

III.C



DATE: January 31, 2011
TO: Michael G. Herring, CA
FROM: Brian McGownd, PWD\CE

SUBJECT: Monarch Chesterfield Levee Trail – Missouri Central Railroad Company (Ameren) Agreement

As you know, Phase IV of the Monarch Chesterfield Levee Trail will be located within the existing Missouri Central Railroad Company's railroad corridor which is controlled by Ameren. This phase, which is approximately four miles in length, will run from Long Road to Centaur Road, on the south side of the Valley, adjacent to the golf course and airport.

In order to place the trail within the railroad corridor, it will be necessary to enter into the attached agreement with Ameren. City Attorney Rob Heggie has reviewed the agreement, met with Ameren to discuss, and has made some minor changes to the agreement. We are now ready to present the agreement to the Planning & Public Works Committee for their consideration.

Just for your information, we are in the process of obtaining proposals for the design of this phase of the trail, and will be bringing forth a recommendation to City Council in the near future. Our goal is to design the project in 2011, with construction following in 2012.

If you need additional information or have any questions please advise.

attachments

cc: Mike Geisel, Director of Planning & Public Works

Handwritten signature
1/31/11

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE MISSOURI CENTRAL RAILROAD COMPANY REGARDING THE CONSTRUCTION OF THE MONARCH CHESTERFIELD LEVEE TRAIL WITHIN THE RAILROAD CORRIDOR.

WHEREAS, the City of Chesterfield has partnered with the Great Rivers Greenway District to construct a circumferential trail around Chesterfield Valley known as the Monarch Chesterfield Levee Trail; and,

WHEREAS, a portion of the trail must be located along the Missouri Central Railroad Company’s corridor located on the south end of the Valley; and,

WHEREAS, the City is required to enter into a license agreement with the Missouri Central Railroad Company.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, AS FOLLOWS:

Section 1. The City Administrator is hereby authorized to execute and enter into a license agreement on behalf of the City of Chesterfield with the Missouri Central Railroad Company regarding the construction of the Monarch Chesterfield Levee Trail within the railroad corridor. Said agreement is attached hereto as EXHIBIT “A”.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

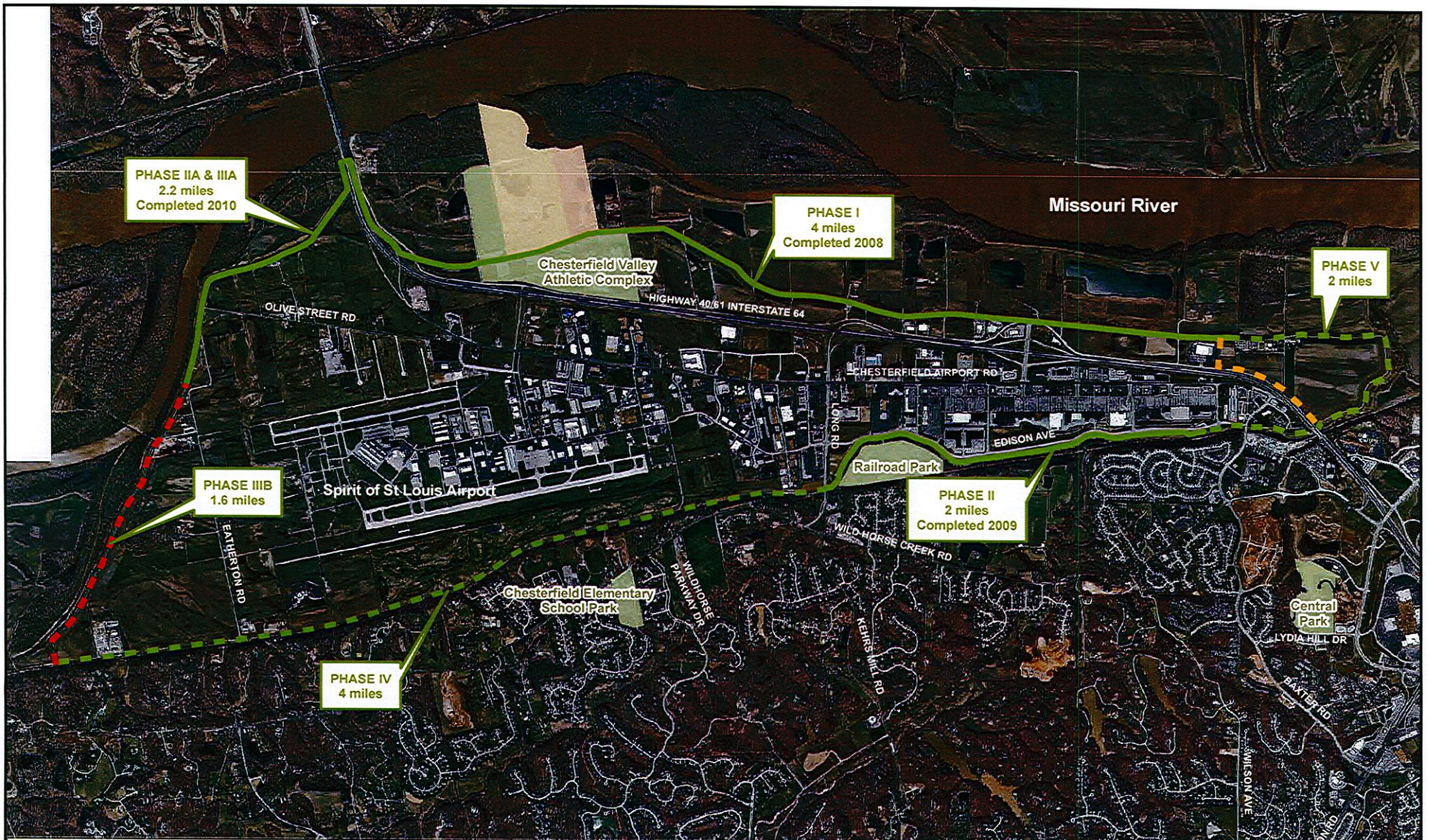
Passed and approved this _____ day of _____, 2011.

