

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



1712246022

Doc# 1712246022 Fee \$122.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/02/2017 11:41 AM PG: 1 OF 43

T

THE ABOVE SPACE FOR RECORDER'S USE ONLY

LIMITED ENVIRONMENTAL INDEMNITY AGREEMENT

THIS LIMITED ENVIRONMENTAL INDEMNITY AGREEMENT (Agreement) is entered into on the 1st day of MAY, 2017, by and between the Village of Oak Park ("Village") and Second Century Enterprises, Inc. as the Owner or Operator of one or more leaking underground storage tanks (UST) located at 427 Madison Street__, Oak Park, Illinois ("the Subject Property").

WHEREAS, the Subject Property is legally described in Exhibit D; and

WHEREAS, as a result of one or more releases of contaminants from a underground storage tank ("UST") located on the Subject Property, soil and/or groundwater contamination exists on the Subject Property and in the Village owned Right-of-Way adjacent to the Subject Property which exceeds the Tier 1 residential remediation objectives set forth in 35 Ill. Admin. Code 742 ("the Release"); and

WHEREAS, the Illinois Emergency Management Agency (IEMA) has assigned incident number 972342 to the Release; and

WHEREAS, Exhibit A is a scaled map prepared by the Owner/Operator showing the site and surrounding area and delineating the current and estimated future extent of soil and groundwater contamination which exceeds the Tier 1 residential remediation objectives under 35 Ill. Admin. Code Section 742 on the Subject Property and in the Right-of-Way as a result of the Release; and

WHEREAS, Exhibit B is a table prepared by the Owner/Operator that lists each contaminant of concern that exceeds the Tier 1 residential remediation objectives, its Tier 1

residential remediation object and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded; and

WHEREAS, 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; and

WHEREAS, the Owner/Operator is pursuing corrective action on the Subject Property and in the Village owned Right-of-Way depicted on Exhibit C; and

WHEREAS, under 35 Ill. Admin. Code 742.1020, in lieu of active remediation of the contaminant-impacted soil and/or groundwater, the Owner/Operator desires to use approved risk-based, site-specific remediation objectives in the Right-of-Way; and

WHEREAS, in order to use risk based site-specific remediation objectives, the Owner/Operator has requested that the Village enter into a Highway Authority Agreement in the form prescribed by the Illinois Environmental Protection Agency, attached hereto as Exhibit E ("the HAA"); and

WHEREAS, the Village, in order to protect human health and the surrounding environment from soil, groundwater, and/or other environmental contamination, and as a condition of entering into the HAA, requires certain covenants on the part of the Owner/Operator in exchange for entering into the HAA.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The above recitals are incorporated herein as if fully set forth.
2. **Ownership of Subject Property.** Stephen Mudjer, President, Second Century Enterprises, Inc., 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").
3. **Ownership of Right-of-Way.** The Village states that it has jurisdiction over the Right-of-Way depicted in Exhibit C ("the Right-of-Way") and that it therefore has control over the soil on or below the Right-of-Way.
4. **Highway Authority Agreement.** This Agreement is intended to supplement the HAA the Owner/Operator has requested from the Village. If the Village does not enter into the HAA, or if the Illinois Environmental Protection Agency ("IEPA") does not issue a No Further Remediation ("NFR") letter for the Subject Property, this Agreement shall be null and void, and the Owner/Operator shall have no remedy against the Village.
5. **Prohibition Against Use of Groundwater.** The Village agrees that it has and will continue to prohibit by ordinance the use of groundwater as required by paragraph 8 of

the Highway Authority Agreement. This prohibition is in force by and through Village of Oak Park Ordinance Number 2011-O-107, attached hereto as Exhibit E.

6. **Maintenance of Engineered Barrier.** Paragraph 9 of the HAA and 35 Ill. Adm. Code 742.1020 require the Village to limit access by itself and others to soil that is contaminated above residential Tier 1 remediation objectives from the Release as more particularly stated therein. In order to effectuate the terms of Paragraph 9 and 35 Ill. Adm. Code Section 742.1040, the Village shall only allow access to the contaminated soil and/or groundwater if during and after any access, the public health and the environment are protected. The Village shall require applicants for a work permit in the Right-of-Way in the location described in Exhibit C to obtain a Right-of-Way obstruction permit from the Village and shall notify anyone requesting such a permit in the area depicted in Exhibit C of the existence of the HAA and this Agreement.
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/Operator shall reimburse the Village for maintenance activities requested by Owner/Operator 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/Operator 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/Operator shall pay the actual costs of these Investigation, Response and Corrective Actions attributable to the Release.

The Owner/Operator 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/Operator 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/Operator 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/Operator 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/ Operator 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/Operator'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/Operator 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/Operator shall engage in a good faith, collaborative process to give the Owner/Operator 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.

8. **Release and Waiver of Claims.** The Owner/Operator hereby releases the Village and the Village's former, current and future elected and appointed officials, officers, employees, agents, successors and assigns, contractors and other entities using the Right-of-Way under permit from the Village ("Village Affiliates") from any cause of action it may have against them for any violation of the terms of this Agreement, including but not limited to the equitable remedy of specific performance, and agrees not to seek injunctive relief of any sort. Owner/Operator further covenants not to sue the Village and the Village Affiliates and waives all remedies.
9. **Indemnification.** The Owner/Operator, on behalf of itself, its successors and assigns, at its sole cost and expense shall indemnify, defend and hold the Village and the Village Affiliates harmless from and against any demand, liability, lawsuit, cause of action, enforcement proceeding, fee, fine or any other source of loss, cost, damages, penalties, fines, injunctions, and expenses including but not limited to attorneys' and experts' fees (collectively, "Liabilities"), resulting or alleged to result from or be caused by the Release and/or arising under or relating to any Investigation, Response and Corrective Actions. The Owner/Operator shall not settle or compromise any such Liabilities without the Village's or Village Affiliates' prior written consent, which consent shall not be unreasonably withheld. The parties are aware of 42 U.S.C. §9607(e), and specifically agree that the Village and the Village Affiliates are not liable for a release or threat of release of the contaminants identified on Exhibit B from the area described in Exhibit C. The Owner/ Operator waives any rights it may otherwise have to assert that such statute does not permit, or renders invalid, the waivers or indemnity provisions contained in this Agreement.
10. **Owner/Operator to Provide Defense of Claims.** The Owner/Operator shall assume the expense of defending all Liabilities to be indemnified under this Agreement. In the event that the Village and/or any of the Village Affiliates is/are named as a defendant(s) or respondents in any proceeding to which they are entitled to be indemnified under this Agreement, the Village and/or any of the Village Affiliates shall have the right to choose the attorney(s) to represent them in that proceeding, and the reasonable costs, expenses and fees associated with said attorney(s) in relation to the defending against the proceeding shall be paid by Owner/Operator pursuant to paragraph 9 above.
11. **Owner/Operator to Pay Final Judgments.** The Owner/Operator shall pay, promptly upon entry, any non-appealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this Agreement.
12. **Enforcement of this Agreement.** If the Owner/Operator fails to indemnify, defend or reimburse the Village for the matters set forth herein, the Village shall have the option to render this Agreement and the associated HAA null and void and immediately terminate this Agreement pursuant to the notice provisions contained in paragraph 20 below. In

addition, the Village shall have such other remedies as may be available to the Village by law.

13. **Books and Records.** If requested by the Village, the Owner/Operator shall immediately deliver to the Village any and all records, documents (including writings, drawings, graphs, charges, photographs, and other data compilations from which information can be obtained, translated if necessary into reasonably usable form), or reports of any kind (including all written, printed, recorded or graphic matter however produced or reproduced and all copies, drafts and versions thereof not identical in each respect to the original) which relate to environmental matters and/or conditions associated with the property identified in Exhibit C (including the groundwater thereunder), including but not limited to written reports or a site assessment, environmental audits, soil test reports, water test reports, laboratory analysis and documents, reports or writings relating or referring to the Subject Property and Right-of-Way identified in Exhibit C, provided, however, that nothing in this paragraph shall require the Owner/Operator to deliver to the Village those communications and documents that are encompassed by the attorney-client privilege and/or the attorney work product doctrine.
14. **Binding Effect.** This Limited Environmental Indemnity Agreement ("Agreement") is not binding upon the Village until it is executed by the Village Manager following authorization to do so by Resolution of the President and Board of Trustees of the Village. Prior to execution, this Agreement constitutes an offer by the Owner/Operator. This Agreement is binding on the Owner/Operator, their successors and assigns, upon being signed by the Owner/Operator's authorized representatives.
15. **Governing Law and Severability.** This Agreement has been made and delivered in the State of Illinois and concerns property and laws in the State of Illinois. It shall be construed according to and governed by the internal laws of the State of Illinois without regard to its conflict of law rules. If any provision hereof shall be held invalid, prohibited or unenforceable under any applicable laws of any applicable jurisdiction, such invalidity, prohibition or unenforceability shall be limited to such provision and shall not affect or invalidate the other provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction, and to that extent, the provisions hereof are severable. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.
16. **Non-Waiver.** Failure of the Village to require performance of any provision of this Agreement shall not affect the Village's right to require full performance thereof at any time thereafter, and the waiver by the Village of a breach of any provision of this Agreement shall not constitute or be deemed to be a waiver of a similar breach in the future, or any other breach, or nullify the effectiveness of such provisions of this Agreement. The rights and remedies of the Village of this Agreement are cumulative. The exercise or use of any one or more thereof shall not bar the Village from the exercise or use of any right or remedy provided herein or otherwise provided by law, nor shall the exercise or use of any right or remedy by the Village waive any other right or remedy.

