

**AMENDED AND RESTATED**  
**LAND LEASE AGREEMENT**

**THIS AMENDED AND RESTATED LAND LEASE AGREEMENT** (this "Lease") entered into as of \_\_\_\_\_, 2011 between the CITY OF ROCHELLE, an Illinois municipal corporation ("CITY") and SKY TEAM, INC., an Illinois corporation ("LESSEE").

**WITNESSETH**

**WHEREAS**, CITY is an Illinois municipal corporation and is the owner and operator of the ROCHELLE MUNICIPAL AIRPORT/KORITZ FIELD ("Airport"); and

**WHEREAS**, pursuant to that certain Land Lease Agreement entered into April 1, 2011 (the "Prior Agreement"), LESSEE leased from CITY certain real estate within the Airport, legally described in **Exhibit A**, for the purposes of constructing an aviation hangar, office building, and other facilities described therein ("Improvements"), as described on **Exhibit B**, and occupying the Improvements during the term of this Lease; and

**WHEREAS**, CITY and LESSEE have determined that it is in their respective best interests to amend and restate the Prior Agreement on the terms and conditions contained herein; and

**WHEREAS**, LESSEE desires to occupy and use part of the Community Hangar at the Airport during the construction of a gravel access road as described in **Exhibit C**; and

**WHEREAS**, LESSEE desires to occupy and use the Leased Premises (as hereinafter defined), temporarily during the construction of the Improvements by constructing temporary facilities as described in **Exhibit D**;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend and restate the Prior Agreement as follows:

- 1. Land Parcel.** CITY hereby leases to LESSEE, and LESSEE hereby leases from the CITY, the real property on the Airport described in **Exhibit A** ("Leased Premises"), consisting of seven (7) acres, more or less.
- 2. Term.** The term of this Lease shall be twenty (20) years, commencing on the date first set forth above (the "Term"). LESSEE shall have two (2) options to extend this Lease for terms of ten (10) additional years each, on written notice to CITY at least ninety (90) days prior to the end of the original lease term, or the first extended term. LESSEE shall in no event be deemed to have waived an option to extend by failing to provide any such ninety (90)- day written notice, unless CITY sends LESSEE a notice (the "Reminder Notice") advising LESSEE that LESSEE had failed to extend this Lease, and LESSEE does not exercise the option to extend within fourteen (14) days from receiving the Reminder Notice. The rent for the first extended lease term shall be \$35,000.00 per year. The rent for the second extended lease term shall be \$40,000.00 per year.
- 3. Rent; Fuel Purchases.** LESSEE shall pay CITY rent for the Leased Premises as follows:
  - a. First Five (5) Years.** For years 1-5 of the Lease, LESSEE shall pay a ground rent of \$40,000.00 per year, in equal monthly installments of \$3,333.34 and shall pay all utility costs for the Leased Premises.



a description of the off-site damage, a description of a remediation plan for such damage, and a time frame for remediation. Such report shall be provided within 72 hours of the incident.

- iii. **Alcohol.** LESSEE shall comply with all applicable laws and ordinances relating to the sale of alcohol on the Leased Premises. The parties agree that the Leased Premises do not constitute public or municipal buildings within the meaning of Section 6-7 of the Rochelle Municipal Code. Notwithstanding the foregoing, LESSEE shall not allow or permit the consumption of alcoholic beverages on the Leased Premises except within the area designated as Courtyard on **Exhibit B** or within any future restaurant for which LESSEE has obtained a liquor license.
- d. **Drop Zone.** The real property described on **Exhibit B** as “Skydiving Landing Area” shall be the drop zone area (“Drop Zone”). LESSEE shall follow all rules and regulations regarding the use of the Drop Zone as described in the United States Parachute Association’s Basic Safety Requirements (“USPA BSR”) and Federal Aviations Regulations Section 105 (“FAR 105”).
- e. **Campground.**
  - i. **Area Defined.** The real property described on **Exhibit B** as “Campground” shall constitute the Campground (“Campground”). Area 1 of the Campground will be available for fifteen (15) tent spaces. Area 2 of the Campground will be available for thirty (30) recreational vehicle or trailer spaces. Area 2 must be constructed with asphalt. Campground is strictly limited to recreational vehicle parking or tent camping, and LESSEE shall not allow more than one (1) tent per tent space or parking of more than one (1) vehicle per space; provided, however, that additional requests may be allowed with the written consent of the Airport Manager, but such consent shall not constitute a waiver of the requirement of consent in the future.
  - ii. **Ancillary to Primary Business.** LESSEE expressly understands and agrees that the RV parking privileges are strictly ancillary to LESSEE’S primary business of skydiving and skydiving training. LESSEE shall have no right or privilege to solicit or permit members of the general public not currently engaged in skydiving or skydiving training at Airport to use the Campground facilities provided herein. Further, LESSEE shall not suffer or permit any of its officers, agents or employees to use the Campground facilities as permanent living quarters. LESSEE expressly understands and agrees that the RV parking privileges provided herein are strictly limited to customer-supplied equipment. LESSEE shall have no right or privilege to rent or supply RV or camping equipment to any person for use on the premises or to permit any of its officers, agents or employees to supply RV or camping equipment to any person for use on the premises.
  - iii. **Duration Limited.** Under no circumstances shall LESSEE suffer or permit any tent camping equipment to remain on the premises for a period of time longer than three days and RV parking may be permitted for any period of time, subject to prohibited times as contained in Section 5(e)(iv); provided however that CITY retains the right to remove any single RV, camper, or tent if it becomes unsightly or unsafe. CITY retains the right to remove any owner of an RV, camper, or tent

from the Leased Premises if the owner's conduct is deemed detrimental to the operation of the Airport.

- iv. **Prohibitions.** No RV parking or tent camping will be permitted from November 30 through April 1. With the exception of one (1) fire pit within the courtyard with a design and location approved by CITY, no open flames or fire pits shall be allowed on Leased Premises; provided, however, that one grill per RV space may be used.
- v. **Non-Transferable and City's Right to Terminate.** The RV parking and camping privileges are not transferable to any subsequent tenant or assignee. CITY may suspend or revoke the RV parking and camping privileges provided herein upon ten (10) days advance written notice on account of four or more lease or regulatory violations in any given year, whether or not cured.
- vi. **Sanitation.** LESSEE shall conform to all applicable laws, ordinances, and regulations with respect to sanitation requirements for Campgrounds.

## 6. Improvements.

- a. **Improvements.** Improvements shall consist of Building Improvements and Utility Improvements as defined herein.
- b. **Building Improvements.** LESSEE shall, at its sole cost and expense, construct on the Leased Premises an aviation hangar, office building and other improvements, including a parking lot, RV parking lot, aviation ramp, staging gazebo, and internal roadway from the parking lot to Area 2 of the Campground (RV Park), and improvements thereto ("Building Improvements"), only in conformity with the plans described in Exhibit B and only in accordance with the provisions of the Rochelle Municipal Code. LESSEE shall complete the construction of the Building Improvements by April 1, 2012.
- c. **Utility Improvements.** CITY shall, at its sole cost and expense, provide sanitary sewer and water, ("Sewer/Water Improvements"), to the boundary of the Leased Premises, in conformity with the plans described in Exhibit B. LESSEE shall, at its sole cost and expense, construct electric and fiber optic improvements to the Leased Premises and any buildings thereon, in conformity with the Rochelle Municipal Code and the requirements of Rochelle Municipal Utilities.
- d. **Entrance; Internal Roadway Improvements; Fencing; Expansion of Taxiway.** CITY shall, at its sole cost and expense, construct a roadway entrance and an internal roadway to the parking facility as described in Exhibit B. CITY shall, at its sole cost and expense, construct fencing around the Leased Premises and an expansion of the taxiway to serve the Leased Premises as described in Exhibit B.
- e. **Warranties.** LESSEE represents and warrants to CITY that the Building Improvements have been, or will be, designed by a licensed architect or engineer in accordance with all applicable laws, codes, ordinances, rules and regulations. LESSEE shall cause the Building Improvements to be constructed in accordance with all applicable laws, codes, ordinances, rules and regulations by a contractor reasonably approved by CITY.

