

**DuPAGE AIRPORT AUTHORITY  
BOARD OF COMMISSIONERS**

**SPECIAL BOARD MEETING  
Wednesday, September 4, 2019; 8:00 a.m.**

**Daniel L. Goodwin Flight Center Building  
Third Floor Conference Room  
2700 International Drive  
West Chicago, Illinois 60185**

**AMENDED AGENDA**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT**
- 4. NEW BUSINESS**
  - a. Proposed Resolution 2019-2780; Approving the Execution of Temporary Construction Easement Agreement with Scannell Properties, LLC.**

*Approves the granting of a Temporary Easement to allow the construction of storm sewers, performance of grading operations and the preparation of a building pad on a parcel owned by the DuPage Airport Authority.*

**PAGE #2**
  - b. Proposed Resolution 2019-2781; Approving the Execution of a Reciprocal Drainage Easement Agreement with Scannell Properties, LLC.**

*Approves the execution of a Reciprocal Drainage Easement allowing the conveyance of storm water between the properties owned by Scannell Properties, LLC and the DuPage Airport Authority.*

**PAGE #44**
  - c. Proposed Resolution 2019-2782; Approving the Execution of a Mass Grading Site Access Agreement between the DuPage Airport Authority and Seefried Industrial Properties, Inc.**

*Approves an agreement to allow Seefried Industrial Properties, Inc. to perform preliminary mass grading on a 39.2 acre parcel which it has a purchase agreement with the DuPage Airport Authority in the DuPage Business Center.*

**(Supporting materials will be provided under separate cover if this item is ready for Board Action)**
  - d. Discussion of Union Pacific Railroad Spur Request.**
- 5. RECESS TO EXECUTIVE SESSION FOR THE DISCUSSION OF PENDING, PROBABLE OR IMMINENT LITIGATION; EMPLOYEE MATTERS; THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE DUPAGE AIRPORT AUTHORITY; AND THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE DUPAGE AIRPORT AUTHORITY.**
- 6. RECONVENE REGULAR SESSION**
- 7. OTHER BUSINESS**
- 8. ADJOURNMENT**

**RESOLUTION 2019-2780**

**APPROVING THE EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT  
AGREEMENT WITH SCANNELL PROPERTIES, LLC**

**WHEREAS**, on August 31, 2018, the DuPage Airport Authority (the "Authority") and Scannell Properties, LLC ("Scannell") entered into a Vacant Land Purchase Agreement (the "Agreement") for approximately 39 acres of real property located in the DuPage Business Center (the "Subject Property") with the possibility of a two-phased takedown of the Subject Property; and

**WHEREAS**, on June 7, 2019, Scannell purchased 21.14 acres of the Subject Property (the "Purchased Property") and maintained an option on the remaining 18.3 acres of the Subject Property (the "Option Property"); and

**WHEREAS**, in order to best develop the Subject Property, the parties agree that it is in the best interests of both Scannell and the Authority to allow Scannell access to the Option Property to construct storm sewers, perform grading operations and prepare the Option Property for a future building pad pursuant to the terms of Temporary Construction Easement attached hereto as Exhibit 1.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the execution by the Executive Director, Mark Doles, of the Temporary Construction Easement Agreement attached hereto and authorizes him to take whatever steps necessary to effectuate the terms thereof.

This Resolution shall be in full force and effect immediately upon its adoption and approval.

Juan E. Chavez \_\_\_\_\_  
Stephen L. Davis \_\_\_\_\_  
Charles E. Donnelly \_\_\_\_\_  
Herbert A. Getz \_\_\_\_\_  
Gina R. LaMantia \_\_\_\_\_

Michael V. Ledonne \_\_\_\_\_  
Gregory J. Posch \_\_\_\_\_  
Donald C. Sharp \_\_\_\_\_  
Daniel J. Wagner \_\_\_\_\_

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 4th day of September, 2019.

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2019-2780**

THIS INSTRUMENT WAS  
PREPARED BY:

Phillip A. Luetkehans  
Schirott, Luetkehans & Garner, LLC  
105 E. Irving Park Road  
Itasca, IL 60143

AND AFTER RECORDING  
RETURN TO:

Scannell Properties  
8801 River Crossing Blvd., Suite 300  
Indianapolis, IN 46240  
Attn: Drew C. Strobel, Counsel

### **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made effective as of this \_\_\_\_ day of August, 2019 (the "Effective Date"), by and between the **DUPAGE AIRPORT AUTHORITY**, an Illinois special district ("Grantor"), and **SCANNELL PROPERTIES #371, LLC**, an Indiana limited liability company ("Grantee"), under the following circumstances:

#### **RECITALS**

WHEREAS, Grantor is an Illinois Special District exercising the powers conferred upon it by statute;

WHEREAS, Grantor and Grantee are parties to that certain Vacant Land Purchase Agreement dated August 31, 2018, as amended by that certain First Amendment to Vacant Land Purchase Agreement dated February 25, 2019, and as further amended by that certain Second Amendment to Vacant Land Purchase Agreement dated June 6, 2019 (collectively, the "Purchase Agreement"), concerning approximately 39.00 acres of certain real property located on Innovation Drive in the DuPage Business Center, in West Chicago, County of DuPage, State of Illinois, as further described therein (the "Property");

WHEREAS, pursuant to the Purchase Agreement, the Property was identified as two separate parcels: (a) a 21.14-acre portion of the Property identified in the Purchase Agreement as "Parcel 1" (the "Grantee Parcel"); and (b) an 18.301-acre portion of the Property identified in the Purchase Agreement as "Parcel 2" (the "Option Parcel"), which is more particularly described on Exhibit A and depicted as *Grading Easement Phase 2* on Exhibit B, each attached hereto and incorporated herein by this reference);

WHEREAS, Grantee acquired fee simple title to the Grantee Parcel via that certain Special Warranty Deed dated June 7, 2019 and recorded June 12, 2019 as Document # R2019-046553 in the Office of the Recorder of DuPage County, Illinois;

WHEREAS, pursuant to the Purchase Agreement, Grantee retained an option to purchase the Option Parcel (the "Option"), as evidenced by that certain Memorandum of Purchase Option dated June 10, 2019 and recorded June 12, 2019 as Document # R2019-046556 in the Office of the Recorder of DuPage County, Illinois;

WHEREAS, Grantee intends to construct a building and other improvements on the Grantee Parcel, and as part of such construction Grantee desires to obtain the Easement (as defined below) from Grantor for the purposes described below; and

WHEREAS, Grantor now finds it necessary and convenient to grant the Easement to Grantee, and Grantee finds it convenient to accept such grant of the Easement from Grantor on the terms and conditions expressly set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), the mutual agreements and covenants contained herein, and for other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference and made a part hereof as if fully set forth herein.
2. **Temporary Easement.** Grantor hereby grants to Grantee a non-exclusive and temporary easement on, over, under, through, and across the Option Parcel (the "**Easement**") for the purposes of constructing storm sewers, performing grading operations, and otherwise altering and preparing the Option Parcel for a future building pad (collectively, the "**Improvements**"), all in accordance with the plans and specifications entitled DuPage Business Center – Scannell Civil Engineering Plans dated July 15, 2019, a copy of which is attached hereto and incorporated herein as **Exhibit C**, and was provided to, and approved by Grantor prior to the Effective Date (the "**Plans and Specifications**").
3. **Term.** The Easement is a temporary easement, and unless it is extended in writing by Grantor, the Easement shall expire, without any action by either party, on the earlier to occur of: (a) August 31, 2020; or (b) the date Grantee acquires title to the Option Parcel pursuant to the Option (the "**Term**").
4. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or any portion of the Option Parcel in favor of Grantee or its agents. Grantee shall indemnify, defend, and hold harmless Grantor and the Option Parcel from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee, and, in the event that any such lien shall arise or accrue against Grantor or the Option Parcel, Grantee shall promptly cause such lien to be released of record by payment thereof or posting a bond in a form and amount which is reasonably satisfactory to Grantor.
5. **Completion of Improvements.** As security for Grantee's completion of the Improvements, Grantee shall deposit the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) with Chicago Title and Trust Company (the "**Escrow Agent**"), to be held in escrow until completion of the Improvements in accordance with the Plans and Specifications prior to the end of the Term (the "**Escrow Deposit**"). Grantor and Grantee shall enter into a separate, written escrow agreement acceptable to Escrow Agent which shall control the disbursement of the Escrow Deposit.
6. **Reservation.** Grantor reserves the right to use, and to allow others the right to use, the Option Parcel; provided, however, Grantor shall not obstruct or interfere with Grantee's access on and to the Option Parcel and/or the construction of the Improvements.
7. **Insurance.** Prior to entry upon the Option Parcel, and at all times during the Term, Grantee shall maintain insurance in types and amounts set forth on **Exhibit D** attached hereto and incorporated herein. Such insurance shall be primary and non-contributory and shall name Grantor as an additional insured, in accordance with **Exhibit D**, with waivers of subrogation.

8. **Permits and Applicable Laws.** Grantee shall be responsible for obtaining all necessary permits and complying with all applicable laws as required for the Improvements.

9. **Indemnity.** To the fullest extent permitted by law, Grantee shall indemnify, defend and hold Grantor harmless from any and all claims, liens, penalties, demands, actions, proceedings, liabilities or losses of any nature whatsoever (including reasonable attorneys' fees and expenses and court costs) (collectively, "**Damages**") arising out of or relating to: (a) the acts or omissions of Grantee, or its employees, agents, representatives, contractors or assigns (collectively, the "**Grantee Parties**") in exercising any of Grantee's rights under this Agreement, or (b) the use of the Option Parcel in any manner whatsoever by any of the Grantee Parties, including but not limited to, its failure to obtain any necessary permits or to comply with applicable law. Notwithstanding the foregoing, Grantee shall not be obligated to defend, indemnify or hold Grantor harmless from any Damages which arise out of or are caused by: (i) the acts or omissions of the Grantor, its contractors, agents or representatives; or (ii) environmental issues that are merely discovered by, but not caused or exacerbated by, Grantee during its construction of the Improvements and/or use of the Option Parcel.

10. **Exceptions.** The Easement granted herein shall be subject to all existing covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, conditions shown on any accurate survey of the Option Parcel (which survey shall be obtained by, and at the sole cost, of Grantee), and rights of any parties which would be revealed by a physical inspection of the Option Parcel.

11. **Modification.** This Agreement may be modified only by an instrument in writing executed and recorded by Grantor and Grantee.

12. **Notices.** All notices to be given hereunder shall be personally delivered; sent via certified mail, return receipt requested with postage prepaid; or mailed via a reputable overnight courier to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

**IF TO GRANTOR:**

Executive Director  
DuPage Airport Authority  
2700 International Drive, Suite 200  
West Chicago, IL 60185

with a copy to:

Phillip A. Luetkehans, Esq.  
Law Offices of  
Schriott, Luetkehans & Garner, LLC  
105 East Irving Park Road  
Itasca, IL 60143

**IF TO GRANTEE:**

Scannell Properties #371, LLC  
8801 River Crossing Blvd., Ste. 300  
Indianapolis, IN 46240  
Attn: Drew C. Strobel, Counsel

All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of delivery.

13. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without reference to the choice of law provisions thereof. The parties agree that the only proper venue for any litigation regarding this Agreement shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and the parties hereby consent to the personal jurisdiction of said court.

14. **Section Headings.** The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an Exhibit in this Agreement shall be deemed to incorporate by reference that Exhibit into this Agreement such that it is an integral part of this Agreement.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

16. **Enforcement.** In any action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of litigation.

*[SIGNATURE PAGES FOLLOW]*



GRANTEE'S SIGNATURE PAGE  
TO  
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

IN WITNESS WHEREOF, Grantee has executed this Agreement to be effective as of the Effective Date.

**GRANTEE:**

**SCANNELL PROPERTIES #371, LLC,**  
an Indiana limited liability company

By: Marc D. Pfleging, Manager

[illegible]

The undersigned, a notary public in and for the above county and state, certifies that Marc D. Pflieger, who is personally known to me to be the same person who executed the foregoing document, and to be the Manager of Scannell Properties #371, LLC, an Indiana limited liability company, appeared before me in person and acknowledged signing and delivering the document as his free and voluntary act, for the uses and purposes therein set forth therein, on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, on this \_\_\_\_ day of \_\_\_\_\_, 2019.

