

## RESOLUTION NO. 14-01

### **A RESOLUTION APPROVING AN INTERGOVERNMENTAL PROPERTY TRANSFER AGREEMENT BETWEEN THE VILLAGE OF MANTENO AND RIVER VALLEY METRO MASS TRANSIT DISTRICT**

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law;

WHEREAS, the Village of Manteno ("Village") and River Valley Metro Mass Transit District ("District") are public agencies as that term is defined in the Intergovernmental Cooperation Act;

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01, *et seq.*, provides that municipalities may transfer real property to each other upon such terms as they may agree;

WHEREAS, the Village and District are municipalities as that term is defined in the Local Government Property Transfer Act;

WHEREAS, the Village is the record owner of real property within its corporate boundaries, and within the corporate boundaries of the District, located south of Third Street, between Oak Street and the railroad tracks ("subject property");

WHEREAS, pursuant to the Intergovernmental Cooperation Act and the Local Governmental Property Transfer Act, the Village and the District have determined to enter into an Intergovernmental Property Transfer Agreement conveying title to the subject property to the District for a commuter parking lot accessory and adjacent to its Bus Transfer Station; and,

WHEREAS, it necessary, desirable and convenient for the District to use, occupy and improve the subject property for the public purpose of commuter parking lot.

NOW THEREFORE BE IT RESOLVED by the Village President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois, as follows:

#### **Section 1**

The recitals set forth in the above prefatory clauses are hereby adopted as the findings of the Village of Manteno and are expressly incorporated herein as a part of this resolution.

**Section 2**

The Intergovernmental Property Transfer Agreement, in substantially the same form as Exhibit "A," between the Village of Manteno and the River Valley Metro Mass Transit District is hereby approved and incorporated herein as a part of this resolution.

**Section 3**

The Village President and Village Clerk are hereby directed and authorized to execute the Intergovernmental Property Transfer Agreement and all other documents necessary to effectuate the transfer of the real property to the District.

**Section 4**

This resolution was passed by a two-thirds vote of the corporate authorities of the Village of Manteno.

**Section 5**

This Resolution shall be in full force and effect from after its adoption.

This Resolution was adopted and deposited in the office of the Village Clerk of the Village of Manteno this 5th day of May, 2014.

RECORD OF THE VOTE	Yes	No	Abstain	Absent
President Timothy Nugent				
Trustee Timothy Boyce				✓
Trustee Samuel Martin	✓			
Trustee Diane Dole	✓			
Trustee Todd Crockett	✓			
Trustee Joel Gesky	✓			
Trustee Wendell O. Phillips	✓			
TOTAL VOTES <i>or</i>				
BY OMNIBUS VOTE	✓			

*Alisa Blanchette by Darla Herley, Deputy*  
ALISA BLANCHETTE, Village Clerk

APPROVED by me this 5<sup>th</sup>  
day of May, 2014.

*Timothy O Nugent*  
TIMOTHY O. NUGENT, Village President

## INTERGOVERNMENTAL PROPERTY TRANSFER AGREEMENT

THIS INTERGOVERNMENTAL PROPERTY TRANSFER AGREEMENT ("Agreement") is made this 27th day of May, 2014, by and between the Village of Manteno, an Illinois municipal corporation ("Seller"), and River Valley Metro Mass Transit District, an Illinois local mass transit district ("Purchaser"). The Seller and the Purchaser are sometimes referred to collectively as the "Parties."

### RECITALS

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law;

WHEREAS, the Seller and Purchaser are public agencies as that term is defined in the Intergovernmental Cooperation Act;

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01, *et seq.*, provides that municipalities may transfer real property to each other upon such terms as they may agree;

WHEREAS, the Seller and Purchaser are municipalities as that term is defined in the Local Government Property Transfer Act;

WHEREAS, the Seller is the record owner of real property within its corporate boundaries, and within the corporate boundaries of the District, legally described in Exhibit "A," located south of Third Street, between Oak Street and the CN railroad tracks ("Subject Property");

WHEREAS, the Purchaser seeks to acquire the Subject Property from the Seller to improve, use and maintain the same as a commuter parking lot accessory and adjacent its Manteno Bus Transfer Station;

WHEREAS, the Parties have determined it to be in the public interest for Seller to convey the Subject Property to the purchaser for said use under the terms and conditions of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing promises and the respective representations, warranties, agreements, covenants and conditions herein contained, and other good and valuable consideration, the Seller and the Purchaser agree as follows:

ARTICLE I  
RECITALS INCORPORATED

1.1. Recitals Incorporated. The above recitals are incorporated herein by reference as though fully set forth.

ARTICLE II  
EXHIBITS AND EFFECTIVE DATE

2.1. Agreement. This Agreement includes the following exhibits, each of which are incorporated herein by reference:

Exhibit A: Legal Description

Exhibit B: Quit Claim Deed, including Legal Description and Deed Restrictions

Exhibit C: Preliminary Design Plans

2.2. Effective Date. The effective date of this Agreement shall be May 27, 2014.

ARTICLE III  
CONVEYANCE OF THE SUBJECT PROPERTY

3.1. Conveyance. For good and valuable consideration, the Seller shall convey the Subject Property to the Purchaser by recordable Quit Claim Deed (hereinafter "Deed"), in substantially the same form as Exhibit "B." The Subject Property shall be subject to the deed restrictions attached to the Deed as Exhibit "B" (hereinafter "Deed Restrictions"). The Seller shall prepare State and local transfer tax declaration indicating that the conveyance of the Subject Property from the Seller to the Purchaser is exempt from real estate transfer taxes, and both Parties shall sign such transfer tax declarations and any other documentation as may be reasonably necessary to effectuate the conveyance of the Subject Property no later than June 14, 2014, or as may be agreed to by the Parties.

3.2. Consideration. As consideration for the conveyance of the Subject Property by the Seller to the Purchaser, the Purchaser agrees to improve, use and maintain the Subject Property exclusively as a commuter parking lot accessory and adjacent to its Manteno Bus Transfer Station in accordance with the Deed Restrictions and this Agreement. If, for whatever reason(s), the Purchaser ceases to use the Subject Property as a commuter parking lot accessory and adjacent to its Manteno Bus Transfer Station, or the Purchaser ceases to offer mass transit services to the public, or the Purchaser ceases operations, ownership of the Subject Property shall revert to the Seller as more fully provided in the Deed Restriction, provided said violation is not cured within thirty (30) days after written notice is given to Purchaser (an "event of default").

ARTICLE IV  
LANDSCAPING, MAINTENANCE AND REPAIR OF THE SUBJECT PROPERTY

4.1. Landscaping, Maintenance and Repair. The Purchaser shall be responsible for the Subject Property at all times, including maintenance, landscaping and repair of the Subject Property of whatsoever kind or nature, including, but not limited to, grass cutting, weed removal, and removal of snow and ice.

ARTICLE V  
POSSESSION, TAXES AND EXPENSES

5.1. Possession. Sole and exclusive possession of the Subject Property shall be delivered to the Purchaser. The Subject Property shall be conveyed free and clear of any leases, contracts, rental agreements, or any other agreement, whether written or oral under which the Village or any third party has any right to or interest in the Subject Property.

5.2. "As-Is" Condition. The Parties agree that the Subject Property shall be delivered in "as-is" condition.

5.3. Expenses. The Purchaser shall be responsible for the payment of all sales, use and the State of Illinois and County of Kankakee transfer taxes, if any, and all expenses for recording of the Deed and other expenses associated with the conveyance of the Subject Property to Purchaser. The fees and expenses of the Seller's designated representatives and attorneys shall be borne by the Seller, and fees and expenses of the Purchaser's designated representatives and attorneys shall be borne by Purchaser.

ARTICLE VI  
DESIGN PLANS

6.1. Design Plans. The Purchaser shall improve the Subject Property in substantial conformance with the Preliminary Design Plans attached hereto as Exhibit "C." The Purchaser shall have the improvements completed and in substantial conformance with said Preliminary Design Plans within one (1) year from the effective date of this Agreement. If the Purchaser fails to improve the Subject Property as a commuter parking lot in conformance with said Preliminary Design Plans or within the time frame referenced above, the Subject Property shall revert to the Seller as more fully set forth in the Deed Restrictions. In the event the commuter parking lot is not substantially completed in the time frame referenced above or should an alternative design be proposed that is otherwise not in substantial conformance with said Preliminary Design Plans, Purchaser may seek a waiver of the deed restriction in the form of an extension of time or the approval of the alternative design, respectively, from the Seller, which shall not be unreasonably withheld. The Subject Property shall not revert to Seller if the Seller waives any deed restriction referenced herein in writing.

