

**DuPAGE AIRPORT AUTHORITY
BOARD OF COMMISSIONERS**

**SPECIAL BOARD MEETING
Wednesday, February 11, 2015; 3:00 p.m.**

**DuPage Flight Center
1st Floor Conference Room
2700 International Drive
West Chicago, Illinois 60185**

AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. NEW BUSINESS

a. Proposed Resolution 2015-1910; Authorizing the Modification of Compensation Rates for Fire Protection Services.

Approves an increase in the cost for Aircraft Rescue and Firefighting (ARFF) services provided by West Chicago Fire Protection District on a 24/7/365 basis through an existing Intergovernmental Agreement. Current monthly fees increased from \$30,334 to \$34,461 for the period of July 1, 2014 through May 31, 2015 and \$35,459 for the period of June 1, 2015 through December 31, 2015.

TAB #1 PAGE #3

b. Proposed Resolution 2015-1911; Authorizing the Execution of an Amendment to Task Order 18 with CH2M Hill for Transient Hangar Bridging Document Preparation.

Approves a \$71,000 increase to CH2M Hill Task Order 18 – Transient Hangar Design-Build Bridging Document Preparation. The amended total design fee is \$184,000. Such increase is necessary due to major design changes: including site work, clear span and roof lines.

TAB #2 PAGE #5

c. Proposed Resolution 2015-1913; Award of Contract for the Prairie Landing Golf Club Bunker Refinement Project Phase II.

Approves a Contract for completion of the Prairie Landing Golf Course Bunker Refinement Project. Scope of work includes approximately 57,400 square feet of sod removal, soil preparation of 2.25 acres, sod installation of 2.25 acres, shaping and tee construction. Sealed bids due on 2/6/15, recommendation of award provided under separate cover.

TAB #3 PAGE #15

Materials Provided Under Separate Cover

d. Proposed Resolution 2015-1914; Authorizing the Execution of a Contract with Huddleston McBride Land Drainage Services for Farm Tile Drainage Investigation and Repairs – Phase II.

Approves a Contract for agricultural drain tile repairs on the southwest and southeast airfield farm parcels and north farm parcel. Total authorized construction cost of \$37,664.00 including a 7% owner's contingency.

TAB #4 PAGE #16

e. Proposed Resolution 2015-1915; Authorizing the Execution of a Plat of Assessment.

Authorizing the Executive Director to execute the Kress Creek Flood Control Reservoir Assessment Plat to subdivide the property comprising the Kress Creek Flood Control Reservoir from the remainder of the parcel on which it was constructed.

TAB #5 PAGE #20

f. Proposed Resolution 2015-1916; Approving CenterPoint Properties Trust Offer to Purchase Authority Real Property.

Approves a Contract for the sale of 14.55 acres of Authority land in the DuPage Business Center known as 2500 Enterprise Circle, West Chicago, Illinois to CenterPoint Properties Trust for the sum of \$1,870,194.00, and granting an option to CenterPoint to purchase 10.51 acres at the price of \$1,350,699.00

TAB #6 PAGE #23

g. Proposed Resolution 2015-1917; Authorizing the Execution of an Intergovernmental Agreement with the Illinois Department of Transportation for the Sale of Certain Real Property and Grant of Temporary Construction Easements.

Authorizes the execution of an Intergovernmental Agreement with the Illinois Department of Transportation for the sale of 1.771 acres of Authority land near the intersection of Illinois Rt. 64 (North Avenue) and Powis Road for the sum of \$396,605 and grants to the Illinois Department of Transportation four temporary construction easements totaling 1.039 acres of land for the sum of \$6,100.


TAB #7 PAGE #56

- 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. ADJOURNMENT**



DUPAGE AIRPORT AUTHORITY

TO: DuPage Airport Authority Board of Commissioners

FROM: David Bird 
Executive Director

RE: Proposed Resolution 2015-1910; Authorizing the Execution of the Modification of Compensation Rates for Fire Protection Services

DATE: February 4, 2015

SUMMARY:

In 2009 the DuPage Airport Authority entered into an Intergovernmental Agreement with the West Chicago Fire Protection District to provide aircraft rescue and firefighting (ARFF) services on a 24/7/365 basis. Under the terms of the IGA it was understood that labor agreement with the collective bargaining unit representing the WCFPD expired on June 20, 2012, and that the costs going forward would be based on the rates contained in the new labor contract.

The DAA currently pays \$30,334 per month for ARFF services. Under the new contract the cost increases June 1, 2014 through May 31, 2015 to \$34,461 per month, and \$35,459 per month for the period June 1, 2015 through December 31, 2015.

Due to the resignation of the WCFPD Fire Chief approximately a year ago, and the process of recruiting and selecting a new Fire Chief, the process of approving and implementing the new rates has been delayed until now. However, during this interim process, the level of service remained high. In addition, now that the new Fire chief is in place, we will begin negotiations with the WCFPD on an extension of the IGA.

COMMITTEE/BOARD ACTION:

None

REVENUE OR FUNDING IMPLICATIONS:

Funds are available within the FY-2015 budget for this purpose.

STAKEHOLDER PROCESS:

N/A

LEGAL REVIEW:

The Amendment to the Contract will be reviewed and approved by Phil Luetkehans prior to execution.

ATTACHMENTS:

Proposed Resolution 2015-1910; Authorizing the Execution of the Modification of Compensation Rates for Fire Protection Services

ALTERNATIVES:

None

RECOMMENDATION: I recommend approving Proposed Resolution 2015-1910.

RESOLUTION 2015-1910

Authorizing the Modification of Compensation Rates for Fire Protection Services

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 authorizes units of local government to cooperate with each other in order to accomplish common goals and objectives;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) provides that any power or powers, the privilege or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency;

WHEREAS, the Authority has previously entered into an Intergovernmental Agreement (the "IGA") with the West Chicago Fire Protection District (the "WCFPD") for fire protection services, the license of fire protection equipment and lease of a fire station;

WHEREAS, the IGA, which runs through December 31, 2015, provides, *inter alia*, that the Authority shall make monthly payments to the WCFPD based upon labor costs incurred by the WCFPD;

WHEREAS, a new labor contract was recently entered into by the WCFPD;

WHEREAS, based upon the new labor contract rates, the monthly payments sought by the WCFPD for the period from June 1, 2014 to May 31, 2015 are \$34,461 and are \$35,459 for the period from June 1, 2015 to December 31, 2015; and

WHEREAS, the Authority finds these amounts reasonable and deems it to be in the best interest of the Authority to agree to the new labor costs.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird, to agree in writing to the new labor costs set forth above and to take whatever steps necessary to effectuate the terms of said IGA on behalf of the Authority.

This resolution shall be in full force and effective immediately upon its adoption and approval.

Juan E. Chavez _____
Stephen L. Davis _____
Charles E. Donnelly _____
Peter H. Huizenga _____

Gina R. LaMantia _____
Michael V. Ledonne _____
Gregory J. Posch _____
Daniel J. Wagner _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 11th day of February, 2015.

CHAIRMAN

(ATTEST)

SECRETARY



TO: Board of Commissioners
FROM: Mark Doles *MD*
Director, Aviation Facilities and Properties
THROUGH: David Bird *DB*
Executive Director

RE: Authorization of Proposed Resolution 2015-1911; Authorizing the Execution of an Amendment to Task Order with CH2M Hill for Transient Hangar Bridging Document Preparation.

DATE: February 4, 2015



SUMMARY:

This is a proposed amendment to an existing Task Order with CH2M Hill to provide documentation to assist in the design and construction of a new transient hangar for the Airport Authority.

Previously, the Board approved Resolution 2014-1827, authorizing a Task Order with CH2M Hill for Transient Hangar Bridging Document Preparation in the amount of \$113,000. A copy of the original memo to the Board detailing this project is attached for your review.

The previously approved Task Order would provide the Airport Authority with detailed documentation to be used to procure a new transient hangar utilizing the Design/Build delivery method. The location of the hangar will be directly south of the Flight Center building with the hangar door on the Flight Center apron.

A project team comprised of DAA Staff and CH2M Hill collaborated extensively over the past year. This process has developed a hangar that is functional now and accommodates future corporate aircraft, yet incorporates design elements that complement the Flight Center building. As the design process unfolded, it became apparent that several major elements; including clear span, roof lines and site work required would expand the scope of the project.

After extensive research and design relating to this proposed hangar, additional fee has been requested by CH2M Hill to finalize the bridging documents.

Due to several major design changes and an overall increase in budget to \$10M, CH2M Hill has requested an additional \$71,000 in fees to complete the documents.

The major design issues that are precipitating the requested increase in fees are as follows:

- Single Span
- Flight Center Apron Impacts
- Architectural Features
- Site Location

Included in the attached proposed amendment is a Technical Memorandum detailing the design items listed and their impact on the requested additional fee. Further, Michael Vonic, from CH2M Hill will be at the meetings to provide details and discuss each of the design items.

As discussed in the original Board memo, the normal fee for this type of task is two to three percent of total construction budget. Utilizing this range of 2-3%, and the revised construction budget of \$10M, the anticipated fee would be \$200,000- \$300,000.

The original Task Order was for \$113,000 (2.26% of the original anticipated construction budget of \$5M).

This proposed amendment, if approved, will result in a total fee for this task of \$184,000, or 1.84% of the anticipated construction cost.

PREVIOUS COMMITTEE/BOARD ACTION:

March 19, 2014 Board approved Resolution 2014-1827; Authorizing the Execution of a Task Order with CH2M Hill for Transient Hangar Bridging Document Preparation

REVENUE OR FUNDING IMPLICATIONS:

The budget for this project is now \$10M and is included in the approved 2015 Capital Budget. Expenses related for this task order will be charged to the project.

STAKEHOLDER PROCESS:

Not applicable.

LEGAL REVIEW:

Legal counsel has previously reviewed the Master Agreement to which the existing Task Order and proposed amendment with CH2M Hill will apply.

ATTACHMENTS:

- Proposed Amendment 1 to CH2M Hill Task Order for Hangar Bridging Document
- March 19, 2014 Board Meeting memo detailing original Task Order authorization
- Proposed Resolution 2015-1911; Authorizing the Execution of an amendment to Task Order with CH2M Hill for Transient Hangar Bridging Document Preparation

ALTERNATIVES:

The Committee/Board can deny, modify or amend this issue.

RECOMMENDATION:

It is the recommendation of the Executive Director and staff that the Board approves Resolution 2015-1911; at the February 11, 2015 Board meeting.



CH2M HILL, Inc.

8735 W. Higgins Road

Suite 400

Chicago, IL

60631-2801

Tel 773.693.3809

Fax 773.693.3823

January 16, 2015

Mr. David Bird
DuPage Airport Authority
2700 International Drive, Suite 200
West Chicago, IL 60185-1658

Subject: Master Agreement for On-Call Engineering Consultant Capital Program
Management - Task Order 18 for Hangar Bridging Document - Amendment 1

Dear Mr. Bird:

CH2M HILL, Inc. is submitting its first amendment to the Eighteenth task order for the On-Call Engineering Consultant Capital Management Program. The scope and cost proposal for Task Order 18 - Hangar Bridging Document - Amendment 1 is included. The total, not to exceed, amount of the services is \$71,000.00. In order to provide the best value to the DuPage Airport Authority, CH2M HILL, Inc. prepared the Task Order 18 proposal based on the following assumptions:

1. The fee estimate contained herein is based on the professional services scope of work as described in more detail in the attached "Amendment #1 to Professional Engineering Agreement" memo.

CH2M HILL, Inc. appreciates the opportunity to propose an amendment on this project, and we look forward to a continued, successful relationship with the DuPage Airport Authority. Please feel free to contact Michael Vonic at (312) 972-1680 at any time concerning this contract and proposal, or for any other information you require.

Sincerely,

A handwritten signature in blue ink that reads "Michael Vonic".

Michael Vonic, P.E.
Senior Project Manager and DuPage Client Service Manager

/encl Task Order 18 - Amendment 1 Authorization
Memo - "Amendment #1 to Professional Engineering Agreement" - Hangar Bridging
Document
Amendment 1 Fee

cc: William Peduzzi / PGH
Brad Heimlich / MKE

Authorization – Task Order 18, Amendment 1

This Task Order is issued pursuant to the Standard Master Agreement for Professional Services dated: June 5, 2012

On-Call Engineering Consultant Capital Program Management

Task Order 18, Amendment 1

Hangar Bridging Document – Amendment 1

Specific Services: As delineated with Attachment A – Scope, Schedule and Fee

Compensation Provisions: Compensation is based on cost reimbursable terms in accordance with the direct labor rates, indirect overhead rate and percent fee delineated within Attachment A.

Work Schedule: Work under this Task Order shall be completed in accordance with the scheduled described within Attachment A and this Task Order shall terminate following completion and final payment for the work, from the notice to proceed to May 30, 2015, unless extended with an authorized change order.

The Authorized Representatives designated below are authorized to act with respect to the Task Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives.

DuPage Airport Authority
Client
David Bird, Executive Director
Name
2700 International Drive West Chicago, IL 60185
Address
630-208-6190
Phone

CH2M HILL, Inc
Consultant
Michael Voinc, P.E.
Name
8735 W. Higgins Rd., Suite 400 Chicago, IL 60631
Address
312-972-1680
Phone

This Task Order 18, Amendment 1 is effective this _____

Accepted for Client - DuPage Airport Authority
Signature
Name
Title

Accepted for CH2M HILL, Inc.
Signature
Linda Pilecky, P.E.
Name
Vice President
Title

DuPage Airport Hangar Bridging Document - Amendment 1, Rev. 2

TO: DuPage Airport Authority (DAA)

FROM: Johnny Jackson/CHI

DATE: 16 January 2015

PROJECT NUMBER: 423006.18.TH.01

Purpose

In the first quarter of 2014, The DuPage Airport Authority of West Chicago, Illinois requested that CH2M HILL develop bridging documents for the construction of an Executive Hangar. During the early design milestone meetings, a couple of major design issues were discovered which impacted the original design understanding and planning. Those issues are detailed in the next section. Thusly, this memo describes the need for additional design funding in order for our design team to finalize the bridging documents.

Background

The Executive Hangar was expected to cost approximately \$5M to construct based on airport historical hangar construction costs. However, after more precise design development, inclusive of general inflation from the historical hangar construction costs, the construction estimate for the hangar doubled.

There were several factors for the increased cost of the hangar from previous hangars built at the airport. Listed below are those factors along with a brief explanation as to why the design elements are being included with this hangar project when compared to past hangars projects. Subsequently, the design level of effort increased due to these factors resulting in the need for additional funding to finalize the bridging documents. The anticipated hours and cost for each design element is outlined below as well.

- 1) Single Span - The past airport hangars were traditional pre-fab style hangars and had a central column to support the roofline. The request of the airport authority for a single span structure in order to provide more flexibility in storing aircraft required a more robust steel framing design.

Job Title	Hours
Structural Engineer	50
Architectural Engineer	50
Mechanical Engineer	60
<i>Total Cost</i>	<i>\$22,828.86</i>

- 2) Flight Center Apron - is semi-circular and required a unique grading layout for conveyance of water to avoid large areas of standing water. The grading impacts to

the apron necessary to support the hangar size, location and orientation where not original contemplated in the original engineering budget submitted.

