

ORDINANCE #68459
Board Bill No. 120
Floor Substitute

An Ordinance authorizing and directing the Mayor and Comptroller to execute an Intergovernmental Cooperation Agreement (“Intergovernmental Agreement”), attached and incorporated by reference as “Exhibit 1,” and Perpetual Roadway Easement Agreement, attached and incorporated by reference as “Exhibit C,” by and among the City of St. Louis, Missouri (“City”), the County of St. Louis, Missouri (“County”), and Pinnacle Entertainment, Inc. (“Pinnacle”), pursuant to which the City, as recommended by the Board of Public Service, grants an easement for maintenance to the County for a portion of Weber Road and Carondelet Boulevard; authorizes the use of County procedure for naming all phases of the access road including the renaming of a portion of Weber Road and Carondelet Boulevard to “River City Casino Boulevard;” containing a severability and emergency clause.

WHEREAS, Section 16 of Article VI of the Missouri Constitution allows and provides that any municipality or political subdivision of the State of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service, in the manner provided by law; and

WHEREAS, Sections 70.210 to 70.325 RSMo. (2000), as amended (herein referred to as the “Intergovernmental Agreement Act”), allow and provide, in pertinent part, for municipalities and political subdivisions of the State of Missouri to contract and cooperate with other municipalities or political subdivisions for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, the St. Louis County Council approved Pinnacle to construct and operate a gaming facility in St. Louis County by Ordinance No. 21,908 (the “County Project”); and

WHEREAS, the City, the County, the Land Reutilization Authority of the City of St. Louis (“LRA), the St. Louis County Port Authority, The Metropolitan St. Louis Sewer District (“MSD”) and Pinnacle entered into an Intergovernmental Cooperation Agreement as of August 10, 2005 (the “2005 Agreement”), pursuant to which the parties thereto agreed to cooperate in connection with the construction of a road that is located partially in the City and partially in the County to the County Project running from the intersection of Weber and Alabama (also known as Lemay) along the River Des Peres to the intersection at Broadway (Phase II of the Access Road) and from Broadway to the County Project (Phase III of the Access Road) which road was referred to in the 2005 Agreement as the “Access Road”; and

WHEREAS, pursuant to the 2005 Agreement, the parties thereto agreed to cooperate in connection with (i) the construction of a road (the “Access Road”) that is located partially in the City and partially in the County to Pinnacle’s gaming and mixed-use facility located on property owned by the County Port Authority (the “County Project”) running from the intersection of Weber and Alabama (also known as Lemay Ferry) along the River Des Peres to the intersection at Broadway (Phase 2 of the Access Road) and from Broadway to the County Project (Phase 3 of the Access Road), and (ii) and improvements to Carondelet Boulevard and Weber Road from Carondelet just west of its intersection with Waddall to the intersection of Weber and Alabama (also known as Lemay Ferry) (“Phase 1 of the Access Road”); and

WHEREAS, Pinnacle has made improvements to Phase I of the Access Road which benefit the City; and

WHEREAS, the Intergovernmental Agreement provides that the City will grant the County a perpetual easement for the County to maintain that portion of Phase I of the Access Road located within the City boundary and the County agrees to maintain that portion of Phase I of the Access Road located in the City at the expense of the County; and

WHEREAS, it is in the best interests of the citizens in the area to give one name to the Access Road (i) in order to avoid confusion on addresses along the road, and (ii) for purposes of getting and keeping traffic to the County Project out of the residential neighborhoods in both the City and the County; and

WHEREAS, the City has adopted Ordinance 60797 which governs the naming and renaming of streets located in the City of St. Louis and the County and also has a procedure for naming and renaming streets; and

WHEREAS, the Intergovernmental Agreement provides that since the County will be maintaining the Access Road, the City agrees to authorize the use of the County’s procedure for naming the Access Road, including renaming Phase I of the Access Road, notwithstanding Ordinance 60797; and

WHEREAS, the Intergovernmental Agreement provides that the City, with respect to property within the City boundaries along the Access Road, agrees to the name "River City Casino Boulevard" for the Access Road; and

WHEREAS, the City Board of Alderman hereby determines that the terms of the Intergovernmental Agreement are acceptable and that the execution, delivery and performance by the City, the County and Pinnacle of their respective obligations under the Intergovernmental Agreement are in the best interests of the City and the health, safety, morals and welfare of its residents;

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Mayor and the Comptroller are authorized and directed to execute, on behalf of the City, the Intergovernmental Agreement and Perpetual Roadway Easement Agreement as attached hereto and incorporated by reference as Exhibit 1 and Exhibit C and the City Register is hereby authorized and directed to attest to same and to affix the seal of the City thereto.

