

Motions/New Business

**MORTON GROVE PARK DISTRICT
BOARD MOTIONS
August 18, 2021**

Administration and Finance Committee – Commissioner Minx, Chair

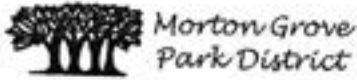
PACE Land Conveyance: I move that the Board of Commissioners approve the intergovernmental agreement, land conveyance ordinance #O-02-21, and temporary easement.

Update to Personnel Manual: I move that the Board of Park Commissioners approve the Personnel Policy Manual.

Update to Safety Manual: I move that the Board of Park Commissioners approve the Risk Management Procedure Manual.

Morton Grove Labor Days MOU: I move that the Board of Park Commissioners approve the Memorandum of Understanding with the Village of Morton Grove for the activities of Morton Grove Labor Days.

Honorary Street Sign Approval: I move that The Board of Park Commissioners approve the nomination and have the Board President sign the nomination paper.



Memorandum

To: Board of Park Commissioners
From: Jeffrey Wait, Executive Director
Date: August 18, 2021
Regarding: Pace Land Conveyance #O-02-21

Issue:

Conveyance of land to Pace Suburban Bus for the construction of a Pulse Transit Station.

Discussion:

Pace has been installing a rapid transit service, Pulse, to provide enhanced express bus service to commuters using the latest technology and a streamlined route design throughout many suburban communities. Pulse stations provide fast, frequent, and reliable bus service in heavily traveled corridors of Chicagoland communities.

The Park District and Pace have been discussing the possibility of a rapid station along Dempster Street for more than four years. The plan is to build the station in-between the marquee sign and the Veterans Memorial. To help facilitate this, the Park District must approve an intergovernmental agreement with Pace, approve an ordinance conveying the property to Pace, and grant Pace a temporary easement for construction.

Park Board Action:

For the Board of Park Commissioners to approve the intergovernmental agreement, land conveyance ordinance #O-02-21, and temporary easement.

ORDINANCE NO. O-02-21

ORDINANCE APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN MORTON GROVE PARK DISTRICT AND PACE FOR CONVEYANCE OF REAL PROPERTY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

WHEREAS, the Morton Grove Park District ("Park District") is organized and operating pursuant to the Illinois Park District Code, 70 ILCS 1205/1-1 et seq. ("Park Code"); and

WHEREAS, Pace is the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation organized and operating pursuant to Illinois law ("Pace"); and

WHEREAS, Park District is owner of certain real property commonly known as Prairie View Community Center ("Community Center") located at 6834 Dempster Street, Morton Grove, Illinois 60053; and

WHEREAS, as part of its Vision 2020 Plan, Pace is presently instituting a new enhanced rapid transit network to commuters known as Pulse, using updated technology and a streamlined route design to provide fast, frequent, and reliable bus service in heavily traveled corridors of the Chicago area ("Project"); and

WHEREAS, the Pulse corridor development plan includes construction of the Dempster Street line, which passes the Community Center on the north side of Dempster Street; and

WHEREAS, in order to construct and maintain a Pulse Station to serve users of the Pulse Dempster Street line, Pace wishes to acquire from the Park District a parcel of real property located on the Community Center property immediately north of and adjacent to the Dempster Street right-of-way, west of Athletic Avenue, east of New England Avenue, and more particularly described in **Exhibit A** attached hereto ("Subject Property"); and

WHEREAS, the Park District desires to convey the Subject Property to Pace to facilitate the development the Project; and

WHEREAS, promptly after obtaining title to the Subject Property, Pace plans to construct a transit station bus stop and related facilities ("Pulse Station"); and

WHEREAS, in order for Pace to construct the Pulse Station, it is necessary for the Park District to grant Pace a temporary construction easement around the perimeter of the Subject Property; and

WHEREAS, the Park District desires to grant Pace a temporary construction easement for the aforesaid purposes; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance, and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, District and Pace are public agencies as that term is defined in Section 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/2, which Act provides that any power or powers, privileges, functions, or authority exercised, or which may be exercised by a public agency of this State, may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State.

NOW, THEREFORE, BE IT ORDAINED BY THE MORTON GROVE PARK DISTRICT, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: Incorporation of Recitals. The foregoing recitals are incorporated by reference as though fully set forth herein, and all provisions of this Ordinance shall be construed, interpreted, and enforced in accordance therewith. All exhibits referenced herein are hereby incorporated into this Ordinance.

SECTION TWO: Conveyance Authorized. The Park District Board of Park Commissioners ("Park Board") hereby authorizes and approves the conveyance of the Subject Property, depicted and legally described in Exhibit A attached hereto, to Pace. Said conveyance shall occur pursuant to the Intergovernmental Agreement between the Morton Grove Park District and Pace for Conveyance of Real Property attached hereto as Exhibit B ("Intergovernmental Agreement").

SECTION THREE: Temporary Easement Authorized. The Park Board hereby authorizes and approves the grant of a temporary construction easement over the Temporary Easement Premises to Pace upon the terms and conditions set forth in the Temporary Construction Easement Agreement attached hereto as Exhibit C ("Temporary Easement Agreement").

SECTION THREE: Execution of Documents-IGA. The Park Board President and Secretary are hereby authorized and directed to execute the Intergovernmental Agreement in substantially the form attached hereto as Exhibit B, and to execute any other documents necessary to convey the Subject Property, including but not by limitation, the special warranty deed. The Executive Director and the Attorney for the Park District are authorized and directed to take any and all such further action as may be lawful and consistent with the Intergovernmental Agreement to effectuate the conveyance of the Subject Property.

SECTION FOUR: Execution of Documents-TEA. The Park Board President and Secretary are hereby authorized and directed to execute the Temporary Easement Agreement in substantially the form attached hereto as Exhibit C, and to execute any other documents necessary to grant said temporary easement. The Executive Director and the Attorney for the Park District are authorized and directed to take any and all such further action as may be lawful and consistent with the Temporary Easement Agreement to effectuate the grant of temporary easement to Pace.

SECTION FIVE: Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX: Effective Date. This Ordinance shall be in full force and effect immediately after its adoption and publication as required by law.

Roll Call Vote:

Ayes:

Nays:

Absent:

Abstain:

PASSED and APPROVED this _____ day of _____, 2021.

By: _____
President, Board of Park Commissioners

ATTEST:

By: _____
Secretary, Board of Park Commissioners

STATE OF ILLINOIS)
) SS.
COOK COUNTY)

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Morton Grove Park District Board of Park Commissioners, Cook County, Illinois, and as such I am the keeper of the records and files of the Board of Park Commissioners of said Park District.

I further certify that the foregoing is a full, true and complete copy of Ordinance No. O-02-21 titled,

ORDINANCE APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN MORTON GROVE PARK DISTRICT AND PACE FOR CONVEYANCE OF REAL PROPERTY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

adopted at a duly called Special Meeting of the Board of Park Commissioners of the Morton Grove Park District, held at Morton Grove, Illinois at 6:30 p.m. on the 18th day of August, 2021.

