

EXHIBIT C
DEPARTMENT OF WATER MANAGEMENT LETTER



CITY OF CHICAGO

DEPARTMENT OF WATER MANAGEMENT

February 11, 2026

City of Chicago
Department of Transportation
Division of Project Development / PUBLIC WAY
2 N. LaSalle Street, Suite 950
Chicago, IL 60602-2570

Attn: Mr. Jai Kalayil
Deputy Commissioner

Re: Proposed Dedication Ordinance
27th Ward
For: Bally's Chicago Operating Company LLC

**Dedication within the area bounded by W Grand Ave, N Halsted St, W Chicago Ave,
and the North Branch Chicago River to be a continuation of N Jefferson St.**

OUC File No. VD-132552

M&P Project No. 09-27-25-4106
Water Atlas Page 253A and 253C
Sewer Atlas Page 39-3-23

Dear Mr. Kalayil:

This letter is in response to your inquiry concerning the proposed dedication. After reviewing our records, the Department of Water Management (DWM) has determined the following:

I) DWM - Water Section

The Water Section has no objection to the proposed dedication subject to the following conditions:

1. Existing 13-foot Diameter Water Tunnel

There is an existing 13-foot diameter water tunnel that crosses the proposed N Jefferson Street under vacated N Desplaines Street from approximately vacated W Ohio Street to vacated W Erie Street. This is an extremely critical facility and must be protected.

Any caissons or drilled shafts must comply with the requirements of the attached letters regarding EFP-129321 dated September 3, 2025, attached hereto as **Exhibit A**, and DEEFP-133130 dated November 24, 2025, attached hereto as **Exhibit B**.

2. Proposed 16-inch Diameter Water Main

To serve the casino and the surrounding development, a 16-inch water main is required in the proposed N Jefferson Street, connecting to the existing 36-inch water main in W Grand Avenue at N Jefferson Street and the existing 12-inch water main in W Erie Street at N Union Avenue. The following requirements apply:

- a. The DWM will allow the private contractor of Bally's Corporation to install approximately 1392 feet of 16-inch water main in proposed N Jefferson Street. The DWM will make connections to the existing water mains in W Erie Street and

W Grand Avenue, as well as provide resident engineering services, valve operations, and water quality testing for the above-mentioned work. Bally's Casino's contractor will be responsible for obtaining all applicable permits, traffic control, tracing equipment, excavation/OSHA shoring, backfilling/compaction, abandonment of appurtenances (valve boxes/valve basins) and all restoration to CDOT standards.

- b. The estimated cost to provide the above-mentioned services is **\$235,500.00**, based on *premium time*. Please note that this estimate is based on current rates for labor, material, equipment, and overhead charges, but actual costs will be submitted for payment upon completion of the work. Note that the contractor will be responsible for obtaining all applicable permits, excavation/OSHA shoring, backfilling/compaction, and all restoration to CDOT standards. The DWM will backfill the excavated areas for the water main connections after construction, but the private contractor of Bally's Casino shall be responsible for all final restoration.
- c. DWM acknowledges receipt of the **\$235,500.00** deposit.
- d. Installation of the water main may begin before the dedication of N Jefferson Street has been completed subject to the terms of the *Permanent Easement Agreement Regarding Future Jefferson Street Right of Way- Infrastructure and Water Management Facilities* (Document No. 2530221011, recorded October 29, 2025), attached hereto as **Exhibit C**.
- e. All water services no longer in use must be permanently terminated as part of the proposed development by permit per DWM standards.
- f. See the attached letter regarding BES Project No. 22-12:024.02 Revision 1 dated October 29, 2025, for additional information, attached hereto as **Exhibit D**.

For questions regarding water facilities, please contact Andrew McFarland at andrew.mcfarland@cityofchicago.org.

II) DWM - Sewer Section

Based on sewer records, the following public sewers and associated structures are present within and adjacent to the area proposed for dedication:

- A. A 36-inch sewer in vacated W Erie St crossing through proposed Jefferson St dedication and continuing east to NPDES #098 at the North Branch of the Chicago River
- B. A 60-inch sewer in vacated W Erie St, per Ordinance Doc. 17604785 on July 21, 1959, crossing through proposed Jefferson St dedication and continuing east to NPDES #098 at the North Branch of the Chicago River.

To manage surface drainage from the area proposed for dedication, the Beneficiary shall install a private storm drainage system at its sole cost and expense. This system will discharge into the river via an outfall pipe located on the Beneficiary's property, immediately north of the Grand Ave Right-of-Way (ROW).

While the system is intended for future public dedication, any portion situated outside the future dedicated ROW must be covered by an easement. Consequently, the Beneficiary is responsible for establishing and granting this easement via a Grant of Outfall Sewer Pipe Easement Agreement. The Beneficiary shall retain full responsibility for the maintenance and operation of the private storm drainage system until the proposed dedication is formally recorded, the outfall easement is established, and the DWM formally accepts ownership.

The Sewer Section has no objection to the proposed dedication, provided the following will remain in effect:

- 1) All terms of the existing *Permanent Easement Agreement Regarding Future Jefferson Street Right of Way- Infrastructure and Water Management Facilities* (Document No. 2530221011, recorded October 29, 2025) shall remain in effect, attached hereto as **Exhibit C.**
- 2) All sewer mains and structures to serve the proposed dedication shall remain private and under the Beneficiary's maintenance responsibility until:
 - a) The proposed dedication is passed by City Ordinance.
 - b) A Sewer and Access Easement is executed with the DWM for the proposed sewer north of Grand Avenue and east of the proposed dedication.
 - c) The DWM issues Final Acceptance of the sewer infrastructure. To obtain Final Acceptance, the Beneficiary must fulfill the following:
 - i. All proposed sewers must be professionally cleaned. Inspection videos must be submitted to the DWM within 30 days of cleaning for approval.
 - ii. Completion report and final walk-through with developer, engineer, contractor, and City staff
 - iii. Final as-built drawings, signed and sealed by a licensed Professional Engineer or Surveyor, must be submitted to and approved by the DWM.

If there are any questions regarding the sewer facilities, contact Alexander Huynh at 312-744-4420 and Anupam Verma at 312-742-7108.

Very truly yours,

A handwritten signature in blue ink that reads "Randy Conner" followed by a stylized "HK" monogram.

Randy Conner
Commissioner



CITY OF CHICAGO

DEPARTMENT OF WATER MANAGEMENT

September 3, 2025

Bally's Corporation
100 Westminster Street
Providence, RI 02903

Attention: Robert Marra
Project Director

**SUBJECT: Proposed Drilled Shafts and H Piles
Bally's Casino
703 W Chicago Avenue
BES Project No. 22-12:024.06
OUC File No. EFP-129321**

Mr. Marra:

This correspondence is in response to an Office of Underground Coordination transmittal, dated February 18, 2025, and revised plans received August 18, 2025, for the subject project.

The Department of Water Management - Water Section

This Department maintains the following existing, sensitive and extremely critical facilities:

- 13 Foot DesPlaines Street Tunnel
- 14 Foot Chicago Avenue Construction Shaft
- 14 Foot River Shaft
- 10 Foot Shallow Tunnel Connection between the 14 Foot River Shaft and the 14 Foot Chicago Avenue Construction Shaft
- 16 Foot Chicago Avenue Lake and Land Tunnel

This Department's records indicate that the 13-foot DesPlaines Street Tunnel, 10-foot Shallow Tunnel, and the 14-foot Chicago Avenue Construction Shaft are within the Bally's Corporation project limits.

Per the letters of reliance sent to the DWM on March 11, 2025, titled "GEI Letter_BCC_DWM Tunnel Loading at Hotel_03-11-2025" and "MKA_DWM Tunnel Strain Evaluation Letter_20250311", Bally's Corporation consultant, GEI Consultants, Inc, P.C., is issuing reliance that the 10-foot Shallow Tunnel, Chicago Avenue Construction Shaft, and DesPlaines Street Deep Tunnel will not be compromised as a result of the proposed construction work.

Bally's Corporation must maintain at least 30 feet of directly adjacent horizontal clearance from the outside faces of all theoretical locations of the 13-foot DesPlaines Street Deep Tunnel to account for potential variation in actual built tunnel/shaft locations and to prevent potential loading of the tunnel/shaft lining as a result of drilled shafts for caissons. The following drilled shafts for caissons supporting Pier 1 and Pier 2 are within the 30 feet of horizontal clearance from the 13-foot DesPlaines Street Deep Tunnel: Bridge Approach Shafts A, B, C, and D; Shaft 1-1-D; Shaft 1-1-C; and Shaft 1-2-D.

In order to accommodate the proposed drilled shafts for caissons, this Department must provide a resident engineer to be present on site during the installation of the proposed shafts for caissons that are within the 30-foot directly adjacent horizontal clearance from the outside faces of all theoretical locations of the existing 13-foot DesPlaines Street Deep Tunnel. The estimated cost for resident engineering services is **\$3,506.00**. Please note that this estimate is based on current labor rates (including overhead charges), but the actual costs of the resident engineering services will be submitted for payment.

An invoice for the estimated cost of resident engineering services has been prepared by the Department of Water Management and is attached to this letter. To pay online, go to [-pay.cityofchicago.org](https://pay.cityofchicago.org) (City of Chicago Payment Portal) and click on the Get Started icon under Other City Fees. This will take you to the payment section where you will enter your Account Number and Invoice Number. This information can be found on the top line of the invoice along with the billing date and amount due current. The portal will accept credit card payments and electronic checks. The remitter will receive a receipt via email as proof of payment. **This invoice must be paid within 60 days of the billing date, or your account will be put on hold.**

Once the payment has been submitted and accepted by the City of Chicago, the applicant should submit a copy of the receipt along with this letter and invoice to DWMREServicesPayments@cityofchicago.org. Upon receipt of the proof of payment, the Chicago Department of Water Management will be available to coordinate and schedule a resident engineer; follow the instructions below to schedule the resident engineer.

It is required that the Force Account Construction Manager be contacted at FACM@dwmpmo.net two weeks prior to the anticipated construction date so a resident engineer can be assigned to the project. The DWM resident engineer will adhere to the schedule provided by Chicago Community Builders Collective, unless notified otherwise.

Bally's Corporation will not compromise the DesPlaines Street Deep Tunnel, 10-foot Shallow Tunnel, or Chicago Avenue Construction Shaft, and is not permitted to stockpile within 30 feet of the Chicago Avenue Construction Shaft. Bally's Corporation must grant DWM forces immediate access to the Chicago Avenue Construction Shaft within the construction zone, if requested by DWM.

This Department's utility separation requirements are as follows: The minimum vertical clearance (edge-to-edge) from all water mains is 18 inches. For feeder mains (water mains 16-inches and larger), the minimum horizontal clearance (edge-to-edge) is five (5) feet, and for grid mains (water mains less than 16-inches), the minimum horizontal clearance (edge-to-edge) is three (3) feet. No proposed above ground facility (tree, planter box, light pole, etc.) can be closer than five (5) feet (edge-to-edge) from a water main or closer than three (3) feet (edge-to-edge) from a water service. Should the DWM require access to its facilities, it will not be responsible for the costs to remove or support any above ground structures adjacent to its facilities.

All new curb installations adjacent to fire hydrants must be painted 'safety yellow' for 15 feet on each side of the fire hydrant except where the 15-foot dimension intersects a crosswalk, driveway or similar feature. In no case shall the installation of any proposed facility be closer than five (5) feet from a fire hydrant or fire hydrant lead.

Extreme caution is to be taken to ensure that no facility owned and maintained by this Department is damaged during construction. If damage occurs to any facilities, Bally's Corporation will be held responsible for the cost of repairing or replacing the facilities.

Please note that the details described above are valid for 90 days from the date of this letter, after which time, Bally's Corporation will be responsible for re-submitting plans to this Department for review and revision of the estimate of cost, as needed. ***Failure to comply with the provisions in this correspondence may result in additional expenses to the proposed project to verify that all work conforms to DWM's standards.***

If there are any questions regarding the water facilities, please contact the Bureau of Engineering Services at 312-744-5070.

Sincerely,

Randy Conner

Randy Conner
Commissioner

JB



BALLY'S CORPORATION
100 WESTMINSTER STREET
PROVIDENCE, 02903

BILLING DATE	BUSINESS NAME	ACCOUNT NUMBER	INVOICE NUMBER	AMOUNT DUE
09/04/2025	BALLY'S CORPORATION	119554	491348	\$3,506.00

CITY DEPARTMENT	DATE OF SERVICE	WORK ORDER NUMBER	LINE DESCRIPTION	LOCATION	AMOUNT
Water Management			088-296-30-FA ESTIMATED SD	BES 22-12:024.06/ 703 W. CHICAGO AVENUE	\$3,506.00

To avoid further collection efforts, Please remit the amount due within 60 days

Online: Scan the QR code above or visit <https://chipay.chicago.gov>
Paying online is easy and secure. Save time and get immediate payment confirmation.

By Mail: Make check or money order payable to the City of Chicago and include your account number and invoice number to ensure proper posting. Send your payment with the coupon below to:

CITY OF CHICAGO FMPS
P.O. Box 71630
Chicago, IL 60694-7163

Detach and return bottom portion with your payment.

BILLING DATE	ACCOUNT NUMBER	INVOICE NUMBER	AMOUNT DUE
09/04/2025	119554	491348	\$3,506.00

BALLY'S CORPORATION
100 WESTMINSTER STREET
PROVIDENCE, 02903

AMOUNT PAID

491348100003506005



CITY OF CHICAGO

DEPARTMENT OF WATER MANAGEMENT

November 24, 2025

Bally's Corporation
100 Westminster Street
Providence, RI 02903

Attention: Robert Marra
Project Director

**SUBJECT: Proposed Drilled Shafts and Caissons Retaining Wall 7
Bally's Casino
703 W Chicago Avenue
BES Project No. 22-12:024.06
OUC File No. DEEFP-133130**

Mr. Marra:

This correspondence is in response to an Office of Underground Coordination transmittal, dated September 9, 2025, and revised plans received November 11, 2025, for the subject project.

The Department of Water Management - Water Section

This Department maintains the following existing, sensitive and extremely critical facilities:

- 13 Foot DesPlaines Street Tunnel
- 14 Foot Chicago Avenue Construction Shaft
- 14 Foot River Shaft
- 10 Foot Shallow Tunnel Connection between the 14 Foot River Shaft and the 14 Foot Chicago Avenue Construction Shaft
- 16 Foot Chicago Avenue Lake and Land Tunnel

This Department's records indicate that the 13-foot DesPlaines Street Tunnel, 10-foot Shallow Tunnel, and the 14-foot Chicago Avenue Construction Shaft are within the Bally's Corporation project limits.

Per the letters of reliance sent to the DWM on March 11, 2025, titled "GEI Letter_BCC_DWM Tunnel Loading at Hotel_03-11-2025" and "MKA_DWM Tunnel Strain Evaluation Letter_20250311", Bally's Corporation consultant, GEI Consultants, Inc, P.C., is issuing reliance that the 10-foot Shallow Tunnel, Chicago Avenue Construction Shaft, and DesPlaines Street Deep Tunnel will not be compromised as a result of the proposed construction work.