Job Title	Hours
Civil Engineer	160
Architectural Engineer	40
<i>Total Cost</i>	<i>\$27,855.70</i>

- 3) Architectural Features - Unlike the previous hangars built, the location of this hangar will be in direct view of arriving aircraft and the features were requested to complement, but not overshadow the existing Flight Center Building. As such, the building skin, windows, glazing, roof (wave style) were all features that were necessary to achieve this goal.

Job Title	Hours
Structural Engineer	40
Architectural Engineer	40
<i>Total Cost</i>	<i>\$12,775.18</i>

- 4) Site location - the airport sites for the previous hangars were all designed to support those hangars utility requirements, parking, orientation and aircraft egress/ingress. The site for this hangar requires modifications to existing land usages to accommodate both the new hangar needs as well as the old.

Job Title	Hours
Civil Engineer	24
Architectural Engineer	16
Electrical Engineer	20
<i>Total Cost</i>	<i>\$7,540.26</i>

Conclusion

CH2M HILL is requesting the DuPage Airport Authority consider amending the original design fee by \$71,000. This fee increase includes the anticipated hours above, funding increase for d'Escoto, Inc. (cost estimating/front end documents) and travel/printing costs. This will increase the total design fee to \$184,000.

EXHIBIT II, Task Order #18 DuPage Airport Authority COST BREAKDOWN

NAME OF FIRM			
CH2M HILL Inc. 8735 W. Higgins Road; Suite 400; Chicago, IL 60631			
PROJECT NUMBER(S) AND DESCRIPTION			DATE
Task Order #18, Bridging Document for New Hangar - Amendment 1			January 16, 2015
I. DIRECT COSTS			
Work Classification	No. Hours	Rate / Hour	Total
2. Senior Consultant	0	\$ 89.18	\$ -
5. Senior Engineer	60	\$ 71.88	\$ 4,312.80
6. Engineer	140	\$ 58.69	\$ 8,216.60
7. Junior Engineer	48	\$ 38.49	\$ 1,847.52
8. Senior Technician	240	\$ 49.23	\$ 11,815.20
9. Technician	12	\$ 35.35	\$ 424.20
12. Office	0	\$ 31.97	\$ -
13.			
14. Total Labor Hours	500		
TOTAL OF SECTION I			\$ 26,616.32
II. IN-HOUSE REPRODUCTION COSTS			\$ -
III. MATERIALS AND SUPPLIES (Not included in G&A Costs)			\$ -
IV. INDIRECT COSTS (Furnish details)			
1. Overhead on Direct Labor - Percentage		111.71%	\$ 29,733.09
2. General and Administrative Costs (% Direct Labor)		0.00%	\$ -
A. Profit - % of All above Direct and Indirect Costs		12.00%	\$ 6,761.93
TOTAL OF SECTION IV			\$ 36,495.02
V. TOTAL OF SECTIONS I, II, III AND IV			\$ 63,111.34
VI. REIMBURSABLE ITEMS			
Ardmore - Survey			\$ -
Ardmore - Design / Constructability Support			
d'Escoto - Cost Estimating and Scheduling			\$ 5,000.00
Everest - Geotech			\$ -
Asset - Safety Phasing			\$ -
Travel and Housing			\$ 2,888.66
TOTAL OF SECTION VI			\$ 7,888.66
VII. PROPOSAL (TOTAL OF SECTIONS V AND VI)			\$ 71,000.00
REMARKS (Identify by Section and Item Number, if applicable, if additional space is required, use separate blank sheet of paper.)			
Labor rates are effective as of April 2014.			
Labor hours are estimated, not to be construed as maximum or minimum for any given labor category.			
The proposed total represents a not to exceed amount.			



TO: Board of Commissioners

FROM: Mark Doles
Director, Aviation Facilities and Properties

THROUGH: David Bird
Executive Director

RE: Authorization of Proposed Resolution 2014-1827; Authorizing the Execution of a Task Order with CH2M Hill for Transient Hangar Bridging Document Preparation.

DATE: March 12, 2014



SUMMARY:

The 2014 DuPage Airport Authority (“DAA”) Capital Budget contains a project to construct a new transient hangar for aircraft storage and ground support equipment for the Flight Center operation. This project is required due to limited “high-tail” hangar space due to the leasing of existing facilities and an increase in the number of based aircraft that are now utilizing space previously designated for transient aircraft.

The proposed location for this hangar is on the south side of the main Flight Center ramp with direct aircraft access to and from this location (please see attached exhibit).

Previously, the DAA successfully utilized the Design/Build method for the delivery and construction of numerous hangar facilities. Staff is desirous of utilizing this delivery method again for this project. Design/Build allows for a single contract with an entity that will both design and construct this hangar facility. This process will allow both an expeditious schedule along with potential costs savings in design fees and value engineering during the final design and construction process. The Design/Build firm will be responsible not only for the design, but also the pricing and contracting of all sub-trades required for the project along with a guaranteed-maximum price (GMAX) for the hangar project.

The Design/Build process will utilize a Request for Proposal (“RFP”) with pre-qualified firms having previous experience designing and constructing large corporate hangar facilities.

In support of utilizing the Design/Build method, we have requested CH2M Hill assist us with bridging documentation that will allow for a competitive qualification based process to hire a Design/Build firm. This bridging documentation will set the basic scope and design features required by the DAA without having to hire an architect and fund a final set of plans for the project. This documentation will then provide the basis to the RFP.

CH2M Hill has an internal architectural division to assist them with this bridging task order. Design elements from the new Aircraft Rescue and Fire Fighting Station building along with those from the Flight Center will be incorporated to enhance the aesthetics of the proposed hangar.

Based upon discussions with CH2M Hill, and their experience producing bridging documents for other clients, the fee for this task is two to three percent of the value of construction. The budgeted cost to construct the hangar is \$5M, resulting in a fee of \$100,000 - \$150,000 to produce the work product. The proposed fee from CH2M Hill is \$113,000 (2.26% of the budgeted construction cost).

CH2M Hill has stated that approximately 80% of the fee expended by the DAA is for work that can be utilized directly toward final plans (infrastructure and site survey, layouts, architectural details, preliminary design).

In order to start this project and work product to utilize the Design/Build process, Staff is requesting authorization for the Executive Director to execute this Task Order with CH2M Hill in an amount not-to-exceed \$113,000.

PREVIOUS COMMITTEE/BOARD ACTION:

March 19, 2014 Capital Development, Leasing and Customer Fees Committee –
this item is on the agenda for review and consideration.

REVENUE OR FUNDING IMPLICATIONS:

The budget for this project is \$5M. Funds for this task order will be charged to the project.

STAKEHOLDER PROCESS:

Not applicable.

LEGAL REVIEW:

Legal counsel has previously reviewed the Master Agreement to which this Task Order with CH2M Hill will apply.

ATTACHMENTS:

- Exhibit showing location of proposed Transient Hangar
- Proposed Resolution 2014-1827; Authorizing the Execution of a Task Order with CH2M Hill for Transient Hangar Bridging Document Preparation

ALTERNATIVES:

The Committee/Board can deny, modify or amend this issue.

RECOMMENDATION:

It is the recommendation of the Executive Director and staff that the Board approves Resolution 2014-1827; Authorizing the Execution of a Task Order with CH2M Hill for Transient Hangar Bridging Document Preparation at the March 19, 2014 Board meeting.

RESOLUTION 2015-1911

AUTHORIZING THE EXECUTION OF AN AMENDMENT TO TASK ORDER WITH CH2M HILL FOR TRANSIENT HANGAR BRIDGING DOCUMENT PREPARATION

WHEREAS, the DuPage Airport Authority, a special district (“Authority”), previously selected CH2M Hill, Inc. to provide planning, design and construction services for various construction projects pursuant to the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq. (the "Act");

WHEREAS, on March 19, 2014, the Authority approved Resolution 2014-1827, authorizing a Task Order with CH2M Hill for Transient Hangar Bridging Document Preparation (the "Project") in the amount of \$113,000; and

WHEREAS, the scope of the Project has increased and therefore, CH2M Hill has requested additional fees to complete the Project.

WHEREAS, the Authority finds it to be in the best interest of the Authority to enter into an Amendment to the Task Order with CH2M Hill for Transient Hangar Bridging Document Preparation.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director to execute the Amendment to Task Order with CH2M Hill, Inc., attached hereto and made a part hereof as Exhibit A, and take whatever steps necessary to effectuate the terms of this Task Order on behalf of the Authority.

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

Juan E. Chavez _____
Stephen L. Davis _____
Charles E. Donnelly _____
Peter H. Huizenga _____

Gina R. LaMantia _____
Michael Ledonne _____
Gregory J. Posch _____
Daniel J. Wagner _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 11th day of February, 2015.

CHAIRMAN

SECRETARY

RESOLUTION 2015-1911

4. NEW BUSINESS

**c. Proposed Resolution 2015-1913;
Award of Contract for the Prairie Landing
Golf Club Bunker Refinement Project
Phase II.**

**Supporting Materials
Provided Under Separate Cover**



DUPAGE AIRPORT
AUTHORITY

TO: Board of Commissioners

FROM: Dan Barna *DB*
Procurement Manager

THROUGH: David Bird *DB*
Executive Director

RE: Proposed Resolution 2015-1914; Authorizing the Execution of a Contract with Huddleston McBride Land Drainage Services for Farm Tile Drainage Investigation and Repairs – Phase II

DATE: February 4, 2015

SUMMARY:

On May 14, 2014, the Board of Commissioners authorized a Phase I Agreement with Huddleston McBride Land Drainage Services (“Huddleston”) to investigate, evaluate and document necessary repairs to damaged farm tile on three (3) separate farm parcels. The parcels are identified as:

Parcel A – North of North Avenue – West of Powis Road – 36 Acres.
Parcel B – West of Runway 2L – 103 Acres.
Parcel C – East of Runway 2R – 56 Acres.

All parcels have significant drainage issues due to 50+ year old damaged or clogged farm tile which directly impacts farming operations and creates a wildlife hazard.

Huddleston was selected by the Authority through a Request for Proposal (“RFP”) process that occurred in March 2014 to provide Phase I investigation and ultimately Phase II farm tile repairs.

Staff is in receipt of a Phase II farm tile repair proposal from Huddleston to execute necessary repairs in the three (3) farm parcels for a not-to-exceed amount of \$35,200.00. Such repairs will include excavation and installation of new perforated polyethylene drain tile, PVC pipe, granular trench fill and outfall culverts.

CH2M Hill, Inc. and staff have reviewed Huddleston’s proposal and concur with the Scope of Work.

PREVIOUS COMMITTEE/BOARD ACTION:

None

REVENUE OR FUNDING IMPLICATIONS:

The total construction cost submitted by Huddleston is \$35,200.00, with a 7% owner's contingency of \$2,464.00, the total authorized construction cost would be \$37,664.00.

\$38,000.00 is included in the 2015 Capital Budget to fund this project.

STAKEHOLDER PROCESS:

No stakeholders have been identified at this time.

LEGAL REVIEW:

Legal counsel has previously drafted the standard contract utilized for this project.

ATTACHMENTS:

- ❑ Farm Parcel Exhibits
- ❑ Proposed Resolution 2015-1914; Authorizing the Execution of a Contract with Huddleston McBride Land Drainage Services for Farm Tile Drainage Investigation and Repairs – Phase II.
- ❑ Statement of Political Contributions.

ALTERNATIVES:

The Board can deny, modify or amend this issue.

RECOMMENDATION:

It is the recommendation of the Executive Director and Staff that the Board approve Proposed Resolution 2015-1914; Authorizing the Execution of a Contract with Huddleston McBride Land Drainage Services for Farm Tile Drainage Investigation and Repairs – Phase II.

RESOLUTION 2015-1914

Authorizing the Execution of a Contract with Huddleston McBride Land Drainage Services for Farm Tile Drainage Investigation and Repairs – Phase II.

WHEREAS, on May 14, 2014, the DuPage Airport Authority (the “Authority”) and Huddleston McBride Land Drainage Services (“Huddleston”) entered into a Phase I Agreement to investigate, evaluate and document necessary repairs to damaged farm tile on three (3) separate land parcels; and

WHEREAS, said Phase I Agreement provided the investigative services for a total fee not-to-exceed \$19,800.00 as authorized by Resolution 2014-1846; and

WHEREAS, Huddleston was selected by the Authority through a Request for Proposals (“RFP”) process to provide Phase I farm tile investigative services and ultimately Phase II farm tile repairs; and

WHEREAS, based upon completed investigation, the Authority is in receipt of a proposal from Huddleston for executing repairs to damaged or clogged farm tile in the three (3) land parcels for a cost not-to-exceed \$35,200.00; and

WHEREAS, the Authority has determined that: (1) the proposal submitted by Huddleston meets the requirements of the Authority; (2) the Executive Director has determined the cost to be fair and reasonable; and (3) awarding the Phase II contract is in the best interest of the Authority.

NOW, THEREFORE, BE IT RESOLVED, that the Authority be authorized to enter into a written Contract with Huddleston McBride Land Drainage Services for a total not-to-exceed cost of \$37,664.00, which includes a 7% owner’s contingency; and

FURTHER BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird to execute said Contract with Huddleston McBride Land Drainage Services and to take whatever steps necessary to effectuate the terms of said Contract on behalf of the Authority.

This resolution shall be in full force and effective immediately upon its adoption and approval.

Juan E. Chavez _____
Stephen L. Davis _____
Charles E. Donnelly _____
Peter H. Huizenga _____

Gina R. LaMantia _____
Michael V. Ledonne _____
Gregory J. Posch _____
Daniel J. Wagner _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 11th day of February, 2015.

CHAIRMAN

(ATTEST)

SECRETARY

STATEMENT OF POLITICAL CONTRIBUTIONS

Huddleston McBride Drainage Co., Tom Huddleston, General Partner
 9504 Fowler Road
 Rochelle, Il., 61068

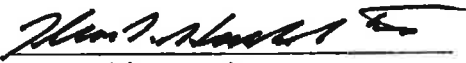
1. List the name and office of every elected official, as that term is defined in the DuPage Airport Authority's Procurement Policy, whom a contribution, exceeding \$150.00 total, was made to in the 24 months preceding the execution of this form. For each elected official, provide, in the space provided, the date of the contribution(s), the amount of the contribution(s) and the form of the contribution(s). If additional space is needed, please attach a separate sheet of paper containing a full and complete list.

Elected Official	Office	Date	Amount	Form
NONE				

NOTE: If this statement of political contributions is being made on behalf of a business entity or other type of organization, a separate, additional, statement of political contributions may be required by the DuPage Airport Authority. When making this statement of political contributions in an individual capacity, you must include contribution(s) made by your spouse and dependent children. See pages 11-13 of the Procurement Policy of the DuPage Airport Authority for said requirements.

VERIFICATION:

"I declare that this statement of political contributions (including any accompanying lists of contributions) has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement of my (or the entities) political contributions as required by the Procurement Policy of the DuPage Airport Authority. Further, by signing this document I authorize the DuPage Airport Authority to disclose this information as it sees fit."

