

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a), of the 1970 Constitution of the State of Illinois, and, as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Metropolitan Transit Authority Act, 70 ILCS 3605/1, et seq., created the Chicago Transit Authority (the "CTA") with the power to acquire, construct, own, operate and maintain for public service a transportation system in the metropolitan area of Cook County; and

WHEREAS, the CTA has a project, known as the "Red Line Extension Project", to extend its Red Line service from 95th Street to 130th Street ("RLE Project"); and

WHEREAS, on December 14, 2022, the City Council approved: (1) "An Ordinance of the City of Chicago, Illinois Designating a Transit Facility Improvement Area for the Red Line Extension (RLE) Project" (CJ pp. 57775-57777); (2) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Red Line Extension (RLE) Redevelopment Project Area" (CJ pp. 57525-57601); (3) "An Ordinance of the City of Chicago, Illinois Designating the Red Line Extension (RLE) Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act" (CJ pp. 57734-57774); (4) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Red Line Extension (RLE) Redevelopment Project Area" (CJ pp. 57778-57817); and (5) "Intergovernmental Agreement with Chicago Transit Authority for Use of Tax Increment Financing Assistance Funds for Red Line Extension Project" (CJ pp. 57261-57356) (together the "Transit TIF Ordinances"); and

WHEREAS, the Transit TIF Ordinances establish a project area between 95th Street and 130th Street (the "RLE Project Area"); and

WHEREAS, the City owns land within the RLE Project Area, which is legally described in Exhibit A attached hereto ("Property"), that CTA needs for the RLE Project; and

WHEREAS, the CTA has submitted a proposal to the City's Department of Planning and Development to purchase the Property for One and No/100 Dollar (\$1.00) per parcel, to support the RLE Project; and

WHEREAS, certain parcels of the Property are located within the boundaries of other Tax Increment Financing Redevelopment Project Areas, specifically: (i) the 119th/Halsted Redevelopment Project Area; (ii) the 107th/Halsted Project Area; (iii) the Roseland/Michigan Avenue Redevelopment Project Area; (iv) the Lake Calumet Industrial Redevelopment Project Area; and (v) the 105th Street and Vincennes Avenue Redevelopment Project Area ("Redevelopment Areas"); and

WHEREAS, by Resolution No. 23-CDC-33, adopted on August 8, 2023, the Community Development Commission ("CDC") recommended the conveyance of the Property for the RLE Project as consistent with the respective Redevelopment Plans for each of those Redevelopment Areas; and

WHEREAS, the CTA's Board of Directors, pursuant to a resolution adopted on September 22, 2023, approved the acquisition of the Property for the purpose of the RLE Project; and

WHEREAS, by Resolution No. 23-035-21, adopted on September 21, 2023, the Chicago Plan Commission approved the disposition of the Property; and

WHEREAS, supporting the RLE Project is related to the government and affairs of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby incorporated by reference and made a part hereof.

SECTION 2. The Commissioner of the Planning and Development ("Commissioner of DPD"), or a designee of the Commissioner of DPD, is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to execute an intergovernmental agreement with CTA substantially in the form of exhibit B which is attached and incorporated ("IGA").

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, one or more quitclaim deed(s) conveying portions of the Property to the CTA, in accordance with the IGA.

SECTION 4. The Commissioner of DPD is authorized to take all actions and, subject to the approval of the Corporation Counsel as to form and legality, execute all agreements, which are necessary or appropriate for implementation of the IGA and the intention of this ordinance, including the execution of the permanent easement referenced in the IGA, subject to approval of Commissioner of Assets, Information and Services ("Commissioner of DAIS"). Further, the Commissioner of DPD is authorized to designate any City owned or controlled property for inclusion in the temporary easement in accordance with the IGA.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately upon its passage and approval.

Attachments:

Exhibit A	Legal Description of Property
Exhibit B	Form of IGA

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Fee Property

PARCEL: RLE-010-PA **COMMON ADDRESS:** 401 W. 103rd Pl
PIN: 25-16-105-036-0000

LEGAL DESCRIPTION:

LOT 38, EXCEPT THE WEST 16 FEET AND EXCEPT RAILROAD, IN C. DE JONG'S SUBDIVISION OF NORTH 179 FEET LOT 3 OF SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-023-PA **COMMON ADDRESS:** 120 E. 116th St, 122 E. 116th St, 124 E. 116th St, 128 E. 116th St, 130 E. 116th St, 132 E. 116th St, 134 E. 116th St

PIN(S): 25-22-304-027-0000; 25-22-304-028-0000; 25-22-304-029-0000; 25-22-304-030-0000; 25-22-304-031-0000; 25-22-304-032-0000; 25-22-304-033-0000; 25-22-304-034-0000; 25-22-304-035-0000; 25-22-304-036-0000

LEGAL DESCRIPTION:

PARCEL 1

LOT 1 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 3 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 4 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 5 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 6 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 26 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT 25 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. Common address for informational purposes only: 136 E. 116th St. Chicago IL 60628.

PARCEL 9:

LOTS 23 AND 24 IN BLOCK 9 IN KENSINGTON, BEING A SUBDIVISION OF THE SOUTHWEST 2/3 ACRES WEST OF THE RAILROAD OF THE NORTH 60 ACRES OF THE SOUTHEAST 1/4 OF LOTS 1-4 INCLUSIVE IN THE ASSESSOR'S DIVISION OF THE NORTH 60 ACRES OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-112-PA **COMMON ADDRESS:** 334 W. 111th Pl.

PIN: 25-21-200-017-0000

LEGAL DESCRIPTION:

LOTS 229 AND 230 IN ROSELAND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-124-PA **COMMON ADDRESS:** 10638 S. Stewart Ave.

PIN: 25-16-129-030-0000

LEGAL DESCRIPTION:

THE SOUTH 3.5 FEET OF LOT 22 (EXCEPT THE EAST 33 FEET THEREOF) AND (EXCEPT THE WEST 1139.9 FEET THEREOF), LOT 27 (EXCEPT THE EAST 33 FEET THEREOF) AND (EXCEPT THE WEST 1139.9 FEET THEREOF) AND THAT PART OF THE NORTH 65 FEET OF LOT 30, LYING EAST OF LINE RUNNING FROM A POINT ON THE EAST LINE OF THE WEST 1203.9 FEET OF LOT 30 AFORESAID, SAID POINT BEING 221 FEET NORTH OF THE NORTH LINE OF THE SOUTH 33 FEET OF LOT 30 AFORESAID, TO THE POINT OF INTERSECTION OF THE LINE BETWEEN LOT 27 AND 30 AFORESAID WITH THE EAST LINE OF THE WEST 1154.9 FEET OF LOTS 27 AND 30 AFORESAID (EXCEPT THE EAST 33 FEET THEREOF) IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-125-PA **COMMON ADDRESS:** 356 W. 111th St.

PIN: 25-16-427-001-0000

LEGAL DESCRIPTION:

LOT 3, TOGETHER WITH THE SOUTH 1/2 OF VACATED 110TH STREET LYING NORTH AND ADJOINING SAID LOT 3 IN THE RESUBDIVISION OF THE WEST 9 FEET OF LOT 18 AND ALL

OF LOTS 19, 20, 21, 22 & 25 IN BLOCK 2 AND LOT 22 IN BLOCK 3 IN HORTON'S SUBDIVISION OF LOT 55 AND THE NORTH 1/2 OF LOT 58 IN THE SCHOOL TRUSTEES SUBDIVISION AND LOT 45 IN D.H. HORTON'S SUBDIVISION OF THE SOUTH 1/2 OF LOT 58 IN SCHOOL TRUSTEES SUBDIVISION AND LOTS 2 THROUGH 7 IN THE RESUBDIVISION OF LOTS 44 TO 51, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 63 IN SCHOOL TRUSTEES WITH THE VACATED ALLEY WEST OF AND ADJOINING LOTS 47 AND 48 AND VACATED ALLEY AND STREETS VACATED UNDER DOCUMENT NO. 3368496 RECORDED MARCH 28, 1903 AND DOCUMENT NO. 3818056 RECORDED FEBRUARY 8, 1906, ALL IN SECTION 16, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-126-PA **COMMON ADDRESS:** 11579 S. Michigan Ave.
PIN: 25-22-304-008-0000

LEGAL DESCRIPTION:

LOTS 4 TO 8 IN HARRIET F. REES SUBDIVISION OF BLOCK 10 (EXCEPT THE NORTH 135 FEET THEREOF) IN KENSINGTON, AND OF THAT PART OF VACATED THORNTON ROAD LYING WEST AND ADJOINING SAID BLOCK 10, IN THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-127-PA **COMMON ADDRESS:** 319 E. 117th St.
PIN: 25-22-316-001-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 1 TO 8 BOTH INCLUSIVE (EXCEPT THE EAST 16 FEET OF SAID LOT 8) LOT 46 IN BLOCK 5 IN SAMUEL J. GLOVER AND GEORGE N. BLACK'S SUBDIVISION OF BLOCK 1 AND THAT PART OF BLOCK 6 LYING BETWEEN THE ILLINOIS CENTRAL AND THE CHICAGO AND WESTERN INDIANA RAILROADS IN THE FIRST ADDITION TO KENSINGTON IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST AND WEST 16 FOOT PUBLIC ALLEY SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 6, 7 AND 8 (EXCEPT THE EAST 16 FEET OF SAID LOT 8) ALSO ALL 16 FOOT PUBLIC ALLEY RUNNING IN A NORTHWESTERLY DIRECTION SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 1 TO 6 SOUTHEASTERLY OF THE WEST LINE OF SAID LOT 1 PRODUCED SOUTH ALL IN BLOCK 5 IN SAMUEL J. GLOVER AND GEORGE N. BLACK'S SUBDIVISION OF BLOCK 1 AND THAT PART OF BLOCK 6 LYING BETWEEN ILLINOIS CENTRAL AND CHICAGO AND WESTERN INDIANA RAILROADS IN THE FIRST ADDITION TO KENSINGTON AS PER PLAT THEREOF RECORDED AS DOCUMENT 358729 ALL IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-129-PA **COMMON ADDRESS:** 348 W. 110th Pl.
PIN: 25-16-423-019-0000

LEGAL DESCRIPTION:

LOT 43 IN O.H. HORTON'S SUBDIVISION OF THE SOUTH 1/2 OF LOT 58 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-131-PA **COMMON ADDRESS:** 500 E. 134th St.
PIN: 25-35-100-010-0000

LEGAL DESCRIPTION:

THE EAST 5 ACRES OF THE SOUTH ONE HALF OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-132-PA **COMMON ADDRESS:** 1108 E. 133rd St.
PIN: 25-35-100-016-0000

LEGAL DESCRIPTION:

THE EAST 170 FEET OF THE WEST 15 ACRES (EXCEPT STREETS) IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF 134TH STREET AS ORIGINALLY LAID OUT, ALL IN-COOK COUNTY, ILLINOIS.

PARCEL: RLE-139-PA **COMMON ADDRESS:** 11542 S. Michigan Ave.; 11578 S. Michigan Ave.; 11552 S. Michigan Ave.; 11517 S. State St.; 11562 S. Wabash Ave.; 11534 S. Michigan Ave.
PIN: 25-22-300-053-0000; 25-22-300-058-0000; 25-22-300-068-0000; 25-22-300-006-0000, 25-22-300-007-0000, 25-22-300-042-0000; 25-22-300-019-0000; 25-22-300-043-0000, 25-22-300-038-0000, 25-22-300-005-0000, 25-22-300-041-0000, 25-22-300-040-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOT 4 AND THE EAST 1/2 OF THE VACATED NORTH AND SOUTH PUBLIC ALLEY LYING WEST OF AND ADJOINING SAID LOT 4 IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12, (EXCEPT LOT 1) IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 12 IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 OF KENSINGTON (EXCEPT LOT 1) OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.

ALSO

THAT PORTION OF SOUTH WABASH AVENUE VACATED BY TRACK ELEVATION ORDINANCE PASSED APRIL 5, 1911 BY THE CHICAGO CITY COUNCIL, LYING WEST OF THE WEST LINE OF LOT 12 IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 OF KENSINGTON (EXCEPT LOT 1) A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF THE INDIAN BOUNDARY LINE, LYING SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT 12 EXTENDED WESTERLY TO THE EAST LINE OF LOT 33 IN BLOCK 2 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12, AFORESAID LYING NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT 12 EXTENDED TO THE SOUTHEAST CORNER OF SAID LOT 33 AND LYING EAST OF THE EAST LINE OF SAID LOT 33 IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1, 2, 3, AND LOTS 5 TO 11 IN BLOCK 1 IN THE RESUBDIVISION OF REES' AND SAWYER'S SUBDIVISION OF BLOCK 12 OF KENSINGTON, EXCEPT LOT 1 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

A STRIP OF LAND MARKED "PRIVATE ALLEY" LYING NORTH OF AND ADJOINING LOT 3 IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 AFORESAID, SAID STRIP LYING SOUTH OF AND ADJOINING A TRACT OF LAND MARKED "NOT INCLUDED" IN THIS SUBDIVISION AS SHOWN ON THE PLAT OF SAID RESUBDIVISION RECORDED AS DOCUMENT 370987 IN BOOK 16 OF PLATS PAGE 68, IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST 1/2 OF THE NORTH AND SOUTH 16 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 5 TO 10, BOTH INCLUSIVE, IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 1/2 OF THE NORTH AND SOUTH 16 FOOT VACATED PUBLIC ALLEY LYING EAST OF AND ADJOINING LOTS 1 TO 3, BOTH INCLUSIVE, AND LYING EAST OF AND ADJOINING THE PRIVATE ALLEY WHICH LIES NORTH OF AND ADJOINING LOT 3 IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

THE PART OF THE EAST 1/2 OF VACATED SOUTH WABASH AVENUE WHICH LIES SOUTH OF THE NORTH LINE EXTENDED OF THE PRIVATE ALLEY WHICH LIES NORTH OF AND ADJOINING LOT 3 IN BLOCK 1 IN THE RESUBDIVISION AFORESAID AND NORTH OF THE SOUTHWEST LINE EXTENDED OF LOT 1 IN SAID BLOCK 1, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 33 IN BLOCK 2 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 (EXCEPT LOT 1) IN KENSINGTON, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PART OF PARCEL 4 & 6:

THAT PART OF LOTS 6 AND 7 (EXCEPT THAT PART OF SAID LOT 7 CONVEYED TO CHICAGO AND WESTERN INDIANA RAILROAD COMPANY BY WARRANTY DEED DATED DECEMBER 27, 1879 AND RECORDED JANUARY 9, 1880 IN BOOK 953, PAGE 99 AS DOCUMENT NUMBER 252016) AND THAT PART OF THE NORTH AND SOUTH VACATED 16 FOOT PUBLIC ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOT 6 AND LYING EAST OF AND ADJOINING THE EAST LINE OF SAID LOT 7, IN ERHARDT'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING PART OF LOT 3 IN THE ASSESSOR'S DIVISION OF THE NORTH

60 ACRES OF THE SOUTHWEST 1 /4 OF SECTION AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24,1874 IN BOOK OF PUTS, PAGE 8, AS DOCUMENT NUMBER 192320 IN COOK COUNTY, ILLINOIS, AND THAT PART OF LOT 1 AND THE EAST 1/2 OF VACATED WABASH AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOT 1 IN REES AND SAWYER'S SUBDIVISION OF BLOCK 12 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING SOUTH OF THE FOLLOWING DESCRIBED LINE "A":

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD AND THE EAST LINE OF STATE STREET PER DOCUMENT NUMBER 290573; THENCE NORTH ALONG SAID EASTERLY LINE NORTH 1 DEGREE 46 MINUTES 23 SECONDS WEST, 101.26 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 39 MINUTES 11 SECONDS EAST, 133.00 FEET; THENCE SOUTH 56 DEGREES 12 MINUTES 44 SECONDS EAST, 325.98 FEET TO THE SOUTH LINE OF LOT 1 IN REES AND SAWYER'S SUBDIVISION OF BLOCK 12 OF KENSINGTON; THENCE NORTH 88 DEGREES 39 MINUTES 11 SECONDS EAST ALONG SAID SOUTH LINE, 123.06 FEET TO THE WEST LINE OF MICHIGAN AVENUE PER DOCUMENT NUMBER 290573 FOR THE POINT OF TERMINUS.

PARCEL: RLE-143-PA **COMMON ADDRESS:** 1111 W. 110th St.

PIN: 25-17-412-046-0000

LEGAL DESCRIPTION:

THE WEST 12 1/2 FEET OF LOT 2 AND ALL OF LOT 3 IN BLOCK 13 IN NILS OLSON SUBDIVISION OF BLOCKS 13, 14 AND 17 TO 19 IN STREET'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, AND THE NORTH 20 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-146-PA **COMMON ADDRESS:** 12119 S. Union Ave.; 12111 S. Union Ave.; 12121 S. Union Ave.

PIN: 25-28-118-007-0000; 25-28-118-035-0000; 25-28-118-008-0000

LEGAL DESCRIPTION:

PARCEL 1: 25-28-118-007-0000

LOT 31 IN BLOCK 34 IN WEST PULLMAN IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: 25-28-118-035-0000

LOT 32 AND THE SOUTH 1/2 OF LOT 33 IN BLOCK 34 IN WEST PULLMAN IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: 25-28-118-008-0000

LOT 30 IN BLOCK 34 IN WEST PULLMAN IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-161-PA **COMMON ADDRESS:** 10200-10202 S. Parnell Ave.

PIN: 25-09-328-010-0000 and 25-09-328-011-0000

LEGAL DESCRIPTION:

LOTS 1 AND 2 (EXCEPT THE SOUTH 9.96 FEET OF SAID LOT 2) IN BLOCK 45 IN EAST WASHINGTON HEIGHTS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-168-PA **COMMON ADDRESS:** 12138 S. Union Ave.

PIN: 25-28-117-027-0000

LEGAL DESCRIPTION:

LOT 7 IN BLOCK 35 IN WEST PULLMAN, A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-169-PA **COMMON ADDRESS:** 12139 S. Union Ave.

PIN: 25-28-118-013-0000

LEGAL DESCRIPTION:

LOT 24 IN BLOCK 34 IN WEST PULLMAN IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL RLE-187-PA **COMMON ADDRESS:** 12127 S. Union Ave.

PIN: 25-28-118-010-0000

LEGAL DESCRIPTION:

LOTS 27 AND 28 IN BLOCK 34 IN WEST PULLMAN IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL RLE-188-PA **COMMON ADDRESS:** 203 E. 116th St. and 356 E. 118th St.

PIN: 25-22-317-014-0000 and 25-22-317-015-0000

LEGAL DESCRIPTION:

LOTS 23 AND 24 IN BLOCK 3 IN SAMUEL J. GLOVER AND GEORGE N. BLACK'S SUBDIVISION OF BLOCK 1 AND THAT PART OF BLOCK 6 LYING BETWEEN ILLINOIS CENTRAL AND CHICAGO AND WESTERN INDIANA RAILROAD ALL IN FIRST ADDITION TO KENSINGTON IN THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL.: RLE-195-PA **Common Address:** 12536 S. Cottage Grove Ave & 12534 S. Cottage Grove Ave

PIN: 25-27-200-010-0000;25-27-200-012-0000

LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED PROPERTY (EXCEPT THAT PART LYING SOUTH OF A LINE 875 FEET NORTH OF THE CENTERLINE OF 126TH STREET, AS EXTENDED):

AN IRREGULAR SHAPED PARCEL LYING NORTHEASTERLY OF THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO PROPERTY AND SOUTHWESTERLY OF 40 FOOT WIDE DEDICATED SOUTH COTTAGE GROVE AVENUE IN THE EAST 1/2 OF SECTION

27 AND FRACTIONAL SECTION 27 SOUTH OF INDIAN BOUNDARY LINE BOTH IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEGINNING AT A POINT OF INTERSECTION OF THE EAST WEST CENTERLINE OF SAID SECTION 27 WITH A LINE THAT IS PARALLEL TO AND 250 FEET DISTANT FROM THE CENTERLINE OF THE MICHIGAN CENTRAL RAILROAD COMPANY TRACT NUMBER 120 WHICH POINT IS FOUND BY COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27 AND THENCE NORTH 87 DEGREES 13 MINUTES 19 SECONDS EAST ON THE SOUTH LINE OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, A DISTANCE OF 766.33 FEET TO A LINE THAT IS PARALLEL TO AND 250 FEET DISTANT FROM THE CENTERLINE OF THE MICHIGAN CENTRAL RAILROAD COMPANY'S TRACK NUMBER 120; THENCE NORTH 35 DEGREES 36 MINUTES 41 SECONDS WEST ON SAID 250 FOOT PARALLEL LINE A DISTANCE OF 3161.90 FEET TO THE EAST WEST CENTERLINE OF SAID SECTION 27 AND THE POINT OF BEGINNING, THENCE CONTINUING NORTH 35 DEGREES 36 MINUTES 41 SECONDS WEST ON SAID 250 FOOT PARALLEL LINE A DISTANCE OF 1042.25 FEET, THENCE NORTH 46 DEGREES 46 MINUTES 31 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID METROPOLITAN SANITARY DISTRICT PROPERTY A DISTANCE OF 911.12 FEET, THENCE NORTH 58 DEGREES 26 MINUTES 41 SECONDS WEST, A DISTANCE OF 508.71 FEET, THENCE NORTH 21 DEGREES 50 MINUTES 30 SECONDS EAST A DISTANCE OF 354.43 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND OWNED BY STAINLESS PROCESSING COMPANY, THENCE SOUTH 47 DEGREES 05 MINUTES 23 SECONDS EAST, A DISTANCE OF 1181.17 FEET TO POINT OF INTERSECTION OF THE NORTH LINE OF 40 FOOT WIDE 124TH STREET AND THE WESTERLY LINE OF 40 FOOT WIDE SOUTH COTTAGE GROVE, THIS 1181.17 FOOT LINE BEING MORE OR LESS 20 FEET SOUTHWESTERLY OF THE CENTERLINE OF A SERIES OF LADDER TRACKS OF A RAILROAD YARD, THENCE SOUTH 35 DEGREES 36 MINUTES 41 SECONDS EAST A DISTANCE OF 1540.70 FEET TO THE EAST WEST CENTERLINE OF SAID SECTION 27, THENCE SOUTH 87 DEGREES 03 MINUTES 19 SECONDS WEST ON SAID EAST WEST CENTERLINE A DISTANCE OF 190.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Easement Property

PARCEL.: RLE-014-PA **Common Address:** 11631-11633 S Indiana Ave.
PIN: 25-22-311-013-0000; 25-22-311-012-0000

LEGAL DESCRIPTION:

THAT PART OF LOT 22, LOT 23 AND LOT 24, IN BLOCK 1 OF SAMUEL J. GLOVER & GEORGE N. BLACKS SUBDIVISION OF BLOCK 1 AND THAT PART OF BLOCK 6 LYING BETWEEN ILLINOIS CENTRAL AND CHICAGO AND WESTERN INDIANA RAILROADS, ALL IN FIRST ADDITION TO KENSINGTON, A SUBDIVISION IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1881, AS DOCUMENT NO. 358729, DESCRIBED AS FOLLOWS WITH BEARINGS AND DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), LYING ABOVE A HORIZONTAL PLANE ELEVATION OF 29.72 FEET (CITY OF CHICAGO DATUM):

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 22; THENCE NORTH 56 DEGREES 37 MINUTES 55 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 22, BEING ALSO THE NORTH LINE OF THE UNION PACIFIC RAILROAD (FORMERLY THE CHICAGO AND WESTERN INDIANA RAILROAD), 152.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22; THENCE NORTH 1 DEGREE 46 MINUTES 37 SECONDS WEST ON THE WEST LINE OF SAID LOT 22, LOT 23, AND LOT 24, A DISTANCE OF 79.49 FEET TO A LINE DRAWN 65.00 FEET NORTHEAST OF

(AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 22, AND THE NORTH LINE OF THE UNION PACIFIC RAILROAD, AFORESAID; THENCE SOUTH 56 DEGREES 37 MINUTES 55 SECONDS EAST, ON SAID PARALLEL LINE, 152.87 FEET TO THE EAST LINE OF SAID LOT 22; THENCE SOUTH 1 DEGREE 46 MINUTES 37 SECONDS EAST ON SAID EAST LINE, 79.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. SAID PARCEL CONTAINING A HORIZONTAL PLANE AREA OF 9,936 SQUARE FEET, MORE OR LESS, OR 0.228 ACRE, MORE OR LESS.

THAT PART OF LOT 22, IN BLOCK 1 OF SAMUEL J. GLOVER & GEORGE N. BLACKS SUBDIVISION OF BLOCK 1 AND THAT PART OF BLOCK 6 LYING BETWEEN ILLINOIS CENTRAL AND CHICAGO AND WESTERN INDIANA RAILROADS, ALL IN FIRST ADDITION TO KENSINGTON, A SUBDIVISION IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1881, AS DOCUMENT NO. 358729, DESCRIBED WITH BEARINGS AND DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), LYING BELOW A HORIZONTAL PLANE ELEVATION OF 29.72 FEET (CITY OF CHICAGO DATUM), AND BEING TWO SEPARATE CIRCLES IN SHAPE WITH A RADIUS OF 6.00 FEET, THE CENTER OF SAID CIRCLES FURTHER DESCRIBED HEREIN AS POINTS "A" AND "B", LOCATED ON THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 22; THENCE NORTH 1 DEGREE 46 MINUTES 37 SECONDS WEST ON THE EAST LINE OF SAID LOT, 35.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 56 DEGREES 29 MINUTES 09 SECONDS WEST, 15.04 FEET TO THE CENTER OF A COLUMN AS CONSTRUCTED, DESIGNATED POINT "A" BEING THE RADIUS POINT OF THE FIRST OF SAID TWO 6.00 FOOT RADIUS CIRCLES; THENCE CONTINUING NORTH 56 DEGREES 29 MINUTES 09 SECONDS WEST, 120.00 FEET TO THE CENTER OF A COLUMN AS CONSTRUCTED, DESIGNATED POINT "B" BEING THE RADIUS POINT OF THE SECOND OF SAID TWO 6.00 FOOT RADIUS CIRCLES; THENCE NORTH 56 DEGREES 29 MINUTES 09 SECONDS WEST, 18.10 FEET TO A POINT OF TERMINATION OF SAID LINE ON THE WEST LINE OF SAID BLOCK 1, AT A POINT 36.02 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 22, AS MEASURED ON THE WEST LINE OF SAID BLOCK 1, IN COOK COUNTY ILLINOIS. SAID PARCEL CONTAINING A HORIZONTAL PLANE AREA DIVIDED EQUALLY OF 226 SQUARE FEET, MORE OR LESS, OR 0.005 ACRE, MORE OR LESS.

Temporary Easement Property

Temporary Easement Property will be designated and described upon the Commissioner of DPD's approval of CTA's selection of City owned property.

