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CHAMPAIGN COUNTY
RECORDER

BARBARA A. FRASCA
REC FEE: 52.00

RHSPS Fee:

REV FEE:

PAGES 31

PIAT ACT: 0

PIAT PAGE:

AIRPORT PHASE I QUITCLAIM DEED

(500.018 ACRES)

FORMER CHANUTE AIR FORCE BASE, ILLINOIS

Exempt under the provisions of Section 31-45(e) of the Real Estate Transfer Tax Law
(35 ILCS 200/31-45(e)), as supplemented and amended.

Date: August 14, 2007

Signature 

Attorney for Village of Rantoul,
Champaign County, Illinois, Grantee

Prepared by:

Robert G. Lee
Associate General Counsel, Real Property Office
Office of the Deputy General Counsel
(Environment & Installations)
143 Billy Mitchell Blvd., Ste. 1
San Antonio, TX 78226-1816

Return to:



Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820

Tax bill:
Village of Rantoul
333 S. Tanner
Rantoul, IL 61866

AIRPORT PHASE I QUITCLAIM DEED

1. PARTIES

THIS QUITCLAIM DEED ("Deed") is made and entered into this 12th day of July, 2007, by and between **THE UNITED STATES OF AMERICA** ("United States" or "Grantor"), acting by and through the Secretary of the Air Force ("Air Force"), under and pursuant to the powers and authority of Defense Base Closure and Realignment Acts of 1988 and 1990, as amended (10 U.S.C. § 2687 note); Article 4, Section 3, Clause 2 of the Constitution of the United States; the provisions of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. Subtitle I, Chapters 1 and 5), as amended, and related promulgated regulations and orders; and the Surplus Property Act of 1944 (50 U.S.C. App. § 1622(g), as amended, repealed and recodified without substantive change at 49 U.S.C. §§ 47151-47153); and related promulgated regulations and orders, and the **VILLAGE OF RANTOUL**, a municipality duly authorized and existing under the Constitution and laws of the State of Illinois, the mailing address of which is 333 S. Tanner St., Rantoul IL 61866 ("Grantee").

2. DEFINITIONS

2.1. The following terms will have the meaning assigned to each in this Deed, unless the context specifies otherwise:

2.1.1. "Act" refers to the Federal Aviation Act of 1958; repealed, and codified without substantive change at 49 U.S.C. §§ 40101-40120.

2.1.2. "Administrator" refers to the Administrator of the Federal Aviation Administration and his or her successors in office.

2.1.3. "Air Force" refers to the United States Air Force by and through its Secretary of the Air Force.

2.1.4. "Airport" includes all land, buildings, structures, improvements, and equipment on the Premises used or useable for public airport purposes (as that term is defined by statute), and all rents and proceeds derived from the land, buildings, structures, improvements, and equipment.

2.1.5. "EPA" refers to the United States Environmental Protection Agency and its successor entity.

2.1.6. "FAA" refers to the Federal Aviation Administration and its successor entity.

2.1.7. "Grantor" means the Secretary of the Air Force and his successor in office.

2.1.8. "Grantee" means the Village of Rantoul and includes any assigns or successor entity.

2.1.9. "Premises" or "Property" includes all the right, title, and interest in and to the land and appurtenances described in **Exhibit A** and depicted in **Exhibit B** to this Deed.

2.1.10. "United States" refers to any department or agency under the executive branch of the Federal Government.

3. CONSIDERATION AND CONVEYANCE

IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the Grantor has remised, released, and deeded, and by these presents does hereby remise, release, and quitclaims, all of its right, title, interest, claim, and demand to the Grantee in and to the following described property situated on the former Chanute Air Force Base, County of Champaign, State of Illinois, to wit: parcels (or sub-parcels) A1a (388.29 acres [AC]), A2c-3a (5.339 AC), A2c-3b (5.258 AC), A2c-3c (6.934 AC), A2d-2 (85.458 AC), A3a (8.739 AC), containing a total of 500.018 AC of land, more or less. The legal descriptions of each parcel (or sub-parcel) referenced above are set forth in **Exhibit A** and are also shown on survey maps at **Exhibit B** to this Deed. (**Note:** Legal descriptions for certain other parcels or sub-parcels shown on survey maps at **Exhibit B**, but which are not included with the legal descriptions set forth in **Exhibit A** are not part of this property transfer.)

4. APPURTENANCES AND HABENDUM

4.1. TOGETHER WITH all the buildings and improvements located on the Property, and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining (which, together with the real property above-described, is called the "Property" or the "Premises" in this Deed), SAVE and EXCEPT any utility distribution system, or part thereof, including all related facilities and components thereof, located on the Property, whether above or below ground, and not yet conveyed by Grantor to Grantee; and any monitoring wells, treatment wells, treatment facilities and related piping located on the Property, whether above or below ground. The exception as to any utility distribution system, including all facilities and components thereof, does not include those parts of a utility distribution system that service only a particular building or building lot, and that, in the practice of public utilities in the Village of Rantoul, Illinois, are usually controlled by individual property owners and not by utility providers.

4.2. TO HAVE AND TO HOLD the Property unto the Grantee, forever.

5. RESERVATIONS

5.1. RESERVING UNTO THE GRANTOR, including the United States Environmental Protection Agency (“EPA”), and the State of Illinois (“State”), and its and their respective officials, agents, employees, contractors, and subcontractors, the right of ingress and egress to and from the Property (including the use of utilities at reasonable cost to the Grantor), for the following purposes and for such other purposes as are necessary to ensure that a response or corrective action found to be necessary, either on the Property or on adjoining lands, after the date of transfer by this Deed to:

5.1.1. conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities relating to any such response or corrective action.

5.1.2. inspect field activities of the Grantor and its contractors and subcontractors in implementing any such response or corrective action.

