

1988-5
AN ORDINANCE
PROVIDING
RESTRICTIONS AND COVENANTS
FOR
BUSINESS ZONES
ST. LOUIS REGIONAL AIRPORT

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FOR
BUSINESS ZONES
ST. LOUIS REGIONAL AIRPORT
ST. LOUIS REGIONAL AIRPORT AUTHORITY
MADISON COUNTY, ILLINOIS

THIS ORDINANCE, made this 11th day of August, 1988 by the St. Louis Regional Airport Authority of Madison County, a political subdivision of the State of Illinois, hereinafter called Authority, supersedes ORDINANCES 1979-5, "An Ordinance Providing Restrictions and Covenants for Business Zones Civic Memorial Airport, Civic Memorial Airport Authority Madison County, Illinois".

WITNESSETH:

WHEREAS, Authority is the owner of St. Louis Regional Airport, located in the County of Madison, State of Illinois, hereinafter referred to as "Airport", and

WHEREAS, Authority has established a general overall development plan for the development of said Airport, as set forth in the Airport Layout plan, which includes Air Carrier, General Aviation and Business Park facilities, and

WHEREAS, Authority has included in said overall development plan certain parcels of land for the establishment of a desirable Business Park environment for certain manufacturing, business office, commercial, or industrial uses, and

WHEREAS, Authority desires to subject the development of said parcels to certain conditions, restrictions, and covenants in order to insure the development of a desirable environment for said activities, and to insure that said development will be compatible with adjacent land uses on the Airport by performance, appearance, and general characteristics.

NOW, THEREFORE, the St. Louis Regional Airport Authority of Madison County, Illinois, hereby ordains that the property more particularly described hereafter is and shall be held subject to the conditions, restrictions, and covenants hereinafter set forth, each and all of which are for the benefits of each tenant of any portion of said property, and each and all of which shall apply to and bind the respective successors in interest of said property and any portion thereof as follows:

ARTICLE I

PROPERTY

The real property subject to this Ordinance is situated on the St. Louis Regional Airport, and is more particularly described on the attached Property Map as recorded in Madison County, Plat Cabinet 49, page 185, and adjoining areas and is known as St. Louis Regional Airport Authority Business Park.

As future properties are acquired and added as an addenda to this Ordinance, they shall be subjected to all the restrictions and covenants as outlined herein.

ARTICLE II

DEFINITIONS

Whenever used in this Ordinance, the following terms shall have the following meanings:

A. "BUILDING" shall include both the main portion of such building and all projections or extensions therefrom, including, but not limited to, garages, outside platforms and docks, carports, stacks, antennas, canopies, and porches. Ground cover shall not be included.

B. "LOT" shall mean the same as "BUILDING SITE". (see C below).

C. "BUILDING SITE" shall mean a contiguous area leased by one Lessee, or owned in fee by one owner.

D. "STREET" shall mean any street, highway, or other thoroughfare shown on the Plat Map of the Business Park, as filed with the Zoning Department of the Village of Bethalto.

E. "SETBACK" shall mean the distance a building must be set back from the property line of the parcel.

F. "FRONT LOT LINE" shall mean the property line which faces the street; on corner parcels the "front lot line" shall mean the property line which is the width dimension of the parcel.

G. "REAR LOT LINE" shall be the property line usually parallel to the front lot line and contiguous to another parcel of property.

H. "SIDE LOT LINE" shall mean the property line usually perpendicular to the front and rear lot lines and contiguous to another property.

I. "AUTHORITY" shall mean the St. Louis Regional Airport Authority Board of Commissioners or any duly constituted agent/committee, appointed through said Board to fulfill the obligations herein required.

J. "LESSEE" shall mean a tenant under a lease with the Authority.

ARTICLE III

PERMITTED USES

No building, structure, or land shall be used for any purpose other than the following, or any combination thereof, and such uses shall satisfy the standards set forth in Article IV and V herein:

- (1) Administrative, professional, or government offices.
- (2) Scientific or research laboratories, including incidental pilot plants in connection therewith.
- (3) Wholesaling.
- (4) Warehousing.
- (5) Distribution of products and merchandise, including retail sales of consumer goods such as are usually sold to the general public.