SECTION TWO. The Intergovernmental Agreement shall be substantially in the form on file with the Register with such changes therein as shall be approved by the Mayor and Comptroller with the advice of the City Counselor, and as may be consistent with the intent of this Ordinance and the Intergovernmental Agreement and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

SECTION THREE. By and through the execution of the Intergovernmental Agreement and Perpetual Roadway Easement Agreement, the City hereby grants a perpetual maintenance easement to the County for that portion of Phase I of the Access Road in the City limits.

SECTION FOUR. Naming the Access Road. In light of the (i) unusual circumstance that portions of the Access Road are located partially in the County and partially in the City, (ii) County's agreement to maintain the Access Road, (iii) desire of Pinnacle and the County to name the Access Road "River City Casino Boulevard," the City shall, in this sole instance, authorize the use of the County's procedures for naming the Access Road and renaming Phase I of the Access Road in lieu of the procedures and limitations set forth in City Ordinance 60797.

SECTION FIVE. Additional Authority. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

SECTION SIX. Recording of the Intergovernmental Agreement. Upon execution of the Intergovernmental Agreement and the Perpetual Roadway Easement Agreement, the Register or designee shall cause a copy of the Intergovernmental Agreement and Perpetual Roadway Easement Agreement to be filed in the office of the Recorder of Deeds of the City and County.

SECTION SEVEN. Severability. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION EIGHT. Emergency Clause. This being an ordinance for the preservation of the public peace, health and safety, it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

EXHIBIT 1 TO BOARD BILL 120FS

Intergovernmental Agreement

INTERGOVERNMENTAL COOPERATION AGREEMENT

This INTERGOVERNMENTAL COOPERATION AGREEMENT (“Agreement”) is made and entered into as of _____, 2009 by and among ST. LOUIS COUNTY, MISSOURI, a constitutional charter county and political subdivision of the State of Missouri (the “County”), the CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the “City”) and PINNACLE ENTERTAINMENT, INC., a Delaware corporation (“Pinnacle”).

WHEREAS, The St. Louis County Port Authority (the “County Port Authority”), the Land Reutilization Authority of the City of St. Louis (“LRA”), St. Louis County, Missouri, the City of St. Louis, Missouri, Pinnacle Entertainment, Inc. and The Metropolitan St. Louis Sewer District (“MSD”) entered into an Intergovernmental Cooperation Agreement as of August 10, 2005 (the “2005 Agreement”); and

WHEREAS, pursuant to the 2005 Agreement, the parties thereto agreed to cooperate in connection with (i) the construction of a road (the “Access Road”) that is located partially in the City and partially in the County to Pinnacle’s gaming and mixed-use facility located on property owned by the County Port Authority (the “County Project”) running from the intersection of Weber and Alabama (also known as Lemay Ferry) along the River Des Peres to the intersection at Broadway (Phase 2 of the Access Road) and from Broadway to the County Project (Phase 3 of the Access Road), and (ii) and improvements to Carondelet Boulevard and Weber Road from Carondelet just west of I-55 to the intersection of Weber and Alabama (also known as Lemay Ferry) (“Phase 1 of the Access Road”); and

WHEREAS, in accordance with the 2005 Agreement, the County and Pinnacle executed a certain Road Development Agreement dated August 26, 2005 and First Amendment thereto dated June 6, 2008, concerning the Access Road (together the “Road Development Agreement”); and

WHEREAS, the parties wish to clarify the boundaries of Phase 1 of the Access Road which has been completed by Pinnacle subject to satisfaction of punch list items and the maintenance of Phase 1 by the County; and

WHEREAS, it is in the best interests of the citizens in the area to give one name to the Access Road (i) in order to avoid confusion on addresses along the road, and (ii) for purposes of getting and keeping traffic to the County Project out of the residential neighborhoods in both the City and the County; and

WHEREAS, the City has adopted Ordinance 60797 which governs the naming and renaming of streets located in the City of St. Louis; and

WHEREAS, St. Louis County Department of Highways and Traffic has adopted the “Procedure for Change of Street Name in St. Louis County, Missouri” which governs the renaming of streets located in St. Louis County and also has a procedure for naming new streets (collectively, the “County Procedures”); and

WHEREAS, since the County will be maintaining the Access Road, the City and the County desire to use the County Procedures for naming Phases 2 and 3 of the Access Road and renaming Phase 1 of the Access Road and assigning addresses along the entire Access Road; and

WHEREAS, the parties hereto believe that the name "River City Casino Boulevard" for the Access Road will (i) enhance the flow of traffic directly to the County Project, and (ii) recognize the significance of the County Project to the area including Pinnacle's investment in the County Project which will include (a) a gaming and multi-use complex with restaurants, an entertainment venue, and other amenities, (b) the construction of the Access Road and improvements to Access Road, and (c) the payment of rents generated by the Project to the County Port Authority which will be reinvested in the community pursuant to the Lemay Development Plan; and

WHEREAS, the City, the County and Pinnacle own property along the Access Road and desire the name "River City Casino Boulevard" for the Access Road; and

