



**Rantoul Village Board of Trustees
Regular Study Session
Louis B. Schelling Memorial Board Room
Rantoul Municipal Building
October 2, 2018
6:00 pm**

Order of Business

1. Call to Order – Mayor Smith
Roll Call
2. Approval of Agenda
3. Public Participation
Citizens wishing to address the Village Board with respect to any item of business listed on the agenda or any matter not appearing on the agenda are asked to complete a public participation form and submit it to the Village Clerk prior to the meeting. Comments will be limited to three minutes for each item.
4. Items from the Mayor
5. Items from Trustees
6. Items from the Clerk
 - A) Minutes from Special Board Meeting, September 4, 2018
 - B) Minutes from Regular Study Session, September 4, 2018
 - C) Minutes from Regular Board Meeting, September 11, 2018
 - D) Amending [Public Participation](#) rules
7. Items from the Administrator
 - A) Agenda Planning – discussion of future items
8. Items from Comptroller
 - A) Retirement Health [Savings Plan](#) – [Resolution 10-18-1265](#)
 - B) Approval of Bills and Monthly Financial Reports
9. Items from Public Works
 - A) Acceptance of [Deeds](#)
 - B) [Fourth Amendment](#) to Sales Agreement (Hangars and 1 Aviation Center Dr.)
10. Items from Counsel
12. Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 1, as amended by Public Act 93-57, to consider the appointment, employment, compensation, discipline, performance or dismissal of the public body's legal counsel
13. Adjournment

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM	PAGE	OF
ITEM: Public Participation Rules	DEPARTMENT: Clerk	
AGENDA SECTION:	AMOUNT:	
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: October 2, 2018	
SUMMARY HIGHLIGHTS:		
<p>One of the presentations at the IML Conference was Effective Public Comment and Citizen Engagement. Jeffrey Jurgens, Attorney with Sorling Northrup reviewed the Public Accesss Counselor's opinions regarding public participation. Our current rules do not conform to these opinions</p> <p>Attached is a copy of our current rules. I have highlighted the areas that do not conform and have been removed from the porposed policy.</p> <p>The Attorney encouraged municipalities to adopt a time limit for total comments which the PAC has upheld. The standard used by most municipalities is 30 minutes total with the Board having the option of extended that time with majority consent.</p>		
RECOMMENDED ACTION: Adoption of the Amended Policy		
DEPARTMENT HEAD APPROVAL <i>Mike Graham</i>	VILLAGE ADMINISTRATOR	
AGENDA PAGE NUMBER:		

PROPOSED POLICY

Rantoul Village Board of Trustees Rule IX – Requests to Address the Board: Public Participation

Members of the public shall be permitted to address the Village Board during a designated portion of each regular meeting, regular study session and special meeting, to comment on any matters of business under consideration by the Village Board.

No person shall address the Village Board without having first secured the recognition of the Presiding Officer.

Each member of the public addressing the Village Board shall be limited to three minutes for his or her presentation, unless authorized to receive additional time by the consent of a majority of the Village Board present. The Village Clerk, or in his or her absence the Deputy Village Clerk, shall be designated as official timekeeper and shall be responsible for notifying the Presiding Officer when the allotted time for each speaker has expired. In the absence of both the Village Clerk and Deputy Village Clerk, the Village Board shall designate another Village employee or officer to serve as timekeeper. The total time allotted to public participation in a meeting will be 30 minutes, unless additional time is authorized by consent of a majority of the Village Board present

Each member of the public addressing the Board shall be expected to conform to conventional standards of decorum.

Only the Presiding Officer shall have the authority to request that a speaker suspend his or her remarks for exceeding the prescribed time limit or for any other reason.

Each member of the public, before addressing the Village Board shall be required to sign in with the Village Clerk before the meeting is called to Order. Members of the public may comment on any matters of public concern or Village business at each regular study session and regular meeting; but comments from the public shall be limited in scope to only those matters of business then under imminent consideration by the Village Board at each special meeting.

Other than during the designated period provided for public participation, the Village Board shall follow the prepared agenda. The members of the Village Board shall enter into the discussion of agenda items in a manner which permits other members of the Village Board, Village staff, and members of the public to hear the proceedings of the Village Board, but shall refrain from interaction with members of the public during business sessions. The Presiding Officer may, in his or her discretion, call on members of the public for information which may assist the Village Board in consideration of any agenda item.

CURRENT POLICY

Rantoul Village Board of Trustees Rule IX – Requests to Address the Board: Public Participation

Members of the public shall be permitted to address the Village Board during a designated portion of each regular meeting, regular study session and special meeting, to comment on any matters of business under consideration by the Village Board.

No person shall address the Village Board without having first secured the recognition of the Presiding Officer.

Each member of the public addressing the Village Board shall be limited to three minutes for his or her presentation, unless authorized to receive additional time by the consent of a majority of the Village Board present. Members of the Village Board, upon recognition by the Presiding Officer, shall have the privilege of questioning speakers during the “public participation” portion of the agenda. Any time spent during questioning by members of the Village Board shall not be deducted from the three-minute time limit for comment permitted to each speaker. The Village Clerk, or in his or her absence the Deputy Village Clerk, shall be designated as official timekeeper and shall be responsible for notifying the Presiding Officer when the allotted time for each speaker has expired. In the absence of both the Village Clerk and Deputy Village Clerk, the Village Board shall designate another Village employee or officer to serve as timekeeper.

Each member of the public addressing the Board shall be expected to conform to conventional standards of decorum and shall refrain from making insulting or vituperative remarks toward or about any member of the Village Board, any employee or officer of the Village, or any member of the audience.

Only the Presiding Officer shall have the authority to request that a speaker suspend his or her remarks for exceeding the prescribed time limit or for any other reason, such as a violation of the aforementioned standards of decorum.

Each member of the public, before addressing the Village Board shall be required to sign a card, to be designed by the Village Clerk, upon which is stated his or her name, address, and the subject upon which the speaker proposes to address the Village Board. Members of the public may comment on any matters of public concern or Village business at each regular study session and regular meeting; but comments from the public shall be limited in scope to only those matters of business then under imminent consideration by the Village Board at each special meeting.

Other than during the designated period provided for public participation, the Village Board shall follow the prepared agenda. The members of the Village Board shall enter into the discussion of agenda items in a manner which permits other members of the Village Board, Village staff, and members of the public to hear the proceedings of the Village Board, but shall refrain from interaction with members of the public during business sessions. The Presiding Officer may, in his or her discretion, call on members of the public for information which may assist the Village Board in consideration of any agenda item.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: RETIREMENT HEALTH SAVINGS PLAN	DEPARTMENT: FINANCE
AGENDA SECTION:	AMOUNT: \$0
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: September 24, 2018
<p>SUMMARY HIGHLIGHTS: The Village Board is asked to approve a resolution relating to a retirement healthcare funding plan (RHFP). The contributions to the plan would be deducted from an employee's earnings in IMRF, therefore reducing their pensionable income. This resolution would allow these contributions to be counted as IMRF earnings, leaving an employee's pensionable income unaffected. Contributions to this plan would be a benefit to IMRF enrolled employees.</p> <p>Currently, the Police Department is contributing to this plan on a monthly basis. This plan for IMRF employees would allow other Village employees the same opportunity to contribute to this plan.</p> <p>There is no cost to the Village to initiate this program for the IMRF employees.</p>	
RECOMMENDED ACTION: Approve the resolution that includes compensation directed into a Retirement Health Savings Plan as IMRF earnings.	
DEPARTMENT HEAD APPROVAL:	VILLAGE ADMINISTRATOR:

RESOLUTION NO. 10-18-1265

A RESOLUTION OF AUTHORIZATION TO INCLUDE COMPENSATION DIRECTED INTO A RETIREMENT HEALTH SAVINGS PLAN AS IMRF EARNINGS

WHEREAS, standard member earnings reportable to the Illinois Municipal Retirement Fund may not include certain forms of compensation directed into a Retirement Health Savings Plan; and

WHEREAS, the Village of Rantoul Board of Trustees, a governing body of an IMRF participating unit of government may elect to include in IMRF earnings all compensation directed into a Retirement Health Savings Plan; and

WHEREAS, The Board of Trustees of the Village of Rantoul is authorized to include compensation directed into a Retirement Health Savings Plan as earnings reportable to IMRF and it is desirable that it do so.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois, does hereby elect to include as earnings reportable to IMRF compensation directed into a Retirement Health Savings Plan; and

BE IT FURTHER RESOLVED that the Village Clerk of the Board is authorized and directed to file a duly certified copy of this resolution with the Illinois Municipal Retirement Fund;

This Resolution is hereby passed, the “ayes” and “nays” being called, by the concurrence of a majority of the members of the Corporate Authorities then holding office at a regular meeting held on the date set forth below.

PASSED this 9th day of October, 2018.

Village Clerk

APPROVED this 9th day of October, 2018.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Village acceptance of the deeds for Parcels D2, D3, & D5	DEPARTMENT: Public Works Airport/EDC
AGENDA SECTION:	AMOUNT: NA
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: September 25, 2018
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for the formal acceptance of the deeds for parcels D2, D3 & D5. These parcels include the three (3) landfill areas located in the southeast portion of the former base area, which are part of the Village's original Master Lease with the Air Force. While the Village will hold the deeds, the Environmental Covenant which comes with the properties and was approved in May 2017, protects the Village and holds the Air Force accountable. The demolition of White Hall and the Steam Plant were components of the negotiations for the Village to consider accepting these deeds.</p> <p>The acceptance of these parcels was anticipated to occur in September 2017, but the deeds were not finalized, so action was deferred. Also at that time, the transfer of utilities was to occur, but ultimately delayed as the Air Force focused on conveying the Hangar properties.</p> <p>The Storm Water, Sanitary Sewer, Potable Water, Electric Distribution, and all related Real & Personal Property are to be conveyed to the Village via a "Bill of Sale" through the "First Amendment to the Economic Development Conveyance Agreement" (EDC). The Air Force is now completing their final review to ensure previously transferred properties' utilities and associated facilities are being included and transferred. Once completed, the utility transfers will be forthcoming for Village consideration and acceptance.</p>	
<p>RECOMMENDED ACTION: Authorize the approval for the Village's acceptance of the deeds for parcels D2, D3 & D5 from the Air Force.</p>	
<p>DEPARTMENT HEAD APPROVAL: Eric Vences G. Gregory Hazel, P.E. </p>	<p>VILLAGE ADMINISTRATOR: </p>

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

- REFERENCE -
(DEFERRED)

ITEM: First Amendment to EDC Agreement and the transfer of ownership of the utility systems to the Village	DEPARTMENT: Public Works Airport/EDC
AGENDA SECTION:	AMOUNT: NA
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: September 1, 2017
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for the formal transfer of ownership of the utility systems to the Village of Rantoul from the United States Air Force. Since base closure, the Village has operated the utilities under the lease agreement and with the assistance of Caretaker, the Air Force, various grants and user fees have systematically incorporated the utilities into the operations and functionality of the existing Village systems.</p> <p>This transfer of ownership is through a "Bill of Sale" for each utility (Stormwater, Sanitary Sewer, Potable Water, Electric Distribution, and all related Real & Personal Property) through the "First Amendment to the Economic Development Conveyance Agreement" (EDC). The EDC itself was approved on September 10, 2014 and replaces a Health & Human Services (then a Federal Aviation Administration (FAA)) agreement as the desired and more efficient conveyance mechanism.</p> <p>Additional supporting documentation will be forwarded (prior to the September Board Meeting) which will include the Finding of Suitability of Transfer for these utilities.</p>	
<p>RECOMMENDED ACTION: Authorize the approval of First Amendment to the Economic Development Conveyance Agreement (EDC) which allows for the transfer of ownership through a Bill of Sale for the various utility systems (Stormwater, Sanitary Sewer, Potable Water, Electric Distribution, and all related Real & Personal Property).</p>	
<p>DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. Eric Vences</p> 	<p>VILLAGE ADMINISTRATOR:</p>

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

- REFERENCE -
(DEFERRED)

AGENDA ITEM

PAGE 1 OF 1

ITEM: Village acceptance of the deeds for Parcels D2, D3, & D5	DEPARTMENT: Public Works Airport/EDC
AGENDA SECTION:	AMOUNT: NA
ATTACHMENTS: (X) ORDINANCE () RESOLUTION () OTHER (See Summary Highlights) () SUPPORTING DOCUMENTS	DATE: September 5, 2017
SUMMARY HIGHLIGHTS: This Agenda Item provides for the formal acceptance of the deeds for parcels D2, D3 & D5. These parcels include the three (3) landfill areas located in the southeast portion of the former base area. The Environmental Covenant which comes with this property and protects the Village was previously approved by the Village. Additional supporting documentation (the deeds) will be forwarded from the Air Force prior to the September Board Meeting.	
RECOMMENDED ACTION: Authorize the Village's acceptance of the deeds for parcels D2, D3 & D5 from the Air Force.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. Eric Vences	VILLAGE ADMINISTRATOR:



DEPARTMENT OF THE AIR FORCE
AIR FORCE CIVIL ENGINEER CENTER
JOINT BASE SAN ANTONIO LACKLAND TEXAS

31 Jul 2018

AFCEC/CIB
2261 Hughes Avenue, Suite 155
JBSA Lackland, TX 78236-9853

The Honorable Charles Smith
Mayor of Village of Rantoul
333 S. Tanner Street
Rantoul, IL 61866

RE: Negotiated Sale Deed for Parcels D2, D3 and D5, at former Chanute AFB

Dear Mayor Smith:

The subject deed is attached for your acceptance on behalf of the Village of Rantoul, Illinois, serving as the local redevelopment authority. The Deed has been executed by the Air Force and should be retained in the Village records after it has been recorded in the Office of the Recorder or Registrar of Titles in Champaign County, Illinois (IL). Please retain one executed original Deed for your records and mail the other executed recorded deed to me at the above address.

In addition, there is a requirement for you to sign the State of Illinois Uniform Environmental Covenant (UECA) after you have accepted the deed. Enclosed is the recent UECA. Once the UECA has been signed, please return for my signature, after which I will forward to Illinois EPA for their signature. Once all signatures are obtained, Illinois EPA will return the UECA to you for recording with the Office of the Recorder or Registrar of Titles in Champaign County, IL.

Feel free to contact me at (210) 395-9428 if you have any questions regarding the submitted information.

Sincerely,

STEPHEN G. TERMAATH, GS-15, DAF
Chief, BRAC Program Management Division
Installations Division

Attachments:

1. Deeds for Parcels D2, D3 and D5 (two originals)
2. State of Illinois Uniform Environmental Covenant

After recording please send a copy of recorded deed to:
AFCECCITE
2261 Hughes Avenue Suite 155
JBSA Lackland, TX 78236-9853

Space Above Reserved for Recorder's Use Only

QUITCLAIM DEED

(Parcels D-2, D-3, and D-5 at the Former Chanute Air Force Base, Illinois)

I. PARTIES

THIS QUITCLAIM DEED (this "**Deed**") is made and entered into as of _____, 2018 ((the "**Effective Date**"), by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force (the "**Grantor**"), under and pursuant to the powers and authority contained in the Base Closure and Realignment Act of 1988, Pub. L. No. 100-526, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the VILLAGE OF RANTOUL, a municipality duly authorized and existing under the constitution and laws of the State of Illinois (the "**Grantee**"). Unless otherwise specifically stated, when used in this Deed, "Grantor" includes the assigns of the Grantor, and "Grantee" includes the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby release and forever quitclaim to the Grantee whose address for notice is Village of Rantoul, 333 South Tanner Street, Rantoul, Illinois, 61866, all of the right, title, interest, claim and demand that the Grantor has in and to the real property situated, lying and being in the County of Champaign, State of Illinois, consisting of 64.63 acres, more or less (Parcels D-2, D-3 and D-5), as more particularly described in **Exhibit A** to this Deed.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected or located thereon or in anywise appertaining thereto (together with the real property described on **Exhibit A**, the "Property").

IV. EXCEPTIONS

AND EXCEPTING THEREFROM any and all equipment and other facilities associated with environmental remediation (collectively "**Remedial Systems**"), if any, owned by Grantor or its agents, whether above, on, or below the ground surface of the Property. The Remedial Systems include groundwater monitoring wells, piezometers, extraction/reinjection wells, treatment equipment/systems, the treated groundwater discharge/outfall structure; soil vapor monitoring wells; piping associated with wells, electric (power) lines and conduit associated with equipment, fiber optic/other communication lines and conduit associated with equipment; the cap, vent wells, fencing, settlement monuments, and the drainage channel/piping/systems associated with the landfill.

V. RESERVATIONS

All reservations stated in Section VII below.

VI. CONDITION

A. The Grantee shall accept the conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, privileges, benefits, agreements, and encumbrances, whether or not of record.

B. Except to the extent provided in this Deed, required by applicable federal law or state law for which the Grantor has waived its sovereign immunity in writing, the Grantee shall (i) accept the Property "as is, where is" without any representation, promise, agreement, or warranty, whether express or implied, on the part of the Grantor, or regarding the making of any alterations, improvements, repairs, or additions and (ii) be liable for any latent or patent defects in the Property.

