

**LEASING STANDARDS AND REQUIREMENTS**

**AND**

**BUSINESS PARK COVENANTS**


**SECTION I**

**FOREWORD**

St. Louis Downtown Airport is owned and operated by the Bi-State Development Agency of the Missouri-Illinois Metropolitan District.

These Leasing Standards and Requirements have been established in the public interest in order to permit the safe and efficient operation of the Airport on fair and reasonable terms in accordance with the provisions of Title 49 USC Subtitle VII, as amended, Title VI of the Civil Rights Act of 1964, and Part 21 of the Regulations of the Office of the Secretary of Transportation.

Your full cooperation and compliance are most earnestly solicited.

  
Robert L. McDaniel  
Airport Director

## SECTION II – DEFINITIONS

<u>Airport:</u>	All property and improvements within the boundary lines of the St. Louis Downtown Airport.
<u>Owner &amp; Operator of Airport:</u>	Bi-State Development Agency of the Missouri-Illinois Metropolitan District.
<u>Airport Director:</u>	That representative of the Bi-State Development Agency who is responsible for general supervision of the operation and development of the Airport.
<u>Aircraft:</u>	Any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air.
<u>Operation of Aircraft or Aircraft Operation:</u>	Any use or movement of aircraft.
<u>Person:</u>	Any individual, firm, co-partnership corporation, company, association, group, or duly authorized representative thereof.
<u>Aviation Operator:</u>	Any person or organization engaged in business of an aviation nature under authority of a lease or permit from the Bi-State Development Agency.
<u>Fixed Base Operator:</u>	Those aviation operators who furnish and engage in a full range of aeronautical services and activities for the public, including sale of aviation fuel and lubricants, line service, sale of aircraft, parts and supplies, maintenance and repair of airframes and engines, aircraft charter and rental.
<u>Commercial Activity:</u>	Any activity conducted with sole or chief emphasis on profit.

SECTION II – DEFINITIONS (Cont'd.)

Aeronautical Activity:

Any commercial activity which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

Tower:

The air traffic control facility located on the Airport and operated by the Federal Aviation Administration (FAA).

### SECTION III – GENERAL INFORMATION

St. Louis Downtown Airport:

1680 Sauget Industrial Parkway  
Sauget, IL 62206-1449

Change one,  
8/1/02

Location:

St. Louis Sectional:  
38° 34 Minutes N. = Latitude  
90° 09 Minutes W.=Longitude

15.1 nautical miles from Troy VOR  
on the 224 degree radial.

3.5 miles southeast of Downtown  
St. Louis in the Villages of Cahokia  
and Sauget, Illinois.

Elevation:

413 Feet MSL

Airport Office Telephone:

Area Code 618  
337-6060 and 337-6061  
Fax Number: 618-337-1597

Radio Aids to Navigation:

Troy (L) VORTAC, TOY 116.0,  
Channel 107, 044 degrees,  
15.1 NM from field.  
ACORE LOM CP 350 KHz,  
121 degrees, 4,8 NM from field.  
ILS I-CPS 109.1 Runway 30

Radio Communications:

Downtown Tower 120.9 MHz.  
Downtown Ground 121.8 MHz.  
Unicom 122.95 MHz.  
ATIS 127.85 MHz.

Radar Advisory:

Available on Frequency ---  
123.7 MHz.  
(St. Louis Approach Control)

Fuel:

100LL and Jet "A"

Runways:

Runway 12R–30L 7000' Bituminous  
Runway 12L-30R 3800' Concrete  
Runway 4-22 2800' Bituminous

SECTION III – GENERAL INFORMATION (Cont'd.)

<u>Landing Patterns:</u>	Left traffic, or as directed by tower, 800' AGL (1500' AGL for twin and turbine). Right traffic for runways 12R and during hours tower is not open.
<u>Landing Fees:</u>	None
<u>Ground Transportation:</u>	Taxicab and Auto Rentals (please call on Unicom)
<u>Repairs:</u>	Major – Minor (Airframe and Engine)
<u>Lights:</u>	Runways and Taxiways, Beacon and Wind-Tee (Hours of darkness)
<u>Weather and NOTAMS:</u>	St. Louis FSS, telephone: 1-800-WX-BRIEF. ASOS weather observation (618) 332-0001
<u>Storage:</u>	Heated hangars, T-hangars and tiedowns.
<u>Services:</u>	Aircraft Sales and Service, Flight Instruction; Air Charter; Restrooms; Restaurant; Snack Bar; Business Conference Room; Pilot Lounge; Rental Cars.
<u>Hours Attended:</u>	Continuous Tower 6:30 a.m. to 10:00 p.m.

