AUTHORIZATION FOR EXECUTION OF CONCESSION AND LEASE AGREEMENT FOR OPERATION OF CHICAGO SKYWAY TOLL BRIDGE SYSTEM.

Passed by the City Council of the City of Chicago in Special Meeting October 27, 2004.

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk
Publication of the following material in the form of a Special Pamphlet has been ordered by the City Council. The material itself, together with any contextual matter, is also published within the Journal of the Proceedings of the City Council of October 27, 2004.

JAMES J. LASKI,
City Clerk.
AUTHORIZATION FOR EXECUTION OF CONCESSION AND LEASE AGREEMENT FOR OPERATION OF CHICAGO SKYWAY TOLL BRIDGE SYSTEM.

WHEREAS, The City of Chicago (the "City") is a body politic and corporate under the laws of the State of Illinois and a home rule unit of local government under Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The City constructed and owns the Chicago Skyway Toll Bridge (the "Skyway") and has continuously operated and maintained the Skyway as a municipal enterprise since its construction; and

WHEREAS, The City requested qualifications from entities or groups of entities interested in making offers to enter into a concession and lease transaction (the "Lease Transaction") whereby the City will lease the Skyway to another entity pursuant to a concession and lease agreement (the "Lease Agreement"); the City determined that certain of the respondents were qualified to enter into the Lease Transaction (the "Qualified Respondents"); and the City provided to the Qualified Respondents materials and information concerning the Skyway and the Lease Transaction; and

WHEREAS, The City issued a form (the "Bid Form") for submission by the Qualified Respondents of binding offers to enter into the Lease Transaction based upon the final form of the Lease Agreement and Skyway Concession Company, L.L.C. (the "Lessees") is the Qualified Respondent whose offer provides the highest rent to the City in the amount of One Billion Eight Hundred Twenty Million Dollars ($1,820,000,000) prior to adjustment pursuant to the Bid Form; and

WHEREAS, The City has heretofore issued its Skyway Toll Bridge Revenue Bonds, Series 1996, in the original aggregate principal amount of One Hundred Seventy-nine Million Seven Hundred Sixty-five Thousand Dollars ($179,765,000) (the "Series 1996 Bonds") and its Skyway Toll Bridge Revenue Bonds, Series 2000, in the original aggregate principal amount of One Hundred Thirty-nine Million Four Hundred Thirty Thousand Dollars ($139,430,000) (the "Series 2000 Bonds") and, together with the Series 1996 Bonds, the "Skyway Revenue Bonds"), and Skyway Revenue Bonds are issued under and secured by a Trust Indenture dated as of November 1, 1996 (the "1996 Original Indenture"), as supplemented by a First Supplemental Trust Indenture dated as of January 1, 1997 (the "1996 First Supplemental Indenture"), a Second Supplemental Trust Indenture dated as of September 1, 2000 (the "1996 Second Supplemental Indenture") and a Third
Supplemental Trust Indenture dated as of July 1, 2001 (the "1996 Third Supplemental Indenture" and, together with the 1996 Original Indenture, the 1996 First Supplemental Indenture and the 1996 Second Supplemental Indenture, the "1996 Indenture"); and

WHEREAS, The City has heretofore issued its Special Transportation Revenue Bonds, Series 2001, in the original aggregate principal amount of One Hundred Eighteen Million Seven Hundred Fifteen Thousand Dollars ($118,715,000) (the "Special Transportation Revenue Bonds" and, together with the Skyway Revenue Bonds, the "Skyway Bonds"), and the Special Transportation Revenue Bonds are issued under and secured by a Trust Indenture dated as of July 1, 2001 (the "2001 Indenture" and, together with the 1996 Indenture, the "Indentures"); and

WHEREAS, It is in the best interests of the residents of the City and desirable for the welfare of its government and affairs to authorize the Lease Transaction with the Lessee; and

WHEREAS, It is advisable and necessary to authorize the execution and delivery of such documents and agreements, and the performance of such acts, as shall be necessary in connection with the Lease Transaction; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Authorization Of The Lease Transaction. The Mayor is authorized to enter into the Lease Agreement with the Lessee, providing for rent in the amount of One Billion Eight Hundred Twenty Million Dollars ($1,820,000,000) as adjusted pursuant to Exhibit B to this ordinance, in substantially the same form attached as Exhibit A to this ordinance, or with such changes as are not inconsistent with this ordinance and are approved by the Mayor, the Mayor's execution of the Lease Agreement to constitute conclusive evidence of the City Council of the City of Chicago's approval of any and all such changes.

SECTION 2. Execution Of Documentation; Additional Authorizations.

(a) The Mayor, the Chief Financial Officer, the City Comptroller, the Director of the Office of Budget and Management, and the Corporation Counsel (the "Authorized Officers") and any other City officer as shall be designated by the Authorized Officers are each authorized, individually or jointly, to execute and deliver any and all agreements, documents, instruments or certificates as the executing officer shall deem necessary, advisable or appropriate in connection with the Lease Transaction (collectively, the "Lease Documents").
(b) In addition to the authorizations and approvals set forth in the preceding paragraphs of this ordinance, the Authorized Officers and any other City officer as shall be designated by the Authorized Officers are each hereby authorized and directed to do all such other acts and things (including effecting an amendment, modification or supplement to the Lease Documents consistent with the terms of this ordinance, obtaining all permits, authorizations, orders, consents and approvals required to effect the transactions contemplated by the Lease Documents, making all necessary filings and paying all proper fees and expenses, entering into such intergovernmental agreements with other governmental units and agencies, and taking necessary actions to permit the mortgage of the Lessee's interest in the Skyway) as may be necessary, advisable or appropriate to carry out the purposes of the Lease Documents over the term of the Lease Agreement or otherwise to carry out the intent and purposes of this ordinance. All of the acts of such officers which are in conformity with the intent and purposes of this ordinance, whether heretofore or hereafter taken or done (including, without limitation, the retention of and entering into agreements with, financial advisors, including provisions therein concerning contribution by the City in certain circumstances) shall be and the same are in all respects ratified, confirmed, authorized and approved hereby in all respects.

SECTION 3. Redemption, Defeasance And Repurchase Of Skyway Bonds. In connection with the Lease Transaction, the Authorized Officers are authorized to redeem, defease or repurchase, by tender or otherwise, Skyway Bonds then outstanding and the funds necessary for such redemption, defeasance or repurchase are hereby appropriated from the amounts received under the Lease Transaction. In connection therewith, the Authorized Officers may establish one (1) or more escrow accounts (collectively, the "Escrow Account") with one (1) or more escrow trustees selected by the Authorized Officers (collectively, the "Escrow Trustee"), who may be the trustee under the 1996 Indenture or the 2001 Indenture, and may enter into one (1) or more escrow agreements with the Escrow Trustee and such additional agreements with the trustee under the 1996 Indenture and the 2001 Indenture as shall be determined by the Authorized Officers to be appropriate. From the amounts received from the Lease Transaction, the Authorized Officers are authorized to make deposits into the Escrow Account, to make payments to the trustees under the 1996 Indenture and the 2001 Indenture independent of such Escrow Account or to make payments to other parties of amounts sufficient to accomplish the redemption, defeasance or repurchase of all outstanding Skyway Bonds.

SECTION 4. Use Of Lease Transaction Proceeds.

(a) The use of all net proceeds after payment of the amounts authorized under
Section 3 shall be subject to further action by the City Council of the City of Chicago and pending such action shall be deposited in a newly established separate fund of the City.

(b) Notwithstanding any of the foregoing, no use shall be made of any proceed of the Lease Transaction for any purpose which would adversely affect the tax-exempt status of the Skyway Bonds.

SECTION 5. Conflict; Severability; Exercise Of Home Rule Power. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (the "Municipal Code"), or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. That certain ordinance enacted on September 29, 1999 authorizing reclassification of Skyway toll rates as set forth therein (Journal of the Proceedings of the City Council of the City of Chicago, pages 11956 -- 11961) is hereby amended by adding at the end of Section 2 thereof the following sentence: "The provisions of this ordinance, or of any other ordinance relating to Skyway toll rates, shall not apply to, nor restrict in any manner, the setting of Skyway toll rates by the lessee under a lease transaction entered into by the City pursuant to authorization by an ordinance of the City Council". If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the documents or instruments authorized by this ordinance or render any such documents or instruments voidable at the option of the City; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code. This ordinance is an exercise of the City's power as a home rule unit of local government under Article VII of the 1970 Constitution of the State of Illinois and is intended to override any conflicting provision of any Illinois statute that does not specifically preempt the exercise of home rule power by the City.

SECTION 6. Publication Of Ordinance. This ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least twenty-five (25) copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 7. Effectiveness. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:
Exhibit "A".
(To Ordinance)

Chicago Skyway Concession
And Lease Agreement
Dated As Of
[____] [____], 2004
By And Between
The City Of Chicago
And
[Concessionaire].

THIS CHICAGO SKYWAY CONCESSION AND LEASE AGREEMENT (this "Agreement") is made and entered into as of this [•] day of [•], 2004 by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois (the "City"), and [•] (the "Concessionaire").

RECITALS

WHEREAS, the City constructed and owns the Skyway (as defined herein) and has continuously operated and maintained the Skyway as a municipal enterprise since its construction; and

WHEREAS, pursuant to, and under the terms and conditions contained in, that certain ordinance adopted by the City Council of the City on [•], 2004 (the "Skyway Ordinance"), the City is authorized to enter into the Transaction (as defined herein); and

WHEREAS, the Concessionaire desires to lease the Skyway from the City and to obtain the rights and privileges to operate the Skyway in connection therewith, all as hereinafter provided; and

WHEREAS, the City desires to lease the Skyway to the Concessionaire and grant the Concessionaire the rights and privileges to operate the Skyway in connection therewith, all as hereinafter provided.

NOW THEREFORE, for and in consideration of the premises, the mutual covenants, representations, warranties and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:
ARTICLE 1
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. Unless otherwise specified or the context otherwise requires, for the purposes of this Agreement the following terms have the following meanings:

"AA-Compensation" has the meaning ascribed thereto in Section 14.1(b).

"AA-Dispute Notice" has the meaning ascribed thereto in Section 14.1(c).

"AA-Notice" has the meaning ascribed thereto in Section 14.1(c).

"AA-Preliminary Notice" has the meaning ascribed thereto in Section 14.1(c).

"AAA" has the meaning ascribed thereto in Section 19.3.

"AAA Rules" has the meaning ascribed thereto in Section 19.4.

"Additional Coverages" has the meaning ascribed thereto in Section 13.2(k).

"Additional Lands" means any lands required for an Expansion.

"Adjusted for Inflation" means adjusted by the percentage increase, if any, in the Index during the applicable adjustment period.

"Adjusted for Per Capita GDP Increase" means adjusted by the percentage increase, if any, in the Per Capita Nominal GDP during the applicable adjustment period.

"Adverse Action" has the meaning ascribed thereto in Section 14.1.

"Affected Property" means any public or private property, including a highway, street, road, roadway, railroad, rail or other transit way or bicycle or hiking path and any ancillary facilities related to any of the foregoing (including any parking facility associated with a bicycle or hiking path), under the jurisdiction and control of the City, any other Governmental Authority or any other Person (including any private road) that intersects, crosses over or under or is adjacent to the Skyway or any part thereof.

"Affiliate", when used to indicate a relationship with a specified Person, means a Person that, directly or indirectly, through one or more intermediaries has a 10% or more voting or economic interest in such specified Person or controls, is controlled by or is under common control with such specified Person, and a Person shall be deemed to be controlled by another Person, if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.
“Agreement” has the meaning ascribed thereto in the preamble to this Agreement (including all schedules referred to herein), as amended from time to time in accordance with the terms hereof.

“Approval”, “Approved”, “Approves”, “Approved by the City” and similar expressions mean approved or consented to by the City in accordance with the provisions of Section 1.15.

“Assigned Skyway Contracts” means the agreements to which the City is a party relating to the operations of the Skyway that are set forth on Schedule 1 under the heading “Assigned Skyway Contracts”.

“Assumed Liabilities” has the meaning ascribed thereto in Section 3.2(c).

“Audit” and similar expressions mean, with respect to any matter or thing relating to the Skyway, the Skyway Operations or this Agreement, the performance by or on behalf of the City of such reviews, investigations, inspections and audits relating to such matter or thing as the City may determine, in its reasonable determination, to be advisable or desirable in the circumstances, conducted in each case in accordance with applicable U.S. industry accepted practices, if any.

“Authorization” means any approval, certificate of approval, authorization, consent, waiver, variance, exemption, declaratory order, exception, license, filing, registration, permit, notarization, special lease or other requirement of any Person that applies to all or any part of the Skyway or the Skyway Operations.

“Bank Rate” means the prime rate of interest announced publicly by The Wall Street Journal (or its successors) as the so-called “prime rate.”

“Breakage Costs” means any commercially reasonable breakage costs, make-whole payments or other prepayment amounts (including premiums) that are required to be paid by the Concessionaire under any Leasehold Mortgage as a result of the early repayment of such debt prior to its scheduled maturity date.

“Business Day” means any day that is neither a Saturday, a Sunday nor a day observed as a holiday by either the State of Illinois or the U.S. government.

“Capital Improvement Project” means the work to be performed on the Skyway pursuant to the On-Going CIP Contracts and the On-Going Engineering Contracts, the completion of which is the responsibility of the City pursuant to Article 4.

“Cash Deposit” has the meaning ascribed thereto in Section 2.3(a).

“Casualty Cost” has the meaning ascribed thereto in Section 13.3(a).
“Change in Control” means, with respect to any Person, whether accomplished through a single transaction or a series of related or unrelated transactions and whether accomplished directly or indirectly, either (i) a change in ownership so that 50% or more of the direct or indirect voting or economic interests in such Person is transferred, (ii) the power directly or indirectly to direct or cause the direction of management and policy of such Person, whether through ownership of voting securities, by contract, management agreement, or common directors, officers or trustees or otherwise, is transferred or (iii) the merger, consolidation, amalgamation, business combination or sale of substantially all of the assets of such Person; provided, however, that (A) clause (i) and clause (ii) above shall not apply to transactions in shares of a publicly traded company and (B) Transfers of direct or indirect ownership interests in the Concessionaire or the Operator (as applicable) between or among Persons that are under common “control” (within the meaning contemplated by the definition of Affiliate) shall not constitute a “Change in Control” for the purposes of this Agreement.

“CIP Contracts” means, collectively, the Completed CIP Contracts and the On-Going CIP Contracts.

“CIP Warranty” means each stand-alone warranty for work performed on the Skyway as delivered to the City by the Contractor party under the CIP Contract related thereto.

“City” has the meaning ascribed thereto in the preamble to this Agreement.

“City Default” has the meaning ascribed thereto in Section 16.2(a).

“City Directive” means a written order or directive prepared by or on behalf of the City directing the Concessionaire, to the extent permitted hereby, to (i) add or perform work in respect of the Skyway in addition to that provided for in this Agreement, including work related to the integration of the Skyway with any Expansion performed by or on behalf of the City and not otherwise required hereunder, (ii) dispense with, delete or change the dimensions, character, quantity, quality, description, location or position of any part of the Skyway or the Skyway Operations or make other changes to the Skyway or the Skyway Operations or (iii) implement an Expansion; provided, however, that no such order or directive may in any event order or direct the Concessionaire to do any act that could reasonably be expected to violate any applicable Law or cause the Concessionaire to fail to be in compliance with this Agreement.

“City’s Option” has the meaning ascribed thereto in Section 18.8(a).

“Claim” means any demand, action, cause of action, suit, proceeding, arbitration, claim, judgment or settlement or compromise relating thereto which may give rise to a right to indemnification under Section 12.1 or 12.2.

“Closing” has the meaning ascribed thereto in Section 2.2(a).
“Closing Date” has the meaning ascribed thereto in Section 2.2(a).

“Comparable Highway” means a highway, bridge or combination or portion thereof that is reasonably comparable to the Skyway Toll Bridge or any applicable portion thereof.

“Completed CIP Contract” means each agreement to which the City is a party relating to a completed Skyway capital improvement project under which the City has been delivered a CIP Warranty. Each Completed CIP Contract is set forth on Schedule 1 under the heading “Completed CIP Contracts.”

“Completed Engineering Contract” means each agreement to which the City is a party relating to a completed Skyway capital improvement project for which all of the Contractor party’s obligations with respect to the work to be performed on the Skyway pursuant to such agreement has been completed. Each Completed Engineering Contract is set forth on Schedule 1 under the heading “Completed Engineering Contracts.”

“Concession Compensation” means, with respect to any applicable entry on the Skyway by the City pursuant to Sections 3.7(a)(iv) through 3.7(a)(vii), the Concessionaire’s compliance with or the implementation of any City Directive or any modified or changed Operating Standard (as contemplated by Section 6.3(b)) or the occurrence of an Adverse Action or with respect to any other event, the occurrence of which under the terms of this Agreement requires the payment of the Concession Compensation (each of the foregoing, a “Compensation Event”), compensation payable by the City to the Concessionaire in order to restore the Concessionaire to the same economic position the Concessionaire would have been in if such Compensation Event had not occurred, which compensation shall be equal to the sum of (i) all Losses (including increased operating, capital and maintenance costs but excluding any costs and expenses that the Concessionaire would otherwise expend or incur in order to comply with this Agreement or in the ordinary course of the performance of the Skyway Operations or the carrying on of business in the ordinary course) that are reasonably attributable to such Compensation Event plus (ii) the actual and estimated net losses of the Concessionaire’s present and future Toll Revenues that are reasonably attributable to such Compensation Event. If the Concessionaire is required to provide its own capital with respect to compliance with or implementation of such City Directive or such modified or changed Operating Standard, then the Concession Compensation, shall, in addition to the components described above, take into account the actual cost to the Concessionaire of such capital and include a then applicable market-based rate of return thereon.

“Concessionaire” has the meaning ascribed thereto in the preamble to this Agreement.

“Concessionaire Default” has the meaning ascribed thereto in Section 16.1(a).
“Concessionaire Interest” means the interest of the Concessionaire in the Skyway created by this Agreement and the rights and obligations of the Concessionaire under this Agreement.

“Concessionaire Request” means a written request in respect of the Skyway prepared by or on behalf of the Concessionaire and addressed to the City seeking to (i) make a fundamental change in the dimensions, character, quality, location or position of any part of the Skyway or otherwise make a capital change of or to the Skyway or (ii) implement an Expansion; provided, however, that a Concessionaire Request need not be submitted in connection with operations, maintenance, repair or overhaul of the Skyway in the ordinary course or any other aspects of Skyway Operations permitted or reserved to the Concessionaire under this Agreement, including any modification or change to the Operating Standards pursuant to Section 6.2 or the implementation of electronic tolling pursuant to Section 7.2(a).

“Consent” means any approval, consent, ratification, waiver, exemption, franchise, license, permit, novation, certificate of occupancy or other authorization, including any Consent issued, granted, given, or otherwise made available by or under the authority of any Governmental Authority or pursuant to any applicable Law.

“Contractor” means, with respect to a Person, any contractor with whom such Person contracts to perform work or supply materials or labor in relation to the Skyway, including any subcontractor of any tier, supplier or materialman directly or indirectly employed pursuant to a subcontract with a Contractor. For the avoidance of doubt, the Operator shall be a Contractor of the Concessionaire.

“Contracts” has the meaning ascribed thereto in Section 11.8(a)(iv).

“Construction Contracts” has the meaning ascribed thereto in Section 11.8(a)(iv).

“CPD” means the City of Chicago Police Department, its successors or any other public law enforcement service provider permitted to assume the responsibilities of the City of Chicago Police Department.

“Delay Event” means (i) an event of Force Majeure, (ii) a failure to obtain, or delay in obtaining, any Authorization from a Governmental Authority (provided that such failure or delay could not have been reasonably prevented by technical and scheduling measures of the Concessionaire), (iii) a change to Law arising after the date of this Agreement, (iv) a delay caused by the performance of works carried out by a Governmental Authority or any utility or railway operator, (v) a failure by the City to perform or observe any of its covenants or obligations under this Agreement or (vi) a delay caused by the presence in, on, under or around the Skyway Lands of Hazardous Substances, which in each case results in or would result in a delay or interruption in the performance by the Concessionaire of any obligation under this Agreement; provided that such delay or the cause thereof is neither specifically dealt with in this Agreement nor
arises by reason of (A) the negligence or misconduct of the Concessionaire or its Representatives, (B) any act or omission by the Concessionaire or its Representatives in breach of the provisions of this Agreement, (C) except as contemplated by Section 5.1, lack or insufficiency of funds or failure to make payment of monies or provide required security on the part of the Concessionaire, (D) except to the extent such events constitute an event of Force Majeure, any strike, labor dispute or other labor protest involving any Person retained, employed or hired by the Concessionaire or its Representatives to supply materials or services for or in connection with the Skyway Operations or any strike, labor dispute or labor protest caused by or attributable to any act (including any pricing or other price or method of operation) or omission of the Concessionaire or its Representatives, (E) except to the extent such events constitute an event of Force Majeure, any weather conditions (including any flooding) whether or not such weather conditions or the severity of such weather conditions are not or have not ordinarily or customary been encountered or experienced or (F) the development, redevelopment, construction, modification, maintenance or change in the operation of any existing or new mode of transportation (including a road, street or highway) that results in the reduction of Toll Revenues or in the number of vehicles using the Skyway Toll Bridge.

“Department” has the meaning ascribed thereto in Section 11.2(c).

“Depositary” means a savings bank, a savings and loan association or a commercial bank or trust company which would qualify as an Institutional Lender, designated by the Concessionaire and Approved by the City, to serve as depositary pursuant to this Agreement, provided that such Depositary shall have an office, branch, agency or representative located in the City of Chicago; provided, however, that so long as a Leasehold Mortgage is in effect, the Depositary under Section 13.3 shall be the institution acting as the collateral agent or depositary under the financing secured by such Leasehold Mortgage.

“Designated Contractor” has the meaning ascribed thereto in Section 4.1(b).

“Designated Senior Person” means such individual who is designated as such by each Party for the purposes of Article 19.

“Direct Claim” means any Claim by an Indemnified Party against an Indemnifier that does not result from a Third Party Claim.

“Document” has the meaning ascribed thereto in Section 1.15(c).

“E.E.O./A.A. Plan” has the meaning ascribed thereto in Section 11.8(b).

“Eligible Investments” shall mean any one or more of the following obligations or securities: (i) direct obligations of, and obligations fully guaranteed by, the United States of America or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of
America; (ii) demand or time deposits, federal funds or bankers' acceptances issued by any Institutional Lender (provided that the commercial paper or the short-term deposit rating or the long-term unsecured debt obligations or deposits of such depository institution or trust company at the time of such investment or contractual commitment providing for such investment have been rated "A" or higher by a Rating Agency or any other demand or time deposit or certificate of deposit fully insured by the Federal Deposit Insurance Corporation); (iii) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more than one year after the date of issuance thereof) which has been rated "A" or higher by a Rating Agency at the time of such investment; (iv) any money market funds, the investments of which consist of cash and obligations fully guaranteed by the United States of America or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of America and which have been rated "A" or higher by a Rating Agency; and (v) other investments then customarily accepted by City in similar circumstances; provided, however, that no instrument or security shall be an Eligible Investment if such instrument or security evidences a right to receive only interest payments with respect to the obligations underlying such instrument or if such security provides for payment of both principal and interest with a yield to maturity in excess of 120% of the yield to maturity at par.

"Encumbrance" means any mortgage, lien, judgment, execution, pledge, charge, security interest, restriction, easement, claim, trust, deemed trust or encumbrance of any nature whatsoever, whether arising by operation of Law or otherwise created.

"End Date" means the date on which this Agreement expires or is terminated.

"Engineering Contracts" means, collectively, the Completed Engineering Contracts and the On-Going Engineering Contracts.

"Engineering Firm" means the licensed professional consulting engineering firm appointed pursuant to Volume II, Chapter J of the Operating Standards.

"Environment" means soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata and ambient air.

"Environmental Laws" means any Laws applicable to the Skyway regulating or imposing liability or standards of conduct concerning or relating to the regulation, use or protection of human health, the Environment or Hazardous Substances.

"Equity Participant" means any Person who holds any capital stock of the Concessionaire.

"Excluded Liabilities" has the meaning ascribed thereto in Section 3.2(c).
“Expansion” means the building, erection, construction, installation, alteration, modification or replacement of any structure, facility or other improvement of any kind on the Skyway Land or any part thereof.

“FHWA Agreement” means the Calumet Skyway Connection Agreement, dated February 6, 1961, by and between the City, the County of Cook, the Department of Public Works and Buildings of the State of Illinois (precursor for these purposes to the Department of Transportation of the State of Illinois) and the Secretary of Commerce of the United States of America (precursor for these purposes to the Federal Highway Administration of the U.S. Department of Transportation), as amended by that certain Modification of Agreement by and between the Federal Highway Administration of the U.S. Department of Transportation, the Department of Transportation of the State of Illinois, the City and the County of Cook, dated as of October 2, 2003.

“Force Majeure Dispute Notice” has the meaning ascribed thereto in Section 15.2(b).

“Force Majeure Notice” has the meaning ascribed thereto in Section 15.2(b).

“Force Majeure” means any event beyond the reasonable control of the Concessionaire that delays or interrupts the performance of the Concessionaire’s obligations hereunder, including an intervening act of God or public enemy, war, invasion, armed conflict, act of foreign enemy, blockade, revolution, act of terror, sabotage, civil commotions, interference by civil or military authorities, condemnation or confiscation of property or equipment by any Governmental Authority (other than the City or any agency thereof), nuclear or other explosion, radioactive or chemical contamination or ionizing radiation, fire, earthquake, riot or other public disorder, epidemic, quarantine restriction, stop-work order or injunction issued by a Governmental Authority (other than the City or any agency thereof) of competent jurisdiction, governmental embargo, provided that such event neither is otherwise specifically dealt with in this Agreement nor arises by reason of (i) the negligence or misconduct of the Concessionaire or its Representatives, (ii) any act or omission by the Concessionaire or its Representatives in breach of the provisions of this Agreement, (iii) except as contemplated by Section 5.1, lack or insufficiency of funds or failure to make payment of monies or provide required security on the part of the Concessionaire, (iv) any strike, labor dispute or other labor protest involving any Person retained, employed or hired by the Concessionaire or its Representatives to supply materials or services for or in connection with the Skyway Operations or any strike, labor dispute or labor protest caused by or attributable to any act (including any pricing or other practice or method of operation) or omission of the Concessionaire or its Representatives, (v) any weather conditions (including any flooding) whether or not such weather conditions or the severity of such weather conditions are not or have not ordinarily or customarily been encountered or experienced, except tornadoes and similar catastrophic weather conditions encountered or experienced at or in the vicinity of the Skyway Toll Bridge or (vi) the
development, redevelopment, construction, modification, maintenance or change in the operation of any existing or new mode of transportation (including a road, street or highway) that results in the reduction of Toll Revenues or in the number of vehicles using the Skyway Toll Bridge.

"Force Majeure Remedy" has the meaning ascribed thereto in Section 15.2(a).

"Government Agreement" has the meaning ascribed thereto in Section 3.12.

"Governmental Authority" means any court, federal, state, local or foreign government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority.

"Hazardous Substance" means, but is not limited to, any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission which is a contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, subject waste, hazardous material or hazardous substance which is or becomes regulated by applicable Environmental Laws or which is classified as hazardous or toxic under applicable Environmental Laws (including gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos and urea formaldehyde foam insulation).

"Highway Purposes" means the use of the Skyway Toll Bridge for transportation then in general use on Comparable Highways.

"Incremental Amount" has the meaning ascribed thereto in Schedule 6.

"Indemnified Party" means any Person entitled to indemnification under this Agreement.

"Indemnifier" means any Party obligated to provide indemnification under this Agreement.

"Indemnity Payment" has the meaning ascribed thereto in Section 12.7.

"Index" means the "Consumer Price Index – U.S. City Averages for all Urban Consumers, All Items" (not seasonally adjusted) of the U.S. Department of Labor, Bureau of Labor Statistics; provided, however, that if the Index is changed so that the base year of the Index changes, the Index shall be converted in accordance with the conversion factor published by the U.S. Department of Labor, Bureau of Labor Statistics; provided, further, that if the Index is discontinued or revised during the Term, such other index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

"Information" means any and all information relating to the Skyway Operations, including (i) income statements, balance sheets, statements of cash flow and changes in
financial position, details regarding Skyway Revenues (including information regarding
the collection thereof), operating income, expenses, capital expenditures and budgeted
operating results relating to the Skyway Operations, (ii) all certificates, correspondence,
data (including test data), documents, facts, files, information, investigations, materials,
notices, plans, projections, records, reports, requests, samples, schedules, statements,
studies, surveys, tests, test results, traffic information (including volume counts,
classification counts, origin and destination data, speed and travel time information and
vehicle jurisdiction data) analyzed, categorized, characterized, created, collected,
generated, maintained, processed, produced, prepared, provided, recorded, stored or used
by the Toll System, the Concessionaire or any of its Representatives in connection with
the Skyway or the Skyway Operations and (iii) proper, complete and accurate books,
records, accounts and documents of the Concessionaire relating to the Skyway
Operations, including any Information that is stored electronically or on computer-related
media; provided, however, that nothing in this Agreement shall require the disclosure by
any Party of Information that is protected by attorney-client or other legal privilege based
upon an opinion of counsel reasonably satisfactory to the other Party.

"Institutional Lender" means (a) the United States of America, any state thereof
or any agency or instrumentality of either of them, any municipal agency, public benefit
corporation or public authority, advancing or insuring mortgage loans or making
payments which, in any manner, assist in the financing, development, operation and
maintenance of projects, (b) any (i) savings bank, savings and loan association,
commercial bank, trust company (whether acting individually or in a fiduciary capacity)
or insurance company organized and existing under the laws of the United States of
America or any state thereof, (ii) foreign insurance company or commercial bank
qualified to do business as an insurer or commercial bank as applicable under the laws of
the State of Illinois, (iii) pension fund, foundation or university or college endowment
fund, (iv) entity which is formed for the purpose of securitizing mortgages, whose
securities are sold by public offering or to qualified investors under the Securities Act,
(v) Person engaged in making loans in connection with the securitization of mortgages, to
the extent that the mortgage to be made is to be so securitized in a public offering or
offering to qualified investors under the Securities Act within one year of its making
(provided that an entity described in this clause (b) shall only qualify as an Institutional
Lender if it is subject to the jurisdiction of state and federal courts in the State of Illinois
in any actions), (c) any "qualified institutional buyer" under Rule 144(a) under the
Securities Act or any other similar Law hereinafter enacted that defines a similar category
of investors by substantially similar terms or (d) any other financial institution or entity
designated by the Concessionaire and Approved by the City (provided that such
institution or entity, in its activity under this Agreement, shall be acceptable under then
current guidelines and practices of the City); provided, however, that each such entity
(other than entities described in clause (b)(iv) and clause (c) of this definition) or
combination of such entities if the Institutional Lender shall be a combination of such
entities shall have individual or combined assets, as the case may be, of not less than
$1 billion; provided, further, that an entity described in clause (b)(iv) of this definition
shall have assets of not less than $100 million.
“Law” means any order, writ, injunction, decree, judgment, law, ordinance, decision, opinion, ruling, policy, statute, code, rule or regulation of any Governmental Authority.

“Lease” means an arrangement that has been Approved by the City pursuant to which all or a portion of the Concessionaire Interest is sold to a Lessor and leased back to the Concessionaire for a period that ends on or prior to the scheduled End Date.

“Lease Year” means (i) if the Closing Date occurs on the first day of a calendar month, the 12-month period beginning on the Closing Date or (ii) if the Closing Date does not occur on the first day of a calendar month, the period from the Closing Date through the end of the calendar month in which the Closing Date occurred and the next succeeding 12-month period and, in either case of clause (i) or (ii), each succeeding 12-month period.

“Leasehold Mortgage” means any Lease, indenture, mortgage, deed of trust or other security agreement or arrangement encumbering any or all of the Concessionaire Interest, in each case that satisfies all of the conditions in Section 18.1.

“Leasehold Mortgage Debt” means any bona fide debt (including principal, accrued interest and fees and customary and reasonable lender, agent and trustee costs and expenses with respect thereto, and including all payment obligations under interest rate hedging agreements with respect thereto) secured by a Leasehold Mortgage relating to the Skyway and granted to a Person (other than a Person related to the Concessionaire except if the terms of such debt are comparable to the terms that could have been obtained, on an arms-length basis, from a Person that is not related to the Concessionaire) pursuant to an agreement entered into prior to the occurrence of the Adverse Action, Leasehold Tax Imposition or City Default giving rise to the payment of amounts for or in respect of termination under this Agreement; provided, however, that Leasehold Mortgage Debt shall not include any increase in debt to the extent such increase is the result of an agreement or other arrangement entered into after the Concessionaire was aware (or should have been aware, using reasonable due diligence) of the prospective occurrence of an event giving rise to the payment of the Skyway Concession Value; provided, further, that no debt shall constitute Leasehold Mortgage Debt unless the Leasehold Mortgagee provided the City with notice of its Leasehold Mortgage in accordance with the Leasehold Mortgagee Notice Requirements; provided, further, that except with respect to the incurrence of debt at the Closing in connection with the payment of the Rent, upon incurring any debt that would cause the Leasehold Mortgage Debt to increase, the Concessionaire shall provide the City with a written appraisal (by an independent third party appraiser described under “Skyway Concession Value” that is reasonably acceptable to the City) of the fair market value of the Concessionaire Interest at the time of the incurrence of such debt, and no such debt shall constitute Leasehold Mortgage Debt to the extent such debt causes the aggregate amount of Leasehold Mortgage Debt to be in excess of the fair market value of the Concessionaire Interest set forth in such appraisal at the time of incurrence of such debt.
"Leasehold Mortgagee" means the holder or beneficiary of a Leasehold Mortgage, including the Lessor in a Lease or Leveraged Lease.

"Leasehold Mortgagee Notice Requirements" means the delivery by a holder of a Leasehold Mortgage to the City, not later than 10 Business Days after the execution and delivery of such Leasehold Mortgage by the Concessionaire, of a true and complete copy of the executed original of such Leasehold Mortgage, together with a notice containing the name and post office address of the holder of such Leasehold Mortgage.

"Leasehold Mortgagee’s Notice" has the meaning ascribed thereto in Section 18.8(a).

"Leasehold Tax Imposition" means an action taken by the City, Cook County or the State of Illinois during the Term (including the enactment of any Law), or any other action, that will have the effect of causing property taxes (including property taxes under the State of Illinois Property Tax Code, 35 ILCS 200/1-1 et seq., as amended) attributable to the Skyway or the Concessionaire Interest to be levied, rated, charged, imposed or assessed against the Concessionaire (other than any taxes levied, rated, charged, imposed or assessed (i) in connection with any Transfer during the Term of all or any portion of the Concessionaire Interest or (ii) on any leasehold interest of the Concessionaire in the Skyway Land, fixtures or improvements to the extent such Skyway Land, fixtures or improvements are not used for toll road or toll bridge purposes).

"Lessor" means a Leasehold Mortgagee that has purchased all or a portion of the Concessionaire Interest and leased that interest in the Concessionaire Interest to the Concessionaire.

"Letter of Credit" means an irrevocable, unconditional, commercial letter of credit, in favor of the City, in form and content reasonably acceptable to the City, payable in U.S. dollars upon presentation of a sight draft and a certificate confirming that the City has the right to draw under such letter of credit in the amount of such sight draft, without presentation of any other document, statement or authorization, which letter of credit (i) is issued by a commercial bank or trust company that is a member of the New York Clearing House Association and that has a current credit rating of A1 or better by Standard & Poor’s Ratings Services and an equivalent credit rating by another nationally recognized rating agency (or an equivalent credit rating from at least two nationally recognized rating agencies if the named rating agency ceases to publish ratings) (or such other commercial bank or trust company reasonably acceptable to the City and approved by the City prior to the submission of the letter of credit), and (ii) provides for the continuance of such letter of credit for a period of at least one year or as otherwise provided in this Agreement. The office for presentment of sight drafts specified in the Letter of Credit shall be located at a specified street address within the City of Chicago. For the avoidance of doubt, the obligations of the account party during the Term to reimburse the issuer for draws under the Letter of Credit may be secured by a Leasehold Mortgage.
“Leveraged Lease” means a Lease in which the Lessor has borrowed a portion of the purchase price of the interest in the Concessionaire Interest acquired by the Lessor and granted to the lenders of those funds a security interest in that interest.

“LOC” has the meaning ascribed thereto in Section 2.3.

“Lock-up Period” means the earlier of (i) the three-year period commencing on the Closing Date and ending on the third anniversary of the Closing Date and (ii) the date of the occurrence of a City Default.

“Loss” means, with respect to any Person, any loss, liability, damage, penalty, charge or out-of-pocket and documented cost or expense actually suffered or incurred by such Person, but excluding any special, indirect and consequential damages and any contingent liability until such liability becomes actual.

“LT-Dispute Notice” has the meaning ascribed thereto in Section 14.2.

“LT-Notice” has the meaning ascribed thereto in Section 14.2.

“LT-Preliminary Notice” has the meaning ascribed thereto in Section 14.2.

“M./W.B.E.s” has the meaning ascribed thereto in Section 11.8(a).

“Mayor” means the Mayor of the City or another City official acting under the direction and pursuant to the authority of the Mayor.

“Material Adverse Effect” means a material adverse effect on the business, financial condition or results of operations of the Skyway taken as a whole; provided, however, that no effect arising out of or in connection with or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a Material Adverse Effect: (i) general economic conditions or changes therein; (ii) financial, banking, currency or capital markets fluctuations or conditions (either in the United States or any international market and including changes in interest rates); (iii) conditions affecting any or all of the real estate, financial services, construction or toll road industries; (iv) any existing event, occurrence or circumstance of which the Concessionaire has actual knowledge as of the date of this Agreement; (v) any action, omission, change, effect, circumstance or condition contemplated by this Agreement or attributable to the execution, performance or announcement of this Agreement or the transactions contemplated hereby; (vi) any construction work performed by the City or its Representatives on the Skyway pursuant to the Capital Improvement Project or any work performed by any Person on the Indiana Toll Road, the Dan Ryan Expressway or any City roads, streets or highways; and (vii) negligence, misconduct or bad faith of the Concessionaire or its Representatives.

“McDonald’s Lease” has the meaning ascribed thereto in Section 7.3(a).

“New Agreement” has the meaning ascribed thereto in Section 18.5(a).

“Offsets” has the meaning ascribed thereto in Section 12.11(a).

“On-Going CIP Contract” means each agreement to which the City is a party relating to the Capital Improvement Project under which the City has not yet been delivered a CIP Warranty. Each On-Going CIP Contract is set forth on Schedule 1 under the heading “On-Going CIP Contracts.”

“On-Going Engineering Contract” means each agreement to which the City is a party relating to the Capital Improvement Project for which the Contractor party has ongoing obligations with respect to the work to be performed on the Skyway pursuant to such agreement. Each On-Going Engineering Contract is set forth on Schedule 1 under the heading “On-Going Engineering Contracts.”

“Operating Agreement” means any material agreement, contract or commitment to which the Concessionaire is a party or otherwise relating to the Skyway Operations as in force from time to time (including any warranties or guaranties), but excluding any Leasehold Mortgage and financing documents related thereto.

“Operating Agreements and Plans” has the meaning ascribed thereto in Section 3.14.

“Operating Standards” means the standards, specifications, policies, procedures and processes that apply to the operation, maintenance, rehabilitation and tolling of, and capital improvements to, the Skyway set forth on Schedule 3. To the extent that any term or provision set forth in Schedule 3 or incorporated by reference in Schedule 3 conflicts with any term or provision specified in this Agreement, then such term or provision of this Agreement shall govern and shall supersede any such conflicting term or provision.

“Operator” has the meaning ascribed thereto in Section 3.3(a).

“Overpass Structures” means the overpass structures at the following locations on the Skyway: (i) Martin Luther King Drive; (ii) Keefe Avenue; (iii) Saint Lawrence Avenue; (iv) 71st Street; (v) Cottage Grove Avenue; (vi) 73rd Street; (vii) Stony Island Avenue; (viii) East End Avenue; (ix) Elliot Avenue; (x) 83rd Street; (xi) Jeffery Boulevard; (xii) 85th Street; (xiii) 86th Street; (xiv) 87th Street – Eastbound; (xv) 87th Street – Westbound; (xvi) Kingston Avenue; (xvii) Colfax Avenue; (xviii) 92nd Street; and (xix) Exchange Avenue.

“Party” means a party to this Agreement and “Parties” means all of them.

“Pending Toll Change” has the meaning ascribed thereto in Section 2(a) of the Tolling Regulation.
“Per Capita Nominal GDP” means the “U.S. Annual Per Capita Gross Domestic Product (in current dollars)” (not seasonally adjusted) as published by the U.S. Department of Commerce, Bureau of Economic Analysis, it being understood that for purposes of using such indicator at a specific point in time, the “U.S. Annual Per Capita Gross Domestic Product (in current dollars)” (not seasonally adjusted) published by the U.S. Department of Commerce, Bureau of Economic Analysis for the calendar year immediately preceding such specific point in time is to be used; provided, however, that if the measurement of Per Capita Nominal GDP is discontinued or revised during the Term, such other indicator or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Per Capita Nominal GDP had not been discontinued or revised.

“Permitted City Encumbrance” means, with respect to the Skyway: (i) the rights and interests of the Concessionaire under this Agreement; (ii) any Encumbrance that is being contested by the City in accordance with Section 3.5(b) (but only for so long as such contestation effectively postpones enforcement of any such Encumbrance); (iii) inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's or other like Encumbrances arising in the ordinary course of business of the Skyway or the City's performance of its obligations hereunder (including any Encumbrance granted in connection with the Capital Improvement Project), and either (A) not delinquent or (B) which are being contested by the City in accordance with Section 3.5(b) (but only for so long as such contestation effectively postpones enforcement of any such Encumbrance); (iv) any easement, covenant, condition, right-of-way, servitude, or any zoning, building, environmental, health or safety Law relating to the development, use or operation of the Skyway (or other similar reservation, right and restriction) or other defects and irregularities in the title to the Skyway that do not materially interfere with the Skyway Operations or the right and benefits of the Concessionaire under this Agreement or materially impair the value of the Concessionaire Interest; (v) any right reserved to or vested in any Governmental Authority (other than the City) by any statutory provision (it being understood and agreed that nothing in this clause (v) shall limit or otherwise affect the City's obligations or the Concessionaire's rights hereunder); (vi) any other Encumbrance permitted hereunder; (vii) any Encumbrances created, incurred, assumed or suffered to exist by the Concessionaire or any Person claiming through it; (viii) the McDonald’s Lease; and (ix) any amendment, extension, renewal or replacement of any of the foregoing.

“Permitted Concessionaire Encumbrance” means, with respect to the Skyway: (i) any Encumbrance that is being contested in accordance with Section 3.5(a) (but only for so long as such contestation effectively postpones enforcement of any such Encumbrance); (ii) any (A) lien or security interest for obligations not yet due and payable to a Contractor or other Person, (B) any statutory lien, deposit or other non-service lien or (C) lien, deposit or pledge to secure mandatory statutory obligations or performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or for purposes of like general nature, any of which are incurred in the ordinary course of business of the Skyway Operations and either (A) not delinquent or (B) which
are being contested by the Concessionaire in accordance with Section 3.5(a) (but only for so long as such contestation effectively postpones enforcement of any such Encumbrance); (iii) inchoate materialmen’s, mechanics’, workmen’s, repairmen’s, employees’, carriers’, warehousemen’s, or other like Encumbrances arising in the ordinary course of business of the Skyway or the Concessionaire’s performance of its obligations hereunder, and either (A) not delinquent or (B) which are being contested by the Concessionaire in accordance with Section 3.5(a) (but only for so long as such contestation effectively postpones enforcement of any such Encumbrance); (iv) any right reserved to or vested in any Governmental Authority by any statutory provision, (v) any other Encumbrance permitted hereunder (including any Leasehold Mortgage (and financing statements relating thereto) and any Encumbrance granted in connection with an Expansion), (vi) liens incurred in the ordinary course of business in connection with workers’ compensation, unemployment insurance, social security and other governmental rules and that do not in the aggregate materially impair the use, value or operation of the Skyway; (vii) any Encumbrances created, incurred, assumed or suffered to exist by the City or any Person claiming through it; and (viii) any amendment, extension, renewal or replacement of any of the foregoing.

“Person” means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority.

“Rating Agency” means any of Duff & Phelps, Inc., Standard & Poor’s Corporation, Moody’s Investors Service, Inc. or Fitch Investors Service, Inc. or any similar entity or any of their respective successors.

“Rent” has the meaning ascribed thereto in Section 2.1.

“Replacement Letter of Credit” has the meaning ascribed thereto in Section 16.3(b).

“Reporting Year” means each calendar year during the Term, except that unless the Closing Date is the first day of January, the first Reporting Year shall be a partial year commencing on the Closing Date and ending on December 31st of such calendar year and the last Reporting Year shall be a partial Reporting Year commencing January 1st of such Reporting Year and ending on the End Date.

“Representative” means, with respect to any Person, any director, officer, employee, official, lender (or any agent or trustee acting on its behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, Contractor, other Person for whom such Person is at law responsible or other representative of such Person and any professional advisor, consultant or engineer designated by such Person as its “Representative.”
“Required Coverages” has the meaning ascribed thereto in Section 13.1.

“Restaurant Revenues” has the meaning ascribed thereto in Section 7.3(a).

“Restoration” has the meaning ascribed thereto in Section 13.3(a).

“Restoration Funds” has the meaning ascribed thereto in Section 13.3(a).

“Reversion Date” means the day immediately following the End Date.

“Securities Act” means the U.S. Securities Act of 1933, as amended.

“Short Form Lease” has the meaning ascribed thereto in Section 2.6.

“Skyway” means (i) the Skyway Land and (ii) the Skyway Facilities.

“Skyway Assets” means the personal property of the City used in connection with operations at the Skyway Toll Bridge set forth on Schedule 4.

“Skyway Bonds” means the (i) Skyway Toll Bridge Revenue Bonds, Series 1996 and Skyway Toll Bridge Revenue Bonds, Series 2000, issued under and secured by that certain Trust Indenture dated as of November 1, 1996, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 1997, that certain Second Supplemental Trust Indenture dated as of September 1, 2000 and that certain Third Supplemental Trust Indenture dated as of July 1, 2001 and (ii) Special Transportation Revenue Bonds, Series 2001, issued under and secured by that certain Trust Indenture dated as of July 1, 2001.

“Skyway Concession Value” means, at any given date, the fair market value of the Concessionaire Interest at the time of the occurrence of the relevant Adverse Action or City Default (but excluding the effect of such Adverse Action, Leasehold Tax Imposition or City Default), as determined pursuant to a written appraisal by an independent third party appraiser that is nationally recognized in appraising similar assets and that is acceptable to the City and the Concessionaire; provided, however, that the Skyway Concession Value shall in no event be less than the amount of all Leasehold Mortgage Debt (including Breakage Costs) on the End Date. If the Parties fail to agree upon such a single appraiser within 30 days after a Party requests the appointment thereof, then the City and the Concessionaire shall each appoint an independent third party appraiser and both such appraisers shall be instructed jointly to select a third independent third party appraiser to make the appraisal referred to above. The City shall pay the reasonable costs and expenses of any appraisal.

“Skyway Contracts” means (i) the agreements to which the City is a party relating to the operations of the Skyway that are set forth on Schedule 1 under the heading “Other Skyway Contracts”; (ii) the CIP Contracts; (iii) the Engineering Contracts; and (iv) the FHWA Agreement.
“Skyway Facility” means any building, structure, facility or other improvement now located or hereinafter erected, constructed or placed on the Skyway Land, including (i) the Skyway Toll Bridge, (ii) the Toll System, (iii) the four-story steel-frame and masonry operations and service building containing a central office and a maintenance garage facility now located at Anthony Avenue, (iv) the two access ramp buildings connecting the toll canopy facilities with said operations and service building, (v) the restaurant facility, including the parking area and vehicular drive-thru related thereto, being operated as of the Closing Date as a McDonald’s restaurant, (vi) the garage now located on 83rd Street, (vii) the water runoff pump house now located at 100th Street and (viii) any Expansion implemented pursuant to the terms of this Agreement.

“Skyway Land” means that certain parcel of real property legally described on Schedule 5 and any land used for an Expansion contemplated hereunder.

“Skyway Operations” means (i) the operation, management, maintenance, rehabilitation and tolling of the Skyway and (ii) all other actions relating to the Skyway or otherwise to be performed by or on behalf of the Concessionaire pursuant to this Agreement.

“Skyway Ordinance” has the meaning ascribed thereto in the recitals to this Agreement.

“Skyway Revenues” has the meaning ascribed thereto in Section 7.3(a).

“Skyway Toll Bridge” means the toll road and toll bridge known as the Chicago Skyway Toll Bridge located on the Skyway Land, including any Expansion implemented pursuant to the terms of this Agreement, all improvements (including paving), signage (including all toll road entry and exit signage), and fixtures of any and every kind whatsoever forming a part of and used in connection with such toll road and toll bridge from time to time.

“Specific Capital Improvements” has the meaning ascribed thereto in Schedule 2.

“Tax” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Internal Revenue Code of 1986, as amended), customs duties, permit fees, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, stamp tax, duty, fee, withholding or similar imposition of any kind whatsoever payable, levied, collected, withheld or assessed at any time, including any interest, penalty or addition thereto, whether disputed or not, including in each case utility rates or rents.

“Term” means the term of the lease and concession referred to in Section 2.1.
"Termination Damages" has the meaning ascribed thereto in Section 14.3(a).

"Third Party Claim" means any Claim asserted against an Indemnified Party by any Person who is not a Party or an Affiliate of such a Party.

"Time of Closing" means 10:00 a.m. (Chicago time) on the Closing Date or such other time on that date as the City and the Concessionaire agree in writing that the Closing shall take place.

"Title Commitment" has the meaning ascribed thereto in Section 2.4(a)(iv).

"Tolling Regulation" means the requirements with respect to the tolling of the Skyway Toll Bridge set forth on Schedule 6.

"Toll Revenues" has the meaning ascribed thereto in Section 7.3(a).

"Toll System" means the toll structures, equipment and facilities related to the collection of Toll Revenues.

"Transaction" has the meaning ascribed thereto in Section 2.1.

"Transfer" means to sell, convey, assign, sublease, mortgage, encumber, transfer or otherwise dispose of.

"Transferee" has the meaning ascribed thereto in Section 17.1(a).

Section 1.2 Number and Gender. In this Agreement words in the singular include the plural and vice versa and words in one gender include all genders.

Section 1.3 Headings. The division of this Agreement into articles, sections and other subdivisions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and shall not be considered part of this Agreement.

Section 1.4 References to this Agreement. The words "herein," "hereby," "hereof," "hereto" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular portion of it. The words "Article," "Section," "paragraph," "sentence," "clause" and "Schedule" mean and refer to the specified article, section, paragraph, sentence, clause or schedule of or to this Agreement.

Section 1.5 References to Any Person. A reference in this Agreement to any Person at any time refers to such Person's permitted successors and assignees.

Section 1.6 Meaning of Including. In this Agreement, the words "include," "includes" or "including" mean "include without limitation," "includes without limitation" and "including without limitation," respectively, and the words following
"include," "includes" or "including" shall not be considered to set forth an exhaustive list.

Section 1.7 Meaning of Discretion. In this Agreement, the word "discretion" with respect to any Person means the sole and absolute discretion of such Person.

Section 1.8 Meaning of Notice. In this Agreement, the word "notice" means "written notice," unless specified otherwise.

Section 1.9 Consents and Approvals. Unless specified otherwise, wherever the provisions of this Agreement require or provide for or permit an approval or consent by either Party, such approval or consent, and any request therefor, must be in writing (unless waived by the other Party).

Section 1.10 Trade Meanings. Unless otherwise defined herein, words or abbreviations that have well-known trade meanings are used herein in accordance with those meanings.

Section 1.11 Laws. Provisions required by any existing or future Law to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertion; provided, however, that in no event will (i) the failure to insert any such provision before or after this Agreement is signed prevent the enforcement of such provision or (ii) the insertion of any such provision affect any consequences provided for in this Agreement for a change in Law or otherwise prejudice the Concessionaire's rights hereunder. Unless specified otherwise, references to a Law are considered to be a reference to (i) the Law as it may be amended from time to time, (ii) all regulations and rules pertaining to or promulgated pursuant to such Law and (iii) all future Laws pertaining to the same or similar subject matter.

Section 1.12 Currency. Unless specified otherwise, all statements of or references to dollar amounts or money in this Agreement are to the lawful currency of the United States of America.

Section 1.13 Generally Accepted Accounting Principles. All accounting and financial terms used herein, unless specifically provided to the contrary, shall be interpreted and applied in accordance with generally accepted accounting principles in the United States of America, consistently applied.

Section 1.14 Calculation of Time. For purposes of this Agreement, a period of days shall be deemed to begin on the first day after the event that began the period and to end at 5:00 p.m. (Chicago time) on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall be deemed to end at 5:00 p.m. (Chicago time) on the next Business Day.
Section 1.15 Approvals, Consents and Performance by the City.

(a) Procedures. Wherever the provisions of this Agreement require or provide for or permit an approval or consent by the City of or to any action, Person, document, budget, list, plan or other matter contemplated by this Agreement, the following provisions shall apply: (i) such request for approval or consent must (1) contain or be accompanied by any documentation or information required for such approval or consent in reasonably sufficient detail, as reasonably determined by the City, (2) clearly set forth the matter in respect of which such approval or consent is being sought, (3) form the sole subject matter of the correspondence containing such request for approval or consent, and (4) state clearly that such approval or consent is being sought; (ii) such approval or consent shall not be unreasonably or arbitrarily withheld, conditioned or delayed (unless such provision provides that such approval or consent may be unreasonably or arbitrarily withheld, conditioned or delayed or is subject to the discretion of the City); (iii) the City shall (unless such provision provides that such approval or consent may be unreasonably or arbitrarily withheld, conditioned or delayed or is subject to the discretion of the City), within such time period set forth herein (or if no time period is provided, within 45 days, subject to the City’s right to extend such period for an additional 15 days) after the giving of a notice by the Concessionaire requesting an approval or consent, advise the Concessionaire by notice either that it consents or approves or that it withholds its consent or approval, in which latter case it shall set forth, in reasonable detail, its reasons for withholding its consent or approval, which reasons may include the insufficiency, as determined by the City acting reasonably, of the information or documentation provided; (iv) if the responding notice mentioned in clause (iii) of this Section 1.15(a) indicates that the City does not approve or consent, the Concessionaire may take whatever steps may be necessary to satisfy the objections of the City set out in the responding notice and, thereupon, may resubmit such request for approval or consent from time to time and the provisions of this Section 1.15 shall again apply until such time as the approval or consent of the City is finally obtained; (v) if the disapproval or withholding of consent mentioned in clause (iv) of this Section 1.15(a) is subsequently overruled, such approval or consent shall be deemed to have been given on the date of the final determination of such overruling; and (vi) for the avoidance of doubt, any dispute as to whether or not a consent or approval has been unreasonably withheld, conditioned or delayed shall be resolved in accordance with the provisions of Article 19.

(b) Authority of the City. Wherever this Agreement provides that an act is to be taken or performed or approval or consent is to be given by the City, such act may be taken or performed or approval or consent may be given by the Mayor without further action by the City Council of the City and the Concessionaire may rely thereon in all respects.

(c) Approved Documents. Subject to the other provisions hereof, wherever in this Agreement an approval or consent is required with respect to any document, proposal, certificate, plan, drawing, specification, contract, agreement, budget,
schedule, report or other written instrument whatsoever (a "Document"), following such Approval such Document shall not be amended, supplemented, replaced, revised, modified, altered or changed in any manner whatsoever without obtaining a further Approval in accordance with the provisions of this Section 1.15.

Section 1.16 Enactment, Administration, Application and Enforcement of Laws by the City. Nothing in this Agreement shall fetter or otherwise interfere with the right and authority of the City to enact, administer, apply and enforce any Law. Except for Adverse Actions or if compensation or other relief is otherwise available or provided for pursuant to applicable Law or this Agreement, the Concessionaire shall not be entitled to claim or receive any compensation or other relief whatsoever as a result of the enactment, administration, application or enforcement any Law by the City.

ARTICLE 2
THE TRANSACTION; CLOSING; CONDITIONS PRECEDENT; COVENANTS

Section 2.1 Grant of Lease and Concession. Upon the terms and subject to the conditions of this Agreement, effective at the Time of Closing, (a) the Concessionaire shall pay the City the exact amount of $[●] in cash (the "Rent") and (b) the City shall (i) demise and lease the Skyway Land and the Skyway Facilities to the Concessionaire free and clear of Encumbrances other than Permitted City Encumbrances, and in connection therewith grant the Concessionaire the exclusive right to use, possess, operate, manage, maintain, rehabilitate and toll the Skyway for Highway Purposes and otherwise in accordance with and pursuant to this Agreement, in each case for and during the term (the "Term") commencing on the Closing Date and expiring on the 99th anniversary of the Closing Date, unless sooner terminated as herein provided and (ii) assign, transfer and otherwise convey to the Concessionaire each of the Skyway Assets and Assigned Skyway Contracts, and the Concessionaire shall accept each such demise, lease, assignment, transfer and conveyance (collectively, the "Transaction").

Section 2.2 Closing.

(a) The closing of the Transaction (the "Closing") shall take place on the first Business Day immediately after the 90-day period following the date hereof or such other date agreed to in writing by the City and the Concessionaire (the "Closing Date"). The Closing shall be held at the offices of Mayer, Brown, Rowe & Maw LLP, 190 South LaSalle Street, Chicago, Illinois 60603 or such other place agreed to in writing by the City and the Concessionaire. At the Time of Closing, the Concessionaire shall deliver or cause to be delivered to the City same-day funds by wire transfer in the amount of the Rent (less the amount of any Cash Deposit (plus interest thereon) that the Concessionaire paid pursuant to Section 2.3(a)) in full payment of the Transaction, and upon receipt of such payment the Transaction shall be effective. Upon receipt of the funds described in the preceding sentence, the City shall immediately cancel and return the LOC, if any, in accordance with the Concessionaire's instructions.
(b) All charges, costs and expenses with respect to Assumed Liabilities shall be prorated between the City and the Concessionaire as of 11:59 p.m. on the day immediately preceding the Closing Date based upon the actual number of days in the month and a 365-day year and the required payment resulting from such proration shall be added to or subtracted from the Rent accordingly. If final prorations cannot be made at the Closing for any item being prorated under this Section 2.2(b), then the City and the Concessionaire shall allocate such items on a fair and equitable basis as soon as revenue statements, invoices or bills are available, with final adjustment to be made as soon as reasonably possible after the Closing Date. The City and the Concessionaire shall have reasonable access to, and the right to inspect and audit, the other's books to confirm the final prorations.

Section 2.3 Deposit.

(a) The City acknowledges receipt from the Concessionaire of cash (the "Cash Deposit") or a Letter of Credit which provides for continuance for a period of at least 180 days from the date hereof (the "LOC"), in an amount equal to 5% of the Rent, to be held by the City in accordance with the terms of this Agreement. The City shall deposit any Cash Deposit with a Depositary, which shall invest such amount in Eligible Investments pending Closing.

(b) If the City terminates this Agreement pursuant to Section 2.4(d)(iv), then the City shall be entitled to (x) retain any Cash Deposit and all interest earned thereon or (y) without notice to the Concessionaire, immediately draw the full amount of the LOC upon presentation of a sight draft and a certificate confirming that the City has the right to draw under the LOC in the amount of such sight draft, and the City shall be entitled to retain all of the proceeds of the LOC, in each case as the sole right or remedy which the City may have against the Concessionaire under this Agreement; provided, however, that if this Agreement is terminated for any other reason, the City shall return any Cash Deposit and all interest earned thereon or deliver, in accordance with the Concessionaire's reasonable instructions, the LOC and agree to cancel the LOC. The right to the City to retain the Cash Deposit or draw the LOC is intended to be, and shall constitute, liquidated damages, and any payment thereof to the City shall terminate the City's rights or remedies in all respects.

Section 2.4 Conditions Precedent; Termination.

(a) Conditions for the Benefit of the Concessionaire. The Concessionaire shall be obliged to complete the Closing only if each of the following conditions has been satisfied in full at or before the Time of Closing, unless waived by the Concessionaire: (i) the representations and warranties of the City set forth in Section 9.1 shall be true and correct on and as of the date hereof and at and as of the Time of Closing with the same force and effect as if made at and as of such time and date except (1) that representations and warranties that by their terms speak only as of the date of this Agreement or some other date need be true and correct only as of such date and
(2) for failures of representations and warranties to be true or correct that, individually or in the aggregate, have not had and are not reasonably likely to have a Material Adverse Effect; (ii) the City shall not be in material breach of any material covenant on its part contained in this Agreement which is to be performed or complied with by the City at or prior to the Time of Closing; (iii) the City shall have arranged for the deposit of funds from the Rent sufficient to provide for the payment of all obligations payable from and secured by the Toll Revenues or the Skyway and outstanding at the Time of Closing (including all outstanding Skyway Bonds) in such a manner that such obligations shall be legally defeased on the Closing Date and no longer treated as outstanding under the documents under which such obligations were issued and are secured; (iv) the City shall have obtained and delivered to the Concessionaire a commitment for an ALTA (1992) Owner's policy of title insurance showing the City in title to the Skyway, subject only to Permitted City Encumbrances and Permitted Concessionaire Encumbrances (the "Title Commitment"); (v) the City shall have delivered to the Concessionaire a legal opinion of counsel to the City, in substantially the form attached hereto as Schedule 8; and (vi) the City shall have executed and delivered the estoppel certificate contemplated by Section 10.2.

(b) Conditions for the Benefit of the City. The City shall be obliged to complete the Closing only if each of the following conditions precedent has been satisfied in full at or before the Time of Closing, unless waived by the City: (i) all representations and warranties of the Concessionaire in Section 9.2 shall be true and correct on and as of the date hereof at and as of the Time of Closing with the same force and effect as if made at and as of such time and date except (1) that representations and warranties that by their terms speak only as of the date of this Agreement or some other date need be true and correct only as of such date and (2) for failures of representations and warranties to be true or correct that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on the ability of the Concessionaire to consummate the transactions contemplated hereby or perform its obligations hereunder; (ii) the Concessionaire shall not be in material breach of any material covenant on its part contained in this Agreement which is to be performed or complied with by the Concessionaire at or prior to the Time of Closing; and (iii) the Concessionaire shall have delivered to the City a legal opinion of counsel to the Concessionaire, in substantially the form attached hereto as Schedule 9.

(c) Mutual Conditions. The City and the Concessionaire shall be obliged to complete the Closing only if each of the following conditions precedent has been satisfied in full at or before the Time of Closing, unless waived by both the City and the Concessionaire: (i) there shall be no preliminary or permanent injunction or temporary restraining order or other order issued by a Governmental Authority of competent jurisdiction or other legal restraint or prohibition enjoining or preventing the consummation of the Transaction; and (ii) there shall be no action taken, or any Law enacted, entered, enforced or deemed applicable to the Transaction by any Governmental
Authority of competent jurisdiction that makes the consummation of the Transaction illegal.

(d) **Termination.** This Agreement may be terminated at any time prior to the Closing:

(i) by mutual consent of the City and the Concessionaire in a written instrument;

(ii) by either the City or the Concessionaire, upon notice to the other Party, if any Governmental Authority of competent jurisdiction shall have issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the Transaction, and such order, decree, ruling or other action has become final and nonappealable; *provided, however,* that the right to terminate this Agreement under this Section 2.4(d)(ii) shall not be available to any Party whose failure to comply with any provision of this Agreement has been the cause of, or resulted in, such action;

(iii) by the Concessionaire, upon notice to the City, if any condition set forth in Section 2.4(a) is not satisfied at the Time of Closing; *provided, however,* that the Concessionaire shall not have the right to terminate this Agreement under this Section 2.4(d)(iii) if the Concessionaire’s failure to comply with any provision of this Agreement has been the cause of, or resulted in, the failure of such condition or conditions to be satisfied; or

(iv) by the City, upon notice to the Concessionaire, if any condition set forth in Section 2.4(b) is not satisfied at the Time of Closing; *provided, however,* that the City shall not have the right to terminate this Agreement under this Section 2.4(d)(iv) if the City’s failure to comply with any provision of this Agreement has been the cause of, or resulted in, the failure of such condition or conditions to be satisfied.

(e) **Effect of Termination.** In the event of termination of this Agreement by either the City or the Concessionaire as provided in Section 2.4(d), this Agreement shall forthwith become void and there shall be no liability or obligation on the part of the City or the Concessionaire or their respective Representatives, except as set forth in Section 2.3(b), this Section 2.4(e), Article 12, Article 19 and Article 20 and except that no Party shall be relieved or released from any liabilities or damages arising out of its breach of this Agreement (subject to Section 2.3(b) in connection with the City’s termination of this Agreement pursuant to Section 2.4(d)(iv)).
Section 2.5  Covenants.

(a)  Cooperation. From the date hereof up to the Time of Closing, the Parties shall cooperate with each other in order to permit the Closing to be consummated on the Closing Date.

(b)  Reasonable Efforts. From the date hereof up to the Time of Closing, each Party shall use all reasonable efforts (i) to take, or cause to be taken, all actions necessary to comply promptly with all legal requirements which may be imposed on such Party to consummate the Transaction as promptly as practicable, and (ii) to obtain (and to cooperate with the other Party to obtain) any Consent of any Governmental Authority or any other public or private third party which is required to be obtained or made by such Party in connection with the consummation of the Transaction. Each Party shall promptly cooperate with and promptly furnish information to the other in connection with any such efforts by, or requirement imposed upon, any of them in connection with the foregoing.

(c)  Injunctions. If any Governmental Authority of competent jurisdiction issues a preliminary or permanent injunction or temporary restraining order or other order before the Time of Closing which would prohibit or materially restrict or hinder the Closing, each Party shall use all reasonable efforts to have such injunction, decree or order dissolved or otherwise eliminated as promptly as possible and, in any event, prior to the Time of Closing.

(d)  Operation of the Skyway. From the date hereof up to the Time of Closing, the City shall cause the Skyway to be operated in the ordinary course in a manner consistent with past practice and shall use all reasonable efforts to preserve the goodwill of the Skyway and to maintain good business relationships with customers, suppliers and others having business dealings with the Skyway, to maintain the Skyway Assets in normal operating condition and repair in accordance with past practice (ordinary wear and tear excepted), to perform in all material respects all of its obligations under the Skyway Contracts and to cause the Skyway to be operated in all material respects in accordance with all applicable Laws (except to the extent any non-compliance is being contested in good faith by appropriate proceedings), all to the end that the Skyway as a going concern shall be unimpaired and leased to the Concessionaire at the Closing in a condition not materially worse than the condition as of the date hereof. It is understood and agreed that the City shall, up to and including the Time of Closing, be entitled to all of the cash or cash equivalents in or generated by the Skyway. Without limiting the foregoing, the City shall not terminate, amend, modify or agree to a waiver of the terms of any Assigned Skyway Contract or any Authorization related to the Skyway after the date of this Agreement and before the Time of Closing (or in the case of any Assigned Skyway Contract that has not been assigned or transferred to the Concessionaire as contemplated herein, before such assignment or transfer is completed).
without the Concessionaire's consent, which shall not be unreasonably withheld, conditioned or delayed.

(e) Policies of Insurance. From the date hereof up to the Time of Closing, the City shall continue in force all applicable policies of insurance maintained by the City in respect of the Skyway. At the Time of Closing, all such policies of insurance shall terminate and the Concessionaire shall be responsible for obtaining insurance for the Skyway in accordance with the terms hereof.

(f) Disclosure of Changes.

(i) From the date hereof up to the Time of Closing, each Party shall immediately disclose to the other Party any matter which becomes known to it which is inconsistent in any material respect with any of the representations or warranties contained in Article 9. No such disclosure, however, shall cure any misrepresentation or breach of warranty for the purposes of Section 2.4 or Article 12; and

(ii) From the date hereof up to the Time of Closing, the City may supplement or amend any Schedule hereto, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein (including any amendment or supplement to (A) Schedule 1 to (i) disclose either any On-Going CIP Contract that has become a Completed CIP Contract after the date hereof or any On-Going Engineering Contract that has become a Completed Engineering Contract after the date hereof or (ii) add, under the headings “Other Skyway Contracts” and “Assigned Skyway Contracts” any CIP Warranties that are delivered to the City by the Contractor party to any On-Going CIP Contract after the date hereof and (B) Schedule 5 to make any necessary changes in relation to, pursuant to or in accordance with the delivery of the Title Commitment by the City to the Concessionaire pursuant to Section 2.4(a)(iv)). No such supplement or amendment shall be deemed to cure any breach for purposes of Section 2.4(a) or, subject to the following sentence, for any other purpose. Notwithstanding the previous sentence, if the Closing occurs, then, subsequent to the Closing, any such supplement or amendment with respect to any representation or warranty contained in Sections 9.1(d), 9.1(i), 9.1(j) or 9.1(k) relating to a matter arising after the date hereof will be effective to cure and correct for all purposes any inaccuracy in, or breach of, any such representation or warranty which would exist if the City had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 2.5(f)(ii) shall (subject to the foregoing limitation) for all purposes after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

(g) Access to Information. From the date hereof up to the Time of Closing, but subject to confidentiality obligations binding on the City with respect to any Person (provided that the City has disclosed to the Concessionaire the existence of the applicable agreement or other document that is subject to such confidentiality limitation
in order to enable the Concessionaire to evaluate the materiality and significance of the lack of disclosure based on such limitations) the City shall (i) give the Concessionaire and its Representatives reasonable access during normal business hours and on reasonable notice to the Skyway, subject to the City’s policies and regulations regarding safety and security, (ii) permit the Concessionaire and its Representatives to make such inspections as they may reasonably request and (iii) to furnish the Concessionaire and its Representatives with such financial and operating data and other information that is available with respect to the Skyway as they may from time to time reasonably request. The Concessionaire shall hold and will cause its Representatives to hold in strict confidence all documents and information concerning the Skyway to the extent and in accordance with the terms and conditions of the confidentiality agreement between the City and the Concessionaire in connection with the Transaction. After the Closing Date, the Concessionaire shall at the request of the City, (A) provide reasonable assistance in the collection of information or documents and (B) make the Concessionaire’s employees available when reasonably requested by the City in connection with claims or actions brought by or against third parties based upon events or circumstances concerning the Skyway; provided, however, that the City shall reimburse the Concessionaire for all reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire in providing said assistance and will not unduly interfere with Concessionaire’s operations.

(h) Transition. From the date hereof up to the Time of Closing, the Parties shall cooperate with each other to ensure the orderly transition of control, custody, operation, management, maintenance, rehabilitation and tolling of the Skyway at the Time of Closing. At the request of the Concessionaire, the City will provide to the Concessionaire, for up to four months following the Closing, the services of any Skyway employee who does not become an employee of the Concessionaire and remains with the City (or the services of other City employees who are assigned for such purpose), and the City will also provide, for up to such four month period, snow removal and other specific services for the Skyway that were provided prior to the Closing by City employees who were not Skyway employees. All such services shall be provided for an amount equal to the City’s cost thereof, including employment costs and related overhead expenses allocable to such employees, as reasonably determined by the City, which amount shall be billed to the Concessionaire as soon as reasonably practicable following the end of each month and shall be payable by the Concessionaire within 30 days of receipt of any such statement, and upon such other reasonable terms and conditions as the City and the Concessionaire shall agree.

(i) Employees. Prior to the Time of Closing, the Concessionaire shall use its best efforts to interview all Skyway employees as of the date hereof who apply to the Concessionaire for employment and to offer employment to such Skyway employees who meet the Concessionaire’s stated requirements for employment; provided, however, that the Concessionaire shall have no obligation to offer employment to any such Skyway employee.
(j) **Casualty Loss Prior to Closing.** If prior to the Time of Closing, a material casualty loss, destruction or damage to any part of the Skyway has occurred and this Agreement has not been terminated under Section 2.4(d), then the City shall either (i) promptly and diligently repair and rebuild the affected parts of the Skyway to restore them to at least the same condition in which they were before the occurrence of such casualty loss, destruction or damage or (ii) assign to the Concessionaire all insurance and other proceeds payable by third-party insurers or other third parties in respect of such casualty loss, destruction or damage and enforce (with the cooperation of the Concessionaire) all of its rights, remedies and privileges under any applicable insurance policies with third-party insurers.

**Section 2.6 Short Form Lease.** At the Time of Closing, the Parties shall execute and deliver a short form lease (the "Short Form Lease") in the form reasonably agreed to by them, which they shall record in the Office of the Recorder of Deeds of Cook County, Illinois. In connection with such recording, the Parties shall cooperate to remove any portion of the Skyway from application of the Torrens Act, if applicable, and to record the certificate of title. To the extent that changes are made to this Agreement with respect to the Term, leased property or other material matters set forth in the recorded Short Form Lease, the Parties shall execute, deliver and record an amendment to the recorded Short Form Lease reflecting such changes. The Parties agree not to record this Agreement itself.

**Section 2.7 Closing Deliveries.** At the Time of Closing, each Party shall execute and deliver all assets, agreements, bills of sale, assignments, endorsements, instruments and documents as are reasonably necessary in the opinion of the other Party to effect the Transaction (and in form and substance that are reasonably satisfactory to such other Party).

**Section 2.8 Intended Treatment for Federal and State income Tax Purposes.** This Agreement is intended to be a sale of the Skyway Facilities for U.S. federal and state income tax purposes.

**ARTICLE 3**

**TERMS OF THE LEASE AND CONCESSION**

**Section 3.1 Quiet Enjoyment; Present Condition.**

(a) **Quiet Enjoyment.** The City agrees that if the Concessionaire shall perform all obligations and make all payments as provided hereunder, the Concessionaire shall, at all times during the Term, be entitled to and shall have the quiet possession and enjoyment of the Skyway and the rights and privileges granted to the Concessionaire hereunder, subject to the provisions contained in this Agreement. The City and the Concessionaire acknowledge that the Concessionaire's rights to use the Skyway as a public highway and charge tolls thereon are subject to the right of the City, in accordance with the terms of this Agreement, to monitor compliance with this Agreement to ensure
that the Skyway is used and operated as required by this Agreement. Unless expressly so stated in writing by the City, any entry by the City onto the Skyway required or permitted under this Agreement shall not constitute a reentry, trespass or a breach of the covenant for quiet enjoyment contained in this Agreement. The City shall, at all times during the Term, defend its title to the Skyway, the Concessionaire’s leasehold interest in and to the Skyway and the rights granted to the Concessionaire hereunder, or any portion thereof, against any Person claiming any interest adverse to the City or the Concessionaire in the Skyway, or any portion thereof, except where such adverse interest arises as a result of the act, omission, negligence, misconduct or violation of Law of the Concessionaire, its Affiliates or their respective Representatives.

(b) Present Condition. Except with respect to the completion of the Capital Improvement Project as provided in Article 4 and except as specifically set forth in Section 9.1, the Concessionaire understands, agrees and acknowledges that the Concessionaire (i) by the execution of this Agreement, agrees to accept the Skyway “AS IS” at the Time of Closing and (ii) has inspected the Skyway and is aware of its condition and acknowledges that the City neither has made nor is making any representation or warranty, express or implied, regarding the condition of the Skyway (or any part thereof) or its suitability for the Concessionaire’s proposed use.

Section 3.2 Skyway Operations.

(a) Use. Except as otherwise specifically provided herein, the Concessionaire shall, at all times during the Term, (i) be responsible for all aspects of the Skyway Operations, and (ii) cause the Skyway Operations to be performed in accordance with the provisions of this Agreement and applicable Law. The Concessionaire shall, at all times during the Term, cause the Skyway to be continuously open and operational for use by all members of the public for Highway Purposes as a controlled access highway, 24 hours a day, every day, except only for closures specifically permitted under this Agreement or required by applicable Law or as necessary to comply with any other requirement of this Agreement.

(b) Costs and Expenses. Except as otherwise specifically provided herein, the Concessionaire shall, at all times during the Term, pay or cause to be paid all costs and expenses relating to the Skyway Operations as and when the same are due and payable.

(c) Assumed Liabilities. The Concessionaire agrees to assume and discharge or perform when due, all debts, liabilities and obligations whatsoever relating to the Skyway or the Skyway Operations that occur, arise out of or relate to, or are based on facts or actions occurring, during the Term, but only to the extent such debts, liabilities or obligations do not arise from or relate to any breach by the City of any covenant, representation or warranty set forth in this Agreement (collectively, the “Assumed Liabilities”): provided, however, that the Assumed Liabilities shall not include, and the City shall perform and discharge as and when due, any debts, liabilities
and obligations (i) with respect to the City’s obligations under this Agreement, (ii) arising out of Skyway Operations prior to the Time of Closing, (iii) under any Environmental Law arising out of or relating to the ownership, operation or condition of the Skyway at any time prior to the Time of Closing or any Hazardous Substance or other contaminant that was present on the Skyway Land or otherwise existed at any time prior to the Time of Closing and (iv) incurred by the City under or in connection with any On-Going CIP Contract or On-Going Engineering Contract (collectively, the “Excluded Liabilities”).

Section 3.3 Operator.

(a) Engagement. The Skyway Operations shall, at all times during the Term, be under the direction and supervision of an active operator with the expertise, qualifications, experience, competence, skills and know-how to perform the Skyway Operations in accordance with this Agreement (an “Operator”) who may be the Concessionaire itself or its Affiliate. The Operator on the first day of the Term shall be the Concessionaire unless the Concessionaire has designated another Person to be the Operator and has provided specified information about such Person in writing to the City prior to the execution of this Agreement. The Concessionaire shall not engage or appoint a replacement Operator, unless the City has Approved such Operator (based upon a determination in accordance with Section 3.3(b)); provided, however, that a Change in Control of an Operator shall be deemed to be the appointment of a replacement Operator. The Operator shall at all times be subject to the direction, supervision and control of the Concessionaire, and any delegation to an Operator shall not relieve the Concessionaire of any obligations, duties or liability hereunder. The Concessionaire shall immediately notify the City upon the termination or resignation of an Operator. Any agreement between the Concessionaire and any Operator shall by its terms terminate without penalty at the election of the City upon three Business Days’ notice to such Operator upon the termination of this Agreement. The Operator shall have no interest in or rights under this Agreement or the Skyway.

(b) Approval. The City’s Approval of a proposed replacement Operator may be withheld if the City reasonably determines that the engagement of such proposed Operator is prohibited by applicable Law or such proposed Operator is not capable of performing the Skyway Operations in accordance with this Agreement, which determination may be based upon, or take into account, one or more of the following factors: (i) the financial strength and integrity of the proposed Operator, its direct or indirect beneficial owners and each of their respective Affiliates; (ii) the capitalization of the proposed Operator; (iii) the experience of the proposed Operator in operating toll roads and highways and performing other projects; (iv) the background and reputation of the proposed Operator, its direct or indirect beneficial owners, each of their respective officers, directors and employees and each of their respective Affiliates (including the absence of criminal, civil or regulatory claims or actions against any such Person and the quality of any such Person’s past or present performance on other projects); and (v) the
proposed terms of the engagement of the Operator. The City shall have the right to reasonably condition its Approval of a proposed replacement Operator.

Section 3.4 Authorization; Qualifications.

(a) Compliance. The Concessionaire shall obtain, comply with, promptly renew and maintain in good standing all Authorizations; provided, however, that if the Concessionaire is, at any time during the Term, required to obtain any Authorization from a Governmental Authority that the City was not required to obtain in connection with its operation of the Skyway prior to the Time of Closing, the City shall use its reasonable efforts to assist the Concessionaire in obtaining such Authorization.

(b) Qualifications. The Concessionaire shall, at all times during the Term, maintain in full force and effect its existence and all qualifications necessary to carry on its business pertaining to the Skyway Operations, including all rights, franchises, licenses, privileges and qualifications required in connection with the Skyway Operations.

Section 3.5 No Encumbrances.

(a) By the Concessionaire. The Concessionaire shall not do any act or thing that will create any Encumbrance (other than a Permitted Concessionaire Encumbrance) against the Skyway and shall promptly remove any Encumbrance (other than a Permitted Concessionaire Encumbrance) against the Skyway, unless the Encumbrance came into existence as a result of an act of or omission by the City or a Person claiming through it which in turn was not caused by an act or omission of the Concessionaire. The Concessionaire shall not be deemed to be in default hereunder if the Concessionaire continuously, diligently and in good faith contests any such Encumbrance, or the validity thereof, by appropriate legal proceedings that shall operate to prevent the foreclosure of any such Encumbrance, provided that the Concessionaire has given (i) advance notification to the City that it is the intent of the Concessionaire to contest the validity or collection thereof and (ii) a satisfactory indemnity to the City or deposit with the City a Letter of Credit, indemnity bond, surety bond, cash or Eligible Investment reasonably satisfactory to the City in an amount equal to the amount of the claim or Encumbrance, plus such interest and penalties, court costs, or other charges as the City may reasonably estimate to be payable by the Concessionaire at the conclusion of such contest or as is required to provide insurance over any potential Encumbrance; provided, however, that in the event such Letter of Credit, cash or Eligible Investment shall be so deposited, the same shall be held until such claim or other imposition shall have been released and discharged and shall thereupon be returned to the Concessionaire, less any amounts expended by the City to procure such release or discharge, or any loss, cost, damage, reasonable attorneys' fees or expense incurred by the City by virtue of the contest of such Encumbrance.
(b) **By the City.** The City shall not do any act or thing that will create any Encumbrance (other than a Permitted City Encumbrance) against the Skyway and shall promptly remove any Encumbrance (other than a Permitted City Encumbrance) against the Skyway that came into existence as a result of an act of or omission by the City or a Person claiming through it. The City shall not be deemed to be in default hereunder if the City continuously, diligently and in good faith contests any such Encumbrance, or the validity thereof, by appropriate legal proceedings that shall operate to prevent the foreclosure of any such Encumbrance, provided that the City has given advance notification to the Concessionaire that it is the intent of the City to contest the validity or collection thereof.

(c) **Removal.** Each Party, if requested by the other Party and at such other Party’s costs and expense, shall use its reasonable efforts to assist such other Party in attempting to remove any Encumbrance that has come into existence as a result of an act of or omission by such other Party.

**Section 3.6 Single Purpose Covenants.** The Concessionaire shall, at all times during the Term, (i) be formed and organized solely for the purpose of owning the Concessionaire Interest and using, possessing, leasing, operating and otherwise dealing with the Skyway (and carrying out any incidental activities), (ii) not engage in any business unrelated to clause (i) above, (iii) not have any assets other than those related to its activities in accordance with clauses (i) and (ii) above, (iv) maintain its own separate books and records and its own accounts, in each case which are separate and apart from the books and records and accounts of any other Person, (v) hold itself out as being a Person, separate and apart from any other Person, (vi) not commingle its funds or assets with those of any other Person, (vii) conduct its own business in its own name, (viii) maintain separate financial statements and file its own tax returns, (ix) pay its own debts and liabilities when they become due out of its own funds, (x) observe all corporate, limited partnership or limited liability company, as applicable, formalities and do all things necessary to preserve its existence, (xi) pay the salaries of its own employees, if any, and maintain a sufficient number of employees in light of its contemplated business operations, (xii) not guarantee or otherwise obligate itself with respect to the debts of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person, (xiii) not acquire obligations of or securities issued by its shareholders, partners or members, as applicable, (xiv) allocate fairly and reasonably shared expenses, including any overhead for shared office space, (xv) use separate stationery, invoices and checks, (xvi) except as expressly permitted hereby or by any Leasehold Mortgage or in connection in the ordinary course of business of the Skyway, not pledge its assets for the benefit of any other Person or make any loans or advances to any other Person, (xvii) correct any known misunderstanding regarding its separate identity, (xviii) maintain adequate capital in light of its contemplated business operations and (xix) have organizational documents which comply with the requirements set forth in this Section 3.6.
Section 3.7 Rights of the City to Access and Perform Work on the Skyway.

(a) Reservation of Rights. The City reserves (for itself, its Representatives, grantees, tenants, mortgagees, licensees and others claiming by, through or under the City) and shall, at all times during the Term, have the right to enter the Skyway and each and every part thereof at all reasonable times and upon reasonable prior notice: (i) to inspect the Skyway or determine whether or not the Concessionaire is in compliance with its obligations under this Agreement or applicable Law pursuant to Section 8.3; (ii) if a Concessionaire Default then exists, to make any necessary repairs to the Skyway and perform any work therein pursuant to Section 16.1(b)(iii); (iii) in the event of an emergency or danger that threatens to cause injury to individuals (or damage to property) or to impair the continuous operation of the Skyway as a public highway and if the Concessionaire is not then taking all necessary steps to rectify or deal with said emergency or danger, to take actions as may be reasonably necessary to rectify such emergency or danger (in which case, no notice shall be necessary); (iv) at its own cost and expense, to design, construct, operate, manage, maintain, repair and rehabilitate any existing or future roads, streets or highways (other than the Skyway) adjacent to, above or under the Skyway; (v) to use the Skyway for all purposes not inconsistent with the rights granted to the Concessionaire in this Agreement (including any purpose not reasonably related to the generation of Skyway Revenues); (vi) at its own cost and expense to (A) install, design, manage, maintain, repair and rehabilitate any existing or future utilities or similar services or safety measures (whether provided by the City or third parties) in, on, along, under, across, over or through the Skyway (including water and sewer lines, power transmission lines, fiber optic cable, surveillance equipment and other communications), (B) grant easements and rights on the Skyway for the benefit of suppliers or owners of any such utilities, services or measures and (C) use the Skyway in connection with any such installation, design, management, maintenance, repair or rehabilitation (provided that notwithstanding the foregoing, the Concessionaire shall have the right, at all times during the Term, to install, design, manage, maintain, repair and rehabilitate utilities or other services for its own account (and not for lease, resale or service to third parties) to the extent that the said utilities or services are necessary for the Skyway Operations); (vii) to perform any construction activities related to the completion of the Capital Improvement Project pursuant to Article 4; (viii) to conduct the work to be performed by the Department of Transportation of the State of Illinois as described in that certain Letter of Information, dated January 13, 2004, from the Department of Transportation of the State of Illinois to the Department of Transportation of the City regarding work to be performed on the Skyway in connection with the reconstruction of the Dan Ryan Expressway; and (ix) to do any other act or thing that the City may be obligated to do or have a right to do under this Agreement; provided, however, that the City shall use reasonable efforts to minimize interference with the Skyway Operations in connection with any entry on the Skyway pursuant to this Section 3.7(a); provided, further, that the City shall not enter the Skyway pursuant to any of clauses (iv), (v), (vi) or (vii) of this Section 3.7(a) in a manner that is reasonably likely to either have a material adverse
effect on the Concessionaire’s ability to generate Toll Revenues (or on its other benefits hereunder) or increase its costs of Skyway Operations (or expand its obligations under this Agreement) without the consent of the Concessionaire. The City shall pay to the Concessionaire the Concession Compensation resulting from any entry on the Skyway pursuant to clause (iv), (v), (vi) or (vii) of this Section 3.7(a).

(b) **Access Rights.** The City and its Representatives, during the progress of any work referred to in this **Section 3.7,** at no cost to the City, shall have all necessary easement and access rights and may keep and store at the Skyway all necessary materials, tools, supplies, equipment, sheds, mobile trailers and other vehicles, in a reasonably neat and orderly fashion and so as to not unreasonably interfere with the Concessionaire’s conduct of business at the Skyway. To the extent that the City undertakes work or repairs under this **Section 3.7** or any other provision of this Agreement, such work or repairs shall be commenced and diligently completed in a good and workmanlike manner, in accordance with any applicable Operating Standards and in such a manner as not to unreasonably interfere with the conduct of business in or use of such space to the extent reasonably possible without incurring any additional cost.

(c) **Effect of Reservation.** Any reservation of a right by the City to enter upon the Skyway and to make or perform any repairs, alterations, Restoration or other work in, to, or about the Skyway which is the Concessionaire’s obligation pursuant to this Agreement, shall not be deemed to (i) impose any obligation on the City to do so, (ii) render the City liable to the Concessionaire or any other Person for the failure to do so or (iii) relieve the Concessionaire from any obligation to indemnify the City as otherwise provided in this Agreement. Nothing in this Agreement shall impose any duty upon the part of the City to do any work required to be performed by the Concessionaire hereunder and performance of any such work by the City shall not constitute a waiver of the Concessionaire’s default in failing to perform the same.

**Section 3.8 Coordination.**

(a) **Utility Coordination.** The Concessionaire shall be responsible for coordinating or ensuring the coordination of all Skyway Operations with utilities and Persons having service lines, pipelines, transmission lines and other equipment, cables, systems and other apparatus in, on, under, over or adjacent to the Skyway. The Concessionaire shall cause provision to be made for the removal or temporary or permanent relocation and restoration of utilities and other services and any lines, equipment, cables, systems and other apparatus that intersect, interfere with, interface with or otherwise affect the Skyway Operations and shall arrange for temporary rights of entry and access to utilities and other services to be made available that are necessary in connection with the Skyway Operations or as may exist under this Agreement or applicable Law. The City shall cooperate with the Concessionaire with respect to its obligations under this **Section 3.8(a).**
(b) **Affected Property Coordination.** The Concessionaire shall be responsible for coordinating or ensuring the coordination of all Skyway Operations with Affected Property. The Concessionaire shall cause provision to be made for the temporary or permanent relocation or closure of roadways that intersect, interfere with, interface with or otherwise affect the Skyway Operations and shall arrange for temporary right-of-entry and access to the property of all relevant Governmental Authorities or other Persons as may be necessary in connection with the Skyway Operations or as may exist under this Agreement or applicable Law. The City shall cooperate with the Concessionaire with respect to its obligations under this Section 3.8(b).

**Section 3.9 No Entry on City Property.** Except in the case of an emergency (and then only to the extent necessary to avoid injury or death to individuals or damage to property) and except for limited access necessary for the Concessionaire’s performance of its obligations hereunder or its compliance with applicable Laws that does not interfere with the City’s use or operation of such other properties in any material respect, the Concessionaire shall not enter upon any property of the City adjacent to, above or under the Skyway, in connection with the Skyway Operations without the prior Approval of the City.

**Section 3.10 Payment of Taxes.** The Concessionaire shall pay when due all Taxes that are or become payable in respect of periods during the Term in respect of the operations at, occupancy of, or conduct of business in or from the Skyway and fixtures or personal property included in the Skyway Facilities. The City reserves the right, without being obligated to do so, to pay the amount of any such Taxes not timely paid by the Concessionaire, and the amount so paid by the City shall be deemed additional rent hereunder, due and payable by the Concessionaire immediately upon demand by the City. The Concessionaire shall have the right to contest in good faith the validity or amount of any Taxes which it is responsible to pay under this Section 3.10, provided that (i) the Concessionaire has given prior notice to the City of each such contest, (ii) no contest by the Concessionaire may involve a reasonable possibility of forfeiture or sale of the Skyway, and (iii) upon the final determination of any contest by the Concessionaire, if the Concessionaire has not already done so, the Concessionaire shall pay the amount found to be due, together with any costs, penalties and interest. For avoidance of doubt, the Concessionaire shall not be liable for, and the City shall indemnify and hold the Concessionaire harmless from and against, any (A) Tax (including any property taxes imposed on the owner of the Skyway Land or any fixtures or improvements thereto) attributable to the City’s ownership of all or any part of the Skyway or its reversion rights hereunder. (B) any sales, use or similar Tax imposed on the Rent or (C) any transfer, stamp, deed recording or similar tax payable by reason of the execution and delivery of this Agreement or the Short Form Lease or the recording of the Short Form Lease. In the event of a Leasehold Tax Imposition, the Concessionaire shall be entitled to the rights available to it pursuant to Section 14.2.
Section 3.11 Utilities. The Concessionaire shall pay when due all charges (including all applicable Taxes and fees) for gas, electricity, light, heat, power, telephone, water and other utilities and services used in the Skyway Operations or supplied to the Skyway during the Term. Upon request of the City, the Concessionaire shall forward to the City, within 15 days following the respective due dates, official receipts, photocopies thereof, or other evidence satisfactory to the City, acting reasonably, of the payment required to be made by the Concessionaire in accordance with this Section 3.11. The City shall offer to furnish to the Concessionaire for purposes of the Skyway Operations any utilities that the City is voluntarily and directly furnishing to other commercial users in the immediate vicinity of the Skyway Toll Bridge at such time, on rates and other terms as are applicable to other similarly situated commercial users of such utilities, as may be amended from time to time; provided, however, that the City shall have no obligation or responsibility to furnish the Concessionaire with any other utilities and makes no representations or warranties as to the availability of any utilities. The City does not warrant that any utility services will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God, government action, terrorism, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability to obtain fuel or supplies or any other causes, and any such interruption of utility services shall never be deemed an Adverse Action or an eviction or disturbance of the Concessionaire’s use and possession of the Skyway or any part thereof, or render the City liable to the Concessionaire for damages or, unless the same constitutes a Delay Event, relieve the Concessionaire from performance of the Concessionaire’s obligations under this Agreement.

Section 3.12 Negotiations with Governmental Authorities. Prior to entering into any agreement with any Governmental Authority in connection with the Skyway Operations (a “Government Agreement”) that extends or could extend beyond the Term or pursuant to which the City may incur any liability whatsoever thereunder, the Concessionaire shall submit such Government Agreement for Approval by the City (which Approval may be withheld, delayed or otherwise conditioned in the discretion of the City) prior to the execution and delivery thereof (except with respect to Government Agreements the absence of which may cause the Concessionaire or Skyway Operations to fail to be in compliance with applicable Law, in which case the Concessionaire may enter into such Government Agreement upon notice to the City provided that the Concessionaire indemnifies the City for any Losses relating thereto). If the Concessionaire wishes the City to be a party to a Government Agreement, in the place and stead of, or in addition to, the Concessionaire must provide notice of the proposed terms of such Government Agreement to the City for the City’s Approval and all costs and expenses incurred by the City in connection with or related to such Government Agreement shall be borne by the Concessionaire.

Section 3.13 Notices of Defaults and Claims. The Concessionaire shall promptly give notice to the City (i) if a Concessionaire Default occurs under this Agreement and (ii) of all material claims, proceedings, disputes (including labor disputes)
or litigation in respect of the City pertaining to the Skyway or the Concessionaire or the Skyway Operations (whether or not such claim, proceeding or litigation is covered by insurance) of which the Concessionaire is aware. The Concessionaire shall provide the City with all reasonable information requested by it from time to time concerning the status of such claims, proceedings or litigation.

Section 3.14 Assignment of Operating Agreements and Plans. At the request of the City, the Concessionaire shall collaterally assign to the City, in form and substance satisfactory to the City, acting reasonably, all of the right, title and interest of the Concessionaire in, to and under all or any of the Operating Agreements and all present and future specifications, plans, drawings, information and documentation in relation to the Skyway Operations (collectively, the “Operating Agreements and Plans”) as collateral security to the City for the observance and performance by the Concessionaire of its covenants and obligations under this Agreement. The Concessionaire covenants that all of the right, title and interest of the Concessionaire in, to and under all Operating Agreements and Plans entered into or created after the Time of Closing shall be collaterally assignable to the City for the purposes of this Section 3.14. The City acknowledges that the Operating Agreements and Plans may also be assigned as security to a Leasehold Mortgagee and that each of the City and such Leasehold Mortgagee shall be entitled to use the Operating Agreements and Plans in enforcing their respective security as hereinafter provided. Without limiting the generality of the foregoing, but subject to the City’s assumption of liabilities under the Operating Agreements and Plans, the City shall be entitled to use the Operating Agreements and Plans in each of the following events: (i) if the City terminates this Agreement without a concession agreement being granted to a Leasehold Mortgagee or nominee thereof pursuant to the provisions of Article 18; and (ii) if the City elects to use the Operating Agreements and Plans to remedy a Concessionaire Default under this Agreement. Notwithstanding the foregoing, in the event that any such Leasehold Mortgagee has entered into possession or is diligently enforcing and continues to diligently enforce its security, whether by way of appointment of a receiver or receiver and manager, foreclosure or power of sale in accordance with Article 18, or otherwise, and is using the Operating Agreements and Plans in respect of the Skyway Operations, the City shall not be entitled to use the Operating Agreements and Plans in enforcing its security, it being acknowledged that any assignment of the Operating Agreements and Plans to a Leasehold Mortgagee shall have priority over any assignment of the Operating Agreements and Plans to the City. The Concessionaire shall promptly deliver to the City, at the sole cost and expense of the Concessionaire, forthwith after completion or execution and delivery, a copy of each item of the Operating Agreements and Plans.

Section 3.15 Name.

(a) The name designated for the Skyway is the “Chicago Skyway Toll Bridge" and such name may not be changed by the Concessionaire without the prior
Approval of the City, which Approval may be withheld, delayed or otherwise conditioned in the discretion of the City.

(b) The City, in its discretion, shall have the right to change the name of the Skyway (and to cause the Concessionaire to change, at the City’s expense, any signage on the Skyway in connection therewith) at any time during the Term upon 90 days’ prior notice to the Concessionaire; provided, however, that the owner of such name grants a license of the name together with all related logos and marks to the Concessionaire upon terms substantially similar to those contained in Section 3.15(c). The exercise of such right by the City shall not constitute an Adverse Action or a Force Majeure Event. The City shall have the right to all proceeds and other consideration received in connection with any such name change and shall reimburse the Concessionaire for all out-of-pocket and documented costs and expenses reasonably incurred by the Concessionaire in connection with any such name change.

(c) The City grants to the Concessionaire a non-exclusive, non-transferable, royalty-free license during the Term to use the name the “Chicago Skyway Toll Bridge” together with all existing and future developed logos and marks used in connection with the Skyway Operations, solely in connection with the performance of the Concessionaire’s obligation under this Agreement. The Concessionaire may grant sublicenses of the same to the Operator.

Section 3.16 Engagement of Police.

(a) Required Level of Police Service. The City shall cause the CPD to provide traffic patrol and traffic law enforcement services on the Skyway at the same level as the City provides on City-owned and operated streets and roadways, which shall, in no event, be less than that provided on the Skyway as of the Closing Date, and, in connection therewith, the CPD shall be empowered to enforce all applicable Laws within the CPD’s jurisdiction. The Concessionaire acknowledges that CPD police officers serving the Skyway may provide other police services in the general vicinity of the Skyway pursuant to CPD direction, provided that such other services do not unreasonably interfere with the level of police services to be provided on the Skyway. In addition, the Concessionaire shall have the right to contract with the CPD for enhanced levels of CPD service for the control of traffic for special events, construction or maintenance activities, predicted peak traffic patterns or as otherwise needed (and in each case, at the Concessionaire’s expense) or may obtain such services from another entity, subject to the City’s Approval.

(b) Budget for CPD Service. The Concessionaire shall reimburse the City for all costs and expenses reasonably incurred by the City during the Term related to the provision of such services (including employment costs and related overhead expenses allocable thereto, as reasonably determined by the City based on the time expended by the employees who render such services). Not less than 60 days prior to the beginning of each Lease Year, the Concessionaire and the City shall agree on an annual
budget for the CPD services to be provided with respect to the Skyway for that upcoming Lease Year, which will specify the level of services to be so provided and the cost of such services (and any additional services that may be requested by the Concessionaire as contemplated herein). The City costs and expenses for such services for the first Lease Year, which shall be reimbursed by the Concessionaire, shall be $700,000, which represents the cost of one CPD squad car staffed with one CPD police officer twenty-four hours per day, every day, and related overhead expenses allocable thereto. If by the first day of any Lease Year the Parties have been unable to reach agreement concerning such annual budget, then the annual budget in effect for the immediately prior Lease Year, Adjusted for Inflation, shall continue to be in effect until such time as the Parties reach such agreement.

(c) Enforcement Activities. The Concessionaire shall not engage, or otherwise permit the engagement of, private security services to provide traffic patrol or traffic law enforcement services on the Skyway; provided, however, that the Concessionaire may utilize private security forces or passive devices to identify toll violators and to protect Toll Revenues collected, accumulated and transferred for deposit. The Concessionaire shall have the right to contract with the CPD for the apprehension of toll violators (at the Concessionaire’s expense), or the Concessionaire may obtain toll enforcement services from another entity, subject to the City’s Approval. The Concessionaire may enforce all private rights and civil remedies, and the City shall use its reasonable efforts (at the Concessionaire’s expense) to assist in the establishment of fines and similar remedies at the state and local level for toll violations, trespass upon the Skyway and other infringements upon the Concessionaire’s rights or benefits.

(d) Police Powers. The Concessionaire acknowledges that the CPD is empowered to enforce all applicable Laws on the Skyway. No provision of this Agreement is intended to surrender or waive any police powers of any Governmental Authority (including the CPD), and all such police powers are hereby expressly reserved.

ARTICLE 4
CAPITAL IMPROVEMENTS

Section 4.1 City Duties.

(a) Completion of Capital Improvement Project. The City, with reasonable diligence, and at its sole cost and expense, shall complete the Capital Improvement Project in a good and workmanlike manner, and the Concessionaire shall use its reasonable efforts to cooperate with the City in connection therewith.

(b) Designated Contractors. The City shall have the right to retain, employ or utilize any Contractor in respect of the completion of the Capital Improvement Project (each such Contractor, being herein referred to as a “Designated Contractor”). The City may change or substitute any Designated Contractor in connection with the performance of any portion of the Capital Improvement Project. The City shall be fully
responsible for the performance by the Designated Contractors of the City's duties with respect to the completion of the Capital Improvement Project.

(c) **Control of the Capital Improvement Project.** Subject to the rights of the Concessionaire specifically set forth herein, the City shall have complete control of the Capital Improvement Project and shall effectively direct and supervise the Capital Improvement Project and shall promptly enforce all On-Going CIP Contracts and On-Going Engineering Contracts in accordance with their respective terms. The City shall be solely responsible for coordinating the various parts of the Capital Improvement Project. Subject to the rights of the Concessionaire specifically set forth herein, the Concessionaire shall not have any right to control the completion of the Capital Improvement Project.

**Section 4.2 Concessionaire Duties.**

(a) **No Limitation on Concessionaire's Responsibilities.** The Concessionaire agrees and acknowledges that, except as specifically set forth herein, the responsibilities of the City pursuant to Section 4.1 shall not otherwise limit the Concessionaire's obligations under this Agreement from and after the Closing Date or entitle the Concessionaire to any compensation from the City by reason of the Capital Improvement Project having any adverse effect on Skyway Revenues. The Concessionaire further agrees and acknowledges that, except as specifically set forth herein, the City's obligations related to the Capital Improvement Project are limited to those described in Section 4.1 and that any other actions with respect to capital improvements of the Skyway from and after the Closing Date, are to be undertaken solely by the Concessionaire pursuant to the terms of this Agreement.

(b) **Concessionaire Capital Improvement Requirements.** The Concessionaire's capital improvement requirements shall include those specific capital improvements set forth on Schedule 2 and the capital improvements required to be completed by the Concessionaire during the Term in accordance with the terms of this Agreement. The Concessionaire's obligation to perform such capital improvement requirements shall be subject to the issuance by the City of any and all Authorizations required by the City with respect thereto and the City agrees not to unreasonably withhold, condition or delay the issuance of any such Authorizations.

**Section 4.3 Assignment of CIP Warranties Related to On-Going CIP Contracts.** Upon the delivery to the City of the CIP Warranty related to an On-Going CIP Contract, the City shall notify the Concessionaire of the receipt of such CIP Warranty and the City shall, within 10 Business Days thereof, assign, transfer and otherwise convey to the Concessionaire all of the City's right, title and interest in, to and under such CIP Warranty. For purposes of this Agreement, at the time a CIP Warranty related to an On-Going CIP Contract is assigned, transferred and conveyed to the Concessionaire pursuant to this Section 4.3, it shall thereafter be considered an Assigned
Skyway Contract and the related On-Going CIP Contract shall thereafter be considered a Completed CIP Contract.

ARTICLE 5
MODIFICATIONS

Section 5.1 City Directives. The City may, at any time during the Term, issue a City Directive to the Concessionaire. Subject to the City making available to the Concessionaire sufficient funds to perform the work required to implement such City Directive at or before the time payment for such work is required to be made (or, if the City does not provide such funds, other sources of financing for such work being reasonably available), the Concessionaire shall perform the work required to implement such City Directive, and the City shall pay to the Concessionaire the Concession Compensation with respect thereto.

Section 5.2 Concessionaire Requests. If the Concessionaire wishes at any time during the Term to undertake an Expansion or make another fundamental change in the dimensions, character, quality, location or position of any part of the Skyway or other similar capital change of the Skyway, then the Concessionaire may submit to the City, for the City’s Approval, a Concessionaire Request with respect to such Expansion or other change. The Concessionaire shall be responsible for all amounts required to implement an Approved Concessionaire Request (and any Losses incurred in connection therewith). No Concessionaire Request shall be implemented unless and until such Concessionaire Request has been Approved by the City; provided, however, that such Approval may be withheld, delayed or otherwise conditioned in the discretion of the City if the Expansion requires the acquisition or condemnation of Additional Lands or other property by the City.

Section 5.3 Performance of Modifications. Subject to the other provisions of this Article 5, the Concessionaire shall ensure that City Directives and Approved Concessionaire Requests are performed in a good and workmanlike manner and diligently complied with and implemented in such manner that the costs and delays relating thereto are minimized.

Section 5.4 Acquisition or Condemnation by City of Additional Lands.

(a) Requested by Concessionaire. If the Concessionaire requires Additional Lands for the purpose of an Expansion that is Approved pursuant to the terms of this Agreement, it shall submit a request to the City for Approval (which may be withheld in its discretion) describing the lands required, the estimated amount and such other particulars as are reasonably necessary. Promptly upon receipt of such notice and further information, if requested, the City shall by notice advise the Concessionaire if the City Approves of such request and agrees to initiate the proceedings to arrange for the acquisition or condemnation of such Additional Lands. In connection with the foregoing, it is agreed that the Approval of any request by the Concessionaire to acquire or condemn
additional lands for an Expansion may be given or withheld in the discretion of the City. If the City Approves the request, the City shall take such additional actions as may be reasonably necessary to initiate and diligently pursue to completion the proceedings necessary (including for such acquisition or condemnation any required approval of the City Council) for such Expansion. In such event, subject to Section 3.10 and Section 12.1, all costs and expenses, including all judgments and settlements in condemnation, all awards of compensation, costs and litigation expenses, all awards of damages, all costs incurred in prosecuting the condemnation action, including the cost of all legal and support services and the fees of all witnesses, shall be borne by the Concessionaire, provided that the Concessionaire and the City shall have agreed on the maximum amount of such costs and expenses prior to the incurrence (or entering into any irrevocable commitment for the incurrence) thereof.

(b) Required by City. If the City requires the construction of an Expansion pursuant to the terms of this Agreement, the City shall take such additional actions as may be reasonably necessary to initiate and diligently pursue to completion the proceedings necessary (including for such acquisition or condemnation any required approval of the City Council) for such Expansion. The Concessionaire’s obligation to complete any such Expansion shall be subject to the completion of the proceedings described in the preceding sentence and the issuance by the City of theAuthorizations required by the City with respect to any such Expansion. In such event, subject to Section 3.10 and Section 12.2, all costs and expenses in respect of such acquisition or condemnation of Additional Lands for an Approved Expansion, including all judgments and settlements in condemnation, all awards of compensation, costs and litigation expenses, all awards of damages, all costs incurred in prosecuting the condemnation action, including the cost of all legal and support services and the fees of all witnesses, shall be borne by the City.

(c) Transfer. Upon the City acquiring or condemning any lands referred to in this Section 5.4, such lands shall be deemed to be part of the Skyway Land subject to this Agreement at no additional rent. In connection with the foregoing, the Concessionaire shall, and shall cause any Leasehold Mortgagee to, execute such instruments as may be reasonably requested or required by the City to give effect to the foregoing, all at no cost to the City. Appropriate revisions shall be made to Schedule 5 from time to time to reflect any Additional Lands.

ARTICLE 6
OPERATING STANDARDS

Section 6.1 Compliance with Operating Standards. The Concessionaire shall, at all times during the Term, and cause the Skyway Operations to, comply with and implement the Operating Standards in all material respects (including any changes or modifications to the Operating Standards pursuant to the terms of this Agreement). The City and the Concessionaire acknowledge and agree that the Operating Standards shall be
construed flexibly in light of their objectives. The Concessionaire shall have in place procedures that are reasonably designed to achieve compliance with the Operating Standards. The Operating Standards shall not be deemed to be violated by occasional or incidental acts or omissions, including any occasional or incidental failure to comply with specific requirements set forth in the Operating Standards. Without limitation on the generality of the foregoing, any failure to meet specific time limits, durations or frequencies set forth in the Operating Standards shall not constitute a violation, provided that any such failure is not inconsistent with procedures that are reasonably designed to achieve compliance with the requirements set forth in the Operating Standards. Except as specifically set forth herein, the Concessionaire shall perform all work required to comply with and implement the Operating Standards (including the capital improvements described therein) as part of the Skyway Operations and at its sole cost and expense.

Section 6.2 Proposed Operating Standards. If the Concessionaire, at its cost and expense, wishes to implement and use operating standards other than the Operating Standards, the Concessionaire must provide notice of such proposed operating standards to the City for the City's Approval. The Concessionaire's proposed operating standards must be accompanied by an explanation of the Concessionaire's rationale for making its proposal and all relevant supporting information, certificates, reports, studies, investigations and other materials as are necessary to demonstrate that the Concessionaire's proposed operating standards are reasonably designed to achieve the objectives of the applicable Operating Standards. The City may request any additional supporting information, certificates, reports, studies, investigations and other materials as are reasonably required by the City to determine if the Concessionaire's proposed operating standards are reasonably designed to achieve the objectives of the applicable Operating Standards. The City's Approval of the Concessionaire's proposed operating standards may be withheld only if the City reasonably determines that the Concessionaire's proposed operating standards are not reasonably designed to achieve the objectives of the applicable Operating Standards. Until the City provides its Approval for the implementation of the Concessionaire's proposed operating standards, the Concessionaire shall not implement the proposed operating standards and shall implement and comply with the Operating Standards. The Concessionaire's proposed operating standards shall be deemed incorporated into the Operating Standards upon Approval by the City in accordance with the terms hereof. If the City refuses to Approve any proposed operating standards and the Concessionaire disagrees with such refusal, the Concessionaire may submit the matter to arbitration under the provisions of Article 19.

Section 6.3 Modified Operating Standards.

(a) The City shall have the right, at any time during the Term, to modify or change the Operating Standards upon notice to the Concessionaire to (i) comply with any new Law applicable to the Skyway Operations or (ii) conform the Operating Standards to standards or practices generally adopted by other Governmental Authorities in the United States having jurisdiction over Comparable Highways. The
Concessionaire, at its cost and expense, shall perform all work required to implement and shall comply with all such modifications and changes and in no event shall the Concessionaire be excused from compliance with any such modification or change. For the avoidance of doubt, the Concessionaire will have the right to challenge any modified Operating Standard pursuant to Article 19 on the basis that it does not meet either of the requirements set forth above.

(b) If during the Term the City is of the opinion that a modification or change to the Operating Standards is necessary or desirable but such modification or change is not subject to Section 6.3(a), the City may upon notice to the Concessionaire modify or change the Operating Standards; provided, however, that the City shall pay to the Concessionaire the Concession Compensation with respect thereto. The Concessionaire shall perform all work required to implement and shall comply with all such modifications and changes, and in no event shall the Concessionaire be excused from compliance with any such modification or change. The City shall have the right to undertake the work necessary to ensure implementation of and compliance with any such modification or change to the Operating Standards; provided, however, that to the extent that such work is undertaken by the City, the Concessionaire shall pay to the City within 10 Business Days following demand therefor, or the City may offset from amounts owing to the Concessionaire in connection with such modification or change, the costs of the portion of the work performed in order to comply with the Operating Standards existing immediately prior to such modification or change, and the City shall be responsible only for the incremental costs of the additional work required in order to implement such proposed modification or change to the Operating Standards and, without duplication with the foregoing, the Concession Compensation with respect to such modification or change.

ARTICLE 7
TOLLING; REVENUES

Section 7.1 Tolling Regulation. The Concessionaire shall comply with the provisions of the Tolling Regulation set forth in Schedule 6. For the avoidance of doubt, no consent or approval of the City shall be required for any increase or other change in tolls that falls within the toll levels specified in that Schedule 6.

Section 7.2 Electronic Tolling System.

(a) Right to Implement. The Concessionaire shall have the right to implement an electronic tolling system with respect to the Skyway Toll Bridge at any time during the Term provided that the Concessionaire provides the City with 180 days' prior notice describing such electronic tolling system and the implementation thereof.

(b) Cooperation by the City. The City will cooperate with the Concessionaire in the implementation and enforcement of an electronic tolling system if implemented by the Concessionaire pursuant to Section 7.2(a). Such cooperation shall
include assisting the Concessionaire in the negotiation of any reasonably necessary agreements with Governmental Authorities, including any agreements with (i) the Illinois State Toll Highway Authority and (ii) The Interagency Group.

Section 7.3 Revenues.

(a) Skyway Revenues. The Concessionaire shall, at all times during the Term, have the right, title, entitlement and interest in all revenues (i) charged by or on behalf of the Concessionaire in respect of vehicles using the Skyway during the Term ("Toll Revenues") and (ii) generated pursuant to that certain Lease between McDonald's Corporation and the City for the Chicago Skyway Toll Bridge Restaurant Site, dated September 10, 1991 (the "McDonald's Lease"), as assigned by the City to the Concessionaire as of the Closing Date pursuant to Section 2.1 or pursuant to the operation of any other restaurant Approved by the City on that portion of the Skyway that is subject to the McDonald's Lease at the Time of Closing (collectively, "Restaurant Revenues" and together with Toll Revenues, "Skyway Revenues") (it being understood and agreed that the operation of any such restaurant shall be part of the Skyway Operations).

(b) Other Revenues. All sources of revenues and activities generating revenues other than Skyway Revenues, including revenues from mass transit facilities, the sale of goods or services (including packaged goods, alcohol, tobacco, gaming and gasoline), the installation of utilities or similar services and safety measures (including water and sewer lines, power transmission lines, fiber optic cable, surveillance equipment and other communications) and the erection of billboards and other forms of advertisement, shall be controlled by, and the property of, the City, and, subject to Section 3.7(a), the Concessionaire shall have no right, title, entitlement or interest therein whatsoever.

(c) Use of Toll Revenues. The Concessionaire shall use all Toll Revenues for debt service related to the Skyway and for the costs necessary for the proper operation and maintenance of the Skyway (including reconstruction, resurfacing, restoration and rehabilitation of the Skyway in compliance with the requirements of this Agreement) prior to making any distribution of such Toll Revenues to any holder of an equity interest in the Concessionaire.

(d) Confirmation With Respect to FHWA Agreement. The City hereby confirms that it reasonably believes that the terms of this Agreement are designed to produce a reasonable return to the private operator (within the meaning of the FHWA Agreement) and the City agrees that it will not alter or revoke such determination.
ARTICLE 8
REPORTING; AUDITS; INSPECTIONS

Section 8.1 Reports.

(a) *Traffic Characteristics Reports.* In addition to any other traffic or traffic-related reports required pursuant to this Agreement, the Concessionaire shall provide to the City a quarterly traffic characteristics report providing the following details in a format specified by the City: (i) traffic volume forecasts for each type of classification of vehicle for the next three months, (ii) traffic volume forecasts for the entire Reporting Year and (iii) actual traffic counts for each month in the preceding quarterly period. The Concessionaire shall provide such reports to the City within 20 Business Days following the end of each calendar quarter of each Reporting Year.

(b) *Incident Management, Notifications and Reports.* The Concessionaire shall immediately notify the City of all emergencies, and promptly notify the City of all accidents and incidents occurring on or at the Skyway, and of all claims made by or against the Concessionaire, or potential claims that the Concessionaire reasonably expects to make against, or to be made against it by, third parties. In addition, the Concessionaire shall provide to the City a quarterly report of all such occurrences, including the following details in a format specified by the City: (i) type of incident (e.g., bodily injury, death or property damage) and summary of each such incident, (ii) classification of incident (e.g., road-related, barrier hit, right-of-way or other), (iii) number of incidents by type and classification, (iv) costs to correct incidents by type and classification, (v) claims made by the Concessionaire and revenue received by type and classification and (vi) claims made against the Concessionaire and losses incurred or losses claimed by type and classification. The Concessionaire shall provide such report to the City within 20 Business Days following the end of each calendar quarter of each Reporting Year.

(c) *Environmental Incident Report.* The Concessionaire shall report to the City, on a per occurrence basis, the discharge, dumping, spilling (accidental or otherwise) of any reportable quantity, as defined under applicable Environmental Law, of Hazardous Substances and the location at which the incident has occurred, the time, the agencies involved, the damage that has occurred and the remedial action taken. The Concessionaire shall provide such report to the City within seven Business Days following the occurrence of each incident or such shorter time period as may be required pursuant to applicable Law.

(d) *Financial Reports.* Until the End Date, the Concessionaire shall deliver to the City (i) within 60 days of the end of each six-month period following the first day of each Reporting Year, a copy of the unaudited balance sheets of the Concessionaire at the end of each such six-month period and the related unaudited statements of income, changes in shareholders’ equity and cash flows for such six-month period, in a manner and containing information consistent with the Concessionaire’s
current practices and (ii) within 120 days after the end of each Reporting Year a copy of the audited balance sheets of the Concessionaire at the end of each such Reporting Year, and the related audited statements of income, changes in shareholders’ equity and cash flows for such Reporting Year, including in each case the notes thereto, together with the report thereon of the independent certified public accountants of the Concessionaire, in each case in a manner and containing information consistent with the Concessionaire’s current practices and certified by the Concessionaire’s chief financial officer that such financial statements fairly present the financial condition and the results of operations, changes in members’ interest and cash flows of the Concessionaire as at the respective dates of and for the periods referred to in such financial statements, all in accordance with generally accepted accounting principles in the United States consistently applied. Such financial statements shall reflect the consistent application of such accounting principles throughout the periods involved, except as disclosed in the notes to such financial statements.

Section 8.2 Information.

(a) Furnish Information. At the request of the City, the Concessionaire shall, at the Concessionaire’s cost and expense and at any and all reasonable times during the Term: (i) make available or cause to be made available (and, if requested by the City, furnish or cause to be furnished) to the City all Information relating to the Skyway Operations, this Agreement or the Skyway as may be specified in such request and as shall be in the possession or control of the Concessionaire or its Representatives, and (ii) permit the City, after giving 10 Business Days’ prior notice to the Concessionaire (which notice shall identify the persons the City requests to be present for an interview and describe with reasonable specificity the subject matter to be raised in the interview), to discuss the obligations of the Concessionaire under this Agreement with any of the directors, officers, employees or managers of the Concessionaire, the Operator or their respective Representatives, for the purpose of enabling the City to determine whether the Concessionaire is in compliance with this Agreement and applicable Law.

(b) Confidentiality. Unless disclosure is required by applicable Law, the City shall keep confidential any Information obtained from the Concessionaire or its Representatives that (i) constitutes trade secrets or commercial or financial information (A) where the trade secrets or commercial or financial information are proprietary, privileged or confidential, or (B) where disclosure of the trade secrets or commercial or financial information may cause competitive harm and (ii) is designated as such by the Concessionaire in writing to the City; provided, however, that the City shall have the right to determine, in its reasonable discretion, whether clause (i) of this Section 8.2(b) applies to any such Information; provided, further, that in the event the City determines that clause (i) of this Section 8.2(b) does not apply to any such Information, the City shall provide reasonable notice to the Concessionaire prior to disclosure of such Information. In the event that the Concessionaire requests the City to defend an action seeking the
disclosure of Information that the City determines to be confidential pursuant to this Section 8.2(b), the Concessionaire share reimburse the City for the reasonable costs and expenses incurred by the City in defending any such action.

Section 8.3 Inspection, Audit and Review Rights of the City.

(a) Audit Right. In addition to the rights set out in Section 8.2, the City may, at all reasonable times, upon 48 hours prior notice, or cause a Representative designated by it to, carry out an Audit of the Information required to be maintained or delivered by the Concessionaire under this Agreement in connection with the performance of the Skyway Operations for the purpose of verifying the information contained therein and shall be entitled to make copies thereof and to take extracts therefrom, at the City's expense. The Concessionaire, at the cost and expense of the Concessionaire, shall, at reasonable times, make available or cause to be made available to the City or its designated Representative such reasonable information and material as may be required by the City or its designated Representative for its purposes and otherwise provide such cooperation as may be reasonably required by the City.

(b) Inspection Right. The City and its Representatives shall, at all times, have access to the Skyway and every part thereof and the Concessionaire, at the cost and expense of the Concessionaire, shall and shall cause its Representatives to, furnish the City with every reasonable assistance for inspecting the Skyway and the Skyway Operations for the purpose of Auditing the Information or ascertaining compliance with this Agreement and applicable Law.

(c) Tests. The City and its Representatives shall, with the prior consent of the Concessionaire (which shall not be unreasonably withheld, conditioned or delayed) be entitled, at the sole cost and expense of the City, and at any time and from time to time, to perform or cause to be performed any test, study or investigation in connection with the Skyway or the Skyway Operations as the City may determine to be reasonably necessary in the circumstances and the Concessionaire, at the cost and expense of the Concessionaire, shall, and shall cause its Representatives to, furnish the City or its Representatives with every reasonable assistance in connection with the carrying out of such tests, procedures, studies and investigations. For the avoidance of doubt, in connection with the foregoing the City and its Representatives shall, with the prior consent of the Concessionaire (which shall not be unreasonably withheld, conditioned or delayed), be entitled to install machines, equipment, systems, monitors, counters and other devices in, on, under, over or adjacent to the Skyway to permit and facilitate any test, study, monitor, review or investigation of or relating to the Skyway Operations.

(d) No Waiver. Failure by the City or its Representatives to inspect, review, test or Audit the Concessionaire's responsibilities under this Agreement or any part thereof or the Information, shall not constitute a waiver of any of the rights of the City hereunder or any of the obligations or liabilities of the Concessionaire hereunder.
Inspection, review, testing or Audit not followed by a notice of Concessionaire Default shall not constitute a waiver of any Concessionaire Default or constitute an acknowledgment that there has been or will be compliance with this Agreement and applicable Law.

(e) **No Undue Interference.** In the course of performing its inspections, reviews, tests and audits hereunder, the City shall use reasonable efforts to minimize the effect and duration of any disruption to or impairment of the Skyway Operations or the Concessionaire’s rights or responsibilities under this Agreement, having regard to the nature of the inspections, reviews, tests and audits being performed.

Section 8.4 **Audits, Assistance, Inspections and Approvals.** Wherever in this Agreement reference is made to the City or its Representatives providing assistance, services, Approvals or consents to or on behalf of the Concessionaire or its Representatives or to the City or its Representatives performing an Audit or inspecting, testing, reviewing or examining the Skyway, the Skyway Operations or any part thereof or the books, records, documents, budgets, proposals, requests, procedures, certificates, plans, drawings, specifications, contracts, agreements, schedules, reports, lists or other instruments of the Concessionaire or its Representatives, such undertaking by the City or its Representatives shall not relieve or exempt the Concessionaire from, or represent a waiver of, any requirement, liability, Concessionaire Default, covenant, agreement or obligation under this Agreement or at law or in equity and shall not create or impose any requirement, liability, covenant, agreement or obligation (including an obligation to provide other assistance, services or Approvals) on the City or its Representatives not otherwise created or imposed pursuant to the express provisions of this Agreement.

Section 8.5 **Reimbursement of Costs.** Except as otherwise provided herein, the Concessionaire shall reimburse the City for all costs and expenses reasonably incurred by the City during the Term (including employment costs and related overhead expenses allocable thereto, as reasonably determined by the City based on the time expended by the employees who render such services to the City) in monitoring the Skyway Operations and the Concessionaire’s compliance with its obligations and duties hereunder (including any Audits, tests, reviews or exams of the Skyway, the Skyway Operations (or any part thereof), any information or the proposals, requests, procedures, certificates, plans, drawings, specifications, contracts, agreements, schedules, reports, lists or other instruments of the Concessionaire or its Representatives); provided, however, that the aggregate amount payable by the Concessionaire pursuant to this Section 8.5 shall not exceed $165,000 per calendar year, Adjusted for Inflation.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES

Section 9.1 **Representations and Warranties of the City.** The City makes the following representations and warranties to the Concessionaire and acknowledges that
the Concessionaire and its Representatives are relying upon such representations and warranties in entering into this Agreement:

(a) Organization. The City is a municipality and home rule unit of local government, duly organized and existing under the Constitution and laws of the State of Illinois.