EXHIBIT B
FORM OF IGA

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CHICAGO TRANSIT AUTHORITY AND THE CITY OF CHICAGO
CONCERNING THE CHICAGO TRANSIT AUTHORITY'S RED LINE EXTENSION**

This Intergovernmental Agreement ("IGA" or "Agreement") is made and entered into this ____ day of _____, 2023, by and between the Chicago Transit Authority ("CTA"), an Illinois political subdivision, body politic and municipal corporation, and the City of Chicago ("City"), an Illinois home rule municipality, by and through its Department of Planning and Development ("DPD"). CTA and City are hereinafter individually referred to herein as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the CTA is extending its Red Line service from 95th Street to 130th Street (the "RLE Project"); and

WHEREAS, the RLE Project provides a rapid transit connection for Far South Side residents from 130th Street to downtown (the "RLE Project Area");

WHEREAS, the City owns land in the RLE Project Area, and the Parties agree that the City will convey to the CTA, to the extent of City's interest, (i) title to the real property legally described in Exhibit A attached hereto ("Fee Property"), (ii) a grant of temporary easement in the real property legally described in Exhibit B attached hereto ("Temporary Easement Property"); and (iii) a grant of permanent easement in real property legally described in Exhibit C attached hereto ("Permanent Easement Property"; Fee Property, Temporary Easement Property, and Permanent Easement Property are collectively the "Property");

WHEREAS, the City and CTA have agreed the CTA will accept the Property "as is", as defined in Section 3.1, and in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Parties have determined that it is necessary, desirable and in the public interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their respective objectives, duties and responsibilities; and

WHEREAS, the Chicago Transit Board approved this Agreement and the acquisition and/or easement of the Property for the RLE Project in Ordinance 23-_____; and

WHEREAS, the Chicago City Council ("City Council"), pursuant to an ordinance adopted on _____, and published at pages ____ through _____ in the Journal of the Proceedings of the City Council of such date (the "Project Ordinance"), authorized the execution of this Agreement;

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

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above constitute an integral part of this IGA and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

SECTION 2. CONVEYANCE OF THE PROPERTY.

2.1 The Real Estate Transaction. At the Closing (as defined in Section 2.8), the City will convey and CTA will accept:

- a) fee simple interest to the Fee Property pursuant to a quitclaim deed in the form attached hereto as Exhibit A-1 ("Deed");
- b) a temporary easement for access, construction, and other RLE Project purposes in and through the Temporary Easement Property in the form attached hereto as Exhibit B-1 ("Temporary Easement"); and
- c) a permanent easement for RLE improvements, including access, construction, and other RLE Project purposes in and through the Permanent Easement Property in the form attached hereto as Exhibit C-1 ("Permanent Easement"; "Temporary Easement" and "Permanent Easement" are hereinafter collectively referred to as "Easements").

The CTA, at its sole discretion and upon written notice to City, may elect not to acquire one or more parcels of the Property without penalty or recourse from the City. In the event CTA makes such an election within the two weeks before the Closing, then the Parties shall agree to any reasonable requested rescheduling of the Closing, if necessary.

2.2 Personal Property, Fixtures and Improvements. The sale of Fee Property is only for the real estate and improvements, and does not include personal property or fixtures located on the Fee Property, if any. Upon inspection of the Fee Property, CTA shall within five (5) business days notify City of any personal property found on the Fee Property. If the personal property

belongs to the City, then City, at its sole cost and expense, shall remove any personal property prior to Closing. Any personal property or fixtures not removed by the City from the Fee Property shall be deemed to be abandoned by the City and the CTA may dispose of the personal property and/or fixtures at its sole cost and expense and in accordance with applicable local and state law.

2.3 Purchase Price. The purchase price for each parcel of Fee Property, and each Easement is One and 00/100 Dollar (\$1.00) (the "Purchase Price").

2.4 Property Inspection. Prior to the Closing, CTA will coordinate with the City's Department of Assets, Information and Services ("DAIS") to obtain rights of entry to the Property for performance of a property inspection, including, but not limited to, any environmental assessments, which shall be conducted at the sole cost and expense of the CTA.

2.5 Title Commitment and Survey. The CTA shall obtain title commitments and surveys for each Fee Property and Easement at CTA's sole cost and expense and deliver such title commitments and surveys to the City not less than sixty (60) days before the Closing ("Title and Survey").

2.6 Title to Fee Property. At Closing, City shall convey and CTA shall accept a fee simple interest to the Fee Property pursuant to the Deed, subject only to the terms of this Agreement, without any warranty of title, and without limiting the nature of a quitclaim deed, the following:

- (i) The standard exceptions in an ALTA title insurance policy;
- (ii) Any and all easements, encroachments, covenants and restrictions of record and not shown of record in the survey and title commitment/policy or any other instrument;
- (iii) Such other title defects as may exist; and
- (iv) Any and all exceptions caused by the acts of the CTA or its agents.

2.7 Reversion. After completion of the RLE Project, if any parcel of the Property has not been used for the RLE Project, including a conveyance to a third party as replacement property for the purpose of the RLE Project, then title to such parcel will revert to the City upon sixty (60) days prior written notice by City to the CTA. This provision shall be incorporated into the Deed. Prior to the effective date of such reversion, the CTA shall restore any such reverting parcel to the extent it was altered or disturbed by CTA following its conveyance to CTA, including performing any environmental remediation necessary, to the reasonable satisfaction of City.

2.8 Closing. The closing shall be at the downtown offices of the title company chosen by CTA and at a time mutually agreeable to the Parties ("Closing") unless the Parties agree to a virtual Closing. Multiple closings may be held by the Parties for conveyance of Fee Property, or

grant of Easements. Full possession of the Property, by Deed and/or grant of Easement, shall be delivered to the CTA at Closing, unless otherwise agreed by the Parties. CTA shall provide the City with sixty (60) days' prior written notice of the Closing. As used in this IGA, references to "Closing Date" herein shall mean the date on which ownership or grant of easement of a parcel is conveyed by the City to the CTA.

2.9 City Closing Deposits. In order to consummate this transaction, the City will deliver the following duly executed and, where applicable, notarized:

- (i) A duly executed and recordable Deed conveying title to the Fee Property;
- (ii) A duly executed and recordable counterpart of each applicable Easement;
- (iii) An ALTA Statement, in relation to the Fee Property only;
- (iv) Full Payment Certification (no more than 60 days old) from the City's water department, in relation to the Fee Property only;
- (v) A FIRPTA certificate indicating that the City is not subject to withholding under the Foreign Investment in Real Property Act, in relation to the Fee Property only; and
- (vi) Such other documents customarily required by the Title Company to provide title insurance coverage, but expressly excluding, however, any item that is inconsistent with a quitclaim deed, including a "gap" undertaking, title indemnities, and similar liabilities.

2.10 CTA Closing Deposits. In order to consummate this transaction, CTA will deposit the following duly executed and, where applicable, notarized:

- (i) the Purchase Price;
- (ii) a duly executed and recordable counterpart of each applicable Easement;
- (iii) an ALTA Statement; and
- (iv) such other documents as the Title Company may require in order to enable the Title Company to provide title insurance coverage.

2.11 Transfer Tax. The Parties shall both execute and deliver at Closing all necessary state, county, and municipal real estate transfer tax declarations.

2.12 PIN Division and/or Consolidation. After Closing, CTA shall prepare, CTA and City shall jointly execute, and CTA shall file with the appropriate authorities petition and

documentation as necessary to petition for a PIN division and/or consolidation or similar proceeding separating the Fee Property from City's remaining property. CTA shall cover all costs and expenses related to the PIN division and/or consolidation filing.

2.13 Closing and Recording Costs. The CTA shall pay all recording and escrow fees. Each Party shall pay its own attorneys' fees with respect to the easements and conveyance of title.

SECTION 3. CONDITION, ENVIRONMENTAL MATTERS.

3.1 "As Is". The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. The CTA acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property. The CTA acknowledges that the Property is conveyed by City, and the CTA agrees to accept the Property in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at Closing, with all faults and defects, latent or otherwise, and CTA acknowledges that the City has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the CTA, with respect to the structural, physical or environmental condition of the Property, its compliance with any statute, ordinance or regulation, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. The CTA acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The CTA agrees that it is its sole responsibility and obligation to perform at its expense any environmental remediation work and take such other action as is necessary to put the Property in a condition which is suitable for its intended use.

3.2 Definitions.

"Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"Other Regulated Material" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"Environmental Laws" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health,

safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

3.3 Compliance with Environmental Requirements, Notice. CTA agrees that, upon execution of this Agreement, it will not use or permit the use of Hazardous Substances or Other Regulated Materials (as defined above) either in, on, or about the Property, in connection with its performance of any work on the Property, except as permitted by applicable Environmental Law (as defined above).

Unless prohibited by Environmental Law, each Party agrees to deliver promptly to the other written notice of: a) any discovery or notice received of the presence of Hazardous Substances or Other Regulated Materials in, on, or about the Property, and b) any report or information that either Party has filed, or received from another person or entity that has filed with the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, or any other federal, state or local agency, where such report or information relates to the presence of or a release of Hazardous Substances or Other Regulated Materials in, on or about the Property. Such notice shall include a copy of any notice or information discovered or received.

If either Party, or either Party's respective employees, agents, or representatives shall cause a release of Hazardous Substances or Other Regulated Materials in, on or about the Property, then such Party shall immediately notify the other. In the event of a release of Hazardous Substances or Other Regulated Materials by the CTA or CTA's employees, agents, or representatives on the Easements, if City reasonably determines that such release could result in liability for City, CTA shall diligently perform, at its sole cost and expense, all remediation and restoration of the affected Property as reasonably directed by the City, all in accordance with applicable Environmental Law.

3.4 Importing Clean Fill Material. Only clean fill materials shall be imported on the Property and no bio-solids or bio-solids-based products may be imported to the Property from a wastewater treatment facility or other source.

3.5 Environmental Remediation.

a. Phase I. The CTA shall perform and provide the City with a Phase I Environmental Site Assessment ("Phase I ESA") compliant with ASTM E-1527 for the Property prior to the conveyance of the Property.

b. Pedestrian Use Areas.

- (i) Pedestrian Use Area refers to a portion or part of the Property improved or partially improved with landscaping, natural materials, and permeable pavement, within or adjacent to a RLE Red Line station, or station campus. Pedestrian Use Area does not refer to paved surfaces (sidewalks, roads), building(s), train platforms, or the area beneath RLE rail tracks.
- (ii) With respect to Pedestrian Use Areas, in the event that the Phase I ESA for such portion of the Property identifies any Recognized Environmental Conditions ("RECs"), the CTA shall perform a Phase II Environmental Site Assessment ("Phase II ESA") to ascertain the presence of any environmental impacts that may be associated with the RECs. Upon the City of Chicago Department of Assets, Information, and Services' ("DAIS") request, the CTA shall perform additional studies and tests for the purpose of determining whether any environmental or health risks would be associated with the development of the Project on such portion of the Property, including, without limitation, updating or expanding the Phase I ESA and performing initial or additional Phase II testing.
- (iii) For Pedestrian Use Areas, if contamination is noted above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, then the CTA or any future Developer must enroll such portion of the Property (or any portion thereof) in the Illinois Environmental Protection Agency ("IEPA") Site Remediation Program ("SRP"), unless the City determines that it is not necessary to enroll such portion of the Property in the SRP.
- (iv) If the CTA or any future Developer enrolls (or is required to enroll) the Pedestrian Use Areas in the SRP, the CTA or any future Developer acknowledges and agrees that it may not commence construction on the Property until the IEPA issues a Remedial Action Plan Approval Letter ("RAP Approval Letter") for such portion of the Property.
- (v) Upon receipt of the RAP Approval Letter for such portion of the Property, the CTA agrees to complete all remediation work necessary to obtain a Final Comprehensive residential No Further Remediation ("NFR") Letter for such portion of the Property using all reasonable means. The City shall have the right to request and review all documents submitted to the IEPA under the SRP, as amended or supplemented

from time to time, including, without limitation, the SRP Documents and any changes thereto, and the CTA or any future Developer's estimate of the cost to perform the remediation work. The CTA or any future Developer shall bear sole responsibility for all costs of the remediation work necessary to obtain the Final Comprehensive residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property.

- (vi) The CTA or any future Developer acknowledges and agrees not to allow public access for the Pedestrian Use Areas until the IEPA has issued, and the CTA or any future Developer has recorded with the Cook County Clerk's Office, a Final Comprehensive residential NFR Letter for such portion of the Property (to the extent required), unless otherwise approved by the City.
- (vii) The CTA or any future owner must abide by the terms and conditions of the Final Comprehensive residential NFR letter for such portion of the Property.

c. Cooperation. The CTA shall cooperate and consult with the City at all relevant times with respect to environmental matters. City shall have the right to request and review documents, including the Phase I and Phase II ESAs. The City must be named in a reliance letter for all environmental assessment reports produced concerning such portion of the Property.

3.6 Release. The CTA, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every (a) person, firm, corporation, limited liability company, or trust or other entity owning, leasing, occupying, using or possessing any portion of the Fee Property following the date of the Deed; or (b) any person, firm, corporation, limited liability company, or trust; or other entity owning, leasing, occupying, using or possessing a portion of the Easement Property and taking by, under or through the CTA (collectively, the "CTA Parties"), hereby waives, releases, relinquishes and forever discharges the City, its officers, officials, and employees (collectively, the "City Parties"), from and against any and all claims (including claims for contribution or joint liability), debts, liens, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses, consultants' fees and expenses and court costs by City's attorney of choice) (collectively, "Losses") which the CTA Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, based upon, arising out of or in any way connected with, directly or indirectly, the Property and: (i) any environmental contamination, pollution or hazards on, in or associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances or Other Regulated Materials, or threatened release, emission or discharge of Hazardous Substances or Other Regulated Materials; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected

presence of Hazardous Substances or Other Regulated Materials in, on, under or about the Property or the migration of Hazardous Substances or Other Regulated Materials from or to other property; (iii) any violation of, obligation of compliance with, enforcement of or liability under any and all federal, state or local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, standards, permits, licenses and ordinances, or any judicial or administrative interpretation of any of the foregoing, pertaining to the protection of land, water, air, health, safety or the environment, whether now or in the future enacted, promulgated or issued, including the laws of the State of Illinois, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (any such Losses to any person or entity arising out of or in any way connected with (i), (ii), (iii) or (iv) above are "Environmental Claims"); provided, however, the foregoing release shall not apply to Environmental Claims to the extent such Losses are proximately caused by the negligence or willful misconduct of the City, after the Closing Date. This release shall become effective upon and survive the Closing and any termination of this Agreement.