1/6/15 (date)  (signature) General Partner (title of signer, if a business)



MEMORANDUM

TO: DuPage Airport Authority Board of Commissioners

FROM: Phillip A. Luetkehans

SUBJECT: Kress Creek Flood Control Reservoir Assessment Plat

DATE: February 3, 2015

OUR FILE: DAA 2407

Several years ago, the DuPage Airport Authority (“DAA”) deeded property to DuPage County (the “County”) to construct, operate and maintain the Kress Creek Flood Control Reservoir (“Reservoir”) northeast of the intersection of McChesney Road and Fabyan Parkway. While a deed transferring the property has been recorded, an assessment plat must also be recorded and filed with the County Clerk to enable the County Clerk to update the parcel information and PINs for the affected properties. Christopher B. Burke Engineering, Ltd. has prepared an assessment plat which shows the Reservoir property as a separate parcel so the County Clerk can update the records. The assessment plat must be signed on behalf of DAA. We recommend approval and execution of the assessment plat.

RESOLUTION 2015-1915

AUTHORIZING THE EXECUTION OF A PLAT OF ASSESSMENT

WHEAREAS, DuPage Airport Authority (“DAA”) previously transferred property (the “Property”) to DuPage County (the “County”) for the purpose of the county’s constructing and maintaining the Kress Creek Flood Control Reservoir; and

WHEREAS, a Plat of Assessment must be recorded to enable the County Clerk to revise the property tax records consistent with the transfer of the Property; and

WHEREAS, Christopher B. Burke Engineering, Ltd. Has prepared for recording a Plat of Assessment which depicts the Property and will enable the County Clerk to revise the property tax records.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, David Bird, to execute the Plat of Assessment prepared by Christopher B. Burke Engineering, Ltd. dated December 15, 2014 and take whatever steps necessary to effectuate the recording of the Plat of Assessment.

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

Juan E. Chavez _____
Stephen L. Davis _____
Charles E. Donnelly _____
Peter H. Huizenga _____

Gina R. LaMantia _____
Michael V. Ledonne _____
Gregory J. Posch _____
Daniel J. Wagner _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 11th day of February, 2015.

CHAIRMAN

SECRETARY

RESOLUTION 2015-1915

RESOLUTION 2015-1916
APPROVING CENTERPOINT PROPERTIES TRUST OFFER TO PURCHASE
AUTHORITY REAL PROPERTY

WHEREAS, the DuPage Airport Authority owns an a certain 25.065 acre parcel of real property described in the attached Exhibit A (the "Subject Property") in fee simple interest; and

WHEREAS, on January 14, 2015, the Authority declared the Subject Property to be surplus and authorized the publication of an offer to the public for the sale of the Subject Property; and

WHEREAS, on January 26, the Authority offered 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 within 10 days from publication; and

WHEREAS, CenterPoint Properties Trust was the only prospective purchaser to make an offer within the prescribed time period and has offered to purchase 14.55 acres of the Subject Property for the sum of \$1,870,194.00, subject to the terms contained in the published notice and has requested an option to purchase the remaining 10.51 acres at the price of \$1,350,699.00; and

WHEREAS, the Authority deems it in the best interests of the Authority and the general public to inter into the Purchase and Sale Agreement attached hereto as Exhibit B with CenterPoint Properties Trust;

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

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

Juan E. Chavez _____
Stephen L. Davis _____
Charles E. Donnelly _____
Peter H. Huizenga _____

Gina R. LaMantia _____
Michael V. Ledonne _____
Gregory J. Posch _____
Daniel J. Wagner _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 11th day of February, 2015.

CHAIRMAN

SECRETARY

RESOLUTION 2015-1916

EXHIBIT A

THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE WESTERLY MOST CORNER OF DUPAGE NATIONAL TECHNOLOGY PARK – SOUTH ASSESSMENT PLAT LOT 2, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2007 AS DOCUMENT NUMBER R2007-184627, ALSO BEING A POINT ON THE SOUTHEASTERLY LINE OF ENTERPRISE CIRCLE, ACCORDING TO THE PLAT RECORDED JULY 17, 2007 AS DOCUMENT R2007-131936; THENCE SOUTHWESTERLY 192.41 FEET ALONG SAID SOUTHEASTERLY LINE OF SAID ENTERPRISE CIRCLE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 385.08 FEET AND WHOSE CHORD BEARS SOUTH 75 DEGREES 42 MINUTES 38 SECONDS WEST 190.42 FEET TO A POINT OF TANGENCY IN SAID SOUTHEASTERLY LINE; THENCE NORTH 00 DEGREES 01 MINUTES 29 SECONDS EAST, DEPARTING FROM SAID SOUTHEASTERLY LINE OF ENTERPRISE CIRCLE A DISTANCE OF 70.17 FEET TO A POINT ON THE NORTH LINE OF SAID ENTERPRISE CIRCLE, SAID POINT BEING A POINT OF CURVATURE ON SAID NORTH LINE AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 58 MINUTES 31 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID ENTERPRISE CIRCLE 685.58 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 494.54 FEET ALONG SAID NORTHERLY LINE AND EASTERLY LINE OF SAID ENTERPRISE CIRCLE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 314.83 FEET AND WHOSE CHORD BEARS NORTH 44 DEGREES 58 MINUTES 31 SECONDS WEST 445.24 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 01 MINUTES 29 SECONDS EAST ALONG SAID EASTERLY LINE 250.17 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 494.54 FEET ALONG EASTERLY LINE AND THE SOUTHERLY LINE OF SAID ENTERPRISE CIRCLE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 314.83 FEET AND WHOSE CHORD BEARS NORTH 45 DEGREES 01 MINUTES 29 SECONDS EAST 445.24 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 58 MINUTES 31 SECONDS EAST ALONG SAID SOUTHERLY LINE 919.99 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 22.76 FEET ALONG SAID SOUTHERLY LINE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 183.42 FEET AND WHOSE CHORD BEARS SOUTH 86 DEGREES 25 MINUTES 11 SECONDS EAST 22.75 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY 66.37 FEET ALONG SAID SOUTHERLY LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 53.42 FEET AND WHOSE CHORD BEARS SOUTH 47 DEGREES 15 MINUTES 59 SECONDS EAST 62.19 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY 119.07 FEET ALONG THE WESTERLY LINE OF SAID ENTERPRISE CIRCLE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 583.42 FEET AND WHOSE CHORD BEARS SOUTH 05 DEGREES 49 MINUTES 19 SECONDS EAST 118.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 01 MINUTES 29 SECONDS WEST ALONG SAID WESTERLY LINE 403.08 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 494.67 FEET ALONG THE NORTHWESTERLY LINE OF SAID ENTERPRISE CIRCLE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 314.92 FEET AND WHOSE CHORD BEARS SOUTH 45 DEGREES 01 MINUTES 29 SECONDS WEST 445.36 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: 2500 Enterprise Circle, West Chicago, Illinois

Part of PIN: 04-18-101-001

VACANT LAND PURCHASE AGREEMENT

THIS VACANT LAND PURCHASE AGREEMENT (this “**Agreement**”) is dated as of this _____ day of _____, 2015, by and between **CENTERPOINT PROPERTIES TRUST**, a Maryland real estate investment trust, its assignee(s) or designee(s) (“**Purchaser**”), and the **DUPAGE AIRPORT AUTHORITY**, an Illinois special district (“**Seller**”).

WITNESSETH:

WHEREAS, Seller is the owner of a tract of land located in DuPage County, Illinois and known as the DuPage Business Center (such land, as the same may be renamed in the future, is hereinafter referred to as the “**Park**”) in the City of West Chicago, Illinois; and

WHEREAS, Seller and Purchaser have heretofore entered into that certain Amended and Restated Agreement to Develop and Lease dated as of May 1, 2012 (said agreement, as amended, is hereinafter referred to as the “**Agreement to Develop**”); and

WHEREAS, subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller an approximately 14.55 acre parcel of land in the Park, which parcel is legally described on **Exhibit A** attached hereto and made a part hereof, and all easements and appurtenances inuring thereto (collectively, the “**Property**”). The Property shall not include any air rights over the Property, which air rights shall remain the property of Seller.

NOW, THEREFORE, for and in consideration of the Purchase Price (as hereinafter defined) and the mutual promises, representations, warranties, agreements, covenants and conditions set forth below and other good and valuable consideration, the parties hereto hereby agree as follows:

1. **INCORPORATION OF PREAMBLES; DEFINED TERMS.** The foregoing Preambles are hereby incorporated by reference as if set forth fully herein. All capitalized terms not specifically defined in this Agreement shall have the meanings ascribed to them in the Agreement to Develop.

2. **PURCHASE PRICE.** Purchaser agrees to pay to Seller ONE MILLION EIGHT HUNDRED SEVENTY THOUSAND ONE HUNDRED NINETY FOUR AND NO/100 DOLLARS (\$1,870,194.00) (“**Purchase Price**”). The Purchase Price shall be paid as follows:

(a) **Earnest Money.** Within five (5) business days after the Effective Date (as hereinafter defined), Purchaser shall deposit in an earnest money escrow (“**Earnest Money Escrow**”) with Title Insurer (as hereinafter defined), as escrowee (“**Escrowee**”), at Escrowee’s office in Chicago, Illinois, the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (“**Earnest Money**”) pursuant to an escrow agreement in the form of **Exhibit B** attached hereto and made a part hereof. For the purposes of this Agreement, “**Effective Date**” shall mean the date this Agreement is accepted by Seller and an executed original thereof is delivered to Purchaser. The Earnest Money shall be held in the Earnest Money Escrow until the Escrow (as hereinafter defined) has been established pursuant to the terms hereof and then

transferred to the Escrow and applied against the Purchase Price on the Closing Date (as hereinafter defined). Escrowee shall be authorized to invest the Earnest Money on the sole direction of Purchaser in treasury bills, commercial paper or federally insured money market funds, and all interest earned thereon shall accrue to the benefit of Purchaser. Purchaser shall have the right to withdraw interest on the Earnest Money at any time and from time to time and Purchaser shall pay all expenses relating to said investment of the Earnest Money.

(b) Cash Balance. On or before the Closing Date, Purchaser shall deposit with Escrowee the balance of the Purchase Price, plus or minus prorations, in cash, certified or cashier's check or by federal wire transfer funds.

3. CONVEYANCE/DEED RESTRICTIONS/AVIGATION EASEMENT. In consideration of the Purchase Price and the conveyance of the Property, on the Closing Date, Seller shall convey to Purchaser, or any assignee or designee of Purchaser, fee simple title to the Property, by good, sufficient and recordable special warranty deed (“**Deed**”), subject only to the Permitted Exceptions (as hereinafter defined). The Deed shall contain the deed restrictions set forth on Exhibit D attached hereto and by this reference incorporated herein (the “**Deed Restrictions**”). On the Closing Date, Purchaser shall additionally grant to Seller an Avigation Easement in substantially in the form of Exhibit E attached hereto and by this reference incorporated herein (the “**Avigation Easement**”).

4. [INTENTIONALLY DELETED.]

5. DUE DILIGENCE. For the period commencing on the Effective Date and expiring one hundred and twenty (120) days thereafter (said period is hereinafter referred to as the “**Inspection Period**”), Purchaser, its agents and representatives, shall have the right to (i) to make physical inspections of the Property (including, without limitation, conducting engineering and environmental studies), (ii) to investigate the condition of title, (iii) to study all documentation and other evidence relating to the development, zoning, annexation, financing, marketing, operation and maintenance of the Property, (iv) to satisfy itself that the Property is suitable for the intended development by Purchaser, (v) to obtain any required plan approvals and other governmental approvals required by Purchaser in connection with the development of the Property (collectively, the “**Governmental Approvals**”), and (vi) to otherwise consider whether or not to acquire the Property. Seller hereby grants Purchaser and its agents, employees and representatives the right and permission after the Effective Date to enter upon the Property at any time and from time to time for the purpose of inspecting the Property, taking measurements, soil borings, and for such other purposes as are necessary, in the sole discretion of Purchaser, to fully evaluate the Property. All such entries shall be at the risk of Purchaser and Seller shall have no liability for any injuries sustained by Purchaser or any of Purchaser's agents or contractors. Purchaser agrees to repair and restore promptly any damage to the Property caused by Purchaser or its agents or contractors. In the event that Purchaser is not satisfied with the results of the Property inspections or the Governmental Approvals, or for any reason or no reason, then Purchaser may, by written notice to Seller, given not later than the last day of the Inspection Period, terminate this Agreement. Upon such termination, neither party shall have any further liability to the other, and the Earnest Money, plus accrued interest, shall be immediately returned to Purchaser. If Purchaser does not send Seller written notice within the

time frame specified, Purchaser shall be deemed to have waived its right to terminate pursuant to this Section 5, and this Agreement shall remain in full force and effect. Purchaser shall fully indemnify, defend and hold Seller and its commissioners, directors, shareholders, partners, employees and agents harmless from and against all claims, losses, liabilities, costs, damages and expenses (including reasonable attorneys fees) incurred by Seller as a result of any such inspection. Purchaser's indemnification shall survive the Closing or termination of this Contract. Additionally, any contractors or agents employed by Purchaser to conduct physical tests or inspections of the Property shall maintain reasonably satisfactory workmen's compensation insurance and commercial general liability coverage and Purchaser shall, upon Seller's request, furnish Seller with evidence of the same.

6. **TITLE POLICY.**

(a) **Title Conditions.** No longer than fifteen (15) days following the Effective Date, Seller shall, at Seller's sole cost and expense, provide Purchaser with a title insurance commitment ("**Title Commitment**") prepared by Chicago Title Insurance Company ("**Title Insurer**") covering the Property and showing fee simple title in Seller. Purchaser shall have a period of fifteen (15) days from the delivery of the Title Commitment, all underlying recorded title documents and the Survey (as hereinafter defined) in which to object to any of the title conditions shown in the Title Commitment (the "**Title and Survey Review Period**"), in Purchaser's sole discretion (those exceptions to which Purchaser does not object are hereinafter collectively referred to as "**Permitted Exceptions**", shall be attached to this Agreement as **Exhibit C** and all other exceptions are hereinafter collectively referred to as "**Unpermitted Exceptions**"). In the event of any Unpermitted Exceptions, Seller shall have an additional fifteen (15) days after Purchaser's notification of any Unpermitted Exceptions in which to cause any such Unpermitted Exceptions to be waived or insured over by Title Insurer. Failure of Seller to cause such Unpermitted Exceptions to be waived by Title Insurer or insured over shall not be a breach of this Agreement but shall entitle Purchaser, at Purchaser's election, to either (i) terminate this Agreement by written notice to Seller, in which event this Agreement shall be null and void and of no further force or effect and the Earnest Money plus interest accrued thereon shall be immediately returned to Purchaser, or (ii) accept title subject to such Unpermitted Exceptions that Title Insurer has not removed or committed to insure over. Notwithstanding anything to the contrary contained in this Agreement, Purchaser acknowledges and agrees that the following shall be deemed Permitted Exceptions:

(i) Obligations imposed on the owner of the Property pursuant to the Intergovernmental Agreement, dated March 22, 2001, by and between the Seller and the City of West Chicago, as amended by Resolution Number 2001-932 enacted by the Seller on December 10, 2001, as amended by Resolution Number 2005-1176 enacted by the Seller on August 8, 2005, and as additionally amended by Resolution Number 2011-1612 enacted by the Seller on September 14, 2011, and as such agreement may be further amended from time to time (said agreement is hereinafter collectively referred to as the "**Intergovernmental Agreement**") including, but not limited to Exhibit C to the Intergovernmental Agreement;

- (ii) The Declaration of Covenants, Conditions, Restrictions and Easements for DuPage Business Center;
- (iii) The Deed Restrictions;
- (iv) The Avigation Easement;
- (v) The lien for real estate taxes and assessments which are not delinquent; and
- (vi) Any liens placed on the Property pursuant to work performed by or on behalf of Purchaser.

