

**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 95<sup>th</sup> Street to 130<sup>th</sup> 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