3.7 Indemnification.

- (i) **Fee Property:** Effective upon Closing, and to the full extent of the law, the CTA agrees to indemnify, defend and hold harmless the City Parties from and against any and all Environmental Claims suffered, raised or claimed by any third party including those arising from a) any Hazardous Substances or Other Regulated Materials (as defined above) existing on, in or under the Fee Property, or migrating onto or from the Fee Property; or b) any and all violations of Environmental Laws occurring on or about the Fee Property; provided, however, the foregoing indemnification shall not apply to the extent such Environmental Claims are proximately caused by the negligence or willful misconduct of the City after the Closing Date. City hereby assigns any protections or rights for Environmental Claims that it may have received with respect to the Fee Property under both law or contract. This indemnification shall survive the Closing and any termination of this Agreement.
- (ii) **Temporary Easement:** Effective upon Closing, and to the full extent of the law, the CTA agrees to indemnify, defend and hold harmless the City Parties from and against any and all Environmental Claims suffered, raised or claimed by any third party including those arising from a) any Hazardous Substances or Other Regulated Materials (as defined above) existing on, in or under the Temporary Easements, or migrating onto or from the Temporary Easements or b) any and all violations of Environmental Laws occurring on or about the Temporary Easements; provided, however, the foregoing indemnification shall not apply: a) to the extent such Environmental Claims are proximately caused by the negligence or willful

misconduct of the City after the Closing Date; b) to the extent such Environmental Claims occur after expiration of the Temporary Easement, and CTA finishes construction activities, and the Environmental Claims are not proximately caused by the negligence or willful misconduct of the CTA. City hereby assigns any protections or rights for Environmental Claims that it may have received with respect to the Temporary Easement under both law or contract. This indemnification shall survive the Closing and any termination of this Agreement.

- (iii) **Permanent Easement:** Effective upon Closing, and to the full extent of the law, the CTA agrees to indemnify, defend and hold harmless the City Parties from and against any and all Environmental Claims suffered, raised or claimed by any third party including those arising from a) any Hazardous Substances or Other Regulated Materials (as defined above) existing on, in or under the Permanent Easements, or migrating onto or from the Permanent Easements or b) any and all violations of Environmental Laws occurring on or about the Permanent Easements; provided, however, the foregoing indemnification shall not apply: a) to the extent such Environmental Claims are proximately caused by the negligence or willful misconduct of the City after the Closing Date; b) Environmental Claims suffered, raised or claimed by any third party including those arising from (1) any Hazardous Substances or Other Regulated Materials (as defined above) existing on, in or under the Permanent Easements which after the Closing Date, exists on, in, or under the Permanent Easement, or migrating onto or from the Permanent Easements due to the actions of a third-party that is not a CTA Party (as that term is defined above) or (2) any and all violations of Environmental Laws occurring on or about the Permanent Easements after the Closing Date due to the actions of a third-party that is not a CTA Party (as that term is defined above). City hereby assigns any protections or rights for Environmental Claims that it may have received with respect to the Permanent Easement under both law or contract. This indemnification shall survive the Closing and any termination of this Agreement.

3.8 Release and Indemnity Run with the Land. The covenants of "as is" acceptance, environmental compliance, notice, remediation, release and indemnity appearing in Sections 3.1 through 3.3 and Sections 3.6 through 3.8 above shall run with the Property (as applicable), and shall be binding upon all successors and assigns of the CTA with respect to the Property, including, without limitation, each and every (i) person, firm, corporation, limited liability company, trust, or (ii) other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the CTA following the Closing. The CTA acknowledges and agrees that the foregoing covenants of release and indemnity constitute material inducements to the City to enter into this IGA, and that, but for such release and indemnity, the City would not have agreed to convey or grant easement in the Property to the CTA. It is expressly agreed and understood by and between the CTA and the City that, should any future obligation of the CTA or CTA Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, the CTA and any of the CTA Parties shall not assert that those obligations must be satisfied in whole

or in part by the City, because this IGA contains a full, complete and final release of all such claims, except as provided in this Agreement.

3.9 Survival. The text of Sections 3.1 through 3.3 and Sections 3.6 through 3.8 shall be incorporated in the Deed and Easements, and run with the Property. The obligations stated in Sections 3.1 through 3.9 shall survive the Closing and any termination of this Agreement as provided therein.

SECTION 4. NOTICES.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) email; (c) overnight courier; or (d) registered or certified first-class mail, return receipt requested.

To the Chicago Transit Authority:

Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661
Attn: Real Estate

With a copy to:

Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661
Attn: General Counsel's Office

To the City:

City of Chicago
Department of Planning and Development
121 North LaSalle Street, 10th Floor
Chicago, Illinois 60602
Attn: Commissioner

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by email, provided that such email transmission is confirmed as having occurred at or prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a nonbusiness day, it shall be deemed to have been given on the next business day. Any notice, demand, or communication given pursuant to clause (c) shall be deemed received on the business day

immediately following deposit with the overnight courier. Any notice, demand, or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands, or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 4 shall constitute delivery.

The Parties agree to promptly notify each other of any change in its designated representative, which notice shall include the name, address, email address, and telephone number of the representative for such Party for the purpose hereof.

SECTION 5. MODIFICATIONS OR AMENDMENTS.

This IGA may not be altered, extended, modified, or amended except by written instrument signed by all of the Parties hereto.

SECTION 6. COMPLIANCE WITH LAWS.

The Parties hereto shall comply with all applicable federal, state and municipal laws, ordinances, rules and regulations, judicial orders, and other governmental regulation relating to the IGA and the RLE Project.

SECTION 7. GOVERNING LAW AND SEVERABILITY.

This IGA shall be governed by the laws of the State of Illinois. If any provision of this IGA shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any provision or provisions hereof or any constitution, statute, ordinance, rule or law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision invalid or the invalidity of any one or more phrases, sentences, clauses, or sections contained in this IGA shall not affect the remaining portions of this IGA or any part hereof.

SECTION 8. ENTIRE AGREEMENT; INTERPRETATION.

This IGA and the exhibits attached hereto constitute the entire agreement of the Parties with respect to the subject transaction. All prior oral and written agreements and statements are entirely superseded by this IGA. Any future modifications of this IGA shall be only by a writing signed by both Parties. The words "shall", "will", and "must" are intended to convey a mandate, duty or an obligation. The phrases "shall not", "will not" and "must not" are intended to be construed as restrictive or prohibitive. The words "may" or "might" are intended to give the performing party a choice in performing the action.

SECTION 9. HEADINGS.

The headings and titles of this IGA are for convenience only and shall not influence the construction or interpretation of this IGA.

SECTION 10. DISCLAIMER OF RELATIONSHIP.

Nothing contained in this IGA, nor any act of the Parties shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the CTA and City. The Parties agree that City staff is not and shall not be considered an employee of the CTA, and shall not be entitled to receive insurance, workers' compensation, or other employee benefits customarily received by employees of CTA. Similarly, the Parties agree that the CTA staff is not and shall not be considered an employee of the City, and shall not be entitled to receive insurance, workers' compensation, or other employee benefits customarily received by employees of the City.

SECTION 11. NO PERSONAL LIABILITY.

No member, official, employee or agent of the CTA or City shall be individually or personally liable in connection with the IGA.

SECTION 12. COUNTERPARTS.

This IGA and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 13. TIME OF THE ESSENCE.

The Parties agree that time of performance of each Party's obligations under this Agreement is of the essence.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Patrick Murphey
Acting Commissioner
Department of Planning and Development

Approved as to form and legality:

Assistant Corporation Counsel

CHICAGO TRANSIT AUTHORITY, a municipal corporation

By: _____
Lester A. Barclay
Chairman of the Chicago Transit Board

ATTEST:

Secretary to the Board

APPROVED AS TO FORM AND LEGALITY FOR CTA:

Attorney

Exhibit List –

- A. Fee Property
- A-1. Deed
- B. Temporary Easement Property
- B-1. Temporary Easement
- C. Permanent Easement Property
- C-1. Permanent Easement

Exhibit A
(To Intergovernmental Agreement)

Fee Property

PARCEL: RLE-010-PA **COMMON ADDRESS:** 401 W. 103rd Pl
PIN: 25-16-105-036-0000

LEGAL DESCRIPTION:

LOT 38, EXCEPT THE WEST 16 FEET AND EXCEPT RAILROAD, IN C. DE JONG'S SUBDIVISION OF NORTH 179 FEET LOT 3 OF SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-023-PA **COMMON ADDRESS:** 120 E. 116th St, 122 E. 116th St, 124 E. 116th St, 128 E. 116th St, 130 E. 116th St, 132 E. 116th St, 134 E. 116th St
PIN(S): 25-22-304-027-0000; 25-22-304-028-0000; 25-22-304-029-0000; 25-22-304-030-0000; 25-22-304-031-0000; 25-22-304-032-0000; 25-22-304-033-0000; 25-22-304-034-0000; 25-22-304-035-0000; 25-22-304-036-0000

LEGAL DESCRIPTION:

PARCEL 1

LOT 1 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 3 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 4 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 5 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL

SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 6 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 26 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT 25 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. Common address for informational purposes only: 136 E. 116th St. Chicago IL 60628.

PARCEL 9:

LOTS 23 AND 24 IN BLOCK 9 IN KENSINGTON, BEING A SUBDIVISION OF THE SOUTHWEST 2/3 ACRES WEST OF THE RAILROAD OF THE NORTH 60 ACRES OF THE SOUTHEAST 1/4 OF LOTS 1-4 INCLUSIVE IN THE ASSESSOR'S DIVISION OF THE NORTH 60 ACRES OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-112-PA **COMMON ADDRESS:** 334 W. 111th Pl.

PIN: 25-21-200-017-0000

LEGAL DESCRIPTION:

LOTS 229 AND 230 IN ROSELAND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-124-PA **COMMON ADDRESS:** 10638 S. Stewart Ave.

PIN: 25-16-129-030-0000

LEGAL DESCRIPTION:

THE SOUTH 3.5 FEET OF LOT 22 (EXCEPT THE EAST 33 FEET THEREOF) AND (EXCEPT THE WEST 1139.9 FEET THEREOF), LOT 27 (EXCEPT THE EAST 33 FEET THEREOF) AND (EXCEPT THE WEST 1139.9 FEET THEREOF) AND THAT PART OF THE NORTH 65 FEET OF LOT 30, LYING EAST OF LINE RUNNING FROM A POINT ON THE EAST LINE OF THE WEST 1203.9 FEET OF LOT 30 AFORESAID, SAID POINT BEING 221 FEET NORTH OF THE NORTH LINE OF THE SOUTH 33 FEET OF LOT 30 AFORESAID, TO THE POINT OF INTERSECTION OF THE LINE BETWEEN LOT 27 AND 30 AFORESAID WITH THE EAST LINE OF THE WEST 1154.9 FEET OF LOTS 27 AND 30 AFORESAID (EXCEPT THE EAST 33 FEET THEREOF) IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-125-PA **COMMON ADDRESS:** 356 W. 111th St.

PIN: 25-16-427-001-0000

LEGAL DESCRIPTION:

LOT 3, TOGETHER WITH THE SOUTH 1/2 OF VACATED 110TH STREET LYING NORTH AND ADJOINING SAID LOT 3 IN THE RESUBDIVISION OF THE WEST 9 FEET OF LOT 18 AND ALL OF LOTS 19, 20, 21, 22 & 25 IN BLOCK 2 AND LOT 22 IN BLOCK 3 IN HORTON'S SUBDIVISION OF LOT 55 AND THE NORTH 1/2 OF LOT 58 IN THE SCHOOL TRUSTEES SUBDIVISION AND LOT 45 IN D.H. HORTON'S SUBDIVISION OF THE SOUTH 1/2 OF LOT 58 IN SCHOOL TRUSTEES SUBDIVISION AND LOTS 2 THROUGH 7 IN THE RESUBDIVISION OF LOTS 44 TO 51, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 63 IN SCHOOL TRUSTEES WITH THE VACATED ALLEY WEST OF AND ADJOINING LOTS 47 AND 48 AND VACATED ALLEY AND STREETS VACATED UNDER DOCUMENT NO. 3368496 RECORDED MARCH 28, 1903 AND DOCUMENT NO. 3818056 RECORDED FEBRUARY 8, 1906, ALL IN SECTION 16, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-126-PA **COMMON ADDRESS:** 11579 S. Michigan Ave.

PIN: 25-22-304-008-0000

LEGAL DESCRIPTION:

LOTS 4 TO 8 IN HARRIET F. REES SUBDIVISION OF BLOCK 10 (EXCEPT THE NORTH 135 FEET THEREOF) IN KENSINGTON, AND OF THAT PART OF VACATED THORNTON ROAD LYING WEST AND ADJOINING SAID BLOCK 10, IN THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-127-PA **COMMON ADDRESS:** 319 E. 117th St.

PIN: 25-22-316-001-0000

LEGAL DESCRIPTION:**PARCEL 1:**

LOTS 1 TO 8 BOTH INCLUSIVE (EXCEPT THE EAST 16 FEET OF SAID LOT 8) LOT 46 IN BLOCK 5 IN SAMUEL J. GLOVER AND GEORGE N. BLACK'S SUBDIVISION OF BLOCK 1 AND THAT PART OF BLOCK 6 LYING BETWEEN THE ILLINOIS CENTRAL AND THE CHICAGO AND WESTERN INDIANA RAILROADS IN THE FIRST ADDITION TO KENSINGTON IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST AND WEST 16 FOOT PUBLIC ALLEY SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 6, 7 AND 8 (EXCEPT THE EAST 16 FEET OF SAID LOT 8) ALSO ALL 16 FOOT PUBLIC ALLEY RUNNING IN A NORTHWESTERLY DIRECTION SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 1 TO 6 SOUTHEASTERLY OF THE WEST LINE OF SAID LOT 1 PRODUCED SOUTH ALL IN BLOCK 5 IN SAMUEL J. GLOVER AND GEORGE N. BLACK'S SUBDIVISION OF BLOCK 1 AND THAT PART OF BLOCK 6 LYING BETWEEN ILLINOIS CENTRAL AND CHICAGO AND WESTERN INDIANA RAILROADS IN THE FIRST ADDITION TO KENSINGTON AS PER PLAT THEREOF RECORDED AS DOCUMENT 358729 ALL IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-129-PA **COMMON ADDRESS:** 348 W. 110th Pl.