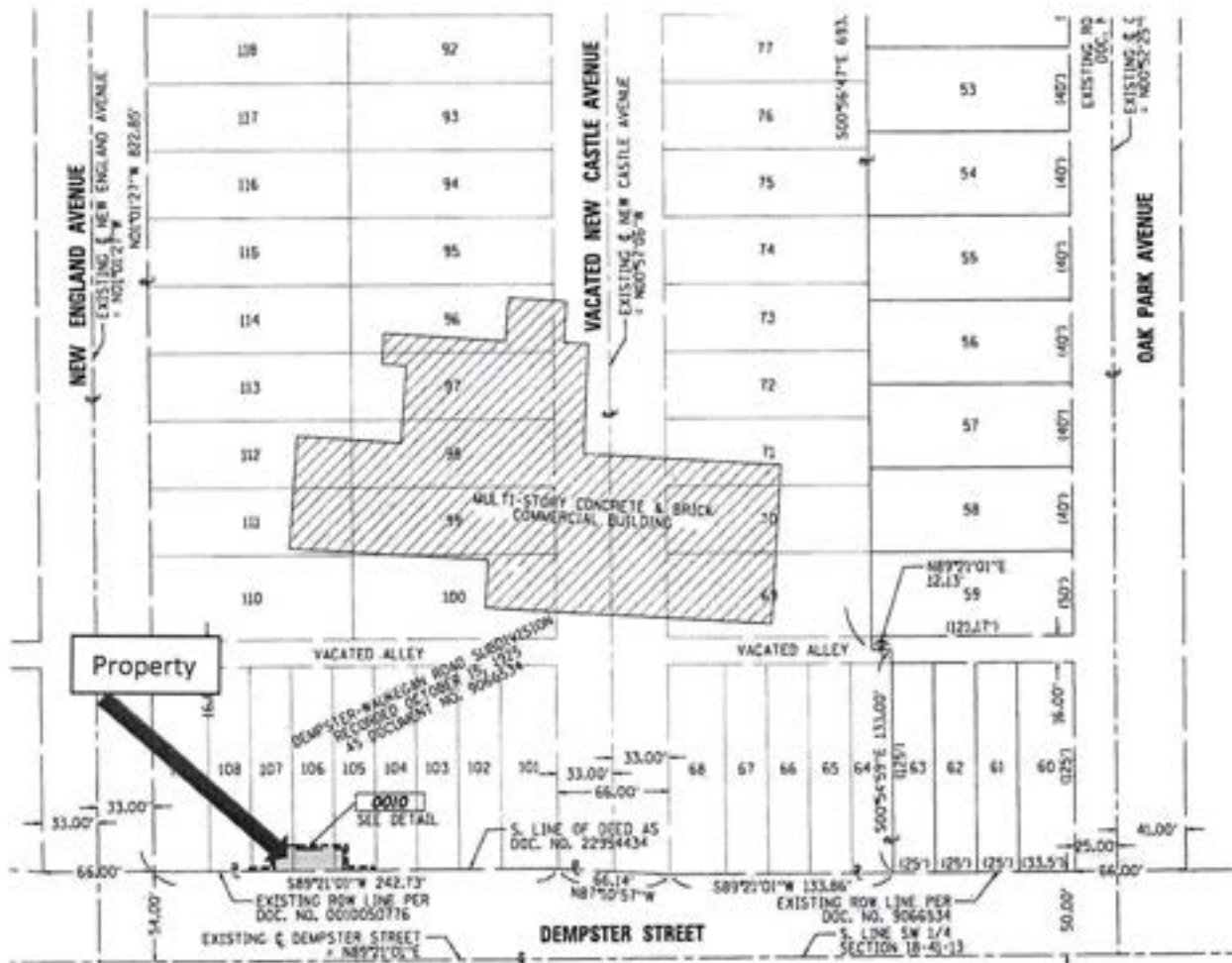
I do further certify that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all the provisions of said Act and said Code and with all the procedural rules of the Board.

IN WITNESS WHEREOF I hereunto affix my official signature at Morton Grove, Illinois, this 18th day of August, 2021.

Park District Board Secretary

EXHIBIT A
DEPICTION AND LEGAL DESCRIPTION
OF SUBJECT PROPERTY

EXHIBIT A
[Depiction and Legal Description of the Property]



THAT PART OF LOTS 105, 106 AND 107, IN DEMPSTER WAUKEGAN ROAD SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1925, AS DOCUMENT NUMBER 9066534, IN COOK COUNTY, ILLINOIS, BEARINGS AND DISTANCES ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF NEW ENGLAND AVENUE DEDICATED PER DOCUMENT NUMBER 9066534 WITH THE NORTHERLY RIGHT OF WAY LINE OF DEMPSTER STREET PER DOCUMENT NUMBER 0010050776; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF DEMPSTER STREET 72.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 38 MINUTES 59 SECONDS WEST 13.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST 7.00 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 59 SECONDS WEST 2.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST 7.00 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 59 SECONDS EAST 2.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST 28.00 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 59 SECONDS EAST 13.00 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF DEMPSTER STREET; THENCE SOUTH 89 DEGREES 21 MINUTES 01 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 42.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.013 ACRES (560 SQ.FT.), MORE OR LESS.

EXHIBIT B
[INTERGOVERNMENTAL AGREEMENT CONVEYING SUBJECT PROPERTY]

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE MORTON GROVE PARK DISTRICT
AND PACE FOR CONVEYANCE OF REAL PROPERTY**

This Intergovernmental Agreement (“Agreement”) is made by the Morton Grove Park District, an Illinois unit of local government, 6834 Dempster Street, Morton Grove Illinois 60053 (“District” or “Seller”) and Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation, 550 W. Algonquin Road, Arlington Heights, Illinois 60005 (“Pace” or “Purchaser”). District and Pace are sometimes referred to individually as a “Party” and collectively as “the Parties” in this Agreement.

RECITALS

- A. District is record owner of fee simple title to real property commonly known as Prairie View Community Center (“Community Center”) located at 6834 Dempster Street, Morton Grove, Illinois 60053.
- B. As part of its Vision 2020 Plan, Pace is presently instituting a new enhanced rapid transit network to commuters known as Pulse, using updated technology and a streamlined route design to provide fast, frequent, and reliable bus service in heavily traveled corridors of the Chicago area.
- C. The Pulse rapid transit network includes but is not limited to transit station bus stops and terminal stations (“Pulse Stations”).
- D. The Pulse near-term corridor development plan includes construction of the Dempster Street line, which passes the Community Center on the north side of Dempster Street.
- E. In order to construct and maintain a Pulse Station to serve users of the Pulse Dempster Street line, Pace wants to acquire from the District a parcel of real property located on the Community Center property immediately north of and adjacent to the Dempster Street right-of-way, west of Athletic Avenue, east of New England Avenue, and more particularly described below.
- F. The District, after being fully informed of the right to receive just compensation for the parcel of real property that Pace wants to acquire, has agreed to donate the parcel to Pace and releases Pace from any obligation to appraise the parcel pursuant to 49 C.F.R. §§ 24.102(c)(2) and 24.108.
- G. Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance, and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities.

H. District and Pace are public agencies as that term is defined in Section 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/2. The Illinois Intergovernmental Cooperation Act further provides that any power or powers, privileges, functions, or authority exercised, or which may be exercised by a public agency of this State, may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals

The Parties agree that the above Recitals and all exhibits referenced in this Agreement are fully incorporated into this Agreement as if set forth in their entirety in this Section 1, and all covenants, terms, conditions, and provisions of this Agreement shall be construed, interpreted, and enforced in accordance therewith.

2. Effective Date

This Agreement shall be in effect beginning on the date on which this Agreement is signed by Pace ("Effective Date"). If a Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party's signature on this Agreement shall be deemed to be the date that the signing Party signed this Agreement.

3. Description

Subject to the terms and conditions of this Agreement, Seller agrees to donate and transfer, and Purchaser agrees to accept and acquire, all of Seller's right, title, and interest in and to certain unimproved, vacant land more specifically described in **Exhibit A** attached hereto (the "Land"), along with and subject to all easements, hereditaments, and appurtenances, if any, belonging to or inuring to the benefit of Seller and pertaining to the Land (the "Entitlements", and together with the Land, the "Property").

4. "As-Is" Purchase

Except as set forth in this Agreement to the contrary, the Property is being donated in its "AS IS, WHERE IS" condition, "WITH ALL FAULTS" and without representation or warranty (all of which Seller hereby disclaims) as of the Effective Date and the Date of Closing. The Parties agree that all understandings, agreements, letters of intent, and letters of interest heretofore made between them or their respective agents or representatives are merged in this Agreement and the exhibits attached hereto, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, and with the Parties satisfied with the opportunity afforded for full investigation, of the Property and all matters affecting the Property and the ownership, use, occupancy, management, operation, and maintenance thereof, and neither Party is relying upon any statement or representation by the other, unless such statement or representation is specifically embodied in this Agreement. Purchaser expressly agrees and

acknowledges that, except as set forth in this Agreement to the contrary, no warranty or representation is made by Seller as to the fitness for any particular purpose, merchantability, design, condition or repair, value, expense of operation, income potential, compliance with drawings or specifications, absence of defects, absence of faults, flooding, or compliance with laws and regulations, including without limitation those relating to health, safety, zoning, the environment, and the Americans with Disabilities Act, or as to any other fact or condition which has or might affect the Property or the ownership, use, occupancy, operation, condition, repair, value, expense of operation, or income potential thereof. Seller has not authorized any broker, agent, representative, consultant, partner, officer, employee, attorney, or any other person to make any statements, certifications, representations or warranties regarding the Property or any matter relating thereto, and Seller expressly disclaims and shall not be liable for any statements, certifications, representations, or warranties made by any of the foregoing parties, whether made on their own behalf or acting or purporting to act on behalf of Seller.

