

ORDINANCE #66775
Board Bill No. 165
Committee Substitute

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND COMPTROLLER TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT (“INTERGOVERNMENTAL AGREEMENT”) BY AND AMONG THE CITY OF ST. LOUIS, MISSOURI (“CITY”), THE COUNTY OF ST. LOUIS, MISSOURI (“COUNTY”), THE LAND REUTILIZATION AUTHORITY OF THE CITY OF ST. LOUIS (“LRA”), THE METROPOLITAN ST. LOUIS SEWER DISTRICT (“MSD”), THE ST. LOUIS COUNTY PORT AUTHORITY (“COUNTY PORT AUTHORITY”), AND PINNACLE ENTERTAINMENT, INC. (“PINNACLE”), TO CONSTRUCT AN ACCESS ROAD (“ACCESS ROAD”) NEAR THE RIVER DES PERES TO THE PINNACLE DEVELOPMENT SITE IN ST. LOUIS COUNTY (“THE PINNACLE DEVELOPMENT SITE”); AND AUTHORIZING THE MAYOR AND THE COMPTROLLER TO GRANT A PERPETUAL EASEMENT WITH RESTRICTIONS CERTAIN CITY PROPERTY FOR THE ACCESS ROAD, AND TO CONVEY WITH RESTRICTIONS CERTAIN CITY PROPERTY FOR USE AS A PARK AND OTHER USES, WHICH PROPERTIES ARE AT OR NEAR THE RIVER DES PERES TO THE PINNACLE DEVELOPMENT SITE, AND TO CONVEY CERTAIN CITY PROPERTY LOCATED AT OR NEAR 1031 AND 1035 COMMERCIAL STREET TO THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS (“LCRA”) IN CONNECTION WITH THE PINNACLE DEVELOPMENT SITE LOCATED IN THE CITY OF ST. LOUIS; AND CONTAINING A SEVERABILITY AND AN 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 MO. Rev. Stat. (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 any other municipality or political subdivision 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 at the old National Lead Site in south St. Louis County by Ordinance No. 21,908; and

WHEREAS, the County and Pinnacle have selected a preferred access road that lies partly within the boundaries of the City of St. Louis and partly within the boundaries of St. Louis County; and

WHEREAS, in addition to the City, County, LRA, MSD, and the County Port Authority own property along the Access Road; and

WHEREAS, condemnation of private properties located within the City of St. Louis may be necessary to construct the Access Road, and therefore, it may be necessary for the City to initiate condemnation proceedings or to grant authority to the County to initiate condemnation proceedings in the name of the City to acquire such necessary property interests for the Access Road; and

WHEREAS, the Intergovernmental Agreement provides for the City and the LRA to transfer ownership of properties the City and the LRA own along the Access Road for the construction of the Access Road and to enhance St. Louis County’s Lemay Park; and

WHEREAS, the Intergovernmental Agreement provides for MSD to devote, dedicate or establish public property interests necessary for the construction of the Access Road; and

WHEREAS, Pinnacle, pursuant to a Lease and Development Agreement with the County Port Authority dated August 12, 2004, has agreed to fund the construction of the Access Road; and

WHEREAS, the Intergovernmental Agreement provides that upon completion of the Access Road, the County shall maintain the Access Road and assume liability for claims arising out of the maintenance of 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 and the County, the LRA, MSD, the County Port Authority, and Pinnacle of their respective obligations under the Intergovernmental Agreement are in the best interests of the County and the health, safety, morals and welfare of its residents;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS, MISSOURI, AS FOLLOWS:

SECTION ONE. Approval of the Intergovernmental Agreement. The Mayor and the Comptroller are authorized and directed to execute, on behalf of the City, the Intergovernmental Agreement as attached hereto as Exhibit 1 and the City Register is hereby authorized and directed to attest to same and to affix the seal of the City thereto. The Intergovernmental Agreement shall provide for the City to transfer certain property interests to the County for construction of the Access Road, to cooperate with the County, the LRA, MSD, the County Port Authority, and Pinnacle for the design, planning, construction, maintenance of the Access Road, and assumption of liability for claim brought pursuant to maintenance of the Access Road. The Intergovernmental Agreement shall provide for the City to cooperate with the County to condemn any and all private property necessary for the Access Road identified in the Intergovernmental Agreement. The Intergovernmental Agreement shall be conditioned upon the sale of certain property from the LCRA to Pinnacle pursuant to that certain Property Purchase Agreement between the LCRA and Pinnacle authorized by LCRA Resolution 05-LCRA-7967E dated July 7, 2005, as it may be amended from time to time. The Intergovernmental Agreement shall provide for the County to enter into a Road Development Agreement, which is attached to the Intergovernmental Agreement as Exhibit F for the purposes of designing, planning, funding, construction, and maintenance of the Access Road. The Intergovernmental Agreement shall provide for a Transportation Development District, if the parties determine such is necessary. 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 TWO. 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 THREE. Recording of the Intergovernmental Agreement. Upon execution of the Intergovernmental Agreement, the Register or designee shall cause a copy of the Intergovernmental Agreement to be filed in the office of the Missouri Secretary of State and in the office of the Recorder of Deeds of the City, as required by Section 70.300 Mo. Rev. Stat.(2000)

SECTION FOUR. Transfer of City Property The Mayor and the Comptroller are hereby authorized and directed to grant a Perpetual Easement with restrictions to the County Port Authority for the property described on Exhibit B-1 of the Intergovernmental Agreement necessary for the construction of the Access Road and to execute a Quit Claim Deed or other acceptable form of conveyance as determined by the City Counselor with restrictions to the County Port Authority for that property described on Exhibits B-2 and D of the Intergovernmental Agreement. The Mayor and the Comptroller are hereby authorized and directed to execute a Quit Claim Deed or other acceptable form of conveyance as determined by the City Counselor to LCRA for that property located at or near 1031 and 1035 Commercial Street described in Exhibit 2 attached hereto in connection with the Pinnacle development site located in the City of St. Louis and the sale of certain property from the LCRA to Pinnacle pursuant to that certain Property Purchase Agreement between the LCRA and Pinnacle authorized by LCRA Resolution 05-LCRA-7967E dated July 7, 2005, as it may be amended from time to time.

