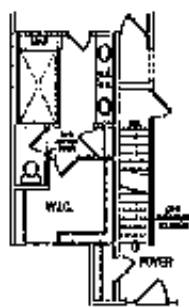


RENAISSANCE

**MCBRIDE
HOMES**
Missouri's Largest Homebuilder



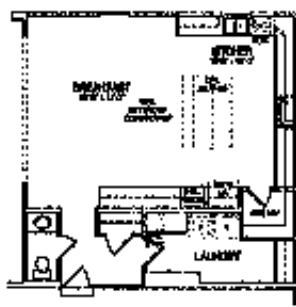
OPT. LUXURY MASTER BATH #2



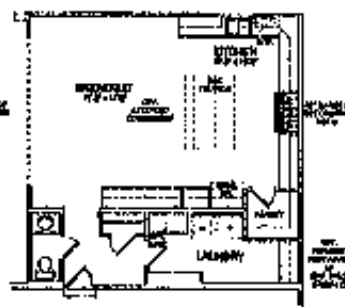
OPT. LUXURY MASTER BATH #2



OPT. HEARTH ROOM



OPT. GOURMET CHEF'S KITCHEN
SUGGESTED 10'0" DEEP PANTRY 1'0" WIDE

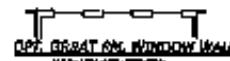


OPT. SIGNATURE CHEF'S KITCHEN
SUGGESTED 10'0" DEEP PANTRY 1'0" WIDE



OPT. BAY WINDOW

OPT. BAY

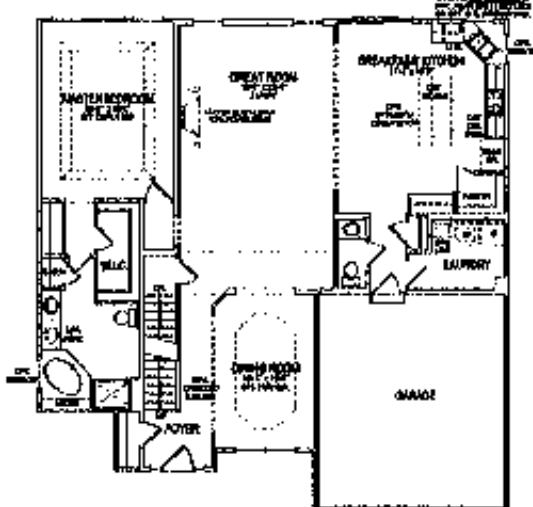


OPT. GREAT RM. WINDOW WALL
MANICURE ROOM

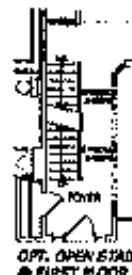


OPT. BAY WINDOW

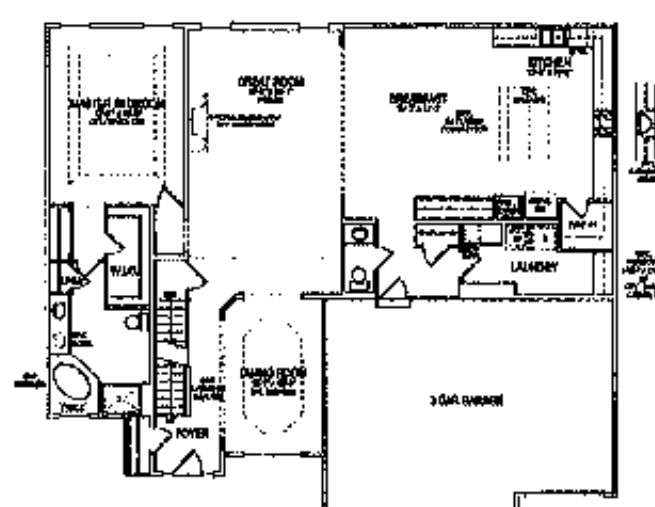
OPT. BAY



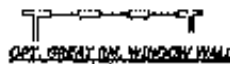
FIRST FLOOR PLAN



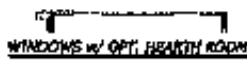
OPT. OPEN STAIR @ FIRST FLOOR



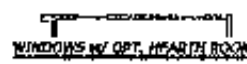
OPT. EXPANDED 1st FLOOR PLAN
2244 SQR. FT.



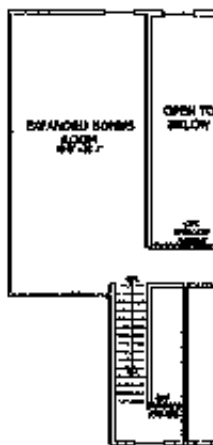
OPT. GREAT RM. WINDOW WALL
SUGGESTED 10'0" DEEP PANTRY 1'0" WIDE



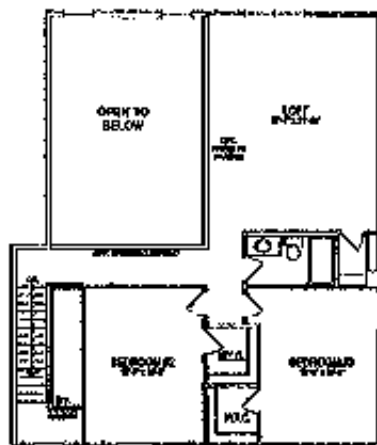
WINDOWS w/ OPT. HEARTH ROOM



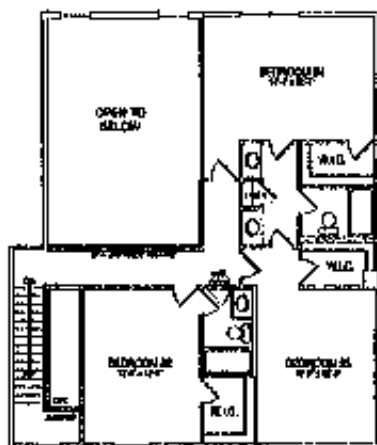
WINDOWS w/ OPT. HEARTH ROOM



OPT. EXPANDED BOARDS ROOM



SECOND FLOOR PLAN



OPT. SECOND FLOOR PLAN #2

BUILT BY MCCLIDE & SON HOMES, INC.

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McClide & Son Homes, Inc. in sole and absolute discretion, reserves the right to substitute materials of comparable quality.