17. **Recording of Agreement.** The Owner/Operator shall record this Limited Environmental Indemnity Agreement including all attachments in the office of the Cook County Recorder of Deeds together with the HAA and all their respective attachments. Upon recordation thereof, the covenants, conditions and requirements in this Agreement shall be binding upon the current Owner/Operator, occupants, and all heirs, successors, assigns, and lessees and shall be deemed covenants which shall run with the land in perpetuity or until terminated by a Release signed by the Village Manager following authorization to do so by Resolution of the President and Board of Trustees of the Village and recorded with the Cook County Recorder of Deeds. The Owner/Operator specifically represents and warrants that it is the legal titleholder of the Subject Property and that title to the Subject Property will not be transferred to any other persons or entity until this Limited Environmental Indemnity Agreement has been first recorded with the Cook County Recorder of Deeds.
18. **Lien on Subject Property.** This Limited Environmental Indemnity Agreement shall constitute a lien on the Subject Property for the payment of all sums due the Village under the terms hereof as well as for the performance of all other covenants, conditions and obligations required of the Owner/Operator. In the event the Owner/Operator or any subsequent Owner/Operator of the Subject Property fails to pay the amounts owed to the Village under this Agreement in its entirety or fails to meet its other covenants, conditions and obligations hereunder, any such unpaid amount or expenses incurred by the Village shall accrue interest at the rate of nine percent (9%) annually until paid, and the Village shall be entitled to foreclose this lien against the Subject Property, for said unpaid amount in the same manner as provided by law for the foreclosure of mortgages. The lien created pursuant to this Agreement shall be superior to any subsequent liens or encumbrances which may attach to the Subject Property, except real estate taxes, and the lien of any future mortgage, encumbrance or evidence of indebtedness shall be subject and subordinate to the lien created pursuant to this Agreement. The Village shall be entitled to all fees (including reasonable attorney's fees) and expenses incurred in connection with recording such a lien and foreclosing on the same. In the event of a default in any payment to the Village, in addition to the remedy of foreclosure of this lien, the Village shall have all other rights and remedies against the Owner/Operator or any subsequent Owner/Operator of the Subject Property for the collection of said monies. The payment of the sums of money to be paid hereunder shall be the obligation of the Owner/Operator and any successors in title to the Subject Property, and no conveyance of the Subject Property shall relieve the Owner/ Operator, or any subsequent owner/operator, of said obligation.
19. **Amendments.** This Agreement may not be amended, modified, revised, supplemented or restated except by a writing signed by each of the parties hereto. In construing this Agreement or determining the rights of the parties hereunder, no party shall be deemed to have drafted or created this Agreement or any portion thereof.
20. **Notices.** Any notice required or permitted to be given to either party shall be deemed to be received by such party (i) three days after deposit in the U.S. Mail by certified mail, return receipt requested, or (ii) one business day after deposit with a nationally

recognized overnight delivery service guaranteeing next business day delivery, or (iii) upon personal delivery to the Party to whom addressed provided that a receipt of such delivery is obtained, or (iv) on the same business day as transmitted and confirmed by a return receipt. Written notice and other communications relating to this agreement directed to the Village shall be sent to:

Village Engineer
Village of Oak Park
201 South Boulevard
Oak Park, IL 60302

With a copy to:
Village Attorney
Village of Oak Park
123 Madison St.
Oak Park, IL 60302

Written notice directed to the Owner/Operator shall be sent to the individual listed with the Cook County Treasurer as the recipient of property tax bills on the Subject Property.

21. **Execution of Agreement by Owner/Operator.** The Owner/Operator represents that it has read this Agreement and by signing this Agreement, acknowledges that it understands all the words, intentions and provisions of this Agreement, as well as the rights, duties, obligations and limitations of the same as provided for herein. The Owner/Operator further represents that it understands that this is a legal document and that it has had an opportunity to have an attorney review the document before signing it. The executing representatives of the parties to this Agreement represent and certify that they are fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind that party to it.
22. **Captions and Paragraph Headings.** Captions and paragraph headings are for convenience only and shall not be used in construing this Agreement.
23. **Effective Date.** This Agreement shall not be effective until the IEPA issues a NFR letter for this Release and the Agreement is executed 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.

Cara Pavlicek
Cara Pavlicek
Village Manager

Date: 4/20/17

Cara Pavlicek, personally known to me to be the Village Manager of the Village of Oak Park, appeared before me this _____ day of _____, 2017 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.

REVIEWED AND APPROVED
AS TO FORM

PdL. [Signature]
APR 11 2017
LAW DEPARTMENT

- Notary Seal -

Notary Public

IN WITNESS WHEREOF, Owner/Operator has caused this Agreement to be signed by its duly authorized representative.

BY: [Signature]
Stephen J. Madjica

Date: 5-1-17

personally known to me to be the individual appeared before me this 1st day of May, 2017 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

[Signature]
Notary Public

COOK COUNTY
RECORDER OF DEEDS

Exhibit: A

COOK COUNTY
RECORDER OF DEEDS

DRAWING SOURCE:
 ALTA/ACSM Plat of Survey dated November 24, 2004 prepared by
 Michael J. Hasek, Illinois Professional Land Surveyor #3191, 1535
 Fieldcrest Drive, West Chicago, Illinois

LEGAL DESCRIPTION:
 LOT 1 IN BLOCK 8 IN SUBDIVISION OF BLOCKS 7 AND 8 OF
 ST. GUNDERSON AND SONS ADDITION TO OAK PARK, A
 SUBDIVISION OF THE EAST 1/2 OF BLOCK 4 IN B.F. JERVIS'S
 SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE
 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
 COUNTY, ILLINOIS.

Containing 6.3786 Square Feet or 0.160 Acres

PROPERTY INDEX NUMBER (PIN):
 15-18-205-01-0000

UTILITY LOCATIONS:

Utilities are as located by J.U.L.I.E. Village of Oak Park and/or as
 observed by the engineer in the field.

- Utility Key:**
 ---S--- Indicates Combined Storm/Sanitary Sewer Location
 ---W--- Indicates Water Supply Line Location
 ---G--- Indicates Natural Gas Supply Line Location
 ---CV--- Indicates Cable Vault Location

TANK CHART:

TANK #1 6,000 Gallon Gasoline UST .. Removed 04/01/1990
 TANK #2 6,000 Gallon Gasoline UST .. Removed 04/01/1990
 Tanks #1 & #2 are associated with LUST Incident #901086
 TANK #3 12,000 Gallon Gasoline UST .. Removed 10/23/2014
 TANK #4 12,000 Gallon Gasoline UST .. Removed 10/23/2014
 Tanks #3 & #4 are associated with LUST Incident #20050027
 NOTE: Tanks #1 & #2 were located in the same approximate
 location as Tanks #3 & #4

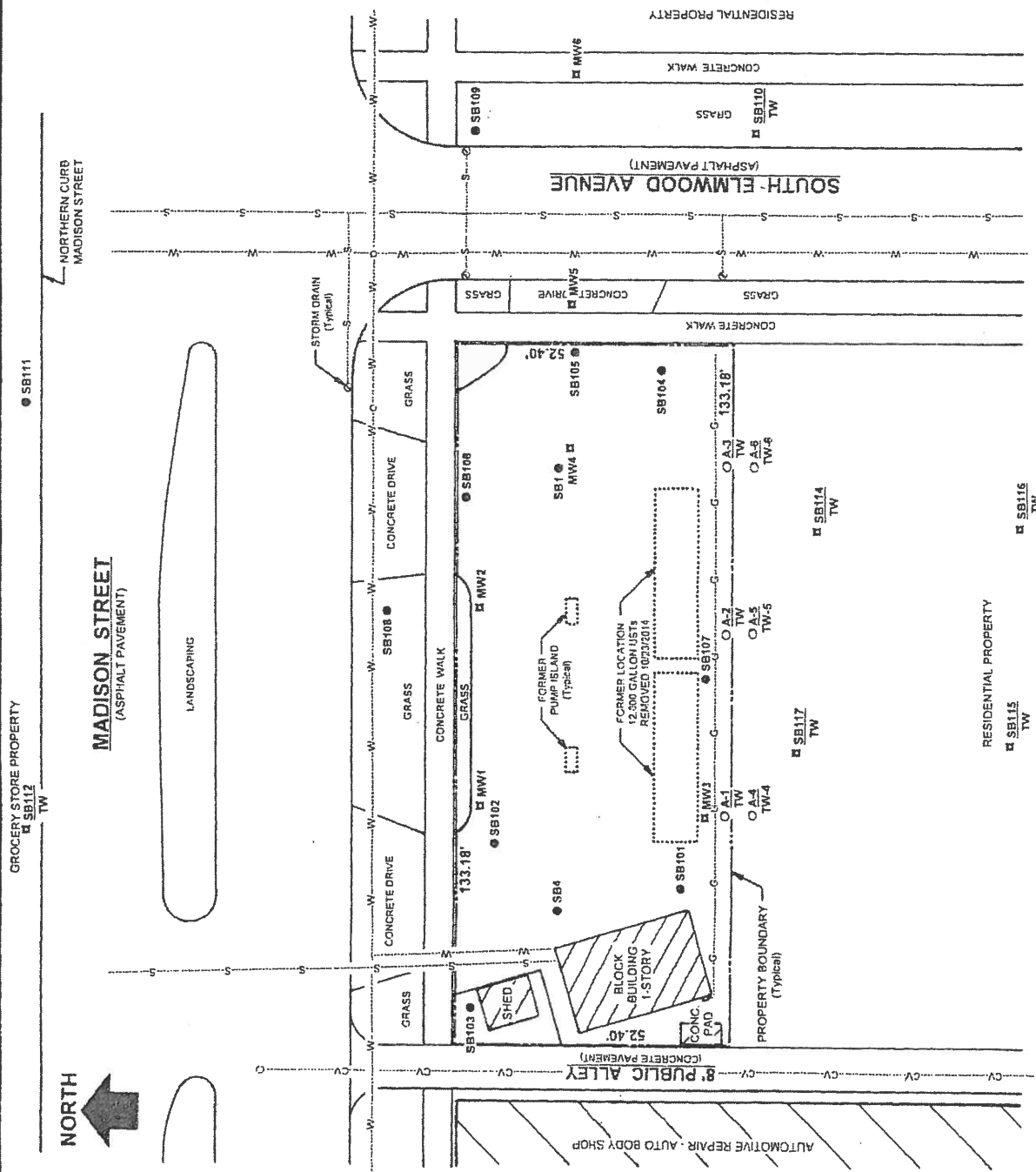
SCALE:
 20 10 0 10 20 40
 1-Inch = 20-Feet

