



**Rantoul Village Board of Trustees
Regular Board Meeting
Louis B. Schelling Memorial Board Room
Rantoul Municipal Building**

**October 9, 2018
6:00 pm**

Order of Business

1. Call to Order – Mayor Smith
Invocation
Pledge of Allegiance
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.

Section A – Consent Agenda

4. Approval of Consent Agenda by Omnibus Vote – No items for consideration
5. Motion to approve Bills and Monthly Financial Reports

Section B – Consideration of Bids, Contracts & Other Expenditures

6. Motion to approve [Public Participation Rules](#), Rule IX of the Board Rules
7. Motion to authorize and approve purchase of underground [cable from Anixter](#) in the amount of \$29,607.50

Section C – Consideration of Ordinances & Resolutions

8. Motion to pass [Ordinance No. 2589](#), AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE OF REAL ESTATE, OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS AND CERTAIN RELATED [LEASE AGREEMENTS](#) IN CONNECTION THEREWITH (735, 801 and 909 Pacesetter Drive and 1 Aviation Center Drive)
9. Motion to pass [Resolution 10-18-1265](#), A RESOLUTION OF AUTHORIZATION TO INCLUDE COMPENSATION DIRECTED INTO A RETIREMENT HEALTH SAVINGS PLAN AS IMRF EARNING

Order of Business

10. Motion to pass [Resolution No. 2-18-1266](#), A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT CONCERNING THE APPOINTMENT TO THE POSITION OF ADMINISTRATIVE OFFICER OF THE VILLAGE OF RANTOUL, ILLINOIS AND SPECIFYING THE COMPENSATION AND OTHER BENEFITS IN CONNECTION WITH SUCH APPOINTMENT
11. Motion to pass [Resolution No. 10-18-1267](#), A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT IN CONNECTION WITH A [SCHOOL RESOURCE OFFICER](#) (Rantoul Township High School District No. 193)
12. Motion to pass [Resolution No. 10-18-1268](#), A RESOLUTION ACKNOWLEDGING DELIVERY OF A CERTAIN QUIT CLAIM DEED FROM THE UNITED STATES AND AUTHORIZING THE ACCEPTANCE THEREOF (Parcels D-2, D-3 and D-5 at the Former Chanute Air Force Base)

Section D – New Business

Discussion of any items of new business not listed upon the formal agenda. No formal action will be taken on these items during this proceeding.

Section E – Public Announcements

13. Petitions for April 2019 Municipal Elections are available at the Village Clerk's Office, 117 E. Sangamon Avenue.

Section F – Adjournment

14. Motion to Adjourn

Statement Regarding Compliance with the Americans with Disabilities Act (ADA)

The Village of Rantoul wishes to ensure that its programs, services, and activities are accessible to individuals with disabilities. All Village Board meetings are wheelchair accessible. Persons who require an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Village of Rantoul should contact the ADA Coordinator at (217) 892-6821. TTY users should dial 7-1-1 or call the Illinois Relay Center at 1-800-526-0844 (TTY) or 1-800-526-0857 (V). TTY users requiring Spanish language assistance should call 1-800-501-0864 (TTY).

We would appreciate advance notice of at least 48 hours for any requests to receive an agenda in an alternate format or other types of auxiliary aids and services.

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.

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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 public concern of Village Business.

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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. Comments from the public at a special meeting shall be limited in scope to only those matters of business then under imminent consideration by the Village Board at that special meeting.

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**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
SUMMARY HIGHLIGHTS: <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>	
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).	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. Eric Vences 	VILLAGE ADMINISTRATOR:

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)

[Signature]
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 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; thence around the arc of a circular curve to the right, said curve having a radius of 340.00 feet, a chord bearing of North 74° 32' 16" West, a chord length of 165.82 feet, for a chord length 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; thence 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, 85.12 feet; thence South 87° 54' 58" East along said Southerly Line of the Parcel, 71.17 feet; thence North 62° 39' 05" East along said Southerly Line of the Parcel, 105.41 feet; thence North 39° 37' 18" East along said Southerly Line of the Parcel, 53.74 feet; thence North 67° 03' 17" East along said Southerly Line of the Parcel, 48.81 feet; thence North 45° 59' 08" East along said Southerly Line of the Parcel, 60.35 feet; thence North 39° 37' 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		
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									
1,2,3,4,6,7,8-Heptachlorodibenzo-p-dioxin			Unknown	Unknown		1.2 ug/kg	1.2 ug/kg		
			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	

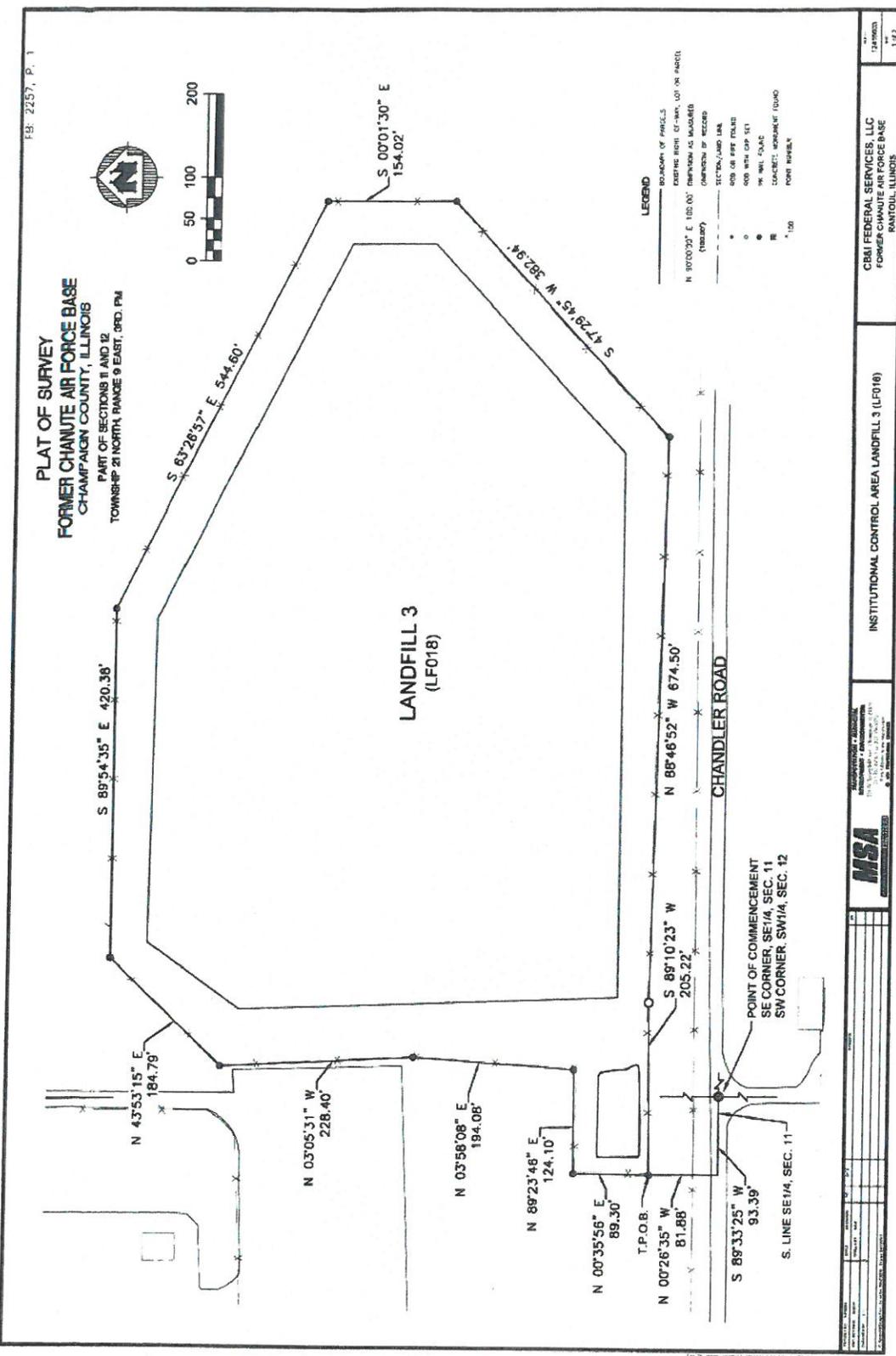
Former Chanute AFB
(Negotiated Sale - Parcels D-2, D-3 and D-5)

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.L.S. No. 2950
License expires 11/30/16
DATED: 7/11/16

		INSTITUTIONAL CONTROL AREA LANDFILL 3 (LFD18)		CB&I FEDERAL SERVICES, LLC FORMER CHANUTE AIR FORCE BASE RANTOLL, ILLINOIS	
MSA MAPPING & SURVEYING 314 W. STATE ST., SUITE 200 RANTOLL, ILLINOIS 62454 618-797-1414 FAX 618-797-1415		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



[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

§

§

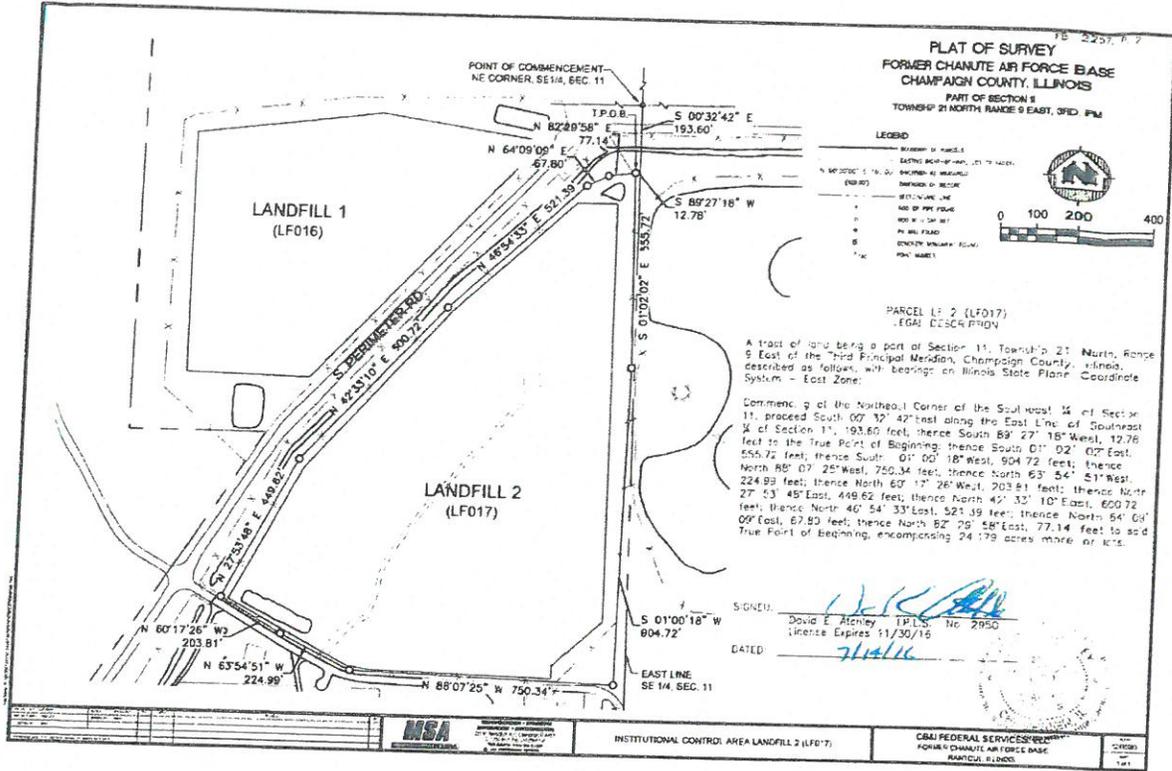
Before me, a Notary Public, on this day personally appeared STEPHEN G. TERMAATH, Chief, BRAC Program Management Division, Installations Directorate, Air Force Civil Engineer Center, on behalf of The United States of America, acting by and through the Secretary of the Air Force, known to me to be the 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.

RESOLUTION NO. 10-18-1268

**A RESOLUTION
ACKNOWLEDGING DELIVERY OF A CERTAIN QUIT CLAIM DEED
FROM THE UNITED STATES AND AUTHORIZING THE ACCEPTANCE THEREOF
(Parcels D-2, D-3 and D-5 at the Former Chanute Air Force Base, Illinois)**

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Resolution is adopted the form of a Quit Claim Deed (the “**Quit Claim Deed**”) from the United States, acting by and through the Secretary of the Air Force, under and by which the United States by means of a negotiated sale does thereby remise, release and quit claim to the Village all of its right, title, interest, claim and demand in and to certain parcels (or subparcels) of real estate on the former Chanute AFB, which are legally described in Exhibit A to such Quit Claim Deed, and which are otherwise identified as parcels (or subparcels) D-2, D-3 and D-5, for a total of 64.63 acres, more or less (collectively, the “**Property**”);

WHEREAS, the United States has, pursuant to Section 120 of CERCLA, covenanted and warranted in the Quit Claim Deed that: (1) all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of the Quit Claim Deed, including remedial action sufficient for its current use; and (2) any additional remediation found to be necessary after the respective date of Quit Claim Deed for contamination on the Property existing prior to the respective dates of the Quit Claim Deed will be conducted by the Air Force in a timely manner, subject to the appropriation of funds; and

WHEREAS, the Corporate Authorities of the Village now desire to acknowledge delivery by the United States to the Village of the Quit Claim Deed in connection with the Property and to authorize the acceptance thereof, subject to such agreements, covenants, conditions, restrictions and reservations contained in Quit Claim Deed.

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

Section 1. That the delivery by the United States to the Village of the Quit Claim Deed is hereby acknowledged and that the acceptance of the Property by the Village from the United States for the purposes as set forth in the preambles and recitals of this Resolution, subject to such agreements, covenants, conditions, restrictions and reservations as respectively set forth in such Quit Claim Deed, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute the form of the Acceptance as contained in the Quit Claim Deed with such insertions, changes or revisions in the respective form of such Acceptance as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such changes or revisions therein from the form of such Acceptance as authorized and approved by this Resolution.

Section 3. That all actions of the officers, employees and agents of the Village heretofore taken under and pursuant to the Authorizing Resolutions in connection with the Applications for the Property are hereby ratified, confirmed and approved.

Section 4. That from and after the effective date of this Resolution, the proper officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to prepare, execute, deliver, acknowledge and file the Quit Claim Deed and all such supplemental deeds, documents, agreements, leases, certificates, forms, receipts and other instruments as may be necessary to accomplish the purposes of this Resolution and the consummation of the transfer of the Property to the Village in accordance with the respective terms, conditions and undertakings of the Quit Claim Deed.

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 upon a roll call vote as follows:

“Ayes” _____

“Nays” _____
“Absent” _____

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 _____ 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 	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:

**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



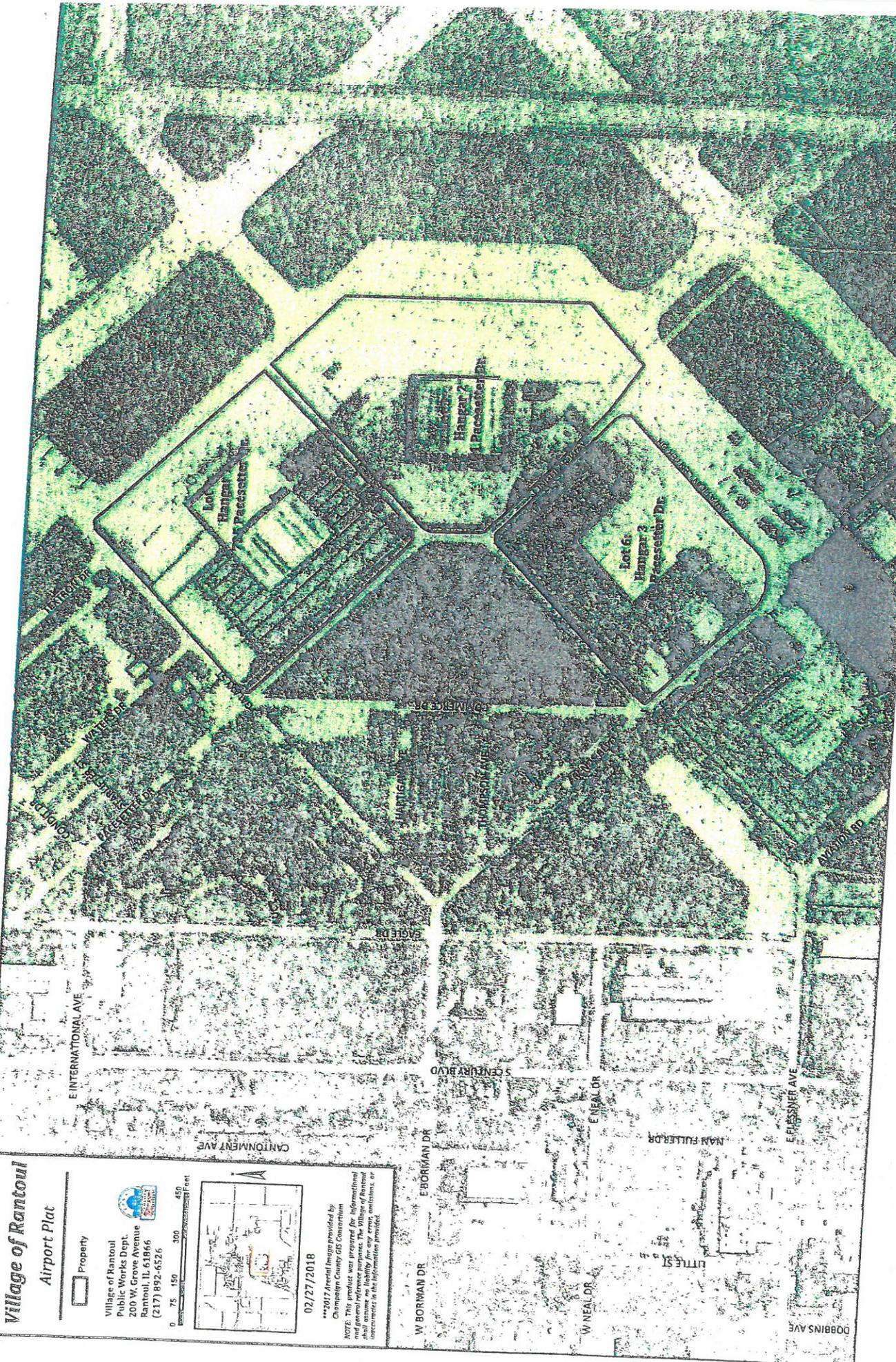
Village of Rantoul
Public Works Dept.
200 W. Grove Avenue
Rantoul, IL 61866
(217) 892-6526



