

RESOLUTION NO. 22-PT-22
PRESENTED TO THE BOARD – 8/11/22

TO: PORT AUTHORITY COMMISSION AND
NEAL RICHARDSON, EXECUTIVE DIRECTOR

FROM: SUSAN TAYLOR, PORT DIRECTOR

RE: RESOLUTION APPROVING THE USE OF CITY PROPERTY IN THE
UNIMPROVED WHARF BY WALSH CONSTRUCTION COMPANY
AND RECOMMENDING THAT THE BOARD OF PUBLIC SERVICE
(BPS) ISSUE A PERMIT TO WALSH FOR THIS USE

EXECUTIVE SUMMARY

Walsh Construction would like to continue using city land and associated mooring locations during the Merchants Bridge Rebuild project at the foot of Ferry Street in the North Riverfront, approximately two miles north of downtown.

BACKGROUND

The Merchants Bridge Rebuild is expected to conclude later this year. Walsh needs approximately 100,000 square feet (SF) of land for staging and parking and enough linear footage of mooring for up to 10 barges to transload steel bridge components and other project-related items (see Exhibit A). Some of this land had been leased to Great Rivers Greenway (GRG). GRG agreed to remove from its lease the SF Walsh needed. At the end of the Rebuild this SF reverts to GRG. GRG's annual rent was, is, and, upon completion of the Rebuild, will continue to be \$1.

City code allows BPS to issue one-year permits for private use of City Property in the Port District. On 2/12/19, Port Commission Resolution 19-PT-4 approved the use of the city's riverfront for this work. On 8/13/19, BPS gave Walsh a one-year permit for the project, on 8/13/20, BPS gave Walsh a second one-year permit for the project, and, on 8/8/21, BPS gave Walsh a third one-year permit for the project

The Authority hereby requests approval to continue the same land and mooring privileges to Walsh for one final year and, if so approved, will ask BPS to issue Walsh a fourth and final one-year permit. The recommended permit shall have certain conditions in substantially the same form as attached hereto as Exhibit B, which substantively mirror the conditions of Walsh's past BPS permits.

REQUESTED ACTION

Request approval of Resolution No. 22-PT-22 by the Port Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE PORT AUTHORITY BOARD OF COMMISSIONERS AS FOLLOWS:

1. The Port Authority Commission hereby approves the continued use of city property as shown in Exhibit A by Walsh Construction for another year and recommends approval of a fourth one-year BPS permit for Walsh with such conditions in substantially the same form as attached hereto as Exhibit B.
2. The Port Authority authorizes the Executive Director, his designee, legal counsel, and the appropriate officers, agents and employees of the Port Authority to take all steps necessary and to execute all documents necessary to effectuate the intent of this Resolution.
3. This Resolution shall take effect and be in full force immediately after its passage and approval by the governing body of the Authority.

ADOPTED this 11th day of August, 2022

THE PORT AUTHORITY OF THE
CITY OF ST. LOUIS, MISSOURI

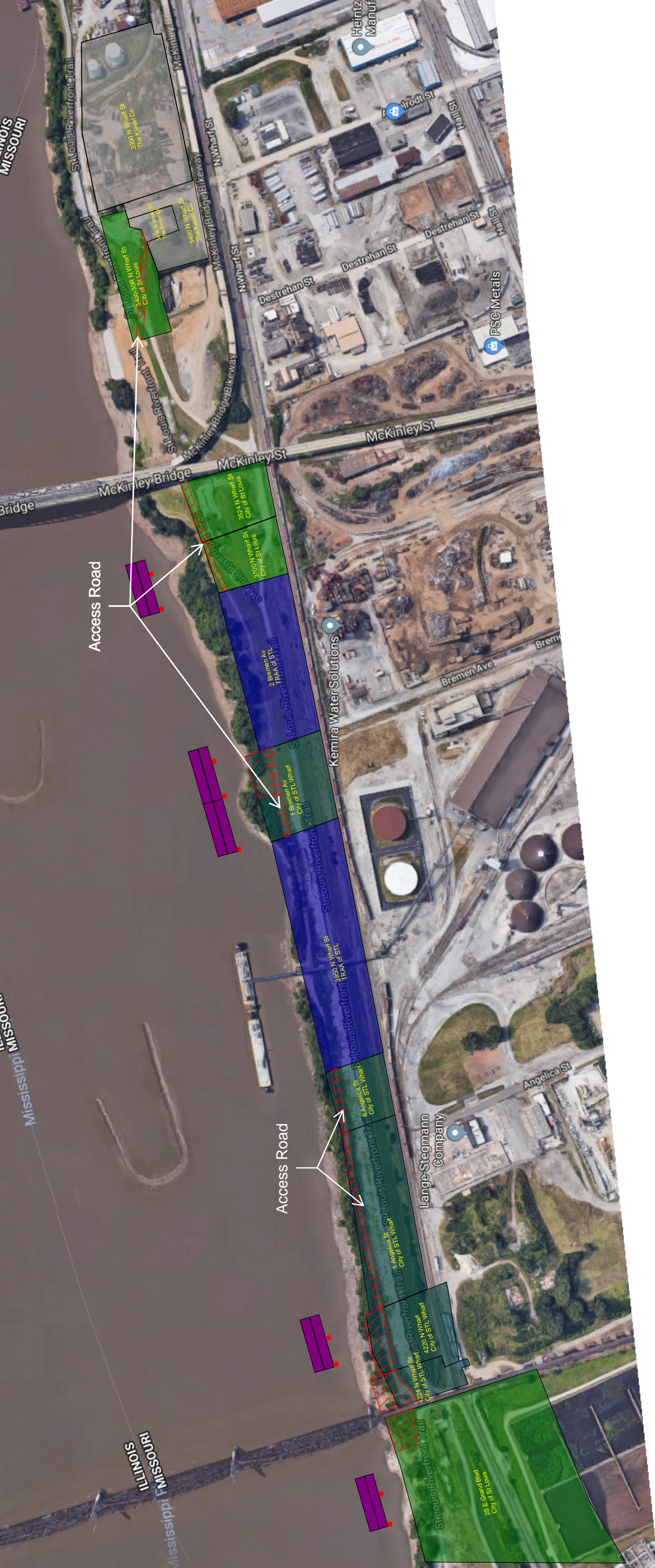
By: _____

Title: _____

(SEAL)

ATTEST:

Assistant Secretary



— - 200' Barge Spots

▨ - Land Requested by Walsh

↔ 200'-0"

City of St Louis Land and Barge Locations Requested by Walsh

EXHIBIT A-2: AREA MATIRX - Land Area of Parcels
included in St. Louis - Walsh Construction Lease

