

St. Louis City Ordinance 64052

FLOOR SUBSTITUTE

BOARD BILL NO. [96] 352

INTRODUCED BY ALDERMAN FRANCIS G. SLAY

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute a Contract for Sale of Real Estate between the City of St. Louis and the Conservation Commission of the state of Missouri pertaining to a portion of that City-owned property commonly known as "Columbia Bottoms;" which contract shall be in the form attached hereto as Exhibit A and incorporated herein by reference as if fully set out; which contract authorizes the transfer and sale, via quitclaim deed, of a portion of that certain City-owned property commonly known as "Columbia Bottoms," (exclusive of three hundred fifty (350) acres to be retained by the City of St. Louis for composting and monofill operations; exclusive of all rights attendant to groundwater wellfield operations and transmissions relating to the establishment, maintenance and operation of municipal water operations and pumping and pipelines to the Chain of Rocks water plant and/or other water operations pipelines; and exclusive of certain easements attendant to said water and composting operations, (pursuant to the terms and limitations set forth and/or contemplated in said Contract for Sale and attendant exhibits)); which property is located in the county of St. Louis; which property shall be transferred to the Conservation Commission of the state of Missouri upon receipt of the first payment of THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000.00) out of the total cash sum of NINE MILLION THREE HUNDRED THOUSAND DOLLARS (\$9,300,000.00), plus interest, in cash payments by the Conservation Commission of the State of Missouri to the City of St. Louis, and in further consideration of the retention of rights by the City of St. Louis to allow for the ongoing farming of Columbia Bottoms by lessees of the City of St. Louis and to allow for the receipt by the City of St. Louis of the rental fees derived from said farming operations for a period of time through the end and completion of all growing seasons (through and inclusive of the subsequent harvesting) beginning during 1998, (but, in no event, to continue beyond July 15, 1999), and in further consideration of the execution of certain perpetual "Revenue Sharing Agreements" by and between the City of St. Louis and the Conservation Commission of the state of Missouri pertaining to the Conservation Commission's operations relating to the transferred property, and in further consideration of other good and valuable consideration; which transfer shall occur pursuant to the terms and conditions of the

aforementioned and attached Exhibit A and its attendant Exhibits; and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute a Contract For Sale of Real Estate, by and between The City of St. Louis and the Conservation Commission of the state of Missouri pertaining to a portion of that City-owned property commonly known as "Columbia Bottoms;" which contract shall be in the form attached hereto as Exhibit A and incorporated herein by reference as if fully set out; which contract authorizes the transfer and sale, via quitclaim deed, of a portion of that certain City-owned property known as "Columbia Bottoms," (subject to the terms, limitations, reservations of rights, and exclusions of properties set forth in said Exhibit A and its attendant Exhibits), for and in consideration of the total cash sum of NINE MILLION THREE HUNDRED THOUSAND DOLLARS (\$9,300,000.00), plus interest, in cash payments by the Conservation Commission of the State of Missouri to the City of St. Louis, and in further consideration of the retention of rights by the City of St. Louis to allow for the ongoing farming of Columbia Bottoms by lessees of the City of St. Louis and to allow for the receipt by the City of St. Louis of the rental fees derived from said farming operations for a period of time through the end and completion of all growing seasons (through and inclusive of the subsequent harvesting) beginning during 1998, (but, in no event, to continue beyond July 15, 1999), and in further consideration of the execution of certain perpetual "Revenue Sharing Agreements" by and between the City of St. Louis and the Conservation Commission of the state of Missouri pertaining to the Conservation Commission's operations relating to the transferred property, and in further consideration of other good and valuable consideration, pursuant to the terms and conditions of the aforementioned and attached Exhibit A and its attendant Exhibits. That certain City-owned property known as Columbia Bottoms, located in the county of St. Louis, together with that portion of Columbia Bottoms that will be retained by the City of St. Louis, are more fully described in the aforementioned and attached Exhibit A and its attendant Exhibits.

SECTION TWO. The Mayor and Comptroller of the City of St. Louis are hereby expressly authorized and directed to execute, on behalf of the City of St. Louis, any and all attendant or related documents, in form approved by the City Counselor and subsequent to approval by the Board of Estimate & Apportionment of the City of St. Louis, either referenced or contemplated in said Exhibit A, and/or deemed necessary to effectuate the terms set forth

therein, and/or deemed necessary to preserve and protect those rights and interests of the City of St. Louis set forth and/or contemplated therein.

SECTION THREE. Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and 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, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

EXHIBIT A

1

CONTRACT FOR SALE OF REAL ESTATE

BETWEEN

THE CITY OF ST. LOUIS

AND

THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI

This Contract is made and entered into this ____ day of _____, 199__ by and between the City of St. Louis, a municipal corporation of the state of Missouri, hereinafter referred to as "City" or "Seller" and having its principal place of business at City Hall, St. Louis, Missouri 63103, and the Conservation Commission of the State of Missouri, hereinafter referred to as "Commission" or "Buyer," and having its place of business at _____. This Contract is entered into by Seller under authority of Ordinance No. _____, approved _____, and upon the authorized execution and acceptance by Buyer.

In consideration of the covenants and agreements of the respective parties, as hereinafter set forth, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and take from Seller, certain real property situated in the county of St. Louis, State of Missouri, which real property shall hereinafter be referred to as the "Subject Property," pursuant to the terms of this Contract for Sale of Real Estate.

The Subject Property shall consist of a portion of that property currently commonly known as "Columbia Bottoms" and owned by Seller. Specifically

excluded from transfer pursuant to this contract and its attendant quitclaim deed, (and specifically excluded from the definition of "Subject Property"), is a three hundred and fifty (350) acre parcel of property comprising a portion of the property currently commonly known as "Columbia Bottoms." Hereinafter, this 350 acre parcel of property comprising a portion of the property currently commonly known as "Columbia Bottoms," but excluded from transfer pursuant to this contract and its attendant quitclaim deed, shall be referred to as the "Retained City Parcel." Additionally, and pursuant to the terms of this Contract for Sale of Real Estate, Buyer and Seller hereby agree to limit the term "Subject Property" in a manner whereby certain "Water Rights" and "Easements," as said terms are hereinafter defined, shall be retained by Seller and excluded from transfer and the definition of "Subject Property." Additionally, and pursuant to the terms of this Contract for Sale of Real Estate, Seller shall retain and be afforded certain rights, hereinafter described, relating to farming operations on the Subject Property, which rights shall hereinafter be referred to as "Retained Farming Rights."

The Subject Property shall be transferred by Seller to Buyer via quitclaim deed at closing. See, generally, Section 15 of this Contract for Sale and Exhibit 3 to this Contract. Said quitclaim deed shall be in form mutually approved by Seller's City Counselor and counsel for Buyer. Said quitclaim deed shall comply with the terms, provisions, covenants, conditions, restrictions, and agreements set forth herein.

The "Subject Property," and "Retained City Parcel" are more fully described as follows:

The "Subject Property" is a portion of the property currently commonly known as Columbia Bottoms. The term "Subject Property" specifically does not include those portions of and/or interests in the property currently commonly known as Columbia Bottoms which are referred to herein as the "Retained City Parcel," "Water Rights," "Easements," and "Retained Farming Rights."

Additionally, the term "Subject Property" shall include that property currently commonly known as "St. Ferdinand Island."

The "Retained City Parcel" is a portion of the property currently commonly known as Columbia Bottoms. The "Retained City Parcel" shall be a parcel of Columbia Bottoms three hundred and fifty (350) acres in size, located, generally, along the southern border of the property currently commonly known as Columbia Bottoms, inside the existing levee and owned by Seller. Seller and Buyer hereby specifically agree that the final configuration and

location of the "Retained City Parcel," shall be determined pursuant to the terms set forth herein prior to closing and transfer to Buyer of the Subject Property, and that Seller shall be afforded rights of access and egress to said Retained City Parcel as deemed necessary and appropriate by and to Seller.

"Columbia Bottoms" is more specifically described in the attached EXHIBIT 1.

The general location and configuration of those properties currently commonly known as Columbia Bottoms and St. Ferdinand Island are described on the map identified as EXHIBIT 2, attached hereto and incorporated herein by this reference as if fully set out. Additionally, EXHIBIT 2 illustrates the general location of the Subject Property and the Retained City Parcel. As the exact configuration and location of the Retained City Parcel has not yet been finally ascertained and determined by Seller, however, and as the Subject Property's exact configuration and location will be determined only after the Retained City Parcel has been identified and excluded from the legal description of the larger property currently commonly known as Columbia Bottoms, EXHIBITS 1 and 2 shall not be deemed sufficient in detail or scale to effectuate a final transfer of real property pursuant to this Contract for Sale of Real Estate.

Seller shall present to Buyer, within ninety (90) days after execution of this Contract for Sale of Real Estate and prior to closing, Seller's preference and legal descriptions illustrating and defining the location, placement, and configuration of the Subject Property and the Retained City Parcel. In the event Buyer selects to reject Seller's presentation of the aforementioned locations, placements, configurations, and legal descriptions, Buyer may notify Seller, within thirty (30) days from presentation by Seller and in writing pursuant to the terms herein, of Buyer's desire to negotiate said location, placement and configuration. In the event Buyer and Seller are unable, after good faith negotiations, to agree upon said location, placement and configuration, this Contract for Sale of Real Estate shall, thereupon, become null and void, and neither party to this Contract shall remain obligated to the other party in any manner. In the event the parties reach agreement regarding issues pertaining to the location, placement, and configuration of the Subject Property and the Retained City Parcel, Closing shall occur thereafter and at the place and time mutually agreed upon by Buyer and Seller.

The final Legal Descriptions agreed upon by the parties hereto shall be set forth within the Quitclaim deed contemplated herein and described in Section 15 of this Contract for Sale and in Exhibit 3 to this Contract for Sale. Said Quitclaim deed shall control and govern over the terms of this Contract for Sale with

respect to the legal descriptions and definitions pertaining to "Water Rights" set forth therein.

Seller and Buyer specifically acknowledge, agree, and understand that nothing contained in this Contract for Sale of Real Estate or any attendant document shall be construed to limit in any manner Seller's rights pertaining to the

Retained City Parcel are limited. Seller notifies Buyer that Seller expects to utilize said Retained City Parcel in a manner whereby composting and monofill operations may occur on the Retained City Parcel, and Buyer acknowledges its understanding that Seller may utilize the Retained City Parcel for new composting facilities and for the construction of monofills for the disposal of WTP lime residuals, and compost residuals. Notwithstanding the foregoing, however, Seller hereby preserves all rights and interests pertaining to its ownership of the Retained City Parcel and the parties hereto acknowledge their understanding of Seller's ongoing and unlimited rights to utilize the Retained City Parcel for any and all lawful purposes.

