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Tx:4101360

*After recordation please send a copy of recorded deed to:
AFCEC/CITE
2261 Hughes Avenue Suite 155
JBSA Lackland, TX 78236-9853*

2018R12222
REC ON: 07/18/2018 10:39:14 AM
CHAMPAIGN COUNTY
MARK SHELDEN
REC FEE: 51.00
RHSPS Fee:
STATE TAX:
COUNTY TAX:
PLAT ACT: 0
PAGES 31

(G) Return to:
Village of Rantoul
333 S. Tanner
Rantoul, IL 61866

Space Above Reserved for Recorder's Use Only

QUITCLAIM DEED

(Parcels A1b-3, A1c, A2c-8, and A3b at the Former Chanute Air Force Base, Illinois)

I. PARTIES

THIS QUITCLAIM DEED (this "**Deed**") is made and entered into as of July 9, 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 22.63 acres, more or less (Parcels A1b-3, A1c, A2c-8, and A3b), 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 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 Subparagraph VII.D.3 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:

Within the Institutional Control (IC) boundaries of Site SS076 which are depicted on **Exhibit C**:

(a). The Grantee shall not extract ground water for any purpose other than remediation or monitoring.

(b). The Grantee shall not conduct or allow others to conduct activities that would cause disturbance of any equipment or systems associated with groundwater remediation or monitoring.

(c). The Grantee shall not conduct or allow others to conduct activities that would limit access to any equipment or system associated with groundwater remediation or monitoring.

(d). The Grantee shall not conduct or allow others to conduct activities that would cause disturbance to soil without (i) the prior written approval of the Grantor and (ii) obtaining a dig permit through the State of Illinois Joint Utility Locating Information for Excavators System.

F. Release of Environmental Restrictive Covenants.

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.

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” (as such term is defined in CERCLA) used by the Grantor and 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 Paragraph 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 IX.A. 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. Perfluorooctanesulfonate (PFOS) and Perfluorooctanoate (PFOA). PFOS and PFOA have been detected in the Wisconsinian groundwater system underlying Parcel A3b which is more particularly described by metes and bounds in **Exhibit A**, at levels above the 2016 lifetime health advisory of the United States Environmental Protection Agency. Subsequent to recordation of this Deed in Champaign County, Illinois (“County”), an Environmental Covenant executed by Grantee, as Grantor, and the Illinois Environmental Protection Agency and United States Air Force, as Agencies, and applicable to Parcel A3b also will be recorded in the County.

E. 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.

F. Historic Preservation Covenant. Facility 2 (High Bay Hangar – Technical Training) and Facility 29 (Storage Shed) are located on Parcel A2c-8, and Facility 7 (Gymnasium) is located

on Parcel A3b within the Chanute AFB Historic District depicted on **Exhibit D** (the “**Historic Property**”). The Grantee shall preserve and maintain the Historic Property in a manner that preserves the overall character of the Chanute AFB Historic District, including but not limited to, its structures (to include exterior facades and fenestration, scale, color, use of materials, and mass), and any views from, to, and across the Historic Property, which are attributes that contribute to defining the character of the Chanute AFB Historic District of which the Historic 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 History Property eligible for inclusion in the National Register of Historic Places. This covenant shall be a binding servitude upon the Historic Property and shall run with the land.

- (1) 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 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 thirty (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.
- (2) Upon acquisition of any standing historic Structures, Grantee shall take prompt action to secure all of them from the elements, vandalism, and arson, and undertake any emergency stabilization that may be required. Grantee shall make every effort to retain or reuse, to the extent practicable, the historic structures.
- (3) Should any historic properties (structures, artifacts, etc.) be discovered during implementation of an undertaking, the Grantee shall 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.
- (4) The Grantee shall 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 in order to ascertain whether Grantee is with the conditions of this preservation covenant
- (5) The Grantee shall 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. Similar reports shall be submitted to the Illinois SHPO and the Council each January thereafter until the Grantor has disposed of the entire Chanute AFB Historic District.
- (6) Failure of the Illinois SHPO to exercise any right or remedy granted under this preservation 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.

- (7) 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 preservation covenant is binding in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by Grantee 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 lessor estate in the Historic Property, or any part thereof.

X. AIRPORT COVENANTS AND OBLIGATIONS

A. Airport Obligations. The conveyance of the Property is subject to the terms, restrictions, reservations, covenants, and conditions set forth in Subparagraphs 1 through 18 of this Paragraph X.A., which shall run with the land and be enforceable by Grantor, acting through the Administrator of the Federal Aviation Administration (“FAA”), or his or her successor in function (the “**Administrator**”) against the Grantee:

1. Use by the Grantee.

- (a) Use as Public Airport. The Property shall be made available as an airport for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the Property within the meaning of the term “exclusive right” as used in Subparagraph 3.

