AGREEMENT FOR ENVIRONMENTAL REMEDIATION WORK
BY AND BETWEEN THE VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS
AND LEXINGTON HOMES L.L.C.

THIS AGREEMENT FOR ENVIRONMENTAL REMEDIATION WORK (the "***Agreement***") is made and entered into as of this 23rd day of July, 2018 (the "***Effective Date***"), by and between the **VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS**, an Illinois municipal home rule corporation (the "***Village***"), and **LEXINGTON HOMES L.L.C.**, an Illinois limited liability company ("***Developer***").

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village hereby agree as follows:

SECTION 1. **RECITALS**.

A. The Developer and the Village are parties to that certain Redevelopment Agreement dated December 11, 2017 (as may be amended and/or assigned, the "***Redevelopment Agreement***") for the parcel located at 940-970 Madison Street, Oak Park, Illinois (the "***Property***"). (Exhibit A – PIN)

B. The Developer has agreed to perform certain environmental remediation actions on the Property as part of the Developer's redevelopment of the Property, and the Village has agreed to reimburse the Developer for costs and expenses incurred by the Developer in connection with the Environmental Work.

C. This Agreement has been submitted to the Corporate Authorities (as defined in the Redevelopment Agreement) for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

SECTION 2. **ENVIRONMENTAL WORK**.

A. **Environmental Work by the Developer**. The Developer shall cause the following "***Environmental Work***" to be completed on the Property, in accordance with all applicable environmental laws: Completion of the environmental remediation actions identified in the scope of work set forth on Exhibit "B" attached hereto and incorporated herein by this reference, and also the demolition and removal of concrete slabs, foundations and footings, asphalt, existing wet utilities, stone backfill of open foundation and utility trenches and exporting of spoils. The Environmental Work shall be supervised and controlled by the Developer. The Developer, or the Developer's agents, contractors or representatives, shall contact, consult and otherwise deal with all governmental authorities in connection with the Environmental Work.

B. **Completion of Environmental Work**. The Environmental Work shall be deemed to have been completed upon the issuance of a No Further Remediation Letter by the Illinois Environmental Protection Agency.

C. **Costs of the Environmental Work**. The Village shall reimburse the Developer for all of the actual costs of the Environmental Work (the "***Environmental Costs***"). The estimated Environmental Costs are identified on Exhibit "C" attached hereto and incorporated by this reference herein. If the Environmental Costs are less than that shown on Exhibit "C", the Developer shall be entitled to be paid by the Village only the lesser actual cost. If the actual Environmental Costs are more than as shown on Exhibit "C", the Developer shall be entitled to be reimbursed by the Village such additional costs. The Environmental Costs shall be deemed part of the Redevelopment Project Costs for all purposes under the Redevelopment Agreement. The Village hereby agrees that the Environmental Costs are qualified for payment under the Redevelopment Agreement and applicable law, and shall be reimbursed to the Developer by the Village pursuant to the procedures set forth in Section 7.10 of the Redevelopment Agreement.

D. **Reimbursement of Environmental Costs**. The Village will reimburse the Developer from time to time on a monthly draw basis for the Environmental Costs in accordance with this Agreement, within thirty (30) days of and upon satisfaction of the following conditions:

1. Developer has submitted to the Village's Director of the Department of Development Customer Services, from time to time, but no more often than once each calendar month, a disbursement request on a form reasonably acceptable to the Village with respect to such Environmental Costs for which Developer is seeking reimbursement.

2. The requested disbursement is for Environmental Costs which have been incurred in connection with the Environmental Work.

3. None of the Environmental Costs for which reimbursement is requested has previously been reimbursed by the Village to the Developer.

4. The Developer shall provide to the Village evidence of amounts owed (e.g., invoice copy), or previously paid (e.g., a copy of Developer's previously issued check) by the Developer, to its construction manager, contractor, subcontractor, material supplier or other consultant or agent, for the Environmental Costs to be paid or reimbursed to Developer.