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THE OAKWOOD SERIES

SEQUOIA

Two Story | 4 Bedrooms | 2 Full Baths | 1 Half Bath



COLONIAL



AMERICAN COLONIAL



FRENCH COLONIAL



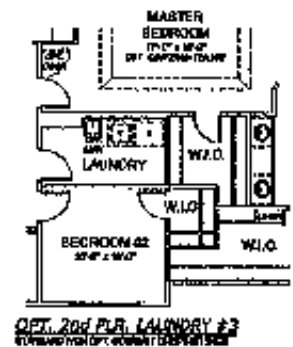
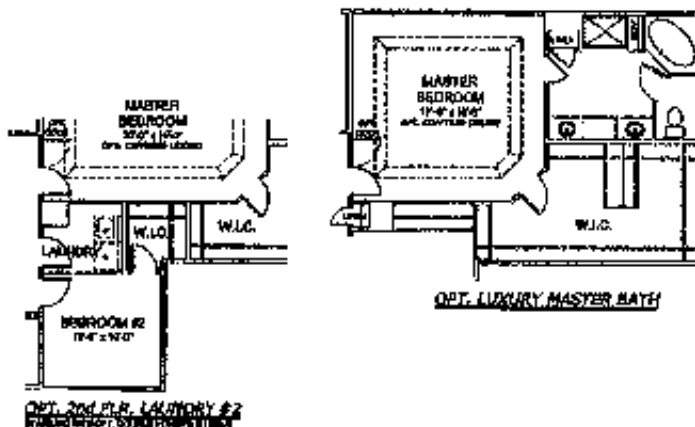
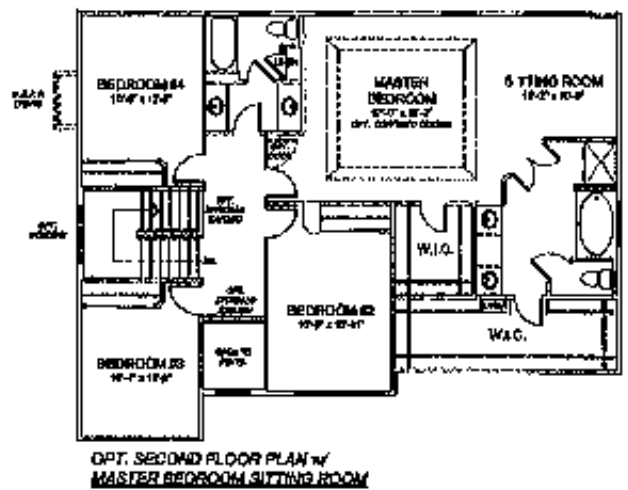
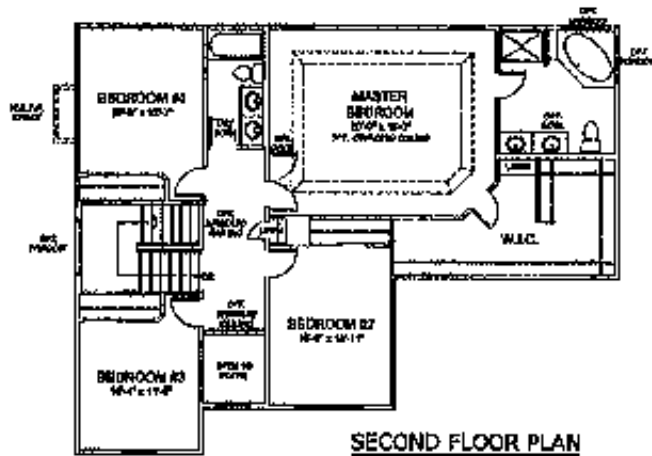
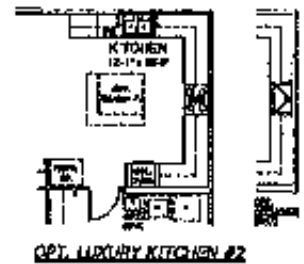
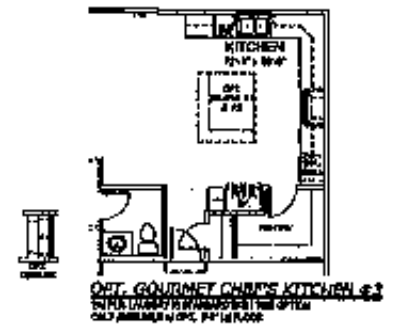
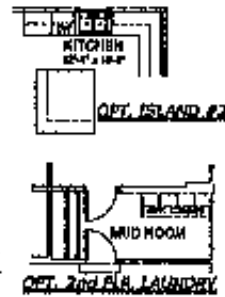
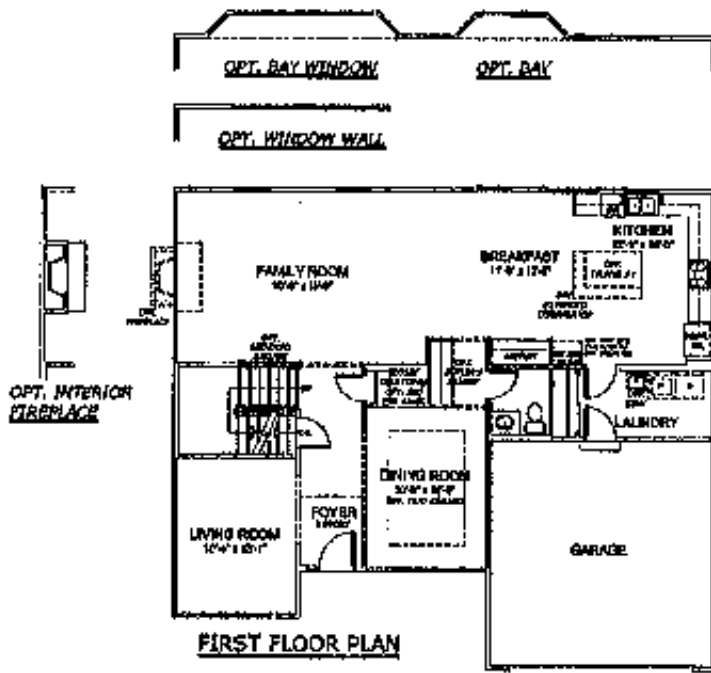
PROVINCIAL



RENAISSANCE

**MCBRIDE
HOMES**

Missouri's Largest Homebuilder



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Johnson & Son Homes, Inc. and its affiliates disclaims all responsibility for the accuracy of these plans.

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EXHIBIT E
PUBLIC IMPROVEMENT SPECIFICATIONS SHEET

- **Engineering and Surveying necessary for the design of the public improvements including soils engineering, natural resource engineering, environmental engineering, and civil engineering**
- **Clearing and Earthwork including erosion control and rock excavation**
- **Sanitary and Storm Sewers including rock excavation**
- **Water Mains including rock excavation**
- **Streets and street signs**
- **Electric, Street Lights, Gas, and Telecom including rock excavation**
- **Public Sidewalks fronting common ground**
- **Retaining walls and fencing necessary to install the public improvements**

EXHIBIT F
CITY CODE SECTION 500.110 TO ADOPT THE
2021 INTERNATIONAL BUILDING CODES

BILL NO. 4660

ORDINANCE NO. 4582

AN ORDINANCE AMENDING CHAPTER 500: BUILDINGS AND BUILDING REGULATIONS; ARTICLE II "BUILDING CODE," SECTION 500.110 CODES & SECTION 500.360 BUILDING PERMIT FEES IN ITS ENTIRETY.

WHEREAS, Section 500.110 Codes has not been updated since 2022 with the exception of a few minor changes; and

WHEREAS, a review revealed the importance of updating to the 2021 ICC Building Codes with revisions; and

WHEREAS, a simpler permit fee structure is recommended by staff to be adopted; and

WHEREAS, The Board of Aldermen have reviewed the proposed changes recommended and find them to be in the best interests of the City and its residents.

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

SECTION 1. Section 500.110 Codes is hereby repealed and replaced with the following:

Section 500.110 Codes

A. *International Building Code Adopted.* The Building Code of the City of Ste. Genevieve shall consist of the ICC Building Code, 2021 Edition, published by the International Code Council, Inc. (the "Building Code") which is incorporated by reference and made a part hereof.

1. *Amendments to the International Building Code.* The Building Code is hereby amended as follows:

a. Section 101.1, Title, (Amended) These regulations shall be known as the Building Code of the City of Ste. Genevieve hereinafter referred to as "this code".

b. Section 104.6 Right of Entry (Deleted)

c. Section 105.2, Work exempt from permit. (Amended) Building: is hereby amended by removing "2. Fences not over 7 feet (2134 mm) high."

d. Section 113, Means of Appeals (Deleted and Amended)

113.1 Board of Appeals. To hear and decide appeals of orders, decisions or determinations made by the Building Official relating to the application and

a. Section 101.1, Title (Amended) These regulations shall be known as the *Existing Building Code* of the City of Ste. Genevieve, herein after referred to as "this code."

b. Section 104.6, Right of Entry (Deleted)

c. Section 112 Means of Appeals (Deleted and Amended)

112.1 Board of Appeals. To hear and decide appeals of orders, decisions or determinations made by the Building Official relating to the application and interpretation of this code, the Board of Adjustment of the City shall sit as the Board of Appeals having the authority set forth in this code and shall adopt rules of procedure for the conduct of such appeals in accordance with applicable law. Any person directly impacted by an action or decision of the code official such that the person would have standing in a court of law to challenge the action may petition the Board of Adjustment for a review of any final decision of any City officer under the Building Code, provided that a written application for appeal is filed within thirty (30) business days after the day of the decision or order served. An application for appeal shall be based solely on a claim that:

(1) The true intent of the code or the rules legally adopted thereunder have been incorrectly interpreted;

(2) The provisions of this code do not fully apply; or

(3) The requirements of the code are adequately satisfied by other means.

The Board of Adjustment shall have no authority to waive the requirements of this code. The decision of the Board of Adjustment may be further appealed to the Circuit Court of Ste. Genevieve County as provided in Section 67.430, RSMo.

Section 2. Section 500.360 Building Permit Fees Codes is hereby repealed and replaced with the following:

Section 500.360 Building Permit Fees

BUILDING PERMIT

New Construction

A. New Construction Permit Fee

The new construction permit fee shall be determined by the following formula:

New Construction Permit Fee = Gross Area x Square Foot Construction Cost x Permit Fee Multiplier

inspector)

- ² Permits requiring significant approval and inspection
(includes billboards, solar panels, fill or excavation, in-ground
pools, demolition of primary building, mobile home installation,
communications towers, electrical-mechanical-plumbing over
\$5,000, infrastructure, or others as deemed by the building
inspector)

SECTION 3. This Ordinance shall be codified.

SECTION 4. This ordinance shall be in full force and effect from and after its date of
passage and approval.

DATE OF FIRST READING: February 27, 2025.

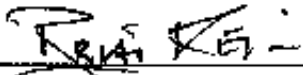
DATE OF SECOND READING: February 27, 2025.