Notary Public

My County of Residence: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

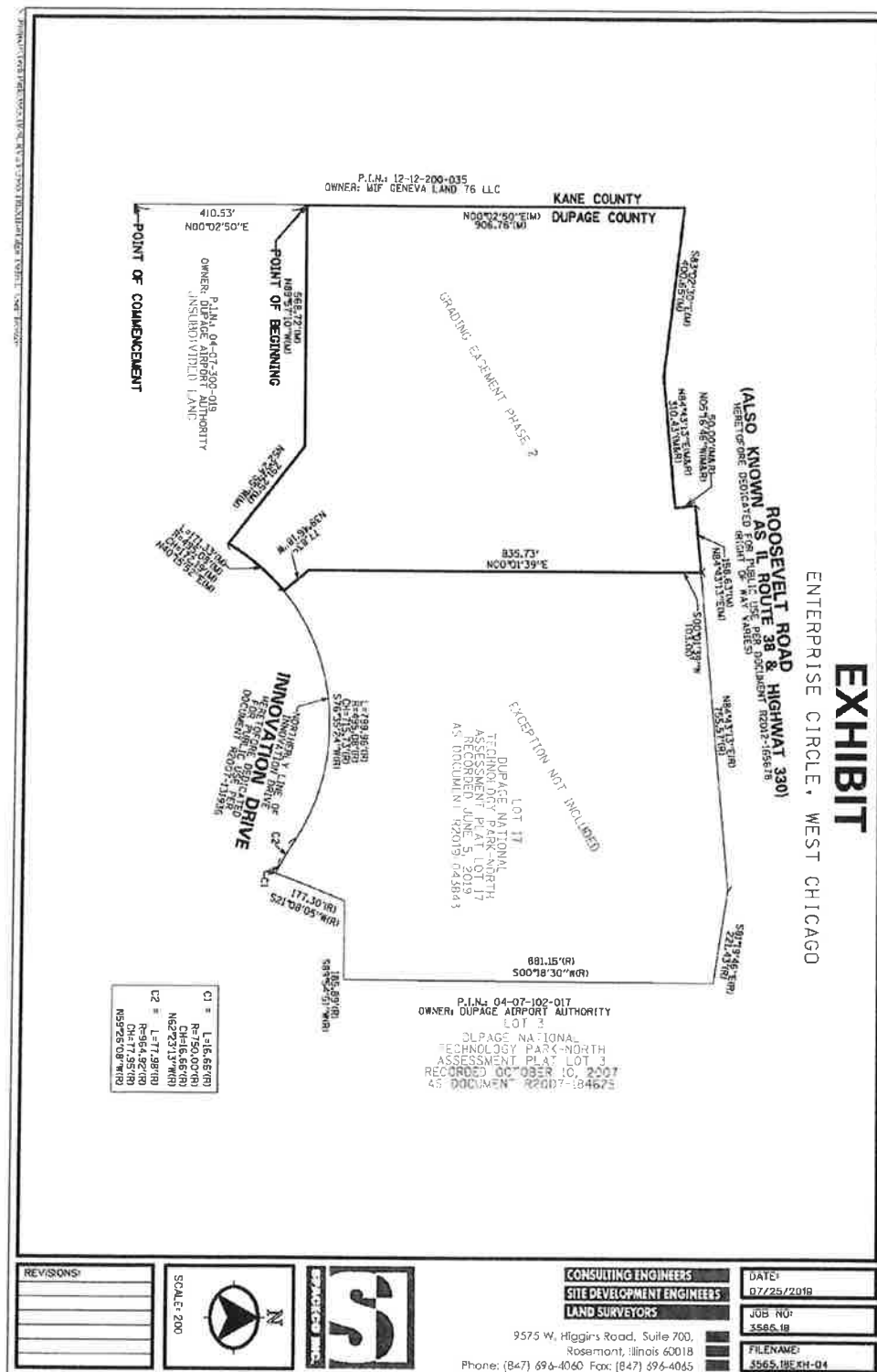
**EXHIBIT A**  
**Legal Description of Option Parcel**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, PER MONUMENT RECORD R2003-137779; THENCE NORTH 00 DEGREES 02 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER SECTION (BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE NAD-83) 410.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 02 MINUTES 50 SECONDS EAST ALONG SAID WEST LINE 906.76 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION PER QUIT CLAIM DEEDS RECORDED NOVEMBER 21, 2012 AS DOCUMENT NUMBER R2012-165678; THENCE SOUTH 83 DEGREES 02 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 400.65 FEET, SAID LINE ALSO BEING THE SOUTH LINE OF ILLINOIS ROUTE 38 (AKA ROOSEVELT ROAD) FOR THIS AND THE NEXT (4) COURSES; (1) THENCE NORTH 84 DEGREES 43 MINUTES 13 SECONDS EAST 310.43 FEET; (2) THENCE NORTH 05 DEGREES 16 MINUTES 46 SECONDS WEST 50.00 FEET; (3) THENCE NORTH 84 DEGREES 43 MINUTES 13 SECONDS EAST 914.20 FEET; (4) THENCE SOUTH 81 DEGREES 19 MINUTES 46 SECONDS EAST 221.43 FEET TO A POINT ON THE WEST LINE OF LOT 3 IN DUPAGE NATIONAL TECHNOLOGY PARK NORTH ASSESSMENT PLAT LOT 3, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2007 AS DOCUMENT NUMBER R2007-184625; THENCE SOUTH 00 DEGREES 18 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 881.15 FEET TO THE NORTHEAST CORNER OF LOT 2 IN DUPAGE NATIONAL TECHNOLOGY PARK NORTH ASSESSMENT PLAT LOT 2, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 2007 AS DOCUMENT NUMBER R2007-127454; THENCE SOUTH 89 DEGREES 54 MINUTES 51 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 185.89 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 21 DEGREES 08 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 177.30 FEET TO A POINT ON THE NORTHERLY LINE OF INNOVATION DRIVE DEDICATED PER DOCUMENT R2007-131936; THENCE ALONG THE NORTHERLY LINE OF SAID INNOVATION DRIVE FOR THE NEXT (3) COURSES; (1) THENCE NORTHWESTERLY 16.66 FEET ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 750.00 FEET AND WHOSE CHORD BEARS NORTH 62 DEGREES 23 MINUTES 13 SECONDS WEST 16.66 FEET TO A POINT OF COMPOUND CURVE; (2) THENCE NORTHWESTERLY 77.98 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 964.92 FEET AND WHOSE CHORD BEARS NORTH 59 DEGREES 26 MINUTES 08 SECONDS WEST 77.95 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE WESTERLY 799.96 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 495.08 FEET AND WHOSE CHORD BEARS SOUTH 76 DEGREES 35 MINUTES 24 SECONDS WEST 715.73 FEET TO A POINT; THENCE NORTH 52 DEGREES 24 MINUTES 55 SECONDS WEST 291.25 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 10 SECONDS WEST PERPENDICULAR TO THE WEST LINE OF SAID NORTHWEST QUARTER 568.72 FEET, TO THE POINT OF BEGINNING,(EXCEPTING THEREFROM LOT 17 IN DUPAGE NATIONAL TECHNOLOGY PARK - NORTH ASSESSMENT PLAT LOT 17 OF SAID NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5TH, 2019 AS DOCUMENT R2019-043843), IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 18.301 ACRES OR 797,184 SQUARE FEET MORE OR LESS.

**EXHIBIT B**  
**Depiction of Option Parcel**



**EXHIBIT C**

**DuPAGE BUSINESS CENTER – SCANNELL CIVIL ENGINEERING PLANS  
DATED JULY 15, 2019**

# SITE IMPROVEMENT PLANS for

## DUPAGE BUSINESS CENTER - SCANNELL

555 INNOVATION DRIVE  
CITY OF WEST CHICAGO  
DUPAGE COUNTY, ILLINOIS

PROJECT NO: 3565.18

### DEVELOPER

SCANNELL PROPERTIES  
1800 DIAGONAL ROAD, SUITE 600  
ALEXANDRIA, VA 22314  
PHONE: (571) 527-1644

### CALL JULIE 1-800-482-4123

WITH THE FOLLOWING:  
COUNTY: DUPAGE  
CITY: TOWNSHIP  
SEC. & 1/4 SEC. NO. 139N, R9E, SEC. 7  
48 HOURS BEFORE YOU DIG  
EXCLUDING SAT, SUN & HOLIDAYS

### INDEX

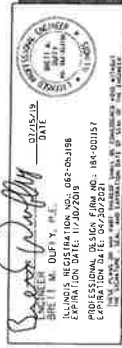
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1	1. TITLE SHEET
2	2. OVERALL EXISTING CONDITIONS
3	3. OVERALL EXISTING CONDITIONS PLAN
4	4. OVERALL EXISTING CONDITIONS
5	5. OVERALL DEMOLITION PLAN
6	6. OVERALL SITE PLAN
7	7. OVERALL SITE PLAN
8	8. OVERALL GEOMETRIC PLANS
9	9. OVERALL GRADING PLANS
10	10. OVERALL MASS GRADING WEST PROPERTY
11	11. OVERALL UTILITY PLANS
12	12. OVERALL SANITARY SEWER PLAN & PROFILE
13	13. OVERALL EROSION AND SEDIMENT CONTROL PLANS
14	14. OVERALL SPACECO SPECIFICATIONS
15	15. OVERALL WEST CHICAGO SPECIFICATIONS
16	16. OVERALL DETAILS

### BENCHMARK

SEE SHEET GN FOR  
BENCHMARK INFORMATION

### NOTE:

SPACECO, INC. IS TO BE NOTIFIED AT LEAST  
THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION  
AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS



### LOCATION MAP



### REVISIONS

#	SHEET #	REMARKS	DATE
1	1	PER DIA	02/28/19
2	2	PER DIA	03/27/19
3	3	PER DIA	04/23/19
4	4	PER OWNER	05/15/19
5	5	PER SPACECO INC.	07/15/19