ACTING MAYOR

ATTEST:

CITY CLERK

[FIRST READING HELD: _____]



Monarch - Chesterfield Levee Trail

- Levee Trail Completed
- - - Levee Trail In Progress
- - - Levee Trail Planned
- - - Temporary Levee Trail East Connector
- City Parks
- Passive Recreation, Outdoor Classroom, Wetland Viewing
- US Fish and Wildlife Area



1 in = 3,500 ft

The Mapping / GIS Section
of the
Dept. of Planning and Public Works



This Map has been prepared from the most reliable information obtainable. We cannot, however, due to circumstances beyond our control, guarantee complete accuracy. Any errors or omissions brought to our attention will be appreciated and will be corrected in subsequent updates. December 1, 2010

TRAIL USE LICENSE AGREEMENT

THIS TRAIL USE LICENSE AGREEMENT (this "License Agreement") is entered into as of the _____ day of _____, 2011 (the "Effective Date"), by and between Missouri Central Railroad Company, a Delaware corporation ("Licensor"), and City of Chesterfield, a 3rd class city organized under the Statutes of the state of Missouri ("Licensee").

WITNESSETH:

WHEREAS, Licensor is a Class III common carrier railroad, as defined by the United States Surface Transportation Board.

WHEREAS, Licensor is the owner of the former Rock Island railway corridor running approximately from Vigus, Missouri to Pleasant Hill, Missouri, a portion of which is situated in Saint Louis County, State of Missouri and described on Exhibit A hereto (the "Licensor Property");

WHEREAS, Licensee has requested that Licensor convey to Licensee a non-exclusive license, of varying width over an approximately 9-mile long portion of the Licensor Property, from approximately the intersection with Licensor's rail line with the Licensee's eastern City Limit line located between West Drive and Hog Hollow Road to the intersection of Centaur Road and the Monarch Chesterfield Levee, located west of Eatherton Road in the City of Wildwood, Missouri, excluding however, any bridges or culverts now installed over such 9-mile portion as of the Effective Date, as more specifically described or depicted on Exhibit B hereto (the "License Premises"), to develop, construct, maintain, repair, replace, inspect and operate a public hiking, biking and walking trail, including any bridges or culverts necessary therefore (collectively, the "Licensee Use"); and

WHEREAS, Licensor has used and continues to use the Licensor Property for its railroad operations, which include, without limitation, installing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, expanding and removing a railroad line or lines and operating trains thereover, further including, without limitation, tracks, signals, bridges, switches, grade crossing materials, warning devices, and other trackage appurtenances, and ingress thereto and egress therefrom, together with upgrade, expansion, addition, renewal, replacement, relocation, and removal of the foregoing, and for all other uses permitted by Licensor on the Licensor Property (collectively, "Licensor's Operations"); and

WHEREAS, Licensor is willing to grant to Licensee, and Licensee agrees to accept, the license described herein for the Licensee Use, subject to the terms and conditions of this License Agreement;

NOW, THEREFORE, in consideration of the foregoing, the payment by Licensee to Licensor of the amounts specified in Section 9, and the following mutual covenants, terms and conditions, Licensor and Licensee agree as follows:

1. Grant of License. Licensor grants unto Licensee a non-exclusive license (the "License") over the License Premises for the Licensee Use, and for no other purpose or use

whatsoever. Licensee acknowledges that notwithstanding any provision of this License Agreement to the contrary, the License is a privilege and not a lease, easement or other interest in real property. By way of emphasis and not limitation, the License does not include the right to use any bridges, culverts or other structures now installed on the Licensor Property as of the Effective Date.