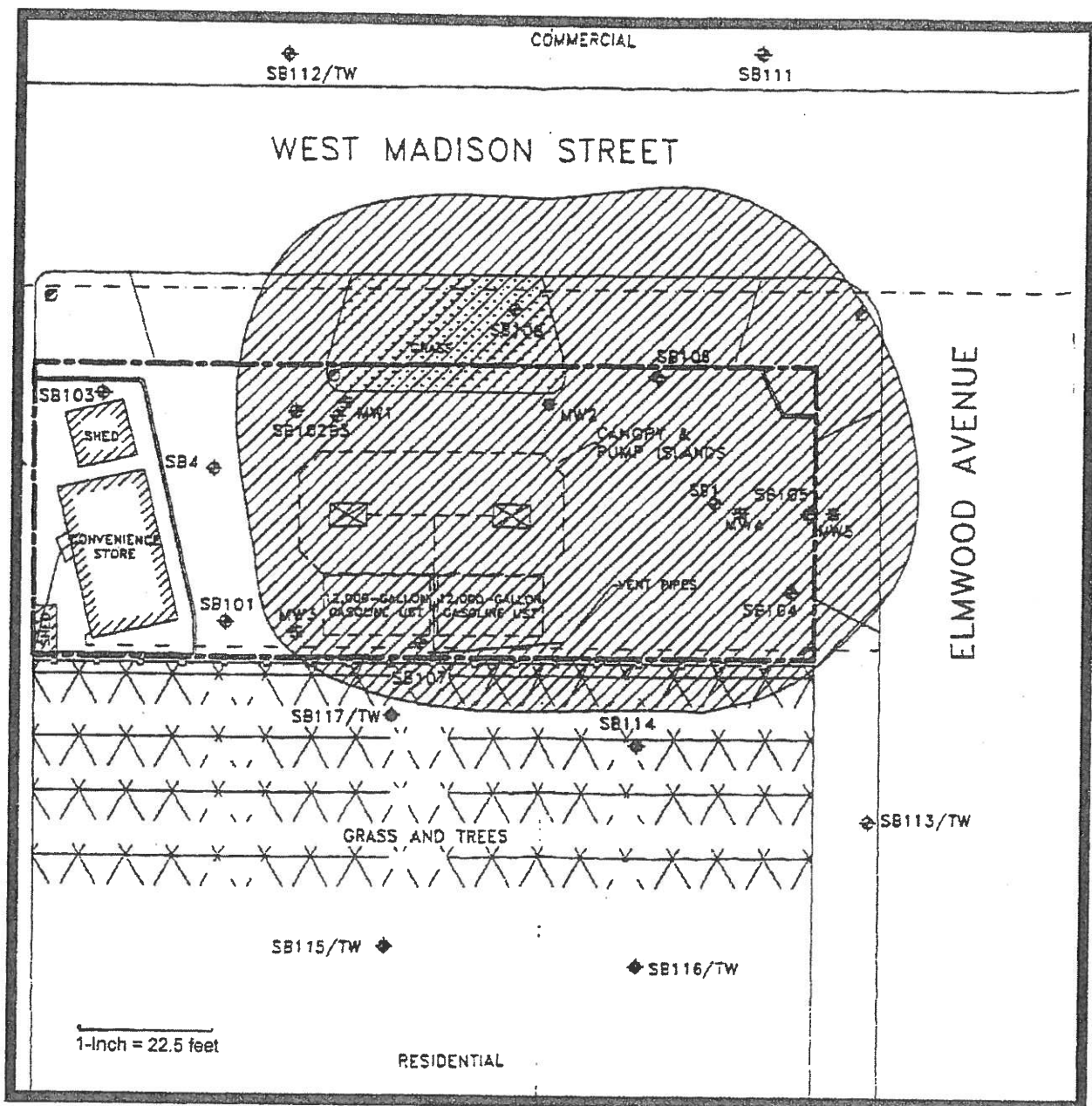
BORING KEY:

- SB110 Indicates Soil Boring SB110 Location
- TW Indicates Temporary Monitoring Well Installed
- MW1 Indicates Groundwater Monitoring Well MW1 Location
- SB101 Indicates Soil Boring SB101 Location
- OA-1 Indicates Soil Boring OA-1 Location
- TW-1 Indicates Temporary Well TW-1 Location

FIGURE 5
INVESTIGATIVE SOIL BORING AND
GW MONITORING WELL LOCATIONS

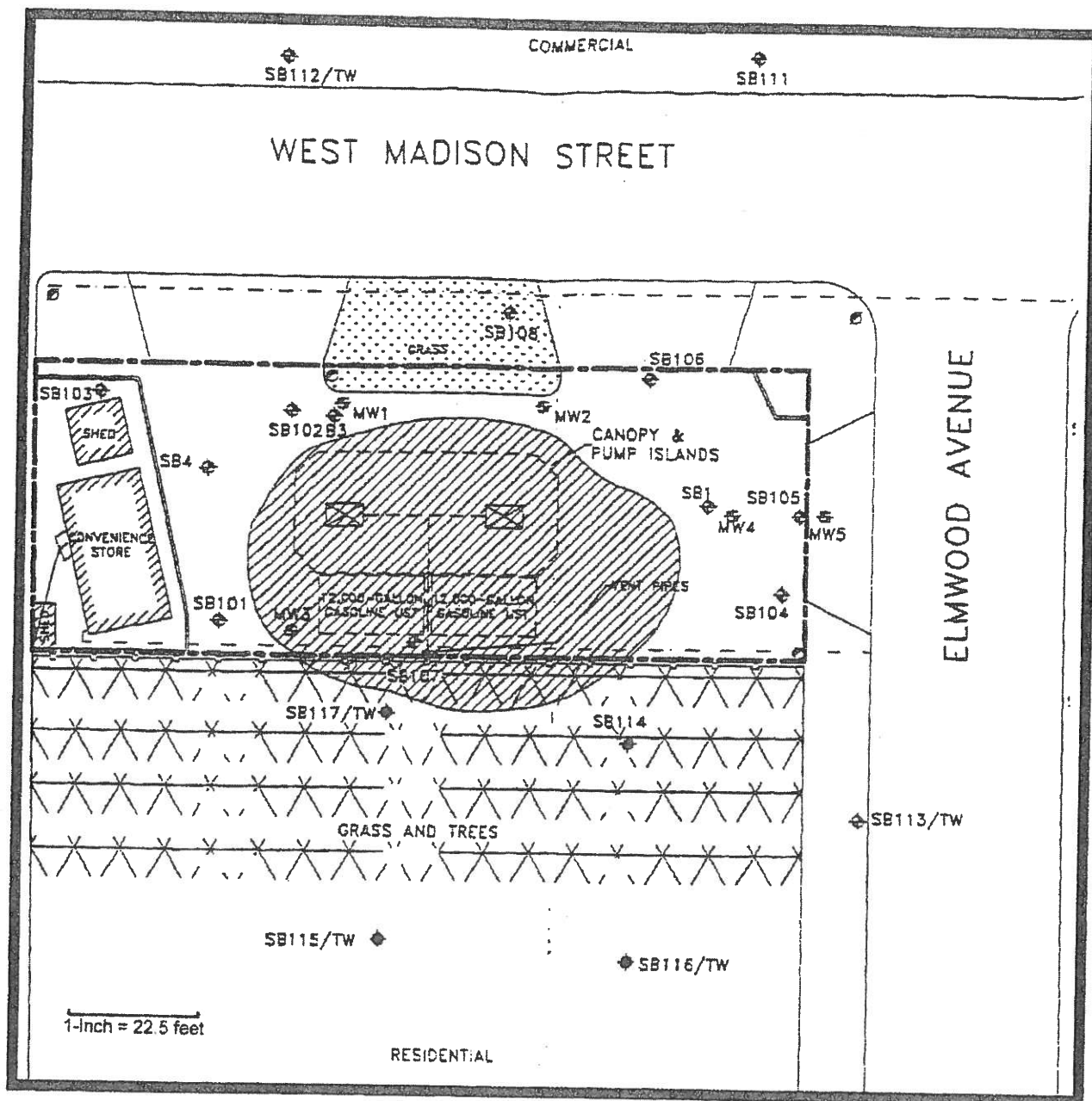
Second Century Enterprises, Inc.
 427 Madison Street
 Oak Park, Illinois 60302
 LUST Incident #801088 & 20050027
 Adept Environmental Solutions, Inc.





