

**DuPAGE AIRPORT AUTHORITY
BOARD OF COMMISSIONERS**

**SPECIAL BOARD MEETING
Monday, August 2, 2021; 8:00 a.m.**

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

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT**
- 4. 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.**
- 5. RECONVENE REGULAR SESSION**
- 6. NEW BUSINESS**
 - a. Proposed Resolution 2021-2459; Approving the Execution of a Vacant Land Agreement with Patriot Developing Group, LLC.**

Approves a Vacant Land Sales purchase agreement with Patriot Developing Group, LLC for an approximate 28-acre parcel in the DuPage Business Center for \$4.75 per square foot.

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 - b. Proposed Resolution 2021-2460; Approving the Execution of a First Amendment to Purchase Agreement with Discovery Drive Investors II, LLC.**

Amends Vacant Land Purchase Agreement to extend inspection period from August 5, 2021, until August 31, 2021.

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- c. **Proposed Resolution 2021-2461; Approving the Execution of a First Amendment to Purchase Agreement with Scannell Properties, LLC.**
Approval of the First Amendment to Vacant Land Purchase with Scannell Properties, LLC extending the inspection period under the Agreement from July 30, 2021, until August 31, 2021.

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- d. **Proposed Ordinance 2021-364; Approving the Execution of an Intergovernmental Agreement with the City of West Chicago, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary District 33, Community High School District 94 and Discovery Drive Investors II, L.L.C. in Regard to a Property Tax Abatement Relative to the Development of the Discovery Drive Investors II, L.L.C. Property.**
Approves the granting of a tax abatement to Discovery Drive Investors II, L.L.C. Abatement is limited to \$4,000,000 over ten years.

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- e. **Proposed Ordinance 2021-365; Providing for Real Estate Tax Abatement.**
Approves submittal of the abatement in Ordinance 2021-364 to the County Clerks of DuPage County.

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7. **OTHER BUSINESS**

8. **ADJOURNMENT**

RESOLUTION 2021-2459
APPROVING THE EXECUTION OF A VACANT LAND PURCHASE AGREEMENT
WITH PATRIOT DEVELOPING GROUP, LLC

WHEREAS, the DuPage Airport Authority owns a certain approximate 28-acre parcel of real property south of Illinois Route 38 (the "Subject Property") in fee simple interest; and

WHEREAS, on November 15, 2017, the Authority declared certain real estate in the DuPage Business Center, including the Subject Property, to be surplus and authorized the publication of a Notice for Public Sale to the general public for the sale of the Subject Property and other real estate in the DuPage Business Center; and

WHEREAS, on November 30, 2017, the Authority offered certain real estate in the DuPage Business Center, including the Subject Property, for sale to the general public by publishing said offer in the Daily Herald and asking for written offers to be received by the Executive Director of the Authority; and

WHEREAS, Patriot Developing Group, LLC has offered to purchase the Subject Property for the sum of \$4.75 per square foot of usable property, subject to the terms contained in the published Notice of Public Sale; and

WHEREAS, the Authority deems it in the best interests of the Authority and the general public to enter into the Vacant Land Purchase Agreement for the Subject Property attached hereto as Exhibit A with Patriot Developing Group.

NOW, THEREFORE, BE IT RESOLVED, THAT: the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director to execute the Vacant Land Purchase Agreement with Patriot Developing Group, LLC, attached hereto and made a part hereof as Exhibit A, and take whatever steps necessary to effectuate the terms of this Vacant Land Purchase Agreement on behalf of the Authority.

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

Karyn M. Charvat	_____	Michael V. Ledonne	_____
Juan E. Chavez	_____	Gregory J. Posch	_____
Stephen L. Davis	_____	Donald C. Sharp	_____
Herbert A. Getz	_____	Daniel J. Wagner	_____
Gina R. LaMantia	_____		

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 2nd day of August, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2021-2459

EXHIBIT A

VACANT LAND PURCHASE AGREEMENT

RESOLUTION 2021-2460
APPROVING THE EXECUTION OF A FIRST AMENDMENT TO
PURCHASE AGREEMENT WITH DISCOVERY DRIVE INVESTORS II, LLC

WHEREAS, the DuPage Airport Authority owns a certain 42.27-acre parcel of real property in the DuPage Business Center between Fabyan Parkway and Illinois Route 38 (the “Subject Property”) in fee simple interest; and

WHEREAS, on January 20, 2021, the Authority and Discovery Drive Investors II, LLC (“Discovery”) entered into a purchase agreement (the “Purchase Agreement”) for the Subject Property; and

WHEREAS, Discovery is seeking an extension under the Purchase Agreement of the Closing Date from August 5, 2021 until no later than August 30, 2021 due to delays in obtaining approval of a tax abatement Intergovernmental Agreement for the Subject Property; and

WHEREAS, the Authority deems it in the best interests of the Authority and the general public to enter into the First Amendment to Purchase Agreement attached hereto as Exhibit A with Discovery.

