

**DuPAGE AIRPORT AUTHORITY
REGULAR BOARD MEETING
THURSDAY, MAY 27, 2021**

The Regular Meeting of the Board of Commissioners of the DuPage Airport Authority was convened at the Daniel L. Goodwin Flight Center Building, 2700 International Drive, West Chicago, Illinois, Third Floor Conference Room; Thursday, May 27, 2021. Chairman Davis called the meeting to order at 3:00 p.m. and a quorum was present for the meeting. Chairman Davis stated due to the Gubernatorial Disaster Proclamation and current conditions consistence with the *Open Meetings Act* the Board Meetings can continue to be held electronically.

Commissioners Present: Charvat, Davis, Getz, LaMantia, Ledonne, Posch, Sharp, Wagner. Chairman Davis and Commissioner LaMantia were physically in attendance, all other board members attended the meeting remotely.

Commissioners Absent: Chavez

DuPage Airport Authority Staff Present: Mark Doles, Executive Director; Patrick Hoard, Director of Finance; Tom Cleveland, Director Operations and Facilities; Dan Barna, Operations and Capital Programs Manager; Brian DeCoudres, Flight Center General Manager; Kristine Klotz, Executive Assistant and Board Liaison. (Staff members were all physically present and observed the required social distancing requirements.)

Others Remotely in Attendance: Phil Luetkehans of Luetkehans, Brady, Garner and Armstrong LLC.; Bruce Garner of Luetkehans, Brady, Garner and Armstrong LLC.; Stephen McLaughlin, Burns and McDonnell; Jim Savio, Sikich LLP; Michael Vonic, Jacobs; Daniel Pape, CMT Engineers; Mark Moran, NAI Hiffman; Todd Merrihew, Jacobs.

Members of the Press:

None

PUBLIC COMMENT

None

APPROVAL OF MINUTES

Chairman Davis asked for additions or corrections to the minutes of the March 18, 2021 Regular Board Meeting and there were none. Commissioner LaMantia made a **MOTION** to approve the minutes of the March 18, 2021 Regular Board Meeting and Commissioner Sharp **seconded the motion**. The motion was passed unanimously by roll call vote (8-0).

Chairman Davis asked for additions or corrections to the minutes of the March 31, 2021 Regular Board Meeting and there were none. Commissioner LaMantia made a **MOTION** to approve the minutes of the March 31, 2021 Regular Board Meeting and Commissioner Sharp **seconded the motion**. The motion was passed unanimously by roll call vote (8-0).

DIRECTOR'S REPORT

DuPage Flight Center fuel numbers continue to be strong with fuel sales being up 39% year-to-date. Flight operations are up 15% for the current year. As of May 26, 2021 there have been 6,100 rounds of golf played at Prairie Landing Golf Club. Last year around the same time, the total rounds to date were only 1,800. Executive Doles stated that flight training at DuPage Airport remains extremely strong. O'Hare Airport is currently down 27% and Midway Airport is down 6% for the year in flight operations.

Executive Doles presented the Economic Impact Study Flyer to the Board of Commissioners. This will be a doubled sided marketing data piece that Gruen Gruen + Associates compiled. He asked the Board of Commissioners for their input on the proposed handout and if any changes needed to be made. Chairman Davis and Executive Director Doles informed the Board that together they will work on a schedule to present the flyer to the DuPage County Board.

Executive Director Doles informed the Board of the renewals of both office agreements with Textron/Cessna and KCAC Aviation. Both companies renewed the office lease agreements for a one-year extension term.

Pheasant Run investment and transactions was briefly discussed. The Airport Authority has seen a 34% return on investment from the 2017 acquisition.

4,660 total vaccines were distributed in the month of March and April. The Pfizer vaccine was distributed to the local community through Albertson's/Jewel Osco. The DuPage Airport played a role in helping the local community and businesses reopen.

US Customs and Border Protection facility renovation began on April 19. Other area airports are building standalone facilities which are a major financial investment. Additional contracts for access control and security system coordination meetings will take place later in the month. Executive Director Doles informed the Board of Commissioners that additional contracts will be presented to the Board for approval.

Maintenance Building Expansion continues with the steel erected and concrete floor poured. The precast is being installed now.

First planning meeting for a new hangar design with Jacobs occurred in April. The initial design phase project is for a 2 bay 48,000 square foot hangar south of the IFR hangar.

The Airport Authority is in negotiations with our law firm for office space on the third floor of the Flight Center Building. This project is a 3,000 – 4,000 square foot build-to-suit office.

Executive Director Doles reported that there was an overnight law enforcement training exercise that was performed at the Prairie Landing Golf Course. The law enforcement training was held on May 6, 2021. The 40-to-50-member unit was training in the air and on the ground. Underutilized locations of the airport are available for additional local law enforcement driving

training programs to occur. This gives the ability for local departments to stay proficient in a controlled environment.

DuPage Aerospace is one of DuPage Airport's largest charter and maintenance facilities. DuPage Aerospace will be making a major capital investment with hangar expansion and an additional 30-year ground lease with possible options. DuPage Aerospace is planning on adding an additional 28,000 square feet which will double the current size of their operation. Planning meetings for their hangar construction have been ongoing.

Discussion followed.

REVIEW OF FINANCIAL STATEMENTS

Patrick Hoard provided a review of the Financial Statements for April 2021 and discussion followed.

Patrick Hoard introduced Jim Savio of Sikich, LLP and asked him to present the 2020 Comprehensive Annual Financial Report (CAFR). Mr. Savio thanked the entire team for meeting all the deadlines and the audit process went smoothly. Mr. Savio stated that the audit process was entirely remote this year. He stated that there were no material weaknesses or significant deficiencies found. There were no instances of non-compliance during the testing.

Discussion followed.

REPORT OF COMMITTEES

Internal Policy and Compliance Committee:

Commissioner LaMantia advised the Internal Policy and Compliance Committee did not meet, and no report given.

Finance, Budget, and Audit Committee:

Commissioner Ledonne reported the Finance, Budget and Audit Committee did not meet. He continued that later in the Board Meeting a presentation of the annual audit would be made by Sikich, LLC.

Golf Committee:

Commissioner Getz stated that the Golf Committee did not meet, and no report was given.

Capital Development, Leasing and Customer Fees:

Commissioner Wagner advised the Capital Development Committee did not meet and no report was given.

DuPage Business Center:

Mark Moran of NAI Hiffman provided an update relating to the current activities of the DuPage Business Center. Mr. Moran reported there are four sites located the DuPage Business Center under contract. Mr. Moran stated that developers are still very motivated, and they continue to see tenant demand.

Discussion followed.

OLD BUSINESS

None

NEW BUSINESS

Proposed Resolution 2021-2438; Disposal/Destruction of Surplus Personal Property.

Approves the internet based public auction of one (1) 1989 Schmidt TS4 Airport Snow Blower. Executive Director Doles read into the record Proposed Resolution 2021-2438. A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2021-2438; Disposal/Destruction of Surplus Personal Property. The **motion was seconded** by Commissioner Sharp. Discussion followed and the motion was passed by roll call vote (8-0).

Proposed Resolution 2021-2439; Award of Contract to Correct Electric Inc. for Fire Alarm System Replacement.

Approves a contract to replace the fire alarm system at the Avel Flight School and Hangar E20. Total authorized construction cost of \$52,476.60, which includes a 10% owner's contingency. Executive Director Doles read into the record Proposed Resolution 2021-2439. A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2021-2439; Approving the Contract to Correct Electric Inc. for Fire Alarm System Replacement.

The **motion was seconded** by Commissioner Sharp. There was no further discussion, and the motion was passed by roll call vote (7-0). Commissioner Charvat abstained.

Proposed Resolution 2021-2440; Award of Contract to KCW Environmental Conditioning, Inc. for HVAC RTU and Boiler Replacement.

Approves a contract to replace an HVAC roof top unit at the Old Administration and to replace the boiler at the Prairie Landing Clubhouse. Total authorized construction cost of \$22,567.60 which includes a 10% owner's contingency.

Executive Director Doles read into the record Proposed Resolution 2021-2440. A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2021-2440; Award of Contract to KCW Environmental Conditioning, Inc. for HVAC RTU and Boiler Replacement. The **motion was seconded** by Commissioner Sharp. Discussion followed and the motion was passed by roll call vote (6-2).

Proposed Resolution 2021-2441; Authorizing Change Order No.1 to Construction Phase Task Order No. 35 with CH2M for the Project: DuPage Airport Authority Maintenance Building Expansion.

Approves a change order in an amount not-to-exceed \$66,346.92, increasing the original Task Order 35 not-to-exceed amount of \$185,652.19 to \$251,999.11 for additional construction observation support.

Executive Director Doles read into the record Proposed Resolution 2021-2441.

A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2021-2441; Authorizing Change Order No.1 to Construction Phase Task Order No. 35 with CH2M for the Project: DuPage Airport Authority Maintenance Building Expansion. The **motion was**

seconded by Commissioner Sharp. Discussion followed and the motion was passed by roll call vote (8-0).

Proposed Resolution 2021-2442; Authorizing the Execution of a First Amendment to Vacant Land Purchase Agreement with Midwest Industrial Funds, Inc.

Executive Director Doles read into the record Proposed Resolution 2021-2442. A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2021-2442; The **motion was seconded** by Commissioner Sharp. Discussion followed and the motion was passed by roll call vote (8-0).

RECESS TO EXECUTIVE SESSION

There was no Executive Session held.

OTHER BUSINESS

Proposed Resolution 2021-2443; Disclosure of Executive Session Minutes.

Approves the disclosure of Executive Session Minutes that the Board of Commissioners has determined are no longer necessary to keep confidential.

Executive Director Doles read into the record Proposed Resolution 2021-2443.

A **MOTION** was made by Commissioner LaMantia to approve Proposed Resolution 2021-2443; Approving Disclosure of Executive Session Minutes. The **motion was seconded** by Commissioner Sharp. There was a brief discussion, and the motion as was unanimously passed by roll call vote (8-0).

A **MOTION** was made by Commissioner LaMantia to adjourn the Regular Meeting of the DuPage Airport Authority Board of Commissioners. The **motion was seconded** by Commissioner Sharp and was passed unanimously by voice vote; the meeting was adjourned at 4:28 p.m.

Stephen L. Davis, Chairman

(ATTEST)

Donald C. Sharp, Secretary



Executive Director's Report – June 2021

1. Airport Operations / Fuel / Prairie Landing Rounds data
2. Customs and Border Protection Facility Renovations started 4/19/2021
On-going. Can observe construction status for those attending meeting.
Access control/security system subcontract on today's agenda
3. Maintenance Building Expansion – precast erected, roofing installation started
4. 2022 proposed hangar design package on today's agenda
5. New lease discussions
East side hangar utilization – executive session
3rd floor buildout/lease of vacant space – design on today's agenda
6. DuPage Aerospace 28,476 SF Hangar Expansion
Land Lease Agreement on today's agenda
7. Pheasant Run Driving Range land release still under review by FAA
8. RFQ for Employee insurance benefits on today's agenda
9. Federal COVID related grant announced 6/22– additional \$148,000 to DPA this year
\$157,000 received in 2020 and utilized to off-set ARFF operational expense



DUPAGE AIRPORT AUTHORITY

MONTHLY STATISTICS

May 2021

	May '21	May '20	'21 vs. '20	May Percent Change	YTD 2021	YTD 2020	'21 vs. '20	Percent Change
FUEL								
100LL	22,689	20,592	2,097	10.2%	92,769	75,893	16,876	22.2%
Jet A	218,771	102,981	115,790	112.4%	971,081	638,143	332,938	52.2%
Total Gallons	241,460	123,573	117,887	95.4%	1,063,850	714,036	349,814	49.0%

OPERATIONS

Local	6,028	7,186	(1,158)	-16.1%	23,663	24,419	(756)	-3.1%
Itinerant	5,361	4,484	877	19.6%	21,659	16,678	4,981	29.9%
Total Ops	11,389	11,670	(281)	-2.4%	45,322	41,097	4,225	10.3%

REGIONAL OPS

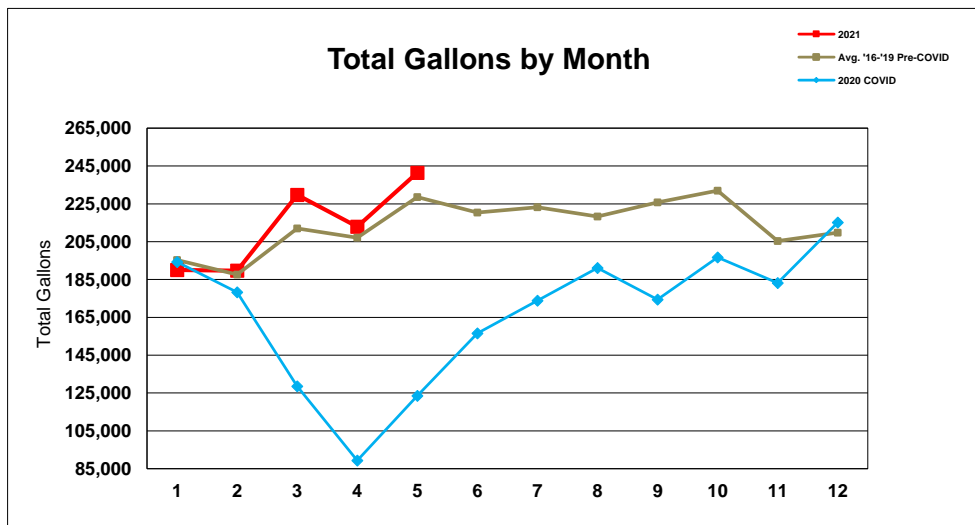
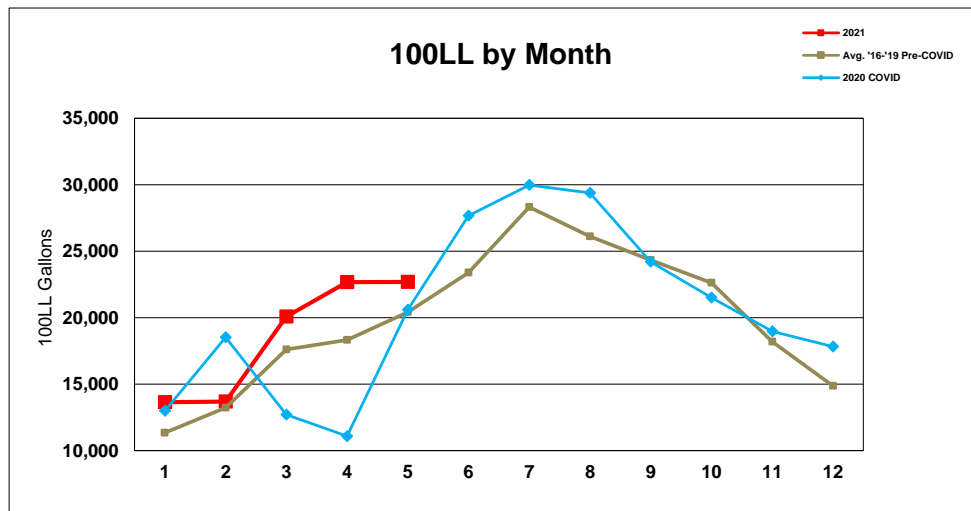
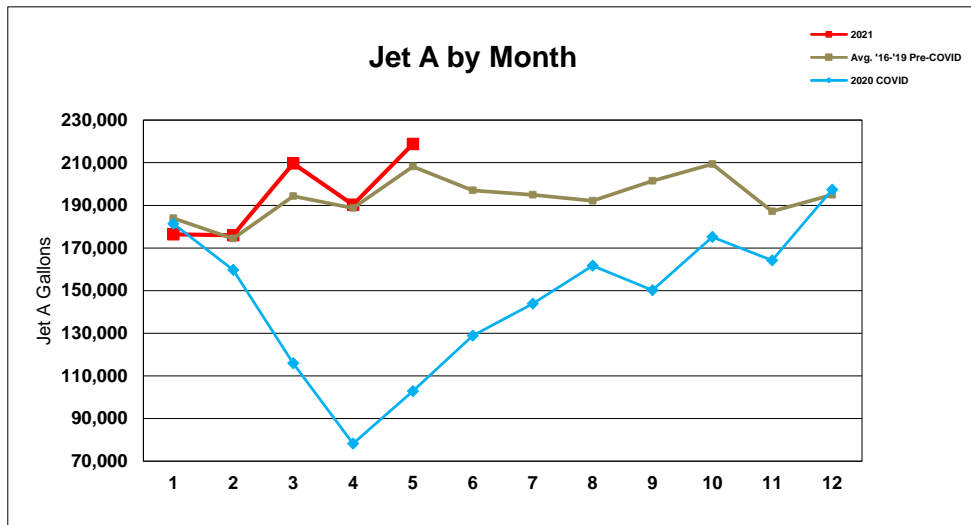
	May '21	May '20	'21 vs. '20	May Percent Change	YTD 2021	YTD 2020	'21 vs. '20	Percent Change
DuPAGE	11,389	11,670	(281)	-2.4%	45,322	41,097	4,225	10.3%
Palwaukee	9,389	4,584	4,805	104.8%	34,690	22,380	12,310	55.0%
Aurora	6,723	6,227	496	8.0%	27,817	23,732	4,085	17.2%
Waukegan	5,349	2,684	2,665	99.3%	20,356	12,082	8,274	68.5%
State of Illinois	144,462	78,084	66,378	85.0%	618,579	540,448	78,131	14.5%
Teterboro	11,839	3,298	8,541	259.0%	47,391	39,631	7,760	19.6%
Van Nuys	28,259	15,340	12,919	84.2%	118,306	81,281	37,025	45.6%
Centennial	22,633	30,046	(7,413)	-24.7%	116,197	119,549	(3,352)	-2.8%

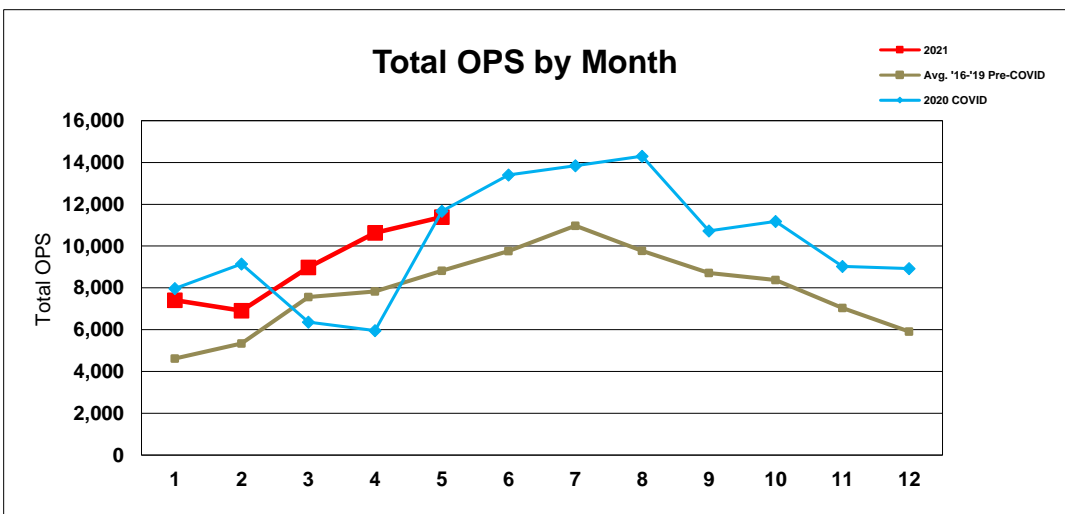
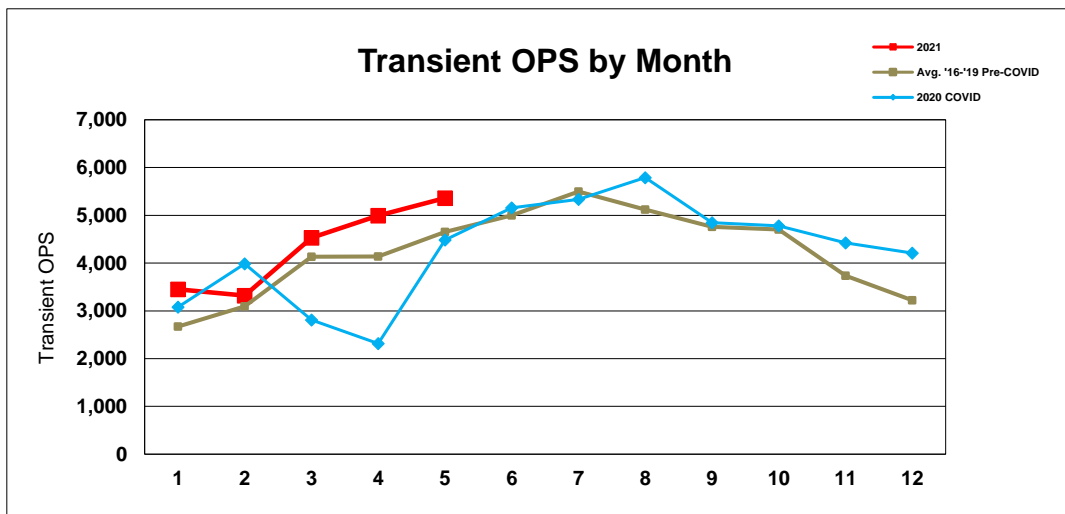
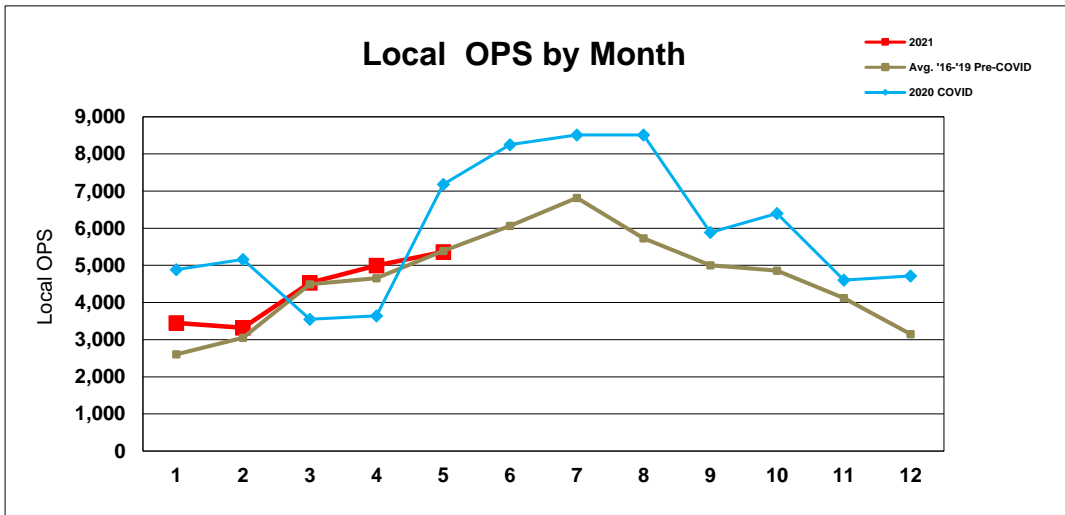
Local OPS

DuPAGE	6,028	7,186	(1,158)	-16.1%	23,663	24,419	(756)	-3.1%
Palwaukee	2,860	1,250	1,610	128.8%	9,801	6,908	2,893	41.9%
Aurora	3,722	3,465	257	7.4%	16,305	14,445	1,860	12.9%
Waukegan	2,068	960	1,108	115.4%	7,814	4,426	3,388	76.5%
State of Illinois	34,996	21,369	13,627	63.8%	163,233	104,688	58,545	55.9%
Teterboro	0	0	0		0	0	0	
Van Nuys	12,619	6,356	6,263	98.5%	51,669	31,845	19,824	62.3%
Centennial	9,243	17,509	(8,266)	-47.2%	53,192	62,468	(9,276)	-14.8%

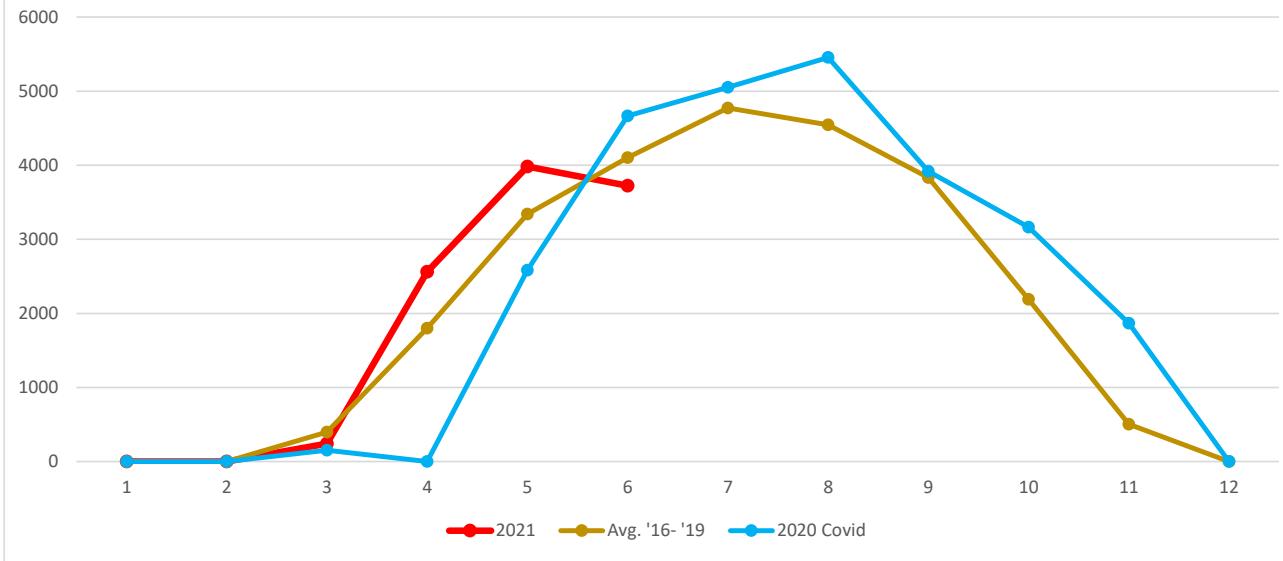
Itinerant OPS

DuPAGE	5,361	4,484	877	19.6%	21,659	16,678	4,981	29.9%
Palwaukee	6,529	3,334	3,195	95.8%	24,889	15,472	9,417	60.9%
Aurora	3,001	2,762	239	8.7%	11,512	9,287	2,225	24.0%
Waukegan	3,281	1,724	1,557	90.3%	12,542	7,656	4,886	63.8%
State of Illinois	109,466	56,715	52,751	93.0%	455,346	435,760	19,586	4.5%
Teterboro	11,839	3,298	8,541	259.0%	47,391	39,631	7,760	19.6%
Van Nuys	15,640	8,984	6,656	74.1%	66,637	49,436	17,201	34.8%
Centennial	13,390	12,537	853	6.8%	63,005	57,081	5,924	10.4%

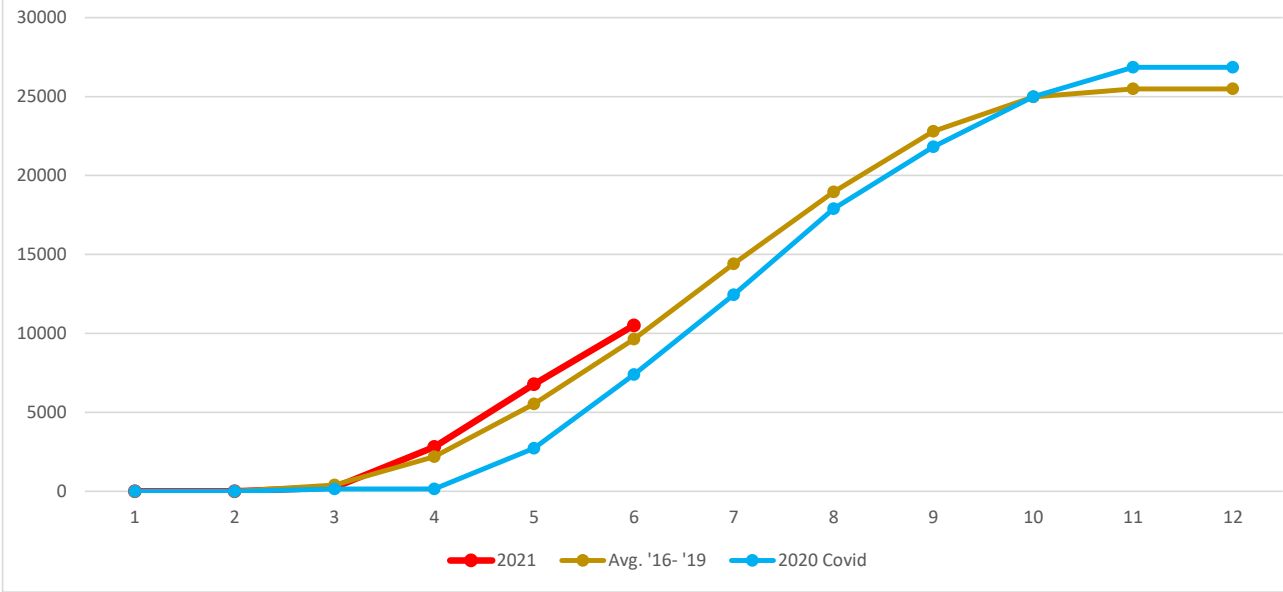




PLGC Golf Rounds by Month
 June 2021 data is thru 6/23



PLGC Cumulative Golf Rounds





DUPAGE AIRPORT AUTHORITY

5/31/2021

**FINANCIALS
PRE-AUDIT
COMMISSIONERS**

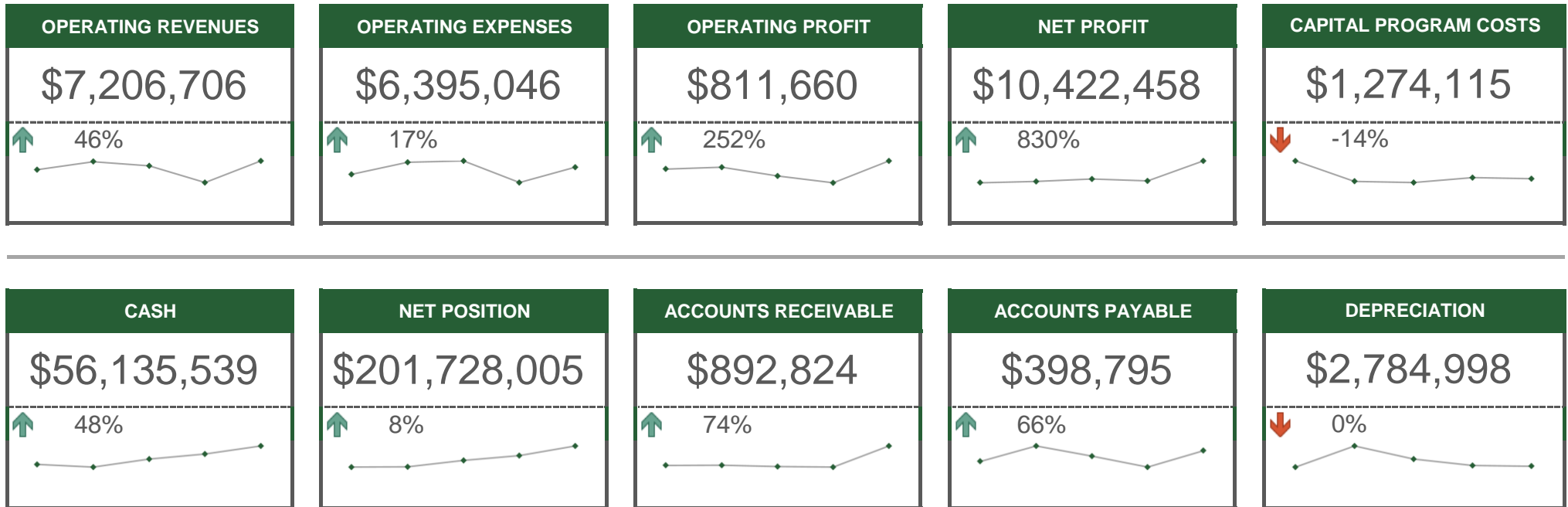
YTD FINANCIAL SUMMARY

DuPage Airport Authority

May

2021

KEY METRICS



YTD SUMMARY - BY OPERATION

DuPage Airport Authority
YTD May 2021

	AIRPORT			FLIGHT CENTER			PRAIRIE LANDING		
	YTD Budget	YTD Actual	Actual vs. Budget	YTD Budget	YTD Actual	Actual vs. Budget	YTD Budget	YTD Actual	Actual vs. Budget
OPERATING									
Operating Revenues	\$1,488,961	\$1,561,237	\$72,276	\$2,810,401	\$4,851,045	\$2,040,644	\$688,750	\$794,424	\$105,674
Operating Expenses	\$2,959,102	\$2,672,557	-\$286,545	\$2,183,330	\$3,016,633	\$833,303	\$796,410	\$705,856	-\$90,554
Operating Profit	-\$1,470,141	-\$1,111,320	\$358,821	\$627,071	\$1,834,412	\$1,207,341	-\$107,660	\$88,568	\$196,228
NON-OPERATING									
Non-Operating Revenues	\$4,637,096	\$12,519,665	\$7,882,569	\$0	\$0	\$0	\$0	\$1,400	\$1,400
Non-Operating Expenses	\$114,200	\$116,800	\$2,600	\$0	\$0	\$0	\$57,500	-\$51,238	-\$108,738
Non-Operating Profit	\$4,522,896	\$12,402,865	\$7,879,969	\$0	\$0	\$0	-\$57,500	\$52,638	\$110,138
Net Profit (Loss) Excluding Depreciation & Major Maintenance	\$3,052,755	\$11,291,545	\$8,238,790	\$627,071	\$1,834,412	\$1,207,341	-\$165,160	\$141,205	\$306,365
Depreciation Expense	\$2,988,755	\$2,780,497	-\$208,258	\$3,465	\$3,467	\$2	\$1,035	\$1,033	-\$2
Major Maintenance	\$94,000	\$39,707	-\$54,293	\$0	\$20,000	\$20,000	\$85,920	\$0	-\$85,920
Transfers In (Out)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Profit (Loss)	-\$30,000	\$8,471,341	\$8,501,341	\$623,606	\$1,810,945	\$1,187,339	-\$252,115	\$140,173	\$392,288

YTD SUMMARY - TOTAL OPERATIONS

DuPage Airport Authority
YTD May 2021

	YTD Budget	YTD Actual	Actual vs. Budget
<u>OPERATING</u>			
Operating Revenues	\$4,988,112	\$7,206,706	\$2,218,594
Operating Expenses	\$5,938,842	\$6,395,046	\$456,204
Operating Profit	-\$950,730	\$811,660	\$1,762,390
<u>NON-OPERATING REVENUES</u>			
Miscellaneous Taxes	\$32,281	\$53,596	\$21,315
Property Taxes/Abatements	\$184,894	\$413,504	\$228,610
Federal & State Grants	\$962,388	\$25,643	-\$936,745
Investment Income	\$42,200	\$43,140	\$940
Unrealized Gain (Loss) from Investments	\$0	\$0	\$0
Gain (Loss) on Sale of Fixed Assets	\$3,415,333	\$11,985,181	\$8,569,848
Total Non-Operating Revenues	\$4,637,096	\$12,521,065	\$7,883,969
<u>NON-OPERATING EXPENSES</u>			
Property Tax (DAA)	\$114,200	\$116,800	\$2,600
Property Tax (PLGC)	\$57,500	-\$51,238	-\$108,738
Total Non-Operating Expenses	\$171,700	\$65,562	-\$106,138
Non-Operating Profit	\$4,465,396	\$12,455,502	\$7,990,106
Net Profit (Loss) Excluding Depreciation & Major Maintenance	\$3,514,666	\$13,267,163	\$9,752,497
Depreciation Expense	\$2,993,255	\$2,784,998	-\$208,257
Major Maintenance	\$179,920	\$59,707	-\$120,213
Net Profit (Loss)	\$341,491	\$10,422,458	\$10,080,967
Total YTD Revenues	\$9,625,208	\$19,727,771	\$10,102,563
Total YTD Expenditures	\$6,110,542	\$6,460,608	\$350,066
Capital Development Programs	\$6,337,827	\$1,274,115	-\$5,063,712
Future Project Expense	\$0	\$0	\$0
Transfers In (Out)	\$0	\$0	\$0

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF NET POSITION

For the Period Ended May 31, 2021

CURRENT ASSETS

Cash & Cash Equivalents	8,397,730
Cash & Cash Equivalents - Designated	4,513,810
Cash & Cash Equivalents - Restricted	43,223,999
Investments	-
Investments - Restricted	-
Investments - Designated	-
Receivables	
Property Taxes	6,061,752
Accounts	892,824
Accrued Interest	-
Long-term Note Receivable, Current Portion	-
Prepaid Expenses	555,347
Inventories	241,048

Total Current Assets 63,886,510

NONCURRENT ASSETS

Advance to Other Subfunds	-
Long-term Note Receivable, Net of Current Portion	-
Net Pension Asset - IMRF	213,902

Total Noncurrent Assets 213,902

Capital Assets

Not Being Depreciated	71,536,395
Being Depreciated	289,691,310
Less Accumulated Depreciation	(214,083,606)

Net Capital Assets 147,144,099

DEFERRED OUTFLOWS OF RESOURCES

Pension Items - IMRF	650,383
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Total Deferred Outflows of Resources 650,383

Total Noncurrent Assets 148,008,384

Total Assets 211,894,894

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF NET POSITION

For the Period Ended May 31, 2021

CURRENT LIABILITIES

Accounts Payable	398,795
Retainage Payable	-
Accrued Liabilities	535,938
Compensated Absences, Current Portion	77,282
Customer Deposits and Advances	242,173
Security Deposits	283,975
Unearned Revenue	124,795

Total Current Liabilities 1,662,959

NONCURRENT LIABILITIES

Unearned Revenue	977,558
Advance from Other Subfunds	-
Net Pension Liability - IMRF	-
Compensated Absences, Net of Current Portion	309,130

Total Noncurrent Liabilities 1,286,688

Total Liabilities 2,949,646

DEFERRED INFLOWS OF RESOURCES

Deferred Revenue - Property Taxes	6,039,715
Pension Items - IMRF	1,177,528

Total Deferred Inflows of Resources 7,217,243

**Total Liabilities and
Deferred Inflows of Resources** 10,166,890

NET POSITION

Net Investment in Capital Assets	147,144,099
Restricted for Aeronautical Purposes	43,223,999
Unrestricted	11,359,907

Total Net Position 201,728,005

**TOTAL LIABILITIES, DEFERRED INFLOWS
OF RESOURCES, AND NET POSITION** 211,894,894

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF CASH FLOWS

For the Period Ended May 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers and users	6,943,580
Payments to suppliers	(4,910,158)
Payments to and on behalf of employees	(2,388,918)

Net cash from operating activities (355,496)

**CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES**

Non-operating revenues - property taxes	413,504
Non-operating revenues - replacement taxes	53,596

Net cash from noncapital financing activities 467,100

**CASH FLOWS FROM CAPITAL AND RELATED
FINANCING ACTIVITIES**

Grant monies received	25,643
Acquisition and construction of capital assets	(2,339,946)
Gain (Loss) from sale of capital assets	11,985,181

Net cash from capital and related financing activities 9,670,878

CASH FLOWS FROM INVESTING ACTIVITIES

Net change in investments	3,645,746
Investment income	59,521

Net cash from investing activities 3,705,268

NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS 13,487,749

CASH AND CASH EQUIVALENTS, JANUARY 1 42,647,789

CASH AND CASH EQUIVALENTS, MAY 31 56,135,539

PRESENTED AS

Cash and cash equivalents	12,911,540
Cash and cash equivalents - restricted	43,223,999

Total cash and cash equivalents 56,135,539

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

STATEMENT OF CASH FLOWS

For the Period Ended May 31, 2021

**RECONCILIATION OF OPERATING INCOME (LOSS)
TO NET CASH FROM OPERATING ACTIVITIES**

Operating income (loss)	(2,102,129)
Adjustments to reconcile operating income (loss) to net cash from operating activities	
Depreciation	2,784,998
Miscellaneous income	3,523
Changes in assets and liabilities	
Accounts receivable	(196,796)
Note receivable	-
Prepaid expenses	(404,748)
Inventories	(50,430)
Accounts payable	(16,475)
Accrued liabilities	(236,573)
Compensated absences	(4,384)
Net pension liability - IMRF	-
Pension items - IMRF	-
Customer deposits and advances	(94,316)
Security deposits	13,833
Unearned revenue	(51,998)
NET CASH FROM OPERATING ACTIVITIES	<u><u>(355,496)</u></u>

**NON-CASH INVESTING, CAPITAL, AND
FINANCING ACTIVITIES**

Contributions	-
Capital asset additions in accounts payable and retainage payable	(1,065,832)
Change in the fair value of investments	-

**DUPAGE AIRPORT AUTHORITY
WEST CHICAGO, ILLINOIS**

**STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN NET POSITION - BY SUBFUND**

For the Period Ended May 31, 2021

	Airport Operations	Dupage Flight Center	Prairie Landing Golf Course	Total
OPERATING REVENUES				
Aircraft Storage	1,218,433	240,364	-	1,458,797
Leases, Commissions, Fees	342,304	-	-	342,304
Golf Course Operations	-	-	826,817	826,817
Line Service	-	4,608,246	-	4,608,246
Total Operating Revenues	1,560,738	4,848,610	826,817	7,236,164
OPERATING EXPENSES				
Direct Costs				
Airport Operations	1,894,994	-	-	1,894,994
Golf Course Operations	-	-	534,236	534,236
Line Service	-	2,408,164	-	2,408,164
General and Administrative				
Salaries and Benefits	553,138	562,901	57,735	1,173,774
Utilities	-	3,716	23,623	27,339
Office Expense	21,373	16,375	49,199	86,947
Insurance	51,372	43,454	29,535	124,360
Professional Services	67,658	-	6,683	74,341
Postage	2,706	-	1,715	4,421
Real Estate Tax	116,800	-	(51,238)	65,562
Advertising and Promotions	37,097	2,024	36,111	75,232
Miscellaneous	83,925	-	-	83,925
Total Operating Expenses	2,829,063	3,036,633	687,599	6,553,295
OPERATING INCOME (LOSS) BEFORE DEPRECIATION	(1,268,326)	1,811,977	139,218	682,869
Depreciation	2,780,497	3,467	1,033	2,784,998
OPERATING INCOME (LOSS)	(4,048,823)	1,808,509	138,185	(2,102,129)
NON-OPERATING REVENUES (EXPENSES)				
Property Taxes	413,504	-	-	413,504
Personal Property Replacement Tax	53,596	-	-	53,596
Investment Income	43,140	-	-	43,140
Miscellaneous Income	499	2,436	588	3,523
Gain (Loss) on Disposal of Capital Assets	11,983,781	-	1,400	11,985,181
Total Non-Operating Revenues (Expenses)	12,494,520	2,436	1,988	12,498,944
INCOME (LOSS) BEFORE CONTRIBUTIONS & TRANSFERS	8,445,697	1,810,945	140,173	10,396,815
Contributions	25,643	-	-	25,643
Transfers In (Out)	-	-	-	-
CHANGE IN NET POSITION	8,471,341	1,810,945	140,173	10,422,458
NET POSITION, JANUARY 1	168,505,808	24,260,425	(1,460,687)	191,305,546
NET POSITION, MAY 31	176,977,149	26,071,370	(1,320,514)	201,728,005

Total DuPage Airport Authority

STATEMENT OF REVENUES AND EXPENSES

For the Month Ending 5/31/2021

	Month			YTD			2021 Annual Budget	Month			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance		2021	2020	Variance	2021	2020	Variance
REVENUES													
Airport Operations	\$ 294,020	\$ 281,688	\$ 12,332	\$ 1,561,237	\$ 1,488,961	\$ 72,276	\$ 4,013,804	\$ 294,020	\$ 265,391	\$ 28,629	\$ 1,561,237	\$ 1,494,611	\$ 66,626
Prairie Landing Golf Club	\$ 289,468	\$ 248,000	\$ 41,468	\$ 794,424	\$ 688,750	\$ 105,674	\$ 2,468,201	\$ 289,468	\$ 93,785	\$ 195,683	\$ 794,424	\$ 285,356	\$ 509,067
DuPage Flight Center	\$ 1,096,189	\$ 614,848	\$ 481,341	\$ 4,851,045	\$ 2,810,401	\$ 2,040,644	\$ 7,092,386	\$ 1,096,189	\$ 475,390	\$ 620,799	\$ 4,851,045	\$ 3,140,706	\$ 1,710,339
Total Revenues	\$ 1,679,677	\$ 1,144,536	\$ 535,141	\$ 7,206,706	\$ 4,988,112	\$ 2,218,594	\$ 13,574,391	\$ 1,679,677	\$ 834,566	\$ 845,111	\$ 7,206,706	\$ 4,920,673	\$ 2,286,033
OPERATING EXPENSES													
Airport Operations	\$ 251,582	\$ 291,958	\$ (40,376)	\$ 1,532,109	\$ 1,650,702	\$ (118,593)	\$ 3,880,050	\$ 251,582	\$ 307,341	\$ (55,758)	\$ 1,532,109	\$ 1,496,554	\$ 35,556
Prairie Landing Golf Club	\$ 157,411	\$ 208,805	\$ (51,394)	\$ 495,404	\$ 580,676	\$ (85,272)	\$ 1,798,160	\$ 157,411	\$ 143,167	\$ 14,244	\$ 495,404	\$ 412,973	\$ 82,431
DuPage Flight Center	\$ 565,498	\$ 317,765	\$ 247,733	\$ 2,368,480	\$ 1,476,001	\$ 892,479	\$ 3,697,322	\$ 565,498	\$ 163,582	\$ 401,916	\$ 2,368,480	\$ 1,548,126	\$ 820,354
Total Cost of Sales	\$ 974,491	\$ 818,528	\$ 155,963	\$ 4,395,993	\$ 3,707,379	\$ 688,614	\$ 9,375,532	\$ 974,491	\$ 614,089	\$ 360,402	\$ 4,395,993	\$ 3,457,653	\$ 938,340
Gross Profit/(Loss)	\$ 705,186	\$ 326,008	\$ 379,178	\$ 2,810,713	\$ 1,280,733	\$ 1,529,980	\$ 4,198,859	\$ 705,186	\$ 220,476	\$ 484,709	\$ 2,810,713	\$ 1,463,020	\$ 1,347,693
GENERAL AND ADMINISTRATIVE													
Airport Operations	\$ 246,153	\$ 262,766	\$ (16,613)	\$ 1,140,447	\$ 1,308,400	\$ (167,953)	\$ 3,217,373	\$ 246,153	\$ 289,288	\$ (43,135)	\$ 1,140,447	\$ 1,154,636	\$ (14,189)
Prairie Landing Golf Club	\$ 44,617	\$ 46,222	\$ (1,605)	\$ 210,452	\$ 215,734	\$ (5,282)	\$ 525,064	\$ 44,617	\$ 36,171	\$ 8,446	\$ 210,452	\$ 183,116	\$ 27,336
DuPage Flight Center	\$ 127,400	\$ 143,444	\$ (16,044)	\$ 648,153	\$ 707,329	\$ (59,176)	\$ 1,748,207	\$ 127,400	\$ 158,647	\$ (31,248)	\$ 648,153	\$ 660,382	\$ (12,229)
Total G&A Costs	\$ 418,169	\$ 452,432	\$ (34,263)	\$ 1,999,052	\$ 2,231,463	\$ (232,411)	\$ 5,490,644	\$ 418,169	\$ 484,106	\$ (65,937)	\$ 1,999,052	\$ 1,998,134	\$ 918
Operating Income/(Loss)	\$ 287,017	\$ (126,424)	\$ 413,441	\$ 811,660	\$ (950,730)	\$ 1,762,390	\$ (1,291,785)	\$ 287,017	\$ (263,629)	\$ 550,646	\$ 811,660	\$ (535,114)	\$ 1,346,775
NON-OPERATING REVENUES/(EXPENSES)													
Property and Other Tax Revenue	\$ 413,425	\$ 196,371	\$ 217,054	\$ 467,100	\$ 217,175	\$ 249,925	\$ 5,592,400	\$ 413,425	\$ 74,266	\$ 339,159	\$ 467,100	\$ 99,644	\$ 367,456
Property Tax Expenses	\$ 72,414	\$ (34,340)	\$ 106,754	\$ (65,562)	\$ (171,700)	\$ 106,138	\$ (412,080)	\$ 72,414	\$ (17,660)	\$ 90,074	\$ (65,562)	\$ (136,198)	\$ 70,635
Federal & State Grants	\$ 9,082	\$ 481,194	\$ (472,112)	\$ 25,643	\$ 962,388	\$ (936,745)	\$ 6,175,785	\$ 9,082	\$ -	\$ 9,082	\$ 25,643	\$ -	\$ 25,643
Investment Income	\$ 6,293	\$ 4,500	\$ 1,793	\$ 43,140	\$ 42,200	\$ 940	\$ 73,700	\$ 6,293	\$ 6,475	\$ (182)	\$ 43,140	\$ 153,597	\$ (110,457)
Unrealized Gain/Loss from Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amortization (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gain on Sale of Fixed Assets	\$ 50	\$ 2,500	\$ (2,450)	\$ 11,985,181	\$ 3,415,333	\$ 8,569,848	\$ 3,432,833	\$ 50	\$ 826	\$ (776)	\$ 11,985,181	\$ 1,959,569	\$ 10,025,612
Total Non-Operating Revenues/(Expenses)	\$ 501,264	\$ 650,225	\$ (148,961)	\$ 12,455,502	\$ 4,465,396	\$ 7,990,106	\$ 14,862,638	\$ 501,264	\$ 63,907	\$ 437,357	\$ 12,455,502	\$ 2,076,613	\$ 10,378,889
Net Income/(Loss) before Depreciation	\$ 788,280	\$ 523,801	\$ 264,479	\$ 13,267,163	\$ 3,514,666	\$ 9,752,497	\$ 13,570,853	\$ 788,280	\$ (199,722)	\$ 988,003	\$ 13,267,163	\$ 1,541,499	\$ 11,725,664
Depreciation	\$ 556,999	\$ 598,651	\$ (41,652)	\$ 2,784,998	\$ 2,993,255	\$ (208,257)	\$ 7,183,812	\$ 556,999	\$ 558,675	\$ (1,676)	\$ 2,784,998	\$ 2,793,677	\$ (8,679)
Net Income/(Loss) after Depreciation	\$ 231,281	\$ (74,850)	\$ 306,131	\$ 10,482,165	\$ 521,411	\$ 9,960,754	\$ 6,387,041	\$ 231,281	\$ (758,398)	\$ 989,679	\$ 10,482,165	\$ (1,252,178)	\$ 11,734,343
Major Maintenance	\$ 19,351	\$ 38,000	\$ (18,649)	\$ 59,707	\$ 179,920	\$ (120,213)	\$ 2,638,920	\$ 19,351	\$ 52,258	\$ (32,907)	\$ 59,707	\$ 176,417	\$ (116,710)
Engineering Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers (In) Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Income/(Loss)	\$ 211,930	\$ (112,850)	\$ 324,780	\$ 10,422,458	\$ 341,491	\$ 10,080,967	\$ 3,748,121	\$ 211,930	\$ (810,656)	\$ 1,022,586	\$ 10,422,458	\$ (1,428,595)	\$ 11,851,053

