Exhibit 9

Periwinkle Playlot Park

Photos and Reconfiguration

Barbel, William

From: Hemstreet, Ken
Sent: Wednesday, May 21, 2003 11:34 AM
To: Barbel, William
Subject: FW: DAN RYAN

-----Original Message-----
From: Cebulski, Jarrod J. [mailto:CebulskiJJ@nt.dot.state.il.us]
Sent: Monday, May 19, 2003 11:59 AM
To: Hemstreet, Ken
Subject: FW: DAN RYAN

> -----Original Message-----
> From: Zyznieuski, Walter G.
> Sent: Monday, May 19, 2003 11:34 AM
> To: Cebulski, Jarrod J.
> Cc: Majerus, Kimberly A.; Feeny, Greg M.
> Subject: FW: DAN RYAN
>
> FYI.
>
> -----Original Message-----
> From: Heimsness, Pamela
> Sent: Friday, May 16, 2003 8:54 AM
> To: Byars, Chris; Stevenson, Jerry; Fraley, Chris; Zyznieuski, Walter G.
> Subject: DAN RYAN
>
> Chris Byars,
>
> I talked to Paul Tufts from the resource center and he verified that the Periwinkle Playlot Park that is leased from IDOT is NOT considered a 4(f). Please forward this information to the appropriate people.
>
> THANKS,
> PAM HEIMSNESS
> FHWA
> <<Heimsness, Pamela.vcf>>
>> <<Heimsness, Pamela.vcf>>

Exhibit 9-1

Illinois Department of Transportation

Division of Highways/District 1
201 West Center Court/Schaumburg, Illinois 60196-1096

Date: August 21, 2002

TO: Ms. Doreen O'Donnell, Project Manager / Chicago Park District

Telephone Number: **312.742.4706** Fax Number: **312.742.5347**

Address: 541 North Fairbanks / Chicago, IL. 60611

From: ***Edward J. Zak, Traffic Permit Manager***

Telephone Number: ***847/705-4131*** Fax Number: ***847/705-5498***

Subject: Permit for use of IDOT right-of-way, for Park District purposes.

Dear Ms. O'Donnell:

We have received your May 2, 2002 letter regarding the four (4), *five-year permits*, for using our right-of-way for playground and/or recreational purposes, under the direction of the Chicago Park District. We have re-evaluated our requirements to authorize usage of such, under permit, and with a more efficient procedure. We also apologize for the delay in responding to you and resolving this matter.

In response to your renewal request, it is our intent to issue a new permit without a defined term/expiration period. The terms and conditions of the original executed permit shall remain applicable and a part of the newly issued permit.

In order to proceed with this process, please initial and date the 1st and last (5th) pages at the appropriate space. This document shall be part of the formal permit to be issued. Next, please complete 3 original permit forms for each location. (required information includes applicant, general location description as identified on page 1 of each agreement, original signature). The permit bond is not required for this permit, as terms of responsibility are identified in the agreement.

Return the completed forms and initialed agreements to our office. We will issue a permit number and formal permit for each location. These permits will not require renewal and will be subject to the concurred to terms and conditions.

cc:Al Bryk/Michael Cullian, Bureau of Land Acquisition

Exhibit 9-2

Illinois Department of Transportation

Division of Highways/District 1
201 West Center Court/Schaumburg, Illinois 60196-1096

PERMITS
Re: 5 Year Permits for Use of IDOT Right-of-Way

February 28, 1996

Ms. Anita Salazar
The Chicago Park District
Administration Building
425 East McFetridge Drive
Chicago, IL 60605

Dear Ms. Salazar:

Attached are the Park District's copies of the five (5) year permits for the subject locations:

1. Parcel L-5, DeJulio Park
2. Parcel JFK-13, Grape Playlot
3. Parcel L100, Periwinkle Park
4. Parcel L-113, Playlot #422

If you have any questions regarding this matter, please contact Ms. Julia Fox of my staff at (847) 705-4131.

Very truly yours,

Duane P. Carlson, P.E.
District Engineer

By: Arthur Klinicki
Arthur Klinicki, P.E.
Traffic Permit Engineer

JF/beh
Attachements

s:\wp\permits\locatns\parkrow.doc

Exhibit 9-3

PERMIT FOR USE OF
ILLINOIS DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY

The Illinois Department of Transportation, Division of Highways ("Department"), 201 West Center Court, Schaumburg, IL 60196-1096, hereby grants permission to **The Chicago Park District, 425 East McFetridge Drive, Chicago, Illinois 60605** ("Permittee"), a unit of local government, to use property situated as described in Exhibit A, for the following purpose(s) only:

Use of said property (Parcel L-100) located west of the Dan Ryan Expressway at the northeast corner of Perry Avenue and 66th Street for a playground and recreational area.