NOW, THEREFORE, BE IT RESOLVED, THAT: the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director to execute the First Amendment to Purchase Agreement with Discovery Drive Investors II, LLC, attached hereto and made a part hereof as Exhibit A, and take whatever steps necessary to effectuate the terms of this First Amendment to Purchase Agreement on behalf of the Authority.

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

Karyn M. Charvat	_____	Michael V. Ledonne	_____
Juan E. Chavez	_____	Gregory J. Posch	_____
Stephen L. Davis	_____	Donald C. Sharp	_____
Herbert A. Getz	_____	Daniel J. Wagner	_____
Gina R. LaMantia	_____		

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 2nd day of August, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2021-2460

EXHIBIT A

FIRST AMENDMENT TO PURCHASE AGREEMENT

**FIRST AMENDMENT TO
PURCHASE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this "Amendment") is made and entered into as of July __, 2021 (the "First Amendment Effective Date"), by and between the DUPAGE AIRPORT AUTHORITY, an Illinois special district ("Seller"), and DISCOVERY DRIVE INVESTORS II, L.L.C., a Delaware limited liability company ("Purchaser").

RECITALS:

A. Purchaser and Seller are parties to that certain Purchase Agreement dated as of January 20, 2021 (the "Purchase Agreement"), wherein Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, approximately 42.273 acres of land in the DuPage Business Center industrial park, on and subject to the terms set forth in the Purchase Agreement.

B. Purchaser and Seller have agreed to modify the Purchase Agreement as set forth herein to, *inter alia*, extend the Closing Date and make Purchaser's receipt of certain Governmental Approvals a condition precedent to Purchaser's obligation to proceed with Closing.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals set forth above, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Incorporation of Defined Terms. The recital paragraphs set forth above are hereby incorporated as if fully set forth herein. Any capitalized term used but not specifically defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

2. Closing Date. The Closing Date is hereby extended to August 31, 2021.

3. Governmental Approvals. Purchaser's obligation to consummate the transactions contemplated by the Purchase Agreement shall be subject to and conditioned upon Purchaser's receipt, prior to the Closing Date (as extended pursuant to Section 2 of this Amendment), of all economic incentive and real estate tax abatement Governmental Approvals required by Purchaser in connection with its development of the Real Property (the "Economic Incentives Condition"). If the Economic Incentives Condition shall not have been satisfied by the Closing Date, Purchaser may, in its sole discretion by written notice delivered to Seller, elect to (a) terminate the Purchase Agreement on or before the second business day following the Closing Date (as so extended), whereupon the Earnest Money shall be disbursed to Purchaser as provided in the Purchase Agreement, (b) consummate the transactions contemplated by the Purchase Agreement notwithstanding the non-satisfaction of the Economic Incentives Condition, in which event Purchaser shall be deemed to have waived the Economic Incentives Condition, or (c) adjourn the Closing (as so extended) for a period or periods not to exceed thirty (30) days in the aggregate to permit the satisfaction of the Economic Incentives Condition, except that Purchaser may withdraw such election to adjourn at any time prior the satisfaction of the Economic Incentives Condition and elect instead to terminate the Purchase Agreement pursuant to clause (a) above, or proceed with Closing pursuant to clause (b) above.

4. Inspection Period. The Inspection Period has expired and Purchaser has no further right to terminate the Purchase Agreement pursuant to Section 5(c) thereof.

5. Counterparts. This Amendment may be executed in counterparts, all of which, when taken together, shall constitute a fully executed instrument. Any signature to this Amendment produced or

transmitted electronically (including, without limitation in “PDF” format via electronic mail) shall be deemed an original signature and be binding upon the party electronically executing or delivering such counterpart.