Drawing Source:
Environmental Protection Industries
16650 South Canal Street
South Holland, Illinois 60473

Extent of Soil Contamination
Gas Station Property
427 West Madison Street
Oak Park, Illinois 60302
Adept Environmental Solutions, Inc.



Drawing Source:
Environmental Protection Industries
16650 South Canal Street
South Holland, Illinois 60473

Extent of Groundwater Contamination

Gas Station Property

427 West Madison Street
Oak Park, Illinois 60302

Adept Environmental Solutions, Inc.

COOK COUNTY
RECORDER OF DEEDS

Exhibit: B

COOK COUNTY
RECORDER OF DEEDS

Reference Corrective Action Plan dated January 10, 2007

Page 1 of 2

SOIL

SOIL

			Chemical Name	Benzene	Toluene	Ethylbenzene	Xylenes (Total)	MTBE	
Exposure Values*	Residential	Class I	12	16000	7800	16000	780		Pass
		Class II	0.8	650	400	320	8800		
	Industrial/Commercial	100	410000	200000	410000	20000			
		Class III	1.6	650	400	320	8800		
	Construction Worker	2300	410000	20000	41000	2000			
		Class IV	2.2	42	58	5.6	140		
	Soil Component GW Ingestion Route	Class I	0.01	0.01	0.01	0.01	0.01		
Class II		0.12	0.01	0.01	0.01	0.01			

Sample	Date	Depth	Analysis Results					
SB-1	01/07/05	4'-6'	ND	ND	ND	ND	ND	Pass
SB-4	01/07/05	6'-8'	ND	ND	ND	ND	ND	Pass
SB-101	11/11/05	4'-6'	ND	ND	ND	ND	ND	Pass
SB-101	11/11/05	8'-10'	ND	ND	ND	ND	ND	Pass
SB-102	09/01/05	4'-6'	ND	ND	ND	ND	ND	Pass
SB-102	09/01/05	12'-14'	ND	ND	ND	ND	ND	Pass
SB-103	11/11/05	4'-6'	ND	ND	ND	ND	ND	Pass
SB-103	11/11/05	10'-12'	ND	ND	ND	ND	ND	Pass
SB-104	11/11/05	4'-6'	ND	ND	ND	ND	ND	Pass
SB-104	11/11/05	6'-8'	ND	ND	ND	ND	ND	Pass
SB-105	09/01/05	4'-6'	ND	ND	ND	ND	ND	Pass
SB-105	09/01/05	12'-14'	ND	ND	ND	ND	ND	Pass
SB-106	09/01/05	4'-6'	ND	ND	ND	ND	ND	Pass
SB-106	09/01/05	12'-14'	ND	ND	ND	ND	ND	Pass
SB-107	09/01/05	6'-8'	ND	ND	ND	ND	ND	Pass
SB-107	09/01/05	12'-14'	ND	ND	ND	ND	ND	Pass
SB-108	09/01/05	6'-8'	ND	ND	ND	ND	ND	Pass
SB-108	09/01/05	12'-14'	ND	ND	ND	ND	ND	Pass

* Illinois Environmental Protection Agency (IEPA) - 35 Illinois Administrative Code Part 742 - Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives

Results are in parts per million (ppm) (mg/Kg) unless otherwise noted NA= Not Analyzed

Route Values Highlighted in BLUE indicate the most stringent TACO Objective.

Page 2 of 2

Exposure Values*		Chemical Name	Benzene	Toluene	Ethylbenzene	Xylenes (Total)	MTBE	Pass -
Exposure Values*	Residential	Ingestion	12	16000	7800	18000	780	
		Inhalation	0.8	650	400	320	8800	
	Industrial/Commercial	Ingestion	100	410000	200000	410000	20000	
		Inhalation	1.6	650	400	320	8800	
	Construction Worker	Ingestion	2300	410000	20000	41000	2000	
		Inhalation	2.2	42	58	5.6	140	
	Soil Component GW Ingestion Route	Class I	0.05	12	15	150	0.52	
		Class II	0.17	42	58	150	0.52	
		Class III	0.52	120	160	400	1.57	

Sample	Date	Depth	Analysis Results				Pass	
B-16	08/27/98	3'-6"	ND	ND	ND	ND	NA	Pass
B-18	08/27/98	2'-4"	ND	0.0070	ND	ND	NA	Pass
B-19	08/27/98	6'-8"	ND	ND	ND	ND	NA	Pass
B-20	08/27/98	6'-8"	ND	ND	ND	ND	NA	Pass
B-21	09/18/98	12'-14'	ND	ND	ND	ND	NA	Pass
B-22	09/18/98	6'-8"	ND	ND	ND	ND	NA	Pass
B-23	09/18/98	2'-4"	ND	0.0017	ND	0.0014	NA	Pass
B-24	09/18/98	0'-2'	13.6000	276.0000	150.0000	524.0000	NA	
B-1A	07/20/01	3'-6"	0.0000	ND	2.8000	2.2000	NA	
B-2A	07/20/01	6'-9"	11.0000	0.6900	14.0000	7.3000	NA	
B-4A	07/20/01	6'-9"	3.4000	0.4400	20.0000	15.1000	NA	
B-5A	07/20/01	6'-8"	0.5000	ND	10.0000	3.5000	NA	
B-7A	07/20/01	3'-6"	0.0000	2.1000	27.0000	15.6000	NA	

* Illinois Environmental Protection Agency (IEPA) - 35 Illinois Administrative Code Part 742 - Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives
Results are in parts per million (ppm) (mg/Kg) unless otherwise noted

Route Values Highlighted in BLUE indicate the most stringent TACO Objective

Legend: Blue = IEPA Tier 1 TACO Objective

ENVIRONMENTAL PROTECTION INDUSTRIES

Reference Corrective Action Plan dated January 10, 2005

GROUNDWATER		Groundwater Objectives*		Groundwater Sample Designation and Analysis Results			
Chemical Name	Class I			Class II	MW-1	MW-2	MW-3
	BTEX						
Benzene	0.005	0.025	ND	ND	0.006	ND	
Toluene	1	2.5	ND	ND	0.00643	ND	
Ethylbenzene	0.7	1	ND	ND	0.691	ND	
Xylenes (Total)	10	10	ND	ND	0.201	ND	
MTBE							
Methyl Tertiary Butyl Ether	0.01	0.01	ND	ND	0.00725	0.006	
PASS / **							

* Illinois Environmental Protection Agency (IEPA) - 35 Illinois Administrative Code Part 742 - Tiered Approach to Corrective Action

Groundwater Component of the Groundwater Ingestion Route

Results are in parts per million (ppm) (mg/Kg) unless otherwise noted

ND = Not Detected at or above the specified laboratory reporting limit

Date
Sampled
11/11/05

SOIL

SOIL

		Chemical Name	Benzene	Toluene	Ethylbenzene	Xylenes (Total)	MTBE	
Exposure Values*	Residential	Ingestion	12	16000	7800	16000	780	Pass
		Inhalation	0.8	650	400	320	8800	
	Industrial/Commercial	Ingestion	100	410000	200000	410000	20000	
		Inhalation	1.6	650	400	320	8800	
	Construction Worker	Ingestion	2300	410000	20000	41000	2000	
		Inhalation	2.2	42	58	5.6	140	
	Soil Component GW Ingestion Route	Class I	0.03	0.03	0.03	0.03	0.03	
		Class II	0.17	0.17	0.17	0.17	0.17	

Sample	Date	Depth	Analysis Results					
A-1-1	11/14/16	2.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-1-2	11/14/16	7.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-1-3	11/14/16	12.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-2-1	11/14/16	2.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-2-2	11/14/16	8.0'	<0.005	<0.500	<0.005	<0.005	<0.320	Pass
A-2-3	11/14/16	12.0'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-3-1	11/14/16	2.5'	<0.005	0.0051	<0.005	<0.005	<0.005	Pass
A-3-2	11/14/16	7.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-3-3	11/14/16	12.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-4-1	11/14/16	2.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-4-2	11/14/16	7.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-4-3	11/14/16	12.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-5-1	11/14/16	2.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-5-2	11/14/16	7.5'	<0.005	<0.005	0.1090	0.0883	<0.005	Pass
A-5-3	11/14/16	12.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-6-1	11/14/16	2.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-6-2	11/14/16	7.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-6-3	11/14/16	12.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass

* Illinois Environmental Protection Agency (IEPA) - 35 Illinois Administrative Code Part 742 - Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives

Results are in parts per million (ppm) (mg/Kg) unless otherwise noted

Route Values Highlighted in BLUE indicate the most stringent TACO Objective

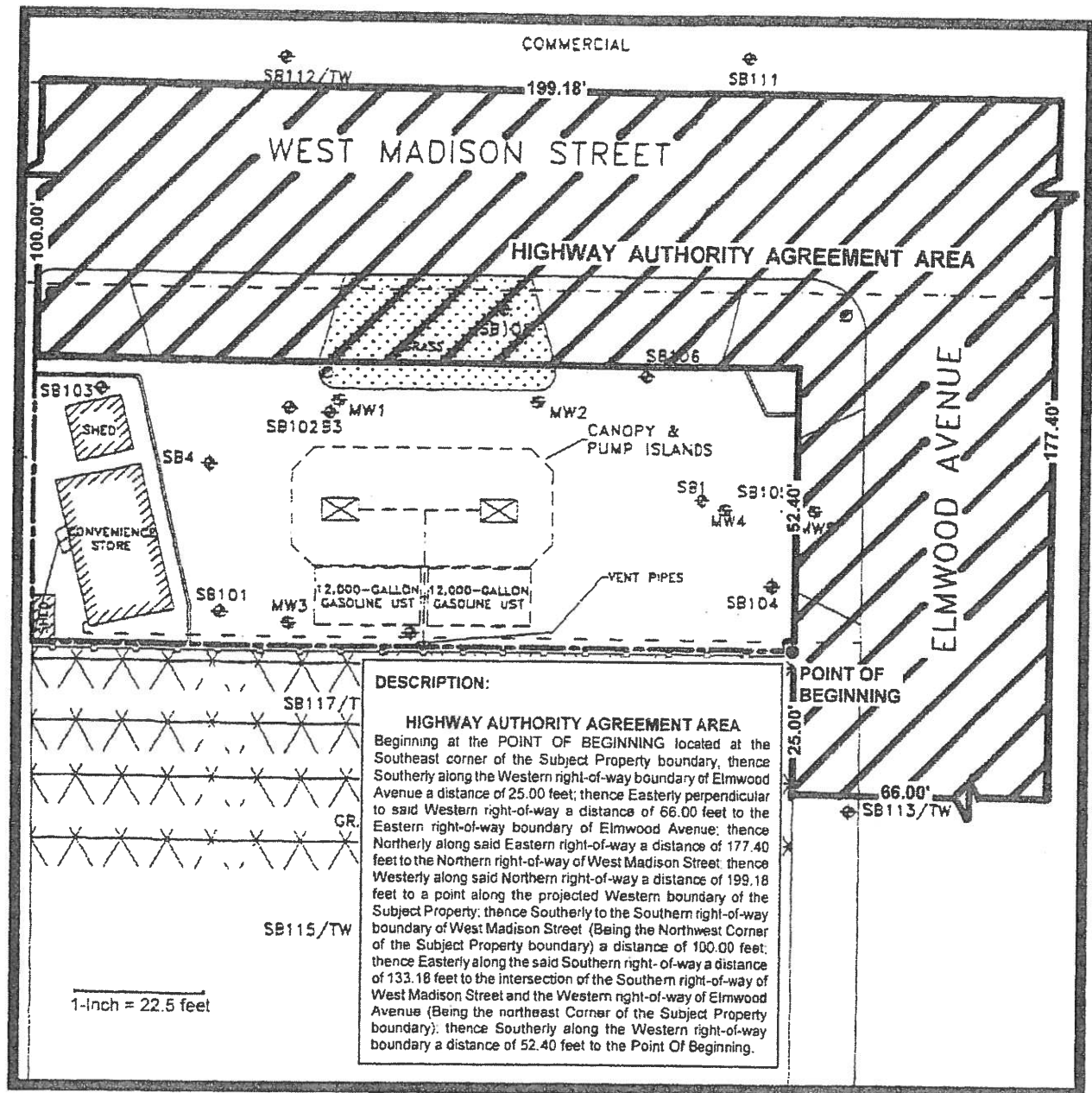
ADEPT ENVIRONMENTAL SOLUTIONS, INC.

Groundwater Sample Designation and Analysis Results																
GROUNDWATER	Chemical Name	Groundwater Objectives*														
		Class I	Class II	TW-1	TW-2	TW-3	TW-4	TW-5	TW-6	MW-1	MW-3	MW-5				
APEX																
	Benzene	0.005	0.025	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
	Toluene	1	2.5	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
	Ethylbenzene	0.7	1	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	0.0114	0.0114
	Xylenes (Total)	10	10	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	0.0274	0.0274
MTBE																
	Methyl Tertiary Butyl Ether	0.07	0.07	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	0.0230	<0.005	<0.005	<0.005	<0.005
				PASS / **	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
* Illinois Environmental Protection Agency (IEPA) - 35 Illinois Administrative Code Part 742 - Tiered Approach to Corrective Action Objectives (TACO)																
Groundwater Component of the Groundwater Ingestion Route																
Results are in parts per million (ppm) (mg/Kg) unless otherwise noted																
ND = Not Detected at or above the specified laboratory reporting limit																
PASS = Sample Result is less than (or equal to) the specified laboratory reporting limit																
FAIL = Sample Result is greater than the specified laboratory reporting limit																
Date Sampled 11/29/16																

COOK COUNTY
RECORDER OF DEEDS

Exhibit: C

COOK COUNTY
RECORDER OF DEEDS



Drawing Source:
Environmental Protection Industries
16650 South Canal Street
South Holland, Illinois 60473

Highway Authority Agreement Area

Gas Station Property

427 West Madison Street
Oak Park, Illinois 60302

Adept Environmental Solutions, Inc.

COOK COUNTY
RECORDER OF DEEDS

Exhibit: D

COOK COUNTY
RECORDER OF DEEDS

LEGAL DESCRIPTION:

LOT 1 IN BLOCK 8 IN SUBDIVISION OF BLOCKS 7 AND 8 OF S. T. GUNDERSON AND SONS ADDITION TO OAK PARK, A SUBDIVISION OF THE EAST ½ OF BLOCK 4 IN B. F. JERVIS'S SUBDIVISION, IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Containing: 6978.6 Square Feet or 0.160 Acres

Commonly Addressed as: 427 West Madison Street

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

LEGAL DESCRIPTION

Gas Station Property

427 West Madison Street
Oak Park, Illinois 60302

Adept Environmental Solutions, Inc.

COOK COUNTY
RECORDER OF DEEDS

Exhibit: E

COOK COUNTY
RECORDER OF DEEDS

ORDINANCE

**AN ORDINANCE APPROVING A HIGHWAY AUTHORITY AGREEMENT
AND AN ENVIRONMENTAL INDEMNITY AGREEMENT BETWEEN SECOND CENTURY
ENTERPRISES, INC. AND THE VILLAGE OF OAK PARK FOR THE PROPERTY LOCATED AT 427
MADISON STREET AND AUTHORIZING THEIR EXECUTION**

WHEREAS, Second Century Enterprises, Inc. ("Owner") is the record title owner of a parcel of real property commonly known as 427 Madison Street, Oak Park, Illinois ("Property"); and

WHEREAS, as a result of a release at the Property, soil impacts have occurred beneath the Property and the adjacent alley right-of-way thereto ("Right-of-Way"); and

WHEREAS, the Owner has initiated a corrective action program, in cooperation with the Illinois Environmental Protection Agency ("IEPA"), to remediate the contaminated soil impacts beneath the Property and the adjacent right-of-way; and

WHEREAS, to complete the corrective action program in compliance with IEPA regulations, the Owner has requested that the Village enter into a Highway Authority Agreement, attached hereto and incorporated herein by reference, to limit access to soil within the Right-of-Way; and

WHEREAS, the Board of Trustees has determined that it will serve and be in the best interest of the Village to enter into the Highway Authority Agreement.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois, in the exercise of their home rule powers, as follows:

Section 1. Recitals Incorporated. The above recitals are incorporated herein in this Section 1 as though fully set forth.

Section 2. Approval of Highway Authority Agreement. The Highway Authority Agreement between the Owner and the Village is hereby approved in substantially the form attached.

Section 3. Execution of Highway Authority Agreement. The Village Manager is authorized and directed to execute the Highway Authority Agreement on behalf of the Village and any and all other documents necessary to effectuate the purposes of the Agreement.

Section 4. Approval of Environmental Indemnity Agreement. The Environmental Indemnity Agreement between the Owner and the Village is hereby approved in substantially the form attached.

Section 5. Execution of Environmental Indemnity Agreement. The Village Manager is authorized and directed to execute the Environmental Indemnity Agreement on behalf of the Village and any and all other documents necessary to effectuate the purposes of the Agreement.

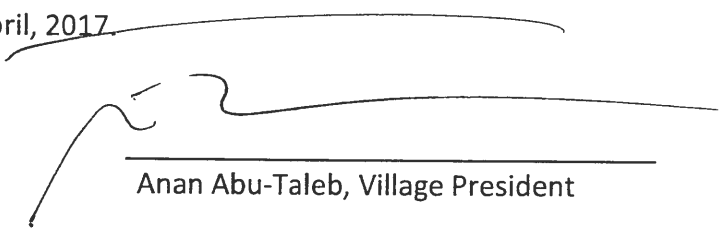
Section 6. Severability and Repeal of Inconsistent Ordinances, Resolutions and Motions. If any section, paragraph, clause or provisions of this Resolution shall be invalid, said invalidity shall not affect any other provision of this Resolution. All ordinances, resolutions or adopted motions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Effective Date. This Ordinance shall be in full force and effect after its approval, passage and publication as provided by law.

ADOPTED this 17th day of April, 2017, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	X			
Trustee Barber	X			
Trustee Brewer	X			
Trustee Button Ott	X			
Trustee Lueck	X			
Trustee Taglia	X			
Trustee Tucker				X

APPROVED this 17th day of April, 2017.


Anan Abu-Taleb, Village President

ATTEST


Teresa Powell, Village Clerk

Published in pamphlet form this 17th day of April, 2017.


Teresa Powell, Village Clerk



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 1st day of May, 2017 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Second Century Enterprises, 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, Property Owner is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 427 Madison Street, Oak Park, Illinois 60302 ("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 _____ from the above referenced USTs
contaminants ("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) 901088/20050027 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

Property Owner or Owner/Operator

Name Second Century Enterprises, Inc.

Address 6540 West Roosevelt Road

City Oak Park

State Illinois

Zip Code 60302

Village of Oak Park

(Contact at Highway Authority)

Address 123 Madison Street

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.