The Subject Property shall be conveyed to Buyer in "AS IS" condition.

The following additional terms, provisions and conditions are further agreed to:

1. Purchase Price. The total cash purchase price for the Subject Property is NINE MILLION THREE HUNDRED THOUSAND DOLLARS (\$9,300,000.00), plus interest accruing from the date of conveyance to maturity, payable by Buyer to Seller as set forth herein.

Buyer shall pay the aforementioned NINE MILLION THREE HUNDRED THOUSAND DOLLARS (\$9,300,000.00) to Seller in three equal principal installments of THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000.00) each, plus interest, (per the provisions below), as follows:

INSTALLMENT ONE

DUE DATE: The later of June 15, 1997 or closing

AMOUNT: \$3,100,000.00 principal payment

INSTALLMENT TWO

DUE DATE: December 31, 1997

AMOUNT: \$3,100,000.00 principal payment plus interest on the \$6,200,000.00 principal balance remaining subsequent to the first installment payment

INSTALLMENT THREE

DUE DATE: July 1, 1998

AMOUNT: \$3,100,000.00 principal payment plus interest on the \$3,100,000.00 principal balance remaining subsequent to the first and second installment payments

The interest rate at which Buyer shall pay Seller pursuant to the aforementioned installment schedule shall equal that rate of interest earned by the Commission Fund.

In order to allow Seller to secure and assure payment of all monies due Seller from Buyer subsequent to closing, Buyer hereby expressly agrees to execute any and all Promissory Notes, Deeds of Trust, or other similar security documents presented by Seller to Buyer to achieve this end and to secure and guarantee Seller's interest in payment and collection of the aforementioned monies. As additional consideration, in partial reliance upon which Seller has entered into this Contract for Sale of Real Estate, Buyer agrees to enter into Revenue Sharing Agreements with Seller, pertaining to revenues derived by Buyer in conjunction with (1) Mitigation Banking and (2) Other "Non-Traditional" Operations associated with the Subject Property, pursuant to the terms set forth herein and in Section 15 of this Contract for Sale of Real Estate.

As additional consideration, in partial reliance upon which Seller has entered into this Contract for Sale of Real Estate, Buyer hereby specifically and expressly grants and/or allows Seller to retain certain rights and/or interests, which, (in the absence of the limitations set forth in this Contract for Sale), would otherwise be considered part of the Subject Property. Said rights and/or interests are described, in greater detail, in Section 15 of this Contract for Sale of Real Estate and are herein referred to as "Water Rights," "Easements," and "Retained Farming Rights."

Buyer hereby specifically and expressly agrees to execute any and all documents and agreements presented by Seller which are deemed reasonably necessary by Seller to commemorate and/or preserve the "Revenue Sharing" and other rights and/or interests in the Subject Property set forth in this Contract.

2. Conveyance of Title. Conveyance shall be by Quitclaim Deed in form approved by Seller's City Counselor and counsel for Buyer, and in compliance with the terms, provisions, covenants, conditions, restrictions, and agreements set forth herein. Seller shall tender marketable and insurable title to Buyer subject to any existing deed restrictions, easements, regulations, and/or any other restrictions of record either (1) existing prior to the execution of this Contract for Sale of Real Estate or (2) created and/or contemplated pursuant to this Contract for Sale of Real Estate. Title shall transfer at closing. See, additionally, "Environmental Assessment and Title Insurance" provisions, *infra*.

3. Environmental Assessment and Title Insurance. Buyer and its agents shall have the right to enter upon the property at reasonable times for conducting an environmental inspection and assessment on all or portions of the Subject Property, and for other reasonable purposes related to this transaction. Based upon the results of any environmental inspection and assessment, Buyer may elect to refuse to accept the property, in which case this contract would terminate unless the seller corrects the problem to the satisfaction of Buyer prior to closing.

Within forth-five (45) days of execution of this Contract for Sale, Buyer, at Buyer's expense, shall obtain a commitment for title insurance on the Subject Property. If title examination notes defects in Seller's title, Seller shall have a reasonable period of time, not to exceed forty five (45) days, to correct such defects in title. If such defects are not corrected, Buyer may, at its option, cancel this Contract for Sale.

Notwithstanding the foregoing, nothing contained in the provisions of this Section shall be construed in a manner whereby Seller is required to correct or remediate either environmental problems or title defects discovered and/or purported to exist by Buyer.

4. Risk of Loss. Seller assumes all risks and liabilities for loss, damage or injury by fire, windstorm, accident, flood, or other cause, to the Subject Property until the closing date. If the Subject Property is damaged after the execution date of this Contract and before the date otherwise set for closing, Buyer shall elect, within thirty (30) days of the date of such damage, to either cancel this Contract or to close.

5. Liens. Neither Buyer nor Seller shall allow any liens, attachments, or other encumbrances to be filed against the Subject Property during the period of time following the execution of this Contract and prior to closing of this Contract.

6. Possession. Seller shall grant Buyer possession of the Subject Property at closing, subject to the restrictions otherwise set forth herein.

7. Closing. Delivery of quitclaim deed conveying title shall be at closing. Seller shall deliver actual possession of the Subject Property at closing, subject to the limitations set forth herein. Buyer shall pay any transfer taxes, recording expenses, and all other closing costs, with the exception that each party shall pay fees and expenses of its own counsel or other professionals relating to the execution of this agreement.

8. Assignment. This Contract for Sale shall not be assigned by Buyer.

9. Notices. Any notice provided for in this Contract for Sale shall be given by sending such notice by certified U.S. Mail, and a notice so sent shall be deemed to have been received on the second business day subsequent to the day of mailing.

Notices to Seller shall be sent to:

Comptroller
City of St. Louis
Room 311, City Hall
St. Louis, MO 63103

With a copy to:

City Counselor
City of St. Louis
Room 314, City Hall
St. Louis, MO 63103

Notices to Buyer shall be sent to:

Director, Department of Conservation
P.O. Box 180
Jefferson City, Missouri 65102-0180

10. Entire Agreement. This instrument contains the entire agreement between Buyer and Seller and may not be changed or terminated orally. Stipulations and covenants herein are to apply and bind successors and assigns of the respective parties and shall survive the closing.

11. Time of Essence. Time shall be of the essence in the performance of each and every obligation and understanding by the parties in this Contract for Sale.

12. Missouri Law Governs. This Contract for Sale shall be interpreted and governed in accordance with the laws of the State of Missouri.

13. Amendments in Writing. This Contract for Sale may be modified, amended or supplemented only in writing signed by both Buyer and Seller.

14. Remedies Upon Default. If any party defaults in the performance of any obligation provided by this Contract, the party claiming a default shall notify the other party in writing of the nature of the default, the time allotted for curing the default, (if not otherwise specified in this Contract), and its election of remedy if the default is not cured by the specified time. Additionally, the party claiming a default may elect to pursue any remedy at law or in equity.

15. Additional Terms, Provisions, Covenants, Conditions, Restrictions, and/or Agreements.

The parties hereto hereby specifically agree, acknowledge, and understand that the following covenants and provisions comprise a portion of the consideration that serves as an incentive for the parties to enter into this Contract for Sale of Real Estate, and that Seller has entered into this Contract for Sale of Real Estate in reliance upon the anticipated satisfaction by Buyer of the terms contained in this section and in reliance upon Buyer's agreement to execute any and all documents deemed reasonably necessary by or for Seller to commemorate and/or effectuate the agreements set forth herein, specifically including, but not limited to, those agreements attached hereto as exhibits and/or referenced herein as exhibits and/or documents to be presented Buyer by Seller and subject to negotiations, (including, for example, subdivision documents), pursuant to the terms herein.

Towards accomplishment of this end, Seller hereby agrees to present to Buyer, not later than ninety (90) days after execution of this Contract for Sale of Real Estate and prior to closing, Seller's documents, (other than those specifically attached hereto as Exhibits and specifically incorporated herein), commemorating and preserving the agreements, rights and/or interests described herein. In the event Buyer selects to reject Seller's presentation of the aforementioned documents, Buyer may notify Seller, not later than thirty (30) days from presentation by Seller and in writing pursuant to the terms herein, of Buyer's desire to negotiate terms pertaining to said documents. In the event Buyer and Seller are unable, after good faith negotiations, to agree upon said

terms, this Contract for Sale of Real Estate shall, thereupon, become null and void, and neither party to this Contract shall remain obligated to the other party in any manner. In the event Buyer accepts Seller's tender of documents, Closing shall occur thereafter and at the place and time mutually determined by Seller and Buyer.

The Mayor and Comptroller of the City of St. Louis are authorized and directed, pursuant to Ordinance _____, to execute all of said documents on behalf of Seller, in form approved by Seller's City Counselor and containing any changes, modifications or completions thereof, not inconsistent with the provisions of Ordinance _____, as Seller's officials executing same shall approve. Director, Department of Conservation, is authorized and directed, pursuant to Commission authority, to execute all of said documents on behalf of Buyer, as Buyer's officials executing same shall approve. The signatures of Seller's and Buyer's officials executing the same shall be conclusive as to their approval of such documents on behalf of Seller and Buyer, respectively.

"Revenue Sharing Agreements." As additional consideration for Seller to enter into this Contract for Sale, Buyer agrees to provide Seller, in perpetuity, certain monies derived from and/or relating to Buyer's ownership of the Subject Property and/or operations of, on, or relating to the Subject Property. The payment of said monies shall be commemorated via Revenue Sharing Agreements, (attached hereto as Exhibits 4 and 5), to be presented by Seller to Buyer pursuant to the terms of this section), and which Revenue Sharing Agreements shall encompass the following general terms:

Term of Agreements: Perpetual (from date of execution)

Revenue Sharing Percentages:

(1) "Mitigation Banking" and/or "Banking Credits" Derived Revenue: Seller to receive from Buyer 50% of all net revenues and/or proceeds realized by Buyer relating to operations of, on, or relating to the Subject Property and pertaining to "Mitigation Banking" and/or wetland mitigation, in the event such a program is initiated on the Subject Property. Said agreement is attached hereto as Exhibit 4 ("Wetlands Mitigation Banking Agreement") and is incorporated herein by this reference as if fully set out.