(b) Title Policy. Through the Escrow, Seller shall, at its sole cost and expense, cause Title Insurer to issue its most recent form of owner's title insurance policy ("**Title Policy**") in the amount of the Purchase Price with (i) extended coverage over the general exceptions normally contained in its owner's title insurance policy and (ii) a 3.0 zoning endorsement, insuring Purchaser's or Purchaser's assignee's or designee's title to the Property and to all easements for the benefit of the Property, subject only to the Permitted Exceptions and to those Unpermitted Exceptions subject to which Purchaser agreed to take title. Purchaser shall pay any costs associated with issuing a title policy to Purchaser's lender, if any.

7. **SURVEY.**

(a) Survey Requirement. No more than thirty (30) days following the Effective Date, Purchaser, at Purchaser's sole cost and expense, shall obtain a survey ("**Survey**") prepared subsequent to the date hereof by a licensed Illinois land surveyor and certified to have been prepared in accordance with the most recent Minimum Standard Detail Requirements for ALTA/ASCM Land Title Surveys as adopted by the American Land Title Association and American Congress on Surveying and Mapping, including all Table A requirements desired by Purchaser, for the benefit of Purchaser and Title Insurer. Notwithstanding the foregoing, the Survey shall include, by way of example and not by limitation, (i) the Net Square Footage of the Property, (ii) improvements located within five (5) feet of the boundary lines of the Property and (iii) such features and detail required by the Title Insurer to issue the Title Policy as required herein. For the purposes of this Agreement, "**Net Square Footage**" shall mean the gross square footage of the Property, less that portion of the Property constituting (x) dedicated roads or highways, or (y) areas that are intended to be dedicated roads or highways in the future.

(b) Survey Conditions. In the event the Survey discloses any encroachments or if, after reviewing the Survey, Title Insurer raises any matter shown on the Survey as an Unpermitted Exception ("**Survey Defects**"), Seller shall have fifteen (15) days from the date of delivery of the Survey (or fifteen (15) days from the date of delivery of the Title Commitment in the event Title Insurer raises any matters shown on the Survey as Unpermitted Exceptions, whichever is later) to correct any Survey Defects, or, if desired by Seller, to have Title Insurer insure over Survey Defects. In the event Seller is unable

to correct Survey Defects or does not choose to have Title Insurer insure over Survey Defects, Seller shall not be in default under this Agreement but Purchaser may elect either:

(i) to extend the time, up to thirty (30) days, in which Seller (or at Purchaser's option, Purchaser) shall have to correct Survey Defects, failing which Purchaser shall be entitled to proceed pursuant to clause (ii) immediately below; or

(ii) to terminate this Agreement by written notice to Seller, and in such event the same shall be null and void and of no further force or effect and, the Earnest Money plus interest accrued thereon shall be immediately returned to Purchaser.

8. **ESCROW AND CLOSING.**

(a) **Closing.** The transaction contemplated by this Agreement shall be closed through an escrow ("**Escrow**") at the Wheaton office of Title Insurer in accordance with the general provisions of the usual form of "New York Style" Deed and Money Escrow Agreement ("**Escrow Agreement**") then provided and used by the Escrowee with such special provisions inserted in the Escrow Agreement as may be required to conform with this Agreement. In the event of any conflict between the Escrow Agreement and this Agreement, the terms of this Agreement shall prevail unless the Escrow Agreement specifically recites it is intended to amend or modify this Agreement. Seller agrees to execute any instrument, including gap undertakings, in form customarily required by Escrowee in order to facilitate the "New York Style" Closing.

(b) **Closing Costs.** The cost of the Escrow and the New York Style Closing shall be divided equally between Purchaser and Seller, except for any charges due to Purchaser's lender, if any, which shall be paid by Purchaser. Seller shall pay for the cost of all state and county documentary stamp and transfer taxes. Any transfer tax required by local ordinance shall be paid by the party made responsible thereunder or, if no responsibility is assigned, split equally among the Parties. Purchaser shall pay the recording costs for the Deed and Seller shall pay the recording costs for the Avigation Easement.

9. **CLOSING DOCUMENTS.**

(a) **Seller's Closing Documents to be delivered on or Before the Closing Date.** Seller shall deliver to Escrowee, pursuant to the Escrow Agreement, or to Purchaser, as applicable, and Seller hereby covenants and agrees to deliver to Escrowee or to Purchaser, as applicable, on or before the Closing Date, the following instruments and documents, all of which shall be subject to Purchaser's prior review and reasonable approval as to form, scope and substance, the delivery of each of which shall be a condition to Closing:

(i) the Deed;

(ii) a recordable Release, removing the Property from the scope of the Agreement to Develop, executed in counterpart by Seller (the “**DLA Release**”);

(iii) An Estoppel/Assessment letter from the DuPage Business Center Property Owners’ Association;

(iv) a Plat Act Affidavit, if applicable;

(v) an Assignment of Intangible Property, executed by Seller in favor of Purchaser;

(vi) ALTA Statements, in duplicate;

(vii) a Non-Foreign Entity Certification;

(viii) A written reaffirmation that all of the representations and warranties set forth in Paragraph 12 and 13 hereof continue to be true and correct as of the Closing Date;

(ix) “GAP” undertaking executed by Seller acceptable to Title Insurer;

(x) A Memorandum of Option for the Expansion Land (as hereinafter defined), executed in counterpart by Seller (the “**Memorandum of Option**”); and

(xi) Such proof of Seller’s authority and authorization to enter into this transaction as may be required by Purchaser or Title Insurer.

(b) Deliveries by Purchaser on or before the Closing Date. Purchaser shall deliver to Escrowee pursuant to the Escrow Agreement or to Seller, as applicable, and Purchaser hereby covenants and agrees to deliver to Escrowee or Seller, as applicable, on or before the Closing Date, the following monies, instruments and documents, all of which shall be subject to Seller’s prior review and reasonable approval as to form, scope and substance and the delivery of each of which shall be a condition precedent to the delivery of the Deed in accordance with the terms of the Escrow Agreement:

(i) the balance of the Purchase Price;

(ii) the DLA Release, executed in counterpart by Purchaser;

(iii) such proof of Purchaser’s authority and authorization to enter into this transaction as may be reasonably required by Seller or Title Insurer;

(iv) ALTA Statement, in duplicate;

(v) Counterpart of the Assignment, if applicable;

(vi) the Avigation Easement;

(vii) an assessment plat or subdivision plat, which creates a separate lot for the Property (the “**Assessment Plat**”); and

(viii) the Memorandum of Option, executed in counterpart by Purchaser.

(b) Joint Deliveries on or Before the Closing Date. The Escrow Agreement shall provide that the parties shall deliver to Escrowee and the parties hereby covenant and agree to deliver to Escrowee on or before the Closing Date the following instruments and documents, all of which shall be subject to Seller's and Purchaser's prior review and reasonable approval as to form, scope and substance, the mutual delivery of each of which shall be a condition precedent to Closing:

(i) Closing Statement, in triplicate; and

(ii) State, county and municipal transfer tax declarations.

10. CLOSING DATE. The closing date shall be within thirty (30) days after expiration of the Inspection Period or such later date as may be mutually agreeable to the parties (“**Closing Date**” or “**Closing**”) at a time and date mutually agreeable between the parties.

11. POSSESSION. Possession of the Property shall be delivered to Purchaser on the Closing Date, subject only to the Permitted Exceptions.

12. BROKERAGE COMMISSION.

(a) Broker. Purchaser and Seller, each to the other, hereby represent and warrant there has been no involvement of any real estate broker in this transaction.

(b) Broker Indemnification. Seller and Purchaser hereby agree to indemnify each other, their successors and assigns, and hold each other harmless in the event any claim, suit or demand for a brokerage commission is brought against either Seller or Purchaser or their respective successors or assigns, by anyone, based upon the actions of either Seller or Purchaser relating to the Property (including the purchase and sale contemplated hereunder). This indemnity shall include all costs, fees and reasonable expenses incurred by Seller or Purchaser, their respective successors and assigns, as a result of participation in, or defense of, any claim, suit or demand.

13. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Purchaser as follows, which representations and warranties shall be deemed to have been remade on the Closing Date (the truth and accuracy of which shall constitute a condition to the disbursement of the Purchase Price in accordance with the terms of the Escrow Agreement) that, to the best of Seller's knowledge, without the duty of investigation:

(a) No Outstanding Rights. Except for the rights of CNT under the DLA, and except as otherwise provided in this Agreement, Seller is not a party to any contract, agreement or commitment to purchase, sell, lease, convey, assign, transfer, provide rights of first refusal or other similar rights with respect to the Property or any portion thereof. Except as provided in this Agreement, Seller has not sold, leased, conveyed, assigned or

transferred the Property or any portion thereof to any other person or party, nor has Seller made any commitments to do so, or provided any rights of first refusal or other similar rights with respect to the Property or any portion thereof.

(b) No Litigation. Seller has received no summons regarding, and, to Seller's knowledge, there is no litigation pending or threatened, against the Property or Seller's interest therein, including, without limitation, proceedings for or involving collections, condemnation, eminent domain, alleged environmental or zoning violations, or personal injuries or property damage alleged to have occurred on the Property or by reason of the condition, use of, or operations on, the Property.

(c) Special Assessments. Seller has received no notice of, and to Seller's knowledge, there are no special assessments of any nature with respect to the Property or any part thereof, nor has Seller received any notice of any special assessments being contemplated with respect to the Property or any part thereof.

(d) Zoning. To Seller's knowledge, there are no pending or threatened requests, applications or proceedings to alter or restrict the zoning or other use restrictions applicable to the Property.

(e) Insurance. Seller has maintained insurance coverage in commercially reasonable amounts for the Property for the last thirty-six (36) months prior to the date of this Agreement.

(f) Power. This Agreement and all agreements, instruments and documents herein provided to be executed by Seller are duly authorized, executed and delivered by and binding upon Seller in accordance with their terms. Seller has the legal power, right and authority to enter into this Agreement and consummate the transactions contemplated hereby.

(g) Requisite Action. All requisite action (corporate, trust, partnership or otherwise) has been taken or obtained by Seller in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby, or shall have been taken prior to the Closing Date.

For purposes of this Agreement and any document delivered at Closing, whenever the phrases "to the best of Seller's knowledge", "to the actual knowledge of Seller" or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only, and not implied, imputed or constructive knowledge, without any independent investigation having been made or implied duty to investigate, of David Bird, the Executive Director of Seller, who is in a position to have knowledge of the Property.

The representations and warranties made in this Section 13 by Seller will not merge into any instrument or conveyance delivered at Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy of completeness or Breach (as hereinafter defined) of such representations or warranties must be commenced, if at all, on or before the date which is twelve (12) months after the date of the Closing and, if not commenced on or before such date, thereafter such representations and warranties will be void and of no further force and affect.

Notwithstanding anything to the contrary contained in this Agreement, Purchaser acknowledges that Purchaser will not be entitled to rely on any representation or warranty made by Seller to the extent, prior to Closing, Purchaser has or obtained knowledge of any information that was contrary to such representation or warranty.

14. **ENVIRONMENTAL MATTERS.** Seller and Purchaser hereby incorporate the terms of Paragraph 17 of the Agreement to Develop as if fully set forth herein and agree that as to environmental issues on the Property, the terms of said Paragraph shall control and the parties rights and obligations in relation thereto shall survive the Closing of this transaction and not merge with the Deed contemplated hereunder.

15. **PRORATIONS/CLOSING CREDITS & TITLE COSTS.**

(a) **Real Estate Taxes.** Seller agrees to pay general real estate taxes due and payable on or before the Closing Date, and the parties shall prorate general real estate taxes not yet due and payable as of the Closing Date on the basis of one hundred percent (100%) of the most recently ascertainable tax information and shall reprorate such taxes upon receipt of the actual bills therefor. For reparation purposes, Seller shall be responsible for the tax attributable to the vacant land only without improvements and with an agricultural assessment.

(b) **Title Costs.** Seller shall pay the title charges, including the costs of extended coverage and the endorsements as required herein, except customary Purchaser's and Purchaser's lender title expenses, necessary to obtain the Title Policy.

(c) **Other Customary Prorations.** Other items which are customarily prorated in a purchase and sale of the type contemplated hereunder shall be prorated as of the Closing Date.

16. **DEFAULT AND REMEDIES.**

(a) **Purchaser's Default.** If Purchaser fails to perform in accordance with the terms of this Agreement, and such default is not cured within fifteen (15) days from the date of Seller's written notice to Purchaser of such default, as Seller's sole and exclusive remedy for such default, Seller shall be entitled to terminate this Agreement by written notice to Purchaser and retain Purchaser's Earnest Money and any interest earned thereon; it being agreed between Purchaser and Seller that the amount of the Earnest Money shall be liquidated damages for a default of Purchaser hereunder, because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default in view of the uncertainties of the real estate market, fluctuating property values, and differences of opinion with respect to damages for breach of a real estate transaction.

(b) **Seller's Default.** If Seller (i) fails to perform in accordance with the terms of this Agreement or (ii) breaches any of the covenants, conditions, agreements, representations of this Agreement and such default is not cured within fifteen (15) days from the date of Purchaser's written notice to Seller of such default then, in any such event, the Earnest Money, together with all interest earned thereon, shall be immediately

returned to Purchaser and Purchaser shall retain and be entitled to exercise all rights and remedies available at law or in equity.

17. **CASUALTY OR CONDEMNATION.** In the event of any casualty, or condemnation of the Property by any governmental authority prior to the Closing Date, or in the event any notice of such condemnation is received by Seller prior to the Closing Date, Seller shall so advise Purchaser within three (3) days of such event and Purchaser may elect, by written notice to Seller, to terminate this Agreement in which event the Earnest Money together with all interest earned thereon shall be immediately returned to Purchaser and this Agreement shall be of no further force and effect. If Purchaser does not so elect, then this transaction shall close as scheduled, and on the Closing Date, Purchaser shall receive a credit equal to (i) all insurance proceeds (or an assignment of all rights to receive such proceeds) plus the deductible, or (ii) all condemnation proceeds (or an assignment of all rights to receive such proceeds), as applicable.

18. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by overnight air express service or by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties hereto at their respective addresses set forth below. Such notice or other communication shall be deemed given (a) upon receipt or upon refusal to accept delivery if delivered by personal delivery, (b) one (1) business day after tendering to an overnight air express service, and (c) five (5) business days after mailing if by registered or certified mail.