Date:

4/20/17

[NAME OF LOCAL GOVERNMENT]

By:

Cara Pavlicek

Its:

Cara Pavlicek, Village Manager

Date:

5-1-17

Property Owner or Owner/Operator

By:

[Signature]

Title

REVIEWED AND APPROVED
ASTO FORM

APR 18 2017

LAW DEPARTMENT

COOK COUNTY
RECORDER OF DEEDS

• Exhibit: A

COOK COUNTY
RECORDER OF DEEDS

DRAWING SOURCE:
ALTA/GCSM Plat of Survey dated November 24, 2004 prepared by
Mistafa I. Hassan, Illinois Professional Land Surveyor #1191, 1535
Fieldcrest Drive, West Chicago, Illinois

LEGAL DESCRIPTION:
LOT 1, IN BLOCK 8 IN SUBDIVISION OF BLOCKS 7 AND 8 OF
S.T. GUNDERSON AND SONS ADDITION TO OAK PARK, A
SUBDIVISION OF THE EAST 1/2 OF BLOCK 4 IN B.F. JERVIS'S
SUBDIVISION, IN SECTION 18, TOWNSHIP 39 NORTH, RANGE
13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

Containing 6,978.6 Square Feet or 0.160 Acres

PROPERTY INDEX NUMBER (PIN):
15-18-205-014-0000

UTILITY LOCATIONS:
Utilities are as located by J.U.I.E. Village of Oak Park and/or as
observed by the engineer in the field

Utility Key:
---S--- Indicates Combined Storm/Sanitary Sewer Location
---W--- Indicates Water Supply Line Location
---G--- Indicates Natural Gas Supply Line Location
---CV--- Indicates Cable Vault Location

TANK CHART:
TANK #1 5,000 Gallon Gasoline UST .. Removed 04/01/1990
TANK #2 5,000 Gallon Gasoline UST .. Removed 04/01/1990
Tanks #1 & #2 are associated with LUST Incident #931085
TANK #3 12,000 Gallon Gasoline UST .. Removed 10/23/2014
TANK #4 12,000 Gallon Gasoline UST .. Removed 10/23/2014
Tanks #3 & #4 are associated with LUST Incident #2050027
NOTE: Tanks #1 & #2 were located in the same approximate
location as Tanks #3 & #4.

SCALE: 0 10 20 40
1-Inch = 20-Feet

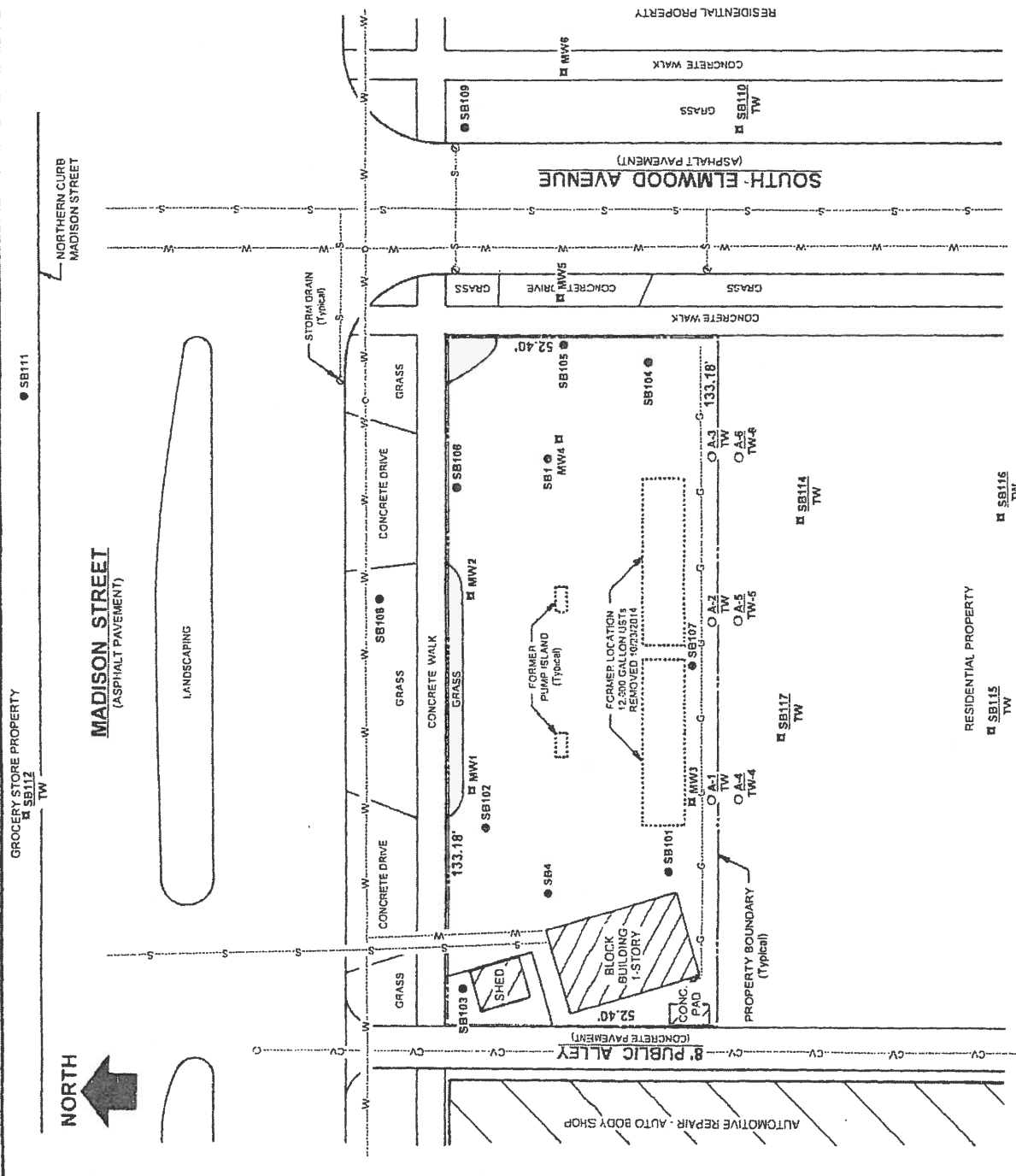
BORING KEY:

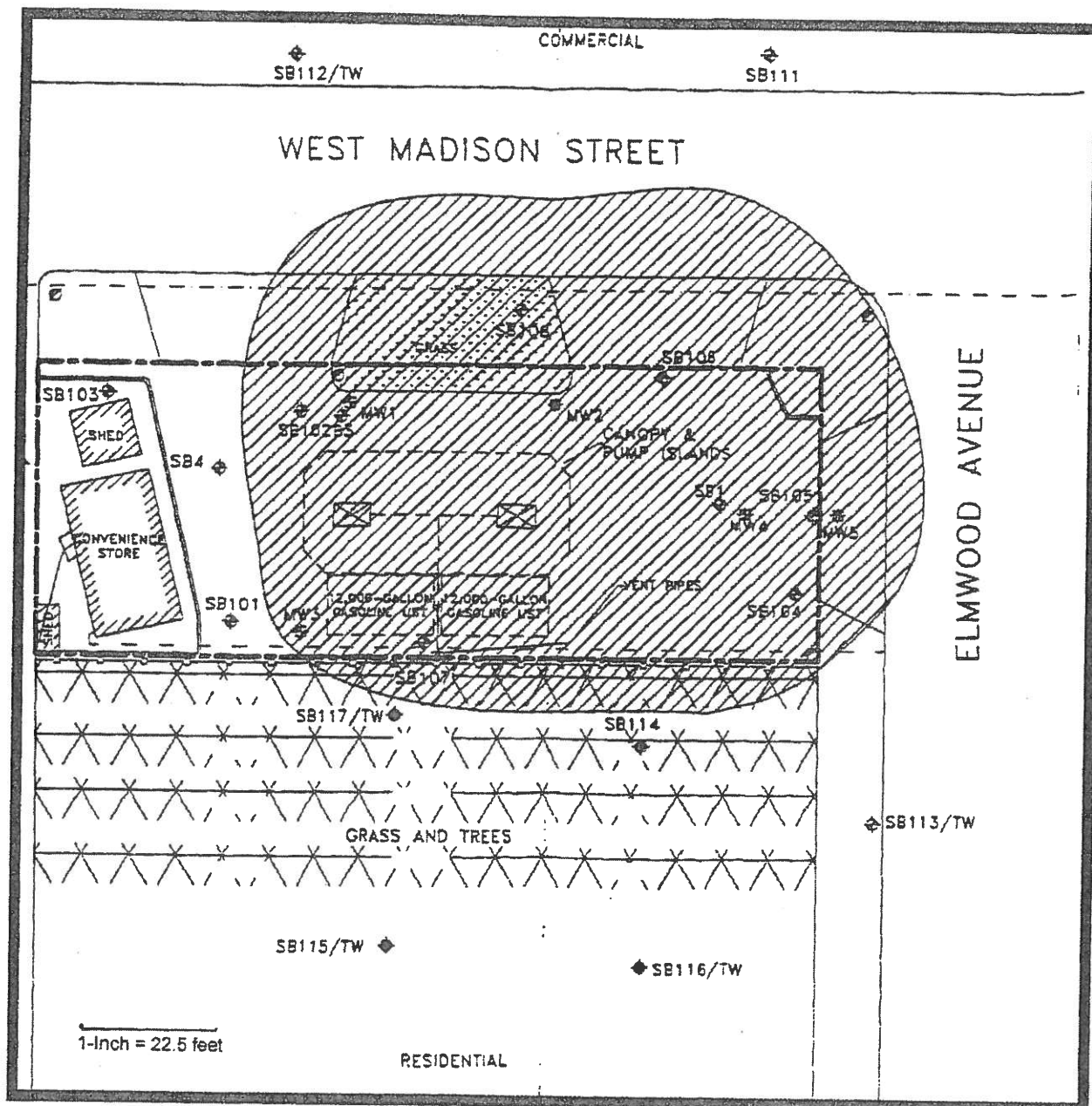
- SB110 Indicates Soil Boring SB110 Location
- TW Indicates Temporary Monitoring Well Installed
- MW1 Indicates Groundwater Monitoring Well MW1 Location
- SB101 Indicates Soil Boring SB101 Location
- O.A.1 Indicates Soil Boring A-1 Location
- TW-1 Indicates Temporary Well TW-1 Location

