



- b. Proposed Resolution 2021-2463; Award of Contract to Pelican Chemicals, Inc. for the Procurement of Sodium Formate Runway Deicing Material.**  
*Approves the procurement of up to 16 tons of Sodium Formate on an as-needed basis for the 2021/2022 winter season for an amount not-to-exceed \$24,141.12.*  
**FINANCE** **TAB# 5** **PAGE# 40**
  
- c. Proposed Resolution 2021-2464; Award of Contract to Nachurs Alpine Solutions Industrial for the Procurement of Potassium Acetate Runway Deicing Fluid.**  
*Approves the procurement of up to 8,800 gallons of Potassium Acetate on an as-needed basis for the 2021/2022 winter season for an amount not-to-exceed \$40,392.*  
**FINANCE** **TAB# 6** **PAGE# 44**
  
- d. Proposed Resolution 2021-2465; Award of Contract to Preform Traffic Control Systems, Ltd. for Pavement Marking Services.**  
*Approving a Contract with Preform Traffic Control Systems, LTD. for providing pavement marking services for the term of September 15, 2021 and ending on September 15, 2024 for a three (3) year cost not-to-exceed \$264,535.25.*  
**FINANCE** **TAB# 7** **PAGE# 48**
  
- e. Proposed Resolution 2021-2466; Award of Contract to Unified Construction Group, LLC for Flight Center Cantilever Deck Coating and Security Fencing.**  
*Award of Contract to Unified Construction Group, LLC for Flight Center Cantilever Deck Coating and Security Fencing. Total authorized construction cost not-to-exceed \$192,280, which includes a 10% owner's contingency.*  
**CAPITAL** **TAB# 8** **PAGE# 54**
  
- f. Proposed Resolution 2021-2467; Award of Contract to Futurity 19, Inc. for DuPage Airport Fuel Farm Painting Upgrades.**  
*Award of Contract to Futurity 19, Inc. for DuPage Airport Fuel Farm Painting Upgrades. Total authorized construction cost not-to-exceed \$59,840, which includes a 10% owner's contingency.*  
**CAPITAL** **TAB# 9** **PAGE# 59**

- g. Proposed Resolution 2021-2468; 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: Homerun Ductbank.**  
*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: Rehabilitate Airport Runways Homerun Ductbank. Total project cost of \$894,874.21, 100% Federal Cares Act funding.*  
**CAPITAL** **TAB# 10** **PAGE# 64**
- h. Proposed Resolution 2021-2469; Authorizing the Execution of a Construction Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Homerun Ductbank.**  
*Authorizing the Execution of a Construction Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Rehabilitate Airport Runways Homerun Ductbank. Not-to-exceed amount of \$102,418.12. 100% reimbursement from Federal Cares Act funding.*  
**CAPITAL** **TAB# 11** **PAGE# 67**
- i. Proposed Resolution 2021-2470; Authorizing the Execution of a Third Amendment to Vacant Land Purchase Agreement and Post-Closing Agreement with Midwest Industrial Funds, Inc. for the Sale and Purchase of an Approximately 23.75-acre Parcel of Land Owned by Airport Authority.**  
*Amends the terms of the Purchase Agreement with Midwest Industrial Funds, Inc. to deal with possible costs of connection to electricity at the Subject Property.*  
**CAPITAL** **TAB# 12** **PAGE# 70**
- j. Proposed Resolution 2021-2471; Approving the Development Plan of a 23.75 Acre Parcel in the DuPage Business Center for Midwest Industrial Funds, Inc.**  
**CAPITAL** **TAB# 13** **PAGE# 75**
- k. Proposed Resolution 2021-2472; Authorizing the Execution of Task Order No. 1 Wetland Assessment with Crawford, Murphy & Tilly, Inc. for the Project: Wetland Assessment and Management Plan.**  
*Approves the Task Order for Professional Services with Crawford, Murphy & Tilly, Inc. for a Wetland Assessment and Management Plan for a not-to-exceed amount of \$30,870.00*  
**CAPITAL** **TAB# 14** **PAGE# 76**

**l. Proposed Resolution 2021-2473; Authorizing the Execution of IGA No. 5878 with the State of Illinois for the Illinois State Police.**

*Approves an Intergovernmental Agreement between the State of Illinois and the DuPage Airport whereby the State will continue to lease hangar and office space for the Illinois State Police for the period of November 1, 2021 through October 31, 2026. The total lease payments over the term will be \$130,276.02*

**CAPITAL**

**TAB# 15 PAGE# 83**

**m. Proposed Resolution 2021-2474; Authorizing Payment Under a Non-Federal Reimbursable Agreement Between the Department of Transportation Federal Aviation Administration and the DuPage Airport Authority for Airport Traffic Control Services at the DuPage Air Traffic Control Tower for the Period Between October 1, 2021 and September 30, 2022**

*Approves an Agreement between the Federal Aviation Administration (FAA) and the DuPage Airport Authority whereby the FAA will provide staffing of the DuPage Air Traffic Control Tower From 10:00 PM to 6:00 AM for the period of October 1, 2021 through September 20, 2022. Total authorized cost of \$665,343.35*

**FINANCE**

**TAB# 16 PAGE# 86**

**9. RECESS TO EXECUTIVE SESSION FOR THE DISCUSSION OF PENDING, PROBABLE OR IMMINENT LITIGATION; EMPLOYEE MATTERS; THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE DUPAGE AIRPORT AUTHORITY; AND THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE DUPAGE AIRPORT AUTHORITY.**

**10. RECONVENE REGULAR SESSION**

**OTHER BUSINESS**

**a. Proposed Ordinance 2021-366; Ordinance Providing for the Acquisition through Settlement of an Avigation Easement and a Restrictive Covenant Over Certain Property Commonly Known as 1600 Powis Court, West Chicago, Illinois 60185 for Airport Purposes by the DuPage Airport Authority.**

**TAB# 17 PAGE# 94**

**b. Proposed Ordinance 2021-367; Ordinance Providing for the Acquisition through Negotiation or Condemnation of an Avigation Easement and a Restrictive Covenant Over Certain Property Commonly Known as 3945 Ohio Avenue, St. Charles, Illinois 60174 for Airport Purposes by the DuPage Airport Authority.**

**TAB# 18      PAGE# 180**

**c. Proposed Ordinance 2021-368; Ordinance Providing for the Acquisition through Negotiation or Condemnation of an Avigation Easement and a Restrictive Covenant Over Certain Property Commonly Known as 345 Kautz Road, St. Charles, Illinois 60174 for Airport Purposes by the DuPage Airport Authority.**

**TAB# 19      PAGE# 214**

**d. Proposed Ordinance 2021-369; Ordinance Providing for the Acquisition through Negotiation or Condemnation of an Avigation Easement and a Restrictive Covenant Over Certain Property Commonly Known as 1500 Powis Court, West Chicago, Illinois 60185 for Airport Purposes by the DuPage Airport Authority.**

**TAB# 20      PAGE# 246**

**e. Proposed Ordinance 2021-370; Ordinance Providing for the Acquisition through Negotiation or Condemnation of an Avigation Easement and a Restrictive Covenant Over Certain Property Commonly Known as 3825 Ohio Avenue, St. Charles, Illinois 60174 for Airport Purposes by the DuPage Airport Authority.**

**TAB# 21      PAGE# 278**

**11. ADJOURNMENT**

**DuPAGE AIRPORT AUTHORITY  
REGULAR BOARD MEETING  
MONDAY, JUNE 28, 2021**

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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; Monday, June 28, 2021. Vice-Chairman LaMantia called the meeting to order at 3:05 p.m. and a quorum was present for the meeting.

**Commissioners Present:** Charvat, Getz, LaMantia, Ledonne, Posch, Sharp, Wagner.  
(Getz, Posch, Sharp attended the meeting remotely)

**Commissioners Absent:** Chavez, Davis

**DuPage Airport Authority Staff Present:** Mark Doles, Executive Director; Tom Cleveland, Director Operations and Facilities; Dan Barna, Operations and Capital Programs Manager; Brian DeCoudres, Flight Center General Manager; Robb Walker, Senior Account; Phil Luetkehans of Luetkehans, Brady, Garner and Armstrong LLC.; Kristine Klotz, Executive Assistant and Board Liaison. (Staff members were all physically present and observed the required social distancing requirements.)

**Others Remotely or in Attendance:** Stephen McLaughlin, Burns and McDonnell; Daniel Pape, CMT Engineers; Mark Moran, NAI Hiffman; Todd Merrihew, Jacobs; John Bullock, DuPage Aerospace Corporation; Kathryn Tatty, Scannell; Rob Kish, SmithGroup; Pat Schaner, Midwest Industrial; Brett Duffy, SpaceCo.

**Members of the Press:**

None

**PUBLIC COMMENT**

None

**APPROVAL OF MINUTES**

Vice-Chair LaMantia asked for additions or corrections to the minutes of the May 27, 2021 Regular Board Meeting and there were none. Commissioner Ledonne made a **MOTION** to approve the minutes of the May 27, 2021 Regular Board Meeting and Commissioner Wagner **seconded the motion**. The motion was passed unanimously by roll call vote (7-0).

**DIRECTOR'S REPORT**

Executive Director Doles reported on Flight Center fuel operations for the year are extremely strong, 100LL fuel is up 22.2% and Jet-A fuel is up 52.2%. The COVID impacted budget numbers are currently 46% for Jet-A and 22% for 100LL over budget. For the last three-months Jet-A has tracked above the five-year average pre-COVID. Locally based operations are tracking above average as well as transient customers that are operating 15 nautical miles outside of DuPage Airport.

Prairie Landing Golf Rounds for 2021 thus far totaling 10,954 compared to 7,397 in 2020. Executive Director Doles informed the Board that is a 48% increase year to date. Smaller sized weddings and banquets have taken place. A tent has been arranged, if or when state requirements change to accommodate events. The fuel sales and golf rounds remain strong for the DuPage Airport Authority and well above the budgeted numbers.

US Customs and Border Protection facility renovation is ongoing in the Flight Center. Executive Director Doles offered a tour of the renovation progress to the Board members that attended the meeting. Subcontract for access control and security system is on today's agenda for the Board of Commissioners to consider.

Maintenance Building Expansion precast erected, roofing installation is starting.

Executive Director Doles informed the Board that a discussion for a potential new lease agreement and a design contract for the vacant office space would take place in Executive Session. This build-to-suit office space is on the third floor of the Flight Center Building.

DuPage Aerospace is planning on an expansion to the current hangar facilities. The hangar was built over 20 years ago. This hangar expansion will add an additional 30-year ground lease with possible options. This is a major outside investment for DuPage Airport.

Pheasant Run Driving Range land release is under review by the Federal Aviation Administration. This process is taking longer than originally expected. Greco Development has submitted preliminary plans to the City of St. Charles. The plans hinge on utilizing the driving range property, that may require a lease agreement or fee simple to help facilitate the development.

Executive Director Doles remarked about Board approval on employee insurance brokerage. This item is on today's agenda for Board consideration.

It was announced that on 6/22/21 DuPage Airport, along with the other National Reliever airports in the county, will receive \$148,000 grant from the Federal Government due to COVID. The DuPage Airport Authority received \$157,000 in 2020 which was utilized to offset the Aircraft Rescue and Firefighting costs. O'Hare International Airport received \$400M, and Midway International Airport received \$80M thus far.

Electrical upgrade contracts that are presented to the Board today are 100% funded through the Federal Government COVID relief plan. Projects regarding taxiway and runway lighting systems are at zero cost the DuPage Airport Authority.

Staff is in the process of scheduling the 2022 Budget plan. Executive Director Doles expressed his desire to begin committee meetings shortly. First week in October the capital and operating plans will be finalized by staff. Middle of October staff will present the full capital and operating plan to the Finance Committee. This Budget plan will be presented to the Board of Commissioners at the November Board meeting. A public hearing is scheduled for 1/10/22.

Discussion followed.

## **REVIEW OF FINANCIAL STATEMENTS**

Executive Director Doles provided a review of the Financial Statements for May 2021 and discussion followed.

## **REPORT OF COMMITTEES**

### **Finance, Budget, and Audit Committee:**

Commissioner Ledonne reported the Finance, Budget and Audit Committee did not meet, no report given.

### **Capital Development, Leasing and Customer Fees:**

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

### **Internal Policy and Compliance Committee:**

Commissioner LaMantia advised the Internal Policy and Compliance Committee no report given.

### **Golf Committee:**

Commissioner Getz stated that the Golf 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. Mr. Moran informed the Board of Commissioners that there is a new group showing interest at the far east end of the DuPage Business Center.

Discussion followed.

## **OLD BUSINESS**

None

## **NEW BUSINESS**

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

*Approves an employee benefits insurance broker retainer agreement for the term of one (1) year, subject to three (3) one (1) year extensions.*

Executive Director Doles read into the record Proposed Resolution 2021-2444. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2021-2444; Appointing the Firm of Alliant Insurance Services, Inc. as Employee Benefits Insurance Broker. The **motion was seconded** by Commissioner Sharp. There was no further discussion, and the motion was passed by roll call vote (7-0).



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

*Approves a contract for roofing improvements at the Flight Center, Government Center and SE Ramp Hangar. Total authorized construction cost of \$1,192,626, which includes a 5% owner's contingency and \$6,000 allowance for removal and reinstallation of MEP facility attachments.* Executive Director Doles read into the record Proposed Resolution 2021-2445. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2021-2445; Approving the Contract to G.E. Riddiford Company, Inc. for Re-Roofing of DuPage Airport Authority Facilities. The **motion was seconded** by Commissioner Sharp. There was no further discussion, and the motion was passed by roll call vote (7-0).

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

*Approves a contract for installation of access control, surveillance and intrusion detection systems. Total authorized construction cost of \$68,970, which includes a 10% owner's contingency.* Executive Director Doles read into the record Proposed Resolution 2021-2446. A **MOTION** was made by Commissioner Ledonne to 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. The **motion was seconded** by Commissioner Sharp. There was no further discussion, and the motion was passed by roll call vote (7-0).

**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.**

*Approves participation in the Airport Improvement Program Project known as: Elevated fixture Grounding Updates. Project cost estimated to be \$482,146.31, 100% Federal funding by the CARES Act.*

Executive Director Doles read into the record Proposed Resolution 2021-2447. A **MOTION** was made by Commissioner Ledonne to 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. The **motion was seconded** by Commissioner Sharp. Brief discussion followed and the motion was passed by roll call vote (7-0).

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

*Approves construction observation for the Airport Improvement Program Project known as: Elevated Fixture Grounding Updates. Not-to-exceed amount of \$80,987.03, 100% reimbursable by Federal CARES Act funding.*

Executive Director Doles read into the record Proposed Resolution 2021-2448. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2021-2448; Authorizing the Execution of a Construction Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Know as: Elevated Fixture Grounding Updates. The **motion was seconded** by Commissioner Sharp. There was no further discussion, and the motion was passed by roll call vote (7-0).

**Proposed 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.**

*Approves a temporary construction easement for the installation of telecommunications and internet cables the provide Comcast service to 2722 International Drive.*

Executive Director Doles read into the record Proposed Resolution 2021-2449. A **MOTION** was made by Commissioner Ledonne to approve Proposed 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. The **motion was seconded** by Commissioner Sharp. Discussion followed, and the motion was passed by roll call vote (7-0).

**Proposed 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.**

*Approves a utility license agreement for telecommunications and internet cables that provide Comcast service to 2722 International Drive.*

Executive Director Doles read into the record Proposed Resolution 2021-2450. A **MOTION** was made by Commissioner Ledonne to approve Proposed 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. The **motion was seconded** by Commissioner Sharp. There was no further discussion, and the motion was passed by roll call vote (7-0).

**Proposed 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.**

*Approves a temporary construction easement for the installation of telecommunications and internet cables that provide Comcast service to 3N020 and 3N028 Powis Road.*

Executive Director Doles read into the record Proposed Resolution 2021-2451. A **MOTION** was made by Commissioner Ledonne to approve Proposed 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. The **motion was seconded** by Commissioner Sharp. Discussion followed, and the motion was passed by roll call vote (7-0).

**Proposed 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.**

*Approves a utility easement for telecommunications and internet cables that provide Comcast service to 3N020 and 3N028 Powis Road.*

Executive Director Doles read into the record Proposed Resolution 2021-2452. A **MOTION** was made by Commissioner Ledonne to approve Proposed 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. The **motion was seconded** by Commissioner Sharp. There was no further discussion, and the motion was passed by roll call vote (7-0).

**Proposed Resolution 2021-2453; Authorizing the Execution of Design Phase Task Order No. 44B with CH2M for the Project: Corporate Hangar Bridging Documents.**

*Approves Task Order No.44B with CH2M in the total amount Not-to-exceed \$226,435.04 to produce Bridging Documents in support of the process to construct a new hangar facility at DuPage Airport.*

Executive Director Doles read into the record Proposed Resolution 2021-2453. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2021-2453; Authorizing the Execution of Design Phase Task Order No. 44B with CH2M for the Project: Corporate Hangar Bridging Documents. The **motion was seconded** by Commissioner Sharp. Discussion followed, and the motion was passed by roll call vote (7-0).

**Proposed Resolution 2021-2454; Authorizing the Execution of Service Order No. 14 with Wight & Company for Professional Consulting Services Associated with Design for 3<sup>rd</sup> Floor Flight Center Tenant Improvements.**

*Approves Service Order No. 14 with Wight & Company in the amount of \$55,000 for the design of 3<sup>rd</sup> floor Flight Center tenant improvements.*

Executive Director Doles read into the record Proposed Resolution 2021-2454. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2021-2454; Authorizing the Execution of Service Order No. 14 with Wight & Company for Professional Consulting Services Associated with Design for 3<sup>rd</sup> Floor Flight Center Tenant Improvements. The **motion was seconded** by Commissioner Sharp. Discussion followed, and the motion was passed by roll call vote (6-0). Commissioner Wagner abstained.

**Proposed Resolution 2021-2455; Authorizing the Execution of a Land Lease Agreement with Anthony Base, LLC.**

*Approves a 30-year Land Lease Agreement with Anthony Base, LLC (DuPage Aerospace) to facilitate the construction of a 28,476 SF hangar addition.*

Executive Director Doles read into the record Proposed Resolution 2021-2455. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2021-2455; Authorizing the Execution of a Land Lease Agreement with Anthony Base, LLC. The **motion was seconded** by Commissioner Sharp. Discussion followed, and the motion was passed by roll call vote (7-0).

**Proposed Resolution 2021-2456; Authorizing the Execution of a Second Amendment to Vacant Land Purchase Agreement with Midwest Industrial Funds, Inc.**

*Approves Second Amendment to Vacant Land Sales Agreement with Midwest Industrial Funds, Inc. extending inspection Period through September 15, 2021.*

Executive Director Doles read into the record Proposed Resolution 2021-2456. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2021-2456; Authorizing the Execution of a Second Amendment to Vacant Land Purchase Agreement with Midwest Industrial Funds, Inc. The **motion was seconded** by Commissioner Sharp. Discussion followed, and the motion was passed by roll call vote (7-0).

**Proposed Resolution 2021-2457; Approving the Development Plan of Scannell Properties, LLC at 595 Innovation Drive.**

*Approves the development plan for Scannell at 595 Innovation Drive.*

Executive Director Doles read into the record Proposed Resolution 2021-2457. A **MOTION** was made by Commissioner Ledonne to approve Proposed Resolution 2021-2457; Approving the Development Plan of Scannell Properties, LLC at 595 Innovation Drive. The **motion was seconded** by Commissioner Sharp. Discussion followed, and the motion was passed by roll call vote (7-0).

**Proposed 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.**

*Amends the IGA with Crest Hill Investments, LLC to make certain minor amendments, including the name of the developer and the legal description of the property.*

Executive Director Doles read into record Proposed Ordinance 2021-356. A **MOTION** was made by Commissioner Ledonne to approve Proposed 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. The motion was seconded by Commissioner Sharp. There was no further discussion, and the **motion was passed** by a roll call vote (7-0).

**RECESS TO EXECUTIVE SESSION**

Commissioner Ledonne made a **MOTION** to recess to Executive Session for the discussion of pending, probable or imminent litigation; employee matters; the purchase or lease of real property for the use of the DuPage Airport Authority; and the setting of a price for sale or lease of property owned by the DuPage Airport Authority.

**OTHER BUSINESS**

**Proposed Ordinance 2021-357; 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.**

Executive Director Doles read into the record Proposed Ordinance 2021-357.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Ordinance 2021-357; 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.

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

**Proposed Ordinance 2021-358; 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.**

Executive Director Doles read into the record Proposed Ordinance 2021-358.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Ordinance 2021-358; 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.

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

**Proposed Ordinance 2021-359; 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.**

Executive Director Doles read into the record Proposed Ordinance 2021-359.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Ordinance 2021-359; 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.

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

**Proposed Ordinance 2021-360; Authorizing the Negotiation for the Acquisition of Avigation Rights and Restrictive Covenants Over Certain Property Commonly Known as 445 Kautz Road, St. Charles, Illinois 60174 for Airport Purposes by the DuPage Airport Authority.**

Executive Director Doles read into the record Proposed Ordinance 2021-360.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Ordinance 2021-360; Authorizing the Negotiation for the Acquisition of Avigation Rights and Restrictive Covenants Over Certain Property Commonly Known as 445 Kautz Road, St. Charles, Illinois 60174 for Airport Purposes by the DuPage Airport Authority.

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

**Proposed Ordinance 2021-361; 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.**

Executive Director Doles read into the record Proposed Ordinance 2021-361.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Ordinance 2021-361; 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.

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

**Proposed Ordinance 2021-362; 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.**

Executive Director Doles read into the record Proposed Ordinance 2021-362.

A **MOTION** was made by Commissioner Ledonne to approve Proposed Ordinance 2021-362; 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.

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

**Proposed Resolution 2021-2458; Authorizing the Execution of an Employment Agreement with the Executive Director of the DuPage Airport Authority.**

Executive Director Doles read into the record Proposed Resolution 2021-2458. A **MOTION** was made by Commissioner Ledonne to **MODIFY** Proposed Resolution 2021-2458; Authorizing the Execution of an Employment Agreement with the Executive Director of the DuPage Airport Authority amending the contract term and compensation. The **motion was seconded** by Commissioner Sharp. Discussion followed, and the motion was passed by roll call vote (7-0).

A **MOTION** was made by Commissioner Ledonne 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 4:49 p.m.

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Stephen L. Davis, Chairman

(ATTEST)

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Donald C. Sharp, Secretary

**DUPAGE AIRPORT AUTHORITY  
SPECIAL BOARD MEETING  
MONDAY, AUGUST 2, 2021**

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A Special Meeting of the Board of Commissioners of the DuPage Airport Authority convened at the Daniel L. Goodwin Flight Center Building, 2700 International Drive, West Chicago, Illinois, Third Floor Conference Room on Monday, August 2, 2021. Chairman Davis called the meeting to order at 8:00 a.m. and a quorum was present for the meeting. Chairman Davis asked Attorney Luetkehans to clarify the By-Laws of the DuPage Airport Authority. Attorney Luetkehans stated that Commissioners who are not physically present at the Board Meeting are unable to vote.

***Commissioners Present:*** Charvat, Chavez, Davis, Getz, Posch, Sharp, Wagner  
***Commissioners Absent:*** LaMantia, and Ledonne joined via TelSpan

***DuPage Airport Authority Staff Present:*** Mark Doles, Executive Director; Patrick Hoard, Director of Finance; Tom Cleveland, Director of Operations and Facilities; Dan Barna, Operations and Capital Program Manager, Kris Klotz, Executive Assistant and Board Liaison.

***Others in Attendance:*** Phil Luetkehans, Luetkehans, Brady, Garner & Armstrong LLC.

***Members of the Press:***  
None

**RECESS TO EXECUTIVE SESSION**  
Executive Session did not occur.

**NEW BUSINESS**

**Proposed Resolution 2021-2459; Approving the Execution of a Vacant Land Agreement with Patriot Developing Group, LLC.**

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

Executive Director Doles read into the record Proposed Resolution 2021-2459. A motion was made by Commissioner Sharp to approve Proposed Resolution 2020-2459; Approving the Execution of a Vacant Land Agreement with Patriot Developing Group, LLC. The **motion was seconded** by Commissioner Chavez. Discussion followed and the motion was passed by roll call vote (7-0).

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

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

Executive Director Doles read into the record Proposed Resolution 2021-2460. A motion was made by Commissioner Sharp to approve Proposed Resolution 2020-2460; Approving the Execution of a First Amendment to Purchase with Discovery Drive Investors II, LLC. The **motion was seconded** by Commissioner Chavez. Discussion followed and the motion was passed by roll call vote (7-0).

**Proposed Resolution 2021-2461; Approving the Execution of a First Amendment to Purchase Agreement with Scannell Properties, LLC.**

*Approval of the First Amendment to Vacant Land Purchase with Scannell Properties, LLC extending the inspection period under the Agreement from July 30, 2021.*

Executive Director Doles read into the record Proposed Resolution 2021-2461. A motion was made by Commissioner Sharp to approve Proposed Resolution 2020-2461; Approving the Execution of a First Amendment to Purchase Agreement with Scannell Properties, LLC. The **motion was seconded** by Commissioner Chavez and there was no further discussion. The motion was passed by roll call vote (7-0).

**Proposed Ordinance 2021-364; Approving the Execution of an Intergovernmental Agreement with the City of West Chicago, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary District 33, Community High School District 94 and Discovery Drive Investors II, L.L.C. in Regard to a Property Tax Investors II, L.L.C. Property.**

*Approves the granting of a tax abatement to Discovery Drive Investors II, L.L.C. Abatement is limited to \$4,000,000 over ten years.*

Executive Director Doles read into the record Proposed Ordinance 2021-364. A motion was made by Commissioner Posch to approve Proposed Ordinance 2021-364; Approving the Execution of an Intergovernmental Agreement with the City of West Chicago, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary District 33, Community High School District 94 and Discovery Drive Investors II, L.L.C. in Regard to a Property Tax Investors II, L.L.C. Property. The **motion was seconded** by Commissioner Sharp. Discussion followed and the motion was passed by roll call vote (7-0).

**Proposed Ordinance 2021-365; Providing for Real Estate Tax Abatement.**

*Approves submittal of the abatement in Ordinance 2021-364 to the County Clerks of DuPage County.*

Executive Director Doles read into the record Proposed Ordinance 2021-365. A motion was made by Commissioner Sharp to approve Proposed Ordinance 2021-365; Providing for Real Estate Tax Abatement. The **motion was seconded** by Commissioner Chavez and there was no further discussion. The motion was passed by roll call vote (7-0).



**OTHER BUSINESS**

None

A **MOTION** was made by Commissioner Sharp to adjourn the Special Meeting of the DuPage Airport Authority Board of Commissioners. The motion was seconded by Commissioner Chavez and **was passed** unanimously by voice vote; the meeting was adjourned at 8:14 a.m.

\_\_\_\_\_  
**Stephen L. Davis, Chairman**

(ATTEST)

\_\_\_\_\_  
**Donald C. Sharp, Secretary**

**Executive Director's Report – Highlights September 2021**

1. The DuPage Airport Authority was awarded the Distinguished Budget Presentation Award by the Government Finance Officers Association for the FY'21 Budget.
2. Airport Operations / Fuel / Prairie Landing Rounds data
3. DuPage Flight Center was proud to host Dream Flight on 9/7/2021. Dream Flight honors WWII veterans by providing a free flight in a Stearman aircraft. Flights are occurring at most of the Chicagoland airports and across the entire country.
4. In the last 60-days on the Airport, there are 10 additional single engine aircraft and five jet aircraft including a Gulfstream 650, Hawker 850XP and three Lear jets.
5. Pritzker development Phase II 42,27 acre parcel closed on 8/24/2021. Gross \$5,478,141.20, net to DAA \$5,362,502.21. This transaction included a credit to buyer of \$112,500 (as previously approved by the Board) for additional clay that was brought onsite to facilitate development.
6. DAA providing space for annual law enforcement driver training for numerous local agencies.
7. October 13 – 15, West Chicago Fire Protection District will be performing annual live fire training for their personnel on the Airport.
8. Customs and Border Protection Facility Renovations started 4/19/2021. On-going.
9. Maintenance Building Expansion – punch list meeting held 9/1/2021
10. Re-Roofing of the Flight Center, Government Center and SE Ramp hangar are on-going.
11. Pre-construction meeting held 9/3/2021 with the State and Contractor for the South Airport Fencing Project.
12. Pheasant Run Driving Range land release still under review by FAA.
13. Annual Snow and Ice Control Meeting with DAA and FAA staff on 10/7/2021.
14. 2022 Budget. Staff is reviewing and finalizing both Operating and Capital plans for presentation to the Finance Committee in mid-October.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

PRESENTED TO

**DuPage Airport Authority  
Illinois**

For the Fiscal Year Beginning

**January 01, 2021**

*Christopher P. Morill*

**Executive Director**



**The Government Finance Officers Association  
of the United States and Canada**

*presents this*

**CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION**

*to*

**Finance Department  
DuPage Airport Authority, Illinois**



*The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards.*

Executive Director

*Christopher P. Movill*

Date: **September 02, 2021**



**MONTHLY STATISTICS**

**August 2021**

	<u>Aug. '21</u>	<u>Aug. '20</u>	<u>'21 vs. '20</u>	<u>Aug. Percent Change</u>	<u>YTD 2021</u>	<u>YTD 2020</u>	<u>'21 vs. '20</u>	<u>Percent Change</u>
<b>FUEL</b>								
100LL	25,518	29,386	(3,868)	-13.2%	171,690	162,938	8,752	5.4%
Jet A	224,719	161,713	63,006	39.0%	1,632,739	1,072,552	560,187	52.2%
<b>Total Gallons</b>	<b>250,237</b>	<b>191,099</b>	<b>59,138</b>	<b>30.9%</b>	<b>1,804,429</b>	<b>1,235,490</b>	<b>568,939</b>	<b>46.0%</b>
<b>OPERATIONS</b>								
Local	5,225	8,512	(3,287)	-38.6%	39,842	49,696	(9,854)	-19.8%
Itinerant	5,735	5,790	(55)	-0.9%	38,644	32,957	5,687	17.3%
<b>Total Ops</b>	<b>10,960</b>	<b>14,302</b>	<b>(3,342)</b>	<b>-23.4%</b>	<b>78,486</b>	<b>82,653</b>	<b>(4,167)</b>	<b>-5.0%</b>



# DUPAGE AIRPORT AUTHORITY

## MONTHLY STATISTICS

July 2021

	<u>July '21</u>	<u>July '20</u>	<u>'21 vs. '20</u>	July Percent Change	<u>YTD 2021</u>	<u>YTD 2020</u>	<u>'21 vs. '20</u>	Percent Change
<b>FUEL</b>								
100LL	30,153	29,976	177	0.6%	146,172	133,552	12,620	9.4%
Jet A	209,741	143,867	65,874	45.8%	1,408,020	910,839	497,181	54.6%
<b>Total Gallons</b>	<b>239,894</b>	<b>173,843</b>	<b>66,051</b>	<b>38.0%</b>	<b>1,554,192</b>	<b>1,044,391</b>	<b>509,801</b>	<b>48.8%</b>

### OPERATIONS

Local	4,809	8,513	(3,704)	-43.5%	34,617	41,184	(6,567)	-15.9%
Itinerant	6,032	5,335	697	13.1%	32,909	27,167	5,742	21.1%
<b>Total Ops</b>	<b>10,841</b>	<b>13,848</b>	<b>(3,007)</b>	<b>-21.7%</b>	<b>67,526</b>	<b>68,351</b>	<b>(825)</b>	<b>-1.2%</b>

### REGIONAL OPS

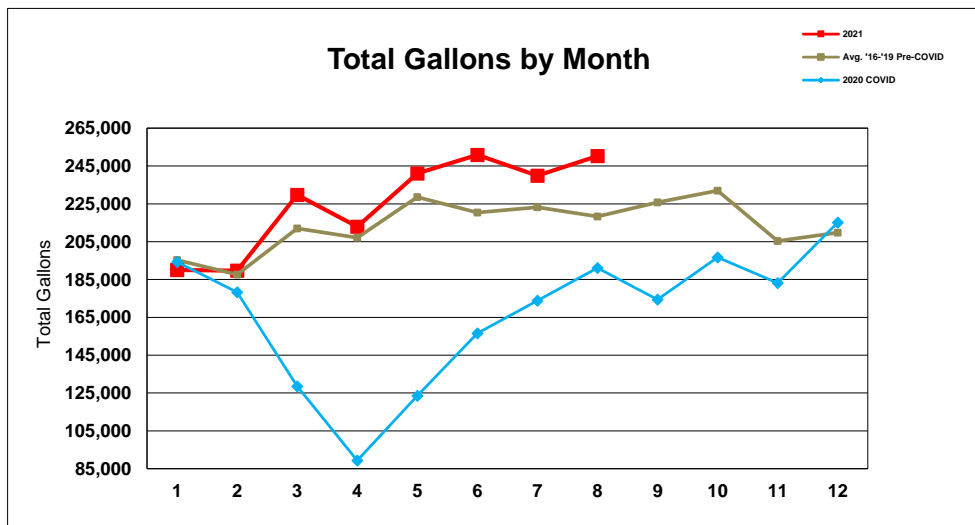
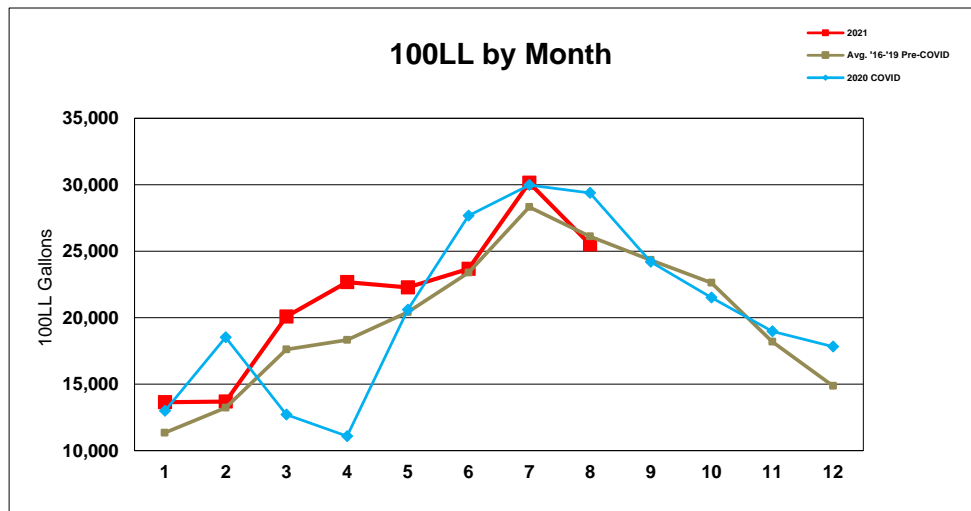
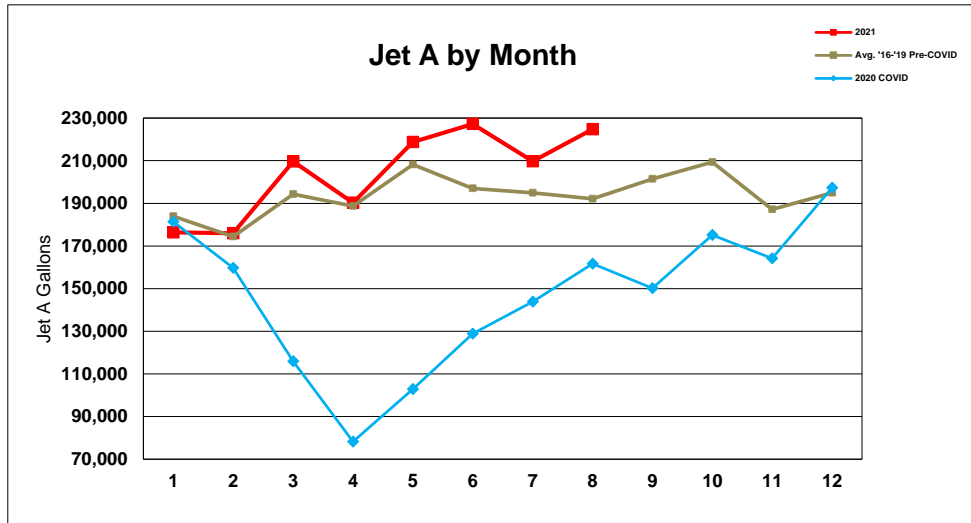
	<u>July '21</u>	<u>July '20</u>	<u>'21 vs. '20</u>	July Percent Change	<u>YTD 2021</u>	<u>YTD 2020</u>	<u>'21 vs. '20</u>	Percent Change
DuPAGE	10,841	13,848	(3,007)	-21.7%	67,526	68,351	(825)	-1.2%
Palwaukee	10,549	9,041	1,508	16.7%	54,645	38,781	15,864	40.9%
Aurora	8,801	7,617	1,184	15.5%	44,132	37,505	6,627	17.7%
Waukegan	5,931	6,185	(254)	-4.1%	31,646	23,687	7,959	33.6%
State of Illinois	172,868	132,712	40,156	30.3%	948,402	766,997	181,405	23.7%
Teterboro	12,614	5,647	6,967	123.4%	72,965	50,353	22,612	44.9%
Van Nuys	25,977	21,823	4,154	19.0%	171,585	121,629	49,956	41.1%
Centennial	29,213	33,639	(4,426)	-13.2%	175,227	177,985	(2,758)	-1.5%