2. Construction Standards and Approval.

(a) Licensee covenants to construct the following on the Licensee Premises: (i) bridges; (ii) culverts; (iii) a pedestrian sidewalk or board walk; (iv) a jogging trail; (v) a two-way, two-lane bike path; (vi) landscaping; (vii) an irrigation system; (viii) fencing; (ix) gates; (x) drainage facilities, including culverts, culvert extensions, inlets, drainage pipes, swales, and ditches; (xi) paving; (xii) street lighting; (xiii) benches; (xiv) bike racks; and (xv) paved parking lots (collectively, the "Facility").

(b) Any work performed or caused to be performed by Licensee on the Facility or the License Premises shall be performed: (i) at Licensee's sole cost and expense, including but not limited to the cost of relocation of any and all utility facilities; (ii) in accordance with any and all applicable laws, rules and regulations, including the Licensor's and Missouri Department of Natural Resources ("DNR") published rules and regulations; (iii) so as not to impair in any way existing bridges and culverts on the Licensor Property; and (iv) in a manner which is (x) equal to or greater in quality than the then applicable standards of the industry for such work, including but not limited to, the safety standards as discussed in the August 2002 Report prepared by the U.S. Department of Transportation, Federal Highway Administration, Federal Railroad Administration, National Highway Traffic Safety Administration, and the Federal Transit Administration report entitled "Rails-with Trails: Lessons Learned" or any successor document; and (y) reasonably satisfactory to Licensor.

(c) Licensee shall prepare detailed work plans (the "Work Plans") setting forth any and all construction, reconstruction, installation, restoration, alteration, repair, replacement, removal, landscaping, fencing, gates and sign erection work that Licensee plans to perform on the License Premises, including, but not limited to, the construction of the Facility and all applications for permits therefor (collectively, any such work being referred to as the "Construction Work"). The Work Plans must be submitted to Licensor for written approval relative to the requirements of this Agreement. Written approval or rejection shall be provided no later than 90 days from date of submittal of the Work Plans to Licensor. Licensee shall not perform any Construction Work until receiving such written approval of the Work Plans from Licensor. In addition, any changes to the Work Plans after the initial approval by Licensor must be approved in writing by Licensor prior to their implementation. In no event shall approval by Licensor of the Work Plans be a representation that any such plans comply with the applicable laws. Licensee shall comply with all laws applicable to the Construction Work, and shall be solely responsible for obtaining all required approvals and permits for the same.

(d) Except for emergency work and normal day-to-day maintenance work, the provisions of this License Agreement regarding approval of Work Plans shall apply to all

work which may need to be performed on the License Premises after the initial construction of the Facility. In cases of emergency, Licensee shall notify Licensor's representative personally or by phone, if possible, prior to commencing such work or as soon as possible. Licensee may perform or cause to be performed the normal, day-to-day maintenance work on the Facility or the License Premises without written notice to Licensor or submitted Work Plans approval, provided that Licensee or any party performing work on its behalf (i) has previously reviewed and accepted in writing the requirements of this License Agreement; (ii) has previously received Licensor's written approval to access the License Premises; (iii) abide by Licensor's requirements at all times while on the License Premises; and (iv) perform all such maintenance work from entirely within the License Premises or any adjacent property owned by Licensee.

3. As-Built Drawings. Within ninety (90) days after the substantial completion of the Facility, Licensee shall deliver to Licensor, for Licensor's review and approval, two (2) full sets of as built drawings for the Facility (the "Drawings"). At a minimum, the Drawings shall: (i) depict substantially the same improvements as shown in the approved Work Plans; (ii) include all changes to the Work Plans which were approved, in writing by Licensor; (iii) show all improvements and construction performed by Licensee, or caused to be performed by Licensee, on the License Premises; (iv) clearly indicate and label the area of the License Premises; (v) show the centerline of all railroad tracks existing on the Licensor Property as of the date that construction and installation of the Facility was substantially complete. To the extent that the Drawings indicate or show the Facility has not been constructed in compliance with the Work Plans approved by Licensor or any change thereto approved by Licensor, Licensee shall, at the request of Licensor, rebuild, reconstruct and/or reinstall the Facility, at Licensee's sole cost and expense, so that the Facility will be constructed, located and installed substantially in accordance with the approved Work Plans and the approved changes thereto.