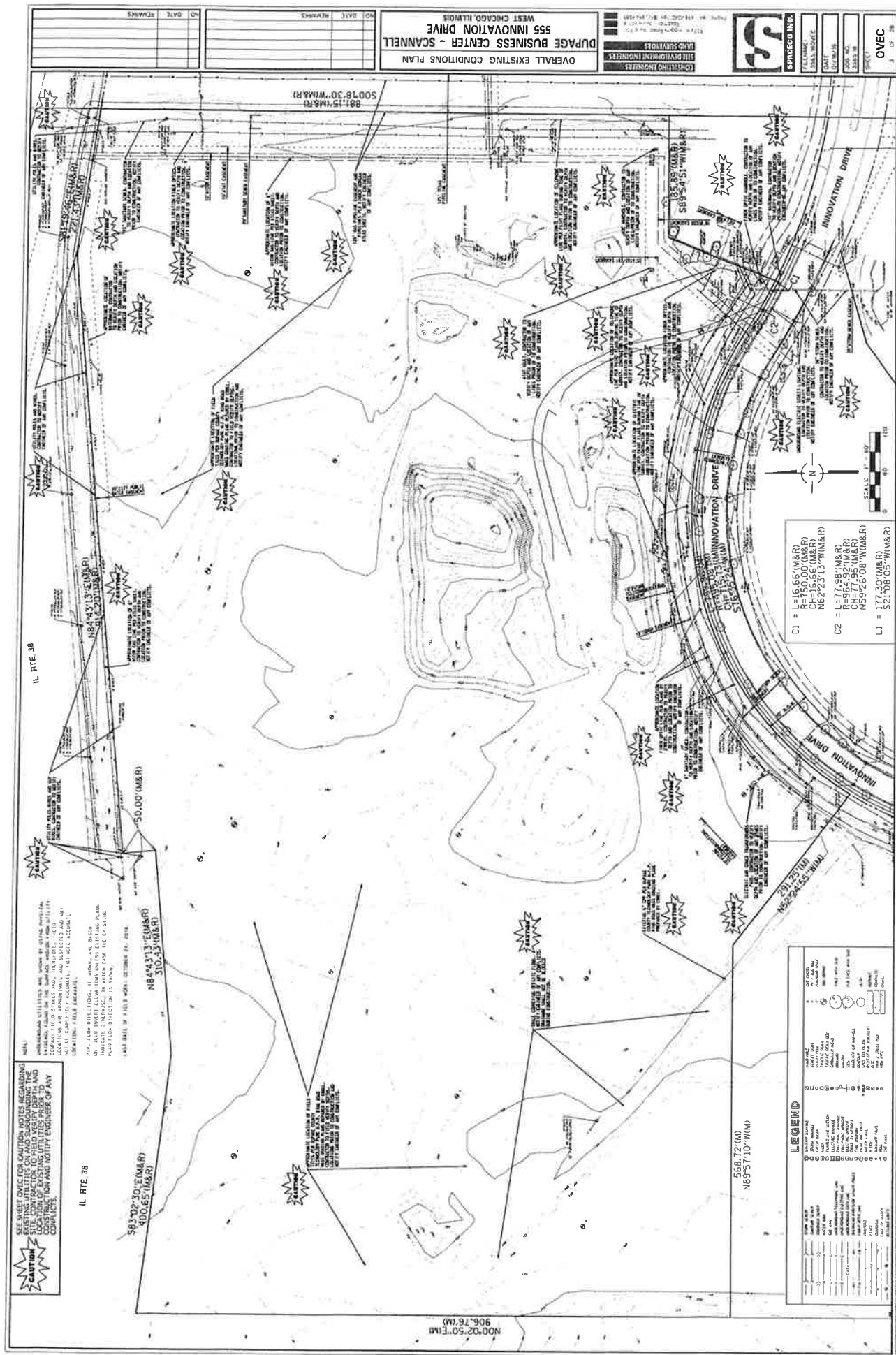
DUPAGE BUSINESS CENTER  
555 INNOVATION DRIVE  
SCANNELL  
CITY OF WEST CHICAGO

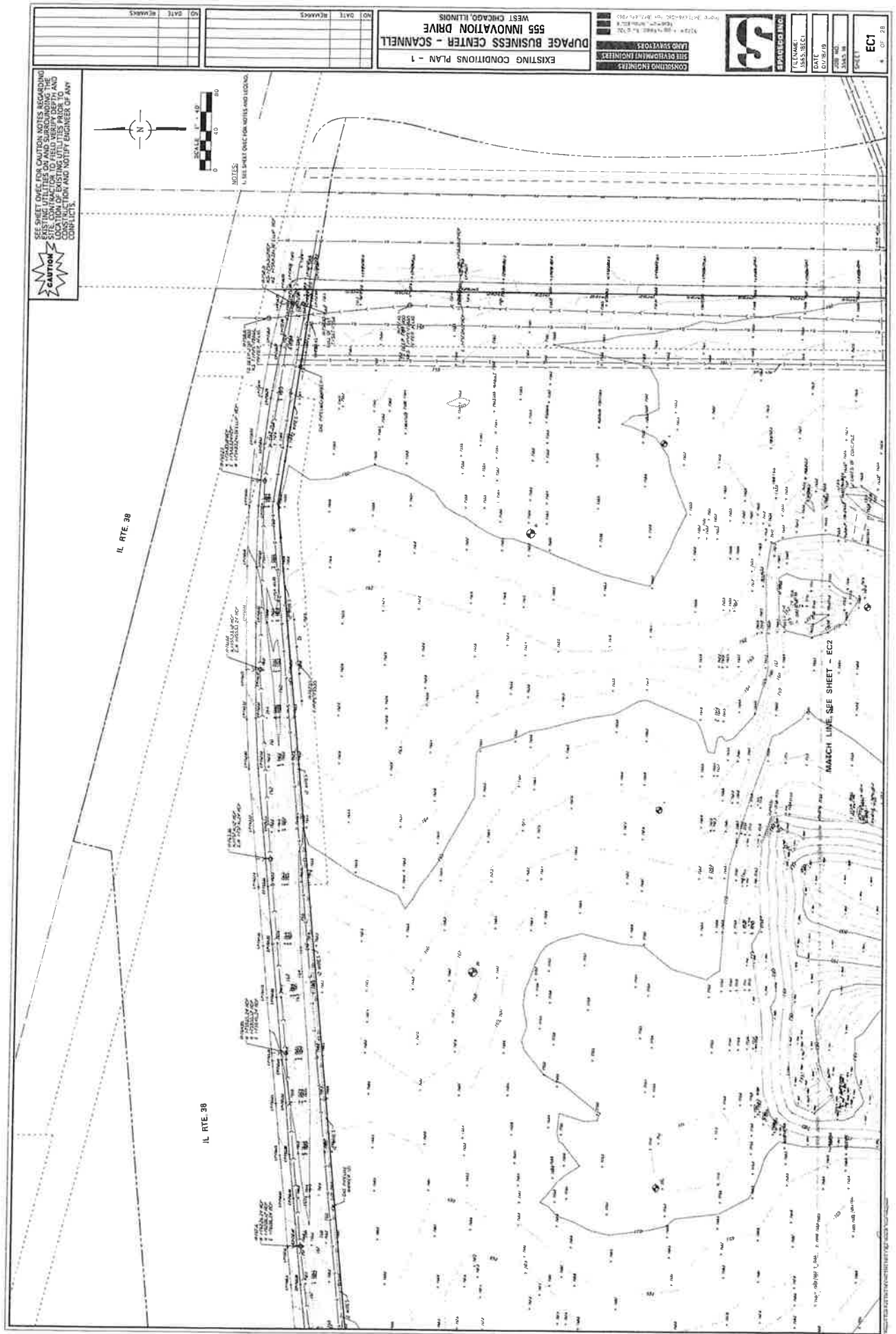
9525 W. Higgins Road, Suite 700, Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065