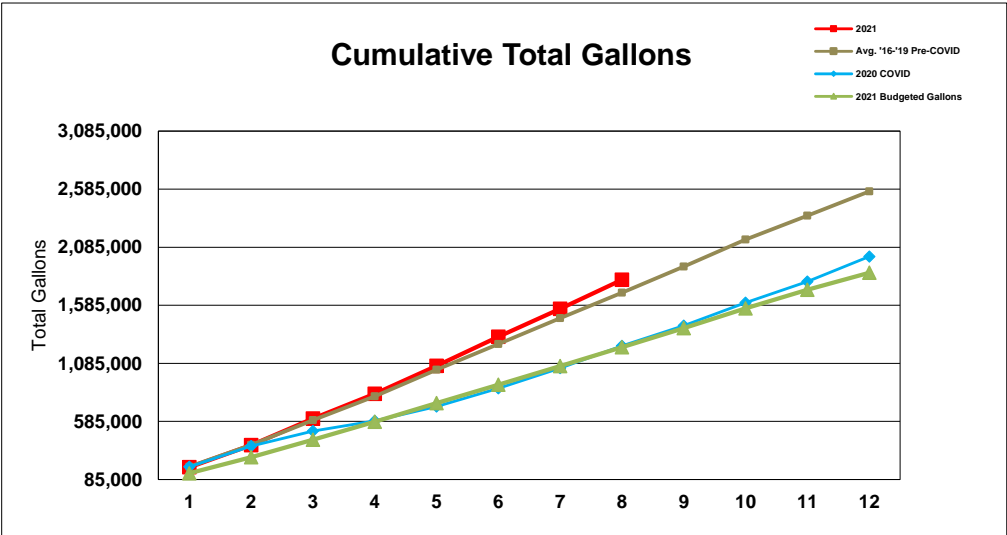
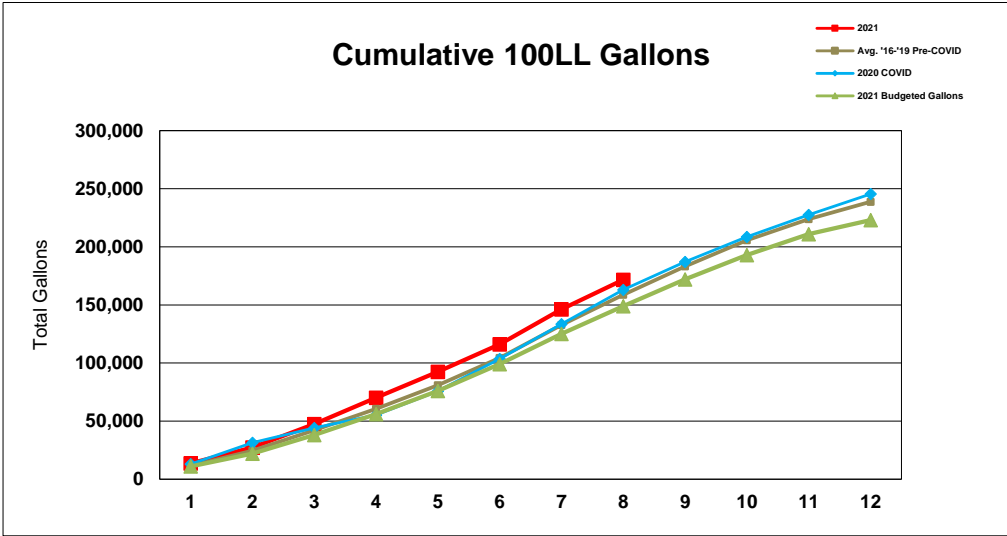
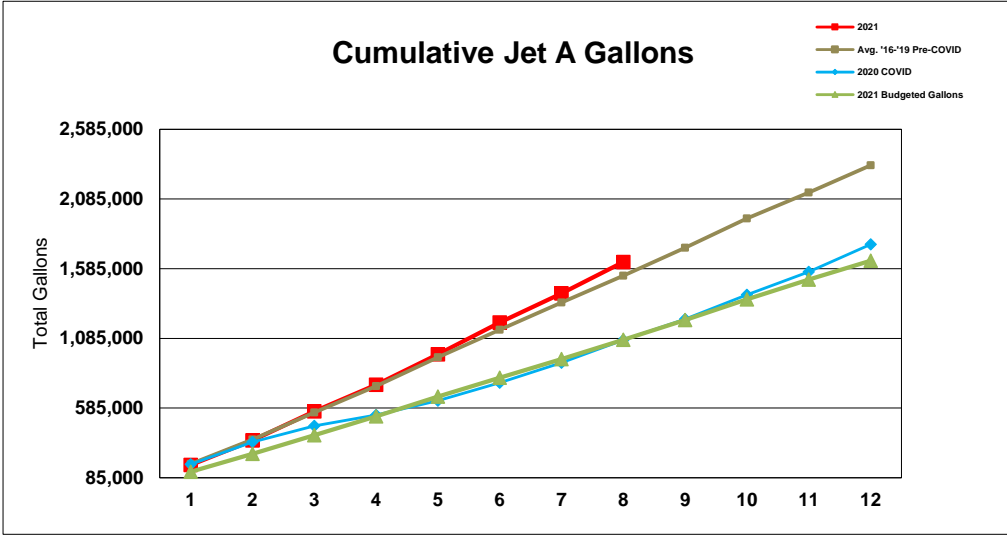
### Local OPS

DuPAGE	4,809	8,513	(3,704)	-43.5%	34,617	41,184	(6,567)	-15.9%
Palwaukee	3,100	3,324	(224)	-6.7%	15,609	12,633	2,976	23.6%
Aurora	5,269	4,179	1,090	26.1%	26,100	22,112	3,988	18.0%
Waukegan	1,834	2,250	(416)	-18.5%	11,780	8,685	3,095	35.6%
State of Illinois	35,888	39,093	(3,205)	-8.2%	235,879	167,593	68,286	40.7%
Teterboro	0	0	0		0	0	0	
Van Nuys	10,696	9,018	1,678	18.6%	74,076	48,680	25,396	52.2%
Centennial	12,155	17,443	(5,288)	-30.3%	78,321	89,138	(10,817)	-12.1%

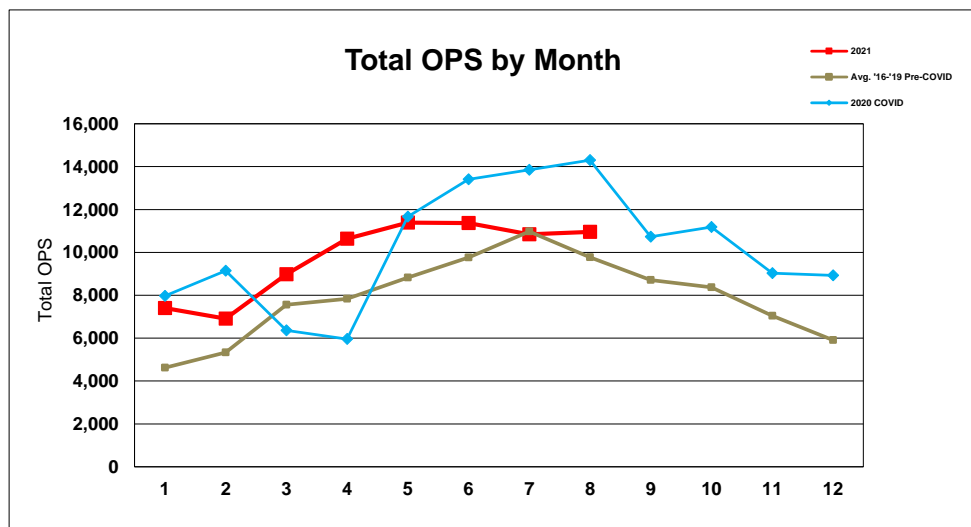
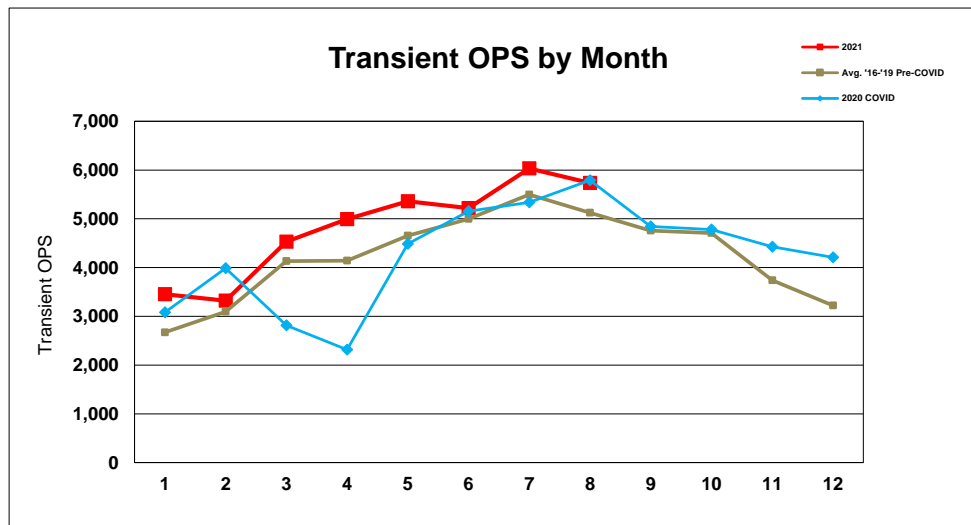
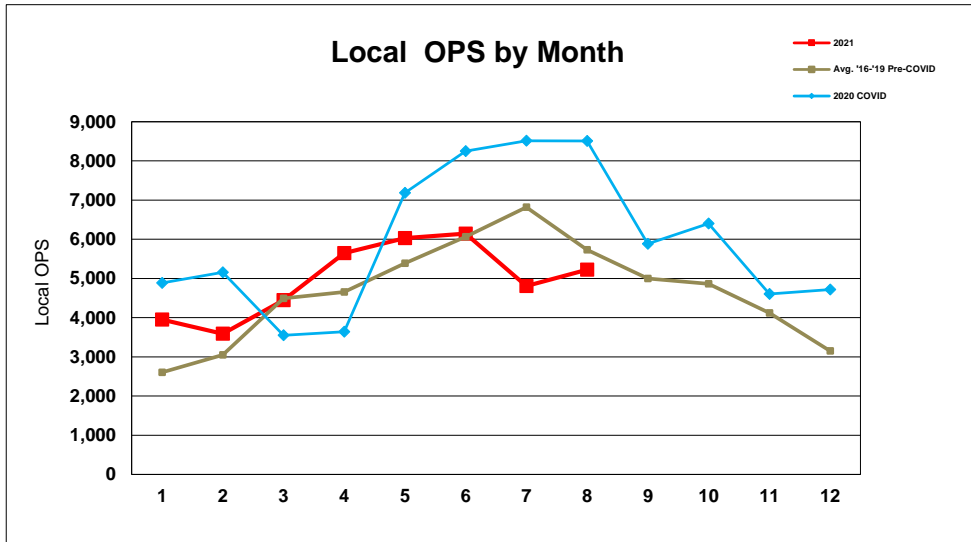
### Itinerant OPS

DuPAGE	6,032	5,335	697	13.1%	32,909	27,167	5,742	21.1%
Palwaukee	7,449	5,717	1,732	30.3%	39,036	26,148	12,888	49.3%
Aurora	3,532	3,438	94	2.7%	18,032	15,393	2,639	17.1%
Waukegan	4,097	3,935	162	4.1%	19,866	15,002	4,864	32.4%
State of Illinois	136,980	93,619	43,361	46.3%	712,523	599,404	113,119	18.9%
Teterboro	12,614	5,647	6,967	123.4%	72,965	50,353	22,612	44.9%
Van Nuys	15,281	12,805	2,476	19.3%	97,509	72,949	24,560	33.7%
Centennial	17,058	16,196	862	5.3%	96,906	88,847	8,059	9.1%





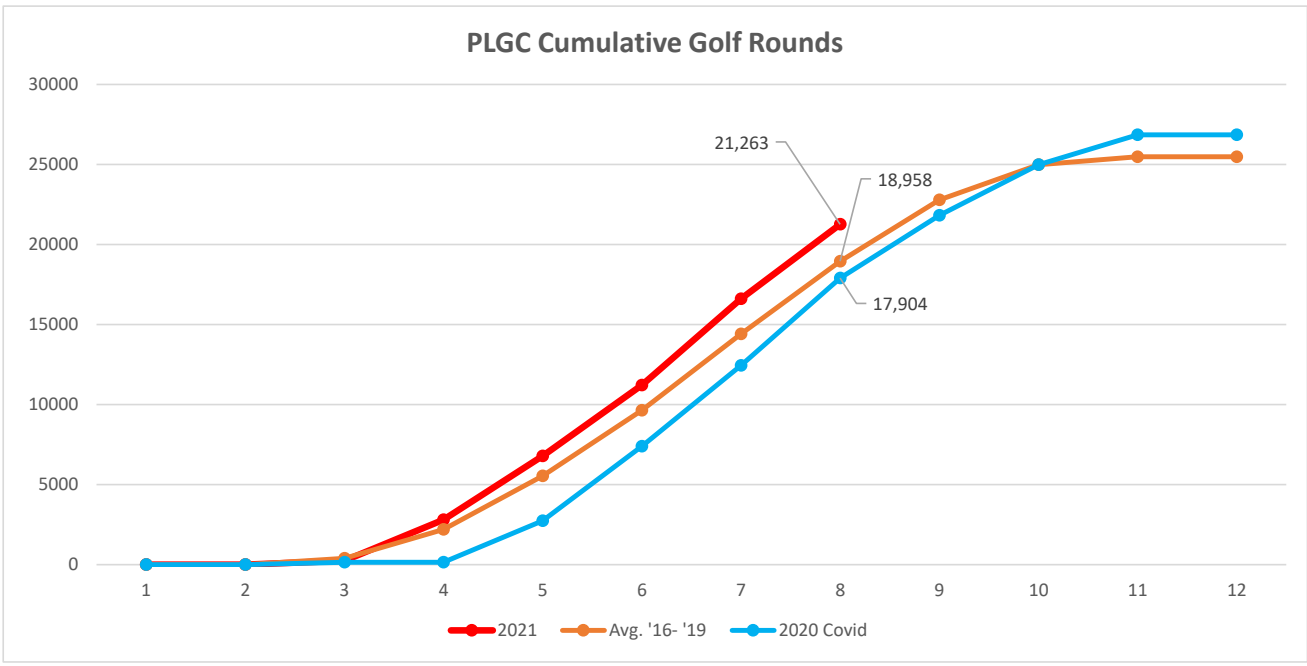
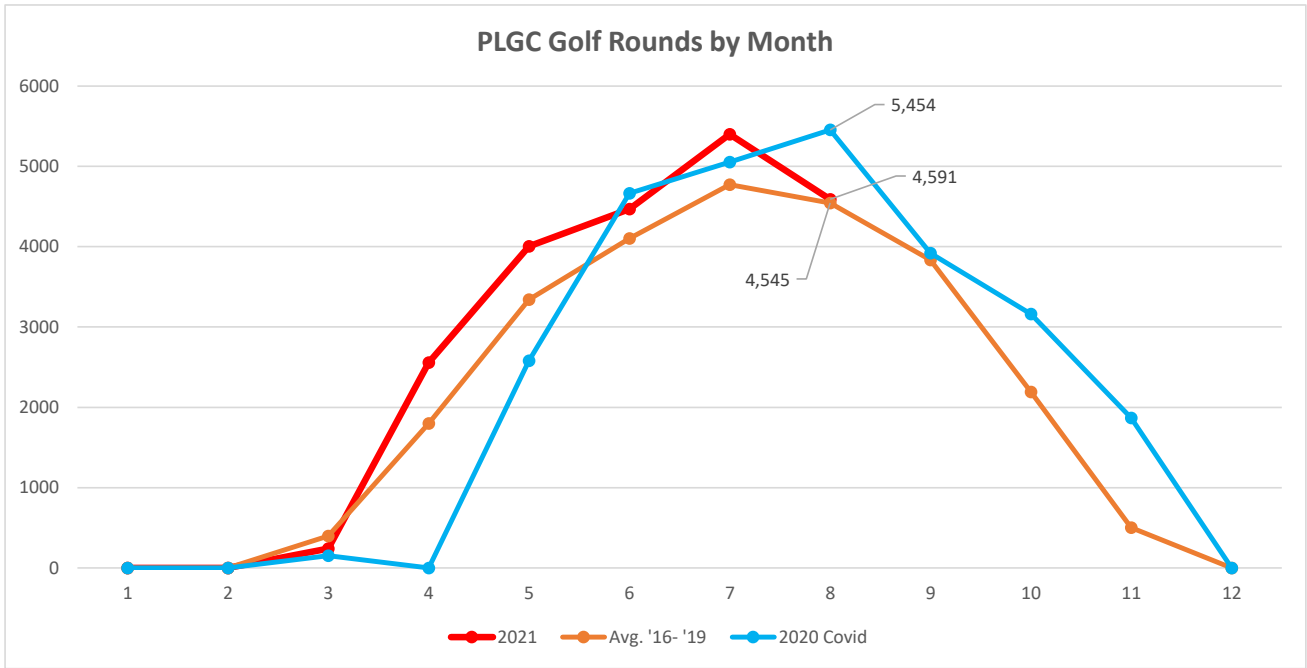






## MONTHLY STATISTICS

August	2021				YTD 2021	YTD 2020	Percent '21 vs. '20	Percent Change
	<u>Aug. '21</u>	<u>Aug. '20</u>	<u>'21 vs. '20</u>	<u>Aug. Percent Change</u>				
Golf Rounds	4,591	5,454	(863)	-15.8%	21,263	17,904	3,359	18.8%





# DUPAGE AIRPORT AUTHORITY

**8/31/2021**

**FINANCIALS  
PRE-AUDIT  
COMMISSIONERS**

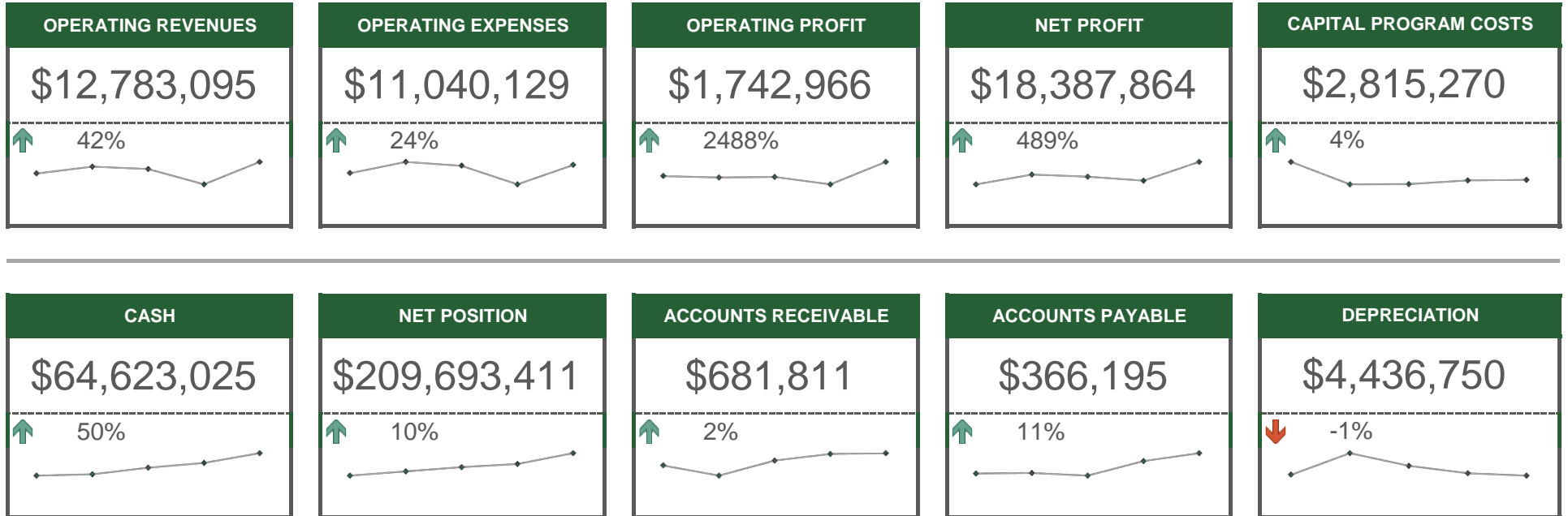
# YTD FINANCIAL SUMMARY

## DuPage Airport Authority

August

2021

### KEY METRICS



# YTD SUMMARY - BY OPERATION

## DuPage Airport Authority

### YTD August 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
<b>OPERATING</b>									
Operating Revenues	\$2,344,806	\$2,442,368	\$97,562	\$4,664,047	\$8,342,785	\$3,678,738	\$1,835,150	\$1,997,943	\$162,793
Operating Expenses	\$4,629,724	\$4,234,551	-\$395,173	\$3,555,025	\$5,280,663	\$1,725,638	\$1,569,910	\$1,524,914	-\$44,996
Operating Profit	-\$2,284,918	-\$1,792,184	\$492,734	\$1,109,022	\$3,062,122	\$1,953,100	\$265,240	\$473,028	\$207,788
<b>NON-OPERATING</b>									
Non-Operating Revenues	\$10,115,480	\$21,339,137	\$11,223,657	\$0	\$0	\$0	\$0	\$2,175	\$2,175
Non-Operating Expenses	\$182,720	\$199,846	\$17,126	\$0	\$0	\$0	\$92,000	-\$36,498	-\$128,498
Non-Operating Profit	\$9,932,760	\$21,139,290	\$11,206,530	\$0	\$0	\$0	-\$92,000	\$38,673	\$130,673
<b>Net Profit (Loss) Excluding Depreciation &amp; Major Maintenance</b>	<b>\$7,647,842</b>	<b>\$19,347,107</b>	<b>\$11,699,265</b>	<b>\$1,109,022</b>	<b>\$3,062,122</b>	<b>\$1,953,100</b>	<b>\$173,240</b>	<b>\$511,701</b>	<b>\$338,461</b>
Depreciation Expense	\$4,782,008	\$4,429,550	-\$352,458	\$5,544	\$5,548	\$4	\$1,656	\$1,652	-\$4
Major Maintenance	\$872,000	\$48,247	-\$823,753	\$114,000	\$40,125	-\$73,875	\$213,920	\$7,943	-\$205,977
Transfers In (Out)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Net Profit (Loss)</b>	<b>\$1,993,834</b>	<b>\$14,869,310</b>	<b>\$12,875,476</b>	<b>\$989,478</b>	<b>\$3,016,449</b>	<b>\$2,026,971</b>	<b>-\$42,336</b>	<b>\$502,106</b>	<b>\$544,442</b>

# YTD SUMMARY - TOTAL OPERATIONS

## DuPage Airport Authority YTD August 2021

	YTD Budget	YTD Actual	Actual vs. Budget
<b>OPERATING</b>			
Operating Revenues	\$8,844,003	\$12,783,095	\$3,939,092
Operating Expenses	\$9,754,659	\$11,040,129	\$1,285,470
Operating Profit	-\$910,656	\$1,742,966	\$2,653,622
<b>NON-OPERATING REVENUES</b>			
Miscellaneous Taxes	\$47,533	\$71,926	\$24,393
Property Taxes/Abatements	\$3,933,784	\$3,835,591	-\$98,193
Federal & State Grants	\$2,655,630	\$29,281	-\$2,626,349
Investment Income	\$55,700	\$56,055	\$355
Unrealized Gain (Loss) from Investments	\$0	\$0	\$0
Gain (Loss) on Sale of Fixed Assets	\$3,422,833	\$17,348,458	\$13,925,625
Total Non-Operating Revenues	\$10,115,480	\$21,341,312	\$11,225,832
<b>NON-OPERATING EXPENSES</b>			
Property Tax (DAA)	\$182,720	\$199,846	\$17,126
Property Tax (PLGC)	\$92,000	-\$36,498	-\$128,498
Total Non-Operating Expenses	\$274,720	\$163,349	-\$111,371
Non-Operating Profit	\$9,840,760	\$21,177,963	\$11,337,203
<b>Net Profit (Loss) Excluding Depreciation &amp; Major Maintenance</b>	<b>\$8,930,104</b>	<b>\$22,920,929</b>	<b>\$13,990,825</b>
Depreciation Expense	\$4,789,208	\$4,436,750	-\$352,458
Major Maintenance	\$1,199,920	\$96,315	-\$1,103,605
<b>Net Profit (Loss)</b>	<b>\$2,940,976</b>	<b>\$18,387,864</b>	<b>\$15,446,888</b>
Total YTD Revenues	\$18,959,483	\$34,124,407	\$15,164,924
Total YTD Expenditures	\$10,029,379	\$11,203,477	\$1,174,098
Capital Development Programs	\$12,210,635	\$2,815,270	-\$9,395,365
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 August 31, 2021**

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**CURRENT ASSETS**

Cash & Cash Equivalents	15,029,913
Cash & Cash Equivalents - Designated	6,358,163
Cash & Cash Equivalents - Restricted	43,234,949
Investments	-
Investments - Restricted	-
Investments - Designated	-
Receivables	
Property Taxes	6,061,752
Accounts	681,811
Accrued Interest	-
Long-term Note Receivable, Current Portion	-
Prepaid Expenses	259,440
Inventories	212,227

**Total Current Assets** 71,838,254

**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	73,077,550
Being Depreciated	289,691,310
Less Accumulated Depreciation	(215,735,358)

**Net Capital Assets** 147,033,503

**DEFERRED OUTFLOWS OF RESOURCES**

Pension Items - IMRF	650,383
----------------------	---------

**Total Deferred Outflows of Resources** 650,383

**Total Noncurrent Assets** 147,897,788

**Total Assets** 219,736,042



**DUPAGE AIRPORT AUTHORITY  
WEST CHICAGO, ILLINOIS**

**STATEMENT OF NET POSITION**

**For the Period Ended August 31, 2021**

---

**CURRENT LIABILITIES**

Accounts Payable	366,195
Retainage Payable	-
Accrued Liabilities	438,249
Compensated Absences, Current Portion	77,282
Customer Deposits and Advances	316,830
Security Deposits	246,547
Unearned Revenue	124,795

**Total Current Liabilities** 1,569,899

**NONCURRENT LIABILITIES**

Unearned Revenue	946,359
Advance from Other Subfunds	-
Net Pension Liability - IMRF	-
Compensated Absences, Net of Current Portion	309,130

**Total Noncurrent Liabilities** 1,255,489

**Total Liabilities** 2,825,388

**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** 10,042,631

**NET POSITION**

Net Investment in Capital Assets	147,033,503
Restricted for Aeronautical Purposes	43,234,949
Unrestricted	19,424,959

**Total Net Position** 209,693,411

**TOTAL LIABILITIES, DEFERRED INFLOWS  
OF RESOURCES, AND NET POSITION** 219,736,042

**DUPAGE AIRPORT AUTHORITY  
WEST CHICAGO, ILLINOIS**

**STATEMENT OF CASH FLOWS**

**For the Period Ended August 31, 2021**

---

**CASH FLOWS FROM OPERATING ACTIVITIES**

Receipts from customers and users	12,721,497
Payments to suppliers	(8,025,380)
Payments to and on behalf of employees	(3,843,218)
	<hr/>
Net cash from operating activities	<b>852,898</b>

**CASH FLOWS FROM NONCAPITAL  
FINANCING ACTIVITIES**

Non-operating revenues - property taxes	3,835,591
Non-operating revenues - replacement taxes	71,926
	<hr/>
Net cash from noncapital financing activities	<b>3,907,517</b>

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

Grant monies received	29,281
Acquisition and construction of capital assets	(3,881,102)
Gain (Loss) from sale of capital assets	17,348,458
	<hr/>
Net cash from capital and related financing activities	<b>13,496,637</b>

**CASH FLOWS FROM INVESTING ACTIVITIES**

Net change in investments	3,645,746
Investment income	72,436
	<hr/>
Net cash from investing activities	<b>3,718,182</b>

NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS 21,975,235

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

**CASH AND CASH EQUIVALENTS, AUGUST 31 64,623,025**

**PRESENTED AS**

Cash and cash equivalents	21,388,076
Cash and cash equivalents - restricted	43,234,949
	<hr/>
Total cash and cash equivalents	<b>64,623,025</b>

**DUPAGE AIRPORT AUTHORITY  
WEST CHICAGO, ILLINOIS**

**STATEMENT OF CASH FLOWS**

**For the Period Ended August 31, 2021**

---

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

Operating income (loss)	(2,963,406)
Adjustments to reconcile operating income (loss) to net cash from operating activities	
Depreciation	4,436,750
Miscellaneous income	9,959
Changes in assets and liabilities	
Accounts receivable	14,217
Note receivable	-
Prepaid expenses	(108,840)
Inventories	(21,609)
Accounts payable	(49,075)
Accrued liabilities	(334,262)
Compensated absences	(4,384)
Net pension liability - IMRF	-
Pension items - IMRF	-
Customer deposits and advances	(19,660)
Security deposits	(23,595)
Unearned revenue	(83,197)
<b>NET CASH FROM OPERATING ACTIVITIES</b>	<b><u>852,898</u></b>

**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 August 31, 2021

	Airport Operations	Dupage Flight Center	Prairie Landing Golf Course	Total
<b>OPERATING REVENUES</b>				
Aircraft Storage	1,951,445	314,077	-	2,265,522
Leases, Commissions, Fees	485,939	-	-	485,939
Golf Course Operations	-	-	2,044,717	2,044,717
Line Service	-	8,024,951	-	8,024,951
<b>Total Operating Revenues</b>	<b>2,437,383</b>	<b>8,339,028</b>	<b>2,044,717</b>	<b>12,821,129</b>
<b>OPERATING EXPENSES</b>				
Direct Costs				
Airport Operations	2,852,094	-	-	2,852,094
Golf Course Operations	-	-	1,229,957	1,229,957
Line Service	-	4,299,032	-	4,299,032
General and Administrative				
Salaries and Benefits	881,429	898,901	101,185	1,881,515
Utilities	-	7,358	47,400	54,758
Office Expense	30,526	28,103	86,473	145,102
Insurance	82,246	71,856	47,835	201,937
Professional Services	206,103	-	12,442	218,545
Postage	5,683	-	3,067	8,750
Real Estate Tax	199,846	-	(36,498)	163,349
Advertising and Promotions	52,005	15,537	52,492	120,034
Miscellaneous	172,713	-	-	172,713
<b>Total Operating Expenses</b>	<b>4,482,645</b>	<b>5,320,788</b>	<b>1,544,353</b>	<b>11,347,786</b>
<b>OPERATING INCOME (LOSS) BEFORE DEPRECIATION</b>	<b>(2,045,261)</b>	<b>3,018,240</b>	<b>500,364</b>	<b>1,473,343</b>
Depreciation	4,429,550	5,548	1,652	4,436,750
<b>OPERATING INCOME (LOSS)</b>	<b>(6,474,811)</b>	<b>3,012,693</b>	<b>498,712</b>	<b>(2,963,406)</b>
<b>NON-OPERATING REVENUES (EXPENSES)</b>				
Property Taxes	3,835,591	-	-	3,835,591
Personal Property Replacement Tax	71,926	-	-	71,926
Investment Income	56,055	-	-	56,055
Miscellaneous Income	4,984	3,756	1,219	9,959
Gain (Loss) on Disposal of Capital Assets	17,346,283	-	2,175	17,348,458
<b>Total Non-Operating Revenues (Expenses)</b>	<b>21,314,839</b>	<b>3,756</b>	<b>3,394</b>	<b>21,321,989</b>
<b>INCOME (LOSS) BEFORE CONTRIBUTIONS &amp; TRANSFERS</b>	<b>14,840,029</b>	<b>3,016,449</b>	<b>502,106</b>	<b>18,358,583</b>
Contributions	29,281	-	-	29,281
Transfers In (Out)	-	-	-	-
<b>CHANGE IN NET POSITION</b>	<b>14,869,310</b>	<b>3,016,449</b>	<b>502,106</b>	<b>18,387,864</b>
<b>NET POSITION, JANUARY 1</b>	<b>168,505,808</b>	<b>24,260,425</b>	<b>(1,460,687)</b>	<b>191,305,546</b>
<b>NET POSITION, AUGUST 31</b>	<b>183,375,118</b>	<b>27,276,874</b>	<b>(958,581)</b>	<b>209,693,411</b>