(2) Other Revenues: Seller to receive from Buyer 10% of net revenues and/or incomes from non-traditional sources generated to the Commission from enterprise activities of, on, or relating to the Subject Property, including but not limited to private industry partnering, concessions operations (including but not

limited to food, beverage, and retail concessions), and other revenues received by Buyer relating to the Subject Property. All variable and fixed costs from Subject Property operations and maintenance and capital expenditures amortized yearly in accordance with generally accepted accounting practices will be deducted from any non-traditional income. Normal Department fees, agricultural income, permits, etc. are considered traditional income sources. Said agreement is attached hereto as Exhibit 5 ("Non-Traditional Revenues Agreement") and is incorporated herein by this reference as if fully set out.

NOTE: Recreational User fees- Seller to receive 0% of all revenues derived from user fees assessed by Buyer upon recreational users of the Subject Property and additional "traditional income sources."

Payment: Payment shall be tendered to Seller by Buyer annually, at date to be agreed upon by Buyer and Seller.

Annual Reports: On an annual basis, Buyer shall provide Seller an annual report, (in form according to GAAP), of all gross and net revenues and expenses relating to the referenced Revenue Sharing Agreement

Audit: Seller shall be afforded reasonable access to any and all documents and/or records of Buyer or its agents deemed necessary or desirable by Seller in conjunction with the undertaking of compliance audits conducted by Seller or its agents. In the event Seller determines that Buyer has failed to pay all monies owed Seller pursuant to the Revenue Sharing Agreement, Seller may pursue any and all remedies available to Seller in either law or equity.

"Water Rights." As additional consideration for Seller to enter into this Contract for Sale, Buyer has agreed that Seller shall retain:

(1) all rights associated with and attendant to groundwater wellfield operations and transmissions relating to the development, establishment, maintenance and operation of municipal water operations and pumping, (including pipelines to the Chain of Rocks water plant and/or other pipelines) and including the use of all acreage needed for access, construction, siting, utility operations, maintenance, or other operations, (pursuant to the terms and limitations set forth in EXHIBIT 3, contemplated herein and to be presented to Buyer from Seller pursuant to the terms of this Contract for Sale, which Exhibit 3 shall be incorporated herein by this reference upon final execution, and which is contemplated to be in "Quitclaim form"), and

(2) all other or additional water development rights for the underground water resources of the entire area and property currently commonly known as Columbia Bottoms, including necessary easements, access and developments agreements on all property currently commonly known as Columbia Bottoms, (including that portion of said Columbia Bottoms which would, otherwise and in lieu of the existence of the limitations of this Contract for Sale, fall within the definition of "Subject Property"). All rights relating to, (and interests necessarily preserved by Seller in furtherance of conducting), these "Water Rights" operations have been omitted from inclusion within the definition of the term "Subject Property" adopted herein and are hereby further acknowledged by the parties hereto to be expressly retained by Seller, whether said rights and/or interests manifest themselves in the form of surface easements, retention of subsurface property and/or water rights, and/or other licenses, easements, covenants, or other interests in real property. Buyer covenants not to utilize the Subject Property in any manner whereby Seller's rights or abilities to pursue said "Water Rights" operations are limited, hampered, or lessened in scope, pursuant to the terms and limitations of the aforementioned Exhibit 3.

"Easements." As additional consideration for Seller to enter into this Contract for Sale, Buyer has agreed to grant and/or allow Seller to retain rights to all easements attendant, necessary, and/or related to the agreements set forth in this Contract for Sale of Real Estate, including but not limited to easements pertaining to existing and contemplated "Water Rights" operations, access and egress opportunities related to the "Retained City Parcel," and the "Retained Farming Rights" agreements. Said Easement rights are commemorated and labeled as Exhibit 6 to this Contract for Sale, which Exhibit 6 is incorporated herein by this reference as if fully set out.

"Retained Farming Rights." As additional consideration for Seller to enter into this Contract for Sale, Buyer has agreed to grant and/or allow Seller the opportunity to manage and execute lease agreements pertaining to farming of Columbia Bottoms, (including the Subject Property), and to receive and collect all proceeds derived therefrom, (without interference from Buyer, and without payment to Buyer from either Seller or from tenant farmers on said properties), for a period of time through the end and completion of all growing seasons (through and inclusive of the subsequent harvesting) beginning during 1998, but, in no event, to continue beyond July 15, 1999.

16. Miscellaneous.

Those terms and agreements set forth in Exhibit 7, attached hereto and incorporated herein by this reference as if fully set out, are hereby agreed to by Buyer and Seller.

Seller makes no representations or warranties, whatsoever, regarding the suitability of the property to purposes contemplated by Buyer. Any and all construction of Buyer's improvements contemplated for or on the property will be conducted and paid for by Buyer. Seller hereby contracts to sell, and Buyer hereby contracts to purchase, the Subject Property in "AS IS CONDITION."

If any one or more of the terms, provisions, covenants or conditions of this Contract for Sale shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this Contract for Sale shall be affected thereby, and each provision of this Contract for Sale shall be valid and enforceable to the fullest extent permitted by law.

Buyer and its agents, employees, or servants, agree and covenant that, in carrying out the provisions of this Contract for Sale, they shall not discriminate or permit discrimination, directly or indirectly, against any person or group of persons on the grounds of race, color, religion, national origin, or disability in violation of any ordinance or executive order of the City of St. Louis or any other laws or regulations.

IN WITNESS WHEREOF, the parties have duly signed this agreement on the date set forth herein.

CONSERVATION COMMISSION OF THE STATE OF MISSOURI

BY: _____

Title: _____

CITY OF ST. LOUIS, MISSOURI

Mayor

Comptroller

Approved as to form:

City Counselor

Register

STATE OF MISSOURI)

) ss.

CITY OF ST. LOUIS) On this _____ day of _____, 199__, before me
appeared _____, to me personally
known, who, being by me duly sworn, did say that s/he is the Mayor of the City
of St. Louis, and that s/he is authorized to execute this Deed on behalf of the
City of St. Louis and acknowledges said instrument to be the free act and deed
of the City of St. Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by
official seal in the City and State aforesaid, the day and year first above written.

Notary Public

My Term Expires:

STATE OF MISSOURI)

) ss.

CITY OF ST. LOUIS) On this _____ day of _____, 1996, before me
appeared _____, to me personally
known, who, being by me duly sworn, did say that s/he is the Comptroller of
the City of St. Louis, and that s/he is authorized to execute this Contract for
Sale on behalf of the City of St. Louis and acknowledges said instrument to be
the free act and deed of the City of St. Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by
official seal in the City and State aforesaid, the day and year first above written.

Notary Public

My Term Expires:

STATE OF MISSOURI)

) ss.

CITY OF ST. LOUIS)

On this ____ day of _____, 19__ before me a Notary Public in and for the City of St. Louis, appeared _____ who, being by me sworn, did say that s/he is _____ of _____ and that s/he is authorized to execute this Contract for Sale on behalf of _____ and acknowledges said instrument to be the free act and deed of _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the City and State aforesaid, the day and year first above written.

Notary Public

My Term Expires:

QUITCLAIM DEED

This Quitclaim Deed made and entered into as of _____ by and between the CITY OF ST. LOUIS, a municipal corporation, having an address of City Hall, St. Louis, Missouri 63103 ("City"), and the CONSERVATION COMMISSION OF THE STATE OF MISSOURI, having an address of 2901 W. Truman Blvd., Jefferson City, Missouri 65101 ("Commission").

The City, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Commission, the receipt of which is hereby acknowledged, does by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto the Commission the real estate located in the County of St. Louis, Missouri, more particularly described as follows:

See Exhibit A attached hereto and incorporated into this deed,

RESERVING AND EXCEPTING unto the City and its successors and assigns, the Water Rights as defined herein. "Water Rights" shall mean (i) all rights and privileges to water from time to time in and under the Property, including but not limited to groundwaters, underground waters, subterranean waters, subsurface waters, subjacent waters, or any of them, waters in underground or subterranean aquifers, and all water from time to time flowing in, under or through the Property, and all water from time to time percolating in, under and through the Property, and the use of all water from time to time in and under the Property, (ii) all water from time to time in and under the Property, including but not limited to groundwaters, underground waters, subterranean waters, subsurface waters, subjacent waters, or any of them, waters in

underground or subterranean aquifers, and all water from time to time flowing in or under the Property, and all water from time to time percolating in, under and through the Property, and the use of all water from time to time in or under the Property, (iii) without limiting in any fashion the rights and privileges in clauses (i) and (ii) herein, all riparian rights, which may now or hereafter inure to the Property but only as such rights relate to groundwaters, underground waters, subterranean waters, subsurface waters, subjacent waters, or any of them, waters in underground or subterranean aquifers, and all water from time to time flowing in, under or through the Property, and all water from time to time percolating in, under and through the Property, and without limiting any such rights, all claims and causes of action which may accrue to the owner of such riparian rights but only as such rights relate to groundwaters, underground waters, subterranean waters, subsurface waters, subjacent waters, or any of them, waters in underground or subterranean aquifers, and all water from time to time flowing in, under or through the Property, and all water from time to time percolating in, under and through the Property, and (iv) without limiting in any fashion the rights and privileges in clauses (i) and (ii) herein, all rights and privileges by any process or means to investigate, survey, explore for, access, prospect, drill for, extract, remove, withdraw, use, consume or transport on, about, in, through and away from the Property, such water; provided, however, that this reservation and exception does not include surface waters occurring from time to time on, over, on top of and above the surface of the Property, including only such lakes, streams, ponds or impoundments occurring from time to time on, over, on top of and above the surface of the Property; and provided further that the means and methods to access, prospect, drill for, or transport water pursuant to the Water Rights reserved and excepted herein is limited by the Water Access Easement (as defined below).

(The real estate described on Exhibit A less the Water Rights is herein referred to as the "Property".)

TO HAVE AND TO HOLD THE SAME, unto the Commission, and to its successors and assigns forever so that neither the City, nor its successors and assigns, nor any other person for it or in its behalf, will hereafter claim any right or title to the real estate except as provided herein but every one of them will be excluded and forever barred.

PROVIDED HOWEVER, that the grant contained herein is expressly conditioned upon the Commission executing and the City recording, immediately subsequent to the recordation of this deed, the Water Access Easement between the City and the Commission dated the date hereof and

incorporated into this deed as if fully set forth herein (the "Water Access Easement").