**PASSED AND APPROVED THIS 27 DAY OF February, 2025 BY
A ROLL CALL VOTE OF THE STE. GENEVIEVE BOARD OF ALDERMEN AS
FOLLOWS:**

	VOTE
ALDERMAN PATRICK FAHEY	AYE
ALDERWOMAN AMIE DOBBS	AYE
ALDERMAN BOB DONOVAN	NAYE
ALDERMAN ERIC BENNETT	AYE
ALDERMAN JEFF EYDMANN	AYE
ALDERMAN MIKE RANEY	AYE
ALDERMAN JOE STEIGER	AYE
ALDERMAN JOE PRINCE	AYE

3 Yes 1 No 0 Absent

Approved as to form:



Brian Keim, Mayor



Mark Bishop, City Attorney

SEAL



Pam Meyer, City Clerk

Reviewed by:



Happy Welch, City Administrator

BILL NO. 4676

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH MCBRIDE LAND GROWTH LLC AS THE DEVELOPER OF A RESIDENTIAL SUBDIVISION FOR 49 ACRES LOCATED ON PROGRESS PARKWAY.

WHEREAS, the City of Ste. Genevieve ("City") issued a request for qualifications from developers in 2024 to submit a proposal for a residential development on the 49 acres on Progress Parkway; and

WHEREAS, the City received one RFQ from McBride Homes and a committee reviewed the proposal and recommended approval from the Board of Aldermen ("Board"); and

WHEREAS, the Board deciding on a Development Agreement with McBride Land Growth LLC ("McBride") and part of that agreement is the sale of the 49 acres on Progress Parkway to McBride; and

WHEREAS, the Board of Aldermen believe it to be in the best interest of the City to proceed with the Purchase Agreement with McBride.

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

SECTION 1. The Board of Aldermen approve the Purchase Agreement with McBride Land Growth LLC of Chesterfield, Missouri, in substantially the form of Exhibit "A" attached hereto.

SECTION 2. The Mayor is hereby authorized and directed to execute and deliver the agreement on behalf of the City.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its date of passage.

SECTION 4. REPEALER. All ordinance and parts thereof in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

DATE OF FIRST READING: June 12, 2025

DATE OF SECOND READING: _____

PASSED AND APPROVED BY THE BOARD OF ALDERMEN THIS ____ DAY OF _____, 2025 BY A ROLL CALL VOTE AS FOLLOWS:

VOTE

**ALDERWOMAN AMIE DOBBS
ALDERMAN PATRICK FAHEY
ALDERMAN BOB DONOVAN
ALDERMAN SAM HUGHEY
ALDERMAN JEFF EYDMANN
ALDERMAN TEDDY ROSS
ALDERMAN JOE STEIGER
ALDERMAN JOE PRINCE**

___ YES ___ NO ___ ABSENT

APPROVED AS TO FORM:

Brian Keim, Mayor

Mark Bishop, City Attorney

ATTEST:

REVIEWED BY:

Pam Meyer, City Clerk

Happy Welch, City Administrator

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made as of the ____ day of _____, 2025, by and between the CITY OF STE. GENEVIEVE, a municipal corporation located in Ste. Genevieve County, Missouri ("Seller"), and McBRIDE LAND GROWTH, LLC, a Missouri limited liability company ("Purchaser").

1. **Property.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, transfer and convey and Purchaser agrees to purchase all of Seller's right, title, estate and interest in and to that certain real property in the City of Ste. Genevieve, Ste. Genevieve County, Missouri, located at _____, Parcel ID No. _____, being approximately forty-nine (49) acres and, as more particularly described and shown outlined on Exhibit A attached hereto and made a part hereof, together with any and all buildings, improvements, easements, any rights in and to public roadways, and rights of way adjacent to the subject property, all abutters and access rights thereto, any and all personal property (including, without limitation, all equipment) of Seller located at the subject property, and any and all intangible property pertaining or related to the subject property (collectively, "Property"). The legal description of the Property shall be governed by the description contained in the land survey of the Property procured by Purchaser.

2. **Purchase Price and Payment.** The total purchase price for the Property shall be One Million and 00/100 Dollars (\$1,000,000.00) ("Purchase Price"). The Purchase Price shall be payable as follows:

a. An earnest deposit of Twenty-Five Thousand 00/100 Dollars (\$25,000.00) ("Initial ED") to be deposited in escrow with Old Republic Title Company, 14323 South Outer Forty Road, Suite 200-S, Chesterfield, Missouri 63017, Attn: Barb Brennan ("Title Company") within five (5) business days of the Agreement Date (as hereinafter defined). If on or before the date that is one hundred eighty (180) days after the Agreement Date Purchaser has not yet exercised its right to terminate the Agreement, Purchaser shall deposit with the Title Company an additional Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) ("Additional ED"). The Initial ED and the Additional ED shall be collectively referred to herein as "Earnest Deposit."

b. The balance of the Purchase Price, by wire transfer, subject to the adjustments provided in this Agreement at Closing (as hereinafter defined).

Purchaser shall pay Seller One Thousand and 00/100 Dollars (\$1,000.00) as independent consideration ("Independent Consideration") out of the Earnest Deposit if Purchaser becomes entitled to return of the Earnest Deposit for any reason, as consideration for Seller's entering into this Agreement.

The Earnest Deposit shall be in the form of check, cash or wire transfer. If the sale is closed, then at the Closing the Earnest Deposit shall be applied as a credit to the Purchase Price at Closing. If Purchaser terminates this Agreement pursuant to the terms and provisions contained herein, on or before the expiration of the Contingency Period (hereinafter defined), then Seller agrees that the Title Company shall return the Earnest Deposit to Purchaser without the necessity of notifying or obtaining the consent of Seller; it being agreed that the Earnest Deposit shall be held in a so-called "sole order" escrow until the earlier of: (1) the date that Purchaser terminates this Agreement pursuant to the terms hereof; or (2) the expiration of the Contingency Period, and that by executing this Agreement, Seller hereby authorizes the Title Company to deliver the Earnest Deposit to Purchaser as aforesaid. Seller's obligations in this Section 2 shall survive any termination of this Agreement.

3. **Prorations and Adjustments.** The following prorations and adjustments shall be made to the Purchase Price at Closing: All mortgages, deeds of trust, chattel mortgages, pledges, financing statements and other monetary encumbrances affecting the Property shall be released at Closing by Seller at Seller's sole cost and expense. All utility charges, taxes, assessments, homeowner association fees and other items customarily prorated in the county in which the Property is located shall be adjusted as of the date of Closing (Seller to have the date of Closing) as an adjustment to the Purchase Price. All adjustments shall be made on the basis of a year of three hundred and sixty-five (365) days per year. Purchaser and Seller shall each pay their own closing costs, fees and expenses. Any escrow fees charged by the Title Company shall be divided equally between Seller and Purchaser. Purchaser shall pay the cost of recording and filing fees for the General Warranty Deed.

4. **Agreement Date; Closing Date.** The "Agreement Date" shall be the later of: (a) the date first set forth above; and (b) the date on which the last party executes this Agreement or initials an agreed to change. If Purchaser provides written notice to Seller that all of Purchaser's Contingencies (defined below) have been satisfied, waived or removed, then the closing ("Closing") of the purchase and sale of the Property shall take place on a date ("Closing Date") which is not later than thirty (30) days after the effective date of Purchaser's written notice to Seller that all of Purchaser's Contingencies (as defined below) have been satisfied, waived or removed by Purchaser or such other date that Seller and Purchaser may mutually agree. Purchaser shall specify the Closing Date in a written notice to Seller at least thirty (30) days prior to the Closing Date.

5. **Contingency Period.** Purchaser's obligation to consummate the purchase and acquisition of the Property shall be conditioned upon the fulfillment, by written waiver or satisfaction of Purchaser, at Purchaser's sole option and in Purchaser's sole and absolute discretion, on or before the date that is one hundred eighty (180) days after the Agreement Date ("Contingency Period"), of each of the following contingencies ("Contingencies"):

a. Title. Purchaser's approval of a commitment for title insurance issued by the Title Company reflecting that the Property is marketable and subject only to those easements, restrictions, rights-of-way and conditions or matters of record which are acceptable to Purchaser, in Purchaser's sole and absolute discretion. Purchaser shall order from the Title Company a commitment for an ALTA (Form B) policy of title insurance ("Commitment"). If Purchaser notifies Seller on or before the expiration of the Contingency Period that title is not marketable or that there exist certain conditions, matters, easements, encroachments, protrusions, flood plains, wetlands, overlaps, boundary line disputes, any strips or gores, any rights-of-way that are not acceptable to Purchaser or any other title or survey matters that are not acceptable to Purchaser (all of which are sometimes hereinafter referred to as a "Title Defect"), then Seller shall notify Purchaser within ten (10) days following notice of such Title Defect whether Seller can and will cure such Title Defect on or before Closing and the manner in which Seller proposes to cure each such Title Defect ("Seller's Title Response"). Purchaser shall have ten (10) days following receipt of Seller's Title Response in which to reject Seller's proposed manner of curing each such Title Defect. If (i) Purchaser gives Seller notice that Seller's proposed manner of curing each such Title Defect is not acceptable to Purchaser within ten (10) days following Purchaser's receipt of Seller's Title Response, or (ii) Seller fails to cure each such Title Defect to Purchaser's satisfaction on or before the Closing Date, or such longer period as Purchaser may permit by written notice to Seller, then Seller shall be deemed in default under this Agreement and Purchaser may elect its remedies under this Agreement; provided, however, Purchaser may, in its sole option and in its sole and absolute discretion, waive any Title Defect and accept such title as Seller may deliver in lieu of termination (in which case, such Title Defect shall be a Permitted Exception);

b. General Investigation. Purchaser's satisfaction with such studies and investigations of the Property, including, but not limited to, market studies, as Purchaser deems necessary or advisable, in Purchaser's sole and absolute discretion, to conduct; and

c. Zoning. Purchaser's satisfaction with the zoning, subdivision, all governmental approvals, plans, plats and architectural requirements for the Property.