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

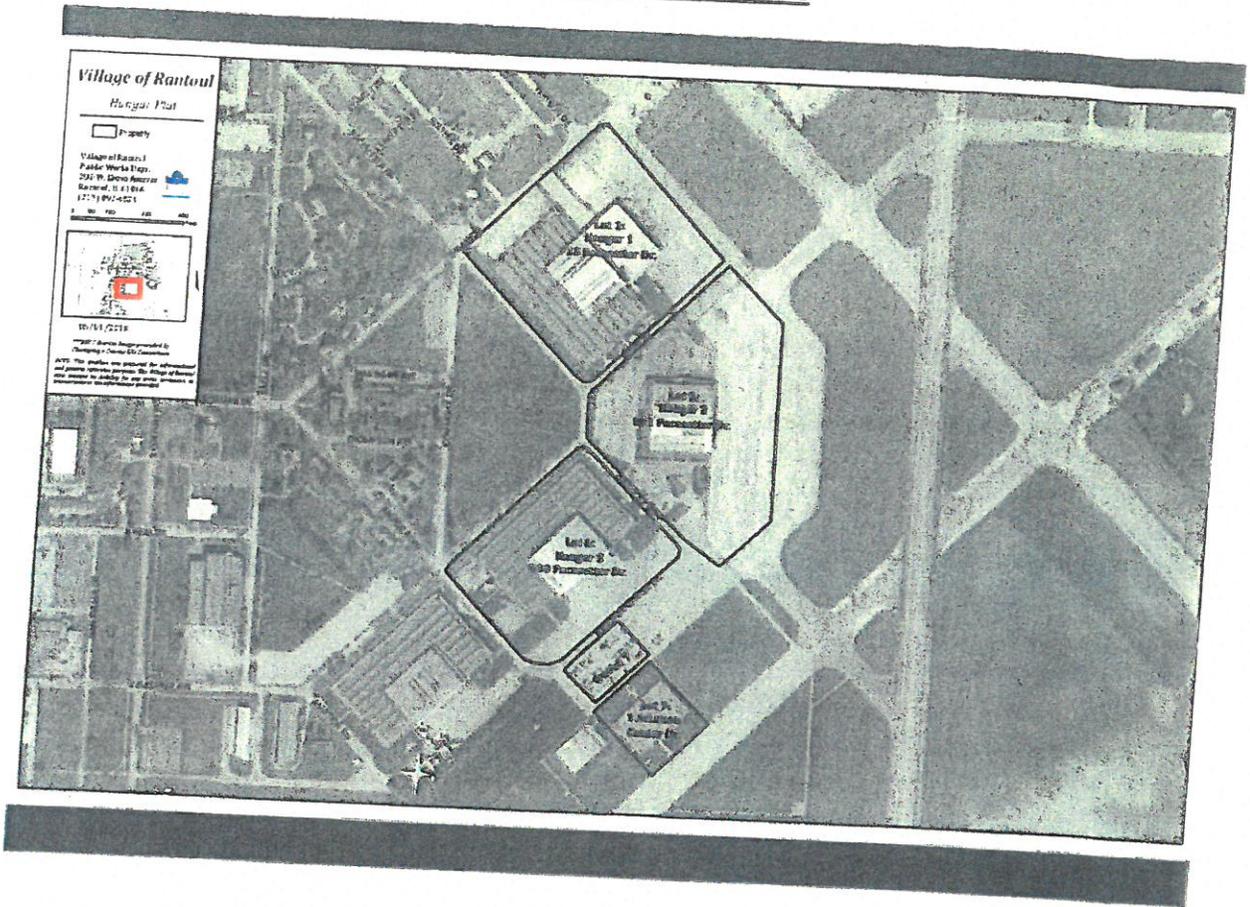
[Signature]

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



**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); 1 Aviation Center Drive; and now include 1011 Pacesetter Drive (Hangar 4)	DEPARTMENT: Public Works - Airport
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AGENDA SECTION:	AMOUNT: <u>\$5,450,000.00 - Total</u> \$8,175,000.00 - Total Purchase Price -\$2,725,000.00 - Rebate/Lease (Hangar 3)
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ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: October 5, 2018
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SUMMARY HIGHLIGHTS:
This updated 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 updated offer is to purchase all five (5) properties for a purchase price of \$8,175,000.00. As an economic incentive rebate, the Village will enter into a five (5) year lease for Hangar 3 in the amount of \$2,725,000.00. The intent of the lease is to allow the Village the opportunity to utilize Hangar 3 for Special Events. The Village holds the deeds for the above properties, however, a new Federal Aviation Administration (FAA) release application will be required for Hangar 4. This property will also be included in the master lease agreement which includes a proration of rent in the amount of \$12,129.18.

RECOMMENDED ACTION: Authorize the approval of the Fourth Amended Sales & Lease Agreement, to also include 1011 Pacesetter Drive (Grissom Hall / Hangar 4), for a total purchase price of \$8,175,000.00; and enter into a five (5) year lease with the buyer for Hangar 3 at a cost of \$2,750,000.00; and authorize a proration of rent in the amount of \$12,129.18.

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

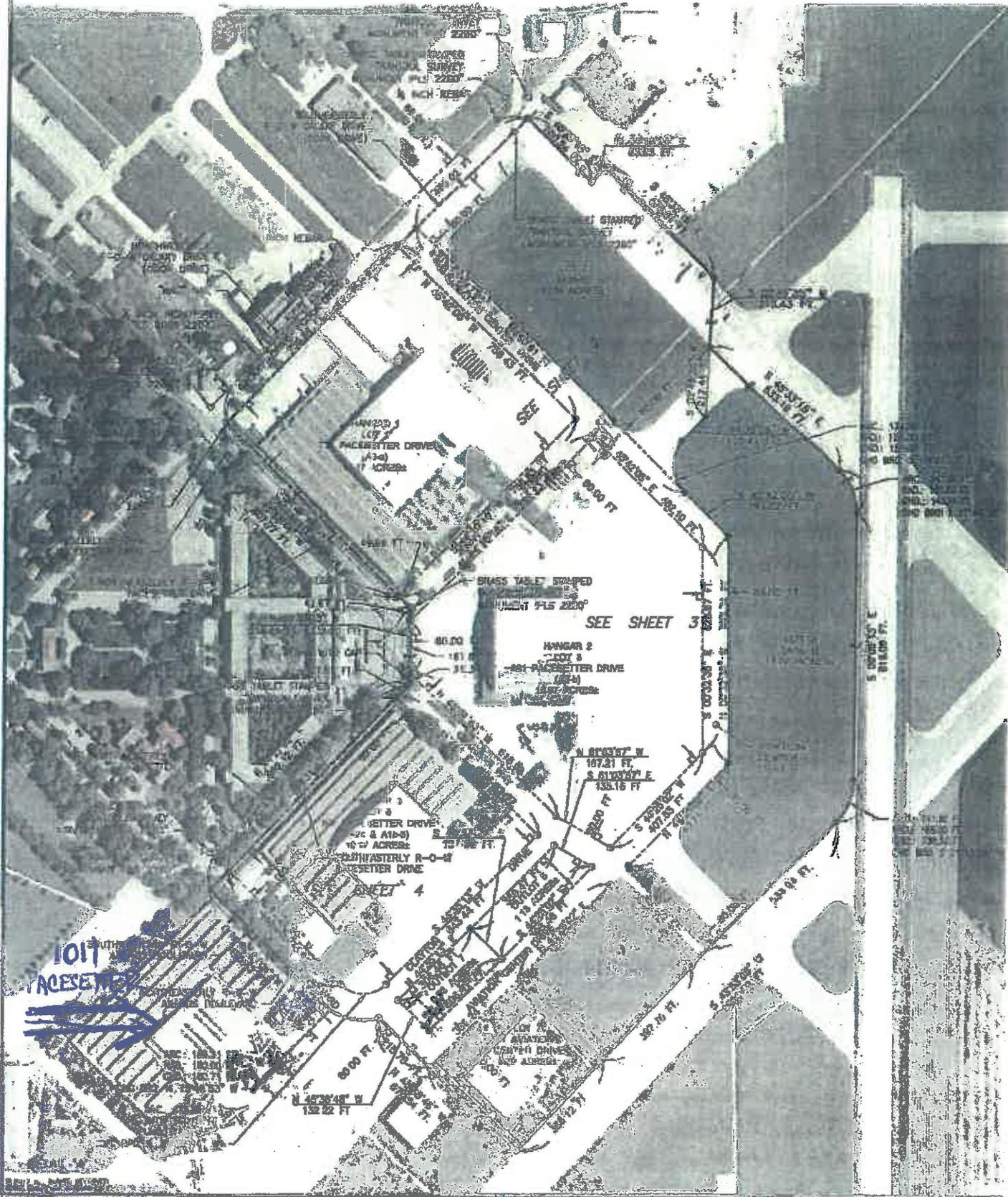
- REFERENCE -

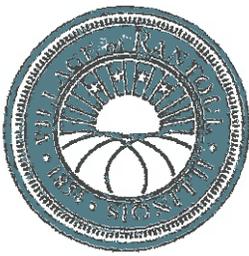
BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
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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: \$5,450,000.00 Total \$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 (5 th) 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
AGENDA PAGE NUMBER:	

NORTH





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

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
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AGENDA SECTION:	AMOUNT:
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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
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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
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AGENDA PAGE NUMBER: 1

REFERENCE

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
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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	

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

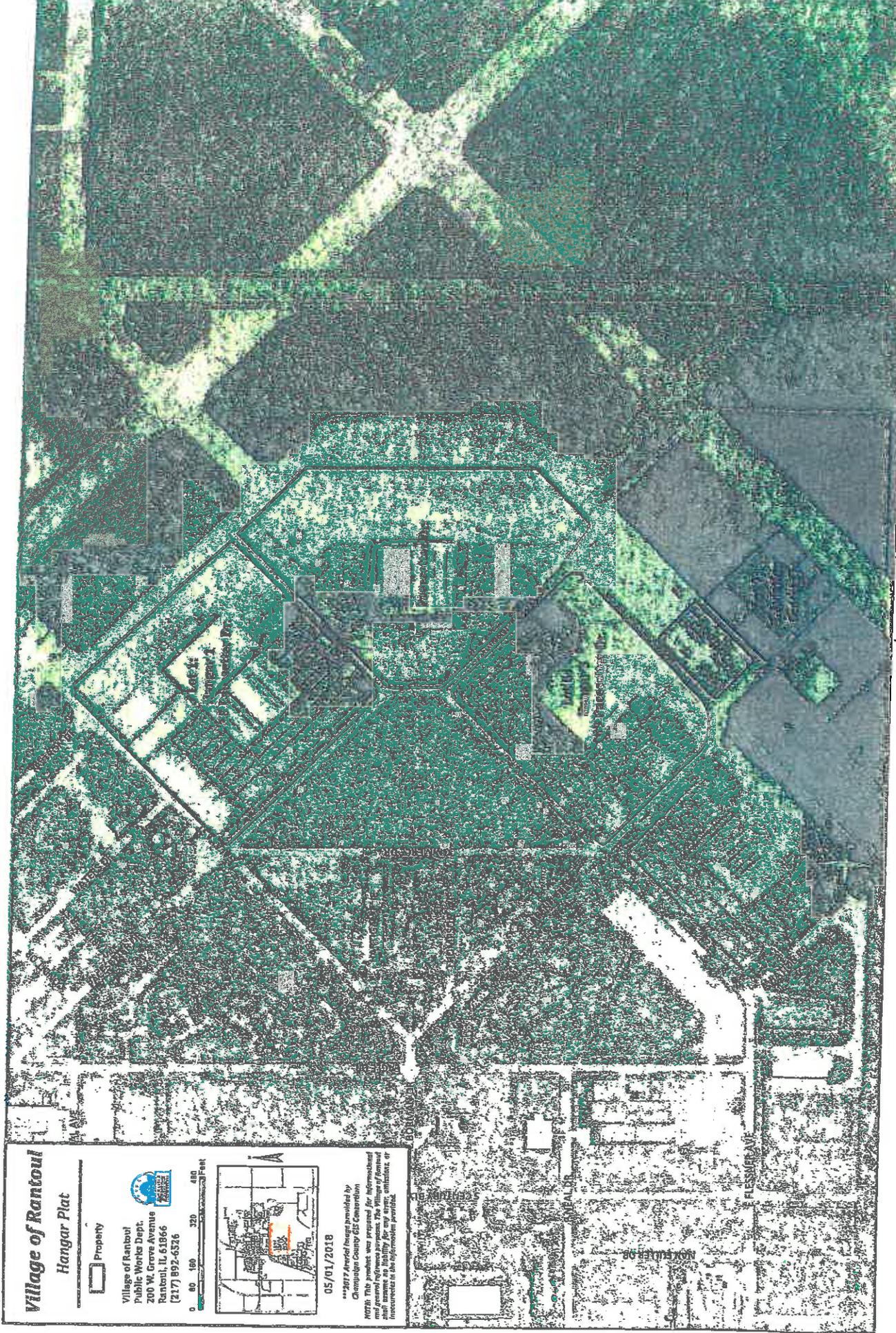
ATTACHMENTS: DATE: May 4, 2018
() ORDINANCE
() RESOLUTION
(X) OTHER (See Summary Highlights)
(X) SUPPORTING DOCUMENTS

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: VILLAGE ADMINISTRATOR:
G. Gregory Hazel, P.E. Rick Snider
Eric Vences

AGENDA PAGE NUMBER:



Village of Rantoul Hangar Plat



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



05/01/2018

***2017 Aerial Image provided by
Champaign County GIS Center
NOTE: This product was prepared for informational
and general reference purposes. The Village of Rantoul
shall assume no liability for any error, omission, or
misstatement in the information provided.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
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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
<p>SUMMARY HIGHLIGHTS:</p> <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>	
<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.</p>	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. Eric Vences 	VILLAGE ADMINISTRATOR: Rick Snider
AGENDA PAGE NUMBER:	

~~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 I Aviation in an amount equal to four percent of the \$1,750,000 sales price of I 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 Amiel
Village President

ATTEST:

By: Olga Gudim
Village Clerk

Date: 8/8/2018



JOHN VAN DER VELDE, AS BUYER

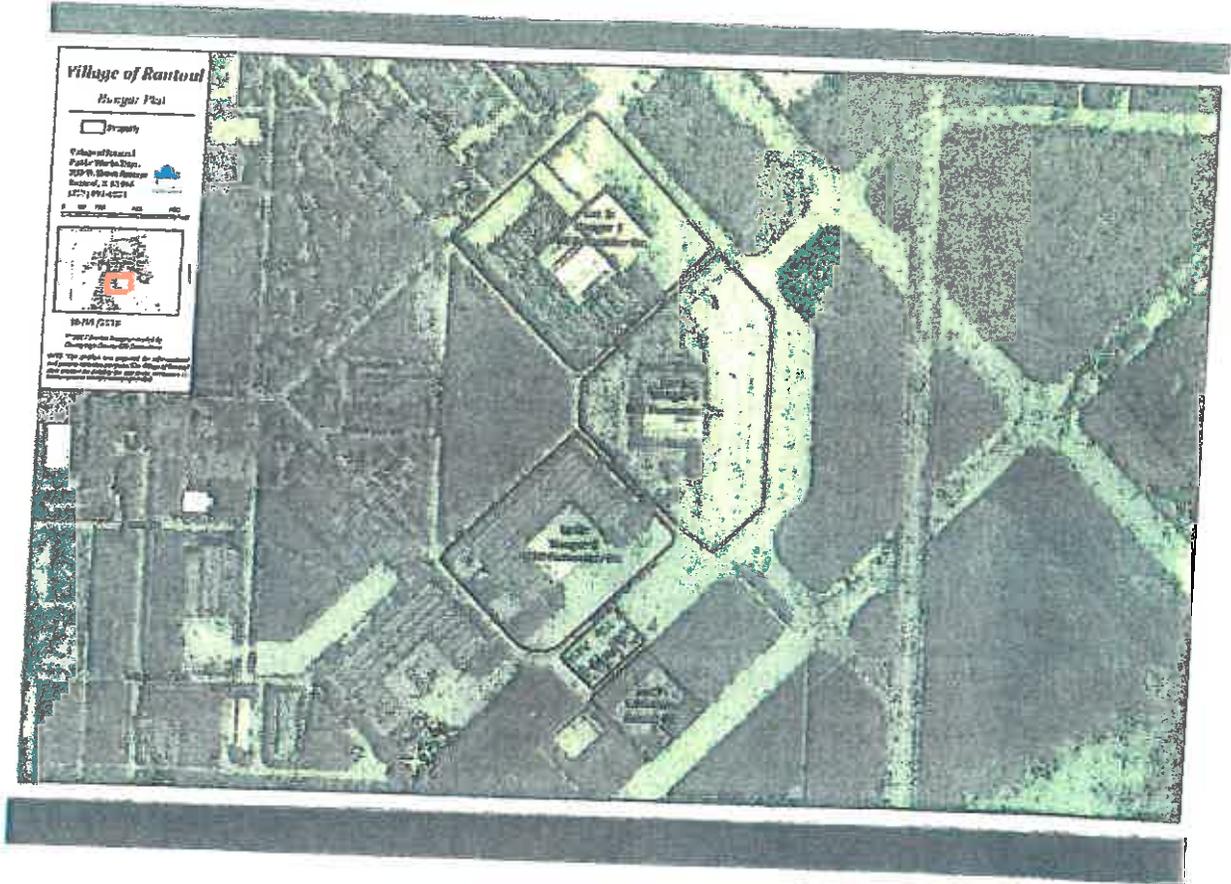
[Signature]

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



JOHN VAN DER VELDE

Investments

POST OFFICE BOX 18674 • BEVERLY HILLS, CALIFORNIA 90209 • TELEPHONE (310) 202-1035 • FACSIMILE (310) 836-5117

-FACSIMILE TRANSMITTAL

Date: October 4, 2018

To: A.J. Thoma III.