PROVIDED FURTHER, that the Commission covenants and agrees (i) not to do or suffer any act or omission on or to the Property which would regulate, control, obstruct, impede, block, hinder, delay, confine, impound, detain, slow, accelerate, interfere with, or divert water from time to time in, under, on, adjacent to, adjoining or abutting the Property, including but not limited to waters in natural or artificial watercourses or both, surface waters, lakes, groundwaters, underground waters, subterranean waters, subsurface waters, subjacent waters, or any of them, waters in underground or subterranean aquifers, and all water from time to time flowing in, under, on, through or adjacent to the Property, and all water from time to time percolating in, under and through the Property so as to interfere with or negatively affect the City's Water Rights or the operation of any City water facilities as may exist from time to time; and (ii) not to unreasonably interfere with in any manner the City's Water Rights; and (iii) not to do or suffer any act or omission on or to the Property which would unreasonably interfere with the operation of any City water facilities as the same may exist from time to time; and (iv) not to do or suffer any act or omission on or to the Property which would contaminate the Water Rights. The Property and the waters on, in, through, abutting, adjoining or adjacent to the Property shall never be used for purposes of gambling, gaming, casino, bingo, lottery, or riverboat gambling or gaming, or any similar or related purposes or for the purposes of a hotel, motel, inn which is related to any facility for gambling, gaming, casino, bingo, lottery, or riverboat gambling or gaming, or any similar or related purposes. The Commission covenants and agrees to use the Property in conformance with the constitutional mandates of the Commission. The Commission waives any and all rights in and to the Water Rights and releases any claims it may now or at any future time have with respect to such Water Rights. The Commission covenants and agrees to execute and deliver such documents and instruments as the City may reasonably request to use the Water Rights reserved and excepted herein. The Commission covenants and agrees that any use of the Property which would violate the covenants or agreements contained herein is and constitutes an unreasonable use of the Property. The Commission further agrees that the City's use, consumption, withdrawal, and transportation on, about, in, through and away from the Property, in the City's sole discretion, of water pursuant to the Water Rights reserved herein is a reasonable use of the Water Rights; and that the transportation on, about, in, through and away from the Property of water pursuant to the Water Rights herein, as is limited by the Water Access Agreement, is a reasonable use of the Water Rights. The restrictions and

covenants contained in this paragraph are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring the Property or any portion thereof whether by descent, devise, grant, deed, purchase or otherwise, and any person by the acceptance of title to the Property or any portion thereof shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. The Commission may only convey or transfer the Property to a grantee subject to the City's rights and privileges herein and only upon the grantee's express assumption of the Commission's agreements, covenants and obligations hereunder, and any conveyance or transfer of the Property without such express assumption is null and void. The right to enforce these restrictions and covenants shall inure to and be enforceable by the City and its successors and assigns. If the Commission shall violate or attempt to violate any of the covenants herein, and the City shall have the right to pursue any legal or equitable remedy allowable under applicable law, the City may prosecute any proceedings against the then-owner of the Property and any other person or entity violating or attempting to violate such covenant. The failure by the City to enforce any restriction, conditions, covenants or agreements contained herein shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. If any provision of this instrument is declared invalid or unenforceable, such decision shall not affect the validity or enforceability of any remaining portion of this instrument, and such remaining portions shall remain in full force and effect. The Commission expressly acknowledges and covenants and agrees that, because of the nature of the grant and reservation herein, and the City's obligation to perform vital water utility services for the benefit of the public, the City will be entitled to specific performance (and such other legal or equitable relief as may be available under applicable law) in the event that the Commission breaches any terms of this instrument. This instrument will be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors, assigns and, where appropriate, administrators, executors, personal representatives and heirs. Wherever this instrument refers to the City or the Commission, such reference shall include the City's successors and assigns, or the Commission's successors and assigns, respectively. Any successor entity to the City shall automatically be entitled to the rights and benefits herein, and shall be bound by the obligations herein, without further action on the part of the parties hereto; and any successor entity to the Commission shall automatically be entitled to the rights and benefits herein, and shall be bound by the obligations herein, without further action on the part of the parties hereto.

"City"

CITY OF ST. LOUIS

By:
Title:

"Commission"

CONSERVATION COMMISSION OF THE STATE OF MISSOURI

By:
Title:

STATE OF MISSOURI)

) ss.
CITY OF ST. LOUIS) On this _____ day of _____, 1997, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of the City OF ST. LOUIS, a municipal corporation of Missouri, and that said instrument was signed by _____ and _____ on behalf of said CITY OF ST. LOUIS; and said _____ acknowledged said instrument to be the free act and deed of said CITY OF ST. LOUIS.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, the day and the year first above written.

Notary Public
(SEAL)

My Commission Expires:

STATE OF MISSOURI)

) ss.
_____ OF _____) _____ OF _____
On this _____ day of _____, 1997, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of the CONSERVATION COMMISSION OF THE STATE OF MISSOURI, and that said instrument was signed by _____ and _____

_____ on behalf of said CONSERVATION COMMISSION OF THE STATE OF MISSOURI, and said _____ acknowledged said instrument to be the free act and deed of said CONVERSATION COMMISSION OF THE STATE OF MISSOURI.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, the day and the year first above written.

Notary Public

(SEAL)

My Commission Expires:

EXHIBIT 1 to
Contract for Sale of Real Estate
(Portion of Columbia Bottoms)

Re: COLUMBIA BOTTOMS ST. LOUIS, MISSOURI

COLUMBIA BOTTOMS

A PARCEL OF LAND SITUATED IN ST. LOUIS COUNTY, MISSOURI, AT THE CONFLUENCE OF THE MISSOURI AND MISSISSIPPI RIVERS, IN TOWNSHIP 47 NORTH, RANGES 7 EAST AND 8 EAST, OF THE 5TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE PROPERTY NOW OR FORMERLY OWNED BY JULIUS O. TRAMPE, ET AL., AND THE EAST LINE OF COLUMBIA BOTTOM ROAD AS HERETOFORE ESTABLISHED,

THENCE IN A NORTHERLY DIRECTION ALONG THE EAST LINE OF SAID COLUMBIA BOTTOM ROAD ITS INTERSECTION WITH THE NORTH LINE OF STRODTMAN ROAD, AS HERETOFORE ESTABLISHED, THENCE IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID STRODTMAN ROAD TO ITS INTERSECTION WITH THE WESTERN LINE OF THE PROPERTY FORMERLY OWNED BY MERLE T. PLITT AND ERMA PLITT, HIS WIFE, AND CONVEYED

TO THE CITY OF ST. LOUIS BY DEED RECORDED IN BOOK 2280, PAGES 342, 343 ST. LOUIS COUNTY RECORDS, SAID WESTERN LINE BEING ALSO THE EASTERN LINE OF A 12.122 ACRE TRACT CONVEYED TO FERDINAND M. MUELLER AND WIFE BY DEED RECORDED IN BOOK 1693, PAGES 63, 64 ST. LOUIS COUNTY RECORDS;

THENCE NORTH 18 DEGREES 27 MINUTES EAST 865.30 FEET ALONG SAID WESTERN LINE TO A POINT IN THE SOUTHERN LINE OF U.S. SURVEY 225, SAID SOUTHERN LINE BEING ALSO THE SOUTHERN LINE OF A TRACT OF LAND CONVEYED TO THE MURIEL J. PRATT REVOCABLE TRUST, AS DESCRIBED IN A DEED RECORDED IN BOOK 10344, PAGES 602, 603 ST. LOUIS COUNTY RECORDS;

THENCE SOUTH 77 DEGREES 57 MINUTES 47 SECONDS EAST 229.02 FEET ALONG THE SOUTH LINE OF SAID U.S. SURVEY 225 TO THE SOUTHEAST CORNER OF SAID U.S. SURVEY 225;

THENCE NORTH 11 DEGREES 59 MINUTES 03 SECONDS EAST 1468.14 FEET ALONG THE EAST LINE OF U.S. SURVEY 225 FEET TO A POINT IN THE TOP OF THE SOUTH BANK OF THE MISSOURI RIVER AND CONTINUING ALONG THE PROLONGATION OF SAID EAST LINE TO THE MIDDLE OF THE MAIN CHANNEL OF THE MISSOURI RIVER;

THENCE IN A GENERAL EASTERLY DIRECTION ALONG THE MIDDLE OF THE MAIN CHANNEL OF THE MISSOURI RIVER TO ITS INTERSECTION WITH THE MIDDLE OF THE MAIN CHANNEL OF THE MISSISSIPPI RIVER;

THENCE IN A GENERAL SOUTHERLY DIRECTION ALONG THE MIDDLE OF THE MAIN CHANNEL OF THE MISSISSIPPI RIVER TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE TRACT NOW OR FORMERLY OWNED BY JULIUS O. TRAMPE, ET AL.;

THENCE WESTWARDLY ALONG SAID PROLONGATION AND SAID SOUTH LINE OF THE TRAMPE TRACT TO THE EAST LINE OF COLUMBIA BOTTOM ROAD, THE POINT OF BEGINNING.

EXCEPTING 350 ACRES IN THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE PROPERTY FORMERLY OWNED BY JULIUS O. TRAMPE, ET AL, AND THE EAST LINE OF COLUMBIA BOTTOM ROAD AS HERETOFORE ESTABLISHED;

THENCE IN AN EASTERLY DIRECTION ALONG SAID SOUTH LINE OF TRAMPE APPROXIMATELY 5,200 FEET;

THENCE IN A NORTHEASTERLY DIRECTION APPROXIMATELY 3,500 FEET TO A POINT;

THENCE IN A WESTWARDLY DIRECTION APPROXIMATELY 7,300 FEET TO SAID EAST LINE OF COLUMBIA BOTTOM ROAD;

THENCE IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID COLUMBIA BOTTOM ROAD APPROXIMATELY 2,300 FEET TO THE POINT OF BEGINNING.

PLEASE NOTE: That portion of the aforementioned legal description beginning "EXCEPTING 350 ACRES IN THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL..." is referred to in attendant and related documents to this Exhibit 1 as the "Retained City Parcel." The Retained City Parcel is specifically excluded from transfer by Buyer to Seller. The aforementioned legal descriptions contained in this Exhibit 1 are for general informational purposes only, and shall not be deemed sufficient in form or content to effectuate the ultimate transfer of property contemplated in the Contract for Sale to which this Exhibit 1 is attached and into which this Exhibit 1 is incorporated. Final legal descriptions, in form sufficient to effectuate the transfer contemplated in the aforementioned Contract for Sale, shall be presented and approved pursuant to the terms set forth in the aforementioned Contract for Sale and shall be attached to and incorporated within that Exhibit 3 (Quitclaim) to the Contract for Sale. Said Exhibit 3 (Quitclaim) to the Contract for Sale, and Said Exhibit 3's exhibit(s), shall govern and control over this Exhibit 1 and the Contract for Sale, itself, as pertaining to final legal descriptions and definitions.