## Total DuPage Airport Authority

### STATEMENT OF REVENUES AND EXPENSES

For the Month Ending 8/31/2021

	Month			YTD			2021 Annual Budget	Month			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance		2021	2020	Variance	2021	2020	Variance
<b>REVENUES</b>													
Airport Operations	\$ 288,250	\$ 286,573	\$ 1,677	\$ 2,442,368	\$ 2,344,806	\$ 97,562	\$ 3,513,804	\$ 288,250	\$ 283,184	\$ 5,066	\$ 2,442,368	\$ 2,328,730	\$ 113,637
Prairie Landing Golf Club	\$ 393,157	\$ 400,150	\$ (6,993)	\$ 1,997,943	\$ 1,835,150	\$ 162,793	\$ 2,468,201	\$ 393,157	\$ 438,662	\$ (45,504)	\$ 1,997,943	\$ 1,381,833	\$ 616,110
DuPage Flight Center	\$ 1,181,666	\$ 623,914	\$ 557,752	\$ 8,342,785	\$ 4,664,047	\$ 3,678,738	\$ 7,092,386	\$ 1,181,666	\$ 809,300	\$ 372,367	\$ 8,342,785	\$ 5,290,342	\$ 3,052,443
<b>Total Revenues</b>	<b>\$ 1,863,074</b>	<b>\$ 1,310,637</b>	<b>\$ 552,437</b>	<b>\$ 12,783,095</b>	<b>\$ 8,844,003</b>	<b>\$ 3,939,092</b>	<b>\$ 13,074,391</b>	<b>\$ 1,863,074</b>	<b>\$ 1,531,145</b>	<b>\$ 331,929</b>	<b>\$ 12,783,095</b>	<b>\$ 9,000,905</b>	<b>\$ 3,782,190</b>
<b>OPERATING EXPENSES</b>													
Airport Operations	\$ 255,778	\$ 288,308	\$ (32,530)	\$ 2,292,274	\$ 2,533,521	\$ (241,247)	\$ 3,880,050	\$ 255,778	\$ 285,588	\$ (29,810)	\$ 2,292,274	\$ 2,262,779	\$ 29,495
Prairie Landing Golf Club	\$ 228,791	\$ 209,787	\$ 19,004	\$ 1,165,741	\$ 1,219,441	\$ (53,701)	\$ 1,798,160	\$ 228,791	\$ 243,422	\$ (14,631)	\$ 1,165,741	\$ 1,014,699	\$ 151,041
DuPage Flight Center	\$ 626,129	\$ 323,522	\$ 302,607	\$ 4,228,710	\$ 2,438,255	\$ 1,790,455	\$ 3,697,322	\$ 626,129	\$ 353,751	\$ 272,379	\$ 4,228,710	\$ 2,472,963	\$ 1,755,747
<b>Total Cost of Sales</b>	<b>\$ 1,110,698</b>	<b>\$ 821,617</b>	<b>\$ 289,081</b>	<b>\$ 7,686,725</b>	<b>\$ 6,191,217</b>	<b>\$ 1,495,508</b>	<b>\$ 9,375,532</b>	<b>\$ 1,110,698</b>	<b>\$ 882,761</b>	<b>\$ 227,938</b>	<b>\$ 7,686,725</b>	<b>\$ 5,750,442</b>	<b>\$ 1,936,284</b>
<b>Gross Profit/(Loss)</b>	<b>\$ 752,375</b>	<b>\$ 489,020</b>	<b>\$ 263,355</b>	<b>\$ 5,096,370</b>	<b>\$ 2,652,786</b>	<b>\$ 2,443,584</b>	<b>\$ 3,698,859</b>	<b>\$ 752,375</b>	<b>\$ 648,384</b>	<b>\$ 103,991</b>	<b>\$ 5,096,370</b>	<b>\$ 3,250,463</b>	<b>\$ 1,845,907</b>
<b>GENERAL AND ADMINISTRATIVE</b>													
Airport Operations	\$ 236,073	\$ 259,146	\$ (23,073)	\$ 1,942,277	\$ 2,096,203	\$ (153,926)	\$ 3,217,373	\$ 236,073	\$ 245,677	\$ (9,604)	\$ 1,942,277	\$ 1,850,145	\$ 92,132
Prairie Landing Golf Club	\$ 45,257	\$ 43,296	\$ 1,961	\$ 359,174	\$ 350,469	\$ 8,705	\$ 525,064	\$ 45,257	\$ 39,927	\$ 5,330	\$ 359,174	\$ 292,597	\$ 66,577
DuPage Flight Center	\$ 133,696	\$ 136,442	\$ (2,746)	\$ 1,051,953	\$ 1,116,770	\$ (64,817)	\$ 1,748,207	\$ 133,696	\$ 123,697	\$ 9,999	\$ 1,051,953	\$ 1,040,383	\$ 11,569
<b>Total G&amp;A Costs</b>	<b>\$ 415,026</b>	<b>\$ 438,884</b>	<b>\$ (23,858)</b>	<b>\$ 3,353,403</b>	<b>\$ 3,563,442</b>	<b>\$ (210,039)</b>	<b>\$ 5,490,644</b>	<b>\$ 415,026</b>	<b>\$ 409,301</b>	<b>\$ 5,725</b>	<b>\$ 3,353,403</b>	<b>\$ 3,183,125</b>	<b>\$ 170,279</b>
<b>Operating Income/(Loss)</b>	<b>\$ 337,349</b>	<b>\$ 50,136</b>	<b>\$ 287,213</b>	<b>\$ 1,742,966</b>	<b>\$ (910,656)</b>	<b>\$ 2,653,622</b>	<b>\$ (1,791,785)</b>	<b>\$ 337,349</b>	<b>\$ 239,084</b>	<b>\$ 98,265</b>	<b>\$ 1,742,966</b>	<b>\$ 67,339</b>	<b>\$ 1,675,628</b>
<b>NON-OPERATING REVENUES/(EXPENSES)</b>													
Property and Other Tax Revenue	\$ 601,289	\$ 748,873	\$ (147,584)	\$ 3,907,517	\$ 3,981,317	\$ (73,800)	\$ 6,092,400	\$ 601,289	\$ 468,807	\$ 132,482	\$ 3,907,517	\$ 3,465,883	\$ 441,634
Property Tax Expenses	\$ (29,200)	\$ (34,340)	\$ 5,140	\$ (163,349)	\$ (274,720)	\$ 111,371	\$ (412,080)	\$ (29,200)	\$ (29,084)	\$ (116)	\$ (163,349)	\$ (223,450)	\$ 60,101
Federal & State Grants	\$ -	\$ 124,830	\$ (124,830)	\$ 29,281	\$ 2,655,630	\$ (2,626,349)	\$ 6,175,785	\$ -	\$ 187,818	\$ (187,818)	\$ 29,281	\$ 199,701	\$ (170,420)
Investment Income	\$ 4,304	\$ 4,500	\$ (196)	\$ 56,055	\$ 55,700	\$ 355	\$ 73,700	\$ 4,304	\$ 22,340	\$ (18,036)	\$ 56,055	\$ 238,968	\$ (182,913)
Unrealized Gain/Loss from Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amortization (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gain on Sale of Fixed Assets	\$ 5,363,277	\$ 2,500	\$ 5,360,777	\$ 17,348,458	\$ 3,422,833	\$ 13,925,625	\$ 3,432,833	\$ 5,363,277	\$ 2,169,300	\$ 3,193,978	\$ 17,348,458	\$ 4,123,650	\$ 13,224,808
<b>Total Non-Operating Revenues/(Expenses)</b>	<b>\$ 5,939,670</b>	<b>\$ 846,363</b>	<b>\$ 5,093,307</b>	<b>\$ 21,177,963</b>	<b>\$ 9,840,760</b>	<b>\$ 11,337,203</b>	<b>\$ 15,362,638</b>	<b>\$ 5,939,670</b>	<b>\$ 2,819,181</b>	<b>\$ 3,120,489</b>	<b>\$ 21,177,963</b>	<b>\$ 7,804,752</b>	<b>\$ 13,373,211</b>
<b>Net Income/(Loss) before Depreciation</b>	<b>\$ 6,277,019</b>	<b>\$ 896,499</b>	<b>\$ 5,380,520</b>	<b>\$ 22,920,929</b>	<b>\$ 8,930,104</b>	<b>\$ 13,990,825</b>	<b>\$ 13,570,853</b>	<b>\$ 6,277,019</b>	<b>\$ 3,058,265</b>	<b>\$ 3,218,754</b>	<b>\$ 22,920,929</b>	<b>\$ 7,872,090</b>	<b>\$ 15,048,839</b>
Depreciation	\$ 547,085	\$ 598,651	\$ (51,566)	\$ 4,436,750	\$ 4,789,208	\$ (352,458)	\$ 7,183,812	\$ 547,085	\$ 556,169	\$ (9,084)	\$ 4,436,750	\$ 4,465,481	\$ (28,731)
<b>Net Income/(Loss) after Depreciation</b>	<b>\$ 5,729,934</b>	<b>\$ 297,848</b>	<b>\$ 5,432,086</b>	<b>\$ 18,484,179</b>	<b>\$ 4,140,896</b>	<b>\$ 14,343,283</b>	<b>\$ 6,387,041</b>	<b>\$ 5,729,934</b>	<b>\$ 2,502,095</b>	<b>\$ 3,227,839</b>	<b>\$ 18,484,179</b>	<b>\$ 3,406,609</b>	<b>\$ 15,077,571</b>
Major Maintenance	\$ 3,009	\$ 453,000	\$ (449,991)	\$ 96,315	\$ 1,199,920	\$ (1,103,605)	\$ 2,638,920	\$ 3,009	\$ 14,906	\$ (11,897)	\$ 96,315	\$ 282,928	\$ (186,612)
Engineering Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers (In) Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Net Income/(Loss)</b>	<b>\$ 5,726,926</b>	<b>\$ (155,152)</b>	<b>\$ 5,882,078</b>	<b>\$ 18,387,864</b>	<b>\$ 2,940,976</b>	<b>\$ 15,446,888</b>	<b>\$ 3,748,121</b>	<b>\$ 5,726,926</b>	<b>\$ 2,487,190</b>	<b>\$ 3,239,736</b>	<b>\$ 18,387,864</b>	<b>\$ 3,123,681</b>	<b>\$ 15,264,183</b>

## Airport and Administration

### STATEMENT OF REVENUES AND EXPENSES

For the Month Ending 8/31/2021

	Month			YTD			2021 Annual Budget	Month			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance		2021	2020	Variance	2021	2020	Variance
<b>REVENUES</b>													
Administrative	\$ 11,068	\$ 12,553	\$ (1,485)	\$ 77,281	\$ 100,149	\$ (22,868)	\$ 150,561	\$ 11,068	\$ 6,420	\$ 4,648	\$ 77,281	\$ 73,012	\$ 4,269
Field Operations	\$ 30,827	\$ 27,159	\$ 3,668	\$ 323,985	\$ 279,848	\$ 44,137	\$ 410,732	\$ 30,827	\$ 28,963	\$ 1,864	\$ 323,985	\$ 278,025	\$ 45,961
Field Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building Operations	\$ 228,813	\$ 230,632	\$ (1,819)	\$ 1,903,334	\$ 1,834,977	\$ 68,357	\$ 2,757,763	\$ 228,813	\$ 233,588	\$ (4,775)	\$ 1,903,334	\$ 1,871,074	\$ 32,260
Flight Center	\$ 17,542	\$ 16,229	\$ 1,313	\$ 137,767	\$ 129,832	\$ 7,935	\$ 194,748	\$ 17,542	\$ 14,212	\$ 3,330	\$ 137,767	\$ 106,620	\$ 31,147
<b>Total Revenues</b>	<b>\$ 288,250</b>	<b>\$ 286,573</b>	<b>\$ 1,677</b>	<b>\$ 2,442,368</b>	<b>\$ 2,344,806</b>	<b>\$ 97,562</b>	<b>\$3,513,804</b>	<b>\$ 288,250</b>	<b>\$ 283,184</b>	<b>\$ 5,066</b>	<b>\$ 2,442,368</b>	<b>\$ 2,328,730</b>	<b>\$ 113,637</b>
<b>OPERATING EXPENSES</b>													
Field Operations	\$ 122,110	\$ 138,441	\$ (16,331)	\$ 1,114,729	\$ 1,239,983	\$ (125,254)	\$ 1,884,453	\$ 122,110	\$ 161,295	\$ (39,185)	\$ 1,114,729	\$ 1,094,753	\$ 19,975
Building Operations	\$ 76,970	\$ 79,609	\$ (2,639)	\$ 645,325	\$ 724,363	\$ (79,038)	\$ 1,100,435	\$ 76,970	\$ 59,399	\$ 17,571	\$ 645,325	\$ 568,797	\$ 76,527
Flight Center	\$ 22,658	\$ 23,898	\$ (1,240)	\$ 161,044	\$ 188,984	\$ (27,940)	\$ 296,976	\$ 22,658	\$ 19,168	\$ 3,490	\$ 161,044	\$ 141,725	\$ 19,318
Shop Equip. Operations	\$ 15,883	\$ 26,792	\$ (10,910)	\$ 220,803	\$ 224,920	\$ (4,117)	\$ 345,314	\$ 15,883	\$ 28,508	\$ (12,625)	\$ 220,803	\$ 274,136	\$ (53,334)
Projects & Procurement	\$ 18,157	\$ 19,568	\$ (1,411)	\$ 150,375	\$ 155,271	\$ (4,896)	\$ 252,872	\$ 18,157	\$ 17,218	\$ 939	\$ 150,375	\$ 183,367	\$ (32,992)
<b>Total Cost of Sales</b>	<b>\$ 255,778</b>	<b>\$ 288,308</b>	<b>\$ (32,530)</b>	<b>\$ 2,292,274</b>	<b>\$ 2,533,521</b>	<b>\$ (241,247)</b>	<b>\$3,880,050</b>	<b>\$ 255,778</b>	<b>\$ 285,588</b>	<b>\$ (29,810)</b>	<b>\$ 2,292,274</b>	<b>\$ 2,262,779</b>	<b>\$ 29,495</b>
<b>Gross Profit/(Loss)</b>	<b>\$ 32,471</b>	<b>\$ (1,735)</b>	<b>\$ 34,206</b>	<b>\$ 150,093</b>	<b>\$ (188,715)</b>	<b>\$ 338,808</b>	<b>-\$366,246</b>	<b>\$ 32,471</b>	<b>\$ (2,404)</b>	<b>\$ 34,876</b>	<b>\$ 150,093</b>	<b>\$ 65,951</b>	<b>\$ 84,142</b>
<b>GENERAL AND ADMINISTRATIVE</b>													
Administrative	\$ 207,232	\$ 216,613	\$ (9,381)	\$ 1,630,493	\$ 1,753,042	\$ (122,549)	\$ 2,688,136	\$ 207,232	\$ 212,684	\$ (5,453)	\$ 1,630,493	\$ 1,537,959	\$ 92,535
Commissioners	\$ 9,008	\$ 8,832	\$ 176	\$ 71,572	\$ 70,656	\$ 916	\$ 105,984	\$ 9,008	\$ 8,435	\$ 573	\$ 71,572	\$ 69,888	\$ 1,684
Business Dev./Marketing	\$ -	\$ 8,150	\$ (8,150)	\$ 48,647	\$ 65,250	\$ (16,603)	\$ 95,850	\$ -	\$ 4,132	\$ (4,132)	\$ 48,647	\$ 33,076	\$ 15,571
Accounting	\$ 19,833	\$ 25,551	\$ (5,718)	\$ 191,565	\$ 207,255	\$ (15,690)	\$ 327,403	\$ 19,833	\$ 20,426	\$ (593)	\$ 191,565	\$ 209,223	\$ (17,658)
<b>Total G&amp;A Costs</b>	<b>\$ 236,073</b>	<b>\$ 259,146</b>	<b>\$ (23,073)</b>	<b>\$ 1,942,277</b>	<b>\$ 2,096,203</b>	<b>\$ (153,926)</b>	<b>\$3,217,373</b>	<b>\$ 236,073</b>	<b>\$ 245,677</b>	<b>\$ (9,604)</b>	<b>\$ 1,942,277</b>	<b>\$ 1,850,145</b>	<b>\$ 92,132</b>
<b>Operating Income/(Loss)</b>	<b>\$ (203,602)</b>	<b>\$ (260,881)</b>	<b>\$ 57,279</b>	<b>\$ (1,792,184)</b>	<b>\$ (2,284,918)</b>	<b>\$ 492,734</b>	<b>(\$3,583,619)</b>	<b>\$ (203,602)</b>	<b>\$ (248,081)</b>	<b>\$ 44,480</b>	<b>\$ (1,792,184)</b>	<b>\$ (1,784,194)</b>	<b>\$ (7,990)</b>
<b>NON-OPERATING REVENUES/(EXPENSES)</b>													
Property and Other Tax Revenue	\$ 601,289	\$ 748,873	\$ (147,584)	\$ 3,907,517	\$ 3,981,317	\$ (73,800)	\$ 6,092,400	\$ 601,289	\$ 468,807	\$ 132,482	\$ 3,907,517	\$ 3,465,883	\$ 441,634
Property Tax Expenses	\$ (24,287)	\$ (22,840)	\$ (1,447)	\$ (199,846)	\$ (182,720)	\$ (17,126)	\$ (274,080)	\$ (24,287)	\$ (17,950)	\$ (6,337)	\$ (199,846)	\$ (143,600)	\$ (56,246)
Federal & State Grants	\$ -	\$ 124,830	\$ (124,830)	\$ 29,281	\$ 2,655,630	\$ (2,626,349)	\$ 6,175,785	\$ -	\$ 187,818	\$ (187,818)	\$ 29,281	\$ 199,701	\$ (170,420)
Investment Income	\$ 4,304	\$ 4,500	\$ (196)	\$ 56,055	\$ 55,700	\$ 355	\$ 73,700	\$ 4,304	\$ 22,340	\$ (18,036)	\$ 56,055	\$ 238,968	\$ (182,913)
Unrealized Gain/Loss from Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amortization (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gain on Sale of Fixed Assets	\$ 5,362,502	\$ 2,500	\$ 5,360,002	\$ 17,346,283	\$ 3,422,833	\$ 13,923,450	\$ 3,432,833	\$ 5,362,502	\$ 2,165,829	\$ 3,196,674	\$ 17,346,283	\$ 4,110,128	\$ 13,236,155
<b>Total Non-Operating Revenues/(Expenses)</b>	<b>\$ 5,943,808</b>	<b>\$ 857,863</b>	<b>\$ 5,085,945</b>	<b>\$ 21,139,290</b>	<b>\$ 9,932,760</b>	<b>\$ 11,206,530</b>	<b>\$15,500,638</b>	<b>\$ 5,943,808</b>	<b>\$ 2,826,844</b>	<b>\$ 3,116,964</b>	<b>\$ 21,139,290</b>	<b>\$ 7,871,080</b>	<b>\$ 13,268,211</b>
<b>Net Income/(Loss) before Depreciation</b>	<b>\$ 5,740,207</b>	<b>\$ 596,982</b>	<b>\$ 5,143,225</b>	<b>\$ 19,347,107</b>	<b>\$ 7,647,842</b>	<b>\$ 11,699,265</b>	<b>\$11,917,019</b>	<b>\$ 5,740,207</b>	<b>\$ 2,578,763</b>	<b>\$ 3,161,444</b>	<b>\$ 19,347,107</b>	<b>\$ 6,086,886</b>	<b>\$ 13,260,221</b>
Depreciation	\$ 546,185	\$ 597,751	\$ (51,566)	\$ 4,429,550	\$ 4,782,008	\$ (352,458)	\$ 7,173,012	\$ 546,185	\$ 554,882	\$ (8,697)	\$ 4,429,550	\$ 4,455,182	\$ (25,632)
<b>Net Income/(Loss) after Depreciation</b>	<b>\$ 5,194,022</b>	<b>\$ (769)</b>	<b>\$ 5,194,791</b>	<b>\$ 14,917,557</b>	<b>\$ 2,865,834</b>	<b>\$ 12,051,723</b>	<b>\$4,744,007</b>	<b>\$ 5,194,022</b>	<b>\$ 2,023,881</b>	<b>\$ 3,170,141</b>	<b>\$ 14,917,557</b>	<b>\$ 1,631,704</b>	<b>\$ 13,285,853</b>
Major Maintenance	\$ -	\$ 341,000	\$ (341,000)	\$ 48,247	\$ 872,000	\$ (823,753)	\$1,975,000	\$ -	\$ 14,906	\$ (14,906)	\$ 48,247	\$ 266,286	\$ (218,039)
Engineering Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers (In) Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Net Income/(Loss)</b>	<b>\$ 5,194,022</b>	<b>\$ (341,769)</b>	<b>\$ 5,535,791</b>	<b>\$ 14,869,310</b>	<b>\$ 1,993,834</b>	<b>\$ 12,875,476</b>	<b>\$2,769,007</b>	<b>\$ 5,194,022</b>	<b>\$ 2,008,975</b>	<b>\$ 3,185,047</b>	<b>\$ 14,869,310</b>	<b>\$ 1,365,419</b>	<b>\$ 13,503,891</b>

## DuPage Flight Center

### STATEMENT OF REVENUES AND EXPENSES

For the Month Ending 8/31/2021

	Month			YTD			2021 Annual Budget	Month			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance		2021	2020	Variance	2021	2020	Variance
<b>REVENUES</b>													
Hangar Rentals	\$ 23,775	\$ 35,417	\$ (11,642)	\$ 314,077	\$ 283,336	\$ 30,741	\$ 425,004	\$ 23,775	\$ 49,112	\$ (25,337)	\$ 314,077	\$ 314,160	\$ (83)
Ramp Tie Downs & Overnight fees	\$ 3,817	\$ 1,939	\$ 1,878	\$ 24,941	\$ 15,512	\$ 9,429	\$ 23,268	\$ 3,817	\$ 3,591	\$ 226	\$ 24,941	\$ 11,753	\$ 13,188
Fuel and Oil Sales	\$ 1,148,601	\$ 583,984	\$ 564,617	\$ 7,933,389	\$ 4,344,607	\$ 3,588,782	\$ 6,613,226	\$ 1,148,601	\$ 751,740	\$ 396,861	\$ 7,933,389	\$ 4,913,895	\$ 3,019,494
Volume Rebate	\$ -	\$ (2,917)	\$ 2,917	\$ -	\$ (23,336)	\$ 23,336	\$ (35,004)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Line Service Other	\$ 4,630	\$ 4,167	\$ 463	\$ 61,617	\$ 33,336	\$ 28,281	\$ 50,004	\$ 4,630	\$ 4,140	\$ 490	\$ 61,617	\$ 42,404	\$ 19,213
Aircraft Catering	\$ 348	\$ 833	\$ (485)	\$ 5,005	\$ 6,664	\$ (1,659)	\$ 9,996	\$ 348	\$ 245	\$ 103	\$ 5,005	\$ 5,008	\$ (3)
Non Airfield Rent/Lease/Maintenance Revenue	\$ 495	\$ 491	\$ 4	\$ 3,756	\$ 3,928	\$ (172)	\$ 5,892	\$ 495	\$ 472	\$ 24	\$ 3,756	\$ 3,122	\$ 634
<b>Total Revenue</b>	<b>\$ 1,181,666</b>	<b>\$ 623,914</b>	<b>\$ 557,752</b>	<b>\$ 8,342,785</b>	<b>\$ 4,664,047</b>	<b>\$ 3,678,738</b>	<b>\$ 7,092,386</b>	<b>\$ 1,181,666</b>	<b>\$ 809,300</b>	<b>\$ 372,367</b>	<b>\$ 8,342,785</b>	<b>\$ 5,290,342</b>	<b>\$ 3,052,443</b>
<b>OPERATING EXPENSES</b>													
Fuel and Oil Cost of Sales	\$ 587,571	\$ 289,586	\$ 297,985	\$ 3,914,931	\$ 2,144,767	\$ 1,770,164	\$ 3,263,090	\$ 587,571	\$ 313,204	\$ 274,368	\$ 3,914,931	\$ 2,181,564	\$ 1,733,367
De ice Cost of Goods	\$ -	\$ -	\$ -	\$ 4,508	\$ 22,000	\$ (17,492)	\$ 27,000	\$ -	\$ 47	\$ (47)	\$ 4,508	\$ 24,854	\$ (20,346)
Credit Card Expense	\$ 18,519	\$ 6,630	\$ 11,889	\$ 110,718	\$ 53,040	\$ 57,678	\$ 79,560	\$ 18,519	\$ 9,281	\$ 9,238	\$ 110,718	\$ 62,658	\$ 48,060
Food - COGS	\$ 4,885	\$ 7,050	\$ (2,165)	\$ 53,264	\$ 56,400	\$ (3,136)	\$ 84,600	\$ 4,885	\$ 6,261	\$ (1,376)	\$ 53,264	\$ 52,310	\$ 954
Maintenance	\$ 15,154	\$ 20,256	\$ (5,102)	\$ 145,289	\$ 162,048	\$ (16,759)	\$ 243,072	\$ 15,154	\$ 24,957	\$ (9,803)	\$ 145,289	\$ 151,576	\$ (6,287)
<b>Total Cost of Sales</b>	<b>\$ 626,129</b>	<b>\$ 323,522</b>	<b>\$ 302,607</b>	<b>\$ 4,228,710</b>	<b>\$ 2,438,255</b>	<b>\$ 1,790,455</b>	<b>\$ 3,697,322</b>	<b>\$ 626,129</b>	<b>\$ 353,751</b>	<b>\$ 272,379</b>	<b>\$ 4,228,710</b>	<b>\$ 2,472,963</b>	<b>\$ 1,755,747</b>
<b>Gross Profit/(Loss)</b>	<b>\$ 555,537</b>	<b>\$ 300,392</b>	<b>\$ 255,145</b>	<b>\$ 4,114,074</b>	<b>\$ 2,225,792</b>	<b>\$ 1,888,282</b>	<b>\$ 3,395,064</b>	<b>\$ 555,537</b>	<b>\$ 455,549</b>	<b>\$ 99,988</b>	<b>\$ 4,114,074</b>	<b>\$ 2,817,379</b>	<b>\$ 1,296,696</b>
<b>GENERAL AND ADMINISTRATIVE</b>	\$ 133,696	\$ 136,442	\$ (2,746)	\$ 1,051,953	\$ 1,116,770	\$ (64,817)	\$ 1,748,207	\$ 133,696	\$ 123,697	\$ 9,999	\$ 1,051,953	\$ 1,040,383	\$ 11,569
<b>Operating Income/(Loss)</b>	<b>\$ 421,841</b>	<b>\$ 163,950</b>	<b>\$ 257,891</b>	<b>\$ 3,062,122</b>	<b>\$ 1,109,022</b>	<b>\$ 1,953,100</b>	<b>\$ 1,646,857</b>	<b>\$ 421,841</b>	<b>\$ 331,852</b>	<b>\$ 89,989</b>	<b>\$ 3,062,122</b>	<b>\$ 1,776,996</b>	<b>\$ 1,285,126</b>
<b>Net Income/(Loss) before Depreciation</b>	<b>\$ 421,841</b>	<b>\$ 163,950</b>	<b>\$ 257,891</b>	<b>\$ 3,062,122</b>	<b>\$ 1,109,022</b>	<b>\$ 1,953,100</b>	<b>\$ 1,646,857</b>	<b>\$ 421,841</b>	<b>\$ 331,852</b>	<b>\$ 89,989</b>	<b>\$ 3,062,122</b>	<b>\$ 1,776,996</b>	<b>\$ 1,285,126</b>
Depreciation	\$ 693	\$ 693	\$ 0	\$ 5,548	\$ 5,544	\$ 4	\$ 8,316	\$ 693	\$ 693	\$ -	\$ 5,548	\$ 5,548	\$ -
Major Maintenance	\$ -	\$ 57,000	\$ (57,000)	\$ 40,125	\$ 114,000	\$ (73,875)	\$ 285,000	\$ -	\$ -	\$ -	\$ 40,125	\$ -	\$ 40,125
<b>Net Income/(Loss)</b>	<b>\$ 421,148</b>	<b>\$ 106,257</b>	<b>\$ 314,891</b>	<b>\$ 3,016,449</b>	<b>\$ 989,478</b>	<b>\$ 2,026,971</b>	<b>\$ 1,353,541</b>	<b>\$ 421,148</b>	<b>\$ 331,158</b>	<b>\$ 89,989</b>	<b>\$ 3,016,449</b>	<b>\$ 1,771,448</b>	<b>\$ 1,245,001</b>

**Prairie Landing Golf Club**

**STATEMENT OF REVENUES AND EXPENSES**

For the Month Ending 8/31/2021

	Month			YTD			2021 Annual Budget	Month			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance		2021	2020	Variance	2021	2020	Variance
<b>REVENUES</b>													
P100 - Golf Administration	\$ 241	\$ 350	\$ (109)	\$ 1,219	\$ 2,450	\$ (1,231)	\$ 3,500	\$ 241	\$ 264	\$ (23)	\$ 1,219	\$ 1,793	\$ (574)
P300 - Golf Operations	\$ 193,004	\$ 226,500	\$ (33,496)	\$ 1,300,528	\$ 1,136,400	\$ 164,128	\$ 1,435,000	\$ 193,004	\$ 271,974	\$ (78,970)	\$ 1,300,528	\$ 1,039,970	\$ 260,558
P400 - Golf Food and Beverage	\$ 64,201	\$ 57,500	\$ 6,701	\$ 288,726	\$ 239,500	\$ 49,226	\$ 324,000	\$ 64,201	\$ 74,716	\$ (10,515)	\$ 288,726	\$ 196,665	\$ 92,061
P500 - Golf Banquets	\$ 43,488	\$ 54,500	\$ (11,012)	\$ 130,754	\$ 233,690	\$ (102,936)	\$ 375,475	\$ 43,488	\$ 9,457	\$ 34,032	\$ 130,754	\$ 28,576	\$ 102,178
P600 - Golf In-house Events	\$ -	\$ 5,650	\$ (5,650)	\$ 16,390	\$ 41,810	\$ (25,420)	\$ 60,626	\$ -	\$ 5,060	\$ (5,060)	\$ 16,390	\$ 20,356	\$ (3,965)
P700 - Golf Outings	\$ 91,371	\$ 53,650	\$ 37,721	\$ 254,324	\$ 167,900	\$ 86,424	\$ 250,000	\$ 91,371	\$ 76,530	\$ 14,841	\$ 254,324	\$ 90,491	\$ 163,832
P900 - Kitty Hawk Café	\$ 853	\$ 2,000	\$ (1,147)	\$ 6,001	\$ 13,400	\$ (7,399)	\$ 19,600	\$ 853	\$ 661	\$ 192	\$ 6,001	\$ 3,981	\$ 2,020
<b>Total Revenue</b>	<b>\$ 393,157</b>	<b>\$ 400,150</b>	<b>\$ (6,993)</b>	<b>\$ 1,997,943</b>	<b>\$ 1,835,150</b>	<b>\$ 162,793</b>	<b>\$ 2,468,201</b>	<b>\$ 393,157</b>	<b>\$ 438,662</b>	<b>\$ (45,504)</b>	<b>\$ 1,997,943</b>	<b>\$ 1,381,833</b>	<b>\$ 616,110</b>
<b>OPERATING EXPENSES</b>													
P200 - Golf Maintenance	\$ 86,020	\$ 86,722	\$ (702)	\$ 484,350	\$ 529,278	\$ (44,928)	\$ 781,993	\$ 86,020	\$ 85,704	\$ 316	\$ 484,350	\$ 480,648	\$ 3,702
P300 - Golf Operations	\$ 44,161	\$ 44,274	\$ (113)	\$ 227,620	\$ 233,410	\$ (5,790)	\$ 335,514	\$ 44,161	\$ 59,567	\$ (15,406)	\$ 227,620	\$ 217,596	\$ 10,024
P400 - Golf Food and Beverage	\$ 34,806	\$ 29,537	\$ 5,269	\$ 214,703	\$ 158,347	\$ 56,356	\$ 225,361	\$ 34,806	\$ 53,374	\$ (18,569)	\$ 214,703	\$ 201,554	\$ 13,149
P500 - Golf Banquets	\$ 42,126	\$ 24,452	\$ 17,674	\$ 101,775	\$ 132,300	\$ (30,525)	\$ 207,031	\$ 42,126	\$ 27,335	\$ 14,791	\$ 101,775	\$ 88,548	\$ 13,227
P600 - Golf In-house Events	\$ -	\$ 2,036	\$ (2,036)	\$ 5,745	\$ 16,240	\$ (10,495)	\$ 23,149	\$ -	\$ 2,362	\$ (2,362)	\$ 5,745	\$ 7,294	\$ (1,549)
P700 - Golf Outings	\$ 5,140	\$ 6,028	\$ (889)	\$ 12,238	\$ 17,028	\$ (4,790)	\$ 26,620	\$ 5,140	\$ 14,419	\$ (9,280)	\$ 12,238	\$ 15,078	\$ (2,840)
P800 - Golf Kitchen	\$ 15,685	\$ 14,738	\$ 947	\$ 113,308	\$ 119,438	\$ (6,130)	\$ 178,892	\$ 15,685	\$ -	\$ 15,685	\$ 113,308	\$ -	\$ 113,308
P900 - Kitty Hawk Café	\$ 853	\$ 2,000	\$ (1,147)	\$ 6,001	\$ 13,400	\$ (7,399)	\$ 19,600	\$ 853	\$ 661	\$ 192	\$ 6,001	\$ 3,981	\$ 2,020
<b>Total Cost of Sales</b>	<b>\$ 228,791</b>	<b>\$ 209,787</b>	<b>\$ 19,004</b>	<b>\$ 1,165,741</b>	<b>\$ 1,219,441</b>	<b>\$ (53,701)</b>	<b>\$ 1,798,160</b>	<b>\$ 228,791</b>	<b>\$ 243,422</b>	<b>\$ (14,631)</b>	<b>\$ 1,165,741</b>	<b>\$ 1,014,699</b>	<b>\$ 151,041</b>
<b>Gross Profit/(Loss)</b>	<b>\$ 164,367</b>	<b>\$ 190,363</b>	<b>\$ (25,996)</b>	<b>\$ 832,202</b>	<b>\$ 615,709</b>	<b>\$ 216,493</b>	<b>\$ 670,041</b>	<b>\$ 164,367</b>	<b>\$ 195,240</b>	<b>\$ (30,873)</b>	<b>\$ 832,202</b>	<b>\$ 367,133</b>	<b>\$ 465,069</b>
<b>GENERAL AND ADMINISTRATIVE</b>	\$ 45,257	\$ 43,296	\$ 1,961	\$ 359,174	\$ 350,469	\$ 8,705	\$ 525,064	\$ 45,257	\$ 39,927	\$ 5,330	\$ 359,174	\$ 292,597	\$ 66,577
<b>Operating Income/(Loss)</b>	<b>\$ 119,109</b>	<b>\$ 147,067</b>	<b>\$ (27,958)</b>	<b>\$ 473,028</b>	<b>\$ 265,240</b>	<b>\$ 207,788</b>	<b>\$ 144,977</b>	<b>\$ 119,109</b>	<b>\$ 155,313</b>	<b>\$ (36,203)</b>	<b>\$ 473,028</b>	<b>\$ 74,537</b>	<b>\$ 398,492</b>
<b>NON-OPERATING REVENUES/(EXPENSES)</b>													
Property Tax Expenses	\$ (4,913)	\$ (11,500)	\$ 6,587	\$ 36,498	\$ (92,000)	\$ 128,498	\$ (138,000)	\$ (4,913)	\$ (11,134)	\$ 6,221	\$ 36,498	\$ (79,850)	\$ 116,347
Investment Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gain on Sale of Fixed Assets	\$ 775	\$ -	\$ 775	\$ 2,175	\$ -	\$ 2,175	\$ -	\$ 775	\$ 3,471	\$ (2,696)	\$ 2,175	\$ 13,522	\$ (11,347)
<b>Net Income/(Loss) before Depreciation &amp; Adj.</b>	<b>\$ 114,971</b>	<b>\$ 135,567</b>	<b>\$ (20,596)</b>	<b>\$ 511,701</b>	<b>\$ 173,240</b>	<b>\$ 338,461</b>	<b>\$ 6,977</b>	<b>\$ 114,971</b>	<b>\$ 147,650</b>	<b>\$ (32,679)</b>	<b>\$ 511,701</b>	<b>\$ 8,209</b>	<b>\$ 503,492</b>
Depreciation	\$ 207	\$ 207	\$ (0)	\$ 1,652	\$ 1,656	\$ (4)	\$ 2,484	\$ 207	\$ 594	\$ (387)	\$ 1,652	\$ 4,752	\$ (3,099)
Major Maintenance	\$ 3,009	\$ 55,000	\$ (51,991)	\$ 7,943	\$ 213,920	\$ (205,977)	\$ 378,920	\$ 3,009	\$ -	\$ 3,009	\$ 7,943	\$ 16,642	\$ (8,699)
Transfers (In) Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Net Income/(Loss)</b>	<b>\$ 111,756</b>	<b>\$ 80,360</b>	<b>\$ 31,396</b>	<b>\$ 502,106</b>	<b>\$ (42,336)</b>	<b>\$ 544,442</b>	<b>\$ (374,427)</b>	<b>\$ 111,756</b>	<b>\$ 147,056</b>	<b>\$ (35,300)</b>	<b>\$ 502,106</b>	<b>\$ (13,185)</b>	<b>\$ 515,291</b>





## Accounts Receivable Aging Report Over 60 Days Past Due

Customer No.	Customer Name	Current @ 08/31/21	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	-	(8,281.00)	-	11,235.00	158,335.00	161,289.00	42.57%
A-PEA02	Andrew Pempek	-	-	-	6,310.00	80,506.01	86,816.01	22.91%
A-RSA01	RSH Aviation, Inc.	-	3,272.00	-	3,272.00	27,554.48	34,098.48	9.00%
A-61L01	6-1 LLC	-	-	-	-	24,300.00	24,300.00	6.41%
A-MUM02	Matt Mukenschnabl	-	800.00	-	800.00	17,132.02	18,732.02	4.94%
A-AFS01	AVEL FLIGHT SCHOOL, INC.	-	1,040.00	-	1,040.00	13,640.00	15,720.00	4.15%
A-TEA03	TRAVEL EXPRESS MAINTENANCE	-	500.00	-	500.00	10,568.30	11,568.30	3.05%
A-GES01	GENERAL SERVICES ADMIN (GS-05B-1869	-	-	-	-	6,259.16	6,259.16	1.65%
A-TOT01	Toni Transportation, LLC	-	3,063.00	-	3,063.00	-	6,126.00	1.62%
A-GLL01	Glenway Leasing	-	493.00	-	493.00	3,908.13	4,894.13	1.29%
A-SPD01	STATE POLICE DEPARTMENT	-	2,092.97	-	2,092.97	-	4,185.94	1.10%
A-HAR04	Raza Haq	-	-	-	-	1,391.81	1,391.81	0.37%
A-THS01	Scott Thoman	-	-	-	-	1,288.00	1,288.00	0.34%
A-DOJ01	JOE DOLLENS	-	79.00	-	79.00	1,073.52	1,231.52	0.33%
A-FSX01	FSX Chicago, LLC	-	-	-	-	887.66	887.66	0.23%
A-VFC02	VAGABOND FLYING ASSOCIATION	-	24.00	-	24.00	-	48.00	0.01%
A-MIT02	TODD MILLER	-	9.00	-	9.00	-	18.00	0.00%
A-GOB01	BROOKS GOTHAM	-	5.00	-	5.00	-	10.00	0.00%
A-ZEE02	Zee Enterprise, Inc.	-	-	-	9.00	-	9.00	0.00%
<b>Report Total:</b>		<b>-</b>	<b>3,096.97</b>	<b>-</b>	<b>28,931.97</b>	<b>346,844.09</b>	<b>378,873.03</b>	
<b>Percent of Total:</b>		<b>0.00%</b>	<b>0.82%</b>	<b>0.00%</b>	<b>7.64%</b>	<b>91.55%</b>	<b>100.00%</b>	



TO: Board of Commissioners

FROM: Patrick Hoard  
Finance Director

THROUGH: Mark Doles  
Executive Director

RE: Authorization of Proposed Resolution 2021-2462; Approving the Use of Outside Auditors for the Year 2022

DATE: September 8, 2021

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**SUMMARY:**

As required by the Airport Authority’s By-Laws, the Board of Commissioners each year must approve the outside auditors to be utilized by the Airport Authority. In August 2017, staff conducted a Request for Proposal (RFP) process for Financial Auditing Services and selected Sikich LLP as the Authority’s outside auditing firm.