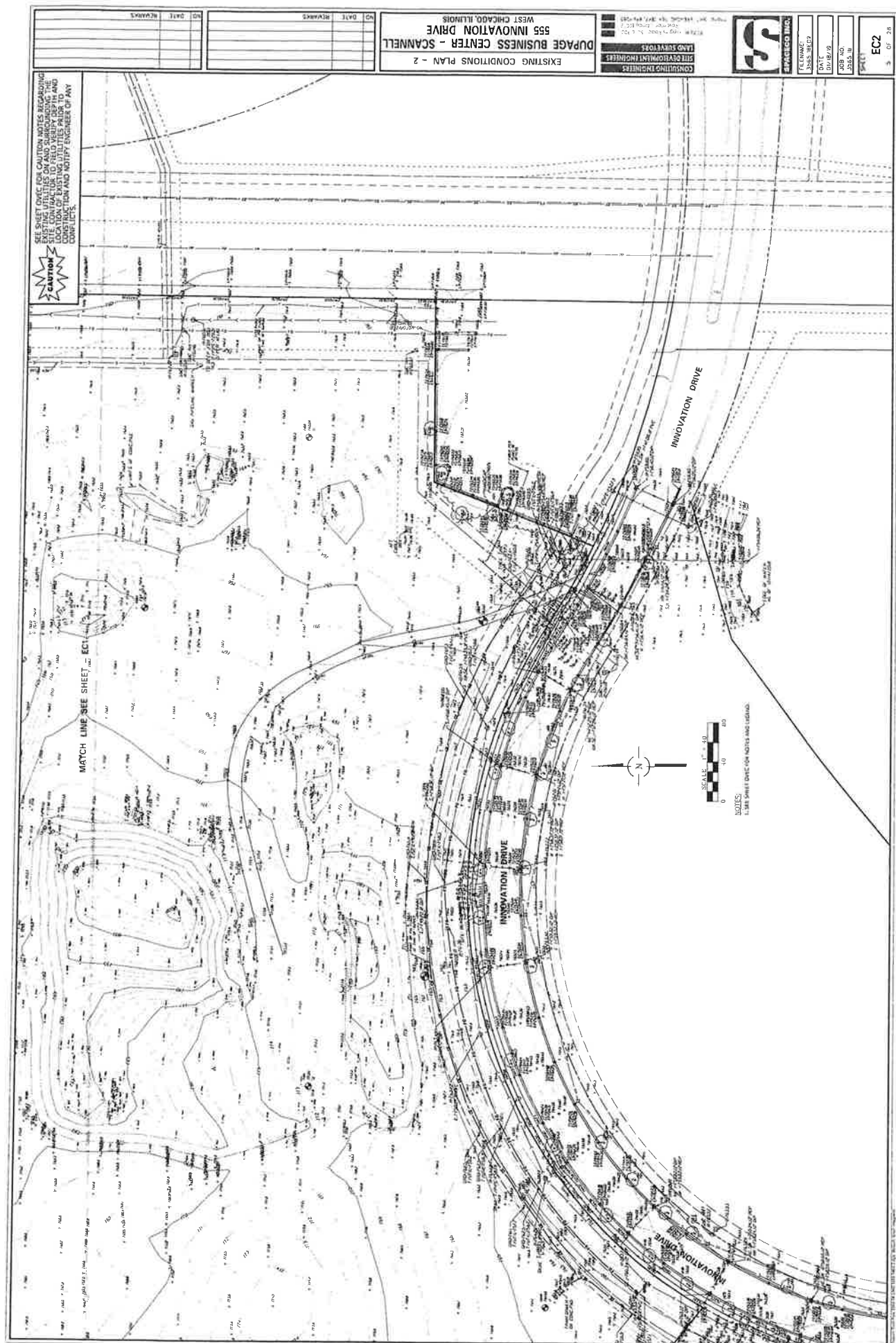
CONSULTING ENGINEERS  
LAND SURVEYORS  
SITE DEVELOPMENT ENGINEERS

SPACECO INC.  
JANIS WHITE  
DATE  
JOB NO.  
3565.18  
SHEET  
C1  
1 OF 28

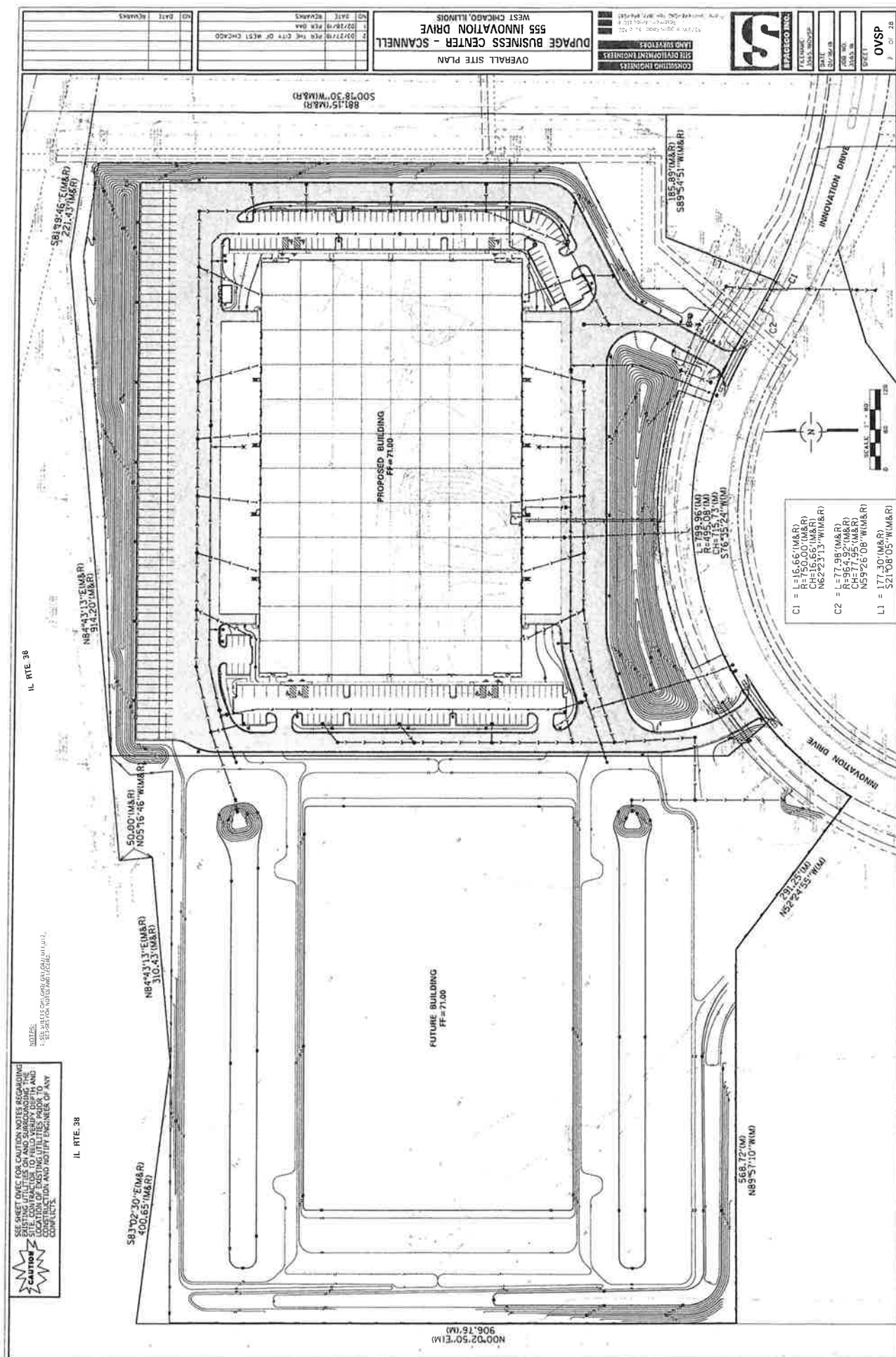






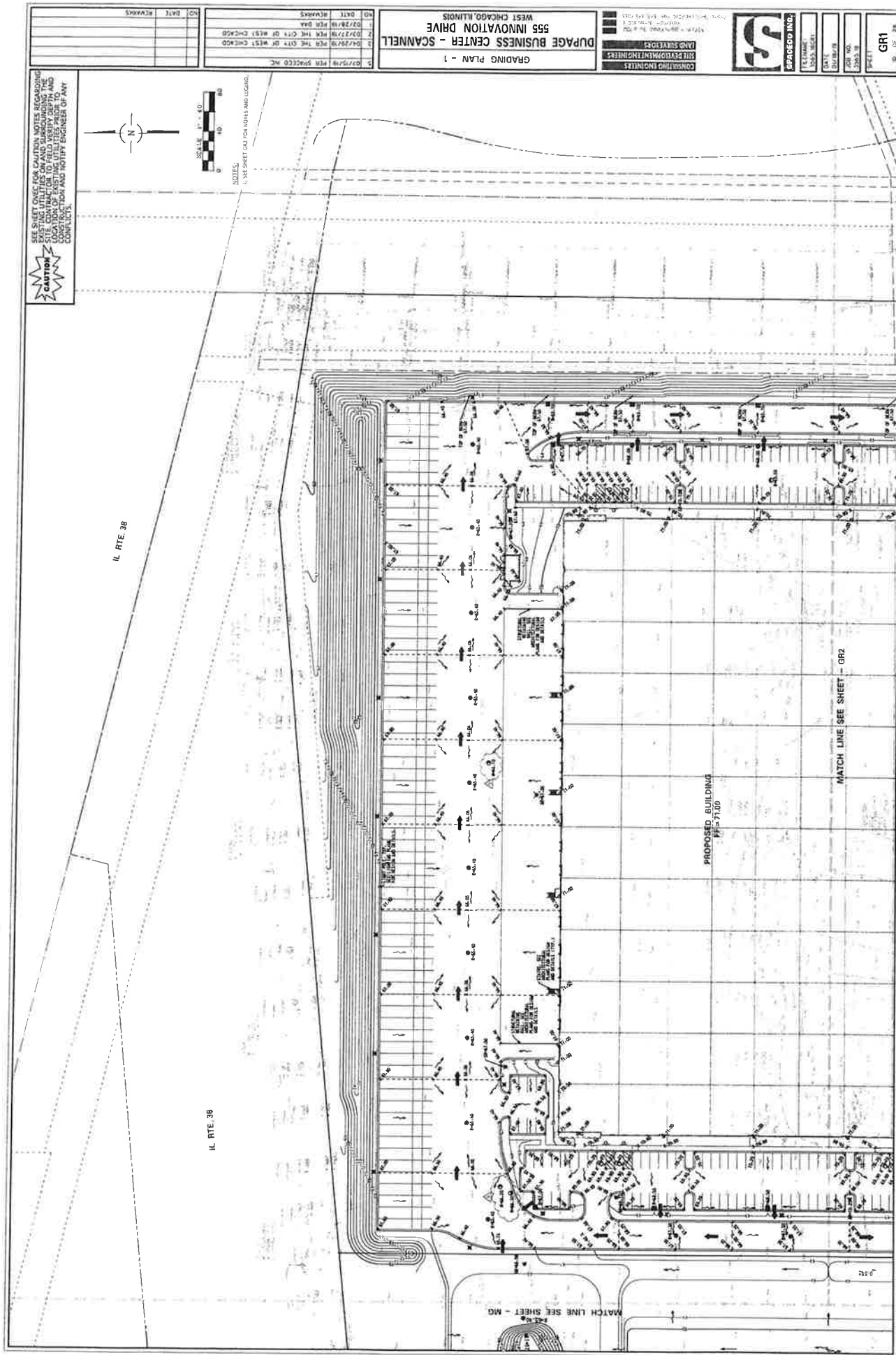




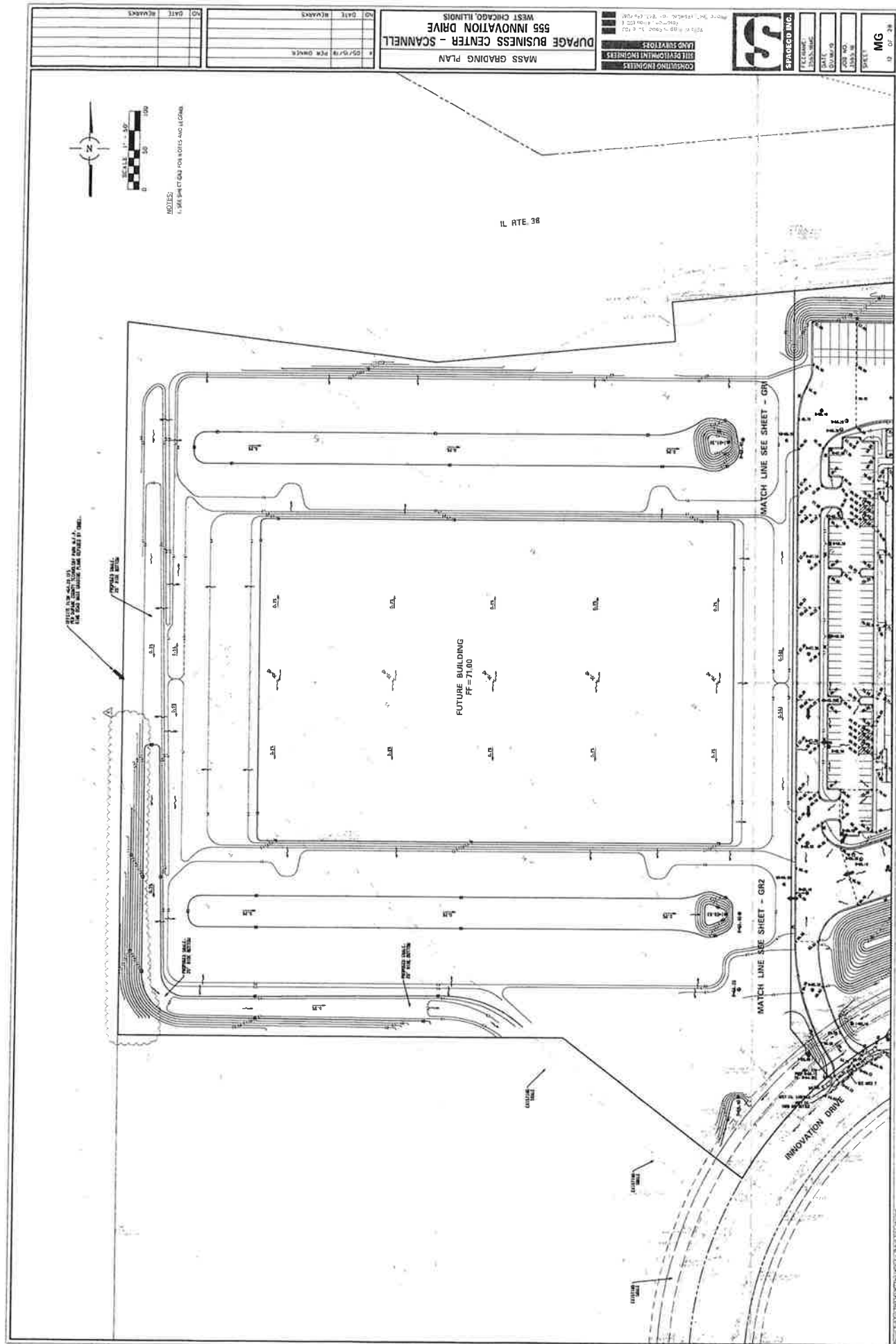




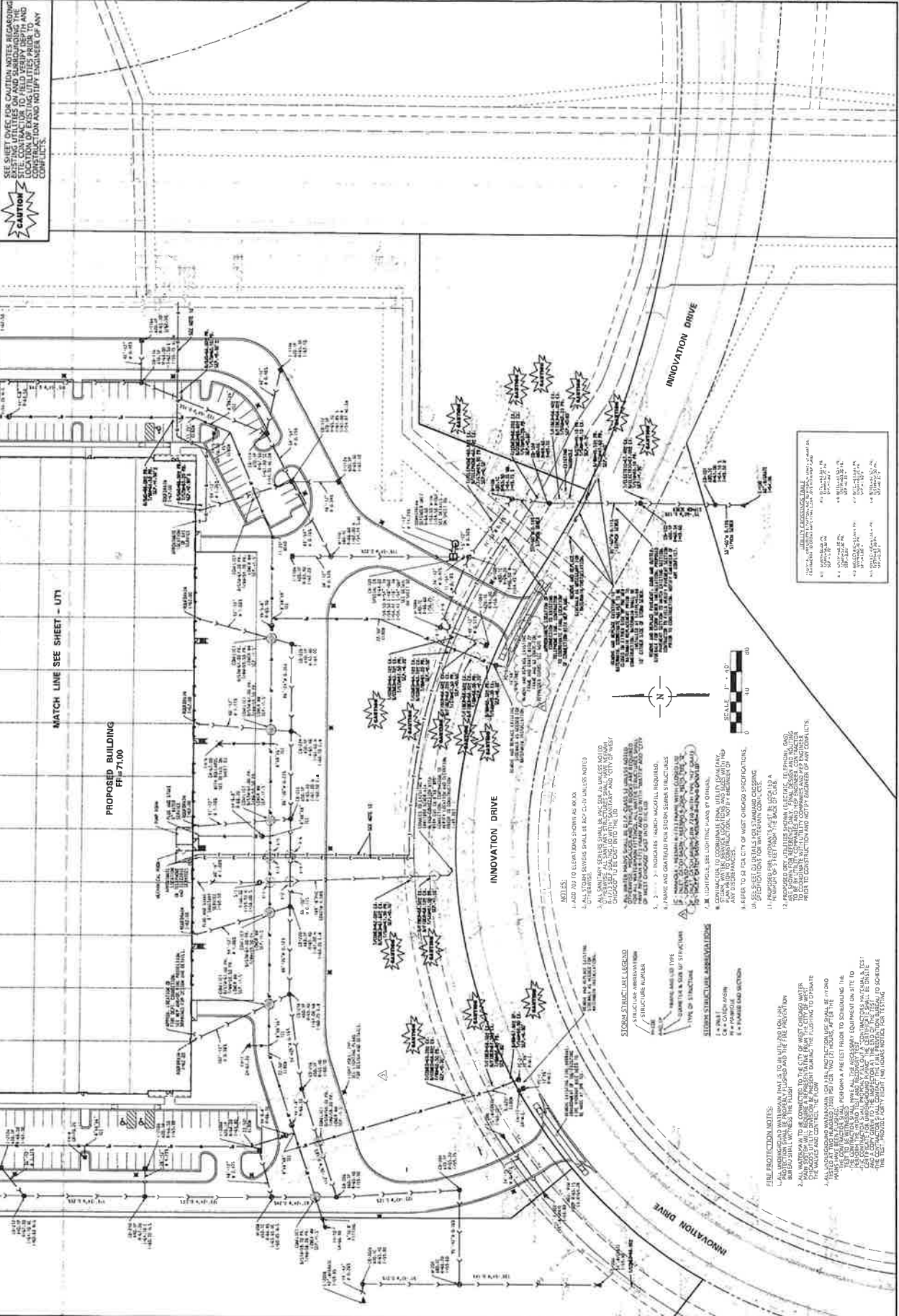


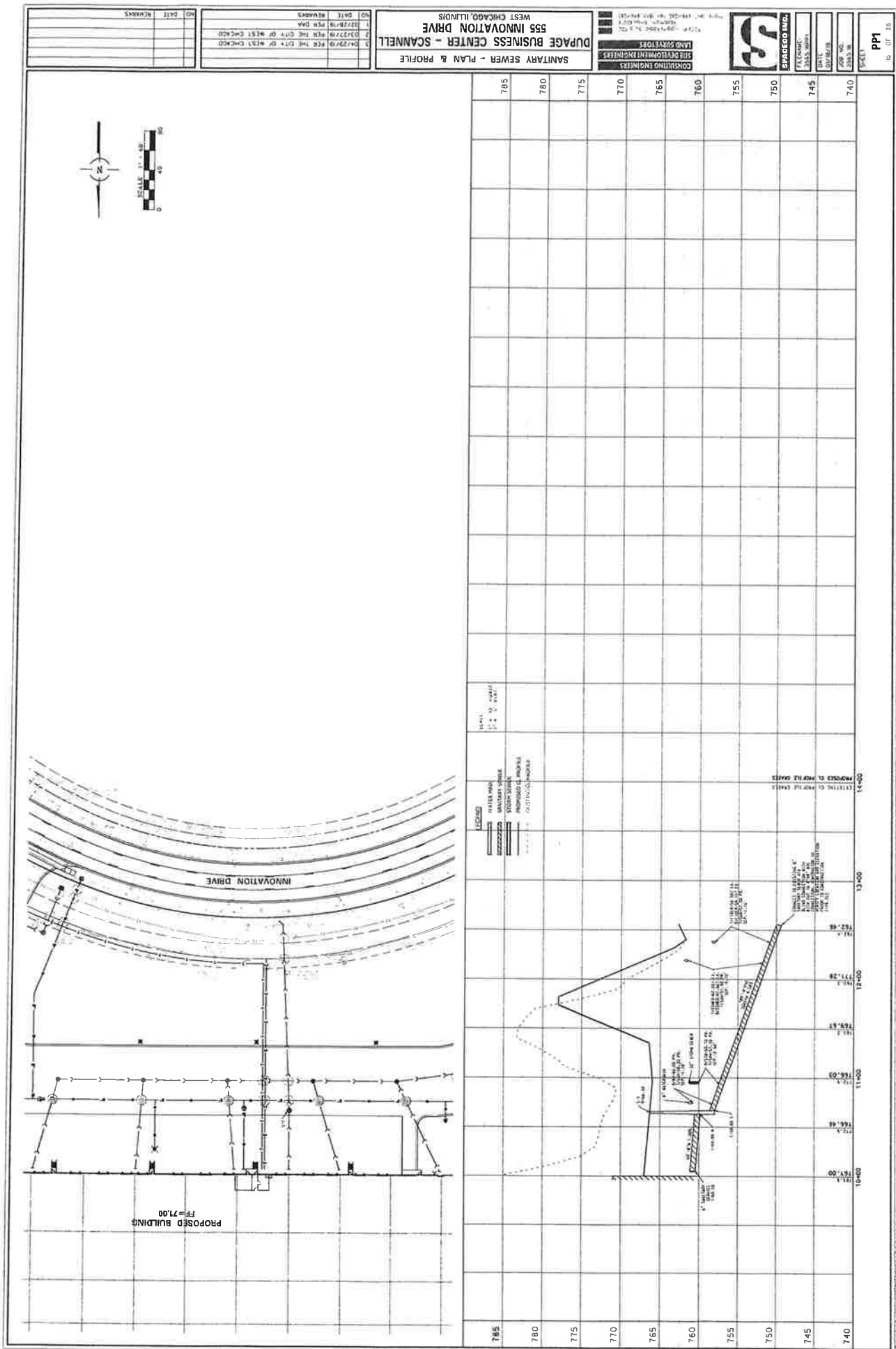






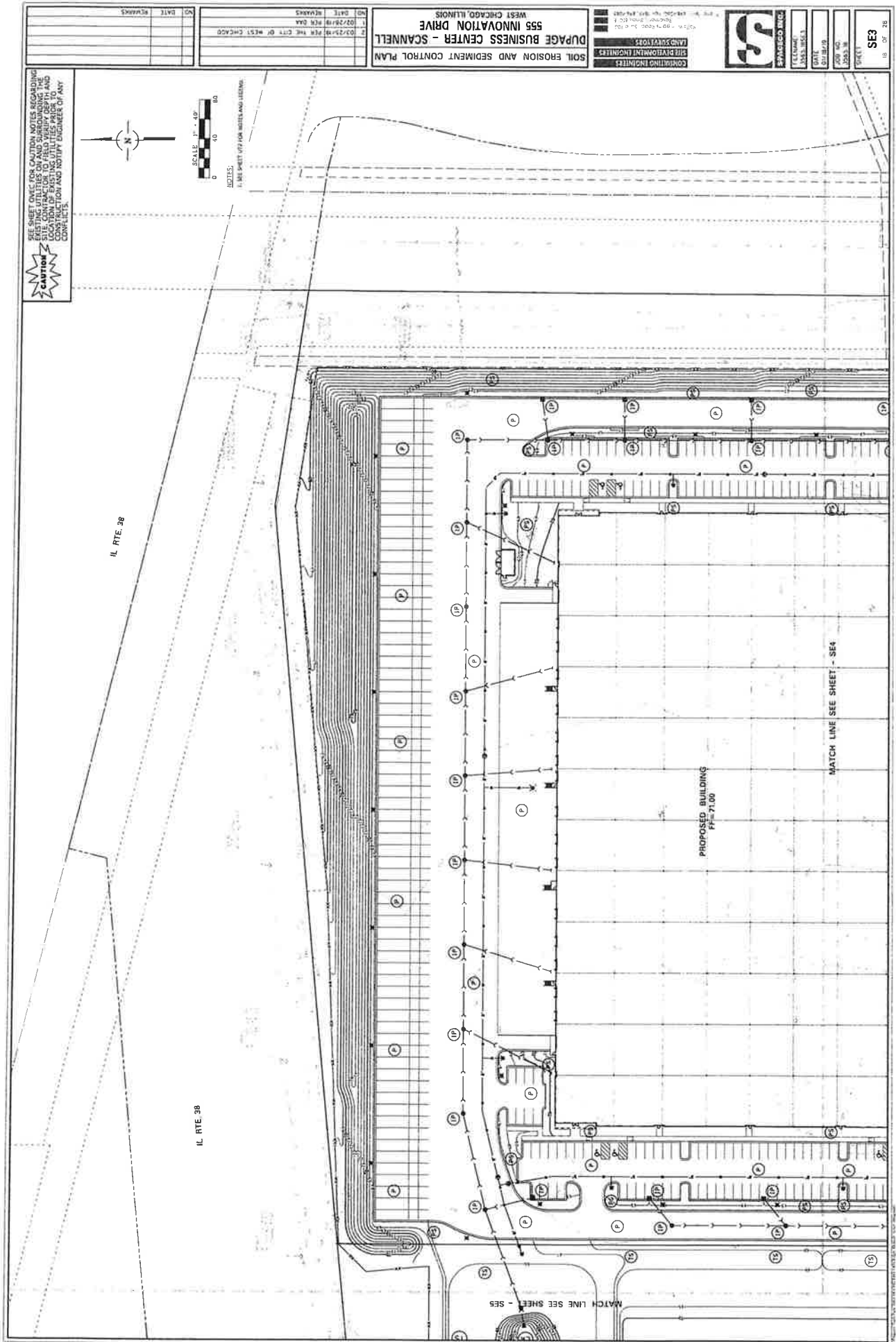


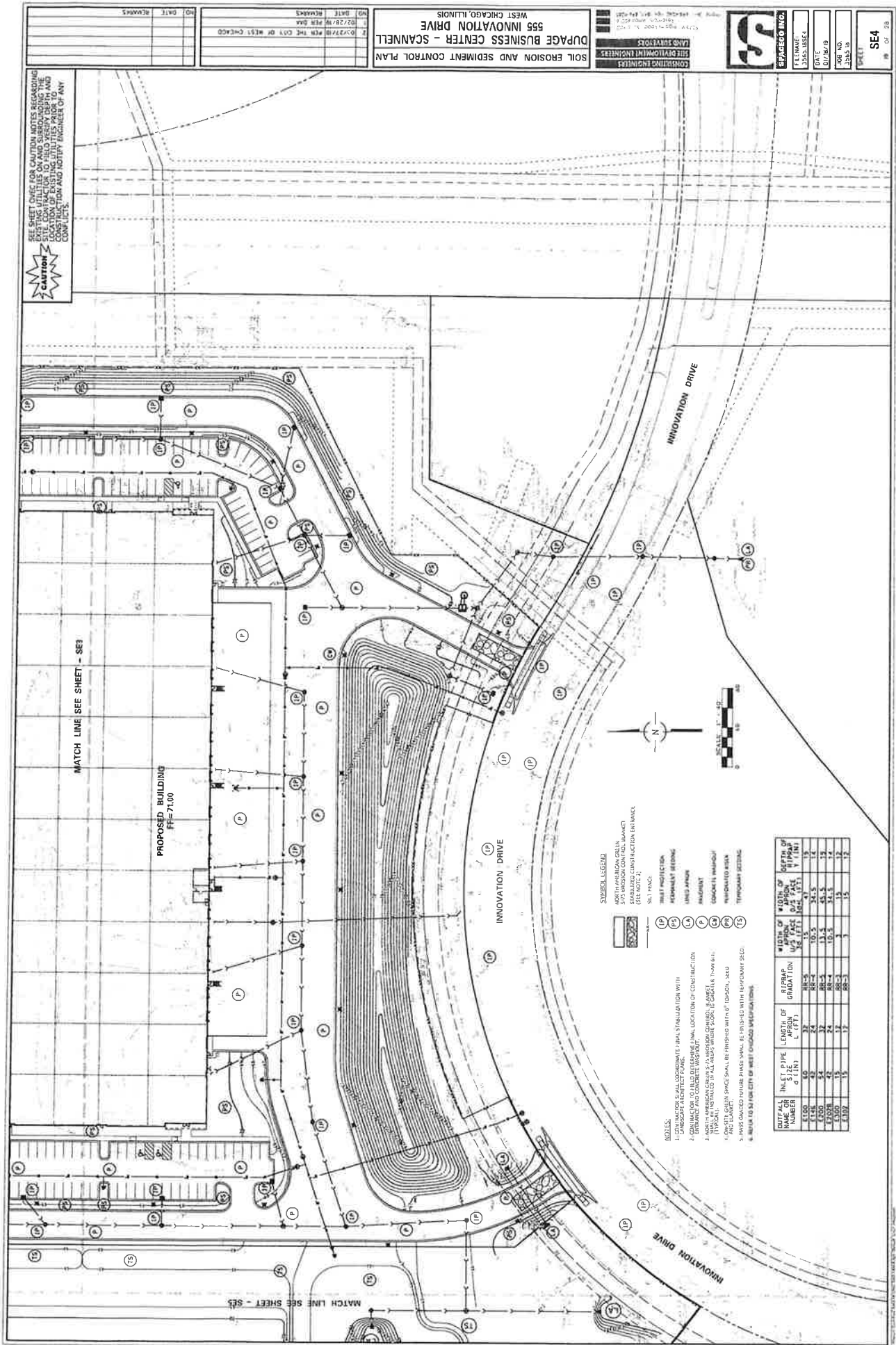


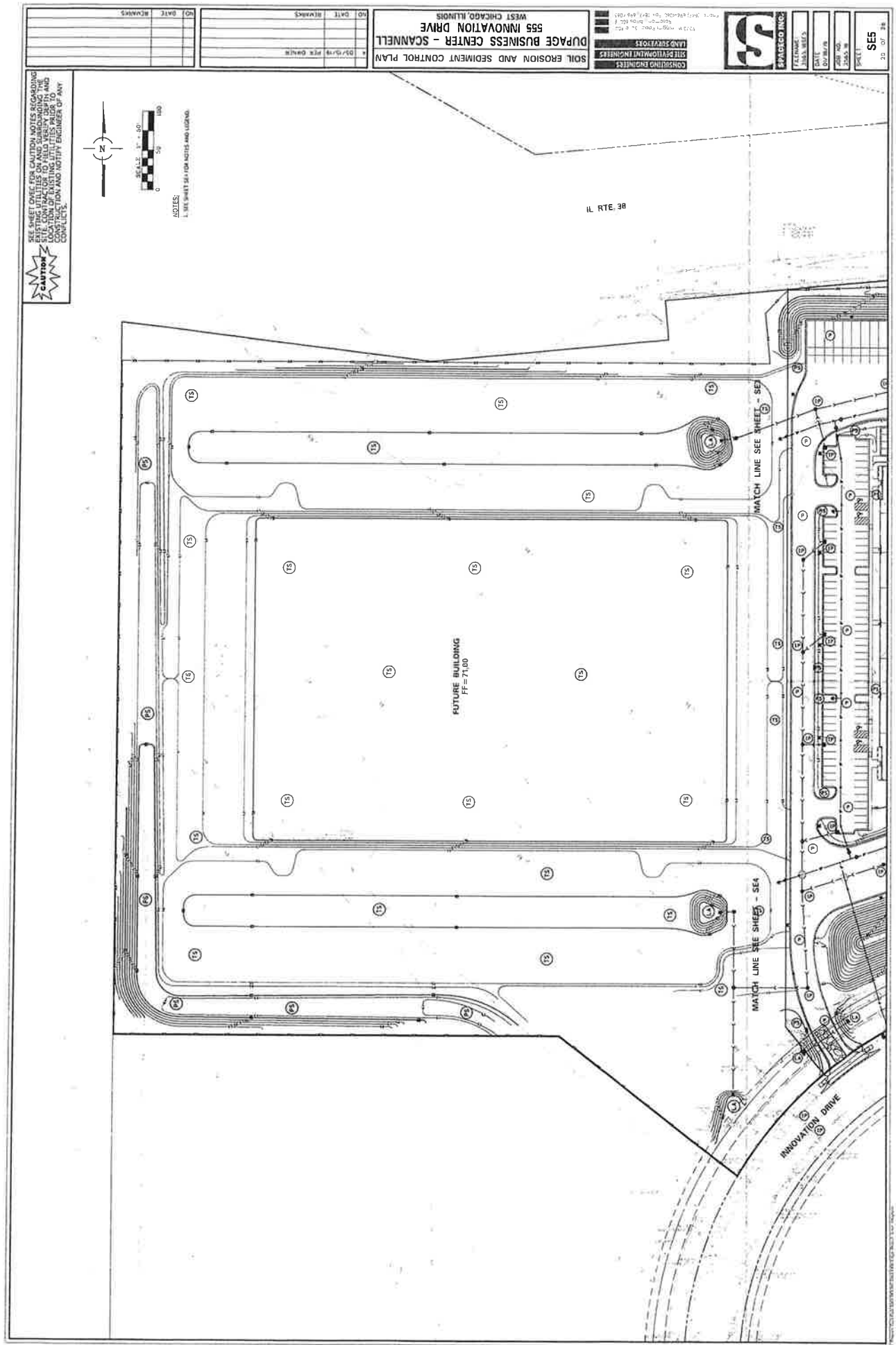








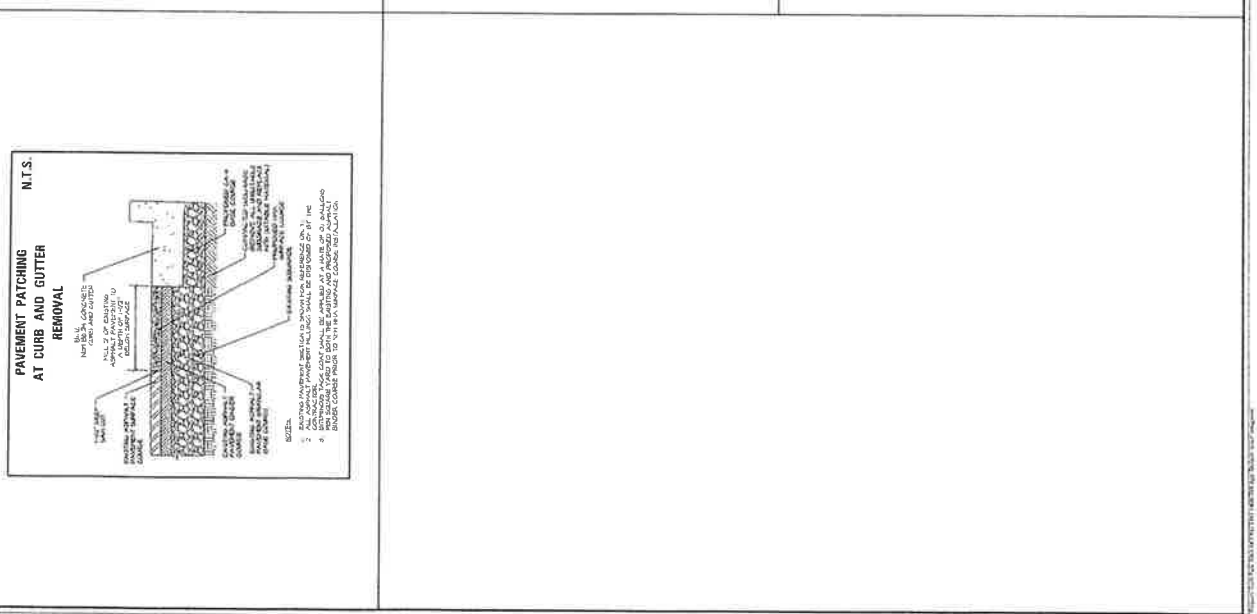
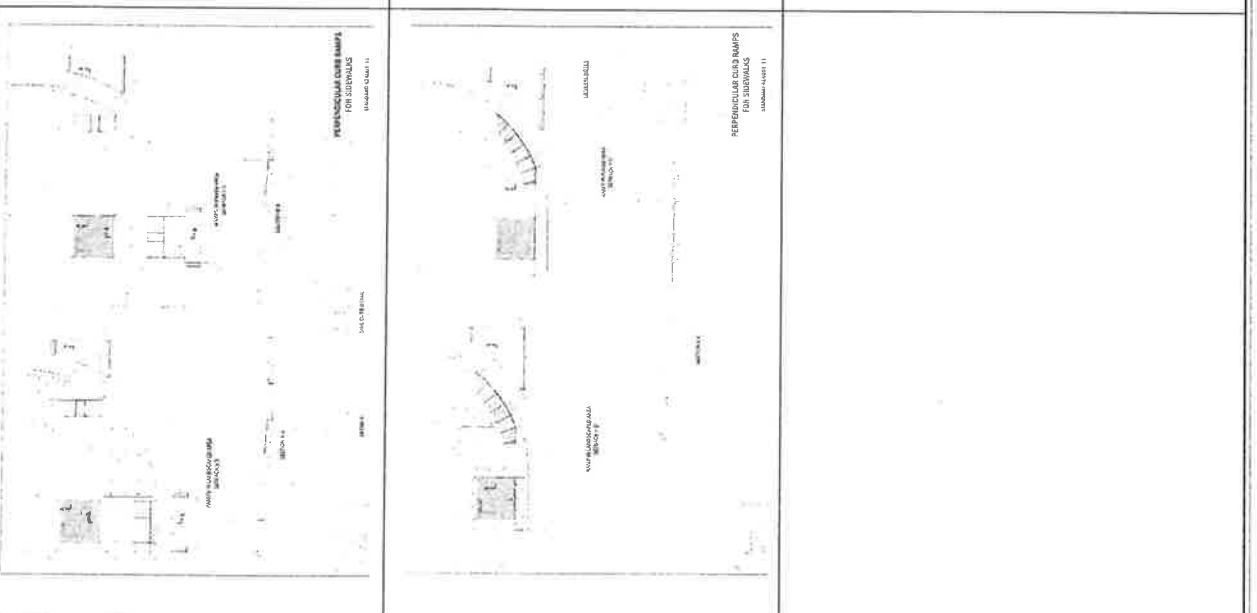
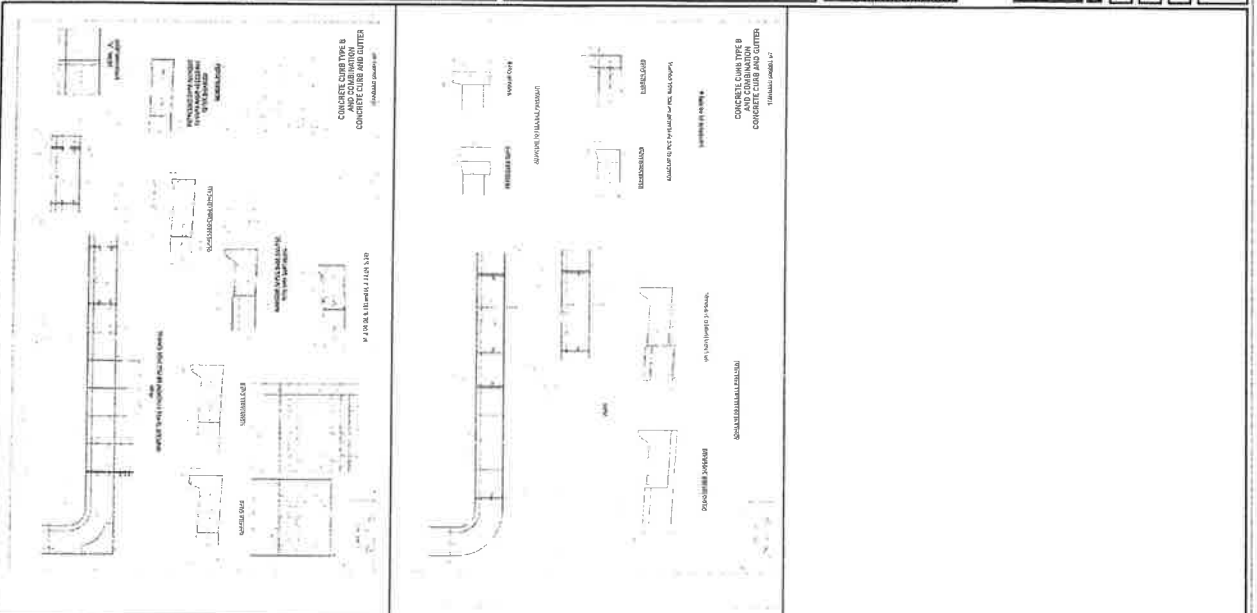






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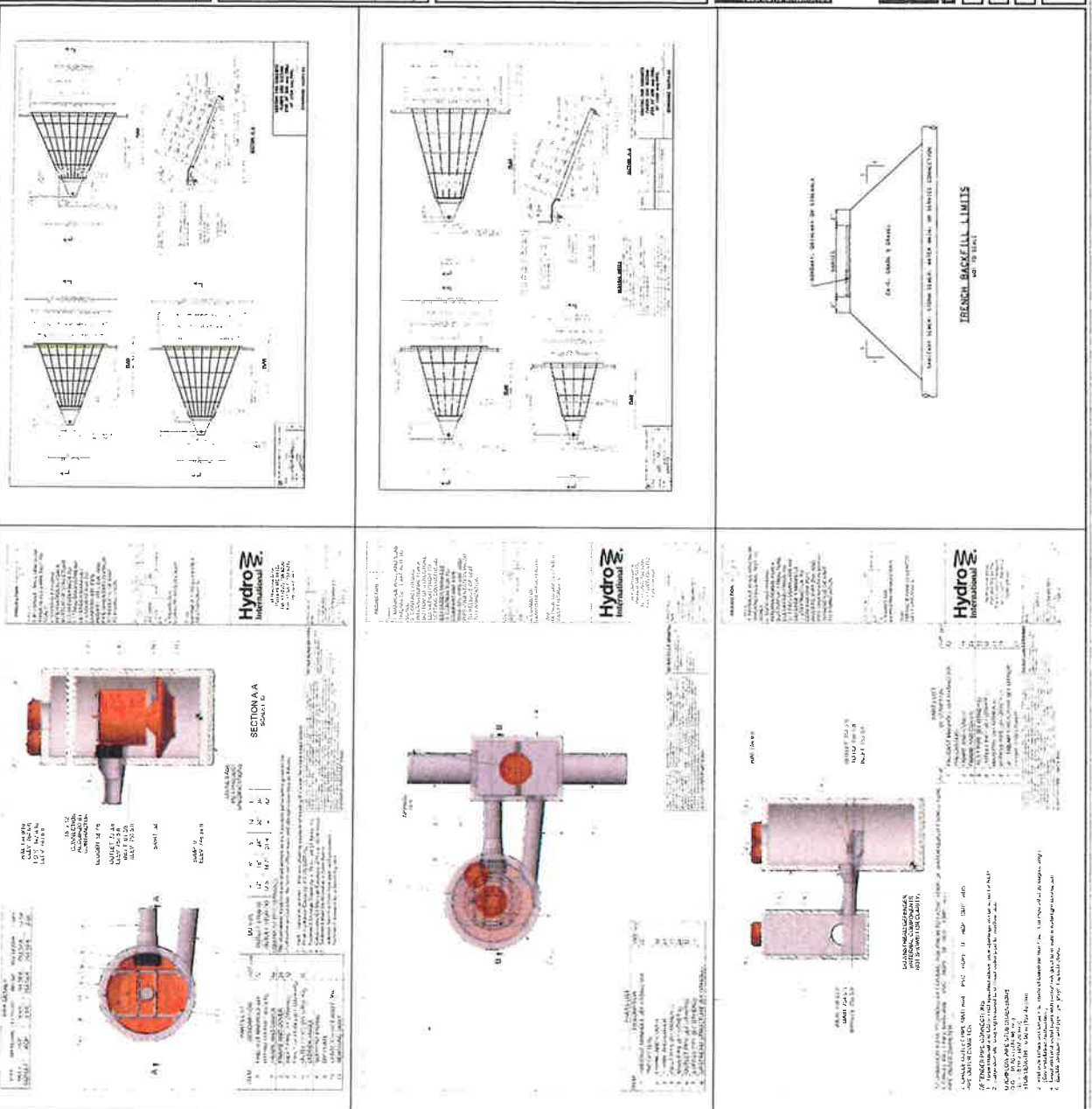












**EXHIBIT D**  
**Insurance Requirements**

**1. Commercial General Liability.**

Grantee shall maintain commercial general liability coverage ("CGL") with a limit of not less than \$1,000,000 each occurrence and a \$2,000,000 aggregate.

CGL shall cover liability arising from premises, operations, products-completed operations, contractual liability for insured contracts, and personal and advertising injury.

Grantor shall be included as an additional insured under CGL, but only for Grantee's acts or omissions for operations under this Agreement. The CGL policy shall be endorsed to provide Grantor with coverage on a primary and non-contributory basis. Copies of all additional insured endorsements must be provided with the certificate of insurance and will be subject to reasonable approval by Grantor.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

The CGL policy shall provide a waiver of subrogation in favor of Grantor, its agents, officers, directors and employees.

**2. Commercial Umbrella Liability Insurance.**

Grantee shall maintain commercial umbrella insurance with a limit of not less than \$5,000,000 per occurrence.

Grantee's commercial umbrella liability policy shall be a "following form" policy and any additional insured under any policy of "underlying insurance" will automatically be an insured under this umbrella form.