FIGURE 5
INVESTIGATIVE SOIL BORING AND
GW MONITORING WELL LOCATIONS

Second Century Enterprises, Inc.
427 Madison Street
Oak Park, Illinois 60302
LUST Incident #901088 & 20050027

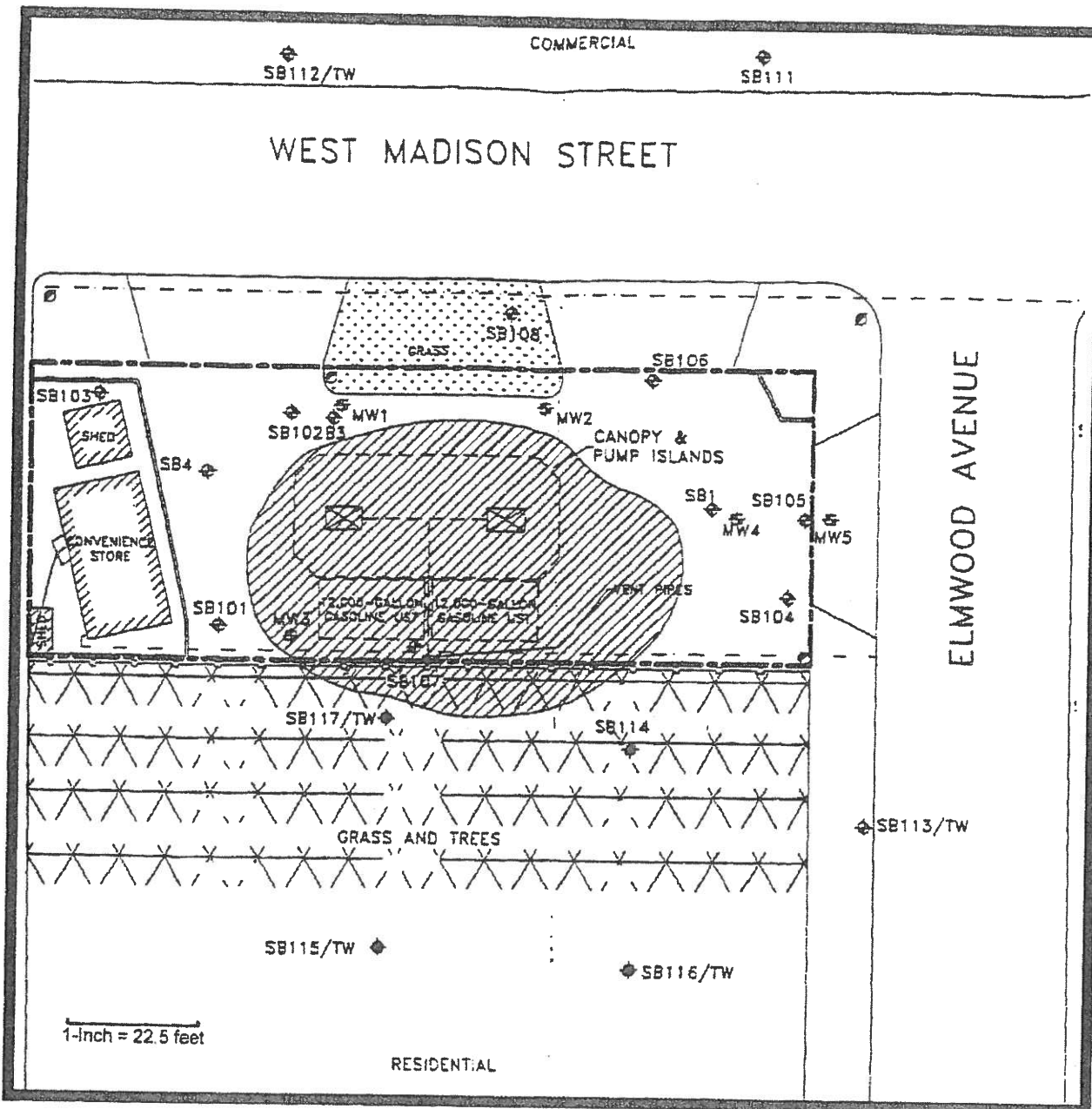
Adept Environmental Solutions, Inc.





Drawing Source:
Environmental Protection Industries
16650 South Canal Street
South Holland, Illinois 60473

Extent of Soil Contamination
Gas Station Property
427 West Madison Street
Oak Park, Illinois 60302
Adept Environmental Solutions, Inc.



Drawing Source:
Environmental Protection Industries
16650 South Canal Street
South Holland, Illinois 60473

Extent of Groundwater Contamination

Gas Station Property

427 West Madison Street
Oak Park, Illinois 60302

Adept Environmental Solutions, Inc.

COOK COUNTY
RECORDER OF DEEDS

Exhibit: B

COOK COUNTY
RECORDER OF DEEDS

Reference Corrective Action Plan dated January 10, 2007

Page 1 of 2

SOIL

SOIL		Chemical Name	Benzene	Toluene	Ethylbenzene	Xylenes (Total)	MTBE
Exposure Values*	Residential	12	16000	7800	16000	780	Pass
	Industrial/Commercial	0.8	650	400	320	8800	
	Construction Worker	100	410000	200000	410000	20000	
	Soil Component GW Ingestion Route	1.6	650	400	320	8800	
		2300	410000	20000	41000	2000	
		2.2	42	58	5.6	140	

Sample	Date	Depth	Analysis Results					
SB-1	01/07/05	4'-6'	ND	ND	ND	ND	NA	Pass
SB-4	01/07/05	6'-8'	ND	ND	ND	ND	NA	Pass
SB-101	11/11/05	4'-6'	ND	ND	ND	ND	NA	Pass
SB-101	11/11/05	8'-10'	ND	ND	ND	ND	NA	Pass
SB-102	09/01/05	4'-6'	ND	ND	ND	ND	NA	Pass
SB-102	09/01/05	12'-14'	ND	ND	ND	ND	NA	Pass
SB-103	11/11/05	4'-6'	ND	ND	ND	ND	NA	Pass
SB-103	11/11/05	10'-12'	ND	ND	ND	ND	NA	Pass
SB-104	11/11/05	4'-6'	ND	ND	ND	ND	NA	Pass
SB-104	11/11/05	6'-8'	ND	ND	ND	ND	NA	Pass
SB-105	09/01/05	4'-6'	ND	ND	ND	ND	NA	Pass
SB-105	09/01/05	12'-14'	ND	ND	ND	ND	NA	Pass
SB-106	09/01/05	4'-6'	ND	ND	ND	ND	NA	Pass
SB-106	09/01/05	12'-14'	ND	ND	ND	ND	NA	Pass
SB-107	09/01/05	6'-8'	ND	ND	ND	ND	NA	Pass
SB-107	09/01/05	12'-14'	ND	ND	ND	ND	NA	Pass
SB-108	09/01/05	6'-8'	ND	ND	ND	ND	NA	Pass
SB-108	09/01/05	12'-14'	ND	ND	ND	ND	NA	Pass

* Illinois Environmental Protection Agency (IEPA) - 35 Illinois Administrative Code Part 742 - Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives

Results are in parts per million (ppm) (mg/Kg) unless otherwise noted. NA= Not Analyzed

Route Values Highlighted in BLUE indicate the most stringent TACO Objective.

Page 2 of 2

Soil		Chemical Name	Benzene	Toluene	Ethylbenzene	Xylenes (Total)	MTBE	Pass - **
Exposure Values*	Residential	Ingestion	12	16000	7800	16000	780	
		Inhalation	0.8	650	400	320	8800	
	Industrial/Commercial	Ingestion	100	410000	200000	410000	20000	
		Inhalation	1.6	650	400	320	8800	
	Construction Worker	Ingestion	2300	410000	20000	41000	2000	
		Inhalation	2.2	42	58	5.8	140	
	Soil Component GW Ingestion Route	Class I	0.05	12	13	15	0.32	
		Class II	0.17	28	19	150	0.32	

Sample	Date	Depth	Analysis Results					Pass
B-16	08/27/98	3'-6"	ND	ND	ND	ND	NA	Pass
B-18	08/27/98	2'-4"	ND	0.0070	ND	ND	NA	Pass
B-19	08/27/98	6'-8"	ND	ND	ND	ND	NA	Pass
B-20	08/27/98	6'-8"	ND	ND	ND	ND	NA	Pass
B-21	09/18/98	12'-14'	ND	ND	ND	ND	NA	Pass
B-22	09/18/98	6'-8"	ND	ND	ND	ND	NA	Pass
B-23	09/18/98	2'-4"	ND	0.0017	ND	0.0014	NA	Pass
B-24	09/18/98	0'-2"	55.0000	270.0000	100.0000	320.0000	NA	
B-1A	07/20/01	3'-6"	0.6000	ND	2.8000	2.2000	NA	
B-2A	07/20/01	6'-9"	11.0000	0.6900	14.0000	7.1400	NA	
B-4A	07/20/01	6'-9"	5.9000	0.4400	20.0000	15.1000	NA	
B-5A	07/20/01	6'-8"	0.8000	ND	10.0000	5.2000	NA	
B-7A	07/20/01	3'-6"	5.0000	2.1000	17.0000	16.0000	NA	

* Illinois Environmental Protection Agency (IEPA) - 35 Illinois Administrative Code Part 742 - Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives

Results are in parts per million (ppm) (mg/Kg) unless otherwise noted

Route Values: Highlighted in BLUE indicate the most stringent TACO Objective.

