

EXHIBIT A

PERMIT

Pursuant to the authority granted in an ordinance approved by Chicago City Council on _____, 2026 (C.J. pp. _____ - _____), permission and authority (jointly, "Permit") are hereby given and granted to South Chicago Property Management Company, Ltd. ("Permittee"), upon the terms and subject to the conditions of this Permit to use and cross the portion of Burley Avenue depicted in Attachment A which is attached hereto and made a part hereof ("Permit Area").

The Permit Area shall be used by Permittee for purposes of a surface crossing within the Permit Area for special equipment, specifically, non-licensed heavy construction and material handling equipment which are operated on and between Permittee's adjacent lands located at 11600 S. Burley Ave., Chicago, IL; 3200 E. 116th St., Chicago, IL (P.I.N. 26-19-200-030 & 26-19-200-033); and 3018 E. 114th St., Chicago, IL (P.I.N. 26-19-200-017) and maintenance required by this Permit ("Authorized Purpose"). Such Authorized Purpose shall comply in all respects with the terms and conditions of this Permit. Use of the Permit Area by licensed vehicles owned or controlled by Permittee shall be deemed ordinary use of the public way by the public and not be considered use for the Authorized Purpose or subject to this Permit.

The term of this Permit shall be for 40 years and subject to compliance with the Permit. As provided in this Permit, Permittee may renew the Permit for three additional 10-year terms.

(1) The Permittee shall use the Permit Area for a crossing in accordance with the terms and conditions of this Permit.

(2) Permittee shall maintain the concrete pavement of the Permit Area in good condition and repair, and safe for public travel. The Permittee shall not be responsible for keeping the Permit Area free from snow, ice, and debris. The Permit shall not prevent the City from using or improving the Permit Area for public way improvements to the same extent and in the same manner as any other public street under its jurisdiction, provided such improvements do not substantially interfere with Permittee's use of the Permit Area for an Authorized Purpose including Permittee's maintenance of the concrete pavement in the Permit Area. Any improvements the City makes to the Permit Area shall be at its sole cost and expense, and Permittee shall not be responsible for any portion of the cost of making such improvements. Notwithstanding the foregoing, if Permittee fails or refuses to perform

maintenance in accordance with this Permit following 10 days written notice from the City to Permittee (or such notice that is reasonable in media and timing consistent with any imminent risk of injury or substantial property damage), the City may, in its sole discretion, perform the required maintenance and deliver to Permittee an invoice for the costs reasonably incurred in performing such maintenance, and within 30 days of receipt, Permittee shall pay such invoice in full.

(3) Permittee may extend the term of this Permit for the three additional 10-year terms by providing written notice to the City not less than 180 days prior to the expiration of the then-current term. Notwithstanding any other provision of this section, the Permit may be modified or amended by the Commissioner of Transportation ("Commissioner") by twenty-one (21) days written notice to Permittee, providing specific findings that such amendment or modification is reasonably necessary to provide for public safety under applicable law, including the Law of Public Trust of the State of Illinois. Any such amendment or modification shall be reasonably determined and implemented based upon public safety. The Commissioner agrees that any such amendment or modification cannot be solely based upon the Authorized Purpose of this Permit. will Further, the Permit may not be modified or amended due to any safety issue not reasonably related to the Permit Area. The Commissioner shall reasonably consider any response or alternative measure submitted by the Permittee within fourteen (14) days of Permittee's receipt of the Commissioner's written notice.

(4) In the event the City or a third party with permission to use the Permit Area shall require the removal, relocation, alteration, repair, maintenance, and restoration of the concrete pavement in the Permit Area that is to be maintained by Permittee, City shall cause the concrete pavement to be restored, repaired, or maintained to the extent necessary at no cost to Permittee.

(5) The Permittee shall furnish to Commissioner, prior to issuance of the Permit, proof of insurance evidencing commercial general liability coverage in an amount not less than \$2,000,000.00 per occurrence, covering bodily injury, personal injury and property damage, that may result from Permittee's use of the Permit Area for the Authorized Purpose. The insurance shall name the city and its agents and employees as additional insured on a primary, noncontributory basis for any liability caused by the Permittee's use of the Permit Area for the Authorized Purpose and shall also clearly indicate that such use is covered by the insurance policy. Every policy shall require 30 days' advance notice to the Commissioner prior to cancellation or lapse of the policy. Proof of renewal of such insurance coverage shall be furnished to the department no later than 30 days prior to the

expiration of the policy. The insurance coverage shall be maintained at all times by the Permittee until the public way use authorized by the permit is terminated.

(6) In addition to any insurance requirement under this section, the Permittee shall indemnify, defend, keep and save harmless the city, its agents and employees against all claims, liabilities, judgments, costs, damages and expenses, including reasonable attorneys' fees, for personal injury or property damage arising out of or resulting from the negligent acts or omissions of the Permittee, its agents, and/or employees, in connection with (i) the Permittee's use of the Permit Area for the Authorized Purpose or (ii) Permittee's performance of maintenance activities required by this Permit, except to the extent proximately caused by the negligent or intentionally tortious acts of the City, its agents, or employees in improving or maintaining the Permit Area. For the avoidance of doubt, Permittee's indemnity shall not apply to the use of the public way, including the Permit Area, by licensed vehicles.

(6) If Permittee transfers title to some or all of its property served by the access provided in this Permit, then upon notice to and approval by the Commissioner, which approval will not be unreasonably withheld or denied, Permittee may transfer this Permit to the transferee of such property. Such reasonable approval may include requiring transferee to submit insurance certificates, access plans showing a need for the Permit and other relevant considerations. Upon such approval and transfer, Permittee shall no longer have any rights or obligations under this Permit.

(7) Permittee's contact information is:

Hal Tolin
South Chicago Property Management Company, Ltd.
11564 South Avenue O
Chicago, Illinois 60617
haltolin@reserve-group.com

With Copy to:

William E. Ryan
Ryan & Ryan Law, LLC
9501 Technology Boulevard, Suite 4300
Rosemont, Illinois 60018
wryan@ryanryanlaw.com

Accepted:

South Chicago Property Management Company, Ltd.,
an Ohio limited liability company

By: _____

Print Name: _____

Title: _____

Attachment A – Permit Area