#### **SECTION IV – COMMERCIAL ACTIVITY**

- A. Any commercial activity that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations shall be known as an aeronautical activity.
- B. Any aircraft operating under one or more of the categories below is to be considered a commercial aircraft and must comply with the rules established for a commercial activity:
  - 1. Carrying passengers for hire.
  - 2. Available for rental, hire or charter.
  - 3. Student instruction and its kindred operations.
  - 4. Any commercial purpose not above mentioned.
- C. No person shall engage in any business or commercial activity of any nature whatsoever on the Airport without the prior written approval of and under such terms and conditions as may be prescribed in writing in a Lease Agreement with the Bi-State Development Agency.
- D. Lease Agreements for aeronautical activities will not grant any power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right.
- E. No person shall post, distribute, or display signs, advertisements, circulars, printed or written matter at the Airport without the written permission of the Airport Director.
- F. The soliciting of fares, alms or funds for any purpose on the Airport without the permission of the Airport Director is prohibited.

## **SECTION V – FLYING CLUBS**

- A. All flying clubs desiring to base their aircraft and operate on the Airport must comply with the applicable provisions of these Standards and Requirements. However, they shall be exempt from regular Commercial Activity requirements upon satisfactory fulfillment of the conditions contained herein.
  
- B. Each club must be a non-profit corporation or partnership. Each member must be a bonafide owner of the aircraft or a stockholder in the corporation. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual use of operation, maintenance, and replacement of its aircraft. The club will file and keep current with the Airport Director a complete list of the club's membership and investment share held by each member. At any time the Airport Director has reason to believe a club aircraft is being so operated that it falls under the "commercial" classification, he shall so notify the club and if they fail to remedy these conditions, they shall be reclassified and must comply with the requirements for any other Commercial Activity.
  
- C. The club's aircraft will not be used by other than bonafide members for rental and by no one for commercial operations. Student instruction can be given in club aircraft to club members provided such instruction is given by a lessee based on the Airport who provides flight training or by an instructor who shall not receive remuneration in any manner for such service.
  
- D. In the event that the club fails to comply with these conditions, the Airport Director will notify the club in writing of such violations. If the club fails to correct the violations within fifteen (15) days thereafter, the Airport Director may recommend to the Bi-State Development Agency any action deemed advisable, including cancellation of lease.
  
- E. The flying club must furnish satisfactory evidence of insurance indicating Single Limit Aircraft and Comprehensive Airport or Premises Liability Coverage of \$1,000,000 for Bodily Injury and Property Damage.

## SECTION VI – LEASING INFORMATION

### A. General

1. Any person offering any services or combination thereof on the Airport shall do so under written Lease Agreement with the Bi-State Development Agency. In accordance with stipulations contained in the Grants of Federal funds from the Federal Aviation Administration, all leases will contain the following clauses:
  - a. Lessee agrees to operate the premises leased for the use and benefit of the public.
    - (a) To furnish good, prompt and efficient services adequate to meet all the demands for its service at the Airport.
    - (b) To furnish said service on a fair, equal and non-discriminatory basis to all users thereof, and
    - (c) To charge fair, reasonable, and non-discriminatory prices for each unit of sale or service, provided that the Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
  - b. The Lessee, his agents and employees will not discriminate against any person or class of persons by reason of race, color, creed or national origin in providing any services or in the use of any of its facilities provided for the public, in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation which implements Title VI of the Civil Rights Act of 1964. The Lessee further agrees to comply with such enforcement procedures as the United States might demand that the Lessor take in order to comply with the Sponsor's Grant Assurances.
  - c. It is clearly understood by the Lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance, repair, and fueling) that it may choose to perform.
  - d. It is to be specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Title 49 USC Subtitle VII, as amended.
  - e. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.
  - f. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities



SECTION VI – LEASING INFORMATION (Cont’d.)

of the Airport, together with the right to direct and control all activities of Lessee in this regard.

- g. During the time of war or national emergency Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
  - h. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
  - i. Any executed lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.
2. All Lessees shall furnish satisfactory evidence of the following insurance coverage and conditions:
- a. Single Limit Airport Premises Liability of \$1,000,000 for Bodily Injury and Property Damage.
  - b. Where applicable, Hangarkeeper’s Liability, Products Liability and Aircraft Liability in an appropriate amount.
  - c. Workmen’s Compensation insurance as required by the State of Illinois.
  - d. Policies shall also name the Bi-State Development Agency as a named insured and shall contain a clause which shall provide that in the event Lessee’s insurance coverage, or any part thereof, should be canceled or materially changed, Bi-State shall receive at least fifteen (15) days prior written notice of such change.
3. All lease agreements shall be for a minimum of one (1) year and a maximum of five (5) years except that longer periods will be authorized when new construction is to be amortized.
4. The Bi-State Development Agency will not accept or take action on a request to lease building space or land area or in any way permit the installation of a commercial activity until after the candidate Lessee, in writing, submits a

SECTION VI – LEASING INFORMATION (Cont’d.)

proposal which sets forth the scope of operation proposed, including the following:

- a. The amount of land the Lessee desires to lease.
  - b. The building space to be constructed or leased.
  - c. The services to be offered.
  - d. The hours of proposed operation
  - e. The number of persons to be employed.
  - f. The number of aircraft to be based at the Airport.
  - g. Certificate of Insurance or other satisfactory evidence indicating the ability to obtain coverages as required.
  - h. Evidence of his financial capability to perform and provide the above services and facilities for a minimum of one (1) year. The Bi-State Development Agency shall be the sole judge of what constitutes adequate financial capacity.
5. Building space requirements may be provided in one building, attached buildings or in separate buildings.
  6. All Lessee personnel required to hold Federal Aviation Administration certificates and ratings shall maintain such certificates and ratings.
  7. All Lessees are responsible for strict compliance with all State and Federal laws pertaining to employees, including but not limited to Social Security, Unemployment Compensation and Wages and Hours.
  8. All Lessees are included in the Airport’s National Pollutant Discharge Elimination System (NPDES) Permit for discharges of industrial storm water, and are accountable for compliance with the conditions of the Permit.

**B. Basic Requirements**

1. Aircraft Sales
  - a. Land: The leasehold shall contain a minimum area of 15,000 square feet to provide space for required buildings, display and storage of aircraft and private automobile parking.
  - b. Buildings: Lease or construct a minimum of 5,000 square feet of properly lighted and heated space for display of aircraft, office and public lounge facilities and public use telephone. Indoor restrooms will be provided unless reasonably available from existing facilities.

SECTION VI – LEASING INFORMATION (Cont'd.)

- c. Personnel: One person having a current commercial pilot certificate with ratings appropriate for the types of aircraft to be demonstrated. Provide for office to be attended during the operating hours.
  - d. Dealerships: New aircraft dealers shall hold an authorized factory or subdealership. All aircraft dealers shall hold a dealership license or permit.
  - e. Aircraft: A dealer of new aircraft shall have available or on call two current model demonstrators.
  - f. Services: Provide for adequate servicing of aircraft and accessories during warranty periods (new aircraft).
  - g. Hours of Operation: Operating hours shall be from 8:00 a.m. to 5:00 p.m. a minimum of five (5) days a week.
2. Airframe and/or Power Plant Repair Facilities: Any Lessee desiring to operate an airframe and/or power plant repair service must obtain a Repair Station Certificate from the Federal Aviation Administration and must provide as a minimum the following:
- a. Land: The leasehold shall contain a minimum area of 15,000 square feet to provide space for building, private automobile parking, and storage or parking of aircraft.
  - b. Buildings: Lease or construct a building sufficient to provide a minimum of 2,000 square feet of shop space meeting local and state industrial code requirements plus adequate office space and indoor restrooms. Provide public use telephone.
  - c. Personnel: One person currently certified by Federal Aviation Administration with ratings appropriate for work being performed who may hold an airframe and/or power plant ratings.
  - d. Hours of Operation: The minimum operating hours shall be from 8:00 a.m. to 5:00 p.m. five (5) days a week.
  - e. Equipment: Sufficient equipment, supplies and availability of parts to perform maintenance in accordance with manufacturers' recommendations or equivalent.
3. Aircraft Rental: Any Lessee desiring to engage in the rental of aircraft to the public must provide as a minimum the following:

SECTION VI – LEASING INFORMATION (Cont'd.)

- a. Land: The leasehold shall contain a minimum area of 15,000 square feet to provide space for building, private automobile parking, and storage or parking of aircraft.
  - b. Buildings: Lease or construct a building which will provide a minimum of 800 square feet of properly heated and lighted office space, including adequate space for the public, including restrooms, and public use telephone.
  - c. Personnel: One person having a current commercial pilot certificate with appropriate ratings.
  - d. Aircraft: Two airworthy aircraft owned or leased in writing to the Lessee.
  - e. Hours of Operation: The minimum operating hours will be from 8:00 a.m. to 5:00 p.m. six (6) days a week.
4. Flight Training: Any Lessee desiring to engage in pilot flight instruction shall provide as a minimum the following:
- a. Land: The leasehold shall contain a minimum area of 15,000 square feet of land to provide space for building, private automobile parking, and storage or parking of aircraft.
  - b. Buildings: Lease or construct a building having a minimum of 800 square feet of properly lighted and heated floor space to provide classroom, briefing room, pilots lounge, office space and indoor restrooms, and public use telephone.
  - c. Personnel: One full-time employee properly certificated by Federal Aviation Administration as flight instructor to cover the type of training offered.
  - d. Aircraft: The Lessee shall own or have leased to him/her in writing two properly certificated aircraft equipped for flight instruction.
  - e. Hours of Operation: The hours of operation shall be eight (8) hours a day, six (6) days a week.
5. Aircraft Fuel and Lubricant Dispensing: Lessees desiring to dispense aviation fuels and lubricants, as well as other related services, such as tiedown and parking, must provide full fueling services to the general public. The following minimum facilities and services will be provided:
- a. Land: The leasehold shall contain a minimum area of 45,000 square feet to provide for building, private automobile parking, dispensing equipment and storage or parking areas equipped with ten (10) tiedowns. For helicopter-only operations, the minimum area is 30,000 square feet.