For the past four (4) years, Sikich has audited the Authority’s financials for a cost of \$30,160 in 2017, \$31,100 in 2018, \$31,900 in 2019, and \$32,500 in 2020. Staff is in receipt of a proposal from Sikich for auditing the 2021 financials for an all-inclusive maximum fee of \$33,100 and hourly rates of \$265 Partners, \$205 Managers, \$158 Senior Accountants and \$138 Staff for additional services. If required for grant related projects, Sikich will conduct a single audit for an all-inclusive maximum fee of \$3,100 or \$1,550 for yellow book audits.

**PREVIOUS COMMITTEE/BOARD ACTION:**

September 15, 2021 Finance Committee – this item is on the agenda for review and consideration.

**REVENUE OR FUNDING IMPLICATIONS:**

The all-inclusive maximum fee provided by Sikich LLP for auditing the 2021 financials is \$33,100 and hourly rates of \$265 Partners, \$205 Managers, \$158 Senior Accountants and \$138 Staff for additional services.

Audit related costs are included in the Operating Budget.

**STAKEHOLDER PROCESS:**

N/A

**LEGAL REVIEW:**

N/A

**ATTACHMENTS:**

- Proposed Resolution 2021-2462; Approving the Use of Outside Auditors for the Year 2022.

**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 Resolution 2021-2462; Approving the Use of Outside Auditors for the Year 2022 at the September 15, 2021 Board meeting.

**RESOLUTION 2021-2462**

**Approving the Use of Outside Auditors for the Year 2022**

**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 previously enacted By-Laws for its operation; and

**WHEREAS**, Article V of the Authority’s By-Laws requires that outside auditors be hired and approved by the Board of Commissioners on an annual basis; and

**WHEREAS**, the Authority has previously selected the firm of Sikich LLP as its outside auditor through a qualification-based Request for Proposal process; and

**WHEREAS**, the Authority desires and deems it to be in the best interest of the Authority to appoint the firm of Sikich LLP as its outside auditor for the year 2022 for the all-inclusive maximum fee of \$33,100 for auditing its 2021 financial statements, \$3,100 single audit, \$1,550 yellow book audit and hourly rates of: \$265 for Partners, \$205 for Managers, \$158 for Senior Accountants and \$138 for Staff for any additional services provided beyond auditing the Authority’s 2021 financial statements; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority hereby approves the hiring of Sikich LLP as its outside auditors for the year 2022 and 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 15<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2021-2462**



TO: Board of Commissioners

FROM: Dan Barna  
Operations and Capital Program Manager

THROUGH: Mark Doles  
Executive Director

RE: Proposed Resolution 2021-2463; Award of Contract to Pelican Chemicals, Inc.  
for the Procurement of Sodium Formate Runway Deicing Material

DATE: September 8, 2021

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**SUMMARY:**

Each winter season, the Airport Authority procures Sodium Formate runway deicing material for anti-icing and deicing runway applications. Sodium Formate utilized in past winter seasons is as follows:

2018/2019 winter season – 22 tons  
2019/2020 winter season – 13 tons  
2020/2021 winter season – 14 tons

In preparation for the 2021/2022 winter season, staff solicited sealed bids for procurement of Sodium Formate deicing material in the July 15, 2021 edition of the Daily Herald Newspaper. Four (4) sealed bids were received and opened at 2:30 p.m. on August 5, 2021. Bid results are as follows:

Bidder	Product	Price Per Ton
Pelican Chemicals, Inc. Missoula, MT	Sodium Formate	\$1,508.82
Nachurs Alpine Solutions Marion, OH	Sodium Formate	\$1,607.45
Green Earth Deicer Company New Holstein, WI	Sodium Formate/Acetate Blend	\$2,211.00
Green Earth Deicer Company New Holstein, WI	Sodium Acetate	\$2,320.00

Upon evaluation of the bids, it is apparent that Pelican Chemicals, Inc. is the low, responsive and responsible bidder.

**PREVIOUS COMMITTEE/BOARD ACTION:**

September 15, 2021 Finance Committee – this item is on the agenda for review and consideration.

**REVENUE OR FUNDING IMPLICATIONS:**

Staff requests authorization to purchase up to 16 tons of Sodium Formate for the 2021/2022 winter season on an as-needed basis for an amount not-to-exceed \$24,141.12. Funding for this item is included in the 2021 and 2022 Operating Budgets.

**STAKEHOLDER PROCESS:**

No stakeholders have been identified at this time.

**LEGAL REVIEW:**

Legal counsel has previously drafted the standard contract utilized for the procurement of this item.

**ATTACHMENTS:**

- Proposed Resolution 2021-2463; Award of Contract to Pelican Chemicals, Inc. for the Procurement of Sodium Formate Runway Deicing Material.
- 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 2021-2463; Award of Contract to Pelican Chemicals, Inc. for the Procurement of Sodium Formate Runway Deicing Material.

**RESOLUTION 2021-2463**

**Award of Contract to Pelican Chemicals, Inc. for the Procurement of Sodium Formate Runway Deicing Material**

**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 the procurement of Sodium Formate runway deicing material; and

**WHEREAS**, the Authority received and reviewed four (4) sealed bids on August 5, 2021; and

**WHEREAS**, it is apparent that Pelican Chemicals, Inc. is the low, responsive and responsible bidder at a cost of \$1,508.82 per ton, F.O.B DuPage Airport; and

**WHEREAS**, the Board of Commissioners of the Authority hereby deem it to be in the best interests of the Authority to enter into a Purchase Order Contract with Pelican Chemicals, Inc. for the procurement of up to 16 tons of Sodium Formate runway deicing material for an amount not-to-exceed \$24,141.12 for the 2021/2022 winter season; 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 said Purchase Order Contracts with Pelican Chemicals, Inc. for an amount not-to-exceed \$24,141.12 for the 2021/2022 winter season and to take whatever steps necessary to effectuate the terms of said Purchase Orders.

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 15<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2021-2463**

**DUPAGE AIRPORT AUTHORITY  
SODIUM FORMATE/ACETATE RUNWAY DEICING MATERIAL  
SOLICITATION NO. IFB 2021-0714**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

Pelican Chemicals, Inc.  
(name of entity or individual)

2901 W. Broadway, Suite 200  
Missoula, MT 59808  
(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
<u>None</u>				

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."

8/3/21  
(date)

  
(signature)

CEO  
(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 2021-2464; Award of Contract to Nachurs Alpine Solutions Industrial for the Procurement of Potassium Acetate Runway Deicing Fluid  
DATE: September 8, 2021

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**SUMMARY:**

Each winter season, the Airport Authority procures Potassium Acetate runway deicing fluid for anti-icing and deicing runway applications. Potassium Acetate utilized in past winter seasons is as follows:

2018/2019 winter season - 19,929 gallons  
2019/2020 winter season – 9,300 gallons  
2020/2021 winter season – 9,000 gallons

In preparation for the 2021/2022 winter season, staff solicited sealed bids for procurement of Potassium Acetate in the July 15, 2021 edition of the Daily Herald Newspaper. Three (3) sealed bids were received and opened at 2:00 p.m. on August 5, 2021. Bid results are as follows:

Bidder	Price Per Gallon
Nachurs Alpine Solutions Industrial Marion, OH	\$4.59
Pelican Chemicals, Inc. Missoula, MT	\$5.25
Green Earth Deicer Company New Holstein, WI	\$5.26

Upon evaluation of the bids, it is apparent that Nachurs Alpine Solutions Industrial is the low, responsive and responsible bidder.

**PREVIOUS COMMITTEE/BOARD ACTION:**

September 15, 2021 Finance Committee – this item is on the agenda for review and consideration.

**REVENUE OR FUNDING IMPLICATIONS:**

Staff requests authorization to purchase up to 8,800 gallons of Potassium Acetate for the 2021/2022 winter season on an as-needed basis for an amount not-to-exceed \$40,392. Funding for this item is included in the 2021 and 2022 Operating Budgets.

**STAKEHOLDER PROCESS:**

No stakeholders have been identified at this time.

**LEGAL REVIEW:**

Legal counsel has previously drafted the standard contract utilized for the procurement of this item.

**ATTACHMENTS:**

- Proposed Resolution 2021-2464; Award of Contract to Nachurs Alpine Solutions Industrial for the Procurement of Potassium Acetate Runway Deicing Fluid.
- 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 2021-2464; Award of Contract to Nachurs Alpine Solutions Industrial for the Procurement of Potassium Acetate Runway Deicing Fluid.

**RESOLUTION 2021-2464**

**Award of Contract to Nachurs Alpine Solutions Industrial for the Procurement of Potassium Acetate Runway Deicing Fluid**

**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 the procurement of Potassium Acetate runway deicing fluid; and

**WHEREAS**, the Authority has received and reviewed three (3) sealed bids on August 5, 2021; and

**WHEREAS**, it is apparent that Nachurs Alpine Solutions Industrial is the low, responsive and responsible bidder at a cost of \$4.59 per gallon, F.O.B DuPage Airport; and

**WHEREAS**, the Board of Commissioners of the Authority hereby deem it to be in the best interests of the Authority to enter into a Purchase Order Contract with Nachurs Alpine Solutions Industrial for the procurement of up to 8,800 gallons of Potassium Acetate runway deicing fluid at \$4.59 per gallon for a total amount not-to-exceed \$40,392 for the 2021/2022 winter season; 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 said Purchase Order Contracts with Nachurs Alpine Solutions Industrial at a price of \$4.59 per gallon for a total amount not-to-exceed \$40,392 for the 2021/2022 winter season and to take whatever steps necessary to effectuate the terms of said Purchase Order.

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 15<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2021-2464**

**DUPAGE AIRPORT AUTHORITY  
 POTASSIUM ACETATE RUNWAY DEICING FLUID  
 SOLICITATION NO. IFB 2021-0713**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

Nachurs Alpine Solutions a div. of Nachurs Alpine Solutions LLC  
 (name of entity or individual)

421 Leader Street  
Marion, OH 43302

(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. None

Elected Official	Office	Date	Amount	Form
<del>_____</del>	<del>_____</del> <i>NONE</i>	<del>_____</del>	<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>	<del>_____</del>	<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>	<del>_____</del>	<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>	<del>_____</del>	<del>_____</del>	<del>_____</del>

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."

Augst 3, 2021  
 (date)

*John Grega*  
 (signature)

John Grega, CFO  
 (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 2021-2465; Award of Contract to Preform Traffic Control Systems, Ltd. for Pavement Marking Services

DATE: September 8, 2021



**SUMMARY:**

Each year, the Airport Authority utilizes an airfield and roadway painting contractor to maintain airfield pavement markings, ensuring the highest standard of safety for aircraft utilizing the facility. Surface painted markings include runway markings, taxiway markings, ramp markings, and roadway/parking lot markings. The contractor completes painting of scheduled pavement marking areas over the term of a three (3) year contract.

Paint removal and application is performed in accordance with Illinois Department of Transportation and Federal Aviation Administration specifications. The previous contract with Preform Traffic Control Systems, Ltd. expired earlier this year.

A solicitation for a new three (3) year contract was advertised in the May 14, 2021 edition of the Daily Herald Newspaper. The Authority received one (1) bid on June 4, 2021 and issued a second invitation for bids in accordance with Section 6-18-11 of the Authority’s Procurement Code. Upon issuing a second invitation for bids, again the Authority received one (1) bid on August 2, 2021. Bid results are as follows:

Bidder	2021 Cost	2022 Cost	2023 Cost	3 Year Total
Preform Traffic Control Systems Elk Grove, IL	\$56,535.25	\$66,850.36	\$117,457.13	\$240,842.74

It is apparent that Preform Traffic Control Systems, Ltd. is the low, responsive and responsible bidder and that the Executive Director has determined that the prices submitted are fair and reasonable. The Authority has been pleased with the performance of Preform Traffic Control in the past.

**PREVIOUS COMMITTEE/BOARD ACTION:**

September 15, 2021 Finance Committee – this item is on the agenda for review and consideration.

**REVENUE OR FUNDING IMPLICATIONS:**

Staff requests authorization to enter into a written Contract with Preform Traffic Control Systems, Ltd. for providing pavement marking services for the term of September 15, 2021 and ending on September 15, 2024 for a three (3) year cost not-to-exceed \$264,927, which includes a 10% owners contingency. The 2021 scope of work (\$56,535.25) has been included in the 2021 Operating Budget.

**STAKEHOLDER PROCESS:**

No stakeholders have been identified at this time.

**LEGAL REVIEW:**

Legal counsel has previously drafted the standard contract utilized for the procurement of this item.

**ATTACHMENTS:**

- Proposed Resolution 2021-2465; Award of Contract to Preform Traffic Control Systems, Ltd. for Pavement Marking Services.
- 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 2021-2465; Award of Contract to Preform Traffic Control Systems, Ltd. For Pavement Marking Services.

**RESOLUTION 2021-2465**

**Award of Contract to Preform Traffic Control Systems, Ltd. for Pavement Marking Services**

**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 a three (3) year Pavement Marking Services Contract; and

**WHEREAS**, the Authority received one (1) bid on June 4, 2021 and issued a second invitation for bids in accordance with Section 6-18-11 of the Authority’s Procurement Code; and

**WHEREAS**, upon issuing a second invitation for bids, again the Authority received one (1) bid on August 2, 2021; and

**WHEREAS**, it is apparent that Preform Traffic Control Systems, Ltd. is the low, responsive and responsible bidder at a three (3) year cost not-to-exceed \$240,842.74; and

**WHEREAS**, the Preform Traffic Control Systems, Ltd. bid is in compliance with the Authority’s Procurement code, and the Executive Director has determined that the prices submitted are fair and reasonable; and

**WHEREAS**, the Board of Commissioners of the Authority hereby deem it to be in the best interests of the Authority to enter into a written Contract with Preform Traffic Control Systems, Ltd. for providing pavement marking services; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority be authorized to enter into a written Contract with Preform Traffic Control Systems, Ltd. for providing pavement marking services for the term of September 15, 2021 and ending on September 15, 2024 for a three (3) year cost not-to-exceed \$264,927, which includes a 10% owners contingency; and

**FURTHER, 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 Preform Traffic Control Systems, Ltd. 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 15<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY





**DUPAGE AIRPORT AUTHORITY  
AIRFIELD PAVEMENT MARKING  
SOLICITATION NO. 2021-0709**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

GRAHAM SCHWARTZ, OWNER AND PRESIDENT OF PREFORM TRAFFIC CONTROL SYSTEMS, LTD.  
(name of entity or individual)  
807 S. ALBERT ST.  
MT. PROSPECT, IL 60056  
\_\_\_\_\_  
(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
NO CONTRIBUTIONS BY ME, MY SPOUSE AND DEPENDENT CHILDREN AND ALL ENTITIES IN WHICH I, MY SPOUSE AND DEPENDENT CHILDREN OWN MORE THAN 5%. I, MY SPOUSE AND DEPENDENT CHILDREN ARE NOT OFFICERS OF ANY ASSOCIATION OR ORGANIZATION.				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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."

8/02/2021  
(date)

  
(signature)

GRAHAM SCHWARTZ, INDIVIDUAL  
(title of signer, if a business)

**DUPAGE AIRPORT AUTHORITY  
AIRFIELD PAVEMENT MARKING  
SOLICITATION NO. 2021-0709**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

MICHAEL J. CAREY, SECRETARY/TREASURER OF PREFORM TRAFFIC CONTROL SYSTEMS, LTD.  
 \_\_\_\_\_  
 (name of entity or individual)  
 10443 SOUTH BELL AVENUE  
 \_\_\_\_\_  
 CHICAGO, IL 60643  
 \_\_\_\_\_

\_\_\_\_\_  
 (address of entity or individual)

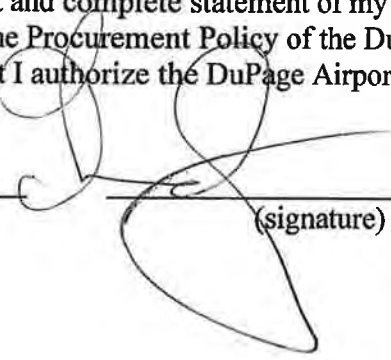
1. List the name and office of every elected official, as that term is defined in the DuPage Airport Authority's Procurement Policy, whom a contribution, exceeding \$150.00 total, was made to in the 24 months preceding the execution of this form. For each elected official, provide, in the space provided, 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
NO CONTRIBUTIONS BY ME, MY SPOUSE AND DEPENDENT CHILDREN AND ALL ENTITIES				
IN WHICH I, MY SPOUSE AND DEPENDENT CHILDREN OWN MORE THAN 5%. I, MY SPOUSE				
AND DEPENDENT CHILDREN ARE NOT OFFICERS OF ANY ASSOCIATION OR ORGANIZATION.				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**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."

8/02/2021  
 \_\_\_\_\_  
 (date)  \_\_\_\_\_  
 (signature) MICHAEL J. CAREY, INDIVIDUAL  
 (title of signer, if a business)

TO: Board of Commissioners

FROM: Dan Barna  
Operations and Capital Program Manager

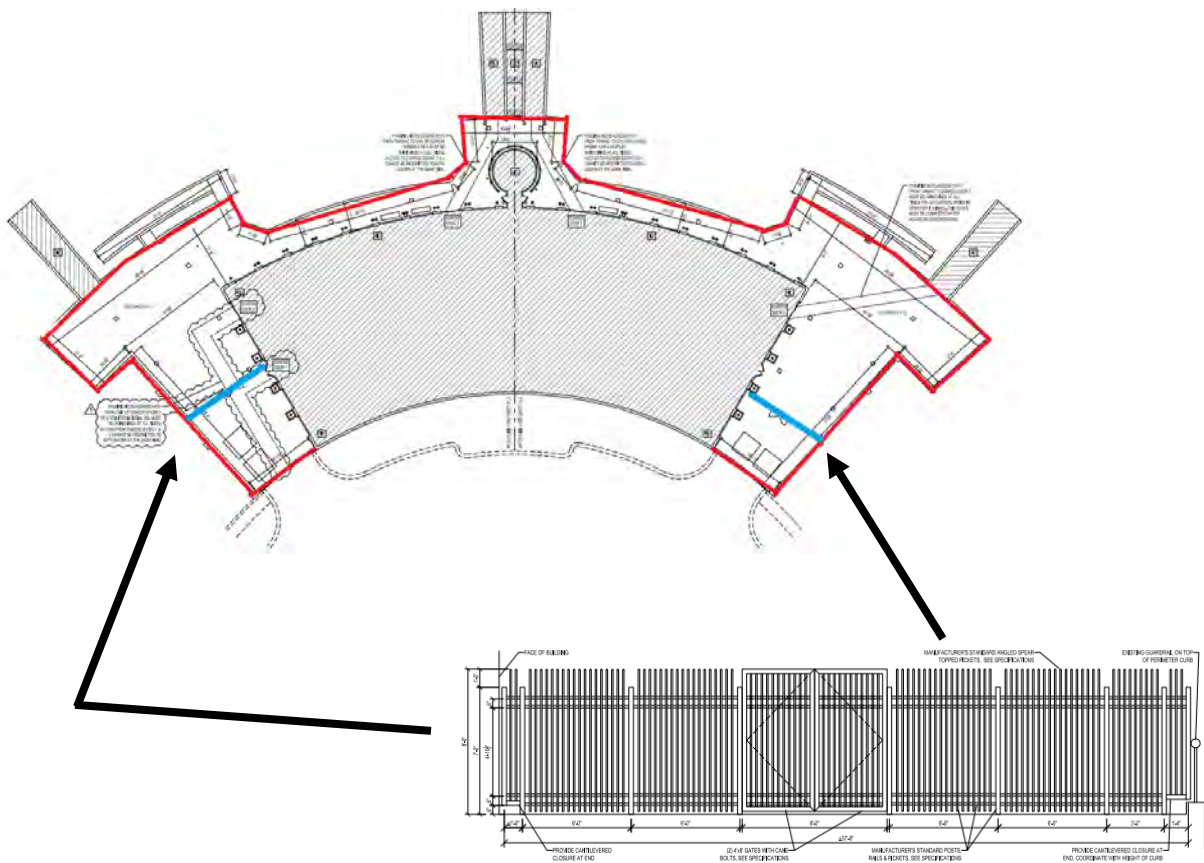
THROUGH: Mark Doles  
Executive Director

RE: Proposed Resolution 2021-2466; Award of Contract to Unified Construction Group, LLC for Flight Center Cantilever Deck Coating and Security Fencing

DATE: September 8, 2021

**SUMMARY:**

The Airport Authority's 2021 Capital and Major Maintenance Budgets include a project to replace the existing epoxy surfacing on the 20,000 SF exterior Flight Center cantilever deck. In addition, decorative vertical security fencing will be added to the north and south areas of the deck.



Staff utilized the services of Wight & Company to prepare plans and specifications for this project. A solicitation for sealed bids was advertised in the August 9, 2021 edition of the *Daily Herald Newspaper*. A mandatory pre-bid meeting was held at 1:00 p.m. on August 23, 2021. Two (2) sealed bids were received and opened at 2:30 p.m. on August 31, 2021. Bid results are as follows:

Bidder	Total Construction Cost
Unified Construction Group Westmont, IL	\$174,800
Red Feather Group Glenview, IL	\$249,000

Upon evaluation of the bids, it is apparent that Unified Construction Group is the low, responsive and responsible bidder. Wight & Company and staff conducted a scope of work interview with Unified Construction and confirmed full compliance with project specifications. Unified Construction Group has performed quality work for the Airport Authority and received positive references for similar projects.

**PREVIOUS COMMITTEE/BOARD ACTION:**

September 15, 2021 Capital Development Committee – this item is on the agenda for review and consideration.

**REVENUE OR FUNDING IMPLICATIONS:**

2021 Major Maintenance Budget (Deck Coating)	\$165,000
2021 Capital Budget (Security Fencing)	\$45,000
Wight Design and Construction Services	(\$9,800)
Unified Construction Group	(\$174,800)
Owner's Contingency 10%	(\$17,480)
	\$7,920

**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 2021-2466; Award of Contract to Unified Construction Group, LLC for Flight Center Cantilever Deck Coating and Security Fencing.
- 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 2021-2466; Award of Contract to Unified Construction Group, LLC for Flight Center Cantilever Deck Coating and Security Fencing.

**RESOLUTION 2021-2466**

**Award of Contract to Unified Construction Group, LLC for Flight Center Cantilever Deck Coating and Security Fencing**

**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 epoxy coating of the Flight Center cantilever deck, including the installation of security fencing; and

**WHEREAS**, the Authority received and reviewed two (2) sealed bids on August 31, 2021; and

**WHEREAS**, it is apparent that Unified Construction Group, LLC is the low, responsive and responsible bidder at a total cost of \$174,800; 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 Unified Construction Group, LLC for epoxy coating of the Flight Center cantilever deck, including the installation of security fencing for a total cost not-to-exceed \$192,280, 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 Unified Construction Group, LLC for a total cost not-to-exceed \$192,280 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 15th day of September, 2021.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**DUPAGE AIRPORT AUTHORITY  
DECK RECOATING AND FENCING  
SOLICITATION NO. 2021-0808**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

Unified Construction Group, LLC

(name of entity or individual)

900 Oakmont Ln, Ste 110

Westmont, IL 60559

(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
N/A				
<i>None</i>				

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."

8/31/21

(date)



(signature)

President/Manager

(title of signer, if a business)



# DUPAGE AIRPORT AUTHORITY

TO: Board of Commissioners

FROM: Dan Barna  
Operations and Capital Program Manager

THROUGH: Mark Doles  
Executive Director

RE: Proposed Resolution 2021-2467; Award of Contract to Futurity 19, Inc. for  
DuPage Airport Fuel Farm Painting Upgrades

DATE: September 8, 2021

**SUMMARY:**

The Airport Authority’s 2021 Major Maintenance Budget includes a project to paint above ground fuel piping at the DuPage Airport Fuel Farm in addition to the self-serve above ground fuel tank located at the North Ramp. All surfaces will be vapor blasted to bare metal and will receive 1 coat of zinc primer, 1 coat of epoxy and 1 coat of polyurethane paint.

Base Bid – DuPage Airport Fuel Farm Above Ground Piping	Alternate 1 Bid – North Ramp Self-Serve Fuel Tank
	



A solicitation for sealed bids was advertised in the August 9, 2021 edition of the *Daily Herald Newspaper*. A mandatory pre-bid meeting was held at 10:00 a.m. on August 19, 2021. Four (4) sealed bids were received and opened at 3:00 p.m. on August 31, 2021. Bid results are as follows:

Bidder	Base Bid Fuel Farm Piping	Alternate 1 Bid Self-Serve Fuel Tank
Futurity 19, Inc. Hinsdale, IL	\$27,700	\$26,700
Red Feather Group Glenview, IL	\$79,300	\$31,200
Celtic Commercial Painting Woodridge, IL	\$93,993	\$34,081
K-Plus Mechanical Plainfield, IL	\$213,320	\$61,000

Upon evaluation of the bids, it is apparent that Futurity 19, Inc. is the low, responsive and responsible bidder. Staff conducted a scope of work interview with Futurity 19 and confirmed full compliance with project specifications. Futurity 19 received positive response from public sector references for completion of similar projects.

**PREVIOUS COMMITTEE/BOARD ACTION:**

September 15, 2021 Capital Development Committee – this item is on the agenda for review and consideration.

**REVENUE OR FUNDING IMPLICATIONS:**

2021 Major Maintenance Budget	\$120,000
Futurity 19, Inc. Base Bid & Alternate 1 Bid	(\$54,400)
Owner's Contingency 10%	(\$5,440)
	\$60,160

**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 2021-2467; Award of Contract to Futurity 19, Inc. for DuPage Airport Fuel Farm Painting Upgrades.
- 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 2021-2467; Award of Contract to Futurity 19, Inc. for DuPage Airport Fuel Farm Painting Upgrades.

**RESOLUTION 2021-2467**

**Award of Contract to Futurity 19, Inc. for DuPage Airport Fuel Farm Painting Upgrades**

**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 painting above ground fuel piping at the DuPage Airport Fuel Farm in addition to painting an above ground fuel storage tank (the “Project”); and

**WHEREAS**, the Authority received and reviewed four (4) sealed bids for the Project on August 31, 2021; and

**WHEREAS**, it is apparent that Futurity 19, Inc. is the low, responsive and responsible bidder for the Base Bid and Alternate 1 Bid of the Project at a total cost of \$54,400; 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 Futurity 19, Inc. for the Base Bid and Alternate 1 Bid of the Project for a total cost not-to-exceed \$59,840, which includes a 10% owner’s contingency; 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 said Contract with Futurity 19, Inc. for the Project, including Alternate 1, at a total cost not-to-exceed \$59,840 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 15th day of September, 2021.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**DUPAGE AIRPORT AUTHORITY  
FUEL FARM PAINTING  
SOLICITATION NO. 2021-0809**

**STATEMENT OF POLITICAL CONTRIBUTIONS**

Futurity 19, Inc  
(name of entity or individual)

3 Grant Square #310, Hinsdale, IL 60521  
  
  
(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
<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

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."

8/30/2021  
(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 2021-2468; 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: Rehabilitate Airport Runways Homerun Ductbank

DATE: September 8, 2021

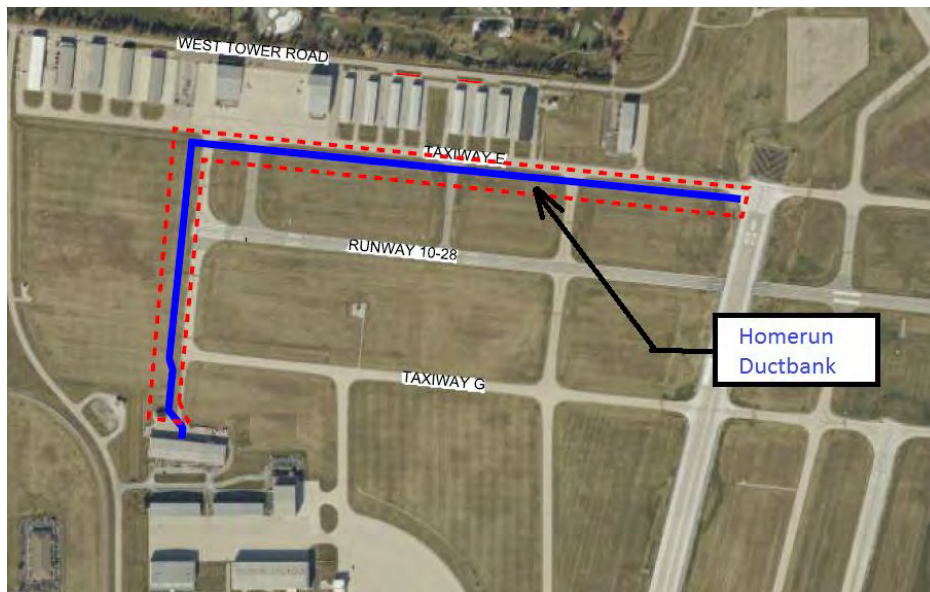
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**SUMMARY:**

The Illinois Department of Transportation, Division of Aeronautics (“IDA”) and the DuPage Airport Authority desire sponsoring a project known as: Rehabilitate Airport Runways Homerun Ductbank.

The project consists of replacing existing electrical ductbank with approximately 3,400’ of 6-way 2” PVC concrete encased ductbank that serves runway lighting circuits on the north airfield. The project also includes the installation of 10 handholes.



The total project cost is estimated to be \$894,874.21 with 100% Federal Cares Act funding.

**PREVIOUS COMMITTEE/BOARD ACTION:**

- January 20, 2021      Regular Board Meeting – the Board approved Resolution 2021-2415 authorizing design phase engineering for this project.
- September 15, 2021    Capital Development Committee – this item is on the agenda for review and consideration.

**REVENUE OR FUNDING IMPLICATIONS:**

The total project cost is estimated to be \$894,874.21 with 100% Federal Cares Act funding. 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 2021-2468; 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: Rehabilitate Airport Runways Homerun Ductbank.

**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 2021-2468; 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: Rehabilitate Airport Runways Homerun Ductbank.

**RESOLUTION 2021-2468**

**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: Rehabilitate Airport Runways Homerun Ductbank**

**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 Rehabilitate Airport Runways Homerun Ductbank (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 \$894,874.21, 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 execute an Intergovernmental Agreement with the State of Illinois Department of Transportation, Division of Aeronautics for Participation in the Airport Improvement Program Project known as Rehabilitate Airport Runways Homerun Ductbank; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the Executive Director’s execution of an Intergovernmental Agreement with the State of Illinois Department of Transportation, Division of Aeronautics for the Project known as Rehabilitate Airport Runways Homerun Ductbank .

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 15th day of September, 2021.

(ATTEST)

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY



TO: Board of Commissioners

FROM: Dan Barna  
Operations and Capital Program Manager

THROUGH: Mark Doles  
Executive Director

RE: Proposed Resolution 2021-2469; Authorizing the Execution of a Construction Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Rehabilitate Airport Runways Homerun Ductbank

DATE: September 8, 2021

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**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: Rehabilitate Airport Runways Homerun Ductbank.

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 \$102,418.12

The Authority anticipates receiving 100% reimbursement from Federal Cares Act funding for these services.

**PREVIOUS COMMITTEE/BOARD ACTION:**

- January 20, 2021 Regular Board Meeting – the Board approved Resolution 2021-2415 authorizing design phase engineering for this project.
- September 15, 2021 Capital Development Committee – this item is on the agenda for review and consideration.

**REVENUE OR FUNDING IMPLICATIONS:**

The Construction Phase Engineering Services Agreement with CH2M is for a total not-to-exceed amount of \$102,418.12. 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 2021-2469; Authorizing the Execution of a Construction Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Rehabilitate Airport Runways Homerun Ductbank.

**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 2021-2469; Authorizing the Execution of a Construction Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Rehabilitate Airport Runways Homerun Ductbank.

**RESOLUTION 2021-2469**

**Authorizing the Execution of a Construction Phase Engineering Services Agreement with CH2M for the Airport Improvement Program Project Known as: Rehabilitate Airport Runways Homerun Ductbank**

**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 Rehabilitate Airport Runways Homerun Ductbank (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 \$102,418.12; and

**WHEREAS**, the Authority anticipates receiving 100% reimbursement from Federal Cares Act funding 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 \$102,418.12 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 15th day of September, 2021.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2021-2470**

**AUTHORIZING THE EXECUTION OF A THIRD 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**, on June 28, 2021, the Authority and Midwest executed the Second Amendment to the Purchase Agreement, which extended Midwest’s Inspection Period under the Agreement to September 15, 2021; and

**WHEREAS**, the Authority and Midwest desire to again amend the terms of the Purchase Agreement to deal with possible costs of connection to electricity at the Subject Property; and

**WHEREAS**, the Authority deems it in the best interests of the Authority and the general public to enter into the Third Amendment to Vacant Land Purchase Agreement and Post-Closing 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 Third Amendment to Vacant Land Purchase Agreement and Post-Closing Agreement attached hereto as Exhibit A and authorizes the Executive Director to take whatever steps necessary to effectuate the terms of the Third Amendment to Vacant Land Purchase Agreement and Post-Closing Agreement on behalf of the Authority.

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

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

Passed and approved by the Board of Commissioners of the DuPage Airport Authority this 15<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

### **THIRD AMENDMENT TO VACANT LAND PURCHASE AGREEMENT and POST-CLOSING AGREEMENT**

**WHEREAS**, on the 20<sup>th</sup> 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 27<sup>th</sup> 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**, on the 28<sup>th</sup> day of June, 2021, Seller and Purchaser entered into the Second Amendment to the Agreement; and

**WHEREAS**, Seller and Purchaser have again agreed to amend the terms of the Agreement and provide for certain post-closing obligations and rights, as set forth herein,

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions hereinafter contained, Seller and Purchaser hereby agree as follows:

1. Post-Closing Escrow. At closing, the sum of \$300,000.00 of Seller’s proceeds of sale (the “Deposit”) shall be deposited into a strict joint order escrow account (“SJO”) with Chicago Title Insurance Company. If Commonwealth Edison Company (“ComEd”) delivers additional power to the DuPage Business Center and the Subject Property via an ESS system and Purchaser spends engineering or construction costs connecting its building to said ESS system, Purchaser shall be reimbursed for such engineering and construction costs after presentation of documentation to Seller showing payment of such expenses and Seller’s agreement to reimbursement of such expense. Seller’s obligation of reimbursement hereunder shall be limited to the amount of the Deposit. Should all of the Deposit not be released to Purchaser pursuant to the terms of this Amendment, the funds remaining in the Deposit shall be released to Seller. In the event of a conflict between the terms of the SJO and this Amendment, the terms of this Amendment shall control.