From: John van der Velde

Fax Number: (310) 836-5117

Fax Number to: (217) 403-3440

Pages including transmittal: 2

Remarks:

JOHN VAN DER VELDE

Investments

POST OFFICE BOX 18874 • BEVERLY HILLS, CALIFORNIA 90209 • TELEPHONE (310) 202-1035 • FACSIMILE (310) 836-5117

Via facsimile

October 4, 2018

Mr. A.J. Thoma
Coldwell

Re: Village of Rantoul Properties

Changes in Agreement of Sale:

Section 1.1: Hanger 1, 2, 3, 4 and Aviation Center for a total of 896,450 sq.ft.

Section 1.2: Purchase Price: \$8,175,000.

1.3 (d): Due diligence period: November 30, 2018, except Hanger 4: July 31, 2019.

Page 6: Spelling of my name: van der Velde

Master Lease: You and Eric have the required information. Upon for Hanger 1, 2, 3 and Aviation Center must be provide.

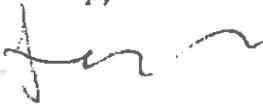
Funding: I have been advised that funding for Hangers 1, 2, 3 and Aviation Center on November 30, 2018 can be achieved.

Lease: Hanger 3 must be provided with all documentation. Annual lease payment is: \$2.50 per square foot

Payment: \$12,129.18.

Please be advised that unless the items set forth herein is not received by October 12, 2018 (PCT 3 P.M.), I shall withdraw any interest in the subject properties by not waiving the contingencies. I shall document same in writing on October 15, 2018, as set forth in the Sales Agreement.

Cordially,



**AGREEMENT FOR SALE OF REAL ESTATE
(Hangars 1, 2, 3 and 4 and 1 Aviation Drive)**

BY AND BETWEEN THE

**VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
AS SELLER**

AND

**JOHN VAN DER VELDE,
AS BUYER**

DATED AS OF OCTOBER 1, 2018

AGREEMENT FOR SALE OF REAL ESTATE
(Hangars 1, 2, 3 & 4 and 1 Aviation Drive)

THIS AGREEMENT FOR SALE OF REAL ESTATE (Hangars 1, 2, 3 and 4 and 1 Aviation Drive), including Exhibit A, which is attached hereto and made a part hereof (collectively, this “**Agreement**”), is dated for reference purposes only as of October 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, 909 and 1011 Pacesetter Drive (“**Hangars 1, 2, 3 and 4**”) 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.

(a) Buyer agrees to pay to Seller \$8,175,000.00 as the total purchase price for the Premises. On or before November 30, 2018, the date of such payment being the “**Commencement Date**”, the Buyer shall pay the \$8,175,000.00 total purchase price by certified or cashier’s check or wire transfer to Seller. Upon the Commencement Date, Buyer waives any right to terminate this Agreement under Section 1.3(a) below and any other contingency under this Agreement except for matters described in Section 1.4 below and any matters pertaining to title of the Premises under Section 2.2 hereof. Such total purchase price, adjusted by prorations and credits allowed the Parties by this Agreement, shall be paid to Seller in accordance with Section 1.3(d) of this Agreement below. Of such total purchase price, \$5,450,000.00, adjusted by prorations and credits allowed the parties by this Agreement, shall be allocated to Seller at closing.

(b) The Village and the Buyer mutually intend and agree that of the total purchase price of \$8,175,000.00, the amount of \$2,725,000.00 shall be rebated to Buyer by Seller in the form of Monthly Installments of Rent under that certain Lease Agreement by and between Seller and Buyer dated as of October 1, 2018 for Hangar 3 (the “**Lease**”). Such Rebate shall be paid to Buyer by Seller in 60 equal monthly installments of \$45,416.67 commencing on the Commencement Date and the same day of the month for 59 consecutive months thereafter.

Section 1.3. Due Diligence.

(a) Until November 23, 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.

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 November 15, 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. In the event this Agreement is deemed null and void pursuant to this Section, Seller shall promptly return any amounts previously paid to Seller by Buyer in connection with the total purchase price under this Agreement.

Section 1.5. Possession and Closing. The time of the closing of this transaction (the “**Closing**”) shall occur on November 30, 2018 (the “**Closing Date**”), at the office of a title

company regularly doing business in Champaign County, Illinois. 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 a title company regularly doing business in Champaign County, Illinois committing such 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 and Hangar 4 (with the exception of all of Section 9) (the "**Hangar 1 and 4 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, the Parties agree that neither will 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) Concurrently with the delivery of the Special Warranty Deed and as an integral part of this transaction, Buyer, as lessor, and Seller, as lessee, shall execute and deliver a lease substantially in the form attached to this Agreement and marked Exhibit B, with the blanks, if any, to be completed appropriately in accordance with the provisions of this Agreement.

(c) 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 Closing Date, with Seller being entitled to all such rent paid or owned to Seller prior to the Closing Date and Buyer being entitled to all rent accruing on and after the Closing Date; provided, however, that Buyer shall be entitled to receive the rent for Hangar 1 payable to the Village for the months of May, June, and October, 2018 in the amount of \$12,129.18 per month, with the payments for May and June, 2018 having been paid by the Seller and the payment for October, 2018 Seller agrees to pay to Buyer on the Closing Date. Buyer agrees to repay to Seller the total amount paid for the three months of May, June, and October, 2018 at Closing or upon default by either party.

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, as heretofore amended, (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.

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: _____
Village President

ATTEST:

By: _____
Village Clerk

Date: _____

JOHN VAN DER VELDE, AS BUYER

Date: _____

[Exhibits A and B follow this page and is an integral part of this Agreement in the context of use.]

EXHIBIT A

Depiction of the Premises

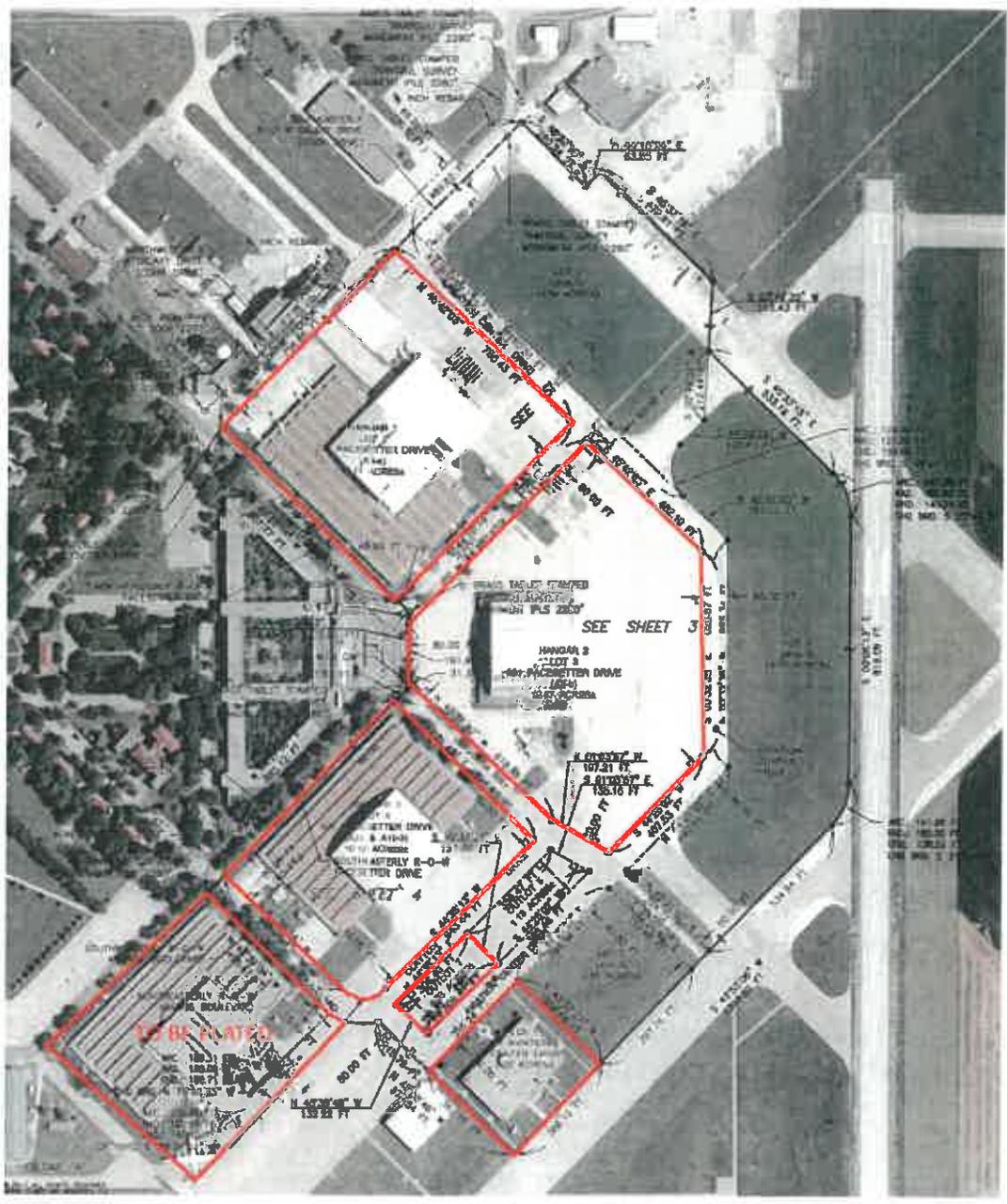
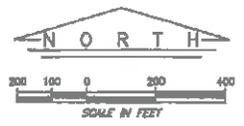


EXHIBIT B

**LEASE AGREEMENT
(Hangar 3)**

BY AND BETWEEN THE

**JOHN VAN DER VELDE,
as Lessor**

AND

**VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
as Lessee**

DATED AS OF OCTOBER 1, 2018

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(This Table of Contents is not a part of this Lease Agreement
and is only included for convenience of reference.)

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LEASE AGREEMENT

THIS LEASE AGREEMENT, including any Exhibit and any Addendum hereto as described in Section 1.2 of this instrument below (collectively, this **"Lease"**), is made and entered into as of the Date of Lease as set forth in Section 1.1 of this Lease, by and between JOHN VAN DER VELDE, an individual of Los Angeles, California, as the Lessor (the **"Lessor"**), and the VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, an Illinois municipal corporation, as the Lessee (the **"Lessee"**).

WITNESSETH:

RECITALS:

The Lessor and the Lessee have entered into a certain Agreement for Sale of Real Estate dated as of October 1, 2018 (the **"Sale Agreement"**), under and by which Lessee agreed to sell and Lessor agreed to purchase, among other real estate, the real estate and related improvements as more particularly described in Section 1.1 of this Lease (the **"Premises"**), on such terms and conditions for such sale and purchase as are more specifically set forth in the Sale Agreement; and

The Lessor and Lessee now desire to enter into this Lease Agreement whereby the Lessee will lease back the Premises from the Lessor for a term of five (5) years.

NOW, THEREFORE, the Lessor, for and in consideration of the rents, covenants, and agreements reserved and contained on the part of the Lessee to be paid, kept, and performed, has demised and leased, and by this Lease does demise and lease to the Lessee, subject to the covenants and conditions expressed herein which the Lessee agrees to keep and perform, the Premises more particularly described in Section 1.1 of this Lease.

SUBJECT, however, to such reservations, conditions, covenants, restrictions, rights-of-way, easements or encumbrances as described in the Sale Agreement, whether or not of record, and such other matters as may be disclosed by inspection or survey.

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. General Definitions; Variable Terms. Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the Recitals hereto and otherwise herein shall have the same meanings for all purposes of this Lease. In addition, in all cases the singular includes the plural, the plural includes the singular and a reference to any pronoun includes both genders and the neuter, as the case may be. Certain further terms for all purposes of this Lease are defined as follows:

"Date of Lease" means October 1, 2018

"Lessee's Address" means: Village of Rantoul
333 S. Tanner Street
Rantoul, IL 61866
Attn: Director of Public Works
Tel: (217) 892-6512
g-hazel@village.rantoul.il.us

"Lessor's Address" means: John van der Velde
3230 Overland Avenue, #217
Los Angeles, CA 90034
Tel: (310) 202-1035

“Premises” means that certain real estate, together with the Building and other improvements which may be located thereon, the boundaries and location of which are set forth or outlined on Exhibit A attached hereto, which is commonly known as 909 Pacesetter Drive, Rantoul, Illinois (**“Hangar 3”**).

“Building” means the 218,000 square-foot building located upon the Premises.

“Commencement Date” means the Closing Date as described in the Sale Agreement.

“Term” means the five (5) year period beginning on the Commencement Date and terminating sixty (60) months thereafter, unless sooner terminated in accordance with this Lease or the Sale Agreement.

“Rent” means \$545,000.00 per year as of the Commencement Date.

“Monthly Installment” means \$45,416.67.00 per month as of the Commencement Date.

“Permitted Use” means any use authorized by the Rantoul Zoning Ordinance (Chapter 46 of the Rantoul Code for the I-1 Industrial (Light) Zoning District.

“Public Liability Insurance Amounts” means not less than \$1,000,000 single/\$2,000,000 aggregate for bodily injury or death to any number of persons in any one accident and not less than \$1,000,000 single/\$2,000,000 aggregate for property damage.

Section 1.2. Exhibits and Addenda. The identification of any Exhibit or any Addendum included with and made a part of this Lease is as follows:

Exhibit 1 Outline Depicting the Boundaries and Location of the Premises

Section 1.3. Certain Phrases. The words “hereof”, “herein”, “hereunder”, “hereto”, and other words of similar import refer to this Lease as a whole and not solely to the particular portion thereof in which any such word is used.

Section 1.4. Subdivisions. References to sections and other subdivisions of this Lease are to the designated sections and other subdivisions of this Lease as originally executed.

Section 1.5. Headings. The headings of this Lease are for convenience of reference only and shall not define or limit the provisions hereof.

ARTICLE II TITLE AND CONDITION OF PREMISES

Section 2.1. Title to Premises. The Lessor represents and warrants to the Lessee that the Lessor is the owner of fee title to the Premises, subject to certain reservations, conditions, covenants, and requirements as set forth in the Special Warranty Deed from the Lessee to the Lessor dated November 30, 2018.

Section 2.2. Condition of Premises. The Lessee acknowledges having inspected and knowing the condition and state of repair of the Premises and the Building. Except for the obligations of the Government to undertake any remedial action for contamination on the Premises existing prior to the date of the Deed, it is expressly understood and agreed by and between the Lessor and the Lessee that the Premises and the Building are provided by the Lessor to the Lessee in an “as is”, “where is” condition without any representation or warranty by the Lessor concerning its condition. The Lessee acknowledges that the Lessor has made no representation or warranty concerning the condition and state of repair of the Premises and the Building, nor any agreement or promise to alter, improve, adapt, repair, remove or clean the Premises and the Building unless the same is otherwise expressly stated herein or made a part hereof.

ARTICLE III TERM

Section 3.1. Term. This Lease shall commence on the Commencement Date and shall be for the Term expiring at 12:00 midnight on the last day of the Term unless otherwise terminated earlier hereunder or under the Sale Agreement.

Section 3.2. Surrender of Premises. Upon the expiration or earlier termination of the Term of this Lease, the Lessee shall surrender the Premises in substantially the same condition as that existing as of the Date of Lease, reasonable wear and tear excepted, and all alterations, additions and improvements constructed or installed by or on behalf of the Lessee on the Premises and all permanent fixtures shall become the property of the Lessor.

ARTICLE IV RENT AND ADDITIONAL RENT

Section 4.1. Payment of Rent. During the Term of this Lease, Lessee covenants and agrees to pay to the Lessor, without notice or demand and without deduction or setoff for any reason whatsoever, except as may otherwise be specifically provided in this Lease, the amount of the Rent. Such Rent shall be paid in equal Monthly Installments, beginning on the Commencement Date and on the same day of the month for 59 consecutive months thereafter in the amount set forth as a Monthly Installment.

Section 4.2. Additional Rent. Lessee shall pay or cause to be paid, and discharge or cause to be discharged, when the same shall become due, as additional Rent, all taxes, assessments, insurance premiums, operating and maintenance charges and other amounts, liabilities and obligations of every description which Lessee assumes or agrees to pay or discharge pursuant to this Lease, together with every penalty, interest or other charge that may be added for nonpayment or late payment, whether payable to the Lessor or any other person or party designated in this Lease. If Lessee fails to pay or discharge any such amount, liability or obligation, the Lessor shall have all rights, powers and remedies provided in this Lease or by law in the case of nonpayment of Rent.