- (b) Maintenance in Safe and Serviceable Condition. Except as provided in subsection 1(d) below, the entire “landing area”, as defined in 49 U.S.C. § 40102(a)(28), as amended, and the Federal Aviation Regulations pertaining thereto, and all structures, improvements, facilities and equipment in which any interest is transferred shall be maintained for the use and benefit of the public at all times in safe and serviceable condition so as to assure its efficient operation and use; provided, however, that such maintenance shall be required as to structures, improvements, facilities, and equipment only during the useful life thereof as determined by the Administrator. In the event materials are required to rehabilitate or repair any of the Property, they may be procured by demolition of other portions of the Property which have outlived their use as airport property in the opinion of the Administrator. Notwithstanding any other provision of this instrument: (i) with the prior written approval of the FAA, the Grantee may close or otherwise limit use or access to any portion of the Property that it deems appropriate if such closure or use limitation is related to airport property operating considerations or is based upon insufficient demand for such portion of the Property; and (ii) with respect to any such portion of the Property, the Grantee shall be under no obligation to maintain the same other than as may be required to maintain adequate public safety conditions.

(c) Aerial Approaches and Compatible Land Use. Insofar as it is within its power and to the extent reasonable, the Grantee shall adequately clear and protect the aerial approaches to the Property. The Grantee shall 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 Property which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations, as applicable, according to the currently approved airport layout plan. In addition, the Grantee shall not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the airport property, in any portion of a runway approach area in which the Grantee has acquired, or may hereafter acquire a property interest permitting it to so control the use made of the surface of the land.

(d) Disposal without Consent. No property included in the Property shall be used, leased, sold, salvaged, or disposed of by the Grantee for other than airport purposes without the written consent of the Administrator. This consent shall be granted only if the Administrator determines that the property can be used, lease, sold, salvaged, or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the Property. The term "property" as used herein, is deemed to include revenues or proceeds (including any insurance proceeds) derived from the Property.

2. Public Use for All Types, Classes and Kinds of Aeronautical Use.

(a) The airport on the Property shall be available for public use on fair and reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical use.

(b) 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 shall include provisions requiring the contractor to, (i) furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and (ii) charge fair, reasonable, and not unjustly discriminatory prices for each unit or 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.

(c) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

(d) Each air carrier using the airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at the airport.

(e) Each air carrier using the airport (whether as a tenant, non-tenant, or subtenant of another air carrier, tenant signatory or non-signatory) shall be subject to such nondiscriminatory

and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all air carriers which make similar use of the airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as a tenant or signatory shall not be unreasonably withheld, provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

(f) The Grantee shall not prohibit or prevent, directly or indirectly, 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, repair, and fueling) that it may choose to perform.

(g) In the event the Grantee exercises any of the rights and privileges referred to in subsection (iii) above, the services involved shall 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 subsection (iii) of this Subparagraph 2 of Paragraph X.A.

(h) The Grantee may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(i) The Grantee may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

3. Exclusive Rights. The Grantee shall not grant an exclusive right for the use of the airport to any person providing, or intending to provide, aeronautical services to the public. For purposes of this subparagraph, the provision of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

(a) It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services; and

(b) If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between a single fixed-based operator and an airport.

The Grantee also shall not, either directly or indirectly, grant an exclusive right to any person, firm, or corporation to conduct any aeronautical activities at 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 aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity. Any exclusive right to conduct an aeronautical activity now existing at the airport must be terminated before the grant of any assistance under 49 U.S.C. § 47107.

4. Operation and Maintenance.

(a) The Grantee shall operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Administrator. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the Grantor, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal, state, and local agencies for maintenance and operation. The Grantee shall not cause or permit any activity or action on the Property which would interfere with its use for airport purposes.

(b) In furtherance of this assurance, the Grantee shall have in effect at all times arrangements for: (i) operating the airport's aeronautical facilities whenever required; (ii) promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and (iii) promptly notifying the Administrator of any condition affecting aeronautical use of the airport.

(c) Nothing contained in this Deed shall be construed to require (i) operation of an airport for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operations and maintenance; or (ii) the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

5. Reports and Inspections. The Grantee shall submit to the Administrator such annual or special financial and operations reports as the Administrator may reasonably require. A report of the airport budget will be available to the public at reasonable times and places.

6. Airport Layout Plan.

(a) The Grantee shall keep up to date at all times an airport layout plan of the airport showing (i) 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 airport purposes and proposed additions thereto; (ii) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (iii) the location of all existing and proposed non-aviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Administrator which approval shall be evidenced by the signature of a duly authorized representative of the Administrator on the face of the airport layout plan. The Grantee shall not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Administrator and which might, in the opinion of the Administrator, adversely affect the safety, utility or efficiency of the airport.