4. Liens. Licensee shall fully and promptly pay for all materials supplied to, consumed by, or used in connection with the Facility or the License Premises. Licensee shall promptly pay all persons who perform labor or services upon or for the License Property or Facility. Licensee shall not suffer or permit to be filed or enforced against the License Premises, the Licensor Property, the Facility, or any part thereof, any mechanics' liens, materialmen's liens, or other similar liens for labor, material or services arising out of or relating to any Construction Work or out of any other claim or demand of any kind. Upon the filing of any lien (or the giving of any notice that a lien could be asserted), Licensee shall immediately pay any such lien claims or demands. If Licensee desires to contest the validity of any lien, claim or demand, Licensee shall provide Licensor security in such form and amounts satisfactory to Licensor in Licensor's sole discretion to protect the License Premises, the Licensor Property, and the Facility from the attachment and enforcement of any such lien, claim or demand in the event that Licensee is unsuccessful in invalidating such lien, claim or demand. If, within fifteen (15) days after written request therefor by Licensor, Licensee fails to discharge any lien, claim or demand, or fails to contest the validity of the same and provide the security required herein, then, in such event, Licensor shall have the right, but not the obligation, to discharge any such lien, claim or demand by paying the claimant directly, without any obligation to inquire into the validity of such lien, claim or demand, and Licensee shall reimburse Licensor for the cost of such discharge within ten (10) business days after written demand therefore by Licensor. Licensor reserves the right at any time to post and maintain on the License Premises such notices as may

be necessary to protect Licensor against liability for all such liens and claims. Notwithstanding the foregoing, and in all events, Licensee shall indemnify, hold harmless and defend Licensor from all obligations and claims made against Licensor for any Construction Work, including, but not limited to, attorney's fees incurred by Licensor. Licensee shall furnish evidence of payment upon request of Licensor. The provisions of this Section shall survive termination of this License Agreement.

5. Maintenance and Repair.

(a) Licensee shall maintain the License Premises at Licensee's sole expense to Licensor's satisfaction. Licensee shall perform all maintenance and clean-up of the License Premises as necessary to keep the License Premises in good order and condition, to Licensor's reasonable satisfaction.

(b) Specifically and not by way of limitation of the foregoing, Licensee shall: (i) keep the License Area free of weeds, graffiti and litter; (ii) not take any action that would increase stormwater runoff onto the area of Licensor's Operations, otherwise impair or impede stormwater runoff from the area of Licensor's Operations, or alter the natural drainage in the area of Licensor's Operations to any extent; and (iii) ensure that (A) any and all landscaping associated with the Facility be, at all times, adequately watered, fed, and pruned, so as to keep it in a healthy condition; (B) any and all signs required by the Licensor or the DNR be maintained in a readable condition; (C) any and all culverts, trail side of culvert extensions, inlets, drainage pipes or other drainage facilities be maintained to allow for the free-flow of water there through; and (D) any fencing, gates and barrier landscaping, be maintained in conjunction with one another to prevent members of the public from accessing property adjacent to the License Premises and to prevent interference with railroad operations.

(c) Licensee shall use its reasonable efforts to ensure that any and all gates installed in the fencing remain closed and locked at all times. If any portion of the Licensor Property (including, but not limited to, any portion of the Facility, or any improvements or fixtures of the Licensor) suffers damage by reason of the access to or use of the License Property or the Facility by Licensee, the public, Licensee's agents or Licensee's partners, officers or directors, including, but not limited to, damage arising from vandalism (including graffiti), or from any tests or investigations conducted upon the License Premises, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the Licensor Property to as good a condition as before such cause of damage occurred. If any portion of the Facility's fencing, gates or barrier landscaping suffers damage then Licensee shall, at its own cost and expense, immediately repair all damage and restore the fencing, gates and/or barrier landscaping to as good a condition as existed immediately prior to the occurrence of such damage. Repair of damage shall include, without limitation, re-grading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's agents.

6. Landscaping, Fencing, Gates and Signs.

(a) Prior to opening the trail to public use, Licensee, at its sole cost and expense, shall install barrier landscaping and/or fencing on the License Premises so as to prevent the public from accessing any property adjacent to the License Premises as necessary and along the entire trail between the trail and active rail line to prevent interference with the Licensor Operations. Within the area of certain bridges and culverts, in accordance with approved fencing plans, additional barriers may be needed to restrict access, All such fencing shall include locked gates at the direction of Licensor in order to accommodate the intentions of Licensor and those of existing third party rights. Licensee, at its sole cost and expense, shall also install signs indicating that Licensor is the owner of the License Premises, that the right to enter is by permission, and that all persons who enter upon and use the License Premises and the Facility do so at their own risk. The barrier landscaping, fencing and signs required herein shall be installed and maintained to the reasonable satisfaction of the Licensor. Licensee shall prepare and submit landscaping, fencing and sign plans to Licensor for written approval. Such landscaping, fencing and sign plans shall be submitted to the Licensor for approval prior to any installation. Licensor shall bear all costs associated with the installation of any gates for new interests granted to third parties after the execution of this Agreement.