SECTION FIVE. 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 SIX. 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 within the meaning of Sections 19 and 20 of Article IV of the Charter of the City

of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

**EXHIBIT 1
Intergovernmental Agreement
(attached)**

**EXHIBIT 2
City Property to Be Conveyed to LCRA**

Parcel 1:

A parcel of land in Block 18 of the City of St. Louis, described as: Beginning at the point of intersection of the South line of Carr Street, 50 feet wide, and the West line of Wharf Street; thence South 7 degrees 51 minutes 22.775 seconds West along said West line of Wharf, 149.712 feet, to a point; thence South 69 degrees 06 minutes 27.553 seconds West, 80.893 feet, to a point; thence North 81 degrees 26 minutes 19.225 seconds West, 29.081 feet, to a point in the East line of the 20 foot wide alley in City Block 18; thence North 7 degrees 51 minutes 22.775 seconds East along said East line of alley, 63.812 feet, to a point; thence North 68 degrees 18 minutes 17.601 seconds East, 92.083 feet, to a point; thence North 19 degrees 20 seconds 09.40 seconds West, 88.932 feet, to a point in the South line of Carr Street 50 feet wide, thence South 82 degrees 10 minutes 82.225 seconds East along the South line of Carr Street, 50 feet wide, 60.210 feet to the point of beginning.

Parcel 2:

All that part of Lot Four (4) in City Block Eighteen (18) described, as follows:

Beginning at the Northeast corner of Lot 1 in said City Block 18, which is also the point of intersection of the South line of Carr Street, 50 feet wide and the West line of the North and South alley 20 feet wide in said City Block 18, thence South 7 degrees 51 minutes 22.775 second West, one hundred thirty-five and one hundred fifteen thousandths (135.115) feet along said West line of alley 20 feet wide, to a true point of beginning; thence South 68 degrees 18 minutes 17.601 seconds West, twenty-three and four hundred seventy-eight thousandths (23.478) feet, to a point; thence South 8 degrees 33 minutes 40.775 seconds West, thirty-three and three hundred eight thousandths (33.308) feet, to a point in the South line of said Lot 4; thence South 82 degrees 08 minutes 37.225 seconds East, along said South line of Lot 4, twenty and eight hundred thirty-four thousandths (20.834) feet, to a point in the Western line of said alley 20 feet wide, which is also the Southeast corner of said Lot 4; thence North 7 degrees 51 minutes 22.775 seconds East, along said West line of alley 20 feet wide, forty-four and eight hundred eighty-five thousandths (44.885) feet, to the true point of beginning aforesaid.

ADOPTED: _____
Mayor

APPROVED: _____

ATTEST: _____
Register

INTERGOVERNMENTAL COOPERATION AGREEMENT

This INTERGOVERNMENTAL COOPERATION AGREEMENT (“Agreement”) is made and entered into as of _____, 2005, by and among ST. LOUIS COUNTY, MISSOURI, a constitutional charter county and political subdivision of the State of Missouri (the “County”), ST. LOUIS COUNTY PORT AUTHORITY (the “County Port Authority”), a public body corporate and politic of the State of Missouri, the CITY OF ST. LOUIS, MISSOURI (the “City”), a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, LAND REUTILIZATION AUTHORITY OF THE CITY OF ST. LOUIS (the “LRA”), a public body corporate and politic of the State of Missouri, THE METROPOLITAN ST. LOUIS SEWER DISTRICT (“MSD”), a municipal corporation and political subdivision of the State of Missouri, and PINNACLE ENTERTAINMENT, INC. (“Pinnacle”), a Delaware corporation.

WHEREAS, Pinnacle and the County Port Authority entered into a Lease and Development Agreement (the “County Development Agreement”) dated August 12, 2004 under which Pinnacle has agreed to construct a gaming and mixed-use facility to be located on property of the Port Authority located in the County and which also requires, among other things, that Pinnacle

construct an access road to such site (the "County Project"); and

WHEREAS, Pinnacle and the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") entered into a Redevelopment Agreement (the "City Redevelopment Agreement") dated April 22, 2004, as amended, under which the City and the LCRA agreed to enter into an agreement with the County with respect to the cooperation of the City and LCRA with the construction of the access road to the County Project; and

WHEREAS, the County and Pinnacle have selected a preferred access road to the County Project which road is conceptually described on Exhibit A attached hereto, the final alignment of which shall be appended hereto as Exhibit A-1 and which may include property owned by the County, the City, LRA, the County Port Authority, MSD and within the MSD right-of-way (the "Access Road"); and

WHEREAS, the construction of the Access Road will require the acquisition of additional interests in real property located in the County and the City; and

WHEREAS, the construction of the Access Road will require that the County, the City, the County Port Authority, the LRA, and MSD devote, dedicate or establish public property interests necessary for the Access Road over certain of their respective properties; and

WHEREAS, the development and construction of the Access Road by the parties will benefit both the County and the City by providing (a) better public safety access to local businesses; (b) the redevelopment of certain blighted properties; (c) the extension of the Great Rivers Greenway recreation trail system; and (d) access to improved park land owned by the County Port Authority; and

WHEREAS, the development and construction of the Access Road by Pinnacle will benefit the parties by providing MSD with the possibility of expanding its property ownership for expansion of its Lemay Treatment Plant and providing additional access to MSD's Lemay Treatment Plant; and

WHEREAS, the Access Road, upon completion of construction, will become a public road partially within the City of St. Louis and partially within St. Louis County; and

WHEREAS, the parties hereto have the authority to enter into this Agreement; and

WHEREAS, the County, the City, and MSD desire to approve the plans and specifications for construction of the Access Road; and

WHEREAS, the County is willing to maintain the Access Road upon its completion in accordance with the terms of this Agreement, and any other agreement entered into between the County and the City; and

WHEREAS, MSD is willing to maintain the sewer, storm water, sanitary, and drainage systems and any appurtenances thereto in connection with the Access Road (the "Sewer System");

WHEREAS, the parties hereto desire to enter into this Agreement to facilitate the acquisition of property, and the design, construction and maintenance of the Access Road;

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

1. Statutory Authority. The parties enter into this Agreement within the contemplation and purview of RSMo Sections 70.210 through 70.325, as amended and St. Louis County Ordinance No. _____, St. Louis City Ordinance No. _____, St. Louis County Port Authority Resolution No. _____, LRA Resolution No. _____, MSD Ordinance No. _____ and in compliance with Section 70.300 thereof, the County will record a copy of this executed Agreement with the Recorder of Deeds in St. Louis County and will send a copy to the Secretary of State for filing and the City will record a copy of this executed Agreement with the Recorder of Deeds for the City.