Airport and Administration

STATEMENT OF REVENUES AND EXPENSES

For the Month Ending 5/31/2021

	Month			YTD			2021 Annual Budget	Month			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance		2021	2020	Variance	2021	2020	Variance
REVENUES													
Administrative	\$ 6,518	\$ 12,503	\$ (5,985)	\$ 46,016	\$ 62,590	\$ (16,574)	\$ 400,561	\$ 6,518	\$ 2,685	\$ 3,833	\$ 46,016	\$ 58,355	\$ (12,339)
Field Operations	\$ 33,445	\$ 24,109	\$ 9,336	\$ 233,277	\$ 202,145	\$ 31,132	\$ 660,732	\$ 33,445	\$ 21,773	\$ 11,673	\$ 233,277	\$ 198,956	\$ 34,321
Building Operations	\$ 236,403	\$ 228,847	\$ 7,556	\$ 1,196,936	\$ 1,143,081	\$ 53,855	\$ 2,757,763	\$ 236,403	\$ 226,751	\$ 9,652	\$ 1,196,936	\$ 1,173,256	\$ 23,681
Flight Center	\$ 17,653	\$ 16,229	\$ 1,424	\$ 85,008	\$ 81,145	\$ 3,863	\$ 194,748	\$ 17,653	\$ 14,182	\$ 3,471	\$ 85,008	\$ 64,044	\$ 20,964
Total Revenues	\$ 294,020	\$ 281,688	\$ 12,332	\$ 1,561,237	\$ 1,488,961	\$ 72,276	\$ 4,013,804	\$ 294,020	\$ 265,391	\$ 28,629	\$ 1,561,237	\$ 1,494,611	\$ 66,626
OPERATING EXPENSES													
Field Operations	\$ 110,166	\$ 136,881	\$ (26,715)	\$ 743,333	\$ 806,085	\$ (62,752)	\$ 1,884,453	\$ 110,166	\$ 146,430	\$ (36,264)	\$ 743,333	\$ 732,958	\$ 10,375
Building Operations	\$ 72,296	\$ 86,009	\$ (13,713)	\$ 434,501	\$ 483,936	\$ (49,435)	\$ 1,100,935	\$ 72,296	\$ 76,262	\$ (3,966)	\$ 434,501	\$ 377,635	\$ 56,865
Flight Center	\$ 20,176	\$ 23,398	\$ (3,222)	\$ 98,804	\$ 118,490	\$ (19,686)	\$ 296,976	\$ 20,176	\$ 20,350	\$ (174)	\$ 98,804	\$ 86,598	\$ 12,206
Shop Equip. Operations	\$ 28,998	\$ 27,442	\$ 1,556	\$ 159,728	\$ 144,444	\$ 15,284	\$ 345,314	\$ 28,998	\$ 33,503	\$ (4,505)	\$ 159,728	\$ 167,162	\$ (7,434)
Projects & Procurement	\$ 19,946	\$ 18,228	\$ 1,718	\$ 95,744	\$ 97,747	\$ (2,003)	\$ 252,872	\$ 19,946	\$ 30,795	\$ (10,849)	\$ 95,744	\$ 132,200	\$ (36,456)
Total Cost of Sales	\$ 251,582	\$ 291,958	\$ (40,376)	\$ 1,532,109	\$ 1,650,702	\$ (118,593)	\$ 3,880,050	\$ 251,582	\$ 307,341	\$ (55,758)	\$ 1,532,109	\$ 1,496,554	\$ 35,556
Gross Profit/(Loss)	\$ 42,437	\$ (10,270)	\$ 52,707	\$ 29,128	\$ (161,741)	\$ 190,869	\$ 133,754	\$ 42,437	\$ (41,950)	\$ 84,387	\$ 29,128	\$ (1,943)	\$ 31,071
GENERAL AND ADMINISTRATIVE													
Administrative	\$ 202,484	\$ 220,983	\$ (18,499)	\$ 927,941	\$ 1,097,838	\$ (169,897)	\$ 2,688,136	\$ 202,484	\$ 236,565	\$ (34,081)	\$ 927,941	\$ 942,694	\$ (14,753)
Commissioners	\$ 8,651	\$ 8,832	\$ (181)	\$ 44,120	\$ 44,160	\$ (40)	\$ 105,984	\$ 8,651	\$ 9,144	\$ (493)	\$ 44,120	\$ 43,562	\$ 559
Business Dev./Marketing	\$ 7,058	\$ 7,400	\$ (342)	\$ 34,922	\$ 35,800	\$ (878)	\$ 95,850	\$ 7,058	\$ 4,142	\$ 2,916	\$ 34,922	\$ 21,620	\$ 13,302
Accounting	\$ 27,960	\$ 25,551	\$ 2,409	\$ 133,464	\$ 130,602	\$ 2,862	\$ 327,403	\$ 27,960	\$ 39,437	\$ (11,477)	\$ 133,464	\$ 146,761	\$ (13,296)
Total G&A Costs	\$ 246,153	\$ 262,766	\$ (16,613)	\$ 1,140,447	\$ 1,308,400	\$ (167,953)	\$ 3,217,373	\$ 246,153	\$ 289,288	\$ (43,135)	\$ 1,140,447	\$ 1,154,636	\$ (14,189)
Operating Income/(Loss)	\$ (203,715)	\$ (273,036)	\$ 69,321	\$ (1,111,320)	\$ (1,470,141)	\$ 358,821	\$ (3,083,619)	\$ (203,715)	\$ (331,238)	\$ 127,522	\$ (1,111,320)	\$ (1,156,579)	\$ 45,259
NON-OPERATING REVENUES/(EXPENSES)													
Property and Other Tax Revenue	\$ 413,425	\$ 196,371	\$ 217,054	\$ 467,100	\$ 217,175	\$ 249,925	\$ 5,592,400	\$ 413,425	\$ 74,266	\$ 339,159	\$ 467,100	\$ 99,644	\$ 367,456
Property Tax Expenses	\$ (23,360)	\$ (22,840)	\$ (520)	\$ (116,800)	\$ (114,200)	\$ (2,600)	\$ (274,080)	\$ (23,360)	\$ (17,950)	\$ (5,410)	\$ (116,800)	\$ (89,750)	\$ (27,050)
Federal & State Grants	\$ 9,082	\$ 481,194	\$ (472,112)	\$ 25,643	\$ 962,388	\$ (936,745)	\$ 6,175,785	\$ 9,082	\$ -	\$ 9,082	\$ 25,643	\$ -	\$ 25,643
Investment Income	\$ 6,293	\$ 4,500	\$ 1,793	\$ 43,140	\$ 42,200	\$ 940	\$ 73,700	\$ 6,293	\$ 6,475	\$ (182)	\$ 43,140	\$ 153,597	\$ (110,457)
Unrealized Gain/Loss from Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amortization (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gain on Sale of Fixed Assets	\$ -	\$ 2,500	\$ (2,500)	\$ 11,983,781	\$ 3,415,333	\$ 8,568,448	\$ 3,432,833	\$ -	\$ -	\$ -	\$ 11,983,781	\$ 1,949,518	\$ 10,034,263
Total Non-Operating Revenues/(Expenses)	\$ 405,440	\$ 661,725	\$ (256,285)	\$ 12,402,865	\$ 4,522,896	\$ 7,879,969	\$ 15,000,638	\$ 405,440	\$ 62,791	\$ 342,648	\$ 12,402,865	\$ 2,113,010	\$ 10,289,855
Net Income/(Loss) before Depreciation	\$ 201,724	\$ 388,689	\$ (186,965)	\$ 11,291,545	\$ 3,052,755	\$ 8,238,790	\$ 11,917,019	\$ 201,724	\$ (268,446)	\$ 470,171	\$ 11,291,545	\$ 956,431	\$ 10,335,114
Depreciation	\$ 556,099	\$ 597,751	\$ (41,652)	\$ 2,780,497	\$ 2,988,755	\$ (208,258)	\$ 7,173,012	\$ 556,099	\$ 557,388	\$ (1,289)	\$ 2,780,497	\$ 2,787,239	\$ (6,742)
Net Income/(Loss) after Depreciation	\$ (354,375)	\$ (209,062)	\$ (145,313)	\$ 8,511,048	\$ 64,000	\$ 8,447,048	\$ 4,744,007	\$ (354,375)	\$ (825,834)	\$ 471,459	\$ 8,511,048	\$ (1,830,809)	\$ 10,341,856
Major Maintenance	\$ (649)	\$ 32,000	\$ (32,649)	\$ 39,707	\$ 94,000	\$ (54,293)	\$ 1,595,000	\$ (649)	\$ 45,483	\$ (46,132)	\$ 39,707	\$ 169,642	\$ (129,935)
Engineering Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers (In) Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Income/(Loss)	\$ (353,726)	\$ (241,062)	\$ (112,664)	\$ 8,471,341	\$ (30,000)	\$ 8,501,341	\$ 3,149,007	\$ (353,726)	\$ (871,317)	\$ 517,591	\$ 8,471,341	\$ (2,000,451)	\$ 10,471,791

DuPage Flight Center

STATEMENT OF REVENUES AND EXPENSES

For the Month Ending 5/31/2021

	Month			YTD			2021 Annual Budget	Month			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance		2021	2020	Variance	2021	2020	Variance
REVENUES													
Hangar Rentals	\$ 25,735	\$ 35,417	\$ (9,682)	\$ 240,364	\$ 177,085	\$ 63,279	\$ 425,004	\$ 25,735	\$ 33,004	\$ (7,269)	\$ 240,364	\$ 210,090	\$ 30,274
Ramp Tie Downs & Overnight fees	\$ 5,110	\$ 1,939	\$ 3,171	\$ 11,964	\$ 9,695	\$ 2,269	\$ 23,268	\$ 5,110	\$ 2,036	\$ 3,074	\$ 11,964	\$ 3,919	\$ 8,045
Fuel and Oil Sales	\$ 1,058,917	\$ 574,918	\$ 483,999	\$ 4,543,691	\$ 2,610,751	\$ 1,932,940	\$ 6,613,226	\$ 1,058,917	\$ 437,949	\$ 620,968	\$ 4,543,691	\$ 2,888,365	\$ 1,655,326
Volume Rebate	\$ -	\$ (2,917)	\$ 2,917	\$ -	\$ (14,585)	\$ 14,585	\$ (35,004)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Line Service Other	\$ 6,000	\$ 4,167	\$ 1,833	\$ 49,104	\$ 20,835	\$ 28,269	\$ 50,004	\$ 6,000	\$ 1,620	\$ 4,380	\$ 49,104	\$ 32,994	\$ 16,110
Aircraft Catering	\$ -	\$ 833	\$ (833)	\$ 3,486	\$ 4,165	\$ (679)	\$ 9,996	\$ -	\$ 428	\$ (428)	\$ 3,486	\$ 3,353	\$ 134
Non Airfield Rent/Lease/Maintenance Revenue	\$ 427	\$ 491	\$ (64)	\$ 2,436	\$ 2,455	\$ (19)	\$ 5,892	\$ 427	\$ 352	\$ 75	\$ 2,436	\$ 1,986	\$ 450
Total Revenue	\$ 1,096,189	\$ 614,848	\$ 481,341	\$ 4,851,045	\$ 2,810,401	\$ 2,040,644	\$ 7,092,386	\$ 1,096,189	\$ 475,390	\$ 620,799	\$ 4,851,045	\$ 3,140,706	\$ 1,710,339
OPERATING EXPENSES													
Fuel and Oil Cost of Sales	\$ 531,013	\$ 283,829	\$ 247,184	\$ 2,179,453	\$ 1,284,321	\$ 895,132	\$ 3,263,090	\$ 531,013	\$ 135,478	\$ 395,535	\$ 2,179,453	\$ 1,360,379	\$ 819,074
De ice Cost of Goods	\$ -	\$ -	\$ -	\$ 4,508	\$ 22,000	\$ (17,492)	\$ 27,000	\$ -	\$ -	\$ -	\$ 4,508	\$ 24,806	\$ (20,298)
Credit Card Expense	\$ 11,455	\$ 6,630	\$ 4,825	\$ 59,172	\$ 33,150	\$ 26,022	\$ 79,560	\$ 11,455	\$ 4,859	\$ 6,596	\$ 59,172	\$ 38,443	\$ 20,729
Food - COGS	\$ 7,238	\$ 7,050	\$ 188	\$ 36,657	\$ 35,250	\$ 1,407	\$ 84,600	\$ 7,238	\$ 7,849	\$ (611)	\$ 36,657	\$ 34,431	\$ 2,225
Maintenance	\$ 15,792	\$ 20,256	\$ (4,464)	\$ 88,691	\$ 101,280	\$ (12,589)	\$ 243,072	\$ 15,792	\$ 15,396	\$ 396	\$ 88,691	\$ 90,067	\$ (1,376)
Total Cost of Sales	\$ 565,498	\$ 317,765	\$ 247,733	\$ 2,368,480	\$ 1,476,001	\$ 892,479	\$ 3,697,322	\$ 565,498	\$ 163,582	\$ 401,916	\$ 2,368,480	\$ 1,548,126	\$ 820,354
Gross Profit/(Loss)	\$ 530,691	\$ 297,083	\$ 233,608	\$ 2,482,565	\$ 1,334,400	\$ 1,148,165	\$ 3,395,064	\$ 530,691	\$ 311,808	\$ 218,883	\$ 2,482,565	\$ 1,592,580	\$ 889,985
GENERAL AND ADMINISTRATIVE	\$ 127,400	\$ 143,444	\$ (16,044)	\$ 648,153	\$ 707,329	\$ (59,176)	\$ 1,748,207	\$ 127,400	\$ 158,647	\$ (31,248)	\$ 648,153	\$ 660,382	\$ (12,229)
Operating Income/(Loss)	\$ 403,291	\$ 153,639	\$ 249,652	\$ 1,834,412	\$ 627,071	\$ 1,207,341	\$ 1,646,857	\$ 403,291	\$ 153,161	\$ 250,131	\$ 1,834,412	\$ 932,198	\$ 902,215
Net Income/(Loss) before Depreciation	\$ 403,291	\$ 153,639	\$ 249,652	\$ 1,834,412	\$ 627,071	\$ 1,207,341	\$ 1,646,857	\$ 403,291	\$ 153,161	\$ 250,131	\$ 1,834,412	\$ 932,198	\$ 902,215
Depreciation	\$ 693	\$ 693	\$ 0	\$ 3,467	\$ 3,465	\$ 2	\$ 8,316	\$ 693	\$ 693	\$ -	\$ 3,467	\$ 3,467	\$ -
Major Maintenance	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ 665,000	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ 20,000
Net Income/(Loss)	\$ 382,598	\$ 152,946	\$ 229,652	\$ 1,810,945	\$ 623,606	\$ 1,187,339	\$ 973,541	\$ 382,598	\$ 152,467	\$ 230,131	\$ 1,810,945	\$ 928,730	\$ 882,215

Prairie Landing Golf Club

STATEMENT OF REVENUES AND EXPENSES

For the Month Ending 5/31/2021

	Month			YTD			2021 Annual Budget	Month			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance		2021	2020	Variance	2021	2020	Variance
REVENUES													
P100 - Golf Administration	\$ 87	\$ 450	\$ (363)	\$ 588	\$ 1,250	\$ (662)	\$ 3,500	\$ 87	\$ 54	\$ 34	\$ 588	\$ 962	\$ (375)
P300 - Golf Operations	\$ 182,398	\$ 146,950	\$ 35,448	\$ 619,948	\$ 453,900	\$ 166,048	\$ 1,435,000	\$ 182,398	\$ 83,861	\$ 98,537	\$ 619,948	\$ 235,228	\$ 384,720
P400 - Golf Food and Beverage	\$ 47,800	\$ 36,500	\$ 11,300	\$ 79,113	\$ 66,000	\$ 13,113	\$ 324,000	\$ 47,800	\$ 6,277	\$ 41,523	\$ 79,113	\$ 12,239	\$ 66,874
P500 - Golf Banquets	\$ 7,980	\$ 32,700	\$ (24,720)	\$ 25,230	\$ 111,940	\$ (86,710)	\$ 375,475	\$ 7,980	\$ 2,500	\$ 5,480	\$ 25,230	\$ 19,120	\$ 6,111
P600 - Golf In-house Events	\$ 5,085	\$ 10,000	\$ (4,915)	\$ 14,983	\$ 23,610	\$ (8,627)	\$ 60,626	\$ 5,085	\$ -	\$ 5,085	\$ 14,983	\$ 14,240	\$ 743
P700 - Golf Outings	\$ 45,346	\$ 19,800	\$ 25,546	\$ 51,360	\$ 24,050	\$ 27,310	\$ 250,000	\$ 45,346	\$ 1,093	\$ 44,253	\$ 51,360	\$ 1,093	\$ 50,267
P900 - Kitty Hawk Café	\$ 771	\$ 1,600	\$ (829)	\$ 3,202	\$ 8,000	\$ (4,798)	\$ 19,600	\$ 771	\$ -	\$ 771	\$ 3,202	\$ 2,474	\$ 727
Total Revenue	\$ 289,468	\$ 248,000	\$ 41,468	\$ 794,424	\$ 688,750	\$ 105,674	\$ 2,468,201	\$ 289,468	\$ 93,785	\$ 195,683	\$ 794,424	\$ 285,356	\$ 509,067
OPERATING EXPENSES													
P200 - Golf Maintenance	\$ 67,344	\$ 103,389	\$ (36,045)	\$ 226,595	\$ 254,109	\$ (27,514)	\$ 781,993	\$ 67,344	\$ 84,869	\$ (17,524)	\$ 226,595	\$ 205,555	\$ 21,039
P300 - Golf Operations	\$ 37,722	\$ 35,605	\$ 2,117	\$ 92,772	\$ 98,118	\$ (5,346)	\$ 335,514	\$ 37,722	\$ 32,185	\$ 5,537	\$ 92,772	\$ 80,897	\$ 11,875
P400 - Golf Food and Beverage	\$ 27,426	\$ 22,789	\$ 4,637	\$ 68,424	\$ 65,755	\$ 2,669	\$ 225,361	\$ 27,426	\$ 17,965	\$ 9,461	\$ 68,424	\$ 73,372	\$ (4,948)
P500 - Golf Banquets	\$ 6,377	\$ 15,998	\$ (9,621)	\$ 33,502	\$ 69,367	\$ (35,865)	\$ 207,031	\$ 6,377	\$ 8,148	\$ (1,772)	\$ 33,502	\$ 46,243	\$ (12,741)
P600 - Golf In-house Events	\$ 2,030	\$ 3,796	\$ (1,766)	\$ 5,276	\$ 9,737	\$ (4,461)	\$ 23,149	\$ 2,030	\$ -	\$ 2,030	\$ 5,276	\$ 4,432	\$ 844
P700 - Golf Outings	\$ 1,692	\$ 2,310	\$ (618)	\$ 1,892	\$ 2,640	\$ (748)	\$ 26,620	\$ 1,692	\$ -	\$ 1,692	\$ 1,892	\$ -	\$ 1,892
P800 - Golf Kitchen	\$ 14,048	\$ 23,318	\$ (9,270)	\$ 63,741	\$ 72,950	\$ (9,209)	\$ 178,892	\$ 14,048	\$ -	\$ 14,048	\$ 63,741	\$ -	\$ 63,741
P900 - Kitty Hawk Café	\$ 771	\$ 1,600	\$ (829)	\$ 3,202	\$ 8,000	\$ (4,798)	\$ 19,600	\$ 771	\$ -	\$ 771	\$ 3,202	\$ 2,474	\$ 727
Total Cost of Sales	\$ 157,411	\$ 208,805	\$ (51,394)	\$ 495,404	\$ 580,676	\$ (85,272)	\$ 1,798,160	\$ 157,411	\$ 143,167	\$ 14,244	\$ 495,404	\$ 412,973	\$ 82,431
Gross Profit/(Loss)	\$ 132,057	\$ 39,195	\$ 92,862	\$ 299,020	\$ 108,074	\$ 190,946	\$ 670,041	\$ 132,057	\$ (49,381)	\$ 181,439	\$ 299,020	\$ (127,617)	\$ 426,637
GENERAL AND ADMINISTRATIVE	\$ 44,617	\$ 46,222	\$ (1,605)	\$ 210,452	\$ 215,734	\$ (5,282)	\$525,064	\$ 44,617	\$ 36,171	\$ 8,446	\$ 210,452	\$ 183,116	\$ 27,336
Operating Income/(Loss)	\$ 87,441	\$ (7,027)	\$ 94,468	\$ 88,568	\$ (107,660)	\$ 196,228	\$ 144,977	\$ 87,441	\$ (85,552)	\$ 172,993	\$ 88,568	\$ (310,733)	\$ 399,301
NON-OPERATING REVENUES/(EXPENSES)													
Property Tax Expenses	\$ 95,774	\$ (11,500)	\$ 107,274	\$ 51,238	\$ (57,500)	\$ 108,738	(\$138,000)	\$ 95,774	\$ 290	\$ 95,484	\$ 51,238	\$ (46,448)	\$ 97,685
Investment Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gain on Sale of Fixed Assets	\$ 50	\$ -	\$ 50	\$ 1,400	\$ -	\$ 1,400	\$ -	\$ 50	\$ 826	\$ (776)	\$ 1,400	\$ 10,051	\$ (8,651)
Net Income/(Loss) before Depreciation & Adj.	\$ 183,265	\$ (18,527)	\$ 201,792	\$ 141,205	\$ (165,160)	\$ 306,365	\$ 6,977	\$ 183,265	\$ (84,437)	\$ 267,701	\$ 141,205	\$ (347,130)	\$ 488,335
Depreciation	\$ 207	\$ 207	\$ (0)	\$ 1,033	\$ 1,035	\$ (2)	\$2,484	\$ 207	\$ 594	\$ (387)	\$ 1,033	\$ 2,970	\$ (1,937)
Major Maintenance	\$ -	\$ 6,000	\$ (6,000)	\$ -	\$ 85,920	\$ (85,920)	\$378,920	\$ -	\$ 6,775	\$ (6,775)	\$ -	\$ 6,775	\$ (6,775)
Transfers (In) Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Income/(Loss)	\$ 183,058	\$ (24,734)	\$ 207,792	\$ 140,173	\$ (252,115)	\$ 392,288	(\$374,427)	\$ 183,058	\$ (91,806)	\$ 274,864	\$ 140,173	\$ (356,874)	\$ 497,047



Accounts Receivable Aging Report Over 60 Days Past Due

Customer No.	Customer Name	Current @ 05/31/21	1 to 30 Days Overdue	31 to 60 Days Overdue	61 to 90 Days Overdue	91+ Days Overdue	Total	% of Total
A-TEA01	TRAVEL EXPRESS AVIATION	-	11,235.00	11,235.00	-	124,630.00	147,100.00	40.47%
A-PEA02	Andrew Pempek	-	6,186.00	6,186.00	-	60,747.58	73,119.58	20.12%
A-RSA01	RSH Aviation, Inc.	-	3,272.00	3,272.00	-	37,738.48	44,282.48	12.18%
A-61L01	6-1 LLC	-	-	-	-	24,300.00	24,300.00	6.69%
A-MUM02	Matt Mukenschnabl	-	800.00	800.00	-	17,132.02	18,732.02	5.15%
A-AFS01	AVEL FLIGHT SCHOOL, INC.	-	1,040.00	1,040.00	-	13,640.00	15,720.00	4.33%
A-GAL02	GALUSHA FARMS	-	-	-	11,375.00	-	11,375.00	3.13%
A-TEA03	TRAVEL EXPRESS MAINTENANCE	-	500.00	500.00	-	9,068.30	10,068.30	2.77%
A-GES01	GENERAL SERVICES ADMIN (GS-05B-186	-	-	-	-	6,259.16	6,259.16	1.72%
A-GLL01	Glenway Leasing	-	483.00	483.00	-	3,425.13	4,391.13	1.21%
A-LAJ02	Jeff Laczynski	-	-	-	3,125.00	-	3,125.00	0.86%
A-DOJ01	JOE DOLLENS	-	77.00	77.00	-	1,242.52	1,396.52	0.38%
A-HAR04	Raza Haq	-	-	77.00	-	1,314.81	1,391.81	0.38%
A-THS01	Scott Thoman	-	-	-	-	1,288.00	1,288.00	0.35%
A-FSX01	FSX Chicago, LLC	-	-	-	-	887.66	887.66	0.24%
Report Total:		-	23,593.00	23,670.00	14,500.00	301,673.66	363,436.66	
Percent of Total:		0.00%	6.49%	6.51%	3.99%	83.01%	100.00%	



TO: Board of Commissioners

FROM: Dan Barna
Operations and Capital Program Manager

THROUGH: Mark Doles
Executive Director

RE: Proposed Resolution 2021-2444; Appointing the Firm of Alliant Insurance Services, Inc.
as Employee Benefits Insurance Broker

DATE: June 22, 2021

SUMMARY:

The Airport Authority utilizes the services of an insurance broker to solicit bids from several insurance carriers to provide lines of employee benefits insurance that include:

- Medical
- Dental
- Vision
- Life

In addition, the insurance broker assists staff with managing open enrollment activities, adding new employees throughout the year, conducting employee education sessions, assisting employees with claim resolution, assisting the Authority with Affordable Care Act reporting, health and wellness programs, renewal analysis and negotiations, providing recommendations and strategic planning.

The Authority currently provides a comprehensive employee health insurance benefits program offering PPO, HMO and HSA options.

The existing broker agreement with Acrisure is near expiration. In efforts to secure a new one (1) year agreement, subject to three (3) additional one (1) year extensions at the sole discretion of the Authority; staff conducted a Request for Proposal selection process in accordance with the Authority's Procurement Code.

Six (6) proposals were received by: The Advantage Group, Alliant Insurance Services, Arthur J. Gallagher, One Digital, Presidio (Acrisure), and USI Insurance Services. An evaluation panel appointed by the Executive Director reviewed the proposals for related experience, services offered, references, and qualifications of the team servicing the Authority.

Upon conducting interviews with the highest ranked firms, the evaluation panel recommends Alliant Insurance Services, Inc. as the best and most advantageous firm to provide employee benefits insurance brokerage services.

PREVIOUS COMMITTEE/BOARD ACTION:

None.

REVENUE OR FUNDING IMPLICATIONS:

The insurance broker is paid for services rendered in accordance with industry standard brokerage commissions that are included in premium payments made by the Authority.

STAKEHOLDER PROCESS:

None.

LEGAL REVIEW:

Legal counsel and Alliant Insurance Services, Inc. will agree to the form of Agreement for services.

ATTACHMENTS:

- Proposed Resolution 2021-2444; Appointing the Firm of Alliant Insurance Services, Inc. as Employee Benefits Insurance Broker.
- 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 2021-2444; Appointing the Firm of Alliant Insurance Services, Inc. as Employee Benefits Insurance Broker.

RESOLUTION 2021-2444

Appointing the Firm of Alliant Insurance Services, Inc. as Employee Benefits Insurance Broker

WHEREAS, the DuPage Airport Authority (“Authority”), DuPage County, Illinois is a duly authorized and existing Airport Authority under the laws of the State of Illinois; and

WHEREAS, the Authority has solicited proposals from qualified insurance firms to provide employee benefits insurance brokerage services; and

WHEREAS, the Authority has received and reviewed six (6) proposals through a Request for Proposal evaluation committee process; and

WHEREAS, the Authority recommends appointing the firm of Alliant Insurance Services, Inc. as its employee benefits insurance broker; and

NOW, THEREFORE, BE IT RESOLVED, that the Authority be authorized to utilize the firm of Alliant Insurance Services, Inc. for a term of one (1) year, subject to three (3) additional one (1) year extensions at the sole discretion of the Authority. Such broker shall be paid for services rendered in accordance with normal brokerage commissions that are included in premium payments made by the Authority; and

FURTHER, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, Mark Doles to take whatever steps necessary to effectuate the terms of this Resolution.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

**DUPAGE AIRPORT AUTHORITY
REQUEST FOR PROPOSALS (RFP)
INSURANCE BROKERAGE SERVICES: EMPLOYEE BENEFITS INSURANCE
SOLICITATION NO. 2021-0426**

STATEMENT OF POLITICAL CONTRIBUTIONS

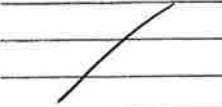
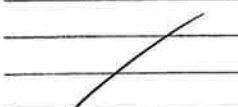

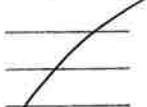
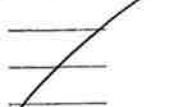















Mesirow Insurance Services, Inc., an Alliant owned company

(name of entity or individual)

353 North Clark Street, Chicago, IL. 60654

(address of entity or individual)

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	None	None	None	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 dependant 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."

May 21, 2021 (date)  (signature) Managing Director, Executive Vice President (title of signer, if a business)



TO: Board of Commissioners

FROM: Dan Barna
Operations and Capital Program Manager

THROUGH: Mark Doles
Executive Director

RE: Proposed Resolution 2021-2445; Award of Contract to G.E. Riddiford Company, Inc. for Re-Roofing of DuPage Airport Authority Facilities

DATE: June 21, 2021

SUMMARY:

The Airport Authority's 2021 Major Maintenance Budget includes roofing improvement projects at the Flight Center, Government Center and SE Ramp Hangar, as recommended by a 20-Year Facilities Maintenance Master Plan Assessment that was conducted in 2019. Recommended roofing improvements include:

Base Bid

DuPage Flight Center

- Removal of existing ballasted EPDM roof system.
- Replace limited areas of Styrofoam insulation with new polyisocyanurate insulation.
- Installation of new BUR.
- Replacement of flashing and counter flashing in area of work.
- Coping replacement and added nailer as required at perimeter.
- Restoration of existing metal roof mansard roofing

Government Center Building

- New fluid applied roofing restoration over existing BUR roofing.
- New overflow drains where necessary.
- Flashing and counter flashing repairs or replacement as required in area of work.
- Coping replacement and added nailer as required at perimeter.
- Replacement of existing plaster soffit.

SE Ramp Hangar

- Removal of existing roofing and replacement with new EPDM membrane roof.
- Replacement of approximately 1.25" of perlite insulation with 1.5" of new polyisocyanurate insulation or use of spray-on insulation.
- Flashing and counter flashing repairs or replacement as required in area of work.
- Replacement of approximately 4,000 sf of existing corroded metal roof decking.

Alternate Bid

Government Center – New Metal Mansard Roof

Remove existing slate tile on mansard roof back to cement plaster substrate. Install new metal panel mansard roof.

Staff utilized the services of Wight & Company to prepare plans and specifications for this project. A solicitation for sealed bids was advertised in the May 17, 2021 edition of the *Daily Herald Newspaper*. A mandatory pre-bid meeting was held at 1:00 p.m. on May 26, 2021. Three (3) sealed bids were received and opened at 1:00 p.m. on June 7, 2021. Bid results are as follows:

	G.E. Riddiford Company Arlington Heights, IL	DCG Roofing Solutions Melrose Park, IL	Knickerbocker Roofing Harvey, IL
Base Bid			
Government Building	\$232,600.00	\$310,402.00	\$274,100.00
SE Ramp Hangar	\$271,675.00	\$228,890.00	\$285,500.00
Flight Center	\$482,745.00	\$463,883.00	\$493,600.00
Total Base Bid	\$987,020.00	\$997,175.00	\$1,053,200.00
Alternate Bid: New Metal Mansard Roof Government Center	\$143,100.00	\$170,356.00	\$103,900.00
Recommended Award Base Bid + Alt Bid	\$1,130,120.00	\$1,167,531.00	\$1,157,100.00
Allowances			
Flight Center Mansard Roof Repairs	\$2,000.00	\$2,000.00	\$2,000.00
SE Ramp Hangar MEP and Associated Conduit	\$2,000.00	\$2,000.00	\$2,000.00
Flight Center Electrical Conduit	\$2,000.00	\$2,000.00	\$2,000.00
Unit Cost			
Insulation Removal/Replacement - SF	\$3.00	\$4.50	\$2.00
Joint Sealant Removal/Replacement - LF	\$10.00	\$30.00	\$8.00

Upon evaluation of the bids, it is apparent that G.E. Riddiford Company is the low, responsive and responsible bidder. Wight & Company and staff conducted a scope of work interview with G.E. Riddiford Company and confirmed full compliance with project specifications. G.E. Riddiford Company received positive response from references for completion of similar roofing projects.

PREVIOUS COMMITTEE/BOARD ACTION:

March 18, 2021 Regular Board Meeting – the Board approved Service Order No. 11 with Wight & Company for design and construction administration related to this project.

REVENUE OR FUNDING IMPLICATIONS:

2021 Major Maintenance Budget	\$935,000.00
2021 Major Maintenance Contingency Funding	\$309,026
Wight Design and Construction Services	(\$51,400)
G.E. Riddiford Base Bid + Add Alt Construction	(\$1,130,120)
Allowances	(\$6,000)
Owner's Contingency 5%	(\$56,506)

0

STAKEHOLDER PROCESS:

None.

LEGAL REVIEW:

Legal counsel has previously drafted the A101-2017 Standard Form of Agreement Between Owner and Contractor and the A201-2017 General Conditions of the Contract for Construction.

ATTACHMENTS:

- Proposed Resolution 2021-2445; Award of Contract to G.E. Riddiford Company, Inc. for Re-Roofing of DuPage Airport Authority Facilities.
- 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 2021-2445; Award of Contract to G.E. Riddiford Company, Inc. for Re-Roofing of DuPage Airport Authority Facilities.

RESOLUTION 2021-2445

Award of Contract to G.E. Riddiford Company, Inc. for Re-Roofing of DuPage Airport Authority Facilities

WHEREAS, the DuPage Airport Authority (“Authority”), DuPage County, Illinois is a duly authorized and existing Airport Authority under the laws of the State of Illinois; and

WHEREAS, the Authority has solicited sealed bids for re-roofing projects at the Flight Center, Government Center and SE Ramp Hangar (the “Project”); and

WHEREAS, the Authority received and reviewed three (3) sealed bids for the Project on June 7, 2021; and

WHEREAS, it is apparent that G.E. Riddiford Company, Inc. is the low, responsive and responsible bidder for the Base Bid and Alternate 1 Bid of the Project at a total cost of \$1,130,120; and

WHEREAS, the Board of Commissioners of the Authority hereby deems it to be in the best interests of the Authority to enter into a Contract with G.E. Riddiford Company, Inc. for the Base Bid and Alternate 1 Bid of the Project for a total cost not-to-exceed \$1,192,626, which includes a 5% owner’s contingency and \$6,000 allowance for removal and reinstallation of MEP facility attachments.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, Mark Doles, to execute said Contract with G.E. Riddiford Company, Inc. for the Project at a total cost not-to-exceed \$1,192,626 and to take whatever steps necessary to effectuate the terms of said Contract.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2021-2445

**DUPAGE AIRPORT AUTHORITY
DAA BUILDING RE-ROOFING
SOLICITATION NO. 2021-0510**



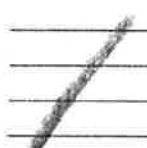












STATEMENT OF POLITICAL CONTRIBUTIONS

G.E. Riddiford Company, Inc.
(name of entity or individual)

2333 Hamilton Road
Arlington Heights, IL 60005

(address of entity or individual)

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
				
				
				

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 dependant 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."

06/04/2021
(date)


(signature)

Vice President
(title of signer, if a business)



TO: Board of Commissioners

FROM: Dan Barna
Operations and Capital Program Manager

THROUGH: Mark Doles
Executive Director

RE: Proposed Resolution 2021-2446; Award of Contract to Siemens Industry, Inc. for U.S. Customs and Border Protection General Aviation Facilities Renovation Security System

DATE: June 22, 2021

SUMMARY:

On January 20, 2021, the Board approved a Contract with FBG Corporation to renovate the existing south end of the DuPage Flight Center first floor for accommodations required by U.S. Customs and Border Protection (“CBP”).

The renovation includes: passenger waiting areas; CBP processing areas; search, interview and detention areas; as well as work areas for the CBP agent(s). The renovation is anticipated to be completed in early September. As part of the renovation, it was anticipated that a future Contract would be necessary for the installation of a CBP approved security system.

Staff has conducted several meetings with CBP security officials and qualified security vendors to obtain proposals for a CBP approved security system consisting of access control, locksets, surveillance, intrusion detection, and related software/IT equipment.

Staff is in receipt of three (3) proposals from qualified vendors of approved CBP security systems, proposals are as follows:

Siemens Industry, Inc. - \$62,700
Clear Loss Prevention, Inc. - \$66,207.28
Sound Incorporated - \$118,004.63

Siemens Industry, Inc. submitted the lowest proposal and a proposed security system that has been approved by CBP.

PREVIOUS COMMITTEE/BOARD ACTION:

January 20, 2021 Regular Board Meeting – the Board approved a construction contract with FBG Corporation in an amount not-to-exceed \$844,230, which included a 7% owner’s contingency.

January 20, 2021 Regular Board Meeting – the Board approved Construction Phase Task Order No. 40 with CH2M in an amount not-to-exceed \$134,767.84.

July 30, 2019 Regular Board Meeting – the Board approved Design Phase Task Order No. 25 with CH2M in an amount not-to-exceed \$149,629.29.

January 24, 2018 Regular Board Meeting – the Board approved Preliminary Design Phase Task Order No. 10 with CH2M in an amount not-to-exceed \$37,374.97.

REVENUE OR FUNDING IMPLICATIONS:

2021 Capital Budget	\$1,993,558
FBG Corporation Construction Cost	(\$789,000)
Owner’s Contingency (7%)	(\$55,230)
CH2M Task Order No#40 Construction Phase Services Not-to-Exceed Fee	(\$134,767.84)
CBP Furniture, Fixtures and Equipment	(\$61,983.06)
Siemens Industry, Inc. CBP Security System Including 10% Owner’s Contingency	(\$68,970)
Building Permit Fee	(\$15,773.37)
	\$867,833.73

Previous Expenditures

CH2M Task Order No#10 Preliminary Design Phase Services Not-to-Exceed Fee	FY 2018 (\$37,374.97)
CH2M Task Order No#25 Design Phase Services Bidding Plans and Specifications Not-to-Exceed Fee	FY 2019 and 2020 (\$149,629.29)

STAKEHOLDER PROCESS:

None.

LEGAL REVIEW:

Legal counsel has previously drafted the A101-2017 Standard Form of Agreement Between Owner and Contractor and the A201-2017 General Conditions of the Contract for Construction.

ATTACHMENTS:

- Proposed Resolution 2021-2446; Award of Contract to Siemens Industry, Inc. for U.S. Customs and Border Protection General Aviation Facilities Renovation Security System.

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 2021-2446; Award of Contract to Siemens Industry, Inc. for U.S. Customs and Border Protection General Aviation Facilities Renovation Security System.

RESOLUTION 2021-2446

Award of Contract to Siemens Industry, Inc. for U.S. Customs and Border Protection General Aviation Facilities Renovation Security System

WHEREAS, the DuPage Airport Authority (“Authority”), DuPage County, Illinois is a duly authorized and existing Airport Authority under the laws of the State of Illinois; and

WHEREAS, pursuant to requirements by U.S. Customs and Border Protection (“CBP”), the Authority was required to solicit expedited proposals from qualified and approved security contractors to install a security system for the CBP General Aviation Facilities Renovation (the “Project”); and

WHEREAS, the Authority received and reviewed three (3) proposals for the Project; and

WHEREAS, Siemens Industry, Inc. submitted the lowest proposal for the Project at a total cost of \$62,700; and

WHEREAS, the Board of Commissioners of the Authority hereby deems it to be in the best interests of the Authority to enter into a Contract with Siemens Industry, Inc. for the Project for a total cost not-to-exceed \$68,970, which includes a 10% owner’s contingency.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, Mark Doles, to execute said Contract with Siemens Industry, Inc. for a total cost not-to-exceed \$68,970 and to take whatever steps necessary to effectuate the terms of said Contract.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2021-2446



TO: Board of Commissioners

FROM: Dan Barna
Operations and Capital Program Manager

THROUGH: Mark Doles
Executive Director

RE: Proposed Resolution 2021-2447; Authorizing the Execution of an Intergovernmental Agreement with the State of Illinois Department of Transportation, Division of Aeronautics for Participation in the Airport Improvement Program Project Known as: Elevated Fixture Grounding Updates

DATE: June 22, 2021

SUMMARY:

The Illinois Department of Transportation, Division of Aeronautics and the DuPage Airport Authority desire sponsoring an Airport Improvement Program project known as: Elevated Fixture Grounding Updates.

The project will significantly improve safety for maintenance staff who service airport lighting by upgrading grounding of existing elevated airfield lighting fixtures. Many existing fixtures utilize non metallic frangible couplings that do not provide a ground path between the fixture stem and baseplate and/or do not have ground rods installed.

The total project cost including design, construction, materials certification and State administration fees is anticipated to be \$482,146.31 and is 100% federally funded by the CARES Act.

PREVIOUS COMMITTEE/BOARD ACTION:

September 16, 2020 Regular Board Meeting - the Board approved Resolution 2020-2388; Authorizing the Execution of a Design Phase Engineering Services Agreement with CH2M for this project.

REVENUE OR FUNDING IMPLICATIONS:

The total project cost is anticipated to be \$482,146.31 and is 100% federally funded by the CARES Act. No local share funding is required as part of this project.

STAKEHOLDER PROCESS:

None.

LEGAL REVIEW:

Legal counsel has previously reviewed the Intergovernmental Agreement with the State of Illinois Department of Transportation, Division of Aeronautics.

ATTACHMENTS:

- Proposed Resolution 2021-2447; Authorizing the Execution of an Intergovernmental Agreement with the State of Illinois Department of Transportation, Division of Aeronautics for Participation in the Airport Improvement Program Project Known as: Elevated Fixture Grounding Updates.

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 2021-2447; Authorizing the Execution of an Intergovernmental Agreement with the State of Illinois Department of Transportation, Division of Aeronautics for Participation in the Airport Improvement Program Project Known as: Elevated Fixture Grounding Updates.

RESOLUTION 2021-2447

Authorizing the Execution of an Intergovernmental Agreement with the State of Illinois Department of Transportation, Division of Aeronautics for Participation in the Airport Improvement Program Project Known as: Elevated Fixture Grounding Updates

WHEREAS, the State of Illinois Department of Transportation, Division of Aeronautics (the “Department”) and the DuPage Airport Authority (the “Authority”) desire to sponsor a project known as Elevated Fixture Grounding Updates (the “Project”) for the further development of a public airport under Title 49, U.S.C., Subtitle VII, as amended, and the rules, regulations, and procedures promulgated pursuant thereto; the Illinois Aeronautics Act (620 ILCS 5/1, *et seq.*); and the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*); and

WHEREAS, the Authority has applied for State assistance in procuring State and/or Federal funds and hereby designates the Department as required by the above legal authority to accomplish the Project; and

WHEREAS, the total Project cost including design, construction, materials certification and State administration fees is estimated to be \$482,146.31, and is 100% eligible for Federal CARES Act funding; and

WHEREAS, the Board of Commissioners of the Authority deem it to be in the best interests of the Authority to authorize the execution of the Intergovernmental Agreement with the State of Illinois Department of Transportation, Division of Aeronautics for Participation in the Airport Improvement Program Project known as Elevated Fixture Grounding Updates.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes execution of said Intergovernmental Agreement with the State of Illinois Department of Transportation, Division of Aeronautics for the Project known as Elevated Fixture Grounding Updates.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2021-2447



TO: Board of Commissioners

FROM: Dan Barna
Operations and Capital Program Manager

THROUGH: Mark Doles
Executive Director

RE: Proposed Resolution 2021-2448; Authorizing the Execution of a Construction Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Elevated Fixture Grounding Updates

DATE: June 22, 2021

SUMMARY:

As discussed under the previous agenda item, the Illinois Department of Transportation, Division of Aeronautics and the DuPage Airport Authority desire sponsoring an Airport Improvement Program project known as: Elevated Fixture Grounding Updates.

The Authority previously selected CH2M for providing design and construction phase engineering services related to this project. Staff is in receipt of a Construction Phase Engineering Services Agreement from CH2M to provide construction oversight during this project for a total not-to-exceed amount of \$80,987.03.

The Authority anticipates receiving 100% reimbursement from Federal CARES Act funding for construction phase engineering services.

PREVIOUS COMMITTEE/BOARD ACTION:

September 16, 2020 Regular Board Meeting - the Board approved Resolution 2020-2388; Authorizing the Execution of a Design Phase Engineering Services Agreement with CH2M for this project.

REVENUE OR FUNDING IMPLICATIONS:

The Construction Phase Engineering Services Agreement with CH2M is for a total not-to-exceed amount of \$80,987.03. The Authority anticipates receiving 100% reimbursement from Federal CARES Act funding for these services.

STAKEHOLDER PROCESS:

None.

LEGAL REVIEW:

Legal counsel has previously reviewed the State of Illinois Department of Transportation, Division of Aeronautics Standard Agreement for Consultant Services at Illinois Airports for A/E, Planning and Special Services.

ATTACHMENTS:

- Proposed Resolution 2021-2448; Authorizing the Execution of a Construction Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Elevated Fixture Grounding Updates.

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 2021-2448; Authorizing the Execution of a Construction Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Elevated Fixture Grounding Updates.

RESOLUTION 2021-2448

Authorizing the Execution of a Construction Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Elevated Fixture Grounding Updates

WHEREAS, the DuPage Airport Authority, an Illinois Special District (“Authority”), previously selected CH2M Hill (“CH2M”) to provide planning, design and construction services for various Airport Improvement Program projects pursuant to the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.; and

WHEREAS, the Authority expects to pursue the accomplishment of an Airport Improvement Program project described as Elevated Fixture Grounding Updates (the "Project"); and

WHEREAS, the Authority has applied for State assistance in procuring Federal and/or State funds to accomplish the Project; and

WHEREAS, the Authority is in receipt of a Construction Phase Engineering Services Agreement from CH2M to provide construction observation services for the Project for a total not-to-exceed amount of \$80,987.03; and

WHEREAS, the Authority anticipates receiving 100% reimbursement from Federal CARES Act funds to accomplish said services; and

WHEREAS, the Authority finds that the cost to provide said services is reasonable and the Board of Commissioners of the Authority deem it to be in the best interest of the Authority to enter into a Construction Phase Engineering Services Agreement with CH2M for the Project.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, Mark Doles, to execute a Construction Phase Engineering Services Agreement with CH2M for the Project at a total not-to-exceed amount of \$80,987.03 and to take whatever steps necessary to effectuate the terms of said Agreement on behalf of the Authority.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2021-2448

MEMORANDUM

TO: DuPage Airport Authority Board of Commissioners

FROM: Phillip A. Luetkehans
Brian J. Armstrong

SUBJECT: Comcast Utility License
AXS Points, LLC Temporary Construction Easement

DATE: June 22, 2021

Comcast Corp. (“Comcast”) has requested a license agreement to install cable to serve the Exelon hangar.

The license will permit Comcast to tie into its existing cables (which are in the duct bank which runs from near Kautz Road to just west of the Flight Center) and extend them to serve the hangar. The cables will remain underground after the exit the duct bank. The form of the Utility License is similar to a license for DuPage Aerospace which the Board has entered into recently. The agreement include the normal lien, restoration, insurance and indemnity provisions that we require in any easement agreement granted by the DuPage Airport Authority.

Additionally, a Temporary Construction Easement is required to permit installation of the cable. AXS Points, LLC is the contractor for Comcast. Accordingly, AXS Points seeks a Temporary Construction Easement to install the equipment from the duct bank to the building. AXS Points proposes to complete the work within 60 days, by mid-August, including restoration. The work will conform to the plans attached to the easements. The form of the Temporary Construction Easements is similar to other temporary easements which the Board has entered into over the past several years and includes the normal lien, restoration, insurance and indemnity provisions that we require in any easement agreement granted by the DuPage Airport Authority.

Our law firm recommends that the Board of Commissioners authorize the Executive Director to execute the Utility License and Temporary Construction Easement.

RESOLUTION 2021-2449

Authorizing the Execution of a Temporary Construction Easement between the DuPage Airport Authority and AXS Points, LLC for the Property Located at 2722 International Drive

WHEREAS, the DuPage Airport Authority (the “Authority”) is an Illinois Special District that owns the real property commonly known as 2722 International Drive, West Chicago, IL (the “Property”); and

WHEREAS, Comcast desires to provide telecommunications and internet service to the Property and, therefore, desires to install cables and other related equipment to be able to provide telecommunications and internet services to the Property; and

WHEREAS, Comcast, through its subcontractor, AXS Points, LLC, will install the cables and equipment and therefore desires a Temporary Construction Easement over the property to install the equipment; and

WHEREAS, the Authority deems it to be in the best interest of the Authority to grant AXS Points, LLC the Temporary Construction Easement being attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, Mark Doles to execute the Temporary Construction Easement with the terms as set forth in the attached Exhibit A in the form to be agreed upon by the Executive Director and the attorney for the Authority, and to take whatever steps necessary to effectuate the terms of the Temporary Construction Easement.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2021-2449

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Agreement") is made as of this _____ day of _____, 2021, by and between the DuPage Airport Authority, an Illinois special district ("Grantor"), and AXS Points of Illinois LLC, an Illinois limited liability company ("Grantee"), under the following circumstances, terms and conditions:

RECITALS

WHEREAS, Grantor is an Illinois Special District unit of local government exercising the powers conferred upon it by statute; and

WHEREAS, Grantee or its subcontractors will be installing .625 coax cable and related equipment to permit it to provide cable television, internet, and telecommunications services (the "Facilities") to the property commonly known as 2722 International Drive, West Chicago, Illinois, 60185 (the "Ground Lease Property") on behalf of Comcast of Illinois/Ohio/Oregon, LLC, a Delaware limited liability company;

WHEREAS, the Facilities will be installed on Grantor's property and the Ground Lease Property, including in part within existing duct bank owned by Grantor, and other areas of Grantor's property as depicted on Exhibit A-1 and A-2, attached hereto and made a part hereof (that portion of the Grantor's property and Ground Lease Property where Facilities will be installed and work will be performed is referred to as the "Easement Premises"); and

WHEREAS, Grantee desires to obtain a temporary easement for the purpose of installing the Facilities within the Easement Premises, below grade; and

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

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

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

2. **Temporary Easement.** Grantor hereby grants to Grantee a non-exclusive and temporary easement on, over and across the Easement Premises as is reasonably necessary to install the Facilities within the Easement Premises, including within the existing duct bank in the location specified by Grantor and beyond the duct bank.

3. **Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, on the earlier of August 16, 2021 or the completion of restoration as set forth below.

4. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon nor to accrue against Grantor or any of Grantor's property, the Easement Premises, or the Ground Lease Property in favor of Grantee or its agents. Grantee shall indemnify, defend with counsel acceptable to Grantor and hold harmless Grantor, Grantor's property, the Easement Premises and the Ground Lease Property from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee, and, in the event that any such lien shall arise or accrue against Grantor or its property, the Easement Premises, or the Ground Lease Property, Grantee shall promptly cause such lien to be released of record by payment thereof or posting a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration.** If any part of the Easement Premises or other areas of Grantor's property is disturbed by Grantee's work, use, or access, Grantee shall commence restoration not later than fourteen (14) days after the earlier of the completion of Grantee's work or the expiration of this Agreement (weather permitting) and will reasonably continue restoration work until the Easement Premises is restored to at least as good a condition as it was before this Agreement. If Grantee fails to restore the Easement Premises or other disturbed property, the Grantor, after having given Grantee written notice requesting that it do so, may perform the restoration if Grantee fails to commence restoration within seven (7) days after receipt of such written notice, and charge Grantee the reasonable costs of said restoration.

6. **Reservation.** Grantor reserves the right to use, and to allow others the right to use, the Easement Premises. The Grantor shall not obstruct Grantee's access on and to the Easement Premises.

7. **Insurance.** Prior to entry upon the Easement Premises, and at all times during use of the Easement Premises, Grantee and all agents or contractors performing work for Grantee shall have in effect insurance in types and amounts set forth on **Exhibit B** attached hereto. Such insurance shall be primary and non-contributory to any insurance maintained by Grantor and shall name Grantor as an additional insured, as indicated on Exhibit B, with waivers of subrogation. Grantee shall require each agent or contractor performing work to maintain the same types and amounts of insurance and shall require the agent/subcontractor to name Grantor as an additional insured, as indicated on Exhibit B, with waivers of subrogation, and such agent/subcontractor's insurance shall also be primary and non-contributory to any insurance maintained by Grantor.

8. **Indemnity.** To the fullest extent permitted by law, Grantee on behalf of itself, its agents, successors, assigns, employees or any contractors it may employ, shall indemnify, defend with counsel acceptable to Grantor and hold Grantor harmless from any and all claims, liens, penalties, demands, actions, proceedings, liabilities or losses of any nature whatsoever (including reasonable attorneys' fees and expenses and court costs) arising out of or relating to the acts or omissions of Grantee, or its employees, agents, representatives, contractors or assigns (collectively, the "Grantee Parties") in exercising any of Grantee's rights under this Agreement or from the use of the Easement Premises in any manner whatsoever by any of the Grantee Parties. Notwithstanding the foregoing, Grantee shall not be obligated to defend, indemnify or hold Grantor harmless from any claims, liens, penalties, demands, actions, proceedings, liabilities or losses which arise out of or are caused by the acts or omissions of the Grantor, its contractors, agents or representatives. Grantee's obligations under this Paragraph shall be in addition to, and not in lieu of, Grantee's obligation to maintain insurance. Grantee's obligations in this paragraph shall survive the termination or expiration of this Agreement.

9. **Exceptions.** The easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey and rights of any parties which would be revealed by a physical inspection of the Easement Premises.

10. **Modification or Termination.** This Agreement may be modified or terminated only by an instrument in writing executed by all parties hereto.

11. **Notices.** All notices to be given hereunder shall be personally delivered; sent via certified mail, return receipt requested with postage prepaid; or mailed via a reputable overnight

courier to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

IF TO GRANTOR:

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

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong,
LLC
105 East Irving Park Road
Itasca, IL 60143

IF TO GRANTEE:

AXS Points of Illinois, LLC
1901 Industrial Drive
Libertyville, IL 60048

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

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

13. **Section Headings.** The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any

reference to an Exhibit in this Agreement shall be deemed to incorporate by reference that Exhibit into this Agreement such that it is an integral part of this Agreement.

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

15. **Enforcement.** If Grantor initiates any action to enforce, interpret, or declare rights under this Agreement and is the substantially prevailing party, it shall be entitled to recover its reasonable attorneys' fees and costs of litigation (including, without limitation, filing fees, expert witness fees, deposition costs, and transcript costs).

16. **Performance Bond.** Grantee shall obtain and provide Grantor with a performance bond in an amount sufficient to secure Grantee's obligations to restore the Easement Premises as required by this Agreement. The bond shall be from a company authorized to do business in Illinois and with an A.M. Best rating of A-VIII or higher.

17. **Tenant Consent.** DuPage Aerospace Corporation is Tenant under a ground lease (the "Ground Lease") with Grantor for the Ground Lease Property and currently occupies the Ground Lease Property. Tenant hereby consents to this Temporary Construction Easement, and the temporary locating and storage of the equipment related to the installation of the Facilities on the Easement Premises and to Grantee's right of access to the Easement Premises and the Ground Lease Property. Further, Tenant agrees that neither this Agreement nor Grantee's accessing or using the Ground Lease Property and/or installing the Facilities within the Easement Premises impairs, precludes, delays or interferes with Tenant's rights under the Lease. Tenant is not a party to this Agreement and Tenant's acknowledgment and consent in this paragraph shall

not result in any liability or responsibility by Tenant for Grantee's obligations under this Agreement.