Bally's Corporation must maintain at least 30 feet of directly adjacent horizontal clearance from the outside faces of all theoretical locations of the 13-foot DesPlaines Street Deep Tunnel to account for potential variation in actual built tunnel/shaft locations and to prevent potential loading of the tunnel/shaft lining as a result of drilled shafts for caissons. Three (3) proposed drilled shafts for caissons supporting retaining wall 7 are permitted within the 30 feet of horizontal clearance limit from the 13-foot DesPlaines Street Deep Tunnel and should not exceed the proposed elevation of -65.0 CCD. Any variation in the plan during excavation should be reviewed and approved by CDWM before any new structure loadings are applied to the caissons.

In order to accommodate the three (3) proposed drilled shafts for caissons, this Department must provide a resident engineer to be on site immediately prior to and during caisson construction to confirm the caissons are built at the location, bearing elevation, and size shown on the drawings the outside faces of all theoretical locations of the existing 13-foot DesPlaines Street Deep Tunnel. The estimated cost for resident engineering services is **\$1,794.00**. Please note that this estimate is based on current labor rates (including overhead charges), but the actual costs of the resident engineering services will be submitted for payment.

An invoice for the estimated cost of resident engineering services has been prepared by the Department of Water Management and is attached to this letter. To pay online, go to [-pay.cityofchicago.org](https://pay.cityofchicago.org) (City of Chicago Payment Portal) and click on the Get Started icon under Other City Fees. This will take you to the payment section where you will enter your Account Number and Invoice Number. This information can be found on the top line of the invoice along with the billing date and amount due current. The portal will accept credit card payments and electronic checks. The remitter will receive a receipt via email as proof of payment. **This invoice must be paid within 60 days of the billing date, or your account will be put on hold.**

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This Department's utility separation requirements are as follows: The minimum vertical clearance (edge-to-edge) from all water mains is 18 inches. For feeder mains (water mains 16-inches and larger), the minimum horizontal clearance (edge-to-edge) is five (5) feet, and for grid mains (water mains less than 16-inches), the minimum horizontal clearance (edge-to-edge) is three (3) feet. No proposed above ground facility (tree, planter box, light pole, etc.) can be closer than five (5) feet (edge-to-edge) from a water main or closer than three (3) feet (edge-to-edge) from a water service. Should the DWM require access to its facilities, it will not be responsible for the costs to remove or support any above ground structures adjacent to its facilities.

All new curb installations adjacent to fire hydrants must be painted 'safety yellow' for 15 feet on each side of the fire hydrant except where the 15-foot dimension intersects a crosswalk, driveway or similar feature. In no case shall the installation of any proposed facility be closer than five (5) feet from a fire hydrant or fire hydrant lead.

Extreme caution is to be taken to ensure that no facility owned and maintained by this Department is damaged during construction. If damage occurs to any facilities, Bally's Corporation will be held responsible for the cost of repairing or replacing the facilities.

Please note that the details described above are valid for 90 days from the date of this letter, after which time, Bally's Corporation will be responsible for re-submitting plans to this Department for review and revision of the estimate of cost, as needed. ***Failure to comply with the provisions in this correspondence may result in additional expenses to the proposed project to verify that all work conforms to DWM's standards.***

If there are any questions regarding the water facilities, please contact the Bureau of Engineering Services at 312-744-5070.

Sincerely,

Randy Conner HK

Randy Conner
Commissioner

JB



BALLY'S CORPORATION
100 WESTMINSTER STREET
PROVIDENCE, 02903

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CITY OF CHICAGO FMPS
P.O. Box 71630
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Detach and return bottom portion with your payment.

BILLING DATE	ACCOUNT NUMBER	INVOICE NUMBER	AMOUNT DUE
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BALLY'S CORPORATION
100 WESTMINSTER STREET
PROVIDENCE, 02903

AMOUNT PAID

493026100001794008



2530221011

DOCUMENT PREPARED BY AND
AFTER
RECORDING, RETURN TO:

City of Chicago
Department of Water Management
1000 E. Ohio St.
Chicago, IL 60611
Attention: Karen Bielarz
Managing Deputy
Commissioner
Regulatory and Legal Affairs

Doc# 2530221011 Fee \$88.00
ILRHSP FEE:\$18.00 RPRF FEE:\$1.00
Monica Gordon
Cook County Clerk's Office
Date: 10/29/2025 11:23 AM
PAGE: 1 of 54

P.I.N.s: 17-09-112-008;
17-09-100-017; 17-09-100-018

PERMANENT EASEMENT AGREEMENT
REGARDING FUTURE JEFFERSON STREET RIGHT OF WAY -
INFRASTRUCTURE AND WATER MANAGEMENT FACILITIES

This Permanent Easement Agreement (the "Agreement") is made and entered into as of this 27th day of October, 2025 ("Effective Date"), by and between **Bally's Chicago Operating Company, LLC**, a Delaware limited liability company ("**Developer**"), **GLP Capital, L.P.** a Pennsylvania limited partnership ("**Fee Title Holder**"), and the **City of Chicago**, an Illinois home rule municipal corporation (the "**City**"), by and through its **Department of Water Management ("DWM")**.

Witnesseth:

WHEREAS, Developer is the exclusive tenant of a long term ground lease of certain real property (the "**Developer Parcel**") located at 777 W. Chicago Avenue, Chicago, Illinois 60654. A full legal description of this **Developer Parcel** is set forth in Exhibit A, which is attached hereto and incorporated by reference; and

WHEREAS, The Fee Title Holder is the owner of the Developer Parcel subject to a

ground lease. The Fee Title Holder joins this Agreement solely for the grant and conveyance of the easement granted herein subject to the terms of this Agreement. The Fee Title Holder shall not be responsible nor liable for any other obligation hereunder whatsoever, including any and all obligations of the Developer herein; and

WHEREAS, Developer plans to develop a casino, hotels, entertainment venue, residential buildings and office buildings on the Developer Parcel (the "**Developer Project**"); and

WHEREAS, the Developer understands and agrees that in order to receive certain approvals required by the City, the Developer must agree to and comply with terms and conditions set forth in various OUC files related to the Developer Project (the "**DWM OUC Files**"); and

WHEREAS, subject to the terms and conditions of this Agreement and the DWM OUC Files, Developer has agreed to construct and install, or shall cause its contractors to construct and install certain water and sewer infrastructure improvements (the "**Developer DWM Facility Work**"), specifically the installation of a 16" public watermain ("**Water Main Easement**") and a 36" sewer diversion pipe which diverts flow from the existing 36" brick sewer to the existing 60" RCP sewer and installation of sheeting along the 60" RCP Sewer located within the Permanent DWM Easement Parcel Area ("**Sewer Facilities Temporary Easement**") (together "**DWM Facilities**") within the entire width and length of the area proposed for the future dedication as a right-of-way ("**Future Dedicated Right of Way**"), and which such area is designated as the "**Permanent DWM Easement Parcel Area**" located on a portion of the Developer Parcel. A Plat of Easement (the "**Plat**") depicting and legally describing the Permanent DWM Easement Parcel Area is attached hereto as Exhibit B; and

WHEREAS, the Developer DWM Facility Work shall include the work described in Section 6 and set forth on Exhibit C attached hereto and any update to the completion dates set forth in Exhibit D ("**Developer DWM Facility Work Schedule**"), attached hereto and made a part hereof, will be performed in compliance with (1) the City's DWM standards and requirements and subject to inspection by DWM during construction; (2) the standards and requirements of the Department of Transportation ("**CDOT**"); and (3) in compliance with all applicable federal, State, and local laws, ordinances, rules, regulations, including but not limited to the Illinois Environmental Protection Agency ("**IEPA**") regulations (collectively, "**All Applicable Laws**"), and consistent with the Developer Project; and

WHEREAS, the Developer DWM Facility Work shall include the following and the work described in Section 6 hereof:

- (i) the construction and installation of a 36" sewer diversion pipe which diverts flow from the existing 36" brick sewer in the Erie Street right of way to the existing 60" RCP sewer located within the Permanent DWM Easement Area; and
- (ii) Completion of work in Erie St which includes diverting flow from the existing catch basins and private sewer laterals which currently drain to the existing 36" brick sewer to the existing 60" RCP sewer located within the Permanent DWM Easement Area; and

(iii) removal of 36" sewer diversion pipe and abandonment of existing 36" brick sewer in the Erie Street right of way, as more fully detailed in the "June 13, 2025 DWM Sewer Diversion Involvement Letter", attached hereto and made a part hereof as Exhibit E; and

(iv) installation of sheeting along both sides of the existing 60" RCP Sewer located within the Permanent DWM Easement Parcel Area; and

(v) the construction and installation of the following:

- a. a 16" watermain in the Future Dedicated Right of Way;
- b. a 16" water main in a casing pipe under the railroad tracks at the existing W Erie Street ROW;
- c. a 16" water main in the existing W Erie Street ROW including a connection to the existing 12" water main at N Union Street;
- d. a connection to the existing 36" water main in the existing W Grand Avenue ROW; and
- e. all hydrants, valve and other appurtenances.

WHEREAS, Developer and Fee Title Holder have agreed to grant to the City a permanent DWM easement ("**Permanent DWM Easement**"), in, on, over, under and through a portion of the Developer Parcel, namely the Permanent DWM Easement Parcel Area depicted and described on the Plat, Exhibit B, subject to the conditions set forth in Section 3 herein. The Water Main Easement in, on, over, under and through the Permanent DWM Easement Parcel Area shall serve the Developer Project. The Developer and Fee Title Holder shall subsequently convey, transfer, and dedicate, subject to CDOT standards and requirements and All Applicable Laws, the Permanent DWM Easement Parcel Area to the City as a dedicated public right-of-way;

NOW, THEREFORE, in consideration of mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals**

The above recitals are incorporated by reference and made a part of this Agreement.

2. **Grant of Permanent DWM Easement, Use, and Access.**

- a. **Grant of Permanent DWM Easement.** On the Effective Date, and subject to the terms and conditions of this Agreement, Developer and Fee Title Holder hereby grants and conveys, subject to the conditions set forth in Section 3 herein, the Permanent DWM Easement in, on, over, under, and through the Permanent DWM Easement Parcel Area for the purposes detailed in this Agreement. The Permanent DWM Easement is depicted on the Plat of Easement, and legally described on the corresponding legal description of same on Exhibit B granted for the purpose of access, use, inspection, maintenance, repair, and rehabilitation of the Water Main Easement within the Permanent Easement Parcel Area. The Fee Title Holder joins this Agreement solely for the grant and conveyance the Permanent DWM Easement

granted herein subject to the terms of this Agreement. The Fee Title Holder shall not be responsible nor liable for any other obligation hereunder whatsoever, including any and all obligations of the Developer herein.

3. Conditions of Permanent DWM Easement.

The Permanent DWM Easement granted by Section 2 shall be subject to the following conditions:

- a. The Permanent DWM Easement must encompass the entire width and length in, on, over, under and through the Permanent DWM Easement Parcel Area proposed for the Future Dedicated Right-of-Way.
- b. DWM shall have all rights and privileges associated with a dedicated right-of-way.
- c. Except for the Jefferson Street roadway and supporting structures for the Jefferson St bridge supported with caissons and bridge approach soldier pile and retaining walls ("Roadway and Supporting Structures"), no permanent buildings or other permanent structures shall be erected upon, on, in, or over the entire width and length of the Permanent Easement Parcel Area unless approved by DWM.
- d. Developer shall hold harmless and indemnify the City for all Claims, including but not limited to, Claims arising out of or associated with the construction of the Roadway and Supporting Structures, as set forth in Section 7(a) herein.
- e. Prior to the dedication of the Future Dedicated Right-of-Way, and prior to and during the Developer's abandonment of the entire 36-inch sewer on Erie Street, DWM shall have continuous seven (7) days per week, 24-hour daily access without any obstructions including but not limited to any fences, gates, or bollards to the Permanent DWM Easement Parcel Area. During construction of the DWM Facilities and the Roadway and Supporting Structures within the Future Dedicated Right-of-Way, Developer intends to secure the Developer Parcel and shall maintain, and shall continue to provide DWM with continuous seven (7) days per week, 24-hour daily access, twenty-four (24) hour security personnel, and DWM accessible fencing with security gate to the Permanent DWM Easement Parcel Area within the perimeter of the Developer Parcel. Developer emergency contact information of the security firm personnel that shall have access to and provide DWM with continuous seven (7) days per week, 24-hour daily access, to the Permanent DWM Easement Parcel Area and DWM's emergency contact information are both set forth in Section 9 below. DWM shall have continuous seven (7) days per week, 24-hour daily access without obstruction, as required by the June 13, 2025 DWM Sewer Diversion Involvement Letter, Exhibit E, and as set forth in this subsection, including during the construction phase of the DWM Facilities and the Roadway and Supporting Structures.

- f. All proposed plans for improvements or changes must be submitted to and approved by DWM prior to construction. DWM must be present for and inspection of the construction and installation of the Easement Water Main.
- g. Prior to dedication of the Future Dedicated Right-of-Way, and prior to and during the Developer's abandonment of the entire 36-inch sewer on Erie Street, pursuant to the terms and conditions of the June 13, 2025 DWM Sewer Diversion Involvement Letter, Developer shall be responsible for the repair, renewal, restoration, or replacement of the physical improvements on the Permanent DWM Easement Parcel Area, which may be damaged in connection with the maintenance, repair, replacement, or abandonment of the DWM Facilities and appurtenances. This will no longer be a requirement once (1) the Permanent Easement Parcel Area is a Dedicated Right of Way and (2) the Developer's abandonment of the entire 36-inch sewer on Erie Street, pursuant to the terms and conditions of the June 13, 2025 DWM Sewer Diversion Involvement Letter and the Sewer Facilities Temporary Easement is released, and pursuant to the terms and conditions of this Agreement.
- h. Any adjustments to any DWM Facilities in or to be installed in the Permanent DWM Easement Parcel Area in connection with and caused by the Developer DWM Facility Work must be paid for by the Developer.

4. Dedication/Failure to Dedicate/Release of Easement.

Upon dedication of the Permanent DWM Easement Parcel Area to City as a dedicated public right-of-way ("Dedicated Right-of-Way"), pursuant to this Agreement, and a dedication ordinance and plat of dedication approved by the City Council of the City Chicago, the dedication ordinance and plat of dedication shall be recorded with the Cook County Clerk's Recordings Division at Developer's sole cost and expense. Upon recording of the dedication ordinance and plat of dedication, the Permanent Easement Parcel Area shall automatically merge with the Dedicated Right-of-Way and this Agreement shall automatically terminate, subject to the survival of (1) the Developer's obligation to (a) abandon the entire 36-inch sewer on Erie St and (b) abandon the sewer diversion within the easement, and (c) the City accepting these abandonments as part of the project sewer work; and (2) the Indemnities set forth in Section 8(c) herein for Claims occurring prior to the Conversion Date, as may be extended by mutual agreement of the parties. The Developer shall provide a copy of the recorded dedication ordinance and plat of dedication to the Department of Water Management at the address appearing in Section 9 herein. Thereafter, City shall possess all rights and privileges associated with the Dedicated Right-of-Way.

Should the Developer fail to dedicate the Permanent DWM Easement Parcel Area to City as a Dedicated Right-of-Way on or before December 31, 2026 ("Conversion Date"), unless such Conversion Date is extended by the mutual agreement of the parties, the Permanent DWM Easement shall be perpetual and must encompass the entire width and length in, on, over, under and through the Permanent DWM Easement Parcel Area.