2. Public Improvement Concept. The County, the County Port Authority, the City, and the LRA hereby agree

to take action in accordance with the terms of this Agreement to facilitate the design, planning, construction and maintenance of the Access Road.

3. Term of Agreement. This Agreement shall become effective upon its execution by all parties hereto (the “Effective Date”) and shall terminate unless extended by agreement of the parties or as otherwise provided herein, on the sooner of (a) completion of the Access Road and acceptance of the Access Road by the County, (b) five (5) years from the Effective Date, or (c) the termination by Pinnacle as provided in Section 14 hereof.

4. Transfer of City Property.

a. City Property. The City and/or the LRA own fee title to the real property more particularly described on Exhibit B-1 attached hereto (the “City Road Property”) and the real property more particularly described on Exhibit B-2 attached hereto (the “City Park Property”) which may be necessary for the construction of the Access Road and the County Project. The County has requested that the City transfer the following interests in the City Road Property and the City Park Property to the County Port Authority (collectively, the “City Property”):

i. Perpetual Easement for Construction and Maintenance of the Access Road (as defined in Section 5(a) hereof) or for park purposes in the form attached hereto as Exhibit B-1 on the City Road Property; and

ii. Fee title to the City Park Property, which real property would be utilized by the County as a park.

b. Agreement to Transfer. The City and the LRA hereby agree to transfer to the County Port Authority all of the City’s and the LRA’s right, title and interest in and to the City Property at no cost subject to the terms and conditions set forth in this Agreement.

c. Closing. In the event Pinnacle and the County Port Authority desire to acquire the property interests in some or all of the City Road Property described in Section 4(a) hereof, Pinnacle and the County Port Authority shall notify the City in writing of their election (the “Notice to Use City Road Property”). Within sixty days (60) of the City’s receipt of the Notice to Use City Road Property, the City and/or the LRA, as applicable, shall execute and deliver to the County Port Authority one or more easement agreement(s) with respect to the City Road Property in the form attached hereto as Exhibit C-1 and one or more quit claim deed(s) or such other acceptable form of conveyance as determined by the City Counselor transferring the City Park Property to the County Port Authority in the form attached hereto as Exhibit C-2.

d. Use of Property. The County and the County Port Authority hereby agree that following transfer of the City Property from the City and/or the LRA to the County Port Authority, (i) the City Road Property shall be used to construct, maintain and operate the Access Road or for park purposes; and (ii) the City Park Property shall be used as a park. The County Port Authority shall not transfer any of the City Property, except to any other governmental entity to be used in the same manner as herein required. Each quit claim deed by which the City transfers its rights to a portion of the City Property shall include a restriction on the grantee’s use and transfer of the property and provide for title to such property to revert to the City if such property is not used exclusively in the manner provided. Notwithstanding anything herein to the contrary, to the extent practicable and permitted by law, any property acquired by the County or the County Port Authority in connection with this Agreement which is located within the jurisdiction of the City shall be developed for commercial use in a manner which maximizes the commercial value of the property if: (i) such property is not essential to the construction of the Access Road and the Great Rivers Greenway recreational trail or expansion of the County Park as herein contemplated, and (ii) with respect to the NIMA Property, MSD elects not to exercise its rights to acquire such property pursuant to Section 5(b) hereof. The provisions of this Section 4(d) shall survive termination of this Agreement.

e. No Representations. The City Property shall be transferred “AS IS” with no representations being made by the City or the LRA as to the condition or title of the City Property and without any obligation on the part of the City or the LRA to repair any defects which may exist.

f. Restrictions on City Property. The City and the LRA agree to cooperate with the County and the County Port Authority and take all requested reasonable actions, at no cost to the City or the LRA, to obtain the removal of the deed restrictions other than the City’s deed restrictions from the City Property, and especially the Stafford Act restrictions that were recorded in connection with the purchase of City and LRA owned properties using community development block grant funds

provided by the U.S. Department of Housing and Urban Development (“HUD”). The City's support shall include, without limitation, providing access to its records on the property purchases, meeting with representatives of HUD, SEMA and FEMA if requested, providing signed correspondence supporting the removal of such deed restrictions and other documents requested or required by HUD, SEMA or FEMA. The County hereby agrees to reimburse (such reimbursement to be reimbursed by Pinnacle to the County pursuant to the Road Development Agreement) the City and the LRA for all reasonable out-of-pocket costs actually incurred by the City or the LRA in connection with the City's and the LRA's compliance with this section promptly upon request for reimbursement; provided, however, that the use by the City and/or the LRA of any attorneys other than City employees or other professionals shall be subject to the prior written approval of the County and Pinnacle, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything herein to the contrary, neither the City nor LRA shall have any liability for failure to obtain removal of any deed restriction or other title defect from City Property.

g. Access. During the period beginning upon the Effective Date, the City and LRA, as applicable, shall give Pinnacle and the County Port Authority and their representatives, employees, counsel and accountants reasonable access to the City Road Property and the City Park Property to inspect and/or test and otherwise conduct due diligence on such property, including without limitation environmental, soils, engineering, hazardous waste, geotechnical, wetlands, feasibility, percolation and flood plain tests, topographical surveys, and other tests conducted or prepared by engineers and/or contractors of the County and Pinnacle's choosing at Pinnacle's sole cost and expense. Pinnacle and the County shall, at their sole cost and expense, repair any damage to the City Property caused by such testing, inspections, investigations, feasibility studies, surveys, etc. (except with respect to the City Road Property to the extent Pinnacle proceeds with construction of the Access Road and completes the Access Road in accordance with the approved plans and specifications therefor). Pinnacle and, to the extent permitted by law, the County shall indemnify and hold the City and LRA harmless from and against all liability, claims, settlements, actions, losses, judgments, costs and expenses arising in connection with all rights granted pursuant to this Section. Notwithstanding anything herein to the contrary, the obligations of Pinnacle and the County in this Section 4(g) shall survive termination of this Agreement.