(b) Power and Authority. The City Council of the City has (i) duly adopted the Skyway Ordinance, which remains in full force and effect, (ii) duly authorized and approved the execution and delivery of this Agreement and (iii) duly authorized and approved the performance by the City of its obligations contained in this Agreement. The City has the power and authority to adopt the Skyway Ordinance, to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

(c) Enforceability. This Agreement has been duly authorized, executed and delivered by the City and constitutes a valid and legally binding obligation of the City, enforceable against the City in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

(d) Title. The City has good and sufficient title to the Skyway necessary for the Skyway Operations pursuant to this Agreement, subject only to Permitted City Encumbrances and Permitted Concessionaire Encumbrances. Subject to any and all Permitted City Encumbrances and Permitted Concessionaire Encumbrances existing at the Time of Closing, there is no recorded or unrecorded agreement, contract, option, commitment, right, privilege or other right of another binding upon, or which at any time in the future may become binding upon, the City to sell, transfer, convey, subject to lien, charge, grant a security interest in, or in any other way dispose of or materially encumber the Skyway. The recorded or unrecorded restrictions, exceptions, easements, rights of way, reservations, limitations, interests and other matters that affect title to the Skyway (or any portion thereof) do not materially adversely affect the Concessionaire’s ability to operate the Skyway in accordance with the terms hereof. No portion of the Skyway Land lies within any flood hazard areas as defined by the Federal Emergency Management Agency through its National Flood Insurance Program as reflected on either the Flood Hazard Boundary Map or Flood Insurance Rate Map, as amended from time to time. Following defeasance of the outstanding Skyway Bonds pursuant to Section 2.4(a), no indebtedness for borrowed money of the City will be secured by any interest in the Skyway and no Person will have any claim or right to, or interest in, any income, profits, rents, tolls or revenue derived from or generated with respect to the Skyway (other than the Concessionaire under this Agreement and any claims, rights or interests granted by or otherwise relating to the Concessionaire).
(e) **No Conflicts.** The adoption of the Skyway Ordinance, execution and delivery of this Agreement by the City, the consummation of the transactions contemplated hereby (including the operation of the Skyway in accordance with the terms of this Agreement) and the performance by the City of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the City under (i) any applicable Law or (ii) any agreement, instrument or document to which the City is a party or by which it is bound.

(f) **Consents.** No Consent is required to be obtained by the City from, and no notice or filing is required to be given by the City to or made by the City with, any Person (including any Governmental Authority) in connection with the execution, delivery and performance by the City of this Agreement or the consummation of the transactions contemplated hereby.

(g) **Compliance with Law; Litigation; Environmental Matters.** The City has operated and is operating the Skyway in compliance, in all material respects, with all material applicable Laws and the City is not in breach of any applicable Law that would have a material adverse effect on the operations of the Skyway. There are no Authorizations from any Governmental Authority necessary for the operation of the Skyway as currently being operated. There is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the best of the City's knowledge, threatened against the City, which would have a material adverse effect on (i) the operations of the Skyway or (ii) the validity or enforceability of this Agreement.

(h) **Financial Statements.** The financial statements of the Skyway, dated as of December 31, 2001, December 31, 2002 and December 31, 2003, fairly present the financial position and results of operations of the Skyway as of the dates and for the periods stated in such financial statements in accordance with generally accepted accounting principles, as applied to governmental units, consistently applied.

(i) **Skyway Contracts.** Each Skyway Contract is in full force and effect and has been made available for review by the Concessionaire. The City is not in material breach of its obligations under any Skyway Contract, and no act or event has occurred which, with notice or lapse of time, or both, would constitute a material breach thereof, and to the knowledge of the City no other party to any Skyway Contract is in material breach of its obligations under any Skyway Contract, and no act or event has occurred with respect to any such party, which with notice or lapse of time, or both, would constitute a material breach thereof. The Skyway Contracts are all of the material contracts and agreements (i) to which the City is a party that relate to the Skyway Operations or (ii) that bind the Skyway in any material respect, except that the Skyway Contracts do not include those contracts and agreements to which the City is a party involving the provision of goods and services that are used in connection with the Skyway Operations as well as by various other City agencies and departments.
(j) **Capital Improvement Project.** Other than the On-Going CIP Contracts and the On-Going Engineering Contracts (i) there are no other material agreements or arrangements to which the City is a party with respect to the Capital Improvement Project and (ii) there is no unfinished work to be performed on the Skyway in connection with the Capital Improvement Project. There are no outstanding warranty or similar claims by the City under any CIP Contract or Engineering Contract and no unperformed repairs or replacements by any Contractor under any Completed CIP Contract.

(k) **Insurance Policies.** All insurance policies set forth on Schedule 7 are in full force and effect with respect to the period between the date hereof and the Time of Closing.

(l) **Absence of Changes.** Since December 31, 2003, there has not been any transaction or occurrence that has resulted or is reasonably likely to result in a Material Adverse Effect.

(m) **Brokers.** Except for Goldman, Sachs & Co. and Loop Capital Markets LLC, whose fees will be paid by the City, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the City who might be entitled to any fee or commission from City in connection with the transactions contemplated by this Agreement.

(n) **Accuracy of Information.** To the knowledge of the City, the factual and past historical information regarding the Skyway that the City provided to the Concessionaire in the virtual data room at www.eki-dataroom.com was accurate in all material respects at the time such information was provided.

**Section 9.2 Representations and Warranties of the Concessionaire.** The Concessionaire makes the following representations and warranties to the City (and acknowledges that the City is relying upon such representations and warranties in entering into this Agreement):

(a) **Organization.** The Concessionaire is duly organized, validly existing and in good standing under the laws of the state of its organization. The capital stock of the Concessionaire (including options, warrants and other rights to acquire capital stock) is owned by the Persons set forth in the written certification that the Concessionaire delivered to the City prior to the date hereof.

(b) **Power and Authority.** The Concessionaire has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.
(c) *Enforceability.* This Agreement has been duly authorized, executed and delivered by the Concessionaire and constitutes a valid and legally binding obligation of the Concessionaire, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

(d) *No Conflicts.* The execution and delivery of this Agreement by the Concessionaire, the consummation of the transactions contemplated hereby and the performance by the Concessionaire of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Concessionaire under (i) any applicable Law, (ii) any material agreement, instrument or document to which the Concessionaire or any Equity Participant is a party or by which it is bound or (iii) the articles, bylaws or governing documents of the Concessionaire and each of the Equity Participants.

(e) *Consents.* No Consent is required to be obtained by the Concessionaire or any Equity Participant from, and no notice or filing is required to be given by the Concessionaire or any Equity Participant to or made by the Concessionaire or any Equity Participant with, any Person (including any Governmental Authority) in connection with the execution and delivery by the Concessionaire of this Agreement or the consummation of the transactions contemplated hereby, except for such consents which have been obtained and notices which have been given as of the date hereof.

(f) *Compliance with Law; Litigation.* The Concessionaire is not in breach of any applicable Law that could have a material adverse effect on the operations of the Skyway. Neither the Concessionaire nor any Affiliate of the Concessionaire is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of Persons with which the City may not do business under applicable Law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. There is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the best of the Concessionaire’s knowledge, threatened against the Concessionaire or any Equity Participant, which could have a material adverse effect on (i) the transactions contemplated by this Agreement or (ii) the validity or enforceability of this Agreement.

(g) *Operator.* To the extent the Operator is not the Concessionaire, the Concessionaire represents and warrants as follows: (i) the Operator is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) the capital stock of the Operator (including options, warrants and other rights to acquire capital stock) is owned by the Persons set forth in the written certification that the Concessionaire delivered to the City prior to the date hereof; (iii) the Operator has the
power and authority to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in connection with its engagement by the Concessionaire; (iv) the Operator has all necessary expertise, qualifications, experience, competence, skills and know-how to perform the Skyway Operations in accordance with this Agreement; and (v) the Operator is not in breach of any applicable Law that would have a material adverse effect on the operations of the Skyway.

(h) **Economic Disclosure Statement; RFQ.** All of the information in the economic disclosure statements and the response to the request for Skyway concessionaire qualifications delivered by or on behalf of the Concessionaire to the City in connection with the execution of this Agreement is true, accurate and correct in all material respects.

(i) **Brokers.** Except for any broker or advisor whose fees will be paid by the Concessionaire, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Concessionaire, any Equity Participant or any of their respective Affiliates who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

**Section 9.3 Non-Waiver.** No investigations made by or on behalf of any Party at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by the other Party in this Agreement or pursuant to this Agreement. No waiver by a Party of any condition, in whole or in part, shall operate as a waiver of any other condition.

**Section 9.4 Survival.**

(a) **City’s Representations and Warranties.** The representations and warranties of the City contained in Section 9.1 shall survive and continue in full force and effect for the benefit of the Concessionaire as follows: (i) as to the representations and warranties contained in Sections 9.1(a) through 9.1(g), inclusive, without time limit; and (ii) as to all other matters, for a period of 24 months following the Closing Date unless a bona fide notice of a Claim shall have been given, in writing in accordance with Section 20.1, prior to the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that Claim until the final determination or settlement of that Claim, provided such determination or settlement is being pursued diligently and in good faith by the applicable Party.

(b) **Concessionaire’s Representations and Warranties.** The representations and warranties of the Concessionaire contained in Section 9.2 shall survive and continue in full force and effect for the benefit of the City as follows: (i) as to the representations and warranties contained in Sections 9.2(a) through 9.2(e), inclusive, without time limit; and (ii) as to all other matters, for a period of 24 months following the Closing Date unless a bona fide notice of a Claim shall have been given, in
writing in accordance with Section 20.1, before the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that Claim until the final determination or settlement of that Claim, provided such determination or settlement is being pursued diligently and in good faith by the applicable Party.

ARTICLE 10
FINANCE OBLIGATIONS

Section 10.1 Concessionaire’s Obligations. Except with respect to capital improvements contemplated by Section 4.1(a) and the City’s funding of costs and expenses related to City Directives as contemplated by Section 5.1, the Concessionaire shall be responsible for obtaining any financing for the performance of its obligations under this Agreement, which financing shall comply with all requirements of this Agreement.

Section 10.2 City’s Obligations. The City shall, to the extent consistent with applicable Law and at the sole cost and expense of the Concessionaire, cooperate with the Concessionaire with respect to documentation reasonably necessary to obtain, maintain and replace financing for the performance of the obligations of the Concessionaire hereunder. The City’s cooperation may include reviewing, approving and executing documents which substantiate the terms of this Agreement and making information and material available to the Concessionaire’s lenders to facilitate financing to the extent permitted by applicable Law and contractual obligations with third parties and to the extent the City considers reasonable in the circumstances. If requested to do so by the Concessionaire, the City shall, at the sole cost and expense of the Concessionaire, use its reasonable efforts to cause Deloitte and Touche LLP, the City’s independent public accountants, to consent to the use and inclusion of certain financial information regarding the Skyway in connection with the Concessionaire’s public or private offering of securities, as the case may be. In addition, the City shall, promptly upon the request of the Concessionaire or any Leasehold Mortgagee, execute, acknowledge and deliver to the Concessionaire, or any of the parties specified by the Concessionaire, standard consents and estoppel certificates with respect to this Agreement which may be qualified to the best of the knowledge and belief of a designated representative of the City. Nothing herein shall require the City to incur any additional obligations or liabilities or to take any action, give any consent or enter into any document inconsistent with the provisions of this Agreement.

Section 10.3 Concessionaire’s Obligation for Estoppel Certificates. The Concessionaire shall, promptly upon the request of the City, execute and deliver to the City, or any of the parties specified by the City, standard consents and estoppel certificates with respect to this Agreement which may be qualified to the best of the knowledge and belief of a designated representative of the Concessionaire. Nothing herein shall require the Concessionaire to incur any additional obligations or liabilities or
to take any action, give any consent or enter into any document inconsistent with the provisions of this Agreement.

**ARTICLE 11**

**COMPLIANCE WITH LAWS**

Section 11.1 Compliance with Laws. The Concessionaire must at all times at its own cost and expense observe and comply with, and cause the Skyway Operations to comply with, all applicable Laws now existing or later in effect, including those Laws expressly enumerated in this Article 11, and those that may in any manner affect the performance of this Agreement. The Concessionaire must notify the City within seven days of receiving notice from a Governmental Authority that the Concessionaire may have violated any of the above.

Section 11.2 Non-Discrimination.


(b) State Non-Discrimination Laws. The Concessionaire shall comply with all applicable Illinois Laws regarding non-discrimination, including: (i) the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750, Appendix A, which is included in Section 11.2(c); (ii) the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990); and (iii) the Environmental Barriers Act, 410 ILCS 25/1 et seq. (1985).

(c) Illinois Human Rights Act Equal Employment Opportunity Clause. The following Equal Employment Opportunity Clause is included herein pursuant to 44 Ill. Admin. Code § 750.10: In the event of the Concessionaire’s non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights (the “Department”), the Concessionaire may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Concessionaire agrees as
follows: (i) that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military services and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (ii) that if it hires additional employees in order to perform its obligations under this Agreement, it will determine the availability (in accordance with the Department’s Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized; (iii) that, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (iv) that it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreements, a notice advising such labor organization or representative of its obligation under the Illinois Human Rights Act and the Department’s Rules, and if any such labor organization or representative fails or refuses to cooperate with it in its efforts to comply with such Act and Rules, it will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder; (v) that it will submit reports as required by the Department’s Rules, furnish all relevant information as may from time to time be reasonably requested by the Department or the City, and in all respects comply with the Illinois Human Rights Act and the Department’s Rules; (vi) that it will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department’s Rules; and (vii) that it will (A) include, verbatim or by reference, the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the obligations are undertaken or assumed, so that such provisions will be binding upon such Contractor, (B) be liable for compliance with applicable provisions of this clause by its Contractors, (C) promptly notify the City and the Department in the event any Contractor fails or refuses to comply therewith and (D) not utilize any Contractors declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, including the City.

(d) City Non-Discrimination Laws. The Concessionaire shall comply with all applicable City Laws regarding non-discrimination, including the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code.

Section 11.3 Non-Collusion, Bribery of a Public Officer or Employee. The Concessionaire shall comply with Section 2-92-320 of the Municipal Code, as follows:
(a) **Prohibition on Contracts with Persons or Business Entities Convicted of Bribery or Collusive Activities.** No Person shall be awarded a contract or subcontract if that Person: (i) has been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Illinois or any agency of the federal government or any state or local government in the United States of America, in that officer’s or employee’s official capacity; (ii) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of completion by agreement to bid a fixed price, or otherwise; or (iii) has made an admission of guilt of such conduct described in clause (i) or (iii) above which is a matter of record but has not been prosecuted for such conduct.

(b) **Ability to Charge Business Entity with Conduct of its Employees or Affiliates.** Where an official, agent or employee of a business entity has committed any offense described in Section 11.3(a) on behalf of such an entity and pursuant to the direction of authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. A business entity may be chargeable with the conduct of an affiliated entity, as defined in Section 2-92-320 of the Municipal Code, if such affiliated entity has committed any offense described in Section 11.3(a).

(c) **Period of Ineligibility.** A Person shall be ineligible for a contract or subcontract pursuant to Section 2-92-320 of the Municipal Code for three years following a conviction or admission. The period of ineligibility may be reduced, suspended or waived by the Mayor under certain circumstances as specified in Section 2-92-320 of the Municipal Code.

**Section 11.4 Cooperation with City Inspector General.**

(a) **Duty to Cooperate with Inspector General.** The Concessionaire shall comply with all provisions of Chapter 2-56 of the Municipal Code, including cooperating with the City Office of Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code.

(b) **Duty to Inform Contractors.** All contracts entered into by the Concessionaire shall inform Contractors of Chapter 2-56 of the Municipal Code and require understanding of and compliance with such Chapter 2-56 of the Municipal Code.

**Section 11.5 Ethics and Conflict of Interest Requirements.**

(a) **Compliance with City Governmental Ethics Ordinance.** The Concessionaire shall comply with Chapter 2-156 of the Municipal Code, entitled “Governmental Ethics.”

(b) **Prohibition on Certain Financial Interests and Inducements.** The Concessionaire represents and warrants that: (i) no officer, agent or employee of the City is employed by the Concessionaire or has a financial interest directly or indirectly in this
Agreement or the compensation to be paid in connection with this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code, and (ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Contractor to the Concessionaire or anyone associated with them, as an inducement for the award of a contract, subcontract or order.

(c)  Prohibition on Certain Conflicts of Interest. The Concessionaire shall comply with the following requirements related to conflicts of interest: (i) no member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with this Agreement is permitted to have any personal interest, direct or indirect, in this Agreement; (ii) no member of or delegate to the Congress of the United States of America or the Illinois General Assembly and no alderman or employee of the City is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it; (iii) the Concessionaire agrees that it, and to the best of its knowledge, its Contractors, if any, presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of the Concessionaire's obligations under this Agreement; and (iv) the Concessionaire agrees that, in the performance of this Agreement, no Person having any conflicting interest will be assigned to perform any obligations or have access to any confidential information, if any, under this Agreement.

Section 11.6  Prevailing Wage.

(a)  Requirement to Pay Prevailing Wage Rates in Connection with Skyway Construction Activities. In connection with any construction activities related to the Skyway during the Term, the Concessionaire shall pay all of its employees that are employed in connection with such construction activities and shall ensure that all of its Contractors pay all of their employees the prevailing wage rates as ascertained from time to time by the Illinois Department of Labor (or its successors).

(b)  Prevailing Wage Rates. Prevailing wage rates as of execution of this Agreement are those applicable to Cook County, State of Illinois, as listed on the Illinois Department of Labor website for the month in which this Agreement is executed. All contracts shall list or otherwise reference the specified rates to be paid to all laborers, workers and mechanics for such craft or type of worker or mechanic employed in the contract. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to all such contracts.

(c)  Definition of Prevailing Wages. The term "prevailing wages," when used in this Agreement, means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the
work is being performed, to employees engaged in work of a similar character on public work.

Section 11.7 Living Wage. The Concessionaire shall comply with and shall cause its Contractors to comply with, the living wage requirements of Section 2-92-610 of the Municipal Code, as it may be amended from time to time, so long as such requirements are in full force and effect. If an employee of the Concessionaire or a Contractor is required to be paid a living wage pursuant to this Section 11.7 and is also subject to payment of a prevailing wage pursuant to Section 11.6 of this Agreement, then the Concessionaire or Contractor, as appropriate, shall pay the employee the higher of the prevailing wage or the living wage.

Section 11.8 MBE/WBE, Affirmative Action and City Resident Requirements.

(a) Minority-Owned And Women-Owned Business Enterprises ("M./W.B.E.s"). The Concessionaire shall comply with the following M./W.B.E. requirements so long as the M./W.B.E. requirements of Section 2-92-420 et seq. of the Municipal Code and the M./W.B.E. construction program requirements of Section 2-92-650 et seq. of the Municipal Code are in full force and effect:

(i) General Requirements. The Concessionaire shall provide for the participation of M./W.B.E.s in contracts related to the Skyway. To this end, the Concessionaire shall establish a policy for the utilization of M./W.B.E.s, a goal for the award of contracts annually, and a reporting procedure agreeable to the Concessionaire and the City.

(ii) Policy. The following statement shall represent the Concessionaire’s policy regarding Equal Opportunity and an M./W.B.E. program:

The Concessionaire is committed to providing fair and representative opportunities for minorities, women and M./W.B.E.s in all contracts related to the Skyway. Neither the Concessionaire nor its Contractors shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts related to the Skyway. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable Law, to ensure that M./W.B.E.s are afforded a fair and representative opportunity to participate in the Concessionaire’s contracts related to the Skyway.

This policy shall be stated in all contracts related to the Skyway, circulated to all employees of the Concessionaire in affected departments, and made known to minority and women entrepreneurs.
(iii) **Liaison.** To ensure compliance and the successful management of the Concessionaire’s M./W.B.E. program, the Concessionaire shall establish a M./W.B.E. liaison for the Skyway with the City. Further, all personnel of the Concessionaire and all others with responsibilities in the supervision of contracts for the Skyway are to see that actions are performed consistent with the M./W.B.E. goals of this Section 11.8.

(iv) **Goals.** The goals to be met by the Concessionaire in contracts related to the Skyway shall be met with utilization of M./W.B.E.s certified by the City subject to the availability of M./W.B.E.s capable of performing the contracts related to the Skyway. These goals shall be administered in a manner to assure the City and the Concessionaire that: (1) Skyway projects shall be completed at a reasonable and acceptable cost to the Concessionaire, (2) Skyway projects shall be completed on a reasonable and acceptable timetable to the Concessionaire and the City, and (3) the quality of Skyway projects shall be reasonable and acceptable to the Concessionaire and the City. The goals of the Concessionaire for annual participation by M./W.B.E.s in Skyway contracts shall be consistent with the applicable goals for the City under the Municipal Code, so long as such requirements are in full force and effect; provided that in no event shall the goals exceed the percentages set forth below. As of the Closing Date, the goals for dollar value of M./W.B.E. participation in contracts related to the Skyway (or subcontracts thereunder) entered into during each calendar year, not including construction contracts (the “Contracts”), shall be:

<table>
<thead>
<tr>
<th>M.B.E.s:</th>
<th>W.B.E.s:</th>
</tr>
</thead>
<tbody>
<tr>
<td>at least 25% of annual dollar value of all</td>
<td>at least 5% of annual dollar value of all</td>
</tr>
<tr>
<td>Contracts.</td>
<td>Contracts.</td>
</tr>
</tbody>
</table>

As of the Closing Date, the goals for dollar value of M./W.B.E. participation in construction contracts related to the Skyway (or subcontracts thereunder) entered into during each calendar year (the “Construction Contracts”), shall be:

<table>
<thead>
<tr>
<th>M.B.E.s:</th>
<th>W.B.E.s:</th>
</tr>
</thead>
<tbody>
<tr>
<td>at least 24% of annual dollar value of all</td>
<td>at least 4% of annual dollar value of all</td>
</tr>
<tr>
<td>Construction Contracts.</td>
<td>Construction Contracts.</td>
</tr>
</tbody>
</table>

For purposes of the foregoing provisions, all contracts entered into by the Operator shall be deemed to be contracts entered into by the Concessionaire and shall be subject to the aforestated goals. A contract by which the Concessionaire retains the Operator shall not be considered a contract for purposes of the foregoing provisions; *provided, however,* that any contracts entered by the Operator pursuant to such contract shall be subject to the preceding sentence.
(v) **Eligibility.** Only those Persons certified by the City as an M.B.E. and/or a W.B.E. pursuant to Section 2-92-420 *et seq.* of the Municipal Code shall be eligible for purposes of meeting the goals for Contracts established by Section 11.8(a)(iv) and only those Persons certified by the City as an M.B.E. and/or a W.B.E. pursuant to Section 2-92-650 *et seq.* of the Municipal Code shall be eligible for purposes of meeting the goals for Construction Contracts established by Section 11.8(a)(iv).

(vi) **Reporting.** The Concessionaire shall submit to the City a M./W.B.E. progress report annually, on forms or on a format established by the City and agreeable to the Concessionaire, that lists separately for Contracts and for Construction Contracts the following items: (1) the total amount of prime and subcontract awards during the year and, for any contract awards to M./W.B.E.s resulting therefrom, the name of the M./W.B.E. and the amount of the contract with the M./W.B.E.; (2) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to M./W.B.E.s; (3) a projection of the total amount of prime and subcontracts to be awarded and of M./W.B.E. contracts anticipated to be awarded during the next year; (4) all M./W.B.E. subcontracts that have been completed and for which final payment has been made during the year; (5) an evaluation of the overall progress to date towards the M./W.B.E. goals for Skyway contracts; and (6) in the event that the progress report indicates that the M./W.B.E. goals for Skyway contracts are not being met, either (A) a plan for achieving the specified minimum participation as soon as possible or (B) a request that the City waive the Concessionaire’s M./W.B.E. goal for the calendar year on the basis that it is impracticable or excessively costly to obtain qualified M./W.B.E.s to perform sufficient work to fulfill the Concessionaire’s M./W.B.E. goal for the calendar year.

(b) **Equal Employment Opportunity and Affirmative Action Plan.** In connection with any construction activities related to the Skyway during the Term, so long as the requirements of Section 2-92-390 of the Municipal Code are in full force and effect, the Concessionaire shall establish, maintain and implement a written Equal Employment Opportunity and Affirmative Action Plan (the "E.E.O./A.A. Plan"), which plan is acceptable to the City and the Concessionaire. The E.E.O./A.A. Plan will provide for the following goals for employment of women and minorities:

- **Minority Employment:**
  - 25% of skilled hours
  - 40% of laborer hours

- **Women's Employment:**
  - 7% of skilled hours
  - 10% of laborer hours

(c) **Chicago Residency Requirements.** The Concessionaire shall comply with, and shall cause its Contractors to comply with, the residential preference requirements of Section 2-92-330 of the Municipal Code, as it may be amended from time to time, so long as such requirements are in full force and effect, provided, however, that for purposes of this Agreement such requirements shall apply (i) to all employees of
the Concessionaire and the Operator, such that at least 50% of such employees shall be actual Chicago residents and (ii) with respect to any construction project related to the Skyway, such that the total hours worked on the site of the construction project by employees of Contractors shall be performed at least 50% by actual residents of the City of Chicago.

(d) Reporting and Compliance. The Concessionaire shall submit to the City progress reports annually on forms or on a format established by the City and agreeable to the Concessionaire, that provide required information concerning the Concessionaire’s compliance with the Concessionaire’s E.E.O. and Affirmative Action Plan and Chicago residency requirements.

Section 11.9 MacBride Principles. If the Concessionaire conducts business operations in Northern Ireland, the Concessionaire is required during the Term to make all reasonable and good faith efforts to conduct any such business operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220), so long as the MacBride Ordinance in Section 2-92-580 of the Municipal Code is in full force and effect.

ARTICLE 12
INDEMNIFICATION

Section 12.1 Indemnification by the Concessionaire. The Concessionaire shall indemnify and hold harmless the City and each of its Representatives from and against any Losses actually suffered or incurred by the City or any such Representative, based upon, arising out of, related to, occasioned by or attributable to (i) any failure by the Concessionaire, its Affiliates or their respective Representatives to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or, subject to Section 9.4(b), any breach by the Concessionaire of its representations or warranties set forth herein, (ii) any Assumed Liabilities, (iii) any tax or mortgage recording charge attributable to any Transfer of the Concessionaire Interest or any part thereof or (iv) any claim for brokerage commissions, fees or other compensation by any Person who acted on behalf of the Concessionaire, its Affiliates or their respective Representatives in connection with this Agreement, any Transfer of the Concessionaire Interest or any part thereof or any other matter affecting the Skyway; provided, however, that, except with respect to Claims resulting from Third Party Claims, Claims are made in writing within a period of three years from the expiration of the Term or earlier termination of this Agreement or within such shorter period as may be prescribed by the applicable statute of limitations.

Section 12.2 Indemnification by the City. The City shall indemnify and hold harmless the Concessionaire and each of its Representatives against and from any Losses actually suffered or incurred by the Concessionaire or any such Representative, based upon, arising out of, related to, occasioned by or attributable to (i) any failure by the City or its Representatives to comply with, observe or perform any of the covenants,
obligations, agreements, terms or conditions in this Agreement or, subject to Section 9.4(a), any breach by the City of its representations or warranties set forth herein, (ii) any Excluded Liabilities, (iii) any claim for brokerage commissions, fees or other compensation by any Person who acted on behalf of the City or its Representatives in connection with this Agreement, or any other matter affecting the Skyway; provided, however, that, except with respect to Claims resulting from Third Party Claims, Claims are made in writing within a period of three years of the expiration of the Term or earlier termination of this Agreement or within such shorter period as may be prescribed by the applicable statute of limitations.

Section 12.3 Agency for Representatives. Each of the City and the Concessionaire agrees that it accepts each indemnity in favor of any of its Representatives as agent and trustee of that Representative and agrees that each of the City and the Concessionaire may enforce an indemnity in favor of its Representatives on behalf of that Representative.

Section 12.4 Third Party Claims.

(a) Notice of Third Party Claim. If an Indemnified Party receives notice of the commencement or assertion of any Third Party Claim, the Indemnified Party shall give the Indemnifier reasonably prompt notice thereof, but in any event no later than 30 days after receipt of such notice of such Third Party Claim. Such notice to the Indemnifier shall describe the Third Party Claim in reasonable detail (and include a copy of any complaint or related documents) and shall indicate, if reasonably practicable, the estimated amount of the Loss that has been or may be sustained by the Indemnified Party.

(b) Defense of Third Party Claim. The Indemnifier may participate in or assume the defense of any Third Party Claim by giving notice to that effect to the Indemnified Party not later than 30 days after receiving notice of that Third Party Claim (the “Notice Period”). The Indemnifier’s right to do so shall be subject to the rights of any insurer or other Party who has potential liability in respect of that Third Party Claim. The Indemnifier agrees to pay all of its own expenses of participating in or assuming each defense. The Indemnified Party shall co-operate in good faith in the defense of each Third Party Claim, even if the defense has been assumed by the Indemnifier and may participate in such defense assisted by counsel of its own choice at its own expense. If the Indemnified Party has not received notice within the Notice Period that the Indemnifier has elected to assume the defense of such Third Party Claim, the Indemnified Party may assume such defense, assisted by counsel of its own choosing and the Indemnifier shall be liable for all reasonable costs and expenses paid or incurred in connection therewith and any Loss suffered or incurred by the Indemnified Party with respect to such Third Party Claim.

(c) Assistance for Third Party Claims. The Indemnifier and the Indemnified Party will use all reasonable efforts to make available to the Party which is undertaking and controlling the defense of any Third Party Claim (the “Defending
Party”), (i) those employees whose assistance, testimony and presence is necessary to assist the Defending Party in evaluating and in defending any Third Party Claim, and (ii) all documents, records and other materials in the possession of such Party reasonably required by the Defending Party for its use in defending any Third Party Claim, and shall otherwise co-operate with the Defending Party. The Indemnifier shall be responsible for all reasonable expenses associated with making such documents, records and materials available and for all expenses of any employees made available by the Indemnified Party to the Indemnifier hereunder, which expense shall not exceed the actual cost to the Indemnified Party associated with such employees.

(d) Settlement of Third Party Claims. If an Indemnifier elects to assume the defense of any Third Party Claim as provided in Section 12.4(b), the Indemnifier shall not be liable for any legal expenses subsequently incurred by the Indemnified Party in connection with the defense of such Third Party Claim. However, if the Indemnifier fails to take reasonable steps necessary to defend diligently such Third Party Claim within 30 days after receiving notice from the Indemnified Party that the Indemnified Party bona fide believes on reasonable grounds that the Indemnifier has failed to take such steps, the Indemnified Party may, at its option, elect to assume the defense of and to compromise or settle the Third Party Claim assisted by counsel of its own choosing and the Indemnifier shall be liable for all reasonable costs and expenses paid or incurred in connection therewith. The Indemnified Party shall not settle or compromise any Third Party Claim without obtaining the prior written consent of the Indemnifier unless such settlement or compromise is made without any liability to, and does not require any action on the part of, the Indemnifier.

Section 12.5 Direct Claims. Any Direct Claim shall be asserted by giving the Indemnifier reasonably prompt notice thereof, but in any event not later than 60 days after the Indemnified Party becomes aware of such Direct Claim. The Indemnifier shall then have a period of 30 days within which to respond in writing to such Direct Claim. If the Indemnifier does not so respond within such 30 day period, the Indemnifier shall be deemed to have rejected such Claim, and in such event the Indemnified Party may submit such Direct Claim to the dispute resolution process set forth in Article 19.

Section 12.6 Failure to Give Timely Notice. A failure to give timely notice as provided in this Article 12 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, a Party which was entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise directly and materially damaged as a result of such failure. However, this Section 12.6 shall have no effect whatever on the survival provisions set out in Section 9.4 and the rights of the Parties with respect thereto.

Section 12.7 Reductions and Subrogation. If the amount of any Loss incurred by an Indemnified Party at any time subsequent to the making of an indemnity payment hereunder (an “Indemnity Payment”) is reduced by any recovery, settlement or
otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person, the amount of such reduction (less any costs, expenses (including Taxes) or premiums incurred in connection therewith), together with interest thereon from the date of payment thereof at the Bank Rate, shall promptly be repaid by the Indemnified Party to the Indemnifier. Upon making a full Indemnity Payment, the Indemnifier shall, to the extent of such Indemnity Payment, be subrogated to all rights of the Indemnified Party against any third party in respect of the Loss to which the Indemnity Payment relates. Until the Indemnified Party recovers full payment of its Loss, any and all claims of the Indemnifier against any such third party on account of such Indemnity Payment shall be postponed and subordinated in right of payment to the Indemnified Party’s rights against such third party.

Section 12.8 Payment and Interest. All amounts to be paid by an Indemnifier hereunder shall bear interest at a rate per annum equal to the Bank Rate, calculated annually and payable monthly, both before and after judgment, from the date that the Indemnified Party disbursed funds, suffered damages or losses or incurred a loss, liability or expense in respect of a Loss for which the Indemnifier is liable to make payment pursuant to this Article 12, to the date of payment by the Indemnifier to the Indemnified Party.

Section 12.9 Limitation on Certain Claims. No Claim may be made by the Concessionaire or its Representatives against the City under Section 12.2 for the breach of any representation or warranty made or given by the City in Section 9.1 unless (i) the Loss suffered or incurred by the Concessionaire in connection with such breach is in excess of $10,000 and (ii) the aggregate of all Losses suffered or incurred by the Concessionaire in connection with breaches of representations and warranties in Section 9.1 exceeds $3,000,000 in the aggregate, in which event the amount of all such Losses in excess of such amount may be recovered by the Concessionaire; provided, however, that the maximum aggregate liability of the City to the Concessionaire in respect of such Losses shall not exceed 50% of the Rent; provided, further, that this Section 12.9 shall not apply to Claims for the breach of the representations or warranties in Section 9.1(a), (b), (c), (d), (e), (f) or (g) or to Claims for fraud, intentional misrepresentation or intentional breach of the representations or warranties in Section 9.1.

Section 12.10 Admiralty; Other Matters. (a) The Concessionaire waives the right to receive the benefits of or to invoke the protection afforded by all maritime statutory limitations of liability, including the Limitation of Vessel Owner’s Liability Act, 46 App. U.S.C. § 183 et seq., that could act to diminish Concessionaire’s liability for any harm or damage arising from the Concessionaire’s performance of its obligations under this Agreement in any manner or for all claims or other costs arising from or occasioned by the Concessionaire’s operations on any waterways, including Lake Michigan, the Calumet River and the Chicago River. This Section 12.10(a) is not intended to avoid or waive federal jurisdiction under the applicable admiralty laws. This
waiver extends only to the City and its Representatives, and not to third parties seeking recovery for claims solely against the Concessionaire. Without limiting the Concessionaire’s waiver, the Concessionaire specifically consents to pay all sums in respect of any claims against the City and its Representatives and other Losses suffered by the City and its Representatives arising from or occasioned by the Concessionaire’s or its Representatives’ operations in or on waterways, including the following: (i) loss or damage to any other ship, or its Representatives’ vessel or boat caused proximately or otherwise by the Concessionaire’s or its Representatives’ vessel, or loss of the cargo or the other ship, vessel or boat; (ii) loss of life or personal injury, or for any cost of life salvage; (iii) loss or damage to any harbor, dock, building, graving or otherwise, slipway, pontoon, pier, quay, tunnel, jetty, stage, buoy, cables of any kind, or other fixed or movable object or property whatsoever; (iv) the cost of the removal, raising or destruction of the wreck of any vessel the Concessionaire or its Representatives employ in performing its obligations under this Agreement; (v) if a vessel is disabled or otherwise, the cost of towage or other salvage of any vessel the Concessionaire employs in performing its obligations under this Agreement; and (vi) loss or damage to the bottom, banks, or shoreline of the waterway.

(b) To the extent permissible by applicable law, the Concessionaire waives any limits to the amount of its obligations to defend, indemnify, hold harmless or contribute to any sums due under any Losses, including any claim by any employee of Concessionaire, that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, Koteeki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)).

Section 12.11 Offset Rights; Limitations on Certain Damages.

(a) Any other provision herein notwithstanding, each Party’s obligations under this Agreement are subject to, and each Party shall have the benefit of, all defenses, counterclaims, rights of offset or recoupment or other claims and rights, including the right to deduct payments due to the other Party hereunder (collectively, “Offsets”) which such Party may have at any time against such other Party (or any of their respective successors and assigns) or any transferee or assignee of any such other Party’s rights as against such Party or any part thereof or interest therein, whether the claim or right of such Party relied upon for such purpose is matured or unmatured, contingent or otherwise, and no transfer or assignment of this Agreement or any other obligation of such other Party, or of any rights in respect thereof, pursuant to any plan of reorganization or liquidation or otherwise shall affect or impair the availability to each Party of the Offsets.

(b) In no event shall any Party be liable to the other Party under this Agreement for exemplary or punitive damages (except for claims for fraud or for intentional misrepresentation or intentional breach).
Section 12.12 Survival. This Article 12 shall remain in full force and effect in all circumstances and shall not be terminated by any breach (fundamental, negligent or otherwise) by any Party of its representations, warranties or covenants hereunder or by any termination or rescission of this Agreement by any Party.

ARTICLE 13

INSURANCE

Section 13.1 Insurance Coverage Required. The Concessionaire shall provide and maintain at the Concessionaire's own expense, or cause to be maintained, during the Term and during any time period following expiration if the Concessionaire is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring the Skyway and all Skyway Operations (the "Required Coverages").

(a) Workers' Compensation and Employer's Liability. The Concessionaire shall provide Workers' Compensation Insurance, as prescribed by applicable Law, covering all employees who agree to provide a service under this Agreement and Employer's Liability Insurance coverage with limits of not less than $500,000 each accident or illness.

(b) Commercial General Liability (Primary and Umbrella). The Concessionaire shall provide Commercial General Liability Insurance or equivalent with limits of not less than $75,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to, the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, terrorism (if available) and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.

(c) Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned or hired) are used in connection with work to be performed, the Concessionaire shall provide or cause to be provided Automobile Liability Insurance with limits of not less than $10,000,000 per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

(d) Builder's Risk. When the Concessionaire undertakes any construction, maintenance or repairs to the Skyway, including improvements and betterments pursuant to this Agreement, the Concessionaire shall provide or cause to be provided All Risk Builder's Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the Skyway. Coverage shall include, but not be limited to, the following: right to partial occupancy, boiler and machinery, earth movement, flood, business income, valuable papers and other
consequential loss, when applicable. The City shall be named as an additional insured and, subject to the claims of any Leasehold Mortgagee, a loss payee.

(e) Professional Liability. When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts; errors or omissions shall be maintained with limits of not less than $2,000,000. Coverage shall include contractual liability for liability of others, including the City, assumed under any written contract or agreement for breach of professional services or duty caused by or on behalf of the Concessionaire. When policies are renewed or replaced, the policy retroactive date shall coincide with, or precede, start of work in connection with this Agreement. A claims-made policy which is not renewed or replaced shall have an extended reporting period of 2 years.

(f) Property. The Concessionaire shall obtain All Risk Property Insurance at full replacement cost, covering all loss, damage or destruction to the Skyway, including improvements and betterments; provided, however, that the limits of such coverage may be based on a probable maximum loss analysis, subject to the City’s approval of such probable maximum loss analysis by an independent third party that is reasonably acceptable to the City. Coverage shall include, but not be limited to, the following: equipment breakdown, flood, earth movement, collapse, water including overflow, leakage, sewer backup or seepage, utility interruption, debris removal, business ordinance or law for increased cost of construction, extra expense, boiler and machinery, valuable papers and, if available, terrorism. Coverage shall also include business income, which shall be subject to a limit that is separate from and in addition to the limit of full replacement cost for property. The City is to be named as an additional insured. Subject to the claims of any Leasehold Mortgagee, the City and the Depositary are to be named as loss payees. The Concessionaire shall be responsible for any loss or damage to City property at full replacement cost. The Concessionaire shall be responsible for all loss or damage to personal property (including, but not limited to, materials, fixtures/contents, equipment, tools and supplies) of the Concessionaire unless caused by the City or its Representatives.

(g) Pollution Legal Liability. Pollution Legal Liability Insurance shall be provided covering bodily injury, property damage and other losses caused by pollution conditions occurring during the Term with limits of not less than $5,000,000 per occurrence. Coverage shall include, but not be limited to, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date shall, if practicable, coincide with or precede, start of work in connection with this Agreement. A claims-made policy which is not renewed or replaced shall have an extended reporting period of 2 years. The City is to be named as an additional insured.

(h) Railroad Protective Liability. When any work is to be done adjacent to or on railroad or transit property, the Concessionaire shall provide, with
respect to the operations that the Concessionaire or Contractors perform, Railroad Protective Liability Insurance in the name of the applicable railroad or transit entity. The policy shall have limits of not less than $2,000,000 per occurrence and $6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

Section 13.2 Additional Requirements.

(a) Evidence of Insurance. The Concessionaire shall deliver or cause to be delivered to the City of Chicago, Department of Finance, Risk Management Office, 333 South State Street, Room 400, Chicago, Illinois 60604, original Certificates of Insurance on the City of Chicago Insurance Certificate Form or equivalent evidencing the Required Coverages on or before the Closing Date, and shall provide or cause to be provided, not less than 60 days prior to expiration of the then current coverages, Renewal Certificates of Insurance, or such similar evidence, if such coverages have an expiration or renewal date occurring during the Term. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain certificates or other insurance evidence from the Concessionaire shall not be deemed to be a waiver by the City. The Concessionaire shall advise all insurers of provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Concessionaire of the obligation to provide insurance as specified herein. Except as otherwise expressly set forth herein, each Required Coverage may be reviewed by the City for compliance with the terms of this Agreement. Each Required Coverage shall be signed by the insurer responsible for the risks insured against or by the insurer’s authorized representative. All Required Coverages shall be placed with insurers reasonably acceptable to the City; provided, that all such insurers, at a minimum, shall have a rating of A(VII) or better by A.M. Best Company (unless the City consents to waive this requirement).

(b) Notice of Cancellation, Material Change or Violation. All Required Coverages shall provide for 90 days prior written notice to be given to the City by the insurer in the event coverage is substantially changed, canceled or non-renewed. The City shall be permitted (but not obligated) to pay any delinquent premiums before the cancellation date specified by the insurer in any notice of cancellation for non-payment of premium in order to maintain such coverage in full force and effect and the Concessionaire shall reimburse the City for any delinquent premiums paid by the City on demand without any days of grace and without prejudice to any other rights and remedies of the City hereunder. The Concessionaire shall not cancel, terminate, materially change to the detriment of the City or replace any Required Coverage.

(c) Deductibles. All Required Coverages may contain deductibles or self-insured retentions not to exceed amounts reasonably acceptable to the City. Any and
all deductibles or self-insured retentions on Required Coverages shall be borne by the Concessionaire or its Contractors.

(d) **Inflation Adjustment.** The amounts of coverage required by Section 13.1 shall be Adjusted for Inflation each succeeding fifth anniversary of the Closing Date.

(e) **Waiver of Subrogation by Insurers.** Each of the Required Coverages shall include a waiver by the insurer of its rights of subrogation against the City, its employees, elected officials, agents or representatives.

(f) **City’s Right to Insure.** If the Concessionaire fails to obtain and maintain or cause to be obtained and maintained the insurance required by this Article 13, the City shall have the right (without any obligation to do so), upon 2 days’ notice to the Concessionaire in a non-emergency situation or forthwith in an emergency situation and without assuming any obligation in connection therewith, to effect such insurance and all costs and expenses of the City in connection therewith shall be payable by the Concessionaire to the City on demand without any days of grace and without prejudice to any other rights and remedies of the City hereunder. Such insurance taken out by the City shall not relieve the Concessionaire of its obligations to insure hereunder and the City shall not be liable for any loss or damage suffered by the Concessionaire in connection therewith.

(g) **No Limitation as to Concessionaire Liabilities.** The Concessionaire expressly understands and agrees that any coverages and limits furnished by the Concessionaire shall in no way limit the Concessionaire’s liabilities and responsibilities specified within this Agreement or by Law.

(h) **No Contribution by City.** The Concessionaire expressly understands and agrees that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the Concessionaire under this Agreement.

(i) **Insurance Not Limited by Indemnification.** The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

(j) **Insurance Requirements of Contractors.** The Concessionaire shall require in each contract with any Contractor or subtenant (where such Contractor or subtenant is not covered by the Required Coverages) that such Contractor or subtenant obtain coverages reasonably comparable to the Required Coverages that are reasonably appropriate in their limits and other terms and conditions to the nature of the contract with the Contractor or subtenant. Such coverages shall insure the interests of the City, its employees, elected officials, agents and representatives, the Concessionaire and any other Contractors or subtenants in respect of the applicable work being performed and shall be
subject to the same (or comparable) coverage and administrative requirements as are imposed on the Concessionaire pursuant to this Agreement. When requested to do so by the City, the Concessionaire shall provide or cause to be provided to the City Certificates of Insurance with respect to such insurance coverages or such other evidence of insurance, acceptable in form and content to the City.

(k) **Other Insurance Obtained by Concessionaire.** If the Concessionaire or its Contractors or subtenants desire coverages in addition to the Required Coverages, the Concessionaire and each Contractor or subtenant shall be responsible for the acquisition and cost of such additional coverages. If the Concessionaire or its Contractors or subtenants obtain any property, liability or other insurance coverages in addition to the Required Coverages ("Additional Coverages"), then the Concessionaire or its Contractors shall (i) notify the City as to such Additional Coverages, (ii) provide the City with any documentation relating to the Additional Coverages, including Certificates of Insurance, that the City reasonably requests and (iii) at the City's election, cause the City, its employees, elected officials, agents and representatives to be named as additional insureds under such Additional Coverages.

(l) **Cooperation.** The City and the Concessionaire shall do all acts, matters and things as may be reasonably necessary or required to expedite the adjustment of any loss or damage covered by insurance hereunder so as to expedite the release and dedication of proceeds of such insurance in the manner and for the purposes herein contemplated.

(m) **City's Right to Modify.** The City (through its Risk Management Department) shall have the right to modify, delete, alter or change insurance coverage requirements set forth in this Section 13.2 to reflect known material changes in insurance coverages for Comparable Highways or operations comparable to the Skyway Operations or known material changes in insurance exposures associated with the Skyway, provided that the Concessionaire shall not have any obligation to procure or maintain at its cost any additional insurance unless an independent insurance consultant shall have delivered to the Concessionaire its opinion to the effect that the additional coverages are required pursuant to the above-stated criteria and such additional coverages are commercially available at reasonable rates. Notwithstanding anything to the contrary herein, if any insurance (including the limits or deductibles thereof) required to be maintained under this Agreement shall not be available at commercially reasonable rates, the Concessionaire shall have the right to request that the City consent to waive such requirement. Any such waiver shall be effective only so long as such insurance shall not be available at commercially reasonable rates, provided that during the period of such waiver, the Concessionaire maintains the maximum amount of such insurance otherwise available at commercially reasonable rates.
Section 13.3 Damage and Destruction.

(a) Obligations of Concessionaire. If all or any part of any of the Skyway shall be destroyed or damaged during the Term in whole or in part by fire or other casualty of any kind or nature (including any casualty for which insurance was not obtained or obtainable), ordinary or extraordinary, foreseen or unforeseen, the Concessionaire shall: (i) give the City notice thereof promptly after the Concessionaire receives actual notice of such casualty; (ii) at its sole cost and expense, whether or not insurance proceeds, if any, shall be equal to the estimated cost of repairs, alterations, restorations, replacement and rebuilding (the “Casualty Cost”), proceed diligently to repair, restore or rebuild the same to the condition existing prior to the happening of such fire or other casualty (any such activity being a “Restoration”) at a cost not less than the Casualty Cost; and (iii) deposit all insurance proceeds received by the Concessionaire in connection with any Restoration with a Depositary; provided, however, that if at any time the Casualty Cost exceeds the net insurance proceeds actually deposited with the Depositary, then the Concessionaire shall also deposit with the Depositary such cash as is sufficient to cover the difference between the Casualty Cost and the net insurance proceeds (collectively, with any interest earned thereon, the “Restoration Funds”); provided, further, that the procedures of this clause (iii) of this Section 13.3(a) shall only apply to casualty events in which the cost of Restoration exceeds $1,000,000.

(b) Rights of City. If (i) the Concessionaire shall fail or neglect to commence the diligent Restoration of the Skyway or the portion thereof so damaged or destroyed, (ii) having so commenced such Restoration shall fail to diligently complete the same in accordance with the terms of this Agreement or (iii) prior to the completion of any such Restoration by the Concessionaire, this Agreement shall expire or be terminated in accordance with the terms of this Agreement, the City may, but shall not be required to, complete such Restoration at the Concessionaire’s expense and shall be entitled to be paid out of the Restoration Funds, but such payment shall not limit the Concessionaire’s obligation to pay the City’s reasonable Restoration expenses, less amounts received by the City from such Restoration Funds. In any case where this Agreement shall expire or be terminated prior to the completion of the Restoration, the Concessionaire shall (x) account to the City for all amounts spent in connection with any Restoration which was undertaken, (y) pay over or cause the Depositary to pay over to the City, within 30 days after demand therefor, the remainder, if any, of the Restoration Funds received by the Concessionaire prior to such termination or cancellation and (z) pay over or cause the Depositary to pay over to the City, within 30 days after receipt thereof, any Restoration Funds received by the Concessionaire or the Depositary subsequent to such termination or cancellation. The Concessionaire’s obligations under this Section 13.3(b) shall survive the expiration or termination of this Agreement.

(c) Payment of Restoration Funds to Concessionaire. Subject to the satisfaction by the Concessionaire of all of the terms and conditions of this Section 13.3, the Depositary shall pay to the Concessionaire from time to time, any Restoration Funds,
but not more than the amount actually collected by the Depositary upon the loss, together
with any interest earned thereon, after reimbursing itself therefrom, as well as the City, to
the extent, if any, of the reasonable expenses paid or incurred by the Depositary and the
City in the collection of such monies, to be utilized by the Concessionaire solely for the
Restoration, such payments to be made as follows:

(i) prior to commencing any Restoration, the Concessionaire
shall furnish the City with an estimate of the cost of such Restoration, prepared by an
architect or engineer;

(ii) the Restoration Funds shall be paid to the Concessionaire in
installments as the Restoration progresses, subject to Section 13.3(c)(iii), based upon
requisitions to be submitted by the Concessionaire to the Depositary and the City in
compliance with Section 13.3(d), showing the cost of labor and materials purchased for
incorporation in the Restoration, or incorporated therein since the previous requisition,
and due and payable or paid by the Concessionaire; provided, however, that if any lien is
filed against the Skyway or any part thereof in connection with the Restoration, the
Concessionaire shall not be entitled to receive any further installment until such lien is
satisfied or discharged (by bonding or otherwise); provided, further, that notwithstanding
the foregoing, but subject to the provisions of Section 13.3(c)(iii), the existence of any
such lien shall not preclude the Concessionaire from receiving any installment of
Restoration Funds so long as such lien will be discharged with funds from such
 installment and at the time the Concessionaire receives such installment the
Concessionaire delivers to the City and the Depositary a release of such lien executed by
the lienor and in recordable form;

(iii) the amount of any installment to be paid to the
Concessionaire shall be (A) the product of (x) the total Restoration Funds and (y) a
fraction, the numerator of which is the cost of labor and materials theretofore incurred by
the Concessionaire in the Restoration and the denominator of which is the Casualty Cost,
less (B) all payments theretofore made to the Concessionaire out of the Restoration Funds
and less (C) 10% of the amount determined by the calculation described in clauses (A)
and (B) of this Section 13.3(c)(iii), except that no amounts due shall be withheld for
architects’ or engineers’ fees or permitting or other governmental fees in connection with
the Restoration or with respect to each Contractor upon the final completion of each such
Contractor’s respective work, provided that the unapplied portion of the funds held by the
Depositary are sufficient to complete the Restoration; provided, however, that all
disbursements to the Concessionaire shall be made based upon an architect’s or
engineer’s certificate for payment in accordance with industry standards, and
disbursements may be made for advance deposits for material and Contractors to the
extent that such disbursements are customary in the industry and provided that the
unapplied portion of the funds held by the Depositary are sufficient to complete the
Restoration; and
(iv) except as provided in Section 13.3(b), upon completion of and payment for the Restoration by the Concessionaire, subject to the rights of any Leasehold Mortgagee, the Depositary shall pay the balance of the Restoration Funds, if any, to the Concessionaire; provided, however, that if the insurance proceeds are insufficient to pay for the Restoration (or if there shall be no insurance proceeds), the Concessionaire shall nevertheless be required to make the Restoration and provide the deficiency in funds necessary to complete the Restoration as provided in Section 13.3(a)(iii).

(d) **Conditions of Payment.** The following shall be conditions precedent to each payment made to the Concessionaire as provided in Section 13.3(c) above:

(i) at the time of making such payment, no Concessionaire Default exists;

(ii) the Restoration shall be carried out under the supervision of the architect or engineer, and there shall be submitted to the Depositary and the City the certificate of the architect or engineer stating that (A) the materials and other items which are the subject of the requisition have been delivered to the Skyway (except with respect to requisitions for advance deposits permitted under Section 13.3(c)(iii)), free and clear of all Encumbrances, and no unsatisfied or unbonded mechanic's or other liens have been claimed, except for any mechanic's lien for claims that will be discharged, by bonding or otherwise, with funds to be received pursuant to such requisition (provided that a release of such lien is delivered to the Depositary in accordance with Section 13.3(c)(iii)), (B) the sum then requested to be withdrawn either has been paid by the Concessionaire or is due and payable to Contractors, engineers, architects or other Persons (whose names and addresses shall be stated), who have rendered or furnished services or materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the several amounts so paid or due to each of such Persons in respect thereof, and stating in reasonable detail the progress of the work up to the date of such certificate, (C) no part of such expenditures has been made the basis, in any previous requisition (whether paid or pending), for the withdrawal of Restoration Funds or has been made out of the Restoration Funds received by the Concessionaire, (D) the sum then requested does not exceed the value of the services and materials described in the certificate, (E) the work relating to such requisition has been performed in accordance with this Agreement, (F) the balance of the Restoration Funds held by the Depositary will be sufficient upon completion of the Restoration to pay for the same in full, and stating in reasonable detail an estimate of the cost of such completion and (G) in the case of the final payment to the Concessionaire, the Restoration has been completed in accordance with this Agreement.

(c) **Payment and Performance Bonds.** If the Concessionaire obtains payment or performance bonds related to a Restoration (which the Concessionaire may or
may not obtain in its sole discretion), the Concessionaire shall name the City and the Concessionaire and the Leasehold Mortgagee, as their interests may appear, as obligees, and shall deliver copies of any such bonds to the City promptly upon obtaining them.

(f) **Benefit of City.** The requirements of this Section 13.3 are for the benefit only of the City, and no Contractor or other Person shall have or acquire any claim against the City as a result of any failure of the City actually to undertake or complete any Restoration as provided in this Section 13.3 or to obtain the evidence, certifications and other documentation provided for herein.

(g) **Investment of Restoration Funds.** Restoration Funds deposited with a Depositary shall be invested and reinvested in Eligible Investments, and all interest earned on such investments shall be added to the Restoration Funds.

(h) **Rights of Leasehold Mortgagee.** The City acknowledges and agrees that any Restoration Funds not applied to a Restoration as provided in this Section 13.3 shall be subject to the lien or liens of any Leasehold Mortgage.

**ARTICLE 14**  
**ADVERSE ACTIONS**

Section 14.1 **Adverse Action.**

(a) An "Adverse Action" shall occur if the City, Cook County or the State of Illinois (or any subdivision or agency of any of the foregoing) takes action at any time during the Term (including enacting any Law) and the effect of such action is reasonably expected (i) to be principally borne by the Concessionaire and (ii) to have a material adverse effect on the fair market value of the Concessionaire Interest, except where such action is in response to any act or omission on the part of the Concessionaire that is illegal (other than an act or omission rendered illegal by virtue of the Adverse Action) or such action is otherwise permitted under this Agreement; provided, however, that none of the following shall be an Adverse Action: (A) the development, redevelopment, construction, maintenance, modification or change in the operation of any existing or new mode of transportation (including a road, street or highway) that results in the reduction of Toll Revenues or in the number of vehicles using the Skyway Toll Bridge, (B) an increase in Taxes of general application or (C) a Leasehold Tax Imposition.

(b) If an Adverse Action occurs, the Concessionaire shall have the right to (i) be paid by the City the Concession Compensation with respect thereto (such Concession Compensation, the "AA-Compensation") or (ii) terminate this Agreement and be paid by the City the Skyway Concession Value, in either case by giving notice in the manner described in Section 14.1(c).
(c) If an Adverse Action occurs, the Concessionaire shall give notice (the “AA-Preliminary Notice”) to the City within 30 days following the date on which the Concessionaire first became aware of the Adverse Action stating an Adverse Action has occurred. Within 180 days following the date of delivery of the AA-Preliminary Notice, the Concessionaire shall give the City another notice (the “AA-Notice”) setting forth (i) details of the effect of said occurrence that is principally borne by the Concessionaire generally and not by others, (ii) details of the material adverse effect of the said occurrence on the fair market value of the Concessionaire Interest, (iii) a statement as to which right in Section 14.1(b) the Concessionaire elects to exercise, and (iv) if the Concessionaire elects to exercise the right to Concession Compensation under Section 14.1(b), the amount claimed as AA-Compensation and details of the calculation thereof. The City shall, after receipt of the AA-Notice, be entitled by notice to require the Concessionaire to provide such further supporting particulars as the City may reasonably consider necessary. If the City wishes to dispute the occurrence of an Adverse Action or the amount of AA-Compensation, if any, claimed in the AA-Notice, the City shall give notice to dispute (the “AA-Dispute Notice”) to the Concessionaire within 30 days following the date of receipt of the AA-Notice stating the grounds for such dispute. If neither the AA-Notice nor the AA-Dispute Notice has been withdrawn within 30 days following the date of receipt of the AA-Dispute Notice by the Concessionaire, the matter shall be submitted to the dispute resolution procedure in Article 19.

(d) If the Concessionaire has elected to exercise its right to AA-Compensation, the City shall pay the amount of Concession Compensation claimed to the Concessionaire within 60 days following the date of receipt of the AA-Notice, or if a AA-Dispute Notice has been given, then not later than 60 days following the date of determination of the AA-Compensation (together with interest at the Bank Rate from the date of receipt of the AA-Dispute Notice to the date on which payment is due), provided that the City may defer any such payment for an additional 120 days if the City determines, in its discretion, that such additional period is necessary in order to obtain financing or otherwise to obtain the necessary funds to make such a payment.

Section 14.2 Leasehold Tax Imposition. If a Leasehold Tax Imposition occurs at any time during the Term, the Concessionaire shall have the right to terminate this Agreement and be paid by the City the Skyway Concession Value (which amount shall include the amount of any property tax paid by the Concessionaire as a result of such Leasehold Tax Imposition) by giving notice (the “LT-Preliminary Notice”) to the City within 30 days following the date on which the Concessionaire first became aware (or should have been aware, using reasonable due diligence) of a Leasehold Tax Imposition stating that a Leasehold Tax Imposition has occurred. Within 180 days following the date of receipt of the LT-Preliminary Notice, the Concessionaire must give the City another notice (the “LT-Notice”) setting forth (i) the details of the property taxes that will be, or have been, levied, rated, charged, imposed or assessed against the Concessionaire Interest and (ii) a statement that the Concessionaire elects to exercise its
right to terminate this Agreement. The City shall, after receipt of the LT-Notice, be entitled by notice to require the Concessionaire to provide such further supporting particulars as the City may reasonably consider necessary. If the City wishes to dispute the occurrence of a Leasehold Tax Imposition claimed in the LT-Notice, the City shall give notice to dispute (the "LT-Dispute Notice") to the Concessionaire within 30 days following the date of receipt of the LT-Notice stating the grounds for such dispute. If neither the LT-Notice nor the LT-Dispute Notice has been withdrawn within 30 days following the date of receipt of the LT-Dispute Notice by the Concessionaire, the matter shall be submitted to the dispute resolution procedure in Article 19.

Section 14.3 Termination.

(a) If the Concessionaire has elected to exercise its right to terminate this Agreement in connection with an Adverse Action or a Leasehold Tax Imposition, as the case may be, pursuant to Section 14.1 or 14.2, this Agreement, subject to Section 14.4, shall terminate 60 days following the date of receipt of the AA-Notice or LT-Notice, as the case may be, by the City, and the City shall pay an amount equal to the aggregate of (i) the Skyway Concession Value as of the date of termination (which shall be determined as if no Adverse Action or Leasehold Tax Imposition, as the case may be, has occurred), plus (ii) without duplication, the reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire as a direct result of such termination, less (iii) any insurance or condemnation proceeds received by the Concessionaire in respect of all or any portion of the Skyway as a result of the occurrence of such Adverse Action or Leasehold Tax Imposition, as the case may be (collectively, the "Termination Damages") to the Concessionaire on the Reversion Date or, if the Termination Damages are determined on a date subsequent to the Reversion Date, then not later than 60 days following the date of determination of the Termination Damages (together with interest at the Bank Rate from the Reversion Date to the date on which payment is due), provided that the City may defer any such payment for an additional 120 days if the City reasonably determines that such additional period is necessary in order to obtain financing to make such a payment; provided, however, that any amounts received by the Concessionaire or any Leasehold Mortgagee from any insurance policies payable as a result of damage or destruction to the Skyway that has not been remedied prior to the Reversion Date, shall, to the extent not used to remedy such effects, be deducted from the amount payable by the City to the Concessionaire.

(b) Any controversy arising out of the determination of the Termination Damages shall be submitted to the dispute resolution procedure in Article 19.

(c) No AA-Notice or LT-Notice given by the Concessionaire to the City in which the Concessionaire states that it elects to exercise its right of termination of this Agreement shall be valid for any purpose unless the Concessionaire has first obtained
and delivered to the City the written consent of the Leasehold Mortgagee to such AA-Notice or LT-Notice, as the case may be.

(d) Payment of the Termination Damages or the AA-Compensation, as the case may be, by the City to the Concessionaire, shall constitute full and final satisfaction of all amounts that may be claimed by the Concessionaire for and in respect of the occurrence of the Adverse Action or the Leasehold Tax Imposition, as the case may be, and, upon such payment, the City shall be released and forever discharged by the Concessionaire from any and all liability in respect of such Adverse Action or Leasehold Tax Imposition, as the case may be.

Section 14.4 Right of City to Remedy an Adverse Action. If the City wishes to remedy the occurrence of an Adverse Action or Leasehold Tax Imposition, as the case may be, with respect to an action taken by the City, the City shall give notice thereof to the Concessionaire within 30 days following the date of receipt of the AA-Notice or LT-Notice, as the case may be. If the City gives such notice it must remedy the Adverse Action or Leasehold Tax Imposition, as the case may be, within 180 days following the date of receipt of the AA-Notice or LT-Notice, as the case may be, or, if a AA-Dispute Notice or LT-Dispute Notice, as the case may be, has been given, within 180 days following the final award pursuant to Article 19 to the effect that an Adverse Action or Leasehold Tax Imposition, as the case may be, occurred. If the City remedies the occurrence of an Adverse Action within the applicable period of time, the right of the Concessionaire shall be limited to a claim for AA-Compensation.

Section 14.5 Other Actions by Governmental Authorities. In the event that any Governmental Authority (other than the City, Cook County or the State of Illinois) proposes to take any action at any time during the Term (including or enacting any Law) and the effect of such action is reasonably expected (i) to be principally borne by the Concessionaire and not by others and (ii) to have a material adverse effect on the fair market value of the Concessionaire Interest, except where such action is in response to any act or omission on the part of the Concessionaire that is illegal (other than an act or omission rendered illegal by virtue of an Adverse Action or such action by any such other Governmental Authority), then at the request of the Concessionaire the City shall use its reasonable efforts to oppose and challenge such action by any such other Governmental Authority; provided, however, that all reasonable out-of-pocket costs and expenses incurred by the City in connection with such opposition or challenge shall be borne by the Concessionaire.

ARTICLE 15
DELAY AND FORCE MAJEURE EVENTS

Section 15.1 Delay Events.

(a) If the Concessionaire is affected by a Delay Event, it shall give notice within 10 Business Days following the date on which it first became aware (or
should have been aware, using all reasonable due diligence) of the said Delay Event to the City (provided that in the case of the same Delay Event being a continuing cause of delay, only one notice shall be necessary), which notice shall include (i) a statement of which Delay Event the claim is based upon, (ii) details of the circumstances from which the delay arises and (iii) an estimate of the delay in the performance of obligations under this Agreement attributable to the said Delay Event and information in support thereof, if known at that time. The City shall, after receipt of the said notice, be entitled by notice to require the Concessionaire to provide such further supporting particulars as the City may reasonably consider necessary.

(b) The Concessionaire shall notify the City within 10 Business Days following the date on which it first became aware (or should have been aware, using all reasonable due diligence) that a Delay Event has ceased.

(c) Subject to the Concessionaire giving the notice required in Section 15.1(a), a Delay Event shall excuse the Concessionaire from whatever performance is prevented by the Delay Event referred to in such notice for such appropriate number of Business Days as the City and the Concessionaire jointly determine, each acting reasonably. If the City and the Concessionaire cannot agree upon the period of extension, then either Party shall be entitled to refer the matter to the dispute resolution procedure in Article 19. This Section 15.1(c) shall not excuse the Concessionaire from the performance and observance under this Agreement of all obligations and covenants not affected by the Delay Event. Notwithstanding the occurrence of a Delay Event, the Concessionaire shall continue its performance and observance under this Agreement of all of its obligations and covenants to the extent that it is reasonably able to do so and shall use its reasonable efforts to minimize the effect and duration of the Delay Event. Nothing herein shall permit or excuse noncompliance with a change to applicable Laws.

Section 15.2 Force Majeure.

(a) If an event of Force Majeure occurs that has the effect of (i) causing physical damage or destruction to the Skyway that results in the Skyway Toll Bridge being substantially unavailable for Highway Purposes or (ii) suspending toll collection on the Skyway Toll Bridge, and such effect continues for a period in excess of 120 days and has a material adverse effect on the fair market value of the Concessionaire Interest, and insurance policies payable (or that should have been payable but for the breach of an obligation to take out and maintain such insurance policy by the Concessionaire) or condemnation or other similar proceeds are insufficient to restore the Concessionaire to the same economic position as it would have been in the absence of such event, then, notwithstanding Section 2.1, Section 7 or Schedule 6, the Concessionaire shall have the right to increase the tolls to a level or extend the Term to a level that would be sufficient so to compensate the Concessionaire and to restore it to the
same economic position as it would have been in had such Force Majeure event not occurred (a "Force Majeure Remedy").

(b) If the Concessionaire elects to exercise the right to the Force Majeure Remedy, the Concessionaire shall give notice ("Force Majeure Notice") to the City within 30 days following the date on which the Concessionaire first became aware of its right to the Force Majeure Remedy occurring setting forth (i) the details of the event of Force Majeure and its effect on either causing physical damage or destruction to the Skyway that results in the Skyway Toll Bridge being substantially unavailable for Highway Purposes or suspending toll collection on the Skyway Toll Bridge, (ii) the amount claimed as compensation to restore the Concessionaire to the same economic position as it would have been in had such Force Majeure event not occurred (including the details of the calculation thereof) and (iii) the details of the relationship between such compensation and the Force Majeure Remedy that it proposes. The City shall, after receipt of the Force Majeure Notice, be entitled by notice to require the Concessionaire to provide such further supporting particulars as the City may reasonably consider necessary. If the City wishes to dispute the occurrence of an event of Force Majeure or the Force Majeure Remedy claimed in the Force Majeure Notice, the City shall give notice to dispute (the "Force Majeure Dispute Notice") to the Concessionaire within 30 days following the date of receipt of the Force Majeure Notice stating the grounds for such dispute, and if neither the Force Majeure Notice nor the Force Majeure Dispute Notice has been withdrawn within 30 days following the date of receipt of the Force Majeure Dispute Notice by the Concessionaire, the matter shall be submitted to the dispute resolution procedure in Article 19.

ARTICLE 16
DEFAULTS; LETTERS OF CREDIT

Section 16.1 Default by the Concessionaire.

(a) Events of Default. The occurrence of any one or more of the following events during the Term shall constitute a "Concessionaire Default" under this Agreement:

(i) if the Concessionaire fails to comply with, perform or observe any material obligation, covenant, agreement, term or condition in this Agreement, and such failure continues unremedied for a period of 90 Business Days following notice thereof (giving particulars of the failure in reasonable detail) from the City to the Concessionaire or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the Concessionaire has demonstrated to the satisfaction of the City, acting reasonably, that (A) it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, (B) its proceeding can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the City, acting reasonably and (C) such failure is in fact cured within such period of time;
(ii) if this Agreement or all or any portion of the Concessionaire Interest is Transferred in contravention of Article 17;

(iii) if the Concessionaire fails to comply with the requirements or directives of a final award in a matter submitted to dispute resolution in accordance with Article 19, and such failure continues unremedied for a period of 30 days following notice thereof from the City to the Concessionaire;

(iv) if the Concessionaire (A) admits, in writing, that it is unable to pay its debts as such become due, (B) makes an assignment for the benefit of creditors, (C) files a voluntary petition under Title 11 of the U.S. Code, or if such petition is filed against it and an order for relief is entered, or if Concessionaire files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future U.S. bankruptcy code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Concessionaire, or of all or any substantial part of its properties or of the Skyway or any interest therein, or (D) takes any corporate action in furtherance of any action described in this Section 16.1(a)(iv);

(v) if within 90 days after the commencement of any proceeding against Concessionaire seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future U.S. bankruptcy code or any other present or future applicable Law, such proceeding has not been dismissed, or if, within 90 days after the appointment, without the consent or acquiescence of Concessionaire, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Concessionaire or of all or any substantial part of its properties or of the Skyway or any interest therein, such appointment has not been vacated or stayed on appeal or otherwise, or if, within 90 days after the expiration of any such stay, such appointment has not been vacated; and

(vi) if a levy under execution or attachment has been made against all or any part of the Skyway or any interest therein as a result of any Encumbrance (other than a Permitted Concessionaire Encumbrance) created, incurred, assumed or suffered to exist by the Concessionaire or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within a period of 60 days, unless such levy resulted from actions or omissions of the City or its Representatives.

(b) Remedies of the City Upon Concessionaire Default. Upon the occurrence of a Concessionaire Default, the City may, by notice to the Concessionaire with a copy to the Leasehold Mortgagee in accordance with the terms hereof, declare the Concessionaire to be in default and may, subject to the provisions of Articles 18 and 19, do any or all of the following as the City, in its discretion, shall determine:
(i) the City may terminate this Agreement by giving 60 days' prior notice to the Concessionaire upon the occurrence of (A) a Concessionaire Default that consists of a failure to comply with, perform or observe any Operating Standard if such Concessionaire Default creates a material danger to the safety of Skyway Operations or a material impairment to the Skyway or to the continuing use of the Skyway for transportation purposes or (B) any other Concessionaire Default; provided, however, that the Concessionaire shall be entitled to cure a Concessionaire Default pursuant to Section 16.1(a)(i) by providing the City with a written work plan within such 60-day period outlining the actions by which the Concessionaire will ensure future compliance with the obligation, covenant, agreement, term or condition in this Agreement that the Concessionaire failed to perform or observe, which work plan is Approved by the City, but any failure of the Concessionaire to comply in any material respect with such Approved work plan following 60 days' notice of such failure from the City to the Concessionaire shall be deemed to be a Concessionaire Default described in Section 16.1(a)(i) and the entitlement of the Concessionaire to cure such Concessionaire Default by the delivery of an Approved work plan shall not apply thereto;

(ii) if the Concessionaire Default is by reason of the failure to pay any monies, the City may (without obligation to do so) make payment on behalf of the Concessionaire of such monies, and any amount so paid by the City shall be payable by the Concessionaire to the City within three Business Days after demand therefor;

(iii) the City may cure the Concessionaire Default (but this shall not obligate the City to cure or attempt to cure a Concessionaire Default or, after having commenced to cure or attempted to cure a Concessionaire Default, to continue to do so), and all costs and expenses reasonably incurred by the City in curing or attempting to cure the Concessionaire Default, together with an administrative fee equal to 15% of such costs and expenses, shall be payable by the Concessionaire to the City within three Business Days of demand; provided, however, that (A) the City shall not incur any liability to the Concessionaire for any act or omission of the City or any other Person in the course of remedying or attempting to remedy any Concessionaire Default and (B) the City's cure of any Concessionaire Default shall not affect the City's rights against the Concessionaire by reason of the Concessionaire Default;

(iv) the City may seek specific performance, injunction or other equitable remedies, it being acknowledged that damages are an inadequate remedy for a Concessionaire Default;

(v) the City may seek to recover its Losses arising from such Concessionaire Default and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any Person who is owed damages or a debt:

(vi) with respect to those Concessionaire Defaults that entitle the City to terminate this Agreement pursuant to Section 16.1(b)(i), the City may
terminate the Concessionaire’s right of possession of the Skyway, and in such event, the City or the City’s agents and servants may immediately or at any time thereafter re-enter the Skyway and remove all persons and all or any property therefrom, by any available action or proceeding at law or in equity, and with or without terminating this Agreement, and repossess and enjoy the Skyway; provided, however, that no reentry by the City shall be construed as an election on its part to terminate this Agreement unless a notice of such intention is given to the Concessionaire; provided, further, that any re-entry or termination of this Agreement made in accordance with this Agreement as against the Concessionaire shall be valid and effective against the Concessionaire even though made subject to the rights of a Leasehold Mortgagee to cure any default of the Concessionaire and continue as in the place of the Concessionaire under this Agreement or a new concession and lease agreement as provided herein;

(vii) the City may, subject to applicable Law, distrain against any of the Concessionaire’s goods situated on the Skyway and the Concessionaire waives any statutory protections and exemptions in connection therewith;

(viii) the City may close any and all portions of the Skyway; and

(ix) the City may exercise any of its other rights and remedies provided for hereunder or at law or equity.

Section 16.2 Defaults by the City.

(a) Events of Default. The occurrence of any one or more of the following events during the Term shall constitute a “City Default” under this Agreement:

(i) if the City fails to comply with or observe any material obligation, covenant, agreement, term or condition in this Agreement (other than an Adverse Action) and such failure continues unremedied for a period of 90 days following notice thereof (giving particulars of the failure in reasonable detail) from the Concessionaire to the City or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the City has demonstrated to the satisfaction of the Concessionaire, acting reasonably, that (A) it is proceeding with all due diligence to cure or cause to be cured such failure, and (B) its proceeding can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Concessionaire, acting reasonably and (C) such failure is in fact cured within such period of time;

(ii) if the City fails to comply with the requirements or directives of a final award in a matter submitted to dispute resolution in accordance with Article 19 and such default continues unremedied for a period of 30 days following notice thereof from the Concessionaire to the City:
(iii) if a levy under execution or attachment has been made against all or any part of the Skyway or the Concessionaire Interest as a result of any Encumbrance (other than a Permitted City Encumbrance) created, incurred, assumed or suffered to exist by the City or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within a period of 60 days, unless such levy resulted from actions or omissions of the Concessionaire or its Representatives or if all or a material part of the Skyway shall be subject to a condemnation or similar taking by the City or any agency thereof; and

(iv) if the City (A) admits, in writing, that it is unable to pay its debts as such become due, (B) makes an assignment for the benefit of creditors, (C) files a voluntary petition under Title 11 of the U.S. Code, or if such petition is filed against it and an order for relief is entered, or if the City files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future U.S. bankruptcy code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the City, or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), or (D) takes any action in furtherance of any action described in this Section 16.2(a)(iv); or if within 90 days after the commencement of any proceeding against the City seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future U.S. bankruptcy code or any other present or future applicable Law, such proceeding has not been dismissed, or if, within 90 days after the appointment, without the consent or acquiescence of the City, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of City or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), such appointment has not been vacated or stayed on appeal or otherwise, or if, within 90 days after the expiration of any such stay, such appointment has not been vacated.

(b) Remedies of Concessionaire Upon City Default. Upon the occurrence of a City Default by the City under this Agreement, the Concessionaire may by notice to the City declare the City to be in default and may, subject to the provisions of Article 19, do any or all of the following as the Concessionaire, in its discretion, shall determine:

(i) the Concessionaire may terminate this Agreement by giving 60 days’ prior notice to the City, provided, however, that the City shall be entitled to cure a City Default pursuant to Section 16.2(a)(i) by providing the Concessionaire with a written work plan within such 60-day period outlining the actions by which the City will ensure future compliance with the obligation, covenant, agreement, term or condition in this Agreement that the City failed to perform or observe, which work plan is approved by the Concessionaire (which approval shall not be unreasonably withheld, delayed or
conditioned), but any failure of the City to comply in any material respect with such approved work plan following 60 days’ notice of such failure from the Concessionaire to the City shall be deemed to be a City Default described in Section 16.2(a)(i) and the entitlement of the City to cure such City Default by the delivery of an approved work plan shall not apply thereto; and upon such termination the City shall be obligated to pay to the Concessionaire the Skyway Concession Value plus, without duplication, the reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire as a result of such termination;

(ii) the Concessionaire may exercise any of its rights and remedies at law or in equity;

(iii) the Concessionaire may seek to recover its Losses and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any Person who is owed damages or a debt; and

(iv) the Concessionaire may exercise any of its other rights and remedies provided for hereunder.

Section 16.3 Letters of Credit.

(a) The Concessionaire shall deliver no later than the first day of the Lease Year that is ten years prior to the final Lease Year of the Term, a Letter of Credit in the amount then to be calculated equal to the amount of the Concessionaire’s highest annual gross revenues during the 10 Lease Years preceding such first day. Such Letter of Credit shall be replaced on every anniversary of such Lease Year until the date that is three years after (i) the expiration of the Term and (ii) such time as there being no unresolved disputes with respect to the Concessionaire complying with, performing or observing any obligation, covenant, agreement, term or condition in this Agreement with a Replacement Letter of Credit in the amount of the undrawn balance of such Letter of Credit plus the amount of interest that would have been earned on such balance if invested for the next 12-month period at the Bank Rate. Subject to the City’s Approval, the required amount of any Letter of Credit with respect to a Lease Year (but only with respect to such Lease Year) may be reduced by the amount that Engineering Firm reasonably determines is appropriate to cover all costs of capital improvements for the remainder of the Term in light of the condition of the Skyway (including the Engineering Firm’s assessment of the present and future condition of the Skyway, and all costs and expenses of capital improvements to be performed in connection therewith, during the remaining years of the Term) and the Concessionaire’s compliance with this Agreement in connection therewith. Upon the occurrence of a Concessionaire Default (or if there is a dispute as to the occurrence of a Concessionaire Default, upon the final decision of the arbitral panel pursuant to Article 19 that a Concessionaire Default has occurred), the City shall have the right (in addition to all other rights and remedies provided in this Agreement, but with the understanding that any other monetary damages that the City may recover will be reduced by the amount so drawn, and without the City’s exercise of
such right being deemed a waiver or a cure of the Concessionaire's failure to perform and whether or not this Agreement is thereby terminated), with three Business Days' prior notice to the Concessionaire, to draw against such Letter of Credit or any replacement thereof, upon presentation of a sight draft and a certificate confirming that the City has the right to draw under such Letter of Credit in the amount of such sight draft, up to the amount due to the City with respect to such Concessionaire Default.

(b) The Concessionaire shall replace each Letter of Credit with a replacement Letter of Credit (the "Replacement Letter of Credit") at least 60 days prior to the expiry date of a Letter of Credit which is expiring. If the Concessionaire does not deliver to the City a Replacement Letter of Credit within such time period, the City shall have the right (in addition to all other rights and remedies provided in this Agreement and without the City's exercise of such right being deemed a waiver or a cure of the Concessionaire's failure to perform and whether or not this Agreement is thereby terminated) to immediately draw the full amount of the Letter of Credit upon presentation of a sight draft and a certificate confirming that the City has the right to draw under such Letter of Credit in the amount of such sight draft. After the Concessionaire delivers to the City a Replacement Letter of Credit complying with the provisions of this Agreement, the City shall deliver in accordance with the Concessionaire's reasonable instructions the Letter of Credit being replaced (provided that at such time no sight draft under such Letter of Credit is outstanding and unpaid). Any Replacement Letter of Credit shall be upon the same terms and conditions as the Letter of Credit replaced and satisfy the requirements for a Letter of Credit, but in any event (i) the amount of each Replacement Letter of Credit, except as provided in Section 16.3(a), shall equal or exceed the amount of the Letter of Credit being replaced at the time of replacement and (ii) the date of the Replacement Letter of Credit shall be its date of issuance. The expiry date of the Replacement Letter of Credit, as referred to in the opening paragraph of such Replacement Letter of Credit, shall be not earlier than one year later than the expiry date of the Letter of Credit being replaced.

(c) If this Agreement is terminated by the City prior to the expiration of the Term as a result of a Concessionaire Default, the City shall have the right (in addition to all other rights and remedies provided in this Agreement and without the City's exercise of such right being deemed a waiver or a cure of the Concessionaire's failure to perform), with three Business Days' prior notice to the Concessionaire, to draw against any Letter of Credit, upon presentation of a sight draft and a certificate confirming that the City has the right to draw under such Letter of Credit in the amount of such sight draft, up to the amount due to the City pursuant to the terms of this Agreement.

(d) The City will accept the Letters of Credit to be delivered pursuant to this Section 16.3 (and pursuant to Section 2.3) as security for the Concessionaire's obligations under this Agreement, in place of a cash deposit in the same amount, with the understanding that the Letters of Credit are to be the functional equivalent of a cash
deposit. The Concessionaire’s sole remedy in connection with the improper presentment or payment of sight drafts drawn under the Letter of Credit shall be the right to obtain from the City a refund of the amount of any sight draft the proceeds of which were misapplied and the reasonable costs incurred by the Concessionaire as a result of such misapplication; provided, however, that at the time of such refund, the Concessionaire increases the amount of the Letter of Credit to the amount (if any) then required under the applicable provisions of this Agreement. The Concessionaire acknowledges that the presentment of sight drafts drawn under the Letter of Credit could not under any circumstances cause the Concessionaire injury that could not be remedied by an award of money damages, and that the recovery of money damages would be an adequate remedy therefor. The Concessionaire shall not request or instruct the issuer of the Letter of Credit to refrain from paying any sight draft drawn under a Letter of Credit.

(e) If the City desires to assign its rights and obligations in accordance with Section 17.2 of this Agreement, the Concessionaire shall cooperate so that concurrently with the effectiveness of such assignment, either Replacement Letters of Credit as described in Section 16.3(b) for, or appropriate amendments to, the Letters of Credit then held by the City, in either case identifying as beneficiary the appropriate party after the assignment becomes effective, shall be delivered to the City, at no cost to the Concessionaire.

(f) The Concessionaire shall obtain and furnish all Letters of Credit and Replacement Letters of Credit at its sole cost and expense and shall pay all charges imposed in connection with the City’s presentation of sight drafts and drawing against the Letters of Credit or Replacement Letters of Credit.

(g) In lieu of any Letter of Credit to be provided by the Concessionaire pursuant to the terms of this Section 16.3, the Concessionaire shall, at the Concessionaire’s sole discretion, have the option to deposit with a Depositary for the benefit of the City, as collateral security, cash or Eligible Investments in an amount equal to the amount of such Letter of Credit at the time of such deposit. Such Depositary shall invest and reinvest such amounts in Eligible Investments at the direction of the City, provided that earnings thereon shall be paid to the Concessionaire. If, at any time during the Term, the City would have the right to draw any amount on a Letter of Credit for which the Concessionaire has substituted cash or Eligible Investments pursuant to this Section 16.3(g), the Depositary shall pay such amount to the City from such cash deposit or Eligible Investments in accordance with the terms of this Section 16.3 and all rights and remedies of the City and the Concessionaire with respect to such cash deposits or Eligible Investments, if any, shall be the same as those provided in this Section 16.3 with respect to any Letter of Credit; provided, however, that the certification that would have been provided by the City with the sight draft had cash or Eligible Investments not been so substituted shall be made to the Depositary and delivered to the Depositary together with the City’s demand for payment.
(h) If Letters of Credit shall not in the future be available at commercially reasonable terms and rates or shall not be a commercially reasonable form of security in similar transactions, the Concessionaire shall furnish the City with comparable security instruments or Eligible Investments that then are commonly used in similar transactions and which are approved by the City; and if no such security instruments shall be available, the Concessionaire shall deposit with the City cash as security.

Section 16.4 Consequences of Termination or Reversion. Upon the termination of this Agreement, notwithstanding any claims the Parties may have against each other and subject to Section 16.2(b)(iii) and Article 18, the following provisions shall apply:

(i) the Concessionaire shall, without action whatsoever being necessary on the part of the City, well and truly surrender and deliver to the City the Skyway (including all improvements on the Skyway Land comprising the Skyway Facilities), the Skyway Assets and all tangible and intangible personal property (including inventories) located on the Skyway or used in connection with the Skyway Operations (except in the case of a termination pursuant to Section 13.3(b)) in good order, condition and repair (reasonable wear and tear excepted), determined reasonably in accordance with the then applicable Operating Standards, free and clear of all Encumbrances other than (w) Permitted Concessionaire Encumbrances set forth in clause (v) or (vii) of the definition of that term, (x) those matters affecting title to the Skyway existing at the Time of Closing, (y) those created by or suffered to exist or consented to by the City or any Person claiming through it, and (z) with respect to any property added to the Skyway after the Time of Closing, title defects affecting such property in existence on the date such property is added to the Skyway;

(ii) the Concessionaire hereby waives any notice now or hereafter required by Law with respect to vacating the Skyway on the Reversion Date;

(iii) the City shall, as of the Reversion Date, assume full responsibility for the Skyway Operations, and as of such date, the Concessionaire shall have no liability or responsibility for Skyway Operations occurring after such date;

(iv) the Concessionaire shall be liable for all costs, expenses and other amounts for which it is liable or responsible hereunder incurred up to but not including the Reversion Date, and the City shall be liable for all costs, expenses and amounts incurred in connection with the Skyway Operations on and after the Reversion Date;

(v) the City shall have the option by providing notice to the Concessionaire of requiring that the Concessionaire assign, without warranty or recourse to the Concessionaire, all of its right, title and interest in, to and under all or any of the Operating Agreements then in effect (including any Assigned Skyway Contracts then in
effect) and all Authorizations to the City or its nominee for the remainder of their respective terms; provided, however, that if the City exercises such option, the right, title and interest of the Concessionaire in, to and under such Operating Agreements and Authorizations shall be assigned to the City or its nominee as of the Reversion Date and the Concessionaire shall surrender the Skyway to the City and shall cause all Persons claiming under or through the Concessionaire to do likewise, and the City shall assume in writing, pursuant to an assumption agreement satisfactory to the Concessionaire, the Concessionaire’s obligations under the Operating Agreements that arise in respect of, or relate to, any period of time falling on and after the Reversion Date; provided, further, that if the City does not exercise such option, the Concessionaire shall, unless the City has granted to a Leasehold Mortgagee or its nominee, a new concession agreement containing the same provisions as are contained in this Agreement, take such steps as are necessary to terminate the Operating Agreements;

(vi) all plans, drawings, specifications and models prepared in connection with construction at the Skyway and in the Concessionaire’s possession and all “as-built” drawings shall become the sole and absolute property of the City, and the Concessionaire shall promptly deliver to the City all such plans, drawings, specifications and models and all such as-built drawings (but may keep copies of those plans, drawings, specifications and models that were developed by the Concessionaire or its Representatives);

(vii) the Concessionaire, at its sole cost and expense, shall promptly deliver to the City copies of all records and other documents relating to the Skyway Revenues that are in the possession of the Concessionaire or its Representatives and all other then existing records and information relating to the Skyway as the City, acting reasonably, may request;

(viii) the Concessionaire shall execute and deliver to the City a quitclaim deed in recordable form or other release or other instrument reasonably required by the City or its title insurer to evidence such expiration or termination;

(ix) the Concessionaire shall assist the City in such manner as the City may require to ensure the orderly transition of control, operation, management, maintenance, rehabilitation and tolling of the Skyway, and shall, if appropriate and if requested by the City, take all steps as may be necessary to enforce the provisions of the Operating Agreement pertaining to the surrender of the Skyway;

(x) the City and the Concessionaire shall make appropriate adjustments, including adjustments relating to any Operating Agreements assigned to the City, tolls, fees and other similar charges collected on and after the Reversion Date that are incurred prior to the Reversion Date, and utilities, and any adjustments and payment therefor shall be made by the appropriate Party on the Reversion Date, but shall be subject to readjustment if necessary because of error in matters such as information, calculation, payments and omissions that are identified within the period of 180 days
following the Reversion Date; provided, however, that the City and the Concessionaire acknowledge that certain adjustments or readjustments may have to be made when a third party provides to the City or the Concessionaire a final adjustment amount in respect of a matter, and for such matters the adjustment and readjustment date shall each be correspondingly extended; and

(xi) if this Agreement is terminated as a result of an Adverse Action or Leasehold Tax Imposition, the payment by the City to the Concessionaire of the amounts required under Article 14 or Article 19 shall constitute full and final settlement of any and all Claims the Concessionaire may have against the City for and in respect of the termination of this Agreement and upon such payment, the Concessionaire shall execute and deliver all such releases and discharges as the City may reasonably require to give effect to the foregoing.

This Section 16.4 shall survive the expiration or any earlier termination of this Agreement.

Section 16.5 Termination Other Than Pursuant to Agreement. If this Agreement is terminated by the City other than pursuant to Section 16.1 or is canceled, rescinded or voided during the Term for any reason over the objection and without action by the Concessionaire, any Leasehold Mortgagee and their respective Affiliates, the City shall pay the Concessionaire the Skyway Concession Value as of the date of such termination, cancellation, rescinding or voiding, plus, without duplication, the reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire as a direct result of such termination, cancellation, rescinding or voiding.

ARTICLE 17
RESTRICTIONS ON TRANSFERS

Section 17.1 Transfers by the Concessionaire.

(a) The Concessionaire shall not Transfer, or otherwise permit the Transfer of, any or all of the Concessionaire Interest to or in favor of any Person (a "Transferee") during the Lock-up Period (unless it is a Leasehold Mortgagee or a transferee from a Leasehold Mortgagee, in each case if permitted under Article 18). Following the Lock-up Period, the Concessionaire shall not Transfer, or otherwise permit the Transfer of, any or all of the Concessionaire Interest to or in favor of a Transferee, unless (i) the City has Approved (based upon a determination in accordance with Section 17.1(b)) such proposed Transferee (unless it is a Leasehold Mortgagee permitted under Article 18) and (ii) the proposed Transferee (unless it is a Leasehold Mortgagee permitted under Article 18) enters into an agreement with the City in form and substance satisfactory to the City, acting reasonably, wherein the Transferee acquires the rights and assumes the obligations of the Concessionaire and agrees to perform and observe all of the obligations and covenants of the Concessionaire under this Agreement. Any Transfer
made in violation of the foregoing provision shall be null and void ab initio and of no force and effect.

(b) The City's Approval of a proposed Transferee may be withheld if the City reasonably determines that the proposed Transfer is prohibited by applicable Law or such proposed Transferee is not capable of performing the obligations and covenants of the Concessionaire under this Agreement, which determination may be based upon, or take into account, one or more of the following factors: (i) the financial strength and integrity of the proposed Transferee, its direct or indirect beneficial owners, any proposed managers or operating partners and each of their respective Affiliates; (ii) the capitalization of the proposed Transferee; (iii) the experience of the proposed Transferee or the Operator to be engaged by the proposed Transferee in operating toll roads or highways and performing other projects; (iv) the background and reputation of the proposed Transferee, its direct or indirect beneficial owners, any proposed managers or operating partners, each of their respective officers, directors and employees and each of their respective Affiliates (including the absence of criminal, civil or regulatory claims or actions against any such Person and the quality of any such Person's past or present performance on other projects); and (v) the Operator engaged by the proposed Transferee.

(c) No Transfer of all or any of the Concessionaire Interest (except a Transfer to a Leasehold Mortgagee upon its exercise of remedies under the Leasehold Mortgage and a subsequent transfer to the Leasehold Mortgagee's transferee that has been approved under Section 17.1(b)) shall be made or have any force or effect if, at the time of such Transfer there has occurred a Concessionaire Default that has not been remedied or an event that with the lapse of time, the giving of notice or otherwise would constitute a Concessionaire Default.

(d) A Change in Control of the Concessionaire shall be deemed to be a Transfer of the Concessionaire Interest for purposes of the foregoing provisions; provided, however, that (i) the first sentence of Section 17.1(a) shall not apply to a Change in Control of the Concessionaire and (ii) the second sentence of Section 17.1(a) shall also apply to a Change in Control of the Concessionaire during the Lock-up Period.

Section 17.2 Assignment by the City. The City shall have the right to Transfer any or all of the City's interest in the Skyway and this Agreement, provided that it shall be jointly and severally liable with the Transferee for the performance and observance of the obligations and covenants of the City under this Agreement and any agreement entered into by the City under this Agreement (including agreeing directly with any Leasehold Mortgagee to be bound by the agreement entered into in accordance with Section 18.3) and that any such Transfer by the City shall not materially limit or reduce any of the Concessionaire's other rights, benefits, remedies or privileges under this Agreement.
ARTICLE 18
LENDER’S RIGHTS AND REMEDIES

Section 18.1 Leasehold Mortgages. The Concessionaire shall have the right, at its sole cost and expense, to grant one or more (subject to Section 18.7) Leasehold Mortgages, if at the time such any such Leasehold Mortgage is executed and delivered to the Leasehold Mortgagee, no Concessionaire Default exists unless any such Concessionaire Default will be cured pursuant to Section 18.3 in connection with entering into such Leasehold Mortgage, and upon and subject to the following terms and conditions:

(i) a Leasehold Mortgage may not cover any property of, or secure any debt issued or guaranteed by, any Person other than the Concessionaire, but, for the avoidance of doubt, may cover shares in the capital of the Concessionaire and any cash reserves or deposits held in the name of the Concessionaire;

(ii) no Person other than an Institutional Lender shall be entitled to the benefits and protections accorded to a Leasehold Mortgagee in this Agreement; provided, however, that lessors and lenders to the Concessionaire (and lenders to a Leasehold Mortgagee that is a Lessor) may be Persons other than Institutional Lenders so long as any Leasehold Mortgage securing the loans made by such Persons is held by an Institutional Lender acting as collateral agent or trustee;

(iii) no Leasehold Mortgage or other instrument purporting to mortgage, pledge, encumber, or create a lien, charge or security interest on or against any or all of the Concessionaire Interest shall extend to or affect the fee simple interest in the Skyway, the City’s interest hereunder or its reversionary interest and estate in and to the Skyway or any part thereof;

(iv) the City shall have no liability whatsoever for payment of the principal sum secured by any Leasehold Mortgage, or any interest accrued thereon or any other sum secured thereby or accruing thereunder, and, except for violation by the City of express obligations set forth herein, the Leasehold Mortgagee shall not be entitled to seek any damages or other amounts against the City for any or all of the same;

(v) the City shall have no obligation to any Leasehold Mortgagee in the enforcement of the City’s rights and remedies herein and by Law provided, except as expressly set forth in this Agreement and unless such Leasehold Mortgagee has provided the City with notice of its Leasehold Mortgage in accordance with the Leasehold Mortgagee Notice Requirements;

(vi) each Leasehold Mortgage shall provide that if the Concessionaire is in default under the Leasehold Mortgage and the Leasehold Mortgagee gives notice of such default to the Concessionaire, then the Leasehold Mortgagee shall give notice of such default to the City;
(vii) subject to the terms hereof, all rights acquired by a Leasehold Mortgagee under any Leasehold Mortgage shall be subject and subordinate to all of the provisions of this Agreement and to all of the rights of the City hereunder;

(viii) while any Leasehold Mortgage is outstanding, the City shall not agree to any amendment or modification of this Agreement that has a material adverse effect on the rights or interests of the Leasehold Mortgagee or agree to a voluntary surrender or termination of this Agreement by the Concessionaire without the consent of the Leasehold Mortgagee, which consent shall not be unreasonably withheld, delayed or conditioned;

(ix) notwithstanding any enforcement of the security of any Leasehold Mortgage, the Concessionaire shall remain liable to the City for the payment of all sums owing to the City under this Agreement and the performance and observance of all of the Concessionaire’s covenants and obligations under this Agreement; and

(x) a Leasehold Mortgagee shall not, by virtue of its Leasehold Mortgage, acquire any greater rights or interest in the Skyway than the Concessionaire has at any applicable time under this Agreement, other than such rights or interest as may be granted or acquired in accordance with Section 18.3, 18.4 or 18.5.

Section 18.2 Notices to Leasehold Mortgagees. Whenever a Leasehold Mortgage exists as to which the City has been provided notice by the holder thereof in accordance with the Leasehold Mortgagee Notice Requirements, the City shall, simultaneously with providing the Concessionaire any required notice under this Agreement, provide a copy of such notice to such Leasehold Mortgagee, and no such notice to the Concessionaire shall be effective against the Leasehold Mortgagee until a copy thereof is duly provided to such Leasehold Mortgagee at its address specified in its notice given to the City in accordance with the Leasehold Mortgagee Notice Requirements (or any subsequent change of address notice given to City pursuant to the requirements of Section 20.1).

Section 18.3 Leasehold Mortgagee’s Right to Cure. The Leasehold Mortgagee shall have a period of 30 days with respect to any Concessionaire Default beyond any cure period expressly provided to the Concessionaire herein, in which to cure or cause to be cured any such Concessionaire Default; provided, however, that such 30-day period shall be extended if the Concessionaire Default may be cured but cannot reasonably be cured within such period of 30 days, and the Leasehold Mortgagee begins to cure such default within such 30-day period (or if possession is necessary in order to effect such cure, the Leasehold Mortgagee commencing by the filing of the appropriate legal action to foreclose the liens of the Leasehold Mortgage and take possession of the Skyway within such period) and thereafter proceeds with all due diligence to cure such Concessionaire Default (including by proceeding with all due diligence to effect such foreclosure and during such foreclosure action (to the extent practicable) and thereafter to effect such a cure) within a reasonable period of time acceptable to the City, acting
reasonably; *provided, further,* that if a Leasehold Mortgagee’s right to cure a Concessionaire Default has not expired, and the Leasehold Mortgagee is acting to cure such Concessionaire Default in accordance with this Section 18.3 then the City shall not exercise its right to terminate this Agreement by reason of such Concessionaire Default. In furtherance of the foregoing, the City shall permit the Leasehold Mortgagee and its Representatives the same access to the Skyway as is permitted to the Concessionaire hereunder. The City shall accept any such performance by Leasehold Mortgagee as though the same had been done or performed by the Concessionaire. Any payment to be made or action to be taken by a Leasehold Mortgagee hereunder as a prerequisite to keeping this Agreement in effect shall be deemed properly to have been made or taken by the Leasehold Mortgagee if such payment is made or action is taken by a nominee, agent or assignee of the rights of such Leasehold Mortgagee.

Section 18.4 Rights of the Leasehold Mortgagee.

(a) Subject to the provisions of this Agreement, a Leasehold Mortgagee may (i) enforce any Leasehold Mortgage in any lawful way, (ii) acquire the Concessionaire Interest in any lawful way or (iii) take possession of in any lawful way and manage the Skyway. Upon foreclosure of (or without foreclosure upon exercise of any contractual or statutory power of sale under such Leasehold Mortgage or a deed in lieu) and subject to the provisions of Article 17 (applied to the Leasehold Mortgagee as if it were the Concessionaire), a Leasehold Mortgagee may Transfer the Concessionaire Interest; *provided, however,* that no Transfer by a Leasehold Mortgagee shall be effective unless the Transfer is made in accordance with Section 17.1 (except that the Lock-up Period shall not apply to any Transfer by a Leasehold Mortgagee). Any Person to whom the Leasehold Mortgagee Transfers the Concessionaire Interest (including such Leasehold Mortgagee) shall take the Concessionaire Interest subject to any of the Concessionaire’s obligations under this Agreement.

(b) Except as provided in Section 18.3, unless and until a Leasehold Mortgagee (i) forecloses or has otherwise taken ownership of the Concessionaire Interest or (ii) has taken possession or control of the Concessionaire Interest, whether directly or by an agent as a mortgagee in possession or a receiver or receiver and manager has taken possession or control of the Concessionaire Interest by reference to the Leasehold Mortgage, the Leasehold Mortgagee shall not be liable for any of the Concessionaire’s obligations under this Agreement or be entitled to any of the Concessionaire’s rights and benefits contained in this Agreement, except by way of security. If the Leasehold Mortgagee itself or by an agent or a receiver or a receiver and manager is the owner, or is in control or possession of, the Concessionaire Interest, it shall be bound by all liabilities and obligations of the Concessionaire under this Agreement (including the obligation to engage an Operator). Once the Leasehold Mortgagee goes out of possession or control of the Concessionaire Interest or Transfers the Concessionaire Interest to another Person in accordance with the provisions of this Agreement, the Leasehold Mortgagee shall cease to be liable for any of the Concessionaire’s obligations under this Agreement accruing
thereafter and shall cease to be entitled to any of the Concessionaire’s rights and benefits contained in this Agreement, except, if the Leasehold Mortgage remains outstanding, by way of security.

Section 18.5  City’s Termination of this Agreement; New Agreement.

(a) Without prejudice to the rights of a Leasehold Mortgagee under Section 18.3, if this Agreement is terminated prior to the expiration of the Term due to a Concessionaire Default (in which case the City shall notify the Leasehold Mortgagee of such termination) or if this Agreement is rejected or disaffirmed pursuant to any bankruptcy Law or proceeding or other similar Law or proceedings affecting creditors’ rights generally, the City agrees to enter into a new concession and lease agreement of the Skyway with the Leasehold Mortgagee (or its designee or nominee, provided that such designee or nominee either is controlled by the Leasehold Mortgagee or is Approved by the City as Transferee under Section 17.1) for the remainder of the original stated Term upon all of the covenants, agreements, terms, provisions and limitations of this Agreement (the “New Agreement”), effective as of the date of such termination, but only on and subject to the satisfaction of all of the following requirements and conditions: (i) such Leasehold Mortgagee commits in writing to the City, in a notice delivered to the City, within 30 days after the City delivers the termination notice to Leasehold Mortgagee (or, if later, upon the termination of any cure period granted to the Leasehold Mortgagee pursuant to Section 18.3) or within 10 days after the effective date of such rejection or disaffirmance, as the case may be, that the Leasehold Mortgagee (or its designee or nominee) will enter into the New Agreement, which notice is accompanied by a copy of such New Agreement, duly executed and acknowledged by the Leasehold Mortgagee (or its designee or nominee); (ii) the Leasehold Mortgagee (or its designee or nominee) pays or causes to be paid to the City, at the time of the execution and delivery of the New Agreement, all amounts which, at the time of the execution and delivery thereof, would have been past-due or due and payable in accordance with the provisions of this Agreement but for such termination; (iii) provided the City furnishes a statement or invoice for such costs the Leasehold Mortgagee pays or causes to be paid to City all reasonable costs and expenses (including legal fees), Taxes, fees, charges and disbursements paid or incurred by the City in connection with such defaults and termination, the recovery of possession from the Concessionaire, and in connection with the preparation, execution and delivery of the New Agreement and related agreements and documents specified in such statement or invoice; (iv) such Leasehold Mortgagee (or its designee or nominee), at the time of such written request, cures all defaults under this Agreement (curable by the payment of money) existing immediately prior to the termination of this Agreement, or, if such defaults cannot be cured by the payment of money, such Leasehold Mortgagee (or its designee or nominee) commits to the City in the New Agreement to proceed both promptly and diligently, upon the execution of the New Agreement, to cure all such other defaults and, if possession is necessary in order to cure such other Concessionaire Defaults, to proceed both promptly and diligently to obtain the possession required to cure any such other defaults (and such cure shall be a covenant in the New Agreement).
Nothing contained in this Section 18.5 shall be deemed to limit or affect the City's interest in and to such Skyway upon the expiration of the Term of the New Agreement. The provisions of this Section 18.5 shall survive the termination of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 18.5 were a separate and independent contract made by the City, the Concessionaire and the Leasehold Mortgagee and, if the Leasehold Mortgagee satisfies the conditions to a New Agreement from the effective date of such termination of this Agreement to the date of execution and delivery of the New Agreement, Leasehold Mortgagee may use and enjoy the leasehold estate created by this Agreement without hindrance by the City, but only on and subject to the terms and provisions of this Agreement.

Section 18.6 Right to Arbitration. In each case specified in this Agreement in which resort to arbitration is authorized, the Leasehold Mortgagee shall have the right and privilege if an event of default under the Leasehold Mortgage then exists and notice has been given to the City as contemplated by Section 18.1(vi), in the Concessionaire's name, place and stead, to obtain and participate in such arbitration upon notice to the City in accordance with Article 20, provided that the Leasehold Mortgagee agrees to be bound by the decision of the arbitration panel.

Section 18.7 Recognition by the City of Leasehold Mortgagee. Notwithstanding anything in this Agreement to the contrary, if there is more than one Leasehold Mortgagee, only that Leasehold Mortgagee, to the exclusion of all other Leasehold Mortgagees, whose notice was earliest received by the City pursuant to the Leasehold Mortgagee Notice Requirements, shall have the rights as a Leasehold Mortgagee under this Article 18, unless such Leasehold Mortgagee has designated in writing another Leasehold Mortgagee to exercise such rights.

Section 18.8 City's Right to Purchase Leasehold Mortgage.

(a) If any default by the Concessionaire has occurred under a Leasehold Mortgage, or any act, condition or event has occurred which would permit a Leasehold Mortgagee to declare all or part of the indebtedness secured by a Leasehold Mortgage to be immediately due and payable (or, in the case of a Leasehold Mortgagee that is a Lease, to terminate the Lease), then the City shall have 30 days after the date on which such Leasehold Mortgagee shall serve notice upon the City in writing ("Leasehold Mortgagee's Notice") that such Leasehold Mortgagee intends to commence proceedings to foreclose the Leasehold Mortgage or, in the case of Leasehold Mortgagee that is a Lessor to terminate the Lease (stating the calculation of the purchase price pursuant Section 18.8(c)), during which 30-day period the City shall have the right and option (the "City's Option") to purchase from all Leasehold Mortgagees their Leasehold Mortgages, upon the terms and subject to the conditions contained in this Section 18.8.
(b) The City's Option shall be exercised by written notice served upon the Concessionaire and all Leasehold Mortgagees within such 30-day period. Time shall be of the essence as to the exercise of the City's Option. If the City's Option is duly and timely exercised, the City shall purchase and all Leasehold Mortgagees shall assign their Leasehold Mortgages to the City (or its designee) on the date which is 60 days after the date on which Leasehold Mortgagee's Notice is served upon the City. The closing shall take place at a mutually convenient time and place.

(c) The purchase price payable by the City shall be 100% of the aggregate amounts secured by such Leasehold Mortgages (including interest, fees, premiums, costs and expenses (including attorneys' fees)) as of the closing date of the purchase to the extent such amounts relate to the Concessionaire Interest (or, in the case of a Lease, the full amount (without reduction by the value of the Lessor's interest in the Skyway) payable by the Concessionaire upon an event of default thereunder). The purchase price shall be paid in full in cash at closing by wire transfer or other immediately available funds. The purchase price shall be paid by the City to each respective Leasehold Mortgagee, to be applied by the Leasehold Mortgagee to the indebtedness secured by the Leasehold Mortgage held by such Leasehold Mortgagee, subject to the priorities of lien of such Leasehold Mortgages.

(d) At the closing and upon payment in full of the purchase price each Leasehold Mortgagee shall assign its Leasehold Mortgage to the City, together with any security interest held by it in the Concessionaire's leasehold interest in the Skyway, without recourse, representations, covenants or warranties of any kind, provided that such Leasehold Mortgages and security interests shall be deemed modified to secure the amount of the aggregate purchase price paid by the City to all Leasehold Mortgagees (rather than the indebtedness theretofore secured thereby) payable on demand, with interest and upon the other items referred to in this Section 18.8(d). Each such assignment shall be in form for recordation or filing, as the case may be. The City shall be responsible for paying any Taxes payable to any Governmental Authority upon such assignment. Such assignment shall be made subject to such state of title of the Skyway as shall exist at the date of exercise of the City's Option.

(e) Any Leasehold Mortgage shall contain an agreement of the Leasehold Mortgagee to be bound by the provisions of this Section 18.8.

(f) The City shall have the right to receive all notices of default under any Leasehold Mortgage, but the City shall not have the right to cure any default under any Leasehold Mortgage, except to the extent provided in this Section 18.8.
ARTICLE 19
DISPUTE RESOLUTION

Section 19.1Scope. Any dispute arising out of, relating to, or in connection with this Agreement, including any question as to whether such dispute is subject to arbitration, shall be resolved as set forth in this Article 19.

Section 19.2Informal Dispute Resolution Procedures. The Parties shall attempt in good faith to resolve such dispute within 15 days. If the Parties are unable to resolve the dispute within 15 days, and upon notice by either Party to the other, the dispute shall be referred to the Designated Senior Person of each Party. The Designated Senior Persons shall negotiate in good faith to resolve the dispute, conferring as often as they deem reasonably necessary, and shall gather and furnish to each other all information pertinent to the dispute.

Section 19.3Mediation. Mediation of a dispute under this agreement may not be commenced until the earlier of: (i) such time as both of the Designated Senior Persons, after following the procedures set forth in Section 19.2, conclude in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) 15 days after the notice referring the dispute to the Designated Senior Persons, pursuant to Section 19.2. If, after such time period, the dispute remains unresolved, the Parties shall attempt to resolve the dispute through mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures before resorting to binding arbitration, as provided by Section 19.4.

Section 19.4Arbitration. If the procedures described in Sections 19.2 and 19.3 do not result in resolution of the dispute within 15 days from a reference to mediation, the dispute shall be exclusively and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the AAA (the "AAA Rules"). Either Party may initiate the arbitration, as provided in the AAA Rules, no later than 45 days after the reference to mediation. The place of arbitration shall be Chicago, Illinois unless the Parties agree otherwise. The arbitral panel shall determine the rights and obligations of the Parties in accordance with the substantive laws of the State of Illinois and without regard to conflicts of laws principles thereof. Except as agreed by the Parties, the arbitral panel shall have no power to alter or modify any terms or provisions of this Agreement, or to render any award that, by its terms or effects, would alter or modify any term or provision of this Agreement. The arbitral panel shall be composed of three arbitrators, one to be selected by the City, one to be selected by the Concessionaire and the third (who shall act as chairman of the panel) to be selected by the two previously-selected arbitrators. If the two previously-selected arbitrators cannot agree on the selection of the third arbitrator, the Chief Judge of the United States Court of Appeals for the judicial circuit in which Chicago is located shall select the third arbitrator. Once the arbitral panel has been composed, the arbitrators shall act as neutrals and not as party arbitrators,
and no Party shall engage in any ex parte communication with any member of the arbitral panel. Each Party shall bear its own attorney fees, expenses, and costs. The award shall include interest at the Bank Rate from the date of any breach or violation of this Agreement as determined in the arbitral award until paid in full. The award shall be in writing and state the reasons upon which it is based. The award shall be final and binding on the Parties. Judgment on the award may be entered by any court with jurisdiction. The Federal Arbitration Act, 9 U.S.C. § 1 et seq., shall govern any arbitration conducted pursuant to this Section 19.4.

Section 19.5 Provisional Remedies. No Party shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purpose of obtaining any emergency or provisional remedy to protect its rights that may be necessary and that is not otherwise available under this Agreement, including temporary and preliminary injunctive relief and restraining orders and the appointment of a receiver or receiver and manager in connection with the collection and retention of Toll Revenues.

Section 19.6 Tolling. If a Party receiving a notice of default under this Agreement contests, disputes or challenges the propriety of such notice by making application to the dispute resolution procedure in this Article 19, any cure period that applies to such default shall be tolled for the time period between such application and the issuance of a final award.

Section 19.7 Technical Arbitration.

(a) Informal Dispute Resolution by Engineering Firm. The Parties may agree to submit any engineering or technical dispute under this Agreement to the Engineering Firm, which submission may be made without submitting the engineering or technical dispute to engineering arbitration pursuant to Section 19.7(b) or to the dispute resolution process described in Sections 19.2 through 19.4. The Engineering Firm shall determine any unresolved disputed items within three Business Days of the submission of such dispute to the Engineering Firm, unless the Engineering Firm has good cause to extend such date for determination. The Parties shall each bear their own costs with respect to the submission of such dispute to the Engineering Firm and shall bear equally the cost of the Engineering Firm with respect to such dispute. The Engineering Firm’s award shall be in writing and state the reasons upon which it is based. The decision of the Engineering Firm shall be final and binding on the Parties, unless either Party expressly reserves the right to submit the dispute to engineering arbitration pursuant to Section 19.7(b) or to the dispute resolution process described in Sections 19.2 through 19.4.

(b) Engineering Arbitration. The Parties may agree to submit any engineering or technical dispute under this Agreement to engineering arbitration, which submission may be made without submitting the engineering or technical dispute to the Engineering Firm pursuant to Section 19.7(a) or to the dispute resolution process described in Sections 19.2 through 19.4. Such engineering arbitration shall be conducted
by an independent engineering arbitrator, which shall be an engineering firm with
nationally recognized engineering experience related to Comparable Highways and that is
acceptable to the City and the Concessionaire (and if the Parties fail to agree upon the
independent engineering arbitrator within five Business Days after the Parties agree to
submit the dispute to engineering arbitration, then the City and the Concessionaire shall
each appoint an independent engineering arbitrator and both such arbitrators shall be
instructed to select a third independent engineering arbitrator to conduct the engineering
arbitration). Such submission shall be in the form of written statements of position by
one or both of the Parties, which statements shall be provided to both the other Party and
the independent engineering arbitrator, with each Party having an opportunity to respond
to such written statements of the other Party and any requests for statements or
information by the independent engineering arbitrator, including in-person meetings;
provided, however, that all such submissions by a Party shall be made within 10 Business
Days of appointment of the independent engineering arbitrator and, notwithstanding any
provision herein to the contrary, any unresolved disputed items shall be determined by
the independent engineering arbitrator within seven Business Days of receipt by the
independent engineering arbitrator of the Parties' submissions of information unless such
independent engineering arbitrator has good cause to extend such date for determination.
The Parties shall each bear their own costs with respect to the arbitration of any such
engineering dispute and shall bear equally the cost of retaining such independent
engineering arbitrator. The independent engineering arbitrator's award shall be in writing
and state the reasons upon which it is based. The independent engineering arbitrator’s
award shall be final and binding on the Parties.

ARTICLE 20
MISCELLANEOUS

Section 20.1 Notice. All notices, other communications and approvals
required or permitted by this Agreement shall be in writing and shall be delivered, sent by
certified or registered mail (return receipt requested and postage prepaid), addressed as
follows:

(a) in the case of the City:

Corporation Counsel
City of Chicago
6th Floor
City Hall
121 North LaSalle Street
Chicago, Illinois 60602
with a copy to:

Mayer, Brown, Rowe & Maw LLP
190 South LaSalle Street
Chicago, Illinois 60603
Attention: John R. Schmidt, Esq.

(b) in the case of the Concessionaire:

[●]

or such other persons or addresses as either Party may from time to time designate by notice to the other. A notice, other communication or approval shall be deemed to have been sent and received (i) on the day it is delivered, or if such day is not a Business Day or if the notice is received after ordinary office hours (time of place of receipt), the notice, other communication or approval shall be deemed to have been sent and received on the next Business Day, or (ii) on the fourth Business Day after mailing if sent by U.S. registered mail.

Section 20.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement. The Parties acknowledge and agree (i) that each has substantial business experience and is fully acquainted with the provisions of this Agreement, (ii) that the provisions and language of this Agreement have been fully negotiated and (iii) that no provision of this Agreement shall be construed in favor of any Party or against any Party by reason of such provision of this Agreement having been drafted on behalf of one Party rather than the other.

Section 20.3 Amendment. This Agreement may be amended, changed or supplemented only by a written agreement signed by the Parties.

Section 20.4 Waiver of Rights. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such
right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

Section 20.5 Severability. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable Law. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. If any provision of this Agreement or the application thereof to any Person or circumstances is held or deemed to be or determined to be invalid, inoperative or unenforceable in any particular case in any particular jurisdiction or jurisdictions because it conflicts with any other provision or provisions hereof or of any applicable Law, or public policy, or for any other reason, (i) such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever, and (ii) the Parties shall negotiate in good faith to amend this Agreement to implement the provisions set forth herein. If the Parties cannot agree on an appropriate amendment, either Party may refer the matter for determination pursuant to the dispute resolution procedure in Article 19. If, by means of the dispute resolution procedure, the Parties are unable, as a result of applicable Law, to resolve the matter in a manner that effectively entitles the City to have the same rights after the aforesaid determination of invalidity or unenforceability as before, the City shall have the right to enact, and cause to come into force, any Law to provide for the same or substantially the same rights as were determined to be invalid or unenforceable.

Section 20.6 Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Illinois (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

Section 20.7 Submission to Jurisdiction. Subject to Article 19, any action or proceeding against the Concessionaire relating in any way to this Agreement may be brought and enforced in the federal or state courts in the State of Illinois in the County of Cook, and the Concessionaire hereby irrevocably submits to the jurisdiction of such courts with regard to any such action or proceeding, and irrevocably waives, to the fullest extent permitted by applicable Law, any objection it may have now or hereafter have to the laying of venue of any such action or proceeding in such courts and any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Service of process on the City may be made, either by registered or certified mail addressed as provided for in Section 20.1 or by personal delivery on the Clerk of the City. Service of process on the Concessionaire may be made either by registered or certified mail addressed as provided for in Section 20.1 or by delivery to the Concessionaire’s registered agent for service of process in the State of Illinois. If the Concessionaire is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any documents which may be in its possession
by reason of this Agreement, the Concessionaire shall give prompt notice to the Corporation Counsel of the City. The City may contest such process by any means available to it before such records or documents are submitted to a court or other third party; provided, however, that the Concessionaire shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 20.8 Further Acts. The Parties shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, each Party will, at any time and from time to time, execute and deliver or cause to be executed and delivered such further instruments and take such further actions as may be reasonably requested by the other Party in order to cure any defect in the execution and/or delivery of this Agreement.

Section 20.9 Costs. Except as otherwise provided in this Agreement, each Party shall be responsible for its own costs and expenses incurred in connection with performing and observing its obligations and covenants under this Agreement.

Section 20.10 Interest. Any amount not payable when due under this Agreement shall bear interest at a variable nominal rate per annum equal on each day to the Bank Rate then in effect plus 3%, from the date such payment is due until payment and both before and after judgment.

Section 20.11 Inurement and Binding Effect. This Agreement shall inure to the benefit of the Parties and their respective permitted successors and assigns and be binding upon the Parties and their respective successors and assigns.

Section 20.12 No Partnership or Third Party Beneficiaries. Except as expressly provided herein to the contrary (including with respect to such rights as are expressly granted to each Leasehold Mortgagee pursuant to this Agreement), nothing contained in this Agreement shall constitute or be deemed to create a partnership, joint venture or principal and agent relationship between the City and the Concessionaire, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any Person not a Party to this Agreement.

Section 20.13 Cumulative Remedies. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

Section 20.14 Counterparts; Facsimile Execution. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Agreement shall be effective when it has been executed by each Party and delivered to all Parties. To evidence the fact that it has executed this
Agreement, a Party may send a copy of its executed counterpart to the other Party by facsimile transmission. Such Party shall be deemed to have executed and delivered this Agreement on the date it sent such facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed on its behalf by its Mayor pursuant to due authorization of the City Council and the Concessionaire has caused this Agreement to be duly executed pursuant to due authorization, all as of the day and year first above written.

CITY OF CHICAGO

By: ______________________________________
    Richard M. Daley
    Mayor

[CONCESSIONAIRE]

By: ______________________________________
    Name:
    Title:

Schedules 1, 2, 3, 4, 5, 6, 7, 8 and 9 referred to in this Chicago Skyway Concession and Lease Agreement read as follows:
Schedule 1.
(To Chicago Skyway Concession
And Lease Agreement)

Contracts.

Completed CIP Contracts.

1. Contract (Number 811), awarded September 24, 2002, between the City of Chicago (Department of Transportation) and American Bridge Co. (Skyway Toll Bridge System Calumet River Bridge Steel Substructure Rehabilitation).

2. Contract (Number 823), awarded September 9, 2002, between the City of Chicago (Department of Transportation) and American Bridge Co./Danny's Construction Company, Inc. Joint Venture (Skyway Toll Bridge System Commercial Avenue Truss and Steel Substructure Rehabilitation).


4. Contract (Number P011929), awarded July 16, 2001, between the City of Chicago (Department of Transportation) and F. H. Paschen/S. N. Nielsen, Inc. (Skyway Toll Bridge System Commercial Avenue Viaduct Shoring Towers).

5. Contract (Number P012070), awarded July 18, 2002, between the City of Chicago (Department of Transportation) and F. H. Paschen/S. N. Nielsen, Inc. (Chicago Skyway Toll Bridge System 106th Street South Pier Construction).

6. Contract (Number P012053), awarded July 19, 2002, between the City of Chicago (Department of Transportation) and F. H. Paschen/S. N. Nielsen, Inc. (Chicago Skyway Toll Bridge System 106th Street Pier Construction).

7. Contract (Number P012042), awarded May 16, 2002, between Gonzales Construction Company and the City of Chicago (Skyway Toll Bridge System Commercial/Calumet/100th Median Reconstruction).

8. Contract (Number P012019A), awarded March 12, 2002, between the City of Chicago (Department of Transportation) and Illinois Constructors Corp. (Skyway Toll Bridge System Skyway Pier Reconstruction and Repair).
9. Contract (Number P012044), awarded September 19, 2002, between the City of Chicago (Department of Transportation) and Riteway Construction Services, Inc. (Chicago Skyway Toll Bridge System 106th Street Viaduct Pavement on Grade).

10. Contract (Number P011928), awarded July 31, 2001, between the City of Chicago (Department of Transportation) and S&J Construction Co. Inc. (Skyway Toll Bridge System Commercial/Calumet River Bridge Floorbeam Strengthening).

11. Contract (Number P012057), awarded July 23, 2002, between the City of Chicago (Department of Transportation) and S&J Construction Co. Inc. (Chicago Skyway Toll Bridge System 100th Street Truss and Steel Substructure Rehabilitation).

12. Contract (Number 1457), awarded April 30, 2003, between the City of Chicago (Department of Transportation) and Walsh/II In One Joint Venture (Chicago Skyway Toll Bridge System Commercial Avenue Viaduct and the Calumet River Bridge Reconstruction of East Bound Lanes).

13. Contract (Number 1287), awarded April 11, 2003, between the City of Chicago (Department of Transportation) and Walsh/II In One Joint Venture (Chicago Skyway Toll Bridge System 106th Street Viaduct Eastbound Reconstruction).

14. Contract (Number 1459), awarded April 30, 2003, between the City of Chicago (Department of Transportation) and Walsh/II In One Joint Venture (Chicago Skyway Toll Bridge System Calumet River Bridge and the 100th Street Viaduct Reconstruction of East Bound Lanes).

15. Contract (Number 621), awarded October 28, 2002, between the City of Chicago (Department of Transportation) and Walsh Construction Company of Illinois (Chicago Skyway Toll Bridge System 106th Street Viaduct Temporary Widening).

16. Contract (Number P011905), awarded April 24, 2001, between the City of Chicago and A&L, Inc. (Skyway Toll Bridge System 75th Street to 79th Street Viaduct Reconstruction).

On-Going CIP Contracts.


2. Contract (Number 4510), awarded between the City of Chicago and F. H. Paschen/S. N. Nielsen, Inc. (Chicago Skyway Toll Bridge System, the Calumet River Bridge and the 100th Street Viaduct Reconstruction of Westbound Lanes).


4. Contract (Number P012046), awarded August 16, 2002, between the City of Chicago and Riteway Construction Services, Inc. (Skyway Toll Bridge System Maintenance of Traffic).

5. Contract (Number 6717), awarded September 13, 2004, between the City of Chicago and Dunnet Bay Construction Company (Chicago Skyway Toll Bridge System Skyway Toll Plaza Widening).


Completed Engineering Contracts.


2. Professional Services Agreement (Number T27909), awarded April 8, 1999, between Consoer Townsend Envirodynne Engineers, Inc. and the City of Chicago (Department of Transportation) (Consulting Engineer Services Chicago Skyway Annual Bridge and Infrastructure Inspections, Planning and Analysis).
3. Professional Services Agreement (Number C030288), awarded July 23, 2002, between the City of Chicago (Department of Transportation) and Edwards and Kelcey Design Services, Inc. (Professional Design Engineering Services Skyway Toll Bridge System -- Commercial Avenue Viaduct, Calumet River Bridge and 100th Street Viaduct) (Number C030288).

4. Professional Consulting Services Agreement (Number T27598), awarded August 17, 1998, between STV, Inc. and the City of Chicago (Department of Transportation).

5. Professional Services Agreement (Number T27910), awarded March 15, 2000, between URS Greiner Woodward Clyde and the City of Chicago (Department of Transportation) (Chicago Skyway Traffic, Toll Collection and Revenue Analysis Consulting Engineer Services).