VII. NOTICE, DESCRIPTION, ASSURANCES, ACCESS RIGHTS AND COVENANTS FOR SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT ("CERCLA") (42 U.S.C. § 9620(h)(3))

Consistent with Section 120(h)(3)(A) of CERCLA (42 U.S.C. § 9620(h)(3)(A)), the Grantor provides the notices and covenants, and retains the access rights stated below:

A. Notice pursuant to Section 120(h)(3)(A)(i)(I) and (II) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of CERCLA (42 U.S.C. 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances

and the time at which such substances were stored, released, or disposed of, on the Property (as defined in Section 120(h)), is provided in **Exhibit B**.

B. Description of Remedial Action Taken, if any, pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

A description of the remedial action taken, if any, on the Property is provided in **Exhibit B**.

C. Covenants pursuant to Section 120(h)(3)(A)(ii) and (B) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

The Grantor warrants that:

1. All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to Section 120(h)(3)(A)(i)(I) of CERCLA remaining on the Property has been taken before the date of this Deed; and

2. Subject to Section 120(h)(3)(B), any additional remedial action found to be necessary after the date of this Deed shall be conducted by the Grantor.

D. Access Rights pursuant to Section 120(h)(3)(A)(iii) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(iii)):

1. The Grantor retains and reserves for any of its agencies and their respective officers, agents, employees, contractors and subcontractors, a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a response action is found to be necessary on the part of the Grantor, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment facilities, response action, or any other action necessary for the Grantor to comply with its obligations in this Deed. Such easement and right of access shall be binding on the Grantee and shall run with the land.

2. In exercising such easement and right of access, the Grantor shall provide the Grantee with reasonable notice of its intent to enter upon the Property and exercise its rights under this Deed, which notice may be severely curtailed or even eliminated in emergency situations. The Grantor shall use reasonable means to avoid and to minimize interference with the Grantee's quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the Grantor. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the Grantor.

3. The Grantee shall not have any claim at law or equity against the Grantor or any officer or employee of the Grantor based on actions taken by the Grantor or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Deed in exercising such easement and right of access: provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee of any remedy available to it under the Federal Tort Claims Act or other applicable federal law.

E. Environmental Restrictive Covenants. The following environmental restrictive covenants are being created to protect human health and the environment against residual contaminant(s) as a component of the remedial action, if any, taken in Section VII.B:

1. Within the boundaries of Landfill 2 (LF017) and Landfill 3 (LF018) described on **Exhibit C** (collectively, the "**Landfill Area**"):

(a). The Grantee shall not construct, or allow to be constructed, any well on the Landfill Area or extract/pump groundwater from beneath the Landfill Area for any purpose other than remediation and monitoring

(b). The Grantee shall not conduct or allow others to conduct activities on the Landfill Area that would cause disturbance to soil within the Landfill Area without the prior (i) written approval of the Grantor and (ii) notification to Joint Utility Locating Information for Excavators (aka "JULIE, Inc.") as required by Illinois law. If the Grantor approves the proposed activities and the activities require off-site soil disposal, the soil shall be properly characterized and disposed of in accordance with all applicable federal, state and local laws and regulations.

(c). The Grantee shall not engage, or allow others to engage, in activities that will disturb, move, damage, tamper, or interfere with, or limit access by the Grantor or Federal or Illinois agencies to, any wells, or infrastructure or hybrid poplar/willow trees associated with groundwater remediation or monitoring wells or systems located on the Landfill Area.

(d). The Grantee shall not conduct, or allow others to conduct, any activity that will impact the integrity or effectiveness of the caps of the landfills.

(e). The Grantee shall not construct or place, or allow others to construct or place, new buildings on the Landfill Area for residential purposes (including mobile or modular homes), occupancy on a 24-hour basis, and uses to house, educate or provide care for children, the elderly, the infirm, or other sensitive subpopulations.

(f). The Grantee shall not conduct, or allow others to conduct, activities that would (i) cause disturbance of any Remedial Systems associated with groundwater remediation or monitoring; or (ii) limit access to any such Remedial Systems.

(g). The Grantee (i) shall not disturb or remove, or allow others to disturb or remove, the fences, locked gates or "Danger: Unauthorized Personnel Keep Out" signage that is

on the fences and gates within the Landfill Area; and (b) shall restrict access to the fenced areas within the Landfill Area.

(h). Annually, the Grantee shall provide to Grantor and Illinois EPA written certification of compliance with the use restrictions stated in paragraphs (a) through (g) above.

(i). The Grantee shall (i) notify Grantor and Illinois EPA of any activity on the Landfill Area which violates the use restrictions stated in paragraphs (a) through (g) above; (ii) address and remedy the violation as soon as practicable, but in no case shall such action commence later than ten days after Grantee becomes aware of the breach; and (iii) report the breach to the appropriate authorities, if it violates any applicable law.

F. Release of Environmental Restrictive Covenants.

1. The Grantee may request from the Grantor a modification or release of one or more of the environmental restrictive covenants in whole or in part in this Section, subject to the notification and concurrence or approval of the State of Illinois and the Grantor. In the event the request of the Grantee for modification or release is approved by the Grantor and the State of Illinois, the Grantor shall modify or release the covenant (a "**Covenant Release/Modification**"). All costs associated with the Covenant Release/Modification shall be the sole responsibility of the Grantee, without any cost whatsoever to the Grantor. The Grantor shall deliver the Covenant Release/Modification to the Grantee in recordable form.

2. In the event the Grantor, with the concurrence or approval of the State of Illinois determines any of the environmental restrictive covenants contained in this Section should be modified or is no longer necessary, then the Grantor may record a document modifying or removing such covenant.

VIII. RELATED COVENANTS

A. Limitation on Warranty. The warranty set forth in Paragraph VII.C above is limited to response actions found to be necessary to protect human health and the environment from "hazardous substances, pollutants or contaminants" (as such terms are defined in CERCLA) existing on the Property on the date of this Deed. The obligation of the Grantor under such warranty does not extend to response actions required as a result of an act or omission of the Grantee, which act or omission (1) introduces new or additional contamination, (2) constitutes a breach of any environmental restrictive covenant set forth in this Deed, or (3) increases the cost of the required response action by its failure to provide timely notice of encountering contamination or by its improper management of any contamination or contaminated soil or water existing on the Property on the date of this Deed.

B. Notice of Contaminants. If the Grantee encounters what it believes to be a hazardous substance or hazardous waste during development activities on the Property, the Grantee shall immediately cease such activities in the affected area and implement controls for the exposed hazardous substance or hazardous waste to minimize the potential airborne release or migration of

or exposure to such substance and promptly notify the Grantor. The Grantor shall promptly inspect the discovered substance and determine if a response or other mitigation is warranted by Grantor under CERCLA or other applicable federal laws. If such substance warrants a response or mitigation that is the responsibility of the Grantor under this Deed, then the Grantor shall take such actions. The Grantee shall not resume development activities in the affected area until it receives written notice that it may do so from the Grantor.

C. Access to Property. Grantor may exercise the right of access reserved to the Grantor in Section VII.D to perform remedial action or corrective action on the Property or on adjoining or nearby lands under applicable federal laws other than CERCLA (collectively, the “**Access Right**”).

The Access Right also may be exercised by agencies of the State of Illinois and their respective officers, agents, employees, contractors and subcontractors.

IX. OTHER COVENANTS AND NOTICES

A. Asbestos Containing Materials (“ACM”). The Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground that may contain ACM. The Grantee shall comply with all federal, state, and local laws relating to ACM. The Grantee shall use due care during Property development activities that may uncover pipelines or other buried ACM. The Grantee shall notify the Grantor promptly of any potentially friable ACM that constitutes a release (or potential release) under CERCLA. The Grantor's responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Grantor activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in this paragraph. The Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. Except as otherwise provided by federal law, the Grantor assumes no liability for property damage or personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity which occurs, after the Effective Date of this Deed and causes or leads to contact of any kind whatsoever with ACM on the Property.

B. Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively “LBP”).

1. LBP was commonly used prior to 1978 and may be located on the Property. The Grantee shall exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee shall be solely responsible for managing LBP, including LBP in soils, in accordance with all applicable federal, state, and local laws and regulations. The Grantor shall have no liability for property damage or personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property which occurs after the Effective Date of this Deed. The Grantee shall notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of past Grantor

activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action for which it is responsible under federal law that it determines is necessary.

C. Pesticides. Registered pesticides have been applied to the Property and may continue to be present thereon. Where a pesticide was applied by the Grantor or at the Grantor's direction, to the best of the Grantor's knowledge, the pesticide was applied in accordance with its intended purpose and consistent with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA – 7 U.S.C. §136, et. seq.) and other applicable laws (a "**Properly Applied Pesticide**"). If the acts or omissions of the Grantee cause a release of a Properly Applied Pesticide, the Grantee assumes all resulting responsibility and liability therefor as may be required under applicable law.

D. Non-Discrimination. The Grantee shall not to discriminate on the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes.

E. Excess Profits.

1. This covenant shall run with the land for a period of three years from the Effective Date ("**Excess Profits Period**"). With respect to the Property, if at any time within the Excess Profits Period, the Grantee shall sell or enter into agreements to sell any portion of the Property ("**Sale Property**"), either in a single transaction or in a series of transactions, all proceeds received or to be received in excess of the Grantee's actual allowable costs ("**Allowable Costs**") shall be remitted promptly to the Grantor ("**Excess Profits**"). If less than all of the Property is or will be sold, then Allowable Costs shall be apportioned to the Property that is or will be sold based on a fair and reasonable determination by the Grantor.

2. As used in this Deed, Allowable Costs shall include the following:

- (a) the purchase price paid by the Grantee for the Sale Property;
- (b) the direct costs actually incurred and paid by Grantee for improvements that serve only the Sale Property, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading and other site or public improvements (collectively, the "**Improvements**");
- (c) the direct costs actually incurred and paid for design and engineering services with respect to the Improvements; and
- (d) the finance charges actually incurred and paid in conjunction with loans obtained to pay any Allowable Costs.

Expenses paid with Federal grants or paid with funds used as matching funds to secure Federal grants shall not qualify as Allowable Costs.

3. Annually, during the Excess Profits Period, Grantee shall submit a report to Grantor disclosing:

- (a) Any Sale Property for the preceding twelve months;
- (b) The sale price of the Sale Property;
- (c) The identity of the purchaser;
- (d) The proposed uses of the Sale Property; and
- (e) Any Allowable Costs.

4. Upon request, Grantee shall allow Grantor to review all records related to any Sale Property. If the review discloses Excess Profits that have not been remitted to Grantor, Grantee shall deliver them promptly to Grantor.

X. NOTICE ADDRESS:

Any notice required or permitted to be given to the Grantor pursuant to this Deed shall be given or served by personal delivery or by mailing the same by certified mail, postage prepaid, return receipt requested, addressed as follows:

Department of the Air Force
Deputy Assistant Secretary of the Air Force
(Installations)
1665 Air Force Pentagon
Washington, D.C. 20330-1665

With copies to:

Department of the Air Force
Attn: Chief Counsel, SAF/GCN-SA

Mailing Address:
2261 Hughes Ave., Suite 155
JBSA - Lackland, TX 78236-9821

Delivery Address:
3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

Department of the Air Force
Attn: Division Chief, AFCEC/CIB

Mailing Address:
2261 Hughes Ave., Suite 155
JBSA - Lackland, TX 78236-9821

Delivery Address:
3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

Or to such other address or addresses as the Grantor may from time to time designate in the Real Property Records of Champaign County, Illinois.

XI. BINDING EFFECT AND BENEFIT

Each covenant in this Deed shall be deemed to touch and concern the land and shall run with the land.

XII. LIST OF EXHIBITS

The following exhibits are attached to and made a part of this Deed by this reference:

- Exhibit A – Legal Description of the Property
- Exhibit B - Notice of Hazardous Substances Released/ Description of Remedial Action Taken
- Exhibit C – Legal Description of the Landfill Area

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force effective on the Effective Date.

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force

By: Stephen G. TerMaath
Stephen G. TerMaath
Chief, BRAC Program Management Division
Installations Directorate
Air Force Civil Engineer Center

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF BEXAR

This document was acknowledged before me this 1st day of August, 2018 by STEPHEN G. TERMAATH, Chief, BRAC Program Management Division, Installations Directorate, Air Force Civil Engineer Center.



(seal)

S. V. Leslie
Notary Public, State of Texas

My Commission Expires: _____

ACCEPTANCE

The Grantee accepts this Deed effective on the Effective Date and agrees to be bound by all terms, covenants, conditions, restrictions, and reservations contained in it.

DATE: _____, 2018

(Grantee Name)

By: _____
Name: _____
Title: _____

[Attest:

(Name and Title or Position)]

ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF CHAMPAIGN

This document was acknowledged before me this _____ day of _____, 2018, by _____, _____ of the Village of Rantoul, Illinois.

Notary Public, State of Illinois
My Commission Expires: _____

EXHIBIT A

Legal Description of Property

PARCEL D-2 LEGAL DESCRIPTION

A tract of land being a part of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on Illinois State Plane Coordinate System - East Zone:

Commencing at the intersection of the East Line of the Southeast Quarter of said Section 11 and the South Line of South Perimeter Road as shown and described in a Quitclaim Deed recorded as Document 2007R22404 in the Champaign County Recorder's Office, Proceed South 89° 38' 34" West along said South Line of South Perimeter Road, 59.88 feet to the True Point of Beginning; thence South 00° 11' 40" East along a Northerly Extension of the West Line of Parcel D1 (Heritage Lake) as shown, and described on a Plat of Survey by David P. Philippe, Illinois Land Surveyor 2591, dated May 14, 2008, along said West Line of Parcel D1 and along a Southerly extension of said West Line of D1, a distance of 1583.05 feet; thence around the arc of a circular curve to the left, said curve having a radius of 30.00 feet, a chord bearing of North 44° 25' 24" West, a chord length of 41.85 feet for an arc length of 46.32 feet; thence North 88° 39' 07" West, 619.76 feet, a chord bearing of an arc of a circular curve to the right, said curve having a radius of 340.00 feet, a chord length of North 69° 25' 16" West, a chord length of 165.82 feet, for a chord bearing of 167.51 feet; thence North 32° 18' 44" East, 413.36 feet to a point on the Southerly Line of said South Perimeter Road around the arc of a circular curve to the right along said South Perimeter Road, 468.74 feet; Road said curve having a radius of 414.03 feet, a chord bearing of North 37° 57' 58" East, a chord length of 80.38 feet for an arc length of 80.51 feet; thence North 43° 27' 12" East along said Southerly Line of South Perimeter Road, 294.65 feet; thence North 43° 10' 24" East along said Southerly Line of South Perimeter Road, 226.69 feet; thence North 43° 21' 37" East along said Southerly Line of South Perimeter Road, 588.26 feet; thence around the arc of a circular curve to the right along said Southerly Line of South Perimeter Road, said curve having a radius of 73.09 feet, a chord bearing of North 66° 30' 05" East, a chord length of 59.02 feet for an arc length of 60.66 feet; thence North 89° 38' 24" East along said South Line of South Perimeter Road, 47.15 feet to said True Point of Beginning, encompassing 25,280 acres, more or less.

PARCEL D3 REPLAT (REVISED) LEGAL DESCRIPTION

A tract of land being a part of Sections 11 and 12, both in Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on Illinois State Plane Coordinate System - East Zone:

Beginning at the Southeast Corner of the Southeast Quarter of said Section 11, proceed South 89° 33' 24" West along the South Line of said Southeast Quarter, 94.88 feet; thence North 00° 35' 56" East, 171.20 feet; thence North 89° 23' 46" East, 124.10 feet; thence North 03° 58' 08" East, 194.08 feet; thence North 03° 05' 31" West, 228.41 feet; thence North 89° 55' 52" West, 109.92 feet; thence North 00° 11' 40" West, 132.04 feet; thence South 89° 55' 52" East, 1255.02 feet; thence South 01° 04' 06" East, 715.06 feet to a point on the South Line of the Southwest Quarter of said Section 12; thence South 89° 33' 33" West along said South Line of the Southwest Quarter, 1190.15 feet to said Point of Beginning, encompassing 19,806 acres, more or less.