Grantee's commercial umbrella policy shall provide coverage limits in excess of all primary underlying coverage limits including the Commercial General Liability Policy (CGL); the Business Auto Policy; and the Employers Liability Section of the Workers Compensation Policy.

**3. Business Auto Insurance.**

Grantee shall maintain business auto liability insurance with a primary limit of not less than \$1,000,000 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Grantee shall have the Business Auto policy endorsed to provide a waiver subrogation in favor of Grantor, its agents, officers, directors and employees.

**4. Workers Compensation Insurance.**

Grantee shall maintain worker's compensation and employer's liability insurance in the State of Illinois,

in the statutory required amounts.

Grantee and its contractors and subcontractors shall provide a waiver of subrogation on its workers compensation policy in favor of Grantor and shall waive any limitation of its or its contractors or subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

## **5. General Requirements Applicable to All Insurance.**

### **A. Evidence of Insurance.**

Prior to commencement of work, Grantee shall furnish Grantor with a certificate of insurance executed by a duly authorized representative of each insurer setting out compliance with the insurance requirements set forth in this **Exhibit D**.

The words "endeavor to" shall be deleted from the cancellation provision of all certificates provided by the Grantee.

Failure of Grantor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Grantor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantee's obligation to maintain such insurance.

Grantor shall have the right, but not the obligation, to prohibit Grantee or any contractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and reasonably approved by Grantor.

### **B. General Insurance Provisions.**

No Representation of Coverage Adequacy – By requiring the insurance as set out in this **Exhibit D**, Grantor does not represent that coverage and limits will necessarily be adequate to protect Grantee, and such coverage and limits shall not be deemed as a limitation on Grantee's liability under the indemnities provided to Grantor in this Agreement.