5.1.3. conduct any test or survey required by the EPA or the State relating to any such response or corrective action, or to verify any data submitted to the EPA or the State by the Grantor relating to any such actions.

5.1.4. conduct, operate, maintain, or undertake any other response, corrective action as required or necessary under applicable law or regulation, or the covenant of the Grantor in Section 7 of this Deed, but not limited to, the installation, closing, or removal of monitoring wells, pumping wells, and treatment facilities that will be owned or operated by the Grantor and its officials, agents, employees, contractors, and subcontractors.

5.2. AND FURTHER RESERVING UNTO THE GRANTOR and its assigns, the right of ingress and egress to all existing utility systems and components thereof located on the Property. This reservation includes the right of ingress and egress to all wires, cables, conduits, pipes, transformers, pumps, switching gear, poles, towers, and appurtenant installations, facilities, and equipment, together with the right of ingress and egress to inspect, operate, maintain, repair, relocate, remove, and replace said utility systems and components thereof. This reservation does not include the right of ingress and egress to those parts of the utility systems that service only a particular building or building lot, and that, in the practice of public utilities in the Village of Rantoul, Illinois, are usually controlled by individual property owners and not by utility providers.

6. CONDITIONS

6.1. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record in the office of the County Clerk of Champaign County, Illinois, and affecting the Property.

6.2. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed “as is, where is,” without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

7. COVENANTS

NOTICES AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), AS AMENDED (42 U.S.C. § 9620(h)(3))

7.1. Pursuant to section 120(h)(3)(A)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action concerning the Property.

7.1.1. The Grantor has made a complete search of its files and records. **Exhibit C** contains a table with the name of hazardous substances stored for one year or more, or known to have been released or disposed of, on the Property; the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or known to have been released, or disposed of, on the Property; and the dates on which such storage, release, or disposal took place.

7.1.2. Pursuant to section 120(h)(3)(A)(ii) of CERCLA, the United States covenants and warrants:

7.1.2.1. that 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 this Deed, including remedial action sufficient for its current use as an airport; and

7.1.2.2. any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed will be conducted by the Air Force in a timely manner, subject to appropriation of funds.

This warranty will not apply in any case in which any grantee of the Property, or any part thereof, is a potentially responsible party under CERCLA with respect to the Property before the date on which such grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property. For the purposes of this warranty, the phrase “remedial action necessary” does not include any performance by the United States, or payment to the Grantee from the United States, for additional remedial action that is required to facilitate use of the Property for uses and activities prohibited by those environmental use restrictive covenants set forth in Section 7.3. below.

7.2. The United States has reserved access to the Property in the Reservation section of this Deed in order to perform any remedial or corrective action as required by CERCLA section 120(h)(3)(A)(ii).

7.3. Environmental Use Restrictive Covenants: There are no environmental use restrictive covenants on the Property.

8. OTHER COVENANTS AND NOTICES

8.1. General Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively "LBP")

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

8.1.2. The Grantee covenants and agrees that in its use and occupancy of the Property, the Grantee is solely responsible for managing LBP, including LBP in soils, in accordance with all applicable Federal, State, and local laws and regulations. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for 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, whether the Grantee has properly warned, or failed to properly warn, the persons injured. The Grantee further agrees to notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of 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 that it determines is necessary.

8.2. Asbestos-Containing Materials ("ACM")

8.2.1. The Grantee is warned that 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 is notified that Building 1380 (Parcel A1a) is in a deteriorated condition and contains asbestos that is in a potentially friable condition. The Grantee is prohibited from use or occupancy of this building until the Grantee provides documentation to the Air Force showing the ACM has been remediated or the facilities referred to above in this paragraph have been demolished and the ACM has been properly removed and disposed of.

8.2.2. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The Grantee covenants and agrees that it will notify the Grantor promptly of any potentially friable ACM that constitutes a release under CERCLA (42 U.S.C. §§ 9601, *et seq.*). The Grantor's responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Air Force activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in Section 7 herein. The Grantee is warned that the Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantee acknowledges that the Grantor assumes no liability for

property damages or damages for 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 causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

9. FAA REQUIREMENTS

9.1. The Grantee agrees as follows:

9.1.1. The entire landing area, as defined in section 101 of the Act, and related Federal Aviation Regulations (Title 14, Code of Federal Regulations), and all structures and improvements on the Airport, will be maintained for the use and benefit of the public at all times, and for no other purpose, in a safe and serviceable condition, to assure its efficient operation and use, provided, however, that such maintenance shall be required to structures, improvements, and equipment only during the useful life thereof, as determined by the FAA. In the event materials are required to rehabilitate or repair certain of such structures, improvements, facilities, or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment on the Airport that have outlived their use for airport purposes in the opinion of the Administrator.

9.1.2. No part of the Premises shall be used, leased, sold, salvaged, or disposed of by the Grantee for other than public airport purposes (as defined by statute) without the prior written consent of the Administrator, which consent shall be granted only if the FAA determines that the Premises can be leased, sold, salvaged, or disposed of for other than public airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the Airport at which the Premises is located pursuant to 49 U.S.C. §§ 47151-47153. In the event that the Premises or any part of it is no longer used for public airport purposes, the Grantee covenants that it will not use, lease, sell, salvage, or dispose of the Premises or any part of it for other than industrial or non-residential commercial purposes (except for day care).

9.1.3. The Premises shall be used and maintained for the use and benefit of the public, and for no other purposes, on fair and reasonable terms and without unjust discrimination.

9.1.4. The Grantee will keep the Airport open to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds and classes, but the Grantee may establish fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport that may be necessary for its safe and efficient operation; and provided further, that the Grantee may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for its safe operation or to serve the civil aviation needs of the public.