To Seller:	DuPage Airport Authority 2700 International Drive, Suite 200 West Chicago, Illinois 60185 Attention: Executive Director
With a copy to:	Schirott, Luetkehans & Garner, P.C. 105 E. Irving Park Road Itasca, Illinois 60143 Attention: Phillip A. Luetkehans/Bruce Garner
To Purchaser:	CenterPoint Properties Trust 1808 Swift Drive Oak Brook, Illinois 60523-1501 Attention: Michael Murphy/Ed Harrington
With a copy to:	Richmond Breslin LLP 5215 Old Orchard Road, Suite 420 Skokie, Illinois 60077 Attention: Marjorie C. Howard

Notice of change of address shall be given by written notice in the manner detailed in this Section.

19. **MISCELLANEOUS.**

(a) **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) **Waivers.** No waiver of any breach or any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(c) **Professional Fees.** In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party rising out of this Agreement, the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including, without limitation, actual attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.

(d) **Entire Agreement.** All exhibits and schedules attached to this Agreement are hereby incorporated herein by reference. This Agreement (including all exhibits and schedules attached hereto) contains the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. Other than as expressly set forth in this Agreement, the parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

(e) **Time of Essence.** Seller and Purchaser hereby acknowledge and agree time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

(f) **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Any disputes arising out of this Agreement shall be litigated solely in the Circuit Court of Eighteenth Judicial Circuit, DuPage County, Illinois, and the Parties agree to waive any objection to said exclusive jurisdiction and venue.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed an original and all such counterparts shall together constitute one and the same agreement.

(h) Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

(i) Terms. The use of any pronoun in this Agreement shall include the singular, plural, masculine, feminine and neuter, the use of the singular or plural form shall include the plural or singular form and the use of any gender shall include all genders, as the context may require.

(j) Business Days. If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

(k) Construction. The parties acknowledge that each party and its counsel have received and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, exhibits or schedules hereto.

(l) Recording. At Purchaser's option, Purchaser and Seller shall execute and cause to be recorded, at Purchaser's expense, in the office of the recorder in the county in which the Property is located, a memorandum of this Agreement. At Purchaser's option, Purchaser may cause the Memorandum of Option to be recorded, at Purchaser's expense, in the office of the recorder in the county in which the Property is located

(m) Facsimile or Electronic Signatures. The parties hereto agree that the use of facsimile or electronic signatures for the execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.

20. OPTION TO PURCHASE EXPANSION LAND.

(a) Grant of Option to Purchase Expansion Land. Seller hereby grants to Purchaser an option (the "**Purchase Option**") to purchase an approximately 10.51 acre parcel of land in the Park, located immediately adjacent and to the west of the Property, which parcel is legally described in the Memorandum of Option attached hereto and incorporated herein as **Exhibit E**, and all easements and appurtenances inuring thereto (collectively, the "**Expansion Land**"). The Expansion Land shall be used only for the possible expansion of the building to be constructed on the Property. Purchaser may exercise the Purchase Option by delivering to Seller a notice of exercise purchase option (the "**Notice of Exercise Purchase Option**") on or before 5:00 p.m. Central time on September 30, 2017 ("**Option Period End Date**"), executing a Form Developer Purchase and Sale Agreement (in the form required by the **Agreement to Develop**) with Seller within thirty (30) days of the Notice, and close on said transaction within the time limits contained in the Form Developer PSA, or any extension of same that may be granted by Seller, in Seller's exclusive judgment.

(b) Purchase Price for Expansion Land. The purchase price for the Expansion Land shall be ONE MILLION THREE HUNDRED FIFTY THOUSAND SIX HUNDRED NINETY NINE AND NO/100 DOLLARS (\$1,350,699) (the “**Expansion Land Purchase Price**”).

(c) PSA for Expansion Land. Within thirty (30) days of Seller’s receipt of Purchaser’s Notice of Exercise of Purchase Option, Seller and Purchaser shall enter into a purchase and sale contract for the Expansion Land, at the Expansion Land Purchase Price, in substantially the same form as this Agreement, modified as applicable to cover the Expansion Land.

(d) Termination of Purchase Option. If Purchaser fails to (a) acquire the Property in accordance with this term of this Agreement, or (b) exercise the Purchase Option in accordance with Section 20(a) above, then the Purchase Option shall immediately terminate at 5:01 p.m. Central time on the Property Closing Date or the Option Period End Date, as the case may be, without further action by or notice from Seller or Purchaser.

(e) Survival. The terms and provisions of this Section 20 will not merge into any instrument or conveyance delivered at Closing and shall survive the Closing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SELLER:

DUPAGE AIRPORT AUTHORITY, an Illinois
Special District

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

PURCHASER:

CENTERPOINT PROPERTIES TRUST, a
Maryland real estate investment trust

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBITS

- A – Legal Description of Property
- B – Earnest Money Escrow Agreement
- C – Permitted Exceptions
- D – Deed Restrictions
- E – Avigation Easement
- F – Memorandum of Option for Expansion Land

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE WESTERLY MOST CORNER OF DUPAGE NATIONAL TECHNOLOGY PARK â SOUTH ASSESSMENT PLAT LOT 2, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2007 AS DOCUMENT NUMBER R2007-184627, ALSO BEING A POINT ON THE SOUTHEASTERLY LINE OF ENTERPRISE CIRCLE, ACCORDING TO THE PLAT RECORDED JULY 17, 2007 AS DOCUMENT R2007-131936; THENCE SOUTHWESTERLY 192.41 FEET ALONG SAID SOUTHEASTERLY LINE OF SAID ENTERPRISE CIRCLE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 385.08 FEET AND WHOSE CHORD BEARS SOUTH 75 DEGREES 42 MINUTES 38 SECONDS WEST 190.42 FEET TO A POINT OF TANGENCY IN SAID SOUTHEASTERLY LINE; THENCE NORTH 00 DEGREES 01 MINUTES 29 SECONDS EAST, DEPARTING FROM SAID SOUTHEASTERLY LINE OF ENTERPRISE CIRCLE A DISTANCE OF 70.17 FEET TO A POINT ON THE NORTH LINE OF SAID ENTERPRISE CIRCLE, SAID POINT BEING A POINT OF CURVATURE ON SAID NORTH LINE AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 58 MINUTES 31 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID ENTERPRISE CIRCLE 431.66 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 29 SECONDS EAST DEPARTING FROM SAID NORTHERLY LINE OF ENTERPRISE CIRCLE 879.83 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID ENTERPRISE CIRCLE; THENCE SOUTH 89 DEGREES 58 MINUTES 31 SECONDS EAST ALONG SAID SOUTHERLY LINE 666.07 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 22.76 FEET ALONG SAID SOUTHERLY LINE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 183.42 FEET AND WHOSE CHORD BEARS SOUTH 86 DEGREES 25 MINUTES 11 SECONDS EAST 22.75 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY 66.37 FEET ALONG SAID SOUTHERLY LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 53.42 FEET AND WHOSE CHORD BEARS SOUTH 47 DEGREES 15 MINUTES 59 SECONDS EAST 62.19 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY 119.07 FEET ALONG THE WESTERLY LINE OF SAID ENTERPRISE CIRCLE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 583.42 FEET AND WHOSE CHORD BEARS SOUTH 05 DEGREES 49 MINUTES 19 SECONDS EAST 118.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 01 MINUTES 29 SECONDS WEST ALONG SAID WESTERLY LINE 403.08 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 494.67 FEET ALONG THE NORTHWESTERLY LINE OF SAID ENTERPRISE CIRCLE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 314.92 FEET AND WHOSE CHORD BEARS SOUTH 45 DEGREES 01 MINUTES 29 SECONDS WEST 445.36 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 633,964 SQUARE FEET OR 14.554 ACRES, MORE OR LESS.

COMMON ADDRESS: 2500 ENTERPRISE CIRCLE
DUPAGE BUSINESS CENTER
WEST CHICAGO, ILLINOIS

PART OF PIN: 04-18-101-001

EXHIBIT B

EARNEST MONEY ESCROW AGREEMENT

TO: Chicago Title Insurance Company
Chicago Commercial Center
10 South Street, Suite 3000
Chicago, Illinois 60603
Attn: Krystina Cozzi,
Joint Order Escrow Administrator

RE: Escrow Trust No. _____

DATE: _____, 2015

I. PARTIES

- A. Seller: DuPage Airport Authority
2700 International Drive, Suite 200
West Chicago, Illinois 60185
Attention: Executive Director
- B. With a copy to Seller's Counsel: Schirott, Luetkehans & Garner, P.C.
105 E. Irving Park Road
Itasca, Illinois 60143
Attention: Phillip Luetkehans/Bruce Garner
- C. Purchaser: CenterPoint Properties Trust
1808 Swift Drive
Oak Brook, Illinois 60523-1501
Attention: Michael Murphy/Ed Harrington
- D. With a copy to Purchaser's Counsel: Richmond Breslin LLP
5215 Old Orchard Road, Suite 420
Skokie, Illinois 60077
Attention: Marjorie Howard
- E. Escrow Holder: Chicago Title Insurance Company
Chicago Commercial Center
10 South Street, Suite 3000
Chicago, Illinois 60603
Attention: Krystina Cozzie

II. PRELIMINARY STATEMENTS

- A. Concurrently with the execution and delivery of this Earnest Money Escrow Agreement, Seller and Purchaser have executed and delivered a certain Vacant

Land Purchase Agreement (“**Agreement**”). Under the terms of the Agreement, Seller has agreed to sell to Purchaser that certain parcel of vacant land located in the DuPage Business Center Park, West Chicago, Illinois.

- B. Pursuant to Paragraph 2(a) of the Agreement, Purchaser is required to deposit with the Escrow Holder the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) to be held by Escrow Holder pursuant to the terms and provisions of this Earnest Money Escrow Agreement.
- C. Pursuant to Paragraph 4 of the Agreement, Purchaser has the right to terminate the Agreement and to have the Initial Earnest Money and interest earned thereon returned to Purchaser.

III. DEPOSIT OF EARNEST MONEY; INVESTMENT DIRECTIONS

- A. Concurrently herewith, Purchaser has deposited the Earnest Money with the Escrow Holder in accordance with the Agreement.
- B. Escrow Holder is hereby authorized and directed to invest the Earnest Money or any portion thereof in accordance with the written direction of Purchaser (or Purchaser’s Counsel). Unless otherwise provided pursuant to the provisions of Section IV hereof, such investment shall be for the benefit of Purchaser. The Federal Taxpayer Identification Number of the Purchaser is 36-3910279.

IV. INSTRUCTIONS

- A. If Purchaser deposits the Earnest Money with the Escrow Holder, the Escrow Holder is instructed to hold and invest the Earnest Money, together with all interest earned thereon, until the Escrow Holder is in receipt of (i) a joint written direction from Seller (or Seller’s Counsel) and Purchaser (or Purchaser’s Counsel) or (ii) an order, judgment or decree addressed to Escrow Holder which shall have been entered or issued by any court and which shall determine the disposition of the Earnest Money and all interest earned thereon.
- B. Any party delivering a notice required or permitted hereunder shall simultaneously deliver copies of such notice to all parties listed in Section I of this Earnest Money Escrow Agreement. All notices required herein shall be either personally delivered, sent by certified or registered mail, postage prepaid, return receipt requested, or sent by overnight courier and shall, in all instances, be deemed to have been received upon delivery thereof.
- C. Except as otherwise expressly set forth in this Earnest Money Escrow Agreement, Escrow Holder shall disregard any and all notices or warnings given by any of the parties hereto.
- D. In case Escrow Holder obeys or complies with any order, judgment or decree of any court with respect to the Earnest Money, Escrow Holder shall not be liable to any of the parties hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree be entered

without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this Earnest Money Escrow Agreement to which Escrow Holder is or may be at any time a party, Seller and Purchaser shall each be liable for one-half of all such costs, fees and expenses incurred or sustained by Escrow Holder and shall forthwith pay the same to Escrow Holder upon demand; provided, however, that in the event Escrow Holder is made a party to any suit or proceeding between Seller and Purchaser, the prevailing party in such suit or proceeding shall have no liability for the payment of Escrow Holder's costs, fees and expenses.

- E. Escrow Holder is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of this Earnest Money Escrow Agreement.
- F. In no case shall the above mentioned deposits be surrendered except (i) in the manner specifically described in this Earnest Money Escrow Agreement; (ii) on an order signed by the Seller (or Seller's Counsel) and Purchaser (or Purchaser's Counsel); or (iii) in obedience to the process of order of a court as aforesaid.
- G. All fees of Escrow Holder shall be charged one-half to Seller and one-half to Purchaser.
- H. Except as to deposits of funds for which Escrow Holder has received express written direction from Purchaser (or Purchaser's Counsel) concerning investment or other handling, the parties hereto agree that the Escrow Holder shall be under no duty to invest or reinvest any deposits at any time held by it hereunder; and, further, that Escrow Holder may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds under Section-3 of the Illinois Banking and Finance Act (Ill. Rev. Stat. ch. 17, para. 1555) and may use any part or all such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any, provided, however, nothing herein shall diminish Escrow Holder's obligation to apply the fully amount of the deposits in accordance with the terms of this Earnest Money Escrow Agreement.
- I. Any order, judgment or decree requiring the Escrow Holder to disburse the Earnest Money shall not be binding upon Purchaser or Seller as to the ultimate disposition of the Earnest Money unless and until a final, non-appealable order, judgment or decree is entered by a court having jurisdiction thereof.
- J. This Earnest Money Escrow Agreement and all provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGE TO EARNEST MONEY ESCROW AGREEMENT.]

FOR SELLER:

Schirott & Luetkehans, P.C.

By: _____
Attorney for Seller

FOR PURCHASER:

Richmond Breslin LLP

By: _____
Attorney for Purchaser

Accepted this ___ day of
_____, 2015

Chicago Title Insurance Company,
Escrow Holder

By: _____
Name: _____
Title: _____

EXHIBIT C

PERMITTED EXCEPTIONS

1. REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. EXCEPTIONS ARISING DUE TO THE ACT OF PURCHASER OR ANYONE CLAIMING BY, THROUGH OR UNDER PURCHASER.
3. OBLIGATIONS IMPOSED ON THE OWNER OF THE PROPERTY PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT.
4. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DUPAGE BUSINESS CENTER DUPAGE BUSINESS CENTER.
5. THE DEED RESTRICTIONS.
6. THE AVIGATION EASEMENT.

[REST OF PERMITTED EXCEPTIONS TO BE INSERTED AFTER REVIEW OF TITLE COMMITMENT PURSUANT TO THE TERMS OF SECTION 6(a) OF THE AGREEMENT.]

EXHIBIT D

DEED RESTRICTIONS

A. Grantee shall not construct nor permit to stand on the land as hereinabove described (the “**Land**”) any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of _____ feet.*

B. Grantee shall file notice consistent with requirements of FAR Part 77 (FAA Form 7460-1) prior to constructing any facility, structure or other item on said Land.

