

# UNOFFICIAL COPY



PREPARED BY, RECORDING REQUESTED  
BY, AND WHEN RECORDED MAIL TO:

Shearman & Sterling LLP  
599 Lexington Avenue  
New York, NY 10022-6069  
Attention: Robert W. Fagiola, Esq.  
Telephone: (212) 848-7606  
File# 35697-00015

Doc# 1900833109 Fee \$62.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/08/2019 01:02 PM PG: 1 OF 13

*This Space for Recorder's Use Only*

## FIRST AMENDMENT TO LEASEHOLD MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT TO LEASEHOLD MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Amendment"), dated as of December 21, 2018, is made by and between **SKYWAY CONCESSION COMPANY LLC**, a Delaware limited liability company ("Mortgagor"), whose address is 205 North Michigan Avenue, Suite 2510, Chicago, IL 60601, and **ROYAL BANK OF CANADA**, in its capacity as Collateral Agent on behalf of certain Secured Parties (in such capacity, and together with its successors in such capacity, the "Mortgagee"), whose address is c/o Royal Bank of Canada, 4<sup>th</sup> Floor, 20 King Street West, Toronto, Canada M5H 1C4, Attention: Manager, Agency Services Group.

### WITNESSETH:

**WHEREAS**, Mortgagor executed and delivered to Mortgagee that certain Leasehold Mortgage, Security Agreement, Financing Statement and Fixture Filing, dated as of February 25, 2016, which was recorded in 65 different parts with the Recorder of Deeds of Cook County, Illinois (as further described on Schedule 1 attached to this Amendment), with respect to the land legally described therein and on Exhibit A attached hereto (collectively, the "Original Mortgage"); and

**WHEREAS**, the Original Mortgage secured, among other things, Mortgagor's obligations under the Loan Agreement (as defined in the Original Mortgage), the Acquisition Note Purchase Agreement (as defined in the Original Mortgage) and all other Secured Obligation Documents (as defined in the Original Mortgage), and Mortgagor intended for the Original Mortgage to secure all such obligations, including all of Mortgagor's obligations under all Permitted Refinancing Indebtedness Documents (as that term is defined in this Amendment below); and

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**WHEREAS**, Mortgagor, as issuer, entered into that certain Note Purchase Agreement, dated as of July 10, 2017 (as amended, supplemented and/or otherwise modified from time to time, the “2017 Note Purchase Agreement”), with the Purchasers listed therein, which was (and was intended to be) secured by the Original Mortgage as a Permitted Refinancing Indebtedness Document; and

**WHEREAS**, Mortgagor, as the Borrower, has entered into that certain Loan Agreement, dated as of December 21, 2018, with certain lenders party thereto from time to time, and Canadian Imperial Bank of Commerce, New York Branch, as the Administrative Agent (as amended, supplemented and/or otherwise modified from time to time, the “2018 Loan Agreement”) which is (and is intended to be) secured by the Original Mortgage as a Permitted Refinancing Indebtedness Document; and

**WHEREAS**, Mortgagee and Mortgagor desire to amend the Original Mortgage to confirm the grant of Collateral secured by the Original Mortgage for the benefit of the Secured Parties and to cure any doubt or potential ambiguity that may have existed in the Original Mortgage with respect to the Secured Obligations (as defined in the Original Mortgage); and

**WHEREAS**, Mortgagor currently receives and will receive a direct benefit from the Secured Obligations, and therefore Mortgagor has agreed to execute and deliver this Amendment for its own benefit and for the benefit of the Secured Parties.

**NOW, THEREFORE**, in consideration of the premises and agreements both contained herein and elsewhere recited, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Accounts and Intercreditor Agreement or, if not defined therein, then in the Concession Agreement (both of which documents are referenced and defined in the Original Mortgage). The rules of interpretation set forth in Section 1.02 of the Accounts and Intercreditor Agreement shall apply to this Amendment.

2. Modifications. The parties hereto agree that the Mortgage is hereby amended as follows:

a. All references in the Original Mortgage, and any other document or instrument entered into in connection therewith or in connection with this Amendment, to the Mortgage shall be deemed to be references to the Original Mortgage as modified by this Amendment.

b. Clause (C) of subpart (i) of the definition of Secured Obligations in the Original Mortgage is hereby deleted in its entirety and replaced with the following:

“(C) all other Secured Obligation Documents, including without limitation all Permitted Refinancing Indebtedness Documents (as defined in this Mortgage).”