9.1.5. In its use and operation of the Airport, neither the Grantee nor any person or organization occupying space or facilities will discriminate against any person or class of persons by reason of race, color, creed, national origin, sex, or handicap.

9.1.6. In any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Grantee will insert and enforce provisions requiring the contractor:

9.1.6.1. to furnish such service on a fair, equal and not unjustly discriminatory basis to all users, and

9.1.6.2. to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

9.1.7. The Grantee will not exercise or grant any right or privilege that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services, on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

9.1.8. In the event the Grantee exercises any of the rights and privileges referred to in Section 9.1.6., the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Grantee under the provisions of Section 9.1.6.

9.1.9. The Grantee will not grant or permit any exclusive right for the use of the Airport that is forbidden by section 308 of the Act by any person or persons to the exclusion of others in the same class, and the Grantee will otherwise comply with all applicable laws.

9.1.9.1. In furtherance of this covenant (but without limiting its general applicability and effect), the Grantee agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right to conduct any aeronautical activity on the Airport, including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that, because of their direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.

9.1.9.2. The Grantee further agrees that it will terminate as soon as possible, but no later than the earliest applicable renewal, cancellation, or expiration date, any exclusive right existing at any airport owned or controlled by the Grantee or hereafter acquired and that, thereafter, no such right shall be granted. However, nothing contained in this Section 9.1.9 shall be construed to prohibit the granting or exercise of, or exclusive right for, the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature, or to obligate the Grantee to render any particular non-aeronautical service at the Airport.

9.1.10. The Grantee shall, insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the Airport. The Grantee will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in 14 CFR Part 77 of the Federal Aviation Regulations, as applicable, according to the currently approved airport layout plan.

9.1.10.1. The Grantee will not erect or permit the erection of any permanent structure or facility that would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Grantee has acquired, or may hereafter acquire, any interest permitting it to so control the use made of the surface of the land.

9.1.10.2. Insofar as is within its power and to the extent reasonable, the Grantee will take action to restrict the use of the land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff at the Airport.

9.1.11. The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator, the Airport in a manner necessary to service the aeronautical users of the Airport other than facilities owned or controlled by the United States. The Grantee will not permit any activity at the Airport that would interfere with its use for public airport purposes; provided that nothing contained in this Section shall be construed to require (a) that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance, or (b) the repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

9.1.12. The Grantee will make the Airport available for the landing and taking off of aircraft to the United States at all times, without charge, for use by aircraft of any agency of the United States in common with other aircraft, except that if the use by aircraft of any agency of the United States in common with other aircraft, is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged; and, unless otherwise determined by the FAA, or otherwise agreed to by the Grantee and the using Federal agency, substantial use of an airport by United States aircraft will be considered to exist when the operations of such aircraft are excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft or during any calendar month that:

9.1.12.1. either five (5) or more aircraft of any agency of the United States are regularly based at the Airport, or

9.1.12.2. the total number of movements (counting each landing as a movement and each take-off as a movement) of aircraft of the United States is 300 or more per calendar year, or

9.1.12.3. the gross accumulative weight of aircraft of any agency of the United States using the Airport (the total improvements of such Federal aircraft multiplied by the gross certified weights thereof) exceeds five million pounds.

9.1.13. During any national emergency declared by the President of the United States or the Congress, including any existing national emergency, the United States shall have the right to make exclusive or nonexclusive use, and have exclusive or nonexclusive control and possession without charge, of the Airport, or of such portion thereof as it may desire; provided, however, that the United States shall be responsible for the entire cost of maintaining such part of the Airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and it shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession; provided further, that the United States shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively, of any improvement to the Airport made without United States aid and never owned by the United States.

9.1.14. Except for certain environmental obligations retained by the United States under 42 U.S.C. § 9620(h), the Grantee releases the United States, and will take whatever action may be required by the Administrator to assure the complete release of the United States, from any and all liability the United States may be under for restoration or other damage under any lease or other agreement covering the use by the United States of any airport, or part thereof, owned, controlled or operated by the Grantee, upon which, adjacent to which, or in connection with which the Premises was located or used.

9.1.15. The FAA is not responsible either directly, or through the issuance of Airport Improvement Program grant funding, for the remediation of existing environmental contamination caused by past Air Force operations nor does the FAA have any obligation to undertake the defense of the United States against any claim or action whether in existence now or brought in the future caused by the past Air Force use, storage, management, release, or disposal of hazardous materials, substances, wastes, or petroleum products or any disposal of such that occurs during any subsequent environmental remediation, including any contamination not presently known but subsequently discovered and determined to be attributable to Air Force activities on the Premises prior to its transfer by deed to the Grantee. Nothing in this paragraph shall be construed to prevent the Air Force from bringing a cost recovery, contribution, or other action against the Grantee or other third parties the Air Force reasonably believes may have contributed to the contamination prior to the Deed transfer.

9.1.16. Whenever so requested by the FAA, the Grantee will deliver without cost to the United States, for construction, operation, and maintenance of facilities for air traffic control activities, or weather reporting activities, or communication activities related to air traffic control, any areas of the Airport that the FAA may consider necessary or desirable for

construction at Federal expense of space or facilities for such purposes, and the Grantee will make available such areas or any portion thereof within four (4) months after receipt of written request from the FAA, if such are or will be available.

9.1.17. The Grantee will deliver to the FAA annual or special airport financial and operational reports as may be reasonably requested using either forms furnished by the FAA or in such manner as it elects, as long as essential data are provided, and upon reasonable request of the FAA, make available for inspection by any duly authorized representative of the FAA at the Airport all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, and will deliver to the FAA a true copy of any document that may be reasonably requested.