- f. Construction Permits.** LESSEE shall be solely responsible for obtaining, at its expense, any and all construction and building permits, and CITY shall cooperate with LESSEE with respect to such items.
  - g. Temporary Facilities.**

    - i. Prior to Gravel Access Road.** Prior to the completion by CITY of the gravel access road from Gurler Road in conformity with the plans described in **Exhibit C**, LESSEE shall be permitted to use and occupy approximately 750 square feet of the south office area of the Community Hangar and approximately 1000 square feet of unleased space in the Community Hangar as shown in **Exhibit C** for the following permitted uses: office space and parachute packing.
    - ii. Upon Completion of Gravel Access Road.** Within thirty (30) days of completion of the gravel access road from Gurler Road as described in **Exhibit D**, LESSEE shall construct, install, use and operate the permitted uses from temporary facilities during the construction of the Improvements, only in conformity with the plans described in **Exhibit D** and shall vacate the Community Hangar space.
- 7. Care of Leased Premises.** LESSEE shall keep and maintain the Leased Premises and all Improvements of any kind which may be erected, installed or made thereon by LESSEE in good and substantial repair and condition, including the exterior condition thereof, and shall make all necessary repairs and alterations thereto. Subject to the prior written approval of CITY approving the right to operate and maintain such a facility, LESSEE shall assume all responsibility for the installation and maintenance of any fuel or oil (or any other material deemed hazardous by the Environmental Protection Agency) storage facility on the airport that is for the sole use of LESSEE. Maintenance includes, without limitation, any and all environmental clean-ups of the site and/or removal of the facility. LESSEE agrees to hold harmless from any responsibility or expense CITY for any maintenance of the Leased Premises, Improvements, or other facilities. LESSEE shall provide proper containers for trash and garbage and shall keep the Leased Premises free and clear of rubbish, debris, and litter at all times. LESSEE shall maintain all aprons, ramps and taxiways that are constructed by LESSEE and are for the exclusive use of LESSEE, its sublessees, guests and invitees. LESSEE shall keep mowed and in a slightly condition all landscaping and grass areas within the Leased Premises; provided however that CITY shall be responsible for mowing the Drop Zone and shall roll the Drop Zone every spring.
- 8. Return of Leased Premises.** At the termination of this Lease, LESSEE shall surrender the Leased Premises, including all buildings and improvements constructed or installed by LESSEE, in good condition, reasonable wear and tear excepted. All such buildings and improvements shall become the sole property of CITY upon termination of this Lease. Regardless of the time when such termination occurs, or the reason therefore, CITY shall have no obligation to account for, or pay the value or cost of, such buildings and improvements to LESSEE or MORTGAGEE.
- 9. LESSEE'S Right to Terminate.** If within thirty (30) days of the execution of this Lease, CITY fails to approve an ordinance allowing for hot fueling of LESSEE'S aircraft, LESSEE shall have the option of terminating this Lease. In no event shall the CITY'S failure to approve such ordinance constitute a default under this Lease.
- 10. Sublease and Assignment.**

- a. **City Consent Required.** Subject to Paragraph 16, LESSEE shall not be permitted, without the prior written consent of CITY in each instance, to (i) assign, transfer, mortgage, pledge or encumber this Lease or any interest under it, (ii) lease the Improvements or sublet the Leased Premises and Improvements or any part thereof, or (iii) allow to exist or occur any transfer of or lien upon this Lease or LESSEE'S interest herein. Any assignment shall be to a person, firm or entity financially and operationally capable of fulfilling LESSEE'S obligations herein, in which case CITY shall not unreasonably withhold its consent. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, except as provided by law, and in no event shall this Lease or any rights or privileges hereunder be an asset of LESSEE under any bankruptcy, insolvency or reorganization proceedings, except as provided by law. Any of the foregoing performed or attempted in violation of the provisions of this Lease shall be null and void.
- b. **Continuing Liability of LESSEE.** No subletting, use, occupancy, transfer or encumbrance by LESSEE shall operate to relieve LESSEE from any covenant or obligation hereunder except to the extent, if any, expressly provided for in any such written consent of CITY to the foregoing. None of the foregoing, and no consent to any of the foregoing, shall be deemed to be a consent to or relieve LESSEE from obtaining CITY'S consent to any subsequent assignment, subletting, use, occupancy, transfer or encumbrance. LESSEE shall pay all of CITY'S reasonable costs, charges, and expenses (including without limitation reasonable attorney's fees and expenses in a sum amount not to exceed \$2,500.00) that CITY incurs in connection with any assignment, use, occupancy, transfer or encumbrance made or requested by LESSEE
- c. **Lease Assumption.** If LESSEE shall assign this Lease, the assignee shall expressly assume all of the obligations of LESSEE hereunder in a written instrument provided by CITY and delivered to CITY not later than five (5) days prior to the effective date of the assignment. If LESSEE shall lease any part of the Building Improvements or sublease any part of the Leased Premises, LESSEE shall obtain and furnish to CITY, not later than fifteen (15) days prior to the effective date of such lease or sublease, and in a form reasonably satisfactory to CITY, the written agreement of such LESSEE or sublessee to the effect that LESSEE or sublessee shall attorn to CITY.

## 11. Insurance.

- a. **General.** LESSEE covenants and agrees to maintain in force and effect at all times during the Term of this Lease public liability insurance in amounts as required by CITY, with coverage limits in the amount not less than \$2,000,000.00 for premises liability, \$1,000,000.00 for any occurrence of damage to property, \$1,000,000.00 aggregate for each occurrence for death and bodily injury, and \$1,000,000.00 for death or injury to any one person. Said insurance shall protect LESSEE and CITY and its agents or employees from loss on account of each and every claim or demand arising out of alleged wrongful or negligent acts or omissions on the part of LESSEE, its agents, servants or employees. Said insurance shall be with a company or companies satisfactory to CITY. Said insurance shall include coverage commonly known as "Worker's Compensation" and "Product Liability". CITY shall be named as an additional insured in such insurances and shall be provided with certificates of the insurance evidencing such coverage throughout the life of this Lease. CITY reserves the right to request and receive copies of LESSEE'S insurance policies as referenced herein. Said insurance shall be primary coverage and any

insurance that CITY may have shall be considered secondary and non-contributory and all said insurance policies shall contain an endorsement to this effect.

- b. Fire and Casualty.** LESSEE covenants and agrees to maintain in force and effect at all times during the Term of this Lease policies of fire and extended coverage insurance, insuring the buildings and improvements located on the Leased Premises to their full replacement value. Said insurance shall be with a company or companies satisfactory to CITY. CITY shall be provided with certificates of the insurance evidencing such coverage throughout the life of this Lease. CITY reserves the right to request and receive copies of LESSEE'S insurance policies as referenced herein.
- c. Vehicle.** LESSEE shall provide CITY with all certificates of vehicle insurance that LESSEE maintains on its aircrafts.
- d. Leasehold Title Insurance.** CITY shall obtain and provide to LESSEE a title insurance policy that shows CITY in title to the Leased Premises and any encumbrances thereon within ten (10) days of execution of this Lease.