2. Survival of Rights and Obligations. The parties’ rights and obligations under this Amendment only shall survive the closing of the purchase/sale and shall not merge with the delivery of the deed.

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 and Second 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 THIRD 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 construed 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 \_\_\_\_\_ day of \_\_\_\_\_, 2021, Seller and Purchaser have executed this **THIRD AMENDMENT TO VACANT LAND PURCHASE AGREEMENT AND POST CLOSING 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: \_\_\_\_\_

## Proposed Resolution 2021-2471

Supporting materials will be provided by  
Legal Counsel under a separate cover



**TO:** Board of Commissioners

**FROM:** Mark Doles  
Executive Director

**RE:** Authorization of Proposed Resolution 2021-2472; Authorizing the Execution of Task Order No. 1 with Crawford, Murphy & Tilly, Inc. for the Project: Wetland Assessment and Management Plan

**DATE:** September 8, 2021

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**SUMMARY:**

The DuPage Airport Authority (“DAA”) requires a wetland assessment, delineation and a management plan to properly maintain and protect wetlands in the area north of North Avenue and along the drainage canal that drains the airport south of Prairie Landing through the Business Park.

To properly protect our drainage system, allow the DAA to lawfully maintain its property and to protect the environment, this wetland assessment must be completed along with a management plan that is approved by the regulatory agencies.

Staff is requesting authorization for the Executive Director to execute this Task Order with Crawford, Murphy & Tilly, Inc. in an amount not-to-exceed \$30,870.00.

**PREVIOUS COMMITTEE/BOARD ACTION:**

Sept. 15, 2021 Capital Development, Leasing and Customer Fees Committee - this item is on the agenda for review and consideration

**REVENUE OR FUNDING IMPLICATIONS:**

The FY’21 budget contains adequate funding to facilitate this work.

**STAKEHOLDER PROCESS:**

Not applicable.

**LEGAL REVIEW:**

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



**ATTACHMENTS:**

- Exhibits showing locations studied under the proposed scope of work
- Proposed Resolution 2021-2472; Authorizing the Execution of Task Order No. 1 with Crawford, Murphy & Tilly, Inc. for the Project: Wetland Assessment and Management Plan
- Proposed Scope of Services

**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 proposed Resolution 2021-2472; Authorizing the Execution of Task Order No. 1 with Crawford, Murphy & Tilly, Inc. for the Project: Wetland Assessment and Management Plan at the September 15, 2021 Board meeting.



**RESOLUTION 2021-2472**

**Authorizing the Execution of Task Order No. 1 with Crawford, Murphy & Tilly, Inc. for the Project: Wetland Assessment and Management Plan**

**WHEREAS**, the DuPage Airport Authority, an Illinois Special District (“Authority”), previously selected Crawford, Murphy & Tilly, Inc. (“CMT”) 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 Wetland Assessment and Management Plan (the "Project"); and

**WHEREAS**, the Authority has previously entered into a Contract with CMT for work at the DuPage Airport and is in receipt of Task Order No. 1 from CMT for engineering services on the Project for a total not-to-exceed amount of \$30,870; 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. 1 with CMT for such engineering 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. 1 with CMT for a total not-to-exceed amount of \$30,870 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.

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 15<sup>th</sup> day of September 2021.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2021-2472**



## Scope of Services

### DuPage County Airport Authority Wetland Assessment and Management Plan

The purpose of this project is to identify the surface water resources present in the project area that may be subject to protection under the Clean Water Act, Interagency Wetland Policy Act, or DuPage County's Countywide Stormwater and Floodplain Ordinance (isolated wetlands) and to initiate coordination between the DuPage Airport Authority and DuPage County Stormwater Management. The project area includes the airport owned parcels north of IL-64 (North Avenue) and along the drainage channel south of the airport.

The Clean Water Act defines wetlands as "those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils." Thus, in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual and the Northcentral and Northeast Supplement, for an area to be considered a wetland, it must meet all of the following criteria, under normal circumstances: wetland hydrology, a dominance of hydrophytic vegetation and hydric soils.

#### **TASK 1 - WETLAND ASSESSMENT:**

CMT's wetland scientists will prepare a wetland assessment and delineation of the project site in accordance with the current requirements of the U.S. Army Corps of Engineers and the DuPage County's Countywide Stormwater and Floodplain Ordinance. The following will be completed:

- Background data collection and review of secondary source data to identify the mapped hydric soils, floodplains, aerial photographs and mapped wetlands
- An on-site investigation of the project area will be completed to determine the limits of the wetlands
- Wetlands within 100 feet of the project area (those not under Airport ownership) will be examined from the project area and using secondary source data
- A Floristic Quality Assessment will be completed for any identified wetlands
- The limits of the wetland boundary will be located and mapped using a handheld Global Positioning System (GPS) device with sub-foot accuracy
- The results of the field reconnaissance and background data review will be summarized and presented in a report

#### **TASK 2 – THREATENED AND ENDANGERED SPECIES CONSULTATION:**

To identify potential impacts on federally or state listed threatened or endangered species, CMT will submit an Illinois Department of Natural Resources (IDNR) EcoCat for state threatened and endangered species and query the United States Fish and Wildlife Service (USFWS) IPaC for a list of species with a known or historic range in the project area.

#### **TASK 3 – REGULATORY AGENCY COORDINATION:**

CMT will meet with representatives from DuPage County Stormwater Management to discuss the findings of the above tasks and to coordinate potential future management activities proposed by the DuPage Airport Authority.

The wetland assessment report will be submitted to the US Army Corps of Engineers (USACE) with a request for a jurisdictional determination (JD) so the appropriate regulatory agency can be identified for each resource. A JD site visit with the USACE is anticipated and included in this scope.

**TASK 4 – WETLAND MANAGEMENT PLAN:**

CMT will meet with the DuPage Airport Authority to identify desired activities within potentially regulated surface water resource areas. The desired management activities within the Airport property will be evaluated against the current DuPage County Ordinance requirements and/or stormwater permit or the requirements under the federal Clean Water Act. If DuPage County requires a stormwater management permit to be submitted for completion of maintenance activities, this plan will need to be submitted with the permit.

This scope does not include any permitting from USACE and Illinois Environmental Protection Agency and/or DuPage County Stormwater Management.

**CRAWFORD, MURPHY & TILLY, INC.**  
**CONTRACT ATTACHMENT - EXHIBIT A - 2021 PROFESSIONAL SERVICES COST ESTIMATE**

CLIENT Dupage County Airport Authority  
 PROJECT NAME Wetland Assessment  
 CMT JOB NO. \_\_\_\_\_

Prep By HDL  
 DATE 07/21/21

Approved by \_\_\_\_\_  
 DATE 07/21/21

TASK NO.	TASKS \ CLASSIFICATIONS	LABOR HOURS & MAN HOURS SUMMARY													TOTAL									
		Principal	Proj Mgr II	Proj Eng II	Scientist I	Proj Arch II	Proj Env'r Scien II	Proj Mgr I	Proj Arch I	Proj Structural Eng I	Sr. Structural Eng II	Sr. Technician II	Sr. Technician I	Eng I		Arch I	GIS Specialist	Sr. Planner I	Technician II	Envr Scientist II	Proj Admin Assist	Planner I	Tech Mgr I	Tech I
	CURRENT YEAR 2020 HOURLY RATES	\$230	\$220	\$190	\$175	\$160	\$155	\$150	\$140	\$135	\$130	\$115	\$95											
1	Wetland Assessment		4									24	74											102
2	Threatened and Endangered Species		2										8											10
3	Regulatory Agency Coordination		12										20											32
4	Wetland Management Plan		12									12	40											64
5	Project Management		14																					14
6																								
7																								
8																								
9																								
10																								
11																								
12																								
13																								
14																								
15																								
	TOTAL MAN HOURS		44									36	142											222
	SUBTOTAL - BASE LABOR EFFORT		\$9,680									\$4,680	\$16,330											\$30,690
	TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES										TOTAL EXPENSE	TOTAL FEE										
			TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP-MENT	MISC	SURVEY MTL	SUBS	SUBS ADMIN	OTHER EXP	OTHER EXP												
1	Wetland Assessment	\$12,510	\$100											\$100	\$12,610									
2	Threatened and Endangered Species	\$1,360									\$30			\$30	\$1,390									
3	Regulatory Agency Coordination	\$4,940	\$50											\$50	\$4,990									
4	Wetland Management Plan	\$8,800													\$8,800									
5	Project Management	\$3,080													\$3,080									
6																								
7																								
8																								
9																								
10																								
11																								
12																								
13																								
14																								
15																								
	TOTALS	\$30,690	\$150								\$30			\$180	\$30,870									
	TIME PERIOD OF PROJECT	2021	2022	2023	2024	TOTAL	EST % OF OT HRS INCLUDED ABOVE AVERAGE OVERTIME RATE PREMIUM					MULTI-YEAR + OT												
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	100%				100%	OT ADJUSTMENT FACTOR					MLTPLR & AMT												
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	1.0000				1.0000						1.0000												
	ESTIMATED CONTINGENCY																							
	ROUNDING																							
	TOTAL FEE	<b>MATH CROSS CHECK IS OK</b>												\$30,870										



TO: Board of Commissioners

FROM: Mark Doles  
Executive Director

RE: Authorization of Proposed Resolution 2021-2473, IGA No. 5878 with the State of Illinois, Central Management Services for the Illinois State Police

DATE: September 8, 2021

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**SUMMARY:**

This is a request to authorize execution of a new IGA for Hangar/Office space with the State of Illinois, by the Department of Central Management Services (“CMS”) for the use of the Illinois State Police (“ISP”). This hangar and office are located at 32W581 Tower Road.

The ISP has occupied space at DuPage Airport since 1996 and at this current location since September 2000. The space occupied is a portion of the second floor (392 SF) plus one half of the attached hangar space (3,850 SF).

A new lease for a five (5) year term has been negotiated. The terms of the new proposed hangar lease are as follows:

Tenant: Illinois State Police  
Location: 32W581 Tower Road  
Commencement: November 1, 2021  
Termination: October 31, 2026  
Size: 4,242 SF  
(3,850 SF of hangar and 392 SF of office)

Rent over the Term:  
Office ranges from: \$12.66 - \$13.17 per SF  
Hangar: \$5.37 - \$5.59 per SF

Utilities: Paid by Landlord  
Janitorial: By Tenant  
Maintenance: By Landlord

The terms are identical to those from the existing lease except for the rent.

**PREVIOUS COMMITTEE/BOARD ACTION:**

September 15, 2021 Capital Development, Leasing and Customer Fees Committee – this item is on the agenda for review and consideration

**REVENUE OR FUNDING IMPLICATIONS:**

Lease Revenue over the 5-year Term: \$130,276.02

This proposed lease rates are equal to or above current lease(s) and market rent in the building and for “like” facilities on the Airport.

**STAKEHOLDER PROCESS:**

None identified at this time.

**LEGAL REVIEW:**

This is the standard form IGA utilized by CMS with the approved business terms inserted. The provisions in the CMS IGA are identical to those from the previous approved document.

**ATTACHMENTS:**

- Proposed Resolution 2021-2473 authorizing execution of IGA No. 5878 with the State of Illinois, Central Management Services for the Illinois State Police. Agreement is not attached.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

It is the recommendation of the Executive Director and staff that the Board approves Resolution 2021-2473, Authorizing Execution of IGA No. 5878 with the State of Illinois, Central Management Services for the Illinois State Police at the September 15, 2021 Board meeting.



**RESOLUTION 2021-2473**

**AUTHORIZING THE EXECUTION OF IGA NO. 5878 WITH THE STATE OF ILLINOIS FOR THE ILLINOIS STATE POLICE**

**WHEREAS**, the DuPage Airport Authority, an Illinois Special District (the "Authority"), owns office and hangar space in the building commonly known as 32W581 Tower Road (the "Property");

**WHEREAS**, the Authority and the State of Illinois (the "State") are parties to an Intergovernmental Agreement for the lease of the Property wherein the Illinois State Police ("ISP") currently occupies a portion of the second floor (392 SF) plus one half of the attached hangar space (3,850 SF) at the Property;

**WHEREAS**, the Authority and the State desire to renew and extend the ISP's occupancy of the Property through Intergovernmental Agreement No. 5878 (the "IGA") negotiated between the Authority and the State; and

**WHEREAS**, the DAA finds that it is in the best interest of the DAA to enter into the IGA, attached hereto as Exhibit A; 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 IGA No. 5878 and to take whatever steps necessary to effectuate the terms of said IGA on behalf of the Authority.

This Resolution shall be in full force and 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 15<sup>th</sup> day of September 2021.

(ATTEST)

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2021-2473**



**TO:** Board of Commissioners

**FROM:** Mark Doles  
Executive Director

**RE:** Authorization of Proposed Resolution 2021-2474, Authorizing Payment Under a Non-Federal Reimbursable Agreement Between the Department of Transportation Federal Aviation Administration and the DuPage Airport Authority for Air Traffic Control Services at the DuPage Air Traffic Control Tower for the period of October 1, 2021 thru September 30, 2022

**DATE:** September 8, 2021

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**SUMMARY:**

As a General Aviation Reliever Airport with limited overnight operations, the DuPage Airport is not automatically entitled to receive federally funded overnight air traffic controller staffing of the DuPage Airport Air Traffic Control Tower (“ATCT”). Accordingly, since 1998, the DuPage Airport Authority (“Authority”) has paid the Federal Aviation Administration (“FAA”) for the overnight air traffic controller staffing of the ATCT, so that the ATCT will be staffed, and the airport will not be open and be un-controlled between the hours of 10:00PM and 6:00AM.

This original decision by the Board to fund the overnight shift was made for the safety of our customers, tenants, staff, and the surrounding communities and to enhance our ability to attract and retain aviation business.

**The only other airports in Chicagoland, besides DuPage, with 24-hour staffed towers are O’Hare and Midway. The FAA fully funds the O’Hare and Midway towers.**

This amenity, coupled with our infrastructure, 24-hour staffing of both the Flight Center and aircraft rescue and firefighting station, on-site U.S. Customs Service and snow removal capabilities help to make DuPage Airport the best option for general aviation.

The FAA has a policy that requires an average of 4.0 operations per hour for the entire overnight shift (10:00P – 6:00A) to be funded by the Federal Government. Historically, some, but not all the overnight hours have an average of 4.0 operations or more at DuPage.

Further, in 2011, the FAA changed their staffing requirements for overnight shifts to require two controllers (a controller and a supervisor) instead of one. This policy change by the FAA almost doubled the potential cost to the Authority and other airports.

These agreements must be coterminous with the Federal Government fiscal year of October 1<sup>st</sup> thru September 30<sup>th</sup>.

Traditionally, there was a new agreement produced annually by the FAA. In 2017 the FAA provided, and the Authority approved, an agreement with a term of five (5) years with a provision that the new annual cost (October 1<sup>st</sup> – September 30<sup>th</sup>) will be provided 90-days prior to expiration by the FAA for review and possible approval by the Board.

The FAA provided their draft costs for Federal FY'22 to the Authority on September 8, 2021. We should have received these estimated costs on July 1, 2021. Further, the FAA originally requested a 5.3% increase, and we were able to reduce the increase to 2.5%.

The new annual draft cost provided by the FAA for their FY'22 is \$665,343.35.

**PREVIOUS COMMITTEE/BOARD ACTION:**

September 15, 2021 Finance Committee – this item on the agenda for review and consideration.

**REVENUE OR FUNDING IMPLICATIONS:**

Estimated draft cost to the Authority for the period of 10/1/2021 – 9/30/2022 will be \$665,343.35. This is a proposed 2.5% increase from the previous Agreement.

Last year, the increase was also 2.5%.

Adequate operating funds are available in the Authority FY 2021 budget to fund this agreement for Oct.-Dec. 2021 and staff will budget the remaining funds required in the FY 2021 Authority budget.

As a standard term with this type of FAA reimbursable agreement, a lump sum prepayment is required of the Authority. Staff will work with the auditors regarding journal entries to expense 25% (Oct. - Dec.) of the amount in our FY 2021 Budget and the remainder in the FY 2022 Budget.

The following is a cost summary of previous agreements:

	Annual Cost	\$ Change	% Change	
2009	\$276,970.64			
2010	\$246,316.09	(\$30,654.55)	-11.1%	
2011	\$343,766.15	\$97,450.06	39.6%	mandate for (2) controllers
2012	\$343,766.15	\$0.00	0.0%	
2013	\$401,765.55	\$57,999.40	16.9%	
2014	\$404,035.62	\$2,270.07	0.6%	
2015	\$477,898.36	\$73,862.74	18.3%	
2016	\$522,101.29	\$44,202.93	9.2%	
2017	\$594,818.00	\$72,716.71	13.9%	
2018	\$619,712.65	\$24,894.65	4.2%	
2019	\$633,282.73	\$13,570.08	2.2%	
2020	\$649,110.91	\$15,828.18	2.5%	
2021	\$665,343.35	\$16,232.44	2.5%	Proposed

The following is operational data provided by the FAA for both total operations and operations for the overnight staffing hours funded by the Authority.

	<b>Total OPS</b>	<b>OPS for the period of 10:00P-6:00A</b>	<b>Overnight OPS as a % of Total</b>
2009	88,131	7,972	9.0%
2010	89,989	7,590	8.4%
2011	83,327	6,999	8.4%
2012	79,866	6,511	8.2%
2013	74,412	5,033	6.8%
2014	71,879	4,081	5.7%
2015	76,499	3,873	5.1%
2016	100,235	4,350	4.3%
2017	91,217	4,131	4.5%
2018	106,249	3,715	3.5%
2019	133,156	4,675	3.5%
2020	122,516	5,077	4.1%
<b>Est. 2021</b>	<b>121,050</b>	<b>4,520</b>	<b>3.7%</b>

Of the estimated 4,520 operations for 2021 for the period of 10:00P – 6:00A, approximately 2,397 (53%) of those operations occur from 10:00p -12:00A and can be assumed to be mostly regular operations by our based and transient customers. The vast majority of the remaining 2,123 operations can be directly attributed to freight and air ambulance.

The night freight and air ambulance operations historically account for approximately 40,000 gallons of fuel and \$200,000 in annual revenue.

The following is a breakdown of operations for the last 4-years, by hour, for the timeframe funded by the Authority along with the estimated operations for 2021:

	<b>10:00P -10:59P</b>	<b>11:00P -11:59P</b>	<b>12:00A -12:59A</b>	<b>1:00A -1:59A</b>	<b>2:00A -2:59A</b>	<b>3:00A -3:59A</b>	<b>4:00A -4:59A</b>	<b>5:00A -5:59A</b>
2017	1,052	732	372	453	716	214	120	472
2018	944	825	247	381	616	254	86	362
2019	1,243	1,033	543	512	568	129	99	548
2020	1,517	1,158	567	636	534	126	112	427
<b>Est. 2021</b>	<b>1,386</b>	<b>1,011</b>	<b>255</b>	<b>480</b>	<b>766</b>	<b>136</b>	<b>229</b>	<b>257</b>
4-yr. Avg. OPS '17 – '20	1,189	937	432	496	609	181	79	452
4-yr. Avg. OPS per Hr.	3.26	2.57	1.18	1.36	1.67	0.50	0.29	1.24
<b>Est. 2021 Avg. OPS per Hour</b>	<b>3.78</b>	<b>2.77</b>	<b>0.70</b>	<b>1.32</b>	<b>2.10</b>	<b>0.37</b>	<b>0.63</b>	<b>0.70</b>

Most overnight operations occur during the hours of 10:00P-2:59A.

At times during the year, DuPage does average at, or above, the FAA threshold of 4.0 operations per hour for certain periods. Most recently:

April – August 2021	10:00P-10:59P	DuPage averaged from 5.0-10.7 OPS per hour
May – August 2021	11:00P-11:59P	DuPage averaged from 4.1 - 7.9 OPS per hour

Unfortunately, an average of 4.0 operations must be maintained for the **entire** eight-hour overnight shift to receive staffing at no cost.

Therefore, to have the tower staffed for the period of 10:00P – 6:00A, the only option would be for the Authority to continue to provide funding.

Staff currently supports the continued funding of the overnight staffing of the tower for the safety of our customers, tenants, staff, and the surrounding communities and to further enhance our ability to attract and retain aviation business. This issue will be more thoroughly reviewed in 2022 to determine if the Authority can continue to justify this substantial operational expense.

The Authority currently utilizes \$250,000 annually from the property tax levy to reduce the impact on our operating budget.

**STAKEHOLDER PROCESS:**

Tenants and customers have cited the 24-hour ATCT as a reason for basing or doing business at DuPage.

**LEGAL REVIEW:**

Previously, the Authority approved the standard form Non-Federal Reimbursable Agreement utilized by the FAA with minor changes provided by our Legal Counsel. This Agreement provided for a term of 5-years (Oct.1, 2017 – Sept. 30, 2022) with the only change of annual costs approved by an authorization letter provided by the FAA,

**ATTACHMENTS:**

- Proposed Resolution 2021-2474, Non-Federal Reimbursable Agreement Between Department of Transportation Federal Aviation Administration and the DuPage Airport Authority to Provide Airport Traffic Control (ATC) Services at the DuPage Air Traffic Control Tower
- Year 5 Draft Funding Letter from the FAA for possible execution

**ALTERNATIVES:**

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

**RECOMMENDATION:**

It is the recommendation of the Executive Director and staff that the Board approves proposed Resolution 2021-2474, Authorizing Payment Under a Non-Federal Reimbursable Agreement Between the Department of Transportation Federal Aviation Administration and the DuPage Airport Authority for Air Traffic Control Services at the DuPage Air Traffic Control Tower for the period of October 1, 2021 thru September 30, 2022 at the September 15, 2021 Board meeting.

**RESOLUTION 2021-2474**

**AUTHORIZING PAYMENT UNDER A NON-FEDERAL REIMBURSABLE AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AND THE DUPAGE AIRPORT AUTHORITY FOR AIRPORT TRAFFIC CONTROL SERVICES AT THE DUPAGE AIR TRAFFIC CONTROL TOWER FOR THE PERIOD BETWEEN OCTOBER 1, 2021 AND SEPTEMBER 30, 2022**

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

**WHEREAS**, on or about September 29, 2017, the Authority entered into a five-year Non-Federal Reimbursable Agreement with the Department of Transportation Federal Aviation Administration for the provision of airport traffic control services at the Authority’s Air Traffic Control Tower (the “Reimbursement Agreement”); and

**WHEREAS**, the Authority finds that it is in the best interest of the Authority and the general public to continue to provide nighttime staffing of the DuPage Airport Air Traffic Control Tower; and

**WHEREAS**, the Reimbursement Agreement states that the Federal Aviation Administration (the “FAA”) will annually evaluate the operational, staffing and estimated costs and provide the annual estimate to the Authority; and

**WHEREAS**, the Reimbursement Agreement requires the Authority to prepay the FAA to provide nighttime staffing of the DuPage Airport Air Traffic Control Tower for the period from October 1, 2021 through September 30, 2022 if nighttime staffing of the Authority’s Air Traffic Control Tower is desired by the Authority; and

**WHEREAS**, the FAA has provided an estimate to the Authority of \$665,343.35 for the cost of the nighttime staffing of the Authority’s Air Traffic Control Tower for the period of October 1, 2021 through September 30, 2022; and

**WHEREAS**, the Board of Commissioners of the Authority find that it is in the best interest of the Authority and the general public to pay the estimated amount to the FAA for nighttime staffing of the Authority’s Air Traffic Control Tower.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the DuPage Airport Authority hereby authorizes the payment of \$665,343.35 to the FAA for the Authority’s Air Traffic Control Tower for the period of October 1, 2021 through September 30, 2022, and the Executive Director of the DuPage Airport Authority, is authorized to take whatever steps necessary to effectuate said payment to the FAA.

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 15th day of September 2021.

(ATTEST)

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

**RESOLUTION 2021-2474**



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

ATO – Southwest Service  
Center  
Fort Worth, Texas 76193

September 3, 2021

Mr. Mark Doles  
Interim Executive Director  
DuPage Airport Authority  
2700 International Drive, Suite 200  
West Chicago, IL 60185-1685  
Email: MDoles@dupageairport.com  
Phone: (630) 584-2211

**RE: Year 5 Funding for Reimbursable Agreement AJT-ON-CSA-17-001695: “Air Traffic Control Extended Operating Hours at DuPage Air Traffic Control Tower.”**

Mr. Doles:

Article 9 of Reimbursable Agreement AJT-ON-CSA-17-001695 between the Federal Aviation Administration (FAA) and DuPage Airport Authority requires annual advance payments for the Agreement. This letter serves as written notification request for Year 5 (Fiscal Year 2022) funding. Article 10 of the Agreement requires that changes shall be made by written modification signed by the authorized representatives of each party. This letter will serve as the written modification to revise the cost in Article 7.

**1. Revise the estimated costs in Article 7 to provide annual funds.**

**ARTICLE 7. Estimated Costs**

The estimated FAA costs associated with this modification are as follows:

Description of Reimbursable Item	Estimated Costs (Year 5)
Air Traffic Controller Labor and Overtime for FY2022	\$579,183.78
Labor Overhead	\$86,159.57
<b>Total Estimated Cost</b>	<b>\$665,343.35</b>

Description of Reimbursable Agreement Costs	Adjustment
Total “Estimated Cost” received from the Sponsor for Agreement AJT-ON-CSA-17-001695 including administrative overhead charges for FY2018-2021 are:	\$2,496,924.29
<b>Payment for FY2022 due from the Sponsor</b>	<b>\$665,343.35</b>
The new total “Estimated Costs” for Agreement AJT-ON-CSA-17-001695 including administrative overhead charges are:	\$3,162,267.64



Other than the Articles specified in this letter, the original Agreement remains unchanged.

Please print, sign, and return the letter via email to Brad.Logan@faa.gov to this office for further processing, or mail four (4) signed copies to the following address:

Federal Aviation Administration  
Attn: Bradley K. Logan (AAQ-520)  
10101 Hillwood Parkway  
Fort Worth, Texas 76177

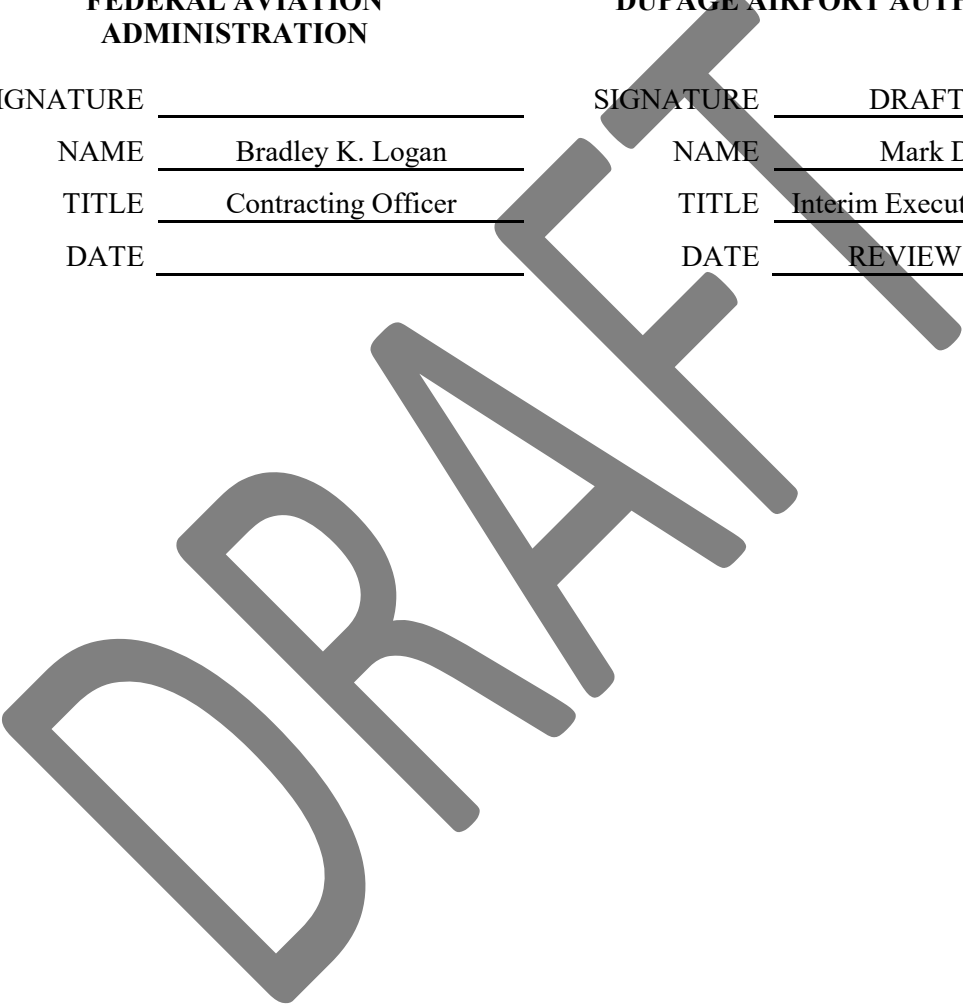
AGREED:

**FEDERAL AVIATION  
ADMINISTRATION**

**DUPAGE AIRPORT AUTHORITY**

SIGNATURE \_\_\_\_\_  
NAME Bradley K. Logan  
TITLE Contracting Officer  
DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DRAFT FOR  
NAME Mark Doles  
TITLE Interim Executive Director  
DATE REVIEW ONLY



**ORDINANCE 2021-366**

**ORDINANCE PROVIDING FOR THE ACQUISITION THROUGH SETTLEMENT OF AN AVIGATION EASEMENT AND A RESTRICTIVE COVENANT 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 an avigation easement and a restrictive covenant 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**, the Board of Commissioners of the Authority, find that the avigation easement and restrictive covenant over the real estate described in the attached Exhibit “A” (the “Subject Property”) should be acquired and is necessary and desirable for the purposes as hereinabove set forth. Copies of the avigation easement and restrictive covenant sought are attached hereto as Exhibit “B” and Exhibit “C” respectively; 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 Subject Property to be Maxwell Properties, LLC, a copy of said title commitments being attached hereto and incorporated herein as Exhibit “D”; and

**WHEREAS**, on the 28<sup>th</sup> day of June, 2021, Ordinance No. 2021-357 was adopted by the Authority’s Board of Commissioners providing for negotiation for the acquisition of the avigation easement and restrictive covenant over the Subject Property; and

**WHEREAS**, the Authority’s staff and its attorneys have negotiated for a settlement for the purchase of an avigation easement and a restrictive covenant over the Subject Property in the amount of \$100,000.00 (the “Settlement Amount”).

**WHEREAS**, the Authority deems the Settlement Amount reasonable and it to be in the best interests of the Authority to purchase an avigation easement and a restrictive covenant over the Subject Property for the Settlement Agreement.

**NOW, THEREFORE,** be it ordained by the Board of Commissioners of the DuPage Airport Authority 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 an avigation easement and restrictive covenant over the Subject Property 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 take the necessary steps to purchase and acquire the avigation easement and restrictive covenant through settlement over the Subject Property in the forms attached hereto as Exhibits B and C.

**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 \_\_\_\_\_  
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 15<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**ORDINANCE 2021-366**

**EXHIBIT A**  
**LEGAL DESCRIPTIONS**

## **LEGAL DESCRIPTIONS**

### **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**  
**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 1**

**LEGAL DESCRIPTIONS**

**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 2**

**AIRSPACE LEGAL DESCRIPTIONS**

**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 THEREOF RECORDED MARCH 22, 1996 AS DOCUMENT R96-046948, IN DUPAGE COUNTY, ILLINOIS

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.

**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 SUBDIVISION RECORDED MARCH 22, 1996 AS DOCUMENT R96-046948, IN DUPAGE COUNTY, ILLINOIS.

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

**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 SUBDIVISION RECORDED MARCH 22, 1996 AS DOCUMENT R96-046948, IN DUPAGE COUNTY, ILLINOIS.

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

**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 SUBDIVISION RECORDED MARCH 22, 1996 AS DOCUMENT R96-046948, IN DUPAGE COUNTY, ILLINOIS.

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 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

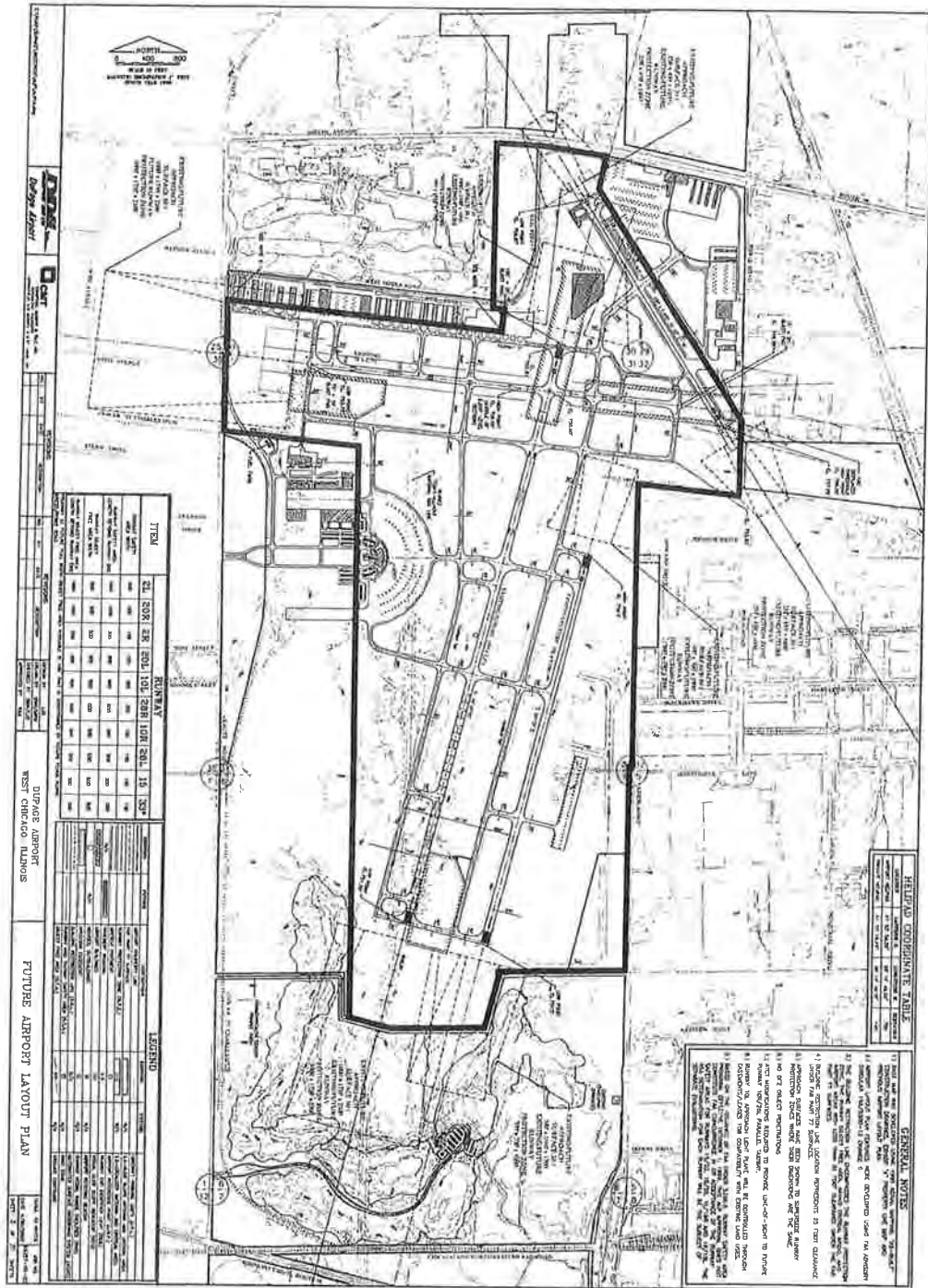
40:1 PARCEL = 12,283 SQUARE FEET OR 0.282 ACRES MORE OR LESS

**GROUP EXHIBIT 3**

**LEGAL DESCRIPTION OF DUPAGE AIRPORT**

THAT PART OF SECTIONS 29, 30, 31 AND 32 TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN ALL IN DUPAGE COUNTY, ILLINOIS, AND PART OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN ALL IN DUPAGE COUNTY, ILLINOIS, COMMENCING AT THE SOUTH WEST CORNER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN, THENCE NORTH 88° 22' 39.37" EAST, 34.27 FEET TO THE POINT OF THE BEGINNING; THENCE NORTH 89° 06' 02.48" EAST, 17.07 FEET; THENCE NORTH 00° 14' 37.92" WEST, 662.77 FEET; THENCE SOUTH 84° 02' 34.67" EAST, 3501.81 FEET; THENCE NORTH 05° 57' 25.33" EAST, 282.76 FEET; THENCE NORTH 84° 02' 34.67" WEST, 136.95 FEET; THENCE NORTH 00° 16' 56.61" EAST, 2078.33 FEET; THENCE SOUTH 87° 22' 50.13" EAST, 574.12 FEET; THENCE SOUTH 81° 27' 51.78" EAST, 831.10 FEET; THENCE SOUTH 12° 19' 35.56" WEST, 426.91 FEET; THENCE SOUTH 32° 49' 42.61" EAST, 3454.00 FEET; THENCE SOUTH 00° 40' 30.41" WEST, 865.28 FEET; THENCE SOUTH 04° 41' 33.16" WEST, 100.02 FEET; THENCE NORTH 83° 57' 17.62" WEST, 1295.45 FEET; THENCE SOUTH 00° 21' 52.39" WEST, 3574.52 FEET; THENCE SOUTH 88° 56' 46.76" WEST, 39.64 FEET; THENCE SOUTH 00° 21' 18.11" WEST, 2575.84 FEET; THENCE SOUTH 89° 13' 40.07" WEST, 1604.21 FEET; THENCE SOUTH 00° 02' 35.18" WEST, 79.75 FEET; THENCE SOUTH 14° 28' 49.67" WEST, 652.87 FEET; THENCE SOUTH 89° 07' 48.79" WEST, 1187.85 FEET; THENCE NORTH 75° 43' 03.51" WEST, 547.15 FEET; THENCE NORTH 00° 01' 45.97" WEST, 7223.77 FEET; THENCE NORTH 84° 02' 34.67" WEST, 1707.46 FEET; THENCE NORTH 00° 19' 49.53" WEST, 990.41 FEET TO THE POINT OF BEGINNING.