5. NIMA Property.

a. Acquisition of Site. The County Port Authority shall use its best efforts to acquire all necessary property interests in the NIMA Property owned by the United States, more particularly described on Exhibit D (the “NIMA Property”), which real property will be used in part for the Access Road. The development and use of the NIMA Property shall be administered by the County Port Authority. The County Port Authority shall prepare a plan for redevelopment for the NIMA Property which will be mutually agreeable to all affected parties hereto. The County Port Authority agrees to offer to MSD the right to purchase the remaining portion of the NIMA Property not used for the Access Road (the “Remaining NIMA Property”), prior to offering it to any third party and to negotiate with MSD regarding the transfer of the Remaining NIMA Property upon terms and conditions that are mutually agreeable to the County Port Authority and MSD. The County Port Authority will provide to MSD copies of all of its environmental reports and assessments on the Remaining NIMA Property at the time the County Port Authority offers the Remaining NIMA Property to MSD. In the event that the County Port Authority provides a Phase I Environmental Site Assessment (“Phase I”) and Phase II Environmental Site Assessment (“Phase II”) with respect to the Remaining NIMA Property to MSD at the time it makes the offer to MSD to purchase the Remaining NIMA Property and the County Port Authority and MSD are unable to reach mutually agreeable terms and conditions within 90 days of the date the County Port Authority first offers the Remaining NIMA Property to MSD, the County Port Authority may offer the Remaining NIMA Property to third parties subject to MSD's right of first refusal to purchase the Remaining NIMA Property on the same economic terms and conditions offered by the third party. In the event that the County Port Authority does not provide a Phase I and Phase II with respect to the Remaining NIMA Property to MSD at the time it makes the offer to MSD to purchase the Remaining NIMA Property and the County Port Authority and MSD are unable to reach mutually agreeable terms and conditions within 200 days of the date the County Port Authority first offers the Remaining NIMA Property to MSD, the County Port Authority may offer the Remaining NIMA Property to third parties subject to MSD's right of first refusal to purchase the Remaining NIMA Property on the same economic terms and conditions offered by the third party. For purposes of this Section 5 and Sections 4(a), 4(d) and 11, the Access Road shall mean the width of the road right-of-way and related required improvements and/or the proposed recreational trail (which may be located in easements immediately adjacent to the Access Road) described in Section 13 hereof which is not expected to exceed 120 feet in overall width

b. The County Port Authority anticipates that certain environmental contamination on the NIMA Property will be remediated. If MSD or any other person or entity pays any consideration to the County Port Authority in exchange for rights in the NIMA Property (the “Proceeds”), then to the extent such Proceeds exceed the County Port Authority's acquisition and remediation costs of the NIMA Property and subject to any requirements and contracts between the Port Authority and the Air Force and/or the GSA, the County Port Authority immediately shall transfer (or cause to be transferred) to the City, the City's prorata share of the excess Proceeds. The City's prorata share shall be based on the square footage of the NIMA Property in the City's jurisdictional limit as compared to the entire NIMA Property. Notwithstanding anything herein to the contrary, the provisions of this Section 5(b)

shall survive termination of this Agreement.

6. Condemnation of Additional Property in City.

a. Right to Request Initiation of Condemnation Proceedings. Private parties own certain parcels of real property located within the City and more particularly described on Exhibit E attached hereto, the acquisition of which may be necessary for construction of the Access Road (the "Private Property"). With respect to any portion of the Private Property or any interest therein (including without limitation, any tenant's or lessee's interest in any lease affecting the Private Property acquired by the County which the County desires to acquire) not acquired by negotiated purchase, donation, option, easement or lease, the County shall notify the City, in writing, that the City shall initiate eminent domain proceedings to acquire such parcel or parcels of the Property or interest therein at the sole expense of the County (such expense to be reimbursed by Pinnacle to the County pursuant to the Road Development Agreement); provided that the City shall not and will not acquire title to any parcel or parcels of the Private Property by condemnation or eminent domain (through payment of a commissioners' award into any court registry or otherwise) until such time as the County provides a written consent to proceed with such proceeding. The City shall convey legal title to any real property acquired in its name by condemnation pursuant to this Agreement by quit claim deed to the County following payment of the commissioner's award or settlement payment, as applicable, by the County (such payment to be reimbursed by Pinnacle to the County pursuant to the Road Development Agreement) and receipt of a written consent to do so as set forth below.

b. Procedure for Request. Prior to requesting the initiation of condemnation proceedings with respect to any parcel of the Private Property, the County shall:

i. Make a written request for the initiation of condemnation proceedings not later than fifteen (15) days prior thereto (which request may be made either before or after the City's authorization of this Agreement by ordinance). Said request shall include a legal description of the parcel or parcels of Private Property to be taken by such proceedings, together with all other information reasonably required by the City to proceed.

ii. Satisfy all jurisdictional prerequisites to the initiation of eminent domain proceedings, including having negotiated for the purchase of the parcels in good faith.

iii. With respect to any parcel or parcels of Private Property proposed to be acquired by eminent domain, obtain (at the County's expense, which shall be reimbursed by Pinnacle pursuant to the Road Development Agreement) and deliver to the City a recent appraisal, prepared by an independent third party MAI appraiser reasonably acceptable to the City, and make an offer (as verified by the City) of at least ninety percent (90%) of the appraised value to the owner of such parcel or parcels of Private Property.

iv. Make available to the City any documentation relating to the County's good faith efforts to acquire by negotiation the parcel or parcels of Private Property to be part of the proceeding.

c. City Approval. With respect to any request for initiation of condemnation proceedings, the City shall approve or reject such request within fifteen (15) days after receiving from the County all information required above, provided that the City shall be required to approve any such request only if such information demonstrates to the City's reasonable satisfaction that the County (i) has made good faith efforts to acquire such parcel or parcels by negotiation based upon such facts, circumstances or claims, and (ii) the County or Pinnacle has provided the City with a bond, letter of credit or other security instrument naming the City as beneficiary, which bond, letter of credit or other security instrument shall be in an amount equal to fifty percent (50%) of the difference, if any, between the appraised value and the amount of damages reasonably claimed by the owner of such Private Property or any portion thereof. The bond, letter of credit or other security instrument shall be in a form and substance reasonably acceptable to the City. The provisions of this paragraph shall be solely for the benefit of the City and are not intended by the parties to be for the benefit of or enforceable by anyone other than the parties to this Agreement.