Cross Liability – If Grantee's liability policy does not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

The insurance requirements set out in this **Exhibit D** are independent from all other obligations of Grantee under this Agreement, including Grantee's obligation to defend, indemnify and hold harmless the Grantor, and apply whether or not required by any other provision of this Agreement.

In the event the requirements of this **Exhibit D** conflict with insurance requirements elsewhere in this Agreement, the requirements in this **Exhibit D** shall control.

**RESOLUTION 2019-2781**

**APPROVING THE EXECUTION OF A RECIPROCAL DRAINAGE EASEMENT  
AGREEMENT WITH SCANNELL PROPERTIES, LLC**

**WHEREAS**, on August 31, 2018, the DuPage Airport Authority (the "Authority") and Scannell Properties, LLC ("Scannell") entered into a Vacant Land Purchase Agreement (the "Agreement") for approximately 39 acres of real property located in the DuPage Business Center (the "Subject Property") with the possibility of a two-phased takedown of the Subject Property; and

**WHEREAS**, on June 7, 2019, Scannell purchased 21.14 acres of the Subject Property (the "Purchased Property") and maintained an option on the remaining 18.3 acres of the Subject Property (the "Option Property"); and

**WHEREAS**, in order to best develop the Subject Property, the parties agree that it is in the best interests of both Scannell and the Authority to have the storm water drainage for both the Purchased Property and the Option Property to be a unified system located on both the Purchased Property and the Option Property; and

**WHEREAS**, the Authority deems it to be in the best interests of the Authority to enter into the Reciprocal Drainage Easement attached hereto as Exhibit 1.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the execution by the Executive Director, Mark Doles, of the Reciprocal Drainage Easement Agreement attached hereto and authorizes him to take whatever steps necessary to effectuate the terms thereof.