6. Professional Services Agreement (Number T27911), awarded September 18, 2000, between Bowman, Barrett & Associates and the City of Chicago (Department of Transportation (Phase I and II Chicago Skyway 106th Street Viaduct).

7. Professional Services Agreement (Number C028096), awarded February 5, 2001, between the City of Chicago (Department of Transportation) and Consoer Townsend Enviroydne Engineers, Inc. (Professional Design Services Chicago Skyway Commercial Avenue Viaduct and Calumet River Bridge Phase II).

8. Professional Services Agreement (Number C030480), awarded November 8, 2002, between the City of Chicago (Department of Transportation) and DB Sterlin Consultants, Inc. (Professional Consulting Engineering Services Chicago Skyway Toll Bridge System 92nd Street Ramps).

9. Professional Services Agreement (Number T27904), awarded April 15, 1999, between H. W. Lochner, Inc. and the City of Chicago (Department of Transportation) (As Needed Bridge and Transit Chicago Skyway Structural/ Civil Engineering Services), as amended.

On-Going Engineering Contracts.

1. Professional Services Agreement (Number T27907), awarded May 19, 1999, between Alfred Benesch & Company and the City of Chicago (Department of Transportation) (As Needed Bridge and Transit Chicago Skyway Construction Engineering Services).
2. Professional Services Agreement (Number T27607), awarded August 3, 1998, between Consoer Townsend Envirowaste Engineers, Inc. and the City of Chicago (Department of Transportation) (As Needed Structural/Civil Engineering Design Services for The Chicago Skyway Toll Bridge).

3. Professional Services Agreement (Number C030273A), awarded September 3, 2002, between the City of Chicago (Department of Transportation) and Harry O. Hefer Associates, Inc. (Professional Construction Engineering Services Skyway Toll Bridge System).

4. Professional Services Agreement (Number C030121), awarded February 4, 2002, between the City of Chicago (Department of Transportation) and HNTB Corporation (Professional Construction Engineering Services Skyway High Bridge Corridor Program).

5. Professional Engineering Consultant Services Agreement (Number T26954), awarded October 6, 1993, between Parsons DeLeuw, Inc. and the City of Chicago (Department of Streets and Sanitation), as amended.

6. Professional Consulting Services Agreement (Number T27606), awarded August 17, 1998, between TY Lin International Bascor, Inc. and the City of Chicago (Department of Transportation) (Construction Engineering Services for the Chicago Skyway Toll Bridge).

7. Professional Services Agreement (Number C030504), awarded December 31, 2002, between the City of Chicago (Department of Transportation) and URS Corporation, doing business as URS Corporation Americas, Inc.) (Professional Design Engineering Services Skyway Toll Bridge System -- Consulting Engineer).

Other Skyway Contracts.

1. The McDonald's Lease.

2. That portion of the Professional Services Agreement, dated May 1, 2002 and as amended on April 1, 2002 and July 1, 2002, between Seaway National Bank and the City that relates to the Skyway.

4. Agreement, dated February 11, 1963 and as amended on April 25, 1963, between the Department of Streets and Sanitation of the City and the Department of Public Works and Buildings of the State of Illinois (precursor for these purposes to the Department of Transportation of the State of Illinois).

5. Letter of Information, dated January 13, 2004, from the Department of Transportation of the State of Illinois to the Department of Transportation of the City (regarding work to be performed on the Skyway in connection with the reconstruction of the Dan Ryan Expressway).

6. Warranty, commenced December 2, 2003, as delivered in that Letter, dated April 29, 2004, from Walsh/II In One Joint Venture to Chicago Department of Transportation (related to Contract (Number 1287), awarded April 11, 2003, between the City of Chicago (Department of Transportation) and Walsh/II In One Joint Venture (Chicago Skyway Toll Bridge System 106th Street Viaduct Eastbound Reconstruction)).

7. Warranty, commenced April 3, 2004, as delivered in that Letter, dated May 27, 2004, from Walsh/II In One Joint Venture to Chicago Department of Transportation (related to Contract (Number 1459), awarded April 30, 2003, between the City of Chicago (Department of Transportation) and Walsh/II In One Joint Venture (Chicago Skyway Toll Bridge System Calumet River Bridge and the 100th Street Viaduct Reconstruction of Eastbound Lanes)).


9. Warranty, commenced April 6, 2004, as delivered in that Letter, dated May 27, 2004, from Walsh/II In One Joint Venture to Chicago Department of Transportation (related to Contract (Number 1457), awarded April 30, 2003, between the City of Chicago (Department of Transportation) and Walsh/II In One Joint Venture (Chicago Skyway Toll Bridge System Commercial Avenue Viaduct and the Calumet River Bridge Reconstruction of Eastbound Lanes)).

10. Warranty, commenced August 14, 2004, as delivered in that Letter, dated August 17, 2004, from A&L, Inc. to Chicago Department of Transportation
(related to Contract (Number P011905), awarded April 24, 2001, between the City of Chicago and A&L, Inc. (Skyway Toll Bridge System 75th Street to 79th Street Viaduct Reconstruction) (Number C.D.O.T. E-7-027)).

11. Guarantee, commenced July 30, 2004, as delivered in that Letter, dated July 28, 2004, from Aquamist Plumbing & Lawn Sprinkling Co., Inc. to City of Chicago Department of Transportation (related to Contract (Number P011905), awarded April 24, 2001, between the City of Chicago and A&L, Inc. (Skyway Toll Bridge System 75th Street to 79th Street Viaduct Reconstruction)).

Assigned Skyway Contracts.

1. The items listed on this Schedule 1 under the heading “Other Skyway Contracts” are incorporated herein by reference.

2. That portion of the Contract (Number P011905), awarded April 24, 2001, between the City of Chicago and A&L, Inc. (Skyway Toll Bridge System 75th Street to 79th Street Viaduct Reconstruction) that relates to the rights and obligations as to landscape and irrigation maintenance (Section VIII-7 of the specifications).

3. That portion of the Contract (Number 4641), awarded March 1, 2004, between Dunnet Bay Construction Company and the City of Chicago (Chicago Skyway Toll Bridge System 106th Street Viaduct Westbound Reconstruction) that relates to the rights and obligations as to landscape and irrigation maintenance (Item 157 of the specifications).

Schedule 2.
(To Chicago Skyway Concession
And Lease Agreement)

Specific Concessionaire Required Capital Improvements.

Section 1. Specific Capital Improvements. Pursuant to Section 4.2 of the Agreement, the Concessionaire, in addition to and in accordance with all other requirements of the Agreement, shall fund and complete the following capital
improvements (the “Specific Capital Improvements”) related to the Skyway at its sole cost and expense:

(a) Commercial Avenue Viaduct. Design and preparation of construction documents and construction work for the painting of the Commercial Avenue viaduct.

(b) 100th Street Viaduct. Design and preparation of construction documents and construction work for the painting of the 100th Street viaduct.


(i) The amounts, limits and locations of the work shall be proposed by the Concessionaire for Approval by the City based on the actual deficiencies, conditions and findings related to the Skyway roadways at the time of submission of the scope of work pursuant to Section 2(b) of this Schedule 2.

(ii) In developing the scope of work for the Skyway roadways, the Concessionaire shall (A) consider the extent to which complete pavement structure removal and replacement or, alternatively, patching and resurfacing, is warranted and (B) include all drainage enhancements, shoulder work, roadside safety features, and curb and gutter replacement, to the extent necessitated by the actual deficiencies, conditions and findings related to the Skyway roadways.

(d) Marquette Road Viaduct. Design and preparation of construction documents and construction work for the rehabilitation of the Marquette Road viaduct.

(i) The amount and limits of the work shall be proposed by the Concessionaire for approval by the City based on the actual deficiencies, conditions and findings related to the Marquette Road viaduct at the time of submission of the scope of work pursuant to Section 2(b) of this Schedule 2.

(ii) Notwithstanding the foregoing, the scope of work submitted by the Concessionaire for the Marquette Road viaduct shall include: (A) complete replacement of the entire deck with high performance concrete; (B) complete replacement of the wearing surface with latex modified concrete; (C) complete replacement of the parapets; (D) complete replacement of the bridge deck joints;
(E) replacement, rehabilitation, modification or repair of the steel superstructure in whole or in part based on the condition of such steel superstructure at the time of submission of the scope of work and a fatigue life analysis; (F) replacement, rehabilitation, modification or repair of the substructure piers and abutments in whole or in part based on the condition of such substructure piers and abutments at the time of submission of the scope of work and a fatigue life analysis.

(e) Overpass Structures. Design and preparation of construction documents and construction work for the Overpass Structures.

(i) The amount and limits of the work shall be proposed by the Concessionaire for approval by the City based on the actual deficiencies, conditions and findings related to the Overpass Structures at the time of submission of the scope of work pursuant to Section 2(b) of this Schedule.

(ii) Notwithstanding the foregoing, the scope of work submitted by the Concessionaire for the Overpass Structures shall include: (A) complete replacement of the entire deck of each Overpass Structure with high performance concrete; (B) complete replacement of the wearing surface of each Overpass Structure with latex modified concrete; (C) complete replacement of the parapets of each Overpass Structure; (D) complete replacement of the bridge deck joints of each Overpass Structure; (E) replacement, rehabilitation, modification or repair of the steel superstructure of each Overpass Structure in whole or in part based on the condition of such steel superstructure at the time of submission of the scope of work and a fatigue life analysis; (F) replacement, rehabilitation, modification or repair of the substructure piers and abutments of each Overpass Structure in whole or in part based on the condition of such substructure piers and abutments at the time of submission of the scope of work and a fatigue life analysis.

Section 2. Requirements Related To Specific Capital Improvements.

(a) Compliance With Agreement. All design, plan development and construction work related to the Specific Capital Improvements shall comply with the requirements of this Agreement, including the applicable chapter of the Operating Standards and the codes, manuals and guidelines contained in the reference documents of each applicable chapter of the Operating Standards.

(b) Submission Of Scope Of Work. The Concessionaire shall submit a written and detailed scope of work (including a preliminary set of construction documents)
to the City for review, conformance verification with the intended level of work and approval prior to the start of final development of plans and construction documents for each Specific Capital Improvement.

(c) Submission Of Construction Documents. The Concessionaire shall submit final construction documents to the City for review, approval and applicable permitting prior to the start of construction of each Specific Capital Improvement.

(d) Completion Of Work. The Specific Capital Improvements shall be completed in accordance with the following schedule:

(i) no later than December 31, 2005, the Concessionaire shall substantially complete design and preparation of construction documents for (A) the painting of the Commercial Avenue viaduct, (B) the painting of the 100th Street viaduct, (C) the Skyway Roadways work and (D) the Marquette Road viaduct work;

(ii) no later than December 31, 2006, the Concessionaire shall substantially complete (A) design and preparation of construction documents for the Overpass Structures work, (B) the construction work for the painting of the Commercial Avenue viaduct and (C) the construction work for the painting of the 100th Street viaduct;

(iii) no later than December 31, 2007, the Concessionaire shall substantially complete the construction work for (A) the Marquette Road viaduct and (B) the Skyway Roadways; and

(iv) no later than December 31, 2008, the Concessionaire shall substantially complete the construction work for the Skyway Overpasses.

(e) Effect Of Operating Standards. The City covenants and agrees that the Concessionaire shall not be in default under the terms of this Agreement, including for failure to comply with the Operating Standards, in relation to the condition of the portions of the Skyway that are subject to the Specific Capital Improvements (with the exception of the Skyway Overpasses) at any time prior to December 31, 2007, and the condition of the Skyway Overpasses prior to December 31, 2008, provided that the Concessionaire complies with the requirements of this Schedule 2, including the scope of work and construction documents approved by the City pursuant to Sections 2(b) and (c) of this Schedule 2 and, provided further, that the Concessionaire complies with all other terms of the Agreement, including the Concessionaire's general ongoing maintenance obligations related to the portions of the Skyway subject to the Specific Capital Improvements.
Schedule 3.
(To Chicago Skyway Concession
And Lease Agreement)

Operating Standards.

Volume I Of II.

Maintenance Manual.

A. ORGANIZATION AND GENERAL INFORMATION

A.1. Purpose of Manual

The purpose of this Manual is to provide guidelines and criteria to the Concessionaire for performing maintenance activities on the Chicago Skyway Toll Bridge System.

A.2. Maintenance Objective

The objective of maintenance work within the Skyway Land is to provide a safe and pleasant passage throughout the Skyway system for Skyway users, while maintaining the Skyway as an asset. The major objectives of the Concessionaire's maintenance program include, but are not limited to, the following:

- Maintaining all Skyway features, elements, components and systems in the best possible condition at all times.
- Improving sub-standard features, with the ultimate goal to meet and exceed the minimum standards.
- Preserving the Rights-Of-Way, and each type of roadway, structure, safety convenience or device, planting, illumination equipment and other facility, in a safe and usable condition to which it has been improved or constructed.
- Providing proper maintenance, safety and traffic devices for minimal disruptions and hazards to traffic.
- Identifying and correcting inadequate safety features and situations.
- Establishing an inventory of maintenance features, including a method of locating/referencing those features.
- Establishing work procedures.
- Maintaining a regular program of maintenance for all aspects of Skyway maintenance.
- Providing immediate and proper response to emergency and third-party events.
- Performing routine, preventative, on-demand and emergency maintenance activities and work.
- Maintaining the toll revenue systems, special safety conveniences and devices, and illumination equipment.
A.3. Chicago Skyway Location Map
A.4. Review of Construction Projects & As-Built Drawings

Whenever maintenance work requires that a member, component, system or element, etc. be replaced, or significantly repaired, the Concessionaire must create a set of original construction documents and drawings, sealed by a Licensed Professional or Structural Engineer in the State of Illinois. The construction drawings and documents will be subject to review and permit by the City, as appropriate for the work proposed.

Upon completion of construction, the Concessionaire shall prepare and submit to the City a complete set of original and As-Built Drawings in both hard copy and electronic format for the work completed. In addition, the Concessionaire will be responsible for creating a separate original and As-Built set of drawings for the record. The As-Built drawings shall be stamped or marked “AS-BUILT”, dated, and must be saved and placed in order with all other drawings that exist for the Skyway.

A.5. Protection of Natural Resources

The protection of Natural Resources is an essential and significant activity within the Skyway Land. The Concessionaire must make all efforts to comply with all requirements in protecting the natural resources of the region, the environment and any threatened or endangered species.

If a project or activity may affect resources, such as wetlands, flood plains, Section 4(f) properties, or threatened and endangered species, an evaluation of alternatives appropriately addressing avoidance, minimization, and mitigation options as required by regulations applicable to these resources must be prepared. In addition, if the preferred alternative will affect such resources, adequate justification must be provided to explain why avoidance alternatives were not selected.

A.5.1. Noise Control

Special efforts must be made in the development of a project or activity to comply with Federal, State, and local requirements for noise control. Efforts must be made to consult with appropriate officials to obtain the views of the affected communities regarding noise impacts and abatement measures; and to mitigate any highway-related or construction noise impacts.

Construction noise must be controlled in accordance with the IDOT “Standard Specifications for Road and Bridge Construction”, current edition.

A.5.2. Water Quality

Water quality must be maintained within and around the Skyway Land. No construction improvement, maintenance activity, or daily activity may decrease the quality of surface waters, ground waters, or wetlands.
A.5.3. *Air Quality*

The Skyway is located in a non-attainment area of the State of Illinois, and as such, all improvements within the Skyway Land must conform to State, regional and Federal air implementation plans.

A.5.4. *Dust Control*

Dust control is essential in maintaining clean air and the prevention of airborne pollutants. Dust must be controlled within the Skyway Land by implementing best management practices for all construction and daily activities including land disturbance, demolition, and material handling processes.

A.5.5. *Threatened and Endangered Species*

In the development of a project, an assessment must be made of the likely impacts on species of plants or animals listed at the Federal and/or State level as threatened or endangered, and on State-designated Natural Areas. Every effort must be made to minimize the likelihood of jeopardizing the continued existence of listed threatened or endangered species or the destruction or adverse modification of a Natural Area or an area of habitat which has been designated as critical habitat or essential habitat.

A.6. *Abbreviations and Acronyms*

The following abbreviations and acronyms are applicable for both Volume I – Maintenance Manual, and for Volume II – Operations and Procedures Manual.

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Definition</th>
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<tbody>
<tr>
<td>AADT</td>
<td>Average Annual Daily Traffic</td>
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<tr>
<td>AAN</td>
<td>American Association of Nurserymen</td>
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<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials</td>
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<tr>
<td>ADA</td>
<td>American's with Disabilities Act</td>
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<tr>
<td>ADT</td>
<td>Average Daily Traffic</td>
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<tr>
<td>AIA</td>
<td>American Institute of Architects</td>
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<tr>
<td>ANSI</td>
<td>American National Standards Institute</td>
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<tr>
<td>ASME</td>
<td>American Society of Mechanical Engineers</td>
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<td>ASTM</td>
<td>American Society for Testing and Materials</td>
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<tr>
<td>ATD</td>
<td>Automatic Traction Devices</td>
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<tr>
<td>AWWA</td>
<td>American Water Works Association</td>
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<tr>
<td>BA</td>
<td>Bachelor of Arts</td>
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<tr>
<td>BDE</td>
<td>Bureau of Design &amp; Environment – Illinois Department of Transportation</td>
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<tr>
<td>Acronym</td>
<td>Description</td>
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<tr>
<td>BLR&amp;S</td>
<td>Bureau of Local Roads &amp; Streets – Illinois Department of Transportation</td>
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<tr>
<td>BOE</td>
<td>Bureau of Electricity – City of Chicago</td>
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<tr>
<td>BS</td>
<td>Bachelor of Science</td>
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<tr>
<td>BSCE</td>
<td>Bachelor of Science – Civil Engineering</td>
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<td>CATS</td>
<td>Chicago Area Transportation Study</td>
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<tr>
<td>CCTV</td>
<td>Closed-Circuit Television</td>
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<tr>
<td>CDOT</td>
<td>Chicago Department of Transportation</td>
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<tr>
<td>CFD</td>
<td>Chicago Fire Department</td>
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<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
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<tr>
<td>City</td>
<td>City of Chicago</td>
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<tr>
<td>CMA</td>
<td>Calcium Magnesium Acetate</td>
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<tr>
<td>COOP</td>
<td>Concept of Operations Plan</td>
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<td>CPD</td>
<td>Chicago Police Department</td>
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<td>DMS</td>
<td>Dynamic Message Sign</td>
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<td>DHS</td>
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<td>EMM</td>
<td>Emergency Management Manual</td>
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<td>Emergency Operations Center</td>
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<td>Emergency Operations Plan</td>
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<td>Environmental Protection Agency</td>
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<td>Emergency Support Function</td>
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<td>Federal Emergency Management Agency</td>
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<td>Federal Highway Administration</td>
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<td>GCM</td>
<td>Gary/Chicago/Milwaukee ITS Corridor Working Group</td>
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<td>HAL</td>
<td>High Accident Location</td>
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<tr>
<td>HAR</td>
<td>Highway Advisory Radio</td>
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<td>Abbreviation</td>
<td>Full Name</td>
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<tr>
<td>HSAS</td>
<td>Homeland Security Advisory System</td>
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<td>HVAC</td>
<td>Heating, Ventilation and Air Conditioning</td>
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<td>ICC</td>
<td>International Code Council</td>
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<td>ICS</td>
<td>Incident Command System</td>
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<td>IDNR-OWR</td>
<td>Illinois Department of Natural Resources – Office of Water Resources</td>
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<td>IDOT</td>
<td>Illinois Department of Transportation</td>
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<td>Illinois Emergency Management Agency</td>
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<td>IEPA</td>
<td>Illinois Environmental Protection Agency</td>
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<td>IESNA</td>
<td>Illuminating Engineering Society of North America</td>
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<td>IEEE</td>
<td>Institute of Electrical and Electronic Engineers</td>
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<td>ITE</td>
<td>Institute of Transportation Engineers</td>
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<td>ITS</td>
<td>Intelligent Transportation Systems</td>
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<tr>
<td>MOT</td>
<td>Maintenance of Traffic</td>
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<tr>
<td>MSDS</td>
<td>Material Safety Data Sheet</td>
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<tr>
<td>MSE</td>
<td>Mechanically Stabilized Earth</td>
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<td>MUTCD</td>
<td>Manual on Uniform Traffic Control Devices</td>
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<tr>
<td>NBIS</td>
<td>National Bridge Inspection Standards</td>
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<td>NCHRP</td>
<td>National Cooperative Highway Research Program</td>
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<td>National Electrical Code</td>
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<td>National Electrical Manufacturers Association</td>
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<td>National Fire Protection Association</td>
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<td>National Highway Institute</td>
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<td>National Incident Management System</td>
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<td>NIOSH</td>
<td>National Institute for Occupational Safety and Health</td>
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<td>NOAA</td>
<td>National Oceanic &amp; Atmospheric Administration</td>
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<tr>
<td>NPDES</td>
<td>National Pollutant Discharge Elimination System</td>
</tr>
<tr>
<td>NWR</td>
<td>NOAA Weather Radio</td>
</tr>
<tr>
<td>O &amp; M</td>
<td>Operations and Maintenance</td>
</tr>
<tr>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
</tr>
<tr>
<td>OSHA</td>
<td>Occupational Safety and Health Administration</td>
</tr>
</tbody>
</table>
PCC  Portland Cement Concrete
PE   Professional Engineer
PERI Public Entity Risk Institute
QA/QC Quality Control/ Quality Assurance
RPZ  Reduced Pressure Zone
RWIS Road Weather Information System
SHRP Strategic Highway Research Program
SE   Structural Engineer
SICP Snow and Ice Control Plan
Skyway Chicago Skyway Toll Bridge System
SSPC Society for Protective Coatings
SUV  Sport Utility Vehicle
TCS  Toll Collection System
TRB  Transportation Research Board
UL   Underwriters Laboratory
UPS  Uninterruptible Power Supply
USDA United States Department of Agriculture
USGS United States Geological Society
USEPA United States Environmental Protection Agency
VOC  Volatile Organic Compound
WPOA Western Plumbing Officials Association
B. ROADWAY MAINTENANCE

B.1. Definitions

Access Roads: Those roadways located within the Skyway Land that are closed to the general public and are intended only for use by maintenance, inspection or utility traffic. These are low-type pavements constructed of gravel, grindings, or earth.

Asphalt: A brown to black solid bituminous material, soluble in gasoline or naptha.

Base Course: The layer or layers of a specified material of designed thickness placed on a subbase or a subgrade to support a surface course.

Bituminous Concrete: A designed combination of dense graded mineral aggregate filler and asphalt cement mixed in a central plant, laid and compacted while hot.

Bleeding: An area where the bituminous mix is too rich, causing the asphalt material to ooze to the surface in puddles and leaving a slick and slippery area.

Cold Mix: A high quality carefully controlled and prepared bituminous mixture of asphalt material and mineral aggregate that is stockpiled for future use, and spread and compacted at the job site when the mix is at or near ambient temperature.

Composite Pavement: A pavement structure consisting of a Portland Cement Concrete base course overlaid with one or more courses of bituminous surface material.

Emulsion: A liquid asphalt material thinned by the addition of an emulsifying agent and water, which will evaporate after spraying or spreading and working aggregate into it.

Flexible Pavement: A pavement structure which maintains contact with and distributes loads to the subgrade and depends on aggregate interlock, particle friction, and cohesion for stability.

Heave or Settlement: Displacement of rigid-type pavement by a combination of vertical and horizontal stresses due to expansion or contraction of the subgrade. When heave or settlement in a concrete pavement is caused by pavement expansion from excessive heat it is also commonly referred to as a pavement blowup.

Hot Mix: A high quality carefully controlled hot plant bituminous mixture of asphalt cement and dense graded high quality aggregate, which is spread and compacted at the job site while the mix is at an elevated temperature.

Mainline: The portion of the multi-lane Skyway traveled way extending from shoulder line to shoulder line or from curb line to curb line.

Mudjacking: A pavement subbase reinforcement technique which involves raising a sound, rigid pavement slab to its original line and grade by performing controlled and even pressure grouting into the supporting subbase or subgrade.

Overlay: A layer of new bituminous concrete over an existing bituminous or concrete pavement.

Pothole: An area where a piece of pavement has broken free and been removed, leaving a hole.
Ramp: The portion of the traveled way that provides access between the mainline and the local street network, extending from shoulder line to shoulder line or from curb line to curb line.

Raveling: The progressive loosening of the material in the courses of a road as aggregates separate from the asphalt binding material.

Resurfacing: Placing of one or more new layers of material on an existing pavement surface.

Rigid Pavement: A pavement structure which distributes loads to the subgrade, and has only one course constructed with Portland cement concrete, bounded by joints and edges.

Rocking or Pumping Pavement: Conditions in which one or more rigid or composite pavement sections move or rotate under wheel contact, with the slab itself remaining relatively sound.

Rutted and Shoved Pavement: Deformations in which the bituminous surface of the pavement has worn into longitudinal ruts due to repetitive passes of vehicle tires, or transverse corrugations due to vehicle deceleration and acceleration.

Shoulder: The portion of the roadway extending from edge of the mainline or ramp pavement to the unpaved top of earth embankment, or to the base of a barrier wall.

Subbase: An auxiliary course to furnish needed stability, usually due to poor subgrade.

Subgrade: That portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of any other material which may be specified, is to be placed.

B.2. References

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:

- "Standard Specifications for Road and Bridge Construction", IDOT.
- "Supplemental Specifications and Recurring Special Provisions", IDOT.
- "Highway Standards", IDOT.
- "Bureau of Design & Environment Manual", IDOT.
- "BDE Procedure Memoranda", IDOT.
- "BDE Special Provisions", IDOT.
- "Guide for Design of Pavement Structures, Volume I", AASHTO.
- "A Policy on Geometric Design of Highways and Streets", AASHTO.
- "Pavement Management Guide", AASHTO.
- "SHRP-H-348: Asphalt Pavement Repair Manuals of Practice", FHWA.
- "SHRP-H-349: Concrete Pavement Repair Manuals of Practice", FHWA.
- "Approved Materials List", IDOT.
- "Construction Manual", IDOT.
B.3. Policy for Performing Pavement and Shoulder Maintenance Work

B.3.1. Objective

The objective of Roadway Maintenance is to ensure that all pavements within the Skyway Land remain safe, smooth, durable, stable; and that work is conducted in a manner so as to prevent and repair deterioration of the roadway and shoulder pavement, thereby ensuring the safe and orderly movement of traffic.

Roadways require: repairs to cracks, spalls, potholes, etc.; removal and replacement of pavement sections; reconstruction of the pavement structure; continual maintenance; and sweeping and cleaning of the roadway surfaces.

B.3.2. Responsibility of Concessionaire

In order to meet the requirements of this Chapter, the Concessionaire must engage in practices to ensure that all Roadway pavements remain open to traffic at all times, and to continually remain functional, carry the intended traffic, provide a safe means of passage to the Skyway users, and meet all safety, aesthetic and economic benefits. This requires that the Concessionaire carry out its obligations in accordance with this Chapter in a manner that maintains and/or improves the condition and functionality of the Roadways.

The Concessionaire must perform Roadside maintenance, inspection and work activities at a frequency that ensures uniform and consistent compliance with all City, State and Federal regulations, and the requirements specified within this Chapter.

The Roadways to be maintained include: mainline; ramps; access roads; and mainline and ramp shoulders.

All materials and construction requirements for Roadway work performed by the Concessionaire must conform to the appropriate and applicable requirements of the IDOT Standard Specifications and the Referenced Documents noted in Section B.2 of this Chapter.

To the greatest extent possible, when performing Roadway work the Concessionaire must utilize the newest techniques implemented and approved State-wide for major highway contracts to provide longer pavement life, maximize the reuse of materials, and to minimize motorist inconvenience.

During all work, the Concessionaire must establish and continually maintain traffic control and protection as addresses by the requirements of Volume II – Operations and Procedures Manual, Chapter G, “Traffic and Travel Management Plan”.

Once a particular maintenance repair has been started, the work must continue during consecutive working days as weather permits until a thorough and workmanlike repair has been achieved. The objective of every repair is to correct all roadway deficiencies, to preserve the value of the Skyway as a capital asset, and to restore a riding quality satisfactory to the Skyway users.

The Concessionaire shall make routine Roadway Maintenance inspections part of its daily activities, and all Concessionaire staff who travel the Skyway for any reason must be instructed to report any roadway maintenance need observed.
Work on the Roadway and pavements within the Skyway Land that must be performed by the Concessionaire include the following:

- **General:**
  - Investigate, inspect, and rectify the underlying cause or the origin of the defect or damage before commencing repair work.
  - Ensure that all pavement repairs are of the required structural thicknesses; are constructed to a minimum depth equal to that of the distressed pavement; and provide a dense, smooth and level transition between the treated area and the adjacent undisturbed pavement surface.
  - Repair all pavement surfaces in a manner to match the profile, grades and cross slopes of the roadway; and ensure that all repair areas are free of depressions or humps, and there is no separation at the adjacent undisturbed pavement joints.
  - Ensure that temporary repairs and patching have been made with appropriate materials and workmanship to withstand traffic loading until a permanent repair can be made.
  - Remove and properly dispose all debris and loose material, and leave the work site in a clean condition.

- **Bituminous Surface Repairs:**
  - Repair bituminous surfaces and pavement when defects, including, but not limited to the following, are present: rutting, raveling, shoving, bleeding, depressions, settlements, heave, weathering, fatigue, loss of traction, etc.
  - Ensure that all roadway bituminous surfaces are smooth, stable, durable and provide a safe condition for Skyway users.
  - Repair shoulders that have been damaged by erosion, settlement or traffic use.
  - Pavement Surfaces that are considered or show indications that would be classified as slippery must be analyzed and resurfaced with a skid resistant pavement.

- **Potholes:**
  - All potholes must be repaired with temporary and permanent repairs within the Time Frames indicated in Table B.3.3.1.
  - All temporary potholes should be monitored and failed areas re-treated until the permanent work can be completed.
• Joints & Cracks:
  o Repair all severe pavement cracks, as defined in Section B.4.4.1 of this Chapter.
  o Evaluate and repair all narrow pavement cracks, as defined in Section B.4.4.2 of this Chapter.
  o Repair all joint separations and joint failures in all pavements as they develop, within the Time Frames stated in Table B.3.3.1.
  o Monitor and, if required, reseal cracks and joints that do not withstand or fail.

• Spalled Pavement:
  o Repair all pits, chips, pop-outs, scaling or other surface defects that can be identified or classified as spalls, and as defined in Section B.4.5 of this Chapter.

• Settled and Heaved Pavement:
  o Inspect, evaluate and perform the applicable repair to pavements that have settled or heaved, as defined in Section B.4.6 of this Chapter.

• Base and Subbase Repairs:
  o Remove unsuitable materials, complete backfill and compact materials in accordance with the requirements of the Reference Documents.
  o When determined to be the source of why a repair is required, install drainage appliances or materials that will prevent conditions from redeveloping.
  o Provide a suitable base to ensure effective drainage of the road base in areas where surface damage and/or frost heaving is evident.
  o Provide adequate support for imposed vehicle loadings where surface damage has resulted from insufficient strength of the road base.

• Grinding and Profiling:
  o When the situation dictates, and the requirements stated in Section B.4.8 of this Chapter are upheld, grind and/or profile pavement to provide a smooth and safe driving surface for Skyway users.
• **Access Roads:**
  o Maintain the integrity of the shape and driving surface of the access roadways to provide smooth and safe passage.
  o Repair all voids, potholes, erosion, ruts, etc. in a manner and time frame to permit safe and continual passage across the access roads.

• **Roadway Sweeping & Cleaning:**
  o Clean surfaces by removing accumulations of dirt, debris, sand and/or gravel from the travel way, centerlines, shoulders, curbs, toll plazas, ramps, and along medians and/or roadside barriers to provide a safe, clean free-draining condition.
  o Ensure that all waste from the sweeping and cleaning operations are properly disposed of.

B.3.3. **Performance Time Frames**

The following table establishes the maximum duration from the time a deficiency is or reasonably should be detected by or reported to the Concessionaire, within which the Concessionaire must complete the required maintenance, repair or replacement to the Roadway features:

<table>
<thead>
<tr>
<th><strong>TABLE B.3.3.1</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Roadway Pavement Work to be Performed</strong></td>
<td><strong>Maximum Time Duration</strong></td>
</tr>
<tr>
<td>Bituminous Surface Repairs</td>
<td>14 Days</td>
</tr>
<tr>
<td><strong>Pothole Repairs:</strong></td>
<td></td>
</tr>
<tr>
<td>- Temporary</td>
<td>24 Hours</td>
</tr>
<tr>
<td>- Permanent</td>
<td>3 Month</td>
</tr>
<tr>
<td>Joint &amp; Crack Repairs</td>
<td>6 Months</td>
</tr>
<tr>
<td>Spalled Pavement Repairs</td>
<td>6 Months</td>
</tr>
<tr>
<td>Settled and Heaved Pavement Repairs</td>
<td>1 Month</td>
</tr>
<tr>
<td>Base and Subbase Repairs</td>
<td>1 Month</td>
</tr>
<tr>
<td>Grinding and Profiling Repairs</td>
<td>3 Months</td>
</tr>
<tr>
<td>Access Roads</td>
<td>6 Months</td>
</tr>
</tbody>
</table>
The following table establishes the minimum frequency that a particular maintenance operation is to be performed.

**TABLE B.3.3.2**

<table>
<thead>
<tr>
<th>Maintenance to be Performed</th>
<th>Minimum Frequency of Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Roadway Sweeping &amp; Cleaning:</strong></td>
<td></td>
</tr>
<tr>
<td>- Mainline</td>
<td>Once Every Day</td>
</tr>
<tr>
<td>- Ramps</td>
<td>Once Every Two (2) Days</td>
</tr>
<tr>
<td>- Shoulders</td>
<td>Three (3) Times Per Week</td>
</tr>
</tbody>
</table>

B.3.4. *Acceptance Standards*

Pavement and shoulder maintenance work will be considered acceptable when completed in compliance with the IDOT Standard Specifications and the following standards are met or exceeded:

- All repairs have been completed with the proper materials, methods and equipment, in full compliance with the requirements stated in the Reference Documents.
- The underlying causes for the pavement defects have been thoroughly evaluated and examined, and the appropriate repairs and remedies taken.
- All repairs restore the integrity to the pavement so that it is safe and capable of supporting the applied loads.
- Repair work provides a continual smooth transition from new to existing pavements, free of all defects and deficiencies.
- Temporary repairs are replaced with the proper and correct permanent repairs in a timely manner, and such temporary repairs can withstand the loads applied for as long as the temporary repair is required.
- The work sites are left in a clean and tidy condition.
- All of the requirements stated and defined in the subsections of Section B.4 of this Chapter are upheld for the determination, removal and repair work required.
- The roadways remain free of all dirt, debris, etc., and the roadways are swept at the frequency stated in Table B.3.3.2 of this Chapter.
B.4. Additional Requirements

B.4.1. Temporary Pavement Patching

Temporary patching material may be used in areas that demand immediate attention, and may occur during times of the year when hot mix asphalt plants are not open. Temporary pavement patching will be required when time, location (mainline or ramp), or material constraints dictate that temporary measures be taken immediately to adequately remedy the pavement failure for a short duration. Temporary pavement patching may be partial or full depth. The Concessionaire must utilize methods of temporary pavement patching that will remain serviceable for the duration adequate to make the permanent repair, and the quality of workmanship must be sufficient to facilitate adequate drainage from the temporary repair.

B.4.2. Bituminous Surface Repairs

Bituminous surface repairs are categorized as repairs that are most effectively permanently corrected by milling and resurfacing of the pavement containing the defect. These defects include rutting, shoving, raveling and stripping, and slippery pavement surfaces. All milling and resurfacing repairs shall be made in accordance with the requirements of the IDOT Standard Specifications and the Reference Documents listed in Section B.2 of this Chapter.

B.4.2.1. Wheel Track Rutts

Excessive wearing of the surface into ruts in the wheel tracks must be considered to be a safety issue because storm water may be trapped in the ruts, contributing to hydroplaning or icing.

Bituminous surfaces must be milled and replaced in 200'-long sections or longer when correcting this type of surface defect. Adjoining pavement sections must also be evaluated to determine if the repair area should be widened to include and connect other nearby repair areas.

Correction of wheel ruts is required when either:

- The maximum rut depth at any single point on a travel lane is 1-1/2-inches or greater.
- The average rut depth for any 200-foot long section of a single lane is 1-inch or more.

B.4.2.2. Transverse Ruts (Shoving)

Bituminous surfaces that have been shoved or deformed into transverse corrugations must be considered to be a safety issue, because trapped storm water may contribute to hydroplaning, may accelerate pavement deterioration, and may accelerate roadway icing during winter months. In addition, the corrugated surface could contribute to loss of vehicle control at higher speeds.
Bituminous surfaces must be milled and replaced in 50'-long sections or longer, by one lane width when correcting this type of surface defect. Adjoining pavement sections must also be evaluated to determine if the repair area should be widened to include and connect other nearby repair areas.

Correction of transverse ruts is required when either:

- The maximum amplitude at any single point in a travel lane is 1-inch or greater.
- The average amplitude measured along any 50-foot long section of a single lane is 3/4-inch or more.

B.4.2.3. Raveling and Stripping

Once raveling has begun, this type of defect can develop rapidly. Stripping and raveling surface defects can become a safety issue due to loose aggregates, or surface depressions that may hold water and contribute to hydroplaning or icing conditions.

Bituminous surfaces must be milled and replaced in 100'-long sections or longer, by one lane width when correcting this type of surface defect. Adjoining pavement sections must also be evaluated to determine if the repair area should be widened to include and connect to other nearby repair areas.

Correction of a surface that shows raveling or stripping is required when either:

- A rough or pebbly texture extends along a 100'-long section of a single lane or a 50'-long section of neighboring lanes.
- Two (2) locations are noted in a 150'-long section of a single lane in which a rough-textured surface shows heavy cracking or missing pieces of the surface.

B.4.2.4. Slippery Pavement Surfaces

Slippery pavement surfaces can contribute to a high wet-pavement accident rate at locations where vehicles must decelerate or turn, and create unsafe conditions for Skyway users. The Concessionaire must obtain and review the annual accident statistics compiled from accident records and compare the rates at specific locations and roadway segments. The Concessionaire must identify wet-pavement High Accident Locations (HAL) on an annual basis. The Concessionaire must arrange for an Illinois Licensed Professional Engineer to review the accident reports and to conduct a field inspection of the HAL sites to examine slipperiness when the pavement is wet or dry, crash damage or skid marks at each scene, visibly polished pavement, and the like.

If the field inspection confirms that a site is a wet-pavement HAL, the site must be immediately scheduled for pavement repairs. The appropriate repair will involve milling the surface and replacing it with the recommended surface mix as defined in the IDOT Standard Specifications and the Reference Documents. Any required milling and patching must cover the entire wet-pavement HAL site as revealed by accident data and field inspections.
B.4.3. Pothole Repairs

Potholes occur in pavements, and are most prevalent during the winter and spring months. Once a pothole is identified, the Concessionaire must dispatch forces to make temporary repairs within the Time Frames stated in Table B.3.3.1.

Temporarily repairs should be constructed in a workmanlike manner using appropriate material, so that the patch will have the best possible survivability under continuing traffic loadings.

Temporarily repairs must be replaced with permanent bituminous concrete pavement patches, which must be in conformance with the requirements of the IDOT Standard Specifications, and the Reference Documents.

B.4.4. Cracks & Joints

The following sections summarize the work that must be performed to correct crack and joint defects in the PCC and the bituminous concrete pavements.

Cracking and joint defects that recur may be attributable to volume changes, temperature changes, or moisture content changes in the base support. The Concessionaire must restore and stabilize base support when this has been identified as the cause of pavement surface cracking.

B.4.4.1. Severe Pavement Cracks

Severe pavement cracks are often large-scale defects that allow water and foreign material to enter the pavement structure and subbase, and which may contribute to poor rideability.

When the Concessionaire is performing crack sealing work as preparation for the construction of a bituminous concrete overlay, the Concessionaire must incorporate the appropriate reflective crack control treatment in the rehabilitation.

Crack sealing materials, methods and equipment must be in accordance with the requirements of the IDOT Standard Specifications and the Reference Document requirements for Crack Sealing.

Correction of severe cracks in a bituminous or PCC pavement is required when either:

- The pavement surface contains visible cracks greater than 1/8".
- One (1) location shows a vertical displacement 1/2 inch in any 50-foot long segment of a single lane.

B.4.4.2. Narrow Pavement Cracks

Narrow cracking (crack widths less than 1/8") of flexible and rigid pavements is an inevitable consequence and may be hastened or worsened if not addressed and repaired.

Narrow cracks may be filled with emulsion, emulsion and rejuvenator mixture, or liquid asphalt. When using emulsion, light grade liquid asphalts or asphalt rejuvenators for crack repairs, fine sand should be mixed with the liquid or applied to the surface of the crack immediately after it has been filled.
Narrow pavement cracks need not be routed before being sealed, although the service life of any crack repair will be extended.

Small cracks that extend over a larger area, such as alligator-type cracking, may be repaired by tacking a blocked-out area and applying chips or other similar material, or a thin patch of hot plant mix. Such patches should be blocked out to give a uniform rectangular appearance.

B.4.4.3. Pavement Joint Separation

Joint separation in pavements or between adjacent sections of pavement is detrimental to the pavement structure. Individual joints in pavement or PCC base course that are separated by a 1/8-inch gap or wider must be repaired.

All joints repairs in pavements must conform to the repairs for cracks and joints in accordance with the requirements of the IDOT Standard Specifications and the Reference Documents for Crack and Joint Sealing.

B.4.4.4. Pavement Joint Failure

Joint failure in rigid pavement or PCC base pavement is a severe joint breakdown resulting in raised joints caused by curling of the pavement slab, vaulting at the joint, or vertical displacement of concrete pavement slabs relative to each other or to the adjacent shoulder.

Joint failure may result in unexpected heaving or blowups at the joint. These failures must be repaired immediately. Repairs may be made with temporary patching until permanent full depth pavement repairs can be made.

Repairs to failed joints must be made by the methods, materials and equipment for removal and replacement of the failed joint in accordance with the requirements of the IDOT Standard Specifications and the Reference Documents.

B.4.5. Spalled Pavements

Spalls in PCC pavements are defects that leave a hole or gap in the roadway surface which may contribute to poor rideability as well as loss of vehicle control.

Spalled PCC pavement may be repaired using either plant mixed bituminous material or PCC materials, whether they occur in PCC pavements, or PCC base courses. When temperatures or inclement weather prohibit permanent repairs, temporary repairs are permitted, and shall be in accordance with all requirements for temporary repairs.

Repairs to spalled pavements must be in accordance to the requirements of the IDOT Standard Specifications and the Reference Documents.

Correction of spalls in a PCC pavement is required when either:

- One (1) location shows a transverse spall that exceeds 4-inches in length in the direction of travel, or adversely affects driver comfort.
- One (1) location shows a longitudinal spall that has been noted by maintenance staff or Skyway users as adversely affecting riding quality.
B.4.6. Settled and Heaved Pavement

The following sections summarize the work that must be performed to correct settlement and heave in PCC and bituminous concrete pavements.

B.4.6.1. Tolerances for Abrupt Vertical Variations

Vertical variations may occur at the joint between two adjacent slabs of a rigid pavement: at a transverse crack or joint in the bituminous surface of a composite pavement: or at any crack or joint in a flexible pavement. Vertical variations may also occur between the pavement and adjoining construction such as concrete curb and gutter, shoulders, ramps, the center median, bridge approach slabs, etc. Such vertical offsets can be caused by a number of factors, and may appear abruptly or more gradually.

Settlement and heave must be considered to be a safety concern due to the possible loss of vehicle control when a vehicle impacts these defects, and the excessive impact loading is imparted to bridges and slabs. When this type of pavement distortion creates tears and cracks, the resulting penetration of water into underlying base courses and subbases can rapidly escalate the problem until the pavement structure fails entirely.

Correction of a bituminous surface broken by settlement or heave is required when either:

- One (1) location shows a vertical or horizontal displacement of 3/4 inch in any 50-foot long segment of a single lane.
- Three (3) locations show vertical or horizontal displacements that exceed 1/2-inch in any 200-foot long segment of a single lane or a 100-foot long segment of one travel direction of the Skyway.

Correction of a rigid pavement showing settlement and heave of individual slabs is required when either:

- One (1) location shows a vertical or horizontal displacement of 1/2-inch between adjacent slabs in a single lane or between two lanes in one travel direction.

When an abrupt vertical differential is found between the traveled way and the adjacent paved shoulder, repairs to correct one or both of the surfaces will be required when:

- One (1) location shows a vertical or horizontal displacement of 1-inch.
- Three (3) locations show vertical or horizontal displacements that exceed 1-1/2 inches in any 200-foot long segment of the Skyway.

B.4.6.2. Partial Depth Pavement Patching

If, after examining the settlement and heave in a flexible or composite pavement section, the Concessionaire determines that a base course repair is not warranted, the Concessionaire must mill and replace the bituminous surface course. The repair areas will be a minimum of 10' long by one lane in width. The
repair area must be carefully determined so that the constructed patch will provide a smooth transition as it eliminates the vertical displacement. In general, a patch should be 40' long for every one inch (1") of vertical displacement spanned by the patch, after the normal profile grade of the road has been taken into consideration.

Whenever settlement and heave has caused the difference in vertical elevation between the pavement and the adjacent shoulder, the Concessionaire must attempt to mill and patch the shoulder in order to avoid affecting the mainline or ramp roadway profiles. However, the Concessionaire must not fill existing gutter flags with bituminous concrete, must not pave against the center median barrier wall, and must not adversely alter the cross slope of the shoulder.

B.4.6.3. Full Depth Pavement Patching

Full depth pavement patching will be required when settlement and heave has caused sufficient movements and stresses to physically break up the pavement section. Full depth pavement patching will also be required when the pavement must be removed in order to replace unsuitable subsurface soils, to undertake underground appurtenance repair or construction, or to address other defects beneath the pavement.

Repeated surface repairs will not be an acceptable substitute for a remedy involving full depth patching, when the causes or impacts of severe pavement heave or settlement can only be remedied by making a thorough reconstruction.

All work to construct full depth pavement patches must conform to the requirements of the IDOT Standard Specifications and the Reference Documents. The material quality and depth of repair must match or exceed those properties of the existing adjacent cross section.

B.4.6.4. Settlement of Bridge Approach Pavements

Settlement of bridge approach pavements is most often detected at the expansion joint between the bridge deck and the approach slab, and is commonly caused by consolidation of the structural backfill behind the bridge abutment and beneath the approach slab. A vertical variation between the approach slab and the deck is highly undesirable because, when the ability of the expansion joint to accommodate the variation is exceeded, water and de-icing salts will readily enter the expansion joint to the detriment of the deck, beams, abutment backwall and abutment face. Such settlement is also undesirable because the vertical variation causes heavy vehicles to impact the end of the bridge deck when crossing onto the bridge or impact the approach slab when leaving the bridge deck, which is detrimental to both structures and traffic.

The Concessionaire must conduct geotechnical evaluations using a qualified Geotechnical Engineer to determine if the problem is attributable to settlement, and repair all voids that are discovered.

Correction of a settled PCC bridge approach slab, whether or not it is currently overlaid with asphalt or latex modified concrete overlay, is required when:

- One (1) location shows a vertical displacement of 3/4-inch between the approach slab and the bridge deck.
B.4.7. **Pavement Base and Subbase**

The following sections summarize the repairs that must be undertaken to address defects and deficiencies in pavement base courses and subbases.

B.4.7.1. Evaluation and Determination of Pavement Base Distress

Whenever surface cracks or pavement joints are accompanied by a severe vertical variation, the Concessionaire must evaluate the site to determine if the underlying subbase or subgrade has failed.

When severe settlement or heave occurs at one or more slabs of a rigid pavement, the likeliest cause of the vertical dislocation will be a defect in the subbase or a deeper foundation layer. The Concessionaire must evaluate all heaved or settled rigid pavement slabs to determine the manner in which underlying structural support has weakened or failed. The slab must be inspected under traffic to determine if it is rocking or pumping when loaded.

Whenever the base course failure is attributed to the cracking, crushing, or partial collapse of any utility conduit, sewer pipe, drainage structure, or similar appurtenance, the Concessionaire must make a full repair of the appurtenance. The Concessionaire must not repair the distressed pavement section until proper support has been restored, and the Concessionaire can conclude that the subbase or soil material can support the traffic loads.

If the geotechnical sampling, testing and studies conclude that sections of the pavement were caused to heave or settle due to improper supporting soils, the Concessionaire must make a thorough reconstruction in the area to permanently repair the cause of the pavement movement.

If a broken base course is unexpectedly revealed during the milling of existing bituminous surface courses, the Concessionaire must promptly evaluate the extent of the base failure, and select and implement an appropriate, permanent remedy. The Concessionaire must not repeatedly patch or overlay the problem area as it recurs, but must repair the base course.

B.4.7.2. Investigation of Rocking or Pumping Rigid Pavement

Individual slabs of a PCC pavement or PCC base course that rock, move or pump subbase materials through joints and cracks when subjected to traffic loadings, must be analyzed to determine the cause of the reduced pavement structural support, and the extent of the damage done to the pavement structure.

The Concessionaire must evaluate surface defects in bituminous overlaid composite pavement or flexible pavement to determine if the defect is attributable to base failure. If a base failure is evident, the Concessionaire then must perform the base repair as specified above.

Rigid pavement slabs that rock under wheel impacts may still be sound, but may have lost foundation support due to subbase consolidation, washout, settlement of embankment, or other causes. If the rocking pavement slabs are found to be sound and whole, but their underlying support is deficient, the Concessionaire may attempt to repair such slabs by means of subbase reinforcement techniques, or by removal and replacement of the pavement or base.
Pumping pavement slabs exhibit a type of base failure that will rarely be corrected by measures such as mudjacking or overlays. When the Concessionaire’s visual inspections furnish evidence that support soils are being pumped out from under PCC base course slabs, the Concessionaire must schedule a removal and replacement of the failed base.

B.4.7.3. Pavement Subbase Reinforcement

Subbase reinforcement may be a suitable repair strategy when there is evidence of void or hollow space under rigid pavement slabs, or in cases when rigid pavement settlement is attributable to failure or compressibility of pavement support soils.

When the Concessionaire’s Geotechnical Engineer concludes that a particular PCC base slab should be stabilized, reinforced or raised, the Concessionaire may attempt these methods in order to re-establish the subbase without removing and reconstructing the slabs. Methods such as mudjacking, or pressure-injecting a PCC cement grout underneath the slab in order to replace lost or sunken subbase material, should be done by a qualified Contractor.

Subsealing involving pumping a bituminous mixture under the slab to seal the subgrade from further water penetration will not be allowed.

B.4.8. Grinding and Profiling

The Concessionaire must not grind PCC bridge approach pavements or any reinforced concrete pavement in such a way that the reinforcement is exposed, concrete cover over reinforcing bars is substantially reduced, or the structural thickness of the concrete section is so reduced. However, there will be occasions where minor pavement grinding can be effective in repairing small-scale surface irregularities, small vertical faults at joints, or concrete patches that have slightly faulted.

The grinding must not remove the finish from more than minor areas of the riding surface, so that the majority of the original roughened texture is maintained.

B.4.9. Access Roads

Access roadway located within the Skyway Land need not be maintained to the same standards as those roadways open to the general public. The requirements for access road maintenance are to ensure that access roads provide safe and convenient access to specific areas.

B.4.10. Roadway Sweeping and Cleaning

Regular and effective pavement and shoulder sweeping and cleaning is the responsibility of the Concessionaire. The Concessionaire must maintain the Skyway traveled ways in such a manner that the roadways are kept clear of litter, leaves, debris, wind-borne soil and trash, vegetation, droppings, scalings, and loose material that might pose a safety hazard to Skyway users, and which has a negative impact on the aesthetics and appearances of the Skyway.

The Concessionaire is responsible for all day-to-day sweeping and cleaning work in accordance with the frequencies stated in Table B.3.3.2 of this Chapter, and in determining any other special needs as a reaction to different circumstances or events.

All sweepings must be legally disposed of in accordance with Federal, State and City solid waste disposal laws and ordinances.
C. PAVEMENT DELINEATION MAINTENANCE

C.1. Definitions

Pavement Delineation: Devices designed and installed to assist in guiding motorists, or which express, by symbolism, certain traffic laws and use prohibitions. Delineation includes pavement striping, pavement markings, reflective pavement markers, and prismatic reflectors.

Pavement Markings: Materials applied to the roadway surface, such as pavement striping, letters or symbols. Markings consist of paint, plastic tape and films, epoxy, or thermoplastic materials serving as a binder and substrate for reflective glass beading.

Pavement Striping: Materials applied to a roadway surface in a linear manner as a means to delineate, guide and control the movement of traffic.

Prismatic Reflectors: Products consisting of molded housings and reflective elements, applied to parapets, metal posts (roadside delineators), barrier walls and temporary concrete barrier to improve the nighttime visibility of devices by reflecting light back toward the light source (i.e. vehicle headlamps).

Reflective Pavement Markers: Products consisting of metal or plastic castings and reflective elements set into the roadway surface as a lane delineation that work by reflecting a light pattern back toward the light source (i.e. vehicle headlamps).

C.2. References

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:

- “Highway Standards”, IDOT.
- “National Manual on Uniform Traffic Control Devices (MUTCD)”, FHWA.
- “Illinois Supplement to the National Manual on Uniform Traffic Control Devices”.
  IDOT.
- “A Policy on Geometric Design of Highways and Streets”, AASHTO.
- “Standard Specifications for Road and Bridge Construction”, IDOT.
- “Supplemental Specifications and Recurring Special Provisions”, IDOT.
- “Bureau of Design & Environment Manual”, IDOT.
- “BDE Procedure Memoranda”, IDOT.
- “BDE Special Provisions”, IDOT.
- “Approved List of Materials”, IDOT.
C.3. Policy for Performing Pavement Delineation Maintenance

C.3.1. Objective

The objective of Pavement Delineation maintenance is to ensure that all pavement markings, pavement striping, prismatic reflectors and pavement markers are properly maintained so as to facilitate the safe and orderly movement of traffic.

Pavement Delineation requires: repairs due to wear, snowplow damage, construction, sunlight degradation, etc.; maintenance: removal; and replacement.

C.3.2. Responsibility of Concessionaire

In order to meet the requirements of this Chapter, the Concessionaire must engage in practices and inspection survey intervals to ensure that all Pavement Delineation functions properly, is clearly displayed to ensure the safe and orderly movement of traffic, and meets other safety, aesthetic and economic benefits. This requires that the Concessionaire carry out its obligations in a manner that maintains and/or improves the condition and functionality of the Pavement Delineation.

Each delineation must be kept visible, legible and properly functioning under both day and nighttime conditions. It should be noted that all Pavement Delineation will gradually deteriorate to a point where the delineation must be repaired or replaced. The Concessionaire is responsible for all repair and replacement determinations, required resources, work assignments and oversight for all work associated with or described for Pavement Delineation.

The Concessionaire shall make routine Pavement Delineation inspections part of its daily activities and should be watchful for missing, damaged and worn Pavement Delineation. In particular, extra attention should be placed during winter months when damage from snow plowing can be substantial.

Once work on Pavement Delineation has been started, the work must continue until a thorough, complete and workmanlike product has been achieved. All work that affects Pavement Delineation must conclude with a restoration of all delineation to a like-new condition.

All materials and construction requirements for Pavement Delineation work performed by the Concessionaire must conform to the appropriate and applicable requirements of the IDOT Standard Specifications, and the Reference Documents noted in Section C.2 of this Chapter.

Pavement Delineation for public and private roadways that pass beneath the Skyway and not defined by the Agreement are excluded.

Work on Pavement Delineation within the Skyway Land that must be performed by the Concessionaire includes the following:

- Ensure that all pavement striping and markings are well-defined, clear, legible, distinct and in full accordance with the requirements of this Chapter and the Reference Documents.
- Replace all faded, worn, debonded, damaged, non-reflective and/or missing pavement striping and markings.

- Repair and replace all damaged, non-functioning, broken, missing or obstructed reflective pavement markers, prismatic reflectors, and roadside delineators.

- Ensure that all pavement markings are reapplied or replaced when the required levels of retro-reflectivity are not in accordance with City, State and Federal guidelines.

- Remove and replace all Pavement Delineation as required by local, State or Federal regulations.

- Replace all pavement striping and markings that require alteration due to changing needs or conditions.

- Maintain the Pavement Delineation for all parking stall lines, handicap stall markings, and related pavement markings adjacent to the Skyway Main Operations Building parking areas, and all other “off-system” Skyway assets.

- Ensure that all replaced Pavement Delineation matches the existing Pavement Delineation unless otherwise dictated by updates in the Reference Documents, or requested by the City.

- Install all new Pavement Delineation in full compliance with the Reference Documents, or as requested by the City.

- Dispose of all removed materials in full compliance with all City, State and Federal disposal and environmental requirements.

- Remove and completely eradicate all pavement markings which are superfluous or obsolete, or as requested by the City.

- Ensure that pavement and other surfaces are not damaged as a result of grinding or other eradication techniques, and that the work is in compliance with the Reference Documents.

- Replace all pavement markings and striping that are covered, obliterated or removed due to construction or maintenance work with temporary Pavement Delineation prior to reopening to traffic, and maintain the temporary delineation until permanent Pavement Delineation is installed.

- Ensure that all temporary Pavement Delineation is in full compliance with the Reference Documents.

- Install temporary pavement markings and striping to delineate traffic at locations where the absence of or deficiencies in the Pavement Delineations create unsafe conditions, or have the potential to become unsafe conditions for Skyway users.
C.3.3. *Performance Time Frames*

The following table establishes the maximum duration from the time a deficiency is or reasonably should be detected by or reported to the Concessionaire, within which the Concessionaire must complete the required maintenance, repair, replacement, and or relocation work to the Pavement Delineation:

<table>
<thead>
<tr>
<th>Pavement Delineation Item</th>
<th>Maximum Time Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reflective Pavement Markers</td>
<td>14 Days</td>
</tr>
<tr>
<td>Roadside Delineators</td>
<td>30 Days</td>
</tr>
<tr>
<td><strong>Prismatic Reflectors:</strong></td>
<td></td>
</tr>
<tr>
<td>- Attached to barriers, guardrail, etc.</td>
<td>60 Days</td>
</tr>
<tr>
<td>- Attached to Piers and Fenders in the Calumet River</td>
<td>1 Week</td>
</tr>
<tr>
<td><strong>Pavement Markings:</strong></td>
<td></td>
</tr>
<tr>
<td>- Letters or symbols</td>
<td>45 Days</td>
</tr>
<tr>
<td>- Striping</td>
<td>30 Days</td>
</tr>
</tbody>
</table>

The Concessionaire must, from the time a deficiency is detected by discovery or report:

- Install temporary markings and striping within eight (8) hours.

The Concessionaire must also:

- Ensure that temporary pavement markings and striping be clear, legible and bonded to the surface upon which they are placed for the length of time that they are required.
- Remove and properly dispose of all waste materials from Pavement Delineation removal at the end of each day.
- Remove and replace temporary pavement markings and striping with permanent delineation within seven (7) days after it was installed or is no longer required; unless temporary delineation is for a pre-planned construction work period which, when concluded, the above stated requirement applies.
C.3.4. Acceptance Standards

Pavement Delineation will be considered acceptable when the following standards are met or exceeded:

- **Prismatic Reflectors and Reflective Pavement Markers:**
  - The pavement marker bases are flush with the pavement surface and securely set into the pavement.
  - The reflector and markers are unbroken and clearly visible to traffic.
  - The markers are at the correct interval and are at the correct alignment.

- **Pavement Markings and Striping:**
  - Markings and striping have been properly applied at the correct application rates, location, color, size, alignment, and symbol, are free of distortion or damage, and have the correct reflectivity.
  - Incorrectly applied or placed markings and stripings are not present.
  - Glass beads for reflectivity are applied at the specified amounts and meet the requirements of the Reference Documents.
  - Pavement and other surfaces are not damaged by installation or eradication.
  - Temporary markings and striping are present where the absence of or deficiencies of markings create unsafe conditions.
  - All pavement markings indicate full bond, with no separation from the applied surface.
  - Materials do not deteriorate when in contact with sodium chloride, calcium chloride, or traffic residues.
  - Pavement markings indicate no appreciable deformation or discoloration under exposed traffic and road temperatures between -40°C and 40°C.
  - Pavement markings maintain their original dimension and placement without chipping, peeling or cracking.

- **Roadside Delineation:**
  - Supports are plumb and level.
  - Intervals and locations are in accordance with the requirements of the Reference Documents.
  - Reflectors are unbroken, reflective and clearly visible to traffic.
C.4. Additional Requirements

C.4.1. Pavement Markings and Striping

Pavement markings and striping are critical for motorist guidance and public safety and must be maintained and/or replaced in accordance with the requirements of Section C.3. of this Chapter. Pavement markings that are missing or have lost their effectiveness would constitute a safety hazard if not replaced.

Temporary replacement striping is permitted provided that there is no substitution of colors or substandard marking dimensions. Temporary or permanent replacement delineation must conform to the layout, patterns, lengths and spacing shown in the IDOT Highway Standards, and the MUTCD. All delineation constructed under a lane closure must be inspected by the Concessionaire and approved before the lanes are reopened to traffic.

The use of paint on curbs solely for the purpose of supplementing or replacing signing is prohibited. The Concessionaire is authorized and encouraged to delineate for warning purposes curbs, headwalls, abutments, piers, roadside hazards, access roads, etc.

C.4.2. Reflective Pavement Markers

Missing or deficient reflective pavement markers must be replaced when pavement striping alone will not ensure that critical Pavement Delineation is visible at night and during inclement weather.

Temporary reflective pavement markers must not be used as substitutes for traffic control and protection during maintenance or construction operations.

C.4.3. Roadside Delineators

Roadside delineators exist at the tops of embankments that are sufficiently shallow-sloped that guardrail is not warranted.

Replacement of roadside delineators must be located and spaced in accordance with the requirements of the “Highway Standards”, IDOT.

C.4.4. Prismatic Reflectors

Prismatic reflectors have been installed at various locations which must be maintained by the Concessionaire. These reflectors vary in location including, on barriers, walls, bridge railings, parapets, or retaining walls. In addition, certain reflectors exist along Skyway access roads, to assist in preventing the accidental intrusion of vehicles into neighboring properties.

Prismatic reflectors mounted to piers, fenders or other devices that are portions of the Skyway within or adjacent to the Calumet River must be replaced exactly in kind and to the satisfaction of all governing agencies including the U.S. Army Corps of Engineers and the U.S. Coast Guard.
C.4.5. *Pavement Delineation Layout*

For short lengths (less than 200 feet) of pavement striping replacement, the new markings must be placed in the same location as the removed markings. The Concessionaire may place up to 200 feet of edge line without formal layout.

Longer lengths of striping, delineation in areas where lanes are diverging or converging with the mainline, and areas where lane widths are tapering, must be laid out in conformance with the Reference Documents for both temporary and permanent markings.

No reference marks made to guide the installation of Pavement Delineation may be used as a temporary Pavement Delineation.

C.4.6. *Pavement Delineation Removal*

Paint or asphalt emulsion must not be used to cover Pavement Delineation except as a temporary measure until the proper removal can be made.

Leaving scars or damage to the pavement surface shaped like the former markings is not acceptable and can cause unsafe conditions.

C.4.7. *Surface Preparation*

Surface preparation for all Pavement Delineation must conform to the requirements of the IDOT Standard Specifications.

Before applying any pavement marking material, the Concessionaire must sweep the pavement and must ensure that no loose material, water or debris is present that would reduce the adhesion of the markings to the pavement.

C.4.8. *Construction*

When construction activities alter or cause Pavement Delineation to be removed, the Concessionaire must reinstall properly functioning delineation prior to opening the work zone to traffic. Temporary delineation must be installed only if permanent delineation cannot be installed immediately, but is required for a duration not to exceed that specified in Section C.3.3 of this Chapter.

C.4.9. *Materials*

The materials, production, transportation and storage of all Pavement Delineation must fully comply with the requirements of the IDOT Standard Specifications and the Reference Documents. In particular, the photo-reflectivity requirements must be met for all materials furnished by the Concessionaire for installation on the Skyway.

The Concessionaire must log and maintain all manufacturers’ certifications for material delivered and installed for Pavement Delineation.

Specific additional material requirements, above those stated within the Reference Documents, follow:
C.4.9.1. **Hot Melt Thermoplastic**

Acceptable types of thermoplastic are supplied in granular or block form for spray, ribbon, or extruded application. The Concessionaire is responsible for selecting the delivered form of the material and for ensuring the manufacturer's storage, handling and application requirements are met.

Hot melt thermoplastic is typically applied only to bituminous concrete (asphalt) surfaces but may be applicable to P.C. concrete pavements, slabs and bridge decks, when used in accordance with the Reference Documents and the manufacturer's recommendations.

C.4.9.2. **Cold Preformed Plastic Tape**

Preformed plastic tape markings must form a complete stripe or pavement marking legend, ready to be applied to the pavement. Such markings must be applied to the pavement by being rolled into the surface by means of a pressure sensitive precoated adhesive, or liquid contact cement.

Preformed plastic pavement markings are typically applied to P.C.C. pavements, slabs and bridge decks. The Concessionaire must replace existing preformed plastic tape with similar material, and must not substitute preformed thermoplastic, paint or other pavement marking materials for preformed plastic without the approval of the City.

C.4.9.3. **Preformed Thermoplastic**

This material must be capable of being installed on either bituminous or P.C. C. surfaces by using a heating element. The use of this material is limited to emergency repair locations where reducing traffic delays and inconvenience is of primary importance.

C.4.9.4. **Traffic Paint**

The Concessionaire is permitted to use paint as temporary delineation only, which must be replaced with permanent markings as soon as practical and possible, consistent with the requirements stated in Section C.3.3 of this Chapter.

C.4.9.5. **Environmental Concerns**

Solvent-borne traffic paint and marking materials can pose an environmental hazard unless handled in full accordance with the manufacturer's requirements. The residue of paint from color changes or cleaning tasks must be properly disposed of in conformance with IEPA requirements for liquid hazardous wastes. Paint guns may not be purged on shoulders or earth surfaces, and no residues may be tipped or flushed into the drainage system.
DRAINAGE MAINTENANCE & SLOPE REPAIR

D.1. Definitions

Curb and Gutter: A concrete device with a given cross section, constructed along the edges of pavements or shoulders that collects storm water runoff from the traveled way and conveys it to an intended discharge point.

Debris: Litter, rubbish, vegetation, rocks, dead animals, spilled materials, brush or other items which are not part of or which impede drainage.

Ditch: A trough-shaped excavation made to collect and transport water; includes unpaved and paved ditches. Unpaved ditches are protected from erosion by turf or grasses. Paved ditches are protected from erosion by concrete or asphalt.

Downspout: A pipe or conduit attached to a bridge to direct water away from a drain.

Drain: An aperture through a wall, curb or bridge deck to provide egress for water that would otherwise be trapped on the roadway.

Drainage System: An appurtenance that is intended to collect, convey, store or discharge storm water runoff. Drainage structures include systems in or under the roadway, such as curb and gutter, manholes, inlets and catch basins, storm sewers, and pipe under drains; systems through the embankments such as culverts, and systems parallel to the embankments such as ditches, berms, erosion control devices and outlet channels.

Earth Slope: An unpaved slope such as a turf covered embankment, bare or stabilized bridge cone, ditch, or slope protected by riprap.

Erosion Control: A device used to limit the erosion of earth away from the site.

Flow-Line: The bed or lowest point of a pipe, conduit, ditch, stream or culvert.

Headwall: A vertical wall at the end of a pipe that retains the earth.

Ponding: An undesirable condition in which standing or slow draining water is trapped on the roadway surface or in ditches.

Re-shaping: Shaping of the earth from ditch line to ditch line in order to reestablish the proper shape and profile of the ditch.

Scour: Erosive action of flowing water that removes soil and can undermine foundations, create void space behind walls or under slabs, lower river beds, and destabilize embankments.

Scupper: A drainage structure associated with bridges, present in the deck, also referred to as floor drains. Scuppers provide a means for rain or other water to drain off the bridge roadway surface and lead to downspouts and enclosed drainage systems.

Storm Sewer: An underground conduit, pipe or tunnel constructed to receive storm water from pavement and bridge drains and convey such water to a distinct outlet point.

Under-Drain: A system built under pavements or with a bridge that collects storm waters that penetrate the roadway subbase through defects in the surface or percolating ground waters, and discharges the water into a drainage structure or onto an embankment slope.
D.2. References

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:

- "Drainage Manual", IDOT.
- "Standard Specifications for Road and Bridge Construction", IDOT.
- "Supplemental Specifications and Recurring Special Provisions", IDOT.
- "Highway Standards", IDOT.
- "Bureau of Design & Environment Manual", IDOT.
- "BDE Procedure Memoranda", IDOT.
- "BDE Special Provisions", IDOT.
- "Bridge Manual", IDOT.
- "Construction Manual", IDOT.
- "Approved List of Materials", IDOT.
- "Erosion and Sediment Control Policy, BLR&S Circular Letter #02-22", IDOT.
- "Construction Permits for Bridges over Public Bodies of Water. BLR&S Circular Letter #99-03", IDOT and/or IDNR-OWR.
- "General National Pollutant Discharge Elimination System (NPDES), Permit No. ILR10", IEPA.
- Website, http://www.will-scookwcd.org. Will/South Cook County Soil and Water Conservation District, with guidance concerning erosion control and land disturbance permitting.

D.3. Policy for Performing Drainage Maintenance and Slope Repair Work

D.3.1. Objective

The objective of Drainage Maintenance and slope repairs is to ensure that all elements of the drainage system (curb and gutter, inlets, catch basins, manholes, sewers, scuppers, downspouts, ditches, outlet structures, and miscellaneous drainage devices, as well as earth slopes and erosion control features) are properly maintained so as to eliminate ponding, flooding, scour and erosion as potential hazards to the safe and orderly movement of traffic; and all Skyway roadway and bridge surfaces are efficiently, properly and continually drained.

Drainage Systems require: repairs due to age, corrosion, soil loading, traffic weight or impact, flood damage, etc.; maintenance; cleaning to remove blockage caused by debris, litter or sediment; and replacement.
Earth slopes require repairs due to erosion, soil consolidation, and scour. Erosion control devices are classified as permanent installations, or temporary measures erected during construction to limit erosion from disturbed, stripped surfaces. These devices require maintenance to remove trapped sediment; cleaning; and final removal or replacement.

D.3.2. Responsibility of Concessionaire

In order to meet the requirements of this Chapter, the Concessionaire must engage in practices to ensure that all roadway and bridge drainage devices, earth slopes and erosion control systems remain functional, operate to direct and control the flow of storm waters, and meet other requirements.

The Concessionaire is responsible for any additional work required to alleviate flooding, repair flood damage, or to solve any drainage problems that may arise.

To the greatest extent possible, when performing drainage maintenance and slope repairs the Concessionaire must utilize the newest techniques that have been approved and implemented State-wide for major highway contracts so as to minimize the environmental impact of the Skyway on the neighboring lands and waters while optimizing cost, recycling and public convenience.

All materials and construction requirements for Drainage System and Slope Repair Maintenance work performed by the Concessionaire must conform to the appropriate and applicable requirements of the IDOT Standard Specifications, and the Reference Documents noted in Section D.2 of this Chapter.

Work on Drainage Systems, Earth Slopes, and Erosion Control Systems within the Skyway Land that must be performed by the Concessionaire includes the following:

- **Roadway Drainage System:**
  - Ensure that frames and grates are properly and securely fastened, set and anchored.
  - Clear, repair or replace all frames, grates, structures and pipes that are clogged, damaged or missing.
  - Clear catchment areas that have become clogged.
  - Remove trapped or ponding water to prevent damage to the roadway pavement structure.
  - Repair and replace the Roadway Drainage System components that have deteriorated to a condition that is unsafe or has the potential to become unsafe for Skyway users; and to prevent further deterioration of the pavement and the pavement structure.

- **Bridge Drainage System:**
  - Ensure that frames and grates are properly and securely fastened, set and anchored.
  - Clear, repair or replace all frames, grates, downspouts, pipes reducers, etc. that are clogged, rusted, damaged, separated or missing.
Clear catchment areas that have become clogged.

- Remove trapped or ponding water to prevent damage to bridge decks, bearings, Superstructure and Substructure.
- Repair and replace Bridge Drainage System components that have deteriorated to a condition that is unsafe or has the potential to become unsafe for Skyway users; and to prevent further deterioration of the bridge structure.

- Earth Slopes:
  - Repair, restore, contain and stabilize all Earth Slopes that have scoured, eroded and/or slumped, and that have deteriorated to a condition that is unsafe or has the potential to become unsafe for Skyway users; and to prevent further deterioration to the earth slopes and the embankment.
  - Remove all obstructions that present or have the potential to create adverse erosion situations.
  - Inspect Earth Slopes during periods of heavy rainfall and/or rapid melting to ensure the slope is contained, and the slopes are not undergoing scour or erosion.
  - Dispose of waste materials from earth slope work in a manner and location that is in full compliance with all City, Local and State laws and regulations.

- Ditches:
  - Remove and clean debris, dams and all other obstructions from the ditches.
  - Restore, repair and stabilize ditches that have eroded, scoured and/or slumped, or have the potential to do so if not remedied.
  - Restore and maintain the full capacity and/or profile of the ditches within the Skyway Land.

  - Inspect ditches during periods of heavy rainfall and/or rapid melting to ensure the ditch shape is maintained, and the flow-lines are not undergoing scour or erosion.
  - Dispose of waste materials from ditching operations in a manner and location that is in full compliance with all City, Local and State laws and regulations.

- Curb & Gutter:
  - Ensure that all curb and gutter remains unobstructed and is free to provide drainage as designed and intended.
  - Repair and replace all broken, settled, damaged, cracked, spalled and deteriorated sections of the curb and gutter.
- Replace curb sections to conform to City of Chicago standards for the type of curb and gutter; and ensure that the section type matches the adjacent curb and gutter.

- **Under-Drain System:**
  - Ensure that the roadway and bridge under-drain system is free from silt deposits, clogs and other defects that would impede the system from functioning as designed.

- **Erosion Control Systems:**
  - Maintain, clean, repair, restore, replace and monitor all of the temporary and permanent erosion control features and systems within the Skyway Land.

**D.3.3. Performance Time Frames**

The following table establishes the maximum duration from the time a deficiency is or reasonably should be detected by or reported to the Concessionaire, to the time when the Concessionaire must have completed the required cleaning, adjustment, repair or replacement of the deficient element or component to full operation:

<table>
<thead>
<tr>
<th>Item</th>
<th>Maximum Time Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roadway Drainage System:</td>
<td></td>
</tr>
<tr>
<td>- Frames &amp; Grates</td>
<td>48 Hours</td>
</tr>
<tr>
<td>- Structures</td>
<td>30 Days</td>
</tr>
<tr>
<td>- Pipes &amp; Conduits</td>
<td>30 Days</td>
</tr>
<tr>
<td>Bridge Drainage System</td>
<td>48 Hours</td>
</tr>
<tr>
<td>Earth Slopes</td>
<td>30 Days</td>
</tr>
<tr>
<td>Curb &amp; Gutter</td>
<td>60 Days</td>
</tr>
<tr>
<td>Ditches</td>
<td>60 Days</td>
</tr>
<tr>
<td>Under-Drain System:</td>
<td></td>
</tr>
<tr>
<td>- Roadway</td>
<td>30 Days</td>
</tr>
<tr>
<td>- Bridge</td>
<td>45 Days</td>
</tr>
<tr>
<td>Erosion Control System:</td>
<td></td>
</tr>
<tr>
<td>- Temporary</td>
<td>24 Hours</td>
</tr>
<tr>
<td>- Permanent</td>
<td>60 Days</td>
</tr>
</tbody>
</table>
D.3.4. Acceptance Standards

All roadway and bridge drainage systems, ditches, curb and gutter, under-drain, earth slopes and erosion control systems will be considered acceptable when the following standards are met or exceeded:

- All Roadway and Bridge Drainage Systems including under-drains are maintained unblocked and function as designed to keep roadway and bridge surfaces free of standing water.
- Missing, broken or unsecured grates and frames and other castings are promptly repaired and/or replaced.
- Curb and gutter is maintained free of litter and debris; all damaged and deteriorated curb and gutter has been repaired or replaced; and all work conforms to the requirements of this Chapter and the Reference Documents.
- Design, construction, backfill, repair and replacement of drainage structures and system components is in conformance with the requirements of the applicable Reference Documents.
- Roadside ditches are maintained free of debris, litter and excess vegetation, and function as designed to collect and transport storm water runoff to designated outfalls.
- Earth slopes are maintained with a complete turf or vegetative cover, and are monitored for evidence of excessive scour and erosion at the ditch line, undermining, excessive consolidation and movement, or other signs of slope failure.
- Permanent erosion control systems are maintained in order to function as designed and any repair, replacement, and cleaning of trapped sediment from system components is performed when required.
- Permanent and temporary erosion control systems are adequately designed, properly installed, serviced, and removed as appropriate in order to fulfill their design intent, and to meet all applicable requirements of the City and the NPDES.

D.4. Additional Requirements

D.4.1. Drainage Frames and Grates

Missing, broken or fractured frames, lids and grates on drainage structures must be replaced promptly when detected by or reported to the Concessionaire. Lids and grates must be replaced with devices having the appropriate size and thickness, and made of appropriate materials. Defective open lids must not be replaced with closed lids. The Concessionaire should order in advance and have on hand a sufficient number of replacement parts to make repairs when required. To the greatest extent possible, the Concessionaire must use iron castings that are legibly stamped to identity ownership and identification of the utility.
D.4.2. Drainage Structures

The Concessionaire must inspect all drainage structures such as inlets, manholes and catch basins, and repair all defective components. Particular attention must be given to the following:

- Inlets, manholes or catch basins that are blocked due to cracking, an infall or collapse of their adjusting rings, masonry units, or precast barrel sections.
- Failed or subsided roadway or shoulder pavement at drainage structures, attributable to a partial failure or collapse of the drainage structure. This deficiency must be promptly repaired to avoid safety hazards, prevent growth of the localized pavement failure due to impact pounding, stop water infiltration, and avoid loss of the pavement subbase and subgrade.

When these above conditions arise, the Concessionaire must not patch or repair the failed pavement or shoulder without first making a thorough inspection of the condition of the drainage structure.

After the drainage structure has been repaired, rehabilitated or reconstructed, the damaged pavement and/or shoulder must be replaced with a full-depth patch. Pavement patches must be constructed in accordance with the requirements of Volume I – Maintenance Manual, Chapter B, “Roadway Maintenance”. In addition, pavements, shoulders and berms must be correctly sloped after the repairs, and must properly drain storm water runoff away from the pavement and into the intended inlet structure without ponding.

Whenever a full depth patch is constructed at a drainage structure, the work must include forming a concrete isolation box around the structure casting, in accordance with the CDOT Detailed Construction Standard, “Detail of Structure Casting Isolation Box for P.C.C. Pavement and P.C.C. Base Course”.

D.4.3. Drainage Pipes and Conduits

The Concessionaire must inspect all drainage pipes and conduits within the Skyway Land such as storm sewers, combined sewers and culverts, and must perform the necessary maintenance work or repairs. Particular attention must be given to the following:

- Whenever pavement flooding, icing, washout of underlying soil layers, frost heave, or other situations indicate that there is a collapse or blockage of drainage pipe or conduit.

Blocked or collapsed pipes and conduits must not be allowed to cause local street or neighborhood flooding, embankment undermining, movement of structural foundations, or other failures. The Concessionaire must evaluate all pavement defects where underlying slabs have apparently heaved or settled, all instances of heavily fractured or subsided pavement, all off-roadway sinkholes or areas of sudden subsidence, and all rotated or shifted structural walls and foundations in order to determine if a collapsed underground conduit is responsible.

When replacing any failed pipe or conduit, the Concessionaire must maintain and restore all connections, outlets, taps, and the like during the work.

When the collapse, blockage or failure of any drainage pipe or conduit results in incidental damage to any other element of the Skyway infrastructure, the Concessionaire is responsible for promptly repairing those elements.
• The Concessionaire must inspect all culverts, pipe ends, outfalls, headwalls, end-sections and associated devices and perform the necessary maintenance repairs.

Headwalls end-sections and end-grates that have suffered damage, either due to traffic impact, corrosion, excessive loading, settlement, etc. must be repaired to restore full functionality or must be replaced if repair would be impracticable.

D.4.4. Bridge Drainage Systems and Downspouts

The Concessionaire must inspect Bridge Drainage Systems including scuppers, deck drains, and downspouts, and must clean these components; repair damaged components; and replace missing or broken elements of the systems. The Concessionaire must pay particular attention to the following deficiencies:

• Broken, missing, fractured and leaking scuppers and grates; broken grout around scuppers; defective or leaking pipe connections; and similar deficiencies.

• Blocked or clogged bridge downspouts, particularly following construction or maintenance activities that may have caused debris to accumulate.

• Loose, unattached or severely leaking bridge downspouts that can cause erosion, flooding, or a falling debris hazard.

Replacement parts for Bridge Drainage Systems must be equivalent to the existing drain size or diameter, material type, wall thickness, and material strength, and/or must be painted to match the rest of the system as appropriate. The paint system must conform to the IDOT Bridge Painting Policy current at the time of construction. Whenever practicable, cleanouts should be installed on older downspouts to aid future maintenance efforts.

• When the Bridge Drainage System outlets onto the ground, the Concessionaire must examine the condition of the outlet and perform all required repairs. Defects to examine include loss of riprap protection, soil erosion and water accumulations, etc.

D.4.5. Earth Slopes

The Concessionaire must inspect all Skyway embankments and earth slopes, and must pay attention to the following deficiencies:

• Embankment slopes that show excessive or severe undercutting due to ditch flow. Severely undercut slopes must be repaired to avoid potential failure or movement of the slope and possible undermining of the Skyway roadway.

Correction of undercut embankment slopes is required when the undercut slope is measured to be 25% steeper than the undisturbed slope, or steeper. Undercut slopes must be evaluated and calculated based upon a professional survey.

The placing of embankment material to build up undercut slopes is to be done in accordance with the requirements of the Reference Documents. The Concessionaire must protect the newly constructed embankment from erosion by placing excelsior blanket, temporary seed and mulch, sod, or other measures.

The embankment repair must not restrict the ditch cross section, adversely alter the ditch profile, or block existing legal discharges into the Skyway property from neighboring lands.
• Earth slopes where erosion has developed, resulting in turf being dislodged, or Skyway appurtenances, such as light pole foundations, fence posts, sign supports, etc. being shifted, undermined, or in danger of losing soil support.

The damaged slope must be built up with embankment material before topsoil is placed, and all work must conform to the requirements stated in the Reference Documents. If required for slope stability, benches may be cut in the existing embankment to avoid the formation of a shear plane. The Concessionaire must protect the newly repaired embankment from wind and water erosion by proper compaction of the material, placing excelsior blanket or temporary seed and mulch, and permanently seeding or sodding the slope.

D.4.6. Roadway and Roadside Ditches

The Concessionaire must inspect all open drainage channels including ditches and swales, as well as their associated erosion control devices, and must pay particular attention to the following deficiencies:

• Earth ditches that cannot convey design storm water flows due to soil settlement, erosion, embankment sloughing, sediment accumulation, etc. must be evaluated. Ditch re-grading may be required in order to restore a constant and uniform slope in accordance with the original design intent. Re-grading to eliminate channel pinch points or flat sloped sections may be required to reduce flooding, ponding and deposited sediments while enhancing free flow.

Bare soil must be reseeded to re-establish vegetative cover and prevent erosion. When appropriate, temporary erosion control measures such as excelsior, mulch or erosion control blanket must be used while the grass seed is being established.

D.4.7. Curb and Gutter

The Concessionaire must maintain concrete curb and gutter as an important part of the overall Drainage System, since they collect storm water runoff, convey runoff to sewer inlets or designed outfall points, and protect embankments from erosion. Curb and gutter also serves as a structural support for the shoulder, provides delineation of the edge of the traveled way, and can help redirect errant vehicles.

The Concessionaire is responsible for making repairs and replacement of segments of concrete curb and gutter that are deficient due to excessive break up, settlement or heave. The Concessionaire must remove and replace, or otherwise repair segments of concrete curb and gutter that show extensive cracking, open transverse cracks, missing expansion joint filler, spalls, or an open longitudinal joint between the gutter and the edge of shoulder or pavement. All broken concrete must be properly disposed of in conformance with all laws and regulations.

Replacement of curb and gutter must conform to City standard details and the neighboring sections of curb and gutter. The gutter elevation and grades of the replacement curb and gutter must be flush with the adjoining pavement or shoulder, and must be set to convey flows to drainage structures without ponding.
The Concessionaire must restore and stabilize base support when this has been identified as the cause of concrete curb and gutter cracking. The Concessionaire must regrade the earth berm behind the curb when erosion or settlement results in the earth surface settling three (3) inches below the top of curb at any location.

Missing expansion joint filler must be replaced with new preformed joint filler conforming to the material requirements of the Reference Documents.

D.4.8. Pavement and Bridge Under-Drain Systems

All under-drains and their associated outlet pipes must be in accordance with the requirements of the Reference Documents. Bridge under-drains including abutment back wall pipes and outlets or weep holes must be inspected to ensure that discharge is free-flowing, and that no outlet is clogged or crushed.

Pavement under-drains must be inspected to assure that they are functioning, and to verify free-flow and unobstructed discharge.

New installations of pavement under-drain must be considered in areas where pavement surface distress, surface blowups, excessive potholing, or other signs indicate that subsurface drainage would tend to reduce pavement maintenance needs. All new under-drain must conform to the requirements of the Reference Documents.

D.4.9. Permanent Erosion Control Systems

The purpose of permanent erosion control measures and systems is to minimize or eliminate the erosion of soil into ditches, drainage systems and the Calumet River. The objective of permanent erosion control repairs and maintenance is to prevent topsoil loss, maintain turf cover to anchor the soil and prevent erosion, and to ensure conformance with all applicable laws and regulations.

When a new permanent erosion control system is required, the Concessionaire must perform all design, agency coordination and construction in order to obtain the necessary permits and approvals.

The Concessionaire's Illinois Licensed Professional Engineer or Environmental Scientist should perform a thorough review of available permanent erosion control systems and their correct application given the anticipated water flow volumes and velocities, prevailing wind patterns and other specific field conditions.

Erosion and sediment control measures to be considered include new roadside ditches, riprap, ditch checks and settling basins.

D.4.10. Temporary Erosion Control Systems

The purpose of temporary erosion control measures and systems is to minimize or eliminate the loss of topsoil during construction and maintenance projects.

The Concessionaire must implement the appropriate level of erosion control throughout all construction and maintenance activities. The Concessionaire's erosion control for construction and maintenance operations must comply with all applicable State and Federal laws and regulations, and City ordinances. In order to so comply, the Concessionaire must plan to control the amount, location and quality of discharges from its work sites into sewers, culverts, wetlands, streams, channels, and public waters or
onto adjacent properties. When required for compliance with agency requirements, the
Concessionaire must perform studies, submit permit applications, create detail drawings,
prepare specifications, attend hearings, sign certifications, etc.

To ensure that temporary erosion control measures are furnished when needed, the
Concessionaire must screen all construction or maintenance projects for erosion
impacts. The screening must identify if the following potential impacts may occur:

- The operations will temporarily or permanently alter the manner of discharge of
  any waters outside the Skyway Land.
- The operations have the potential to convey topsoil from the Skyway Land into
  any drainage system, stream or channel.

Whenever the above potential impacts are identified, the preparation and filing of a
written "Temporary Erosion Control Plan" may be required for agency compliance.

Temporary erosion control measures and systems that may be considered for
implementation include silt filter fence, inlet and pipe protection, inlet structure screens,
erosion control blanket, excelsior blanket, temporary seeding, mulch, sod, settling
ponds, silt basins, temporary ditch checks, aggregate barriers, french drains, urethane
foam/geotextile barriers, etc.

E. LANDSCAPE & ROADSIDE MAINTENANCE

E.1. Definitions

Bagged & Burlapped Stock: A plant transplanted with the root ball secured in burlap.

Balled Stock: A plant transplanted with its roots in a ball of earth.

Deciduous: Trees or woody shrubs which lose their leaves after each growing season.

Fencing: Fabric, posts, gates, guy wires and braces configured to create a boundary or
provide access control.

General Use Chemicals: Agents used to destroy pests and plant growth that will not
cause unreasonable effects to the user or the environment when used in accordance
with their registered labeling instructions. These products are generally available to the
public without restrictions other than those specified on the labeling.

Herbicide: An agent used to destroy or inhibit plant growth.

Landscaping: All vegetation, including turf and grasses, trees, intentional plantings, as
well as incidental items including block walls, planter boxes, planting beds, lawn edging,
street furniture and irrigation sprinkler systems.

Litter: Trash, debris, waste, refuse, accident and construction residue, etc.

Noxious Weeds: Uncultivated plant growth that is harmful or destructive to other plant
growth.

Nuisance Vegetation: Large types of weeds, and vegetation not desirable to the
Landscape. Examples include medium height shrubs, vines and brush such as
buckthorn, honeysuckle, kudzu, purple loosestrife, multiflora rose and leafy spurge.

Pesticides: Agents used to destroy insects, rodents and other pests.
Restricted Use Chemicals: Agents used to destroy pests and plant growth governed by Local, State and Federal regulations that require special training and/or licensing.

Systemic: Passing through and affecting the whole body of the plant system.

Turf: Surface earth ground cover containing a dense growth of grass and matted roots.

Weeds: Uncultivated plant growth. Examples include crabgrass, dandelions, etc.

E.2. References

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:

- “Standard Specifications for Road and Bridge Construction”, IDOT.
- “Supplemental Specifications and Recurring Special Provisions”, IDOT.
- “Highway Standards”, IDOT.
- “Illegal Dumping Prevention Guidebook, EPA905-B-97-001”, USEPA.
- Illinois Department of Agriculture Website, "http://www.agr.state.il.us/Environment/".
- “Standard Specifications and Construction Details for Water Main Installations”, City of Chicago - Department of Water Management.
- “The Chicago Skyway Landscape Guideline”, CDOT.
- “ANSI A300 - Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance: Standard Practices”, ANSI.
- “American Standard of Nursery Stock”, AAN.

E.3. Policy for Performing Landscape Roadside Maintenance

E.3.1. Objective

The objective of Landscape maintenance is to: preserve all trees and vegetation as an enhancement to the Skyway; provide aesthetically pleasing areas of lawns, shrub, flowers and trees; eliminate dangerous and overhanging trees and vegetation; allow unimpeded drainage; ensure safe sight distances; and control weeds and eliminate nuisance vegetation.

The objective of Roadside maintenance is to: remove litter that prevents a clean and tidy appearance to the Skyway or creates an unsafe situation; and to maintain all fencing along or within the Skyway Land to preserve a property boundary, control pedestrian access, and maximize the safety and security of Skyway users.
E.3.2. Responsibility of Concessionaire

In order to meet the requirements of this Chapter, the Concessionaire must engage in practices to ensure that Landscape and Roadside Maintenance is completed in a regular, systematic and timely manner to ensure the safe and orderly movement of traffic, and to meet the safety, aesthetic and economic benefits of the Skyway. This requires that the Concessionaire carry out its obligations in a manner that maintains and/or improves the overall Landscape and Roadside.

All materials and construction requirements for Landscape and Roadside work performed by the Concessionaire must conform to the appropriate and applicable requirements of the IDOT Standard Specifications, and the Reference Documents noted in Section E.2 of this Chapter.

The Concessionaire shall make routine Landscape and Roadside inspections part of its daily activities, and should be watchful for obstructions from Landscape features, locations of illegal dumping, damage to the fencing, deficiencies in the irrigation system, full and overflowing litter receptacles, and all situations that detract from a neat and tidy appearance of the Skyway.

Work on Landscape and Roadside features within the Skyway Land that must be performed by the Concessionaire includes the following:

- **Landscape**:
  - Mow, trim and edge turf areas.
  - Repair and replace all damaged, diseased, dead and worn turf areas.
  - Aerate turf areas.
  - Water landscape areas so that healthy plant life is maintained.
  - Control and remove weeds, insects, pests and diseases in plants, trees, shrubs and turf areas.
  - Keep all portions of the traveled lanes, shoulders, curbs, gutters, drainage structures, sidewalks, and bridges free of plant growth, and vegetation waste.
  - Fertilize plants, trees, shrubs and turf areas.

- **Mulch around plants, trees and shrubs**.
  - Obtain, hold, and keep current all licenses required for the use of General Use and Restricted Use Chemicals.
  - Assure that all employees utilizing General Use and Restricted Use Chemicals are properly trained and licensed as required by law.
  - Recognize, diagnose, and take measures to control all insects, rodents, and other pests.
  - Apply General Use and Restricted Use Chemicals in a manner so as to prevent spray-drift and encroachment into non-target areas.
  - Properly remove and dispose of landscape control cuttings that represent a hazard, obstruct drainage or create a nuisance.
- Ensure that all trees and shrubs are pruned neatly and are maintained in a manner to minimize danger to the traveling public, or which pose a threat to adjacent lands.
- Remove vegetation that causes sight distance obstructions; obscures the visibility of signs, delineators, or other roadside features; constitutes noxious or nuisance weeds; or impedes drainage.
- Remove all dead, damaged, overhanging and unstable trees and tree limbs.
- Replace all dead and damaged plantings and trees.
- Inspect health and growth of all plants, shrubs and plants.
- Ensure that all equipment used for landscaping conforms and is operated in compliance with applicable all State and Federal requirements, and all applicable City of Chicago ordinances.

- **Litter & Debris Control:**
  - Remove debris and litter from the roadway, roadside and planted areas.
  - Empty litter receptacles.
  - Remove, dispose of and report all illegal dumping.

- **Fencing:**
  - Repair or replace all damaged or deficient fencing or its components as a result of: motor vehicle collisions; rust, normal wear and weather damages; acts of vandalism; fallen trees; embankment shifts; fires and other occurrences.

- **Irrigation Systems:**
  - Ensure the irrigation systems, including pumps and control units are in proper working order at all times.
  - Perform and conduct the prescribed maintenance measures described in the Manufacturer’s Operations and Maintenance Manuals.
  - Replace, repair, and adjust the sprinklers so that water spray patterns provide the proper coverage.
  - Repair and replace all broken, damaged and non-functioning irrigation elements.
E.3.3. *Performance Time Frames*

The following table establishes the maximum duration from the time a deficiency is or reasonably should be detected by or reported to the Concessionaire, within which the Concessionaire must complete the required maintenance, repair or replacement to the Landscape and Roadside features.

**TABLE E.3.3.1**

<table>
<thead>
<tr>
<th>Landscape or Roadside Feature</th>
<th>Maximum Time Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Landscape:</strong></td>
<td></td>
</tr>
<tr>
<td>- Sight Distance Obstruction</td>
<td>2 Hours</td>
</tr>
<tr>
<td>- Vegetative Waste</td>
<td>24 Hours</td>
</tr>
<tr>
<td>- Trees</td>
<td>3 Days</td>
</tr>
<tr>
<td>- Plants, Shrubs, Flowers, Turf</td>
<td>7 Days</td>
</tr>
<tr>
<td><strong>Roadside Litter:</strong></td>
<td></td>
</tr>
<tr>
<td>- Illegal Dumping</td>
<td>2 Hours</td>
</tr>
<tr>
<td><strong>Fencing:</strong></td>
<td></td>
</tr>
<tr>
<td>- Temporary Repairs</td>
<td>24 Hours</td>
</tr>
<tr>
<td>- Permanent Repairs</td>
<td>30 Days</td>
</tr>
<tr>
<td><strong>Irrigation System</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>7 Days</td>
</tr>
</tbody>
</table>

The following table establishes the minimum frequency that a particular maintenance operation is to be performed.

**TABLE E.3.3.2**

<table>
<thead>
<tr>
<th>Maintenance to be Performed</th>
<th>Minimum Frequency of Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Landscape:</strong></td>
<td></td>
</tr>
<tr>
<td>- Removal of Nuisance Vegetation</td>
<td>Every 30 Days (Growing Season)</td>
</tr>
<tr>
<td>- Mow</td>
<td>Prior to turf reaching 6-inches in height</td>
</tr>
<tr>
<td><strong>Litter Control:</strong></td>
<td></td>
</tr>
<tr>
<td>- Roadside Litter Collection</td>
<td>Every 7 Days</td>
</tr>
<tr>
<td>- Emptying of Litter Receptacles</td>
<td>Every 2 Days. or once they become full: whichever occurs first</td>
</tr>
</tbody>
</table>
The Concessionaire also must:

- Aerate all turf areas once yearly; recommended in the fall.
- Establish a mowing frequency so that the criteria established in Table E.3.3.2 above is maintained.
- Cut and remove weeds and nuisance vegetation prior to the development of reseeding.
- Pressurize and winterize the Irrigation System lines once each year; pressurize in the spring, and winterize in the fall.
- Test, remove and replace the RPZ backflow preventors once each year; remove in the fall, and replace and test in the spring.
- Trim trees and shrubs to ensure visibility, to prevent shading of signs and safety devices, and/or when less than seventeen (17) feet of vertical clearance above the traveled way and shoulder is not provided.

E.3.4. Acceptance Standards

The Landscape and Roadside will be considered acceptable when the following standards are met or exceeded:

- **Landscape:**
  - Turf height does not exceed that specified in Table E.3.3.2.
  - Turf, flowers, shrubs and all plant life are trimmed, edged, pruned, disease and pest free, fertilized, watered and healthy.
  - Turf is free from brown-patches, missing-patches and damage.
  - No sight distance obstructions from trees and vegetation are present.
  - Trees are trimmed, and free from dangerous, damaged and overhanging limbs.
  - Landscape is free from weeds and nuisance vegetation.
  - All portions of the traveled lanes, shoulders, curbs, gutters, bridges, drainage structures, and sidewalks are free of plant growth and vegetation waste.
  - No areas outside the target areas show chemical damage.

- **Roadside Litter:**
  - Roadside is free from litter, and in a neat and tidy condition.
  - Litter receptacles are emptied at a rate that meets that stated in Table E.3.3.2.
  - No locations of illegal dumping are present.
• **Fencing:**
  - Fence posts are plumb.
  - Top rails are level with no sags or deflections.
  - The fence fabric is taunt and securely attached.
  - The fabric is free from holes, section loss, wear and vegetation.
  - The work site is left in a clean condition.

• **Irrigation Systems:**
  - All irrigation piping, sprinkler heads, controllers, pumps and their components function properly, are unbroken and do not leak.
  - Water spray patterns adequately cover the specified Landscape areas.
  - Winterizing and testing of the system is performed at the recommended times, in the prescribed manner.

### E.4. Additional Requirements

#### E.4.1. Roadside Litter Collection & Removal

The Concessionaire must perform litter collection and removal within the Skyway Land at a frequency complying with that stated in Table E.3.3.2 of this Chapter. The Concessionaire should be aware that for specific segments of the Skyway the frequency of litter collection should be increased if it is found that litter is prone to collect so that the roadside always remains in a clean and tidy condition. In addition, Skyway property beneath Skyway structures and areas around all Skyway facilities such as the Skyway Main Operations Building, and the 100th Street Pump House must be included in litter collection.

The Concessionaire’s litter collection operations must be designed to minimize disturbance to motorists and to maximize safety for both Skyway users and maintenance crews at all times.

Litter must never be transferred to a spot outside the Skyway Land for pickup by the City’s Department of Streets and Sanitation.

Under no conditions must the Concessionaire use water to flush litter onto non-Skyway property.

Litter bags should be carried in maintenance vehicles at all times, for use as needed.

All litter and refuse must be legally disposed of in accordance with all Federal, State and City waste disposal laws and ordinances.

The requirements for pavement and shoulder sweeping are specified in Volume I - Maintenance Manual, Chapter B, “Roadway Maintenance”.


E.4.2. Litter Receptacles

Receptacles located at toll booths, toll plazas and outside the Skyway Main Operations Building must be emptied at a frequency complying with that stated in Table E.3.3.2 of this Chapter. Receptacles may be relocated and added only where adequate space is available, and provisions have been made for safe entry and exit. In addition, new receptacles must closely match the color, type and size of existing receptacles in order to preserve a uniform appearance.

Emptying litter receptacles and trash/garbage collected from inside the Skyway Main Operations Building and other facilities is addressed in Volume I – Maintenance Manual, Chapter L. “Facility Maintenance”.

Litter receptacles must not be placed along the Skyway traveled way.

E.4.3. Reporting Illegal Dumping

When incidents such as fly-dumping and unlawful trash disposal occur within the Skyway Land, the Concessionaire must contact and file reports with the Chicago Police Department (CPD) so that the location can be monitored.

E.4.4. Weed Control

Weeds should be eradicated no matter where they are found. Updated lists of noxious plants recognized by Illinois Noxious Weed Laws and other State legislation are available from the Illinois Department of Agriculture’s Bureau of Environmental Programs. The USDA Animal and Plant Health Inspection Service also publishes a Federal Noxious Weed List.

E.4.5. Nuisance Vegetation Control

Nuisance vegetation that must be removed as part of Landscape Maintenance includes vegetation which has taken root at locations such as turf areas, at the base of retaining walls, in sidewalks, in shoulders, in clogged drainage grates, or along the fence lines. The Concessionaire must completely remove all nuisance vegetation to the greatest extent possible, which shall include the root systems.

Nuisance vegetation must be removed so that it does not interfere with drainage, the establishment of slope stabilizing turf, and in so far as it lowers the aesthetic appeal of the Skyway.

E.4.6. Required Measures for Using General Use Chemicals

The selection of General Use Chemicals used as herbicide types (contact, pre-emergent, systemic), specific manufacturer(s), application rates and times of day, variations for soil type and the time of year, etc. are the responsibility of the Concessionaire and must be selected with regard to fulfilling the performance specifications.
Trees and shrubs that are killed or injured by over-application of herbicide must be replaced with similar plants.

The use of broad-spectrum herbicides on pavements, shoulders and sidewalks to control weeds growing through cracks and presenting an unsightly appearance is permitted.

The use of growth retardants or chemicals that reduce the growth rate in order to extend the periods between pruning, edging or mowing will not be permitted.

Weeds should be removed from turf areas where grass has been weakened by competition, but excessive use of weed killers on turf areas is discouraged.

The Concessionaire is responsible for ensuring that all staff who apply General Use Chemicals within the Skyway Land are properly trained and licensed by the Illinois Department of Agriculture.

E.4.7. Required Measures for Using Restricted-Use Landscape Chemicals

The purchase, storage, transportation, disposal, application and conformance with all laws concerning Restricted-Use chemical compounds, including pesticides, herbicides, insecticides, fungicides and rodenticides is the Concessionaire’s responsibility.

The Concessionaire is responsible for ensuring that all staff who apply Restricted-Use chemicals within the Skyway Land are properly trained and licensed as follows:

- All persons who apply Restricted-Use chemicals must be licensed as a Commercial Applicator by the Illinois Department of Agriculture.
- The Illinois Department of Public Health must certify and license any individual who applies pesticides in or on man-made structures for purposes including but not limited to bird control, rodent control, wood treatment and insect control.

Pursuant to the Illinois Pesticide Act, only those chemicals which have been registered with the USEPA and the Illinois Department of Agriculture may be sold in Illinois and used within the Skyway Land.

E.4.8. Burning

Burning of select areas to control or eliminate weeds or nuisance vegetation is strictly prohibited. In addition, the Concessionaire is prohibited from burning trash, refuse, litter, landscape waste, oil, grease, unused paint, or any other waste or chemical product.

E.4.9. New and Replacement Plantings

The Concessionaire is responsible for ensuring that only healthy stock is used for new and replacement planting.

Prior to installing new trees and vegetation, the Concessionaire must consult with the “The Chicago Skyway Landscape Guideline”, so that the new plantings selected will be tolerant of salts, drought and wet conditions.

All plants must be healthy, shapely, and well rooted. Roots must show no evidence of having been stressed, restricted or deformed at any time. The stems or trunks of trees must show no signs of having been cut, broken, mutilated or restricted by plant ties or supports.
The Concessionaire is prohibited from eliminating or choosing not to replace plantings without documented cause, or as a means to reduce the maintenance workload.

E.4.10. Turf
The Concessionaire is responsible for maintaining all turf within the Skyway Land and must perform the necessary work to preserve its health and appearance, including but not limited to mowing, edging, applying landscaping chemicals and replacing all lost, diseased or dead turf and eroded topsoil in order to maintain proper grades and vegetative cover.

The Concessionaire must evaluate the need for seeding, over-seeding or sodding in locations of disturbed, thin or weakened turf.

E.4.11. Trees and Shrubs
The Concessionaire must perform maintenance to promote the growth of trees and shrubs. This work includes pruning, mulching, watering, fertilizing, removing and disposing, and replacing trees and shrubs with new plantings.

E.4.11.1. Inspections
The Concessionaire must keep aware of damaged trees and limbs that may be a hazard to traffic, pedestrians, highway appurtenances, electric utility lines, or adjacent property. Trees and limbs subject to such conditions must be inspected frequently to ensure they do not compromise safety.

The Concessionaire must evaluate the shrubs along fence lines in order to provide a neat appearance to the Skyway.

E.4.11.2. Pruning
The Concessionaire must prune growing trees and shrubs in order to maintain their structure and health, to maintain sight lines of visibility, to prevent damage to property, and to preserve the aesthetics of the landscaping.

To alleviate slippery conditions on pavements, tree branches located over the roadway or ramps must be removed.

Plantings of trees and shrubs too close to the edge of pavement or Right-Of-Way fence should be constrained. Such plantings must be thinned or removed if the plant spreads.

All tree and shrub pruning must be consistent with ANSI Standard A300, which includes guidelines for distances from trees to electrical and utility wires.

E.4.11.3. Mulching
Mulching around trees and shrubs with wood chips, green waste material, bark, straw or sheets of landscape fabric is required in order to conserve soil moisture, preserve a neat appearance to the landscaping, simplify mowing, and prevent weeds. Care must be taken to avoid excessive amounts of mulch, which may rot plant stems, and to use local products whenever possible to lower the chances of importing pests.
E.4.11.4. Fertilizing

The Concessionaire must fertilize young trees to promote proper growth, and must apply fertilizer to trees and shrubs in order to maintain steady growth.

The Concessionaire must not apply fertilizer in order to stimulate plant growth when underlying causes for lack of color or slow growth may be present. The Concessionaire must inspect distressed plants for evidence of such underlying problems and take all necessary steps to cure the plant.

All fertilizer application methods and rates must be consistent with the current ANSI Standard A300.

E.4.12. Irrigation System Management

The Concessionaire must apply water to plantings to promote the growth of new plants and maintain the health of established vegetation. Care must be taken to apply the appropriate amount of water to accommodate the landscape's needs.

The Concessionaire must comply with all local water conservation guidelines or watering restrictions, and must adjust watering times accordingly.

The Concessionaire must maintain and repair the irrigation systems to ensure that:

- Each controller-run irrigation system is correctly programmed to deliver the waterings needed for each season;
- Irrigation controllers are clean, rust-free, free of vegetation, have secured locking lids and are in good working condition.
- No system runs during rainy weather.
- Replacement parts or components are made with those made by the original manufacturer.

All reduced pressure zone (RPZ) backflow preventers must be removed every winter, and when reinstalled in the spring, tested and certified by licensed personnel with a permit obtained from the City of Chicago - Department of Water Management.

The Concessionaire must ensure that all elements such as backflow preventers, valves and exposed plumbing for the irrigation systems are drained adequately to prevent damage from freezing during the cold weather months. In addition, seasonal maintenance must be performed in accordance to the requirements stated in the Irrigation System Operation & Maintenance (O&M) Manuals.

Pursuant to the “Standard Specifications and Construction Details for Water Main Installations”, City of Chicago - Department of Water Management - Bureau of Water Engineering, all work performed by the Concessionaire on or connected to potable water supplies must be performed by a plumber licensed in the State of Illinois and the City of Chicago.

E.4.13. Fences

Skyway fences have been erected to control access and prevent the indiscriminate crossing by vehicles or pedestrians. The Concessionaire is responsible for inspecting, maintaining and promptly repairing all fencing and its components.

Owners of private property fences bordering Skyway property must be promptly notified when their fences are in need of repair.
Fencing that has been damaged as a result of 3rd party damages, must be repaired or replaced as required in Volume I – Maintenance Manual, Chapter G, "Third Party Damages & Emergency Maintenance". Fencing which has been vandalized must be repaired. reported to the CPD and monitored.

F. BRIDGE & STRUCTURE MAINTENANCE

F.1. Definitions

Abutment: Earth retaining structures which support the superstructure at the beginning and end of a bridge.

Admixture: A substance added to a concrete mixture to produce a specific result.

Anchor Bolt: A threaded rod, including hardware, used for holding a mechanism or structure in place.

Armor: A metal fitting installed to protect the underlying joint material.

Backwall: The component of the abutment usually starting at the bearing seat elevation acting as a retaining structure and support for the approach pavement.

Bearings: A mechanical support system which transmits the vertical loads of the Superstructure to the Substructure. Bearings are composed of steel, rubber, Teflon, etc., and are separated into two general categories:

- Fixed: Permitting only rotational movements.
- Expansion: Permitting longitudinal as well as rotational movements.

Bent: A line of columns built as a structural unit, transverse to the bridge and supporting the load of the Superstructure.

Bridge: A structure consisting of single or multiple spans more than 20 feet in length that provides a means of transit for vehicles and/or pedestrians above the land, water surface, roadway, railroad or other obstruction.

Bridge Joint: Designated horizontal and vertical separation that forms a determined gap at the end of a bridge deck. Bridge joints include expansion joints and fixed joints of various systems and materials.

Camber: The upward curvature built into the longitudinal profile of a beam to accommodate the application of the load.

Deck: The portion of a bridge that supports the highway, from the top of the major structural members to the Wearing Surface, and is designed to distribute loads evenly across the bridge.

Dolphin: Groups of piles driven close together in water and tied together so that the group is capable of protecting bridge elements by withstanding lateral forces from vessels and other floating objects.

Fender System: Piles and/or timbers used as guides along a bridge foundation face to absorb the shock of vessel impacts and to minimize damage to the structure and vessel.

Floor Beam: Transverse members which support the stringers and transmit the loads to the main load carrying members of a structure.
Fracture Critical: A tension member or component the failure of which will result in the collapse of the structure.

Grade Separation: Crossing of a highway over another highway, street, railroad, navigable channel or other facility at different elevations.

Grout: A fluid mixture of mortar composed of sand, cement and water that can be poured or pumped easily.

 Gusset: A plate serving to connect the elements of a member(s) of a structure, and to hold them in the correct alignment and/or position at a joint.

Load Rating: An analysis of a structure to compute the maximum allowable loads that can be carried across a bridge; the guidelines are set forth by AASHTO.

Overpass: The single-span bridge (including the two-span for the Stony Island Avenue Bridge, and the three-span for the State Street Bridges) that carries the Skyway over an intersecting road.

Parapet: A wall-like member integrally connected to the fascia edge of a bridge deck to serve as a protective barrier for vehicular or pedestrian traffic.

Piers: Substructure elements which support the Superstructure at intermediate points between the abutments.

Retaining Wall Structures: An engineered vertical structure designed to resist horizontal earth pressures of a fill, and/or a structure designed to prevent material from spilling onto another surface. Within the Skyway Land retaining walls are made of reinforced concrete. Mechanically Stabilized Earth (MSE), and masonry.

Scour: The lowering of the stream bed by the erosive action of water as a result of a local obstruction or natural phenomena, occurring at piers or abutments in waterways.

Spall: Circular or other shaped depression in a concrete surface resulting from the separation of a portion of the surface from its substrate.

Stringers: Longitudinal beams supporting the bridge deck, and in truss bridges framed into or upon the floor beams.

Substructure: The pier and abutment elements required to support the Superstructure.

Superstructure: The entire bridge structure resting on the piers and abutments, consisting of stringers, decks, floor beams, trusses, wearing surfaces, railings, etc.

Truss: A jointed bridge structure having open built web construction so arranged that the frame is divided into a series of triangular shaped figures.

Tunnel: A lined excavation built through a mass of earth and intended for the transport of traffic or people or for continuous access to an underground facility. On the Skyway, tunnels are present as access passages from the Skyway Main Operations Building to the Toll Plazas, and within the 106th Street Viaduct.

Viaducts: All continuous multiple span bridges, usually consisting of several units and not defined as overpasses.

Wearing Surface: The portion of a bridge deck cross section which resists traffic wear.

Wingwall: A side wall to the abutment backwall or stem designed to assist in confining earth behind the abutment.
F.2. References

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:

- "National Bridge Inspection Standards", FHWA.
- "Bridge Inspector's Training Manual," FHWA.
- "Structure Information and Procedure Manual", IDOT.
- "Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges," FHWA.
- "Bridge Manual", IDOT.
- "Prestressed Concrete Manual", IDOT.
- "Structural Services Manual", IDOT.
- "Geotechnical Manual", IDOT.
- "Standard Specifications for Road and Bridge Construction", IDOT.
- "Supplemental Specifications and Recurring Special Provisions", IDOT.
- "Guide Bridge Special Provisions", IDOT.
- "All Bridge Designers Memorandum", IDOT.
- "Bureau of Design and Environment Manual", IDOT.
- "BDE Special Provisions", IDOT.
- "Standard Specifications for Highway Bridges," AASHTO.
- "Manual for Condition Evaluation of Bridges", AASHTO.
- "Guide Specifications for Fatigue Evaluation of Existing Steel Bridges", AASHTO.
- "Guide Specifications and Commentary for Vessel Collision Design of Highway Bridges", AASHTO.
- "The Maintenance and Management of Roadways and Bridges", AASHTO.
- "Bridge Inspection Project Manual", CDOT.
- "SSPC Painting Manual", 2-Volume Set. SSPC.
- "Lead-Based Paint Removal for Steel Highway Bridges", SSPC.
- "SSPC-VIS1 – Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning", SSPC.
- "SSPC-VIS2 – Standard Method for Evaluating Degree of Rusting on Painted Steel Surfaces", SSPC.
- "SSPC-VIS3 – Visual Standard for Power and Hand-Tool Cleaned Steel", SSPC.
- "SSPC-VIS4 – Guide and Reference Photographs for Steel Cleaned by Water Jetting", SSPC.
- "SSPC-VIS5 – Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning", SSPC.
F.3. Policy for Bridge & Structure Maintenance

F.3.1. Objective

The objective of Bridge and Structure maintenance is to ensure that the stability, safety, durability, strength, and structural integrity of the Skyway is continually and properly maintained so as to maximize the functional life of the structure.

Bridges and Structures require repairs due to wear, vehicular impacts, chloride infiltration, etc.; maintenance; inspections; and replacement in part and in whole.

Bridges and Structures include but are not limited to all earth retention structures such as cantilevered, sheet piling, soldier pile retaining walls; and MSE walls.

Bridge and Structure maintenance objectives for individual elements of a structure are further identified by the following:

- **Bridge Decks and Wearing Surfaces**: To provide safe, uniform, smooth, stable and durable surface.

- **Bridge Railings and Parapets**: To provide a structurally sound and safe barrier for and between pedestrians, vehicles and hazards.

- **Bridge Joints**: To provide a safe, smooth and stable condition across planned openings for Skyway users.

- **Bridge Superstructure and Substructure Elements**: To provide and maintain the structural integrity, durability and load carrying capacity of concrete and steel Superstructure and Substructure elements.

- **Bridge Bearings**: To ensure that Superstructure loads are properly transmitted and distributed to the Substructure, and that the Superstructure is free to undergo necessary movements without developing damaging stresses.

- **Bridge Painting**: To prevent corrosion in steel elements of bridge Superstructures and Substructures, and to present a neat and tidy appearance.

- **Bridge and Structure Cleaning**: To preserve the bridges and structures; and to remove dirt, debris, and deleterious materials.

- **Bridge Waterway Protection**: To ensure structural strength, to prevent scour and to maintain the impact resistance of the bridge fender system.

- **Retaining Structures**: To ensure the continued safe and sable condition of all retaining structures and associated components.

- **Tunnels**: To provide a structurally sound and safe passageway for vehicles and pedestrians.

- **Structure Accessories**: To provide functionality and maintenance to ancillary bridge and structure items including, but not limited to, inspection walkways, sidewalks, slopewalls, etc.

- **Bridge Inspections**: To provide current and accurate information on the condition and the structural adequacy of the bridge or structure in accordance with the applicable requirements of the City, State and Federal governments.
F.3.2. Responsibility of Concessionaire

In order to meet the requirements of this Chapter, the Concessionaire must engage in practices to ensure that all Bridges and Structures function properly as designed; to ensure that the stability, strength, durability and structural integrity of the Bridges and Structures are never compromised; and to provide a continuous safe and orderly movement of traffic. This requires that the Concessionaire carry out its obligations in accordance with this Chapter and in a manner that minimizes the overall deterioration and/or improves the condition of the Bridges and Structures.

The Concessionaire is responsible for all management associated with the Bridge and Structures including; conducting Maintenance, Emergency and Mandatory inspections; filing inspection documents and reports with the City and IDOT; assisting in independent inspections; and replying to questions or comments that might arise. The Concessionaire is also responsible for determining repair needs; creating repair alternatives and procedures; scheduling work; and overseeing all work to ensure compliance with all of the Reference Documents.

The Concessionaire is responsible for initiating, designing, determining, establishing and maintaining all required Traffic Control for the duration of the work as addressed by the requirements of Volume II – Operations and Procedures Manual, Chapter G, "Traffic & Travel Management Plan".

The Concessionaire must ensure that all repair drawings are prepared and sealed by a Structural Engineer Licensed in the State of Illinois. In addition, all repair work resulting in an alteration of a bridge or structural element must be recorded with an "As-Built" document, which must also be filed with CDOT.

All materials and construction requirements for Bridge and Structure work performed by the Concessionaire must conform to the appropriate and applicable requirements of the IDOT Standard Specifications and the Reference Documents noted in Section F.2 of this Chapter.

Once work on a Bridge or Structure has been started, the work must continue during consecutive working days until a thorough, complete and structurally adequate product has been achieved. All work performed on Bridge and Structures must be made so as to correct all safety deficiencies, preserve the Skyway as an asset, and restore a quality riding surface to Skyway users.

Bridge Approach Pavement is considered a roadway item and is addressed in Volume I – Maintenance Manual, Chapter B, "Roadway Maintenance".

Bridge Drainage Systems are considered a drainage item and are addressed in Volume I – Maintenance Manual, Chapter D, "Drainage Maintenance and Slope Repair".

Work on Bridges and Structures within the Skyway Land that must be performed by the Concessionaire includes the following:

- **Bridge Decks and Wearing Surfaces:**
  - Make repairs to deteriorated, delaminated and unsound portions of the Bridge Decks & Wearing Surfaces including but not limited to full and partial depth repairs; concrete crack sealing; and replacement of the Bridge Decks and Wearing Surfaces in part or in whole.
• Ensure that Bridge Decks and Wearing Surfaces are securely attached to their support elements, and that the support elements are attached to the deck, so that a safe, durable, structurally adequate condition is continually provided.

• Ensure that all Bridge Decks and Wearing Surfaces are structurally adequate to support vehicular and other design loads.

• Ensure that all repairs or replacement work provides the following:
  ➢ A smooth and safe wearing and riding surface.
  ➢ The repaired areas encompass all surrounding unsound and deficient areas.
  ➢ Repairs are sound, durable and well bonded to the substrate surface or support element.
  ➢ The repaired area is finished in accordance to the requirements of the Reference Documents.
  ➢ All cracks are sealed, and prevent the infiltration of water and chlorides.
  ➢ The repaired areas match the concrete color, and the profile of the surrounding areas.

• Bridge Railings and Parapets:
  • Maintain, repair or replace Bridge Railings and Parapets that are unsafe or have the potential to become unsafe to Skyway users.
  • Install temporary barriers or railings where and when required, ensuring the continual safety of Skyway users.
  • Maintain, repair and replace Bridge Railings and Parapets to the original design, unless entire segments or lengths are replaced in which case the Concessionaire must conform to the most current requirements stated in the Reference Documents.
  • Repair or replace all rusted, bent, loose, missing, unsafe and/or damaged steel railings or parapets.
  • Repair or replace all cracked, unsound, delaminated, missing, unsafe and/or damaged concrete railings or parapets.

• Bridge Joints:
  • Replace full or sectional lengths of Bridge Joints, seals and bridge joint armor that are unsafe or have the potential to become unsafe, or that would accelerate the deterioration of other bridge and structure elements such as the bearings, the Superstructure beams, or the Substructure piers and abutments.
  • Replace or repair all Bridge Joints that no longer function or operate as intended by the original design.
• Replace all Bridge Joint seal material that becomes damaged, missing, worn, torn, leaky, misaligned, or no longer functions as intended by the original design.

• Repair or replace all Bridge Joint armor and its components that become loose, bent, gouged, separated from its substrate, damaged, broken, cracked, experience section loss or missing.

• Bridge Superstructure and Substructure Elements:
  o Ensure that all bolts are present, properly torqued, tight, and contain the proper nuts and washers.
  o Replace all loose, damaged, rusted, cracked, missing and non-functioning rivets with an appropriate high strength bolt of the same or larger diameter as the original rivet.
  o Repair or replace bent, corroded, cracked, fatigued, damaged or structurally deficient steel Superstructure and Substructure elements.
  o Repair or replace unsound, delaminated, spalled, cracked and structurally deficient concrete Superstructure and Substructure elements.
  o Inspect and investigate all truss elements as well as all Superstructure and Substructure elements that appear loose, damaged and/or resonate when load is applied.
  o Perform all steel repairs so that each individual element, as well as the structure as a whole, is structurally adequate to support vehicular and other design loads.
  o Perform all concrete repairs in a manner that removes all deficient concrete and ensures a sound, durable, well-bonded repair that is structurally adequate to support vehicular and other design loads. In addition, the repaired concrete work must match the finish and color of the adjacent concrete surfaces.

• Bridge Bearings:
  o Replace deteriorated Bridge Bearings and associated components with replacement bearings that adequately support all of the load conditions and combinations that it might experience, in full conformance with the requirements of the Reference Documents.
  o Employ a Licensed Structural Engineer in the State of Illinois to prepare jacking, removal and installation procedures and documents for all Bridge Bearing removal, replacement and resetting work.
  o Replace Bridge Bearings and associated components in part or in whole that are unsafe or have the potential to be unsafe, or have deteriorated to the condition where maintenance and repair will not restore the intent of the original design function.
  o Clean, lubricate, realign and repair Bridge Bearings in accordance with the manufacturer's specifications or the original design specifications.
Clean all bridge bearings and associated components that are rusted or become covered with winter abrasives, dirt or debris.

- Repair all pads that are damaged, warped, distressed, bulging, crushed, cracked, split, or torn.
- Repair all anchor bolts and associated components that become damaged or missing.
- Repair all concrete pedestals and bearing seat areas that become cracked, damaged, deteriorated, or unsound.

**Bridge Painting:**

- Clean, prepare and coat all steel surfaces of bridge structures and railings in accordance with the requirements of the SSPC and the IDOT Standard Specifications, where the coating system is found to be deteriorated, broken, peeling, cracking, damaged, and/or the steel shows signs of corrosion or rust.

- Test, remove and properly contain all existing paint that has or is thought to have lead present within its composition, in full compliance with the requirements of the Reference Documents.

- Apply paint to all new steel bridge members or elements in accordance with the requirements of the SSPC and the IDOT Standard Specifications.

**Bridge and Structure Cleaning:**

- Ensure that the following surfaces and elements are cleaned of all dirt, debris and deleterious material, and washed to removed chemicals and winter abrasives at the frequency stated in Table F.3.3.2 of this Chapter:
  - Decks, shoulders, curbs, railings, bridge joints and parapets and gutterlines.
  - Truss members to a minimum height of 10 feet above the deck surface, including the bottom chord.
  - All drainage structures, including scuppers, deck drains, expansion joint troughs, abutment seat troughs, and drain piping.
  - Approaches to the bridges and all associated bridge elements for a distance of not less than 30 feet, as measured from the abutment joints, including the wingwalls, parapets, guardrail, etc.
  - Pier and abutment seats and caps, especially those beneath bridge deck expansion joints.
  - Abutment stemwalls and backwalls.

- Schedule bridge and structure cleaning at times when the temperatures are known to be above 40 degrees Fahrenheit for a minimum of 24 hours.

- Remove all fire hazards beneath bridges and structures.

- Ensure that all cleaning work is performed without damage to property, or injury or delay to Skyway users.
• **Bridge Waterway Protection:**
  
  o Ensure that the waterway and banks of the Calumet River channel in the location of the bridge is free of all logs or other debris that may impede passage and/or reduce the functionality of the protection system.
  
  o Repair and/or replace dolphins, pilings, fender systems and their associated components that are unable to or have the potential to be unable to resist waterway vessel impacts.
  
  o Employ a Licensed Structural Engineer in the State of Illinois to prepare designs and documents for the replacement of all Bridge Waterway Protection systems.
  
  o Maintain, repair or replace all dolphins, pilings, fender systems and their associated components that are loose, unattached, rotted, damaged and/or missing.
  
  o Repair and replace scoured and/or eroded materials at the bridge piers, shore, bank and watercourse with riprap and other materials that are appropriate and in full conformance with the requirements of the Reference Documents.

