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LAND LEASE  
FOR PRIVATELY OWNED PROPERTY  
BETWEEN  
THE CHAMPAIGN COUNTY BOARD  
AND  
THE UNITED STATES OF AMERICA

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1. **THIS LEASE**, made and entered into this 22nd day of April in the year of 2010.

by: **The Champaign County Board**  
whose address is: **1776 East Washington Street**  
**Urbana, Illinois 61802**

and whose interest in the property is that of the owner, hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Lessee.

In consideration for RENT the parties promise and agree as follows:

2. **PROPERTY:** The Lessor leases to the Lessee the following described property located at 2001 East Main Street, Urbana, Illinois:

A tract or parcel of land situated in the County of Champaign, State of Illinois, more particularly described as follows:

Beginning at the intersection of the Sixth right-of-way line of East Main Street in the City of Urbana, Illinois with the East line of Section 16, Township 19 North, Range 9 East of the 3<sup>rd</sup> Principal Meridian; thence West 470 feet along the South right-of-way line of East Main Street to a point; thence South parallel with the East section line of said Section 16 a distance of 550 feet to a point; thence East parallel with the South right-of-way line of East Main Street to a point in the East line of Section 16; thence North along said Section line a distance of 550 feet to the point of beginning, containing 5.94 acres, more or less;

as shown in Exhibit "A", attached and made a part of this agreement, to be used for the Lessee's purposes.

**3. LEASE TERM:** The Lessee shall have the right to have and to hold the said premises, or any portion thereof, for the period beginning **1 April 2010 through 31 March 2015**. The Lessee shall have the right to renew this lease from year to year or for a lesser period of time, under the same terms, conditions and consideration provided herein. The Lessee shall provide written notice to the Lessor of the Lessee's intent to renew this lease prior to the expiration date of the current term, provided further that the renewal of this lease is subject to adequate appropriations being made available from year to year for the payment of rentals. If Lessee does not provide written notice to the Lessor of the Lessee's intent to renew this lease prior to the expiration date of the current lease term, this lease will expire, with no further notice being required from Lessee, at the end of the current lease term.

**4. RENTAL:** The Lessee shall pay the Lessor rent at the following rate: Forty Thousand Six Hundred Dollars and 00/100 (\$40,600.00) annually at the rate of Three Thousand Three Hundred Eighty Three Dollars and 33/100 (\$3,383.33) per month in arrears. Rent for a lesser period shall be prorated.

**5. OWNERSHIP:** The Lessor warrants that he is the rightful and legal owner of the property and has the legal right to enter into this lease. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease the property, the lease shall terminate. The Lessor, the Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Lessee by reason of such failure and to **refund all rentals paid**.

**6. EXCLUSIVE USE:** The Lessor shall not interfere with or restrict the Lessee, or its representatives in the use and enjoyment of the leased property, nor shall the Lessor erect any fence, wall, partition or any construction upon the leased, property except as otherwise agreed to in writing by the Lessee.

**7. TERMINATION:**

a. The Lessee may terminate this lease at any time in whole or in part, by giving thirty (30) days notice in writing to the Lessor and no rental shall be due for payment after the effective date of termination. Said notice shall be the day after the date of mailing, or hand delivery. The monthly rental shall be adjusted in proportion with the

reduction of space on a Partial Termination and shall be calculated pro rata unit of measure for the remaining lease area premises.

b. Termination in whole or in part shall be effective upon written notice, however, the parties may enter into a supplemental agreement to resolve certain issues arising from the tenancy and its termination, in whole or in part.

c. The Lessor has no termination rights.

**8. ALTERATIONS/RESTORATION/RELEASE OF LIABILITY:** The Lessee shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which fixtures, additions, or structures, so placed in, upon or attached to the said premises shall be and remain the property of the Lessee and may be removed or left in place at the option of the Lessee. The Lessor hereby releases and forever discharges the Lessee, its officers, employees and/or contractors from any and all liability, claims or demands for site restoration of the leased premises.