5/1/2019

Parcel Name	Property Owner	Access Area Leased from City of St Louis (SF)	*Notes	Cost \$ Per SF	Cost Per Year
3400-30R N Wharf St	City of St Louis	8,400	Area for Access Road	\$0.1875	\$1,575.00
3524 N Wharf St	City of St Louis	6,500	Area for Access Road	\$0.1875	\$1,218.75
3700 N Wharf St	City of St Louis	4,300	Area for Access Road	\$0.1875	\$806.25
2 Bremen Av	TRRA of STL		Owned by TRRA		\$0.00
1 Bremen Av	City of STL Wharf	20,200	Area for Access Road and Trestle/Causeway	\$0.1875	\$3,787.50
3950 N Wharf St	TRRA of STL		Owned by TRRA		\$0.00
6 Angelica St	City of STL Wharf	5,200	Area for Access Road	\$0.1875	\$975.00
1 Angelica St	City of STL Wharf	13,200	Area for Access Road	\$0.1875	\$2,475.00
4220 N Wharf St	City of STL Wharf	17,200	Area for Access Road and Staging/Working Areas	\$0.1875	\$3,225.00
	TOTAL Area for Payment	75,000			\$14,062.50
4224 Wharf St	City of STL Wharf	15,000	Area for Staging/Working Areas (No Cost - Covered by Ordinance 63855)	\$0.00	\$0.00
28 E Grand Blvd	City of St Louis	12,380	Area for Staging/Working Areas (No Cost - Covered by Ordinance 63855)	\$0.00	\$0.00
	Additional Area in Lease	27,380			
TOTAL Area Leased		102,380	(total SF to be leased = 102,380; total shown excludes no cost SF's)		\$14,062.50

BOARD OF PUBLIC SERVICE PERMIT

THIS PERMIT (“Permit”) is made and entered into this ____ day of _____ 2022, by and between The City of St. Louis, Missouri, a city and political subdivision duly organized and existing under its charter, the Constitution and laws of the State of Missouri, acting by and through the Board of Public Service (hereinafter “Permitter”), and Walsh Construction Company, an Illinois Corporation (hereinafter “Permittee”).

1. Subject Property. That, for and in consideration of the rents hereinafter reserved to be paid by Permittee to Permitter, and the mutual covenants and agreements herein contained, Permitter hereby leases and lets to Permittee the land and exclusive mooring rights, together with any improvements now and hereinafter situated on such land (collectively, the “Subject Property”). Permitter warrants and represents that the area comprising the Subject Property is shown on the aerial photograph and square footage matrix attached hereto as Exhibit A (1) and Exhibit A (2) respectively, as well as the mooring rights associated with such land. The Parties agree that the mooring rights are for ten (10) barge spots; however, due to the nature of the Permitted Use, as hereinafter described, the vagaries of the Mississippi River, the distinction between commercial and construction permits by the Corps of Engineers, there may be more or less ten (10) barge spots utilized by Permittee from time to time and if more, will not be a default under this Permit.

2. Term. The term of this Permit (“Term”) shall be for a period of one (1) year, beginning on August 13, 2022, (“Commencement Date”), and terminating on August 12, 2023. Permittee may terminate this Permit upon thirty (30) days prior written notice to Permitter. In the event the Permittee terminates this Permit, no additional Annual Base Rent shall be due under this Permit once the termination becomes effective.

3. Rent. For the rights and privileges herein granted Permittee agrees to pay Permitter the following base rental: An annual rental of Forty-four Thousand Sixty-two Dollars and Fifty Cents (\$44,062.50) (“Annual Base Rent”) payable in equal monthly installments of Three

Thousand Six Hundred Seventy-one Dollars and Eighty-eight Cents (\$3,671.88), without demand, deduction, offset or prior notice, on the first day of each and every calendar month during the Term. More specifically, the annual rent is Fourteen Thousand Sixty-Two Dollars and Fifty Cents (\$14,062.50) for the land and Thirty Thousand Dollars (\$30,000.00) for the mooring rights (\$3000.00 per barge spot X 10 barge spots equals \$30,000.00).

Annual Base Rent or any other payments due under this Permit shall be made payable to Permittee and mailed or hand delivered to 1520 Market, Street, Suite 2000, St. Louis, Missouri 63103, Attention: Charlie Hahn, Controller, or to such other person or to such other place as directed from time to time by written notice to Permittee from Permittee. Annual Base Rent shall be pro-rated for any partial calendar months occurring at the beginning or end of the Term. Notwithstanding the foregoing, Permittee may make payments of Annual Base Rent by ACH wire transfer and Permittee shall cooperate with Permittee in connection therewith. In no event shall Annual Base Rent be less than the minimum rent set by Chapter 21.10 of the Revised Code of the City of St. Louis.

4. Taxes. Permittee agrees to pay ad valorem taxes on Permittee's boats, vessels, aircraft or watercraft and on operation of same, to the extent required by law, that may be moored on said Subject Property or involved in any operations within said Subject Property, including all other Permittee-owned property and equipment. Further, Permittee agrees to pay, to the extent required by law, and any and all taxes, fees and assessments due on any other aspect of Permittee's business operations or improvements within the Subject property.

5. Third Party Beneficiary. The Metropolitan Park and Recreation District d/b/a the Great Rivers Greenway District ("District") shall be an express third party beneficiary of this Permit and shall have the right to enforce the terms of this Permit directly against Permittee with respect to Permittee's performance of the Restoration Work (as hereinafter defined), and in such event District shall be entitled, with respect to the Restoration Work, to full and direct performance

of the obligations of Permittee hereunder. In addition, Permittee hereby agrees that, with respect to the Restoration Work, all indemnities and insurance coverages required of Permittee under this Permit shall include and run to the benefit of District and its agents, employees, officers and servants.

6. Maintenance and Repair. Permittee, at its sole cost and expense, throughout the Term, shall take good care of the Subject Property (including any improvements now or hereafter erected or installed on the Subject Property), and shall keep the same in good and orderly condition in the same or better condition than exists on the Commencement Date and shall make and perform all maintenance thereof (including, without limitation, routine and regular maintenance), and all repairs and replacements thereto, interior and exterior, structural and nonstructural, and capital or non-capital in nature, all to the extent necessary to comply with the express provisions of this Permit. All maintenance and repair activities of Permittee under this Permit shall be performed in accordance with all laws, ordinances and regulations. In the event that structures are damaged due to misuse or negligence by Permittee's agents, licensees and invitees, then Permittee shall promptly repair such damage at Permittee's sole cost and expense. Any structural repairs shall be completed in accordance with sealed drawings by a licensed engineer and shall restore the structural integrity of the damaged component(s). Permittee shall submit to Permitter prior to commencing work on the Subject Property a report with photographic evidence of the existing conditions on the Commencement Date.

Permittee, at its sole cost and expense, shall take good care of, repair, replace and maintain, all driveways, bike paths, pathways, roadways, sidewalks, parking areas, loading areas, storage areas, yard surfaces, landscaped areas, entrances and passageways, bollards, levee/flood wall components on or appurtenant to the Subject Property in good order and repair, and keep all portions of the Subject Property, including areas appurtenant thereto, in a good and orderly condition in the same or better condition than exists on the Commencement Date. Permittee shall

manage vehicular traffic in proximity to the Subject Property to ensure access to the Mary Meachum Visitor Center and to ensure that the Mary Meachum Visitor Center grounds shall remain open to authorized vehicles which shall include District staff, contractors, vendors and program participants. Such obligation shall include vehicle restriction devices such as gates or bollards to be placed and managed by Permittee at Prairie Avenue trailhead and at the levee access road connecting Prairie Avenue to the greenway directly under Merchant's Bridge.