## SECTION VI – LEASING INFORMATION (Cont'd.)

- b. Buildings: Construct or lease a building providing a minimum of 5,000 square feet of properly lighted and heated floor space for office, restrooms, public lounge and public use telephone and 10,000 square feet of hangar space for indoor storage of aircraft. A minimum of 6,000 square feet total building space is required for helicopter-only operation.
- c. Personnel: One properly trained person shall be on duty during Federal Aviation Administration (FAA) Control Tower operating hours for fuel dispensing. The office shall be attended at all times during required operating hours.
- d. Aircraft Service Equipment: Emergency starting equipment and adequate fire extinguishers shall be provided.
- e. Services: Fuel, park and tiedown aircraft. Wash aircraft, inflate tires, change aircraft engine oil, provide transportation for aircraft occupants from parking ramp to office, provide minor repairs and services not requiring certificated mechanic rating. Helicopters-only operations are not permitted to service fixed-wing aircraft.
- f. Dispensing Requirements
  - (1) All aircraft fuel and lubricants sold retail at St. Louis Downtown Airport will be dispensed by Fixed Base Operators under specific agreement authorizing the operation. The agreement, lease, or contract, will specify basic land, building and personnel requirements, hours of operation, equipment to be used, services to be provided, flowage fee, and markup authorized. Servicing, dispensing, or sale of aircraft fuel and lubricants without written approval of the Bi-State Development Agency is prohibited. Failure to obtain this written approval prior to any operations is basis for cancellation of any existing lease agreement.
  - (2) A minimum of two grades of fuel, 100LL and Jet A, or one grade for helicopter-only operations, is required. Each grade of fuel will be stored in environmentally acceptable facilities. The minimum storage capacity for each grade is 10,000 gallons (20,000 gallons total). Mobile dispensing trucks shall have a 300 gallon minimum capacity for each grade of fuel. All fuel handling equipment and storage facilities will be required to meet the specifications set forth by the Federal Aviation Administration, Illinois Department of Aeronautics, the Illinois Environmental Protection Agency and the Illinois State Fire Marshal. Under no circumstances will fueling of aircraft from drums be permitted.

## SECTION VI – LEASING INFORMATION (Cont’d.)

- (3) In addition to the general insurance requirements of the tenants lease, special coverages of Products and Motor Vehicle Liability and Property Damage will be required.
- (4) The lessee must notify the Airport of each fuel supplier and proof of purchase or an invoice must be submitted directly to the Airport by each fuel supplier. Proof of purchase submitted by the Lessee will not be accepted as the sole source of information on fuel purchases.
- (5) A flowage fee will be charged on all fuel and lubricants purchased and/or consumed on St. Louis Downtown Airport. The flowage fee will be established through agreement, lease or contract and is subject to review each fiscal year.

### 6. Radio, Instrument, or Propeller Repair Service

Lessees desiring to provide a radio, instrument, or propeller repair service must hold a Federal Aviation Administration Repair Station Certificate and ratings for same and provide as a minimum the following:

- a. Land: The leasehold shall contain a minimum area of 15,000 square feet of land to provide space for building, private automobile parking, and storage or parking of aircraft.
- b. Buildings: Construct or lease a building sufficient to provide a minimum of 2,000 square feet of properly lighted and heated space to house office and minimum shop and hangar space as required for Federal Aviation Administration repair shop certification. Provide a public use telephone.
- c. Personnel: One Federal Aviation Administration certificated repairman qualified in accordance with the terms of the Repair Station Certificate.
- d. Hours of Operation: The hours of operations shall be from 8:00 a.m. to 5:00 p.m., five (5) days a week.

### 7. Air Taxi Service

Lessees desiring to engage in air taxi service must hold a Federal Aviation Administration Taxi-Commercial Operator Certificate with ratings appropriate to the functions to be accomplished and they shall provide as a minimum the following:

- a. Land: The leasehold shall contain a minimum of 15,000 square feet of land to provide for space for building, private automobile parking and storage or parking of aircraft.

SECTION VI – LEASING INFORMATION (Cont'd.)

- b. Buildings: Lease or construct a building providing a minimum of 500 square feet of properly heated and lighted space for office and customer lounge, public use telephone and restrooms.
- c. Personnel: One Federal Aviation Administration certificated commercial pilot who is appropriately rated to conduct air taxi service offered.
- d. Aircraft: Two four-place aircraft meeting all the requirements of the Air Taxi Commercial Operator Certificate held. NOTE: Aircraft shall be owned or leased by agreement in writing and meet all the relevant requirements of Part 135 of the Federal Aviation Administration Regulations.
- e. Hours of Operation: The hours of operation shall be from 8:00 a.m. to 5:00 p.m. six (6) days a week.