(b) If a change or alteration in the airport or its facilities is made which the Administrator determines adversely affects the safety, utility, or efficiency of any federally owned,

leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Administrator, the Grantee shall, if requested, by the Administrator (i) eliminate such adverse effect in a manner approved by the Administrator; or (ii) bear all costs of relocating such property to a site acceptable to the Administrator and all costs of restoring or replacing such property to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

7. Preserving Rights and Powers.

(a) The Grantee shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Deed without the written approval of the Administrator. Grantee shall act promptly in a manner acceptable to the Administrator to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance.

(b) Grantee shall not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the Property without the written approval of the Administrator.

(c) The Grantee shall take steps satisfactory to the Administrator to ensure that the airport will continue to function as a public-use airport in accordance with assurances included in this Deed.

(d) If an arrangement is made for management and operation of the airport by any agency or person other than the Grantee, the Grantee shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with 49 U.S.C. § 47107, all applicable regulations and the terms, conditions and assurances in this Deed.

8. Airport Revenues. All revenues generated by the airport from the Property and any local taxes on aviation fuel established after December 30, 1987, shall be expended by Grantee for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport.

9. If at any time it is determined by the Administrator that there is any outstanding right or claim of right in or to the Property, the existence of which creates an undue risk of interference with the operation of the airport or the performance or compliance with covenants and conditions set forth in this Deed, the Grantee shall, to the extent practicable, acquire, extinguish, or modify such right or claim of right in a manner acceptable to the Administrator.

10. As part of the consideration for the transfer, the Grantee covenants and agrees that:

(a) The Grantee shall comply with all requirements imposed by or pursuant to the regulations of the United States Department of Transportation ("DOT") (49 CFR Part 21) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended;

(b) The covenant in Subparagraph 10(a) shall be subject in all respects to the provisions of said regulations;

(c) The Grantee will promptly take and continue to take such action as may be necessary to effectuate the covenant in Subparagraph 10(a);

(d) The Grantor shall have the right to seek judicial enforcement of the covenant in Subparagraph 10(a);

(e) The Grantee shall: (i) obtain a written agreement from any person, including any legal entity, who, through contractual or other arrangements with the Grantee, is authorized to provide services or benefits at the airport, to comply with the covenant in Subparagraph 10(a); and (ii) upon request, furnish the original of such agreement to the Administrator; and

(f) The covenant in Subparagraph 10(a) shall run with the land and be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor against the Grantee.

11. Use by the Grantor.

(a) Use by Grantor Aircraft. The Grantee shall make all of the airport facilities developed with federal financial assistance and all those usable for landing and takeoff of aircraft available to the Grantor for use by Grantor aircraft in common with other aircraft at all times without charge; provided, however, if the use by Grantor aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Administrator, or otherwise agreed to by the Grantee and the agency of Grantor using the airport, substantial use of an airport by Grantor aircraft will be considered to exist when:

(i) operations of such aircraft are in excess of those which, in the opinion of the Administrator, would unduly interfere with use of the landing areas by other authorized aircraft; or

(ii) during any calendar month:

(1) Five (5) or more Grantor aircraft are regularly based at the airport or on land adjacent thereto;

(2) The total number of movements (counting each landing as a movement) of Grantor aircraft is 300 or more; or

(3) The gross accumulative weight of Grantor aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

(b) National Emergency. During any national emergency declared by the President of the United States or the Congress thereof, including any existing national emergency, the Grantor shall have the right to make exclusive or non-exclusive use and have exclusive or non-exclusive control and possession, without charge, of the airport, as it then exists, or of such portion thereof as it may desire. However, the Grantor 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 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 non-exclusively or over which it may have non-exclusive control and possession. The Government shall also pay a fair rental for use, control or possession, exclusively or non-exclusively, of any improvements to the Property made without Government aid and never owned by the Government.

12. Reservations.

(a) Land for Federal Facilities. Within four months after receipt of a written request from the Administrator, the Grantee shall furnish without cost to the Government any portion of the Property which the Administrator considers necessary or desirable for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities. The construction, operation, and maintenance of facilities or equipment for such uses on the identified Property shall be at Government expense.

(b) The Government shall have a non-exclusive right of access to the roadways on the Property open to public use and the roadways from (i) any property owned or controlled by the Government at the former Chanute Air Force Base, and (ii) roadways on property contiguous to the Property upon such reasonable terms and conditions as the Grantee may impose. These rights of access shall be consistent with the requirements for airport security of the airport set forth in 14 CFR Part 107.

13. Miscellaneous. The Grantee shall take whatever action may be required by the Administrator to assure the complete release of the Government from any and all liability for restoration or other damage under any lease or other agreement covering the use by the Government of any of the Property; however, no such release shall deprive the Grantee of any right it otherwise may have to receive reimbursement for substantial damage of the airport by a federal agency under Section 17 of the Federal Airport Act, or any successor statute.