Except as expressly provided in this Permit, Permitter shall not be required to furnish any services or facilities or to make any repairs, replacements or alterations in, about or to the Subject Property or any improvements now or hereafter erected thereon. **Except as otherwise expressly provided in this Permit, Permittee accepts the Subject Property in their “AS IS, WHERE IS” condition, with all faults.**

7. Permitted Use. Permittee agrees the business to be conducted within the Subject Property is to be that of fleeting and staging of construction materials principally for the purpose of rebuilding Merchants Bridge. Permittee shall keep, operate and maintain the Subject Property, including all structures and improvements located thereon, to the extent those items were in compliance prior to the execution of this Permit, with all federal, state and local environmental, health and/or safety laws, ordinances, rules, regulations, codes, orders, directives, guidelines, permits or permit conditions currently existing and as amended, enacted, issued or adopted in the future which are applicable to the Subject Property. Permittee shall, at Permittee’s sole cost and expense, keep in full force and effect any and all permits required to fleet. Permittee shall provide copies of all permits to Permittee

8. Equal Opportunity and Nondiscrimination Guidelines. Regarding any contract for work in connection with the improvement of any property included in the Subject Property, the Permittee (which term shall include Permittee, any designees, successors and assigns thereof, any entity formed to implement a project in which the Permittee has a controlling interest), and

Permittee's contractors and subcontractors shall include a clause requiring compliance with all federal, state, and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination, and with all Executive Orders of the Mayor of the City St. Louis addressing participation by Minority Business Enterprises ("MBEs") and Women Business Enterprises ("WBEs") in City-assisted work. Permittee and its contractor(s) shall not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or Executive Orders.

Further, Permittee agrees, for itself and for its successors and assigns, that Permittee shall not discriminate in any way on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of the Subject Property or any improvements erected or to be erected in or on the Subject Property or any part thereof. Permittee agrees, for itself and for its successors and assigns, to include covenants in each and every contract entered into by Permittee with respect to the improvement or operation of the Subject Property to ensure such discrimination by any of Permittee's contractors is prohibited. The non-discrimination provisions embodied in this Section shall run with the land and shall be enforceable by the City of St. Louis Port Authority ("Port Authority"), by the City, and by the United States of America, as their interests may appear. Permittee agrees that, if the improvement and use of the Subject Property creates permanent jobs, it shall enter into a First Source Referral Agreement ("Referral agreement") with the Saint Louis Agency on Training and Employment and the Port Authority for referral of Jobs Training Partnership Act-eligible individuals. Said Referral Agreement shall specify the number and types of jobs to be covered by the Referral Agreement, the target date for referrals to begin, and the procedure for referral.

9. Surrender. Permittee shall repair any and all damage to the Subject Property resulting from Permittee's cranes and/or other equipment and operations. Upon the expiration, termination, or cancellation of this Permit, the Permittee shall remove all and any vessels, boats,

watercraft or other practical movable structures from the Subject Property and mooring area, without expense to the Permitter and shall complete the improvement work and make the payments outlined in Exhibit B attached hereto (collectively, the "Restoration Work") in favor of District. Permittee's obligation to complete the Restoration Work shall survive the expiration, termination, or cancellation of this Permit. In the event said vessels, boats, watercraft or other practical movable structures are not removed within ninety (90) days after receipt of notice by the Permittee, the Permitter may take possession of said vessels, boats, watercrafts or other practical movable structures or may cause same to be removed at the expense of the Permittee. Prior to the expiration, termination or cancellation of this Permit, Permittee shall, at its sole cost and expense, repair, restore, replace and rebuild, as necessary, the bike path to surrender it in the same condition as existed on the Commencement Date. Upon the expiration or earlier termination of this Permit, Permittee shall quit and peacefully surrender the Premises to Permitter, and Permitter, upon or at any time after any such expiration or termination, may without further notice, enter upon and re-enter the Subject Property and possess and repossess itself thereof, by summary proceedings, ejectment or otherwise, and may dispossess Permittee and remove Permittee and all other persons and property from the Subject Property and may have, hold and enjoy the Subject Property and the right to receive all rental income of and from the same. Permittee shall leave and surrender the Subject Property to the Permitter in the same condition in which the Subject Property was at the commencement of this Permit, except as repaired, rebuilt, restored, altered, replaced or added to as required by any provision of this Permit. Upon such surrender, Permittee shall (a) remove from the Subject Property all property which is owned by Permittee and (b) repair any damage caused by such removal. Permittee further agrees and warrants that, upon the expiration or earlier termination of this Permit, Permittee shall return the Subject Property to the Permitter free of any and all hazardous material, infectious waste, solid waste, pollutants, and contaminants which the Permittee placed, released, discharged, disposed, and/or spilled on, into, or about the Subject Property. The

Permittee expressly agrees that the City may attach liens to any of Permittee's real and personal property located in the City of St. Louis to recover the Permitter's costs of bringing the Subject Property into compliance with the standards set out herein.

10. Improvements. Permittee agrees that all approved permanent capital improvements and facilities installed on the Subject Property by Permittee shall become the property of Permitter unless Permitter requests the removal of same prior to the expiration or earlier termination of this Permit. The trestle bridge, mooring piles installed by the Permittee, and such other improvements as mutually agreed to by the Port Authority and Permitter shall not be considered a permanent capital improvement or facility. Objects, facilities, and equipment that are portable or moveable are not a permanent capital improvement and will remain the property of Permittee and shall be removed upon the expiration or earlier termination of this Permit.

11. Utilities. Permittee shall pay for all utilities and services used by the Permittee on the Subject Property during the Term, including all hook-ups, set up/termination charges, maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to the Subject Property. Additionally, Permittee shall not store any cargo over the existing sewers of the Metropolitan St. Louis Sewer District (the "MSD Sewers") that would impair the structural integrity or operation of the MSD Sewers or prevent the Metropolitan St. Louis Sewer District from accessing the MSD Sewers.

12. No Partnership. Nothing contained in this Permit shall be deemed or construed to create a partnership or joint venture of or between Permitter and Permittee, or to create any other relationship between the parties hereto other than that of Permitter and Permittee.

13. Insurance, Liability, and Indemnity. Permittee, at its sole cost and expense, shall procure and maintain throughout the Term of this Permit the following insurance policies on a combined single limit basis on standard forms and with good and solvent insurers satisfactory to

Permitter:

A. Workers Compensation / Employers Liability - Worker's Compensation limits shall be statutory, and coverage shall be in compliance with the laws of the applicable state and federal laws, with a minimum Employer's Liability policy limit of USD \$2,000,000.00 each person, each occurrence, and aggregate.

- (1) Include United States Longshore and Harbor Workers' Compensation Act coverage for applicable employees.
- (2) Include voluntary compensation coverage.
- (3) Include occupational disease coverage.
- (4) Include borrowed servant or alternate employer endorsement naming Permitter as the alternate employer and stating that an action brought against Permitter under the theory of "borrowed servant" or "alternate employer" or any similar theory will be treated as a claim against Permittee.
- (5) Include maritime employer's liability endorsement, including transportation, wages, maintenance, and cure unless such coverage is provided by the required P&I policy.

B. Comprehensive General Liability - Minimum policy limit of USD \$5,000,000.00 per occurrence and USD \$5,000,000.00 aggregate applicable to liabilities assumed hereunder and the use or occupancy of the Subject Property by Permittee or any of Permittee's agents, employees, licensees, customer, invitees or contractors.