Seller shall cooperate with Purchaser in Purchaser's attempt to satisfy any of the Contingencies. If on or before the expiration of the Contingency Period, Purchaser provides written notice to Seller that Purchaser is terminating this Agreement due to failure or non-satisfaction of Contingencies, then Purchaser shall be deemed to have elected to terminate this Agreement for failure or non-satisfaction of such Contingencies and, in such event, the Earnest Deposit shall be released by the Title Company and refunded to Purchaser and Purchaser shall not have any further obligations or liability under this Agreement whatsoever. If Purchaser has satisfied, waived or removed all of the Contingencies in this Agreement by notice to Seller in writing the date of such notice, if any, the "Contingency Release Date", then this Agreement shall be and will remain in full force and effect subject to the remaining terms, conditions and other provisions of this Agreement. If the Contingency Period has expired and Purchaser has not given Seller written notice of Purchaser's satisfaction, waiver or removal of all of the Contingencies, then Purchaser shall be deemed to have elected to terminate this Agreement for failure or non-satisfaction of such Contingencies and, in such event, the Earnest Deposit shall be released by the Title Company and refunded to Purchaser and Purchaser shall not have any further obligations or liability under this Agreement whatsoever. The Contingencies and conditions precedent to Closing set forth in this Agreement are for the sole benefit of Purchaser and Purchaser shall not have any obligation to pursue the satisfaction, waiver or removal thereof. Seller further acknowledges and agrees that in the event that this Agreement is, as a result of Purchaser's right to investigate the Property, deemed to be an option, the aforementioned Independent Consideration is adequate and sufficient consideration for said option and that Purchaser is relying on the validity of said option to its detriment. Purchaser may terminate this Agreement at any time during the Contingency Period if Purchaser determines, in its sole and absolute discretion, that any of the Contingencies hereunder are not satisfied at that time, and, in such event, the Earnest Deposit shall be released by the Title Company and refunded to Purchaser and Purchaser shall not have any further obligations or liability under this Agreement whatsoever.

6. Furnishing Documents. Seller shall, at Seller's sole cost and expense, within five (5) days following the a written request by Purchaser, furnish to Purchaser, for Purchaser's review, copies of any and all of the following items with respect to the Property in Seller's actual possession or control: (a) title insurance policies and underlying title documents, (b) topographic and boundary surveys, plats and any other similar design documents, (c) engineering plans, reports, and studies, (d) soil reports including subsurface and rock sounding studies, (e) correspondence, documents, instruments or other information related to environmental conditions and/or hazardous substance reports, including, without limitation, any Phase I Environmental Report and any Phase II Environmental Report, wetlands reports, or other similar substances et or pertaining to the Property and all cultural resources, archeological, and wetlands reports and audits, . Seller represents, warrants and covenants that, to the best of Seller's knowledge, any and all materials delivered to Purchaser as provided herein shall be true, accurate and complete copies together with any and all amendments, modifications or changes thereto.

Seller shall also deliver to Purchaser (x) copies of any and all documents of the kind described in the foregoing paragraph received by Seller or its agents, employees, representatives or contractors on and after the Agreement Date ("After Acquired Documents"), and (y) any other types of documents or correspondence reasonably requested by Purchaser on or before the Closing with respect to the Property. After Acquired Documents shall be delivered to Purchaser within three (3) days after receipt and any and all other documents requested by Purchaser shall be delivered to Purchaser within three (3) days after Purchaser's written request for such documents

7. Access, Inspections and Marketing.

a. Access and Inspections. From and after the Agreement Date, Purchaser, its employees, agents and representatives shall have the full right of access to the Property for purposes of inspecting the same, causing surveys to be prepared, making soil tests, conduct boring tests and to conduct such other engineering/mechanical/environmental investigations and inspections as Purchaser may desire. Purchaser shall reasonably repair any damage to the Property caused by Purchaser, its employees, agents or representatives, in the course of performing such inspections and investigations. Purchaser shall hold harmless and indemnify Seller for any costs, expenses, damages, claims, or causes of action arising from or out of or in connection with Purchaser's, its employees', agents', consultants', or invitees' access to or entry upon the Property prior to Closing; except to the extent such claims are caused by the negligence or willful misconduct of Seller.

b. Signage and Sales Trailer. From and after the Agreement Date, Purchaser shall have the right and license to (i) install signage upon the Property advertising the sale of lots to be developed upon the Property, (ii) place, install and occupy a sales trailer upon the Property promoting and assisting Purchaser with the sale of lots on the Property, and (iii) use a portion of the Property as parking for potential buyers, including the construction and paving of a parking lot for such purposes; provided, however, that Purchaser shall restore such portion of the Property to substantially the same condition immediately prior to such paving upon any termination of this Agreement. Seller shall cooperate with Purchaser with respect to the location of such signage and sales trailer. Purchaser shall remain in compliance with all municipal ordinances with regard to any signage, trailers or parking on the Property.

8. Seller Cooperation. From and after the Agreement Date, Purchaser shall have the right to request any zoning changes or approvals, subdivisions or variances, approvals for plats, development plans, improvement plans and architecture from all applicable federal, county, city, district, municipal and other authorities and private and public utilities for the Property. Seller shall cooperate with Purchaser, in Purchaser's attempt to: (a) obtain any zoning changes, county or municipal approvals, subdivisions or variances, which cooperation shall include, but not be limited to, Seller executing such applications, plats or other similar documents necessary to accomplish the desired zoning change, county or municipal approvals, subdivisions and/or variances; and (b) satisfy any of the Contingencies. Purchaser shall be liable for and shall pay all costs or expenses relating to any such zoning change, county or municipal approvals, subdivision or variance.

9. Seller's Covenants, Representations and Warranties. Seller represents, warrants and covenants as follows:

a. Seller's Affirmative Covenants. Seller shall cause the Property to be maintained free from waste and neglect and shall not allow the dumping on the Property of any wastes or substances of any kind whatsoever. Seller shall keep and maintain the Property in substantially the same condition as it is as of the Agreement Date. Seller shall not allow or cause any changes in the condition of the Property or any mechanic's liens or liens for labor, materials or services rendered to be filed against the Property. Seller shall make all payments of principal and interest as they become due and payable under any note or other evidence of indebtedness secured by a mortgage, deed of trust or other encumbrance of the Property and otherwise perform the obligations of grantor thereunder. Without the prior written consent of Purchaser, Seller shall not (i) convey title to the Property or any portion thereof, (ii) enter into any transaction in respect to or affecting the Property, including, without limitation, leases or service, maintenance or repair contracts in respect to or affecting the Property, (iii) further encumber the Property in any form or manner whatsoever, (iv) create or allow to be created any additional exceptions to title to the Property or amend, modify or terminate any such exceptions, (v) enter into any agreement which would prohibit negotiations between Seller and Purchaser of additional extensions of the Contingency Period; or (vi) market or attempt to offer to sell all or any portion of the Property to anyone other than Purchaser. On or before Closing, Seller shall, at Seller's sole cost and expense, cause the Property to be legally subdivided into a legal lot, if required by the governmental authority, and provide evidence of same to Purchaser and Title Company.

b. Seller's Representations and Warranties. Seller represents and warrants that, as of the Agreement Date and the Closing Date:

(i) Title to Property. Seller is the sole owner of the Property and has good and marketable fee simple title to the Property, subject to only existing zoning ordinances, and liens, easements and restrictions of record. There are no unrecorded purchase agreements, leases, options or other agreements of any kind, written or oral, coveate or inchoate, formal or informal, whereby any person or entity other than Seller has acquired or has any basis to assert any right, title, estate or interest in, or right to possession, use, enjoyment or proceeds of all or any portion of the Property. There are no unrecorded liens, encumbrances or adverse claims exist with respect to the Property or any portion thereof.

(ii) Violations of Law. The condition of the Property does not and will not prior to Closing violate any zoning, building, health, fire or similar statute, ordinance, regulation or code and the Seller has not received any notice, written or otherwise, from any governmental agency alleging any such violations. There are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.