C. Grantee shall not hereafter use nor permit nor suffer use of said Land in such a manner as to create electrical interference with radio communication between the installation upon the DuPage Airport, West Chicago, Illinois (the “**Airport**”) and aircraft or as to make it difficult for fliers to distinguish between Airport lights and others, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.

D. There is hereby reserved to the Grantor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of said Land. This public right shall include the right to cause in said airspace any noise inherent in the operation of any aircraft for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.

E. The aforesaid covenants and agreements shall run with said Land for the benefit of the Grantor and its successors and assigns in the ownership and operation of the Airport.

F. Grantee shall not hereafter use, nor permit, nor suffer use of said Land in such a manner as to create a potential for attracting birds and other wildlife, or any incompatible use as viewed by the FAA, that may pose a hazard to aircraft.

G. The drainage of stormwater onto the Airport shall not increase in volume/rate as a result of the proposed development of said Land.

* Specific height restrictions for the Land, as calculated by the DuPage Airport Authority per the applicable provisions FAR Part 77, shall be inserted in the final Deed Restrictions attached to the Deed.

EXHIBIT E

GRANT OF AVIGATION EASEMENT

WHEREAS, CENTERPOINT PROPERTIES TRUST, a Maryland real estate investment trust (the "**Grantor**") is the owner in fee simple of that certain parcel of land situated in the City of West Chicago, County of DuPage, State of Illinois, more particularly described on the legal description attached hereto as Exhibit A (the "**Subject Property**").

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for itself, its administrators, executors, successors and assigns, does hereby grant, bargain, sell, and convey unto the DuPage Airport Authority an Illinois Special District (the "Grantee"), to and for the benefit of Grantee, its successors and assigns, guests, and invitees, including any and all persons, firms, or entities operating aircraft to or from the DuPage Airport and for the use and benefit of the public, an exclusive easement and right-of-way, appurtenant to the DuPage Airport for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the airspace above any point on the Subject Property above an imaginary horizontal plane starting at _____* feet above the established DuPage Airport elevation (the established DuPage Airport elevation is currently 758 feet above mean sea level which results in a imaginary horizontal plane of _____* feet above mean sea level over the Subject Property), to an infinite height above said imaginary horizontal plane over the Subject Property.

Said easement shall be appurtenant to and for the benefit of certain real property situated in the City of West Chicago, County of DuPage, State of Illinois, commonly known as the DuPage Airport, in the location shown and depicted on Exhibit B attached hereto, including any additions thereto wherever located, hereafter made by the Grantee or its successors and assigns. Said easement and burden, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including, but not limited to the right to cause in all airspace above or in the vicinity of the surface of the Subject Property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of the Subject Property or in landing at or taking off from, or operating at or on said DuPage Airport is hereby granted; and Grantor does hereby fully waive, remise, and release any right or cause of action which it may now have or which it may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said DuPage Airport.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or

future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

The easement and right-of-way hereby grants to the Grantee the continuing right to prevent the erection or growth upon the Subject Property of any building, structure, tree, or other object, extending into the airspace above any point on the Subject Property above the aforesaid imaginary plane, and to remove from said air space, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now located upon, or which in the future may be located upon the Subject Property, together with the right of ingress to, egress from, and passage over the Subject Property for the above purpose.

AND for the consideration hereinabove set forth, the Grantor, for itself, its administrators, executors, successors, and assigns, does hereby agree that for and during the life of said easement and right-of-way, it will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon the Subject Property any building, structure, tree or other object extending into the airspace above any point on the Subject Property above the aforesaid imaginary plane, and that it shall not hereafter use or permit or suffer the use of the Subject Property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or to permit any use of the Subject Property that causes a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the DuPage Airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft. Grantor furthermore waives all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

Grantor shall not hereafter use, nor permit, nor suffer use of the Subject Property, in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

AND TO HOLD said easement and right-of-way, and all rights appurtenant thereto unto the Grantee, its successors, and assigns, until the DuPage Airport shall be abandoned and shall cease to be used for public airport purposes. It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be binding upon the administrators, executors, successors and assigns of the Grantor until the DuPage Airport shall be abandoned and cease to be used for public airport purposes.

* Specific height restrictions for the Land, as calculated by the DuPage Airport Authority per the applicable provisions FAR Part 77, shall be inserted in the final Aviation Easement.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

[SIGNATURE PAGE TO GRANT OF AVIGATION EASEMENT]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this _____ day of _____, 20__.

GRANTOR:

CENTERPOINT PROPERTIES TRUST, a
Maryland real estate investment trust

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF DuPAGE)

The undersigned, a notary public in and for the above county and state, certifies that _____, and _____, who are personally known to me to be the same persons who executed the foregoing document, appeared before me in person and acknowledged signing and delivering the document as their free and voluntary act, for the uses and purposes therein set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

This document prepared by and after recording mail to:

Bruce E. Garner
Schirott, Luetkehans & Garner, P.C.
105 E. Irving Park Road
Itasca, IL 60143
(630) 773-8500
bgarner@sl-atty.com

EXHIBIT F

MEMORANDUM OF OPTION FOR EXPANSION LAND

[SEE ATTACHED]

**THIS INSTRUMENT WAS PREPARED AND
AFTER RECORDING RETURN TO:**

Marjorie C. Howard
Richmond Breslin LLP
5215 Old Orchard Road, Suite 420
Skokie, Illinois 60077
File No. 08279.12224

This space reserved for Recorder.

PIN: PART OF 04-18-101-001

MEMORANDUM OF OPTION TO PURCHASE

THIS MEMORANDUM OF OPTION TO PURCHASE (“Memorandum”) is made as of the _____ day of _____, 20__, by and between **CENTERPOINT PROPERTIES TRUST**, a Maryland real estate investment trust (“CNT”), and **DUPAGE AIRPORT AUTHORITY**, an Illinois special district (“DAA”).

RECITALS:

A. CNT and DAA have heretofore entered into that certain Vacant Land Purchase Agreement dated as of _____, 2015, (the “**Purchase Agreement**”), pursuant to which DAA granted to CNT the option (the “**Option**”) to acquire that certain parcel of property legally described on **Exhibit A** attached hereto and by this reference incorporated herein (the “**Land**”).

B. The terms of the Purchase Agreement relating to the Option are hereby incorporated by reference.

C. CNT and DAA desire to confirm and ratify and provide public notice of the Option including, without limitation, the terms and conditions set forth in this Memorandum.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, CNT and DAA hereby agree as follows:

1. The foregoing Recitals are incorporated herein as though fully set forth in this **Section 1**.

2. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

3. Pursuant to the Purchase Agreement, the Option shall commence on the date hereof and shall expire at 5:00 p.m. on September 30, 2017.

4. CNT and DAA acknowledge that the Purchase Agreement contains certain terms, covenants and conditions related to the Land, and reference should be made to the Purchase Agreement. This Memorandum is prepared for the purpose of recording a notification as to the existence of the Option, but this Memorandum does not alter, amend, modify or change the terms of the Purchase Agreement relating to the Option. In the event of any conflict between the provisions of this Memorandum and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

5. This Memorandum may be executed by the parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Option to Purchase on the day and year written above.

SELLER:

DUPAGE AIRPORT AUTHORITY, an Illinois
Special District

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

PURCHASER:

CENTERPOINT PROPERTIES TRUST, a
Maryland real estate investment trust

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, as _____ and _____, respectively, 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 DUPAGE AIRPORT AUTHORITY, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Illinois special district for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 201____.

(SEAL)

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, as _____ and _____, respectively, of CENTERPOINT PROPERTIES TRUST, a Maryland real estate investment trust, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, of CENTERPOINT PROPERTIES TRUST, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Maryland real estate investment trust for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 201____.

(SEAL)

Notary Public

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF LAND

THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE WESTERLY MOST CORNER OF DUPAGE NATIONAL TECHNOLOGY PARK – SOUTH ASSESSMENT PLAT LOT 2, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2007 AS DOCUMENT NUMBER R2007-184627, ALSO BEING A POINT ON THE SOUTHEASTERLY LINE OF ENTERPRISE CIRCLE, ACCORDING TO THE PLAT RECORDED JULY 17, 2007 AS DOCUMENT R2007-131936; THENCE SOUTHWESTERLY 192.41 FEET ALONG SAID SOUTHEASTERLY LINE OF SAID ENTERPRISE CIRCLE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 385.08 FEET AND WHOSE CHORD BEARS SOUTH 75 DEGREES 42 MINUTES 38 SECONDS WEST 190.42 FEET TO A POINT OF TANGENCY IN SAID SOUTHEASTERLY LINE; THENCE NORTH 00 DEGREES 01 MINUTES 29 SECONDS EAST, DEPARTING FROM SAID SOUTHEASTERLY LINE OF ENTERPRISE CIRCLE A DISTANCE OF 70.17 FEET TO A POINT ON THE NORTH LINE OF SAID ENTERPRISE CIRCLE, SAID POINT BEING A POINT OF CURVATURE ON SAID NORTH LINE AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 58 MINUTES 31 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID ENTERPRISE CIRCLE 685.58 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 494.54 FEET ALONG SAID NORTHERLY LINE AND EASTERLY LINE OF SAID ENTERPRISE CIRCLE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 314.83 FEET AND WHOSE CHORD BEARS NORTH 44 DEGREES 58 MINUTES 31 SECONDS WEST 445.24 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 01 MINUTES 29 SECONDS EAST ALONG SAID EASTERLY LINE 250.17 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 494.54 FEET ALONG EASTERLY LINE AND THE SOUTHERLY LINE OF SAID ENTERPRISE CIRCLE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 314.83 FEET AND WHOSE CHORD BEARS NORTH 45 DEGREES 01 MINUTES 29 SECONDS EAST 445.24 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 58 MINUTES 31 SECONDS EAST ALONG SAID SOUTHERLY LINE 919.99 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 22.76 FEET ALONG SAID SOUTHERLY LINE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 183.42 FEET AND WHOSE CHORD BEARS SOUTH 86 DEGREES 25 MINUTES 11 SECONDS EAST 22.75 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY 66.37 FEET ALONG SAID SOUTHERLY LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 53.42 FEET AND WHOSE CHORD BEARS SOUTH 47 DEGREES 15 MINUTES 59 SECONDS EAST 62.19 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY 119.07 FEET ALONG THE WESTERLY LINE OF SAID ENTERPRISE CIRCLE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 583.42 FEET AND WHOSE CHORD BEARS SOUTH 05 DEGREES 49 MINUTES 19 SECONDS EAST 118.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 01 MINUTES 29 SECONDS WEST ALONG SAID WESTERLY LINE 403.08 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 494.67 FEET ALONG THE NORTHWESTERLY LINE OF SAID ENTERPRISE CIRCLE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 314.92 FEET AND WHOSE CHORD BEARS SOUTH 45 DEGREES 01 MINUTES 29 SECONDS WEST 445.36 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:
THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE WESTERLY MOST CORNER OF DUPAGE NATIONAL TECHNOLOGY PARK – SOUTH ASSESSMENT PLAT LOT 2, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2007 AS DOCUMENT NUMBER R2007-184627, ALSO BEING A POINT ON THE SOUTHEASTERLY LINE OF ENTERPRISE CIRCLE, ACCORDING TO THE PLAT RECORDED JULY 17, 2007 AS DOCUMENT R2007-131936; THENCE SOUTHWESTERLY 192.41 FEET ALONG SAID SOUTHEASTERLY LINE OF SAID ENTERPRISE CIRCLE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 385.08 FEET AND WHOSE CHORD BEARS SOUTH 75 DEGREES 42 MINUTES 38 SECONDS WEST 190.42 FEET TO A POINT OF TANGENCY IN SAID SOUTHEASTERLY LINE; THENCE NORTH 00 DEGREES 01 MINUTES 29

SECONDS EAST, DEPARTING FROM SAID SOUTHEASTERLY LINE OF ENTERPRISE CIRCLE A DISTANCE OF 70.17 FEET TO A POINT ON THE NORTH LINE OF SAID ENTERPRISE CIRCLE, SAID POINT BEING A POINT OF CURVATURE ON SAID NORTH LINE AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 58 MINUTES 31 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID ENTERPRISE CIRCLE 431.66 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 29 SECONDS EAST DEPARTING FROM SAID NORTHERLY LINE OF ENTERPRISE CIRCLE 879.83 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID ENTERPRISE CIRCLE; THENCE SOUTH 89 DEGREES 58 MINUTES 31 SECONDS EAST ALONG SAID SOUTHERLY LINE 666.07 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 22.76 FEET ALONG SAID SOUTHERLY LINE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 183.42 FEET AND WHOSE CHORD BEARS SOUTH 86 DEGREES 25 MINUTES 11 SECONDS EAST 22.75 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY 66.37 FEET ALONG SAID SOUTHERLY LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 53.42 FEET AND WHOSE CHORD BEARS SOUTH 47 DEGREES 15 MINUTES 59 SECONDS EAST 62.19 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY 119.07 FEET ALONG THE WESTERLY LINE OF SAID ENTERPRISE CIRCLE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 583.42 FEET AND WHOSE CHORD BEARS SOUTH 05 DEGREES 49 MINUTES 19 SECONDS EAST 118.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 01 MINUTES 29 SECONDS WEST ALONG SAID WESTERLY LINE 403.08 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 494.67 FEET ALONG THE NORTHWESTERLY LINE OF SAID ENTERPRISE CIRCLE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 314.92 FEET AND WHOSE CHORD BEARS SOUTH 45 DEGREES 01 MINUTES 29 SECONDS WEST 445.36 FEET TO THE POINT OF BEGINNING, all IN DUPAGE COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 457,864 SQUARE FEET OR 10.511 ACRES, MORE OR LESS.

COMMON ADDRESS: 2500 ENTERPRISE CIRCLE
DUPAGE BUSINESS CENTER
WEST CHICAGO, ILLINOIS

PART OF PIN: 04-18-101-001

RESOLUTION 2015-1917

AUTHORIZING THE EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE SALE OF CERTAIN REAL PROPERTY AND GRANT OF TEMPORARY CONSTRUCTION EASEMENTS

WHEREAS, the DuPage Airport Authority (the "Authority") owns certain real property described in the attached Exhibits B-1 through B-6 in fee simple interest; and

WHEREAS, the Authority has reviewed the real property it owns and the Authority's short and long term needs and determined that Parcels B-1 and B-2 are no longer needed by or required for Authority use; and

WHEREAS, the Illinois Department of Transportation ("IDOT") needs to temporarily use Parcels B-3 through B-6 for the road widening project on Illinois Route 64 (North Avenue);

WHEREAS, the Authority and the Illinois Department of Transportation have negotiated an Intergovernmental Agreement attached hereto as Exhibit A (the "IGA") for the sale of the parcels B-1 and B-2 and the granting of a temporary construction easement for the use of parcels B-3 through B-6; and

WHEREAS, the Authority deems it in the best interests of the Authority and the general public to enter into the Intergovernmental Agreement; and

NOW THEREFORE BE IT RESOLVED, that the Authority hereby agrees to enter into the Intergovernmental Agreement attached hereto as Exhibit A and authorizes the Executive Director of the Authority to execute same and take whatever steps necessary to effectuate the terms of said Agreement on behalf of the Authority.