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

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: _____
Name: _____
Title: _____

GRANTEE:

AXS Points of Illinois, an Illinois limited liability copmany

By: _____
Name: _____
Title: _____

TENANT ACKNOWLEDGMENT:

By: _____
Name: _____
Its: _____

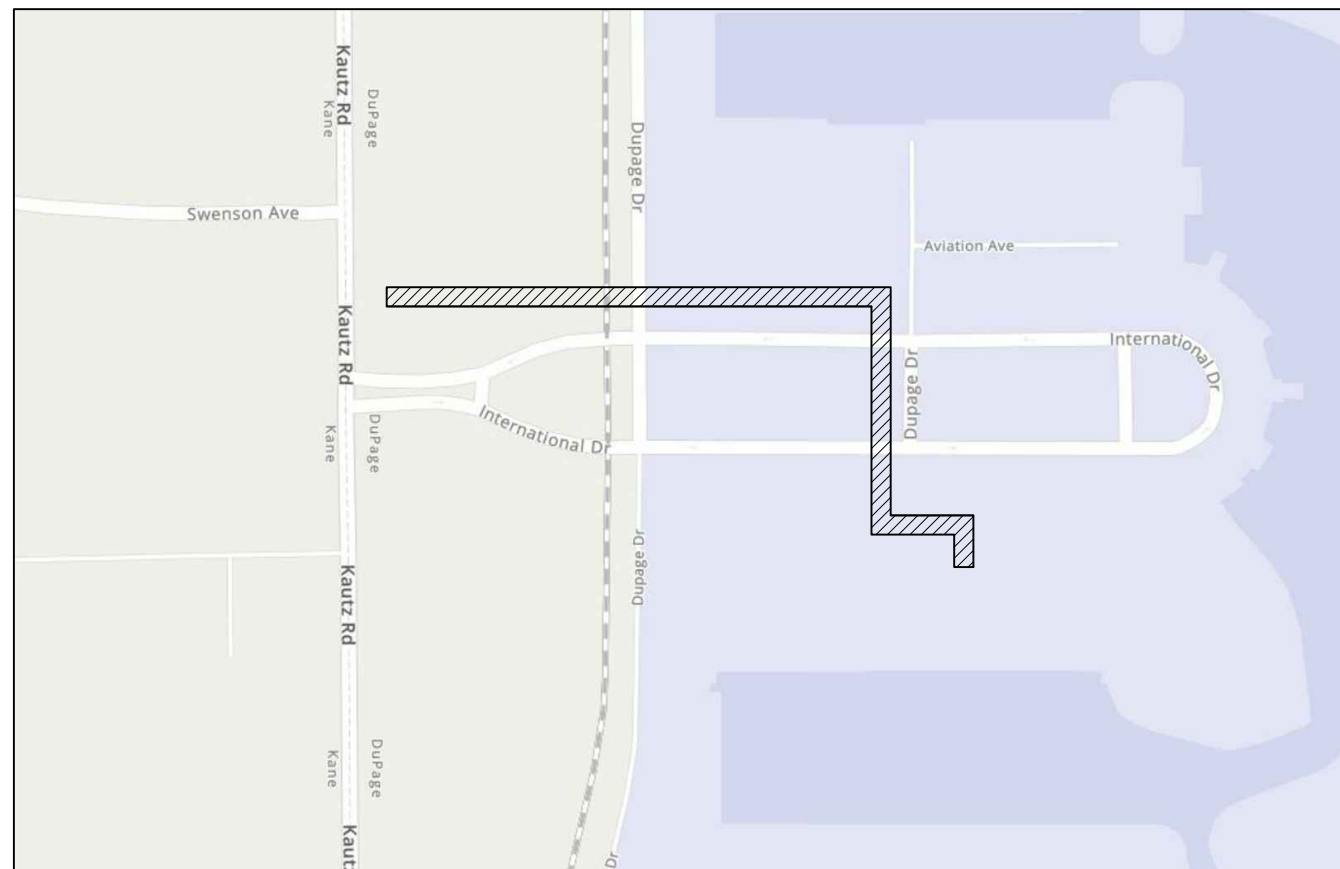
EXHIBIT A-1, A-2

Depictions and Legal Descriptions of Temporary Construction Easement Premises

10' TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 19 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 179.68 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST, 1240.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 18 SECONDS EAST, 69.19 FEET; THENCE SOUTH 87 DEGREES 19 MINUTES 06 SECONDS EAST, 149.29 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 18 SECONDS EAST, 77.83 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 42 SECONDS WEST, 10.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 18 SECONDS WEST, 68.30 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 06 SECONDS WEST, 149.29 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 18 SECONDS WEST, 78.73 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

DUPAGE AIRPORT AUTHORITY PERMIT DRAWING VZ EXELON CORPORATION 2722 INTERNATIONAL DR WEST CHICAGO, IL SITE MAP



NOT TO SCALE

LEGEND

SYMBOLS

⊗ JOINT POLE	⊗ TRANSFORMER POLE
× POWER POLE	○ TELEPHONE POLE
● CATV POLE	⊠ EXF SERVICE RISER
⊠ CATV VAULT	⊠ GUY AND ANCHOR
⊠ TELCO VAULT	⊠ TRAFFIC CONTROL VAULT
⊠ CATV PED	⊠ UNMARKED VAULT
⊠ CATV LOCKBOX	⊠ BORE/SPLICE PIT
⊠ FIRE HYDRANT	⊠ CATV POWER SUPPLY
⊠ CATCH BASIN	⊠ AIR CONDITIONER
⊠ SEWER DRAIN	⊠ GENERATOR
⊠ CULVERT PIPE	⊠ WATER METER
⊠ WATER VALVE	⊠ UNMARKED MANHOLES
⊠ GAS VALVE	⊠ CATV MANHOLE
⊠ TELCO PED	⊠ ELECTRIC MANHOLE
⊠ TRANSFORMER	⊠ TRAFFIC MANHOLE
⊠ MAIL BOX	⊠ TELEPHONE MANHOLE (Indicate Ownership)
⊠ FIBER MARKER	⊠ SEWER MANHOLE (Indicate Sanitary/Storm)
⊠ GAS METER	⊠ WATER MANHOLE (Indicate Ownership e.g. DWC)
⊠ ROAD SIGN	⊠ GAS MARKER (Indicate Ownership)
⊠ R.R. X-ING GATE	⊠ RIGHT-OF-WAY MARKER (Bench Mark)
⊠ TREE	⊠ TRAFFIC SIGNAL LIGHT
⊠ BUSH	⊠ ELECTRIC VAULT/PED/METER
⊠ STREET LIGHT	

LINES

—	CENTER LINE
- - - -	RIGHT-OF-WAY LINE
⊠ - - - -	PROPERTY LINE
⊠ - - - -	UTILITY EASEMENT
—AER—AER—	OVERHEAD CABLE
—DB—DB—DB—	DIRECTIONAL BORE CABLE
—TR—TR—TR—	TRENCH CABLE
—EX—EX—EX—	EXISTING PIPE/CONDUIT
—HB—HB—HB—	HAND-BURY CABLE
—W—W—W—	WATER MAIN
—S—S—S—	SANITARY SEWER
—G—G—G—	STORM SEWER MAIN
—TEL—TEL—TEL—	GAS MAIN
—E—E—E—	TELCO CABLE
—O—O—O—	BURIED ELECTRIC CABLE
—	FENCE



THE INFORMATION IN THIS DRAWING FILE IS PROPRIETARY AND CONFIDENTIAL AND MAY NOT BE REPRODUCED OR TRANSMITTED BY ANY MEANS OF CONVEYANCE WITHOUT WRITTEN PERMISSION FROM COMCAST.

AXS POINTS

1901 INDUSTRIAL DR, LIBERTYVILLE, IL 60048 ; (847) 752-8214

JOB NO.: AXS-JB357246

PROJECT TITLE: COMCAST U-GROUND

COMMUNICATION CABLE

METRO-E

LOCATION: VZEXELON CORPORATION

2722 INTERNATIONAL DR

WEST CHICAGO, IL

DRAWING NO.: AXS-JB357246

SHEET NO.: 1 OF 5

ESPO ENGINEERING

845 MIDWAY DR WILLOWBROOK, IL 60527
630.799.2525
www.espcorp.com

ENG NUMBER: AXS-21-0191

DRAWN BY: APC DATE: 3/5/21

ISSUED FOR PERMITTING

SCALE: 1"=50'

REVISIONS

DATE	BY	DESCRIPTION
6/8/21	VJE	ADD IN EXISTING DUCT PULL
6/9/21	ERO	ADD IN EXISTING DUCT PULL
-	-	-

DUPAGE COUNTY WAYNE TWP T40N R9E N.W.1/4 OF S.W.1/4 OF SEC.31
INDEX OF SHEETS 1. COVER SHEET 2-4. PLAN SHEET 5. DETAIL SHEET
PROJECT DESCRIPTION PROPOSED INSTALLATION OF UNDERGROUND CABLE - 2"Ø HDPE w/48CT F.O. CABLE @ 36" MIN. DEPTH BY DIRECTIONAL BORING
PROJECT DETAIL CABLE LENGTH (ft): 2,089 COMCAST COORD: ADRIANA CANDIA

LEGEND

SYMBOLS

- | | |
|----------------------------|--|
| ⊗ JOINT POLE | ⊗ TRANSFORMER POLE |
| × POWER POLE | ○ TELEPHONE POLE |
| ● CATV POLE | ⊗ EXF SERVICE RISER |
| ⊠ CATV VAULT | ⊗ GUY AND ANCHOR |
| ⊠ TELCO VAULT | ⊠ TRAFFIC CONTROL VAULT |
| □ CATV PED | ⊠ UNMARKED VAULT |
| ■ CATV LOCKBOX | ⊠ BORE/SPLICE PIT |
| ⊕ FIRE HYDRANT | ⊠ CATV POWER SUPPLY |
| ⊕ CATCH BASIN | ⊠ AIR CONDITIONER |
| ⊕ SEWER DRAIN | ⊠ GENERATOR |
| ⊕ CULVERT PIPE | ⊕ WATER METER |
| ⊕ WATER VALVE | ⊕ UNMARKED MANHOLES |
| ⊕ GAS VALVE | ⊕ CATV MANHOLE |
| ⊕ TELCO PED | ⊕ ELECTRIC MANHOLE |
| ⊕ TRANSFORMER | ⊕ TRAFFIC MANHOLE |
| ⊕ MAIL BOX | ⊕ TELEPHONE MANHOLE
(Indicate Ownership) |
| ⊕ FIBER MARKER | ⊕ SEWER MANHOLE
(Indicate Sanitary/Storm) |
| ⊕ GAS METER | ⊕ WATER MANHOLE
(Indicate Ownership e.g. DWC) |
| ⊕ ROAD SIGN | ⊕ GAS MARKER
(Indicate Ownership) |
| ⊕ R.R. X-ING GATE | ⊕ RIGHT-OF-WAY MARKER
(Bench Mark) |
| ⊕ TREE | ⊕ BUSH |
| ⊕ STREET LIGHT | ⊕ TRAFFIC SIGNAL LIGHT |
| ⊕ ELECTRIC VAULT/PED/METER | |

LINES

- | | |
|---------------|------------------------|
| — | CENTER LINE |
| - - - - | RIGHT-OF-WAY LINE |
| - · - · - | PROPERTY LINE |
| - · - · - | UTILITY EASEMENT |
| —AER—AER— | OVERHEAD CABLE |
| —DB—DB—DB— | DIRECTIONAL BORE CABLE |
| —TR—TR—TR— | TRENCH CABLE |
| —EX—EX—EX— | EXISTING PIPE/CONDUIT |
| —HB—HB—HB— | HAND-BURY CABLE |
| —W—W—W— | WATER MAIN |
| —>—>—>— | SANITARY SEWER |
| —>—>—>— | STORM SEWER MAIN |
| —G—G—G— | GAS MAIN |
| —TEL—TEL—TEL— | TELCO CABLE |
| —E—E—E— | BURIED ELECTRIC CABLE |
| —○—○—○— | FENCE |



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AXS POINTS

1901 INDUSTRIAL DR, LIBERTYVILLE, IL 60048 ; (847) 752-8214

JOB NO.: AXS-JB357246

PROJECT TITLE: COMCAST U-GROUND

COMMUNICATION CABLE

METRO-E

LOCATION: VZEXELON CORPORATION

2722 INTERNATIONAL DR

WEST CHICAGO, IL

DRAWING NO. AXS-JB357246

SHEET NO. 2 OF 5

ESPO ENGINEERING

845 MIDWAY DR WILLOWBROOK, IL 60527
630.789.2525
www.espcorp.com

ENG NUMBER: AXS-21-0191

DRAWN BY: APC DATE: 3/5/21

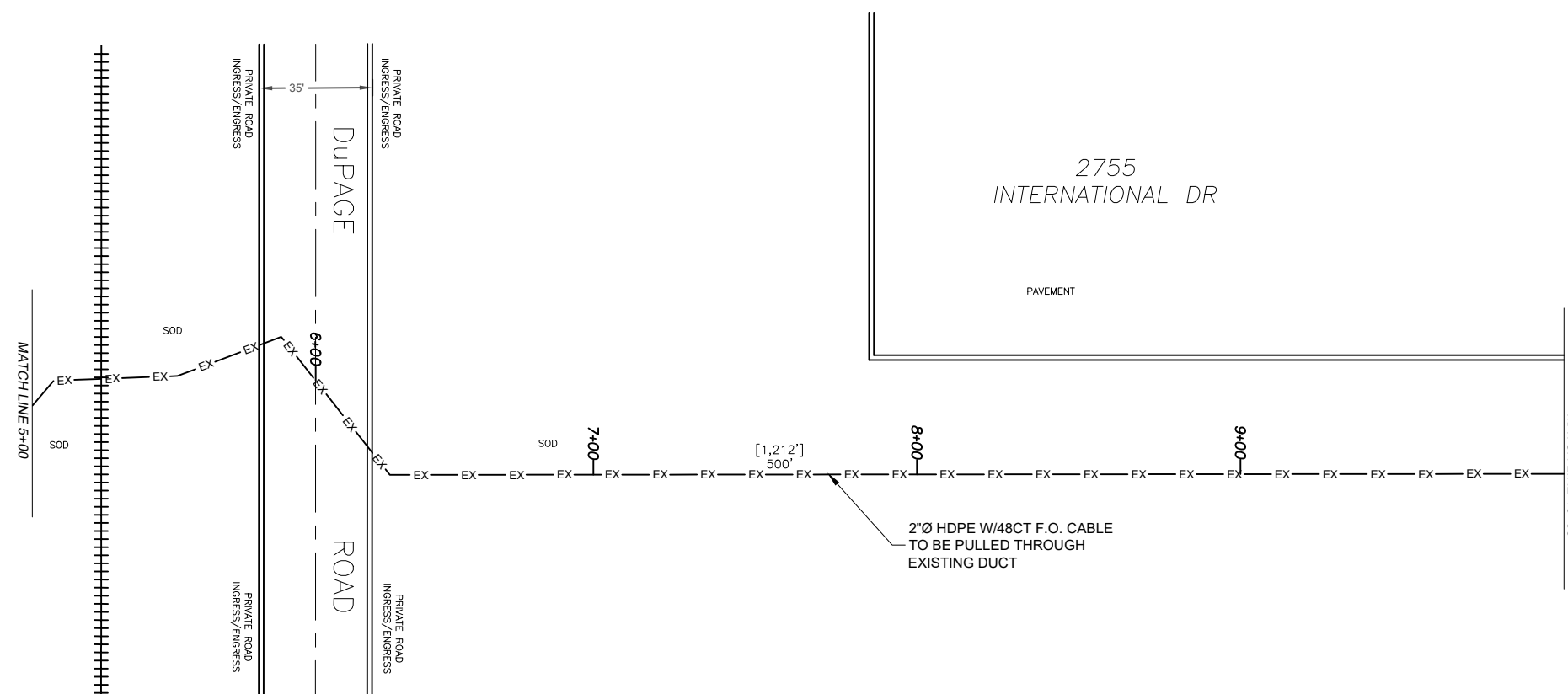
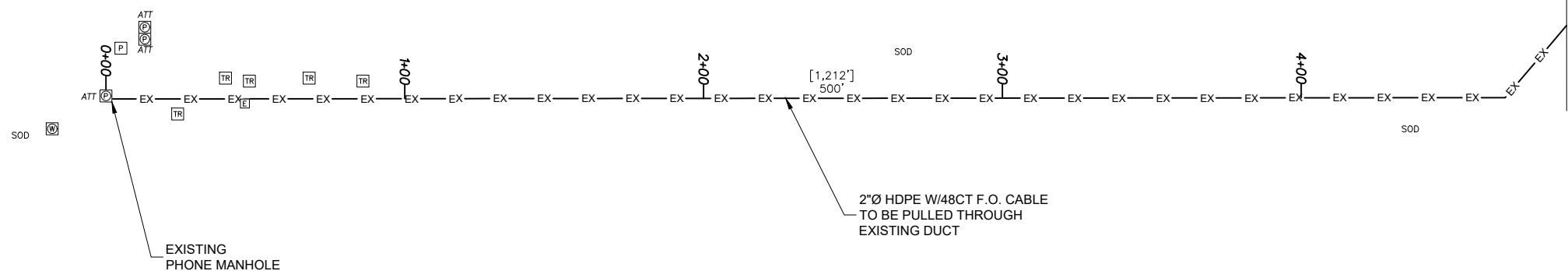
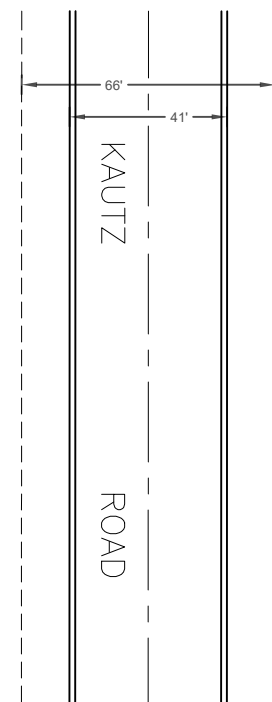
ISSUED FOR PERMITTING

SCALE: 1"=50'

REVISIONS

DATE	BY	DESCRIPTION
6/8/21	VJE	ADD IN EXISTING DUCT PULL
6/9/21	ERO	ADD IN EXISTING DUCT PULL

55



LEGEND

SYMBOLS

- | | |
|-------------------|--|
| ⊗ JOINT POLE | ⊗ TRANSFORMER POLE |
| × POWER POLE | ○ TELEPHONE POLE |
| ● CATV POLE | ⊗ EXF SERVICE RISER |
| ⊞ CATV VAULT | ⊗ GUY AND ANCHOR |
| ⊞ TELCO VAULT | ⊞ TRAFFIC CONTROL VAULT |
| □ CATV PED | ⊞ UNMARKED VAULT |
| ■ CATV LOCKBOX | ⊞ BORE/SPLICE PIT |
| ⊞ FIRE HYDRANT | ⊞ CATV POWER SUPPLY |
| ⊞ CATCH BASIN | ⊞ AIR CONDITIONER |
| ⊞ SEWER DRAIN | ⊞ GENERATOR |
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| ⊞ WATER VALVE | ⊞ UNMARKED MANHOLES |
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| —TEL—TEL—TEL— | GAS MAIN |
| —E—E—E— | TELCO CABLE |
| —○—○—○— | BURIED ELECTRIC CABLE |
| —□—□—□— | FENCE |



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AXS POINTS

1901 INDUSTRIAL DR, LIBERTYVILLE, IL 60048 ; (847) 752-8214

JOB NO.: AXS-JB357246

PROJECT TITLE: COMCAST U-GROUND

COMMUNICATION CABLE

METRO-E

LOCATION: VZEXELON CORPORATION

2722 INTERNATIONAL DR

WEST CHICAGO, IL

DRAWING NO. AXS-JB357246

SHEET NO. 3 OF 5

ESPO ENGINEERING

845 MIDWAY DR WILLOWBROOK, IL 60527
630.799.2525
www.espocorp.com

ENG NUMBER: AXS-21-0191

DRAWN BY: APC DATE: 3/5/21

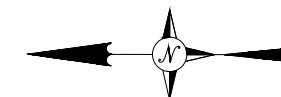
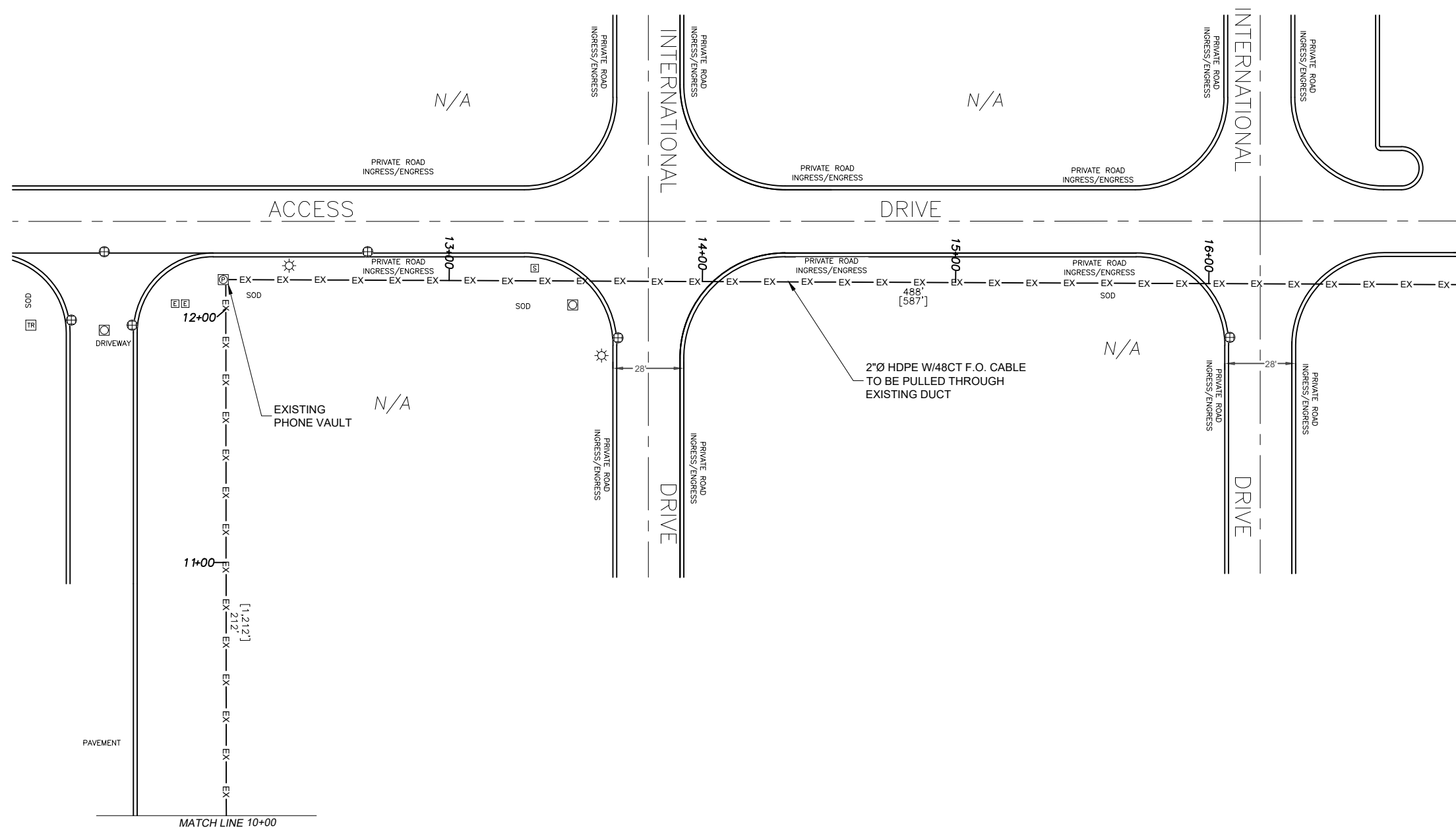
ISSUED FOR PERMITTING

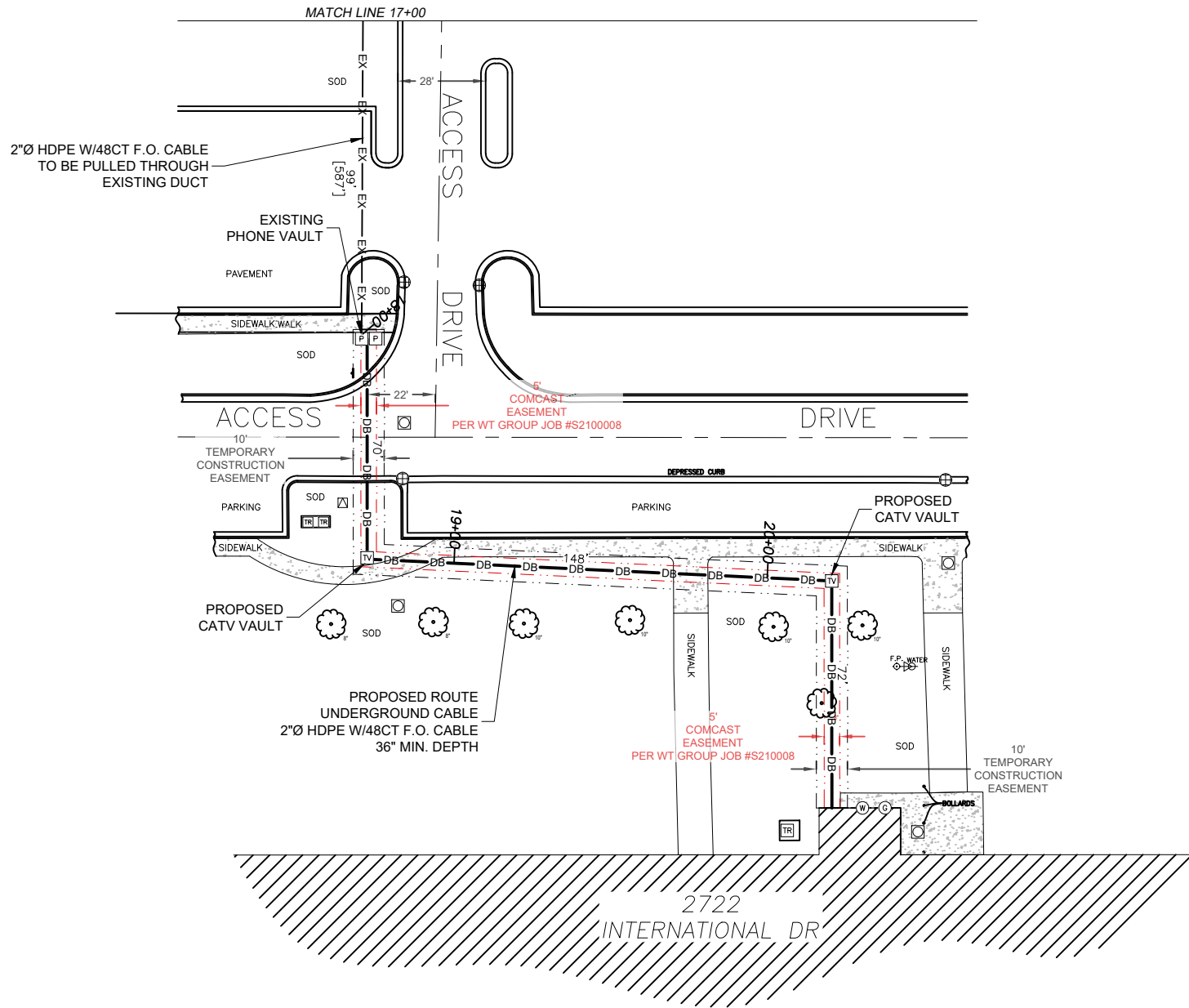
SCALE: 1"=50'

REVISIONS

DATE	BY	DESCRIPTION
6/8/21	VJE	ADD IN EXISTING DUCT PULL
6/9/21	ERO	ADD IN EXISTING DUCT PULL

56





LEGEND

SYMBOLS

⊗ JOINT POLE	⊗ TRANSFORMER POLE
× POWER POLE	○ TELEPHONE POLE
● CATV POLE	⊗ EXF SERVICE RISER
⊞ CATV VAULT	⊗ GUY AND ANCHOR
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⊞ CATV PED	⊞ UNMARKED VAULT
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⊞ CATCH BASIN	⊞ AIR CONDITIONER
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—F—F—F—	BURIED ELECTRIC CABLE
—	FENCE



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AXS POINTS
1901 INDUSTRIAL DR, LIBERTYVILLE, IL 60048 ; (847) 752-8214

JOB NO.: AXS-JB357246
PROJECT TITLE: COMCAST U-GROUND COMMUNICATION CABLE METRO-E
LOCATION: VZEXELON CORPORATION 2722 INTERNATIONAL DR WEST CHICAGO, IL
DRAWING NO.: AXS-JB357246
SHEET NO.: 4 OF 5

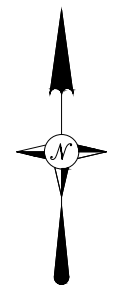
ESPO ENGINEERING
845 MIDWAY DR WILLOWBROOK, IL 60527
630.799.2525
www.espocorp.com

ENG NUMBER: AXS-21-0191
DRAWN BY: APC DATE: 3/5/21

ISSUED FOR PERMITTING
SCALE: 1"=50'

REVISIONS

DATE	BY	DESCRIPTION
6/8/21	VJE	ADD IN EXISTING DUCT PULL
6/9/21	ERO	ADD IN EXISTING DUCT PULL
-	-	-



LEGEND

SYMBOLS

- | | |
|-------------------|--|
| ⊗ JOINT POLE | ⊗ TRANSFORMER POLE |
| × POWER POLE | ○ TELEPHONE POLE |
| ● CATV POLE | ⊗ EXF SERVICE RISER |
| ⊞ CATV VAULT | ⊗ GUY AND ANCHOR |
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AXS POINTS

1901 INDUSTRIAL DR, LIBERTYVILLE, IL 60048 ; (847) 752-8214

JOB NO.: AXS-JB357246

PROJECT TITLE: COMCAST U-GROUND

COMMUNICATION CABLE

METRO-E

LOCATION: VZEXELON CORPORATION

2722 INTERNATIONAL DR

WEST CHICAGO, IL

DRAWING NO. AXS-JB357246

SHEET NO. 5 OF 5

ESPO ENGINEERING

845 MIDWAY DR WILLOWBROOK, IL 60527

630.799.2525

www.espcorp.com

ENG NUMBER: AXS-21-0191

DRAWN BY: APC DATE: 3/5/21

ISSUED FOR PERMITTING

SCALE: 1"=50'

REVISIONS

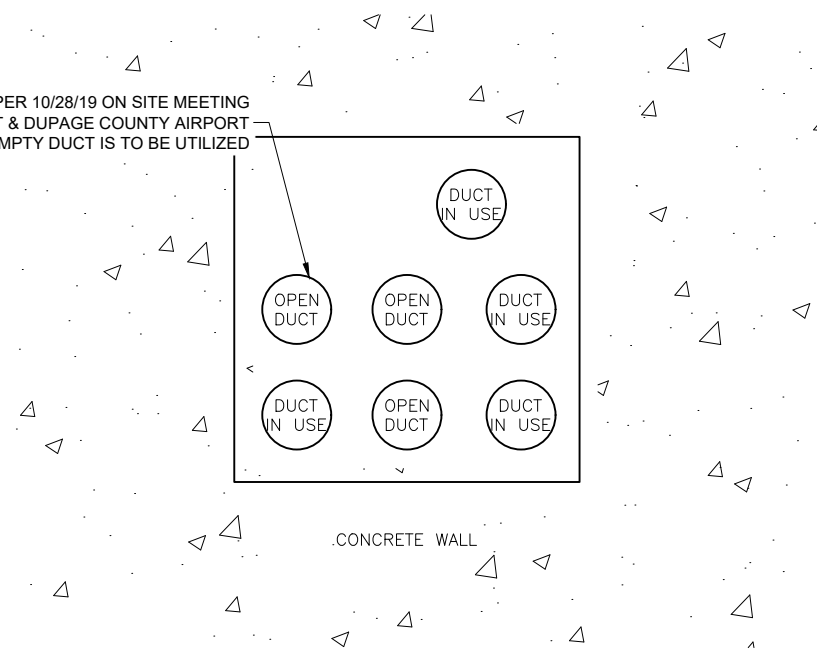
DATE	BY	DESCRIPTION
6/8/21	VJE	ADD IN EXISTING DUCT PULL
6/9/21	ERO	ADD IN EXISTING DUCT PULL

EXISTING AT&T VAULT DUCT BANK DETAIL

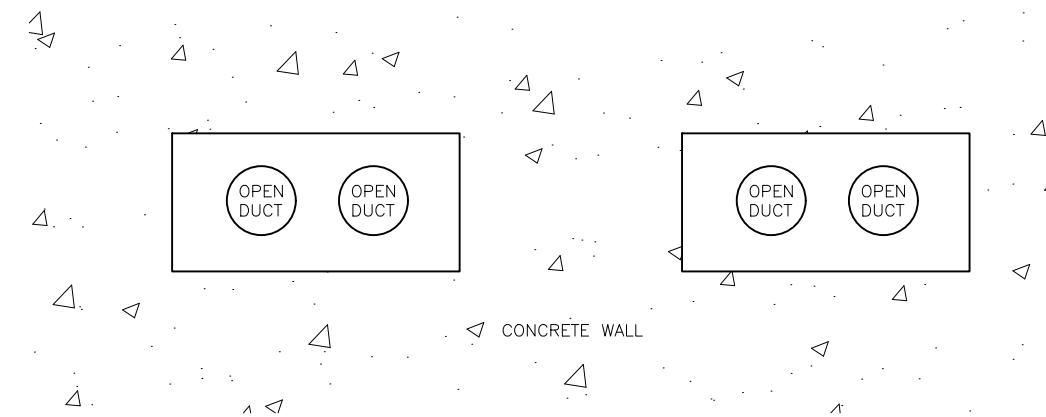
VAULT RIM ELEVATION=754.74
BOTTOM OF VAULT ELEVATION=743.79

* NOTE DUCT BANK SIZING IS APPROXIMATE & FOR REFERENCE ONLY

PER 10/28/19 ON SITE MEETING
WITH AXS POINT & DUPAGE COUNTY AIRPORT
THIS EMPTY DUCT IS TO BE UTILIZED

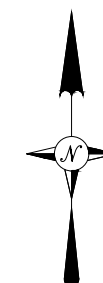


DUCT BANK IS LOCATED
ON THE WEST FACE AT NORTHWEST CORNER OF VAULT



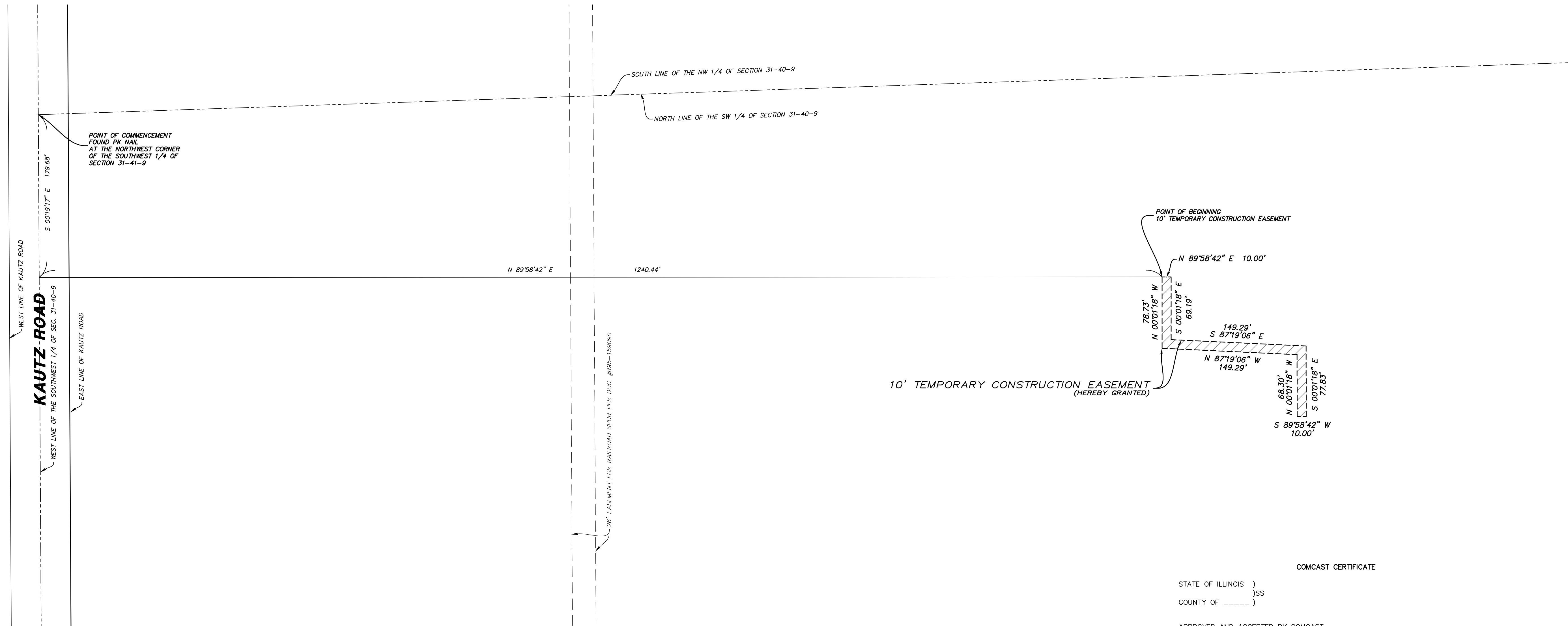
LOCATED ON THE NORTH FACE OF VAULT

NOT TO SCALE

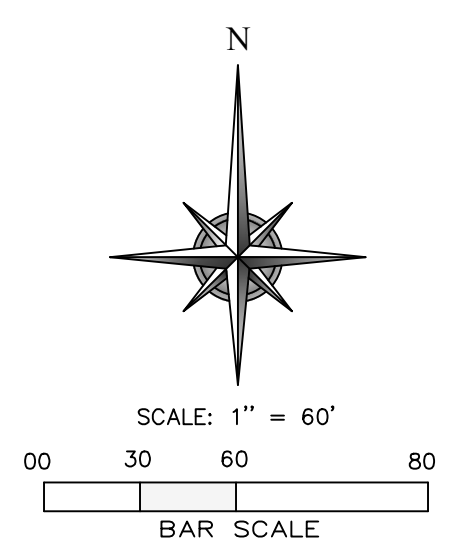
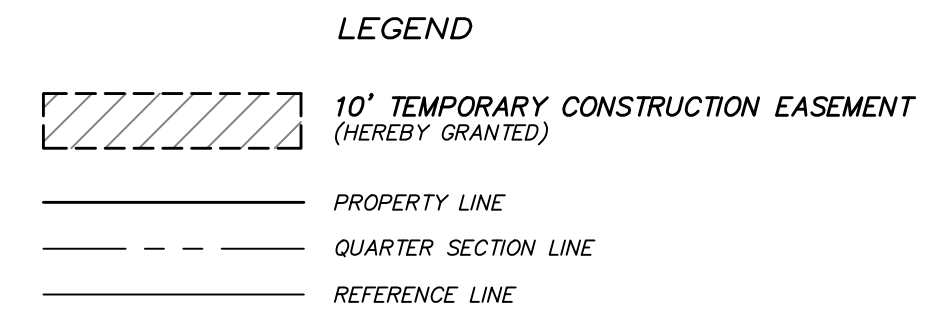


PLAT OF EASEMENT

10' TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION
 THAT PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 19 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 179.68 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST, 1240.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 18 SECONDS EAST, 69.19 FEET; THENCE SOUTH 87 DEGREES 19 MINUTES 06 SECONDS EAST, 149.29 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 18 SECONDS EAST, 77.83 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 42 SECONDS WEST, 10.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 18 SECONDS WEST, 68.30 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 06 SECONDS WEST, 149.29 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 18 SECONDS WEST, 78.73 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



- NOTES:**
- PERMANENT INDEX NUMBER (P.I.N. #): 01-31-300-003 & 004
 - BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
 - ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.



OWNERS CERTIFICATE

STATE OF _____)
) SS
 COUNTY OF _____)

THIS IS TO CERTIFY THAT _____, IS THE OWNER OF THE PROPERTY DESCRIBED HEREON, AND HAS CAUSED THE PROPERTY TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUES, AND SAID CORPORATION DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE AFORESAID.

DATED THIS _____ DAY OF _____, A.D. _____

BY: _____ ATTEST: _____

TITLE: _____ TITLE: _____

NOTARY CERTIFICATE

STATE OF _____)
) SS
 COUNTY OF _____)

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ OF SAID CORPORATION, PERSONALLY KNOW TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS GIVEN UNDER MY HAND AND NOTARIAL SEAL.

THIS _____ DAY OF _____ A.D. _____

 NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

COMCAST CERTIFICATE

STATE OF ILLINOIS)
) SS
 COUNTY OF _____)

APPROVED AND ACCEPTED BY COMCAST.

THIS _____ DAY OF _____, 2018.

 TITLE

 WITNESS

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

WE W-T LAND SURVEYING, DO HEREBY STATE THAT THIS PLAT THEREON DRAWN WAS COMPILED FROM EXISTING SURVEYS AND INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE INDICATED HEREON.

GIVEN UNDER OUR HAND AND SEAL THIS _____ DAY OF _____ A.D. _____ AT HOFFMAN ESTATES, ILLINOIS.

THE W-T GROUP

 FRANJO I. MATIJC - PLS #035-003556 EXPIRES 11/30/2022
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

3/4/21 ISSUED FOR REVIEW

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

WT GROUP
 Engineering with Precision. Peace and Passion.
 2875 Pratum Avenue Hoffman Estates, IL 60132
 Phone: 815.381.1000
 www.wtgroup.com
 IL License No. 184.007570-0015 Expires 11/30/2022
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WT Group
 Engineering • Design • Consulting

LOCATION AXS-JB357246
 DUPAGE COUNTY AIRPORT
 KAUTZ ROAD
 WEST CHICAGO, ILLINOIS

ISSUE	
TO	DATE
CLIENT	3/4/21

CHECK: FIM
 DRAWN: MWO
 JOB: S2100008

EASE-2
PLAT OF EASEMENT

EXHIBIT B

Insurance Requirements

1. Commercial General Liability:

Grantee shall maintain commercial general liability coverage (CGL) with a limit of not less than \$5,000,000 each occurrence and a \$5,000,000 aggregate.

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

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

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

The CGL policy shall provide a waiver of subrogation in favor of DuPage Airport Authority their agents, officers, directors and employees.

Continuing CGL Coverage. Grantee shall maintain the CGL in these limits and terms as long as the Site Access Agreement is in place.

2. Commercial Umbrella Liability Insurance:

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

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

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

Continuing Commercial Umbrella Policy Coverage: Grantee shall maintain a commercial umbrella policy in these limits and terms as long as this Agreement is in place.

3. Business Auto Insurance

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

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

Grantee shall have the Business Auto policy endorsed to provide a waiver subrogation in favor of the DuPage Airport Authority, their agents, officers, directors and employees.

Grantee's Commercial Umbrella Policy shall specify the Business Auto liability limits as underlying limits of coverage and provide excess limits of liability.

4. Workers Compensation Insurance

Grantee shall maintain workers compensation and employers liability insurance in the State of Illinois.

The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Grantee's Commercial Umbrella Policy shall specify the employer liability limits as underlying limits of coverage and provide excess limits of liability.

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

5. Grantee Pollution Liability

Grantee's pollution liability coverage must be provided with minimum limits of \$1,000,000 per each claim. The retroactive date of the coverage must be prior to the date work is first commenced on the project by Grantee. Pollution liability coverage must be maintained with continuity throughout the one-year period following substantial completion of any work on the Easement Premises with limits and retroactive date the earlier of the date of the contract or the date work is first commenced.

6. General Requirements Applicable to All Insurance

A. Evidence of Insurance

Prior to commencement of the work, Grantee shall furnish DuPage Airport Authority with a certificate of insurance executed by a duly authorized representative of each insurer setting out compliance with the insurance requirements set forth. All certificates shall provide for

30 days' written notice to DuPage Airport Authority prior to cancellation of any insurance referred herein.

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

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

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

Failure to maintain the insurance required in this schedule shall constitute an event of default under this Agreement and shall allow DuPage Airport Authority to immediately terminate this Agreement at DuPage Airport Authority's option. If Grantee fails to maintain the insurance as set forth herein, DuPage Airport Authority shall have the right, but not the obligation, to purchase said insurance at Grantee's expense.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate evidencing such coverage shall be promptly provided to DuPage Airport Authority when requested.

B. General Insurance Provisions

No Representation of Coverage Adequacy – By requiring the insurance as set out in this schedule, DuPage Airport Authority does not represent that coverage and limits will necessarily be adequate to protect Grantee, and such coverage and limits shall not be deemed as a limitation on Grantee's liability under the indemnities provided to DuPage Airport Authority in this Agreement, or any other provision of the Contract Documents.

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

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

Grantees Insurance – Grantee shall cause each contractor and subcontractor employed by Grantee to purchase and maintain insurance of the type specified in this Schedule. When requested by DuPage Airport Authority, Grantee shall furnish to DuPage Airport Authority

copies of certificates of insurance evidencing coverage for each subcontractor.

Certificates of Insurance reasonably acceptable to the Authority shall be filed with the Authority prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Contract shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Authority. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final application for payment under the Contract documents and thereafter upon renewal or replacement of such coverage until the period for any extended coverage as required herein has expired. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Grantee with reasonable promptness.

Grantee waives all rights against the DuPage Airport Authority and any of its agents and employees for damages caused by fire or other perils to the extent covered by property insurance.

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

RESOLUTION 2021-2450

Authorizing the Execution of a Utility License between the DuPage Airport Authority and Comcast for the Property Located at 2722 International Drive

WHEREAS, the DuPage Airport Authority (the “Authority”) is an Illinois Special District that owns the real property commonly known as 2722 International Drive, West Chicago, IL (the “Property”); and

WHEREAS, Comcast desires to provide telecommunications and internet service to the Property and, therefore, desires to install cables and other related equipment to be able to provide telecommunications and internet services to the Property; and

WHEREAS, Comcast desires an Utility License over the Property to install and maintain the equipment; and

WHEREAS, the Authority deems it to be in the best interest of the Authority to grant Comcast the Utility License being attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, Mark Doles to execute the Utility License with the terms as set forth in the attached Exhibit A in the form to be agreed upon by the Executive Director and the attorney for the Authority, and to take whatever steps necessary to effectuate the terms of the Utility License.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

REVOCALBE UTILITY LICENSE AGREEMENT

THIS REVOCABLE UTILITY LICENSE AGREEMENT (“Agreement”) is made as of this _____ day of _____, 2021 by and between the DuPAGE AIRPORT AUTHORITY, an Illinois Special District (“LICENSOR”) and COMCAST OF ILLINOIS/OHIO/OREGON, LLC, a Delaware limited liability company (“LICENSEE”) (collectively the “Parties” or individually a “Party”), under the following circumstances:

FOR RECORDER'S USE ONLY

RECITALS

WHEREAS, LICENSEE desires to obtain a license to install, construct, operate, repair maintain, modify, reconstruct, replace, supplement, and remove, from time to time, .625 coax cable, conduits, and other facilities used in connection with underground transmission and distribution of cable television, internet and telecommunications services (collectively the “Facilities”), together with a right of access to the Facilities as may be required incident to the grant of license herein given on and under property owned by LICENSOR on the terms and conditions expressly set forth herein; and

WHEREAS, the LICENSOR now finds it necessary and convenient to grant said a revocable license to LICENSEE, and LICENSEE finds it convenient to accept such grant of said revocable license from the LICENSOR;

NOW, THEREFORE, in consideration of the sum of THREE THOUSAND FIVE HUNDRED Dollars (\$3,500.00), the mutual agreements and covenants herein contained and other good and valuable consideration paid by LICENSEE to LICENSOR, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

2. **Revocable license.** LICENSOR grants unto LICENSEE, its agents, successors, employees and any contractors LICENSEE may employ, a revocable, non-exclusive license for ingress and egress to, from, over, upon, under and across the property owned by LICENSOR as depicted in Exhibit A-1 and legally described and depicted in Exhibit A-2 attached hereto, both of which are made a part hereof (the "Licensed Area") to install, construct, operate, repair, maintain, modify, reconstruct, replace, supplement, and remove, from time to time, the Facilities and other facilities used in connection with the Facilities. This license permits LICENSEE to install cable in the existing duct bank owned by LICENSOR as depicted on Exhibit A-1 and which runs generally from approximately Kautz Road eastbound a distance of approximately 1260 feet, and then south. For that portion of LICENSEE's Facilities to be installed in the duct bank, this license permits LICENSEE to install its Facilities only in the duct depicted on Exhibit A-1. LICENSEE shall not install any Facilities in any duct other than that depicted on Exhibit A-1 without prior written permission from LICENSOR. That portion of LICENSEE's Facilities to be installed not in the duct bank shall be installed only in the area legally described on Exhibit A-2 and depicted on Exhibit A-2. Notwithstanding the labels on Exhibits A-1 and A-2, the Parties agree that this is a revocable license, personal to the LICENSEE, and is given to the LICENSEE at the discretion of the LICENSOR and shall in no way be construed as giving the LICENSEE a real property interest in any part of the Licensed Area.

3. **Standard of Maintenance.** In connection with any entry by LICENSEE, its agents, successors, employees or any contractors LICENSEE may employ, onto the Licensed Area which will involve penetrating or moving the security fence surrounding the LICENSOR'S property, LICENSEE shall inform LICENSOR of its intention to perform any maintenance, repair, restoration, removal or replacement work and obtain LICENSOR'S permission for said work no less than three (3) full business days prior to the intended time of commencement of such work, except in emergency circumstances where LICENSEE shall notify LICENSOR of its entry as soon as practicable. Entry by LICENSEE onto the Licensed Area which does not involve penetration of LICENSOR'S fence line shall not require advance notice to or permission from LICENSOR. LICENSEE, or its agents, employees, licensees, contractors, assignees, or invitees shall exercise reasonable care when performing and completing such maintenance, repair, restoration, removal or replacement so as to avoid damaging existing landscaping, utilities, improvements, structures, and infrastructure on LICENSOR's property and shall conduct such entry so as not to unreasonably interfere with the ordinary and reasonable use thereof. In the event there is damage, including but not limited to damage to existing grass, mulched materials and infrastructure, to LICENSOR's property due to the performance of such maintenance, repair, restoration or replacement work by LICENSEE, its agents, successors, employees or any contractors LICENSEE may employ, LICENSEE shall immediately inform LICENSOR of such damage and within a reasonable timeframe thereafter complete the repair, maintenance, replacement, removal or restoration of any damaged property to that condition which existed prior to said damage by LICENSEE, its agents, employees, licensees, contractors, assignees, or invitees. If LICENSEE fails to diligently repair or restore such damage or complete the same as specified herein, LICENSOR may perform the repair or restoration and

deliver notice of its costs of such to LICENSEE; and LICENSEE shall pay the same to LICENSOR within thirty (30) days of LICENSOR's delivery of such notice to LICENSEE.

4. **Indemnity.** To the fullest extent permitted by law, LICENSEE, on behalf of itself, its agents, successors, assigns, employees or any contractors LICENSEE may employ, agrees to indemnify, defend with counsel acceptable to LICENSOR and hold LICENSOR and its lessees, tenants, officers, directors, board members, employees and agents harmless for any and all loss of life, injury to persons or damage to real or personal property that may be sustained by the other or others, directly or indirectly, arising out of the acts or omissions of LICENSEE, its agents, successors, employees, assigns, designees or any contractors LICENSEE may employ, related to or arising from the rights, duties, or obligations under this Agreement. Notwithstanding the foregoing, LICENSEE shall not be obligated to defend, indemnify or hold LICENSOR harmless from any claims, liens, penalties, demands, actions, proceedings, liabilities or losses which arise out of or are caused by the acts or omissions of the LICENSOR, its contractors, agents or representatives. LICENSEE's obligations under this Paragraph shall be in addition to, and not in lieu of, LICENSEE's obligation to maintain insurance. LICENSEE's obligations under this Paragraph shall survive the termination or expiration of this Agreement.

5. **Insurance.** LICENSEE shall comply with the terms of Exhibit "C" attached hereto during the term of this Agreement. LICENSEE shall require each agent or contractor performing work for it in or related to the Licensed Area to maintain the same types and amounts of insurance required of LICENSEE and shall require the agent/subcontractor to name LICENSOR as an additional insured, as indicated on Exhibit B, with waivers of subrogation, and such agent/subcontractor's insurance shall also be primary and non-contributory to any insurance maintained by LICENSOR.

6. **Liens.** LICENSEE shall not permit any mechanic's lien to be imposed upon nor against LICENSOR's property for any labor or materials in connection with work of any character performed on LICENSOR's property at the direction of LICENSEE. In the event of any such lien attaching to LICENSOR's property as a result of LICENSEE's work thereon, LICENSEE shall immediately have such lien either released, or if contested by LICENSEE, bonded over in the amount of one hundred percent (100%) of the claim and defend LICENSOR's interests against such lien pursuant to the provisions of Paragraph 4 above.

7. **Reservation.** LICENSOR reserves the right to use, and to allow others the right to use, the Licensed Area in any manner that will not adversely affect or materially interfere with the exercise by LICENSEE of the rights herein granted. Further, LICENSOR retains the right to plant vegetation, or to construct roads, parking lots or driveways as may be necessary over portions of the Facilities Licensed Area. LICENSOR shall erect no buildings on the Licensed Area, unless the Facilities are relocated pursuant to the terms of Paragraph 8 hereof.

8. **Relocation.** LICENSOR reserves the right, at LICENSOR's sole cost and expense, to relocate from time to time the Licensed Area and all of the LICENSEE's improvements and Facilities located therein when such relocation is reasonably necessary to facilitate the construction of other improvements upon LICENSOR's property but not interfere with LICENSOR use. If LICENSOR exercises its relocation rights reserved in this Paragraph 8:

- (a) LICENSOR shall provide LICENSEE prior written notice of LICENSOR's intention to relocate the Licensed Area and LICENSEE's improvements located therein;
- (b) Within a reasonable time after receipt by LICENSEE of such notice, LICENSOR and LICENSEE shall use their best efforts to identify the best possible site for the new license area;

- (c) Upon identification of the new Licensed Area, LICENSOR and LICENSEE shall execute, acknowledge and record an amendment to this Agreement to reflect the relocation of the Licensed Area and the termination of this Agreement as to that portion of the Licensed Area relocated pursuant to this provision;
- (d) Within a reasonable time after the new license area has been identified, LICENSOR shall inform LICENSEE of the probable commencement and completion dates of the relocation work;
- (e) LICENSOR shall improve the new license agreement in the same manner as the original Licensed Area, all at LICENSOR's cost and expenses; and
- (f) Upon completion of all relocation work, LICENSOR and LICENSEE shall execute, acknowledge and record a partial release of this Agreement as to that portion of the Licensed Area relocated pursuant to this provision.

9. **Successors.** The term "LICENSOR's Successors" shall mean and include each of LICENSOR's successors in title to the Licensed Area or any part thereof or interest therein. The privileges herein granted to LICENSEE and reserved to LICENSOR, and all of the covenants and agreements of the parties herein:

- (a) are hereby declared to be, and shall be, revocable; and
- (b) shall be binding upon, inure to the benefit of, and be enforceable in actions at law or in equity by, LICENSOR and each of LICENSOR's Successors, but only during and/or with respect to such periods of time as LICENSOR, or each such LICENSOR's Successor, shall respectively own an interest in the Licensed Area, or any part thereof.

10. Governing Law; Venue; Remedies and Attorneys' Fees. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without reference to the choice of law provisions thereof. The parties agree that the only proper venue for any litigation under or regarding this Agreement shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and the parties hereby consent to the personal jurisdiction of said court. In the event LICENSEE or its successors breaches any of the covenants contained herein, LICENSOR or its successors may enforce the terms of this Agreement by appropriate action for damages and/or injunction. If LICENSOR is the substantially prevailing party in any action to enforce, interpret, or declare rights under this Agreement, it shall be entitled to recover its reasonable attorneys' fees and costs of litigation from LICENSEE (including, without limitation, filing fees, expert witness fees, deposition costs, transcript costs).

11. Notices. Any and all notices or communications made in connection with this Agreement required to be delivered hereunder shall be deemed properly delivered when and if personally delivered, sent via reputable overnight courier, faxed, or mailed by registered mail or certified mail, return receipt requested, postage prepaid, to the Parties or their attorneys, as set forth below:

If to LICENSOR:

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

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong,
LLC
105 East Irving Park Road
Itasca, IL 60143
pal@lbgalaw.com

If to LICENSEE:

Comcast Cable
1500 McConnor Pkwy
Schaumburg, IL 60173

With a copy to:

Butch Baun
1500 McConnor Pkwy
Schaumburg, IL 60173

12. **Holidays and Weekends.** Wherever under the terms of this Agreement the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

13. **Controversies.** This Agreement, and all questions of interpretation, construction and enforcement hereof and all controversies hereunder shall be governed by the applicable statutory or common law provisions of the State of Illinois.

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

15. **Captions and Titles.** The titles of the sections of this Agreement and the captions at the beginning of the several paragraphs, respectively, are for convenience in locating the context, but are not to be used with the interpretation of the terms of this Agreement.

16. **Entirety.** This Agreement, its attachments and those agreements referenced herein embody the entire understanding between the Parties with respect to this Agreement.

17. **Amendments.** No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, shall be valid unless made in writing and fully signed by the Parties with a finalized copy of the amendment distributed between the Parties.

18. Legal Authority. Each Party represents that it has the legal power, right and authority to enter into this Agreement, consummate the transaction contemplated hereby and to execute and deliver all documents and instruments to be delivered hereunder. The Parties further warrant and represent that the execution and delivery of this Agreement is not prohibited by and will not conflict with any order, rule or regulation of any court or other governmental agency or official.

18. Termination. This Agreement and the license granted by LICENSOR is revocable by LICENSOR at any time upon 30 days' written notice to LICENSEE.

19. Tenant Consent. Exelon Corporation is Tenant under a ground lease (the "Ground Lease") with Grantor for the property commonly known as 2722 International Drive, West Chicago (the "Ground Lease Property") and currently occupies the Ground Lease Property. Tenant hereby consents to the LICENSOR's grant of this license to LICENSEE, the temporary locating and storage of the equipment related to the installation of the Facilities on the Ground Lease Property, and to LICENSEE's right of access to the Licensed Area and the Ground Lease Property. Further, Tenant agrees that neither this Agreement nor LICENSEE's accessing or using the Ground Lease Property and/or installing the Facilities within the Licensed Area impairs, precludes, delays or interferes with Tenant's rights under the Ground Lease. Tenant is not a party to this Agreement and Tenant's acknowledgment and consent in this paragraph shall not result in any liability or responsibility by Tenant for Grantee's obligations under this Agreement.