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3. Permitted Refinancing Indebtedness. A new Section 3.13(f) is hereby added to the Mortgage, as follows:

“(f) Permitted Refinancing Indebtedness. The term “Permitted Refinancing Indebtedness Document” means any credit agreement, purchase agreement, indenture, notes or similar contract or instrument providing for the issuance of or evidencing any Permitted Refinancing Indebtedness, and any related fee letters and any other documents entered into in connection therewith that are designated by the Company as being a “Permitted Refinancing Indebtedness Document” for purposes hereof. The term “Permitted Refinancing Indebtedness” means any Indebtedness of the Company incurred in order to refinance, in part or in full, then-outstanding Indebtedness of the Company in accordance with the terms of the Secured Obligation Documents in effect at such time; provided that if not already party to the Accounts and Intercreditor Agreement, the creditors providing such Indebtedness (or an agent, trustee or other representative on their behalf) have acceded to the Accounts and Intercreditor Agreement in accordance with the terms thereof.”

4. Confirmation. Mortgagor and Mortgagee acknowledge and agree that (a) the loans under the 2018 Loan Agreement and the notes under the 2017 Note Purchase Agreement are intended to be a part of the Secured Obligations under the Mortgage, that the loans under the 2018 Loan Agreement and the notes under the 2017 Note Purchase Agreement were made pursuant to refinancing transactions under Secured Obligation Documents that qualify as Permitted Refinancing Indebtedness, and that the parties did not and do not in any way intend to release the lien of the Mortgage by the consummation of those refinancing transactions or any future refinancing transactions pursuant to which Mortgagor incurs Permitted Refinancing Indebtedness, and (b) the purpose of this Amendment is to confirm the grant of Collateral for the benefit of the Secured Parties in accordance with Section 8.03(c) of the Accounts and Intercreditor Agreement with respect to the Secured Obligations incurred as of the date of the Mortgage, as of the date of the refinancing transactions incurred in connection with the 2017 Note Purchase Agreement and the 2018 Loan Agreement, and as of the date of any future refinancing transactions, and to cure any doubt or potential ambiguity regarding the nature of the Secured Obligations secured by the Mortgage in accordance with clause (b) of Section 7(e) of the Concession Agreement.

5. Full Force and Effect. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Mortgage is hereby ratified, confirmed and reaffirmed and shall remain in full force and effect. This Amendment shall not constitute a novation of the Mortgage or the indebtedness secured thereby. This Amendment is limited and, except as set forth herein, shall not constitute a waiver or acceptance of any provision of the Mortgage or any other document or instrument entered into in connection therewith. The Mortgaged Property shall remain in all respects subject to the lien created by the Mortgage, as modified hereby, and nothing herein or done pursuant hereto shall affect or be deemed to affect Mortgagee’s lien thereunder or the perfection and priority thereof. By executing and delivering this Amendment, Mortgagor and Collateral Agent confirm that (a) this Amendment does not modify the intended rights, benefits and obligations of Mortgagor and Mortgagee under the Original Mortgage, (b) the Mortgage continues to meet the requirements set forth in Sections 18.1(vi) and 18.8(e) of the Concession Agreement, (c) the amount of the Secured Obligations has

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not increased as a result of this Amendment, the refinancing transaction pursuant to the 2018 Loan Agreement, or the previous refinancing transaction pursuant to the 2017 Note Agreement, and (d) Collateral Agent will continue to act as Collateral Agent in respect to the Mortgage following the execution and recording of this Amendment.

6. Authority. As a material inducement for Mortgagee to enter into this Amendment, Mortgagor hereby represents and warrants to Mortgagee that Mortgagor has all requisite organizational power and authority to execute, deliver and perform its obligations under this Amendment and all other documents delivered to Mortgagee in connection with this Amendment. This Amendment is binding upon and enforceable against Mortgagor in accordance with its terms, subject to (A) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally, and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

7. Counterparts. This Amendment may be executed in any number of original counterparts and in multiple originals to facilitate recording of an original in the county in which the Mortgaged Property is located, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument.

8. Successors and Assigns. Whenever one of the parties hereto is named or referred to herein, the successors and assigns of such party shall be included and all covenants and agreements contained in this Amendment, by or on behalf of Mortgagor or Mortgagee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

9. Severability. If any provision of this Amendment is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Amendment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision which shall be construed as similar in terms as may be possible while remaining legal, valid and enforceable.