- (1) Include coverage for explosion, collapse, and underground hazards.
- (2) Include products hazard coverage.
- (3) Include completed operations hazard coverage.
- (4) Include broad form property damage coverage.
- (5) Blanket contractual liability coverage applicable to all liability, indemnity

and hold harmless provisions assumed under this Agreement.

(6) Unless included elsewhere, coverage shall include Landing Owner's Legal Liability / Wharfowner's Liability applicable to third-party vessels in Permittee's care, custody, or control.

(7) Unless included elsewhere, coverage shall include Ship Repairer's Legal Liability applicable to the third-party vessels in Permittee's care, custody, or control for the purposes of repair (if applicable).

(8) Coverage shall include voluntary wreck removal provisions for all third-party vessels and all owned/operated vessels (if any). Permittee is responsible for removing any/all vessels that sink during the Term because of Permittee's activities regardless of fault and regardless of cause.

(9) Sudden and accidental pollution coverage applicable to third party bodily injury or property damage.

C. Automobile Liability - Minimum policy limit of USD \$2,000,000.00 combined single limit per occurrence or accident for bodily injury and property damage. Policy shall be applicable to and cover all owned, non-owned, hired and/or rented autos for bodily injury and/or property damage.

D. Hull, Protection & Indemnity and Pollution -The following shall be applicable to all vessels operated by Permittee:

(1) Primary hull insurance subject to not less than the terms and conditions of the Tailor Hull Form (Rev. 70) or its equivalent, including SRCC risks, providing coverage on all owned/operated vessels on an agreed value basis.

(2) Primary protection and indemnity insurance (P&I), including contractual liability, collision/tower's liability, voluntary wreck removal, and pollution buy- back endorsement subject to the terms and conditions of not less than the P&I SP- 23

(Revised 1/56) form of policy or its equivalent with limit of USD \$5,000,000.00 applicable to any one accident or occurrence. Unless provided by the Worker's Compensation coverage required herein, coverage shall further include coverage for Crew/Jones Act.

(3) Pollution insurance subject to an amount not less than USD \$5,000,000.00 or statutory (whichever is greater) and conditions available through the Water Quality Insurance Syndicate or equivalent for OPA, CERCLA and other substances coverage including coverage for all scheduled vessels.

E. Excess Liability Insurance in an amount no less than USD \$10,000,000.00 with coverage with terms and conditions no less broad than the primary.

F. In the event Permittee handles, stores, or transports Hazardous Materials at the Subject Property, Environmental Impairment Liability insurance in the amount of USD \$10,000,000.00 naming Permitter and the City as additional primary, non-contributing insureds.

G. Property damage insurance covering all of Permittee's leasehold improvements, including trade fixtures and personal property from time to time in, on or upon the Subject Property, including any alterations, improvements, additions or changes made by Permittee thereto in an amount not less than one hundred percent (100%) of their full replacement cost from time to time during the Term, providing protection against perils included within the special form of fire and extended coverage insurance policy, including earthquake and flood coverage if and to the extent such coverage is available at commercially reasonable rates, together with insurance against sprinkler leakage or other sprinkler damage, vandalism and malicious mischief. Any policy proceeds from such insurance payable for the physical damage to improvements within the Subject Property, so long as this Permit shall remain in effect, shall be applied first for the repair, reconstruction, restoration or replacement of the improvements damaged or destroyed.

H. [Intentionally deleted]

I. Where allowable by law, Permittee shall obtain from each of its insurers a waiver of subrogation on all required coverage of the Permittee in favor of Permitter and the Port Authority and, with the exception of Workers' Compensation and Hull Coverage, name Permitter and the Port Authority as additional insureds in each insurance policy required of Permittee set forth above. With respect to the property coverage required, Permitter and the Port Authority shall be named as a loss payee as their interest may appear. No "other insurance" provision shall be applicable to Permitter by virtue of having been named an additional insured or loss payee under any policy of insurance and Permittee's insurance shall be primary and non-contributory with respect to Permitter. Permittee shall ensure that any endorsement naming Permitter and the Port Authority as an additional insured shall not exclude from coverage the sole negligence of the additional insureds. Permittee shall be responsible for payment of all deductibles, premiums, and retentions in connection with the insurance required of Permittee hereunder, and for payment for all expenditures incurred under any "sue and labor" provision under any policy. The foregoing insurance policies shall each provide that there shall be no recourse against Permitter for payment of premiums, commissions, club calls, assessments, or advances.

J. All policies referred to above shall: (i) be taken out with insurers licensed to do business in Missouri having an A.M. Best's rating of A-, Class EX, or better, or otherwise approved in advance by Permitter, such approval not to be unreasonably withheld; (ii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Permitter or any mortgagee of Permitter; (iii) [intentionally deleted]; and (iv) provide for thirty (30) days' prior written notice of material changes and ten (10) days' prior written notice shall be provided in the event of cancellation due to the non-payment of premium. Permittee shall provide certificates of insurance and/or copies of all policies and endorsements as reasonably requested by Permitter on or before the Commencement Date and thereafter at times of renewal or changes in coverage or insurer and upon request by Permitter.

K. Permittee and all those claiming by, through or under Permittee shall store their property in, and shall occupy and use the Subject Property and any improvements therein and appurtenances thereto, solely at their own risk, and Permittee and all those claiming by, through or under Permittee hereby release Permitter, to the full extent permitted by law, from any and all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or from business interruption, arising, directly or indirectly, out of, from or on account of such occupancy or use of the Subject Property, or resulting from any present or future condition or state of repair thereof. Permittee shall defend and indemnify Permitter, the Port Authority, and their respective governing members, directors, officers, agents, attorneys, employees, independent contractors, and successors and assigns (collectively, "Indemnified Parties") and save Indemnified Parties harmless from and against any and all claims against Indemnified Parties arising from, but excluding claims arising from or allegedly arising from the conditions of the Subject Property or any improvements therein and appurtenances thereto or ground below the Subject Property prior to the execution of this Permit ("Existing Conditions"), (a) Permittee's or of any of its agents', contractors', employees', invitees' or licensees', subPermittees' or other occupants' use of the Subject Property, the conduct of its business thereon, or from any activity, work or thing done, permitted or suffered by Permittee in or about the Subject Property, (b) the nonperformance of any covenant or agreement on Permittee's part to be performed pursuant to the terms of this Permit, (c) any act or negligence of Permittee or of any of its agents, contractors, employees, invitees or licensees, subPermittees or other occupants, and from and against all costs, fines, judgments, reasonable counsel fees, expenses and liabilities incurred in any such claim or in any action or proceeding brought thereon, (d) Permittee's or of any of its agents', contractors', employees', invitees' or licensees', subPermittees' or other occupants failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Subject Property or its occupancy, (e) any hazardous material activity by

Permittee, its successors or assigns, or at the Subject Property, (f) the operation of any applicable environmental law against Permittee or Subject Property, (g) any environmental assessment, investigation, and environmental remediation expenses, (h) the violation at the Subject Property or by Permittee of any applicable environmental law, or (i) any third party claims or suits filed or asserted.. In case any action or proceeding be brought against Indemnified Parties by reason of any such claim, but excluding a claim related to Existing Conditions, Permittee, upon written notice from Indemnified Parties, covenants to resist or defend at Permittee's expense such action or proceeding by counsel reasonably satisfactory to Permitter and be responsible for all reasonable and necessary costs and expenses incurred by any one or more of the Indemnified Parties in connection with any such claim. The provisions of this Section shall survive the termination of this Permit with respect to any claims or liabilities accruing prior to such termination. Notwithstanding the foregoing, Permittee's indemnification obligations set forth above shall not apply to any claims arising from the Existing Conditions of the Subject Property or the negligence or intentional misconduct of any of the Indemnified Parties.