Section 4.3. Place of Payment. All payments by Lessee to the Lessor under and pursuant to this Lease shall be made payable to John van der Velde at 3230 Overland Avenue, #217, Los Angeles, California 90034, unless some other payee or place of payment is otherwise specified in writing by the Lessor.

ARTICLE V UTILITIES AND TAXES

Section 5.1. Utilities. Lessee shall, during the entire Term of this Lease, fully and promptly pay for all water, sewer, natural gas, steam heat, light, electric power and telephone services and other public utility services of every kind and nature which Lessee may require in connection with the Premises and the Building. The Lessee shall deal directly with any provider of any utility servicing the Premises and the Building concerning the Lessee's own utility needs and shall pay all costs incident to any such utility service, including, without limitation, the cost of purchasing, installing and maintaining meters, connection changes and deposits. The Lessor does not in any way warrant the provision, maintenance or adequacy of any such utility service provided by any such provider of utility service and shall not be liable to Lessee for any interruption in any such utility service.

Section 5.2. Taxes and Assessments. If and to the extent not otherwise exempt from the payment thereof, Lessee shall pay all general taxes which may be levied or assessed upon the Premises under this Lease.

**ARTICLE VI
USE OF PREMISES; COMPLIANCE WITH LAWS; INSPECTION**

Section 6.1. Conduct and Use. The Lessee shall use the Premises only for the purposes of conducting thereon the Permitted Use and for incidental purposes related thereto and no other purpose. Lessee may not change Lessee's Permitted Use of the Premises without the Lessor's prior written consent.

Section 6.2. Compliance with Applicable Laws. Lessee covenants and agrees that in the use and occupation of the Premises and the Building and in the prosecution or conduct of the Permitted Use therein, the Lessee shall comply with all material requirements of all applicable laws, ordinances, orders, rules and regulations of the federal, state and local authorities and with any directive, permit, license or certificate of occupancy issued pursuant thereto by any public officer or officers, including, but not limited to, those relating to occupational safety, health and the environment. Lessee covenants not to use or to permit to be used any part of the Premises and the Building for any dangerous, noxious, or offensive trade or business and to not cause or maintain any nuisance in, at, or on the Premises. The Lessee shall be solely responsible for obtaining at the Lessee's sole cost and expense any and all licenses and permits required for Lessee's use and occupancy of the Premises and the Building, including the Permitted Use under this Lease.

Section 6.3. Access and Inspection. The Lessor, together with its officers, employees, agents and contractors, may enter upon the Premises and the Building at any reasonable time for any purposes not inconsistent with the Lessee's use and occupation of the Premises and the Building under this Lease, including but not limited to the purpose of inspection. The Lessor will normally give the Lessee at least 24 hours prior notice of its intention to enter the Premises and the Building unless the Lessor determines that such entry is required for safety, environmental, operational or security purposes. The Lessee shall have no claim on account of any such entries against the Lessor or any of its officers, employees, agents or contractors.

**ARTICLE VII
MAINTENANCE AND REPAIRS, ALTERATIONS AND
IMPROVEMENTS, DAMAGE AND CONDEMNATION**

Section 7.1. Maintenance and Repairs, Alterations and Improvements.

(a) The Lessor shall, at its own cost and expense, maintain the Building in good repair and condition (other than the obligations assumed by the Lessee with respect to the Premises as set forth in this Section 7.1(b) immediately below), including but not limited to maintaining, repairing and replacing the roof, foundation, heating, air-conditioning, plumbing, electrical, and sewerage systems and the structural components and soundness of the exterior walls of the Building and maintaining, repairing and replacing all common areas, including parking lots and landscaping.

(b) Except as otherwise provided in this Section 7.1(a) above, Lessee shall, at its own cost and expense, make all necessary repairs and replacements to the Premises, including any other improvements of every kind which may be a part thereof, and shall keep and maintain the same in good condition and repair. Such repairs and replacements, ordinary or extraordinary, shall be made promptly, if, as and when necessary. All such repairs and replacements shall additionally be in quality and class at least equal to the original work. In connection with any such maintenance, repairs and replacements, Lessee shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises and any improvements thereon, or any activity or condition on or in the Premises, including, but not limited to, the provisions of the Americans with Disability Act of 1990 (42 U.S.C. Sections 12101 et seq.), as supplemented and amended, to the extent applicable thereto. Lessee shall, at its own cost and expense, keep the Premises in sanitary, clean and neat order.

Section 7.2. Alterations and Improvements and Changes. Lessee, at its own cost and expense, but only after written permission of the Lessor has been first obtained, shall have the right to alter and/or improve the Premises and the Building, as Lessee may deem necessary. In connection with obtaining such written permission, Lessee shall furnish the Lessor with copies of the plans and specifications for any such alterations and improvements, and if such written permission is obtained, Lessee shall obtain all required permits for any such alterations and improvements. Any such alterations and improvements shall be made in full compliance with any and all laws, ordinances, codes, rules and regulations which may govern the same, including those pertaining to zoning, land use regulation and buildings or structures. Lessee shall hold the Lessor harmless from any loss or damage by reason of any of Lessee's alterations and improvements to the Premises.

Section 7.3. Covenant Against Encumbrances and Liens. Lessee shall not encumber its leasehold interest in the Premises and shall do all things necessary to prevent the filing of any mechanics' or other liens against the Building or the Premises or the interest of the Lessor therein by reason of any work, labor, services or materials performed or supplied or claimed to have been performed or supplied to Lessee or anyone holding the Premises, or any part thereof, through or under Lessee. If any such lien shall at any time be filed, Lessee shall cause the same to be vacated and cancelled of record within thirty (30) days after the date of the filing thereof; provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence the validity of any lien or claimed lien. On final determination of the lien or claim for lien, Lessee shall immediately pay any judgment rendered with all proper costs and charges and will at Lessee's own expense have the lien released and judgment satisfied.

Section 7.4. Fixtures and Equipment. Lessee may, at Lessee's sole cost and expense, furnish and install such business and trade fixtures and equipment in the Building as may be necessary or desirable for Lessee's business. Any business and trade fixtures and equipment which do not become structural in nature shall remain the personal property of Lessee and may be removed by Lessee at the expiration or earlier termination of this Lease. Upon removal of any such fixtures and equipment, Lessee shall repair any damage to the Building caused by such removal and shall restore the Building to its condition as of the Date of Lease. Lessee shall furnish any signs to be used on the Premises for the advertisement of Lessee's business.

Section 7.5. Damage and Destruction.

(a) In the event the Building or other improvements upon the Premises shall become inoperable or be damaged or destroyed by fire or any other casualty, the Lessor shall promptly repair, restore and rebuild the same as nearly as possible to the condition any such Building or other improvements upon the Premises were in immediately prior to such damage or destruction or with such changes or alterations as may be made in conformity with Section 7.2 of this Lease. Rent shall abate in proportion to the nonusability of the Premises while any such repair, restoration or rebuilding is in progress, but if such damage or destruction shall be of such character so as to require the Lessee to discontinue occupancy of the entire Premises, Rent shall abate from the date of such discontinued occupancy until the Premises are again ready for occupancy.

(b) In the event the insurance coverage to be provided by Lessor pursuant to Section 9.2(a) of this Lease shall fail to cover any portion of the cost of repairing, restoring or rebuilding any of the building(s) or other improvements upon the Premises from any damage, destruction, or casualty loss of any kind whatsoever, the deficiency shall be paid by Lessor. In the event the Lessee shall have to disburse any of its own funds to restore the Building or other improvements upon the Premises, the same shall be immediately due to the Lessee from Lessor upon demand.

Section 7.6. Condemnation.

(a) In the event that the entire Building, or such part of the Building (including entrances, exits and parking area) as will render the Building untenable and inadequate for Lessee's Permitted Use shall

be appropriated or taken under the power of eminent domain by any public or governmental authority, this Lease shall terminate and expire as of the date of such taking.

(b) All compensation awarded for any such condemnation shall be the property of the Lessor without any deduction therefrom for any present or future estate of Lessee, and Lessee hereby assigns to the Lessor all its right, title and interest in and to any such condemnation award. However, in the event of any such condemnation, Lessee shall have the right to recover from the public or governmental authority, but not the Lessor, such compensation as may be awarded to Lessee on account of the loss of improvements which have been improved, renovated or constructed by Lessee, the loss of Lessee's leasehold estate, and such additional relief as may be provided by law as shall be the basis of Lessee's damages against such condemning authority, if a separate claim therefore is allowable under applicable law.

ARTICLE VIII HAZARDOUS MATERIAL

Section 8.1. General Prohibition. Lessee shall not cause or permit any Hazardous Material (as defined below) to be brought or remain upon, manufactured, possessed, used, discharged, leaked or emitted in or about, or treated (collectively, a "Hazardous Material Activity") on, in, under or about the Building or the Premises without the prior written consent of the Lessor, which consent the Lessor may withhold in its reasonable discretion; provided, however, the Lessor, in its reasonable discretion, may consent to any Hazardous Material Activity on, in, under or about the Building or the Premises if Lessee demonstrates to the Lessor, in its sole and absolute judgment, that any such Hazardous Material (in incidental quantities) is necessary to or required as a part of Lessee's Permitted Use and that Lessee shall strictly obey and adhere to any applicable Environmental Law (as defined below) that in any manner regulates or governs any such Hazardous Material Activity of Lessee. As used in this Lease, "Hazardous Material" means any hazardous, etiological, toxic, or radioactive substance, chemical, compound, product, solid, gas, liquid, by-product, pollutant, contaminant, material, matter, or waste that is or becomes during the Term of this Lease regulated by any applicable Environmental Law (as defined below). As used in this Lease, "Environmental Law" means any federal, state, or local law, ordinance, order, rule, regulation, code, or any governmental restriction, requirement, permit, license, certificate, decision or other governmental action in connection with any Hazardous Material or any Hazardous Material Activity. Upon or prior to the termination of this Lease, Lessee shall remove from the Building and the Premises, at Lessee's sole cost and expense, any Hazardous Material that Lessee brought or permitted to be brought upon the Building and the Premises.

Section 8.2. Environmental Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, hold harmless and hereby waives any claim for contribution against the Lessor, its officers, agents and employees, for any damages, expenses, liabilities, fines, costs, penalties, attorneys' fees, consultant fees and expert fees (including, but not limited to any removal and clean-up of any Hazardous Material and restoration work necessary to return the Building and the Premises, together with any other property of any nature wherever located, to their condition existing prior to the introduction of any such Hazardous Material, as well as any loss, or restriction on use of leaseable space or any amenity of the Building or the Premises) resulting from any Hazardous Material Activity or any other acts or omissions of Lessee, or any of its officers, agents, employees, contractors or the invitees of any of them, which gives rise to any liability, civil or criminal, or responsibility of the Lessor under any applicable Environmental Law in connection with Lessee's use and occupation of the Building or the Premises under this Lease. The provisions of this Section 8.2 shall survive the expiration or earlier termination of this Lease and Lessee's obligations hereunder shall apply whenever the Lessor incurs any cost or liability for any Hazardous Material Activity of Lessee or any other acts or omissions of Lessee of the types described in Section 8.1 of this Lease above.

ARTICLE IX INSURANCE

Section 9.1. Insurance Required of Lessee. During the entire Term that this Lease shall be in effect, Lessee, at its sole cost and expense, shall carry and maintain:

(a) All risk property and casualty insurance against loss or damage or other risks embraced by the coverage of the type now known as the broad form of extended coverage (including but not limited to riot and civil commotion, vandalism, malicious mischief and earthquake) in an amount not less than 100% of the Full Replacement Value of the Premises, including all improvements thereon. The policy of insurance carried in accordance with this Section 9.2(a) shall contain a "Replacement Cost Endorsement". During the Term of this Lease, such Full Replacement Value shall be redetermined from time to time upon the written request of the Lessor, but not more frequently than once in any twenty-four (24) consecutive month period, except in the event of substantial changes or alterations to the Premises undertaken by the Lessee as permitted under the provisions of Section 7.2 of this Lease;

(b) Comprehensive general liability insurance, including but not limited to insurance against claims or causes of action for personal injury (including without limitation bodily injury or death) or for property damage arising in connection with Lessee's use and occupation of the Building and the Premises, to provide protection as of the Date of Lease and at all times during the period that this Lease shall be in effect, with limits of liability in amounts not less than the Public Liability Insurance Amounts. Such insurance shall also include coverage against liability for personal injury (including without limitation bodily injury or death) and for property damage arising out of the acts or omissions of others who may be on or about the Building or the Premises at the invitation of Lessee; and

(c) Personal property insurance, including but not limited to insurance protecting and indemnifying Lessee against any and all damages to and loss of any of the equipment, furnishings, furniture, fixtures, inventory or contents of Lessee or others which may be located or stored in the Building or the Premises (collectively, "**Lessee's Personal Property**"), and all claims and liabilities related thereto, in such form and amounts, if any, as Lessee shall deem necessary or appropriate.

Section 9.2. Policy Provisions. All insurance which this Lease requires Lessee to carry and maintain or cause to be carried or maintained in Section 9.2(a) and (b) above shall be with such insurers licensed to do business in the State of Illinois. All policies issued by any insurer of the comprehensive general liability insurance specified in Section 9.2(b) will name the Lessor as an additional insured, provide that any losses shall be paid notwithstanding any act, omission or negligence of Lessee, the Lessor or any other person, provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Lessor of written notice thereof, provide that any such insurer shall have no right of subrogation against the Lessor, and be reasonably satisfactory to the Lessor in all other respects. In no circumstances will Lessee be entitled to assign to any third party rights of action which Lessee may have against the Lessor.

Section 9.3. Reliance Upon Property Insurance. Lessee understands that the Lessor, in reliance upon Section 9.2(c) of this Lease above, will not carry insurance of any kind on any of Lessee's Personal Property which may be located or stored in the Building or the Premises and that the Lessor shall not be liable for any damage thereto or loss thereof. In the event of any damage to or loss of any of Lessee's Personal Property, Lessee shall look solely to Lessee's insurance coverage as specified by Section 9.2(c) above and shall make no claim whatsoever against the Lessor.

Section 9.4. Delivery of Policies. Lessee shall deliver or cause to be delivered to the Lessor on or before the Date of Lease copies of policies of insurance evidencing the insurance required by Section 9.2(c) and (b) of this Lease.

**ARTICLE X
ASSIGNMENT AND SUBLEASE**

Section 10.1. Consent Required. Lessee shall not assign or transfer this Lease or any interest in this Lease, or enter into any sublease of the Premises in whole or in part, without the prior, express and written consent of the Lessor, which shall not be unreasonably denied, withheld or delayed. Any assignment or sublease without the Lessor's consent shall be void, and shall, at the option of the Lessor, terminate this Lease.

Section 10.2. Involuntary Transfers. Neither this Lease nor any interest of Lessee in the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer or sale by operation of law in any manner whatever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of the Lessor, terminate this Lease.

**ARTICLE XI
DEFAULT AND REMEDIES**

Section 11.1. Events of Default. The occurrence of any one or more of the following events (here sometimes called an "Event of Default") shall constitute a default of this Lease:

(a) if default shall be made in the due and punctual payment of any Rent, including any Monthly Installment and/or other charges payable under this Lease, or any part thereof, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) days after notice from the Lessor to Lessee specifying the items in default; or

(b) if Lessee shall default in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease provided, other than those referred to in the foregoing Section 11.1(a) of this Lease above, for a period of thirty (30) days after notice from the Lessor to Lessee specifying the items in default (unless the default involves the cancellation of insurance required under Section 9.2(a) hereof or a hazardous condition, which shall be cured forthwith upon the Lessor's demand, or unless some other period of time is otherwise specified in this Lease), subject to the provisions of Section 11.1(e) of this Lease below; or

(c) any desertion, vacation or abandonment of the Premises by Lessee; or

(d) if the Lessor shall default by the failure to perform any of the agreements, terms, covenants, or conditions on its part to be performed under this Lease and that failure continues uncorrected for thirty (30) days after notice of failure from Lessee (unless some other period of time is otherwise specified in this Lease), subject to the provisions of Section 11.1(e) of this Lease below; or

(e) if any default by Lessee under the provisions of Section 11.1(b) of this Lease above or if any default by the Lessor under the provisions of Section 11.1(d) of this Lease above cannot with due diligence be cured or remedied within the period of time specified in such applicable notice of default, and if such defaulting party has commenced to cure or remedy such default and diligently pursues with due diligence to cure or remedy such default thereafter, then the time to cure or remedy such default shall be extended for such additional time as is reasonably necessary to cure or remedy the same with all due diligence.

Section 11.2. Termination of Lease. Upon the occurrence of any Event of Default by either party, the nondefaulting party may, if the nondefaulting party so elects, in addition to any other right or remedy given under this Lease or by law, give notice to defaulting party that this Lease shall terminate upon the date specified in such notice, and upon the date specified in such notice, or in any other notice pursuant to law, this Lease and the term thereof shall terminate.

Section 11.3. Unpaid Rent and Damages. Upon termination of this Lease pursuant to statute or by summary proceedings or otherwise, Lessee shall pay to the Lessor, immediately and without any further demand or notice from the Lessor, any Rent and/or other charges accrued to the date of reentry or repossession of the Premises by the Lessor, together with any Monthly Installment of Rent otherwise payable for the full month in which such reentry or repossession of the Premises by the Lessor occurs.

Section 11.4. Cost and Expenses of Enforcement. Upon the occurrence of an Event of Default which requires either party to undertake any action to enforce any provision of this Lease, the defaulting party shall pay upon demand all of the nondefaulting party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such nondefaulting party in enforcing any of the defaulting party's obligations under this Lease or in any litigation, negotiation or transaction in connection with this Lease in which the defaulting party causes the nondefaulting party, without the nondefaulting party's fault, to become involved or concerned.