**9. DAMAGES:** The Lessee shall not be responsible for combat or war related damages to the leased premises; the Lessee shall be liable only for damage resulting from negligence or misconduct of Lessee personnel. The Lessee shall not be liable for any loss, destruction or damage to the premises beyond the control and without the fault of negligence of the Lessee, including, but not limited to acts of nature, fire, lightning, floods, or severe weather. The parties agree that any settlement of damages by the Lessee if any, shall be done at termination of the lease and shall be subject to the availability of funds.

**10. PROPERTY INVENTORY:** As of the starting date of this lease, a joint inventory and condition report of all personal property of the Lessor included in this lease, and also a joint physical survey and inspection report of the real property shall be made, said reports to reflect the then present condition, and to be signed on behalf of the parties.

**11. TAXES:** The Lessor accepts full and sole responsibility for the payment of all taxes and other charges of a public nature which may arise in connection with this lease or which may be assessed against the property. This includes registration of the lease and payment of related charges.

**12. NOTICE:** Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Lessee shall be addressed to the Lessor at:

Champaign County Board  
1776 East Washington Street  
Urbana, Illinois 61802

and if given by the Lessor shall be addressed to the Lessee at:

U.S. Army Engineer District  
Louisville District Corps of Engineers  
ATTN: RE-M (Room 137)  
P.O. Box 59  
Louisville, KY 40201-0059

**13. LESSOR'S SUCCESSORS:** The terms and provisions of this lease and the conditions shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

**14. COVENANT AGAINST CONTINGENT FEES:** The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, expecting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose for securing business. For breach or violation of this warranty the Lessee shall have the right to annul this lease without liability or in it's discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

**15. OFFICIALS NOT TO BENEFIT:** No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

**16. GRATUITIES:**

a. The Lessee may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the

Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer, or employee of the Lessee with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this lease is terminated as provided in paragraph (a) hereof, the Lessee shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Lessee provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

**17. EXAMINATION OF RECORDS:** The Lessor agrees that any duly authorized representatives shall have the right until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this lease.

**18. MODIFICATION:** No change or modification of this lease shall be effective unless it is in writing and signed by both parties to this lease.

**19. SPECIAL CONDITIONS:**

a. Structures which exist on the property and were constructed by the Lessee under the previous Land Lease (DA-11-032-ENG-6866) shall remain property of the Lessee and may be removed or left in place at the option of the Lessee upon termination of this Lease.

20. **DISCLAIMER:** The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in and are chargeable to Procurement Authority Number quoted below, the available balance of which is sufficient to cover cost of same:

2102080 0000 0 BR BRCJ 131R79T0000 232Z 2WFDCA  
IL0733F0LEA001 FDCA2W 012167

"THE GOVERNMENT'S OBLIGATION HEREUNDER IS MADE CONTINGENT UPON CONGRESS ENACTING APPROPRIATIONS."

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first above written.

LESSOR:

CHAMPAIGN COUNTY BOARD



C. Pius Weibel

Chair, Champaign County Board

LESSEE:

THE UNITED STATES OF AMERICA



Patty S. Smith

Chief, Real Estate Division

Louisville District Corps of Engineers

CERTIFICATE OF AUTHORITY

I, Mark Sheldon certify that I am the County Clerk  
(Name of clerk or appropriate official) (Title)

of the Champaign County that C. Pius Weibel  
(Name of Govt entity) (Name of Officer Signing Lease)

who signed the foregoing instrument on behalf of the grantee, was then

Chair of Champaign County Board  
(Office Held) (name of govt entity)

I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the grantee in executing said instrument.

Mark Sheldon  
(Signature of clerk or appropriate official)

4/23/10  
(Date)

TRACT REGISTER			
TRACT NO	LAND OWNER	ACREAGE	REMARKS
50	ED. OF SUP, CHAMPAIGN, ILLINOIS	5.94	LEASE NO 20-11-2007 IN REG. 210 (APPROX)

**PROJECT MAP**  
 TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_  
 DRAWN BY \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_

**LOCATION OF PROJECT**  
 STATE: ILLINOIS  
 COUNTY: CHAMPAIGN  
 DIVISION: NORTH CENTRAL  
 DISTRICT: CHICAGO  
 25 MILES N. W. OF CHICAGO  
 ARMY AREA: FIELD NO. 1000  
 2 MILES E. OF URBANA  
 5 MILES E. OF CHAMPAIGN