(6) Light processing and compounding of materials.

(7) Light fabricating and assembling of products.

(8) Accessory uses directly related to the principal use on the site, including, but not limited to:

a. Facilities for the furnishing of meals and the sale of refreshments and personal convenience items solely to employees of the tenants of an individual site and the guests and management thereof; provided that such facilities shall be located completely within a building on said site, with no external evidence thereof, including any signs relating thereto.

b. Motor pools, including service station facilities used for services of on-premises/motor pools, but not including public sales or service.

c. Business signs shall be permitted for the purpose of identification in accordance with provisions of Article IV, Paragraph H.

d. Outdoor storage facilities may be permitted as an auxiliary or accessory use, when screened from abutting public thoroughfares and other properties by a screen wall of approved material, as outlined by the Airport Authority, so erected as to screen stored materials from view at any point from adjacent properties and/or roadways. However, there shall be no storage of vehicles not bearing current license plates (this does not apply to tenants who are authorized vehicle dealers).

(9) Financial Institutions.

(10) Sale, repair, maintenance and storage of aircraft and associated parts and equipment.

(11) Flight Schools.

(12) Recreational facilities.

(13) Motel and Restaurant facilities

(14) Air Carrier and Charter and General Aviation facilities.

(15) Engineering, reproduction, and art supply firms; and any other use which, in the judgement of the Authority, will contribute to the effective operation of all Airport and Business Park tenants, their employees, and invitees. Such uses shall be governed by all performance, architectural, and building standards as herein set forth, and shall in all ways be compatible with the intent of the plans for development of land uses on the Airport.

ARTICLE IV
PERFORMANCE STANDARDS

No land or structure shall be used or occupied in any manner so as to create any illegal or unreasonably dangerous or unduly injurious, or noxious conditions, which adversely affects any other property, including:

fire and explosive hazard
noise, vibration, or shock
smoke, dust, odor or other forms of air pollution
heat
glare
electrical or other disturbance
liquid or solid refuse or wastes
other substance, condition or element in such amount as to affect the surrounding areas or adjoining premises, as defined below:

A. "FIRE AND EXPLOSIVE HAZARD": No activity shall be undertaken involving unreasonable fire and explosive hazard which shall endanger the property, improvements, or employees of any other property owner or tenant.

B. "NOISE": At no point on any property line shall the sound pressure level of any individual plant or operation (other than the operation of motor vehicles, aircraft, or other transportation facilities) exceed the decibel levels established by applicable Federal, State, or County Regulations, or those applicable to the particular business".

C. "AIR POLLUTION":

1. Lessee or Owner shall comply with all Federal, State, and County Environmental control or limits now or hereafter established whenever applicable.

2. Any use producing unreasonable amounts of smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion or any other atmospheric pollutant, shall be conducted within an enclosed building.

D. "DUST CONTROL" All ground areas not covered by structure shall be landscaped and/or surfaced with concrete, asphaltic concrete, or other comparable dust-free surfacing and shall be maintained in good condition, reasonable wear and tear excepted, free of weeds, dust, trash, and other debris; and shall be properly drained and graded. Such development shall be accomplished before tenant or owner may occupy the improvements of said lot.

E. "ILLUMINATION":

1. The source of illumination of any kind within the property shall not be visible at the property line except for normal installation of standard interior lighting fixtures within buildings and the required outdoor lighting standards applicable to the operation of the business.

2. The maximum height of any outdoor lighting standard shall be limited to twenty (20) feet above curb level.

3. The design and location of exterior lighting shall comply in all respects to the requirements of the Federal Aviation Administration or any successor agencies and other governmental agencies having applicable jurisdiction with respect to height, type and placement of lighting standards as they may affect the safety of flight operations into, from, and around the Airport, to the extent that such governmental regulations conflict with Article IV (H) and (G), then the applicable government regulations shall apply.

F. "SIGNS": All signs must be approved in writing by the Authority before erections. Signs affixed to walls may not exceed 10% of the square feet in the wall to which they are affixed nor may they extend more than 18 inches from the wall. Illumination must be restrained. Free standing signs may not extend above the roof-line of a building or exceed forty (40) square feet in area. "For Sale" or "For Lease" signs may not exceed one hundred (100) square feet.