EXHIBIT A TO QUITCLAIM DEED

LEGAL DESCRIPTION OF COLUMBIA BOTTOMS

EXHIBIT 4 to
Contract for Sale of Real Estate

(Portion of Columbia bottoms)

WETLANDS MITIGATION BANKING AGREEMENT

THIS WETLANDS MITIGATION BANKING AGREEMENT ("Agreement") made and entered into as of _____ by and between the CITY OF ST. LOUIS, MISSOURI, a municipal corporation, having an address of City Hall, St. Louis, Missouri 63103 ("City"), and the CONSERVATION COMMISSION OF THE STATE OF MISSOURI, having an address of 2901 W. Truman Blvd., Jefferson City, Missouri 651011 ("Commission").

W I T N E S S E T H:

WHEREAS, the City and the Commission are parties to a certain Contract for the Sale of Real Estate between the City of St. Louis and the Conservation Commission of the state of Missouri, dated as of _____, 1997 (the "Sale Agreement"), whereby the City conveyed a portion of that certain property commonly known as Columbia Bottoms, more fully described on Exhibit A (the "Property"), and reserved and excepted from such conveyance certain rights, including Water Rights, as defined in the Sale Agreement. The Commission is now the owner of the Property pursuant to a deed dated the date hereof; and

WHEREAS, the Commission has the authority, pursuant to Article IV, Section 41 of the Missouri Constitution, to "acquire by purchase, gift, eminent domain, or otherwise, all property necessary, useful or convenient to its purposes;" and

WHEREAS, the U.S. Army Corp of Engineers has issued regulations, to be effective February 4, 1997, which provide that "to the extent appropriate, permittees should consider mitigation banking and other forms of mitigation including contributions to ... state ... natural resource management agencies, where such fees contribute to the restoration, creation, replacement, enhancement, or preservation of wetlands" (61 Fed. Reg. 65,922 (December 13, 1996)); and

WHEREAS, Pursuant to the Sale Agreement, the parties agreed to share in the proceeds of the sale of any acreage-based wetlands credits accruing to the Property ("Credits").

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Wetlands Credits Fund.

The Commission shall establish a Wetlands Credits Fund for the receipt of all proceeds from the sales of Credits. The Commission shall maintain the Wetlands Credits Fund separately from any other funds managed or controlled by the Commission which contain appropriated funds.

2. Sharing Payments.

Upon receipt from a buyer of any and all payments for Credits, the Commission shall, in perpetuity, pay to the City a "sharing payment," which shall be equal to an amount which is one-half the net revenues from the sale, assignment, grant or other transfer of Credits. The Commission shall make such sharing payment in cash or other immediately available funds to the City from the Wetlands Credits Fund within thirty (30) days of receipt of such payments from the buyer of the Credits.

3. Covenants and Agreements of the Commission.

a. Notice to the City.

The Commission shall give notice ("Notice") to the City of any pending sale, assignment, grant or other transfer of Credits upon the execution of a contract for the sale, assignment, grant or other transfer of Credits and at least 30 days prior to such sale or other transfer of Credits. Each such notice shall specify the name of the potential buyer of Credits, the price per Credit, and other relevant terms of the sale or potential sale, and contain a copy of any written agreement or draft agreement with the potential buyer.

b. City's Approval Rights.

The Commission shall not sell, assign, grant or otherwise transfer Credits without the approval of the City. During the 30-day Notice period, the City shall review the proposed sale of Credits. During the 30-day Notice period, the City may notify the State in writing that the City objects to and disapproves the proposed sale of Credits. It is hereby acknowledged and agreed by the Commission that the City may reasonably withhold its approval from the proposed sale of Credits if such sale does not conform to the terms of this Agreement.

c. Credit Price and Terms of Sale.

The Commission and the City agree that the price per Credit shall be not less than Fifteen Thousand Dollars (\$15,000) per acre, which amount shall be increased each year by the percentage increase in the Consumer Price Index - All Urban Consumers (CPI U) - U.S. City Average - All Items (1982-84 = 100). The Commission and the City agree that the terms of sale for Credits shall be for cash or other immediately available funds.

d. Reports.

The Commission shall provide the City written reports on or before the fifteenth day of July of each year setting forth: (i) inquiries received by the Commission as to the availability of Credits, (ii) sales of Credits, and (iii) an accounting of revenue and expenses relating to the marketing and sale of credits, and (iv) a comparison of the sale price of Credits to the sale of other wetlands credits by the Commission, and, to the extent reasonably available, by other entities in the state of Missouri and in other states.

e. Audits.

The City and its agents shall have the right annually to inspect the books, records and financial statements of the Commission which relate to the marketing and sale of Credits. The Commission shall make such books, records and financial statements available to the City during normal business hours and in such a manner the presents the least possible disruption to the Commission's business. The City shall give at least fourteen (14) days notice to the Commission in writing prior to conducting such inspection.

3. General

a. Amendment. This Agreement may be amended or modified in whole or in part only by an agreement in writing executed in the same manner as this Agreement and making specific reference hereto.

b. Binding on Successors and Assigns. This Agreement will exist in perpetuity, and will be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors, assigns and, where appropriate, administrators, executors, personal representatives and heirs. Any successor entity to the City shall automatically be entitled to the rights and benefits herein without further action on the part of the parties hereto.

c. Construction. Unless the context otherwise requires, when used in the Agreement, the singular includes the plural and vice versa, and the masculine

includes the feminine and neuter and vice versa. A person is deemed to include an individual or any entity. The words "include", "includes", and "including" will be deemed to be followed by the phrase "without limitation".

d. Counterparts. This Agreement may be executed in one or more counterparts, and the signature pages combined to form a fully executed Agreement, provided that each party hereto has executed a signature page. The fact that this Agreement may have been executed at different times by different parties will not affect its validity.

e. Entire Agreement. All prior negotiations and agreements between the parties hereto are superseded by this Agreement, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein or in an Exhibit or schedule delivered pursuant hereto, except as modified in writing concurrently herewith or subsequent hereto.

f. Exhibits. All exhibits referred to in this Agreement are attached to and incorporated into this Agreement by reference.

g. Governing Law. This Agreement will be governed by and construed under the laws of the State of Missouri.

h. Headings. The headings in the sections of this Agreement are inserted for convenience only and in no way alter, amend, modify, limit or restrict the contractual obligations of the parties.

i. Inability to Perform. Each party will be excused from performing any term of this Agreement, if, and for so long as, such performance is prevented, delayed, or hindered by a war; any governmental requirements now or hereafter in force; a strike or riot; or by any other cause beyond the control of either party hereto.

j. Joint Preparation. This Agreement is to be deemed to have been prepared jointly by the parties hereto, and any uncertainty or ambiguity existing herein, if any, will not be interpreted against any party, but will be interpreted according to the application of the rules of interpretation for arm's length agreements.

k. No Waivers. The failure or delay of either party hereto in requiring strict performance by the other party of any covenant of this Agreement will not constitute a waiver of such covenant or of the right to require strict performance thereof.

l. Notices. A party may only effect a valid notice pursuant to this Agreement by giving such notice in writing and delivering it either in person, by certified mail, or by overnight express delivery, to the parties respective addresses set forth next to their respective signatures below, or such substituted address as designated by notice to the other parties. Such notice will be deemed effective two days after it is deposited in the mail, postage prepaid, or one (1) day after it is consigned to an overnight delivery service, or upon receipt of personal delivery.

m. Relationship of the Parties. This Agreement will not be construed as creating any partnership or joint venture among any of the parties hereto.

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

"City"

CITY OF ST. LOUIS

Mayor

Comptroller

Approved as to Form:

City Counselor

Register

"Commission"

CONSERVATION COMMISSION OF THE STATE OF MISSOURI

By:
Title: Director

STATE OF MISSOURI)

) ss.

CITY OF ST. LOUIS)

On this ____ day of _____, 199____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of the CITY OF ST. LOUIS, MISSOURI, a municipal corporation of Missouri, and that said instrument was signed by _____ on behalf of said CITY OF ST. LOUIS, MISSOURI; and said _____ acknowledged said instrument to be the free act and deed of said CITY OF ST. LOUIS, MISSOURI.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, the day and the year first above written.

Notary Public

(SEAL)

My Commission Expires:

STATE OF MISSOURI)

CITY OF ST. LOUIS)) ss. On this ____ day of _____, 199____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of the CITY OF ST. LOUIS, MISSOURI, a municipal corporation of Missouri, and that said instrument was signed by _____ on behalf of said CITY OF ST. LOUIS, MISSOURI; and said _____ acknowledged said instrument to be the free act and deed of said CITY OF ST. LOUIS, MISSOURI.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, the day and the year first above written.

Notary Public

(SEAL)

My Commission Expires:

STATE OF MISSOURI)

) ss.
CITY OF ST. LOUIS) On this ____ day of _____, 199____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Director of the CONSERVATION COMMISSION OF THE STATE OF MISSOURI, and that said instrument was signed by _____ and _____ on behalf of said CONSERVATION COMMISSION OF THE STATE OF MISSOURI, and said _____ acknowledged said instrument to be the free act and deed of said MISSOURI CONSERVATION COMMISSION.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, the day and the year first above written.

Notary Public

(SEAL)

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF COLUMBIA BOTTOMS

EXHIBIT 5 to
Contract for Sale of Real Estate
(Portion of Columbia bottoms)

"NON-TRADITIONAL" REVENUES AGREEMENT

THIS NON-TRADITIONAL REVENUES AGREEMENT ("Agreement") made and entered into as of _____ by and between the CITY OF ST. LOUIS, MISSOURI, a municipal corporation, having an address of City Hall, St. Louis, Missouri 63103 ("City"), and the CONSERVATION COMMISSION OF THE STATE OF MISSOURI, having an address of 2901 W. Truman Blvd., Jefferson City, Missouri 651011 ("Commission").

W I T N E S S E T H:

WHEREAS, the City and the Commission are parties to a certain Contract for the Sale of Real Estate between the City of St. Louis and the Conservation Commission of the state of Missouri, dated as of _____, 1997 (the "Sale Agreement"), whereby the City conveyed a portion of that certain property commonly known as Columbia Bottoms, more fully described on Exhibit A (the "Property"), and reserved and excepted from such conveyance certain rights, including Water Rights, as defined in the Sale Agreement. The Commission is now the owner of the Property pursuant to a deed dated the date hereof; and

WHEREAS, the Commission has the authority, pursuant to Article IV, Section 41 of the Missouri Constitution, to "acquire by purchase, gift, eminent domain, or otherwise, all property necessary, useful or convenient to its purposes;" and

WHEREAS, Pursuant to the Sale Agreement, the parties agreed to share in the proceeds of certain net "non-traditional" and/or enterprise revenues relating to the Commissions ownership and/or operations of the Property.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. "Non-Traditional" Revenues Fund.