d. Condemnation of Remaining Rights. As and when the County acquires legal title to all of the Private Property set forth on Exhibit E, whether by voluntary purchase or by payment of a commissioner's award, the County may, as the City's agent, institute a blanket condemnation proceeding against all of the Private Property to eliminate any known or unknown easements, gaps, gores or other rights adversely affecting the Private Property or the County's ownership rights therein. The County may file such proceeding solely upon giving written notice to the City, and the County shall not be required to obtain any appraisal incident thereto.

e. Condemnation Procedures. The City shall initiate condemnation proceedings promptly after the request by the County and in any event within fifteen (15) days from the date of the City's receipt of the County's request, provided that the County has provided the City with all of the information and documents required by Section 6(b) and Section 6(c) of this Agreement. Except as otherwise provided herein, the County, as the City's agent, shall execute all condemnation proceedings, including selection of attorneys, appraisers and other professionals and the City Counselor shall act as co-counsel in all condemnation proceedings, provided, however, that the County's selection of any attorney or attorneys other than County employees to prosecute the eminent domain proceedings shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The City and the County agree to cooperate in all such proceedings and to take all necessary or other reasonable action in such proceedings and to execute all pleadings and other documents which may be reasonably necessary and/or required during the prosecution of such proceedings. During the condemnation proceedings, the County shall provide to the City copies of all pleadings and other documents filed or prepared in conjunction with the prosecution of the condemnation proceedings. The County shall consult with the City regarding recommendations by counsel to the County as to the fair settlement value of each such case. Advice and consultation among the City and the County shall continue throughout such proceedings. The City may, upon initiation of the condemnation proceedings, designate in writing to the County an individual who is authorized to represent the City in consultations with the County and its counsel. The City, acting through any such designated representative, shall have the right to inspect and to receive copies of any documentation relating to the efforts to acquire the parcel or parcels of the Private Property which are part of the proceedings and to make suggestions based upon any appraisals regarding the price or settlement to be paid therefor.

f. County Rights. Without limiting the generality of the County's rights in connection with such condemnation proceedings, it is acknowledged that (i) the County may conduct such due diligence as the County deems appropriate, (ii) the County may prepare and direct the filing of motions providing for the inspection of any parcel subject to the condemnation proceedings, (iii) the County may prepare and direct the filing of exceptions to any commissioners' report, (iv) the County may elect at any time to abandon any or all of the condemnation proceedings, provided, however, that it shall first notify the City in writing of such election, and (v) the County may take such other action and prepare and direct the filing of such other motions and pleadings as the County deems appropriate.

Within ninety (90) days after any commissioners' award, the County shall either (i) pay (or shall cause Pinnacle to pay) the amount of any commissioners' award issued in conjunction with any such condemnation proceeding either directly to the Clerk of the Circuit Court or to the City for payment of such commissioners' award by the City; (ii) settle the proceeding; or (iii) terminate the condemnation proceeding, in which case this Agreement shall continue and the City and the County shall continue to diligently prosecute any other condemnation proceedings pending at such time and shall cooperate to identify alternative means to complete the Access Road without acquiring that portion of the Private Property that was the subject of the terminated condemnation proceeding.

Notwithstanding anything to the contrary herein, to the extent permitted by law, the County covenants that it will indemnify and hold harmless the City in the amount that the sum of all jury awards exceeds the sum of all commissioners' awards for all parcels, or interests therein, which have been taken by eminent domain (such expense to be reimbursed by Pinnacle to the County pursuant to the Road Development Agreement).

g. Abandonment or Termination of Condemnation Proceedings: Indemnity.

i. If the County elects to abandon condemnation proceedings instituted under this Agreement following entry of a commissioners' award and any such condemnation proceeding is abandoned thereafter by the City, to the extent permitted by law, the County shall indemnify and hold the City harmless of and from any statutory award of interest the City is compelled by the Court to pay pursuant to Section 523.045 of the Revised Statutes of Missouri, as amended.

ii. If this Agreement is terminated, the City may elect to terminate all pending condemnation proceedings or may elect to continue condemnation proceedings at the City's sole risk and expense, including any resulting commissioners' or jury awards. In either event, the City shall have no obligation to reimburse the County for any costs incurred by the County. If the City elects to continue condemnation proceedings, the City shall have the further right to receive and to utilize at no cost to the City all reports, surveys, appraisals and work product obtained by the County on behalf of the County in the acquisition of such real property for which the City proceeds to acquire by condemnation or negotiated purchase.

iii. To the extent permitted by law, the County shall indemnify and hold the City harmless from and against any and all claims, suits, damages, expenses or liabilities, including court costs and reasonable attorneys' fees, arising out of (1) any eminent domain action filed pursuant to this Agreement, including any action which is abandoned, but excepting

therefrom any claim, suit, damage, expense, or liability caused by any intentional or wanton misconduct by the City of any of its officials, employees, agents or representatives, and any condemnation proceeding continued by the City under 6(g)(ii) of this Agreement; (2) the operation of all or any part of the Private Property, or the condition of the Private Property, including without limitation, any environmental cost or liability; and (3) negotiations, inspections, acquisitions, preparations, construction, leasing, operations and other activities of County, or its agents in connection with or relating to the Access Road (such expense to be reimbursed by Pinnacle to the County pursuant to the Road Development Agreement).

h. Relocation. The County shall identify any Displaced Person (as defined in Ordinance No. 62481 of the City) that is entitled to relocation payments or relocation assistance under the relocation plan of the City, which relocation plan was adopted on December 20, 1991, pursuant to Ordinance No. 62481 (the "Relocation Plan"). The County shall comply with all requirements under the Relocation Plan. To the extent that County must relocate any Displaced Person in accordance with the Relocation Plan, the County shall, at its sole cost and expense, engage the services of a firm that is mutually acceptable to the County and the City to carry out the County's obligations under this Section (such expense to be reimbursed by Pinnacle to the County pursuant to the Road Development Agreement). The County shall provide or shall cause such firm to provide monthly reports starting, with respect to each parcel, when the County has each parcel under contract, to the City regarding the status of relocation efforts under this Section.