The terms and provisions of this Section 4 shall survive Closing (as hereinafter defined) or the earlier termination of this Agreement for any reason.

5. Agreement to Convey

Seller agrees to convey, and Purchaser agrees to accept, on the Date of Closing (as hereinafter defined), all of Seller's right, title, and interest in and to title to the Property by special warranty deed ("Deed") executed by Seller and in recordable form, subject to, if any: all covenants, conditions, restrictions, rights of way, easements, and other encumbrances affecting the Property and created by, through, or under Purchaser; general real estate taxes not due and payable as of the Date of Closing; and covenants and restrictions contained in deed dated October 30, 1930 and recorded November 21, 1930 as Document No. 10795581 in the Office of the Recorder of Deeds of Cook County, Illinois. The Deed shall contain a restrictive covenant prohibiting use of the Property for any purposes other than for a regional public transit shelter. A breach of such covenant shall result in title to the Property reverting to Seller. Within thirty (30) days after completion of construction of the Pulse Station, Purchaser will plant or cause to be planted on other property owned by the Seller adjacent to the Pulse Station, a minimum of two (2), 6 (six)-inch diameter trees. If construction of the Pulse Station requires the removal of more than two (2) trees on the Land, Purchaser shall plant one (1) additional new six (6)-inch diameter tree for each additional tree removed. The precise location of each tree to be planted shall be determined by mutual agreement of the Parties in the field. The species of the first two (2) replacement trees shall be American Red Maple and Greenspire Linden. Seller shall specify the required species for any additional trees. Purchaser further agrees to install rear shelter panels at the Pulse Station that are customized with the artwork as depicted in **Exhibit B** attached hereto. Seller represents and warrants to Purchaser that Seller owns or has the unrestricted right to use any design, artwork, graphic, logo, copyright, trademark, service mark, trade name, statement, name, photograph, portrait, picture, or illustration and other intellectual property related to the artwork depicted in **Exhibit B** attached hereto.

6. Closing

The execution and delivery of the Deed (the "Closing") will occur at such time on a date not later than forty-five (45) business days following the Effective Date as mutually agreed upon by the Parties (the date on which the Closing occurs is referred to herein as the "Date of Closing") in accordance with this Agreement. The Closing shall occur through a deed and money escrow with Fidelity National Title Insurance Company ("Title Company"), with Seller submitting Seller's closing deliveries as set forth in Section 14(A) and Purchaser submitting Purchaser's closing deliveries as set forth in Section 14(B) to the Title Company on or prior to 5:00 p.m. Chicago Time on the business day prior to the Date of Closing pursuant to the Parties' closing instructions to the Title Company, which shall be consistent with this Agreement. Closing may occur "by mail," and an "in-person" closing shall not be required.

7. Prior to Closing

Until Closing, Seller (or Seller's agents, on behalf of Seller) shall (i) maintain Seller's existing casualty and liability coverage through the Park District Risk Management Agency ("PDRMA"), an Illinois self-insurance risk pool of which Seller is a member with respect to the Property, and (ii) operate and maintain the Property in accordance with Seller's past practices.

8. Representations and Warranties

A. By Seller:

Seller represents and warrants to Purchaser, as of the Effective Date, that:

- i. Seller is an Illinois park district duly organized, validly existing and in good standing under the laws of the State of Illinois.
- ii. Seller has the power to acquire, own, and dispose of the Property and to engage in the transactions contemplated in this Agreement.
- iii. The execution and performance of this Agreement and the Deed has been authorized by Seller. To the best of Seller's knowledge, the execution of this Agreement and of the Deed by Seller will not result in a breach of, violate any term or provision of, or constitute a default under, any federal, state, or local law, ordinance, regulation, or under any articles of incorporation, bylaws, articles of organization, indenture, deed to secure debt, deed of trust, mortgage, lease, or other document by which Seller is bound. Seller has not made any investigation concerning the matters referenced in the preceding sentence.
- iv. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy law is pending against Seller.
- v. To the best of Seller's knowledge, there is no litigation pending against the Property or Seller, as owner of the Property, which materially and adversely affects the Property.

- vi. The Property is not and shall not as of the Date of the Closing, be subject to any real estate taxes or special assessments.
- vii. To the best of Seller's knowledge, there are no management, service, maintenance or supply contracts to which Seller is a party relating to the operation, use, maintenance and repair of the Property in effect as of the date hereof.
- viii. Seller is not acting, directly or indirectly, for or on behalf of any person or entity (herein, "Person") named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any Person designated in Executive Order 13224 as a Person who commits, threatens to commit, or supports terrorism. Seller is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of or facilitating such transaction directly or indirectly on behalf of, any such Person.
- ix. The sale of the Property shall not subject Purchaser to liability under any state, county, or municipal bulk sales laws or ordinances, including the Illinois Income Tax Act (35 ILCS 5/101, et seq.), the Illinois Retailers' Occupation Tax Act (35 ILCS 120/1, et seq.), the Illinois Unemployment Insurance Act (820 ILCS 4-5/100, et seq.), and Section 34-92 of the Cook County Ordinances.
- x. The foregoing representations, covenants and warranties of Seller, and the representations, covenants, warranties, and indemnities of Seller set forth in any of the Closing Documents, will survive Closing.

B. By Purchaser

Purchaser represents and warrants to Seller, as of the Effective Date, that:

- i. Purchaser is a municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Illinois.
- ii. Purchaser has the power to acquire, own, and dispose of the Property and to engage in the transactions contemplated in this Agreement.
- iii. The execution and performance of this Agreement has been authorized by Purchaser and, to the best of Purchaser's knowledge, the execution of this Agreement by Purchaser will not result in a breach of, violate any term or provision of, or constitute a default under, any federal, state, or local law, ordinance, regulation, or under any articles of incorporation, bylaws, articles of organization, indenture, deed to secure debt, deed of trust, mortgage, lease, or other document by which Purchaser is bound.
- iv. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy law is pending against Purchaser.

- v. Purchaser is not acting, directly or indirectly, for or on behalf of any Person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any Person designated in Executive Order 13224 as a Person who commits, threatens to commit, or supports terrorism. Purchaser is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of or facilitating such transaction directly or indirectly on behalf of, any such Person.

9. Diligence

Purchaser has obtained a title commitment dated March 30, 2021 and issued by Title Company for a 2006 ALTA owner's title insurance policy with respect to the Property.

At any time prior to the Closing, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers, contractors, and subcontractors (collectively, "Purchaser's Representatives") shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property. Purchaser shall schedule and coordinate all inspections or other access to the Property with Seller and shall give Seller at least one business day prior notice thereof. Purchaser shall indemnify and hold Seller harmless from and against any and all claims, losses, costs, damages, and suits incurred by Seller arising or resulting from entry upon the Property by Purchaser or any of Purchaser's Representatives, except to the extent such claims, losses, costs, damages, and suits are caused by the acts or omission of Seller and/or Seller's directors, officers, employees, representatives, and/or agents or by any pre-existing, dangerous, illegal, or defective condition of the Property.

If Purchaser is dissatisfied with the Property for any reason or no reason whatsoever or determines, in its sole discretion that the Property is not suitable for Purchaser's use, then Purchaser shall have the right to terminate this Agreement upon written notice to Seller delivered at any time prior to Closing.

10. Release

Purchaser represents to Seller that Purchaser has conducted, or will conduct prior to closing, such investigations of the Property as Purchaser deems necessary or desirable to satisfy itself as to any matter relating to the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller, Seller's agents, employees, or third parties representing or purporting to represent Seller, with respect thereto, except the foregoing shall not limit any of Seller's representations and warranties contained in subparagraph 8(A) above. Upon Closing, Purchaser shall assume the risk that adverse matters regarding the Property, may not have been revealed by Purchaser's investigations, and Purchaser, upon Closing, shall be deemed, on behalf of itself and on behalf of its transferees and their respective successors and assigns, to waive, relinquish, release, and forever discharge Seller, its officers, commissioners, employees, agents,

contractors, and assigns from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character (but excluding the representations and warranties of Seller in Section 8(A) above and all matters covered by Seller's GAP undertaking) known or unknown, by reason of or arising out of the Property, including, without limitation, a latent or patent defect or other physical condition whether pursuant to statutes in effect in the state of Illinois or any other federal, state, or local environmental or health and safety law or regulation; the existence of any hazardous materials whatsoever, on, at, to, in, above, about, under, from or in the vicinity of the Property; and any and all other acts, omissions, events, circumstances, or matters whatsoever regarding the Property. This release includes claims of which Purchaser is presently unaware and of which Purchaser does not presently suspect to exist which, if known by Purchaser, would materially affect Purchaser's release of Seller.