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

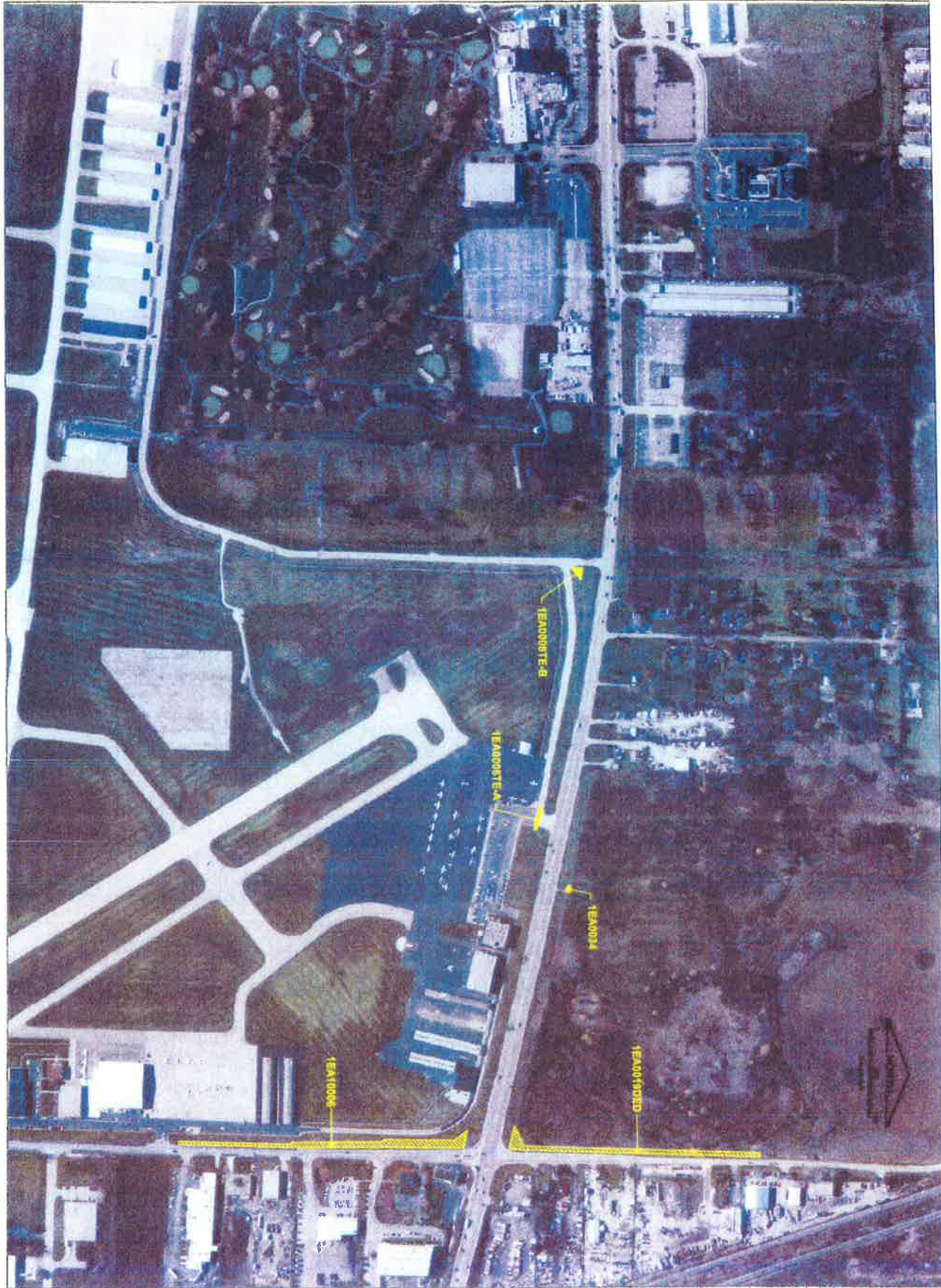
Juan E. Chavez _____
Stephen L. Davis _____
Charles E. Donnelly _____
Peter H. Huizenga _____

Gina R. LaMantia _____
Michael Ledonne _____
Gregory J. Posch _____
Daniel J. Wagner _____

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 11th day of February, 2015.

CHAIRMAN

SECRETARY
RESOLUTION 2015-1917



CMT
 CRAWFORD, MURPHY & TILLY, INC.
 CONSULTING ENGINEERS
 LICENSE NO. 184-000564

DESIGN BY: N/E
 DRAWN BY: W/S
 CHECKED BY: S/A
 APPROVED BY: S/A
 DATE: 5/10/11
 JOB NO: 10253 DT

SHEET 01 OF 1 SHEET

DUPAGE AIRPORT
 WEST CHICAGO, ILLINOIS

**IDOT LAND ACQUISITION
 ROUTE 64**

REVISIONS

NUMBER	BY	DATE

NOTED: SEE SHEET 02 FOR
 GENERAL NOTES &
 SPECIFICATIONS
 DATE: 5/10/11
 BY: W/S
 CHECKED BY: S/A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION AND
THE DUPAGE AIRPORT AUTHORITY PROVIDING FOR THE CONVEYANCE OF CERTAIN
REAL ESTATE RELATING TO THE RECONSTRUCTION OF
IL 64 @ POWIS RD**

This Intergovernmental Agreement ("Agreement") is entered this _____ day of _____, 2015 A.D. ("Effective Date"), by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation (hereinafter the "State"), and the DuPage Airport Authority, an Illinois Special District and public body (hereinafter the "Airport Authority").

RECITALS

WHEREAS, the State has developed and approved plans and specifications for the reconstruction and widening of portions of IL 64 @ Powis Rd in DuPage County, Illinois; and

WHEREAS, the Airport Authority holds title to certain property along IL 64 @ Powis Rd commonly referred to as the DuPage Airport; and

WHEREAS, the State has determined that it is necessary to acquire fee simple title and a temporary easement to portions of the aforementioned Airport Authority property in order to provide for the reconstruction and widening of IL 64 @ Powis Rd (the "Reconstruction Work"); and

WHEREAS, the Airport Authority is an Illinois Special District established under 70 ILCS 5/1-5/21; and

WHEREAS, the Airport Authority's Board of Commissioners has determined that it is reasonable, necessary and in the public interest and welfare to convey fee simple title to portions of the Airport Authority's property to the State in order to allow for the reconstruction and widening of IL 64 @ Powis Rd; and

WHEREAS, in exchange for the conveyances, the State will pay the Airport Authority the mutually agreed value of the property identified herein to be conveyed to the State, and, in addition, the State will construct a storm water sewer system on Airport Authority property; and

WHEREAS, the parties are empowered to enter into this Agreement pursuant to the authority granted in Article VII, Section 10, of the Illinois Constitution of 1970 and the Transfer Act.

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth herein, and in the spirit of interagency cooperation, the parties agree as follows:

1. The preambles set forth above are incorporated herein and made a part hereof.
2. The Airport Authority shall convey to the State fee title to two parcels of real estate totaling approximately 2.729 acres. The Airport Authority shall also grant temporary easements on four parcels of real estate totaling 1.039 acres, of which .975 acres (referred to as Parcel 1EA0006TE-C) is a temporary construction easement parcel to be provided to the State for a payment of \$0.00 to the Airport Authority for the construction and installation of a Storm Water Sewer System, as described in Paragraph 7 below. The six parcels, hereinafter collectively referred to as the "Subject Parcels," are designated as Parcels 1EA0006, 1EA0006TE-A, 1EA0006TE-B, 1EA0006TE-C, 1EA0019 and 1EA0034TE, as shown in the "Plat of Highways, State of Illinois, Department of Transportation, F.A.P. 307 (IL Route 64)" (hereinafter the "Plat of Highways"), Job No. R-91-052-01, prepared by W-T Land Surveying, Inc. 2675 Pratum Avenue, Hoffman Estates, Illinois 60192 and Ruettiger, Tonelli & Associates, 2174 Oneida Street, Joliet, IL 60435 said Sheets being attached hereto and incorporated herein as Group Exhibit A1-A4. Legal descriptions for the Subject Parcels are attached hereto and incorporated herein as Group Exhibit B1-B6.
3. Each of the fee simple conveyances of Parcels 1EA0006 and 1EA0019 shall be made by the Airport Authority pursuant to a Quit Claim Deed substantially in the form identified

in Exhibit C, attached hereto and incorporated herein. As consideration for the Airport Authority's conveyance of the fee simple parcels, the State shall pay the Airport Authority an agreed compensation as follows:

Parcel 1EA0006 - \$285,000.00; and

Parcel 1EA0019 - \$111,605.00;

to be paid at the time the Quit Claim Deed and other conveyance documents are delivered to the State and after title approval is granted by Illinois Department of Transportation Office of Chief Counsel and Illinois Attorney General's Office. This matter shall close through a customary deed and money escrow with Wheatland Title Company as escrowee with the State paying all closing costs associated with said closing. The Quit Claim Deed shall not be recorded until after title approval is granted by the Illinois Department of Transportation Office of Chief Counsel and Illinois Attorney General's Office and the purchase money is disbursed to the Airport Authority.

4. The parties recognize that it will be necessary for the State to temporarily utilize additional areas of the Airport Authority's property in order to perform the work associated with the Reconstruction Work of IL 64 @ Powis Rd. Accordingly, the Airport Authority shall grant the State a temporary construction easement over, under, across and through those portions of the Airport Authority's property depicted on the Plat of Highways as Parcels 1EA0006TE-A, 1EA0006TE-B, 1EA0006TE-C, and 1EA0034TE (said parcels hereinafter collectively referred to as the "Temporary Easement Parcels"). The temporary construction easement agreement shall be in substantially the form attached hereto and incorporated herein as Exhibit D. As consideration for the Airport Authority's conveyance of the temporary construction easement, the State shall pay the Airport Authority an agreed compensation as follows:

Parcel 1EA0006TE-A and Parcel 1EA0006TE-B - \$4,700.00;

Parcel 1EA0006TE-C - \$0.00; and

Parcel 1EA0034TE - \$1,400.00;

to be paid at the time the temporary construction easement agreement and other conveyance documents are delivered to the State and after title approval is granted. This matter shall close through a customary deed and money escrow with Wheatland Title Company as escrowee with the State paying all closing costs associated with said closing. The temporary construction easement agreement shall not be recorded until after title approval is granted by the Illinois Department of Transportation Office of Chief Counsel and Illinois Attorney General's Office and the purchase money is disbursed to the Airport Authority.

5. The State may, at its option and expense, obtain title insurance for the Subject Parcels. Notwithstanding anything to the contrary contained in this Agreement, the conveyances to the State of the Subject Parcels are expressly contingent upon the State's and the Illinois Attorney General's review and approval, as required under the State's standard acquisition requirements and procedures for clearing title, including but not limited to the review of the fully executed transfer and closing documents from the Airport Authority and of the later dated title commitments for the Subject Parcels.

6. The State shall perform the Reconstruction Work in accordance with the Plat of Highways (as defined in Paragraph 2 above) and the final plans and specifications for the Reconstruction Work prepared by W-T Land Surveying, Inc., Ruettiger, Tonelli & Associates, & AECOM, dated January 31, 2013 (the "Reconstruction Work Plans and Specs"), all of which are incorporated herein by reference and made a part hereof.

7. a. As provided in this Agreement, the State shall construct a storm water sewer system ("Storm Water Sewer System") on the Airport Authority property designated Parcel 1EA0006TE-C, in accordance with the final plans and specifications for said work prepared by AECOM, dated January 31, 2013 (the "Storm Sewer Plans and Specs"), which are incorporated herein by reference and made a part hereof. Upon completion of the construction of the Storm

Water Sewer System, the State and its contractors shall, at its sole expense, restore or replace the Temporary Easement Parcels to a condition as required by the Storm Sewer Plans and Specs. To the extent the Storm Sewer Plans and Specs conflict with the Reconstruction Work Plans and Specs referenced in Paragraph 6 herein, the Storm Sewer Plans and Specs shall control and supersede those for the Reconstruction Work. The State shall complete the construction of the Storm Water Sewer System and any necessary restoration work on or before June 30, 2015. The State shall require that its contractor constructing the Storm Water Sewer System indemnify and hold harmless the Airport Authority pursuant to Article 107.26 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, and that the contract with the State's contractor contain the following Special Provision: "The indemnification required under Article 107.26 of the Standard Specifications shall in addition require that the Contractor indemnify and hold harmless the DuPage Airport Authority in the same manner and to the same extent that Contractor is required to indemnify and hold harmless the Department under Article 107.26".

b. The Airport Authority shall grant to the State a temporary construction easement over, under, across and through Parcel 1EA0006TE-C for the construction and installation of the Storm Water Sewer System in accordance with Paragraph 4 herein. The State designed the proposed 48" (or equivalent) storm sewer pipe for the Storm Water Sewer System with input from Dan Pape, the Airport Authority's engineer. Additionally, because the Storm Water Sewer System will be constructed and installed on property owned by the Airport Authority and will serve any future development of the Airport Authority, upon the completion of the Storm Water Sewer System, the Airport Authority agrees that it will own the Storm Water Sewer System and shall thereafter be responsible for all repair, maintenance and replacement of the Storm Water Sewer System after its completion, except to the extent the State's contractor indemnifies and holds harmless the Airport Authority for said repair, maintenance and replacement pursuant to

the contract provision in the State's contract with the contractor as delineated in Article 7(a) herein.

8. All notices required to be given under the terms of this Agreement shall be either served personally during regular business, by facsimile transmission during regular business hours, or by certified or registered mail, return receipt requested, properly addressed and with the postage prepaid and deposited in the mail of the United States Post Office. Notice served upon the Airport Authority shall be addressed to the Executive Director of the DuPage Airport Authority, 2700 International Drive, West Chicago, IL 60185-1091, with a copy to Bruce E. Garner, Schirott, Luetkehans & Garner, LLC, 105 E. Irving Park Rd., Itasca, IL 60143. Notice served upon the State shall be addressed to the Regional Engineer, State of Illinois, Department of Transportation, 201 West Center Court, Schaumburg, Illinois 60196-1096. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

9. In the event any provision of this Agreement is found to be invalid or unenforceable by the court of competent jurisdiction, such determination shall not invalidate or render unenforceable any other provision of this Agreement.

10. The provisions set forth herein represent the entire agreement between the parties and supersede any previous oral or written negotiations, discussion or agreements, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. No provision may be modified or changed in any respect unless such modification or change is in writing, duly approved and signed by both parties.

11. This Agreement shall be executed in duplicate, and each party shall retain a fully executed copy, each of which shall be deemed an original.

[Signatures begin on the next page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the _____ day of _____, 2015.