## 12. Waiver and Indemnity.

- a. General Waiver.** In addition to and without limiting or being limited by any other releases or waivers of claims in this Lease, to the extent not prohibited by law, CITY, or any of its officers, Mayor, councilmembers, agents, consultants, contractors or employees, shall not be liable, and LESSEE hereby waives and releases them from any liability, for any injury to or death of any person or injury or damage to, or theft, robbery, pilferage, loss or loss of the use of any property, sustained by LESSEE or by other persons arising out of or relating to the Leased Premises or Improvements coming out of repair, or due to the happening of any accident or event in or about any part of the Leased Premises or Improvements, or due to any act or neglect of any other person; provided, however, that LESSEE does not waive or release CITY, or any of its officers, Mayor, councilmembers, agents, consultants, contractors or employees, from liability for their respective negligence or willful misconduct which causes any injury to or death of any person.
- b. Indemnity.** In addition to and without limiting or being limited by any other indemnity in this Lease, but rather in confirmation and furtherance thereof, LESSEE agrees to indemnify, defend by counsel reasonably acceptable to CITY, and hold CITY, and its officers, Mayor, council members, agents, consultants, contractors and employees, harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses including court costs and reasonable attorney's fees and expenses, in conjunction with injury to or death of any person or injury or damage to or theft, robbery, pilferage, loss or loss of use of any property not owned by CITY occurring in or about the Leased Premises or Improvements arising from LESSEE'S occupancy of the Leased Premises and Improvements, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by LESSEE in or about the Leased Premises and Improvements, or from any breach or default on the part of LESSEE in the performance of any covenant or agreement on the part of LESSEE to be performed pursuant to the terms of this Lease, or due to any other act or omission of LESSEE, or any of its employees, agents, licensees, invitees or contractors; provided, however, that LESSEE's indemnity obligation shall not extend to damages caused by the negligence or willful act or omission of CITY. In addition, CITY hereby agrees to hold harmless and indemnify

LESSEE and each and every Leasehold Mortgagee (as hereinafter defined) from time to time, and their respective agents, contractors, and employees from and against all claims, liability, and costs (including, but not limited to, attorneys' fees and costs) for injuries to persons and damage to or the theft, misappropriation, or loss of property arising from occurrences in or about the Leased Premises or Improvements caused by the act, omission, or negligence of CITY; provided, however, that CITY'S indemnity obligation shall not extend to damages caused by the negligence or willful act or omission of LESSEE. In the event damages or injuries are caused by the acts or omissions of both parties, the indemnity obligation of each party shall be apportioned between the parties in accordance with the portion of such damages or injury caused by the act or omission of each party. Additionally, LESSEE acknowledges that CITY is a non-home rule municipality, and in the event it should be found by a court of competent jurisdiction that CITY is without power to enter into this indemnity agreement, then LESSEE agrees that CITY'S indemnity obligation hereunder shall be void. CITY makes no representation or warranty concerning its power to enter into this indemnity agreement.

**13. Default.** LESSEE shall be in default under this Lease ("Default") under the following circumstances:

- a.** Failure by LESSEE upon not less than thirty (30) days prior written notice to pay any rent when due; or
- b.** Failure by LESSEE to fulfill any other obligation hereunder and the continuation of such failure for thirty (30) days after written notice by CITY to LESSEE, or for such reasonably extended period of time so long as LESSEE is diligently attempting to cure any such default and also failure by LESSEE'S lender to cure any defaults by LESSEE beyond any applicable cure periods within thirty (30) days of receipt of written notice from CITY, or in the case of non-monetary defaults, for such reasonably extended period of time so long as LESSEE'S lender is diligently attempting to cure any such default.
- c.** In the event that LESSEE'S failure to fulfill any obligation hereunder reasonably requires CITY to take action to fulfill such obligation prior to the expiration of the thirty (30) days notice period, LESSEE shall promptly reimburse CITY for CITY'S reasonable costs incurred in connection with such action upon receipt of CITY'S invoice for same, and failure to reimburse CITY shall constitute a default.

**14. Remedies.**

- a. General.** In the event of Default, CITY shall have the right to pursue any and all legal and equitable remedies against LESSEE available under applicable law without any additional notice to LESSEE. The prevailing party in any civil action brought to enforce the provisions of this Lease may recover reasonable court costs, including attorney's fees, from the non-prevailing party.
- b. Termination.** If there are four violations of this Lease, any Airport rules and regulations, any governmental laws and regulations, including but not limited to Federal Aviation laws and regulations, within a one-year period, CITY reserves the right to terminate this Lease for cause.

**15. Holding Over.**

- a. **CITY'S Option.** If LESSEE retains possession of the Leased Premises and the Improvements or any part thereof after the termination of the Lease by lapse of time or otherwise, at the option of CITY, which option shall be exercisable by giving written notice to LESSEE within ten (10) days after the date of such termination, the Term of this Lease shall be automatically renewed for one (1) year and this Lease shall remain in full force and effect, except that LESSEE shall pay to CITY as Ground Rent during such an automatic renewal term an amount equal to one hundred fifty percent (150%) of the annual Rent then in effect for the Leased Premises and one hundred percent (100%) of the then-fair market rent for the Improvements as shall be reasonably determined by CITY.
- b. **Tenancy at Sufferance.** In the event that CITY does not exercise such option, LESSEE shall be deemed to be a tenant at sufferance, and LESSEE shall pay to CITY 1/12<sup>th</sup> of one hundred fifty percent (150%) of the annual Ground Rent then in effect and 1/12<sup>th</sup> of one hundred percent (100%) of the then-fair market annual rent for the Improvements as shall be reasonably determined by CITY for each portion of any month during which LESSEE shall retain possession of the Leased Premises and Improvements or any portion thereof after such termination.
- c. **Damages.** In addition to, and without limiting any other rights and remedies which CITY may have on account of such holding over by LESSEE, LESSEE shall pay to CITY all direct and consequential damages suffered by CITY on account of such holding over by LESSEE. The provisions of this section shall not be deemed to limit or constitute a waiver of the right of CITY to evict LESSEE as provided herein or at law.

**16. Leasehold Mortgage.**

- a. Notwithstanding anything contained in this Lease to the contrary, LESSEE shall have the right to mortgage LESSEE's interest in this Lease, or to assign, pledge or hypothecate the same as security for any Leasehold Mortgage (as hereinafter defined).
- b. LESSEE and every successor, and assign of LESSEE is hereby given the right by CITY, in addition to any other rights herein granted, without CITY's prior written consent, to mortgage its interest in this Lease, or any part or parts thereof, under Leasehold Mortgages and/or under purchase money Leasehold Mortgages in connection with any sale of such interest, and to assign its interest under this Lease, or any part or parts hereof, and any subleases, as collateral security for such mortgage (any such mortgage being herein called "Leasehold Mortgage" and the holder thereof being herein referred to as "Leasehold Mortgagee"). If LESSEE and/or LESSEE's successors, assigns and sublessees shall mortgage this leasehold, or any part or parts thereof, and if the holder of such Leasehold Mortgage shall send to CITY a true copy thereof, together with written notice specifying the name and address of such Leasehold Mortgagee, CITY agrees that so long as any such Leasehold Mortgage shall remain unsatisfied, the following provisions shall apply:
  - i. CITY will give the Leasehold Mortgagee a copy of any notice of default or proposed amendment from CITY to LESSEE hereunder at the time of giving such notice or communication to LESSEE;
  - ii. CITY will not exercise any right, power or remedy with respect to any default hereunder, and no notice to LESSEE of any such default and no termination of

this Lease in connection therewith shall be effective, until CITY shall have so given to the Leasehold Mortgagee written notice or a copy of its notice to LESSEE of such default or any such termination, as the case may be. CITY agrees that the Leasehold Mortgagee shall have the right, but not the obligation, within ninety (90) days after receipt by the Leasehold Mortgagee of such written notice or such copy of its notice to LESSEE or within such time as is reasonably necessary to undertake to remedy or correct such default or is provided for in this Lease, whichever is longer, to correct or remedy, or cause to be corrected or remedied, each such default before Landlord may exercise any such right, power or remedy;

- iii.** Any Leasehold Mortgagee may make any payment or perform any act required hereunder to be made or performed by LESSEE with the same effect as if made or performed by LESSEE;
- iv.** Upon any rejection of this Lease by any trustee of LESSEE in any bankruptcy, reorganization, arrangement or similar proceeding which would, if it were not for this Paragraph 16, cause this Lease to terminate, without any action or consent by CITY, LESSEE or any Leasehold Mortgagee, LESSEE's leasehold interest under this Lease shall be deemed to have been automatically transferred to such Leasehold Mortgagee or the nominee of such Leasehold Mortgagee. Such Leasehold Mortgagee may terminate this Lease upon any such transfer upon giving notice thereof to CITY. Upon any such termination, such Leasehold Mortgagee shall have no further obligations hereunder (including any obligations which may have accrued prior to such termination), except in the event that said Leasehold Mortgagee shall request a new lease, in which event all prior obligations accruing to the effective date of the new lease shall be payable at the date of its effectiveness notwithstanding the earlier rejection and termination;
- v.** In the event of the termination of this Lease or of any succeeding lease made pursuant to the provisions of Paragraph 16.b.iv, CITY will enter into a new lease of the Leased Premises with the Leasehold Mortgagee for the remainder of the Term, effective as at the date of such termination, at the rent and additional rent and upon the covenants, agreements, terms, provisions and limitations herein contained.
- vi.** Upon the execution and delivery of a new lease in accordance with the provisions of the preceding Paragraph 16.b.v, all subleases which theretofore may have been assigned and transferred to CITY shall thereupon be assigned and transferred, without recourse by CITY, to the Leasehold Mortgagee as the new tenant.
- vii.** CITY agrees to give the Leasehold Mortgagee notice of any condemnation proceedings affecting the Leased Premises, and such Leasehold Mortgagee shall have the right to intervene and be made a party to any such condemnation proceedings. LESSEE's interest in any award or damages for such taking is hereby set over, transferred and assigned to the Leasehold Mortgagee to the extent that such transfer and assignment is provided for by the terms of any such Leasehold Mortgage.