6. Entire Agreement. This Amendment, together with the Purchase Agreement, contain the entire integrated agreement between the parties respecting the subject matter of this Amendment and the Purchase Agreement and supersede all prior and contemporaneous understandings and agreements, other than the Purchase Agreement, between the parties respecting the subject matter of this Amendment and the Purchase Agreement. There are no representations, agreements, arrangements or understandings, oral or in writing, between the parties to this Amendment relating to the subject matter of this Amendment or the Purchase Agreement that are not fully expressed in this Amendment or the Purchase Agreement, and no party hereto has relied upon any other such representations, agreements, arrangements or understandings. The terms of this Amendment and the Purchase Agreement are intended by the parties as the final expression of their agreement with respect to those terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous agreement. The parties further intend that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Amendment.

7. Successors and Assigns. Each provision of the Purchase Agreement and this Amendment shall extend to and shall bind and inure to the benefit of Purchaser and Seller, their respective legal representatives, successors and permitted assigns.

8. Authority. Purchaser and Seller each represents and warrants that it has full authority to execute and deliver this Amendment.

9. Ratification. Except as amended hereby, the Purchase Agreement shall remain unchanged and in full force and effect in accordance with its terms, and the Purchase Agreement, as amended hereby, is hereby ratified, adopted and confirmed.

10. Governing Law. This Amendment shall, in all respects, be governed, construed, applied, and enforced in accordance with the laws of the State of Illinois.

[Remainder of page intentionally left blank; Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Purchase Agreement as of the date first above written.

PURCHASER:

DISCOVERY DRIVE INVESTORS II, L.L.C., a
Delaware limited liability company

By: _____
Name: J. Kevin Poorman
Title: President and Assistant Secretary

SELLER:

DUPAGE AIRPORT AUTHORITY, an Illinois
special district

By: _____
Name: _____
Title: _____

RESOLUTION 2021-2461
APPROVING THE EXECUTION OF A FIRST AMENDMENT TO
PURCHASE AGREEMENT WITH SCANNELL PROPERTIES, LLC

WHEREAS, the DuPage Airport Authority owns a certain 30.6-acre parcel of real property in the DuPage Business Center north of Roosevelt Road (Illinois Route 38) (the “Subject Property”) in fee simple interest; and

WHEREAS, on April 1, 2021, the Authority and Scannell Properties, LLC (“Scannell”) entered into a purchase agreement (the “Purchase Agreement”) for the Subject Property; and

WHEREAS, Discovery is seeking an extension of the due diligence period of the Purchase Agreement from July 30 until August 31, 2021 due to delays in obtaining the survey and title commitment for the Subject Property; and

WHEREAS, the Authority deems it in the best interests of the Authority and the general public to enter into the First Amendment to Purchase Agreement attached hereto as Exhibit A with Discovery.

NOW, THEREFORE, BE IT RESOLVED, THAT: the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director to execute the First Amendment to Purchase Agreement with Scannell Properties, LLC, attached hereto and made a part hereof as Exhibit A, and take whatever steps necessary to effectuate the terms of this First Amendment to Purchase Agreement on behalf of the Authority.

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

Karyn M. Charvat	_____	Michael V. Ledonne	_____
Juan E. Chavez	_____	Gregory J. Posch	_____
Stephen L. Davis	_____	Donald C. Sharp	_____
Herbert A. Getz	_____	Daniel J. Wagner	_____
Gina R. LaMantia	_____		

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 2nd day of August, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

EXHIBIT A

FIRST AMENDMENT TO PURCHASE AGREEMENT

FIRST AMENDMENT TO VACANT LAND PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO VACANT LAND PURCHASE AGREEMENT (the "Amendment"), is made effective as of August 3, 2021 (the "Amendment Date"), by and between **DUPAGE AIRPORT AUTHORITY**, an Illinois special district ("Seller"), and **SCANNELL PROPERTIES, LLC**, an Indiana limited liability company, or its assigns ("Purchaser"). The following recitals are a material part of this Amendment:

A. Purchaser and Seller are parties to that certain Vacant Land Purchase Agreement dated as of April 1, 2021 (the "Agreement"), pursuant to which Seller agreed to sell and Purchaser agreed to purchase certain real estate containing approximately 30.6 acres of land located in the DuPage Business Center in the City of West Chicago, DuPage County, Illinois, as more particularly described in the Agreement (the "Property").