14. Reservations and Restrictions.

(a) In the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the Grantee, whether caused by the legal inability of the Grantee to perform any of the obligations herein set out or otherwise, the title, right of possession and all other rights transferred by this Deed to the Grantee, or any portion thereof, shall at the option of the Grantor, acting by and through the FAA, 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, or if the Grantee shall have commenced the actions necessary to bring

it into compliance with such terms, conditions, reservations and restrictions in accordance with a compliance schedule approved by the Administrator, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the Grantee.

(b) Consistent with Subparagraph 1(d) of this Paragraph X.A, the Property may be transferred only with the written approval of the Administrator and upon assumption by the transferee of all the obligations imposed in this Deed other than those excepted in writing by the Administrator; provided, however, the Administrator shall have no authority to release the Grantee from any of the provisions of Sections III, V, VI, and VII of this Deed.

15. Grantee Obligations. The Grantee shall take title subject to such rights, if any, as third persons may have in the Property on the Effective Date by virtue of any grant from the Government or others and shall assume all duties, obligations, and liabilities of the Government or any agency thereof thereunder and hold the same harmless from all claims arising [from] such transfer of title.

16. Government Rights. The Government shall have the right to remove from the Property within a reasonable time (which shall not be construed to mean any period less than one (1) year after the Effective Date) any property not transferred by this Deed. During such period, the Government shall have a right of ingress to and egress from the Property for the purposes of using, disposing of by sale or otherwise, and removing such property.

17. Payment in Cash of Taxes, Assessments, etc. All taxes, assessments, and similar charges made against the Property for which the Grantor is liable shall be prorated as of the Effective Date.

18. Waiver of Any Existing Option. The Grantee must obtain for the benefit of the Government, in form satisfactory to it, a waiver of any existing option granted to purchase the Property or any portion thereof.

B. The Grantee shall not discriminate upon 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 facility on the Property is used primarily for religious purposes. The United States shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

C. The Grantee warrants that no person or agency has been employed or retained to solicit or obtain Grantor's execution of this Deed upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except bona fide employees or bona fide commercial agencies retained by 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.

D. No member of, or delegate to, Congress or Resident Commissioner shall acquire any of the rights or benefits granted in this Deed; provided, however, this prohibition shall not extend to a corporation in which any such person has an ownership interest if the right or benefit is granted to a corporation for its general benefit.

XI. 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.

XII. BINDING EFFECT AND BENEFIT

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

XIII. 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 – Depiction of Site SS076
- Exhibit D – Chanute AFB Historic District

[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 TerMaath
STEPHEN G. TERMAATH, GS-15, DAF
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 9 day of July, 2018 by STEPHEN G. TERMAATH, Chief, BRAC Program Management Division, Installations Directorate, Air Force Civil Engineer Center.

[Signature]

Notary Public, State of Texas

My Commission Expires: June 16, 2019

(seal)



| |
|--|
| Exempt under provisions of Par. <u>E</u> |
| Sec. 31-41, Property Tax Code. |
| Dated <u>7/18/2018</u> By <u>[Signature]</u> |
| (Buyer, Seller or Representative) |

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: 7-17-, 2018

(Grantee Name)

By: Charles Smith
Name: CHARLES SMITH
Title: Village President

[Attest:

[Signature] Comptroller
(Name and Title or Position)]

ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF CHAMPAIGN

This document was acknowledged before me this 17 day of July, 2018, by Charles Smith Mayer of the Village of Rantoul, Illinois.
Village President

Lee Ann McMahon
Notary Public, State of Illinois
My Commission Expires: 12/18/2021

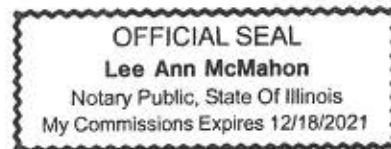


EXHIBIT A

Legal Description of Property

PARCEL A1b-3

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 a corner labeled as 294 on the East Line of Pacesetter Drive as shown and described on a Quitclaim Deed recorded as Document No. 2007R22404 in the Champaign County Recorder's Office, proceed South $44^{\circ} 27' 27''$ West along an Easterly Line of said Pacesetter Drive, 16.64 feet; thence South $45^{\circ} 28' 33''$ East, 445.14 feet to a corner on the Westerly Line of Parcel A1b-1 as shown and described in a Quitclaim Deed recorded as Document No., 2007R22403 in said Recorder's Office, said corner also being the True Point of Beginning; thence continue South $45^{\circ} 28' 33''$ East along said Westerly Line of Parcel A1b-1, a distance of 165.00 feet; thence South $44^{\circ} 29' 34''$ West along said Westerly Line of Parcel A1b-1, a distance of 659.93 feet; thence around the arc of a circular curve to the right along said Westerly Line of Parcel A1b-1, said curve having a radius of 135.00 feet, a chord bearing of South $89^{\circ} 25' 31''$ West, a chord length of 190.81 feet for an arc length of 211.91 feet; thence North $45^{\circ} 32' 05''$ West along said Westerly Line of Parcel A1b-1, a distance of 30.24 feet; thence North $44^{\circ} 29' 34''$ East, 795.11 feet to said True Point of Beginning, encompassing 2.922 acres more or less.