This Resolution shall be in full force and effect immediately upon its adoption and approval.

Juan E. Chavez \_\_\_\_\_  
Stephen L. Davis \_\_\_\_\_  
Charles E. Donnelly \_\_\_\_\_  
Herbert A. Getz \_\_\_\_\_  
Gina R. LaMantia \_\_\_\_\_

Michael V. Ledonne \_\_\_\_\_  
Gregory J. Posch \_\_\_\_\_  
Donald C. Sharp \_\_\_\_\_  
Daniel J. Wagner \_\_\_\_\_

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 4th day of September, 2019.

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2019-2781**

THIS INSTRUMENT WAS  
PREPARED BY:

Bruce E. Garner, Esq.  
Schirott, Luetkehans & Garner, LLC  
105 E. Irving Park Road  
Itasca, IL 60143

AND AFTER RECORDING  
RETURN TO:

Scannell Properties  
8801 River Crossing Blvd., Suite 300  
Indianapolis, IN 46240  
Attn: Drew C. Strobel, Counsel

### **RECIPROCAL DRAINAGE EASEMENT**

THIS RECIPROCAL DRAINAGE EASEMENT (this "Easement Agreement") is made effective as of this \_\_\_\_ day of August, 2019 (the "Effective Date") by and between **SCANNELL PROPERTIES #371, LLC**, an Indiana limited liability company, having an address of 8801 River Crossing Boulevard, Suite 300, Indianapolis, Indiana 46240 ("Scannell") and **DUPAGE AIRPORT AUTHORITY**, an Illinois airport authority ("DAA"), under the following circumstances:

### **RECITALS**

WHEREAS, Scannell owns fee simple title to certain property in the City of West Chicago, County of DuPage, Illinois ("Scannell's Parcel"), as such is more particularly described on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, DAA owns fee simple title to certain property in the City of West Chicago, County of DuPage, Illinois ("DAA's Parcel"), which is adjacent and to the west of Scannell's Parcel as such is more particularly described on Exhibit B, attached hereto and made a part hereof; and

WHEREAS, the use of a portion of Scannell's Parcel is needed by DAA and therefore, DAA desires to obtain an easement (the "Scannell Easement") on, over, under, through, and across the portion of Scannell's Parcel more particularly described on Exhibit C and depicted on Exhibit D, each attached hereto and made a part hereof (the "Scannell Easement Area"), for the sole purpose of storm water drainage from DAA's Parcel into the Scannell Easement Area via the storm sewer facilities to be constructed by Scannell located in the Scannell Easement Area (the "Scannell Facilities"); and

WHEREAS, the use of a portion of DAA's Parcel is needed by Scannell and therefore, Scannell desires to obtain an easement (the "DAA Easement") on, over, under, through, and across the portion of DAA's Parcel more particularly described on Exhibit E and depicted on Exhibit F, each attached hereto and made a part hereof (the "DAA Easement Area"), for the purposes of: (a) constructing, maintaining, repairing, and modifying the storm sewer facilities to be constructed by Scannell located in the DAA Easement Area (the "DAA Facilities"); and (b) storm water drainage from Scannell's Parcel into the DAA Easement Area via the DAA Facilities; and

WHEREAS, Scannell's Parcel and DAA's Parcel shall collectively be referred to herein as the

"Parcels"; the Scannell Easement and the DAA Easement shall collectively be referred to herein as the "Easements"; the Scannell Easement Area and the DAA Easement Area shall collectively be referred to herein as the "Easement Areas"; and the Scannell Facilities and the DAA Facilities shall collectively be referred to herein as the "Facilities"; and

WHEREAS, Scannell now finds it agreeable to grant the Scannell Easement to DAA, and DAA finds it agreeable to accept such grant of the Scannell Easement from Scannell; and

WHEREAS, DAA now finds it agreeable to grant the DAA Easement to Scannell, and Scannell finds it agreeable to accept such grant of the DAA Easement from DAA.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Scannell and DAA hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference and made a part hereof.

2. **Grant of Easements.** Subject to the terms herein: (a) Scannell hereby grants to DAA the Scannell Easement; and (b) DAA hereby grants to Scannell the DAA Easement.

3. **Easements to Run with Land.** The Easements are perpetual, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of Scannell and DAA, respectively.

4. **Construction and Maintenance.**

(a) Scannell shall construct the Facilities in accordance with the plans and specifications entitled DuPage Business Center – Scannell Civil Engineering Plans dated July 15, 2019, a copy of which was provided to, and approved by, DAA prior to the Effective Date (the "Plans and Specifications"). Scannell shall obtain any required governmental permits, licenses or approvals prior to constructing the Facilities. Upon written request, Scannell shall provide DAA with copies of any governmental permits, licenses, approval or submittals for said authorizations relating to Scannell's construction of the Facilities. Scannell shall abide by and comply with every condition, term or covenant of such governmental permits, licenses or approvals and shall further do all work in accordance with the Plans and Specifications and the applicable local, State and Federal laws, ordinances, rules and regulations. Scannell shall be responsible for all routine and extraordinary maintenance of the Easement Areas and the Facilities such that the Easements and Facilities may be utilized and function as intended (e.g., pipes/intake areas do not become clogged, etc.). DAA hereby provides Scannell the perpetual right to enter upon DAA's Parcel and to access the DAA Facilities in order to fulfill Scannell's maintenance obligations under this Easement Agreement.

(b) In the event Scannell fails to adequately maintain the Easement Areas or the Facilities in a manner that adversely affects the storm water flow or otherwise adversely affects DAA's rights hereunder, DAA shall give written notice to Scannell identifying the required (or deficient) work (the "Requested Maintenance") and Scannell shall have thirty (30) days to complete or remedy the Requested Maintenance. In the case of an emergency, DAA shall: (1) give such notice as is practical under the circumstances; (2) state why it is an emergency; and (3) provide Scannell such shortened time to perform the Requested Maintenance as is reasonably required under the circumstances. If Scannell fails to properly remedy the Requested Maintenance within thirty (30) days (or shorter, in an emergency as provided above) after Scannell's receipt of such notice, DAA shall have the right, but not the obligation, to undertake the Requested Maintenance

and to bill Scannell for DAA's expenses actually incurred by providing copies of invoices to Scannell which Scannell shall pay within thirty (30) days of receipt. Scannell hereby grants DAA an easement on, over, under, through, and across only those portions of Scannell's Parcel necessary to exercise DAA's rights under this Section 4(b). DAA may from time to time, upon reasonable prior notice to Scannell, access the Scannell Easement Area and the Scannell Facilities to inspect the same. Notwithstanding the foregoing, in the event Scannell (or its affiliate) acquires fee simple title to DAA's Parcel on or prior to August 31, 2020, then DAA's rights under this Section 4(b) shall be null and void.

(c) In the event Scannell fails to construct the Facilities in accordance with the Plans and Specifications on or before August 31, 2020, DAA may give written notice to Scannell of such failure and Scannell shall have thirty (30) days after Scannell's receipt of such notice to complete the construction of the Facilities. If Scannell fails to construct the Facilities within such thirty (30) day period, DAA shall have the right, but not the obligation, to undertake the construction of the Facilities and to bill Scannell for DAA's expenses actually incurred, as evidenced by providing copies of invoices to Scannell which Scannell shall pay within thirty (30) days of receipt thereof. Scannell hereby grants DAA an easement on, over, under, through, and across only those portions of Scannell's Parcel necessary to exercise DAA's rights under this Section 4(c). Notwithstanding the foregoing, in the event Scannell (or its affiliate) acquires fee simple title to DAA's Parcel on or prior to August 31, 2020, then DAA's rights under this Section 4(c) shall be null and void.

(d) In the event Scannell (or its affiliate) does not acquire fee simple title to DAA's Parcel on or prior to August 31, 2020 but Scannell has completed construction of the Facilities, then from that date forward, DAA and Scannell shall each be responsible for the maintenance of the Easement Areas and the Facilities located on their respective Parcels. It is expressly understood that this Section 4(d) shall be binding upon a third-party developer who is a purchaser of DAA's Parcel.

5. **Modification.** This Easement Agreement may be modified only by an instrument in writing executed by both parties hereto and subsequently recorded.

6. **Notices.** All notices to be given hereunder shall be personally delivered; sent via certified mail, return receipt requested with postage prepaid; or mailed via a reputable overnight courier to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

**If to DAA:** DuPage Airport Authority  
ATTN: Executive Director  
2700 International Drive, Suite 200  
West Chicago, Illinois 60185  
Email: [mdules@dupageairport.com](mailto:mdules@dupageairport.com)

With a copy to: Schirott, Luetkehans & Garner, LLC  
105 E. Irving Park Road  
Itasca, Illinois 60143  
ATTN: Phillip A. Luetkehans  
Telephone: (630) 773-8500  
Email: [pluekehans@slg-atty.com](mailto:pluekehans@slg-atty.com)

**If to Scannell:** Scannell Properties #371, LLC

8801 River Crossing Blvd., Suite 300  
Indianapolis, IN 46240  
Attn: Drew C. Strobel  
Email: [drews@scannellproperties.com](mailto:drews@scannellproperties.com)

All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of deposit with an overnight courier. All notices personally delivered shall be deemed effectively given on the date of delivery.

**7. Liens.**

(a) DAA shall not permit or suffer any lien to be imposed upon or to accrue against the Parcels or the Easement Areas. DAA shall indemnify, defend and hold harmless Scannell from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of DAA, and, in the event that any such lien shall arise or accrue against the Parcels or the Easement Areas in connection with any labor or services performed or materials furnished by or at the direction of DAA hereunder, DAA shall promptly cause such lien to be released of record by payment thereof or posting of a bond in favor of Scannell which is reasonably satisfactory to Scannell.

(b) Scannell shall not permit or suffer any lien (except for mortgage or financing liens in the ordinary course of business) to be imposed upon or to accrue against the Parcels or the Easement Areas. Scannell shall indemnify, defend and hold harmless DAA from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Scannell, and, in the event that any such lien shall arise or accrue against the Parcels or the Easement Areas in connection with any labor or services performed or materials furnished by or at the direction of Scannell hereunder, Scannell shall promptly cause such lien to be released of record by payment thereof or posting of a bond in favor of DAA which is reasonably satisfactory to DAA.

**8. Release of Claims; Indemnity.**

(a) To the fullest extent permitted by law and except to the extent arising in whole or in part from the negligence or willful misconduct of Scannell, its officers, managers, directors, shareholders, partners, employees, agents, mortgagees, licensees, contractors, tenants, successors, assigns, guests and invitees (collectively, the "Scannell Indemnitees"), DAA assumes sole responsibility (as between the Scannell Indemnitees and DAA) for and hereby releases the Scannell Indemnitees from any and all loss of life, injury to persons or damage to property and any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) (collectively, the "Losses") that arise from or relate to the use of the Easement Areas by DAA, its officers, managers, directors, shareholders, partners, employees, agents, mortgagees, licensees, contractors, tenants, successors, assigns, guests and invitees, and for those claiming by, through, or under any of them (collectively the "DAA Group"). To the fullest extent permitted by law and except to the extent arising in whole or in part from the negligence or willful misconduct of Scannell, DAA hereby agrees to indemnify, defend, save and hold harmless the Scannell Indemnitees from and against any and all Losses which arise from or relate to the use of the Easement Areas by the DAA Group.

(b) To the fullest extent permitted by law and except to the extent arising in whole or in part from the negligence or willful misconduct of DAA, its officers, managers, directors, shareholders, partners, employees, agents, mortgagees, licensees, contractors, tenants, successors, assigns, guests and invitees (collectively the "DAA Indemnitees"), Scannell assumes sole responsibility (as between the DAA Indemnitees and Scannell) for and hereby releases the DAA Indemnitees from any and all Losses that arise from or relate to the use of the Easement Areas by Scannell, its officers, managers, directors, shareholders, partners, employees, agents, mortgagees, licensees, contractors, tenants, successors, assigns, guests and invitees, and for those claiming by, through, or under any of them (collectively the "Scannell Group"). To the fullest extent permitted by law and except to the extent arising in whole or in part from the negligence or willful misconduct of DAA, Scannell hereby agrees to indemnify, defend, save and hold harmless the DAA Indemnitees from and against any and all Losses which arise from or relate to the use of the Easement Areas by the Scannell Group.

9. **Exceptions.** The Easements granted herein shall be subject to all existing covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, conditions shown on any accurate survey of the Easement Areas and rights of any parties which would be revealed by a physical inspection of the Easement Areas.

10. **Eminent Domain.** In the event that any part of the Easement Areas shall be taken by eminent domain or any similar authority of law, the entire award for the value of the land, buildings and improvements so taken shall belong to the owner of such Parcel containing such Easement Area (the "Owner Party"), or to its mortgagees or tenants, as their interests may appear, and the other party (the "Non-Owner Party") shall not claim or have an interest in any portion of such award belonging to the Owner Party, or its mortgagees or tenants, as their interests may appear; provided, however, that the Non-Owner Party may, at its cost and expense, file collateral claims with the condemning authority for its losses and may receive payment if awarded separately and apart from the award made to the Owner Party.