[signature pages follow]

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IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

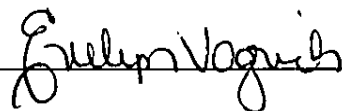
**SKYWAY CONCESSION COMPANY LLC,**  
a Delaware limited liability company

By:   
Name: John Casper  
Its: Vice President and Chief Financial Officer

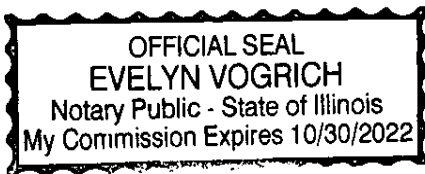
STATE OF IL  
COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that John Casper, the CEO of SKYWAY CONCESSION COMPANY LLC, a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that as such officer he or she signed and delivered the foregoing instrument as his or her free and voluntary act, and as the free and voluntary act of said company for the uses and purposes set forth therein.

Witness my hand and Notarial Seal this 19 day of December, 2018.



My Commission Expires:



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IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

**ROYAL BANK OF CANADA,**  
as Collateral Agent

By: *Jennifer Lee-You*  
Name: Jennifer Lee-You  
Its: Authorized Signatory (New York)

STATE OF New York )

COUNTY OF New York )

I, the undersigned, Samantha Elia, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Jennifer Lee-You, the Authorized Signatory (New York) of ROYAL BANK OF CANADA, whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that as such officer he or she signed and delivered the foregoing instrument as his or her free and voluntary act, and as the free and voluntary act of said bank, in its capacity as aforesaid, for the uses and purposes set forth therein.

Witness my hand and Notarial Seal this 20th day of December, 2018.

*Samantha Elia*  
Samantha Elia

My Commission Expires: March 31, 2022



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## SCHEDULE 1

### MORTGAGE RECORDING DOCUMENT NUMBERS

1. Mortgage (part 1 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101001
2. Mortgage (part 2 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101002
3. Mortgage (part 3 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101003 (re-recorded on March 17, 2016 as Document Number 1607719077)
4. Mortgage (part 4 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101004
5. Mortgage (part 5 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101005
6. Mortgage (part 6 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101006
7. Mortgage (part 7 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101007
8. Mortgage (part 8 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101008
9. Mortgage (part 9 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101009
10. Mortgage (part 10 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101010
11. Mortgage (part 11 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101011
12. Mortgage (part 12 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101012
13. Mortgage (part 13 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101013
14. Mortgage (part 14 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101014 (re-recorded on March 17, 2016 as Document Number 1607719079)
15. Mortgage (part 15 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101015
16. Mortgage (part 16 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101016

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17. Mortgage (part 17 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101017
18. Mortgage (part 18 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101018
19. Mortgage (part 19 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101019
20. Mortgage (part 20 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101020
21. Mortgage (part 21 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101021
22. Mortgage (part 22 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101022
23. Mortgage (part 23 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101023
24. Mortgage (part 24 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101024
25. Mortgage (part 25 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101025
26. Mortgage (part 26 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101026
27. Mortgage (part 27 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101027
28. Mortgage (part 28 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101028
29. Mortgage (part 29 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101029
30. Mortgage (part 30 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101030
31. Mortgage (part 31 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101031
32. Mortgage (part 32 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101032
33. Mortgage (part 33 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101033
34. Mortgage (part 34 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101034
35. Mortgage (part 35 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101035



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36. Mortgage (part 36 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101036
37. Mortgage (part 37 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101037
38. Mortgage (part 38 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101038
39. Mortgage (part 39 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101039
40. Mortgage (part 40 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101040
41. Mortgage (part 41 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101041
42. Mortgage (part 42 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101042
43. Mortgage (part 43 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101043
44. Mortgage (part 44 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101044
45. Mortgage (part 45 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101045
46. Mortgage (part 46 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101046
47. Mortgage (part 47 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101047
48. Mortgage (part 48 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101048
49. Mortgage (part 49 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101049
50. Mortgage (part 50 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101050
51. Mortgage (part 51 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101051
52. Mortgage (part 52 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101052
53. Mortgage (part 53 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101053
54. Mortgage (part 54 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101054

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55. Mortgage (part 55 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101055
56. Mortgage (part 56 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101056
57. Mortgage (part 57 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101057
58. Mortgage (part 58 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101058
59. Mortgage (part 59 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101059
60. Mortgage (part 60 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101060
61. Mortgage (part 61 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101061
62. Mortgage (part 62 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101062
63. Mortgage (part 63 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101063 (re-recorded on March 17, 2016 as Document Number 1607719081)
64. Mortgage (part 64 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101064
65. Mortgage (part 65 of 65) recorded with the Recorder of Deeds of Cook County, Illinois on March 1, 2016 as Document Number 1606101065

Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE LAND

The legal descriptions set forth on this Exhibit A and attached to this document are separated into 65 Parts for recording. This is Part 10 of 65 Parts.