5. The Developer has certified that the Environmental Work for which reimbursement is sought has been done.

6. Developer provides such information as is reasonably necessary for the Village to determine that reimbursement is being sought for Environmental Costs and is otherwise due and payable hereunder.

7. As part of its disbursement request, the Developer shall provide the Village with all documentation reasonably required to evidence the Environmental Costs, such records to include, but not be limited to, Developer's contract with its general contractor redacted to show

only the scope of the Environmental Costs and Environmental Work, and all subcontractors, contractor's sworn affidavits, lien waivers and any other documentation reasonably specified by the Village and/or in the possession of the Developer. The Village may require an audit of all evidence of the Environmental Costs, such audit to be performed by an auditor selected by the Village in its sole discretion and at the Village's cost.

SECTION 3. **LITIGATION AND DEFENSE OF AGREEMENT**.

A. **Litigation**. If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement ("***Litigation***"), the party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other party and shall thereafter keep the other party fully informed concerning all aspects of the Litigation.

B. **Defense**. The Village and the Developer do hereby agree to use their respective commercially reasonable efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed by such party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each party shall have the right to retain its own independent legal counsel, at its own expense, for any matter. The Village and the Developer do hereby agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

SECTION 4. **TERM**.

This Agreement shall be in full force and effect commencing on the Effective Date and continuing until all Environmental Costs have been reimbursed by the Village to the Developer (the "***Term***"). This Agreement shall, during its Term, run with and bind the Property and shall inure to the benefit of and be enforceable by the Developer and the Village, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

SECTION 5. **ENFORCEMENT**.

A. **Enforcement**. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that no covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, the Village Manager (as such term is defined in the Redevelopment Agreement), any elected official, officer, partner, member, director, agent, employee or attorney of the Village or Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the Village or Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

B. **Notice and Cure**. Neither party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Subsection A of this Section without first providing written notice to the other party of the breach or alleged breach and allowing 30 business days to cure the breach or alleged breach. If the breach cannot be cured within the 30-business-day period ("***Time for Cure***"), then the Time for Cure shall be extended accordingly, provided that the notified party has promptly commenced to cure the breach and continued to prosecute the cure of the breach with diligence.

SECTION 6. **REPRESENTATIONS AND WARRANTIES**.

A. **By the Village**. The Village represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement;

2. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary municipal action on the part of the Village; (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement; and (iii) shall not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject; and

3. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the Property in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

B. **By the Developer**. The Developer represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The Developer is a duly organized, validly existing corporation or limited liability company in good standing under the laws of the State of its incorporation and is qualified to do business in Illinois.

2. The Developer has the corporate authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary corporate actions necessary to authorize the execution, delivery, and performance of this Agreement.

3. All necessary consents of any Board of Directors, shareholders, creditors, investors, partners, judicial, or administrative bodies, governmental authorities, or other parties including specifically, but without limitation regarding the execution and delivery of this Agreement have been obtained.

4. No consent or authorization of, filing with, or other act by or in respect of any governmental authority is required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

5. The individuals executing this Agreement on behalf of the Developer have the power and authority to execute and deliver this Agreement on behalf of the Developer.

6. The execution, delivery, and performance of this Agreement (i) is not prohibited by any Requirement of Law or under any contractual obligation of the Developer; (ii) will not result in a breach or default under any agreement to which the Developer is a party or to which the Developer, in whole or in part, is bound; and (iii) will not violate any restriction, court order, or agreement to which the Developer or/and the Property, in whole or in part, is or are subject.

SECTION 7. **GENERAL PROVISIONS**.

A. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations and understandings between the parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Amendments and Modifications**. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures

C. **Notices**. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, IL 60302

Notices and communications to the Developer shall be addressed to, and delivered at, the following address:

John Agenlian
Lexington Homes L.L.C.
1731 N. Marcey Street, Suite 200
Chicago, IL 60614

D. **Governing Law**. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflict of laws rules, of the State of Illinois.

E. **Interpretation**. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

F. **Change in Laws**. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind shall include the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings**. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

H. **Time of Essence**. Time is of the essence in the performance of this Agreement.

I. **No Third Party Beneficiaries**. Except as expressly provided in this Agreement, no claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or valid against the Village or the Developer.

J. **Severability**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

K. **Calendar Days and Time**. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days, except where expressly provided. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

L. **Exhibits**. Exhibit "A", Exhibit "B" and Exhibit "C" are attached to this Agreement and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

M. **Counterparts**. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

N. **Waiver**. Neither the Village nor the Developer shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Developer to exercise at any time any of those rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Developer's right to enforce those rights or any other rights.

O. **Rights Cumulative**. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

P. **Consents**. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

Q. **Grammatical Usage and Construction**. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

R. **Authority to Execute**. The Village hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village that (1) it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement; and (2) it has taken all legal actions needed to authorize the execution, delivery, and performance of this Agreement.

S. **Effective Date**. The "Effective Date" of this Agreement shall be as set forth on the first page of this Agreement.

[Executions commence on following page.]

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement as of the Effective Date.

DEVELOPER:

Lexington Homes L.L.C., an Illinois limited liability company

By: Lexington Homes of Illinois Inc., an Illinois corporation

By:_____
Name: _____
Its: _____

Dated: July ___, 2018

ATTEST

By:_____
Name: _____
Its:_____

Dated: July ___, 2018

[Executions continue on following page]

VILLAGE:

VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS, an Illinois municipal home rule corporation

By: _____
Name: Cara Pavlicek
Title: Village Manager

Dated: July ___, 2018

ATTEST

[SEAL]

By: _____
Name: Vicki Scaman
Title: Village Clerk

Dated: July ___, 2018

Exhibit "A"
Property
PIN 16-07-324-032-0000
PIN 16-07-324-024-0000

Exhibit "B"
Scope of Environmental Work

[See attached]

PIONEER
Engineering & Environmental Services, LLC

2753 West 31st Street | Chicago, IL 60608
Tel: 773-722-9200 | Fax: 773-722-9201 | pioneerEES.com

June 7, 2018

Lexington Homes
1731 N. Marcey St.
Chicago, IL 60614
Attn: John Agenlian

RE: Preliminary/Budgetary Remediation Cost Estimates-Updated
932-946 W. Madison (East Parcel)
Oak Park, IL
Project #18-0105–101

Dear John,

The following is a summary discussion of the assessment work completed to date and updated preliminary cost estimates for active remediation of certain "hot spot" areas. It is important to note that the cost estimates are only provided for budgetary purposes at this time and are subject to change as additional information is obtained. Pursuant to our proposal dated April 26, 2018, Pioneer has performed the supplemental Phase II work to delineate the previously-identified contamination (volatile organic compounds-VOCs) located on the East parcel of the subject property. As we've discussed, the contamination mainly consists of tetrachloroethene (PCE) and trichloroethene (TCE), common contaminants of concern (COCs) associated with dry cleaning activities.

The results of our initial testing identified elevated levels of VOC contamination in numerous samples collected throughout the East parcel where PCE and its associated degradation compounds were detected at concentrations above the Tier 1 SROs (soil remediation objectives) for residential sites. Several samples contained levels of PCE that exceeded its *default* chemical-specific soil saturation limit of 310 ppm (known as "C_{SAT}"). This indicated that some degree of active "hot spot" remediation may be required in order to obtain formal site closure through the IEPA. As part of our initial assessment work, Pioneer also calculated a site-specific/Tier 2 C_{SAT} value for PCE using IEPA-approved equations and methodology. This *site-specific* C_{SAT} value was determined to be 1134 ppm. At two boring locations (B9 and B17), PCE concentrations still exceeded this site-specific C_{SAT} value; therefore, active remediation will be required in order to comply with the applicable IEPA regulations. These high levels of PCE were detected from the area of the former dry cleaners and along the rear portion of the former building where existing water and storm sewer utilities are present (see attached Figures). These areas (and other similar areas) are herein referred to as hot spots for purposes of this discussion.