11. **Recording.** Upon execution of this Easement Agreement, the parties shall file this Easement Agreement for recording with the DuPage County Recorder's Office.

12. **Severability.** In the event any term or provisions of this Easement Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Easement Agreement shall not be affected thereby and shall remain valid and in full force and effect.

13. **Governing Law; Venue.** This Easement Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois. Any suit to enforce a party's rights or obligations hereunder shall be brought exclusively in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois and the parties waive any challenge to said jurisdiction and venue.

14. **Enforcement.** In any action to enforce this Easement Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of litigation.

[SIGNATURE AND NOTARY PAGES FOLLOW]

DAA'S SIGNATURE PAGE  
TO  
RECIPROCAL DRAINAGE EASEMENT AGREEMENT

IN WITNESS WHEREOF, DAA has executed this Easement Agreement to be effective as of the Effective Date.

**DAA:**

**DUPAGE AIRPORT AUTHORITY**, an Illinois special district

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ILLINOIS )

) SS:

COUNTY OF DUPAGE )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, as \_\_\_\_\_, and \_\_\_\_\_, as \_\_\_\_\_, of DuPage Airport Authority, an Illinois special district, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ of said special district, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as their own free and voluntary act of said special district, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**SCANNELL'S PARCEL**

Certain real property located in the Northwest Quarter of Section 7, Township 39 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois, as more particularly described as follows:

LOT 17 IN DUPAGE NATIONAL TECHNOLOGY PARK – NORTH ASSESSMENT PLAT LOT 17 OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2019 AS DOCUMENT R2019-043843, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 21.14 ACRES OF VACANT LAND SOUTH OF ROOSEVELT ROAD AT NORTHWEST CORNER OF TECHNOLOGY BOULEVARD AND INNOVATION DRIVE, WEST CHICAGO, IL 60185

P.I.N.: 04-07-102-016-0000 (AFFECTS THE LAND AND OTHER PROPERTY)

**EXHIBIT B**  
**DAA'S PARCEL**

Certain real property located in the Northwest Quarter of Section 7, Township 39 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois, as more particularly described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, PER MONUMENT RECORD R2003-137779; THENCE NORTH 00 DEGREES 02 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER SECTION (BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE NAD-83) 410.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 02 MINUTES 50 SECONDS EAST ALONG SAID WEST LINE 906.76 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION PER QUIT CLAIM DEEDS RECORDED NOVEMBER 21, 2012 AS DOCUMENT NUMBER R2012-165678; THENCE SOUTH 83 DEGREES 02 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 400.65 FEET, SAID LINE ALSO BEING THE SOUTH LINE OF ILLINOIS ROUTE 38 (AKA ROOSEVELT ROAD) FOR THIS AND THE NEXT (4) COURSES; (1) THENCE NORTH 84 DEGREES 43 MINUTES 13 SECONDS EAST 310.43 FEET; (2) THENCE NORTH 05 DEGREES 16 MINUTES 46 SECONDS WEST 50.00 FEET; (3) THENCE NORTH 84 DEGREES 43 MINUTES 13 SECONDS EAST 914.20 FEET; (4) THENCE SOUTH 81 DEGREES 19 MINUTES 46 SECONDS EAST 221.43 FEET TO A POINT ON THE WEST LINE OF LOT 3 IN DUPAGE NATIONAL TECHNOLOGY PARK NORTH ASSESSMENT PLAT LOT 3, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2007 AS DOCUMENT NUMBER R2007-184625; THENCE SOUTH 00 DEGREES 18 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 881.15 FEET TO THE NORTHEAST CORNER OF LOT 2 IN DUPAGE NATIONAL TECHNOLOGY PARK NORTH ASSESSMENT PLAT LOT 2, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 2007 AS DOCUMENT NUMBER R2007-127454; THENCE SOUTH 89 DEGREES 54 MINUTES 51 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 185.89 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 21 DEGREES 08 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 177.30 FEET TO A POINT ON THE NORTHERLY LINE OF INNOVATION DRIVE DEDICATED PER DOCUMENT R2007-131936; THENCE ALONG THE NORTHERLY LINE OF SAID INNOVATION DRIVE FOR THE NEXT (3) COURSES; (1) THENCE NORTHWESTERLY 16.66 FEET ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 750.00 FEET AND WHOSE CHORD BEARS NORTH 62 DEGREES 23 MINUTES 13 SECONDS WEST 16.66 FEET TO A POINT OF COMPOUND CURVE; (2) THENCE NORTHWESTERLY 77.98 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 964.92 FEET AND WHOSE CHORD BEARS NORTH 59 DEGREES 26 MINUTES 08 SECONDS WEST 77.95 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE WESTERLY 799.96 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 495.08 FEET AND WHOSE CHORD BEARS SOUTH 76 DEGREES 35 MINUTES 24 SECONDS WEST 715.73 FEET TO A POINT; THENCE NORTH 52 DEGREES 24 MINUTES 55 SECONDS WEST 291.25 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 10 SECONDS WEST PERPENDICULAR TO THE WEST LINE OF SAID NORTHWEST QUARTER 568.72 FEET, TO THE POINT OF BEGINNING,(EXCEPTING THEREFROM LOT 17 IN DUPAGE NATIONAL TECHNOLOGY PARK - NORTH ASSESSMENT PLAT LOT 17 OF SAID NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5TH, 2019 AS DOCUMENT R2019-043843), IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 18.301 ACRES OR 797,184 SQUARE FEET MORE OR LESS.

COMMON ADDRESS: 18.301 ACRES OF VACANT LAND SOUTH OF ROOSEVELT ROAD AND  
NORTHWEST INNOVATION DRIVE, WEST CHICAGO, IL 60185

PIN: 04-07-102-016 (AFFECTS THE LAND AND OTHER PROPERTY)

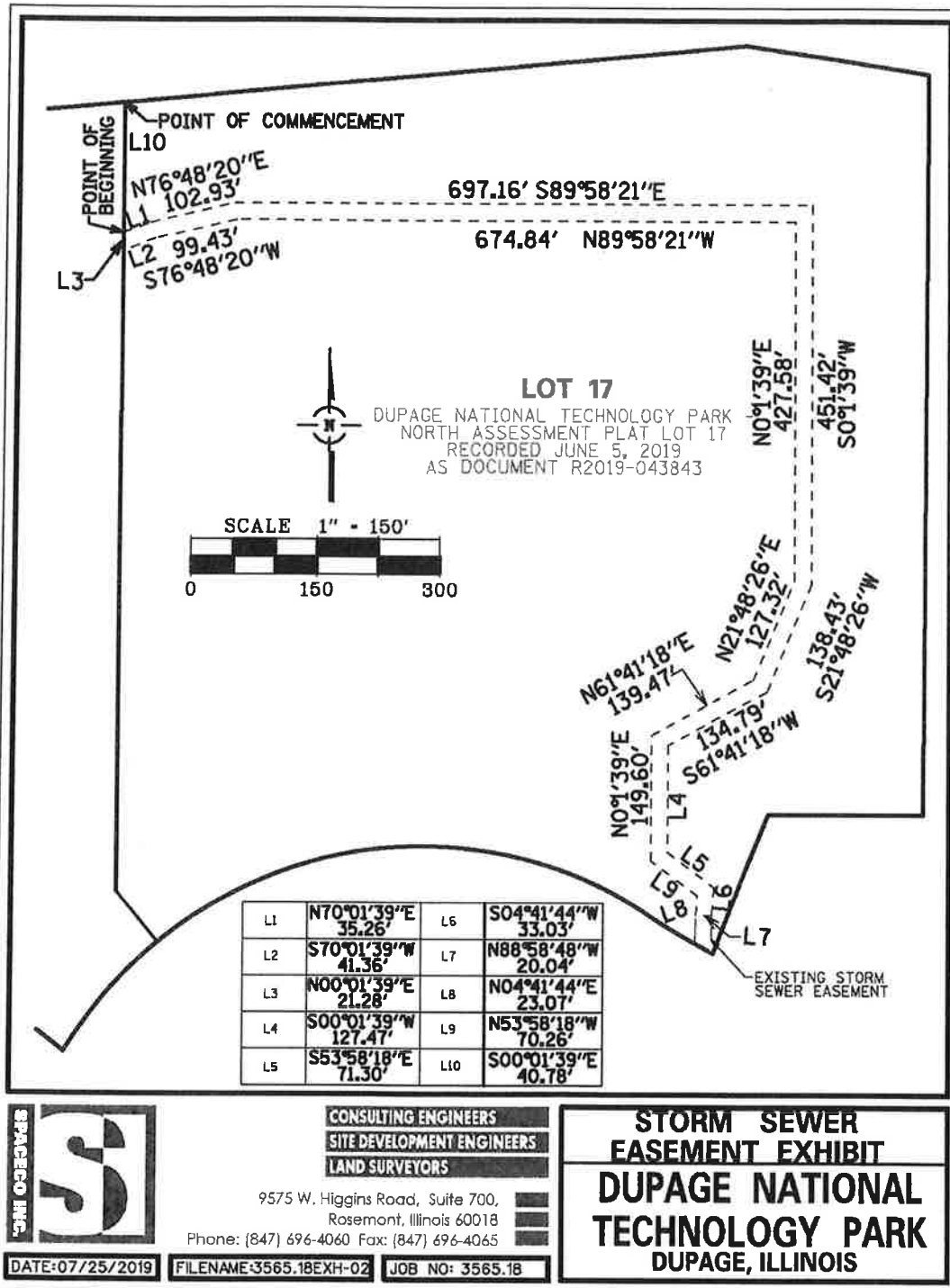
**EXHIBIT C**  
**LEGAL DESCRIPTION OF SCANNELL EASEMENT AREA**

THAT PART OF LOT 17 IN DUPAGE NATIONAL TECHNOLOGY PARK - NORTH ASSESSMENT PLAT LOT 17 OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2019 AS DOCUMENT R2019-043843, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 17; THENCE SOUTH 00 DEGREES 01 MINUTES 39 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 17, A DISTANCE OF 40.78 FEET TO THE POINT OF BEGINNING; THENCE NORTH 70 DEGREES 01 MINUTES 39 SECONDS EAST 35.26 FEET; THENCE NORTH 76 DEGREES 48 MINUTES 20 SECONDS EAST 102.93 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 21 SECONDS EAST 697.16 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 39 SECONDS WEST 451.42 FEET; THENCE SOUTH 21 DEGREES 48 MINUTES 26 SECONDS WEST 138.43 FEET; THENCE SOUTH 61 DEGREES 41 MINUTES 18 SECONDS WEST 134.79 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 39 SECONDS WEST 127.47 FEET; THENCE SOUTH 53 DEGREES 58 MINUTES 18 SECONDS EAST 71.30 FEET; THENCE SOUTH 04 DEGREES 41 MINUTES 44 SECONDS WEST 33.03 FEET TO A POINT ON THE NORTH LINE STORM SEWER EASEMENT GRANTED PER DOCUMENT R2009-108150; THENCE NORTH 88 DEGREES 58 MINUTES 48 SECONDS WEST, ALONG SAID STORM SEWER EASEMENT, 20.04 FEET; THENCE NORTH 04 DEGREES 41 MINUTES 44 SECONDS EAST 23.07 FEET; THENCE NORTH 53 DEGREES 58 MINUTES 18 SECONDS WEST 70.26 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 39 SECONDS EAST 149.60 FEET; THENCE NORTH 61 DEGREES 41 MINUTES 18 SECONDS EAST 139.47 FEET; THENCE NORTH 21 DEGREES 48 MINUTES 26 SECONDS EAST 127.32 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 39 SECONDS EAST 427.58 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 21 SECONDS WEST 674.84 FEET; THENCE SOUTH 76 DEGREES 48 MINUTES 20 SECONDS WEST 99.43 FEET; THENCE SOUTH 70 DEGREES 01 MINUTES 39 SECONDS WEST 41.36 FEET TO A POINT ON THE WEST LINE OF SAID LOT 17; THENCE NORTH 00 DEGREES 01 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE 21.28 FEET; TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 0.814 ACRES OR 35,447 SQUARE FEET MORE OR LESS.

**EXHIBIT D**  
**DEPICTION OF SCANNELL EASEMENT AREA**



**EXHIBIT E**  
**LEGAL DESCRIPTION OF DAA EASEMENT AREA**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 17 IN DUPAGE NATIONAL TECHNOLOGY PARK - NORTH ASSESSMENT PLAT LOT 17, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 2019 AS DOCUMENT R2019-043843; THENCE SOUTH 00 DEGREES 01 MINUTES 39 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 17, A DISTANCE OF 878.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTES 39 SECONDS WEST ALONG SAID WEST LINE 20.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 21 SECONDS WEST 56.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 39 SECONDS WEST 173.69 FEET; THENCE SOUTH 37 DEGREES 35 MINUTES 05 SECONDS WEST 47.82 FEET; THENCE NORTH 52 DEGREES 24 MINUTES 55 SECONDS WEST 20.00 FEET; THENCE NORTH 37 DEGREES 35 MINUTES 05 SECONDS EAST 41.02 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 39 SECONDS EAST 186.89 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 21 SECONDS EAST 76.50 FEET TO A POINT ON SAID WEST LINE ALSO BEING THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 0.134 ACRES OR 5,824 SQUARE FEET MORE OR LESS.

**EXHIBIT F**  
**DEPICTION OF DAA EASEMENT AREA**