In this regard and to the extent permitted by law, Purchaser hereby agrees, represents, and warrants that Purchaser realizes and acknowledges that factual matters now unknown to Purchaser may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses, which are presently unknown, unanticipated, and unsuspected, and Purchaser further agrees, represents, and warrants that the waivers and releases contained herein have been negotiated and agreed upon by Purchaser in light of that realization and that Purchaser nevertheless hereby intends to release, discharge, and acquit Seller and Seller's affiliates from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses.

As used herein, "Hazardous Materials" shall mean (i) hazardous wastes, hazardous materials, hazardous substances, hazardous constituents, toxic substances, or related materials, whether solids, liquids, or gases, including, but not limited to, substances defined as "hazardous wastes," "hazardous materials," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," "toxic pollutants," or other similar designations in, or otherwise subject to, regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1802; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §9601, et seq.; the Clean Water Act ("CWA"), 33 U.S.C. §1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Clean Air Act ("CAA"), 42 U.S.C. § 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations, or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state, or local laws, regulations, rules, or ordinance now or hereafter in effect relating to environmental matters; and (ii) any other substances, constituents, or wastes subject to any applicable federal, state or local law, regulation, or ordinance, including any environmental law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and their byproducts, (E) asbestos, (F) lead in water, paint, or elsewhere, (G) radon, (H) Polychlorinated Biphenyls (PCB's), (I) urea

formaldehyde, (J) volatile organic compounds (VOC), (K) total petroleum hydrocarbons (TPH), (L) benzene derivative (BTEX), and (M) petroleum byproducts.

The provisions of this Section 10 shall survive the Closing. Purchaser and Seller acknowledge and agree that the disclaimers, indemnifications, and other agreements set forth herein are an integral part of this Contract and that Seller would not have agreed to donate the Property to Purchaser and Seller would not have agreed to enter into the transaction contemplated by this Agreement without such disclaimers, indemnifications, and other agreements set forth above.

11. Broker

Seller and Purchaser each represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent, or other intermediary in connection with the sale of the Property. Seller and Purchaser agree that each will indemnify, defend, and hold the other free and harmless from any claims arising from a breach of the foregoing representations (the "Broker Obligations"). This mutual indemnity shall survive Closing and any termination of this Agreement for any reason.

12. Costs and Prorations

A. Purchaser shall be responsible for and pay the following costs and expenses related to the transaction contemplated by this Agreement:

- i. Purchaser's own due diligence activities concerning the Property or the terms of this Agreement, including but not limited to, fees for engineering and environmental reports. All recordation fees for the recordation of the Deed;
- ii. Fees and disbursements of Purchaser's counsel and any other expense(s) incurred by Purchaser in closing this transaction;
- iii. Survey and owner's and lenders' title insurance policies as may be required by Purchaser;
- iv. Transfer taxes, if any;
- v. Seller's attorneys' fees not to exceed \$1,000.00;
- vi. Escrow fees, if any.

B. Seller shall be responsible for and pay the following costs and expenses related to the transaction contemplated by this Agreement:

- i. Village of Morton Grove exempt transfer stamp.

C. Any and all costs incurred by a Party in connection with the preparation, review, and negotiation of this Agreement and the transaction and the Closing contemplated by this Agreement, including any attorneys' fees, shall be paid by that Party, except as otherwise provided in Section 12(A).

13. Notices

Any notice required or permitted to be given hereunder must be in writing and shall be deemed to be given: (a) upon confirmed transmission if given by facsimile transmission, provided that such transmission is completed at or prior to 6:00 p.m. Chicago time on the date transmitted, or (b) upon receipt (with confirmation) if sent by United Parcel Service (Overnight) or Federal Express, or another similar overnight express service, or (c) upon receipt if delivered by local messenger prior to 6:00 p.m. Chicago time; provided that if a delivery or facsimile transmission is completed after 6:00 p.m. Chicago time, it shall be deemed given at 9:00 a.m. Chicago time on the first business day after completion of said delivery or transmission. All notices shall be addressed to the Parties at their respective addresses set forth below:

If to Seller:

Morton Grove Park District
6834 Dempster Street
Morton Grove Illinois 60053
Attn: Executive Director
Phone: (847) 965-1200
Fax: (847) 965-7874

With a copy by email to:

Steven B. Adams
Robbins Schwartz
55 W. Monroe
Chicago, Illinois 60603
Phone: (312) 332-7760
Fax: (312) 332-7768
Email: sadams@robbins-schwartz.com

If to Purchaser:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Attn: Charlotte O'Donnell Obodzinski
Arlington Heights, Illinois 60005
Phone: (847) 228-2487
Fax: (847) 228-4205

With a copy by email to:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attn: General Counsel
Phone: (847) 228-2464
Fax: (847) 364-2023
Email: nancy.zimmer@pacebus.com

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section 13 to the other Party. Notices shall be deemed effective if given by counsel to either Party on behalf of such Party. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

14. Closing

A. Seller's Deliveries

On the Date of Closing, Seller shall deliver to the Title Company the following documents, each executed by Seller and, if required, acknowledged:

- i. Original Deed with original Village of Morton Grove exempt transfer stamp.
- ii. Original written certification (the "Seller Certification"), certifying for the benefit of Purchaser that the representations and warranties made in Section 8(A) hereof are true and accurate on the Date of Closing as if then made.
- iii. Original ALTA statement covering the Property, and in form customarily required by the Title Company.
- iv. Original GAP undertaking in form reasonably acceptable to Seller and the Title Company and covering any and all matters affecting title to the Property arising on or after the last effective date of the title commitment obtained by Purchaser and issued by Title Company and on or before the date and time of the recording of the documents to be insured by the Title Company.
- v. Transfer and recordation tax declarations, or other similar documents, if any, required to be executed in connection with the recordation of the Deed.
- vi. Closing Statement.
- vii. All other documents reasonably necessary or otherwise required by the Title Company to consummate the transaction contemplated in this Agreement.

B. Purchaser's Deliveries

On the Date of Closing, Purchaser shall deliver to the Title Company the following original documents, each executed by and, if required, acknowledged:

- i. Transfer and recordation tax declarations, or other similar documents, if any, required to be executed in connection with the recordation of the Deed.
- ii. Funds necessary to pay Purchaser's costs and expenses identified in Section 12(A).

- iii. All other documents reasonably necessary or otherwise required by the Title Company to consummate the transaction contemplated in this Agreement.
- C. Possession
 - i. Seller shall deliver possession of the Property to Purchaser at Closing, free and clear of all tenancies and parties in possession.
- D. Insurance and Risk of Loss
 - i. Seller shall terminate its casualty and liability coverage currently existing with respect to the Property upon Closing, at which point the risk of loss shall pass to Purchaser and Purchaser shall be responsible for obtaining its own insurance thereafter.
- E. Conditions Precedent to Closing
 - i. **Purchaser's Conditions.** Purchaser's obligation to consummate Closing pursuant to this Agreement is conditioned upon the satisfaction (or waiver by Purchaser) of the following conditions on and as of the Date of Closing:
 - a. Seller shall have performed and satisfied its obligations under this Agreement in all material respects.
 - b. The representations and warranties of Seller shall be true and correct in all material respects.
 - ii. **Seller's Conditions.** Seller's obligation to consummate Closing pursuant to this Agreement is conditioned upon the satisfaction (or waiver by Seller) of the following conditions on and as of the Date of Closing:
 - a. Purchaser shall have performed and satisfied its obligations under this Agreement in all material respects.
 - b. The representations and warranties of Purchaser shall be true and correct in all material respects.