The Commission shall establish a "Non-Traditional" Revenues Fund for the receipt of all proceeds from any revenue source and/or income from non-traditional sources generated to the Commission from enterprise activities of, on, or relating to the Subject Property, including but not limited to private industry partnering, concessions operations (including but not limited to food, beverage, and retail concessions), and other revenues received by the Commission relating to the Subject Property.

2. Sharing Payments.

Upon receipt by the Commission of proceeds and/or incomes described in section 1 of this Agreement, the Commission shall, in perpetuity, pay to the City a "sharing payment," which shall be equal to an amount which is one-tenth the net revenues required to be deposited in the aforementioned "Non-Traditional" Revenues Fund. The Commission shall make such sharing payment in cash or other immediately available funds to the City from the "Non-traditional" Revenues Fund within thirty (30) days of receipt of such proceeds and/or incomes. All variable and fixed costs from Subject Property

operations and maintenance and capital expenditures amortized yearly in accordance with generally accepted accounting practices will be deducted from any non-traditional income. Normal Department fees, agricultural income, permits, etc. are considered traditional income sources.

3. Covenants and Agreements of the Commission.

a. Reports.

The Commission shall provide the City written reports on or before the fifteenth day of July of each year setting forth an accounting of revenue and expenses relating to non-traditional incomes and/or proceeds.

b. Audits.

The City and its agents shall have the right annually to inspect the books, records and financial statements of the Commission which relate to the aforementioned Fund, revenues and incomes, and amortized costs. The Commission shall make such books, records and financial statements available to the City during normal business hours and in such a manner the presents the least possible disruption to the Commission's business. The City shall give at least fourteen (14) days notice to the Commission in writing prior to conducting such inspection.

3. General

a. Amendment. This Agreement may be amended or modified in whole or in part only by an agreement in writing executed in the same manner as this Agreement and making specific reference hereto.

b. Binding on Successors and Assigns. This Agreement will exist in perpetuity, and will be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors, assigns and, where appropriate, administrators, executors, personal representatives and heirs. Any successor entity to the City shall automatically be entitled to the rights and benefits herein without further action on the part of the parties hereto.

c. Construction. Unless the context otherwise requires, when used in the Agreement, the singular includes the plural and vice versa, and the masculine includes the feminine and neuter and vice versa. A person is deemed to include an individual or any entity. The words "include", "includes", and "including" will be deemed to be followed by the phrase "without limitation".

d. Counterparts. This Agreement may be executed in one or more counterparts, and the signature pages combined to form a fully executed Agreement, provided that each party hereto has executed a signature page. The fact that this Agreement may have been executed at different times by different parties will not affect its validity.

e. Entire Agreement. All prior negotiations and agreements between the parties hereto are superseded by this Agreement, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein or in an Exhibit or schedule delivered pursuant hereto, except as modified in writing concurrently herewith or subsequent hereto.

f. Exhibits. All exhibits referred to in this Agreement are attached to and incorporated into this Agreement by reference.

g. Governing Law. This Agreement will be governed by and construed under the laws of the State of Missouri.

h. Headings. The headings in the sections of this Agreement are inserted for convenience only and in no way alter, amend, modify, limit or restrict the contractual obligations of the parties.

i. Inability to Perform. Each party will be excused from performing any term of this Agreement, if, and for so long as, such performance is prevented, delayed, or hindered by a war; any governmental requirements now or hereafter in force; a strike or riot; or by any other cause beyond the control of either party hereto.

j. Joint Preparation. This Agreement is to be deemed to have been prepared jointly by the parties hereto, and any uncertainty or ambiguity existing herein, if any, will not be interpreted against any party, but will be interpreted according to the application of the rules of interpretation for arm's length agreements.

k. No Waivers. The failure or delay of either party hereto in requiring strict performance by the other party of any covenant of this Agreement will not constitute a waiver of such covenant or of the right to require strict performance thereof.

l. Notices. A party may only effect a valid notice pursuant to this Agreement by giving such notice in writing and delivering it either in person, by certified mail, or by overnight express delivery, to the parties respective addresses set forth next to their respective signatures below, or such substituted address as

_____ on behalf of said CONSERVATION COMMISSION OF THE STATE OF MISSOURI, and said _____ acknowledged said instrument to be the free act and deed of said MISSOURI CONSERVATION COMMISSION.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, the day and the year first above written.

Notary Public

(SEAL)

My Commission Expires:

WATER ACCESS EASEMENT

The Conservation Commission of the state of Missouri (the "Commission") and the City of St. Louis, Missouri (the "City") enter into this Water Access Easement (the "Easement") as of _____, 1997. The parties mutually agree as follows:

W I T N E S S E T H:

WHEREAS, the City and the Commission are parties to a certain Contract for the Sale of Real Estate between the City of St. Louis and the Missouri Department of Conservation, dated as of _____, 1997 (the "Sale Agreement"), whereby the City conveyed by Quitclaim Deed dated the date hereof certain property commonly known as Columbia Bottoms, more fully described on Exhibit A (the "Property"), and reserved and excepted from such conveyance certain rights, including Water Rights, as defined in Quitclaim Deed. The Commission is now the owner of the Property pursuant such transaction; and

WHEREAS, the City's sale of the Property is expressly subject to the reservation of Water Rights (as defined in the Quitclaim Deed) in order to allow the City to fully and without qualification use the underground water reserves extending under the Property pursuant to the terms hereof; and

WHEREAS, inadequate information exists as of the date hereof to allow the City to commit to the placement of Water Facilities (as defined below) in certain locations or areas; and

WHEREAS, the Commission desires the City to minimize the impact of any Water Facilities; and

WHEREAS, pursuant to the Sale Agreement and the reservation of Water Rights, the Commission agreed to grant an easement in the Property to the City, to the extent such easement was not reserved or excepted in the conveyance, for the purpose of exercising its Water Rights.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement.

The Commission hereby grants to the City and its successor and assigns, the exclusive perpetual right and easement, in gross, to lay, erect, install, construct, reconstruct, use, operate, repair, replace, maintain, add to the number of, relocate and patrol (a) one or more water wells or pumping stations or both ("Water Wells), (b) equipment for such water wells or pumping stations or both, including but not limited to pumping equipment ("Well Equipment"), (c) one or more water operations pipelines or water mains, and attendant equipment, ("Pipelines"), (d) one or more well housings or other structures incidental to the foregoing ("Well Housings")(items (a) through (d) are herein referred to as "Water Equipment"), (e) one or more access roads and rights of way and rights of ingress and egress to access the Water Equipment (collectively, "Access Roadways"), and (f) utility facilities, including but not limited to, electric and phone lines, to service the Water Equipment (collectively, "Utilities")(items (a) though (f) are herein referred to as "Water Facilities"), on, over, across, under and through such portions of the Property; together with the right on the part of the City and its successors and assigns to license, permit or otherwise agree to the use or occupancy of said Water Facilities by any of the City's contractors or sub-contractors; and with the further right on the part of the City and its successors and assigns to remove at any time any or all of the said Water Facilities and appurtenances thereto; and with the further right on the part of the City and its successors and assigns to cut and clear trees, brush, undergrowth and debris, dredge, drill and tunnel, and fill and grade in order to lay, erect, install, construct, reconstruct, use, operate, repair, replace, maintain, add to the number of, relocate and patrol (collectively, "construct and maintain" or "construction and maintenance") the Water Facilities; and with the further right on the part of the City and its successors and assigns, if the City has installed or constructed or maintained, or both, one or more such Water Facilities, to lay, erect, install, construct, reconstruct, use,

operate, repair, replace, maintain, add to the number of, relocate and patrol additional Water Facilities and appurtenances thereto on the same or other parts of the Property.

2. Water Facilities.

a. Within two thousand feet (2,000') of the land side of the center line of the current location of the levee on the Property and within five hundred feet (500') of the river side of the center line of the current location of the levee on the Property, as shown on Exhibit B attached hereto and incorporated herein, the City shall not be restricted in any manner in accessing its Water Rights, or in constructing and maintaining Water Facilities, or in Investigating (as defined below) its Water Rights, as it may determine in its sole discretion (such two thousand five hundred foot (2,500') wide zone extending the length of the current levee from the western border of the Property to the southern border of the Property is herein referred to as the "Primary Zone").

b. If it is not reasonably practical for the City to access its Water Rights by locating Water Facilities within the Primary Zone by considering (1) the cost of constructing and maintaining Water Facilities in the Primary Zone, (2) hydrologic characteristics of locations inside the Primary Zone, and (3) the availability of alternative locations within the Primary Zone, then the City shall have the right to construct and maintain Water Facilities outside the Primary Zone in reasonable locations outside the Primary Zone considering (1) the cost of constructing and maintaining such Water Facilities outside the Primary Zone, (2) hydrologic characteristics of locations outside the Primary Zone, (3) the availability of alternative locations, and (4) the impact on the Commission's use and operation of the location(s) and area reasonably proximate to the location(s) as a wildlife conservation, recreation and education facility, and upon the terms and conditions set forth in this Section 2(b). Prior to the construction of any Water Facilities outside the Primary Zone, the City shall give the Commission written notice setting forth the proposals or plans for constructing the Water Facilities outside the Primary Zone, and including (i) the location(s) of Water Facilities outside the Primary Zone, and (ii) the starting date for construction of such Water Facilities, and the reason for such location(s) and starting date(s) ("City Notice"). Within sixty (60) days of receipt of the City Notice, the Commission may submit written comments to the City regarding the affect of (i) the location(s) of the proposed Water Facilities outside the Primary Zone, or (ii) the starting date(s) for construction of such Water Facilities, or both, on the Commission's use of such location(s) and area reasonably proximate to such location(s) of the Property as a wildlife conservation, recreation and education facility, and, if the Commission objects