PARCEL D5 REPLAT (REVISED) LEGAL DESCRIPTION

A tract of land being a part of Sections 11 and 12, both in Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on Illinois State Plane Coordinate System - East Zone:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 11, proceed South 89° 33' 24" West along the South Line of said Southeast Quarter, 94.88 feet; thence North 00° 35' 56" East, 171.20 feet; thence North 89° 23' 46" East, 124.10 feet; thence North 03° 58' 08" East, 194.08 feet; thence North 03° 05' 31" West, 228.41 feet; thence North 89° 55' 52" West, 109.92 feet; thence North 00° 11' 40" West, 132.04 feet to the True Point of Beginning; described on a Plat of Survey by David P. Philippe, Illinois Land Surveyor Number 2591, dated May 14, 2008; thence South 45° 12' 23" East along a Southerly Line of said Parcel, 140.68 feet; thence South 20° 55' 01" East along said Southerly Line of the Parcel, 107.53 feet; thence South 22° 42' 13" East along said Southerly Line of the Parcel, 105.41 feet; thence South 84° 24' 15" East along said Southerly Line of the Parcel, 107.53 feet; thence South 87° 54' 58" East along said Southerly Line of the Parcel, 53.74 feet; thence North 67° 03' 17" East along said Southerly Line of the Parcel, 71.10 feet; thence North 60° 35' 18" East along said Southerly Line of the Parcel, 70.36 feet; thence North 32° 40' 39" East along said Southerly Line of the Parcel, 89.09 feet; thence North 28° 51' 22" East along said Southerly Line of the Parcel, 100.18 feet; thence North 29° 33' 57" East along said Southerly Line of the Parcel, 88.89 feet; thence North 37° 05' 15" East along said Southerly Line of the Parcel, 83.06 feet; thence North 49° 33' 35" East along said Southerly Line of the Parcel, 34.30 feet; thence North 89° 27' 33" East along said Southerly Line of the Parcel, 230.00 feet; thence South 00° 32' 27" East along said Southerly Line of the Parcel, 700.00 feet; thence South 01° 04' 06" East, 271.82 feet; thence North 89° 55' 52" West, 1255.02 feet to said True Point of Beginning, encompassing 19,548 acres, more or less.

EXHIBIT B

Notice of Hazardous Substances Released/ Description of Remedial Action Taken

(see following page)

NOTICE OF HAZARDOUS SUBSTANCES STORED/DISPOSED

No hazardous substances have been stored or disposed of on the Property.

NOTICE OF HAZARDOUS SUBSTANCE RELEASED

Notice is hereby given that the information set out below provides notice of hazardous substances that are known to have been released on the Property. The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Section 9620(h).

IRP Site LF017 (Soil)									
Substance	Regulatory Synonym	CAS Registry Number	Quantity (kg / lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentrations Detected	Maximum Concentrations Remaining	Response	
Inorganics									
Antimony		7440-36-0	Unknown	Unknown		136 mg/kg	136 mg/kg	In 2000, an interim remedy was selected for LF017 (AR1406, Jacobs, 2000). The interim remedy included the excavation and consolidation of the landfill into a smaller footprint, and the installation of a leachate collection system and multi-layer soil and geosynthetic cover. The Northern Excavation Area, which is part of Site LF018, was also excavated and consolidated on top of LF017 and LF018. Approximately 65,500 cubic yards of waste, debris, and soil were excavated and consolidated into LF017. The implementation of interim controls was specified in the IROD (AR1406, Jacobs, 2000). Landfill OM&M activities were conducted in accordance with the Final Interim OM&M Plan (AR2561, MWH, 2004a) and in accordance with the	
Arsenic		7440-38-2	Unknown	Unknown		307 mg/kg	307 mg/kg		
Barium		7440-39-3	Unknown	Unknown		6430 mg/kg	6430 mg/kg		
Cadmium		7440-43-9	Unknown	Unknown		535 mg/kg	535 mg/kg		
Chromium		7440-47-3	Unknown	Unknown		988 mg/kg	988 mg/kg		
Iron			Unknown	Unknown		92,000 mg/kg	92,000 mg/kg		
Lead		7439-92-1	Unknown	Unknown		59,700 mg/kg	59,700 mg/kg		
Nickel		7440-02-0	Unknown	Unknown		306 mg/kg	306 mg/kg		
Selenium		7782-49-2	Unknown	Unknown		9.1 mg/kg	9.1 mg/kg		
Silver		7440-22-4	Unknown	Unknown		390 mg/kg	390 mg/kg		
Zinc			Unknown	Unknown		2220 mg/kg	2220 mg/kg		
Cyanide		143-33-9	Unknown	Unknown		3.9 mg/kg	3.9 mg/kg		
Volatile Organics									
Acetone		67-64-1	Unknown	Unknown		1100 ug/kg	1100 ug/kg		

Former Chanute AFB
(Negotiated Sale - Parcels D2, D3 and D5)

IRP Site LF017 (Soil)										
Substance	Regulatory Synonym	CAS Registry Number	Quantity (kg / lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentrations Detected	Maximum Concentrations Remaining	Response		
Chlorobenzene			Unknown	Unknown		84 ug/kg	84 ug/kg	Final OM&M Plan, Revision 1 (AR3739, Shaw, 2013a). In 2004, a RI was conducted as documented in Final OU-2 Report Group H RI Report (AR3327, URS, 2007). Groundwater monitoring was initiated at LF017 in 2004 on a quarterly basis as part of the RI phase of work for OU-2 and continued through 2009 (AR2575, EQM, 2004). Groundwater monitoring activities have been conducted annually since 2010. A FS Report for soil and groundwater outside the LF017 cap (AR3689, Shaw, 2011b) was submitted to and approved by Illinois EPA in 2011. The Final ROD with the Final Remedy for LF017 was signed by the AFCEC/CI Director on 4 Aug 2014, and by Illinois EPA on 6 Oct 2014. The Final Remedy for LF017 includes implementation of post-closure care as per federal/state regulations for closed landfills. The Final Remedy is compliant with the "to-be-considered" guideline and applicable or relevant and appropriate requirements applicable to post-closure care requirements for closed landfills (AR421585). As a supplemental measure, an Evapotranspiration Buffer leachate management system was installed at LF017 in 2013 to prevent possible future lateral migration of leachate from the landfill and potentially allow shut-down of the mechanical leachate collection system operating at LF017 (AR421794).		
Methylene Chloride		75-09-2	Unknown	Unknown		17 ug/kg	17 ug/kg			
Tetrachloroethylene (PCE)		127-18-4	Unknown	Unknown		60 ug/kg	60 ug/kg			
1,4-Dichlorobenzene			Unknown	Unknown		340 ug/kg	340 ug/kg			
PAHs										
Benzo(a)anthracene		56-55-3	Unknown	Unknown		15 mg/kg	15 mg/kg			
Benzo(a)Pyrene		50-32-8	Unknown	Unknown		17 mg/kg	17 mg/kg			
Benzo(b)fluoranthene		205-99-2	Unknown	Unknown		18 mg/kg	18 mg/kg			
Chrysene		218-01-9	Unknown	Unknown		16 mg/kg	16 mg/kg			
Dibenz(a,h)anthracene			Unknown	Unknown		2.6 mg/kg	2.6 mg/kg			
Indeno(1,2,3-c,d)pyrene			Unknown	Unknown		9.6 mg/kg	9.6 mg/kg			
Pesticides/PCBs										
Aldrin			Unknown	Unknown						
alpha-BHC			Unknown	Unknown		39 ug/kg	39 ug/kg			
Dieldrin		60-57-1	Unknown	Unknown		13 ug/kg	13 ug/kg			
Gamma BHC (Lindane)			Unknown	Unknown		12 ug/kg	12 ug/kg			
Heptachlor epoxide			Unknown	Unknown		23 ug/kg	23 ug/kg			
PCB-1242 (Aroclor 1242)			Unknown	Unknown		150 ug/kg	150 ug/kg			
PCB-1254 (Aroclor 1254)		11097691	Unknown	Unknown		290 ug/kg	290 ug/kg			
Beta BHC (Beta hexachlorocyclohexane)			Unknown	Unknown		210 ug/kg	210 ug/kg			
Dioxins/Furans										
			Unknown	Unknown		1.2 ug/kg	1.2 ug/kg			

IRP Site LF017 (Soil)

Substance	Regulatory Synonym	CAS Registry Number	Quantity (kg / lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentrations Detected	Maximum Concentrations Remaining	Response
1,2,3,4,6,7,8-Heptachlorodibenzop-dioxin			Unknown	Unknown		1.08 ug/kg	1.08 ug/kg	
1,2,3,6,7,8-Hexachlorodibenzop-dioxin			Unknown	Unknown		0.0935 ug/kg	0.0935 ug/kg	
1,2,3,7,8,9-Hexachlorodibenzop-dioxin			Unknown	Unknown		0.142 ug/kg	0.142 ug/kg	
1,2,3,7,8-Pentachlorodibenzop-dioxin			Unknown	Unknown		0.0494 ug/kg	0.0494 ug/kg	
2,3,4,7,8-Pentachlorodibenzofuran			Unknown	Unknown		0.0145 ug/kg	0.0145 ug/kg	
2,3,7,8-Tetrachlorodibenzop-dioxin			Unknown	Unknown		0.0097 ug/kg	0.0097 ug/kg	
Octachlorodibenzo-p-dioxin			Unknown	Unknown		4.52 ug/kg	4.52 ug/kg	

IRP Site LF017 (Groundwater)

Substance	Regulatory Synonym	CAS Registry Number	Quantity (kg / lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentrations Detected	Maximum Concentrations Remaining	Response
Metals								
Antimony		7440-36-0	Unknown	Unknown		210 mg/L	NS	In 2000, an interim remedy was selected for LF017 (AR1406, Jacobs, 2000). The interim remedy included the excavation and consolidation of the landfill into a smaller footprint, and the installation
Arsenic		7440-38-2	Unknown	Unknown		28 mg/L	0.0296 mg/L	

Former Chanute AFB
(Negotiated Sale - Parcels D-2, D-3 and D-5)

IRP Site LF017 (Groundwater)										
Substance	Regulatory Synonym	CAS Registry Number	Quantity (kg / lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentrations Detected	Maximum Concentrations Remaining	Response		
Barium		7440-39-3	Unknown	Unknown		4.4 mg/L	NS	of a leachate collection system and multi-layer soil and geosynthetic cover. The Northern Excavation Area, which is part of Site LF018, was also excavated and consolidated on top of LF017 and LF018. Approximately 65,500 cubic yards of waste, debris, and soil were excavated and consolidated into LF017. The implementation of interim controls was specified in the IROD (AR1406, Jacobs, 2000). Landfill OM&M activities were conducted in accordance with the Final Interim OM&M Plan (AR2561, MWH, 2004a) and in accordance with the Final OM&M Plan, Revision 1 (AR3739, Shaw, 2013a). In 2004, a RI was conducted as documented in Final OU-2 Report Group H RI Report (AR3327, URS, 2007). Groundwater monitoring was initiated at LF017 in 2004 on a quarterly basis as part of the RI phase of work for OU-2 and continued through 2009 (AR2575, EQM, 2004). Groundwater monitoring activities have been conducted annually since 2010. A FS Report for soil and groundwater outside the LF017 cap (AR3689, Shaw, 2011b) was submitted to and approved by Illinois EPA in 2011. The Final ROD with the Final Remedy for LF017 was signed by the AFCEC/CI Director on 4 Aug 2014, and by Illinois EPA on 6 Oct 2014. The Final Remedy for LF017 includes implementation of post-closure care as per federal/state regulations for closed landfills. The Final Remedy is compliant with the "to-be-considered" guideline and applicable or relevant and appropriate requirements applicable to post-closure care requirements for closed landfills (AR421585). As a supplemental measure, an Evapotranspiration Buffer leachate		
Cadmium		7440-43-9	Unknown	Unknown		0.05 mg/L	NS			
Chromium		7440-47-3	Unknown	Unknown		0.88 mg/L	NS			
Copper			Unknown	Unknown		1.2 mg/L	NS			
Iron			Unknown	Unknown		158 mg/L	10.4 mg/L			
Lead		7439-92-1	Unknown	Unknown		2.8 mg/L	0.00263 mg/L			
Manganese			Unknown	Unknown		37.6 mg/L	NS			
Nickel		7440-02-0	Unknown	Unknown		1.8 mg/L	0.075 mg/L			
Selenium		7782-49-2	Unknown	Unknown		1.0 mg/L	NS			
Thallium		7440-28-0	Unknown	Unknown		0.014 mg/L	NS			
Vanadium			Unknown	Unknown		8.5 mg/L	NS			
Zinc			Unknown	Unknown		7.10 mg/L	NS			
Cyanide		143-33-9	Unknown	Unknown		0.26 mg/L	NS			
Volatile Organics										
1,2,4-Trimethylbenzene			Unknown	Unknown		51 ug/L	NS			
1,3,5-Trimethylbenzene (Mesitylene)			Unknown	Unknown		17 ug/L	NS			
1,4-Dichlorobenzene			Unknown	Unknown		20 ug/L	NS			
Acetone			Unknown	Unknown		990 ug/L	NS			
Benzene			Unknown	Unknown		7.3 ug/L	0.4 ug/L			
Carbon tetrachloride			Unknown	Unknown		0.21 ug/L	1.0 ug/L			

Former Chanute AFB
(Negotiated Sale - Parcels D-2, D-3 and D-5)

IRP Site LF017 (Groundwater)									
Substance	Regulatory Synonym	CAS Registry Number	Quantity (kg / lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentrations Detected	Maximum Concentrations Remaining	Response	
Chlorobenzene			Unknown	Unknown		170 ug/L	0.5 ug/L	management system was installed at LF017 in 2013 to prevent possible future lateral migration of leachate from the landfill and potentially allow shut-down of the mechanical leachate collection system operating at LF017 (AR421794).	
Chloroform			Unknown	Unknown		0.19 ug/L	0.3 ug/L		
Cis-1,2-dichloroethylene			Unknown	Unknown		95 ug/L	43.1 ug/L		
Tetrachloroethylene (PCE)			Unknown	Unknown		20.0 ug/L	1.0 ug/L		
Trichloroethene (TCE)		79-01-6	Unknown	Unknown		78 ug/L	1.0 ug/L		
Vinyl chloride			Unknown	Unknown		7.0 ug/L	13.2 ug/L		
PAHs									
Benzo(a)anthracene			Unknown	Unknown		75 ug/L	NS		
Benzo(a)pyrene		50-32-8	Unknown	Unknown		62 ug/L	0.560 ug/L		
Benzo(b)fluoranthene			Unknown	Unknown		76 ug/L	NS		
Benzo(k)fluoranthene			Unknown	Unknown		10 ug/L	NS		
Bis(2-ethylhexyl) phthalate			Unknown	Unknown		190 ug/L	NS		
Chrysene			Unknown	Unknown		74 ug/L	NS		
Dibenz(a,h)anthracene			Unknown	Unknown		12 ug/L	NS		
Indeno(1,2,3-c,d)pyrene			Unknown	Unknown		30 ug/L	NS		
Naphthalene			Unknown	Unknown		35 ug/L	NS		
Pesticides/PCBs									
Aldrin			Unknown	Unknown		0.02 ug/L	NS		
Dieldrin			Unknown	Unknown		0.044 ug/L	NS		

Former Chanute AFB
(Negotiated Sale - Parcels D-2, D-3 and D-5)

IRP Site LF017 (Groundwater)									
Substance	Regulatory Synonym	CAS Registry Number	Quantity (kg / lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentrations Detected	Maximum Concentrations Remaining	Response	
Gamma BHC (Lindane)			Unknown	Unknown		0.058 ug/L	NS		
Heptachlor			Unknown	Unknown		0.06 ug/L	NS		
P,P'-DDD			Unknown	Unknown		0.15 ug/L	NS		
P,P'-DDE			Unknown	Unknown		0.1 ug/L	NS		
PCB-1260 (Aroclor 1260)			Unknown	Unknown		1.7 ug/L	NS		
IRP Site LF018 (Soil)									
Substance	Regulatory Synonym	CAS Registry Number	Quantity (kg / lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentrations Detected	Maximum Concentrations Remaining	Response	
Inorganics									
Antimony		7440-36-0	Unknown	Unknown		136 mg/kg	136 mg/kg	In 2000, an interim remedy was selected for LF018 (AR1406, Jacobs, 2000). The interim remedy included the excavation and consolidation of waste, debris, and soil along the outer edges of LF018 into a smaller footprint and the installation of a leachate collection system and multi-layer soil and geosynthetic cover. The implementation of interim controls was specified in the IROD (AR 1406, Jacobs, 2000). Landfill OM&M activities were conducted in accordance with the Final Interim OM&M (AR 2561, MWH, 2004a) and in accordance with the Final OM&M Plan, Revision 1 (AR3739, Shaw, 2013a). In 2004, a RI was conducted as documented in Final OU-2 Report Group H RI Report (AR3327, URS, 2007). Groundwater monitoring was initiated at LF018 in 2004 on a quarterly basis as part of the RI phase of work for	
Arsenic		7440-38-2	Unknown	Unknown		307 mg/kg	307 mg/kg		
Barium		7440-39-3	Unknown	Unknown		6430 mg/kg	6430 mg/kg		
Cadmium		7440-43-9	Unknown	Unknown		535 mg/kg	535 mg/kg		
Chromium		7440-47-3	Unknown	Unknown		988 mg/kg	988 mg/kg		
Iron			Unknown	Unknown		92,000 mg/kg	92,000 mg/kg		
Lead		7439-92-1	Unknown	Unknown		59,700 mg/kg	59,700 mg/kg		
Nickel		7440-02-0	Unknown	Unknown		306 mg/kg	306 mg/kg		
Selenium		7782-49-2	Unknown	Unknown		9.1 mg/kg	9.1 mg/kg		
Silver		7440-22-4	Unknown	Unknown		390 mg/kg	390 mg/kg		
Zinc		143-33-9	Unknown	Unknown		2220 mg/kg	2220 mg/kg		
Volatile Organics									
Acetone		67-64-1	Unknown	Unknown		1100 ug/kg	1100 ug/kg		
Chlorobenzene			Unknown	Unknown		84 ug/kg	84 ug/kg		
Methylene Chloride		75-09-2	Unknown	Unknown		17 ug/kg	17 ug/kg		