8. Multiple Services

Lessees desiring to engage in two or more commercial aeronautical activities must provide as a minimum the following:

- a. Land: The leasehold for multiple activities shall contain a minimum of 15,000 square feet of land to provide space for specific use area requirements established for the service to be offered. Specific use spaces need not be additive where combination use can be reasonably and feasibly established.
- b. Buildings: Lease or construct a building containing a minimum of 2,000 square feet to provide properly lighted and heated space for office, public lounge, pilot briefing room and restrooms. Repair stations must provide minimum shop and hangar space as required by Federal Aviation Administration repair shop certification.
- c. Personnel: Multiple responsibilities may be assigned to personnel to meet personnel requirements for all activities.
- d. Aircraft: All requirements for aircraft for the specific activities to be engaged in must be provided, however, multiple uses can be made of all aircraft. In order to meet these requirements, however, a minimum of five (5) aircraft must be owned or under the direct control of the Lessee and based on the Lessee's leasehold.
- e. Equipment: All equipment specifically required for each activity must be provided.
- f. Services: All services specifically required for each activity must be provided during the hours of operation.

SECTION VI – LEASING INFORMATION (Cont'd.)

- g. Hours of Operation: The Lessee will adhere to the operating schedule as required for each activity.

9. HELICOPTER-ONLY OPERATIONS

Lessees desiring to operate a Helicopter-only Fixed Base Operation shall comply with minimum standards as set forth above the aircraft sales, airframe and/or power plant repair facilities, aircraft rental and charter, flight training and air taxi service, if their operations are limited to any or all of the foregoing services. Lessees wishing to dispense aviation fuels and lubricants, as well as other related services, such as tiedown and parking, must provide fueling services to the general public. The following minimum facilities and services will be provided.

- a. Land: The leasehold shall contain a minimum area of 30,000 square feet to provide for building, private automobile parking, dispensing equipment and storage or parking areas.
- b. Buildings: Construct or lease a building providing a minimum of 6,000 square feet of properly lighted and heated floor space for office, restrooms, public lounge, public use telephone and hangar space for indoor storage of helicopters.
- c. Personnel: One properly trained person shall be on duty during Federal Aviation Administration (FAA) Control Tower operating hours for fuel dispensing.
- d. Hours of operation: The office shall be attended at all times during required operating hours.
- e. Aircraft Service Equipment: Emergency starting equipment and adequate fire extinguishers shall be provided.
- f. Services: Fuel and park Helicopters. Wash Helicopters, change engine oil, provide transportation for occupants from parking ramp to office, provide minor repairs and services not requiring certified mechanic rating.
- g. Dispensing Requirements
  - (1) All aircraft fuel and lubricants sold retail at St. Louis Downtown Airport will be dispensed by Fixed Base Operators under specific agreement authorizing the operation. The agreement, lease, or contract, will specify basic land, building and personnel requirements, hours of operation, equipment to be used, services to be provided, flowage fee, and markup authorized. Servicing, dispensing, or sale of aircraft fuel and lubricants without written approval of the Bi-State Development Agency is prohibited.



SECTION VI – LEASING INFORMATION (Cont'd.)

Failure to obtain this written approval prior to any operations is basis for cancellation of any existing lease agreement.

- (2) A minimum of one grade of fuel, 100LL or Jet A, is required. Each grade of fuel will be stored in environmentally acceptable facilities. The minimum storage capacity for each grade is 10,000 gallons. Mobile dispensing trucks shall have a 300 gallon minimum capacity for each grade of fuel. All fuel handling equipment and storage facilities will be required to meet the specifications as set forth by the Federal Aviation Administration, Illinois Department of Aeronautics, the Illinois Environmental Protection Agency and the Illinois State Fire Marshal.
- (3) In addition to the general insurance requirements of the tenants lease, special coverages of Products and Motor Vehicle Liability and Property Damage will be required.
- (4) The Lessee must notify the Airport of each fuel supplier and proof of purchase or an invoice must be submitted directly to the Airport by each fuel supplier. Proof of purchase submitted by the Lessee will not be accepted as the sole source of information on fuel purchases.
- (5) A flowage fee will be charged on all fuel and lubricants purchased and/or consumed on St. Louis Downtown Airport. The flowage fee will be established through agreement, lease or contract and is subject to review each fiscal year.