(iii) Litigation. There are no pending or threatened matters of litigation, bankruptcy, administrative action or examination, claim or demand whatsoever relating to the Property.

- (iv) Condemnation. Seller has not received any notice of, and Seller is not aware of, any pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof.
- (v) Access. No fact or condition exists which would result in the termination or impairment of access to the Property from adjoining public or private streets or ways, and Seller has no knowledge of any planned or pending street or road improvement plan which would impair access to or the value of the Property. The Property is adjacent and contiguous to open public roads known as Progress Parkway, and has full and free access to and from the same, such that no private easements or agreements are necessary to afford such access to or from the Property.
- (vi) Offsite Improvements. Seller has received no notice of, and Seller is not aware of, any public improvements in the nature of offsite improvements or otherwise which have been ordered to be made and/or which have not been heretofore assessed including, but not limited to, any road impact fee obligation, and there are no special or general assessments not of record pending or affecting the Property.
- (vii) Authority of Signatories; No Breach of Other Agreements. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Seller and the signatories of Seller hereto. Seller is authorized to execute, deliver and perform under this Agreement. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Agreement do not conflict with or result in breach of any of the terms or provisions of, or constitute default under any law, agreement, arrangement, understanding, accord, document or instrument by which Seller or the Property is bound, and will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Seller or the Property is subject.
- (viii) All Required Action Taken. All action required pursuant to this Agreement and necessary to effectuate the transaction contemplated herein has been or will be taken promptly and in good faith by Seller and its representatives and agents.
- (ix) Bills and Invoices. All bills and invoices for labor and material of any kind and relating to the Property, have been paid in full, and there are no mechanic's or materialmen's liens or other claims outstanding or available to any party in connection with the Property.
- (x) Section 1445(a) Non-foreign Person. Seller is not a foreign person for purposes of and is not subject to withholding under Internal Revenue Code Section 1445(a).
- (xi) Flood Plain. The Property is not within an area determined by the U. S. Department of Housing and Urban Development to be flood prone or a flood plain under the Federal Flood Protection Act of 1973 or a protected wetland under any local, state or federal laws.
- (xii) Hazardous Waste. The Property is not, in whole or in part, on a landfill and there are no storage tanks or related pipes, vents or other equipment in, on, under or above the surface of the Property. The Property was not at any time used for the dumping, disposal, storage or handling of any substance which is toxic, ignitable, reactive, corrosive, radioactive, flammable, explosive, or a human health or safety hazard, including but not limited to asbestos, petroleum products, by-products and wastes, polychlorinated biphenyls (PCB's), radon and substances defined as "hazardous substances," "hazardous materials," "toxic substances", or "hazardous wastes" in any applicable statutes, laws, ordinances, rules and regulations of any governmental or quasi-governmental authority or body having jurisdiction over the Property. There has been no release, disposal, discharge, deposit, injection, dumping, leaking, spilling, pumping, pouring, emitting, leaching, placing or escape of any hazardous substance on, in, under the surface or from the Property and there is no facility in or on the Property which is used for the treatment, storage or disposal of any hazardous substance.
- (xiii) Executory Agreements. Seller is not a party to, and the Property is not subject to, any lease or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property which are not terminable on or before Closing, other than this Agreement, easements, deeds of trust, and other matters of record as of the date of this Agreement. There are no persons or entities having any approval or veto rights with respect to any matters pertaining to the Property or the surrounding property.
- (xiv) Adverse Material Facts. There are no adverse material facts that affect the Property. For purposes of this subsection, an "adverse material fact" is a fact related to the Property not reasonably ascertainable or known to Purchaser that negatively affects the value of the Property. Adverse material facts include, without limitation, (v) environmental hazards affecting the Property; (w) the physical condition of the Property; (x) material defects in the Property; (y) material defects in the title to the Property; and (z) material limitation of Seller's ability to perform under the terms of this Agreement.
- (xv) Commitments. No commitments have been made to any governmental or non-governmental organizations, groups or individuals relative to the Property or any portion thereof which would impose an obligation on Purchaser or its successors to contribute or dedicate land or money or to construct any improvements on or off the Property.

(xvi) Taxes and Special Assessments. No special taxes, assessments, tax increment financing ("TIFs"), neighborhood improvement districts ("NIDs"), community improvement districts ("CIDs"), transportation development districts ("TDDs"), special business districts, tax abatement or any other special taxing mechanism is imposed on or otherwise affects the Property.

c. Survival of Closing. As provided in Section 10 below, Purchaser's obligations under this Agreement are expressly conditioned on the foregoing covenants, representations and warranties of Seller being true on the Agreement Date and remaining true through Closing. The foregoing covenants, representations and warranties shall survive Closing.

10. Conditions Precedent to Purchaser's Obligations. Seller acknowledges that Purchaser's obligation to proceed to Closing is expressly contingent upon (a) Seller's compliance with the terms of this Agreement, (b) Seller's representations and warranties being true on the Agreement Date and remaining true through the Closing of this transaction, (c) Purchaser's satisfaction, waiver or removal of the Contingencies, (d) the Title Company's agreement to issue an ALTA (Form B) policy of title insurance naming the Purchaser as the insured, in at least the amount of the Purchase Price and containing none of the "standard exceptions" in such title insurance policy with such endorsements as are requested by Purchaser; and/or (e) Purchaser's confirmation that there has been no material change in the condition of the Property from the effective date of Purchaser's written notice to Seller that all of the Contingencies have been satisfied, waived or removed by Purchaser. The foregoing conditions are (x) necessary prerequisites for Purchaser's purchase of the Property, (y) included in this Agreement solely for Purchaser's benefit, and (z) may be waived solely by Purchaser in writing, in Purchaser's sole discretion. Seller further acknowledges that this Agreement may be terminated at any time prior to or on the Closing Date at Purchaser's sole election upon written notice to Seller if any of the foregoing conditions are not satisfied and that, upon such termination, the Earnest Deposit, less the Independent Consideration, shall be immediately returned to Purchaser, and Purchaser shall have no further obligations hereunder.

11. Development Agreement. The obligation of both Purchaser and Seller to consummate the Closing hereunder is subject to the condition that, as of the Closing Date, that certain Development Agreement by and between the parties and dated of even date herewith, shall be fully executed and in full force and effect.

12. Indemnification. Seller shall indemnify, defend and hold Purchaser harmless against and with respect to any and all loss, claims, injury, deficiency or any other damage resulting from any misrepresentation, breach of warranty or non-fulfillment of any covenant, representation, warranty or agreement by Seller hereunder. Such indemnification shall include, without limitation, Purchaser's legal fees, expert fees and expenses, and clean up, removal and other remediation and related costs. The indemnification obligations of Seller set forth in this Section shall survive Closing for a period of one (1) year.

13. Closing.

a. Place and Closing Date. The Closing shall take place on the Closing Date in escrow with the Title Company.

b. Possession. At Closing, Seller shall deliver possession of the Property to Purchaser free and clear of all leases, tenants, tenancies, occupancies or rights of possession of any person or entity claiming a right to all or any portion of the Property.

c. Seller's Obligations at Closing. At Closing, Seller shall, in addition to any other obligations of Seller as set forth in this Agreement, deliver or cause to be delivered to Purchaser, the following items, all of which shall be duly executed and acknowledged in recordable form, where appropriate:

(i) Deed. A Special Warranty Deed in a form reasonably satisfactory to Purchaser, conveying fee simple, good and marketable title to the Property to Purchaser in accordance with the requirements of the Commitment and consistent with Missouri law, subject only to real estate taxes for the year of Closing which are not then due and payable and subject to only those specific restrictions, easements, building lines, rights of way of record and conditions of record, if any, approved by Purchaser hereunder and subject to zoning regulations. The legal description of the Property contained in the Special Warranty Deed shall be determined by a current survey of the Property obtained by Purchaser pursuant to this Agreement.

(ii) Releases. Written release of any lien, security interest, mortgage or deed of trust, mechanic's lien or other encumbrance affecting the Property and if Seller fails to secure such releases, Purchaser may apply the Purchase Price to the payment and release of any such liens.

(iii) Seller's Affidavit. A Seller's Affidavit in form satisfactory to Seller and customarily used by the Title Company to permit Purchaser to obtain the ALTA (Form B) owner's policy of title insurance without the standard or general pre-printed title exceptions shown on the Commitment and those other exceptions to title which Purchaser has not approved or accepted in accordance with this Agreement.

(iv) Non-Foreign Seller Affidavit. An affidavit of Seller in form and substance satisfactory to Purchaser setting forth Seller's United States taxpayer identification number and certifying that Seller is not a foreign person as that term is used and defined in Section 1445 of the United States Internal Revenue Code.

(v) Authority. As applicable, such instruments appropriate to approve this sale and authorize the Mayor of Ste. Genevieve to sign on behalf of Seller hereto to execute this Agreement and to execute and deliver any and all closing documents in connection therewith.