B. On or about July 27, 2021, Seller and Purchaser agreed via email to extend the Inspection Period to August 2, 2021.

C. Seller and Purchaser now desire to amend the Agreement in certain respects as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained in this Amendment and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller and Purchaser each hereby agree that the Agreement is hereby amended as follows:

1. Notwithstanding the provisions of Section 5 of the Agreement to the contrary, the Inspection Period is hereby extended to August 31, 2021. For purposes of clarification, Purchaser shall retain its right to exercise the Extension as provided in Section 5(b) of the Agreement.

2. All of Purchaser's rights and obligations tied to the Inspection Period, including without limitation: (a) Purchaser's right to provide Seller with notice of objections to the Title Documents and the Survey; and (b) Purchaser's right to terminate the Agreement prior to the Inspection Period and receive a refund of the Earnest Money, are hereby extended automatically in accordance with Section 1 of this Amendment.

3. Terms used, but not defined, in this Amendment shall have the same meaning ascribed to such terms in the Agreement.

4. Except as expressly modified or amended by this Amendment, all terms, conditions, and provisions of the Agreement, are hereby ratified and confirmed and shall remain in full force and effect; provided, however, that any other provision of the Agreement shall be deemed modified if and as necessary to give practical effect to the provisions of this Amendment. To the extent that the terms and provisions of this Amendment conflict with the Agreement, the terms and provisions of this Amendment shall control.

5. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties agree that signatures transmitted by facsimile or scanned and e-mailed shall have the legal effect of original signatures. At the request of either party, the parties shall promptly exchange executed original counterparts of this Amendment.

TO INDICATE THEIR AGREEMENT TO THE FOREGOING, the parties, by their authorized representatives or officers, have executed this Amendment to be effective as of the Amendment Date.

SELLER:

PURCHASER:

DUPAGE AIRPORT AUTHORITY,
An Illinois Special District

SCANNELL PROPERTIES, LLC,
an Indiana limited liability company

By: _____
Mark K. Doles, Executive Director

By: _____
Marc D. Pflieger, Manager

Attest:

By: _____
Name: _____
Title: _____

ORDINANCE 2021-364

APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WEST CHICAGO, WEST CHICAGO LIBRARY DISTRICT, WEST CHICAGO FIRE PROTECTION DISTRICT, WEST CHICAGO ELEMENTARY DISTRICT 33, COMMUNITY HIGH SCHOOL DISTRICT 94 AND DISCOVERY DRIVE INVESTORS II, L.L.C. IN REGARD TO A PROPERTY TAX ABATEMENT RELATIVE TO THE DEVELOPMENT OF THE DISCOVERY DRIVE INVESTORS II, L.L.C. PROPERTY

WHEREAS, the DuPage Airport Authority (the “Authority”) owns a certain 42.273-acre parcel of real property (the “Subject Property”) in fee simple interest and has entered into a Vacant Land Purchase Agreement for the sale of the Subject Property to Discovery Drive Investors II, L.L.C. (“Discovery”); and

WHEREAS, in order to induce Discovery to develop the Subject Property, the City of West Chicago, the Authority, the West Chicago Library District, the West Chicago Fire Protection District, the West Chicago Elementary District 33 and the Community High School District 94 (collectively the “Units of Local Government”) agree to provide Discovery with a partial real estate tax abatement in regard to certain of the real estate taxes assessed by the Units of Local Government against the Subject Property pursuant to 35 ILCS 200/18-165; and

WHEREAS, the Authority deems it in the best interests of the Authority and the general public to enter into the Intergovernmental Agreement attached hereto as Exhibit A with Discovery and the other Units of Local Government to provide a partial real estate tax abatement in regard to certain of the real estate taxes assessed by the Units of Local Government against the Subject Property, subject to certain conditions as set forth in the Intergovernmental Agreement.

NOW, THEREFORE, BE IT ORDAINED THAT: the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director to execute the Intergovernmental Agreement with Discovery Drive Investors II, L.L.C., the City of West Chicago, the West Chicago Library District, the West Chicago Fire Protection District, the West Chicago Elementary District 33 and the Community High School District 94 in the form attached hereto and made a part hereof as Exhibit A, and take whatever steps necessary to effectuate the terms of this Intergovernmental Agreement on behalf of the Authority.