[THIS SECTION INTENTIONALLY LEFT BLANK]

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

LICENSOR:

DuPAGE AIRPORT AUTHORITY,
an Illinois Special District

By: _____

Its: _____

LICENSEE:

COMCAST OF ILLINOIS/OHIO/OREGON, a
Delaware limited liability company

By: _____

Its: _____

TENANT ACKNOWLEDGMENT:

By: _____

Name: _____

Its: _____

**This instrument prepared by
and after recording return to:**

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
105 East Irving Park Road
Itasca, IL 60143
(630) 773-8500

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that Mark Doles as Executive Director of the DUPAGE AIRPORT AUTHORITY, an Illinois Special District, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Director, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said airport authority.

GIVEN under my hand and notarial seal as of this _____ day of _____, 2021.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO
HEREBY CERTIFY that _____, as
_____ of COMCAST OF ILLINOIS/OHIO/OREGON, LLC, a
Delaware limited liability company, personally known to me to be the same person whose name
is subscribed to the foregoing instrument as such _____, appeared
before me this day in person and acknowledged that he/she signed and delivered said instrument
as his/her own free and voluntary act and as the free and voluntary act of said Corporation.

GIVEN under my hand and notarial seal as of this ____ day of _____, 2021.

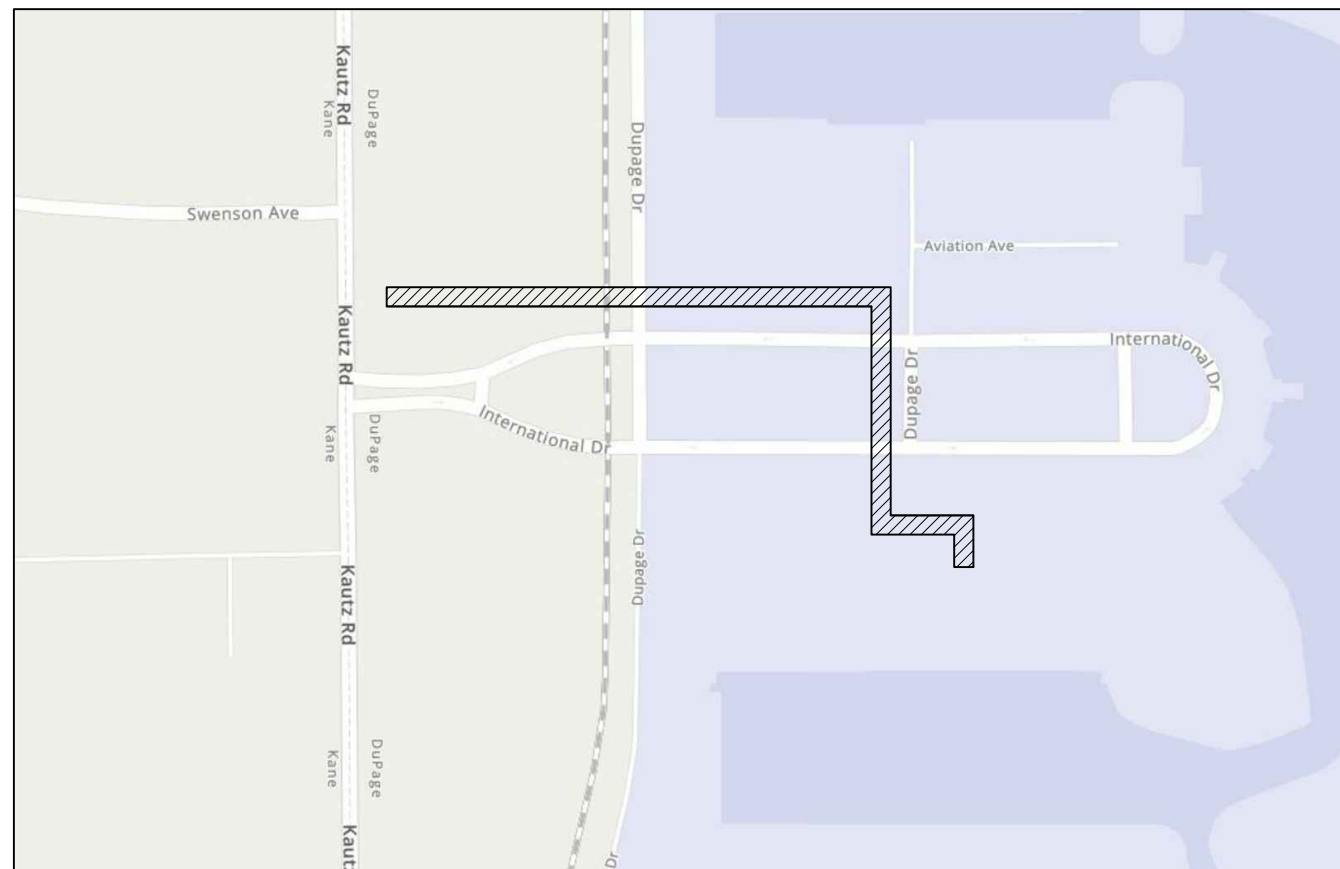
Notary Public

My Commission Expires: _____

EXHIBIT A-1

DEPICTION OF LICENSED AREA

DUPAGE AIRPORT AUTHORITY PERMIT DRAWING VZ EXELON CORPORATION 2722 INTERNATIONAL DR WEST CHICAGO, IL SITE MAP



NOT TO SCALE

LEGEND

SYMBOLS

⊗ JOINT POLE	⊗ TRANSFORMER POLE
× POWER POLE	○ TELEPHONE POLE
● CATV POLE	⊗ EXF SERVICE RISER
⊞ CATV VAULT	⊗ GUY AND ANCHOR
⊞ TELCO VAULT	⊞ TRAFFIC CONTROL VAULT
□ CATV PED	⊞ UNMARKED VAULT
■ CATV LOCKBOX	⊞ BORE/SPLICE PIT
⊞ FIRE HYDRANT	⊞ CATV POWER SUPPLY
⊞ CATCH BASIN	⊞ AIR CONDITIONER
⊞ SEWER DRAIN	⊞ GENERATOR
⊞ CULVERT PIPE	⊞ WATER METER
⊞ WATER VALVE	⊞ UNMARKED MANHOLES
⊞ GAS VALVE	⊞ CATV MANHOLE
⊞ TELCO PED	⊞ ELECTRIC MANHOLE
⊞ TRANSFORMER	⊞ TRAFFIC MANHOLE
⊞ MAIL BOX	⊞ TELEPHONE MANHOLE (Indicate Ownership)
⊞ FIBER MARKER	⊞ SEWER MANHOLE (Indicate Sanitary/Storm)
⊞ GAS METER	⊞ WATER MANHOLE (Indicate Ownership e.g. DWC)
⊞ ROAD SIGN	⊞ GAS MARKER (Indicate Ownership)
⊞ R.R. X-ING GATE	⊞ RIGHT-OF-WAY MARKER (Bench Mark)
⊞ TREE	⊞ TRAFFIC SIGNAL LIGHT
⊞ BUSH	⊞ ELECTRIC VAULT/PED/METER
⊞ STREET LIGHT	

LINES

—	CENTER LINE
- - - -	RIGHT-OF-WAY LINE
⊞	PROPERTY LINE
⋯	UTILITY EASEMENT
—AER—	OVERHEAD CABLE
—DB—	DIRECTIONAL BORE CABLE
—TR—	TRENCH CABLE
—EX—	EXISTING PIPE/CONDUIT
—HB—	HAND-BURY CABLE
—W—	WATER MAIN
—S—	SANITARY SEWER
—G—	STORM SEWER MAIN
—TEL—	GAS MAIN
—E—	TELCO CABLE
—	BURIED ELECTRIC CABLE
—	FENCE



THE INFORMATION IN THIS DRAWING FILE IS PROPRIETARY AND CONFIDENTIAL AND MAY NOT BE REPRODUCED OR TRANSMITTED BY ANY MEANS OF CONVEYANCE WITHOUT WRITTEN PERMISSION FROM COMCAST.

AXS POINTS

1901 INDUSTRIAL DR, LIBERTYVILLE, IL 60048 ; (847) 752-8214

JOB NO.: AXS-JB357246

PROJECT TITLE: COMCAST U-GROUND

COMMUNICATION CABLE

METRO-E

LOCATION: VZEXELON CORPORATION
2722 INTERNATIONAL DR

WEST CHICAGO, IL

DRAWING NO.: AXS-JB357246

SHEET NO.: 1 OF 5

ESPO ENGINEERING

845 MIDWAY DR WILLOWBROOK, IL 60527
630.799.2525
www.espcorp.com

ENG NUMBER: AXS-21-0191

DRAWN BY: APC DATE: 3/5/21

ISSUED FOR PERMITTING

SCALE: 1"=50'

REVISIONS

DATE	BY	DESCRIPTION
6/8/21	VJE	ADD IN EXISTING DUCT PULL
6/9/21	ERO	ADD IN EXISTING DUCT PULL
-	-	-

DUPAGE COUNTY WAYNE TWP T40N R9E N.W.1/4 OF S.W.1/4 OF SEC.31
INDEX OF SHEETS 1. COVER SHEET 2-4. PLAN SHEET 5. DETAIL SHEET
PROJECT DESCRIPTION PROPOSED INSTALLATION OF UNDERGROUND CABLE - 2"Ø HDPE w/48CT F.O. CABLE @ 36" MIN. DEPTH BY DIRECTIONAL BORING
PROJECT DETAIL CABLE LENGTH (ft): 2,089 COMCAST COORD: ADRIANA CANDIA

LEGEND

SYMBOLS

- | | |
|-------------------|--|
| ⊗ JOINT POLE | ⊗ TRANSFORMER POLE |
| × POWER POLE | ○ TELEPHONE POLE |
| ● CATV POLE | ⊗ EXF SERVICE RISER |
| ⊞ CATV VAULT | ⊗ GUY AND ANCHOR |
| ⊞ TELCO VAULT | ⊞ TRAFFIC CONTROL VAULT |
| □ CATV PED | ⊞ UNMARKED VAULT |
| ■ CATV LOCKBOX | ⊞ BORE/SPLICE PIT |
| ⊞ FIRE HYDRANT | ⊞ CATV POWER SUPPLY |
| ⊞ CATCH BASIN | ⊞ AIR CONDITIONER |
| ⊞ SEWER DRAIN | ⊞ GENERATOR |
| ⊞ CULVERT PIPE | ⊞ WATER METER |
| ⊞ WATER VALVE | ⊞ UNMARKED MANHOLES |
| ⊞ GAS VALVE | ⊞ CATV MANHOLE |
| ⊞ TELCO PED | ⊞ ELECTRIC MANHOLE |
| ⊞ TRANSFORMER | ⊞ TRAFFIC MANHOLE |
| ⊞ MAIL BOX | ⊞ TELEPHONE MANHOLE
(Indicate Ownership) |
| ⊞ FIBER MARKER | ⊞ SEWER MANHOLE
(Indicate Sanitary/Storm) |
| ⊞ GAS METER | ⊞ WATER MANHOLE
(Indicate Ownership e.g. DWC) |
| ⊞ ROAD SIGN | ⊞ GAS MARKER
(Indicate Ownership) |
| ⊞ R.R. X-ING GATE | ⊞ RIGHT-OF-WAY MARKER
(Bench Mark) |
| ⊞ TREE | ⊞ TRAFFIC SIGNAL LIGHT |
| ⊞ BUSH | ⊞ ELECTRIC VAULT/PED/METER |
| ⊞ STREET LIGHT | |

LINES

- | | |
|---------------|------------------------|
| — | CENTER LINE |
| - - - - - | RIGHT-OF-WAY LINE |
| - · - · - | PROPERTY LINE |
| - · - · - | UTILITY EASEMENT |
| —AER—AER— | OVERHEAD CABLE |
| —DB—DB—DB— | DIRECTIONAL BORE CABLE |
| —TR—TR—TR— | TRENCH CABLE |
| —EX—EX—EX— | EXISTING PIPE/CONDUIT |
| —HB—HB—HB— | HAND-BURY CABLE |
| —W—W—W— | WATER MAIN |
| —S—S—S— | SANITARY SEWER |
| —SS—SS—SS— | STORM SEWER MAIN |
| —G—G—G— | GAS MAIN |
| —TEL—TEL—TEL— | TELCO CABLE |
| —E—E—E— | BURIED ELECTRIC CABLE |
| —F—F—F— | FENCE |



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AXS POINTS

1901 INDUSTRIAL DR, LIBERTYVILLE, IL 60048 ; (847) 752-8214

JOB NO.: AXS-JB357246

PROJECT TITLE: COMCAST U-GROUND

COMMUNICATION CABLE

METRO-E

LOCATION: VZEXELON CORPORATION

2722 INTERNATIONAL DR

WEST CHICAGO, IL

DRAWING NO. AXS-JB357246

SHEET NO. 2 OF 5

ESPO ENGINEERING

845 MIDWAY DR WILLOWBROOK, IL 60527
630.789.2525
www.espoecorp.com

ENG NUMBER: AXS-21-0191

DRAWN BY: APC DATE: 3/5/21

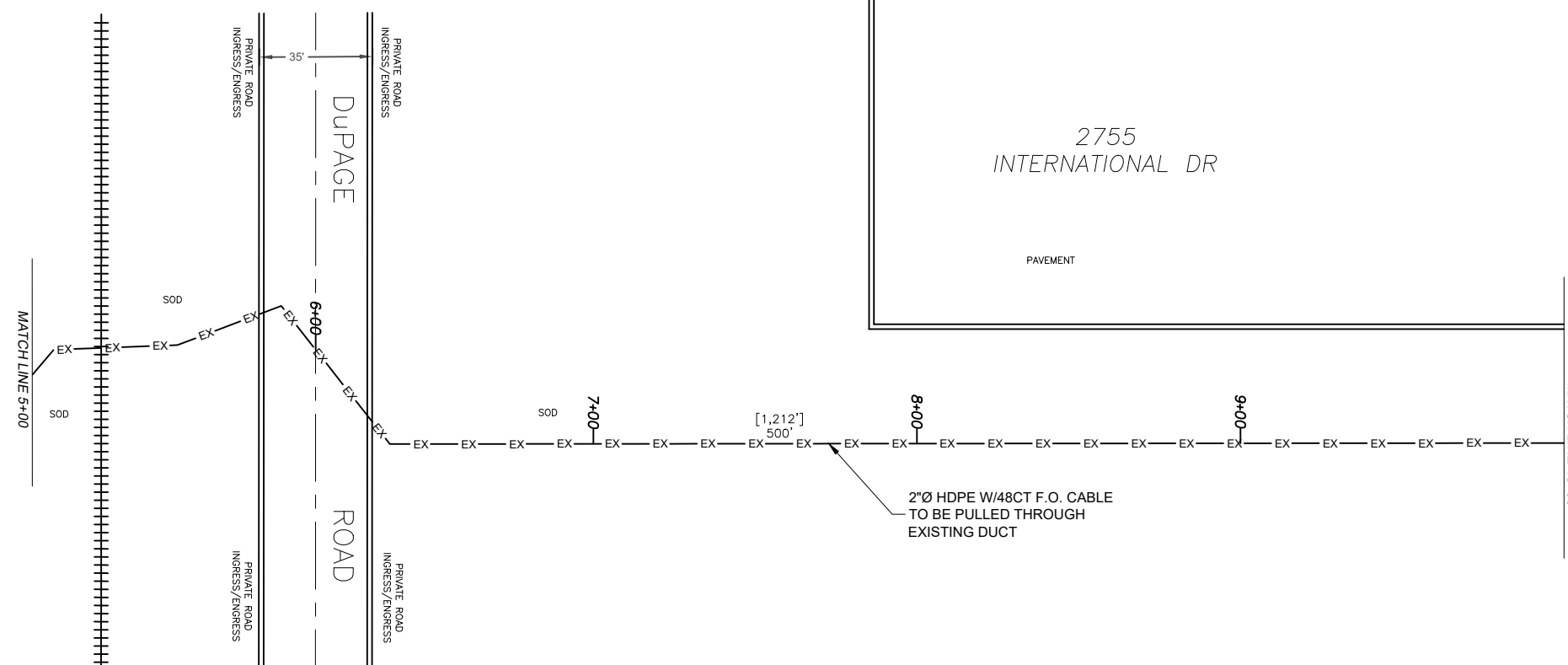
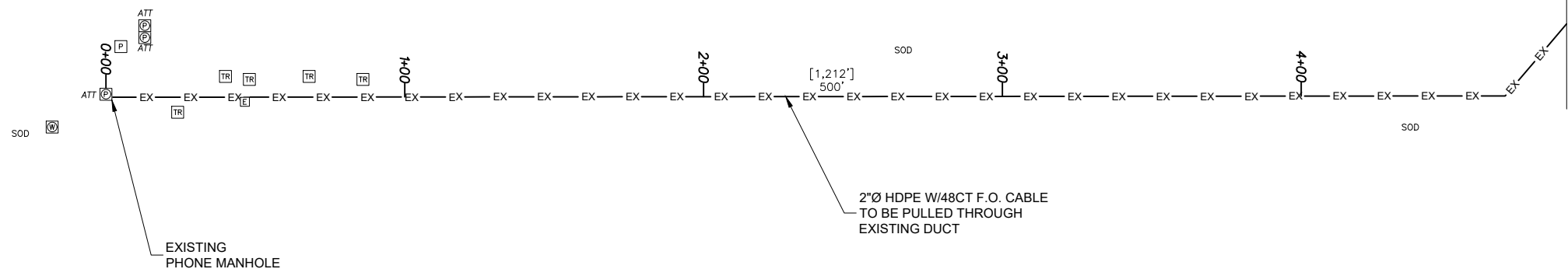
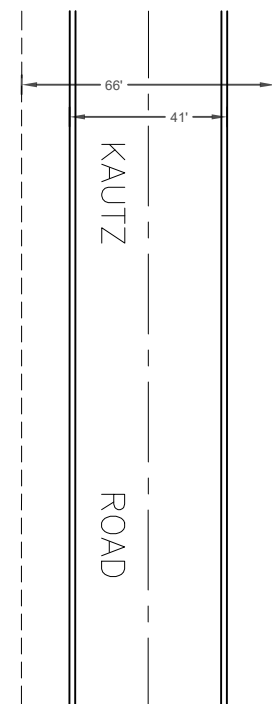
ISSUED FOR PERMITTING

SCALE: 1"=50'

REVISIONS

DATE	BY	DESCRIPTION
6/8/21	VJE	ADD IN EXISTING DUCT PULL
6/9/21	ERO	ADD IN EXISTING DUCT PULL

79



LEGEND

SYMBOLS

- | | |
|-------------------|--|
| ⊗ JOINT POLE | ⊗ TRANSFORMER POLE |
| × POWER POLE | ○ TELEPHONE POLE |
| ● CATV POLE | ⊗ EXF SERVICE RISER |
| ⊞ CATV VAULT | ⊗ GUY AND ANCHOR |
| ⊞ TELCO VAULT | ⊞ TRAFFIC CONTROL VAULT |
| □ CATV PED | ⊞ UNMARKED VAULT |
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| ⊞ FIRE HYDRANT | ⊞ CATV POWER SUPPLY |
| ⊞ CATCH BASIN | ⊞ AIR CONDITIONER |
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| ⊞ MAIL BOX | ⊞ TELEPHONE MANHOLE
(Indicate Ownership) |
| ⊞ FIBER MARKER | ⊞ SEWER MANHOLE
(Indicate Sanitary/Storm) |
| ⊞ GAS METER | ⊞ WATER MANHOLE
(Indicate Ownership e.g. DWC) |
| ⊞ ROAD SIGN | ⊞ GAS MARKER
(Indicate Ownership) |
| ⊞ R.R. X-ING GATE | ⊞ RIGHT-OF-WAY MARKER
(Bench Mark) |
| ⊞ TREE | ⊞ TRAFFIC SIGNAL LIGHT |
| ⊞ BUSH | ⊞ ELECTRIC VAULT/PED/METER |
| ⊞ STREET LIGHT | |

LINES

- | | |
|---------------|------------------------|
| — | CENTER LINE |
| - - - | RIGHT-OF-WAY LINE |
| - · - · - | PROPERTY LINE |
| - · - · - · - | UTILITY EASEMENT |
| —AER— | OVERHEAD CABLE |
| —DB— | DIRECTIONAL BORE CABLE |
| —TR— | TRENCH CABLE |
| —EX— | EXISTING PIPE/CONDUIT |
| —HB— | HAND-BURY CABLE |
| —W— | WATER MAIN |
| —S— | SANITARY SEWER |
| —G— | STORM SEWER MAIN |
| —G— | GAS MAIN |
| —TEL— | TELCO CABLE |
| —E— | BURIED ELECTRIC CABLE |
| — | FENCE |



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AXS POINTS

1901 INDUSTRIAL DR, LIBERTYVILLE, IL 60048 ; (847) 752-8214

JOB NO.: AXS-JB357246

PROJECT TITLE: COMCAST U-GROUND

COMMUNICATION CABLE

METRO-E

LOCATION: VZEXELON CORPORATION

2722 INTERNATIONAL DR

WEST CHICAGO, IL

DRAWING NO. AXS-JB357246

SHEET NO. 3 OF 5

ESPO ENGINEERING

845 MIDWAY DR WILLOWBROOK, IL 60527
630.799.2525
www.espocorp.com

ENG NUMBER: AXS-21-0191

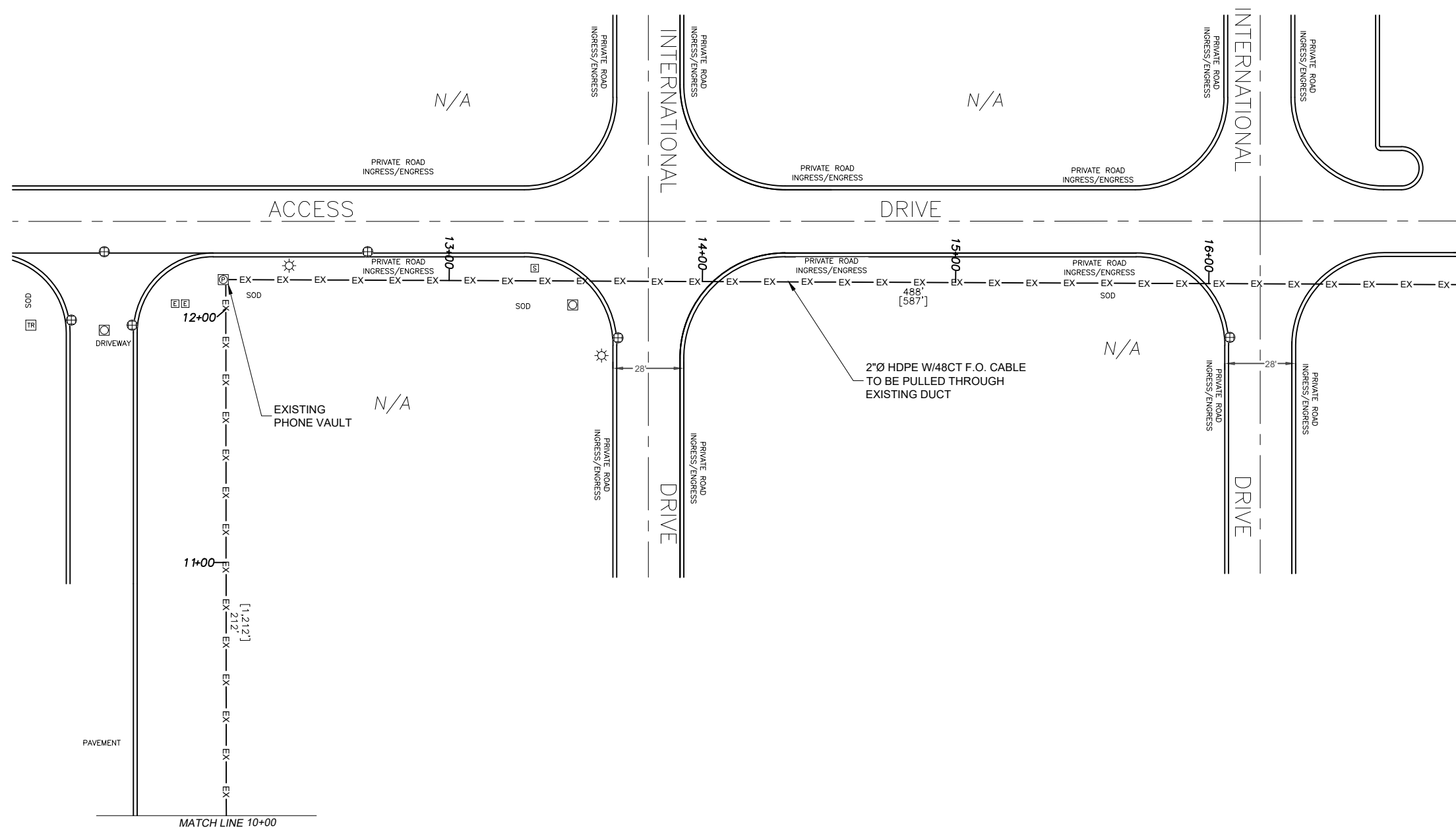
DRAWN BY: APC DATE: 3/5/21

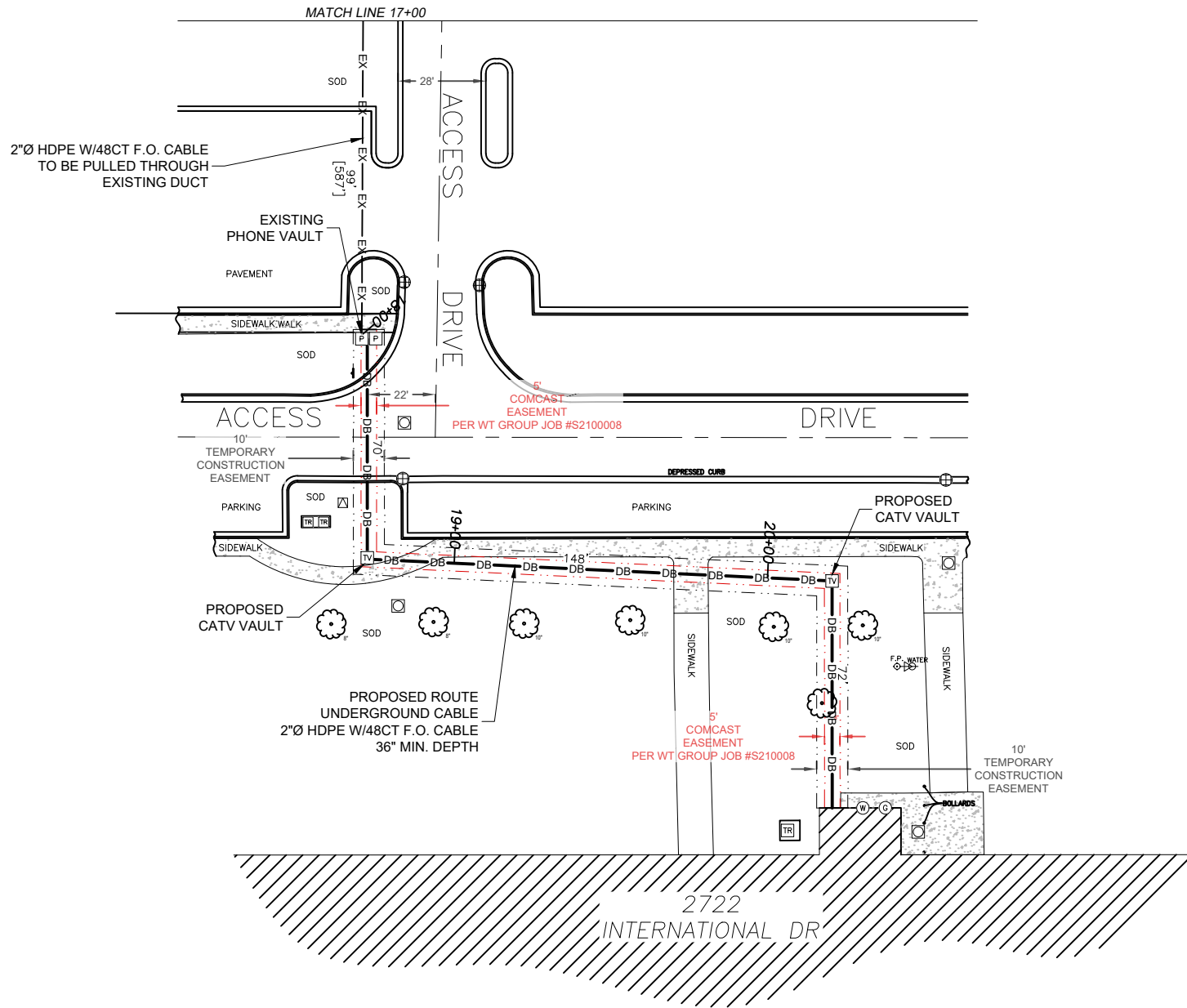
ISSUED FOR PERMITTING

SCALE: 1"=50'

REVISIONS

DATE	BY	DESCRIPTION
6/8/21	VJE	ADD IN EXISTING DUCT PULL
6/9/21	ERO	ADD IN EXISTING DUCT PULL





LEGEND

SYMBOLS

⊗ JOINT POLE	⊗ TRANSFORMER POLE
× POWER POLE	○ TELEPHONE POLE
● CATV POLE	⊗ EXF SERVICE RISER
⊗ CATV VAULT	⊗ GUY AND ANCHOR
⊗ TELCO VAULT	⊗ TRAFFIC CONTROL VAULT
⊗ CATV PED	⊗ UNMARKED VAULT
⊗ CATV LOCKBOX	⊗ BORE/SPLICE PIT
⊗ FIRE HYDRANT	⊗ CATV POWER SUPPLY
⊗ CATCH BASIN	⊗ AIR CONDITIONER
⊗ SEWER DRAIN	⊗ GENERATOR
⊗ CULVERT PIPE	⊗ WATER METER
⊗ WATER VALVE	⊗ UNMARKED MANHOLES
⊗ GAS VALVE	⊗ CATV MANHOLE
⊗ TELCO PED	⊗ ELECTRIC MANHOLE
⊗ TRANSFORMER	⊗ TRAFFIC MANHOLE
⊗ MAIL BOX	⊗ TELEPHONE MANHOLE (Indicate Ownership)
⊗ FIBER MARKER	⊗ SEWER MANHOLE (Indicate Sanitary/Storm)
⊗ GAS METER	⊗ WATER MANHOLE (Indicate Ownership e.g. DWC)
⊗ ROAD SIGN	⊗ GAS MARKER (Indicate Ownership)
⊗ R.R. X-ING GATE	⊗ RIGHT-OF-WAY MARKER (Bench Mark)
⊗ TREE	⊗ TRAFFIC SIGNAL LIGHT
⊗ BUSH	⊗ ELECTRIC VAULT/PED/METER
⊗ STREET LIGHT	

LINES

—	CENTER LINE
- - - -	RIGHT-OF-WAY LINE
- · - · -	PROPERTY LINE
- · - · - · - · -	UTILITY EASEMENT
—AER—	OVERHEAD CABLE
—DB—	DIRECTIONAL BORE CABLE
—TR—	TRENCH CABLE
—EX—	EXISTING PIPE/CONDUIT
—HB—	HAND-BURY CABLE
—W—	WATER MAIN
—S—	SANITARY SEWER
—SS—	STORM SEWER MAIN
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—TEL—	TELCO CABLE
—E—	BURIED ELECTRIC CABLE
—F—	FENCE



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AXS POINTS
1901 INDUSTRIAL DR, LIBERTYVILLE, IL 60048 ; (847) 752-8214

JOB NO.: AXS-JB357246
PROJECT TITLE: COMCAST U-GROUND COMMUNICATION CABLE METRO-E
LOCATION: VZEXELON CORPORATION 2722 INTERNATIONAL DR WEST CHICAGO, IL
DRAWING NO.: AXS-JB357246
SHEET NO.: 4 OF 5

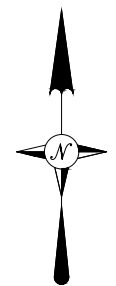
ESPO ENGINEERING
845 MIDWAY DR WILLOWBROOK, IL 60527
630.799.2525
www.espocorp.com

ENG NUMBER: AXS-21-0191
DRAWN BY: APC DATE: 3/5/21

ISSUED FOR PERMITTING
SCALE: 1"=50'

REVISIONS

DATE	BY	DESCRIPTION
6/8/21	VJE	ADD IN EXISTING DUCT PULL
6/9/21	ERO	ADD IN EXISTING DUCT PULL
-	-	-



LEGEND

SYMBOLS

- | | |
|-------------------|--|
| ⊗ JOINT POLE | ⊗ TRANSFORMER POLE |
| × POWER POLE | ○ TELEPHONE POLE |
| ● CATV POLE | ⊗ EXF SERVICE RISER |
| ⊞ CATV VAULT | ⊗ GUY AND ANCHOR |
| ⊞ TELCO VAULT | ⊞ TRAFFIC CONTROL VAULT |
| □ CATV PED | ⊞ UNMARKED VAULT |
| ■ CATV LOCKBOX | ⊞ BORE/SPLICE PIT |
| ⊞ FIRE HYDRANT | ⊞ CATV POWER SUPPLY |
| ⊞ CATCH BASIN | ⊞ AIR CONDITIONER |
| ⊞ SEWER DRAIN | ⊞ GENERATOR |
| ⊞ CULVERT PIPE | ⊞ WATER METER |
| ⊞ WATER VALVE | ⊞ UNMARKED MANHOLES |
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(Indicate Ownership) |
| ⊞ FIBER MARKER | ⊞ SEWER MANHOLE
(Indicate Sanitary/Storm) |
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(Indicate Ownership e.g. DWC) |
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(Indicate Ownership) |
| ⊞ R.R. X-ING GATE | ⊞ RIGHT-OF-WAY MARKER
(Bench Mark) |
| ⊞ TREE | ⊞ TRAFFIC SIGNAL LIGHT |
| ⊞ BUSH | ⊞ ELECTRIC VAULT/PED/METER |
| ⊞ STREET LIGHT | |

LINES

- | | |
|---------------------|------------------------|
| — — — — — | CENTER LINE |
| - - - - - | RIGHT-OF-WAY LINE |
| — — — — — | PROPERTY LINE |
| — — — — — | UTILITY EASEMENT |
| — AER — AER — | OVERHEAD CABLE |
| — DB — DB — DB — | DIRECTIONAL BORE CABLE |
| — TR — TR — TR — | TRENCH CABLE |
| — EX — EX — EX — | EXISTING PIPE/CONDUIT |
| — HB — HB — HB — | HAND-BURY CABLE |
| — W — W — W — | WATER MAIN |
| — — — — — | SANITARY SEWER |
| — — — — — | STORM SEWER MAIN |
| — G — G — G — | GAS MAIN |
| — TEL — TEL — TEL — | TELCO CABLE |
| — E — E — E — | BURIED ELECTRIC CABLE |
| — — — — — | FENCE |



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AXS POINTS

1901 INDUSTRIAL DR, LIBERTYVILLE, IL 60048 ; (847) 752-8214

JOB NO.: AXS-JB357246

PROJECT TITLE: COMCAST U-GROUND

COMMUNICATION CABLE

METRO-E

LOCATION: VZEXELON CORPORATION

2722 INTERNATIONAL DR

WEST CHICAGO, IL

DRAWING NO. AXS-JB357246

SHEET NO. 5 OF 5

ESPO ENGINEERING

845 MIDWAY DR WILLOWBROOK, IL 60527
630.799.2525
www.espcorp.com

ENG NUMBER: AXS-21-0191

DRAWN BY: APC DATE: 3/5/21

ISSUED FOR PERMITTING

SCALE: 1"=50'

REVISIONS

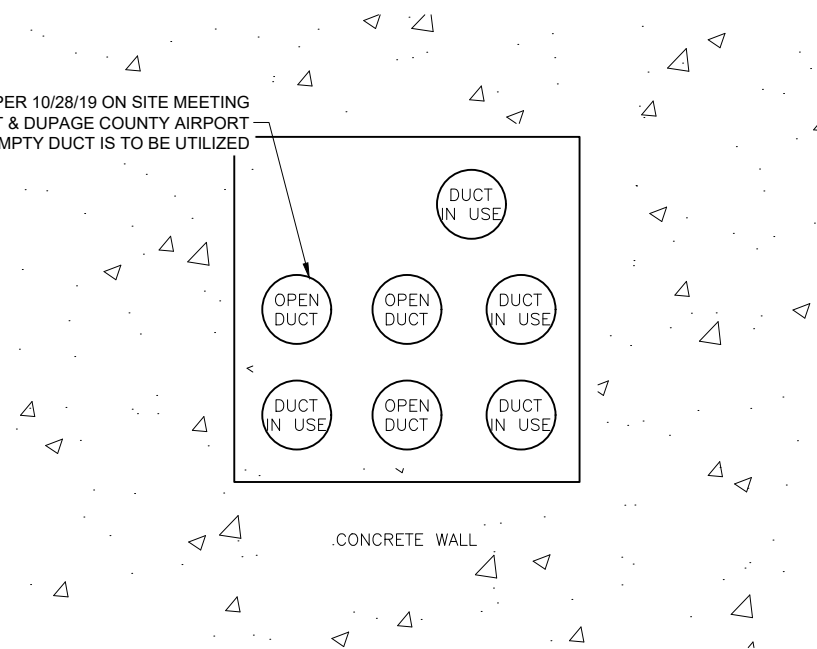
DATE	BY	DESCRIPTION
6/8/21	VJE	ADD IN EXISTING DUCT PULL
6/9/21	ERO	ADD IN EXISTING DUCT PULL
-	-	-

EXISTING AT&T VAULT DUCT BANK DETAIL

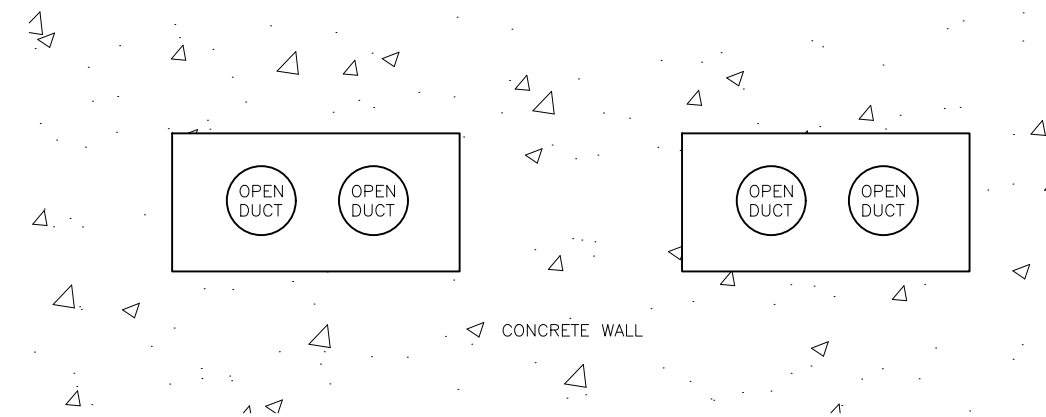
VAULT RIM ELEVATION=754.74
BOTTOM OF VAULT ELEVATION=743.79

* NOTE DUCT BANK SIZING IS APPROXIMATE & FOR REFERENCE ONLY

PER 10/28/19 ON SITE MEETING
WITH AXS POINT & DUPAGE COUNTY AIRPORT
THIS EMPTY DUCT IS TO BE UTILIZED



DUCT BANK IS LOCATED
ON THE WEST FACE AT NORTHWEST CORNER OF VAULT



LOCATED ON THE NORTH FACE OF VAULT

NOT TO SCALE

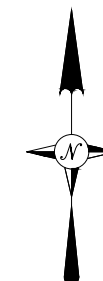


EXHIBIT A-2

**PLAT/DRAWING AND LEGAL DESCRIPTION OF LICENSED AREA OUTSIDE OF
DUCT BANK**

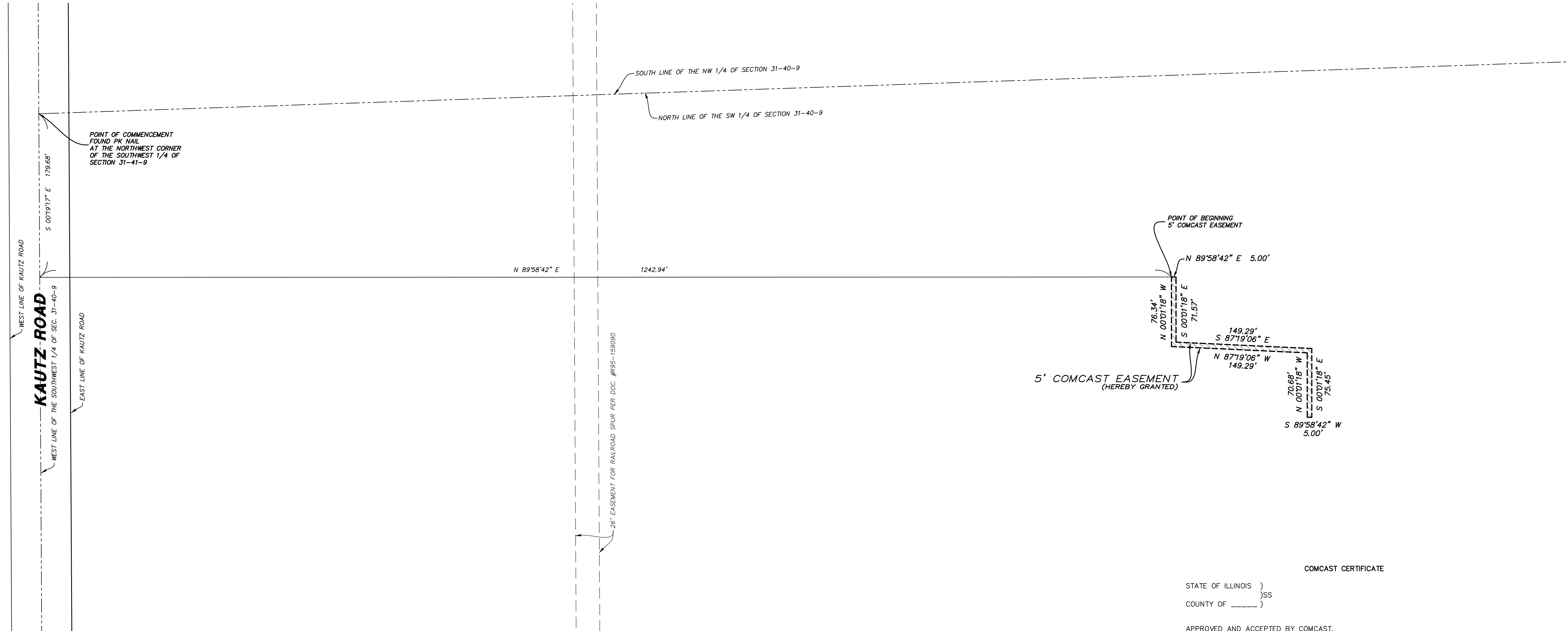
5' COMCAST LICENSED AREA DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 19 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 179.68 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST, 1242.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST, 5.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 18 SECONDS EAST, 71.57 FEET; THENCE SOUTH 87 DEGREES 19 MINUTES 06 SECONDS EAST, 149.29 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 18 SECONDS EAST, 75.45 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 42 SECONDS WEST, 5.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 18 SECONDS WEST, 70.68 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 06 SECONDS WEST, 149.29 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 18 SECONDS WEST, 76.34 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

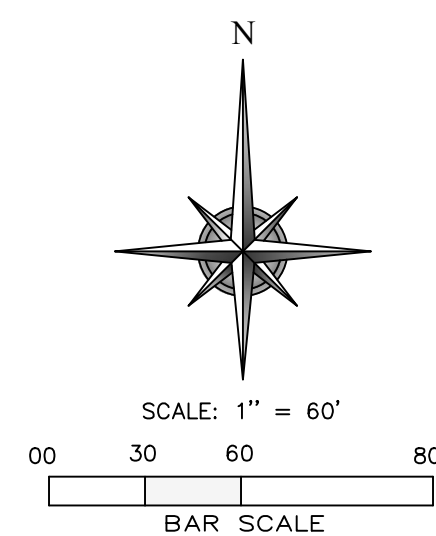
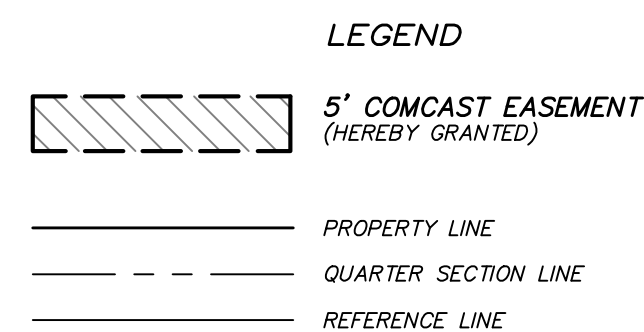
PLAT OF EASEMENT

5' COMCAST EASEMENT DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 19 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 179.68 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST, 1242.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST, 5.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 18 SECONDS EAST, 71.57 FEET; THENCE SOUTH 87 DEGREES 19 MINUTES 06 SECONDS EAST, 149.29 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 18 SECONDS EAST, 75.45 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 42 SECONDS WEST, 5.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 18 SECONDS WEST, 70.68 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 06 SECONDS WEST, 149.29 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 18 SECONDS WEST, 76.34 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



- NOTES:**
- PERMANENT INDEX NUMBER (P.I.N. #): 01-31-300-003 & 004
 - BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
 - ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.



OWNERS CERTIFICATE

STATE OF _____)
 COUNTY OF _____) SS

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE PROPERTY DESCRIBED HEREON, AND HAS CAUSED THE PROPERTY TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID CORPORATION DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE AFORESAID.

DATED THIS _____ DAY OF _____, A.D. _____

BY: _____ ATTEST: _____

TITLE: _____ TITLE: _____

NOTARY CERTIFICATE

STATE OF _____)
 COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ OF SAID CORPORATION, PERSONALLY KNOW TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS GIVEN UNDER MY HAND AND NOTARIAL SEAL.

THIS _____ DAY OF _____, A.D. _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

COMCAST CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF _____) SS

APPROVED AND ACCEPTED BY COMCAST.

THIS _____ DAY OF _____, 2018.

TITLE _____

WITNESS _____

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF COOK) SS

WE, W-T LAND SURVEYING, DO HEREBY STATE THAT THIS PLAT THEREON DRAWN WAS COMPILED FROM EXISTING SURVEYS AND INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE INDICATED HEREON.

GIVEN UNDER OUR HAND AND SEAL THIS _____ DAY OF _____, A.D. _____, AT HOFFMAN ESTATES, ILLINOIS.

THE W-T GROUP

FRANJO I. MATIJC - PLS #035-003556 EXPIRES 11/30/2022
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

3/4/21 ISSUED FOR REVIEW

WT GROUP
 Engineering with Precision, Pace and Passion.
 2875 Prairie Avenue | Hoffman Estates, IL 60132
 T: 224.293.6333 | F: 224.293.6444
 wtegroup.com
 IL License No: 184.0075700015 Expires: 04.30.2021
 © COPYRIGHT 2021 THE WT GROUP, LLC

WT Group
 Engineering • Design • Consulting

LOCATION AXS-JB357246
 DUPAGE COUNTY AIRPORT
 KAUTZ ROAD
 WEST CHICAGO, ILLINOIS

ISSUE

TO CLIENT DATE 3/4/21

CHECK: FIM

DRAWN: MWO

JOB: S2100008

EASE-1
 PLAT OF EASEMENT

EXHIBIT B – INSURANCE REQUIREMENTS

1. Commercial General Liability:

LICENSEE shall maintain commercial general liability coverage (CGL) with a limit of not less than \$5,000,000 each occurrence and a \$5,000,000 aggregate.

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

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

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

The CGL policy shall provide a waiver of subrogation in favor of DuPage Airport Authority their agents, officers, directors and employees.

Continuing CGL Coverage. LICENSEE shall maintain the CGL in these limits and terms as long as the Site Access Agreement is in place.

2. Commercial Umbrella Liability Insurance:

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

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

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

Continuing Commercial Umbrella Policy Coverage: LICENSEE shall maintain a commercial umbrella policy in these limits and terms as long as this Agreement is in place.

3. Business Auto Insurance

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

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

LICENSEE shall have the Business Auto policy endorsed to provide a waiver subrogation in favor of the DuPage Airport Authority, their agents, officers, directors and employees. LICENSEE's Commercial Umbrella Policy shall specify the Business Auto liability limits as underlying limits of coverage and provide excess limits of liability.

4. Workers Compensation Insurance

LICENSEE shall maintain workers compensation and employers liability insurance in the State of Illinois.

The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

LICENSEE's Commercial Umbrella Policy shall specify the employer liability limits as underlying limits of coverage and provide excess limits of liability.

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

5. LICENSEE Pollution Liability

LICENSEE's pollution liability coverage must be provided with minimum limits of \$1,000,000 per each claim. The retroactive date of the coverage must be prior to the date work is first commenced on the project by LICENSEE. Pollution liability coverage must be maintained with continuity throughout the one-year period following substantial completion of any work on the Licensed Area with limits and retroactive date the earlier of the date of the contract or the date work is first commenced.

6. General Requirements Applicable to All Insurance

A. Evidence of Insurance

Prior to commencement of the work, LICENSEE shall furnish DuPage Airport Authority with a certificate of insurance executed by a duly authorized representative of each insurer setting out compliance with the insurance requirements set forth. All certificates shall provide for 30 days' written notice to DuPage Airport Authority prior to cancellation of any insurance referred herein.

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

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

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

Failure to maintain the insurance required in this schedule shall constitute an event of default under this Agreement and shall allow DuPage Airport Authority to immediately terminate this Agreement at DuPage Airport Authority's option. If LICENSEE fails to maintain the insurance as set forth herein, DuPage Airport Authority shall have the right, but not the obligation, to purchase said insurance at LICENSEE's expense.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate evidencing such coverage shall be promptly provided to DuPage Airport Authority when requested.

B. General Insurance Provisions

No Representation of Coverage Adequacy – By requiring the insurance as set out in this schedule, DuPage Airport Authority does not represent that coverage and limits will necessarily be adequate to protect LICENSEE, and such coverage and limits shall not be deemed as a limitation on LICENSEE's liability under the indemnities provided to DuPage Airport Authority in this Agreement, or any other provision of the Contract Documents.

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

The insurance requirements set out in this Schedule are independent from all other obligations of LICENSEE under this Agreement, including LICENSEE's obligation to defend, indemnify and hold harmless the DuPage Airport Authority, and apply whether or not required by any other provision of this Agreement.

LICENSEE's Insurance – LICENSEE shall cause each contractor and subcontractor employed by LICENSEE to purchase and maintain insurance of the type specified in this Schedule. When requested by DuPage Airport Authority, LICENSEE shall furnish to DuPage Airport Authority copies of certificates of insurance evidencing coverage for each subcontractor.

Certificates of Insurance reasonably acceptable to the Authority shall be filed with the Authority prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Contract shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Authority. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final application for payment under the Contract documents and thereafter upon renewal or replacement of such coverage until the period for any extended coverage as required herein has expired. Information concerning

reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the LICENSEE with reasonable promptness.

LICENSEE waives all rights against the DuPage Airport Authority and any of its agents and employees for damages caused by fire or other perils to the extent covered by property insurance.

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

MEMORANDUM

TO: DuPage Airport Authority Board of Commissioners

FROM: Phillip A. Luetkehans
Brian J. Armstrong

SUBJECT: Comcast Utility Easements
AXS Points Temporary Easements

DATE: June 22, 2021

Comcast Corp. (“Comcast”) has requested Utility Easements over two DuPage Airport Authority properties: 3N028 Powis Road, and 3N020 Powis Road.

The properties are currently served by DAA’s wireless service, but reliability has not been optimal. The Utility Easement will permit Comcast to bring its cables (which will be buried underground) from the Powis Road right of way to the buildings on the properties. The form of the Utility Easements is similar to other utility easements which the Board has entered into over the past several years. The agreement include the normal lien, restoration, insurance and indemnity provisions that we require in any easement agreement granted by the DuPage Airport Authority.

Additionally, a Temporary Construction Easement is required to permit installation of the cables at the properties. AXS Points, LLC is the contractor for Comcast. Accordingly, AXS Points seeks a Temporary Construction Easement to install the equipment on each of the Properties. AXS Points proposes to complete the work within 60 days, by mid-August, including restoration. The work will conform to the plans attached to the easements. The form of the Temporary Construction Easements is similar to other temporary easements which the Board has entered into over the past several years and includes the normal lien, restoration, insurance and indemnity provisions that we require in any easement agreement granted by the DuPage Airport Authority.

Our law firm recommends that the Board of Commissioners authorize the Executive Director to execute the Utility Easement and Temporary Construction Easement.

RESOLUTION 2021-2451

Authorizing the Execution of a Temporary Construction Easement between the DuPage Airport Authority and AXS Points, LLC for the Properties Located at 3N020 and 3N028 Powis Road

WHEREAS, the DuPage Airport Authority (the “Authority”) is an Illinois Special District that owns the real properties commonly known as 3N020 and 3N028 Powis Road, West Chicago, IL (the “Properties”); and

WHEREAS, Comcast desires to provide telecommunications and internet service to the Properties and, therefore, desires to install cables and other related equipment to be able to provide telecommunications and internet services to the Properties; and

WHEREAS, Comcast, through its subcontractor AXS Points, LLC, will install the cables and equipment and therefore desires a Temporary Construction Easement over the properties to install the equipment; and

WHEREAS, the Authority deems it to be in the best interest of the Authority to grant Comcast the Temporary Construction Easement being attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, Mark Doles to execute the Temporary Construction Easement with the terms as set forth in the attached Exhibit A in the form to be agreed upon by the Executive Director and the attorney for the Authority, and to take whatever steps necessary to effectuate the terms of the Temporary Construction Easement.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2021-2451

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Agreement") is made as of this _____ day of _____, 2021, by and between the DuPage Airport Authority, an Illinois special district ("Grantor"), and AXS Points of Illinois, LLC, an Illinois limited liability company ("Grantee"), under the following circumstances, terms and conditions:

RECITALS

WHEREAS, Grantor is an Illinois Special District unit of local government exercising the powers conferred upon it by statute; and

WHEREAS, Grantee on behalf of Comcast of Illinois/Ohio/Oregon, LLC is or will be installing cables and related equipment to permit the provision of cable television, internet, and telecommunications services (the "Facilities") to the property commonly known as 3N020 Powis Road, West Chicago, Illinois, 60185 (the "Property");

WHEREAS, the Facilities will be installed on the Property depicted as "Temporary Construction Easement #1" and legally described on **Exhibit A**, attached hereto and made a part hereof (that portion of the Property where Facilities will be installed and work will be performed is referred to as the "Easement Premises"); and

WHEREAS, Grantee desires to obtain a temporary easement for the purpose of installing the Facilities within the Easement Premises, below grade; and

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

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

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

2. **Temporary Easement.** Grantor hereby grants to Grantee a non-exclusive and temporary easement on, over and across the Easement Premises as is reasonably necessary to install the Facilities within the Easement Premises.