Permittee shall require all licensees, subPermittees or other occupants of the Subject Property to provide insurance consistent with the terms and conditions set forth above and furnish to Permitter reasonable satisfactory evidence that such insurance is in effect.

14. Event of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Permittee:

A. The failure by Permittee to make any payment of Annual Base Rent or other amounts owed hereunder within five (5) business days after written notice from Permitter that said payment is due and unpaid.

B. The failure by Permittee to maintain the insurance required under this Permit, where such failure shall continue for a period of five (5) business days after written notice hereof from Permitter to Permittee, unless Permittee's insurance shall have lapsed in which event no such

notice shall be required.

C. The failure by Permittee to observe or perform any of the other material covenants, conditions or provisions of this Permit to be observed or performed by Permittee, other than described in Subsections (A) and (B) above, where such failure shall continue for a period of thirty (30) days after written notice hereof from Permitter to Permittee; provided, however, that if the nature of Permittee's default is such that more than thirty (30) days are reasonably required for its cure, then Permittee shall not be deemed to be in default if Permittee commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion (but in no event longer than one hundred eighty (180) days after the default).

D. (i) The making by Permittee of any general assignment, or general arrangement for the benefit of creditors; (ii) filing by or against Permittee of a petition to have Permittee adjudicated a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Permittee, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Permittee's assets located at the Subject Property or of Permittee's interest in this Permit, where possession is not restored to Permittee within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Permittee's assets located at the Subject Property or of Permittee's interest in this Permit, where such seizure is not discharged within sixty (60) days.

E. the event that either (a) Permittee's business fails to operate for any reason for any period in excess of ninety (90) days and Permittee fails to use due diligence to resume its operations, or (b) Permittee's business fails to operate for any reason for any period in excess of one-hundred eighty (180) days regardless of Permittee's due diligence.

15. Remedies. Upon an Event of Default by Permittee, Permitter shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law, with or without further notice or demand:

A. Terminate Permittee's right to possession of the Subject Property by any lawful means, without terminating this Permit, and Permittee shall immediately surrender possession of the Subject Property to Permitter. Upon regaining possession of the Subject Property, Permitter may re-let the same or any part thereof to any person or entity for such rent, for such period (including periods beyond the Term of this Permit), and upon such terms as Permitter, acting in good faith, deems reasonable. In connection with regaining possession of the Subject Property and re-letting the Subject Property (if the same are re-let), Permitter shall be entitled to recover from Permittee the reasonable cost of recovering possession of the Subject Property, the reasonable expenses of re-letting (including necessary renovation, maintenance, repairs and alteration of the Subject Property, and lease commissions), reasonable attorneys' fees, and disbursements ("Permitter's Expenses"). All of Permitter's Expenses shall be charged against the rents collected on any re-letting of the Subject Property, and if the rents collected by Permitter upon any re-letting (after deducting therefrom Permitter's Expenses) are insufficient to pay the full amount of the Annual Base Rent and other amounts due from Permittee hereunder as the same become due, Permittee shall pay Permitter the amount of the deficiency monthly on demand. If the rents collected by Permitter upon any re-letting (after deducting therefrom Permitter's Expenses) exceed the full amount of the Annual Base Rent and other amounts due from Permittee hereunder, all such excess shall be retained by Permitter and Permittee shall have no interest therein, provided, however, that such excess, if any, shall be applied against any other liability of Permittee under this Permit.

B. Maintain Permittee's right to possession in which case this Permit shall continue in effect whether or not Permittee shall have abandoned the Subject Property. In such event Permitter shall be entitled to recover Annual Base Rent and any other amount due from Permittee as it becomes due hereunder.

C. Terminate this Permit, in which event Permittee shall immediately surrender

possession of the Subject Property to Permitter, and Permitter shall have the right to regain possession of the Subject Property by any lawful means should Permittee fail to surrender the same.

D. Permitter shall be required to make commercially reasonable efforts to mitigate Permitter's damages upon the occurrence of an Event of Default.

E. Permitter may, but shall not be obligated to, cure the Event of Default by Permittee at Permittee's expense or deduct from the Security Deposit. If Permitter pays any sum or incurs any expense in curing the Event of Default by Permittee, Permittee shall reimburse Permitter upon demand for the amount of such payment or expense with interest at the rate of ten percent (10%) per annum or the maximum lawful rate that Permitter may charge Permittee under applicable laws, whichever is less, from the date the sum is paid or the expense is incurred until Permitter is reimbursed by Permittee.

F. Pursue any other remedy now or hereafter available to Permitter under the laws or judicial decisions of the State of Missouri.

16. Late Charge. Permittee hereby acknowledges that late payment by Permittee to Permitter of Annual Base Rent and other sums due hereunder will cause Permitter to incur costs not contemplated by this Permit, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed by Permitter. Accordingly, if any installment of Annual Base Rent or any other sum due from Permittee shall not be received by Permitter or Permitter's designee within ten (10) days after such amount shall be due, Permittee shall pay to Permitter a late charge equal to the lesser of (i) five percent (5%) of such overdue amount, or (ii) Two Thousand Dollars (\$2,000.00). The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Permitter will incur by reason of late payment by Permittee. Acceptance of such late charge by Permitter shall in no event constitute a waiver of Permittee's default with respect to such overdue

amount, nor prevent Permitter from exercising any of the other rights and remedies granted hereunder.

17. No Constructive Waiver. No waiver of any forfeiture, by acceptance of rent or otherwise, shall waive any subsequent cause of forfeiture, or breach of any condition of this Permit; nor shall any consent by Permitter to any assignment or subletting of said Subject Property, or any part thereof, be held to waive or release any assignee or sub-Permittee from any of the foregoing conditions or covenants as against him or them; but every such assignee and sub-Permittee shall be expressly subject thereof.

18. Assignment. Any sublease, transfer, sale or assignment of Permittee's rights or interests under this Permit, and/or change in corporate structure of Permittee are not permitted under this Permit without the prior written approval of the Permitter, Board of Public Service of the City of St. Louis, and the Port Authority, such approval not to be unreasonably withheld, conditioned, or delayed.

This Permit may be canceled at the option of the Permitter, in the Permitter's sole discretion, if, at any time during the Term of this Permit, the person or persons who on the date of execution of this Permit owns or own a majority of the Permittee's voting shares of stock, ceases or cease to own a majority of such shares, except if such change in ownership is the result of transfer(s) by inheritance, or the result of a public offering pursuant to the Securities and Exchange Act of 1934, as amended, or the result of merger of the Permittee into or consolidation with another corporation.