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

Karyn M. Charvat _____
Juan E. Chavez _____
Stephen L. Davis _____
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
2nd day of August, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

ORDINANCE 2021-364

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

ORDINANCE 2021-365
ORDINANCE PROVIDING FOR REAL ESTATE TAX ABATEMENT

WHEREAS, the Illinois Property Tax Code, 35 ILCS 200/18-165, authorizes any taxing district to abate its taxes in relation to a specific property; and

WHEREAS, in “An Intergovernmental Agreement Between the City of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94 and Discovery Drive Investors II, L.L.C. in Regard to a Property Tax Abatement Relative to the Development of the Subject Property,” (“IGA”), the Board of Commissioners of the DuPage Airport Authority previously determined it to be in its best interests to abate a portion of its taxes on the real estate legally described in **Exhibit 1**, attached hereto and made a part hereof (“Subject Property”), in order to encourage a commercial firm to redevelop the Subject Property; and

WHEREAS, the conditions of the IGA for the abatement of a portion of the taxes on the Subject Property have been met; and

WHEREAS, in the IGA, this Board of Commissioners previously determined such abatement of taxes to be in the best interests of its tax payers in order to encourage a commercial firm to redevelop the Subject Property, increase the tax base, and increase employment opportunities; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the DuPage Airport Authority, as follows:

Section 1. The Board of Commissioners of the DuPage Airport Authority hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does now incorporate the same herein by reference.

Section 2. The County Clerk of DuPage County, Illinois is hereby ordered to abate the real estate taxes to be extended on the Subject Property, on behalf of the DuPage Airport Authority according to the rate set forth in Section 3 below, but excluding any levy or levies for debt service (“Abatement Rate”), commencing at the start of the next calendar year after the year in which this Ordinance is passed. However, in no event shall the aggregate abatement of real estate taxes levied against the Subject Property by the DuPage Airport Authority, together with real estate taxes levied against the Subject Property and abated in previous and future years by all other taxing districts, exceed the total of Four Million and No/100 Dollars (\$4,000,000.00).

Section 3. The Abatement Rate shall be Forty Percent (40%) of the real estate taxes to be extended on the Subject Property on behalf of the DuPage Airport Authority.

Section 4. The Chairman and Secretary of the DuPage Airport Authority are hereby authorized and directed to execute this Ordinance and cause a certified copy of the same to be filed with the County Clerk of DuPage County, Illinois.

Section 5. This Ordinance shall be in full force and effect upon its adoption and publication.

PASSED this 2nd day of August, 2021 by the Corporate Authorities of the DuPage Airport Authority on a roll call vote as follows:

Karyn M. Charvat	_____	Michael V. Ledonne	_____
Juan E. Chavez	_____	Gregory J. Posch	_____
Stephen L. Davis	_____	Donald C. Sharp	_____
Herbert A. Getz	_____	Daniel J. Wagner	_____
Gina R. LaMantia	_____		

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 2nd day of August, 2021.

CHIARMAN

(ATTEST)

SECRETARY

ORDINANCE 2021-365

EXHIBIT 1

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

COMMENCING AT THE SOUTHEAST CORNER OF LOT 8 OF DUPAGE NATIONAL TECHNOLOGY PARK NORTH ASSESSMENT PLAT LOT 8, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2007 AS DOCUMENT NUMBER R2007-184626; THENCE NORTH 05 DEGREES 33 MINUTES 38 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 999.83 FEET TO A BEND POINT; THENCE NORTH 00 DEGREES 18 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE 78.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF DISCOVERY DRIVE DEDICATED PER DOCUMENT R2007-131936; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY FOR THE NEXT 3 COURSES; (1) THENCE EASTERLY 255.96 FEET ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 1100.00 FEET AND WHOSE CHORD BEARS SOUTH 80 DEGREES 16 MINUTES 10 SECONDS EAST 255.38 FEET TO A POINT OF COMPOUND CURVATURE; (2) THENCE SOUTHEASTERLY 314.58 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 1264.92 FEET AND WHOSE CHORD BEARS SOUTH 66 DEGREES 28 MINUTES 43 SECONDS EAST 313.77 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE EASTERLY 872.37 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 660.08 FEET AND WHOSE CHORD BEARS NORTH 82 DEGREES 47 MINUTES 04 SECONDS EAST 810.26 FEET TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTHERLY 555.19 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT (ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF SAID DISCOVERY DRIVE) HAVING A RADIUS OF 660.08 FEET AND WHOSE CHORD BEARS NORTH 20 DEGREES 49 MINUTES 40 SECONDS EAST 538.97 FEET TO THE SOUTH WEST CORNER OF DUPAGE NATIONAL TECHNOLOGY PARK NORTH ASSESSMENT PLAT LOT 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2006 AS DOCUMENT NUMBER R2006-177460 AND CERTIFICATE OF CORRECTION RECORDED MAY 7, 2007 AS DOCUMENT NUMBER R2007-085468; THENCE EAST AND NORTHEAST ALONG THE SOUTHERLY LINE OF SAID LOT 1 FOR THE NEXT 3 COURSES; (1) THENCE NORTH 87 DEGREES 07 MINUTES 38 SECONDS EAST 119.04 FEET; (2) THENCE EASTERLY 79.78 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 138.50 FEET AND WHOSE CHORD BEARS NORTH 70 DEGREES 37 MINUTES 34 SECONDS EAST 78.68 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 54 DEGREES 07 MINUTES 28 SECONDS EAST 572.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 40 DEGREES 03 MINUTES 09 SECONDS EAST 1190.83 FEET TO A POINT ON THE WEST LINE OF VACATED