(vi) Miscellaneous. Any other documents reasonably required by this Agreement or the Title Company to be delivered by Seller or necessary to implement and effectuate the Closing hereunder, including, without limitation, documents, consents and approvals from Seller and any owners or tenants of real estate having any rights over the development of the Property, satisfactory to Purchaser.

d. Purchaser's Obligations at Closing. At Closing, Purchaser shall, in addition to any other obligations of Purchaser as set forth in this Agreement, deliver the balance of the Purchase Price (less interest on the Earnest Deposit) to Seller by cashier's check or by federal wire transfer (subject to adjustment and proration as hereinbefore provided).

e. Attorney's Fees. Seller and Purchaser shall each pay their own attorney's fees for the Closing.

14. Eminent Domain.

a. Commencement of Action. In the event that at any time prior to the Closing, any notice of or proceeding shall be commenced, instituted, threatened to be instituted or consummated for the taking of all or any part of the Property or any offer of settlement is made in lieu of such taking for public or quasi-public use pursuant to the power of eminent domain or otherwise, Seller shall promptly give written notice thereof to Purchaser.

b. Purchaser's Right to Terminate. The commencement or completion of any such proceeding shall have no effect on this Agreement unless Purchaser, by reason thereof, elects at its option, within thirty (30) days after receipt by it of Seller's notice of such taking, to terminate this Agreement by giving written notice thereof to Seller to such effect, and upon the giving of such notice, the Earnest Deposit with interest thereon shall be refunded to Purchaser, and thereupon this Agreement shall become null and void and of no further force or effect, with neither party having any further rights or liabilities hereunder.

c. Purchaser's Right to Purchase. Purchaser may, in Purchaser's sole and absolute discretion, elect to proceed with the performance of this Agreement, notwithstanding the commencement of any such proceedings described herein, or the completion of any such taking. If Purchaser elects to proceed with the performance of this Agreement, then: (1) Seller shall assign any and all awards and other compensation for any such taking to Purchaser; (2) Seller shall convey all or such portion of the Property, if any, as shall be left after such taking in accordance with the terms of this Agreement; and (3) the Purchase Price shall be reduced by the fair market value of the portion(s) of the Property adversely affected thereby.

15. Risk of Loss or Damage. The risk of loss or damage to the Property by fire, windstorm, hail storm or otherwise, is assumed by Seller until Closing. In the event of such loss or damage, the Purchaser may, at Purchaser's option, (a) terminate this Agreement and secure an immediate refund of the Earnest Deposit and interest thereon, or (b) purchase the Property in which event all insurance proceeds shall be paid to Purchaser. In the event Purchaser elects to purchase the Property and Seller has not insured the Property, the Purchase Price shall be reduced by the amount necessary to restore the Property to the condition immediately prior to such damage or destruction.

16. Default.

a. Default by Seller. In the event that any of Seller's representations or warranties contained herein are untrue (either when made or at Closing) or if Seller shall have failed to have timely performed any of its obligations, covenants and/or agreements contained in this Agreement, then Purchaser, at its option may:

(i) Specifically enforce this Contract and recover damages suffered by Purchaser as a result of the delay in the acquisition of the Property;

(ii) Terminate this Contract by Notice to Seller, and agree to release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Purchaser for all actual costs and expenses incurred by Purchaser (and which are to be specified in Purchaser's Notice of Default) as liquidated and as Purchaser's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Purchaser represents as fair and approximation of such actual damages as the parties can now determine); or

(iii) Pursue any other remedy and damages available at law or in equity.

b. Default by Purchaser. If Purchaser shall fail to close the purchase of the Property due to the default of Purchaser hereunder, then the Earnest Deposit (and any interest thereon) shall be paid to Seller as liquidated and stipulated damages, and not as a penalty, as Seller's sole and exclusive remedy for such default, Seller's actual damages being difficult and/or impossible to ascertain and the parties agree that such amount of liquidated damages is a reasonable estimate of Seller's damages for Purchaser's default and failure to close. Seller hereby specifically waives any and all rights which it may have to

damages (except for liquidated damages as provided above) or specific performance or other relief as a result of Purchaser's default under this Agreement.

17. Real Estate Brokers and Commission. Each party hereby represents and warrants to the other party that, in connection with this transaction, no third party broker or broker or finder has been engaged or consulted by such party or through such party's actions is entitled to compensation as a consequence of this transaction. Seller and Purchaser each shall indemnify, defend and hold the other harmless from and against any claims for real estate commissions made by anyone claiming representation in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, or any broker, all costs and attorneys' fees relating to litigation and other proceedings.

18. Notices. All notices or demands must be in writing and may be given by (a) certified U.S. Mail, return receipt requested, postage pre-paid addressed as follows; (b) courier delivery by a local courier service, or a nationally recognized overnight courier service such as Federal Express or United Parcel Service to the following addresses; or (c) email transmission directed to the following email address with hard copy to follow by an alternate means of delivery, addressed to the appropriate Party (and marked to a particular individual's attention if so indicated). Notices shall be deemed to have been made upon deposit into the U.S. Mail, if mailed, or upon receipt if delivered by courier delivery or email transmission. Either party may change the address for notice by giving the other party written notice thereof at least five (5) days in advance.

All notices to Seller shall be directed to:

The City of Ste. Genevieve
Attn: Happy Welch, City Administrator
165 S. 4th Street
Ste. Genevieve, MO 63670
Email: hwelch@stegenevieve.gov

All notices to Purchaser shall be directed to:

McBride Land Growth, LLC
17415 North Outer Forty Road
Chesterfield, MO 63005
Attention: Jake Eilemann
Email: contracts@mcbriدهomes.com

And a copy to:

McBride Land Growth, LLC
17415 North Outer Forty Road
Chesterfield, MO 63005
Attention: General Counsel
Email: contracts@mcbriدهomes.com

19. Miscellaneous.

a. Assignment. Purchaser may at any time freely assign this Agreement or any of its rights hereunder to any entity that is controlled by, under common control with, or affiliated in any way with Purchaser without the consent of Seller. Upon assignment of this Agreement by Purchaser, the Purchaser named herein shall be released of any further liability under this Agreement. Seller may not assign this Agreement or any of its rights hereunder without the prior written consent of Purchaser.

b. Construction; Severability; Entire Agreement. The section headings herein are solely for convenience and shall in no way be deemed to affect the meaning or construction of any part hereof. If any provision or provisions of this Agreement shall be unlawful, then such provision or provisions shall be null and void, but the remainder of the Agreement shall remain in full force and effect and binding on Seller and Purchaser. This Agreement constitutes the entire understanding and agreement between the parties and there are no other covenants, agreements, promises, terms or provisions, either oral or written, between them concerning the Property other than those herein set forth herein and the Development Agreement entered into by and between Seller and Purchaser of even date herewith. This Agreement may not be amended, supplemented, or modified except by a writing executed by both of the parties. The word "person" as used herein shall include all individuals, partnerships, corporations, or any other entities whatsoever.

c. Binding Effect. This Agreement shall be binding upon, and shall benefit, the parties hereto and their heirs, legal representatives, executors, administrators, successors and assigns.

d. Governing Law. This Agreement and all related documents shall be governed by and construed in accordance with the laws of the State of Missouri. The venue for any cause of action arising out of this Agreement shall be in the Circuit Court of Ste. Genevieve County, Missouri. In the event of any litigation between the parties pertaining to this Agreement, the prevailing party shall be entitled to recover the costs and expenses of litigation, including court costs and reasonable attorney fees. The provisions of this section shall survive Closing or any termination of this Agreement.

e. Time of Essence. Time is of the essence of this Agreement.

f. Recording of Memorandum. Purchaser shall have the right at all times to record a memorandum of this Agreement which does not disclose the financial terms hereof. Seller shall fully cooperate with such recording, including, without limitation, providing notarized signatures of an authorized signatory of Seller upon reasonable advance notice.

g. Attorneys' Fees and Costs. In the event either party to this Agreement commences a legal proceeding to enforce any of the terms of this Agreement or any rights under this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs from the other party.

h. Confidentiality. Seller and Purchaser shall treat this Agreement as confidential and shall not disclose the terms and provisions contained herein to any other person or entity, other than their respective agents, representatives or accountants, or such persons as Purchaser deems necessary. In Purchaser's sole judgment, for Purchaser's business purposes or to obtain financing unless disclosure is required by law.

i. Exhibits. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof.

j. Business Days. If any date, time period or deadline hereunder falls on a Saturday, Sunday or legal holiday, then such last day shall be extended to the next succeeding business day thereafter.

k. Execution in Counterparts. This Agreement may be executed in two or more identical counterparts which shall, for all purposes, be deemed to be an original, and all of which are identical. An electronic signature on this Agreement shall be effective as an original signature and shall bind and shall be enforceable by Seller and Purchaser.

l. Post Closing. If any of the Contingencies are not satisfied prior to Closing and Purchaser waives such Contingencies for purposes of Closing hereunder, Seller's obligations to assist Purchaser in the satisfaction of the Contingencies hereunder shall survive Closing and Seller shall use its reasonable efforts to assist Purchaser in completing and satisfying such matters thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the day and year first above written.