Section 11.5. Remedies Cumulative. All rights and remedies conferred on the Lessor and Lessee by this Lease shall be deemed cumulative and no one right or remedy shall be deemed to be exclusive of the other or of any other right or remedy conferred by law, including specific performance or any other equitable action.

ARTICLE XII MISCELLANEOUS

Section 12.1. Entire Agreement; Conflict. This Lease and the Sale Agreement, together with any Exhibit or Addendum attached hereto or thereto, collectively set forth all covenants, promises, agreements, conditions and understandings between the Lessor and Lessee concerning the Premises. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties hereto other than as herein and in the Sale Agreement therein set forth. No subsequent change or addition to this Lease shall be binding upon the Lessor or Lessee unless reduced to writing and signed by both the Lessor and the Lessee.

Section 12.2. No Partnership, Joint Venture, Etc. The Lessor does not in any way become a partner, joint venturer or member of a joint enterprise with Lessee under this Lease.

Section 12.3. Force Majeure. If either party is delayed from the performance of any act required hereunder by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, insurrection, war or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for such reasonable period as may be equivalent to the period of the delay.

Section 12.4. Notices. All notices, demands or other communications to be made or given or required to be made or given to the Lessor under or in respect of this Lease shall be in writing and sent or delivered to the Lessor at the Lessor's Address, and all notices demands or other communications to be made or given or required to be made or given to Lessee under or in respect of this Lease shall be in writing and sent or delivered to Lessee at either the Premises or Lessee's Address, or to such other address as each may give to the other in writing. Unless otherwise stated in this Lease, notices shall be deemed sent or delivered on the date when the same are: (a) deposited in the U.S. Mail and sent by certified mail, postage prepaid; (b) personally delivered; or (c) deposited with a nationally-recognized courier for next day delivery, delivery charge prepaid.

Section 12.5. Consent. Except as to the provisions of Section 8.1 of this Lease, where any other provision of this Lease requires the prior written consent by or approval of either party, such consent or approval shall not be unreasonably denied, withheld or delayed.

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

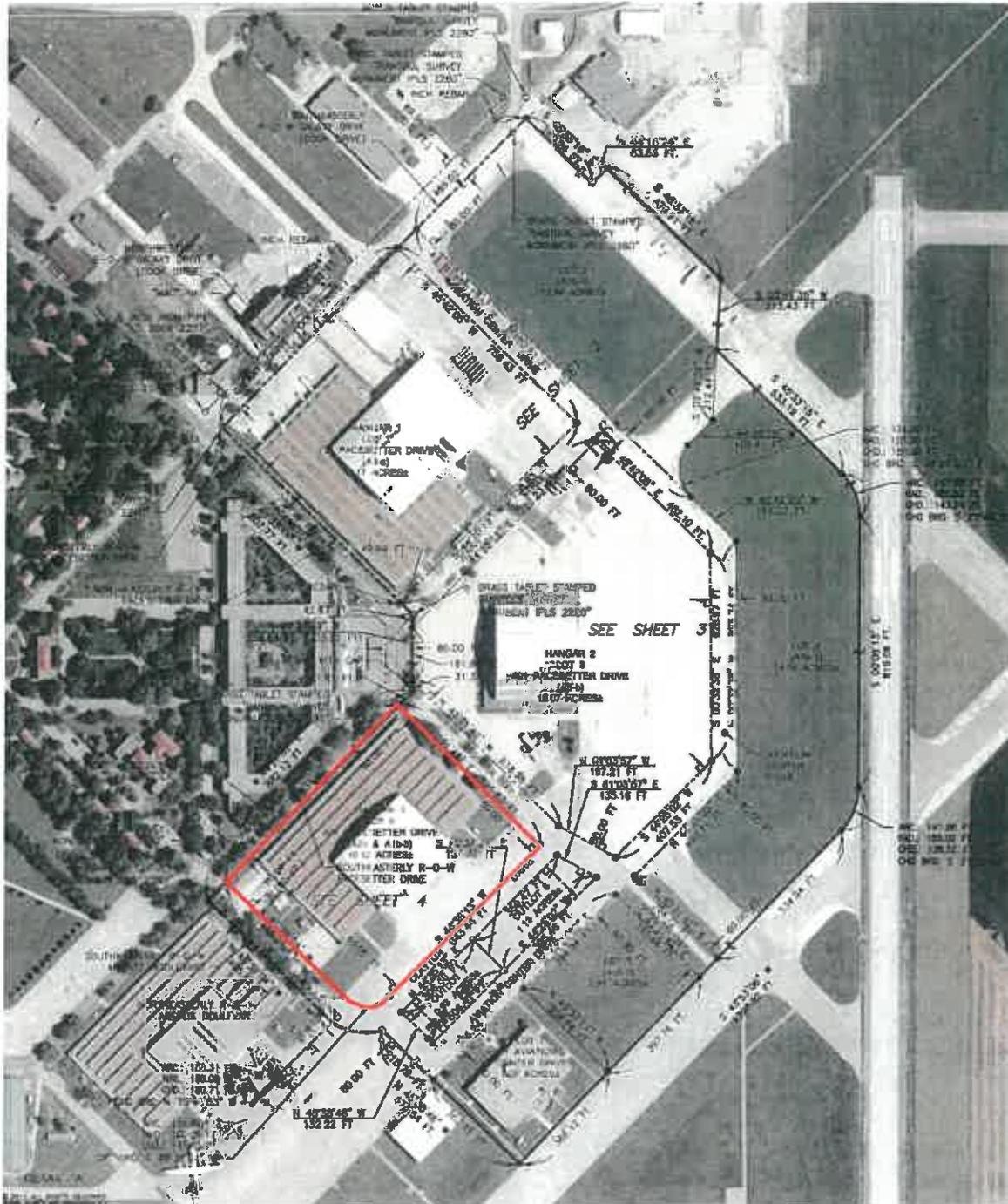
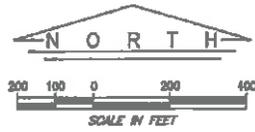
I, the undersigned, a notary in and for said County and State aforesaid, DO HEREBY CERTIFY, that **CHARLES R. SMITH**, personally known to me to be the President of the Board of Trustees of the Village of Rantoul, Illinois, and **MICHAEL P. GRAHAM**, personally known to me to be the Village Clerk of the Village of Rantoul, Illinois, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such President and Village Clerk, respectively, they signed and delivered the said instrument of writing as President and as Village Clerk of said Village of Rantoul, and caused the seal of said Village to be affixed thereto, pursuant to the authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of _____, 2018.

Notary Public

Exhibit 1

Outline Depicting the Boundaries and Location of the Premises



LEASE AGREEMENT
(Hangars 1, 2, 3 and 4 and 1 Aviation Center Drive)

BY AND BETWEEN THE

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
as Lessor

AND

JOHN VAN DER VELDE,
as Lessee

DATED AS OF MAY 4, 2018
AS LAST AMENDED AS OF OCTOBER 1, 2018

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(This Table of Contents is not a part of this Lease Agreement
and is only included for convenience of reference.)

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LEASE AGREEMENT

THIS LEASE AGREEMENT, including any Exhibit and any Addendum hereto as described in Section 1.2 of this instrument below (collectively, this **“Lease”**), is made and entered into as of the Date of Lease as set forth in Section 1.1 of this Lease, by and between the VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, an Illinois municipal corporation, as the Lessor (the **“Village”**), and JOHN VAN DER VELDE, an individual of Los Angeles, California, as the Lessee (the **“Lessee”**).

WITNESSETH:

RECITALS:

A. The Village and the Lessee are parties to a certain Agreement For Sale of Real Estate, dated as of October 1, 2018 (the **“Sale Agreement”**), under and by which the Village has agreed to sell and Lessee has agreed to purchase the Premises (as defined in Section 1.1 of this Lease); and

B. Pending the closing of the respective transactions described in the Sale Agreement, the Village and the Lessee have agreed upon a lease of the Premises on such terms and conditions for such lease as are more specifically set forth in this Lease below:

NOW, THEREFORE, the Village, for and in consideration of the rents, covenants, and agreements reserved and contained on the part of the Lessee to be paid, kept, and performed, has demised and leased, and by this Lease does demise and lease to the Lessee, subject to the covenants and conditions expressed herein which the Lessee agrees to keep and perform, the Premises more particularly described in Section 1.1 of this Lease.

SUBJECT, however, to the Permitted Exceptions described in the Sale Agreement and such other reservations, conditions, covenants, restrictions, rights-of-way, easements or encumbrances, whether or not of record, and such other matters as may be disclosed by inspection or survey.

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. General Definitions; Variable Terms. Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the Recitals hereto and otherwise herein shall have the same meanings for all purposes of this Lease. In addition, in all cases the singular includes the plural, the plural includes the singular and a reference to any pronoun includes both genders and the neuter, as the case may be. Certain further terms for all purposes of this Lease are defined as follows:

“Date of Lease” means May 4, 2018.

“Village’s Address” means: Village of Rantoul
333 S. Tanner Street
Rantoul, IL 61866
Attn: Eric Vences
Tel: (217) 892-6896
evences@village.rantoul.il.us

“Lessee’s Address” means: John van der Velde
3230 Overland Avenue, #217
Los Angeles, CA 90034
Tel: (310) 202-1035

“Premises” means that certain real estate, together with the Buildings and other improvements which may be located thereon, the boundaries and location of which are set forth or outlined on the Site Plan attached hereto as on Exhibit A, and commonly known as 735, 801, 909 and 1011 Pacesetter Drive (**“Hangars 1, 2, 3 and 4”**) and 1 Aviation Center Drive (**“1 Aviation”**), Rantoul, Illinois, the same being the Premises as defined and depicted in the Sale Agreement.

“Buildings” means the Buildings located upon the Premises, each of which such Buildings has the following square footage:

Hangar 1 – 270,000 square feet
Hangar 2 – 99,950 square feet
Hangar 3 – 218,000 square feet
Hangar 4 – 218,000 square feet
1 Aviation – 95,108 square feet

“Commencement Date” means the date the total purchase price is paid to Seller and the closing is concluded under the Sale Agreement.

“Term” means from the Date of Lease to April 30, 2071, unless sooner terminated in accordance with this Lease.

“Rent” means \$1,200.00 per year as of the Commencement Date.

“Monthly Installment” means \$100.00 per month as of the Commencement Date.

“Permitted Use” means any use authorized by the Rantoul Zoning Ordinance (Chapter 46 of the Rantoul Code) for the I-1 Industrial (Light) Zoning District.

“Public Liability Insurance Amounts” means not less than \$5,000,000 for bodily injury or death to any number of persons in any one accident and not less than \$5,000,000 for property damage.

Section 1.2. Exhibits and Addenda. The identification of any Exhibit or any Addendum included with and made a part of this Lease is as follows:

Exhibit 1 Outline Depicting the Boundaries and Location of the Premises

Section 1.3. Certain Phrases. The words “hereof”, “herein”, “hereunder”, “hereto”, and other words of similar import refer to this Lease as a whole and not solely to the particular portion thereof in which any such word is used.

Section 1.4. Subdivisions. References to sections and other subdivisions of this Lease are to the designated sections and other subdivisions of this Lease as originally executed.

Section 1.5. Headings. The headings of this Lease are for convenience of reference only and shall not define or limit the provisions hereof.

ARTICLE II TITLE, LEGAL STATUS OF VILLAGE AND CONDITION OF PREMISES

Section 2.1. Title to Premises. The Village reaffirms to the Lessee that title to the Premises is accurately described in the Sale Agreement and this Lease. Except as otherwise provided in the Sale Agreement and Section 3.1(b) hereof, the Village retains the right to receive any and all rent due and payable to the Village under any leases of all or any part of the Premises existing on the Date of Lease until the Commencement Date.

Section 2.2. Legal Status of Village. Lessee understands and agrees that the Village is entering into this Lease in its capacity as an owner with a proprietary interest in the Premises and not as a municipal regulatory authority having certain police powers or as a municipal utility providing certain utility services. The Village's legal status as a municipal corporation and unit of local government shall in no way limit the obligation of Lessee to obtain any required approval or utility services from any applicable department, board or commission of the Village that has jurisdiction over the Premises. By entering into this Lease, the Village is in no way modifying or limiting the obligation of Lessee to cause the Premises to be used and occupied in accordance with all applicable laws, ordinances, orders, rules and regulations of the Village.

Section 2.3. Condition of Premises. The Lessee acknowledges having inspected and knowing the condition and state of repair of the Premises and the Buildings. It is expressly understood and agreed by and between the Village and the Lessee that the Premises and the Buildings are provided by the Village to the Lessee in an "as is", "where is" condition without any representation or warranty by the Village concerning their condition. The Lessee acknowledges that the Village has made no representation or warranty concerning the condition and state of repair of the Premises and the Buildings, nor any agreement or promise to alter, improve, adapt, repair, remove or clean the Premises and the Buildings unless the same is otherwise expressly stated herein or made a part hereof.

ARTICLE III TERM

Section 3.1. Term.

(a) Unless otherwise terminated earlier hereunder, this Lease shall commence on the Date of Lease and shall be for the Term expiring at 12:00 midnight on the last day of the Term.

(b) From the Date of Lease until the Commencement Date, Lessee shall be entitled to assume possession of such part or parts of the Premises not otherwise leased to any other party and receive three one-time monthly payments of Rent derived from Hangar 1 in the amount of \$12,129.18 each, but shall not have or assume any other right or obligation under this Lease. Such one-time monthly payments shall be returned to the Village in the event of a default of this Lease or the October Sale Agreement.

(c) This Lease shall automatically terminate and be of no force and effect concurrently upon the conclusion of the closing under the Sale Agreement or such other date that the Sale Agreement is terminated in accordance with its terms.

Section 3.2. Surrender of Premises. Upon the expiration or earlier termination of the Term of this Lease for any reason other than the Closing as provided in the Sale Agreement, Lessee shall surrender the Premises in substantially the same condition as that existing as of the Date of Lease, reasonable wear and tear excepted, and all alterations, additions and improvements constructed or installed by or on behalf of the Lessee on the Premises and all permanent fixtures shall become the property of the Village.

ARTICLE IV RENT; ADDITIONAL RENT; SECURITY DEPOSIT

Section 4.1. Payment of Rent. During the Term of this Lease, Lessee covenants and agrees to pay to the Village, without notice or demand and without deduction or setoff for any reason whatsoever, except as may otherwise be specifically provided in this Lease, the amount of the Rent. Such Rent shall be paid in equal monthly installments, each in advance of the first day of each month from and after the Commencement Date in the amount set forth as a Monthly Installment, with the Monthly Installment for the first full month being due and payable on or before the Date of Lease.

Section 4.2. Additional Rent. Lessee shall pay or cause to be paid, and discharge or cause to be discharged, when the same shall become due, as additional Rent, all taxes, assessments, insurance premiums, operating and maintenance charges and other amounts, liabilities and obligations of every description which Lessee assumes or agrees to pay or discharge pursuant to this Lease, together with every penalty, interest or other charge that may be added for nonpayment or late payment, whether payable to the Village or any other person or party designated in this Lease. If Lessee fails to pay or discharge any such amount, liability or obligation, the Village shall have all rights, powers and remedies provided in this Lease or by law in the case of nonpayment of Rent.

Section 4.3. Place of Payment. All payments by Lessee to the Village under and pursuant to this Lease shall be made payable to the Village of Rantoul and forwarded to the Village Comptroller, at 333 S. Tanner Street, Rantoul, Illinois 61866, unless some other payee or place of payment is otherwise specified in writing by the Village.

ARTICLE V UTILITIES AND TAXES

Section 5.1. Utilities. Lessee shall, during the entire Term of this Lease from and after the Commencement Date, fully and promptly pay for all water, sewer, natural gas, steam heat, light, electric power and telephone services and other public utility services of every kind and nature which Lessee may require in connection with the Premises and the Buildings. The Lessee shall deal directly with any provider of any utility servicing the Premises and the Buildings concerning the Lessee's own utility needs and shall pay all costs incident to any such utility service, including, without limitation, the cost of purchasing, installing and maintaining meters, connection changes and deposits. The Village does not in any way warrant the provision, maintenance or adequacy of any such utility service provided by any such provider of utility service and shall not be liable to Lessee for any interruption in any such utility service.

Section 5.2. Taxes and Assessments. From and after the Commencement Date, Lessee shall pay all general taxes which may be levied or assessed upon the leasehold estate of Lessee under this Lease. In connection with Lessee's obligation to pay such general taxes, the provisions of Sections 9-195 and 15-60 of the Property Tax Code of the State of Illinois (35 ILCS 200/1-1 *et seq.*), as supplemented and amended (the "**Property Tax Code**"), with respect to property belonging to a municipality but leased to another whose property is not exempt, are applicable to the provisions of this Section 5.2 of this Lease. Lessee acknowledges that pursuant to such Sections 9-195 and 15-60 of the Property Tax Code, the Village has or will have made due application to have the Premises be and remain exempt from taxation to the Village. The leasehold interest of Lessee under this Lease is therefore mutually acknowledged and intended to be assessed under Sections 9-195 and 15-60 of the Property Tax Code so as to make such leasehold estate and related appurtenances under this Lease to be listed as the property of Lessee as real estate for such taxation purposes and, unless Lessee is itself exempt from taxation, payable directly by Lessee. Lessee shall have the right at its own cost and expense to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of, exemption from or otherwise contesting the validity or amount of taxes assessed and levied upon the Premises or the leasehold interest of Lessee which are required to be paid by Lessee hereunder.

ARTICLE VI USE OF PREMISES; COMPLIANCE WITH LAWS; INSPECTION

Section 6.1. Conduct and Use. The Lessee shall use each of the Premises only for the purposes of conducting thereon the Permitted Use and for incidental purposes related thereto and no other purpose.