- viii.** In case of loss covered by the policies of insurance described in Paragraph 11.b or any other policies of insurance insuring the buildings and improvements located on the Leased Premises, Leasehold Mortgagee (or, after entry of a decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized, at its option, either: (x) to settle and adjust any claim under such policies without the consent of CITY, or (y) allow CITY to agree with the insurance company or companies on the amount to be paid upon the loss, and provided that, in any case, Leasehold Mortgagee shall, and is hereby authorized to, collect and receive any such insurance proceeds. Leasehold Mortgagee may apply the proceeds of insurance consequent upon any such insured casualty upon the indebtedness secured by the Leasehold Mortgage. In the event Leasehold Mortgagee consents to permit LESSEE to use insurance proceeds held by Leasehold Mortgagee, such proceeds shall be disbursed from time to time upon Leasehold Mortgagee being furnished with satisfactory evidence of the estimated cost of completion of the restoration, repair, replacement and rebuilding with funds (or assurance satisfactory to Leasehold Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding and with such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and other such evidences of cost, payment and performance as Leasehold Mortgagee may reasonably require and approve, and Leasehold Mortgagee may, in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and approved by Leasehold Mortgagee prior to commencement of work, which approval shall not be unreasonably withheld or delayed. Anything to the contrary in this Paragraph 16.b.viii to the contrary notwithstanding, the obligations of LESSEE under Paragraphs 7 and 8 of this Lease shall remain in effect.
- ix.** No Leasehold Mortgagee shall become personally liable under the agreements, terms, covenants or conditions of this Lease or any new lease entered into in accordance with the provisions of Paragraph 16.b.v, unless and until it becomes, and then only for as long as it remains, the owner of the leasehold estate pursuant to this Lease. Upon any assignment of this Lease or the aforesaid new lease by any owner of the leasehold estate pursuant to this Lease whose interest shall have been acquired by, through or under any Leasehold Mortgage or from any holder thereof, the assignor shall be relieved of any further liability which may accrue under this Lease or the aforesaid new lease from and after the date of such assignment provided that the assignee shall execute and deliver to CITY a recordable instrument of assumption wherein such assignee shall assume and agree to perform and observe the covenants and conditions in this Lease or the aforesaid new lease contained on LESSEE's part to be performed and observed, it being the intention that once the Leasehold Mortgagee shall succeed to LESSEE's interest under this Lease or the aforesaid new lease, any and all subsequent assignments (whether by such Leasehold Mortgagee, any purchaser at foreclosure sale or other transferee or assignee) shall effect a release of the assignor's liability under this Lease or the aforesaid new lease.
- x.** If LESSEE shall either fail to exercise any option to extend the Term of this Lease as provided herein or shall notify CITY that LESSEE is not exercising any option to extend the Term as provided in this Lease, CITY shall give the

Leasehold Mortgagee notice by registered mail of such failure or notice electing not to exercise an option, and such option shall be thereupon extended for a period of sixty (60) days after such notice. The Leasehold Mortgagee may, during said extended period, exercise any such options, and CITY shall thereupon enter into a new lease with the appropriate Leasehold Mortgagee for said extended term in accordance with the terms and conditions of and to the extent provided in Paragraph 16.b.iv.

- xi.** There shall be no merger of this Lease nor of the leasehold estate created by this Lease with the fee estate in the Leased Premises or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (A) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in any such leasehold estate, and (B) the fee estate in the Leased Premises or any part thereof or any interest in such fee estate, and no such merger shall occur unless and until all corporations, firms and other entities, including any Leasehold Mortgagee, having any interest in (I) this Lease or the leasehold estate created by this Lease and (II) the fee estate in the Leased Premises or any part thereof or any interest in such fee estate shall join in a written instrument effecting such merger and shall duly record the same.
- xii.** Except for termination in accordance with the terms of this Lease, there shall be no cancellation, surrender, amendment or modification of this Lease or attornment of any subtenant, without prior written consent thereto by the Leasehold Mortgagee, and no such cancellation, surrender amendment or modification shall be effective without such prior written consent.
- c.** CITY agrees and acknowledges that the Leasehold Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (hereinafter called the "Code") with respect to any part of the Leased Premises which may or might now or hereafter be deemed to be personal property, fixtures or property other than real estate owned by LESSEE (all for the purposes of this Paragraph 16.c, called "Collateral").

  - i.** LESSEE (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien of the Leasehold Mortgagee.
  - ii.** The Collateral is to be used by LESSEE solely for LESSEE's own use.
  - iii.** The only persons having any interest in the Collateral are LESSEE, Leasehold Mortgagee, and any permitted tenant and users of the Leased Premises.
- d.** CITY agrees that, within fourteen (14) days from the request of LESSEE, any Leasehold Mortgagee, prospective Leasehold Mortgagee, any prospective purchaser of LESSEE's business or interest in this Lease, or prospective assignee or sublessee of LESSEE (each, the "requesting party"), CITY shall execute and deliver to the requesting party a certificate certifying: (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, a description of such modifications and that this Lease, as modified, is in full force and effect); (ii) the dates to which ground rent has been paid; (iii) that LESSEE is in possession of the Leased Premises, if that is the case; (iv) that, to CITY's knowledge, LESSEE is not in default under this lease, or, if in default, the nature

thereof in detail; (v) that the Leased Premises have been completed in accordance with the terms and provisions hereof, and no claims against LESSEE or any other party with respect thereto (or if CITY believes that such matters are not accurate, a full and complete explanation thereof; and (vi) such additional matters as maybe reasonably requested by the requesting part, it being agreed that such certificate may be relied upon by any requesting party.

- e. CITY shall, upon request, execute, acknowledge and deliver to each Leasehold Mortgagee making such request an agreement executed by each and every Fee Mortgagee (as hereinafter defined) in form reasonably satisfactory to such Leasehold Mortgagee, between CITY, LESSEE, such Leasehold Mortgagee, and such Fee Mortgagee agreeing to all of the provisions of this Paragraph 16. The term "Fee Mortgagee," whenever used in this Paragraph 16, shall include, without limitation, deeds of trust, security deeds and conditional deeds, as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code which, from time to time, encumber or otherwise affect the Leased Premises, or any part thereof. The term "Mortgagee," whenever used herein, shall also include any instruments required in connection with a sale-leaseback transaction and the term "Mortgagee," in connection with a sale-leaseback or similar type transaction shall include not only the mortgagees but any intervening parties to such a transaction

## 17. Miscellaneous

- a. **Force Majeure.** The performance of all provisions of this Lease (except for payment of rent) shall be postponed and suspended during any period that the performance thereof is prevented by acts of God, accidents, weather and conditions arising therefrom, riot, fire, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, the exercise of paramount power by the federal government, either through the taking of the Leased Premises or the imposition of regulations restricting the conduct of business on the Leased Premises, interference, restriction, limitation or prevention by legislation, regulation, decree, order or request of any federal, state or local government or any instrumentality or agency thereof, including any court of competent jurisdiction, or any other delay or contingency beyond the reasonable control of CITY or LESSEE.
- b. **Eminent Domain.** Notwithstanding any other provisions of this Lease, LESSEE acknowledges that CITY shall have the power to take the interest of LESSEE under this Lease by eminent domain or condemnation proceedings.
- c. **Not a Joint Venture.** Nothing contained in this Lease is intended, or shall be construed, as in any way creating or establishing the relationship of partners or joint venturers between CITY and LESSEE or as constituting either party as the agent or representative or the other party for any purpose or in any manner.
- d. **Disclaimer of Exclusive Airport Use.** This Lease shall in no way convey the exclusive use of any part of the Rochelle Municipal Airport/Koritz Field, except with respect to the Leased Premises and Improvements as described herein, and shall not be construed as providing any special privilege for any public portion of the Airport. CITY reserves the right to lease to other parties any portion of the Airport not described herein for any purpose deemed suitable for the Airport by CITY.