15. Miscellaneous

- A. Entire Agreement: This Agreement, together with the exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the Parties with respect to the subject matter hereof, and no alteration, modification, or interpretation hereof shall be binding unless in writing and signed by both Parties.
- B. Severability: If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
- C. Applicable Law: This Agreement shall be construed and enforced in accordance with the internal laws of Illinois without regard to its conflicts of laws principles, and the Parties shall submit to the exclusive jurisdiction and venue of the federal or state courts of Cook County, Illinois for any dispute arising out of or related to this Agreement.

- D. Assignability: Purchaser shall not have the right, without the prior written approval of Seller, which may be given or withheld in Seller's sole and absolute discretion, to assign or transfer any of Purchaser's rights, obligations, and interests under this Agreement prior to or at the Closing. Any assignment made without Seller's prior written approval shall be void. No assignment shall release Purchaser herein named from any obligation or liability under this Agreement.
- E. Successors Bound: This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.
- F. Captions; Interpretation: The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.
- G. No Partnership: Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or their successors in interest.
- H. Time of Essence: Time is of the essence in this Agreement.
- I. Counterparts: This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.
- J. Waiver: No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.
- K. Seller's Performance: The delivery by Seller of the Deed to Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation of Seller herein contained and expressed, all of which agreements and obligations shall, except as otherwise provided herein with respect to Seller's representations and warranties, merge with the Deed and thereafter be of no further force and effect, except as such are, by the express terms hereof, to survive Closing and the delivery of such instruments.
- L. Signature: A signature to this Agreement that is transmitted by facsimile or scanned and transmitted electronically shall be deemed an original signature for purposes of this Agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement on the dates set forth below, effective as of the date first set forth above.

MORTON GROVE PARK DISTRICT

**PACE, THE SUBURBAN BUS
DIVISION OF THE REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
President, Morton Grove Park District

By: _____
Rocco L. Donahue, Executive Director

Dated: _____

Dated: _____

ATTEST:

By: _____
Secretary, Morton Grove Park District

Dated: _____

PARK DISTRICT ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ and _____, personally known to me to be the _____, and _____ of the Morton Grove Park District, Morton Grove, Illinois, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this __ day of _____, 20__.

Notary Public

My Commission expires: _____

PACE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

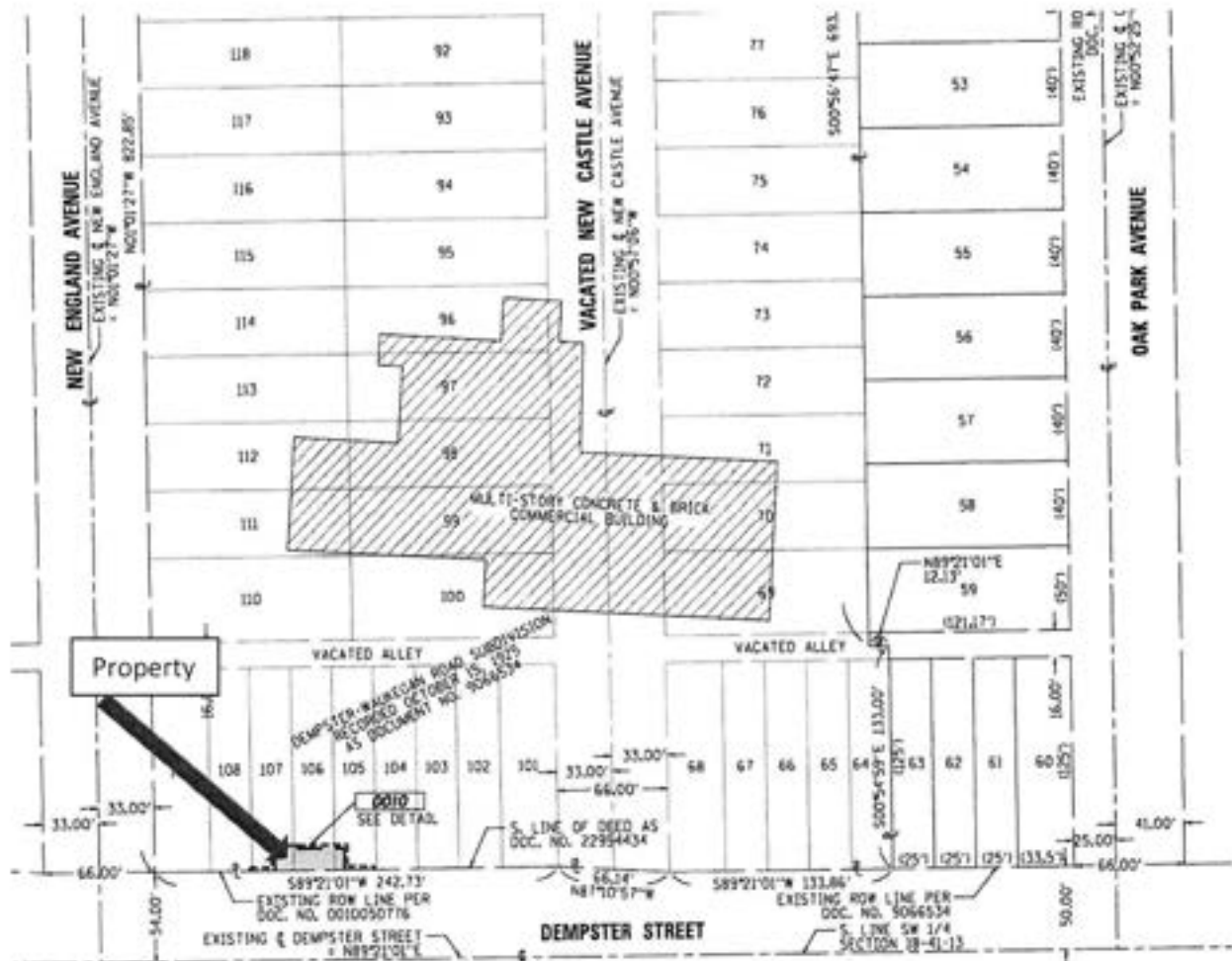
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rocco L. Donahue, personally known to me to be the Executive Director of Pace, the Suburban Bus Division of the Regional Transportation Authority, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 20__.

Notary Public

My Commission expires: _____

EXHIBIT A
[Depiction and Legal Description of the Property]



THAT PART OF LOTS 105, 106 AND 107, IN DEMPSTER WAUKEGAN ROAD SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1925, AS DOCUMENT NUMBER 9066534, IN COOK COUNTY, ILLINOIS, BEARINGS AND DISTANCES ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF NEW ENGLAND AVENUE DEDICATED PER DOCUMENT NUMBER 9066534 WITH THE NORTHERLY RIGHT OF WAY LINE OF DEMPSTER STREET PER DOCUMENT NUMBER 0010050776; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF DEMPSTER STREET 72.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 38 MINUTES 59 SECONDS WEST 13.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST 7.00 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 59 SECONDS WEST 2.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST 7.00 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 59 SECONDS EAST 2.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST 28.00 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 59 SECONDS EAST 13.00 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF DEMPSTER STREET; THENCE SOUTH 89 DEGREES 21 MINUTES 01 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 42.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.013 ACRES (560 SQ.FT.), MORE OR LESS.

EXHIBIT B



Instruction to manufacturer:
Artwork should be printed in white.

Pulse Dempster Line Rear Shelter Panels

Scale: 1"=4'

EXHIBIT C
[TEMPORARY EASEMENT AGREEMENT]

THIS INSTRUMENT PREPARED BY:

Steven B. Adams
Robbins Schwartz
55 W. Monroe
Chicago, Illinois 60603

AFTER RECORDING RETURN TO:

Pace, the Suburban Bus Division
of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: General Counsel

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is made by the Morton Grove Park District, an Illinois park district ("Grantor"), and Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation, 550 W. Algonquin Road, Arlington Heights, Illinois 60005 ("Grantee" or "Pace"). Grantor and Grantee are sometimes individually referred to as a "Party" and collectively referred to as the "Parties" in this Agreement.