• **Retaining Structures:**
  
  o Maintain and repair retaining structures and associated components that are unsafe or have the potential to become unsafe for Skyway users.
  
  o Clean out and remove accumulations of debris behind and around retaining structures so that debris does not prevent the retaining structure and its drainage from functioning as designed; and dispose of debris in an acceptable manner.
  
  o Replace retaining structures or their components where maintenance and repair will not restore the original function of the structure.
  
  o Repair, reinforce and replace all portions of retaining structures that indicate evidence of movement, deflection or settlement. The Concessionaire must employ a Geotechnical Engineer in consultation with a Licensed Illinois Structural Engineer to determine the extent of the situation and to prepare the appropriate work details and documents.
  
  o Consult with the original design company for all MSE Walls damaged, deficient or not properly functioning, and replace all portions and components of the wall system with parts and materials as recommended.

• **Tunnels:**
  
  o Make repairs to all deteriorated, damaged, delaminated and unsound portions of the tunnels to ensure that the tunnels are structurally adequate to support vehicular and other design loads.
  
  o Ensure that adequate lighting and ventilation is supplied and maintained at all times.
Perform all repairs in a manner that removes all deficient concrete and ensures a sound, durable, well-bonded repair that is structurally adequate to support vehicular and other design loads. In addition, the repaired concrete work must match the finish and color of the adjacent concrete surfaces.

- **Structure Accessories:**
  - Repair or replace bent, corroded, cracked, fatigued, damaged or structurally deficient steel inspection walkways and their components.
  - Repair and replace all damaged, settled or deficient slopewall paving.
  - Repair and replace all unsound, deteriorated or damaged bridge sidewalks, curbs, or safety walkways.

- **Bridge Inspections:**
  - Ensure that all inspections required by Title 23 Code of Federal Regulations, as well as those required by IDOT and CDOT occur at the frequencies no greater than those stated in Table F.3.3.2 of this Chapter.
  - Employ qualified, experienced and trained Structural Engineers Licensed in the State of Illinois to perform all of the required inspections, condition assessments, repair recommendations and required reports and filings with the appropriate City, State and Federal entities.
  - Ensure that all inspections methods and procedures are in conformance with the requirements of the NBIS.
  - Develop, update and maintain a bridge management, inspection and condition data base which shall include photographs, test results, field notes, etc., which will also identify and prioritize all required repairs.
  - Perform bridge capacity and load analyses as required when deficient bridge members and elements are discovered.
  - Ensure that all structures are properly inventoried with IDOT, and that yearly updated Inventory Inspection Forms and Reports are correctly coded into the state's inventory system.
  - Ensure scheduling, organization and compensation for all required inspections, including but not limited to, vehicle rental, testing equipment, outside testing services, lane closures, and securing rights-of-entry from property owners.
  - Ensure that all underwater inspections are performed by certified divers who have been trained to identify problems, and who are under the supervision of a certified bridge inspector.
  - Notify the City immediately when inspections determine that the bridge or its major components is at the risk of a localized or large scale structural failure.
F.3.3. Performance Time Frames

The following table establishes the maximum duration from the time a deficiency is or reasonably should be detected by or reported to the Concessionaire, within which the Concessionaire must complete the required maintenance, repair or replacement work to Bridges and Structures, and their components:

<table>
<thead>
<tr>
<th>Bridge or Structure Feature</th>
<th>Maximum Time Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Decks &amp; Wearing Surfaces:</td>
<td></td>
</tr>
<tr>
<td>- Traveled Lanes</td>
<td>4 Hours</td>
</tr>
<tr>
<td>- Remainder of Deck Area</td>
<td>2 Days</td>
</tr>
<tr>
<td>Bridge Railings and Parapets:</td>
<td></td>
</tr>
<tr>
<td>- Temporary</td>
<td>2 Hours</td>
</tr>
<tr>
<td>- Permanent</td>
<td>1 Month</td>
</tr>
<tr>
<td>Bridge Joints:</td>
<td>5 Days</td>
</tr>
<tr>
<td>Bridge Superstructure and Substructure Elements:</td>
<td></td>
</tr>
<tr>
<td>- Structural Damage</td>
<td>1 Hour</td>
</tr>
<tr>
<td>- Non-Structural Deterioration</td>
<td>2 Months</td>
</tr>
<tr>
<td>Bridge Bearings:</td>
<td>48 Hours</td>
</tr>
<tr>
<td>Bridge Painting:</td>
<td></td>
</tr>
<tr>
<td>- Directly Exposed to Weather</td>
<td>3 Weeks</td>
</tr>
<tr>
<td>- Protected from Direct Weather</td>
<td>3 Months</td>
</tr>
<tr>
<td>Bridge and Structure Cleaning:</td>
<td></td>
</tr>
<tr>
<td>(Following Third Party and Emergency Damages)</td>
<td>(See Volume I - Maintenance Manual, Chapter G)</td>
</tr>
<tr>
<td>Bridge Waterway Protection:</td>
<td>5 Days</td>
</tr>
<tr>
<td>Retaining Structures:</td>
<td></td>
</tr>
<tr>
<td>- Instability or Structural Damage</td>
<td>24 Hours</td>
</tr>
<tr>
<td>- Non- Structural Damage</td>
<td>2 Months</td>
</tr>
<tr>
<td>Tunnels:</td>
<td>24 Hours</td>
</tr>
<tr>
<td>Structure Accessories:</td>
<td>14 Days</td>
</tr>
</tbody>
</table>
The following table establishes the minimum frequency that a particular maintenance operation is to be performed.

**TABLE F.3.3.2.**

<table>
<thead>
<tr>
<th>Activity to be Performed</th>
<th>Minimum Frequency of Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge and Structure Cleaning:</td>
<td>Once Yearly, when no further Winter Chemicals will be applied, but no later than May 31st.</td>
</tr>
<tr>
<td>- Bridges</td>
<td></td>
</tr>
<tr>
<td>- Overhead and Bridge Mounted Sign Structures</td>
<td></td>
</tr>
<tr>
<td>- Retaining Walls &amp; Other Structures</td>
<td></td>
</tr>
<tr>
<td>Inspections &amp; Reports:</td>
<td></td>
</tr>
<tr>
<td>- All Bridge Structures</td>
<td>Once Yearly</td>
</tr>
<tr>
<td>- Filing of IDOT Inventory/Appraisal Forms</td>
<td>Once Every 2 Years</td>
</tr>
<tr>
<td>- Fracture Critical Structures &amp; Members</td>
<td>Once Every 2 Years</td>
</tr>
<tr>
<td>- Underwater Inspection</td>
<td>Once Every 2 Years</td>
</tr>
</tbody>
</table>

The Concessionaire must, from the time a deficiency is detected by discovery or report:

- Immediately dispatch a Licensed Structural Engineer in the State of Illinois to inspect, conduct testing, analyze, prepare condition reports and prepare repair/replacement recommendations.
- Notify the City immediately when inspections by the Structural Engineer determine that the bridge, structure or its components are at risk of a localized or large scale structural failure.
- When such times occur that a bridge, structure or its components are at risk of failure:
  - Commence repairs immediately as instructed by the Structural Engineer, except where the damage will require complete reconstruction, and;
  - Complete repairs within three (3) months or within a time frame that is appropriate to the nature and urgency of the repair as determined by the Structural Engineer.
- Immediately establish and provide traffic control whenever a Bridge or Structure is unsafe or has the potential to become unsafe for Skyway users.
- Ensure that all temporary work is properly disposed of and replaced with permanent work within one (1) month after it was installed, or is no longer required.

The Concessionaire also must:

- Lubricate all required bearings once annually in accordance with the original design and manufacturer's specifications.
F.3.4. **Acceptance Standards**

Bridge and Structure maintenance work will be considered acceptable when the following standards are met or exceeded:

- **Bridge Decks and Wearing Surfaces:**
  - The concrete finish of the decks and/or wearing surfaces provides a safe driving surface and is in accordance with the requirements of the Reference Documents.
  - Repair areas match the existing Deck profile, cross-slope, color and finish.
  - Repair areas and adjacent areas encompass all deterioration and are structurally sound, uniform in shape, durable and bonded to the supporting elements and substrate.
  - Repair and replacement materials are compatible to the remaining materials, and new materials are in full compliance with the requirements of this Chapter and the Reference Documents.
  - Repair and replacement areas are structurally adequate and maintain the structural integrity of the deck.
  - All cracks 1/16" or larger are sealed to a minimum depth of 1/2".
  - The decks and wearing surfaces are clean and free of all dirt, debris and foreign materials that may reduce the safety of Skyway users and impede drainage.
  - The decks or wearing surfaces are replaced in whole when the existing combined with the required and proposed repair areas, account for more than 30% of the entire deck area.

- **Bridge Railings and Parapets:**
  - The railings and parapets are properly attached and meet all of the requirements of the Reference Documents so that the system provides a safe barrier for Skyway users.
  - The railings and parapets are properly aligned, and free of all damage, defects and deterioration.
  - Temporary barriers or railings have been installed only for the duration required to complete the permanent repair or replacement.

- **Bridge Joints:**
  - The bridge joints have been properly installed and function as designed to withstand the movements of the bridge and structure.
  - The bridge joints are free of all leaks, defects, damage and deterioration.
  - The bridge joints provide a smooth and safe transition for Skyway users.
  - The bridge joint armor plates are securely attached to the substrate, are not misaligned, and are not damaged or deteriorated.
• **Bridge Superstructure and Substructure Elements:**
  o Existing and repaired or replaced elements are structurally adequate and maintain the structural integrity of the structure.
  o Repair areas match the adjacent surface color and finish.
  o All waste materials have been removed from the work site and the areas are left in a clean and tidy condition.
  o Repair areas and adjacent areas encompass all deterioration and are structurally sound, uniform in shape, durable and bonded to the supporting elements and substrate.
  o All structural cracks are filled and sealed with the appropriate materials and methods as determined by the Structural Engineer and in conformance with the Reference Documents.
  o The steel elements and connections are functioning properly, free of all cracks, corrosion, deteriorated paint, damage and defects.

• **Bridge Bearings:**
  o All bearings constructed with elastomeric or other pads are properly aligned and free of all bulging, warping, cracks, splits, tears and distress.
  o All bearings function as designed, and are capable of supporting the applied loads in a manner that does not cause the bearing to compromise its structural integrity or that of the structure or bridge as a whole.
  o All bearings are clean, properly aligned and free of all damage, deterioration deficiencies, and missing components.
  o Bearings that require lubrication are maintained as required by the original specifications and the manufacturer's recommendations.
  o The concrete pedestals and bearing seats are clean and free of all deterioration, damage and deficiencies that might compromise the bearings.

• **Bridge Painting:**
  o All steel and metal surfaces of the bridge, structure, or its components that require paint are prepared and coated to a minimum level of SSPC SP6.
  o All bridges, structures and their components are free from deficiencies in the paint surface and are free from corrosion, rust, staining, decolorized blotches, chalking, peeling, and cracked and chipped paint.
  o The paint systems utilized are in full conformance of the requirements of this Chapter, or the Reference Documents, whichever is more stringent.
  o Existing paint that is thought or is known to contain lead is tested and removed in a manner that conforms to all City, State and Federal laws and regulations.
• **Bridge and Structure Cleaning:**
  - All bridge and structure surfaces are free from dirt, debris, foreign materials and winter abrasives.
  - All fire hazards beneath or adjacent to bridges and structures have been removed, the area cleaned, and the site left in a neat and tidy manner.

• **Bridge Waterway Protection:**
  - Watercourse, shores and banks are free from erosion, slumping and scour.
  - Dolphins, pilings and fender systems are functioning as designed and the systems are free of all defects, deficiencies, damage, and debris interferences.
  - Bridge piers within the waterway are supported by firm, solid and well compacted materials and no scour or material loss has occurred.
  - Loose, corroded, deteriorated, rotted, and missing components of the waterway protection system are repaired and replaced with materials that complement the environment and are in conformance with the requirements of the Reference Documents.

• **Retaining Structures:**
  - The earth retained by the structure is present without deformations, cracks, erosion, or slumps, and is in a stable state.
  - Drainage for the retaining structures is present and functioning as originally designed.
  - Vegetation that will or might exert stresses on the retaining structure has been removed.
  - All vertical faces of the retaining structures are plumb, structurally stable, and do not indicate signs of distress or movements.
  - Repairs and replacement of portions or components of MSE walls are made with materials and procedures in consultation and approval of the original wall design company.

• **Tunnels:**
  - The tunnels are free of all deterioration, damage and deficiencies that might compromise their structural integrity.
  - The tunnels are properly lit and ventilated.
  - All attached utilities and other facilities are securely attached to the tunnel structure.

• **Structure Accessories:**
  - The inspection or service walkways, access platforms, ladders and other similar accessories are free from damage, deficiencies, deterioration and missing components.
• The bridge slopewalls are stable, free from damage, deterioration, settlement and other deficiencies.

• **Bridge Inspections:**
  
  • Bridge and structure inspections have been performed in accordance with the requirements of Table F.3.3.2 of this Chapter, Volume II – Operations and Procedures Manual, Chapter J, "Annual State of the Skyway and Capital Improvement Program Reports", and all required documentation and reports have been filed with the appropriate agency.
  
  • The qualifications of the Engineers conducting the inspections conform to the requirements of this Chapter, Volume II – Operations and Procedures Manual, Chapter J, "Annual State of the Skyway and Capital Improvement Program Reports", and the Reference Documents, whichever is more stringent.

**F.4. Additional Requirements**

**F.4.1. Bridge and Structure Numbering Convention**

**F.4.1.1. Bridge Numbering**

All of the bridge structures within the Skyway Land have been assigned an individual Structure Number by the State of Illinois - Department of Transportation (IDOT) and/or CDOT. The Structure Numbers consist of a three digit county prefix code (016 which is for Cook County), followed by a four digit individual bridge identification number. The Concessionaire should be aware that the viaducts on the Skyway will have multiple units each with its own Structure Number, with each unit treated as an individual structure. The Concessionaire must use the correct Structure Number in all correspondence with both the City and IDOT.

**F.4.1.2. Span Numbering**

To determine the numbering system for spans of the bridge, first determine which direction is North. The following numbering rules are then applied:

• If the bridge traffic travels North-South, or any direction in which the description contains "North", such as Northeast or Northwest: Stand at the end of the bridge with your back to the North looking along the length of the structure. Immediately in front of you is span one (1), with the higher number spans away from you. Count the spans in order beginning with one from near to far.

• The bridges over State Street are the only structures for which the above rule does not apply. For these two structures the following rule applies: Stand at the end of the bridge with your back to the West looking along the length of the structure. Immediately in front of you is span one (1), with the higher number spans away from you. Count the spans in order beginning with one from near to far.
F.4.1.3. Element/Component Numbering

Multiple elements and components of a bridge, within a particular span, are identified by a location.

To determine the location of an element or component, stand with your back to the lower numbered span and the following is then applied:

- Number elements and components left to right for elements and components parallel with the bridge.
- Number elements and components from the lower numbered span to the higher numbered span for elements and components transverse to the span.

F.4.2. Clearance Requirements

F.4.2.1. Horizontal Clearance

Roadway and shoulder widths must be maintained at the existing dimensions or may be increased as the result of construction. In no instance may a lane width be increased at the expense of a current shoulder width, nor may the median and parapet walls be increased in size to accommodate new features at the expense of existing lane or shoulder widths.

City surface streets, railroads, the Calumet River navigable channel, and other traveled ways that pass beneath the Skyway must be maintained at the existing dimensions or may be increased as the result of construction. Existing horizontal clearance dimensions may be decreased only if the Concessionaire provides written documentation, and the City accepts and approves such proposals. In addition to any required approvals from the City, the Concessionaire will be responsible for obtaining all required permits, exemptions, waivers, etc.

F.4.2.2. Vertical Clearance

The required vertical clearance which bridges and structures must meet is defined in the IDOT "Bureau of Design & Environment Manual", as well as the Reference Documents stated in Section F.2 of this Chapter, whichever is greater.

Vertical clearances at City surface streets, railroads, the Calumet River navigable channel, and all other traveled ways crossing under the Skyway structures, should be maintained at the current clearance or may be increased as the result of construction. In addition, vertical clearance between the paved Skyway surface and all overhead features of the Skyway must be maintained at the current clearance.

When work on the Skyway occurs that may or will result in an increase in the current roadway surface elevations, the Concessionaire must evaluate and study the impact of on the existing vertical clearances to the overhead features so that the provided clearance is in full conformance to the requirements stated in the Reference Documents. Existing vertical clearance dimensions may be decreased only if the clearance exceeds the requirements stated in the Reference Documents, and the Concessionaire provides written documentation, and the City accepts and approves such proposals. In addition to any required approvals from the City, the Concessionaire will be responsible for obtaining all required permits, exemptions, waivers, etc.
F.4.3. Maintenance Inspections

The Concessionaire is responsible for establishing, scheduling and performing routine maintenance inspections of all Bridges and Structures within the Skyway Land. The Concessionaire’s inspectors must be under the direct supervision of a qualified and licensed Structural Engineer in the State of Illinois. The purpose of these inspections is to identify and note defects that may go unnoticed during daily patrols, monitor known problems, and monitor the performance of new construction and recent repairs.

F.4.4. Emergency Inspections

The Concessionaire is responsible for responding to all incidents within the Skyway Land that are known to have or are suspected to have caused damage, and investigate the effects to the bridges, structures, and their components. These types of incidents include vehicle collisions, major storms, flooding, vandalism, earthquakes, and are described in greater detail in Volume I – Maintenance Manual, Chapter G, “Third Party Damages and Emergency Maintenance”, and in Volume II – Operations & Procedures Manual, Chapter I, “Emergency Management and Operations Plan”.

The Concessionaire must immediately inspect all known and suspected damage by employing qualified and experienced Structural Engineers Licensed in the State of Illinois. As required by the particular circumstances, the Concessionaire must also mobilize all required inspection and testing equipment to assist in the determination of the structural integrity and condition of the bridge, structure and its components. The Concessionaire will need to develop conclusions in order to make judgments on the required remedial actions such as whether to keep the bridge open, limit the use of one or more lanes, close the shoulder, impose a weight restriction, or take other measures to protect the public and Skyway users.

The conclusions, decisions and judgments reached by the Concessionaire and its Structural Engineer must be implemented immediately. In addition, the Concessionaire is responsible for notifying all police, fire, governmental, utility, news and other organizations as appropriate.

When damage is discovered to a bridge or property owned by others, the Concessionaire must immediately notify that owner or agency.

F.4.5. Mandated Bridge Inspections & Reports

The inspections included in this section are intended to address required Federal, State and City inspections and reports. In addition to the inspections and reports required by this Chapter, the requirements of Volume II – Operations & Procedures Manual, Chapter J, “Annual State of the Skyway and Capital Improvement Program Reports”, must also be fulfilled.

F.4.5.1. General Requirements

All inspections and reports must be performed by an independent Consulting Engineering firm, not associated or partnered with the Concessionaire.

The inspection type, filing requirements, and frequency of the work as stated in Table F.3.3.2 of this Chapter must be fulfilled.
The qualifications of the personnel that will be performing the inspection work are stated in Volume II – Operations and Procedures Manual, Chapter J, "Annual State of the Skyway and Capital Improvement Program Reports".

All inspection procedures and inspectors qualifications must be in accordance with NBIS from Title 23 CFR, as required by IDOT, CDOT or as amended within this Chapter, whichever is the most stringent.

The Concessionaire is responsible for testing, equipment, staff and supervision for all inspections.

F.4.5.2. Underwater Inspection Requirements

Bridges with underwater elements must have a separate and independent underwater inspection performed on them not less than once every 2 years. Elements determined to be susceptible to the effects of scour and erosion must be inspected at a greater frequency as determined by the Concessionaire’s Structural Engineer.

Underwater inspections must be performed by certified divers who have been trained to identify structural, scour and instability defect characteristics, and must be under the direct supervision of a Licensed Structural Engineer in the State of Illinois.

F.4.5.3. Fracture Critical Inspection Requirements

In-depth bridge inspections must be performed on all bridges that are classified in part or in whole as containing members that are fracture critical. The continued inspection, function and maintenance of these types of structures are critical to the stability and durability of the Skyway.

Bridges with fracture critical elements must have a separate and independent detailed inspection performed on them not less than once every 2 years, in addition to being inspected annually. Elements that are considered to be in a condition of "poor", or that appear to have deteriorated from past inspections must be inspected at a greater frequency as determined by the Concessionaire’s Structural Engineer.

Fracture critical inspections must be performed by personnel certified as inspectors of Fracture Critical Bridges so that they are able to identify the specific structural defects and characteristics common to these types of structures. The leader of the Fracture Critical inspection team must be a Licensed Structural Engineer in the State of Illinois.


F.4.5.4. Report and Inventory Filings

The Concessionaire’s Structural Engineer is responsible for filing all required documentation with the Illinois Department of Transportation – Bureau of Bridges & Structures.
As required by the Illinois Highway Information System, a Inspection/Appraisal Record (R104) and a Inventory Turnaround Report (R105) must be filed once every 2 years. The forms are also intended to support future bridge management systems and the Pontis system. The Concessionaire must complete all applicable IDOT reports using information gathered on the field inspection forms. The Concessionaire must complete the IDOT Forms R104, R105 and Documentation Form for each Structure Number. Fracture Critical inspection Forms, where required, must also be submitted at this time. Originals of all IDOT Forms must be forwarded to the City continuously as the work is completed.

IDOT forms that in the sole judgment of the City are incomplete, do not show sound analysis of the conditions, or do not contain sufficient detail to track problems, will be returned to the Concessionaire for revision.

The requirements and procedures for reports and findings due to the City are stated in Volume II – Operations & Procedures Manual, Chapter J, “Annual State of the Skyway and Capital Improvement Program Reports”.

F.4.5.5. Bridge Load Ratings

The two main indicators of a bridge’s capacity are the Inventory and the Operating Ratings, which are detailed in the “Structure Information and Procedure Manual”, IDOT. When deficient members are identified during inspections or by reports, the Concessionaire’s Licensed Illinois Structural Engineer must perform a bridge rating on both the effected element and the structure as a whole, and update both the Operating and the Inventory Rating values. Load ratings and capacity must be calculated in accordance with the procedures and requirements stated in the “Manual for Condition Evaluation of Bridges”, AASHTO.

When the load ratings and capacity analysis of a bridge determines that part or all of the structure is structurally deficient and incapable of supporting a HS20 loading safety, the Concessionaire’s Structural Engineer must prepare a Bridge Safety Analysis, which outlines the operating restrictions, maximum gross vehicle weights to be posted, the temporary support work that might be required, and a Action Plan that will restore the structure to its full capacity as soon as possible.

Whenever the rating values indicate a restriction of load, the Concessionaire must send the City a separate written notification of the location, condition, rating analysis, posting limit, and Action Plan immediately.

Following permanent repairs, the Concessionaire’s Structural Engineer must perform a new bridge load rating and capacity analysis to ensure that no further operating restrictions or maximum gross vehicle weight restrictions remain, to the complete satisfaction of the City.

F.4.6. Weight Restrictions

When damage or deterioration of a bridge, structure or its components is found, and the bridge rating and capacity analysis indicates that the structure is unable to support its intended design loads to the fullest, as discussed in Section F.4.5.5, a weight restriction must be posted.
The Concessionaire must post the required signage on the structure approaches and
must maintain such signage until repairs can be completed and a new rating analysis
performed to ensure that the structure is capable of supporting the required loadings.

The Concessionaire must complete all repairs and remove the posting within one (1)
year of the posting of a weight restriction. The period of one (1) year is granted due to
lead times for steel members, engineering design, ordering, fabrication, and scheduling.
The Concessionaire must commence the replacement process immediately after first
posting the weight restriction, in order to successfully meet these time requirements.

F.4.7. Bridge Decks and Wearing Surfaces

The Decks and Wearing Surfaces of the bridges and structures of the Skyway are of
extreme importance since their condition impacts the safety passage of Skyway users
through the System.

All construction and design of Decks and Wearing Surfaces shall be in accordance with
the requirements of the Reference Documents, except as noted as follows:

- All deck thickness shall be a minimum of 8".
- Concrete for the deck shall be a High Performance Mix in accordance with the
  most current CDOT Special Provision.
- All reinforcement shall be epoxy coated.
- All deck shall receive a minimum 2" thick Latex Concrete Overlay.

Requirements for deck and wearing surface repairs shall be in accordance with the
requirements of the Reference Documents, in addition to the following:

- When planning deck work, the entire area of the deck must be sounded to
determine the extent of all unsound concrete, and to include it in the repair work.
- Repair areas shall form square and rectangular shapes as much as possible.
- Saw cut the perimeter of the repair area to a depth so as to form a clean edge, to
  eliminate feathered edges, but to avoid cutting rebar.
- The application of permanent bituminous overlays and/or chip seal coats on
  Skyway bridge decks is prohibited.
- Placement of additional overlays on Skyway bridge decks without removing the
  existing overlays, and additional overlays that would add dead load to the bridges
  are prohibited.
- Bituminous concrete patches are permitted as a temporary measure only, and
  must be replaced with permanent repairs as soon as possible.

F.4.8. Bridge Railings and Parapets

The Railings and Parapets of the bridges and structures of the Skyway are of extreme
importance since their condition directly affects the safety of Skyway users.

All construction and design of Bridge Railings and Parapets shall be in accordance with
the requirements of the Reference Documents, except as noted as follows:
• Replace broken or damaged sections of the Bridge Parapets with a wall having the existing wall face shape and dimensions, or having a face shape and dimensions that comply with the current IDOT Bridge Manual. All transitions of wall face shape and dimensions must be made gradually so that no corners or projections will be present that impair the function of the barrier.

• When it is necessary to install a temporary railing or barrier, the Concessionaire must ensure that the temporary work is as effective a crash barrier as the original element.

F.4.9. Bridge Joints

Bridge Joint repairs must include all activities necessary to provide functional expansion joints that prevent water leakage onto the bearings. Superstructure and Substructure. This work will include, but is not limited to, rebuilding or patching the joint edges, installing/replacing joint seals, installing drainage troughs, and adjusting or re-securing the joint components.

All construction and design of Bridge Railings and Parapets must be in accordance with the requirements of the Reference Documents. To the greatest extent possible, when performing Bridge Joint work the Concessionaire must utilize the newest techniques implemented and approved State-wide for major highway contracts to provide longer joint life.

F.4.10. Bridge Superstructure and Substructure Elements

Bridge Superstructure and Substructure elements within the Skyway Land have been constructed with both steel and concrete materials that create many different Bridge components. The timely repair of these components and elements is essential to the safety of Skyway users.

The Concessionaire must coordinate all repairs, reinforcements and replacements with an Illinois Licensed Structural Engineer. This includes all actions to stringers, girders, beams, main truss members, etc. The Concessionaire must employ the Structural Engineer when Plans and Construction Documents are required, and must prepare, review, and seal all plans, fabrication orders, and written field procedures.

To the greatest extent possible, when performing Superstructure and Substructure work the Concessionaire must utilize the newest techniques implemented and approved State-wide for major highway contracts to provide longer life, maximize the capacity of materials, and to minimize motorist inconvenience.

All construction and design of Superstructure and Substructure elements and components shall be in accordance with the requirements of the Reference Documents, except as noted as follows:

• Concrete shall be a High Performance Mix in accordance with the most current CDOT Special Provision.

• All reinforcement shall be epoxy coated.

Requirements for Superstructure and Substructure repairs shall be in accordance with the requirements of the Reference Documents, in addition to the following:
• Every attempt shall be made to eliminate Fracture Critical and fatigue prone connections and situations.

• When planning work to the Superstructure or Substructure the entire element or component must be inspected and repaired.

• Repair areas shall form square and rectangular shapes as much as possible.

• Saw cut the perimeter of the repair area to a depth so as to form a clean edge, to eliminate feathered edges. but to avoid cutting rebar.

• All emergency or temporary repair work must be planned to best meet the situation, protect the structure and protect Skyway users.

• The color and finish of the repair area must match the adjacent surfaces.

• High strength bolts of the same diameter as the rivets removed must be used to replace rivets in re-assembly.

• Heat straightening members must not be used without the approval of the Structural Engineer. When such approval is given, the member must be relieved of all loads before repairing.

F.4.11. Bridge Bearings

Bridge Bearings within the Skyway Land consist of numerous types and materials dependant upon their age, function and location. Timely repair, inspection and maintenance to keep these components functioning are essential to the life and safety of structures.

The Concessionaire must coordinate all repairs and replacements with an Illinois Licensed Structural Engineer. This includes all jackling plans, bearing designs and replacements procedures. The Concessionaire must employ the Structural Engineer when Plans and Construction Documents are required, and must prepare, review, and seal all plans, fabrication orders, and written field procedures.

All construction and design of Bridge Bearings shall be in accordance with the requirements of the Reference Documents. To the greatest extent possible, when performing Bridge Bearing work the Concessionaire must utilize the newest techniques implemented and approved State-wide for major highway contracts to provide longer life, maximize the capacity of bearing materials, and to minimize motorist inconvenience.

F.4.12. Bridge Painting

Painting of bridges within the Skyway Land is essential to the life of structures, and to prevent deterioration of structure components. In order to provide a long structure life, all steel and iron bridge components must be painted at a frequency so as to protect the metal from rust and corrosion.

All materials and procedures for the painting of bridges shall be in accordance with the requirements of the Reference Documents. When performing Bridge painting work the Concessionaire must utilize the newest materials implemented and approved State-wide for major highway contracts to maximize the life capacity of the materials.

All bridges that require the existing coatings be stripped of existing paint layers must be inspected for the presence of lead, chromium or cadmium containing.
conformance to the governing regulations, all paint so contaminated must be removed, contained and disposed of in accordance with all EPA, IEPA and OSHA guidelines and regulations. If the paint is in a condition that will permit an over-coating which will effectively contain the contaminate materials and protect the steel, this alternative should be implemented unless other conditions demand otherwise. The Concessionaire is responsible for having the existing paint tested and sampled at sufficient locations to ensure that all prior painting applications have been tested.

F.4.13. Bridge and Structure Cleaning

Each structure must be given regular inspections for accumulations of dirt, debris and animal droppings including on the deck; in the drainage openings; on the Substructure seats; and on the Superstructure members. Checks should be made for potential fire hazards such as debris accumulating under the bridge.

All bridge and structure components and elements including, but not limited to, decks, pier caps, abutment seats, bearings, expansion joints, drainage openings, head walls, wing walls, Superstructure members, Substructure faces, etc. should receive a thorough water flush at the frequency stated in Table F.3.3.2.


Protection of bridge and structure components that reside in the Calumet River is essential to the safety of the Skyway, and must be maintained continually.

The following waterway conditions must be included in patrols and maintenance scheduling, at a minimum:

- Waterways should be checked for evidence of erosion and scour conditions.
- Logs or other debris that could become jammed or lodged against piers, the fender system, and dolphins, must be removed.
- Ice conditions and ice flows must be monitored for impacts and jams. Jams may have to be removed on an emergency basis to protect the bridge from damage.
- Deterioration and/or damage to the fender system and other protection systems must be monitored and repaired.

F.4.15. Retaining Structures

Retaining walls systems are present at various locations throughout the Skyway Land. The stability and functionality of these systems are essential to both the roadway and structures of the Skyway.

The Concessionaire must coordinate all repairs, reinforcements and replacements with an Illinois Licensed Structural Engineer and a Geotechnical Engineer and must employ them for Plans and Construction Documents that are required.

Material, design and construction requirements for Retaining Structures shall be in accordance with the requirements of the Reference Documents. To the greatest extent possible, when performing Retaining Structure work the Concessionaire must utilize the newest techniques implemented and approved State-wide for major highway contracts to provide longer life, maximize the capacity of the wall system, and minimize motorist inconvenience.
F.4.16. Tunnels

The Concessionaire is responsible for including, monitoring and maintaining tunnels within the Skyway Land in its work. The tunnels are considered structures since they provide a structural passage beneath the roadway, and are loaded similarly to box culverts.

The tunnels are susceptible to vehicle emissions as well as the infiltration of dirt, oil, salt, chemicals and the like. Some of the considerations that should be addressed with maintenance of the tunnels include, but are not limited to, the following:

- Water and de-icing salt infiltration from the travel lanes above the tunnels. Given that the tunnels contain various lighting, security, ventilating, toll collection, communication and emergency equipment, the elimination of the infiltration of these contaminates will extend the life of the tunnels and these components.

- Evaluations to determine when the following maintenance and improvements are required: drainage pumps, smoke and fire detectors, and emergency telephones or alarms.

- Proper and continual tunnel lighting.

- Proper and continual operation of the ventilation systems. Air shafts should be inspected for water or formation of ice. Air flow meters should be used to determine if fans, shutters and related equipment is performing as designed.

F.4.17. Structure Accessories

Activities performed under this category include all repairs and modifications to inspection catwalks, lighting platforms and ladders, sidewalks, slope paving, fill material, fill stabilization systems and all other similar items.

This activity must be addressed on a case by case basis dependent upon the system, damage, deterioration, function of the system, and usage of the system. The Concessionaire must repair these systems as the need requires, and must not eliminate them to reduce maintenance and repair work.

In addition, if specialized features such as cathodic protection devices, ice detection and anti-icing devices, and specialized geotextile systems are introduced to the Skyway in later years they must be maintained and repaired as with every other element of the Skyway system.

G. THIRD PARTY DAMAGES & EMERGENCY MAINTENANCE

G.1. Definitions

Animal Control Work: The efforts by the Concessionaire to remove animal pests from the Skyway Land, and prevent additional damage by pests, including trapping, baiting, poisoning, fencing, or deterring animals.

Animal Damage: Damage done to any part of the Skyway by the actions of animal pests including squirrels, skunks, mice, rats, etc., as well as incidental damage resulting from vehicle interactions or collisions with animals.

Animal Removal Work: The work performed by the Concessionaire to remove animals, including wildlife and stray pets, from the Skyway Land, as well as the removal of animal carcasses.
Atmospheric Damage: Damage done to any part of the Skyway Land by the action of the atmosphere or climate, including rain, wind, snow, ice, storms, lightning strikes, freeze/thaw temperature cycles, chemical or pollutant degradation, etc.

Collision: An incident involving the impact of a vehicle with another vehicle or with some component of the Skyway. Vehicles that can cause collision damage include highway traffic, aircraft, off-road vehicles, railroad cars and locomotives, utility or railroad service vehicles, construction equipment, and shipping vessels within the channel of the Calumet River, a navigable waterway.

Earthquake: A seismological event or earth tremor described, reported, or classified by the USGS as an earthquake.

Emergency Maintenance: Time-critical repair work performed on an unplanned basis and intended to restore operations and mitigate damage done to the Skyway by collision, vandalism, earthquake, an atmospheric event, etc. Emergency maintenance and repairs may be a temporary measure, using the staff and materials available immediately following the incident.

Graffiti: Painted vandalism of buildings, walls, signs, etc. that has been placed on a surface without the property owner's consent.

“Graffiti Blasters” Program: The City of Chicago's program which uses “soda machines” to scrub away graffiti without damaging surfaces.

NOAA Weather Radio: Local broadcast radio which issues bulletins and alerts regarding severe weather conditions or forecasts. The Concessionaire must subscribe to NOAA Weather Radio and monitor this station on a 24 hour-a-day basis.

Responsible Public Agencies: Government agencies that are empowered to take responsible charge of the operational and safety aspects of an emergency situation, including the Chicago Police Department (CPD), the Chicago Fire Department (CFD), Illinois State Police, the FBI, FEMA, the Department of Homeland Security, etc.

Soda Machine or Soda Truck: A truck or truck-mounted tank, pump and hose assembly that uses baking soda delivered under high water pressure to remove painted graffiti from mineral surfaces such as masonry, brick, and Portland cement concrete. Soda machine devices have been shown to cause no damage to building or viaduct surfaces, while being faster and more environmentally safe than sandblasters or chemical solvents.

Third Party Damage Repair: The repair work to restore any damaged feature located within the Skyway Land to undo or mitigate the effects of an intentional destructive human act (vandalism or graffiti marking), vehicle collision, animal pests, atmospheric event, etc.

Tornado: A severe weather event or wind gale described, reported, or classified by the National Weather Service as a tornado or funnel cloud.

Vandalism: An intentional, destructive human act that damages or weakens any part of the Skyway or causes harm, peril, or inconvenience to Skyway users. Acts of vandalism include arson, graffiti, breakage, theft, placing obstructions in the traveled way, fence cutting, etc.
G.2. References

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:

- "Standard Specifications for Road and Bridge Construction", IDOT.
- "Supplemental Specifications and Recurring Special Provisions", IDOT.
- "Highway Standards", IDOT.
- "Construction Manual", IDOT.
- "Illinois Supplement to the National Manual on Uniform Traffic Control Devices", IDOT.
- "Manual on Uniform Traffic Control Devices" (MUTCD), FHWA.
- "NOAA Weather Radio (NWR) Brochure", NOAA.
- "Guide Design Specifications for Bridge Temporary Works", AASHTO.

G.3. Policy for Performing Third Party Damage and Emergency Maintenance Work

G.3.1. Objective

The objective of Third Party Damage and Emergency Maintenance is to restore the elements of the Skyway that are damaged by unforeseen accidents, events or incidents to a safe, operable, useful condition, and maintain orderly traffic flows.

Any element of the Skyway is liable to suffer damage from storms, climate variations, animal pests, pollution, vandalism, or other causes as discussed in this Chapter. Damaged portions of the Skyway will require: maintenance; temporary repairs; permanent repairs; or replacement.

An effective response to incidents of third parties damages to the Skyway requires:

- Immediately attending to incidents that are potentially life threatening or pose a threat to the Skyway or Skyway users.
- Cooperating with all responsible police, fire or agency officials.
- Performing damage assessments using qualified personnel and taking all necessary steps to safeguard life and property.

Information regarding the Concessionaire’s required response to emergency incidents is addressed by the requirements of Volume II – Operations and Procedures Manual, Chapter I, "Emergency Management and Operations Plan".

G.3.2. Responsibility of Concessionaire

G.3.2.1. Maintenance and Repair Requirements

Maintenance and repair of damage done by third parties to the Skyway, as well as maintenance and damage repair following severe weather, animals, or emergency events are the responsibility of the Concessionaire.
The Concessionaire is responsible for assessing the damage to the Skyway by the incidents, and for ranking the priority for repair of such damage in order to assure safe, continuous use by the Skyway's users.

The Concessionaire is responsible for completing all of the necessary repair/replacement work within the Time Frames established in other Chapters for the particular elements damaged.

G.3.2.2. Incident Response Requirements

The Concessionaire is responsible for responding to notifications of vehicle collision, vandalism, animal damages, natural disaster, severe weather, earthquake, etc. as addressed by the requirements of Volume II - Operations and Procedures Manual, Chapter I, "Emergency Management and Operations Plan", and must fully restore the damaged elements of the Skyway to their condition as they existed before the event. The Concessionaire's responsibilities will encompass many roles during an event and include, but are limited to, the following:

- Dispatching qualified staff and emergency response equipment to sites where a collision, natural disaster, fatality, personal injury, or property damage has been reported.

- Communicating and cooperating with the Chicago Police Department (CPD), the Chicago Fire Department (CFD), other agencies, the City, emergency medical personnel, utilities, etc., both with their offices and with their on-site crews.

- Facilitating access to the crash site by fire, police and emergency medical personnel and equipment, and assisting in moving involved vehicles from the traveled way.

- Establishing, maintaining, and providing all required Traffic Control such as lane use restrictions, lane closures, ramp closures, plaza closures, or bridge closures as appropriate given the apparent blockage of the roadway, visible structural damage, or similar hazards.

- Conducting immediate inspections, repair/replacement work and integrity assurances, of any damaged structural members using qualified Structural Engineers Licensed in the State of Illinois, and mobilizing any inspection and testing equipment required for thorough inspections as quickly as possible.

- Maintaining and policing on-going lane use restrictions, lane or ramp closures, weight restrictions, bridge closures, etc. based on the inspection findings.

- Responding to notifications by responsible authorities that Skyway traffic needs to be temporarily halted or redirected whenever an emergency incident occurs within or adjacent to the Skyway Land which might pose a hazard to users of the Skyway.
G.3.2.3. Management and Coordination

The Concessionaire is responsible for all management and coordination associated with the maintenance work of repairing damage caused by the incidents discussed in this Chapter. The Concessionaire must conduct all required inspections, file documents with the City as required, and assist any independent inspections conducted on behalf of the City. The Concessionaire is not required to block traffic, arrange special inspections, or otherwise hamper Skyway operations in order to accommodate third party insurance claims adjusters.

The Concessionaire is responsible for all determinations of repair needs, performing Skyway element maintenance or repairs, as specified elsewhere in Volume I - "Maintenance Manual", for those specific elements, and generally ensuring that the specified acceptance standards and criteria are achieved.

The Concessionaire is responsible for monitoring the local NOAA Weather Radio Station 24 hours a day, and acting upon all bulletins and alerts regarding severe weather conditions that are forecast.

G.3.2.4. Report Documentation

The Concessionaire must document, record and file a report in a separate log whenever third party damages occur within the Skyway Land. The reports must include the following minimum information, so that an accurate evaluation of the situation may be made whenever required:

Outline – Third Party Damage Report

1) General Discussion
   a) Date of occurrence
   b) Discussion of occurrence
   c) Impact on travel
   d) Estimated cost of repairs

2) Supporting Information
   a) Damaged elements(s) or segment(s) of System
   b) Nature of damage
   c) Condition of remaining elements(s)
   d) Weather Conditions
   e) Highway conditions
   f) Start and end locations of incident
   g) Witness interviews
   h) Photographs

3) Third Party Information (As Available)
   a) Names and addresses
   b) Insurance information
   c) Copies of any reports filed
G.3.3. **Performance Time Frames**

The following table establishes the maximum duration from the time an incident or incident-related deficiency is or reasonably should be detected by or reported to the Concessionaire, within which the Concessionaire must respond and complete the required repair or replacement to restore the damaged Skyway component to its original condition or to a better condition:

<table>
<thead>
<tr>
<th>Event</th>
<th>Maximum Time Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Incidents</td>
<td>15 minutes (Response)</td>
</tr>
<tr>
<td></td>
<td>(Repair/Replacement work per requirements of the applicable Chapter)</td>
</tr>
<tr>
<td>Material Spills:</td>
<td></td>
</tr>
<tr>
<td>- Non-Hazardous</td>
<td>15 minutes (Response)</td>
</tr>
<tr>
<td>- Hazardous</td>
<td>Immediate (Response)</td>
</tr>
<tr>
<td>Vandalism Incidents:</td>
<td></td>
</tr>
<tr>
<td>- Graffiti Removal</td>
<td>4 Hours</td>
</tr>
<tr>
<td>- All Other</td>
<td>8 Hours</td>
</tr>
<tr>
<td>Atmospheric Damage</td>
<td>30 minutes (Response)</td>
</tr>
<tr>
<td></td>
<td>(Repair/Replacement work per requirements of the applicable Chapter)</td>
</tr>
<tr>
<td>Animal Incidents:</td>
<td></td>
</tr>
<tr>
<td>- Damage</td>
<td>24 Hours</td>
</tr>
<tr>
<td>- Removal of carcasses</td>
<td>4 Hours</td>
</tr>
</tbody>
</table>

The Concessionaire’s response time and the scale of mobilization in reaction to each detected or reported incident must be appropriate to the seriousness of the event and must be addressed and coordinated with the requirements of Volume II – Operations and Procedures Manual, Chapter I, “Emergency Management and Operations Plan”.

G.3.4. **Acceptance Standards**

Third party damage repairs and emergency maintenance work will be considered acceptable when the following standards are met or exceeded:

- The Concessionaire is responsive to reported incidents along the Skyway in conformance with the Time Frames specified.
- The Concessionaire performs all necessary inspections and evaluations following an event, and makes all repairs required to restore all affected components to a safe and functioning condition in conformance to the relevant Chapters of Volume I, “Maintenance Manual”.
• The Concessionaire protects traffic and the event site as deemed necessary, and maintains Traffic Control as appropriate during any incident site cleanup, inspection, repair, testing, shoring, etc.

• The Concessionaire manages each incident as outlined herein, and maintains contact in order to coordinate forces and consult on work tasks with CPD, CFD, IDOT, the Illinois State Police, the City, Indiana State Police, and other public agencies and authorities as appropriate.

• The Concessionaire manages incidents of minor vandalism, graffiti tagging, animal and pest control, and similar nuisances in the manner and within the Time Frames specified.

G.4. Additional Requirements

G.4.1. Vehicle Incidents

G.4.1.1. Initial Response and Towing

The Concessionaire must respond to any notification that an inoperable vehicle has been located within the Skyway Land, and must remove the vehicle. If the vehicle owner is present, the Concessionaire must first move the vehicle out of the traveled way, and must offer to help the owner arrange for a commercial tow operator to remove the vehicle from the Skyway Land. If the vehicle owner is not present, cannot assist in arranging the commercial tow, has abandoned the vehicle, or is present but refuses to arrange for a commercial tow, the Concessionaire must tow the vehicle to a pre-designated site. The pre-designated tow site selected by the Concessionaire should be conveyed to the City so that it remains on file.

The Concessionaire must promptly notify the Chicago Police Department concerning all vehicles that have been towed and that are stored in the pre-designated site so that the owner can be informed.

When the Concessionaire has good cause to believe that a wrecked or abandoned vehicle has been used in the commission of a crime, or if the incident involves a fatality or serious injury, the Concessionaire should not move, tow or handle the vehicle until permitted by the Chicago Police Department. The Concessionaire must cooperate with the Chicago Police Department and comply with requests to assist with emergency traffic control until such time as the vehicle is removed.

G.4.1.2. Incidental Repairs and Cleanup

The Concessionaire is responsible for clearing the traveled way including roadside shoulders and drainage gutters from debris, glass, firefighting foam, abandoned equipment, and any substances spilled from damaged vehicles such as liquids, chemicals, bulk (solid) material, or hazardous materials. All such cleanup work must be performed under emergency traffic control before the Concessionaire allows normal traffic to resume on or along the damage site. All such removed material must be properly handled and disposed of by the Concessionaire.
Requirements for the containment, removal, transportation and disposal of hazardous material spills, flammable liquid spills, livestock, or potentially hazardous bulk materials must be done in accordance with all Local, State and Federal requirements and as addressed by the requirements of Volume II – Operations and Procedures Manual, Chapter I, "Emergency Management and Operations Plan".

G.4.1.3. Repair of Damage Caused by Vehicles

The Concessionaire is responsible for repairing all damage to the Skyway caused by vehicle incidents with any element or device of the Skyway, regardless of the cause of the incident. Damage repair must be sufficiently thorough, complete, and competent to restore the affected elements of the Skyway to their condition as existed before the damage event.

The Concessionaire must refer to the specific Chapters of Volume I - Maintenance Manual pertaining to the damaged element for information and requirements concerning the repair of that element.

G.4.2. Vandalism Incidents

G.4.2.1. General Requirements

The Concessionaire must maintain the Skyway by repairing any damage caused by vandalism, and must respond to any notification that intentional damage has been done to any Skyway element by a third party.

Third-party damage to any Skyway element that involves fire, explosion, obvious structural damage, or visible damage to the traveled way must be immediately inspected by the Concessionaire. Foreign materials or debris that are thrown upon or deposited in the traveled way that is likely to jeopardize safety, must be immediately removed by the Concessionaire’s staff.

G.4.2.2. Repair of Vandalism Damage

The Concessionaire must act to restore all Skyway elements affected by vandalism to a safe and functioning condition, and must prioritize its repairs based on the severity of the act, as the situation demands, and according to the scale of the damage. The Concessionaire must make repairs within the Time Frames stated in the appropriate Chapter of Volume I – Maintenance Manual.

Whenever the Concessionaire chooses to postpone the permanent repair work, or is compelled to do so in order to schedule the necessary forces and receive replacement parts, the Concessionaire must continually monitor the temporary repairs and the incident site to ensure that the damaged system or element does not continue to weaken or deteriorate, and endanger the public.

G.4.2.3. Removal of Graffiti & Postings

The Concessionaire is responsible for removing graffiti within the Skyway Land, and must recognize graffiti as an issue that affects Skyway users' perception of
the Skyway, the Concessionaire's operations, and the City as a whole. The Concessionaire is not permitted to utilize the City's "Graffiti Blasters" program to maintain the Skyway free of graffiti, but the program may be the model for the Concessionaire's own efforts to maintain the aesthetics and value of the Skyway.

G.4.3.2. Repair of Atmospheric/Weather Damage

The Concessionaire must restore all Skyway elements damaged by severe weather to a safe and functioning condition, and must prioritize and schedule repairs based on the damage. The Concessionaire must refer to the specific Chapters of Volume I - Maintenance Manual that pertain to the damaged element for information and requirements concerning the repair for that element. If the Concessionaire chooses or is forced to postpone the permanent repair work all temporary repairs must be continually monitored.

G.4.4. Animal Removal and Damages

G.4.4.1. General Requirements

The Concessionaire must repair the Skyway by correcting any damage caused by the actions of animal life. The Concessionaire is also responsible for removing and properly disposing dead animals (carcasses) from the Skyway in accordance with all applicable laws.

Removal of an animal carcass should be performed within the Time Frames stated within this Chapter. Whenever possible, the Concessionaire should recover license tags, name badges, or other pet identification and the Concessionaire should notify the pet owner prior to disposal.

G.4.4.2. Treatment of Live Animals

Live animals including wildlife must either be removed by the Concessionaire, or tolerated and protected by the Concessionaire as part of the habitat. In the case of domesticated animals or pets that stray into the Skyway Land, the Concessionaire must not attempt to trap or remove the animal, but must call the City of Chicago's Department of Animal Care and Control.

When there is evidence at a specific location that an animal is causing damage to the Skyway, the Concessionaire is then authorized to use humane means to target and eradicate the specific pests. Traps or poison may be set by qualified personnel only for the specific pests at the specific location, and only until such time as the damage is stopped. Once the pest is removed, the Concessionaire must remove and dispose of all traps and/or poison bait.

G.4.4.3. Maintenance Activities

The Concessionaire must inspect and repair all damage done by animals to the Skyway. The Concessionaire must evaluate the severity of all such damage and its effect on safety, and prioritize the repairs accordingly. Damage to electrical wiring, plumbing, signage, lighting and the like that affects safety systems and which poses a hazard to the public must be repaired as a higher priority.
H. ROADWAY SAFETY FEATURES & SYSTEMS MAINTENANCE

H.1. Definitions

Barrier Walls: All concrete wall elements used as a protective barrier for vehicular or pedestrian traffic. Examples include median barrier walls, permanent or temporary roadside concrete barrier, ground mounted barrier walls, and parapets and barriers attached to retaining walls and MSE retaining walls.

Guardrail Systems: All plate-like beam rails, including all associated terminal sections and hardware, used to protect traffic from slopes or obstacles near the traveled way or to protect elements from traffic.

Impact Attenuators: Protective systems that prevent errant vehicles from impacting hazards by either decelerating the vehicle to a stop after a frontal impact or by redirecting it away from the hazard after a side impact, accomplished by the use of either energy absorbing or energy transferring devices.

Median: The portion of the Skyway forming the separation of the traveled ways for traffic in opposite directions.

Parapet: A wall-like element of reinforced concrete integrally and structurally connected to the deck portion of a bridge to serve as a protective barrier for vehicular or pedestrian traffic.

Spalls: Defects in which the concrete surface has detached or popped-out from the surface, leaving a hole or scalloped-out area.

Toll Plaza Crash Protection Systems: Crash protection devices located at each of the Toll Plaza collection lanes that are intended to protect the toll attendant, the toll booth, and plaza hardware from the effects of vehicular impact. Existing toll plaza crash protection systems consist of raised concrete islands featuring ramped concrete noses, square concrete bollards with amber lamps, heavy concrete planter boxes, and 4-foot high concrete walls on the "traffic arrival" side in front of each booth. In addition, most lanes also have a freestanding concrete planter box located on the "traffic departure" side to offer protection for the toll plaza gate, light curtain and signal lamp fixture.

H.2. References

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:

- "Bureau of Design & Environment Manual", IDOT.
- "BDE Procedure Memoranda", IDOT.
- "Highway Standards", IDOT.
- "Roadside Design Guide", AASHTO.
- "Standard Specifications for Road and Bridge Construction", IDOT.
- "Supplemental Specifications and Recurring Special Provisions", IDOT.
- "BDE Special Provisions", IDOT.
- "Supplemental Specifications and Recurring Special Provisions", IDOT.
- "A Guide to Standardized Highway Barrier Hardware", AASHTO.
- "A Policy on Geometric Design of Highways and Streets", AASHTO.
H.3. Policy for Performing Roadside Safety Systems Maintenance Work

H.3.1. Objective

The objective of Roadway Safety Features and Systems is to preserve in working order or restore to working condition all features and systems installed to enhance the safety of motorists, pedestrians or workers, should a vehicle leave the traveled way; and to protect the integrity of the Skyway from damage by vehicle collisions. These features and systems include: guardrail systems; impact attenuators; barrier walls; and the Toll Plaza Crash Protection System.

H.3.2. Responsibility of Concessionaire

In order to meet the requirements of this Chapter, the Concessionaire must engage in practices to ensure that all Roadway Safety Features and Systems function properly to ensure the safety of the Skyway users, traffic, pedestrians and workers while protecting the structural integrity of the Skyway from vehicle collision; and meet other safety, aesthetic and economic benefits. This requires that the Concessionaire carry out its obligations in accordance with this Chapter in a manner that maintains and/or improves the condition and functionality of the Roadway Safety Features and Systems.

The Concessionaire must perform Roadside Safety Features & Systems maintenance, inspection and work activities at a frequency that ensures uniform and consistent compliance with all City, State and Federal regulations, and the requirements specified within this Chapter.

All materials and construction requirements for Roadway Safety Features and Systems work performed by the Concessionaire must conform to the appropriate and applicable requirements of the IDOT Standard Specifications and the Reference Documents noted in Section H.2 of this Chapter.

Once a particular maintenance repair has been started, the work must continue during consecutive working days as weather permits until a thorough, complete and workmanlike repair has been achieved. The Concessionaire must establish and maintain traffic control and protection.

Parapets, railings and other systems attached to the bridge structures are addressed in Volume I – Maintenance Manual, Chapter F, “Bridge and Structure Maintenance”.

Work on Roadway Safety Features Systems within the Skyway Land that must be performed by the Concessionaire includes the following:

- Repair or replace all damaged, deteriorated, or deficient portions of the guardrail systems, impact attenuators, barrier wall and Toll Plaza Crash Protection System that constitute or have the potential to create an unsafe condition for Skyway users and the public.

- Ensure that all of the Roadway Safety Features and Systems are: functioning as intended and designed; are free from debris; securely fastened to their foundations: are structurally sound; and are clearly and highly visible.

- Ensure that all of the Roadway Safety Features and Systems are properly aligned and positioned as safety devices.
- Maintain all posts and vertical components in a plumb, aligned and straight position.
- Apply preservatives to all timber elements as required to maintain rot-free and structurally sound components.
- Replace all timber and steel components if elements are rotted, broken, settled or damaged.
- Repair or replace plate-like beam guardrail sections that are bent, broken, cracked, rusted or damaged with materials and finishes that meet or exceed the components that they replaced.
- Ensure that damaged, compromised, ineffective or non-functioning impact attenuators are repaired with parts and components in consultation with the original manufacturer.
- Alleviate any and all impediments to the drainage flow caused or created by the presence of the Roadway Safety Features and Systems, including cleaning drainage holes in the bases of the barrier walls.

H.3.3. Performance Time Frames

The following table establishes the maximum duration from the time a deficiency is or reasonably should be detected by or reported to the Concessionaire, within which the Concessionaire must complete the required repair or replacement work to the Roadway Safety Feature & Systems and their components:

<table>
<thead>
<tr>
<th>Roadway Safety Feature or System</th>
<th>Maximum Time Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guardrail System:</td>
<td></td>
</tr>
<tr>
<td>- Damage to Structural integrity</td>
<td>24 Hours</td>
</tr>
<tr>
<td>- Non-Structural Damage</td>
<td>30 Days</td>
</tr>
<tr>
<td>Barrier Wall:</td>
<td></td>
</tr>
<tr>
<td>- Damage to Structural Integrity or Stability</td>
<td>24 Hours</td>
</tr>
<tr>
<td>- Non-Structural Damage</td>
<td>45 Days</td>
</tr>
<tr>
<td>Impact Attenuators</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8 Hours</td>
</tr>
<tr>
<td>Toll Plaza Crash Protection Devices:</td>
<td></td>
</tr>
<tr>
<td>- Damage to Structural Integrity</td>
<td>12 Hours</td>
</tr>
<tr>
<td>- Non-Structural Damage</td>
<td>30 Days</td>
</tr>
</tbody>
</table>
The Concessionaire must:

- Clean all drainage holes in the barrier wall bases at least two (2) times annually.
- Immediately establish and provide temporary barricades and traffic control whenever a Roadway Safety Feature or System is unsafe or has the potential to become unsafe for Skyway users.
- Remove all litter and debris in and around the impact attenuators at least three (3) times annually, or at a greater frequency as conditions and locations dictate.

H.3.4. Acceptance Standards

Roadway Safety Features and Systems will be considered acceptable when the following standards are met or exceeded:

- **Guardrail Systems:**
  - The guardrail has been installed in full compliance with the Reference Documents and the system is within ¼-inch of plumb and grade.
  - The surface materials are smooth, undamaged and free of defects.
  - The rails and terminal elements are not warped or otherwise deformed.
  - The posts are installed square to the rail.
  - The work site is left in a clean and neat condition.

- **Impact Attenuators:**
  - The system is free of obstructions and is fully capable of functioning as designed and intended.
  - The system components are free of damage and/or have been repaired with equal or comparable parts in consultation with the original manufacturer.

- **Barrier Walls:**
  - Barrier walls are properly aligned horizontally and vertically so as to conform to the roadway profiles, alignment and geometry.
  - The barrier wall is free from defects and damage and is capable of functioning as intended.

- **Toll Plaza Crash Protection Systems:**
  - Protection System is free from all damage and deficiencies, and all cosmetic defects have been removed or repaired, and so that the system best reflects the Skyway, Concessionaire and the City of Chicago.
  - The protection system is structurally sound and is capable of functioning as designed.
H.4. **Additional Requirements**

H.4.1. **Guardrail Systems**

H.4.1.1. General Requirements

The Concessionaire’s required inspections must include a visual examination of the roadside guardrail to evaluate its functional integrity, height, and alignment. Mixtures of old and new types of guardrails are not permitted.

H.4.1.2. Applicability of IDOT Standards

Guardrail must be repaired and/or replaced in accordance with the current IDOT Highway Standards and the Reference Documents, whichever is more stringent. Damaged guardrail sections, posts, block-outs, and hardware must be replaced exactly in kind or with superior shapes or materials. If replacement cannot be made exactly in kind, an analysis by a qualified Licensed Professional Engineer must be made to ensure that all protective devices, hardware and breakaway terminals are replaced with acceptable current standard devices.

H.4.1.3. Upgrading to Current Standards

The Concessionaire must upgrade or retrofit older segments of the guardrail system to current standards when such segments of the system are damaged or in need of replacement. When a substantial portion of a single run of guardrail is damaged, the Concessionaire must consider bringing the entire run up to current standards or consider replacing the guardrail with an equal or better safety feature.

H.4.1.4. Construction Requirements

The Concessionaire must perform guardrail work in such a manner that motorists are protected from the opening in the rail at all times. The Concessionaire must make every effort to fully restore the system by the end of the working day once repairs have started, and must never leave an unprotected gap in the guardrail overnight. Barricades or drums will not be considered sufficient protection.

Adjustments to line and grade of guardrail should be done in conjunction with other repair work whenever possible.

Surface irregularities such as berms or windrow resulting from foreslope grading must not be allowed on the traffic side of guardrail.

H.4.2. **Impact Attenuator Systems**

H.4.2.1. General Requirements

The Concessionaire is responsible for repairing and/or replacing impact damage to energy attenuation devices. An ample supply of replacement parts should be ordered in advance and kept on hand.
Impact attenuator replacement must be performed during a single working day, and the work site and the hazard itself must be properly shielded from traffic by temporary crash cushions, lane closures and similar approved methods.

Additionally, litter and debris that accumulates at the base of attenuators or between the cells must be removed. Debris must not be allowed to accumulate since such debris could hinder and impair the operation of the impact attenuator. Impact attenuator inspections must include checking debris under or around the attenuators.

H.4.2.2. Requirements for Replacement Parts & Assemblies

Replacement of broken, missing or damaged elements of the impact attenuator systems must be exactly in kind and should be supplied by the manufacturer of the original device to ensure that the device's physical properties and impact responses continue to function as designed.

The entire replacement of damaged impact attenuator assemblies must be of the same type as the existing impact attenuator assemblies in terms of the module's length, width of protection, re-directive properties, debris retention features, support legs and ground pad, transition panels or struts to concrete barrier wall or guardrail, and all other parameters pertaining to the module's performance at a particular location. If the Concessionaire intends to use a different manufacturer's product as a replacement, that product must meet the current requirements for impact attenuators.

H.4.2.3. Upgrading to Current Highway Standards

These requirements are not intended to prevent the Concessionaire from upgrading or retrofitting existing impact attenuators to higher performance standards or modifying existing Roadway Safety Features and Systems that posses little or no energy absorbing properties. Any time impact attenuators are replaced, they must be replaced with devices meeting the current highway standards.

H.4.2.4. Assurance by Concessionaire

The Concessionaire's inspections, maintenance and work must be conducted with sufficient thoroughness so that the Concessionaire can warrant that all attenuators components are in satisfactory and operable condition, and that all necessary repairs and replacements have been completed.

H.4.3. Barrier Wall

H.4.3.1. General Requirements

It is the Concessionaire's responsibility to maintain all barrier walls in a crashworthy, fully functional condition as a positive separator between the opposing directions of Skyway traffic. Missing or damaged sections must be repaired or replaced.

The inspection and repair work for barrier walls mounted on bridge structures (parapets) is specified in Volume I – Maintenance Manual, Chapter F, "Bridge and Structure Maintenance".
The Concessionaire must replace broken or damaged sections of the barrier wall with a wall having the existing wall face shape, or having a face shape that complies with current IDOT Highway Standards and the Reference Documents, whichever is more stringent. All transitions of wall face shape must be made gradually so that no corners or projections will be present that impair the function of the barrier. All remaining dimensions as well as the wall height must conform to the current IDOT Highway Standards for barrier walls.

The barrier wall should not be painted.

H.4.3.2. Requirements for Median Wall

The existing median wall is comprised of reinforced concrete sections with standard-shaped faces, capable of re-directing an errant vehicle and preventing crossover accidents.

The Concessionaire is prohibited from cut openings in the median wall to facilitate movement around the Skyway Land.

The Concessionaire must not erect cantilever sign supports, overhead sign truss supports, light fixtures, or any other appurtenance in the median wall that would rely on the barrier wall for a portion or all of its foundation support unless the Concessionaire retrofits the median wall at that location to resist all of the applied loads it must withstand. In addition, the Concessionaire must not retrofit or replace the barrier wall in such a manner that the clear zone available to motorists is reduced, or any dangerous projections are created in the wall face.

H.4.3.3. Requirements for Impact Events

When a vehicle impact creates a gap in the wall that could permit a vehicle to cross the median, expose a drop-off greater than two (2) feet, or expose a fixed object hazard to traffic, and permanent repairs cannot be made immediately, the Concessionaire must protect the opening with trucks until such time as a temporary barrier is placed to completely protect the hazard. Barricades, barrels, and the like must never be used as temporary means for a fully functional barrier wall.

All permanent repairs must be made of the same type as the existing barrier wall; precast concrete units may not be considered a permanent repair for existing cast-in-place barrier wall. All precast units and all replacement construction must be done in accordance with the current requirements and standards for barrier wall.

H.4.4. Toll Plaza Crash Protection System

H.4.4.1. General Requirements

The Concessionaire is responsible for maintaining all Toll Plaza Crash Protection Systems in sound, operable condition. One portion of the Toll Plaza Crash Protection System is located between each lane and currently consists of a ramped concrete nose facing oncoming traffic and a raised (curbed) concrete
island upon which are located a square concrete bollard with an amber lamp fixture, a heavy concrete planter box with architecturally textured outer wall faces, and a 4-foot high concrete wall located immediately in front of each booth. The purpose of the Toll Plaza Crash Protection System is to protect the toll attendant and the toll collection booth from vehicular impact. In addition to the above features which are located on the "arrival" side of each toll booth, other portions of the Toll Plaza Crash Protection Systems include freestanding concrete planter boxes located on the "departure" side, the purpose of which is to provide some impact protection for the plaza gate, light curtain, signal lamp, and other toll hardware.

The inspection requirements for other toll plaza elements such as booths, the overhead canopy, lighting, and all related hardware are specified in Volume I – Maintenance Manual, Chapter K, "Toll Booth & Plaza Maintenance".

H.4.4.2. Requirements for Impact Damage Events

If the Toll Plaza Crash Protection System is damaged by vehicular impact, the Concessionaire must inspect the structural integrity of all toll plaza appurtenances involved. The Concessionaire must not reopen the damaged plaza lanes to traffic until a complete repair has been made of all damaged devices and systems.

During all repairs, the Concessionaire must establish and maintain traffic control and protection as to be addressed in Volume II – Operations and Procedures Manual, Chapter G, "Traffic and Travel Management Plan".

Replacement of damaged portions of the Toll Plaza Crash Protection System must be exactly of the same type as the existing Toll Plaza Crash Protection System. No current IDOT Highway Standard exists for the Toll Plaza Crash Protection System dimensions and features. In order to properly replace severely damaged portions of the Toll Plaza Crash Protection System, the Concessionaire should research the As-Built Contract Drawings for the Plaza and make note of the existing reinforcement layout and bar thicknesses at the time of demolition. The Concessionaire must then prepare construction drawings sealed by an Illinois Licensed Structural Engineer to guide the repair work and to serve as a reference for future replacements of this nature.

Precast concrete planter boxes that have cast-in details showing emblems or insignias should be replaced exactly as is regardless of whether specialty forms are required.

All areas of surface delaminations that are detected during the required inspections and which measure six (6) square inches in area or larger must be removed and patched.
I. SIGNS AND SIGNAGE SYSTEMS MAINTENANCE

I.1. Definitions

**Damaged Sign:**

a) A sign that is not flat (planar) and properly oriented to the traveling public or other intended audience.

b) A sign that has either 4 square inches or 1% (whichever is greater) of the sign panel face area containing deficiencies.

c) A sign that, in the opinion of the City, is damaged or contains a message to the traveling public or other audience that is unclear, improper or confusing.

**Dynamic Message Signs (DMS):** Signs which are capable of displaying a visual message by means of light bulbs, plastic tabs, etc.

**Flashlight (or Flashing Lamp):** A device on a sign or Signage System that consists of a lamp or series of lamps which are turned on and off repetitively.

**Guide Sign:** A sign that does not contain regulatory information, traffic laws, or warnings. Examples include signs that show route designations, destinations, distance to exits, services, or other geographical, recreational, or cultural information.

**Overhead Sign Structure:** An overhead sign support structure, with the horizontal member either supported at both ends or cantilevered over the Traveled Lanes.

**Regulatory Sign:** A sign that gives notice to road users of traffic laws or regulations. Examples include STOP, SPEED LIMIT 45 MPH and LOAD LIMIT signs.

**Retro-reflectivity:** A property of a sign panel surface which causes a specified portion of the light coming from a point source to be returned directly back to the origin.

**Right-Of-Way Assignment:** The process which uses a sign to give preference to vehicles to proceed in a lawful manner before other vehicles. An example is a YIELD sign.

**Sign:** A lettered board, message or other display which includes all regulatory, warning, guide or informational, advisory, construction and maintenance, route markers and all special or other messages/displays.

**Sign Lighting:** An engineered lighting system that makes a sign uniformly visible to road users, whether by day or night. Signs on the Skyway have external illumination, in which a light pattern is cast upon the sign panel by lamps.

**Sign Panel:** The layer of the sign panel which contains the message, and which is applied to the aluminum, wood or steel sign.

**Sign System:** All Signs and Signage Systems components including regulatory, warning, guide or informational, advisory, construction and maintenance, overhead and bridge mounted signs.

**Warning Sign:** A sign that gives notice to road users of a potentially hazardous situation that might not be readily apparent. Examples include STOP AHEAD and LOW CLEARANCE signs.

**Work Zone Sign:** A sign that gives notice to road users of construction and maintenance activities. Work zone signs are required in advance of the site and must be erected through the work zone. Examples include CONSTRUCTION SPEED LIMIT 30 MPH and FLAGGER signs.
1.2. References

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:

- "Manual on Uniform Traffic Control Devices (MUTCD)", FHWA.
- "Illinois Supplement to the National Manual on Uniform Traffic Control Devices", IDOT.
- "Sign Structure Manual", IDOT.
- "Standard Highway Signs", IDOT.
- "Highway Standards", IDOT.
- "Bureau of Design & Environment Manual", IDOT.
- "BDE Procedure Memoranda", IDOT.
- "Standard Specifications for Road and Bridge Construction", IDOT.
- "Supplemental Specifications and Recurring Special Provisions", IDOT.
- "BDE Special Provisions", IDOT.
- "Bridge Inspector's Training Manual", FHWA.
- "Construction Manual", IDOT.
- "Approved List of Materials", IDOT.

1.3. Policy for Performing Signage Systems Maintenance

1.3.1. Objective

The objective of Sign and Signage System Maintenance is to ensure that all regulatory, warning, guide, informational, advisory and work zone (construction and maintenance) signage and their components are properly maintained so as to regulate and facilitate the safe and orderly movement of traffic.

Signs and Signage Systems require: repairs due to wind damage, vehicular impact, etc.; maintenance; relocation; and replacement.

Highway signs are grouped into four general classifications: Regulatory, Warning, Guide, and Work Zone (Maintenance and Construction). Designated shapes and colors are used to differentiate between the different sign classifications. Regulatory and warning signs must be reflectorized and/or illuminated to show the same shape and color by day and night.

Effective Signs and Signage Systems require:

- Selection of the correct Signage System for a particular situation.
- Correct location of the Signage System.
- Ongoing maintenance to ensure that the sign and its supports are in good condition.
1.3.2. **Responsibilities of Concessionaire**

In order to meet the requirements of this Chapter, the Concessionaire must engage in practices and inspection survey intervals to ensure that all Signs and Signage Systems are clearly displaying the necessary messages to ensure the safe and orderly movement of traffic, and meet other safety, aesthetic and economic benefits. This requires that the Concessionaire carry out its obligations in a manner that maintains and/or improves the condition and purpose of Signs and Signage Systems.

All materials and construction requirements for Sign and Signage System work performed by the Concessionaire must conform to the appropriate and applicable requirements of the IDOT Standard Specifications and the Reference Documents noted in Section 1.2 of this Chapter.

Each sign face must be kept visible and legible under both day and nighttime conditions. It should be noted that all signs will gradually deteriorate to a point where the signs must be refurbished or replaced. The retro-reflective sheeting of signs deteriorates from the effects of sunlight, weather, airborne particles, and air pollution. Dirt from road spray, snow and ice removal from the roadway, and air pollution may collect on the sign sheeting, and, if unchecked, will severally affect the nighttime visibility of the sign.

The Concessionaire must make routine sign inspections part of its daily activities, and all Concessionaire staff who travel the Skyway for any reason must be instructed to report any damaged or obscured signs to the Concessionaire.

Work on Signage Systems within the Skyway Land that must be performed by the Concessionaire includes the following:

- Repairing Signs and Signage Systems and their components.
- Maintaining a stock of sign panels, supports and other sign system components for use in place of damage.
- Clearing obstructed signs.
- Cleaning Sign Systems and their components.
- Inspecting the Sign Systems.
- Resetting/repairing Signs and Signage Systems that are accidentally knocked or blown down.
- Relocating Signs and Signage Systems that need to be removed and/or reinstalled due to changing needs or conditions.
- Replacing or install new Signs and Signage Systems and their components.
- Replacing or relocating Signs and Signage Systems as required by local, state or federal regulations.
- Ensuring that all Signs and Signage Systems are legible, adequately reflectorized, erect and correctly located in accordance with the references stated in Section 1.2 of this Chapter.
- Obtaining approval from the City for all re-ordering and design of guide and information signs.
- Removing, storing and being responsible for all illegal or unauthorized signs within the Skyway Land, as discovered by the Concessionaire or as directed by the City.
I.3.3. **Performance Time Frames**

The following table establishes the maximum duration from the time a deficiency is or reasonably should be detected by or reported to the Concessionaire, within which the Concessionaire must complete the required cleaning, resetting, and replacement of missing, repair, or relocation work to the Signs and Signage System and its components:

<table>
<thead>
<tr>
<th>Sign &amp; Signage System Classification/Type</th>
<th>Maximum Time Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regulatory</td>
<td>24 Hours</td>
</tr>
<tr>
<td>Warning</td>
<td>24 Hours</td>
</tr>
<tr>
<td>Guide</td>
<td>2 Days</td>
</tr>
<tr>
<td><strong>Work Zone:</strong></td>
<td></td>
</tr>
<tr>
<td>- Construction</td>
<td>2 Hours</td>
</tr>
<tr>
<td>- Maintenance</td>
<td>30 Minutes</td>
</tr>
<tr>
<td>Dynamic Message Signs</td>
<td>2 Hours</td>
</tr>
<tr>
<td>All Other Signs</td>
<td>3 Days</td>
</tr>
</tbody>
</table>

The Concessionaire must, from the time a deficiency is detected by discovery or report:

- Make temporary repairs to all regulatory or warning signs determined to be a "damaged sign" (see Definitions), or to replace missing; and to immediately initiate installation of temporary signage.

- Touch-up or re-paint all painted Sign System components when the surface is discolored or damaged within seven (7) days; and re-paint all components once every five (5) years.

- Relocate Signs and Signage Systems required to be removed and reinstalled due to changing needs or conditions within seven (7) days.

- Make all replacements and/or repairs to Signs and Signage System lighting, including burnt-out bulbs, within twelve (12) hours.

The Concessionaire must also:

- Replace or install new regulatory or warning signs within forty-eight (48) hours from receiving direction from the City.

- Perform detailed inspections on all overhead (full and cantilever) and bridge mounted sign structures, in accordance to the requirements of IDOT, at a interval no greater than once every year, and submit a written report to both IDOT and CDOT. The inspection procedures shall be in conformance with the requirements of the National Bridge Inspection Standards (NBIS).
• Upon receipt of notification or when local, state or federal regulations mandate; the Concessionaire must order, replace or install new Sign Systems as follows:
  1) Order within 48 hours.
  2) Install within 24 hours of delivery.

1.3.4. Acceptance Standards

Signs and Signage Systems will be considered acceptable when the following standards are met or exceeded:

• Supports are plumb and level.

• Design, type classification and installation are in accordance with the requirements of the applicable Reference Documents.

• Concrete bases and foundations are the proper and correct distance out of the ground.

• Steel supports are properly coated and protected by the galvanizing process, when required, as described in the IDOT and ASTM Specifications.

• The site adjacent to the Signs and Sign System is left clean and tidy after all work is completed.

• Sign Panels contain the correct color, spelling or symbols required for its classification and application.

• Supports have a complete coverage of paint that is free of cracking, peeling and flaking, when the support requires paint to be present.

• Sheeting Material:
  o Lettering and symbols are of the correct size, clear and legible, and of the required retro-reflectivity in accordance with City, State and Federal guidelines.
  o Sheeting has been applied free of blistering, delaminations, peeling or chipping, with no discoloration or fading.

• Sign Panel Backing:
  o Wood Panels are straight and smooth with no warping, bending, twisting, or splitting, and are properly sealed to prevent swelling.
  o Aluminum Panels are straight with no warping, bending, or twisting, and are not torn or deformed at connections.
1.4. Additional Requirements

1.4.1. Inventory and History Record

The Concessionaire must develop, maintain and keep current an inventory and history record of all Signs and Sign Systems within the Skyway Land. The inventory and history record must consist of the type, size, location, and age of each Sign and Signage System. Information that must be contained in the inventory and history record includes:

- Sign location; including street or highway, milepost or block location, and the traffic direction it faces.
- Measured distance from edge of traveled way to nearest point of sign.
- Separation of sign post(s) from traveled way by: guardrail, barrier wall, or none.
- Sign type or name (e.g. STOP, NO PASSING, etc.).
- Sign panel color, size and/or shape (e.g. 18" x 18", 30" x 30").
- Sign and Signage System support material and type characteristics.
- Chronological history of all repairs/replacements including a brief note of what the change was (i.e. raised it 2 feet, pipe post to 4" x 4" wood post, etc.).

1.4.2. Sign Materials

The Concessionaire must ensure the following:

- All Signs and Signage System materials must conform to the current requirements of the Chicago Department of Transportation (CDOT), or the "Standard Specifications for Road and Bridge Construction" (IDOT) in the absence of CDOT criteria.
- Sign panel base material must be a flat sheet aluminum to which a chemical conversion has been applied.
- Sign panels have a minimum thickness of at 1/8 inch.
- Sign panels must be a flat continuous section of the length, width and shape as specified in the Standard Sign Design Criteria of the MUTCD with specific mounting holes and corner radii.
- Sign panels must conform to dimensions and colors specified in the MUTCD.
- Before reflective sheeting or paint is applied to the sign panel, the application surface must be cleaned and prepared according to the sheeting or paint manufacturer's recommendations. The sheeting must form a durable bond to resist corrosion, provide a weather-resistant surface, and adhere securely at temperatures ranging from −34 °C to 71°C.
- Signs and Signage System posts must be straight and have a uniform finish. All holes must be free from burrs and ends must be cut square. Steel posts must be hot-dipped galvanized according to AASHTO requirements. If a weld process is performed after galvanizing, the weld must be zinc-coated after the scarifying operation.
1.4.3. Storage and Handling of Signage System Components

Improper storage or handling can damage Signage System materials. It is important that signs and sign supports be protected in storage and transporting, as well as during installation.

Certain types of sign supports, panels and components may require special storage techniques. An example of this is laminated panel signs, which have small weep holes in the channel at the bottom edge. These holes allow moisture that enters the panel to drain. Therefore, these types of panels must be stored upright to help drain accumulated moisture.

The Concessionaire must ensure that wood sign supports are properly stored in maintenance yards. Wooden sign posts must not be stored on the ground, as they can become warped.

The Concessionaire must ensure that signs are stored properly in the vehicles during transportation. Any sign panels that have sustained damage to their surface or reflectivity during transportation must be replaced with new panels free of damage.

1.4.4. Installation Requirements

Prior to digging, the Concessionaire must notify utility companies about the intended work through JULIE or DIGGER, and must furnish sufficient time for the utilities to locate their lines. In addition, care must be exercised when digging in landscaped areas to avoid buried irrigation water lines.

The Concessionaire must install all Signs and Signage Systems and their components in accordance with the applicable CDOT specifications or IDOT Standard Specifications, in the absence of CDOT criteria, as well as the manufacturer's recommendations.

Sign panels must be thoroughly inspected both before application to sign supports as well as after installation is complete. The Concessionaire must clean all installed sign panels prior to the final field inspection.

1.4.5. Inspection Requirements

The Concessionaire must incorporate the requirements outlined below into its sign inspection procedures, to ensure that a consistent method of inspecting the daytime and nighttime performance of Sign and Sign Systems is upheld. The daytime inspection must evaluate the condition, state of repair, security of sign attachment hardware, repair needs of support systems and local earth grading, etc. for all signs. The effects of age, weathering, vandalism, and visibility must be assessed during the night inspection. In addition, a nighttime inspection must be made immediately following a nearby fire, as heat can cause loss of reflectivity.

The Concessionaire must remember that the signs are to be clearly legible to the traveling public, and present a neat and balanced appearance free from defects. Signs not adequately visible because they are dirty, hidden by vegetation, or otherwise obscured must be noted as deficient. Since portions of the Skyway are located in industrial neighborhoods emissions from local factories and plants will tend to release dust and/or corrosive atmospheric contaminants that may obscure or damage retro-reflective sheeting and sign faces.
1.4.6. **Obstructed Signs**

Because landscape plantings grow along the Skyway, untrimmed plants, trees and vegetation may obscure signs. Signs and Signage Systems that are hidden by planted or natural vegetation must be cleared so that the sign is visible.

1.4.7. **Obsolete Signs**

Whenever the design requirements for new signs are changed by the City, or when IDOT adopts changes instituted by the FHWA, new requirements must be considered to immediately affect the Concessionaire's operations, and any obsolete signs in inventory that have not yet been installed must not be installed on the Skyway.

Existing signs that have been rendered obsolete must be replaced regardless of actual condition or estimated remaining service life.

1.4.8. **Temporary Signs**

Temporary signs must be continually maintained for as long as they are required, and must be replaced with permanent signs as soon as possible.

Temporary signs for nighttime use must have a reflectorized background and/or legend and border depending on the standards for that particular sign type. Temporary signs must conform to the color, size, material, and other requirements which apply to permanent signs of that type.

1.4.9. **Dynamic Message Signs (DMS)**

Dynamic Message Signs must be mounted on a trailer designed to adequately support the message board in a level position. The DMS must be aligned and positioned to provide optimal driver visibility. The Concessionaire must program and adjust the message display cycle so that a minimum of two complete message cycles can be legibly displayed to a driver while approaching the sign at the posted speed.

Repairs due to failure, malfunction, or damage to a Dynamic Message Sign shall be completed within the requirements stated in Section 1.3.3 of this Chapter. During the process of repair the Concessionaire must furnish another Dynamic Message Sign.

The Concessionaire must relocate the DMS for the various stages of maintenance and construction work as needed to adequately inform the motorists. The Concessionaire must provide an experienced operator for the Dynamic Message Sign during periods of operation to ensure that the messages displayed are correct and legible. In addition, the Concessionaire must ensure that the message sign is illuminated properly to meet the current light conditions, and that all adjustments for operation of the sign are made as needed to properly guide motorists.

The Concessionaire must perform all maintenance operations recommended by the manufacturer of the sign, including periodic cleaning of the sign face, and if present, the associated solar panels.
I.4.10. Sign Lights and Lighting

The Concessionaire must inspect all Signs and Signage Systems lights, lighting units, fixtures and services, and must pay particular attention to the following deficiencies:

- Burned out, broken, missing or damaged light fixtures or any elements thereof.
- Broken or missing cover plates on hand-holes or other access points.
- Broken latches on access hatches, hinged lens, etc.
- Defects in the electrical service, such as exposed wiring, open splice or junction boxes, loose or detached boxes, and loose, broken or missing sections of conduit or conduit hangars.

All electrical work must be performed by a certified and licensed Electrician who possesses adequate previous experience.

I.4.11. Work Zone Signage

I.4.11.1. General Requirements

The requirements for the Concessionaire to provide movement of traffic through work zones for maintenance, construction, inspections, emergency repairs, etc. is to be addressed in Volume II – Operations & Procedures Manual, Chapter G, “Traffic & Travel Management Plan”. As it pertains to work zone signage, the responsibility of the Concessionaire is to erect, maintain, adjust, modify, repair and remove as required, all temporary traffic control signage in compliance with all relevant IDOT Highway Standards, and/or the detailed traffic control drawings for a particular project.

During the construction and maintenance work zone traffic restrictions, the Concessionaire must continuously review and maintain all work zone signage to ensure the safety of Skyway users, the workers and the general public. The Concessionaire must repair or replace all work zone signage in accordance with the requirements stated in Section I.3.3 of this Chapter.

Specific work zone signage maintenance responsibilities of the Concessionaire include, but are not limited to the following:

- Sign replacement due to loss of retro-reflectivity.
- Repair of defaced sign sheeting and legends.
- Replacement of broken supports.
- Repositioning of leaning signs.
- Cleaning of dirty devices.
- Replacement of stolen or vandalized devices or signs.
I.4.11.2. Stationary Signs

Work zone stationary signs must stand plumb in all directions, under all conditions. The signs must be securely anchored in a manner such that they resist all loadings similar to the requirements associated with permanent signs.

When required, the Concessionaire must cover work zone signs with an opaque material that does not damage the sign panels, and that can prevent reading of the sign at night by a driver using high beam headlights.

I.4.11.3. Portable Signs

Portable work zone signs must stand plumb in all directions, under all conditions. The signs must be securely anchored in a manner such that they resist all loadings similar to the requirements associated with permanent signs.

When not in use for periods longer than 30 minutes, the Concessionaire must lay the portable work zone sign flat on the ground and collapse the sign stand so it also lays flat on the ground. Prior to erecting the sign again, the Concessionaire must thoroughly clean the sign face.

If the distance from the ground to the lowest point of the portable work zone sign is between 1 foot and 2 feet, the Concessionaire must install portable work zone sign stands to carry only roll up portable work zone signs.

If the distance from the ground to the lowest point of the portable work zone sign is 5 feet or more, the Concessionaire must install portable work zone sign stands to carry roll up, aluminum, or composite material work zone signs.

I.4.11.4. Flashing Arrow Signs

The Concessionaire must furnish, install, place, operate, maintain, relocate, and remove flashing arrow panels as needed based on maintenance or construction work. Only Flashing Arrow Panels that meet or exceed the requirements of the MUTCD, and that are also on IDOT's Approved Products List shall be used.

The Concessionaire must use arrow panels that have the capability to display mode selections, but do not use the straight line caution display. Flashing arrow panels must be securely mounted on trucks, trailers, or other mobile units.

I.4.12. Overhead and Bridge Mounted Signs

I.4.12.1. General

New types of overhead sign structures introduced by the Concessionaire into the Skyway must be approved by the City and must be warranted. In addition, calculations and drawings prepared by and sealed by a Structural Engineer licensed in the State of Illinois must accompany all requests for approval.

I.4.12.2. Inspector Requirements

It is the responsibility of the Concessionaire to employ a qualified sign structure inspector to perform the inspection described above, and to prepare the report. The sign inspector must meet the following minimum requirements:
• The inspector must be a Certified Inspector who has successfully completed a comprehensive training course based on the FHWA "Bridge Inspector's Training Manual", and who has 5 years of bridge and/or sign structure inspection experience.

• The inspector must be an Illinois Licensed Structural Engineer.

• All inspectors must be properly trained in the use of all required inspection equipment.

I.4.12.3. Inspection Requirements

The Concessionaire must conduct a detailed inspection and provide a written report to both the City and IDOT for all cantilever overhead, full overhead, and bridge mounted sign structures once every year, as described in Section I.3.3 of this Chapter. The inspection and report must include all components and elements of the sign structures, including mechanical and electrical equipment.

The Concessionaire's inspection of all overhead and bridge mounted sign structures shall pay special attention to the following:

• Condition and attachment of sign panels and assemblies.

• Bolted connections to ensure all bolts are tight, free from cracks or deformity, and performing as designed.

• The welds and welds at material joints to identify cracks.

I.4.13. Sign System Supports

I.4.13.1. General

When conditions dictate the replacement or repair of Signs and Signage System supports, the types and sizes of the supports must be evaluated and selected on the basis of the Reference Documents indicated in Section I.2 of this Chapter, and in consideration of the following:

• Breakaway properties increase safety in the event of a vehicle collision.

• The ability of the support to withstand wind and other loads.

• Conformance to the existing Skyway Signage System's aesthetics and other such features.

New types of sign supports introduced by the Concessionaire into the Skyway must be approved by the City and must be warranted. In addition, calculations and drawings prepared by and sealed by a Structural Engineer licensed in the State of Illinois must accompany all requests for approval.

I.4.13.2. Inspection Requirements for Sign Supports

Inspection of Signs and Signage System supports must include inspection for cracks, rust or corrosion, and any distress in the members. Welds at the member joints must be carefully examined for any signs of cracking or separation of the weld from the adjoining members. All nuts, bolts and washers on the
structures must be checked for tightness. Of particular importance, the anchor bolts must be inspected to determine if any of the bolts have corroded, suffered section loss or are loose.

The Concessionaire must inspect the paint system on all the sign supports and identify locations where the paint is peeling, cracking or curling.

Inspection of the sign support foundations must note the presence of any surface cracks, missing grout, exposed reinforcing steel, spalls, etc. If safety of the foundation is found to be compromised, the sign structure foundation must be replaced immediately.

Due to their exposure to repetitive wind loads, metal sign supports are susceptible to fatigue, and inspections must include this factor. Fatigue distress, if found or suspected, must be tested to quantify deflection, crack propagation, etc., and the appropriate and expeditious repairs must be immediately scheduled in order to restore the Signage System to full serviceability.

1.4.13.3. Bent and Damaged Sign Supports

Whenever sign panels have been damaged or bent, the Concessionaire must determine if the signs and supports are to be repaired or replaced. In deciding, the Concessionaire must consider the physical condition of the panels and supporting members. All repairs or replacements must conform to the requirements of the IDOT "Standard Specifications".

1.4.13.4. Break-Away Wide Flange and Tubular Metal Sign Supports

Existing and new break-away metal sign supports must meet all current FHWA requirements for supports that break-away. Break-away sign supports must reduce the change in momentum that occurs during vehicular impact to tolerable levels as defined by the FHWA, and must also conform to the applicable sections of the IDOT Highway Standards. Correct alignment of post sections and placement of bolts in the slip base is critical to the proper functioning of the break-away feature.

When conditions necessitate the replacement of an existing support, the Concessionaire should investigate the merits of installing break-away type metal sign supports as a replacement, subject to the following:

- The new sign support type meets all of the requirements of the Reference Documents.
- The history of vehicle impacts at the sign location.

1.4.13.5. Wood Posts

Wood posts may be utilized by the Concessionaire if they conform to the requirements stated in the Reference Documents. Typically most applications of installing wood posts are limited to locations where they are protected from traffic (e.g., behind guardrail).

The Concessionaire must never replace current sign supports that have break-away characteristics, with wood posts, timbers or other lumber.
Where directed by the requirements of the stated Reference Documents, holes must be drilled in larger-diameter wood posts to provide a weakened plane for breakage if the post should be impacted by a vehicle. It is important in this case to make sure the holes are drilled at the specified height above the ground. The holes are designed for the specified height to ensure that the broken end protruding above the ground will not snag the bottom of a car.

Combinations of timber poles with alternate sign support types will not be permitted in the same multi-post installation.

Wood sign posts must not be painted.

I.4.13.6. Laminated Wood Posts

Whenever conditions and requirements permit, existing sign posts can be replaced using laminated wood posts. The Concessionaire must design the laminated posts to meet or exceed all applicable FHWA requirements for such break-away devices.

To ensure that laminated wood sign posts will break-away properly when hit and still not be damaged by high winds, posts must be designed and installed in conformance with the requirements of the stated Reference Documents.

Laminated posts must be stored and handled carefully.


Sign System concrete foundations must be designed to conform to the requirements of the Reference Documents, and must be inspected for the following types of deterioration:

- Cracking, scaling and spalling of the concrete.
- Delamination, or hollow sounds when the surface of the concrete is impacted with a hammer.
- Exposed reinforcing steel.
- Collision impact damage.
- Foundation movement; including sliding with a shifting or eroding slope, rotation out of plumb due to soil movement or collision.
- Missing or severely cracked grout under base plates.
- Anchor bolts that are missing, loose or bent.

I.5.5.1. Daylight Visual Inspection

Under daylight conditions the Concessionaire must inspect the sign panels to detect non-uniform color, streaks, spots, abrasions or other defects in the panel
surface. The inspection must include reviewing slight imperfections that may be visible only during daylight, and would not be visible during the nighttime inspection.

1.5.5.2. Nighttime Visual Inspection

The following requirements and guidelines pertain to performing Sign and Signage System inspections at night:

- The inspection shall be performed with a vehicle that must be driven in the furthest lane from the median with the headlamps in the dimmed position. The lane location places the inspection team in a position where signs hidden by vegetation will be noted. It is important that the inspection vehicle headlamps be properly adjusted prior to the start of inspection.

- Signs must be observed at the "distance of driver need". This distance is subjective, but must include factors such as average speed and roadway alignment. For the average highway, observations should be made 250 feet to 500 feet in advance of the sign.

- The inspection team must include one member who is considered a qualified sign maintenance employee.

- One team member must have good color vision for evaluating sign colors.

- Median mounted signs may be observed from the lane adjacent to the median if it is safe to do so.

- It may be necessary to make individual passes for sections of the Skyway where both median and shoulder mounted signs are to be inspected.

- Spotlights must not be used to evaluate night sign reflectivity since they are several times brighter than vehicle headlamps, and can cause false observations of sign brightness.

- The Concessionaire's nighttime sign inspection team must also inspect all sign panels with an inspection light. The inspection light shall be a 120-watt, 120 volt reflector flood lamp with an average rating of 1600 lumens. The inspection shall be performed while holding the light at eye level and looking directly over the top of the light.

- A sign face is considered to have lost its retro-reflectivity for night time display when the area of limited retro-reflectivity or blotchy reflectiveness exceeds 25% of the sign face area. A sign face is also considered to have lost its retro-reflectivity when the reduced retro-reflectivity overrides the ability of the sign text, color, or legend to be effectively presented to the traveling public or other intended audience.
J. LIGHTING AND ELECTRICAL SYSTEM MAINTENANCE

J.1. Definitions

City of Chicago, BOE Standards: All available and printed Detail Standard Drawings created, maintained and updated by the City of Chicago – Department of Streets and Sanitation – Bureau of Electricity.

Conduit or Duct: An enclosed tubular way for protecting wires and cables.

Luminaire: A complete lighting unit consisting of a lamp or lamps together with the parts designed to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply.

Permanent Repair Time: Amount of time from initial discovery or report to the Concessionaire until the time permanent repairs are made.

Service Response Time: Amount of time from initial discovery or report to the Concessionaire until personnel are present at the required location.

Service Restoration Time: Amount of time from initial discovery or report to the Concessionaire until the time the system is fully operational again.

Uninterruptible Power Supplies (UPS): Power supplies that operate in parallel with the electric utility sources and supply their load without interruption when and if the utility source fails. Used to meet the operating needs of the computers and critical elements of the Toll Collection System (TCS).

J.2. References

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:

- "An Informational Guide to Roadway Lighting", AASHTO.
- "National Electric Code", NFPA.
- "Standard Specifications for Road and Bridge Construction", IDOT.
- "Supplemental Specifications and Recurring Special Provisions", IDOT.
- "Highway Standards", IDOT.
- "ANSI Catalog of American National Standards", ANSI.
- "Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems", IEEE.
- "Roadside Design Guide", AASHTO
- "Approved Materials List", IDOT.
• "Construction Manual", IDOT.
• "Bureau of Design & Environment Manual", IDOT.
• "BDE Procedure Memoranda", IDOT.
• "BDE Special Provisions", IDOT.

J.3. Policy for Maintenance of Lighting and Electrical Systems

J.3.1. Objective

The objective of Lighting and Electrical Systems maintenance is to ensure that all elements and components of Lighting and Electrical Systems including, but not limited to, roadway luminaries, underpass lighting, sign lighting, navigation and aircraft warning beacons, tunnel lighting, toll plaza lighting, grounds illumination, etc.; as well as all highway electrical systems including power, communication, signaling wiring, and surveillance cameras and wiring, etc., are properly maintained and serviced so as to continuously function at superior reliability, and to reduce potential hazards to the safe and orderly movement of traffic.

Lighting and Electrical Systems require maintenance, repairs due to age, lamp burnout, weather effects, corrosion, traffic impact, failure of soil support, etc.; cleaning of lenses and other elements; and replacement.

Effective and reliable lighting and electrical systems require:

• Frequent maintenance patrols to identify outages and damage.
• Timely repairs to ensure uniform and acceptable illumination in nighttime and low light level conditions.
• Seasonal maintenance and cleaning of lenses and fixtures

J.3.2. Responsibility of Concessionaire

In order to meet the requirements of this Chapter, the Concessionaire must engage in practices that ensure that all roadway, bridge and underpass lighting, warning lights, toll plaza lighting, and other critical illumination systems remain fully operational during low ambient light conditions, and all cameras, communications, power cabling, related electrical panels and wiring, and other critical highway electrical devices remain functional at all times in order to ensure the safe and orderly movement of traffic, and meet other safety, aesthetic and economic benefits.

The Concessionaire is responsible for conducting nighttime patrols of all Skyway Lighting and Electrical Systems and must repair all defects or deficiencies. The patrols must evaluate all locations in the lighting system, including underpass fixtures that are the Concessionaire's maintenance responsibility, temporary lighting installations, etc. The patrols must be arranged so that all locations are inspected in compliance with the required Performance Time Frames.

The Concessionaire is responsible for maintaining a stock of replacement lamps, lenses, fixture heads, light standards, cameras, electrical conduit and cabling, and other lighting and electrical systems parts for ready use in case of damage.
The Concessionaire must implement a cleaning and maintenance schedule for the luminaries and fixtures. In this schedule the luminaire lenses and housings shall be cleaned of dust and grime build-up as recommended by the manufacturer's specifications, and as required by the conditions.

Temporary or permanent repairs performed on high voltage or high current systems, highly sensitive equipment, cameras, monitors, and the like must only be done by trained, certified technicians and Licensed Electricians, as appropriate. The Concessionaire is responsible for determining staffing needs in order to service broken or defective components within the time frames specified below.

General work on Lighting and Electrical Systems within the Skyway Land that must be performed by the Concessionaire includes the following:

- Coordinating with all electrical utilities and equipment vendors to ensure prompt response and repair of electrical service, connections, outages, or other difficulties with lighting and electrical systems.

- Create and maintain an inventory and history record of all Lighting and Electrical Systems.

- **Roadway Lighting and Sign Illumination:**
  - Perform nighttime patrols and inspections for each lighting system to detect deficiencies or defects.
  - Inspect, maintain, and repair or replace defective, malfunctioning or deficient lighting controllers.
  - Ensure that all light pole units, mast arms and foundations are inspected and all damage or deficiencies repaired or replaced.
  - Ensure that all luminaries are inspected, and all damage or deficiencies are repaired or replaced.
  - Establish and conduct a re-lamping and cleaning program to maintain the efficiency and continual operation of the lighting systems.
  - Replace and/or repair all lighting systems components that are excessively corroded, repairing foundation cracks or spalls, replacing missing hardware and hand-hole covers, etc.
  - Rewire or relocate Lighting and Electrical Systems and components as required by changing needs, altered conditions, or as required by local, State or Federal regulations.
• **Aircraft Warning Beacons:**
  
  o Ensure that the Aircraft Warning Beacons are inspected, and all damage or deficiencies repaired or replaced.
  
  o Ensure that all outages and repair work are coordinated with the Federal Aviation Administration (FAA).
  
  o Ensure that all outages of the Aircraft Warning Beacons System are completely restored within the Performance Time Frames.

• **Navigational Warning Lights:**
  
  o Ensure that the Navigational Warning Lights are inspected, and all damage or deficiencies repaired or replaced.
  
  o Ensure that all outages and repair work are coordinated with the Army Corp of Engineers and the United States Coast Guard.
  
  o Ensure that all outages of the Navigational Warning Light System are completely restored within the Performance Time Frames.

• **Cables, Conduits, and Unit Ducts:**
  
  o Ensure that all cables, conduits and unit ducts remain free of all defects and damage; that all breaks of these lines are repaired or replaced within the stated Time Frames; and that the lines remain operational and functional at all times.
  
  o Ensure all temporary cabling only be used to temporarily restore service until a permanent repair to the defects and deficiencies can be completed. Temporary aerial cabling must be installed and maintained at a minimum height of twenty-five (25) feet above ground level.
  
  o Ensure that all re-cabling and conduit or duct repair be performed for all permanent repairs of defects or deficiencies. Cables should be replaced with new copper cable meeting all applicable codes and requirements.
  
  o Ensure that all direct bury cable repairs be performed in accordance with all applicable codes and requirements.

• **Closed Circuit Television (CCTV) Systems:**
  
  o Ensure that all components are inspected at a frequency so as to repair and replace all noted damage or deficiencies within the Performance Time Frames specified.
  
  o Replace the CCTV cameras with new cameras every eight (8) years.
J.3.3. Performance Time Frames

The following table establishes the maximum duration from the time a deficiency is or reasonably should be detected by or reported to the Concessionaire, to the time when the Concessionaire must have completed the required maintenance, replacement or repair work to restore the functionality or operation of a deficient Lighting and Electrical Systems or component:

<table>
<thead>
<tr>
<th>Lighting and Electrical System</th>
<th>Maximum Time Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roadway Lighting &amp; Sign Illumination:</td>
<td></td>
</tr>
<tr>
<td>- Lighting Controller</td>
<td>4 Hours</td>
</tr>
<tr>
<td>- Light Pole Units, Mast Arms, and Foundations</td>
<td>7 Days</td>
</tr>
<tr>
<td>- Luminaries</td>
<td>5 Days</td>
</tr>
<tr>
<td>- Sign Illumination</td>
<td>12 Hours</td>
</tr>
<tr>
<td>Aircraft Warning Beacons:</td>
<td></td>
</tr>
<tr>
<td>- Service Response</td>
<td>1 Hour</td>
</tr>
<tr>
<td>- Service Restoration</td>
<td>4 Hours</td>
</tr>
<tr>
<td>- Permanent Repair</td>
<td>7 Days</td>
</tr>
<tr>
<td>Navigational Warning Lights:</td>
<td></td>
</tr>
<tr>
<td>- Service Response</td>
<td>1 Hour</td>
</tr>
<tr>
<td>- Service Restoration</td>
<td>4 Hours</td>
</tr>
<tr>
<td>- Permanent Repair</td>
<td>7 Days</td>
</tr>
<tr>
<td>Cables, Conduits and Unit Ducts:</td>
<td></td>
</tr>
<tr>
<td>- Temporary Cabling</td>
<td>4 Hours</td>
</tr>
<tr>
<td>- Re-cabling and Conduit or Duct Repair</td>
<td>21 Days</td>
</tr>
<tr>
<td>- Direct Bury Cable Repair</td>
<td>21 Days</td>
</tr>
<tr>
<td>Closed Circuit Television (CCTV) Systems:</td>
<td></td>
</tr>
<tr>
<td>- Control Cabinet damage repair/replacement</td>
<td>24 hours</td>
</tr>
<tr>
<td>- Control Cabinet power supply interruption</td>
<td>4 hours</td>
</tr>
<tr>
<td>- Camera non-operational</td>
<td>24 hours</td>
</tr>
</tbody>
</table>
The following table establishes the minimum frequency that a particular operation is to be performed:

**TABLE J.3.3.2**

<table>
<thead>
<tr>
<th>Operation to be Performed</th>
<th>Minimum Frequency of Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inventory of Lighting and Electrical Systems</td>
<td>Once per Year</td>
</tr>
<tr>
<td>Roadway Lighting and Sign Illumination Nighttime Patrol</td>
<td>Once per Month</td>
</tr>
<tr>
<td>Aircraft Warning Beacon Nighttime Inspection</td>
<td>Once per Month</td>
</tr>
<tr>
<td>Navigational Warning Lights Nighttime Inspection</td>
<td>Once per Month</td>
</tr>
<tr>
<td>Re-lamping (Group)</td>
<td>See Section J.4.2.5</td>
</tr>
<tr>
<td>CCTV Camera Replacement</td>
<td>Once every eight (8) Years</td>
</tr>
</tbody>
</table>

The Concessionaire must, from the time a deficiency is detected by discovery or report:

- Immediately initiate temporary repairs to all damaged or deficient lighting and electrical components in order to provide continual service.
- Immediately initiate temporary repairs to all damaged or deficient navigation or aircraft warning beacons in order to restore service in compliance with applicable regulations of the U.S. Coast Guard, Federal Aviation Administration, and all other governing authorities.
- Complete a permanent repair of deficient lighting, electrical or communication cabling mounted on or within bridge parapets, or beam fascias within twenty-one (21) days.
- Notify the electrical supply utility company of an outage or low-voltage complaint within fifteen (15) minutes of discovery, and re-contact the utility company every one (1) hour if service has not been restored.
- Provide and maintain back-up power supply for all essential electrical systems. All essential electrical systems must include, but not be limited, to aircraft warning beacons, navigational warning beacons, toll booth and plaza warning and lighting systems, and computers and critical elements of the Toll Collection System (TCS).
J.3.4. **Acceptance Standards**

Skyway Lighting and Electrical Systems will be considered acceptable when the following standards are met or exceeded:

- Inventory databases are maintained including performance history records for all Lighting and Electrical Systems.
- The work conforms to all Local, State and Federal requirements and the work is performed by certified and/or licensed professionals.
- Light standards, camera mounts, and other supports are plumb and level.
- Design and installation of replacement components conform to the requirements of the applicable Reference Documents.
- Work sites are left clean and tidy after all repairs are completed.

- **Roadway Lighting and Sign Illumination:**
  - Nighttime Patrols and inspections for each lighting system and its controllers are completed within the Performance Time Frames specified.
  - Light pole unit, mast arm, and foundation maintenance, repair work and replacement work has been completed within the Performance Time Frames specified; and the components are free of defects and deficiencies.
  - Replacement lamps are the correct type and wattage for the installation.
  - All luminaries are free of burnt-out bulbs, defects, damage and deficiencies; and all components are operating and functioning as intended.
  - A re-lamping and cleaning program has been established and implemented so as to maintain the efficiency and continual operation of the lighting systems.
  - Lighting systems and their components are free of foundation problems, missing hand-hole covers and all other deficiencies that are unsafe or have the potential to become unsafe.
  - Sites adjacent to outdoor controllers are maintained free of obstructions.

- **Aircraft Warning Beacons:**
  - Aircraft Warning Beacons are operational, functioning as intended, and all maintenance, and repairs are completed.
  - Outages and repairs have been coordinated with the Federal Aviation Administration (FAA) as specified.
  - Aircraft Warning Beacons service has been restored within the Performance Time Frames for service restoration.
• **Navigational Warning Lights:**
  o Navigational Warning Lights are operational, functioning as intended, and all maintenance, and repairs are completed.
  o Outages and repairs have been coordinated with the Army Corps of Engineers and the United States Coast Guard as specified.
  o Navigational Warning Lights service has been restored within the Performance Time Frames for service restoration.

• **Cables, Conduits, and Unit Ducts:**
  o Temporary cabling has been installed maintaining a minimum height of twenty-five (25) feet above ground level, and promptly removed as permanent repairs to cabling are complete.
  o All cables, conduits and unit ducts are free from all defects, damage and breaks; and service has been continually provided.
  o Permanent re-cabling and conduit or duct repairs have been completed and all work meets the requirements stated in the Reference Documents.
  o Direct bury cable repairs have been performed in accordance with all applicable codes and requirements, and the site has been restored and left clean.
  o Electrical conduit, signal cabling, unit duct, and other wiring systems are properly buried, secured to supports and bridge fascias, etc. as appropriate for the installation.

• **Closed Circuit Television (CCTV) Systems:**
  o CCTV components are fully operational, functioning as intended, and all maintenance and repairs have been completed.
  o CCTV cameras have been replaced within the Performance Time Frames specified.

**J.4. Additional Requirements**

**J.4.1. Inventory and History Record**

The Concessionaire must develop, maintain, and keep current a complete and detailed inventory and history record of all Lighting and Electrical Systems within the Skyway Land. The inventory and history record must include the following at a minimum:

• Type, make, model, age, installation date and location of each and every Lighting and Electrical System and its components and appurtenance referenced to Mile Post, nearest street underpass, or other reference system.

• Measured distance from edge of traveled way to nearest point of appurtenance.

• Chronological history of all repairs/replacements including a brief note of what the change was (i.e. re-lamped, replaced ballast, painted standard, etc.).
J.4.2. Roadway Lighting and Sign Illumination

The Concessionaire must incorporate the following requirements into its roadway lighting and sign installation work procedures in order to ensure that the highest reliability and most consistent performance are upheld.

The following must be included and performed for work with the roadway lighting, sign illumination, or electrical service components:

J.4.2.1. Nighttime Patrol

The Concessionaire must patrol each roadway lighting, tunnel lighting, toll plaza lighting, underpass lighting, and sign illumination system to assure consistently safe, functional, and operational conditions of equipment and materials; and to assure that all installations are performing at the level of service for which they were designed. Each lighting system must be inspected at least once per month.

The nighttime patrol must record and document all lighting systems inspected, and the deficiencies and repair needs.

J.4.2.2. Lighting Controllers

The Concessionaire must adhere to all procedures and special training in order to understand, operate, and repair the lighting controllers and their components. Repair and service logs must be recorded and maintained for any inspection, service or repair to the controller or components of the controller. If more than one service is required to a component of the controller within a one month period, that component should be considered defective, and the component replaced.

Additional controller requirements apply as follows:

- Clock – If the controller is equipped with a time clock, and if repeated controller malfunctions are required due to time clock malfunctions, the clock component of the controller should be replaced.

- Photoelectric Controls – If so equipped, photoelectric controls should be checked during routine lighting inspection, serviced periodically or replaced as required.

- Attention should be given to coordinating controls to ensure that all highway lighting units turn off or on at approximately the same time within a given segment of the Skyway, regardless of the number of circuits in use. Circuits designed for early turn on of illuminated signs should have the early turn on type of photocells. When these photocells fail, it is important that they are replaced with the correct unit.

- Cabinet – The Concessionaire should maintain the controller cabinet including all doors, hinges, hatches, and locks to keep the cabinet functioning as originally intended.

- Warning Sign – The Concessionaire must assure all lighting controller cabinets have a voltage warning label affixed and clearly legible.
• Foundation – The lighting controller foundations should be maintained to minimize any problems with the controller due to poor foundation conditions.

• Service Voltage – If there is a notification of low voltage or utility problems, the Concessionaire must verify within one (1) hour. If voltage is not restored by sunset, the Concessionaire must provide generator power for the lighting system.

• Vegetation – The Concessionaire must clear all vegetation from within ten (10) feet of the controller.

J.4.2.3. Light Pole Units, Mast Arms, and Foundations

The Concessionaire must inspect all light pole units, mast arms, and foundations to ensure safe, operational condition of equipment and materials; to ensure that all installations are performing at the level of service for which they were designed; and to ensure that all unsafe conditions have been addressed.

Standard light poles and mast arms must be replaced with galvanized steel equipment or aluminum equipment meeting the same strength, height and mast arm length requirements of the existing equipment. All replacement lighting equipment must meet or exceed all loading requirements.

Additional light pole unit, mast arm, and foundation requirements apply as follows:

• Ground Lugs – If existing ground lugs are damaged or non/functional, the pole must be drilled and the ground wire lugged onto the pole.

• Foundations – It is the Concessionaire’s responsibility to be knowledgeable of safety requirements for light pole foundations. Foundations must be maintained in a safe and functioning manner.

• Identification Labels - All lighting units shall be marked with identification labels. The identification labels must be maintained.

• Hardware – All hardware must be rust free and tightened according to original requirements. Any loose, defective, or missing hardware should be replaced immediately.

• Shrouds or Skirts – Base shrouds or skirts must be in place and rust free. Any missing or defective shrouds must be replaced.

• Hand-Hole Doors – All hand-hole doors or access covers must be in place and securely fastened. Any missing or defective doors or covers must be replaced or repaired immediately.

• Poles or Standards – Poles or Standards must be plumb to within 10-degrees and in good condition free of corrosion. Any misaligned or defective poles or standards must be repaired or replaced.

• Base Coupling – It is the Concessionaire’s responsibility to be knowledgeable of safety requirements for light pole mounting and coupling. All reset or new installations must conform to the current requirements for base couplings.
• Slip Bases – Slip bases or slip base inserts must be inspected annually to ensure the slip bases or slip base inserts will function properly under the impact of collision.

J.4.2.4. Luminaries

The Concessionaire must inspect all luminaries to ensure proper operational condition of equipment and materials, and to ensure that all installations are performing at the level of service for which they were designed. Inspection and service logs must be recorded and maintained for any inspection, service, repair, or replacement to the luminaries.

Luminaries must be thoroughly inspected at the time of lamp replacement. During inspections the following components must be checked:

• Gaskets – Inspect for loose or missing gaskets. Repair or replace as required.
• Glassware – Clean and inspect for cracked or broken lenses. Replace if necessary.
• Hardware – Inspect for loose or missing hardware, and replace or tighten as required.
• Terminal Block – Inspect for cracked or broken barriers on the block. Replace if necessary.
• Mounting – Inspect mounting to determine if luminaries are rigidly held in proper position. Make all adjustments necessary.
• Wiring – Inspect wiring for abrasions and loose connections, and repair as required.
• Reflectors – Clean, and inspect for tarnish or oxidization. Replace if necessary.
• Ballasts – Replacement luminaries must be installed with a new lamp and new ballast of the same type and wattage. Where primary lines of multiple ballasts are provided with fused splice connectors, fuse ratings must be maintained at the current values.
• Sign Lighting Fixtures - Fluorescent sign lighting fixtures may be replaced with metal halide sign lighting fixtures. Replacement lighting must meet the current specifications and requirements of the Illinois Department of Transportation (IDOT), and the City of Chicago.

J.4.2.5. Re-lamping

In addition to burn-out replacement of lamps discussed above, all roadway, bridge, tunnel, toll plaza, signage and underpass luminaire lamps must be group replaced on a planned schedule based on the average rated lamp life, which must not exceed the following:

• Mercury Group re-lamp every 4 years
• High Pressure Sodium Group re-lamp every 4 years
- Low Pressure Sodium Group re-lamp every 3 years
- Fluorescent Group re-lamp every 2 years

J.4.3. Aircraft Warning Beacons

The bridge structure over the Calumet River, commonly referred to as the High Bridge, has Aircraft Warning Beacons attached to its top truss chord members due to its height and location. The inspection and maintenance of these beacons is essential to the safety of the Skyway and aircraft. The Concessionaire must inspect the beacons during the night at the frequency stated in Table J.3.3.2, or more often if persistent problems continue with a particular beacon. Upon discovery or notification of a broken, damaged, or malfunctioning beacon, the Concessionaire shall repair or replace the beacon within the Performance Time Frames stated in Table J.3.3.1 above.

Once work is scheduled, or the need to replace beacons is noted, the Concessionaire shall inform the Federal Aviation Administration (FAA) as to when and for what duration the work will be performed so that appropriate actions can be taken by the FAA to divert aircraft as required.

J.4.4. Navigational Warning Lights

The bridge structure commonly referred to as the High Bridge spans over the Calumet River and has Navigational Warning Lights attached to its Superstructure, Substructure members, and its fender protection system. The lights guide the safe passage of river vessels, and warn these vessels of the location of the structure, thus making this system essential to the safety of the Skyway and the river vessels. The Concessionaire must inspect the warning lights during the night at the frequency stated in Table J.3.3.2 or more often if persistent problems continue with a particular warning light. Upon discovery or notification of a broken, damaged, or malfunctioning light, the Concessionaire shall repair or replace the beacon within the Performance Time Frames stated in Table J.3.3.1 above.

Once work is scheduled, or the need to replace the lights is noted, the Concessionaire shall inform the Army Corps of Engineers and the United States Coast Guard as to when and for what duration the work will be performed so that appropriate action can be taken as required.

J.4.5. Cables, Conduits and Unit Ducts

The Concessionaire shall repair or replace all cable and associated equipment grounding cables or cable-in-duct which become damaged, displaced, defective, or broken. The Concessionaire shall take immediate action to make temporary repairs when cable deficiencies become suspect.

Temporary cable may be used as a trouble fix until a permanent replacement can be made. When temporary cable is used, it shall be installed aerial so the lowest point is at least twenty-five (25) feet above ground level.

Cable used for permanent repairs shall be new, and must be installed in accordance with all applicable ordinances and codes, and in compliance with the National Electric Code (NEC). In addition, all new cables must be in compliance with current Illinois Department of Transportation (IDOT) electrical requirements.
Additional cable, conduit and unit duct requirements apply as follows:

- Cable in Duct or Conduit – When the damaged or faulty cable is located in duct or conduit, the cable must be completely removed, the duct or conduit repaired, and new cable installed.

- All new cable installations shall include a green colored insulated equipment ground conductor properly sized in accordance with all applicable electric codes.

- Direct bury cable may be repaired, provided the defective area is completely removed and replaced with an additional length of repair at least three (3) feet on either side of the defective area. If the repair is within six (6) feet of a light pole, handhole, or a control cabinet, the entire six (6) foot section must be replaced.

J.4.6. Closed Circuit Television (CCTV) Systems

The effectiveness of the Closed-Circuit Television (CCTV) Camera system relies on the proper functioning of the cameras at their intended levels. The Concessionaire is responsible for maintaining all components of the CCTV systems and repairing or replacing all components as defects or failures occur. The control cabinet, monitor stations, and all components must remain free of defects and operational at all times. In addition, the Concessionaire must ensure that throughout the term of the Agreement the CCTV system shall be and remain compatible with the City-wide CCTV system requirements, as determined by the City's sole and absolute discretion.

The City retains the right to override and take control of a portion or the entire CCTV System as part of its City-wide emergency and surveillance operations, at any time and for as long as the City so desires, without notification. The Concessionaire must surrender control of the CCTV System to the City as directed by the City, and must fully cooperate with the City at all times. In addition, the Concessionaire must schedule all maintenance and repair activities to the CCTV System with the City.

In order to maintain the efficiency and effectiveness of the CCTV System the Concessionaire shall implement a CCTV system maintenance program as follows:

J.4.6.1. Camera Preventative Maintenance at Control Center & Monitor Stations

Using a waveform monitor, the Concessionaire must perform the following measurements; ensure that the results recorded are within manufacturers' specifications; and document the results:

- Check raw video.
- Measure peak white.
- Measure color burst.
- Measures synch pulse.
- Check integrity of all connectors.
- Check all camera video at night (to determine which cameras need back focusing).
J.4.6.2. Camera Preventative Maintenance at Cabinet Level

- Check integrity of all cables, connectors, and surge protectors.
- Check raw video from the camera with a waveform monitor (raw video shall measure 1.00Vp/p). Adjust per manufacturers' specifications.
- Check all local functions (Pan, Tilt, Zoom, Focus, etc.).
- Check and ensure that all relays are firmly seated on the control board.
- Check operation of auto-iris and adjust for correct operation per the manufacturers' operational and maintenance manual.
- Check proper function thermostat.
- Check fan and replace where applicable.
- Clean and vacuum inside of cabinet.
- Inspect and change filter where applicable.
- Check light bulb and replace where applicable.
- Check incoming power for proper voltage and correct if not within tolerances.
- Check cabinet door for proper closure.

J.4.6.3. Camera Preventative Maintenance at Pole Level

- Check camera housing pressure (typically 5psi +/- 1psi). Pressurize with dry nitrogen if not within limits.
- Visually inspect camera housing.
- Clean glass with suitable glass cleaning agent.
- Inspect pan and tilt mechanism and adjust limit switches where applicable.
- Inspect housing mounting for corrosion.
- Remove any nests around the camera housing.
- Check and inspect the integrity of all cable harness and connectors. Replace defective items as necessary.
- Check integrity of surge protector and replace as necessary.
- Replace filter in camera housing.
- Check operation of thermostat inside camera housing.
- Check for corrosion of terminal inside housing.
- Check circuit box at the base of the camera pole to ensure that the terminal strips are corrosion free.
J.4.7. **Traffic Operations Centers**


J.4.8. **Vehicle Detection Systems**

The vehicle detection systems are powered through the un-interrupted Power Supply (UPS) unit and must be must be addressed in the requirements for Volume II – Operations and Procedures Manual, Chapter D, "Toll Collection and Operations Plan"; and Chapter F, "Facilities Operations Plan".

J.4.9. **Facility Electrical Systems and Supplies**

Electrical system work associated and required for the operation of the Skyway Facilities within the Skyway Land must be addressed in the requirements for Volume II – Operations and Procedures Manual, Chapter F, "Facilities Operations Plan".

**K. TOLL BOOTH AND PLAZA MAINTENANCE**

K.1. Definitions

**Light Curtain:** A device that emits a light field between two poles, that maps the shape of a vehicle as the light pattern is interrupted.

**Toll Booths:** The physical enclosure that includes protective cover and safe refuge for toll collectors; toll-lane payment and processing equipment; and communications and emergency response alarms; etc.

**Toll Canopy:** The physical structure covering the toll booths and collection lanes, which provides both a cover and facility, and indicates where Skyway users must pay applicable tolls.

**Toll Collection System (TCS):** The electrical and electronic equipment and computer information management system utilized to record and verify the revenue and vehicle classification.

**Toll Plazas:** The facility between 87th Street and Kingston Avenue within which toll payments are collected from vehicles. The toll plaza includes the toll canopies; the toll booths; vehicle lanes; etc.

**Toll Plaza Access/Service Tunnels:** The lighted, ventilated, drained and secured passageways which permit direct, underground access for toll collection attendants to travel between the Skyway Main Operations Building and the Toll Plazas. These tunnels also house all electrical, communications, signaling and camera wiring between the Toll Plazas and the Skyway Main Operations Building, as well as other returns, plumbing, satellite circuit panels, etc.

**Treadle:** A device embedded into the pavement that registers the number of axles or wheels as a vehicle passes over it.
Uninterruptible Power Supply (UPS): Power supplies that operate in parallel with the electric utility sources and supply their load without interruption when and if the utility source fails. Such power supplies must be utilized to meet the operating needs of the computers and critical elements of the Toll Collection System (TCS).

K.2. References

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:

- "International Building Code", ICC.
- "Manual on Uniform Traffic Control Devices (MUTCD)", FHWA.
- "Illinois Supplement to the National Manual on Uniform Traffic Control Devices", IDOT.
- "National Fire Codes", NFPA.
- "National Electrical Code", NFPA.
- "National Plumbing Code, ANSI.
- "Uniform Plumbing Code", WPOA.
- "Uniform Heating and Cooling Code", WPOA.
- "Chimneys, Fireplaces and Vents Code", NFPA.
- Americans with Disabilities Act", U.S. Department of Justice.
- National Standards, Specifications and Regulations as applicable, from the following organizations:
  - National Electrical Manufactures Association (NEMA).
  - American National Standards Institute (ANSI).
  - Federal Communications Commission (FCC).
- Original Equipment Manufacturer's (OEM) specifications, Maintenance Manuals, Handbooks, Procedures Guides, etc. as applicable for all installed equipment, systems and components.

K.3. Policy for Performing Toll Plaza Maintenance

K.3.1. Objective

The objective of Toll Booth and Plaza maintenance is to ensure that all elements, components and systems are maintained in such a manner that they remain safe, functional, and continually operational in support of the Skyway toll collection activities, without posing hazards or undue delays to Skyway users.
The Toll Booth and Plazas (including crash protection, canopies, access/service tunnels, lighting, signage, and all appurtenances) require maintenance; repairs due to damage, wear, breakage and age; emergency maintenance; cleaning; retro-fittings; and replacement due to age and obsolescence.

K.3.2. Responsibility of Concessionaire

In order to meet the requirements of this Chapter, the Concessionaire must engage in practices to ensure that all Toll Booth and Plaza components, elements, systems and appurtenances are continually operational, secure, clean, sound, and in all ways safe and suitable for use. This requires that the Concessionaire carry out its obligations in accordance with this Chapter in a manner that maintains and/or improves the condition and functionality of the Toll Booths and Plazas.

All equipment and resources required in supporting the operation of the Toll Booths and Plazas must be provided without fail by the Concessionaire. All repair and replacement work must be scheduled, staged and preplanned so as not to adversely impact traffic movement or safety or the accuracy and validity of the toll collection procedures, or cause undue exposure of Skyway employees to traffic.

The Concessionaire must perform Toll Booth and Plaza maintenance, inspection and work activities at a frequency that ensures uniform and consistent compliance with all City, State and Federal regulations and the requirements specified within this Chapter.

All materials and construction requirements for Toll Booth and Plaza work performed by the Concessionaire must conform to the appropriate and applicable requirements of the IDOT Standard Specifications and the Reference Documents noted in Section K.2 of this Chapter.

Once a particular maintenance repair has been started, the work must continue during consecutive working days as weather permits until a thorough, complete and workmanlike repair has been achieved. The Concessionaire must establish and maintain all required traffic control and protection.

Work on Toll Booth and Plaza elements, components, systems and appurtenances within the Lands of the Skyway that must be performed by the Concessionaire includes the following:

- General:
  - Create and maintain an inventory and history record of all Toll Booth and Plaza equipment, elements, components, systems, and appurtenances.
  - Ensure that only qualified, certified, licensed and/or well trained personnel perform work to these items, especially to sensitive, proprietary, and complex equipment and systems.
  - The maintenance of the Toll Plaza approach and departure lanes are considered to be included with the requirements stated in Volume I – Maintenance Manual, Chapter B, "Roadway Maintenance". The Concessionaire must be aware that these lanes will require additional attention due to the defects that can be induced by the constant pavement stresses from the rapid deceleration and acceleration of vehicles; the increased pavement joint deterioration by numerous weaving and lane-
changing vehicles; the likelihood of damages caused by an increase in vehicle collisions; and other similar factors.