EXHIBIT A

Legal Description of Property

PARCEL A1c

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. Parcel A1c contains 4.485 Acres more or less, all situated in Champaign County, Illinois.

EXHIBIT A

Legal Description of Property

PARCEL A2c-8

A tract of land being a part of Sections 2 and 11, all 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 a corner labeled as 294 on the East Line of Pacesetter Drive as shown and described on a Quitclaim Deed recorded as Document No. 2007R22404 in the Champaign County Recorder's Office, proceed South 44° 27' 27" West along an Easterly Line of said Pacesetter Drive, 16.64 feet to the True Point of Beginning; thence South 45° 28' 33" East, 445.14 feet to a corner of the Westerly Line of Parcel A1b-1 as shown and described in a Quitclaim Deed recorded as Document No., 2007R22403 in said Recorder's Office; thence South 44° 29' 34" West, 795.11 feet to a point on said Westerly Line of Parcel A1b-1; thence North 45° 32' 05" West along said Westerly Line of Parcel A1b-1 and a Northeasterly Line of Parcel A1c-3c as shown and described in a Quitclaim Deed recorded as Document No. 200722402 in said Recorder's Office, 444.65 feet to a point on said Easterly Line of Pacesetter Drive; thence North 44° 27' 27" East along said Easterly Line of Pacesetter Drive, 795.57 feet to said True Point of Beginning, encompassing 8.123 acres more or less.

EXHIBIT A

Legal Description of Property

PARCEL A3b

A tract of land being a part of Sections 2 and 11, all 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 a corner labeled as 294 on the East Line of Pacesetter Drive as shown and described in a Quitclaim Deed recorded as Document No. 2007R22404 in the Champaign County Recorder's Office, proceed North 00° 34' 10" West along said East Line of Pacesetter Drive, 235.86 feet; thence North 45° 33' 46" West along an Easterly Line of said Pacesetter Drive, 16.90 feet to the Southwest Corner of Parcel A3a as shown and described in a Quitclaim Deed recorded as Document No. 2007R22402 in said Recorder's Office; thence North 44° 27' 29" East along the Southeasterly Line of said Parcel A3a, 423.64 feet; thence South 41° 01' 36" East, 346.93 feet to a corner on the Westerly Line of Parcel A1b-1 as shown and described in a Quitclaim Deed recorded as Document No. 2007R22403 in said Recorder's Office; thence South 00° 34' 10" East along said Westerly Line of Parcel A1b-1, a distance of 396.50 feet; thence South 43° 58' 19" West along said Westerly Line of Parcel A1b-1, a distance of 299.95 feet; thence North 45° 28' 33" West, 445.14 feet to a point on an Easterly Line of said Pacesetter Drive; thence North 44° 27' 27" East along said Easterly Line of Pacesetter Drive, 16.64 feet to said True Point of Beginning, encompassing 7.098 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 DP063 (Hangar 3 Carbon Tetrachloride Disposal Area) | | | | | | |
|--|--------------------------|---------------------------|---------------------|---------|---|---------------------------------|
| Substance | Regulatory Synonym(s) | CAS Registry Number | Quantity (kg/lb) | Date | Hazardous Waste ID Number (if applicable) | Maximum Concentration Remaining |
| Benzo(a)anthracene | | 56-55-3 | Unknown | Unknown | N/A | Soil: 9,000 ug/kg |
| Benzo(a)pyrene | | 50-32-8 | Unknown | Unknown | N/A | Soil: 5,900 ug/kg |
| Benzo(b)fluoranthene | | 205-99-2 | Unknown | Unknown | N/A | Soil: 10,000 ug/kg |
| Benzo(k)fluoranthene | | 207-08-9 | Unknown | Unknown | N/A | Soil: 5,800 ug/kg |
| Dibenz(a,h)anthracene | | 53-70-3 | Unknown | Unknown | N/A | Soil: 2,000 ug/kg |
| Indeno(1,2,3-cd)pyrene | | 193-39-5 | Unknown | Unknown | N/A | Soil: 4,100 ug/kg |
| 1,2-Dichloroethane | | 107-06-2 | Unknown | Unknown | N/A | Soil: 31 ug/kg; GW: < 0.5 ug/L |
| cis-1,2-Dichloroethene | | 156-59-2 | Unknown | Unknown | N/A | GW: < 1 ug/L |
| 1,2-Dichloropropane | | | | | | Soil: 42 ug/kg |
| Trichloroethene | | 75-01-4 | Unknown | Unknown | N/A | Soil: 1,900 ug/kg; GW: < 1 ug/L |
| Vinyl chloride | | 7440-38-2 | Unknown | Unknown | N/A | GW: < 1 ug/L |
| Iron | | 7439-89-6 | Unknown | Unknown | N/A | Soil: < 30,000 ug/kg |
| Lead | | 7439-92-1 | Unknown | Unknown | N/A | Soil: < 610 ug/kg |
| Manganese | | 7439-96-5 | Unknown | Unknown | N/A | Soil: < 2,000 ug/kg |

