

**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