This permit is subject to the following terms and conditions:

1. This permit is valid for a period of five (5) years from the date of issuance unless revoked or terminated under paragraph 2 or 3.

2. This permit is revocable at will by the Department upon thirty (30) days written notice to the Permittee. This permit may also be revoked immediately by the Department upon written notice to the Permittee for any breach by Permittee of the terms and conditions of this permit or in the event the Permittee ceases to use or abandons the premises.

3. Permittee may terminate this permit upon written notice to the Department.

4. Upon revocation or termination or upon expiration of this permit, Permittee agrees to immediately yield possession of said premises to the Department and, at Permittee's sole cost and expense, to restore said premises to a condition satisfactory to the Department and to remove from the premises, all improvements, and appurtenances thereto, or any other property of any name or nature, utilized, owned, or controlled by said Permittee or anyone claiming under it, except any surfacing and column guards. Any such property not removed from premises within thirty (30) days after revocation or termination of said permit shall be deemed abandoned by the Permittee and may be removed and disposed of by the Department, its agents, employees, or contractors, in any manner it sees fit, at the sole cost and expense of the Permittee, or,

the Department, in its discretion, may elect to declare the same the property of the Department whereupon all rights of the Permittee therein shall terminate immediately.

5. The Permittee shall submit to the Department, for approval, a plan of operation specifically detailing the intended development, occupation, and use of said premises, including the installation and location of any improvements to be situated thereon. No work shall commence until approval is received by the Permittee. The cost of plan preparation as well as any improvements shall be the sole obligation of the Permittee.

6. If the premises will be used by Permittee for the purpose of parking motor vehicles, the plan of operation must give proper consideration to the need for the following:

   a. Parking design or arrangement to assure orderly and functional parking.

   b. Plantings or other screening measures to improve the aesthetics and appearance of the area.

   c. Surfacing, lighting, fencing, striping, curbs, wheel stops, pier protection devices, etc.

   d. Access for fire protection and fire fighting equipment.

7. The Permittee shall be responsible for ascertaining the correct location of property lines in connection with this permit.

8. The premises shall not be occupied or used by the Permittee for other than the purpose(s) specified herein and in the approved plan of operation without written approval of the Department, and, when applicable, the Federal Highway Administration.

9. No representations as to the condition, repair, or suitability of the premises have been made to the Permittee by the Department, its agents, or employees.

10. Any improvement made to the premises by Permittee shall be fire resistant in accordance with the provisions of local applicable building codes. The premises shall not be used for the

manufacture or storage of flammable material, explosive or hazardous material, nor for any occupation which is deemed by the Department or, when applicable, the Federal Highway Administration to be a hazard to highway or non-highway users, nor for the conduct of any business or occupation causing the emission of fumes, vapors, odors, drippings, droppings, or discharges which are deemed by the Department to adversely affect the highway facility or the use thereof.

11. The Permittee, at Permittee's own cost and expense shall maintain said premises, including all driveways, fences, guardrails and drainage facilities heretofore, or hereafter erected, provided that the Permittee may at its expense install and maintain such additional entrances as may be required by its use of said premises, subject to permit requirements of, and the approval by the Department and, where applicable, concurrence by the Federal Highway Administration. The Permittee shall take all steps necessary to effectively protect and maintain fences, guardrails, drainage facilities and, if the property is under a bridge structure, the piers and columns of the bridge from damage incident to the Permittee's use of such premises, all without expense to the Department. The Permittee shall be liable to and shall reimburse the Department for any damage to Department-owned fences, guardrails, drainage facilities and piers, or columns resulting from or attributable to the use and occupancy of said premises by the Permittee or any person entering upon the same with the expressed or implied consent of the Permittee. The Department, by the terms of this permit, or otherwise, shall not be bound to do or cause to be done any maintenance, repair, replacement or improvement of said premises or appurtenances thereto.

12. The Premises shall be maintained by Permittee so as to assure that the structures and the area within the highway right-of-way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with highway use. In the event Permittee fails to fulfill its maintenance obligations, the Department may enter the premises to perform the maintenance at the expense of the Permittee.