## SECTION VII – COVENANTS

### ST. LOUIS DOWNTOWN BUSINESS PARK

- A. Property and Persons Affected. The real property which is the subject of these restrictions is located in the St. Louis Downtown Business Park in St. Clair County, Illinois. All persons and corporations who now own or shall hereinafter acquire any interest in the aforementioned property shall be taken to hold and agree and covenant with the Bi-State Development Agency, and with its successors and assigns to conform to and observe the following covenants, conditions and restrictions, as to use of the property and the construction of improvements thereon.
- B. Primary Intended Use. All sites in the St. Louis Downtown Business Park shall be used for service industries, light industrial, manufacturing, warehousing, or distribution, or the wholesaling and retailing of merchandise.
- C. Prohibited Uses. No land or building shall be used or occupied which does not conform to the performance standards of Section 4. In addition, the following uses are specifically prohibited:
1. Residential Construction
  2. Commercial Incineration
  3. Junk Yards
  4. Rubbish, Garbage or Trash Dumps
  5. Abattoirs
  6. Stockyards
  7. Sawmills
  8. Contractors' Storage Yards
  9. Fuel Storage Yards
  10. Outside Storage Unless in Conformance with Section 4 (e)
  11. Drive-in Restaurants
  12. Automobile Service Stations
  13. Water Retention Areas (with a permanent water level)
- D. Required Conditions. Any building or uses permitted in the St. Louis Downtown Business Park shall comply with the following conditions:
1. Setbacks. No building shall be located within 25 feet of a public street nor within 25 feet of any property line.
  2. Accessory Buildings. Accessory buildings shall be located at least 25 feet from a principal building.

## SECTION VII – COVENANTS (Cont'd.)

3. Minimum Lot Width. Each lot shall have a minimum lot width of 200 feet measured along the required front street setback line.
4. Maximum Building Coverage. The total floor area of all buildings shall not exceed one-half of the total lot area.
5. Storage. All materials and equipment shall be stored in completely enclosed buildings or shall otherwise be screened by such walls, fences and landscaping as may be determined by the Bi-State Development Agency to be adequate to appropriately screen such materials and equipment from areas outside of the lot boundaries.
6. Landscaping. Lessee shall landscape that portion of his/her property between buildings or buildings and the curb line of abutting streets and shall remove undergrowth, weeds, debris and any other unsightly materials from the remainder of the property at his/her own expense. Each lessee in the St. Louis Downtown Business Park shall maintain his/her landscaping in a safe, clean and attractive condition. Should Bi-State Development Agency find any lessee negligent in this regard, it may give notice of the fact to the offending party. Within ten (10) days of the receipt thereof, said party shall initiate corrective measures. Effective disregard of notice shall give Bi-State Development Agency a right to enter the offending premises and undertake necessary maintenance at the expense of the lessee thereof. Failure to reimburse Bi-State Development Agency for these services within (30) days after billing shall create a lien against the property in question.
7. Height Restrictions: Except as provided by specific variance granted by Bi-State Development Agency, the height of any building or structure shall not exceed the height or building restrictions established for the Airport.
8. Off-Street Parking.
  - a. No parking or loading shall be permitted on any street or road, either public or private, or at any other place than the paved parking or loading areas provided in accordance with the following, and each owner shall be responsible for compliance by its employees and visitors.
  - b. Location. Off-street parking areas shall be located at least 15 feet from a public street and at least 5 feet from a building or property line. No more than 50 percent of the required front yard may be used for parking.
  - c. Paving. All driveways and parking areas shall be constructed with a hard surface pavement and shall include adequate drainage facilities to dispose of all storm water.

SECTION VII – COVENANTS (Cont’d.)

- d. Off-street parking areas shall be used for the parking of passenger vehicles incident to the business conducted on the property. No commercial repair work or any services of any kind shall be conducted on such parking areas.
  - e. Lighting. Area lighting shall be arranged so that the direct source of lighting is away from adjacent streets and residential districts.
9. Loading and Unloading. For each business or industry at least one loading and unloading space shall be provided. With the exception of those transportation oriented activities, loading and unloading space shall be located in other than the front yard. In those situations where loading is permitted in the front yard, appropriate landscaping screens will be developed. Such plans must be approved by the Bi-State Development Agency.
10. Construction and Appearance.
- a. All buildings constructed in the St. Louis Downtown Business Park shall conform to the standards specified in currently applicable city building code(s) and to the health and zoning regulations of all such public agencies as may have jurisdiction.
  - b. All buildings in the St. Louis Downtown Business Park shall be constructed of materials presenting an appearance which will establish and maintain a high level of aesthetic quality in the visual environment.
    - (1) Suitable materials include masonry; concrete; preassembled and site assembled masonry and concrete systems; composite metal panel systems; plaster, stucco and similar finish materials; heavy timber construction; and other materials deemed suitable by the Bi-State Development Agency.
    - (2) All buildings shall be subject to review and approval by the Bi-State Development Agency for compatibility of the design, scale, color, and texture of materials with other buildings in the park.
11. Utility Easements. All utility easements as dedicated on the face of the plat shall be kept free of all structures and the removal of any obstruction by a utility company shall in no way obligate the utility company in damages or to restore the obstruction to its original form.
- E. Performance Standards. All of the following minimum standards must be complied with:
- 1. Fire and Explosion Hazards. All of the following minimum standards must be carried on only in structures which conform to the standards of the National Board

SECTION VII – COVENANTS (Cont’d.)

of Fire Underwriters concerning the plant operations and storage of explosive raw materials, fuels, liquids, and finished products.