Section 6.2. Compliance with Applicable Laws. Lessee covenants and agrees that in the use and occupation of the Premises and the Buildings and in the prosecution or conduct of the Permitted Use therein, the Lessee shall comply with all material requirements of all applicable laws, ordinances, orders, rules and regulations of the federal, state and local authorities and with any directive, permit, license or certificate of occupancy issued pursuant thereto by any public officer or officers, including, but not limited to, those relating to occupational safety, health and the environment. Lessee covenants not to use or to permit to be used any part of the Premises and the Buildings for any dangerous, noxious, or offensive trade or business and to not cause or maintain any nuisance in, at, or on the Premises. The Lessee shall be solely responsible for obtaining at the Lessee's sole cost and expense any and all licenses and permits required for Lessee's use and occupancy of the Premises and the Buildings, including the Permitted Use under this Lease.

Section 6.3. Access and Inspection. The Village, together with its officers, employees, agents and contractors, may enter upon the Premises and the Buildings at any reasonable time for any purposes not inconsistent with the Lessee's use and occupation of the Premises and the Buildings under this Lease, including but not limited to the purpose of building inspection and code enforcement. The Village will normally give the Lessee at least 24 hours prior notice of its intention to enter the Premises and the Buildings unless the Village determines that such entry is required for safety, environmental, operational or security purposes. The Lessee shall have no claim on account of any such entries against the Village or any of its officers, employees, agents or contractors.

ARTICLE VII MAINTENANCE AND REPAIRS, ALTERATIONS AND IMPROVEMENTS, DAMAGE AND CONDEMNATION

Section 7.1. Maintenance and Repairs, Alterations and Improvements. From and after the Date of Lease, Lessee shall, at its own cost and expense, make all necessary repairs and replacements to the Premises and the Buildings, including the roof, foundation, heating, air-conditioning, plumbing, electrical, and sewerage systems and the structural components and soundness of the exterior walls of the Buildings, including any other improvements of every kind which may be a part thereof, and shall keep and maintain the same in good condition and repair. Such repairs and replacements, ordinary or extraordinary, shall be made promptly, if, as and when necessary. All such repairs and replacements shall additionally be in quality and class at least equal to the original work. In connection with any such maintenance, repairs and replacements, Lessee shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises and the Buildings and any improvements thereon, or any activity or condition on or in the Premises and the Buildings, including, but not limited to, the provisions of the Americans with Disability Act of 1990 (42 U.S.C. Sections 12101 et seq.), as supplemented and amended, to the extent applicable thereto. Lessee shall, at its own cost and expense, keep the Premises and the Buildings in a sanitary, clean and neat order.

Section 7.2. Alterations and Improvements and Changes. From and after the Date of Lease, Lessee, at its own cost and expense, but only after written permission of the Village has been first obtained, shall have the right to alter and/or improve the Premises and the Buildings, as Lessee may deem necessary. In connection with obtaining such written permission, Lessee shall furnish the Village with copies of the plans and specifications for any such alterations and improvements, and if such written permission is obtained, Lessee shall obtain all required permits for any such alterations and improvements. Any such alterations and improvements shall be made in full compliance with any and all laws, ordinances, codes, rules and regulations which may govern the same, including those pertaining to zoning, land use regulation and buildings or structures. Lessee shall hold the Village harmless from any loss or damage by reason of any of Lessee's alterations and improvements to the Premises.

Section 7.3. Covenant Against Encumbrances and Liens. Prior to the Commencement Date, Lessee shall not encumber its leasehold interest in the Premises and shall do all things necessary to prevent

the filing of any mechanics' or other liens against the Buildings or the Premises or the interest of the Village therein by reason of any work, labor, services or materials performed or supplied or claimed to have been performed or supplied to Lessee or anyone holding the Premises, or any part thereof, through or under Lessee. If any such lien shall at any time be filed, Lessee shall cause the same to be vacated and cancelled of record within thirty (30) days after the date of the filing thereof; provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence the validity of any lien or claimed lien. On final determination of the lien or claim for lien, Lessee shall immediately pay any judgment rendered with all proper costs and charges and will at Lessee's own expense have the lien released and judgment satisfied.

Section 7.4. Fixtures and Equipment. Lessee may, at Lessee's sole cost and expense, furnish and install such business and trade fixtures and equipment in the Buildings as may be necessary or desirable for Lessee's business. Any business and trade fixtures and equipment which do not become structural in nature shall remain the personal property of Lessee and may be removed by Lessee at the expiration or earlier termination of this Lease. Upon removal of any such fixtures and equipment, Lessee shall repair any damage to the Buildings caused by such removal and shall restore the Buildings to its condition as of the Date of Lease. Lessee shall furnish any signs to be used on the Premises for the advertisement of Lessee's business.

Section 7.5. Damage and Destruction. In the event the Premises or any part thereof is damaged or destroyed by fire, explosion, the elements or other casualty at any time after the Commencement Date, Lessee shall assume any risk of loss associated therewith.

Section 7.6. Condemnation. In the event that the Premises or any part thereof is appropriated or taken under the power of eminent domain by any public or governmental authority at any time after the Commencement Date, Lessee shall have the right to recover from the public or governmental authority such compensation as may be awarded on account of the loss of the real estate and related improvements.

ARTICLE VIII HAZARDOUS MATERIAL

Section 8.1. General Prohibition. Lessee shall not cause or permit any Hazardous Material (as defined below) to be brought or remain upon, manufactured, possessed, used, discharged, leaked or emitted in or about, or treated (collectively, a "Hazardous Material Activity") on, in, under or about the Buildings or the Premises without the prior written consent of the Village, which consent the Village may withhold in its reasonable discretion; provided, however, the Village, in its reasonable discretion, may consent to any Hazardous Material Activity on, in, under or about the Buildings or the Premises if Lessee demonstrates to the Village, in its sole and absolute judgment, that any such Hazardous Material (in incidental quantities) is necessary to or required as a part of Lessee's Permitted Use and that Lessee shall strictly obey and adhere to any applicable Environmental Law (as defined below) that in any manner regulates or governs any such Hazardous Material Activity of Lessee. As used in this Lease, "Hazardous Material" means any hazardous, etiological, toxic, or radioactive substance, chemical, compound, product, solid, gas, liquid, by-product, pollutant, contaminant, material, matter, or waste that is or becomes during the Term of this Lease regulated by any applicable Environmental Law (as defined below). As used in this Lease, "Environmental Law" means any federal, state, or local law, ordinance, order, rule, regulation, code, or any governmental restriction, requirement, permit, license, certificate, decision or other governmental action in connection with any Hazardous Material or any Hazardous Material Activity. Upon or prior to the termination of this Lease, Lessee shall remove from the Buildings and the Premises, at Lessee's sole cost and expense, any Hazardous Material that Lessee brought or permitted to be brought upon the Buildings and the Premises.

Section 8.2. Environmental Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, hold harmless and hereby waives any claim for contribution against the Village, its officers, agents and employees, for any damages, expenses, liabilities, fines, costs, penalties, attorneys' fees, consultant fees and expert fees (including, but not limited to any removal and clean-up of any Hazardous

Material and restoration work necessary to return the Buildings and the Premises, together with any other property of any nature wherever located, to their condition existing prior to the introduction of any such Hazardous Material, as well as any loss, or restriction on use of leaseable space or any amenity of the Buildings or the Premises) resulting from any Hazardous Material Activity or any other acts or omissions of Lessee, or any of its officers, agents, employees, contractors or the invitees of any of them, which gives rise to any liability, civil or criminal, or responsibility of the Village under any applicable Environmental Law in connection with Lessee's use and occupation of the Buildings or the Premises under this Lease. The provisions of this Section 8.2 shall survive the expiration or earlier termination of this Lease and Lessee's obligations hereunder shall apply whenever the Village incurs any cost or liability for any Hazardous Material Activity of Lessee or any other acts or omissions of Lessee of the types described in Section 8.1 of this Lease above.

ARTICLE IX LIABILITY, INDEMNIFICATION AND INSURANCE

Section 9.1. Liability and General Indemnification.

(a) From and after the Date of Lease and to the fullest extent permitted by law, Lessee agrees to assume all risks of loss of or damage to property, including the Buildings and the Premises, and injury to or death of persons by reason of or incident to the possession and/or use of the Buildings and the Premises by Lessee, or any of the activities conducted by Lessee under this Lease. Lessee expressly waives all claims against the Village for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Buildings and the Premises by Lessee or the conduct of activities or the performance of responsibilities by Lessee under this Lease. To the fullest extent permitted by law, Lessee further agrees to indemnify, save, hold harmless, and defend the Village, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of the possession and/or use of the Buildings and the Premises by Lessee or any activities conducted or services furnished by Lessee in connection with or pursuant to this Lease, whether such loss, damages, injuries or death shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or any occupant, visitor or user of any portion of the Premises.

(b) The agreements contained in this Section 9.1(a) above, do not extend to claims for damages caused solely by the gross negligence or willful misconduct of the Village, its officers, agents or employees. To the fullest extent permitted by law, the Village agrees to indemnify, save, hold harmless, and defend Lessee, its officers, agents and employees from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of the Village's failure to perform any of the agreements, terms, covenants, or conditions on its part to be performed under this Lease.

Section 9.2. Insurance Required of Lessee. From and after the Date of Lease, Lessee, at his sole cost and expense, shall carry and maintain:

(a) All risk property and casualty insurance against loss or damage or other risks embraced by the coverage of the type now known as the broad form of extended coverage (including but not limited to riot and civil commotion, vandalism, malicious mischief and earthquake) in an amount not less than 100% of the \$8,175,000.00 total purchase price for all of the Premises under each of the Sale Agreements. The policy of insurance carried in accordance with this Section 9.2(a) shall contain a "Replacement Cost Endorsement". During the Term of this Lease, such Full Replacement Value shall be redetermined from time to time upon the written request of the Village in the event of substantial changes or alterations to the Premises undertaken by the Lessee as permitted under the provisions of Section 7.2 of this Lease;

(b) Comprehensive general liability insurance, including but not limited to insurance against claims or causes of action for personal injury (including without limitation bodily injury or death) or for property damage arising in connection with Lessee's use and occupation of the Buildings and the Premises, to provide protection as of the Date of Lease and at all times during the period that this Lease shall be in effect, with limits of liability in amounts not less than the Public Liability Insurance Amounts. Such insurance shall also include coverage against liability for personal injury (including without limitation bodily injury or death) and for property damage arising out of the acts or omissions of others who may be on or about the Buildings or the Premises at the invitation of Lessee; and

(c) Personal property insurance, including but not limited to insurance protecting and indemnifying Lessee against any and all damages to and loss of any of the equipment, furnishings, furniture, fixtures, inventory or contents of Lessee or others which may be located or stored in the Buildings or the Premises (collectively, "Lessee's Personal Property"), and all claims and liabilities related thereto, in such form and amounts, if any, as Lessee shall deem necessary or appropriate.

Section 9.3. Policy Provisions. All insurance which this Lease requires Lessee to carry and maintain or cause to be carried or maintained in Section 9.2(a) and (b) above shall be with such insurers having a Best rating of "A" or better and licensed to do business in the State of Illinois as the Village shall approve. All policies issued by any insurer of the comprehensive general liability insurance specified in Section 9.2(a) and (b) will name the Village as an additional insured, provide that any losses shall be paid notwithstanding any act, omission or negligence of Lessee, the Village or any other person, provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Village of written notice thereof, provide that any such insurer shall have no right of subrogation against the Village, and be reasonably satisfactory to the Village in all other respects. In no circumstances will Lessee be entitled to assign to any third party rights of action which Lessee may have against the Village.

Section 9.4. Reliance Upon Property Insurance. Lessee understands that the Village, in reliance upon Section 9.2(c) of this Lease above, will not carry insurance of any kind on any of Lessee's Personal Property which may be located or stored in the Buildings or the Premises and that the Village shall not be liable for any damage thereto or loss thereof. In the event of any damage to or loss of any of Lessee's Personal Property, Lessee shall look solely to Lessee's insurance coverage as specified by Section 9.2(c) above and shall make no claim whatsoever against the Village.

Section 9.5. Delivery of Policies. Lessee shall deliver or cause to be delivered to the Village on or before the Date of Lease copies of policies of insurance evidencing the insurance required by Section 9.2(a) and (b) of this Lease.

ARTICLE X ASSIGNMENT AND SUBLEASE

Section 10.1. Consent Required. Prior to the Commencement Date, Lessee shall not assign or transfer this Lease or any interest in this Lease, or enter into any sublease of the Premises in whole or in part, without the prior, express and written consent of the Village, which shall not be unreasonably denied, except that any assignment of this Lease as collateral may be made without the prior written consent of the Village. Any assignment or sublease without the Village's consent shall be void, and shall, at the option of the Village, terminate this Lease. In the event that the Village provides its consent and Lessee elects to enter into any assignment, transfer or sublease of the Premises, any such assignment, transfer or sublease shall be made subject to the provisions of this Lease.

Section 10.2. Involuntary Transfers. Neither this Lease nor any interest of Lessee in the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer or sale by operation of law in any manner whatever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of the Village, terminate this Lease.

ARTICLE XI DEFAULT AND REMEDIES

Section 11.1. Events of Default. The occurrence of any one or more of the following events (here sometimes called an “Event of Default”) shall constitute a default of this Lease:

(a) if default shall be made in the due and punctual payment of any Rent, including any Monthly Installment and/or other charges payable under this Lease, or any part thereof, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) days after notice from the Village to Lessee specifying the items in default; or

(b) if Lessee shall default in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease provided, other than those referred to in the foregoing Section 11.1(a) of this Lease above, for a period of thirty (30) days after notice from the Village to Lessee specifying the items in default (unless the default involves the cancellation of insurance required under Section 9.2(a) or (b) hereof or a hazardous condition, which shall be cured forthwith upon the Village’s demand, or unless some other period of time is otherwise specified in this Lease), subject to the provisions of Section 11.1(e) of this Lease below; or

(c) any desertion, vacation or abandonment of the Premises by Lessee; or

(d) if the Village shall default by the failure to perform any of the agreements, terms, covenants, or conditions on its part to be performed under this Lease and that failure continues uncorrected for thirty (30) days after notice of failure from Lessee (unless some other period of time is otherwise specified in this Lease), subject to the provisions of Section 11.1(e) of this Lease below; or

(e) if any default by Lessee under the provisions of Section 11.1(b) of this Lease above or if any default by the Village under the provisions of Section 11.1(d) of this Lease above cannot with due diligence be cured or remedied within the period of time specified in such applicable notice of default, and if such defaulting party has commenced to cure or remedy such default and diligently pursues with due diligence to cure or remedy such default thereafter, then the time to cure or remedy such default shall be extended for such additional time as is reasonably necessary to cure or remedy the same with all due diligence.

Section 11.2. Termination of Lease. Upon the occurrence of any Event of Default by either party, the nondefaulting party may, if the nondefaulting party so elects, in addition to any other right or remedy given under this Lease or by law, give notice to defaulting party that this Lease shall terminate upon the date specified in such notice, and upon the date specified in such notice, or in any other notice pursuant to law, this Lease and the term thereof shall terminate.

Section 11.3. Unpaid Rent and Damages. Upon termination of this Lease pursuant to statute or by summary proceedings or otherwise, Lessee shall pay to the Village, immediately and without any further demand or notice from the Village: (i) any Rent and/or other charges accrued to the date of reentry or repossession of the Premises by the Village, together with any Monthly Installment of Rent otherwise payable for the full month in which such reentry or repossession of the Premises by the Village occurs; and (ii) \$12,129.18, the same being the amount to be repaid to the Village by Lessee under Section 3.1 hereof.

Section 11.4. Cost and Expenses of Enforcement. Upon the occurrence of an Event of Default which requires either party to undertake any action to enforce any provision of this Lease, the defaulting party shall pay upon demand all of the nondefaulting party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such nondefaulting party in enforcing any of the defaulting party's obligations under this Lease or in any litigation, negotiation or transaction in connection with this Lease in which the defaulting party causes the nondefaulting party, without the nondefaulting party's fault, to become involved or concerned.

Section 11.5. Remedies Cumulative. All rights and remedies conferred on the Village and Lessee by this Lease and the Sale Agreement shall be deemed cumulative and no one right or remedy shall be deemed to be exclusive of the other or of any other right or remedy conferred by law, including specific performance or any other equitable action.

ARTICLE XII MISCELLANEOUS

Section 12.1. Entire Agreement; Conflict. This Lease, together with the Sale Agreement and any Exhibit or Addendum attached hereto, collectively set forth all covenants, promises, agreements, conditions and understandings between the Village and Lessee concerning the Premises. Except for the Sale Agreement, there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties hereto other than as herein and therein set forth. No subsequent change or addition to this Lease shall be binding upon the Village or Lessee unless reduced to writing and signed by both the Village and the Lessee. In the event of any irreconcilable conflict between the Sale Agreement and this Lease, the provisions of the Sale Agreement shall control.

Section 12.2. No Partnership, Joint Venture, Etc. The Village does not in any way become a partner, joint venturer or member of a joint enterprise with Lessee under this Lease.

Section 12.3. Force Majeure. If either party is delayed from the performance of any act required hereunder by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, insurrection, war or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for such reasonable period as may be equivalent to the period of the delay.

Section 12.4. Notices. All notices, demands or other communications to be made or given or required to be made or given to the Village under or in respect of this Lease shall be in writing and sent or delivered to the Village at the Village's Address, and all notices demands or other communications to be made or given or required to be made or given to Lessee under or in respect of this Lease shall be in writing and sent or delivered to Lessee at Lessee's Address, or to such other address as each may give to the other in writing. Unless otherwise stated in this Lease, notices shall be deemed sent or delivered on the date when the same are: (a) deposited in the U.S. Mail and sent by certified mail, postage prepaid; (b) personally delivered; or (c) deposited with a nationally-recognized courier for next day delivery, delivery charge prepaid.

