



Illinois Environmental Protection Agency

Bureau of Land • 1021 N. Grand Avenue E. • P.O. Box 19276 • Springfield • Illinois • 62794-9276

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ____ day of _____, 20__ pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) _____ Hargobind, Inc. _____ (“Property Owner”) [or, in the case of a petroleum leaking underground storage tank (UST), the owner/operator of the tank (“Owner/Operator”)] and (2) _____ Village of Oak Park _____ [Name of Entity in Control of the Right-of-Way] (“Highway Authority”), collectively known as the “Parties.”

[Use this paragraph for sites with petroleum leaking underground storage tank(s)]
WHEREAS, _____ Hargobind, Inc. _____ is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 330 Chicago Avenue, Oak Park, IL _____ (“the Site”);

[Use this paragraph for sites that do not have petroleum leaking USTs]
WHEREAS, _____ is the owner of the property located at _____ (“the Site”);

WHEREAS, as a result of one or more releases of contaminants from the above referenced USTs (“the Release(s)”), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority’s right-of-way;

WHEREAS, the Owner/Operator or Property Owner is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority’s right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. [Use this paragraph if IEMA has issued an incident number] The Illinois Emergency Management Agency has assigned incident number(s) 971663 _____ to the Release(s).
3. Attached as Exhibit A is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
[Use the following sentence if either soil or groundwater is not contaminated above applicable Tier 1 residential remediation objectives: _____ is not contaminated above the applicable Tier 1 residential remediation objectives.]
4. Attached as Exhibit B is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.

5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. *[Use this paragraph if samples have not been collected within the Right-of-Way, sampling within the Right-of-Way is not practical, and contamination does not extend beyond the Right-of-Way.]* Because the collection of samples within the Right-of-Way is not practical, the Parties stipulate that, based on modeling, soil and groundwater contamination exceeding Tier 1 residential remediation objectives does not and will not extend beyond the boundaries of the Right-of-Way.
7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

10. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).
11. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
12. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
13. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
14. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
15. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
16. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, IL 62974-9276

Village of Oak Park

(Contact at Highway Authority)

Address 123 Madison Street

City Oak Park

State Illinois

Zip Code 60302

Property Owner or Owner/Operator

Name Hargobind, Inc.

Address 100 Chicago Avenue

City Oak Park

State Illinois

Zip Code 60302

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

[NAME OF LOCAL GOVERNMENT]

Date: _____

By: _____

Its: _____

Property Owner or Owner/Operator

Date: _____

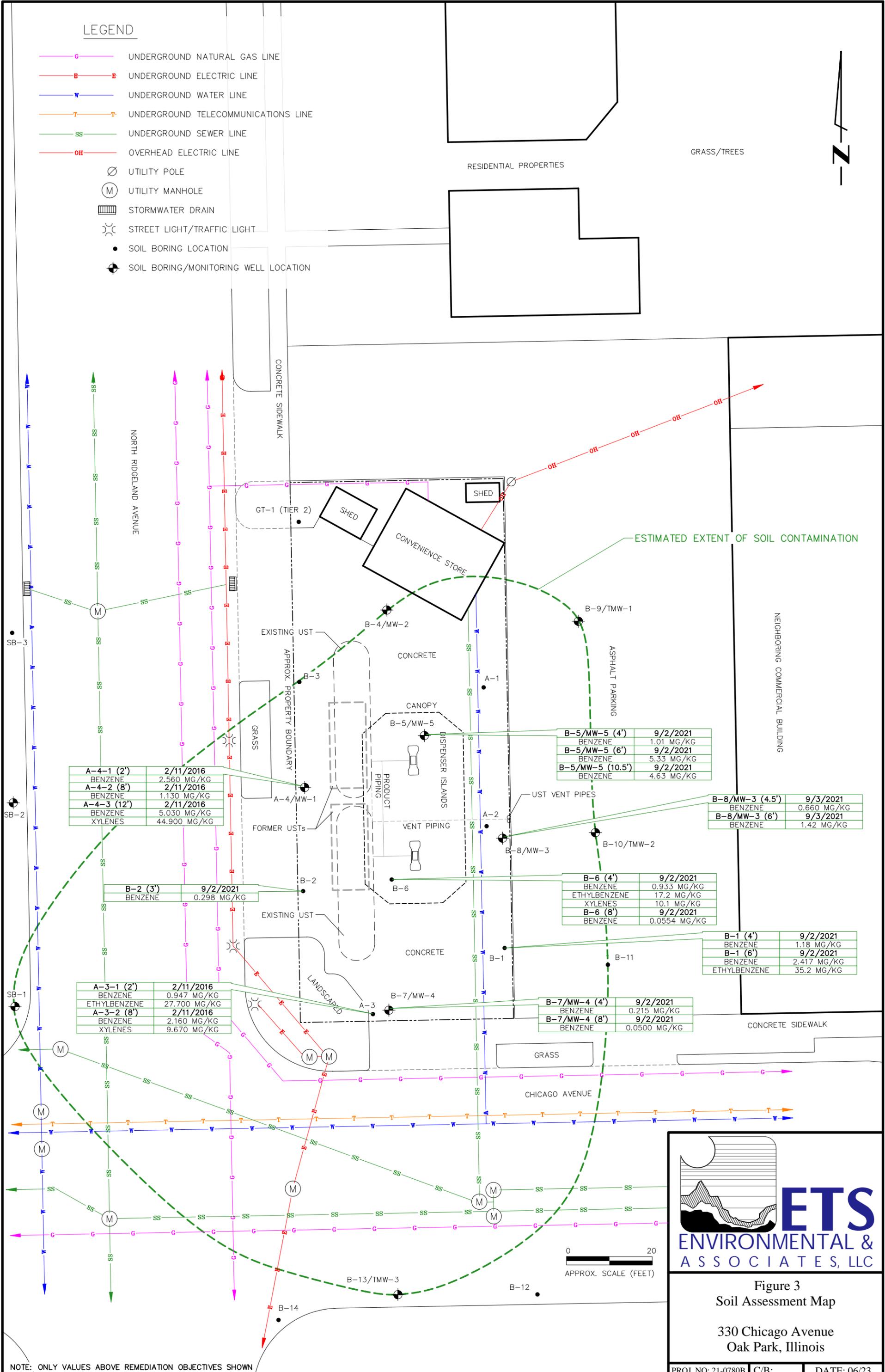
By: _____

Title

EXHIBIT A

LEGEND

- G UNDERGROUND NATURAL GAS LINE
- E UNDERGROUND ELECTRIC LINE
- W UNDERGROUND WATER LINE
- T UNDERGROUND TELECOMMUNICATIONS LINE
- SS UNDERGROUND SEWER LINE
- OH OVERHEAD ELECTRIC LINE
-  UTILITY POLE
-  UTILITY MANHOLE
-  STORMWATER DRAIN
-  STREET LIGHT/TRAFFIC LIGHT
-  SOIL BORING LOCATION
-  SOIL BORING/MONITORING WELL LOCATION



A-4-1 (2')	2/11/2016
BENZENE	2,560 MG/KG
A-4-2 (8')	2/11/2016
BENZENE	1,130 MG/KG
A-4-3 (12')	2/11/2016
BENZENE	5,030 MG/KG
XYLENES	44,900 MG/KG

B-2 (3')	9/2/2021
BENZENE	0.298 MG/KG

A-3-1 (2')	2/11/2016
BENZENE	0.947 MG/KG
ETHYLBENZENE	27,700 MG/KG
A-3-2 (8')	2/11/2016
BENZENE	2,160 MG/KG
XYLENES	9,670 MG/KG

B-5/MW-5 (4')	9/2/2021
BENZENE	1.01 MG/KG
B-5/MW-5 (6')	9/2/2021
BENZENE	5.33 MG/KG
B-5/MW-5 (10.5')	9/2/2021
BENZENE	4.63 MG/KG

B-8/MW-3 (4.5')	9/3/2021
BENZENE	0.660 MG/KG
B-8/MW-3 (6')	9/3/2021
BENZENE	1.42 MG/KG

B-6 (4')	9/2/2021
BENZENE	0.933 MG/KG
ETHYLBENZENE	17.2 MG/KG
XYLENES	10.1 MG/KG
B-6 (8')	9/2/2021
BENZENE	0.0554 MG/KG

B-1 (4')	9/2/2021
BENZENE	1.18 MG/KG
B-1 (6')	9/2/2021
BENZENE	2,417 MG/KG
ETHYLBENZENE	35.2 MG/KG

B-7/MW-4 (4')	9/2/2021
BENZENE	0.215 MG/KG
B-7/MW-4 (8')	9/2/2021
BENZENE	0.0500 MG/KG



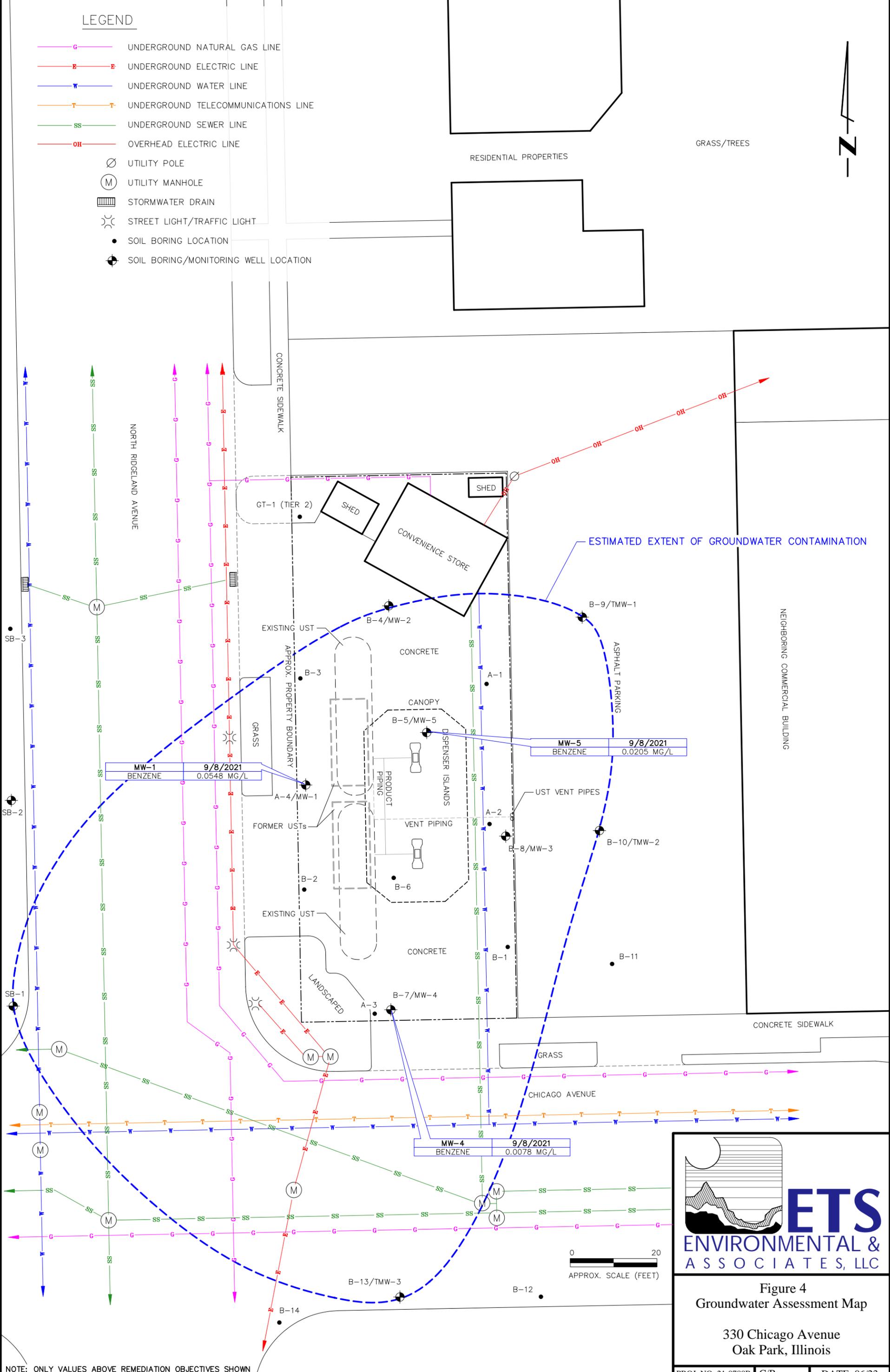
Figure 3
Soil Assessment Map

330 Chicago Avenue
Oak Park, Illinois

NOTE: ONLY VALUES ABOVE REMEDIATION OBJECTIVES SHOWN

LEGEND

- G— UNDERGROUND NATURAL GAS LINE
- E— UNDERGROUND ELECTRIC LINE
- W— UNDERGROUND WATER LINE
- T— UNDERGROUND TELECOMMUNICATIONS LINE
- SS— UNDERGROUND SEWER LINE
- OH— OVERHEAD ELECTRIC LINE
-  UTILITY POLE
-  UTILITY MANHOLE
-  STORMWATER DRAIN
-  STREET LIGHT/TRAFFIC LIGHT
-  SOIL BORING LOCATION
-  SOIL BORING/MONITORING WELL LOCATION



MW-1	9/8/2021
BENZENE	0.0548 MG/L

MW-5	9/8/2021
BENZENE	0.0205 MG/L

MW-4	9/8/2021
BENZENE	0.0078 MG/L



Figure 4
Groundwater Assessment Map

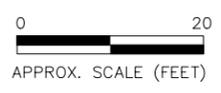
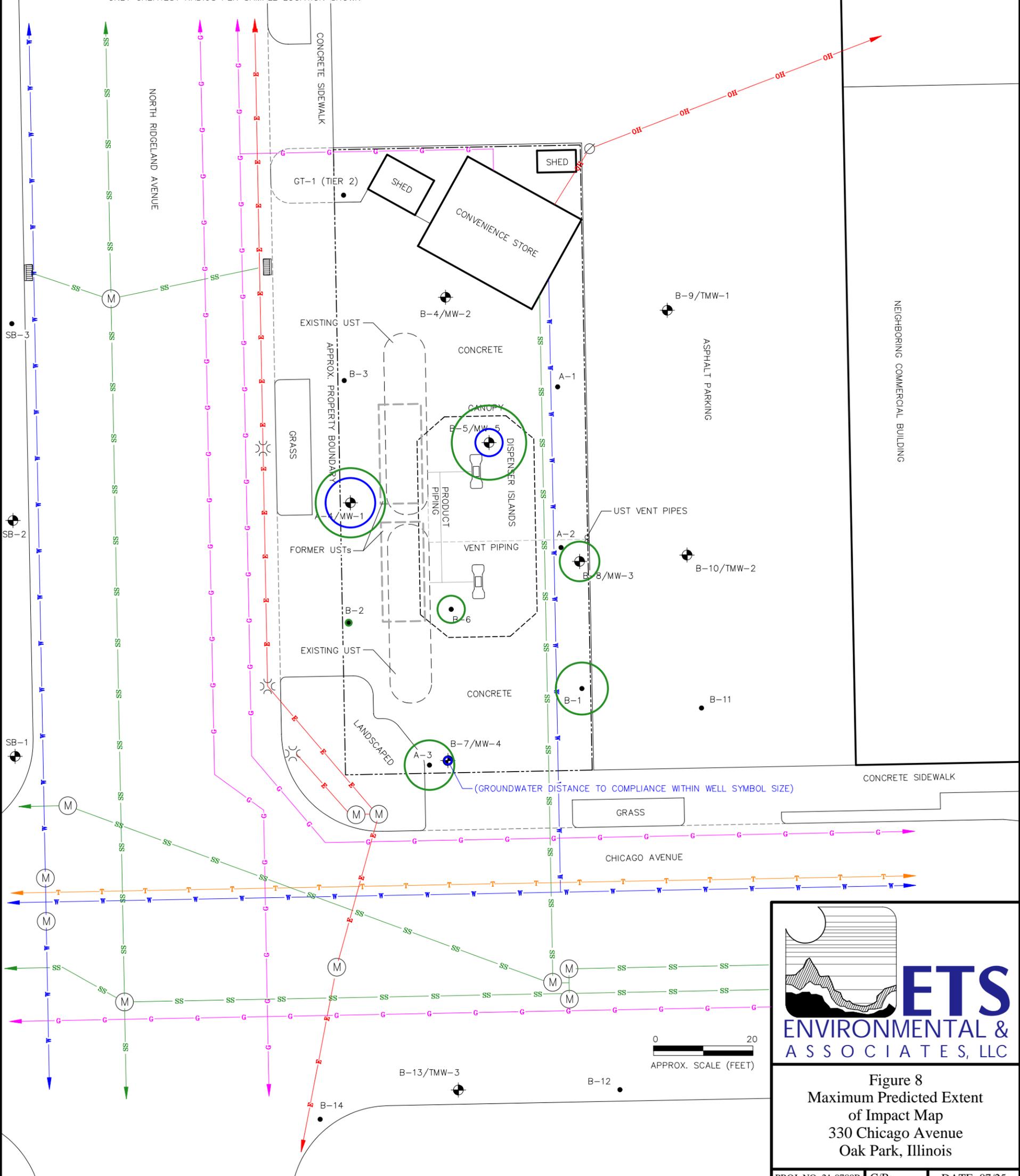
330 Chicago Avenue
Oak Park, Illinois

NOTE: ONLY VALUES ABOVE REMEDIATION OBJECTIVES SHOWN

LEGEND

- G UNDERGROUND NATURAL GAS LINE
- E UNDERGROUND ELECTRIC LINE
- W UNDERGROUND WATER LINE
- T UNDERGROUND TELECOMMUNICATIONS LINE
- SS UNDERGROUND SEWER LINE
- OH OVERHEAD ELECTRIC LINE
- ⊙ UTILITY POLE
- (M) UTILITY MANHOLE
- ▨ STORMWATER DRAIN
- ☼ STREET LIGHT/TRAFFIC LIGHT
- SOIL BORING LOCATION
- ⊕ SOIL BORING/MONITORING WELL LOCATION
- (Green) PREDICTED DISTANCE TO COMPLIANCE (SOIL)
- (Blue) PREDICTED DISTANCE TO COMPLIANCE (GROUNDWATER)

NOTE: ALL DEPICTED RADII CALCULATED FOR BENZENE;
ONLY GREATEST RADIUS PER SAMPLE LOCATION SHOWN



ETS
ENVIRONMENTAL &
ASSOCIATES, LLC

Figure 8
Maximum Predicted Extent
of Impact Map
330 Chicago Avenue
Oak Park, Illinois

EXHIBIT B

Soil BTEX/MTBE Analytical Results
330 Chicago Avenue
Oak Park, Illinois
Project No. 21-0780B

SAMPLE ID	DATE	DEPTH (FEET)	BENZENE	TOLUENE	ETHYL-BENZENE	TOTAL XYLENES	MTBE
A-1-1	02/11/16	2'	<0.005	<0.005	<0.005	<0.005	<0.005
A-1-2	02/11/16	8'	<0.005	<0.005	<0.005	<0.005	<0.005
A-1-3	02/11/16	12'	<0.005	<0.005	<0.005	<0.005	<0.005
A-2-1	02/11/16	2'	0.0122	<0.005	<0.005	<0.005	<0.005
A-2-2	02/11/16	7.5'	<0.005	<0.005	<0.005	<0.005	<0.005
A-2-3	02/11/16	12.5'	<0.005	<0.005	<0.005	<0.005	<0.005
A-3-1	02/11/16	2'	0.947 ^{1,2,6}	<0.005	27.7 ^{1,2}	0.591	<0.32
A-3-2	02/11/16	8'	2.16 ^{1,2,6,7}	<0.005	3.78	9.67 ⁸	<0.32
A-3-3	02/11/16	12'	0.0056	<0.005	<0.005	0.0075	<0.005
A-4-1	02/11/16	2'	2.56 ^{1,2,6,7,8}	0.573	2.58	2.88	<0.32
A-4-2	02/11/16	8'	1.13 ^{1,2,6}	<0.005	<0.5	<0.500	<0.32
A-4-3	02/11/16	12'	5.03 ^{1,2,6,7,8}	<0.005	10.2	44.9 ⁸	<0.32
B-1	09/02/21	4'	1.18 ^{1,2,6}	<0.5	1.61	<0.5	<0.32
B-1	09/02/21	6'	2.47 ^{1,2,6,7,8}	<0.5	35.2 ^{1,2}	0.78	<0.32
B-1	09/02/21	11'	0.0126	<0.005	0.0659	0.0212	<0.005
B-2	09/03/21	3'	0.298 ^{1,2}	0.373	1.3	0.74	<0.32
B-2	09/03/21	5.5'	0.0128	0.0057	<0.005	0.0114	<0.005
B-2	09/03/21	10.5'	<0.005	<0.005	<0.005	<0.005	<0.005
B-3	09/02/21	3'	<0.005	<0.005	<0.005	<0.005	<0.005
B-3	09/02/21	8'	<0.005	<0.005	<0.005	<0.005	<0.005
B-3	09/02/21	10.5'	<0.005	<0.005	<0.005	<0.005	<0.005
B-4/MW-2	09/02/21	4.5'	<0.005	<0.005	<0.005	<0.005	<0.005
B-4/MW-2	09/02/21	6'	<0.005	<0.005	<0.005	0.0102	<0.005
B-4/MW-2	09/02/21	11'	<0.005	<0.005	<0.005	<0.005	<0.005
B-5/MW-5	09/02/21	4'	1.01 ^{1,2,6}	<0.5	0.863	<0.5	<0.32
B-5/MW-5	09/02/21	6'	5.33 ^{1,2,6,7,8}	<0.5	2.59	2.39	<0.32
B-5/MW-5	09/02/21	10.5'	4.63 ^{1,2,6,7,8}	<0.5	2.71	1.8	<0.32
B-6	09/03/21	4'	0.933 ^{1,2,6}	<0.5	17.2 ¹	10.1 ⁸	<0.32
B-6	09/03/21	8'	0.0554 ¹	<0.005	<0.005	<0.005	<0.005
B-6	09/03/21	11'	<0.005	<0.005	<0.005	<0.005	<0.005
SOIL COMPONENT TO GROUNDWATER INGESTION	CLASS I		0.03	12	13	150	0.32
	CLASS II		0.17	29	19	150	0.32
INGESTION REMEDIATION OBJECTIVES	RESIDENTIAL		12	16,000	7,800	16,000	780
	COMMERCIAL		100	410,000	200,000	410,000	20,000
	CONSTRUCTION		2,300	410,000	20,000	41,000	2,000
INHALATION REMEDIATION OBJECTIVES	RESIDENTIAL		0.8	650	400	320	8,800
	COMMERCIAL		1.6	650	400	320	8,800
	CONSTRUCTION		2.2	42	58	5.6	140

1-Class I Soil Component to Groundwater Remediation Objective exceeded

Results in mg/kg

2-Class II Soil Component to Groundwater Remediation Objective exceeded

3-Residential Ingestion Remediation Objective exceeded

4-Commercial Ingestion Remediation Objective exceeded

5-Construction Worker Ingestion Remediation Objective exceeded

6-Residential Inhalation Remediation Objective exceeded

7-Commercial Inhalation Remediation Objective Exceeded

8-Construction Worker Inhalation Remediation Objective exceeded

Soil BTEX/MTBE Analytical Results
330 Chicago Avenue
Oak Park, Illinois
Project No. 21-0780B

SAMPLE ID	DATE	DEPTH (FEET)	BENZENE	TOLUENE	ETHYL-BENZENE	TOTAL XYLENES	MTBE
B-7/MW-4	09/02/21	4'	0.215 ^{1,2}	1.12	1.46	1.45	<0.32
B-7/MW-4	09/02/21	8'	0.05 ¹	<0.005	<0.005	<0.005	<0.005
B-7/MW-4	09/02/21	11'	0.0057	0.0056	<0.005	0.0125	<0.005
B-8/MW-3	09/03/21	4.5'	0.66 ^{1,2}	<0.5	0.744	<0.5	<0.32
B-8/MW-3	09/03/21	6'	1.42 ^{1,2,6}	<0.5	<0.5	<0.5	<0.32
B-8/MW-3	09/03/21	11'	<0.005	<0.005	<0.005	<0.005	<0.005
GT-1	09/02/21	8'	<0.005	<0.005	<0.005	<0.005	<0.005
SB-1	08/16/22	4.5'	<0.005	<0.005	<0.005	<0.005	<0.005
SB-2	08/16/22	3'	<0.005	<0.005	<0.005	<0.005	<0.005
SB-3	08/16/22	3.5'	<0.005	<0.005	<0.005	<0.005	<0.005
B-9	02/02/23	3'	<0.005	<0.005	<0.005	<0.005	<0.005
B-9	02/02/23	7'	<0.005	<0.005	<0.005	<0.005	<0.005
B-9	02/02/23	13'	<0.005	<0.005	<0.005	<0.005	<0.005
B-10	02/02/23	3'	<0.005	<0.005	<0.005	<0.005	<0.005
B-10	02/02/23	7'	<0.005	<0.005	<0.005	<0.005	<0.005
B-10	02/02/23	13'	<0.005	<0.005	<0.005	<0.005	<0.005
B-11	02/02/23	3'	<0.005	<0.005	<0.005	<0.005	<0.005
B-11	02/02/23	7'	<0.005	<0.005	<0.005	<0.005	<0.005
B-11	02/02/23	13'	<0.005	<0.005	<0.005	<0.005	<0.005
B-12	02/02/23	4'	<0.005	<0.005	<0.005	<0.005	<0.005
B-12	02/02/23	7'	<0.005	<0.005	<0.005	<0.005	<0.005
B-12	02/02/23	11'	<0.005	<0.005	<0.005	<0.005	<0.005
B-13	02/02/23	4'	<0.005	<0.005	<0.005	<0.005	<0.005
B-13	02/02/23	7'	<0.005	<0.005	<0.005	<0.005	<0.005
B-13	02/02/23	14'	<0.005	<0.005	<0.005	<0.005	<0.005
B-14	02/02/23	3'	<0.005	<0.005	<0.005	<0.005	<0.005
B-14	02/02/23	7'	<0.005	<0.005	<0.005	<0.005	<0.005
B-14	02/02/23	12'	<0.005	<0.005	<0.005	<0.005	<0.005
SOIL COMPONENT TO GROUNDWATER INGESTION	CLASS I		0.03	12	13	150	0.32
	CLASS II		0.17	29	19	150	0.32
INGESTION REMEDIATION OBJECTIVES	RESIDENTIAL		12	16,000	7,800	16,000	780
	COMMERCIAL		100	410,000	200,000	410,000	20,000
	CONSTRUCTION		2,300	410,000	20,000	41,000	2,000
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1-Class I Soil Component to Groundwater Remediation Objective exceeded

Results in mg/kg

2-Class II Soil Component to Groundwater Remediation Objective exceeded

3-Residential Ingestion Remediation Objective exceeded

4-Commercial Ingestion Remediation Objective exceeded

5-Construction Worker Ingestion Remediation Objective exceeded

6-Residential Inhalation Remediation Objective exceeded

7-Commercial Inhalation Remediation Objective Exceeded

8-Construction Worker Inhalation Remediation Objective exceeded



Groundwater BTEX/MTBE Analytical Results
330 Chicago Avenue
Oak Park, Illinois
Project No. 21-0780A

SAMPLE ID	DATE	BENZENE	TOLUENE	ETHYL-BENZENE	TOTAL XYLENES	MTBE
MW-1	03/09/16	0.4430 ^{1,2}	0.0292	0.0121	0.0237	<0.005
MW-1	09/08/21	0.0548 ^{1,2}	<0.005	<0.005	0.0076	<0.005
MW-2	09/08/21	<0.005	<0.005	<0.005	<0.005	<0.005
MW-3	09/08/21	<0.005	<0.005	<0.005	<0.005	<0.005
MW-4	09/08/21	0.0078 ¹	<0.005	<0.005	<0.005	<0.005
MW-5	09/08/21	0.0205 ¹	<0.005	<0.005	<0.005	<0.005
SB-1	8/16/2022	<0.005	<0.005	<0.005	<0.005	<0.005
SB-2	8/16/2022	<0.005	<0.005	<0.005	<0.005	<0.005
TMW-1	02/02/23	<0.005	<0.005	<0.005	<0.005	<0.005
TMW-2	02/02/23	<0.005	<0.005	<0.005	<0.005	<0.005
TMW-3	02/02/23	<0.005	<0.005	<0.005	<0.005	<0.005
GROUNDWATER REMEDIATION OBJECTIVES	CLASS I	0.005	1	0.7	10	0.07
	CLASS II	0.025	2.5	1	10	0.07
GROUNDWATER INDOOR INHALATION	Residential	0.11	530	0.37	30	1,900
	Commercial	0.41	530	1.4	93	6,800

1 = Class I Remediation Objectives exceeded

Units in mg/L

2 = Class II Remediation Objectives exceeded

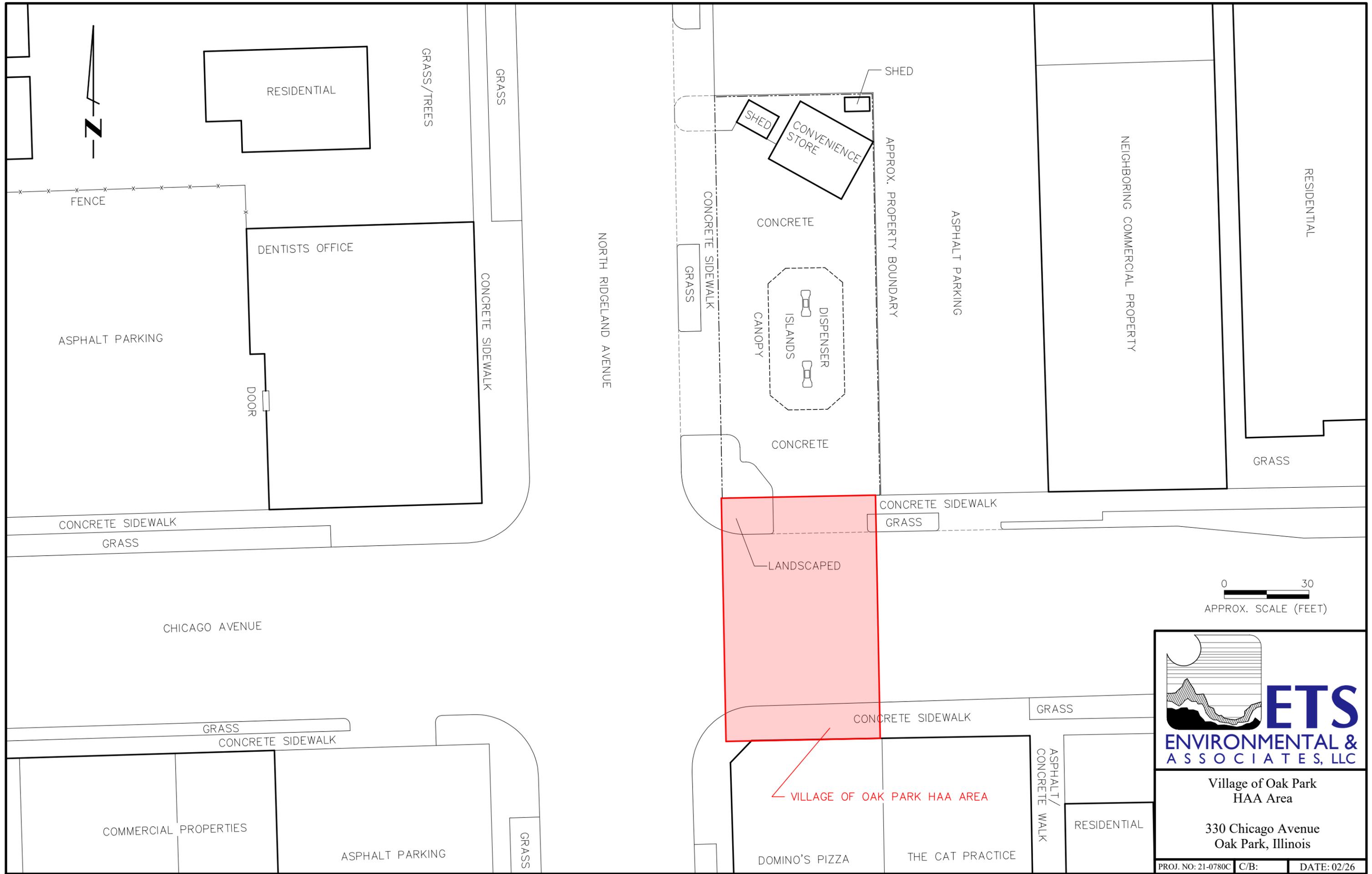
3 = Residential GW Indoor Inhalation Objectives exceeded

4 = Commercial GW Indoor Inhalation Objectives exceeded

* This site has been evaluated based on Class I Remediation Objectives



EXHIBIT C



Village of Oak Park
HAA Area

330 Chicago Avenue
Oak Park, Illinois