9.1.18. The Grantee will not enter into any transaction that would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the covenants and conditions set forth in this Section unless, by such transaction, the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the FAA to be eligible as a public agency as defined in the Airport and Airway Development Act of 1970, as amended, to assume such obligation and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by that other party, the Grantee will reserve sufficient rights and authority to ensure that the Airport will be operated and maintained in accordance with these covenants and conditions, any applicable Federal statute, and the Federal Aviation Regulations (Title 14, Code of Federal Regulations).

9.1.19. The Grantee will keep up to date at all times an airport layout map of the Airport depicting:

9.1.19.1. the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the Grantee for public airport purposes and proposed additions;

9.1.19.2. the location and nature of all existing and proposed portions of the Airport (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and

9.1.19.3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon and uses made thereof. The airport layout map, and each amendment, revision, or modification, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of an authorized representative of the FAA on the face of the airport layout map, and the Grantee will not make, or permit the making of, any changes or alterations in the Airport other than in conformity with the airport layout map as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

9.1.20. If at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the Premises, the existence of which creates an undue risk of

interference with the operation of the Airport or the performance of compliance with covenants and conditions set forth in this Section 9, the Grantee will acquire, extinguish, or modify that right or claim of right in a manner acceptable to the FAA.

9.2. In the event that any of the terms, conditions, reservations, or restrictions in this Section 9 are not met, observed, or complied with by the Grantee, all right, title, and interest in and to the Premises shall, at the option of the Grantor, revert to the Grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations, and restrictions shall have been met, observed, or complied with, in which event such reversion shall not occur, and all right, title, and interest in and to the Premises shall remain vested in the Grantee. If exercised, it is the intent of this Section 9.2 to work a reversion of title contemplated by 49 U.S.C. § 47152, 50 U.S.C. App. § 1622b, and 41 CFR § 102.75-430. Nothing, however, shall prohibit the Administrator from seeking enforcement of any violation of any part of this Section 9 at law or in equity, or both.

9.3. If the construction as covenants of any of the reservations and restrictions in this Section 9 recited as covenants, or the application of the same as covenants in any particular instance, is held invalid, the particular reservations or restrictions in question shall be construed instead as conditions upon the breach of which the United States may exercise its option to cause the right, title, and interest in and to the Premises, or any portion thereof, to revert to the United States in accordance with Section 9.2. In that event, the application of such reservations or restrictions as covenants in any other instance, and the construction of the remainder of such reservations and restrictions as covenants, shall not be affected.

10. NO FEES

The Grantee warrants that no person or agency has been employed or retained to solicit or obtain the execution of this Deed by the Grantor upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except bona fide employees or bona fide commercial agencies maintained by the Grantee for the purpose of doing business. For breach or violation of this warranty, the United States shall have the right to annul this Deed without liability, or in its discretion to require the Grantee to pay to it the full amount of such commission, percentage, brokerage, or contingent fee.

11. NO BENEFITS

No member of, or delegate to, Congress, or to any State or local political body, or their appointees shall be admitted to any share or part of this agreement or benefits formed by the execution of this Deed by the Grantor or any benefit that may arise therefrom, but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

12. TITLE VI COVENANT

12.1. IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto and the Grantee, by its acceptance of this Deed, acknowledges its understanding of the agreement, and agrees that, as part of the consideration for this Deed, the Grantee covenants and agrees, as a covenant running with the land, for itself, its successors and assigns, that:

12.1.1. The program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with, all requirements imposed by or pursuant to the regulations of the Department of Transportation in effect on the date of this Deed (49 CFR Part 21) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d).

12.1.2. The Grantee, its successors and assigns, will promptly take, and continue to take, all necessary and prompt action to effectuate this covenant.

12.1.3. The United States shall have the right to seek judicial enforcement of this Section 12.

12.1.4. The Grantee will:

12.1.4.1. obtain from any person or (any legal entity) who or which, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under such aid program, a written agreement pursuant to which such other person or legal entity shall, with respect to the services or benefits which he or it is authorized to provide, undertake for himself or itself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and

12.1.4.2. furnish the original of such agreement to the Administrator upon request.

13. HISTORIC PRESERVATION

13.1. Historic structures are present on the Property. Within the Chanute Field Historic District are historic Buildings 1 and 39 (Parcel A3a) and Building 12 (Parcel A2c-3c), and associated land ("Historic Property"). The Grantee agrees and covenants to not conduct any alterations, construction, demolition, rehabilitation, remodeling, excavation, ground-disturbing activities, or any other actions that would affect the integrity or appearance of the Historic Property without prior written permission from the State Historic Preservation Office (SHPO). Furthermore, the Grantee will take action to protect the Historic Property from the elements, vandalism, and arson, and will undertake any emergency stabilization that may be required.

13.2. The Grantee covenants to comply with the Programmatic Agreement (PA) dated November 1993 between the Air Force, the SHPO, and the Advisory Council on Historic Preservation, with the concurrence of the Village of Rantoul. The PA requires the Grantee to

consult with the SHPO on any actions that may adversely affect the Historic Property in the earliest stages of project planning of any new construction undertaken on the Property. The Grantee agrees to abide by all covenants listed in the Preservation Covenant, **Exhibit D**. The Grantee further covenants to include in any subsequent deed to any subsequent Grantee these Historic Property responsibilities, including the requirements of the Preservation Covenant.

13.3. The Grantor or the SHPO or their representatives shall be permitted at all reasonable times to inspect the Historic Property in order to ascertain if the above conditions are being observed.

13.4. In the event any action is brought by the Grantor or the SHPO for a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Grantor or the SHPO may, following reasonable notice to the Grantee, institute suit to enjoin such violation or to require the restoration of the Historic Property. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.

13.5. The failure of the Grantor or the SHPO to exercise any right or remedy available to it shall not have the effect of waiving or limiting the exercise of any other right or remedy, or the use of such right or remedy, at any other time.