DUPAGE AIRPORT AUTHORITY

By: _____
(Signature)

By: _____
(Print or Type)

Title: _____

Date: _____

Attest:

Secretary

(SEAL)

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

By: _____
John Fortmann
Deputy Director of Highways,
Region One Engineer

Date: _____

Exhibits:

- EXHIBIT A – Group Exhibit A1-A4 (Plat of Highways)
- EXHIBIT B – Group Exhibit B1-B6 (Legal descriptions of Subject Parcels)
- EXHIBIT C – Quit Claim Deed
- EXHIBIT D – Temporary Construction Easement Agreement

4/3/14

**GROUP EXHIBIT A
Plat of Highways
(A1 – A4)**

4/3/14

GROUP EXHIBIT B
Legal Descriptions of Subject Parcels
(B1 – B6)

Exhibit B-1

Parcel 1EA0019DED

That part of the West Half of the West Half of Section 29, Township 40 North, Range 9 East of the Third Principal Meridian, bounded and described as follows: Beginning at the Intersection of the North Right of Way line of Illinois Route 64 (North Avenue) and the West Right of Way line of Powis Road per Document #95-67851; thence North 78 degrees 10 minutes 29 seconds West along said North Right of Way line, 89.34 feet; thence North 51 degrees 30 minutes 35 seconds East, 80.63 feet; thence North 00 degrees 33 minutes 42 seconds East; 359.96 feet; thence North 00 degrees 30 minutes 50 seconds East, 137.76 feet; thence South 89 degrees 29 minutes 10 seconds East, 18.00 feet; thence North 00 degrees 30 minutes 50 seconds East, 397.30 feet; thence South 89 degrees 29 minutes 10 seconds East, 15.00 feet; thence North 00 degrees 30 minutes 50 seconds East, 356.05 feet; thence South 89 degrees 29 minutes 10 seconds East, 42.00 feet to the East line of the West Half of the Northwest Quarter of said Section 29; thence South 00 degrees 30 minutes 50 seconds West along said line, 726.13 feet; thence North 89 degrees 29 minutes 10 seconds West, 45.00 feet to a point on the West Right of Way line of Powis Road per Document #95-67851; thence South 00 degrees 30 minutes 50 seconds West along said Right of Way line, 160.01 feet; thence South 02 degrees 17 minutes 34 seconds West along said Right of Way line, 165.52 feet; thence South 00 degrees 33 minutes 42 seconds West along said Right of Way line, 262.76 feet to the Point of Beginning, in DuPage County, Illinois.

Said Parcel contains 1.226 acres, more or less of which 0.550 acres are previously used or dedicated for roadway purposes.

Exhibit B-2

Parcel 1EA0006

That part of the Southwest Quarter of Section 29, Township 40 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois, described as follows: Beginning at the intersection of the South Right of Way line of Illinois Route 64 (North Avenue) with the West Right of Way line of Powis Road per Document No. 95-67851; thence on an assumed bearing of South 00 degrees 33 minutes 42 seconds West on said West Right of Way line, 223.31 feet; thence South 01 degree 13 minutes 30 seconds East on said West Right of Way line, 545.30 feet; thence South 89 degrees 26 minutes 18 seconds East, 33.00 feet to the east line of the West half of the Southwest Quarter of said Section 29; thence South 00 degrees 33 minutes 42 seconds West on said East line, 539.03 feet; thence North 89 degrees 18 minutes 55 seconds West, 68.00 feet; thence North 00 degrees 33 minutes 42 seconds East, 583.11 feet; thence North 89 degrees 12 minutes 22 seconds West, 9.00 feet; thence North 00 degrees 33 minutes 42 seconds East, 485.36 feet; thence North 89 degrees 26 minutes 18 seconds West, 11.00 feet; thence North 00 degrees 33 minutes 42 seconds East, 198.39 feet; thence North 37 degrees 33 minutes 19 seconds West, 72.17 feet to a point on the South Right of Way line of Illinois Route 64 (North Avenue); thence South 78 degrees 10 minutes 29 seconds East on said South Right of Way line, 84.17 feet to the Point of Beginning.

Said parcel containing 1.503 acres, more or less of which 0.408 acres has been previously used or dedicated for roadway purposes.

Exhibit B-3

Parcel 1EA0006TE-A

That part of the Southwest Quarter of Section 29, Township 40 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois, described as follows: Commencing at the intersection of the South Right of Way line of Illinois Route 64 (North Avenue) and the East line of said Section 30; thence on an assumed bearing of North 78 degrees 10 minutes 29 seconds West on said South Right of Way line, 164.00 feet to the Point of Beginning; thence South 11 degrees 49 minutes 32 seconds West, 11.00 feet; thence North 78 degrees 10 minutes 29 seconds West, 107.00 feet; thence North 11 degrees 49 minutes 32 seconds East, 11.00 feet on the South Right of Way line of said Illinois Route 64; thence South 78 degrees 10 minutes 29 seconds East on said line, 107.00 feet to the Point of Beginning.

Said parcel containing 0.027 acres, more or less.

Exhibit B-4

Parcel 1EA0006TE-B

That part of the Southwest Quarter of Section 30, Township 40 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois, described as follows: Beginning at the intersection of the South Right of Way line of Illinois Route 64 (North Avenue) and the East Right of Way line of Keil Street; thence Southeasterly on said South Right of Way line, and on a 7540.00 foot radius curve concave to the South, 54.98 feet, the chord of said curve bears an assumed value of South 84 degrees 00 minutes 14 seconds East, 54.98 feet; thence South 51 degrees 45 minutes 23 seconds West, 70.45 feet to the East Right of Way line of said Keil Street; thence North 00 degrees 45 minutes 18 seconds East, on said East Right of Way line, 49.36 feet to the Point of Beginning.

Said parcel containing 0.031 acres, more or less.

EXHIBIT B-5

Parcel 1EA0006TE-C

That part of Lots 2, 3, 4, 5 and A in T. Hanger Area DuPage County Airport, being a subdivision of part of the Southwest Quarter of Section 29, Township 40 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded November 25, 1953 as Document No. R1953-702003 and also that part of said Southwest Quarter in DuPage County, described as follows: Commencing at the intersection of the south right of way line of Illinois Route 64 (North Avenue) with the west right of way line of Powis Road per Document No. 95-67851; thence North 78 degrees 10 minutes 29 seconds West, on the south right of way line of said Illinois Route 64 (North Avenue), 84.17 feet to the Point of Beginning; thence continuing North 78 degrees 10 minutes 29 seconds West, on said south right of way line, 652.61 feet; thence South 11 degrees 48 minutes 41 seconds West, 20.91 feet; thence South 78 degrees 11 minutes 19 seconds East, 575.00 feet; thence South 36 degrees 46 minutes 43 seconds East, 159.22 feet; thence South 00 degrees 41 minutes 24 seconds East, 125.04 feet; thence South 89 degrees 18 minutes 55 seconds East, 12.00 feet; thence South 00 degrees 41 minutes 05 seconds West, 640.00 feet; thence South 89 degrees 18 minutes 55 seconds East, 34.79 feet; thence North 00 degrees 33 minutes 42 seconds East, 156.34 feet; thence North 89 degrees 12 minutes 22 seconds West, 9.00 feet; thence North 00 degrees 33 minutes 42 seconds East, 485.36 feet; thence North 89 degrees 26 minutes 18 seconds West, 11.00 feet; thence North 00 degrees 33 minutes 42 seconds East, 198.39 feet; thence North 37 degrees 33 minutes 19 seconds West, 72.17 feet to the Point of Beginning.

Said parcel containing 0.975 acre, more or less.

EXHIBIT B-6

Parcel 1EA0034TE

That part of the West Half of Section 29, Township 40 North, Range 9 East of the Third Principal Meridian, bounded and described as follows: Commencing at the intersection of the West line of Section 29 and the North Right of Way line of Illinois Route 64; thence South 78 degrees 10 minutes 29 seconds East, 103.00 feet to the Point of Beginning; thence North 11 degrees 49 minutes 32 seconds East, 9.00 feet; thence South 78 degrees 10 minutes 29 seconds East, 31.00 feet; thence South 11 degrees 49 minutes 32 seconds West. 9.00 feet to a point on the said North Right of Way line; thence North 78 degrees 10 minutes 29 seconds West along said line, 31.00 feet to the Point of Beginning, in DuPage County, Illinois.

Said Parcel contains 0.006 acre (279.00 square feet), more or less.

EXHIBIT C
Quit Claim Deed

Exhibit C

4/3/14

EXHIBIT D

Temporary Construction Easement Agreement

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 2015 by and between the DuPage Airport Authority, an Illinois Special District, which acquired title as County of DuPage (hereinafter "Grantor") and the State of Illinois, Department of Transportation (hereinafter "Grantee").

Job No.: R-91-052-01
Parcel No.: 1EA0006 TEA, TEB, TEC & 1EA0034TE

FOR RECORDER'S USE

RECITALS

WHEREAS, Grantee desires to widen and reconstruct IL 64 at Powis Rd on property owned by Grantor; and

WHEREAS, Grantor desires to grant a temporary easement to allow Grantee to reconstruct IL 64 @ Powis Rd (the "Reconstruction Work") under the terms contained herein.

Now, therefore, in exchange for the consideration agreed upon as specified in Paragraph 2 of this Agreement and not in addition to the Intergovernmental Agreement between The State of Illinois, Department of Transportation and The DuPage Airport Authority providing for the Conveyance of Certain Real Estate Relating to the Reconstruction of IL 64 @ Powis Rd ("IGA"), Grantor and Grantee hereby agree as follows:

WITNESSETH

1. Incorporation of Recitals and Intergovernmental Agreement. The Recitals set forth above as well as the terms of the Intergovernmental Agreement are incorporated

herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, in consideration of the sum of Six Thousand One Hundred and 00/100 Dollars (\$6,100.00), and the construction and installation of a storm water sewer system on Grantor's land, and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate legally described in Exhibit 1 attached hereto and incorporated herein by reference and depicted on the Plat of Highways as Exhibit 2 (the "Temporary Easement Area") attached hereto and incorporated herein by reference, to complete the reconstruction of IL 64 @ Powis Rd.

3. Reconstruction Work. Relating to the Reconstruction Work, any improvements installed by Grantee and its contractors or any person or entity furnishing either labor, services or material on behalf of Grantee after the date hereof shall be in accordance with the Plat of Highways (as defined in paragraph 2 above) and the final plans and specifications for the Reconstruction Work prepared by W-T Land Surveying, Inc. & AECOM, dated January 31, 2013, (the "Reconstruction Work Plans and Specifications"), all of which are incorporated herein by reference and made a part hereof. Upon completion of the construction of the Reconstruction Work, Grantee and its contractors shall, at its sole expense, restore or replace the Temporary Easement Parcels to a condition as required by the Reconstruction Work Plans and Specifications.

4. Construction of Storm Sewer. In addition, Grantee shall construct a storm water sewer system on the Grantor's property designated Parcel 1EA0006TE-C. Said storm water sewer system shall be constructed in accordance with the final plans and specifications for said work prepared by AECOM, dated January 31, 2013, (the "Storm Sewer Plans and Specifications"), which are incorporated herein by reference and made a

part hereof. Upon completion of the construction of the storm water sewer system, Grantee and its contractors shall, at its sole expense, restore or replace the Temporary Easement Parcels to a condition as required by the Storm Sewer Plans and Specifications. To the extent the Storm Sewer Plans and Specifications conflict with the Reconstruction Plans and Specifications, the Storm Sewer Plans and Specifications shall control and supersede those for the Reconstruction Work. The State shall complete the construction of the Storm Water Sewer System and any necessary restoration work on or before June 30, 2015. The Grantee shall require that its contractor constructing the Storm Water Sewer System indemnify and hold harmless the Grantor pursuant to Article 107.26 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, and that the contract with Grantee's contractor contain the following Special Provision: "The indemnification required under Article 107.26 of the Standard Specifications shall in addition require that the Contractor indemnify and hold harmless the DuPage Airport Authority in the same manner and to the same extent that Contractor is required to indemnify and hold harmless the Department under Article 107.26".

5. Expiration. This Agreement grants a temporary easement, and unless it is extended in writing by the Grantor and Grantee, this temporary easement shall expire, without any action by either party, five (5) years from the date this Agreement is fully executed or on the completion of the proposed project, whichever is sooner.

6. Restoration. If the Temporary Easement Area is disturbed by Grantee's Construction, Grantee shall restore such within a reasonable time after work is completed to a condition required by the Reconstruction Plans and Specifications and Storm Sewer Plans and Specifications.

7. Reservation. Grantor reserves the right to use, and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or

interfere with the exercise by Grantee of the rights herein granted. Grantor shall erect no buildings on the Temporary Easement Area during the term of this Temporary Easement.

8. Insurance Certificate. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee's Contractors shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than those specified in the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, Section 107.27 in effect on the date of the request for contractor bids for the proposed project is made by Grantee. Prior to entering upon the Temporary Easement Area, Grantee's contractor shall deliver to Grantor certificates of insurance evidencing such coverage and further evidencing that such coverage may be terminated or modified only upon thirty (30) days' prior written notice to Grantor. Grantee's contractors may provide these coverages through a program of self-insurance.

9. Exceptions. The temporary easement granted herein shall be subject to any and all rights of the Public, State, and Municipality in and to that part of the Temporary Easement Area taken or used for road purposes and to any public utilities, whether or not matters of public record.

10. Grantor Reservation. The temporary easement granted herein shall also be subject to the right of Grantor, its successors and assigns, guests, and invitees, including any and all persons, firms, or entities operating aircraft to or from the DuPage Airport and for the right and benefit of the public, of the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the airspace above the Temporary Easement Area, above any point on the Temporary Easement Area starting at the height at which an object is defined as an "Obstruction to Air Navigation" by Part 77 of the

Federal Aviation Regulations, 14 CFR 77, *et. seq.* (or any amendments or modifications of same), to an infinite height above any point on said Temporary Easement Area. Further, Grantee agrees that it shall comply with Part 77 of the Federal Aviation Regulations, 14 CFR 77, *et. seq.* (or any amendments or modifications of same) at all times during its use of the temporary easement granted herein.

11. Grantee's Execution. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. Modification or Termination. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of DuPage County, Illinois.

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 with postage prepaid 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: ATTN: Executive Director

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

with a copy to: Phillip A. Luetkehans, Esq.
Schrott, Luetkehans & Garner, LLC
105 East Irving Park Road
Itasca, IL 60143

If to GRANTEE:

IL Dept. of Transportation
201 W. Center Court
Schaumburg, IL 60196
Attn: Bureau Chief of Land
Acquisition – District 1

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 such delivery.

13. Governing Law. This Agreement shall be governed by the laws of the State of Illinois as to both interpretation and performance.

14. Limitation of Claims. Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, and construction of the storm water sewer system, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property and does not waive any claims under the indemnification provision contained in the contract between Grantee and the contractor constructing the Storm Water Sewer System pursuant to Paragraph 4 herein.

15. Binding. This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

DuPAGE AIRPORT
AUTHORITY,
an Illinois Special District

By: _____

Its: _____

GRANTEE:

ILLINOIS DEPARTMENT OF
TRANSPORTATION

By: _____

Its: _____

This instrument prepared by
and after recording return to:

Illinois Department of Transportation
Bureau of Land Acquisition
Attn: Judy Cortese
201 W. Center Court
Schaumburg, IL 60196

Exhibit 1
Legal Description of the Temporary Easement Area

Exhibit 2
Plat of Highways