G. "REFUSE AND TRASH": No refuse or trash shall be kept, stored, or allowed to accumulate on any parcel. All waste materials must be stored in closed containers, screened from view.

H. "SEWAGE DISPOSAL SYSTEM": All sewage disposal shall be to the public sewers of the Village of Bethalto, unless otherwise approved by the Authority. All sewer connections or systems must be in accordance with the requirements of the Village of Bethalto and the Illinois Environmental Protection Agency. Where IEPA permits are required, plans and applications will be prepared by the Authority, (Note: Permits are usually required in cases where a load in excess of a population equivalent of 15 is likely to be placed into the sewer).

I. "NUISANCE CONTROL": No industry, business or firm whose operation produces odors, fumes, smoke, dust, noise, vibration or pollution in amounts which the Authority or the Air Pollution Control Region finds to be objectionable or whose operation is considered to be unduly hazardous by reason of danger of fire or explosion, will be permitted in the Business Park.

J. "MAINTENANCE": All improvements on each site, including, without limitation, all walks, driveways, and the exterior of all structures on each site, shall be maintained in good order, repair and condition, reasonable wear and tear excepted. Owner or lessee shall keep premises mowed, including drainage swales, slopes, easements and area in street right-of-way adjacent to the lot.

ARTICLE V

DEVELOPMENT OF SITE-REQUIRED IMPROVEMENTS

A. "OFFSTREET PARKING": All provisions for automobile parking for employees, visitors, and invitees of the owner or lessee shall be placed on the lot(s) leased or owned. No parking whatsoever shall be permitted on the street or pavement.

All parking areas and drives shall be paved with an impervious surface.

Each parking space shall be designated by lines painted upon the paved surface.

The tenant or owner must provide spaces as follows:

(1) Business and Commercial: 1 space per 250 sq. foot of gross floor area.

(2) Industrial, manufacturing, storage and wholesale: 8 spaces per 10 employees on the largest shift plus 1 space for each motor vehicle based on the property.

(3) All parking areas and drives must be maintained by the tenant or owner.

B. "VEHICLE LOADING": All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on the lot(s) leased; on-street vehicle loading shall not be permitted. Vehicle loading shall be permitted only at the rear of buildings, or on sides which do not face streets; all loading areas must be screened from view and must be capable of accommodating trucks up to sixty (60) feet in length.

C. "SETBACKS": All buildings less than 20,000 sq. ft. shall be set back a minimum of 30 feet from the lot line(s) facing the street; or to the setback line shown on the plat where the area is platted; the area between the lot line(s) and the setback shall be landscaped. If parking is provided in the front, all buildings shall be set back a minimum of 45 feet from the lot line (single loaded parking) and a minimum of 65 feet from the lot line (double loaded parking).

At least 20% of the required minimum front, rear and side setback areas shall be landscaped and planted. For buildings greater than

20,000 sq. ft. the landscape requirements shall be agreed upon between the tenant and the Airport Authority. The agreement will not be unreasonably withheld. Rear and side setbacks shall be 15 feet from the lot line or utility easement for all buildings under 20,000 sq. feet.

Rear and side setbacks shall be 15 feet from the lot line or utility easement line.

D. "LANDSCAPING": All exterior areas not used for storage, parking, access roads and/or loading areas shall be landscaped. A minimum of twelve (12) trees, deciduous or evergreen, are to be installed per every acre of land developed. Of this total, one (1) tree for each thirty (30) feet of street frontage shall be provided at three and one-half (3 1/2) inches or greater in caliper. In addition to the above, a minimum of five (5) two and one-half inch (2 1/2) caliper trees per each two thousand (2,000) square feet of paved vehicular surface are to be installed within fifteen feet (15') of the perimeter of the curb line.

It is suggested that the lessee or owner cluster his planting at key focal points, i.e. entry drive, primary entry areas, etc., in order to emphasize certain features of the overall development plan.