13.6. The Grantor or the SHPO shall have the right to enforce this covenant in this Deed against any grantee in the chain of title, notwithstanding the absence of horizontal and/or vertical privity, in addition to any other party having the right to enforce it at law or in equity.

14. LIST OF EXHIBITS The following Exhibits are attached to and made a part of this Deed:

- Exhibit A - Premises Description
- Exhibit B - Survey Map of Premises
- Exhibit C - Notice of Hazardous Substances
- Exhibit D - Preservation Covenant

15. MISCELLANEOUS

Except for any personal covenant, the covenants and agreements in this Deed shall be deemed to touch and concern the land and shall run with the land. Further, the covenants in this Deed shall be enforceable by the Grantor, at its option, against any grantee in the chain of title, in addition to any other party having the right to enforce them at law or in equity.

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Chanute, FAA PBT, 500.018 acres

IN WITNESS WHEREOF, the party of the first part has caused this Deed to be executed in its name and on its behalf the day and year first above written.

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

BY: Adam G. Antwine

ADAM G. ANTWINE
Senior Representative
Air Force Real Property Agency

State of Texas

ss.

County of Bexar:

This instrument was acknowledged before me on the 12th day of July, 2007,
by ADAM G. ANTWINE, Senior Representative, Air Force Real Property Agency.



Kelly Marie Polasek
Notary Public, State of Texas

(seal)

ACCEPTANCE

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it. The Grantee further agrees to hold harmless the Grantor as to all obligations for taxes affecting the Property including past due and delinquent taxes with all penalties, interest, attorney fees, or related charges.

DATE: August 14, 2007

VILLAGE OF RANTOUL

By: *Neal Williams*
Name: Neal Williams
Title: Village President

State of Illinois:

ss.

County of Champaign:

This instrument was acknowledged before me on the 14th day of August, 2007, by Neal Williams, Village President, Village of Rantoul, Illinois.



Kenneth N. Beth
Notary Public, State of Illinois

(seal)

EXHIBIT A
PREMISES DESCRIPTION

LEGAL DESCRIPTION PARCEL A1a

Commencing at the Southwest corner of the Northwest Quarter of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois; thence North 89° 28' 44" East, along the South line of said Northwest Quarter, 50.00 feet to the Point of Beginning; thence continuing North 89° 28' 44" East, along said South line, 796.79 feet; thence North 43° 59' 38" East, 2600.44 feet to a point of intersection with the East line of said Northwest Quarter and the West line of the Northeast Quarter of said Section 11; thence continuing North 43° 59' 38" East, 1005.60 feet; thence North 0° 07' 10" West, 93.35 feet to a point of intersection with the North line of said Northeast Quarter and the South line of the Southeast Quarter of Section 2, Township 21 North, Range 9 East of the Third Principal Meridian; thence continuing North 0° 07' 10" West, 1476.15 feet; thence North 89° 57' 09" East, 532.50 feet; thence South 0° 09' 07" West, 915.50 feet; thence South 43° 49' 38" East, 766.61 feet to a point of intersection with the South line of said Southeast Quarter and the North line of said Northeast Quarter; thence continuing South 43° 49' 38" East, 1118.96 feet; thence South 61° 04' 59" East to a point of intersection with the East line of said Northeast Quarter and the West line of the Northwest Quarter of Section 12, Township 21 North, Range 9 East of the Third Principal Meridian; thence continuing South 61° 04' 59" East, 341.85 feet; thence South 64° 44' 05" East, 310.60 feet; thence South 83° 20' 28" East, 312.19 feet; thence South 88° 30' 31" East, 1689.65 feet to a point situated 105.00 feet West of the East line of said Northwest Quarter; thence South 0° 33' 54" East, along a line 105.00 feet West of and parallel with said East line, to a point of intersection with the South line of said Northwest Quarter and the North line of the Southwest Quarter of said Section 12; thence continuing South 0° 33' 54" East, 23.51 feet to a point situated 50.00 feet North of the Centerline of Perimeter Road; thence South 89° 39' 27" West, along a line 50.00 feet North of and parallel with said Centerline, 1972.29 feet; thence North 0° 18' 08" West, 17.36 feet to a point of intersection with the North line of said Southwest Quarter and the South line of said Northwest Quarter; thence continuing North 0° 18' 08" West, 557.22 feet; thence North 89° 58' 50" West, 606.49 feet, to a point of intersection with the West line of the Northwest Quarter of said Section 12 and the East line of the Northeast Quarter of said Section 11; thence continuing North 89° 58' 59" West, 42.10 feet; thence South 0° 54' 15" West, 211.64 feet; thence South 89° 49' 19" West, 1466.65 feet; thence South 0° 10' 33" East, 360.56 feet to a point of intersection with the South line of said Northeast Quarter and the North line of the Southeast Quarter of said Section 11; thence continuing South 0° 10' 33" East, 1100.17 feet; thence South 45° 35' 11" East, 308.63 feet to a point situated 50.00 feet Northwest of the Centerline of Perimeter Road; thence South 32° 20' 06" West, along a line situated 50.00 feet Northwest of and parallel with said Centerline 1313.66 feet to a point of curvature; thence on a curve to the right along said parallel line, 71.35 feet, to a point of tangency, said point situated 180 feet North of the South line of the Southeast Quarter of said Section 11, said curve having a radius of 197.38 feet, a chord length of 70.96 feet and a chord bearing of South 42° 41' 24" West; thence South 89° 34' 59" West, along a line situated 180 feet North of and parallel with said South line, 604.98 feet to a point