The main purpose of the more recent supplemental assessment work was to better evaluate the distribution of PCE contamination in the hot spot areas in order to develop an appropriate remedial approach and determine estimated costs for active remediation given regulatory requirements and practical considerations associated with the proposed construction/redevelopment plans for the site. In short, the results of the supplemental testing showed that the extent of hot spot contamination was defined. The testing identified two other sampling locations (B108 and B110) where high levels of PCE were detected above the site-specific C_{SAT} value and will require remediation. The high level of PCE detected in soil boring B110 was not unexpected, however, the location of soil boring B108 was originally intended as a lateral delineation boring, but given the high level of PCE detected at that location, the full extent of contamination was not defined. Therefore, Pioneer re-mobilized to the site to collect additional delineation samples and the results of this most recent testing showed that the extent of VOC impacts is now defined. In addition, Pioneer collected a representative soil sample of the impacted material and sent it for laboratory analysis to determine the permanganate natural oxidant demand (PNOD). The results of the PNOD testing confirmed that the site conditions

are favorable for in-situ chemical oxidation (ISCO) and were utilized to better determine chemical loading requirements and associated costs.

Based on the nature of the contamination and relative concentrations, and given our experience at similar sites, Pioneer believes the most effective method of remediation of the hot spot areas will be to implement an in-situ chemical oxidation (ISCO) treatment process using soil mixing techniques. This remedial solution is a proven technology utilizing a proprietary oxidant mixture consisting of potassium permanganate and lime. The ISCO process will destroy the chlorine ion bonds of chlorinated solvent compounds such as PCE resulting in an overall decrease of contaminant concentrations remaining in the soil. The general approach will include subdividing the hot spot areas into "cells" consisting of approximately 50 cubic yards of soil. Pioneer will conduct the ISCO and soil mixing services by temporarily excavating the "cells" and then the oxidant mixture will be manually added to the contaminated material and physically mixed in place. The chemical oxidation uses a patented formulation to destroy a range of contaminants and should be sufficient to reduce existing PCE levels to achieve both the regulatory and practical treatment objectives. Please note that since the proposed hot spot remediation is not intended to clean up all impacted soils and groundwater, some residual contamination will remain throughout the site using acceptable engineered barriers and institutional controls pursuant to the applicable regulations.

The following outlines the main environmental tasks that will be required to comply with the applicable TACO regulations of 35 IAC Part 740 and Part 742 and eventually obtain a Comprehensive NFR letter from the IEPA through the voluntary Site Remediation Program (SRP). The discussions below are based on the information available at this time and may be modified as new information and data are obtained.

1. Hot Spot Remediation-Regulatory Purposes

The hot spot areas include soil borings B9, B17, B108, & B110 and consist of high levels of PCE (i.e. above the site-specific C_{SAT} value) that are mainly present from approximately 5-7.5' below surface grade (BSG). From a regulatory standpoint, these areas will require active remediation to reduce existing PCE concentrations (ranging from 1680-3280 ppm) to levels below the site-specific C_{SAT} value for PCE of 1134 ppm. This work is required to comply with the applicable TACO regulations (35 IAC Section 742.220) for eventual site closure. Based on the data available at this time, it is estimated that approximately 200-300 cubic yards (in-situ) of soil will require remediation for regulatory purposes.