E. "BUILDING HEIGHTS": Building heights shall be controlled by current Federal Aviation Administration height restrictions, as outlined on the Airport Hazard Zoning Map. All roof structures and appurtenances in excess of six (6) inches in diameter or twelve (12) inches in height must be screened from view with materials in harmony with the structure.

F. "TYPE OF CONSTRUCTION": All buildings shall be framed with reinforced concrete or masonry, structural steel, structural aluminum, or wood which has been satisfactorily treated to resist fire, rot, and insects. Structures must have four equally attractive sides. Any deviations from the foregoing, and the design, type and material of all auxiliary buildings, must be approved by the Authority.

All buildings shall conform to all applicable local building codes and ordinances.

G. "STORAGE FACILITIES": All storage shall be within buildings or an enclosure as outlined in Article III, Paragraph 8, (d).

H. "PIPES": No water pipe, gas pipe, sewer pipe or drainage pipe (other than those within structures) shall be installed or maintained upon any parcel above the surface of the ground, except hoses and movable pipes used for irrigation or similar purposes.

I. "FENCES": No fence shall be erected or maintained without approval of the Authority.

J. "UTILITIES" All utilities must be underground. The Authority reserves the right to grant easements for construction, operation and maintenance of all utility lines, which easement shall not unreasonably interfere with Owner's use of the property.

K. "LOT INGRESS AND EGRESS": Each tenant or owner will be allowed one entrance (up to 24 feet wide) and one exit (up to 24 feet wide). Additional exits and entrances require the written approval of the Authority.

L. "DRAINAGE": No tenant or owner may block, fill, obstruct, modify or relocate any drainage swale, ditch or pipe unless prior approval in writing has been granted by the Authority. A plan prepared under the direct supervision of a professional Engineer or Architect licensed to

practice in the State of Illinois, shall be submitted with the request to the Authority for drainage modification. Drainage calculations shall accompany the plan. Construction of the modification shall be done substantially in accordance with the approved plan.

ARTICLE VI

PREPARATION AND SUBMISSION OF PLANS FOR IMPROVEMENTS

A.. "GENERAL": All plans for improvements shall be prepared by registered engineers and architects, shall be of contemporary design, and shall require a prior written approval by the Authority or its authorized agent before any construction can take place.

Upon the execution of a lease or deed for a building site, the Authority and the tenant or owner shall jointly determine a reasonable period of time in which final plans and specifications shall be submitted, such period to be set forth in writing by the Authority.

The following plans shall be required for submission to the Authority within the time period determined:

(1) A plot at a scale not smaller than 1 inch equals 50 feet with proposed and finished elevations and contours at 1 foot intervals, referenced to USGS Datum, showing the relationship of the proposed improvements to the lot(s) demised and to the improvements on adjacent lots, utilities and access thereto, curbs, walks, driveways, parking areas, drainage, etc..

(2) Floor plans at a scale not smaller than 1/16 inch equals one foot.

(3) Ground cover plans, including landscaping.

(4) A true architectural rendering of the proposed buildings, including the proposed exterior color scheme, style, materials, and design and placement of signs.

(5) Drainage calculations, by a Professional Engineer licensed to practice in Illinois, for site, runoff, and a plan providing detention storage on-site if runoff of development will exceed 2.2 CFS per acre (including built-up and paved areas) using a 10 year, 24 hour storm SCS method, Maximum site discharge shall be limited to 2.2 CFS per acre for the 10 year, 24 hour, storm, with the excess to be detained.

(6) Any other plans, specifications, or design features which the Authority or its authorized agent may deem necessary and request.

B. "FORM AND CONTENT OF PLANS": The Authority may promulgate reasonable rules governing the form and content of plans to be submitted for its approval or disapproval of architectural styles, details, or other matters pertaining to the plans.

Such rules and such statements of policy may be amended or revoked by the Authority at any time, and no inclusion in, omission from, or amendment of any such rule shall be deemed to bind the Authority to its approval or disapproval of any matter subject to its approval or to waive the exercise of the Authority's discretion as to any such matter.