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of intersection with the West line of said Southeast Quarter and the East line of the Southwest Quarter of said Section 11; thence South 89°48' 26" West, along a line 180 feet North of and parallel with the South line of said Southwest Quarter, 574.05 feet; thence North 0° 33' 31" West, 1148.99 feet; thence South 89° 10' 28" West, 866.44 feet; thence North 0° 24' 03" West, 1237.95 feet; thence South 89° 37' 51" West 1185.76 feet to a point situated 50.00 feet West of the West line of the Southwest Quarter of said Section 11 on the West right-of-way line of Century Boulevard; thence North 0° 30' 11" West, along said right-of-way line, 73.51 feet, more or less to the Point of beginning; EXCEPT:

EXCEPT:

Commencing at the Southwest corner of the Northwest Quarter of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian; thence North 89° 28' 44" East, along the South line of said Northwest Quarter, 2525.23 feet to the Point of Beginning; thence North 45° 31' 02" West, 197.08 feet; thence North 43° 43' 26" East, 404.04 feet to a point of intersection with the East line of said Northwest Quarter and the West line of the Northeast Quarter of said Section 11; thence continuing North 43° 43' 26 " East, 9.53 feet; thence South 44° 46' 05" East, 476.71 feet; thence South 43° 53' 44" West, 131.80 feet to a point of intersection with the South line of said Northeast Quarter and the North line of the Southeast Quarter of said Section 11; thence continuing South 43° 53' 44" West, 275.52 feet; thence North 45° 31' 02" West, 62.99 feet to a point of intersection with the West line of said Southeast Quarter and the East line of the Southwest Quarter of said Section 11; thence continuing North 45° 31' 02" West, 215.32 feet to a point of intersection with the North line of said Southwest Quarter and the Point of Beginning, said described parcel containing 4.485 Acres more or less, all situated in Champaign County, Illinois.

And also EXCEPT:

Commencing at the Northwest corner of the Northwest Quarter of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian; thence South 0° 26' 06" East, along the East line of said Northwest Quarter, 1302.48 feet; thence North 89° 33' 54" East, 696.22 feet to the Point of Beginning; thence North 0° 08' 15" West, 420.66 feet; thence South 78° 38' 15" East, 297.11 feet; thence South 0° 50' 55" East, 385.31 feet; thence North 85° 31' 42" West, 296.88 feet more or less, to the Point of beginning, said described parcel containing 2.713 Acres more or less all situated in Champaign County, Illinois.

The above-described Parcel A1a contains 388.290 Acres more or less, exclusive of the area contained within the described exceptions, all situated in Champaign County, Illinois.

See Plat of Parcel A1a Dated September 14, 2005

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LEGAL DESCRIPTION OF PARCEL A2c-3a

Commencing at the Northwest corner of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian; thence South 0°30' 52" East, along the West line of the Northwest Quarter of said Section 11 and the centerline of Century Boulevard, 327.65 feet to the centerline of Neal Drive; thence North 89°26' 00" East, along the centerline of Neal Drive, 50.00 feet to the Point of Beginning; thence continuing North 89°26' 00" East, along said centerline, 378.67 feet to a point situated 35.00 West of the centerline of Eagle Drive; thence South 0°31' 45" East, along a line 35.00 feet West of and parallel with said centerline, 614.14 feet to a point situated 40.00 feet North of the centerline of Flessner Avenue; thence South 89°27' 44" West along a line 40.00 feet North of and parallel with the centerline of Flessner Avenue, 378.83 feet to a point situated 50.00 feet East of the centerline of Century Boulevard and the West line of said Northwest Quarter; thence North 0°30' 52" West, along a line 50 feet East of and parallel with said centerline, 612.54 feet to the Point of Beginning, said described parcel containing 5.339 Acres, more or less, all situated in Champaign County, Illinois.

LEGAL DESCRIPTION OF PARCEL A2c-3b

Commencing at the Northwest corner of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian; thence South 0°30' 52" East, along the West line of the Northwest Quarter of said Section 11 and the centerline of Century Boulevard, 327.65 feet to the centerline of Neal Drive; thence North 89°26' 00" East, along the centerline of Neal Drive, 463.67 feet to a point on the centerline of Eagle Drive; thence South 0°31' 45" East, along the centerline of Eagle Drive, 16.79 feet; thence South 66°44' 05" East, 38.25 feet to the Point of Beginning; thence continuing South 66°44' 05" East, 205.94 feet; thence North 89°28' 19" East, 504.79 feet to a point situated 40.00 feet Northwest of the centerline of Pacesetter Drive; thence South 44°30' 44" West, on a line situated 40.00 feet Northwest of and parallel with said centerline, 705.93 feet to a point situated 40.00 feet North of the centerline of Flessner Avenue; thence South 89°27' 44" West along a line 40.00 feet North of and parallel with the centerline of Flessner Avenue, 193.69 feet to a point situated 35.00 feet East of the centerline of Eagle Drive; thence North 0°31' 45" West along a line situated 35.00 feet East of and parallel with said centerline 581.93 feet to the Point of Beginning, said parcel containing 5.258 Acres more or less, all situated in Champaign County, Illinois.

LEGAL DESCRIPTION OF PARCEL A2c-3c

Commencing at the Northwest corner of Section 11, Township 21 North, Range 9 East of the Third Principal Meridian; thence South 0°30' 52" East, along the West line of the Northwest Quarter of said Section 11 and the Centerline of Century Boulevard, 981.58 feet to the centerline of Flessner Avenue; thence North 89°27' 44" East, along said Centerline, 709.09 feet to the centerline of Pacesetter Drive; thence North 44°30' 44" East, 762.53 feet; thence South 45°30' 23" East, 40.00 feet to the Point of Beginning; thence North 44°28' 57" East along a line parallel with and 40.00 feet Southeasterly of said Centerline, 30.00 feet; thence South 45°31' 03" East, 400.00 feet; thence South 44°30' 44" West, 755.09 feet; thence North 45°31' 03" West, 399.98 feet; thence North 44°30' 44" East, along a line parallel with and 40.00 feet Southeasterly of said Centerline, 725.09 feet to the Point of Beginning, said described parcel containing 6.934 Acres, more or less, all situated in Champaign County, Illinois.