WHEREAS, the Access Road will significantly benefit the City and encourage redevelopment within the City;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, considerations and agreements contained herein, the parties agree as follows:

1. **Capitalized Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the 2005 Agreement, or the Road Development Agreement, as applicable.
2. **Statutory and Ordinance Authority.** The parties enter into this Agreement within the contemplation and purview of Sections 70.210 through 70.325 RSMo., as amended, and St. Louis County Ordinance No. 24024.
3. **Effective Date of Agreement.** This Agreement shall become effective upon its execution by all parties hereto (the "Effective Date").
4. **Phase 1 Boundary and Improvements.** The parties confirm that Phase 1 of the Access Road extends from that portion of Carondelet Boulevard from the west side of the intersection of Waddell and Carondelet to the intersection of Weber and Alabama/Lemay Ferry Road, all as shown on Exhibit A attached hereto, and that Pinnacle has made those improvements listed on Exhibit B (Phase 1 Improvements) required of Pinnacle under the 2005 Agreement and the Road Development Agreement. The parties further confirm that the portion of Phase 1 of the Access Road that is within the City shall not extend beyond the curb of the Access Road as provided by the Easement attached hereto as Exhibit C.
5. **Obligations of the County for with respect to the Improvements.**
 - a. The County confirms that it shall take all actions necessary to maintain or cause to be maintained Phase 1 of the Access Road under the terms

and conditions of the 2005 Agreement and the Road Development Agreement in conformity with the standards for maintaining roads with similar volume levels in the County and the City (with the higher standard to apply) upon the execution and delivery of the Easement for Maintenance (described in Section 7 hereof) by the City to the County. Maintenance of Phase 1 of the Access Road by the County shall include all matters related to the operation of Phase 1 of the Access Road including traffic control, parking, and all signage related to the operation of Phase 1 of the Access Road ("Signage") with the exception of street lights along Phase 1 of the Access Road as set forth in this subparagraph. To the extent that the County can not place Signage in Phase 1 of the Access Road, the County may install and maintain Signage in City right-of-way adjacent to Phase 1 of the Access Road upon notification to the City. The parties acknowledge that the City currently has street lights installed in City right-of-way adjacent to Phase 1 of the Access Road, and the parties agree that the City shall maintain street lights for Phase 1 of the Access Road and the County's Signage or maintenance of Phase 1 of the Access Road shall not interfere with the City's maintenance of such street lights. The County confirms its obligation to maintain Phase 1 of the Access Road which shall survive termination of the Agreement and shall be an obligation of the County under the Road Development Agreement.

b. The County will change the street signs to reflect that Phase 1 of the Access Road is renamed to River City Casino Boulevard.

6. **Actions to Facilitate Access Road.** The County, the City and Pinnacle hereby agree to take action in accordance with the terms of this Agreement to facilitate the maintenance of Phase 1 of the Access Road.

7. **Perpetual Roadway Easement .** The City will transfer a perpetual exclusive roadway easement for that portion of Phase 1 of the Access Road which is located in the City. The easement shall be in substantially the form attached as Exhibit C hereto.

8. **Use of County Procedure for Change of Public Street Name.** In consideration for the County's undertaking the obligation to use the County Procedures to name and rename the Access Road and to maintain the entire Access Road pursuant to this Agreement, the 2005 Agreement and the Road Development Agreement, the City agrees that notwithstanding the requirements of City Ordinance 60797, which governs the naming and renaming of streets located in the City of St. Louis, the County and Pinnacle may use the County Procedures to change the name and to name (as applicable) the Access Road "River City Casino Boulevard" and to assign addresses thereto, in lieu of the City's procedure. The County agrees to use the County Procedures to change the name and to name (as applicable) the Access Road "River City Casino Boulevard" and to assign addresses thereto notwithstanding the City's procedures. The parties hereto each agree to take all necessary action in connection with naming and renaming the Access Road including executing any required petitions. Pinnacle shall be Petitioner pursuant to the County Procedures to change the name of Phase 1 of the Access Road to "River City Casino Boulevard," and Pinnacle shall assist the County as necessary to name Phases 2 and 3 of the Access Road "River City Casino Boulevard."

9. **Lighting, Signage on Phase 2 and Phase 3 of the Access Road.** In consideration for the County's obligation to maintain Phase 2 and Phase 3 of the Access Road, the City and County agree that with respect to any lighting and signage on Phase 2 and Phase 3 of the Access Road right-of-way, the County's laws shall apply.

10. **Introduction of Ordinances; Resolutions.** The parties hereto agree to take all actions, including introducing and seeking the passage of any ordinances and resolutions necessary to perform their respective obligations under this Agreement.

11. **Cooperation.** Each of the parties hereto agrees to cooperate with and act in good faith towards the other parties hereto and shall execute such other and further documents and do such further acts as may be required to effectuate the spirit and intent of the parties hereto and to carry out the terms and intent of the 2005 Agreement, the Road Development Agreement, this Agreement and the City Redevelopment Agreement, to the extent applicable to each party.