C. "CODES AND REGULATIONS": All improvements shall be planned and constructed in accordance with the rules and regulations prescribed by the Authority or its authorized agents, with the laws and ordinances of the Authority; with applicable building codes, and in compliance with the rules and regulations of the Federal Aviation Administration or any successor agencies, where applicable.

The Authority shall file on behalf of the Lessee a Form FAA-117, for the erection of any structure covered by Part 77 of the Federal Aviation Regulations, where required.

D. APPROVAL OF PLANS": Approval of plans and specifications shall be at the sole discretion of the Authority, such approval not to be

arbitrarily or unreasonably withheld. If the Authority or its authorized agent fails to approve or disapprove such plans and specifications within thirty days after submission, thereof, this shall serve as authorized approval of said plans and specifications as submitted.

Approval of said plans and specifications may be withheld because of:

- (1) Failure to comply with any of these restrictions.
- (2) Failure to include such information as may be reasonably requested.
- (3) Reasonable objection to the design and appearance of the proposed structure.
- (4) Failure to conform with existing structures upon other parcels.
- (5) The disapproval of the location, grading or drainage plan, color scheme, finish, design, proportions, style, or architecture, height or appropriateness of the proposed structure; or because of any other matter which, in the judgement of the Authority, would render the proposed structure inharmonious with the general plan for improvement of the Airport.
- (6) Any substantive violations of the Airport Zoning Ordinance.
- (7) Lessees or owners shall comply with all requirements of the Village of Bethalto with regard to inspection of water and sewer lines. As a matter of general information to the lessees or owners, they are to make note of the Industrial Cost Recovery Requirements on any facility installed with Federal Grant Funds of which the Village of Bethalto is a part. This is covered by the Federal Register of August 21, 1973, Volume 38, No. 161. Further, the lessees or owners should be familiar with the Industrial Cost Recovery Ordinance passed by the Village of Bethalto on December 2, 1974, and as the same may be amended from time to time.
- (8) Evidence of noncompliance with other applicable codes or laws.

Approval of any plans or specifications for use on any one parcel shall not be deemed a waiver of the Authority's right, at its discretion, to disapprove the same plans or specifications if such plans or specifications are subsequently submitted for approval for use on any other parcel or parcels.

E. "COMMITMENT TO CONSTRUCT": Upon approval by the Authority of plans for construction of any structure, a copy of the approved plans shall be deposited for permanent record with the Authority; and a copy of such plans, bearing the written approval of the Authority, shall be returned to the owner of the parcel upon which such structure is or will be placed.

Approval of these plans by the Authority shall constitute a commitment on the part of the tenant or owner to erect and maintain the improvements as proposed and approved and within a reasonable time period, such period to be determined jointly by the Authority and the tenant or owner and to be set forth in writing by the Authority.

F. "CONSTRUCTION WITHIN TIME SPECIFIED": Any approved construction shall be prosecuted diligently in accordance with the approved plans and specifications. Owner shall not be liable for any failure or delay in performance resulting from any circumstance beyond the reasonable control of the Owner, including but not limited to, acts of God, flood, fire, labor shortage or strike, inability to obtain materials or such other circumstance the non-occurrence of which was a basic assumption upon which such plans were made or approved.

G. "LANDSCAPING PLANS": Trees, shrubs, fences, hedges or other landscaping shall not be planted, placed, or maintained upon any parcel until a complete plan thereof has been submitted to and approved by the Authority, in a manner similar to that required for architectural plans.

H. "PLANS FOR ALTERATIONS IN IMPROVEMENTS": All plans for alterations to the owned or leased lot(s), either for the construction of additional facilities or alterations to existing buildings, shall be prepared, submitted, and approved as outlined in Paragraphs A through G above, and shall be subject to the same restrictions as herein provided. This paragraph shall apply only to exterior site, drainage, utility or structural changes; alterations to the interior of buildings shall not be considered unless they affect the performance standards set forth in Article IV.

I. "FEE FOR EXAMINATION OF PLANS AND SPECIFICATIONS": The Authority may charge and collect a fee of not more than Three Hundred

Dollars (\$300.00) for the examination of any plans and specifications submitted for approval pursuant to this Article. Such fee shall be payable at the time such plans and specifications are submitted.