See Plat of Parcel A2c-3 Dated September 8, 2005

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LEGAL DESCRIPTION OF PARCEL A2d-2

Commencing at the Southwest corner of Section [1, Township 21 North, Range 9 East of the Third Principal Meridian, as recorded in Book 1598 page 897 in the office of the Champaign County Recorder, thence North 00°30' 11" West, along the West line of the Southwest Quarter of said Section 11 and the Centerline of Century Boulevard, 179.73 feet; thence North 89°29' 49" East, perpendicular to said West line, 50.00 feet to the intersection of the North right-of-way line of Chandler Road and the East right-of-way line of Century Boulevard; thence North 00°30' 11" West, parallel with said West line, along said East right-of-way line, 236.05 feet to the Point of Beginning; thence continuing North 00°30' 11" West, along said West right-of-way line, 2137.68 feet; thence North 89°37' 52" East, 1185.76 feet; thence South 00°24' 03" East, 1237.95 feet; thence North 89°10' 28" East, 866.44 feet; thence South 00°33' 31" East, 1148.99 feet to the North right-of-way line of Chandler Road; thence South 89°48' 26" West, parallel with the South line of said Southwest Quarter, along said North right-of-way line, 1702.09 feet; thence North 00°30' 11" West, parallel with the West line of said Southwest Quarter, 236.05 feet; thence South 89°48' 26" West, parallel with the South line of said Southwest Quarter, 349.05 feet to the Point of beginning. Said Parcel A2d-2 contains 83.048 Acres, more or less, all situated in Champaign County, Illinois, exclusive of the Building 802 Parcel exception described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 11; thence South 00°30' 11" East, along the West line of said Southwest Quarter, 347.98 feet; thence South 89°57' 24" East, 618.25 feet to the Point of Beginning; thence continuing South 89°57' 24" East, 300.00 feet; thence South 00°02' 36" West; 350.00 feet; thence North 89°57' 24" West, 300.00 feet; thence North 00°02' 36" East, 350.00 feet to the Point of Beginning, said Building 802 Parcel contains 2.410 Acres, more or less, all situated in Champaign County, Illinois.

LEGAL DESCRIPTION OF BUILDING 802 PARCEL

Commencing at the Northwest corner of the Southwest Quarter of said Section 11; thence South 0°30' 11" East, along the West line of said Southwest Quarter, 347.98 feet; thence South 89°57' 24" East, 618.25 feet to the Point of Beginning; thence continuing South 89°57' 24" East, 300.00 feet; thence South 0°02' 36" West; 350.00 feet; thence North 89°57' 24" West, 300.00 feet; thence North 0°02' 36" East, 350.00 feet to the Point of Beginning, said Building 802 Parcel contains 2.410 Acres, more or less, all situated in Champaign County, Illinois.

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Sec Plat of Parcels A2d-1, A2d-2, and Building 802 Dated September 8, 2005

LEGAL DESCRIPTION PARCEL A3a

Commencing at the Southwest corner of the Southwest Quarter of Section 2, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois; thence North 00° 30' 52" West, along the West line of said Southwest Quarter, being the Centerline of Century Boulevard, 1466.09 feet to a point of intersection with the Centerline of International Avenue; thence North 89° 26' 15" East, along said Centerline, 463.21 feet to a point of intersection with the Centerline of Eagle Drive; thence North 00° 31' 45" West, along said Centerline, 245.74 feet to a point of intersection with the Centerline of Pacesetter Drive; thence South 45° 32' 10" East, along said Centerline, 1109.57 feet, to a point of intersection with the Centerline of Cook Street; thence North 44° 17' 40" East, along the Centerline of Cook Street, 40.00 feet, thence South 45° 32' 10" East, parallel with the Centerline of Pacesetter Drive, 35.01 feet to the Point of Beginning; thence North 44° 17' 40" East, along a line 35.00 feet Southeasterly of and parallel with the Centerline of Cook Street, 387.85 feet; thence South 45° 30' 51" East, 259.88 feet; thence North 44° 32' 17" East, 214.88 feet; thence South 45° 30' 30" East, 305.72 feet; thence South 44° 29' 26" West, parallel with the Centerline of Jenny Street, 178.84 feet; thence South 45° 32' 10" East, parallel with the Centerline of Pacesetter Drive, 226.26 feet to a point on the Centerline of Jenny Street; thence South 44° 29' 26" West, along said Centerline, 423.64 feet to a point situated 40.00 feet Northeasterly of the Centerline of Pacesetter Drive; thence North 45° 32' 10" West, along a line 40.00 feet Northeasterly of and parallel with said Centerline, 790.71 feet to the Point of Beginning, said Parcel A3a containing 8.739 Acres more or less, all situated in Champaign County, Illinois.

See Plat of Parcel A3a Dated September 14, 2005

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EXHIBIT B
SURVEY MAP OF PREMISES

EXHIBIT C

NOTICE OF HAZARDOUS SUBSTANCES

NOTICE OF HAZARDOUS SUBSTANCES STORED/DISPOSED

Notice is hereby given that hazardous substances have been stored on the Property for one (1) year or more, or disposed of on the Property, as shown below, in the quantities and on the dates that such storage/disposal took place. 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. § 9620(h)).