MCCHESENEY ROAD PER DOCUMENT R1995-177561; THENCE SOUTH 01 DEGREES 26 MINUTES 47 SECONDS WEST ALONG SAID WEST LINE 1167.52 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FABYAN PARKWAY (AKA BARTON ROAD AND DUPAGE COUNTY HIGHWAY 21); THENCE NORTH 85 DEGREES 57 MINUTES 05 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE 533.17 FEET TO THE SOUTHEAST CORNER OF DUPAGE NATIONAL TECHNOLOGY PARK NORTH ASSESSMENT PLAT LOT 5, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2007 AS DOCUMENT NUMBER R2007-184620; THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SAID LOT 5 FOR THE NEXT 6 COURSES; (1) THENCE NORTH 02 DEGREES 59 MINUTES 59 SECONDS EAST 336.00 FEET TO A POINT ON A NON-TANGENT CURVE; (2) THENCE NORTHWESTERLY 342.14 FEET ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 196.00 FEET AND WHOSE CHORD BEARS NORTH 37 DEGREES 59 MINUTES 19 SECONDS WEST 300.33 FEET TO A POINT OF REVERSE CURVE; (3) THENCE NORTHWESTERLY 111.72 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 70.00 FEET AND WHOSE CHORD BEARS NORTH 33 DEGREES 42 MINUTES 05 SECONDS WEST 100.23 FEET TO A POINT OF COMPOUND CURVATURE; (4) THENCE WESTERLY 287.73 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 390.00 FEET AND WHOSE CHORD BEARS SOUTH 79 DEGREES 26 MINUTES 30 SECONDS WEST 281.25 FEET TO A POINT OF COMPOUND CURVATURE; (5) THENCE SOUTHWESTERLY 81.10 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 95.00 FEET AND WHOSE CHORD BEARS SOUTH 33 DEGREES 50 MINUTES 59 SECONDS WEST 78.66 FEET TO A POINT OF REVERSE CURVATURE; (6) THENCE SOUTHERLY 143.18 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 795.00 FEET AND WHOSE CHORD BEARS SOUTH 14 DEGREES 33 MINUTES 09 SECONDS WEST 142.98 FEET TO A POINT; THENCE NORTH 04 DEGREES 02 MINUTES 55 SECONDS EAST 135.39 FEET; THENCE NORTH 06 DEGREES 48 MINUTES 31 SECONDS EAST 202.87 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 190.62 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 182.00 FEET AND WHOSE CHORD BEARS NORTH 23 DEGREES 11 MINUTES 46 SECONDS WEST 182.03 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 61 DEGREES 22 MINUTES 11 SECONDS WEST 427.37 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 14.98 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 48.50 FEET AND WHOSE CHORD BEARS NORTH 52 DEGREES 31 MINUTES 20 SECONDS WEST 14.92 FEET TO A POINT OF TANGENCY; THENCE NORTH 43 DEGREES 40 MINUTES 30 SECONDS WEST 71.53 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 42.273 ACRES OR 1,841,392 SQUARE FEET MORE OR LESS.

PINS:

04-07-400-004 (ALL)

04-07-400-024 (PORTION)