All of the Parts together comprise property commonly known as:

The Chicago Skyway, which consists of the 7.8± mile long toll facility linking the Dan Ryan Expressway (Interstate Route 94) near 63<sup>rd</sup> Street in the City of Chicago on the north to Interstate Route 90 at the Illinois-Indiana state line near 106<sup>th</sup> Street in the City of Chicago on the south. The eastern boundary of the Chicago Skyway is located at the state line between Indianapolis Boulevard and the southerly railroad right-of-way of the Norfolk Southern Corporation and extends in a northwesterly direction parallel to the Norfolk Southern Corporation right-of-way to the easterly right-of-way of State Street near its intersection with 66<sup>th</sup> Street, and turns in a westerly direction over State Street and onto the ramps feeding the Dan Ryan Expressway, all within the City limits of the City of Chicago, Illinois. Included within the Parts are the various entrance and exit ramps throughout the system and the related structures, including roadway pavement supported on embankments, as well as elevated bridge structures, including the Calumet River Bridge and its approaches, and a toll plaza service facility (including a four-story service building and two toll-pass-through canopy structures and related tunnels).

#### PARCEL 13C:

LOTS 1 TO 8 IN BLOCK 2, ALL 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, AFORESAID LYING SOUTH OF THE CENTER LINE OF BRACKETT STREET, IN COOK COUNTY, ILLINOIS.

Parcel 13C Permanent Index Numbers (PINs):

20-22-106-001-0000 (Lot 2)	20-22-106-028-0000 (Lot 1)
20-22-106-002-0000 (Lot 3)	20-22-106-029-0000 (Lot 4)
20-22-106-003-0000 (Lot 6)	20-22-106-030-0000 (Lot 5)
20-22-106-004-0000 (Lot 7)	20-22-106-031-0000 (Lot 8)

EASEMENTS FOR THE BENEFIT OF THE FOREGOING PARCELS OVER AND ACROSS THE FOLLOWING PARCELS:

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## EASEMENT PARCEL A:

PERMANENT AND PERPETUAL EASEMENT IN FAVOR OF THE LAND INSURED HEREIN, AS CREATED BY GRANT FROM PITTSBURGH, FORT WAYNE AND CHICAGO RAILWAY COMPANY TO CITY OF CHICAGO, A MUNICIPAL CORPORATION, DATED MARCH 21, 1957, AND RECORDED APRIL 16 1957 AS DOCUMENT 16879228, FOR COLUMNS IN, FOR CONSTRUCTION AND OPERATION OF THE SKYWAY OVER, FOR FOUNDATIONS UNDER, FOR SEWERS UNDER AND FOR THE BENEFIT AND USE FOR HIGHWAY PURPOSES OVER AND ACROSS THE LAND DESCRIBED THEREIN FOR THE CONSTRUCTION AND OPERATION OF THE CALUMET SKYWAY TOLL BRIDGE AND PRESENT AND FUTURE CONNECTING HIGHWAYS SITUATED IN COOK COUNTY ILLINOIS.

## EASEMENT PARCEL B:

A PERMANENT AND PERPETUAL EASEMENT IN FAVOR OF THE LAND INSURED HEREIN, AS CREATED BY GRANT FROM CHICAGO AND WESTERN INDIANA RAILROAD COMPANY AND THE BELT RAILROAD COMPANY OF CHICAGO TO THE CITY OF CHICAGO, A MUNICIPAL CORPORATION RECORDED AS DOCUMENT 16976813 ABOVE AND OVER THE LAND DESCRIBED THEREIN FOR VIADUCT AND PUBLIC USE AND THE CONSTRUCTION OF THE VIADUCT FICOR SYSTEM AND DECK AND THE USE THEREOF BY THE PUBLIC FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR AND USE OF THE CALUMET SKYWAY TOLL BRIDGE, AND FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND USE OF THE BRIDGE DECKING, FOUNDATIONS, SUPPORTS AND DRAINAGE SYSTEM OF THE CALUMET SKYWAY TOLL BRIDGE, OVER AND ACROSS THE LAND DESCRIBED THEREIN.