3. **Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, on August 16, 2021.

4. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor, the Easement Premises, or the Property in favor of Grantee or its agents. Grantee shall indemnify, defend and hold harmless Grantor, the Easement Premises and the Property from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee, and, in the event that any such lien shall arise or accrue against Grantor, the Easement Premises, or the Property, Grantee shall promptly cause such lien to be released of record by payment thereof or posting a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration.** If any part of the Easement Premises or other areas of Grantor's property is disturbed by Grantee's work, use, or access, Grantee shall commence restoration not later than fourteen (14) days after the earlier of the completion of Grantee's work or the

expiration of this Agreement (weather permitting) and will reasonably continue restoration work until the Easement Premises is restored to at least as good a condition as it was before this Agreement. If Grantee fails to restore the Easement Premises or other disturbed property, the Grantor, after having given Grantee written notice requesting that it do so, may perform the restoration if Grantee fails to commence restoration within seven (7) days after receipt of such written notice, and charge Grantee the reasonable costs of said restoration.

6. **Reservation.** Grantor reserves the right to use, and to allow others the right to use, the Easement Premises. The Grantor shall not obstruct Grantee's access on and to the Easement Premises.

7. **Insurance.** Prior to entry upon the Easement Premises, and at all times during use of the Easement Premises, Grantee shall have in effect insurance in types and amounts set forth on **Exhibit B** attached hereto. Such insurance shall be primary and non-contributory and shall name Grantor as an additional insured, as indicated on Exhibit B, with waivers of subrogation.

8. **Indemnity.** To the fullest extent permitted by law, Grantee shall indemnify, defend and hold Grantor harmless from any and all claims, liens, penalties, demands, actions, proceedings, liabilities or losses of any nature whatsoever (including reasonable attorneys' fees and expenses and court costs) arising out of or relating to the acts or omissions of Grantee, or its employees, agents, representatives, contractors or assigns (collectively, the "Grantee Parties") in exercising any of Grantee's rights under this Agreement or from the use of the Easement Premises in any manner whatsoever by any of the Grantee Parties. Notwithstanding the foregoing, Grantee shall not be obligated to defend, indemnify or hold Grantor harmless from any claims, liens, penalties, demands, actions, proceedings, liabilities or losses which arise out of

or are caused by the acts or omissions of the Grantor, its contractors, agents or representatives. Grantee's obligations under this Paragraph shall be in addition to, and not in lieu of, Grantee's obligation to maintain insurance. Grantee's obligations in this paragraph shall survive the termination or expiration of this Agreement.

9. **Exceptions.** The easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey and rights of any parties which would be revealed by a physical inspection of the Easement Premises.

10. **Modification or Termination.** This Agreement may be modified or terminated only by an instrument in writing executed by all parties hereto.

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

IF TO GRANTOR:

Mr. Mark Doles
Executive Director
DuPage Airport Authority
2700 International Drive, Suite 200
West Chicago, IL 60185

with a copy to:

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

IF TO GRANTEE:

AXS Points of Illinois, LLC
1901 Industrial Drive
Libertyville, IL 60048

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

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

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

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

15. **Enforcement.** If Grantor initiates any action to enforce, interpret, or declare rights under this Agreement and is the substantially prevailing party, it shall be entitled to recover its reasonable attorneys' fees and costs of litigation (including, without limitation, filing fees, expert witness fees, deposition costs, and transcript costs).

16. **Performance Bond.** Grantee shall obtain and provide Grantor with a performance bond in an amount sufficient to secure Grantee's obligations to restore the

Easement Premises as required by this Agreement. The bond shall be from a company authorized to do business in Illinois and with an A.M. Best rating of A-VIII or higher.

17. **Tenant Consent.** The building is occupied by a tenant under a lease with Grantor for the Property (the “Lease”) and currently occupies the Property. Tenant hereby consents to this Temporary Construction Easement, and the temporary locating and storage of the equipment related to the installation of the Facilities on the Easement Premises and to Grantee’s right of access to the Easement Premises. Further, Tenant agrees that neither this Agreement nor Grantee’s accessing or using the Property and/or installing the Facilities within the Easement Premises impairs, precludes, delays or interferes with Tenant’s rights under the Lease. Tenant is not a party to this Agreement and Tenant’s acknowledgment and consent in this paragraph shall not result in any liability or responsibility by Tenant for Grantee’s obligations under this Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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: _____
Name: _____
Title: _____

GRANTEE:

AXS Points of Illinois, LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____

TENANT ACKNOWLEDGMENT:

By: _____
Name: _____
Its: _____

EXHIBIT A

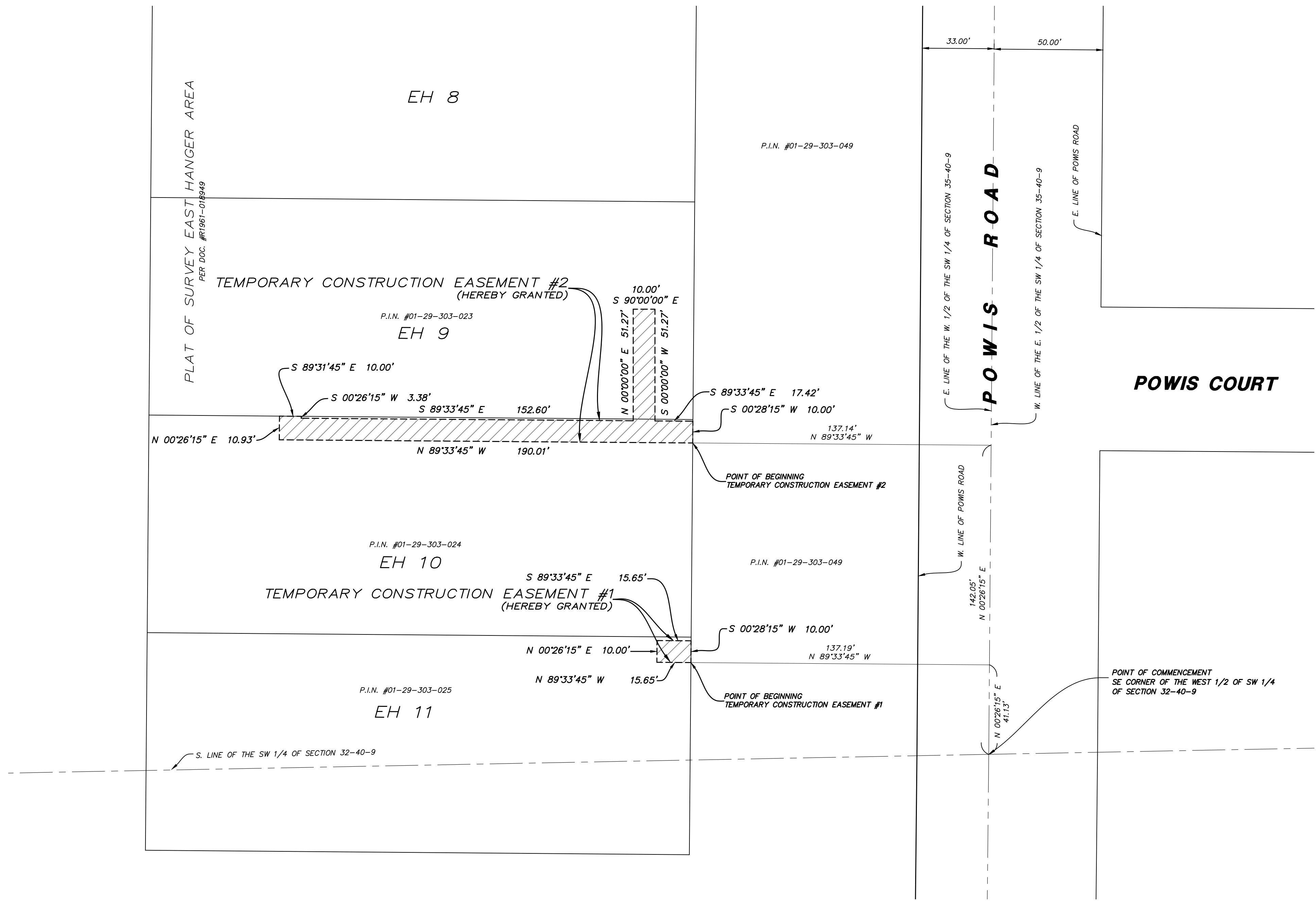
Depiction and Legal Description of Easement Premises

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF, 41.13 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 137.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 15.65 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 10.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 15.65 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, 10.00 FET THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

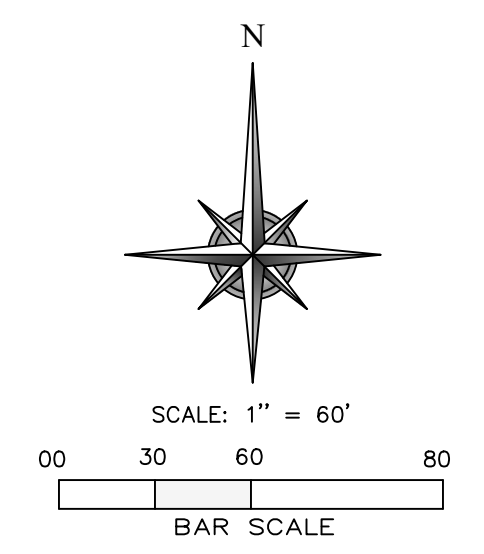
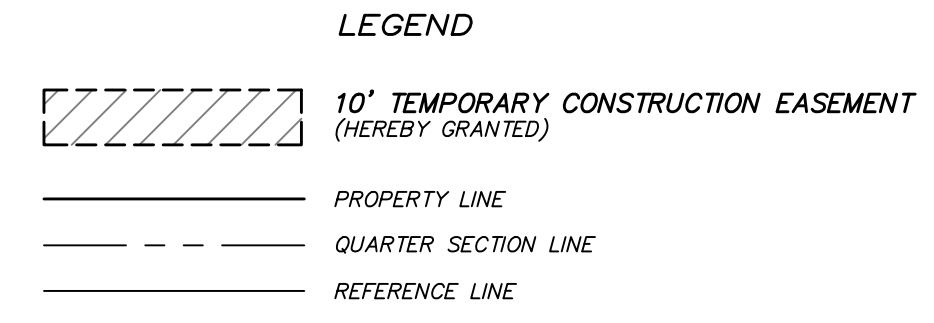
PLAT OF EASEMENT

TEMPORARY CONSTRUCTION EASEMENT #1 DESCRIPTION
 THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF, 41.13 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 137.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 15.65 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 10.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 15.65 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT #2 DESCRIPTION
 THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF, 142.05 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 137.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 190.01 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 10.93 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 45 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 15 SECONDS WEST, 3.38 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 152.60 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 51.27 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 51.27 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 17.41 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



- NOTES:**
- PERMANENT INDEX NUMBER (P.I.N. #): 01-29-303-024, 025 & 049
 - BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
 - ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.



OWNERS CERTIFICATE

STATE OF _____)
 COUNTY OF _____) SS

THIS IS TO CERTIFY THAT _____, IS THE OWNER OF THE PROPERTY DESCRIBED HEREON, AND HAS CAUSED THE PROPERTY TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUES, AND SAID CORPORATION DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE AFORESAID.

DATED THIS _____ DAY OF _____, A.D. _____

BY: _____ ATTEST: _____

TITLE: _____ TITLE: _____

NOTARY CERTIFICATE

STATE OF _____)
 COUNTY OF _____) SS

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ OF SAID CORPORATION, PERSONALLY KNOW TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS GIVEN UNDER MY HAND AND NOTARIAL SEAL.

THIS _____ DAY OF _____, A.D. _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

COMCAST CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF _____) SS

APPROVED AND ACCEPTED BY COMCAST.

THIS _____ DAY OF _____, 2018.

TITLE _____

WITNESS _____

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF COOK) SS

WE, THE LAND SURVEYING, DO HEREBY STATE THAT THIS PLAT THEREON DRAWN WAS COMPILED FROM EXISTING SURVEYS AND INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE INDICATED HEREON.

GIVEN UNDER OUR HAND AND SEAL THIS _____ DAY OF _____, A.D. _____ AT HOFFMAN ESTATES, ILLINOIS.

THE W-T GROUP

FRANJO I. MATIJC - PLS #035-003556 EXPIRES 11/30/2022
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

3/4/21 ISSUED FOR REVIEW
 4/15/21 ADDED ADDITIONAL EASEMENT SEGMENT & RE-ISSUED
 5/12/21 REVISED EASEMENT & RE-ISSUED

WT GROUP
 Engineering with Precision, Pace and Passion.
 2875 Palom Avenue Hoffman Estates, IL 60192
 T: 224.299.6333 F: 224.299.6444
 wtengineering.com
 IL License No. 184.007570-0015 Expires: 04/30/2021
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WT Group
 Engineering • Design • Consulting

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

LOCATION AXS-469879 + AXS-JB 229861
 DUPAGE COUNTY AIRPORT
 POWIS ROAD
 WEST CHICAGO, ILLINOIS

ISSUE

TO	DATE
CLIENT	3/4/21
CLIENT	4/15/21
CLIENT	5/12/21

CHECK: FIM
 DRAWN: MWO
 JOB: S2100008

EASE-2
 PLAT OF EASEMENT

EXHIBIT B

Insurance Requirements

1. Commercial General Liability:

Grantee shall maintain commercial general liability coverage (CGL) with a limit of not less than \$5,000,000 each occurrence and a \$5,000,000 aggregate.

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

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

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

The CGL policy shall provide a waiver of subrogation in favor of DuPage Airport Authority their agents, officers, directors and employees.

Continuing CGL Coverage. Grantee shall maintain the CGL in these limits and terms as long as the Site Access Agreement is in place.

2. Commercial Umbrella Liability Insurance:

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

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

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

Continuing Commercial Umbrella Policy Coverage: Grantee shall maintain a commercial umbrella policy in these limits and terms as long as this Agreement is in place.

3. Business Auto Insurance

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

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

Grantee shall have the Business Auto policy endorsed to provide a waiver subrogation in favor of the DuPage Airport Authority, their agents, officers, directors and employees.

Grantee's Commercial Umbrella Policy shall specify the Business Auto liability limits as underlying limits of coverage and provide excess limits of liability.

4. Workers Compensation Insurance

Grantee shall maintain workers compensation and employers liability insurance in the State of Illinois.

The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Grantee's Commercial Umbrella Policy shall specify the employer liability limits as underlying limits of coverage and provide excess limits of liability.

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

5. Grantee Pollution Liability

Grantee's pollution liability coverage must be provided with minimum limits of \$1,000,000 per each claim. The retroactive date of the coverage must be prior to the date work is first commenced on the project by Grantee. Pollution liability coverage must be maintained with continuity throughout the one-year period following substantial completion of any work on the Easement Premises with limits and retroactive date the earlier of the date of the contract or the date work is first commenced.

6. General Requirements Applicable to All Insurance

A. Evidence of Insurance

Prior to commencement of the work, Grantee shall furnish DuPage Airport Authority with a certificate of insurance executed by a duly authorized representative of each insurer setting out compliance with the insurance requirements set forth. All certificates shall provide for

30 days' written notice to DuPage Airport Authority prior to cancellation of any insurance referred herein.

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

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

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

Failure to maintain the insurance required in this schedule shall constitute an event of default under this Agreement and shall allow DuPage Airport Authority to immediately terminate this Agreement at DuPage Airport Authority's option. If Grantee fails to maintain the insurance as set forth herein, DuPage Airport Authority shall have the right, but not the obligation, to purchase said insurance at Grantee's expense.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate evidencing such coverage shall be promptly provided to DuPage Airport Authority when requested.

B. General Insurance Provisions

No Representation of Coverage Adequacy – By requiring the insurance as set out in this schedule, DuPage Airport Authority does not represent that coverage and limits will necessarily be adequate to protect Grantee, and such coverage and limits shall not be deemed as a limitation on Grantee's liability under the indemnities provided to DuPage Airport Authority in this Agreement, or any other provision of the Contract Documents.

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

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

Grantees Insurance – Grantee shall cause each contractor and subcontractor employed by Grantee to purchase and maintain insurance of the type specified in this Schedule. When requested by DuPage Airport Authority, Grantee shall furnish to DuPage Airport Authority

copies of certificates of insurance evidencing coverage for each subcontractor.

Certificates of Insurance reasonably acceptable to the Authority shall be filed with the Authority prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Contract shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Authority. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final application for payment under the Contract documents and thereafter upon renewal or replacement of such coverage until the period for any extended coverage as required herein has expired. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Grantee with reasonable promptness.

Grantee waives all rights against the DuPage Airport Authority and any of its agents and employees for damages caused by fire or other perils to the extent covered by property insurance.

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

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Agreement") is made as of this _____ day of _____, 2021, by and between the DuPage Airport Authority, an Illinois special district ("Grantor"), and AXS Points of Illinois, LLC, an Illinois limited liability company ("Grantee"), under the following circumstances, terms and conditions:

RECITALS

WHEREAS, Grantor is an Illinois Special District unit of local government exercising the powers conferred upon it by statute; and

WHEREAS, Grantee on behalf of Comcast of Illinois/Ohio/Oregon, LLC is or will be installing cables and related equipment to permit the provision of cable television, internet, and telecommunications services (the "Facilities") to the property commonly known as 3N028 Powis Road, West Chicago, Illinois, 60185 (the "Property");

WHEREAS, the Facilities will be installed on the Property depicted as "Temporary Construction Easement #2" and legally described on Exhibit A, attached hereto and made a part hereof (that portion of the Property where Facilities will be installed and work will be performed is referred to as the "Easement Premises"); and

WHEREAS, Grantee desires to obtain a temporary easement for the purpose of installing the Facilities within the Easement Premises, below grade; and

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

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

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

2. **Temporary Easement.** Grantor hereby grants to Grantee a non-exclusive and temporary easement on, over and across the Easement Premises as is reasonably necessary to install the Facilities within the Easement Premises.

3. **Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, on August 16, 2021.

4. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor, the Easement Premises, or the Property in favor of Grantee or its agents. Grantee shall indemnify, defend and hold harmless Grantor, the Easement Premises and the Property from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee, and, in the event that any such lien shall arise or accrue against Grantor, the Easement Premises, or the Property, Grantee shall promptly cause such lien to be released of record by payment thereof or posting a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration.** If any part of the Easement Premises or other areas of Grantor's property is disturbed by Grantee's work, use, or access, Grantee shall commence restoration not later than fourteen (14) days after the earlier of the completion of Grantee's work or the

expiration of this Agreement (weather permitting) and will reasonably continue restoration work until the Easement Premises is restored to at least as good a condition as it was before this Agreement. If Grantee fails to restore the Easement Premises or other disturbed property, the Grantor, after having given Grantee written notice requesting that it do so, may perform the restoration if Grantee fails to commence restoration within seven (7) days after receipt of such written notice, and charge Grantee the reasonable costs of said restoration.

6. **Reservation.** Grantor reserves the right to use, and to allow others the right to use, the Easement Premises. The Grantor shall not obstruct Grantee's access on and to the Easement Premises.

7. **Insurance.** Prior to entry upon the Easement Premises, and at all times during use of the Easement Premises, Grantee shall have in effect insurance in types and amounts set forth on **Exhibit B** attached hereto. Such insurance shall be primary and non-contributory and shall name Grantor as an additional insured, as indicated on Exhibit B, with waivers of subrogation.

8. **Indemnity.** To the fullest extent permitted by law, Grantee shall indemnify, defend and hold Grantor harmless from any and all claims, liens, penalties, demands, actions, proceedings, liabilities or losses of any nature whatsoever (including reasonable attorneys' fees and expenses and court costs) arising out of or relating to the acts or omissions of Grantee, or its employees, agents, representatives, contractors or assigns (collectively, the "Grantee Parties") in exercising any of Grantee's rights under this Agreement or from the use of the Easement Premises in any manner whatsoever by any of the Grantee Parties. Notwithstanding the foregoing, Grantee shall not be obligated to defend, indemnify or hold Grantor harmless from any claims, liens, penalties, demands, actions, proceedings, liabilities or losses which arise out of

or are caused by the acts or omissions of the Grantor, its contractors, agents or representatives. Grantee's obligations under this Paragraph shall be in addition to, and not in lieu of, Grantee's obligation to maintain insurance. Grantee's obligations in this paragraph shall survive the termination or expiration of this Agreement.

9. **Exceptions.** The easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey and rights of any parties which would be revealed by a physical inspection of the Easement Premises.

10. **Modification or Termination.** This Agreement may be modified or terminated only by an instrument in writing executed by all parties hereto.

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

IF TO GRANTOR:

Mr. Mark Doles
Executive Director
DuPage Airport Authority
2700 International Drive, Suite 200
West Chicago, IL 60185

with a copy to:

Phillip A. Luetkehans, Esq.
Law Offices of
Schirott, Luetkehans & Garner, LLC
105 East Irving Park Road
Itasca, IL 60143
pal@lgbalaw.com

IF TO GRANTEE:

AXS Points of Illinois, LLC
1901 Industrial Drive
Libertyville, IL 60048

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

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

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

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

15. **Enforcement.** If Grantor initiates any action to enforce, interpret, or declare rights under this Agreement and is the substantially prevailing party, it shall be entitled to recover its reasonable attorneys' fees and costs of litigation (including, without limitation, filing fees, expert witness fees, deposition costs, and transcript costs).

16. **Performance Bond.** Grantee shall obtain and provide Grantor with a performance bond in an amount sufficient to secure Grantee's obligations to restore the

Easement Premises as required by this Agreement. The bond shall be from a company authorized to do business in Illinois and with an A.M. Best rating of A-VIII or higher.

17. **Tenant Consent.** The building is occupied by a tenant under a lease with Grantor for the Property (the “Lease”) and currently occupies the Property. Tenant hereby consents to this Temporary Construction Easement, and the temporary locating and storage of the equipment related to the installation of the Facilities on the Easement Premises and to Grantee’s right of access to the Easement Premises. Further, Tenant agrees that neither this Agreement nor Grantee’s accessing or using the Property and/or installing the Facilities within the Easement Premises impairs, precludes, delays or interferes with Tenant’s rights under the Lease. Tenant is not a party to this Agreement and Tenant’s acknowledgment and consent in this paragraph shall not result in any liability or responsibility by Tenant for Grantee’s obligations under this Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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: _____
Name: _____
Title: _____

GRANTEE:

AXS Points of Illinois, LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____

TENANT ACKNOWLEDGMENT:

By: _____
Name: _____
Its: _____

EXHIBIT A

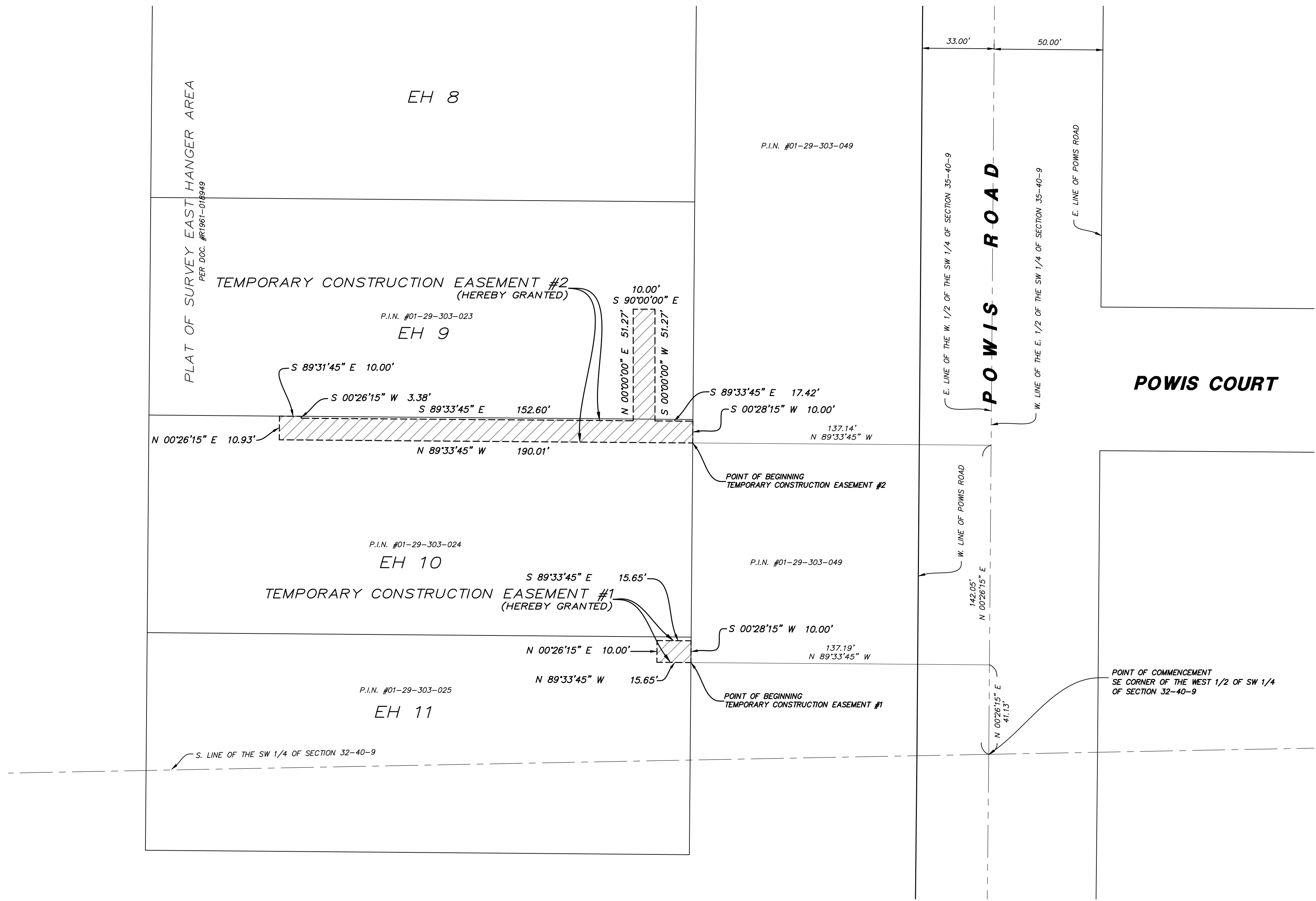
Depiction and Legal Description of Easement Premises

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF, 142.05 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 137.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 190.01 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 10.93 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 45 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 15 SECONDS WEST, 3.38 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 152.60 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 51.27 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 51.27 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 17.41 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

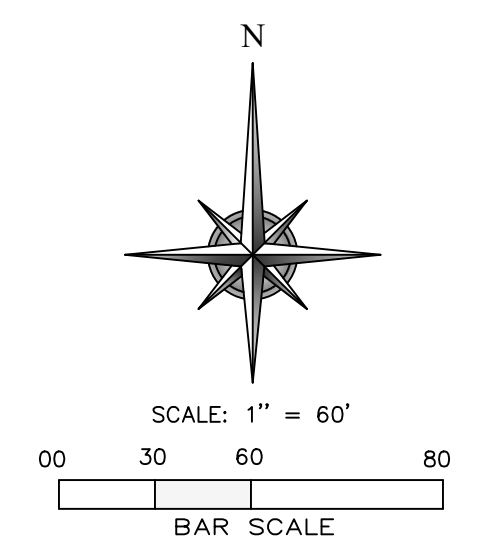
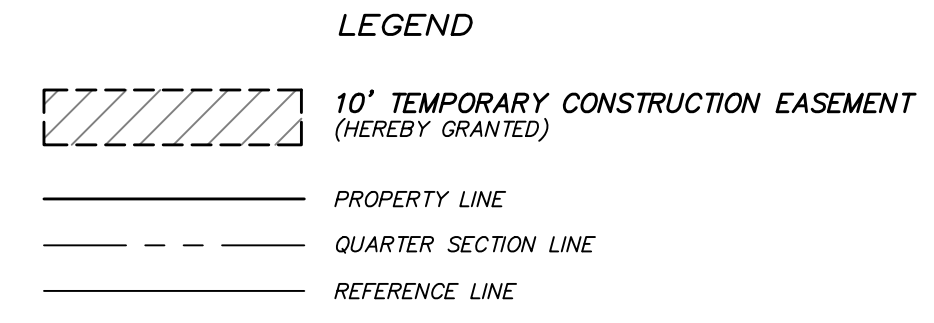
PLAT OF EASEMENT

TEMPORARY CONSTRUCTION EASEMENT #1 DESCRIPTION
 THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF, 41.13 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 137.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 15.65 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 10.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 15.65 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT #2 DESCRIPTION
 THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF, 142.05 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 137.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 190.01 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 10.93 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 45 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 15 SECONDS WEST, 3.38 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 152.60 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 51.27 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 51.27 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 17.41 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



- NOTES:**
- PERMANENT INDEX NUMBER (P.I.N. #): 01-29-303-024, 025 & 049
 - BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
 - ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.



OWNERS CERTIFICATE

STATE OF _____)
 COUNTY OF _____) SS

THIS IS TO CERTIFY THAT _____, IS THE OWNER OF THE PROPERTY DESCRIBED HEREON, AND HAS CAUSED THE PROPERTY TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUES, AND SAID CORPORATION DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE AFORESAID.

DATED THIS _____ DAY OF _____, A.D. _____

BY: _____ ATTEST: _____

TITLE: _____ TITLE: _____

NOTARY CERTIFICATE

STATE OF _____)
 COUNTY OF _____) SS

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ OF SAID CORPORATION, PERSONALLY KNOW TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS GIVEN UNDER MY HAND AND NOTARIAL SEAL.

THIS _____ DAY OF _____, A.D. _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

COMCAST CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF _____) SS

APPROVED AND ACCEPTED BY COMCAST.

THIS _____ DAY OF _____, 2018.

TITLE _____

WITNESS _____

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF COOK) SS

WE, THE LAND SURVEYING, DO HEREBY STATE THAT THIS PLAT THEREON DRAWN WAS COMPILED FROM EXISTING SURVEYS AND INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE INDICATED HEREON.

GIVEN UNDER OUR HAND AND SEAL THIS _____ DAY OF _____, A.D. _____ AT HOFFMAN ESTATES, ILLINOIS.

THE W-T GROUP

FRANJO I. MATIJC - PLS #035-003556 EXPIRES 11/30/2022
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

3/4/21 ISSUED FOR REVIEW
 4/15/21 ADDED ADDITIONAL EASEMENT SEGMENT & RE-ISSUED
 5/12/21 REVISED EASEMENT & RE-ISSUED

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

WT GROUP
 Engineering with Precision, Pace and Passion.
 2875 Palom Avenue Hoffman Estates, IL 60192
 T: 224.299.6333 F: 224.299.6444
 wtengineering.com
 IL License No. 184.007570-0015 Expires: 04/30/2021
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WT Group
 Engineering • Design • Consulting

LOCATION AXS-469879 + AXS-JB 229861
 DUPAGE COUNTY AIRPORT
 POWIS ROAD
 WEST CHICAGO, ILLINOIS

TO	DATE
CLIENT	3/4/21
CLIENT	4/15/21
CLIENT	5/12/21

CHECK: FIM
 DRAWN: MWO
 JOB: S2100008

EASE-2
 PLAT OF EASEMENT

112

EXHIBIT B

Insurance Requirements

1. Commercial General Liability:

Grantee shall maintain commercial general liability coverage (CGL) with a limit of not less than \$5,000,000 each occurrence and a \$5,000,000 aggregate.

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

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

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

The CGL policy shall provide a waiver of subrogation in favor of DuPage Airport Authority their agents, officers, directors and employees.

Continuing CGL Coverage. Grantee shall maintain the CGL in these limits and terms as long as the Site Access Agreement is in place.

2. Commercial Umbrella Liability Insurance:

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

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

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

Continuing Commercial Umbrella Policy Coverage: Grantee shall maintain a commercial umbrella policy in these limits and terms as long as this Agreement is in place.

3. Business Auto Insurance

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

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

Grantee shall have the Business Auto policy endorsed to provide a waiver subrogation in favor of the DuPage Airport Authority, their agents, officers, directors and employees.

Grantee's Commercial Umbrella Policy shall specify the Business Auto liability limits as underlying limits of coverage and provide excess limits of liability.

4. Workers Compensation Insurance

Grantee shall maintain workers compensation and employers liability insurance in the State of Illinois.

The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Grantee's Commercial Umbrella Policy shall specify the employer liability limits as underlying limits of coverage and provide excess limits of liability.

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

5. Grantee Pollution Liability

Grantee's pollution liability coverage must be provided with minimum limits of \$1,000,000 per each claim. The retroactive date of the coverage must be prior to the date work is first commenced on the project by Grantee. Pollution liability coverage must be maintained with continuity throughout the one-year period following substantial completion of any work on the Easement Premises with limits and retroactive date the earlier of the date of the contract or the date work is first commenced.

6. General Requirements Applicable to All Insurance

A. Evidence of Insurance

Prior to commencement of the work, Grantee shall furnish DuPage Airport Authority with a certificate of insurance executed by a duly authorized representative of each insurer setting out compliance with the insurance requirements set forth. All certificates shall provide for

30 days' written notice to DuPage Airport Authority prior to cancellation of any insurance referred herein.

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

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

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

Failure to maintain the insurance required in this schedule shall constitute an event of default under this Agreement and shall allow DuPage Airport Authority to immediately terminate this Agreement at DuPage Airport Authority’s option. If Grantee fails to maintain the insurance as set forth herein, DuPage Airport Authority shall have the right, but not the obligation, to purchase said insurance at Grantee’s expense.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate evidencing such coverage shall be promptly provided to DuPage Airport Authority when requested.

B. General Insurance Provisions

No Representation of Coverage Adequacy – By requiring the insurance as set out in this schedule, DuPage Airport Authority does not represent that coverage and limits will necessarily be adequate to protect Grantee, and such coverage and limits shall not be deemed as a limitation on Grantee’s liability under the indemnities provided to DuPage Airport Authority in this Agreement, or any other provision of the Contract Documents.

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

The insurance requirements set out in this Schedule are independent from all other obligations of Grantee under this Agreement, including Grantee’s obligation to defend, indemnify and hold harmless the DuPage Airport Authority, and apply whether or not required by any other provision of this Agreement.

Grantees Insurance – Grantee shall cause each contractor and subcontractor employed by Grantee to purchase and maintain insurance of the type specified in this Schedule. When requested by DuPage Airport Authority, Grantee shall furnish to DuPage Airport Authority

copies of certificates of insurance evidencing coverage for each subcontractor.

Certificates of Insurance reasonably acceptable to the Authority shall be filed with the Authority prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Contract shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Authority. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final application for payment under the Contract documents and thereafter upon renewal or replacement of such coverage until the period for any extended coverage as required herein has expired. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Grantee with reasonable promptness.

Grantee waives all rights against the DuPage Airport Authority and any of its agents and employees for damages caused by fire or other perils to the extent covered by property insurance.

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

RESOLUTION 2021-2452

Authorizing the Execution of a Utility Easement between the DuPage Airport Authority and Comcast for the Properties Located at 3N020 and 3N028 Powis Road

WHEREAS, the DuPage Airport Authority (the “Authority”) is an Illinois Special District that owns the real properties commonly known as 3N020 and 3N028 Powis Road, West Chicago, IL (the “Properties”); and

WHEREAS, Comcast desires to provide telecommunications and internet service to the Properties and, therefore, desires to install cables and other related equipment to be able to provide telecommunications and internet services to the Properties; and

WHEREAS, Comcast desires a permanent Utility Easement over the Properties to install and maintain the equipment; and

WHEREAS, the Authority deems it to be in the best interest of the Authority to grant Comcast the Utility Easement being attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, Mark Doles to execute the Utility Easement with the terms as set forth in the attached Exhibit A in the form to be agreed upon by the Executive Director and the attorney for the Authority, and to take whatever steps necessary to effectuate the terms of the Utility Easement.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

UTILITY EASEMENT

THIS UTILITY EASEMENT (“Agreement”) is made as of this ____ day of _____, 2021 by and between the DuPAGE AIRPORT AUTHORITY, an Illinois Special District (“GRANTOR”) and COMCAST OF ILLINOIS/OHIO/OREGON, LLC, a Delaware limited liability company (“GRANTEE”) (collectively the “Parties” or individually a following circumstances:

FOR RECORDER'S USE ONLY

RECITALS

WHEREAS, GRANTEE desires to obtain an easement to construct, operate, repair maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, cable, conduits, transformers and other facilities used in connection with underground transmission and distribution of cable television, internet and telecommunications services (collectively the “Facilities”), together with a right of access to the Facilities as may be required incident to the grant herein given on and under property owned by GRANTOR on the terms and conditions expressly set forth herein; and

WHEREAS, the GRANTOR now finds it necessary and convenient to grant said easement to GRANTEE, and GRANTEE finds it convenient to accept such grant of said easement from the GRANTOR;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual agreements and covenants herein contained and other good and valuable consideration paid by GRANTEE to GRANTOR, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

2. **Facilities Easement.** GRANTOR creates, declares, establishes and grants unto GRANTEE, its agents, successors, employees and any contractors GRANTEE may employ, a perpetual, non-exclusive easement for ingress and egress to, from, over, upon, under and across a 15.65 foot long by five foot (5 ft.) wide portion of the property owned by Grantor and legally described in Exhibit "A" attached hereto and depicted as "5' Comcast Easement #1" on the Plat of Easement attached hereto as Exhibit "B" and made a part hereof (the "Easement Area") to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, the Facilities and other facilities used in connection with the Facilities.

3. **Standard of Maintenance.** In connection with any entry by GRANTEE, its agents, successors, employees or any contractors GRANTEE may employ, onto the Easement Area which will involve penetrating or moving the security fence surrounding the GRANTOR'S property, it shall inform GRANTOR of its intention to perform any maintenance, repair, restoration, removal or replacement work and obtain GRANTOR'S permission for said work no less than three (3) full business days prior to the intended time of commencement of such work, except in emergency circumstances where GRANTEE shall notify GRANTOR of its entry as soon as practicable. Entry by GRANTEE onto the Easement Area which does not involve penetration of GRANTOR'S fence line shall not require advance notice to or permission from GRANTOR. GRANTEE, or its agents, employees, licensees, contractors, assignees, or invitees

shall exercise reasonable care when performing and completing such maintenance, repair, restoration, removal or replacement so as to avoid damaging existing landscaping, utilities, improvements, structures, and infrastructure on GRANTOR's property and shall conduct such entry so as not to unreasonably interfere with the ordinary and reasonable use thereof. In the event there is damage, including but not limited to damage to existing grass, mulched materials and infrastructure, to GRANTOR's property due to the performance of such maintenance, repair, restoration or replacement work by GRANTEE, its agents, successors, employees or any contractors GRANTEE may employ, GRANTEE shall immediately inform GRANTOR of such damage and within a reasonable timeframe thereafter complete the repair, maintenance, replacement, removal or restoration of any damaged property to that condition which existed prior to said damage by GRANTEE, its agents, employees, licensees, contractors, assignees, or invitees. If GRANTEE fails to diligently repair or restore such damage or complete the same as specified herein, GRANTOR may perform the repair or restoration and deliver notice of its costs of such to GRANTEE; and GRANTEE shall pay the same to GRANTOR within thirty (30) days of GRANTOR's delivery of such notice to GRANTEE.

4. Indemnity. To the fullest extent permitted by law, GRANTEE, on behalf of itself, its agents, successors, assigns, employees or any contractors GRANTEE may employ, agrees to indemnify, defend and hold GRANTOR and its lessees, tenants, officers, directors, board members, employees and agents harmless for any and all loss of life, injury to persons or damage to real or personal property that may be sustained by the other or others, directly or indirectly, arising out of the acts or omissions of GRANTEE, its agents, successors, employees, assigns, designees or any contractors GRANTEE may employ, related to or arising from the rights, duties, or obligations under this Agreement. Notwithstanding the foregoing, Grantee shall not be obligated to defend, indemnify or hold Grantor harmless from any claims, liens, penalties,

demands, actions, proceedings, liabilities or losses which arise out of or are caused by the acts or omissions of the Grantor, its contractors, agents or representatives. GRANTEE's obligations under this Paragraph shall be in addition to, and not in lieu of, GRANTEE's obligation to maintain insurance. GRANTEE's obligations under this Paragraph shall survive the termination or expiration of this Agreement.

5. **Insurance.** GRANTEE shall comply with the terms of Exhibit "C" attached hereto during the term of this Agreement.

6. **Liens.** GRANTEE shall not permit any mechanic's lien to be imposed upon or against GRANTOR's property for any labor or materials in connection with work of any character performed on GRANTOR's property at the direction of GRANTEE. In the event of any such lien attaching to GRANTOR's property as a result of GRANTEE's work thereon, GRANTEE shall immediately have such lien either released, or if contested by GRANTEE, bonded over in the amount of one hundred percent (100%) of the claim and defend GRANTOR's interests against such lien pursuant to the provisions of Paragraph 4 above.

7. **Reservation.** GRANTOR reserves the right to use, and to allow others the right to use, the Easement Area in any manner that will not adversely affect or materially interfere with the exercise by GRANTEE of the rights herein granted. Further, GRANTOR retains the right to plant vegetation, or to construct roads, parking lots or driveways as may be necessary over portions of the Facilities Easement Area. GRANTOR shall erect no buildings on the Easement Area, unless the Facilities are relocated pursuant to the terms of Paragraph 8 hereof.

8. **Relocation.** GRANTOR reserves the right, at GRANTOR's sole cost and expense, to relocate from time to time the Easement Area and all of the GRANTEE's improvements and Facilities located therein when such relocation is reasonably necessary to

facilitate the construction of other improvements upon GRANTOR's property but not interfere with GRANTOR use. If GRANTOR exercises its relocation rights reserved in this Paragraph 8:

- (a) GRANTOR shall provide GRANTEE prior written notice of GRANTOR's intention to relocate the Easement Area and GRANTEE's improvements located therein;
- (b) Within a reasonable time after receipt by GRANTEE of such notice, GRANTOR and GRANTEE shall use their best efforts to identify the best possible site for the new easement;
- (c) Upon identification of the new easement area, GRANTOR and GRANTEE shall execute, acknowledge and record an amendment to this Agreement to reflect the relocation of the Easement Area and the termination of this Agreement as to that portion of the Easement Area relocated pursuant to this provision;
- (d) Within a reasonable time after the new easement has been identified, GRANTOR shall inform GRANTEE of the probable commencement and completion dates of the relocation work;
- (e) GRANTOR shall improve the new easement in the same manner as the original Easement Area, all at GRANTOR's cost and expenses; and
- (f) Upon completion of all relocation work, GRANTOR and GRANTEE shall execute, acknowledge and record a partial release of this Agreement as to that portion of the Easement Area relocated pursuant to this provision.

9. Successors. The term "Grantor's Successors" shall mean and include each of GRANTOR's successors in title to the Easement Area or any part thereof or interest therein. The

easements, rights and privileges herein granted to GRANTEE and reserved to GRANTOR, and all of the covenants and agreements of the parties herein:

- (a) are hereby declared to be, and shall be, easements, rights, covenants and agreements running with the land;
- (b) shall be binding upon, inure to the benefit of, and be enforceable in actions at law or in equity against, GRANTEE; and
- (c) shall be binding upon, inure to the benefit of, and be enforceable in actions at law or in equity by, GRANTOR and each of Grantor's Successors, but only during and/or with respect to such periods of time as GRANTOR, or each such Grantor's Successor, shall respectively own an interest in the Facilities Easement Area, or any part thereof.

10. Governing Law; Venue; Remedies and Attorneys' Fees. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without reference to the choice of law provisions thereof. The parties agree that the only proper venue for any litigation under or regarding this Agreement shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and the parties hereby consent to the personal jurisdiction of said court. In the event GRANTEE or its successors breaches any of the covenants contained herein, GRANTOR or its successors may enforce the terms of this Agreement by appropriate action for damages and/or injunction. If GRANTOR is the substantially prevailing party in any action to enforce, interpret, or declare rights under this Agreement, it shall be entitled to recover its reasonable attorneys' fees and costs of litigation from GRANTEE (including, without limitation, filing fees, expert witness fees, deposition costs, transcript costs).

such a proceeding, it shall recover, as part of its costs, all reasonable attorneys' fees and costs incurred therein from the GRANTEE.

11. Notices. Any and all notices or communications made in connection with this Agreement required to be delivered hereunder shall be deemed properly delivered when and if personally delivered, sent via reputable overnight courier, faxed, or mailed by registered mail or certified mail, return receipt requested, postage prepaid, to the Parties or their attorneys, as set forth below:

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.
Luetkehans, Brady, Garner & Armstrong,
LLC
105 East Irving Park Road
Itasca, IL 60143
pal@lbgalaw.com

If to GRANTEE:

Comcast Cable
1500 McConnor Pkwy
Schaumburg, IL 60173

With a copy to:

Butch Buan
1500 McConnor Pkwy
Schaumburg, IL 60173

12. Holidays and Weekends. Wherever under the terms of this Agreement the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

13. **Controversies.** This Agreement, and all questions of interpretation, construction and enforcement hereof and all controversies hereunder shall be governed by the applicable statutory or common law provisions of the State of Illinois.

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

15. **Captions and Titles.** The titles of the sections of this Agreement and the captions at the beginning of the several paragraphs, respectively, are for convenience in locating the context, but are not to be used with the interpretation of the terms of this Agreement.

16. **Entirety.** This Agreement, its attachments and those agreements referenced herein embody the entire understanding between the Parties with respect to this Agreement.

17. **Amendments.** No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, shall be valid unless made in writing and fully signed by the Parties with a finalized copy of the amendment distributed between the Parties.

18. **Legal Authority.** Each Party represents that it has the legal power, right and authority to enter into this Agreement, consummate the transaction contemplated hereby and to execute and deliver all documents and instruments to be delivered hereunder. The Parties further warrant and represent that the execution and delivery of this Agreement is not prohibited by and will not conflict with any order, rule or regulation of any court or other governmental agency or official.

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:

COMCAST OF ILLINOIS/OHIO/OREGON,
LLC, an Illinois limited liability company

By: _____

Its: _____

**This instrument prepared by
and after recording return to:**

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
105 East Irving Park Road
Itasca, IL 60143
630-760-4601

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that Mark Doles as Executive Director of the DUPAGE AIRPORT AUTHORITY, an Illinois Special District, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Director, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said airport authority.

GIVEN under my hand and notarial seal as of this _____ day of _____, 2021.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO
HEREBY CERTIFY that _____, as
_____ of COMCAST OF ILLINOIS/OHIO/OREGON, LLC, a Delaware
limited liability company, personally known to me to be the same person whose name is
subscribed to the foregoing instrument as such _____, appeared before me this day in
person and acknowledged that he/she signed and delivered said instrument as his/her own free
and voluntary act and as the free and voluntary act of said Corporation.

GIVEN under my hand and notarial seal as of this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF, 43.63 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 137.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 15.65 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 5.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 15.65 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B – EASEMENT PLAT

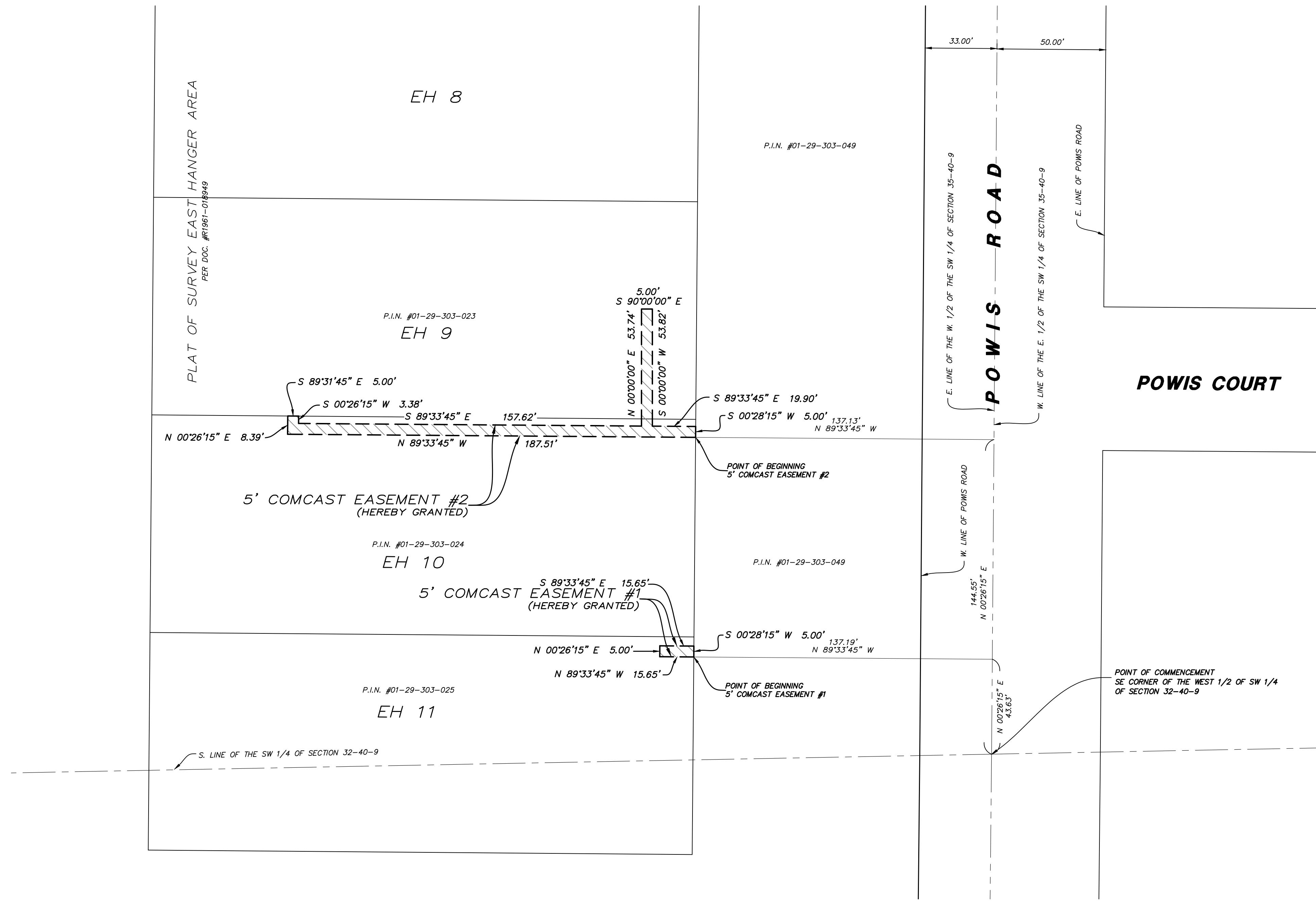
PLAT OF EASEMENT

COMCAST EASEMENT #1 DESCRIPTION

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF, 43.63 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 137.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 15.65 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 5.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 15.65 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

COMCAST EASEMENT #2 DESCRIPTION

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF, 144.55 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 137.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 187.51 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 8.39 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 45 SECONDS EAST, 5.00 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 15 SECONDS WEST, 3.38 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 157.62 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 53.74 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 5.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 53.82 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 19.90 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

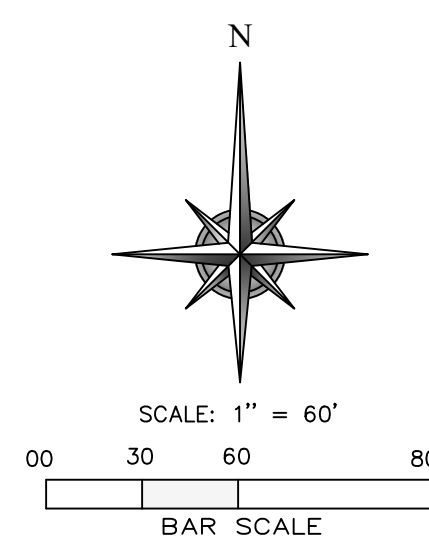


NOTES:

- PERMANENT INDEX NUMBER (P.I.N. #): 01-29-303-024, 025 & 049
- BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
- ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

LEGEND

- 5' COMCAST EASEMENT (HEREBY GRANTED)
- PROPERTY LINE
- QUARTER SECTION LINE
- REFERENCE LINE



OWNERS CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS

THIS IS TO CERTIFY THAT _____, IS THE OWNER OF THE PROPERTY DESCRIBED HEREON, AND HAS CAUSED THE PROPERTY TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID CORPORATION DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE AFORESAID.

DATED THIS _____ DAY OF _____, A.D. _____

BY: _____ ATTEST: _____

TITLE: _____ TITLE: _____

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ OF SAID CORPORATION, PERSONALLY KNOW TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS GIVEN UNDER MY HAND AND NOTARIAL SEAL.

THIS _____ DAY OF _____, A.D. _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

COMCAST CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS

APPROVED AND ACCEPTED BY COMCAST.

THIS _____ DAY OF _____, 2018.

TITLE _____

WITNESS _____

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

WE, W-T LAND SURVEYING, DO HEREBY STATE THAT THIS PLAT THEREON DRAWN WAS COMPILED FROM EXISTING SURVEYS AND INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE INDICATED HEREON.

GIVEN UNDER OUR HAND AND SEAL THIS _____ DAY OF _____, A.D. _____, AT HOFFMAN ESTATES, ILLINOIS.

THE W-T GROUP

FRANJO I. MATIJCIC - PLS #035-003556 EXPIRES 11/30/2022
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

3/4/21 ISSUED FOR REVIEW
4/15/21 ADDED ADDITIONAL EASEMENT SEGMENT & RE-ISSUED
5/12/21 REVISED EASEMENT & RE-ISSUED

WT GROUP
Engineering with Precision, Pace and Passion.
2875 Pulaski Avenue Hoffman Estates, IL 60192
T: 224.293.6333 F: 224.293.6444
www.wtgroup.com
I. License No. 184.007570-0015 Expires 04.30.2022
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WT Group
Engineering • Design • Consulting

LOCATION AXS-469879 + AXS-JB 229861
DUPAGE COUNTY AIRPORT
POWIS ROAD
WEST CHICAGO, ILLINOIS

ISSUE

TO	DATE
CLIENT	3/4/21
CLIENT	4/15/21
CLIENT	5/12/21

CHECK: FIM
DRAWN: MWO
JOB: S2100008

EASE-1
PLAT OF EASEMENT

EXHIBIT C – INSURANCE REQUIREMENTS

1. Commercial General Liability:

Grantee shall maintain commercial general liability coverage (CGL) with a limit of not less than \$5,000,000 each occurrence and a \$5,000,000 aggregate.

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

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

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

The CGL policy shall provide a waiver of subrogation in favor of DuPage Airport Authority their agents, officers, directors and employees.

Continuing CGL Coverage. Grantee shall maintain the CGL in these limits and terms as long as the Site Access Agreement is in place.

2. Commercial Umbrella Liability Insurance:

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

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

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

Continuing Commercial Umbrella Policy Coverage: Grantee shall maintain a commercial umbrella policy in these limits and terms as long as this Agreement is in place.

3. Business Auto Insurance

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

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

Grantee shall have the Business Auto policy endorsed to provide a waiver subrogation in favor of the DuPage Airport Authority, their agents, officers, directors and employees. Grantee's Commercial Umbrella Policy shall specify the Business Auto liability limits as underlying limits of coverage and provide excess limits of liability.

4. Workers Compensation Insurance

Grantee shall maintain workers compensation and employers liability insurance in the State of Illinois.