13. The Department and, when applicable, the Federal Highway Administrtion shall have the right to enter, inspect, and view the

premises at all times and shall have the right to take possession thereof in case of national or other emergency.

14. This Permit shall not relieve the Permittee from obtaining any license or permit as may be required by any other public body.

15. Permittee shall not transfer or assign its rights under this Permit without prior written approval of the Department and, when applicable, the Federal Highway Administration. If the Department approves such a transfer or assignment, the terms and provisions of this Permit shall extend to and be binding upon and inure to the benefit of any approved successor of the Permittee.

16. Permittee shall not erect or allow to be erected any signs on the premises except as approved, in writing, by the Department. Only signs pertaining to the use of the premises by the Permittee shall be considered.

17. The Permittee assumes liability for all losses, expenses, costs, actions, causes of action, demands, damages, and claims in connection with or arising out of any injuries, or claimed or alleged injury (including, but not being limited to, death) to any person, or any damage or claimed or alleged damages, to any property of any person sustained, or claimed, or alleged to have been sustained in connection with, or to have arisen out of or to have resulted from, whether directly or indirectly, the occupation and use of the premises by Permittee, or by any one or more of its contractors, agents, servants, or employees including, but not being limited to, losses, costs, expenses, or damages sustained by the Department itself; and Permittee agrees to indemnify and hold harmless Department, its agents, servants, and employees, from any and all such losses, expenses, costs, actions, causes of action, demands, damages, and claims and agrees to defend any suit or action brought against any one or more of them based on any such alleged injury or damage, and to pay all damages, costs, losses, and expenses incurred, including but not limited to, attorney's fees, in connection therewith or resulting therefrom.

