

**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]

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**The Chicago Transit Authority**, a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

This Temporary Easement is executed pursuant to Ordinances Nos. 022-118 \_\_\_\_\_ and \_\_\_\_\_ passed by the Chicago Transit Board of the Chicago Transit Authority on October 14, 2022 and \_\_\_\_\_.

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

By: \_\_\_\_\_

Attorney, Chicago Transit Authority

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 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.

(SEAL)

\_\_\_\_\_  
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]