Pursuant to the Section 9 of the June 13, 2025 DWM Sewer Diversion Involvement Letter, the Sewer Facilities Temporary Easement over the 36-inch diversion sewer shall be released

after the Developer (a) abandons the entire 36-inch sewer on Erie St and (b) abandons the sewer diversion within the easement, and after (c) the City accepts these abandonments as part of the project sewer work.

5. Developer Representations.

Developer represents and warrants to City that it, along with the joinder of the Fee Title Holder, possesses, or shall acquire prior to the Effective Date, sufficient consent, authority, title and interest in and to the Permanent Easement Parcel Area to enter into this Agreement, and grant to DWM good and marketable title to the Permanent DWM Easement.

6. Use and Access of the Permanent DWM Easement.

Prior to dedication of the Future Dedicated Right-of-Way, the Permanent DWM Easement shall serve as an easement for the DWM Facilities and appurtenances, subject to the terms and conditions of this Agreement. After the dedication of the Future Dedicated Right-of-Way, the Permanent Easement Parcel Area shall automatically merge with the Dedicated Right-of-Way as set forth in Section 3 above, and DWM shall have rights in the Dedicated Right-of-Way, including but not be limited to the operation and maintenance of the DWM Facilities, as well as for the installation of any additional water main, sewer mains and related appurtenances, or other municipally-owned service facilities now located, or which in the future may be located in and merges with the Dedicated Right-of-Way. The grant of the Permanent DWM Easement to the City includes the right to maintain, abandon and/or remove, renew, and reconstruct the DWM Facilities. Pursuant to Section 3(e), City shall have continuous 24-hour access to the Permanent DWM Easement Parcel Area, free from obstructions such as fences, gates, or bollards, to ensure unimpeded access prior to and after the dedication of the Future Dedicated Right-of-Way. It is further provided, as set forth in Section 3(c) herein, except for Roadway and Supporting Structures, no permanent buildings or other structures shall be erected upon or over the entire width and length of the Permanent DWM Easement Parcel Area unless approved by DWM.

Additionally, as set forth in Section 4 herein, and pursuant to the Section 9 of the June 13, 2025 DWM Sewer Diversion Involvement Letter, the Sewer Facilities Temporary Easement over the 36-inch diversion sewer shall be released after the Developer (a) abandons the entire 36-inch sewer on Erie St and (b) abandons the sewer diversion within the easement, and after (c) the City accepts these abandonments as part of the project sewer work.

City's access shall not unreasonably interfere with Developer's, or its contractors and agents', ability to complete work on the site, whether related to the DWM Facilities or other Developer Project activities.

7. Developer DWM Facility Work.

- a. Upon execution of this Agreement, Developer will be responsible, at its sole cost and expense, for performing and completing the Developer DWM Facility Work, in accordance with the DWM OUC Files and this Agreement.

- b. Developer shall obtain DWM's review and approval of the plans and specifications for the Developer DWM Facility Work, including any update of the completion dates set forth in the Developer DWM Facility Work Schedule, Exhibit D, in accordance with this Agreement. DWM agrees that its approval of the submitted plans and specifications will not be unreasonably withheld or delayed. Upon review and approval by DWM, such plans and specifications shall be known as the "Approved Plans."

In addition to the completion dates set forth on the Developer DWM Facility Work Schedule, the Developer shall adhere to the following applicable Developer DWM Facility Work, and as set forth in this Agreement, and as described in Exhibit C attached hereto:

- (i) the construction and installation of a 36" sewer diversion pipe which diverts flow from the existing 36" brick sewer in the Erie Street right of way to the existing 60" RCP sewer located within the Permanent DWM Easement Area; and
- (ii) Completion of work in Erie St which includes diverting flow from the existing catch basins and private sewer laterals which currently drain to the existing 36" brick sewer to the existing 60" RCP sewer located within the Permanent DWM Easement Area; and
- (iii) removal of 36" sewer diversion pipe and abandonment of existing 36" brick sewer in the Erie Street right of way, as more fully detailed in the "June 13, 2025 DWM Sewer Diversion Involvement Letter", attached hereto and made a part hereof as Exhibit E; and
- (iv) installation of sheeting along both sides of the existing 60" RCP Sewer located within the Permanent DWM Easement Parcel Area; and
- (v) the construction and installation of the following:
 - a. 16" watermain in the Future Dedicated Right of Way; and
 - b. 16" water main in a casing pipe under the railroad tracks at the existing W Erie Street ROW; and
 - c. 16" water main in the existing W Erie Stret ROW including a connection to the existing 12" water main at N Union Street; and
 - d. connection to the existing 36" water main in the existing W Grand Avenue ROW; and
 - e. all hydrants, valves and other appurtenances.
- c. Developer expressly agrees and warrants that the Developer DWM Facility Work shall be designed, constructed, and performed, at all times in a good and workmanlike manner and in compliance with all applicable federal, state local laws and regulations, the Approved Plans, and this Agreement. To that end, Developer shall apply for and receive all necessary building, public way and

other permits required by All Applicable Laws, including the Municipal Code of Chicago ("Permits").

- d. Upon issuance of the Permits for the Developer DWM Facility Work, and permits for other initial work necessary for the Developer Project, Developer shall diligently pursue completion of such Developer DWM Facility Work and, subject to Unavoidable Delays as defined in Section 10(f) below, shall complete such Developer DWM Facility Work in accordance with this Agreement, the Permits, the Approved Plans, and the Developer DWM Facility Work Schedule.
- e. Developer shall be responsible, at its sole cost and expense, for obtaining approvals of or making suitable arrangements with (including payment to) the persons or entities owning or controlling any currently existing utility or public service facility (or replacements or upgrades thereof in currently existing locations) that is duly authorized to occupy a public way and is required to be removed, relocated, altered, additionally maintained or restored because of the Developer DWM Facility Work ("Existing Utility Facilities").
- f. Following the completion of the inspection of the Developer DWM Facility Work in accordance with and pursuant to the Permits, the City will provide a punch list of items of Developer DWM Facility Work that are to be completed by Developer prior to acceptance by the City. Upon Developer's final completion of the Developer DWM Facility Work, including all required punch list items, all in accordance with the Approved Plans, Permits and delivery of as-built plans and assignments of warranties, and acceptance of the Developer DWM Facility Work, the DWM Commissioner shall provide the Developer with a separate written close out letter for the Developer DWM Facility Work, as required by the respective DWM OUC Files and this Agreement, and accepting the Developer DWM Facility Work.
- g. The Developer agrees that it will conduct and perform the Developer DWM Facility Work consistent with the obligations, requirements and timing in DWM OUC Files and this Agreement and subject to the final approval and acceptance of DWM.
- h. DWM will accept the Developer DWM Facility Work only after receiving from the Developer, and then reviewing and approving the following with regard to the Developer DWM Facility Work: Construction as-built drawings; and all applicable Permits related to the Developer DWM Facility Work. The Developer understands and agrees that Developer's compliance with this Section of the Agreement is a necessary, though not the only, condition for DWM's acceptance of the DWM Developer Facility Work.

8. Indemnities, Insurance, and Liens.

a. Indemnity of City by Developer. To the full extent of All Applicable Laws, Developer hereby agrees to indemnify, hold harmless and defend City, its officials, officers, employees, contractors, and agents ("**City Parties**") from and against any and all claims, demands, damages, lawsuits, legal proceedings, losses, liens, liabilities, judgments, orders or decrees, and all costs and expenses (including, without limitation, actual attorneys' fees, court costs, and other reasonable expenses of litigation) ("**Claims**"), for the death or injury of any person or persons, or property damage whatsoever and for Claims associated with any municipally-owned service facilities arising or resulting from any Developer Parties' performance or non-performance of the Developer DWM Facility Work, and/or the Permanent DWM Easement, or Claims arising out of the use of or entry into the Permanent DWM Easement Parcel Area or Developer Parcel, and Claims arising out of or associated with the construction of the Roadway and Supporting Structures, or the performance of work in or on the Permanent DWM Easement Parcel Area by Developer, its employees, agents, and contractors ("**Developer Parties**"). In the event City receives notice of a Claim for which it desires to be covered by this indemnity, City shall notify Developer in writing and tender said defense to Developer. In such event, Developer shall appear in City's name and shall vigorously defend such Claim at Developer's expense. City shall cooperate with Developer and may, but is not obligated to, reasonably participate in the defense of the Claim; provided however, that Developer shall not enter into any settlement of any such Claim without the consent of City, which consent shall not be unreasonably withheld or denied. This remedy is not exclusive. Notwithstanding anything to the contrary contained herein, in no event shall any Claim include claims, demands, damages, lawsuits, legal proceedings, losses, liens, liabilities, judgments, orders or decrees, and all costs and expenses resulting from the negligence of willful misconduct or any City Party. The Developer, as the leasehold title holder of the Permanent DWM Easement Parcel Area, shall indemnify, hold harmless the Fee Title Holder arising or resulting from any Developer Parties' performance or non-performance of the Developer DWM Facility Work, and/or the Permanent DWM Easement, or Claims arising out of the use of or entry into the Permanent DWM Easement Parcel Area or Developer Parcel, or the performance of work in or on the Permanent DWM Easement Parcel Area by the Developer Parties.

b. Indemnity of Developer by City. To the full extent of the Law, City shall indemnify, hold harmless and defend Developer and the Fee Title Holder for Claims for personal injury or property damage arising from or as a result of the negligence or willful misconduct of City employees' entry into the Permanent Easement Parcel Area, or their performance of work in or on the Permanent Easement Parcel Area ("**City Claims**") except to the extent such Claims, City Claims, or City Contractor Claims arise, result from, or are caused by any of the Developer Parties. City shall cause its contractors to indemnify, hold harmless and defend the City, Developer and the Fee Title Holder, and their officers, employees,

and agents from and against any and all Claims, for the death or injury of any person, or property damage whatsoever arising or resulting from City's contractors' use and access to the Permanent Easement Parcel Area ("**City Contractor Claims**"), except to the extent such Claims, City Claims, or City Contractor Claims arise, result from, or are caused by any of the Developer Parties' performance or non-performance, actions or inactions. In the event Developer receives notice of a Claim for which it desires to be covered by this indemnity, Developer shall notify City in writing and tender said defense to City or its contractor. In such event, City or City's contractor shall appear in Developer's name and shall vigorously defend such Claim at City's or City's contractor's expense. Developer shall cooperate with the City or City's contractor and may reasonably participate in the defense of the Claim; provided however, that the City or City's contractor shall not enter into any settlement of any such Claim without the consent of Developer, which consent shall not be unreasonably withheld or denied. This remedy is not exclusive.

c. Survival of Indemnities. The provisions of this Section 8 shall survive any termination of this Agreement or the Permanent DWM Easement Area, but it shall not apply to Claims, City Claims, or City Contractor Claims arising from events occurring after such termination.

d. Insurance. Prior to the City or DWM, or any of its agents, employees, or contractors, accessing the Permanent Easement Parcel Area, City shall ensure that each agent, or contractor procures and maintains, and continues to maintain for the duration of such access or work, all required coverages of "**Insurance**" as specified in **Exhibit F** which is attached and incorporated herein. The City is self-insured as set forth in **Exhibit F**.

Developer must provide and maintain at Developer's own expense, or cause to be provided, during the term of this Agreement and during the time period following completion of the Developer DWM Facility Work if the Developer is required to return and perform any additional work, services, or operations, the insurance coverages and requirements set forth as specified in **Exhibit G** which is attached and incorporated herein, insuring all ownership, work, services or operations related to this Agreement.

e. Liens. City shall keep the Permanent DWM Easement Parcel Area free from any and all liens arising out of City's use and access of the Permanent DWM Easement. In case any such lien attaches, Developer shall notify the City of such lien. Upon receipt of such notice, City shall either pay and remove said lien, or undertake, in good faith, to contest such lien by appropriate legal proceedings and provide Developer with written notice of the same. In the event City contests said lien, upon Developer's request, City agrees to provide the title insurer with a title indemnity in form and substance acceptable to Developer's title company, including complying with conditions imposed by such title insurer, in order to permit title company to insure over such lien. City shall not be required to pay the lien until a

If to Developer:

Michael Anzelc, VP – Project Development
Bally's Chicago
640 N. LaSalle St., STE 460
Chicago, IL 60654

with a copy to:

Meg George, Esq.
Akerman, LLP
71 S. Wacker Drive, 47th Floor
Chicago, IL 60606

Bally's Corporation
Attn: General Counsel
100 Westminster St.
Providence, RI 02903
legal.na@ballys.com

Notices to Developer in the case of any emergency related to this Agreement:

Michael Anzelc, VP – Project Development
manzelc@ballyschicago.com
(702) 553-7897

Jose Delgado, Senior General Superintendent
560 W. Grand Avenue
Chicago, IL 60654
(312) 617-5714

Security:
Joseph Thomas, Project Executive – Operations
560 W. Grand Avenue
Chicago, IL 60654
(312) 206-0508

If to Fee Title Holder:

GLP Capital, L.P.
845 Berkshire Blvd, Suite 200
Wyomissing, PA 19610

With copy to:

Taft Law
111 E Wacker Drive, Suite 2600
Chicago, Illinois 60601
Attn: Kathryn Kovitz Arnold

10. General

- a. Illinois Law. This Agreement has been negotiated, executed and delivered in Chicago, Illinois and shall be construed and enforced in accordance with the laws of Illinois, including the law of public trust with respect to the use and occupation of the public way.
- b. Partial Invalidity. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.
- c. Runs with the Land. All provisions hereof, including the benefits and burdens, shall run with the land, and shall be binding upon and enforceable by, and shall inure to the benefit of City and Developer and their respective successors and assigns. Upon a bona fide conveyance of all rights, title and interest in the Developer Parcel to a successor owner, all obligations of performance from and after the date of conveyance shall be enforceable against the transferee and not against the transferor.
- d. No Third-Party Beneficiaries. The rights granted herein are intended solely for the benefit of the parties. No other person or entity shall have any rights hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.
- e. Exclusiveness. The easements, rights, and privileges granted by this Agreement are non-exclusive, however, the Developer covenants not to convey any other easements or conflicting rights within the Permanent DWM Easement Parcel Area which materially interferes with access thereto. Except for the Jefferson Street right of way required to be constructed by Developer pursuant to building permits reviewed and approved by the Chicago Department of Transportation and DWM, no other easements or conflicting rights that would result in an infringement of DWM's recommended vertical and horizontal separation distances shall be deemed to be such material interference, unless consented to and approved by DWM, in its sole discretion.
- f. Unavoidable Delays. The period within which a party is required to perform an obligation hereunder shall be extended to the extent caused by Unavoidable Delays commencing on the date that such party delivers to the other party to

which the obligation is owed a written notice describing in detail the Unavoidable Delay and its specific effect on such party's ability to perform the obligation. As used herein "Unavoidable Delays" shall mean delays due to strikes, lockouts, labor troubles, inability to procure labor or materials or reasonable substitutes therefor, failure of power, fire or other casualty damage, war or civil disorder, or other causes beyond the reasonable control of the party delayed; provided Unavoidable Delays hereunder shall not include delays resulting from changes in economic or market conditions, or financial or internal problems of the Parties. This section shall not apply to the obligation to indemnify as provided in Section 8(b) or the obligation to provide insurance as provided in Section 8(d) of this Agreement, any obligation to pay money, or any obligation or problems that can be reasonably satisfied by the payment of money.

- g. Recordation. This Agreement shall be recorded by Developer, within ten (10) calendar days, or such other time as agreed upon by Developer and City, after the execution date of this Agreement as stated above among the deed records of the Cook County Clerk's Recordings Division at Developer's sole cost and expense.