Former Chanute AFB
(Negotiated Sale - Parcels D-2, D-3 and D-5)

IRP Site LF017 (Groundwater)									
Substance	Regulatory Synonym	CAS Registry Number	Quantity (kg / lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentrations Detected	Maximum Concentrations Remaining	Response	
Tetrachloroethylene (PCE)		127-18-4	Unknown	Unknown		60 ug/kg	60 ug/kg	OU-2 and continued through 2009 (AR2575, EQM, 2004). Groundwater monitoring activities have been conducted annually since 2010. An Evapotranspiration Buffer (ETBuffer) was installed at LF018 in 2009 that serves as a leachate management system. A FS Report for soil and groundwater outside the LF018 cap (AR3689, Shaw, 2011b) was submitted to and approved by Illinois EPA in 2011. The FS determined that contaminants have been reduced to below federal maximum contaminant levels and Illinois Groundwater Quality Standards by natural attenuation or evapotranspiration as a result of the ETBuffer. The Final ROD with the Final Remedy for LF018 was signed by the AFCEC Director on 4 Aug 2014, and by Illinois EPA on 6 Oct 2014. The Final Remedy for LF018 includes implementation of post-closure care as per federal/state regulations for closed landfills. The Final Remedy is compliant with the "to-be-considered" guideline and applicable or relevant and appropriate requirements applicable to post-closure care requirements for closed landfills. (AR 421585). Parcel D5 includes the "Northern Excavation Area" (NEA) - an area of excavation created during waste consolidation and closure activities associated with LF018. The surface area of the excavation is 7.84 acres. This area was backfilled in 2009 with approximately 54,000 tons of clean soil that met Illinois EPA requirements (AR177562). The NEA area is now suitable for unrestricted reuse.	
1,4-Dichlorobenzene			Unknown	Unknown		340 ug/kg	340 ug/kg		
PAHs									
Benzo(a)anthracene		56-55-3	Unknown	Unknown		15 mg/kg	15 mg/kg		
Benzo(a)Pyrene		50-32-8	Unknown	Unknown		17 mg/kg	17 mg/kg		
Benzo(b)fluoranthene		205-99-2	Unknown	Unknown		18 mg/kg	18 mg/kg		
Chrysene		218-01-9	Unknown	Unknown		16 mg/kg	16 mg/kg		
Dibenz(a,h)anthracene			Unknown	Unknown		2.6 mg/kg	2.6 mg/kg		
Indeno(1,2,3-c,d)pyrene			Unknown	Unknown		9.6 mg/kg	9.6 mg/kg		
Pesticides/PCBs									
Aldrin			Unknown	Unknown					
alpha-BHC			Unknown	Unknown		39 ug/kg	39 ug/kg		
			Unknown	Unknown		13 ug/kg	13 ug/kg		
Dieldrin		60-57-1	Unknown	Unknown		12 ug/kg	12 ug/kg		
Gamma BHC (Lindane)			Unknown	Unknown		23 ug/kg	23 ug/kg		
Heptachlor epoxide			Unknown	Unknown		150 ug/kg	150 ug/kg		
PCB-1242 (Aroclor 1242)			Unknown	Unknown		290 ug/kg	290 ug/kg		
PCB-1254 (Aroclor 1254)		11097691	Unknown	Unknown		210 ug/kg	210 ug/kg		
Beta BHC (Beta hexachlorocyclohexane)			Unknown	Unknown		1.2 ug/kg	1.2 ug/kg		
Dioxins/Furans									
1,2,3,4,6,7,8-Heptachlorodibenzo-p-dioxin			Unknown	Unknown		1.08 ug/kg	1.08 ug/kg		

Former Chanute AFB
(Negotiated Sale - Parcels D-2, D-3 and D-5)

IRP Site LF017 (Groundwater)									
Substance	Regulatory Synonym	CAS Registry Number	Quantity (kg / lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentrations Detected	Maximum Concentrations Remaining	Response	
1,2,3,6,7,8-Hexachlorodibenzo-p-dioxin			Unknown	Unknown		0.0935 ug/kg	0.0935 ug/kg		
1,2,3,7,8,9-Hexachlorodibenzo-p-dioxin			Unknown	Unknown		0.142 ug/kg	0.142 ug/kg		
1,2,3,7,8-Pentachlorodibenzo-p-dioxin			Unknown	Unknown		0.0494 ug/kg	0.0494 ug/kg		
2,3,4,7,8-Pentachlorodibenzofuran			Unknown	Unknown		0.0145 ug/kg	0.0145 ug/kg		
2,3,7,8-Tetrachlorodibenzo-p-dioxin			Unknown	Unknown		0.0097 ug/kg	0.0097 ug/kg		
Octachlorodibenzo-p-dioxin			Unknown	Unknown		4.52 ug/kg	4.52 ug/kg		

IRP Site LF018 (Groundwater)									
Substance	Regulatory Synonym	CAS Registry Number	Quantity (kg / lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentrations Detected	Maximum Concentrations Remaining	Response	
Metals									
Antimony		7440-36-0	Unknown	Unknown		210 mg/L	NS	In 2000, an interim remedy was selected for LF018 (AR1406, Jacobs, 2000). The interim remedy included the excavation and consolidation of waste, debris, and soil along the outer edges of LF018 into a smaller footprint and the installation of a leachate collection system and multi-layer soil and	
Arsenic		7440-38-2	Unknown	Unknown		28 mg/L	0.0296 mg/L		
Barium		7440-39-3	Unknown	Unknown		4.4 mg/L	NS		

Former Chanute AFB
(Negotiated Sale - Parcels D-2, D-3 and D-5)

IRP Site LF018 (Groundwater)

Substance	Regulatory Synonym	CAS Registry Number	Quantity (kg / lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentrations Detected	Maximum Concentrations Remaining	Response
Cadmium		7440-43-9	Unknown	Unknown		0.05 mg/L	NS	geosynthetic cover. The implementation of interim controls was specified in the IROD (AR 1406, Jacobs, 2000). Landfill OM&M activities were conducted in accordance with the Final Interim OM&M (AR 2561, MWH, 2004a) and in accordance with the Final OM&M Plan, Revision 1 (AR3739, Shaw, 2013a). In 2004, a RI was conducted as documented in Final OU-2 Report Group H RI Report (AR3327, URS, 2007). Groundwater monitoring was initiated at LF018 in 2004 on a quarterly basis as part of the RI phase of work for OU-2 and continued through 2009 (AR2575, EQM, 2004). Groundwater monitoring activities have been conducted annually since 2010. An Evapotranspiration Buffer (ETBuffer) was installed at LF018 in 2009 that serves as a leachate management system. A FS Report for soil and groundwater outside the LF018 cap (AR3689, Shaw, 2011b) was submitted to and approved by Illinois EPA in 2011. The FS determined that contaminants have been reduced to below federal maximum contaminant levels and Illinois Groundwater Quality Standards by natural attenuation or evapotranspiration as a result of the ETBuffer. The Final ROD with the Final Remedy for LF018 was signed by the AFCEC Director on 4 Aug 2014, and by Illinois EPA on 6 Oct 2014. The Final Remedy for LF018 includes implementation of post-closure care as per federal/state regulations for closed landfills. The Final Remedy is compliant with the "to-be-considered" guideline and
Chromium		7440-47-3	Unknown	Unknown		0.88 mg/L	NS	
Copper			Unknown	Unknown		1.2 mg/L	NS	
Iron			Unknown	Unknown		158 mg/L	10.4 mg/L	
Lead		7439-92-1	Unknown	Unknown		2.8 mg/L	0.00263 mg/L	
Manganese			Unknown	Unknown		37.6 mg/L	NS	
Nickel		7440-02-0	Unknown	Unknown		1.8 mg/L	0.075 mg/L	
Selenium		7782-49-2	Unknown	Unknown		1.0 mg/L	NS	
Thallium		7440-28-0	Unknown	Unknown		0.014 mg/L	NS	
Vanadium			Unknown	Unknown		8.5 mg/L	NS	
Zinc			Unknown	Unknown		7.10 mg/L	NS	
Cyanide		143-33-9	Unknown	Unknown		0.26 mg/L	NS	
Volatile Organics								
1,2,4-Trimethylbenzene			Unknown	Unknown		51 ug/L	NS	
1,3,5-Trimethylbenzene (Mesitylene)			Unknown	Unknown		17 ug/L	NS	
1,4-Dichlorobenzene			Unknown	Unknown		20 ug/L	NS	
Acetone			Unknown	Unknown		990 ug/L	NS	
Benzene			Unknown	Unknown		7.3 ug/L	0.4 ug/L	
Carbon tetrachloride			Unknown	Unknown		0.21 ug/L	1.0 ug/L	

Former Chanute AFB
 (Negotiated Sale - Parcels D-2, D-3 and D-5)

IRP Site LF018 (Groundwater)

Substance	Regulatory Synonym	CAS Registry Number	Quantity (kg / lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentrations Detected	Maximum Concentrations Remaining	Response
Chlorobenzene			Unknown	Unknown		170 ug/L	0.5 ug/L	applicable or relevant and appropriate requirements applicable to post-closure care requirements for closed landfills. (AR 421585). Parcel D5 includes the "Northern Excavation Area" (NEA) - an area of excavation created during waste consolidation and closure activities associated with LF018. The surface area of the excavation is 7.84 acres. This area was backfilled in 2009 with approximately 54,000 tons of clean soil that met Illinois EPA requirements (AR177562). The NEA area is now suitable for unrestricted reuse.
Chloroform			Unknown	Unknown		0.19 ug/L	0.3 ug/L	
Cis-1,2-dichloroethylene			Unknown	Unknown		95 ug/L	43.1 ug/L	
Tetrachloroethylene (PCE)			Unknown	Unknown		20.0 ug/L	1.0 ug/L	
Trichloroethene (TCE)		79-01-6	Unknown	Unknown		78 ug/L	1.0 ug/L	
Vinyl chloride			Unknown	Unknown		7.0 ug/L	13.2 ug/L	
PAHs								
Benzo(a)anthracene			Unknown	Unknown		75 ug/L	NS	
Benzo(a)pyrene		50-32-8	Unknown	Unknown		62 ug/L	0.560 ug/L	
Benzo(b)fluoranthene			Unknown	Unknown		76 ug/L	NS	
Benzo(k)fluoranthene			Unknown	Unknown		10 ug/L	NS	
Bis(2-ethylhexyl)phthalate			Unknown	Unknown		190 ug/L	NS	
Chrysene			Unknown	Unknown		74 ug/L	NS	
Dibenz(a,h)anthracene			Unknown	Unknown		12 ug/L	NS	
Indeno(1,2,3-c,d)pyrene			Unknown	Unknown		30 ug/L	NS	
Naphthalene			Unknown	Unknown		35 ug/L	NS	
Pesticides/PCBs								
Aldrin			Unknown	Unknown		0.02 ug/L	NS	
Dieldrin			Unknown	Unknown		0.044 ug/L	NS	

Former Chanute AFB
(Negotiated Sale - Parcels D-2, D-3 and D-5)

IRP Site LF018 (Groundwater)

Substance	Regulatory Synonym	CAS Registry Number	Quantity (kg / lb)	Date	Hazardous Waste ID Number (if applicable)	Maximum Concentrations Detected	Maximum Concentrations Remaining	Response
Gamma BHC (Lindane)			Unknown	Unknown		0.058 ug/L	NS	
Heptachlor			Unknown	Unknown		0.06 ug/L	NS	
P,P'-DDD			Unknown	Unknown		0.15 ug/L	NS	
P,P'-DDE			Unknown	Unknown		0.1 ug/L	NS	
PCB-1260 (Aroclor 1260)			Unknown	Unknown		1.7 ug/L	NS	

IRP Site SD032 (Salt Fork Creek)

Substance	Regulatory Synonym	CAS Registry Number	Quantity (kg / lb)	Date	Hazardous Waste ID Number (if applicable)	Response	Maximum Concentrations Detected	Maximum Concentrations Remaining
Benzo[a]pyrene		50-32-8	Unknown	Unknown	NA	The Remedial Investigation (AR3522, URS, 2008c) concluded that The highest estimated risk to human health (2×10^{-5}) is within the risk management range and non-cancer hazards are less than 1. The RI also concluded that overall ecological risk is acceptable. The SD032 Record of Decision Selected Remedy of No Further Action (NFA) was chosen in accordance with CERCLA (as amended by SARA) and the NCP. The selected NFA remedy is	Soils: 3,600 ug/kg	Soils: 3,600 ug/kg
Benzo(a)anthracene		56-55-3	Unknown	Unknown	NA		Soil: 4,200 ug/kg	Soil: 4,200 ug/kg
Benzo(b)fluoranthene		205-99-2	Unknown	Unknown	NA		Soil: 3,700 ug/kg	Soil: 3,700 ug/kg
Benzo[a]pyrene		50-32-8	Unknown	Unknown	NA		Sediment: 9,800 ug/kg	Sediment: 9,800 ug/kg
PCB 1254		11097-69-1	Unknown	Unknown	NA		Sediment: 14,000 ug/kg	ND (could not replicate previous result, original result considered anomalous)
Arsenic		7440-38-2	Unknown	Unknown	NA		Sediment: 32 mg/kg	Sediment: 32 mg/kg
Lead		7439-92-1	Unknown	Unknown	NA	Sediment: 170 mg/kg	Sediment: 170 mg/kg	
1,2,3,4,6,7,8-HpCDD		NA	Unknown	Unknown	NA	Sediment: 190 pg/g	Sediment: 190 pg/g	
1,2,3,4,6,7,8-HpCDF (OCDD)		NA	Unknown	Unknown	NA	Sediment: 69 pg/g	Sediment: 69 pg/g	
		NA	Unknown	Unknown	NA	Sediment: 1,400 pg/g	Sediment: 1,400 pg/g	

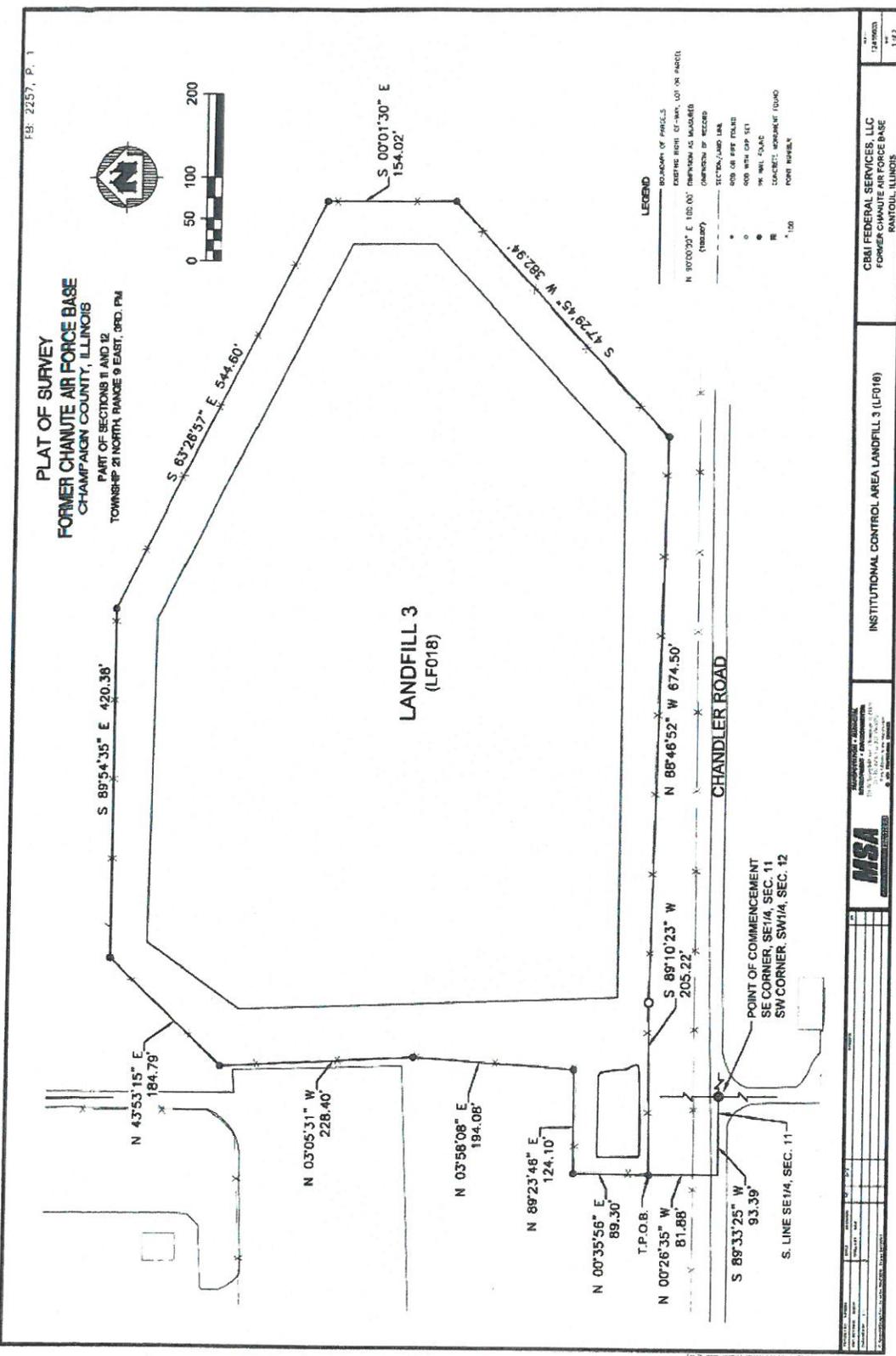
Former Chanute AFB
(Negotiated Sale - Parcels D-2, D-3 and D-5)