2. Hot Spot Remediation-Construction/Redevelopment Purposes

Given your proposed redevelopment plans for the site and the presumptive classification of soils impacted by PCE from dry cleaning operations as a hazardous waste, it will be necessary to prepare and submit a "Contained-In Determination" to the IEPA. The purpose of this submittal is to obtain formal IEPA concurrence that PCE-impacted soils to be excavated from the areas of planned construction would no longer be considered to contain a "listed" hazardous waste and may be disposed of as a non-hazardous special waste at a Subtitle D landfill pursuant to the IEPA's interpretation of the USEPA's Contained-In Policy. As required by this policy, the Contained-In Determination will state that contaminated soils must be treated/remediated to achieve contaminant concentrations in soil of below 10 times the Universal Treatment Standards (UTS), pursuant to 35 IAC 728(c)(1)(C) and Part 728, Table U. The UTS for PCE is 6.0 ppm so the applicable treatment objective is 60 ppm. Therefore, from a practical construction/ redevelopment standpoint, active remediation of certain areas of PCE-impacted soil will require "pre-treatment" to reduce existing PCE concentrations to levels below the 60 ppm objective. Upon successful treatment and issuance of a Contained-In Determination by IEPA, any contaminated soils generated as construction spoils during site redevelopment can be disposed of as a non-hazardous special waste at a Subtitle D landfill.

Pioneer has reviewed the site redevelopment plans and determined that certain other areas on site will require treatment/remediation in order to allow the future excavation and disposal of these soils as a non-hazardous special

waste. These additional hot spot areas are associated with the construction spoils to be generated from the proposed utility installations and building foundations on the northern portion of the East parcel. In addition, given the contaminant concentrations detected in and around the proposed greenspace area on the north-central portion of the site, it is possible that hot spot remediation will also be required in that specific area in order to avoid the need for an engineered barrier and allow this area to remain as an unpaved greenspace. Based on the data available at this time, it is estimated that approximately 300–350 cubic yards (in-situ) of soil will require remediation for practical redevelopment purposes.

3. Post-Remediation Confirmation Testing

During the hot spot remediation process, confirmation batch samples will be collected from each treatment/ remediation cell to verify that the applicable remedial objectives have been met (i.e. 1134 ppm or 60 ppm). The confirmation sampling will be conducted at a rate of one sample per 50 cubic yards of treated soil and the samples will be submitted to an independent laboratory for analysis of total and TCLP VOCs and/or PCE, as needed. The laboratory analyses will be performed on an expedited basis. If the results of the batch testing show that the applicable objectives have not been met, follow up samples may be collected after additional time has elapsed to allow continued reactions (i.e. chemical destruction of chlorinated solvent compounds) to occur or additional hot spot remediation will be needed. Once the treated soils are analytically confirmed to meet the applicable remedial objectives (and the IEPA grants a Contained-In Determination), any construction spoils generated from the site may be disposed of as a non-hazardous special waste at a licensed Subtitle D landfill. After hot spot remediation is performed and depending on the final confirmation testing results, it may also be necessary to perform limited testing to further evaluate the indoor and outdoor inhalation pathways at certain areas.

4. Excavation and Off-Site Disposal of Post-Remediation Soils

The hot spot remediation process will necessarily disturb the in-situ soils and affect their geotechnical properties. Construction spoils generated from the hot spot areas related to the proposed utilities and building foundations will have to be excavated, transported, and disposed of at a Subtitle D landfill. Post-remediation soils from the proposed greenspace on the north-central portion of the site may also need to be removed and disposed off-site depending on final confirmation testing results. Therefore, it is possible that approximately 200-800 tons of post-remediation soils will have to be removed from the site to accommodate the overall redevelopment plans. Costs for excavation, transportation and disposal related to the hot spot areas are included for budgetary purposes only. Please note that this is not intended to include all potential off-site disposal of contraction spoils that may be generated from the site during redevelopment activities.