PIN: 25-16-423-019-0000

LEGAL DESCRIPTION:

LOT 43 IN O.H. HORTON'S SUBDIVISION OF THE SOUTH 1/2 OF LOT 58 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-131-PA **COMMON ADDRESS:** 500 E. 134th St.

PIN: 25-35-100-010-0000

LEGAL DESCRIPTION:

THE EAST 5 ACRES OF THE SOUTH ONE HALF OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-132-PA **COMMON ADDRESS:** 1108 E. 133rd St.

PIN: 25-35-100-016-0000

LEGAL DESCRIPTION:

THE EAST 170 FEET OF THE WEST 15 ACRES (EXCEPT STREETS) IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF 134TH STREET AS ORIGINALLY LAID OUT, ALL IN-COOK COUNTY, ILLINOIS.

PARCEL: RLE-139-PA **COMMON ADDRESS:** 11542 S. Michigan Ave.; 11578 S. Michigan Ave.; 11552 S.

Michigan Ave.; 11517 S. State St.; 11562 S. Wabash Ave.; 11534 S. Michigan Ave.

PIN: 25-22-300-053-0000; 25-22-300-058-0000; 25-22-300-068-0000; 25-22-300-006-0000, 25-22-300-007-0000, 25-22-300-042-0000; 25-22-300-019-0000; 25-22-300-043-0000, 25-22-300-038-0000, 25-22-300-005-0000, 25-22-300-041-0000, 25-22-300-040-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOT 4 AND THE EAST 1/2 OF THE VACATED NORTH AND SOUTH PUBLIC ALLEY LYING WEST OF AND ADJOINING SAID LOT 4 IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12, (EXCEPT LOT 1) IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 12 IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 OF KENSINGTON (EXCEPT LOT 1) OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.

ALSO

THAT PORTION OF SOUTH WABASH AVENUE VACATED BY TRACK ELEVATION ORDINANCE PASSED APRIL 5, 1911 BY THE CHICAGO CITY COUNCIL, LYING WEST OF THE WEST LINE OF LOT 12 IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S

SUBDIVISION OF BLOCK 12 OF KENSINGTON (EXCEPT LOT 1) A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF THE INDIAN BOUNDARY LINE, LYING SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT 12 EXTENDED WESTERLY TO THE EAST LINE OF LOT 33 IN BLOCK 2 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12, AFORESAID LYING NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT 12 EXTENDED TO THE SOUTHEAST CORNER OF SAID LOT 33 AND LYING EAST OF THE EAST LINE OF SAID LOT 33 IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1, 2, 3, AND LOTS 5 TO 11 IN BLOCK 1 IN THE RESUBDIVISION OF REES' AND SAWYER'S SUBDIVISION OF BLOCK 12 OF KENSINGTON, EXCEPT LOT 1 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

A STRIP OF LAND MARKED "PRIVATE ALLEY" LYING NORTH OF AND ADJOINING LOT 3 IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 AFORESAID, SAID STRIP LYING SOUTH OF AND ADJOINING A TRACT OF LAND MARKED "NOT INCLUDED" IN THIS SUBDIVISION AS SHOWN ON THE PLAT OF SAID RESUBDIVISION RECORDED AS DOCUMENT 370987 IN BOOK 16 OF PLATS PAGE 68, IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST 1/2 OF THE NORTH AND SOUTH 16 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 5 TO 10, BOTH INCLUSIVE, IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 1/2 OF THE NORTH AND SOUTH 16 FOOT VACATED PUBLIC ALLEY LYING EAST OF AND ADJOINING LOTS 1 TO 3, BOTH INCLUSIVE, AND LYING EAST OF AND ADJOINING THE PRIVATE ALLEY WHICH LIES NORTH OF AND ADJOINING LOT 3 IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

THE PART OF THE EAST 1/2 OF VACATED SOUTH WABASH AVENUE WHICH LIES SOUTH OF THE NORTH LINE EXTENDED OF THE PRIVATE ALLEY WHICH LIES NORTH OF AND ADJOINING LOT 3 IN BLOCK 1 IN THE RESUBDIVISION AFORESAID AND NORTH OF THE SOUTHWEST LINE EXTENDED OF LOT 1 IN SAID BLOCK 1, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 33 IN BLOCK 2 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 (EXCEPT LOT 1) IN KENSINGTON, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PART OF PARCEL 4 & 6:

THAT PART OF LOTS 6 AND 7 (EXCEPT THAT PART OF SAID LOT 7 CONVEYED TO CHICAGO AND WESTERN INDIANA RAILROAD COMPANY BY WARRANTY DEED DATED DECEMBER 27, 1879 AND RECORDED JANUARY 9, 1880 IN BOOK 953, PAGE 99 AS DOCUMENT NUMBER 252016) AND THAT PART OF THE NORTH AND SOUTH VACATED 16 FOOT PUBLIC ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOT 6 AND LYING EAST OF AND ADJOINING THE EAST LINE OF SAID LOT 7, IN ERHARDT'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING PART OF LOT 3 IN THE ASSESSOR'S DIVISION OF THE NORTH 60 ACRES OF THE SOUTHWEST 1/4 OF SECTION AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 1874 IN BOOK OF PUTS, PAGE 8, AS DOCUMENT NUMBER 192320 IN COOK COUNTY, ILLINOIS, AND THAT PART OF LOT 1 AND THE EAST 1/2 OF VACATED WABASH AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOT 1 IN REES AND SAWYER'S SUBDIVISION OF BLOCK 12 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING SOUTH OF THE FOLLOWING DESCRIBED LINE "A":

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD AND THE EAST LINE OF STATE STREET PER DOCUMENT NUMBER 290573; THENCE NORTH ALONG SAID EASTERLY LINE NORTH 1 DEGREE 46 MINUTES 23 SECONDS WEST, 101.26 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 39 MINUTES 11 SECONDS EAST, 133.00 FEET; THENCE SOUTH 56 DEGREES 12 MINUTES 44 SECONDS EAST, 325.98 FEET TO THE SOUTH LINE OF LOT 1 IN REES AND SAWYER'S SUBDIVISION OF BLOCK 12 OF KENSINGTON; THENCE NORTH 88 DEGREES 39 MINUTES 11 SECONDS EAST ALONG SAID SOUTH LINE, 123.06 FEET TO THE WEST LINE OF MICHIGAN AVENUE PER DOCUMENT NUMBER 290573 FOR THE POINT OF TERMINUS.

PARCEL: RLE-143-PA **COMMON ADDRESS:** 1111 W. 110th St.

PIN: 25-17-412-046-0000

LEGAL DESCRIPTION:

THE WEST 12 1/2 FEET OF LOT 2 AND ALL OF LOT 3 IN BLOCK 13 IN NILS OLSON SUBDIVISION OF BLOCKS 13, 14 AND 17 TO 19 IN STREET'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, AND THE NORTH 20 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-146-PA **COMMON ADDRESS:** 12119 S. Union Ave.; 12111 S. Union Ave.; 12121 S. Union Ave.

PIN: 25-28-118-007-0000; 25-28-118-035-0000; 25-28-118-008-0000

LEGAL DESCRIPTION:

PARCEL 1: 25-28-118-007-0000

LOT 31 IN BLOCK 34 IN WEST PULLMAN IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: 25-28-118-035-0000

LOT 32 AND THE SOUTH ½ OF LOT 33 IN BLOCK 34 IN WEST PULLMAN IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: 25-28-118-008-0000

LOT 30 IN BLOCK 34 IN WEST PULLMAN IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-161-PA **COMMON ADDRESS:** 10200-10202 S. Parnell Ave.

PIN: 25-09-328-010-0000 and 25-09-328-011-0000

LEGAL DESCRIPTION:

LOTS 1 AND 2 (EXCEPT THE SOUTH 9.96 FEET OF SAID LOT 2) IN BLOCK 45 IN EAST WASHINGTON HEIGHTS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-168-PA **COMMON ADDRESS:** 12138 S. Union Ave.

PIN: 25-28-117-027-0000

LEGAL DESCRIPTION:

LOT 7 IN BLOCK 35 IN WEST PULLMAN, A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-169-PA **COMMON ADDRESS:** 12139 S. Union Ave.

PIN: 25-28-118-013-0000

LEGAL DESCRIPTION:

LOT 24 IN BLOCK 34 IN WEST PULLMAN IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-187-PA **COMMON ADDRESS:** 12127 S. Union Ave.

PIN: 25-28-118-010-0000

LEGAL DESCRIPTION:

LOTS 27 AND 28 IN BLOCK 34 IN WEST PULLMAN IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL: RLE-188-PA **COMMON ADDRESS:** 203 E. 116th St. and 356 E. 118th St.

PIN: 25-22-317-014-0000 and 25-22-317-015-0000

LEGAL DESCRIPTION:

LOTS 23 AND 24 IN BLOCK 3 IN SAMUEL J. GLOVER AND GEORGE N. BLACK'S SUBDIVISION OF BLOCK 1 AND THAT PART OF BLOCK 6 LYING BETWEEN ILLINOIS CENTRAL AND CHICAGO AND WESTERN INDIANA RAILROAD ALL IN FIRST ADDITION TO KENSINGTON IN THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL.: RLE-195-PA **Common Address:** 12536 S. Cottage Grove Ave & 12534 S. Cottage Grove Ave

PIN: 25-27-200-010-0000;25-27-200-012-0000

LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED PROPERTY (EXCEPT THAT PART LYING SOUTH OF A LINE 875 FEET NORTH OF THE CENTERLINE OF 126TH STREET, AS EXTENDED):

AN IRREGULAR SHAPED PARCEL LYING NORTHEASTERLY OF THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO PROPERTY AND SOUTHWESTERLY OF 40 FOOT WIDE DEDICATED SOUTH COTTAGE GROVE AVENUE IN THE EAST 1/2 OF SECTION 27 AND FRACTIONAL SECTION 27 SOUTH OF INDIAN BOUNDARY LINE BOTH IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEGINNING AT A POINT OF INTERSECTION OF THE EAST WEST CENTERLINE OF SAID SECTION 27 WITH A LINE THAT IS PARALLEL TO AND 250 FEET DISTANT FROM THE CENTERLINE OF THE MICHIGAN CENTRAL RAILROAD COMPANY TRACT NUMBER 120 WHICH POINT IS FOUND BY COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27 AND THENCE NORTH 87 DEGREES 13 MINUTES 19 SECONDS EAST ON THE SOUTH LINE OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, A DISTANCE OF 766.33 FEET TO A LINE THAT IS PARALLEL TO AND 250 FEET DISTANT FROM THE CENTERLINE OF THE MICHIGAN CENTRAL RAILROAD COMPANY'S TRACK NUMBER 120; THENCE NORTH 35 DEGREES 36 MINUTES 41 SECONDS WEST ON SAID 250 FOOT PARALLEL LINE A DISTANCE OF 3161.90 FEET TO THE EAST WEST CENTERLINE OF SAID SECTION 27 AND THE POINT OF BEGINNING, THENCE CONTINUING NORTH 35 DEGREES 36 MINUTES 41 SECONDS WEST ON SAID 250 FOOT PARALLEL LINE A DISTANCE OF 1042.25 FEET, THENCE NORTH 46 DEGREES 46 MINUTES 31 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID METROPOLITAN SANITARY DISTRICT PROPERTY A DISTANCE OF 911.12 FEET, THENCE NORTH 58 DEGREES 26 MINUTES 41 SECONDS WEST, A DISTANCE OF 508.71 FEET, THENCE NORTH 21 DEGREES 50 MINUTES 30 SECONDS EAST A DISTANCE OF 354.43 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND OWNED BY STAINLESS PROCESSING COMPANY, THENCE SOUTH 47 DEGREES 05 MINUTES 23 SECONDS EAST, A DISTANCE OF 1181.17 FEET TO POINT OF INTERSECTION OF THE NORTH LINE OF 40 FOOT WIDE 124TH STREET AND THE WESTERLY LINE OF 40 FOOT WIDE SOUTH COTTAGE GROVE, THIS 1181.17 FOOT LINE BEING MORE OR LESS 20 FEET SOUTHWESTERLY OF THE CENTERLINE OF A SERIES OF LADDER TRACKS OF A RAILROAD YARD, THENCE SOUTH 35 DEGREES 36 MINUTES 41 SECONDS EAST A DISTANCE OF 1540.70 FEET TO THE EAST WEST CENTERLINE OF SAID SECTION 27, THENCE SOUTH 87 DEGREES 03 MINUTES 19 SECONDS WEST ON SAID EAST WEST CENTERLINE A DISTANCE OF 190.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**Exhibit A-1
(To Intergovernmental Agreement)**

Deed

This instrument was prepared by:

Chicago Transit Authority
567 W. Lake St.
Chicago, IL 60661

After recording mail to:

QUIT CLAIM DEED

THIS QUIT CLAIM DEED (this “Deed”), made this _____ day of _____, 2023, between the **CITY OF CHICAGO**, an Illinois home rule municipality, hereinafter referred to as **GRANTOR**, and **CHICAGO TRANSIT AUTHORITY**, an Illinois municipal corporation, created and existing by virtue of the laws of the State of Illinois, with its principal place of business at 567 West Lake Street, Chicago, Illinois 60661, hereinafter referred to as **GRANTEE**.

WITNESSETH, that **GRANTOR**, for and in consideration of the sum of **ONE DOLLAR (\$1.00)** and other good and valuable consideration, in hand paid by the **GRANTEE**, the receipt of which is hereby acknowledged, by these present, conveys and quit claims unto **GRANTEE**, all interest and title in the following described parcels of real estate situated in the City of Chicago, County of Cook and State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof

(hereinafter referred to as the “Fee Property”).

This Deed is subject to all matters of record, including covenants, zoning and building restrictions, easements and conditions, questions of survey and building lines, liquor restrictions, party wall rights, existing leases and roads and highways, and any other encumbrances of record, all matters not of record, and all unpaid general real estate taxes and special assessments.