12. **Notices.** Unless otherwise indicated, all notices, waiver and consents required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by verifiable facsimile or mailed by Certified Mail or Registered Mail, or by a recognized overnight courier delivery service, postage prepaid, to the respective parties at the addresses set forth as follows on or before the date such notice, waiver of consent must be given:

- If to the County: Office of County Executive
9th Floor, 41 S. Central
St. Louis, Missouri 63105
Attn: Charlie A. Dooley
Facsimile: (314) 615-3727
- With a copy to: County Counselor
9th Floor, 41 S. Central Avenue
Clayton, Missouri 63105
Facsimile: (314) 615-3732
- If to the City: Executive Director for Development
200 City Hall
St. Louis, Missouri 63103
Facsimile: (314) 622-4061
- with a copy to City Counselor
314 City Hall
St. Louis, Missouri 63103
Facsimile: (314) 622-4956
- If to Pinnacle: 3800 Howard Hughes Parkway
Suite 1800

Las Vegas, Nevada 89109
Attention: John A. Godfrey, General Counsel
Facsimile: (702) 784-7778

with a copy to

Jerry Riffel, Esq.
Lathrop & Gage, L.C.
2345 Grand Boulevard, Suite 2400
Kansas City, Missouri 64108
Facsimile: (816) 292-2001

13. **Agreement.** This Agreement, the 2005 Agreement and the Road Development Agreement represent the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior written or oral communications between the parties regarding such subject matter except for those independent obligations of any parties hereto set forth in the City Redevelopment Agreement. The 2005 Agreement is still in full force and effect in its entirety.

14. **Assignment.** This Agreement may not be assigned by any of the parties hereto except that Pinnacle may assign this Agreement to a wholly owned subsidiary or a subsidiary in which Pinnacle owns at least 90% of the outstanding stock or equity and provided that such assignment shall not relieve Pinnacle of any of its duties, obligations or liabilities under this Agreement.

15. **Severability.** If any provision of this Agreement or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other parties or circumstances will not be affected thereby, the provisions of this Agreement being severable in any such instance.

16. **Waiver.** The failure by any party at any time hereafter to require strict performance by the other parties of any provision of this Agreement shall not waive, affect or diminish any right of any party thereafter to demand strict compliance and performance therewith.

17. **Binding Agreement.** The covenants, agreements, terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

18. **Authority to Execute.** Each of the individuals executing this Agreement on behalf of a party represents and warrants that he/she is acting officially and properly on behalf of his/her respective institution and have been duly authorized, directed and empowered to execute this Agreement on behalf of such institution.

19. **Governing Law.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Missouri.

20. **Venue.** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement or regarding its alleged breach, shall be

instituted only in the Circuit Court of St. Louis City, Missouri, and each party consents and submits to the jurisdiction of such court.

21. **Attorney's Fees.** If any party brings any action or suit under this Agreement against another party or parties, then in such event the prevailing party, whether by final, non-appealable judgment or out of court settlement, shall be entitled to recover all costs and expenses of suit, including reasonable attorneys' fees and costs.

22. **Indemnification of City.** To the extent permitted by law, the County shall indemnify and defend the City, its governing body members, officers, agents, attorneys, employees and independent contractors ("City Indemnitees") against all claims, demands, causes of action, suits, damages, judgments, liens, penalties, and expenses including, without limitation, attorney's fees and litigation costs, whether incurred for a City Indemnitee's primary defense or for enforcement of its indemnification right, including, without limitation, any claim for harm, injury or death to any person, or damage to property or to the environment arising out of or in connection with the Access Road. The foregoing notwithstanding, in no event shall the County be liable for any loss, cost, damage or expense arising out of death or injury to persons, or loss of or damage to property caused by or resulting from the gross negligence or willful misconduct of a City Indemnitee. Promptly after receiving notice, the County shall, at the County's expense, investigate, respond to, and defend any claim asserted against any City Indemnitee, subject to the foregoing limitations. Notwithstanding anything herein to the contrary, the provisions of this Section 21 shall survive termination of this Agreement.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

SIGNATURE PAGE TO INTERGOVERNMENTAL COOPERATION AGREEMENT

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

ST. LOUIS COUNTY, MISSOURI

By: _____
Printed Name: Charlie A. Dooley
Title: County Executive

Attest:

Printed Name: _____
Title: _____

Approved:

Approved as to Legal Form:

Sheryl Hodges
Department of Highways and Traffic

Patricia Redington, County Counselor

STATE OF MISSOURI)
) ss
COUNTY OF ST. LOUIS)

On this ___ day of _____, 2009, before me a Notary Public in and for said state, personally appeared Charlie A. Dooley who acknowledged himself to be the County Executive of St. Louis County, Missouri, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My commission expires:

SIGNATURE PAGE TO INTERGOVERNMENTAL COOPERATION AGREEMENT

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

ST. LOUIS CITY, MISSOURI

Mayor

Comptroller

Attest:

Register

Approved as to Form:

City Counselor

STATE OF MISSOURI)
) ss
CITY OF ST. LOUIS)

On this ___ day of _____, 2009, before me a Notary Public in and for said state, personally appeared Francis Slay who acknowledged himself to be the Mayor of the City of St. Louis and Darlene Green, who acknowledged herself to be the Comptroller of the City of St. Louis and that they, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My commission expires:

SIGNATURE PAGE TO INTERGOVERNMENTAL COOPERATION AGREEMENT

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

PINNACLE ENTERTAINMENT, INC.