IRP Site SD032 (Salt Fork Creek)

Substance	Regulatory Synonym	CAS Registry Number	Quantity (kg / lb)	Date	Hazardous Waste ID Number (if applicable)	Response	Maximum Concentrations Detected	Maximum Concentrations Remaining
(OCDF)		NA	Unknown	Unknown	NA	protective of human health and the environment and the parcel is eligible for unrestricted land use. (AR 3745, Shaw Environmental, Inc., 2013).	Sediment: 38 pg/g	Sediment: 38 pg/g
Dieldrin		60-57-1	Unknown	Unknown	NA		Fish Tissue: 13 ug/kg	Fish Tissue: 13 ug/kg
Arsenic			Unknown	Unknown	NA		Fish Tissue: 0.14 mg/kg	Fish Tissue: 0.14 mg/kg

IRP Site SS045

Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity kg/lb	Date	Hazardous Waste ID Number (if applicable)	Response	Maximum Concentrations Detected	Maximum Concentrations Remaining
Benzo(a)pyrene		50-32-8	Unknown	Unknown	NA	Remedial Investigation identified one surface soil location concentration slightly above the decision criteria (DC); however, the concentrations were below the 95 th percentile value from Chanute-specific background data. The ROD, dated January 2008, selected a remedy of no further action (NFA). The selected NFA remedy is protective of human health and the environment and the parcel is eligible for unrestricted land use. (AR 3441).	Maximum concentration detected in site soils = laboratory estimated 89.1 µg/kg at 0-0.5 ft bgl (surface soil).	Maximum concentration remaining in place in site soils = laboratory estimated 89.1 µg/kg at 0-0.5 ft bgl (surface soil).
Iron			Unknown	Unknown	NA	Remedial Investigation identified two deep subsurface soil samples above DC; however, these iron concentrations are lower than the adequate intake (AI) value for iron (40,000 mg/kg) as established by the Institute of Medicine, Food, and Nutrition (IOM). The ROD, dated January 2008, selected a remedy of no further action (NFA). The selected NFA remedy is protective of human health and the environment and the parcel is eligible for unrestricted land use. (AR 3441).	Maximum concentration detected in site soils=laboratory estimated Iron is 23,200 mg/kg and 24,700 mg/kg at > 6.5 ft bgs (deep subsurface soil).	Maximum concentration remaining in place in site soils=laboratory estimated Iron is 23,200 mg/kg and 24,700 mg/kg at > 6.5 ft bgs (deep subsurface soil).



Former Chanutte AFB
 (Negotiated Sale - Parcels D-2, D-3 and D-5)

10 7257, P 1

PARCEL: F 3 (LFD18)
LEGAL DESCRIPTION

A tract of land being a part of Section 11 and Section 12, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows, with bearings on Illinois State Plane Coordinate System -- East Zone.

Commencing at the Southeast Corner of the Southeast 1/4 of Section 11, proceed South 89° 33' 25" West along the South Line of Southeast 1/4 of Section 11, 93.39 feet, thence North 00° 26' 35" West, 81.88 feet to the True Point of Beginning; thence North 03° 35' 56" East, 89.30 feet; thence North 89° 23' 48" East, 124.10 feet; thence North 03° 58' 08" East, 194.08 feet; thence North 03° 05' 31" West, 228.40 feet; thence North 43° 53' 15" East, 184.79 feet; thence South 89° 54' 35" East, 420.38 feet; thence South 63° 26' 57" East, 544.60 feet; thence South 00° 01' 30" East, 154.02 feet; thence South 47° 29' 45" West, 382.94 feet; thence North 88° 46' 52" West, 674.50 feet; thence South 89° 10' 23" West, 205.22 feet to said True Point of Beginning, encompassing 3.275 acres more or less.



SIGNED: David E. Achley
David E. Achley, I.P.S., No. 2950
License expires 11/30/16
DATE: 7/11/16

		INSTITUTIONAL CONTROL AREA LANDFILL 3 (LFD18)		CB&I FEDERAL SERVICES, LLC FORMER CHANUTE AIR FORCE BASE RANTOLL, ILLINOIS	
MSA MISSOURI SURVEYING ASSOCIATION 314 WEST WASHINGTON ST. ST. LOUIS, MISSOURI 63101 (314) 433-1100 FAX (314) 433-1101		INSTITUTIONAL CONTROL AREA LANDFILL 3 (LFD18)		CB&I FEDERAL SERVICES, LLC FORMER CHANUTE AIR FORCE BASE RANTOLL, ILLINOIS	
MSA MISSOURI SURVEYING ASSOCIATION 314 WEST WASHINGTON ST. ST. LOUIS, MISSOURI 63101 (314) 433-1100 FAX (314) 433-1101		INSTITUTIONAL CONTROL AREA LANDFILL 3 (LFD18)		CB&I FEDERAL SERVICES, LLC FORMER CHANUTE AIR FORCE BASE RANTOLL, ILLINOIS	

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM	PAGE ___ OF ___
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ITEM: Environmental Covenant	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: N/A
ATTACHMENTS: () SUPPORTING DOCUMENTS	DATE: April 26, 2017

SUMMARY HIGHLIGHTS:

The purpose of this agenda item is to seek Board approval of an Environmental Covenant between the Village of Rantoul and the Illinois Environmental Protection Agency to document certain activity and use limitations on certain property that will be transferred to the Village from the Air Force.

The agreement was drafted by Barry Steinberg, the attorney assisting the Village with environmental issues related to the former Chanute Air Force Base. The agreement is a necessary part of the zero cost negotiated sale of parcels D2, D3 and D5 (see attached map) from the Air Force to the Village. Parcel D5 is the location of the IMEA 1 MW Solar Site. Parcels D2 and D3 are subject to the agreement while Parcel D5 is not subject to any activity or use limitations.

The Environmental Covenant is a result of the environmental work that the United States Air Force did related to Landfills 1, 2, 3 and 4. The activity and use limitations are required under the plan for environmental remediation documented in Record of Decision (ROD): *Record of Decision for Operable Unit (OU) 1 and OU-2: Landfill 1 (LF016); and OU-2: Landfill 2 (LF017), Landfill 3 (LF018), and Landfill 4 (LF019).*

This Environmental Covenant specifically relates to the land activity and use limitations for Landfills 2 and 3, as depicted in Appendix A of the Agreement.

The Activity and Land use restrictions are described below:

A. Institutional Controls (ICs) to Prohibit Groundwater Use:

- Grantor covenants and agrees that it will not extract groundwater from the property for any purpose other than remediation or monitoring.
- Grantor covenants and agrees that it will not conduct or allow others to conduct activities that would cause disturbance of any equipment or systems associated with groundwater remediation or monitoring.

- Grantor covenants and agrees that it will not conduct or allow others to conduct activities that would limit access to any equipment or systems associated with groundwater remediation or monitoring.
- Grantor covenants and agrees that it will not conduct or allow others to conduct activities that would cause disturbance to soil within the IC boundaries without first providing notification to Illinois' Joint Utility Locating Information for Excavators (JULIE) and obtaining approval from the USAF for those activities.

B. ICs to Prevent Residential Use, 24-Hour Occupancy, and the Housing of Sensitive Subpopulations

- Grantor shall not use existing buildings or construct new buildings for any of the following uses: residential uses; occupancy on a 24-hour basis; and uses to house, educate or provide care for children, the elderly, the infirm, or other sensitive subpopulations.
- Grantor shall not dispose off-site any soil without proper characterization and waste disposal per applicable Illinois EPA and USEPA regulations.

C. ICs to Maintain Landfill Cap Integrity

- Grantor shall not allow any activity that may impact effectiveness and integrity of the multilayered landfill caps.
- Grantor shall maintain access restrictions to the landfill caps.

D. ICs to Prevent Access

- Grantor shall not disturb the fences and locked gates that surround the Property.
- Grantor shall not disturb or remove the "Danger: Unauthorized Personnel Keep Out" signs that are on the fences and gates that surround the Property.

The Village is required to provide the right of access to the Air Force and the Illinois EPA and an annual confirmation of compliance with the activity and use limitations to the Illinois EPA.

The Air Force will continue to maintain the responsibility of managing the landfills and maintaining the fences and gates surrounding the landfills.

RECOMMENDED ACTION:

Recommend that the Village Board approve the Environmental Covenant for signature by the Village President.

DEPARTMENT HEAD APPROVAL:
G. Gregory Hazel, P.E

VILLAGE ADMINISTRATOR:

AGENDA PAGE NUMBER:

ORDINANCE NO. 2521

AN ORDINANCE
AUTHORIZING AND APPROVING AN ENVIRONMENTAL COVENANT
(LANDFILLS 1, 2 AND 3 ON FORMER CHANUTE AIR FORCE BASE)

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the "Village") is the current fee owner of certain Landfills 1, 2 and 3 on the former Chanute Air Force Base within the Village (the "Property") and the Village desires to create an Environmental Covenant (the "Environmental Covenant") pursuant to the Uniform Environmental Covenants Act (65 ILCS 122/1 et seq.) for the purpose of subjecting the Property to the activity and use limitations described in the Environmental Covenant; and

WHEREAS, the form of the Environmental Covenant by and among the Village and the Holders and Agencies identified therein has been presented to and is now before the meeting of the President and Board of Trustees (the "Corporate Authorities") of the Village at which this Ordinance is adopted.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, as follows:

Section 1. Approval. The form of the Environmental Covenant be and the same is hereby approved.

Section 2. Authority to Execute and Record Agreement. The Village President and the Village Clerk are hereby authorized to execute the Environmental Covenant for and on behalf of the Village, with such changes therein as may be authorized by such Village President.

Section 3. Supplemental Authority. From and after the effective date of this Ordinance, the proper officers, employees, and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute and to record, if appropriate, the Environmental Covenant and all such supplemental documents and instruments as may be necessary to carry out the intent and accomplish the purposes of this Ordinance in order to comply with and make effective the provisions of the Environmental Covenant, as approved or required by this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective immediately upon its passage and approval as required by law.

This Ordinance is hereby passed, the "ayes" and "nays" being called, by a roll call vote of majority of the Corporate Authorities then holding office at a regular meeting held on the date set forth below as follows:

"Ayes" Hall, Workman, Fox, Medlen, Smith
"Nays" 0
"Absent" Same.

PASSED this 9th day of May, 2017.

Mike Graham
Village Clerk

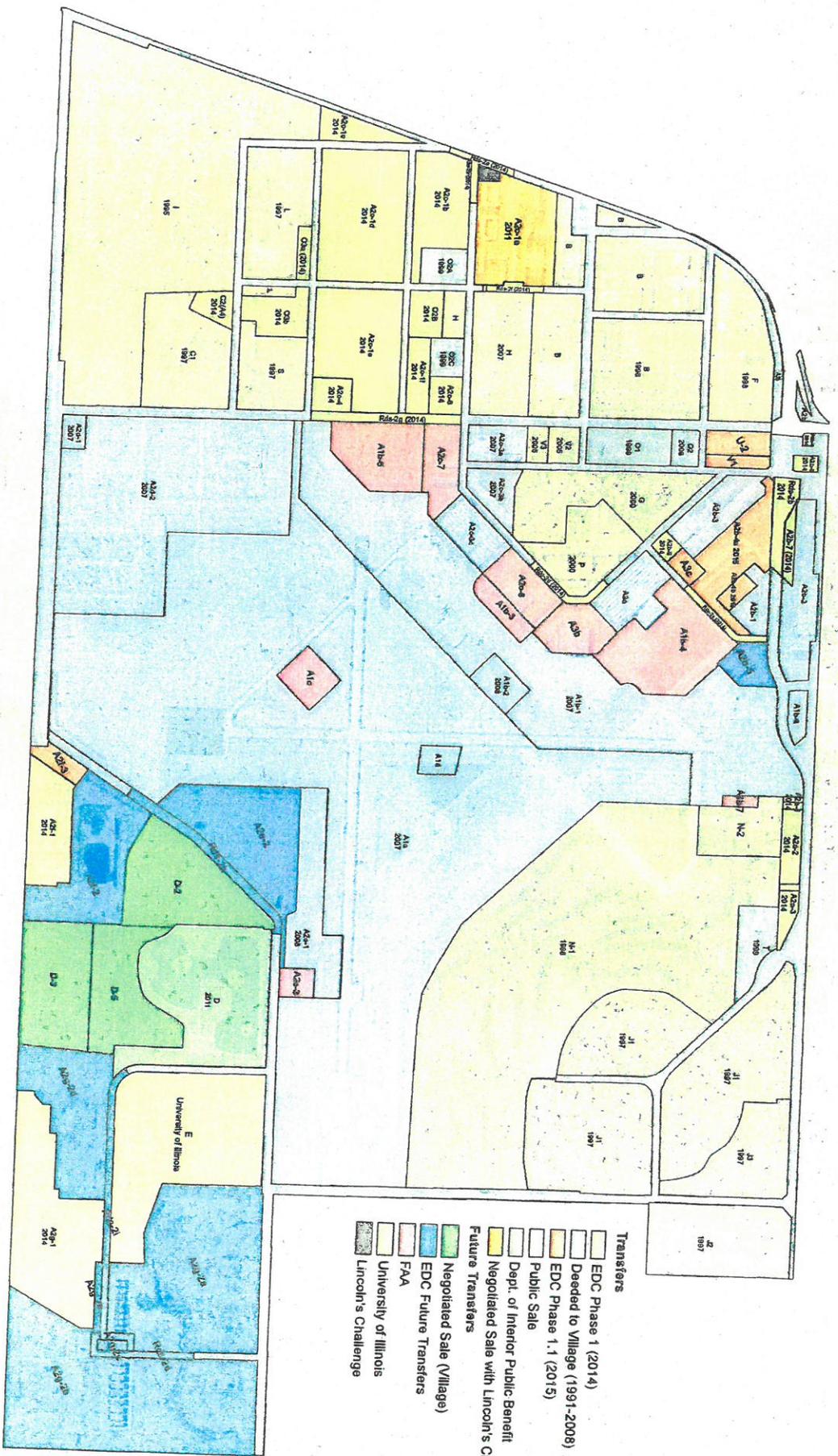
APPROVED this 9th day of May, 2017.

Charles Smith
Village President

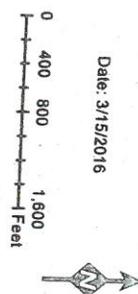


Chanute Parcels

FILED: 3/15/2016 Chanute Parcels Updated Parcel Map



- Transfers**
- EDC Phase 1 (2014)
 - Decided to Village (1991-2008)
 - EDC Phase 1.1 (2015)
 - Public Sale
 - Dept. of Interior Public Benefit
 - Negotiated Sale with Lincoln's Challenge
- Future Transfers**
- Negotiated Sale (Villages)
 - EDC Future Transfers
 - FAA
 - University of Illinois
 - Lincoln's Challenge



[space above reserved for recording information]

This instrument was prepared by:

Barry Steinberg
Kutak Rock LLP
1625 Eye Street NW, Suite 800
Washington, DC 20006

Please return this instrument to:

Barry Steinberg
Kutak Rock LLP
1625 Eye Street NW, Suite 800
Washington, DC 20006

ENVIRONMENTAL COVENANT

1. This Environmental Covenant is made this _____ day of _____, 2017, by and among the Village of Rantoul, IL and the Holders/Grantees further identified in paragraph 3 below pursuant to the Uniform Environmental Covenants Act, 765 ILCS Ch. 122 (UECA) for the purpose of subjecting the Property to the activity and use limitations described herein.
2. **Property and Grantor.**
 - A. **Property:** The real property subject to this Environmental Covenant is located at Former Chanute Air Force Base (AFB) in the Village of Rantoul, Champaign County, Illinois and is legally described in Appendix A, hereinafter referred to as the "Property".
 - B. **Grantor:** The Village of Rantoul, IL is the current fee owner of the Property and is the "Grantor" of this Environmental Covenant. The mailing address of the Grantor is 333 S. Tanner Street, P.O. Box 38, Rantoul, IL 61866.
3. **Holder (and Grantees for purposes of indexing).**
 - A. Illinois Environmental Protection Agency (EPA) is a "Holder" (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of Illinois EPA is 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276.
 - B. The Village of Rantoul, IL is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to UECA. The mailing address of the Village of Rantoul, IL is 333 S. Tanner Street, P.O. Box 38, Rantoul, IL 61866. Regardless of any future transfer of the Property, the Village of Rantoul, IL shall remain a Holder of this Environmental Covenant.