(Signature pages to follow)

IN WITNESS WHEREOF, Developer, Fee Title Holder and City have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

Bally's Chicago Operating Company, LLC,
a Delaware limited liability company

By: 
Name: Armeet Patel
Title: President

GLP CAPITAL, L.P., a Pennsylvania limited partnership
By: Gaming and Leisure Properties, Inc., its general partner

By: _____
Name _____
Title: _____

CITY OF CHICAGO,
an Illinois home rule municipality

By: _____
Name: _____
Title: Commissioner
Department of Water Management

IN WITNESS WHEREOF, Developer, Fee Title Holder and City have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

Bally's Chicago Operating Company, LLC,
a Delaware limited liability company

By: _____
Name: Ameet Patel
Title: President

GLP CAPITAL, L.P., a Pennsylvania limited partnership
By: Gaming and Leisure Properties, Inc., its general partner

By: 
Name: JAMES J. BAUM
Title: SVP DESIGN & CONSTRUCTION

CITY OF CHICAGO,
an Illinois home rule municipality

By: _____
Name: _____
Title: Commissioner
Department of Water Management

IN WITNESS WHEREOF, Developer, Fee Title Holder and City have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

Bally's Chicago Operating Company, LLC,
a Delaware limited liability company

By: _____
Name: Ameet Patel
Title: President

GLP CAPITAL, L.P., a Pennsylvania limited partnership
By: Gaming and Leisure Properties, Inc., its general partner

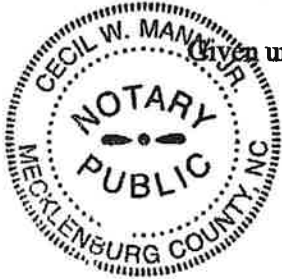
By: _____
Name: _____
Title: _____

CITY OF CHICAGO,
an Illinois home rule municipality

By: Randy Conner.³⁴
Name: RANDY CONNER
Title: Commissioner
Department of Water Management

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ameet Patel as the President of **Bally's Chicago Operating Company, LLC**, a Delaware limited liability company, personally known to me, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the purposes therein set forth.



Given under my hand and official seal this 21st day of Oct, 2025.

Cecil W. Manly
Notary Public

My Commission Expires March 20, 2027

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ as the _____ of Gaming and Leisure Properties, Inc., the general partner of GLP CAPITAL, L.P., a Pennsylvania limited partnership, personally known to me, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act for the purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ameet Patel as the President of **Bally's Chicago Operating Company, LLC**, a Delaware limited liability company, personally known to me, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2025.

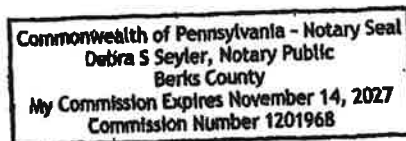
Notary Public

STATE OF PA)
COUNTY OF Berks) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James G. Bala is the SVP Design-Construction of Shaw and Leisure Properties, Inc., the general partner of GLP CAPITAL, L.P., a Pennsylvania limited partnership, personally known to me, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act for the purposes therein set forth.

Given under my hand and official seal this 23rd day of October, 2025.

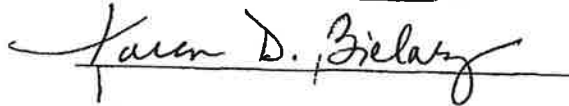
Delora S Seyler
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joel Vieyra, First Deputy Commissioner and proxy for Randy Conner, Commissioner of Water Management of the City of Chicago, an Illinois home rule municipality, who is personally known to me, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the purposes therein set forth.

Given under my hand and official seal this 27th day of October, 2025.



Notary Public

My Commission expires: 2/28/27



EXHIBIT A

**Legal Description of Developer Parcel
(Attached)**

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

THAT PART OF BLOCKS 63, 64, 65, 66, 67, 68, 78 AND 79 TOGETHER WITH THE VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, IN BLOCK 79 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO, AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 79, A DISTANCE OF 158.998 FEET; THENCE SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST, 23.172 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING; THENCE CONTINUING SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST, 1080.35 FEET TO A POINT ON THE NORTHWESTERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682 RECORDED JULY 9, 1962, SAID POINT BEING 173.565 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID BLOCK 68, AS MEASURED ALONG SAID NORTHWESTERLY LINE; THENCE NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE OF WEST ERIE STREET, 256.51 FEET TO THE WESTERLY DOCK LINE (AS NOW BUILT) OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTH 28 DEGREES 30 MINUTES 22 SECONDS WEST, 171.94 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES 27 SECONDS WEST, 6.58 FEET; THENCE NORTH 0 DEGREES 24 MINUTES 48 SECONDS EAST, 521.34 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 43 SECONDS WEST, 288.92 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 65); THENCE SOUTH 89 DEGREES 55 MINUTES 16 SECONDS WEST, ALONG SAID SOUTH LINE A DISTANCE OF 558.04 FEET TO A POINT 278.41 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 84 DEGREES 06 MINUTES 38 SECONDS WEST, 115.17 FEET TO A POINT 11.66 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 163.83 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 89 DEGREES 49 MINUTES 11 SECONDS WEST, 107.48 FEET TO A POINT 11.85 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 56.35 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 50 DEGREES, 39 MINUTES 51 SECONDS WEST, 55.23 FEET TO A POINT 46.78 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 13.65 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 0 DEGREES 14 MINUTES 59 SECONDS EAST, 90.65 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF BLOCKS 61, 62 AND 69 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF LOTS 9 TO 15 BOTH INCLUSIVE, IN WABANSIA, A SUBDIVISION IN AFORESAID SECTION 9, TOGETHER WITH VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS AND LOTS, ALL TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WEST ERIE STREET, AS RELOCATED PER DOCUMENT NUMBER 18526682, SAID POINT BEING 223.81 FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY LINE WITH THE

NORTH LINE OF BLOCK 69 AFORESAID (AS MEASURED ON SAID SOUTHEASTERLY LINE); THENCE NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE OF RELOCATED WEST ERIE STREET, 246.98 FEET TO THE WESTERLY DOCK LINE (AS NOW BUILT) OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 37 DEGREES 17 MINUTES 57 SECONDS EAST, ALONG SAID WESTERLY DOCK LINE, 48.245 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 01 SECONDS EAST, ALONG SAID WESTERLY DOCK LINE, 404.08 FEET; THENCE SOUTH 54 DEGREES 34 MINUTES 54 SECONDS EAST, ALONG SAID WESTERLY DOCK LINE, 38.41 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE PARCEL CONVEYED TO THE COUNTY OF COOK PER DOCUMENT NUMBER 16968152, SAID LINE ALSO BEING 74.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF VACATED WEST OHIO STREET EXTENDED EAST; THENCE NORTH 89 DEGREES 56 MINUTES 12 SECONDS WEST, ALONG SAID NORTH LINE OF THE PARCEL CONVEYED TO THE COOK COUNTY, 37.73 FEET TO A POINT, SAID POINT BEING 451 FEET EAST OF THE CENTER LINE OF VACATED NORTH DESPLAINES STREET (AS MEASURED ON SAID PARALLEL LINE); THENCE SOUTH 0 DEGREES 03 MINUTES 48 SECONDS WEST, 7 FEET TO A POINT ON A LINE 67.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST OHIO STREET EXTENDED EAST; THENCE NORTH 89 DEGREES 56 MINUTES 12 SECONDS WEST, ALONG SAID PARALLEL LINE, 39.03 FEET TO A POINT 411.96 FEET EAST OF THE CENTER LINE OF VACATED NORTH DESPLAINES STREET (AS MEASURED ON SAID PARALLEL LINE); THENCE SOUTH 37 DEGREES 40 MINUTES 27 SECONDS EAST, 155.53 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID PARCEL CONVEYED TO THE COUNTY OF COOK, SAID LINE ALSO BEING 24.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF VACATED WEST OHIO STREET EXTENDED EAST, AND SAID POINT BEING 507.03 FEET EAST OF THE CENTER LINE OF VACATED NORTH DESPLAINES STREET (AS MEASURED ON SAID PARALLEL LINE); THENCE SOUTH 89 DEGREES 56 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH AND PARALLEL LINE, A DISTANCE OF 64.94 FEET TO SAID WESTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 37 DEGREES 07 MINUTES 06 SECONDS EAST, ALONG EXISTING DOCK LINE, A DISTANCE OF 227.31 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES 40 SECONDS EAST, ALONG EXISTING DOCK LINE, A DISTANCE OF 134.495 FEET TO THE NORTHERLY LINE OF WEST GRAND AVENUE AS OPENED PER ORDINANCE ASSESSMENT CONFIRMED OCTOBER 4, 1858; THENCE SOUTH 84 DEGREES 13 MINUTES 57 SECONDS WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 410.755 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 61, SAID POINT BEING 0.21 FEET NORTH OF THE SOUTHEAST CORNER OF BLOCK 61 AFORESAID; THENCE NORTH 37 DEGREES 50 MINUTES 12 SECONDS WEST, 124.95 FEET; THENCE NORTH 35 DEGREES 55 MINUTES 14 SECOND WEST, 43.64 FEET; THENCE NORTH 31 DEGREES 11 MINUTES 11 SECONDS WEST, 73.17 FEET; THENCE NORTH 34 DEGREES 39 MINUTES 25 SECONDS WEST, 72.23 FEET; THENCE NORTH 35 DEGREES 29 MINUTES 36 SECONDS WEST, 50.02 FEET; THENCE NORTH 32 DEGREES 07 MINUTES 06 SECOND WEST, 50.55 FEET; THENCE NORTH 29 DEGREES 59 MINUTES 40 SECONDS WEST, 21.27 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF EASEMENT ACQUIRED FOR HIGHWAY PURPOSES FOR HIGHWAY FEEDER AS SHOWN ON PLAT OF SURVEY RECORDED UNDER DOCUMENT NUMBER 17859455, SAID POINT OF INTERSECTION BEING 68.89 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF THE AFORESAID BLOCK 61; THENCE SOUTH 89 DEGREES 57 MINUTES 08 SECONDS EAST, 61.48 FEET, ALONG SAID SOUTH LINE OF AFORESAID EASEMENT TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM THE HEREINABOVE DESIGNATED POINT OF BEGINNING, TO A POINT ON THE NORTHERLY LINE OF SAID WEST GRAND AVENUE AS OPENED PER ORDINANCE ASSESSMENT CONFIRMED OCTOBER 4, 1858, SAID POINT BEING 80.71 FEET EASTERLY (AS MEASURED ALONG SAID NORTHERLY LINE) OF THE EAST LINE OF SAID BLOCK 61; THENCE NORTH 37 DEGREES 18 MINUTES 05 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 496.97 FEET TO THE AFORESAID SOUTHEASTERLY LINE OF WEST ERIE STREET AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL C:

THAT PART OF BLOCKS 61, 62 AND 69 TOGETHER WITH THE VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 69 AFORESAID; THENCE SOUTH 38 DEGREES 33 MINUTES 12.5 SECONDS EAST, ALONG THE WESTERLY TERMINUS OF VACATED NORTH DESPLAINES STREET PER DOCUMENT NUMBER 9426724, A DISTANCE OF 128.04 FEET TO A POINT WHICH IS 420 FEET SOUTH OF THE NORTHWEST CORNER OF SAID BLOCK 62; THENCE SOUTH 89 DEGREES 53 MINUTES 20 SECONDS EAST, 7.22 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 61; THENCE SOUTH 37 DEGREES 27 MINUTES 51 SECONDS EAST, 175.725 FEET; THENCE SOUTH 38 DEGREES 22 MINUTES 20 SECONDS EAST, 50.92 FEET; THENCE SOUTH 41 DEGREES 35 MINUTES 58 SECONDS EAST, 50.47 FEET; THENCE SOUTH 43 DEGREES 55 MINUTES 53 SECONDS EAST, 59.065 FEET; THENCE SOUTH 38 DEGREES 55 MINUTES 51 SECONDS EAST, 52.635 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 61, SAID POINT OF INTERSECTION BEING 254.41 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK, AS MEASURED ALONG SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 53 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE OF BLOCK 61, A DISTANCE OF 63.55 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK; THENCE NORTH 0 DEGREES 14 MINUTES 28 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 61, A DISTANCE OF 0.21 FEET; THENCE NORTH 37 DEGREES 50 MINUTES 12 SECONDS WEST, 124.95 FEET; THENCE NORTH 35 DEGREES 55 MINUTES 14 SECONDS WEST, 43.64 FEET; THENCE NORTH 31 DEGREES 11 MINUTES 11 SECONDS WEST, 73.17 FEET; THENCE NORTH 34 DEGREES 39 MINUTES 25 SECONDS WEST, 72.23 FEET; THENCE NORTH 35 DEGREES 29 MINUTES 36 SECONDS WEST, 50.02 FEET; THENCE NORTH 32 DEGREES 07 MINUTES 06 SECONDS WEST, 50.55 FEET; THENCE NORTH 29 DEGREES 59 MINUTES 40 SECONDS WEST, 21.27 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF EASEMENT ACQUIRED FOR HIGHWAY PURPOSES FOR HIGHWAY FEEDER AS SHOWN ON PLAT OF SURVEY RECORDED UNDER DOCUMENT NUMBER 17859455, SAID POINT OF INTERSECTION BEING 68.89 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF THE AFORESAID BLOCK 61; THENCE SOUTH 89 DEGREES 57 MINUTES 08 SECONDS EAST, 61.48 FEET, ALONG SAID SOUTH LINE OF AFORESAID EASEMENT TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT ON THE SOUTHEASTERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682, SAID POINT BEING 223.81 FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY LINE WITH THE NORTH LINE OF BLOCK 69 AFORESAID (AS MEASURED ON SAID SOUTHEASTERLY LINE), TO A POINT ON THE NORTHERLY LINE OF WEST GRAND AVENUE AS OPENED PER ORDINANCE ASSESSMENT CONFIRMED OCTOBER 4, 1858, SAID POINT BEING 80.71 FEET EASTERLY (AS MEASURED ALONG SAID NORTHERLY LINE) OF THE EAST LINE OF SAID BLOCK 61; THENCE NORTH 37 DEGREES 18 MINUTES 05 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 346.97 FEET; THENCE SOUTH 52 DEGREES 41 MINUTES 55 SECONDS WEST, 45.10 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 05 SECONDS WEST, 175.07 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTHEASTERLY LINE OF WEST ERIE STREET, THENCE SOUTH 81 DEGREES 45 MINUTES 28 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE 115.27 FEET TO THE POINT OF INTERSECTION WITH A LINE 25 FEET SOUTHWEST OF AND PARALLEL WITH, AS MEASURED PERPENDICULARLY THERETO, THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S I.C.C. SPUR TRACK NO. 44; THENCE SOUTH 37 DEGREES 25 MINUTES 17 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 328.44 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH 67.50 FEET OF SAID BLOCK 69; THENCE NORTH 89 DEGREES 56 MINUTES 12 SECONDS WEST, ALONG SAID NORTH LINE A DISTANCE OF 56.76 FEET TO A POINT WHICH IS 112.02 FEET (AS

MEASURED ALONG SAID NORTH LINE) WEST OF THE EAST LINE OF SAID BLOCK 69; THENCE SOUTH 37 DEGREES 17 MINUTES 32 SECONDS EAST, A DISTANCE OF 84.92 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 69, SAID POINT OF INTERSECTION BEING 60.57 FEET WEST OF THE HEREINABOVE DESIGNATED PLACE OF BEGINNING AS MEASURED ALONG SAID SOUTH LINE OF BLOCK 69; THENCE SOUTH 89 DEGREES 56 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH LINE 60.57 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL C OF THE DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO CHICAGO TRIBUNE COMPANY RECORDED MAY 29, 1980 AS DOCUMENT 25470402 - PARCEL P HEREIN AND EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW FROM A PLANE 32 FEET ABOVE CHICAGO CITY DATUM).