- e. **Reservation of Airspace.** CITY reserves to itself for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the Leased Premises, together with the right to cause in the airspace such noise as is inherent in the operation of all types of aircraft, and to use the airspace for all airport and related activities, subject to LESSEE'S right to construct and maintain permitted improvements.
  
- f. **Subordination.**
  - i. This Lease is subject to all applicable State and Federal laws as well as all articles and conditions of grant agreements entered into between CITY and the Federal Aviation Administration and the Department of Aeronautics of the State of Illinois and nothing contained herein shall be construed to prevent CITY from making such further commitments as it desires to make to the Federal Government or the State of Illinois so as to qualify for further expenditure of federal and/or state funds at the Airport, so long as, and provided that, such articles, conditions, agreement or commitments: (i) do not materially or adversely interfere with or disrupt, LESSEE's use or occupancy of the Leased Premises under Paragraph 5 or the operation of LESSEE's business; (ii) do not materially abrogate, reduce or limit LESSEE's rights under this Lease; (iii) do not materially increase LESSEE's costs to use or occupy the Leased Premises or to operate LESSEE's business; and (iv) do not abrogate, reduce or limit the rights or remedies of any Leasehold Mortgagee under Paragraph 16.
  
  - ii. This Lease is subject to and subordinate to all ordinances of the City of Rochelle and the reasonable rules and regulations of the Airport as the same may be in effect and amended from time to time, so long as, and provided that, any ordinances, rules and regulations adopted subsequent to the date of this Lease : (i) do not materially or adversely interfere with, or disrupt, LESSEE's use or occupancy of the Leased Premises under Paragraph 5 or the operation of LESSEE's business; (ii) do not materially abrogate, reduce or limit LESSEE's rights under this Lease; (iii) do not materially increase LESSEE's costs to use or occupy the Leased Premises or to operate LESSEE's business; and (iv) do not abrogate, reduce or limit the rights or remedies of any Leasehold Mortgagee under Paragraph 16.
  
- g. **Right of Access.** CITY hereby reserves the right to enter upon the Leased Premises at reasonable times for the purpose of making inspection to determine if the conditions and requirements of this Lease are being fully complied with. Should any buildings on the Leased Premises become deficient in maintenance or in need of repair, LESSEE hereby agrees to repair same within five (5) days after receipt of notice from CITY. Failure to comply shall constitute a breach of this Lease.
  
- h. **Signs.** LESSEE shall be allowed to install signs and advertisements promoting the business conducted by LESSEE subject to the written consent of CITY, which consent shall not be unreasonably withheld, and subject to compliance with all applicable sign, zoning, building and other codes.
  
- i. **Delays in Enforcement.** No delay on the part of any party in enforcing any of the provisions of this Lease shall be construed as a waiver thereof. No waiver on the part of any party of a breach of any provision of this Lease shall be construed as a waiver of any subsequent breach.

- j. Notices.** All notices required hereunder shall be in writing and shall be deemed to have been delivered if deposited in the United States mail, return receipt requested, with postage prepaid and addressed:

If to CITY at:

City Manager  
City of Rochelle  
420 S. 6<sup>th</sup> Street  
Rochelle, Illinois 61068

With a copy to:

City Attorney  
City of Rochelle  
420 S. 6<sup>th</sup> Street  
Rochelle, Illinois 61068

If to LESSEE at:

Sky Team, Inc.  
669 Sheffield Circle  
Sugar Grove, Illinois 60554

With a copy to:

Eric J. Tanquilut, Esq.  
Tanquilut & Associates, Ltd.  
161 N. Clark, Suite 4700  
Chicago, Illinois 60601

---

And if to Leasehold Mortgagee:

SomerCor 504 Inc.  
Attention: David Frank  
President, General Counsel  
601 South LaSalle, Suite 510  
Chicago, Illinois 60605

With a copy to:

Rotter & Associates, Ltd.  
Attention: Gregg G. Rotter  
2 North LaSalle Street, Suite 1200  
Chicago, Illinois 60602

LESSEE shall notify CITY in writing of any changes to the addresses shown above.

- k. Successors and Assigns.** The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto.
- l. Severability.** It is the intention of the parties hereto that the provisions of this Lease shall be severable with respect to declaration of invalidity of any provision contained herein.
- m. Governing Law and Venue.** The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The exclusive venue for any litigation between the parties arising out of this Lease shall be in the Circuit Court of the Fifteenth Judicial Circuit, Ogle County, Illinois.
- n. Amendments.** No amendments, modifications or supplements to this Lease shall be effective unless in writing and executed and delivered by both parties to this Lease.
- o. Time of Essence.** Time is of the essence in the performance of each and every covenant and condition of this Lease.
- p. Survival.** Without limitation on any other obligations of LESSEE or CITY, which shall survive the expiration or termination of this Lease, the parties' respective obligations to indemnify, defend and hold harmless the other party and others pursuant to any provisions of this Lease shall survive the expiration or termination of this Lease.

- q. **Non-Discrimination.** LESSEE agrees that it will not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the regulations of the Office of the Secretary of Transportation and Title VI of the Civil Rights Act 1964, Illinois Law and Chapter 58 of the Rochelle Municipal Code. CITY reserves the right to take such action as the United States Government may direct to enforce this covenant.
  
- r. **Affirmative Action.** LESSEE agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered in this subpart.
  
- s. **Memorandum of Lease.** CITY and LESSEE shall execute and acknowledge and deliver a memorandum of this Lease for recordation, in the form as set forth in **Exhibit E**. CITY and LESSEE agree that such memorandum shall be modified to reflect any amendments to this Lease from time to time, provided that any Leasehold Mortgagee then holding a Leasehold Mortgage consents to such amendment.

**IN WITNESS WHEREOF**, the parties have caused this Amended and Restated Lease to be executed as of the date first written above.

**LESSOR:**

**LESSEE:**

CITY OF ROCHELLE, an Illinois municipal corporation

SKY TEAM, INC., an Illinois corporation

By: \_\_\_\_\_  
 \_\_\_\_\_  
 Its: City Manager

By: \_\_\_\_\_  
 Douglas Smith  
 Its: President

Attest:

Attest:

\_\_\_\_\_  
 Bruce McKinney, City Clerk

\_\_\_\_\_  
 Douglas Smith, Secretary

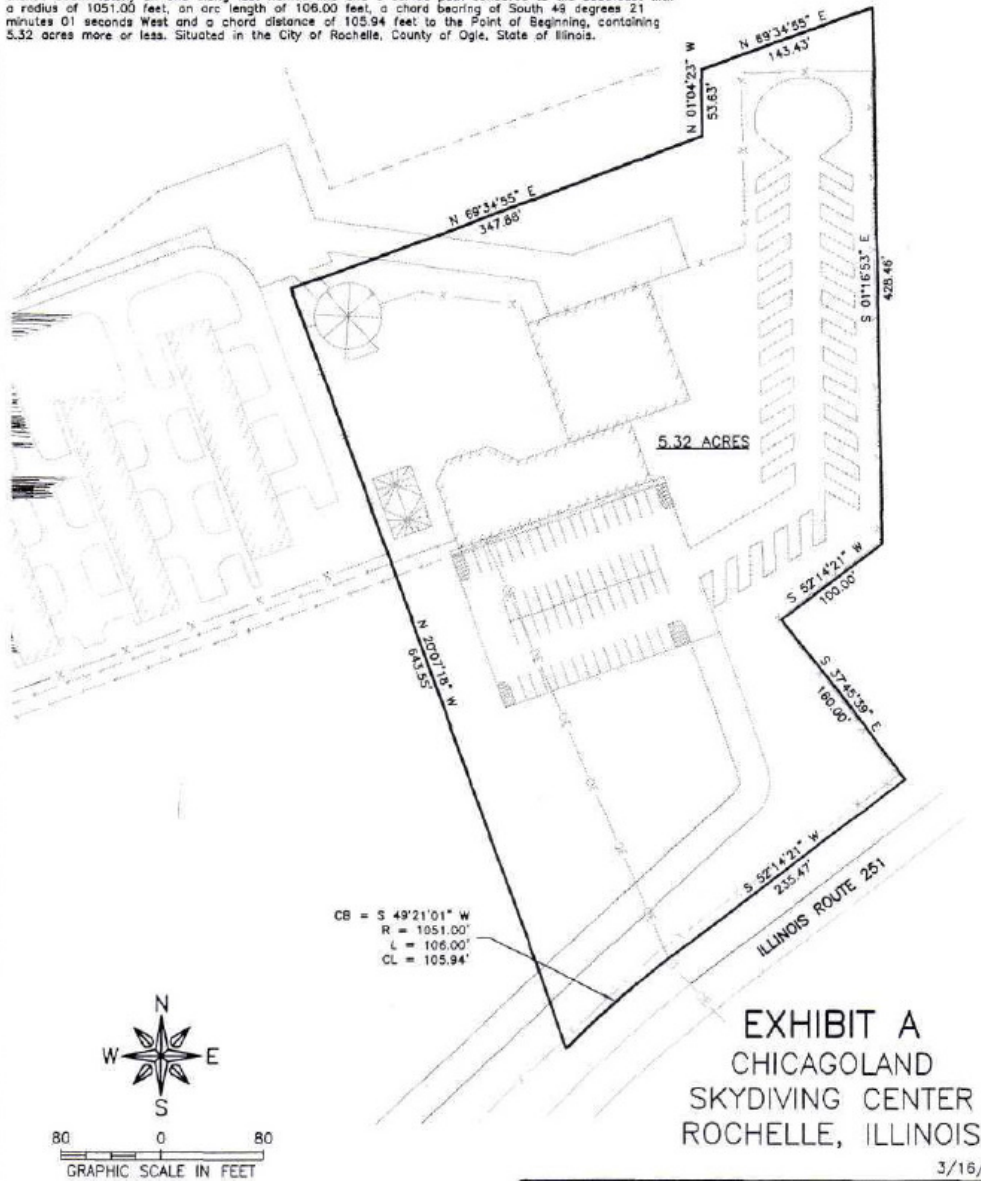
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**(LEGAL DESCRIPTION)**  
**(ATTACHED)**

DESCRIPTION:

Part of the Southwest Quarter of Section 36, Township 40 North, Range 1 East of the Third Principal Meridian, described as follows: Commencing at the Southwest corner of said Section 36; thence North 88 degrees 35 minutes 14 seconds East (assumed bearing) on and along the South line of said Section 36, a distance of 9.24 feet to the Northwest corner of Section 1, Township 39 North, Range 1 East of the Third Principal Meridian; thence North 88 degrees 38 minutes 21 seconds East on and along last named line a distance of 148.020 feet to the centerline of S.B.I. Route 70 (Illinois Route 251); thence Northeasterly on and along last named centerline and a curved path concave to the Southeast with a radius of 1011.00 feet, an arc length of 248.27 feet, a chord bearing of North 38 degrees 26 minutes 27 seconds East and a chord distance of 247.64 feet; thence North 20 degrees 07 minutes 18 seconds West a distance of 43.75 feet to a point on the Westerly Right-of-way line of said S.B.I. Route 70 (Illinois Route 251) and the Point of Beginning of the tract hereon described; thence North 20 degrees 07 minutes 18 seconds West a distance of 643.55 feet; thence North 89 degrees 34 minutes 55 seconds East a distance of 347.86 feet; thence North 01 degree 04 minutes 23 seconds West a distance of 53.63 feet; thence North 89 degrees 34 minutes 55 seconds East a distance of 143.43 feet; thence South 01 degree 16 minutes 53 seconds East a distance of 428.46 feet to the Northeasterly corner of premises conveyed to Henry and Alice Marks, recorded in Book 239 of Deeds on page 301 in the Recorder's Office of Ogle County; thence South 52 degrees 14 minutes 21 seconds West parallel with said centerline of S.B.I. Route 70 (Illinois Route 251), a distance of 100.00 feet to the Northwesterly corner of said premises; thence South 37 degrees 45 minutes 39 seconds East perpendicular to said centerline of S.B.I. Route 70 (Illinois Route 251), a distance of 160.00 feet to said Westerly Right-of-way line of S.B.I. Route 70 (Illinois Route 251); thence South 52 degrees 14 minutes 21 seconds West on and along last named line a distance of 235.47 feet; thence Southwesterly on and along last named line and a curved path concave to the Southeast with a radius of 1051.00 feet, an arc length of 106.00 feet, a chord bearing of South 49 degrees 21 minutes 01 seconds West and a chord distance of 105.94 feet to the Point of Beginning, containing 5.32 acres more or less. Situated in the City of Rochelle, County of Ogle, State of Illinois.



CB = S 49°21'01\" W  
 R = 1051.00'  
 L = 106.00'  
 CL = 105.94'