7. Covenants of Licensee. Licensee covenants as follows:

(a) Licensee shall procure and maintain at its own expense, at the times and in the manner prescribed by applicable law, in connection with the Licensee Use, all licenses, consents, permits, authorizations and other approvals required (i) from any federal, state or local governmental authority, or (ii) pursuant to any restriction, easement, license or other interest or right in the License Premises held by any party, whether or not of record (collectively "Restrictions"). Licensor may from time to time request evidence that all such approvals have been obtained by Licensee and are in full force and effect and Licensee shall provide such evidence to Licensor within thirty (30) days after receipt of such request. In no event shall Licensee seek any governmental approvals that may affect in any way Licensor's Operations, including, without limitation, any zoning approvals, without in each instance obtaining Licensor's prior written consent, which consent may be granted or withheld by Licensor in its reasonable discretion.

(b) Licensee and the Licensee Use shall comply with (i) all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over Licensee or the Licensee Use; and (ii) the terms and conditions of any Restrictions. Specifically, and not by way of limitation of the foregoing, the Licensee Use shall not violate any safety requirement, including, without limitation, any requirements of the U.S. Environmental Protection Agency or the DNR, imposed on Licensor or Licensee by any applicable state or federal regulations or by any state or federal governmental agency having jurisdiction over Licensor, Licensee or their respective operations.

(c) Licensee shall in no event permit the following activities upon the License Premises:

(i) Blasting;

(ii) Grading to the extent that the ground grade on the License Premises as of the Effective Date is permanently increased or decreased so as to impair drainage or visibility but in no event shall such grading violate the covenant provided in Section 5(b)(ii) above;

(iii) Use of motorized vehicles (including, without limitation, all terrain vehicles, motorized scooters, and go-carts);

(iv) Commercial activities of any kind (including, without limitation, vending machines and the sales of any food, drink, or other items); and

(v) Racing, contests, or other such similar events without written permission from Licensor.

(d) In addition to and not by way of limitation of the foregoing, Licensee and the Licensee Use shall be conducted in a manner that does not conflict or interfere with:

(i) Licensor's Operations, including without limitation, the use of the License Premises and the Licensor Property for Licensor's railroad and railroad related purposes and for fiber optics, gas, telephone, cable television or electric, including, without limitation, transmission line uses. Licensor shall unrestricted access over and across the License Property for any purpose, in its sole discretion;

(ii) Any Restrictions, including, without limitation, any fiber optics installations;

(iii) Licensor's grant at any time hereafter of lease, license, permit, easement or other rights, interests or privileges in and to the License Premises, including, without limitation, for fiber optics, gas, telephone, cable television or electric, including, without limitation, transmission line uses.

In the event of any conflict with the provisions of this Section 6(d) and any other provision of this Agreement, the provisions of this Section 6(d) shall control.

(e) Upon termination of this License for any reason, Licensee shall return the License Premises to its condition on the date hereof and remove all improvements installed upon the License Premises by Licensee.

8. "AS IS" License; Disclaimer of Warranties; Title Matters. This License Agreement and the rights granted hereunder are subject and subordinate in all respects to (i) Licensor's Operations; and (ii) any Restrictions. Without limiting the generality of the foregoing, this License Agreement and the rights granted hereunder are subject and subordinate in all respects to the rights of Licensor's existing lessees, licensees and licensees and all other encumbrances, existing roads and highways, the rights of all existing utilities, all existing railroad rights-of-way, water courses and drainage rights, and the specific current existing rights of third parties in the Licensor Property (whether recorded or unrecorded) previously granted by Licensor, in accordance with the terms of such grants by Licensor. If required by the terms of the rights granted to such prior Licensees or by applicable law, Licensee shall secure the

engineering consent of such prior Licensees as a prerequisite to exercising its rights hereunder and provide Licensor with a copy of the same. Both parties agree that there may be third party interest in the land and that any final agreement related to the design, construction, and maintenance of a hiking, biking, and walking trail will include the signed acknowledgment and consent of any such third party.

LICENSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, AND BY WAY OF EMPHASIS AND NOT BY WAY OF LIMITATION, LICENSOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES CONCERNING (I) THE SUITABILITY OF THE LICENSE PREMISES FOR THE LICENSEE USE, (II) THE ENVIRONMENTAL CONDITION OF THE LICENSE PREMISES, OR (III) TITLE MATTERS RELATED TO THE LICENSE PREMISES. IN ACCEPTING THIS LICENSE AGREEMENT, LICENSEE HAS RELIED SOLELY UPON SUCH INDEPENDENT INVESTIGATIONS OF THE CONDITION OF THE LICENSOR PROPERTY AS LICENSEE HAS DEEMED NECESSARY OR APPROPRIATE IN ITS DISCRETION, AND LICENSEE HAS NOT RELIED UPON ANY STATEMENTS, REPRESENTATIONS OR AGREEMENTS OF LICENSOR, ITS EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES, REGARDING THE CONDITIONS OF THE LICENSOR PROPERTY. THE LICENSE AGREEMENT AND THE OTHER RIGHTS GRANTED TO LICENSEE HEREUNDER ARE GRANTED OVER THE LICENSOR PROPERTY IN ITS "AS-IS CONDITION, WITH ALL FAULTS".