PARCEL D:

THAT PART OF BLOCK 61 TOGETHER WITH THAT PART OF VACATED ALLEYS ADJOINING SAID BLOCK IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 61; THENCE NORTH 0 DEGREES 06 MINUTES 15 SECONDS EAST, ALONG THE WEST LINE OF SAID BLOCK, 300.15 FEET TO A POINT WHICH IS 420 FEET SOUTH OF THE NORTHWEST CORNER OF BLOCK 62 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9 AFORESAID; THENCE SOUTH 89 DEGREES 53 MINUTES 20 SECONDS EAST, 7.22 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 61; THENCE SOUTH 37 DEGREES 27 MINUTES 51 SECONDS EAST, 175.725 FEET; THENCE SOUTH 38 DEGREES 22 MINUTES 20 SECONDS EAST, 50.92 FEET; THENCE SOUTH 41 DEGREES 35 MINUTES 58 SECONDS EAST, 50.47 FEET; THENCE SOUTH 43 DEGREES 55 MINUTES 53 SECONDS EAST, 59.065 FEET; THENCE SOUTH 38 DEGREES 55 MINUTES 51 SECONDS EAST, 52.635 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 61, SAID POINT OF INTERSECTION BEING 254.41 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE HEREINABOVE DESIGNATED PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 53 MINUTES 20 SECONDS WEST, 254.41 FEET ALONG SAID SOUTH LINE, BEING ALSO THE NORTH LINE OF WEST GRAND AVENUE, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL E:

THAT PART OF BLOCK 69 TOGETHER WITH THAT PART OF ADJOINING VACATED WEST ERIE STREET IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682, SAID POINT BEING 223.81 FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY LINE WITH THE NORTH LINE OF BLOCK 69 AFORESAID (AS MEASURED ALONG SAID SOUTHEASTERLY LINE); THENCE SOUTH 37 DEGREES 18 MINUTES 05 SECONDS EAST ALONG A LINE DRAWN FROM THE HEREINABOVE DESIGNATED POINT OF BEGINNING, TO A POINT ON THE NORTHERLY LINE OF WEST GRAND AVENUE AS OPENED PER ORDINANCE ASSESSMENT CONFIRMED OCTOBER 4, 1858, SAID POINT BEING 80.71 FEET (AS MEASURED ALONG SAID NORTHERLY LINE) EASTERLY OF BLOCK 61 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, AFORESAID, A DISTANCE OF 150 FEET; THENCE SOUTH 52 DEGREES 41 MINUTES 55 SECONDS WEST 45.10 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 05 SECONDS WEST, 175.07 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTHEASTERLY LINE OF RELOCATED WEST ERIE

STREET; THENCE NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE OF RELOCATED WEST ERIE STREET, 51.59 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL C OF THE DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO CHICAGO TRIBUNE COMPANY RECORDED MAY 29, 1980 AS DOCUMENT 25470402 - PARCEL P HEREIN AND EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW AN INCLINED PLANE WHICH IS 32 FEET ABOVE CHICAGO CITY DATUM ALONG THE SOUTHEASTERLY LINE OF THE PREMISES IMMEDIATELY HEREINABOVE DESCRIBED AND 26.80 FEET ABOVE CHICAGO CITY DATUM ALONG A LINE WHICH IS PARALLEL WITH AND 150 FEET DISTANCE NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID SOUTHEASTERLY LINE OF SAID PREMISES AND A HORIZONTAL PLANE WHICH IS 26.80 FEET ABOVE CHICAGO CITY DATUM AND NORTHWESTERLY OF SAID NORTHWESTERLY PARALLEL LINE TO THE SOUTHEASTERLY LINE OF SAID RELOCATED WEST ERIE STREET).

PARCEL F:

THAT PART OF BLOCKS 68, 77 AND 78, TOGETHER WITH THAT PART OF THE VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 77; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF NORTH HALSTED STREET, 464.44 FEET TO A POINT WHICH IS 556.74 FEET SOUTH (AS MEASURED ALONG SAID EAST LINE OF HALSTED STREET) OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF BLOCK 79 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9 AFORESAID); THENCE NORTH 3 DEGREES 18 MINUTES 38 SECONDS EAST, ALONG THE EASTERLY LINE OF PERMANENT EASEMENT GRANTED TO CITY OF CHICAGO PER DOCUMENT NUMBER 20408926, A DISTANCE OF 255.66 FEET TO A POINT 14.76 FEET EAST OF AND AT RIGHT ANGLES TO THE EAST LINE OF HALSTED STREET AFORESAID AND 301.57 FEET SOUTH (AS MEASURED ALONG SAID EAST LINE OF HALSTED STREET) OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THENCE NORTH 0 DEGREES 14 MINUTES 59 SECONDS WEST, 60.05 FEET; THENCE SOUTH 26 DEGREES 47 MINUTES 46 SECONDS EAST, A DISTANCE OF 145.39 FEET TO THE POINT OF INTERSECTION WITH A LINE 650 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 77, SAID POINT ALSO BEING 80.23 FEET EAST OF THE EAST LINE OF SAID EAST LINE OF NORTH HALSTED STREET AND 25 FEET SOUTHWESTERLY OF (BY RIGHT ANGLES MEASURE) THE CENTER LINE OF CHICAGO NORTHWESTERN RAILWAY COMPANY'S I.C.C. SPUR TRACK NO. 44; THENCE SOUTH 25 DEGREES 29 MINUTES 17 SECONDS EAST, ALONG A LINE 25 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID CENTER LINE OF SPUR TRACK NO. 44, A DISTANCE OF 29.87 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 2415 FEET, A DISTANCE OF 502.99 FEET; THENCE SOUTH 37 DEGREES 25 MINUTES 17 SECONDS EAST, ALONG A LINE 25 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SPUR TRACK NO. 44 AFORESAID, A DISTANCE OF 245.14 FEET TO A POINT ON THE NORTHWESTERLY LINE OF WEST ERIE STREET, AS RELOCATED PER DOCUMENT NUMBER 18526682 RECORDED JULY 9, 1962; THENCE SOUTH 81 DEGREES 45 MINUTES 28 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE OF ERIE STREET, 6.84 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 68; THENCE NORTH 89 DEGREES 57 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 77 AND ITS EASTERLY EXTENSION, A DISTANCE OF 497.42 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 77 AND POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL G:

THAT PART OF BLOCKS 68, 77, 78 AND 79, TOGETHER WITH THE VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, IN BLOCK 79 AFORESAID, THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 79 A DISTANCE OF 158.998 FEET; THENCE SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST, 106.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 14 MINUTES 59 SECONDS EAST, 138.012 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT WHICH IS 650 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 77, AND 80.23 FEET EAST OF THE WEST LINE OF BLOCK 78 AFORESAID TO A POINT ON THE WEST LINE OF BLOCK 79 AFORESAID, 212.863 FEET SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING A LINE 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THENCE SOUTH 26 DEGREES 47 MINUTES 46 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 33.68 FEET, TO THE POINT OF INTERSECTION WITH A LINE 650 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 77, SAID POINT BEING ALSO 80.23 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET AND 25 FEET SOUTHWESTERLY OF (BY RIGHT ANGLES MEASURE) THE CENTER LINE OF THE CHICAGO NORTHWESTERN RAILWAY COMPANY'S I.C.C. SPUR TRACK NO. 44; THENCE SOUTH 25 DEGREES 29 MINUTES 17 SECONDS EAST, ALONG A LINE 25 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID CENTER LINE OF SPUR TRACK NO. 44, A DISTANCE OF 29.87 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 2415 FEET, A DISTANCE OF 502.99 FEET; THENCE SOUTH 37 DEGREES 25 MINUTES 17 SECONDS EAST, ALONG A LINE 25 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SPUR TRACK NO. 44 AFORESAID, A DISTANCE OF 245.14 FEET TO A POINT ON THE NORTHWESTERLY LINE OF WEST ERIE STREET, AS RELOCATED PER DOCUMENT NUMBER 18526682 RECORDED JULY 9, 1962; THENCE NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE OF ERIE STREET, 115.42 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 35 SECONDS WEST, 150 FEET, THENCE NORTH 52 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 45.16 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM THE HEREINABOVE POINT OF BEGINNING, TO A POINT ON SAID NORTHWESTERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682, SAID POINT BEING 173.565 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID BLOCK 68, AS MEASURED ALONG SAID NORTHWESTERLY LINE; THENCE NORTH 37 DEGREES 18 MINUTES 35 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 822.28 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL A OF THE DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO CHICAGO TRIBUNE COMPANY RECORDED MAY 29, 1980 AS DOCUMENT 25470402 - PARCEL N HEREIN AND EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW A HORIZONTAL PLANE 33.50 FEET ABOVE CHICAGO CITY DATUM).

PARCEL H:

THAT PART OF BLOCKS 78, 79 AND THAT PART OF VACATED WEST SUPERIOR STREET LYING BETWEEN SAID BLOCKS IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, IN BLOCK 79 AFORESAID; THENCE

SOUTH ALONG THE WEST LINE OF SAID BLOCK 79 A DISTANCE OF 158.998 FEET; THENCE SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST, 23.172 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST, A DISTANCE OF 82.968 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 59 SECONDS EAST, 138.012 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT WHICH IS 650 FEET NORTH OF THE SOUTH LINE OF BLOCK 77 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO, IN SAID SECTION 9, AND 80.23 FEET EAST OF THE WEST LINE OF BLOCK 78 AFORESAID, TO A POINT ON THE WEST LINE OF SAID BLOCK 79, SAID POINT BEING 212.863 FEET SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING A LINE 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THENCE NORTH 26 DEGREES 47 MINUTES 46 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 111.876 FEET, THENCE NORTH 0 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 104.142 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL A OF THE DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO CHICAGO TRIBUNE COMPANY RECORDED MAY 29, 1980 AS DOCUMENT 25470402 - PARCEL N HEREIN AND EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW A HORIZONTAL PLANE WHICH IS 28.60 FEET ABOVE CHICAGO CITY DATUM).

PARCEL I:

THAT PART OF BLOCK 79 AND THE VACATED ALLEY IN SAID BLOCK IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST CHICAGO AVENUE (BEING A LINE 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79), WITH THE WEST LINE OF SAID BLOCK 79 (ALSO BEING THE EAST LINE OF NORTH HALSTED STREET); THENCE EAST ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE AFORESAID, 278.41 FEET; THENCE SOUTH 84 DEGREES 06 MINUTES 38 SECONDS WEST, 115.17 FEET TO A POINT 11.66 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 163.83 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 89 DEGREES 49 MINUTES 11 SECONDS WEST, 107.48 FEET TO A POINT 11.85 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 56.35 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 50 DEGREES 39 MINUTES 51 SECONDS WEST, 55.23 FEET TO A POINT 46.78 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 13.65 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 0 DEGREES 14 MINUTES 59 SECONDS EAST, 90.65 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 35 SECONDS WEST, A DISTANCE OF 23.172 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID BLOCK 79 (ALSO BEING THE EAST LINE OF NORTH HALSTED STREET); THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK 79, A DISTANCE OF 118.998 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL J:

THAT PART OF BLOCK 79 AND THAT PART OF VACATED WEST SUPERIOR STREET IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK 79 (ALSO BEING THE EAST LINE OF NORTH HALSTED STREET) 158.998 FEET (AS MEASURED ALONG SAID LINE) SOUTH OF THE NORTHWEST CORNER OF LOT 7 IN SAID BLOCK; THENCE CONTINUING SOUTH 0 DEGREES 00

MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE OF BLOCK 79, A DISTANCE OF 93.865 FEET; THENCE SOUTH 26 DEGREES 47 MINUTES 46 SECONDS EAST, A DISTANCE OF 32.11 FEET; THENCE NORTH 0 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 104.142 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 35 SECONDS WEST, A DISTANCE OF 23.172 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW A HORIZONTAL PLANE WHICH IS 28.60 FEET ABOVE CHICAGO CITY DATUM).

PARCEL K:

THAT PART OF BLOCKS 78 AND 79, TOGETHER WITH THAT PART OF VACATED WEST SUPERIOR STREET IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NORTH HALSTED STREET, SAID POINT BEING 464.44 FEET (AS MEASURED ALONG SAID EAST LINE) NORTH OF THE SOUTHWEST CORNER OF BLOCK 77 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO, IN SECTION 9 AFORESAID, AND ALSO BEING 556.74 FEET (AS MEASURED ALONG SAID EAST LINE) SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF BLOCK 79 AFORESAID): THENCE NORTH 3 DEGREES 18 MINUTES 38 SECONDS EAST, ALONG THE EASTERLY LINE OF PERMANENT EASEMENT GRANTED TO THE CITY OF CHICAGO PER DOCUMENT NUMBER 20408926, A DISTANCE OF 255.66 FEET TO A POINT 14.76 FEET EAST OF AND AT RIGHT ANGLES TO THE EAST LINE OF NORTH HALSTED STREET AFORESAID AND 301.57 FEET SOUTH (AS MEASURED ALONG SAID EAST LINE OF NORTH HALSTED STREET) OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THENCE NORTH 0 DEGREES 14 MINUTES 59 SECONDS WEST, ALONG SAID EASTERLY LINE, 60.05 FEET; THENCE NORTH 26 DEGREES 47 MINUTES 46 SECONDS WEST, A DISTANCE OF 32.11 FEET TO THE POINT OF INTERSECTION WITH SAID EAST LINE OF NORTH HALSTED STREET, SAID POINT ALSO BEING 212.863 FEET (AS MEASURED ALONG SAID EAST LINE OF NORTH HALSTED STREET) SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE AFORESAID; THENCE SOUTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, ALONG SAID EAST LINE OF NORTH HALSTED STREET, 343.877 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL L:

THAT PART OF BLOCK 68 TOGETHER WITH PART OF VACATED NORTH PUTMAN STREET IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF WEST ERIE STREET, AS RELOCATED PER DOCUMENT NUMBER 18526682, SAID POINT OF INTERSECTION BEING 115.42 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF BLOCK 68 AFORESAID (AS MEASURED ALONG SAID NORTHWESTERLY LINE); THENCE NORTH 37 DEGREES 18 MINUTES 35 SECONDS WEST, 150 FEET; THENCE NORTH 52 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 45.16 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT WHICH IS 51.68 FEET NORTHEASTERLY (AS MEASURED ALONG SAID NORTHWESTERLY LINE OF RELOCATED WEST ERIE STREET) OF THE HEREINABOVE POINT OF BEGINNING, TO A POINT ON THE WEST LINE OF BLOCK 79 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9 AFORESAID, SAID POINT BEING 212.863 FEET SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING A LINE 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THENCE SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF

175.10 FEET TO THE POINT OF INTERSECTION WITH SAID NORTHWESTERLY LINE OF RELOCATED WEST ERIE STREET, THENCE SOUTH 81 DEGREES 45 MINUTES 28 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF RELOCATED WEST ERIE STREET, 51.68 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL A OF THE DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO CHICAGO TRIBUNE COMPANY RECORDED MAY 29, 1980 AS DOCUMENT 25470402 - PARCEL N HEREIN AND EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW AN INCLINED PLANE WHICH IS 33.50 FEET ABOVE CHICAGO CITY DATUM ALONG THE NORTHWESTERLY LINE OF THE PREMISES IMMEDIATELY HEREINABOVE DESCRIBED AND 26.80 FEET ABOVE CHICAGO CITY DATUM ALONG A LINE WHICH IS PARALLEL WITH AND DISTANT 150 FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM SAID NORTHWESTERLY LINE OF SAID PREMISES AND A HORIZONTAL PLANE WHICH IS 26.80 FEET ABOVE CHICAGO CITY DATUM SOUTHEASTERLY OF SAID SOUTHEASTERLY PARALLEL LINE TO THE NORTHWESTERLY LINE OF RELOCATED WEST ERIE STREET AFORESAID).