By: _____
Printed Name:
Title:

Attest:

Printed Name:
Title:

STATE OF NEVADA

COUNTY OF CLARK

On this ___ day of _____, 2009, before me a Notary Public in and for said state, personally appeared _____ who acknowledged himself to be the _____ of Pinnacle Entertainment, Inc., a Delaware corporation, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My commission expires:

EXHIBIT B
Phase 1 Improvements

The scope of work for the Lemay Access Road Phase I (I-55 to Lemay Ferry/Alabama) is to enhance the existing four lane roadway, otherwise known as Carondelet Boulevard, south to the intersection with Weber Road, and then continuing southward to just north of the intersection of Lemay Ferry Road/Alabama Avenue. The enhancements start just south of the intersection of Carondelet and Poepping Street as set forth in the plans and specifications approved by the St. Louis County Department of Highways, which include, but are not limited to, the following:

- Removal and replacement of sidewalks and curb and gutter on both sides of the roadway. Sidewalks will now meet Americans with Disabilities Act (ADA) standards on the west side of the roadway.
- Removal and replacement of commercial and private driveway aprons within the right of way to match new curb and gutter elements.
- Removal and replacement of the Weber Road Bridge and all associated utility relocations.
- Removal and replacement of concrete barrier wall and guardrail along the elevated pavement of the east side of the roadway along River Des Peres.
- Removal and replacement of the mainline asphalt pavement which includes milling of the existing asphalt pavement surface and replacement with new asphalt to create the final driving surface.
- Relocation and adjustment of existing utilities.

EXHIBIT C
Easement

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: Roadway Easement Agreement

Date of Document: _____

Grantor: City of St. Louis, Missouri

Grantor's Address: 1200 Market Street, Room 314, City Hall, St. Louis, Missouri 63103

Grantee: St. Louis County, Missouri

Grantee's Address: 9th Floor, 41 S. Central Avenue, Missouri 63105

Legal Description: See **Exhibit "A"** attached hereto.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Roadway Easement Agreement. In the event of a conflict between the provisions of the attached Roadway Easement Agreement and the provisions of this cover page, the attached Roadway Easement Agreement shall prevail and control.

PERPETUAL ROADWAY EASEMENT

THIS PERPETUAL ROADWAY EASEMENT (“Easement”) is made as of the ____ day of _____, _____ by and between **THE CITY OF ST. LOUIS, MISSOURI (“Grantor”)** and **ST. LOUIS COUNTY, MISSOURI, OF THE COUNTY OF ST. LOUIS, STATE OF MISSOURI, C/O DEPARTMENT OF HIGHWAYS AND TRAFFIC, 41 South Central, Clayton, Missouri (“Grantee”)**.

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm unto said Grantee, the following described interest in real estate situated in the City of St. Louis and State of Missouri on the terms and conditions as provided herein as follows:

1. Roadway Easement. Pursuant to Ordinance No. _____, Grantor hereby grants to Grantee a perpetual exclusive, easement or right-of-way on the real property described in Exhibit A attached hereto (the "Roadway") for the purpose of and to be used as a public road upon the terms and conditions set forth herein to Have and to Hold the same, together with all rights and appurtenances to the same belonging, unto said Grantee, and to its successors and assigns forever.

2. Maintenance on Pipe. Notwithstanding anything herein to the contrary, the Grantee shall have no maintenance requirements with regard to the Grantor’s water pipe located under the Roadway (“Pipe”), and Grantor shall assume all obligations to repair, maintain and replace the Pipe unless the Pipe is damaged by Grantee while performing road maintenance repairs. If the Pipe is damaged by Grantee then the Pipe shall be repaired at the sole cost and expense of and by the Grantee. Grantor acknowledges and agrees that any and all damage to the Roadway caused by Grantor’s repair, maintenance or replacement of such Pipe shall be repaired at the sole cost and expense of and by the Grantor. In the event that Grantor is required to make any repair to the Pipe, Grantor shall apply to Grantee for a Special Use Permit at least two (2) days prior to commencement of repairs. If emergency repairs to the Pipe are necessary, Grantor shall immediately begin repairs and apply for such permit with as much notice to Grantee as practical. Grantee shall not unreasonably withhold issuance of such permit.