9. Term; Termination; Purchase Price; Annual Fees; Coverage of Licensor Expenses.

(a) The "License Term" is for a period of fifty years from the Effective Date, however this Agreement, shall be revocable at any time by Licensor as a termination for convenience without cause. In the event such termination for convenience occurs within 5 years of the Effective Date, the Purchase Price and the Annual Payments (as defined below) shall be refunded by Licensor to Licensee as full and complete compensation for such early termination for convenience. However, in the event, Licensee does not complete construction of its trail improvements in accordance with this Agreement within one year of the Effective Date, Licensor shall have the unilateral right to terminate this Agreement for cause without refund of any payments made by Lessee to Lessor under this Section 9. Such termination shall be considered a breach hereof, and in addition to the right to terminate the Agreement shall entitle Lessor to all other rights and remedies of Lessor under this Agreement.

(b) The License Term shall also be subject to termination without refund of payments by Licensor (i) upon breach hereof by Licensee in accordance with the rights and remedies of Licensor at law or in equity, or (ii) pursuant to Section 10 below or any other express provision hereof.

(c) The "Purchase Price" for the license rights is \$_____ payable by Licensee upon execution of this Agreement. .

(d) Licensee agrees to reimburse Licensor for all of its expenses related to Licensee's project. Such expenses are expenses which would not have been by Licensor

if it had not entered into this Agreement. Examples would include but would not be limited to the need for flagmen during construction activities, adjustment of Licensor facilities to accommodate trail facilities, payment for crossing planks and safety devices at any spur track, existing or new, which crosses the Licensee's trail, etc. All such reimbursements shall be at the actual and documentable costs of Licensor.

10. Rights Reserved to Licensor; Relocation of the Facility.

(a) Licensor hereby reserves the right at all times to use the Licensor Property, including, without limitation, the License Premises, for Licensor's Operations in such manner as Licensor deems necessary or appropriate. Licensor's use of the Licensor Property, including the License Premises, includes, without limitation, the right to gain access to any of Licensor's equipment and facilities thereon.

(b) Licensor reserves the right to grant additional access, utility and other leases, licenses and rights hereafter to third parties through, under, over and across or along all or any portion of the Licensor Property, including without limitation the License Premises, provided that such rights granted to third parties do not unreasonably interfere with Licensee's use of the License Premises hereunder; provided, further, however, that Licensor's grant of such rights on a temporary basis shall in no event be deemed to unreasonably interfere with Licensee's use, but Licensor at its own cost shall repair and restore the License Premises and Facility within 90 days of the termination of such temporary use, to the extent of any damage thereto arising out of such grants by Licensor.

11. Condition of License Premises. Licensee acknowledges that it has inspected and accepts the License Premises in its present condition as suitable for the Licensee Use. Execution of this License Agreement shall conclusively establish that the License Premises is in good and satisfactory condition as of the Effective Date.

12. Indemnity. Licensee shall indemnify, defend (with counsel acceptable to Licensor) and hold harmless Licensor, and its employees, officers, directors, agents, subsidiaries, affiliates, parent corporations, legal representatives, successors and assigns (collectively, "Licensor's Group"), from and against any and all claims, actions, proceedings, judgments, damages (including consequential damages, liens, fines, costs, liabilities, injuries, losses, costs and expenses (including, but not limited to, attorneys' fees and costs) arising from: (i) the Licensee Use, or (ii) any breach of this License Agreement by Licensee, except to the extent that the same arise solely out of the willful misconduct of Licensor, its employees, agents or contractors. The foregoing indemnity shall include, but not be limited to, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by Licensee's employees, agents, contractors and subcontractors). The foregoing indemnity shall survive the termination of this License Agreement.

13. Waiver and Release by Licensee; Limitation of Liability of Licensor. To the maximum extent permitted by applicable law, Licensee hereby waives and releases all claims

against Licensor's Group, which Licensee or any person or entity claiming by, through or under Licensee may now or at any time in the future have for injury or damage to persons, property or business sustained in or about the License Property, arising from any conditions existing on the Licensor Property, excepting, however, such matters arising solely out of Licensor's willful misconduct. Licensor shall not be liable to Licensee for any injury, loss or damage to persons, property or business sustained by Licensee, its representatives, employees, agents, contractors or invitees in connection with this License Agreement, unless such loss or damage results from Licensor's willful misconduct.

14. Abandonment. Licensor has used and continues to use the Licensor Property (including the License Premises) for Licensor's Operations, and does not intend, and this License Agreement shall not be construed, as an abandonment of any such use, to the extent that Licensor's rights in the License Premises are deemed to be easement rights.