PARCEL M:

THAT PART OF WEST ERIE STREET, AS DEDICATED BY ORDINANCE PASSED OCTOBER 10, 1870, AND RECORDED JULY 9, 1962 AS DOCUMENT 18526682, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8 IN BLOCK 68 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO; THENCE NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF WEST ERIE STREET AFORESAID, 173.56 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING; THENCE CONTINUING NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE, 256.51 FEET TO THE PRESENT DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 28 DEGREES 30 MINUTES 22 SECONDS EAST, ALONG SAID DOCK LINE, 8.47 FEET; THENCE SOUTH 30 DEGREES 38 MINUTES 08 SECONDS EAST, 60.82 FEET; THENCE SOUTH 37 DEGREES 22 MINUTES 06 SECONDS EAST, ALONG SAID DOCK LINE, 18.105 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF WEST ERIE STREET AFORESAID; THENCE SOUTH 81 DEGREES 45 MINUTES 28 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, 246.98 FEET; THENCE NORTH 37 DEGREES 17 MINUTES 54 SECONDS WEST, 91.52 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL N:

A STRIP OF LAND 32.00 FEET IN WIDTH (AS MEASURED PERPENDICULARLY THERETO) LYING NORTHERLY OF THE NORTHERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682 AND LYING ENTIRELY SOUTHWESTERLY OF A "LINE A" DRAWN FROM A POINT ON SAID NORTHERLY LINE OF WEST ERIE STREET, SAID POINT BEING 173.565 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF BLOCK 68 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO A POINT ON THE WEST LINE OF BLOCK 79 IN SAID ADDITION 118.998 FEET SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE (BEING A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THE NORTHERLY TERMINUS OF SAID STRIP OF LAND BEING A LINE DESCRIBED AS COMMENCING AT A POINT ON SAID "LINE A", 47.30 FEET SOUTHEASTERLY (AS MEASURED ALONG SAID "LINE A") OF THE POINT OF INTERSECTION OF SAID "LINE A" WITH THE WEST LINE OF BLOCK 79 AFORESAID AND FORMING AN ANGLE WITH SAID "LINE A" FROM SOUTHEAST TO SOUTH OF 8 DEGREES 54 MINUTES 35.2 SECONDS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL O:

A STRIP OF LAND 32.00 FEET IN WIDTH (AS MEASURED PERPENDICULARLY THERETO) LYING ENTIRELY WITHIN WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682 AND LYING SOUTHWESTERLY OF A LINE DRAWN FROM A POINT ON THE NORTHERLY LINE OF SAID RELOCATED WEST ERIE STREET 173.565 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF BLOCK 68 IN RUSSELL, MATHER AND ROBERTS ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO A POINT ON THE SOUTHERLY LINE OF SAID RELOCATED WEST ERIE STREET 223.81 FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE WITH THE NORTH LINE OF BLOCK 69 IN SAID ADDITION, ALL IN COOK COUNTY, ILLINOIS.

PARCEL P:

A STRIP OF LAND 32.00 FEET IN WIDTH (AS MEASURED PERPENDICULARLY THERETO) LYING SOUTHERLY OF THE SOUTHERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682 AND LYING ENTIRELY SOUTHWESTERLY OF A "LINE B" DRAWN FROM A POINT ON SAID SOUTHERLY LINE OF WEST ERIE STREET, SAID POINT BEING 223.81 FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE WITH THE NORTHERLY LINE OF BLOCK 69 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO A POINT ON THE NORTHERLY LINE OF WEST GRAND AVENUE AS OPENED PER ORDINANCE ASSESSMENT CONFIRMED OCTOBER 4, 1858, SAID POINT BEING 80.71 FEET (AS MEASURED ALONG SAID NORTHERLY LINE) EASTERLY OF THE EAST LINE OF BLOCK 61 IN SAID ADDITION THE SOUTHERLY TERMINUS OF SAID STRIP OF LAND BEING A LINE DESCRIBED AS COMMENCING AT A POINT ON SAID "LINE B" 439.83 FEET (AS MEASURED ALONG SAID "LINE B") NORTHWESTERLY OF THE NORTHERLY LINE OF WEST GRAND AVENUE, AFORESAID AND FORMING AN ANGLE WITH SAID "LINE B" FROM NORTHWEST TO WEST OF 52 DEGREES 38 MINUTES 07.3 SECONDS, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B

**LEGAL DESCRIPTION OF AND PLAT OF EASEMENT OF PERMANENT
EASEMENT(Attached)**

LEGAL DESCRIPTION:

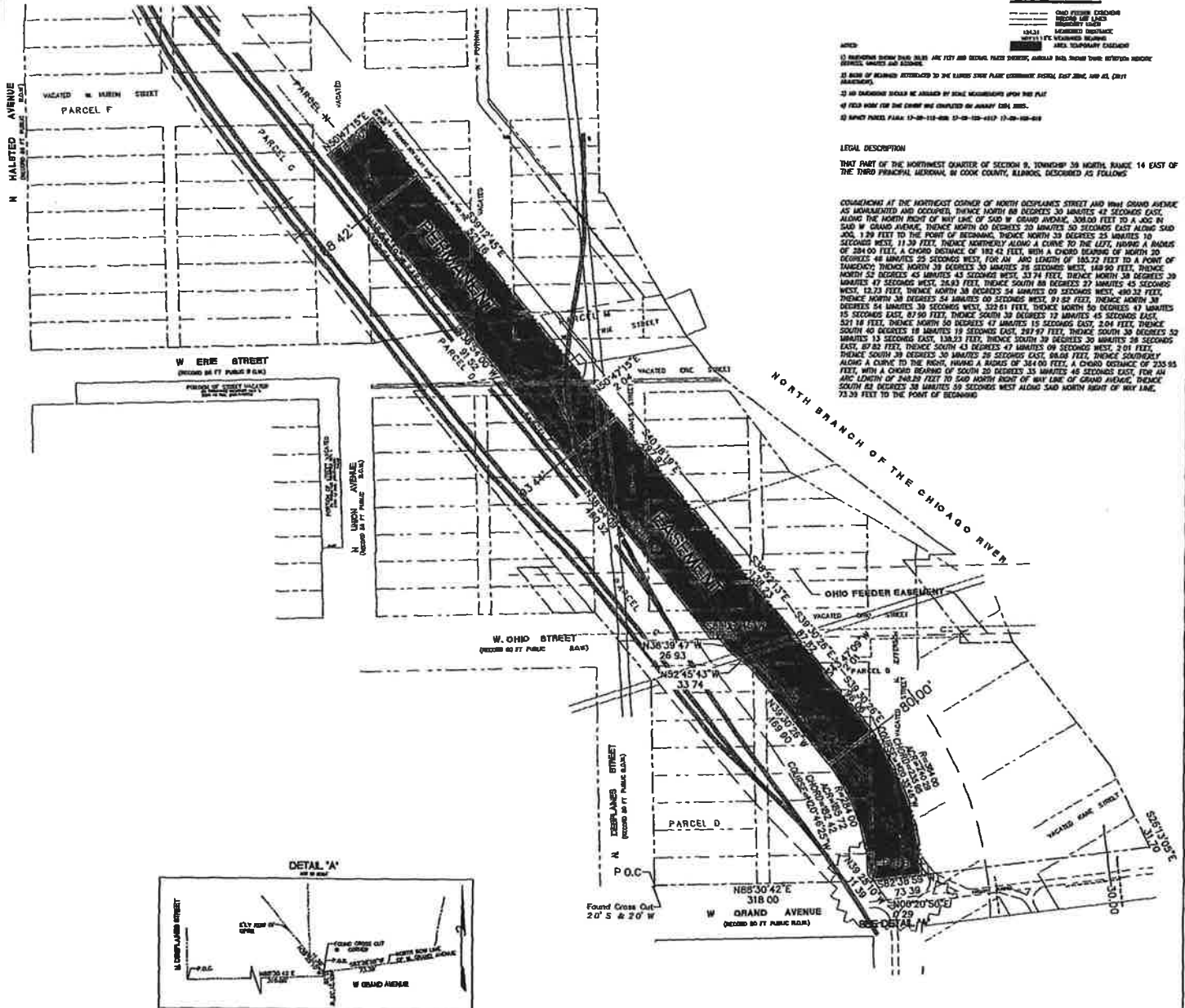
THAT PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF NORTH DESPLAINES STREET AND WEST GRAND AVENUE AS MONUMENTED AND OCCUPIED; THENCE NORTH 88 DEGREES 30 MINUTES 42 SECONDS EAST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID W. GRAND AVENUE, 308.00 FEET TO A JOG IN SAID W. GRAND AVENUE; THENCE NORTH 00 DEGREES 20 MINUTES 50 SECONDS EAST ALONG SAID JOG, 1.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 39 DEGREES 25 MINUTES 10 SECONDS WEST, 11.39 FEET; THENCE NORTHERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 284.00 FEET, A CHORD DISTANCE OF 182.42 FEET, WITH A CHORD BEARING OF NORTH 20 DEGREES 46 MINUTES 25 SECONDS WEST, FOR AN ARC LENGTH OF 185.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 39 DEGREES 30 MINUTES 26 SECONDS WEST, 169.90 FEET; THENCE NORTH 52 DEGREES 45 MINUTES 43 SECONDS WEST, 33.74 FEET; THENCE NORTH 38 DEGREES 39 MINUTES 47 SECONDS WEST, 26.93 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 45 SECONDS WEST, 12.73 FEET; THENCE NORTH 38 DEGREES 54 MINUTES 09 SECONDS WEST, 490.32 FEET; THENCE NORTH 38 DEGREES 54 MINUTES 00 SECONDS WEST, 91.52 FEET; THENCE NORTH 38 DEGREES 54 MINUTES 39 SECONDS WEST, 322.61 FEET; THENCE NORTH 50 DEGREES 47 MINUTES 15 SECONDS EAST, 87.90 FEET; THENCE SOUTH 39 DEGREES 12 MINUTES 45 SECONDS EAST, 521.16 FEET; THENCE NORTH 50 DEGREES 47 MINUTES 15 SECONDS EAST, 2.04 FEET; THENCE SOUTH 40 DEGREES 18 MINUTES 19 SECONDS EAST, 297.97 FEET; THENCE SOUTH 38 DEGREES 52 MINUTES 13 SECONDS EAST, 138.23 FEET; THENCE SOUTH 39 DEGREES 30 MINUTES 26 SECONDS EAST, 87.82 FEET; THENCE SOUTH 43 DEGREES 47 MINUTES 09 SECONDS WEST, 2.01 FEET; THENCE SOUTH 39 DEGREES 30 MINUTES 26 SECONDS EAST, 96.06 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 364.00 FEET, A CHORD DISTANCE OF 235.95 FEET, WITH A CHORD BEARING OF SOUTH 20 DEGREES 35 MINUTES 46 SECONDS EAST, FOR AN ARC LENGTH OF 240.29 FEET TO SAID NORTH RIGHT OF WAY LINE OF GRAND AVENUE; THENCE SOUTH 82 DEGREES 38 MINUTES 59 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, 73.39 FEET TO THE POINT OF BEGINNING.

Real Estate Tax PINS: 17-09-112-008; 17-09-100-017; 17-09-100-018

EXHIBIT PERMANENT EASEMENT

Part of the W1/2 and E1/2 of the NW 1/4 Sec 9
T. 99 N., R. 14 E., of the 3rd P.M., in Cook County, Illinois



- NOTES:**
- 1) THIS EASEMENT IS FOR THE USE OF THE CHICAGO RIVER AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 - 2) THE EASEMENT IS TO BE USED FOR THE CHICAGO RIVER AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 - 3) THE EASEMENT IS TO BE USED FOR THE CHICAGO RIVER AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 - 4) THE EASEMENT IS TO BE USED FOR THE CHICAGO RIVER AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 - 5) THE EASEMENT IS TO BE USED FOR THE CHICAGO RIVER AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

LEGAL DESCRIPTION
THAT PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCEMENT AT THE NORTHEAST CORNER OF NORTH DEPLAINE STREET AND WEST GRAND AVENUE AS INDICATED AND OCCUPIED, THENCE NORTH 88 DEGREES 30 MINUTES 47 SECONDS EAST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID W GRAND AVENUE, 300.00 FEET TO A JOE IN SAID W GRAND AVENUE, THENCE NORTH 50 DEGREES 20 MINUTES 30 SECONDS EAST ALONG SAID JOE, 1.29 FEET TO THE POINT OF BEGINNING, THENCE NORTH 33 DEGREES 25 MINUTES 10 SECONDS WEST, 11.30 FEET, THENCE NORTHEAST ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 204.00 FEET, A CHORD DISTANCE OF 182.42 FEET, WITH A CHORD BEARING OF NORTH 20 DEGREES 48 MINUTES 25 SECONDS WEST, FOR AN ARC LENGTH OF 182.22 FEET TO A POINT OF TANGENCY, THENCE NORTH 38 DEGREES 30 MINUTES 28 SECONDS WEST, 148.90 FEET, THENCE NORTH 52 DEGREES 45 MINUTES 43 SECONDS WEST, 37.74 FEET, THENCE NORTH 38 DEGREES 30 MINUTES 47 SECONDS WEST, 35.83 FEET, THENCE SOUTH 88 DEGREES 30 MINUTES 47 SECONDS WEST, 12.70 FEET, THENCE NORTH 38 DEGREES 34 MINUTES 09 SECONDS WEST, 490.32 FEET, THENCE NORTH 38 DEGREES 34 MINUTES 09 SECONDS WEST, 91.82 FEET, THENCE NORTH 38 DEGREES 34 MINUTES 30 SECONDS WEST, 332.61 FEET, THENCE NORTH 50 DEGREES 47 MINUTES 15 SECONDS EAST, 87.90 FEET, THENCE SOUTH 30 DEGREES 12 MINUTES 45 SECONDS EAST, 527.18 FEET, THENCE NORTH 50 DEGREES 47 MINUTES 15 SECONDS EAST, 2.04 FEET, THENCE SOUTH 40 DEGREES 18 MINUTES 18 SECONDS EAST, 287.97 FEET, THENCE SOUTH 30 DEGREES 52 MINUTES 13 SECONDS EAST, 134.23 FEET, THENCE SOUTH 38 DEGREES 30 MINUTES 28 SECONDS EAST, 87.82 FEET, THENCE SOUTH 43 DEGREES 47 MINUTES 09 SECONDS WEST, 2.01 FEET, THENCE SOUTH 39 DEGREES 30 MINUTES 28 SECONDS EAST, 94.08 FEET, THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 354.00 FEET, A CHORD DISTANCE OF 235.85 FEET, WITH A CHORD BEARING OF SOUTH 20 DEGREES 33 MINUTES 46 SECONDS EAST, FOR AN ARC LENGTH OF 235.85 FEET TO SAID NORTH RIGHT OF WAY LINE OF GRAND AVENUE, THENCE SOUTH 88 DEGREES 30 MINUTES 47 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, 73.39 FEET TO THE POINT OF BEGINNING.

