

**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.







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

**PERMANENT EASEMENT PROPERTY**