6.2. Right of First Refusal Regarding Future Additions or Deletions. The Seller shall have the right to review and approve any and all subsequent additions or deletions to the Subject Property not set forth in the Preliminary Design Plans, attached as Group Exhibit "B," proposed

to be constructed or removed by the Purchaser. The Purchaser shall give notice to the Seller of any proposed additions or deletions prior to the construction or removal or same and the Seller shall provide written approval or disapproval to the Purchaser within thirty (30) days.

## ARTICLE VII PERSONAL PROPERTY UPON REVERTER

7.1. Possession of Personal Property. In the event the Subject Property shall be deemed to have reverted to Seller, the Purchaser shall remove any and all personal property, fixtures, or improvements to the Subject Property that are owned or were constructed by the Purchaser and the Purchaser shall be entitled to possession of said personal property, fixtures or improvements. The Purchaser shall take possession of said personal property, fixtures or improvements within three (3) months of a determination that the Subject Property has reverted to Seller.

## ARTICLE VIII REPRESENTATIONS OF AUTHORIZATION

8.1. Authorization of the Seller. To induce the Purchaser to execute, deliver and perform this Agreement the Seller represents and warrants to the Purchaser that the Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the Seller pursuant hereto, and all required action and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the Seller are and shall be duly authorized to sign the same on behalf of the Seller and to bind the Seller thereto. This Agreement and all documents to be executed pursuant hereto by the Seller are and shall be binding upon and enforceable against the Seller in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which the Seller or the Subject Property is subject or by which the Seller or the Subject Property is bound.

8.2. Authorization of the Purchaser. To induce the Seller to execute, deliver and perform this Agreement, the Purchaser represents and warrants to the Seller that the Purchaser has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the Purchaser pursuant hereto, and all required action and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the Purchaser are and shall be duly authorized to sign the same on behalf of the Purchaser and to bind the Purchaser thereto. This Agreement and all documents to be executed pursuant hereto by the Purchaser are and shall be binding upon and enforceable against the Purchaser in accordance with their respective terms.

ARTICLE IX  
NOTICES

9.1. Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally with a receipt requested or sent by recognized overnight courier service, by facsimile transmission or by the United States registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally or by facsimile transmission; (b) one (1) business day after depositing with such an overnight courier service; or (c) two (2) business days after deposit in the mails if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

Seller:	Village Administrator Village of Manteno 98 East Third Street Manteno, IL 60950 Fax: (815) 468-8240
Purchaser:	Managing Director River Valley Mass Transit District 1137 East 5000 North Road Bourbonnais, IL 60914 Fax: (815) 935-1419

ARTICLE X  
ENTIRE AGREEMENT, AMENDMENTS AND WAIVERS

10.1. Entire Agreement, Amendments and Waivers. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, except as to such other documents that are to be executed as authorized herein, and the same may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.

ARTICLE XI  
FURTHER ASSURANCES

11.1. Further Assurances. The Parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transaction contemplated hereby.

ARTICLE XII  
SURVIVAL BENEFIT

12.1. Survival and Benefit. All representations, warranties, agreements, indemnifications and obligations of the Parties shall, notwithstanding any investigation made by any party hereto, survive the closing and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.

ARTICLE XIII  
NO THIRD PARTY BENEFITS AND ASSIGNMENT

13.1. No Third Party Benefits and Assignment. This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder. This Agreement shall not be assigned by the Purchaser or the Seller.

ARTICLE XIV  
MISCELLANEOUS

14.1. Miscellaneous.

(a) The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation thereof.

(b) The Terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” or any similar terms shall refer to this Agreement, and the term “hereafter” shall mean after, and the term “heretofore” shall be before the Effective Date.

(c) Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa.

(d) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(e) The Terms “include,” “including” and similar terms shall be constructed as if followed by the phrase “without being limited to.”

(f) This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Whenever under the terms of this Agreement the time for performance of a covenant or conditions falls on a Saturday, Sunday or Holiday, such time for performance shall



be extended to the next business day. Otherwise all references herein to “days” shall mean calendar days.

(h) This Agreement shall be governed by and constructed in accordance with the laws of State of Illinois. Venue for any action taken by Purchaser or Seller, whether in law or in equity, to enforce the terms of this Agreement shall be in the Circuit Court of Kankakee County, Illinois.

(i) Time is of the essence of this Agreement.

(j) Neither the Seller nor the Purchaser shall avail itself of any remedy granted to it hereunder based upon an alleged default of the other party unless and until written notice of the alleged default, in reasonable detail, has been delivered to the defaulting party by the non-defaulting party and the alleged default has not been cured within thirty (30) days of the delivery of said notice of default. If the Purchaser cures any default within thirty (30) days, the Subject property shall not revert to the Seller.

(k) For the purposes of this Agreement, the phrases substantially similar to “to the best of one’s knowledge,” shall imply a reasonable investigation by party and its agents.

(l) This Agreement shall not be constructed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both the Seller and the Purchaser have contributed substantially and materially to the preparation of this Agreement.

## ARTICLE XV

### STATE AND FEDERAL INCOME TAXES AND STATUTORY COMPLIANCE

15.1. Disclosure to Internal Revenue Service. The Seller and Purchaser agree to cooperate fully with the other in completing or filing any disclosure documents or in otherwise satisfying any disclosure requirements of the Internal Revenue Code of 1986, including but not limited to Section 6054(e) thereof.

15.2. Reporting of Information. The Seller and Purchaser shall provide, and consent to the reporting of all information regarding this sale required by any act, regulation or statute, including all amendments thereto, of the United States of America, or the State of Illinois, or any agency or subdivision thereof.

15.3. Compliance with Applicable Laws. The Seller and Purchaser shall at all times comply with all of the requirements of all county, municipal, state, federal and other applicable governmental statutes or regulations, now in force, or which may hereafter be in force pertaining to the performance of this Agreement.

. ARTICLE XVI  
INDEMNIFICATION AND RELEASE

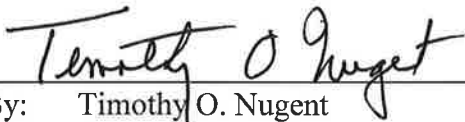
16.1. Release. Purchaser waives and releases Seller from any present or future claims arising from or relating to the presence or alleged presence of asbestos or any hazardous materials or harmful or toxic substances, in, on, under or about the Subject property, including without limitation any claims under or on account of: (i) Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar state statutes, and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental matters of any kind, (iii) this Agreement, or (iv) the common law.

16.2. Indemnification. The Purchaser shall indemnify, hold harmless and defend the Seller, its officers, employees and agents from any and all claims, suits, actions, costs and fees of every nature or description arising from, growing out of, or connected with the Subject property, or because of any act or omission, neglect, or misconduct of the Purchaser, its employees, agents, contractors or subcontractors. Said duty to indemnify, hold harmless and defend shall only apply to such claims, suits and actions which arise from conduct or the condition of the Subject Property after the Purchaser takes possession of the Subject Property.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed as of the dates set forth below.

SELLER – VILLAGE OF MANTENO

PURCHASER – RIVER VALLEY  
METRO MASS TRANSIT DISTRICT

  
By: Timothy O. Nugent  
Its: Village President


By: Jerry Pearce  
Its: Chairman

Date: May 5, 2014

Date: May 27, 2014

ATTEST:

ATTEST:

  
By: Alisa Blanchette  
Its: Village Clerk

By: Kelly St. Aubin  
Its: Secretary

Date: May 5, 2014

Date: May 27, 2014

## EXHIBIT A

### LEGAL DESCRIPTION

A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15 AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, ALL IN TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF MANTENO, KANKAKEE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THIRD STREET, BEING 70.00 FEET IN WIDTH AS PLATTED IN THE VILLAGE OF MANTENO AND THE WEST RIGHT OF WAY LINE OF OAK STREET, BEING 50.00 FEET IN WIDTH AS PLATTED IN THE VILLAGE OF MANTENO; THENCE SOUTH  $01^{\circ}56'35''$  WEST ALONG THE WEST RIGHT OF WAY LINE OF SAID OAK STREET A DISTANCE OF 534.73 FEET; THENCE NORTH  $87^{\circ}49'06''$  WEST A DISTANCE OF 60.00 FEET; THENCE NORTH  $01^{\circ}56'35''$  EAST ON A LINE THAT IS 25.00 FEET EASTERLY OF AND PARALLEL WITH THE MAIN TRACK CENTERLINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY AS NOW LOCATED AND CONSTRUCTED A DISTANCE OF 534.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID THIRD STREET; THENCE SOUTH  $88^{\circ}09'44''$  EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.736 ACRES MORE OR LESS, SUBJECT TO RIGHTS OF WAY FOR ROADS, DRAINAGE AND EASEMENTS APPARENT OR OF RECORD.

BEING A PART OF P.I.N.:

## EXHIBIT B

### **Quit Claim Deed Corporation to Corporation**

THE GRANTOR, Village of Manteno, an Illinois municipal corporation, for consideration of TEN (\$10.00) DOLLARS, and other good and valuable consideration,

CONVEYS AND QUIT CLAIMS to the Grantee, the River Valley Metro Mass Transit District, an Illinois local mass transit district,

ALL INTEREST in the following described Real Estate located south of Third Street between the railroad tracks and Oak Street, Village of Manteno, County of Kankakee and State of Illinois, legally described as follows:

**See Legal Description**, attached hereto and incorporated herein by reference as Exhibit "A" ("Property").

TO HAVE AND TO HOLD said Property unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions, and other matters of record, including but not limited any recorded reservations and conditions of Illinois Central Railroad Company, building restrictions of record and building lines, conditions and covenants of record as to use and occupancy, zoning laws and ordinances, easements for public utilities, party walls, party wall agreements, party driveways, walk and passageways, public and private roads and highways, drainage ditches and easements pertaining thereto, feeders and laterals. any and all other easements of record; and real estate taxes not yet due and payable

No representations or warranties of any kind have been made by Grantor or anyone on its behalf to the Grantee as to the condition of the Property described herein or any improvements thereon erected, if any, and it is understood and agreed by the parties that the Property is sold "AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED." Grantor makes no warranty or representation regarding the condition of the Property, including, without limitation, environmental or ecological condition, it being understood that the Grantee is taking the Property "AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."

Without limiting the foregoing, Grantee hereby covenants and agrees that Grantee accepts the property "AS IS" and "WHERE IS", and with all faults and defects, latent or otherwise, and that Grantor is making no representations or warranties, either expressed or implied, by operation of law or otherwise, with respect to the quality, physical conditions or value of the Property, the Property's habitability, suitability, merchantability or fitness for a particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages; the presence of hazardous or toxic substances, materials or wastes, substances, contaminants or pollutants on, under or about the Property, or the income or expenses from or of the Property.

THIS DEED is subject to the Deed Restrictions, attached hereto and incorporated herein by reference as Exhibit "B," and said Deed Restrictions shall run with the land as an incorporeal interest in the Property, enforceable with respect to the Property by Grantor and its personal representatives, successors and assigns.

*[SIGNATURE PAGE TO FOLLOW]*

GRANTOR:

VILLAGE OF MANTENO,  
KANKAKEE COUNTY, ILLINOIS

ATTEST:

By: \_\_\_\_\_  
Timothy O. Nugent, Village President

By: \_\_\_\_\_  
Alisa Blanchette, Village Clerk

Dated: May 28, 2014

(SEAL)

State of Illinois            )  
  ) ss  
County of Kankakee        )

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

Given under my hand and official seal,  
this 28th day of May, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

{IMPRESS SEAL HERE}

(SEAL)

**Send Subsequent Tax Bills to:** River Valley Metro Mass Transit District, Attn: Managing Director, 1137 East 5000 North Road, Bourbonnais, Illinois 60914

**Prepared by:** Joseph Cainkar, Louis F. Cainkar, Ltd., 30 North LaSalle, Suite 3922, Chicago, IL 60602

**Return to:** Joseph Cainkar, Louis F. Cainkar, Ltd., 30 North LaSalle, Suite 3922, Chicago, IL 60602

**This deed is exempt from the provisions of the Illinois Real Estate Transfer Tax Act under 35 ILCS 200/31-45(b) and (e).**

EXHIBIT A  
LEGAL DESCRIPTION

A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15 AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, ALL IN TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF MANTENO, KANKAKEE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THIRD STREET, BEING 70.00 FEET IN WIDTH AS PLATTED IN THE VILLAGE OF MANTENO AND THE WEST RIGHT OF WAY LINE OF OAK STREET, BEING 50.00 FEET IN WIDTH AS PLATTED IN THE VILLAGE OF MANTENO; THENCE SOUTH  $01^{\circ}56'35''$  WEST ALONG THE WEST RIGHT OF WAY LINE OF SAID OAK STREET A DISTANCE OF 534.73 FEET; THENCE NORTH  $87^{\circ}49'06''$  WEST A DISTANCE OF 60.00 FEET; THENCE NORTH  $01^{\circ}56'35''$  EAST ON A LINE THAT IS 25.00 FEET EASTERLY OF AND PARELLEL WITH THE MAIN TRACK CENTERLINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY AS NOW LOCATED AND CONSTRUCTED A DISTANCE OF 534.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID THIRD STREET; THENCE SOUTH  $88^{\circ}09'44''$  EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.736 ACRES MORE OR LESS, SUBJECT TO RIGHTS OF WAY FOR ROADS, DRAINAGE AND EASEMENTS APPARENT OR OF RECORD.

P.I.N.: (03)-02-15-326-006-0000

## EXHIBIT B

### DEED RESTRICTIONS

These Deed Restrictions (hereinafter defined) are attached to and made a part of that certain Quit Claim Deed ("Deed") wherein the Village of Manteno, an Illinois municipal corporation ("Grantor") is the grantor and River Valley Metro Mass Transit District, a local mass transit district ("Grantee"), is the grantee, pursuant to which Grantor conveys to Grantee that certain real property located in the Village of Manteno, County of Kankakee, and legally described in the foregoing Exhibit "A" to the Deed ("Property"). Reference is hereby made to that certain Intergovernmental Property Transfer Agreement dated May 27, 2014, between Grantor and Grantee (as amended from time to time) (the "Agreement"), which is incorporated herein by reference. Grantee covenants, agrees and acknowledges, by its acceptance and recordation of the Deed, that Grantee hereby takes title to the Property subject to the following reservations, covenants, restrictions, conditions and other provisions (collectively, the "Deed Restrictions"), which shall be binding upon Grantee and its successors and assigns, including, without limitation, tenants and other occupants or users of the Property:

1. Use Restriction. The Property shall be used solely for the limited purpose of a commuter parking lot accessory and adjacent to Grantee's Manteno Bus Transfer Station, and Grantee shall at all times comply with the covenants and obligations imposed upon it under the Agreement.

2. Reverter. Ownership of the Property shall revert to Grantor as more fully set forth in this Section 2 in the Grantee fails to comply with the use restrictions set forth in Section 1, and the covenants contained in the Agreement, and said failure is not cured within thirty (30) days after written notice by Grantor to Grantee ("event of default") as more fully set forth in the Agreement, including, but not limited to: a) the covenant set forth in Article VI providing that if the Grantee fails to improve the Property as a commuter parking lot accessory and adjacent to Grantee's Manteno's Bus Transfer Station within one (1) year from the effective date of the Agreement; b) the covenants contained in Article III of the Agreement providing for Grantee's exclusive use and maintenance of the Property as a commuter parking lot accessory and adjacent to Grantee's Manteno Bus Transfer Station, c) Grantee ceases to offer mass transit services to the public, or d) Grantee ceases operations. Without limiting any other rights or remedies that Grantor may have on account of such default, upon notice ("Grantor's Reverter Notice") by Grantor to Grantee of its invocation of its reverter right, the Property shall automatically revert and be reconveyed to Grantor, and fee simple title to the Property shall then be held by Grantor subject only to those encumbrances of record which exist as of the date of the Deed. Upon such reverter and reconveyance of the Property, any and all encumbrances, liens or other matters of record which arise after the date of this Deed (other than those which Grantor, in Grantor's Reverter Notice, specifically agrees shall be permitted to continue to encumber the Property) shall be automatically terminated, released, abandoned and of no further force and effect. In the event that title to the Property reverts to Grantor, Grantee shall immediately remove any and all personal property, hazardous wastes or harmful conditions occurring or placed upon or under the Property from and after the date of the Deed, shall repair and restore any and all damage to the Property which occurred from and after the date of the Deed, and shall indemnify, defend and hold harmless Grantor with respect to any claims, damages or liabilities arising with respect thereto. Grantor shall have the right to enforce the foregoing in any matter permitted at law or in equity, including the right to reenter and repossess the Property.



**Prepared by/Return to:** Joseph Cainkar, Louis F. Cainkar, Ltd., 30 North LaSalle, Suite 3922, Chicago, IL 60602

**This deed is exempt from the provisions of the Illinois Real Estate Transfer Tax Act under 35 ILCS 200/31-45(b) and (e).**

EXHIBIT A  
LEGAL DESCRIPTION

A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15 AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, ALL IN TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF MANTENO, KANKAKEE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THIRD STREET, BEING 70.00 FEET IN WIDTH AS PLATTED IN THE VILLAGE OF MANTENO AND THE WEST RIGHT OF WAY LINE OF OAK STREET, BEING 50.00 FEET IN WIDTH AS PLATTED IN THE VILLAGE OF MANTENO; THENCE SOUTH 01°56'35" WEST ALONG THE WEST RIGHT OF WAY LINE OF SAID OAK STREET A DISTANCE OF 534.73 FEET; THENCE NORTH 87°49'06" WEST A DISTANCE OF 60.00 FEET; THENCE NORTH 01°56'35" EAST ON A LINE THAT IS 25.00 FEET EASTERLY OF AND PARELLEL WITH THE MAIN TRACK CENTERLINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY AS NOW LOCATED AND CONSTRUCTED A DISTANCE OF 534.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID THIRD STREET; THENCE SOUTH 88°09'44" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.736 ACRES MORE OR LESS, SUBJECT TO RIGHTS OF WAY FOR ROADS, DRAINAGE AND EASEMENTS APPARENT OR OF RECORD.

P.I.N.: (03)-02-15-326-006-0000

EXHIBIT B  
DEED RESTRICTIONS

These Deed Restrictions (hereinafter defined) are attached to and made a part of that certain Quit Claim Deed ("Deed") wherein the Village of Manteno, an Illinois municipal corporation ("Grantor") is the grantor and River Valley Metro Mass Transit District, a local mass transit district ("Grantee"), is the grantee, pursuant to which Grantor conveys to Grantee that certain real property located in the Village of Manteno, County of Kankakee, and legally described in the foregoing Exhibit "A" to the Deed ("Property"). Reference is hereby made to that certain Intergovernmental Property Transfer Agreement dated May 27, 2014, between Grantor and Grantee (as amended from time to time) (the "Agreement"), which is incorporated herein by reference. Grantee covenants, agrees and acknowledges, by its acceptance and recordation of the Deed, that Grantee hereby takes title to the Property subject to the following reservations, covenants, restrictions, conditions and other provisions (collectively, the "Deed Restrictions"), which shall be binding upon Grantee and its successors and assigns, including, without limitation, tenants and other occupants or users of the Property:

1. Use Restriction. The Property shall be used solely for the limited purpose of a commuter parking lot accessory and adjacent to Grantee's Manteno Bus Transfer Station, and Grantee shall at all times comply with the covenants and obligations imposed upon it under the Agreement.

2. Reverter. Ownership of the Property shall revert to Grantor as more fully set forth in this Section 2 in the Grantee fails to comply with the use restrictions set forth in Section 1, and the covenants contained in the Agreement, and said failure is not cured within thirty (30) days after written notice by Grantor to Grantee ("event of default") as more fully set forth in the Agreement, including, but not limited to: a) the covenant set forth in Article VI providing that if the Grantee fails to improve the Property as a commuter parking lot accessory and adjacent to Grantee's Manteno's Bus Transfer Station within one (1) year from the effective date of the Agreement; b) the covenants contained in Article III of the Agreement providing for Grantee's exclusive use and maintenance of the Property as a commuter parking lot accessory and adjacent to Grantee's Manteno Bus Transfer Station, c) Grantee ceases to offer mass transit services to the public, or d) Grantee ceases operations. Without limiting any other rights or remedies that Grantor may have on account of such default, upon notice ("Grantor's Reverter Notice") by Grantor to Grantee of its invocation of its reverter right, the Property shall automatically revert and be reconveyed to Grantor, and fee simple title to the Property shall then be held by Grantor subject only to those encumbrances of record which exist as of the date of the Deed. Upon such reverter and reconveyance of the Property, any and all encumbrances, liens or other matters of record which arise after the date of this Deed (other than those which Grantor, in Grantor's Reverter Notice, specifically agrees shall be permitted to continue to encumber the Property) shall be automatically terminated, released, abandoned and of no further force and effect. In the event that title to the Property reverts to Grantor, Grantee shall immediately remove any and all personal property, hazardous wastes or harmful conditions occurring or placed upon or under the Property from and after the date of the Deed, shall repair and restore any and all damage to the Property which occurred from and after the date of the Deed, and shall indemnify, defend and hold harmless Grantor with respect to any claims, damages or liabilities arising with respect thereto. Grantor shall have the right to enforce the foregoing in any matter permitted at law or in equity, including the right to reenter and repossess the Property.

**EXHIBIT C**

**PRELIMINARY DESIGN PLANS**