CHICAGO DEPARTMENT OF FINANCE
CHICAGO DEPARTMENT OF TRANSPORTATION
COOK COUNTY CLERK

STATE OF ILLINOIS
COUNTY OF COOK, IL
ME, DR. STEVEN CONSULTANTS, INC., AN ILLINOIS PROFESSIONAL ENGINEERING FIRM, HAS BEEN SELECTED BY THE CHICAGO DEPARTMENT OF FINANCE AND THE CHICAGO DEPARTMENT OF TRANSPORTATION TO PREPARE THE PERMANENT EASEMENT FOR THE CHICAGO RIVER. THE PERMANENT EASEMENT IS TO BE USED FOR THE CHICAGO RIVER AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

Signature
DR. STEVEN CONSULTANTS, INC.
1010 N. WACKER DRIVE, SUITE 200
CHICAGO, ILLINOIS 60606
TEL: (312) 667-1100 FAX: (312) 667-1101

CD079

DRAWN BY: DATE: 04/21/2015
CHECKED BY: DATE: 04/21/2015
SHEET NO. 1 OF 1
SCALE: 1"=80'

DBS
DR. STEVEN CONSULTANTS, INC.
1010 N. WACKER DRIVE, SUITE 200
CHICAGO, ILLINOIS 60606
TEL: (312) 667-1100 FAX: (312) 667-1101

TEMPORARY EASEMENT EXHIBIT
BULLY'S CASINO
Chicago Ave. and Halsted St., Chicago, IL
Part of the NW 1/4 and E1/2 of the NW 1/4 Sec 9
T. 99 N., R. 14 E., of the 3rd P.M., in Cook County, Illinois

NO.	DATE	DESCRIPTION	REVISIONS
#1	DATE	DESCRIPTION	
#2	DATE	DESCRIPTION	
#3	DATE	DESCRIPTION	
#4	DATE	DESCRIPTION	

EXHIBIT C

DEVELOPER DWM FACILITY WORK

- (i) the construction and installation of a 36" sewer diversion pipe which diverts flow from the existing 36" brick sewer in the Erie Street right of way to the existing 60" RCP sewer located within the Permanent DWM Easement Area; and
- (ii) Completion of work in Erie St which includes diverting flow from the existing catch basins and private sewer laterals which currently drain to the existing 36" brick sewer to the existing 60" RCP sewer located within the Permanent DWM Easement Area; and
- (iii) removal of 36" sewer diversion pipe and abandonment of existing 36" brick sewer in the Erie Street right of way, as more fully detailed in the "June 13, 2025 DWM Sewer Diversion Involvement Letter", attached hereto and made a part hereof as **Exhibit E**; and
- (iv) installation of sheeting along both sides of the existing 60" RCP Sewer located within the Permanent DWM Easement Parcel Area; and
- (v) the construction and installation of the following:
 - a. 16" watermain in the Future Dedicated Right of Way; and
 - b. 16" water main in a casing pipe under the railroad tracks at the existing W Erie Street ROW; and
 - c. 16" water main in the existing W Erie Stret ROW including a connection to the existing 12" water main at N Union Street; and
 - d. connection to the existing 36" water main in the existing W Grand Avenue ROW; and
 - e. all hydrants, valves and other appurtenances.

EXHIBIT D

DEVELOPER DWM FACILITY WORK SCHEDULE

The DWM Facility Work listed below has a projected scheduled start date of October 1 , 2025, contingent upon the issuance of the necessary building permits and will be completed on or before December 31, 2026. The completion dates of the individual segments of work are not yet known. Developer will update DWM on the progress of the DWM Facility Work, as set forth in this Agreement and in **Exhibit D** attached hereto, as such work is completed.

EXHIBIT E

**JUNE 13, 2025 DWM SEWER DIVERSION INVOLVEMENT LETTER
(Attached)**



CITY OF CHICAGO

*

DEPARTMENT OF WATER MANAGEMENT

June 13, 2025

**Bally's Corporation
640 N. LaSalle Street, Suite 460
Chicago, IL 60654**

Attn: Michael Anzelc

Re: Sewer diversion work on W. Erie St from the existing 36-inch brick sewer to the existing 60-inch RCP sewer.

Dear Mr. Anzelc:

This letter addresses your inquiry regarding the proposed 36-inch temporary sewer diversion, necessary for removing the MWRD structure and installing caissons for the Jefferson St. bridge.

The Bally's project team needs to divert flow from the existing 36-inch brick sewer on Erie St. to the existing 60-inch RCP sewer. This temporary diversion will facilitate removing the downstream MWRD diversion structure on the existing 36-inch brick sewer and enable caisson installation. Ultimately, the Bally's project team will abandon the existing 36-inch brick sewer on Erie St. for the City after rerouting the catch basins and private services in Erie. The Bally's project team provided a temporary easement exhibit dated 04-21-2025; its limits match those of the future dedicated Jefferson St. ROW. The temporary easement agreement between Bally's and the City departments shall define the work to take place and outline responsibilities. Since the diversion sewer falls fully within the limits of the temporary easement, the Sewer section has no objection on sewer diversion work as long as the Bally's project team meets the following conditions:

1. The DWM-Sewer inspector must be present on site while making this sewer diversion connection between 36-inch and 60-inch sewers.
2. The existing 60-inch sewer within the temporary easement must be protected during any excavation work in the vicinity of the sewer.
3. The sewer diversion work must be reviewed and approved by other agencies including but not limited to MWRD and CDOT.
4. The DWM-Sewer shall be involved in establishing the conditions for temporary easement agreement.
5. The DWM-Sewer must have continuous 24-hour access without any obstructions like fences or bollards to the area where easement is required.

6. No temporary or permanent buildings or other structures shall be erected upon or over the area where easement is required.
7. It is Bally's project team responsibility to maintain proper drainage in the areas where easement is required.
8. Any adjustments to the Sewer Section's facilities within the easement must be paid by Bally's project team.
9. The easement over the 36-inch diversion sewer shall be released after the Bally's project team (a) abandons the entire 36-inch sewer on Erie St and (b) abandons the sewer diversion within the easement, and after (c) the City accepts these abandonments as part of the project sewer work.
10. Bally's project team is responsible for the abandonment of the entire existing 36-inch brick sewer on Erie St. including 36-inch diversion sewer for the City. Once final plans are available, Bally's engineering staff must consult with Sewer Section Engineering Personnel. The plans are subject to submission through the OUC-EFP review process. Should Bally's be unable to complete the sewer abandonment work, a deposit will be required, from which the DWM-Sewer may complete the sewer work. The required deposit amount for the Sewer Section is \$223,648.68 This estimate reflects current rates for labor, materials, equipment, and overhead charges; however, actual costs will be billed to the developer upon DWM's completion of the work.
11. A certified check in the amount of **\$223,648.68**, payable to the City of Chicago, must be hand delivered to the Department of Buildings, Sewer Permit Section, 121 North LaSalle Street, Room 906, Chicago, Illinois, 60602 with a copy of this letter.

If there are any questions or require additional clarification, contact Brendan Schreiber at 312-742-7226. We look forward to continuing our successful collaboration and appreciate your timely attention to this matter.

Very truly yours,

Randy Conner

Randy Conner
Commissioner

Cc: Joel Vieyra
Karen Bielarz
Brendan Schreiber
Anupam Verma

Bally's 36-inch Sewer Abandonment

1a	11a - CONSTRUCTION, SEWER AND STORM DRAIN
6a	69 6a - PIPE EXCAVATION AND BACKFILL, (0' - 12' DEPTH)
6b	70 6b - PIPE EXCAVATION AND BACKFILL, (12' - 24' DEPTH)
71	82 71 - 8-INCH DRAIN CONNECTION VCP
10b	137 10b - DRILL AND GROUT DOWEL AND TIE BARS
15	143 15 - PARTIAL REMOVAL OF SEWERS AND SEWER STRUCTURES
16a	144 16a - TRAFFIC CONTROL AND PROTECTION ON RESIDENTIAL STREET
24a	176 24a - PORTLAND CEMENT CONCRETE BASE COURSE, VARIABLE DEPTH
26b	181 26b - SUBBASE GRANULAR MATERIAL, TYPE B, 8-INCH
27b	199 27b - PORTLAND CEMENT CONCRETE PAVEMENT - 10-INCH
28a	202 28a - COMBINATION CURB AND GUTTER, TYPE B-V 12
29a	204 29a - PORTLAND CEMENT CONCRETE SIDEWALK - 5-INCH
29b	205 29b - PORTLAND CEMENT CONCRETE ADA RAMP - 5 INCH
	CLSM (Placed by IH Crews)
35b	233 35b - BYPASS PUMPING, 4-INCH CENTRIFUGAL PUMP

Unit	Estimated Quantity	Unit Price	Total Amount
Each	1.0	\$ 5,000.00	\$ 5,000.00
Cubic Yard	148.7	\$ 392.00	\$ 48,693.33
Cubic Yard	15.7	\$ 218.00	\$ 3,423.41
Linear Foot	89.0	\$ 90.00	\$ 8,010.00
Each	110.0	\$ 15.00	\$ 1,650.00
Cubic Yard	0.1	\$ 2,000.00	\$ 188.27
Day	30.0	\$ 100.00	\$ 3,000.00
Square Yard	33.3	\$ 498.00	\$ 16,583.33
Square Yard	79.7	\$ 19.00	\$ 1,515.67
Square Yard	30.0	\$ 140.00	\$ 4,200.00
Foot	24.0	\$ 80.00	\$ 1,920.00
Square Foot	75.0	\$ 15.00	\$ 1,125.00
Square Foot	25.0	\$ 20.00	\$ 500.00
Each	1.0	\$ 88,882.00	\$ 88,882.00
Day	30.0	\$ 1,000.00	\$ 30,000.00
			\$ 194,477.12
		Construction Oversight:	\$ 29,171.57
		Total:	\$ 223,648.69

Chicago Department of Finance
121 N. LaSalle Street
Room 107
Chicago, IL 60602
(312) 747-4747
(312) 744-2975 (TTY)
www.cityofchicago.org/finance

THIS IS NOT A PERMIT OR LICENSE



City of Chicago
Department of Water Management

DR - Sewer Permit - Misc Special Deposit
1x 0.00 0.00

Item Number: 2500607

DR - Sewer Permit Item
1x 223,648.68

Item Number: 5250052238:8C23 223,648.68

SubTotal: 223,648.68
Total: 223,648.68

Mail In Money
Order /
Cashiers Check 223,648.68

6/23/2025 11:21 32499
#22197444/2299/752

Pay parking tickets, utility bills and
other City fees on-line at
www.cityofchicago.org.

Please take a few moments to tell us
about your visit today by using the
online Customer Survey at
www.cityofchicago.org/revenue.

Thank you.

PERMIT RECORD FOR PROCESSING

INVOICE AMOUNT

\$223,648.68

DUE: JUN 23, 2025

INVOICE ONLY - THIS IS NOT A PERMIT OR LICENSE

Detach bottom portion and return with your payment to any Department of Finance cashier or mail as indicated.

Name/Business: Bally's Corporation

Address: 640 N La Salle St, SUITE #460 CHICAGO, IL

Item #	Item EID	Description	Due Date	Amount Due
2500607	5250052238	Miscellaneous Payment	JUN 23, 2025	\$223,648.68

Please include a copy of this payment coupon with your payment. Make check payable to 'City of Chicago'.

Mail payment to:

City of Chicago - Department of Finance
121 North LaSalle Street
City Hall - Room 107A
CHICAGO IL 60602-1232

2 2500607 022364868

Subject to the City ordinances and rules and regulations thereto
Commissioner, Department of Water Management: John Spatz

Received the above amount on: _____

Director of Revenue: _____

Printed: Jun 23, 2025 11:26 am

EXHIBIT F

CITY INSURANCE PRIOR TO THE DEVELOPER'S DEDICATION OF THE PERMANENT EASEMENT PARCEL AREA TO THE CITY OR THE CONVERSION DATE

(Subject to review by City's Risk Management Department)

For the purposes of the City accessing the Permanent Easement Parcel Area prior to the Developer's dedication of the Permanent Easement Parcel Area to the City, City shall, and shall cause its contractors to, provide, pay for, and maintain in full force and effect the types and amounts of Insurance coverage set forth in this Exhibit G, with insurance companies duly licensed and admitted to do business in the State of Illinois. Upon dedication of the Permanent Easement Parcel Area to the City, the Insurance requirements set forth herein shall automatically terminate.

CONTRACT INSURANCE REQUIREMENTS

A. INSURANCE REQUIRED

The contractor must provide and maintain at contractor's own expense, until completion of work and during the time period following final completion if contractor is required to return and perform any additional work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services or operations related to assessing the Permanent Easement Parcel Area.

1) **Workers Compensation and Employers Liability (Primary and Umbrella)**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services or operations under this Permanent DWM Easement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to, the following: other states endorsement when applicable.

The contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by

Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

The contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily Injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis. When applicable, coverage extension must include (a) an MCS-90 endorsement where required by the Motor Carrier Act of 1980 and (b) pollution coverage for loading, unloading and transportation chemical waste, hazardous and special waste.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if

any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Builder's Risk

When the contractor undertakes any construction, including Improvements, betterments, and/or repairs, if any, on the Permanent Easement Parcel Area, the contractor must provide All Risk Builders Risk insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to, the following: material stored off-site and in-transit, equipment breakdown, landscaping, flood, water including overflow, leakage, sewer backup or seepage, collapse, debris removal, faulty workmanship or materials, mechanical-electrical breakdown and testing. The City is to be named as an additional insured and loss payee.

The contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the contractor.

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Permanent DWM Easement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include but not be limited to pollution liability if environment site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Permanent Easement Parcel Area. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Railroad Protective Liability

When any work or services is to be done adjacent to or on railroad or transit property, if applicable, contractor must provide, with respect to the operations that contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad 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.

8) Contractors Pollution Liability

When any remediation work or services performed involves a potential pollution risk that may arise from the operations of contractor's scope of services Contractors Pollution Liability must be provided or caused to be provided, covering bodily Injury, property damage and other losses caused by pollution conditions with limits of not less than \$1,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation

and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Permanent Easement Parcel Area. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. City is to be named as an additional insured.

A. ADDITIONAL REQUIREMENTS

Evidence of Insurance. The contractor must furnish the City, Department of Finance, 2 N. LaSalle Street, Suite 1320, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Permanent DWM Easement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Permanent DWM Easement. The contractor must submit evidence of insurance prior to execution of any contract involving this Permanent DWM Easement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in any contract involving this Permanent DWM Easement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Permanent DWM Easement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other Insurance evidence from contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required Insurance provisions. The contractor must advise all insurers of this Permanent DWM Easement's provisions regarding Insurance. The City in no way warrants that the Insurance required herein is sufficient to protect contractor for liabilities which may arise from or relate to this Permanent DWM Easement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the contractor to comply with required coverage and terms and conditions outlined herein will not limit contractor's liability or responsibility nor does it relieve contractor of its obligation to provide insurance as specified in this Permanent DWM Easement. Nonfulfillment of the insurance conditions may constitute a violation of this Permanent DWM Easement, and the City retains the right to suspend a contract with a contractor involving this Permanent DWM Easement until proper evidence of insurance is provided, or the contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. The contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced Insurance coverages must be borne by contractor.