Section 12.5. Consent. Except as to the provisions of Section 8.1 of this Lease, where any other provision of this Lease requires the prior written consent by or approval of either party, such consent or approval shall not be unreasonably withheld.

Section 12.6. Time of the Essence. Time is of the essence of this Lease and each and every covenant, term, condition and provision hereof.

Section 12.7. Quiet Enjoyment. The Village covenants and warrants that, except as otherwise provided in this Lease, for so long as Lessee fulfills the agreements, terms, conditions and covenants required

of Lessee under this Lease, the Lessee shall, at all times during the Term of this Lease, have and enjoy peaceful and quiet possession of the Premises.

Section 12.8. Applicable Law; Venue. This Lease shall be governed by and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by either party to enforce any of the provisions of this Lease, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 12.9. Counterparts. This Lease may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, each of the parties hereto have executed or caused this Lease to be executed by proper officers duly authorized to execute the same as of the Date of Lease set forth herein.

LESSOR:

LESSEE:

THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS

JOHN VAN DER VELDE

By: _____
Charles R. Smith
Village President

ATTEST:

By: _____
Michael P. Graham
Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a notary in and for said County and State aforesaid, DO HEREBY CERTIFY, that **CHARLES R. SMITH**, personally known to me to be the President of the Board of Trustees of the Village of Rantoul, Illinois, and **MICHAEL P. GRAHAM**, personally known to me to be the Village Clerk of the Village of Rantoul, Illinois, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such President and Village Clerk, respectively, they signed and delivered the said instrument of writing as President and as Village Clerk of said Village of Rantoul, and caused the seal of said Village to be affixed thereto, pursuant to the authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of _____, 2018.

ORDINANCE NO. 2589

**AN ORDINANCE
AUTHORIZING AND APPROVING AN AGREEMENT
FOR THE SALE OF REAL ESTATE OWNED BY THE
VILLAGE OF RANTOUL, ILLINOIS, AND CERTAIN
RELATED LEASE AGREEMENTS IN CONNECTION THEREWITH
(735, 801, 909 and 1011 Pacesetter Drive and 1 Aviation Center Drive)**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is the owner of certain parcels of real estate commonly known as 735, 801, 909 and 1011 Pacesetter Drive and 1 Aviation Center Drive, Rantoul, Illinois, which are more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference thereto (collectively, the “**Premises**”); and

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village has determined that it is necessary, desirable and in the best interests of the Village to sell the Premises; and

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of an Agreement for Sale of Real Estate by and between the Village, as Seller, and John Van Der Velde, as Buyer (the “**Buyer**”), under and by which such Buyer has agreed to purchase the Real Estate for \$7,960,326.00 (the “**Agreement**”). (All capitalized words and terms not otherwise defined herein shall have the same meaning as ascribed to them in the Agreement); and

WHEREAS, there are certain leases that are an integral part of the transaction detailed in the Agreement; namely, (i) a lease of the Premises from the Village to the Buyer pending the closing of the sale under the Agreement, and (ii) a lease of 909 Pacesetter Drive from the Buyer back to the Village for a period of five (5) years to facilitate a financing arrangement for the Buyer (collectively, the “**Leases**”).

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

Section 1. That the Agreement, including the terms thereof as set forth in the form of such Agreement presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted, together with the related Leases, be and the same are hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Agreement and each of the Leases and the Village Clerk is hereby authorized to attest such execution of the Agreement and each of the Leases, with such changes and revisions in the form of such documents as may be approved by the Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such changes or revisions therein from the form of the Agreement and each of the Leases as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted.

Section 3. That the conveyance of the Real Estate is hereby authorized to be made to the Buyer upon full and complete performance by the Buyer of its obligations under the Agreement and each of the Leases, the Corporate Authorities hereby expressly finding that the Premises are no longer necessary for, useful to, or in the best interests of the Village to retain.

Section 4. That all actions of the officers, employees and agents of the Village heretofore taken in connection with the Agreement and each of the Leases, including such conveyance of the Premises, are hereby ratified, confirmed and approved.

Section 5. That all prior ordinances and resolutions authorizing and approving the sale of the Premises by whatever title or titles as may have been ascribed thereto are hereby superseded.

Section 6. That 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 deliver all such supplemental documents and instruments as may be necessary to accomplish the purposes of the Agreement and each of the Leases under this Ordinance in accordance with the respective terms, conditions and undertakings thereof, including the execution, acceptance, delivery, and recordation of any supplemental agreements, deeds, and other instruments pertaining to the conveyance of the Premises in connection with the Agreement.

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

PASSED this 9th day of October, 2018.

Village Clerk

APPROVED this 9th day of October, 2018.

Village President

EXHIBIT A

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE _____ OF _____

ITEM: Amendment to intergovernmental agreement with Rantoul Township High School in connection with a School Resource Officer	DEPARTMENT: Police
AGENDA SECTION:	AMOUNT: \$0
ATTACHMENTS: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents	DATE: September 4, 2018
SUMMARY HIGHLIGHTS: The Village of Rantoul entered into an intergovernmental agreement with Rantoul Township High School on May 8, 2012 (Resolution Number 5-12-1120) in connection with a School Resource Officer. The original agreement was updated in August 2018 to reflect the following changes: <ul style="list-style-type: none"> • On-site times for the school resource officer of 7:30am to 3:20pm • Designated contact person for the school resource officer is the principal of schools. The Rantoul High School Board of Education approved the amended agreement at their August 2018 board meeting.	
RECOMMENDED ACTION: <i>Approval</i>	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR 

**AMENDED
SCHOOL RESOURCE OFFICER
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF RANTOUL
AND RANTOUL TOWNSHIP HIGH SCHOOL DISTRICT NO. 193**

This Agreement is made and entered into this 13th day of August, 2018 by and between the Board of Education (hereinafter called the "**BOE**") of Rantoul Township High School District No. 193 (hereinafter called "**RTHS**") and the Village of Rantoul (hereinafter called the "**Village**").

WITNESSETH:

WHEREAS, RTHS desires to contract with the Village for School Resource Officer services to provide for the safety and protection of the students, faculty, staff, and others at RTHS, and ,

WHEREAS, the Village, by and through its police department (hereinafter called "**RPD**"), desires to assist in the effort by providing the hereinafter described SRO services upon RTHS property;

WHEREAS RTHS and the Village are authorized and empowered to contract with each other under the provisions of Article VII, Section 10 of the Constitution of the State of Illinois and pursuant to the Intergovernmental Cooperation Act 5, ILCS 220/1, et seq., and RTHS and the Village wish to enter this Agreement pursuant to the authority conferred upon them hereunder

NOW, THEREFORE, the Village and RTHS agree as follows;

1. School Resource Officer Services Provided by the Village. Subject to approval by RTHS, the Village shall assign one (1) Rantoul police officer as a School Resource Officer (hereinafter called "**SRO**") to perform duties as determined and requested by RTHS pursuant to this Agreement including:
 - Develop expertise in presenting various subjects (particularly in meeting federal and state mandates in drug abuse prevention education) and provide presentations at the request of the school personnel in accordance with the established curriculum
 - Abide by school board policies and consult with and coordinate activities through the school administration
 - Encourage and facilitate individual and small group discussions about law enforcement related matters with students, faculty, and parents
 - Attend meetings to solicit parent and faculty support and understanding of the School Resource Officer program and to promote awareness of law enforcement functions
 - Be familiar with community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and make referrals when appropriate
 - Collaborate with the District administration to develop and implement plans and strategies to prevent and/or minimize dangerous situations on or near school property or

involving students at school-related activities

- Coordinate with the administration and be responsible for law enforcement and security activities pertaining to RTHS facilities pursuant to this Agreement
- Formulate and provide educational crime prevention programs to reduce the potential crimes against persons and property in the schools
- Act as a resource to the administrators in investigating violations related to the school community
- Serve as a positive role model to improve the image of law enforcement officers in the eyes of the students and the community
- Counsel students in special situations, such as students suspected of engaging in criminal misconduct, and answer questions that students may have about criminal or juvenile law
- SRO shall provide written incident/activity documentation to the RTHS Principal in form content and duration reasonably requested by the RTHS Principal

2. Selection and Assignment.

- The parties acknowledge that the SRO shall be a full-time regular police officer of RPD with the training and certifications necessary to serve in such capacity, and that a single employee of Village satisfying these criteria shall perform all of the SRO duties required by this Agreement. The SRO shall at all times relevant to this Agreement, remain an employee of Village and shall be subject to terms and conditions of employment established by the Village. It is the express intent of the parties that nothing contained herein shall be deemed to create an employer-employee relationship between RTHS and the Village or between RTHS and the SRO it being the express intent of the parties instead that Village and RTHS shall be contracting as independent parties. The SRO shall at all times remain under the principal supervision of the Police Chief (or his/her designee) of RPD and in the event of any conflict between the directions issued by the RPD Police Chief and a RTHS representative, the directions issued by the Police Chief or his/her designee shall always prevail. Only the Village and RPD may discipline the SRO.
- Notwithstanding the foregoing, both parties shall collaborate in the selection of the SRO, including replacements in the event of resignations, retirements, or other personnel changes and both parties may terminate this Agreement in the event a particular SRO suitable to it cannot be jointly identified. In the event such collaborative efforts fail to result in the identification and selection of an SRO acceptable to both parties, this Agreement shall be deemed null and void and of no further force and effect with respect to future activities hereunder. Either party may request the assignment of a different SRO for good cause, violations of applicable rules or regulations, or when otherwise in the best interests of RTHS, its faculty, staff or students, or those of RPD or the Village. Absent circumstances requiring immediate action, contemplated personnel transitions should be timed so as to be ready for approval in the month of March. In the event of a

transition in which the successor is in need of the training and certifications necessary to serve as an SRO, such training should ideally take place during the summer recess between academic years.

- In addition to compliance with the requirements set forth in Section 2.a. the SRO shall satisfy the following requirements and/or maintain the following certifications:
 - i. SRO Certification
 - ii. Juvenile Police Officer (JPO) Certification
 - iii. Commitment, flexibility and ability to work in a school setting and on a school schedule
 - iv. Ability to work effectively with young adults, and,
 - v. A minimum of 4 years of experience as a Rantoul Police Officer shall be preferred

3. Schedule, Working Hours, Employment Terms.

- a. The SRO shall be assigned by Village to RTHS on days when RTHS is in normal session and the SRO shall follow a standard daily schedule and be on-site at RTHS from 7:30 am; to 3:20 pm; on those days. In the event RTHS'S administration requests the SRO's attendance at extracurricular activities or events occurring beyond the standard daily schedule and the SRO consents to attendance at a particular Extracurricular Event, it is the parties' understanding that the time spent by the SRO to attend the Extracurricular Event may be deducted from the SRO's standard daily schedules for the week in question so that no overtime charges are incurred.
- b. The SRO shall annually start the standard daily schedule governed by this Agreement adhering to the annual teacher schedule, which is typically 36 weeks in duration. During the RTHS summer break, the SRO to be assigned to RTHS for the upcoming school year shall participate in two weeks of training related to School Resource Officer duties, which training may include attendance at the NASRO conference, the IJOA conference, or other similar training programs. The total duration of the annual SRO contract schedule shall, therefore, consist of 38 total calendar weeks.
- c. Notwithstanding the foregoing the parties recognize that -a portion of the SRO's duties under such assignment may necessarily be required to be performed at locations other than the school district, such as the police department juvenile detention center, county jail courthouse and the community of which RTHS is a part. RTHS agrees that the SRO as part of the duties of such assignment may from time to time attend local and area meetings with other School Resource Officers, juvenile officers, probation officers, and other such juvenile justice personnel. Furthermore RTHS agrees that the SRO as part of the duties of assignment to RTHS may from time to time attend law enforcement training and conferences relevant to school safety and security, juvenile justice and intervention, substance abuse prevention and/or the duties of officers assigned to schools as resource or liaison officers. RPD and the Village agree to assume responsibility for all

fees and expenses of such training or conferences with the exceptions of any school system sponsored training or conferences that RTHS may determine appropriate for the SRO to attend. RPD and the Village stipulate that any absences by the SRO to attend training not related to matters of school safety and security juvenile justice and intervention, substance abuse prevention, or the duties of officers assigned to schools will result in a pro rata adjustment to compensation paid by RTHS to the Village under the terms of this agreement.

- d. The SRO shall at all times remain solely an employee of the Village, and shall not be deemed an employee of RTHS. The Village shall be responsible for the compensation (including any overtime payments) of the SRO and all benefits, pension contributions, and other terms and conditions of employment, The SRO shall at all times remain part of Rantoul Police Department ("RPD"), and subject to RPD's chain of command and RPD's rules, regulations, policies, and operating procedures.
 - e. In the event of illness requiring sick leave, the SRO will notify both RTHS and RPD as early as possible. The parties agree that occasional sick days are to be expected and shall not cause a modification to the payment provisions of this Agreement while extended absences should result in a pro rata adjustment to the compensation paid by RTHS to the Village under the terms of this Agreement. In the event of injury sustained by the SRO both parties should be notified, particularly if the injury is work-related. Should the SRO for reasons or illness or injury become medically restricted to working in a limited or "light-duty" capacity both RTHS and RPD should be apprised of the specific limitations.
 - f. The SRO shall not schedule personal vacation during the regular school attendance term without prior approval of the RTHS Principal.
4. Official Duties, School Records, Non-Disclosure. The Village and RTHS recognize that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et. seq. ("FERPA") and the Illinois School Student Records Act 105 ILCS 10 et. seq. ("ISSRA") imposes substantial limitations upon the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of RTHS. This Agreement shall be construed only so as to permit lawful disclosure by RTHS of student record information to police officers assigned to RTHS by RPD. In accordance with ISSRA, the SRO will be trained and certified as an Illinois Police Juvenile Officer whose assignment and official duty as SRO includes the investigation and disposition of crimes and offenses that may have been committed by juvenile offenders, The SRO shall abide by all applicable laws regulations and rules concerning restrictions on disclosure and re-disclosure of student record information pursuant to ISSRA and FERPA, and RPD shall not violate nor direct the SRO to violate ISSRA, FERPA or RTHS rules regarding disclosure and re-disclosure. In addition to the rules regulations policies and operating procedures of RPD and the Village, the SRO RPD and the Village shall abide by the applicable rules regulations policies and procedures of RTHS regarding disclosure of school Student record information pursuant to the Family Educational Right to Privacy Act (FERPA) and the Illinois School Student Records Act (ISSRA), expressly including Reciprocal Reporting guidelines established pursuant to 105 ILCS 5/10-20.14.

5. Enforcement of Laws, Ordinance, Rules, and Regulations. RTHS and the Village acknowledge that all local state and federal laws and ordinances are enforceable upon the property of the RTHS. In addition RTHS hereby requests RPD to enforce the rules and regulations of RTHS pertaining to unauthorized visitors and unauthorized parking of vehicles upon RTHS property as well as those that relate to the safety and security of RTHS students, faculty, staff, and property. Notwithstanding the foregoing, the SRO shall not be authorized to discipline any RTHS student.
6. Indemnification. The Village agrees to indemnify, defend and hold harmless RTHS and any of its officers, employees or agents from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) in any manner resulting from or arising out of any negligent or willful act or omission of the SRO or any breach of the Village's obligations under this Agreement. RTHS agrees to indemnify, defend and hold harmless the Village and any of its officers, employees and agents from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) in any manner resulting from or arising out of any negligent or willful act or omission of any of its employees or any breach of RTHS's obligations under this agreement.
7. Public Safety Emergencies, Manpower Shortages. In the event of an emergency or other event, including manpower shortages, RPD reserves the right to temporarily redeploy the SRO to locations other than RTHS and agrees to return the officer to SRO duties as soon as circumstances and manpower needs permit.
8. Office, Files, Telephone, Equipment, Vehicle. RTHS agrees to provide an office to be used by the SRO, together with access to telephone, fax, internet, and other ordinary office needs, including locking file cabinets or drawers so as to meet the statutory requirements for securing juvenile records. Routine and extraordinary maintenance of such office shall be provided by personnel of RTHS at such times as are acceptable to RTHS and RPD. RTHS further agrees to provide a computer and related information technology equipment as systems compatibility may allow. RPD and the Village shall furnish the SRO with all police equipment, including vehicle.
9. Term of Agreement, Renewal, or Cancellation. This Agreement shall become effective upon approval by both the RTHS Board of Education and the Rantoul Village Board, commencing with the 2010-2011 school year and renewing annually for subsequent school years unless cancelled by either party. Both parties retain the right to cancel the renewal of this agreement for the next school year, provided that written notice of such cancellation is submitted to the other party no less than sixty (60) days before the end of the current school year.
10. Compensation: Reimbursement to the Village. RTHS agrees to pay the Village an amount contained in the "Annual Wage Benefits/Fees" rate identified as Exhibit A. Compensation for the remaining years will be similarly determined, subject to approval of both parties, and the Village shall, during the month of February, provide RTHS with revisions to Exhibit A projecting such costs, expenses, and fees for the forthcoming school year. The Village will submit an invoice to RTHS semi-annually, on September 1 and March 1. Payment to the Village will be made upon receipt of invoice as approved by the BOE.
 - a. At its cost and expense, Village shall provide SRO with Police Car, Uniforms, and Standard Duty Gear.