ENVIRONMENTAL PROTECTION INDUSTRIES

Reference Corrective Action Plan dated January 10, 2007

GROUNDWATER Chemical Name	Groundwater Objectives*		Groundwater Sample Designation and Analysis Results			
	Class I	Class II	MW-1	MW-2	MW-3	MW-4
BTEX						
Benzene	0.005	0.025	ND	ND	0.001	ND
Toluene	1	2.5	ND	ND	0.00643	ND
Ethylbenzene	0.7	1	ND	ND	0.691	ND
Xylenes (Total)	10	10	ND	ND	0.201	ND
MTBE						
Methoxy Tertiary Butyl Ether	0.07	0.17	ND	ND	0.00725	0.006
PASS / **						
<p>* Illinois Environmental Protection Agency (IEPA) - 35 Illinois Administrative Code Part 742 - Tiered Approach to Corrective Action</p> <p>Groundwater Component of the Groundwater Ingestion Route</p> <p>Results are in parts per million (ppm) (mg/kg) unless otherwise noted</p> <p>ND = Not Detected at or above the specified laboratory reporting limit</p>						
						<p>Date Sampled 11/11/05</p>

SOIL

SOIL

		Chemical Name	Benzene	Toluene	Ethylbenzene	Xylenes (Total)	MTBE	
Exposure Values*	Residential	Ingestion	12	16000	7800	16000	780	Pass **
		Inhalation	0.8	650	400	320	8800	
	Industrial/Commercial	Ingestion	100	410000	200000	410000	20000	
		Inhalation	1.6	650	400	320	8800	
	Construction Worker	Ingestion	2300	410000	20000	41000	2000	
		Inhalation	2.2	42	58	5.6	140	
	Soil Component GW Ingestion Route	Class I	0.07	12	72	150	0.32	
		Class II	0.17	60	16	150	0.32	

Sample	Date	Depth	Analysis Results					
A-1-1	11/14/16	2.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-1-2	11/14/16	7.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-1-3	11/14/16	12.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-2-1	11/14/16	2.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-2-2	11/14/16	8.0'	<0.005	<0.500	<0.005	<0.005	<0.320	Pass
A-2-3	11/14/16	12.0'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-3-1	11/14/16	2.5'	<0.005	0.0051	<0.005	<0.005	<0.005	Pass
A-3-2	11/14/16	7.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-3-3	11/14/16	12.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-4-1	11/14/16	2.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-4-2	11/14/16	7.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-4-3	11/14/16	12.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-5-1	11/14/16	2.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-5-2	11/14/16	7.5'	<0.005	<0.005	0.1090	0.0883	<0.005	Pass
A-5-3	11/14/16	12.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-6-1	11/14/16	2.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-6-2	11/14/16	7.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass
A-6-3	11/14/16	12.5'	<0.005	<0.005	<0.005	<0.005	<0.005	Pass

* Illinois Environmental Protection Agency (IEPA) - 35 Illinois Administrative Code Part 742 - Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives

Results are in parts per million (ppm) (mg/Kg) unless otherwise noted

Route Values Highlighted in BLUE indicate the most stringent TACO Objective.

Pass = All route values meet or are below the TACO Objective.

Fail = At least one route value is above the TACO Objective.

Groundwater Sample Designation and Analysis Results											
Chemical Name	Groundwater Objectives*		TW-1	TW-2	TW-3	TW-4	TW-5	TW-6	MW-1	MW-3	MW-5
	Class I	Class II									
BTEX											
Benzene	0.005	0.025	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	
Toluene	1	2.5	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Ethylbenzene	0.7	1	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	0.0114
Xylenes (Total)	10	10	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	0.0274
VOCs											
Methyl Tertiary Butyl Ether	0.07	0.07	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	0.0230	<0.005	<0.005
PASS / FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS

Date
Sampled
11/29/16

* Illinois Environmental Protection Agency (IEPA) - 35 Illinois Administrative Code Part 742 - Tiered Approach to Corrective Action Objectives (TACO)

Groundwater Component of the Groundwater Ingestion Route

Results are in parts per million (ppm) unless otherwise noted

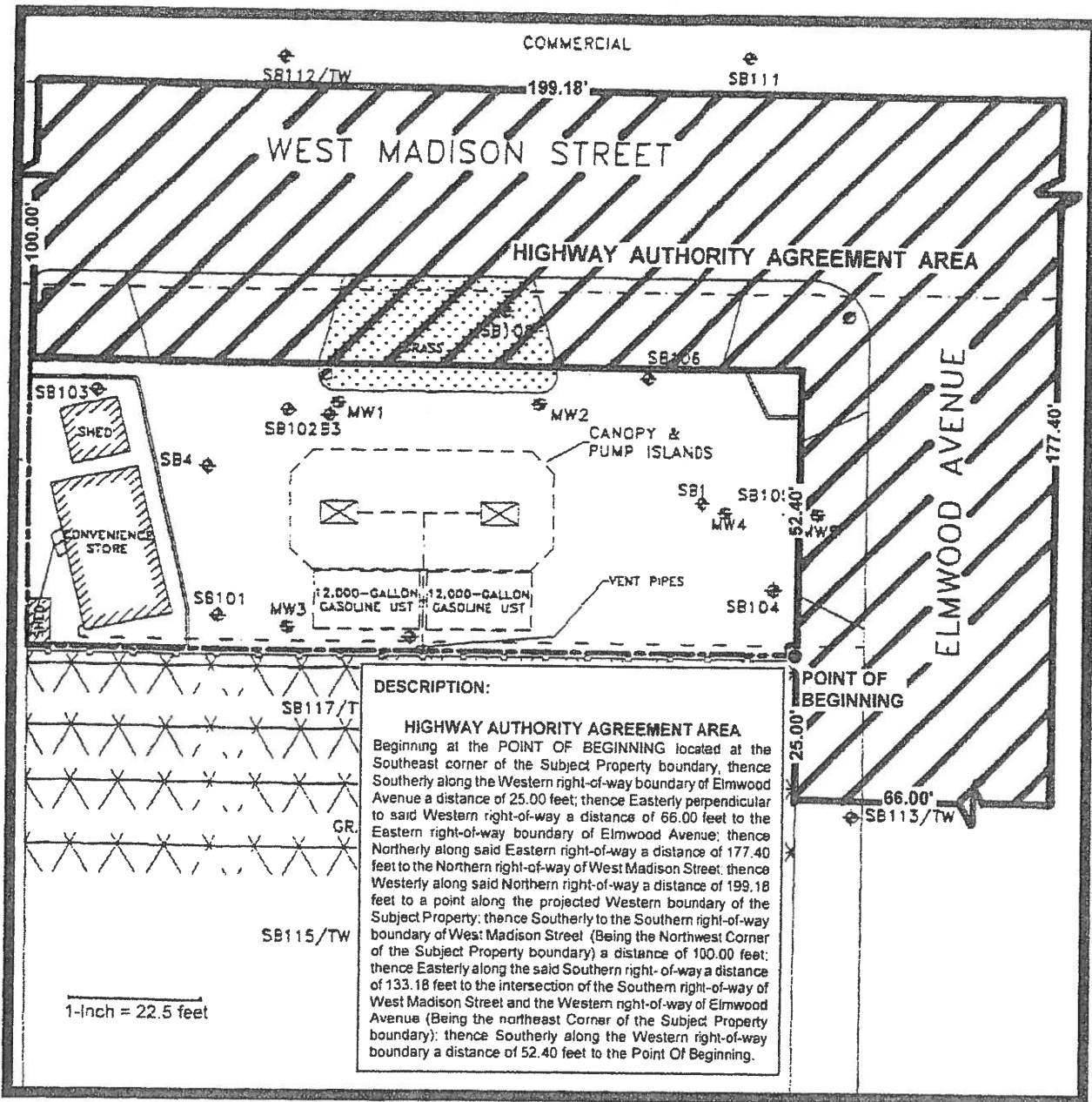
ND = Not Detected at or above the specified laboratory reporting limit

PASS = Results meet or below the IEPA CORP-TACO-Groundwater Component

COOK COUNTY
RECORDER OF DEEDS

Exhibit: C

COOK COUNTY
RECORDER OF DEEDS



Drawing Source:
Environmental Protection Industries
16650 South Canal Street
South Holland, Illinois 60473

Highway Authority Agreement Area
Gas Station Property
427 West Madison Street
Oak Park, Illinois 60302
Adept Environmental Solutions, Inc.

COOK COUNTY
RECORDER OF DEEDS

Exhibit: D

COOK COUNTY
RECORDER OF DEEDS

LEGAL DESCRIPTION:

LOT 1 IN BLOCK 8 IN SUBDIVISION OF BLOCKS 7 AND 8 OF S. T. GUNDERSON AND SONS ADDITION TO OAK PARK, A SUBDIVISION OF THE EAST ½ OF BLOCK 4 IN B. F. JERVIS'S SUBDIVISION, IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Containing: 6978.6 Square Feet or 0.160 Acres

Commonly Addressed as: 427 West Madison Street

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

LEGAL DESCRIPTION

Gas Station Property

427 West Madison Street
Oak Park, Illinois 60302

Adept Environmental Solutions, Inc.