7. Obligations of Pinnacle.

a. Pursuant to the County Development Agreement, Pinnacle agreed to construct the Access Road in accordance with the terms of the County Development Agreement. Upon execution of this Agreement, Pinnacle shall contract with the County for its services concerning acquisition of necessary properties (including but not limited to reimbursement of the County's expenses in connection with the condemnation of the Private Property), construction and payment of the cost of the Access Road, maintenance of the Access Road, indemnification for losses incurred in connection with the maintenance and use of the Access Road, and provision of insurance pursuant to the terms of a Road Development Agreement, in substantially the form attached hereto as Exhibit F (the "Road Development Agreement"). Subject to the terms of the County Development Agreement, Pinnacle shall be responsible for the costs of environmental remediation that may be required with respect to the NIMA Property necessary for construction of the Access Road.

b. Pinnacle agrees to cooperate and use its best reasonable efforts to comply with MSD's "Rules and Regulations and Engineering Design Requirements For Sanitary Sewage and Stormwater Drainage Facilities" with respect to the construction of the Sewer System related to the Access Road.

8. Additional Obligations of the County.

a. The County agrees that it will promptly review and consider the conceptual design, construction plans and specifications for construction of the Access Road and any subsequent changes and timely provide all necessary approvals and issue all required permits. The approval of the County shall not be unreasonably withheld. The County shall review and approve such conceptual designs, construction plans and specifications for construction of the Access Road in accordance with the more stringent requirements of the City of the County, as the case may be.

b. The County agrees to introduce and seek the passage of any Ordinances and/or Resolutions necessary to perform its obligations under this Agreement.

c. Upon completion of the Access Road, the County shall accept ownership of that portion of the Access Road within the County's jurisdiction and will maintain or cause to be maintained the entire Access Road in conformity with the standards for maintaining roads with similar volume levels in the County and the City (with the higher standards to apply). The County's obligation to maintain the Access Road herein contained shall survive termination of this Agreement, and shall be set forth in the Road Development Agreement. The City shall be a third party beneficiary of the Road Development Agreement and shall be entitled to enforce Pinnacle's obligations thereunder to maintain and insure the Access Road and indemnify the County for any loss incurred in connection with the maintenance or use of the Access Road.

d. The County agrees that MSD has sole jurisdiction and inspection authority over the design and construction of storm and sanitary sewers related to the Access Road.

e. Upon execution of this Agreement, the County shall contract with Pinnacle for its services concerning acquisition of necessary properties (including but not limited to reimbursement of the County's expenses in connection with the condemnation of the Private Property), construction and payment of the cost of the Access Road pursuant to the terms of a Road Development Agreement, in substantially the form attached hereto as Exhibit F.

9. Additional Obligations of the City.

a. The City agrees that it will promptly review and consider the conceptual design and construction plans and specifications for construction of the Access Road and any subsequent changes and timely provide all necessary approvals and issue all required permits. The City shall in good faith approve or disapprove any permit request within thirty (30) calendar days of receipt; and if the City does not respond to any permit request within such thirty (30) day period, such permit request shall be deemed approved by the City.

b. The City agrees to introduce and seek the passage of any ordinances necessary to perform its obligations under this Agreement.

c. The City hereby consents to the conveyance by MSD of the Right-of-Way Easement and the Construction Easement referenced in Section 11 hereof.

d. The City agrees to pursue action necessary to dedicate, devote or establish rights-of-way, permanent drainage easements to MSD, permanent sidewalk easements, permanent traffic signal easements, temporary slope and construction licenses and other necessary public property interests on property that the City owns for the construction of the Access Road at no charge. The City will convey such interests to the County or MSD, as the case may be, for the construction of the Access Road over the City property at no charge.

e. The City agrees to take reasonable actions requested by Pinnacle and/or a title company at no cost to the City for the purpose of clarifying or clearing or otherwise making insurable title to any road or related property interest to be acquired from MSD, the County, or the City for the road purposes of this Agreement.

f. The City further agrees to cooperate with and support the County Port Authority at no cost to the City in the acquisition by the County Port Authority of fee title to the NIMA Property from the United States Air Force, including execution of any documents requested or required by the United States Air Force or the General Services Administration. The City waives all of its rights to purchase or otherwise acquire or use any property interests in the NIMA Property from the United States Air Force or the General Administrative Services except as provided in Section 5(b) hereof.

10. Additional Obligations of the County Port Authority.

a. The County Port Authority agrees to pursue any action necessary to perform its obligations under this Agreement.

b. Subject to the provisions of Section 2(h)(i) of the County Development Agreement, the County Port Authority will take all reasonable actions to have any unexpended HUD Empowerment Zone funds previously made available to the County Port Authority for the site of the County Project reallocated for any environmental remediation required on property to be acquired for the Access Road.

11. Additional Obligations of MSD.

a. MSD agrees to pursue action necessary to perform its obligations under this Agreement.

b. MSD agrees that it will promptly review and consider the conceptual design and construction plans and specifications for construction of the Access Road and the Sewer System related to the Access Road and any subsequent changes and timely provide all necessary approvals and issue all required permits consistent with MSD's Charter and operating rules and procedures.

c. Within seventy (70) days following the MSD approval of the plans and specifications for the Access Road, MSD shall grant, at no charge, a perpetual, non-exclusive easement to the County for the Access Road over the MSD property

in substantially the form attached as Exhibit G attached hereto (the “MSD Right-of-Way Easement Agreement”). The MSD Right-of-Way Easement Agreement shall be recorded in the office of the St. Louis County Recorder of Deeds and the City of St. Louis Recorder of Deeds.

d. Within forty-five (45) days following the MSD approval of the plans and specifications for the Access Road, MSD shall grant a temporary construction easement to Pinnacle, at no charge, permitting contractors, architects, engineers, subcontractors, suppliers and other agents the right to enter onto and use certain portions of MSD property for the construction of the Access Road and the Sewer System over MSD property in the form attached as Exhibit H attached hereto (the “MSD Temporary Construction Easement Agreement”) which shall include terms and conditions reasonably acceptable to MSD and Pinnacle and which terms shall include but not be limited to:

i. The term of the MSD Temporary Construction Easement shall coincide with the termination of this Agreement.