Substance Stored/Disposed	Constituents	Regulatory Synonym(s)	CAS Registry Number	Quantity (kg) (unless noted)	Dates Stored/Disposed	Hazardous Waste ID Number (if applicable)
BUILDING 1 (Parcel A3a)						
X-Ray Developer	Potassium hydroxide; Hydroquinone	p-Benzenediol; 1,4-dihydroxybenzene	123-31-9	1,134/year	1987	Not Applicable (N/A)
X-Ray fixer & Replenisher	Acetic acid	Acetic acid, glacial	64-19-7	1,134/year	1987	N/A
PD-680	140 solvent	Not Listed (NL)	NL	208/month	1988, 1990	N/A
Soldering Paste	Zinc chloride	Zinc chloride, anhydrous; Zinc chloride, fume; Zinc muriate solution	7646-85-7	3,266/year	1991	N/A
BUILDING 12 (Parcel A2c-3c)						
Adhesive, Polyurethane; Uralane	4,4 Diphenylmethane diisocyanate	Isocyanic acid; Methylene diphenylene ester; Methylene bisphenyl isocyanate; Methylene diphenyl diisocyanate; Methylenebis {phenylisocyanate}	101-68-8	181/month	1990	N/A
Diesel Fuel	Petroleum distillates	NL	NL	283/month	1990 - 1992	N/A
Trichlorotrifluoroethane	Trichlorotrifluoroethane	Chlorinated fluorocarbon; Freon 113; Refrigerant 113	76-13-1	113/month	1990 - 1991	N/A
Soldering Paste	Zinc chloride	Zinc chloride, anhydrous; Zinc chloride, fume; Zinc muriate solution	7646-85-7	3,266/year	1991	N/A
Hydraulic Fluid	Hydro treated light naphtha; Triorthocresyl phosphate	NL	NL	247/month	1990	N/A
Isopropyl Alcohol	Isopropyl alcohol	2-Hydroxypropane; Isopropanol; 2-Propyl alcohol	67-63-0	454/month	1990	N/A
PD-680	PD 680	NL	NL	144/month	1990	N/A
Refrigerant - 12	Dichlorodifluoromethane	CFC-12, R-12	75-71-8	109/month	1990	N/A
Sulfuric Acid	NL	Dihydrogen sulfate; Hydrogen sulfate; Matting acid; Nordhausen acid; Oil of vitriol; Vitriol brown oil	7664-93-9	18,000/year	1988	N/A
BUILDING 38 (Parcel A3a)						
Argon (gas)	NL	NL	7440-37-1	1,980/year	1988	N/A
Argon (liquid)	NL	NL	7440-37-1	18,150/year	1988	N/A
Oxygen	NL	NL	7782-44-7	2,520/year	1988	N/A
BUILDING 39 (Parcel A3a)						
Acetylene	NL	NL	74-80-2	1,980/year	1988	N/A

EXHIBIT D

PRESERVATION COVENANT

PRESERVATION COVENANT

Grantee hereby covenants on behalf of itself, its successors and assigns, to preserve and maintain the historic property located at the former Chanute Air Force Base (AFB) located in the County of Champaign, State of Illinois, more particularly described as Buildings 1, 12, and 39, and associated land ("Historic Property"), in a manner that preserves the overall character of the Chanute Historic District at the former Chanute AFB, its structures (to include exterior facades and fenestration, scale, color, use of materials, and mass), and any views from, to, and across the property which are attributes that contribute to defining the character of the Chanute Historic District of which said real property is a part, in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and the Guidelines for Rehabilitating Historic Buildings (National Park Service, 1990) in order to preserve and enhance those qualities that make the Historic Property at the former Chanute AFB eligible for inclusion in the National Register of Historic Places.

No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken on the Historic Property at the former Chanute AFB that would materially affect the integrity or the appearance of the attributes described above without the prior written permission of the Illinois State Historic Preservation Officer (Illinois SHPO), and signed by a fully authorized representative thereof. Should the Illinois SHPO object to the proposed treatment of buildings and/or sites within thirty (30) days of receipt of the request and cannot resolve the differences, the Grantee shall request the comments of the Advisory Council on Historic Preservation ("Council") to resolve the dispute. The Council will provide comments within (30) days of receipt of the request from the Grantee. The Grantee shall consider the Council's comments in reaching its decision on the treatment. The Grantee will report its decision to the Council, and if practicable, it will do so prior to initiating the treatment.

Upon acquisition of any standing historic structures, Grantee will take prompt action to secure all of them from the elements, vandalism, and arson, and will undertake any emergency stabilization that may be required. Grantee will make every effort to retain or reuse, to the extent practicable, the historic structures.

Should any historic properties (structures, artifacts, etc.) be discovered during implementation of an undertaking, the Grantee will stop work promptly and obtain the comments of the Illinois SHPO regarding appropriate treatment of the findings and the site. The final mitigation plan shall be approved by the Illinois SHPO.

The Grantee will allow the Illinois SHPO or his or her designee, at all reasonable times and upon reasonable advance notice to Grantee, to inspect the Historic Property at the former Chanute Air Force Base in order to ascertain whether Grantee is complying with the conditions of this Preservation Covenant.

The Grantee will provide the Illinois SHPO and the Council with a written summary of actions taken to implement the provisions of this Preservation Covenant within one (1) year after the effective date of the transfer of the Historic Property at the former Chanute AFB. Similar

reports will be submitted to the Illinois SHPO and the Council each January thereafter until the Air Force has disposed of the entire Chanute Historic District.

Failure of the Illinois SHPO or the Air Force to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the Illinois SHPO of any other right or remedy or the invocation of such right or remedy at any other time.

With the prior written approval of the Illinois SHPO, the Grantee may modify, remove, or release any or all of the foregoing restrictions for reasons including, but not limited to, economic factors, lack of structural integrity, or imminent threat to human health or safety. Prior to such action, Grantee will notify the Council of the proposed modification, removal, or release, and allow the Council thirty (30) days to comment.

This covenant is binding on Grantee, its successors and assigns, in perpetuity, and shall run with the land. The restrictions, stipulations and covenants contained herein shall be inserted by Grantee, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any lesser estate in the Historic Property at the former Chanute AFB, or any part thereof.

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