- **Toll Booth and Plaza Signage:**
  - The maintenance of the Toll Booth and Plaza Signage is considered to be included with the requirements stated in Volume I – Maintenance Manual, Chapter I, “Sign and Signage System Maintenance”, with the exception of the following:
    - Ensure that all toll rate signage is current, updated with changes in rate schedules, and well placed to inform Skyway users of the applicable tolls.
    - Ensure that the Toll Booth toll payment message process signs are well illuminated, functioning properly, clean, legible, and free of all defects.

- **Toll Booth Gates:**
  - Maintain all vehicle stop/go gates free of defects, damage and malfunctions that could create or have the potential to create an unsafe condition.
  - Maintain all lane open/closed gates free of damage and defects.

- **Toll Booth and Plaza Lighting:**
  - The maintenance of the Toll Booth and Plaza Lighting is considered to be included with the requirements stated in Volume I – Maintenance Manual, Chapter J, “Lighting and Electrical System Maintenance”, with the exception of the following:
    - Ensure that all Toll Plaza and Toll Booth lighting provides the proper illumination; functions as intended; remains free of damage and defects; remains free of burnt-out bulbs; and does not create an unsafe condition for Skyway employees and users.
    - Ensure that lane status, driver stop/go lights, the canopy “Chicago Skyway Toll Bridge” letter sign, and the lane opened/closed lighting are functioning properly and are free of defects, burnt-out bulbs and damage.

- **Toll Booth and Plaza Collection Equipment:**
  - Ensure that all toll collection equipment is properly functioning; free of defects and damage; and regularly inspected for continual operational ability. These components, elements, and systems that either comprise or interact with the collection of tolls include, but are not limited to, the following:
    - Treadles
    - Light Curtains
    - Detector Loops
    - Toll Payment Message Process Signs
    - Vehicle Stop/Go Lights
Payment Touch-Screen Monitors
Cash Drawers
TCS Connections
UPS Connections
Intercoms, Phones and Tower Communication Systems
Emergency Alarms

- **Toll Plaza Canopies:**
  - Ensure that the canopies are free of defective roofing, deficient drainage, loose or missing bolts, cracked welds, corrosion, loss of paint, deformation, loss of section, eccentricity or rotation about an axis, or other indications of weakened support.
  - Ensure that the connection and support of the "Chicago Skyway Toll Bridge" illuminated rooftop signs are secure, and free of loose connections, buckled members, excessive corrosion, and other damage.

- **Toll Booth Units:**
  - Repair all windows that leak, have a poor wind seal, and are scratched and clouded offering poor visibility.
  - Repair or replace all booth doors that do not close properly, do not seat on the weather-seal, and that have broken locks.
  - Ensure that all booth floors that are unsound, that are missing the rubber mat flooring, that have defective floor hatches (which open directly over the access tunnels) or are otherwise unsafe, are repaired.
  - Ensure that all communications equipment, including the intercom and the emergency signal device to the Control Tower are maintained in continual working order, and if broken or malfunctioning, are repaired.
  - Ensure that all heating, ventilation and air conditioning equipment is properly operating.

- **Toll Collection System (TCS) and Uninterruptible Power Supply (UPS):**
  - Ensure that the TCS and the UPS remain fully operational at times, with no periods of "down-time" or malfunctions.
  - Ensure that all repair and maintenance work is performed by qualified personnel familiar with the particular system.
  - Perform maintenance and "back-ups" of the TCS.

K.3.3. **Performance Time Frames**

The following table establishes the maximum duration from the time a deficiency is or reasonably should be detected by or reported to the Concessionaire, within which the
Concessionaire must complete the required maintenance, repair or replacement work to Toll Booth and Plaza system, element, component or appurtenance:

**TABLE K.3.3.1**

<table>
<thead>
<tr>
<th>Toll Booth and/or Plaza Component, Element or System</th>
<th>Maximum Time Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toll Booth and Plaza Signage</td>
<td>4 Hours</td>
</tr>
<tr>
<td>Toll Booth Gates</td>
<td>24 Hours</td>
</tr>
<tr>
<td>Toll Booth and Plaza Lighting</td>
<td>4 Hours</td>
</tr>
<tr>
<td>Toll Plaza Collection Equipment</td>
<td>2 Hours</td>
</tr>
<tr>
<td>Toll Plaza Canopies</td>
<td>5 Days</td>
</tr>
<tr>
<td>Toll Booth Units</td>
<td>2 Days</td>
</tr>
<tr>
<td>TCS and UPS</td>
<td>Immediate</td>
</tr>
</tbody>
</table>

The following table establishes the minimum frequency that a particular maintenance operation is to be performed.

**TABLE K.3.3.2**

<table>
<thead>
<tr>
<th>Maintenance to be Performed</th>
<th>Minimum Frequency of Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toll Booth Cleaning:</td>
<td></td>
</tr>
<tr>
<td>- Cleaning Booth Signs and Windows</td>
<td>Once Daily</td>
</tr>
<tr>
<td>- Emptying of Litter Receptacles</td>
<td>Once Daily</td>
</tr>
</tbody>
</table>

K.3.4. *Acceptance Standards*

Toll Plaza and Toll Booth maintenance work will be considered acceptable when the following standards are met or exceeded:

- **General:**
  - The inventory and history record is current and complete.
  - The Toll Booths and the areas surrounding the Toll Plaza present a clean, tidy and neat appearance.

- **Toll Booth and Plaza Signage:**
  - The toll rate signage is current, updated with changes in rate schedule, and are well placed.
• The Toll Booth toll payment message process signs are well illuminated, functioning properly, clean, legible, and free of all defects.

• Toll Booth Gates:
  o The Toll Booth stop/go gates are functioning properly, are free of all defects and damage, and do not present an unsafe condition.
  o The Toll Booth lane open/closed gates are free of damage and defects.

• Toll Booth and Plaza Lighting:
  o Toll Plaza and Toll Booth lighting is providing the proper illumination; functioning as intended; free of damage and defects; free of burnt-out bulbs; and does not create an unsafe condition.
  o The lane status, driver stop/go lights, the canopy "Chicago Skyway Toll Bridge" letter signs, and the lane opened/closed lighting are functioning properly, and are free of defects, burnt-out bulbs and damage.

• Toll Booth and Plaza Collection Equipment:
  o All toll collection equipment, components, elements, and systems are properly functioning and free of defects and damage.

• Toll Plaza Canopies:
  o The canopies are free of defective roofing, deficient drainage, loose or missing bolts, cracked welds, loss of paint and section, deformation, eccentricity or rotation about an axis, and other indications of weakened support.
  o The connection and support of the "Chicago Skyway Toll Bridge" illuminated rooftop signs are secure and free of loose connections, buckled members, excessive corrosion, and other damage.

• Toll Booth Units:
  o All windows are free of leaks, poor wind seals, not scratched or clouded, and provide good visibility.
  o All booth doors close properly, seat on the weather-seal, and have properly functioning locks.
  o All booth floors are sound, have a rubber mat flooring present, have no defective floor hatches, and are otherwise safe.
  o All communications equipment, including the intercom and the emergency signal device to the Control Tower are in proper working order, and functioning as intended.
  o All heating, ventilation and air conditioning equipment is properly operating.
• Toll Collection System (TCS) and Uninterruptible Power Supply (UPS):
  o The TCS and the UPS are fully operational.
  o Maintenance and "back-ups" of the TCS are being performed on a regular basis.

K.4. Additional Requirements for Toll Plaza Maintenance

K.4.1. Inventory and History Record
The Concessionaire must develop, maintain, and keep current a complete and detailed inventory and history record of all Toll Plaza and Toll Booth equipment, components, systems and appurtenances, and must keep an ample supply of replacement parts available on-site. The inventory and history record must include the following at a minimum:

• Type, make, model, age, installation date and location of each and every toll booth component and element.

• Chronological history of all repairs/replacements including a brief note of what the change was (i.e. replaced treadle, repaired light curtain, replaced lighting, etc.).

K.4.2. Toll Booth and Plaza Signage
The requirements for inspecting, cleaning, repairing, relocating and replacing Skyway signage is discussed in detail in Volume I – Maintenance Manual, Chapter I, “Sign and Signage System Maintenance”.

Toll rate information signs display an advance warning notifying the motorist of a toll collection plaza, giving the amount of toll and payment collection options. Each sign must display a clear message to guide motorists through the appropriate decision-making sequences for lane changes, speed reduction and toll payment options. Toll rate information signage must be maintained as specified above.

Toll rate information signs must be replaced or modified accordingly when toll rates or payment options change, requiring changes in driver actions or decisions.

The Concessionaire’s maintenance staff must make it a habit to regularly observe sign conditions and illumination while patrolling the Skyway, and any damage, non-functioning lights or impaired visibility must be reported for repair.

Illuminated toll rate information sign lamps must be replaced at regular intervals, in conformance with the manufacturer’s estimated service life of the particular lamps.

Any toll regulatory signs that are placed by the Concessionaire to inform motorists of the penalties for toll evasion must be inspected, cleaned, replaced or modified as necessary, and maintained in the same manner as discussed herein and as specified in Volume I – Maintenance Manual, Chapter I, “Signs and Signage System Maintenance”.

K.4.3. Toll Plaza Gates
Malfunctioning gates must be reported by the toll attendants since they can pose a safety concern to Skyway users. Toll Gates that continually malfunction or have
impacted vehicles must be locked in the open/up position and disconnected/deactivated from operations until repaired.

K.4.4. **Toll Booth and Plaza Lighting**

The lighting maintenance and replacement requirements, including lamp replacement and requirements for electrical systems, are specified in Volume I – Maintenance Manual, Chapter J, "Lighting & Electrical System Maintenance".

Toll Booths and Plaza lighting must be maintained as discussed above. All lighting fixtures that present unsafe conditions, such as the presence of smoke or excessive heat, that flicker or are dark, or that demonstrate high current draw, must be repaired.

Toll attendants are to visually inspect all lighting within and around the Toll Booths and Plazas including toll payment process lights; driver stop-and-go lights; etc.; during each shift, and must report all defects for repair.

K.4.5. **Toll Booth and Plaza Collection Equipment**

The accuracy, functionality and operation of toll collection equipment including, but not limited to, the treadles, vehicle light curtains, touch screen monitors, etc., must be verified by the Concessionaire on a daily basis, by comparing traffic axle counts with the toll collection reports and vehicle classification device data. Malfunctioning toll collection equipment must be regarded as deficient components that affect productive services, and therefore must be repaired. If proper operation cannot be restored within this time frame, the affected toll plaza lane must remain closed, and all traffic must be diverted to one of the remaining plaza lanes until such time as repairs are complete.

K.4.6. **Toll Plaza Canopies**

The toll plaza canopies must be inspected annually in the same manner as any component of the Skyway facilities, in accordance with Volume II – Operations and Procedures Manual, Chapter J, "Annual State of the Skyway and Capital Improvement Program Reports". The integrity of the roofing system and all architectural elements, the security of the cladding system, the functioning of the drainage system and downspouts, and the operation of the electrical and lighting systems must be inspected and repaired when found deficient.

The canopy frame and foundations will require an independent inspection and performance evaluation by the Concessionaire's Illinois Licensed Structural Engineer.

K.4.7. **Toll Booth Units**

All toll plaza booths must be inspected annually in accordance with Volume II – Operations and Procedures Manual, Chapter J, "Annual State of the Skyway and Capital Improvement Program Reports".

K.4.8. **TCS & UPS**

The current Toll Collection System (TCS) is an integrated system developed for the Chicago Skyway, and is comprised of the following major elements:
A dedicated UPS/intranet server room located next to the Toll Counting Room.

- Internal network (intranet) servers, data storage and backup devices, power supply (UPS), and peripheral devices such as monitors, printers, etc.

- Proprietary software to run the system, perform calculations and drive the timed-backup storage devices.

- A system of touch-screen (interactive) display monitors with terminals in each toll booth, the Control Tower, the Toll Counting Room, and other locations.

- A network of hard-wired data connections between all locations served by the TCS and all traffic counting and detection devices.

The TCS equipment must be maintained on a continuous basis. All Concessionaire employees who make use of the system must immediately report difficulties with the TCS for immediate repairs.

The UPS system must be continuously maintained and must effectively and instantaneously switch supplied power from the back-up generator whenever required, in order to eliminate the possibility of lost or corrupted data.

L. FACILITY MAINTENANCE

L.1. Definitions

**Electrical Systems:** Systems, elements and components that are contained in facilities, and which supply, distribute and function by the use of electricity. These systems include, but are not limited to: substations, meters, wiring, service panels, individual circuits, generators, transformers, lighting, motor control units, back-up generators and systems, emergency lighting, etc.

**Facility:** The Skyway buildings, houses, and garages that contain administrative, support and logistical services; and the equipment, components, elements and systems that are housed within in each such location.

**Fire Protection Systems:** Systems, elements and components that are intended to assist in the prevention and suppression of fire. These systems include, but are not limited to, fire extinguishers, exit signage, fire alarms, sprinkler systems, heat sensors, smoke detectors, etc.

**Life Safety Systems:** Systems, elements and components that are contained in facilities, and which promote health, safety, and life preservation. Theses systems include, but are not limited to, communication systems; security systems; fire suppression and prevention systems; and medical prevention and attention stations; etc.

**Mechanical Systems:** Systems, elements and components that are contained in facilities, and which supply and distribute ventilation and climate control. These systems include, but are not limited to, HVAC systems and components, thermostats, boilers, combustion dampers, heat exchangers, furnaces, air handling units, fresh air intakes, ductwork, return fans, zone dampers, exhaust fans, chillers/condensers, pumps, etc.

**Plumbing Systems:** Systems, elements and components that are contained in facilities, and which supply, distribute and provide potable water, or dispose of waste water. These systems include, but are not limited to, valves, piping, water heaters, water
storage tanks, faucets, toilets, sinks, showers, booster pumps, ejector pumps, sanitary piping, hot/cold water piping, etc.

Preventative Maintenance: Services required to maintain a facility and its components, equipment and systems at the original design standards throughout their intended life span, including periodic and scheduled inspections, adjustment, calibration, cleaning, replacement of parts and minor repairs to restore equipment to normal function.

Security Systems: Systems, elements and components which promote safety and security of the people and facilities from outside parties. These systems include, but are not limited to, alarms, cameras, monitor stations, intercoms and radios, access control, etc.

Uninterruptible Power Supply (UPS): Power supplies that operate in parallel with the electric utility sources and supply their load without interruption when and if the utility source fails. Such power supplies must be utilized to meet the operating needs of the computers and critical elements of the Toll Collection System (TCS).

L.2. References

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:

- "National Fire Codes", NFPA.
- "National Electrical Code", NFPA.
- "National Plumbing Code, ANSI.
- "Uniform Plumbing Code", WPOA.
- "Uniform Heating and Cooling Code", WPOA.
- "Boiler and Unfired Pressure Vessel Code, ASME.
- "Chimneys, Fireplaces and Vents Code", NFPA.
- Americans with Disabilities Act (ADA)”, U.S. Department of Justice.
- Occupational Health and Safety Act (OSHA) Guidelines
- OSHA Publications List via Catalog or Website, OSHA (Website: http://www.osha.gov/pls/publications/pubindex.html).

- Standards, Specifications and Regulations as applicable, from the following organizations:
  - National Electrical Manufactures Association (NEMA).
  - American Waterworks Association (AWWA).
  - American National Standards Institute (ANSI).
  - Federal Communications Commission (FCC).
  - Underwriters Laboratory (UL).
L.3. Policy for Performing Facility Maintenance Work

L.3.1. Objective

The objective of Facility Maintenance is to ensure that all Facilities within the Skyway Land and the components, elements and systems located within such Facilities are properly maintained in such a manner that they remain safe, habitable, and continually operational in their functions of supporting the Skyway.

Facilities require maintenance; repairs due to weather damage, wear and breakage, age and other use-related factors; emergency maintenance; preventative maintenance; retro-fittings; and replacements due to age and obsolescence.

In addition, effective Facility Maintenance requires management of inventory; physical assets; workforce; building systems; equipment operation; inspection and repair by qualified personnel; and protocols for tracking and fulfilling work.

L.3.2. Responsibility of Concessionaire

In order to meet the requirements of this Chapter, the Concessionaire must engage in practices to ensure that all Facilities as well as their components, elements and systems remain continually operational, secure, clean, sound, and in all ways safe and suitable for use. This requires that the Concessionaire carry out its obligations in accordance with this Chapter in a manner that maintains and/or improve the condition and functionality of the Facilities; and prevents unforeseen breakdowns.

With the Skyway being open on a continual basis without interruption, the Concessionaire is responsible for all Facilities to remain in full and constant operation, and all staff, equipment, systems, components and resources are required to support the Facilities without fail. All repair, replacement and maintenance work must be scheduled, staged and preplanned so as not to adversely impact or impair the operation of the Facilities, Skyway users, or the Toll Collection System, or to cause undue exposure of Skyway employees.

In order to ensure compliance with the objectives and requirements of this Chapter, the Concessionaire must incorporate sound and established Facility Maintenance practices; and to perform preventative maintenance strategies to ensure that the equipment service continues to function reliably.

The Concessionaire must perform Facility Maintenance, inspection and work activities at a frequency that ensures uniform and consistent compliance with all City, State and Federal regulations and the requirements specified within this Chapter.

The Concessionaire must engage qualified, bonded and/or licensed personnel to service, operate, inspect, and repair the systems within the Facilities.

All materials and construction requirements for Facilities Maintenance work performed by the Concessionaire must conform to the appropriate and applicable requirements of the IDOT Standard Specifications and the Reference Documents noted in Section L.2 of this Chapter.
Once a particular maintenance repair has been started, the work must continue during consecutive working days as weather permits until a thorough, complete and workmanlike repair has been achieved.

Work on the Facilities, and the elements, components, systems and appurtenances housed within each Skyway Facility that must be performed by the Concessionaire includes, but is not limited to, the following:

- **General:**
  - Create and maintain an inventory and history record of all Facility equipment, elements, components, systems, and appurtenances.
  - Ensure that only qualified, certified, licensed and/or well trained personnel perform work to these items, especially to sensitive, proprietary, and complex equipment and systems.
  - Coordination with all utilities and services including, but not limited to, electric, gas; fuel, telephone, sewer, sanitary and water.
  - Ensure that the work areas are left in a manner that presents a clean and tidy appearance.

- **Building Exteriors:**
  - Exterior Doors: Ensure that all doors are free of leaks, drafts and voids; all hinges, closers, locksets, and other hardware or components operate as intended; and all door frames and panels are secure and properly set.
  - Exterior Walls: Ensure that the Facility exteriors are maintained so to preserve the integrity of the exterior building envelopes; ensure the safety of the Facility and its occupants and visitors; and maintain a positive image of the City within the surrounding community.
  - Exterior Walls: Ensure that the walls are free of corrosion, spalls, cracks, misalignment, rust, peeling, blistering, and other such defects and deficiencies; and that all bolts, clips, rivets, nails, and other fasteners are properly attached and secure.
  - Exterior Walls: Ensure that the masonry wall facades are free of cracks, broken masonry units, open mortar joints, efflorescence, and deterioration; and correct all suspected moisture infiltration.
  - Flag Pole: Ensure that the flag pole remains free of rust, corrosion, deterioration, and remains well secured.
  - Foundations: Ensure that all foundations are inspected and repaired if settlement, deflection, expansion, or contraction conditions are found. In addition, all visible surfaces should be maintained free of cracks, seepage, scaling, spalling, corrosion, deterioration, or efflorescence.
  - Garage Doors: Ensure that all door panels are free of defects and deficiencies; frames and panels are secure and properly set; and springs, cables, door openers and other hardware operate as intended.
• Gutters: Ensure that all gutters and downspouts are free of leaks, obstructions, rust and corrosion, and function as intended.

• Roofing: Ensure that roofing is free of all surface bare spots, blistering, splits, cracks, ridging, loose laps and seams, punctures, missing fasteners and general deterioration.

• Roofing: Ensure that all flashing, counter flashing, copings, seals, roof penetration points, and parapet wall roofing terminations are free of leaks, cracks, punctures and deterioration.

• Roofing: Ensure that roofing drains adequately so that it remains free of ponding, staining and debris collection.

• Roofing: Ensure that roof ventilation systems provide continual airflow, prevent condensation and prevent icing at the eaves and roof edges.

• Windows: Ensure that all windows are free of breaks, leaks, voids and non-operational components.

• Signs: Ensure that all signs and sign components are free of rust, corrosion and deterioration, and are well secured.

• Building Interiors:

  • Ceilings: Ensure that the drywall ceilings, suspended ceiling, and other types of ceilings are firmly attached and secure; and remain free of all cracks, water damages, and other deficiencies.

  • Interior Doors: Ensure that all doors frames and panels are secure and properly set; and all hinges, closers, locksets, and other hardware or components operate as intended.

  • Interior Floors: Ensure that all floor coverings are clean, free of trip and slip hazards, and replaced or repaired when worn.

  • Interior Windows: Ensure that all windows are free of breaks and non-operational components.

  • Walls and Partitions: Ensure that all walls are free of cracks, penetrations, water damage, faded or damaged coverings, and all other damage that might be either aesthetic or structural.

• Mechanical Systems:

  • HVAC Controls: Ensure that all thermostats, valves, flaps, diffusers, control units, etc. are inspected, tested, maintained, repaired and replaced as required to provide the proper climate, distribution and operation of all HVAC systems.

  • HVAC Distribution System: Ensure that all of the HVAC distribution elements, components and systems, including ductwork, grills, vents, dampers, fans, exhaust systems, etc., are inspected and tested; free of rust, corrosion, damage, or defects; replaced or repaired as required to provide sufficient distribution of the supply and return; and remain continually operational.
- HVAC Heating/Cooling Units: Ensure that all heating and cooling units, components, elements, systems and their appurtenances, including furnaces, air conditioners, air handlers, point of source heaters or cooling units, coils, boilers, condensers, etc., are inspected and tested; free of damage, deterioration and non-functional items; conform to all applicable codes and regulations; are cleaned; and are fully and continually operational.

- Plumbing Fixtures: Ensure that all plumbing fixtures, including sinks, toilets, showers, spigots, drains, faucets, drinking fountains, etc., remain free of leaks, are clean, remain unclogged, and are free of damage and defects that affect their function and operation.

- Plumbing Hot Water Heaters: Ensure that all hot water heaters and are free of leaks, corrosion, malfunctions and defects that would impair or interrupt the intended service.

- Plumbing Pumping Systems: Ensure that all ejector, sewage, sump, water, portable, submersible and all other pumps within the Facilities function as intended, and are fully capable of operating as intended when required.

- Plumbing Supply Lines: Ensure that all supply and pipelines including anti-siphon devices are free of leaks, damage, corrosion and deterioration; and are well secured. Ensure that backflow preventors are present and operational on all lines that allow a hose hookup.

- Electrical Systems
  - Electrical Supply and Distribution: Ensure that all wiring, raceways, unit substations, panel boards, circuits, receptacles, switches, etc., or other items that distribute or supply electricity to systems or items within the Facilities conform to all applicable codes and regulations; are free of "short", loose connections, defects and damage; are clearly identified and marked; are secured as required to prevent unwarranted entry; and are properly attached and secured at times.

- Electrical Lighting: Ensure that all lighting provides the proper illumination for the function intended; is secured in its place; conforms to all applicable codes and regulations; is free of burnt-out or malfunctioning bulbs; is free of broken, damaged or defective reflectors, fixtures, or lenses; and is free of loose and faulty wiring.

- Electrical Motor Control Units: Ensure that all operations both to and from the Motor Control Units provide the proper volts and amperage; function and supply the equipment in the correct order and manner; are free of defects and deficiencies; and provide full operating capacity when required.

- Facility Services:
  - Grounds Maintenance: Ensure that with respect to the grounds around each Facility within the Skyway Land, landscaping and cleaning is performed in accordance with the requirements stated in Volume 1 –
Maintenance Manual, Chapter E, "Landscape and Roadside Maintenance"; and the snow and ice on the parking areas and the sidewalks around each Facility is removed and cleaned as addressed by the procedures established in Volume II – Operations and Procedures Manual, Chapter E, "Snow and Ice Control Plan".

- **Housekeeping:** Ensure that all portions, areas and rooms of each Facility are cleaned at least daily to remove trash; sanitize and disinfect bathrooms and locker rooms; and restock bathroom amenities.

- **Pest Control:** Ensure that pest control is performed, monitored and maintained if and when required; the remains of the traps properly disposed; and the source of the problem is located and corrected.

- **Life Safety:**
  
  - **Communication Systems:** Ensure that all telephones, intercoms, radios systems, mobile communication base stations, and all other communication systems that are housed or originate in a Facility are maintained, repaired, tested, inspected, and replaced so that they remain in full and continual operation.

  - **Fire Suppression and Precaution Systems:** Ensure that all fire alarms, sprinkler systems, heat sensors, smoke detectors, carbon dioxide detectors, fire extinguishers, call buttons, exit signs, emergency lighting, and all other fire suppression and precaution items are fully charged and replaced on a determined schedule; conform to all applicable codes, laws and regulations; are free of defects, deficiencies and malfunctions; and are inspected, tested, maintained, repaired and replaced so that they remain ready for proper operation when required.

  - **Medical Prevention and Attention Stations:** Ensure that all medical prevention and attention stations are inspected, replenished, updated and clearly located at all times. These items include, but are not limited to, first-aid kits, emergency contact signage, eye wash stations, safety showers, etc.

  - **Security Systems:** Ensure that all systems that provide for the safety of the Concessionaire's staff, the public, equipment and Facilities are maintained, inspected, tested, repaired and replaced so as to provide full and continual operation. These security systems include, but are not limited to, cameras, monitoring stations, access control, surveillance, alarms, etc.

- **Emergency Power Supply System:**
  
  - The Uninterrupted Power Supply (UPS) system located in the Skyway Main Operations Building provides power to the Toll Collection System (TCS) 24 hours a day, 365 days a year. In order to ensure that this service is provided without interruption a back-up power supply via a backup diesel fuel generator has been installed. The Concessionaire
must inspect, test, maintain, repair and if required replace or supplement the generator so that if a power interruption does occur, the TCS will continue to operate and function.

L.3.3. Performance Time Frames

The following table establishes the maximum duration from the time a deficiency is or reasonably should be detected by or reported to the Concessionaire, within which the Concessionaire must complete the required maintenance, repair or replacement work to Facility and/or its systems, equipment, elements, components or appurtenances:

<table>
<thead>
<tr>
<th>Facility Component, Element or System</th>
<th>Maximum Time Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Building Exterior:</strong></td>
<td></td>
</tr>
<tr>
<td>- Exterior Doors</td>
<td>1 Days</td>
</tr>
<tr>
<td>- Exterior Walls</td>
<td>2 Weeks</td>
</tr>
<tr>
<td>- Flag Pole</td>
<td>7 Days</td>
</tr>
<tr>
<td>- Foundations</td>
<td>7 Days</td>
</tr>
<tr>
<td>- Garage Doors</td>
<td>2 Days</td>
</tr>
<tr>
<td>- Gutters</td>
<td>4 Weeks</td>
</tr>
<tr>
<td>- Roofing</td>
<td>7 Days</td>
</tr>
<tr>
<td>- Signs</td>
<td>2 Weeks</td>
</tr>
<tr>
<td>- Windows</td>
<td>7 Days</td>
</tr>
<tr>
<td><strong>Building Interiors:</strong></td>
<td></td>
</tr>
<tr>
<td>- Ceilings</td>
<td>4 Weeks</td>
</tr>
<tr>
<td>- Interior Doors</td>
<td>7 Days</td>
</tr>
<tr>
<td>- Interior Floors</td>
<td>3 Weeks</td>
</tr>
<tr>
<td>- Interior Windows</td>
<td>1 Week</td>
</tr>
<tr>
<td>- Walls and Partitions</td>
<td>4 Weeks</td>
</tr>
<tr>
<td><strong>Mechanical Systems:</strong></td>
<td></td>
</tr>
<tr>
<td>- HVAC</td>
<td>8 Hours</td>
</tr>
<tr>
<td>- Plumbing</td>
<td>12 Hours</td>
</tr>
<tr>
<td><strong>Electrical Systems</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8 Hours</td>
</tr>
<tr>
<td><strong>Life Safety:</strong></td>
<td></td>
</tr>
<tr>
<td>Communication Systems</td>
<td>1 Hour</td>
</tr>
<tr>
<td>Fire Suppression and Precaution</td>
<td>4 Hours</td>
</tr>
<tr>
<td>Medical Prevention and Attention</td>
<td>8 Hours</td>
</tr>
<tr>
<td>Security Systems</td>
<td>1 Hour</td>
</tr>
<tr>
<td><strong>Emergency Power Supply System</strong></td>
<td>Immediate</td>
</tr>
</tbody>
</table>
L.3.4. **Acceptance Standards**

Facility maintenance work will be considered acceptable when the following standards are met or exceeded:

- **General:**
  - The inventory and history record is current and complete.
  - The work areas inside and outside of the Facilities present a clean, tidy and neat appearance.

- **Building Exteriors:**
  - Exterior Doors: All exterior doors are free of leaks, drafts, voids; all hinges, closers, locksets, and other hardware or components operate as intended; and all door frames and panels are secure and properly set.
  - Exterior Walls: All exterior walls are structurally sound; do not present any safety hazards; are free of corrosion, spalls, cracks, misalignment, rust, peeling, blistering, and other defects and deficiencies; all bolts, clips, rivets, nails, and fasteners are secure; and all masonry wall facades are free of cracks, broken masonry units, open mortar joints, efflorescence, and deterioration.
  - Flag Pole: The flag pole is free of rust, corrosion, deterioration, and is secure.
  - Foundations: The foundations are free of all settlement, deflection, expansion, or contraction conditions; and all cracks, seepage, scaling, spalling, corrosion, deterioration, and efflorescence has been repaired.
  - Garage Doors: All door panels are free of defects and deficiencies; frames and panels are secure and properly set; and springs, cables, door openers and other hardware operate as intended.
  - Gutters: All gutters and downspouts are free of leaks, obstructions, rust and corrosion, and function as intended.
  - Roofing: All roofing is free of all bare spots, blistering, splits, cracks, ridging, loose laps and seams, punctures, missing fasteners; all flashing, counter flashing, copings, seals, roof penetration points, and parapet wall roofing terminations are free of leaks, cracks, punctures and deterioration; the roofing drains adequately so that it remains free of ponding, staining and debris collection; and the roof ventilation provides continual airflow, prevents condensation and prevents icing at the eaves and roof edges.
  - Windows: All windows are free of breaks, leaks, voids and non-operational components.
  - Signs: All signs are free of rust, corrosion, deterioration, and are well secured.

- **Building Interiors:**
  - Ceilings: All ceilings are firmly attached and secure; and remain free of cracks, water damages and other deficiencies.
  - Interior Doors: All doors frames and panels are secure and properly set, and all hinges, closers, locksets, and other hardware or components operate as intended.
• Interior Floors: All floor coverings are clean, free of trip and slip hazards, and replaced or repaired when worn.

• Interior Windows: All windows are free of breaks and non-operational components.

• Walls and Partitions: All walls are free of cracks, penetrations, water damage, faded or damaged coverings, and all other aesthetic and structural damage.

• Mechanical Systems:

  • HVAC Controls: All thermostats, valves, flaps, diffusers, control units, etc. are being inspected, tested, maintained, repaired and replaced so as to provide the proper climate, distribution and operation.

  • HVAC Distribution System: All HVAC distribution elements, components and systems are being inspected and tested; are free of rust, corrosion, damage, or defects; are being replaced or repaired as required; the systems provide distribution of the supply and return; and all systems are fully and continually operational.

  • HVAC Heating/Cooling Units: All heating and cooling units, components, elements, systems and their appurtenances, are being inspected and tested; are free of damage, deterioration and non-functional items; conform to all applicable codes and regulations; are clean; and are fully and continually operational.

  • Plumbing Fixtures: All plumbing fixtures are free of leaks, are clean, unclogged, and are free of damage and defects that affect their function and operation.

  • Plumbing Hot Water Heaters: All hot water heaters are free of leaks, corrosion, malfunctions and defects.

  • Plumbing Pumping Systems: All pumps and pumping systems are functioning and operating as intended.

  • Plumbing Supply Lines: All supply and pipelines are free of leaks, damage, corrosion and deterioration; and are well secured.

• Electrical Systems:

  • Electrical Supply and Distribution: All electrical supply and distribution items conform to all applicable codes and regulations; are free of "shorts", loose connections, defects and damage; are clearly identified and marked; and are secured to prevent unwarranted entry.

  • Electrical Lighting: All lighting provides the proper illumination; fixtures are secure; conforms to all applicable codes and regulations; is free of burnt-out or malfunctioning bulbs; is free of broken, damaged or defective reflectors, fixtures, or lenses; and is free of loose and faulty wiring.

  • Electrical Motor Control Units: All Motor Control Units provide the proper power supply; conveys the proper function commands to the equipment in the correct order and manner; are free of defects and deficiencies; and provide full operation.
• **Facility Services:**
  - Grounds Maintenance: All grounds around each facility are landscaped and clean; and snow and ice are properly removed.
  - Housekeeping: All portions, areas and rooms of each facility are cleaned, disinfected and restocked with supplies daily.
  - Pest Control: Pest control is being performed, monitored and maintained when required; the remains of the traps are being properly disposed; and the source of the problem has been corrected.

• **Life Safety:**
  - Communication Systems: All communication systems are being maintained, repaired, tested, inspected, and replaced so that they remain in full and continual operation.
  - Fire Suppression and Precaution Systems: All fire suppression and precaution systems are being fully charged and replaced; conform to all applicable codes, laws and regulations; are free of defects, deficiencies and malfunctions; are being inspected, tested, maintained, repaired and replaced so that they remain ready for proper operation when required.
  - Medical Prevention and Attention Stations: All medical prevention and attention stations have been inspected, replenished, updated and are clearly located.
  - Security Systems: All security systems are being maintained, inspected tested, repaired and replaced to provide full and continual operation.

• **Emergency Power Supply System:**
  - The backup diesel fuel generator is being inspected, tested, maintained and repaired so that if a power interruption does occur, the TCS will continue to operate and function.

L.4. **Additional Requirements**

L.4.1. **Inventory and History Record**

The Concessionaire must obtain and store all Operations and Maintenance Manuals, OEM guidelines, and manufacturer’s specifications in a log and file so that they can be referred to for specific maintenance requirements.

Blueprints and line schematics must be preserved, or developed if missing or incomplete, for each MEP system, showing all outlets, appliances, motors, panels, etc. for easier maintenance and repairs.

The Concessionaire must develop, maintain, and keep current a complete and detailed inventory and history record of all Facility equipment, components, systems and appurtenances, and must keep an ample supply of replacement parts available on-site. The inventory and history record must include the following at a minimum:

- Type, make, model, age, installation date and location of each and every toll booth component and element.
• Chronological history of all repairs/replacements including a brief note of what the change was (i.e. replaced furnace, repaired boiler curtain, replaced alarm system, etc.).

L.4.2. Building Exteriors

Any improvement or maintenance required must meet all applicable Federal, State and Local codes, ordinances and rules, and all work must be undertaken in accordance with all applicable permit requirements as necessary. All improvements must be made to current requirements at the time of the improvement.

L.4.3. Building Interiors

Any improvement or maintenance required must meet all applicable Federal, State and Local codes, ordinances and rules, and all work must be undertaken in accordance with all applicable permit requirements as necessary. All improvements must be made to current requirements at the time of the improvement.

All lighting and interior electric repairs or replacements must be made in accordance with current Federal, State and Local codes, ordinances and rules in effect at the time of the repair.

L.4.4. Mechanical Systems

Any improvement or maintenance required must meet all applicable Federal, State and Local codes, ordinances and rules, and all work must be undertaken in accordance with all applicable permit requirements as necessary. All improvements must be made to current requirements at the time of the improvement.

L.4.5. Electrical Systems

Any improvement or maintenance required must meet all applicable Federal, State and Local codes, ordinances and rules, and all work must be undertaken in accordance with all applicable permit requirements as necessary. All improvements must be made to current requirements at the time of the improvement.

L.4.6. Services

Special attention should be provided to the aesthetic and cleanliness values of the ground and services within the Skyway Land.

All Pest control services must performed in accordance with all current Federal, State and Local codes, ordinances and rules in effect at the time of the service.

L.4.7. Life Safety & Security

Any improvement or maintenance required must meet all applicable Federal, State and Local codes, ordinances and rules, and all work must be undertaken in accordance with all applicable permit requirements as necessary. The Concessionaire must remain well-informed of the latest life safety and security requirements and maintain current life safety and security features throughout the Skyway.
Schedule 3.
(To Chicago Skyway Concession
And Lease Agreement)

Volume II Of II.


A. ORGANIZATION AND GENERAL INFORMATION

A.1. Purpose of Manual

The purpose of this Manual is to provide guidelines and criteria to the Concessionaire on the basic development and submission of the Operational Plans discussed in the respective Chapters.

A.2. Staffing Identification

The Concessionaire shall be solely responsible for each employee and his/her actions while on the Skyway Land. The number of employees required shall be determined by the needs of the Concessionaire to fulfill its maintenance, operation and contractual obligations.

The Skyway is a 24 hour-a-day, 365 days-per-year operation. For this reason, the Concessionaire shall recognize the need to have variable work shifts, employees, supervisors and personnel so as to maintain constant operations.

A.2.1. Essential Staff

The Concessionaire shall identify which staff is essential to the operation of the Skyway. These persons may alternate based upon seasonal variations, operation requirements, weather conditions, etc. The essential staff personnel must be "response-ready" and contactable by the City, if and when an event warrants.

A.2.2. Non-Essential Staff

The Concessionaire shall employ persons who perform job duties as needed, but may not respond to an event or situation. These employees, while important to the continual functionality of the Skyway, may be deemed as non-essential staff.

A.2.3. Shift Organization

The Concessionaire shall create work shifts that preserve the continual operation of the Skyway. Staff requirements shall be based upon the actual and anticipated needs of the Skyway.
A.2.4. Essential Staff Personnel Matrix

The Concessionaire must create, maintain, submit to the City, and update as appropriate, a personnel matrix of the Concessionaire's essential staff which includes, but is not limited to, the following:

- Employee Name
- Title
- Position/Job Classification
- Basic Job Responsibilities
- Contact Information

A.3. Interagency Coordination

The Concessionaire shall be aware that the operation of the Skyway requires coordination with multiple agencies. The Concessionaire must make every attempt to establish, maintain and provide coordination with agencies that pass under, over, or are adjacent to Skyway Land.

It shall be the Concessionaire's sole responsibility to coordinate with agencies so that the continual operation of the Skyway is not disrupted in any manner.

A.3.1. City of Chicago

The Concessionaire shall be aware that the Skyway resides solely within the limits of the City of Chicago. As a result, the Skyway passes over, runs adjacent to, collects traffic and distributes traffic to and from City of Chicago streets.

A.3.2. Illinois Department of Transportation (IDOT)

The Concessionaire shall be aware that the western end of the Chicago Skyway Toll Bridge System starts and terminates, as appropriate, at the west Right-Of-Way of the State Street Bridges, which means that the State Street Bridges are included in the Skyway Land and in the maintenance and operations work required by the Concessionaire.

In addition, the Concessionaire must be aware that the roadway and the two curved bridges that lead to the Dan Ryan Expressway from the west Right-Of-Way of the State Street Bridges (the "IDOT Connector"), are owned by the Illinois Department of Transportation. While the IDOT Connector is owned by IDOT, the City has entered into an agreement with IDOT (the "IDOT Connector Agreement") to perform certain maintenance functions with respect to the IDOT Connector. The Concessionaire shall perform the City's duties pursuant to the terms of the IDOT Connector Agreement as required under the Concession and Lease Agreement.
A.3.3. Indiana Department of Transportation Toll Road District

The Concessionaire shall be aware that the eastern end of the Chicago Skyway Toll Bridge System starts and terminates, as appropriate, at the official designated state line between the State of Illinois and the State of Indiana where the Indiana Department of Transportation Toll Road District owns, operates and maintains its property.

A.3.4. Army Corps of Engineers & U.S. Coast Guard

The Concessionaire shall be aware that the Chicago Skyway Toll Bridge System spans over and has supports in the Calumet River, in which the Army Corps of Engineers retains jurisdictional rights as it is a navigable waterway. In addition, the U.S. Coast Guard patrols these waters, and as such the Concessionaire must also coordinate its work efforts in the Calumet River with the local U.S. Coast Guard station.

A.3.5. Railroads

A.3.5.1. METRA

The Concessionaire shall be aware that the Chicago Skyway Toll Bridge System spans over Right-Of-Way both owned and operated by Metra. This occurs at a location approximately 715 feet west of the intersection of 76th Street and South Chicago Avenue. Further, at this location, the Concessionaire shall be aware that the existing direct-current electrically powered overhead contact system is attached to the structure underside.

A.3.5.2. Norfolk-Southern Railway Company

The Concessionaire shall be aware that the Chicago Skyway Toll Bridge System exists along Right-Of-Way owned and operated by the Norfolk-Southern Railway Company. This occurs from approximately 900 feet north of the Indiana Avenue and Marquette Road intersection to approximately 540 feet north of the 100th Street and Avenue N intersection.

A.3.5.3. Belt Railway Company of Chicago

The Concessionaire shall be aware that the Chicago Skyway Toll Bridge System runs over the Right-Of-Way owned and operated by the Belt Railway Company of Chicago. This occurs from at a location approximately 300 feet north of the 95th Street and Houston Avenue intersection, and at a location approximately 330 feet east of the 96th Street and Baltimore Avenue intersection.

A.3.5.4. Northern Indiana Commuter Transportation District (NICTD)

The Concessionaire shall be aware that the Chicago Skyway Toll Bridge System spans over right-of-way leased and operated by the Northern Indiana Commuter Transit District (NICTD). This occurs at a location approximately 715 feet west of the intersection of 76th Street and South Chicago Avenue. Further, at this location, the Concessionaire shall be aware that the existing direct-current electrically powered overhead contact system is attached to the structure underside.
A.3.6. Bicycle Path and Parking Area

The Concessionaire shall be aware that a bicycle path between Ewing Avenue and 104th Street along Indianapolis Avenue, with a parking area located adjacent to and on the Skyway Land is currently under construction.

The Concessionaire shall not be responsible for the construction, operation or maintenance of the bicycle path and parking area. However, the Concessionaire shall provide access to and cooperate with those persons constructing, using, operating and maintaining the bicycle path and parking area.

A.4. Vehicle Permits

The City will continue to review and issue permits for oversized and overweight vehicles that request passage through the Skyway Land. The Concessionaire must direct all parties requesting such permits to the appropriate City departments where the proper application can be obtained and submitted. The Concessionaire is responsible for verifying that all vehicles that request or attempt passage through the Skyway Land are withheld from passage until an approved and current permit is produced.

For this reason the Concessionaire must inform the City as to when and if structures within the Skyway Land become deficient or restricted. The Concessionaire must also coordinate with the City once the permitted vehicle has passed through the Skyway Land, so as to close the permit process.

A.5. Initial Submission of Plans

Chapters B through J of this Volume require the submission of annual Plans by the Concessionaire to the City for approval by the City. The Concessionaire shall submit all such Plans to the City for approval no later than 120 days after the Closing Date, as defined in the Concession and Lease Agreement, unless otherwise agreed to by the City and the Concessionaire.

B. SAFETY PLAN

B.1. Definitions

Dynamic Message Signs (DMS): Signs which are capable of displaying a visual message by means of light bulbs, plastic tabs, etc.
Emergency: An unforeseen occurrence or combination of circumstances which calls for immediate action or remedy.

Flashpoint: That lowest temperature at which a material gives off enough flammable vapor to ignite in the presence of a flame or spark.

Incident: An occurrence or event, natural or man-made, requiring a response to protect life or property.

Life Safety Systems: Devices and systems that are specifically designed and implemented to assist in the safety and preservation of human life. Examples include breathing apparatus, showers, first-aid kits, emergency call buttons, resuscitation/defibrillation equipment, etc.

Maintenance of Traffic (MOT): A plan for handling traffic through a work zone. The MOT may range in scope depending on the complexity of a project and resulting traffic interference.

Warning Sign: A sign that gives notice to road users of a potentially hazardous situation that might not be readily apparent. Examples include STOP AHEAD and LOW CLEARANCE signs.

Work Zone: The area of the Skyway in which maintenance or construction operations are taking place which may impinge on the number of lanes available to moving traffic or affect the operational characteristics of traffic flowing through the area.

Work Zone Sign: A sign that gives notice to road users of construction or maintenance activities and revised traffic conditions due to these activities. Work zone signs are required in advance of the site and must be erected through the work zone. Work zone signs include regulatory signs such as CONSTRUCTION SPEED LIMIT signs; warning signs such as FLAGGER or CONSTRUCTION ZONE AHEAD signs; and directional sign such as DETOUR or LANE CLOSURE signs.

B.2. References

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:

- Occupational Health and Safety Act (OSHA) Guidelines
- OSHA Publications List via Catalog or Website, OSHA (Website: http://www.osha.gov/pls/publications/pubindex.list).
- "NIOSH Pocket Guide to Chemical Hazards", NIOSH.
- "Flaggers Handbook", IDOT.
- "Tailgate Talks", IDOT.
• "Construction Manual", IDOT.
• "Standard Specifications for Road and Bridge Construction", IDOT.
• "Supplemental Specifications and Recurring Special Provisions", IDOT.
• "Manual on Uniform Traffic Control Devices (MUTCD)", FHWA.
• "Illinois Supplement to the National Manual on Uniform Traffic Control Devices", IDOT.
• "Bureau of Design & Environment Manual", IDOT.
• "BDE Procedure Memoranda", IDOT.
• "BDE Special Provisions", IDOT.
• "Highway Standards", IDOT.
• "A Policy on Geometric Design of Highways and Streets", AASHTO.
• "Quality Standard for Work Zone Traffic Control Devices", IDOT.
• "Sign Structure Manual", IDOT.
• Standard Highway Signs (FHWA & IDOT).
• "Traffic Engineering Handbook", ITE.

B.3. Policy for Safety Plan

B.3.1. Objective

The objective of the Safety Plan is to ensure that the Concessionaire has considered, trained, addressed, and planned for situations that could be deemed as creating an unsafe situation to the workers and public within or adjacent to the Skyway Land.

It shall be the Concessionaire's focus, policy and purpose to conduct all work in the safest possible manner so as to protect its workers and the public at all times, under all conditions, and in full conformance and consistent with all applicable laws, rules, codes and policies.

B.3.2. Responsibility of Concessionaire

It shall be the Concessionaire's responsibility to establish, write and carry out a comprehensive Safety Plan that addresses the protection of its workers and the public, and to ensure that its procedures are being implemented and enforced. This chapter and its contents have been provided as a preparation guideline that addresses the minimum required criteria, and is not intended to be all inclusive. The Plan is to be updated and submitted annually and must receive approval from the City of Chicago and, as appropriate, from all other governing authorities.
The most important part of the Safety Plan is to protect the workers from traffic, and vice versa. This can be accomplished by including the following principles in the Safety Plan:

- **Keeping motorists informed.** This can be accomplished with signs, flags, barricades, cones, flashing amber lights, dynamic message signs, and flashing arrow signs.

- **Avoidance of the errant driver by Skyway workers.** Face traffic, stay aware with your own eyes and ears or those of a look-out who will warn you. Plan an escape route.

- **Utilization of protective equipment.** Protective vehicles, truck mounted crash headrests, seat belts/shoulder harnesses, hard hats, safety vests, etc.

- **Planning work such that it reduces and/or protects employees’ exposure to traffic.** This can be accomplished with the use of well conceived, developed, reviewed and approved Traffic Control and Work Zone plans and procedures.

The Concessionaire must be sure that the Safety Plan includes, and all employees are trained and aware of, the requirements and standards of the Occupational Safety and Health Administration (OSHA), so that the proper levels of protection are fulfilled for the potential exposure.

This Chapter includes a general outline of the proposed Plan. This outline is intended only to provide guidance in the preparation of the Concessionaire’s Plan and must be modified, revised or changed, as appropriate, to address specific issues, needs or concerns related to the Skyway that develop over time.

**B.3.3. Performance Time Frames**

The following table establishes the minimum frequency that the Safety Plan is to be written and updated by the Concessionaire, submitted to the City, and approved by the City.

<table>
<thead>
<tr>
<th>Plan</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Safety Plan</td>
<td>Once Yearly</td>
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</tbody>
</table>

**B.3.4. Acceptance Criteria**

The Safety Plan will be considered acceptable for a particular year when the Plan has been written and updated by the Concessionaire, submitted to the City, and approved by the City.
B.4. Safety Plan Preparation Requirements

The following is a general outline of the Concessionaire's responsibilities that should be included and addressed when creating the Safety Plan. The outline is not intended to be all-inclusive, but rather, contains the minimum items that should be included and addressed in the Safety Plan.

The Safety Plan must include provisions for annual and periodic updates, training and supervision of staff and adherence to all policies and procedures.

B.4.1. Introduction

This section is to contain a short introduction to the Safety Plan that includes a description of the persons or agencies involved in the preparation, a designated individual who is charged with the implementation and maintenance of the Safety Plan and the overall goals and objectives of the Safety Plan. At a minimum, this section is to contain the following sub-sections:

- Purpose.
- Scope and applicability.
- The methodology used to develop and implement the Safety Plan.

B.4.2. System Location & Emergency Contact Protocol

This section is to provide an overview and system position location of the Skyway; a background of the anticipated work activities and hazards; and the protocol and procedures that must be followed during an event that results in an injury. At a minimum, this section is to contain the following:

- A location plan map of the Skyway and all designated Emergency Care Facilities.
- A general description of the location of the Skyway including its entrance and exit features.
- Emergency/Contingency protocol and procedures.
- Emergency/Contingency Care Facility Information.
- Injury/Illness/Incident Reporting and Notification.

B.4.3. First-Aid and Medical Treatment

The Concessionaire is responsible for maintaining a safe environment that may include the need for emergency medical attention. The Safety Plan should include sections that describe the provisions for first-aid and emergency medical treatment, at a minimum, as follows:

- Emergency First Aid.
- Emergency Medical Treatment.
B.4.4. Safety Roles and Responsibilities

This section must identify the personnel and responsible staff which will implement, maintain, and enforce the Safety Plan rules and policies.

Provisions must be made to ensure that all employees are able to understand their specific assignment and any associated tasks with regards to the Safety Plan. Duties and responsibilities must be clearly defined for personnel within the Skyway Land, including the following positions:

- Health and Safety Manager
- Project Manager / Site Safety Manager
- Project Personnel
- Construction Foreman
- Contractor’s Safety Representative

B.4.5. Training

This section must identify and include comprehensive provisions for the training of all persons working within the Skyway Land, and must include the following at a minimum:

- The development of safety related training programs to ensure all employees receive regular direction.
  - General training to cover hazards basic to all places of employment.
  - Specific training to cover hazards that are unique to each employee’s job assignment.
  - New employee health and safety orientation and training.
  - New or updated process training for new or previously unrecognized hazards or when a new or previously unrecognized hazard is identified.

- Procedures to ensure that each employee understands and adheres to safe and healthy work practices and procedures.

- Recurring training programs to ensure that all employees remain abreast of safety and health regulations affecting the operations they are involved with or supervise.

- Policies that ensure each employee is provided with the equipment necessary to complete assigned tasks safely.

- Policies and procedures that address the counseling and training of employees so as to minimize the human factors that can contribute to injury or illness.
B.4.6. Job Hazard & Safe Work Standards

This section must identify, define the practices and procedures, and detail all hazards and their prevention which may be encountered while performing work within the Skyway Land. Included in this section shall be all anticipated activities (including maintenance, construction and operations), and all unanticipated activities (including Hazardous Material/Incident or Spills). At a minimum the Standards shall contain the following hazards:

- Anticipated Routine Physical Hazards
  - Abrasive Blasting
  - Aerial Lifts
  - Asbestos Operations
  - Back Injury Prevention
  - Cold Stress Recognition and Control
  - Corrosive and Reactive Materials
  - Confined Space Entry
  - Demolition Operations
  - Dust Control
  - Drilling Safety Guidelines
  - Electrical Safety
  - Environmental Material Compliance (MSDS & VOC)
  - Excavation & Trench Safety
  - Fall Protection
  - Fire Prevention
  - General Site Rules and Requirements
  - Flammable and Combustible Liquids and Gases
  - Hand and Portable Equipment
  - Heat Stress Recognition and Control
  - Heavy Equipment Operations
  - Housekeeping
  - Lead in Construction
  - Marine Safety and Boat Operation
  - Material Storage & Handling
  - Noise and Hearing Conservation
  - Nuclear Density Gauge Safety
- Office Ergonomics
- Portable Ladders.
- Railroad On-Track Safety
- Respiratory Protection
- Rigging
- Scaffolding
- Subcontractor Health and Safety Requirements
- Utility Clearances and Isolation
- Vehicle Safety program
- Work over Water

- Unanticipated Physical Hazards
  - Biological Hazards & Exposure
  - Chemical Hazards & Exposure
  - Environmental Waste Operations & Exposure
  - Explosive Atmospheres
  - Hazardous Materials/Dangerous Goods Shipping
  - Radioactive Exposure
  - Testing and Sampling Practices

B.4.7. Personal Safety

This section must address the personal safety procedures that must be adhered to, along with personal safety devices that must be provided to complete assigned tasks. Items considered for personal safety include personal protective equipment and include, but are not limited to, reflective vests, hard hats, protective clothing, protective footwear, hearing protection, vision protection, respiratory protection, and any other necessary equipment as specified in the Safety Plan to protect the well being of the worker on the Skyway. The Safety Plan shall address the following for each article of personal safety:

- Situations that require the personal protective equipment.
- Limitations of the protective equipment.
B.4.8. Decontamination Procedures

This section must, in the event of a Hazardous Material/Incident or Spill, include directives for decontamination procedures. Items to be included must include, but are not limited to, the following tasks:

- Sanitation
- Decontamination – Medical Emergencies
- Decontamination of Tools & Equipment

B.4.9. Work Zone & Site Safety

This section must identify the tasks, procedures and policies required for when Work Zones for construction and/or maintenance activities are present whether in the field or in a Facility. The Safety Plan is to contain, at a minimum, sub-sections addressing the following issues:

- General Work Zone activities and requirements
  - Signs and Bulletin Boards
- Safety Regulations – Vehicles and Drivers
  - Drivers and Operators
    - Parking Vehicles
    - Backing Vehicles
    - Hand Signals
    - Vehicles or Equipment Breakdowns
    - Training
    - Licenses & Certifications
  - Construction Equipment and Vehicles
    - Protective Vehicles (shadow, barrier, and advance warning)
    - Field Equipment
    - Equipment Lights, Warning Signs and Flags
    - Towing and Safety Chains
    - Safety Equipment in Vehicles
- Transporting Equipment & Materials
- Handling Explosive and Flammable Materials
- Access to Median Work Zones
- Night Work
- Shop Equipment
  - Welding Equipment
  - Shop Tools
• Worker Exposure Reduction
  o Planning Work
  o Working Near Moving Traffic
  o Facing Traffic
  o Crowding of Workers
  o Crews Working Across From Each Other
  o Warning Systems - Signs
  o Warning Systems – Flashing Arrow Signs
  o Warning Systems – Flashing Amber Lights
  o Warning Systems - Lookouts

B.4.10: Traffic Control

One of the most important items that must be addressed in the Safety Plan is the requirements, procedures and polices for Traffic Control when work is proposed to occur either on, adjacent to or near areas where traffic is present. The Safety Plan must either solely address Traffic Control; or make specific reference to the applicable and appropriate sections of Volume II – Operations & Procedure Manual, Chapter G, “Traffic & Travel Management Plan”. The Safety Plan must include the requirement that each operation be reviewed and approved to determine the appropriate Traffic Control Plan prior to the start of work.

The following subsections address many of the parameters that should be included in the Safety Plan when discussing the requirements for work in or near traffic, but are not intended to be either representative or all inclusive:

• Traffic Control Plan documentation requirements
• Warning Signs
• Lanes Closures
• Exceptions to Lane Closure Procedures
  o Limited Work on the Traveled Way, Without Lane Closures
  o Pavement Marking and Relamping Operations
  o Moving Shoulder Operations
• Shoulder Closures
• Moving Lane Closures
• Delay of Vehicles
• Obscured Visibility
C. **EQUIPMENT PLAN**

C.1. **Definitions**

**Flashing Arrow Board:** An electronic device containing multiple lamps which are used to direct traffic in a selected direction and must be capable of indicating change in direction, and varying intensity of the arrow when required.

**Retro-reflective Tape:** A material attached to vehicles and equipment to increase visibility of objects during both nighttime and low light conditions. Retro-reflection occurs when a surface returns a portion of directed light back to its source.

C.2. **References**

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:

- OSHA Publications List via Catalog or Website, OSHA (Website: http://www.osha.gov/pls/publications/pubindex.list).
- "Manual on Uniform Traffic Control Devices (MUTCD)", FHWA.
- "Illinois Supplement to the National Manual on Uniform Traffic Control Devices", IDOT.
- "Tailgate Talks", IDOT.
- "Excavator Handbook", JULIE.

C.3. **Policy for Equipment Plan**

C.3.1. **Objective**

The objective of the Equipment Plan is to ensure that the Concessionaire has addressed the responsibilities for identifying, planning, scheduling, supervising, maintaining, operating and controlling of all equipment utilized within the Skyway Land via a written and approved Plan.

C.3.2. **Responsibility of Concessionaire**

The Equipment Plan is a document to be developed, written and carried out by the Concessionaire, and must indicate that the Concessionaire is solely responsible for the management, operation and maintenance of all equipment that is required for work within the Skyway Land. Further, the Concessionaire’s responsibilities include, but are not limited to, the following:

- Equipment Policy Development
- Equipment Status and Inventory
- Warranty Claims
• Operator and Mechanic Training
• Licensing of Vehicles & Equipment
• Equipment, Vehicular and Operator Insurance
• Subcontractor Equipment Conformance

The Concessionaire is responsible for ensuring that all equipment is operated and maintained in accordance with the manufacturer requirements, as well as with well established policies and procedures.

The Concessionaire and its Subcontractors must obey all traffic laws including the posted speed limits when utilizing vehicles or other equipment.

This Chapter includes a general outline of the proposed Plan. This outline is intended only to provide guidance in the preparation of the Concessionaire’s Plan and must be modified, revised or changed, as appropriate, to address specific issues, needs or concerns related to the Skyway that develop over time.

C.3.3. Performance Time Frames

The following table establishes the minimum frequency that the Equipment Plan is to be written and updated by the Concessionaire, submitted to the City, and approved by the City.

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C.3.4. Acceptance Criteria

The Equipment Plan will be considered acceptable for a particular year when the Plan has been written and updated by the Concessionaire, submitted to the City and approved by the City.

C.4. Equipment Plan Requirements

The following is a general outline of the Concessionaire’s responsibilities that should be included and addressed when creating the Equipment Plan. The outline is not intended to be all-inclusive, but rather, contains the minimum items that should be included and addressed in the Equipment Plan.

The Equipment Plan must include provisions for annual and periodic updates, training and supervision of staff and adherence to all policies and procedures.
C.4.1. Introduction

This section is to contain a short introduction to the Equipment Plan that includes a description of the equipment needs of the Skyway, and must address all of the maintenance and operational needs of the Skyway. In addition, this section should briefly state the overall goals and objectives of the Equipment Plan and discuss the duties and responsibilities of the Concessionaire, the Equipment Manager, and the implementation and maintenance of the Plan.

C.4.2. Leased and Rented Equipment

The Concessionaire is permitted to rent, lease, or outsource equipment and services, which must be defined in this section of the Equipment Plan. This section must also include the Concessionaire's provisions and requirements for rented, leased, or outsourced equipment, including that the equipment conforms to all of the requirements stated in the Equipment Plan including demarcation, licensing, registration, and warning systems.

C.4.3. Operators Registration & Licensing

This section of the Equipment Plan must clearly indicate that equipment Operators meet all current State of Illinois registration and licensing requirements, and that all Operators must possess valid Operator's and driver's license with all special endorsements required for the specific type and classification of vehicle or equipment operated.

C.4.4. Equipment Licensing and Registration

This section of the Equipment Plan must clearly indicate that the licensing and registration for all vehicles and equipment (either owned by the Concessionaire or by its Contractors) meets all current City of Chicago requirements, as well as the State of Illinois requirements stated in the Illinois Vehicle Code for registration and licensing.

C.4.5. Vehicle Safety Equipment

The Equipment Plan should indicate the type, kinds and amounts of vehicle safety equipment for all vehicles used within the Skyway Land. Vehicle safety equipment to be considered may include, but is not limited to, the following: fire extinguishers, pry bars, flares, special mirrors, fuel system protection, safety triangles or markers, slow moving vehicle/warning triangle emblems, and first-aid kits.

C.4.6. Equipment Demarcation

This section must include a demarcation description for all equipment, either owned by the Concessionaire or its Contractors, that is utilized within the Skyway Land. The Concessionaire must include demarcation information that addresses the following at a minimum:
• Vehicle color(s).
• Equipment numbering.
• Vehicle class and category.
• Operator/Skyway decal placement and design.
• Retro-reflective application locations, sizes, etc.

All equipment used for the management, operation or maintenance within the Skyway Land must be identified with an equipment number.

This section must include the demarcation present on all equipment types expected in the operation and maintenance of the Skyway, including but not limited to the following: Passenger vehicles, Light-duty utility vehicles, Heavy-duty truck vehicles, Street sweepers, Construction equipment, and other road equipment including rotary snow plows, snow plow blades, and trailers.

Miscellaneous small equipment such as mowers, snow blowers, etc. that are utilized within the Lands of the Skyway are exempt from the demarcation requirements, but must always present a clean and professional appearance.

C.4.7. **Equipment Warning Systems**

C.4.7.1. **Amber Warning Lights and Flashing Arrow Boards**

This section must include the number, size, location and type of all warning lights and flashing arrow boards attached to the equipment. The information must address all maintenance and management vehicles, snow removal equipment, and construction equipment. All vehicles which operate within the Skyway Land must be equipped with at least one amber warning light visible to traffic. The Equipment Plan must include the information for all other requirements for additional amber warning lights as applicable to Federal, State and Local requirements.

C.4.7.2. **Red & Blue Warning Lights**

This section of the Equipment Plan should include the restriction of the use of red and/or blue warning lights, which are prohibited.

C.4.7.3. **Back-Up Alarms**

This section of the Equipment Plan must include information for the Back-up alarms, which are required on all of the Concessionaire's vehicles that operate within the Skyway Land. These vehicles include, but are not limited to, pick-ups, vans, SUV's, trucks, construction equipment, etc.
C.4.8. Training

This section of the Equipment Plan must include the training requirements and certifications for all personnel (whether they are personnel of the Concessionaire or its Contractors) whose duties include operation or supervision of equipment. In addition, this section must indicate that the personnel have completed the most current training, possess the proper and current license, and possess the current certification and qualifications to operate the particular equipment.

D. TOLL COLLECTION AND OPERATIONS PLAN

D.1. Definitions

Toll Collections: All activities related to revenue collection from vehicles utilizing the Chicago Skyway, and the recording, auditing and processing of that revenue.

Toll Collection System (TCS): The electrical and electronic equipment, information management, and system to record and verify the revenue and vehicle classification.

Uninterruptible Power Supply (UPS): Power supplies that operate in parallel with the electric utility sources and supply their load without interruption when and if the utility source fails. Such power supplies must be utilized to meet the operating needs of the computers and critical elements of the Toll Collection System (TCS).

D.2. References

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:


D.3.1. Objective

The objective of the Toll Collection and Operations Plan is to ensure that the Concessionaire has considered, trained, addressed, and planned for all toll operation activities and has established protocols, procedures, responsibilities, and guidelines to maintain and operate the Skyway Toll Collection System (TCS) in accordance with a written and approved Plan.

D.3.2. Responsibility of Concessionaire

The Toll Collection and Operations Plan is to be developed, written and carried out by the Concessionaire, and must be consistent with all applicable Local, State and Federal laws, codes and requirements governing the collection of tolls and Tollway systems. The Plan is to be updated and submitted annually and must receive approval from the City of Chicago.

The Toll Collection and Operations Plan must indicate that the Concessionaire provides administrative and operational services at all times, year-round. Technical support personnel must be available at all times to provide software maintenance and administration, hardware maintenance and/or component replacement, and data and system back-up maintenance.

All TCS operational and technical support services provided shall be in accordance with and in strict adherence to, the approved TCS user manuals, equipment manufacturer's recommendations and standard operating procedures for computer and network support services, as stated in the Reference Documents.

The TCS system and its data storage and archival capabilities must be operationally checked on a daily basis. The system components must be maintained and tested as required to ensure the TCS continually remains fully operational. Redundant or replacement parts must be available on-site to facilitate immediate replacement of malfunctioning components.

The TCS relies on computer hardware, peripheral equipment and operating system software which are continuously being advanced in technology. Accordingly, technical support services shall include operational planning and upgrade installation of equipment components and operating systems software. The upgrade planning and installation shall include the transfer/recovery of archived data to new storage media, replacement of computer hardware and components systems, and the component part inventory upgrade.
This Chapter includes a general outline of the proposed Plan. This outline is intended only to provide guidance in the preparation of the Concessionaire’s Plan and must be modified, revised or changed, as appropriate, to address specific issues, needs or concerns related to the Skyway that develop over time.

This Chapter provides a general outline of the proposed Plan. The requirements stated in this Chapter are intended to provide guidance in the preparation of the Concessionaire’s Plan and may be modified, revised or changed to meet the specific needs or concerns that develop over time.

The Concessionaire must include the following TCS operations in the Toll Collection and Operations Plan:

- Touch Screen Toll Revenue Collection Data by Toll Lane.
- Toll Lane Traffic Counting and Vehicle Classification Recognition Data.
- Video-based facility surveillance system.
- Video image recording and retention.
- Toll Plaza Lane Control and Monitoring from the Toll Plaza Control Center.
- Toll Plaza Data Center host, storage and back-up data systems.
- Uninterruptible power supplies (UPS).
- Security System.
- Remote data access, system reporting and back-up.
- Communication system.

**D.3.3. Performance Time Frames**

The following table establishes the minimum frequency that the Toll Collection and Operations Plan is to be written and updated by the Concessionaire, submitted to the City, and approved by the City.

<table>
<thead>
<tr>
<th>Plan</th>
<th>Minimum Frequency of Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toll Collection and Operations Plan</td>
<td>Once Yearly</td>
</tr>
</tbody>
</table>

**D.3.4. Acceptance Criteria**

The Toll Collection and Operations Plan will be considered acceptable for a particular year when the Plan has been written and updated by the Concessionaire, submitted to the City, and approved by the City.
D.4. Toll Collection and Operations Plan Requirements

The following is a general outline of the Concessionaire's responsibilities that should be included and addressed when creating the Toll Collection and Operations Plan. The outline is not intended to be all-inclusive, but rather, contains the minimum items that should be included and addressed in the Toll Collection and Operations Plan.

The Toll Collection and Operations Plan must include provisions for annual and periodic updates, training and supervision of staff and adherence to all policies and procedures.

D.4.1. Introduction

This section should briefly introduce the purpose of the Toll Collection and Operations Plan, and set out the overall goals and objectives of the Plan. The introduction should discuss the title, functions, roles, duties and responsibilities of the each person that the Concessionaire identifies as being involved with toll collection and operations.

D.4.2. Toll Operations Control Center

The Toll Operations Control Center is located at the Plaza Level of the Skyway Main Operations Building, and is commonly referred to as the Tower. The Control Center provides the visual vantage point and information tools to assist the Concessionaire manage and monitor toll collections and lane operations on a continuous basis.

This section of the Plan must include a description of the function, equipment, personnel and physical layout of the Control Center, and the role each performs in toll collections and operations. The Plan must also include subsections on the following items, at a minimum:

- Video-Displays of Facility Surveillance.
- CCTV Video Camera Monitor Station.
- Toll Lane Control Monitors.
- Toll Collection System Computer Terminal.
- Toll Lane Open/Close Indicator Controls.
- Intercom Communications with each Toll Booth.
- Emergency Response System Monitor and Communications.

D.4.3. Toll Operations Data Center

The Toll Operations Data Center is located at the Ground Level of the Skyway Main Operations Building, and is commonly referred to as the UPS Room. The Data Center houses the TCS and UPS and provides the electronic storage; information; verification; power supply source; and computation tools to assist the Concessionaire manage and monitor toll collections and lane operations on a continuous basis; in a secure, humidity and climate controlled setting.
The Plan must also include subsections on the following items, at a minimum:

D.4.3.1. General Description and Layout
This section of the Plan must include a description of the function, equipment, personnel and physical layout of the Data Control Center, and the role each performs in toll collections and operations.

D.4.3.2. Hardware
This section of the Plan must include a description and inventory of the computer hardware in the Data Center and the upgrade and maintenance procedures. The hardware descriptions consist of the network system, data and processing capabilities, and the failsafe backup and redundant systems. This section must also include procedures for data storage and the capabilities for secure remote access.

D.4.3.3. Software
This section of the Toll Collection Plan must include the current version information of all software utilized by the TCS, and the upgrades and maintenance procedures.
This section must include the network operating system, server software, and the data collection processes used to produce traffic and financial reports. Currently, the TCS applications are designed to produce the following reports: Audit, Traffic, Administrative, System and Maintenance.
This section must include the procedures and protocol for technical support, which must be provided on a continuous on-call basis.

D.4.3.4. UPS and Backup Storage Devices
This section of the Plan must include the description, frequency and protocol utilized for the uninterruptible power source (UPS), and the archival functions of the data collected. The section must include information and provide details on how the system functions when the permanent archive capabilities are employed. Additionally, the section must include the maintenance and operation procedures utilized to provide the UPS with continual operation, including during power failures.

D.4.4. Lane Operations
This section of the Toll Collection and Operations Plan must include the procedures employed and followed with regard to the operation of the toll lanes. The Plan must address, without limitation, the following procedures, at a minimum:

- Supervision of the shifts, lanes and plazas.
- General items of responsibility during operating and non-operating toll lanes.
- General toll booth operations and appearance.
- Operation of manual terminal lanes.
- Operation of automatic vehicle identification lanes (if and when implemented).
- Lane Opening and Closing Procedures.
- Traffic queue supervision and management.
- Treadles, light curtain and detector loop operation.
- Classification of vehicles.
- Transaction receipts/receipt printer operation.
- Skyway user toll display operation.
- Traffic control gate operation.
- Lane status gate.
- Overhead lane status message sign.
- Disable vehicles/lane accident.
- Overweight/Oversized vehicles.
- Exceptional vehicles.
- Emergency procedures.

D.4.5. **Attendant Operations**

This section of the Toll Collection and Operations Plan must include the procedures employed and followed with regard to the operation of the toll attendants. The Plan must address, without limitation, the following procedures, at a minimum:

- General items of responsibility.
- Attendant appearance.
- Shift management and supervision.
- Traffic queue supervision and management.
- General toll booth operations and appearance.
- Attendant safety.
- Attendant training.
- Customer service.
- Classification of vehicles.
- Non-revenue vehicles.
- Overweight/Oversized vehicles.
- Booth exit and entrance procedures.
- Service tunnel usage.
Lane collection deposit preparation.
Skyway user toll display operation.
Transaction receipts/receipt printer operation.
Payment verification.
Cash handling.
Change requests and receipting procedures.
Insufficient funds transactions.
Counterfeit money detection.
Skyway users requiring/requesting the need for assistance.
Unusual occurrences.
Disable vehicles/lane accident reporting.
Lane run-through/violation procedures.
Robbery/Hold-up reporting.
Emergency procedures.

D.4.6. Toll Collection Administration

This section of the Toll Collection and Operations Plan must include the procedures employed and followed with regard to the collection of tolls; the operations utilized within the counting room and the Safe; the facility protocol during armored car service; and all other administrative duties associated with tolls. The Plan must address, without limitation, the following procedures, at a minimum:

- General items of responsibility.
- Non-revenue vehicles.
- Vehicle verification.
- Insufficient fund collection and balanced due.
- Violation reporting.
- Cash handling monitoring.
- Depository procedures.
- Facility lock-down procedure for armored car transfers.
- Drawer reconciliation.
- Electronic toll collection (if and when implemented).
- TCS System training and operation.
- Customer service reconciliation.
- Security.
D.4.7. **Toll Accounting**

This section of the Toll Collection and Operations Plan must include the procedures employed and followed with the accounting and reconciliation of the tolls. The Plan must address, without limitation, the following procedures, at a minimum:

- Vehicle verification.
- Traffic volume, type and time reconciliation and reports.
- Non-revenue vehicle account.
- Vehicle verification.
- Banking errors.
- Audits.
- Funds reconciliation.
- Cost accounting.
- Deposit preparations and verification.
- TCS System operations and report generation.

D.4.8. **Toll Incident Events**

This section of the Toll Collection Plan must include procedures for addressing events and incidents associated with toll collections. The Plan must address, without limitation, the following procedures, at a minimum:

- Unusual occurrences.
- Disable vehicles
- Lane accidents.
- Vehicle collisions.
- Lane run-through/violation procedures.
- Robbery/Hold-ups.
- Drunk drivers.
- Road rage.
- Emergency procedures.

**E. SNOW AND ICE CONTROL PLAN**

**E.1. Definitions**

**Anti-icer:** A chemical freezing point depressor, used to prevent the formation of frost, snow or ice on a driving surface.
ATDs (Automatic Traction Devices): Equipment installed on some vehicles that are driver-deployed to improve the traction of the vehicle in adverse conditions.

Bare Pavement: A condition under which the entire driving surface has been cleared of loose snow and ice. The driving surface may have isolated patches of ice, snow or slush that, when treated with chemicals or abrasives or a combination of these, may be negotiated safely by the average driver at reduced speed.

Consulting Meteorologist: Contract service that provides periodic, frequent, and specific weather forecasts, and predictions, for use by the Concessionaire in order to determine the need for and locations of pre-positioned staff and equipment.

Deicer: Any one of several common freezing point depressors, such as salt (sodium chloride), CMA (calcium magnesium acetate), liquid potassium acetate, and liquid magnesium chloride. Deicers are used to melt already formed frost, snow or ice, and reduce the temperature whereby reformation can occur.

Driving Surface: The traveled way of the Skyway, consisting of all mainline roadway lanes and the entire width of all ramps. For the purpose of snow and ice control, the shoulders, medians, and curb and gutters of the Skyway mainline and ramps will not be counted as driving surface, but must be cleared as the next priority. This definition does not relieve the Concessionaire of any responsibility from insufficient or incomplete snow and ice control of any level surfaces adjoining the normal Skyway traveled way that can be encroached upon by an errant vehicle.

Maximum Accumulation: The maximum thickness of ice and/or new snowfall that will be permitted to temporarily build up on the driving surface before the next required snowplow pass. The maximum accumulation does not pertain to the depth of ice and/or snow that falls, blows or is plowed onto the shoulders or median of the Skyway mainline.

Pack: Refers to a temporary build-up of ice and/or snow on the driving surface, which accumulates between plowings due to continuing snowfall, blowing snow, etc.

RWIS (Road Weather Information System): An installed system of weather and pavement sensors that is used to monitor conditions at remote locations. Some RWIS can use historical data previously gathered to predict local weather as a decision making tool for maintenance and construction operations.

Snow Plow: A truck or vehicle that has been equipped with plow blade(s) device(s), deicing device(s), lights, radio and related features, that is acceptable to operate on the Skyway to plow snow and ice and spread deicers.

E.2. References

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:

- "Guide for Snow and Ice Control", AASHTO.
- "SHRP-H-320: Snow Fence Guide", FHWA.
- "Manual of Practice for an Effective Anti-Icing Program", FHWA.
- "SHRP-H-381: Design Guidelines for the Control of Blowing and Drifting Snow", FHWA.
E.3. Policy for Snow and Ice Control Plan

E.3.1. Objective

The objective of Snow and Ice Control operations is to ensure the expeditious removal and control of snow and ice in order to best facilitate traffic movement during and following inclement winter weather, and to best utilize resources to safeguard Skyway users. The Concessionaire must prepare and annually update its Snow and Ice Control Plan as outlined herein.

The Concessionaire must perform all snow plowing, removal and ice control work within the Lands of the Skyway. Snow and Ice Control tasks include, but are not limited to, the following general items of work:

- Snow Plowing.
- Snow removal operations.
- Salt and deicer chemical application.
- Ice control and drift control.
- Snow and ice response planning.
- Public and agency communication program.

E.3.2. Responsibility of Concessionaire

A Snow and Ice Control Plan (SICP) must be developed, written and carried out by the Concessionaire, containing detailed operational procedures for performing the Snow and Ice Control work outlined in this Chapter. The SICP must comply with all applicable City, State and Federal laws, codes and regulations governing the operation of snow removal equipment on public highways, the requirements specified herein, and the unique needs of the Skyway.

The Concessionaire must annually update and submit the SICP prior to July 30 each year, and must incorporate any changes in strategy, equipment levels, etc. designed to rectify shortcomings in the Concessionaire’s snow and ice removal operations during the winter season just ended.

The Concessionaire must assign a Snow and Ice Control Supervisor who will plan the equipment and staffing needs for each upcoming storm event, make all advance preparations, supervise the handling of each incident, and communicate information to the public, the press, the City, outside agencies, and internal personnel. The Concessionaire is also responsible for managing its efforts associated with providing all
the required resources, stockpiling salt and deicing chemicals, pre-positioning equipment, and establishing transportation to designated removed snow areas, in order that the Snow and Ice Control work will be handled on a proactive, rather than a reactive basis.

This Chapter includes a general outline of the proposed Plan. This outline is intended only to provide guidance in the preparation of the Concessionaire's Plan and must be modified, revised or changed, as appropriate, to address specific issues, needs or concerns related to the Skyway that develop over time.

E.3.3. Performance Time Frames

The following table establishes the minimum frequency that the Snow and Ice Control Plan is to be written and updated by the Concessionaire, submitted to the City, and approved by the City.

<table>
<thead>
<tr>
<th>Plan</th>
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<tbody>
<tr>
<td>Snow and Ice Control Plan</td>
<td>Once Yearly</td>
</tr>
</tbody>
</table>

E.3.4. Acceptance Criteria

The Snow and Ice Control Plan will be considered acceptable for a particular year when the Plan has been written and updated by the Concessionaire, submitted to the City, and approved by the City.

In addition, the Operational Parameters set forth in the following table must be met or exceeded, and must be addressed in the SICP for the snow and ice work and Plan to be considered acceptable.

<table>
<thead>
<tr>
<th>Operational Parameter</th>
<th>Maximum Time Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum allowable driving lane accumulation</td>
<td>1-1/2&quot; (1.5 inches)</td>
</tr>
<tr>
<td>Maximum reaction time until first full snowplow pass</td>
<td>1 Hour</td>
</tr>
<tr>
<td>Maximum allowable driving lane snow pack time</td>
<td>1 Hour</td>
</tr>
<tr>
<td>Maximum time to bare-pavement condition after storm end</td>
<td>4 Hours</td>
</tr>
<tr>
<td>Maximum time to bare-shoulder condition after storm end</td>
<td>8 Hours</td>
</tr>
</tbody>
</table>
E.4. Snow and Ice Control Plan Preparation Requirements

The following is a general outline of the Concessionaire's responsibilities that should be included and addressed when creating the Snow and Ice Control Plan. The outline is not intended to be all-inclusive, but rather, contains the minimum items that should be included and addressed in the Snow and Ice Control Plan.

The Snow and Ice Control Plan must include provisions for annual and periodic updates, training and supervision of staff and adherence to all policies and procedures.

E.4.1. Introduction

This section briefly introduces the need and purpose of the SICP, and sets out the overall goals and objectives of the Snow and Ice Control operations. The introduction should discuss the duties and responsibilities of the Snow and Ice Control Supervisor and that person's role in the implementation and maintenance of the Plan.

The introduction should refer to the methodology used to develop and implement the SICP, and refer to specific agency reference guides and manuals as applicable.

E.4.2. Advance Preparation Procedures

This section of the SICP is to address the specific preparedness procedures that the Concessionaire undertakes in advance of each winter season. It is to contain, at a minimum, the following:

- A storm monitoring, watch and "on-call" procedure so that assigned personnel are monitoring information regarding developing snow and ice storms on a 24 hour a day basis, beginning on the last Sunday in October and continuing without interruption to the third Sunday in April.
- An organizational chart showing the titles and duties of all of the Concessionaire's staff who will be responsible for advance preparations for Snow and Ice Control work, as well as operations following commencement of a storm event.
- The Concessionaire's preparation and equipment assembly activities before the winter storm season, with maps showing where equipment, staff and stockpiles will be pre-positioned.
- Complete list of available equipment and appurtenances, and the primary assignment during and following a storm event.
- Minimum inventories of de-icing chemicals and snow fencing.
- Locations, directions and capacities of designated snow storage areas.
- Priorities for assignment (i.e. bridge decks, ramps, shoulders, plaza area, etc.).
E.4.3. Call-Out Procedures

This section of the SICP is to address the specific procedures that will be followed each time the Concessionaire must mobilize work forces in response to winter storm or frost warnings. The Call-Out Procedure section is to contain, at a minimum, the following:

- The anticipated outside coordination to be undertaken when scoping the initial call-out, including obtaining frost warnings and notifications or advice from a weather consultant, IDOT, or other agency staff.

- The steps by which the Snow and Ice Control Supervisor will perform a call-out of staff and resources following the receipt of a storm or frost warning.

- The methodology by which the Snow and Ice Control Supervisor will evaluate the need and scope of the call-out in order to ensure that the appropriate amount of equipment, adequately loaded and staffed, is assigned and pre-staged to the upcoming snow and ice control effort in order to furnish the required service levels.

- The specific factors evaluated when determining the appropriate level and scope of snow removal crew “call-out” for each anticipated storm, including the following, as applicable:
  - Anticipated accumulation, duration and winds forecasted for the event.
  - Anticipated travel volume demand during typical or actual snow storm events.
  - Congestion and traffic delay resulting from insufficient snowplowing and hazardous conditions, and the resulting impact of delays.
  - Skyway user safety.
  - Public interest and concern as expressed in complaints, letters, etc.
  - Environmental considerations.

- The titles and duties of supervisory personnel to be contacted in the call-out, and the data to be transmitted during such contact including storm/frost warnings, operational procedures, the required response time for affected work groups to report in, etc.

- The outside contacts such as IDOT, the City, the Chicago Police Department, the Indiana Toll Road, etc. who will be notified of each call-out.

- The means by which the Concessionaire shall document the call-out in a snow storm/frost warning folder for each storm, which must consist of:
  - Weather consultant’s warning, if applicable.
  - Procedural instructions.
  - Supervisory Personnel Call-Out Sheet.
  - City notification and Road Conditions Report.
  - Storm Data Report.
  - Press Release (when required).
E.4.4. *Response Protocol*

This section of the SICP is to address the series of pre-planned activities that will be performed in response to each forecasted winter storm or frost event, as may be modified by specific instructions transmitted during each call-out. This section is to contain, at a minimum, the following:

- The Concessionaire's methodology for ensuring that all snow removal personnel have been alerted and given specific assignments during the call-out.
- The incident response steps and general timetable.
- Equipment cycling, reloading, downtime, overhaul and related factors.
- The methods and procedures that the Concessionaire's Snow and Ice Control operations will employ to furnish continuous efforts during and after each storm until all driving surfaces of ramps, mainline pavements and bridge decks are clear and free of snow or ice, and the shoulders are in usable condition.
- The measures by which Snow and Ice Control operations will promptly remove snow and ice from bridge decks and from any hazard areas identified by the Concessionaire, such as lanes adjacent to walls or guardrail where ramping and drifting may occur.
- The procedures by which the Concessionaire will maintain contact with the Control Tower Operator and snow removal crews, and how communications will be used to track the progress of all work efforts, promptly deal with any significant problems, and make any adjustments to work assignments, staff levels, operating frequencies, and the like as judgment demands, in order to satisfactorily remove snow and ice.
- The measures to be taken by the Snow and Ice Control Supervisor to maintain communications throughout each snow and ice control operation in consultation with the IDOT District 1 Operations Center, the City, the Indiana Toll Road, and other agencies regarding severe weather forecasts, the impacts on congestion and travel times, the success of each snow removal response, and other items of mutual interest.
- The method for the Concessionaire's designated spokesperson(s) to furnish information to journalists or reporters, including Skyway travel reports, bulletins, delay estimates, and the like. The spokesperson(s) must comply with requests for verbal reports or estimates regarding travel times, pavement condition, accidents, icy or hazardous areas, and the like to assist reporters to accurately report news, issue bulletins and advisories, and in general inform commuters and the public about regional travel problems.
- The method for the Concessionaire's designated spokesperson(s) to furnish information to Skyway users and inquiring members of the public, including reports on Skyway conditions during inclement weather, daily snowfall, depth of pack, period of storm, and related matters of public interest.
E.4.5. Operational Requirements

This section of the SICP is to discuss the requirements to be implemented by Snow and Ice Control crews, and the operational adjustments that may be required in response to changing situations during each incident. This section is to contain, at a minimum, the following:

- The Concessionaire's priority during winter storms must be snow removal and ice control in order to best protect traffic safety and preserve the mobility of motorists. The Concessionaire must provide a commitment statement and assurance that every effort will be made to keep the Skyway open to traffic at all times.

- The actions to be taken if the Skyway becomes blocked due to severe drifting, stalled traffic, or other winter hazards.

- The Plan must specify the authority of the CPD to order the Concessionaire to halt traffic and implement temporary road closures when conditions and situations warrant preserving public safety.

- The communication protocol that will be undertaken with outside agencies, Skyway users, etc. whenever it is decided to close the road. The Plan must list all the contact and notification agencies anticipated by the Concessionaire, including IDOT, the City, the CPD, the Indiana State Police, road user agencies, news media, the Illinois Emergency Management Agency, the Office of Public Affairs, etc. (See also Volume II, Operations & Procedures Manual, Chapter I, "Emergency Management and Operations Plan").

- The methods of how bare-pavement objectives will be met, with specific detail regarding hauling of snow to designated snow storage areas (when necessary), work to open drains covered by snow and ice, mechanical and manual salt application, and the use of solid and/or liquid solution deicing agents.

- The procedures that the Concessionaire will employ to the Snow and Ice Control operations which will allow adjustment and fine-tuning during each incident to address any response shortcomings, customer complaints, identified safety issues, and other problems that arise.

- An operation plan for applying sufficient deicer chemicals to bridge decks at the beginning of a storm in order to deter bonding and build-up of pack, and the conditions under which regular plowing and salt spreading on treated decks would resume in order to remove accumulations and restore bare-pavement surface conditions as soon as possible.

- A plan for scheduling special patrols for the detection and correction of slippery conditions whenever freezing conditions are anticipated. Particular attention must be paid to ramps, curves, large grades and problem locations such as shaded areas and bridge decks.
• Full details of the methodology for applying deicing chemicals to the Skyway pavements and bridge decks, including the following:
  o Application of deicing chemicals in advance of a storm to prevent the formation of frost or ice films.
  o Successive applications of deicing chemicals during a storm to weaken or prevent bonding between the snow pack and road surface.
  o Application of chemicals and deicers by snow plowing trucks to increase driver traction and melt new snow that falls.
  o Measures to limit the applied deicing agents to the minimum amount necessary for effective Snow and Ice Control, because of potentially detrimental effects of deicing agents to vegetation, water quality and corrosion of metal.
  o The protocol to be followed when switching between alternative deicers.
  o Measures by which surveillance of the plowed-off or melted snow will be maintained, to ensure that any freezing on the shoulders and pavement is promptly dealt with before it creates a hazard.

E.4.6. Training

This section of the SICP is to discuss the means by which the Concessionaire will identify the annual training requirements for personnel involved in snow and ice control efforts, how such training will be obtained, how snow removal crew persons will be certified, and when refresher training will be occur.

E.4.7. Record Keeping

This section of the SICP is to discuss the need for the Concessionaire to maintain accurate records of the locations and quantities where salt and other deicers are stored and used. The Concessionaire must log and analyze the amounts, locations and application rates of deicers used on the Skyway in order to obtain acceptable results from its snow and ice control efforts.

This section is also to track the use of, and comment upon the effectiveness of, alternate snow and ice control chemicals, deicers, and other types of deicing systems.

E.4.8. Environment

This section of the SICP is to discuss the means by which the Concessionaire intends to investigate potentially environmentally sensitive areas that have been identified as directly or indirectly receiving salts and other deicing chemicals. It is to contain, at a minimum, the following:

• Identification of areas that are potentially environmentally sensitive, including landscaped areas and bodies of water.
• The coordination undertaken to seek a determination from the respective governing agencies whether the identified areas may receive the anticipated contaminated discharges, or if mitigation of some form is required.

• The commitments or agreements reached to perform mitigation, control or other strategies, as required, in order to comply with governing agency requirements and restrictions.

E.4.9. Salt and Deicing Chemical Storage

This section of the SICP must outline the Concessionaire’s procedures and requirements for stockpiling of chemicals and materials used in snow and ice control operations, including the following:

• The location of all Skyway or additional lands or sites utilized for stockpiling, staging or cycling materials.

• A commitment that all deicing chemicals are stored in compliance with the National Pollutant Discharge Elimination System (NPDES) standards, in order to prevent any pollution or contamination of local waters by toxins or chemicals.

E.4.10. Equipment

This section of the SCIP must address the following points concerning equipment to be employed for snow removal tasks within the Skyway Land:

• The number, classifications and types of vehicles to be used in the Snow and Ice Control operations.

• The types, models, etc. of the devices applied, attached and furnished with each piece of equipment that applies and distributes deicing chemicals.

• The types, models, etc. of the Two-Way radios and other communication equipment installed in all snow removal equipment.

• The type, model, number, location, etc. of all warning and safety devices attached or furnished with Snow and Ice Control equipment, and assurance that all devices conform to all applicable laws and ordinances.

• The snow removal equipment demarcation which must include the name, logo and contact phone number of the Concessionaire’s organization or operating entity formed to manage the Skyway Concession, as appropriate.

• The Concessionaire’s methods to ensure that all equipment furnished by outside Contractors for use on the Skyway fully complies with the requirements of the SICP.

• The procedures employed to calibrate equipment used to apply deicing chemicals or abrasives.
F. FACILITIES OPERATIONS PLAN

F.1. Definitions

Electrical Systems: Systems, elements and components that are contained in Facilities, and which supply, distribute and function by the use of electricity. These systems include, but are not limited to: substations, meters, wiring, service panels, individual circuits, generators, transformers, lighting, motor control units, back-up generators and systems, emergency lighting, etc.

Facility: The Skyway buildings, houses, and garages that contain administrative, support and logistical services; and the equipment, components, elements and systems that are housed within each such location.

Fire Protection Systems: Systems, elements and components that are intended to assist in the prevention and suppression of fire. These systems include, but are not limited to fire extinguishers, exit signage, fire alarms, sprinkler systems, heat sensors, smoke detectors, etc.

Life Safety Systems: Systems, elements and components that are contained in Facilities, and which promote health, safety, and life preservation. These systems include, but are not limited to communication systems; security systems; fire suppression and prevention systems; and medical attention stations; etc.

Mechanical Systems: Systems, elements and components that are contained in Facilities and which supply and distribute ventilation and climate control. These systems include, but are not limited to HVAC systems and components, thermostats, boilers, combustion chambers, dampers, heat exchangers, furnaces, air handling units, fresh air intakes, ductwork, return fans, zone dampers, exhaust fans, chillers/condensers, pumps, etc.

Plumbing Systems: Systems, elements and components that are contained in Facilities, and which supply, distribute and provide potable water, or dispose of wastewater. These systems include, but are not limited to valves, piping, water heaters, water storage tanks, faucets, toilets, sinks, showers, booster pumps, ejector pumps, sanitary piping, hot/cold water piping, etc.

Security Systems: Systems, elements and components which promote safety and security of the people and facilities from outside parties. These systems include, but are not limited to alarms, cameras, monitor stations, intercoms and radios, access control, etc.

F.2. References

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:

- "National Fire Codes", NFPA.
- "National Electrical Code", NFPA.
• "National Plumbing Code, ANSI.
• "Uniform Plumbing Code", WPOA.
• "Uniform Heating and Cooling Code", WPOA.
• "Boiler and Unfired Pressure Vessel Code, ASME.
• "Chimneys, Fireplaces and Vents Code", NFPA.
• Americans with Disabilities Act", U.S. Department of Justice.
• Occupational Health and Safety Act (OSHA) Guidelines
• OSHA Publications List via Catalog or Website, OSHA (Website: http://www.osha.gov/pls/publications/pubindex.html).
• National Standards, Specifications and Regulations as applicable, from the following organizations:
  o National Electrical Manufacturers Association (NEMA).
  o American Waterworks Association (AWWA).
  o American National Standards Institute (ANSI).
  o American Society for Testing and Materials (ASTM).
  o Federal Communications Commission (FCC). Underwriters Laboratory (UL).
  o Underwriters Laboratory (UL).
• Original Equipment Manufacturer's (OEM) specifications, Maintenance Manuals, Handbooks, Procedures Guides, etc. as applicable for all installed equipment, systems and components.

F.3. Policy for Facilities Operations Plan

F.3.1. Objective

The objective of the Facility Operations Plan is to ensure that the Concessionaire has established and is implementing predetermined processes and procedures in order to sustain the planned, organized and continuous operation of the Facilities within the Skyway Land. The operation of the Facilities includes the tasks aimed at supervising and organizing, as well as the short-term and long-term tactical and strategic needs of each Facility and its components. Meeting and performing these objectives, expressed through a written Plan, will ensure that the Facilities remain safe, habitable, efficient and productive in their function of supporting the operation of the Skyway.
F.3.2. **Responsibility of Concessionaire**

The Facilities Operations Plan is a document to be written, developed and carried out by the Concessionaire, and must be consistent with all applicable Local, State and Federal laws, codes and requirements governing the operations of Facilities, and their components and systems. The Plan is to be updated and submitted annually and must receive approval by the City of Chicago.

The Plan must address the operation of the following Facilities, and all future Facilities, in their support of the Skyway:

- Skyway Main Operations Building.
- 100th Street Pump House.
- 83rd Street Garage.

The Plan must address how the Concessionaire will operate the following systems, and how the continual operation impacts the function of the Skyway:

- Operation of Facilities used for toll collection work.
- Operation of Facilities used for administration, security, and public access.
- Operation of all systems dedicated to supporting the Facilities themselves including: Life Safety, Mechanical, Utility, Plumbing, Electrical, Communication, Emergency, Fire, etc.

Given that the Skyway is operational 24 hour-a-day, every day of the year, the continual and efficient operation of the Facilities and the systems that support the Skyway cannot be compromised. The primary goal in preparing the Facilities Operations Plan must be the management of Facilities operations in a manner that minimizes deterioration and unforeseen breakdowns of the Facilities. The Plan is intended to address the Concessionaire’s efforts to manage its Facilities operations, and must reflect the need for maintenance; advance planning for upgrading or replacement of systems; positioning and maintaining backup or auxiliary equipment; performing timely replacements of unreliable equipment; and anticipating staffing needs to support Facilities operations in order that the Facilities will continually support all vital Skyway operations.

This Chapter includes a general outline of the proposed Plan. This outline is intended only to provide guidance in the preparation of the Concessionaire’s Plan and must be modified, revised or changed, as appropriate, to address specific issues, needs or concerns related to the Skyway that develop over time.

F.3.3. **Performance Time Frames**

The following table establishes the minimum frequency that the Facilities Operations Plan is to be written and updated by the Concessionaire, submitted to the City, and approved by the City.
<table>
<thead>
<tr>
<th>Plan</th>
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<tbody>
<tr>
<td>Facilities Operations Plan</td>
<td>Once Yearly</td>
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</tbody>
</table>

F.3.4. **Acceptance Criteria**

The Facilities Operations Plan will be considered acceptable for a particular year when the Plan has been written and updated by the Concessionaire, submitted to the City, and approved by the City.

F.4. **Facilities Operations Plan Preparation Requirements**

The following is a general outline of the Concessionaire's responsibilities that should be included and addressed when creating the Facilities Operations Plan. The outline is not intended to be all-inclusive, but rather, contains the minimum items that should be included and addressed in the Facilities Operations Plan.

The Facilities Operations Plan must include provisions for annual and periodic updates, training and supervision of staff and adherence to all policies and procedures.

F.4.1. **Introduction**

This section should briefly introduce the purpose of the Facilities Operations Plan, and set out the overall goals and objectives of the Plan. The introduction should discuss the titles, functions, roles, duties and responsibilities of the each person that the Concessionaire identifies as being involved with the operation of systems within the Skyway Facilities.

F.4.2. **Operational integrity – Life Safety Systems**

The continual operation and integrity of the Life Safety Systems within each Facility is essential to both the staff of the Concessionaire and the Skyway users. These systems provide the safety, communication, and life preserving components that must be operated for the Skyway to function as intended.

This section of the Plan must address the operational procedures and polices employed by the Concessionaire to ensure that these systems constantly remain functional; are tested on an established schedule; are evaluated for functionality and operation; and perform as designed and intended. This section of the Plan must include the following subsections, at a minimum:

- Communication Systems
  - Intercoms
  - Telephones
  - Radios
  - Mobile Communications
• Security Systems
  o Access Control
  o Video Surveillance
  o Stations and Personnel
  o Alarms
  o Coordination with the CPD
  o Security Sweeps

• Fire Suppression and Precaution Systems
  o Fire Alarms
  o Sprinkler Systems
  o Heat Sensors
  o Smoke Detectors
  o Carbon Monoxide Detectors

• Medical Attention Stations
  o First Aid Stations
  o Emergency Call Buttons

F.4.3. Operational Integrity – Energy Distribution

In order for the Facilities within the Skyway Land to continually operate at their peak efficiency, the distribution of energy both to and from components must be provided. The function, integrity, continual supply, and efficient distribution of energy to and from various systems and targets directly impacts their operation as individual units, as well as to the Skyway as a whole.

This section of the Plan must address the procedures and polices employed by the Concessionaire to ensure that the energy distribution systems remain fully operational at all times. The Plan must also address the Concessionaire’s plan for enhancing reliability, providing redundancy in depth, arranging for backup equipment, staff, power, etc., and any other action required in order to safeguard continuous operations.

This section of the Plan must include the following subsections, at a minimum:

• Electrical Supply
  o Substation Level
  o Panel Level
  o Circuit Level
  o Back-up Systems
  o Lighting
  o Emergency Lighting
  o Motor Control Units
• Mechanical Systems
  o Heating, Ventilation, and Air Condition (HVAC) Systems
  o Plumbing Systems

• Computer Systems
  o Uninterruptible Power Supply (UPS)
  o Servers
  o Redundancy in depth Measures

• Life Safety Systems

• Coordination and Agreements with Utility Companies/Agencies
  o Electrical
  o Phone
  o Natural Gas
  o Water
  o Sanitary

F.4.4. System Operational Management

The Facilities within the Skyway Land contain numerous and unique systems that either support the Facility in which they are located, or provide resources to other portions or sections of the Skyway. These systems, their continual function, and the management of these systems are essential to the daily and critical operations of the Skyway.

This section of the Plan must address, describe and outline the methods and procedures that the Concessionaire will employ in the operation and management of the Facility systems. This section of the Plan must include, the following subsections concerning the various systems within the Facilities at a minimum:

• Electrical Systems
  o Substations
  o UPS
  o Back-up Systems

• Mechanical Systems
  o HVAC
  o Plumbing
  o Pumping Systems

• Life Safety Systems

• Computer Systems
  o Toll Collection System (TCS)
  o Servers

• Shop Equipment
F.4.5. Occupancy Management

This section of the Plan must address the procedures employed by the Concessionaire in managing and operating the physical occupants within each Facility. This section will need to discuss at a minimum, space programming; health, safety and environment standards; emergency evacuation; and the function of each defined role of those responsible in the operation of the Facilities.

F.4.6. Vendor Management

This section of the Plan must briefly list the names of vendors, their roles, and their responsibilities if they perform work with or operate systems in the Facilities.

F.4.7. Licenses, Fees and Permits

This section of the Plan must briefly explain the process by which all required licenses, fees and permits will be obtained by the Concessionaire for the operation of all systems and equipment in the Facilities of the Skyway; and must certify that all such permits and licenses are current.

G. TRAFFIC & TRAVEL MANAGEMENT PLAN

G.1. Definitions

Average Annual Daily Traffic (AADT): The total volume of traffic passing a point on a highway, in both directions, for one year, divided by the number of days in the year.

Average Daily Traffic (ADT): The average 24-hour volume of traffic, that being the total volume of traffic during a stated period divided by the number of days in that period.

Capacity: The maximum number of vehicles that can pass over a given section of roadway in one or both directions during a given period of time under prevailing roadway and traffic conditions.

Closed-Circuit Television (CCTV): The video camera system used to provide surveillance of the roadway system.

Dynamic Message Signs (DMS): Signs that use electronics or mechanics to vary a visual word, number or symbolic display as traffic conditions warrant.

Highway Advisory Radio (HAR): A low-powered radio (generally AM) station devoted to presenting travel-related information to the public.

Incident Detection Algorithm: Computer software developed to automatically identify incidents on the basis of field data received from detection equipment.

Inductive Loop Detector: A coil of cable embedded in the pavement surface that creates a magnetic field. The vehicle is detected when the magnetic field is disturbed.
Maintenance of Traffic (MOT): A plan for handling traffic through a work zone MOT plan may range in scope depending on the complexity of a project and re traffic interference.

Peak Hour: That hour during which the maximum amount of travel occurs.

Peak Period: The period during which traffic levels rise from their normal back levels to maximum levels.

Queue: A line of waiting vehicles.

Real-Time Expert System: Software that provides decision support for open personnel.

Volume: The number of vehicles passing a given point over a period of time.

Work Zone: An area of a highway in which maintenance and/or construction oper are taking place which may impinge on the number of lanes available to moving tr affect the operational characteristics of traffic flowing through the area.

G.2. References

All stated references must be the most current version, or the document known to succeeded or replaced the original stated herein:

- "Highway Capacity Manual", TRB.
- "Quality Standard for Work Zone Traffic Control Devices", IDOT.
- "Traffic Engineering Handbook", ITE.
- "Manual on Uniform Traffic Control Devices (MUTCD)", FHWA.
- "Illinois Supplement to the National Manual on Uniform Traffic Control De IDOT.
- "A Policy on Geometric Design of Highways and Streets", AASHTO.
- "Standard Specifications for Road and Bridge Construction", IDOT.
- "Supplemental Specifications and Recurring Special Provisions", IDOT.
• "Highway Standards", IDOT.
• "Standard Highway Signs", FHWA & IDOT.
• "Illinois Highway Information System - Roadway Information and Procedure Manual", IDOT.

G.3. Policy for Traffic and Travel Management Plan

G.3.1. Objective

The objective of the Traffic and Travel Management Plan is to ensure that the Concessionaire has considered and created processes, procedures and standards to manage traffic and travel throughout the Skyway in order to combat congestion and its damaging effects, including driver delay, inconvenience and frustration, reduced safety, and deteriorated air quality.

Another critical objective of the Traffic and Travel Management Plan must be to create protocols and procedures that need to be taken to quickly identify where congestion is likely to occur and to devise a series of operational plans to prevent delays from occurring, whether they are caused by normal day-to-day operations, maintenance operations, construction operations, and/or emergency operations.

G.3.2. Responsibility of Concessionaire

The Traffic and Travel Management Plan is a document to be developed, written and carried out by the Concessionaire, and must be consistent with all applicable Local, State and Federal laws, codes and requirements governing traffic management practices and traffic control policies. The Plan is to be updated and submitted annually and must receive approval from the City of Chicago, and all other governing authorities, as appropriate.

The Plan must address how the Concessionaire will incorporate the following concepts in order to operate the Skyway at peak efficiency:

• Active management and monitoring of the decision-support systems.
• Active management operations and functions.
• Actions taken beyond the capabilities of the automated actions of the computer systems, such as communication with field personnel, emergency responders, and other/adjacent operating agencies.

The Concessionaire must understand that the Plan must not only address the effective technologies and deployment of systems, but also address the needs of the available staff trained to monitor and control the systems. In addition, the Plan must illustrate how the management systems function, and how they can be adjusted so that the Skyway can continually operate at peak efficiency.

This Chapter includes a general outline of the proposed Plan. This outline is intended only to provide guidance in the preparation of the Concessionaire’s Plan and must be modified, revised or changed, as appropriate, to address specific issues, needs or concerns related to the Skyway that develop over time.
G.3.3. Performance Time Frames

The following table establishes the minimum frequency that the Traffic and Travel Management Plan is to be written and updated by the Concessionaire, submitted to the City, and approved by the City.

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</thead>
<tbody>
<tr>
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</tbody>
</table>

G.3.4. Acceptance Criteria

The Traffic and Travel Management Plan will be considered acceptable for a particular year when the Plan has been written and updated by the Concessionaire, submitted to the City, and approved by the City.

G.4. Traffic and Travel Management Plan Preparation Requirements

The following is a general outline of the Concessionaire's responsibilities that should be included and addressed when creating the Traffic and Travel Management Plan. The outline is not intended to be all-inclusive, but rather, contains the minimum items that should be included and addressed in the Traffic and Travel Management Plan.

The Traffic and Travel Management Plan must include provisions for annual and periodic updates, training and supervision of staff and adherence to all policies and procedures.

G.4.1. Introduction

This section should briefly introduce the purpose of the Traffic and Travel Management Plan, and set out the overall goals and objectives of the Plan. The introduction should discuss the title, functions, roles, duties and responsibilities of each person that the Concessionaire identifies as being involved with traffic and travel control and management.

G.4.2. Functional Management

This section of the Plan must address the strategies, activities, responsibilities, requirements and procedures that the Concessionaire will implement for traffic control and travel management operational functions.
Traffic control and travel management functions for the Skyway will be comprised of several subsystems, procedures, responsibilities and protocols that will need to interface with each other to accomplish the objectives stated above. The Plan must address each of these components and discuss how they will interface with one another, and how their functional characteristics enhance the safe and efficient movement of traffic through the Skyway.

This section of the Plan must including the following subsections, at a minimum:

G.4.2.1. Staffing

This section of the Plan must include descriptions, titles, responsibilities and roles each person involved with traffic control and travel management will play. The Concessionaire must identify essential personnel, the call-up protocol, and the measures employed to keep the Skyway performing at its peak efficiency.

G.4.2.2. Training

This section of the Plan must include the specific programs that the Concessionaire has implemented to train, re-train and advance the staff assigned to traffic control and travel management.

G.4.2.3. Monitoring Procedures

This section of the Plan must include the procedures implemented by the Concessionaire to monitor the decision-support and surveillance systems; to monitor the information obtained from multi-agency operations; and to monitor the information obtained from Skyway users, or other tools, communications and means.

G.4.2.4. Tower Management

This section of the Plan must address the operational requirements and functions of the Tower and management within the Tower. All traffic control and travel management should be coordinated through the efforts and communications via the Tower functions, its tools, and its management.

The Plan should include Tower operational procedures to address items essential to the operations of the Tower and the Skyway, including but not limited to lane scheduling; traffic congestion management; traffic monitoring; toll collection activities; accident management; disabled vehicle management; construction and maintenance travel management, etc. The Tower must be operated at all times, 24-hours per day, 7 days per week.
G.4.2.5. Traffic Control Supervision

This section of the Plan must include procedures and responsibilities that the Concessionaire will establish for the supervision and decision making associated with the Skyway traffic control and travel management. The Plan must address the authority that the Traffic Control Supervisor will possess and the procedures that have been established.

The Plan must include the following items when addressing traffic control supervision, at a minimum:

- Contacts and communication with local and state law enforcement, fire and emergency service agencies.
- Field checking locations and placements of signs and traffic control devices before any work begins, and as it progresses.
- Providing sufficient surveillance of signs, barricades and other traffic control devices and systems, and establishing procedures to ensure that these elements are inspected and properly functioning every calendar day.
- Directing revisions to work zone traffic control plans to meet field and weather conditions for traffic control to operate as intended.
- Directing and monitoring all project flaggers.

G.4.2.6. Records and Data Management

This section of the Plan must include processes and procedures for obtaining accurate traffic data for the Skyway via the Toll Collection System (TCS) or by other means. The traffic data should include, at a minimum, a record of traffic by direction of travel, type of vehicle as classified by number of axles, and time of day for all vehicles traveling though toll plazas.

This section of the Plan must also include procedures and frequencies for the collection of traffic data at entrance and exit ramps within the Skyway Land.

G.4.2.7. Traffic Analysis

This section of the Plan must include procedures and frequencies for performing traffic analyses for all sections and portions of the Skyway. Traffic data should be analyzed to determine if operational improvements are required to accommodate changes in traffic volumes or patterns. Particular attention must be paid to toll and ramp queue lengths in order to determine the maximum length and the duration of such queues, and if the mainline traffic flow is impacted.
G.4.2.8. Traffic Alleviation Plans and Procedures

This section of the Plan must address the development and content of the standards, details, communication tree, responsibilities and functions required when implementing each specific traffic alleviation procedure.

The Concessionaire must always keep in mind that the goals and objective of managing the Skyway including the following:

- The reduction of congestion impacts and occurrences.
- To maximize operational safety for Skyway users and the public.
- Ensure the efficient and pleasant passage of traffic through the Skyway.
- To provide Skyway users accurate and necessary information to aid in making effective use of traveling within the Skyway Land.

G.4.2.9. Information Dissemination

This section of the Plan must include descriptions and procedures for the accurate dissemination of necessary, essential and real-time information concerning traffic to Skyway users, the City, the public, the community, multi-agencies, and to Local, State and Federal agencies.

G.4.2.10. Cooperation with Chicago Police Department

This section of the Plan must include the practices that are being employed to coordinate enforcement of traffic safety issues with the Chicago Police Department.

G.4.3. Decision-Support Systems

Decision-support systems are tools that function by obtaining, analyzing, organizing and presenting information obtained from a variety of sources in order to assist the Concessionaire in making effective and sound traffic control and travel management decisions.

This section of the Plan must address the functions, operations, and procedures utilized by the Concessionaire when employing these types of systems with traffic control and travel management information. The Plan must also address how these systems will be coordinated, the control strategies of each system, the operational strategies of each system, and the identification techniques utilized.

This section of the Plan must including the following subsections, at a minimum:
G.4.3.1. Toll Collection System (TCS)

The Toll Collections System has the ability to store traffic data by time, toll lane, vehicle class, etc. since it is used as a verification system in conjunction with the toll payment process. This system is an extremely valuable tool that can be utilized to analyze the peak hour, peak period traffic, AADT, ADT, etc. The Plan must address how this information and its support functions and algorithms are utilized by the Concessionaire in traffic control and travel management.

This section of the Plan must also include the procedures and process the TCS will utilize in developing historical traffic count databases, and how databases, along with real-time counts can be applied in the Concessionaire’s traffic control and travel management functional decision making processes.

G.4.3.2. Communications Systems

Communication systems are another effective tool that can assist the Concessionaire in the decision making process for traffic control and travel management. Communication systems include voice and data information, which includes, but is not limited to, Highway Advisory Radio, agency data reports, travel time listings, interagency radio monitoring, and computer related systems.

This section of the Plan must include the procedures and process that the Concessionaire will follow when utilizing these systems and how the Skyway will release the information from its communication systems to others.

G.4.3.3. Surveillance & Detection Systems

Surveillance and detection systems are a developing technology that will be essential in the future for managing traffic and travel within roadways. The systems will be able to collect data on traffic flows and performances through sensor technology and will permit the Concessionaire to monitor conditions as they develop. Currently the Closed-Circuit Television (CCTV) System has been employed to provide this type of assistance.

This section of the Plan must include the procedures and process that the Concessionaire will employ when using both current and future surveillance and detection technologies, and how their functions and algorithms will be employed to assist in traffic control and travel management.

G.4.3.4. Roadway Weather Information Systems (RWIS)

RWIS have been traditionally employed to assist in making snow and ice control decisions. As technology continues to advance, these systems will also advance so that they are able to provide more accurate locations and durations of weather events. The Concessionaire may choose to utilize these systems and the advantages they provide in traffic control and travel management.
This section of the Plan must include the procedures and process that the Concessionaire will employ with the use of these types of systems.

G.4.3.5. Other Systems

To the extent any other systems are employed or implemented by the Concessionaire on the Skyway, or if the Concessionaire plans to implement any other such systems, the Concessionaire must address such systems in this section of the Plan.

G.4.4. Multi-Agency Operations and Arrangements

An effective technique of ascertaining assistance in the management of traffic and travel within the Skyway Land is by developing agreements and participation with other agencies. These techniques include the coordination and communication with people, systems and resources available on other highway networks through the sharing of information. These arrangements are typically in a written plan that addresses use, limits, confidentiality, and other terms and conditions related to such information. Such agreements may include sharing data; voice communication; emergency responders; real-time traffic movements and counts; and CCTV and other surveillance systems.

This section of the Plan must address the types, terms, relationships and procedures that exist between other agencies and the Concessionaire, including the following subsections, at a minimum:

G.4.4.1. Integrated Systems

These types of systems are where multiple agencies share a single management center, and utilize the systems to share data and communications in a network to assist in a overall decision making policy. The prime example of this type of system is the relationship that the Skyway has and must maintain with the Gary-Chicago-Milwaukee ITS Corridor Working Group (GCM) and with the City of Chicago Emergency Management Center.

This section of the Plan must address information on how the Concessionaire and the Skyway are integrated into the GCM; how the Concessionaire cooperates and functions with the City of Chicago Emergency Management Center; that the manner in which it participates in these organizations and systems; and will ensure that the policy of continuing involvement is upheld.

G.4.4.2. Regional Initiatives

These types of initiatives foster communication, coordination and cooperation between agencies over a particular area or region to ease congestion and disseminate information. The prime example of this type of system is the relationship that the Skyway has and must maintain with the IDOT-District 1 Traffic Operations Center in Schaumburg, and the Chicago Area Transportation Study (CATS).
This section of the Plan must address information on how the Concessionaire and the Skyway share and participate in these initiatives and the assurance that these initiatives are continuing.

G.4.4.3. Resource Sharing

These types of relationships center on the sharing of informational resources, including such devices as CCTV systems, surveillance systems, real-time traffic counts, Intelligent Transportation Systems (ITS), dynamic message signs, electronic toll tag readers, communication equipment, and traffic management centers. The prime example of this type of agreement is the relationship that the Skyway has with the Indiana State Toll Highway Authority, in which some of its CCTV cameras can be accessed and viewed.

This section of the Plan must address information on how the Concessionaire and the Skyway share specific Skyway resources, the terms and limits of sharing, and the parties that participate in the sharing agreements.

G.4.5. Standards and Protocols - Work Zone Traffic Control

Maintaining safety for Skyway users, the public at large, the community and workers must be of paramount importance to the Concessionaire at all times. At the same time the Skyway must be kept open to travel in each direction at all times, and only restricted during emergencies, traffic safety hazards, severe weather conditions, maintenance and construction activities, and other permitted times.

This section of the Plan must address the requirements for Work Zone Traffic Control, and the development of a series of stand-alone traffic control standards and drawings to be used for Skyway Work Zone Traffic Control. The intent of these standards and drawings is to have a series of protocols prepared in anticipation of imminent work; ensure full compliance with the Reference Documents listed in Section G.2 of this Chapter; ensure full compliance with all applicable Local, State and Federal laws. Such standards and drawings must be prepared by a Professional Engineer Licensed in the State of Illinois.

This section of the Plan must also address the policies, procedures and approval requirements developed by the Concessionaire for work conducted by Contractors within the Skyway Land. The intent of these processes is to ensure that a written plan has been developed and approved by a responsible Professional Engineer in the State of Illinois prior to the start of work. Additionally, the Plan must consider the requirements placed on others for work on facilities adjacent to or crossing over or under the Skyway.

The development of all sections, standards, and procedures of the Plan must consider any proposed work, maintenance, or emergency lane closure or traffic pattern change within the Skyway. The plans must be thoroughly developed to minimize impacts to Skyway traffic and minimize dangers to workers present on the project work site. All situations that require temporarily closing one or more lanes must carefully consider the effect that such an operation will have on traffic.
In addition to the above stated requirements, this section of the Plan must address, at a minimum the following:

G.4.5.1. Material and Equipment Storage and Parking

This section of the Plan must include procedures and standards that take into consideration, at a minimum, the following: material supply and storage within a work zone site; equipment transport to and within the Work Zone; equipment storage while on site; and the parking of personal vehicles and other equipment.

G.4.5.2. Protection of Hazards

This section of the Plan must include procedures and drawings for protecting traffic from all potential hazards that may exist during construction or maintenance work, or hazards that may be created or exposed as part of the work.

G.4.5.3. Temporary Lane Closures

This section of the Plan must include procedures, standards, and drawings for providing temporary lane closures when a portion of the Skyway traveled way is needed for construction or maintenance activities. Lane closures must be kept to a minimum and should occur during off-peak times, unless conditions require otherwise.

G.4.5.4. Temporary Road Closures

This section of the Plan must address the procedures and protocols to accommodate any temporary road closure as a result of an emergency situation.

G.4.5.5. Flagging in Work Zones

This section of the Plan must include procedures and requirements for when flagging activities are required within work zones. Work zone flaggers should be qualified, trained and certified to perform their required duties.


This section of the Plan must address the requirements for Work Zone Traffic Control Devices which are necessary and required to inform and safely guide and direct traffic within and through the designated Work Zones within the Skyway Land. Traffic Control Devices that must be considered and specified in the Plan include, but are not limited to warning signs, Dynamic Message Signs, barriers, barricades, delineators, and pavement markings to clearly and safely route traffic through any construction or maintenance work zone.
The Plan must also address the maintenance and operation that the Concessionaire will employ to provide continuous and expeditious repair or replacement of all damaged or ineffective traffic control devices. All devices used within the Skyway Land must remain in good condition and provide the level of visibility and reflectivity required by the most stringent criteria of either the City, the Illinois Department of Transportation (IDOT), or the Manual on Traffic Control Devices. The Concessionaire should include in the Plan the maintenance activities for replacement of traffic control devices, which are damaged (torn, crushed, discolored), displaced by traffic or other means, or deteriorated beyond effectiveness.

Work zones must be delineated with advance warning signs; protective barriers or other appropriate safety devices; and end of work zone signing. The maintenance work zones must meet traffic and worker safety standards and procedures established by the Concessionaire as supplemented by standards presented in the Reference Documents.

G.4.7. Standards and Protocol - Emergency Events

This section of the Plan must address the procedures and protocols that the Concessionaire will apply during emergency events that occur within the Skyway Land. This section of the Plan must include, at a minimum, the following subsections:

G.4.7.1. Event Management

This section of the Plan must include the general responsibilities and management procedures that the Concessionaire and its staff will employ during emergency events.

G.4.7.2. Notification of Lane/Highway Closures

This section of the Plan must include procedures to be followed to inform Skyway users of emergency lane or road closure. The Plan must use efficient and rapid response procedures to restore normal travel conditions after an incident has occurred. This section must also include the protocols for information dissemination.

G.4.7.3. Emergency Detouring of Traffic

This section of the Plan must include procedures and practices for the emergency detouring of Skyway traffic in the event of an emergency situation. The Concessionaire must address the protocols that will exist between other agencies so that traffic will flow effectively and safely through the detour route.
G.4.7.4. Disabled and Abandoned Vehicles

This section of the Plan must include the traffic control procedures for the safe and efficient removal of disabled or abandoned vehicles within the Skyway Land. The Concessionaire must address the protocols that will be established with the CPD when these situations arise.


This section of the Plan should address the procedures and protocols that have been established to address unusual and special events that may occur within or affect the Skyway Land. This section of the Plan must include the following subsections, at a minimum:

G.4.8.1. Overweight/Oversized Vehicles

This section of the Plan must include the procedures established by the Concessionaire for managing Overweight and Oversized vehicles which pass through the traveled way of the Skyway. The Plan must address communication with CDOT concerning the permitting of these types of vehicles, and must address the times and polices that will be employed to handle these situations. In addition, this section of the Plan must include procedures and protocols to maintain traffic safety in the vicinity of overweight/Oversized vehicles.

G.4.8.2. Security Convoys

This section of the Plan must address the situations that may occur when security or other types of motorcades or special convoys are required to pass through the traveled way of the Skyway.

G.4.8.3. Vehicle Peak Capacity Events

This section of the Plan must address the protocols and procedures, including manpower shifts, employee call-outs, etc. that will be employed when unusual events occur that increase traffic and the number of vehicles passing through the Skyway traveled way well beyond that which is considered peak or maximum.

H. CUSTOMER SERVICE PLAN

H.1. Definitions

Customer: Any person or organization outside of the Skyway that has contact with the Skyway, including but not limited to users, people who make inquiries or complaints to the Concessionaire, the City of Chicago, the State of Illinois, and the like.
H.2. Policy for Customer Service Plan

H.2.1. Objective

The objective of the Customer Service Plan is to ensure that the Concessionaire establishes guidelines for creating and maintaining a uniform, efficient system that documents customer concerns and inquiries, ensures an adequate response, and provides a recoverable record of the concern and the corrective action taken, addressed in a written and approved Plan.

H.2.2. Responsibility of Concessionaire

The Customer Service Plan is to be developed, written and carried out by the Concessionaire, and must be consistent with all applicable Local, State and Federal laws, codes and requirements. The Plan is to be updated and submitted annually and must receive approval from the City of Chicago.

This Chapter includes a general outline of the proposed Plan. This outline is intended only to provide guidance in the preparation of the Concessionaire’s Plan and must be modified, revised or changed, as appropriate, to address specific issues, needs or concerns related to the Skyway that develop over time.

H.2.3. Performance Time Frames

The following table establishes the minimum frequency that the Customer Service Plan is to be written and updated by the Concessionaire, submitted to the City, and approved by the City.

<table>
<thead>
<tr>
<th>Plan</th>
<th>Minimum Frequency of Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Service Plan</td>
<td>Once Yearly</td>
</tr>
</tbody>
</table>

H.2.4. Acceptance Criteria

The Customer Service Plan will be considered acceptable for a particular year when the Plan has been written and updated by the Concessionaire, submitted to the City, and approved by the City.

H.3. Customer Service Plan Preparation Requirements

The following is a general outline of the Concessionaire’s responsibilities that should be included and addressed when creating the Customer Service Plan. The outline is not intended to be all-inclusive, but rather, contains the minimum items that should be included and addressed in the Customer Service Plan.

The Customer Service Plan must include provisions for annual and periodic updates, training and supervision of staff and adherence to all policies and procedures.
H.3.1. Introduction

This section is to contain a short introduction to the Customer Service Plan that includes a description of the persons or agencies involved in the preparation of the Plan, an individual who is charged with the implementation and maintenance of the Plan and the overall goals and objectives of the Plan. At a minimum, this section is to contain the following sub-sections:

- Purpose.
- Scope and applicability.
- The methodology used to develop the Plan.

H.3.2. Customer Service

The Plan must include the requirements that the Concessionaire's staff will be required to follow when communicating with customers. The Plan must include provisions to ensure proper handling of complaints in order to improve customer satisfaction and responsiveness.

H.3.2.1. Procedure for Handling Customer Complaints and Inquiries.

The Concessionaire must develop this section of the Plan to include a customer service log used when receiving comments and concerns about the Skyway. The customer service log must be maintained in accordance with standards and requirements established in the Customer Service Plan. Provisions must be made in the Plan to receive, record, and log customer comments verbally by a Skyway operations or Concessionaire staff member in person, in writing, by telephone, mail, email, web page or any other manner. At a minimum, the record should include the name and address of the person presenting the complaint or comment, the date and time of the complaint or comment, the Skyway operations staff receiving the complaint or comment, and a complete description of the complaint or comment. The Plan shall, at a minimum, address the following:

- Requirements and standards for the Customer Service Log.
- Procedures and standards for receiving inquiries or concerns.
- Recording of customer inquiries and concerns.
- Reviewer protocol of customer service inquiries or concerns.
- Exceptions to recording customer service inquiries and concerns.

H.3.2.2. Complaint Prioritization Procedures

This section of the Plan must address a system and procedure to develop criteria for responding to concerns based on priority, degree of deficiency, and schedule to correct.
H.3.2.3. Complaint Reconciliation Procedures

This section of the Customer Service Plan must establish guidelines and procedures to ensure an adequate response to any complaints or comments received in the Customer Service Log.

The Customer Service Plan must delineate follow-up procedures and actions which must be documented by the Concessionaire, and should include a communication from the Concessionaire to the individual filing the complaint or comment that the complaint or comment was received, and appropriate corrective actions were initiated.

The Plan should include, at a minimum, the following considerations:

- Customer Service database requirements and procedures.
- Follow-up procedures and actions.
- Requirements for formal plan of long term improvements.

H.3.2.4. Dissemination of Comments and Concerns

This section of the Plan must state the policies and procedures developed to ensure all comments or complaints from agencies outside the Concessionaire are obtained, recorded and reconciled. Additionally, directives should be created to ensure the appropriate distribution of comments or complaints to agencies outside the Concessionaire, if requested. Agencies may include, but not be limited to, governmental organizations, City agencies and departments, the Chicago Police Department, and the Illinois State Police.