RECITALS

- A. Grantor is record owner of fee simple title to real property commonly known as Prairie View Community Center ("Subject Property") located at 6834 Dempster Street, Morton Grove, Illinois 60053 and identified by P.I.N. 10-18-322-042-0000.
- B. Grantee intends to construct and maintain or cause to have constructed and maintained, at its sole cost and expense, a certain rapid transit network, including but not limited to transit station bus stops and terminal stations ("Pulse Stations").
- C. Grantor has agreed to donate and convey a small portion of the Subject Property on the north side of, and adjacent to, the Dempster Street right-of-way as depicted and described in **Exhibit A** ("Donated Parcel") to Pace in order for Pace to construct and maintain a Pulse Station.
- D. Grantee requires a non-exclusive and temporary construction easement on, over, across, and under portions of the Subject Property adjacent to the Donated Parcel in order to perform Grantee's Work as hereinafter defined.

- E. Grantor is willing to grant and convey to Grantee a non-exclusive and temporary construction easement as depicted and described in **Exhibit B** ("Temporary Easement Premises") pursuant to the terms and conditions of this Agreement.
- F. Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues and other resources to pay costs related to intergovernmental activities.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that:

1. Recitals Incorporated. The foregoing Recitals and all exhibits attached hereto are incorporated herein by this reference as though fully set forth in this Section 1.

2. Grant of Easement. Grantor hereby grants and conveys to Grantee, a non-exclusive and temporary construction easement (the "Construction Easement") on, over, across, and under the Temporary Easement Premises to install all facilities necessary for the construction of a Pulse Station and any related facilities on the Donated Parcel, including but not limited to transit station bus stops, terminal stations, heated boarding platforms, ramps, plastic bus curbs, concrete bus pads, vertical marker pylons with real time signs, shelters, railings, electrical service cabinets, landscaping, bicycle racks, trash receptacles, utility improvements and relocations, and appurtenances ("Grantee's Work").

3. Effective Date. This Agreement shall be in effect beginning on the date on which this Agreement is signed by Pace ("Effective Date"). If a Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party's signature on this Agreement shall be deemed to be the date that the signing Party signed this Agreement.

4. Term of Easement. This Construction Easement shall remain in effect beginning on the date that Grantee utilizes the Construction Easement and shall automatically terminate upon the earlier of (a) the completion date of Grantee's Work, including the completion of any warranty or punch-list items in connection with Grantee's Work, or (b) two years from the recordation date of this Agreement, unless extended by mutual agreement of the Parties ("Term").

5. Construction Activity.

a. Grantee agrees to use due care in the construction and installation of the Pulse Station, so as not to unreasonably disturb Grantor's use of the Subject Property.

b. Prior to beginning construction of the Pulse Station, Grantee shall erect plastic temporary construction fencing approximately four feet high around the Temporary Easement Premises to ensure that all construction activity is confined within the Temporary Easement Premises. The construction fencing shall not be removed until all construction and restoration work has been completed in accordance with Section 6 of this Agreement. The Grantee shall not permit its construction personnel to be outside of the designated construction areas while constructing the Pulse Station.

c. Grantee covenants and agrees to keep the Temporary Easement Premises, the Donated Parcel, and the Subject Property free and clear from rubbish resulting from the construction of the Pulse Station. All other debris resulting from the construction of the Pulse Station, including any removed trees and tree stumps, shall be legally disposed of off of any portion of the Subject Property by Grantee.

d. Grantor shall not be responsible for or have control over the construction means, methods, techniques, or procedures with respect to construction of the Pulse Station performed by Grantee. In no event shall Grantor be responsible for or have any obligation with respect to the safety of any person performing work for, or on behalf of, Grantee, including, without limitation, Grantee's employees or the personnel of any contractor, subcontractor, agent, or consultant retained by Grantee.

e. During the term of this Agreement, Grantee shall comply with all applicable safety rules and regulations in connection with construction of the Pulse Station and take such measures as are necessary to ensure such compliance, including but not limited to installation of appropriate barricades and warning signs. All construction or other work or activity by Grantee or by any contractor, subcontractor, consultant, or other entity or individual hired by Grantee to perform such construction or other work or activity within the Temporary Easement Premises shall be performed in a safe and sound manner and in accordance with all applicable federal, state, and local laws. Prior to the commencement of any construction activities, Grantee shall obtain any and all federal, state, and local permits required by law to construct the Pulse Station at Grantee's sole cost and expense.

6. Restoration. Upon expiration or termination of the Construction Easement, Grantee shall, at its sole cost and expense, be responsible for restoring: (a) the Temporary Easement Premises to the condition existing as of the Effective Date, ordinary wear and tear excepted, including but not limited to: (i) replacing any and all topsoil removed by Grantee on any portion of the Temporary Easement Premises; (ii) replacing any and all natural grass removed by seeding with a good quality seed on any portion of the Temporary Easement Premises; (iii) re-installing any park signage that was removed; (iv) restoring any pavement damaged or removed during construction on any portion of the Temporary Easement Premises;

and (v) replacing any damaged or destroyed park amenity, with a new amenity of the same kind and as approved by Grantor; and (b) any portion of the Subject Property damaged or otherwise disturbed in connection with the construction of the Pulse Station to the same condition which existed as of the Effective Date, ordinary wear and tear excepted, in accordance with this Section. All restoration shall be completed within thirty (30) days after construction of the Pulse Station is complete or, if the restoration cannot be reasonably completed within 30 days, the period for restoration shall be extended for a reasonable time, as approved by Grantor, if Grantee has commenced restoration work within the 30-day period and continues diligently and in good faith to complete same. Grantor shall determine in its sole and reasonable discretion when restoration of the Temporary Easement Premises and the Subject Property is complete.

7. Indemnification. To the extent permitted by law, Grantee hereby indemnifies Grantor, Grantor's board of park commissioners, officers, employees, agents, and volunteers ("Grantor Indemnitees"), and shall defend Grantor Indemnitees, from and against all liabilities, claims, demands, causes of action, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs) suffered or incurred by Grantor Indemnitees for any injury to or death of any person or damage to property ("Claims") arising out of or related to the construction of the Pulse Station or use of the Temporary Easement Premises, provided, that Grantee shall not be obligated or responsible to indemnify Grantor Indemnitees against any Claims arising from the negligent or wrongful acts or omissions of Grantor Indemnitees.

8. Insurance. Throughout the Term and for a period of one year thereafter, Grantee, at its cost and expense, shall obtain and maintain commercial general liability insurance and self-insurance in an amount no less than \$2,000,000 for any one occurrence. Upon the Effective Date, Grantee shall provide Grantor with a certificate of insurance naming Grantor Indemnitees as additional insured on Grantee's commercial general liability insurance policy.

Grantee shall require all of its contractors and subcontractors performing Grantee's Work in the Temporary Easement Premises to obtain insurance that meets the requirements outlined in the attached Exhibit C. Grantee shall request to have Grantor Indemnitees named as additional insured on such contractors' policies and shall notify Grantor of contractors' response to the request prior to the commencement of Grantee's Work; provided, however, Grantee's Work shall in no way be contingent on Grantor Indemnitees being named as additional insured on such contractors' policies.

9. License and Permits and Compliance with Laws. Grantee shall secure, maintain, and comply with all required licenses, permits, and certificates relating to, or otherwise necessary or appropriate for, construction and use of the Pulse Station. Grantee shall comply with any and all applicable federal, state, and local laws, rules, regulations, statutes, codes, orders, and ordinances, including, but not limited to, those governing the prevention, abatement, and elimination of pollution and/or protection of the environment and the employment of its workers.

10. Exceptions. The Construction Easement shall be subject to any and all covenants, easements, and restrictions of record, building and zoning ordinances, resolutions, and regulations.

11. Binding Effect; Easement Runs with Land. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The Construction Easement is intended to be and shall be construed as an easement running with the land.

12. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) upon confirmed transmission if given by facsimile transmission, provided that such transmission is completed at or prior to 6:00 p.m. Chicago time on the date transmitted, or (b) upon receipt (with confirmation) if sent by United Parcel Service (Overnight) or Federal Express, or another similar overnight express service, or (c) upon receipt if delivered by local messenger prior to 6:00 p.m. Chicago time; provided that if a delivery or facsimile transmission is completed after 6:00 p.m. Chicago time, it shall be deemed given at 9:00 a.m. local time on the first business day after completion of said delivery or transmission. All notices shall be addressed to the Parties at their respective addresses set forth below:

If to Grantor:

Morton Grove Park District
6834 Dempster Street
Morton Grove, Illinois 60053
Attn: Executive Director
Phone: (847) 965-1200
Fax: (847) 965-7874
e-mail: jwait@mortongrovecparks.org

With a copy by email to:

Steven B. Adams
Robbins Schwartz
55 W. Monroe
Chicago, Illinois 60603
Phone: (312) 332-7760
Fax: (312) 332-7768
Email: sadams@robbins-schwartz.com

If to Grantee:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, Illinois 60005
Attn: Department Manager, Priority Project Management Office
Phone: (847) 228-2487
Fax: (847) 228-4205

With a copy by email to:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, Illinois 60005
Attn: General Counsel
Phone: (847) 228-2464
Fax: (847) 364-2023
Email: nancy.zimmer@pacebus.com

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section 12 to the other Party. Notices shall be deemed effective if given by counsel to either Party on behalf of such Party. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

13. Miscellaneous.

a. Entire Agreement: This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both Parties.

b. Severability: If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

c. Applicable Law: This Agreement shall be construed and enforced in accordance with the internal laws of Illinois without regard to its conflicts of laws principles, and the Parties shall submit to the exclusive jurisdiction and venue of the federal or state courts of Cook County, Illinois for any dispute arising out of or related to this Agreement.

d. Assignability: Grantee shall not have the right, without the prior written approval of Grantor, which may be given or withheld in Grantor's sole and absolute discretion, to assign or transfer any of Grantee's rights, obligations, and interests under this Agreement. Any assignment made without Grantor's prior written approval shall be void. No assignment shall release Grantee named herein from any obligation or liability under this Agreement.

e. Captions; Interpretation: The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.

f. No Partnership: Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or their successors in interest.

g. Time of Essence: Time is of the essence in this Agreement.

h. Counterparts: This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

i. Waiver: No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

j. Conflict: In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement shall control.

k. Survival: The obligations set forth in Sections 6 and 7 of this Agreement shall be deemed to survive termination or expiration of this Agreement.

l. Authorization: The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by a duly authorized officer thereof as of the day and year first above written.

GRANTOR
MORTON GROVE PARK DISTRICT

GRANTEE
**PACE, THE SUBURBAN BUS DIVISION OF THE
RTA**

By: _____

By: _____

Its: _____

Its: _____

Attest: _____

Its: _____

GRANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF ____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this __ day of _____, 20__.

Notary Public

My Commission expires: _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF ____)

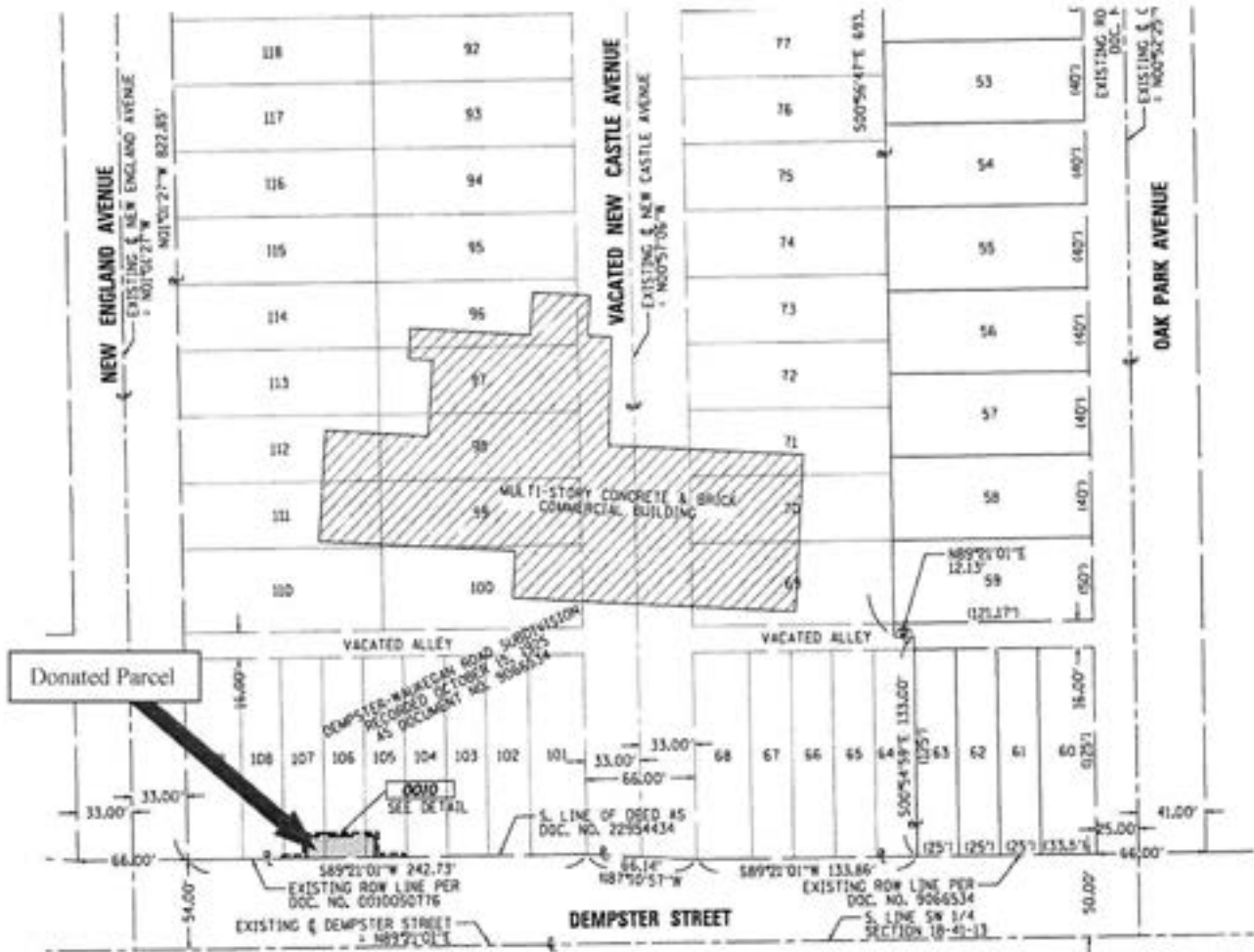
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this __ day of _____, 20__.

Notary Public

My Commission expires: _____

Exhibit A
Donated Parcel Depiction/Description

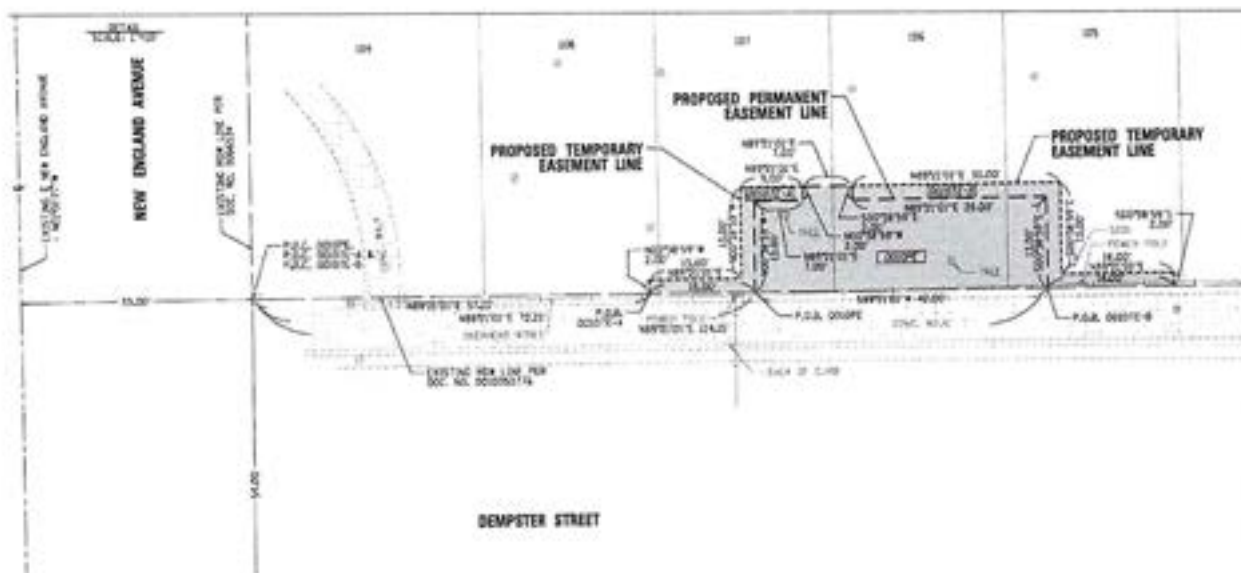


THAT PART OF LOTS 105, 106 AND 107, IN DEMPSTER WAUKEGAN ROAD SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1925, AS DOCUMENT NUMBER 9066534, IN COOK COUNTY, ILLINOIS, BEARINGS AND DISTANCES ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF NEW ENGLAND AVENUE DEDICATED PER DOCUMENT NUMBER 9066534 WITH THE NORTHERLY RIGHT OF WAY LINE OF DEMPSTER STREET PER DOCUMENT NUMBER 0010050776; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF DEMPSTER STREET 72.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 38 MINUTES 59 SECONDS WEST 13.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST 7.00 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 59 SECONDS WEST 2.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST 7.00 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 59 SECONDS EAST 2.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST 28.00 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 59 SECONDS EAST 13.00 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF DEMPSTER STREET; THENCE SOUTH 89 DEGREES 21 MINUTES 01 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 42.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.013 ACRES (560 SQ.FT.), MORE OR LESS.