## EASEMENT PARCEL C:

A PERMANENT AND PERPETUAL EASEMENT IN FAVOR OF THE LAND INSURED HEREIN, AS CREATED BY GRANT FROM THE NEW YORK CENTRAL RAILROAD COMPANY TO CITY OF CHICAGO, A MUNICIPAL CORPORATION, DATED MAY 17, 1957 AND RECORDED MARCH 4, 1958 AS DOCUMENT 17147264 FOR THE PURPOSE OF CONSTRUCTION, MAINTENANCE AND OPERATION OF THE CALUMET SKYWAY TOLL BRIDGE, INCLUDING FOUNDATIONS, COLUMNS, SEWERS, AND APPURTENANCES IN CONNECTION THEREWITH, OVER AND ACROSS THE LAND DESCRIBED THEREIN.

## EASEMENT PARCEL D:

EASEMENT IN FAVOR OF THE LAND INSURED HEREIN, AS CREATED BY GRANT FROM QUAM-NICHOLS COMPANY TO THE CITY OF CHICAGO RECORDED AUGUST 6, 1957, AS DOCUMENT 16978007 FOR THE CONSTRUCTION, MAINTENANCE AND USE OF THE DOCK SYSTEM, DRAINAGE, SYSTEM AND OTHER APPURTENANCES ATTACHED THERETO OF THE GRANTEE, THE CITY OF CHICAGO AND THE AIR RIGHTS IN PERPETUITY OVER AND ABOVE AN INCLINED PLANE FROM AN

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ELEVATION OF 30.74 FEET AT THE EASTERLY LIMITS OF THE HEREINAFTER DESCRIBED PREMISES BELONGING TO THE GRANTOR TO AN ELEVATION OF 30.49 FEET, CITY OF CHICAGO DATUM, OVER AND ACROSS THE LAND DESCRIBED THEREIN.

## EASEMENT PARCEL E:

PERPETUAL EASEMENT AND RIGHT OF WAY IN FAVOR OF THE LAND INSURED HEREIN, AS CREATED BY INSTRUMENT DATED FEBRUARY 15, 1957 AND RECORDED JANUARY 22, 1959 AS DOCUMENT 17434497, IN FAVOR OF THE CITY OF CHICAGO, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, MAINTAIN PILLARS FOR THE CALUMET SKYWAY TOLL BRIDGE AND FOR CONSTRUCTING, MAINTAINING AND PERPETUALLY OPERATING SAID SKYWAY, OVER AND ACROSS THE LAND DESCRIBED THEREIN.

## EASEMENT PARCEL F:

EASEMENT IN FAVOR OF THE LAND INSURED HEREIN, DATED SEPTEMBER 9, 1957 AND RECORDED SEPTEMBER 11, 1957 AS DOCUMENT 17009170, FROM THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY TO THE CITY OF CHICAGO, FOR THE PURPOSES OF CONSTRUCTING, INSPECTING, MAINTAINING, REPAIRING AND USING THE CALUMET SKYWAY TOLL BRIDGE, OVER AND ACROSS THE LAND DESCRIBED THEREIN.

## EASEMENT PARCEL G:

A PERMANENT AND PERPETUAL EASEMENT IN FAVOR OF THE LAND INSURED HEREIN, AS CREATED BY GRANT FROM THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO, A MUNICIPAL CORPORATION, TO CITY OF CHICAGO, A MUNICIPAL CORPORATION, DATED JANUARY 9, 1958 AND RECORDED NOVEMBER 26, 1958, AS DOCUMENT 17388689 FOR THE PURPOSE OF CONSTRUCTION, OPERATION AND MAINTENANCE OF THE CALUMET SKYWAY TOLL BRIDGE, OVER AND ACROSS THE LAND DESCRIBED THEREIN.

## EASEMENT PARCEL H:

A PERMANENT AND PERPETUAL EASEMENT IN FAVOR OF THE LAND INSURED HEREIN, AS CREATED BY GRANT FROM THE ILLINOIS CENTRAL RAILROAD COMPANY TO THE CITY OF CHICAGO, A MUNICIPAL CORPORATION, DATED AUGUST 1, 1957 AND RECORDED NOVEMBER 26, 1957 AS DOCUMENT 17074729 (SUBJECT TO AN UNRECORDED AGREEMENT, DATED AUGUST 1, 1957, BY AND BETWEEN SAID PARTIES AS DISCLOSED BY SAID DOCUMENT 17094729) FOR THE PURPOSE OF CONSTRUCTION, INSPECTING, MAINTAINING, REPAIRING AND USING THE CALUMET SKYWAY TOLL BRIDGE, OVER AND ACROSS THE LAND DESCRIBED THEREIN.