2. Radioactivity. All activities located within this zone shall comply with Title 10, Chapter 1, Part 20, Code of Federal Regulations, “Standards for Protection Against Radiation.”
3. Smoke, Fumes, Gases, Dust, Odors. Any condition or operation which results in the creation of smoke, fumes, gases, dust or odors of such character or intensity as to be detrimental to the health, welfare, or comfort of the public or poses a hazard to an operation shall be removed, stopped, or so modified as to remove and preclude recurrence of such smoke, fumes, gases, dust, or odors.
4. Vibration. No vibration shall be produced which is transmitted through the ground and which is discernible without the aid of instruments at or at any point beyond the lot line.
5. Noise. There shall be no operational industrial noise measured from any point on the property line of the lot on which the industrial operation is located which shall exceed the values given in the following table in any octave band of frequency. The sound pressure level shall be measured with a Sound Level Analyzer that conforms to specifications published by the “American Standard Sound Level Meters for Measurements of Noise and Other Sounds” Z24.3-1944, American Standards Association, Inc., New York, New York, and “American Standard Specifications for and Octave Band Filter Set for the Analysis of Noise and Other Sounds” Z24-10-1953, American Standards Association, Inc., New York, New York. Where the noise source is characterized by one of the conditions specified in Table B, the correction factors specified in that table shall be applied to the levels in Table A.

Table A

<b>Frequency Bank In Cycles Per Second</b>	<b>Maximum Permitted Sound Pressure Level Decibels</b>
0 - 75	65
75 - 150	50
150 - 300	44
300 - 600	38
600 - 1200	35
1200 - 2400	32
2400 - 4800	29
Above 4800	26

SECTION VII – COVENANTS (Cont'd.)

Table B

<u>Type of Operation or Character of Noise</u>	<u>Correct in Decibels</u>
Noise source operates less than 20% of any 1-hour period	Plus 5*
Daytime operation only (7:00 a.m. to 9:00 p.m.)	Plus 5*
Noise source operates less than 10% of any 1-hour period	Plus 15*
Noise of impulsive character (hammering, etc.)	Minus 5
Noise of period character (hum, speech, etc.)	Minus 5
*Apply one of these corrections only.	

The following uses and activities shall be exempt from the noise level regulations specified above:

- (1) Noise not directly under the control of the property user.
  - (2) Noise emanating from construction and maintenance activities between 7:00 a.m. and 9:00 p.m.
  - (3) The noise of safety signals, warning devices, and emergency pressure relief valves.
  - (4) Transient noises of moving sources such as automobiles and trucks.
6. Liquid or Solid Wastes. The discharge of untreated industrial wastes into a stream or open or closed drain is prohibited. All methods of sewage and industrial waste treatment and disposal shall be approved by the Bi-State Development Agency. More specifically, all sanitary and process liquid waste must be discharged into the sanitary sewer system. The volume, quality, and strength of all liquid waste shall be discharged into the sewer in strict accordance with the regulations of the local sewer district and/or the State of Illinois.

SECTION VII – COVENANTS (Cont'd.)

7. Site Drainage. No driveways, walks, parking areas, etc. may be constructed across any drainage ditch, channel or swale without providing adequate culverts or waterway openings for natural drainage. Such culverts, etc. shall provide the minimum waterway opening and shall be at the proper gradient as established in local codes and ordinances. No rain or storm water run-off or such drainage as roof water, street pavement and surface water caused by natural precipitation or ground water from footing or foundation drains or other subsurface water drainage shall at any time be discharged into or permitted to flow into the sanitary sewer system, which shall be a separate sewer system from the storm water and surface water run-off sewer system. No sanitary sewage shall any time be discharged or permitted to flow into the above mentioned storm water, surface and subsurface system. Any capacity of the 100-year floodplain removed by construction will be restored by excavation from within the floodplain or by other appropriate means acceptable to the Federal Government.
- F. Signs. Signs are permitted in the business park as hereinafter regulated, provided that no sign shall be permitted which is not accessory to the business conducted on the property and then only if the following requirements are complied with:
1. Business signs may be erected providing the sum area of all signs does not exceed two (2) square feet per foot of building frontage. The total area of business signs shall not exceed 100 square feet. Such signs shall be attached to the principal building and shall not extend more than five (5) feet above the roof line.
  2. In addition to building signs, each separate lot may have one freestanding name plate sign which is accessory to the business conducted on the premises. Any free-standing name plate sign as permitted by this section must meet all of the following requirements:
    - a. Except for a sign at any entry point to the business park, the height of a sign shall not exceed four (4) feet.
    - b. No free-standing name plate signs shall be nearer than five (5) feet from an abutting street right-of-way or property line.
    - c. Except for a sign at any entry point to the business park, the area of a sign shall not exceed nine (9) square feet.
    - d. In the event there is more than one tenant in the business building, each tenant is entitled to one (1) name plate sign attached to the free-standing sign provided. However, each name plate sign shall be of uniform dimensions and lettering, and no name plate sign shall exceed nine (9) square feet in area.
  3. No sign shall be lighted by means of flashing or intermittent illumination.
  4. Obstruction of Vision. On a corner lot, within the triangular area formed by the center lines of streets and a line drawn between points on the center lines of each street at a distance of ninety (90) feet from the center line of the intersection, there