DATE: 10/15/54  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

ITEM	RUNWAY									
	1	2	3	4	5	6	7	8	9	10
1. Runway Length	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
2. Runway Width	100	100	100	100	100	100	100	100	100	100
3. Runway Area	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000

PROJECT: FUTURE AIRPORT LAYOUT PLAN  
 LOCATION: WEST CHICAGO ILLINOIS

LEGEND	
[Symbol]	Runway
[Symbol]	Taxiway
[Symbol]	Grass
[Symbol]	Water
[Symbol]	Building
[Symbol]	Other

GENERAL NOTES:  
 1. ALL DIMENSIONS ARE IN FEET.  
 2. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE RUNWAY.  
 3. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE TAXIWAY.  
 4. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE GRASS.  
 5. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE WATER.  
 6. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE BUILDING.  
 7. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE OTHER.

SCALE: 1" = 100'

**EXHIBIT C**

**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.

**EXHIBIT D**

**TITLE COMMITMENTS**

**TITLE COMMITMENT OF PIN NO. 1-32-105-005**

P1

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

**21011471WF**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Chicago Title Insurance Company**

By:

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Transaction Identification Data for reference only:

<p><b>ORIGINATING OFFICE:</b>  Chicago Title Company, LLC  2441 Warrenville Rd, Suite 100  Lisle, IL 60532  Main Phone: (630)871-3500  Email: CTLisle@ctt.com</p>	<p><b>FOR SETTLEMENT INQUIRIES, CONTACT:</b></p>
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Issued By: Chicago Title Company, LLC  
2441 Warrenville Rd, Suite 100  
Lisle, IL 60532

Order Number: 21011471WF

Property Ref.: 1600 Powis Court, West Chicago, IL 60185

SCHEDULE A

1. Commitment Date: April 14, 2021
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006  
Proposed Insured: DuPage Airport Authority  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
MAxwell Properties L.L.C., an Illinois limited liability company
5. The Land is described as follows:  
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.

END OF SCHEDULE A

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
10. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**General Exceptions**

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

- A 8. Taxes for the years 2020 and 2021.

Taxes for the years 2021 are not yet due or payable.

Permanent Tax No.: 01-32-105-005

Note: Taxes for the year 2020 were not billed.

- B 9. Mortgage and assignment of lease, rents and profits dated January 12, 2010 and recorded January 21, 2010 as document 2010010144 made by Maxwell Properties L.L.C., an Illinois Limited Liability Company to Wachovia Bank, National Association to secure a note for \$458,873.26.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

(affects the land and other property)

- C 10. Mortgage and Assignment of Lease, Rents and profits dated January 12, 2010 and recorded January 21, 2010 as document 201001045 made by Maxwell Properties L.L.C., An Illinois Limited Liability Company to Wachovia Bank, National Association to secure a note for \$284,000.00.

(affects the land and other property)

- D 11. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
- E 12. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- F 13. Lease made by Maxwell Properties, L.L.C. to Bulk Molding Compounds, Inc. assumed by A. Schulman, Inc. as successor in interest to Bulk Molding Compounds, Inc., dated May 2, 2008, a memorandum of which was recorded September 22, 2016 as Document No. R2016-102539, Demising the land for a term of years beginning on Commencement Date and ending January 31, 2018, with the right to renew for 3 additional consecutive terms of 2 years each, and all rights thereunder of, and all acts done or suffered thereunder by, said lessee or by any party claiming by, through, or under said lessee.
- R 14. Existing unrecorded lease in favor of Bulk Molding Compounds, Inc. Dated May 2, 2008 and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

(affects Lot 3)

- T 15. We should be advised as to who is in possession of the land, and this commitment is subject to such further exceptions as may then be deemed necessary.
- U 16. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Maxwell Properties L.L.C.

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- G 17. Environmental disclosure notice recorded December 2, 1998 as document R98-252566, made by Maxwell Properties L.L.C.
- H 18. Non-exclusive Clear zone Avigation easement dated August 26, 1960 and recorded September 19, 1960 as document 980169, in book 155, at page 393, from Owens-Illionis Glass Company to the County of Du Page, relating to height restrictions for improvements to be erected on the Land, together with such further Covenants, Conditions and restrictions as therein contained.
- I 19. Nonexclusive building setback as shown on plat of Powis court Resubdivision drawn by Gary L. Ahlberg recorded March 22, 1996 as document number R96-046948, as follows:  
40 feet along the north line of lot 1
- J 20. Nonexclusive drainage and utility easement as shown and set forth in the provisions on the plat of Powis court Resubdivision drawn by Gary L. Ahlberg recorded March 22, 1996 as document number r96-046948, as follows:  
20 feet along the north line, 25 feet along the east line and the east 20 feet of the west 25 feet of lot 1;
- K 21. No access easement as shown on the plat of Powis court Resubdivision, aforesaid, as follows:  
5 feet along the west line of lot 1
- L 22. Note set forth on the plat of Powis court Resubdivision, aforesaid, as follows:  
All Outlots are for drainage and retention easements to be used for retention or detention of storm water or as wetland areas and flood plains.
- M 23. Nonexclusive gas main easement by crown products in favor of Northern Illinois gas company, in, upon, under, along and across the northerly line of lot 3, to install and maintain all equipment necessary to serve the land and other property with gas service, together with right of access to said equipment, dated January 7, 1998 and recorded June 24, 1988 as document R88-067165.  
(Affects approximate the northerly 10 feet of lot 1)
- N 24. Covenants, conditions and restrictions contained in development agreement dated March 21, 1996 and

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

recorded March 22, 1996 as document [R96-46948](#), made by the city of West Chicago and Maxwell Properties, L.L.C.

- O 25. Declaration of protective covenants for Powis court subdivision dated March 21, 1996 and recorded March 22, 1996 as documents [R96-047044](#) and [R96-4604](#), as amended from time to time, by Maxwell properties, L.L.C.

Amendment of the declaration of protective covenants for Powis Court Resubdivision and declaration of a drainage and retention easement dated March 16, 2001 and recorded May 17, 2001 as document [R2001-093391](#) by Maxwell Properties, L.L.C.

Second amendment of the declaration of protective covenants for Powis Court subdivision, dated August 31, 2004 and recorded September 8, 2004 as document [R2004-235513](#) by Maxwell properties, L.L.C.

- P 26. Covenants, conditions and restrictions contained in environmental no further remediation letter recorded October 10, 2003 as document [R2003-393181](#),

- Q 27. No further remediation letter recorded March 9, 2009 as document [R2009-033364](#), and the terms and conditions set forth therein.

- S 28. In order for the Company to insure title after completion of an eminent domain proceeding to acquire fee title to the Land or a lesser interest therein, the Company notes the follows:

A) Nothing contained herein should be construed as insuring the power or right of the plaintiff to condemn the Land;

B) Our policy, when issued, will be made subject to direct attack upon the judgments and orders entered in the case;

C) Upon filing of the Complaint, a proper Lis Pendens Notice should be recorded in the Office of the Recorder of Deeds in the County in which the Land is located;

D) The following necessary parties should be joined in the contemplated proceeding in order that the Company may insure that their interests will be affected:

1) All persons acquiring rights in the Land subsequent to the date of this commitment and prior to the time a complete Lis Pendens Notice has been recorded/filed;

2) All persons, other than those named herein, known by plaintiff or plaintiff's attorney to have or claim to have an interest in the Land;

3) All persons in possession of the Land.

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**SCHEDULE B, PART II  
EXCEPTIONS  
(continued)**

- 4) Maxwell Properties, L.L.C., record owner of the land.
- 5) Wachovia Bank, National Association, mortgagee noted above at exception letters B and C.
- 6) A. Schulman, Inc. , lessee noted above at letter F.
- 7) Powis Court Association by reason of any possible lien for unpaid assessments.
- 8) Bulk Molding Compounds, Inc. lessee noted above at letter R

Note: If it is known that any of the necessary parties listed herein are deceased, their heirs or legatees should be made parties by name if known, and if unknown, then by the name and description of "unknown heirs or legatees of" such deceased person or persons. If it is not known or cannot be ascertained whether any of said parties are living or dead, then such parties should be made parties by name, and such person(s) as would be their heirs or legatees also should be made parties to the proceeding as "unknown owners." In this regard, the Company directs your attention to Section 2-413 of the Code of Civil Procedure.

In the event that there are any persons who are necessary parties to the contemplated proceeding, but the names of such persons are unknown and unascertainable, then, and in that event only, such persons should be made parties under the description of "unknown owners," unless the contrary is herein indicated. The question of the Company's willingness to reply on the designation of "unknown owners" to insure over the interest of any unrecorded mechanic's lien claimant, if any, should be submitted to an underwriter.

E) Additional information, if any: None

Note: In order for the Company to insure over the liens of real estate taxes and special assessments and rights of any tax purchaser named herein after the completion of the contemplated proceeding, the County Collector's Warrant Books and the Municipality's Special Assessment Records must be marked appropriately, any Tax Deed Proceeding noted herein must be dismissed, and any outstanding Certificate of Purchase must be cancelled.

The contemplated proceeding may affect the rights of only those parties named herein in Paragraph "D" as necessary parties. The policy, when issued, will be subject to the rights of all other parties and interests shown in this commitment, including, but not limited to, easements, covenants, conditions, restrictions and the rights of public or quasi-public utilities in the Land, if any, unless satisfactory disposition thereof is otherwise made or unless otherwise expressly stated herein.

- V 29. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.  
(This note will be waived for policy).
- W 30. Informational note: To schedule closings in the Lisle office (formerly located in Wheaton) please call:

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**SCHEDULE B, PART II  
EXCEPTIONS  
(continued)**

(630) 871-3500. Naperville office please call: (630) 871-3800. For inquiries relating to this commitment, call examining unit at (630) 871-3500. Also directions on reaching the Lisle office (2441 Warrenville Road, Lisle) The Lisle office is located approximately one mile East of Naperville Road on Warrenville Road. It is located on the South side of the street and is in a complex called Westwood of Lisle. From Warrenville Road, turn South onto Corporate West Drive and the office is on the Left side of the street. To the downtown Naperville office 55 S. Main Street., Suite 396: from I-88 coming from the east: exit at Naperville Rd. Turn right (south) go to Diehl Rd. Turn right (west) continue to Washington St. and turn left (south) take to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor. From I-88 coming from the west: exit at Winfield Rd. Turn right (south) to Diehl Rd. Turn left (east) to Washington turn right (south) to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor.

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**END OF CONDITIONS****1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**

<http://www.fbi.gov>

**Internet Crime Complaint Center:**

<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**TITLE COMMITMENT OF PIN NO. 1-32-105-006**

P4

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

**21011480WF**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Chicago Title Insurance Company**

By:

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary

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Transaction Identification Data for reference only:

<p>ORIGINATING OFFICE:  Chicago Title Company, LLC  2441 Warrenville Rd, Suite 100  Lisle, IL 60532  Main Phone: (630)871-3500  Email: CTLisle@ctt.com</p>	<p>FOR SETTLEMENT INQUIRIES, CONTACT:</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------

Issued By: Chicago Title Company, LLC  
2441 Warrenville Rd, Suite 100  
Lisle, IL 60532

Order Number: 21011480WF

Property Ref.: 1600 Powis Court, West Chicago, IL 60185

SCHEDULE A

1. Commitment Date: April 14, 2021
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006  
Proposed Insured: DuPage Airport Authority  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
Maxwell Properties L.L.C., an Illinois limited liability company.
5. The Land is described as follows:  
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.

END OF SCHEDULE A

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**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
10. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**General Exceptions**

1. **Rights or claims of parties in possession not shown by Public Records.**
  2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
  3. **Easements, or claims of easements, not shown by the Public Records.**
  4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
  5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
  6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
  7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- A 8. Taxes for the years 2020 and 2021.
- Taxes for the year 2020 are payable in two installments.
- The first installment amounting to \$2,326.06 is not delinquent before June 1, 2021.
- The second installment amounting to \$2,326.06 is not delinquent before September 1, 2021.
- Taxes for the year 2021 are not yet due and payable.
- Permanent Tax No.: 01-32-105-006
- B 9. Mortgage and assignment of lease, rents and profits dated January 12, 2010 and recorded January 21, 2010 as document 2010010144 made by Maxwell Properties L.L.C., an Illinois Limited Liability Company to Wachovia Bank, National Association to secure a note for \$458,873.26.

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**SCHEDULE B, PART II  
EXCEPTIONS  
(continued)**

(affects the land and other property)

- C 10. Mortgage and Assignment of Lease, Rents and profits dated January 12, 2010 and recorded January 21, 2010 as document 201001045 made by Maxwell Properties L.L.C., An Illinois Limited Liability Company to Wachovia Bank, National Association to secure a note for \$284,000.00.
- (affects the land and other property)
- D 11. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
- E 12. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- F 13. Lease made by Maxwell Properties, L.L.C. to Bulk Molding Compounds, Inc. assumed by A. Schulman, Inc. as successor in interest to Bulk Molding Compounds, Inc., dated May 2, 2008, a memorandum of which was recorded September 22, 2016 as Document No. R2016-102539, Demising the land for a term of years beginning on Commencement Date and ending January 31, 2018, with the right to renew for 3 additional consecutive terms of 2 years each, and all rights thereunder of, and all acts done or suffered thereunder by, said lessee or by any party claiming by, through, or under said lessee.
- G 14. Existing unrecorded lease in favor of Bulk Molding Compounds, Inc. Dated May 2, 2008 and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- (affects Lot 3)
- H 15. We should be advised as to who is in possession of the land, and this commitment is subject to such further exceptions as may then be deemed necessary.
- I 16. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.
- Limited Liability Company: Maxwell Properties L.L.C.
- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- J 17. Environmental disclosure notice recorded December 2, 1998 as document r98-252566, made by Maxwell properties L.L.C.
- K 18. Non-exclusive Clear zone Avigation easement dated August 26, 1960 and recorded September 19, 1960 as document 980169, in book 155, at page 393, from Owens-Illionis Glass Company to the County of Du Page, relating to height restrictions for improvements to be erected on the Land, together with such further Covenants, Conditions and restrictions as therein contained.
- L 19. Nonexclusive building setback as shown on plat of Powis court Resubdivision drawn by Gary L. Ahlberg recorded March 22, 1996 as document number R96-046948, as follows:  
  
40 feet along the west line of lot 2
- M 20. Nonexclusive drainage and utility easement as shown and set forth in the provisions on the plat of Powis court Resubdivision drawn by Gary L. Ahlberg recorded March 22, 1996 as document number r96-046948, as follows:  
  
20 feet along the south line, 10 feet along the east line and the east 20 feet of the west 25 feet of lot 2;
- N 21. No access easement as shown on the plat of Powis court Resubdivision, aforesaid, as follows:  
  
5 feet along the west line of lot 2
- O 22. Note set forth on the plat of Powis court Resubdivision, aforesaid, as follows:  
  
All Outlots are for drainage and retention easements to be used for retention or detention of storm water or as wetland areas and flood plains.
- Q 23. Covenants, conditions and restrictions contained in development agreement dated March 21, 1996 and recorded March 22, 1996 as document R96-46948, made by the city of West Chicago and Maxwell Properties, L.L.C.

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**SCHEDULE B, PART II  
EXCEPTIONS  
(continued)**

- R 24. Declaration of protective covenants for Powis court subdivision dated March 21, 1996 and recorded March 22, 1996 as documents R96-047044 and R96-4604, as amended from time to time, by Maxwell properties, L.L.C.
- Amendment of the declaration of protective covenants for Powis Court Resubdivision and declaration of a drainage and retention easement dated March 16, 2001 and recorded May 17, 2001 as document R2001-093391 by Maxwell Properties, L.L.C.
- Second amendment of the declaration of protective covenants for Powis Court subdivision, dated August 31, 2004 and recorded September 8, 2004 as document R2004-235513 by Maxwell properties, L.L.C.
- S 25. Covenants, conditions and restrictions contained in environmental no further remediation letter recorded October 10, 2003 as document R2003-393181.
- T 26. No further remediation letter recorded March 9, 2009 as document 2009033364, and the terms and conditions set forth therein.
- U 27. In order for the Company to insure title after completion of an eminent domain proceeding to acquire fee title to the Land or a lesser interest therein, the Company notes the follows:
- A) Nothing contained herein should be construed as insuring the power or right of the plaintiff to condemn the Land;
- B) Our policy, when issued, will be made subject to direct attack upon the judgments and orders entered in the case;
- C) Upon filing of the Complaint, a proper Lis Pendens Notice should be recorded in the Office of the Recorder of Deeds in the County in which the Land is located;
- D) The following necessary parties should be joined in the contemplated proceeding in order that the Company may insure that their interests will be affected:
- 1) All persons acquiring rights in the Land subsequent to the date of this commitment and prior to the time a complete Lis Pendens Notice has been recorded/filed;
- 2) All persons, other than those named herein, known by plaintiff or plaintiff's attorney to have or claim to have an interest in the Land;
- 3) All persons in possession of the Land.
- 4) Maxwell Properties, L.L.C., record owner of the land.
- 5) Wachovia Bank, National Association, mortgagee noted above at exception letters B and C.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

- 6) A. Schulman, Inc. , lessee noted above at letter F.
- 7) Powis Court Association by reason of any possible lien for unpaid assessments.
- 8) Bulk Molding Compounds, Inc. lessee noted above at letter G

Note: If it is known that any of the necessary parties listed herein are deceased, their heirs or legatees should be made parties by name if known, and if unknown, then by the name and description of "unknown heirs or legatees of" such deceased person or persons. If it is not known or cannot be ascertained whether any of said parties are living or dead, then such parties should be made parties by name, and such person(s) as would be their heirs or legatees also should be made parties to the proceeding as "unknown owners." In this regard, the Company directs your attention to Section 2-413 of the Code of Civil Procedure.

In the event that there are any persons who are necessary parties to the contemplated proceeding, but the names of such persons are unknown and unascertainable, then, and in that event only, such persons should be made parties under the description of "unknown owners," unless the contrary is herein indicated. The question of the Company's willingness to reply on the designation of "unknown owners" to insure over the interest of any unrecorded mechanic's lien claimant, if any, should be submitted to an underwriter.

E) Additional information, if any: None

Note: In order for the Company to insure over the liens of real estate taxes and special assessments and rights of any tax purchaser named herein after the completion of the contemplated proceeding, the County Collector's Warrant Books and the Municipality's Special Assessment Records must be marked appropriately, any Tax Deed Proceeding noted herein must be dismissed, and any outstanding Certificate of Purchase must be cancelled.

The contemplated proceeding may affect the rights of only those parties named herein in Paragraph "D" as necessary parties. The policy, when issued, will be subject to the rights of all other parties and interests shown in this commitment, including, but not limited to, easements, covenants, conditions, restrictions and the rights of public or quasi-public utilities in the Land, if any, unless satisfactory disposition thereof is otherwise made or unless otherwise expressly stated herein.

- V 28. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.  
(This note will be waived for policy).
- W 29. Informational note: To schedule closings in the Lisle office (formerly located in Wheaton) please call: (630) 871-3500. Naperville office please call: (630) 871-3800. For inquiries relating to this commitment, call examining unit at (630) 871-3500. Also directions on reaching the Lisle office (2441 Warrenville Road, Lisle) The Lisle office is located approximately one mile East of Naperville Road on Warrenville Road. It is located on the South side of the street and is in a complex called Westwood of Lisle. From Warrenville

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**SCHEDULE B, PART II  
EXCEPTIONS  
(continued)**

Road, turn South onto Corporate West Drive and the office is on the Left side of the street. To the downtown Naperville office 55 S. Main Street., Suite 396: from I-88 coming from the east: exit at Naperville Rd. Turn right (south) go to Diehl Rd. Turn right (west) continue to Washington St. and turn left (south) take to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor. From I-88 coming from the west: exit at Winfield Rd. Turn right (south) to Diehl Rd. Turn left (east) to Washington turn right (south) to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor.

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or Imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**END OF CONDITIONS****1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### Other Online Specifics

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**TITLE COMMITMENT OF PIN NO. 1-32-105-007**

PZ

**ALTA COMMITMENT FOR TITLE INSURANCE**

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

**21011477WF**

**NOTICE**

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Chicago Title Insurance Company**

By:

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary

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Transaction Identification Data for reference only:

<p><b>ORIGINATING OFFICE:</b>  Chicago Title Company, LLC  2441 Warrenville Rd, Suite 100  Lisle, IL 60532  Main Phone: (630)871-3500  Email: CTLisle@ctt.com</p>	<p><b>FOR SETTLEMENT INQUIRIES, CONTACT:</b></p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------

Issued By: Chicago Title Company, LLC  
2441 Warrenville Rd, Suite 100  
Lisle, IL 60532

Order Number: 21011477WF

Property Ref.: 1600 Powis Court, West Chicago, IL 60185

SCHEDULE A

1. Commitment Date: April 14, 2021
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006  
Proposed Insured: DuPage Airport Authority  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
Maxwell Properties L.L.C., an Illinois limited liability company
5. The Land is described as follows:  
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.

END OF SCHEDULE A

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**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**General Exceptions**

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- A 8. Taxes for the years 2020 and 2021.  
  
Taxes for the year 2020 are payable in two installments.  
  
The first installment amounting to \$35,535.76 is not delinquent before June 1, 2021.  
  
The second installment amounting to \$35,535.76 is not delinquent before September 1, 2021.  
  
Taxes for the year 2021 are not yet due and payable.  
  
Permanent Tax No.: 01-32-105-007
- C 9. Mortgage and Assignment of Lease, Rents and profits dated January 12, 2010 and recorded January 21, 2010 as document 201001045 made by Maxwell Properties L.L.C., An Illinois Limited Liability Company to Wachovia Bank, National Association to secure a note for \$284,000.00.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

(affects the land and other property)

- D 10. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
- E 11. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- F 12. Lease made by Maxwell Properties, L.L.C. to Bulk Molding Compounds, Inc. assumed by A. Schulman, Inc. as successor in interest to Bulk Molding Compounds, Inc., dated May 2, 2008, a memorandum of which was recorded September 22, 2016 as Document No. R2016-102539, Demising the land for a term of years beginning on Commencement Date and ending January 31, 2018, with the right to renew for 3 additional consecutive terms of 2 years each, and all rights thereunder of, and all acts done or suffered thereunder by, said lessee or by any party claiming by, through, or under said lessee.
- G 13. Existing unrecorded lease in favor of Bulk Molding Compounds, Inc. Dated May 2, 2008 and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

(affects Lot 3)

- H 14. We should be advised as to who is in possession of the land, and this commitment is subject to such further exceptions as may then be deemed necessary.
- I 15. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.
- Limited Liability Company: Maxwell Properties L.L.C.
- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
  - b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
  - c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
  - d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
  - e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- J 16. Environmental disclosure notice recorded December 2, 1998 as document r98-252566, made by Maxwell properties L.L.C.
- K 17. Non-exclusive Clear zone Avigation easement dated August 26, 1960 and recorded September 19, 1960 as document 980169, in book 155, at page 393, from Owens-Illionis Glass Company to the County of Du Page, relating to height restrictions for improvements to be erected on the Land, together with such further Covenants, Conditions and restrictions as therein contained.
- L 18. Nonexclusive building setback as shown on plat of Powis court Resubdivision drawn by Gary L. Ahlberg recorded March 22, 1996 as document number R96-046948, as follows:  
  
40 feet along the north - northeasterly line of lot 3.
- M 19. Nonexclusive drainage and utility easement as shown and set forth in the provisions on the plat of Powis court Resubdivision drawn by Gary L. Ahlberg recorded March 22, 1996 as document number r96-046948, as follows:  
  
10 feet along the west line and 20 feet along the north - northeasterly line of lot 3 and a 10 foot strip running in a northeasterly - southwesterly direction near the southwesterly line of lot 3 (please see plat for exact location)
- O 20. Note set forth on the plat of Powis court Resubdivision, aforesaid, as follows:  
  
All Outlots are for drainage and retention easements to be used for retention or detention of storm water or as wetland areas and flood plains.
- P 21. Nonexclusive gas main easement by crown products in favor of Northern Illinois gas company, in, upon, under, along and across the northerly line of lot 3, to install and maintain all equipment necessary to serve the land and other property with gas service, together with right of access to said equipment, dated January 7, 1998 and recorded June 24, 1988 as document R88-067165.  
  
(Affects approximate the northerly 10 feet of lot 3)
- Q 22. Covenants, conditions and restrictions contained in development agreement dated March 21, 1996 and recorded March 22, 1996 as document R96-46948, made by the city of West Chicago and Maxwell Properties, L.L.C.
- R 23. Declaration of protective covenants for Powis court subdivision dated March 21, 1996 and recorded March

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

22, 1996 as documents [R96-047044](#) and [R96-4604](#), as amended from time to time, by Maxwell properties, L.L.C.

Amendment of the declaration of protective covenants for Powis Court Resubdivision and declaration of a drainage and retention easement dated March 16, 2001 and recorded May 17, 2001 as document [R2001-093391](#) by Maxwell Properties, L.L.C.

Second amendment of the declaration of protective covenants for Powis Court subdivision, dated August 31, 2004 and recorded September 8, 2004 as document [R2004-235513](#) by Maxwell properties, L.L.C.

- S 24. Covenants, conditions and restrictions contained in environmental no further remediation letter recorded October 10, 2003 as document [R2003-393181](#),
- T 25. No further remediation letter recorded March 9, 2009 as document [2009033364](#), and the terms and conditions set forth therein.
- U 26. In order for the Company to insure title after completion of an eminent domain proceeding to acquire fee title to the Land or a lesser interest therein, the Company notes the follows:
- A) Nothing contained herein should be construed as insuring the power or right of the plaintiff to condemn the Land;
- B) Our policy, when issued, will be made subject to direct attack upon the judgments and orders entered in the case;
- C) Upon filing of the Complaint, a proper Lis Pendens Notice should be recorded in the Office of the Recorder of Deeds in the County in which the Land is located;
- D) The following necessary parties should be joined in the contemplated proceeding in order that the Company may insure that their interests will be affected:
- 1) All persons acquiring rights in the Land subsequent to the date of this commitment and prior to the time a complete Lis Pendens Notice has been recorded/filed;
  - 2) All persons, other than those named herein, known by plaintiff or plaintiff's attorney to have or claim to have an interest in the Land;
  - 3) All persons in possession of the Land.
  - 4) Maxwell Properties, L.L.C., record owner of the land.
  - 5) Wachovia Bank, National Association, mortgagee noted above at exception letter C.
  - 6) A. Schulman, Inc. , lessee noted above at letter F.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

- 7) Powis Court Association by reason of any possible lien for unpaid assessments.
- 8) Bulk Molding Compounds, Inc. lessee noted above at letter R

Note: If it is known that any of the necessary parties listed herein are deceased, their heirs or legatees should be made parties by name if known, and if unknown, then by the name and description of "unknown heirs or legatees of" such deceased person or persons. If it is not known or cannot be ascertained whether any of said parties are living or dead, then such parties should be made parties by name, and such person(s) as would be their heirs or legatees also should be made parties to the proceeding as "unknown owners." In this regard, the Company directs your attention to Section 2-413 of the Code of Civil Procedure.

In the event that there are any persons who are necessary parties to the contemplated proceeding, but the names of such persons are unknown and unascertainable, then, and in that event only, such persons should be made parties under the description of "unknown owners," unless the contrary is herein indicated. The question of the Company's willingness to reply on the designation of "unknown owners" to insure over the interest of any unrecorded mechanic's lien claimant, if any, should be submitted to an underwriter.

E) Additional information, if any: None

Note: In order for the Company to insure over the liens of real estate taxes and special assessments and rights of any tax purchaser named herein after the completion of the contemplated proceeding, the County Collector's Warrant Books and the Municipality's Special Assessment Records must be marked appropriately, any Tax Deed Proceeding noted herein must be dismissed, and any outstanding Certificate of Purchase must be cancelled.

The contemplated proceeding may affect the rights of only those parties named herein in Paragraph "D" as necessary parties. The policy, when issued, will be subject to the rights of all other parties and interests shown in this commitment, including, but not limited to, easements, covenants, conditions, restrictions and the rights of public or quasi-public utilities in the Land, if any, unless satisfactory disposition thereof is otherwise made or unless otherwise expressly stated herein.

- V 27. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.  
(This note will be waived for policy).
- W 28. Informational note: To schedule closings in the Lisle office (formerly located in Wheaton) please call: (630) 871-3500. Naperville office please call: (630) 871-3800. For inquiries relating to this commitment, call examining unit at (630) 871-3500. Also directions on reaching the Lisle office (2441 Warrenville Road, Lisle) The Lisle office is located approximately one mile East of Naperville Road on Warrenville Road. It is located on the South side of the street and is in a complex called Westwood of Lisle. From Warrenville Road, turn South onto Corporate West Drive and the office is on the Left side of the street. To the downtown Naperville office 55 S. Main Street., Suite 396: from I-88 coming from the east: exit at

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

Naperville Rd. Turn right (south) go to Diehl Rd. Turn right (west) continue to Washington St. and turn left (south) take to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor. From I-88 coming from the west: exit at Winfield Rd. Turn right (south) to Diehl Rd. Turn left (east) to Washington turn right (south) to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor.

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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ALTA Commitment for Title Insurance (08/01/2016)

Page 10

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**END OF CONDITIONS****1031 EXCHANGE SERVICES**

**If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.**

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Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**

<http://www.fbi.gov>

**Internet Crime Complaint Center:**

<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### Other Online Specifics

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**TITLE COMMITMENT OF PIN NO. 1-32-105-008**



B3

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

**21011478WF**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Chicago Title Insurance Company**

By:

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary

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Transaction Identification Data for reference only:

<p>ORIGINATING OFFICE:          Chicago Title Company, LLC          2441 Warrenville Rd, Suite 100          Lisle, IL 60532          Main Phone: (630)871-3500          Email: CTLisle@ctt.com</p>	<p>FOR SETTLEMENT INQUIRIES, CONTACT:</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------

Issued By: Chicago Title Company, LLC  
2441 Warrenville Rd, Suite 100  
Lisle, IL 60532

Order Number: 21011478WF

Property Ref.: 1600 Powis Court, West Chicago, IL 60185

SCHEDULE A

1. Commitment Date: April 14, 2021
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006  
 Proposed Insured: DuPage Airport Authority  
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
 Fee Simple
4. The Title is, at the Commitment Date, vested in:  
Maxwell Properties L.L.C., an Illinois limited liability company
5. The Land is described as follows:  
 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.

END OF SCHEDULE A

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**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
10. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**General Exceptions**

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- A 8. Taxes for the years 2020 and 2021.  
  
Taxes for the year 2020 are payable in two installments.  
  
The first installment amounting to \$3,330.18 is not delinquent before June 1, 2021.  
  
The second installment amounting to \$3,330.18 is not delinquent before September 1, 2021.  
  
Taxes for the year 2021 are not yet due and payable.  
  
Permanent Tax No.: 01-32-105-008
- X 9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

the requested evidence.

- D 10. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
- E 11. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- F 12. Lease made by Maxwell Properties, L.L.C. to Bulk Molding Compounds, Inc. assumed by A. Schulman, Inc. as successor in interest to Bulk Molding Compounds, Inc., dated May 2, 2008, a memorandum of which was recorded September 22, 2016 as Document No. R2016-102539, Demising the land for a term of years beginning on Commencement Date and ending January 31, 2018, with the right to renew for 3 additional consecutive terms of 2 years each, and all rights thereunder of, and all acts done or suffered thereunder by, said lessee or by any party claiming by, through, or under said lessee.
- G 13. Existing unrecorded lease in favor of Bulk Molding Compounds, Inc. Dated May 2, 2008 and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.  
  
(affects Lot 3)
- H 14. We should be advised as to who is in possession of the land, and this commitment is subject to such further exceptions as may then be deemed necessary.
- I 15. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.  
  
Limited Liability Company: Maxwell Properties L.L.C.
- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
  - b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
  - c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
  - d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
  - e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

requested documentation.

- J 16. Environmental disclosure notice recorded December 2, 1998 as document r98-252566, made by Maxwell properties L.L.C.
- K 17. Non-exclusive Clear zone Avigation easement dated August 26, 1960 and recorded September 19, 1960 as document 980169, in book 155, at page 393, from Owens-Illionis Glass Company to the County of Du Page, relating to height restrictions for improvements to be erected on the Land, together with such further Covenants, Conditions and restrictions as therein contained.
- L 18. Nonexclusive building setback as shown on plat of Powis court Resubdivision drawn by Gary L. Ahlberg recorded March 22, 1996 as document number R96-046948, as follows:  
  
40 feet along the most northerly line of Outlot A
- M 19. Nonexclusive drainage and utility easement as shown and set forth in the provisions on the plat of Powis court Resubdivision drawn by Gary L. Ahlberg recorded March 22, 1996 as document number r96-046948, as follows:  
  
10 feet along the far west line, 20 feet along the south line and a 10 foot strip running in a north-south direction through the westerly portion of Outlot A - see plat for exact location
- O 20. Note set forth on the plat of Powis court Resubdivision, aforesaid, as follows:  
  
All Outlots are for drainage and retention easements to be used for retention or detention of storm water or as wetland areas and flood plains.
- Q 21. Covenants, conditions and restrictions contained in development agreement dated March 21, 1996 and recorded March 22, 1996 as document R96-46948, made by the city of West Chicago and Maxwell Properties, L.L.C.
- R 22. Declaration of protective covenants for Powis court subdivision dated March 21, 1996 and recorded March 22, 1996 as documents R96-047044 and R96-4604, as amended from time to time, by Maxwell properties, L.L.C.  
  
Amendment of the declaration of protective covenants for Powis Court Resubdivision and declaration of a drainage and retention easement dated March 16, 2001 and recorded May 17, 2001 as document R2001-093391 by Maxwell Properties, L.L.C.  
  