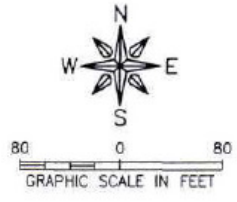


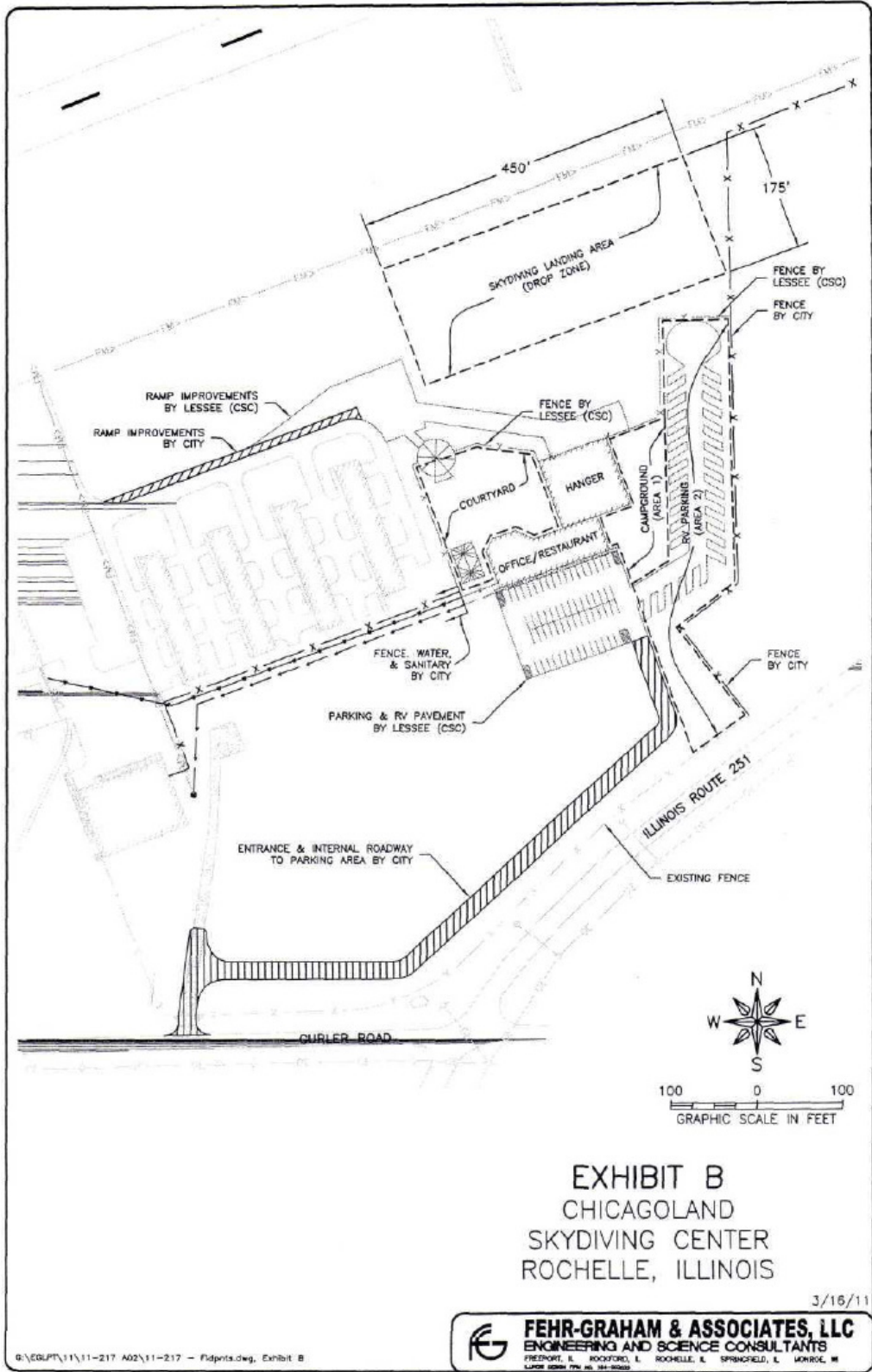
EXHIBIT A  
 CHICAGOLAND  
 SKYDIVING CENTER  
 ROCHELLE, ILLINOIS

3/16/11

G:\EGLPT\11\11-217 A02\11-217 - Fldpts.dwg, Exhibit A

**FEHR-GRAHAM & ASSOCIATES, LLC**  
 ENGINEERING AND SCIENCE CONSULTANTS  
 FREEPORT, IL ROCHESTER, IL ROCHELLE, IL SPRINGFIELD, IL WARREN, IL  
 LICENSE NUMBER PEU NO. 184-02388  
 © 2011 FEHR-GRAHAM & ASSOCIATES

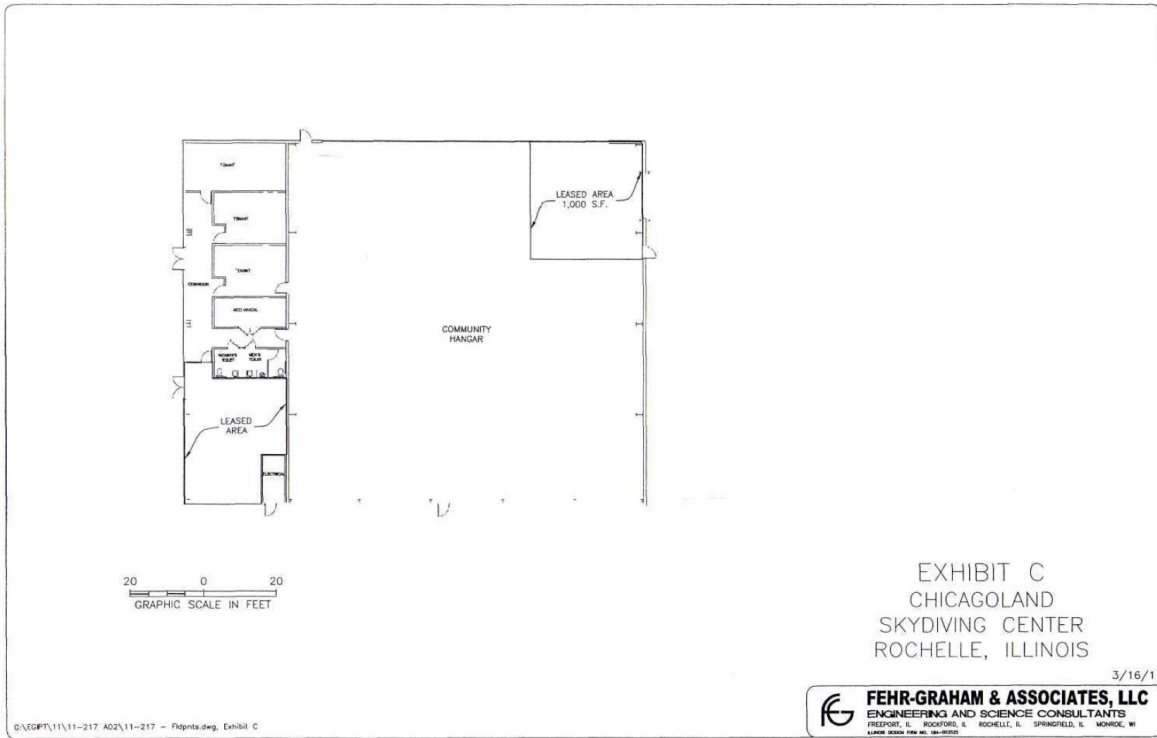
**EXHIBIT B**  
**(PERMANENT FACILITIES PLAN)**  
**(ATTACHED)**



**EXHIBIT C**

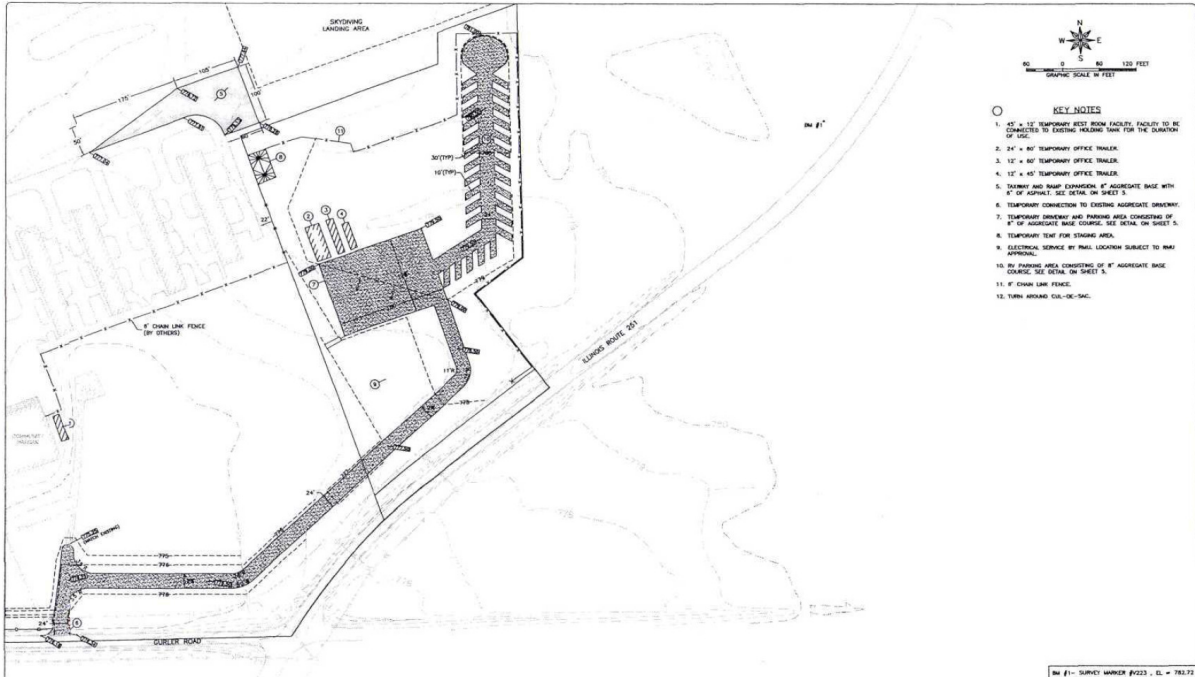
**(COMMUNITY HANGAR TEMPORARY LEASED AREAS)**

**(ATTACHED)**



# EXHIBIT D

## (TEMPORARY FACILITIES PLAN)



- KEY NOTES**
1. 45' x 12' TEMPORARY REST ROOM FACILITY TO BE CONNECTED TO EXISTING PARKING TRAIL FOR THE DURATION OF USE.
  2. 24' x 60' TEMPORARY OFFICE TRAILER.
  3. 12' x 60' TEMPORARY OFFICE TRAILER.
  4. 12' x 45' TEMPORARY OFFICE TRAILER.
  5. DRAINAGE AND ROAD EXPANSION OF AGGREGATE BASE WITH 4" OF ASPHALT, SEE DETAIL ON SHEET 3.
  6. TEMPORARY CONNECTION TO EXISTING AGGREGATE DRAINAGE.
  7. TEMPORARY DRIVEWAY AND PARKING AREA CONSISTING OF 4" OF AGGREGATE BASE COURSE, SEE DETAIL ON SHEET 3.
  8. TEMPORARY TENT FOR STAGING AREA.
  9. ELECTRICAL SERVICE BY PANEL LOCKDOWN SUBJECT TO MAIN APPROVAL.
  10. BY PARKING AREA CONSISTING OF 4" AGGREGATE BASE COURSE, SEE DETAIL ON SHEET 3.
  11. 8' CHAIN LINK FENCE.
  12. TURN AROUND CUL-DE-SAC.