The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Grantee's Commercial Umbrella Policy shall specify the employer liability limits as underlying limits of coverage and provide excess limits of liability.

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

5. Grantee Pollution Liability

Grantee's pollution liability coverage must be provided with minimum limits of \$1,000,000 per each claim. The retroactive date of the coverage must be prior to the date work is first commenced on the project by Grantee. Pollution liability coverage must be maintained with continuity throughout the one-year period following substantial completion of any work on the Easement Premises with limits and retroactive date the earlier of the date of the contract or the date work is first commenced.

6. General Requirements Applicable to All Insurance

A. Evidence of Insurance

Prior to commencement of the work, Grantee shall furnish DuPage Airport Authority with a certificate of insurance executed by a duly authorized representative of each insurer setting out compliance with the insurance requirements set forth. All certificates shall provide for 30 days' written notice to DuPage Airport Authority prior to cancellation of any insurance referred herein.

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

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

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

Failure to maintain the insurance required in this schedule shall constitute an event of default under this Agreement and shall allow DuPage Airport Authority to immediately terminate this Agreement at DuPage Airport Authority's option. If Grantee fails to maintain the insurance as set forth herein, DuPage Airport Authority shall have the right, but not the obligation, to purchase said insurance at Grantee's expense.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate evidencing such coverage shall be promptly provided to DuPage Airport Authority when requested.

B. General Insurance Provisions

No Representation of Coverage Adequacy – By requiring the insurance as set out in this schedule, DuPage Airport Authority does not represent that coverage and limits will necessarily be adequate to protect Grantee, and such coverage and limits shall not be deemed as a limitation on Grantee's liability under the indemnities provided to DuPage Airport Authority in this Agreement, or any other provision of the Contract Documents.

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

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

Grantees Insurance – Grantee shall cause each contractor and subcontractor employed by Grantee to purchase and maintain insurance of the type specified in this Schedule. When requested by DuPage Airport Authority, Grantee shall furnish to DuPage Airport Authority copies of certificates of insurance evidencing coverage for each subcontractor.

Certificates of Insurance reasonably acceptable to the Authority shall be filed with the Authority prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Contract shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Authority. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final application for payment under the Contract documents and thereafter upon renewal or replacement of such coverage until the period for any extended coverage as required herein has expired. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Grantee with reasonable promptness.

Grantee waives all rights against the DuPage Airport Authority and any of its agents and employees for damages caused by fire or other perils to the extent covered by property insurance.

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

UTILITY EASEMENT

THIS UTILITY EASEMENT (“Agreement”) is made as of this ____ day of _____, 2021 by and between the DuPAGE AIRPORT AUTHORITY, an Illinois Special District (“GRANTOR”) and COMCAST OF ILLINOIS/OHIO/OREGON, LLC, a Delaware limited liability company (“GRANTEE”) (collectively the “Parties” or individually a following circumstances:

FOR RECORDER'S USE ONLY

RECITALS

WHEREAS, GRANTEE desires to obtain an easement to construct, operate, repair maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, cable, conduits, transformers and other facilities used in connection with underground transmission and distribution of cable television, internet and telecommunications services (collectively the “Facilities”), together with a right of access to the Facilities as may be required incident to the grant herein given on and under property owned by GRANTOR on the terms and conditions expressly set forth herein; and

WHEREAS, the GRANTOR now finds it necessary and convenient to grant said easement to GRANTEE, and GRANTEE finds it convenient to accept such grant of said easement from the GRANTOR;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual agreements and covenants herein contained and other good and valuable consideration paid by GRANTEE to GRANTOR, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

2. **Facilities Easement.** GRANTOR creates, declares, establishes and grants unto GRANTEE, its agents, successors, employees and any contractors GRANTEE may employ, a perpetual, non-exclusive easement for ingress and egress to, from, over, upon, under and across a 187.5 foot long by five foot (5 ft.) wide portion of the property and a 53.8 foot long by 5 foot wide portion of the property owned by Grantor and legally described in Exhibit "A" attached hereto and as depicted as "5' Comcast Easement #2" on the Plat of Easement attached hereto as Exhibit "B" and made a part hereof (the "Easement Area") to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, the Facilities and other facilities used in connection with the Facilities.

3. **Standard of Maintenance.** In connection with any entry by GRANTEE, its agents, successors, employees or any contractors GRANTEE may employ, onto the Easement Area which will involve penetrating or moving the security fence surrounding the GRANTOR'S property, it shall inform GRANTOR of its intention to perform any maintenance, repair, restoration, removal or replacement work and obtain GRANTOR'S permission for said work no less than three (3) full business days prior to the intended time of commencement of such work, except in emergency circumstances where GRANTEE shall notify GRANTOR of its entry as soon as practicable. Entry by GRANTEE onto the Easement Area which does not involve penetration of GRANTOR'S fence line shall not require advance notice to or permission from

GRANTOR. GRANTEE, or its agents, employees, licensees, contractors, assignees, or invitees shall exercise reasonable care when performing and completing such maintenance, repair, restoration, removal or replacement so as to avoid damaging existing landscaping, utilities, improvements, structures, and infrastructure on GRANTOR's property and shall conduct such entry so as not to unreasonably interfere with the ordinary and reasonable use thereof. In the event there is damage, including but not limited to damage to existing grass, mulched materials and infrastructure, to GRANTOR's property due to the performance of such maintenance, repair, restoration or replacement work by GRANTEE, its agents, successors, employees or any contractors GRANTEE may employ, GRANTEE shall immediately inform GRANTOR of such damage and within a reasonable timeframe thereafter complete the repair, maintenance, replacement, removal or restoration of any damaged property to that condition which existed prior to said damage by GRANTEE, its agents, employees, licensees, contractors, assignees, or invitees. If GRANTEE fails to diligently repair or restore such damage or complete the same as specified herein, GRANTOR may perform the repair or restoration and deliver notice of its costs of such to GRANTEE; and GRANTEE shall pay the same to GRANTOR within thirty (30) days of GRANTOR's delivery of such notice to GRANTEE.

4. **Indemnity.** To the fullest extent permitted by law, GRANTEE, on behalf of itself, its agents, successors, assigns, employees or any contractors GRANTEE may employ, agrees to indemnify, defend and hold GRANTOR and its lessees, tenants, officers, directors, board members, employees and agents harmless for any and all loss of life, injury to persons or damage to real or personal property that may be sustained by the other or others, directly or indirectly, arising out of the acts or omissions of GRANTEE, its agents, successors, employees, assigns, designees or any contractors GRANTEE may employ, related to or arising from the rights, duties, or obligations under this Agreement. Notwithstanding the foregoing, Grantee shall

not be obligated to defend, indemnify or hold Grantor harmless from any claims, liens, penalties, demands, actions, proceedings, liabilities or losses which arise out of or are caused by the acts or omissions of the Grantor, its contractors, agents or representatives. GRANTEE's obligations under this Paragraph shall be in addition to, and not in lieu of, GRANTEE's obligation to maintain insurance. GRANTEE's obligations under this Paragraph shall survive the termination or expiration of this Agreement.

5. **Insurance.** GRANTEE shall comply with the terms of Exhibit "C" attached hereto during the term of this Agreement.

6. **Liens.** GRANTEE shall not permit any mechanic's lien to be imposed upon or against GRANTOR's property for any labor or materials in connection with work of any character performed on GRANTOR's property at the direction of GRANTEE. In the event of any such lien attaching to GRANTOR's property as a result of GRANTEE's work thereon, GRANTEE shall immediately have such lien either released, or if contested by GRANTEE, bonded over in the amount of one hundred percent (100%) of the claim and defend GRANTOR's interests against such lien pursuant to the provisions of Paragraph 4 above.

7. **Reservation.** GRANTOR reserves the right to use, and to allow others the right to use, the Easement Area in any manner that will not adversely affect or materially interfere with the exercise by GRANTEE of the rights herein granted. Further, GRANTOR retains the right to plant vegetation, or to construct roads, parking lots or driveways as may be necessary over portions of the Facilities Easement Area. GRANTOR shall erect no buildings on the Easement Area, unless the Facilities are relocated pursuant to the terms of Paragraph 8 hereof.

8. **Relocation.** GRANTOR reserves the right, at GRANTOR's sole cost and expense, to relocate from time to time the Easement Area and all of the GRANTEE's improvements and Facilities located therein when such relocation is reasonably necessary to

facilitate the construction of other improvements upon GRANTOR's property but not interfere with GRANTOR use. If GRANTOR exercises its relocation rights reserved in this Paragraph 8:

- (a) GRANTOR shall provide GRANTEE prior written notice of GRANTOR's intention to relocate the Easement Area and GRANTEE's improvements located therein;
- (b) Within a reasonable time after receipt by GRANTEE of such notice, GRANTOR and GRANTEE shall use their best efforts to identify the best possible site for the new easement;
- (c) Upon identification of the new easement area, GRANTOR and GRANTEE shall execute, acknowledge and record an amendment to this Agreement to reflect the relocation of the Easement Area and the termination of this Agreement as to that portion of the Easement Area relocated pursuant to this provision;
- (d) Within a reasonable time after the new easement has been identified, GRANTOR shall inform GRANTEE of the probable commencement and completion dates of the relocation work;
- (e) GRANTOR shall improve the new easement in the same manner as the original Easement Area, all at GRANTOR's cost and expenses; and
- (f) Upon completion of all relocation work, GRANTOR and GRANTEE shall execute, acknowledge and record a partial release of this Agreement as to that portion of the Easement Area relocated pursuant to this provision.

9. Successors. The term "Grantor's Successors" shall mean and include each of GRANTOR's successors in title to the Easement Area or any part thereof or interest therein. The

easements, rights and privileges herein granted to GRANTEE and reserved to GRANTOR, and all of the covenants and agreements of the parties herein:

- (a) are hereby declared to be, and shall be, easements, rights, covenants and agreements running with the land;
- (b) shall be binding upon, inure to the benefit of, and be enforceable in actions at law or in equity against, GRANTEE; and
- (c) shall be binding upon, inure to the benefit of, and be enforceable in actions at law or in equity by, GRANTOR and each of Grantor's Successors, but only during and/or with respect to such periods of time as GRANTOR, or each such Grantor's Successor, shall respectively own an interest in the Facilities Easement Area, or any part thereof.

10. Governing Law; Venue; Remedies and Attorneys' Fees. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without reference to the choice of law provisions thereof. The parties agree that the only proper venue for any litigation under or regarding this Agreement shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and the parties hereby consent to the personal jurisdiction of said court. In the event GRANTEE or its successors breaches any of the covenants contained herein, GRANTOR or its successors may enforce the terms of this Agreement by appropriate action for damages and/or injunction. If GRANTOR is the substantially prevailing party in any action to enforce, interpret, or declare rights under this Agreement, it shall be entitled to recover its reasonable attorneys' fees and costs of litigation from GRANTEE (including, without limitation, filing fees, expert witness fees, deposition costs, transcript costs).

such a proceeding, it shall recover, as part of its costs, all reasonable attorneys' fees and costs incurred therein from the GRANTEE.

11. Notices. Any and all notices or communications made in connection with this Agreement required to be delivered hereunder shall be deemed properly delivered when and if personally delivered, sent via reputable overnight courier, faxed, or mailed by registered mail or certified mail, return receipt requested, postage prepaid, to the Parties or their attorneys, as set forth below:

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.
Luetkehans, Brady, Garner & Armstrong,
LLC
105 East Irving Park Road
Itasca, IL 60143
pal@lbgalaw.com

If to GRANTEE:

Comcast Cable
1500 McConnor Pkwy
Schaumburg, IL 60173

With a copy to:

Butch Buan
1500 McConnor Pkwy
Schaumburg, IL 60173

12. Holidays and Weekends. Wherever under the terms of this Agreement the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

13. **Controversies.** This Agreement, and all questions of interpretation, construction and enforcement hereof and all controversies hereunder shall be governed by the applicable statutory or common law provisions of the State of Illinois.

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

15. **Captions and Titles.** The titles of the sections of this Agreement and the captions at the beginning of the several paragraphs, respectively, are for convenience in locating the context, but are not to be used with the interpretation of the terms of this Agreement.

16. **Entirety.** This Agreement, its attachments and those agreements referenced herein embody the entire understanding between the Parties with respect to this Agreement.

17. **Amendments.** No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, shall be valid unless made in writing and fully signed by the Parties with a finalized copy of the amendment distributed between the Parties.

18. **Legal Authority.** Each Party represents that it has the legal power, right and authority to enter into this Agreement, consummate the transaction contemplated hereby and to execute and deliver all documents and instruments to be delivered hereunder. The Parties further warrant and represent that the execution and delivery of this Agreement is not prohibited by and will not conflict with any order, rule or regulation of any court or other governmental agency or official.

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:

COMCAST OF ILLINOIS/OHIO/OREGON,
LLC, an Illinois limited liability company

By: _____

Its: _____

**This instrument prepared by
and after recording return to:**

Phillip A. Luetkehans, Esq.
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC
105 East Irving Park Road
Itasca, IL 60143
630-760-4601

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that Mark Doles as Executive Director of the DUPAGE AIRPORT AUTHORITY, an Illinois Special District, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Director, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said airport authority.

GIVEN under my hand and notarial seal as of this _____ day of _____, 2021.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO
HEREBY CERTIFY that _____, as
_____ of COMCAST OF ILLINOIS/OHIO/OREGON, LLC, a Delaware
limited liability company, personally known to me to be the same person whose name is
subscribed to the foregoing instrument as such _____, appeared before me this day in
person and acknowledged that he/she signed and delivered said instrument as his/her own free
and voluntary act and as the free and voluntary act of said Corporation.

GIVEN under my hand and notarial seal as of this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF, 144.55 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 137.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 187.51 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 8.39 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 45 SECONDS EAST, 5.00 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 15 SECONDS WEST, 3.38 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 157.62 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 53.74 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 5.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 53.82 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 19.90 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B – EASEMENT PLAT

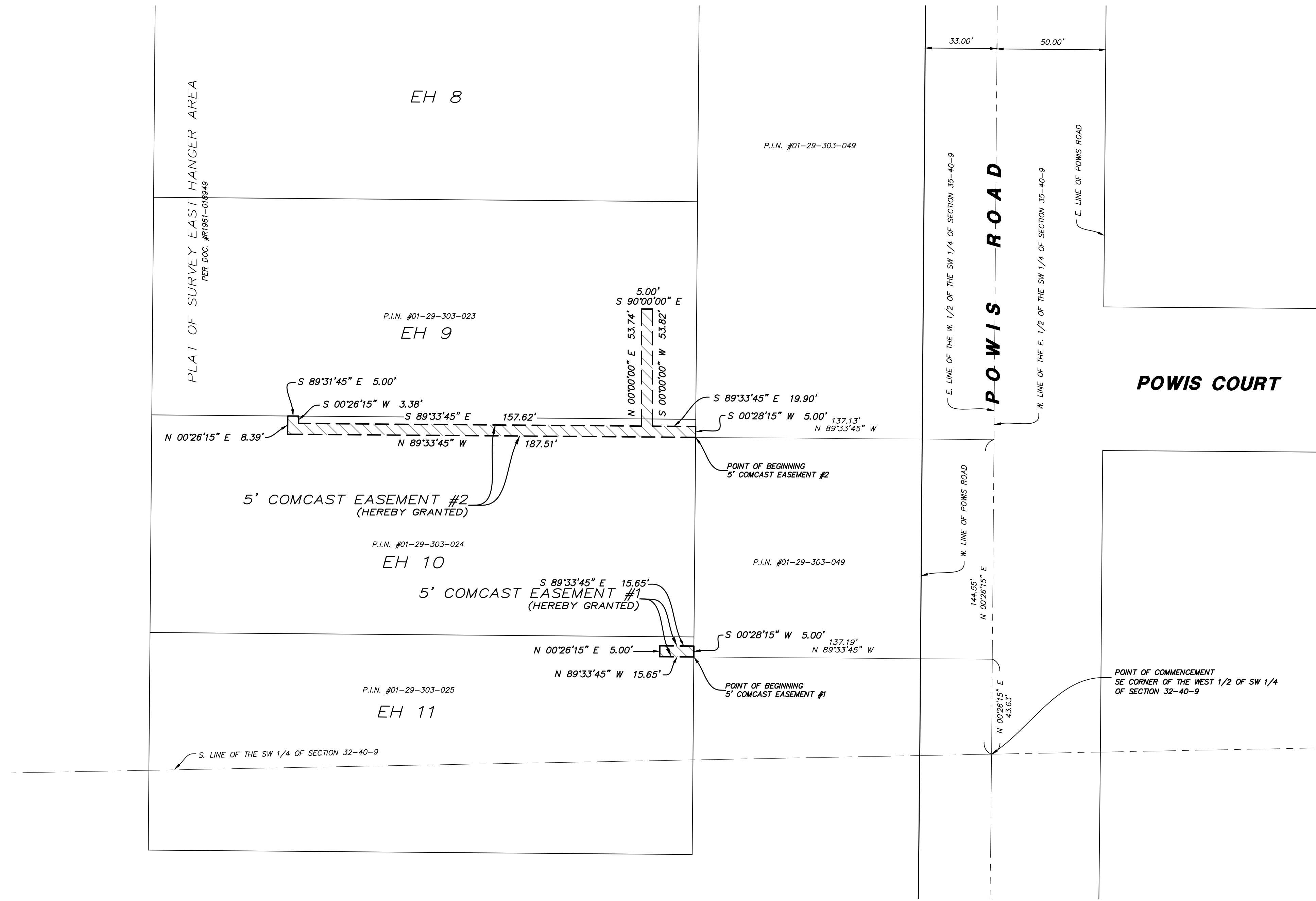
PLAT OF EASEMENT

COMCAST EASEMENT #1 DESCRIPTION

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF, 43.63 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 137.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 15.65 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 5.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 15.65 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

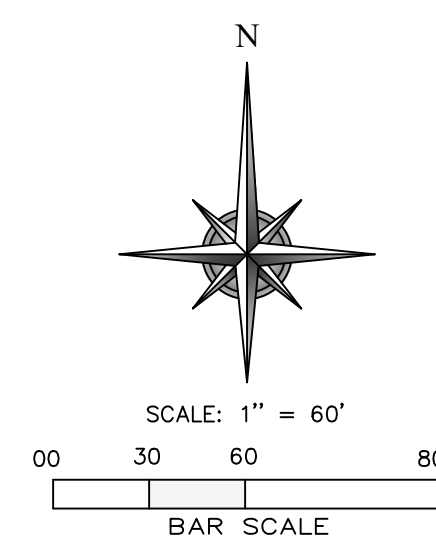
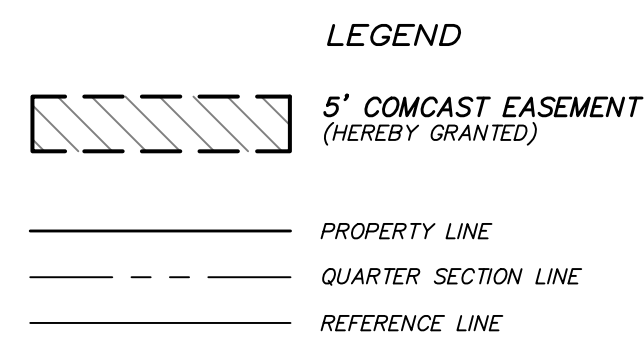
COMCAST EASEMENT #2 DESCRIPTION

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF, 144.55 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 137.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 33 MINUTES 45 SECONDS WEST, 187.51 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS EAST, 8.39 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 45 SECONDS EAST, 5.00 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 15 SECONDS WEST, 3.38 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 157.62 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 53.74 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 5.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 53.82 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 45 SECONDS EAST, 19.90 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



NOTES:

- PERMANENT INDEX NUMBER (P.I.N. #): 01-29-303-024, 025 & 049
- BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
- ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.



OWNERS CERTIFICATE

STATE OF _____)
 COUNTY OF _____)

THIS IS TO CERTIFY THAT _____, IS THE OWNER OF THE PROPERTY DESCRIBED HEREON, AND HAS CAUSED THE PROPERTY TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID CORPORATION DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE AFORESAID.

DATED THIS _____ DAY OF _____, A.D. _____

BY: _____ ATTEST: _____

TITLE: _____ TITLE: _____

NOTARY CERTIFICATE

STATE OF _____)
 COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ OF SAID CORPORATION, PERSONALLY KNOW TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS GIVEN UNDER MY HAND AND NOTARIAL SEAL.

THIS _____ DAY OF _____, A.D. _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

COMCAST CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF _____)

APPROVED AND ACCEPTED BY COMCAST.

THIS _____ DAY OF _____, 2018.

TITLE _____

WITNESS _____

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF COOK)

WE, W-T LAND SURVEYING, DO HEREBY STATE THAT THIS PLAT THEREON DRAWN WAS COMPILED FROM EXISTING SURVEYS AND INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE INDICATED HEREON.

GIVEN UNDER OUR HAND AND SEAL THIS _____ DAY OF _____, A.D. _____, AT HOFFMAN ESTATES, ILLINOIS.

THE W-T GROUP

FRANJO I. MATIJCIC - PLS #035-003556 EXPIRES 11/30/2022
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

3/4/21 ISSUED FOR REVIEW
 4/15/21 ADDED ADDITIONAL EASEMENT SEGMENT & RE-ISSUED
 5/12/21 REVISED EASEMENT & RE-ISSUED

WT GROUP
 Engineering with Precision, Pace and Passion.
 9876 Pulaski Avenue Hoffman Estates, IL 60192
 T: 224.293.6333 F: 224.293.6444
 wengineering.com
 I. License No. 184.007570-0015 Expires 04.30.2021
 © COPYRIGHT 2021 THE WT GROUP, LLC

WT Group
 Engineering • Design • Consulting

LOCATION AXS-469879 + AXS-JB 229861
 DUPAGE COUNTY AIRPORT
 POWIS ROAD
 WEST CHICAGO, ILLINOIS

ISSUE

TO	DATE
CLIENT	3/4/21
CLIENT	4/15/21
CLIENT	5/12/21

CHECK: FIM
 DRAWN: MWO
 JOB: S2100008

EASE-1
 PLAT OF EASEMENT

EXHIBIT C – INSURANCE REQUIREMENTS

1. Commercial General Liability:

Grantee shall maintain commercial general liability coverage (CGL) with a limit of not less than \$5,000,000 each occurrence and a \$5,000,000 aggregate.

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

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

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

The CGL policy shall provide a waiver of subrogation in favor of DuPage Airport Authority their agents, officers, directors and employees.

Continuing CGL Coverage. Grantee shall maintain the CGL in these limits and terms as long as the Site Access Agreement is in place.

2. Commercial Umbrella Liability Insurance:

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

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

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

Continuing Commercial Umbrella Policy Coverage: Grantee shall maintain a commercial umbrella policy in these limits and terms as long as this Agreement is in place.

3. Business Auto Insurance

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

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

Grantee shall have the Business Auto policy endorsed to provide a waiver subrogation in favor of the DuPage Airport Authority, their agents, officers, directors and employees. Grantee's Commercial Umbrella Policy shall specify the Business Auto liability limits as underlying limits of coverage and provide excess limits of liability.

4. Workers Compensation Insurance

Grantee shall maintain workers compensation and employers liability insurance in the State of Illinois.

The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Grantee's Commercial Umbrella Policy shall specify the employer liability limits as underlying limits of coverage and provide excess limits of liability.

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

5. Grantee Pollution Liability

Grantee's pollution liability coverage must be provided with minimum limits of \$1,000,000 per each claim. The retroactive date of the coverage must be prior to the date work is first commenced on the project by Grantee. Pollution liability coverage must be maintained with continuity throughout the one-year period following substantial completion of any work on the Easement Premises with limits and retroactive date the earlier of the date of the contract or the date work is first commenced.

6. General Requirements Applicable to All Insurance

A. Evidence of Insurance

Prior to commencement of the work, Grantee shall furnish DuPage Airport Authority with a certificate of insurance executed by a duly authorized representative of each insurer setting out compliance with the insurance requirements set forth. All certificates shall provide for 30 days' written notice to DuPage Airport Authority prior to cancellation of any insurance referred herein.

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

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

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

Failure to maintain the insurance required in this schedule shall constitute an event of default under this Agreement and shall allow DuPage Airport Authority to immediately terminate this Agreement at DuPage Airport Authority's option. If Grantee fails to maintain the insurance as set forth herein, DuPage Airport Authority shall have the right, but not the obligation, to purchase said insurance at Grantee's expense.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate evidencing such coverage shall be promptly provided to DuPage Airport Authority when requested.

B. General Insurance Provisions

No Representation of Coverage Adequacy – By requiring the insurance as set out in this schedule, DuPage Airport Authority does not represent that coverage and limits will necessarily be adequate to protect Grantee, and such coverage and limits shall not be deemed as a limitation on Grantee's liability under the indemnities provided to DuPage Airport Authority in this Agreement, or any other provision of the Contract Documents.

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

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

Grantees Insurance – Grantee shall cause each contractor and subcontractor employed by Grantee to purchase and maintain insurance of the type specified in this Schedule. When requested by DuPage Airport Authority, Grantee shall furnish to DuPage Airport Authority copies of certificates of insurance evidencing coverage for each subcontractor.

Certificates of Insurance reasonably acceptable to the Authority shall be filed with the Authority prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Contract shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Authority. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final application for payment under the Contract documents and thereafter upon renewal or replacement of such coverage until the period for any extended coverage as required herein has expired. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Grantee with reasonable promptness.

Grantee waives all rights against the DuPage Airport Authority and any of its agents and employees for damages caused by fire or other perils to the extent covered by property insurance.

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



TO: Board of Commissioners

FROM: Mark Doles
Executive Director

RE: Authorization of Proposed Resolution 2021-2453; Authorizing the Execution of Task Order No. 44B with CH2M for the Project: Hangar Bridging Documents – Part B & C

DATE: June 22, 2021

SUMMARY:

Included in the 2021 DuPage Airport Authority (“DAA”) Capital Budget is a project to plan for the construction of an additional hangar facility in 2022. This project is required due to limited “high-tail” hangar space resulting from 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 southwest side of the Flight Center complex on existing apron (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 continuing to utilize this delivery method for this proposed project. Design/Build allows for a single contract with an entity that will provide both the final design and construction of the hangar project. This process will allow an expeditious schedule along with potential costs savings in fees and value engineering during the final design and construction process. The Design/Build firm will be responsible not only for the final 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 future Design/Build process will utilize a Request for Proposal (“RFP”) with pre-qualified firms having experience designing and constructing large corporate hangar facilities.

In support of utilizing the Design/Build method, the Board authorized a task order in March with CH2M (Part A) to define the basic layout and gather relevant engineering data for the proposed new hangar facility. 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.

Design elements from the surrounding facilities will be incorporated to enhance the aesthetics and functionality of the proposed hangar.

Based upon discussions with CH2M, and their experience producing bridging documents for both the DAA and other clients, the fee for this task is two to three percent of the value of construction. The anticipated budget to construct this hangar is \$10M-\$12M, resulting in a possible total fee of \$200,000 - \$360,000 to produce the final work product.

The task order previously approved with CH2M for the first phase to produce preliminary concepts and perform regulatory review, site investigation (topographical survey, soil borings, testing) and existing conditions (utility and as-built facilities) was \$86,278.90.

This proposed task order (Part B & C) will produce the final construction budget for 2022 along with the full bridging documentation that will allow for a competitive qualification-based process to hire a Design/Build firm (Part B) along with Design/Build submittal review (Part C). This not-to-exceed task order (Part B & C) provided by CH2M is \$226,435.04.

Part B – Design Bridging Documents	\$194,153.21
Part C – Design/Build Submittal Review	\$ 32,281.83
Total	\$226,435.04

In support of this proposed new hangar facility, Staff is requesting authorization for the Executive Director to execute this Task Order No. 44B with CH2M in an amount not-to-exceed \$226,435.04.

PREVIOUS COMMITTEE/BOARD ACTION:

March 18, 2021 Board approved Resolution 2021-2434; Authorizing the Execution of Task Order No. 44A with CH2M for the Project: Hangar Bridging Documents – Part A

REVENUE OR FUNDING IMPLICATIONS:

The FY’21 Capital Budget includes \$450,000 for design and planning services for this hangar project. Committed funds to date along with this proposed task order is as follows:

FY ’21 Budget	\$450,000.00
Task Order 44A	(\$ 86,278.90)
Task Order 44B	(\$226,435.04)
Funds Remaining	\$137,286.06

The total funds committed to this project, if proposed task order 44B is approved, will be \$312,713.94.

STAKEHOLDER PROCESS:

Not applicable.

LEGAL REVIEW:

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

ATTACHMENTS:

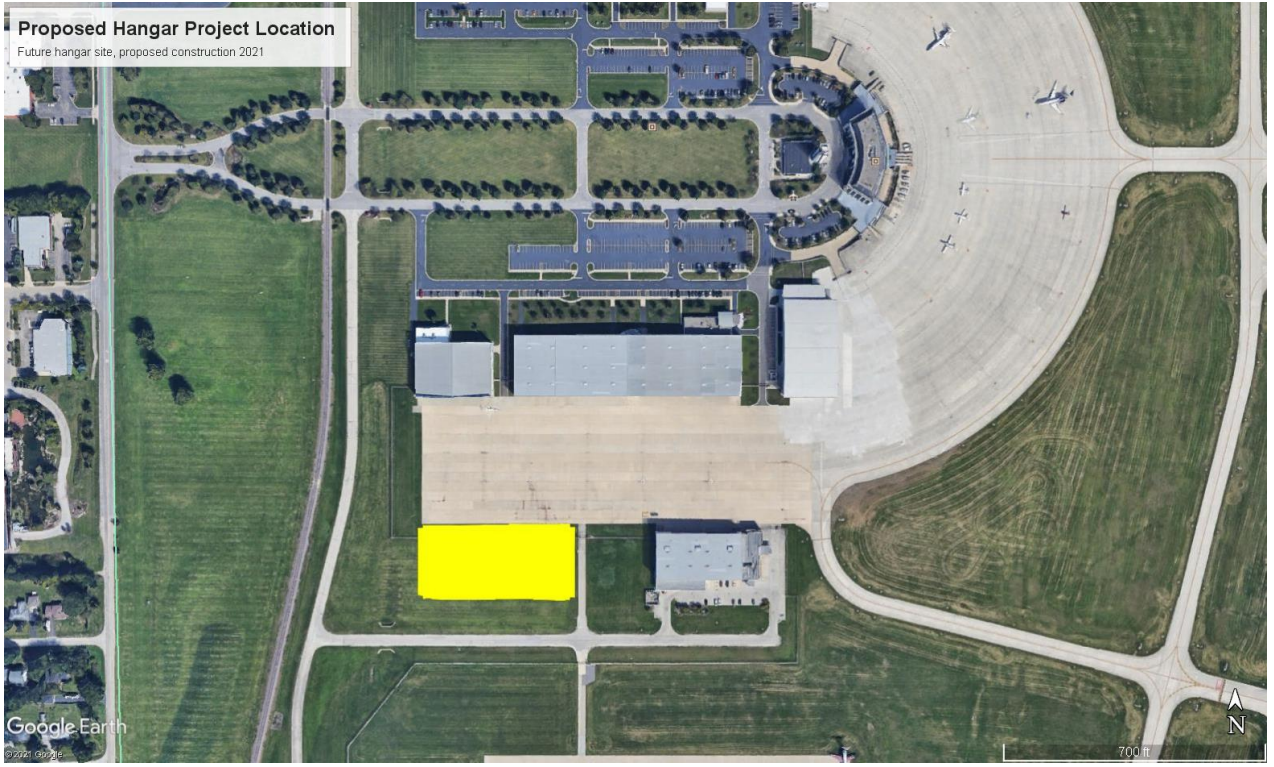
- Exhibit showing location of proposed hangar project.
- Exhibit of conceptual designs
- Proposed Task Order 44B
- Proposed Resolution 2021-2453; Authorizing the Execution of Task Order No. 44B with CH2M for the Project: Hangar Bridging Documents – Part B & C

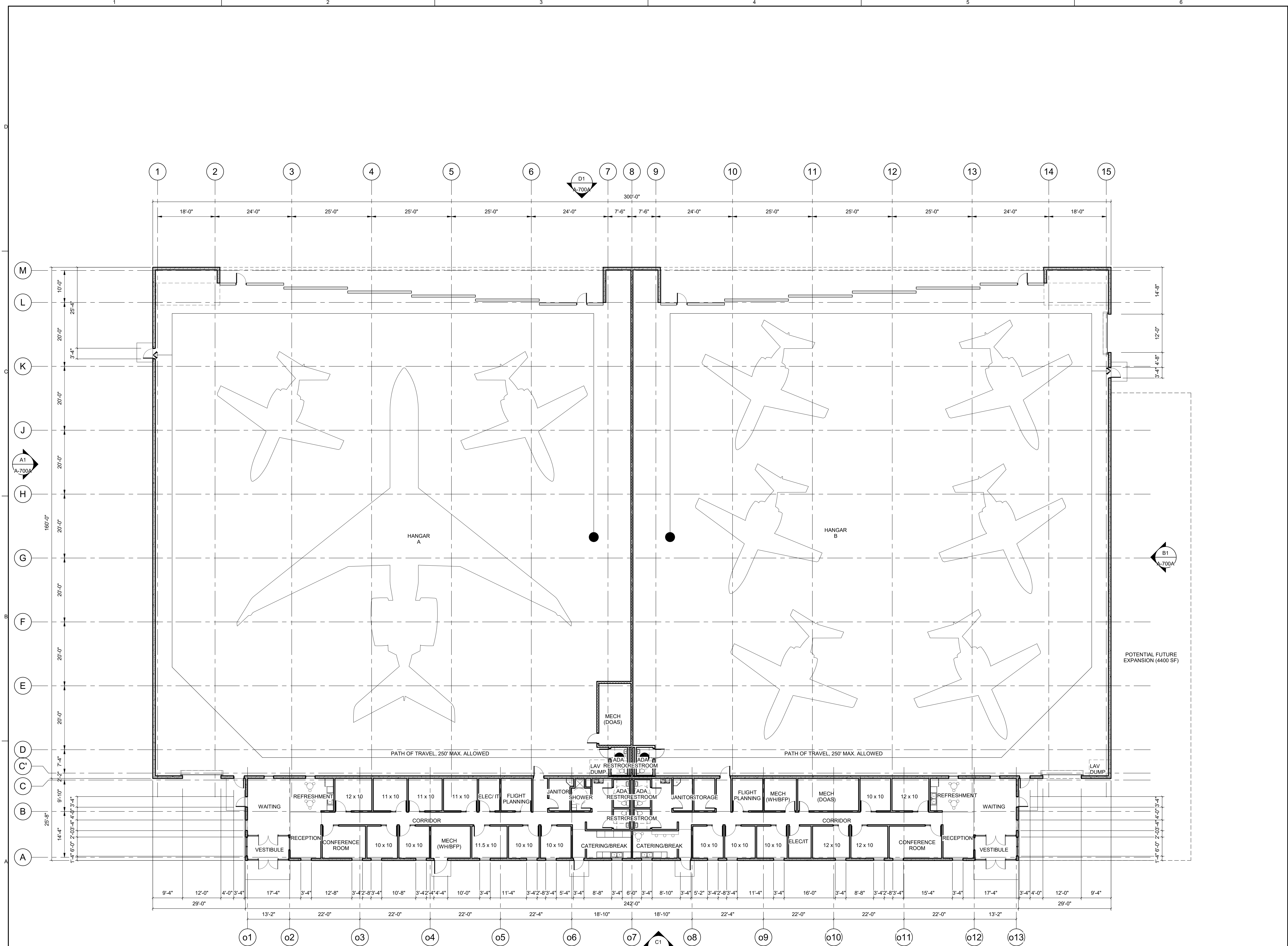
ALTERNATIVES:

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

RECOMMENDATION:

It is the recommendation of the Executive Director and Staff that the Board approves Resolution 2021-2453; Authorizing the Execution of Task Order No. 44B with CH2M for the Project: Hangar Bridging Documents – Part B & C at the June 28, 2021 Board meeting.





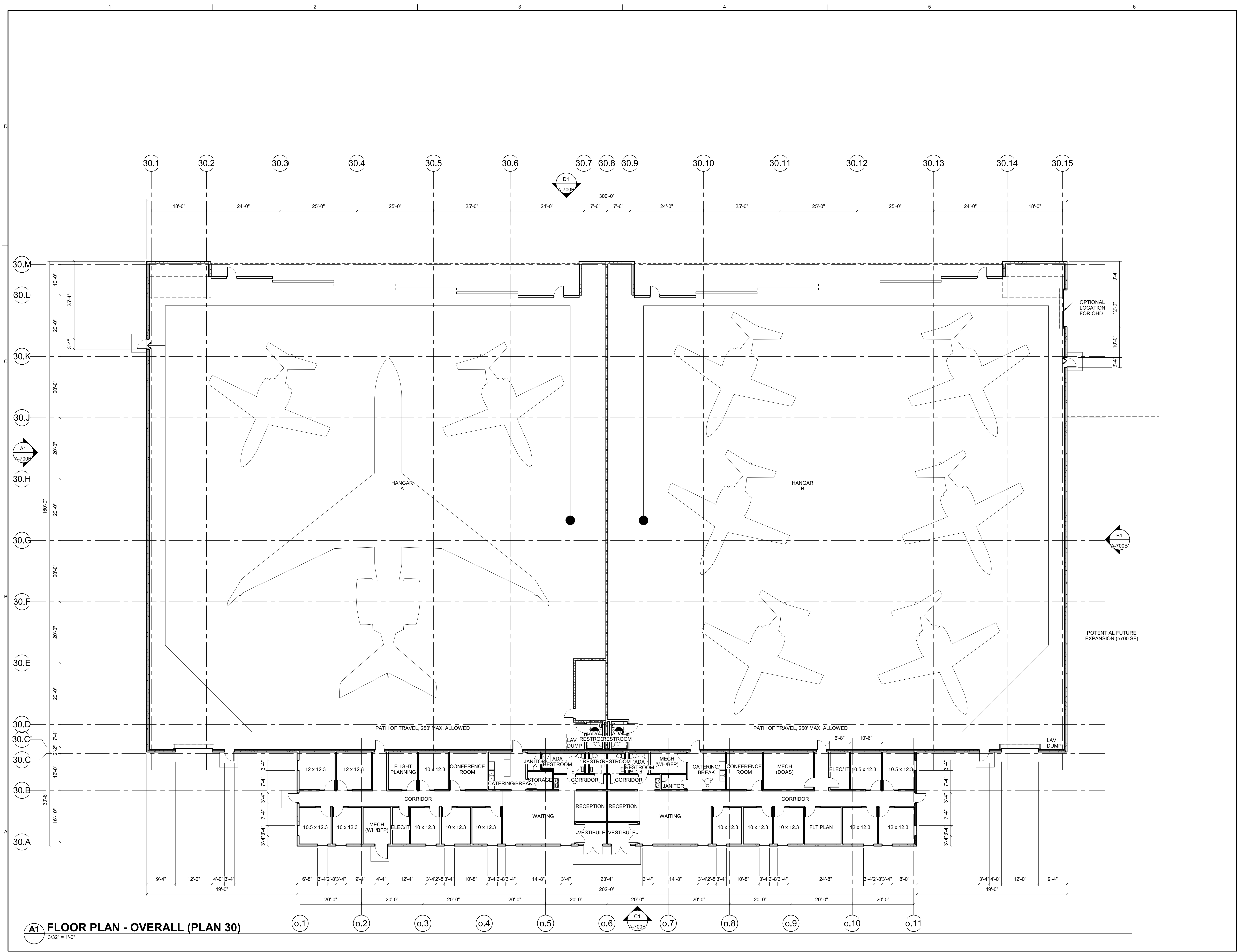
NO.	DATE	DR	Author	CHK	AP/VD	AP/VD

DESIGNER: CH2M HILL
 CHECKER: [Name]
 APPROVER: [Name]

ch2m
 DuPAGE HANGAR
 CHICAGO, IL
 AUTHORITY
 CHICAGO, IL

DATE: 00/00/2021
 PROJ: 0000000
 DWG: A-100A
 SHEET: of

A1 FLOOR PLAN - OVERALL (PLAN 25)
 3/32" = 1'-0"



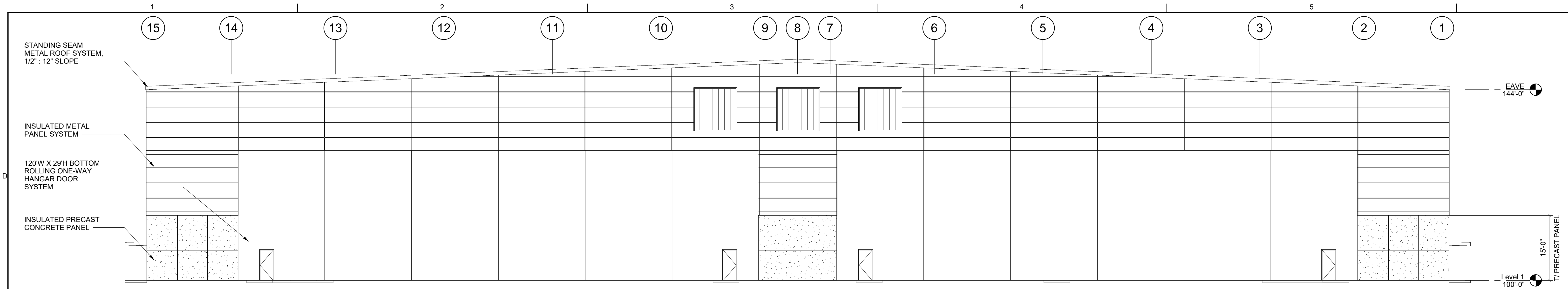
A1 FLOOR PLAN - OVERALL (PLAN 30)
3/32" = 1'-0"

NO.	DATE	DR	Author	Checker	AP/VD	BY	AP/VD

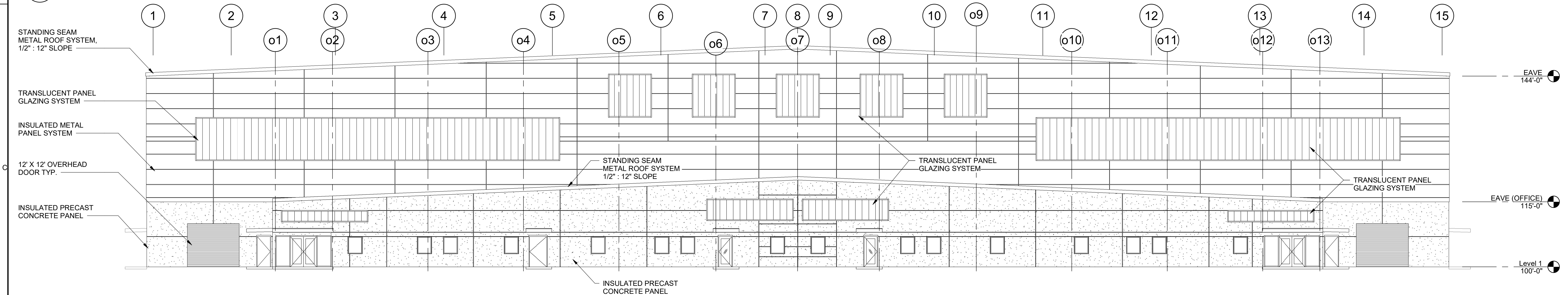
DuPAGE HANGAR
CHICAGO, IL
AUTHORITY
CHICAGO, IL

ch2m
DuPAGE HANGAR
CHICAGO, IL
FLOOR PLAN - OVERALL (PLAN 30)

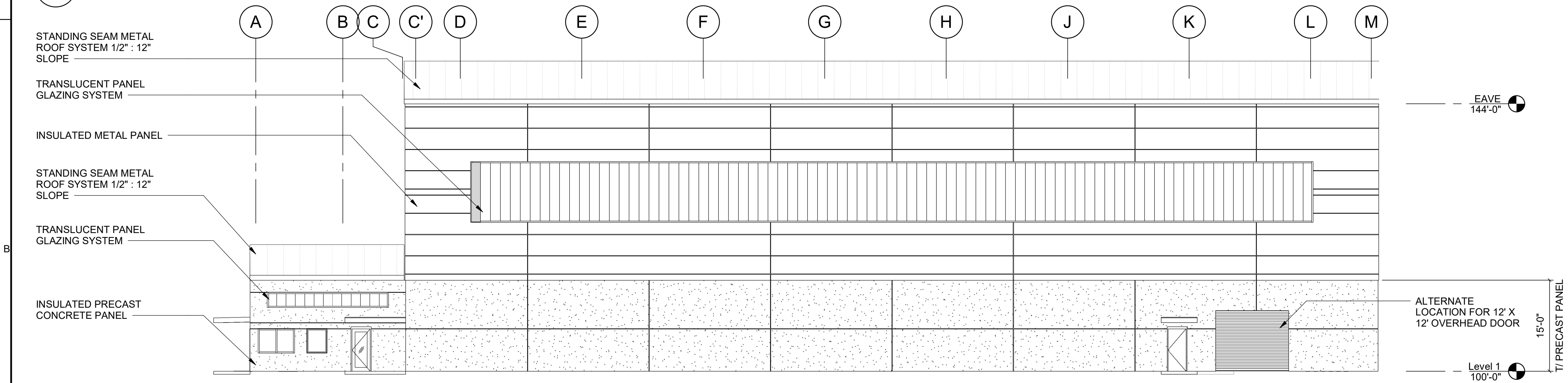
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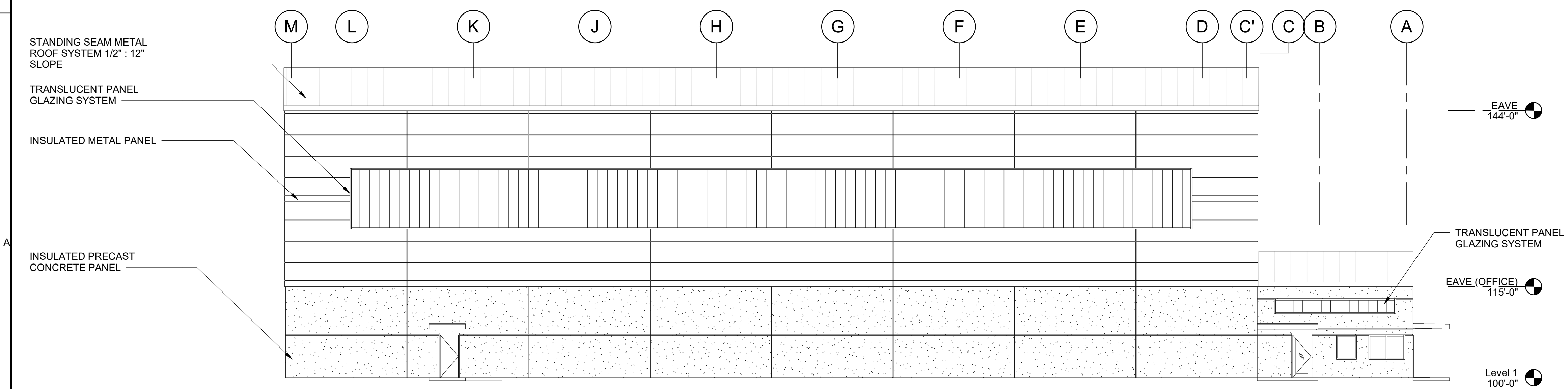
D1 FLOOR PLAN 25 - NORTH ELEVATION
3/32" = 1'-0"



C1 FLOOR PLAN 25 - SOUTH ELEVATION
3/32" = 1'-0"



B1 FLOOR PLAN 25 - EAST ELEVATION
3/32" = 1'-0"



A1 FLOOR PLAN 25 - WEST ELEVATION
3/32" = 1'-0"

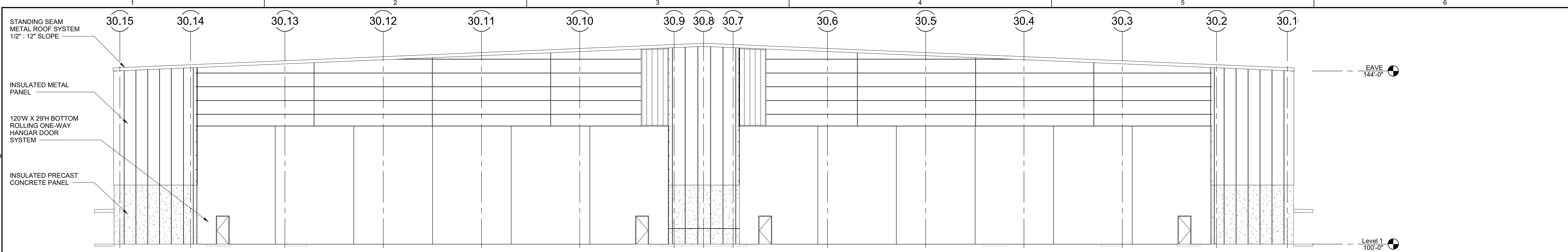
Author	CHK	AP/VD	AP/VD
Designer	DR	DR	DR
DGN	DGN	DGN	DGN
DATE	DATE	DATE	DATE
REVISION	REVISION	REVISION	REVISION

NO.	DATE	DR	Author	AP/VD	AP/VD
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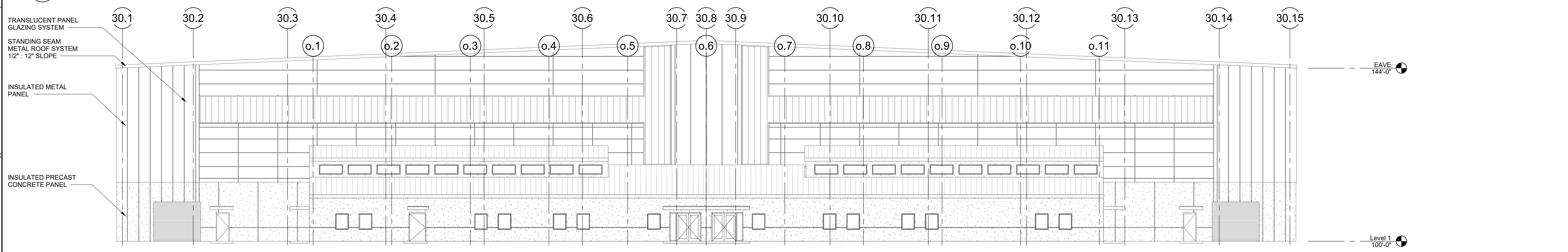
DUPAGE HANGAR
CHICAGO, IL
CHICAGO, IL
AUTHORITY
CHICAGO, IL

ch2m
DuPAGE HANGAR
CHICAGO, IL
EXTERIOR ELEVATIONS - PLAN 25

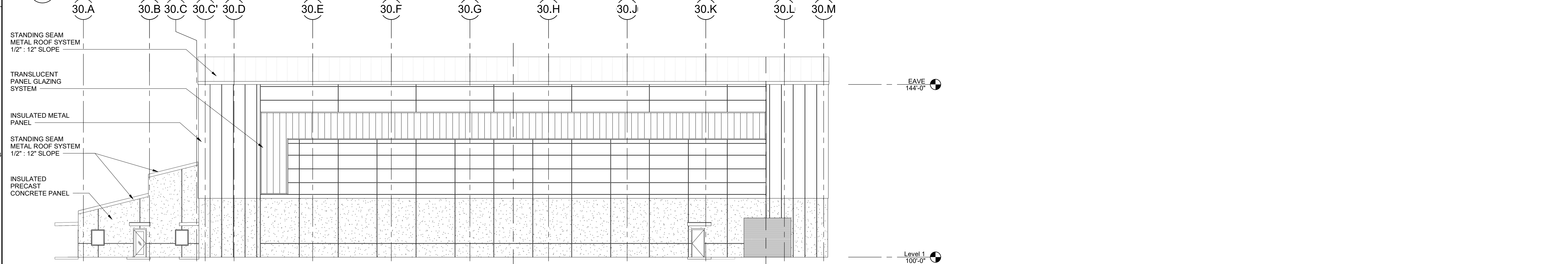
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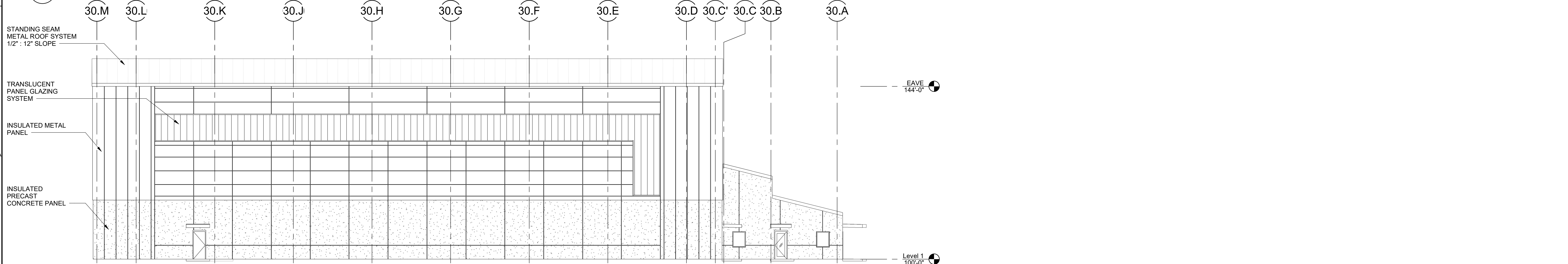
D1 FLOOR PLAN 30 - NORTH ELEVATION
3/32" = 1'-0"



C1 FLOOR PLAN 30 - SOUTH ELEVATION
3/32" = 1'-0"



B1 FLOOR PLAN 30 - EAST ELEVATION
3/32" = 1'-0"



A1 FLOOR PLAN 30 - WEST ELEVATION
3/32" = 1'-0"

NO.	DATE	DR	CHK	AP/VD	BY	AP/VD

NO.	DATE	DR	CHK	AP/VD	BY	AP/VD

DuPAGE HANGAR
CHICAGO, IL
CHICAGO, IL
AUTHORITY
CHICAGO, IL

ch2m
DuPAGE HANGAR
CHICAGO, IL
EXTERIOR ELEVATIONS - PLAN 30

DATE	00/00/2021
PROJ	0000000
DWG	A-700B
SHEET	of

THIS DOCUMENT AND THE IDEAS AND DESIGN INFORMATION CONTAINED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CH2M HILL AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN APPROVAL OF CH2M HILL. © CH2M HILL 2017. ALL RIGHTS RESERVED.

Authorization - Task Order 44B

This Task Order is issued pursuant to the Standard Master Agreement for Professional Services dated: July 14, 2016	
On-Call Engineering Consultant Capital Program Management	
Task Order 44B	Tenant Hangar - Bridging Documents – Parts B & C

Specific Services: As delineated with Attachment A – Detailed Scope of Services

Compensation Provisions: Compensation is based on cost reimbursable terms in accordance with the direct labor rates, indirect overhead rate and percent fixed 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 December 31, 2022, 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
Mark Doles, Executive Director
Name
2700 International Drive West Chicago, IL 60185
Address
630-208-6190
Phone

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

This Task Order 44B is effective: _____

Accepted for Client - DuPage Airport Authority
Signature
Mark Doles
Name
Executive Director
Title

Accepted for CH2M HILL, Inc.
Signature
Michael Vonic, P.E.
Name
Client Service Manager
Title

DuPage Airport

Task Order #44B, Tenant Hangar–Bridging Documents-Parts B & C

CH2M, 06/08/21

Project Overview

This scope of services involves professional design services to be provided by CH2M HILL, INC., (CH2M), a wholly owned subsidiary of Jacobs, associated with preparation of Bridging Documents for design of a new 48,000 square foot Tenant hangar at the DuPage Airport (DPA). This scope outlines parts B & C of the bridging documents task. Part A was released and completed under Task Order #44A. Rough siting and dimensions are included in the attached Exhibit. The design elements included in the overall Bridging Documents are as follows:

- Civil
- Architectural
- Structural
- Mechanical
- Fire Protection
- Plumbing
- Electrical
- Security/Telecom
- Sustainability, as a matter of best design principles.