Former Chanute AFB
(FAA PBC - Parcels A1b-3, A1c, A2c-8 and A3b)

Response/Remedial Action:

Site DP063 is an 8.5 acre site located east of, and adjacent to, Building 2 (Hangar 3). The OU-1L RI concluded PAHs, VOCs and lead in soil and VOCs in groundwater above decision criteria required additional evaluation; however, additional evaluation of vapor intrusion was not warranted because the RI determined that the estimated cancer risk to an industrial/office worker from exposure to indoor air potentially impacted by VI is below the risk management range (1×10^{-4} to 1×10^{-6}) and the non-cancer hazard index (HI) does not exceed 1. The RI further concluded that VI evaluation using sub-slab soil gas results determined that the potential future estimated cancer risk from indoor air potentially impacted by VI is less than 1×10^{-6} for both the industrial/office worker and hypothetical resident. Non-cancer hazard estimates are less than 1 in all cases (AR 3404). The Group 4 FS (AR 3636) concluded that remedial action was required for PAHs in soil and VOCs in groundwater. The Group 4 ROD (AR 3670) selected "Alternative 4: Risk-Based Excavation Using 10^{-4} PRGs for Unrestricted Land Use, Off-Site Disposal, Enhanced Reductive Dechlorination (ERD), and Groundwater Monitoring" as the remedy. Soil remedial actions conducted include:

- Excavation and offsite disposal of approximately 26 yd³ of soil was conducted in 2011; and
- Backfill of the excavated area with approximately 26 yd³ of topsoil was conducted in 2011.

The Groups 3, 4, & 6 RACR (AR 3732) documents site closure with UU/UE determination for the soil media. Regulatory concurrence on achieving soil cleanup goals was received September 18, 2012 (AR 424417).

Groundwater remedial actions conducted include:

- Baseline monitoring and initial groundwater injections in 2011; and
- Periodic groundwater monitoring and reporting.

The RACR for Seven Sites documents site closure with UU/UE determination for the groundwater media (AR 422070). Regulatory concurrence on achieving groundwater cleanup goals was received September 29, 2014 (AR 424477).

| SS066 (Aircraft Washrack near Hangar 2) | | | | | | |
|--|-----------------------|---------------------|------------------|---------|---|-------------------------------------|
| Substance | Regulatory Synonym(s) | CAS Registry Number | Quantity (kg/lb) | Date | Hazardous Waste ID Number (if applicable) | Maximum Concentration Remaining |
| Benzo(a)anthracene | | 56-55-3 | Unknown | Unknown | N/A | Soil: 2,480 ug/kg |
| Benzo(a)pyrene | | 50-32-8 | Unknown | Unknown | N/A | Soil: 2,510 ug/kg |
| Benzo(b)fluoranthene | | 205-99-2 | Unknown | Unknown | N/A | Soil: 3,560 ug/kg |
| Indeno(1,2,3-cd)pyrene | | 193-39-5 | Unknown | Unknown | N/A | Soil: 1,290 ug/kg |
| Naphthalene | | 91-20-3 | Unknown | Unknown | N/A | Soil: 26,400 ug/kg; GW: 240 ug/L |
| 1,2,4-Trimethylbenzene | | 95-63-6 | Unknown | Unknown | N/A | Soil: 972 ug/kg |
| n-propylbenzene | | 103-65-1 | Unknown | Unknown | N/A | Soil: 2,840 ug/kg |
| Trichloroethene | | 79-01-6 | Unknown | Unknown | N/A | Soil: 311 ug/kg |
| Vinyl chloride | | 75-01-4 | Unknown | Unknown | N/A | Soil: 190 ug/kg |
| Cadmium | | 7440-43-9 | Unknown | Unknown | N/A | Soil: 60.5 mg/kg |
| Lead | | 7439-92-1 | Unknown | Unknown | N/A | Soil: 1,830 mg/kg |
| Methylene chloride | | 75-09-2 | Unknown | Unknown | N/A | Soil: 182 ug/kg |
| Response/Remedial Action: | | | | | | |
| <p>Site SS066 is an approximately 0.1-acre site located in the north-central portion of OU-1. The tarmac pavement at SS066 has a series of drain holes (approximately 2 inches in diameter) along a strip measuring approximately 2' x 50'. Aircraft were reportedly washed with a soap and water solution and the wash water entered the drain holes and passed into the storm sewer. It is believed the wash rack was used until 1971 when the runways were closed to military aircraft. The OU-1P RI concluded PAHs and metals in solids found in the wash rack drain sump, VOCs in soils, and naphthalene in groundwater above decision criteria required additional evaluation; however, vapor intrusion was not evaluated because there are no buildings on the site (AR 3231). The Group 2 FS (AR 3700) concluded that there were no soil contaminants of concern (COCs) and remedial action for groundwater was not warranted based on evaluation of site data that indicated a very limited extent of groundwater area impact, naphthalene concentrations in soil below decision criteria, one small exceedance of naphthalene in groundwater (less than 2 times the decision criteria), and the expected natural attenuation of naphthalene in groundwater. The Group 2 ROD (AR 460382) concluded that the development of remedial alternatives for site SS066 was unnecessary and selected "No Further Action" as the remedy for site SS066 because no action was necessary to protect human health or the environment based on a risk management analysis.</p> | | | | | | |