Exhibit B
Temporary Easement Premises Depiction/Description



THAT PART OF LOTS 107 AND 108, IN DEMPSTER WAUKEGAN ROAD SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1925, AS DOCUMENT NUMBER 9066534, IN COOK COUNTY, ILLINOIS, BEARINGS AND DISTANCES ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF NEW ENGLAND AVENUE DEDICATED PER DOCUMENT NUMBER 9066534 WITH THE NORTHERLY RIGHT OF WAY LINE OF DEMPSTER STREET PER DOCUMENT NUMBER 0010050776; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF DEMPSTER STREET 57.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 38 MINUTES 59 SECONDS WEST 2.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST 13.00 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 59 SECONDS WEST 13.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST 9.00 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 59 SECONDS EAST 2.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 01 SECONDS WEST 7.00 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 59 SECONDS EAST 13.00 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF DEMPSTER STREET; THENCE SOUTH 89 DEGREES 21 MINUTES 01 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 15.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.002 ACRES (70 SQ.FT.), MORE OR LESS.

THAT PART OF LOTS 105 AND 106, IN DEMPSTER WAUKEGAN ROAD SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1925, AS DOCUMENT NUMBER 9066534, IN COOK COUNTY, ILLINOIS, BEARINGS AND DISTANCES ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF NEW ENGLAND AVENUE DEDICATED PER DOCUMENT NUMBER 9066534 WITH THE NORTHERLY RIGHT OF WAY LINE OF DEMPSTER STREET PER DOCUMENT NUMBER 0010050776; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF DEMPSTER STREET 114.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 38 MINUTES 59 SECONDS WEST 13.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 01 SECONDS WEST 28.00 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 59 SECONDS WEST 2.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST 30.00 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 59 SECONDS EAST 13.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 01 SECONDS EAST 16.00 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 59 SECONDS EAST 2.00 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF DEMPSTER STREET; THENCE SOUTH 89 DEGREES 21 MINUTES 01 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 18.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.003 ACRES (118 SQ.FT.), MORE OR LESS.

Exhibit C
Insurance Requirements

Contractor shall obtain insurance coverage required by this exhibit and maintain such coverage for the term of Contractor's contract with Pace ("Contract"), the Suburban Bus Division of the Regional Transportation Authority ("Pace"), plus two additional years. If Contractor's warranty and/or a materials warranty applies to this Contract and extends beyond two years from the term of this Contract, evidence of insurance coverage shall be for the entire length of Contractor's warranty or the materials warranty, whichever is greater. All insurers must maintain a rating of A-VII or better as rated by A. M. Best Company.

Contractor shall insert the substance of this exhibit in Contractor's contracts with subcontractors and independent contractors performing work in connection with this Contract ("Subs/Independents") and shall require all Subs/Independents to provide and maintain the insurance required by this exhibit. It is Contractor's sole responsibility to ensure that the insurance coverage of the Subs/Independents meets or exceeds the insurance coverage required by this exhibit.

Prior to Contract award and within five business days of Pace's written request, Contractor shall provide Pace with the Certificate of Insurance and endorsements required by this exhibit for Pace's approval. Pace must approve of Contractor's evidence of insurance coverage required by this exhibit prior to Contractor commencing work under this Contract. Contractor's failure to provide the evidence of insurance coverage required by this exhibit may result in a not responsible determination against Contractor as solely determined by Pace. Any failure by Pace to demand or receive proof of insurance coverage or to identify a deficiency in the evidence of insurance coverage provided shall not constitute a waiver of Contractor's obligation to obtain the insurance required by this exhibit.

The provisions of this exhibit, including the required minimum insurance coverages, in no way limit Contractor's responsibilities under other provisions of this Contract, including the indemnification provision in this Contract. Contractor's failure to carry, maintain, and/or document the insurance required by this exhibit shall constitute a breach of this Contract.

Evidence of Insurance shall be on Acord 25 (or equivalent) Certificate of Insurance form and shall evidence all insurance coverage, limits, and endorsements required by this exhibit. Prior to the renewal date of each insurance policy required by this exhibit, Contractor shall provide Pace with an updated Certificate of Insurance by email to insurancecert@pacebus.com.

Contractor shall include with the Certificate of Insurance submitted to Pace: "Additional Insured" endorsements (CG 20 10, CG 20 37, CG 20 26 {Commercial General Liability}, and CA 20 48 {Automobile Liability}) and other policy endorsements required by this exhibit, including WC ISO WC 00 03 13.

"Other Insurance" policy clause shall be shown on the Certificate of Insurance with the following wording: "This insurance is primary, non-contributory, and not excess of any other insurance of Pace, the Suburban Bus Division of the RTA." This applies to all insurance policies where Additional Insured status is a requirement of this exhibit.

Waiver of subrogation must be shown on the Certificate of Insurance.

Additional Insured shall be shown on the Certificate of Insurance as the "Regional Transportation Authority (RTA)" and "Pace, the Suburban Bus Division of the RTA."

The Certificate of Insurance must disclose all deductibles or self-insured retentions, as applicable.

The insurance required by this exhibit shall provide for written notice of policy cancellation to Pace's Insurance Liaison at least 30 days prior to the effective date of such cancellation.

The Certificate Holder shall be shown on the Certificate of Insurance as:

Pace, the Suburban Bus Division of the Regional Transportation Authority
Attention: Insurance Liaison
550 W. Algonquin Road
Arlington Heights, IL 60005

Insurance Coverages:

Minimum insurance requirements for this Contract are identified in those paragraphs below marked with an ☒:

- ☒ **Business Automobile Liability Insurance** affording the following coverage and limits: combined single limit of \$1,000,000 each accident for bodily injury and property damage liability arising from owned, non-owned, and hired vehicles. The policy shall name the Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA, as Additional Insured by endorsement to the policy.
- ☒ **Commercial General Liability Insurance (Broad Form)** affording the following coverage and limits: Each Occurrence-\$1,000,000; General Aggregate-\$2,000,000; Products/Completed Operations Aggregate-\$2,000,000; and Personal & Advertising Injury-\$1,000,000. The policy shall be written on an ISO CG 00 01 (or equivalent) and shall name the Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA, as Additional Insured by endorsement to the policy.

- ☒ **Workers' Compensation and Employer's Liability Insurance** affording the following coverage and limits: Coverage A-Statutory Benefits and Coverage B-Employer's Liability-\$500,000 Each Accident, \$500,000 Disease-Each Employee, \$500,000 Disease-Policy Limit. Executive officers, sole proprietors, general contractors utilizing independent contractor labor, and others not required by the Illinois Workers' Compensation Act to obtain workers' compensation insurance coverage shall execute a hold harmless agreement provided by Pace.
- ☒ **Umbrella Liability Insurance** affording the following coverage and limits: \$5,000,000 each occurrence and \$5,000,000 aggregate. The insurance shall provide coverage at least as broad as each of the underlying policies.
- ☒ **Waiver of Subrogation**
Contractor and its insurer shall waive any rights of subrogation that they have against Pace and the Regional Transportation Authority (RTA) and, in connection therewith, Contractor's insurance policies required under this exhibit shall include a waiver of subrogation clause or endorsement.