H.3.2.5. Analysis of Database

This section of the Plan must indicate that all complaint logs and corrective actions should be recorded in a database providing, at a minimum, a summary of the complaint, date of complaint, date underlying occurrence (if known), date action was taken, summary of action taken and date of notification to the individual filing the complaint or comment.

The complaint database and logs should be reviewed monthly to reconcile complaints received with actions taken. All outstanding complaints, refund requests, and responses must be reconciled and processed through closure each month.

To improve customer satisfaction and performance, the database statistics should be reviewed quarterly to compare performance of the current quarter versus the prior period and the current year versus the prior year.

A formal plan for improvement should be included if there is a significant increase in the number of complaints received, a significant increase in the number of toll refund requests and/or a significant increase in the number of days taken to initiate an action. The improvement plan should be prepared by the Concessionaire, and implemented and monitored monthly until improvements are documented. The Plan should include:
• Identification of recurring deficiencies and policies to develop plans for improvements.
• Identification of patterns of problems and concerns, and development of plans to analyze, detect, and rectify deficiencies.
• A mechanism to ensure that services and concerns are addressed adequately.

H.3.3. Information Services

H.3.3.1. General Requirements and Goals of Information Services.
This section of the Plan must include efforts of the Concessionaire in assisting Skyway users with general information. This task should include providing information services to the Skyway users in an effort to achieve a positive overall standard of Customer Service.

H.3.3.2. Information Requirements
This section of the Plan must include the contents that will be include in every Toll Booth so that they are equipped with a current Information Packet to address requests for information from Skyway users. This packet must contain a base set of information tools for use, in addition to information addressing common requests gathered by Toll Booth attendants. At a minimum the Information Packets should contain the following:

• Updated current street maps of Illinois, Wisconsin, and Indiana.
• Updated street map of the City of Chicago.
• A quick list of dates for major City of Chicago events.
• A quick list of various City of Chicago venues (stadiums, museums, concerts, arenas, airports theaters, etc.).
• A quick list of directions to regional Illinois and Indiana cities and suburbs.

H.3.3.3. Communication Requirements
Policies and procedures must be developed for communications protocol with Skyway users.

H.3.3.4. Information Updates
The Customer Service Plan should develop requirements for updating standard information available as an Information Service to Skyway users. Updates may be required due to construction activities and road closures, updated street maps, or special events.
H.3.4. *Lost and Found*

The Concessionaire must establish Lost and Found procedures as a part of the Customer Service Plan. The Concessionaire must assume custody of all found property, and place such property in a secure and designated location. This section of the Plan must, at a minimum, address the following:

- **Protocols for Found Property:**
  - Log Book.
    - Date of find.
    - Description and condition of property.
    - Who found and submitted the property.
    - Contents of property.
    - Location where property was found.
  - Tagging and identification of property.
  - Contact of property owner if identification is present.
  - Placement, storage and security of property.
  - Contact with the Chicago Police Department.

- **Protocols for Returning Property:**
  - Customer Lost property report.
  - Claim Form.
  - Inventory check procedures against claims and reports.

- **Disposing of Unclaimed Property**
  - Property hold length (90 Day Minimum).
  - Disposal of property.
  - Coordination with the Chicago Police Department.

H.3.5. *Skyway Web Site*

The Concessionaire must create, maintain and update a specific and independent Web Site solely for Skyway information as part of the Customer Service Plan. This section of the Plan must, at a minimum, address and include the following web pages and their contents:

- Home Page
- Location and Regional Maps
- Toll Schedule
• Current Travel Times
• Current Construction Activities and Locations
• Lane Use Restrictions
• Contact Information (Phone, Address, E-mail, etc.)
• Customer Service Page
• Links to other Agencies and pertinent Web Sites
  o GCM
  o Weather
  o IDOT
  o City of Chicago

This section of the plan must also briefly describe the computer hardware and software utilized, and the internet service provider.

I. EMERGENCY MANAGEMENT AND OPERATION PLAN

I.1. Definitions

Agency: A division of government with a specific function offering a particular kind of assistance.

Disaster: A dangerous event that causes significant human and/or economic loss and demands a crisis response beyond the scope of any single agency or service. Disasters are distinguished from emergencies by the greater and more complex level of response and recovery required.

"Emergency" as proclaimed by the Mayor of the City of Chicago: Whenever, in the opinion of the Mayor of the City of Chicago, the safety of the City, its citizens, and its assets requires the exercise of extreme measures due to an impending or actual disaster, he (or she) may declare an emergency to exist in the City or in any part of the City in order to prioritize the deployment of the City to assist in the resolution of the disaster.

Emergency Operations Center (EOC): A centralized facility to be utilized by the City of Chicago for the direction, control and coordination of the disaster or emergency.

Emergency Operations Plan (EOP): An EOP is a document that:

• Assigns responsibility to organizations and individuals for carrying out specific actions at projected times and places in an emergency that exceeds the capability or routine responsibility of any one agency.
• Sets forth lines of authority and organizational relationships, and demonstrates how all actions will be coordinated.
• Describes how people and property will be protected in emergencies and disasters.
• Identifies personnel, equipment, facilities, supplies and other resources available for use during response and recovery operations.

• Identifies steps to address mitigation concerns during response and recovery activities.

**Emergency Support Function (ESF):** "ESF" is a functional approach to group the types of federal and local assistance available during emergencies. The National Response Plan identifies twelve ESF's. Each ESF is headed by a primary agency that has been selected based on its authorities, resources and capabilities in the particular area.

**First Responder:** Local police, fire, public works and emergency medical personnel who first arrive on the scene of an incident and take action to save lives, protect property and meet basic human needs.

**Incident:** An occurrence or event, natural or man-made that requires an emergency response to protect life or property.

**Mass Care:** Care provided to individuals displaced during the emergency period. These services are normally provided by volunteer organizations. Services provided normally include lodging, feeding, registration, first aid and other social services.

**Major Disaster:** Any natural or man-made catastrophe, act of terrorism or other disaster that causes damage of sufficient severity and magnitude as to exceed the efforts and available resources of the City of Chicago sufficiently to warrant disaster assistance under the provisions of the Stafford Act, Public Law 93-288, as amended.

**Mitigation:** Those activities designed to alleviate the effects of a major disaster or emergency or long-term activities to minimize the potentially adverse effects of future disaster in affected areas.

**National Incident Management System (NIMS):** A comprehensive national approach and standardized organizational structure to incident management, applicable at all jurisdictional levels and cross functional disciplines that are intended to further the effectiveness of emergency response providers.

**Preparedness:** The range of deliberate, critical tasks and activities necessary to build, sustain and improve the operational capability to prevent, protect against, respond to and recover from domestic incidents. It is operationally focused on establishing guidelines, protocols and standards for planning, training and exercises, personnel qualification and certification, equipment certification and publication management.

**Recovery:** Recovery involves actions needed to assist individuals and communities to return to normal following an incident. Recovery programs are designed to assist victims and their families, restore institutions to sustain economic growth and confidence, rebuild destroyed property and reconstitute government operations and services. Recovery actions often extend long after the incident itself. Recovery programs include mitigation components designed to avoid damage from future incidents.

**Response:** Response includes activities to address immediate and short-term actions to preserve life, property, environment and the social, economic and political structure of the community.
Stafford Act: Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended. This federal enabling legislation was enacted to support State and local government and their citizens when disasters overwhelm them. The law establishes a process for requesting and obtaining a Presidential disaster declaration, defines the type and scope of assistance available from the federal government and sets the conditions for obtaining that assistance. The Federal Emergency Management Agency (FEMA), a part of the Emergency Preparedness and Response Directorate of the Department of Homeland Security, is tasked with coordinating the response.

Terrorism: Terrorism is the unlawful use of force or violence or threatened use of force or violence against persons and places for the purpose of intimidating and/or coercing a government, its citizens, or any segment thereof for political or social goals – U.S. Department of Justice, Federal Bureau of Investigation.

I.2. References

All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:


I.3.1. Objective

The objective of the Emergency Management and Operation Plan is to ensure that the Concessionaire has considered, trained, addressed, and planned for all likely potential natural and man-made disasters and established protocols, procedures, responsibilities and guidelines to mitigate the potential impacts and respond to and recover from the occurrence of a disaster event, in accordance with a written and approved Plan.
1.3.2. Responsibility of Concessionaire

The Emergency Management and Operation Plan (EMOP) consists of both the Emergency Management Manual (EMM) and Emergency Operation Plan (EOP) which are documents to be developed, written and carried out by the Concessionaire that must be consistent with all applicable Local, State and Federal laws, codes and requirements governing emergency planning, response and recovery. The Plan is to be updated and submitted annually and must receive approval from the City of Chicago and, as appropriate, all other governing authorities.

It is understood that whenever the Homeland Security Advisory System (HSAS) is raised to "orange" or "red", the Concessionaire is to have management personnel with decision-making authority assigned to be personally present at the City of Chicago Emergency Operations Center (911 Center) on a 24 hour per day, seven day per week basis until such threat level is reduced to "yellow" or the City of Chicago determines that such staffing level is no longer required.

It is further understood that the Plans developed by the Concessionaire will be incorporated into the City of Chicago Emergency Operations Plan and accordingly will be required to be consistent with the published City of Chicago criteria to the extent possible notwithstanding the unique characteristics and needs of this asset.

All damages to the Skyway caused by emergency situations, as addressed herein, are highly undesirable, and it is necessary to identify and prepare for damages when they render critical components of the Skyway inoperable, weakened, or unsafe.

This Chapter includes a general outline of the proposed Plan. This outline is intended only to provide guidance in the preparation of the Concessionaire’s Plan and must be modified, revised or changed, as appropriate, to address specific issues, needs or concerns related to the Skyway that develop over time.

1.3.3. Performance Time Frames

The following table establishes the minimum frequency the Emergency Management and Operation Plan (EMOP) is to be written and updated by the Concessionaire, submitted to the City, and approved by the City.

<table>
<thead>
<tr>
<th>Plan</th>
<th>Minimum Frequency of Occurrence</th>
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1.3.4. Acceptance Criteria

The Emergency Management and Operation Plan (EMOP) will be considered acceptable for a particular year when the Plan has been written and updated by the Concessionaire, submitted to the City and approved by the City.

The following is a general outline of the Concessionaire's responsibilities that should be included and addressed when creating the Emergency Management and Operation Plan. The outline is not intended to be all-inclusive, but rather, contains the minimum items that should be included and addressed in the Emergency Management and Operation Plan.

The Emergency Management and Operation Plan must include provisions for annual and periodic updates, training and supervision of staff and adherence to all policies and procedures.

1.4.1. Introduction

This section is to contain a short introduction to the plan that includes a description of the persons or agencies involved in the preparation, the agency or individual who is charged with the implementation and maintenance of the plan and the overall goals and objectives of the Emergency Operations Plan (EOP). At a minimum, this section is to contain the following sub-sections:

- Purpose.
- Scope and applicability.
- The methodology used to develop and implement the EOP.
- Updates to the methodology.

1.4.2. Situation

This section is to provide an overview of the Skyway, the hazards to which it is exposed, the planning assumptions upon which the Plan is based and the critical facilities required to carry out the plan. At a minimum, this section is to contain the following sub-sections:

1.4.2.1. Skyway System Information

Facts and statistics of the System including:

- A plan view map of the system.
- A general description of the location of the system.
- A description of the geology and geography of the area.
- A description of the meteorology of the area.
- A description of the Concession and Lease Agreement.

1.4.2.2. Hazard Analysis

A detailed hazard analysis of the Skyway: This is to include a detailed investigation and analysis of the natural and man-made hazards to which the Skyway is exposed. It must also contain a detailed listing of any major incidents that have historically impacted the Skyway that required either a complete shut down of the Skyway or resulted in an interruption of the revenue stream. The list shall address, at a minimum, the last ten (10) years of operations of the Skyway. It shall also include a detailed hazard analysis table that summarizes the hazard exposures.
1.4.2.3. Vulnerability Analysis

A detailed all-hazards vulnerability analysis of the Skyway: It shall identify the specific hazards that are possible or likely to impact the Skyway, the City, the level of visibility of the hazard, how critical the site is to the City, the financial impact to the Skyway, the impact to nearby agencies, residential areas, commercial and industrial facilities, the accessibility of the Skyway and the potential for mass casualties and the site population capacity.

1.4.2.4. Planning Assumptions

A statement indicating the basic planning assumptions upon which the plan is based. It should include lead times, effects of emergencies, when and how an emergency is to be declared, what outside assistance is available and the conditions under which an evacuation may be required.

1.4.2.5. Response Capabilities

A statement describing the current response and recovery capabilities of the Concessionaire. This should summarize the basic capabilities both in-house and from outside sources to deal with response and recovery issues. It shall contain a general description of how resources are currently managed and deployed. It must also identify shortfalls in response capabilities and strategies to resolve these shortfalls.

1.4.2.6. Critical Facilities

Identification of critical facilities of the Concessionaire, providing the system name, address, contact person, property classification, primary emergency function, the secondary emergency function, the primary or normal use, the priority for power restoration and the emergency power requirements. A location map indicating the location of all critical facilities is to be included in this section. A detailed map and description of all critical facilities is to be included in the Appendices.

1.4.3. System Management Policies

This section is to address the current highway management policies and practices regarding the major factors that can have an impact on the operation of the Skyway. Copies of all written policies and procedures are to be included in the Appendices. It is to contain, at a minimum, a discussion of the following issues:

- Surveillance and Incident Detection
- Safety Patrols
- Facility Security
- Lane Use Control
- Ramp Control
- Information Dissemination
• Traffic Incident Management Procedures
• Control Center Operations
• Detours and existing alternative traffic routes for each ramp location
• Business Impact and Interruption
• The application of organization design standards for emergency management purposes.
• The development of a Concept of Operations Plan (COOP) for recovery following a major incident.

1.4.4. **Skyway Resources**

This section is to contain a description of the resources that the Skyway and the Concessionaire has available on a day-to-day basis and a listing of the outside resources that are available on an on-call or contract basis. At a minimum, it should contain the following information:

1.4.4.1. Employee Lists

A complete employee list that includes name, address, telephone contact information, job title and bargaining unit (if applicable). An organization chart must also be included.

1.4.4.2. Equipment Lists

A listing of all vehicles and equipment owned by the Concessionaire that includes at a minimum, the make, model and year, vehicle identification number, a general description of the vehicle, the American Trucking Association or American Public Works Association description code, the approximate mileage and use under normal operating conditions.

1.4.4.3. Available Outside Resources

A listing of all outside equipment that is available on-call that includes all of the information listed in the previous paragraph, a 24 hr. name and phone number for a principal and two backup contacts, and the approximate response time. An identical list is to be prepared for all firms and equipment currently under contract to the Concessionaire. Copies of all current support contracts are to be included in the Appendices.

1.4.5. **Day-To-Day Functions and Responsibilities**

This section is to identify and discuss the day-to-day functions and responsibilities of the Concessionaire. It should discuss, in detail, why, when and how the various responsibilities of the Concessionaire are organized and managed. At a minimum, it should address the following:
• Routine facility surveillance and inspections
• Motorist Safety Patrols
• Facility security for all facilities and structures
• Emergency notification systems
• Traffic incidents/Traffic management
• Delivery of goods and services
• Documentation and recordkeeping.

I.4.6. Basic Operations Plan Content

The Basic Operations Plan provides an overview of the Concessionaire's approach to emergency operations. It is intended to detail and describe the response organization and assign specific tasks to the agencies and organizations that may be involved in an incident. It is used to guide and direct the development of functional and hazard specific annexes that provide specific direction and responsibilities for various types and magnitudes of incident.

I.4.6.1. Forward

The EOP shall have a forward that contains introductory materials that enhances accountability and ease of use and includes:

• A document that is updated annually, signed and dated by the principal executive of the Concessionaire approving the Plan.

• A register for recording changes and entering change dates.

• A signature page providing signatory evidence that the highest ranking officials of all governmental departments and private sector organizations with assigned responsibilities, as appropriate, concur with the portions of the Plan applicable to the Concessionaire or entity they represent.

• A distribution list of the Plan recipients, indicating whether full copies or specific portions of the Plan were distributed.

• A table of contents listing all sections of the Plan.

• Cataloging of copies of the EOP that have been provided to other agencies and date of distribution.

I.4.6.2. Overview

The EOP is to have a Basic Plan Overview, detailing the agency's approach to emergency management that contains, at a minimum, a general-purpose statement of the EOP that also references information provided in other parts of the overall plan.
I.4.6.3. Concept of Operations

The EOP is to have a Concept of Operations section that describes the day-to-day operational issues of the agency. It is also intended to explain the agency's overall approach to an emergency situation (i.e. what should happen, when and at whose direction). The EOP shall be written to be in compliance and consistent with the Incident Command System (ICS) and the National Management System (NIMS).

I.4.6.4. Organization and Assignments

The EOP is to have an Organization and Assignment of Responsibilities section that includes all individuals, departments, agencies and political subdivisions that may be involved in an emergency incident. It should include, at a minimum:

- An Incident/Unified Command basic structure that graphically illustrates the command structure that is typically used for "routine" and "major" emergencies. It should identify by position and/or job title those persons normally assigned to fill the various roles and have specific responsibilities under various emergency situations. This is not intended to be an iron-clad document, but rather provide general guidance and information on how various incidents will typically be managed.

- A general sequence of actions, before, during and after an emergency situation.

- Who requests aid and under what conditions. Also, who has the authority to request and/or send aid to other agencies.

- An explanation of the relationships (for purposes of emergency management) between the Concessionaire and the State of Illinois, Cook County, City and the other governmental agencies and entities as appropriate.

- An introduction to other issues and concerns that may be dealt with more fully in the annexes.

- An explanation of the organization, staffing, location and responsibilities of the Emergency Operations Center (EOC), and the conditions under which it is to be activated.

I.4.6.5. Administration and Logistics

The EOP is to have an Administration and Logistics section that covers the general support requirements and the availability and support for all types of emergencies, as well as general policies for managing resources. This section should address, at a minimum:

- A reference to and listing of all current mutual aid agreements. Full copies are to be included in the Appendices.

- All general policies for managing resources.

- Policies on:
Augmenting staff, if necessary
- Reassignment of employees, if necessary
- Financial record keeping
- Reporting and tracking resource needs
- Use of available resources
- Acquiring ownership of resources
- Compensating owners of private property, when used by the Concessionaire.

1.4.7. Functional Annex Requirements

Annexes are the parts of the EOP that begin to provide specific information and direction. They should focus on operations. They should emphasize responsibilities, tasks and operational actions that pertain to the specific function. They should also clearly define and describe the policies, processes, roles and responsibilities inherent in the various functions before, during and after any emergency situation.

At a minimum, the EOP shall include a functional annex that addresses how the agency will perform each of the following functions:

Each functional annex will be structured to be consistent with the Emergency Support Functions included in the Federal Response Plan and will individually address:

- The purpose of the function.
- A description of the situations that trigger implementation of the function.
- A description of the assumptions that apply to the function.
- The concept of operations for the function.
- Assignment of responsibility for annex maintenance, review and updating.
- Additional requirements established by the Illinois Emergency Management Agency (IEMA) shall also be addressed.

An Emergency Support Function (ESF) matrix of primary and support functions is to be developed and included in the document.

1.4.7.1. Direction and Control

What means the Concessionaire will use to direct and control activities during emergency situations.

1.4.7.2. Communications

How information is to flow between responders, the EOC and the City.
1.4.7.3. Warning/Emergency Information
How the public will be warned and instructed regarding actual or threatened hazards and emergencies through the public media and other means.

1.4.7.4. Public Information
The means, organization and process by which the Concessionaire will provide timely, accurate and useful information and instructions to Skyway users, and impacted (or potentially impacted) residential, commercial and industrial parties, under or adjacent to, or near the Skyway.

1.4.7.5. Disaster Intelligence/Damage Assessment
What means the Concessionaire will use to identify, collect, analyze and disseminate information on the extent and impact of the emergency situation.

1.4.7.6. Evacuation
How the Concessionaire will manage, coordinate and conduct the evacuation of persons from the area believed to be at risk, when situations necessitate such action.

1.4.7.7. Mass Care
How the Concessionaire will support and assist in mass care activities that are necessary to be provided as the result of an incident on the Skyway.

1.4.7.8. Health and Medical
How the Concessionaire will assist and support health and medical services in emergencies and disasters on or affecting the Skyway.

1.4.7.9. Mortuary Services
How the Concessionaire will assist and support in the collection, identification and care of human remains resulting from emergencies and disasters on or affecting the Skyway.

1.4.7.10. Resource Management
How the Concessionaire will manage the people, equipment, facilities, supplies and other resources to satisfy the needs generated by the disaster or emergency.
I.4.7.11. Debris Clearance and Waste Management

How the Concessionaire will manage and coordinate the clearance of debris to allow access by emergency response vehicles, collect and remove debris from an incident and how debris will be disposed of. Special guidance should be included to address handling debris from a crime scene.

I.4.7.12. Rapid Damage Assessment

How the Concessionaire will conduct rapid damage assessments following a major incident, target time frames and priorities.

I.4.8. *Hazard Specific Annex Requirements*

Hazard-specific annexes offer a means of extending functional annexes to address special and unique response procedures, notifications, protective actions and other needs generated by a specific hazard.

Hazard-specific annexes are actually supplements to the functional annexes and should not simply repeat the common planning considerations addressed in the functional annexes.

The need for a hazard-specific annex will be determined as a result of the hazard and vulnerability assessments and the development of the functional annexes. Hazard-specific annexes must follow the same structure and similar content as the Basic Plan and the Functional Annexes. There are, however, a number of specific and unique hazards to which the Skyway is exposed due to its climate, location and profile.

At a minimum, the following specific hazards are to be addressed:

- Major Traffic Accidents and/or Incidents
- Hazardous Materials Incidents
- Radiological Incidents
- Terrorism Incidents
- Weather Related Events
  - Major Snow and Ice Conditions
  - Tornadoes
  - Flooding
  - High winds
- Shipping Incidents: At or near the Calumet River Bridge.
- Railroad Incidents: Along the section of the Skyway that is paralleled or crossed beneath the structure by passenger and freight rail facilities.
- Structural Fires: In such structures under or adjacent to roadway bridge structures.
- Structural Failure: Any part of the Skyway bridge structure.
- Electrical Power Incidents: In the vicinity of the Calumet River Bridge and power generating station.
I.4.9. **Recovery Annex Requirements**

Following a major emergency or disaster, many critical issues and concerns will need to be addressed requiring coordinated efforts of the Concessionaire, the City and possibly the State and Federal governments.

The Recovery Annex is intended to address the methodology and processes that will be implemented during the recovery process and must include, at a minimum the following issues:

- Identifies the agencies with responsibility for recovery efforts.
- Establishes documentation and record keeping requirements following the Disaster.
- Establishes financial, accounting and spending authorities.
- Establishes the initial post disaster priorities and responsibilities (0-12 hours).
  - Preliminary Damage Assessment
    - Walk through or Rapid Damage Assessment
    - Assessing economic injury
    - Damage Survey Reports
    - Written Damage Assessment Document
    - Estimates of Cost
  - Search and rescue and medical needs
  - Damage impact to critical facilities and structures
  - Establish Direction and Control
- Addresses Human Needs
- Develops and Addresses Mitigation Strategies

I.4.10. **Training and Exercises**

The success of the EOP depends to a large extent upon the level of training and preparedness of the Concessionaire and agencies identified for involvement in an incident.

This section should identify and address a specific training program and exercise schedule for the Concessionaire. It should address, at a minimum, the following:

1) The types of training required for each employee and Concessionaire involved in a particular incident.

2) A specific annual training program and schedule for each employee so identified.

3) Establish and implement an exercise program that provides both table-top and full scale training exercises based upon the potential hazards and vulnerabilities to which the Skyway is exposed.
I.4.11. Definitions
This section is to contain a complete listing of all definitions that are unique to the Emergency Management Section of the Plan. It will also contain a listing of commonly used federal acronyms and a glossary of terms.

I.4.12. References
This section is to contain a listing of Department of Homeland Security, Federal Emergency Management Agency, Illinois Emergency Management Agency, City of Chicago and Skyway reference documents, laws and regulations and their location. Full copies of all documents are to be included in the Appendices.

I.4.13. Bibliography
This section is to contain a bibliography of the document, as applicable.

All appendices referenced within the document shall be listed in a summary, indexed and tabbed.

I.4.15. Forms and Documentation Guidelines
This section is to contain copies of all forms and documentation guidelines currently in use by the Concessionaire. It is also to contain copies of all applicable City, DHS/FEMA and other applicable forms for use during and following emergencies.

J. ANNUAL STATE OF THE SKYWAY AND CAPITAL IMPROVEMENT PROGRAM REPORTS

J.1. References
All stated references must be the most current version, or the document known to have succeeded or replaced the original stated herein:

- "National Bridge Inspection Standards", FHWA.
- "Bridge Inspection Project Manual", CDOT.
- "Bridge Inspector's Training Manual," FHWA.
- "Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges," FHWA.
- "Manual for Condition Evaluation of Bridges", AASHTO.
- "Structural Information and Procedure Manual", IDOT.
• "Roadway Information and Procedure Manual", IDOT.
• "Bridge Manual", IDOT.
• "Prestressed Concrete Manual", IDOT.
• "Geotechnical Manual", IDOT.
• "Bureau of Design and Environment Manual", IDOT.
• "Standard Specifications for Highway Bridges," AASHTO.
• "Guide Specifications for Fatigue Evaluation of Existing Steel Bridges", AASHTO.
• "NCHRP Report 299: Fatigue Evaluation", NCHRP/FHWA.
• "The Maintenance and Management of Roadways and Bridges", AASHTO.
• "Sign Structure Manual", IDOT.

J.2. Policy for Annual State of the Skyway and Capital Improvement Program Reports

J.2.1. Objective

The objective of the Annual State of the Skyway and Capital Improvement Program Reports is to protect the Skyway by detecting and correcting weaknesses prior to failure. This will be accomplished by the inspections, reports and requirements of this Chapter. The inspections and reports will provide the City current and accurate information on the condition and adequacy of the structures, infrastructure and Facilities within the Skyway Land, in part or in whole. Further, the reports will provide a means of communication and assurance to the City that the Skyway is being adequately maintained and improved.

In addition, the performance of the inspections and the filing of the reports will assist in fulfilling the State and Federal requirements stated in Title 23 Code of Federal Regulation, Section 650, commonly known as the National Bridge Inspection Standards (NBIS).

Also, the inspection and report process fulfills the following additional objectives:

• To update and submit the required bi-annual State and Federal reports for bridge structures.
• To maintain the condition databases of the City’s Skyway Bridge Infrastructure.
• To ensure that the City’s Skyway bridges are safe for intended use.
• To develop and prioritize specific maintenance, repair and/or rehabilitation work for the Skyway bridges, roadways and Facilities.
J.2.2. Responsibility of Concessionaire

In order to meet the requirements of this Chapter, the Concessionaire must engage in practices and measures that ensure that all inspections and reports are performed and completed accurately, professionally, independently, and within the Time Frames established in Section J.2.3. The work will be administered by the Concessionaire and must meet the approval of the City, including the CDOT Bureau of Bridges and Transit.

The Concessionaire must seek and retain an independent and Licensed Professional Consulting Engineering Firm, not associated, owned or partnered with the Concessionaire, to perform the services indicated within this Chapter. The names, resumes and qualifications of the Engineering Firm and the specific Inspection and Report Team members must be submitted to the City for approval annually. The same Engineering firm can be retained only for a maximum four (4) year duration at which time the Concessionaire must seek, retain and employ a different Engineering Firm. The purpose of these requirements is to develop a fair, impartial, independent and objective assessment of the condition of the Skyway.

The qualifications of the Inspection and Report Team that will be performing the inspection and report work are stated in Section J.3.1 of this Chapter.

All bridge and structure inspection procedures and frequencies must be in accordance with NBIS from Title 23 CFR, as required by IDOT, CDOT or as amended within this Chapter, whichever is the most stringent. Inspection procedures must be in accordance with the “Bridge Inspections Training Manual”, FHWA, and the relevant approved methods of the Illinois Department of Transportation. The nomenclature, numbering system, Quality Control/Quality Assurance Manual and Safety Manual as stated in the “Bridge Inspection Project Manual”, CDOT must be utilized and implemented by the Concessionaire and the Engineering Firm.

Inspection forms will include the IDOT (R104, R105 and BBS-BIR-1) formats from the “Structure Information and Procedure Manual” that will need to be completed and submitted as required, and as stated in the requirements of Volume I – Maintenance Manual, Chapter F, “Bridge and Structure Maintenance”. In addition, the Concessionaire and the Engineering Firm must complete and submit the CDOT Bridge Management System forms on an annual basis.

The Concessionaire and the Engineering Firm are responsible for equipment, staffing, traffic control, outside testing services and supervision for all inspections. Material sampling and uncovering of encased members will be performed on a limited basis as recommended by the Engineering Firm.

The Engineering Firm and the Concessionaire are required to coordinate, pay for, and obtain all necessary permits and insurance required for the performance of the work, which may include the following:

- Street Closure Permits.
- Railroad Right-of-Entry permit and flagging.
- Railroad Protective and Marine Liability Insurance.
The Concessionaire and the Engineering Firm must perform the following:

- Perform Annual inspections of all Skyway bridge structures and associated structures (See Section J.3.11 for a listing of the structures).
- Perform Bi-Annual inspections of Fracture Critical Bridges (See Section J.3.8 for a listing of the structures).
- Perform a fatigue analysis for Fracture Critical Bridges and provide load ratings for all structures.
- Perform Bi-Annual underwater inspections for scour and stability.
- Perform the Roadway/Civil Annual Inspection.
- Perform Architectural/Structural/Electrical/Mechanical inspections of the associated Skyway facilities and infrastructure.
- Prepare, develop, and submit an Annual Capital Improvement Program Report that contains recommendations, schedules and capital improvement work that is planned for the upcoming year(s).

J.2.3. Performance Time Frames

The following table establishes the minimum frequency that a particular Report is to be written and updated by the Concessionaire, submitted to the City, and approved by the City.

<table>
<thead>
<tr>
<th>Report</th>
<th>Minimum Frequency of Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge and Structure Condition Report</td>
<td>Once Yearly</td>
</tr>
<tr>
<td>Underwater Condition Report</td>
<td>Once Every 2 Years</td>
</tr>
<tr>
<td>Fracture Critical Member Report</td>
<td>Once Every 2 Years</td>
</tr>
<tr>
<td>Roadway/Civil Condition Report</td>
<td>Once Yearly</td>
</tr>
<tr>
<td>Facilities Condition Report</td>
<td>Once Yearly</td>
</tr>
<tr>
<td>Capital Improvement Program Report</td>
<td>Once Yearly</td>
</tr>
</tbody>
</table>
J.2.4. Acceptance Standards

The Annual State of the Skyway and Capital Improvement Reports will be considered acceptable for a particular year when each inspection has been completed by the Concessionaire; each required Condition Report has been written and updated by the Concessionaire, submitted to the City, and approved by the City; and the Capital Improvement Program Report has been written and updated by the Concessionaire, submitted to the City, and approved by the City.

In order to receive approval by the City, the following standards must be met or exceeded:

- Bridge and structure inspections have been performed in accordance with the requirement of this Chapter, and all required documentation and reports have been filed with the appropriate agency.

- The qualifications of the Engineering Firm conducting the inspections conform to the requirements of this Chapter and the Reference Documents, whichever is more stringent.

- Notification has been made to the City immediately when inspections determine that the bridge or one or more of its major components is at risk of a localized or large scale structural failure.

- No component, element, segment, feature, system, etc., of the Skyway in part or in whole is considered to be unsafe or has the potential to become unsafe.

- The Concessionaire must provide a statement and certification that Skyway maintenance and operations conform to the guidelines and criteria stated in each Chapter of Volume I – Maintenance Manual and each required Plan of Volume II – Operations and Procedures Manual.

- The Skyway must be continually maintained in accordance with the requirements of Section J.3.11 of this Chapter.
J.3. Requirements for the Annual State of the Skyway Condition Inspections and Report Submittals

J.3.1. Inspection and Report Team Qualification Requirements

<table>
<thead>
<tr>
<th>ROLE</th>
<th>COLLEGE EDUCATION</th>
<th>EXPERIENCE</th>
<th>LICENSE/CERTIFICATION</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>B.S./B.A. (Minimum)</td>
<td>10 Years (Related)</td>
<td>P.E. (Minimum)</td>
<td>Previous experience with FHWA, NBIS and IDOT Bi-Annual Inspection Programs.</td>
</tr>
<tr>
<td>Structure Inspection Team Leader</td>
<td>B.S.C.E. (Minimum)</td>
<td>5 Years (Related)</td>
<td>S.E.</td>
<td>Previous experience on Highway or Railroad bridge structures and 10 day NBIS Qualification Course.</td>
</tr>
<tr>
<td>Fracture Critical Member Inspection Team Leader</td>
<td>B.S.C.E. (Minimum)</td>
<td>5 Years (Related)</td>
<td>S.E.</td>
<td>Previous experience on Highway or Railroad bridge structures and 10 day NBIS Qualification Course.</td>
</tr>
<tr>
<td>Underwater Structure Inspection Team Leader</td>
<td>High School Diploma (Minimum)</td>
<td>5 Years (Related)</td>
<td>Certified Diver</td>
<td>Previous experience on Highway or Railroad bridge structures</td>
</tr>
<tr>
<td>Roadway Inspection Team Leader</td>
<td>B.S.C.E.</td>
<td>10 Years (Related)</td>
<td>P.E.</td>
<td>Previous experience with Roadway/Civil Inspections</td>
</tr>
<tr>
<td>Facility Inspection Team Leader (By Discipline)</td>
<td>B.S. (By Discipline)</td>
<td>10 Years (Related)</td>
<td>P.E. (By Discipline)</td>
<td>Previous experience with Facility and Building Inspections</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>A.I.A.</td>
<td></td>
</tr>
<tr>
<td>Inspection Team Members</td>
<td>High School Diploma (Minimum)</td>
<td>5 Years (Related)</td>
<td>N/A</td>
<td>Previous experience on Highway or Railroad bridge structures.</td>
</tr>
<tr>
<td>Structure Evaluation/ Rating Engineer</td>
<td>B.S. (Minimum)</td>
<td>5 Years (Related)</td>
<td>EIT Minimum S.E./P.E. Preferred</td>
<td>10 Day NBIS Qualification Course</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
J.3.2. Independent Professional Consulting Engineering Firm

The Independent Professional Consulting Engineering Firm must be a registered and licensed Professional Design Firm by the State of Illinois – Department of Professional Regulation for both Professional Engineering and Structural Engineering. In order to maintain true independent inspections and reports, the Engineering Firm must not be teamed, owned or partnered with the Concessionaire or be an affiliate of the Concessionaire. The Concessionaire shall engage firms that have exhibited experience with the kinds of structures and conditions within the Skyway Land, and that meet all of the requirements of this Chapter.

The same Engineering firm can be retained only for a maximum four (4) year duration at which time the Concessionaire must seek, retain and employ a different Engineering Firm. The City must approve the Engineering Firm on an annual basis, and retains the right to dismiss firms that do not meet the requirements of this Chapter. The Concessionaire must also annually submit the names, resumes and qualifications of the specific Inspection and Report Team members to the City for approval.

J.3.3. Project Management

A senior bridge engineer, serving as Project Manager, must direct the Inspection Program, review results for conformance with FHWA and IDOT requirements and provide Program Management. Elements of the Management Program include:

- Training, mobilization and support of field crews.
- Development of a bridge inspection schedule and updates, bridge assignments, team scheduling.
- Meetings with the Concessionaire, and if required, with CDOT.
- Major equipment coordination.
- Ongoing coordination with the Concessionaire.
- Field reviews of inspection teams.
- Field inspection of critical structures.
- Inspection forms review and submittal.

J.3.3.1. To ensure uniformity of the inspections, a format has been prepared by CDOT for use by Consulting Engineering Firms. A QA/QC Manual, Nomenclature Manual, Safety Manual and Inspection Form Manual have been prepared and implemented by the City with respect to annual inspections undertaken by the City, and are the components of the "Bridge Inspection Project Manual", CDOT. These documents must be used by the Concessionaire and the Engineering Firm, and are summarized as follows: Quality Assurance/Quality Control Manual

The purpose of this Manual is to define the responsibilities of the participants of the Inspection Team, describe the quality of activities to be performed, and
define the inspection methodology to be used in the execution of the work. The Manual provides the basis by which uniformity of the inspections, ratings and identification of members and their defects is assured.

Sketches and photographs, where available, are used to illustrate and define bridge types, elements, components and their associated defects. The Manual contains the checklists and surveillance forms that will be used by the CDOT Quality Assurance personnel to verify that the inspections meet the objectives of the City.

J.3.3.2. Nomenclature Manual

This Manual defines the structural elements and components, establishes coding and numbering methodology and provides defect, rating, prioritization and other codes that are necessary for the uniform completion of the forms.

J.3.3.3. Safety Manual

Multiple crews performing inspection work throughout the Skyway Land require a consistent safety format for the performance of the work. The Safety Manual establishes the minimum requirements for the performance of the work that will be expected of each team.

J.3.4. Mobilization

J.3.4.1. Plan Review

Prior to commencement of the fieldwork, the latest report of inspection information for each structure must be reviewed by the Engineering Firm. A location map, and a general plan and elevation drawing of the structure must be provided to each field crew. A review must be made of the critical elements and anticipated problems that will be encountered in performing the inspection.

J.3.4.2. Site Inspections

A variety of physical conditions and other factors may affect the manner in which site inspection is undertaken. Rail traffic, barge traffic and vehicular traffic will affect the scheduling and equipment needs of the inspection. All permits, insurance and/or access requirements must be procured by the Concessionaire and the Engineering Firm.

J.3.4.3. Equipment

The Concessionaire and the Engineering Firm must furnish each field crew with equipment for conducting the inspections. Among these, to the extent necessary, are measuring tapes, chipping hammers, hand tools, ladders, portable lights, cellular phones/pagers, auto-focus cameras (with time and date recorder), traffic vests, traffic cones, arrow-boards, traffic barriers, air-handling
equipment for work in enclosed spaces, watercraft, barges, personnel vehicles, man-lifts, bucket-trucks and snoopers. Equipment must be acquired by the Concessionaire and/or the Engineering Firm.

J.3.4.4. Field Team Orientation

The Engineering Firm must conduct orientation meetings to train and standardize the field teams.

J.3.5. Safety Manual

The Engineering Firm must use the Safety Manual described above as a basis and compose a complete Safety Manual to be implemented as part of its work. The Manual must be used to train and monitor crews performing this work. All crews must be trained in the use of the equipment required by the particular inspection and condition. Safety will be the responsibility of the Engineering Firm. A truck with an arrow-board must be used when personnel are working in or adjacent to traffic, and street permits will need to be secured, as required, by the Concessionaire.

J.3.6. Annual Bridge, Roadway and Facilities Condition Inspections

The Engineering Firm must develop a schedule for the annual inspection of the entire Skyway infrastructure consisting of structures, civil, architectural, electrical and mechanical elements. The Concessionaire will review and approve the final schedule and may alter the schedule to meet its needs.

Field teams must consist of either two-person or three-person crews, depending upon the type and location of the inspection work. The number of teams is to be dictated by the need to complete all of the inspections.

Traffic control must be provided by the Engineering Firm and the Concessionaire, when required to protect inspection crews and Skyway users. Inspections at track level must be performed under railroad flagging protection. The Concessionaire and the Engineering Firm must procure all necessary rights-of-entry and protective liability insurance, and arrange for all flagging.

The Engineering Firm must perform inspections using aerial bucket trucks, snooper trucks or ladders to gain access for close, visual inspection. The Engineering Firm must use portable lighting to provide necessary illumination. Portable air handling units must be utilized for all inspections of vaulted abutments.

J.3.6.1. Annual Bridge Structure Inspections

The annual bridge inspections must include supervision and execution of the intermediate level bridge inspection. The inspections must involve visual observations by approved and experienced bridge engineers and at times may require detailed bridge condition surveys.
J.3.6.2. Annual Roadway/Civil Inspections

The annual Roadway/Civil inspections will be a visual inspection of the earth embankments and retaining walls along the Skyway, the pavement and shoulders, bridge approach pavements, drainage system, fencing, landscaping, median barrier, guardrails and railings, signage, sign structures and pavement markings.

J.3.6.3. Annual Facilities Inspections

Structural Engineers, Mechanical Engineers, Electrical Engineers and Architects must perform a detailed visual inspection of the maintenance and toll collection facilities. The facilities inspection team must be accompanied by the Concessionaire to provide access to all areas of the facilities and equipment.

An annual inspection of the Skyway lighting must be performed during both daylight hours and during the night. The roadway lighting inspection team must be accompanied by the Concessionaire to provide access to roadway lighting control cabinets.

J.3.7. Underwater Inspections

Bridges with underwater elements must have a separate and independent underwater inspection performed on them not less than once every 2 years. Elements determined to be susceptible to the effects of scour and erosion must be inspected at a greater frequency as determined by the Concessionaire's Engineering Firm.

Underwater inspections must be performed by certified divers who have been trained to identify structural, scour and instability defect characteristics, and must be under the direct supervision of a Licensed Structural Engineer in the State of Illinois.

J.3.8. Fracture Critical Inspections

In-depth bridge inspections must be performed on all bridges that are classified in part or in whole as containing members that are fracture critical. The continued inspection, function and maintenance of these types of structures are critical to the stability and durability of the Skyway.

Bridges with fracture critical elements must have a separate and independent detailed inspection performed on them not less than once every 2 years, in addition to being inspected annually. Elements that are considered to be in a condition of "poor", or that appear to have deteriorated from past inspections must be inspected at a greater frequency as determined by the Engineering Firm.

Fracture critical inspections must be performed by personnel certified as inspectors of Fracture Critical Bridges so that they are able to identify the specific structural defects and characteristics common to these types of structures. The leader of the Fracture Critical inspection team must be a Licensed Structural Engineer in the State of Illinois.
The Engineering Firm must initiate a fatigue analysis on all critical structures. This analysis must evaluate typical fatigue sensitive details on the bridge structures and assess the remaining useful life of these structures using standard fatigue analysis techniques. The analysis must be based upon present HS20-44 loadings to assess the impacts on increased truck loadings.

All non-redundant elements of these structures must receive a detailed inspection of conditions. Elements subject to fatigue or catastrophic failure must be non-destructively tested to determine the presence of defects. The tests will include dye-penetrates, ultrasonic, magnetic particle or radiographic methods appropriate for the items being inspected.

The bridges designated as Fracture Critical by definition of IDOT and FHWA are listed in the following table:

**TABLE J.3.8.1**  
FRACUTURE CRITICAL BRIDGE STRUCTURES

<table>
<thead>
<tr>
<th>Structure Number</th>
<th>Structure Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>6300</td>
<td>EB Chicago Skyway - State Street Bridge</td>
</tr>
<tr>
<td>6404</td>
<td>Chicago Skyway - Stony Island Avenue Bridge</td>
</tr>
<tr>
<td>6411</td>
<td>WB Chicago Skyway - State Street Bridge</td>
</tr>
<tr>
<td>6413</td>
<td>Chicago Skyway, Commercial Avenue Viaduct - Commercial Avenue Bridge</td>
</tr>
<tr>
<td>6415</td>
<td>Chicago Skyway, Commercial Avenue Viaduct - BRC Railroad Bridge</td>
</tr>
<tr>
<td>6416</td>
<td>Chicago Skyway, Commercial Avenue Viaduct - 95th Street (US 12 &amp; 20) Bridge</td>
</tr>
<tr>
<td>6417</td>
<td>Chicago Skyway, Commercial Avenue Viaduct - 96th Street &amp; BRC Railroad Bridge</td>
</tr>
<tr>
<td>6418</td>
<td>Chicago Skyway - Ground NW Calumet River Bridge</td>
</tr>
<tr>
<td>6419</td>
<td>Chicago Skyway - Calumet River Bridge</td>
</tr>
<tr>
<td>6420</td>
<td>Chicago Skyway - Ground SE Calumet River Bridge</td>
</tr>
<tr>
<td>6421</td>
<td>Chicago Skyway, Viaduct at 100th Street - Conrail Railroad Bridge</td>
</tr>
<tr>
<td>6422</td>
<td>Chicago Skyway, Viaduct at 100th Street - Avenue &quot;M&quot; Bridge</td>
</tr>
<tr>
<td>6423</td>
<td>Chicago Skyway, Viaduct at 100th Street - Ewing Avenue, 100th Street &amp; Avenue &quot;L&quot; Bridge</td>
</tr>
<tr>
<td>6433</td>
<td>Chicago Skyway, 106th Street Viaduct - Indianapolis Boulevard, US 12, 20 &amp; 41</td>
</tr>
<tr>
<td>6434</td>
<td>Chicago Skyway, 106th Street Viaduct - Entrance Ramp, US 12, 20 &amp; 41</td>
</tr>
<tr>
<td>6435</td>
<td>Chicago Skyway, WB Entrance Ramp - Finished Ground</td>
</tr>
<tr>
<td>6437</td>
<td>Chicago Skyway - Ground SE Indiana Avenue</td>
</tr>
<tr>
<td>6438</td>
<td>Chicago Skyway - Ground SE Indiana Avenue</td>
</tr>
<tr>
<td>6439</td>
<td>Chicago Skyway - Marquette Road (67th Street)</td>
</tr>
<tr>
<td>6442</td>
<td>Chicago Skyway, Viaduct at 75th Street - 76th Street, ICRR and Metra</td>
</tr>
<tr>
<td>6470</td>
<td>Chicago Skyway SB Stony Island Avenue to EB Entrance Ramp - Ground</td>
</tr>
<tr>
<td>6471</td>
<td>Chicago Skyway SB Stony Island Avenue to EB Entrance Ramp - 79th St., Chicago Avenue</td>
</tr>
<tr>
<td>6472</td>
<td>Chicago Skyway SB Stony Island Avenue to EB Entrance Ramp - Stony Island, CONRAIL</td>
</tr>
<tr>
<td>6473</td>
<td>Chicago Skyway SB Stony Island Avenue to EB Entrance Ramp - Ground</td>
</tr>
<tr>
<td>6477</td>
<td>Chicago Skyway WB Exit Ramp to NB Stony Island Avenue - Ground</td>
</tr>
<tr>
<td>6478</td>
<td>Chicago Skyway WB Exit Ramp to NB Stony - Stony Island, S. Chicago, S. 79th Street</td>
</tr>
<tr>
<td>6479</td>
<td>Chicago Skyway WB Exit Ramp to NB Stony Island Avenue - CONRAIL</td>
</tr>
<tr>
<td>6480</td>
<td>Chicago Skyway WB Exit Ramp to NB Stony Island Avenue - Ground</td>
</tr>
</tbody>
</table>
J.3.9. Monitoring Critical Structures

Structures with a Condition Rating of 2 or less are defined as Critical Structures, and the frequency of monitoring must be every 6 months for each structure unless a more frequent inspection is recommended as being necessary by the Engineering Firm.

J.3.10. Report and Form Submission Requirements

J.3.10.1. Bridge Inspection Forms

The IDOT bridge inspection forms required by the Illinois Highway Information System are to be completed and submitted to the City as described in Volume I – Maintenance Manual, Chapter F, "Bridge and Structure Maintenance".

The CDOT Bridge inspection forms, as required by the "Bridge Inspection Project Manual", must be submitted annually to CDOT, and must be included in the Bridge and Structure Condition Report.

IDOT and CDOT inspection forms that in the sole and absolute discretion of the City are incomplete, do not show sound analysis of the conditions, or do not contain sufficient detail to track problems, will be returned to the Concessionaire for revision.

J.3.10.2. Condition Reports

The Concessionaire and the Engineering Firm must submit to the City Bridge and Structure, Roadway/Civil and Facilities Condition Reports on an annual basis, as defined by the requirements of this Chapter. In addition, the Concessionaire and the Engineering Firm must submit to the City Fracture Critical and Underwater Inspection Reports on a bi-annual basis, as defined by the requirements of this Chapter. The following requirements shall be addressed in such Reports:

- The Concessionaire must submit to the City four (4) copies of each Report and all applicable sets of Inspection Forms (including color reproductions of all photographs). These Reports must be collated, by bridge number, Facility, and roadway feature, into tabbed three ring binders with indexes.

- Changes in conditions must be noted in a General Condition and Rating Summary for all Bridges, Roadway/Civil and Facilities features, and prepared in a spreadsheet format. For bridge structures the summary must contain overall ratings for the decks and the Superstructure and Substructure elements.

- A draft of each Report must be submitted to the City for review prior to finalization, after which the final version of each Report must be submitted to the City for approval by the City.
J.3.10.3. Capital Improvement Program Report

Upon approval of the Bridge and Structure, Roadway/Civil and Facilities Condition Reports by the City each year, the Concessionaire and the Engineering Firm must compose and submit to the City the Annual Capital Improvement Program Report, within two (2) months. This Report will define and describe the planned rehabilitation, replacement and reconstruction capital improvement work scheduled to be addressed and completed in the next year, and planned for future years, based upon the inspections and Condition Report findings. The following are the requirements that shall be addressed:

- The Concessionaire must prepare and submit to the City four (4) copies of the Annual Capital Improvement Program Report, which must include the following at a minimum:
  - Executive Summary
  - Introduction and discussion of the inspections and Condition Report findings.
  - Approach and Methodology.
  - Recommendations and Planned Capital Improvement Work.
  - Program Schedule.

- A draft of the Report must be submitted to the City for review prior to finalization, after which the final version of the Report must be submitted to the City for approval by the City.

J.3.11. Criteria of Review and Acceptance

In assessing the condition of the Skyway, the Concessionaire and the Engineering Firm must always use sound engineering judgment in assessing the conditions and deficiencies of the Skyway. In particular all components, elements, features, systems, etc. that are deemed unsafe or possess the potential to become unsafe must be clearly identified and noted.

The Concessionaire and the Engineering Firm must be aware that the City will review and approve the Annual Condition Reports and the Annual Capital Improvement Program Report taking into account the requirements stated throughout each individual Chapter of the Operating Standards, the requirements of this Chapter, common industry acceptance criteria, and the condition classification stated below.

The City will assess the Condition Reports utilizing the following condition classification terminology to describe the condition of the Skyway elements. The terminology is generally consistent with the Record and Coding Guide for the Structure Inventory and Appraisal of the Nation’s Bridges, December 1995 published by the U.S. Department of Transportation/Federal Highway Administration and the IDOT Illinois Highway Information System Structure Information and Procedure Manual.
The Concessionaire must maintain (or perform the necessary and required Capital Improvement work to maintain) the overall condition of each of the Skyway Bridges, Structures, Roadway/Civil and Facilities features at "Good" or better. In addition, the Concessionaire must maintain the condition of each particular item of each Skyway Bridge, Structure, Roadway/Civil and Facility feature at "Fair" or better, provided, however, that when the overall condition of any particular Skyway Bridge, Structure, Roadway/Civil or Facility feature declines from "Good" to "Fair", that Skyway feature must be placed in the next Annual Capital Improvement Program Report (as approved by the City) with a designation and general description of the work to be performed. The duration that a Skyway feature can remain in the Capital Improvement Program shall not exceed ten (10) years from the time such feature is placed in the Program until that feature is brought back to a condition of "Good" or better. In addition, all features (as well as all of the particular items of that feature) placed in the Capital Improvement Program, must continually be maintained in accordance with the guidelines and criteria of Volume I – Maintenance Manual, and the required Plans of Volume II – Operations & Procedure Manual.

The definitions of the condition terms are as follows:

Excellent: New condition. No noticeable or noteworthy deficiencies affecting the condition or function of the elements noted.

Good: Minor deficiencies noted. The element is satisfactorily performing its intended function. No corrective repairs or rehabilitation are required.

Fair: Deficiencies and deterioration present. All primary elements are sound and are satisfactorily performing their intended function. However, the potential exists to justify an improvement program or corrective work.

Poor: Advanced deterioration present. Primary structural elements are seriously affected and are not satisfactorily performing their intended function. An accelerated improvement program and/or immediate corrective work are required.

Critical: Major deterioration of primary elements. These elements are not performing adequately and require urgent corrective work or total replacement. These elements require regular, continual monitoring until corrective action is completed.
**J.3.12. Chicago Skyway Structure Inventory List**

**TABLE J.3.11.1**

**CHICAGO SKYWAY STRUCTURE INVENTORY LIST**

<table>
<thead>
<tr>
<th>Structure Number</th>
<th>Structure Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>6018</td>
<td>Chicago Skyway - Colfax Avenue Bridge</td>
</tr>
<tr>
<td>6300</td>
<td>EB Chicago Skyway - State Street Bridge</td>
</tr>
<tr>
<td>6301</td>
<td>Chicago Skyway - Street Lawrence Avenue Bridge</td>
</tr>
<tr>
<td>6302</td>
<td>Chicago Skyway - 71st Street Bridge</td>
</tr>
<tr>
<td>6303</td>
<td>Chicago Skyway - Cottage Grove Avenue Bridge</td>
</tr>
<tr>
<td>6305</td>
<td>Chicago Skyway - East End Avenue Bridge</td>
</tr>
<tr>
<td>6306</td>
<td>Chicago Skyway - Jeffery Avenue Bridge</td>
</tr>
<tr>
<td>6307</td>
<td>Chicago Skyway - 85th Street Bridge</td>
</tr>
<tr>
<td>6308</td>
<td>Chicago Skyway - Kingston Avenue Bridge</td>
</tr>
<tr>
<td>6310</td>
<td>Chicago Skyway - 92nd Street Bridge</td>
</tr>
<tr>
<td>6401</td>
<td>Chicago Skyway - Martin Luther King Drive Bridge</td>
</tr>
<tr>
<td>6402</td>
<td>Chicago Skyway - Keefe Avenue Bridge</td>
</tr>
<tr>
<td>6403</td>
<td>Chicago Skyway - 73rd Street Bridge</td>
</tr>
<tr>
<td>6404</td>
<td>Chicago Skyway - Stony Island Avenue Bridge</td>
</tr>
<tr>
<td>6405</td>
<td>Chicago Skyway - Elliott Avenue Bridge</td>
</tr>
<tr>
<td>6406</td>
<td>Chicago Skyway - 83rd Street Bridge</td>
</tr>
<tr>
<td>6407</td>
<td>Chicago Skyway - 86th Street Bridge</td>
</tr>
<tr>
<td>6408</td>
<td>EB Chicago Skyway - 87th Street Bridge</td>
</tr>
<tr>
<td>6409</td>
<td>WB Chicago Skyway - 87th Street Bridge</td>
</tr>
<tr>
<td>6410</td>
<td>Chicago Skyway - Exchange Avenue Bridge</td>
</tr>
<tr>
<td>6411</td>
<td>WB Chicago Skyway - State Street Bridge</td>
</tr>
<tr>
<td>6412</td>
<td>Chicago Skyway, Commercial Avenue Viaduct - Ground NW Commercial Ave. Bridge</td>
</tr>
<tr>
<td>6413</td>
<td>Chicago Skyway, Commercial Avenue Viaduct - Commercial Avenue Bridge</td>
</tr>
<tr>
<td>6414</td>
<td>Chicago Skyway, Commercial Avenue Viaduct - Ground SE Commercial Ave. Bridge</td>
</tr>
<tr>
<td>6415</td>
<td>Chicago Skyway, Commercial Avenue Viaduct - BRC Railroad Bridge</td>
</tr>
<tr>
<td>6416</td>
<td>Chicago Skyway, Commercial Avenue Viaduct - 95th Street (US 12 &amp; 20) Bridge</td>
</tr>
<tr>
<td>6417</td>
<td>Chicago Skyway, Commercial Avenue Viaduct - 96th Street &amp; BRC Railroad Bridge</td>
</tr>
<tr>
<td>6418</td>
<td>Chicago Skyway - Ground NW Calumet River Bridge</td>
</tr>
<tr>
<td>6419</td>
<td>Chicago Skyway - Calumet River Bridge</td>
</tr>
<tr>
<td>6420</td>
<td>Chicago Skyway - Ground SE Calumet River Bridge</td>
</tr>
<tr>
<td>Structure Number</td>
<td>Structure Name</td>
</tr>
<tr>
<td>------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>6421</td>
<td>Chicago Skyway, Viaduct at 100th Street - Conrail Railroad Bridge</td>
</tr>
<tr>
<td>6422</td>
<td>Chicago Skyway, Viaduct at 100th Street - Avenue &quot;M&quot; Bridge</td>
</tr>
<tr>
<td>6423</td>
<td>Chicago Skyway, Viaduct at 100th Street - Ewing Avenue, 100th Street &amp; Avenue &quot;L&quot; Bridge</td>
</tr>
<tr>
<td>6424</td>
<td>Chicago Skyway, 106th Street Viaduct - Ground SE Ewing Avenue Bridge</td>
</tr>
<tr>
<td>6425</td>
<td>Chicago Skyway, 106th Street Viaduct - Finished Ground</td>
</tr>
<tr>
<td>6433</td>
<td>Chicago Skyway, 106th Street Viaduct - Indianapolis Boulevard, US 12, 20 &amp; 41</td>
</tr>
<tr>
<td>6434</td>
<td>Chicago Skyway, 106th Street Viaduct - Entrance Ramp, US 12, 20 &amp; 41</td>
</tr>
<tr>
<td>6435</td>
<td>Chicago Skyway, WB Entrance Ramp - Finished Ground</td>
</tr>
<tr>
<td>6437</td>
<td>Chicago Skyway - Ground SE Indiana Avenue</td>
</tr>
<tr>
<td>6438</td>
<td>Chicago Skyway - Ground SE Indiana Avenue</td>
</tr>
<tr>
<td>6439</td>
<td>Chicago Skyway - Marquette Road (67th Street)</td>
</tr>
<tr>
<td>6440</td>
<td>Chicago Skyway, Viaduct at 75th Street - 75th Street &amp; Greenwood Avenue</td>
</tr>
<tr>
<td>6441</td>
<td>Chicago Skyway, Viaduct at 75th Street - Ground SE 75th Street</td>
</tr>
<tr>
<td>6442</td>
<td>Chicago Skyway, Viaduct at 75th Street - 76th Street, ICRR and Metra</td>
</tr>
<tr>
<td>6443</td>
<td>Chicago Skyway, Viaduct at 75th Street - Avalon Street</td>
</tr>
<tr>
<td>6444</td>
<td>Chicago Skyway, Viaduct at 75th Street - Ground SE Avalon Street</td>
</tr>
<tr>
<td>6446</td>
<td>Chicago Skyway - Dante Avenue Bridge</td>
</tr>
<tr>
<td>6451</td>
<td>Chicago Skyway - 79th Street Bridge</td>
</tr>
<tr>
<td>6469</td>
<td>SB Stony Island Avenue Entrance Ramp to EB Skyway - Ground</td>
</tr>
<tr>
<td>6470</td>
<td>Chicago Skyway SB Stony Island Avenue to EB Entrance Ramp - Ground</td>
</tr>
<tr>
<td>6471</td>
<td>Chicago Skyway SB Stony Island Avenue to EB Entrance Ramp - 79th St., Chicago Avenue</td>
</tr>
<tr>
<td>6472</td>
<td>Chicago Skyway SB Stony Island Avenue to EB Entrance Ramp - Stony Island, CONRAIL</td>
</tr>
<tr>
<td>6473</td>
<td>Chicago Skyway SB Stony Island Avenue to EB Entrance Ramp - Ground</td>
</tr>
<tr>
<td>6474</td>
<td>Chicago Skyway SB Stony Island Avenue Entrance Ramp - East End Avenue</td>
</tr>
<tr>
<td>6476</td>
<td>Chicago Skyway WB Exit Ramp to NB Stony Island Avenue - Ground</td>
</tr>
<tr>
<td>6477</td>
<td>Chicago Skyway WB Exit Ramp to NB Stony Island Avenue - Ground</td>
</tr>
<tr>
<td>6478</td>
<td>Chicago Skyway WB Exit Ramp to NB Stony - Stony Island, S. Chicago, S. 79th Street</td>
</tr>
<tr>
<td>6479</td>
<td>Chicago Skyway WB Exit Ramp to NB Stony Island Avenue - CONRAIL</td>
</tr>
<tr>
<td>6480</td>
<td>Chicago Skyway WB Exit Ramp to NB Stony Island Avenue - Ground</td>
</tr>
<tr>
<td>6481</td>
<td>Chicago Skyway WB Exit Ramp to NB Stony Island Avenue - East End Avenue</td>
</tr>
<tr>
<td>6482</td>
<td>Chicago Skyway - Service Building</td>
</tr>
<tr>
<td>6561</td>
<td>Chicago Skyway - 84th Street Ramp over 85th Street</td>
</tr>
</tbody>
</table>
Schedule 4.
(To Chicago Skyway Concession
And Lease Agreement)

Skyway Assets.

1. The items listed on the attached spreadsheet are incorporated herein by reference.

2. The City owns various assets that are used in connection with the Skyway Operations as well as by various other City agencies. None of these assets will be assigned, transferred or conveyed by the City to the Concessionaire.

3. The City will not assign, transfer or convey to the Concessionaire any mobile equipment used in connection with the Skyway Operations.

4. The City will not assign, transfer or convey the closed circuit television camera system located on the Skyway as of the Closing Date. Such system shall remain on the Skyway and shall remain the property of the City; provided, however, that the Concessionaire shall maintain such system as required by the Operating Standards.

[Spreadsheets attached to this Skyway Assets printed on pages 351 through 368 of this Journal.]

Schedule 5.
(To Chicago Skyway Concession
And Lease Agreement)

Legal Description.

The attached legal description has not yet been confirmed by a nationally
Skyway Assets.
(Page 1 of 18)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM MAKE</th>
<th>MODEL NO.</th>
<th>ADDITIONAL COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>100th STREET PUMP HOUSE</td>
<td>P-5: Submergeable Pump</td>
<td>CS3120</td>
<td>7.5hp with portable control unit supplied with Lodestar 3-ton capacity electric chain hoist</td>
</tr>
<tr>
<td>P-6: Portable Submersible Pump</td>
<td>Fygt</td>
<td>3300</td>
<td></td>
</tr>
<tr>
<td>Portable Canary Crane</td>
<td>Fygt</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Skyway Assets.
(Page 2 of 18)

<table>
<thead>
<tr>
<th>MAIN SKYWAY FACILITY BUILDING</th>
<th>ITEM MAKE</th>
<th>ITEM</th>
<th>ADDITIONAL COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) BASEMENT LEVEL</td>
<td></td>
<td>Room B1 - STAIRWELL</td>
<td>Security Camera</td>
</tr>
<tr>
<td>Room B1 - BOILER ROOM</td>
<td></td>
<td>Microwave</td>
<td>Well</td>
</tr>
<tr>
<td>Room B1 - TRANSFORMER VAULT</td>
<td></td>
<td>Storage Cabinets</td>
<td>Wall</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Desk</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Chairs</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Pump in Floor Pit</td>
<td>Pump in Floor Pit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Quantity: 1</td>
<td>Quantity: 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Size: 6'H x 3'L x 2'T)</td>
<td>(Size: 6'H x 3'L x 2'T)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Room B1 - TRANSFORMER VAULT</td>
<td>V-2924</td>
</tr>
</tbody>
</table>
### MAIN SKYWAY FACILITY BUILDING, Continued

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM MAKE</th>
<th>MODEL No.</th>
<th>ADDITIONAL COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>B) GROUND/STREET LEVEL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Room 100 - STAIRWELL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security Camera</td>
<td>Panasonic</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Room 102 - LOBBY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Desk</td>
<td></td>
<td></td>
<td>Quantity: 1</td>
</tr>
<tr>
<td>Chairs</td>
<td></td>
<td></td>
<td>Quantity: 2</td>
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<tr>
<td>Storage Cabinet</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Time Clock</td>
<td>Acroprint</td>
<td>175</td>
<td>Quantity: 1</td>
</tr>
<tr>
<td>Security Monitor #1</td>
<td>Panasonic</td>
<td>WV-CM1420</td>
<td>Monitors Garage</td>
</tr>
<tr>
<td>Security Monitor #2</td>
<td>Panasonic</td>
<td>WV-CM1420</td>
<td>Monitors Facility</td>
</tr>
<tr>
<td>Security Monitor #3</td>
<td>Panasonic</td>
<td>WV-CM1420</td>
<td>Monitors Vault</td>
</tr>
<tr>
<td>Security Monitor #5</td>
<td>Panasonic</td>
<td>CT-S 1390Y</td>
<td>Monitors Tunnel</td>
</tr>
<tr>
<td>VCR #1, #2, #3, #5</td>
<td>Panasonic</td>
<td>AG-6740</td>
<td>PS Data</td>
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<tr>
<td>Multiplexers (Switches for 14 Cameras)</td>
<td>Panasonic</td>
<td>WJMS424</td>
<td>Quantity: 3 (Quad system, Color, 4 Inputs Each)</td>
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<tr>
<td>Multiplexers (Switches for 14 Cameras)</td>
<td>Panasonic</td>
<td>WJFS408</td>
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<tr>
<td>Sequential Switches</td>
<td>Panasonic</td>
<td>WJ-SQ208</td>
<td>8-Channel Sequential, Loopthrough</td>
</tr>
<tr>
<td>Data Multiplexer Unit</td>
<td>Panasonic</td>
<td>WJ-MP204C</td>
<td></td>
</tr>
<tr>
<td>Joy-Stick Remote Control</td>
<td>WV-CU-360-C</td>
<td></td>
<td>Quantity: 1</td>
</tr>
<tr>
<td>Joy-Stick Remote Control</td>
<td>WV-CU-151-C</td>
<td></td>
<td>Quantity: 1</td>
</tr>
<tr>
<td>Skyway Phone/Intercom</td>
<td>Comdial</td>
<td>80245-GT</td>
<td></td>
</tr>
</tbody>
</table>
### MAIN SKYWAY FACILITY BUILDING, Continued

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM MAKE</th>
<th>MODEL No.</th>
<th>ADDITIONAL COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>B) GROUND/STREET LEVEL, continued</strong></td>
<td></td>
<td></td>
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<tr>
<td>Room 104 - WOMEN'S TOILET (FORMER)</td>
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<td></td>
<td></td>
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<tr>
<td>Surveillance Camera Monitors</td>
<td>Pelico</td>
<td>80245-GT</td>
<td>Quantity: 8</td>
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<tr>
<td>Skyway Phone/Intercom</td>
<td>Comdial</td>
<td></td>
<td>Quantity: 1</td>
</tr>
<tr>
<td>Chair</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collectors/Recorders</td>
<td>Vicon</td>
<td>V1300X-TCC</td>
<td>Quantity: 2</td>
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<tr>
<td>Video Switches</td>
<td>Vicon Nova</td>
<td>V6680acc</td>
<td>Quantity: 6</td>
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<tr>
<td>Multiplexer: Video, Audio and Data</td>
<td>IMPath</td>
<td>T5000</td>
<td>Quantity: 3</td>
</tr>
<tr>
<td>Fan units (for computer equipment)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Splitters (Quad)</td>
<td>VICON Genesys</td>
<td>V4400-QS-1</td>
<td>Quantity: 7 (Fiberoptics)</td>
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<tr>
<td>IDL</td>
<td>VICON Genesys</td>
<td>V1400-X-IDL</td>
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<tr>
<td>Video Recorder</td>
<td>VICON</td>
<td>EVO</td>
<td>Quantity: 2 (Kollector Elite, 16-Channel Digital)</td>
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<tr>
<td>Computer and Monitor</td>
<td>Compaq</td>
<td>T1500</td>
<td>15 inch LCD Screen</td>
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<td>Multiplexer for Cameras</td>
<td>IMPath</td>
<td></td>
<td></td>
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<tr>
<td>Joy-Stick Camera Controller</td>
<td>Vicon</td>
<td>V1411-DCV</td>
<td></td>
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<tr>
<td>Control and Switch System</td>
<td>VICON Nova</td>
<td>V1400X-CC-M</td>
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<tr>
<td>Monitor</td>
<td>Vicon</td>
<td>VM8094</td>
<td>9 Inch</td>
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### Skyway Assets.  
(Page 5 of 18)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MODEL NO.</th>
<th>ADDITIONAL COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Room 105 - TOLL COLLECTOR'S LOUNGE</td>
<td></td>
<td>Skyway Phone/Intercom</td>
</tr>
<tr>
<td>Room 107 - JANITOR'S CLOSET</td>
<td></td>
<td>Stealing Unit (4-units)</td>
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<tr>
<td>Room 108A - WOMEN'S LOCKERS</td>
<td></td>
<td>Lockers</td>
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</table>

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MODEL NO.</th>
<th>ADDITIONAL COMMENTS</th>
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<tr>
<td></td>
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<td>Magic Chef Quartet</td>
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<tr>
<td></td>
<td></td>
<td>20 Round Tables</td>
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<tr>
<td></td>
<td></td>
<td>1 Large Folding Rectangular</td>
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<tr>
<td></td>
<td></td>
<td>5 (4 ft. x 8 ft. aluminum and glass cabinets)</td>
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<tr>
<td></td>
<td></td>
<td>37 (ft. x 11 x 8)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fred Medear</td>
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</table>
### Skyway Assets.
(Page 6 of 18)

<table>
<thead>
<tr>
<th>ITEM</th>
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<th>MODEL No.</th>
<th>ADDITIONAL COMMENTS</th>
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<tbody>
<tr>
<td>Room 110: MEN'S LOCKERS</td>
<td>Monogram</td>
<td>F4200</td>
<td>Quantity: 32 (6ft x 10 ft)</td>
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<td>Room 111: GARAGE EMPLOYEES' LOCKERS &amp; SHOWER</td>
<td>Monogram</td>
<td>F4200</td>
<td>Quantity: 22 (6ft x 10 ft)</td>
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<tr>
<td>Room 112: MANAGER'S OFFICE</td>
<td></td>
<td></td>
<td>Wood Top with Metal Filing &amp; Storage Cabinets</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Office Chair &amp; 4 General Seating Chairs</td>
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<td></td>
<td></td>
<td></td>
<td>Includes CD-RW and 15&quot; Monitor</td>
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<td>New in original 27&quot; Monitor</td>
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<tr>
<td>Room 113: OFFICE SUPPLY CLOSET</td>
<td></td>
<td></td>
<td>80245-GT Hierloom</td>
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<td></td>
<td></td>
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<td>Condiali Dell</td>
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<td>66552C 6555C</td>
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<td>1024 2GB</td>
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## MAIN SKYWAY FACILITY BUILDING, Continued

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<td><strong>B) GROUND/STREET LEVEL, continued</strong></td>
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<td>Room 114 - GENERAL OFFICE</td>
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<td>Wall Mounted Heater - Radiation Type</td>
<td>Honeywell</td>
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<td>Wall Mounted Thermostat</td>
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<td>Chairs</td>
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<td></td>
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<tr>
<td>File Cabinets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printer</td>
<td>Hp</td>
<td>5500 dn</td>
<td>Quantity: 1 (5500 dn, color LaserJet)</td>
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<tr>
<td>Printers</td>
<td>Hp</td>
<td>5500 dn</td>
<td>Quantity: 3 (2100 TN, b/w LaserJet)</td>
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<td>Fax/Copier</td>
<td>Xerox</td>
<td>432ST</td>
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<td>Paper Shredder</td>
<td>ABC Shreddmaster</td>
<td>955X</td>
<td>Door activates shredder</td>
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<td>Fridge</td>
<td>G.E.</td>
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<td>IBM</td>
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<td>Wheelwriter 70 Series II</td>
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<td>hp</td>
<td>LaserJet 1012</td>
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<td>E151FP</td>
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<td>Dell</td>
<td>OptiPlex GX</td>
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<tr>
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<td>Compaq</td>
<td>DeskPro</td>
<td>EP Series; Compaq S700 with 17&quot; Monitor</td>
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<tr>
<td>Computer</td>
<td>Compaq</td>
<td>DeskPro</td>
<td>PD1900; Compaq S710 17&quot; Monitor</td>
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<td>OmniPlex</td>
<td>GX1 with CD writer; Dell M7700 17&quot; Monitor</td>
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<td>Dell</td>
<td>OmniPlex</td>
<td>GX150; Dell M781P 17&quot; Monitor</td>
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<td>Dell</td>
<td>OmniPlex</td>
<td>GX110; Dell E770p 17&quot; Monitor</td>
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<td>Compaq</td>
<td>DeskPro</td>
<td>EP Series; Compaq V700 with 17&quot; Monitor</td>
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<tr>
<td>Room 116 - MAIN VAULT</td>
<td></td>
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<td>Tables &amp; Countertops for Counting Money</td>
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<td></td>
<td>Cummins</td>
<td></td>
<td>JetScan</td>
</tr>
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<td>JetScan</td>
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<td>Cummins</td>
<td></td>
<td>Panasonic GX180</td>
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<td>HP</td>
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<td>LaserJet III</td>
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<td>Room 117 - VAULT SECURITY</td>
<td>Panasonic</td>
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</tr>
<tr>
<td></td>
<td>Comdial</td>
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</tr>
<tr>
<td></td>
<td>Cummins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security Camera #1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security Camera #2</td>
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<tr>
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<td></td>
<td>8024x-GT</td>
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<td>High Desk</td>
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<td>JetScan</td>
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<td>Table</td>
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<tr>
<td>Chairs</td>
<td></td>
<td></td>
<td>Skyway Phone/Intercom</td>
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<tr>
<td>Money Sorter</td>
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### MAIN SKYWAY FACILITY BUILDING, Continued

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<tr>
<td><strong>B) GROUND/STREET LEVEL, continued</strong></td>
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<tr>
<td><strong>Room 115 - MAIN VAULT</strong></td>
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<tr>
<td>Tables</td>
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<tr>
<td><strong>Room 117A - VAULT CORRIDOR</strong></td>
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<tr>
<td>Security Camera</td>
<td>Panasonic</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Room 117B - JANITOR'S CLOSET</strong></td>
<td>This Room is now an Office accessed via the General Office, Rm 114</td>
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<tr>
<td>Air Conditioner</td>
<td>Fedders</td>
<td>OptiPlex</td>
<td></td>
</tr>
<tr>
<td>Computer w/ monitor</td>
<td>Dell</td>
<td>80245-GT</td>
<td>GX150; Dell M991 19&quot; Monitor</td>
</tr>
<tr>
<td>Phone</td>
<td>Comdial</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Desk</td>
<td></td>
<td></td>
<td>Wooden, 3-Drawer</td>
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<tr>
<td>File Cabinet</td>
<td></td>
<td></td>
<td>Wood Top with Metal Filing and Storage Cabinets</td>
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### Skyway Assets.

(Please refer to the page for the full table contents as it is not legible in the image provided.)
### MAIN SKYWAY FACILITY BUILDING, Continued

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<td>Room 119 - CIVIL ENGINEER'S OFFICE</td>
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<tr>
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<td>Chairs</td>
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<tr>
<td>File Cabinets</td>
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<tr>
<td>Tables</td>
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<tr>
<td>Drawing Flat Files</td>
<td>Steel Age</td>
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<tr>
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<td>HP</td>
<td>LtrJet 6L</td>
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<td>Frigidaire</td>
<td>Gallery</td>
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<td>Plotter</td>
<td>Xerox</td>
<td>2515/2520</td>
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<td>Drafting Table</td>
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<tr>
<td>Dry Mark Board</td>
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<td>Phones</td>
<td>Comdial</td>
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<td></td>
<td>Quantity: 3</td>
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<tr>
<td>Room 121 - OFFICE &amp; ADJACENT SHOP</td>
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<tr>
<td>Phone</td>
<td>Comdial</td>
<td>80245-GT</td>
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**Skyway Assets.**  
(Page 12 of 18)

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<tr>
<td>Fred Medart</td>
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<td>Quantity: 3 (6 ft. x 8 ft. x 16&quot;)</td>
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<tr>
<td>P-ROTOMaster</td>
<td>Friedrich</td>
<td>Quantity: 1</td>
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<tr>
<td></td>
<td></td>
<td>Quantity: 4 (6 ft. x 2.5 ft. x 20&quot;)</td>
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<td></td>
<td></td>
<td>Quantity: 1 (4 Drawer)</td>
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<td></td>
<td>Light bulbs and ballasts, electrical fittings, wire, solvents, tools, hardware</td>
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<tr>
<td>Ingersoll Rand</td>
<td>T30</td>
<td>Room 123 - GARAGE</td>
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<tr>
<td>Air Compressor</td>
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<td>Room 122 - SHOP/STORAGE</td>
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<tr>
<td>Chairs</td>
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<tr>
<td>Lockers</td>
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<tr>
<td>Desk</td>
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</tr>
<tr>
<td>Stool</td>
<td></td>
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<tr>
<td>Workbenches w/storage</td>
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<tr>
<td>Tool Box</td>
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<tr>
<td>Window Mounted Air Conditioning Unit</td>
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<tr>
<td>File cabinet</td>
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<tr>
<td>B) GROUND/STREET LEVEL, continued</td>
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<tr>
<td>quantity: 7 (6 ft x 5 ft x 4 ft)</td>
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<td>Room 124 - TOLL EQUIPMENT ROOM</td>
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<td>quantity: 3 (3 ft x 2 ft x 2 ft)</td>
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<td>quantity: 2</td>
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<td>Room 125 - STORAGE AREA (Fenced)</td>
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<td>Lateral File Cabinets</td>
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<td>quantity: 2</td>
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<tr>
<td>Vertical File Cabinets</td>
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<tr>
<td>quantity: 5</td>
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*Skyway Assets.*

(Page 13 of 18)
### Skyway Assets

*Page 14 of 18*

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM MAKE</th>
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<td>M781p 17 Monitor</td>
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<td>HPV</td>
<td>LJ 4100N</td>
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<td>Quantity: 2</td>
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<td>Quantity: 6</td>
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<td>Carrier</td>
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<td></td>
<td>Air Conditioning Window Unit</td>
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### Skyway Assets.

**Page 15 of 18**

<table>
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<td>Comdial</td>
<td>80245-GT</td>
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<td>Room 300 - STAIRWELL</td>
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Skyway Assets.
(Page 16 of 18)

<table>
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<td>1</td>
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<td>Vertical File Cabinets</td>
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<td>Chair</td>
<td>Prod-1e</td>
<td>2</td>
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<td>Sneak Phone/Intercom</td>
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<td>Telephone</td>
<td>LSH51L</td>
<td>3</td>
<td>HP</td>
<td>Surveillance Camera Monitoring Station</td>
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<td>Printer</td>
<td>AGS740</td>
<td>1</td>
<td>Panasonic</td>
<td>Video Switcher</td>
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<td>VCR #4</td>
<td>WJ-SY208</td>
<td>8</td>
<td>Panasonic</td>
<td>Good Unit</td>
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<td>JoyStick</td>
<td>WJ-45424</td>
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<td>VICON</td>
<td>Computer with Monitor</td>
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<td>V1441-DVC</td>
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<td>Compaq</td>
<td>Computer with Monitor</td>
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<td>2 CPU; XP Pro; ADC 17&quot; Monitor</td>
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<td>GX1; Dell 17&quot; Monitor</td>
<td>VICON</td>
<td>1</td>
<td>VICON</td>
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**MAIN SKYWAY FACILITY BUILDING, Continued**

**EL PLAZA/TOWER LEVEL, continued**
### Skyway Assets.

(Page 17 of 18)

<table>
<thead>
<tr>
<th>TOLL PLAZA &amp; BOOTHS - EASTBOUND</th>
<th>MODEL MAKE</th>
<th>ADDITIONAL COMMENTS</th>
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<tr>
<td>AL. GENERAL</td>
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<td>Step Light/Go Light</td>
<td>Quantity: 8 (1 at each Booth)</td>
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<tr>
<td>Gates</td>
<td>Quantity: 8 (1 at each Booth)</td>
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</tr>
<tr>
<td>Teadel</td>
<td>Quantity: 8 (1 at each Booth)</td>
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</tr>
<tr>
<td>Light Curtain</td>
<td>Quantity: 8 (1 at each Booth)</td>
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</tr>
<tr>
<td>B. BOOTHS</td>
<td>Cash Register</td>
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</tr>
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<td>Skway Phone/internetcom</td>
<td>Quantity: 8 (1 at each Booth)</td>
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</tr>
<tr>
<td>Seat</td>
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<tr>
<td>Booth Unit</td>
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</table>
### TOLL PLAZA & BOOTHS - WESTBOUND

<table>
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<td>GENERAL</td>
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<td>Stop Light/Co.Light</td>
<td>Quantity: 8 (1 at each Booth)</td>
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</tr>
<tr>
<td>Gates</td>
<td></td>
<td></td>
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<tr>
<td>Treadel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Light Curtain</td>
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<tr>
<td>BOOTH</td>
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<td>Cash Register</td>
<td>Quantity: 8 (1 at each Booth)</td>
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</tr>
<tr>
<td>Skyway Phone/Intercom</td>
<td>Quantity: 8 (1 at each Booth)</td>
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</tr>
<tr>
<td>Stool</td>
<td></td>
<td></td>
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<tr>
<td>Booth Unit</td>
<td>Quantity: 8</td>
<td></td>
</tr>
</tbody>
</table>
recognized title insurance company or an Illinois/Indiana State licensed land
surveyor and is therefore being provided purely for informational purposes only.

Such legal description is currently being reviewed and confirmed by
representatives of a nationally recognized title insurance company and by an
Illinois/Indiana State licensed land surveyor and therefore remains subject to
further additions, omissions and/or modifications. Accordingly, in no event shall
this legal description be relied upon as an accurate and complete description of the
real property described in the Agreement.

Skyway Toll Bridge System.

Legal Description.

Introduction.

This document is a compilation of all of the available, recorded legal descriptions
used in the conveyance documents for the land acquisition for the Chicago Skyway.
Nearly all of the property was acquired in 1955, 1956 and 1957.

Out of necessity, this document is organized by the Permanent Index Numbers
(P.I.N.s). The P.I.N.s are assigned by the Cook County Assessor’s Office and
depicted on tax maps (Sidwell’s). The preferred way to organize the information
would have been by the Skyway Parcel Numbers. While there exists a one-to-one
relationship between the Skyway Parcel Numbers and the legal descriptions, lost
information, unavailable strip maps and the fact that not all of the conveyance
documents referenced the Skyway Parcel Numbers prevented the use of the Skyway
Parcel Numbers as the organizational structure for this document.

The only other choice was to organize the document by the P.I.N.s. However, the
P.I.N.s were not assigned based on the Skyway conveyances. This presented a few
problems as follows:

1. One P.I.N. may cover many Skyway Parcels. The result is that there may
   be numerous legal descriptions for one P.I.N.
2. One Skyway Parcel may cover many P.I.N.s. The result is a repetition of legal descriptions. The document is organized so that by looking up a P.I.N. you can find all of the original legal descriptions associated with that P.I.N..

3. There are many P.I.N.s that do not accurately depict the ownership. This is especially true where there were partial takings. Therefore, there are many P.I.N.s shown on the tax maps (Sidwell’s) that do not show the ownership correctly.

4. There are some legal descriptions that are not covered by P.I.N.s. Because the Skyway is now non-taxable, care has not been taken to accurately reflect the City of Chicago ownership on the tax maps. In these few areas we assigned P.I.N.s, based upon the surrounding P.I.N.s, so that the legal descriptions could be included in the document.

Our goal was to compile the legal descriptions for the Skyway conveyances by finding the original conveyance documents. In most cases we were able to do that. However, there were problems with missing documents, illegible documents and lost court case files. As a last resort we used the hand written notes and property descriptions in the margins of the Chicago Title Company’s (Property Insight) Tract Books. In one instance we used information from Case Number 58C16881, a court case between the City of Chicago and the County Treasurer of Cook County to exempt certain Skyway Parcels from taxation.

We attempted to find all the parcels that are a part of the Skyway and to find and exclude all of the excess parcels that were sold to others. We used Sidwell maps printed on mylar and plotted digital orthophotos provided by the City for this purpose.

We did not attempt to identify the rights of others as to any of the Skyway holdings. There may be easements, interests or rights granted to others along the Skyway. We have not documented these.

Lance A. Vinsel, PLS
Manager, Survey Division
Environmental Design International, Inc.
September 7, 2004
### Document Type Legend.

<table>
<thead>
<tr>
<th>Document Type Abbreviation</th>
<th>Document Type</th>
<th>Description</th>
<th>Number Of Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>CC</td>
<td>Decree And Injunction Order</td>
<td>Case Number 56C16881. A Court Case between the City of Chicago and the County Treasurer of Cook County to exempt certain Skyway Parcels from taxation. As a last resort used as a source for legal description and proof of conveyance</td>
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<td>CO</td>
<td>Condemnation Case</td>
<td>Judgment order from condemnation case. Condemnation is the process of taking private property for the public use through the power of eminent domain</td>
<td>33</td>
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<tr>
<td>CT</td>
<td>Certificate of Title</td>
<td>Document issued by the registrar of titles in the Torrens Title System, which certifies, with exceptions, the applicant’s estate in land</td>
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<td>D</td>
<td>Deed</td>
<td>Deed</td>
<td>15</td>
</tr>
<tr>
<td>ED</td>
<td>Executor’s Deed</td>
<td>Conveyance signed by a person who has been appointed executor in a will</td>
<td>2</td>
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<tr>
<td>JO</td>
<td>Judgment Order</td>
<td>Judgment order from condemnation case that was recorded in the Cook County Recorder's Office</td>
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</tr>
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<td>MN</td>
<td>Margin Notes</td>
<td>As a last resort, the handwritten notes and property descriptions in the margins of the Chicago Title Company's (Property Insight Tract Books were used</td>
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<tr>
<td>PE</td>
<td>Permanent Easement</td>
<td>A right of use over the property of another</td>
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<tr>
<td>QC</td>
<td>Quitclaim Deed</td>
<td>A quitclaim deed conveys any interest the grantor has in the land</td>
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<tr>
<td>SWD</td>
<td>Special Warranty Deed</td>
<td>A deed in which the grantor only covenants to warrant and defend the title against claims and demands of the grantor and all persons claiming by, through and under him</td>
<td>2</td>
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<tr>
<td>TX</td>
<td>Tax Deed</td>
<td>A tax deed is a deed to property sold at public sale by the County Treasurer</td>
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<tr>
<td>TD</td>
<td>Trustee's Deed</td>
<td>A trustee's deed is a deed of conveyance whereby title is going from a trust to another party</td>
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<td>WD</td>
<td>Warranty Deed</td>
<td>A warranty deed is a deed of conveyance that contains assurances by the grantor that the deed conveys a good and unencumbered title</td>
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</tbody>
</table>

Total: 487
Skyway Toll Bridge System.

Legal Description.

Permanent Index Number: 20-22-100-010


Original Skyway Parcel Number: 16-11

The east 159½ feet of the west 830 feet of a strip of land 18 feet wide north and adjoining Lot 13 in Brackett's Resubdivision of Lots 1 to 30, inclusive, in White and Dodsworth's Subdivision entitled Junction Grove, being a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-100-010


Original Skyway Parcel Number: 15-13

A strip of land lying south of the north line of the south 9.45 feet of the north 26.5 chains (except the west 391.5 feet thereof) of the west half of the northwest quarter and north of the north line of a strip of land 18 feet wide which is north and adjacent to the south 27 acres (except the west 391.5 feet thereof) of the west half of the northwest quarter and lying south and west of Pittsburgh, Fort Wayne and Chicago Railroad Company in Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-100-012


Original Skyway Parcel Number: 16-05

The east one hundred sixty and one-half (160½) feet of the west three hundred and ninety-one and one-half (391½) feet of a strip of land eighteen (18) feet wide north and adjoining the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-100-012


Original Skyway Parcel Number: 16-05

Commencing at a point in the northwest corner of Lot 1 in Brackett's Resubdivision of Lots 1 to 30, inclusive, in Junction Grove Subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian; thence north and parallel with the west line of the northwest quarter of said Section 22 to the south line of the north 100 feet of the south 109.45 feet of the north 26.50 chains of the west half of the northwest quarter of said Section 22; thence east along said south line to a point 391.5 feet east of the west line of section; thence south to the northeast corner of Lot 5 in Brackett's Resubdivision; thence west along the north line of said Lots 1 and 5 and the north line of Lot 5 extended west to the east line of Lot 1 in Brackett's Subdivision to the place of beginning, all in Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois.

Permanent Index Number: 20-22-100-017


Original Skyway Parcel Number: 15-13

A strip of land lying south of the north line of the south 9.45 feet of the north 26.5 chains (except the west 391.5 feet thereof) of the west half of the northwest quarter and north of the north line of the strip of land 18 feet wide which is north and adjacent to the south 27 acres (except the west 391.5 feet thereof) of the west half of the northwest quarter and lying south and west of Pittsburgh, Fort Wayne and Chicago Railroad Company in Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-100-017


Original Skyway Parcel Number: 16-16

A strip of land 18 feet wide lying north and adjoining the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14,
East of the Third Principal Meridian (except the west 391.5 feet and except the east 159.5 feet of the west 830 feet thereof) in Cook County, Illinois.

Permanent Index Number: 20-22-100-018


Original Skyway Parcel Number: 15-13

A strip of land lying south of the north line of the south 9.45 feet of the north 26.5 chains (except the west 391.5 feet thereof) of the west half of the northwest quarter and north of the north line of a strip of land 18 feet wide which is north and adjacent to the south 27 acres (except the west 391.5 feet thereof) of the west half of the northwest quarter and lying south and west of Pittsburgh, Fort Wayne and Chicago Railroad Company in Section 22, Township 38 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-100-018


Original Skyway Parcel Number: 16-16

A strip of land 18 feet wide lying north and adjoining the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian (except the west 391.5 feet and except the east 159.5 feet of the west 830 feet thereof) in Cook County, Illinois.

Permanent Index Number: 20-22-100-019


Original Skyway Parcel Number: ____

The east 25 feet of the north 200 feet (except the west 851 feet) of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the south line of 63rd Street, in Cook County, Illinois.
That part of Blocks 4, 6, 7, 8, 10, 11 and 12 in L.C. P. Freer’s Subdivision of the east half of the northwest quarter and that part of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the southeast corner of aforesaid Block 4; thence westerly along the south line of said Block 4, a distance of 75.46 feet; thence northwesterly a distance of 464.82 feet, as measured along the arc of a curve concave to the southwest and having a radius of 1,597.28 feet and whose chord has an angle of 63 degrees, 16 minutes, 30 seconds to the right with the south line of said Block 4; thence northwesterly along a straight line having an angle of 09 degrees, 19 minutes, 35 seconds to the left with an extension of the aforesaid chord for a distance of 2,106.27 feet; thence northwesterly a distance of 343.55 feet, as measured along the arc of a curve concave to the northeast and having a radius of 1,080.74 feet and whose chord has an angle of 09 degrees, 06 minutes, 16 seconds to the right with an extension of the last described course, to a point being 200 feet south of the north line and 412.15 feet west of the east line east of the west half of the northwest quarter of Section 22; thence easterly along a straight line 200 feet south of and parallel with the north line of the aforesaid west half of the northwest quarter of Section 22, a distance of 52.67 feet to a point; thence southeasterly a distance of 311.49 feet, as measured along the arc of a curve concave to the northeast and having a radius of 1,030.74 feet and whose chord has an angle of 62 degrees, 34 minutes, 22 seconds to the right with an extension of the last described course to a point; thence southeasterly along a straight line having an angle of 08 degrees, 39 minutes, 17 seconds to the left with an extension of the last described chord for a distance of 490.5 feet to a point; thence northwesterly a distance of 464.43 feet, as measured along the arc of a curve concave to the northeast having a radius of 1,056.74 feet and whose chord has an angle of 156 degrees, 14 minutes, 38 seconds to the left with an extension of the last described course to a point; thence northerly along a straight line being 25 feet westerly of and parallel with the east line of the west half of the northwest quarter of Section 22, a distance of 221.95 feet to a point, being 200 feet south of the north line of the said west half of the northwest quarter; thence easterly along a straight line 200 feet south of and parallel with the north line of aforesaid northwest quarter, a distance of 25.0 feet to the east line of the
west half of the northwest quarter of Section 22; thence southerly along aforesaid east line 33.0 feet; thence easterly along a straight line parallel with and 233 feet south of the north line of the east half of the northwest quarter of Section 22, a distance of 25 feet to a point; thence southerly along a straight line 25 feet east of and parallel with the west line of said east half of the northwest quarter of Section 22, a distance of 189.25 feet to a point; thence southeasterly a distance of 638.63 feet, as measured along the arc of a curve concave to the northeast having a radius of 1,006.74 feet and whose chord has an angle of 18 degrees, 07 minutes, 58 seconds to the left with an extension of the last described course to a point; thence southeasterly along a straight line having an angle of 18 degrees, 09 minutes, 12 seconds to the left with an extension of the last described chord a distance of 1,112.59 feet to the east line of said Block 7; thence southerly along the east lines of Blocks 6 and 7, a distance of 75.97 feet to a point; thence southeasterly along a straight line having an angle of 45 degrees, 07 minutes, 04 seconds to the left with an extension of the last described course a distance of 297.96 feet to a point; thence southeasterly a distance of 432.42, feet as measured along the arc of a curve concave to the southwest having a radius of 1,677.28 feet and whose chord has an angle of 18 degrees, 02 minutes, 25 seconds to the right with an extension of the last described course to a point on the east line of said Block 4 and being 25.86 feet north of the southeast corner of said Block 4; thence southerly along said east line of Block 4, a distance of 25.86 feet to the point of beginning (except therefrom that part of the aforesaid described parcel lying north of the following described lines:

beginning at a point being 727.0 feet south of the north line of the northwest quarter of Section 22 and 72.23 feet east of the west line of the east half of the aforesaid northwest quarter; thence westerly along a straight line, said line being 727.0 feet south of and parallel to the north line of the said northwest quarter a distance of 52.58 feet; thence northwesterly along a straight line to a point, being 504.77 feet south of the north line of said northwest quarter and 193.72 feet west of the east line of the west half of said northwest quarter; thence westerly along a straight line, being 504.77 feet south of and parallel to aforesaid north line of the northwest quarter a distance of 61.87 feet, all in Cook County, Illinois; also, excepting therefrom that part of Block 6 in L.C. Paine Freer Receiver Subdivision of the east half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian lying northeasternly of a line 350 feet northeasterly of the northeasterly right-of-way of Lake Shore and Michigan Southern Railroad) in Cook County, Illinois.
That part of Blocks 4, 6, 7, 8, 10, 11 and 12 in L.C.P. Freer's Subdivision of the east half of the northwest quarter and that part of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian described as follows:

beginning at the southeast corner of aforesaid Block 4; thence westerly along the south line of said Block 4 a distance of 75.46 feet; thence northwesterly a distance of 464.82 feet as measured along the arc of a curve concave to the southwest and having a radius of 1,597.28 feet and whose chord has an angle of 63 degrees, 16 minutes, 30 seconds to the right with the south line of said Block 4; thence northwesterly along a straight line having an angle of 09 degrees, 19 minutes, 35 seconds to the left with an extension of the aforesaid chord for a distance of 2,106.27 feet; thence northwesterly a distance of 343.55 feet as measured along the arc of a curve concave to the northeast and having a radius of 1,080.74 feet and whose chord has an angle of 09 degrees, 06 minutes, 16 seconds to the right with an extension of the last described course, to a point being 200 feet south of the north line and 412.15 feet west of the east line of the west half of the northwest quarter of Section 22; thence easterly along a straight line 200 feet south of and parallel with the north line of the aforesaid west half of the northwest quarter of Section 22, a distance of 52.67 feet to a point; thence southeasterly a distance of 311.49 feet as measured along the arc of a curve concave to the northeast and having a radius of 1,030.74 feet and whose chord has an angle of 62 degrees, 34 minutes, 22 seconds to the right with an extension of the last described course to a point; thence southeasterly along a straight line having an angle of 08 degrees, 39 minutes, 17 seconds to the left with an extension of the last described chord for a distance of 490.5 feet to a point; thence northwesterly a distance of 464.43 feet as measured along the arc of a curve concave to the northeast having a radius 1,056.74 feet and whose chord has an angle of 156 degrees, 14 minutes, 38 seconds to the left with an extension of the last described course to a point; thence northerly along a straight line being 25 feet westerly of and parallel with the east line of the west half of the northwest quarter Section 22 a distance of 221.95 feet to a point being 200 feet south of the north line of the said west half of the northwest quarter; thence easterly along a straight line 200 feet south of and parallel with the north line of aforesaid northwest quarter a distance of 25.0 feet to the east line of the west half of the northwest quarter of Section 22; thence southerly along aforesaid east line 33.0 feet; thence easterly along a straight line parallel with and 233 feet south of the north line of the east half
of the northwest quarter of Section 22, a distance of 25 feet to a point; thence southerly along a straight line 25 feet east of and parallel with the west line of said east half of the northwest quarter of Section 22, a distance of 189.25 feet to a point; thence southeasterly a distance of 638.63 feet as measured along the arc of a curve concave to the northeast having a radius of 1,006.74 feet and whose chord has an angle of 18 degrees, 07 minutes, 58 seconds to the left with an extension of the last described course to a point; thence southeasterly along a straight line having an angle of 18 degrees, 09 minutes, 12 seconds to the left with an extension of the last described chord a distance of 1,112.59 feet to the east line of said Block 07; thence southerly along the east lines of Blocks 6 and 7 a distance of 75.97 feet to a point; thence southeasterly along a straight line having an angle of 45 degrees, 07 minutes, 04 seconds to the left with an extension of the last described course a distance of 297.96 feet to a point; thence southeasterly a distance of 432.42 feet as measured along the arc of a curve concave to the southwest having a radius of 1,677.28 feet and whose chord has an angle of 18 degrees, 02 minutes, 25 seconds to the right with an extension of the last described course to a point on the east line of said Block 4 and being 25.86 feet north of the southeast corner of said Block 4; thence southerly along said east line of Block 4 a distance of 25.86 feet to the point of beginning (except therefrom that part of the aforesaid described parcel lying south of the following described lines:

beginning at a point being 727.0 feet south of the north line of the northwest quarter of Section 22 and 72.23 feet east of the west line of the east half of the aforesaid northwest quarter; thence westerly along a straight line, said line being 727.0 feet south of and parallel to the north line of the said northwest quarter a distance of 52.58 feet; thence northwesterly along a straight line to a point, being 504.77 feet south of the north line of said northwest quarter and 193.72 feet west of the east line of the west half of said northwest quarter; thence westerly along a straight line being 504.77 feet south of and parallel to aforesaid north line of the northwest quarter a distance of 61.87 feet, all in Cook County, Illinois.

Permanent Index Number: 20-22-100-023


Original Skyway Parcel Number: ____
Third Principal Meridian, lying south of the south line of East 63rd Street and described as follows:

beginning at a point in the south line of East 63rd Street being 395.78 feet westerly from the east line of the said west half of the northwest quarter; then southeasterly along the arc of a curve concave to the northeast and having a radius of 1,030.74 feet, a distance of 138.78 feet to a point on the south line of said north 200 feet, said point being 359.48 feet westerly of the east line of the said west half of the northwest quarter, as measured along the south line of said north 200 feet; thence westerly along the said south line of the north 200 feet a distance of 52.67 feet to a point; thence northwesterly along the arc of a curve concave to the northeast and having a radius of 1,080.74 feet, a distance of 138.07 feet to a point on the south line of West 63rd Street, said point being 446.67 feet westerly of the said east line of the west half of the northwest quarter as measured along the south line of East 63rd Street; thence easterly along the south line of East 63rd Street, a distance of 50.89 feet to the point of beginning, in Cook County, Illinois.

Permanent Index Number: 20-22-101-001


Original Skyway Parcel Number: 16-05

Lots 1 and 5 in Brackett's Resubdivision of Lots 1 to 30, inclusive, in Junction Grove Subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-101-002


Original Skyway Parcel Number: 16-68

The west 100 feet of Lot 2 and the north 5 feet of the west 100 feet of Lot 3 in Brackett and Others' Subdivision of Lots 1 to 30 in Junction Grove Subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-101-003

Source Document: 17137948/Book: 55900/Page: 454/Document Type: WD

Original Skyway Parcel Number: 16-69

The west 100 feet of Lot 4 and the south 20 feet of the west 100 feet of Lot 3 in Brackett and Others' Subdivision of Lots 1 to 30, inclusive, in Junction Grove Subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-101-004


Original Skyway Parcel Number: 16-70

The west 30½ feet of the east 60½ feet of Lots 2, 3 and 4 in Brackett and Others' Subdivision of Lots 1 to 30 in Junction Grove Subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-101-005


Original Skyway Parcel Number: 16-71

The east 30 feet of Lots 2, 3 and 4 in Brackett and Others' Subdivision of Lots 1 to 30 in Junction Grove Subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-101-006


Original Skyway Parcel Number: 16-05

Lots 1 and 5 in Brackett's Resubdivision of Lots 1 to 30, inclusive, in Junction Grove Subdivision of the north half of the south 27 acres of the west half of the
northwest quarter of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-101-007

Source Document: 16500875/Book: 53648/Page: 77/Document Type: WD

Original Skyway Parcel Number: 16-06

Lot 6 in Brackett and Others’ Subdivision of Lots 1 to 30 in Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian situated in the City of Chicago, County of Cook in the State of Illinois.

Permanent Index Number: 20-22-101-008


Original Skyway Parcel Number: 16-07

Lot 7 in Brackett and Others’ Subdivision of Lots 1 to 30 in Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-101-009

Source Document: 16698554/Book: 53987/Page: 60/Document Type: WD

Original Skyway Parcel Number: 16-08

Lot 8 in Brackett and Others’ Subdivision of Lots 1 to 30 in Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-102-001


Original Skyway Parcel Number: 16-09

Lots 9 and 10 in Brackett and Others’ Subdivision of Lots 1 to 30 in Junction Grove a subdivision of the north half of the south 27 acres of the west half of
the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-102-002
Original Skyway Parcel Number: 16-10

Lots 11 and 12 in Brackett and Others’ Subdivision of Lots 1 to 30 in Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-22-102-003
Original Skyway Parcel Number: 16-11

Lot 13 in Brackett’s Resubdivision of Lots 1 to 30, inclusive, in White and Dodsworth’s Subdivision entitled Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-22-102-004
Original Skyway Parcel Number: 16-12

Lot 14 in Brackett and Others’ Subdivision of Lots 1 to 30 in Junction Grove, a subdivision of the north half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Lot 15 in Brackett and Others' Subdivision of Lots 1 to 30 in Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 16 in Brackett's Resubdivision of Lots 1 to 30 of White and Dodsworth's Subdivision of the north half of the south 27 acres of the west half of northwest quarter of Section 22, Township 38 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Lots 17, 18 and 19 in Brackett's Resubdivision of Lots 1 to 30 in Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-103-003
Original Skyway Parcel Number: 16-04
Lots 17, 18 and 19 in Brackett's Resubdivision of Lots 1 to 30 in Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-103-004
Original Skyway Parcel Number: 16-15
Lot 20 in Brackett and Others' Subdivision of Lots 1 to 30 in Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-103-005
Original Skyway Parcel Number: 16-17
Lot 21 in Brackett and Others' Subdivision of Lots 1 to 30 in Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number: 20-22-103-006
Source Document: 16808446/Book: 54461/Page: 45/Document Type: QC
Original Skyway Parcel Number: 16-18
Lots 22 and 23 in Brackett's Resubdivision of Lots 1 to 30, both inclusive, in Junction Grove Subdivision of the north half of the south 27 acres of the west
half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-103-007


Original Skyway Parcel Number: 16-19

Lot 24 in Brackett and Others' Subdivision of Lots 1 to 30 in Junction Grove a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-103-008


Original Skyway Parcel Number: 16-20

Lot 25 in Brackett and Others' Subdivision of Lots 1 to 30 in Junction Grove Subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-103-009


Original Skyway Parcel Number: 16-21

Lots 26, 27 and 28 in Brackett's Resubdivision of Lots 1 to 30, inclusive, in Junction Grove Subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-104-001


Original Skyway Parcel Number: 16-72

Lots 2 and 3 in Block 4 in Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22,
Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of a street heretofore known as Brackett Street, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-22-104-002


Original Skyway Parcel Number: 16-73

Lot 6 in Block 4 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-104-003


Original Skyway Parcel Number: 16-74

Lot 7 in Block 4 in Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of a street heretofore known as Brackett Street, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-22-104-004


Original Skyway Parcel Number: 16-75

The north 16.20 feet of Lot 10 in Block 4 in Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of a street heretofore known as Brackett Street, in Cook County, Illinois.
Permanent Index Number: 20-22-104-016

Source Document: 56C5602/Book: _____/Page: _____/Document Type: CO

Original Skyway Parcel Number: 16-79

Lot 1 in Block 4 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-104-017


Original Skyway Parcel Number: 16-78

Lots 4 and 5 in Block 4 in Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of a street heretofore known as Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-104-018


Original Skyway Parcel Number: 16-78

Lots 4 and 5 in Block 4 in Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of a street heretofore known as Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-104-019


Original Skyway Parcel Number: 16-77

Lot 8 in Block 4 in Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the
centerline of a street heretofore known as Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-104-043


Original Skyway Parcel Number: 16-76

Lot 9 in Block 4 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, except therefrom, the south 8.25 feet of Lot 9 in Block 4 in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-105-001


Original Skyway Parcel Number: 16-22

Lot 2 in Block 3 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the center of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-105-002


Original Skyway Parcel Number: 16-23

Lot 3 in Block 3 in Junction Grove, being a subdivision of that portion lying south of the centerline of street heretofore known as Brackett Street of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-105-003


Original Skyway Parcel Number: 16-24

Lot 6 in Block 3 in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-105-004


Original Skyway Parcel Number: 16-25

Lot 7 in Block 3 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-105-005


Original Skyway Parcel Number: 16-26

Lot 10 in Block 3 in Junction Grove, being a subdivision of that portion lying south of the centerline of a street heretofore known as Brackett Street of the north half (N. ¼) of the south twenty-seven (27) acres of the west half (W. ¼) of the northwest quarter (N.W. ¼) of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number: 20-22-105-029


Original Skyway Parcel Number: 16-34

Lot 1 and the north half of Lot 4 in Block 3 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the
west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-105-030


Original Skyway Parcel Number: 16-34

Lot 1 and the north half of Lot 4 in Block 3 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-105-031


Original Skyway Parcel Number: 16-33

The north half of Lot 5 and the south half of Lot 4 in Block 3 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-105-032


Original Skyway Parcel Number: 16-33

The north half of Lot 5 and the south half of Lot 4 in Block 3 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.
Permanent Index Number: 20-22-105-033


Original Skyway Parcel Number: 16-32

The south half of Lot 5 and the north half of Lot 8 in Block 3 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-105-034


Original Skyway Parcel Number: 16-31

The south half of Lot 8 and the north half of Lot 9 in Block 3 in Junction Grove, a subdivision of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-105-062


Original Skyway Parcel Number: 16-30

The south half of Lot 9 and all of Lot 12 in Block 3 in Junction Grove, being a subdivision of that part lying south of the centerline of a street heretofore known as Brackett Street of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, except therefrom, the south 8.23 feet of Lot 9 and all of Lot 12 in Block 3, in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.
Permanent Index Number: 20-22-106-001


Original Skyway Parcel Number: 16-35

Lots 2 and 3 in Block 2 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-106-002


Original Skyway Parcel Number: 16-35

Lots 2 and 3 in Block 2 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-106-003


Original Skyway Parcel Number: 16-36

Lots 6 and 7 in Block 2 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-106-004


Original Skyway Parcel Number: 16-36

Lots 6 and 7 in Block 2 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the
northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-106-028


Original Skyway Parcel Number: 16-44

Lot 1 in Block 2 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-106-029


Original Skyway Parcel Number: 16-43

Lot 4 in Block 2 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-106-030


Original Skyway Parcel Number: 16-42

Lot 5 in Block 2 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.
Permanent Index Number: 20-22-106-031


Original Skyway Parcel Number: 16-41

Lot 8 in Block 2 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-106-032


Original Skyway Parcel Number: 16-40

Lot 9 in Block 2 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-106-033


Original Skyway Parcel Number: 16-39

Lot 12 in Block 2 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-106-034


Original Skyway Parcel Number: 16-38

That part Lot 13 lying north of a straight line extending from the southeast corner of said Lot 13 to a point on the north line and being 83 feet west of the northeast corner of said Lot 13, all in Block 2, in a subdivision of that part of
Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-106-056

Source Document: 16760006/Book: 54297/Page: 54/Document Type: WD

Original Skyway Parcel Number: 16-37

Lots Ten (10) and Eleven (11) in Block Two (2) in Junction Grove, a subdivision of that part lying south of a street heretofore known as Brackett Street of the north half of the south twenty-seven (27) acres of the west half of the northwest quarter of Section Twenty-two (22), Township Thirty-eight (38) North, Range Fourteen (14), East of the Third Principal Meridian, in Chicago, Cook County, Illinois; except therefrom, that part of Lots 10 and 11 lying south of a straight line extending from a point on the west line and being 5 feet north of the southwest corner of said Lot 10 and a point on the east line and being 15.45 feet north of the southeast corner of said Lot 11, all in Block 2 in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half, the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-107-001


Original Skyway Parcel Number: 16-45

Lot 2 in Block 1 in the subdivision of part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-22-107-002


Original Skyway Parcel Number: 16-46

Lot 3 in Block 1 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter
of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-22-107-003

Source Document: 16623293/Book: 53726/Page: 146/Document Type: WD

Original Skyway Parcel Number: 16-47

Lot 6 in Block 1 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street in Cook County, Illinois.

Permanent Index Number: 20-22-107-004


Original Skyway Parcel Number: 16-48

Lot 7 in Block 1 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-107-005

Source Document: 16607894/Book: 53672/Page: 368/Document Type: WD

Original Skyway Parcel Number: 16-49

Lot 10 in Block 1 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, situated in the city of Chicago, County of Cook, in the State of Illinois.
Permanent Index Number: 20-22-107-006


Original Skyway Parcel Number: 16-50

Lot 11 in Block 1 in the subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County Illinois.

Permanent Index Number: 20-22-107-007


Original Skyway Parcel Number: 16-51

All of Lots 1, 4, 5, 8, 9, 12, 13, 14, 16, 17, 20 and 21, also that part of Lots 15, 18 and 19 lying north of a straight line extending from a point on the east line and being 20.90 feet south of the northeast corner of said Lot 19 and a point on the west line and being 19.80 feet south of the northwest corner of said Lot 15, all in Block 1 in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-107-008


Original Skyway Parcel Number: 16-51

All of Lots 1, 4, 5, 8, 9, 12, 13, 14, 16, 17, 20 and 21, also that part of Lots 15, 18 and 19 lying north of a straight line extending from a point on the east line and being 20.90 feet south of the northeast corner of said Lot 19 and a point on the west line and being 19.80 feet south of the northwest corner of said Lot 15, all in Block 1, in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.
Permanent Index Number: 20-22-107-009


Original Skyway Parcel Number: 16-51

All of Lots 1, 4, 5, 8, 9, 12, 13, 14, 16, 17, 20 and 21, also that part of Lots 15, 18 and 19 lying north of a straight line extending from a point on the east line and being 20.90 feet south of the northeast corner of said Lot 19 and a point on the west line and being 19.80 feet south of the northwest corner of said Lot 15, all in Block 1, in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-107-010


Original Skyway Parcel Number: 16-51

All of Lots 1, 4, 5, 8, 9, 12, 13, 14, 16, 17, 20 and 21, also that part of Lots 15, 18 and 19 lying north of a straight line extending from a point on the east line and being 20.90 feet south of the northeast corner of said Lot 19 and a point on the west line and being 19.80 feet south of the northwest corner of said Lot 15, all in Block 1, in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-107-027


Original Skyway Parcel Number: 16-51

All of Lots 1, 4, 5, 8, 9, 12, 13, 14, 16, 17, 20 and 21, also that part of Lots 15, 18 and 19 lying north of a straight line extending from a point on the east line and being 20.90 feet south of the northeast corner of said Lot 19 and a point on the west line and being 19.80 feet south of the northwest corner of said Lot 15, all in Block 1, in a subdivision of that part of Junction Grove, a
subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-107-028


Original Skyway Parcel Number: 16-51

All of Lots 1, 4, 5, 8, 9, 12, 13, 14, 16, 17, 20 and 21, also that part of Lots 15, 18 and 19 lying north of a straight line extending from a point on the east line and being 20.90 feet south of the northeast corner of said Lot 19 and a point on the west line and being 19.80 feet south of the northwest corner of said Lot 15, all in Block 1, in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the north west quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-107-029


Original Skyway Parcel Number: 16-51

All of Lots 1, 4, 5, 8, 9, 12, 13, 14, 16, 17, 20 and 21, also that part of Lots 15, 18 and 19 lying north of a straight line extending from a point on the east line and being 20.90 feet south of the northeast corner of said Lot 19 and a point on the west line and being 19.80 feet south of the northwest corner of said Lot 15, all in Block 1, in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-107-030


Original Skyway Parcel Number: 16-51

All of Lots 1, 4, 5, 8, 9, 12, 13, 14, 16, 17, 20 and 21, also that part of Lots 15, 18 and 19 lying north of a straight line extending from a point on the east line
and being 20.90 feet south of the northeast corner of said Lot 19 and a point on the west line and being 19.80 feet south of the northwest corner of said Lot 15, all in Block 1, in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-107-031


Original Skyway Parcel Number: 16-51

All of Lots 1, 4, 5, 8, 9, 12, 13, 14, 16, 17, 20 and 21, also that part of Lots 15, 18 and 19 lying north of a straight line extending from a point on the east line and being 20.90 feet south of the northeast corner of said Lot 19 and a point on the west line and being 19.80 feet south of the northwest corner of said Lot 15, all in Block 1, in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-107-032


Original Skyway Parcel Number: 16-51

All of Lots 1, 4, 5, 8, 9, 12, 13, 14, 16, 17, 20 and 21, also that part of Lots 15, 18 and 19 lying north of a straight line extending from a point on the east line and being 20.90 feet south of the northeast corner of said Lot 19 and a point on the west line and being 19.80 feet south of the northwest corner of said Lot 15, all in Block 1, in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.
Permanent Index Number: 20-22-107-033


Original Skyway Parcel Number: 16-51

All of Lots 1, 4, 5, 8, 9, 12, 13, 14, 16, 17, 20 and 21, also that part of Lots 15, 18 and 19 lying north of a straight line extending from a point on the east line and being 20.90 feet south of the northeast corner of said Lot 19 and a point on the west line and being 19.80 feet south of the northwest corner of said Lot 15, all in Block 1, in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-107-034


Original Skyway Parcel Number: 16-51

All of Lots 1, 4, 5, 8, 9, 12, 13, 14, 16, 17, 20 and 21, also that part of Lots 15, 18 and 19 lying north of a straight line extending from a point on the east line and being 20.90 feet south of the northeast corner of said Lot 19 and a point on the west line and being 19.80 feet south of the northwest corner of said Lot 15, all in Block 1, in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-107-035


Original Skyway Parcel Number: 16-51

All of Lots 1, 4, 5, 8, 9, 12, 13, 14, 16, 17, 20 and 21, also that part of Lots 15, 18 and 19 lying north of a straight line extending from a point on the east line and being 20.90 feet south of the northeast corner of said Lot 19 and a point on the west line and being 19.80 feet south of the northwest corner of said Lot 15, all in Block 1, in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the
Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-107-036


Original Skyway Parcel Number: 16-51

All of Lots 1, 4, 5, 8, 9, 12, 13, 14, 16, 17, 20 and 21, also that part of Lots 15, 18 and 19 lying north of a straight line extending from a point on the east line and being 20.90 feet south of the northeast corner of said Lot 19 and a point on the west line and being 19.80 feet south of the northwest corner of said Lot 15, all in Block 1, in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-107-037


Original Skyway Parcel Number: 16-51

All of Lots 1, 4, 5, 8, 9, 12, 13, 14, 16, 17, 20 and 21, also that part of Lots 15, 18 and 19 lying north of a straight line extending from a point on the east line and being 20.90 feet south of the northeast corner of said Lot 19 and a point on the west line and being 19.80 feet south of the northwest corner of said Lot 15, all in Block 1, in a subdivision of that part of Junction Grove, a subdivision of the north half of the south 27 acres of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the centerline of Brackett Street, in Cook County, Illinois.

Permanent Index Number: 20-22-108-001


Original Skyway Parcel Number: 17-13

The west 25 feet of Block 10 (except the south 430.93 feet) in Freer Receiver Subdivision of the east half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
That part of Blocks 4, 6, 7, 8, 10, 11 and 12 in L.C.P. Freer's Subdivision of the east half of the northwest quarter and that part of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the southeast corner of aforesaid Block 4; thence westerly along the south line of said Block 4 a distance of 75.46 feet; thence northwesterly a distance of 464.82 feet as measured along the arc of a curve concave to the southwest and having a radius of 1,597.28 feet and whose chord has an angle of 63 degrees, 16 minutes, 30 seconds to the right with the south line of said Block 4; thence northwesterly along a straight line having an angle of 09 degrees, 19 minutes, 35 seconds to the left with an extension of the aforesaid chord for a distance of 2,106.27 feet; thence northwesterly a distance of 343.55 feet as measured along the arc of a curve concave to the northeast and having a radius of 1,080.74 feet and whose chord has an angle of 09 degrees, 06 minutes, 16 seconds to the right with an extension of the last described course, to a point being 200 feet south of the north line and 412.15 feet west of the east line of the west half of the northwest quarter of Section 22; thence easterly along a straight line 200 feet south of and parallel with the north line of the aforesaid west half of the northwest quarter of Section 22, a distance of 52.67 feet to a point; thence southeasterly a distance of 311.49 feet, as measured along the arc of a curve concave to the northeast and having a radius of 1,030.74 feet and whose chord has an angle of 62 degrees, 34 minutes, 22 seconds to the right with an extension of the last described course to a point; thence southeasterly along a straight line having an angle of 08 degrees, 39 minutes, 17 seconds to the left with an extension of the last described chord for a distance of 490.5 feet to a point; thence northwesterly a distance of 464.43 feet, as measured along the arc of a curve concave to the northeast having a radius of 1,056.74 feet and whose chord has an angle of 156 degrees, 14 minutes, 38 seconds to the left with an extension of the last described course to a point; thence northerly along a straight line being 25 feet westerly of and parallel with the east line of the west half of the northwest quarter of Section 22, a distance of 221.95 feet to a point, being 200 feet south of the north line of the said west half of the northwest quarter; thence southerly along a straight line 200 feet south of and parallel with the north line of aforesaid northwest quarter a distance of 25.0 feet to the east line of the west half of the northwest quarter of Section 22; thence southerly along aforesaid east line 33.0 feet; thence easterly along a straight line parallel with and 233 feet south of the north line
of the east half of the northwest quarter of Section 22, a distance of 25 feet to a point; thence southerly along a straight line 25 feet east of and parallel with the west line of said east half of the northwest quarter of Section 22, a distance of 189.25 feet to a point; thence southeasterly a distance of 638.63 feet, as measured along the arc of a curve concave to the northeast having a radius of 1,006.74 feet and whose chord has an angle of 18 degrees, 07 minutes, 58 seconds to the left with an extension of the last described course, to a point; thence southeasterly along a straight line having an angle of 18 degrees, 09 minutes, 12 seconds to the left with an extension of the last described chord a distance of 1,112.59 feet to the east line of said Block 7; thence southerly along the east lines of Blocks 6 and 7 a distance of 75.97 feet to a point; thence southeasterly along a straight line having an angle of 45 degrees, 07 minutes, 04 seconds to the left with an extension of the last described course a distance of 297.96 feet to a point; thence southeasterly a distance of 432.42 feet, as measured along the arc of a curve concave to the southwest having a radius of 1,677.28 feet and whose chord has an angle of 18 degrees, 02 minutes, 25 seconds to the right with an extension of the last described course to a point on the east line of said Block 4 and being 25.86 feet north of the southeast corner of said Block 4; thence southerly along said east line of Block 4 a distance of 25.86 feet to the point of beginning (except therefrom that part of the aforesaid described parcel lying south of the following described lines beginning at a point being 727.0 feet south of the north line of the northwest quarter of Section 22 and 72.23 feet east of the west line of the east half of the aforesaid northwest quarter; thence westerly along a straight line, said line being 727.0 feet south of and parallel to the north line of the said northwest quarter a distance of 52.58 feet; thence northwesterly along a straight line to a point being 504.77 feet south of the north line of said northwest quarter and 193.72 feet west of the east line of the west half of said northwest quarter; thence westerly along a straight line being 504.77 feet south of and parallel to aforesaid north line of the northwest quarter a distance of 61.87 feet), all in Cook County, Illinois.

Permanent Index Number: 20-22-108-005

Source Document: 17147264/Book: 55926/Page: 90/Document Type: PE

Original Skyway Parcel Number: ______

That part of Blocks 4, 6, 7, 8, 10, 11 and 12 in L.C.P. Freer’s Subdivision of the east half of the northwest quarter and that part of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:
beginning at the southeast corner of aforesaid Block 4; thence westerly along the south line of said Block 4 a distance of 75.46 feet; thence northwesterly a distance of 464.82 feet, as measured along the arc of a curve concave to the southwest and having a radius of 1,597.28 feet and whose chord has an angle of 63 degrees, 16 minutes, 30 seconds to the right with the south line of said Block 4; thence northwesterly along a straight line having an angle of 09 degrees, 19 minutes, 35 seconds to the left with an extension of the aforesaid chord for a distance of 2,106.27 feet; thence northwesterly a distance of 343.55 feet as measured along the arc of a curve concave to the northeast and having a radius of 1,080.74 feet and whose chord has an angle of 09 degrees, 06 minutes, 16 seconds to the right with an extension of the last described course, to a point being 200 feet south of the north line and 412.15 feet west of the east line of the west half of the northwest quarter of Section 22; thence easterly along a straight line 200 feet south of and parallel with the north line of the aforesaid west half of the northwest quarter of Section 22, a distance of 52.67 feet to a point; thence southeasterly a distance of 311.49 feet as measured along the arc of a curve concave to the northeast and having a radius of 1,030.74 feet and whose chord has an angle of 62 degrees, 34 minutes, 22 seconds to the right with an extension of the last described course to a point; thence southeasterly along a straight line having an angle of 08 degrees, 39 minutes, 17 seconds to the left with an extension of the last described chord for a distance of 490.5 feet to a point; thence northwesterly a distance of 464.43 feet, as measured along the arc of a curve concave to the northeast having a radius of 1,056.74 feet and whose chord has an angle of 156 degrees, 14 minutes, 38 seconds to the left with an extension of the last described course, to a point; thence northerly along a straight line being 25 feet westerly of and parallel with the east line of the east half of the northwest quarter of Section 22 a distance of 221.95 feet to a point being 200 feet south of the north line of the said west half of the northwest quarter; thence easterly along a straight line 200 feet south of and parallel with the north line of aforesaid northwest quarter a distance of 25.0 feet to the east line of the east half of the northwest quarter of Section 22; thence southerly along aforesaid east line 33.0 feet; thence easterly along a straight line parallel with and 233 feet south of the north line of the east half of the northwest quarter of Section 22, a distance of 25 feet to a point; thence southerly along a straight line 25 feet east of and parallel with the west line of said east half of the northwest quarter of Section 22, a distance of 189.25 feet to a point; thence southeasterly a distance of 638.63 feet, as measured along the arc of a curve concave to the northeast having a radius of 1,006.74 feet and whose chord has an angle of 18 degrees, 07 minutes, 58 seconds to the left with an extension of the last described course, to a point; thence southeasterly along a straight line having an angle of 18 degrees, 09 minutes, 12 seconds to the left with an extension of the last described chord a distance of 1,112.59 feet to the east line of said Block 7; thence southerly along the east lines of Blocks 6
and 7 a distance of 75.97 feet to a point; thence southeasterly along a straight line having an angle of 45 degrees, 07 minutes, 04 seconds to the left with an extension of the last described course a distance of 297.96 feet to a point; thence southeasterly a distance of 432.42 feet as measured along the arc of a curve concave to the southwest having a radius of 1,677.28 feet and whose chord has an angle of 18 degrees, 02 minutes, 25 seconds to the right with an extension of the last described course to a point on the east line of said Block 4 and being 25.86 feet north of the southeast corner of said Block 4; thence southerly along said east line of Block 4, a distance of 25.86 feet to the point of beginning (except therefrom that part of the aforesaid described parcel lying south of the following described lines; beginning at a point being 727.0 feet south of the north line of the northwest quarter of Section 22 and 72.23 feet east of the west line of the east half of the aforesaid northwest quarter; thence westerly along a straight line, said line being 727.0 feet south of and parallel to the north line of the said northwest quarter a distance of 52.58 feet; thence northwesterly along a straight line to a point, being 504.77 feet south of the north line of said northwest quarter and 193.72 feet west of the east line of the west half of said northwest quarter; thence westerly along a straight line being 504.77 feet south of and parallel to aforesaid north line of the northwest quarter a distance of 61.87 feet), all in Cook County, Illinois.