The budgeted construction cost for the Project is estimated in the amount of \$10,000,000-\$12,000,000. DuPage Airport will utilize the hangar as a storage facility to accommodate various aircraft and associated ground support equipment. The design aircraft is the Bombardier BD-7500 Global Express. Aircraft-lavatory clean-outs will also be included within the facility. The design will incorporate office space with restrooms for two separate tenants. Part B design will be based on the DuPage Airport Authority (DAA) selected alternative at the completion of Part A.

Design will be in accordance with current editions of relevant regulatory requirements, including but not limited to, the Illinois Department of Transportation Building Codes, City of West Chicago Building Codes, and appropriate FAA Advisory Circulars.

This document is intended to define the scope of services for Phase One of the Project, to include conceptual design and development of bridging documents to the level of 20% design. The Owner, DAA, will subsequently obtain bids and select a Contractor who will then be responsible for finalizing the design and construction of the project via a Design-Build contract. CH2M will complete a review of the selected contractor's design documents for adherence to design intent and meeting the Owner's project goals at the 60% and 100% submittals.

Project Team

CH2M will be responsible for task management, quality assurance, stakeholder coordination, research, data collection and analysis, conceptual design, development of bridging documents, and opinion of probable construction cost.

SUBCONSULTANTS: Survey and Geotech were completed under Part A services.

Scope of Services

As part of this project, CH2M will perform the following tasks:

Part B – Design Bridging Documents

- 1.0 Design Bridging Documents: Prepare Bridging Documents (approximately 20% design completion level, similar to what was provided for the 2015 Itinerant Hangar), to provide the basis from which a contractor will complete the design-build project, including:
 - 1.1 Basis of design narrative
 - 1.2 Conceptual layout and architectural elevations
 - 1.3 Materials and appearance criteria
 - 1.4 Preliminary structural system and load analyses
 - 1.5 Preliminary design calculations
 - 1.6 Preliminary design drawings – approximately 30 sheets
 - 1.7 Outline specifications
 - 1.8 Preliminary construction schedule
 - 1.9 Engineer’s opinion of probable construction cost
 - 1.10 Completion of Airspace Analysis and FAA Form 7460
- 2.0 Design Review: Attend one Project Design Review Meeting with DAA at approximately 50% completion of Bridging Documents; to be attended in person by Senior Project Manager and Civil Engineer, and via teleconference by Project Manager/Architect, and Project Engineers.
- 3.0 Bidding support: Provide responses to Contractor bid phase questions and support bid process as requested by DAA. 100 hours is allocated for this support.

Part C – Design-Build Submittal Review

- 4.0 D-B Submittal Review: Perform review of Contractor’s design-build documents for adherence to design intent and meeting Owner’s project goals. Design Submittal Reviews will be completed within 21 calendar days of receipt of the Submittal.
 - 4.1 60% Submittal review
 - 4.2 100% Submittal review
- 5.0 Quality assurance.
- 6.0 Project management.

Schedule

CH2M will complete the Task 44B services in two parts (B & C), as defined in the Scope of Services, under the following schedule:

- Part B – Completed within 150 calendar days from NTP
- Part C – Concurrent with Design-Build Contractor Schedule

Deliverables

Project Deliverables are summarized in the Scope of Services section above. Deliverables will be provided electronically, in pdf format. Drawings will be formatted for 11”x17” printing, and other documents for 8.5”x11” printing. Electronic drawings will be produced in AutoCAD/Revit.

Assumptions

1. DAA will provide an airport escort as needed during site visits and access to the site will be made available to CH2M during normal business hours.
2. DAA will provide available existing documents pertaining to the project work area for reference. Information obtained from these documents is assumed to be accurate and complete, unless otherwise indicated.
3. Front end contract documents for bidding will be provided by DAA.
4. Evaluation by specialty engineers will be considered additional services and will be negotiated on a case by case basis under a separate task authorization.
5. Support services include one bid selection cycle with RFI question and responses but no addenda.
6. Jacobs to complete and file Project 7460.
7. Items specifically excluded from this scope of work, that would require additional release to add, include the following:
 - a. Environmental and hazardous materials assessment and remediation services
 - b. Erosion control and storm water pollution prevention plan
 - c. Aircraft apron modifications
 - d. Detailed utility design (preliminary sizing and layout only are included)
 - e. Sustainable building criteria and documentation for third-party certification
 - f. Site visits to other facilities
 - g. Recommendations or design pertaining to areas of the facility outside the scope of this document
 - h. Final design (beyond percent complete developed under this scope) and construction documents
 - i. Design-build support services, other than submittal review described above
 - j. Permitting services
 - k. Construction phase services
 - l. Any other services not specifically included in this scope of work.
8. CH2M will not be responsible for the accuracy or completeness of Contractor-developed documents, nor for means, methods and safety protocols during construction.

Contract Provisions

CH2M has prepared this proposal with the understanding that the services enumerated in this Task Order #44B scope of work and the attached “Cost Breakdown” estimate, CH2M HILL INC. will be compensated for its actual cost plus fixed fee which has been broken out into Parts B and C as outlined in the scope above with the Total Project cost identified in bold.

Part B – Design Bridging Documents

- Actual Cost = \$169,756.08
- Fixed Fee = \$24,397.13
- Subtotal = \$194,153.21

Part C – Design-Build Submittal Review

- Actual Cost = \$28,193.74
- Fixed Fee = \$4,088.09
- Subtotal = \$32,281.83

Total Project Cost (Part B + Part C)

- **Actual Cost = \$197,949.82**
- **Fixed Fee = \$28,485.22**
- **Total Not-to-Exceed Contract Authorized Amount = \$226,435.04**

EXHIBIT II, Task Order #44B

DuPage Airport Authority

COST BREAKDOWN

NAME OF FIRM			
CH2M			
PROJECT NUMBER(S) AND DESCRIPTION			DATE
Task Order #44, Tenant Hangar - Bridging Documents			June 8, 2021
I. DIRECT COSTS			
Work Classification	No. Hours	Rate / Hour	Total
2 Senior Project Manager	31	\$ 104.22	\$ 3,230.82
5 Senior Civil Engineer	6	\$ 75.00	\$ 450.00
6 Senior Electrical Engineer	56	\$ 88.66	\$ 4,964.96
7 Senior Structural Engineer	39	\$ 76.76	\$ 2,993.64
8 Senior Mechanical Engineer	30	\$ 86.11	\$ 2,583.30
9 Senior Planner/Architect	24	\$ 81.36	\$ 1,952.64
11 Cost Estimator	63	\$ 86.60	\$ 5,455.80
12 Architect	208	\$ 45.68	\$ 9,501.44
13 Civil Engineer	167	\$ 42.41	\$ 7,061.27
14 Structural Engineer	231	\$ 66.36	\$ 15,329.16
15 Drainage Engineer	21	\$ 34.06	\$ 715.26
16 Electrical Engineer	87	\$ 47.05	\$ 4,093.35
17 Mechanical Engineer	139	\$ 61.19	\$ 8,505.41
19 Staff Engineer	36	\$ 34.47	\$ 1,240.92
22 Senior CADD Technician	138	\$ 49.30	\$ 6,803.40
23 CADD Technician	478	\$ 36.25	\$ 17,327.50
25 Project Controls	11	\$ 65.20	\$ 717.20
26 Admin Staff	29	\$ 31.60	\$ 916.40
Total Labor Hours	1794		
TOTAL OF SECTION I			\$ 93,842.47
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 - Field Rate (RE Only)	86.43%		
2. Overhead on Direct Labor - Percentage - Office Rate	109.34%	\$	102,607.35
3. General and Administrative Costs (% Direct Labor)	0.00%	\$	-
A. Profit - % of All above Direct and Indirect Costs	14.50%	\$	28,485.22
TOTAL OF SECTION IV			\$ 131,092.57
V. TOTAL OF SECTIONS I, II, III AND IV			\$ 224,935.04
VI. REIMBURSABLE ITEMS			
1. Subconsultant: Harbour Construction (Surveying)		\$	-
2. Subconsultant: Wang Engineering, Inc. (Geotechnical)		\$	-
3. Printing, Mail/Courier services		\$	500.00
4. Travel		\$	1,000.00
TOTAL OF SECTION VI			\$ 1,500.00
VII. PROPOSAL (TOTAL OF SECTIONS V AND VI)			\$ 226,435.04
REMARKS (Identify by Section and Item Number, if applicable, if additional space is required, use separate blank sheet of paper.)			
Labor rates are based on contract classification rates.			
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.			

RESOLUTION 2021-2453

**Authorizing the Execution of Design Phase Task Order No. 44B with CH2M for the Project:
Corporate Hangar Construction Bridging Documents**

WHEREAS, the DuPage Airport Authority, an Illinois Special District (“Authority”), previously selected CH2M 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.; and

WHEREAS, the Authority expects to pursue the accomplishment of a project described as Corporate Hangar Construction Bridging Documents (the "Project"); and

WHEREAS, the Authority has previously entered into a Contract with CH2M for work at the DuPage Airport and is in receipt of Task Order No. 44B from CH2M for design phase services on the Project for a total not-to-exceed amount of \$226,435.04 ; and

WHEREAS, the Authority finds that the cost to provide said services is reasonable and deems it to be in the best interest of the Authority to enter into Task Order No. 44B with CH2M for such design phase services; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, Mark Doles to execute Task Order No. 44B with CH2M for a total not-to-exceed amount of \$226,435.04 and to take whatever steps necessary to effectuate the terms of said Task Order on behalf of the Authority.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June 2021.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2021-2453



TO: Board of Commissioners

FROM: Mark Doles
Executive Director

RE: Authorization of Proposed Resolution 2021-2454; Authorizing the Execution of Service Order No. 14 with Wight & Company for Professional Consulting Services Associated with the Design for 3rd Floor Flight Center Tenant Improvements

DATE: June 22, 2021

SUMMARY:

This proposed Service Order will facilitate the design and build-out of the remainder of the vacant space (approximately 3,800 SF) on the 3rd floor of the DuPage Flight Center. The tenant will be the Authority's legal firm allowing them to relocate their corporate offices to the DuPage Flight Center.

Staff has been working to find a tenant for what is the last large remaining space adjacent to the Board room and across the hall in the Flight Center. This proposed Service Order will finalize plans and provide construction documents to allow for either bidding through a Construction Manager or through a bid process to General Contractor(s) for this work. Also, included within this proposed Service Order is permitting, bidding & negotiations, contract administration and punch list services. An additional Optional Service can be added for Furniture Management for furnishing the space. If this Optional Service is added, the DAA will recoup this additional cost from the tenant through the lease document for this space.

Time is of the essence for this project, as the tenant desires to occupy the space this Fall. Due to the relationship with the tenant, Staff is comfortable to request authorization to proceed with this expenditure to expedite the process prior to a lease being formalized and ratified.

Staff has agreed with the tenant on the basic business terms for a 5-year lease with options that reflect the market and current leases in the Flight Center.

Proposed Service Order No. 14 totals as follows:

Contract Documents and Administration	\$43,000
<u>Optional Furniture Management</u>	<u>\$12,000</u>
TOTAL	\$55,000

PREVIOUS COMMITTEE/BOARD ACTION:

No previous Committee or Board action has been taken regarding this office lease.

REVENUE OR FUNDING IMPLICATIONS:

The FY'21 Capital Budget includes \$350,000 for design and planning services for office space. Future funding for construction will be provided through land sales revenue. This use of land sales revenue is in accordance with the expenditure of these funds to provide long-term operating revenues to the Authority.

The future office lease will provide the Authority over \$60,000 annually in operating revenue.

STAKEHOLDER PROCESS:

Not applicable.

LEGAL REVIEW:

Legal counsel has previously reviewed the Master Agreement to which this Service Order with Wight & Company will apply.

ATTACHMENTS:

- Exhibit showing location of proposed office build-out
- Proposed Service Order No. 14
- Proposed Resolution 2021-2454; Authorizing the Execution of Service Order No. 14 with Wight & Company for Professional Consulting Services Associated with the Design for 3rd Floor Flight Center Tenant Improvements

ALTERNATIVES:

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

RECOMMENDATION:

It is the recommendation of the Executive Director and Staff that the Board approves Resolution 2021-2454; Authorizing the Execution of Service Order No. 14 with Wight & Company for Professional Consulting Services Associated with the Design for 3rd Floor Flight Center Tenant Improvements at the June 28, 2021 Board meeting.

THIRD FLOOR TEST FIT PLAN



1 THIRD FLOOR TEST FIT PLAN
SCALE: 1/8" = 1'-0"

DUPAGE AIRPORT AUTHORITY |
06/19/2021 | A2.00

DUPAGE AIRPORT
AUTHORITY

LUETIKHEANS, BRADY,
GAUNER & ARMSTRONG, LLC



Wight



June 10, 2021

Mr. Daniel J. Barna, C.M.
Operations and Capital Program Manager
DuPage Airport Authority
2700 International Drive, Suite 200
West Chicago, IL 60185

DuPage Airport Authority
Test Fit Floor Plan and Scope Narrative for 3rd Floor Law Firm
Project Authorization – Service Order 14 Flight Center 3rd Floor Law Firm Design Drawings

Dear Mr. Barna:

In accordance with Exhibit A of the Master Agreement dated April 1, 2018, Wight & Company (Wight) is pleased to submit this Project Authorization for Architectural and Engineering Services for the new tenant office build out for Luetkehans, Brady, Garner & Armstrong (LBGA) located on the 3rd floor in the Flight Center at the DuPage Airport. For this Project Authorization, Wight & Company shall maintain insurance as set forth in the Master Agreement. This Project Authorization is submitted in the following four (4) parts:

- PROJECT UNDERSTANDING
- SCOPE OF SERVICES
- SCHEDULE
- COMPENSATION

PROJECT UNDERSTANDING

The DuPage Airport Authority (DAA) is looking lease a portion of the 3rd floor space at the Flight Center to the law firm (LBGA). The facility is located 2700 International Drive, West Chicago, IL. The proposed suite is currently unoccupied and has been brought to a simple 'white box' level of buildout. Test fit floor plans were previously prepared for the Tenant. The plan presented 05/19/21 was generally approved by the LBGA which resulted in a proposed occupied area for this new office suite is approximately 4,600 RSF.

DAA has requested that Wight continue this project with a Service Order to further develop the project and complete the design and construction documents.

SCOPE OF SERVICES

Field Verification

Wight shall visit the site to visually compare the AutoCAD base plan with the existing conditions. Critical field dimensions will be noted for their impact to planning and design considerations. If the DAA provided plans are not an accurate reflection of the built conditions, then additional services will be requested to prepare accurate base plans.

Design Development

Upon approval of the general layout, Wight shall prepare sketches and studies for presentation to establish the design concept. Included for the Tenant and DAA's review and approval will be:

- Floor plan including proposed furniture layout.
- Color and material considerations.
- General recommendations for doors, frames, ceilings, hardware, glazing, millwork, and lighting for areas affected by redesign.
- Wight shall assist in the development of a preliminary project budget.

Based on comments to the Design Development presentation, Wight shall incorporate one (1) revision for final review and approval prior to proceeding to the Contract Document Phase.

Contract Documents

This phase of the project is the stage in which the architectural and engineering requirements for the work are set forth in detail and assembled into the final Contract Documents. These documents will be used for bidding trades by either through a Construction Manager or through a bid process to General Contractor(s). These documents will become part of the Owner/Contractor agreement.

Wight shall review requirements for technology, power, data/telephone requirements, lighting, etc., for the purposes of preparing the construction documents. Wight shall issue drawings for the engineering production in a timely manner. Wight shall prepare contract documents describing the interior construction including specifications, plans, schedules/details/symbols legend sheet, construction plan, power-telephone-equipment plan, reflected ceiling plan, finish plan, and furniture plan.

Basic engineering services (mechanical, electrical, plumbing and fire protection) are included in the scope as defined herein. Special consultants for structural, acoustical, audio-visual, and lighting are not included.

Permitting

Wight shall provide documents required for the approval of governmental agencies having jurisdiction over the project. The drawings will be submitted through the normal permit submission procedures.

Bidding & Negotiations

Wight shall assist the Construction Manager or DAA in obtaining bids or negotiated proposals and assist in awarding contracts for interior construction.

Contract Administration

Upon award of the contract for interior construction, Wight shall meet with DAA and the Builder to provide clarification of the contract documents. Wight shall provide limited "on-site" observation to monitor progress of the work and to see that the work is constructed in accordance with the contract documents. Wight shall review all shop drawings, samples, and product data, as required.

Punch list

In the field, Wight shall review the completed work and prepare a "punch list" of work to be submitted in writing for construction deficiencies, as included in the contract documents, to the assigned parties responsible for the corrections.

OPTIONAL SERVICES (available upon request)

- Furniture selection, specification, and coordination (see below).
- Layout of server room and selection of front-end equipment, servers, and racks.
- Structured cable design.
- Construction cost estimates.
- Record drawing preparation.
- Move coordination services.
- Permit expediting services.

Furniture Management (Optional Service)

There are alternative approaches that can be used to solicit competitive pricing and selection. This includes the Tenant work directly with a pre-selected furniture dealer to selected, order and install. If the Tenant has a previously relationship with a furniture dealer, Wight can provide floor plans to assist the dealer with their selections. This would be included as part of our base services of interior design.

Conversely, as an additional service, Wight can offer furniture services to provide the management for specifying, expediting, and installing new furniture, furnishings, and accessories. Included in the services provided are:

- Making recommendations for furniture selections.
- Prepare specifications and a coded furniture plan to be used for bidding of new furniture.
- Working with Owner's selected Furniture Dealer or Vendor to prepare purchase orders for delivery and installation of furniture.
- Punch list for any corrective work required. Follow-up to the Punch list.

SCHEDULE

Wight is prepared to perform the work as noted above in Scope of Services, immediately upon receipt of a signed Service Order.

COMPENSATION

Wight & Company proposes to provide the professional services herein for Fixed Fee of Forty-Three Thousand Dollars (\$43,000.00).

Optional Services for Furniture Management, Wight proposes to provide these services for Twelve Thousand Dollars (\$12,000.00).

Other optional services authorized by DAA, in writing, will be billed based on the standard hourly rates as defined in the agreement.

In addition to the fee compensation, DAA shall reimburse Wight for reimbursable expenses which will be billed for actual with no markup or administration fee.

The following is a list of typical reimbursable expenses:

- CAD plots, color reproductions, delivery cost of drawings, specifications & reports.
- Supplies, materials, costs related to specific reports & presentations as required.
- Local travel expenses for mileage as per the prevailing rates set by the IRS, parking & taxi fare.

Thank you for the opportunity to submit this fee proposal to assist you with this service. We look forward to a successful process and the continued opportunity of partnering with DuPage Airport Authority.

Respectfully submitted,
Wight & Company



Matthew Duggan, AIA, LEED AP
Senior Project Manager



Jason Dwyer AIA, LEED AP
President, Design & Construction

Approved by:

Signature

Date

Printed Name

Title

RESOLUTION 2021-2454

Authorizing the Execution of Service Order No. 14 with Wight & Company for Professional Consulting Services Associated with Design for 3rd Floor Flight Center Tenant Improvements

WHEREAS, the DuPage Airport Authority, an Illinois Special District (“Authority”), previously selected Wight & Company (“Wight”) to provide architectural consulting services pursuant to the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.; and

WHEREAS, the Authority expects to pursue the accomplishment of a project described as: 3rd Floor Flight Center Tenant Improvements (the "Project"); and

WHEREAS, the Authority desires to utilize the services of Wight for design required to accomplish the Project for a fixed fee of \$55,000, plus reimbursable expenses; and

WHEREAS, the Board of Commissioners of the Authority find that the cost to provide said services is reasonable and deem it to be in the best interest of the Authority to enter into Service Order No. 14 with Wight for design required to accomplish the Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director, Mark Doles to execute Service Order No. 14 with Wight for a fixed fee of \$55,000, plus reimbursable expenses, and to take whatever steps necessary to effectuate the terms of said Service Order on behalf of the Authority.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2021-2454

RESOLUTION 2021-2455

AUTHORIZING THE EXECUTION OF A LAND LEASE AGREEMENT WITH ANTHONY BASE, LLC

WHEREAS, the DuPage Airport Authority (the “Authority”) owns a certain 79,279 square foot parcel of real property at 2755 International Drive, West Chicago, Illinois (the “Subject Property”) in fee simple interest; and

WHEREAS, Anthony Base, LLC (as a successor to Scott Aviation, Inc.) currently leases the Subject Property upon which it has built a hangar and office space under a lease terminating in 2029; and

WHEREAS, the Authority and Anthony Base, LLC desire to enter into a new Land Lease Agreement for the Subject Property with a termination date of December 31, 2059, with two five (5) year extensions (the “Land Lease Agreement”); and

WHEREAS, the Authority deems it in the best interests of the Authority and the general public to enter into the Land Lease Agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, THAT: the Board of Commissioners of the DuPage Airport Authority directs the Executive Director to execute the Land Lease Agreement attached hereto as Exhibit A and authorizes the Executive Director to take whatever steps necessary to effectuate the terms of the Land Lease Agreement on behalf of the Authority.

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

Karyn M. Charvat _____
Juan E. Chavez _____
Stephen L. Davis _____
Herbert A. Getz _____
Gina R. LaMantia _____

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

RESOLUTION 2021-2455

RESOLUTION 2021-2456

AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO VACANT LAND PURCHASE AGREEMENT WITH MIDWEST INDUSTRIAL FUNDS, INC.

WHEREAS, the DuPage Airport Authority (the “Authority”) owns a certain 23.75 acre parcel of real property at the southeast corner of Route 38 and Technology Boulevard (the “Subject Property”) in fee simple interest; and

WHEREAS, on January 20, 2021, the Authority entered into a Vacant Land Purchase Agreement with Midwest Industrial Funds, Inc. (“Midwest”) for the Subject Property (the “Purchase Agreement”); and

WHEREAS, on May 27, 2021, the Authority and Midwest executed the First Amendment to the Purchase Agreement, which extended Midwest’s Inspection Period under the Agreement to June 30, 2021; and

WHEREAS, the Authority and Midwest desire to again amend the terms of the Purchase Agreement to extend the Inspection Period under the Purchase Agreement until September 15, 2021; and

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

NOW, THEREFORE, BE IT RESOLVED, THAT: the Board of Commissioners of the DuPage Airport Authority directs the Executive Director to execute the Second Amendment to Vacant Land Purchase Agreement attached hereto as Exhibit A and authorizes the Executive Director to take whatever steps necessary to effectuate the terms of the Second Amendment to Vacant Land Purchase Agreement on behalf of the Authority.

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

Karyn M. Charvat _____
Juan E. Chavez _____
Stephen L. Davis _____
Herbert A. Getz _____
Gina R. LaMantia _____

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

SECRETARY

RESOLUTION 2021-2456

SECOND AMENDMENT TO VACANT LAND PURCHASE AGREEMENT

WHEREAS, on the 20th day of January, 2021, MIDWEST INDUSTRIAL FUNDS, INC. (“Purchaser”), and the DUPAGE AIRPORT AUTHORITY, (“Seller”) entered into that Vacant Land Purchase Agreement for the sale and purchase of all or part of an approximately 23.75-acre parcel of land owned by Seller (the “Agreement”); and

WHEREAS, on the 27th day of May, 2021, Seller and Purchaser entered into the First Amendment to the Agreement, which extended Purchaser’s Inspection Period under the Agreement to June 30, 2021; and

WHEREAS, Seller and Purchaser have again agreed to amend the terms of the Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, Seller and Purchaser hereby agree as follows:

1. **Due Diligence - Inspection Period.** The Inspection Period as defined in Paragraph 5(a) of the Agreement is hereby extended until September 15, 2021.

2. **Closing Date.** The Closing Date or Closing as defined in Paragraph 10 of the Agreement is hereby extended to the date that is thirty (30) days following the expiration of the Inspection Period or such other date as may be mutually agreeable to the parties; provided, however, Purchaser may accelerate the Closing Date to such date that is fourteen (14) days following receipt by Seller of written notice thereof from Purchaser.

3. **Terms of Agreement.** Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Agreement.

4. **Incorporation of the Agreement.** Except as otherwise amended hereby or the terms of the First Amendment to Vacant Land Purchase Agreement, the terms and covenants of the Agreement remain in full force and effect and the parties hereto, by execution of this SECOND AMENDMENT TO VACANT LAND PURCHASE AGREEMENT, ratify and confirm same.

5. **Miscellaneous.** As modified hereby, the Agreement is ratified and confirmed in its entirety. This Amendment may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Any facsimile or electronic transmission of original signature versions of this Amendment shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document. The parties also agree to promptly exchange counterparts with original signatures upon request. This Amendment shall be governed by and constructed and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Time is of the essence for all purposes in this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, as of this 28th day of June, 2021, Seller and Purchaser have executed this **SECOND AMENDMENT TO VACANT LAND PURCHASE AGREEMENT** by their duly authorized representatives.

SELLER:

DUPAGE AIRPORT AUTHORITY, an Illinois
Special District

By: _____

Name: _____

Title: _____

PURCHASER:

MIDWEST INDUSTRIAL FUNDS, INC., an
Illinois Corporation

By: _____

Name: _____

Title: _____

RESOLUTION 2021-2457

**APPROVING THE DEVELOPMENT PLAN OF SCANNELL PROPERTIES, LLC AT
595 INNOVATION DRIVE**

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

WHEREAS, Scannell previously bought 21.14 acres of the Subject Property and originally submitted a Development Plan on June 9, 2021 for the remaining parcel (the “Option Parcel”) (the original submittal and its amendments are collectively referred to herein as the “Development Plan”); and

WHEREAS, the Development Plan seeks the following deviation from the Minimum Design Standards:

1. the ability to have loading docks not completely screened from an adjacent roadway and neighboring parcel views at eye level.

WHEREAS, the Development Plan also seeks approval from the Authority and the City of West Chicago to load trucks between a building and a street pursuant to Section 10.5-4 West Chicago Zoning Ordinance pursuant to the provision of the Zoning ordinance that does not allow loading of trucks to “be conducted between a building and any street, unless approved by the Authority and the City.”

WHEREAS, the Authority deems it to be in the best interests of the Authority to approve the Development Plan including the requested parking between a building and a street, subject to the approval of that request and the Development Plan by the City of West Chicago.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the DuPage Airport Authority hereby approves the Development Plan and the requested truck parking between a building and a street; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Commissioners of the DuPage Airport Authority’s approval of the Development Plan on the Option Parcel is subject to the following conditions:

- a. approval of the Development Plan by the City of West Chicago;
- b. granting of the necessary permits by the City of West Chicago;
- c. written approval of the Authority of the screening of any and all electrical data/communications and mechanical equipment is screened from the adjacent roadway and adjacent parcel views at eye level, utilizing materials consistent with the overall building design pursuant to the requirements of the Minimum Design Standards;

- d. no signage shall be placed on the building until approved in writing by the Authority and the City of West Chicago; and
- e. exterior trash enclosures shall not be allowed.

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

Karyn M. Charvat _____
 Juan E. Chavez _____
 Stephen L. Davis _____
 Herbert A. Getz _____
 Gina R. LaMantia _____

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June 2021.

 CHAIRMAN

(ATTEST)

 SECRETARY

RESOLUTION 2021-2457

ORDINANCE 2021-356

APPROVING THE EXECUTION OF A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WEST CHICAGO, WEST CHICAGO LIBRARY DISTRICT, WEST CHICAGO FIRE PROTECTION DISTRICT, WEST CHICAGO ELEMENTARY DISTRICT 33, COMMUNITY HIGH SCHOOL DISTRICT 94 AND CREST HILL INVESTMENT, LLC IN REGARD TO A PROPERTY TAX ABATEMENT RELATIVE TO THE DEVELOPMENT OF THE GRECO/DEROSA PROPERTY

WHEREAS, the DuPage Airport Authority (the “Authority”) sold a certain 46.8-acre parcel of real property (the “Crest Hill Property”) in fee simple interest to Crest Hill Investment, LLC (“Crest Hill”); and

WHEREAS, the Authority and the City of West Chicago, the Authority, the West Chicago Library District, the West Chicago Fire Protection District, the West Chicago Elementary District 33 and the Community High School District 94 (collectively the “Units of Local Government”) previously entered into an Intergovernmental Agreement agreeing to provide Crest Hill with a partial real estate tax abatement in regard to certain of the real estate taxes assessed by the Units of Local Government against the Subject Property pursuant to 35 ILCS 200/18-165 (the “Agreement”); and

WHEREAS, the parties to the Agreement wish to amend that Agreement, wish to make minor modifications to the Agreement and deem it in the best interests of the Authority and the general public to enter into the First Amendment to the Intergovernmental Agreement attached hereto as Exhibit A.

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

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

Karyn M. Charvat _____
Juan E. Chavez _____
Stephen L. Davis _____
Herbert A. Getz _____
Gina R. LaMantia _____

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

SECRETARY

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

ORDINANCE 2021-357

ORDINANCE AUTHORIZING THE NEGOTIATION FOR THE ACQUISITION OF AVIGATION RIGHTS AND RESTRICTIVE COVENANTS OVER CERTAIN PROPERTY COMMONLY KNOWN AS 1600 POWIS COURT, WEST CHICAGO, ILLINOIS 60185 FOR AIRPORT PURPOSES BY THE DuPAGE AIRPORT AUTHORITY

WHEREAS, the DuPage Airport Authority (“Authority”), DuPage County, Illinois is a duly authorized and existing Airport Authority under the laws of the State of Illinois; and

WHEREAS, the Statutes of the State of Illinois pertaining to such matters provide that Airport Authorities shall have the power to acquire lands for the purpose of, *inter alia*, maintenance, development, expansion, extension or improvement of any public airport or public airport facility, ensuring that there is no interference with location, expansion, development or improvement of the airport or with the safe approach thereto or takeoff therefrom by aircraft, or restrict the height of growth or structures that are within the vicinity or any airport or within the lines of an approach to an airport; and

WHEREAS, the Board of Commissioners of the Authority deem it advisable and in the public interest and welfare to acquire avigation easements and restrictive covenants over additional real estate near the boundaries of the Authority for the purpose of maintenance, development, expansion, extension or improvement of the DuPage Airport and facility, ensuring that there is no interference with location, expansion, development or improvement of the DuPage Airport or with the safe approach thereto or takeoff therefrom by aircraft, or restrict the height of growth or structures that are within the vicinity or the DuPage Airport or within the lines of an approach to the DuPage Airport; and

WHEREAS, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Authority has obtained title commitments identifying the record title holder of the real estate described in the attached Exhibit “A”, to be Maxwell Properties, LLC, a copy of said title commitments being attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, the Board of Commissioners of the Authority, find that the avigation easement over the real estate as described in the attached Exhibit “C” should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Authority, find that the avigation easement shall be in the form substantially similar to that attached hereto as Exhibit “D”; and

WHEREAS, the Board of Commissioners of the Authority, find that a restrictive covenant over the real estate described in the attached Exhibit “A” should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Authority, find that the restrictive covenant shall be in the form substantially similar to that attached hereto as Exhibit “E”; and

WHEREAS, the Authority has determined a valuation for said the avigation easement and restrictive covenant over the parcel, which it believes to represent a fair amount to be offered to the owners of said property.

NOW, THEREFORE, be it ordained by the Board of Commissioners of the DuPage Airport Authority, an Airport Authority existing under the laws of the State of Illinois as follows:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

SECTION TWO: That it is necessary and desirable that the avigation easements and restrictive covenants over the real estate described in Exhibit “A” attached hereto, be acquired by the Authority for one or more of the purposes set forth.

SECTION THREE: That the Executive Director, his staff and the Authority’s attorneys be, and hereby are, authorized and directed to negotiate for the acquisition of the avigation easements and restrictive covenants described in Exhibits “D” and “E”, based on the appraisal information obtained on the subject real estate, and in accordance with the directives received from the Board of Commissioners of the DuPage Airport Authority.

SECTION FOUR: The Clerk for the Authority may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

ORDINANCE 2021-357

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PIN NO. 1-32-105-005

LOT 1 IN POWIS COURT RESUBDIVISION OF PART OF SECTIONS 29 AND 32, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED MARCH 22, 1996 AS DOCUMENT R96-046948, IN DU PAGE COUNTY, ILLINOIS.

PIN NO. 1-32-105-006

LOT 2 IN POWIS COURT RESUBDIVISION OF PART OF SECTIONS 29 AND 32, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED MARCH 22, 1996 AS DOCUMENT R96-046948, IN DU PAGE COUNTY, ILLINOIS.

PIN NO. 1-32-105-007

LOT 3 IN POWIS COURT RESUBDIVISION OF PART OF SECTIONS 29 AND 32, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED MARCH 22, 1996 AS DOCUMENT R96-046948, IN DU PAGE COUNTY, ILLINOIS.

PIN NO. 1-32-105-008

LOT OUTLOT A IN POWIS COURT RESUBDIVISION OF PART OF SECTIONS 29 AND 32, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED MARCH 22, 1996 AS DOCUMENT R96-046948, IN DU PAGE COUNTY, ILLINOIS.

EXHIBIT B
TITLE COMMITMENTS

EXHIBIT C

LEGAL DESCRIPTION OF AVIGATION EASEMENT

Avigation Easement LOT 1

P.I.N. 01-32-105-005

THAT PART OF THE PROPERTY DESCRIBED IN DOCUMENT R2005-110596 RECORDED MAY 27TH, 2005, BEING LOT 1 IN POWIS COURT RESUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 29 AND 32 TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1996 AS DOCUMENT R96-46948, IN DUPAGE COUNTY, ILLINOIS. THE PARENT PARCEL OF THE AVIGATION EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, WITH AN ELEVATION OF 828.02, SAID POINT BEING THE POINT OF BEGINNING OF THE AVIGATION EASEMENT ABOVE THE FOLLOWING DESCRIBED INCLINE PLANE, HAVING A SLOPE OF 7 FEET TO 1 FOOT, AND PARALLEL TO A SOUTH 79 DEGREES 22 MINUTES 27 SECONDS EAST BEARING LINE; THENCE SOUTH 89 DEGREES 34 MINUTES 07 SECONDS EAST, 288.47 FEET ALONG THE NORTH LINE OF SAID LOT 1 ALSO BEING THE SOUTH RIGHT OF WAY LINE OF POWIS COURT, TO THE NORTHEAST CORNER OF SAID LOT 1 WITH AN ELEVATION OF 835.14, ALSO BEING THE NORTHWEST CORNER OF LOT 3 IN SAID POWIS COURT RESUBDIVISION; THENCE SOUTH 00 DEGREES 25 MINUTES 53 SECONDS WEST, 320.26 FEET ALONG THE EAST LINE OF SAID LOT 1 ALSO BEING THE WEST LINE OF SAID LOT 3 TO THE SOUTHEAST CORNER OF SAID LOT 1, ALSO BEING THE NORTHEAST CORNER OF LOT 2 IN SAID POWIS COURT RESUBDIVISION, WITH AN ELEVATION OF 790.75; THENCE NORTH 89 DEGREES 31 MINUTES 00 SECONDS WEST, 289.35 FEET ALONG THE SOUTH LINE OF SAID LOT 1, ALSO BEING THE NORTH LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER OF SAID LOT 1 WITH AN ELEVATION OF 783.01, ALSO BEING THE NORTHWEST CORNER OF LOT 2 IN SAID POWIS COURT ALSO BEING THE EAST RIGHT OF WAY LINE OF POWIS ROAD; THENCE NORTH 00 DEGREES 39 MINUTES 08 SECONDS EAST, 180.01 FEET, ALONG SAID EAST LINE OF POWIS ROAD ALSO BEING THE WEST LINE OF SAID LOT 1 TO AN ELEVATION OF 808.34; THENCE NORTH 00 DEGREES 30 MINUTES 23 SECONDS EAST, 139.99 FEET, ALONG SAID EAST LINE OF POWIS ROAD ALSO BEING THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, ALL AVIGATION EASEMENT ELEVATIONS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 DATUM (NAVD 88) IN DUPAGE COUNTY, ILLINOIS.

SAID PARCELS CONTAINS 92,456 SQUARE FEET OR 2.122 ACRES MORE OR LESS.

Avigation Easement LOT 2

P.I.N. 01-32-105-006

THAT PART OF THE PROPERTY DESCRIBED IN DOCUMENT R2005-110596 RECORDED MAY 27TH, 2005, BEING LOT 2 IN POWIS COURT RESUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 29 AND 32 TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1996 AS DOCUMENT R96-46948, IN DUPAGE COUNTY, ILLINOIS. THE PARENT PARCEL OF THE AVIGATION EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, WITH AN ELEVATION OF 783.01, SAID POINT BEING THE POINT OF BEGINNING OF THE AVIGATION EASEMENT ABOVE THE FOLLOWING DESCRIBED INCLINE PLANE, HAVING A SLOPE OF 7 FEET TO 1 FOOT, AND PARALLEL TO A SOUTH 79 DEGREES 22 MINUTES 27 SECONDS EAST BEARING LINE; THENCE SOUTH 89 DEGREES 31 MINUTES 00 SECONDS EAST, 289.35 FEET ALONG THE NORTH LINE OF SAID LOT 2 ALSO BEING THE SOUTH LINE OF LOT 1 IN SAID POWIS COURT RESUBDIVISION, TO THE NORTHEAST CORNER OF SAID LOT 2 WITH AN ELEVATION OF 790.75, ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 25 MINUTES 53 SECONDS WEST, 53.80 FEET ALONG THE EAST LINE OF SAID LOT 2 ALSO BEING THE WEST LINE OF LOT 3 IN SAID POWIS COURT RESUBDIVISION WITH AN ELEVATION OF 782.72, TO A TRANSITION IN SURFACE SLOPES TO 34 FEET TO 1 FOOT SLOPE, SAID CONTOUR LINES BEING PERPENDICULAR TO RUNWAY 28 – 10 EXTENDED EAST. THENCE CONTINUING SOUTH 00 DEGREES 25 MINUTES 53 SECONDS WEST, 265.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2 ALSO BEING THE SOUTHWEST CORNER OF OUTLOT "A"; WITH AN ELEVATION OF 783.86; THENCE NORTH 89 DEGREES 29 MINUTES 55 SECONDS WEST, 290.58 FEET ALONG THE SOUTH LINE OF SAID LOT 2, TO THE SOUTHWEST CORNER OF LOT 2 AND THE EAST RIGHT OF WAY LINE OF POWIS ROAD, WITH AN ELEVATION OF 774.97; THENCE NORTH 00 DEGREES 39 MINUTES 08 SECONDS EAST, 256.95 FEET ALONG THE WEST LINE OF SAID LOT 2, TO A TRANSITION IN SURFACE SLOPES FROM 34 FEET TO 1 FOOT SLOPE, TO SAID CONTOUR LINES HAVING A SLOPE OF 7 FEET TO 1 FOOT, AND PARALLEL TO A SOUTH 79 DEGREES 22 MINUTES 27 SECONDS EAST BEARING LINE WITH AN ELEVATION OF 774.27; THENCE CONTINUING NORTH 00 DEGREES 39 MINUTES 08 SECONDS EAST, 62.12 FEET TO THE POINT OF BEGINNING, ALL AVIGATION EASEMENT ELEVATIONS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 DATUM (NAVD 88) IN DUPAGE COUNTY, ILLINOIS.

SAID PARCELS CONTAINS 92,531 SQUARE FEET OR 2.124 ACRES MORE OR LESS.

7:1 PARCEL = 16,776 SQUARE FEET OR 0.385 ACRES MORE OR LESS

34:1 PARCEL = 75,755 SQUARE FEET OR 1.739 ACRES MORE OR LESS

Avigation Easement LOT 3

P.I.N. 01-32-105-007

THAT PART OF THE PROPERTY DESCRIBED IN DOCUMENT R2005-110596 RECORDED MAY 27TH, 2005, BEING LOT 3 IN POWIS COURT RESUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 29 AND 32 TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1996 AS DOCUMENT R96-46948, IN DUPAGE COUNTY, ILLINOIS. THE PARENT PARCEL OF THE AVIGATION EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, WITH AN ELEVATION OF 835.14, SAID POINT BEING THE POINT OF BEGINNING OF THE AVIGATION EASEMENT ABOVE THE FOLLOWING DESCRIBED INCLINE PLANE, HAVING A SLOPE OF 7 FEET TO 1 FOOT, AND PARALLEL TO A SOUTH 79 DEGREES 22 MINUTES 27 SECONDS EAST BEARING LINE; THENCE SOUTH 89 DEGREES 34 MINUTES 07 SECONDS EAST, 252.55 FEET ALONG THE NORTH LINE OF SAID LOT 3 ALSO BEING THE SOUTH RIGHT OF WAY LINE OF POWIS COURT WITH AN ELEVATION OF 841.70; THENCE SOUTHEAST 271.68 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING OF SOUTH 72 DEGREES 54 MINUTES 10 SECONDS EAST 267.86 FEET, TO THE NORTHEAST CORNER OF LOT 3, WITH AN ELEVATION OF 837.39; THENCE SOUTH 00 DEGREES 25 MINUTES 53 SECONDS WEST, 257.53 FEET ALONG THE EAST LINE OF SAID LOT 3 TO AN ELEVATION OF 801.64; THENCE NORTH 89 DEGREES 29 MINUTES 35 SECONDS WEST, 217.41 FEET, WITH AN ELEVATION OF 796.18; THENCE SOUTH 42 DEGREES 05 MINUTES 45 SECONDS WEST, 43.76 FEET, WITH AN ELEVATION OF 790.39 TO A TRANSITION IN SURFACE SLOPES TO 34 FEET TO 1 FOOT SLOPE, SAID CONTOUR LINES BEING PERPENDICULAR TO RUNWAY 28 – 10 EXTENDED EAST; THENCE CONTINUING SOUTH 42 DEGREES 05 MINUTES 45 SECONDS WEST, 213.02 FEET, WITH AN ELEVATION OF 786.70; THENCE NORTH 89 DEGREES 31 MINUTES 54 SECONDS WEST, 121.05 FEET ALONG THE SOUTH LINE OF SAID LOT 3, TO THE SOUTHWEST CORNER OF SAID LOT 3, ALSO BEING ON THE EAST LINE OF LOT 2 IN SAID POWIS COURT; THENCE NORTH 00 DEGREES 25 MINUTES 53 SECONDS EAST, 151.75 FEET ALONG THE WEST LINE OF SAID LOT 3, TO A TRANSITION IN SURFACE SLOPES FROM 34 FEET TO 1 FOOT SLOPE, TO SAID CONTOUR LINES HAVING A SLOPE OF 7 FEET TO 1 FOOT, AND PARALLEL TO A SOUTH 79 DEGREES 22 MINUTES 27 SECONDS EAST BEARING LINE WITH AN ELEVATION OF 782.72; THENCE CONTINUING NORTH 00 DEGREES 25 MINUTES 53 SECONDS EAST, 374.06 FEET ALONG THE WEST LINE OF SAID LOT 3, TO THE NORTHWEST CORNER OF SAID LOT 3, AND THE POINT OF BEGINNING. ALL AVIGATION EASEMENT ELEVATIONS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 DATUM (NAVD 88) IN DUPAGE COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 203,371 SQUARE FEET OR 4.669 ACRES MORE OR LESS.

7:1 PARCEL = 173,804 SQUARE FEET OR 3.990 ACRES MORE OR LESS

34:1 PARCEL = 29,567 SQUARE FEET OR 0.679 ACRES MORE OR LESS

Avigation Easement OUTLOT "A"

P.I.N. 01-32-105-008

THAT PART OF THE PROPERTY DESCRIBED IN DOCUMENT R2005-110596 RECORDED MAY 27TH, 2005, BEING OUTLOT "A" IN POWIS COURT RESUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 29 AND 32 TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1996 AS DOCUMENT R96-46948, IN DUPAGE COUNTY, ILLINOIS. THE PARENT PARCEL OF THE AVIGATION EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT "A", WITH AN ELEVATION OF 837.39, SAID POINT BEING THE POINT OF BEGINNING OF THE AVIGATION EASEMENT ABOVE THE FOLLOWING DESCRIBED INCLINE PLANE, HAVING A SLOPE OF 7 FEET TO 1 FOOT, AND PARALLEL TO A SOUTH 79 DEGREES 22 MINUTES 27 SECONDS EAST BEARING LINE; THENCE SOUTHEAST 22.35 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING OF SOUTH 54 DEGREES 51 MINUTES 58 SECONDS EAST 22.35 FEET; THENCE SOUTH 53 DEGREES 29 MINUTES 42 SECONDS EAST, 14.39 FEET ALONG THE NORTH LINE OF SAID OUTLOT "A" ALSO BEING THE SOUTH RIGHT OF WAY LINE OF POWIS COURT WITH AN ELEVATION OF 835.17; THENCE SOUTH 00 DEGREES 25 MINUTES 53 SECONDS WEST, ALONG SAID EAST LINE 261.04 FEET, TO A TRANSITION IN SURFACE SLOPES TO 34 FEET TO 1 FOOT SLOPE, WITH AN ELEVATION OF 797.48, SAID CONTOUR LINES BEING PERPENDICULAR TO RUNWAY 28 - 10 EXTENDED EAST WITH A BEARING OF SOUTH 05 DEGREES 57 MINUTES 50 SECONDS WEST; THENCE CONTINUING SOUTH 00 DEGREES 25 MINUTES 53 SECONDS WEST, ALONG SAID EAST LINE 232.34 FEET, TO A TRANSITION IN SURFACE SLOPES FROM 34 FEET TO 1 FOOT SLOPE, WITH AN ELEVATION OF 799.12, TO 40 FEET TO 1 FOOT SLOPE, WITH AN ELEVATION OF 797.68, SAID CONTOUR LINES BEING PERPENDICULAR TO RUNWAY 28 - 10 EXTENDED EAST WITH A BEARING OF SOUTH 05 DEGREES 57 MINUTES 50 SECONDS WEST; THENCE CONTINUING SOUTH 00 DEGREES 25 MINUTES 53 SECONDS WEST, ALONG SAID EAST LINE 48.69 FEET, TO THE SOUTH LINE OF SAID OUTLOT "A" WITH AN ELEVATION OF 797.76; THENCE NORTH 89 DEGREES 29 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF SAID OUTLOT "A", 339.78 FEET, TO A LINE BEARING NORTH 05 DEGREES 57 MINUTES 51 SECONDS EAST, 24.05 FEET, SAID LINE BEING THE WEST TERMINUS OF THE 40 FEET TO 1 FOOT SURFACE, TO A TRANSITION IN SURFACE SLOPES TO 34 FEET TO 1 FOOT SLOPE, WITH AN ELEVATION OF 789.30; THENCE CONTINUING NORTH 89 DEGREES 29 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE OF OUTLOT "A", 199.38 FEET, TO THE SOUTHWEST CORNER OF SAID OUTLOT "A" ALSO BEING THE SOUTHEAST CORNER OF LOT 2 IN SAID POWIS COURT RESUBDIVISION, WITH AN ELEVATION OF 783.86; THENCE NORTH 00 DEGREES 25 MINUTES 53 SECONDS EAST, 113.61 FEET, TO THE MOST WESTERLY OF THE NORTHWEST CORNERS OF SAID OUTLOT "A" ALSO BEING THE SOUTHWEST CORNER OF LOT 3 IN SAID POWIS COURT RESUBDIVISION, WITH AN ELEVATION OF 783.15; THENCE

Avigation Easement OUTLOT "A"

P.I.N. 01-32-105-008

SOUTH 89 DEGREES 31 MINUTES 54 SECONDS EAST 121.05 FEET TO A BEND POINT WITH AN ELEVATION OF 786.70; THENCE NORTH 42 DEGREES 05 MINUTES 45 SECONDS EAST, 213.02 FEET, TO A TRANSITION IN SURFACE SLOPES FROM 34 FEET TO 1 FOOT SLOPE, WITH AN ELEVATION OF 790.39, TO 7 FEET TO 1 FOOT SLOPE SURFACE AND PARALLEL TO A SOUTH 79 DEGREES 22 MINUTES 27 SECONDS EAST BEARING LINE; THENCE CONTINUING NORTH 42 DEGREES 05 MINUTES 45 SECONDS EAST, 43.76 FEET TO A BEND POINT WITH AN ELEVATION OF 796.18; THENCE SOUTH 89 DEGREES 29 MINUTES 35 SECONDS EAST 217.41 FEET TO A BEND POINT WITH AN ELEVATION OF 801.64; THENCE NORTH 00 DEGREES 25 MINUTES 53 SECONDS EAST, 257.53 FEET, TO THE POINT OF BEGINNING. ALL AVIGATION EASEMENT ELEVATIONS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 DATUM (NAVD 88) IN DUPAGE COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 132,603 SQUARE FEET OR 3.044 ACRES MORE OR LESS.

7:1 PARCEL = 14,874 SQUARE FEET OR 0.341 ACRES MORE OR LESS

34:1 PARCEL = 105,445 SQUARE FEET OR 2.421 ACRES MORE OR LESS

40:1 PARCEL = 12,283 SQUARE FEET OR 0.282 ACRES MORE OR LESS

EXHIBIT D
AVIGATION EASEMENT

AVIGATION EASEMENT

- The Grantor, who is the owner of the real estate legally described in Exhibit 1, attached hereto (the “Subject Property”) 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 the Subject Property, as described on Exhibit 2, attached hereto.
- 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, as more particularly described and depicted on Group Exhibit 3 attached hereto, and commonly known as the DuPage Airport, 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 the Subject Property as described on Exhibit 2, attached hereto, 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 the Subject Property as described on Exhibit 2, attached hereto, 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.
- 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 shall cease to be used for public airport purposes.

EXHIBIT E
RESTRICTIVE USE COVENANT

RESTRICTIVE USE COVENANT

Declarant covenants and agrees that neither the whole nor any part of the Property shall be developed or used for any type of residential use whether single-family, multi-family or any other type of residential facilities. As a representative but non-inclusive list, the following are prohibited under this definition of residential facilities: Assisted Living Facility, Convent/Monastery, Day Care Home, Dwelling or Dwelling Unit of any type, Group Home, Hospice, Independent Living Facility or Nursing Home, along with any other like facilities.

ORDINANCE 2021-358

ORDINANCE AUTHORIZING THE NEGOTIATION FOR THE ACQUISITION OF AVIGATION RIGHTS AND RESTRICTIVE COVENANTS OVER CERTAIN PROPERTY COMMONLY KNOWN AS 1500 POWIS COURT, WEST CHICAGO, ILLINOIS 60185 FOR AIRPORT PURPOSES BY THE DuPAGE AIRPORT AUTHORITY

WHEREAS, the DuPage Airport Authority (“Authority”), DuPage County, Illinois is a duly authorized and existing Airport Authority under the laws of the State of Illinois; and

WHEREAS, the Statutes of the State of Illinois pertaining to such matters provide that Airport Authorities shall have the power to acquire lands for the purpose of, *inter alia*, maintenance, development, expansion, extension or improvement of any public airport or public airport facility, ensuring that there is no interference with location, expansion, development or improvement of the airport or with the safe approach thereto or takeoff therefrom by aircraft, or restrict the height of growth or structures that are within the vicinity or any airport or within the lines of an approach to an airport; and

WHEREAS, the Board of Commissioners of the Authority deem it advisable and in the public interest and welfare to acquire avigation easements and restrictive covenants over additional real estate near the boundaries of the Authority for the purpose of maintenance, development, expansion, extension or improvement of the DuPage Airport and facility, ensuring that there is no interference with location, expansion, development or improvement of the DuPage Airport or with the safe approach thereto or takeoff therefrom by aircraft, or restrict the height of growth or structures that are within the vicinity or the DuPage Airport or within the lines of an approach to the DuPage Airport; and

WHEREAS, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Authority has obtained a title commitment identifying the record title holder of the real estate described in the attached Exhibit “A”, to be Breit Industrial Canyon IL1W09 LLC, a copy of said title commitment being attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, the Board of Commissioners of the Authority, find that the avigation easement over the real estate as described in the attached Exhibit “C” should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Authority, find that the avigation easement shall be in the form substantially similar to that attached hereto as Exhibit “D”; and

WHEREAS, the Board of Commissioners of the Authority, find that a restrictive covenant over the real estate described in the attached Exhibit “A” should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Authority, find that the restrictive covenant shall be in the form substantially similar to that attached hereto as Exhibit “E”; and

WHEREAS, the Authority has determined a valuation for said the avigation easement and restrictive covenant over the parcel, which it believes to represent a fair amount to be offered to the owners of said property.

NOW, THEREFORE, be it ordained by the Board of Commissioners of the DuPage Airport Authority, an Airport Authority existing under the laws of the State of Illinois as follows:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

SECTION TWO: That it is necessary and desirable that the avigation easements and restrictive covenants over the real estate described in Exhibit “A” attached hereto, be acquired by the Authority for one or more of the purposes set forth.

SECTION THREE: That the Executive Director, his staff and the Authority’s attorneys be, and hereby are, authorized and directed to negotiate for the acquisition of the avigation easements and restrictive covenants described in Exhibits “D” and “E”, based on the appraisal information obtained on the subject real estate, and in accordance with the directives received from the Board of Commissioners of the DuPage Airport Authority.

SECTION FOUR: The Clerk for the Authority may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

ORDINANCE 2021-358

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PIN NO. 1-32-105-009

LOT 4 IN POWIS COURT RESUBDIVISION OF PART OF SECTIONS 29 AND 32, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED MARCH 22, 1996 AS DOCUMENT R96-046948, IN DU PAGE COUNTY, ILLINOIS.