Waiver of Subrogation. The contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City

under all required Insurance herein for any loss arising from or relating to this Permanent DWM Easement. The contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for contractor's insurer(s).

Contractors Insurance Primary. All insurance required of contractor under this Permanent DWM Easement shall be endorsed to state that contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to contractor's Liabilities. The coverages and limits furnished by contractor in no way limit the contractor's liabilities and responsibilities specified within any contract in relation to this Permanent DWM Easement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by contractor under any contract in relation to this Permanent DWM Easement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Permanent DWM Easement, or under any contract in relation to this Permanent DWM Easement, or any limitation placed on the indemnity in this Permanent DWM Easement given as a matter of law.

Insurance and Limits Maintained. If contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If contractor desires additional coverages, the contractor will be responsible for the acquisition and cost

Insurance required of Subcontractors. The contractor shall name subcontractor(s) as a named insured(s) under contractor's insurance or contractor will require each subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella liability Insurance with average at least as broad as outlined in Section A, Insurance Required. The limits of coverage will be determined by contractor. The contractor shall determine if subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. The contractor is responsible for ensuring that each subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 1 0 01 and CG 2037 10 01 for ongoing

operation and completed operations on an endorsement form at least as broad and acceptable to the City. The contractor is also responsible for ensuring that each subcontractor has complied with the required coverage and terms and conditions outlined in this Section A, Additional Requirements. When requested by the City, contractor must provide to the City certificates of Insurance and additional Insured endorsements or other evidence of Insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the subcontractors to comply with required coverage and terms and conditions outlined herein will not limit contractor's liability or responsibility.

B. CITY OF CHICAGO - SELF INSURANCE

The City of Chicago is self-insured for Workers Compensation, Commercial General Liability and Automobile Liability; provided, however, that the City shall not be required to name Developer as an additional insured under the City's self-insurance program.

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EXHIBIT G

DEVELOPER INSURANCE REQUIREMENTS

. Developer must provide and maintain at Developer's own expense, or cause to be provided, during the term of this Agreement and during the time period following completion of the Developer DWM Facility Work if the Developer is required to return and perform any additional work, services, or operations, the insurance coverages and requirements insuring all ownership, work, services or operations related to this Agreement.

A. INSURANCE REQUIRED FROM DEVELOPER

1) **Workers' Compensation and Employer's Liability**

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

The Developer may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) **Commercial General Liability**

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of three (3) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Developer may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Developer. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Developer's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations

and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Developer's acts or omissions, whether such liability is attributable to the Contactor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Developer's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Developer may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Developer. Limits of not less than \$2,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

The Developer may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Umbrella or Excess

Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Developer may use a combination of primary and Excess/Umbrella policies to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

5) Property

Developer is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.

Developer is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Developer.

Insurance coverages that begin with "when," "if," or "where," are considered conditional, and it is the Developer's responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that a conditional coverage is not initially applicable, it is the Developer's continuing responsibility to update the insurance coverage as needed. If at any time, the Developer or City determines that a conditional coverage is applicable, the Developer shall not perform the work, service, or operation in connection with the contract until evidence of all applicable insurance coverage is provided to the City.

- 6) Professional Liability (when applicable)
When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000 per claim. Coverage must include, but not be limited to, technology errors and omissions, and/or pollution liability if environmental site assessments are conducted, when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
- 7) Installation Floater (when applicable)
When the Developer undertakes any construction, where no real property construction is taking place, but installation work, including improvements, betterments, and/or repairs, the Developer must provide All Risk Installation Floater Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the final project. Coverages must include but are not limited to, the following: material stored off-site and in-transit, collapse, water including leakage, overflow, sewer backup or seepage, debris removal, landscaping and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.
- 8) Builders Risk (when applicable)
When Developer undertakes any construction, including improvements, betterments, and/or repairs to real property, the Developer must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are or will be part of the project. Coverage(s) must include but are not limited to, the following: material stored off-site and in-transit, collapse, water including leakage, overflow, sewer backup or seepage, debris removal, landscaping and faulty workmanship or materials. Upon dedication of the Future to be dedicated, the City is to be named as an additional insured and loss payee.
- 9) Pollution Liability Insurance and/or Asbestos/Lead Abatement (when applicable)
When any remediation work or services performed involves a potential pollution risk that may arise from the operations in connection with the project that may fall under the scope and direction of the Developer, the Developer must maintain applicable Pollution Liability

Insurance with limits no less than \$2,000,000 per occurrence or claim and \$4,000,000 aggregate per policy period of one year. Coverage must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, disposal and if applicable, include transportation and owned and non-owned disposal site coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. If the services involve lead based paint or asbestos identification/remediation, the Policy shall not contain a lead-based paint or asbestos exclusion.

The City must be provided with an additional insured status with respect to liability arising out of Developer's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Developer's acts or omissions, whether such liability is attributable to the Developer or to the City on an additional insured endorsement form acceptable to the City. The City is to be named as an additional insured on a primary, non-contributory basis. The Developer and any Subcontractor(s) shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

The full policy limits and scope of protection shall also apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Developer's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

10) Railroad Protective Liability (when applicable)

When any work, services, or operations is to be done adjacent to or on railroad or transit property, Developer or Subcontractor's must provide, with respect to the operations that Developer or Subcontractor(s) perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad 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.

11) Valuable Papers (when applicable)

When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

12) Blanket Crime (when applicable)

When applicable, Developer must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery

or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Developer at any given time under this Agreement.

B. Additional Requirements

Evidence of Insurance. Developer must furnish the City, Department of Water Management, 1000 E. Ohio Street, Chicago, IL 60611, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Developer must submit evidence of insurance prior to execution of Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of the Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Developer, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Developer must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Developer for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Developer to comply with required coverage and terms and conditions outlined herein will not limit Developer's liability or responsibility nor does it relieve Developer of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Consistent with State law, Developer must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. See 215 ILCS 5/143.16 and 143.17(a). A copy of the physical endorsements must accompany the Certificate of Insurance for General Liability, Automobile Liability and Workers Compensation in order to comply with the insurance requirements.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer.

Waiver of Subrogation. Developer hereby waives its rights and its insurer(s)' rights of, and agrees to require their insurers to waive their rights of, subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for

Developer's insurer(s).

Developers Insurance Primary. For any claims related to this contract, the Developer's insurance coverage shall be primary and non-contributory. Any insurance or self-insurance maintained by the City shall be excess of the Developer's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A-, Class VIII, unless otherwise approved by the City.

No Limitation as to Developer's Liabilities. The coverages and limits furnished by the Developer in no way limit the Developer's liabilities and responsibilities specified within the Agreement or by law.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If Developer maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Developer. If Developer desires additional coverages, the Developer will be responsible for the acquisition and cost.

Insurance Required of Subcontractors. Developer shall name the Subcontractors(s) as a named insured(s) under Developer's insurance or Developer will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation, Employers Liability, and when applicable Excess/Umbrella Liability, Professional Liability, Cyber Liability, and/or Pollution Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. Developer must ensure that coverage(s) is sufficient to cover any potential risks or damages arising from Subcontractor's work. Unless otherwise specified, the appropriate coverage limits for Subcontractor(s) may be determined by Developer, but these limits must be adequate to cover all potential liabilities. Should Developer accept coverage limits from Subcontractor(s) less than those outlined in Section A, Developer shall be responsible for any gap in the required coverage limits in the event of a loss. Developer shall determine if Subcontractor(s) must also provide any additional coverages. Developer is responsible for ensuring that each Subcontractor has named the City of Chicago as an additional insured where required and provide evidence of additional insured status on an endorsement form

acceptable to the City. Developer is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in Section B, Additional Requirements. When requested by the City, Developer must provide to the City all physical copies of Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of Subcontractor(s) to comply with required coverage(s) and terms and conditions outlined herein will not limit Developer's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements.

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CITY OF CHICAGO



DEPARTMENT OF WATER MANAGEMENT

October 29, 2025

Bally's Corporation
100 Westminister Street
Providence, RI 02903

Attention: Robert Marra
Project Director

**SUBJECT: Proposed 16-inch Water Main
Bally's Casino
703 W Chicago Avenue
BES Project No. 22-12:024.02 Revision 1**

Mr. Marra:

This correspondence supersedes the previously issued correspondence dated August 26, 2025. This correspondence is in response to revised plans dated September 23, 2025, regarding the subject project.

The Department of Water Management - Water Section

The Department of Water Management will allow the private contractor of Bally's Corporation to install approximately 1392 feet of 16-inch water main in proposed N Jefferson Street. The water facilities shall be installed at standard depth of cover from proposed grade, meeting all Illinois Environmental Protection Agency (IEPA) requirements. The Department will make connections to the existing water mains in W Erie Street and W Grand Avenue, including providing and installation of one (1) 36-inch butterfly valve, two (2) 16-inch wedge valves, and all associated pipe work, as well as provide resident engineering services, valve operations, and water quality testing for the above-mentioned work. Bally's Casino's contractor will be responsible for obtaining all applicable permits, traffic control, tracing equipment, excavation/OSHA shoring, backfilling/compaction, abandonment of appurtenances (valve boxes/valve basins) and all restoration to CDOT standards.

The estimated cost to provide the above-mentioned services is , based on *premium time*. Please note that this estimate is based on current rates for labor, material, equipment, and overhead charges, but actual costs will be submitted for payment upon completion of the work. Note that the contractor will be responsible for obtaining all applicable permits, excavation/OSHA shoring, backfilling/compaction, and all restoration to CDOT standards. The DWM will backfill the excavated areas for the water main connections after construction, but the private contractor of Bally's Casino shall be

responsible for all final restoration. On October 1, 2025, a sum of \$98,900.00 was deposited with the City of Chicago (Permit No. 2546576) to cover the cost of this water main connections. An additional amount of (\$235,500.00 – \$98,900.00) is required to cover the cost of this new water service.

A deposit in the amount of payable to the City of Chicago is required. In order to receive an invoice for this deposit, send a copy of this letter to BPermits@cityofchicago.org via email. Print two (2) copies of each invoice and bring the invoices for payment to a City of Chicago payment center. Once payment has been made, the applicant should forward a copy of the receipt, stamped invoice, and copy of this letter to BPermits@cityofchicago.org. Upon receipt of the proof of payment, DWM will respond with copy of the BPermit.

Bally's Corporation's contractor installing the water main shall perform the following:

- Submit a complete list of the shop drawings (submittals) for all water main materials to be used to complete the water main installation to the Force Account Construction Manager at FACM@dwmpmo.net for review. Once the list is approved, the shop drawings (submittals) shall be sent at least 60 days prior to starting the work to the Force Account Construction Manager at FACM@dwmpmo.net for review.
- Obtain a "B-Permit" prior to construction from the City of Chicago, Department of Buildings, Plumbing Permit and Plan Section, City Hall, 121 N LaSalle Street, Room 906, (312) 744-7063.
- Contact the Plumbing Permit and Plan Section of the Department of Buildings regarding any proposed water service installations.
- Submit as-built drawings. The as-built drawings should be submitted to the Force Account Construction Manager at FACM@dwmpmo.net. The as-built drawings must also include the materials used and dimensions of all underground work that is required for IEPA compliance. ***The DWM will not perform the final connections until as-built drawings are reviewed and approved by this Department. Failure to comply with these requirements may result in additional expenses to the project to verify that all work conforms to the DWM's standards.***

It is required that the Force Account Construction Manager be contacted at FACM@dwmpmo.net two weeks prior to the anticipated construction date so a resident engineer can be assigned to the project. The DWM resident engineer will adhere to the schedule provided by Bally's Corporation, unless notified otherwise.

The proposed 16-inch feeder main in Jefferson Street will cross above proposed 12-inch and 18-inch ductile iron sewer connection within this street with at least 6 inches of vertical separation between proposed feeder main and the sewer connection and at least 3'-6" (42 inches) of cover to the top of the feeder main. This crossing must follow all applicable IEPA separation requirements for water and sewer pipe crossings.

This Department's utility separation requirements are as follows: The minimum vertical clearance (edge-to-edge) from all water mains is 18 inches. For feeder mains (water mains 16 inches and larger), the minimum horizontal clearance (edge-to-edge) is five (5) feet, and for grid mains (water mains less than 16 inches), the minimum horizontal clearance (edge-to-edge) is three (3) feet. No proposed above ground facility (tree, planter box, light pole, etc.) can be closer than five (5) feet (edge-to-edge) from a water main or closer than three (3) feet (edge-to-edge) from a water service. Should the DWM require access to its facilities, it will not be responsible for the costs to remove or support any above ground structures adjacent to its facilities.

All new sewer installations must meet IEPA separation requirements for water and sewer pipes. All proposed/replaced sewer laterals from catch basins/inlets, sewer mains, and private drains (collectively known as "sewer facilities") that are parallel to water mains, services or fire hydrant leads (collectively known as "water facilities") that are less than 18 inches below the water facility and have less than 10 feet of horizontal separation from the outside edge of the water facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Additionally, all sewer facilities that cross perpendicularly below water facilities with less than 18 inches vertical separation must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. If any sewer facility crosses perpendicularly above a water facility, then the sewer facility shall be at least 18 inches above the water facility and the sewer facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Sewer laterals that require ductile iron/water main quality pipe shall be ductile iron/water main quality pipe from the catch basin to a point 10 feet beyond the edge of the water facility.

All new curb installations adjacent to fire hydrants must be painted 'safety yellow' for 15 feet on each side of the fire hydrant except where the 15-foot dimension intersects a crosswalk, driveway or similar feature.

If construction requires the use of water from a City fire hydrant, or adjustments or repairs are required to any City Sewer facilities in proximity to the project site, permits must be obtained from the Department of Water Management, Water and Sewer Sections.

If barricades, catwalks or canopies are erected for pedestrian protection, they must be installed in such a manner so that complete accessibility to all fire hydrants, valve basins, sewer manholes, and catch basins is maintained.

Under new State of Illinois requirements, partial lead service line replacements are not allowed. Therefore, if your project requires lead service line replacements (or if this replacement is triggered by repair work undertaken as part of your project) this work will be performed by DWM (or by DWM contractors). The DWM costs for this replacement shall be assigned to the applicant as part of your project costs.

Extreme caution is to be taken to ensure that no facility owned and maintained by this Department is damaged during construction. If damage occurs to any facilities, Bally's Casino will be held responsible for the cost of repairing or replacing them.

Please note that the details described above are valid for 90 days from the date of this letter, after which time, Bally's Casino will be responsible for re-submitting plans to this Department for review and revision of the estimate of cost, as needed. ***Failure to comply with the provisions in this correspondence may result in additional expenses to the proposed project to verify that all work conforms to DWM's standards.***

If there are any questions regarding the water facilities, please contact Bureau of Engineering Services at 312-744-5070.

Sincerely,

A handwritten signature in blue ink that reads "Randy Conner" with a small superscript "IV" at the end.

Randy Conner
Commissioner

JB

Email cc: DOB Plan Desk
 Denis E. Riordan, Chief Plumbing Inspector