Permanent Index Number: 20-22-108-005


Original Skyway Parcel Number: _______

That part of Blocks 4, 6, 7, 8, 10, 11 and 12 in L.C.P. Freer's Subdivision of the east half of the northwest quarter and that part of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the southeast corner of aforesaid Block 4; thence westerly along the south line of said Block 4 a distance of 75.46 feet; thence northwesterly a distance of 464.82 feet as measured along the arc of a curve concave to the southwest and having a radius of 1,597.28 feet and whose chord has an angle of 63 degrees, 16 minutes, 30 seconds to the right with the south line of said Block 4; thence northwesterly along a straight line having an angle of 09 degrees, 19 minutes, 35 seconds to the left with an extension of the aforesaid chord for a distance of 2,106.27 feet; thence northwesterly a distance of 343.55 feet as measured along the arc of a curve concave to the northeast and having a radius of 1,080.74 feet and whose chord has an angle of 09 degrees, 06 minutes, 16 seconds to the right with an extension of the
last described course, to a point being 200 feet south of the north line and 412.15 feet west of the east line of the west half of the northwest quarter of Section 22; thence easterly along a straight line 200 feet south of and parallel with the north line of the aforesaid west half of the northwest quarter of Section 22, a distance of 52.67 feet to a point; thence southeasterly a distance of 311.49 feet, as measured along the arc of a curve concave to the northeast and having a radius of 1,030.74 feet and whose chord has an angle of 62 degrees, 34 minutes, 22 seconds to the right with an extension of the last described course to a point; thence southeasterly along a straight line having an angle of 08 degrees, 39 minutes, 17 seconds to the left with an extension of the last described chord for a distance of 490.5 feet to a point; thence northerly along a straight line being 25 feet westerly of and parallel with the east line of the west half of the northwest quarter of Section 22, a distance of 221.95 feet to a point being 200 feet south of the north line of the said west half of the northwest quarter; thence easterly along a straight line 200 feet south of and parallel with the north line of aforesaid northwest quarter a distance of 25.0 feet to the east line of the west half of the northwest quarter of Section 22; thence southerly along aforesaid east line 33.0 feet; thence easterly along a straight line parallel with and 233 feet south of the north line of the east half of the northwest quarter of Section 22, a distance of 25 feet to a point; thence southerly along a straight line 25 feet east of and parallel with the west line of said east half of the northwest quarter of Section 22, a distance of 189.25 feet to a point; thence southeasterly a distance of 638.63 feet, as measured along the arc of a curve concave to the northeast having a radius of 1,006.74 feet and whose chord has an angle of 18 degrees, 07 minutes, 58 seconds to the left with an extension of the last described course to a point; thence southeasterly along a straight line having an angle of 18 degrees, 09 minutes, 12 seconds to the left with an extension of the last described chord a distance of 1,112.59 feet to the east line of said Block 7; thence southerly along the east lines of Blocks 6 and 7 a distance of 75.97 feet to a point; thence southeasterly along a straight line having an angle of 45 degrees, 07 minutes, 04 seconds to the left with an extension of the last described course a distance of 297.96 feet to a point; thence southeasterly a distance of 432.42 feet as measured along the arc of a curve concave to the southwest having a radius of 1,677.28 feet and whose chord has an angle of 18 degrees, 02 minutes, 25 seconds to the right with an extension of the last described course to a point on the east line of said Block 4 and being 25.86 feet north of the southeast corner of said Block 4; thence southerly along said east line of Block 4 a distance of 25.86 feet to the point of beginning (except therefrom that part of the aforesaid described parcel lying north of the following described lines:
beginning at a point being 727.0 feet south of the north line of the northwest quarter of Section 22 and 72.23 feet east of the west line of the east half of the aforesaid northwest quarter; thence westerly along a straight line, said line being 727.0 feet south of and parallel to the north line of the said northwest quarter a distance of 52.58 feet; thence northwesterly along a straight line to a point, being 504.77 feet south of the north line of said northwest quarter and 193.72 feet west of the east line of the west half of said northwest quarter; thence westerly along a straight line being 504.77 feet south of and parallel to aforesaid north line of the northwest quarter a distance of 61.87 feet, all in Cook County, Illinois; also excepting therefrom that part of Block 6 in L.C. Paine Freer Receiver Subdivision of the east half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying northeasterly of a line 350 feet northeasterly of the northeasterly right-of-way of the Lake Shore and Michigan Southern Railroad), in Cook County, Illinois.

Permanent Index Number: 20-22-108-008


Original Skyway Parcel Number: ___

That part of Blocks 4, 6, 7, 8, 10, 11 and 12 in L.C. P. Freer's Subdivision of the east half of the northwest quarter and that part of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the southeast corner of aforesaid Block 4; thence westerly along the south line of said Block 4 a distance of 75.46 feet; thence northwesterly a distance of 464.82 feet, as measured along the arc of a curve concave to the southwest and having a radius of 1,597.28 feet and whose chord has an angle of 63 degrees, 16 minutes, 30 seconds to the right with the south line of said Block 4; thence northwesterly along a straight line having an angle of 09 degrees, 19 minutes, 35 seconds to the left with an extension of the aforesaid chord for a distance of 2,106.27 feet; thence northwesterly a distance of 343.55 feet, as measured along the arc of a curve concave to the northeast and having a radius of 1,080.74 feet and whose chord has an angle of 09 degrees, 06 minutes, 16 seconds to the right with an extension of the last described course, to a point being 200 feet south of the north line and 412.15 feet west of the east line of the west half of the northwest quarter of Section 22; thence easterly along a straight line 200 feet south of and parallel with the north line of the aforesaid west half of the northwest quarter of Section 22, a distance of 52.67 feet to a point; thence southeasterly a
distance of 311.49 feet, as measured along the arc of a curve concave to the northeast and having a radius of 1,030.74 feet and whose chord has an angle of 62 degrees, 34 minutes, 22 seconds to the right with an extension of the last described course to a point; thence southeasterly along a straight line having an angle of 08 degrees, 39 minutes, 17 seconds to the left with an extension of the last described chord for a distance of 490.5 feet to a point; thence northwesterly a distance of 464.43 feet as measured along the arc of a curve concave to the northeast having a radius of 1,056.74 feet and whose chord has an angle of 156 degrees, 14 minutes, 38 seconds to the left with an extension of the last described course, to a point; thence northerly along a straight line being 25 feet westerly of and parallel with the east line of the west half of the northwest quarter of Section 22, a distance of 221.95 feet to a point being 200 feet south of the north line of the said west half of the northwest quarter; thence easterly along a straight line 200 feet south of and parallel with the north line of aforesaid northwest quarter a distance of 25.0 feet to the east line of the west half of the northwest quarter of Section 22; thence southerly along aforesaid east line 33.0 feet; thence easterly along a straight line parallel with and 233 feet south of the north line of the east half of the northwest quarter of Section 22, a distance of 25 feet to a point; thence southerly along a straight line 25 feet east of and parallel with the west line of said east half of the northwest quarter of Section 22, a distance of 189.25 feet to a point; thence southeasterly a distance of 638.63 feet as measured along the arc of a curve concave to the northeast having a radius of 1,006.74 feet and whose chord has an angle of 18 degrees, 07 minutes, 58 seconds to the left with an extension of the last described course to a point; thence southeasterly along a straight line having an angle of 18 degrees, 09 minutes, 12 seconds to the left with an extension of the last described chord a distance of 1,112.59 feet to the east line of said Block 7; thence southerly along the east lines of Blocks 6 and 7, a distance of 75.97 feet to a point; thence southeasterly along a straight line having an angle of 45 degrees, 07 minutes, 04 seconds to the left with an extension of the last described course a distance of 297.96 feet to a point; thence southeasterly a distance of 432.42 feet as measured along the arc of a curve concave to the southwest having a radius of 1,677.28 feet and whose chord has an angle of 18 degrees, 02 minutes, 25 seconds to the right with an extension of the last described course to a point on the east line of said Block 4 and being 25.86 feet north of the southeast corner of said Block 4; thence southerly along said east line of Block 4, a distance of 25.86 feet to the point of beginning (except therefrom that part of the aforesaid described parcel lying north of the following described lines: beginning at a point being 727.0 feet south of the north line of the northwest quarter of Section 22 and 72.23 feet east of the west line of the east half of the aforesaid northwest quarter; thence westerly along a straight line, said line being 727.0 feet south of and parallel to the north line of the said northwest quarter a distance of 52.58 feet; thence northwesterly along a
straight line to a point, being 504.77 feet south of the north line of said northwest quarter and 193.72 feet west of the east line of the west half of said northwest quarter; thence westerly along a straight line being 504.77 feet south of and parallel to aforesaid north line of the northwest quarter a distance of 61.87 feet, all in Cook County, Illinois; also excepting therefrom that part of Block 6 in L.C. Paine Freer Receiver Subdivision of the east half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying northeasterly of a line 350 feet northeasterly of the northeasterly right-of-way of the Lake Shore and Michigan Southern Railroad, in Cook County, Illinois.

Permanent Index Number: 20-22-108-010


Original Skyway Parcel Number: _____

That part of Blocks 4, 6, 7, 8, 10, 11 and 12 in L. C. P. Freer’s Subdivision of the east half of the northwest quarter and that part of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the southeast corner of aforesaid Block 4; thence westerly along the south line of said Block 4 a distance of 75.46 feet; thence northwesterly a distance of 464.82 feet as measured along the arc of a curve concave to the southwest and having a radius of 1,597.28 feet and whose chord has an angle of 63 degrees, 16 minutes, 30 seconds to the right with the south line of said Block 4; thence northwesterly along a straight line having an angle of 09 degrees, 19 minutes, 35 seconds to the left with an extension of the aforesaid chord for a distance of 2,106.27 feet; thence northwesterly a distance of 343.55 feet, as measured along the arc of a curve concave to the northeast and having a radius of 1,080.74 feet and whose chord has an angle of 09 degrees, 06 minutes, 16 seconds to the right with an extension of the last described course, to a point being 200 feet south of the north line and 412.15 feet west of the east line of the west half of the northwest quarter of Section 22; thence easterly along a straight line 200 feet south of and parallel with the north line of the aforesaid west half of the northwest quarter of Section 22, a distance of 52.67 feet to a point; thence southeasterly a distance of 311.49 feet as measured along the arc of a curve concave to the northeast and having a radius of 1,030.74 feet and whose chord has an angle of 62 degrees, 34 minutes, 22 seconds to the right with an extension of the last described course to a point; thence southeasterly along a straight line having an angle of 08 degrees, 39 minutes, 17 seconds to the left with an extension of the last described chord for a distance of 490.5 feet to a point; thence northwesterly a
distance of 464.43 feet as measured along the arc of a curve concave to the northeast having a radius of 1,056.74 feet and whose chord has an angle of 156 degrees, 14 minutes, 38 seconds to the left with an extension of the last described course, to a point; thence northerly along a straight line being 25 feet westerly of and parallel with the east line of the west half of the northwest quarter of Section 22, a distance of 221.95 feet to a point being 200 feet south of the north line of the said west half of the northwest quarter; thence easterly along a straight line 200 feet south of and parallel with the north line of aforesaid in northwest quarter a distance of 25.0 feet to the east line of the west half of the northwest quarter of Section 22; thence southerly along aforesaid east line 33.0 feet; thence easterly along a straight line parallel with and 233 feet south of the north line of the east half of the northwest quarter of Section 22, a distance of 25 feet to a point; thence southerly along a straight line 25 feet east of and parallel with the west line of said east half of the northwest quarter of Section 22, a distance of 189.25 feet to a point, thence southeasterly a distance of 638.63 feet, as measured along the arc of a curve concave to the northeast having a radius of 1,006.74 feet and whose chord has an angle of 18 degrees, 07 minutes, 58 seconds to the left with an extension of the last described course, to a point; thence southeasterly along a straight line having an angle of 18 degrees, 09 minutes, 12 seconds to the left with an extension of the last described chord a distance of 1,112.59 feet to the east line of said Block 7; thence southerly along the east lines of Blocks 6 and 7 a distance of 75.97 feet to a point; thence southeasterly along a straight line having an angle of 45 degrees, 07 minutes, 04 seconds to the left with an extension of the last described course a distance of 297.96 feet to a point; thence southeasterly a distance of 432.42 feet as measured along the arc of a curve concave to the southwest having a radius of 1,677.28 feet and whose chord has an angle of 18 degrees, 02 minutes, 25 seconds to the right with an extension of the last described course to a point on the east line of said Block 4 and being 25.86 feet north of the southeast corner of said Block 4; thence southerly along said east line of Block 4 a distance of 25.86 feet to the point of beginning (except therefrom that part of the aforesaid described parcel lying north of the following described lines:

beginning at a point being 727.0 feet south of the north line of the northwest quarter of Section 22 and 72.23 feet east of the west line of the east half of the aforesaid northwest quarter; thence westerly along a straight line, said line being 727.0 feet south of and parallel to the north line of the said northwest quarter a distance of 52.58 feet; thence northwesterly along a straight line to a point, being 504.77 feet south of the north line of said northwest quarter and 193.72 feet west of the east line of the west half of said northwest quarter; thence westerly along a straight line being 504.77 feet south of and parallel to aforesaid north line of the northwest quarter a distance of 61.87 feet, all in Cook County, Illinois; also excepting therefrom that part of Block 6 in L. C. Paine Freer Receiver Subdivision of the east half
of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying northeasterly of a line 350 feet northeasterly of the northeasterly right-of-way of Lake Shore and Michigan Southern Railroad, in Cook County, Illinois.

Permanent Index Number: 20-22-108-013


Original Skyway Parcel Number: ____

That part of Block 6 in L. C. Paine Freer Receiver Subdivision of the east half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying northeasterly of a line 350 feet northeasterly of the northeasterly right-of-way of Lake Shore and Michigan Southern Railroad, in Cook County, Illinois.

Permanent Index Number: 20-22-108-013


Original Skyway Parcel Number: ____

That part of Blocks 4, 6, 7, 8, 10, 11 and 12 in L. C. P. Freer's Subdivision of the east half of the northwest quarter and that part of the west half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the southeast corner of aforesaid Block 4; thence westerly along the south line of said Block 4 a distance of 75.46 feet; thence northwesterly a distance of 464.82 feet as measured along the arc of a curve concave to the southwest and having a radius of 1,597.28 feet and whose chord has an angle of 63 degrees, 16 minutes, 30 seconds to the right with the south line of said Block 4; thence northwesterly along a straight line having an angle of 09 degrees 19 minutes, 35 seconds to the left with an extension of the aforesaid chord for a distance of 2,106.27 feet; thence northwesterly a distance of 343.55 feet, as measured along the arc of a curve concave to the northeast and having a radius of 1,080.74 feet and whose chord has an angle of nine degrees, 06 minutes, 16 seconds to the right with an extension of the last described course, to a point being 200 feet south of the north line and 412.15 feet west of the east line of the west half of the northwest quarter of Section 22; thence easterly along a straight line 200 feet south of and parallel with the north line of the aforesaid west half of the northwest
quarter of Section 22, a distance of 52.67 feet to a point; thence southeasterly a distance of 311.49 feet, as measured along the arc of a curve concave to the northeast and having a radius of 1,030.74 feet and whose chord has an angle of 62 degrees, 34 minutes, 22 seconds to the right with an extension of the last described course to a point; thence southeasterly along a straight line having an angle of 08 degrees, 39 minutes, 17 seconds to the left with an extension of the last described chord for a distance of 490.5 feet to a point; thence northwesterly a distance of 464.43 feet, as measured along the arc of a curve concave to the northeast having a radius of 1,056.74 feet and whose chord has an angle of 156 degrees, 14 minutes, 38 seconds to the left with an extension of the last described course, to a point; thence northerly along a straight line being 25 feet westerly of and parallel with the east line of the west half of the northwest quarter of Section 22, a distance of 221.95 feet to a point being 200 feet south of the north line of the said west half of the northwest quarter; thence easterly along a straight line 200 feet south of and parallel with the north line of aforesaid northwest quarter a distance of 25.0 feet to the east line of the west half of the northwest quarter of Section 22; thence southerly along aforesaid east line 33.0 feet; thence easterly along a straight line parallel with and 233 feet south of the north line of the east half of the northwest quarter of Section 22, a distance of 25 feet to a point; thence southerly along a straight line 25 feet east of and parallel with the west line of said east half of the northwest quarter of Section 22, a distance of 189.25 feet to a point; thence southeasterly a distance of 638.63 feet, as measured along the arc of a curve concave to the northeast having a radius of 1,006.74 feet and whose chord has an angle of 18 degrees, 07 minutes, 58 seconds to the left with an extension of the last described course, to a point; thence southeasterly along a straight line having an angle of 18 degrees, 09 minutes, 12 seconds to the left with an extension of the last described chord a distance of 1,112.59 feet to the east line of said Block 7; thence southerly along the east lines of Blocks 6 and 7 a distance of 75.97 feet to a point; thence southeasterly along a straight line having an angle of 45 degrees, 07 minutes, 04 seconds to the left with an extension of the last described course a distance of 297.96 feet to a point; thence southeasterly a distance of 432.42 feet as measured along the arc of a curve convex to the southwest having a radius of 1,677.28 feet and whose chord has an angle of 18 degrees, 02 minutes, 25 seconds to the right with an extension of the last described course to a point on the east line of said Block 4 and being 25.86 feet north of the southeast corner of said Block 4; thence southerly along said east line of Block 4 a distance of 25.86 feet to the point of beginning (except therewith that part of the aforesaid described parcel lying north of the following described lines:

beginning at a point being 727.0 feet south of the north line of the northwest quarter of Section 22 and 72.23 feet east of the west line of the east half of the aforesaid northwest quarter; thence westerly along a
straight line, said line being 727.0 feet south of and parallel to the north line of the said northwest quarter a distance of 52.58 feet; thence northwesterly along a straight line to a point, being 504.77 feet south of the north line of said northwest quarter and 193.72 feet west of the east line of the west half of said northwest quarter; thence westerly along a straight line being 504.77 feet south of and parallel to aforesaid north line of the northwest quarter a distance of 61.87 feet, all in Cook County, Illinois; also excepting therefrom that part of Block 6 in L. C. Paine Freer’s Receiver Subdivision of the east half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying northeasterly of a line 350 feet northeasterly of the northeasterly right-of-way of Lake Shore and Michigan Southern Railroad), in Cook County, Illinois.

Permanent Index Number: 20-22-108-028


Original Skyway Parcel Number: 17-12

That part of Block 13 (except that part thereof conveyed to the Lake Shore and Michigan Southern Railway Company and the Pittsburgh, Fort Wayne and Chicago Railway Company, and except the 220 feet thereof, as measured on the south line of said Block 13), lying north of the following described lines:

beginning at a point on the west line of and being 508.96 feet north of the southwest corner of said Block 13; thence southeast along a curve convex northeasterly and having a radius of 1,216.5 feet, a distance of 167.87 feet, to a point, said point being 409.37 feet north of the south line of said Block 13; thence east along a straight line being 409.37 feet north of and parallel with the south line of said Block 13 a distance of 17.48 feet to the west line of the east 220 feet of said Block 13, all in L. C. Paine Freer’s Subdivision of the east half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, excepting therefrom, that part of Parcel S17-12 in Block 13 in L. C. Paine Freer’s Subdivision of east half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois described as follows:

beginning at a point in the west line of the east 220 feet of said Block 13, said point being 409.37 feet north of the south line of said Block 13; thence west along a straight line being 409.37 feet north of and parallel with the south line of said Block 13, 17.48 feet to a point; thence northwest along a curve convex northeasterly and having a radius of 1,216.5 feet a distance
of 6.49 feet to a point, said point being 414.00 feet north of the south line of said Block 13; thence east along a straight line being 414.00 feet north and parallel with the south line of said Block 13 a distance of 22.98 feet to the west line of the east 270 feet of said Block 13; thence south along said west line to the point of beginning.

Permanent Index Number: 20-22-108-029


Original Skyway Parcel Number: 17-13

Beginning at a point on the east line of Block 13 in Freer's Subdivision of the east half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, said point being 162.57 feet northerly from the southeast corner of said Block 13; thence northwesterly, as measured along a straight line, having an angle of 42 degrees, 16 minutes, 17 seconds in the northwest quadrant with aforesaid east line, for a distance of 180.32 feet to a point, said point being tangent to a 1,216.5 foot radius (04 degrees, 42 minutes, 39 seconds) curve concave to the southwest; thence along the arc of said curve for 8.68 feet to a point, said point being 300.0 feet northerly from the south line of said Block 13 and 130 feet westerly, as measured normal to the east line of said Block 13; thence easterly along a straight line to a point on the east line of said Block 13; said point being 300.0 feet northerly from the southeast corner of said Block 13; thence southerly along said east line to point of beginning, all in the east half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-108-029


Original Skyway Parcel Number: 17-13

That part of the east 220.0 feet, as measured on the south line of Block 13 (except part for railroad) in Freer's Subdivision of the east half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying northerly and northeasterly of the following described line:
beginning at a point on the east line of said Block 13, said point being 300.00 feet northerly, as measured along aforesaid east line from the southeast corner of said Block 13; thence westerly along a straight line, as measured normal to aforesaid east line for 130.0 feet to a point on a 1,216.5 foot radius (04 degrees, 42 minutes, 39 seconds) curve concave to the southwest; thence northwesterly along the arc of said curve for 129.71 feet to a point on a line 393.98 feet northerly of the south line of said Block 13 and being 220.0 feet westerly, as measured normal to said east line of Block 13, situated in the County of Cook, in the State of Illinois.

Permanent Index Number: 20-22-108-033


Original Skyway Parcel Number: 15-09-1

That part of Block 4 in L.C. Paine Freer's Subdivision of the east half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

commencing at the northwest corner of aforesaid Block 4; thence easterly along the north line of aforesaid Block 4 a distance of 50.57 feet; thence southeasterly along a straight line having an angle of 53 degrees, 57 minutes, 30 seconds measured to the right with the aforesaid described course extended, a distance of 173.14 feet; thence westerly along a line parallel to the north line of aforesaid Block 4 and 140 feet south, measured normal to the north line of aforesaid Block 4, a distance of 20.32 feet to a straight line 350 feet northerly from and parallel with the northerly line of the right-of-way of the Lake Shore and Michigan Southern Railroad; thence northwesterly along a straight line 350 feet northerly from and parallel with the northerly line of the right-of-way of the Lake Shore and Michigan Southern Railroad to the west line of Block 4 a distance of 187 feet; thence along the west line of Block 4 a distance of 7.72 feet to the place of beginning, in Cook County, Illinois.

Permanent Index Number: 20-22-108-035


Original Skyway Parcel Number: _____

That part of Blocks 4, 6, 7, 8, 10, 11 and 12 in L.C.P. Freer's Subdivision of the east half of the northwest quarter and that part of the west half of the
northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the southeast corner of aforesaid Block 4; thence westerly along the south line of said Block 4 a distance of 75.46 feet; thence northwesterly a distance of 464.82 feet, as measured along the arc of a curve concave to the southwest and having a radius of 1,597.28 feet and whose chord has an angle of 63 degrees, 16 minutes, 30 seconds to the right with the south line of said Block 4; thence northwesterly along a straight line having an angle of 09 degrees, 19 minutes, 35 seconds to the left with an extension of the aforesaid chord for a distance of 2,106.27 feet; thence northwesterly a distance of 343.55 feet, as measured along the arc of a curve concave to the northeast and having a radius of 1,080.74 feet and whose chord has an angle of 09 degrees, 06 minutes, 16 seconds to the right with an extension of the last described course to a point being 200 feet south of the north line and 412.15 feet west of the east line of the west half of the northwest quarter of Section 22; thence easterly along a straight line 200 feet south of and parallel with the north line of the aforesaid west half of the northwest quarter of Section 22, a distance of 52.67 feet to a point; thence southeasterly a distance of 311.49 feet, as measured along the arc of a curve concave to the northeast and having a radius of 1,030.74 feet and whose chord has an angle of 62 degrees, 34 minutes, 22 seconds to the right with an extension of the last described course to a point; thence southeasterly along a straight line having an angle of 08 degrees, 39 minutes, 17 seconds to the left with an extension of the last described chord for a distance of 490.5 feet to a point; thence northwesterly a distance of 464.43 feet, as measured along the arc of a curve concave to the northeast having a radius 1,056.74 feet and whose chord has an angle of 156 degrees, 14 minutes, 38 seconds to the left with an extension of the last described course to a point; thence northerly along a straight line being 25 feet westerly of and parallel with the east line of the west half of the northwest quarter of Section 22 a distance of 221.95 feet to a point, being 200 feet south of the north line of the said west half of the northwest quarter; thence easterly along a straight line 200 feet south of and parallel with the north line of aforesaid northwest half a distance of 25.0 feet to the east line of the west half of the northwest quarter of Section 22; thence southerly along aforesaid east line 33.0 feet; thence easterly along a straight line parallel with and 233 feet south of the north line of the east half of the northwest quarter of Section 22, a distance of 25 feet to a point; thence southerly along a straight line 25 feet east of and parallel with the west line of said east half of the northwest quarter of Section 22 a distance of 189.25 feet to a point, thence southeasterly a distance of 638.63 feet, as measured along the arc of a curve concave to the northeast, having a radius of 1,006.74 feet and whose chord has an angle of 18 degrees, 07 minutes, 58 seconds to the left with an extension of the last described course to a point; thence southeasterly along a straight line having an angle of 18 degrees, 09 minutes,
12 seconds to the left with an extension of the last described chord a distance of 1,112.59 feet to the east line of said Block 7; thence southerly along the east lines of Blocks 6 and 7 a distance of 75.97 feet to a point; thence southeasterly along a straight line having an angle of 45 degrees, 07 minutes, 04 seconds to the left with an extension of the last described course a distance of 297.96 feet to a point; thence southeasterly a distance of 432.42 feet as measured along the arc of a curve concave to the southwest having a radius of 1,677.28 feet and whose chord has an angle of 18 degrees, 02 minutes, 25 seconds to the right with an extension of the last described course to a point on the east line of said Block 4 and being 25.86 feet north of the southeast corner of said Block 4; thence southerly along said east line of Block 4 a distance of 25.86 feet to the point of beginning (except therefrom that part of the aforesaid described parcel lying north of the following described lines:

beginning at a point being 727.0 feet south of the north line of the northwest quarter of Section 22 and 72.23 feet east of the west line of the east half of the aforesaid northwest quarter; thence westerly along a straight line, said line being 727.0 feet south of and parallel to the north line of the said northwest quarter a distance of 52.58 feet, thence northwesterly along a straight line to a point, being 504.77 feet south of the north line of said northwest quarter and 193.72 feet west of the east line of the west half of said northwest quarter; thence westerly along a straight line being 504.77 feet south of and parallel to aforesaid north line of the northwest quarter a distance of 61.87 feet, all in Cook County, Illinois; also excepting therefrom that part of Block 6 in L.C. Paine Freer Receiver Subdivision of the east half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, lying northeasterly of a line 350 feet northeasterly of the northeasterly right-of-way of Lake Shore and Michigan Southern Railroad), in Cook County, Illinois.

Permanent Index Number: 20-22-108-038


Original Skyway Parcel Number: _____

That part of Block 4 in L.C. Paine Freer's Subdivision at the east half of the northwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the intersection of a line 140 feet south of, as measured normal to the north line of Block 4 and a line being 350 feet northerly from and
parallel to, the northerly line from and parallel to the northerly line of the right-of-way of the Lake Shore and Michigan Southern Railroad; thence easterly along a straight line 140 feet south of, as measured normal to and parallel with, the north line of said Block 4, a distance of 20.32 feet; thence southeasterly along a straight line having an angle of 53 degrees, 57 minutes, 30 seconds, as measured to the right with the aforesaid described course extended, a distance of 41.09 feet; thence along the arc of a curve having a radius of 1,677.28 feet and concave to the southwest for a distance of 56.61 feet; thence northwesterly along a straight line being 350 feet northerly from and parallel to the northerly line of the right-of-way of the Lake Shore and Southern Michigan Railroad, a distance of 110.96 feet to the place of beginning, in Cook County, Illinois.

Permanent Index Number: 20-22-108-041


Original Skyway Parcel Number: _____

All of Block Five (5) in Freer’s Subdivision of the east one-half (½) of the northwest quarter (¼) of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-304-004


Original Skyway Parcel Number: 17-22

Lot 1 in Busch’s Subdivision of Lots 48 to 52 inclusive in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 of Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-304-005


Original Skyway Parcel Number: 17-23

Lot 53 in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22,
Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-304-006


Original Skyway Parcel Number: 17-24

Lot 54 in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-304-007

Source Document: 16594907/Book: 53627/Page: 15/Document Type: WD

Original Skyway Parcel Number: 17-25

Lot 55 in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-304-008


Original Skyway Parcel Number: 17-26

Lot 56 in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-304-010

Source Document: 16635646/Book: 3769/Page: 474/Document Type: WD

Original Skyway Parcel Number: 17-17

That part of Lot 46 lying east of a straight line extending from a point on the east line and being 23 feet south of the northeast corner of said Lot 46 and a
point on the north line and being 23 feet west of the northeast corner of said Lot 46 in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 of Freer Receiver Subdivision of the east half of the southwest quarter of Section Twenty-two (22), Township Thirty-eight (38) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-304-025


Original Skyway Parcel Number: 17-27

Lots 1 to 6 (except part for street) in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-304-026


Original Skyway Parcel Number: 17-28

Lot 7 in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-304-027


Original Skyway Parcel Number: 17-29

Lot 8 in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-304-028


Original Skyway Parcel Number: 17-30

Lot 9 and the north half of Lot 10 in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-304-029


Original Skyway Parcel Number: 17-31

Lot 11 and the south half of Lot 10 in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-304-030


Original Skyway Parcel Number: 17-32

Lot 12 in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-304-031


Original Skyway Parcel Number: 17-33

Lot 13 and the north half of Lot 14 in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-304-032


Original Skyway Parcel Number: 17-33

Lot 13 and the north half of Lot 14 in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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 Permanent Index Number: 20-22-304-033


Original Skyway Parcel Number: 17-34

Lot 15 and the south half of Lot 14 in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Permanent Index Number: 20-22-304-034


Original Skyway Parcel Number: 17-34

Lot 15 and the south half of Lot 14 in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Permanent Index Number: 20-22-304-035


Original Skyway Parcel Number: 17-35

That part of Lot 16 lying east of a straight line extending from a point on the east line and being 10 feet south of the northeast corner of said Lot 16 and a point on the north line and being 9 feet west of the northeast corner
of said Lot 16 in Block 9 in Park Manor, a subdivision of Blocks 8 and 9 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-003
Original Skyway Parcel Number: 17-36

Lot One (1) in Calumet and 68th Street Resubdivision of the west 120 feet of Block Two (2) (except the south 33 feet thereof) in L. C. Paine Freer Receiver’s Subdivision of the east half (E. ¼) of the southwest quarter (S.W. ¼) of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (except railroad).

Permanent Index Number: 20-22-305-004
Original Skyway Parcel Number: 17-37

Lot 2 in Calumet and 68th Street Resubdivision of the west 120 feet of Block 2 (except the south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-005
Original Skyway Parcel Number: 17-38

Lot 3 in Calumet and 68th Street Resubdivision of the west 120 feet of Block 2 (except the south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-305-006


Original Skyway Parcel Number: 17-39

Lot 4 in Calumet and 66th Street Subdivision of the west 120 feet in Block 2 (except the south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-007


Original Skyway Parcel Number: 17-40

Lot 5 in Calumet and 68th Street Resubdivision of the west 20 feet of Block 2 (except the south 33 feet) in Freer Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-008

Source Document: 16627259/Book: 53740/Page: 60/Document Type: WD

Original Skyway Parcel Number: 17-41

Lot 6 in Calumet and 68th Street Resubdivision of the west 120 feet of Block 2 (except south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-009


Original Skyway Parcel Number: 17-42

Lot 7 in Calumet and 68th Street Resubdivision of the west 120 feet of Block 2 (except the south 33 feet thereof) in L. C. Paine Freer Receiver's Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-305-010


Original Skyway Parcel Number: 17-42-1

Lot 8 in Calumet and 68th Street Resubdivision of the west 120 feet of Block 2 (except the south 33 feet) in Freer Receiver's Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-011

Source Document: 16679059/Book: 53920/Page: 18/Document Type: WD

Original Skyway Parcel Number: 17-43

Lot 9 in Calumet and 68th Street Resubdivision of the west 120 feet of Block 2 (except the south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-012


Original Skyway Parcel Number: 17-44

Lot 10 in Calumet and 68th Street Resubdivision of the west 120 feet of Block 2 (except the south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-013


Original Skyway Parcel Number: 17-45

Lot 11 in Calumet and 68th Street Resubdivision of west 120 feet of Block 2 (except the south 33 feet) in Freer Receiver Subdivision of the east half of southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Lot 12 in Calumet and 68th Street Resubdivision of the west 120 feet of Block 2 (except the south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 13 in Calumet and 68th Street Resubdivision of the west 120 feet of Block 2 (except the south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

That part of Lot 14 lying east of a straight line extending from a point on the south line and being 7 feet west of the southeast corner of said Lot 14 and a point on the north line and being 33 feet west of the northeast corner of said Lot 14, all in Calumet and 68th Street Resubdivision of the west 120 feet of Block 2 (except the south 33 feet) in Freer Receiver Subdivision of the east half of southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

That part of Lot 15 lying east of a straight line extending from a point on the east line and being 7 feet south of the northeast corner of said Lot 15, and a
point on the north line and being 7 feet west of the northeast corner of said Lot 15, all in Calumet and 68th Street Resubdivision of the west 120 feet of Block 2 (except the south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-021


Original Skyway Parcel Number: 17-58

Lots 7 and 8 in Robert's Resubdivision of Block 2 (except the west 120 feet and except the south 33 feet) in Freer Receiver’s Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-022


Original Skyway Parcel Number: 17-58

Lots 7 and 8 in Robert's Resubdivision of Block 2 (except the west 120 feet and except the south 33 feet) in Freer Receiver’s Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-025


Original Skyway Parcel Number: 17-55

Lot 4 in Robert’s Resubdivision of Block 2 (except the west 120 feet and except the south 33 feet) in Freer Receiver’s Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-305-026


Original Skyway Parcel Number: 17-54

Lot 3 in Robert’s Resubdivision of Block 2 (except the west 120 feet and except the south 33 feet) in Freer Receiver Subdivision of the east half of southwest quarter of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-027


Original Skyway Parcel Number: 17-53

Lot 2 in Robert’s Resubdivision of Block 2 (except the west 120 feet and except the south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-028


Original Skyway Parcel Number: 17-52

Lot 1 in Robert’s Resubdivision of Block 2 (except the west 120 feet and except the south 33 feet) in L. C. Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-037


Original Skyway Parcel Number: 17-56

Lot 5 in Robert’s Resubdivision of Block 2 (except the west 120 feet and except the south 33 feet) in Freer Receiver Subdivision of the east half of the
southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-037


Original Skyway Parcel Number: 17-57

Lot 6 in Robert's Resubdivision of Block 2 (except the west 120 feet and except the south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-038


Original Skyway Parcel Number: 17-65

Lot 15 in Robert's Resubdivision of Block 2 (except the west 120 feet and except the south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-038


Original Skyway Parcel Number: 17-66

Lot 16 in Robert's Resubdivision of Block 2 (except the west 120 feet and except the south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-038


Original Skyway Parcel Number: 17-60

Lot 10 in Robert's Resubdivision of Block 2 (except the west 120 feet and except the south 33 feet) in Freer Receiver Subdivision of the east half of the
southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-038


Original Skyway Parcel Number: 17-62

Lot 12 in Robert’s Resubdivision of Block 2 (except the west 120 feet and except the south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-038


Original Skyway Parcel Number: 17-61

Lot 11 in Robert’s Resubdivision of Block 2 (except the west 120 feet and except the south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-038


Original Skyway Parcel Number: 17-63

Lot 13 in Robert’s Resubdivision of Block 2 (except the west 120 feet and except the south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-038


Original Skyway Parcel Number: 17-64

Lot 14 in Robert’s Resubdivision of Block 2 (except the west 120 feet and except the south 33 feet) in Freer Receiver Subdivision of the east half of the
southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-038


Original Skyway Parcel Number: 17-59

Lot 9 in Robert's Resubdivision of Block 2 (except the west 120 feet and except the south 33 feet) in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-305-040


Original Skyway Parcel Number: _____

That part of Block 1 in L.C. Paine Freer Receiver's Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian and described as follows:

beginning at the northeast corner of said Block 1; thence westerly a distance of 52 feet as measured along the north line of said Block 1 to a point; thence southeasterly along a straight line which has an angle of 109 degrees, 15 minutes, 15 seconds to the left with an extension of the last described course, a distance of 120.4 feet to a point; thence southwesterly a distance of 6 feet, as measured along a straight line normal to the aforesaid southeasterly line to a point; thence southwesterly a distance of 8 feet, as measured along a straight line normal to the aforesaid southwesterly line to a point; thence northeasterly a distance of 6 feet, as measured along a straight line normal to the aforesaid southwesterly line to a point; thence southeasterly a distance of 28 feet, as measured along a straight line normal to the aforesaid northeasterly line to a point on the east line of said Block 1 and being 147.8 feet south of the northeast corner of said Block 1; thence northerly along the east line of said Block 1 a distance of 147.8 feet to the point of beginning, all in Cook County, Illinois.
Permanent Index Number: 20-22-311-044


Original Skyway Parcel Number: 17-100

That part of Lot 6 lying east of a straight line extending from a point on the east line and being 17 feet south of the northeast corner of said Lot 6 and a point on the north line and being 16 feet west of the northeast corner of said Lot 6 in Strong and Leiter's Park Manor, a subdivision of Block 3 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-311-079


Original Skyway Parcel Number: 17-70

Lot Five (5) in Strong and Leiter's Park Manor Subdivision of Block Three (3) in the subdivision of the east half of the southwest quarter of Section Twenty-two (22), Township Thirty-eight (38) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-311-079


Original Skyway Parcel Number: 17-69

Lot 4 in Strong and Leiter's Park Manor, a subdivision of Block 3 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-311-079


Original Skyway Parcel Number: 17-68

Lot 3 in Strong and Leiter's Park Manor, a subdivision of Block 3 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22,
Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-311-079


Original Skyway Parcel Number: 17-67

Lots 1 and 2 in Strong and Leiter's Park Manor, a subdivision of Block 3 in Freer Receiver Subdivision of the east half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-407-052


Original Skyway Parcel Number: 17-83

Lots 14 and 15 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-407-052


Original Skyway Parcel Number: 17-81

Lot 11 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-407-052


Original Skyway Parcel Number: 17-75

Lot 4 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the
Third Principal Meridian situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-22-407-052
Original Skyway Parcel Number: 17-84

Lot 16 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-22-407-052
Original Skyway Parcel Number: 17-76

Lot 5 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-22-407-052
Original Skyway Parcel Number: 17-71

The north 62 feet and 2 inches of Lot 1 measured along the east line of South Park Avenue (excepting therefrom that part of the north 62 feet, 2 inches of Lot 1 (measured along the east line of South Park Avenue) lying southeasterly of a line at right angles to the easterly line of said Lot 1 taken at a point in said easterly line 74 feet, 4 ¾ inches southeasterly of the north corner of said Lot 1 measured along the easterly line thereof) in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-407-052
Original Skyway Parcel Number: 17-78
Lot 8 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-407-052
Original Skyway Parcel Number: 17-79
Lot 9 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-407-052
Original Skyway Parcel Number: 17-85
Lot 17 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-407-052
Original Skyway Parcel Number: 17-87
Lots 20 and 21 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.
Permanent Index Number: 20-22-407-052


Original Skyway Parcel Number: 17-73

Lot 2 (except the southeasterly 3 feet thereof) in Block 8 in Johnston and Clement' s Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-22-407-052


Original Skyway Parcel Number: 17-82

Lots 12 and 13 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-407-052


Original Skyway Parcel Number: 17-80

Lot 10 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-407-052


Original Skyway Parcel Number: 17-72

The south 54 feet, 4 inches of Lot 1 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian (except railroad land), in Cook County, Illinois (6811 South Park Avenue).
Permanent Index Number: 20-22-407-052
Original Skyway Parcel Number: 17-88
Lots 22 and 23 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-407-052
Original Skyway Parcel Number: 17-89
Lot 24 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-407-052
Original Skyway Parcel Number: 17-77
Lots 6 and 7 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-407-052
Original Skyway Parcel Number: 17-91
Lots 26 and 27 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Lot 25 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Lots 18 and 19 in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

That part of the north 62 feet, 2 inches of Lot 1 (measured along the east line of South Park Avenue) lying southeasterly of a line at right angles to the northeasterly line of said Lot 1 taken at a point in said northeasterly line 74 feet, 4¾ inches southeasterly of the north corner of said Lot 1 measured along the northeasterly line thereof in Block 8 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Lot Three (3) and that part of Lot Two (2) lying southeasterly of a line beginning at a point in the northeasterly line of said Lot Two (2), three (3) feet
northwesterly of the most easterly point thereof; running thence southwesterly parallel with and three (3) feet distant from the southeasterly line to point of its intersection with the most southerly line of said Lot Two (2) in Block Eight (8) in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section Twenty-two (22), Township Thirty-eight (38) North, Range Fourteen (14), East of the Third Principal Meridian (except the railroad lands), in Cook County, Illinois.

Permanent Index Number: 20-22-407-053


Original Skyway Parcel Number: _____

Lot One (1) (except the southeasterly 6.30 feet thereof) in Block Four (4) in Johnston and Clement's Subdivision of the west half (W. ½) of the southeast quarter (S.E. ¼) of Section Twenty-two (22), Township Thirty-eight (38) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois, excepting therefrom, that part of Lots 1, 2 and 3 lying easterly of a line drawn from a point in the westerly line of Lot 1, 24 feet south of the northerly line of Lot 1 to a point in the southerly line of said Lot 3, 72 feet southwesterly of the east line of said Lot 3, in Block 4 in Johnston and Clement's Subdivision (except railroads) of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-407-053


Original Skyway Parcel Number: _____

Southeasterly 6.30 feet of Lot 1 and all of Lots 2 and 3 (as a tract) in Block 4 in Johnston and Clement's Subdivision (except railroads) of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, excepting therefrom, that part of Lots 1, 2 and 3 lying easterly of a line drawn from a point in the westerly line of Lot 1, 24 feet south of the northerly line of Lot 1 to a point in the southerly line of said Lot 3, 72 feet southwesterly of the east line of said Lot 3, in Block 4 in Johnston and Clement's Subdivision (except railroads) of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the County of Cook, in the State of Illinois.
Permanent Index Number: 20-22-407-065


Original Skyway Parcel Number: ____

That part of Lots 4 to 7, inclusive, lying south and west of a straight line extending from a point on the northwest line and being 58 feet northeast of the southwest corner of said Lot 4, to a point on the southeast line and being 10 feet northeast of the southeast corner of said Lot 7, all in Block 4 in Johnston and Clement’s Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-417-009

Source Document: 16879230/Book: 54791/Page: 569/Document Type: SWD

Original Skyway Parcel Number: 17-93

Lots 2 to 6, inclusive, (except the southwesterly 110 feet) in resubdivision of Lots 1 to 7, inclusive, depot lot and alley north of and adjoining depot lot and adjoining Lots 4 and 5 in Block 7 in Johnston and Clement’s Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-417-010


Original Skyway Parcel Number: 17-92

The southwesterly 110 feet of Lots 2, 3, 4, 5 and 6 in resubdivision of Lots 1 to 7, inclusive, depot lot and alley north of adjoining said depot lot and adjoining Lots 4 and 5 all in Block 7 in Johnston and Clement’s Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-417-011


Original Skyway Parcel Number: 17-94

Lot 1 in the resubdivision of Lots 1 to 7, depot lot and the alley northeast of and adjoining Lots 4 and 5 all in Block 7 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian (except railroads) in Cook County, Illinois.

Permanent Index Number: 20-22-417-014


Original Skyway Parcel Number: 17-96

Lot 11 in Block 7 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-417-019

Source Document: 16677947/Book: 53916/Page: 21/Document Type: WD

Original Skyway Parcel Number: 18-02

Lots 16 and 17 (except part if any in alley) in Block 7 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-417-020


Original Skyway Parcel Number: 18-03

Lot 18 in Block 7 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.
Permanent Index Number: 20-22-417-021

Source Document: 16599281/Book: 53642/Page 186/Document Type: WD

Original Skyway Parcel Number: ____

Lot 19 in Block 7 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-417-022


Original Skyway Parcel Number: 18-05

Lots 20 and 21 in Block 7 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-417-023


Original Skyway Parcel Number: 18-06

Lot 22 in Block 7 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-417-024


Original Skyway Parcel Number: 18-07

Lot 23 in Block 7 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-417-025

Source Document: 16628520/Book: 53744/Page: 258/Document Type: WD

Original Skyway Parcel Number: 18-08

Lot 24 in Block 7 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-417-026


Original Skyway Parcel Number: 18-09

Lot 25 in Block 7 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-417-027

Source Document: 16602186/Book: 53652/Page: 258/Document Type: WD

Original Skyway Parcel Number: 18-10

Lot 26 and the northwesterly 15 feet of Lot 27 in Block 7 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-417-028


Original Skyway Parcel Number: _____

Lot 27 (except the northwesterly 15 feet) and northwesterly 20 feet of Lot 28 in Block 7 in Johnston and Clement's Subdivision of west half of southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-417-029


Original Skyway Parcel Number: 18-12

Lot 28 (except the northwesterly 20 feet) and all of Lot 29 in Block 7 in Johnston and Clement’s Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-417-030


Original Skyway Parcel Number: 18-13

Lot 30 and the northwesterly 5 feet of Lot 31 in Block 7 in Johnston and Clement’s Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-417-031


Original Skyway Parcel Number: 18-14

Lot 31 (except the northwesterly 5 feet) and the northwesterly 10 feet of Lot 32 in Block 7 in Johnston and Clement’s Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-417-032


Original Skyway Parcel Number: _____

Lot 32 (except the northerly 10 feet thereof) and Lot 33 (except the southeasterly 6 feet thereof) in Block 7 in Johnston and Clement’s Subdivision of the west half of the southeast quarter of Section 22, Township 38 North,
Range 14, East of the Third Principal Meridian (except that part of lots
dedicated for alley) in Cook County, Illinois.

Permanent Index Number: 20-22-417-033


Original Skyway Parcel Number: 18-16

Lot 34 and the southerly 6 feet of Lot 33 in Block 7 in Johnston and Clement's
Subdivision of the west half of the southeast quarter of Section 22,
Township 38 North, Range 14, East of the Third Principal Meridian, in Cook
County, Illinois.

Permanent Index Number: 20-22-417-034


Original Skyway Parcel Number: 18-17

Lot 35 and that part of Lot 36 described as follows:

beginning at the most westerly corner of Lot 36; thence running
southeasterly on the southwesterly line of said lot, 15 feet; thence running
northeasterly in a straight line to a point on the northeasterly line of said lot,
10 feet southeasterly from the most northerly corner of said lot; thence
running northwesterly along the northeasterly line of said lot, 10 feet to the
most northerly corner of said lot; thence running southwesterly along the
northwesterly line of said lot to the place of beginning all in Block 7 in
Johnston and Clement's Subdivision of the west half of the southeast
quarter of Section 22, Township 38 North, Range 14, East of the Third
Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-417-035


Original Skyway Parcel Number: ____

Lot Thirty-six (36) (except that part thereof described as follows:

commencing at the northwesterly corner of Lot 36; thence running
southeasterly along the southwesterly line of said lot, 15 feet; thence running
northeasterly to a point on the easterly line of Lot 36, 10 feet south of the 
northeast corner of said Lot 36; thence northwesterly to the northeasterly 
corner of Lot 36; thence southwesterly along the northerly line of said Lot 36 
to the place of beginning) and all of Lot Thirty-seven (37) in Block Seven (7) 
in Johnston and Clement's Subdivision of the west half of the southeast 
quarter (except railroad) of Section Twenty-two (22), Township 38 North, 
Range Fourteen (14), East of the Third Principal Meridian, and any part of 
alley lying northeast of and adjoining premises in question, in Cook County, 
Illinois.

Permanent Index Number: 20-22-417-036


Original Skyway Parcel Number: _____

Lot 38 in Block 7 in Johnston and Clement's Subdivision of the west half of the 
southeast quarter of Section 22, Township 38 North, Range 14, East of the 
Third Principal Meridian, in Cook County (except railroad).

Permanent Index Number: 20-22-417-037


Original Skyway Parcel Number: 17-94

Lots 8 and 9 in Block 7 in Johnston and Clement's Subdivision of the west half 
of the southeast quarter of Section 22, Township 38 North, Range 14, East of 
the Third Principal Meridian (except railroads), in Cook County, Illinois.

Permanent Index Number: 20-22-417-037


Original Skyway Parcel Number: 17-95

Lot 10 in Block 7 in Johnston and Clement's Subdivision of the west half of the 
southeast quarter of Section 22, Township 38 North, Range 14, East of the 
Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-417-038


Original Skyway Parcel Number: 17-97

Lots 12 and 13 in Block 7 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-417-038


Original Skyway Parcel Number: _____

Lot Fifteen (15) in Block Seven (7) in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-417-038


Original Skyway Parcel Number: 17-98

Lot 14 in Block 7 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-422-023


Original Skyway Parcel Number: 18-101

Lot 44 in Block 13 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, except therefrom, that part of Lots 44 to 48, inclusive, lying west of a straight line extending from a point being 10 feet south of the northwest corner of said Lot 48 to a point on south line of said Lot 44 being 10 feet west of southeast corner of said
Lot 44 in Block 13 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-422-023


Original Skyway Parcel Number: 18-21

Lots 45 and 46 in Block 13 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian (except railroads) in Cook County, Illinois; except therefrom, that part of Lots 44 to 48, inclusive, lying west of a straight line extending from a point being 10 feet south of the northwest corner of said Lot 48 to a point on south line of said Lot 44 being 10 feet west of southeast corner of said Lot 44 in Block 13 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-422-023


Original Skyway Parcel Number: 18-20

Lots 47 and 48 in Block 13, in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, except therefrom, that part of Lots 44 to 48, inclusive, lying west of a straight line extending from a point being 10 feet south of the northwest corner of said Lot 48 to a point on south line of said Lot 44 being 10 feet west of southeast corner of said Lot 44 in Block 13 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-013


Original Skyway Parcel Number: 18-25

Lot 140 and the north 6 feet of Lot 139 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-423-014


Original Skyway Parcel Number: _____

Lot 139 (except the north 6 feet) and Lot 138 (except the south 22 feet) in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-015


Original Skyway Parcel Number: _____

The south 22 feet of Lot 138 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-016


Original Skyway Parcel Number: 18-28

The north half of Lot 137 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-017

Source Document: 16614985/Book: 53697/Page: 446/Document Type: WD

Original Skyway Parcel Number: _____

The south half of Lot 137 in the Superior Court Partition in the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-423-018


Original Skyway Parcel Number: _____

Lot 136 (except the south 20 feet) in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-019


Original Skyway Parcel Number: _____

Lot 135 (except the south 40 feet) and the south 20 feet of Lot 136 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-020


Original Skyway Parcel Number: 18-32

The south 40 feet of Lot 135 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-021


Original Skyway Parcel Number: 18-33

The west 30 feet of Lot 134 in Superior Court Partition of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-423-022


Original Skyway Parcel Number: 18-34

The east 20 feet of Lot 134 and the west 10 feet of Lot 133 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-023


Original Skyway Parcel Number: ___

Lot 133 except the west 10 feet and the east 10 feet in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-024


Original Skyway Parcel Number: 18-36

The east 10 feet of Lot 133 and Lot 132 (except the east 83 feet) in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-025

Source Document: 16666017/Book: 53874/Page: 54/Document Type: WD

Original Skyway Parcel Number: 18-38

The east 51½ feet of Lot 132 in Superior Court Partition of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-423-025
Original Skyway Parcel Number: 18-37

The west 31½ feet of the east 83 feet of Lot 132 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-026
Source Document: 16666017/Book: 53874/Page: 54/Document Type: WD
Original Skyway Parcel Number: 18-38

The east 51½ feet of Lot 132 in Superior Court Partition of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-029
Original Skyway Parcel Number: ___

The west half of Lot 126 in the Superior Court Partition Subdivision of the southeast quarter of the southeast quarter of Section Twenty-Two (22), Township Thirty-eight (38) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-030
Original Skyway Parcel Number: ___

The east half of Lot 126 in the Superior Court Partition Subdivision of the southeast quarter of the southeast quarter (except railroad) of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-423-031


Original Skyway Parcel Number: 18-45

The west half (W. ½) of Lot One Hundred Twenty Seven (127) in the Superior Court Partition Subdivision of the southeast quarter (S.E. ¼) of the southeast quarter (S.E. ¼) of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Permanent Index Number: 20-22-423-032


Original Skyway Parcel Number: 18-44

The east half of Lot 127 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Permanent Index Number: 20-22-423-033


Original Skyway Parcel Number: 18-43

The west 37½ feet of Lot 128 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Permanent Index Number: 20-22-423-034


Original Skyway Parcel Number: 18-42

The west half of Lot 129 and the east quarter of Lot 128 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-423-035


Original Skyway Parcel Number: 18-41

The east half of Lot 129 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-036


Original Skyway Parcel Number: 18-40

Lot 130 (except the east 10 feet) in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-037


Original Skyway Parcel Number: 18-39

Lot 131 and the east 10 feet of Lot 130 in Superior Court Partition of the southeast quarter of the southeast quarter (except railroad right-of-way) of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-045


Original Skyway Parcel Number: _____

Lot 116 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-423-046


Original Skyway Parcel Number: ____

Lot One Hundred Fifteen (115) in the Superior Court Partition of the southeast quarter of the southeast quarter (except railroad right-of-way) of Section Twenty-two (22), Township 38 North, Range 14, East of the Third Principal Meridian, situated in Cook County, Illinois.

Permanent Index Number: 20-22-423-047


Original Skyway Parcel Number: 18-51

The west half of Lot 114 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-048


Original Skyway Parcel Number: 18-52

The east half of Lot 114 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-049


Original Skyway Parcel Number: 18-53

Lot 113 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-22-423-050


Original Skyway Parcel Number: 18-54

Lots 110, 111 and 112 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-423-051


Original Skyway Parcel Number: 18-54

Lots 110, 111 and 112 in Superior Court Partition of the southeast quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-22-500-002

Source Document: 17147264/Book: 55926/Page: 90/Document Type: PE

Original Skyway Parcel Number: ____

That part of the New York Central Railroad Property in the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian and described as follows:

beginning at the intersection of the east line of the South South Park Avenue and the northeasterly right-of-way line of the aforesaid railroad; thence southeasterly along the aforesaid northeasterly right-of-way line for a distance of 145.49 feet to a point; thence southeasterly along a straight line having an angle of 25 degrees, 31 minutes, 07 seconds to the right with an extension of the last described course a distance of 24.5 feet to a point; thence northeasterly along a straight line normal to the aforementioned southeasterly straight line a distance of 11.25 feet to a point; thence southeasterly along a straight line normal to the aforesaid northeasterly line a distance of 8.0 feet to a point; thence southwesterly along a straight line normal to the aforesaid southeasterly straight line a distance of 11.25 feet to a point; thence southeasterly along a straight line normal to aforesaid southwesterly straight line a distance of 199.53 feet to a point on the
southwesterly right-of-way line of the New York Central Railroad; thence northwesterly along the aforesaid southwesterly right-of-way line a distance of 165.70 feet to a point; thence northwesterly along a straight line having an angle of 25 degrees, 31 minutes, 07 seconds to the right with an extension of the last described course, a distance of 31.13 feet to a point; thence southwesterly along a straight line normal to the aforesaid northwesterly straight line a distance of 11.25 feet; thence northwesterly along a straight line normal to the aforesaid southwesterly straight line a distance of 8.0 feet to a point; thence northeasterly along a straight line normal to the aforesaid northwesterly straight line, a distance of 11.25 feet to a point; thence northwesterly along a straight line normal to the aforesaid northeasterly straight line a distance of 107.60 feet to a point on the east line of South South Park Avenue; thence northerly along the east line of South South Park Avenue a distance of 52.0 feet to the point of beginning, all in Cook County, Illinois.

Permanent Index Number: 20-22-501-004

Source Document: 16879228/Book: 54791/Page 556/Documents Type: PE

Original Skyway Parcel Number: 15-08

That part of the Pittsburgh, Fort Wayne and Chicago Railway Company's main line right-of-way lying in the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian and described as follows:

beginning at a point on the northeasterly right-of-way line of said Railway Company, said point being 69.27 feet southeasterly of the easterly line of South South Park Avenue, as measured along the said northeasterly right-of-way line; thence southeasterly a distance of 185.70 feet, as measured along the said northeasterly right-of-way line, to a point; thence southeasterly a distance of 6.48 feet as measured along a straight line having an angle of 25 degrees, 31 minutes, 07 seconds to the right with an extension of the last described course, to a point of curvature; thence southeasterly a distance of 77.73 feet, as measured along the arc of curve concave to the northeast and having a radius of 996.45 feet and whose chord has an angle of 02 degrees, 14 minutes, 05 seconds to the left with an extension of the last described course, to a point; thence northeasterly a distance of 33.37 feet as measured along a straight line which has an angle of 93 degrees, 17 minutes, 37 seconds to the left with an extension of the last described chord, to a point; thence southeasterly a distance of 12 feet, as measured along a straight line normal to the last described course, to a point; thence southerly a distance of 33.94 feet, as measured along a straight line, normal to the last described course, to a point; thence southeasterly a
distance of 354.07 feet, as measured along the arc of a curve concave to the northeast and having a radius of 996.45 feet to a point on the southwesterly right-of-way line of said railway company, said point being 590.19 feet southwesterly of the easterly line of South South Park Avenue, as measured along the said southwesterly right-of-way line; thence northwesterly a distance of 411.34 feet, as measured along the said southwesterly right-of-way line, to a point; thence northwesterly a distance of 232.12 feet, as measured along a straight line to the point of beginning, all in Cook County, Illinois.

Permanent Index Number: 20-26-107-001


Original Skyway Parcel Number: ____

So much of that part of Lot Forty-one (41) in Block Nine (9) of Cornell, being a subdivision in Section Twenty-six (26), Township Thirty-eight (38) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois, as follows:

beginning at the northwesterly corner of said Lot Forty-one (41) running thence south eight and one-half (8½) feet along the east line of Cottage Grove Avenue; thence southeasterly seventy-seven and thirty-one one-hundredths (77.31) feet to a point ten (10) feet north of the south line and three (3) feet west of the northeasterly line of said Lot Forty-one (41); thence east three (3) feet; thence northwesterly eighty-five and twenty-one one-hundredths (85.21) feet to the place of beginning, as is included in that part of said Lot Forty-one (41) described as follows:

beginning at a point ten (10) feet north of the southwest corner of said Lot Forty-one (41); thence east parallel with the south line of said Lot Forty-one (41) to the westerly line of a public alley; thence northwesterly along the westerly line of alley to the east line of Cottage Grove Avenue; thence south along the east line of Cottage Grove Avenue to the place of beginning.

Permanent Index Number: 20-26-107-002


Original Skyway Parcel Number: 18-86

The north 20 feet of Lot 40 and all of Lot 41 in Block 9 in Cornell, a subdivision in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, except therefrom the following:
beginning at the point of intersection of the northeasterly line of Lot 40 and a line parallel and 20 feet south of the north line of said Lot 40; thence northerly along the northeasterly line of said Lots 40 and 41 to a point 85.21 feet southeasterly of the northeasterly corner of Lot 41; thence west 3 feet to a point 10 feet north of south line of said Lot 41; thence southeasterly 44.79 feet to the place of beginning; also except that tract of land described as follows:

beginning at the northwesterly corner of said Lot 41; thence running south 8½ feet along the east line of Cottage Grove Avenue; thence south easterly 77.31 feet to a point 10 feet north of south line and 3 feet west of northeasterly line of said Lot 41; thence east 3 feet; thence northwesterly 85.21 feet to the place of beginning, in Cook County, Illinois.

Permanent Index Number: 20-26-107-003


Original Skyway Parcel Number: ___

Lots 35 (except the south 20 feet thereof) and all of Lots 36, 37, 38, 39 and 40 (except the north 20 feet of Lot 40) in Block 9 in Cornell, being a subdivision in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-107-004


Original Skyway Parcel Number: 18-90

Lot 33 and the south 15 feet of Lot 34 in Block 9 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-107-004


Original Skyway Parcel Number: ___

So much of that part of Lot 41 in Block 9 of Cornell, being a subdivision in Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, as follows:
beginning at the northwesterly corner of said Lot 41 running; thence south 8½ feet along the east line of Cottage Grove Avenue; thence southeasterly 77.31 feet to a point 10 feet north of the south line and 3 feet west of the northeasterly line of said Lot 41; thence east 3 feet; thence northwesterly 85.21 feet to the place of beginning, as is included in that part of said Lot 41 described as follows:

beginning at a point 10 feet north of the southwest corner of said Lot 41; thence east parallel with the south line of said Lot 41 to the westerly line of a public alley; thence northwesterly along the westerly line of alley to the east line of Cottage Grove Avenue; thence south along the east line of Cottage Grove Avenue to the place of beginning.

Permanent Index Number: 20-26-107-004


Original Skyway Parcel Number: ____

The north ten (10) feet of Lot Thirty-four (34) and the south twenty (20) feet of Lot Thirty-five (35) in Block Nine (9) in Cornell in Sections Twenty-six (26) and Thirty-five (35), Township Thirty-eight (38) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-107-008


Original Skyway Parcel Number: 18-93

That part of Lots 28 and 29 lying east of a straight line extending from a point on the east line being 3 feet north of the southeast corner of said Lot 28 and a point on the north line being 47 feet west of the northeast corner of said Lot 29 in Block 9 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-107-014


Original Skyway Parcel Number: 18-94

Lot 1 in Block 9 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-26-107-015


Original Skyway Parcel Number: 18-95

Lot 2 in Block 9 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-107-016


Original Skyway Parcel Number: 19-03

Lot 3 in Block 9 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-107-017


Original Skyway Parcel Number: 18-97

Lot 4 in Block 9 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-107-018


Original Skyway Parcel Number: ____

Lot 5 in Block 9 in Cornell in the northwest quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-26-107-019


Original Skyway Parcel Number: 19-07

Lot 8 in Block 9 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-107-019


Original Skyway Parcel Number: 18-99

Lots 6 and 7 in Block 9 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-107-026

Source Document: 16589393/Book: 53608/Page: 91/Document Type: WD

Original Skyway Parcel Number: 19-08

Lot 9 in Block 9 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-107-026

Source Document: 16737539/Book: 54219/Page: 582/Document Type: WD

Original Skyway Parcel Number: ____

Lots 10 and 11 in Block 9 in Cornell, a subdivision of Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-107-026


Original Skyway Parcel Number: 19-10

Lots 12 and 13 in Block 9 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-26-107-027


Original Skyway Parcel Number: ____

The north half of Lot 31 (excepting therefrom that part thereof lying west of a straight line extending from a point on the south line of Lot 30 being 78 feet east of the southwest corner of said Lot 30 to the northwest corner of said Lot 32) and Lot 32 (excepting therefrom that part thereof lying west of a straight line extending from a point on the south line of Lot 30 being 78 feet east of the southwest corner of said Lot 30 to the northwest corner of said Lot 32) in Block 9 in Cornell, a subdivision of Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-107-027


Original Skyway Parcel Number: ____

Lot 30 and the south half of Lot 31 in Block 9 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, except therefrom, that part of Lots 30, 31 and 32 lying west of a straight line extending from a point on the south line of Lot 30 being 78 feet east of the southwest corner of said Lot 30 to the northwest corner of said Lot 32 in Block 9 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-108-013

Source Document: 16879230/Book: 54791/Page: 569/Document Type: SWD

Original Skyway Parcel Number: 19-24

Lot 17 in Block 10 in Cornell, in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-26-108-016


Original Skyway Parcel Number: ____

Lots 6, 7 and the south half of Lot 8 (except the east 52 feet of said Lots 6, 7 and south half of Lot 8) in Block 10 in Cornell, being a subdivision in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-108-016


Original Skyway Parcel Number: ____

Lots Fourteen (14) and Fifteen (15) in Block Ten (10) in Cornell, being a subdivision of the west half (1⁄2) of Section Twenty-six (26) the southeast quarter (1⁄4) of Section Twenty-six (26) with the exception of the east half (1⁄2) of the northeast quarter (1⁄4) of said southeast quarter (1⁄4) the north half (1⁄2) of the northwest quarter (1⁄4) the south half (1⁄2) of the northwest quarter (1⁄4) west of Illinois Central Railroad and the northwest quarter (1⁄4) of the northeast quarter (1⁄4) of Section 35, all in Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, in Cook County, Illinois.

Permanent Index Number: 20-26-108-016


Original Skyway Parcel Number: 19-11

Lot 16 in Block 10 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-108-016


Original Skyway Parcel Number: 19-19

The east 52 feet of Lots 6 and 7 and the east 52 feet of the south half of Lot 8 in Block 10 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-26-108-016


Original Skyway Parcel Number: 19-14

Lot 12 in Block 10 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-108-016


Original Skyway Parcel Number: 19-13

Lot 13 in Block 10 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-108-016


Original Skyway Parcel Number: 19-16

Lot 10 in Block 10 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-26-108-016


Original Skyway Parcel Number: 19-17

Lot 9 and the north half of Lot 8 in Block 10 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-26-108-016


Original Skyway Parcel Number: 19-15

Lot 11 in Block 10 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-26-108-017


Original Skyway Parcel Number: 19-22

The west 17 feet of Lot 2 and the east 14 feet of Lot 3 in Block 10 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-26-108-017


Original Skyway Parcel Number: 19-21

The west 11 feet of Lot 3 and the east 20 feet of Lot 4 in Block 10 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-108-017

Source Document: 16623277/Book: 53726/Page: 100/Document Type: WD

Original Skyway Parcel Number: 19-23

Lot 1 and the east 8 feet of Lot 2 in Block 10 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Lot 5 and the west 5 feet of Lot 4 in Block 10 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 6 in Block 25 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Lots 1 and 2 (except the west 60 feet of said lots) in Block 25 in Cornell in Section 26 and Section 35, Township 28 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-26-116-041


Original Skyway Parcel Number: 19-30

Lot 5 in Block 25 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-116-041


Original Skyway Parcel Number: 19-84

Lot 8 in Block 25 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-116-041


Original Skyway Parcel Number: 19-32

Lot 7 in Block 25 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-116-041


Original Skyway Parcel Number: 19-27

The west 60 feet of Lot 1 and Lot 2 in Block 25 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-26-116-041


Original Skyway Parcel Number: 19-29

Lots 3 and 4 in Block 25 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-117-019


Original Skyway Parcel Number: ____

Northeast 23 feet of Lot 1, Block 24 in Cornell Subdivision in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, County of Cook, in the State of Illinois.

Permanent Index Number: 20-26-117-032


Original Skyway Parcel Number: 19-85

Lot 27 (except the south 4 feet) and the south 8 feet of Lot 28 in Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-117-032


Original Skyway Parcel Number: 19-42

Lot 28 (except the south 8 feet) and the south 12 feet of Lot 29 in Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-26-117-032


Original Skyway Parcel Number: 19-89

Lot 26 and the south 4 feet of Lot 27, Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-117-032


Original Skyway Parcel Number: 19-34

The north 6 feet of Lot 37, all of Lot 38 and Lot 39 (except the north 20 feet, 5 inches) in Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-26-117-032


Original Skyway Parcel Number: 19-40

Lot 30 (except the south 16 feet) and the south 20 feet of Lot 31 in Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-117-032

Source Document: 16597777/Book: 53637/Page: 52/Document Type: WD

Original Skyway Parcel Number: 19-41

Lot 29 (except the south 12 feet) and the south 16 feet of Lot 30 in Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-26-117-032


Original Skyway Parcel Number: 19-39

Lot 31 (except the south 20 feet) and Lot 32 (except the north 1 foot) in Block 24 in Cornell, in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-117-032


Original Skyway Parcel Number: 19-33

Lot 40 and the north 20 feet, 5 inches of Lot 39 in Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-26-117-032


Original Skyway Parcel Number: 19-37

Lot 35 (except the north 16 feet) and the north 21 feet of Lot 34, in Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-117-032


Original Skyway Parcel Number: 19-35

The north 11 feet of Lots 36 and 37 (except the north 6 feet) in Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-26-117-032

Source Document: 16627261/Book: 53740/Page: 64/Document Type: WD

Original Skyway Parcel Number: 19-38

The north 1 foot of Lot 32 and all of Lot 33 and Lot 34 (except the north 21 feet thereof) in Block 24, in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-26-117-032


Original Skyway Parcel Number: 19-36

Lot 36 (except the north 11 feet) and the north 16 feet of Lot 35, in Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-117-033


Original Skyway Parcel Number: 19-45

The south 6 feet, 7½ inches of Lot 4, all of Lot 5 and Lot 6 (except the south 21 feet, ¾ inches) in Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-117-033


Original Skyway Parcel Number: 19-46

Lot 7 (except the south __ feet, 6½ inches) and the south 21 feet, ¾ inches of Lot 6 in Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.
Permanent Index Number: 20-26-117-033


Original Skyway Parcel Number: 19-47

Lot 8 and the south 10 feet, 6½ inches of Lot 7, in Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-117-033


Original Skyway Parcel Number: ____

Lot 12 in Block 24 in Cornell in the west half of the northwest quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, more commonly known as 7344 South Ingleside Avenue, Chicago, Illinois.

Permanent Index Number: 20-26-117-033


Original Skyway Parcel Number: 19-36

Lot 36 (except the north 11 feet) and the north 16 feet of Lot 35, in Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-117-033


Original Skyway Parcel Number: ____

Lot 4 (except the south 6 feet, 7 ½ inches) and the south 17 feet, 1½ inches of Lot 3, in Block 24, in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-26-117-033

Source Document: 16606404/Book: 53666/Page: 21/Document Type: WD

Original Skyway Parcel Number: ______

Lot 1 (except the northeast 23 feet thereof measured at right angles to the northerly line thereof), all of Lot 2 and all of Lot 3 (except the south 17 feet, 1¾ inches thereof) in Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-117-033


Original Skyway Parcel Number: 19-51

Lot 13 and the north 7 feet of Lot 14 in Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-26-117-033


Original Skyway Parcel Number: 19-48

Lot 9 and the north 10 feet of Lot 10 in Block 24 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-117-033


Original Skyway Parcel Number: ______

Lot Ten (10) (except the north ten (10) feet) and all of Lot Eleven (11) in Block Twenty-four (24) in Cornell, in Cook County, Illinois.
Permanent Index Number: 20-26-118-011

Source Document: 16879230/Book: 54791/Page: 569/Document Type: SWD

Original Skyway Parcel Number: 19-63

Lots 1 to 7, inclusive, in Block 23 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-118-012


Original Skyway Parcel Number: 19-62

Lot 8 in Block 23 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-118-012


Original Skyway Parcel Number: 19-56

Lot 13 in Block 23 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-118-012


Original Skyway Parcel Number: 19-59

Lot 11 in Block 23 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-118-012


Original Skyway Parcel Number: 19-53

The north two-thirds of Lot 15 and the south two-thirds of Lot 16 in Block 23 in Cornell, in Sections 26 and 35, Township 38 North, Range 14, East of the
Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-26-118-012
Original Skyway Parcel Number: 18-57

Lot 12 (except the south 2 inches) in Block 23 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-26-118-012
Source Document: 16610481/Book: 53682/Page: 46/Document Type: WD
Original Skyway Parcel Number: 19-52

Lots 17 and 18 and the north one-third of Lot 16 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-118-012
Original Skyway Parcel Number: 19-61

Lot 9 in Block 23 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-118-012
Original Skyway Parcel Number: 19-54

Lot 14 (except the south 3 inches) and the south one-third of Lot 15 in Block 23 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.
Permanent Index Number: 20-26-118-012


Original Skyway Parcel Number: ____

Lot Ten (10) in Block Twenty-three (23) in Cornell in Sections Twenty-six (26) and Thirty-five (35) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois, and commonly known as 7353 Ingleside Avenue, Chicago, Illinois.

Permanent Index Number: 20-26-126-001

Source Document: 56C7705/Book: _____/Page:_____/Document Type: CO

Original Skyway Parcel Number: 19-64

Lots 45 and 46 in Block 30 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-126-002


Original Skyway Parcel Number: 19-87

Lot 44 lying east of a straight line extending from a point on the east line and being 17 feet south of the northeast corner of said Lot 44, to a point on the north line and being 18 feet west of the northeast corner of said Lot 44, all in Block 30 in Cornell, a subdivision in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-126-041


Original Skyway Parcel Number: _____

Lots 4 and 5 in Block 30 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-26-126-041

Original Skyway Parcel Number: 19-68

Lots 6 and 7 in Block 30 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-126-041

Original Skyway Parcel Number: 19-86

Lot 8 in Block 30 in Cornell, a subdivision in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-126-041

Original Skyway Parcel Number: 19-66

Lot 3 and the south half of Lot 2 in Block 30 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-126-041
Source Document: 16712169/Book: 54134/Page: 20/Document Type: TD

Original Skyway Parcel Number: ____

Lot One (1) and the north half of Lot Two (2) in Block Thirty (30) in Cornell in Sections Twenty-six (26) and Thirty-five (35), Township Thirty-eight (38) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-127-001
Source Document: 16879230/Book: 54791/Page: 569/Document Type: SWD

Original Skyway Parcel Number: 19-69

Lots 1 to 7, inclusive, and Lots 34 to 41, inclusive, in Block 31 in Cornell in
Sections 26 and 35, Township 38 North, Range 14, East of The Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-127-006

Source Document: 56C7509/Book: ____/Page: ____/Document Type CO

Original Skyway Parcel Number: 19-74

That part of Lot 29 lying east of a straight line extending from a point on the east line being 21 feet south of the northeast corner of said Lot 29 and a point on the north line being 21 feet west of the northeast corner of said Lot 29 in Block 31 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-127-013

Source Document: 16879230/Book: 54791/Page: 569/Document Type: SWD

Original Skyway Parcel Number: 19-69

Lots 1 to 7, inclusive, and Lots 34 to 41, inclusive, in Block 31 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-127-014


Original Skyway Parcel Number: ____

Lot 8 in Block 31 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-127-022


Original Skyway Parcel Number: 19-72

Lot 31 in Block 31 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-26-127-022


Original Skyway Parcel Number: 19-73

Lot 30 in Block 31 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-127-022


Original Skyway Parcel Number: 19-71

Lot 32 in Block 31 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-127-022


Original Skyway Parcel Number: 19-70

Lot 33 in Block 31 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-127-023


Original Skyway Parcel Number: 19-76

Lots 9 to 12, inclusive, in Block 31 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-128-003

Source Document: 16879230/Book: 54791/Page: 569/Document Type: SWD

Original Skyway Parcel Number: 19-81

Lot 1 in Block 32 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-26-128-003


Original Skyway Parcel Number: 19-78

Lots 10 and 11 in Block 32 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, also vacated alley north and adjoining Lots 10 and 12 in Block 32, in Cook County, Illinois.

Permanent Index Number: 20-26-128-006


Original Skyway Parcel Number: ____

Lots 2 and 3 in Block 32 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-128-007


Original Skyway Parcel Number: ____

Lots 12, 13, 14, 15 and 16 and the vacated alley lying north of the north line of Lots 7, 8 and 9 and south of the south line of Lot 12 (except the west 64 feet thereof) and west of the east line of Lot 12 extended south to the north line of Lot 7 aforesaid and east of the west line of Lot 9 extended north all in Block 32 in Cornell, being a subdivision of the west half of Section 26 and the southeast quarter of Section 26 (except the east half of the northeast quarter of said southeast quarter) the north half of the northwest quarter the south half of the northwest quarter west of the Illinois Central Railroad and the northwest quarter of the northeast quarter of Section 35 all in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-128-008


Original Skyway Parcel Number: ____

Lots 12, 13, 14, 15 and 16 and the vacated alley lying north of the north line of Lots 7, 8 and 9 and south of the south line of Lot 12 (except the west 64 feet thereof) and west of the east line of Lot 12 extended south to the north line of Lot 7 aforesaid and east of the west line of Lot 9 extended north all in Block 32
in Cornell, being a subdivision of the west half of Section 26 and the southeast quarter of Section 26 (except the east half of the northeast quarter of said southeast quarter) the north half of the northwest quarter, the south half of the northwest quarter west of the Illinois Central Railroad and the northwest quarter of the northeast quarter of Section 35 all in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-128-008
Original Skyway Parcel Number: _____

The vacated alley west of and adjoining Lot 6 and east of Lots 12 to 16, inclusive, and the north of Lot 7 in Block 32 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-128-010
Original Skyway Parcel Number: _____

Lots 4 to 9, inclusive, in Block 32 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-305-009
Original Skyway Parcel Number: 20-13

That part of Lot 1 lying east of a straight line extending from a point on the east line and being 20 feet south of the northeast corner of said Lot 1 and a point on the north line and being 21 feet west of the northeast corner of said Lot 1, in Block 46 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the County of Cook, in the State of Illinois.
That part of Block 45 in Cornell, being a subdivision of the west half of the southeast quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the northwest corner of said block; thence east along the north line of said block, a distance of 110 feet; thence south parallel to the west line of said block to a point which intersects a line drawn parallel to and 150 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago right-of-way; thence southeasterly along said line parallel to and 150 feet from the northeasterly right-of-way line of said railway to its intersection with a line drawn parallel to and 130 feet distance from the west line of the Illinois Central Railroad right-of-way; thence southerly along said line drawn parallel to the west line of the Illinois Central right-of-way 130 feet therefrom to its intersection with a line drawn parallel to and 235 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago Railway right-of-way; thence northerly along said line parallel to and 235 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago Railway right-of-way to its intersection with the west line of Block 45, being the east line of South Greenwood Avenue; thence northerly along west line of said Block 45 to the point of beginning, in Cook County, Illinois.
Fort Wayne and Chicago Railway right-of-way; thence northwesterly along the said line parallel to and 255 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago Railway right-of-way to its intersection with the west line of Block 45, being the east line of South Greenwood Avenue; thence northerly along the west line of said Block 45 to the point of beginning, all in Cook County, Illinois.

Permanent Index Number: 20-26-307-002


Original Skyway Parcel Numbers: 19-82, 20-01

That part of Block 45 in Cornell, being a subdivision of the west half of the southeast quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the northwest corner of said block; thence east along the north line of said block, a distance of 110 feet; thence south parallel to the west line of said block to a point which intersects a line drawn parallel to and 150 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago right-of-way; thence southeasterly along said line parallel to and 150 feet from the northeasterly right-of-way line of said railway to its intersection with a line drawn parallel to and 130 feet distance from the west line of the Illinois Central Railroad right-of-way; thence southerly along said line drawn parallel to the west line of the Illinois Central right-of-way 130 feet therefrom to its intersection with a line drawn parallel to and 235 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago Railway right-of-way; thence northwesterly along said line parallel to and 235 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago Railway right-of-way to its intersection with the west line of Block 45, being the east line of South Greenwood Avenue; thence northerly along the west line of said Block 45 to the point of beginning, in Cook County, Illinois.

Permanent Index Number: 20-26-307-002

Source Document: 16879230/Book: 54791/Page: 569/Document Type: SWD

Original Skyway Parcel Number: 20-02

That part of Block 45 in Cornell, being a subdivision of the west half and the southeast quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, lying north and east of a line described as:

beginning at the northwest corner of said block; thence east a distance of 110 feet; thence south parallel to the west line of Block 45 to a point which
intersects a line drawn parallel to and 150 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago Railway right-of-way; thence southeasterly along said line parallel to and 150 feet from the northerly right-of-way line of the said railway to its intersection with a line drawn parallel to and 130 feet distant from the west line of the Illinois Central Railroad right-of-way, in Cook County, Illinois.

Permanent Index Number: 20-26-307-003

Source Document: 16879230/Book: 54791/Page: 569/Document Type: SWD

Original Skyway Parcel Number: 20-02

That part of Block 45 in Cornell, being a subdivision of the west half and the southeast quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, lying north and east of a line described as:

beginning at the northwest corner of said block; thence east a distance of 110 feet; thence south parallel to the west line of Block 45 to a point which intersects a line drawn parallel to and 150 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago Railway right-of-way; thence southeasterly along said line parallel to and 150 feet from the northeasterly right-of-way line of the said railway to its intersection with a line drawn parallel to and 130 feet distant from the west line of the Illinois Central Railroad right-of-way, in Cook County, Illinois.

Permanent Index Number: 20-26-307-003


Original Skyway Parcel Numbers: 19-82, 20-01

That part of Block 45 in Cornell, being a subdivision of the west half (W.⅓) of the southeast (S.E.⅓) quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the northwest corner of said block; thence east along the north line of said block, a distance of 110 feet; thence south parallel to the west line of said block to a point which intersects a line drawn parallel to and 150 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago right-of-way; thence southeasterly along said line parallel to and 150 feet from the northeasterly right-of-way line of said railway to its intersection with a line drawn parallel to and 130 feet distance from the west line of the Illinois Central Railroad right-of-way; thence southerly along said line drawn parallel to the west line of the Illinois Central right-of-way 130 feet therefrom to its intersection with a line drawn parallel to and 235 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago
Railway right-of-way; thence northwesterly along said line parallel to and 235 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago Railway right-of-way to its intersection with the west line of Block 45 being the east line South Greenwood Avenue; thence northerly along the west line of said Block 45, to the point of beginning, in Cook County, Illinois.

Permanent Index Number: 20-26-307-006


Original Skyway Parcel Numbers: 19-82, 20-01

That part of Block 45 in Cornell, being a subdivision of the west half (W. ¼) of the southeast quarter (S.E. ¼) of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the northwest corner of said block; thence east along the north line of said block, a distance of 110 feet; thence south parallel to the west line of said block to a point which intersects a line drawn parallel to and 150 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago right-of-way; thence southeasterly along said line parallel to and 150 feet from the northeasterly right-of-way line of said railway to its intersection with a line drawn parallel to and 130 feet distance from the west line of the Illinois Central Railroad right-of-way; thence southerly along said line drawn parallel to the west line of the Illinois Central right-of-way 130 feet therefrom to its intersection with a line drawn parallel to and 235 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago Railway right-of-way; thence northwesterly a long said line parallel to and 235 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago Railway right-of-way to its intersection with the west line of Block 45, being the east line of South Greenwood Avenue; thence northerly along the west line of said Block 45 to the point of beginning, in Cook County, Illinois.

Permanent Index Number: 20-26-307-006


Original Skyway Parcel Numbers: 19-82, 20-01

That part of Block 45 in Cornell, being a subdivision of the west half of the southeast quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at a point on the west line of said Block 45, said point being the intersection of a line drawn parallel to and 235 feet southwesterly from the
northeasterly line of the Pittsburgh, Fort Wayne and Chicago right-of-way and the west line of said Block 45; thence southeasterly along said line parallel to and 235 feet from the northeasterly right-of-way line of said railway to its intersection with a line drawn parallel to and 130 feet distance from the west line of the Illinois Central Railroad right-of-way; thence southerly along said line drawn parallel to the west line of the Illinois Central right-of-way 130 feet therefrom to its intersection with a line drawn parallel to and 255 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago Railway right-of-way; thence northwesterly along said line parallel to and 255 feet southwesterly from the northeasterly line of the Pittsburgh, Fort Wayne and Chicago Railway right-of-way to its intersection with the west line of Block 45, being the east line of South Greenwood Avenue; thence northerly along the west line of said Block 45 to the point of beginning, all in Cook County, Illinois.

Permanent Index Number: 20-26-307-007
Source Document: 17117660/Book: 55842/Page: 37/Document Type: PE
Original Skyway Parcel Number: 20-03

That part of the east 130 feet of Block 45 in Cornell described as follows:

beginning at a point being the southeast corner of said Block 45, also being the intersection of the west right-of-way line of the Illinois Central Railroad and the north line of East 76th Street; thence west along the north line of East 76th Street a distance of 15.49 feet to a point; thence northwesterly and parallel with and 155 feet southwesterly of the southwesterly right-of-way of the Pittsburgh, Fort Wayne and Chicago Railway, a distance of 138.69 feet, more or less, to a point 130 feet west of the west right-of-way line of the Illinois Central Railroad, as measured at right angles to said right-of-way line; thence northerly parallel with and 130 feet west of, as measured at right angles, to the westerly right-of-way line of the Illinois Central Railroad, a distance of 157.09 feet, more or less, to a point 25 feet southwesterly of the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company, as measured at right angles; thence southeasterly parallel with and 25 feet southwesterly of the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway, as measured at right angles thereto, a distance of 106.33 feet, more or less, to the northeasterly line of Block 45; thence southeasterly along the northeasterly line of Block 45, a distance of 79.66 feet, more or less, to the westerly right-of-way line of the Illinois Central Railroad; thence southerly along the westerly right-of-way line of the Illinois Central Railroad a distance of 103.65 feet, more or less, to the point of beginning, all in Cornell, a subdivision of Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-26-323-087


The air rights at and above Grantor's Property in the south half of Section 26, Township 38 North, Range 14 East of the Third Principal Meridian, at the location shown on print hereto attached, marked Exhibit X and made a part hereof, and above the varying bottom elevations of the superstructure as indicated on print hereto attached marked Exhibit Y and made a part hereof, and as recorded in Plat Book 505, Page 5, in Cook County, Illinois.

[(Sub)Exhibits X and Y referred to in this legal description for Permanent Index Number 20-26-323-087, Original Skyway Parcel Numbers 20-04, 20-06, 20-07 and 20-14, unavailable at time of printing.]

Permanent Index Number: 20-26-410-006


Original Skyway Parcel Number: _____

For the location of Pier Number 8 of said Toll Bridge, a parcel of land located in Lot 1, Block 61 in Cornell Subdivision in the southeast quarter of Section 26, Township 38 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, more particularly described as follows:

commencing at the point of intersection of said easterly line of the Illinois Central Railroad Company's 200 foot wide right-of-way and said southerly line of the Pennsylvania Railroad's 100 foot wide right-of-way; thence southeasterly along the Pennsylvania Railroad's southerly right-of-way line 276.71 feet to a point; thence southeasterly at a right angle 119.62 feet, to the point of intersection of the centerline of said Pier Number 8 and the southerly line of Avalon Avenue, being the point of beginning; thence northwesterly along said southerly line of Avalon Avenue, 8.43 feet; thence southerly along the centerline of said Pier Number 8, 7.82 feet; thence southeasterly along a line parallel with and 34.79 feet perpendicularly distant southwesterly from the centerline of said Calumet Skyway Toll Bridge, a distance of 16 feet; thence northeasterly at a right angle 2.52 feet to a point in said southerly line of Avalon Avenue; thence northwesterly along said southerly line, 8.43 feet, to the point of beginning, containing an area of 82.7 feet, more or less.
Certain property lying within the bounds of that tract of land situated north of 77th Street, south of 76th Street, east of Greenwood Avenue and west of Avalon Avenue, in the City of Chicago, Cook County, Illinois, said property forming a portion of the right-of-way of the Illinois Central Railroad Company's Richton District described as follows:

beginning at the point where the southwest line of relocated 66 foot wide Avalon Avenue (opened by ordinance dated March 4, 1912) intersects the south line of 80 foot wide 76th Street and running west along said south line of 76th Street, 33.18 feet, more or less, to a point in the east line of Illinois Central Railroad Company's original 200 foot wide right-of-way; thence southwesterly along said east right-of-way line, 602 feet, more or less, to a point in the north line of 66 foot wide 77th Street; thence east along said north line of 77th Street, 49 feet, more or less, to a point in a line that lies parallel and/or concentric with and 10 feet normally distant northwesterly from the centerline of Illinois Central Railroad Company's interchange track; thence northeasterly along said parallel and/or concentric line, 317 feet, more or less, to a point in the east line of that tract of land acquired by the former Illinois Central Railroad Company from the New York, Chicago and St. Louis Railroad Company by deed dated September 24, 1924 and recorded in Deed Book 24125 at Page 121; thence northerly along the east line of said New York, Chicago and St. Louis tract, being along Illinois Central Railroad Company's south property line, 55 feet, more or less, to a corner thereof in the aforesaid southwest line of relocated Avalon Avenue; thence northwesterly along said southwest line of relocated Avalon Avenue, 365 feet, more or less, to return to the point of beginning, in Cook County, Illinois.

For the location of Pier 7 of said Toll Bridge, a parcel of land located in Lot 1, Block 61 in Cornell Subdivision in the southeast quarter of Section 26, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, more particularly described as follows:

beginning at a point in the easterly line of the Illinois Central Railroad Company's 200 foot wide right-of-way, which is 136.63 feet southerly from the point of intersection of said easterly line of the Illinois Central Railroad
Company's 200 foot wide right-of-way and the southwesterly line of the Pennsylvania Railroad's 100 foot wide right-of-way, as measured along said easterly line; thence southerly along said easterly right-of-way line of the Illinois Central Railroad Company 11.49 feet; thence southeasterly along a line parallel with and 32.58 feet perpendicularly distant southwesterly from the centerline of the Calumet Skyway Toll Bridge, a distance of 11.55 feet; thence northeasterly at a right angle 65.16 feet; thence northwesterly at a right angle 18 feet; thence southwesterly at a right angle 55.65 feet, to the point of beginning, containing an area of 1,142 square feet, more or less.

Permanent Index Number: 20-26-419-007


Original Skyway Parcel Number: 0007

The northeasterly 14.00 feet of that part of vacated South Anthony Avenue lying southwesterly of the southwesterly line of the Calumet Skyway Toll Bridge, said line also being described as the southwesterly line of Lots 2 to 17, all inclusive, in Block 75, lying northeasterly of the northeasterly line of Lots 1 to 14, all inclusive, in Block 76, lying southeasterly of the northwesterly line of Lot 14 extended northeasterly to the southwesterly line of said Calumet Skyway Toll Bridge and lying northwesterly of a line drawn from the southerly corner of Lot 2 in Block 75 to the easterly corner of Lot 1 in Block 76, all in Cornell, being a subdivision of parts of Sections 26 and 35, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-420-001


Original Skyway Parcel Numbers: 20-05, 20-08, 20-09

That part of Lots 19 to 26, inclusive, in Block 62 and that part of vacated Chauncey Avenue and that part of vacated alley lying between the northeasterly line of Block 62 and the southwesterly right-of-way line of Pittsburgh, Fort Wayne and Chicago Railway lying 10 feet each side of the centerline of the existing connection track to the Illinois Central Railroad, said centerline being more specifically described as follows:

beginning at a point 35.42 feet northwesterly along said northeasterly line of Avalon Avenue, as now opened from the southeast corner of aforesaid Lot 26; thence easterly along the arc of a curve to the right, having a radius of 359.26 feet for a distance of 117.31 feet to a point of compound curve; thence continuing easterly along the arc of a curve to the right, having a radius of 569.46 feet for a distance of 167.36 feet to a point on the
southwesterly right-of-way line of Pittsburgh, Fort Wayne and Chicago Railway Company, said point being 21.69 feet northwesterly along said right-of-way line from a point of intersection of the southeast line of Lot 17, Block 62 extended northeasterly to the aforesaid southwesterly right-of-way line of aforesaid Railway Company, all in Cook County, Illinois.

Permanent Index Number: 20-26-420-001

Source Document: 16879230/Book: 54791/Page: 569/Document Type: SWD

Original Skyway Parcel Number: _____

That part of Lot 1 and of the vacated alley south of and adjoining said Lot 1 in Block 61 in Cornell, a subdivision in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, according to the plat of said Cornell, recorded February 16, 1872, as Document 13647 in Book 2 of Plats, Page 2, lying northeasterly of the northeasterly line of South Avalon Avenue as now opened and shown by plat recorded December 16, 1913, as Document 5322962 in Book 128 of Plats, Page 3; also that part of the 15 foot strip (formerly alley) lying northeasterly of the northeasterly line of Lot 1 in Block 61 aforesaid, and southwesterly of and adjoining the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company and northeasterly of the said northeasterly line of South Avalon Avenue extended northwesterly to the south line of East 76th Street as now opened and shown by Document 5322962; also that part of Chauncey Avenue now vacated as shown on the plat of Cornell aforesaid, lying south of the southwesterly line of the right-of-way of the Pittsburgh, Fort Wayne and Chicago Railway Company, and lying north of the northeasterly line of South Avalon Avenue as said line of avenue was extended from the northeast corner of Chauncey Avenue and Anthony Avenue northwesterly to the south line of East 76th Street intersection of and lying between said Block 61 and Block 62; also Lots 1 to 26, inclusive, in Block 62 in Cornell aforesaid; also vacated alley lying between the northeasterly line of Block 62 and the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company; also Lots 7 to 17, inclusive, in Block 75 in Cornell aforesaid (except the southwesterly 90 feet of Lots 7 and 8 and except that part of Lots 9 to 16 lying southwesterly of a line described as follows:

commencing on the southeasterly line of Lot 9 at a point 90 feet northeasterly of the southwesterly line of Lot 9; thence northwesterly 154.5 feet to a point in the northwesterly line of Lot 14 at a distance of 50 feet northeasterly of the southwesterly line thereof; thence westerly 74.83 feet to the most westerly corner of Lot 16 in Block 75 in Cornell aforesaid; also a vacated alley lying between the northeasterly lines of said Lots 7 to 17, inclusive, and the
southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company (except from the foregoing descriptions the following:

that part of Lots 19 to 26, inclusive, in said Block 62 and except that part of said vacated Chauncey Avenue and except that part of said vacated alley lying between the northeasterly line of Block 62 and the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company, lying 10 feet each side of the centerline of the existing connection track to the Illinois Central Railroad, said centerline being more specifically described as follows:

beginning at a point 35.42 feet northwesterly along said northeasterly line of South Avalon Avenue, as now opened, from the southeast corner of aforesaid Lot 26; thence easterly along the arc of a curve to the right, having a radius of 359.26 feet for a distance of 117.31 feet, to a point of compound curve, thence continuing easterly along the arc of a curve to the right, having a radius of 569.46 feet for a distance of 167.36 feet to a point on the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company, said point being 21.69 feet northwesterly along said right-of-way line from a point of intersection of the southeast line of Lot 17, Block 62, extended northeasterly to the aforesaid southwesterly right-of-way line of aforesaid railway company, all in Cook County, Illinois.

Permanent Index Number: 20-26-420-006

Source Document: 16879230/Book: 54791/Page: 569/Document Type: SWD

Original Skyway Parcel Number: ____

That part of Lot 1 and of the vacated alley south of and adjoining said Lot 1 in Block 61 in Cornell, a subdivision in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, according to the plat of said Cornell, recorded February 16, 1872, as Document 13647 in Book 2 of Plats, Page 2, lying northeasterly of the northeasterly line of South Avalon Avenue, as now opened and shown by plat recorded December 16, 1913, as Document 5322962 in Book 128 of Plats, Page 3; also that part of the 15 foot strip (formerly alley) lying northeasterly of the northeasterly line of Lot 1 in Block 61 aforesaid, and southwesterly of and adjoining the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company and northeasterly of the said northeasterly line of South Avalon Avenue extended northwesterly to the south line of East 76th Street, as now opened and shown by Document 5322962; also that part of Chauncey Avenue now vacated as shown on the plat of Cornell aforesaid, lying south of the
southwesterly line of the right-of-way of the Pittsburgh, Fort Wayne and Chicago Railway Company, and lying north of the northeasterly line of South Avalon Avenue as said line of avenue was extended from the northeast corner of Chauncey Avenue and Anthony Avenue northwesterly to the south line of East 76th Street intersection of and lying between said Block 61 and Block 62; also Lots 1 to 26 inclusive in Block 62 in Cornell aforesaid; also vacated alley lying between the northeasterly line of Block 62 and the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company; also Lots 7 to 17, inclusive, in Block 75 in Cornell aforesaid (except the southwesterly 90 feet of Lots 7 and 8 and except that part of Lots 9 to 16 lying southwesterly of a line described as follows:

commencing on the southeasterly line of Lot 9 at a point 90 feet northeasterly of the southwesterly line of Lot 9; thence northwesterly 154.5 feet to a point in the northwesterly line of Lot 14 at a distance of 50 feet northeasterly of the southwesterly line thereof; thence westerly 74.83 feet to the most westerly corner of Lot 16 in Block 75 in Cornell aforesaid; also a vacated alley lying between the northeasterly lines of said Lots 7 to 17, inclusive, and the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company (except from the foregoing descriptions, the following:

that part of Lots 19 to 26, inclusive, in said Block 62 and except that part of said vacated Chauncey Avenue and except that part of said vacated alley lying between the northeasterly line of Block 62 and the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company, lying 10 feet each side of the centerline of the existing connection track to the Illinois Central Railroad, said centerline being more specifically described as follows:

beginning at a point 35.42 feet northwesterly along said northeasterly line of South Avalon Avenue, as now opened, from the southeast corner of aforesaid Lot 26; thence easterly along the arc of a curve to the right, having a radius of 359.26 feet for a distance of 117.31 feet, to a point of compound curve; thence continuing easterly along the arc of a curve to the right, having a radius of 569.46 feet for a distance of 167.36 feet to a point on the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company, said point being 21.69 feet northwesterly along said right-of-way line from a point of intersection of the southeast line of Lot 17, Block 62, extended northeasterly to the aforesaid southwesterly right-of-way line of aforesaid railway company), all in Cook County, Illinois.
that part of Lot 1 and of the vacated alley south of and adjoining said Lot 1 in Block 61 in Cornell, a subdivision in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, according to the plat of said Cornell, recorded February 16, 1872, as Document 13647 in Book 2 of Plats, Page 2, lying northeasterly of the northeasterly line of South Avalon Avenue, as now opened and shown by plat recorded December 16, 1913, as Document 5322962 in Book 128 of Plats, Page 3; also that part of the 15 foot strip (formerly alley) lying northeasterly of the northeasterly line of Lot 1 in Block 61 aforesaid, and southwesterly of and adjoining the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company and northeasterly of the said northeasterly line of South Avalon Avenue extended northwesterly to the south line of East 76th Street, as now opened and shown by Document 5322962; also that part of Chauncey Avenue now vacated as shown on the plat of Cornell aforesaid, lying south of the southwesterly line of the right-of-way of the Pittsburgh, Fort Wayne and Chicago Railway Company, and lying north of the northeasterly line of South Avalon Avenue, as said line of avenue was extended from the northeast corner of Chauncey Avenue and Anthony Avenue northwesterly to the south line of East 76th Street intersection of and lying between said Block 61 and Block 62; also Lots 1 to 26, inclusive, in Block 62 in Cornell aforesaid; also vacated alley lying between the northeasterly line of Block 62 and the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company; also Lots 7 to 17, inclusive, in Block 75 in Cornell aforesaid (except the southwesterly 90 feet of Lots 7 and 8 and except that part of Lots 9 to 16 lying southwesterly of a line described as follows:

commencing on the southeasterly line of Lot 9 at a point 90 feet northeasterly of the southwesterly line of Lot 9; thence northeasterly 154.5 feet to a point in the northwesterly line of Lot 14 at a distance of 50 feet northeasterly of the southwesterly line thereof; thence westerly 74.83 feet to the most westerly corner of Lot 16 in Block 75 in Cornell aforesaid; also a vacated alley lying between the northeasterly lines of said Lots 7 to 17, inclusive, and the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company (except from the foregoing descriptions, the following:

that part of Lots 19 to 26, inclusive, in said Block 62 and except that part of said vacated Chauncey Avenue and except that part of said vacated alley lying between the northeasterly line of Block 62 and the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway
Company, lying 10 feet each side of the centerline of the existing connection track to the Illinois Central Railroad, said centerline being more specifically described as follows:

beginning at a point 35.42 feet northwesterly along said northeasterly line of South Avalon Avenue, as now opened, from the southeast corner of aforesaid Lot 26; thence easterly along the arc of a curve to the right, having a radius of 359.26 feet for a distance of 117.31 feet, to a point of compound curve; thence continuing easterly along the arc of a curve to the right, having a radius of 569.46 feet for a distance of 167.36 feet to a point on the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company, said point being 21.69 feet northwesterly along said right-of-way line from a point of intersection of the southeast line of Lot 17, Block 62, extended northeasterly to the aforesaid southwesterly right-of-way line of aforesaid railway company), all in Cook County, Illinois.

Permanent Index Number: 20-26-420-011


Original Skyway Parcel Number: 20-10

That part of Lots 8 to 16, inclusive, in Block 75 in Cornell, a subdivision of Sections 26 and 35 in Township 38 North, Range 14, East of the Third Principal Meridian described as follows:

beginning at a point on the southwesterly line 10-18/100 feet southeasterly of the most westerly corner of Lot 8; thence northeasterly parallel to the northwesterly line a distance of 90 feet; thence northwesterly 10-18/100 feet to a point on the northwesterly line of Lot 5 a distance of 90 feet northeasterly of the southwesterly line; thence northwesterly a distance of 154-5/100 feet to a point in the northwesterly line of Lot 14 a distance of 50 feet northeasterly of the southwesterly line; thence westerly 74-83/100 feet to the most westerly corner of Lot 16; thence southeasterly along the southwesterly line a distance of 216-3/100 feet to the place of beginning, in Cook County, Illinois.

Permanent Index Number 20-26-420-012


Original Skyway Parcel Number: 20-11

Lots 2 and 6, inclusive, and southwesterly 90 feet of Lots 7 and 8 except that part of Lot 8 described as follows:
Commencing at the most westerly corner of Lot 8; thence southeasterly along the southwesterly line of Lot 8 for a distance of 10.18 feet; thence northeasterly parallel to the northwesterly line for a distance of 90 feet; thence northwesterly 10.18 feet to the northwesterly line of Lot 8; thence southwesterly along said northwesterly line of Lot 8 to the place of beginning in Block 75 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-26-420-012


Original Skyway Parcel Number: 20-11

That part of the vacated 15 foot alley north easterly of and adjoining Lots 2 to 6, both inclusive, in Block 75 in Cornell, a subdivision in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, lying southwesterly of a line 7.04 feet southwesterly of, parallel with and measured at right angles to the northeasterly line of said vacated alley and said northeasterly line produced southeasterly and southeasterly of a line 129.2 feet (measured along the southwesterly line of said vacated alley) northwesterly of and parallel with the southeasterly line of said Lot 2 produced northeasterly all in Cook County, Illinois.

Permanent Index Number: 20-26-427-004


Original Skyway Parcel Number: 0004

The northeasterly 155.00 feet (measured at right angles to the northeasterly line of Block 1) of the following described tract:

Blocks 1 and 2 in the resubdivision of Blocks 98, 99, 102 and 103 and streets and alleys vacated under ordinance passed by the City Council of the City of Chicago June 17, 1918, all in Cornell in Sections 26 and 35, Township 38 North, Range 14 East of the Third Principal Meridian, according to the Plat of Consolidation filed for record in the Recorder's Office of Cook County, Illinois, on July 9, 1928 and recorded as Document Number 6355928, together with the vacated east and west 16 foot alley north and adjoining Block 2 aforesaid, also the vacated north and south 16 foot alley east and adjoining said Block 2 and the east line of said Block 2 produced north 16 feet, said alleys vacated by ordinance passed by the City Council.
of the City of Chicago on March 14, 1923, recorded in the Office of the Recorder of Deeds on May 12, 1923, as Document Number 7928565, all in Cook County, Illinois.

Permanent Index Number: 20-26-427-005


Original Skyway Parcel Number: 0004

The northeasterly 155.00 feet (measured at right angles to the northeasterly line of Block 1) of the following described tract:

Blocks 1 and 2 in the resubdivision of Blocks 98, 99, 102 and 103 and streets and alleys vacated under ordinance passed by the City Council of the City of Chicago June 17, 1918, all in Cornell in Sections 26 and 35, Township 38 North, Range 14 East of the Third Principal Meridian, according to the Plat of Consolidation filed for record in the Recorder's Office of Cook County, Illinois, on July 9, 1928 and recorded as Document Number 6355928, together with the vacated east and west 16 foot alley north and adjoining Block 2 aforesaid, also the vacated north and south 16 foot alley east and adjoining said Block 2 and the east line of said Block 2 produced north 16 feet, said alleys vacated by ordinance passed by the City Council of the City of Chicago on March 14, 1923, recorded in the Office of the Recorder of Deeds on May 12, 1923, as Document Number 7928565, all in Cook County, Illinois.

Permanent Index Number: 20-26-501-007


The air rights at and above Grantor's Property in the south half of Section 26, Township 38 North, Range 14 East of the Third Principal Meridian, at the location shown on print hereto attached, marked Exhibit X and made a part hereof, and above the varying bottom elevations of the superstructure as indicated on print hereto attached marked Exhibit Y and made a part hereof, and as recorded in Plat Book 505, Page 5, in Cook County, Illinois.
[Exhibits X and Y referred to in this legal description for
Permanent Index Number 20-25-501-007/Original
Skyway Parcel Numbers 20-04, 20-06, 20-07
and 20-14 unavailable at time of printing.]

Permanent Index Number: 20-27-205-019


Original Skyway Parcel Number: 18-55

Lots 1 and 2 and the north 10 feet of Lot 3 in Witherell's Subdivision of Block 2 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-27-205-020

Source Document: 16701949/Book: 53998/Page: 204/Document Type: TD

Original Skyway Parcel Number: ____

Lot 4 and the south 15 feet of Lot 3 in Witherell's Subdivision of Block 2 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number: 20-27-205-021


Original Skyway Parcel Number: 18-57

Lots 5 and 6 in Witherell's Subdivision of Block 2 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.
Permanent Index Number: 20-27-206-001


Original Skyway Parcel Number: 18-58

Lot 51 in Block 3 in Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 36 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-27-206-002


Original Skyway Parcel Number: ____

Lots 49 and 50 in Block 3 in William V. Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-27-206-003

Source Document: 16652316/Book: 53827/Page: 21/Document Type: WD

Original Skyway Parcel Number: 18-60

Lots 47 and 48 in Block 3 in Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-27-206-004


Original Skyway Parcel Number: 18-61

Lots 45 and 46 in Block 3 in Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-27-206-005

Source Document: 16702545/Book: 54100/Page: 308/Document Type: WD

Original Skyway Parcel Number: 18-62

Lot 44 and the north half of Lot 43 in Block 3 in Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-27-206-006


Original Skyway Parcel Number: 18-63

Lots 41, 42 and the south half of Lot 43 in Block 3 in Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-27-206-007


Original Skyway Parcel Number: 18-64

Lots 39 and 40 in Block 3 in Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-27-206-008


Original Skyway Parcel Number: 37-38

That part of Lots 37 and 38 lying east of a straight line extending from a point on the south line and being 3 feet west of the southeast corner of said Lot 37
and a point 48.6 feet west of the northeast corner of said Lot 38 all in Block 3 in Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-27-206-009


Original Skyway Parcel Number: 18-66

That part of Lot 36 lying east of a straight line extended from a point on the east line and being 8 feet south of the northeast corner of said Lot 36 and a point on the north line and being 8 feet west of the northeast corner of said Lot 36 in Block 3 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-27-206-013


Original Skyway Parcel Number: ____

Lot One (1) in Block Three (3) in Jacob's Subdivision of Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, situated in Cook County, Illinois.

Permanent Index Number: 20-27-206-014


Original Skyway Parcel Number: 2-03

Lots 2 and 3 in Block 3 in Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.
Permanent Index Number: 20-27-206-015


Original Skyway Parcel Number: 18-68

Lots 4 and 5 in Block 3 in Jacobs Subdivision of Block 1 in Norton’s Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-27-206-016

Source Document: 16598623/Book: 53640/Page: 21/Document Type: WD

Original Skyway Parcel Number: ____

Lots 6 and 7 in Block 3 in Jacob’s Subdivision of Block 1 in Norton’s Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-27-206-017


Original Skyway Parcel Number: 16-70

Lots 8 and 9 in Block 3 in Jacob’s Subdivision of Block 1 in Norton’s Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-27-206-018


Original Skyway Parcel Number: 18-71

Lots 10 and 11 in Block 3 in Jacob’s Subdivision of Block 1 in Norton’s Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.
Permanent Index Number: 20-27-206-019

Source Document: 16619409/Book: 53712/Page: 419/Document Type: WD

Original Skyway Parcel Number: ____

Lots 12 and 13 in Block 3 in Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-27-206-020


Original Skyway Parcel Number: 18-73

Lots 14 and 15 in Block 3 in Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-27-207-002


Original Skyway Parcel Number: 18-74

Lots 19, 20 and 21 in Block 2 in Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-27-207-003


Original Skyway Parcel Number: 18-75

Lot 16 (except the south 6 feet) and all of Lots 17 and 18 in Block 2 in Jacob's Subdivision of Block 1 of Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-27-207-004


Original Skyway Parcel Number: 18-76

Lot 15 and the south 6 feet of Lot 16 in Block 2 in Jacob’s Subdivision of Block 1 in Norton’s Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-27-207-005


Original Skyway Parcel Number: 18-81-2

That part of the east and west alley running through Block 2 in W.V. Jacob’s Subdivision of Block 1 in Norton’s Subdivision of the northeast one-quarter of the northeast one-quarter of Section 27, Township 38 North, Range 14, lying south and adjoining the south line of Lot 1 in said Block 2 lying north and adjoining the north line of Lots 3 to 7, both inclusive, in said Block 2 lying west and adjoining the southwest line of the alley running northwest and southeast through said Block 2 and lying east of and adjoining the west line of Lot 1, in said Block 2 extended south to the north line of Lot 8 in Block 2, all in Cook County, Illinois.

Permanent Index Number: 20-27-207-005

Source Document: 16650562/Book: 53821/Page: 118/Document Type: WD

Original Skyway Parcel Number: 18-81-2

Lots 1, 5, 6, 7 and 8 in Block 2 in W.V. Jacob’s Subdivision of Block 1 in Norton’s Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian according to the plat recorded of said W.V. Jacob’s Subdivision, December 9, 1895, as Document Number 675532 in Cook County, Illinois.
Permanent Index Number: 20-27-207-006


Original Skyway Parcel Number: 18-77

Lots 13 and 14 in Block 2 in Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number: 20-27-207-007


Original Skyway Parcel Number: 18-78

Lot 12 in Block 2 in Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-27-207-008


Original Skyway Parcel Number: ____

Lot 11 (except railroad) in Block 2 in Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-27-207-009


Original Skyway Parcel Number: 18-80

Lots 9 and 10 in Block 2 in Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-27-207-010


Original Skyway Parcel Number: 18-81-2

That part of the east and west alley running through Block 2 in W.V. Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast one-quarter of the northeast one-quarter of Section 27, Township 38 North, Range 14, lying south and adjoining the south line of Lot 1 in said Block 2 lying north and adjoining the north line of Lots 3 to 7, both inclusive, in said Block 2 lying west and adjoining the southwest line of the alley running northwest and southeast through said Block 2 and lying east of and adjoining the west line of Lot 1, in said Block 2 extended south to the north line of Lot 8 in Block 2, all in Cook County, Illinois.

Permanent Index Number: 20-27-207-010

Source Document: 16650562/Book: 53821/Page: 118/Document Type: WD

Original Skyway Parcel Number: 18-81-2

Lots 1, 5, 6, 7 and 8 in Block 2 in W.V. Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian according to the plat recorded of said W.V. Jacob's Subdivision, December 9, 1895, as Document Number 675532 in Cook County, Illinois.

Permanent Index Number: 20-27-207-011

Source Document: 16650562/Book: 53821/Page: 118/Document Type: WD

Original Skyway Parcel Number: 18-81-2

Lots 1, 5, 6, 7 and 8 in Block 2 in W.V. Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian according to the plat recorded of said W.V. Jacob's Subdivision, December 9, 1895, as Document Number 675532 in Cook County, Illinois.
Permanent Index Number: 20-27-207-011


Original Skyway Parcel Number: 18-81-2

That part of the east and west alley running through Block 2 in W.V. Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast one-quarter of the northeast one-quarter of Section 27, Township 38 North, Range 14, lying south and adjoining the south line of Lot 1 in said Block 2 lying north and adjoining the north line of Lots 3 to 7, both inclusive, in said Block 2 lying west and adjoining the southwest line of the alley running northwest and southeast through said Block 2 and lying east of and adjoining the west line of Lot 1, in said Block 2 extended south to the north line of Lot 8 in Block 2, all in Cook County, Illinois.

Permanent Index Number: 20-27-207-012

Source Document: 16701716/Book: 53997/Page: 308/Document Type: WD

Original Skyway Parcel Number: 18-81-1

Lots 2, 3 and 4 in Block 2 in W.V. Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded of said W.V. Jacob's Subdivision, December 9, 1895 as Document 675532, in Cook County, Illinois; also that part of the east and west alley running through said Block 2 in W.V. Jacob's Subdivision aforesaid lying south and adjoining the north line of Lots 3 and 4 in said Block 2 lying west and adjoining the south westerly line of the alley running northwesterly and southeasterly through said Block 2 and lying east of and adjoining the west line of Lot 1 in said Block 2 extended south to the north line of Lot 8 in said Block 2, all in Cook County, Illinois, in Cook County, Illinois.

Permanent Index Number: 20-27-207-020


Original Skyway Parcel Number: 18-73

Lots 14 and 15 in Block 3 in Jacob's Subdivision of Block 1 in Norton's Subdivision of the northeast quarter of the northeast quarter of Section 27,
Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-27-215-018


Original Skyway Parcel Number: 18-82

Lots 1 and 2 in Block 1 in Norton and Cornell’s Subdivision of Block 4 in Norton’s Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-27-215-019


Original Skyway Parcel Number: 18-83

Lot 3 in Block 1 in Norton and Cornell’s Subdivision of Block 4 in Norton’s Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-27-215-020

Source Document: 16800160/Book: 54432/Page: 504/Document Type: D

Original Skyway Parcel Number: _____

That part of Lot 4 lying east of a straight line extending from a point on the south line and 31.6 feet west of the southeast corner of said Lot 4 and a point on the north line and 55.6 feet west of the northeast corner of said Lot 4 in Block 1 in Norton and Cornell’s Subdivision of Block 4 in Norton’s Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-27-215-021

Source Document: 16800160/Book: 54432/Page: 504/Document Type: D

Original Skyway Parcel Number: ____

That part of Lots 5 and 6 lying east of a straight line extending from a point on the east line and being 5 feet south of the northeast corner of said Lot 6 and a point on the north line and being 31.6 feet west of the northeast corner of said Lot 5 in Block 1 in Norton and Cornell's Subdivision of the northeast quarter of the northeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-35-207-023


Original Skyway Parcel Number: 21-14

Lots 24 and 25 in Block 2 in Hutchinson's Subdivision of the northeast quarter of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-35-207-024


Original Skyway Parcel Number: 21-15

Lots 26 to 29, inclusive, and that part of vacated Stony Island lying east of the adjoining said Lots 26 to 29, inclusive, in Block 2 in Hutchinson's Subdivision of the northeast quarter of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, also conveys and quitclaims that part of vacated Stony Island Avenue lying east of and adjoining Lots 26 to 29 aforesaid.

Permanent Index Number: 20-35-207-025


Original Skyway Parcel Numbers: 21-40, 21-40A, 21-41

Lots One (1), Two (2) and Three (3) in Peter Foote's Subdivision of Lots One (1) and Two (2) and the streets adjoining in Block One (1) of Hutchinson's Subdivision of the northeast quarter (N.E. 1/4) of the northeast quarter (N.E. 1/4)
of Section Thirty-five (35), Township Thirty-eight (38) North, Range Fourteen (14), East of Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-35-207-026


Original Skyway Parcel Numbers: 21-40, 21-40A, 21-41

Lots One (1), Two (2) and Three (3) in Peter Foote's Subdivision of Lots One (1) and Two (2) and the streets adjoining in Block One (1) of Hutchinson's Subdivision of the northeast quarter (N.E. ¼) of the northeast quarter (N.E. ¼) of Section Thirty-five (35), Township Thirty-eight (38) North, Range Fourteen (14), East of Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-35-207-027


Original Skyway Parcel Number: 21-06

Lot 9 and the northwesterly 8 feet of Lot 10 in Block 2 in Hutchinson's Subdivision of the northeast quarter of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-35-207-027


Original Skyway Parcel Number: 21-03

Lot 5 and northwesterly 8 feet of Lot 6 in Block 2 in Hutchinson's Subdivision of the northeast quarter of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-35-207-027


Original Skyway Parcel Number: 21-02

Lots 1 to 4, inclusive, in Block 2 in Hutchinson's Subdivision of the northeast quarter of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-35-207-027


Original Skyway Parcel Number: 21-14

Lots 24 and 25 in Block 2 in Hutchinson's Subdivision of the northeast quarter of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-35-207-027


Original Skyway Parcel Number: 21-13

Lots 22 and 23 in Block 2 in Hutchinson's Subdivision of the northeast quarter of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-35-207-027


Original Skyway Parcel Number: 21-05

Lot 8 and the southeasterly 9 feet of Lot 7 in Block 2 in Hutchinson's Subdivision of the northeast quarter of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-35-207-027


Original Skyway Parcel Number: 21-04

Lot 6 (except the northwesterly 8 feet) and Lot 7 (except the southeasterly 9 feet in Block 2 in Hutchinson's Subdivision of the northeast quarter of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-35-207-027


Original Skyway Parcel Number: 21-07

Lot 10 (except the northwesterly 8 feet) and Lot 11 (except the southeasterly 9 feet) in Block 2 in Hutchinson’s Subdivision of the northeast quarter of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-35-207-027


Original Skyway Parcel Numbers: 21-09, 21-10, 21-11

Lots 13 to 19, both inclusive, in Block 2 in Hutchinson’s Subdivision of the northeast quarter of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-35-207-027


Original Skyway Parcel Number: 21-08

Lot 12 and the southeasterly 9 feet of Lot 11 in Block 2 in Hutchinson’s Subdivision of the northeast quarter of the northeast quarter of Section 35, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-35-207-027


Original Skyway Parcel Number: 21-12

Lots Twenty (20) and Twenty-one (21) in Block Two (2) in Hutchinson’s Subdivision of the northeast quarter of the northeast quarter of Section Thirty-five (35), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian, in Cook County, Illinois.
That part of the New York Central Railroad main line right-of-way lying within the east half of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at the intersection of the northeasterly right-of-way line of the aforesaid railroad and the west line of South Stony Island Avenue; thence southerly a distance of 120.19 feet to as measured along the aforesaid west line of South Stony Island Avenue to a point; thence northwesterly a distance of 98.04 feet, as measured along the arc of a curve concave to the northeast and having a radius of 1,650.28 feet and whose chord has an angle of 173 degrees, 28 minutes, 23 seconds to the right with an extension of the last described course to a point; thence southwesterly a distance of 16.0 feet, as measured along a straight line having an angle normal to a line tangent to the aforesaid arc to a point; thence northwesterly a distance of 20.0 feet, as measured normal to the aforesaid southwesterly straight line to a point; thence northeasterly a distance of 16.0 feet, as measured normal to the aforesaid northwesterly straight line to a point; thence northwesterly a distance of 17.47 feet, measured along the arc of a curve concave to the northeast and having a radius of 1,650.28 feet to a point on the northeasterly right-of-way line of the aforesaid railroad, said point being 20.5 feet northwesterly, as measured along the said northeasterly right-of-way line from the west line of South Stony Island Avenue; thence southeasterly a distance of 20.5 feet, as measured along the aforesaid northeasterly right-of-way line to the point of beginning, all in Cook County, Illinois.
beginning at a point on the westerly line of South Stony Island Avenue and being 59.35 feet north of the southwesterly right-of-way line of said railway company, as measured along the said westerly line; thence southwesterly a distance of 38.02 feet as measured along a straight line which has an angle of 78 degrees, 7 minutes, 11 seconds in the southwest quadrant with the said westerly line of South Stony Island Avenue, to a point; thence northwesterly a distance of 20 feet as measured along a straight line normal to the last described course, to a point; thence northeasterly a distance of 42.31 feet to a point on the westerly line of South Stony Island Avenue, said point being 79.79 feet north of the southwesterly right-of-way line of said railway company, as measured along the said westerly line of South Stony Island Avenue; thence southerly a distance of 20.44 feet, as measured along the westerly line of South Stony Island Avenue, to the point of beginning, all in Cook County, Illinois.

Permanent Index Number: 20-36-106-067

Source Document 16776476/Book: 54353/Page: 90/Document Type: WD

Original Skyway Parcel Number: 21-17

Lots 23 to 27, both inclusive, in Block 4 in Anthony and Harvey’s Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian according to plat recorded November 24, 1879 in Book 14 of Maps, Page 84, as Document Number 246223, in Cook County, Illinois.

Permanent Index Number: 20-36-106-068


Original Skyway Parcel Number: 21-18

Lots 21 and 22 in Block 4 in Anthony and Harvey’s Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian according to the plat thereof recorded November 24, 1879 in Block 14 of Maps, Page 84 as Document 246223, in Cook County, Illinois.
Permanent Index Number: 20-36-106-069


Lots 5 to 16, both inclusive, 18 to 22, both inclusive, 35 and 36, 39 to 45, both inclusive, and 49 to 73, both inclusive, in Anthony Avenue Addition to Avalon Park being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5, Lots 5 to 41 in Block 6 in Anthony and Harvey's Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, situated in the County of Cook, in the State of Illinois.

Permanent Index Number: 20-36-106-069


Original Skyway Parcel Number: 21-19

Lots 1, 2, 3 and 4 in Anthony Avenue Addition to Avalon Park, a subdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5 and Lots 5 to 41 in Block 6 in Anthony and Harvey's Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-106-069


Original Skyway Parcel Number: 21-21

Lot 17 in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5 and Lots 5 to 41 in Block 6 in Anthony and Harvey's Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-106-072

Source Document: 17147264/Book: 55926/Page: 90/Document Type: PE

Original Skyway Parcel Number: 21-16-1

That part of the New York Central Railroad main line right-of-way lying within the west three-quarters of the northwest quarter of Section 36, Township 38
North, Range 14, East of the Third Principal Meridian described as follows:

beginning at a point being 5.29 feet southeasterly, as measured along the northeasterly right-of-way line of the aforesaid railroad from the intersection of the east line of Stony Island Avenue and the aforesaid northeasterly right-of-way line; thence continuing southeasterly along the said northeasterly right-of-way line a distance of 96.32 feet to a point; thence southeasterly a distance of 238.58 feet as measured along the arc of a curve concave to the northeast and having a radius of 1,419.68 feet to a point on the southwesterly right-of-way line of the aforesaid railroad said point being 218.19 feet southeasterly as measured along the aforesaid southwesterly right-of-way line, from the east line of Stony Island Avenue; thence northwesterly along the aforesaid southwesterly right-of-way line a distance of 131.05 feet to a point, said point being 87.14 feet southeasterly along the aforesaid southwesterly right-of-way line, from the east line of Stony Island Avenue; thence northwesterly a distance of 207.43 feet, as measured along the arc of a curve concave to the northeast and having a radius of 1,469.68 feet to the point of beginning, all in Cook County, Illinois.

Permanent Index Number: 20-36-114-031


Original Skyway Parcel Number: 21-35

Lot 34 in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5 and Lots 5 to 41 in Block 6 in Anthony and Harvey's Subdivision in northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-114-040


Original Skyway Parcel Number: 21-34

The southeasterly 5 feet of Lot 32 and all of Lot 33 in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5, and Lots 5 to 41 in Block 6 in Anthony and Harvey's Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-36-114-040

Source Document: 16466225/Book: 53084/Page: 594/Documents Type: WD


Lots 5 to 16, both inclusive, 18 to 22, both inclusive, 35 and 36, 39 to 45, both inclusive, and 49 to 73, both inclusive, in Anthony Avenue Addition to Avalon Park being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5, Lots 5 to 41 in Block 6 in Anthony and Harvey's Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the County of Cook, in the State of Illinois.