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

Dennis P. Carlson

District Engineer OK

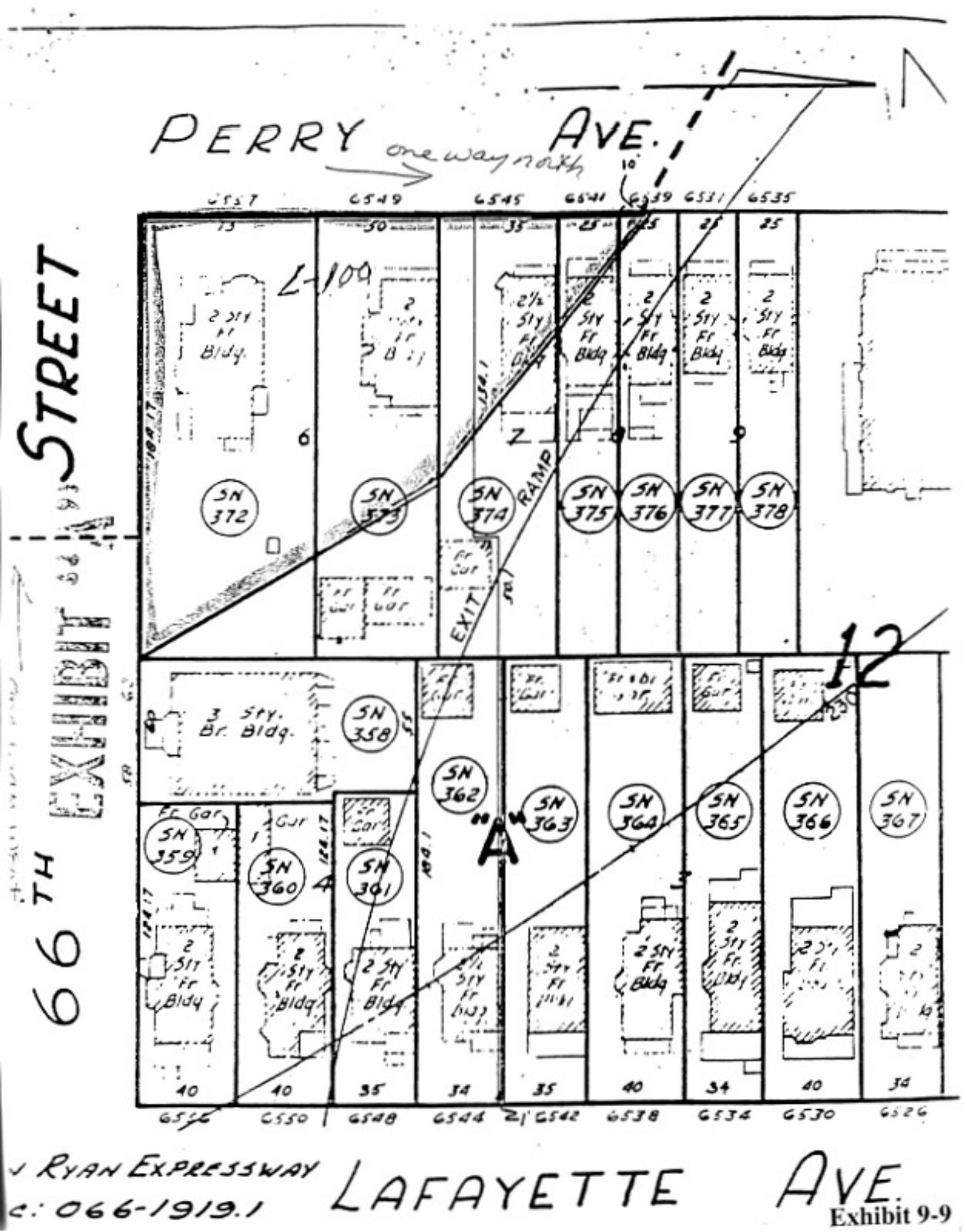
DATE ISSUE: 2/15/96

ACCEPTED: [signature] General Superintendent & CEO
(Name and Title)

PERMITTEE

s:\mgr1\wp\permits\locatns\periwipk.doc

Exhibit 9-8


PERRY AVE.
one way north
66TH STREET
EXHIBIT
LAFAYETTE AVE.
RYAN EXPRESSWAY
c: 066-1919.1
L-109
12
A
RAMP
EXIT
SN 372
SN 373
SN 374
SN 375
SN 376
SN 377
SN 378
SN 358
SN 359
SN 360
SN 361
SN 362
SN 363
SN 364
SN 365
SN 366
SN 367
3 Sty. Br. Bldg.
2 Sty Fr Bldg
2½ Sty Fr Bldg
Fr Gar
6557
6549
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6534
6530
6526