ii. Pinnacle shall provide a legal description of the MSD Temporary Construction Easement Area, together with a survey depicting the MSD Temporary Construction Easement Area, to MSD for review and approval prior to the execution of the MSD Temporary Construction Easement Agreement; and

iii. Additional terms and conditions of the MSD Temporary Construction Easement Agreement shall be mutually agreed to by MSD and Pinnacle.

e. The MSD Temporary Construction Easement Agreement shall be recorded in the office of the St. Louis County Recorder of Deeds and the City of St. Louis Recorder of Deeds.

f. MSD agrees to support the acquisition of the NIMA Property by the County Port Authority and in that regard, MSD waives all of its rights to purchase or otherwise acquire or use any property interests in the NIMA Property from the United States Air Force or the General Services Administration. MSD agrees to cooperate with the County Port Authority in the acquisition by the County Port Authority of the NIMA Property from the United States Air Force, including execution of any documents requested or required by the United States Air Force or the General Services Administration. MSD will cooperate with the County Port Authority and the County, as requested, with respect to the redevelopment plan for the NIMA Property. In the event the County Port Authority acquires the NIMA Property, MSD agrees to negotiate with the County Port Authority regarding the transfer of the Remaining NIMA Property upon terms and conditions that are mutually agreeable to the County Port Authority and MSD.

g. MSD agrees to cooperate with the other parties hereto to obtain all approvals, and permits, including those required from the Federal Emergency Management Agency, the Army Corps of Engineers, the Missouri Department of Natural Resources, and/or the Missouri Department of Transportation.

h. Upon completion of the Access Road, MSD shall accept the Sewer System and maintain it.

i. Nothing herein shall be deemed to obligate MSD to (a) expend any funds or incur any liabilities, or (b) expand the rights granted to MSD and Pinnacle hereunder.

j. MSD agrees to introduce and consider a resolution or ordinance, as the case may be, calling for the approval of a transportation development district provided for in Section 12 hereof if such a transportation development district is formed in accordance with this Agreement.

k. MSD agrees that it shall not issue any bonds, notes or other obligations or levy any taxes or special assessments to raise funds for or in connection with the Access Road so long as this Agreement remains in effect as to the obligations of Pinnacle.

l. MSD shall have no obligation to expend any of its funds for (i) construction or maintenance of the Access Road, (ii) construction of the Sewer System, or (iii) environmental remediation of the property used for the Access Road.

12. Formation of a Transportation Development District.

a. In the event that (i) either the County, the County Port Authority, the LRA or the City are unable or unwilling to fulfill their respective obligations under this Agreement, or (ii) Pinnacle desires to raise revenues for the Access Road, then the County shall file and the County Port Authority and City shall join, and the City shall cause the St. Louis City Port Authority to join, in a Petition with the Circuit Court of St. Louis County providing for the joint establishment of the transportation development district ("TDD") pursuant to Section 238.207.5 of the TDD Act, which petition shall be substantially in the form of Exhibit I as modified to include the St. Louis City Port Authority at the request of the City and to comply the TDD Act, calling for the formation of the TDD to be known as the "River Des Peres Transportation Development District." The Petition shall provide in part that:

i. the TDD will be formed for the purpose of funding, planning, designing and constructing the Access Road (the "TDD Project");

ii. the TDD will terminate upon the completion of construction of the Access Road and the County shall receive any excess acquisition properties that the TDD acquires from the City between Lemay Ferry Road and Broadway through condemnation or in lieu of condemnation as a result of the Access Road for park purposes;

iii. the boundaries of the TDD will be as described on Exhibit J attached hereto;

iv. the goal of the TDD will be to improve traffic flow along the I-55 corridor, increase access to area businesses, improve the linkages along the local bike and pedestrian trails and improve aesthetics within the TDD, creating an attractive and inviting area;

v. the TDD Project will be funded in accordance with the terms of the Road Development Agreement and that no taxes or assessments which may otherwise be imposed by operation of the TDD Act will be so imposed as long as Pinnacle is bound by this Agreement;

vi. the TDD will be authorized to raise revenues by special assessments and to contract with Pinnacle and the County for funding of the TDD Project, provided, however, that MSD, as a municipal corporation and political subdivision of the State of Missouri shall be exempt from any taxes or assessments assessed by the TDD;

vii. the TDD Board of Directors shall be established in accordance with Section 238.220.3 of the TDD Act; and

viii. Pinnacle and MSD shall each serve as an advisory member of the board and shall participate in meetings and discussions of the board and shall have access to all records of the TDD and the board.

b. In such case, the County, the County Port Authority and the City (and the City shall cause the St. Louis City Port Authority to each agree to introduce and seek the passage of any Ordinances and/or Resolutions necessary to perform its obligations under this Agreement. The County, the County Port Authority and the City each agree to use its best efforts to cause the TDD to be formed, including vigorously opposing any objections in the court proceedings.

13. Recreational Trail System. The parties hereto agree to support the development of a recreational trail system along the Access Road as a link to the Great Rivers Greenway recreation trail system. Each party hereto agrees to use its best efforts to grant any necessary easements in connection and subject to negotiations with Great Rivers Greenway, the County agrees to accept control over such recreational trail system at the time its accepts that portion of the Access Road within the County's and the City's jurisdiction and to maintain such recreational trail system.

14. Termination of Agreement.

a. Prior to commencement of construction of the Access Road, Pinnacle shall have the right to terminate this Agreement without further action and without further liability in the event that Pinnacle terminates the County Development Agreement for failure to satisfy conditions subsequent set forth in Section 2 of the County Development Agreement.

b. This Agreement may be terminated by Pinnacle without further liability, subject to ten (10) days notice to all other parties, in the event that any party hereto, or a transportation development district formed by all or any of the parties

hereto, imposes a tax or assessment in connection with the Access Road.