3. Maintenance of Roadway. Grantee shall maintain the Roadway in conformity with the standards for maintaining roads with similar volume levels in St. Louis City and St. Louis County, Missouri (with the higher standard to apply); such maintenance shall include, but is not limited to all matters related to the operation of the Roadway including traffic control, parking and all signage related to the operation of the Roadway, plowing snow, patching/repairing and striping the Roadway and issuing permits.

4. Miscellaneous.

a. Binding Effect. This Easement and all provisions hereof shall inure to the benefit of and be binding upon the Grantor and the Grantee and their respective heirs, personal representatives, successors and assigns. The benefit and the burden of this Easement and the covenants and agreements contained herein shall run with the land.

b. Severability. Whenever possible, each provision of this Easement and any related document shall be interpreted in such a manner as to be valid under Missouri law. If any of the foregoing provisions or provisions of a related document are deemed to be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Easement or the related document.

c. Choice of Law. This Easement and each and every related document, is to be governed by, and construed in accordance with, the laws of the State of Missouri.

d. Recording. This Easement shall be recorded in the City of St. Louis, Missouri.

e. Force Majeure. Neither Grantor nor Grantee should be deemed in violation of this Easement if it is prevented from performing any obligation hereunder by reason of strike, boycott, labor disputes, embargoes, shortage of materials, acts of god, acts of riots, acts of public enemy, acts of a superior governmental authority, rebellion, or sabotage or any other circumstances for which it is not responsible and which is not within its control.

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

Grantor

Grantee

Francis G. Slay
Mayor, City of St. Louis

Charlie A. Dooley
County Executive, County of St. Louis

ATTEST:

Darlene Green
Comptroller, City of St. Louis

Approved as to legal form:

Approved as to legal form:

City Counselor

County Counselor

Register

STATE OF MISSOURI)
) SS.
 CITY OF ST. LOUIS)

On this _____ Day of _____, 2009, before me a Notary Public in and for said state, personally appeared, Francis G. Slay who acknowledged himself to be the Mayor of the City of St. Louis and Darlene Green, who acknowledged herself to be the Comptroller of the City of St. Louis and that they, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