Exhibit 9-9

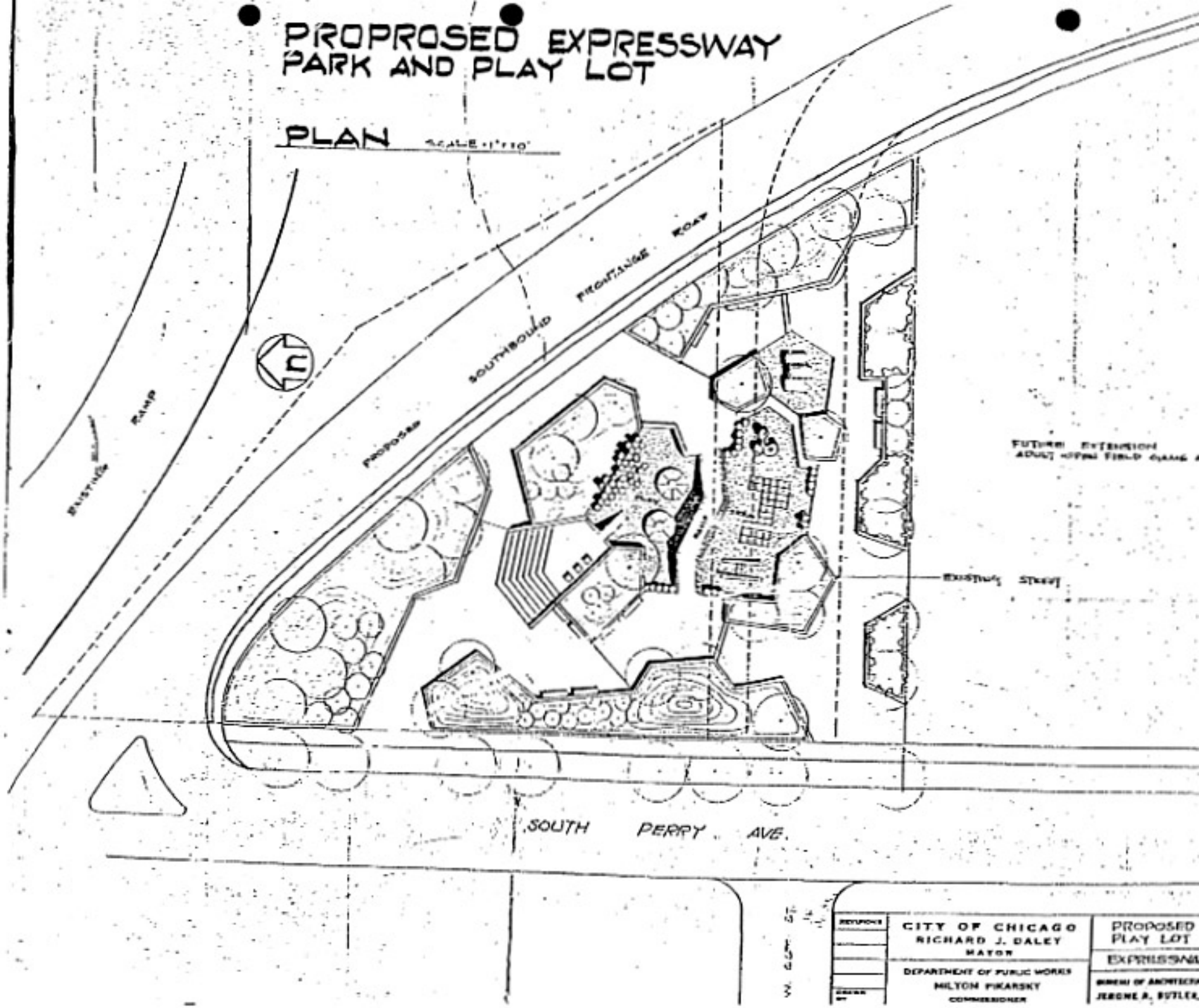
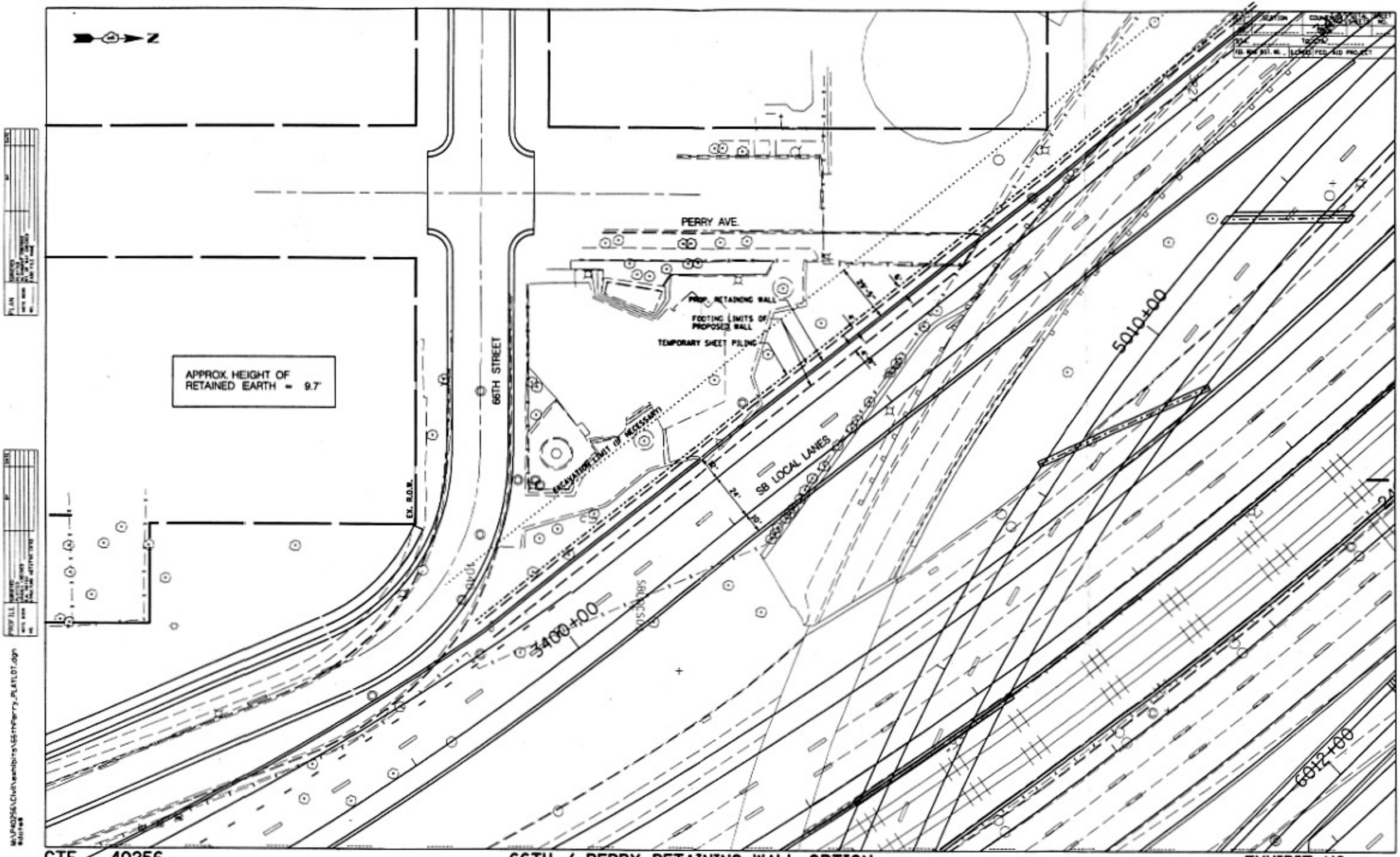