SELLER:

City of Ste. Genevieve
a municipal corporation

By: _____
Name: _____
Title: _____

Date of Execution: _____, 2025

PURCHASER:

McBride Land Growth, LLC
a Missouri limited liability company

By: _____
Name: _____
Title: _____

Date of Execution: _____, 2025

Exhibit A
Description and Depiction of Property
(Property shown outlined below)

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)



Grid North
NAD 83 (2011) MOSES MO 2401
Grid factor: .99994530
All distances shown are Grid

LEADS

Found Iron Pin

Found Stone

Found PLS Monument

Set Iron pin

GRAPHIC SCALE

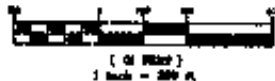
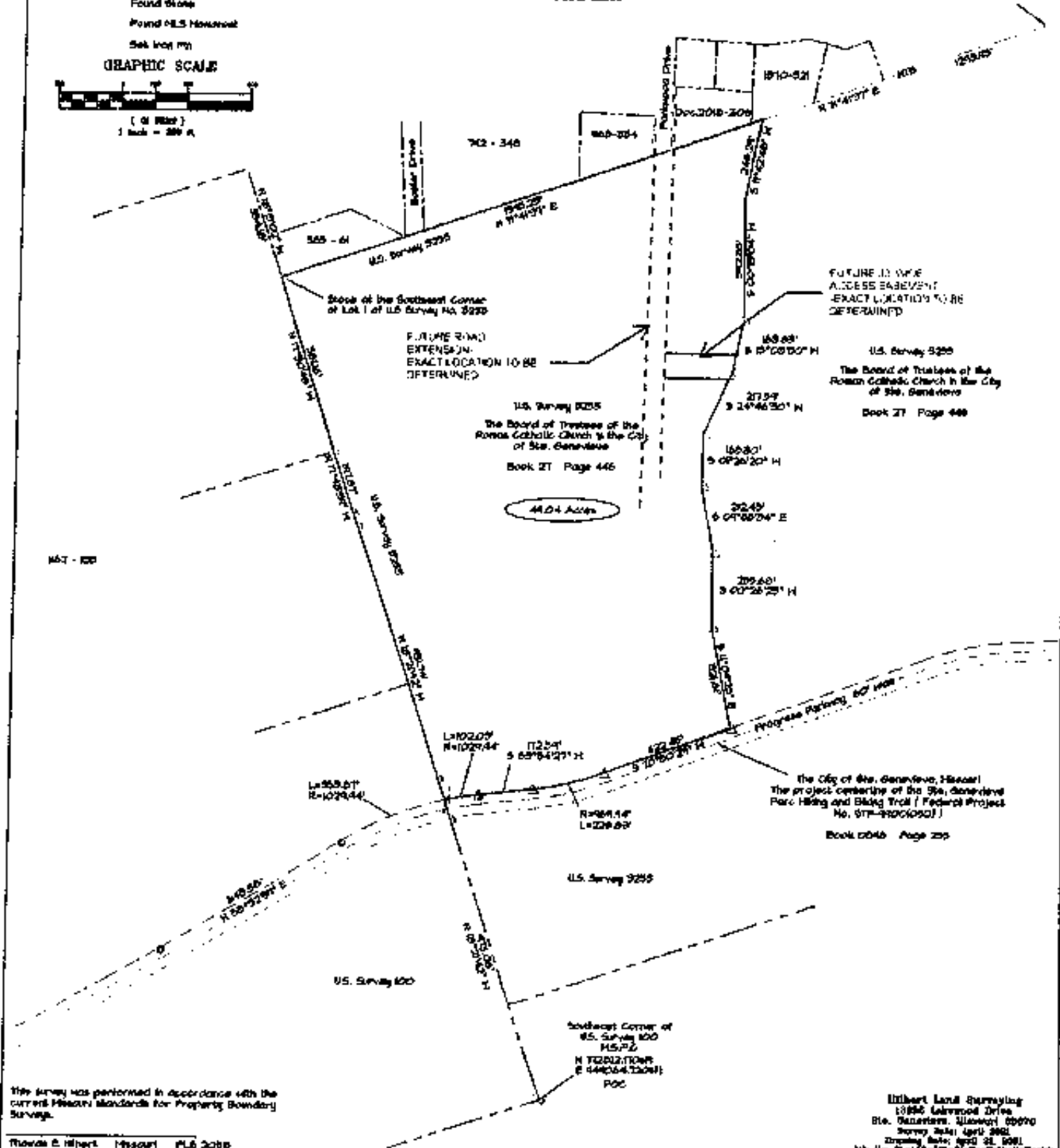


EXHIBIT A

Pointe Blanche

DRILL SHOT
H 57.72
N 76.24154681
E 150.057.40716



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

Thomas E. Hilbert Missouri PLS 2018

FUTURE 10' WIDE
ACCESS EASEMENT
EXACT LOCATION TO BE
DETERMINED

U.S. Survey 3253
The Board of Trustees of the
Roman Catholic Church in the City
of Ste. Genevieve
Book 27 Page 446

U.S. Survey 3253
The Board of Trustees of the
Roman Catholic Church in the City
of Ste. Genevieve
Book 27 Page 446

44.04 Acres

The City of Ste. Genevieve, Missouri
The project centerline of the Ste. Genevieve
Park Hiking and Biking Trail (Federal Project
No. 97A-850010507)
Book 2046 Page 259

Hilbert Land Surveying
10850 Winwood Drive
Ste. Genevieve, Missouri 63506
Survey Date: April 2021
Drawing Date: April 21, 2021
Job No. 21-118-001-0004-CatholicParish

RESOLUTION 2025 - 39

**A RESOLUTION APPOINTING REBECCA MONIA TO THE STE. GENEVIEVE
TOURISM TAX COMMISSION.**

WHEREAS, Rebecca Monia has agreed to replace Thomas Hooper on the Ste. Genevieve Tourism Tax Commission with the existing three-year term that will expire January, 2026.

WHEREAS, the Mayor advises the Board of Aldermen of his recommendation to appoint Ms. Monia.

NOW THEREFORE, THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE DOES HEREBY CONSENT AND RESOLVE AS FOLLOWS:

Ms. Rebecca Monia, 12100 Herzog Lane, Ste. Genevieve, Missouri, is hereby appointed to the Ste. Genevieve Tourism Tax Commission this 26th day of June, 2025.

The Mayor shall make this appropriate appointment to the Ste. Genevieve Tourism Tax Commission and the City Staff and officials are directed to take such actions as necessary to implement this Resolution.

Done and approved this 26th day of June, 2025.

Approved by:

Brian Keim, Mayor

Mark Bishop, City Attorney

Attest:

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

BILL NO. 4677

ORDINANCE NO.

AN ORDINANCE APPROVING A BUDGET AMENDMENT TO THE CITY OF STE. GENEVIEVE FOR THE FISCAL YEAR 2025 BUDGET RELATING TO VARIOUS REVENUE AND EXPENDITURE INCREASES.

WHEREAS, Section 67.040 RSMo provides that after any political subdivision has approved the budget for any year and has approved or adopted the orders, motions, resolutions, or ordinances required to authorize the expenditures proposed in the budget, the political subdivision shall not increase the total amount authorized for expenditure from any fund, unless the governing body adopts a resolution setting forth the facts and reasons making the increase necessary and approves or adopts an order, motion, resolution or ordinance to authorize the revenues and expenditures; and

WHEREAS, due to unforeseen increases and decreases in anticipated revenues and expenditures in the Fiscal Year 2025 Budget which was adopted before October 1, 2024, the City of Ste. Genevieve has a need to amend the Fiscal Year 2025 Budget to acknowledge those additional revenues and expenditures as included with the attached exhibit.

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

SECTION 1: The Board of Aldermen hereby approves the Budget Amendments to the Fiscal Year 2025 City Budget pursuant to Exhibit "A" attached hereto and made part of this ordinance.

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

**PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE.
GENEVIEVE, MISSOURI THIS ____ DAY OF _____, 2025 BY A
ROLL CALL VOTE AS FOLLOWS:**

VOTE

**ALDERWOMAN AMIE DOBBS
ALDERMAN PATRICK FAHEY
ALDERMAN BOB DONOVAN
ALDERMAN SAM HUGHEY
ALDERMAN JEFF EYDMANN
ALDERMAN JOE STEIGER
ALDERMAN JOE PRINCE
ALDERMAN TEDDY ROSS**

____ Yes ____ No ____ Absent

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

"Exhibit A"

Account Name	Account Number	Fund	FY 2025	FY 2025
			Adopted	Proposed
			Budget	Budget
				Amendment
Donation Expense	70-70-7111	Capital Projects Expense	\$ -	\$ 25,000

BILL NO. 4678

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A BROKER AGREEMENT WITH LAKENAN INSURANCE.