| IRP Site SS073 (Building 809 Former Navaid Station) | | | | | | |
|---|-----------------------|---------------------|------------------|---------|---|---------------------------------|
| Substance | Regulatory Synonym(s) | CAS Registry Number | Quantity (kg/lb) | Date | Hazardous Waste ID Number (if applicable) | Maximum Concentration Remaining |
| Trichloroethene | | 79-01-6 | Unknown | Unknown | N/A | GW: < 1 ug/L |
| Tetrachloroethene | | 127-18-4 | Unknown | Unknown | N/A | Soil: 2,370 ug/kg; GW: < 1 ug/L |
| Response/Remedial Action: | | | | | | |
| <p>Site SS073 is approximately 3.95-acres and located in the central portion of OU-1, southeast of the intersection of the main east-west and northeast-southwest runways. The OU-1P RI concluded VOCs in soil and groundwater above decision criteria required additional evaluation (AR 3231). The Group 2 FS (AR 3700) concluded concentrations of PCE in soil did not need to be evaluated for direct contact because the cumulative carcinogenic risk is below the lower end of the NCP risk management range (1×10^{-4} to 1×10^{-6}) and the non-cancer target hazard criterion of 1 for workers and residential receptors. Further evaluation also concluded the maximum concentration of residual PCE in soil was less than the soil-to-groundwater migration criterion. Therefore, no action was necessary for soil. However, the Group 2 FS concluded remedial action was required to address PCE contamination in groundwater. The Group 2 ROD (AR 460382) selected "Alternative 3: Enhanced Reductive Dechlorination (ERD) and Groundwater Monitoring" as the remedy.</p> <p>Groundwater remedial actions conducted include:</p> <ul style="list-style-type: none"> • Baseline monitoring and initial groundwater injections in 2012; • Remedial process optimization injections in 2013 and 2015; and • Periodic groundwater monitoring and reporting. <p>The RACR for Sites ST051, SS073, SS035, and ST037 (AR 569622) documents site closure with UU/UE determination for the groundwater media for site SS073. Regulatory concurrence was received December 2017 (AR 569622).</p> | | | | | | |

| IRP Site SS076 (Building 7 Hangar 2, OU-1) | | | | | | |
|--|-----------------------|---------------------|------------------|---------|---|---------------------------------|
| Substance | Regulatory Synonym(s) | CAS Registry Number | Quantity (kg/lb) | Date | Hazardous Waste ID Number (if applicable) | Maximum Concentration Remaining |
| cis-1,2-Dichloroethene | | 156-59-2 | Unknown | Unknown | N/A | GW: 0.322 ug/L |
| Carbon tetrachloride | | 56-23-5 | Unknown | Unknown | N/A | Soil: 157 ug/kg; GW: < 1 ug/L |
| Chloroform | | | Unknown | Unknown | N/A | GW: 0.3 ug/L |

| | | | | | | |
|-------------------|--|----------|---------|---------|-----|--------------------------------|
| Tetrachloroethene | | 127-18-4 | Unknown | Unknown | N/A | Soil: 983 µg/kg; GW: < 1 ug/L |
| Trichloroethene | | 79-01-6 | Unknown | Unknown | N/A | Soil: 68.3 µg/kg; GW: < 1 ug/L |
| Vinyl chloride | | 75-01-4 | Unknown | Unknown | N/A | GW: 8.24 ug/L |

Response/Remedial Action:

Site SS076 is comprised of approximately 3.9-acres located in the north-central portion of OU-1. The site is comprised of the southern portion of Building 7 (Hangar 2), the southeastern corner of Building 2 (Hangar 3), and pavement with patches of maintained grass and trees. The OU-1L RI concluded VOCs in soil and groundwater above decision criteria required additional evaluation. The RI also concluded that PCE and carbon tetrachloride in sub-slab soil gas required additional evaluation (AR 3404). The Group 4 FS (AR 3636) concluded that remedial action for soil was not required because the cumulative carcinogenic risk is below the lower end of the NCP risk management range (1×10^{-4} to 1×10^{-6}) and the non-cancer target hazard criterion of 1 and no constituents were detected above the soil-to-groundwater migration; however, remedial action was required to address VOC contamination in groundwater and carbon tetrachloride and PCE in indoor air. The Group 4 ROD (AR 3670) selected "Alternative 8: Enhanced Reductive Dechlorination (ERD) and Groundwater Monitoring for Unrestricted Land Use" as the remedy. Groundwater remediation began in 2011 and is ongoing.

