



September 18, 2017

Mr. Richard A. Pur  
Program Manager  
Chicago Airports District Office  
Federal Aviation Administration  
2033 East Devon Avenue  
Des Plaines, Illinois 60018

Re: Request for Review of New Lease and Consent for Continuing Interim Use of  
Aeronautical Property at the Central Illinois Regional Airport

Dear Mr. Pur:

The Bloomington-Normal Airport Authority (“BNAA”) is requesting FAA’s review of the enclosed new Amended and Restated Lease (“New Lease”) with Prairie Cities Soccer League, Inc. (“PCSL”), and consent for PCSL’s continuing interim use of Airport property designated for aeronautical use. The land in question – approximately 60 acres on the southeast corner of the Airport, near the threshold for Runway 2 – was acquired by the BNAA with federal assistance and remains reserved for aeronautical development. In the interim, the PCSL has used the land as soccer/lacrosse fields.

While there is no current aeronautical demand for that land, the BNAA remains concerned that the PCSL’s interim use cannot be extended indefinitely. As you may remember, in 2012 the BNAA negotiated an amendment to the then-current PCSL lease that eliminated a 10-year option and replaced it with a 5-year extension that expires December 31, 2017. This was done in an effort to bring the interim use to an end while giving the PCSL time to search for new property in the area where it may relocate its sports complex. The PCSL has not yet found suitable land and has asked the BNAA for another extension of time. The BNAA Board of Commissioners wishes to maintain a positive relation with the local community and, to the extent possible, assist in the relocation of the sports complex by providing the PCSL more time to do so while bringing the interim use to an end.

To that effect, the BNAA is proposing the enclosed New Lease, which would be the last and final lease that BNAA is willing to enter into with the PCSL for a sports complex at the Airport. New Lease §2(c). The agreement has a three-year term that may be extended by up to two one-year periods if the PCSL shows evidence of progress toward obtaining new space outside the Airport. *Id.* § 2(a). Conversely, the agreement may be terminated sooner by either party, *id.*

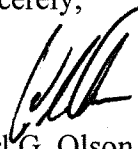
§2(b); a provision that the BNAA could trigger should the property be needed for aeronautical purposes before the end of the term of the agreement.

Rent for the New Lease is based on fair market value, as determined by an appraisal of the property commissioned by the BNAA. The Appraisal Report (enclosed) concludes that, given the private and public restrictions on the use of the land, its highest and best use would be for agricultural purposes. Appraisal Report at 6. Consistent with that conclusion, the New Lease sets the annual per-acre rental rate equal to BNAA's annual per-acre rental rate for farm land with no offsets. New Lease §3. The BNAA establishes a per-acre farm rental rate every three years based on a bidding system that typically yields a premium reflecting the benefits of the land's proximity to the Bloomington-Normal metropolitan area and BNAA's land management methods. Thus, we believe that BNAA's farm rental rate more accurately reflects the fair market value of the property than the sale price of nearby comparable agricultural land.

The New Lease maintains and enhances several provisions of the current lease to safeguard the use of the property: the land is not open to the general public and is restricted for hosting invitation-only games and tournaments and for no other purposes (*id.* § 4); the PCSL must restrict access to the property for permitted uses only (*id.* § 5(c) and (e)); no new construction is permitted (*id.* § 8); and no activities or structures incompatible with the safe operation of the Airport or that would constitute a hazard to aviation are allowed (*id.* § 9). In addition, the agreement includes all BNAA standard terms addressing: indemnification; insurance; property maintenance and management obligations; security protocols; as well as compliance with grant assurances and civil rights obligations. Finally, in an abundance of caution, the New Lease includes express language providing that should FAA request any modifications to the agreement, PCSL "consents to any such modifications and changes as may be so requested." *Id.* § 14.

The BNAA believes that, under the circumstances, the approach outlined in the New Lease provides the best resolution to the current conundrum. However, we welcome your guidance. Meanwhile, do not hesitate to ask for any additional information that you may need before concluding your analysis.

Sincerely,



Carl G. Olson  
Executive Director

Enclosures (2)