

QUIT CLAIM DEED

CITY OF CHICAGO, an Illinois home rule municipality ("City"), for and in consideration of the sum of **ONE and 00/100 DOLLARS (\$1.00)** and other good and valuable consideration, receipt of which is hereby acknowledged by acceptance of this Quitclaim Deed, hereby conveys and quit claims to **CHICAGO TRANSIT AUTHORITY**, an Illinois political subdivision, body politic and, municipal corporation with its principal place of business at 567 West Lake Street, Chicago, Illinois 60661 ("CTA"), all of its right, title and interest in and to the following described parcels of real estate situated in the City of Chicago, County of Cook and State of Illinois:

See Exhibit A attached hereto and made a part hereof

(hereinafter referred to as the "City Property").

subject to all matters of record and not shown 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, and all unpaid general real estate taxes and special assessments;

and subject to the following:

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 City Property or the suitability of the City 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 City Property and accepts the risk that any inspection may not disclose all material matters affecting the City Property. The CTA acknowledges that the City Property is conveyed by City, and the CTA agrees to accept the City 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 City 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 City Property in a condition which is suitable for its intended use.

2. **Definitions.**

"**Hazardous Materials**" means (i) "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**"), as amended from time to time, and as interpreted by courts of competent jurisdiction, and (ii) "hazardous substance" as that term is defined in the Illinois Environmental Protection Act, as amended from time to time, and as interpreted by courts of competent jurisdiction, and (iii) petroleum, including fractions thereof; and (iv) nuclear materials.

"**Laws**" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

3. **Compliance with Environmental Requirements, Notice, and Remediation.** CTA agrees that it will not use or permit the use of Hazardous Materials (as defined below) either in, on or about the City Property prior to or after the conveyance to the CTA, except as permitted by applicable Law. Unless prohibited by Laws, CTA agrees to deliver promptly to the City written notice of: a) any discovery by CTA or notice received by CTA of the presence of Hazardous Materials or other contaminants exceeding regulatory limits in, on or about the City Property; and b) any report or information that CTA 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 Materials in, on or about the City Property. Such notice shall include a copy of any notice or information discovered or received. If CTA or any CTA Parties (as defined below) shall cause a release of Hazardous Materials in, on or about the City Property, CTA shall immediately notify the City, and 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 City Property as reasonably directed by the City, all in accordance with applicable Law.
4. **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 person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the City Property under or through the CTA following the date of this Quitclaim Deed (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, in any and all courts or other forums, of

whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this Quitclaim Deed, based upon, arising out of or in any way connected with, directly or indirectly, the City Property and: (i) any environmental contamination, pollution or hazards on, in or associated with the City 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 Materials, or threatened release, emission or discharge of Hazardous Materials; (ii) the structural, physical or environmental condition of the City Property, including, without limitation, the presence or suspected presence of Hazardous Materials in, on, under or about the City Property or the migration of Hazardous 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 ("Environmental Laws"), 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 City Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Environmental Claims"); provided, however, the foregoing release shall not apply to Environmental Claims to the extent such Losses are proximately caused by the gross negligence or willful misconduct of the City occurring after the Closing Date. This release shall survive Closing and any termination of this Agreement (regardless of the reason for such termination).

5. **Indemnification.** Following the 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 which arises out of or are connected in any way with a) any Hazardous Materials (as hereinafter defined) existing on, in or under the City Property, or migrating from the City Property onto adjacent CTA-owned land or b) any and all violations of Environmental Laws occurring on or about the City Property; provided, however, the foregoing indemnification shall not apply to the extent such Environmental Claims are proximately caused by the gross negligence or willful misconduct of the City occurring after the Closing Date. This indemnification shall survive the Closing and any termination of this Agreement (regardless of the reason for such termination).
6. **Runs 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 City Property, and shall be binding upon all successors and assigns of the CTA with respect to the City Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the City 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 the City 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 City 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 such section.

This Quitclaim Deed is executed pursuant to Authorization by ordinance approved by City Council, _____, C.J. p. _____ et seq.

IN WITNESS WHEREOF, City of Chicago has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 2026.

ATTEST:

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

Andrea M. Valencia, City Clerk

By: _____
Mary B. Richardson-Lowry, as proxy on behalf of
Brandon Johnson, Mayor

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 "City"), pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, 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 City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2026.

Notary Public