5. Installation of Permeable Pavers vs. Asphalt Pavement

It should be noted that asphalt pavement is recognized by the IEPA as a default material that may be used to construct an engineered barrier. The permeable pavers proposed for the site would require specific approval by the IEPA should they be installed to serve as an engineered barrier. Further, Pioneer was informed that due to MWRD requirements, permeable pavers can not be installed over areas where contaminated soil will remain. Therefore, in order to allow the use of permeable pavers on the East parcel, additional soil removal will be required to remediate soils in that area to levels below the Tier 1 objectives. Since the hot spot remediation and subsequent soil removal proposed above will already remove a significant portion of the impacted soils from the proposed area of permeable pavers, Pioneer evaluated the potential costs to remove all of the soils contaminated above Tier 1 objectives that are present beneath the proposed permeable paver area. The total volume of impacted soils beneath the proposed permeable paver area is estimated to be approximately 1000 cubic yards. Subtracting the volumes for removal of soils from that area that are to be treated/removed due to soil saturation exceedances, as well as soil removal associated with utility installation and foundation spoils as described above, the resulting volume of contaminated soils that would require removal to meet Tier 1 objectives and allow use of permeable pavers is estimated to be approximately 550-650 cubic yards (in-situ) or 800-1000 tons (ex-situ).

PIONEER
Engineering & Environmental Services, LLC

6. Project Management and IEPA Reporting

As discussed, a Contained-In Determination and all supporting documentation will be prepared and submitted to the proper IEPA department (RCRA permitting) in order to allow VOC-impacted soils to be disposed of as a non-hazardous special waste. Pioneer will also prepare all required IEPA reports and associated documentation to comply with the requirements of 35 IAC Part 740 and Part 742 and eventually obtain a Comprehensive NFR letter from the IEPA through the voluntary SRP. The prescribed SRP reports include a Comprehensive Site Investigation Report (CSIR), Remediation Objectives Report (ROR), and Remedial Action Plan (RAP) to document the environmental assessment and hot spot remediation activities conducted at the site.

Since the site will undergo redevelopment, and the site improvements installed as part of redevelopment will likely have to be used as engineered barriers, it will be necessary to document the installation of any required barriers. After site redevelopment and the installation of required engineered barriers, a Remedial Action Completion Report (RACR) will be prepared and submitted to the IEPA to request a final NFR letter. To note, the IEPA will charge various fees for site enrollment into the SRP, review and evaluation services, and a NFR letter assessment fee in order to obtain a NFR letter. These state fees are expected to range from approximately $7,500 to $10,000 for sites of this nature. Please understand that all IEPA fees are to be paid to the State directly by the Remediation Applicant but are included in the cost review summary for budgetary purposes.

Exhibit "C"
Estimated Environmental Costs

[See attached]