to (i) the location(s) of such Water Facilities or (ii) the starting date(s) for construction of such Water Facilities, or both, specified by the City, the Commission shall specify the basis for such objection(s), and shall propose (i) alternate location(s) of the Water Facilities outside the Primary Zone which alternate location(s) are reasonably proximate to the location(s) of the Water Facilities specified in the City Notice, or (ii) alternate starting date(s) for construction of such Water Facilities, which such starting date(s) shall be within a reasonable time of the starting date(s) proposed in the City Notice, and in no event later than six (6) months from the starting date(s) proposed in the City Notice, or both ("Commission Proposal"). Within sixty (60) days of receipt of the Commission Proposal, the City shall submit a written response to the Commission regarding the (i) location(s) of the Water Facilities outside the Primary Zone, or (ii) the starting date(s) for construction of such Water Facilities, or both, and addressing the Commission Proposal ("City Response"); provided however, that if no Commission Proposal is submitted within the sixty (60) day period following the receipt of the City Notice, the Commission shall be deemed to have approved the Water Facilities as provided in the City Notice and the City may proceed with construction of the Water Facilities outside the Primary Zone at the location(s) and on or reasonably after the starting date(s) set forth in the City Notice. Within thirty (30) days of receipt of the City Response, the Commission may submit the issue(s) of (i) location(s) of the Water Facilities outside the Primary Zone, or (ii) the starting date(s) for construction of such Water Facilities, or both, to non-binding alternative dispute resolution, which, unless otherwise agreed to by the parties, shall be conducted in accordance with the mediation rules of the American Arbitration Association, and which such mediators or other adjudicating person or persons, shall be independent of the parties hereto and neutral; provided however, that if no alternative dispute resolution is requested by the Commission within said thirty (30) day period, the Commission shall be deemed to have approved the Water Facilities outside the Primary Zone provided in the City Response, and the City may proceed with construction of the Water Facilities outside the Primary Zone at the location(s) and on or reasonably after the starting date(s) set forth in the City Response. The sole issue(s) to be decided in such alternative dispute resolution, shall be (i) the reasonable location(s) of the Water Facilities outside the Primary Zone, or (ii) the starting date(s) for construction of such Water Facilities, or both, considering (1) the cost of constructing and maintaining such Water Facilities outside the Primary Zone, (2) hydrologic characteristics of location(s) outside the Primary Zone, (3) the availability of alternative locations, (4) the impact on the Commission's use and operation of the location(s) and area reasonably proximate to such location(s) as a wildlife conservation, recreation and education facility, and (5) any issue

or issues as agreed upon in writing by the parties. If such issues have not been resolved by alternative dispute resolution, or otherwise, within one hundred eighty (180) days after the City Response, then either party shall have the right to resolution of the dispute through litigation in a court of competent jurisdiction with respect to (i) the reasonable location(s) of the Water Facilities outside the Primary Zone, or (ii) the starting date(s) for construction of such Water Facilities, or both, considering the (1) the cost of constructing and maintaining such Water Facilities outside the Primary Zone, (2) hydrologic characteristics of location(s) outside the Primary Zone, (3) the availability of alternative locations, (4) the impact on the Commission's use and operation of the location(s) and area reasonably proximate to such location(s) as a wildlife conservation, recreation and education facility, and (5) any issue or issues as agreed upon in writing by the parties.

c. The City shall have the right to construct no more than two (2) Water Facilities outside the Primary Zone on that part of the Property which is both (i) outside the Primary Zone and (ii) on the river side of the Primary Zone; provided that the location(s) and starting date(s) for construction of such Water Facilities are subject to the provision of Section 2.

d. Nothing in this Easement shall limit the City's ability to construct and maintain Water Facilities outside the Primary Zone (except as expressly limited by Section 2(c)); provided however, that the location(s) and starting date(s) for construction of such Water Facilities outside the Primary Zone shall be subject to the provisions of this Section 2.

e. The City shall have the right to investigate, survey, explore for, access, prospect for, drill for, and withdraw by means of test well, water anywhere on the Property ("Investigate" or "Investigating"), outside the Primary Zone only upon the terms and conditions set forth in this Section 2(e). Prior to the Investigation, the City shall give the Commission at least forty-five (45) days' written notice setting forth the location(s) of the Property to be Investigated, the starting date(s) of such Investigation(s) and the length of time necessary to conduct such Investigation(s), and the reason for such Investigation(s) ("City Investigation Notice"). Within fifteen (15) days of receipt of the City Investigation Notice, the Commission may either consent to such City Investigation Notice, or propose alternate starting date(s) which are acceptable to the Commission and which such alternate starting date(s) shall be within a reasonable time of the starting date(s) proposed in the City Investigation Notice, and in no event later than one (1) year from the starting date(s) proposed in the City Investigation Notice ("Commission Investigation Proposal"). Within fifteen (15) days of receipt of the Commission Investigation

Proposal, the City may submit the issue of starting date of the Investigation to non-binding alternative dispute resolution, which, unless otherwise agreed to by the parties, shall be conducted in accordance with the mediation rules of the American Arbitration Association, and which such mediators, or other adjudicating person or persons shall be independent of the parties hereto and neutral. The sole issue to be decided in such alternative dispute resolution, or in any subsequent court of competent jurisdiction pursuant to litigation between the parties, shall be the reasonableness of the starting date(s) of the City's Investigation considering the (1) the cost of, and effectiveness of, the Investigation(s), and (2) the impact on the Commission's use and operation of the location(s) of the Investigation(s) as a wildlife conservation, recreation and education facility.

f. Notwithstanding anything in Section 2 to the contrary, the City shall have the right to construct and maintain Pipelines and Utilities within one hundred feet (100') of the current locations of Columbia Bottom Road, Madison Ferry Road and the southernmost boundary of the Property (all as shown on Exhibit B hereto). The City shall construct such Pipelines and Utilities underground as reasonably practicable.

3. The City's Covenants.

a. Consultation. The City shall from time to time, and at the reasonable request of the Commission, consult with the Commission regarding the construction of any Water Facilities. The City shall endeavor to share with the Commission such studies, technical data, proposals and plans as may be available to the City and reasonably requested by the Commission.

b. Impact Mitigation. In order to minimize the impact of the Water Facilities on the Commission's use and operation of the Property as a wildlife conservation, recreation and education facility for benefit of the public, the City agrees to make reasonable efforts to minimize the impact of the Water Facilities with respect to:

i. restoring to its original condition any of the Property disrupted or damaged by construction of Water Facilities;

ii. minimizing the visual impact of any Water Facilities by appropriate selection of materials for permanently above-ground Water Equipment, screening of any permanently above-ground Water Equipment, and reasonable plantings to hide such permanently above-ground Water Equipment;

- iii. using existing roads as Access Roadways;
- iv. burying all Utilities underground; and
- v. not locating any permanently above-ground Water Equipment within one thousand feet (1,000') of the current location of Madison Ferry Road as shown on Exhibit B and a single observation tower, if any, to be located at or near the easternmost edge of the Property.

Prior to construction of any Water Facilities within the Primary Zone, the City shall enter into discussions with the Commission regarding possible means and methods of minimizing the impact of Water Facilities on the Commission's use and operation of the Property as a wildlife conservation, recreation and education facility for benefit of the public.

4. The Commission's Covenants.

a. Additional and Subsequent Water Facilities. Pursuant to the terms hereof, the Commission understands and agrees that the City intends to, and is granted the right to, construct and maintain Water Facilities on, over, across, under and through the Property from time to time and to construct and maintain additional Water Facilities from time to time on, over, across, under and through the same or other parts or areas of the Property. The Commission hereby expressly acknowledges and agrees that the City's exercise of the easement granted hereunder to construct and maintain any Water Facilities shall not operate to convert this blanket easement into a specific easement, and that, upon the City's construction and maintenance of any Water Facilities, the City retains all rights under this Easement to construct and maintain additional Water Facilities on the same or other parts or areas of the Property. The Commission hereby expressly agrees that the placement and operation of Water Facilities on any part or area of the Property, pursuant to this Easement, is a reasonable exercise of the City's Water Rights and is reasonably calculated to allow the City of St. Louis to perform its water utility obligations, and is reasonable. The Commission further agrees that the City's use or extraction of water in the City's sole discretion pursuant to the Water Rights reserved herein is a reasonable use of the Water Rights. The Commission further agrees to execute such additional instruments, documents and agreements, as the City may reasonably request in order to exercise its rights to the Water Rights and under this Easement.

b. Consultation. The Commission shall from time to time, and at the reasonable request of the City, consult with the City regarding the construction of wildlife

conservation, recreation, and education facilities. The Commission shall endeavor to share with the City such studies, technical data, proposals and plans as may be available to the Commission and reasonably requested by the City.

5. General

a. Amendment. This Easement may be amended or modified in whole or in part only by an agreement in writing executed in the same manner as this Easement and making specific reference hereto.

b. Binding on Successors and Assigns. This Easement will exist in perpetuity, and will be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors, assigns and, where appropriate, administrators, executors, personal representatives and heirs. Wherever this Easement refers to the City or the Commission, such reference shall include the City's successors and assigns, or the Commission's successors and assigns, respectively. Any successor entity to the City shall automatically be entitled to the rights and benefits herein, and shall be bound by the obligations herein, without further action on the part of the parties hereto; and any successor entity to the Commission shall automatically be entitled to the rights and benefits herein, and shall be bound by the obligations herein, without further action on the part of the parties hereto.

c. Construction. Unless the context otherwise requires, when used in the Easement, the singular includes the plural and vice versa, and the masculine includes the feminine and neuter and vice versa. A person is deemed to include an individual or any entity. The words "include", "includes", and "including" will be deemed to be followed by the phrase "without limitation".

d. Counterparts. This Easement may be executed in one or more counterparts, and the signature pages combined to form a fully executed Easement, provided that each party hereto has executed a signature page. The fact that this Easement may have been executed at different times by different parties will not affect its validity.

e. Entire Agreement. All prior negotiations and agreements between the parties hereto are superseded by this Easement, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein or in an Exhibit or schedule delivered pursuant hereto, except as modified in writing concurrently herewith or subsequent hereto.

f. Equitable Relief. The Commission expressly acknowledges and agrees that, because of the nature of the grant herein, and the City's obligation to perform vital water utility services for the benefit of the public, the City will be entitled to specific performance or other equitable relief in the event that the Commission breaches any terms of this Easement.

g. Exhibits. All exhibits referred to in this Easement are attached to and incorporated into this Easement by reference.

h. Governing Law. This Easement will be governed by and construed under the internal laws of the State of Missouri.

i. Headings. The headings in the sections of this Easement are inserted for convenience only and in no way alter, amend, modify, limit or restrict the contractual obligations of the parties.

j. Inability to Perform. Each party will be excused from performing any term of this Easement, if, and for so long as, such performance is prevented, delayed, or hindered by a war; any governmental requirements now or hereafter in force; a strike or riot; or by any other cause beyond the control of either party hereto.

k. Joint Preparation. This Easement is to be deemed to have been prepared jointly by the parties hereto, and any uncertainty or ambiguity existing herein, if any, will not be interpreted against any party, but will be interpreted according to the application of the rules of interpretation for arm's length agreements.

l. No Waivers. The failure or delay of either party hereto in requiring strict performance by the other party of any covenant of this Easement will not constitute a waiver of such covenant or of the right to require strict performance thereof.

m. Notices. A party may only effect a valid notice pursuant to this Easement by giving such notice in writing and delivering it either in person, by certified mail, or by overnight express delivery, to the parties respective addresses set forth next to their respective signatures below, or such substituted address as designated by notice to the other parties. Such notice will be deemed effective two days after it is deposited in the mail, postage prepaid, or one (1) day after it is consigned to an overnight delivery service, or upon receipt of personal delivery.

n. Relationship of the Parties. This Easement will not be construed as creating any partnership or joint venture among any of the parties hereto.

o. Recordation. The parties shall record, or cause to be recorded, this Easement immediately subsequent to the recordation of the Quitclaims Deed pursuant to the Sale Agreement.