Groundwater remedial actions conducted include:

- Baseline monitoring and initial groundwater injections in 2011;
- Remedial process optimization injections in 2012, 2014, and 2015; and
- Periodic groundwater monitoring and reporting.

Ongoing remedial activities for groundwater at site SS076 achieved an Operating Properly and Successfully determination in September 2017 (AR 564909). Regulatory concurrence was received September 29, 2017 (AR 565063).

EXHIBIT C Depiction of Site SS076

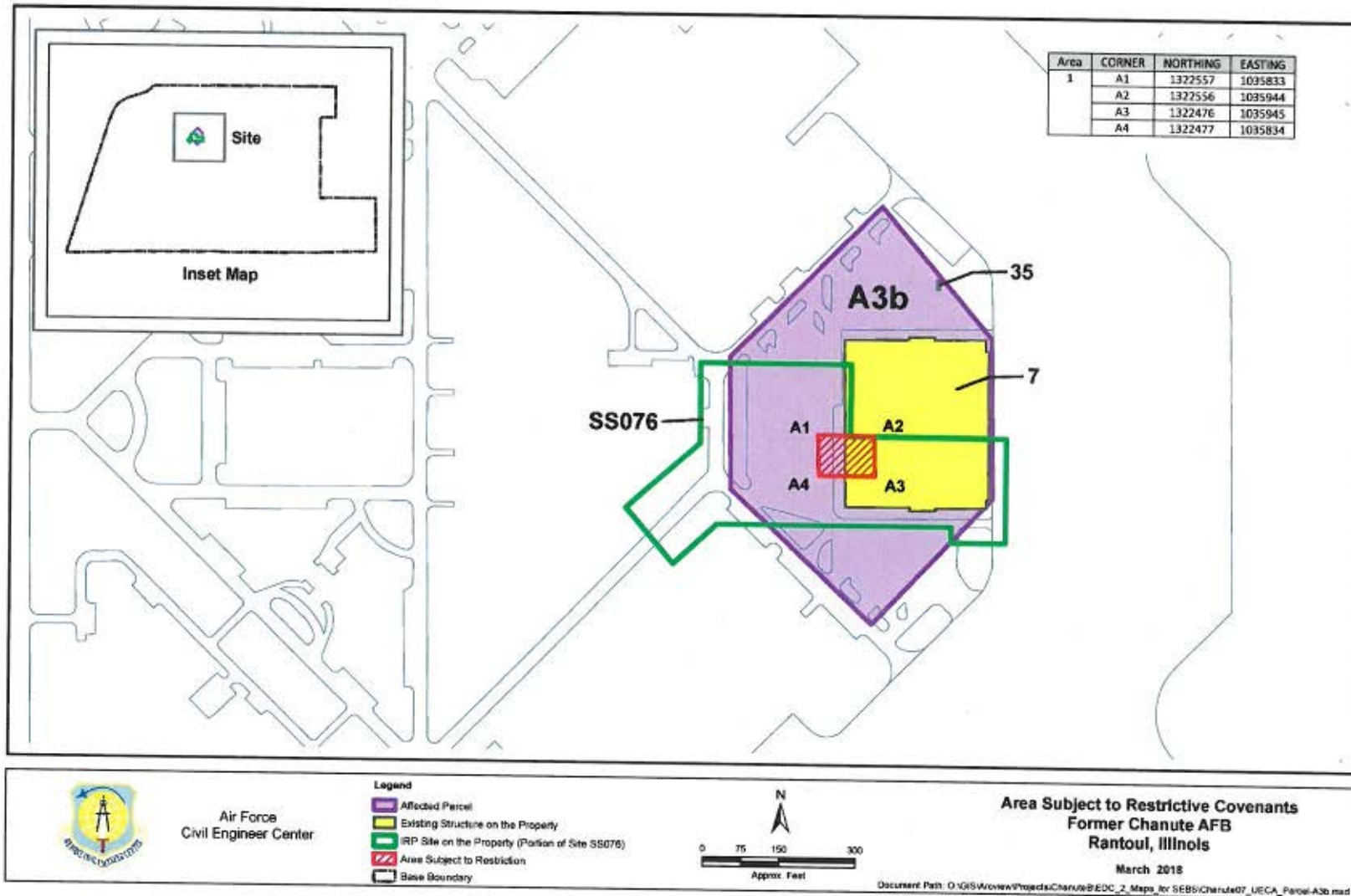


EXHIBIT D CHANUTE AFB HISTORIC DISTRICT