WHEREAS, the City of Ste. Genevieve ("City") desires to purchase certain insurance broker services; and

WHEREAS, the City will be renewing Liability/Casualty/Worker's Compensation/Cyber insurance for July 1, 2025 through July 1, 2026; and

WHEREAS, Lakenan Insurance, as an insurance broker has contacts within the insurance industry and desires to act as an intermediary finder of services for the City; and

WHEREAS, the Board of Aldermen wishes to accept the attached Broker Agreement (Exhibit "A") with Lakenan Insurance in the amount of \$17,000.00.

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

SECTION ONE. The City Administrator of the City of Ste. Genevieve is hereby authorized and directed to execute and enter into a Broker Agreement with Lakenan Insurance of Ste. Genevieve, Missouri, in the amount of \$17,000.00.

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

SECTION THREE. 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: _____

PASSED AND APPROVED THIS ____ DAY OF _____, 2025 BY A ROLL CALL VOTE OF THE BOARD OF ALDERMEN AS FOLLOWS:

VOTE

ALDERWOMAN AMIE DOBBS
ALDERMAN SAM HUGHEY
ALDERMAN BOB DONOVAN
ALDERMAN TEDDY ROSS
ALDERMAN JEFFREY EYDMANN
ALDERMAN PATRICK FAHEY
ALDERWAN JOE STEIGER
ALDERMAN JOE PRINCE

_____, **Ayes**, _____, **Nayes**, _____, **Absent**

Approved as to Form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator



Broker Agreement

This Broker Agreement (hereinafter the "Agreement") is made on July 1, 2025 ("Effective Date"), by and between Lakenan, 1 N Brentwood Blvd, Suite 700, St. Louis, MO 63105 (hereinafter referred to as the "Broker") and City of Ste Genevieve, of 165 S Fourth Street, Ste Genevieve, MO 63670, (hereinafter referred to as the "Buyer"), together referred to as the "Parties".

WHEREAS, Buyer desires to purchase certain services and Broker desires to provide certain services as described in Addendum #1; and

WHEREAS, Broker has contacts within the insurance industry and desires to act as an intermediary finder of services for Buyer; and

NOW, THEREFORE, in consideration of the premise and the mutual promises and covenants contained herein, the Parties agree as follows:

1. LEGAL COMPLIANCE

As required by the insurance industry, Broker shall comply with all applicable laws and has obtained the necessary licenses.

2. TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by either party upon at least 30 days' prior written notice. Should this Agreement be terminated prior to the end of the in-force policy(ies) period(s), Broker shall be entitled to all broker fee payments due during the policy(ies) period(s).

3. EXCLUSIVITY

For the term of this Agreement, Broker shall have the exclusive right to introduce prospective sellers of insurance products and services to the Buyer who are not already known to the Buyer.

4. FEES AND PAYMENTS

In lieu of commission on the transaction(s), the Broker will be paid a fee as described in Addendum #2. The Broker shall issue an invoice to the Buyer and payment shall be due net



thirty (30) days from the date of the invoice. Acceptable forms of payments include a check payable to Lakenan.

5. NON-CIRCUMVENTION

During the term of this Agreement, the Buyer will not attempt to do business with, or otherwise solicit any sellers found or otherwise referred by Broker, to the Buyer for the purpose of circumventing, the result of which shall be to prevent the Broker from Realizing or recognizing the Broker's fee or commission. If such circumvention shall occur, the Broker shall be entitled to any fees or commissions due pursuant to this Agreement relating to such transaction.

6. FINAL AGREEMENT

This agreement represents the entire agreement with respect to the subject matter hereof and terminates and supersedes all prior understandings or agreements with respect to such matters. This Agreement may be amended only in writing signed by both parties.

7. LEGAL CONSTRUCTION

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision has never been contained in it.

8. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Missouri, without giving effect to principles of conflicts of law.

9. SIGNATORIES

This Agreement shall be signed by an authorized person of each party.

Happy Welch, City Administrator

City of Ste Genevieve

Date:

Greg Lottes, President

Lakenan

Date:



ADDENDUM #1

With respects Commercial Package & Workers' Compensation coverages for Buyer, Broker shall:

1. Bind insurance Commercial Package & Workers' Compensation policy with MIRMA, a self-insured pool, as per final proposal.
2. Work with MIRMA to Service Buyer on a day-to-day basis.
3. Issue Certificates of Insurance and Automobile ID cards.
4. Any other services related to the placement of the policies with MIRMA.



ADDENDUM #2

For the policy period 7/1/2025-7/1/2026, Broker shall be paid the following fee, invoiced on a quarterly basis:

7/1/2025	\$4,250
10/1/2025	\$4,250
1/1/2026	\$4,250
4/1/2026	\$4,250

Future fees on policies effective 7/1/2026 and subsequent are to be agreed upon by the Buyer and Broker.

BILL NO. 4679

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTATION NECESSARY TO JOIN THE MISSOURI INTERGOVERNMENTAL RISK MANAGEMENT ASSOCIATION; APPROVING THE FORM OF CERTAIN DOCUMENTS NECESSARY TO THAT END; AND FIXING THE TIME WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

SECTION 1. That the Mayor and City Clerk be, and are hereby authorized to execute any and all documentation necessary to establish the City of Ste. Genevieve as a member of the Missouri Intergovernmental Risk Management Association.

SECTION 2. That the assessment for the FY2026 year of membership shall be \$170,020.00. Coverage shall be effective JULY 1, 2025 through June 30, 2026, for all MIRMA coverages.

SECTION 3 EFFECTIVE DATE: This ordinance shall be in full force and effect from and after its date of passage.

SECTION 4. REPEALER: All ordinance and parts thereof in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5. SEVERABILITY: The invalidity of any section, clause, sentence or provision of this ordinance shall be given effect without such invalid part or parts.

DATE OF FIRST READING: _____,

DATE OF SECOND READING: _____,

PASSED AND APPROVED THIS ____ DAY OF _____, 2025 BY A ROLL CALL VOTE OF THE BOARD OF ALDERMEN AS FOLLOWS:

VOTE

**ALDERWOMAN AMIE DOBBS
ALDERMAN SAM HUGHEY
ALDERMAN BOB DONOVAN
ALDERMAN TEDDY ROSS
ALDERMAN JEFFREY EYDMANN
ALDERMAN PATRICK FAHEY
ALDERMAN JOE STEIGER
ALDERMAN JOE PRINCE**

_____ **AYES** _____ **NAYS**

Approved As To Form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator



Missouri Intergovernmental Risk Management Association

3002 Falling Leaf Court • Columbia, Missouri 65201

Phone: (573) 817-2554 • Fax: (573) 441-0515 • www.mirma.org

MISSOURI INTERGOVERNMENTAL RISK MANAGEMENT ASSOCIATION

MEMBERSHIP CONTRACT

Effective July 1, 2025, The City of Sainte Genevieve, Missouri does hereby bind itself contractually for an indefinite term to the Missouri Intergovernmental Risk Management Association thereby accepting and adopting its Revised Articles of Association, Articles I through VIII, and any current or subsequent amendments and its Revised By-Laws, Sections I through XVIII and any current or subsequent amendments and does hereby agree to abide by said Articles and By-Laws accepting all rights, privileges, and obligations therein contained as a condition of membership in said Association. It is therefore agreed and understood that the Missouri Intergovernmental Risk Management Association does hereby extend all rights and privileges of membership to The City of Sainte Genevieve to become effective on July 1, 2025, and shall fulfill all obligations of the Association, as set forth in the Articles of Association and By-Laws and their amendments. The payment of consideration for membership during FY2026, to be made by The City of Sainte Genevieve shall be in the amount of \$170,020. Each year thereafter consideration shall be established in accordance with provisions contained in the above noted Articles of Association and By-Laws, and any subsequent amendments.

As a condition of membership, the City of Sainte Genevieve hereby agrees to permit and require an official or employee of The City of Sainte Genevieve to attend the Association's Annual Meeting to be held at the Lake of the Ozarks, July 23, 2025 through July 25, 2025.

This contract is binding upon The City of Sainte Genevieve as of the date of signing and is a condition of membership, for membership to become effective July 1, 2025.

This agreement is hereby executed this 26th day of June, 2025 by the parties hereto as follows:

Missouri Intergovernmental Risk
Management Association

The City of Sainte Genevieve

By: _____
Title: Executive Director

By: _____
Title: Mayor

Witness: _____
Title: City Clerk