PROPROSED EXPRESSWAY
PARK AND PLAY LOT
PLAN
SOUTHBOUND FRONTAGE ROAD
PROPOSED
EXISTING RAMP
N
FUTURE EXTENSION
EXISTING STREET
SOUTH PERRY AVE.
W. 63RD ST.
CITY OF CHICAGO
RICHARD J. DALEY
MAYOR
DEPARTMENT OF PUBLIC WORKS
MILTON PIKARSKY
COMMISSIONER
PROPOSED
PLAY LOT
EXPRESSWAY
JEROME A. BUTLER

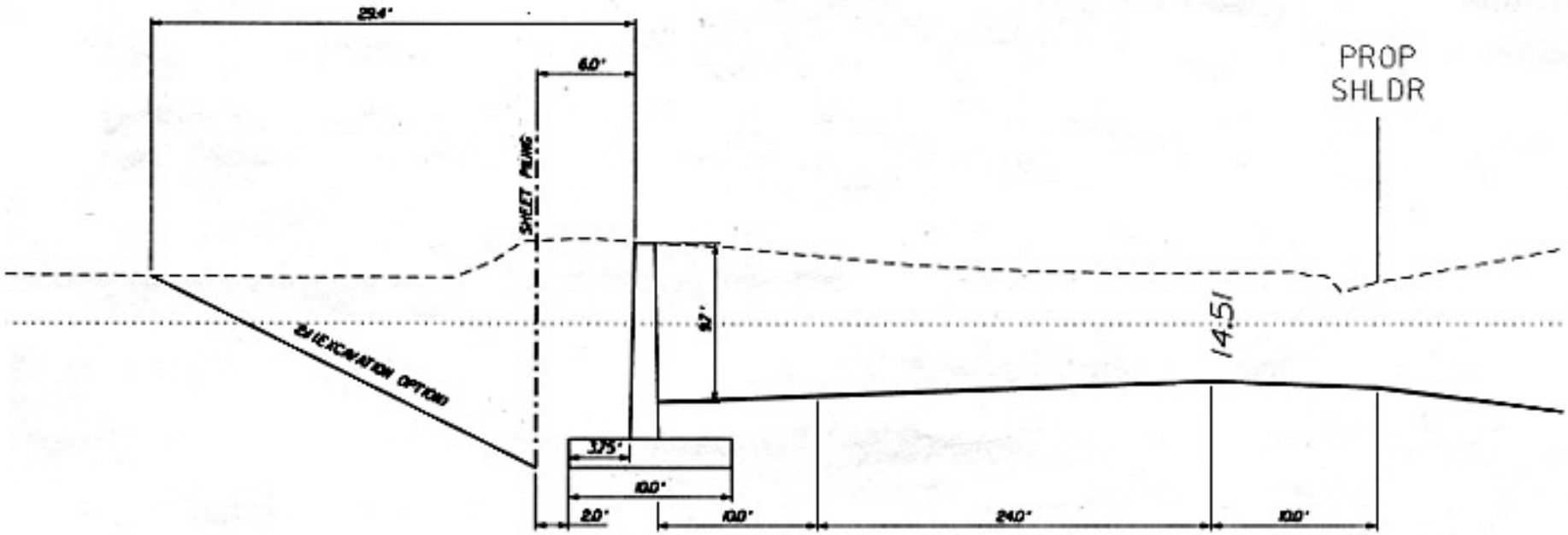
Exhibit 9-10



CTE 40256

66TH / PERRY RETAINING WALL OPTION

EXHIBIT NO. 9-11



SB EXPRESS (STA 1402+00)

SCALE
1" = 10' H
1" = 10' V

Exhibit 9-12