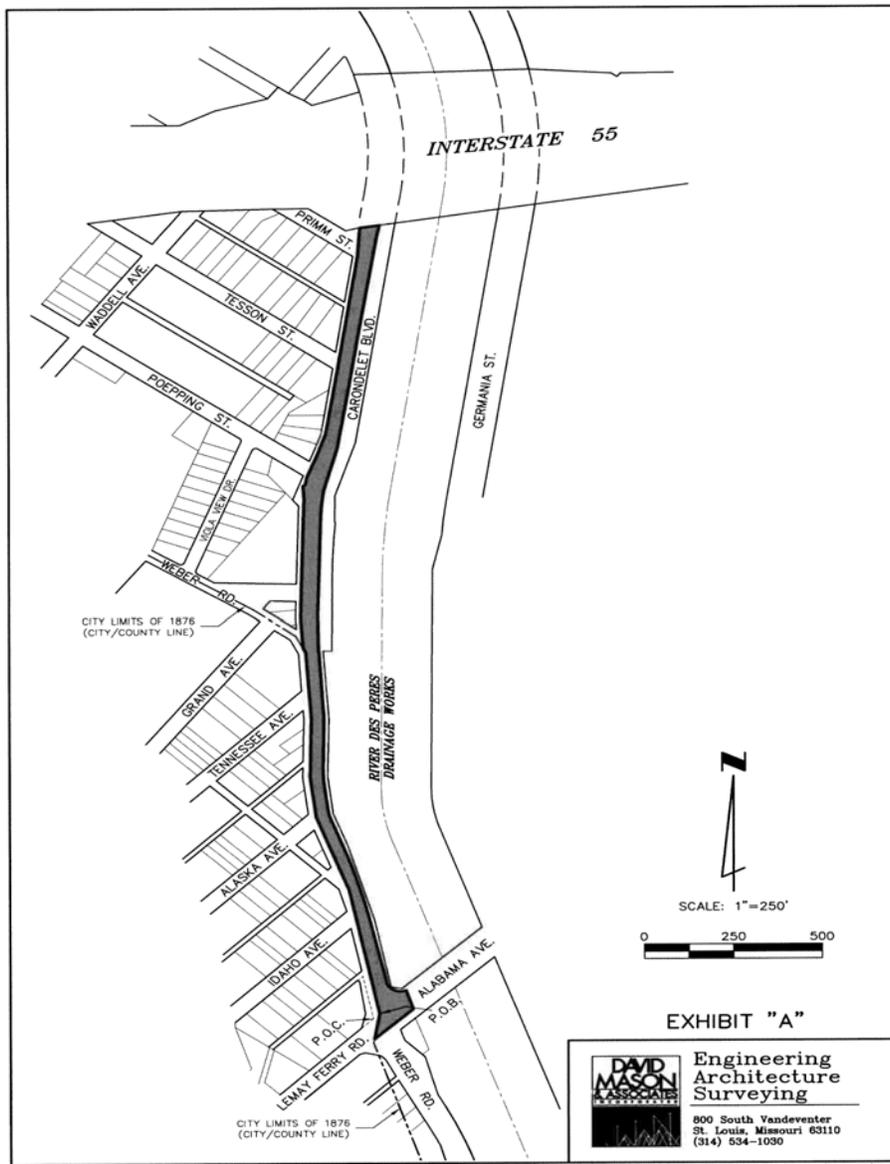
My term expires _____

On this _____ Day of _____, 2009, Charlie A. Dooley before me personally appeared, to me known to be the County Executive of the County of St. Louis who executed the foregoing instrument, and acknowledged that Charlie A. Dooley executed the same as his free act and deed.

My term expires _____

EXHIBIT A TO ROADWAY EASEMENT

Grantor's Property



**CITY OF ST. LOUIS
WEBER RD. AND CARONDELET BLVD.
PROJECT NO. 05022**

A tract of land being part of the public street within the city limits of the City of St. Louis, Missouri, known as Weber Road, variable width, and Carondelet Boulevard, variable width, being more particularly described as follows:

COMMENCING at a point being the intersection of the southwest right-of-way line of Weber Road, 70 feet wide, as widened by Ordinance No. 42041 with the northwest right-of-way line of Lemay Ferry Road, 60 feet wide, at the southeast corner of Block 4 of Rose Cottage Heights, a subdivision recorded in Plat Book 5, Page 64 of the St. Louis County Records; **THENCE** departing the southwest right-of-way line of Weber Road along the northeasterly projection of the northwest right-of-way line of Lemay Ferry Road, North 45 degrees 07 minutes 19 seconds East a distance of 24.04 feet to the original center line of Weber Road, also being the city limits of the City of St. Louis as established in 1876, and being the **POINT OF BEGINNING** of the herein described tract; **THENCE** along said original center line and city limits, 20 feet easterly of and parallel with the westerly right-of-way line of Weber Road as shown on plat of said Rose Cottage Heights and surveyed per Ordinance No. 42041, the following six (6) courses and distances: 1) North 11 degrees 10 minutes 30 seconds West a distance of 437.64 feet; 2) **THENCE** North 19 degrees 57 minutes 18 seconds West a distance of 269.31 feet to a point; 3) **THENCE** North 06 degrees 52 minutes 44 seconds West a distance of 139.54 feet to a point; 4) **THENCE** North 01 degrees 03 minutes 02 seconds East a distance of 201.15 feet to a point; 5) **THENCE** North 03 degrees 43 minutes 28 seconds West a distance of 230.94 feet to a point; 6) **THENCE** North 25 degrees 24 minutes 48 seconds West a distance of 16.91 feet to a point being the intersection of said original center line and city limits with the westerly back of curb of Carondelet Boulevard, variable width, as dedicated by Ordinance No. 41985; **THENCE** departing said original center line and city limits along said westerly back of curb of Carondelet Boulevard, the following fourteen (14) courses and distances: 1) North 03 degrees 55 minutes 23 seconds West a distance of 101.16 feet to a point; 2) **THENCE** North 00 degrees 53 minutes 02 seconds East a distance of 42.08 feet to a point; 3) **THENCE** North 01 degrees 29 minutes 17 seconds East a distance of 299.87 feet to a point; 4) **THENCE** North 01 degrees 23 minutes 01 seconds East a distance of 68.60 feet to a point; 5) **THENCE** North 02 degrees 41 minutes 20 seconds West a distance of 47.16 feet to a point; 6) **THENCE** North 52 degrees 43 minutes 43 seconds East a distance of 7.23 feet to a point; 7) **THENCE** North 10 degrees 12 minutes 01 seconds East a distance of 25.18 feet to a point; 8) **THENCE** North 20 degrees 47 minutes 47 seconds East a distance of 76.93 feet to a point; 9) **THENCE** North 18 degrees 13 minutes 32 seconds East a distance of 81.07 feet to a point; 10) **THENCE** North 08 degrees 51 minutes 33 seconds East a distance of 131.53 feet to a point; 11) **THENCE** North 08 degrees 27 minutes 23 seconds East a distance of 357.47 feet to a point; 12) **THENCE** North 08 degrees 06 minutes 27 seconds East a distance of 134.58 feet to a point; 13) **THENCE** North 03 degrees 43 minutes 27 seconds East a distance of 69.39 feet to a point; 14) **THENCE** North 04 degrees 51 minutes 50 seconds East a distance of 30.33 feet to a point