Such conveyance is made subject to the following provisions, to which Grantee agrees by its acceptance of this Deed:

Pursuant to Sections 2.7 and 3.9 of the _____ 2023 Intergovernmental Agreement between

Grantor and Grantee Concerning the Conveyance of Parcels for the Red Line Extension ("Agreement" or "IGA"):

1. Reversion. After completion of the RLE Project (as defined in the Agreement), if any parcel of the Fee Property has not been used for the RLE Project, including a conveyance to a third party as replacement property for the purpose of the RLE Project, then title to such parcel will revert to the Grantor upon sixty (60) days prior written notice by Grantor to the Grantee. Prior to the effective date of any such reversion, the Grantee shall restore any such reverting parcel to the extent it was altered or disturbed by Grantee following its conveyance to Grantee, including performing any environmental remediation necessary, to the reasonable satisfaction of Grantor.
2. "As Is". The Grantor makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Fee Property or the suitability of the Fee Property for any purpose whatsoever. The Grantee acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Fee Property and accepts the risk that any inspection may not disclose all material matters affecting the Fee Property. The Grantee acknowledges that the Fee Property is conveyed by Grantor, and the Grantee agrees to accept the Fee Property in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at Closing, with all faults and defects, latent or otherwise, and Grantee acknowledges that Grantor has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the Grantee, with respect to the structural, physical or environmental condition of the Fee Property, its compliance with any statute, ordinance or regulation, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. The Grantee acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the Grantor or its agents or employees with respect thereto. The Grantee agrees that it is its sole responsibility and obligation to perform at its expense any environmental remediation work and take such other action as is necessary to put the Fee Property in a condition which is suitable for its intended use.
3. Definitions.

"Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"Other Regulated Material" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos,

radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

“Environmental Laws” means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”); the Municipal Code of the Grantor of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

4. Compliance with Environmental Requirements, Notice. Grantee agrees that, upon execution of this Agreement, it will not use or permit the use of Hazardous Substances or Other Regulated Materials (as defined above) either in, on, or about the Fee Property, in connection with its performance of any work on the Fee Property, except as permitted by applicable Environmental Law (as defined above).

Unless prohibited by Environmental Law, each Party agrees to deliver promptly to the other written notice of: a) any discovery or notice received of the presence of Hazardous Substances or Other Regulated Materials in, on, or about the Fee Property, and b) any report or information that either Party has filed, or received from another person or entity that has filed with the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, or any other federal, state or local agency, where such report or information relates to the presence of or a release of Hazardous Substances or Other Regulated Materials in, on or about the Fee Property. Such notice shall include a copy of any notice or information discovered or received.

If either Party, or either Party’s respective employees, agents, or representatives shall cause a release of Hazardous Substances or Other Regulated Materials in, on or about the Fee Property, then such Party shall immediately notify the other. In the event of a release of

Hazardous Substances or Other Regulated Materials by the Grantee or Grantee's employees, agents, or representatives on the Easements, if Grantor reasonably determines that such release could result in liability for Grantor, Grantee shall diligently perform, at its sole cost and expense, all remediation and restoration of the affected Fee Property as reasonably directed by the Grantor, all in accordance with applicable Environmental Law.

5. Release. The Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every (a) person, firm, corporation, limited liability company, or trust or other entity owning, leasing, occupying, using or possessing any portion of the Fee Property following the date of the Deed; or (b) any person, firm, corporation, limited liability company, or trust; or other entity owning, leasing, occupying, using or possessing a portion of the Fee Property and taking by, under or through the Grantee (collectively, the "Grantee Parties"), hereby waives, releases, relinquishes and forever discharges the Grantor, its officers, officials, and employees (collectively, the "Grantor Parties"), from and against any and all claims (including claims for contribution or joint liability), debts, liens, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses, consultants' fees and expenses and court costs by Grantor's attorney of choice) (collectively, "Losses") which the Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, based upon, arising out of or in any way connected with, directly or indirectly, the Fee Property and: (i) any environmental contamination, pollution or hazards on, in or associated with the Fee Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances or Other Regulated Materials, or threatened release, emission or discharge of Hazardous Substances or Other Regulated Materials; (ii) the structural, physical or environmental condition of the Fee Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Materials in, on, under or about the Fee Property or the migration of Hazardous Substances or Other Regulated Materials from or to other property; (iii) any violation of, obligation of compliance with, enforcement of or liability under any and all federal, state or local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, standards, permits, licenses and ordinances, or any judicial or administrative interpretation of any of the foregoing, pertaining to the protection of land, water, air, health, safety or the environment, whether now or in the future enacted, promulgated or issued, including the laws of the State of Illinois, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Fee

Property or any improvements, facilities or operations located or formerly located thereon (any such Losses to any person or entity arising out of or in any way connected with (i), (ii), (iii) or (iv) above are "Environmental Claims"); provided, however, the foregoing release shall not apply to Environmental Claims to the extent such Losses are proximately caused by the negligence or willful misconduct of the Grantor, after the Closing Date. This release shall become effective upon and survive the Closing and any termination of this Agreement.

6. Indemnification. Fee Property. Effective upon Closing, and to the full extent of the law, the Grantee agrees to indemnify, defend and hold harmless the Grantor Parties from and against any and all Environmental Claims suffered, raised or claimed by any third party including those arising from a) any Hazardous Substances or Other Regulated Materials (as defined above) existing on, in or under the Fee Property, or migrating onto or from the Fee Property or b) any and all violations of Environmental Laws occurring on or about the Fee Property; provided, however, the foregoing indemnification shall not apply to the extent such Environmental Claims are proximately caused by the negligence or willful misconduct of the Grantor after the Closing Date. Grantor hereby assigns any protections or rights for Environmental Claims that it may have received with respect to the Fee Property under both law or contract. This indemnification shall survive the Closing and any termination of this Agreement.
7. Release and Indemnity Run with the Land. The right of reversion stated in Section 1 above, along with the covenants of "as is" acceptance, environmental compliance, notice, remediation, release and indemnity appearing in Sections 2 through 6 above shall run with the Fee Property (as applicable), and shall be binding upon all successors and assigns of the Grantee with respect to the Fee Property, including, without limitation, each and every (i) person, firm, corporation, limited liability company, trust, or (ii) other entity owning, leasing, occupying, using or possessing any portion of the Fee Property under or through the Grantee following the Closing. The Grantee acknowledges and agrees that the foregoing covenants of release and indemnity constitute material inducements to the Grantor to enter into this IGA, and that, but for such release and indemnity, the Grantor would not have agreed to convey the Fee Property to the Grantee. It is expressly agreed and understood by and between the Grantee and the Grantor that, should any future obligation of the Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Fee Property, the Grantee and any of the Grantee Parties shall not assert that those obligations must be satisfied in whole or in part by the Grantor, because this IGA contains a full, complete and final release of all such claims, except as provided in this Agreement.

This Deed is executed pursuant to Grantor of Chicago Ordinance approved _____, 2023, and is accepted pursuant to Ordinances Nos. 022-118 and 023-_____ passed by the Chicago Transit Board of the Chicago Transit Authority on October 14, 2022, and _____.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, said Grantor has caused this instrument to be signed by the Mayor, and attested to by the City Clerk, and caused its corporate seal to be hereunto affixed, on or as of the day and year first above written.

ATTEST:

CITY OF CHICAGO, an Illinois
municipal corporation and home rule
unit of government

Andrea M. Valencia, City Clerk

By: _____
Brandon Johnson, Mayor

Approved as to form and legality, for the City of Chicago

By: _____
Assistant Corporation Counsel,
City of Chicago

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "Grantor"), pursuant to proxy on behalf of Brandon Johnson, Mayor of the Grantor, and Andrea M. Valencia, the City Clerk of the Grantor, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the Grantor to be affixed thereto, pursuant to authority given by the Grantor, as each person's free and voluntary act, and as the free and voluntary act and deed of the Grantor, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

ACCEPTED:

CHICAGO TRANSIT AUTHORITY

Lester Barclay
Chairman

ATTEST:

Secretary

Approved as to form and legality, for the sole benefit of CTA.
Subject to proper authorization and execution thereof.

Attorney

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County of Cook in the State of Illinois, do hereby certify that **Lester Barclay** is personally known to me to be the Chairman of the Chicago Transit Authority, a municipal corporation, and **Georgette Greenlee** is personally known to me to be the Secretary of said corporation, and they are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and they appeared before me this day in person and severally acknowledged that as such Chairman and Secretary, they signed, and delivered the said instrument as Chairman and Secretary of said corporation, as their free and voluntary act and deed, and the free and voluntary act and deed of the said Chicago Transit Authority and the said Secretary caused the corporate seal of said corporation to be affixed thereto pursuant to the authority given by the Chicago Transit Authority Board of said corporation as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2023.

Notary Public

My Commission Expires: _____

EXHIBIT A
(To Exhibit A-1 of Intergovernmental Agreement)
Legal Description of Fee Property

Exhibit B
(To Intergovernmental Agreement)

Temporary Easement Property

**Exhibit B-1
(To Intergovernmental Agreement)**

Temporary Easement

THIS INSTRUMENT PREPARED BY, AND
AFTER RECORDING, PLEASE RETURN TO:

Chicago Transit Authority
General Counsel
Corporate Law and Litigation
567 W. Lake Street
6th Floor
Chicago, Illinois 60661

(The above space is for the Recorder's use)

TEMPORARY EASEMENT

The City of Chicago, an Illinois home rule municipality (Grantor), for and in consideration of the sum of **ONE DOLLAR (\$1.00)**, the receipt of which is hereby acknowledged, grants and conveys to the **Chicago Transit Authority**, a municipal corporation (Grantee), a temporary easement for access, construction, and other transit purposes (Temporary Easement), including the temporary, use and maintenance of temporary sidewalk and other public way improvements, in, on, over, and through (but not under) the following described real estate situated in the County of Cook, State of Illinois:

See legal description attached and incorporated as Exhibit A.

situated in the County of Cook, State of Illinois. The above-described real estate and any and all improvements located thereon are herein referred to as the "Temporary Easement Property."

The Temporary Easement shall commence upon the date stated in a written notice delivered to Grantor at its address stated above, which date shall be not more than 120 days nor less than seven (7) days after the delivery of such notice.

The Temporary Easement shall terminate upon the sixth anniversary of the date in the notice, or the completion of the proposed project as acknowledged in writing by Grantee to Grantor, whichever occurs sooner. Upon expiration or termination, Grantor agrees to accept turnover and ownership of all Grantor improvements and equipment that have been restored and/or replaced as agreed by the Grantor and Grantee.

Grantor shall have, and retain all rights to use, occupy and access Grantor's remaining property, except to the extent expressly granted herein; provided, however, that Grantor's use and occupation of its remaining property shall not be allowed to interfere with Grantee's use of the Temporary Easement for the purposes herein described.

Grantee represents that Grantee shall not encroach on the Grantor's remaining property in performing the improvements, or shall take appropriate actions to ensure that no equipment or materials, or any use of the improvements themselves shall interfere with the use and operations of the Grantor on the Grantor's property.

The Temporary Easement is granted on a quitclaim basis, subject to all matters of record, including covenants, zoning and building restrictions, easements and conditions, questions of survey and building lines, liquor restrictions, party wall rights, existing leases and roads and highways, and any other encumbrances of record, all matters not of record, and all unpaid general real estate taxes and special assessments.

To the extent authorized by law, the Grantee shall indemnify, save and hold harmless the Grantor, its directors, agents, and employees against all loss, cost, damage or expense because of injury to or death of any person, or persons or damage to any property arising out of, or resulting from the use of the Premises, or the negligent, willful and wanton, or intentional tortious conduct of the Grantee, and including but not limited to its contractors, employees, or agents, except to the extent proximately caused by the negligent, willful and wanton, or intentional tortious conduct of Grantor, its employees, or agents. Further, upon reasonable notice and tender, delivered with copies of available correspondence and legal documents, the Grantee shall, at its own expense, appear, defend and pay all reasonable attorney's fees, costs and expenses arising therefrom or incurred in connection with this provision, and if any judgment shall be entered against Grantor in connection with this provision, the Grantee, shall at its own expense, satisfy and discharge the same.

Pursuant to Section 3.9 of the _____ 2023 Intergovernmental Agreement between Grantor and Grantee Concerning the Conveyance of Parcels for the Red Line Extension ("Agreement" or "IGA"):

1. "As Is". The Grantor makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Temporary Easement Property or the suitability of the Temporary Easement Property for any purpose whatsoever. The Grantee acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Temporary Easement Property and accepts the risk that any inspection may not disclose all material matters affecting the Temporary Easement Property. The Grantee acknowledges that the Temporary Easement Property is conveyed by Grantor, and the Grantee agrees to accept the Temporary Easement Property in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at Closing, with all faults and defects, latent or otherwise, and Grantee acknowledges that the Grantor has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the Grantee, with respect to the structural, physical or environmental condition of the Temporary Easement Property, its compliance with any statute, ordinance or regulation, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. The Grantee acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the Grantor or its agents or employees with respect thereto. The Grantee agrees that it is

its sole responsibility and obligation to perform at its expense any environmental remediation work and take such other action as is necessary to put the Temporary Easement Property in a condition which is suitable for its intended use.

2. Definitions.

“Hazardous Substance” has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

“Other Regulated Material” means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

“Environmental Laws” means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

3. Compliance with Environmental Requirements, Notice. Grantee agrees that, upon execution of this Agreement, it will not use or permit the use of Hazardous Substances or Other Regulated Materials (as defined above) either in, on, or about the Temporary Easement Property, in connection with its performance of any work on the Temporary Easement Property, except as permitted by applicable Environmental Law (as defined above).

Unless prohibited by Environmental Law, each Party agrees to deliver promptly to the other written notice of: a) any discovery or notice received of the presence of Hazardous Substances or Other Regulated in, on, or about the Temporary Easement Property, and b) any report or information that either Party has filed, or received from another person or entity that has filed with the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, or any other federal, state or local agency, where such report or information relates to the presence of or a release of Hazardous Substances

or Other Regulated Materials in, on or about the Temporary Easement Property. Such notice shall include a copy of any notice or information discovered or received.