LEXINGTON RESERVE AT OAK PARK
ENVIRONMENTAL BUDGET
DATE: 07/09/18

ITEM	EACH	UNIT	UNIT $	TOTAL $	NOTES
PIONEER ENVIRONMENTAL TESTING, REPORTING, REMOVAL, DOCUMENTATION					
PIONEER COSTS TO DATE					
DRILL AND TEST ROUND ONE. INVOICE # 20472 DATED MAY 30 2018	1	LS	$30,355	$30,355	ACTUAL
DRILLI AND TEST ROUND TWO-CLOSE OUT. INV. # 20579 DATED JUNE 28 2018	1	LS	$18,765	$18,765	ACTUAL
PIONEER COSTS MOVING FORWARD					
SEE SUMMARY FROM JUNE 7, 2018 PIONEER MEMO					
USED HIGH END OF ESTIMATE					
ISCO HOT SPOT REMEDIATION - REGULATORY	1	LS	$80,000	$80,000	HIGH END OF ESTIMATE
ISCO HOT SPOT REMEDIATION - CONSTRUCTION	1	LS	$95,000	$95,000	HIGH END OF ESTIMATE
POOST TREATMENT CONFIRMATION SAMPLE AND TEST	1	LS	$12,000	$12,000	HIGH END OF ESTIMATE
EXCAVATION AND OFFSITE DISPOSAL OF POST REMEDIATION SOIL	1	LS	$60,000	$60,000	HIGH END OF ESTIMATE
EXCAVATION AND OFFSITE DISPOSAL FOR PERMEABLE PAVERS	1	LS	$0	$0	ELIMINATED - NO PAVERS ON EAST SIDE
PROJECT MANAGEMENT AND IEPA REPORTING	1	LS	$40,000	$40,000	HIGH END OF ESTIMATE
ADDED LINE ITEM - IMPORT 3" STONE TO BACKFILL ENVIRO HOLES	800	TON	$30	$24,000	ADDED LINE ITEM TO PIONEER SECTION
ADDED LINE ITEM - EXPORT 3' OF ENVIR. SOIL IF NEEDED IN GREENSPACE - BUDGET	500	TON	$70	$35,000	ADDED LINE ITEM TO PIONEER SECTION. THIS IS A BUDGET # IF NEEDED
ADDED LINE ITEM - IMPORT 3' OF CLEAN SOIL IF NEEDED IN GREENSPACE - BUDGET	500	TON	$30	$15,000	ADDED LINE ITEM TO PIONEER SECTION. THIS IS A BUDGET # IF NEEDED
SUBTOTAL				**$410,120**	
VAPOR MITIGATION					
ACTIVE VAPOR MITIGATION SYSTEM BUDGET (ADD FOR FAN, ELECTRIC)	7	EA	$1,500	$10,500	BUDGET TO UPGRADE PLUMBER RADON SYSTEM TO FULL ACTIVE SYSTEM
SUBTOTAL				**$10,500**	
DEMO					
DEMO OF SLAB, FOUNDATION, FOOTINGS (ALPINE DEMO, NO BACKFILL)	1	LS	$59,000	$59,000	ALPINE DEMO BID
SEWER AND WATER DISCONNECTS (BUDGET - INCL. HAULING)	1	LS	$30,000	$30,000	BUDGET FOR ALL DISCONNECTS AT MAINS
IMPORT 3" STONE FOR BACKFILL OF SEWER, WATER, FOUNDATION (BUDGET)	500	TON	$30	$15,000	BUDGET FOR BACKFILL OF OPEN TRENCHES
TEMP FENCE INSTALL AND RENTAL (BUDGET)	1	LS	$2,500	$2,500	BUDGET FOR RENTAL DURING ENVIRONMENTAL WORK
SUBTOTAL				**$106,500**	
ADDITIONAL EXPORT COSTS					
UNDERGROUND UTILITY SPOIL ESTIMATE - COST TO HAUL TO LARAWAY	351	TON	$70	$24,570	FROM COOK EST. 195 CY SAN. * 1.8 TONS / CY. NOTE 86 CY STORM IN PIONEER#
UNDERGROUND UTILTY SPOIL ESTIMATE - COST TO HAUL AS CCDD	351	TON	-$20	-$7,020	IF HAULED AS CCDD COST BUDGET IS $20/TON. NEED TO CONFIRM.
FOUNDATION SPOIL ESTIMATE - COST TO HAUL TO LARAWAY	613.8	TON	$70	$42,966	FROM COOK EST. 341 CY PERIMETER EXCAVATION * 1.8 TONS / CY
FOUNDATION UTILTY SPOIL ESTIMATE - COST TO HAUL AS CCDD	613.8	TON	-$20	-$12,276	IF HAULED AS CCDD COST BUDGET IS $20/TON. NEED TO CONFIRM.
SUBTOTAL				**$48,240**	
TOTAL FROM ABOVE				**$575,360**	
CONTINGENCY			**20%**	**$115,072**	USED HIGH END OF ESTIMATES - SO USE 20% CONTINGENCY ILO >20%
TOTAL INCLUDING CONTINGENCY				**$690,432**	