

Guidelines for Sealed Contract Offers on South City Catholic Churches

**The Archdiocese of St. Louis reserves the right to turn down any offer for any reason. Please be aware that deed restrictions regarding future use of property are included in the standard stale contract.**

Offers will be evaluated on the following:

- 1) **Offer Price**
- 2) **Nature of reuse of property**
- 3) **Strength of Buyer/Ability to Close:** Please supply clear evidence of Buyers' ability to promptly complete the sale (i.e. Bank letter/reference or other verifiable financial information).
- 4) **Number and Length of Contingencies**
- 5) **Closing Date**

**All properties are being sold as a package except the Holy Innocents buildings, which are being sold separately (or as a package). Any offer for separate buildings outside of the package sales (other than Holy Innocents) will be rejected.**

**All Offers:**

- Should be submitted by 4:00pm of the due date, in a sealed envelope (with the **Property Address** and **Sealed Offer Date** clearly marked on the **outside** of the envelope) at the office of Linda M. Wash Real Estate, LLC, 303 N. Union Blvd., Suite (Union @ Pershing), St. Louis, MO 63108 or any other designated location. Offers will be opened promptly after the deadline date and reviewed by the Archdiocese, and Buyers will be notified of promptly the Seller's response.
- Should be submitted on the Contract Form approved by the Archdiocese of St. Louis, which is available via email, at the Hilliker Corporation or Linda M. Wash Real Estate, LLC. offices or one line at [www.hillikercorp.com](http://www.hillikercorp.com) or at [www.LMWash.com](http://www.LMWash.com). The Contracts may be amended via an attachment to meet the Buyers specific requirements.
- Include **four original executed contracts**.
- Contain a type written or legibly printed **Offer Cover Sheet signed by the buyer**.
- Include a verifiable Bank or Asset Letter indicating buyer's ability to perform an on time closing.

All offers should include an **earnest money check made payable to U.S. Title** based on the contract offer price as follows:

- Contract offers under \$100,000.....\$5,000
- Contract offers between \$100,000-\$500,000.....\$10,000
- Contract offers over \$500,000..... \$20,000

If you have any questions, please feel free to contact Hal Ball at 314-781-0001 or Linda M. Wash at 314-361-3900. You can also visit our website at:

[www.hillikercorp.com](http://www.hillikercorp.com) or [www.LMWash.com](http://www.LMWash.com)

**Offer Cover Sheet for South City Catholic Churches**

**\*Required-Please Type or Print Legibly**

\*Property Address: \_\_\_\_\_ Property Name: \_\_\_\_\_

\*Contract Price: \_\_\_\_\_ \*Earnest Money Enclosed: \_\_\_\_\_

\*Selling Agent/Contact Person: \_\_\_\_\_

\*Real Estate Company/Contact Company: \_\_\_\_\_

\*Contact Numbers: Office: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

\*Mailing Address: \_\_\_\_\_

\*Contract Closing Date: \_\_\_\_\_

\*Aldermanic/Neighborhood/Other Support Letters included with offer.....  Yes  No

\*Closing contingent upon application for Historic Tax Credits?.....  Yes  No

\*Closing contingent upon rezoning?.....  Yes  No

\*Evidence of Buyer's Ability to Close with offer (Bank or Asset Letter)?.....  Yes  No

\*List of prior experience/projects included with the offer?.....  Yes  No

\*Proposed Use {Check all that apply}:  Church  Rehab  Preservation

Residential  Commercial  Private-for-Profit  Not-for-Profit  Educational Institution

Hold for Resale  Simultaneous Closing/Quick Resale  Other

\*Briefly describe proposed use: \_\_\_\_\_

**Please note that based on the proposed use, some religious items may be removed from the property, including but not limited to stained glass windows.**

Other pertinent information that may help seller evaluate your offer:

Print Name of Purchaser

Print Title

Print Company Name

Signature of Purchaser

Date

**REAL ESTATE SALE CONTRACT**

The undersigned Seller agrees to sell and the undersigned Purchaser agrees to purchase property known as:

(Legal description in title to govern.)

together with the improvements (if any) thereon and appurtenances, (including reversionary rights as to roadways through or along the Property) fixtures and equipment thereto belonging (which Seller guarantees to own free and clear of encumbrances), and all articles now provided for tenant use and the following:

\_\_\_\_\_ (herein collectively the "Property") which Property is this day agreed to be sold to Purchaser subject to approval of Seller by 5:00 p.m., \_\_\_\_\_, \_\_\_\_\_ and not otherwise, for the total purchase price ("Purchase Price") of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) under the following terms:

- Earnest Deposit to be deposited with the Title Company (hereinafter defined) within ten (10) days after the execution of this Real Estate Sale Contract by both parties. \$ \_\_\_\_\_
- Additional Earnest Deposit to be made by Purchaser on \_\_\_\_\_, \_\_\_\_\_. \$ \_\_\_\_\_
- Cash to be paid on closing date of sale as hereinafter fixed \$ \_\_\_\_\_
- Total Purchase Price \$ \_\_\_\_\_

The sale under this contract shall be closed under the usual SALE CONDITIONS AND CLOSING PRACTICES, and subject to any SPECIAL AGREEMENTS BETWEEN SELLER AND PURCHASER, all set forth on Attachment A hereto and hereby made a part of this contract, as fully and effectually as if they were incorporated herein, at the office of title company of Purchaser's choice ("Title Company") [or name title company and address] on \_\_\_\_\_, \_\_\_\_\_ or on such prior date as the parties hereto may agree ("Closing Date").

All adjustments referred to on Attachment A hereto to be made as of closing.  
Title to pass when sale is closed. Time is of the essence of this contract.  
Possession of property to be delivered to Purchaser at time of transfer of title.  
Deed to Purchaser or assigns.

Purchaser:

\_\_\_\_\_

Seller:

ST. LOUIS CITY CATHOLIC CHURCH  
REAL ESTATE CORPORATION,  
a Missouri nonprofit corporation, under  
Indenture of Trust, St. Louis City  
Catholic Church Real Estate Trust  
dated June 23, 2003

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Date signed by Purchaser: \_\_\_\_\_

By: \_\_\_\_\_

Thomas W. Richter

Assistant Secretary

Address: 20 Archbishop May Drive

St. Louis, Missouri 63119

Phone: (314)792-7002

Date signed by Seller: \_\_\_\_\_

Attachment A

LIST OF TENANTS

Names of Tenants	Space Occupied	Lease Expires	Amount of Rent	When Due	Date Paid To

**SALE CONDITIONS AND CLOSING PRACTICES**

The Sale shall be closed in the escrow department of the Title Company.

Rents, general taxes based on latest available assessment and rate, subdivision upkeep assessments, service charge, and operating expenses (if any) to be prorated and adjusted on the basis of thirty (30) days to the month, Seller to have last day; general tax year to run from January 1st; delinquent rents, over thirty (30) days, if any, to be collected by Seller and not adjusted. Purchaser to pay recording fees for special warranty deed.

Seller shall furnish special warranty deed, subject to deed restrictions, easements, rights-of-way, and zoning regulations disclosed on Title Company title insurance commitment, also subject to leases and to occupancy of tenants existing on the date this contract is executed by Purchaser (Seller shall not enter into new leases or amend existing leases without Purchaser's consent); general taxes payable in current year and thereafter, and special taxes assessed or becoming a lien after date contract is executed by Purchaser; said general and special taxes to be assumed and paid by Purchaser. All personal property and fixtures included in this contract are guaranteed by Seller to be paid for in full.

Title shall be marketable in fact, or Purchaser will accept insurance policy issued by qualified title insurance company in lieu of strictly marketable title. If title is marketable, Purchaser shall pay for certificate of title or owner's policy of title insurance; if title is found imperfect and Seller does not perfect title or obtain title insurance policy as above provided within sixty (60) days after date fixed for closing, Purchaser may terminate this contract after which neither party shall have further obligation to the other.

If, after contract is executed, the improvements on the Property, if any, are destroyed or damaged by fire, windstorm or otherwise, Seller shall restore same within thirty (30) days if

possible and sale Closing Date shall be extended accordingly, but otherwise Purchaser shall have option of canceling or enforcing contract; if enforced, Purchaser shall be entitled to insurance but not to exceed the purchase price. Seller shall assume risk of such destruction or damage and shall have the obligation to obtain consent of insurance companies to the contract.