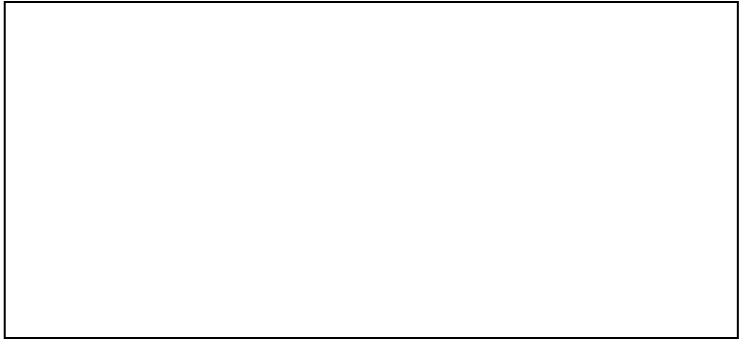
IN 1" SURVEY MONITOR #223 - EL. = 783.72

<b>FEHR-GRAHAM &amp; ASSOCIATES, LLC</b> ENGINEERING AND SCIENCE CONSULTANTS FREDONT, IL ROCKFORD, IL ROCHELLE, IL SPRINGFIELD, IL MONROE, WI 815-398-7700 FAX 815-398-7703 ©2011 FEHR-GRAHAM & ASSOCIATES	PROJECT LOCATION: CHICAGO/LAND SKYDIVING CENTER 580 SHEFFIELD CIRCLE SUGAR GROVE, IL 60054	PROJECT USE/LOCATION: ROCHELLE SKYDIVING FACILITY ROCHELLE, IL	DRAWN BY: B.C. CHECKED BY: M.C. DATE: 03/15/11 NAD: AS NOTED	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">REVISIONS</th> </tr> <tr> <th style="text-align: center;">NO.</th> <th style="text-align: center;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"> </td> <td> </td> </tr> <tr> <td style="text-align: center;"> </td> <td> </td> </tr> <tr> <td style="text-align: center;"> </td> <td> </td> </tr> </tbody> </table>	REVISIONS		NO.	DESCRIPTION							PROJECT: EXHIBIT D	JOB NUMBER: 11-217	SHEET NUMBER: 1 of 1
	REVISIONS																
NO.	DESCRIPTION																
PROJECT LOCATION: CHICAGO/LAND SKYDIVING CENTER, 580 SHEFFIELD CIRCLE, SUGAR GROVE, IL 60054																	

**EXHIBIT E**  
**MEMORANDUM OF LEASE**  
**(ATTACHED)**

This Document is Prepared by,  
and, Upon Recordation, return to:

Abraham Trieger, Esq.  
Levenfeld Pearlstein, LLC  
2 North LaSalle Street  
Suite 1300  
Chicago, Illinois 60602



This Space for Recorder's Use Only

**MEMORANDUM OF LEASE**

This Memorandum of Lease is made as of \_\_\_\_\_, 2011, by and between the City of Rochelle, Illinois, an Illinois municipal corporation, whose address is \_\_\_\_\_ ("the City"), and Sky Team, Inc., an Illinois corporation whose address is \_\_\_\_\_ ("Lessee").

1. The City and Lessee are parties to that certain Amended and Restated Lease Agreement dated \_\_\_\_\_, 2011 (the "Lease"), to which reference is hereby made for the full terms and conditions thereof, under which the City has demised and leased to Lessee that certain real estate and legally described on Exhibit A attached hereto and made a part hereof (the "Leased Premises"). Such lease and any and all amendments or modifications thereto are collectively referred to herein as the "Lease".

2. Among other things, the Lease provides that its term is twenty (20) years, commencing on the date of the Lease. Lessee has two (2) options to extend the Lease for ten (10) additional years each.

3. This Memorandum may be executed in any number of counterparts by the parties hereto as separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, when taken together, shall constitute but one and the same Memorandum.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of this \_\_\_\_ day of \_\_\_\_\_, 2011, by the parties hereto.

**LESSOR:**

**LESSEE:**

CITY OF ROCHELLE, an Illinois municipal corporation

SKY TEAM, INC., an Illinois corporation

By: \_\_\_\_\_  
Meggon McKinley, City Manager

By: \_\_\_\_\_  
Douglas Smith, President

Attest:

Attest:

\_\_\_\_\_  
Bruce McKinney, City Clerk

\_\_\_\_\_  
Douglas Smith, Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public for the State of Illinois, personally appeared Douglas Smith, who acknowledged himself to be the President and Secretary of SKY TEAM, INC., an Illinois corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public for the State of Illinois, personally appeared, Meggon McKinley and Bruce McKinney, who acknowledged themselves to be City Manager, and City Clerk, respectively, of CITY OF ROCHELLE, an Illinois municipal corporation, and that they, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A - LEGAL DESCRIPTION

Part of the Southwest Quarter of Section 36, Township 40 North, Range 1 East of the Third Principal Meridian, described as follows: Commencing at the Southwest corner of said Section 36; thence North 88 degrees 35 minutes 14 seconds East (assumed bearing) on and along the South line of said Section 36, a distance of 9.24 feet to the Northwest corner of Section 1, Township 39 North, Range 1 East of the Third Principal Meridian; thence North 88 degrees 38 minutes 21 seconds East on and along last named line a distance of 148.020 feet to the centerline of S.B.I. Route 70 (Illinois Route 251); thence Northeasterly on and along last named centerline and a curved path concaved to the Southeast with a radius of 1011.00 feet, an arc length of 248.27 feet, a chord bearing of North 38 degrees 26 minutes 27 seconds East and a chord distance of 247.64 feet; thence North 20 degrees 07 minutes 18 seconds West a distance of 43.75 feet to a point on the Westerly Right-of-way line of said S.B. I. Route 70 (Illinois Route 251) and the Point of Beginning of the tract hereon described; thence North 20 degrees 07 minutes 18 seconds West a distance of 643.55 feet; thence North 69 degrees 34 minutes 55 seconds East a distance of 347.86 feet; thence North 01 degrees 04 minutes 23 seconds West a distance of 53.63 feet; thence North 69 degrees 34 minutes 55 seconds East a distance of 143.43 feet; thence South 01 degrees 16 minutes 53 seconds East a distance of 428.46 feet to the Northeasterly corner of premises conveyed to Henry and Alice Marks, recorded in Book 239 of Deeds on page 301 in the Recorder's Office of Ogle County; thence South 52 degrees 14 minutes 21 seconds West parallel with said centerline of S.B.I. Route 70 (Illinois Route 251), a distance of 100.00 feet to the Northwesterly corner of said premises; thence South 37 degrees 45 minutes 39 seconds East perpendicular to said centerline of S.B.I. Route 70 (Illinois Route 251), a distance of 180.00 feet to said Westerly Right-of-way line of S.B.I. Route 70 (Illinois Route 251); thence South 52 degrees 14 minutes 21 seconds West on and along last named line a distance of 235.47 feet; thence Southwesterly on and along last named line and a curved path concaved to the Southeast with a radius of 1051.00 feet, an arc length of 106.00 feet, a chord bearing of South 49 degrees 21 minutes 01 seconds West and a chord distance of 105.94 feet to the Point of Beginning, containing 5.32 acres more or less. Situated in the City of Rochelle, County of Ogle, State of Illinois.