If either Party, or either Party's respective employees, agents, or representatives shall cause a release of Hazardous Substances or Other Regulated Materials in, on or about the Temporary Easement Property, then such Party shall immediately notify the other. In the event of a release of Hazardous Materials by the Grantee or Grantee's employees, agents, or representatives on the Easements, if Grantor reasonably determines that such release could result in liability for Grantor, Grantee shall diligently perform, at its sole cost and expense, all remediation and restoration of the affected Temporary Easement Property as reasonably directed by the Grantor, all in accordance with applicable Environmental Law.

4. Release. The Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every (a) person, firm, corporation, limited liability company, or trust or other entity owning, leasing, occupying, using or possessing any portion of the Temporary Easement Property following the date of the Deed; or (b) any person, firm, corporation, limited liability company, or trust; or other entity owning, leasing, occupying, using or possessing a portion of the Temporary Easement Property and taking by, under or through the Grantee (collectively, the "Grantee Parties"), hereby waives, releases, relinquishes and forever discharges the Grantor, its officers, officials, and employees (collectively, the "Grantor Parties"), from and against any and all claims (including claims for contribution or joint liability), debts, liens, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses, consultants' fees and expenses and court costs by Grantor's attorney of choice) (collectively, "Losses") which the Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, based upon, arising out of or in any way connected with, directly or indirectly, the Temporary Easement Property and: (i) any environmental contamination, pollution or hazards on, in or associated with the Temporary Easement Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances or Other Regulated Materials, or threatened release, emission or discharge of Hazardous Substances or Other Regulated Materials; (ii) the structural, physical or environmental condition of the Temporary Easement Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Materials in, on, under or about the Temporary Easement Property or the migration of Hazardous Substances or Other Regulated Materials from or to other property; (iii) any violation of, obligation of compliance with, enforcement of or liability under any and all federal, state or local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, standards, permits, licenses and ordinances, or any judicial or administrative interpretation of any of the foregoing, pertaining to the protection of land, water, air, health, safety or the environment, whether now or in the future enacted, promulgated or issued, including the laws of the State of Illinois, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Temporary Easement Property or any improvements, facilities or operations located or formerly located thereon (any such Losses to any person or entity arising out of or in any way connected with (i), (ii), (iii) or (iv) above are "Environmental Claims"); provided, however, the foregoing release

shall not apply to Environmental Claims to the extent such Losses are proximately caused by the negligence or willful misconduct of the Grantor, after the Closing Date. This release shall become effective upon and survive the Closing and any termination of this Agreement.

5. Indemnification. Temporary Easement. Effective upon Closing, and to the full extent of the Law, the Grantee agrees to indemnify, defend and hold harmless the Grantor Parties from and against any and all Environmental Claims suffered, raised or claimed by any third party including those arising from a) any Hazardous Substances or Other Regulated Materials (as defined above) existing on, in or under the Temporary Easement Property, or migrating onto or from the Temporary Easement Property or b) any and all violations of Environmental Laws occurring on or about the Temporary Easement Property; provided, however, the foregoing indemnification shall not apply: a) to the extent such Environmental Claims are proximately caused by the negligence or willful misconduct of the Grantor after the Closing Date; b) to the extent such Environmental Claims occur after expiration of the Temporary Easement, and Grantee finishes construction activities, and the Environmental Claims are not proximately caused by the negligence or willful misconduct of the Grantee. Grantor hereby assigns any protections or rights for Environmental Claims that it may have received with respect to the Temporary Easement Property under both law or contract. This indemnification shall survive the Closing and any termination of the Agreement.

6. Release and Indemnity Run with the Land. The covenants of "as is" acceptance, environmental compliance, notice, remediation, release and indemnity appearing in Sections 1 through 5 above shall run with the Temporary Easement Property (as applicable), and shall be binding upon all successors and assigns of the Grantee with respect to the Temporary Easement Property, including, without limitation, each and every (i) person, firm, corporation, limited liability company, trust, or (ii) other entity owning, leasing, occupying, using or possessing any portion of the Temporary Easement Property under or through the Grantee following the Closing. The Grantee acknowledges and agrees that the foregoing covenants of release and indemnity constitute material inducements to the Grantor to enter into this IGA, and that, but for such release and indemnity, the Grantor would not have agreed to convey or grant easement in the Temporary Easement Property to the Grantee. It is expressly agreed and understood by and between the Grantee and the Grantor that, should any future obligation of the Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Temporary Easement Property, the Grantee and any of the Grantee Parties shall not assert that those obligations must be satisfied in whole or in part by the Grantor, because this IGA contains a full, complete and final release of all such claims, except as provided in this Agreement.

Grantor, without limiting the Temporary Easement above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of, or related to, the diminution in value to any remaining property of the Grantor caused by the opening, improving and using the Premises for construction and access purposes are hereby waived. This acknowledgment does not waive any claim for trespass to such remaining property or other indemnification obligations of Grantee.

The rights and obligations of the Grantor and the Grantee, respectively hereunder, shall inure to the benefit of and be binding upon their respective successors and assigns, and all terms, conditions, and covenants herein shall be construed as covenants, running with the land.

All notices given under this instrument shall be in writing and shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the addresses set forth below:

GRANTEE: CHICAGO TRANSIT AUTHORITY
567 West Lake Street
Chicago, Illinois 60661
Attn: Joe Harmening

WITH A COPY TO: CHICAGO TRANSIT AUTHORITY
567 West Lake Street
Chicago, Illinois 60661
Attn: General Counsel

GRANTOR: City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attn: Commissioner

WITH A COPY TO: City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Division

[SIGNATURE PAGES FOLLOW]

The Chicago Transit Authority, a municipal corporation

Title: _____

Approved as to form and legality, for the sole benefit of CTA. Subject to proper authorization and execution thereof:

Attorney, Chicago Transit Authority

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of **The Chicago Transit Authority**, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such, he/she signed and delivered the instrument, as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

Notary Public
My Commission Expires: _____

Dated this _____ day of _____, 2023.

City of Chicago, a home rule municipality

By: _____

Name: _____

Title: _____

Authorized by ordinance approved by City Council.

Approved as to form and legality:

Assistant Corporation Counsel

State of Illinois)
) ss
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of **The City of Chicago**, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such, he/she signed and delivered the instrument, as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

(SEAL)

Notary Public
My Commission Expires: _____

Exhibit A – Temporary Easement Property

(To Exhibit B-1 of Intergovernmental Agreement)

[Temporary Easement Property will be designated and described by agreement of the Grantor and Grantee]

**Exhibit C-1
(To Intergovernmental Agreement)**

Permanent Easement

THIS INSTRUMENT PREPARED BY, AND
AFTER RECORDING, PLEASE RETURN TO:

Chicago Transit Authority
General Counsel
Corporate Law and Litigation
567 W. Lake Street
6th Floor
Chicago, Illinois 60661

(the above space is for the Recorder's use)

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement"), made and entered into this ___ day of _____, 2023, by and between THE CHICAGO TRANSIT AUTHORITY, an Illinois municipal corporation, political subdivision and unit of local government, (hereinafter referred to as the "Grantee") and THE CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government (hereinafter referred to as the "Grantor").

W I T N E S S E T H:

WHEREAS, the Grantor is the fee simple titleholder of certain real estate situated in the County of Cook, State of Illinois, which real estate is legally described on Exhibit A which is attached hereto and by this reference incorporated herein ("Permanent Easement Property"); and

WHEREAS, the Permanent Easement Property is necessary to the Grantee for purposes of construction, operation, maintenance, repair and replacement of Grantee's Red Line Extension ("RLE") Project, an extension of CTA Red Line rapid transit service from 95th Street to 130th Street, including transit equipment on the Permanent Easement Property (collectively, "Grantee's Facilities"); and

WHEREAS, pursuant to ordinance _____ adopted by the City Council of the City of Chicago on _____, 2023 and published in the Journal of Proceedings on pages _____ to _____, Grantor, acting by and through its Department of Planning and Development, is authorized to execute this Permanent Easement Agreement as a necessary condition to comply with the provisions of the

2023 Intergovernmental Agreement between the Chicago Transit Authority and the City of Chicago Concerning the Conveyance of Parcels for the Red Line Extension ("Agreement" or "IGA"); and

WHEREAS, pursuant to ordinances adopted by the Grantee's Chicago Transit Board on October 14, 2022, and _____, and published as Ordinances Nos. 022-118 and 023-____, the Grantee authorized the execution of this Permanent Easement Agreement.

NOW THEREFORE, in consideration of the foregoing and for the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

- 1) The recitals set forth above are hereby incorporated and made a part of this Permanent Easement Agreement as if fully set forth herein.
- 2) Grantor hereby grants to the Grantee, its successors and assigns, a perpetual easement ("Permanent Easement") running with the land, subject to the terms and conditions hereinafter set forth, in, over, upon, through, across, and under the Permanent Easement Property for ingress, egress, access, and maintenance purposes, including but not limited to the access, operations, repair, installations, construction, servicing, alterations, inspecting, and/or replacing the Grantee's Facilities (the "Permitted Activities"). The Permanent Easement is granted on a quitclaim basis, subject to all matters of record, including covenants, zoning and building restrictions, easements and conditions, questions of survey and building lines, liquor restrictions, party wall rights, existing leases and roads and highways, and any other encumbrances of record, all matters not of record, and all unpaid general real estate taxes and special assessments.
- 3) Grantor hereby covenants that it shall not unreasonably interfere with Grantee's exercise of rights under the Permanent Easement Agreement or with the Permitted Activities including (a) place, permit or suffer to place any structures, permanent fixtures, equipment on or over the Permanent Easement Property that obstruct, block, or prevent in any manner Grantee's use, operation or maintenance of, or access to Grantee's Facilities; or (b) landscape, or plant trees on or over the Permanent Easement Property, without the prior written consent of Grantee. In the event the surface of the Permanent Easement Property is altered or disturbed by Grantor, its agents or employees, the Grantor shall cause the Permanent Easement Property to be restored to the condition of the Permanent Easement Property immediately before such alteration or disturbance, provided that such restoration shall not be in violation of Grantor's covenant set forth in this Section.
- 4) In the event the surface of the Permanent Easement Property, or any other authorized Grantor facilities in or adjacent to the Permanent Easement Property are altered or disturbed by Grantee, its agents or employees, the Grantee shall cause such areas and facilities to be restored to the extent altered or disturbed by Grantee. Notwithstanding the foregoing, Grantee shall have no obligation to restore any pavement, structures, permanent fixtures, equipment, landscaping or trees that have been placed on the Permanent Easement Property in violation of Grantor's covenant set forth in Section 3 above.
- 5) Nothing contained herein shall give the Grantee the right or permission, nor is anything contained herein intended to give a right or permission to enter or use any adjoining lands of the Grantor without the prior written consent of Grantor.

- 6) The Permanent Easement granted herein will not terminate if it is not used for the purposes stated herein for any period of time of any length. Further, the Permanent Easement granted herein shall not be presumed abandoned or terminated unless Grantee states in writing its intention to abandon the Permanent Easement Property or terminate the Permanent Easement.
- 7) All provisions of this Permanent Easement Agreement, including all restrictions, benefits and burdens, and the Permanent Easement, shall run with the land and are binding on and inure to Grantor and Grantee and their respective successors and assigns, with the same full force and effect for all purposes as though set forth at length in each and every transfer of the rights contained herein. Each grantee, by acceptance of a deed of conveyance from Grantor, its successors and assigns, and each mortgagee, by acceptance of a mortgage from Grantor, its successors or assigns, accepts said deed or mortgage subject to this Permanent Easement Agreement and the terms, conditions and restrictions contained herein.
- 8) Pursuant to Section 3.9 of the _____ 2023 Intergovernmental Agreement between Grantor and Grantee Concerning the Conveyance of Parcels for the Red Line Extension (“Agreement” or “IGA”):
- (i) “As Is”. The Grantor makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Permanent Easement Property or the suitability of the Permanent Easement Property for any purpose whatsoever. The Grantee acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Permanent Easement Property and accepts the risk that any inspection may not disclose all material matters affecting the Permanent Easement Property. The Grantee acknowledges that the Permanent Easement Property is conveyed by Grantor, and the Grantee agrees to accept the Permanent Easement Property in its “AS IS,” “WHERE IS” and “WITH ALL FAULTS” condition at Closing, with all faults and defects, latent or otherwise, and Grantee acknowledges that the Grantor has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the Grantee, with respect to the structural, physical or environmental condition of the Permanent Easement Property, its compliance with any statute, ordinance or regulation, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. The Grantee acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the Grantor or its agents or employees with respect thereto. The Grantee agrees that it is its sole responsibility and obligation to perform at its expense any environmental remediation work and take such other action as is necessary to put the Permanent Easement Property in a condition which is suitable for its intended use.
 - (ii) Definitions.

“Hazardous Substance” has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

“Other Regulated Material” means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated

biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

“Environmental Laws” means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- (iii) Compliance with Environmental Requirements, Notice. Grantee agrees that, upon execution of this Agreement, it will not use or permit the use of Hazardous Substances or Other Regulated Materials (as defined above) either in, on, or about the Permanent Easement Property, in connection with its performance of any work on the Permanent Easement Property, except as permitted by applicable Environmental Law (as defined above).

Unless prohibited by Environmental Law, each Party agrees to deliver promptly to the other written notice of: a) any discovery or notice received of the presence of Hazardous Substances or Other Regulated Materials in, on, or about the Permanent Easement Property, and b) any report or information that either Party has filed, or received from another person or entity that has filed with the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, or any other federal, state or local agency, where such report or information relates to the presence of or a release of Hazardous Substances or Other Regulated Materials in, on or about the Permanent Easement Property. Such notice shall include a copy of any notice or information discovered or received.