being the intersection with the southerly right-of-way line of Interstate 55; THENCE departing the westerly back of curb of Carondelet Boulevard along said southerly right-of-way line, North 80 degrees 51 minutes 23 seconds East a distance of 55.53 feet to a point on the easterly back of curb of Carondelet Boulevard; THENCE departing the southerly right-of-way line of Interstate 55 along said easterly back of curb the following nine (9) courses and distances: 1) South 10 degrees 03 minutes 04 seconds West a distance of 50.32 feet to a point; 2) THENCE South 08 degrees 46 minutes 31 seconds West a distance of 336.74 feet to a point; 3) THENCE South 08 degrees 26 minutes 32 seconds West a distance of 204.37 feet to a point; 4) THENCE South 08 degrees 52 minutes 44 seconds West a distance of 176.47 feet to a point; 5) THENCE South 10 degrees 54 minutes 52 seconds West a distance of 27.08 feet to a point; 6) THENCE South 14 degrees 40 minutes 47 seconds West a distance of 141.62 feet to a point; 7) THENCE along a curve to the left with a radius of 999.50 feet, having a chord bearing South 04 degrees 39 minutes 28 seconds West for a distance of 110.61 feet, and an arc distance of 110.67 feet to a point of tangency; 8) THENCE South 01 degrees 29 minutes 08 seconds West a distance of 311.94 feet to a point; 9) THENCE South 00 degrees 55 minutes 43 seconds East a distance of 129.94 feet to a point at the Gravois Creek bridge; THENCE along said bridge, South 70 degrees 30 minutes 43 seconds East a distance of 0.91 feet to a point; THENCE continuing along said bridge, South 03 degrees 30 minutes 43 seconds East a distance of 150.88 feet to a point; THENCE continuing along said bridge, North 70 degrees 30 minutes 43 seconds West a distance of 0.79 feet to a point on said easterly back of curb of Carondelet Boulevard; THENCE continuing along said back of curb the following sixteen (16) courses and distances: 1) South 03 degrees 53 minutes 11 seconds East a distance of 69.47 feet to a point; 2) THENCE South 00 degrees 17 minutes 51 seconds East a distance of 34.64 feet to a point; 3) THENCE South 00 degrees 53 minutes 56 seconds West a distance of 150.75 feet to a point; 4) THENCE along a curve to the left with a radius of 374.09 feet, having a chord bearing South 02 degrees 41 minutes 01 seconds East for a distance of 53.58 feet, and an arc distance of 53.63 feet to a point; 5) THENCE South 07 degrees 08 minutes 36 seconds East a distance of 91.60 feet to a point; 6) THENCE South 12 degrees 18 minutes 20 seconds East a distance of 21.55 feet to a point; 7) THENCE South 19 degrees 45 minutes 45 seconds East a distance of 144.26 feet to a point of curvature; 8) THENCE along a curve to the right with a radius of 924.75 feet, having a chord bearing South 17 degrees 52 minutes 04 seconds East for a distance of 61.15 feet, and an arc distance of 61.16 feet to a point of tangency; 9) THENCE South 15 degrees 58 minutes 23 seconds East a distance of 83.33 feet to a point of curvature; 10) THENCE along a curve to the right with a radius of 1024.75 feet, having a chord bearing South 15 degrees 03 minutes 15 seconds East for a distance of 32.87 feet, and an arc distance of 32.87 feet to a point; 11) THENCE along a radial line of said curve, South 75 degrees 51 minutes 53 seconds West a distance of 0.25 feet to a point; 12) THENCE along a curve to the right with a radius of 1024.50 feet, having a chord bearing South 13 degrees 16 minutes 39 seconds East for a distance of 30.68 feet, and an arc distance of 30.68 feet to a point; 13) THENCE South 12 degrees 33 minutes 04 seconds East a distance of 64.31 feet to a point; 14) THENCE South 12 degrees 21 minutes 13 seconds East a distance of 138.46 feet to a point; 15) THENCE South 11 degrees 06 minutes 07 seconds East a distance of 41.25 feet to a point of curvature; 16) THENCE along a curve to the left with a radius of

40.00 feet, having a chord bearing South 61 degrees 55 minutes 03 seconds East for a distance of 62.01 feet, and an arc distance of 70.95 feet to a point on the northerly back of curb of Alabama Avenue, 100 feet wide, as widened by Ordinance No. 37572 and amended in Ordinances No. 38079 and No. 39366; THENCE across Alabama Avenue, South 17 degrees 47 minutes 13 seconds East a distance of 67.61 feet to a point on the southerly back of curb; THENCE along said back of curb and its southwesterly projection, South 46 degrees 28 minutes 39 seconds West a distance of 151.23 feet to a point being the intersection with the city limits of the City of St. Louis; THENCE along said city limits across aforesaid Lemay Ferry Road, North 09 degrees 19 minutes 19 seconds East a distance of 88.89 feet to the **POINT OF BEGINNING**.

Containing 124,188 square feet or 2.85 acres of land, more or less.