This Permit may be canceled at the option of the Permitter, in its sole discretion, if the Permittee sells a majority of or all of the assets of the Permittee without Board of Public Service and Port Commission approval, which approval shall not be unreasonably withheld. If sale, transfer or assignment of Permittee's stock is approved, all parts of this Permit are binding on the purchaser, transferee or assignee. If the approvals described in this Section are obtained with

respect to an action described in this Section, or if no such approvals are required with respect to an action described in this section, all parts of this Permit are binding on any subPermittee, assignee, or new or modified corporate entity.

19. Successors. Whenever the word “Permitter” is used herein it shall be construed to include the heirs, executors, administrators, successors, assigns or legal representatives of Permitter; and the word “Permittee” shall include the heirs, executors, administrators, successors, assigns or legal representatives of Permittee and the words Permitter and Permittee shall include single and plural, individual or corporation, subject always to the restrictions herein contained, as to subletting or assignment of this Permit.

20. Flood Wall. Permittee agrees not to erect any barrier, fence or supporting structures or store any materials on the Floodwall itself or within twenty-five (25) feet of either side of the Floodwall, except for the berm over the Floodwall at the foot of Angelrodt Street as permitted by the Army Corps of Engineers. Notwithstanding any other provision of this Permit, the Permitter and any lawfully designated agent or representative of the Permitter shall retain the right to enter onto any portion of the Subject Property and to alter any portion of the Subject Property as may be reasonably necessary to install, inspect, maintain or repair the floodwall and relief wells whenever the Permitter or its lawfully designated agent or representative deems necessary, in the Permitter’s sole discretion. Permittee shall not alter or modify any portion of the Subject Property that lay within fifty (50) feet of any floodwall or relief well without the express written consent of the President of the Board of Public Service.

21. Permitter’s Access. Permitter has the right, but not the obligation, to inspect the Subject Property at any time to determine whether the Subject Property are in the condition required under this Permit, whether Permittee is complying with its obligations under this Permit, and to evaluate all maintenance and repairs of the entire facility. Permitter and its representatives, contractors, agents and other governmental authorities and entities, may enter upon the Subject

Property at any time for the purpose of exercising any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Permittee's use or possession and without being liable in any manner to Permittee. Permitter assumes no obligation to enter the Subject Property or to make any inspections thereof. Notwithstanding the foregoing, except in the case of an emergency, any entry onto the Subject Property by Permitter shall be conducted during normal business hours after Permitter has given Permittee at least one (1) business days advance notice of such desired entry and shall be conducted in a manner that minimizes interruption to Permittee's business to the extent reasonably practicable.

22. Signage. Permittee shall have the right, at Permittee's sole cost and expense, to place an identification sign on the Subject Property or exterior of any structures on the Subject Property, provided the following conditions are met: (i) Permittee shall obtain any and all necessary governmental approvals associated with said sign; (ii) Permittee shall, at Permittee's sole cost and expense, maintain said sign and remove said sign from the Subject Property before or immediately upon the termination of this Permit and shall, at its sole cost and expense, repair any damage to the Subject Property associated with the installation and removal of said sign; and (iii) Permitter shall approve the design and type of sign, and approve the location and manner of installation of said sign on the Subject Property, which approval shall not be unreasonably withheld, conditioned or delayed.

23. Cargo and Storage. Permittee shall be responsible for all of Permittee's items handled and stored on the Subject Property, including, but not limited to, all customs duties, manifests, billing, demurrage (goods and equipment), accidents, damage to goods, overloading, special cargo needs, and relations with fleeting and other facilities. Permittee shall properly dispose of all of Permittee's spilled cargo, damaged equipment or any other trash and shall not bury such items on the Subject Property. Permittee may not dump trash, spilled cargo, damaged tarps, broken cables or any debris or unwanted materials on the Subject Property. Permittee shall not store

abandoned cargo or material on the Subject Property. Permittee shall handle and dispose of all corrosive cargo or material in accordance with all laws, regulations and permits. The Permittee shall not store any garbage or trash on the Subject Property or mooring area. Further, Permittee shall ensure that Permittee, Permittee's customers, and employees and/or guests of Permittee do not throw trash or any articles or materials of any sort whatsoever into the river or onto any portion of the wharf, mooring area, or Subject Property. Permittee shall be responsible for enforcing this prohibition. Permittee shall also be responsible for ensuring that the Subject Property and the adjoining river are at all times neat and free of Permittee's trash, rubble, and debris.

24. Holdover. In the event Permittee remains in possession of the Subject Property after the expiration of the Term without the consent of Permitter, Permittee shall pay Annual Base Rent during the first thirty (30) days of Permittee's holdover, an amount equal to one hundred fifty percent (150%) of the Annual Base Rent paid during the year of the Term (pro-rated for the period of Permittee's holdover), and if such holdover extends more than thirty (30) days, Permittee shall pay Annual Base Rent for any period in excess of 30 days, an amount equal to two hundred percent (200%) of the Annual Base Rent paid during the year of the Term (pro-rated for the period of Permittee's holdover). Permittee shall also pay the full amount of all other charges payable by Permittee under the Permit during such holdover period.

25. No Personal Liability. No member, official, or employee of the Permitter, City of St. Louis, Port Authority, or Permittee shall be personally liable to the other party or any successor in interest or assign of the other party, in the event of any default or breach by such party, successor or assign of any of the obligations of this Permit.

26. Notices. All notices, demands, consents, approvals, certificates and other communications required by this Permit to be given by either party hereunder shall be in writing and shall be hand delivered or sent by overnight expedited delivery service (such as UPS or FedEx) or sent by United States first class mail, postage prepaid, 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, certificates 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 electronically or by fax machine, such notice shall be deemed given at the time and on the date of electronic or machine transmittal if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice or communication.

A. In the case of Permittee, to:

Walsh Construction Company II, LLC
929 Adams Street
Chicago, Illinois 60607
Attention: Nick Everson, Program Manager
e-mail: neverson@walshgroup.com

With copies to:

Walsh Construction Company II, LLC
258 E Street
Granite City, Illinois 60240
Attention: Daniel Sieve
Email: dsieve@walshgroup.com and rdurecka@walshgroup.com

B. In the case of Permitter, to:

The City of St. Louis Port Authority
1520 Market, Street, Suite 2000
St. Louis, Missouri 63103
Attention: Neal Richardson, Executive Director
Facsimile: (314) 613-7011

With copies to:

City of St. Louis
City Counselor
City Hall
1200 Market Street, Room 314
St. Louis, Missouri 63103
Attention: City Counselor
Facsimile: (314) 622-4956

And

The City of St. Louis Port Authority
1520 Market, Street, Suite 2000
St. Louis, Missouri 63103
Attention: Susan Taylor, Port Director
Facsimile: (314) 613-7011

27. Choice of Laws. This Permit shall be construed and enforced in accordance with the internal laws of the State of Missouri applicable to contracts performed wholly therein without reference to its conflict of laws principles. The parties shall comply with the City Charter and ordinances of the City, including Chapter 21 of the Revised Code of the City, and relevant Mayor's Executive Orders.

28. [Intentionally deleted]

29. [Intentionally deleted]

30. Headings. The headings of the Sections of this Permit are inserted for convenience only and shall not affect the meaning or interpretation of this Permit or any provisions hereof.