**TRANSPORTATION FACILITIES**  
 RAILROADS: \_\_\_\_\_  
 STATE ROADS: \_\_\_\_\_  
 FEDERAL ROADS: 63, 120  
 AIR LINES: \_\_\_\_\_

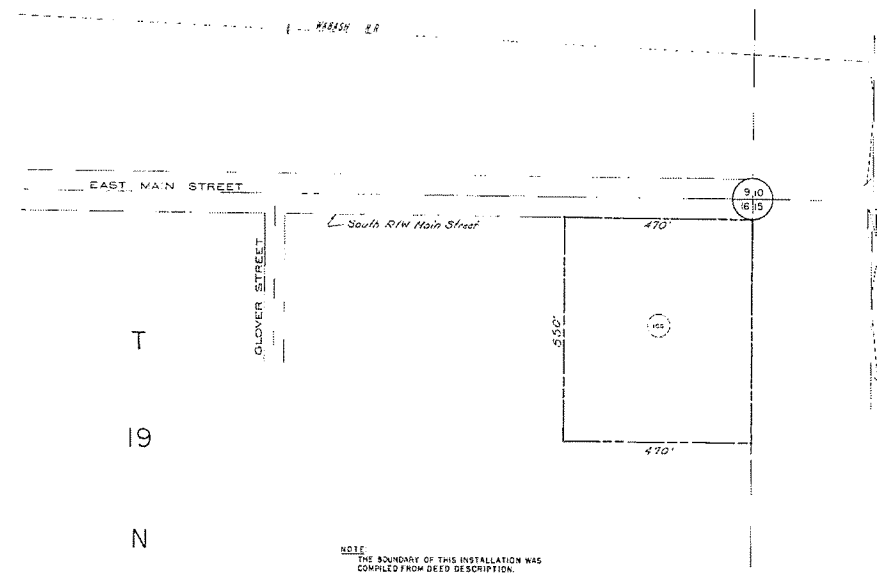
**ACQUISITION**  
 TOTAL ACRES ACQUIRED: 5.94  
 FE: \_\_\_\_\_  
 PUBLIC DOMAIN: \_\_\_\_\_  
 USE PERMIT: \_\_\_\_\_  
 LEASE: 5.94  
 LESSOR INTERESTS: \_\_\_\_\_

**DISPOSAL**  
 TOTAL ACRES DISPOSED OF: \_\_\_\_\_  
 SOLD: \_\_\_\_\_  
 PUBLIC DOMAIN: \_\_\_\_\_  
 USE PERMIT: \_\_\_\_\_  
 TRANSFERRED: \_\_\_\_\_  
 LEASES TERMINATED: \_\_\_\_\_  
 LESSOR INTERESTS TERM: \_\_\_\_\_  
 REASSIGNED: \_\_\_\_\_  
 OTHER: \_\_\_\_\_

**LEGEND**  
 EXCEPT FOR THE SPECIAL SYMBOLS SHOWN BELOW ALL SYMBOLS ARE STANDARD BY ARMY MAP SERVICE TECHNICAL MANUAL NO. 21.  
 RESERVATION LINE: \_\_\_\_\_  
 RESERVATION LINE (Special Service): \_\_\_\_\_  
 TRACT BOUNDARY LINE: \_\_\_\_\_  
 TRACT NUMBER: \_\_\_\_\_  
 CONVEYOR LINE: \_\_\_\_\_  
 DISPOSAL: \_\_\_\_\_  
 LETTERED OWNER'S REF. LINE: \_\_\_\_\_



R 9 E 3RD PM



ACQUISITION	AUTHORIZATION
NO. 100 000 E. DATE: JANUARY 1940	TRACT NUMBER: _____
	CONVEYOR LINE: _____
	DISPOSAL: _____
	LETTERED OWNER'S REF. LINE: _____

DEPARTMENT OF THE ARMY  
 OFFICE OF THE CHICAGO DISTRICT ENGINEER  
 NORTH CENTRAL DIVISION

REAL ESTATE  
**U.S. ARMY RESERVE CENTER**  
 CHAMPAIGN, ILLINOIS  
 MILITARY RESERVATION

APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**AUDITED**  
 PREPARED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

Lease No. DACCA27-5-10-281  
 Urbana, Illinois