The amount of such fee shall not exceed the actual cost to the Authority of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith

K. "RIGHT OF ENTRY AND INSPECTION": Any authorized agent of the Authority may, at any reasonable time during business hours and with reasonable notice, enter upon and inspect any parcel for the purpose of ascertaining whether the maintenance of such parcel and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither the Authority or such authorized agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. In those areas of the premises where entry is restricted to those persons qualified or cleared by any governmental agency or authority, no right of inspection shall be exercised other than by such qualified or cleared personnel.

K-1 "ASSURANCE OF CONSTRUCTION QUALITY CONTROL AND RECORD DRAWINGS:"

If requested prior to construction in writing by the Authority, Owner or Lessee shall implement a program of construction quality control, including independent testing and inspection of materials, soils, concrete, etc.. The Authority shall make such a request when, in its opinion, the nature of the construction proposed is such that value of adjoining property will be affected by lack of construction quality control.

A plan for a quality control program, when requested, shall be submitted for approval to the Authority before construction begins, and all test and inspection reports shall be submitted to the Authority as they become available.

Whether or not a quality control program is required, Lessee or Owner shall submit to the Authority, at completion of construction, record drawings, showing changes from plans made during construction, including finish grades on the site.

L. "NON-LIABILITY": Neither the Authority nor any member thereof shall be responsible to the Lessee or Owner or to any other person, firm or corporation for the structural design or architectural validity of all or any portion of any plans and specifications submitted to the Authority.

M. "SUBDIVISION": No purchaser or lessee may subdivide or sublease a portion of his property in the Business Park without permission from the Authority.

ARTICLE VII

MISCELLANEOUS PROVISIONS

A. "HOUSEKEEPING": If accumulations of weeds, rubbish, or items of equipment or supplies are permitted to remain on a parcel more than ten (10) days after a request in writing from the Authority to have them removed, the Authority's authorized agent may enter upon any parcel for the purpose of removing same by whatever means it deems necessary. Such entry shall not be deemed a trespass. The reasonable, direct cost of such work shall be borne by the Tenant or Owner.

B. "MAINTENANCE OF LANDSCAPING": If landscaped areas are not maintained in accordance with the standards prescribed by the Authority and the condition is not corrected within thirty (30) days after written notice by the Authority, Authority or its authorized agent shall have the right to enter any of the lot(s) leased or owned and plant or re-plant such areas,

without being deemed guilty of trespass. The reasonable, direct cost of such work shall be borne by the Tenant or Owner.

C. "USE PERMITS": Such use and occupancy permits as may be required by the Authority, the Village of Bethalto, or State of Illinois shall be maintained in force at all times by each tenant.

D. "PROVISION FOR VARIANCES": A majority of the Authority may grant variances which permit construction of Improvements on a Site which would otherwise violate the provisions of Article V hereof.

E. "COVENANTS RUN WITH THE LAND": All of the provisions contained in this Declaration shall run with the land and shall be enforceable at law or in equity.

F. "NO WAIVER": Except as otherwise expressly provided herein, the failure or refusal of the Approving Agent or of any Owner or Lessee to enforce any restriction contained herein shall not be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other restriction contained herein.

G. "SEVERABILITY": The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

H. "INTERPRETATION": The provisions of the restrictions set forth in this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the subject property. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce said provisions or any other provision hereof.

I. "RIGHT TO AMENDMENT": The Authority reserves the right to amend this Ordinance by majority vote of its members. However, any such

amendment would not apply to any existing condition, building, structure or other improvements that were legally constructed under the provisions of these Ordinances prior to the subject amendments, and would not conform to the amended Ordinance.

J. "CONSENT": Whenever consent is required it will not be unreasonably withheld.

IN WITNESS WHEREOF, the ST. LOUIS REGIONAL AIRPORT AUTHORITY of Madison County, Illinois, has caused its name to be hereunto subscribed this day of 1988.

ST. LOUIS REGIONAL AIRPORT AUTHORITY
OF MADISON COUNTY, ILLINOIS

BY 
CHAIRMAN
BOARD OF COMMISSIONERS

ATTEST;


SECRETARY