Permanent Index Number: 20-36-114-040

Source Document: 16553390/Book: 53382/Page: 268/Documents Type: WD

Original Skyway Parcel Number: 21-29

Lot 27 (except the northwesterly 5 feet) and the northwesterly 7½ feet of Lot 28 in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5 and Lots 5 to 41 in Block 6 in Anthony and Harvey's Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-114-040

Source Document: 16559417/Book: 53503/Page: 446/Documents Type: WD

Original Skyway Parcel Number: 21-26

Lot 24 in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5 and Lots 5 to 41 in Block 6, in Anthony and Harvey's Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-114-040

Source Document: 16564673/Book: 53521/Page: 538/Documents Type: WD

Original Skyway Parcel Number: 21-27

Lot 25 and the northwesterly 2½ feet of Lot 26 in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in...
Block 5 and Lots 5 to 41 in Block 6 in Anthony and Harvey’s Subdivision in the northwest quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-114-040
Original Skyway Parcel Number: 21-30
Lot 28 (except the northwesterly 7½ feet) and Lot 29 (except the southeasterly 20 feet) in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5 and Lots 5 to 41 in Block 6 in Anthony and Harvey’s Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-114-040
Original Skyway Parcel Number: 21-31
The southeasterly 20 feet of Lot 29 and Lot 30 (except the southeasterly 15 feet) in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5, and Lots 5 to 41 in Block 6 in Anthony and Harvey’s Subdivision in the northwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-114-040
Original Skyway Parcel Number: 21-28
Lot 26 (except the northwesterly 2½ feet) and the northwesterly 5 feet of Lot 27 in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5 and Lots 5 to 41 in Block 6 in Anthony and Harvey’s Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-36-114-040


Original Skyway Parcel Number: 21-33

That part of Lot 31 lying southeasterly of a line parallel with and 10 feet northwesterly of southeasterly line of said Lot 31; also that part of Lot 32 lying northwesterly of a line parallel with and 5 feet northwesterly of the southeasterly line of said Lot 32 in Anthony Avenue Addition to Avalon Park, being a subdivision of Lots 1 to 20, both inclusive, in Block 4 and Lots 1 to 26, both inclusive, in Block 5 and Lots 5 to 41, both inclusive, in Block 6 in Anthony and Harvey’s Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-114-040


Original Skyway Parcel Number: 21-25

Lot 23 in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5 and Lots 5 to 41 in Block 6 in Anthony and Harvey’s Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-114-040


Original Skyway Parcel Number: 21-32

That part of Lot Thirty (30) lying southeasterly of a line parallel with and fifteen (15) feet northwesterly of the southeasterly line of said Lot Thirty (30) and that part of Lot Thirty-one (31) lying northwesterly of a line parallel with and ten (10) feet northwesterly of the southeasterly line of said Lot Thirty-one (31), all in Anthony Avenue Addition to Avalon Park being a subdivision of Lots One (1) to Twenty-six (26), both inclusive, in Block Five (5) and Lots Five (5) to Forty-one (41), both inclusive, in Block Six (6) in Anthony and Harvey’s Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Property Index Number: 20-36-114-041

Source Document: 16761030/Book: 54300/Page: 432/Document Type: D

Original Skyway Parcel Number: 21-38

Lot 38 in Anthony Avenue Addition to Avalon Park, being a subdivision of Lots 1 to 20, inclusive, in Block 4, Lots 1 to 26, inclusive, in Block 5 and Lots 5 to 41, inclusive, in Block 6 in Anthony and Harvey's Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-114-041


Original Skyway Parcel Number: 21-37

Lot Thirty-seven (37) in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots One (1) to Twenty (20) in Block (Four) 4, Lots Five (5) to Forty-one (41) in Block Six (6) in Anthony and Harvey's Subdivision in the northwest quarter (nw ¼) of Section 36 Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-122-001


Original Skyway Parcel Number: 23-07

Lot 26 in Block 9 in Lemuel A. Ostrom's Resubdivision of the east half of the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-122-020

Source Document: 16668536/Book: 53883/Page: 228/Document Type: WD

Original Skyway Parcel Number: 23-02

Lot 46 in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5, and Lots 5 to 41 in Block 6 in
Anthony and Harvey’s Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-122-021


Original Skyway Parcel Number: 23-03

Lot 47 in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5 and Lots 5 to 41 in Block 6 in Anthony and Harvey’s Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-36-122-022


Original Skyway Parcel Number: 23-04

Lot 48 in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5 and Lots 5 to 41 in Block 6, in Anthony and Harvey’s Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-122-024


Lots 5 to 16, both inclusive, 18 to 22, both inclusive, 35 and 36, 39 to 45, both inclusive, and 49 to 73, both inclusive, in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5, Lots 5 to 41 in Block 6 in Anthony and Harvey’s Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, situated in the County of Cook, in the State of Illinois.
Permanent Index Number: 20-36-122-025


Lots 5 to 16, both inclusive, 18 to 22, both inclusive, 35 and 36, 39 to 45, both inclusive, and 49 to 73, both inclusive, in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5, Lots 5 to 41 in Block 6 in Anthony and Harvey's Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, situated in the County of Cook, in the State of Illinois.

Permanent Index Number: 20-36-122-026


Lots 5 to 16, both inclusive, 18 to 22, both inclusive, 35 and 36, 39 to 45, both inclusive, and 49 to 73, both inclusive, in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5, Lots 5 to 41 in Block 6 in Anthony and Harvey's Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, situated in the County of Cook, in the State of Illinois.

Permanent Index Number: 20-36-122-027


Lots 5 to 16, both inclusive, 18 to 22, both inclusive, 35 and 36, 39 to 45, both inclusive, and 49 to 73, both inclusive, in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5, Lots 5 to 41 in Block 6 in Anthony and Harvey's Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, situated in the County of Cook, in the State of Illinois.
Permanent Index Number: 20-36-122-028


Lots 5 to 16, both inclusive, 18 to 22, both inclusive, 35 and 36, 39 to 45, both inclusive, and 49 to 73, both inclusive, in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5, Lots 5 to 41 in Block 6 in Anthony and Harvey's Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, situated in the County of Cook, in the State of Illinois.

Permanent Index Number: 20-36-122-029


Lots 5 to 16, both inclusive, 18 to 22, both inclusive, 35 and 36, 39 to 45, both inclusive, and 49 to 73, both inclusive, in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5, Lots 5 to 41 in Block 6 in Anthony and Harvey's Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian, situated in the County of Cook, in the State of Illinois.

Permanent Index Number: 20-36-122-030


Lots 5 to 16, both inclusive, 18 to 22, both inclusive, 35 and 36, 39 to 45, both inclusive, and 49 to 73, both inclusive, in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5, Lots 5 to 41 in Block 6 in Anthony and Harvey's Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the County of Cook, in the State of Illinois.
Permanent Index Number: 20-36-122-031


Lots 5 to 16, both inclusive, 18 to 22, both inclusive, 35 and 36, 39 to 45, both inclusive, and 49 to 73, both inclusive, in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5, Lots 5 to 41 in Block 6 in Anthony and Harvey's Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the County of Cook, in the State of Illinois.

Permanent Index Number: 20-36-122-052


Lots 5 to 16, both inclusive, 18 to 22, both inclusive, 35 and 36, 39 to 45, both inclusive, and 49 to 73, both inclusive, in Anthony Avenue Addition to Avalon Park, being a resubdivision of Lots 1 to 20 in Block 4, Lots 1 to 26 in Block 5, Lots 5 to 41 in Block 6 in Anthony and Harvey's Subdivision in the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, situated in the County of Cook, in the State of Illinois.

Permanent Index Number: 20-36-122-053


Original Skyway Parcel Number: 23-06

Lots 1 to 4, both inclusive, in Block 6, in Anthony and Harveys Subdivision in northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, according to plat recorded November 24, 1879, in Block 14 of map, Page 84 on Document 246223, in Cook County, Illinois.

Permanent Index Number: 20-36-307-029


Original Skyway Parcel Number: 23-19

Lot 21 (except the northerly 20 feet) and all of Lot 22 (except that part of said lots falling in Anthony Avenue) in Block 2 in Constance, a subdivision of the
east half of the southwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-307-029


Original Skyway Parcel Number: ____

The southerly 5 feet of Lot 15 and all of Lot 16 (except that part of said lots falling in Anthony Avenue) in Block 2 in Constance, a subdivision of the east half of the southwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-307-029


Original Skyway Parcel Number: 23-17

Lots 17 and 18 (except part for street) in Block 2 in Constance, a subdivision of the east half of the southwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-307-029


Original Skyway Parcel Number: 23-15

The southerly 5 feet of Lot 13, all of Lot 14 and Lot 15 (except the southerly 5 feet) and (except that part of said lots falling in Anthony Avenue) in Block 2 in Constance, a subdivision of the east half of the southwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-307-029


Original Skyway Parcel Number: 23-10

Lot 8 (except part taken for street) in Block 2 in Constance, a subdivision of the
east half of southwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-307-029

Original Skyway Parcel Number: 23-20

Lots 23 and 24 (except that part falling in streets) in Block 2 in Constance, a subdivision of the east half of the southwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-307-029

Original Skyway Parcel Number: 23-13

Lot 11 (except the northerly 10 feet) and the northerly 15 feet of Lot 12 (except that part falling in Anthony Avenue as widened) in Block 2 in Constance, a subdivision of the east half of the southwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers: 20-36-307-029

Original Skyway Parcel Number: 23-14

Lot 12 (except the northerly 15 feet) and Lot 13 (except the southerly 5 feet) except part of said lots falling in street of Block 2 in Constance, a subdivision of the east half of the southwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-36-307-029


Original Skyway Parcel Number: 23-09

The south 8 feet of Lot 5 and all of Lots 6 and 7 (except that part falling in Anthony Avenue widened) in Block 2 in Constance, a subdivision of the east half of the southwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-307-029


Original Skyway Parcel Number: 23-08

Lots 1 to 4, inclusive, and (except the south 8 feet) Lot 5 (except part taken for street) in Block 2 in Constance, a subdivision of the east half of the southwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-307-029


Original Skyway Parcel Number: 23-12

Lot 10 (except the northerly 5 feet) and the northerly 10 feet of Lot 11 (except part of said lots falling in street) in Block 2 in Constance, a subdivision of the east half of the southwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-307-029


Original Skyway Parcel Number: 23-11

Lot 9 and the northerly 5 feet of Lot 10 (except part falling in streets) in Block 2 in Constance, a subdivision of the east half of the southwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Lot 1 and the northwesterly 65 feet of Lot 2 (except part of said lots lying between the southwesterly line of Anthony Avenue and a line 100 feet northeasterly and measured at right angles thereto and parallel with the southwesterly line of Anthony Avenue taken for street) in subdivision of Lots 25 and 26 in Block 2 in Constance, a subdivision of the east half of the southwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Lot 2 (except the northwesterly 65 feet) and all of Lot 3 (except part of said lots falling in Anthony Avenue as widened) in subdivision of Lots 25 and 26 in
Block 2 in Constance, a subdivision of the east half of the southwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number: 20-36-307-031
Original Skyway Parcel Number: 23-23

Lots 27 and 28 (except part falling in streets) in Block 2 in Constance, a subdivision of the east half of the southwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number: 20-36-407-001
Original Skyway Parcel Number: 23-24

Lot 29 in Block 4 in Whitford’s Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-407-013
Original Skyway Parcel Number: 23-33

Lots 22, 23 and 24 in Block 6 in Whitford’s Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-407-014
Original Skyway Parcel Number: 23-33

Lots 22, 23 and 24 in Block 6 in Whitford’s Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-36-407-015


Original Skyway Parcel Number: 23-33

Lots 22, 23 and 24 in Block 6 in Whitford’s Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-407-016


Original Skyway Parcel Number: 23-34

Lots 20 and 21 (except that part of said lots falling in Anthony Avenue) in Block 6 in Whitford’s Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-407-017


Original Skyway Parcel Number: 23-34

Lots 20 and 21 (except that part of said lots falling in Anthony Avenue) in Block 6 in Whitford’s Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-407-018


Original Skyway Parcel Number: 23-35

Lots 18 and 19 (except that part falling in Anthony Avenue as widened) in Block 6 in Whitford’s Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-36-407-019


Original Skyway Parcel Number: 23-35

Lots 18 and 19 (except that part falling in Anthony Avenue as widened) in Block 6 in Whitford's Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-407-020


Original Skyway Parcel Number: 23-36

Lot 17 (except that part falling in Anthony Avenue as widened) in Block 6 in Whitford's Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-407-026


Original Skyway Parcel Number: 24-04

Lot 18 in Block 7 in Whitford's Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-407-043


Original Skyway Parcel Number: 23-29

Lots 42, 43 and 44 (except that part of said lots falling in Anthony Avenue) in Block 5 in Whitford's Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-36-407-043


Original Skyway Parcel Number: __

Lots 3, 4, 5, 6 and 7, 40 and 41 (except that part of said lots in street) in Block 5 in Whitford's Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-407-044


Original Skyway Parcel Number: 23-30

Lots 1 and 2 (except that part of Lot 2 falling in Anthony Avenue) in Block 5 in Whitford's Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-407-044


Original Skyway Parcel Number: __

Lots 3, 4, 5, 6 and 7, 40 and 41 (except that part of said lots in street) in Block 5 in Whitford's Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-407-045


Original Skyway Parcel Number: 23-37

Lot 16 (except that part falling in Anthony Avenue) in Block 6 in Whitford's Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-36-407-047


Original Skyway Parcel Number: 24-01

Lots 5 and 6 (except that part of said lots falling in Anthony Avenue) in Block 6 in Whitford's Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-407-047


Original Skyway Parcel Number: 24-03

Lots 9 and 10 (except that part falling in Anthony Avenue as widened) in Block 6 in Whitford's Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-407-047


Original Skyway Parcel Number: 24-02

Lots 7 and 8 (except that part of said lots falling in Anthony Avenue) in Block 6 in Whitford's Subdivision of the northwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-417-004


Original Skyway Parcel Number: 24-09

Lots 20 to 23, both inclusive, in More's Subdivision of the north half of the northeast quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Lots 20 to 23, both inclusive, in More's Subdivision of the north half of the northeast quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Lots 20 to 23, both inclusive, in More's Subdivision of the north half of the northeast quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Lots 20 to 23, both inclusive, in More's Subdivision of the north half of the northeast quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Lots 18 and 19 (except that part of said lots falling in street) in More's Subdivision of the north half of the northeast quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-36-417-009


Original Skyway Parcel Number: 24-10

Lots 18 and 19 (except that part of said lots falling in street) in More's Subdivision of the north half of the northeast quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-417-026


Original Skyway Parcel Number: 24-16

Lot 11 and Lot 12 (except that part of said lots falling in Anthony Avenue) in Block 1 in South Shore Manor, being a subdivision of that part of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of Merrill Avenue and south westerly of the right-of-way of the Pittsburg, Fort Wayne and Chicago Railroad in Cook County, Illinois.

Permanent Index Number: 20-36-417-028


Original Skyway Parcel Number: 24-07

Lots 1 to 6, inclusive (except that part of Lots 2, 3, 4, 5 and 6 lying between a line drawn through the intersection of the west line of Jeffery Avenue, with the southwesterly line of Anthony Avenue and through a point in the east line of Merrill Avenue 10 feet southwesterly of, measured at right angles thereto and parallel with, the southwesterly line of Anthony Avenue, and a line 100 feet northeasterly of, measured at right angles thereto and parallel with said described line conveyed to the City of Chicago) in More's Subdivision of the north half of the northeast quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-36-417-029


Original Skyway Parcel Number: 24-12

Lots 15 and 16 (except that part falling in street) in More's Subdivision of the north half of the northeast quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-417-029


Original Skyway Parcel Number: 24-13

Lot 14 (except that part thereof conveyed to City of Chicago by deed recorded December 3, 1931 as Document 11013615) in More's Subdivision of the north half of the northeast quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-417-029


Original Skyway Parcel Number: 24-11

Lot 17 (except the part of said lot falling in Anthony Avenue) in More's Subdivision of the north half of the northeast quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-36-417-029


Original Skyway Parcel Number: 24-14

Lot 13 (except the part of said lot falling in Anthony Avenue) in More's Subdivision of the north half of the northeast quarter of the southwest quarter of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 20-36-417-030


Original Skyway Parcel Number: 24-15

Lots 1 to 10, inclusive (except that part of said lots falling in Anthony Avenue), in Block 1 in South Shore Manor, being a subdivision of that part of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of Merrill Avenue and southwesterly of right-of-way of Pittsburgh, Fort Wayne and Chicago Railroad.

Permanent Index Number: 20-36-417-030


Original Skyway Parcel Number: 24-16

Lot 11 and Lot 12 (except that part of said lots falling in Anthony Avenue) in Block 1 in South Shore Manor, being a subdivision of that part of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of Merrill Avenue and southwesterly of the right-of-way of the Pittsburg, Fort Wayne and Chicago Railroad in Cook County, Illinois.

Permanent Index Number: 20-36-423-061


Original Skyway Parcel Number: 24-24

Lots 13 and 14 (except part of said lots falling in Anthony Avenue as widened) in Block 5 in South Shore Manor, being a subdivision of that part of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of Merrill Avenue and southwesterly of the right-of-way of Pittsburg, Fort Wayne and Chicago Railroad, in Cook County, Illinois.

Permanent Index Number: 20-36-423-061


Original Skyway Parcel Number: 24-22

Lot 11 (except that part falling in Anthony Avenue as widened) in Block 5 in South Shore Manor, being a subdivision of that part of the southeast quarter
of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of Merrill Avenue and southwesterly of the right-of-way of Pittsburg, Fort Wayne and Chicago Railroad, in Cook County, Illinois.

Permanent Index Number: 20-36-423-061
Original Skyway Parcel Number: 24-28
Lots 21 to 25, inclusive (except that part of said lots falling in Anthony Avenue as widened) in Block 5 in South Shore Manor, being a subdivision of that part of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of Merrill Avenue and southwesterly of the right-of-way of Pittsburg, Fort Wayne and Chicago Railroad, in Cook County, Illinois.

Permanent Index Number: 20-36-423-061
Original Skyway Parcel Number: 24-27
Lots 19 and 20 (except that part falling in Anthony Avenue as widened for street) in Block 5 in South Shore Manor, being a subdivision of that part of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of Merrill Avenue and southwesterly of the right-of-way of Pittsburg, Fort Wayne and Chicago Railroad, in Cook County, Illinois.

Permanent Index Number: 20-36-423-061
Original Skyway Parcel Number: 24-17
Lot 1 (except that part falling in Anthony Avenue) in Block 5 in South Shore Manor, being a subdivision of that part of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of Merrill Avenue and southwesterly of the right-of-way of Pittsburg, Fort Wayne and Chicago Railroad, in Cook County, Illinois.
Permanent Index Number: 20-36-423-061


Original Skyway Parcel Number: 24-25

Lots 15 and 16 (except that part of said lots falling in street) in Block 5 in South Shore Manor, being a subdivision of that part of the southeast quarter of Section 36, Township 33 North, Range 14, East of the Third Principal Meridian, lying east of Merrill Avenue and southwesterly of the right-of-way of Pittsburg, Fort Wayne and Chicago Railroad, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 20-36-423-061


Original Skyway Parcel Number: 24-18

Lot 2 (except that part falling in Anthony Avenue as widened) in Block 5 in South Shore Manor, being a subdivision of that part of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of Merrill Avenue and southwesterly of the right-of-way of the Pittsburg, Fort Wayne and Chicago Railway Company, in Cook County, Illinois.

Permanent Index Number: 20-36-423-061


Original Skyway Parcel Number: 24-26

Lots 17 and 18 (except that part of said lots falling in Anthony Avenue) in Block 5 in South Shore Manor, being a subdivision of that part of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of Merrill Avenue and southwesterly of the right-of-way of Pittsburg, Fort Wayne and Chicago Railway, in Cook County, Illinois.

Permanent Index Number: 20-36-423-061


Original Skyway Parcel Number: 24-23

Lot 12 (except that part falling in streets) in Block 5 in South Shore Manor, being a subdivision of that part of the southeast quarter of Section 36,
Township 38 North, Range 14, East of the Third Principal Meridian, lying east of Merrill Avenue and southwesterly of the right-of-way of Pittsburgh, Fort Wayne and Chicago Railroad, in Cook County, Illinois.

Permanent Index Number: 20-36-423-061
Original Skyway Parcel Number: 24-20
Lots 4 to 7 (except that part of said lots falling in street) in Block 5 in South Shore Manor, being a subdivision of that part of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of Merrill Avenue and southwesterly of the right-of-way of Pittsburgh, Fort Wayne and Chicago Railway, in Cook County, Illinois.

Permanent Index Number: 20-36-423-061
Original Skyway Parcel Number: 24-19
Lot 3 (except that part falling in streets) in Block 5 in South Shore Manor, being a subdivision of that part of the southeast quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian lying east of Merrill Avenue and southwesterly of the right-of-way of the Pittsburgh, Fort Wayne and Chicago Railway, in Cook County, Illinois.

Permanent Index Number: 20-36-423-061
Original Skyway Parcel Number: 24-21
Lots 8, 9 and 10 (except that part thereof lying between the northeasterly line of Anthony Avenue and a line 10 feet northeasterly of measured at right angles thereto and parallel with the northeasterly line of Anthony Avenue taken for street) in Block 5 in South Shore Manor, being a subdivision of that part the southeast quarter of Section 36, Township 33 North, Range 14, East of the Third Principal Meridian, lying east of Merrill Avenue and southwesterly of the right-of-way of Pittsburgh, Fort Wayne and Chicago Railroad, in Cook County, Illinois.
That Part of the Pittsburgh, Fort Wayne and Chicago Railway Company's main line right-of-way lying within the west three-quarters of the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian and described as follows:

beginning at a point on the northeasterly right-of-way line of said railway and being 81.29 feet southeasterly of the intersection of the easterly line of South Stony Island Avenue and the said northeasterly right-of-way line, as measured along the said northeasterly right-of-way line; thence southeasterly as measured along the said northeasterly right-of-way line a distance of 128.13 feet to a point; thence southeasterly a distance of 56.81 feet as measured along the arc of a curve concave to the northeast and having a radius of 1,419.68 feet and whose chord has an angle of 19 degrees, 27 minutes, 50 seconds to the right with an extension of the last described course to a point; thence northeasterly a distance of 20 feet, as measured along a straight line to a point on the northeasterly right-of-way line of said railway, said point being 269.36 feet southeasterly of the easterly line of South Stony Island Avenue, as measured along the said northeasterly right-of-way line; thence southeasterly a distance of 25.3 feet as measured along the said northeasterly right-of-way line to a point; thence southerly a distance of 27.71 feet, as measured along a straight line which has an angle of 107 degrees, 46 minutes, 51 seconds to the right with an extension of the last described course to a point; thence southeasterly a distance of 429.39 feet as measured along the arc of a curve concave to the northeast and having a radius of 1,419.68 feet and whose chord has an angle of 99 degrees, 06 minutes, 58 seconds to the left with an extension of the last described course to a point; thence southerly a distance of 9.15 feet, as measured along a straight line to a point on the southerly right-of-way line of said railway, said point being 609.45 feet southerly of the easterly line of South Stony Island Avenue, as measured along the said southerly right-of-way line; thence northwesterly a distance of 344.1 feet, as measured along the said northwesterly right-of-way line to a point; thence northwesterly a distance of 97.77 feet, as measured along the arc of a curve concave to the northeast and having a radius of 1,469.68 feet and whose chord has an angle of 15 degrees, 26 minutes, 26 seconds to the right with an extension of the last described course to a point; thence southerly a distance of 18.13 feet, as measured along a straight line which has an angle of 87 degrees, 39 minutes, 36 seconds to the left with an extension of the last described chord to a point; thence northwesterly a distance of 24 feet, as measured along a straight line normal to the last described course to a point; thence northeasterly a distance of 18.15 feet, as measured along a
straight line normal to the last described course to a point; thence northwesterly a distance of 179.71 feet, as measured along the arc of a curve concave to the northeast and having a radius of 1,469.68 feet, to the point of beginning, in Cook County, Illinois.

Permanent Index Number: 20-36-501-002


Original Skyway Parcel Number: 21-16

That part of the Pittsburgh, Fort Wayne and Chicago Railway Company's main line right-of-way lying within the west three-quarters of the northwest quarter of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian and described as follows:

beginning at a point being the intersection of the easterly line of South Stony Island Avenue and the southwesterly right-of-way line of said railway company; thence northerly a distance of 47.29 feet, as measured along the easterly line of South Stony Island Avenue to a point; thence southeasterly a distance of 51.83 feet, as measured along the arc of a curve concave to the northeast and having a radius of 1,600.28 feet and whose chord has an angle of 161 degrees, 17 minutes, 46 seconds to the right with an extension of the last described course, to a point; thence northeasterly a distance of 16.36 feet as measured along a straight line which has an angle of 94 degrees, 07 minutes, 34 seconds to the left with an extension of the last described chord, to a point; thence southeasterly a distance of 31.28 feet, as measured along a straight line which has an angle of 59 degrees, 40 minutes, 33 seconds to the right with an extension of the last described course, to a point; thence southwesterly a distance of 29.99 feet, as measured along a straight line to a point on the southwesterly right-of-way line of said railway company, said point being 35.16 feet southeasterly from the easterly line of South Stony Island Avenue, as measured along the said southwesterly right-of-way line; thence northwesterly a distance of 35.16 feet, as measured along the said southwesterly right-of-way line to the point of beginning, all in Cook County, Illinois.

Permanent Index Number: 25-01-206-001


Original Skyway Parcel Number: 24-32

Lots 1 to 16 in Block 3 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of
Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-206-008


Original Skyway Parcel Number: 24-32

Lots 1 to 16 in Block 3 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-206-009


Original Skyway Parcel Number: 24-32

Lots 1 to 16 in Block 3 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-206-010


Original Skyway Parcel Number: 24-32

Lots 1 to 16 in Block 3 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-206-011


Original Skyway Parcel Number: 24-32

Lots 1 to 16 in Block 3 in 87th Street and Anthony Avenue Subdivision in the
northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-206-012
Original Skyway Parcel Number: 24-32

Lots 1 to 16 in Block 3 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-206-013
Original Skyway Parcel Number: 24-32

Lots 1 to 16 in Block 3 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-206-014
Original Skyway Parcel Number: 24-32

Lots 1 to 16 in Block 3 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-206-015
Original Skyway Parcel Number: 24-32

Lots 1 to 16 in Block 3 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of
Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-206-016


Original Skyway Parcel Number: 24-32

Lots 1 to 16 in Block 3 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-206-028


Original Skyway Parcel Number: 24-32

Lots 1 to 16 in Block 3 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, excepting therefrom, that part of lots fronting on South Anthony Avenue and legally described as the southwest portion of Lots 2, 3, 4, 5, 6 and 7 in Block 3 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-002

Source Document: 16596904/Book: 53634/Page: 40/Document Type: WD

Original Skyway Parcel Number: ____

Lots 1 to 4, inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 25-01-207-003

Source Document: 16596904/Book: 53634/Page: 40/Document Type: WD

Original Skyway Parcel Number: ____

Lots 1 to 4, inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-004

Source Document: 16596904/Book: 53634/Page: 40/Document Type: WD

Original Skyway Parcel Number: ____

Lots 1 to 4, inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-005

Source Document: 16596904/Book: 53634/Page: 40/Document Type: WD

Original Skyway Parcel Number: ____

Lots 1 to 4, inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-006


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 25-01-207-007


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-008


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-009


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-010


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 25-01-207-011


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-012


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-013


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-014


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 25-01-207-015


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-016


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-017


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-018


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 25-01-207-019


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-020


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-021


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-022


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 25-01-207-023


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-024


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-025


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Index Number: 25-01-207-026


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 25-01-207-027


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-028


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-207-029


Original Skyway Parcel Number: 24-30

Lots 5 to 28, both inclusive, in Block 2 in 87th Street and Anthony Avenue Subdivision in the northeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

Permanent Index Number: 25-01-215-023


Original Skyway Parcel Number: 24-35

Lot 21 in subdivision of the west 490 feet of the north half of the southeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 25-01-215-024


Original Skyway Parcel Number: 24-36

Lot 22 in the subdivision of the west 490 feet of the north half of the southeast quarter of the northeast quarter of the northwest quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-215-025


Original Skyway Parcel Number: 24-37

Lot 23 in subdivision of west 490 feet of the north half of the southeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-215-026


Original Skyway Parcel Number: 24-38

That part of Lot 24 lying east of a straight line extending from a point on the south line and being 8.71 feet west of the southeast corner of said Lot 24, and a point on the north line and being 37.71 feet west of the northeast corner of said Lot 24, in a subdivision of the west 490 feet of the north half of the southeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-01-215-034


Original Skyway Parcel Number: 24-33

The east 16 feet of the west 506 feet of the north half of the southeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
That part of the north half (except the west 506 feet) of the southeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, lying east of a straight line extending from the southeast corner of the said north half of the southeast quarter of the northeast quarter of the northeast quarter of said Section 1 to a point, said point being 172.57 feet west of the east line and 162.63 feet south of the north line of said southeast quarter of the northeast quarter of the northeast quarter (except that part of said southeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, lying east of a line drawn through a point in the north line of said southeast quarter of the northeast quarter of the northeast quarter of said Section 1, being 172.57 feet south of the north line of said southeast quarter of the northeast quarter of the northeast quarter of said Section 1) all in Cook County, Illinois, comprising 39.935 square feet more or less.

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-06-100-006


Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-007


Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-008


Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-009


Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-06-100-010


Original Skyway Parcel Number: ___

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-011


Original Skyway Parcel Number: ___

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-012


Original Skyway Parcel Number: ___

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-013


Original Skyway Parcel Number: ___

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-06-100-014


Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-015


Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-016


Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-017


Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in
Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-018


Original Skyway Parcel Number: ___

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-019


Original Skyway Parcel Number: ___

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-020


Original Skyway Parcel Number: ___

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-06-100-021

Source Document: 16462955/Book: 53073/Page: 449/Documents Type: TD

Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-022

Source Document: 16462955/Book: 53073/Page: 449/Documents Type: TD

Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-023

Source Document: 16462955/Book: 53073/Page: 449/Documents Type: TD

Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-024

Source Document: 16462955/Book: 53073/Page: 449/Documents Type: TD

Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in
Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-025
Original Skyway Parcel Number: ____
Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-026
Original Skyway Parcel Number: ____
Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-027
Original Skyway Parcel Number: ____
Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-06-100-028


Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker’s Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-029


Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker’s Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-100-030


Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker’s Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-108-026

Source Document: 16660602/Book: 53856/Page: 19/Document Type: QC

Original Skyway Parcel Number: ____

Lot 17 (except the southeasterly 20 feet thereof), Lot 18 and Lot 19 in Block 9
in Meeker’s Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, situated in the County of Cook, in the State of Illinois.

Permanent Index Number: 26-06-108-027


Original Skyway Parcel Number: ____

The southeasterly 20 feet of Lot 17 and Lot 16 (except the southeasterly 10 feet) in Block 9 in Meeker’s Addition to South Chicago, a subdivision of the northwest quarter of the northwest quarter lying north of the Indian Boundary Line, Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-108-028


Original Skyway Parcel Number: 25-09

Lot 15 and the southeasterly 10 feet of Lot 16 in Block 9 in Meeker’s Addition to South Chicago, a subdivision of the northwest quarter of the northwest quarter lying north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-108-029


Original Skyway Parcel Number: 25-09

Lot 13 (except the southeasterly 15 feet) and all of Lot 14 in Block 9 in Meeker’s Addition to South Chicago, a subdivision of the northwest quarter of the northwest quarter lying north of the Indian Boundary Line in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-06-108-030


Original Skyway Parcel Number: 25-10

Lot 11 (except the southeasterly 2 feet) all of Lot 12 and the southeasterly 15 feet of Lot 13 in Block 9 in Meeker's Addition to South Chicago, a subdivision of the northwest quarter of northwest quarter lying north of the Indian Boundary Line, Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-108-031


Original Skyway Parcel Number: 25-11

Lot 10 and the southeasterly 20 feet of Lot 11 in Block 9 in Meeker's Addition to South Chicago, a subdivision of the northwest quarter of the northwest quarter lying north of the Indian Boundary Line in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-108-032


Original Skyway Parcel Number: 25-12

Lot 8 (except the southeasterly 15 feet) and all of Lot 9 in Block 9 in Meeker's Addition to South Chicago, a subdivision of the northwest quarter of the northwest quarter lying north of the Indian Boundary Line in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-108-033

Source Document: 16425304/Book: 52945/Page: 16/Document Type: WD

Original Skyway Parcel Number: 25-13

Lot 7 (except the southeasterly 5 feet) and the southeasterly 15 feet of Lot 8 in Block 9 in Meeker's Addition to South Chicago, a subdivision of the northwest
quarter of the northwest quarter lying north of the Indian Boundary Line in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-108-034

Source Document: 16417917/Book: 52919/Page: 34/Document Type: WD

Original Skyway Parcel Number: 25-14

Lot 5 (except the southeasterly 10 feet) all of Lot 6 and the southeasterly 5 feet of Lot 7 in Block 9 in Meeker's Addition to South Chicago, a subdivision of the northwest quarter of the northwest quarter lying north of the Indian Boundary Line in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-108-035


Original Skyway Parcel Number: 25-15

Lot 4 and the south 10 feet of Lot 5 in Block 9 in Meeker's Addition to South Chicago, a subdivision of the northwest quarter of the northwest quarter lying north of the Indian Boundary Line in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-108-036


Original Skyway Parcel Number: 25-16

Lots 2 and 3 in Block 9 in Meeker's Addition to South Chicago, a subdivision of the northwest quarter of the northwest quarter lying north of the Indian Boundary Line in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-06-109-001


Original Skyway Parcel Number: 25-17

Lot 1 in Block 9 in Meeker's Addition to South Chicago, a subdivision of the northwest quarter of the northwest quarter lying north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 26-06-110-001


Original Skyway Parcel Number: _____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-110-005


Original Skyway Parcel Number: _____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-110-006


Original Skyway Parcel Number: _____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the
northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-110-007


Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-110-008


Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-110-015


Original Skyway Parcel Number: ____

Lots 1 to 8, both inclusive, in Block 7 and Lots 1 to 27, both inclusive, in Block 8 in Meeker's Addition to South Chicago in the northwest quarter of the northwest quarter north of the Indian Boundary Line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-06-117-021


Original Skyway Parcel Number: 25-19

That part of Lots 155, 156 and 157 lying north of a straight line extending from a point on the south line and being 41 feet west of the southeast corner of said Lot 155 to a point on the west line and being 12 feet south of the northwest corner of said Lot 156 in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to a plat recorded June 12, 1915, as Document 5652516, in Cook County, Illinois.

Permanent Index Number: 26-06-117-059


Original Skyway Parcel Number: ____

Lot 84 and the north 6 feet of Lot 85 in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to a plat recorded June 12, 1915 as Document 5652516, except theretofrom, that part of Lots 83, 84 and the north 6 feet of Lot 85, lying west of a straight line drawn from a point on the north line of Lot 83 being 28 feet east of the northwest corner of said Lot 83 to a point in the east line of Lot 85 being 3.5 feet south of the northeast corner of said Lot 85 in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter, Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-117-059


Original Skyway Parcel Number: ____

Lot 83 and the north 2½ feet of Lot 84 in Bessemer Park Addition, being a subdivision of the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, except theretofrom, that part of Lots 83, 84 and the north 6 feet of Lot 85, lying west of a straight line drawn from a point on the north line of Lot 83 being 28 feet east
of the northwest corner of said Lot 83 to a point in the east line of Lot 85 being 3.5 feet south of the northeast corner of said Lot 85 in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter, Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-117-061


Original Skyway Parcel Number: _____

Lot 154 in Bessemer Park Addition, being a subdivision of the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, except therefrom, that part of Lot 154 lying west of a straight line extending from a point on the east line of Lot 154 and being 6 feet north of the southeast corner of said Lot 154 and a point on the north line and being 84 feet east of the northwest corner of said Lot 154 in Bessemer Park Addition, a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number: 26-06-118-026


Original Skyway Parcel Number: _____

That part of Lot 193 lying northeast of a straight line extending from a point on the west line and being 25 feet south of the northwest corner of said Lot 193 and a point on the northeast line and being 100 feet southeast of the northwest corner of said Lot 193 in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to a plat recorded June 12, 1915 as Document Number 5652516, in Cook County, Illinois.

Permanent Index Number: 26-06-119-002


Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a
subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26-06-119-003


Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26-06-119-004


Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26-06-119-005


Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.
Permanent Index Number: 26-06-119-006
Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26-06-119-007
Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26-06-119-008
Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26-06-119-009
Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.
Permanent Index Number: 26-06-119-010
Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26-06-119-011
Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26-06-119-012
Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26-06-119-013
Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.
Permanent Index Number: 26-06-119-014


Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26-06-119-015


Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26-06-119-016


Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26-06-119-017


Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6,
Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26-06-119-018
Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26-06-119-019
Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26-06-119-020
Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26 06 119 021
Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6,
Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516 in Cook County, Illinois.

Permanent Index Number: 26-06-119-022


Original Skyway Parcel Number: 25-03

Lots 158 to 178, both inclusive, in Bessemer Park Addition, being a subdivision in the southwest quarter of the northwest quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, according to plat recorded June 12, 1915 as Document 5652516, in Cook County, Illinois.

Permanent Index Number: 26-06-126-001


Original Skyway Parcel Number: 25-04

Those portions (except the southeasterly 506 feet measured along the northeasterly line of Anthony Avenue and the southwesterly line of railroad right-of-way) of fractional Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, north of the Indian Boundary Line, described as follows:

commencing at the northwest corner of Anthony Avenue and Marquette Avenue; thence northwesterly along the northeasterly line of Anthony Avenue to the east line of Colfax Avenue; thence north along the east line of Colfax Avenue to the right-of-way of Pittsburg, Fort Wayne and Chicago Railroad Company; thence southeasterly along the southwesterly line of said right-of-way to the northwesterly line of Marquette Avenue; thence southwesterly to the place of beginning in South Chicago, a subdivision made by the Calumet and Chicago Canal Dock Company of the east half of the west half and parts of the east fractional Section 6, south of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-06-126-002


Original Skyway Parcel Number: 25-05

The southeasterly 506 feet (measured along the northeasterly line of Anthony Avenue and southwesterly line of railroad right-of-way) of those portions of fractional Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, north of the Indian Boundary Line, bounded and described as follows:

commencing at the northwest corner of Anthony Avenue and Marquette Avenue; thence northwesterly along the northeasterly line of Anthony Avenue to the east line of Colfax Avenue; thence north along the east line of Colfax Avenue to the right-of-way of Pittsburg, Fort Wayne and Chicago Railway Company; thence southeasterly along the southwesterly line of said right-of-way to the northwesterly line of Marquette Avenue; thence southwesterly to the place of beginning in South Chicago, a subdivision made by Calumet and Chicago Canal Dock Company of the east half of the west half and parts of east fractional Section 6, south of the Indian Boundary Line, all north of Michigan Southern Railroad, and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, a plat of which subdivision was filed for record on January 17, 1874, and recorded in Book 7 of Plats, Page 7, et seq., which portion of said plat of South Chicago Subdivision aforesaid was vacated by Calumet and Chicago Canal Dock Company by certificate of vacation dated March 26, 1914 and recorded March 28, 1914 in Book 11950, Page 516, in Cook County, Illinois.

Permanent Index Number: 26-06-408-002

Source Document: 16469593/Book: 53098/Page: 84/Document Type: WD

Original Skyway Parcel Number: ____

Lots 1 to 60, inclusive, in Block 74 in Chicago and Calumet Canal Dock Company's Subdivision in Sections 5 and 6, Township 37 North, Range 15, East of the Third Principal Meridian (except part of Lots 25 to 35 falling in 92nd Street), in Cook County, Illinois.
Permanent Index Number: 26-06-416-018

Source Document: 16879230/Book: 54791/Page: 569/Document Type: SWD

Original Skyway Parcel Number: 26-02

Lots 1 to 32, inclusive, in Block 93 in Calumet and Chicago Canal and Dock Company's Subdivision in Sections 5 and 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-423-001

Source Document: 16879230/Book: 54791/Page: 569/Document Type: SWD

Original Skyway Parcel Number: 26-03

That part of the north 76.9 feet of Lot 1 and that part of Lots 1 to 4, inclusive, in the subdivision of Lot 1 (except the north 76.9 feet) lying southwest of a straight line extending from a point on the east line of Lot 3 and being 3.37 feet north of the southeast corner of said Lot 3, to a point on the west line of Lot 1 and being 44.33 feet south of the northwest corner of the north 76.9 feet of said Lot 1 in Doyle's Addition to South Chicago, being a subdivision of the southeast fractional quarter of the southeast fractional quarter lying south of railroad in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-423-002

Source Document: 16879230/Book: 54791/Page: 569/Document Type: SWD

Original Skyway Parcel Number: 26-03

That part of the north 76.9 feet of Lot 1 and that part of Lots 1 to 4, inclusive, in the subdivision of Lot 1 (except the north 76.9 feet) lying southwest of a straight line extending from a point on the east line of Lot 3 and being 3.37 feet north of the southeast corner of said Lot 3, to a point on the west line of Lot 1 and being 44.33 feet south of the northwest corner of the north 76.9 feet of said Lot 1, in Doyle's Addition to South Chicago, being a subdivision of the southeast fractional quarter of the southeast fractional quarter lying south of railroad in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-06-423-011

Source Document: 16879230/Book: 54791/Page: 569/Document Type: SWD

Original Skyway Parcel Number: 27-04

That part of Lots 12 to 18, inclusive, and that part of the 12 foot alley lying south and adjoining Lot 12 and north of Lots 13 to 16, lying southwest of a straight line extending southeastwardly from a point on the west line of Lot 12, said point being 44.33 feet south of the northwest corner of said Lot 12, to the southeast corner of said Lot 18, also that part of Lot 19 lying southwest of a straight line extending southeastwardly from a point on the west line of Lot 19, said point being 140 feet north of the southwest corner of said Lot 19, to a point on the south line of Lot 19, said point being 108 feet east of the southwest corner of said Lot 19, all in a subdivision of Lot 1 (except the north 76.9 feet) in Doyle's Addition to South Chicago, a subdivision of the southeast fractional quarter of the southeast fractional quarter lying south of railroad in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-423-012


Original Skyway Parcel Number: 27-05

Lots 20 to 25 in Doyle's Addition to South Chicago, a subdivision of the southeast fractional quarter of the southeast fractional quarter, lying south of railroad of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-423-013


Original Skyway Parcel Number: 27-05

Lots 20 to 25 in Doyle's Addition to South Chicago, a subdivision of the southeast fractional quarter of the southeast fractional quarter, lying south of railroad of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-06-423-014

Source Document: 16879230/Book: 54791/Page: 569/Document Type: SWD

Original Skyway Parcel Number: 27-04

That part of Lots 12 to 18, inclusive, and that part of the 12 foot alley lying south and adjoining Lot 12 and north of Lots 13 to 16, lying southwest of a straight line extending southeastwardly from a point on the west line of Lot 12, said point being 44.33 feet south of the northwest corner of said Lot 12, to the southeast corner of said Lot 18, also that part of Lot 19 lying southwest of a straight line extending southeastwardly from a point on the west line of Lot 19, said point being 140 feet north of the southwest corner of said Lot 19, to a point on the south line of Lot 19, said point being 108 feet east of the southwest corner of said Lot 19, all in a subdivision of Lot 1 (except the north 76.9 feet) in Doyle's Addition to South Chicago, a subdivision of the southeast fractional quarter of the southeast fractional quarter lying south of railroad in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-423-016


Original Skyway Parcel Number: 27-02

That part of Lots 7 to 9, inclusive, lying east of a straight line extending from a point on the south line and being 26 feet west of the southeast corner of said Lot 9 and a point on the north line and being 90 feet west of the northeast corner of said Lot 7 in a subdivision of Lot 1 (except the north 76.9 feet) in Doyle's Addition to South Chicago, being a subdivision of the southeast quarter of the southeast quarter lying south of railroad, in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-423-017


Original Skyway Parcel Number: 27-05-1

Vacated alley south and adjoining Lots 20 to 25 and the south line of Lot 20 extended east to the west line of Lot 19 in subdivision of Lot 1 (except the north 76.9 feet) in Doyle's Addition to South Chicago, a subdivision of the
southeast fractional quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-423-019


Original Skyway Parcel Number: ____

Lots 5 and 6 in a subdivision of Lot 1 (except the north 76.9 feet) in Doyles Addition to South Chicago, a subdivision of the southeast fractional quarter of the southeast fractional quarter lying south of railroad in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, except therefrom, that part of Lots 5 and 6 lying west of a straight line extending from a point on the south line being 35 feet east of the southwest corner of said Lot 6 to a point on the west line being 15 feet north of the southwest corner of said Lot 5, in subdivision of (except the north 76.9 feet) Lot 1 in Doyle's Addition to South Chicago, being a subdivision of the southeast quarter, southeast quarter lying south of railroad in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian.

Permanent Index Number: 26-06-423-020


Original Skyway Parcel Number: 27-03

That part of Lots 10 and 11 lying east of a straight line extending from a point on the east line and being 6 feet south of the northeast corner of said Lot 11 and a point on the north line and being 26 feet west of the northeast corner of said Lot 10 in a subdivision of Lot 1 (except the north 76.9 feet) in Doyle's Addition to South Chicago, being a subdivision of the southeast quarter of the southeast quarter lying south of railroad in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-423-021


Original Skyway Parcel Number: 27-03

That part of Lots 10 and 11 lying east of a straight line extending from a point on the east line and being 6 feet south of the northeast corner of said Lot 11
and a point on the north line and being 26 feet west of the northeast corner of said Lot 10 in a subdivision of Lot 1 (except the north 76.9 feet) in Doyle's Addition to South Chicago, being a subdivision of the southeast quarter of the southeast quarter lying south of railroad in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-06-424-006

Source Document: 17009170/Bock: 55310/Page: 228/Document Type: PE

Original Skyway Parcel Number: 27-19

That part of the South Chicago Branch of the Chicago, Rock Island and Pacific Railroad as lies within Doyle's Addition to South Chicago, a subdivision of the southeast quarter of the southeast quarter of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, south of railroad and described as follows:

beginning at a point on the right-of-way line of said railroad, said point being 100 feet west of the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company, as measured along the north line of the Chicago, Rock Island and Pacific Railroad; thence continuing westerly along the north right-of-way line of the Chicago, Rock Island and Pacific Railroad a distance of 164 feet; thence southeasterly along a straight line to a point on the south right-of-way line of the Chicago, Rock Island and Pacific Railroad, said point being 288 feet westerly of the southwesterly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railway Company, as measured along the south right-of-way line of the Chicago, Rock Island and Pacific Railroad; thence easterly a distance of 161 feet, as measured along the south right-of-way line of the Chicago, Rock Island and Pacific Railroad; thence northwesterly along a straight line to the point of beginning, all in Cook County, Illinois.

Permanent Index Number: 26-06-424-006


Original Skyway Parcel Number: 27-07

Lots 6, 7 and 8 in Doyle's Addition to South Chicago, a subdivision of the southeast fractional quarter of the southeast fractional quarter lying south of railroad in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, situated in the County of Cook, in the State of Illinois.
Permanent Index Number: 26-06-424-009


Original Skyway Parcel Number: 27-06

That part of Lots 3, 4 and 5 lying south of a straight line extending from a point on the south line and being 2 feet west of the southeast corner of said Lot 3 and a point on the west line and being 110 feet north of the southwest corner of said Lot 5, all in Doyle's Addition to South Chicago, being a subdivision of the southeast fractional quarter of the southeast fractional quarter lying south of railroad in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian in Cook County, Illinois, together with improvements thereon.

Permanent Index Number: 26-06-424-012


Original Skyway Parcel Number: 27-08

That part of Lots 9 to 13, both inclusive, lying northeasterly of a line drawn from a point on the south line of said lots, 10.0 feet west of the southeast corner of Lot 9 to a point on the north line of said lots, 18.0 feet west of the northeast corner of Lot 13, all in Doyle's Addition to South Chicago, being a subdivision of the southeast fractional quarter of the southeast fractional quarter south of the Pittsburgh, Fort Wayne and Chicago Railroad with the exception of the east corner thereof of fractional Section 6 north of the Indian Boundary Line, in Township 37 North, Range 15, East of the Third Principal Meridian, according to a plat of said addition, recorded as Document Number 112443; also, a parcel of land bounded as follows, to wit:

commencing at the northeast corner of aforesaid Lot 9; thence north to the south line of the right-of-way of the railroad known as the Chicago, Rock Island and Pacific or Belt Line Railroad; thence west along the south line of said right-of-way to a point 4 feet west of the northerly extension of the west line of Lot 13, in Doyle's Addition aforescribed; thence southeasterly to a point on the north line of said Lot 13, 18.0 feet west of the northeast corner thereof; thence east to the place of beginning, all in Cook County, Illinois;
Permanent Index Number: 26-06-425-001

Source Document: 16766626/Book: 52865/Page: 137/Document Type: QC

Original Skyway Parcel Number: 27-09

Beginning at the northeast corner of Block 115 in Calumet & Chicago Canal Dock Company's Subdivision in Sections 6 and 7, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois; thence south along the east line of said Block 15 for a distance of two hundred (200) feet; thence west along a line two hundred (200) feet south of the north line of said Block 115 for a distance of eight (8) feet; thence northwesterly along a straight line to a point on the north line of said Block 115, which is one hundred fifty-four (154) feet west of the northeast corner of said Block 115; thence east along the north line of said Block 115, a distance of one hundred fifty-four (154) feet to the point of beginning.

Permanent Index Number: 26-06-428-002

Source Document: 17388689/Book: 56973/Page: 34/Document Type: PE

Original Skyway Parcel Number: 27-11

A parcel for viaduct construction requiring all space above an inclined plane having an elevation of 46.28 feet Chicago City Datum at north line of required parcel and an elevation of 51.10 feet Chicago City Datum at the south line of required parcel in that part of south 100 feet of the north 1 1/2 acres, Block 114 in South Chicago, a subdivision by the Calumet and Chicago Canal and Dock Company of parts of Section 6, south of the Indian Boundary Line and parts of Section 7, north of the Indian Boundary Line in Township 37 North, Range 15 East of the Third Principal Meridian, as recorded on June 29, 1875, in Plat Book 10, Pages 11 and 12 lying west of the Pittsburgh, Fort Wayne and Chicago Railroad and lying west of the east line of premise conveyed in Document 515464, described as follows:

beginning at the northwest corner of said south 100 feet of said north 1 1/2 acres, said corner being 220.78 feet southerly of northwest Block 114; then easterly along the north line of said south 100 feet of said north 1 1/2 acres a distance of 72.12 feet; thence southeasterly a distance of 120.42 feet along a straight line having an angle of 123 degrees, 36 minutes, 15 seconds with aforesaid north line; thence westerly a distance of 139.21 feet along the south line of south 100 feet of said north 1 1/2 acres to the west line of said block with that northerly a distance of 100 feet along the west line of said block to the point of beginning, in Cook County, Illinois.
A parcel for viaduct and public use and the construction of the viaduct floor system and deck and the use thereof by the public, requiring all space above an inclined plane having an elevation of 43.60 feet Chicago City Datum at the northeasterly limits of said parcel and having an elevation of 47.48 feet Chicago City Datum at the south line of said parcel in that part of the north 1½ acres (except the south 100 feet) of that part of Block 114 lying west of Pittsburgh, Fort Wayne and Chicago Railroad Company in Calumet and Chicago Canal and Dock Company’s Subdivision in Sections 5 and 6, Township 37 North, Range 15, East of the Third Principal Meridian, lying west of the east line of premises conveyed in Document 515464, in Cook County, Illinois, and described as follows:

beginning at a point on the west line of said Block 114, said point being 113.29 feet southerly of the northwest corner of said Block 114; thence southerly along said west line of Block 114, a distance of 107.49 feet to the south line of said north 1½ acres (except the south 100 feet thereof); then easterly along aforesaid south line 72.12 feet; thence northwesterly 129.44 feet along a straight line having an angle of 56 degrees, 23 minutes, 45 seconds with aforesaid south line, to the point of beginning, all in Cook County, Illinois.
beginning at a point on the west line of Block 114, said point being 152.48 feet southerly of the northwest corner of said block; thence southerly along the west line of said block a distance of 28.82 feet; thence northeasterly along a straight line having an angle of 56 degrees, 08 minutes, 30 seconds with aforesaid west line of said block, a distance of 15.94 feet; thence northwesterly along a straight line having an angle normal to aforesaid northeasterly line a distance of 24 feet to the point of beginning, in Cook County, Illinois.

Permanent Index Number: 26-06-428-015


Original Skyway Parcel Number: 27-20

That part of a parcel of land lying east of the centerline of the United States Government Channel of the Calumet River and bounded on the north and east by the Pittsburgh, Fort Wayne and Chicago Railway Company and bounded on the south by the south line of Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois and described as follows:

beginning at a point on the south line of aforesaid Section 6, said point being 483.43 feet west of the southeast corner of Section 6; thence continuing westerly along said south line 236.24 feet to the centerline of the United States Government Channel of the Calumet River; thence northwesterly along the said centerline of Channel which has an angle of 70 degrees, 22 minutes, 00 seconds to the right with the aforesaid south line of Section 6, a distance of 311.61 feet; thence northerly along said centerline of channel, which has an angle of 16 degrees, 27 minutes, 14.5 seconds right, with aforesaid northwesterly centerline of channel for a distance of 23.39 feet; thence southeasterly along a straight line having an angle of 135 degrees, 58 minutes, 23.5 seconds with aforesaid northerly centerline of said channel a distance of 466.43 feet to the principal point of beginning, all in Cook County, Illinois.

Permanent Index Number: 26-06-428-028


Original Skyway Parcel Number: 27-13

That part of Block "A" in John Mohr and Sons Consolidation of parts of Blocks 113, 114 and 138 in South Chicago Subdivision in fractional Section 6 lying south of the Indian Boundary Line in Township 37 North,
Range 15, East of the Third Principal Meridian, according to the plat thereof recorded as Document 10559036 in the Office of Records in Cook County, Illinois, described as follows:

beginning at a point, said point being on the west line of aforesaid Block “A” and 76.05 feet distant from the southwest corner of said Block “A”, as measured northeasterly along the aforesaid west line of Block “A”, continuing; thence northeasterly along the aforesaid west line of Block “A” 196.52 feet to a point; thence southeasterly along the arc of a curve concave to the northeast, having a radius of 5,644.65 feet a distance of 841.79 feet to a point of tangent; thence southeasterly along a straight line 32.88 feet to a point on the south line of said Block “A”, having an angle of 13 degrees, 51 minutes, 22 seconds with aforesaid southeasterly line, said point being distant 181.12 feet from the southeast corner of said Block “A”, as measured northerly along the said south line of said Block “A”; thence northerly along said south line of Block “A” 603.54 feet to a point, said point being 189.01 feet distant from the southwest corner of said Block “A”, as measured southerly along the south line of said Block “A”; thence northerly along the arc of a curve; concave to the northeast having a radius of 5,814.65 feet a distance of 213.64 feet to the principal point of beginning (except that part of aforesaid parcel) described as follows:

commencing at a point, said point being the intersection of the northerly right-of-way line of aforesaid Parcel S27-13 and the south line of aforesaid Block “A”; thence northerly along said northeasterly right-of-way line for 32.88 feet to a point; thence northerly along the arc of a curve to the right, having a radius of 5,644.65 feet, for 277.12 feet to the principal point of beginning; thence southerly along a straight line for 25.0 feet, as measured normal to a point tangent to aforesaid arc; thence northerly for 135.0 feet, as measured normal to aforesaid straight line; thence northeasterly along a straight line to a point on the arc of the northeasterly right-of-way line of said Parcel S27-13, said point being 135.0 feet distant northerly, as measured along the aforesaid arc of the right-of-way line, from the point of beginning; thence southeasterly along aforesaid arc to the principal point of beginning, all in Cook County, Illinois.

Permanent Index Number: 26-06-428-033

Source Document: 16866124/Book: 54748/Page: 85/Document Type: TD

Original Skyway Parcel Number: 27-12

That part of the south 254.24 feet of Block 114, lying west of the railroad in Calumet and Chicago Canal and Dock Company’s Subdivision in Sections 5
and 6, Township 37 North, Range 15, East of the Third Principal Meridian and described as follows:

beginning at the northwest corner of said south 254.24 feet of Block 114; thence easterly along the north line of said south 254.24 of Block 114, a distance of 139.21 feet; thence southeasterly along a straight line having an angle of 123 degrees, 36 minutes, 15 seconds, with the aforesaid north line, a distance of 22.65 feet to a point; thence southeasterly along the arc of a curve concave to the northeast having a radius of 5,664.65 feet, a distance of 256.53 feet to the west line of the Pittsburgh, Fort Wayne and Chicago Railway Company; thence southerly along the west line of said railway on the arc of a curve concave to the west having a radius of 930.4 feet, a distance of 24.59 feet to a point on the south line of said Block 114, said point being 298.26 feet easterly of the southwest corner of said Block 114; thence westerly along the south line of said Block 114, a distance of 141.42 feet to a point; thence northwesterly along the arc of a curve concave to the northeast having a radius of 5,794.65 feet a distance of 197.87 feet to a point; thence northwesterly along a straight line having an angle of 33 degrees, 51 minutes, 30 seconds with the west line of said Block 114, a distance of 78.63 feet to a point on the aforesaid west line of Block 114; thence northerly along the west line of Block 114, a distance of 25.85 feet to the point of beginning, all in Cook County, Illinois.

Permanent Index Number: 26-06-428-034


Original Skyway Parcel Number: 27-15

A parcel for viaduct and public use and the construction of the viaduct floor system and deck and the use thereof by the public requiring all space above an inclined plane having an elevation of +60.36 feet, Chicago City Datum, at the northwesterly limits of said parcel and an elevation of +65.39 feet, Chicago City Datum, at the southeasterly limits of said parcel in that part of Block 138 in the subdivision of South Chicago made by the Calumet and Chicago Canal and Dock Company, of parts of fractional Sections 6 and 7 in Township 37 North, Range 15, East of the Third Principal Meridian, as per plat recorded June 29, 1875 in Book 10 of Plats, Pages 11 and 12 in Cook County, Illinois, described as follows:

beginning at a point on the north line of said Block 138, said point being 190.53 feet easterly from the northwest corner of said Block 138; thence continuing easterly along the aforesaid north line a distance of 143.67 feet to a point; thence southwesterly along the arc of curve concave to the west
having a radius of 780.0 feet and whose chord has an interior angle of 76 degrees, 28 minutes, 39 seconds with the north line of Block 138 an arc distance of 119.13 feet; thence 28.16 feet southwesterly along a straight line having an angle of 04 degrees, 22 minutes, 43 seconds to the right with the prolongation of the aforesaid chord to a point; thence northwesterly along the arc of a curve concave to the northeast having a radius of 5,814.65 feet and whose chord has an interior angle of 54 degrees, 49 minutes, 17 seconds with the aforesaid straight line a distance of 178.41 feet to the principal point of beginning, all in Cook County, Illinois.

Permanent Index Number: 26-06-428-041

Source Document: 16766626/Book: 52865/Page: 137/Document Type: QC

Original Skyway Parcel Number: 27-14

That part of fractional Section 6, south of the Indian Boundary Line in Township 37 North, Range 15, East of the Third Principal Meridian in Cook County, Illinois, described as follows:

beginning at a point, said point being 189.01 feet distant from the southwest corner of Block A, as measured southeasterly along the south line of said Block A of John Mohr and Sons Consolidation of parts of Blocks 113, 114 and 138 in South Chicago Subdivision in fractional Section 6 lying south of the Indian Boundary Line in Township 37 North, Range 15, East of the Third Principal Meridian, according to plat thereof recorded as Document 10559036 in the Office of Records in Cook County, Illinois; continuing thence southeasterly along the aforesaid south line of Block A, a distance of 603.54 feet; thence southeasterly along a straight line, having an angle of 13 degrees 51 minutes, 22 seconds with aforesaid south line of Block A, 228.15 feet to a point, said point being distant 67.57 feet from the southeast corner of Block A as measured southeasterly along the dock line as per ordinance recorded as Document 6758319 in the Office of Records in Cook County, Illinois; continuing thence southeasterly along said dock line 264.84 feet; thence northwesterly along a straight line having an angle of 39 degrees, 55 minutes, 58 second with aforesaid dock line a distance of 464.11 feet to a point of tangent; thence 553.80 feet along the arc of a curve having a radius of 5,814.65 feet concave to the northeast to the principal point of beginning, all in Cook County, Illinois.
Permanent Index Number: 26-06-500-005


Original Skyway Parcel Number: 0001PE

All that piece or parcel of land situated, lying and being part of the 100 foot right-of-way of the former Pittsburgh, Fort Wayne and Chicago Railway in Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, and being more particularly described as follows, to wit:

beginning at the intersection of the northerly line of the Chicago Skyway and the north line of 92nd Street; thence north 46 degrees, 37 minutes, 01 seconds west along said northerly line of the Chicago Skyway, 1,316.73 feet; thence north 43 degrees, 20 minutes, 30 seconds east, 1.00 feet; thence south 46 degrees, 36 minutes, 54 seconds east, 48.16 feet; thence south 47 degrees, 48 minutes, 15 seconds east, 770.10 feet; thence south 47 degrees, 48 minutes, 17 seconds east, 100.02 feet; thence north 43 degrees, 20 minutes, 30 seconds east, 2.00 feet; thence south 46 degrees, 39 minutes, 30 seconds east, 196.28 feet; thence south 49 degrees, 31 minutes, 50 seconds east, 77.64 feet; thence south 46 degrees, 36 minutes, 59 seconds east, 150.08 feet to the said north line of 92nd Street; thence south 88 degrees, 32 minutes, 59 seconds west along said north line, 35.62 feet to the point of beginning, said parcel containing 0.417 of an acre, more or less, and being located substantially as shown on plat marked (Sub)Exhibit A (4 pages), dated April 22, 2003, attached hereto and made a part hereof.

[Exhibit “A” referred to in this legal description for Permanent Index Number 26-06-500-005/Original Skyway Parcel Number 0001PE unavailable at time of printing.]

Permanent Index Number: 26-06-502-003


Original Skyway Parcel Number: 27-16

A parcel for viaduct and public use and the construction of the viaduct floor system and deck and the use thereof by the public, requiring all space above an inclined plane having an elevation of 62.69 feet, Chicago City Datum at the northeasterly limits of said parcel and an elevation of 65.57 feet, Chicago City Datum at the southeasterly limits of said parcel in that part of Block 138 and
the south 27.5 feet of East 96th Street adjoining Block 138 in South Chicago Subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 6 south of the Indian Boundary Line and Section 7 north of the Indian Boundary Line, in Township 37 North, Range 15, East of the Third Principal Meridian, as per plat recorded June 29, 1875 in Book 10 of Plats, Pages 1 and 12 and described as follows:

commencing at the intersection of the centerline of East 96th Street and the east line of South Baltimore Avenue; thence easterly along the centerline of East 96th Street a distance of 337.93 feet; thence southerly and at a right angle to the centerline of East 96th Street, a distance of 12.5 feet to the principal point of beginning; thence easterly along a line parallel to the centerline of East 96th Street and 12.5 feet south of it, as measured normal to the centerline of East 96th Street, a distance of 44.28 feet; thence southeasterly 25.01 feet along the arc of a curve concave to the northeast having a radius of 5,644.65 feet and whose chord has a deflection angle of 62 degrees, 55 minutes, 58 seconds, measured to the right within the aforesaid line; thence southwesterly 127.75 feet along the arc of a curve concave to the west having a radius of 770.0 feet and whose chord has a deflection angle of 40 degrees, 59 minutes, 48 seconds, measured to the right with the aforesaid described chord; thence southwesterly along a straight line which has a deflection angle of 04 degrees, 45 minutes, 18 seconds, measured to the right with the aforesaid chord, a distance of 79.15 feet to a point; thence northwesterly along the arc of a curve concave the northeast having a radius of 5,814.65 feet and whose chord has an angle of 57 degrees, 08 seconds with the aforesaid straight line a distance of 64.84 feet to a point; thence northeasterly along a straight line with a deflection angle of 56 degrees, 05 minutes, 05 seconds, measured to the right with the aforesaid chord extended a distance of 28.16 feet to a point; thence northeasterly a distance of 146.91 feet along the arc of a concave to the west having a radius of 780.0 feet to the principal point of beginning, all in Cook County, Illinois.

Permanent Index Number: 26-06-502-005

Source Document: 16766626/Book: 52865/Page: 137/Document Type: QC

Original Skyway Parcel Number: 27-14

That part of Block 138 in South Chicago Subdivision made by the Chicago Canal and Dock Company of parts of Sections 6 and 7 in Township 37 North, Range 15, East of the Third Principal Meridian as per plat recorded in Book 10, Pages 11 and 12 in Office of Records in Cook County, Illinois, described as follows:
beginning at a point, said point being on the west line of Block A and 76.05 feet distant from the southwest corner of Block A, as measured northeasterly along aforesaid west line of Block A of John Mohr and Sons Consolidation of part of Blocks 113, 114 and 138 in South Chicago Subdivision in fractional Section 6, lying south of the Indian Boundary Line in Township 37 North, Range 15, East of the Third Principal Meridian, as per plat thereof recorded as Document 10559036 in Office of Records in Cook County, Illinois; thence northwesterly 48.06 feet along the arc of a curve concave to the northeast having a radius of 5,814.69 feet; thence northeasterly along a straight line 79.15 feet to a point; thence along the arc of a curve concave to the west having a radius of 770.0 feet, a distance of 123.99 feet to a point on the south line of East 96th Street, said point being 65.29 feet distant westerly from a point of intersection of the west line of aforesaid Block A and the south line of East 96th Street having an angle of 68 degrees, 53 minutes 30 seconds at said intersection; thence easterly along the south line of East 96th Street, 10.19 feet to a point, said point being 55.10 feet distant westerly from aforesaid intersection of the south line of East 96th Street and the west line of said Block A; thence along the arc of a curve having a radius of 5,644.65 feet concave to the northeast, 59.49 feet to a point, said point being on the west line of said Block A and 50.30 feet distant from the aforesaid intersection of said west line of Block A and the south line of East 96th Street; thence southwesterly along the said west line of Block A 196.52 feet to the principal point of beginning, all in Cook County, Illinois.

Permanent Index Number: 26-07-200-018


Original Skyway Parcel Number: 28-02

That part of Louis A. Seeberger's Block "G", being a consolidation of sundry blocks, tract and vacated street in Sections 6 and 7, south of the Indian Boundary Line, and Section 8, all in Township 37 North, Range 15, East of the Third Principal Meridian, as per plat thereof recorded in the Office of the Recorder of Cook County, Illinois described as follows:

commencing at a point on the east line of said Section 7, said point being 343.21 feet distant southeasterly along said east line from the northeasterly corner of said Section 7; thence northwesterly along a straight line, having an angle of 86 degrees, 13 minutes, 52 seconds with the aforesaid east line of Section 7, a distance of 118.86 feet to the principal point of beginning; thence continuing northwesterly along said straight line a distance of 273.85 feet to a point; thence southeasterly along a straight line having an angle of 38 degrees, 31 minutes, 00 seconds with the aforesaid northwesterly line a
distance of 240.56 feet to a point tangent to a curve having a radius of 2,949.93 feet concave to the northeast; thence along the arc of said curve a distance of 563.10 feet to a point, said point being 431.83 feet northerly from the north line of East 100th Street and 45 feet westerly from, as measured normal to, the west line of South Avenue "N"; thence northerly along a straight line 45 feet westerly of and parallel with said west line of South Avenue "N" a distance of 201.34 feet to a point; thence northwesterly along the arc of a curve, concave to the northeast, having a radius of 2,779.93 feet a distance of 426.24 feet to a point of tangent; thence northwesterly along a straight line having an angle of 38 degrees, 31 minutes, 00 seconds with the aforesaid first straight line, a distance of 26.96 feet to the principal point of beginning, all in Cook County, Illinois.

Permanent Index Number: 26-07-200-020


Original Skyway Parcel Number: 28-01

That part of Louis A. Seeberger's Block G, being a consolidation of sundry blocks, tract and vacated street in Sections 6 and 7, south of the Indian Boundary Line and Section 8, all in Township 37 North, Range 15, East of the Third Principal Meridian, as per plat thereof recorded in the Office of the Recorder of Cook County, Illinois, described as follows:

beginning at a point in the north line of said Section 7, being 476.81 feet westerly along aforesaid north line from the northeast corner of said Section 7; thence southeasterly along a straight line, having an angle of 42 degrees, 47 minutes, 33 seconds with the aforesaid north line of said Section 7, a distance of 98.33 feet; thence southwesterly on a straight line, as measured normal to the aforesaid southeasterly line a distance of 4.5 feet; thence southeasterly along a straight line, as measured normal to the aforesaid southwesterly line a distance of 388.89 feet; thence northwesterly along a straight line having an angle of 38 degrees, 31 minutes, 00 seconds, with aforesaid southeasterly line a distance of 273.85 feet; thence northwesterly along a straight line having an angle of 141 degrees, 29 minutes, 00 seconds, with the aforesaid northwesterly line a distance of 175.29 feet; thence southwesterly along a straight line, as measured normal to the aforesaid northwesterly line a distance of 26.25 feet; thence northwesterly along a straight line, as measured normal to the aforesaid northwesterly line a distance of 146.00 feet; thence northeasterly along a straight line, as measured normal to the aforesaid northeasterly line to its intersection with
the centerline of the United States Government Channel of the Calumet River; thence northwesterly along said centerline of channel to its intersection with the north line of said Section 7; thence easterly along said north line of said Section 7, 242.36 feet to the principal place of beginning, all in Cook County, Illinois.

Permanent Index Number: 26-08-107-043


Original Skyway Parcel Number: 28-04

That part of Lots 46 and 47 lying west of a straight line extending from a point on south line and being 52 feet east of southwest corner of said Lot 46 and a point on west line and being 6 feet north of southwest corner of said Lot 47, all in Block 12, Taylor's First Addition to South Chicago, being a subdivision of part north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-107-045


Original Skyway Parcel Number: 28-05

Lot Forty-four (44) and Lot Forty-five (45) in Block Twelve (12) in Taylor's First Addition to South Chicago, being a subdivision of part of the north fractional half (⅛) of fractional Section 8, Township 37 North Range 15, East of the Third Principal Meridian, in Cook County Illinois.

Permanent Index Number: 26-08-107-045


Original Skyway Parcel Number: 28-06

Lots 42 and 43 in Block 12 in Taylor's First Addition to South Chicago, a subdivision of part fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Lot 16 in Block 12 in Taylor’s First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 11 in Block 12 in Taylor’s First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 14 in Block 12 in Taylor’s First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 12 in Block 12 in Taylor’s First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-08-107-048


Original Skyway Parcel Number: 28-34

Lot 15 in Block 12 in Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-107-048


Original Skyway Parcel Number: 28-09

Lot 13 in Block 12 in Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-107-048


Original Skyway Parcel Number: 28-14

The south 16½ feet of Lot 7 and the north 16½ feet of Lot 8 in Block 12 in Taylor's First Addition to South Chicago, a subdivision of part of fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, except therefrom, that part of south 16½ feet, Lot 7 and that part of Lots 8, 9 and 10, lying east of a straight line extending from the northwest corner of said Lot 8 to a point on the east line of Lot 10 and being 21 feet south of the northeast corner of said Lot 10 in Block 12 in Taylor's First Addition to South Chicago, being a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-107-048


Original Skyway Parcel Number: 28-13

Lot 9 and the south 8½ feet of Lot 8 in Block 12 in Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8,
Township 37 North, Range 15, East of the Third Principal Meridian, except therefrom, that part of south 16½ feet, Lot 7 and that part of Lots 8, 9 and 10, lying east of a straight line extending from the northwest corner of said Lot 8 to a point on the east line of Lot 10 and being 21 feet south of the northeast corner of said Lot 10 in Block 12 in Taylor's First Addition to south Chicago, being a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-107-048


Original Skyway Parcel Number: 28-12

Lot 10 in Block 12 in Taylor's First Addition to South Chicago, a subdivision of part fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, except therefrom, that part of south 16½ feet, Lot 7 and that part of Lots 8, 9 and 10, lying east of a straight line extending from the northwest corner of said Lot 8 to a point on the east line of Lot 10 and being 21 feet south of the northeast corner of said Lot 10 in Block 12 in Taylor's First Addition to South Chicago, being a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-107-049


Original Skyway Parcel Number: 28-07, 28-40

That part of Lots 39, 40 and 41 lying east of a straight line extending from a point on the south line, being 27 feet west of the southeast corner of said Lot 39 and a point on the west line, being 6 feet north of the southwest corner of said Lot 41 in Block 12 in Taylor's First Addition to South Chicago, being a subdivision of part of the north fractional half of fractional Section 8, Township 37 North, Range 15, East of the Third Principal Meridian; also that part of Lot 38 lying east of a straight line extending from a point on the east line and being 16 feet south of the northeast corner of said Lot 38 and a point on the north line and being 27 feet west of the northeast corner of said Lot 38 in Block 12 in Taylor's First Addition to South Chicago, being a subdivision of part of the north fractional half of fractional Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-08-108-007


Original Skyway Parcel Number: 28-16

Lot 23 in Block 13 in Taylor's First Addition to South Chicago, a subdivision of part fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-108-008


Original Skyway Parcel Number: 28-17

That part of Lot 22, lying west of a straight line extending from a point on the east line and being 17 feet north of the southeast corner of said Lot 22 and a point on the north line and being 113 feet east of the northwest corner of said Lot 22 in Block 13 in Taylor's First Addition to South Chicago, being a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-108-014


Original Skyway Parcel Number: 28-41

That part of Lot 16 lying east of a straight line extending from a point on the east line and being 12 feet south of the northeast corner of said Lot 16, and a point on the north line and being 19 feet west of the northeast corner of said Lot 16, in Block 13 in Taylor's First Addition to South Chicago, a subdivision of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-108-032


Original Skyway Parcel Number: 28-15

That part of Lots 24 and 25 lying west of a straight line extending from a point on the south line being 70 feet east of the southwest corner of said Lot 24, and
a point on the west line and being 16 feet north of the southwest corner of said Lot 25 in Block 13 in Taylor's First Addition to South Chicago, being a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-108-033
Original Skyway Parcel Number: 28-29

That part of Lot 2 lying west of a straight line extending from a point on the south line and being 51 feet east of the southwest corner of said Lot 2, and a point on the north line and being 8 feet east of the northwest corner of said Lot 2 in Block 13 in Taylor's First Addition to South Chicago, being a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-108-033
Original Skyway Parcel Number: 28-38

That part of Lot 1 lying west of a straight line extending from a point on the south line and being 8 feet east of the southwest corner of said Lot 1, and a point on the west line and being 9 feet north of the southwest corner of said Lot 1 in Block 13 in Taylor's First Addition to South Chicago, being a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-108-034
Original Skyway Parcel Number: 28-18

Lot 21 in Block 13 in Taylor's First Addition to South Chicago, a subdivision of part of fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Lot 20 in Block 13 in Taylor's First Addition to South Chicago, a subdivision of part of fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 19 in Block 13 in Taylor's First Addition to South Chicago, a subdivision of part of fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 18 in Block 13 in Taylor's First Addition to South Chicago, being a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-08-108-035


Original Skyway Parcel Number: 28-27

Lots 4 and 5 in Block 13 in Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-108-035


Original SkywayParcel Number: 28-26

Lot 6 in Block 13 in Taylor's First Addition to South Chicago, being a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-108-035


Original Skyway Parcel Number: 28-23

Lot 9 in Block 13 in Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-108-035


Original Skyway Parcel Number: 28-28

Lot Three (3) in Block Thirteen (13) in Taylor's First Addition to South Chicago, being a subdivision of part of the north fractional half (%) of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-08-108-035

Source Document: 16419680/Book: 52925/Page: 84/Document Type: WD

Original Skyway Parcel Number: 28-24

Lot 8 in Block 13 in Taylor’s First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-108-037


Original Skyway Parcel Number: 28-37

That part of Lot 17 lying east of a straight line extending from a point on the south line and being 19 feet west of the southeast corner of said Lot 17 and a point on the north line and being 58 feet west of the northeast corner of said Lot 17 in Block 13 in Taylor’s First Addition to South Chicago, being a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-108-038


Original Skyway Parcel Number: 28-22

That part of Lot 10 lying east of a straight line extending from a point on the south line of Lot 10 and being 16 feet west of the southeast corner of Lot 10, to a point on the north line and being 50 feet west of the northeast corner of said Lot 10 in Block 13 in Taylor’s First Addition to South Chicago, being a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-109-012


Original Skyway Parcel Number: 28-30

All that certain triangular shaped piece or parcel of land situated in the City of Chicago, in the County of Cook and State of Illinois and being composed of
all of Lot Two (2), parts of Lots One (1), Three (3), Four (4), Five (5), Six (6) and Seven (7), part of the vacated alley east of and parallel with Avenue "L", all in Block Fourteen (14) in Taylor's First Addition to South Chicago, being a subdivision of part of the north fractional half of fractional Section Eight (8), Township Thirty-seven (37) North, Range Fifteen (15), East of the Third Principal Meridian, bounded and described as follows:

beginning at a point where the northerly line of 100th Street, sixty-six (66) feet wide at the southwest corner of Lot Two (2), as shown in said subdivision; extending from said beginning point the following three courses and distances: one due north, along said easterly line of Avenue "L", being along the west line of Lots Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7), one hundred sixty-six and forty-one hundredths (166.41) feet to a point; two (2) departing from said easterly line of Avenue "L", south forty-four (44) degrees, twenty-one (21) minutes, thirty (30) seconds east by land of the Pittsburg, Fort Wayne and Chicago Railway Company, crossing Lots Seven (7), Six (6), Five (5), Four (4) and Three (3), crossing said vacated alley and extending beyond the same, and crossing Lot One (1), two hundred thirty-two and seventy-five hundredths (232.75) feet to a point in said northerly line of 100th Street, in the southerly line of Lot One (1); and thence three (3), due east along said northerly line of 100th Street, being along the southerly line of Lot One (1), along the southerly extremity of said vacated alley and along the south line of Lot Two (2), one hundred sixty-two and seventy-three hundredths (162.73) feet to the place of beginning, containing thirteen thousand five hundred thirty-nine (13,539) square feet, more or less.

Permanent Index Number: 26-08-116-060


Original Skyway Parcel Number: 28-43

Lot Forty-nine (49) in Block Twenty-nine (29) in Taylor's First Addition to South Chicago, being a subdivision of part of the north fractional half (½) of fractional Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-116-060


Original Skyway Parcel Number: 28-31

Situated in the City of Chicago, County of Cook and the State of Illinois, and being Lots One (1), Two (2), Three (3) and Four (4) in Block Twenty-nine (29)
in Taylor's First Addition to South Chicago, being a subdivision of part of the
north fractional half of fractional Section Eight (8), Township Thirty-seven (37)
North, Range Fifteen (15) East of the Third Principal Meridian, in Cook County,
Illinois.

Permanent Index Number: 26-08-116-060
Original Skyway Parcel Number: 28-43

Lot Forty-eight (48) and the north half (N.½) of Lot Forty-seven (47) in
Block 29 in Taylor's First Addition to South Chicago, being a subdivision of
part of the north fractional half (⅛) of fractional Section 8, Township 37 North,
Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-116-060
Original Skyway Parcel Number: 28-31

Lots Six (6), Seven (7) and Eight (8), in Block Twenty-nine (29), in Taylor's First
Addition to South Chicago, a subdivision of part of the north fractional half of
fractional Section Eight (8), Township Thirty-seven (37) North, Range Fifteen
(15), East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-116-060
Original Skyway Parcel Number: 28-43

Lot Fifty (50)(except the north fourteen (14) feet of said Lot Fifty (50)
in Block Twenty-nine (29) in Taylor's First Addition to South Chicago, being
a subdivision of part of the north fractional half of fractional Section Eight (8),
Township Thirty-seven (37) North, Range Fifteen (15), East of the Third
Principal Meridian, in Cook County, Illinois:
Lot 9 and that part of Lot 10 lying northeasterly of and adjoining a line described as follows, to wit: beginning at the southeast corner of Lot 15 in Block 29 hereinafter mentioned, which point is 249.94 feet north of the north line of East 101st Street measured on the west line of Ewing Avenue; thence northwesterly at an angle of 38 degrees, 58 minutes, 36 seconds with the west line of Ewing Avenue to its intersection with the north line of the south half of Lot 47 of said Block 29, said point of intersection being 26.11 feet east of the east line of Avenue L measured on said north line of the south half of said Lot 47; in block 29 in Taylor's First Addition to South Chicago, being a subdivision of the north fractional half of fractional Section 8, Township 37 North, Range 15 East of the Third Principal Meridian (except a certain tract of 26.67 acres in the southwest quarter of said north fractional half heretofore conveyed to Egbert Gulick as president of the Nes Silicon Steel Company of New York) together with all buildings and improvements thereon situated in the City of Chicago, County of Cook, in the State of Illinois.

Lot 5 in Block 29 in Taylor's Addition to South Chicago, a subdivision of part of north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

That part of Lot One (1) in Block Twenty-eight (28) in the resubdivision of that part of Taylor's First Addition to South Chicago, lying east of the west twenty (20) chains thereof in the north fractional half (¼) of fractional Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, lying southeasterly of the face of the southwesterly abutment line at the surface of
the ground produced southwesterly of the subway in 100th Street diverted, in Cook County, Illinois.

Permanent Index Number: 26-08-124-022


Original Skyway Parcel Number: ____

That part of Lot Twenty-two in Block Twenty-eight in the resubdivision of all that part of Taylor's First Addition to South Chicago, lying east of the west twenty chains thereof in the north fractional half of fractional Section Eight, Township Thirty-seven North, Range Fifteen, East of the Third Principal Meridian and of the vacated East 101st Street lying northwesterly of a line running from a point in the northeasterly line of Indianapolis Avenue 26.875 feet southeasterly of the intersection of said northeasterly line of Indianapolis Avenue with the centerline of 101st Street to a point in the east line of Lot Twenty-two in Block Twenty-eight aforesaid, 32325 feet southeasterly of the northwest corner of said Lot Twenty-two and northeasterly of the northeasterly line of Indianapolis Avenue, in Cook County, Illinois.

Permanent Index Number: 26-08-124-022


Original Skyway Parcel Number: 29-14

Lots Twenty and Twenty-one in Block Twenty-eight in the resubdivision of all that part of Taylor's First Addition to South Chicago, lying east of the west twenty chains thereof in the north fractional half of fractional Section Eight Township Thirty-seven North, Range Fifteen, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-023

Source Document: 1668225-T/Book: ____/Page ____/Document Type: D

Original Skyway Parcel Number: ____

That part of Lot One in Block Thirty-four and of Lot Twenty-two in Block Twenty-eight in the resubdivision of all that part of Taylor's First Addition to South Chicago, lying east of the west twenty chains thereof in the
north fractional half of fractional Section Eight, Township Thirty-seven North, Range Fifteen, East of the Third Principal Meridian and those parts of vacated 101st Street and vacated Avenue “J”, all taken as one tract and described as follows:

beginning at a point in the northeasterly line of Indianapolis Avenue 26.875 feet southeasterly of the intersection of the centerline of 101st Street with the northeasterly line of Indianapolis Avenue; thence southeasterly along northeasterly of Indianapolis Avenue 51.475 feet; thence northeasterly 175.0 feet to a point in the northeasterly line of Lot Twenty-two in Block Twenty-eight aforesaid 17.45 feet northwesterly of the southeast corner of said Lot Twenty-two; thence northwesterly along the northeasterly line of said Lot Twenty-two for a distance of 51.475 feet; thence southwesterly 175.00 feet to the place of beginning, in Cook County, Illinois.

Permanent Index Number: 26-08-124-024


Original Skyway Parcel Number: 29-14

Lots 20, 21 and 22 in Block 28 in the resubdivision of that part lying east of the west 20 chains in Taylor’s First Addition to South Chicago in the northwest quarter of Fractional Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, also, Lots 1, 2 and 3 in Block 34 in the resubdivision of that part lying east of the west 20 chains in Taylor’s First Addition to South Chicago aforesaid, and all that part of East 101st Street south of and adjoining the south line of Block 28 aforesaid, and north of and adjoining the north line of Block 34 aforesaid, and the north line of Block 34 aforesaid, produced west to its intersection with the southwesterly line of Block 28 aforesaid, produced southeasterly to its intersection with the southwesterly line of said Block 34 lying between the northeasterly and the southwesterly line of said Block 28 produced southeasterly 85 feet, more or less, and also all that part of Avenue J west of and adjoining the west line of said Block 34 lying east of the southwesterly line of said Block 34 produced northwesterly 50 feet more or less all in the resubdivision of that part lying east of the west 20 chains in Taylor’s First Addition to South Chicago in the northwest quarter of fractional Section 8 aforesaid, said parts of said streets being further described as all that part of East 101st Street extending east from the northeasterly line of Indianapolis Avenue a distance of 220 feet, more or less, measured on the north line thereof. Also all that part of Avenue J lying between the northeasterly line of Indianapolis Avenue produced southeasterly to its intersection with the east line of Avenue J aforesaid to the north line of East 101st Street aforesaid produced west to its intersection with the said northeasterly line of said Indianapolis Avenue as vacated, all in Cook County, Illinois.
Permanent Index Number: 26-08-124-045


Original Skyway Parcel Number: 29-21

Lot 17 and the southeasterly half of Lot 16 in Block 34 in the resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-045


Original Skyway Parcel Number: 29-18

Lot 12 and the northwesterly one-half of Lot 13 in Block 34 in the resubdivision of part of Taylor's First Addition to South Chicago. A subdivision of part of the north fractional one-half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-045


Original Skyway Parcel Number: 29-16

The southeasterly 17 feet of Lot 6 and all of Lots 7 to 10, both inclusive, in Block 34 in resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-045


Original Skyway Parcel Number: 29-22

Lot 18 and the northwesterly half of Lot 19 in Block 34 in the resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-08-124-045


Original Skyway Parcel Numbers: 29-14, 29-15

Lots 4, 5 and 6 (except the southeasterly 17 feet) in Block 34 in the resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-045


Original Skyway Parcel Number: 29-29

Lot 29 and the southeasterly half of Lot 28 in Block 34 in resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-045


Original Skyway Parcel Number: 29-28

Lot 27 and Lot 28 (except the southeasterly half) in Block 34 in the resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-045


Original Skyway Parcel Number: 29-25

Lot 22 (except the north westerly half) and all of Lot 23 in Block 34 in resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Lot 20 and the southeasterly half of Lot 19 in Block 34 in resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 24 and the northwesterly half of Lot 25 in Block 34 in resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 30 in Block 34 in the resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of the part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 21 and the northwesterly half of Lot 22 in Block 34 in the resubdivision of part Taylor's First Addition to South Chicago, a subdivision of the part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-08-124-045


Original Skyway Parcel Number: 29-17

Lot 11 in Block 34 in the resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of the part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-045


Original Skyway Parcel Number: 29-19

Lot 13 (except the northwesterly half) and all of Lot 14 in Block 34 in the resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-045


Original Skyway Parcel Number: 29-20

Lot 15 and the northwesterly half of Lot 16 in Block 34 in the resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of the part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-045


Original Skyway Parcel Number: 29-27

Lot 26 and the southeasterly half of Lot 25 in Block 34 in the resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-08-124-046


Original Skyway Parcel Number: 29-04

Lot 9 in Block 28 in the resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-046


Original Skyway Parcel Number: 29-07

Lot 12 in Block 28 in resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, lying east of the west 20 chains thereof.

Permanent Index Number: 26-08-124-046


Original Skyway Parcel Number: 29-03

Lot 8 in Block 28 in the resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-046


Original Skyway Parcel Number: 29-09

Lot 14 in Block 28 in the resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Lot 17 in Block 28 in the resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 10 in Block 28 in the resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 11 in Block 28 in the resubdivision of all that part of Taylor's First Addition to South Chicago, lying east of west 20 chains thereof, in north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Lots 18 and 19 in Block 28 of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-08-124-046


Original Skyway Parcel Number: 29-02

Lots 6 and 7 in Block 28 in the resubdivision or part of Taylor’s First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-046


Original Skyway Parcel Number: 28-32

Lot 2 in Block 28 in the resubdivision of part of Taylor’s First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-046


Original Skyway Parcel Number: 29-01

Lot 5 in Block 28 in the resubdivision of that part of Taylor’s First Addition to South Chicago, lying east of the west 20 chains thereof in the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-046


Original Skyway Parcel Number: 28-33

Lots Three (3) and Four (4) in Block Twenty-eight (28) in the resubdivision of that part of Taylor’s First Addition to South Chicago, lying east of the west twenty (20) chains thereof, in the north fractional half (½) of Section Eight (8),
Township Thirty-seven (37) North, Range Fifteen (15), East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-046
Original Skyway Parcel Number: 29-11

Lot 16 in Block 28 in resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-046
Original Skyway Parcel Number: 29-10

Lot 15 in Block 28 in the resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-124-046
Original Skyway Parcel Number: 29-08

Lot 13 in Block 28 in resubdivision of part of Taylor's First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-125-002
Original Skyway Parcel Number: 29-31

Lot 3 in Block 35 in the resubdivision of part of Taylor's First Addition to South
Chicago, being a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-307-001

Original Skyway Parcel Number: 29-32

A triangular piece of land bounded on the north by the south line of 102nd Street, on the east by the east line of Block Four (4) extended, and on the southwest by the northeast line of Indiana Road, in Block Four (4) in the subdivision of the north four hundred sixty-two (462) feet of Blocks Four (4), Five (5), Six (6) and Eight (8) and north four hundred ninety-five (495) feet of the east half of Block Nine (9) in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section Eight (8), Township Thirty-seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-309-022

Original Skyway Parcel Number: 29-35

Lot 15 in Block 2 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian.

Permanent Index Number: 26-08-309-022

Original Skyway Parcel Number: 29-33

Lots 1, 2 and 3 in Block 2 in Ironworker's Addition to South Chicago's Subdivision of south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number: 26-08-309-022


Original Skyway Parcel Number: 29-40

Lots 21 to 29, inclusive, in Block 2 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-309-022


Original Skyway Parcel Number: 29-38

The southeasterly 7 feet of Lot 18 and Lot 19 (except the southeasterly 2 feet) in Block 2 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-309-022


Original Skyway Parcel Number: 29-36

Lot 16 and the northwesterly 10 feet of Lot 17 in Block 2 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 26-08-309-022

Source Document: 16504729/Book: 53217/Page: 120/Document Type: WD

Original Skyway Parcel Number: 29-34

Lot Four (4) to Fourteen (14) inclusive, in Block Two (2) in Ironworker's Addition to South Chicago, being a subdivision of the south fractional one-half (⅛) of fractional Section Eight (8), Township Thirty-seven (37) North, Range Fifteen (15), East of the Third Principal Meridian, Cook County, Illinois.
Permanent Index Number: 26-08-309-022


Original Skyway Parcel Number: 29-37

Lot 17 (except the northwesterly 10 feet thereof) and Lot 18 (except the southeasterly 7 feet thereof) in Block 2 in Ironworker's Addition to South Chicago, being a subdivision of the south fractional half of fractional Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-309-022


Original Skyway Parcel Number: 29-39

Lot 20 and the southeasterly 2 feet of Lot 19 in Block 2 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 4, Township 37 North, Range 15, East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, in the State of Illinois.

Permanent Index Number: 26-08-400-014


Original Skyway Parcel Numbers: 29-43, 29-44, 29-45, 30-01, 30-02 and 30-03

That part of Lots 17 to 28, inclusive, falling in a strip of land conveyed to South Chicago and Southern Railroad Company, a corporation of Illinois, by Title Guarantee and Trust Company, by deed dated April 25, 1892 and recorded April 28, 1892, in Book 1890, Page 171, as Document 1653907, in Block 19 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian; also a strip of land in that part of the right-of-way of South Chicago and Southern Railroad, now Pennel Company, as lies east of Lot 17 and east of the alley which lies east of and abutting Lots 17, 18, 19, 20 and 21, and west of alley which lies west of and abutting Lots 8 to 15, all in said Block 19; also Lots 8 to 16, inclusive, in said Block 19; also Block 46 in said Ironworker's Addition; also Lots 1 to 12 and that part of Lots 13 to 20 lying
north of the south line of land of Penndel Company, in Block 44 in Ironworker’s Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-400-017


Original Skyway Parcel Numbers: 29-43, 29-44, 29-45, 30-01, 30-02, 30-03

That part of Lots 17 to 28, inclusive, falling in a strip of land conveyed to South Chicago and Southern Railroad Company, a corporation of Illinois, by Title Guarantee and Trust Company, by deed dated April 25, 1892 and recorded April 28, 1892, in Book 1890, Page 171, as Document 1653907, in Block 19 in Ironworker’s Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian; also a strip of land in that part of the right-of-way of South Chicago and Southern Railroad, now Penndel Company, as lies east of Lot 17 and east of the alley which lies east of and abutting Lots 17, 18, 19, 20 and 21, and west of alley which lies west of and abutting Lots 8 to 15, all in said Block 19; also Lots 8 to 16, inclusive, in said Block 19; also Block 46 in said Ironworker’s Addition; also, Lots 1 to 12 and that part of Lots 13 to 20 lying north of the south line of land of Penndel Company, in Block 44 in Ironworker’s Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-400-027

Source Document: 16467740/Book: 53090/Page: 166/Document Type: WD

Original Skyway Parcel Number: 30-04

Lots 12 to 39 (except that part of Lots 12 to 20 lying north of the south line of railroad) in Block 44 in Ironworker’s Addition to South Chicago, being a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois (10445 South Indianapolis Avenue).
Permanent Index Number: 26-08-400-028


Original Skyway Parcel Number: 30-05

Lots 40, 41 and 42 in Block 44 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8 Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-400-029

Source Document: 16467740/Book: 53090/Page: 166/Document Type: WD

Original Skyway Parcel Number: 30-06

Lots 43 to 47, inclusive, in Block 44 in Ironworker's Addition to South Chicago, being a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois (10455 South Indianapolis Avenue).

Permanent Index Number: 26-08-400-029


Original Skyway Parcel Number: 30-07

Lots Forty-eight (48) and Forty-nine (49) in Block Forty-four (44) in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section Eight (8), Township Thirty-seven (37) North, Range Fifteen (15), East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-400-029

Source Document: 16463689/Book: 53076/Page: 22/Document Type: WD

Original Skyway Parcel Number: 30-08

Lots 50 to 53 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois (10553 -- 10573 South Indianapolis Avenue).
Permanent Index Number: 26-08-400-033


Original Skyway Parcel Numbers: 29-43, 29-44, 29-45, 30-01, 30-02, 30-03

That part of Lots 17 to 28, inclusive, falling in a strip of land conveyed to South Chicago and Southern Railroad Company, a corporation of Illinois, by Title Guarantee and Trust Company, by deed dated April 25, 1892 and recorded April 28, 1892, in Book 1890, Page 171, as Document 1653907, in Block 19 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian; also a strip of land in that part of the right-of-way of South Chicago and Southern Railroad, now Penndel Company, as lies east of Lot 17 and east of the alley which lies east of and abutting Lots 17, 18, 19, 20 and 21, and west of alley which lies west of and abutting Lots 8 to 15, all in said Block 19; also Lots 8 to 16, inclusive, in said Block 19; also Block 46 in said Ironworker's Addition; also Lots 1 to 12 and that part of Lots 13 to 20 lying north of the south line of land of Penndel Company, in Block 44 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-401-002


Original Skyway Parcel Number: 29-42

Lot 29 (except any part thereof conveyed to South Chicago and Southern Railroad Company by deed recorded as Document Number 1653907) in Block 19 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-401-012


Original Skyway Parcel Numbers: 29-43, 29-44, 29-45, 30-01, 30-02, 30-03

That part of Lots 17 to 28, inclusive, falling in a strip of land conveyed to South Chicago and Southern Railroad Company, a corporation of Illinois, by Title
Guarantee and Trust Company, by deed dated April 25, 1892 and recorded April 28, 1892, in Book 1890, Page 171, as Document 1653907, in Block 19 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian; also a strip of land in that part of the right-of-way of South Chicago and Southern Railroad, now Pennel Company, as lies east of Lot 17 and east of the alley which lies east of and abutting Lots 17, 18, 19, 20 and 21, and west of alley which lies west of and abutting Lots 8 to 15, all in said Block 19; also Lots 8 to 16, inclusive, in said Block 19; also Block 46 in said Ironworker's Addition; also Lots 1 to 12 and that part of Lots 13 to 20 lying north of the south line of land of Pennel Company, in Block 44 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-401-014


Original Skyway Parcel Number: 29-41

Lots 30, 31 and 32 in Block 19 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-401-015


Original Skyway Parcel Numbers: 29-43, 29-44, 29-45, 30-01, 30-02, 30-03

That part of Lots 17 to 28, inclusive, falling in a strip of land conveyed to South Chicago and Southern Railroad Company, a corporation of Illinois, by Title Guarantee and Trust Company, by deed dated April 25, 1892 and recorded April 28, 1892, in Book 1890, Page 171, as Document 1653907, in Block 19 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian; also a strip of land in that part of the right-of-way of South Chicago and Southern Railroad, now Pennel Company, as lies east of Lot 17 and east of the alley which lies east of and abutting Lots 17, 18, 19, 20 and 21, and west of alley which lies west of and abutting Lots 8 to 15, all in said Block 19; also Lots 8 to 16, inclusive, in said Block 19; also Block 46 in said Ironworker's Addition; also Lots 1 to 12 and that part of Lots 13 to 20 lying north of the
south line of land of Penndel Company, in Block 44 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-401-015


Original Skyway Parcel Number: 29-43

Lots 17 to 28, inclusive, in Block 19 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-401-016


Original Skyway Parcel Number: 29-43

Lots 17 to 28, inclusive, in Block 19 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-401-016


Original Skyway Parcel Numbers: 29-43, 29-44, 29-45, 30-01, 30-02, 30-03

That part of Lots 17 to 28, inclusive, falling in a strip of land conveyed to South Chicago and Southern Railroad Company, a corporation of Illinois, by Title Guarantee and Trust Company, by deed dated April 25, 1892 and recorded April 28, 1892, in Book 1890, Page 171, as Document 1653907, in Block 19 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian; also a strip of land in that part of the right-of-way of South Chicago and Southern Railroad, now Penndel Company, as lies east of Lot 17 and east of the alley which lies east of and abutting Lots 17, 18, 19, 20 and 21, and west of alley which lies west of and abutting Lots 8 to 15, all in said Block 19; also Lots 8 to 16, inclusive, in said Block 19; also Block 46 in said Ironworker's
Addition; also Lots 1 to 12 and that part of Lots 13 to 20 lying north of the south line of land of Penndel Company, in Block 44 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-401-017


Original Skyway Parcel Numbers: 29-43, 29-44, 29-45, 30-01, 30-02, 30-03

That part of Lots 17 to 28, inclusive, falling in a strip of land conveyed to South Chicago and Southern Railroad Company, a corporation of Illinois, by Title Guarantee and Trust Company, by deed dated April 25, 1892 and recorded April 28, 1892, in Book 1890, Page 171, as Document 1653907, in Block 19 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian; also a strip of land in that part of the right-of-way of South Chicago and Southern Railroad, now Penndel Company, as lies east of Lot 17 and east of the alley which lies east of and abutting Lots 17, 18, 19, 20 and 21, and west of alley which lies west of and abutting Lots 8 to 15, all in said Block 19; also Lots 8 to 16, inclusive, in said Block 19; also Block 46 in said Ironworker's Addition; also Lots 1 to 12 and that part of Lots 13 to 20 lying north of the south line of land of Penndel Company, in Block 44 in Ironworker's Addition to South Chicago, a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-408-001


Original Skyway Parcel Number: ____

That part of Lot 1 in Block 43 of Ironworker's Addition to South Chicago, being a subdivision of the south fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian described as follows:

beginning at the northerly corner of said Lot 1, being also the intersection of the southwesterly line of South Indianapolis Avenue and the east line of South Avenue "B"; thence south 39 degrees, 19 minutes, 31 seconds east, 31.00 feet along the northeasterly line of said Lot 1; thence south 50 degrees,
40 minutes, 29 seconds west, 18.82 feet to a point, said point being 35.92 feet south of the northerly corner of said Lot 1, as measured along the west line of said Lot 1 and 5.00 feet east of the west line of said Lot 1 as measured at right angles thereto; thence south 03 degrees, 56 minutes, 46 seconds west, 70.18 feet to a point on the west line of said Lot 1, said point being 105.92 feet south of the northerly corner of said Lot 1; thence north 00 degrees, 08 minutes, 22 seconds west, 105.92 feet along the west line of said Lot 1 to the point of beginning, all in Cook County, Illinois.

Permanent Index Number: 26-08-503-001


Original Skyway Parcel Number: 28-03

That part of the east 45 feet of Block 11 in Taylor’s First Addition to South Chicago, a subdivision of part of the north fractional half of Section 8, Township 37 North, Range 15, East of the Third Principal Meridian and described as follows:

beginning at a point on the east line of said Block 11, said point being 461.20 feet north of the southeast corner of said Block 11; thence northwesterly, along a straight line to a point on the west line of the east 45 feet of said Block 11, said point being 488.95 feet north of the south line of said Block 11; thence north 153.94 feet as measured along the west line of the east 45 feet of said Block 11, to a point; thence southeasterly 53.45 feet along a straight line to a point on the east line of said Block 11, said point being 613.38 feet north of the southeast corner of said Block 11; thence south 152.18 feet along the east line of said Block 11 to the point of beginning, all in Cook County, Illinois.

Schedule 6.
(To Chicago Skyway Concession
And Lease Agreement)

Tolling Regulation.

Section 1. Right To Establish Tolls.

(a) Concessionaire’s Right To Establish Tolls. Subject to the provisions of this Schedule 6, the Concessionaire shall, at all times during the Term, have the right
to establish, collect and enforce payment of tolls with respect to the operation of any vehicle or class of vehicles on the Skyway Toll Bridge in accordance with the provisions of this Agreement.

(b) Vehicles Not Subject To Concessionaire’s Right To Establish Tolls. The Concessionaire shall not have the right to establish, collect or enforce payment of tolls with respect to:

(i) vehicles used in fire fighting;

(ii) vehicles used in law enforcement;

(iii) vehicles bearing diplomatic license plates;

(iv) ambulances; or

(v) vehicles owned or operated by the City or any department or agency thereof.

Section 2. Notices.

(a) Notice Of Pending Toll Changes. If the Concessionaire desires to change any toll (including increases or decreases in any toll or different methods of charging tolls), it shall give notice of such change (a “Pending Toll Change”) (i) to the City no later than ninety (90) days prior to the implementation of such change and (ii) to the public in accordance with Section 2(b) of this Schedule 6 beginning but not earlier than, sixty (60) days prior to the implementation of such change.

(b) Notice To Public. The Concessionaire shall use commercially reasonable efforts to (i) provide notice to the public of all tolls for the use of the Skyway Toll Bridge and (ii) inform the public of a Pending Toll Change during the sixty (60) day period prior to the implementation of such change. The Concessionaire shall maintain a website on the Internet that states all tolls, temporary discounts and Pending Toll Changes. The Concessionaire shall make known to the public and maintain a telephone number to enable any person to request a printed description of all tolls, temporary discounts and Pending Toll Changes. The Concessionaire may modify any of the aforesaid means of communication with the public consistent with any developments in common practice relating to means of comparable communication.

(c) Notice Of Temporary Discounts. Notwithstanding Section 2(a) of this Schedule 6, if the Concessionaire desires to establish or terminate a temporary discount with respect to any toll, it shall give notice of the establishment or
termination of such temporary discount to the City at least one (1) business day prior to the implementation of termination of such temporary discount.

(d) Timing Of Certain Calculations. Any calculation to be made pursuant to Sections 3(a)(iii), 3(a)(iv), 3(a)(v), 3(a)(vi) and 3(a)(vii) of this Schedule 6 and clauses (i) and (ii) of Section 3(b) of this Schedule 6 may be made at any time after the data necessary to make such calculation has been released to the public, and any change in tolls that is dependent upon such calculation shall be subject to notice being given under this Section 2 of this Schedule 6 following such calculation.

Section 3. Tolling Level Requirements.

(a) Maximum Toll Levels. The maximum toll levels applicable to Skyway Toll Bridge users for use of the Skyway Toll Bridge in each direction shall be as follows:

(i) Closing Date To December 31, 2004. The maximum toll levels applicable to Skyway Toll Bridge users for use of the Skyway Toll Bridge in each direction, for the period from the Closing Date through and including December 31, 2004, shall be as follows:

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<thead>
<tr>
<th>Vehicle Toll Class</th>
<th>Maximum Toll Level</th>
</tr>
</thead>
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<tr>
<td>Two-axles</td>
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<tr>
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</tbody>
</table>

(ii) January 1, 2005 To December 31, 2007. The maximum toll levels applicable to Skyway Toll Bridge users for use of the Skyway Toll Bridge in each direction, for the period from January 1, 2005 through and including December 31, 2007, shall be as follows:
<table>
<thead>
<tr>
<th>Vehicle Toll Class</th>
<th>Maximum Toll Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two-axles</td>
<td>$2.50</td>
</tr>
<tr>
<td>Three-axles</td>
<td>$3.60</td>
</tr>
<tr>
<td>Four-axles</td>
<td>$4.80</td>
</tr>
<tr>
<td>Five-axles</td>
<td>$6.00</td>
</tr>
<tr>
<td>Six-axles</td>
<td>$7.20</td>
</tr>
<tr>
<td>Seven-axles or more</td>
<td>$8.40</td>
</tr>
</tbody>
</table>

(iii) January 1, 2008 To December 31, 2010. The maximum toll levels applicable to Skyway Toll Bridge users for use of the Skyway Toll Bridge in each direction, for the period from January 1, 2008 through and including December 31, 2010, shall be as follows:

<table>
<thead>
<tr>
<th>Vehicle Toll Class</th>
<th>Maximum Toll Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two-axles</td>
<td>$3.00</td>
</tr>
<tr>
<td>Three-axles</td>
<td>$5.40</td>
</tr>
<tr>
<td>Four-axles</td>
<td>$7.20</td>
</tr>
<tr>
<td>Five-axles</td>
<td>$9.00</td>
</tr>
<tr>
<td>Six-axles</td>
<td>$10.80</td>
</tr>
<tr>
<td>Seven-axles or more</td>
<td>$12.60</td>
</tr>
</tbody>
</table>

provided, however, that if, for any given vehicle class, the toll level amount that results from increasing the maximum toll level in effect for the period from January 1, 2005 through and including December 31, 2007, on account of such maximum toll level being Adjusted for Inflation for
such period, is greater than the maximum toll level otherwise provided by
this Section 3(a)(iii) of this Schedule 6, then the maximum toll level
permitted for the period from January 1, 2008 through and including
December 31, 2010 shall be such greater amount.

(iv) January 1, 2011 To December 31, 2012. The maximum toll levels
applicable to Skyway Toll Bridge users for use of the Skyway Toll Bridge
in each direction, for the period from January 1, 2011 through and
including December 31, 2012, shall be as follows:

<table>
<thead>
<tr>
<th>Vehicle Toll Class</th>
<th>Maximum Toll Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two-axles</td>
<td>$ 3.50</td>
</tr>
<tr>
<td>Three-axles</td>
<td>$ 7.20</td>
</tr>
<tr>
<td>Four-axles</td>
<td>$ 9.60</td>
</tr>
<tr>
<td>Five-axles</td>
<td>$12.00</td>
</tr>
<tr>
<td>Six-axles</td>
<td>$14.40</td>
</tr>
<tr>
<td>Seven-axles or more</td>
<td>$16.80</td>
</tr>
</tbody>
</table>

provided, however, that if, for any given vehicle class, the toll level amount
that results from increasing the maximum toll level in effect for the period
from January 1, 2008 through and including December 31, 2010, on
account of such maximum toll level being Adjusted for Inflation for such
period, is greater than the maximum toll level otherwise provided by this
Section 3(a)(iv) of this Schedule 6, then the maximum toll level permitted
for the period from January 1, 2011 through and including December 31,
2012 shall be such greater amount.

(v) January 1, 2013 To December 31, 2014. The maximum toll levels
applicable to Skyway Toll Bridge users for use of the Skyway Toll Bridge
in each direction, for the period from January 1, 2013 through and
including December 31, 2014, shall be as follows:
<table>
<thead>
<tr>
<th>Vehicle Toll Class</th>
<th>Maximum Toll Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two-axles</td>
<td>$ 4.00</td>
</tr>
<tr>
<td>Three-axles</td>
<td>$ 9.00</td>
</tr>
<tr>
<td>Four-axles</td>
<td>$12.00</td>
</tr>
<tr>
<td>Five-axles</td>
<td>$15.00</td>
</tr>
<tr>
<td>Six-axles</td>
<td>$18.00</td>
</tr>
<tr>
<td>Seven-axles or more</td>
<td>$21.00</td>
</tr>
</tbody>
</table>

provided, however, that if, for any given vehicle class, the toll level amount that results from increasing the maximum toll level in effect for the period from January 1, 2011 through and including December 31, 2012, on account of such maximum toll level being Adjusted for Inflation for such period, is greater than the maximum toll level otherwise provided by this Section 3(a)(v) of this Schedule 6, then the maximum toll level permitted for the period from January 1, 2013 through and including December 31, 2014 shall be such greater amount.

(vi) January 1, 2015 To December 31, 2016. The maximum toll levels applicable to Skyway Toll Bridge users for use of the Skyway Toll Bridge in each direction, for the period from January 1, 2015 through and including December 31, 2016, shall be as follows:

<table>
<thead>
<tr>
<th>Vehicle Toll Class</th>
<th>Maximum Toll Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two-axles</td>
<td>$ 4.50</td>
</tr>
<tr>
<td>Three-axles</td>
<td>$10.80</td>
</tr>
<tr>
<td>Four-axles</td>
<td>$14.40</td>
</tr>
<tr>
<td>Five-axles</td>
<td>$18.00</td>
</tr>
<tr>
<td>Six-axles</td>
<td>$21.60</td>
</tr>
<tr>
<td>Seven-axles or more</td>
<td>$25.20</td>
</tr>
</tbody>
</table>
provided, however, that if, for any given vehicle class, the toll level amount that results from increasing the maximum toll level in effect for the period from January 1, 2013 through and including December 31, 2014, on account of such maximum toll level being Adjusted for Inflation for such period, is greater than the maximum toll level otherwise provided by this Section 3(a)(vi) of this Schedule 6, then the maximum toll level permitted for the period from January 1, 2015 through and including December 31, 2016 shall be such greater amount.

(vii) January 1, 2017. The maximum toll levels applicable to Skyway Toll Bridge users for use of the Skyway Toll Bridge in each direction, as of January 1, 2017, shall be as follows:

<table>
<thead>
<tr>
<th>Vehicle Toll Class</th>
<th>Maximum Toll Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two-axles</td>
<td>$5.00</td>
</tr>
<tr>
<td>Three-axles</td>
<td>$12.60</td>
</tr>
<tr>
<td>Four-axles</td>
<td>$16.80</td>
</tr>
<tr>
<td>Five-axles</td>
<td>$21.00</td>
</tr>
<tr>
<td>Six-axles</td>
<td>$25.20</td>
</tr>
<tr>
<td>Seven-axles or more</td>
<td>$29.40</td>
</tr>
</tbody>
</table>

provided, however, that if, for any given vehicle class, the toll level amount that results from increasing the maximum toll level in effect for the period from January 1, 2015 through and including December 31, 2016, on account of such maximum toll level being Adjusted for Inflation for such period, is greater than the maximum toll level otherwise provided by this Section 3(a)(vii) of this Schedule 6, then the maximum toll level permitted as of January 1, 2017 shall be such greater amount.

(b) Maximum Toll Level Adjustments After January 1, 2017. After January 1, 2017, the maximum toll level applicable to Skyway Toll Bridge users for use of the Skyway Toll Bridge in each direction for each vehicle toll class shall increase each one (1) year anniversary of January 1, 2017 until the End Date, by the greater of (i) the increase, if any, in the amount of the maximum toll level for the vehicle toll class
for the immediately preceding toll-level period on account of such amount being Adjusted for Inflation for the period between the initial date and the end date of such preceding toll-level period, (ii) the increase, if any, in the amount of the maximum toll level for the vehicle toll class for the immediately preceding toll-level period on account of such amount being Adjusted for Per Capita G.D.P. Increase for the period between the initial date and the end date of such preceding toll-level period and (iii) the increase in the amount of the maximum toll level for the vehicle class for the immediately preceding toll-level period on account of such amount being increased at an annual rate of two percent (2%) for the period between the initial date and the end date of such preceding toll-level period.

(c) Toll Level Requirements As Maximum Tolls. Subject to Sections 3(d) and 3(e) of this Schedule 6, the toll levels authorized pursuant to Sections 3(a) and 3(b) of this Schedule 6 shall constitute maximum toll levels. The Concessionaire shall have the right to implement:

(i) tolls lower than the applicable maximum toll levels, including discount programs;

(ii) an electronic tolling system pursuant to Section 7.2 of the Agreement;

(iii) time-of-day variable rate tolling;

(iv) congestion-related tolling, including high-occupancy-toll lanes; or

(v) any other method of charging tolls;

provided however, that, subject to Sections 3(d) and 3(e) of this Schedule 6, the Concessionaire shall not charge a toll that exceeds the applicable maximum toll levels set forth in Sections 3(a) and 3(b) of this Schedule 6.

(d) Certain Exceptions To Maximum Toll Levels For Time-Of-Day Variable Rate Tolling. Notwithstanding anything to the contrary herein, each maximum toll level set forth in Sections 3(a) and 3(b) of this Schedule 6 applicable to vehicles with three (3) or greater axles shall be increased by forty percent (40%) of the amount thereof (the amount of such forty percent (40%) increase hereinafter referred to as the "Incremental Amount") if, during the time such maximum toll level is operative, the Concessionaire has in effect a daily program that grants vehicles with three (3) or more axles a toll reduction equal to the Incremental Amount for travel during the hours of 8:00 P.M. (Chicago time) to the following 4:00 A.M. (Chicago time) when compared to the toll amount the Concessionaire charges the same vehicles for travel during the hours of 4:00 A.M. (Chicago time) to 8:00 P.M. (Chicago time); provided, however, that any calculation made pursuant to Sections 3(a) and 3(b) of this
Schedule 6 shall be made as if any increase in maximum toll level permitted by this Section 3(d) of this Schedule 6 had not occurred.

(e) Rounding Of Certain Maximum Toll Levels. Notwithstanding anything to the contrary herein, to the extent a maximum toll level authorized pursuant to Sections 3(a), 3(b) or 3(d) of this Schedule 6 is not an amount equal to a tenth of a dollar denomination, such maximum toll level shall be increased to an amount equal to the next greatest tenth of a dollar denomination; provided, however, that any calculation made pursuant to Sections 3(a) and 3(b) of this Schedule 6 shall be made as if any such increase had not occurred.

(f) Tolls As Only Imposable Charges As Of Closing Date. As of the Closing Date, the only charges that the Concessionaire may impose on Skyway Toll Bridge users are the tolls authorized pursuant to Sections 3(a), 3(b), 3(c), 3(d) and 3(e) of this Schedule 6. For the avoidance of doubt and in confirmation and furtherance of the foregoing, as of the Closing Date, the Concessionaire may not charge administration fees related to use of the Skyway Toll Bridge nor impose interest rates on unpaid tolls or fees related to use of the Skyway Toll Bridge.

(g) Fees And Charges Related To Electronic Tolling System. Notwithstanding Section 3(f) of this Schedule 6, upon implementation of an electronic tolling system pursuant to Section 7.2 of the Agreement, the Concessionaire shall have the right to:

(i) establish, collect and enforce reasonable administration fees and reasonable fees to commence or appeal any dispute proceedings;

(ii) establish reasonable interest rates to be charged on unpaid tolls and fees, and collect interest charged at such rates;

(iii) establish reasonable terms and conditions, including reasonable fees, for the registration and distribution of toll devices; and

(iv) require reasonable security for the provision of any toll devices.

All revenues to be derived from the foregoing shall be deemed to be Toll Revenues. The sole purpose of any fees or charges implemented pursuant to this Section 3(g) of this Schedule 6 shall be to enable the Concessionaire to recover its reasonable, out-of-pocket and documented costs and expenses that are directly incurred with respect to the items listed in clauses (i), (ii), (iii) and (iv) of this Section 3(g) of this Schedule 6. The amount of any such fees or charges shall not exceed the amount reasonably necessary for the Concessionaire to recover its reasonable, out-of-pocket and documented costs and expenses that are directly incurred with respect to the items listed in clauses (i) (ii), (iii) and (iv) of this Section 3(g) of this Schedule 6. To
the extent the Concessionaire implements any fees or charges pursuant to this Section 3(g) of this Schedule 6, the provisions of Section 2 of this Schedule 6 shall apply to the initial implementation of and any subsequent changes to any such fees or charges.

For the avoidance of doubt, from and after the implementation of electronic tolling, the only charges that the Concessionaire may impose on Skyway Toll Bridge users are the tolls authorized pursuant to Sections 3(a), 3(b), 3(c), 3(d) and 3(e) of this Schedule 6 and, in addition to any such tolls, the fees and charges authorized pursuant to this Section 3(g) of this Schedule 6.

Schedule 7.
(To Chicago Skyway Concession
And Lease Agreement)

Insurance Policies.

1. Policy Number 120711528 001, for period January 1, 2004 to January 1, 2005 of ACE Insurance Company of Illinois insuring City of Chicago Skyway Toll Bridge System.


6. Policy Number 83 CES OA4885, for period January 1, 2004 to January 1, 2005, of Twin City Fire Insurance Company insuring Chicago Skyway Toll Bridge System.
7. Policy Number NC000040c, for period January 1, 2004 to January 1, 2005, of Lloyd’s, London insuring City of Chicago Skyway Toll Bridge System.

Schedule 8.
(To Chicago Skyway Concession And Lease Agreement)

Form Of Legal Opinion Of The City.

[Letterhead Of Mayer, Brown, Rowe & Maw L.L.P.]

[Closing Date]

[Concessionaire]

____________________
____________________

Ladies and Gentleman:

We have acted as special counsel to the City of Chicago (the “City”) in connection with the lease of the Skyway, and the grant of the right to operate the Skyway, from the City to the Concessionaire pursuant to the Chicago Skyway Concession and Lease Agreement, dated as of[_______], 2004 (the “Agreement”), by and between the City and Concessionaire. This opinion is being delivered to you pursuant to Section 2.4(a) of the Agreement. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Agreement.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of (i) the Agreement; (ii) the Skyway Ordinance; and (iii) such other records and writings as we have deemed necessary as the basis for the opinions set forth below. In connection with such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to authentic, original documents of all documents submitted to us via facsimile or
otherwise as certified, conformed or photostatic copies, and the completeness of all records of corporate proceedings provided to us.

We express no opinion as to the applicability or effect of the laws of any state or jurisdiction other than the laws of the State of Illinois.

Based on and subject to the foregoing and the qualifications referred to below, we are of the opinion that, on the date hereof:

1. The City is a municipality and home rule unit of local government, duly organized and existing under the Constitution and laws of the State of Illinois.

2. The City Council of the City has (i) duly adopted the Skyway Ordinance, which remains in full force and effect, (ii) duly authorized and approved the execution and delivery of the Agreement and (iii) duly authorized and approved the performance by the City of its obligations contained in the Agreement. The City has the power and authority to adopt the Skyway Ordinance, to enter into the Agreement and to do all acts and things and execute and deliver all other documents as are required under the Agreement to be done, observed or performed by the City in accordance with the terms thereof.

3. The Agreement has been duly authorized, executed and delivered by the City and constitutes a valid and legally binding obligation of the City, enforceable against the City in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

This opinion is rendered solely for your information in connection with the transaction described above and may not be relied upon by you in any other capacity or for any other purpose and may not be used or relied upon by any other Person for any purpose (other than [__________], as administrative agent for a group of lenders, in connection with loans made to the Concessionaire by such lenders) without our express prior written consent.

Very truly yours,

[Mayer, Brown, Rowe & Maw L.L.P.]
Schedule 9.  
(To Chicago Skyway Concession  
And Lease Agreement)

Form Of Legal Opinion Of The Concessionaire.

[Letterhead Of Counsel To The Concessionaire]

[Closing Date]

City of Chicago  
121 North LaSalle Street  
Chicago, Illinois 60602.

Ladies and Gentleman:

We have acted as special counsel to [_______] (the "Concessionaire") in connection with the lease of the Skyway, and the grant of the right to operate the Skyway, from the City to the Concessionaire pursuant to the Chicago Skyway Concession and Lease Agreement, dated as of [_______], 2004 (the "Agreement"), by and between the City and Concessionaire. This opinion is being delivered to you pursuant to Section 2.4(b) of the Agreement. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Agreement.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of (i) the Agreement; and (ii) such other records and writings as we have deemed necessary as the basis for the opinions set forth below. In connection with such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to authentic, original documents of all documents submitted to us via facsimile or otherwise as certified, conformed or photostatic copies, and the completeness of all records of corporate proceedings provided to us.

We express no opinion as to the applicability or effect of the laws of any state or jurisdiction other than the laws of the State of [_______].

Based on and subject to the foregoing and the qualifications referred to below, we are of the opinion that, on the date hereof:
1. The Concessionaire is duly organized, validly existing and in good standing as a [_____] under the laws of the State of as a [_____].

2. The Concessionaire has the power and authority to enter into the Agreement and to do all acts and things and execute and deliver all other documents as are required under the Agreement to be done, observed or performed by the Concessionaire in accordance with the terms thereof.

3. The Concessionaire has duly authorized, executed and delivered the Agreement, and the Agreement constitutes a valid and legally binding obligation of the Concessionaire, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

This opinion is rendered solely for your information in connection with the transaction described above and may not be relied upon by you in any other capacity or for any other purpose and may not be used or relied upon by any other Person for any purpose without our express prior written consent.

Very truly yours,

[Counsel to the Concessionaire]

Exhibit "B",
(To Ordinance)

Chicago Skyway Concession And
Lease Agreement Bid Form.

The undersigned applicant (the "Applicant") hereby unconditionally and irrevocably offers to the City to enter into the Chicago Skyway Concession and Lease Agreement in the form identified as the "Final Agreement" and heretofore delivered to the Applicant (the "Agreement") on the following terms and conditions (capitalized terms used herein and not otherwise defined shall have the same meanings as assigned to such terms in the Agreement):
1. Applicant: The Concessionaire will be the Applicant identified below.

2. Final Agreement: There will be no changes or modifications to the Agreement of any kind.

3. Price: Subject to paragraph 7 below, the amount of Rent that the Applicant will pay pursuant to Section 2.1 of the Agreement will be ($1,820,000,000.00) [in numbers], One Billion Eight Hundred Twenty Million and no/100 Dollars [in words].

4. Unconditional Offer: This offer will be unconditional and irrevocable until 5:00 P.M. (Chicago time) on December 15, 2004 (the "Termination Time"). If the City does not give written notice to the Applicant that the City is prepared to enter into the Agreement on or prior to the Termination Time, this offer shall terminate at the Termination Time and the Bid L.O.C. (as hereinafter defined) shall be returned to the Applicant as soon as practicable.

5. Agreement Execution: If at any time prior to the Termination Time the City gives written notice to the Applicant, at the address specified below, that it is prepared to enter into the Agreement with the Applicant, the Applicant will, within forty-eight (48) hours of the receipt of such notice, execute the Agreement and deliver to the City the L.O.C. or the Cash Deposit in the amount set forth in Section 2.3(a) of the Agreement. Simultaneously, with delivery of the aforesaid L.O.C. or the Cash Deposit, the City will return the Bid L.O.C. (as defined below) to the selected Applicant.

6. Letter Of Credit: This offer is secured by one (1) or more Letters of Credit in the form attached hereto (the "Bid L.O.C.") in the aggregate amount of Fifty-five Million Dollars ($55,000,000). In the event the Applicant fails to execute the Agreement (or deliver the L.O.C. or the Cash Deposit) in accordance with paragraph 5 above within the time period specified therein, the City shall have the absolute right to draw down the full amount of the Bid L.O.C. and to retain such amount as payment and liquidated damages for the Applicant’s breach of its obligation under this offer. The City will accept the Bid L.O.C. to be delivered pursuant to this offer as security for the Applicant’s obligations under this offer, in place of a cash deposit in the same amount, with the understanding that the Bid L.O.C. is to be the functional equivalent of a cash deposit. The Applicant’s sole remedy in connection with the improper presentment or payment of sight drafts drawn under the Bid L.O.C. shall be the right to obtain from the City a refund of the amount of any such sight draft. The Applicant acknowledges that the presentment of sight drafts drawn under the Bid L.O.C. could not under any circumstances cause the Applicant injury that
could not be remedied by an award of money damages, and that the recovery of money damages would be an adequate remedy therefor. The Applicant shall not request or instruct the issuer of the Bid L.O.C. to refrain from paying any sight draft drawn under the Bid L.O.C.

7. Automatic Adjustment: The Rent under paragraph 3 above will be automatically adjusted on the following basis: Using the United States Ten (10) Year Treasury Note as published in the “Money and Investing, Markets Diary” section of the Wall Street Journal, from close of business on October 12, 2004 (as published on October 13, 2004) through the close of business on the day prior to execution of the Agreement pursuant to paragraph 5 above, the amount of Rent will be decreased by United States One Million Dollars ($1,000,000) for every one basis point increase in the ten (10) year Treasury yield; during this same time period, the amount of Rent will be increased by United States One Million Dollars ($1,000,000) for every one basis point decrease in the ten (10) year Treasury yield. The amount of Rent in the executed Agreement will be the amount determined after such adjustment.

8. Applicant Authorization: The Applicant represents and warrants that: (i) it has full power and authority to make this offer and to execute and deliver the Agreement pursuant to the terms hereof; (ii) such actions do not and will not violate the terms of any of the Applicant’s organizational documents or any agreement binding upon it or the terms of any applicable Law; (iii) no further consent to this offer or to the execution of the Agreement pursuant to the terms hereof is required to be obtained from any other Person or any Governmental Authority; and (iv) this offer, and the Agreement if executed pursuant to the terms hereof, will be duly authorized, valid and legally binding obligations of the Applicant.

9. Governing Law: This offer shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Illinois (including any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

Skyway Concession Company L.L.C.
Name of Applicant

By: (Signed) Ricardo Gomez
Name: Ricardo Gomez
Title: Authorized Signatory of Applicant

By: (Signed) Sean MacDonald
Name: Sean MacDonald
Title: Authorized Signatory of Applicant