If Licensee at any time abandons the License Premises or fails at any time to use the property for a continuous period of one hundred eighty (180) days (except for periods of construction, reconstruction, maintenance or repair which have been approved by Licensor), then this License Agreement shall immediately terminate for the abandoned portion. In addition to any other rights or remedies, Licensor shall immediately be entitled to exclusive possession of the portion abandoned, discontinued, or closed, without any effect of this License Agreement.

15. Insurance.

(a) On the date hereof, and annually at each anniversary date hereof, Licensee shall provide to Licensor a certificate of insurance evidencing that Licensee has procured and maintained Commercial General Liability insurance, with insurance carriers acceptable to the Company, covering bodily injury, death and property damage in the amount of not less than Five Million Dollars (\$5,000,000.00), with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00). Such certificate shall state that Licensor, its directors, employees and affiliates are named as an additional insured on all policies of insurance carried by Licensee hereunder and that the insurer has provided a waiver of subrogation against Licensor, its employees, directors and affiliates.

(b) Licensee shall cause each contractor and subcontractor performing any work on behalf of Licensee pursuant to this License Agreement to purchase and maintain (or Licensee, at its own cost, shall purchase and maintain on behalf of each such contractor or subcontractor), prior to commencing any work on the Licensor Property, all insurance coverages reasonably required by Licensor and DNR.

16. Taxes. Licensee shall be liable for, and agrees to pay promptly and prior to delinquency, any tax or assessment, including, but not limited to, any tax levied by any governmental authority (a) against the Facility, the License Premises and/or any personal property, fixtures or equipment of Licensee used in connection therewith, or (b) as a result of Licensee's use of the License Premises of the Facility.

17. Environmental Protection.

(a) Licensee's obligations under this Section 17 shall survive the termination of this License Agreement.

(b) Licensee shall construct the Facility, and use, operate and maintain the License Premises in compliance with all federal, state and local environmental, health and/or safety laws and regulations in existence or as amended or adopted in the future. Except for Hazardous Materials expressly approved by Licensor in writing, Licensee shall not use or dispose of any Hazardous Materials on the License Premises. Any approved Hazardous Materials on the License Premises shall be stored and disposed of in accordance with all applicable environmental laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future, listed, defined or regulated in any manner by any environmental law based upon, directly or indirectly, its properties or effects.

(c) In addition, in the event of any release of Hazardous Materials on, or contamination of, the License Premises, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property. Licensee should return the affected property to the prior condition before contamination, to the satisfaction of Licensor and any governmental authorities having jurisdiction. In all cases, Licensee shall promptly notify Licensor of any release or contamination of Hazardous Materials on the License Premises.

18. Subordinated Privileges.

(a) This License Agreement is subordinate to the prior and continuing right of Licensor, its successors and assigns, to use the Licensor Property in the exercise of its powers and in the performance of its duties, including those for existing and future rail carrier service, and there is reserved and retained unto Licensor, its successors, assigns and permittees the right to construct, reconstruct, maintain and use existing and, future rail tracks, facilities and appurtenances; provided, however, that such use shall not materially impair the beneficial privileges granted to Licensee hereunder. Licensor or any other indemnitee shall not have any liability or obligation with respect to any acts or omissions of any parties holding any rights under the Restrictions.

(b) Licensor also reserves the right to grant and convey to others, rights, interests and privileges in and to the Licensor Property at any time during this License Agreement. Licensor shall, at all times, have the right to grant lease, license, permit rights, easement rights, interests or privileges in and to the License Premises, provided that such rights shall not materially impair the beneficial privileges granted to Licensee hereunder. Licensor will allow Licensee to review and make copies of all of its property records concerning the Licensed Property, but does not warrant that such records contain a comprehensive list of all rights, interests and privileges reserved and/or conveyed to others. Licensor will use commercially reasonable efforts to annually update such records, provided, further, however, that Licensor's grant of such rights on a temporary basis shall in no event be deemed to unreasonably interfere with Licensee's use, but Licensor at its own cost shall repair and restore the License Premises and Facility within 90 days of the termination of such temporary use, to the extent of any damage thereto

arising out of such grants by Licensor. In no event shall conveyance by Licensor of rights or privileges in the License Premises, as provided in Section 7(d)(iii) above, be deemed to materially interfere with such privileges of License. Licensee shall consent to the granting of any such rights, to the extent such consent is required or is reasonably requested by Licensor, and to execute, acknowledge and deliver any and all documents Licensor may require in connection with this provision.

19. Notices. All notices, demands, consents, approvals and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be hand delivered, sent by United States registered or certified mail, postage prepaid, return receipt requested, telefaxed, or sent by electronic mail, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communication shall also be sent by telefax machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines.