31. Representations of Permittee. Permittee hereby represents and warrants to Permitter as of the date hereof:

A. Permittee is a corporation duly created and existing under the laws of the State of Illinois and is authorized to do business in the State of Missouri.

B. Permittee has full power and authority to enter into this Permit and to carry out its obligations under this Permit and, by proper actions of its operating agreement, has been duly authorized to execute and deliver this Permit.

C. This Permit is and, when executed and delivered, will be, the legal, valid and binding obligation of Permittee, enforceable against Permittee in accordance with its terms.

D. There is no litigation or other proceedings pending or threatened against Permittee affecting the right of Permittee to execute or deliver this Permit or the ability of Permittee to comply with its obligations under this Permit.

E. Additionally, Permittee represents that Permittee has not dealt with any real estate

broker, salesperson, or finder in connection with this Permit, and no such broker, salesperson or finder initiated or participated in the negotiation of this Permit on behalf of Permittee or showed the Subject Property to Permittee. Permittee hereby agrees to indemnify, protect, defend and hold Permitter harmless from and against any and all liabilities and claims for commissions and fees arising out of a breach of its foregoing representation.

F. Permittee has carefully and fully inspected and performed its due diligence with respect to the Subject Property, including the physical condition, quality, quantity, state of repair of the Subject Property and all improvements located thereon in all respects, and has reviewed all applicable laws, ordinances, rules and governmental regulations affecting the development, use, occupancy or enjoyment of the Subject Property, and has determined that the same are satisfactory to Permittee for Permittee's use and obligations under this Permit.

32. Severability. Any clause, covenant, paragraph or provision herein if declared fully or partially invalid or unenforceable, the remaining clauses, covenants, paragraphs and provisions shall remain enforceable and valid to the fullest extent allowed by law.

33. Counterparts. This Permit may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

34. Entire Agreement. This is the entire agreement, and no amendment or modification may be made without the express written consent of the parties hereto.

35. Security Deposit.

A. Upon execution of this Permit, Permittee shall provide Permitter with an irrevocable letter of credit, cash or other security or instrument acceptable to Permitter ("Security Deposit") in an amount equal to Ten Thousand Dollars (\$10,000.00). The Security Deposit shall guarantee the faithful performance by Permittee of all of its obligations hereunder and the payment of all rents, additional rent, and other charges and payments due to Permitter. The Security Deposit shall be in such form and with such bank licensed to do business in the State of Missouri as shall be

acceptable to Permitter, within its reasonable discretion. If, in Permitter's opinion, the financial condition of the issuing bank deteriorates in a material or substantial way, Permitter shall have the option to require Permittee to replace the Security Deposit with a new letter of credit or other security or instrument acceptable to Permitter in Permitter's sole but reasonable discretion. If Permittee fails to replace the Security Deposit as required by the preceding sentence within five (5) business days of Permitter's request therefore, Permittee shall be in default hereunder and Permitter may immediately pursue any remedies it has under the Permit, and in addition, Permitter shall have the right under such circumstances to immediately, and without further notice to Permittee, present a draw request under the current Security Deposit for payment in full to Permitter, and Permitter shall hold such funds as security for Permittee's performance hereunder. The Security Deposit is not the sole or exclusive remedy of Permitter and shall not be construed, in and of itself, as adequate assurance of Permittee's future performance.

B. The Security Deposit shall remain in full force and effect throughout the Term of this Permit and shall extend at least one hundred and eighty (180) days following the expiration or early termination of this Permit. The letter of credit or other security or instrument representing the Security Deposit may have an expiration date earlier than the expiration of the Term provided that Permittee substitutes such letter of credit or other security or instrument prior to its expiration with a new letter of credit, security or other instrument meeting the requirements under paragraph A of this Section 34. Permittee shall provide at least sixty (60) days prior notice of the date on which any Security Deposit expires or is subject to cancellation.

C. If Permittee is in default of this Permit, Permitter shall have the right to use the amounts of such Security Deposit to pay Permittee's rents, additional rents, or any other fees, charges, expenses or amounts owed to Permitter by Permittee then due and payable, or to apply the proceeds to any cost or expense or damages incurred by Permitter as a result of Permittee's default, or Event of Default under this Permit. If any such Security Deposit, or portion thereof, is used as

stated in this Subsection, Permittee shall replenish or provide a renewal or replacement Security Deposit up to the full amount set forth in Subsection A within 10 days of being notified to do so by Permitter. Permitter's rights under this Section shall be in addition to all other rights and remedies provided to Permitter hereunder.

36. Municipal Purpose. The Permitter reserves the right to modify, amend, or cancel this Permit in the event any portion of the Subject Property is needed for any municipal purpose, which shall include, but is not limited to, right of way, sewer, flood wall or flood wall construction or repair, any other necessary or reasonable municipal purposes or use, and/or economic development in the Port District as defined by the Permitter in Permitter's sole discretion.

In the event that any portion of the Subject Property or mooring area shall be needed for any municipal purpose as set forth in this section, the Permitter shall have the right to modify, amend, or cancel this Permit upon one (1) year's written notice thereof to Permittee (or, in the case of an emergency, the existence of which shall be determined in Permitter's reasonable discretion, upon no less than fourteen (14) days' notice) and to eliminate from the Subject Property such portion of the Subject Property or mooring area as shall be needed for such purpose, which portion may include all of such Subject Property or mooring area. In such event, it is agreed and understood by Permittee that no claim or action for damages or other compensation shall arise or be allowed by reason of such termination or modification, other than as set forth below.

If this Permit is amended or modified under the provisions of this section, the current rent shall be adjusted in direct proportion to the change made in the Subject Property. Permittee shall have the right to terminate this Permit without penalty by written notice within ninety (90) days after Permitter sends the notice to amend provided in this section if Permittee determines, in Permittee's sole discretion, that the portion of the Subject Property which will remain after the elimination of the portion to be used for municipal purposes is not suitable to the Permittee. Permittee hereby acknowledges and agrees all other provisions of this Permit shall remain in effect

for the duration of the Term for that remaining portion of the Subject Property not used for municipal purposes under this section. Permittee hereby acknowledges and agrees that the Permit shall be deemed terminated with respect to the portion of the Subject Property eliminated pursuant to the notice referenced in this section on the one-year anniversary of the date of the notice referenced above, provided, however, that in the case of an emergency as described above, the Permit shall be deemed terminated on the date specified in the notice.

In the event this Permit is canceled, modified or amended under the provisions of this section, the Permitter shall cause the Permittee to be reimbursed, in accordance with the provisions of this section, for the cost of capital improvements the Permittee has made and paid for on the Subject Property pursuant to the written approval of the Permitter and Board of Public Service including any such approved improvements in place on the commencement date of this Permit and made and paid for by Permittee during any prior lease term, provided, however, that Permitter shall not cause the Permittee to be reimbursed for any capital improvements: (a) the cost of which is or was expressly invoiced to the Permittee's customers via a separate surcharge for such improvements on any such customer's bill; or (b) removable from the Subject Property and reusable at another location. It is agreed and understood that the term capital improvements shall not include wharf boats, vessels or other floating improvements, trestle, mooring piles and such other improvements as mutually agreed to by the Port Authority and Permitter installed by the Permittee. Permittee agrees that the amount of the anticipated profits shall not be a factor in the determination of any reimbursement. Furthermore, Permittee shall not be entitled to any reimbursement for any capital improvements during any period that Permittee remains in possession of the Subject Property in a month-to-month tenancy after the expiration of the Term.