11. Notices. Any notices required pursuant to the terms of this Agreement shall be served personally or shall be sent by certified United States mail, return receipt requested to the principal place of business of each of the parties hereto as specified below and shall be deemed to be made on the date of said receipt:

Village: Administrator
Village of Rantoul
333 S. Tanner
Rantoul, IL 61866

RTHS: Superintendent
Rantoul Township High School District No. 193
200 S. Sheldon Street
Rantoul, IL 61866

12. Contact Persons. RTHS designated the Principal of Schools as the contact person for the SRO providing services under this Agreement; said contact person shall make him- or herself readily available and accessible to the SRO. In the event the RTHS contact person is unavailable or it is impractical to communicate with said person, then the SRO may contact and communicate with any RTHS Principal or administrative staff member with a subsequent contact to be made with the Superintendent as soon thereafter as reasonably practical. The contact person for the Village shall be its Administrative Officer, and the contact person for RPD shall be the School Resource Officer or, as circumstances may require, the Chief of Police or Administrative Lieutenant.
13. Entire Contract. This Agreement constitutes the entire agreement between the parties.
14. Amendment. Any amendments to this Agreement shall be in writing and approved by the respective governing boards of each party and executed by a duly authorized representative of each party.
15. Applicable Law. This Agreement is made and entered into in the Village of Rantoul and any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of Illinois. The parties agree to comply with all laws, statues, regulations, and local rules relating to the premises of this Agreement.
16. 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 or any other persons other than the Village and RTHS 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 the Village or RTHS, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or RTHS. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

17. Certification. The signatories hereof, by execution of this Agreement, hereby certify that this Agreement has been presented to their respective governing boards and approved in its entirety and that execution of this Agreement has been authorized by said governing boards.

Rantoul Township High School District 193

By: 

Superintendent

Village of Rantoul, Illinois

By: _____

Mayor

RESOLUTION NO. 10-18-1267

**A RESOLUTION
AUTHORIZING AND APPROVING AN AMENDED INTERGOVERNMENTAL
AGREEMENT IN CONNECTION WITH A SCHOOL RESOURCE OFFICER
(Rantoul Township High School District No. 193)**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the **“Corporate Authorities”**) of the Village of Rantoul, Champaign County, Illinois (the **“Village”**) at which this Resolution is adopted, the form of a certain Amended School Resource Officer Intergovernmental Agreement (the **“Agreement”**) by and between the Village and the Board of Education of Rantoul Township High School District No. 193, Champaign County, Illinois (the **“District”**), in connection with a School Police Liaison Officer.

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

Section 1. That the Agreement by and between the Village and the District, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities of the Village at which this Resolution is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Agreement, with such insertions, changes and revisions in the form of such Agreement as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such insertions, changes or revisions therein from the form of the Agreement now before the meeting of the Corporate Authorities at which this Resolution is adopted.

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

RESOLUTION NO. 10-18-1266

**A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION
OF AN AGREEMENT CONCERNING THE APPOINTMENT TO THE
POSITION OF ADMINISTRATIVE OFFICER OF THE
VILLAGE OF RANTOUL, ILLINOIS AND SPECIFYING THE COMPENSATION
AND OTHER BENEFITS IN CONNECTION WITH SUCH APPOINTMENT**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the **“Corporate Authorities”**) of the Village of Rantoul, Champaign County, Illinois (the **“Village”**) at which this Resolution is adopted, the form of a certain agreement entitled (An Agreement Concerning the Appointment to the Position of Administrative Officer of the Village of Rantoul, Illinois and Specifying the Compensation and Other Benefits in Connection with Such Appointment” (the **“Agreement”**) by and between the Village and Joseph Scott Eisenhower (the **“Appointee”**)

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

Section 1. That the Agreement by and between the Village and the Appointee, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities at which this Resolution is adopted, be and the same is hereby authorized and approved. The advice and consent to the appointment of the Appointee by the Village President is hereby ratified, confirmed and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Agreement, and the Village Clerk is hereby authorized to attest to the Agreement, with such insertions, changes and revisions in the form of such Agreement as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such insertions, changes or revisions there in from the form of the Agreement now before the meeting of the Corporate Authorities at which this Resolution is adopted.

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 OF

ITEM: Electric Utility Materials	DEPARTMENT: Public Works
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AGENDA SECTION:	AMOUNT: <u>\$29,607.50 – Total</u> \$25,279.50 – Cable \$4,328.00 – Cable terminating materials & Contingency
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ATTACHMENTS: <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: October 3, 2018
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SUMMARY HIGHLIGHTS:
This Agenda Item provides for the purchase of electric underground primary cable and terminations to replace failed primary cable along S. Century & Cuppernell Avenue. The underground primary circuits which extend from Century Substation (Circuit #904) to Chandler Road Substation (Circuit #503) have been of limited use following a cable failure. Initial repair attempts focused on two (2) of the phases, but it now appears that all three (3) phases have failed and the cable is damaged in more than one location. It is recommended that the Village replace additional sections of cable to a manhole where a newer vintage of cable exists.

The Village currently has two (2) reels (2870' each) of 350 mcm copper cable which were purchased to replace and upgrade the primary cable along Veterans Parkway. To address the most immediate need, an additional reel of cable (2850') is required. Anixter provided the original pricing for Okonite cable and it is recommended that the same type of cable be utilized. Funding will be from the material operations account of 541-1140-430-70-30. Repricing and repurchasing cable for the Veterans Parkway project will be included in the upcoming budget (FY20).

A contingency fund of \$4,328.00 is requested to purchase the necessary cable terminating/splicing materials and allow for any variance in the material component costs and the actual cable length manufactured.

RECOMMENDED ACTION: Authorize the approval of the purchase of 2,850' of 15kv 350mcm copper underground primary distribution cable-jacketed from Anixter in the amount of \$25,279.50. A contingency fund of \$4,328.00 is requested to purchase the necessary cable terminating/splicing materials and allow for any variance in the material component costs and the actual cable length manufactured.

DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR:
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AGENDA PAGE NUMBER:



1100 Old State Road
PO Box 729
Mattoon, IL 61938

350 COPPER OKONITE

www.anixterpowersolutions.com

Phone: 217.235.0546
Fax: 217.235.0024

Quotation: U00560662.01

To: RANTOUL LIGHT & POWER DEPT
729 COOK STREET
RANTOUL, IL 61866

Issued Date: Oct 03, 2018
Expiration Date: Nov 02, 2018

Attn: JO PEAVLER
Phone:
Fax:

Sales Contact: Susie Titus
(P) 217.258.0940
(F) 217.235.0024
susie.titus@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1	140-23-9234	OKONITE 350MCM CU COMPACT RD 15KV 220 MIL CABLE ON 1 X 2500 FT REEL. DEL: 6-8 WEEKS	2500	8.870	EA	22,175.00

SECTION TOTAL: \$22,175.00

QUOTE TOTAL: \$22,175.00

Special Notes

** PRICE SUBJECT TO CHANGE DUE TO METALS IN EFFECT AT TIME OF SHPMENT. QUOTED WITH CU@ 2.787.
** LENGTH TOLERANCE MIN -0%, MAX +05%

For the latest terms & conditions please visit: <https://www.anixterpowersolutions.com/site/legal/purchase-terms.html>

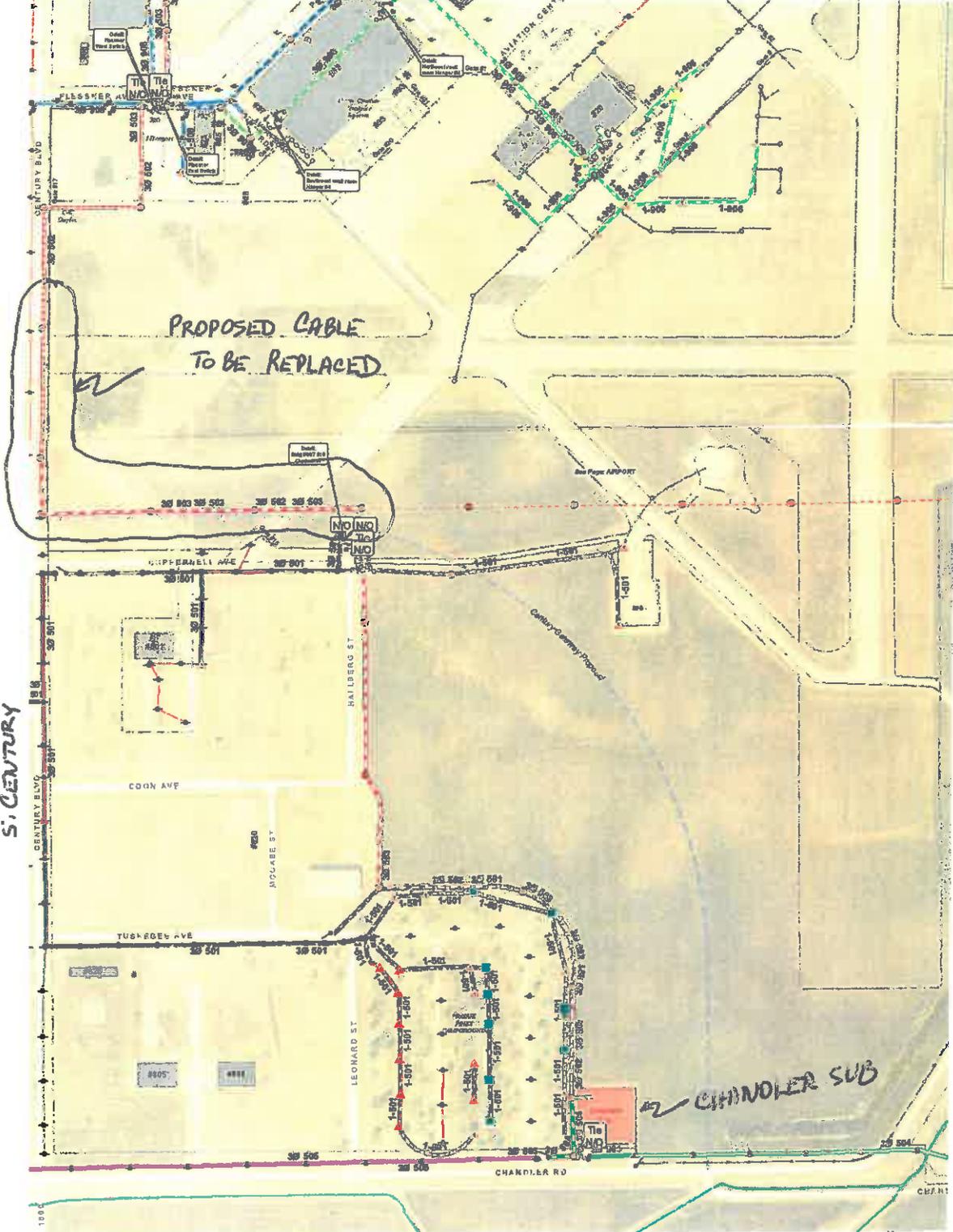
Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

$2850' \times \$8.870 = \$25,279.50 \checkmark$

Contingency 10% of cable = ~\$2528.00
Terminations / Junc Wrap = \$1800.00



S. CENTURY



BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM	PAGE ____ OF ____
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ITEM: Electric Utility Equipment & Material	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: <u>\$57,201.00 – Total</u> \$45,201.00 – Cable \$12,000.00 – Cable terminating materials & Contingency
ATTACHMENTS: <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: August 30, 2017
<p>SUMMARY HIGHLIGHTS: This Agenda Item provides for the purchase of electric utility equipment and materials for improving the operation of the electric system. An Invitation of Bid (Bid #VRNTL-18-B-02) was published on August 9, 2017 with bids being received on August 25, 2017 at 2:00P.M. The purchase of 5,700' of underground primary cable will be used to replace the existing underground primary cable along Veterans Parkway from Chanute Street to McChord, which in recent years has experienced multiple cable failures.</p> <p>A summary of the lowest responsive bids meeting specifications and the vendors are as follows: Part #1 – Purchase a 2500kva 13.8kv-277/480v pad-mounted transformer. Addendum #1 was issued to defer this purchase.</p> <p>Part #2 – Purchase of 5,700' of 15kv 250mcm copper underground primary distribution cable-jacketed. Recommend rejecting all 250mcm cable bids and use 350mcm cable.</p> <p>Part #3 – Purchase of 5,700' of 15kv 350mcm copper underground primary distribution cable-jacketed. Recommend accepting the bid from Anixter in the amount of \$45,201.00.</p> <p>A contingency fund of \$12,000.00 is requested to purchase the necessary cable terminating materials and allow for any variance in the material component costs and actual cable length manufactured. This cable replacement project is include in the 2017/18 Budget.</p>	
<p>RECOMMENDED ACTION: Authorize the approval of the purchase of 5,700' of 15kv 350mcm copper underground primary distribution cable-jacketed from Anixter in the amount of \$45,201.00; and to reject the bids for Part #2 (250mcm copper primary cable). A contingency fund of \$12,000.00 is requested to purchase the necessary cable terminating materials and allow for any variance in the material component costs and actual cable length manufactured.</p>	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR:
AGENDA PAGE NUMBER:	

INVITATION FOR BID
Bid #VRNTL-18-B-02, for
"Purchase of Electric Utility Equipment and Materials"

THE VILLAGE OF RANTOUL, ILLINOIS, will receive separate sealed bids for the purchase of electric utility equipment and materials which will include the following items: one (1) 2500kva 13.8kv-277/480v pad-mounted transformer; 5,700' of 15kv 250mcm copper underground primary distribution cable-jacketed; and 5,700' of 15kv 350mcm copper underground primary distribution cable-jacketed.

Bids will be received until closing time of 2:00 P.M. prevailing time on August 25, 2017 at the Rantoul Municipal Building, 333 South Tanner Street, Rantoul, Illinois. Any Bid received after the closing time will not be considered and will be returned unopened. Bids submitted by mail should be identified on the outside of the envelope as a bid for:

"Purchase of Electric Utility Equipment and Materials"

"Purchase of 2500kva 13.8kv-277/480v pad-mounted transformer, Bid #VRNTL-18-B-02 Part #1";
and/or

"Purchase of 5,700' of 15kv 250mcm copper underground primary distribution cable-jacketed, Bid #VRNTL-18-B-02 Part #2"; and/or

"Purchase of 5,700' of 15kv 350mcm copper underground primary distribution cable-jacketed, Bid #VRNTL-18-B-02 Part #3".

Bids should be addressed and submitted to the attention of:

Scot Brandon, Comptroller
Village of Rantoul
P.O. Box 38
333 S. Tanner St.
Rantoul, Illinois 61866

Any questions regarding the equipment or material, please contact:

G. Gregory Hazel, P.E., Director of Public Works
200 W Grove Ave
Rantoul, IL 61866
g-hazel@myrantoul.com
(217) 892-6526

The Invitation for Bid (IFB) is available through the Village of Rantoul web site at <http://www.village.rantoul.il.us/Bids.aspx> or at the Rantoul Municipal Building, 333 South Tanner Street, Rantoul, Illinois.

The contract to be entered into shall be conditioned as provided by law. The Village of Rantoul, Illinois, reserves the right to reject any or all bids and to waive any informalities. No Bid shall be withdrawn after the opening of bids without consent of the Village of Rantoul, Illinois, for a period of sixty (60) days.

Dated: August 4, 2017

VILLAGE OF RANTOUL
By:

Scot Brandon
Comptroller

ADDENDUM NO. 1

Issued to All Bid Document Holders of Record

Date: August 9, 2017
Project Name: Purchase of Electric Utility Equipment and Material
Village Bid No.: VRNTL-18-B-02

This Addendum forms a part of the Contract described above. The original Contract Documents and any prior Addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

The Village is withdrawing the purchase of the 2500kva 13.8kv-277/480v pad-mounted transformer, Bid # VRNTL-18-B-02 Part #1 at this time. Village equipment needs have changed and will be deferred.

Each Bidder shall acknowledge receipt of this Addendum by affixing his signature below, by noting this Addendum on his Bid Form, and by attaching this Addendum to his Bid. *Failure to acknowledge any Addendum shall be considered sufficient cause for rejection of your bid.*

Village of Rantoul
Scot Brandon, Comptroller
333 S Tanner St
P.O. Box 38
Rantoul, IL 61866

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this Addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

Bidder: _____]

By: _____]

Date: _____]

TO: Rantoul Press
Fax: (217) 893-9451

FROM: Scot Brandon

DATE: August 4, 2017

RE: Legal Ad

Please place the attached ad in your Wednesday, August 9, 2017 publications.

If you have any questions please call me at 892-6828.



1100 Old State Road
PO Box 729
Mattoon, IL 61938

OKONITE SEALED BID

www.anixterpowersolutions.com

Phone: 217.235.0546
Fax: 217.235.0024

Quotation: U00514580.00

To: VILLAGE OF RANTOUL
ACCOUNTS PAYABLE
P O BOX 38
RANTOUL, IL 61866

Issued Date: Aug 22, 2017
Expiration Date: Sep 21, 2017

Sales Contact: Susie Titus

Attn:

(P) 217.258.0940

Phone:

(F) 217.235.0024

Fax:

susie.titus@anixter.com

Item	Quantity	Product and Description	Price	Unit	Extended
1	5700	140-23-0231 250MCM 15KV 220 MIL CU OKN CABLE 2 X 2850 FT REELS DEL: 6-8 WEEKS <i>Reject</i>	6.180	FT	35,226.00
2	5700	140-23-0234 350MCM 15KV 220 MIL CU OKN CABLE 2 X 2850 FT REELS DEL: 6-8 WEEKS <i>Accept</i>	7.930	FT	45,201.00

SECTION TOTAL: \$80,427.00

QUOTE TOTAL: \$80,427.00

Special Notes

- * LENGTH TOLERANCE: -05% MINIMUM, +05% MAXIMUM
- * PRICES SUBJECT TO METALS IN EFFECT AT TIME OF SHIPMENT. QUOTED WITH A COPPER BASE OF 2.9080.

For the latest terms & conditions please visit: <https://www.anixterpowersolutions.com/site/legal/purchase-terms.html>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

BID Attached

*Anixter
Susie Titus*