IN WITNESS WHEREOF, the parties have set executed this instrument as of the day and year first written above:

"Commission"

CONSERVATION COMMISSION OF THE STATE OF MISSOURI

By:
Title:
2901 W. Truman Blvd.
Jefferson City, Missouri 65101

"City"

CITY OF ST. LOUIS

By:
Title:
City Hall
St. Louis, Missouri 63103

STATE OF MISSOURI)

) ss.
CITY OF ST. LOUIS) On this ____ day of _____, 1997, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of the City OF ST. LOUIS, a municipal corporation of Missouri, and that said instrument was signed by _____ and _____ on behalf of said CITY OF ST. LOUIS; and said _____ acknowledged said instrument to be the free act and deed of said CITY OF ST. LOUIS.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, the day and the year first above written.

Notary Public

(SEAL)

My Commission Expires:

STATE OF MISSOURI)

) ss.

CITY OF ST. LOUIS)

On this _____ day of _____, 1997, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of the CONSERVATION COMMISSION OF THE STATE OF MISSOURI, and that said instrument was signed by _____ and _____ on behalf of said CONSERVATION COMMISSION OF THE STATE OF MISSOURI, and said _____ acknowledged said instrument to be the free act and deed of said CONSERVATION COMMISSION OF THE STATE OF MISSOURI.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, the day and the year first above written.

Notary Public

(SEAL)

My Commission Expires:

EXHIBIT A TO WATER ACCESS EASEMENT

LEGAL DESCRIPTION OF COLUMBIA BOTTOMS
EXHIBIT B TO WATER ACCESS EASEMENT

MAP OF LEVEE AND ROADS

WATER AGREEMENT

The Conservation Commission of the state of Missouri (the "Commission") and the City of St. Louis, Missouri (the "City") enter into this Water Agreement (the "Agreement") as of _____, 1997. The parties mutually agree as follows:

W I T N E S S E T H:

WHEREAS, the City and the Commission are parties to a certain Contract for the Sale of Real Estate between the City of St. Louis and the Conservation Commission of the state of Missouri, dated as of _____, 1997 (the "Sale Agreement"), whereby the City conveyed by Quitclaim Deed certain property commonly known as Columbia Bottoms, more fully described on Exhibit A (the "Property"), and reserved and excepted from such conveyance certain rights, including Water Rights, as defined in that certain Quitclaim Deed dated the date hereof, by and between the parties hereto ("Quitclaim Deed"). The Commission is now the owner of the Property pursuant such transaction; and

WHEREAS, the City's sale of the Property is expressly subject to the reservation of Water Rights (as defined in the Quitclaim Deed) in order to allow the City to fully and without qualification use the underground water reserves extending under the Property pursuant to the terms of the Quitclaim Deed and the Water Access Easement dated the date hereof by and between the parties hereto (the "Water Access Easement"); and

WHEREAS, pursuant to agreement of the parties, the City will allow the Commission to withdraw certain groundwater pursuant to the terms hereof.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Water Agreement.

a. Subject to the terms hereof, the City hereby agrees to allow the Commission to use for wildlife preservation, recreation and education purposes, and no other, certain groundwaters.

b. Not less than sixty (60) days prior to the Commission accessing, withdrawing or using the City's groundwaters, the Commission shall notify in writing the City of its plans or proposals regarding such groundwaters, and shall specify the method of withdrawal of groundwater, the rate of flow and the use of such groundwater, and any other information reasonably requested by the City to determine the affect of such use by the Commission on the City's Water Rights.

c. The City shall have thirty (30) days from the City's receipt of the notice and any additional information requested by the City specified in Section 2(b) in which to agree to the Commission's plan or proposal regarding the Commission's use of groundwaters, or to withhold such agreement. The City may withhold such agreement if the City reasonably determines that the Commission's proposed use of the City's groundwaters will or is likely to interfere with, impair or negatively impact the City's rights under the Water Access Easement or the City's Water Rights or the operation of any City water facilities. If the City agrees to the Commission's proposal, the Commission shall access, withdraw and use such groundwaters only in accordance with the written plans or proposals of the Commission which have been mutually agreed to by the parties. Any change in the Commission's access, withdrawal, or rate thereof, or use of groundwaters shall be subject to the notice and City's agreement as provided herein.

d. This Agreement may be terminated on thirty (30) days' prior notice in the event that the Commission breaches any terms, conditions or covenants hereof (a "default"). The Commission shall have the right to cure any default within said thirty (30) day period. Failure of the City to exercise its rights hereunder shall not constitute a waiver of such rights with respect to any past, present or future breach by the Commission.

2. The Commission's Covenants.

a. The Commission covenants and agrees not to interfere with, impair or negatively impact the City's rights under the Water Access Easement or the City's Water Rights.

3. General

a. Amendment. This Agreement may be amended or modified in whole or in part only by an agreement in writing executed in the same manner as this Agreement and making specific reference hereto.

b. Binding on Successors and Assigns. This Agreement will exist in perpetuity, and will be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors, assigns and, where appropriate, administrators, executors, personal representatives and heirs. Wherever this Agreement refers to the City or the Commission, such reference shall include the City's successors and assigns, or the Commission's successors and assigns, respectively. Any successor entity to the City shall automatically be entitled to the rights and benefits herein, and shall be bound by the

obligations herein, without further action on the part of the parties hereto; and any successor entity to the Commission shall automatically be entitled to the rights and benefits herein, and shall be bound by the obligations herein, without further action on the part of the parties hereto.

c. Construction. Unless the context otherwise requires, when used in the Agreement, the singular includes the plural and vice versa, and the masculine includes the feminine and neuter and vice versa. A person is deemed to include an individual or any entity. The words "include", "includes", and "including" will be deemed to be followed by the phrase "without limitation".

d. Counterparts. This Agreement may be executed in one or more counterparts, and the signature pages combined to form a fully executed Agreement, provided that each party hereto has executed a signature page. The fact that this Agreement may have been executed at different times by different parties will not affect its validity.

e. Entire Agreement. All prior negotiations and agreements between the parties hereto are superseded by this Agreement, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein or in an Exhibit or schedule delivered pursuant hereto, except as modified in writing concurrently herewith or subsequent hereto.

f. Equitable Relief. The Commission expressly acknowledges and agrees that, because of the nature of the agreement herein, and the City's obligation to perform vital water utility services for the benefit of the public, the City will be entitled to specific performance or other equitable relief in the event that the Commission breaches any terms of this Agreement.

g. Exhibits. All exhibits referred to in this Agreement are attached to and incorporated into this Agreement by reference.

h. Governing Law. This Agreement will be governed by and construed under the internal laws of the State of Missouri.

i. Headings. The headings in the sections of this Agreement are inserted for convenience only and in no way alter, amend, modify, limit or restrict the contractual obligations of the parties.

j. Inability to Perform. Each party will be excused from performing any term of this Agreement, if, and for so long as, such performance is prevented, delayed,

or hindered by a war; any governmental requirements now or hereafter in force; a strike or riot; or by any other cause beyond the control of either party hereto.

k. Joint Preparation. This Agreement is to be deemed to have been prepared jointly by the parties hereto, and any uncertainty or ambiguity existing herein, if any, will not be interpreted against any party, but will be interpreted according to the application of the rules of interpretation for arm's length agreements.

l. No Waivers. The failure or delay of either party hereto in requiring strict performance by the other party of any covenant of this Agreement will not constitute a waiver of such covenant or of the right to require strict performance thereof.

m. Notices. A party may only effect a valid notice pursuant to this Agreement by giving such notice in writing and delivering it either in person, by certified mail, or by overnight express delivery, to the parties respective addresses set forth next to their respective signatures below, or such substituted address as designated by notice to the other parties. Such notice will be deemed effective two days after it is deposited in the mail, postage prepaid, or one (1) day after it is consigned to an overnight delivery service, or upon receipt of personal delivery.

n. Relationship of the Parties. This Agreement will not be construed as creating any partnership or joint venture among any of the parties hereto.

IN WITNESS WHEREOF, the parties have set executed this instrument as of the day and year first written above:

"Commission"

CONSERVATION COMMISSION OF THE STATE OF MISSOURI

By:
Title:
2901 W. Truman Blvd.
Jefferson City, Missouri 65102

"City"

CITY OF ST. LOUIS

By:
Title:
City Hall
St. Louis, Missouri 63103

STATE OF MISSOURI)

) ss.
CITY OF ST. LOUIS) On this _____ day of _____, 1997, before me
personally appeared _____, to me
personally known, who, being by me duly sworn, did say that he is the
_____ of the City OF ST. LOUIS, a municipal corporation of
Missouri, and that said instrument was signed by _____ and
_____ on behalf of said CITY OF ST. LOUIS; and said
_____ acknowledged said instrument to be the free act and deed of
said CITY OF ST. LOUIS.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal in the _____ and State aforesaid, the day and the year first above
written.

Notary Public

(SEAL)

My Commission Expires:

STATE OF MISSOURI)

) ss.
CITY OF ST. LOUIS) On this _____ day of _____, 1997, before me
personally appeared _____, to me
personally known, who, being by me duly sworn, did say that he is the
_____ of the CONSERVATION COMMISSION OF THE STATE
OF MISSOURI, and that said instrument was signed by _____ and
_____ on behalf of said CONVERSATION COMMISSION OF
THE STATE OF MISSOURI, and said _____ acknowledged said
instrument to be the free act and deed of said CONSERVATION
COMMISSION OF THE STATE OF MISSOURI.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal in the _____ and State aforesaid, the day and the year first above
written.

Notary Public

(SEAL)

My Commission Expires:

**EXHIBIT A TO WATER AGREEMENT
LEGAL DESCRIPTION OF COLUMBIA BOTTOMS**

Legislative History					
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND	VOTE
01/17/97	01/17/97	W&M		01/22/97	
2ND READING	FLOOR AMEND	FLOOR SUB	VOTE	PERFECTN	PASSAGE
01/24/97		01/07/97		04/14/97	04/14/97
ORDINANCE	VETOED		VETO OVR		EFFECTIVE
64052					

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