EXHIBIT B
TITLE COMMITMENT

EXHIBIT C

LEGAL DESCRIPTION OF AVIGATION EASEMENT

Avigation Easement LOT 4

P.I.N. 01-32-105-009

THAT PART OF THE PROPERTY DESCRIBED IN DOCUMENT R2005-110596 RECORDED MAY 27TH, 2005, BEING LOT 4 IN POWIS COURT RESUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 29 AND 32 TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1996 AS DOCUMENT R96-46948, IN DUPAGE COUNTY, ILLINOIS. THE PARENT PARCEL OF THE AVIGATION EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4, WITH AN ELEVATION OF 835.17, SAID POINT BEING THE POINT OF BEGINNING OF THE AVIGATION EASEMENT ABOVE THE FOLLOWING DESCRIBED INCLINE PLANE, HAVING A SLOPE OF 7 FEET TO 1 FOOT, AND PARALLEL TO A SOUTH 79 DEGREES 22 MINUTES 27 SECONDS EAST BEARING LINE; THENCE SOUTH 53 DEGREES 29 MINUTES 42 SECONDS EAST, 334.88 FEET ALONG THE NORTH LINE OF SAID LOT 4 ALSO BEING THE SOUTH RIGHT OF WAY LINE OF POWIS COURT WITH AN ELEVATION OF 814.28; THENCE SOUTHEAST 60.14 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET AND A CHORD BEARING OF SOUTH 16 DEGREES 14 MINUTES 07 SECONDS EAST 58.31 FEET, TO A TRANSITION IN SURFACE SLOPES TO 34 FEET TO 1 FOOT SLOPE, WITH AN ELEVATION OF 806.87, SAID CONTOUR LINES BEING PERPENDICULAR TO RUNWAY 28 – 10 EXTENDED EAST WITH A BEARING OF SOUTH 05 DEGREES 57 MINUTES 50 SECONDS WEST; THENCE CONTINUING SOUTHEAST, 50.47 FEET ALONG A CURVE, TO THE LEFT HAVING A RADIUS OF 70.00 FEET AND A CHORD BEARING OF SOUTH 61 DEGREES 30 MINUTES 07 SECONDS EAST 49.38 FEET, TO THE EAST LINE OF SAID LOT 4, ALSO BEING THE WEST LINE OF LOT 5 IN SAID POWIS COURT RESUBDIVISION WITH AN ELEVATION OF 808.20; THENCE SOUTH 00 DEGREES 25 MINUTES 53 SECONDS WEST, ALONG SAID EAST LINE 193.24 FEET, TO A TRANSITION IN SURFACE SLOPES FROM 34 FEET TO 1 FOOT SLOPE, WITH AN ELEVATION OF 808.74, TO 40 FEET TO 1 FOOT SLOPE, WITH AN ELEVATION OF 805.81, SAID CONTOUR LINES BEING PERPENDICULAR TO RUNWAY 28 – 10 EXTENDED EAST WITH A BEARING OF SOUTH 05 DEGREES 57 MINUTES 50 SECONDS WEST; THENCE CONTINUING SOUTH 00 DEGREES 25 MINUTES 53 SECONDS WEST, 72.95 FEET, WITH AN ELEVATION OF 805.99 BEING THE SOUTHEAST CORNER OF SAID LOT 4 ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH 89 DEGREES 29 MINUTES 55 SECONDS WEST, 330.97 FEET ALONG THE SOUTH LINE OF SAID LOT 4, TO THE SOUTHWEST CORNER OF SAID LOT 4 WITH AN ELEVATION OF 797.76, ALSO BEING THE SOUTHEAST CORNER OF OUTLOT "A" IN SAID POWIS COURT SUBDIVISION; THENCE NORTH 00 DEGREES 25 MINUTES 53 SECONDS EAST, 48.69 FEET ALONG THE WEST LINE OF SAID LOT 4, TO A TRANSITION IN SURFACE SLOPES FROM 40 FEET TO 1 FOOT SLOPE WITH AN ELEVATION OF 797.68, TO SAID CONTOUR LINES HAVING A SLOPE OF 34 FEET TO 1 FOOT WITH AN ELEVATION OF 799.12; THENCE CONTINUING NORTH 00 DEGREES 25 MINUTES 53 SECONDS EAST, 232.34 FEET, ALONG THE 34 FOOT TO 1 FOOT SLOPE SURFACE TO A TRANSITION IN SURFACE SLOPES FROM 34 FEET TO 1

Avigation Easement LOT 4

P.I.N. 01-32-105-009

FOOT SLOPE, TO SAID CONTOUR LINES HAVING A SLOPE OF 7 FEET TO 1 FOOT, AND PARALLEL TO A SOUTH 79 DEGREES 22 MINUTES 27 SECONDS EAST BEARING LINE WITH AN ELEVATION OF 797.48; THENCE CONTINUING NORTH 00 DEGREES 25 MINUTES 53 SECONDS EAST, 261.04 FEET, ALONG SAID WEST LINE OF LOT 4, TO THE POINT OF BEGINNING ALL AVIGATION EASEMENT ELEVATIONS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 DATUM (NAVD 88) IN DUPAGE COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 137,092 SQUARE FEET OR 3.147 ACRES MORE OR LESS.

7:1 PARCEL = 43,173 SQUARE FEET OR 0.991 ACRES MORE OR LESS

34:1 PARCEL = 73,789 SQUARE FEET OR 1.694 ACRES MORE OR LESS

40:1 PARCEL = 20,130 SQUARE FEET OR 0.462 ACRES MORE OR LESS

EXHIBIT D
AVIGATION EASEMENT

AVIGATION EASEMENT

- The Grantor, who is the owner of the real estate legally described in Exhibit 1, attached hereto (the “Subject Property”) 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 the Subject Property, as described on Exhibit 2, attached hereto.
- 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, as more particularly described and depicted on Group Exhibit 3 attached hereto, and commonly known as the DuPage Airport, 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 the Subject Property as described on Exhibit 2, attached hereto, 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 the Subject Property as described on Exhibit 2, attached hereto, 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.
- 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 shall cease to be used for public airport purposes.

EXHIBIT E
RESTRICTIVE USE COVENANT

RESTRICTIVE USE COVENANT

Declarant covenants and agrees that neither the whole nor any part of the Property shall be developed or used for any type of residential use whether single-family, multi-family or any other type of residential facilities. As a representative but non-inclusive list, the following are prohibited under this definition of residential facilities: Assisted Living Facility, Convent/Monastery, Day Care Home, Dwelling or Dwelling Unit of any type, Group Home, Hospice, Independent Living Facility or Nursing Home, along with any other like facilities.

ORDINANCE 2021-359

ORDINANCE AUTHORIZING THE NEGOTIATION FOR THE ACQUISITION OF AVIGATION RIGHTS AND RESTRICTIVE COVENANTS OVER CERTAIN PROPERTY COMMONLY KNOWN AS 345 KAUTZ ROAD, ST. CHARLES, IL 60174 FOR AIRPORT PURPOSES BY THE DuPAGE AIRPORT AUTHORITY

WHEREAS, the DuPage Airport Authority (“Authority”), DuPage County, Illinois is a duly authorized and existing Airport Authority under the laws of the State of Illinois; and

WHEREAS, the Statutes of the State of Illinois pertaining to such matters provide that Airport Authorities shall have the power to acquire lands for the purpose of, *inter alia*, maintenance, development, expansion, extension or improvement of any public airport or public airport facility, ensuring that there is no interference with location, expansion, development or improvement of the airport or with the safe approach thereto or takeoff therefrom by aircraft, or restrict the height of growth or structures that are within the vicinity or any airport or within the lines of an approach to an airport; and

WHEREAS, the Board of Commissioners of the Authority deem it advisable and in the public interest and welfare to acquire avigation easements and restrictive covenants over additional real estate near the boundaries of the Authority for the purpose of maintenance, development, expansion, extension or improvement of the DuPage Airport and facility, ensuring that there is no interference with location, expansion, development or improvement of the DuPage Airport or with the safe approach thereto or takeoff therefrom by aircraft, or restrict the height of growth or structures that are within the vicinity or the DuPage Airport or within the lines of an approach to the DuPage Airport; and

WHEREAS, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Authority has obtained a title commitment identifying the record title holder of the real estate described in the attached Exhibit “A”, to be JMJ Global Properties, LLC, a copy of said title commitment being attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, the Board of Commissioners of the Authority, find that the avigation easement over the real estate as described in the attached Exhibit “C” should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Authority, find that the avigation easement shall be in the form substantially similar to that attached hereto as Exhibit “D”; and

WHEREAS, the Board of Commissioners of the Authority, find that a restrictive covenant over the real estate described in the attached Exhibit “A” should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Authority, find that the restrictive covenant shall be in the form substantially similar to that attached hereto as Exhibit “E”; and

WHEREAS, the Authority has determined a valuation for said the avigation easement and restrictive covenant over the parcel, which it believes to represent a fair amount to be offered to the owners of said property.

NOW, THEREFORE, be it ordained by the Board of Commissioners of the DuPage Airport Authority, an Airport Authority existing under the laws of the State of Illinois as follows:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

SECTION TWO: That it is necessary and desirable that the avigation easements and restrictive covenants over the real estate described in Exhibit “A” attached hereto, be acquired by the Authority for one or more of the purposes set forth.

SECTION THREE: That the Executive Director, his staff and the Authority’s attorneys be, and hereby are, authorized and directed to negotiate for the acquisition of the avigation easements and restrictive covenants described in Exhibits “D” and “E”, based on the appraisal information obtained on the subject real estate, and in accordance with the directives received from the Board of Commissioners of the DuPage Airport Authority.

SECTION FOUR: The Clerk for the Authority may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

ORDINANCE 2021-359

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PIN NO. 9-25-476-017

**LOT 1 OF UNIT NO. 1-E THE ST. CHARLES ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL
MANUFACTURING DISTRICT, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.**

EXHIBIT B
TITLE COMMITMENT

EXHIBIT C

LEGAL DESCRIPTION OF AVIGATION EASEMENT

Avigation Easement LOT 1

(J1)

P.I.N. 09-25-476-017

THAT PART OF THE PROPERTY DESCRIBED IN DEED DOCUMENT 2017K064931 RECORDED DECEMBER 13TH, 2017, BEING LOT 1 OF UNIT 1-E, THE ST. CHARLES, ILLINOIS INDUSTRIAL DEVELOPMENT OF CENTRAL MANUFACTURING DISTRICT IN SECTION 25 AND 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1983 AS DOCUMENT 1645499, IN KANE COUNTY, ILLINOIS. THE PARENT PARCEL OF THE AVIGATION EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, WITH AN ELEVATION OF 816.67, SAID POINT BEING THE POINT OF BEGINNING OF THE AVIGATION EASEMENT ABOVE THE FOLLOWING DESCRIBED INCLINE PLANE, HAVING A SLOPE OF 7 FEET TO 1 FOOT, AND PARALLEL TO A SOUTH 83 DEGREES 27 MINUTES 48 SECONDS EAST BEARING LINE; THENCE SOUTH 84 DEGREES 04 MINUTES 27 SECONDS EAST, 728.88 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1, WITH AN ELEVATION OF 817.78, ALSO BEING THE WEST RIGHT OF WAY LINE OF KAUTZ AVENUE; THENCE SOUTH 00 DEGREES 14 MINUTES 54 SECONDS EAST, 309.48 FEET ALONG THE EAST LINE OF SAID LOT 1 ALSO BEING THE WEST LINE OF SAID KAUTZ AVENUE TO A TRANSITION IN SURFACE SLOPES TO 50 FEET TO 1 FOOT SLOPE, WITH AN ELEVATION OF 773.88, SAID CONTOUR LINES BEING PERPENDICULAR TO RUNWAY 10 – 28 EXTENDED WEST WITH A BEARING OF SOUTH 05 DEGREES 57 MINUTES 50 SECONDS WEST; THENCE CONTINUING SOUTH 00 DEGREES 14 MINUTES 54 SECONDS EAST, 63.65 FEET ALONG THE EAST LINE OF SAID LOT 1 ALSO BEING THE WEST LINE OF SAID KAUTZ AVENUE TO THE SOUTHEAST CORNER OF SAID LOT 1, ALSO BEING THE NORTHEAST CORNER OF LECHLER'S RESUBDIVISION WITH AN ELEVATION OF 773.74; THENCE NORTH 84 DEGREES 04 MINUTES 05 SECONDS WEST, 769.07 FEET ALONG THE SOUTH LINE OF SAID LOT 1, ALSO BEING THE NORTH LINE OF SAID LECHLER'S RESUBDIVISION WITHIN THE 50 FOOT TO 1 FOOT INCLINE PLANE TO THE SOUTHWEST CORNER OF SAID LOT 1, ALSO BEING THE NORTHWEST CORNER OF SAID LECHLER'S RESUBDIVISION, WITH AN ELEVATION OF 789.12; THENCE NORTH 05 DEGREES 56 MINUTES 11 SECONDS EAST, 178.04 FEET, ALONG THE LINE OF SAID LOT 1 TO A TRANSITION IN SURFACE SLOPES FROM 50 FEET TO 1 FOOT SLOPE, TO CONTOUR LINES HAVING A SLOPE OF 7 FEET TO 1 FOOT, AND PARALLEL TO A SOUTH 83 DEGREES 27 MINUTES 48 SECONDS EAST BEARING LINE WITH AN ELEVATION OF 789.12; THENCE CONTINUING NORTH 05 DEGREES 56 MINUTES 11 SECONDS EAST, 192.84 FEET, ALONG THE EAST LINE OF SAID LOT 1, WITHIN THE 7 FOOT TO 1 FOOT INCLINE PLANE TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING, ALL AVIGATION EASEMENT ELEVATIONS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 DATUM (NAVD 88) IN DUPAGE COUNTY, ILLINOIS.

Avigation Easement LOT 1

(J1)

P.I.N. 09-25-476-017

SAID PARCELS CONTAINS 277,808 SQUARE FEET OR 6.377 ACRES MORE OR LESS.

7:1 PARCEL = 185,625 SQUARE FEET OR 4.261 ACRES MORE OR LESS

50:1 PARCEL = 92,184 SQUARE FEET OR 2.116 ACRES MORE OR LESS

EXHIBIT D
AVIGATION EASEMENT

AVIGATION EASEMENT

- The Grantor, who is the owner of the real estate legally described in Exhibit 1, attached hereto (the "Subject Property") 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 the Subject Property, as described on Exhibit 2, attached hereto.
- 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, as more particularly described and depicted on Group Exhibit 3 attached hereto, and commonly known as the DuPage Airport, 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 the Subject Property as described on Exhibit 2, attached hereto, 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 the Subject Property as described on Exhibit 2, attached hereto, 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.
- 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 shall cease to be used for public airport purposes.

EXHIBIT E
RESTRICTIVE USE COVENANT

RESTRICTIVE USE COVENANT

Declarant covenants and agrees that neither the whole nor any part of the Property shall be developed or used for any type of residential use whether single-family, multi-family or any other type of residential facilities. As a representative but non-inclusive list, the following are prohibited under this definition of residential facilities: Assisted Living Facility, Convent/Monastery, Day Care Home, Dwelling or Dwelling Unit of any type, Group Home, Hospice, Independent Living Facility or Nursing Home, along with any other like facilities.

ORDINANCE 2021-360

ORDINANCE AUTHORIZING THE NEGOTIATION FOR THE ACQUISITION OF AVIGATION RIGHTS AND RESTRICTIVE COVENANTS OVER CERTAIN PROPERTY COMMONLY KNOWN AS 445 KAUTZ ST., ST. CHARLES, IL 60174 FOR AIRPORT PURPOSES BY THE DuPAGE AIRPORT AUTHORITY

WHEREAS, the DuPage Airport Authority (“Authority”), DuPage County, Illinois is a duly authorized and existing Airport Authority under the laws of the State of Illinois; and

WHEREAS, the Statutes of the State of Illinois pertaining to such matters provide that Airport Authorities shall have the power to acquire lands for the purpose of, *inter alia*, maintenance, development, expansion, extension or improvement of any public airport or public airport facility, ensuring that there is no interference with location, expansion, development or improvement of the airport or with the safe approach thereto or takeoff therefrom by aircraft, or restrict the height of growth or structures that are within the vicinity or any airport or within the lines of an approach to an airport; and

WHEREAS, the Board of Commissioners of the Authority deem it advisable and in the public interest and welfare to acquire avigation easements and restrictive covenants over additional real estate near the boundaries of the Authority for the purpose of maintenance, development, expansion, extension or improvement of the DuPage Airport and facility, ensuring that there is no interference with location, expansion, development or improvement of the DuPage Airport or with the safe approach thereto or takeoff therefrom by aircraft, or restrict the height of growth or structures that are within the vicinity or the DuPage Airport or within the lines of an approach to the DuPage Airport; and

WHEREAS, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Authority has obtained title commitments identifying the record title holder of the real estate described in the attached Exhibit “A”, to be Lechler, Inc., a copy of said title commitments being attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, the Board of Commissioners of the Authority, find that the avigation easement over the real estate as described in the attached Exhibit “C” should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Authority, find that the avigation easement shall be in the form substantially similar to that attached hereto as Exhibit “D”; and

WHEREAS, the Board of Commissioners of the Authority, find that a restrictive covenant over the real estate described in the attached Exhibit “A” should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Authority, find that the restrictive covenant shall be in the form substantially similar to that attached hereto as Exhibit “E”; and

WHEREAS, the Authority has determined a valuation for said the avigation easement and restrictive covenant over the parcel, which it believes to represent a fair amount to be offered to the owners of said property.

NOW, THEREFORE, be it ordained by the Board of Commissioners of the DuPage Airport Authority, an Airport Authority existing under the laws of the State of Illinois as follows:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

SECTION TWO: That it is necessary and desirable that the avigation easements and restrictive covenants over the real estate described in Exhibit “A” attached hereto, be acquired by the Authority for one or more of the purposes set forth.

SECTION THREE: That the Executive Director, his staff and the Authority’s attorneys be, and hereby are, authorized and directed to negotiate for the acquisition of the avigation easements and restrictive covenants described in Exhibits “D” and “E”, based on the appraisal information obtained on the subject real estate, and in accordance with the directives received from the Board of Commissioners of the DuPage Airport Authority.

SECTION FOUR: The Clerk for the Authority may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

ORDINANCE 2021-360

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PIN NO. 9-25-476-019

LOT 3 OF UNIT NO. 1-E THE ST. CHARLES ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PIN NO. 9-25-476-022

LOT 1 IN LECHLER'S RESUBDIVISION OF LOTS 2 AND 4 IN UNIT NUMBER 1-E, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF A PART OF LOTS 24 AND 29 IN UNIT NUMBER 1, THE "ST. CHARLES" ILLINOIS, INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT IN SECTIONS 25 AND 36, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A PART OF LOTS 8 AND 9 IN UNIT NUMBER 1-B, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF A PART OF EACH OF LOTS 25, 26 AND 29 IN UNIT NUMBER 1, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT AFORESAID.

EXHIBIT B
TITLE COMMITMENTS

EXHIBIT C

LEGAL DESCRIPTION OF AVIGATION EASEMENT

Avigation Easement LOT 3 and LOT 1

(J2)

P.I.N. 09-25-476-019, 09-25-476-022

THAT PART OF THE PROPERTY DESCRIBED IN DOCUMENT 2008K072066 RECORDED SEPTEMBER 12TH, 2008, BEING LOT 3 OF UNIT 1-E, THE ST. CHARLES, ILLINOIS INDUSTRIAL DEVELOPMENT OF CENTRAL MANUFACTURING DISTRICT IN SECTION 25 AND 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1983 AS DOCUMENT 1645499, IN KANE COUNTY, ILLINOIS. ALSO LOT 1 IN LECHLER'S RESUBDIVISION OF LOTS 2 AND 4 IN UNIT 1-E, THE ST. CHARLES, ILLINOIS INDUSTRIAL DEVELOPMENT OF CENTRAL MANUFACTURING DISTRICT IN SECTION 25 AND 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1988 AS DOCUMENT 1941472, IN KANE COUNTY, ILLINOIS. THE PARENT PARCELS OF THE AVIGATION EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, WITH AN ELEVATION OF 781.50, SAID POINT BEING THE POINT OF BEGINNING OF THE AVIGATION EASEMENT ABOVE THE FOLLOWING DESCRIBED INCLINE PLANE, HAVING A SLOPE OF 50 FEET TO 1 FOOT, SAID CONTOUR LINES BEING PERPENDICULAR TO RUNWAY 10 – 28 EXTENDED WEST WITH A BEARING OF SOUTH 05 DEGREES 57 MINUTES 50 SECONDS WEST; THENCE SOUTH 84 DEGREES 04 MINUTES 05 SECONDS EAST, 388.10 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1 ALSO BEING THE WEST RIGHT OF WAY LINE OF KAUTZ AVENUE, WITH AN ELEVATION OF 773.74; THENCE SOUTH 00 DEGREES 14 MINUTES 54 SECONDS EAST, 373.07 FEET ALONG THE EAST LINE OF SAID LOT 1 ALSO BEING THE WEST LINE OF SAID KAUTZ AVENUE, TO THE SOUTHEAST CORNER OF SAID LOT 1, ALSO BEING THE NORTHEAST CORNER OF SAID LOT 3, WITH AN ELEVATION OF 772.93; THENCE CONTINUING SOUTH 00 DEGREES 14 MINUTES 54 SECONDS EAST, 254.61 FEET ALONG THE EAST LINE OF SAID LOT 3 ALSO BEING THE WEST LINE OF SAID KAUTZ AVENUE, TO A BEND POINT WITH AN ELEVATION OF 772.38; THENCE SOUTH 00 DEGREES 21 MINUTES 27 SECONDS EAST, 85.35 FEET ALONG THE EAST LINE OF SAID LOT 3 ALSO BEING THE WEST LINE OF SAID KAUTZ AVENUE, TO THE SOUTHEAST CORNER OF SAID LOT 3, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY OF OHIO AVENUE; THENCE NORTH 84 DEGREES 03 MINUTES 49 SECONDS WEST, 465.09 FEET ALONG THE SOUTH LINE OF SAID LOT 3, ALSO BEING THE NORTH LINE OF SAID OHIO AVENUE TO THE SOUTHWEST CORNER OF SAID LOT 3 WITH AN ELEVATION OF 781.49; THENCE NORTH 05 DEGREES 56 MINUTES 11 SECONDS EAST, 337.93 FEET, ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF SAID LOT 3, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 1 WITH AN ELEVATION OF 781.50; THENCE NORTH 05 DEGREES 56 MINUTES 11 SECONDS EAST, 370.91 FEET, ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, ALL AVIGATION EASEMENT ELEVATIONS ARE REFERENCED TO

Avigation Easement LOT 3 and LOT 1

(J2)

P.I.N. 09-25-476-019, 09-25-476-022

NORTH AMERICAN VERTICAL DATUM OF 1988 DATUM (NAVD 88) IN DUPAGE COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 302,344 SQUARE FEET OR 6.941 ACRES MORE OR LESS.

EXHIBIT D
AVIGATION EASEMENT

AVIGATION EASEMENT

- The Grantor, who is the owner of the real estate legally described in Exhibit 1, attached hereto (the “Subject Property”) 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 the Subject Property, as described on Exhibit 2, attached hereto.
- 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, as more particularly described and depicted on Group Exhibit 3 attached hereto, and commonly known as the DuPage Airport, 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 the Subject Property as described on Exhibit 2, attached hereto, 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 the Subject Property as described on Exhibit 2, attached hereto, 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.
- 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 shall cease to be used for public airport purposes.

EXHIBIT E
RESTRICTIVE USE COVENANT

RESTRICTIVE USE COVENANT

Declarant covenants and agrees that neither the whole nor any part of the Property shall be developed or used for any type of residential use whether single-family, multi-family or any other type of residential facilities. As a representative but non-inclusive list, the following are prohibited under this definition of residential facilities: Assisted Living Facility, Convent/Monastery, Day Care Home, Dwelling or Dwelling Unit of any type, Group Home, Hospice, Independent Living Facility or Nursing Home, along with any other like facilities.

ORDINANCE 2021-361

ORDINANCE AUTHORIZING THE NEGOTIATION FOR THE ACQUISITION OF AVIGATION RIGHTS AND RESTRICTIVE COVENANTS OVER CERTAIN PROPERTY LOCATED APPROXIMATELY SOUTH OF ILLINOIS AVENUE AND WEST OF KAUTZ ROAD FOR AIRPORT PURPOSES BY THE DuPAGE AIRPORT AUTHORITY

WHEREAS, the DuPage Airport Authority (“Authority”), DuPage County, Illinois is a duly authorized and existing Airport Authority under the laws of the State of Illinois; and

WHEREAS, the Statutes of the State of Illinois pertaining to such matters provide that Airport Authorities shall have the power to acquire lands for the purpose of, *inter alia*, maintenance, development, expansion, extension or improvement of any public airport or public airport facility, ensuring that there is no interference with location, expansion, development or improvement of the airport or with the safe approach thereto or takeoff therefrom by aircraft, or restrict the height of growth or structures that are within the vicinity or any airport or within the lines of an approach to an airport; and

WHEREAS, the Board of Commissioners of the Authority deem it advisable and in the public interest and welfare to acquire avigation easements and restrictive covenants over additional real estate near the boundaries of the Authority for the purpose of maintenance, development, expansion, extension or improvement of the DuPage Airport and facility, ensuring that there is no interference with location, expansion, development or improvement of the DuPage Airport or with the safe approach thereto or takeoff therefrom by aircraft, or restrict the height of growth or structures that are within the vicinity or the DuPage Airport or within the lines of an approach to the DuPage Airport; and

WHEREAS, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Authority has obtained a title commitment identifying the record title holder of the real estate described in the attached Exhibit “A”, to be the City of St. Charles, a copy of said title commitment being attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, the Board of Commissioners of the Authority, find that the avigation easement over the real estate as described in the attached Exhibit “C” should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Authority, find that the avigation easement shall be in the form substantially similar to that attached hereto as Exhibit “D”; and

WHEREAS, the Board of Commissioners of the Authority, find that a restrictive covenant over the real estate described in the attached Exhibit “A” should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Authority, find that the restrictive covenant shall be in the form substantially similar to that attached hereto as Exhibit “E”; and

WHEREAS, the Authority has determined a valuation for said the avigation easement and restrictive covenant over the parcel, which it believes to represent a fair amount to be offered to the owners of said property.

NOW, THEREFORE, be it ordained by the Board of Commissioners of the DuPage Airport Authority, an Airport Authority existing under the laws of the State of Illinois as follows:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

SECTION TWO: That it is necessary and desirable that the avigation easements and restrictive covenants over the real estate described in Exhibit “A” attached hereto, be acquired by the Authority for one or more of the purposes set forth.

SECTION THREE: That the Executive Director, his staff and the Authority’s attorneys be, and hereby are, authorized and directed to negotiate for the acquisition of the avigation easements and restrictive covenants described in Exhibits “D” and “E”, based on the appraisal information obtained on the subject real estate, and in accordance with the directives received from the Board of Commissioners of the DuPage Airport Authority.

SECTION FOUR: The Clerk for the Authority may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

ORDINANCE 2021-361

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PIN NO. 9-36-276-015

LOT 8 IN UNIT NO. 1-E THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF A PART OF LOTS 24 AND 29 IN UNIT NUMBER 1, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, IN SECTIONS 25 AND 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND A PART OF LOTS 8 AND 9, IN UNIT NUMBER 1-B, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF A PART OF HALF OF LOTS 25, 26 AND 29, IN UNIT NO. 1, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT, AFORESAID, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT B
TITLE COMMITMENT

EXHIBIT C

LEGAL DESCRIPTION OF AVIGATION EASEMENT

Avigation Easement LOT 8

(J6)

P.I.N. 09-36-276-015

THAT PART OF THE PROPERTY DESCRIBED IN DOCUMENT XXXXXXXX RECORDED XXXXXXXXXXXX , XXXX, BEING LOT 8 OF UNIT 1-E, THE ST. CHARLES, ILLINOIS INDUSTRIAL DEVELOPMENT OF CENTRAL MANUFACTURING DISTRICT IN SECTION 25 AND 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1983 AS DOCUMENT 1645499, IN KANE COUNTY, ILLINOIS. THE PARENT PARCELS OF THE AVIGATION EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8, WITH AN ELEVATION OF 772.05, THE POINT OF BEGINNING OF THE AVIGATION EASEMENT ABOVE THE FOLLOWING DESCRIBED INCLINE PLANE, HAVING A SLOPE OF 50 FEET TO 1 FOOT, SAID CONTOUR LINES BEING PERPENDICULAR TO RUNWAY 10 – 28 EXTENDED WEST WITH A BEARING OF SOUTH 05 DEGREES 57 MINUTES 50 SECONDS WEST; ALSO BEING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF OHIO AVENUE AND THE WEST RIGHT OF WAY OF KAUTZ AVENUE; THENCE SOUTH 00 DEGREES 19 MINUTES 04 SECONDS EAST, 445.44 FEET ALONG THE EAST LINE OF SAID LOT 8, ALSO BEING THE WEST RIGHT OF WAY LINE OF SAID KAUTZ AVENUE TO A TRANSITION IN SURFACE SLOPES FROM 50 FEET TO 1 FOOT SLOPE, TO CONTOUR LINES HAVING A SLOPE OF 7 FEET TO 1 FOOT, AND PARALLEL TO A SOUTH 84 DEGREES 36 MINUTES 31 SECONDS EAST BEARING LINE WITH AN ELEVATION OF 771.07; THENCE CONTINUING SOUTH 00 DEGREES 19 MINUTES 04 SECONDS EAST, 323.18 FEET, ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID LOT 8, ALSO BEING ON THE NORTH RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, WITH AN ELEVATION OF 817.01; THENCE NORTH 84 DEGREES 03 MINUTES 35 SECONDS WEST, 573.09 FEET ALONG SAID NORTH LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO THE SOUTHWEST CORNER OF SAID LOT 8, WITH AN ELEVATION OF 816.23; THENCE NORTH 05 DEGREES 55 MINUTES 44 SECONDS EAST, 240.79 FEET, ALONG THE WEST LINE OF SAID LOT 8 ALSO BEING THE EAST LINE OF LOT 7 IN SAID UNIT 1-E, THE ST. CHARLES, ILLINOIS INDUSTRIAL DEVELOPMENT OF CENTRAL MANUFACTURING DISTRICT TO A TRANSITION IN SURFACE SLOPES TO 50 FEET TO 1 FOOT SLOPE, WITH AN ELEVATION OF 781.83, SAID CONTOUR LINES BEING PERPENDICULAR TO RUNWAY 10 – 28 EXTENDED WEST WITH A BEARING OF SOUTH 05 DEGREES 57 MINUTES 50 SECONDS WEST; THENCE CONTINUING NORTH 05 DEGREES 55 MINUTES 44 SECONDS EAST, 523.21 FEET, ALONG SAID WEST LINE OF LOT 8 TO THE NORTHWEST CORNER OF SAID LOT 8 ALSO BEING THE NORTHEAST CORNER OF SAID LOT 7 WITH AN ELEVATION OF 781.84; THENCE SOUTH 84 DEGREES 03 MINUTES 49 SECONDS EAST, 489.45 FEET ALONG THE NORTH LINE OF SAID LOT 8 TO THE NORTHEAST CORNER OF SAID LOT 8 ALSO BEING THE WEST RIGHT OF WAY LINE OF KAUTZ AVENUE, TO THE POINT OF BEGINNING, ALL AVIGATION EASEMENT ELEVATIONS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 DATUM (NAVD 88) IN DUPAGE COUNTY, ILLINOIS.

Avigation Easement LOT 8

(J6)

P.I.N. 09-36-276-015

SAID PARCEL CONTAINS 405,900 SQUARE FEET OR 9.318 ACRES MORE OR LESS.

50:1 PARCEL = 249,083 SQUARE FEET OR 5.718 ACRES MORE OR LESS

7:1 PARCEL = 156,816 SQUARE FEET OR 3.600 ACRES MORE OR LESS

EXHIBIT D
AVIGATION EASEMENT

AVIGATION EASEMENT

- The Grantor, who is the owner of the real estate legally described in Exhibit 1, attached hereto (the “Subject Property”) 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 the Subject Property, as described on Exhibit 2, attached hereto.
- 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, as more particularly described and depicted on Group Exhibit 3 attached hereto, and commonly known as the DuPage Airport, 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 the Subject Property as described on Exhibit 2, attached hereto, 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 the Subject Property as described on Exhibit 2, attached hereto, 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.
- 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 shall cease to be used for public airport purposes.

EXHIBIT E
RESTRICTIVE USE COVENANT

RESTRICTIVE USE COVENANT

Declarant covenants and agrees that neither the whole nor any part of the Property shall be developed or used for any type of residential use whether single-family, multi-family or any other type of residential facilities. As a representative but non-inclusive list, the following are prohibited under this definition of residential facilities: Assisted Living Facility, Convent/Monastery, Day Care Home, Dwelling or Dwelling Unit of any type, Group Home, Hospice, Independent Living Facility or Nursing Home, along with any other like facilities.

ORDINANCE 2021-362

ORDINANCE AUTHORIZING THE NEGOTIATION FOR THE ACQUISITION OF AVIGATION RIGHTS AND RESTRICTIVE COVENANTS OVER CERTAIN PROPERTY COMMONLY KNOWN AS 3945 OHIO AVENUE, ST. CHARLES, ILLINOIS 60174 FOR AIRPORT PURPOSES BY THE DuPAGE AIRPORT AUTHORITY

WHEREAS, the DuPage Airport Authority (“Authority”), DuPage County, Illinois is a duly authorized and existing Airport Authority under the laws of the State of Illinois; and

WHEREAS, the Statutes of the State of Illinois pertaining to such matters provide that Airport Authorities shall have the power to acquire lands for the purpose of, *inter alia*, maintenance, development, expansion, extension or improvement of any public airport or public airport facility, ensuring that there is no interference with location, expansion, development or improvement of the airport or with the safe approach thereto or takeoff therefrom by aircraft, or restrict the height of growth or structures that are within the vicinity or any airport or within the lines of an approach to an airport; and

WHEREAS, the Board of Commissioners of the Authority deem it advisable and in the public interest and welfare to acquire avigation easements and restrictive covenants over additional real estate near the boundaries of the Authority for the purpose of maintenance, development, expansion, extension or improvement of the DuPage Airport and facility, ensuring that there is no interference with location, expansion, development or improvement of the DuPage Airport or with the safe approach thereto or takeoff therefrom by aircraft, or restrict the height of growth or structures that are within the vicinity or the DuPage Airport or within the lines of an approach to the DuPage Airport; and

WHEREAS, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Authority has obtained a title commitment identifying the record title holder of the real estate described in the attached Exhibit “A”, to be Ohio Avenue, LLC, a copy of said title commitment being attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, the Board of Commissioners of the Authority, find that the avigation easement over the real estate as described in the attached Exhibit “C” should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Authority, find that the avigation easement shall be in the form substantially similar to that attached hereto as Exhibit “D”; and

WHEREAS, the Board of Commissioners of the Authority, find that a restrictive covenant over the real estate described in the attached Exhibit “A” should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Authority, find that the restrictive covenant shall be in the form substantially similar to that attached hereto as Exhibit “E”; and

WHEREAS, the Authority has determined a valuation for said the avigation easement and restrictive covenant over the parcel, which it believes to represent a fair amount to be offered to the owners of said property.

NOW, THEREFORE, be it ordained by the Board of Commissioners of the DuPage Airport Authority, an Airport Authority existing under the laws of the State of Illinois as follows:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

SECTION TWO: That it is necessary and desirable that the avigation easements and restrictive covenants over the real estate described in Exhibit “A” attached hereto, be acquired by the Authority for one or more of the purposes set forth.

SECTION THREE: That the Executive Director, his staff and the Authority’s attorneys be, and hereby are, authorized and directed to negotiate for the acquisition of the avigation easements and restrictive covenants described in Exhibits “D” and “E”, based on the appraisal information obtained on the subject real estate, and in accordance with the directives received from the Board of Commissioners of the DuPage Airport Authority.

SECTION FOUR: The Clerk for the Authority may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

ORDINANCE 2021-362

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PIN NO. 9-36-276-034

PARCEL 1:

LOT 7 (EXCEPT THE EASTERLY 13.00 FEET OF THE WESTERLY 26 FEET OF THE NORTHERLY 85.00 FEET OF THE SOUTHERLY 120.00 FEET AND WESTERLY 13 FEET OF LOT 7, THE EASTERLY 13 FEET OF THE WESTERLY 26 FEET OF THE NORTHERLY 85 FEET OF THE SOUTHERLY 120 FEET OF LOT 7 AND THE SOUTHERLY 35 FEET OF THE WESTERLY 33 FEET (EXCEPT THE WESTERLY 13 FEET THEREOF) OF LOT 7); IN UNIT NUMBER 1-E, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF A PART OF LOTS 24 AND 29, IN UNIT NUMBER 1, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, IN SECTIONS 25 AND 36, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A PART OF LOTS 8 AND 9, IN UNIT NUMBER 1-B, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF A PART OF EACH OF LOTS 25, 26 AND 29, IN UNIT NUMBER 1, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT, AFORESAID, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT OF INGRESS AND EGRESS AS CREATED BY THAT CERTAIN PERMANENT INGRESS AND EGRESS AGREEMENT DATED AS OF AUGUST 28, 1996 RECORDED SEPTEMBER 3, 1996 AS DOCUMENT NO. 96K062927 OVER AND ACROSS THE WESTERLY 13.00 FEET OF LOT 7 AND ALSO THE NORTHERLY 22 FEET OF THE SOUTHERLY 35 FEET OF THE WESTERLY 33 FEET (EXCEPT THE WESTERLY 13 FEET THEREOF) OF SAID LOT 7 IN UNIT NO. 1-E, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF A PART OF LOTS 24 AND 29, IN UNIT NO. 1 IN THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF CENTRAL MANUFACTURING DISTRICT, IN SECTIONS 25 AND 36, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A PART OF LOTS 8 AND 9, IN UNIT NO. 1-B, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF A PART OF EACH OF LOTS 25, 26 AND 29, IN UNIT NO. 1, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT AFORESAID, IN KANE COUNTY, ILLINOIS.

EXHIBIT B
TITLE COMMITMENT

EXHIBIT C
LEGAL DESCRIPTION OF AVIGATION EASEMENT

Avigation Easement LOT 7

(J7)

P.I.N. 09-36-276-034

THAT PART OF THE PROPERTY DESCRIBED IN DOCUMENT XXXXXXXX RECORDED XXXXXXXXXXXX, XXXX, BEING LOT 7 EXCEPT THE WEST 13.00 FEET THEREOF AND ALSO EXCEPTING THE SOUTHERLY 35 FEET OF THE WESTERLY 33.00 FEET (EXCEPT THE WESTERLY 13 FEET THEREOF) OF SAID LOT 7 AND THE EASTERLY 13.00 FEET OF THE WESTERLY 26.00 FEET OF THE NORTHERLY 85 FEET OF THE SOUTHERLY 120 FEET OF SAID LOT 7 IN UNIT 1-E, THE ST. CHARLES, ILLINOIS INDUSTRIAL DEVELOPMENT OF CENTRAL MANUFACTURING DISTRICT IN SECTION 25 AND 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1983 AS DOCUMENT 1645499, IN KANE COUNTY, ILLINOIS. THE PARENT PARCELS OF THE AVIGATION EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7, WITH AN ELEVATION OF 789.12, THE POINT OF BEGINNING OF THE AVIGATION EASEMENT ABOVE THE FOLLOWING DESCRIBED INCLINE PLANE, HAVING A SLOPE OF 50 FEET TO 1 FOOT, SAID CONTOUR LINES BEING PERPENDICULAR TO RUNWAY 10 – 28 EXTENDED WEST WITH A BEARING OF SOUTH 05 DEGREES 57 MINUTES 50 SECONDS WEST; ALSO BEING THE SOUTH RIGHT OF WAY LINE OF OHIO AVENUE; THENCE SOUTH 05 DEGREES 55 MINUTES 44 SECONDS WEST, 523.21 FEET ALONG THE EAST LINE OF SAID LOT 7, ALSO BEING THE WEST LINE OF LOT 8 TO A TRANSITION IN SURFACE SLOPES FROM 50 FEET TO 1 FOOT SLOPE, TO CONTOUR LINES HAVING A SLOPE OF 7 FEET TO 1 FOOT, AND PARALLEL TO A SOUTH 84 DEGREES 36 MINUTES 31 SECONDS EAST BEARING LINE, AND AN ELEVATION OF 781.83; THENCE CONTINUING SOUTH 05 DEGREES 55 MINUTES 44 SECONDS WEST, 240.79 FEET, ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID LOT 7, ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, WITH AN ELEVATION OF 816.23; THENCE NORTH 84 DEGREES 03 MINUTES 35 SECONDS WEST, 507.00 FEET ALONG SAID NORTH LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, ALSO BEING THE SOUTH LINE OF SAID LOT 7, TO A POINT 33.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 7 (AS MEASURED ALONG SAID SOUTH LINE), WITH AN ELEVATION OF 815.53; THENCE NORTH 05 DEGREES 55 MINUTES 44 SECONDS EAST, 34.90 FEET, WITH AN ELEVATION OF 810.55; THENCE NORTH 84 DEGREES 03 MINUTES 49 SECONDS WEST, 7.00 FEET WITH AN ELEVATION OF 810.54; THENCE NORTH 05 DEGREES 55 MINUTES 44 SECONDS EAST, 85.00 FEET, WITH AN ELEVATION OF 798.40; THENCE NORTH 84 DEGREES 03 MINUTES 49 SECONDS WEST, 13.00 FEET TO A LINE 13.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF LOT 7 WITH AN ELEVATION OF 798.38; THENCE NORTH 05 DEGREES 55 MINUTES 44 SECONDS EAST, 42.07 FEET, ALONG SAID PARALLEL LINE, TO A TRANSITION IN SURFACE SLOPES TO 50 FEET TO 1 FOOT SLOPE, WITH AN ELEVATION OF 792.37, SAID CONTOUR LINES BEING PERPENDICULAR TO RUNWAY 10 – 28 EXTENDED WEST WITH A BEARING OF SOUTH 05 DEGREES 57 MINUTES 50 SECONDS WEST; THENCE

Avigation Easement LOT 7

(J7)

P.I.N. 09-36-276-034

CONTINUING NORTH 05 DEGREES 55 MINUTES 44 SECONDS EAST, 602.00 FEET, ALONG SAID PARALLEL LINE, TO THE NORTH LINE OF SAID LOT 7 ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SAID OHIO AVENUE WITH AN ELEVATION OF 792.38; THENCE SOUTH 84 DEGREES 03 MINUTES 49 SECONDS EAST, 527.00 FEET ALONG THE NORTH LINE OF SAID LOT 7 TO THE NORTHEAST CORNER OF SAID LOT 7 ALSO BEING THE SOUTH RIGHT OF WAY LINE OF OHIO AVENUE, AND THE POINT OF BEGINNING, ALL AVIGATION EASEMENT ELEVATIONS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 DATUM (NAVD 88) IN DUPAGE COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 400,817 SQUARE FEET OR 9.201 ACRES MORE OR LESS.

50:1 PARCEL = 296,492 SQUARE FEET OR 6.806 ACRES MORE OR LESS

7:1 PARCEL = 104,324 SQUARE FEET OR 2.395 ACRES MORE OR LESS

EXHIBIT D
AVIGATION EASEMENT

AVIGATION EASEMENT

- The Grantor, who is the owner of the real estate legally described in Exhibit 1, attached hereto (the “Subject Property”) 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 the Subject Property, as described on Exhibit 2, attached hereto.
- 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, as more particularly described and depicted on Group Exhibit 3 attached hereto, and commonly known as the DuPage Airport, 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 the Subject Property as described on Exhibit 2, attached hereto, 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 the Subject Property as described on Exhibit 2, attached hereto, 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.
- 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 shall cease to be used for public airport purposes.

EXHIBIT E
RESTRICTIVE USE COVENANT

RESTRICTIVE USE COVENANT

Declarant covenants and agrees that neither the whole nor any part of the Property shall be developed or used for any type of residential use whether single-family, multi-family or any other type of residential facilities. As a representative but non-inclusive list, the following are prohibited under this definition of residential facilities: Assisted Living Facility, Convent/Monastery, Day Care Home, Dwelling or Dwelling Unit of any type, Group Home, Hospice, Independent Living Facility or Nursing Home, along with any other like facilities.

ORDINANCE 2021-363

ORDINANCE AUTHORIZING THE NEGOTIATION FOR THE ACQUISITION OF AVIGATION RIGHTS AND RESTRICTIVE COVENANTS OVER CERTAIN PROPERTY COMMONLY KNOWN AS 3825 OHIO AVENUE, ST. CHARLES, ILLINOIS 60174 FOR AIRPORT PURPOSES BY THE DuPAGE AIRPORT AUTHORITY

WHEREAS, the DuPage Airport Authority (“Authority”), DuPage County, Illinois is a duly authorized and existing Airport Authority under the laws of the State of Illinois; and

WHEREAS, the Statutes of the State of Illinois pertaining to such matters provide that Airport Authorities shall have the power to acquire lands for the purpose of, *inter alia*, maintenance, development, expansion, extension or improvement of any public airport or public airport facility, ensuring that there is no interference with location, expansion, development or improvement of the airport or with the safe approach thereto or takeoff therefrom by aircraft, or restrict the height of growth or structures that are within the vicinity or any airport or within the lines of an approach to an airport; and

WHEREAS, the Board of Commissioners of the Authority deem it advisable and in the public interest and welfare to acquire avigation easements and restrictive covenants over additional real estate near the boundaries of the Authority for the purpose of maintenance, development, expansion, extension or improvement of the DuPage Airport and facility, ensuring that there is no interference with location, expansion, development or improvement of the DuPage Airport or with the safe approach thereto or takeoff therefrom by aircraft, or restrict the height of growth or structures that are within the vicinity or the DuPage Airport or within the lines of an approach to the DuPage Airport; and

WHEREAS, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Authority has obtained title commitments identifying the record title holder of the real estate described in the attached Exhibit “A”, to be Breit Industrial Canyon IL1W06 LLC, a copy of said title commitments being attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, the Board of Commissioners of the Authority, find that the avigation easement over the real estate as described in the attached Exhibit “C” should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Authority, find that the avigation easement shall be in the form substantially similar to that attached hereto as Exhibit “D”; and

WHEREAS, the Board of Commissioners of the Authority, find that a restrictive covenant over the real estate described in the attached Exhibit “A” should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Authority, find that the restrictive covenant shall be in the form substantially similar to that attached hereto as Exhibit “E”; and

WHEREAS, the Authority has determined a valuation for said the avigation easement and restrictive covenant over the parcel, which it believes to represent a fair amount to be offered to the owners of said property.

NOW, THEREFORE, be it ordained by the Board of Commissioners of the DuPage Airport Authority, an Airport Authority existing under the laws of the State of Illinois as follows:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

SECTION TWO: That it is necessary and desirable that the avigation easements and restrictive covenants over the real estate described in Exhibit “A” attached hereto, be acquired by the Authority for one or more of the purposes set forth.

SECTION THREE: That the Executive Director, his staff and the Authority’s attorneys be, and hereby are, authorized and directed to negotiate for the acquisition of the avigation easements and restrictive covenants described in Exhibits “D” and “E”, based on the appraisal information obtained on the subject real estate, and in accordance with the directives received from the Board of Commissioners of the DuPage Airport Authority.

SECTION FOUR: The Clerk for the Authority may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

ORDINANCE 2021-363

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PIN NO. 09-36-276-030; PIN NO. 09-36-276-032; PIN NO. 09-36-276-033

LOT 6, THE WEST 13.00 FEET OF LOT 7 AND THE SOUTHERLY 35 FEET OF THE WESTERLY 33.00 FEET (EXCEPT THE WESTERLY 13 FEET THEREOF) OF SAID LOT 7 AND THE EASTERLY 13.00 FEET OF THE WESTERLY 26.00 FEET OF THE NORTHERLY 85 FEET OF THE SOUTHERLY 120 FEET OF SAID LOT 7 IN UNIT NO. 1-E, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF PART OF LOTS 24 AND 29 IN UNIT NO. 1, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF CENTRAL MANUFACTURING DISTRICT, IN SECTIONS 25 AND 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF LOTS 8 AND 9, IN UNIT NO. 1-B, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT OF THE CENTRAL MANUFACTURING DISTRICT, BEING A SUBDIVISION OF PART OF EACH OF LOTS 25, 26 AND 29 IN UNIT NO. 1, THE "ST. CHARLES" ILLINOIS INDUSTRIAL DEVELOPMENT, AFORESAID, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT B
TITLE COMMITMENT

EXHIBIT C

LEGAL DESCRIPTION OF AVIGATION EASEMENT

Avigation Easement LOT 6

(J8)

P.I.N. 09-36-276-030, 09-36-276-032, 09-36-276-033

THAT PART OF THE PROPERTY DESCRIBED IN DEED DOCUMENT 2009K093293 RECORDED DECEMBER 17, 2009, BEING LOT 6, THE WEST 13.00 FEET OF LOT 7 AND THE SOUTHERLY 35 FEET OF THE WESTERLY 33.00 FEET (EXCEPT THE WESTERLY 13 FEET THEREOF) OF SAID LOT 7 AND THE EASTERLY 13.00 FEET OF THE WESTERLY 26.00 FEET OF THE NORTHERLY 85 FEET OF THE SOUTHERLY 120 FEET OF SAID LOT 7 IN UNIT 1-E, THE ST. CHARLES, ILLINOIS INDUSTRIAL DEVELOPMENT OF CENTRAL MANUFACTURING DISTRICT IN SECTION 25 AND 36, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1983 AS DOCUMENT 1645499, IN KANE COUNTY, ILLINOIS. THE PARENT PARCELS OF THE AVIGATION EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6, WITH AN ELEVATION OF 803.77, THE POINT OF BEGINNING OF THE AVIGATION EASEMENT ABOVE THE FOLLOWING DESCRIBED INCLINE PLANE, HAVING A SLOPE OF 50 FEET TO 1 FOOT, SAID CONTOUR LINES BEING PERPENDICULAR TO RUNWAY 10 – 28 EXTENDED WEST WITH A BEARING OF SOUTH 84 DEGREES 03 MINUTES 49 SECONDS EAST; THENCE SOUTH 84 DEGREES 03 MINUTES 49 SECONDS EAST, 569.86 FEET, ALONG THE NORTH LINE OF SAID LOT 6 ALSO BEING THE SOUTH RIGHT OF WAY LINE OF OHIO AVENUE, TO THE NORTHEAST CORNER OF THE WEST 13.00 FEET OF SAID LOT 7 WITH AN ELEVATION OF 792.38; THENCE SOUTH 05 DEGREES 55 MINUTES 44 SECONDS WEST, 602.00 FEET ALONG SAID EAST LINE OF THE WEST 13.00 FEET OF LOT 7 WITH AN ELEVATION OF 792.37 ALSO BEING A TRANSITION IN SURFACE SLOPES FROM 50 FEET TO 1 FOOT SLOPE, TO CONTOUR LINES HAVING A SLOPE OF 7 FEET TO 1 FOOT, AND PARALLEL TO A SOUTH 84 DEGREES 36 MINUTES 31 SECONDS EAST BEARING LINE; THENCE CONTINUING SOUTH 05 DEGREES 55 MINUTES 44 SECONDS WEST, 42.07 FEET, WITH AN ELEVATION OF 798.38; THENCE SOUTH 84 DEGREES 03 MINUTES 49 SECONDS EAST, 13.00 FEET, WITH AN ELEVATION OF 798.40; THENCE SOUTH 05 DEGREES 55 MINUTES 44 SECONDS WEST, 85.00 FEET, WITH AN ELEVATION OF 810.54; THENCE SOUTH 84 DEGREES 03 MINUTES 49 SECONDS EAST, 7.00 FEET, WITH AN ELEVATION OF 810.55; THENCE SOUTH 05 DEGREES 55 MINUTES 44 SECONDS WEST, 34.90 FEET, TO THE SOUTH LINE OF SAID LOT 7, ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY WITH AN ELEVATION OF 815.53; THENCE NORTH 84 DEGREES 03 MINUTES 35 SECONDS WEST, 573.09 FEET, ALONG THE SOUTH LINE OF SAID LOTS 6 AND 7, ALSO BEING SAID NORTH LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO THE SOUTHWEST CORNER OF SAID LOT 6, WITH AN ELEVATION OF 814.73; THENCE NORTH 05 DEGREES 55 MINUTES 44 SECONDS EAST, 76.73 FEET, ALONG THE WEST LINE OF SAID LOT 6 ALSO BEING THE EAST LINE OF LOT 9 IN UNIT 1-B, THE ST. CHARLES, ILLINOIS INDUSTRIAL DEVELOPMENT OF CENTRAL MANUFACTURING DISTRICT, TO A TRANSITION IN SURFACE SLOPES TO 50 FEET TO 1 FOOT SLOPE, WITH AN

Avigation Easement LOT 6

(J8)

P.I.N. 09-36-276-030, 09-36-276-032, 09-36-276-033

ELEVATION OF 803.76, SAID CONTOUR LINES BEING PERPENDICULAR TO RUNWAY 10 – 28 EXTENDED WEST WITH A BEARING OF SOUTH 05 DEGREES 57 MINUTES 50 SECONDS WEST; THENCE CONTINUING NORTH 05 DEGREES 55 MINUTES 44 SECONDS EAST, 687.20 FEET, ALONG SAID WEST LINE OF LOT 6 TO THE NORTHWEST CORNER OF SAID LOT 6 AND THE POINT OF BEGINNING, ALL AVIGATION EASEMENT ELEVATIONS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 DATUM (NAVD 88) IN DUPAGE COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 437,146 SQUARE FEET OR 10.036 ACRES MORE OR LESS.

50:1 PARCEL = 367,331 SQUARE FEET OR 8.433 ACRES MORE OR LESS

7:1 PARCEL = 69,815 SQUARE FEET OR 1.603 ACRES MORE OR LESS

EXHIBIT D
AVIGATION EASEMENT

AVIGATION EASEMENT

- The Grantor, who is the owner of the real estate legally described in Exhibit 1, attached hereto (the “Subject Property”) 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 the Subject Property, as described on Exhibit 2, attached hereto.
- 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, as more particularly described and depicted on Group Exhibit 3 attached hereto, and commonly known as the DuPage Airport, 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 the Subject Property as described on Exhibit 2, attached hereto, 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 the Subject Property as described on Exhibit 2, attached hereto, 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.
- 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 shall cease to be used for public airport purposes.

EXHIBIT E
RESTRICTIVE USE COVENANT

RESTRICTIVE USE COVENANT

Declarant covenants and agrees that neither the whole nor any part of the Property shall be developed or used for any type of residential use whether single-family, multi-family or any other type of residential facilities. As a representative but non-inclusive list, the following are prohibited under this definition of residential facilities: Assisted Living Facility, Convent/Monastery, Day Care Home, Dwelling or Dwelling Unit of any type, Group Home, Hospice, Independent Living Facility or Nursing Home, along with any other like facilities.

RESOLUTION 2021-2458

RESOLUTION AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT WITH THE EXECUTIVE DIRECTOR OF THE DUPAGE AIRPORT AUTHORITY

WHEREAS, the DuPage Airport Authority (the "Authority") is a duly authorized and existing Special District under the laws of the State of Illinois;

WHEREAS, Mark Doles has been employed since 1989 and the Authority appointed him as its Executive Director in 2019;

WHEREAS, Mark Doles has performed his duties in an exemplary manner throughout his tenure as Executive Director;

WHEREAS, the Authority believes that Mark Doles' strong and steady leadership is necessary to continue the progress and growth of the DuPage Airport; and

WHEREAS, the Board of Commissioners of the Authority deems it in the Authority's best interests that Mark Doles continue as Executive Director of the Authority and that the Authority enter into an Employment Agreement with Mark Doles to retain him as Executive Director for the next five years.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Airport Authority, that the Authority shall enter into the Employment Agreement with Mark Doles as Executive Director, in the form attached hereto as Exhibit 1, and authorizes the Chairman of the Authority to execute the Employment Agreement and take whatever steps necessary to enter into and effectuate the terms of the Employment Agreement on behalf of the Authority.

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

Karyn M. Charvat _____
Juan E. Chavez _____
Stephen L. Davis _____
Herbert A. Getz _____
Gina R. LaMantia _____

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 28th day of June, 2021.

CHAIRMAN

(ATTEST)

SECRETARY

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