37. Mooring. All vessels must be moored in line parallel to the floodwall to the extent possible and all mooring activities shall be conducted only pursuant to and shall comply in all respects with all applicable permits.

No auxiliary craft shall be moored to any craft or vessel subject to this Permit except for clear and explicit emergency public safety reasons, except as expressly permitted by the Coast Guard and Army Corps of Engineers, and except temporarily for maintenance purposes. Maintenance craft may be moored to another craft or vessel only during the actual time period when maintenance is taking place.

After notice to the Board of Public Service and the Port Commission, after submission to the Board of Public Service and the Port Commission of drawings and specifications signed and sealed by a licensed marine engineer, and after issuance of all applicable permits from all applicable City, state and federal regulatory agencies, Permittee shall have the right to install, or modify the installation or use of, deadmen and mooring cells on the bank adjacent to Permittee's mooring area and Subject Property in accordance with said signed and sealed drawings and specifications and permits. Installations in existence on the date hereof shall be permitted to remain, but any and all modifications or replacement of such installations shall be subject to the requirements of this section.

38. No Gaming. During the term of this Permit and any extension thereof, Permittee shall be prohibited from conducting gaming activities on, within or from the Subject Property or mooring area, or on, within or from any vessel or other facility moored within the Subject Property or mooring area, and Permittee shall be prohibited from taking any action (including, without limitation, application for a gaming license, application for appropriate zoning classification, or any other action of any kind or nature) which is in any way related to any possible use of the mooring, docking or other rights granted to Permittee herein for gaming purposes of any kind, without the prior express written consent of the Permitter and Port Commission.

[Signature Page Follows]

IN WITNESS WHEREOF, the said parties aforesaid have duly executed the foregoing instrument or caused the same to be executed the day and year first above written.

PERMITTER

**The City of St. Louis
Board of Public Service**

President, Board of Public Service

PERMITTEE

**Walsh Construction Company, an Illinois
corporation**

By: _____
Name: _____
Title: _____

EXHIBIT A (1)

SUBJECT PROPERTY-AERIAL AND MOORING RIGHTS

(attached hereto)



- 200' Barge Spots

- Land Requested by Walsh



City of St Louis Land and Barge Locations Requested by Walsh

EXHIBIT A (2)
SQUARE FOOTAGE MATRIX
(attached hereto)

EXHIBIT A-2: AREA MATIRE - Land Area of Parcels
Included in St. Louis - Wash Construction Lease

5/1/2019

Parcel Name	Property Owner	Access Area Leased from City of St. Louis (SF)	*Notes	Cost \$ Per SF	Cost Per Year
3400-30R N Wharf St	City of St. Louis	8,400	Area for Access Road	\$0.1875	\$1,575.00
3524 N Wharf St	City of St. Louis	6,500	Area for Access Road	\$0.1875	\$1,218.75
3700 N Wharf St	City of St. Louis	4,300	Area for Access Road	\$0.1875	\$806.25
2 Bremen Av	TRRA of STL		Owned by TRRA		\$0.00
1 Bremen Av	City of STL Wharf	20,200	Area for Access Road and Trestle/Causeway	\$0.1875	\$3,787.50
3950 N Wharf St	TRRA of STL		Owned by TRRA		\$0.00
6 Angelica St	City of STL Wharf	5,200	Area for Access Road	\$0.1875	\$975.00
1 Angelica St	City of STL Wharf	13,200	Area for Access Road	\$0.1875	\$2,475.00
4220 N Wharf St	City of STL Wharf	17,200	Area for Access Road and Staging/Working Areas	\$0.1875	\$3,225.00
	TOTAL Area for Payment	75,000			\$14,062.50
4224 Wharf St	City of STL Wharf	15,000	Area for Staging/Working Areas (No Cost - Covered by Ordinance 63855)	\$0.00	\$0.00
28 E Grand Blvd	City of St. Louis	12,380	Area for Staging/Working Areas (No Cost - Covered by Ordinance 63855)	\$0.00	\$0.00
	Additional Area in Lease	27,380			
TOTAL Area Leased		102,380	Total SF to be leased = 102,380; total shown excludes 40,000 SF's		\$14,062.50

EXHIBIT B
RESTORATION WORK
(attached hereto)

EXHIBIT B: TERMS OF WALSH CONSTRUCTION COMPANY PERMIT.

Walsh Construction Company (“Permittee”) shall prepare the area relinquished in Parcel 15-1 and 15-2 totaling approximately 1.0 acres located adjacent to the Merchant's Bridge including the following requirements:

1. Permittee shall remove foreign or introduced materials (i.e.: rock fill, soil, debris, trash, construction materials, security fencing, bollards and other bridge construction related debris).
2. Permittee shall remove contaminated soil conditions generated by Permittee’s construction activities and replace with clean topsoil.
3. Permittee shall grade site to allow proper drainage and till soil to a depth of at least 4”-6” per MODOT specification to ensure adequate rooting of reintroduced plant material
4. Permittee shall install access restriction barriers utilizing armor stone, if available, to restrict authorized access only through vehicle restriction barrier preventing illegal dumping.
5. Permittee shall confer the improved aggregate levee road to the City of St. Louis, as requested

Permittee shall provide payment to the Great River Greenway (GRG) for their use in restoring and maintaining the relinquished areas to a natural habitat including the following items:

1. Payment to replace existing trees using native, 3-gallon, containerized trees adapted to river edge habitat per species to be approved by GRG.
 - a. Planting stock to be Root Production Method (RPM) from Forest Keeling Nursery, Elsberry, Missouri or approved equivalent.
 - b. No trees to be planted within 10 feet of the toe of the levee.
 - c. Include 4'x4' weed mat, stakes and tree guards at each tree.
 - d. Contractor and GRG have agreed to replace ten (10) trees at the end of construction.
 - e. Payment: \$150 per tree totaling \$1,500.
2. Payment to replant and establish relinquished area to a native prairie habitat by a qualified experience contractor.
 - a. Permanent cover crop to be a mixture of native tall grass prairie species to be approved by GRG.
 - b. Seed shall be native to Missouri
 - c. Seed mix to be equal parts switchgrass, big bluestem and Virginia rye or alternative mix approved by the GRG.
 - d. Provide a temporary cover or nurse crop of grass (wheat or oats depending upon season of planting) to accompany permanent grass.
 - e. Contractor and GRG have agreed to replant 1.5 acres which represents fifty percent (50%) greater that the anticipated disturbed area.
 - f. Payment: \$1,000. per acre totaling \$1,500.
3. Payment to include mowing, warranty and stewardship for three growing seasons to ensure adequate survival and establishment of native plants in the reclaimed area.

- a. Stewardship includes four site visits per year, three during the growing season. Spring and summer seasons for mowing as needed to reduce competition from weeds and spot spraying for invasive plants. Dormant season mowing to remove past year's growth.
- b. Warranty to include one over-seeding or reseeding if flooding occurs which results in elimination of seeded crop during the three-year period.
- c. Payment: \$1,000 per year totaling \$3,000.