If improvements or additions have been completed on the Property within six (6) months prior to sale Closing Date, Seller shall furnish reasonable security against mechanics' liens or satisfactory evidence of payment of bills.

Purchaser and Seller hereby acknowledge that the following disclosure has previously been made: Hilliker Corporation and Linda M. Wash Real Estate LLC are the Seller's Broker and are serving solely as agent for the Seller in connection with this transaction; \_\_\_\_\_ is the Purchaser's Broker and is serving solely as agent for the Purchaser in connection with this transaction; and the Purchaser's Broker is not acting as a sub-agent of the Seller's Broker, notwithstanding the fact that the Purchaser's Broker will be receiving a portion of the commission paid by the Seller. Both parties acknowledge that said brokers are third party beneficiaries of this Contract, only for its terms related to payment of sales commission and that investigation of due diligence issues and defense of the Property's condition and title are not within brokers' scope of service. Purchaser shall defend, indemnify and hold Seller harmless of and from any claims, damages or liability resulting from the actions of Purchaser in dealing with person or broker or salesman in connection with this transaction.

PROPERTY IS TO BE SOLD IN AN AS IS CONDITION. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR ORDINARY OR PARTICULAR PURPOSE WITH RESPECT TO THE CONDITION OF THE PREMISES, THE PRESENCE OR ABSENCE OF HAZARDOUS OR POTENTIALLY HAZARDOUS MATERIALS, WASTES OR SUBSTANCES OR PETROLEUM SUBSTANCES, AS SUCH ARE DEFINED FROM TIME TO TIME BY ANY APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY, ON THE PREMISES OR THE SUITABILITY OF THE PREMISES FOR ANY USE.

This contract shall bind the legal representatives, successors and assigns of the parties hereto and the contract is not assignable by Purchaser.

Special Agreements between Seller and Purchaser forming part of Contract:

1. Survey. Should a survey and/or preparation and filing of a subdivision plat be required, the cost thereof shall be paid by Purchaser. Seller agrees to cooperate with Purchaser in the preparation and filing of a subdivision plat, if required. Should Seller provide Purchaser with recent (less than 12 months old) copies of an ALTA Survey, Phase One Environmental Study or Title Report on the Property with the total costs for such reports not to exceed \$4,000.00; Purchaser shall pay for the cost of said items at the time of Closing, provided that the total cost of these items does not exceed \$4,000.00.

2. Religious Artifacts and Fixtures. Seller reserves the right to remove religious artifacts and fixtures from the Property prior to closing, provided that any damage caused by such removal shall be repaired in a workmanlike manner.

*[If the property is not being sold to a church, the following clause should be inserted:*

*Seller also reserves the right to remove stained glass windows from the church building, provided that the windows are replaced in a workmanlike manner with glass windows.]*

3. Deed Restrictions. Purchaser agrees and covenants that:

(a) It will not use the name \_\_\_\_\_ or any derivative thereof in connection with any operations or activities on the subject Property.

(b) It will not (unless and until the church structure on the subject Property is demolished), without the prior written authorization of the Archbishop of St. Louis use, permit others to use or lease or otherwise transfer the use of the subject Property or any portion thereof to any person who uses or will use the Property or any portion thereof as a facility, place of business or other place in which:

(i) a congregation, society or other assemblage of persons meets for worship or other religious observances or activities, promoted or defined as Roman Catholic, but not possessing the express ecclesiastical approval of the Roman Catholic Church;

(ii) human abortion, sterilization, euthanasia or other acts which are contrary to the *Ethical and Religious Directives for Catholic Health Care Services* promulgated by the United States Conference of Catholic Bishops are performed, or promoted through public advocacy or for which counseling is given which promotes and/or encourages individuals to obtain such services;

(iii) pornographic or soft pornographic books, pictures, discs or other media or materials directed to an adult rather than a general audience or clientele are displayed, sold, rented or available for viewing;

(iv) massages or tattoos are provided;

(v) a tavern, bar, night club, dance club or hall is operated, or in which is operated a restaurant in which alcoholic beverages are served, or

(vi) live performances directed to an adult audience rather than the general public are operated or conducted.

***Purchaser further agrees that these covenants will run with the land and be included as restrictions in the Deed of conveyance as binding on the grantee, its successors and assigns.***