If either Party, or either Party’s respective employees, agents, or representatives shall cause a release of Hazardous Substances or Other Regulated Materials in, on or about the Permanent Easement Property, then such Party shall immediately notify the other. In the event of a release of Hazardous Substances or Other Regulated Materials by the Grantee or Grantee’s employees, agents, or representatives on the Permanent Easement Property, if Grantor reasonably determines that such release could result in liability for Grantor, Grantee shall diligently perform, at its sole cost and expense, all remediation and restoration of the affected Permanent

Easement Property as reasonably directed by the Grantor, all in accordance with applicable Environmental Law.

- (iv) Release. The Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every (a) person, firm, corporation, limited liability company, or trust or other entity owning, leasing, occupying, using or possessing any portion of the Permanent Easement Property following the date of the Deed; or (b) any person, firm, corporation, limited liability company, or trust; or other entity owning, leasing, occupying, using or possessing a portion of the Permanent Easement Property and taking by, under or through the Grantee (collectively, the "Grantee Parties"), hereby waives, releases, relinquishes and forever discharges the Grantor, its officers, officials, and employees (collectively, the "Grantor Parties"), from and against any and all claims (including claims for contribution or joint liability), debts, liens, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses, consultants' fees and expenses and court costs by Grantor's attorney of choice) (collectively, "Losses") which the Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, based upon, arising out of or in any way connected with, directly or indirectly, the Permanent Easement Property and: (i) any environmental contamination, pollution or hazards on, in or associated with the Permanent Easement Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances or Other Regulated Materials, or threatened release, emission or discharge of Hazardous Substances or Other Regulated Materials; (ii) the structural, physical or environmental condition of the Permanent Easement Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Materials in, on, under or about the Permanent Easement Property or the migration of Hazardous Substances or Other Regulated Materials from or to other property; (iii) any violation of, obligation of compliance with, enforcement of or liability under any and all federal, state or local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, standards, permits, licenses and ordinances, or any judicial or administrative interpretation of any of the foregoing, pertaining to the protection of land, water, air, health, safety or the environment, whether now or in the future enacted, promulgated or issued, including the laws of the State of Illinois, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Permanent Easement Property or any improvements, facilities or operations located or formerly located thereon (any such Losses to any person or entity arising out of or in any way connected with (i), (ii), (iii) or (iv) above are "Environmental Claims"); provided, however, the foregoing release shall not apply to Environmental Claims to the extent such Losses are proximately caused by the negligence or willful misconduct of the Grantor, after the Closing Date. This release shall become effective upon and survive the Closing and any termination of this Agreement.

(v) Indemnification. Effective upon Closing, and to the full extent of the Law, the Grantee agrees to indemnify, defend and hold harmless the Grantor Parties from and against any and all Environmental Claims suffered, raised or claimed by any third party including those arising from a) any Hazardous Substances or Other Regulated Materials (as defined above) existing on, in or under the Permanent Easement Property, or migrating onto or from the Permanent Easement Property or b) any and all violations of Environmental Laws occurring on or about the Permanent Easement Property; provided, however, the foregoing indemnification shall not apply: a) to the extent such Environmental Claims are proximately caused by the negligence or willful misconduct of the Grantor after the Closing Date; b) Environmental Claims suffered, raised or claimed by any third party including those arising from (1) any Hazardous Substances or Other Regulated Materials (as defined above) existing on, in or under the Permanent Easement Property which after the Closing Date, exists on, in, or under the Permanent Easement Property, or migrating onto or from the Permanent Easement Property due to the actions of a third-party that is not a Grantee Party (as that term is defined above) or (2) any and all violations of Environmental Laws occurring on or about the Permanent Easement Property after the Closing Date due to the actions of a third-party that is not a Grantee Party (as that term is defined above). Grantor hereby assigns any protections or rights for Environmental Claims that it may have received with respect to the Permanent Easement Property under both law or contract. This indemnification shall survive the Closing and any termination of the Agreement.

(vi) Release and Indemnity Run with the Land. The covenants of "as is" acceptance, environmental compliance, notice, remediation, release and indemnity appearing in Sections 8 through 13 above shall run with the Permanent Easement Property (as applicable), and shall be binding upon all successors and assigns of the Grantee with respect to the Permanent Easement Property, including, without limitation, each and every (i) person, firm, corporation, limited liability company, trust, or (ii) other entity owning, leasing, occupying, using or possessing any portion of the Permanent Easement Property under or through the Grantee following the Closing. The Grantee acknowledges and agrees that the foregoing covenants of release and indemnity constitute material inducements to the Grantor to enter into this IGA, and that, but for such release and indemnity, the Grantor would not have agreed to convey or grant easement in the Permanent Easement Property to the Grantee. It is expressly agreed and understood by and between the Grantee and the Grantor that, should any future obligation of the Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Permanent Easement Property, the Grantee and any of the Grantee Parties shall not assert that those obligations must be satisfied in whole or in part by the Grantor, because this IGA contains a full, complete and final release of all such claims, except as provided in this Agreement.

- 9) Notices. All notices given under this instrument shall be in writing and shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the addresses set forth below:

If to Grantee:

Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661
Attention: Joe Harmening

With a copy at the address above, attention:

Chicago Transit Authority
567 W. Lake Street
Chicago, Illinois 60661
General Counsel's Office

If to Grantor:

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attn: Commissioner
With a copy to:

City of Chicago
Department of Law, Real Estate and Land Use Division
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel

- 10) This Permanent Easement Agreement may be signed in counterparts, each of which shall be deemed an original, but both of which together shall constitute the same instrument.
- 11) This Permanent Easement Agreement is governed by and construed in accordance with the laws of the State of Illinois and the parties hereto agree to submit to the jurisdiction of the courts of the State of Illinois and further agree to venue lying in the Circuit Court of Cook County, Illinois.
- 12) This Permanent Easement Agreement sets forth the entire understanding of Grantor and Grantee and may be modified only by instruments signed by both Grantor and Grantee, or their successors or assigns.
- 13) In the event of litigation regarding the subject matter of this Permanent Easement Agreement, the prevailing party, holding final judgment from a court with appropriate jurisdiction, shall have the right to claim reasonable attorney's fees from the non-prevailing party.
- 14) When a transfer of ownership of the Permanent Easement Property takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates. The transferee of any part or all of the ownership of the Permanent Easement Property shall be and become liable for all obligations of the Grantor hereafter and if there is more than one such transferees or owners they shall be jointly and severally liable for all such obligations.
- 15) If any provision of this Permanent Easement Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Permanent Easement Agreement shall be construed as if such invalid part were never included and this Permanent Easement Agreement shall be and remain valid and enforceable to the fullest extent permitted by law. The words "shall",

“will”, and “must” are intended to convey a mandate, duty or an obligation. The phrases “shall not”, “will not” and “must not” are intended to be construed as restrictive or prohibitive. The words “may” or “might” are intended to give the performing party a choice in performing the action.

SIGNATURE BLOCKS APPEAR ON THE NEXT PAGE.

IN WITNESS WHEREOF, the Grantor has caused this Permanent Easement Agreement to be duly executed and attested this ____ day of _____ 2023.

CITY OF CHICAGO

By: _____

Its:

Name:

Approved as to form and legality, for the City of Chicago.

By: _____

Assistant Corporation Counsel,
City of Chicago

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 _____, acting on behalf of CITY OF CHICAGO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said company, as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A
(To Exhibit C-1 of Intergovernmental Agreement)

PERMANENT EASEMENT PROPERTY

Exhibit C
(To Intergovernmental Agreement)

Permanent Easement Property

PARCEL.: RLE-014-PA Common Address: 11631-11633 S Indiana Ave.
PIN: 25-22-311-013-0000; 25-22-311-012-0000

Legal Description:

THAT PART OF LOT 22, LOT 23 AND LOT 24, IN BLOCK 1 OF SAMUEL J. GLOVER & GEORGE N. BLACKS SUBDIVISION OF BLOCK 1 AND THAT PART OF BLOCK 6 LYING BETWEEN ILLINOIS CENTRAL AND CHICAGO AND WESTERN INDIANA RAILROADS, ALL IN FIRST ADDITION TO KENSINGTON, A SUBDIVISION IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1881, AS DOCUMENT NO. 358729, DESCRIBED AS FOLLOWS WITH BEARINGS AND DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), LYING ABOVE A HORIZONTAL PLANE ELEVATION OF 29.72 FEET (CITY OF CHICAGO DATUM):

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 22; THENCE NORTH 56 DEGREES 37 MINUTES 55 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 22, BEING ALSO THE NORTH LINE OF THE UNION PACIFIC RAILROAD (FORMERLY THE CHICAGO AND WESTERN INDIANA RAILROAD), 152.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22; THENCE NORTH 1 DEGREE 46 MINUTES 37 SECONDS WEST ON THE WEST LINE OF SAID LOT 22, LOT 23, AND LOT 24, A DISTANCE OF 79.49 FEET TO A LINE DRAWN 65.00 FEET NORTHEAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 22, AND THE NORTH LINE OF THE UNION PACIFIC RAILROAD, AFORESAID; THENCE SOUTH 56 DEGREES 37 MINUTES 55 SECONDS EAST, ON SAID PARALLEL LINE. 152.87 FEET TO THE EAST LINE OF SAID LOT 22; THENCE SOUTH 1 DEGREE 46 MINUTES 37 SECONDS EAST ON SAID EAST LINE, 79.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. SAID PARCEL CONTAINING A HORIZONTAL PLANE AREA OF 9,936 SQUARE FEET, MORE OR LESS, OR 0.228 ACRE, MORE OR LESS.

THAT PART OF LOT 22, IN BLOCK 1 OF SAMUEL J. GLOVER & GEORGE N. BLACKS SUBDIVISION OF BLOCK 1 AND THAT PART OF BLOCK 6 LYING BETWEEN ILLINOIS CENTRAL AND CHICAGO AND WESTERN INDIANA RAILROADS, ALL IN FIRST ADDITION TO KENSINGTON, A SUBDIVISION IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1881, AS DOCUMENT NO. 358729, DESCRIBED WITH BEARINGS AND DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), LYING BELOW A HORIZONTAL PLANE ELEVATION OF 29.72 FEET (CITY OF CHICAGO DATUM), AND BEING TWO SEPARATE CIRCLES IN SHAPE WITH A RADIUS OF 6.00 FEET, THE CENTER OF SAID CIRCLES FURTHER DESCRIBED HEREIN AS POINTS "A" AND "B", LOCATED ON THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 22; THENCE NORTH 1 DEGREE 46 MINUTES 37 SECONDS WEST ON THE EAST LINE OF SAID LOT, 35.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 56 DEGREES 29 MINUTES 09 SECONDS WEST, 15.04 FEET

TO THE CENTER OF A COLUMN AS CONSTRUCTED, DESIGNATED POINT "A" BEING THE RADIUS POINT OF THE FIRST OF SAID TWO 6.00 FOOT RADIUS CIRCLES; THENCE CONTINUING NORTH 56 DEGREES 29 MINUTES 09 SECONDS WEST, 120.00 FEET TO THE CENTER OF A COLUMN AS CONSTRUCTED, DESIGNATED POINT "B" BEING THE RADIUS POINT OF THE SECOND OF SAID TWO 6.00 FOOT RADIUS CIRCLES; THENCE NORTH 56 DEGREES 29 MINUTES 09 SECONDS WEST, 18.10 FEET TO A POINT OF TERMINATION OF SAID LINE ON THE WEST LINE OF SAID BLOCK 1, AT A POINT 36.02 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 22, AS MEASURED ON THE WEST LINE OF SAID BLOCK 1, IN COOK COUNTY ILLINOIS. SAID PARCEL CONTAINING A HORIZONTAL PLANE AREA DIVIDED EQUALLY OF 226 SQUARE FEET, MORE OR LESS, OR 0.005 ACRE, MORE OR LESS.



OFFICE OF THE MAYOR
CITY OF CHICAGO

BRANDON JOHNSON
MAYOR

October 4, 2023

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing land disposition intergovernmental agreement with the Chicago Transit Authority for the Red Line Extension project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to be "BJ", followed by a horizontal line.

Mayor



CITY OF CHICAGO



BYRON SIGCHO-LOPEZ
ALDERMAN, 25TH WARD

30 October 2023

TO THE PRESIDENT AND MEMBERS OF CITY COUNCIL:

Your Committee on Housing and Real Estate for which a meeting was held on October 30th, 2023 was referred an ordinance from the Department of Planning and Development for an intergovernmental agreement with Chicago Transit Authority for purchases of various City parcels and easements within several Tax Increment Financing (TIF) redevelopment project areas between S 95th St and S 130th St for Red Line Extension Project. (9th, 10th, 21st Ward)

(O2023-0005103)

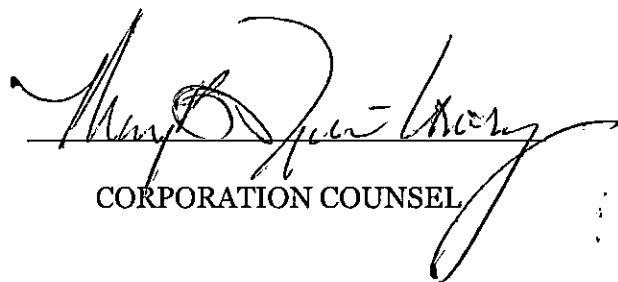
Having the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed communication transmitted herewith.

The recommendation was Passed by the same roll call as was used to determine quorum in Committee.

Sincerely,

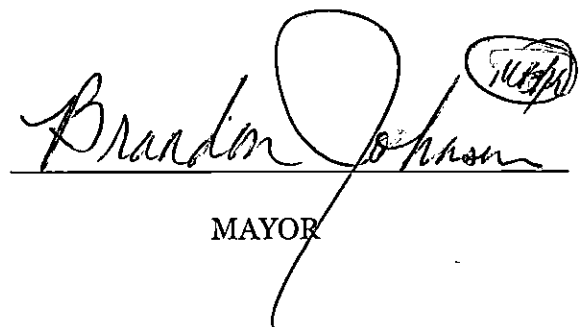
Byron Sigcho-López
Chairman, Committee on Housing & Real Estate

APPROVED


CORPORATION COUNSEL

DATED: 11/2/2023

APPROVED


MAYOR

DATED: 11/2/2023