SECTION VII – COVENANTS (Cont'd.)

shall be no sign, bush, or other obstruction of vision in excess of three (3) feet in height above the center lines of the pavements at these points.

G. Site Plan Approval. Prior to construction of alteration of any building or improvement on a building lot, two (2) sets of site plans and specifications for such building or alteration shall be submitted to the Bi-State Development Agency, and written approval of such plan by the Bi-State Development Agency, shall be proof of compliance with these restrictions; provided, however, that if the Bi-State Development Agency fails to approve or disapprove such plans and specifications within thirty (30) days after such plans have been submitted to it, such approval shall not be required. Site plans shall contain the following information:

1. The site plans shall be drawn to a scale not greater than one-inch equals fifty (50) feet and shall show the following:
  - a. All lot line dimensions.
  - b. Building setback, side line and rear yard distances.
  - c. Location of all proposed buildings.
  - d. Location of off-street parking areas with dimensions showing parking spaces, access drives, traffic circulation and the location and description of any lighting in connection with the parking area. This includes the location and dimensions of all loading and unloading docks and area.
  - e. Location and description of all proposed signs.
  - f. Type of surface paving and curbing.
  - g. Storm drainage facilities and means of disposal of storm water.
  - h. All landscaping, fences, walls, or similar facilities to be provided.
  - i. The location of all structures within 300 feet of the property.
  - j. The specific types of materials to be used in construction.
  - k. Floodplain and wetland mitigation measures, if applicable.
2. If the site plan is rejected by the Bi-State Development Agency, the applicant shall remedy any and all elements in the plan prior to further consideration.

H. Re-subdividing Prohibited. All lots in the St. Louis Downtown Business Park shall be described as zoned lots for light industrial usage and are not to be re-subdivided into smaller lots. However, whole lots may be combined with a fractional part of any



SECTION VII – COVENANTS (Cont'd.)

adjacent lot to form a larger lot, but in no case shall the remaining fractional lot be used without combination with the adjacent whole lot.

- I. Recapture. If after the expiration of one (1) year from the date of execution of a lease agreement or sales contract agreement on any part, parcel, tract, tracts, or lot any tenant shall not have begun in good faith the construction of any acceptable building upon said part, parcel, tract, tracts, or lot, the Bi-State Development Agency retains the option to terminate the lease or refund the purchase price and enter into possession of the land. At such time, the Bi-State Development Agency may extend in writing the time in which such building may be begun.
- J. Resale Rights. Each owner of property subject to these restrictions agrees that if it receives a bona fide offer to buy any improvements located within this business park, that it will, before consummating such sale, present to the Bi-State Development Agency, in affidavit form, the terms and conditions of such proposed sale; and the Bi-State Development Agency reserves the right to purchase said improvements within thirty (30) days thereafter upon the same terms and conditions as may be contained in such bona fide offer made to the purchaser by any third party.
- K. Enforcement and Invalidation. The Bi-State Development Agency or any of its grantees or lessees in the St. Louis Downtown Airport Business Park may enforce these covenants by injunctive process or may utilize any other available legal remedy in these premises. Invalidation of any of these protective covenants by legal process in no way affects any of the other covenants, which shall remain in full force and effect.

## **SECTION VIII – LIABILITY**

The Bi-State Development Agency assumes no responsibility for loss, injury or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, strikes, or acts of God or of the public enemy, nor does it assume any liability for injury to persons while on the Airport or while using the facilities of same, or for property damage.

## **SECTION IX – INDEMNITY**

The privilege of using the Airport and its facilities shall be upon the condition that any person using same shall assume the full responsibility and risk for the use thereof and shall release and hold harmless and indemnify the Bi-State Development Agency, their officers, employees, and authorized representatives from any and all liability or loss resulting from such use.

## **SECTION X – REVISIONS**

The Bi-State Development Agency reserves the right, to at any time without notice, revise, modify change, or waive any or all of the foregoing Leasing Standards and Requirements.