(a) To Licensee: City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017
Attn: City Administrator
Fax No.636-537-4798

(b) To Licensor: Missouri Central Railroad Company
c/o Ameren Services
P.O. Box 66149, Code 700
St. Louis, Missouri 63166-6149
Attention: Manager, Real Estate
Fax No.:314-554-2570

(c) With two copies to: Ameren Corporation
One Ameren Plaza
1901 Chouteau Avenue
St. Louis, Missouri 63103
Copy 1: Attention: Vice President
and General Counsel Fax: (314) 554-4014

Copy 2: Attention: President-Missouri Central
Railroad

Fax: 314-554-2342

20. Regulatory Approval. This License Agreement may be subject to the approval of one or more regulatory agencies. If this License Agreement is subject to such approval, the parties hereto agree to exercise diligent efforts to jointly seek such approval. If such approval is not granted by any agency, the rights and privileges granted to Licensee hereunder shall be null

and void and of no further force and effect, provided that Licensee shall continue to be bound by all of its obligations that are expressly intended to survive the termination of this License Agreement.

21. Assignment by Licensee Prohibited. The License Agreement is personal to Licensee and may not be assigned without the express written consent of Licensor. The License Agreement is not intended to, and shall not run with the land. This License Agreement and the rights and obligations of the parties hereto shall be binding and inure to the benefit of the parties and their respective permitted successors, legal representatives and assigns. It is agreed however that Licensee intends to assign certain of its maintenance and operations obligations under this license to the Cities of Chesterfield, Maryland Heights and Wildwood, Missouri. Any such partial assignment or sub-license shall be permitted (i) upon notice to Licensor, (ii) Licensor's prior review of the sublicense or related agreement in order to assure compliance with the terms and conditions of this Agreement, and (iii) as set forth herein, Licensee remains fully liable for all obligations and liabilities created under this Agreement and shall keep its insurance requirements in full force and effect. In the event that any assignment of Licensee's rights hereunder is so permitted by Licensor, Licensee shall not be released from any of its duties, obligations or liabilities hereunder, whether arising or accruing prior to, on or after the date of any such assignment. Any attempt by Licensee to assign all or any portion of its interest in this License Agreement without Licensor's prior written approval shall be void and of no force and effect. Any assignment agreed to by Licensor does not relieve Licensee of liability or maintenance responsibilities under this agreement.

22. Commission and Acceptance of MCRR's Deliveries. There are no brokers' fees due to any broker in this transaction on the part of Licensee. Licensee acknowledges receipt of Licensor's deliveries. The content and subject matter of Licensor deliveries shall not form a basis for any adjustment to purchase price of license fee.

23. Confidentiality. The terms of this License Agreement and any other information disclosed by Licensor to Licensee in the course of negotiating or performing this License Agreement shall be held by Licensee in strictest confidence and shall not be disclosed to any third party, without Licensor's prior written consent. The confidentiality obligations imposed herein shall not apply to any information that (i) becomes available to the public through no wrongful act of Licensee, (ii) may be published prior to the date hereof; (iii) is received from a third party without restriction known to Licensee and without breach of this License Agreement; (iv) is independently developed by Licensee; (v) is disclosed as required by law and or pursuant to a requirement or request of a court order or governmental agency; (vi) is required to be disclosed to attorneys and accountants of Licensee or other parties in order for Licensee to perform a review of its obligations under this License Agreement, provided such parties also agree to hold such information in strict confidence.

24. Miscellaneous.

(a) All portions of this License Agreement which require Licensee to perform or undertake any obligations shall survive the termination of this License Agreement.

(b) There are no representations or understandings of any kind related to the subject matter hereof that are not fully set forth in this License Agreement. Any amendments to this License Agreement must be in writing and executed by Licensor and Licensee. Licensee agrees to cooperate with Licensor in executing any additional documents reasonably necessary to protect Licensor's rights under this License Agreement.

(c) This License Agreement shall be construed in accordance with the laws of the State of Missouri.

(d) Time is of the essence with respect to all provisions of this License Agreement.

(e) In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this License Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this License Agreement. In the event any provision of this License Agreement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefore to restore this License Agreement to its original intent and effect.

(f) Nothing in this License Agreement is intended or shall be construed as making the parties hereto partners, members, agents, joint ventures or members of a joint enterprise.

(g) Licensee represents and warrants that (i) it is duly organized, validly existing and in good standing in its state of organization; (ii) it has full power and authority to enter into this License Agreement and undertake the responsibilities and obligations contemplated by it in accordance with its terms; (iii) the execution and performance of this License Agreement has been duly authorized by all necessary corporate actions and that pursuant to such actions, this License Agreement constitutes a valid and binding obligation of Licensee and is enforceable against Licensee in accordance with its terms.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this License Agreement as of the Effective Date.

Licensor:

MISSOURI CENTRAL RAILROAD COMPANY

By: _____

Name Printed: Robert K. Neff

Title: President

Licensee:

Great Rivers Greenway District

By: _____

Name: Michael G. Herring

Title: City Administrator

EXHIBIT A

Description of the Licensor Property

EXHIBIT B

Description or Depiction of the Licensee Premises

[Note: description may have gaps for exclusion of bridges and culverts segments]