

This document prepared by and  
return to:

Village Attorney  
Village of Oak Park  
Law Department  
123 Madison St  
Oak Park, IL 60302

P.I.N. 16-18-206-014-0000

THE ABOVE SPACE FOR RECORDER'S USE ONLY

### **FIRST AMENDMENT TO THE LIMITED ENVIRONMENTAL INDEMNITY AGREEMENT**

This First Amendment to the Limited Environmental Indemnity Agreement (Agreement) is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Village of Oak Park ("Village") and 427 Madison, LLC, an Illinois limited liability corporation, as the Owner or Operator ("Owner") of one or more leaking underground storage tanks ("UST") located at 427 Madison Street, Oak Park, IL 60302 ("the Subject Property").

**WHEREAS**, the Subject Property is legally described in Exhibit D to the original Agreement; and

**WHEREAS**, the Village and the Owner desire to amend the agreement to release the Owner from certain obligations under the prior Limited Environmental Indemnity Agreement entered into on May 1, 2017 ("the Agreement");

**WHEREAS**, the Village and the Owner have come to mutually agreeable terms in order to secure said release.

**NOW, THEREFORE**, the parties agree as follows:

- 1. Recitals.** The above recitals are incorporated herein as if fully set forth.
- 2. Amendments:** The Agreement shall be amended as follows, striking the below language as indicated and inserting language where underlined:

**Paragraph 2** of the Agreement is amended to read as follows:

**2. Ownership of Subject Property.** ~~Stephen Mudjer, President, Second Century Enterprises, Inc.~~ 427 Madison, LLC, as owner or its authorized agent, by signing this

Agreement, represents and warrants it is the current legal owner of the Subject Property and has the authority to record this Agreement on the chain of title for the Subject Property with the Office of the Recorder of Deeds in Cook County, Illinois ("Cook County Recorder of Deeds"). The undersigned warrant they have the authority to execute this agreement on behalf the Owner.

**Paragraph 7** of the Agreement is amended to read as follows:

**7. Disruption of Engineered Barrier in the Right-of-Way.**

- a. Village Not Responsible to Maintain Engineered Barrier.** Except for the maintenance activities the Village plans for and ordinarily performs on the Right-of-Way, the Village does not agree to maintain the Right-of-Way in a condition sufficient to act as an engineered barrier, nor does it guarantee that the Right-of-Way will continue as a roadway and/or landscaped parkway. ~~Because the HAA allows the pavement in the Right of Way to be considered an engineered barrier to the Release, the Owner shall reimburse the Village for maintenance activities requested by Owner which are necessary to maintain the pavement as an engineered barrier in furtherance of the terms of the HAA, and which are not otherwise not planned by the Village as part of the Village's ordinary maintenance or planned capital improvement activities.~~
- b. Village Initiated Work in the Public Right-of-Way.** Neither the HAA, nor this Agreement shall limit the Village's authority to construct, reconstruct, repair, maintain and/or operate a right-of-way upon the property identified in Exhibit C or to allow others to do the same.
- c. Investigation, Prevention and Response to Contaminated Soil and Groundwater.** ~~If the Village or a Village contractor undertakes work on utilities, a municipal project, or while otherwise working in the Right of Way in the area described in Exhibit C, the Village will not be responsible for the costs associated with identification, testing, investigation, prevention, response to, remediation, removal, storage, handling, disposal and/or clean up the contaminated soil or groundwater ("Investigation, Response and Corrective Actions") related to the Release. The Owner shall cooperate with the Village in the Village's Investigation, Response and Corrective Actions and will sign all necessary documents and manifests for the proper transportation and disposal of such contaminated soil and/or groundwater. In addition, the Village shall not be identified at any time, in any document or manifest as the Owner/ Operator, generator or transporter of contaminated soil or groundwater attributable to the Release.~~
  - i. Work by the Village.** The Village reserves the right to conduct Investigation, Response and Corrective Actions in the Right-of-Way identified in Exhibit C and to do so as it deems appropriate. ~~The Owner shall pay the actual costs of these Investigation, Response and Corrective Actions attributable to the Release.~~

~~The Owner shall reimburse the Village or Village Affiliates for the actual incurred costs of Investigation, Response and Corrective Actions. It shall not be a defense~~

~~for Owner that those costs were not consistent with or required by Illinois Pollution Control Board, the Illinois Emergency Management Agency, the Illinois Fire Marshall, the IEPA, or the United States Environmental Protection Agency regulations, guidelines or policies, or any other applicable governmental agency or body.~~

- ~~ii. **Work by Owner/Operator.** The Village may choose to request that the Owner conduct an Investigation, Response and Corrective Actions necessary for the Village's work in advance of that work. Those activities shall be based upon a site investigation which the Owner may review or may perform, if requested to do so by the Village and shall be in accordance with all applicable laws and regulations.~~

~~The Village shall give the Owner ten days' notice prior to incurring any costs associated with an Investigation, Response and Corrective Actions unless there is an emergency or an immediate threat to the health or safety to any individual or to the public. The purpose of the notice is to give the Owner/Operator an opportunity to perform Investigation, Response and Corrective Actions at Owner's cost to the extent necessary for the Village's work. Any such Investigation, Response and Corrective Actions shall be in accordance with all applicable laws and regulations. However, the Village's failure to give this notice shall not be a violation of this Agreement and failure to give Owner this opportunity shall not be a defense to a claim by the Village for reimbursement or that the work should not have been done.~~

- iii. Contamination Presumed to Be Caused by Release.** For purposes of determining whether contaminated soil and/or groundwater results from or is caused by the Release, there is a rebuttable presumption that the contamination found in the Right-of-Way described in Exhibit C arose from the Release. The Village and the Owner shall engage in a good faith, collaborative process to give the Owner an opportunity to rebut the presumption that the contaminated soil and/or groundwater are not attributable to the Release. In the event that the parties are not able to resolve the question of whether any discovered contamination is attributable to the Release, then such dispute shall be resolved in a court of competent jurisdiction using the same rebuttable presumption that the contamination arose from the Release. The parties further agree that nothing in this Agreement or otherwise will require or obligate the Village to delay, suspend or stop any public works project.

- 3. Additional Compensation.** The Owner agrees that in exchange for this Amendment and release from the obligation to reimburse the Village for the costs previously governed by Paragraph 7 of the Agreement, the Owner shall pay to the Village the sum of thirty-thousand dollars and no cents (\$30,000.00).
- 4. Other Provisions of the Agreement to Remain in Effect.** All other terms and conditions of the Agreement shall remain in full force and effect.

- 5. Effective Date.** This Amendment shall be deemed dated and become effective on the date of its execution by the Village Manager of the Village of Oak Park.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the President and Board of Trustees Village of Oak Park have authorized and caused this Agreement to be signed by its Village Manager.

\_\_\_\_\_  
Kevin J. Jackson  
Village Manager

Date: \_\_\_\_\_

Kevin J. Jackson, personally known to me to be the Village Manager of the Village of Oak Park, appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 and signed this Agreement pursuant to authority given by the President and Board of Trustees of the Village of Oak Park as the free and voluntary act of the Village of Oak Park for the uses and purposes herein set forth.

- Notary Seal -

\_\_\_\_\_  
Notary Public

**IN WITNESS WHEREOF**, the Owner has caused this Agreement to be signed by its duly authorized representative:

BY: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of 427 Madison, LLC appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 and signed this Agreement pursuant to legal authority as his/her free and voluntary ac for the uses and purposes herein set forth.

- Notary Seal -

\_\_\_\_\_  
Notary Public