Second amendment of the declaration of protective covenants for Powis Court subdivision, dated August 31, 2004 and recorded September 8, 2004 as document R2004-235513 by Maxwell properties, L.L.C.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

- S 23. Covenants, conditions and restrictions contained in environmental no further remediation letter recorded October 10, 2003 as document R2003-393181.
- T 24. No further remediation letter recorded March 9, 2009 as document 2009033364, and the terms and conditions set forth therein.
- U 25. In order for the Company to insure title after completion of an eminent domain proceeding to acquire fee title to the Land or a lesser interest therein, the Company notes the follows:
- A) Nothing contained herein should be construed as insuring the power or right of the plaintiff to condemn the Land;
- B) Our policy, when issued, will be made subject to direct attack upon the judgments and orders entered in the case;
- C) Upon filing of the Complaint, a proper Lis Pendens Notice should be recorded in the Office of the Recorder of Deeds in the County in which the Land is located;
- D) The following necessary parties should be joined in the contemplated proceeding in order that the Company may insure that their interests will be affected:
- 1) All persons acquiring rights in the Land subsequent to the date of this commitment and prior to the time a complete Lis Pendens Notice has been recorded/filed;
- 2) All persons, other than those named herein, known by plaintiff or plaintiff's attorney to have or claim to have an interest in the Land;
- 3) All persons in possession of the Land.
- 4) Maxwell Properties, L.L.C., record owner of the land.
- 5) A. Schulman, Inc. , lessee noted above at letter F.
- 6) Powis Court Association by reason of any possible lien for unpaid assessments.
- 7) Bulk Molding Compounds, Inc. lessee noted above at letter G

Note: If it is known that any of the necessary parties listed herein are deceased, their heirs or legatees should be made parties by name if known, and if unknown, then by the name and description of "unknown heirs or legatees of" such deceased person or persons. If it is not known or cannot be ascertained whether any of said parties are living or dead, then such parties should be made parties by name, and such person(s) as would be their heirs or legatees also should be made parties to the proceeding as "unknown owners." In this regard, the Company directs your attention to Section 2-413 of the Code of Civil Procedure.

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**SCHEDULE B, PART II  
EXCEPTIONS**

(continued)

In the event that there are any persons who are necessary parties to the contemplated proceeding, but the names of such persons are unknown and unascertainable, then, and in that event only, such persons should be made parties under the description of "unknown owners," unless the contrary is herein indicated. The question of the Company's willingness to reply on the designation of "unknown owners" to insure over the interest of any unrecorded mechanic's lien claimant, if any, should be submitted to an underwriter.

E) Additional information, if any: None

Note: In order for the Company to insure over the liens of real estate taxes and special assessments and rights of any tax purchaser named herein after the completion of the contemplated proceeding, the County Collector's Warrant Books and the Municipality's Special Assessment Records must be marked appropriately, any Tax Deed Proceeding noted herein must be dismissed, and any outstanding Certificate of Purchase must be cancelled.

The contemplated proceeding may affect the rights of only those parties named herein in Paragraph "D" as necessary parties. The policy, when issued, will be subject to the rights of all other parties and interests shown in this commitment, including, but not limited to, easements, covenants, conditions, restrictions and the rights of public or quasi-public utilities in the Land, if any, unless satisfactory disposition thereof is otherwise made or unless otherwise expressly stated herein.

- V 26. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.  
(This note will be waived for policy).
- W 27. Informational note: To schedule closings in the Lisle office (formerly located in Wheaton) please call: (630) 871-3500. Naperville office please call: (630) 871-3800. For inquiries relating to this commitment, call examining unit at (630) 871-3500. Also directions on reaching the Lisle office (2441 Warrenville Road, Lisle) The Lisle office is located approximately one mile East of Naperville Road on Warrenville Road. It is located on the South side of the street and is in a complex called Westwood of Lisle. From Warrenville Road, turn South onto Corporate West Drive and the office is on the Left side of the street. To the downtown Naperville office 55 S. Main Street., Suite 396: from I-88 coming from the east: exit at Naperville Rd. Turn right (south) go to Diehl Rd. Turn right (west) continue to Washington St. and turn left (south) take to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor. From I-88 coming from the west: exit at Winfield Rd. Turn right (south) to Diehl Rd. Turn left (east) to Washington turn right (south) to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor.

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements;
  - (f) Schedule B, Part II-Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**END OF CONDITIONS****1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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ALTA Commitment for Title Insurance (08/01/2016)





Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### Other Online Specifics

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**ORDINANCE 2021-367**

**ORDINANCE PROVIDING FOR THE ACQUISITION THROUGH NEGOTIATION OR CONDEMNATION OF AN AVIGATION EASEMENT AND A RESTRICTIVE COVENANT OVER CERTAIN PROPERTY COMMONLY KNOWN AS 3945 OHIO AVENUE, 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 an avigation easement and a restrictive covenant 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**, the Board of Commissioners of the Authority, find that the avigation easement and restrictive covenant over the real estate described in the attached Exhibit “A” (the “Subject Property”) should be acquired and is necessary and desirable for the purposes as hereinabove set forth. Copies of the avigation easement and restrictive covenant sought are attached hereto as Exhibit “B” and Exhibit “C” respectively; 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 Subject Property to be Ohio Avenue, LLC, a copy of said title commitment being attached hereto and incorporated herein as Exhibit “D”; and

**WHEREAS**, on the 28<sup>th</sup> day of June, 2021, Ordinance No. 2021-362 was adopted by the Authority’s Board of Commissioners providing for negotiation for the acquisition of the avigation easement and restrictive covenant over the Subject Property; and

**WHEREAS**, the Authority has attempted to negotiate the purchase of an avigation easement and a restrictive covenant over the Subject Property but has been unable to agree with the owners of the Subject Property regarding just compensation.



**NOW, THEREFORE,** be it ordained by the Board of Commissioners of the DuPage Airport Authority 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 an avigation easement and restrictive covenant over the Subject Property 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 take the necessary steps, either by negotiation or condemnation, to acquire the avigation easement and restrictive covenant over the Subject Property in the forms attached hereto as Exhibits B and C.

**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 \_\_\_\_\_  
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 15<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**ORDINANCE 2021-367**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

## **LEGAL DESCRIPTION**

**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**  
**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 1**

**LEGAL DESCRIPTION**

**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 2

### AIRSPACE LEGAL DESCRIPTION

#### 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.

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 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

### GROUP EXHIBIT 3

#### LEGAL DESCRIPTION OF DUPAGE AIRPORT

THAT PART OF SECTIONS 29, 30, 31 AND 32 TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN ALL IN DUPAGE COUNTY, ILLINOIS, AND PART OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN ALL IN DUPAGE COUNTY, ILLINOIS, COMMENCING AT THE SOUTH WEST CORNER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN, THENCE NORTH 88° 22' 39.37" EAST, 34.27 FEET TO THE POINT OF THE BEGINNING; THENCE NORTH 89° 06' 02.48" EAST, 17.07 FEET; THENCE NORTH 00° 14' 37.92" WEST, 662.77 FEET; THENCE SOUTH 84° 02' 34.67" EAST, 3501.81 FEET; THENCE NORTH 05° 57' 25.33" EAST, 282.76 FEET; THENCE NORTH 84° 02' 34.67" WEST, 136.95 FEET; THENCE NORTH 00° 16' 56.61" EAST, 2078.33 FEET; THENCE SOUTH 87° 22' 50.13" EAST, 574.12 FEET; THENCE SOUTH 81° 27' 51.78" EAST, 831.10 FEET; THENCE SOUTH 12° 19' 35.56" WEST, 426.91 FEET; THENCE SOUTH 32° 49' 42.61" EAST, 3454.00 FEET; THENCE SOUTH 00° 40' 30.41" WEST, 865.28 FEET; THENCE SOUTH 04° 41' 33.16" WEST, 100.02 FEET; THENCE NORTH 83° 57' 17.62" WEST, 1295.45 FEET; THENCE SOUTH 00° 21' 52.39" WEST, 3574.52 FEET; THENCE SOUTH 88° 56' 46.76" WEST, 39.64 FEET; THENCE SOUTH 00° 21' 18.11" WEST, 2575.84 FEET; THENCE SOUTH 89° 13' 40.07" WEST, 1604.21 FEET; THENCE SOUTH 00° 02' 35.18" WEST, 79.75 FEET; THENCE SOUTH 14° 28' 49.67" WEST, 652.87 FEET; THENCE SOUTH 89° 07' 48.79" WEST, 1187.85 FEET; THENCE NORTH 75° 43' 03.51" WEST, 547.15 FEET; THENCE NORTH 00° 01' 45.97" WEST, 7223.77 FEET; THENCE NORTH 84° 02' 34.67" WEST, 1707.46 FEET; THENCE NORTH 00° 19' 49.53" WEST, 990.41 FEET TO THE POINT OF BEGINNING.



**EXHIBIT C**  
**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.

**EXHIBIT D**  
**TITLE COMMITMENT**

**TITLE COMMITMENT OF PIN NO. 9-36-276-034**

17

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

**21011499WF**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Chicago Title Insurance Company**

By:

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary

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Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 2441 Warrenville Rd, Suite 100 Lisle, IL 60532 Main Phone: (630)871-3500 Email: CTLisle@ctt.com	

Issued By: Chicago Title Company, LLC  
2441 Warrenville Rd, Suite 100  
Lisle, IL 60532

Order Number: 21011499WF

Property Ref.: 3945 Ohio Ave, Saint Charles, IL 60174

SCHEDULE A

1. Commitment Date: April 13, 2021
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006  
Proposed Insured: DuPage Airport Authority  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
Ohio Avenue LLC, an Illinois limited liability company

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**SCHEDULE A**  
(continued)

5. The Land is described as follows:

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.

**END OF SCHEDULE A**

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**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 ILCS 77/70 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.  
  
Note: for Cook, Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.
10. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
11. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**General Exceptions**

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

- A 8. Taxes for the years 2020 and 2021.

Taxes for the year 2020 are payable in two installments.

The first installment amounting to \$124,299.65 is not delinquent before June 1, 2021.

The second installment amounting to \$124,299.65 is not delinquent before September 1, 2021.

Taxes for the year 2021 are not yet due and payable.

Permanent Tax No.: 09-36-276-034

- B 9. For any special service areas and/or sanitary districts referenced below as a Schedule B Exception, a full payment letter must be presented in conjunction with any deed to be recorded.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

- C 10. Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated November 7, 2014 and recorded November 12, 2014 as Document No. 2014K057123 made by Ohio Avenue LLC to Genworth Life and Annuity Insurance Company to secure an indebtedness in the amount of \$6,100,000.00.
- The original, canceled note or notes secured by the mortgage to be satisfied must be submitted to the Company.
- D 11. Assignment of Rents and Leases recorded November 12, 2014 as Document No. 2014K057124 made by Ohio Avenue LLC to Genworth Life and Annuity Insurance Company.
- H 12. A financing statement as follows: Ohio Avenue LLC, debtor, Genworth Life and Annuity Insurance Company, secured party, recorded on November 12, 2014 as Document No. 2014K057125.
- A change to the above financing statement was filed, continuation nature of claim, recorded on May 23, 2019 as Document No. 2019K020893.
- E 13. Subordination, Nondisturbance and Attornment Agreement, and the terms and conditions thereof, Genworth Life and Annuity Insurance Company, lender, Compact Industries, Inc., tenant, Ohio Avenue LLC, landlord, recorded on November 12, 2014 as Document No. 2014K057126.
- M 14. Existing unrecorded lease in favor of Compact Industries, Inc. and all rights thereunder of the lessee and of any person or party claiming by, through or under the lessee.
- F 15. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- G 16. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.
- Limited Liability Company: Ohio Avenue LLC
- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
  - b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
  - c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
  - d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- I 17. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- L 18. The Land lies within the boundaries of a special service area as disclosed by ordinance recorded as document 94K89609 and as amended by ordinance recorded August 27, 2007 as document 2007K088671, and is subject to additional taxes under the terms of said ordinance and subsequent related ordinances.
- N 19. Deed restrictions and easement rights in deed recorded September 3 1996 as document 96K062928 (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), including rights of repurchase, approvals as to architecture, maintenance, easements, utilities, use and other matters; also in deed document 92K073198.

Note: Said instrument contains no provision for a forfeiture of or reversion of title in case of breach of condition.

Note: Paragraph B in the deed recorded as document 96K062928 and entitled "Deed Restrictions," "B. Construction and Improvements" is specifically excluded and waived from this exception and paragraphs "2. Plan Approval" "3. Commencement and Completion of Construction" and "4. Landscaping in Public Right-of-Way" contained in exhibit B of the deed in trust recorded as document 92K073198 are specifically excluded and waived from this exception.

The easements of which are depicted on the Plat of Survey made by Spaceco Inc., dated December 29, 2004, order No. 3922, Last revised January 14, 2005.

- O 20. Terms and provisions of the ingress and egress easement agreement recorded September 3 1996 as document 96K062927 made by LaSalle National Trust as trustee under trust number 120360 and teachers retirement system.

Affects Parcels 1 and 2, as shown on the Plat of Survey Made by Spaceco Inc., dated December 29, 2004, Order No. 3922, last revised January 14, 2005.

- P 21. A 40 foot building setback line as established on the Plat of Unit No. 1-E, the "St. Charles" Illinois Industrial Development recorded as document number 1645499 over the North Line of Lot 7.
- Q 22. A permanent non-exclusive easement as established on the Plat of Unit No. 1-E, the "St. Charles" Illinois Industrial Development and as Granted to the City of St. Charles and to all public utilities including, but not limited to, the Illinois Bell Telephone Company and Northern Illinois Gas Company, their successors and

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

assigns, over the North and South 10 feet of Lot 7; also Plat of Unit 1 St. Charles Industrial Development shows a drainage and sewer easement on Southerly 10 feet.

- R 23. Easement in favor of the City of St. Charles, Illinois, and its successors and assigns, for the purpose of and in order to construct, reconstruct, modify, supplement, maintain, operate, alter, enlarge, repair, clean and/or remove the underground water main and/or any other services or uses for which such facilities may be used to provide service to such facilities and the right of ingress and egress in designated access areas, recorded March 16, 2005 as Document No. 2005K029086, and the terms and provisions contained therein.
- U 24. Terms, provisions, and conditions relating to the easement described as Parcel 2 contained in the instrument creating said easement.
- Rights of the adjoining owner or owners to the concurrent use of said easement.
- V 25. In order for the Company to insure title after completion of an eminent domain proceeding to acquire fee title to the Land or a lesser interest therein, the Company notes the follows:
- A) Nothing contained herein should be construed as insuring the power or right of the plaintiff to condemn the Land;
- B) Our policy, when issued, will be made subject to direct attack upon the judgments and orders entered in the case;
- C) Upon filing of the Complaint, a proper Lis Pendens Notice should be recorded in the Office of the Recorder of Deeds in the County in which the Land is located;
- D) The following necessary parties should be joined in the contemplated proceeding in order that the Company may insure that their interests will be affected:
- 1) All persons acquiring rights in the Land subsequent to the date of this commitment and prior to the time a complete Lis Pendens Notice has been recorded/filed;
  - 2) All persons, other than those named herein, known by plaintiff or plaintiff's attorney to have or claim to have an interest in the Land;
  - 3) All persons in possession of the Land.
  - 4) Ohio Avenue LLC, an Illinois limited liability company, record owner of the land
  - 5) Genworth Life and Annuity Insurance Company, the mortgagee noted above at Exception Reference Letter C
  - 6) Compact Industries, Inc. the lessee noted above Exception Reference Letters E and M

Note: If it is known that any of the necessary parties listed herein are deceased, their heirs or legatees

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

should be made parties by name if known, and if unknown, then by the name and description of "unknown heirs or legatees of" such deceased person or persons. If it is not known or cannot be ascertained whether any of said parties are living or dead, then such parties should be made parties by name, and such person(s) as would be their heirs or legatees also should be made parties to the proceeding as "unknown owners." In this regard, the Company directs your attention to Section 2-413 of the Code of Civil Procedure.

In the event that there are any persons who are necessary parties to the contemplated proceeding, but the names of such persons are unknown and unascertainable, then, and in that event only, such persons should be made parties under the description of "unknown owners," unless the contrary is herein indicated. The question of the Company's willingness to reply on the designation of "unknown owners" to insure over the interest of any unrecorded mechanic's lien claimant, if any, should be submitted to an underwriter.

E) Additional information, if any: none

Note: In order for the Company to insure over the liens of real estate taxes and special assessments and rights of any tax purchaser named herein after the completion of the contemplated proceeding, the County Collector's Warrant Books and the Municipality's Special Assessment Records must be marked appropriately, any Tax Deed Proceeding noted herein must be dismissed, and any outstanding Certificate of Purchase must be cancelled.

The contemplated proceeding may affect the rights of only those parties named herein in Paragraph "D" as necessary parties. The policy, when issued, will be subject to the rights of all other parties and interests shown in this commitment, including, but not limited to, easements, covenants, conditions, restrictions and the rights of public or quasi-public utilities in the Land, if any, unless satisfactory disposition thereof is otherwise made or unless otherwise expressly stated herein.

- S 26. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.  
(This note will be waived for policy).
- T 27. Informational note: To schedule closings in the Lisle office (formerly located in Wheaton) please call: (630) 871-3500. Naperville office please call: (630) 871-3800. For inquiries relating to this commitment, call examining unit at (630) 871-3500. Also directions on reaching the Lisle office (2441 Warrenville Road, Lisle) The Lisle office is located approximately one mile East of Naperville Road on Warrenville Road. It is located on the South side of the street and is in a complex called Westwood of Lisle. From Warrenville Road, turn South onto Corporate West Drive and the office is on the Left side of the street. To the downtown Naperville office 55 S. Main Street., Suite 396: from I-88 coming from the east: exit at Naperville Rd. Turn right (south) go to Diehl Rd. Turn right (west) continue to Washington St. and turn left (south) take to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor. From I-88 coming from the west: exit at Winfield Rd. Turn right (south) to Diehl Rd. Turn left (east) to Washington turn right (south) to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements;
  - (f) Schedule B, Part II-Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - (i) comply with the Schedule B, Part I-Requirements;
    - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
  - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
  - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
  - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**END OF CONDITIONS****1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.



**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**ORDINANCE 2021-368**

**ORDINANCE PROVIDING FOR THE ACQUISITION THROUGH NEGOTIATION OR CONDEMNATION OF AN AVIGATION EASEMENT AND A RESTRICTIVE COVENANT 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 an avigation easement and a restrictive covenant 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**, the Board of Commissioners of the Authority, find that the avigation easement and restrictive covenant over the real estate described in the attached Exhibit “A” (the “Subject Property”) should be acquired and is necessary and desirable for the purposes as hereinabove set forth. Copies of the avigation easement and restrictive covenant sought are attached hereto as Exhibit “B” and Exhibit “C” respectively; 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 Subject Property to be JMJ Global Properties, LLC, a copy of said title commitment being attached hereto and incorporated herein as Exhibit “D”; and

**WHEREAS**, on the 28<sup>th</sup> day of June, 2021, Ordinance No. 2021-359 was adopted by the Authority’s Board of Commissioners providing for negotiation for the acquisition of the avigation easement and restrictive covenant over the Subject Property; and

**WHEREAS**, the Authority has attempted to negotiate the purchase of an avigation easement and a restrictive covenant over the Subject Property but has been unable to agree with the owners of the Subject Property regarding just compensation.

**NOW, THEREFORE**, be it ordained by the Board of Commissioners of the DuPage Airport Authority 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 an avigation easement and restrictive covenant over the Subject Property 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 take the necessary steps, either by negotiation or condemnation, to acquire the avigation easement and restrictive covenant over the Subject Property in the forms attached hereto as Exhibits B and C.

**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 \_\_\_\_\_  
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 15<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**ORDINANCE 2021-368**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION**

**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**  
**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 1**

**LEGAL DESCRIPTION**

**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 2**

**AIRSPACE LEGAL DESCRIPTION**

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:

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.

SAID PARCELS CONTAINS 277,808 SQUARE FEET OR 6.377 ACRES MORE OR LESS.

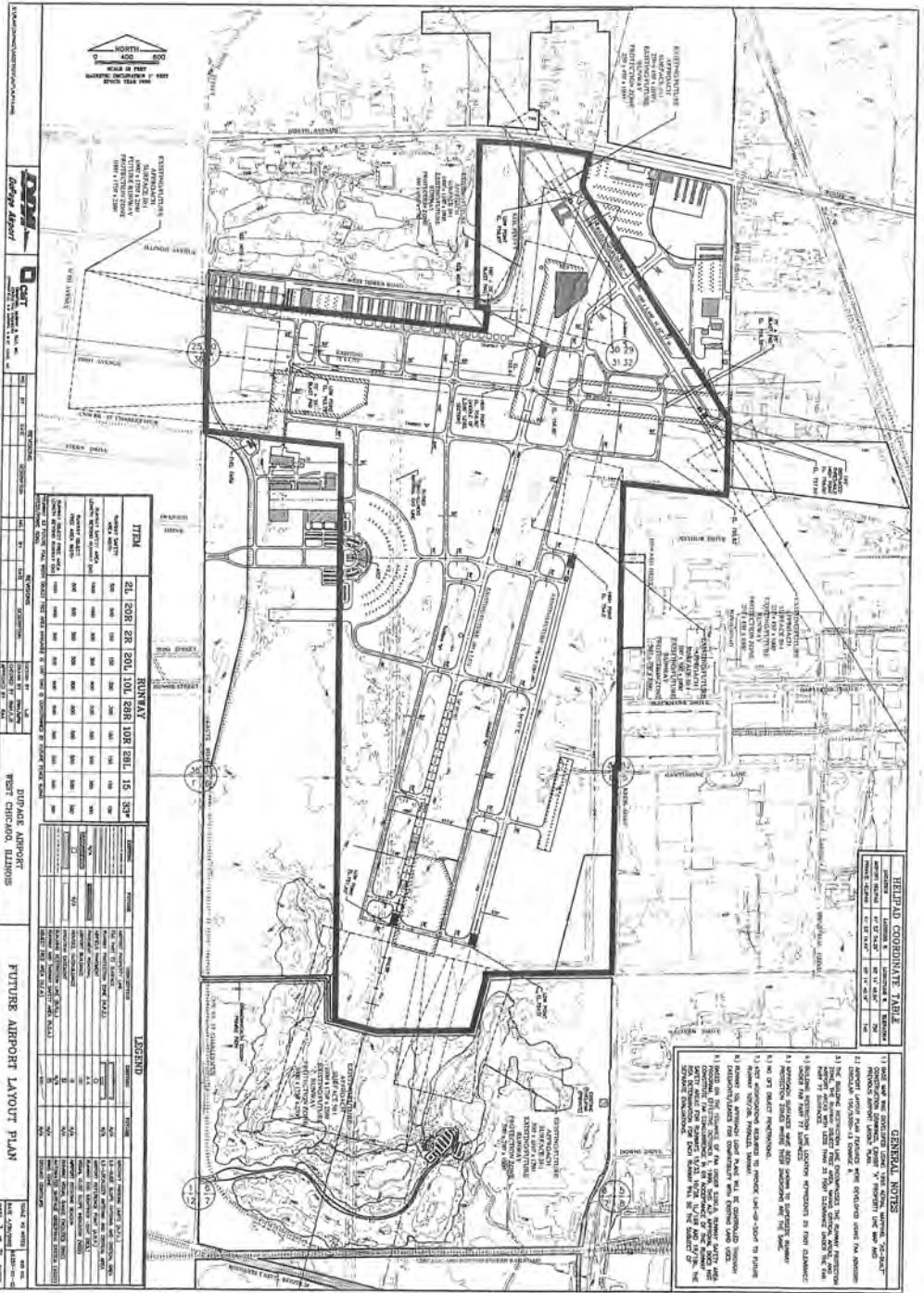
7:1 PARCEL = 185,625 SQUARE FEET OR 4.261 ACRES MORE OR LESS

50:1 PARCEL = 92,184 SQUARE FEET OR 2.116 ACRES MORE OR LESS

### GROUP EXHIBIT 3

#### LEGAL DESCRIPTION OF DUPAGE AIRPORT

THAT PART OF SECTIONS 29, 30, 31 AND 32 TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN ALL IN DUPAGE COUNTY, ILLINOIS, AND PART OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN ALL IN DUPAGE COUNTY, ILLINOIS, COMMENCING AT THE SOUTH WEST CORNER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN, THENCE NORTH 88° 22' 39.37" EAST, 34.27 FEET TO THE POINT OF THE BEGINNING; THENCE NORTH 89° 06' 02.48" EAST, 17.07 FEET; THENCE NORTH 00° 14' 37.92" WEST, 662.77 FEET; THENCE SOUTH 84° 02' 34.67" EAST, 3501.81 FEET; THENCE NORTH 05° 57' 25.33" EAST, 282.76 FEET; THENCE NORTH 84° 02' 34.67" WEST, 136.95 FEET; THENCE NORTH 00° 16' 56.61" EAST, 2078.33 FEET; THENCE SOUTH 87° 22' 50.13" EAST, 574.12 FEET; THENCE SOUTH 81° 27' 51.78" EAST, 831.10 FEET; THENCE SOUTH 12° 19' 35.56" WEST, 426.91 FEET; THENCE SOUTH 32° 49' 42.61" EAST, 3454.00 FEET; THENCE SOUTH 00° 40' 30.41" WEST, 865.28 FEET; THENCE SOUTH 04° 41' 33.16" WEST, 100.02 FEET; THENCE NORTH 83° 57' 17.62" WEST, 1295.45 FEET; THENCE SOUTH 00° 21' 52.39" WEST, 3574.52 FEET; THENCE SOUTH 88° 56' 46.76" WEST, 39.64 FEET; THENCE SOUTH 00° 21' 18.11" WEST, 2575.84 FEET; THENCE SOUTH 89° 13' 40.07" WEST, 1604.21 FEET; THENCE SOUTH 00° 02' 35.18" WEST, 79.75 FEET; THENCE SOUTH 14° 28' 49.67" WEST, 652.87 FEET; THENCE SOUTH 89° 07' 48.79" WEST, 1187.85 FEET; THENCE NORTH 75° 43' 03.51" WEST, 547.15 FEET; THENCE NORTH 00° 01' 45.97" WEST, 7223.77 FEET; THENCE NORTH 84° 02' 34.67" WEST, 1707.46 FEET; THENCE NORTH 00° 19' 49.53" WEST, 990.41 FEET TO THE POINT OF BEGINNING.



**HELIPAD COORDINATE TABLE**

COORDINATE	1000	2000	3000	4000	5000
1000	1000	2000	3000	4000	5000
2000	1000	2000	3000	4000	5000
3000	1000	2000	3000	4000	5000
4000	1000	2000	3000	4000	5000
5000	1000	2000	3000	4000	5000

- GENERAL NOTES**
- 1) ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS, AND THE STANDARD SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS, AND THE STANDARD SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS.
  - 2) THE PLANNING AND DESIGN OF THIS AIRPORT SHALL BE IN ACCORDANCE WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT DESIGN MANUAL, EDITION 4, AND THE FAA AIRPORT DESIGN MANUAL, EDITION 4.
  - 3) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS, AND THE STANDARD SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS.
  - 4) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS, AND THE STANDARD SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS.
  - 5) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS, AND THE STANDARD SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS.
  - 6) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS, AND THE STANDARD SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS.
  - 7) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS, AND THE STANDARD SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS.
  - 8) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS, AND THE STANDARD SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS.
  - 9) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS, AND THE STANDARD SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS.
  - 10) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS, AND THE STANDARD SPECIFICATIONS FOR AIRPORTS AND AIRCRAFT MOVEMENT AREAS.

**ITEMS**

ITEM	21	208	2R	101	101	208R	108R	108R	15	15R
ASPHALT PAVEMENT	500	500	500	500	500	500	500	500	500	500
CONCRETE PAVEMENT	500	500	500	500	500	500	500	500	500	500
GRAVEL	500	500	500	500	500	500	500	500	500	500
LANDSCAPING	500	500	500	500	500	500	500	500	500	500
UTILITIES	500	500	500	500	500	500	500	500	500	500
STRUCTURES	500	500	500	500	500	500	500	500	500	500
LAND ACQUISITION	500	500	500	500	500	500	500	500	500	500
PERMITS	500	500	500	500	500	500	500	500	500	500
DESIGN	500	500	500	500	500	500	500	500	500	500
CONSTRUCTION	500	500	500	500	500	500	500	500	500	500
OPERATION	500	500	500	500	500	500	500	500	500	500
MAINTENANCE	500	500	500	500	500	500	500	500	500	500
TOTAL	500	500	500	500	500	500	500	500	500	500

**LEGEND**

SYMBOL	DESCRIPTION
(Symbol)	Runway
(Symbol)	Taxiway
(Symbol)	Gravel
(Symbol)	Asphalt
(Symbol)	Concrete
(Symbol)	Landscaping
(Symbol)	Utilities
(Symbol)	Structures
(Symbol)	Land Acquisition
(Symbol)	Permits
(Symbol)	Design
(Symbol)	Construction
(Symbol)	Operation
(Symbol)	Maintenance

DATE: 10/21/2013  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]  
 PROJECT: [Project Name]  
 SHEET: 3 OF 21 SHEETS

**EXHIBIT C**  
**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.

**EXHIBIT D**  
**TITLE COMMITMENT**

**TITLE COMMITMENT OF PIN NO. 9-25-476-017**



11

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

**21011488WF**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Chicago Title Insurance Company**

By:

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary

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*Transaction Identification Data for reference only:*

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 2441 Warrenville Rd, Suite 100 Lisle, IL 60532 Main Phone: (630)871-3500 Email: CTLisle@ctt.com	

Issued By: Chicago Title Company, LLC  
 2441 Warrenville Rd, Suite 100  
 Lisle, IL 60532

**Order Number: 21011488WF**

Property Ref.: 345 Kautz Road, Saint Charles, IL 60174

**SCHEDULE A**

1. Commitment Date: April 13, 2021
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006  
 Proposed Insured: DuPage Airport Authority  
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
 Fee Simple
4. The Title is, at the Commitment Date, vested in:  
JMJ Global Properties LLC
5. The Land is described as follows:  
 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.

**END OF SCHEDULE A**

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**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 ILCS 77/70 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.  
  
Note: for Cook, Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.
10. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
11. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**General Exceptions**

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- A 8. Taxes for the years 2020 and 2021.  
  
Taxes for the year 2020 are payable in two installments.  
  
The first installment amounting to \$36,828.21 is not delinquent before June 1, 2021.  
  
The second installment amounting to \$36,828.21 is not delinquent before September 1, 2021.  
  
Taxes for the year 2021 are not yet due and payable.  
  
Permanent Tax No.: 09-25-476-017
- O 9. For any special service areas and/or sanitary districts referenced below as a Schedule B Exception, a full payment letter must be presented in conjunction with any deed to be recorded.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

- B 10. Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated November 3, 2020 and recorded November 4, 2020 as Document No. 2020K066907 made by JMJ Global Partners LLC and Perfect Plastic Printing Corp. to Byline Bank to secure an indebtedness in the amount of \$6,900,000.00.
- (affects the land and other property)
- C 11. Assignment of Rents and Leases recorded November 4, 2020 as Document No. 2020K066908 made by JMJ Global Properties LLC and Perfect Plastic Printing Corp. to Byline Bank.
- (affects the land and other property)
- D 12. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- E 13. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- F 14. If work has been performed on the Land within the last six months which may subject the Land to liens under the mechanics lien laws, the Company should be furnished satisfactory evidence that those who have performed such work have been fully paid and have waived their rights to a lien. If evidence is not provided or is unsatisfactory, this commitment/policy will be subject to the following exception:
- Any lien, or right to a lien, for services, labor or material, heretofore or hereafter furnished, imposed by law, and not shown by the Public Records.
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- G 15. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.
- Limited Liability Company: JMJ Global Properties LLC
- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- H 16. The Land lies within the boundaries of a special service area as disclosed by ordinance recorded as document 94K-89609, and is subject to additional taxes under the terms of said ordinance and subsequent related ordinances.

Amended by Ordinance 2007-M-79, a copy of which was recorded August 27, 2007 as document 2007K088671.

- I 17. Covenants and restrictions, (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said Covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), contained in warranty deed recorded November 5, 1985 as document 1745577, conveying the Land subject to the following:

The East 40 feet, the West 20 feet, the North 20 feet and the South 20 feet of the subject real estate shall be forever kept free and clear of all buildings and structures other than sidewalks, driveways, parking Lots, or utility connections beneath the surface thereof, provided however, that parking Lots shall not be permitted on the East 40 feet of the subject real estate;

The grantor reserves to itself, its successors, grantees and assigns, and to all those to whom it has heretofore granted or to whom it may hereafter grant easement rights, a perpetual easement over, under, across along and upon the East 20 feet of the subject real estate for the purposes of installing, constructing, reconstructing, extending, enlarging, altering, repairing, maintaining and the operation of all sewers, and all ways, conduits, mains, pipes, cables, wires and other conductors ... For carrying or conveying water, gas, steam, electricity, sewage or similar substances or any of them. All such improvements shall be installed underground.

Grantee, for itself, its successors and assigns, covenants and agrees to keep grass and weeds cut while subject real estate is vacant and when a building is constructed on the subject real estate, to install sidewalks and Landscaping in the public right of way located adjacent to the subject real estate, as provided by local ordinance,

Together with the further covenants and restrictions therein contained, and which does not contain a reversionary or forfeiture clause.

- J 18. Utility easement in favor of City of St. Charles, a Municipal Corporation, its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property with public utilities service, together with the right of access to said equipment, and the provisions

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

relating thereto contained in the grant recorded May 9, 1995 as document 95K025115, over the Easterly 35 feet of the Land.

- L 19. A 40 foot building set back line as established on the Plat of Unit No. 1-E the "St Charles" Illinois Industrial Development.
- M 20. A permanent non-exclusive easement as reserved on the Plat of Unit No. 1-E, the "St Charles" Illinois Industrial Development and as granted to the County of st. Charles and to all public utilities companies including, but not limited to, the Illinois Bell Telephone Company and Northern Illinois Gas Company, their successors and assigns, for public utilities.
- N 21. Easement for public utilities, including sewer and water, as shown on the Plat of said Unit No. 1.
- P 22. In order for the Company to insure title after completion of an eminent domain proceeding to acquire fee title to the Land or a lesser interest therein, the Company notes the follows:
- A) Nothing contained herein should be construed as insuring the power or right of the plaintiff to condemn the Land;
- B) Our policy, when issued, will be made subject to direct attack upon the judgments and orders entered in the case;
- C) Upon filing of the Complaint, a proper Lis Pendens Notice should be recorded in the Office of the Recorder of Deeds in the County in which the Land is located;
- D) The following necessary parties should be joined in the contemplated proceeding in order that the Company may insure that their interests will be affected:
- 1) All persons acquiring rights in the Land subsequent to the date of this commitment and prior to the time a complete Lis Pendens Notice has been recorded/filed;
- 2) All persons, other than those named herein, known by plaintiff or plaintiff's attorney to have or claim to have an interest in the Land;
- 3) All persons in possession of the Land.
- 4) JMJ Global Properties LLC, record owner of the land
- 5) Byline Bank, the mortgagee noted above at Exception Reference Letter B
- 6) Perfect Plastic Printing Corp, the borrower noted above at Exception Reference Letter B

Note: If it is known that any of the necessary parties listed herein are deceased, their heirs or legatees should be made parties by name if known, and if unknown, then by the name and description of "unknown heirs or legatees of" such deceased person or persons. If it is not known or cannot be

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

ascertained whether any of said parties are living or dead, then such parties should be made parties by name, and such person(s) as would be their heirs or legatees also should be made parties to the proceeding as "unknown owners." In this regard, the Company directs your attention to Section 2-413 of the Code of Civil Procedure.

In the event that there are any persons who are necessary parties to the contemplated proceeding, but the names of such persons are unknown and unascertainable, then, and in that event only, such persons should be made parties under the description of "unknown owners," unless the contrary is herein indicated. The question of the Company's willingness to reply on the designation of "unknown owners" to insure over the interest of any unrecorded mechanic's lien claimant, if any, should be submitted to an underwriter.

E) Additional information, if any: none

Note: In order for the Company to insure over the liens of real estate taxes and special assessments and rights of any tax purchaser named herein after the completion of the contemplated proceeding, the County Collector's Warrant Books and the Municipality's Special Assessment Records must be marked appropriately, any Tax Deed Proceeding noted herein must be dismissed, and any outstanding Certificate of Purchase must be cancelled.