4. Agencies. The Illinois EPA and United States Air Force (“USAF”) are “Agencies” within the meaning of Section 2(2) of UECA. USAF has chosen and Illinois EPA has concurred in the environmental response project described in paragraph 5 below, and both Agencies may enforce this Environmental Covenant pursuant to Section 11 of UECA.

5. **Environmental Response Project and Administrative Record.**

A. This Environmental Covenant arises under an environmental response project as defined in Section 2(5) of UECA.

B. The Property is part of the Former Chanute AFB, Rantoul, IL undergoing environmental remediation pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C §§ 9601 et seq. Activity and use limitations are required under the plan for environmental remediation reflected in the following Record of Decision (ROD): *Record of Decision for Operable Unit (OU) 1 and OU-2: Landfill 1 (LF016); and OU-2: Landfill 2 (LF017), Landfill 3 (LF018), and Landfill 4 (LF019)*. Illinois EPA concurred with the ROD.

The ROD requires implementation and compliance with land activity and use limitations for portions of Former Chanute AFB Sites LF017 (Landfill 2) and LF018 (Landfill 3). These portions of LF017 and LF018, which constitute the Property, are described in Appendix A of this environmental covenant. The land activity and use limitations prevent unacceptable exposures to hazardous substances remaining at the Sites.

C. Grantor wishes to cooperate fully with the Agencies in the implementation, operation, and maintenance of all response actions at the Sites.

D. The Administrative Record for the environmental response project at the former Chanute AFB, Rantoul, Illinois is maintained at <http://afcec.publicadmin-record.us.af.mil/Search.aspx>. Persons may also contact the Freedom of Information Action (FOIA) Officer, Illinois EPA, Bureau of Land, #24, 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276 for the Administrative Record or other information concerning the Site.

6. **Grant of Covenant. Covenant Runs With The Land.** Grantor creates this Environmental Covenant pursuant to UECA so that the Covenant Activity and Use Limitations and associated terms and conditions set forth herein shall “run with the land” in accordance with Section 5(a) of UECA and shall be binding on Grantor, its heirs, successors and assigns, and on all present and subsequent owners, occupants, lessees or other person acquiring an interest in the Property.

7. **Activity and Use Limitations.** The following Activity and Use Limitations apply to the use of the Property:

A. **Institutional Controls (ICs) to Prohibit Groundwater Use:**

- Grantor covenants and agrees that it will not extract groundwater from the property for any purpose other than remediation or monitoring.
- Grantor covenants and agrees that it will not conduct or allow others to conduct activities that would cause disturbance of any equipment or systems associated with groundwater remediation or monitoring.

- Grantor covenants and agrees that it will not conduct or allow others to conduct activities that would limit access to any equipment or systems associated with groundwater remediation or monitoring.
- Grantor covenants and agrees that it will not conduct or allow others to conduct activities that would cause disturbance to soil within the IC boundaries without first providing notification to Illinois' Joint Utility Locating Information for Excavators (JULIE) and obtaining approval from the USAF for those activities.

B. ICs to Prevent Residential Use, 24-Hour Occupancy, and the Housing of Sensitive Subpopulations

- Grantor shall not use existing buildings or construct new buildings for any of the following uses: residential uses; occupancy on a 24-hour basis; and uses to house, educate or provide care for children, the elderly, the infirm, or other sensitive subpopulations.
- Grantor shall not dispose off-site any soil without proper characterization and waste disposal per applicable Illinois EPA and USEPA regulations.

C. ICs to Maintain Landfill Cap Integrity

- Grantor shall not allow any activity that may impact effectiveness and integrity of the multilayered landfill caps.
- Grantor shall maintain access restrictions to the landfill caps.

D. ICs to Prevent Access

- Grantor shall not disturb the fences and locked gates that surround the Property.
- Grantor shall not disturb or remove the "Danger: Unauthorized Personnel Keep Out" signs that are on the fences and gates that surround the Property.

8. Right of Access. Grantor consents to officers, employees, contractors, and authorized representatives of the Holders, Illinois EPA, and USAF entering and having continued access at reasonable times to the Property for the following purposes:

A. Implementing, operating and maintaining the environmental response project described in paragraph 5 above;

B. Monitoring and conducting periodic reviews of the environmental response project described in paragraph 5 above including without limitation, sampling of air, water, groundwater, sediments and soils;

C. Verifying any data or information submitted to the USAF or Illinois EPA by Grantor and Holders; and

D. Verifying that no action is being taken on the Property in violation of the terms of this instrument, the environmental response project described in paragraph 5 above or of any federal or state environmental laws or regulations;

Nothing in this document shall limit or otherwise affect the USAF's and Illinois EPA's rights of entry and access or the USAF and Illinois EPA's authority to take response actions

under CERCLA, the National Oil and Hazardous Substances Contingency Plan, Resource Conservation and Recovery Act or other federal and state law.

9. **Reserved Rights of Grantor**: Grantor hereby reserves unto itself, its successors, and assigns, including heirs, lessees and occupants, all rights and privileges in and to the use of the Property that are not incompatible with the activity and use limitations identified herein.

10. **No Public Access and Use**: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

11. **Future Conveyances, Notice and Reservation**:

A. Grantor, its heirs, successors and assigns, and all present and subsequent owners, or other person acquiring an interest in the Property, agree to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases, easements and mortgages, a notice and reservation which is in substantially the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AND GRANTOR SPECIFICALLY RESERVES THE ENVIRONMENTAL COVENANT EXECUTED UNDER THE UNIFORM ENVIRONMENTAL COVENANTS ACT (UECA) AT 765 ILCS CH. 122 RECORDED IN THE OFFICIAL PROPERTY RECORDS OF CHAMPAIGN COUNTY, ILLINOIS ON _____ AS DOCUMENT NO. _____, IN FAVOR OF AND ENFORCEABLE BY GRANTOR AS A UECA HOLDER, USAF AS AN AGENCY, AND THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AS A UECA HOLDER.

B. Grantor agrees to provide written notice to Illinois EPA and USAF within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new owner in fee, and the portion of the Property conveyed to that owner.

12. **Enforcement and Compliance**.

A. **Civil Action for Injunction or Equitable Relief**. This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 8. Such an action may be brought individually or jointly by:

- i. Illinois EPA;
- ii. the Holders of the Environmental Covenant; or,
- iii. USAF.

B. **Other Authorities Not Affected. No Waiver of Enforcement**. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. In addition, nothing in this Environmental Covenant affects the USAF's or Illinois EPA's authority to enforce a consent order, consent decree or other settlement agreement entered into by the USAF or Illinois EPA. Enforcement of the terms of this instrument shall be at the discretion of the Holders, the USAF, and Illinois EPA and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this

instrument shall not be deemed to be a waiver by the Holders, the USAF, or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, USAF, or Illinois EPA.

C. **Former Owners And Interest Holders Subject to Enforcement.** A fee owner, or other person that holds any right, title or interest in or to the Property subsequent to the effective date of this Environmental Covenant remains subject to enforcement with respect to any violation of this Environmental Covenant by the owner or other person, which occurred during the time when the owner or other person was bound by this Environmental Covenant regardless of whether the owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person. This paragraph shall not apply to the USAF, which is subject to enforcement as a former owner solely under the provisions of CERCLA.

13. **Waiver of certain defenses:** This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in Section 9 of UECA.

14. **Representations and Warranties:** Grantor hereby represents and warrants to the Illinois EPA, the USAF and any other signatories to this Environmental Covenant that at the time of execution of this Environmental Covenant; (i) the Grantor is lawfully seized in fee simple of the Property to the extent acquired through a quitclaim deed from the USAF; (ii) the Grantor has a good and lawful right and power to sell and convey it or any interest therein; (iii) the Property is free and clear of encumbrances, except those noted on **Appendix B [or which otherwise survive]**; and (iv) the Grantor will forever warrant and defend the title to the Property as it may have and the quiet possession thereof. Grantor will provide a recorded copy of this Environmental Covenant to all holders of record of the encumbrances including those entities noted on **Appendix B.**

15. **Amendment or Termination.** This Environmental Covenant may be amended or terminated by consent only if the amendment or termination is signed by the Illinois EPA and the USAF, and the current owner of the fee simple of the Property, unless waived by the Agencies. If Grantor no longer owns the Property at the time of proposed amendment or termination, Grantor waives the right to consent to an amendment or termination of the Environmental Covenant. An amendment or termination of this agreement may be required, for example, if the level of contamination at a portion of or the entire site were to meet revised residential standards for cleanup, or if a portion of or the entire site was cleaned up to meet unrestricted use standards. Amendment or termination may apply to a portion of or the entire site.

16. **Notices:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Village of Rantoul, IL
Village President
333 S. Tanner Street, P.O. Box 38,
Rantoul, IL 61866

To USAF:

AFCEC/CIB
2261 Hughes Avenue, Suite 155
Joint Base San Antonio Lackland, TX 78236-9853

To Illinois EPA:

Illinois Environmental Protection Agency
Attn: Uniform Environmental Covenant Counsel
1021 N. Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

17. **Recording and Notice of Environmental Covenant, Amendments and Termination.**

A. The Original Environmental Covenant. An Environmental Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the property that is the subject of the Environmental Covenant is located. Within 30 days after the Illinois EPA and the USAF (whichever is later) sign and deliver to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the County Recorder or Registrar of Titles for the County in which the Property is located.

B. Termination, Amendment or Modification. Within 30 days after Illinois EPA and the USAF (whichever is later) sign and deliver to Owner any termination, amendment or modification of this Environmental Covenant, the Owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located.

C. Providing Notice of Covenant, Termination, Amendment or Modification. Within 30 days after recording this Environmental Covenant, the Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. Illinois EPA;
- ii. USAF;
- iii. each person holding a recorded interest in the Property, including those interests in **Appendix B** (if the address of the person is stated in the recorded instrument);
- iv. each person in possession of the Property; and

- v. each political subdivision in which the Property is located.

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the Owner shall transmit a copy of the document in recorded form to the persons listed in items i to v above.

18. Compliance and Compliance Reporting. The Owner shall submit to Illinois EPA reports that include confirmation of compliance with the Activity and Use Limitations provided in Paragraph 7. The Owner shall notify Illinois EPA and USAF as soon as practicable, of any actions or conditions that would constitute a breach of the Activity and Use Limitations contained in Paragraph 7 or any other action that may interfere with the effectiveness of the Activity and Use Limitations. The Owner shall address such actions or conditions as soon as practicable, but in no case will the process be initiated later than ten (10) days after the Owner has become aware of the breach. Additionally, the Owner is required to submit to Illinois EPA, on an annual basis on the date of recording of this instrument, the following certification statement:

"I certify under penalty of law that the specific Activity and Use Limitations identified in Paragraph 7 of the Uniform Environmental Covenant for [SUBJECT PROPERTY] remain in place. I am aware that any person who knowingly makes a false, fictitious, or fraudulent material statement to the Illinois EPA, either orally or in writing, commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony (415 ILCS 5/44(h)(8))."

19. General Provisions:

A. Controlling law: This Environmental Covenant shall be construed according to and governed by the laws of the State of Illinois and the United States of America.

B. Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

D. Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

E. Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

20. Effective Date. This Environmental Covenant is effective on the date of acknowledgement of the signature of the Illinois EPA and the USAF, whichever is later.

21. **List of Appendices:** The appendices referenced below are incorporated **in** to this Environmental Covenant by this reference.

Appendix A – Legal Description and map of the Property
Appendix B – List of Recorded Encumbrances

[Signature Pages follow]

THE UNDERSIGNED REPRESENTATIVE OF THE GRANTOR REPRESENTS AND CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS ENVIRONMENTAL COVENANT.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED ON THE DATES INDICATED BELOW:

FOR THE GRANTOR:

The Village of Rantoul, IL

By: _____ (signature)
Charles Smith
Village President

State of Illinois)
) SS.
County of Champaign)

On _____, 20____, this instrument was acknowledged before me by, CHARLES SMITH, Village President of the Village of Rantoul, Illinois.

_____(signature)
Notary Public
My Commissioner Expires _____

FOR THE HOLDERS/GRANTEES:

The Illinois Environmental Protection Agency

By: _____ (signature)

Alec Messina
Director

State of Illinois)
)SS.
County of)

This instrument was acknowledged before me on _____, 20____, by ALEC MESSINA, Director of the Illinois Environmental Protection Agency, a state agency, on behalf of the State of Illinois.

_____ (signature)
Notary Public
My Commission Expires _____

FOR THE UNITED STATES AIR FORCE

THE UNITED STATES OF AMERICA, acting by
and through the Secretary of the Air Force

BY:

STEPHEN G. TERMAATH
Chief, BRAC Program Management Division
Installations Directorate
Air Force Civil Engineer Center

STATE OF TEXAS

§

COUNTY OF BEXAR

§

§

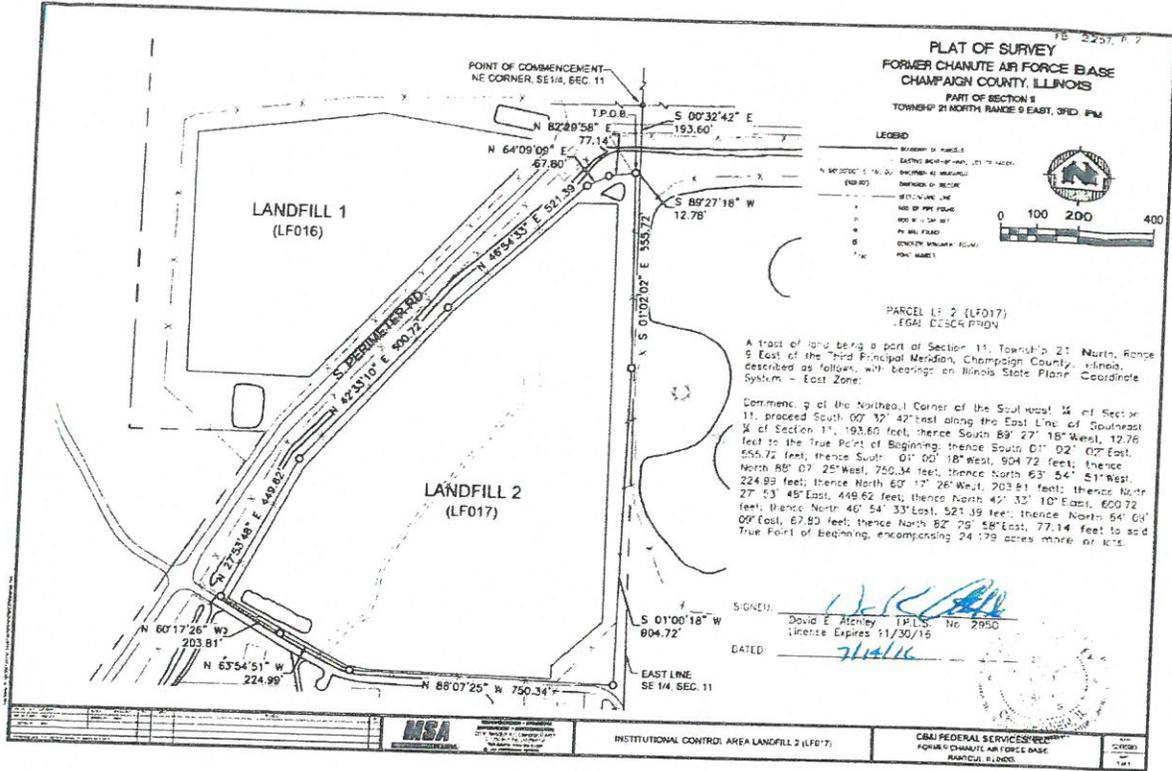
Before me, a Notary Public, on this day personally appeared STEPHEN G. TERMAATH, Chief, BRAC Program Management Division, Installations Directorate, Air Force Civil Engineer Center, on behalf of The United States of America, acting by and through the Secretary of the Air Force, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____,
2017.

Notary Public, State of Texas

Commission Expiration Date:

Appendix A
Legal Description of the Property
 Landfill #1 Pin 200911100001
 Landfill #2 Pin 200911400002



Appendix B
List of Recorded Encumbrances

[This appendix should be a list of the documents that grant encumbrances and must provide the recording information for the listed documents.]

1. Quitclaim Deed (Parcel(s) D2, D3, and D5 at the Former Chanute Air Force Base, Illinois), effective as of _____, 2017, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Base Closure and Realignment Act of 1988, Pub. L. No. 100-526, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the VILLAGE OF RANTOUL, a municipality duly authorized and existing under the constitution and laws of the State of Illinois, and recorded in [Volume] _____, [Page] _____, of the [Real Property] Records of Champaign County, Illinois.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Fourth Amendment Sales & Lease Agreements for 735, 801 & 909 Pacesetter Dr. (Hangars 1, 2 & 3) and 1 Aviation Center Drive	DEPARTMENT: Public Works - Airport
AGENDA SECTION:	AMOUNT: <u>\$5,450,000.00 Total</u> \$5,150,000.00 Hangars 1, 2 & 3) & 1 Aviation \$300,000.00 Hangar 4 (with incentive rebate)
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: September 25, 2018

SUMMARY HIGHLIGHTS:

This Agenda Item provides for an amendment to the sales agreement and initial lease agreement of the properties at 735, 801 & 909 Pacesetter Dr. (Hangars 1, 2 & 3) and 1 Aviation Center Dr. (Building 20). The buyer has expressed an interest in a fifth (5th) property, which is located at 1011 Pacesetter Dr. (Grissom Hall / Hangar 4). The offer is to purchase the property for \$2,750,000 with an economic incentive rebate of \$2,450,000.00. The Village possesses this properties' deed, but will still need to navigate the Federal Aviation Administration (FAA) release process. This property will also be included in the master lease agreement.

RECOMMENDED ACTION: Authorize the approval of the Fourth Amended Sales & Lease Agreement to include 1011 Pacesetter Drive (Grissom Hall / Hangar 4) for the purchase price of \$2,750,000.00 with an economic incentive rebate of \$2,450,000.00.

DEPARTMENT HEAD APPROVAL: Eric Vences <i>EV</i> G. Gregory Hazel, P.E. <i>[Signature]</i>	VILLAGE ADMINISTRATOR: Rick Snider <i>[Signature]</i>
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AGENDA PAGE NUMBER:



Village of Rantoul Department of Economic Development HANGAR 4

Hangar 4 Details

SQUARE FOOTAGE	218,000 SF
LOW BAY	159,000 SF, 14 FT Ceilings
HIGH BAY	59,000 SF, 40 FT Ceiling
CEILING HEIGHT	14 FT – 40 FT
ACREAGE	11.2 Acres
RAIL SERVICE	No
DOCK DOORS	No
DRIVE-IN DOORS	1 vertical door (14' x 20') and 1 horizontal (120' x 29')
ELECTRICAL POWER	
PRIMARY SERVICE	CIRCUIT 906
SECONDARY SERVICE	120/208 VOLTS
ZONING	CR2
FIRE SUPPRESSION	No
APPROXIMATE YEAR BUILT	1941
FOR LEASE	Yes
TERMS	Negotiable
DATE AVAILABLE	May 2016

CONTACT INFORMATION

Rune Duke
Airport Manager
6 Aviation Drive
Rantoul, IL 61866
Ph: (217) 892-6895

Diane Shields
Administrative Assistant
601 S. Century Blvd.
Rantoul, IL 61866
Ph: (217) 892-6881
Fx: (217) 892-6890

LOCATION HANGAR 4

1011 Pacesetter Drive
Rantoul, IL 61866



See more at myrantoul.com

- REFERENCE -

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
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ITEM: Third Amendment Sales & Lease Agreements for 735, 801 & 909 Pacesetter Drive (Hangars 1, 2 & 3) and 1 Aviation Center Drive	DEPARTMENT: Public Works- Airport
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: August 29, 2018
SUMMARY HIGHLIGHTS: This Agenda item provides for an amendment to the sales agreement and initial lease agreement of the properties at 735, 801 & 909 Pacesetter Drive (Hangars 1, 2 & 3) and 1 Aviation Center Dr. (Building 20) to extend the contingency period for release until February 28, 2019. Recent developments (staffing changes) may require additional time to complete the release process at the State and Federal levels. While Village staff continues to press for completion of each step in the release process, extending the contingency period for Federal Aviation Administration (FAA) release to February 28, 2019 will allow ample time to complete the process. The purchaser is also in agreement to this amendment in order that the agreements remain in good standing contractually per section 1.4 Contingency of Agreement that outlines the FAA release and expected release dates.	
RECOMMENDED ACTION: Authorize the approval of the Third Amended Sales & Lease Agreement to extend the contingency period for FAA release to February 28, 2019.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Eric Vences	VILLAGE ADMINISTRATOR: Rick Snider
AGENDA PAGE NUMBER: 1	

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM	PAGE _____ OF _____
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ITEM: Second Amendment to the Sales Agreement for 735, 801 & 909 Pacesetter Drive (Hangars 1, 2 & 3) and 1 Aviation Center Drive	DEPARTMENT: Public Works - Airport
AGENDA SECTION:	AMOUNT: \$12,129.18
ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: July 31, 2018
SUMMARY HIGHLIGHTS: <p>This Agenda item provides for an amendment to the sales agreement for the properties at 735, 801 & 909 Pacesetter Drive (Hangars 1, 2 & 3) and 1 Aviation Center Drive (Building 20). The purchaser, Mr. John Van der Velde, has requested a timeline extension for funding the escrow account and completing his due diligence from September 9, 2018 to September 25, 2018 and to receive a proration of the rent in the amount of \$12,129.18. The attached Coldwell Banker letter outlines the background and parameters of these requests.</p> <p>The extension of the timeline will also provide additional time to complete the Federal Aviation Administration (FAA) release process.</p>	
RECOMMENDED ACTION: Authorize the approval of the Second Amendment to the Sales Agreement to extend both the due diligence period and the timeline to fund the escrow account from September 9, 2018 to September 25, 2018, and authorize a proration of rent in the amount of \$12,129.18.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Eric Vences EV	VILLAGE ADMINISTRATOR: Rick Snider
AGENDA PAGE NUMBER: 1	



COLDWELL BANKER COMMERCIAL
DEVONSHIRE REALTY
Mailing Address: P. O. Box 140
201 W. Springfield, 11th Floor
Champaign, IL 61824-0140
(217) 352-7712 OFFICE
(217) 403-3440 FAX
email: AJT@CBCDR.COM

August 1, 2018

Eric Vence
Via email: EVences@village.rantoul.il.us

Re: Second Amendment to PSA

Dear Eric:

Upon a conversation with the buyer of 1 Aviation Dr., Hangar 1, Hangar 2, and Hangar 3, they have requested the following to be amended in the Second Amendment to PSA:

- Section 1.3 Due Diligence
 - o Subsection a
 - The buyer would like this date to be concurrent with section 1.3 (d) (to be amended below)
 - o Subsection d
 - The buyer would like to change the date at which the funding of the escrow to be September 25th, 2018. This comes after speaking with their bank.
- Section 3.2 Proration of Rents ✓
 - o The buyer has requested that an additional payment of rent be wired to them upon the agreeance and execution of the amendment. This payment would be for July at a total of \$12,129.18 and bring the total amount of prepaid rent to \$24,258.36.
 - This would be under the same terms and conditions as before in which would be refunded if the buyer is unable to close or be credited back to seller at the time of close.
- **As of July 23, 2018 in a conversation with the buyer of the property, if the amendment is not voted on and approved, they intend to walk away from the project and cancel the contract.**

If you could please present this to the board for their review and vote, that would be greatly appreciated. If you have any additional questions, please let me know.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Eric Vence'.

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM PAGE 1 OF

ITEM: First Amendment Sales & Lease Agreements for 735, 801, 909 Pacesetter Drive (Hangars 1, 2, & 3) and 1 Aviation Center Drive DEPARTMENT: Public Works - Airport

AGENDA SECTION: AMOUNT: \$5,150,000.00

ATTACHMENTS: DATE: May 4, 2018
() ORDINANCE
() RESOLUTION
(X) OTHER (See Summary Highlights)
(X) SUPPORTING DOCUMENTS

SUMMARY HIGHLIGHTS:
This Agenda item provides for an amendment to the sales agreement and an initial lease agreement of the properties at 735, 801 & 909 Pacesetter Dr. (Hangars 1, 2 & 3). The amended sales contract will include 1 Aviation Center Drive (Building 20) at a purchase price of \$1,750,000.00 bringing the total sale price of the four (4) properties to \$5,150,000.00.

The inclusion of this property into the sales agreement will expand funding opportunities for future aviation related projects. Historically, 1 Aviation Center Drive has offered a steady revenue stream to the Airport, however, in October of 2017 the lease revenue decreased as a portion of the building became unoccupied. The proceeds from this sale will be earmarked for future Airport capital improvement projects as typically outlined in the Five (5) year Transportation Improvement Plan (TIP).

RECOMMENDED ACTION: Authorize the approval of the First Amended Sales Agreement and providing for the inclusion of 1 Aviation Center Drive (Building #20) as part of the sale bringing the total sale price of the four (4) properties to \$5,150,000.00 and the approval of an associated Lease Agreement.

DEPARTMENT HEAD APPROVAL:
G. Gregory Hazel, P.E. 
Eric Vences

VILLAGE ADMINISTRATOR:
Rick Snider

AGENDA PAGE NUMBER:

Village of Rantoul

Hangar Plat

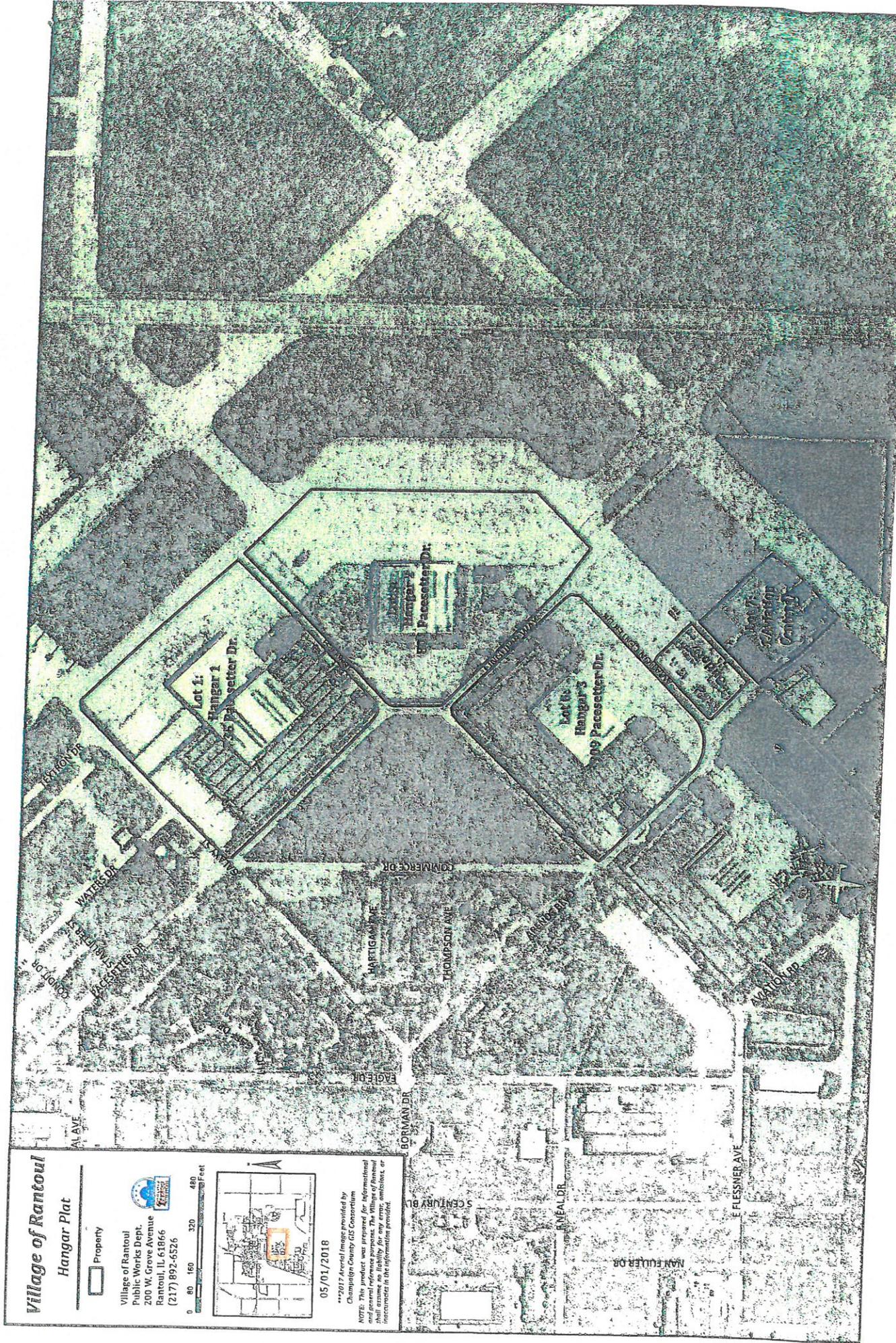


Village of Rantoul
Public Works Dept.
200 W. Grove Avenue
Rantoul, IL 61866
(217) 892-6526



05/01/2018

***2017 Aerial Image provided by
Champaign County GIS Consortium
NOTE: This product is provided for informational
and general reference purposes. The information
shall assume no liability for any errors, omissions, or
inaccuracies in the information provided.



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
ITEM: Sale of properties at 735, 801 & 909 Pacesetter Drive (Hangars 1, 2 & 3)	DEPARTMENT: Public Works - Airport
AGENDA SECTION:	AMOUNT: \$3,400,000.00
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: February 27, 2018
SUMMARY HIGHLIGHTS: <p>This Agenda Item provides for the sale of the properties at 735 Pacesetter Drive (Hangar 1), 801 Pacesetter Drive (Hangar 2), and 909 Pacesetter Drive (Hangar 3) in the amount of \$3,400,000.00. These properties have been utilized by numerous entities over the years including Rantoul Products, Bell Sports & Donco in Hangar 1; I & I in Hangar 2; and Bell Sports and others in Hangar 3. While the leasing options have become more limited in recent years, since early 2016 Coldwell Banker Devonshire Realty has been marketing (for sale or lease) these properties on behalf of the village.</p> <p>The party seeking to buy these properties is Mr. John Van Der Velde, who has tenants in mind for these facilities, which includes a Bio Engineering Technology company. The buyer will undertake the necessary renovations and improvements for these buildings.</p> <p>These properties are currently within the Airport's footprint and once the final deeds for Hangars 2 and 3 are received from the Air Force, a release by the Federal Aviation Authority (FAA) will be required to fully complete the sale process. The proceeds from this sale will be earmarked for future Airport capital improvement projects as outlined in the five (5) year Transportation Improvement Plan (TIP).</p>	
RECOMMENDED ACTION: Authorize the approval of the sale of 735 Pacesetter Drive (Hangar 1), 801 Pacesetter Drive (Hangar 2), and 909 Pacesetter Drive (Hangar 3) in the amount of \$3,400,000.00.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Eric Vences	VILLAGE ADMINISTRATOR: Rick Snider
AGENDA PAGE NUMBER:	

Village of Rantoul Airport Plat



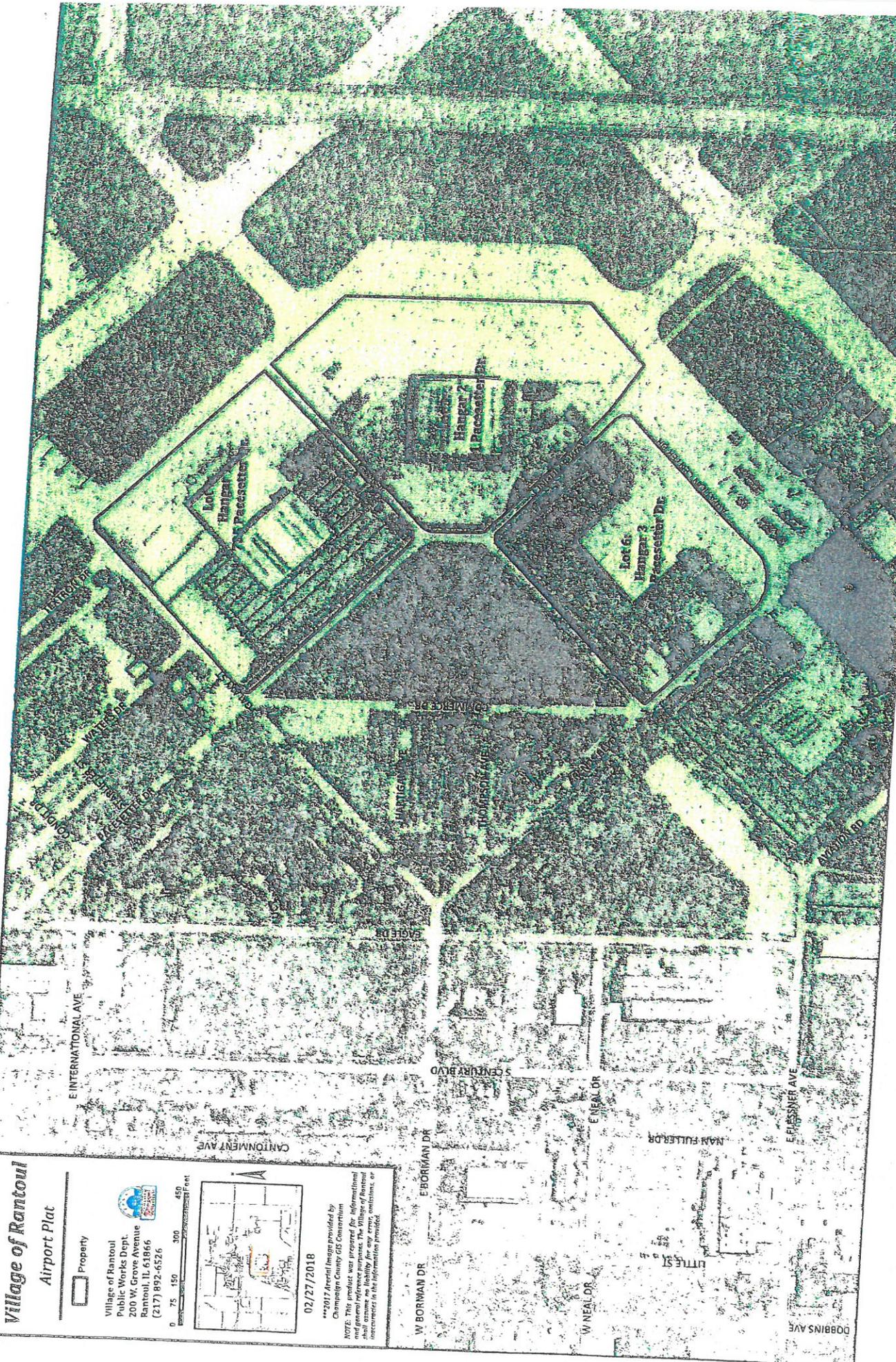
Village of Rantoul
Public Works Dept.
200 W. Grove Avenue
Rantoul, IL 61866
(217) 892-6526



02/27/2018

***2017 Aerial Image provided by
Campania County GIS Consortium

NOTE: This product was prepared for informational
and general reference purposes only. The Village of Rantoul
shall assume no liability for any errors, omissions, or
inaccuracies in the information provided.



AGREEMENT FOR SALE OF REAL ESTATE
(~~SECOND~~ AMENDED AND RESTATED)

THIRD

BY AND BETWEEN THE

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
AS SELLER

AND

JOHN VAN DER VELDE,
AS BUYER

DATED AS OF AUGUST 1, 2018

AGREEMENT FOR SALE OF REAL ESTATE
(SECOND AMENDED AND RESTATED)

THIS AGREEMENT FOR SALE OF REAL ESTATE (FIRST AMENDED AND RESTATED), including Exhibit A, which is attached hereto and made a part hereof (collectively, this "**Agreement**"), is dated for reference purposes only as of August 1, 2018, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation, as Seller ("**Seller**") and John Van Der Velde, an individual of Los Angeles, California, as Buyer ("**Buyer**"). For the purposes of this Agreement, the term "**Parties**" is sometimes used to refer to and identify both Seller and Buyer collectively. This Agreement shall become effective upon the date of its actual execution by the last of the Parties hereto as set forth on the signature page hereof (the "**Effective Date**").

RECITALS

NOW, THEREFORE, for and in consideration of the mutual covenants and agreement contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I
SALE AND PURCHASE

Section 1.1. Real Estate Description. Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as 735, 801 and 909 Pacesetter Drive ("**Hangars 1, 2 and 3**") and 1 Aviation Center Drive ("**1 Aviation**"), Rantoul, Illinois, which are more particularly depicted on Exhibit A attached hereto and made a part hereof (collectively, the "**Real Estate**"), together with all improvements and appurtenances thereon, (the Real Estate and any such improvements being, collectively, the "**Premises**"), upon the terms and conditions set forth in this Agreement.

Section 1.2. Purchase Price. Buyer agrees to pay to Seller \$5,150,000.00 as the total purchase price for the Premises. Such total purchase price, adjusted by prorations and credits allowed the Parties by this Agreement, shall be paid to Seller at closing from the Escrow Account described in Section 1.3(d) below in cash, by cashier's check or other form of payment acceptable to Seller.

Section 1.3. Due Diligence.

(a) Until September 25, 2018 (the "**Due Diligence Period**"), Buyer and his agents and representatives shall be entitled to conduct an inspection of the Premises, which may include, but shall not be limited to, the rights to (1) enter on the Premises to perform inspections and tests, including, but not limited to, inspection, evaluation and testing of the heating, ventilation and air-conditioning systems and all components thereof, the roof of the buildings, the parking lots, all structural and mechanical systems within the buildings, including, but not limited to, sprinkler systems, power lines and panels and plumbing; (2) inspect leases and all other contracts, agreements, documents and environmental reports in the possession or control of Seller relating to the Premises, copies of which shall be provided to Buyer by Seller to the extent in Seller's possession or control; and (3) make investigations with regard to zoning, environmental, building code and other legal requirements, including, but not limited to, an environmental assessment. If Buyer, in its sole and absolute discretion, determines that the results of any inspection, test or

examination do not meet Buyer's criteria for purchase or operation of the Premises in the manner contemplated by Buyer, or if Buyer, in his sole discretion, otherwise determines that the Premises are unsatisfactory to him, then Buyer may terminate this Agreement by written notice to Seller, given not later than the last day of the Due Diligence Period. Upon such termination, and, except as otherwise provided in this Section, neither of the Parties shall have any further liability to the other hereunder. In the event Buyer fails to notify Seller of his intent to terminate this Agreement prior to the expiration of the Due Diligence Period, Buyer's right to terminate this Agreement shall be waived and become null and void.

(b) All inspections, investigations, tests, examinations and appraisals required by Buyer under this Section shall be at Buyer's expense unless otherwise expressly provided in this Agreement.

(c) Neither Buyer, nor any of his agents or representatives, shall damage the Premises or any portion thereof, except for any immaterial damage caused by environmental and other tests, all of which shall promptly be repaired by Buyer at Buyer's sole cost and expense. Buyer agrees to indemnify and defend Seller and hold Seller harmless from any and all claims, demands, actions, lawsuits, damages and costs, including reasonable attorneys' fees, arising out of any act or omission of Buyer, or its agents and/or representatives, in connection with Buyer's due diligence review. The foregoing obligation shall survive the closing of this transaction and any termination of this Agreement.

(d) On or before September 25, 2018, the Buyer shall deposit the \$5,150,000 purchase price by certified or cashier's check or wire transfer in an escrow account (the "Escrow Account") with Chicago Title and Trust Company, Champaign, Illinois (the "Title Company") administered in accordance with an Escrow Agreement with the Title Company (the "Escrow Agreement"). Upon fully funding the Escrow Account, Buyer waives any right to terminate this Agreement under this Section 1.3(a) and any other contingency under this Agreement except for matters pertaining to title of the Premises under Section 2.2 hereof. Buyer shall direct all investments in the Escrow Account in the manner provided in the Escrow Agreement and shall be entitled to receive all investment earnings thereon.

Section 1.4. Contingency of Agreement. This Agreement is contingent upon Seller being expressly authorized by the Federal Aviation Administration (the "FAA") to sell and convey the Premises to a third party purchaser. In the event that Seller has been unable to obtain such authorization from the FAA on or before ~~September 25, 2018~~, this Agreement shall be deemed null and void and of no force and effect and neither Seller nor Buyer shall have any obligation or liability with respect thereto.

FEBRUARY 28, 2019

Section 1.5. Possession and Closing. Seller shall deliver possession of the Premises to Buyer at the time of the closing of this transaction (the "Closing") which shall occur fifteen (15) days after the last day of the Due Diligence Period described in Section 1.3 of this Agreement above, or after satisfaction of the contingency described in Section 1.4 of this Agreement above, whichever occurs last (the "Closing Date"), at the office of the Title Company in Champaign, Illinois. Provided, however, that in the event that the Closing Date does not occur on or before September 25, 2018, this Agreement shall be deemed null and void in accordance with Section 1.4 above. All keys, combinations and other similar items required to properly deliver possession and control of the Premises not previously delivered to Buyer shall be delivered to Buyer at Closing.

ARTICLE II TITLE MATTERS

Section 2.1. Evidence of Title. Within a reasonable time after the Effective Date, Seller shall deliver to Buyer a Commitment for Title Insurance issued by the Title Company committing the Title Company to issue a title policy in the usual form insuring title to the Premises in the name of Buyer for the amount of the purchase price. Buyer shall be responsible for payment of the Owner's premium and Seller's search charges. The balance of the cost of providing title insurance shall also be borne by Buyer.

Section 2.2. Exceptions to Title.

(a) Permissible exceptions to title shall include the following (the "**Permitted Exceptions**"): the lien of general taxes and special assessments, if any; zoning laws and building codes and ordinances; easements (apparent or of record) which do not underlie any buildings; and covenants and restrictions of record which are not violated by the existing improvements or the present uses of the Premises and which do not restrict reasonable use of the Premises; all existing leases for all or any part of the Premises (the "**Existing Leases**"); and all applicable covenants and restrictions contained in the following: (i) that certain Airport Phase I Quit Claim Deed dated July 12, 2007 from the United States of America, acting by and through the Secretary of the Air Force (the "**Government**"), to the Village of Rantoul for Hangar 1 (the "**Hangar 1 Quit Claim Deed**"); (ii) that certain Airport Phase II Quit Claim Deed dated July 23, 2007 from the Government to the Village for 1 Aviation (the "**1 Aviation Deed**"); and (iii) that certain Quit claim Deed to be delivered to Seller from the Government for Hangars 2 and 3 (the "**Hangars 2 and 3 Quit Claim Deed**"), copies of which Existing Leases, Hangar 1 Quit Claim Deed and 1 Aviation Deed have been provided to or otherwise been made available to the Buyer and a copy of which Hangars 2 and 3 Quit Claim Deed shall be provided to Buyer within ten (10) business days after delivery thereof from the Government to Seller.

(b) Except for the Permitted Exceptions, Seller agrees that it will not further encumber the Real Estate in any manner that will affect title to the Real Estate.

(c) If title evidence discloses exceptions other than the Permitted Exceptions, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by paying the amount due at or prior to the Closing. If Seller is unable to cure any such exception, then this Agreement may be terminated in the sole discretion of Buyer.

Section 2.3. Special Warranty Deed; Other Deliveries.

(a) Prior to the Closing, Seller or Seller's attorney shall prepare and Seller shall execute a recordable Special Warranty Deed sufficient to convey the Real Estate to Buyer or its nominee, in fee simple absolute, subject only to the Permitted Exceptions. Such executed Special Warranty Deed shall be delivered to Buyer at the Closing of this transaction upon compliance with the terms of this Agreement.

(b) Upon Buyer's request at any time during the Due Diligence Period, Seller shall deliver to Buyer the following:

- (i) the form of the Special Warranty Deed and copies of all originals of the Existing Leases and any other contracts, licenses, permits and agreements pertaining to the Premises to the extent not previously delivered to Buyer under Section 1.3(a)(2) above;
- (ii) the form of Seller's assignment to Buyer of all of Seller's interest in the Existing Leases and all rent payable thereunder; and
- (iii) appraisals for each of the Premises.

Buyer shall have the right during the Due Diligence Period to approve each of the items described in parts (i) and (ii) above.

ARTICLE III

PRORATIONS, REPRESENTATIONS AND OTHER OBLIGATIONS

Section 3.1. Authority. Each of the Parties represents and warrants, as of the date of execution of this Agreement and as of the Closing (i) that it or they have legal right, power and authority to execute and fully perform its or their obligations under this Agreement and (ii) that the persons executing this Agreement and other related documents required hereunder are authorized to do so. The representations and warranties given by each of the Parties in this Section 3.3 shall survive the Closing.

Section 3.2. Proration of Rents. The proration of rents derived from the Existing Leases shall be prorated as of the day prior to the Commencement Date (as defined in the Existing Leases), with Seller being entitled to all such rent paid or owned to Seller prior to the Commencement Date (as defined in the Existing Leases) and Buyer being entitled to all rent accruing on and after the Commencement Date (as defined in the Existing Leases); provided, however, that Buyer shall be entitled to receive the rent for Hangar 1 payable to the Village for the months of May and June, 2018 in the amount of \$12,129.18 per month, with the payment for May, 2018 having been previously made by the Seller and the payment for June, 2018 Seller agrees to pay to Buyer on the Effective Date of this Agreement. Buyer agrees to repay to Seller the total amount paid for both months of May and June, 2018, in the event Closing does not occur.

Section 3.3. Taxes and Assessments. All real estate taxes accruing from and after the Commencement Date as provided in the Lease shall be paid by Buyer. All special assessments which are a lien upon the Real Estate as of the Effective Date of this Agreement shall be Seller's expense. Such special assessments shall constitute a credit to Buyer against the purchase price and shall release Seller from any further liability to Buyer in connection therewith.

Section 3.4. Casualty and Condemnation. If, prior to the Closing, all or any portion of the Premises is damaged by fire or other natural casualty (collectively "**Damage**"), or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (collectively "**Condemnation**"), then the provisions of Sections 7.5 or 7.6 of the Lease shall apply.

Section 3.5. Realtor Commission. Buyer agrees to pay at Closing or to reimburse Seller for such part of the real estate commission otherwise payable by Seller that is attributable to the sale of 1 Aviation in an amount equal to four percent of the \$1,750,000 sales price of 1 Aviation.

ARTICLE IV DEFAULT

Section 4.1. Default. The failure of either of the Parties to timely perform any obligation or condition contained in this Agreement shall constitute a "Default" under this Agreement.

Section 4.2. Remedies. Upon the occurrence of a Default, the party claiming the Default (the "Non-Defaulting Party") may serve written notice of the Default upon the other party (the "Defaulting Party"), and if such Default is not corrected within ten (10) calendar days of the date of such notice, the Non-Defaulting Party may take one or more of the following actions: elect to treat this Agreement as cancelled and of no further force and effect; maintain a claim for monetary damages for breach of contract; maintain an action for specific performance; or maintain any other or different action or combination thereof as allowed by law.

Section 4.3. Non-Exclusive Remedies. The remedies set forth in Section 4.2 above in the event of a Default are not intended to be exclusive and the Parties shall have the right to all other lawful remedies, including specific performance.

Section 4.4. Costs or Expenses and Fees. If the Non-Defaulting Party prevails in any litigation to enforce any provision of this Agreement, the Defaulting Party shall pay all of the Non-Defaulting Party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party's obligations under this Agreement.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 5.1. Entire Agreement and Amendments. This Agreement (together with Exhibit A, which is attached hereto and made a part hereof) is the entire agreement between Seller and Buyer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, and may not be modified or amended except by a written instrument executed by both of the Parties.

Section 5.2. Construction. The captions and headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

Section 5.3. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either of the Parties, nor shall any provision give any third parties any rights of subrogation or action over or

against either of the Parties. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 5.4. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 5.5. Time of the Essence. Time is of the essence of this Agreement; including, without limitation, all time deadlines for satisfying conditions and the Closing on or before the Closing Date.

Section 5.6. Waiver. Each of the Parties to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 5.7. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered, or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to Seller and Buyer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (i) In the case of Seller, to:
Village of Rantoul, Illinois
333 South Tanner Street
Rantoul, IL 61866
Attn: Airport Manager
Tel: (217) 892-6896

With a copy to:
Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820
Tel: (217) 359-6494

- (ii) In the case of Buyer, to:
John Van Der Velde
3230 Overland Avenue, #217
Los Angeles, CA 90034
Tel: (310) 202-1035

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 5.8. Assignment. Buyer agrees that he shall not sell, assign or otherwise transfer any of his rights and obligations under this Agreement to any party other than to an entity having common ownership with the Buyer without the prior written consent of the Seller, which shall not be unreasonably denied. Except as authorized in this Section above, any assignment in whole or in part shall be void and shall, at the option of the Seller, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with or without the Seller's prior written consent, shall be effective or binding on the Seller, however, unless and until the Buyer delivers to the Seller a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the assignee.

Section 5.9. Successors in Interest. Subject to Section 5.8 above, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respectively authorized successors, assigns and legal representatives.

Section 5.10. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either Seller or Buyer shall be construed by either Seller or Buyer or any third party to create the relationship of a partnership, agency, or joint venture between or among Seller and Buyer.

Section 5.11. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by either of the Parties to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 5.12. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against either one of them because that party may have primarily assumed responsibility for preparation of this Agreement.

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

IN WITNESS WHEREOF, Buyer has caused this Agreement to be executed by him individually and the Seller has caused this Agreement to be executed by its duly authorized Mayor and Village Clerk, as of each of the dates set forth below.

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY,
ILLINOIS, AS SELLER

By: Charles Smith
Village President

ATTEST:

By: Olga Gordon
Village Clerk

Date: 8/8/2018



JOHN VAN DER VELDE, AS BUYER

[Signature]

Date: July 25, 2018

[Exhibit A follows this page and is an integral part of this Agreement in the context of use.]

EXHIBIT A

Depiction of the Premises