15. 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 the intent of this Agreement, the County Development Agreement and the City Redevelopment Agreement. Each of the parties hereto agrees to cooperate with the Missouri Gaming Commission by furnishing all information requested by Pinnacle's affiliate, Casino One Corporation ("Gaming Applicant"), in connection with its Class A Application pending with the Missouri Gaming Commission under Sections 313.800 – 313.850 RSMo. 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 or consent must be given:

If to the County:	Office of County Executive 9th Floor, 41 S. Central St. Louis, MO 63105 Attn: _____ Facsimile: (314) 615-3727
With a copy to	County Counselor 9th Floor, 41 S. Central Avenue Clayton, MO 63105 Attn: Facsimile: (314) 615-3727
If to the County Port Authority	c/o Economic Council of St. Louis County 121 South Meramec, Suite 900 Clayton, MO 63105 Attn: Director of Real Estate Facsimile: (314) 615-7666
If to the City:	Deputy Mayor for Development 200 City Hall St. Louis, MO 63103 Facsimile: (314) 622-4061
with a copy to	City Counselor 314 City Hall St. Louis, MO 63103 Facsimile: (314) 622-4956
If to the LRA	Executive Director Suite 1200 1015 Locust St. St. Louis, MO 63102
If to MSD:	2350 Market Street St. Louis, MO 63103 Attention: Randy Hayman, General Counsel Facsimile: (314) 768-6279
with a copy to	Peter Sanocki 2350 Market Street St. Louis, MO 63103 Facsimile: (314) 768-6279

If to Pinnacle: 3800 Howard Hughes Parkway
Suite 1800
Las Vegas, NV 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, MO 64108
Facsimile: (816) 292-2001

16. Entire Agreement; Amendment. This Agreement represents the entire understandings and agreements 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 County Development Agreement or the City Redevelopment Agreement. Unless specifically provided for in this Agreement or the Road Development Agreement, there shall not be any charges by the parties hereto upon any other party hereto, other than the customary charges related to the planning, construction, and permitting of the Access Road. All amendments to and modifications of this Agreement shall be in writing and signed by all of the parties hereto.

17. 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.

18. Condition Precedent to City's Obligations. Notwithstanding anything herein to the contrary, this Agreement shall become effective with respect to the City only upon sale and transfer of certain real property from the LCRA to Pinnacle pursuant to that certain Property Purchase Agreement between the LCRA and Pinnacle authorized by LCRA Resolution 05-LCRA-7967E dated July 7, 2005, as it may be amended from time to time.

19. 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.

20. Waiver. Pinnacle's failure at any time hereafter to require strict performance by the County, County Port Authority, City, the LRA, or MSD of any provision of this Agreement shall not waive, affect or diminish any right of Pinnacle thereafter to demand strict compliance and performance therewith.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. Third-Party Beneficiaries. The TDD, if applicable, and the parties signatory to this Agreement are the only

parties capable of or entitled to the enforcement of the provisions herein. Each party confirms that no other parties are intended to be third party beneficiaries of any provision of this Agreement.

27. **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 or the City Property following the initial transfer of the City Property from the City to the County Port Authority or the County. 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 forgoing limitations. Notwithstanding anything herein to the contrary, the provisions of this Section 27 shall survive termination of this Agreement.

**SIGNATURE PAGE TO
INTERGOVERNMENTAL COOPERATION AGREEMENT**

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

ST. LOUIS COUNTY, MISSOURI

By: _____
Printed Name: _____
Title: _____

ATTEST:

Printed Name: _____
Title: _____

STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this ___ day of _____, 2005, before me a Notary Public in and for said state, personally appeared _____ who acknowledged himself to be the _____ 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

(Seal)

My commission expires:

Approved:

Approved as to Legal Form:

Director of Highways and Traffic

St. Louis County Counselor

**SIGNATURE PAGE TO
INTERGOVERNMENTAL COOPERATION AGREEMENT**

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

**LAND REUTILIZATION AUTHORITY
OF THE CITY OF ST. LOUIS**

By: _____
Printed Name: _____
Title: _____

ATTEST:

Printed Name: _____
Title: _____

STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this ___ day of _____, 2005, before me a Notary Public in and for said state, personally appeared _____ who acknowledged himself to be the _____ of Land Reutilization Authority of the City of St. Louis, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Land Reutilization Authority of the City of St. Louis.

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

Notary Public

(Seal)

My commission expires:

**SIGNATURE PAGE TO
INTERGOVERNMENTAL COOPERATION AGREEMENT**

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

ST. LOUIS CITY, MISSOURI

Mayor

Comptroller

ATTEST:

Register

Approved As To Form

City Counselor

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this ___ day of _____, 2005, before me a Notary Public in and for said state, personally appeared _____ who acknowledged himself to be the Mayor and Comptroller of the City of St. Louis, Missouri, and that he, 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 day and year first above written.

**THE METROPOLITAN ST. LOUIS
SEWER DISTRICT**

By: _____
Printed Name: _____
Title: _____

ATTEST:

Printed Name: _____
Title: _____

STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this ___ day of _____, 2005, before me a Notary Public in and for said state, personally appeared _____ who acknowledged himself to be the _____ of The Metropolitan St. Louis Sewer District and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of The Metropolitan St. Louis Sewer District.

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

Notary Public

(Seal)

My commission expires:

**SIGNATURE PAGE TO
INTERGOVERNMENTAL COOPERATION AGREEMENT**

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

PINNACLE ENTERTAINMENT, INC.

By: _____
Printed Name: _____
Title: _____

ATTEST:

Printed Name: _____
Title: _____

STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this ___ day of _____, 2005, 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

(Seal)

My commission expires:

EXHIBITS

- | | |
|-------------|---|
| Exhibit A | Description of Preferred Access Road |
| Exhibit A-1 | Final Alignment of the Access Road |
| Exhibit B-1 | City Road Property |
| Exhibit B-2 | City Park Property |
| Exhibit B-3 | City Defense Mapping Site |
| Exhibit C-1 | Form of Easement |
| Exhibit C-2 | Form of Quit Claim Deed |
| Exhibit D | County Defense Mapping Site |
| Exhibit E | Private Property |
| Exhibit F | Form of Road Development Agreement [To be provided by County, incorporating maintenance, insurance and indemnification provisions.] |

- Exhibit G Form of MSD Right-of-Way Easement Agreement
- Exhibit H Form of MSD Construction Easement Agreement
- Exhibit I Form of TDD
- Exhibit J TDD Boundary

Exhibits A, B-1, B-2, C-1, C-2, E, F, G, H, I & J
is on file in the Register's Office.

Article II, III, IV & V
is on file in the Register's Office.

Agreement and Petition
is on file in the Register's Office.

Approved: July 29, 2005