The contemplated proceeding may affect the rights of only those parties named herein in Paragraph "D" as necessary parties. The policy, when issued, will be subject to the rights of all other parties and interests shown in this commitment, including, but not limited to, easements, covenants, conditions, restrictions and the rights of public or quasi-public utilities in the Land, if any, unless satisfactory disposition thereof is otherwise made or unless otherwise expressly stated herein.

- R 23. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.  
(This note will be waived for policy).
- Q 24. Informational note: To schedule closings in the Lisle office (formerly located in Wheaton) please call: (630) 871-3500. Naperville office please call: (630) 871-3800. For inquiries relating to this commitment, call examining unit at (630) 871-3500. Also directions on reaching the Lisle office (2441 Warrenville Road, Lisle) The Lisle office is located approximately one mile East of Naperville Road on Warrenville Road. It is located on the South side of the street and is in a complex called Westwood of Lisle. From Warrenville

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

Road, turn South onto Corporate West Drive and the office is on the Left side of the street. To the downtown Naperville office 55 S. Main Street., Suite 396: from I-88 coming from the east: exit at Naperville Rd. Turn right (south) go to Diehl Rd. Turn right (west) continue to Washington St. and turn left (south) take to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor. From I-88 coming from the west: exit at Winfield Rd. Turn right (south) to Diehl Rd. Turn left (east) to Washington turn right (south) to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor.

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements;
  - (f) Schedule B, Part II-Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - (i) comply with the Schedule B, Part I-Requirements;
    - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
  - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
  - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
  - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**END OF CONDITIONS****1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.



**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**ORDINANCE 2021-369**

**ORDINANCE PROVIDING FOR THE ACQUISITION THROUGH NEGOTIATION OR CONDEMNATION OF AN AVIGATION EASEMENT AND A RESTRICTIVE COVENANT 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 an avigation easement and a restrictive covenant 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**, the Board of Commissioners of the Authority, find that the avigation easement and restrictive covenant over the real estate described in the attached Exhibit “A” (the “Subject Property”) should be acquired and is necessary and desirable for the purposes as hereinabove set forth. Copies of the avigation easement and restrictive covenant sought are attached hereto as Exhibit “B” and Exhibit “C” respectively; 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 Subject Property to be Breit Industrial Canyon IL1W09 LLC, a copy of said title commitment being attached hereto and incorporated herein as Exhibit “D”; and

**WHEREAS**, on the 28<sup>th</sup> day of June, 2021, Ordinance No. 2021-358 was adopted by the Authority’s Board of Commissioners providing for negotiation for the acquisition of the avigation easement and restrictive covenant over the Subject Property; and

**WHEREAS**, the Authority has attempted to negotiate the purchase of an avigation easement and a restrictive covenant over the Subject Property but has been unable to agree with the owners of the Subject Property regarding just compensation.

**NOW, THEREFORE**, be it ordained by the Board of Commissioners of the DuPage Airport Authority 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 an avigation easement and restrictive covenant over the Subject Property 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 take the necessary steps, either by negotiation or condemnation, to acquire the avigation easement and restrictive covenant over the Subject Property in the forms attached hereto as Exhibits B and C.

**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 \_\_\_\_\_  
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 15th day of September, 2021.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**ORDINANCE 2021-369**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION**

**PIN NO. 01-32-105-009**

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**  
**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 1**

**LEGAL DESCRIPTION**

**PIN NO. 01-32-105-009**

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 2**

**AIRSPACE LEGAL DESCRIPTION**

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 SUBDIVISION RECORDED MARCH 22, 1996 AS DOCUMENT R96-046948, IN DUPAGE COUNTY, ILLINOIS.

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 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

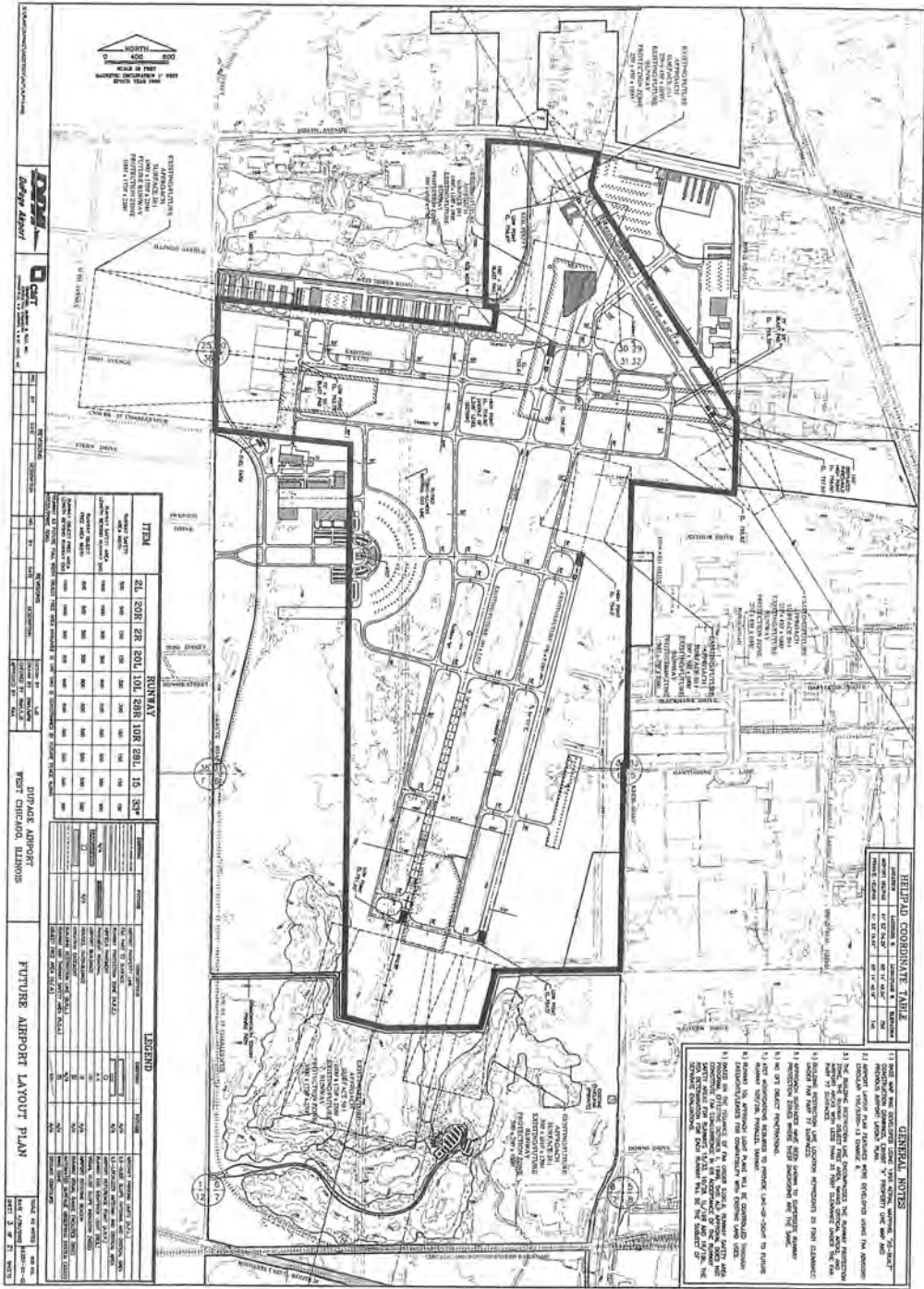
34:1 PARCEL = 73,789 SQUARE FEET OR 1.694 ACRES MORE OR LESS

40:1 PARCEL = 20,130 SQUARE FEET OR 0.462 ACRES MORE OR LESS

### GROUP EXHIBIT 3

#### LEGAL DESCRIPTION OF DUPAGE AIRPORT

THAT PART OF SECTIONS 29, 30, 31 AND 32 TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN ALL IN DUPAGE COUNTY, ILLINOIS, AND PART OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN ALL IN DUPAGE COUNTY, ILLINOIS, COMMENCING AT THE SOUTH WEST CORNER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN, THENCE NORTH 88° 22' 39.37" EAST, 34.27 FEET TO THE POINT OF THE BEGINNING; THENCE NORTH 89° 06' 02.48" EAST, 17.07 FEET; THENCE NORTH 00° 14' 37.92" WEST, 662.77 FEET; THENCE SOUTH 84° 02' 34.67" EAST, 3501.81 FEET; THENCE NORTH 05° 57' 25.33" EAST, 282.76 FEET; THENCE NORTH 84° 02' 34.67" WEST, 136.95 FEET; THENCE NORTH 00° 16' 56.61" EAST, 2078.33 FEET; THENCE SOUTH 87° 22' 50.13" EAST, 574.12 FEET; THENCE SOUTH 81° 27' 51.78" EAST, 831.10 FEET; THENCE SOUTH 12° 19' 35.56" WEST, 426.91 FEET; THENCE SOUTH 32° 49' 42.61" EAST, 3454.00 FEET; THENCE SOUTH 00° 40' 30.41" WEST, 865.28 FEET; THENCE SOUTH 04° 41' 33.16" WEST, 100.02 FEET; THENCE NORTH 83° 57' 17.62" WEST, 1295.45 FEET; THENCE SOUTH 00° 21' 52.39" WEST, 3574.52 FEET; THENCE SOUTH 88° 56' 46.76" WEST, 39.64 FEET; THENCE SOUTH 00° 21' 18.11" WEST, 2575.84 FEET; THENCE SOUTH 89° 13' 40.07" WEST, 1604.21 FEET; THENCE SOUTH 00° 02' 35.18" WEST, 79.75 FEET; THENCE SOUTH 14° 28' 49.67" WEST, 652.87 FEET; THENCE SOUTH 89° 07' 48.79" WEST, 1187.85 FEET; THENCE NORTH 75° 43' 03.51" WEST, 547.15 FEET; THENCE NORTH 00° 01' 45.97" WEST, 7223.77 FEET; THENCE NORTH 84° 02' 34.67" WEST, 1707.46 FEET; THENCE NORTH 00° 19' 49.53" WEST, 990.41 FEET TO THE POINT OF BEGINNING.



**HELIPAD COORDINATE TABLE**

SECTION	SECTION 1	SECTION 2	SECTION 3	SECTION 4
1	100	200	300	400
2	500	600	700	800
3	900	1000	1100	1200
4	1300	1400	1500	1600
5	1700	1800	1900	2000
6	2100	2200	2300	2400
7	2500	2600	2700	2800
8	2900	3000	3100	3200
9	3300	3400	3500	3600
10	3700	3800	3900	4000

- GENERAL NOTES**
- 1) ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE SPECIFICATIONS FOR AIRPORTS AND AIRWAYS, PART 1, AND THE AIRPORT DESIGN MANUAL, PART 2, PUBLISHED BY THE FEDERAL AVIATION ADMINISTRATION.
  - 2) THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
  - 3) THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
  - 4) THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
  - 5) THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
  - 6) THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
  - 7) THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
  - 8) THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
  - 9) THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
  - 10) THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**ITEMS**

ITEM	21	208	2R	101	101	208R	108R	108R	15	15R
1	100	200	300	400	500	600	700	800	900	1000
2	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000
3	2100	2200	2300	2400	2500	2600	2700	2800	2900	3000
4	3100	3200	3300	3400	3500	3600	3700	3800	3900	4000
5	4100	4200	4300	4400	4500	4600	4700	4800	4900	5000
6	5100	5200	5300	5400	5500	5600	5700	5800	5900	6000
7	6100	6200	6300	6400	6500	6600	6700	6800	6900	7000
8	7100	7200	7300	7400	7500	7600	7700	7800	7900	8000
9	8100	8200	8300	8400	8500	8600	8700	8800	8900	9000
10	9100	9200	9300	9400	9500	9600	9700	9800	9900	10000

**LEGEND**

SYMBOL	DESCRIPTION
(Symbol)	CONSTRUCTION AREA
(Symbol)	EXISTING BUILDING
(Symbol)	NEW CONSTRUCTION
(Symbol)	PAVING
(Symbol)	LANDSCAPING
(Symbol)	UTILITIES
(Symbol)	ROADS
(Symbol)	RAILROADS
(Symbol)	WATERWAYS
(Symbol)	TOPOGRAPHY
(Symbol)	BOUNDARIES
(Symbol)	SETBACKS
(Symbol)	ENCROACHMENTS
(Symbol)	ADDITIONAL NOTES

**DUPAGE AIRPORT**  
**FUTURE AIRPORT LAYOUT PLAN**  
 SHEET 3 OF 21, 2013

**EXHIBIT C**  
**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.

**EXHIBIT D**  
**TITLE COMMITMENT**



**TITLE COMMITMENT OF PIN NO. 01-32-105-009**

P6

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

**21011486WF**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Chicago Title Insurance Company**

By:

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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*Transaction Identification Data for reference only:*

<p>ORIGINATING OFFICE:                  Chicago Title Company, LLC                  2441 Warrenville Rd, Suite 100                  Lisle, IL 60532                  Main Phone: (630)871-3500                  Email: CTLisle@ctt.com</p>	<p>FOR SETTLEMENT INQUIRIES, CONTACT:</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------

Issued By: Chicago Title Company, LLC  
 2441 Warrenville Rd, Suite 100  
 Lisle, IL 60532

**Order Number: 21011486WF**

Property Ref.: 1500 Powis Court, West Chicago, IL 60185

**SCHEDULE A**

1. Commitment Date: April 14, 2021
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006  
 Proposed Insured: DuPage Airport Authority  
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
 Fee Simple
4. The Title is, at the Commitment Date, vested in:  
BREIT Industrial Canyon IL1W09 LLC, a Delaware limited liability company
5. The Land is described as follows:  
 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.

**END OF SCHEDULE A**

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**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
10. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**General Exceptions**

1. **Rights or claims of parties in possession not shown by Public Records.**
  2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
  3. **Easements, or claims of easements, not shown by the Public Records.**
  4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
  5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
  6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
  7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- A 8. Taxes for the years 2020 and 2021.
- Taxes for the year 2020 are payable in two installments.
- The first installment amounting to \$33,018.93 is not delinquent before June 1, 2021.
- The second installment amounting to \$33,018.93 is not delinquent before September 1, 2021.
- Taxes for the year 2021 are not yet due and payable.
- Permanent Tax No.: 01-32-105-009-0000
- B 9. Mortgage and Security Agreement dated March 9, 2018 and recorded March 15, 2018 as Document No. R2018-022882, made by BREIT Industrial Canyon IL1W09 LLC, a Delaware limited liability company, to The Prudential Insurance Company of America and New York State Teachers' Retirement System to

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

secure an indebtedness in the amount of \$1,777,000.00.

- C 10. Assignment of Leases and Rents dated March 9, 2018 and recorded March 15, 2018 as Document No. R2018-022883 made by BREIT Industrial Canyon IL1W09 LLC to The Prudential Insurance Company of America, its successors and assigns, and New York State Teachers' Retirement System.
- D 11. Security interest of The Prudential Insurance Company of America, secured party, in certain described chattels on the land, as disclosed by financing statement naming Breit Industrial Canyon IL1W09 LLC as debtor and recorded August 16, 2018 as Document No. R2018-076992.
- E 12. Rights of Tri-State Acquisition Corp., as assigned to Allied Building Products Corp., as a tenant only, under unrecorded lease agreements, as amended, without option to purchase or right of first refusal.
- F 13. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- G 14. Municipal Real Estate Transfer Tax Stamps (or proof of exemption) must accompany any conveyance and certain other transfers or property located in West Chicago. Please contact said municipality prior to closing for its specific requirements, which may include the payment of fees, an inspection or other approvals.
- I 15. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
- J 16. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), relating in part to association, assessments and lien therefor, contained in the document recorded march 22, 1996 as Document No. R96-047044, as amended from time to time, which does not contain a reversionary or forfeiture clause.
- Terms, provisions, covenants, conditions and restrictions contained in the Amendment of the Declaration of Protective Covenants for Powis Court Resubdivision and Declaration of a Drainage and Retention Easement recorded May 17, 2001 as document R2001-093391, relating to, among other things, an easement over, across upon and under the South 40 feet and the West 40 feet of Lot 4 in Powis Court and the right of access thereto.
- For further particulars, see document.
- K 17. Terms and provisions contained in annexation agreement dated April 4, 1988 and recorded June 2, 1988

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

as document R88-056583, relating to the development of the land, recapture fees for sewer and water, together with such further provisions as therein contained.

- L 18. Clear Zone Avigation Easement recorded September 19, 1960 as document 980169, relating to height restrictions for improvements to be erected on the land, together with such further provisions as therein contained.
- M 19. For informational purposes only:  
  
The surveyor's certificate appended to the Plat of Powis Court Resubdivision, aforesaid, states as follows:  
  
This property is within Zones A and C as designated by the Flood Insurance Rate Map for Du Page County, Illinois.
- N 20. The following matters as per Plat of Powis Court Resubdivision recorded as Document No. R96-46948: (i) 40 foot building setback line along the Northeasterly and Northerly curved lines of Lot 4, and (ii) 20 foot drainage and utility easement feet along the Northeasterly and Northerly curved lines, 10 feet along the East line, 20 feet along the South line, and the West 20 feet of the North 223.07 feet (approximatey) of Lot 4.  
  
For further particulars, see plat.
- O 21. Drainage and utility easement as shown and set forth in the provisions on the Plat of Powis Court Resubdivision, aforesaid, as follows:  
  
20 feet along the Northeasterly and Northerly curved lines, 10 feet along the East line, 20 feet along the South line and the West 20 feet of the North 223.07 feet (approximately) of Lot 4.  
  
For further particulars, see plat.
- P 22. For informational purposes only:  
  
Note set forth on the Plat of Powis Court Resubdivision, aforesaid, as follows:  
  
All outlots are for drainage and retention easements to be used for retention or detention of storm water or as wetland areas and flood plains.
- Q 23. Terms, provisions and conditions contained in development agreement recorded March 22, 1996 as document R96-46948.
- R 24. Terms of the Environmental No Further Remediation Lettter recorded October 10, 2003 as Document No. R2003-393181.
- S 25. The survey prepared by James L. Harpole, P.L.S. No. 3190, dated December 13, 2017 and revised

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

February 28, 2018, and designated Referenced #20171332-54, shows the following:

A.) Encroachment of the curb and pavement located mainly on the property East and adjoining onto the Land by 2.95 feet.

- T 26. In order for the Company to insure title after completion of an eminent domain proceeding to acquire fee title to the Land or a lesser interest therein, the Company notes the follows:
- A) Nothing contained herein should be construed as insuring the power or right of the plaintiff to condemn the Land;
  - B) Our policy, when issued, will be made subject to direct attack upon the judgments and orders entered in the case;
  - C) Upon filing of the Complaint, a proper Lis Pendens Notice should be recorded in the Office of the Recorder of Deeds in the County in which the Land is located;
  - D) The following necessary parties should be joined in the contemplated proceeding in order that the Company may insure that their interests will be affected:
    - 1) All persons acquiring rights in the Land subsequent to the date of this commitment and prior to the time a complete Lis Pendens Notice has been recorded/filed;
    - 2) All persons, other than those named herein, known by plaintiff or plaintiff's attorney to have or claim to have an interest in the Land;
    - 3) All persons in possession of the Land.
    - 4) BREIT Industrial Canyon IL1W09 LLC, record owner of the land.
    - 5) The Prudential Insurance Company of America and New York State Teachers' Retirement System, mortgagee in mortgage noted above at exception letter B.
    - 6) Tri-State Acquisition Corp., and assignee Allied Building Products Corp., tenant noted above at exception letter D.
    - 7) Powis Court Association, by reason of any possible lien for unpaid assessments.

Note: If it is known that any of the necessary parties listed herein are deceased, their heirs or legatees should be made parties by name if known, and if unknown, then by the name and description of "unknown heirs or legatees of" such deceased person or persons. If it is not known or cannot be ascertained whether any of said parties are living or dead, then such parties should be made parties by name, and such person(s) as would be their heirs or legatees also should be made parties to the proceeding as "unknown owners." In this regard, the Company directs your attention to Section 2-413 of the Code of Civil Procedure.

In the event that there are any persons who are necessary parties to the contemplated proceeding,

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

but the names of such persons are unknown and unascertainable, then, and in that event only, such persons should be made parties under the description of "unknown owners," unless the contrary is herein indicated. The question of the Company's willingness to reply on the designation of "unknown owners" to insure over the interest of any unrecorded mechanic's lien claimant, if any, should be submitted to an underwriter.

E) Additional information, if any: None

Note: In order for the Company to insure over the liens of real estate taxes and special assessments and rights of any tax purchaser named herein after the completion of the contemplated proceeding, the County Collector's Warrant Books and the Municipality's Special Assessment Records must be marked appropriately, any Tax Deed Proceeding noted herein must be dismissed, and any outstanding Certificate of Purchase must be cancelled.

The contemplated proceeding may affect the rights of only those parties named herein in Paragraph "D" as necessary parties. The policy, when issued, will be subject to the rights of all other parties and interests shown in this commitment, including, but not limited to, easements, covenants, conditions, restrictions and the rights of public or quasi-public utilities in the Land, if any, unless satisfactory disposition thereof is otherwise made or unless otherwise expressly stated herein.

- U 27. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.  
(This note will be waived for policy).
- V 28. Informational note: To schedule closings in the Lisle office (formerly located in Wheaton) please call: (630) 871-3500. Naperville office please call: (630) 871-3800. For inquiries relating to this commitment, call examining unit at (630) 871-3500. Also directions on reaching the Lisle office (2441 Warrenville Road, Lisle) The Lisle office is located approximately one mile East of Naperville Road on Warrenville Road. It is located on the South side of the street and is in a complex called Westwood of Lisle. From Warrenville Road, turn South onto Corporate West Drive and the office is on the Left side of the street. To the downtown Naperville office 55 S. Main Street., Suite 396: from I-88 coming from the east: exit at Naperville Rd. Turn right (south) go to Diehl Rd. Turn right (west) continue to Washington St. and turn left (south) take to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor. From I-88 coming from the west: exit at Winfield Rd. Turn right (south) to Diehl Rd. Turn left (east) to Washington turn right (south) to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**END OF CONDITIONS****1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.



**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**ORDINANCE 2021-370**

**ORDINANCE PROVIDING FOR THE ACQUISITION THROUGH NEGOTIATION OR CONDEMNATION OF AN AVIGATION EASEMENT AND A RESTRICTIVE COVENANT 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 an avigation easement and a restrictive covenant 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**, the Board of Commissioners of the Authority, find that the avigation easement and restrictive covenant over the real estate described in the attached Exhibit “A” (the “Subject Property”) should be acquired and is necessary and desirable for the purposes as hereinabove set forth. Copies of the avigation easement and restrictive covenant sought are attached hereto as Exhibit “B” and Exhibit “C” respectively; 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 Subject Property to be Breit Industrial Canyon IL1W06 LLC, a copy of said title commitment being attached hereto and incorporated herein as Exhibit “D”; and

**WHEREAS**, on the 28<sup>th</sup> day of June, 2021, Ordinance No. 2021-363 was adopted by the Authority’s Board of Commissioners providing for negotiation for the acquisition of the avigation easement and restrictive covenant over the Subject Property; and

**WHEREAS**, the Authority has attempted to negotiate the purchase of an avigation easement and a restrictive covenant over the Subject Property but has been unable to agree with the owners of the Subject Property regarding just compensation.

**NOW, THEREFORE**, be it ordained by the Board of Commissioners of the DuPage Airport Authority 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 an avigation easement and restrictive covenant over the Subject Property 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 take the necessary steps, either by negotiation or condemnation, to acquire the avigation easement and restrictive covenant over the Subject Property in the forms attached hereto as Exhibits B and C.

**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 \_\_\_\_\_  
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 15<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
CHAIRMAN

(ATTEST)

\_\_\_\_\_  
SECRETARY

**ORDINANCE 2021-370**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION**

**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 36, 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**  
**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 1**

**LEGAL DESCRIPTION**

**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 36, 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 2

### AIRSPACE LEGAL DESCRIPTION

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 36, 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, AFORSAID IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

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 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

### GROUP EXHIBIT 3

#### LEGAL DESCRIPTION OF DUPAGE AIRPORT

THAT PART OF SECTIONS 29, 30, 31 AND 32 TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN ALL IN DUPAGE COUNTY, ILLINOIS, AND PART OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN ALL IN DUPAGE COUNTY, ILLINOIS, COMMENCING AT THE SOUTH WEST CORNER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN, THENCE NORTH 88° 22' 39.37" EAST, 34.27 FEET TO THE POINT OF THE BEGINNING;  
THENCE NORTH 89° 06' 02.48" EAST, 17.07 FEET;  
THENCE NORTH 00° 14' 37.92" WEST, 662.77 FEET;  
THENCE SOUTH 84° 02' 34.67" EAST, 3501.81 FEET;  
THENCE NORTH 05° 57' 25.33" EAST, 282.76 FEET;  
THENCE NORTH 84° 02' 34.67" WEST, 136.95 FEET;  
THENCE NORTH 00° 16' 56.61" EAST, 2078.33 FEET;  
THENCE SOUTH 87° 22' 50.13" EAST, 574.12 FEET;  
THENCE SOUTH 81° 27' 51.78" EAST, 831.10 FEET;  
THENCE SOUTH 12° 19' 35.56" WEST, 426.91 FEET;  
THENCE SOUTH 32° 49' 42.61 EAST, 3454.00 FEET;  
THENCE SOUTH 00° 40' 30.41" WEST, 865.28 FEET;  
THENCE SOUTH 04° 41' 33.16" WEST, 100.02 FEET;  
THENCE NORTH 83° 57' 17.62" WEST, 1295.45 FEET;  
THENCE SOUTH 00° 21' 52.39" WEST, 3574.52 FEET;  
THENCE SOUTH 88° 56' 46.76" WEST, 39.64 FEET;  
THENCE SOUTH 00° 21' 18.11" WEST, 2575.84 FEET;  
THENCE SOUTH 89° 13' 40.07" WEST, 1604.21 FEET;  
THENCE SOUTH 00° 02' 35.18" WEST, 79.75 FEET;  
THENCE SOUTH 14° 28' 49.67" WEST, 652.87 FEET;  
THENCE SOUTH 89° 07' 48.79" WEST, 1187.85 FEET;  
THENCE NORTH 75° 43' 03.51" WEST, 547.15 FEET;  
THENCE NORTH 00° 01' 45.97" WEST, 7223.77 FEET;  
THENCE NORTH 84° 02' 34.67" WEST, 1707.46 FEET;  
THENCE NORTH 00° 19' 49.53" WEST, 990.41 FEET TO THE POINT OF BEGINNING.



**EXHIBIT C**

**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.

**EXHIBIT D**  
**TITLE COMMITMENT**



**TITLE COMMITMENT OF PIN NOS.**  
**09-36-276-030; 09-36-276-032; 09-36-276-033**

JB  
JB

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

**21011503WF**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Chicago Title Insurance Company**

By:

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Transaction Identification Data for reference only:

<p>ORIGINATING OFFICE:                  Chicago Title Company, LLC                  2441 Warrenville Rd, Suite 100                  Lisle, IL 60532                  Main Phone: (630)871-3500                  Email: CTLisle@ctt.com</p>	<p>FOR SETTLEMENT INQUIRIES, CONTACT:</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------

Issued By: Chicago Title Company, LLC  
 2441 Warrenville Rd, Suite 100  
 Lisle, IL 60532

Order Number: 21011503WF

Property Ref.: 3825 Ohio Avenue, Saint Charles, IL 60174

SCHEDULE A

1. Commitment Date: April 13, 2021
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006  
 Proposed Insured: DuPage Airport Authority  
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
 Fee Simple
4. The Title is, at the Commitment Date, vested in:  
BREIT Industrial Cnayon IL1W06 LLC
5. The Land is described as follows:

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.

END OF SCHEDULE A

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**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 ILCS 77/70 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.  
  
Note: for Cook, Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.
10. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
11. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**General Exceptions**

1. **Rights or claims of parties in possession not shown by Public Records.**
  2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
  3. **Easements, or claims of easements, not shown by the Public Records.**
  4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
  5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
  6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
  7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- A 8. Taxes for the years 2020 and 2021.
- Taxes for the year 2020 are payable in two installments.
- The first installment amounting to \$91,177.37 is not delinquent before June 1, 2021.
- The second installment amounting to \$91,177.37 is not delinquent before September 1, 2021.
- Taxes for the year 2021 are not yet due and payable.
- Permanent Tax No.: 09-36-276-030
- B 9. Taxes for the years 2020 and 2021.
- Taxes for the year 2020 are payable in two installments.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

The first installment amounting to \$7,863.48 is not delinquent before June 1, 2021.

The second installment amounting to \$7,863.48 is not delinquent before September 1, 2021.

Taxes for the year 2021 are not yet due and payable.

Permanent Tax No.: 09-36-276-032

C 10. Taxes for the years 2020 and 2021.

Taxes for the year 2020 are payable in two installments.

The first installment amounting to \$70.78 is not delinquent before June 1, 2021.

The second installment amounting to \$70.78 is not delinquent before September 1, 2021.

Taxes for the year 2021 are not yet due and payable.

Permanent Tax No.: 09-36-276-033

D 11. For any special service areas and/or sanitary districts referenced below as a Schedule B Exception, a full payment letter must be presented in conjunction with any deed to be recorded.

E 12. Mortgage and Security Agreement dated March 9, 2018 and recorded March 14, 2018 as Document No. 2018k011886 made by BREIT Industrial Canyon IL1W06 LLC, a Delaware limited liability company to The Prudential Insurance Company of America and New York State Teachers' Retirement System to secure an indebtedness in the amount of \$8,250,000.00

F 13. Assignment of Leases and Rents dated March 9, 2018 and recorded March 14, 2018 as Document No. 2018k011887 made by BREIT Industrial Canyon IL1W08 LLC to The Prudential Insurance Company of America and New York State Teachers' Retirement System

L 14. A financing statement as follows: BREIT Industrial Industrial Canyon IL1W06 LLC, debtor, The Prudential Insurance Company of America and New York State Teachers' Retirement System, secured party, recorded on August 9, 2018 as Document No. 2018K038721.

M 15. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

N 16. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: BREIT Industrial Canyon IL1W06 LLC

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- G 17. Rights of the tenant, as tenant only, with no rights of first refusal or option to purchase, as disclosed by lease made by JSQ 3825 Ohio LLC, an Illinois limited liability company (landlord) to Honeywell International Inc., a Delaware Corporation (tenant) dated October 1, 2014 and recorded October 17, 2014 as document 2014K052418, demising the land for a term of years beginning October 1, 2014 an ending November 30, 2017, and all rights thereunder of, and all acts done or suffered thereunder by said lessee or by any party claiming by, through of under said lessee.
- H 18. The land lies within the boundaries of a special service area as disclosed by ordinance recorded as document 94K089609, and is subject to additional taxes under the terms of said ordinance and subsequent related ordinances.
- Note: a full payment letter must be presented in conjunction with any deed to be recorded.
- I 19. The following matters as per Plat of Unit No. 1-E of the "St. Charles", Illinois Industrial Development of the Central Manufacturing District recorded as document No. 1645499 in Plat Envelope 176-A and 176-B: (i) 40 foot building setback line, (ii) 10 foot utility easement, (iii) 10 foot sanitary sewer drainage easement and (iv) 25 foot drainage easement.
- For drainage over, upon and under the West 25 feet of lot 6.
- J 20. Covenants, conditions, restrictions and easements contained in the deed recorded October 13, 1992 as document 92K73198 and containing the following general restrictions: compliance with ordinances, use of premises, conditions of property, maintenance, landscaping in public right of way and reservation of non-exclusive easements and a perpetual right of way over and upon 15 feet of the subject property for

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

sewer and without limitation for carrying water, electricity, sewage, etc.

Affects the Easterly 147 feet of lot 6 and the Westerly 13.00 feet of lot 7 and also the Southerly 35 feet of the Westerly 33 feet, except the Westerly 13 feet thereof, of said Lot 7.

- K 21. Permanent ingress and egress easement agreement made by the Teachers Retirement System of the State of Illinois to LaSalle Bank National Trust, N.A., as trustee under trust agreement dated July 3, 1996 and known as trust number 120360, its successors and assigns, granting an easement for ingress and egress, and the provisions relating thereto, recorded September 3, 1996 as document 96K062927.
- Affects the Westerly 13.00 feet of lot 7 and the Northerl 22.00 feet of the Southerly 35 feet of the Westerly 33 feer (except the Westerly 14.00 feet thereof) of said lot 7.
- Q 22. In order for the Company to insure title after completion of an eminent domain proceeding to acquire fee title to the Land or a lesser interest therein, the Company notes the follows:
- A) Nothing contained herein should be construed as insuring the power or right of the plaintiff to condemn the Land;
  - B) Our policy, when issued, will be made subject to direct attack upon the judgments and orders entered in the case;
  - C) Upon filing of the Complaint, a proper Lis Pendens Notice should be recorded in the Office of the Recorder of Deeds in the County in which the Land is located;
  - D) The following necessary parties should be joined in the contemplated proceeding in order that the Company may insure that their interests will be affected:
    - 1) All persons acquiring rights in the Land subsequent to the date of this commitment and prior to the time a complete Lis Pendens Notice has been recorded/filed;
    - 2) All persons, other than those named herein, known by plaintiff or plaintiff's attorney to have or claim to have an interest in the Land;
    - 3) All persons in possession of the Land.
    - 4) BREIT Industrial Canyon IL1W06 LLC, record owner of the land
    - 5) The Prudential Insurance Company of America and New York State Teachers' Retirement System, mortgagess noted above at Exception Reference Letter E

Note: If it is known that any of the necessary parties listed herein are deceased, their heirs or legatees should be made parties by name if known, and if unknown, then by the name and description of "unknown heirs or legatees of" such deceased person or persons. If it is not known or cannot be ascertained

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

whether any of said parties are living or dead, then such parties should be made parties by name, and such person(s) as would be their heirs or legatees also should be made parties to the proceeding as "unknown owners." In this regard, the Company directs your attention to Section 2-413 of the Code of Civil Procedure.

In the event that there are any persons who are necessary parties to the contemplated proceeding, but the names of such persons are unknown and unascertainable, then, and in that event only, such persons should be made parties under the description of "unknown owners," unless the contrary is herein indicated. The question of the Company's willingness to reply on the designation of "unknown owners" to insure over the interest of any unrecorded mechanic's lien claimant, if any, should be submitted to an underwriter.

E) Additional information, if any: none

Note: In order for the Company to insure over the liens of real estate taxes and special assessments and rights of any tax purchaser named herein after the completion of the contemplated proceeding, the County Collector's Warrant Books and the Municipality's Special Assessment Records must be marked appropriately, any Tax Deed Proceeding noted herein must be dismissed, and any outstanding Certificate of Purchase must be cancelled.

The contemplated proceeding may affect the rights of only those parties named herein in Paragraph "D" as necessary parties. The policy, when issued, will be subject to the rights of all other parties and interests shown in this commitment, including, but not limited to, easements, covenants, conditions, restrictions and the rights of public or quasi-public utilities in the Land, if any, unless satisfactory disposition thereof is otherwise made or unless otherwise expressly stated herein.

- O 23. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.  
(This note will be waived for policy).
- P 24. Informational note: To schedule closings in the Lisle office (formerly located in Wheaton) please call: (630) 871-3500. Naperville office please call: (630) 871-3800. For inquiries relating to this commitment, call examining unit at (630) 871-3500. Also directions on reaching the Lisle office (2441 Warrenville Road, Lisle) The Lisle office is located approximately one mile East of Naperville Road on Warrenville Road. It is located on the South side of the street and is in a complex called Westwood of Lisle. From Warrenville Road, turn South onto Corporate West Drive and the office is on the Left side of the street. To the downtown Naperville office 55 S. Main Street., Suite 396: from I-88 coming from the east: exit at Naperville Rd. Turn right (south) go to Diehl Rd. Turn right (west) continue to Washington St. and turn left (south) take to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor. From I-88 coming from the west: exit at Winfield Rd. Turn right (south) to Diehl Rd. Turn left (east) to Washington turn right (south) to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor.

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ALTA Commitment for Title Insurance (08/01/2016)

Page 9

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**END OF CONDITIONS****1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.



For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer