

This document prepared by and  
return to:

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

P.I.N. 16-17-307-036-0000

THE ABOVE SPACE FOR RECORDER'S USE ONLY

#### **LIMITED ENVIRONMENTAL INDEMNITY AGREEMENT**

This Limited Environmental Indemnity Agreement (Agreement) is entered into on the \_\_\_\_ day of March, 2019, by and between the Village of Oak Park ("Village") and True North Energy, LLC as the Owner or Operator of one or more leaking underground storage tanks (UST) located at 1 West Harrison Street, Oak Park, IL ("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 920065 to the Release; and

**WHEREAS**, Exhibit A are scaled maps 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 are tables 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.** True North Energy, LLC as owner or its authorized agent, by signing this Agreement, represents and warrants it is the current legal owner of the Subject Property and has the authority to record this Agreement on the chain of title for the Subject Property with the Office of the Recorder of Deeds in Cook County, Illinois ("Cook County Recorder of Deeds").
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 F.
6. **Maintenance of Engineered Barrier.** Paragraph 9 of the HAA and 35 Ill. Adm. Code 742.1020 requires 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 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 Manager  
Village of Oak Park  
123 Madison Street  
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  
Village Manager

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

Cara Pavlicek, personally known to me to be the Village Manager of the Village of Oak Park, appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and signed this Agreement pursuant to authority given by the President and Board of Trustees of the Village of Oak Park as the free and voluntary act of the Village of Oak Park for the uses and purposes herein set forth.

- Notary Seal

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

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

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

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

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

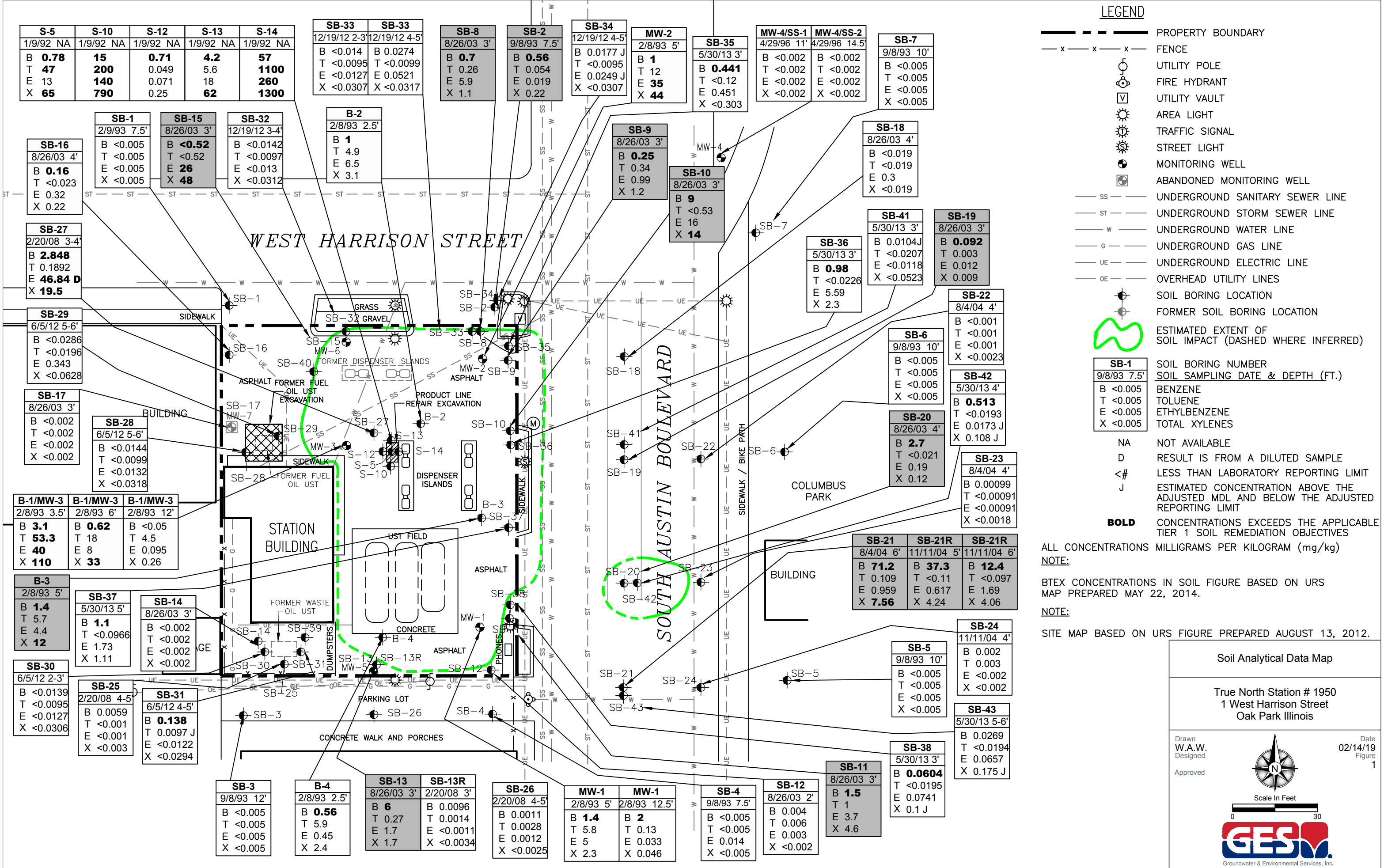
- Notary Seal

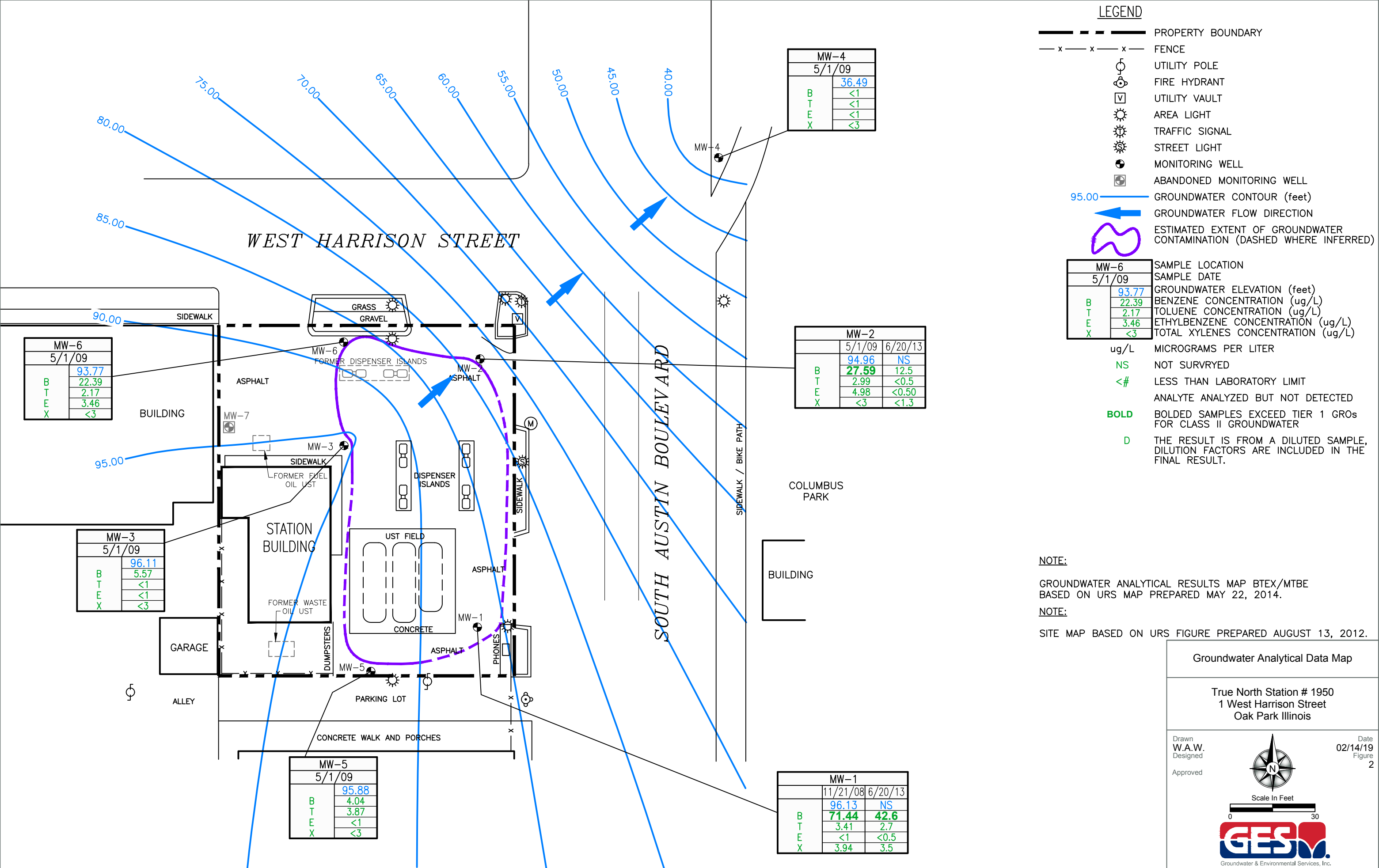
\_\_\_\_\_  
Notary Public

*Limited Environmental Indemnity Agreement  
True North Service Station #1950  
1 West Harrison Street, Oak Park, Cook County, Illinois*

## **Exhibit A**

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NOTE:

GROUNDWATER ANALYTICAL RESULTS MAP BTEX/MTBE  
BASED ON URS MAP PREPARED MAY 22, 2014.

NOTE:

SITE MAP BASED ON URS FIGURE PREPARED AUGUST 13, 2012.

Groundwater Analytical Data Map

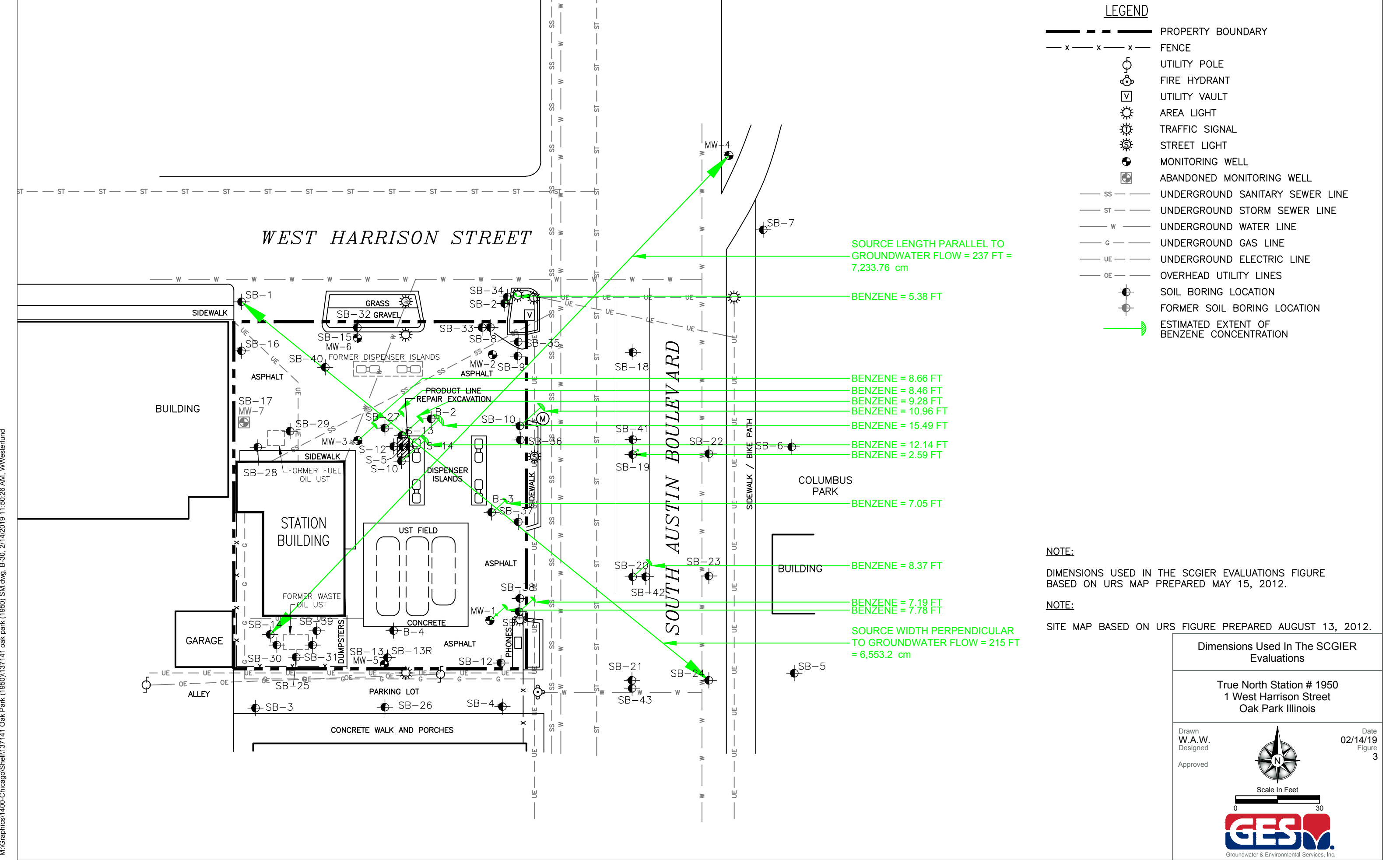
True North Station # 1950  
1 West Harrison Street  
Oak Park Illinois

Drawn  
W.A.W.  
Designed  
Approved

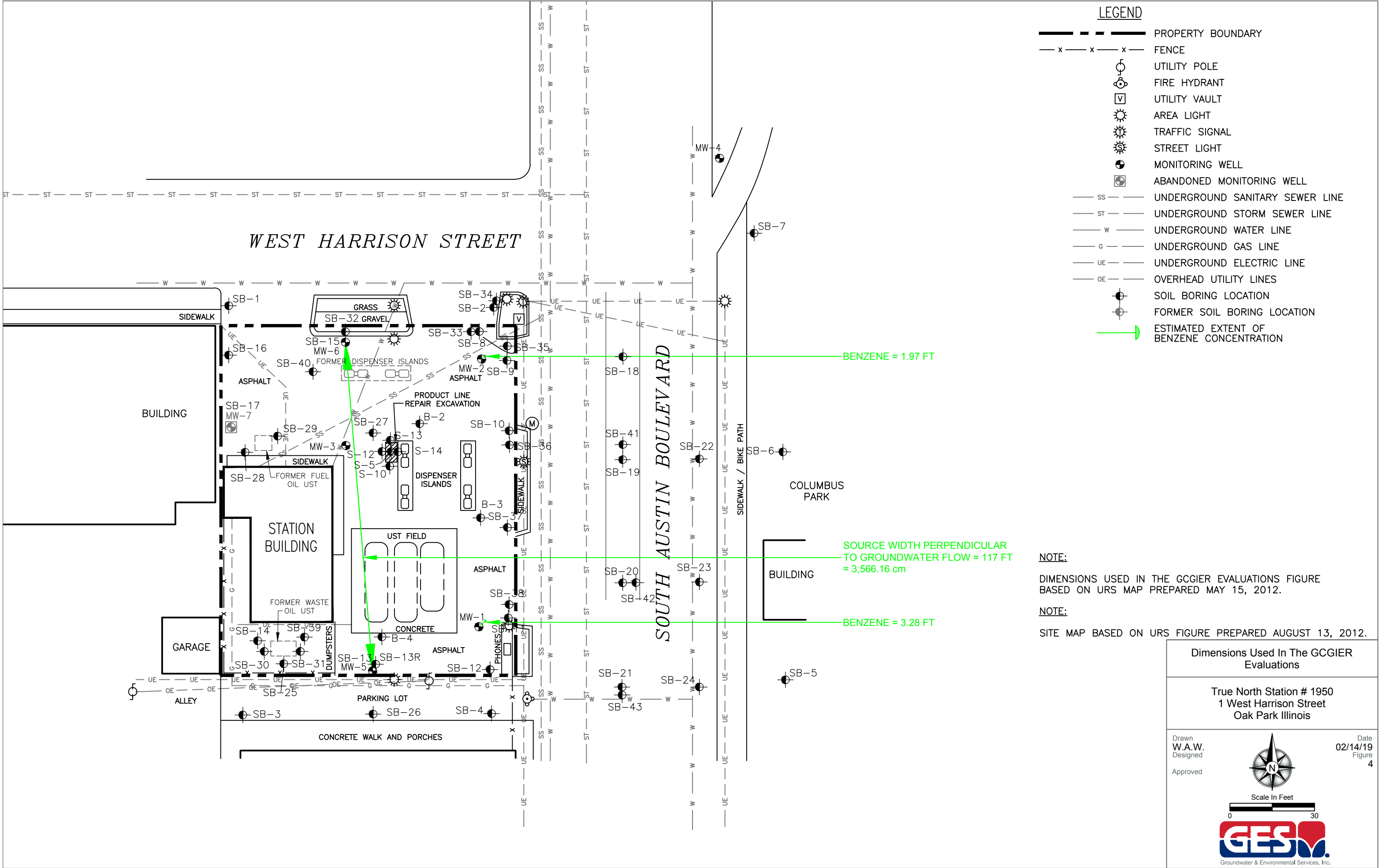
Scale In Feet  
0 30

Groundwater & Environmental Services, Inc.

Date  
02/14/19  
Figure  
2



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*Limited Environmental Indemnity Agreement  
True North Service Station #1950  
1 West Harrison Street, Oak Park, Cook County, Illinois*

## **Exhibit B**

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**Table 1**  
**Soil Analytical Data - BTEX**

Tier 1 Soil Remediation Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (mg/kg)
Ingestion - Residential			12	16,000	7,800	16,000
Ingestion - Industrial/Commercial			100	410,000	200,000	410,000
Ingestion - Construction Worker			2,300	410,000	20,000	41,000
Inhalation - Residential			0.8	650	400	320
Inhalation - Industrial/Commercial			1.6	650	400	320
Inhalation - Construction Worker			2.2	42	58	5.6
Inhalation - Csat			800	580	350	280
Soil Component of Groundwater - Class II			0.17	29	19	150
Soil Component of Groundwater - Class I			0.03	12	13	150
Soil Component of Groundwater - Csat			580	290	150	110
Sample ID	Sample Date	Depth (feet)				
S-5	01/09/1992	NI	0.78	47	13	65
S-10	01/09/1992	NI	15	200	140	790
S-12	01/09/1992	NI	0.71	0.049	0.071	0.25
S-13	01/09/1992	NI	4.2	5.6	18	62
S-14	01/09/1992	NI	57	1100	260	1300
B-1/MW-3	02/08/1993	3.5	3.1	53.3	40	110
	02/08/1993	6	0.62	18	8	33
	02/08/1993	12	<0.05	4.5	0.095	0.26
B-2	02/08/1993	2.5	1	4.9	6.5	3.1
B-3 re-sampled by SB-37	02/08/1993	5	1.4	5.7	4.4	12
B-4	02/08/1993	2.5	0.56	5.9	0.45	2.4
MW-1	02/08/1993	5	1.4	5.8	5	2.3
	02/08/1993	12.5	2	0.13	0.033	0.046
MW-2	02/09/1993	5	1	12	35	44
SB-1	02/09/1993	7.5	<0.005	<0.005	<0.005	<0.005
SB-2 re-sampled by SB-34	09/08/1993	7.5	0.56	0.054	0.019	0.22
SB-3	09/08/1993	12	<0.005	<0.005	<0.005	<0.005
SB-4	09/08/1993	7.5	<0.005	<0.005	0.014	<0.005
SB-5	09/08/1993	10	<0.005	<0.005	<0.005	<0.005
SB-6	09/08/1993	10	<0.005	<0.005	<0.005	<0.005
SB-7	09/08/1993	10	<0.005	<0.005	<0.005	<0.005
MW-4 (SS-1)	04/29/1996	11	<0.002	<0.002	<0.002	<0.002
MW-4 (SS-2)	04/29/1996	14.5	<0.002	<0.002	<0.002	<0.002
SB-8 re-sampled by SB-33	08/26/2003	3	0.7	0.26	5.9	1.1
SB-9 re-sampled by SB-35	08/26/2003	3	0.25	0.34	0.99	1.2
SB-10 re-sampled by SB-36	08/26/2003	3	9	<0.53	16	14
SB-11 re-sampled by SB-38	08/26/2003	3	1.5	1	3.7	4.6
SB-12	08/26/2003	2	0.0040	0.006	0.003	<0.002
SB-13 re-sampled by SB-13R	08/26/2003	3	6	0.27	1.7	1.7
SB-13R	02/20/2008	3	0.0096	0.0014	<0.0011	<0.0034
SB-14	08/26/2003	3	<0.002	<0.002	<0.002	<0.002
SB-15 re-sampled by SB-32	08/26/2003	3	<0.52	<0.52	26	48
SB-16	08/26/2003	4	0.16	<0.023	0.32	0.22
SB-17	08/26/2003	3	<0.002	<0.002	<0.002	<0.002
SB-18	08/26/2003	4	<0.019	<0.019	0.3	<0.019
SB-19 re-sampled by SB-41	08/26/2003	3	0.092	0.003	0.012	0.009
SB-20 re-sampled by SB-42	08/26/2003	4	2.7	<0.021	0.19	0.12
SB-21 re-sampled by SB-21R	08/04/2004	6	71.2	0.109	0.959	7.56
SB-21R re-sampled by SB-43	11/11/2004	5	37.3	<0.11	0.617	4.24
	11/11/2004	6	12.4	<0.097	1.69	4.06



**Table 1**  
**Soil Analytical Data - BTEX**

Tier 1 Soil Remediation Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (mg/kg)
Ingestion - Residential			12	16,000	7,800	16,000
Ingestion - Industrial/Commercial			100	410,000	200,000	410,000
Ingestion - Construction Worker			2,300	410,000	20,000	41,000
Inhalation - Residential			0.8	650	400	320
Inhalation - Industrial/Commercial			1.6	650	400	320
Inhalation - Construction Worker			2.2	42	58	5.6
Inhalation - Csat			800	580	350	280
Soil Component of Groundwater - Class II			0.17	29	19	150
Soil Component of Groundwater - Class I			0.03	12	13	150
Soil Component of Groundwater - Csat			580	290	150	110
Sample ID	Sample Date	Depth (feet)				
SB-22	08/04/2004	4	<0.001	<0.001	<0.001	<0.0023
SB-23	08/04/2004	4	0.00099	<0.00091	<0.00091	<0.0018
SB-24	11/11/2004	4	0.002	0.003	<0.002	<0.002
SB-25	02/20/2008	4-5	0.0059	<0.001	<0.001	<0.003
SB-26	02/20/2008	4-5	0.0011	0.0028	0.0012	<0.0025
SB-27	02/20/2008	3-4	<b>2.848</b>	0.1892	<b>46.84 D</b>	<b>19.5</b>
SB-28	06/05/2012	5-6	<0.0144	<0.0099	<0.0132	<0.0318
SB-29	06/05/2012	5-6	<0.0286	<0.0196	0.343	<0.0628
SB-30	06/05/2012	2-3	<0.0139	<0.0095	<0.0127	<0.0306
SB-31	06/05/2012	4-5	<b>0.138</b>	0.0097J	<0.0122	<0.0294
SB-32	12/19/2012	3-4	<0.0142	<0.0097	<0.013	<0.0312
SB-33	12/19/2012	2-3	<0.014	<0.0095	<0.0127	<0.0307
SB-33	12/19/2012	4-5	0.0274	<0.0099	0.0521	<0.0317
SB-34	12/19/2012	4-5	0.0177J	<0.0095	0.0249 J	<0.0307
SB-35	05/30/2013	3	<b>0.441</b>	<0.12	0.451	<0.303
SB-36	05/30/2013	3	<b>0.98</b>	<0.0226	5.59	2.3
SB-37	05/30/2013	5	<b>1.1</b>	<0.0966	1.73	1.11
SB-38	05/30/2013	3	<b>0.0604</b>	<0.0195	0.0741	0.1 J
SB-41	05/30/2013	3	0.0104J	<0.0207	<0.0118	<0.0523
SB-42	05/30/2013	4	<b>0.513</b>	<0.0193	0.0173 J	0.108 J
SB-43	05/30/2013	5-6	0.0269	<0.0194	0.0657	0.175 J

mg/kg = milligrams per kilogram  
NI = No Information  
**Bold** = Concentration exceeds the applicable Tier 1 Soil Remediation Objectives  
<# = Less than the method detection limit of #  
Shaded = Resampled at a later date  
D = Result is from a diluted sample  
J = Estimated concentration above the adjusted MDL and below the adjusted reporting limit

**Table 2**  
**Groundwater Analytical Data - BTEX**

Tier 1 Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)
Class I Groundwater					5	1,000	700	10,000
Class II Groundwater					25	2,500	1,000	10,000
Indoor Inhalation - Residential					110	530,000	370	30,000
Indoor Inhalation - Industrial/Commercial					410	530,000	1,400	93,000
Sample Location	Sample Date	Referenced Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)				
MW-1	2/17/1993	37.30	3.00	34.30	770	9	23	13
	9/8/1993	37.30	NS	NS	350	16	42	140
	4/27/1994	37.30	2.88	34.42	76	8	24	14
	1/13/1995	37.30	3.14	34.16	<1	<1	<1	<1
	5/25/1995	37.30	2.83	34.47	130	3	8	3
	11/16/1995	37.30	2.45	34.85	85	<1	<1	<1
	5/16/1995	37.30	3.34	33.96	34	<1	2	2
	12/2/1998	37.30	1.84	35.46	130	<1	<1	3
	5/3/1999	37.30	1.53	35.77	100	2	1	3
	9/15/2003	98.48	3.03	95.45	59	5.2	<1	4.6
	3/8/2004	98.48	3.50	94.98	62	2.4	<1	2.6
	9/3/2004	98.48	1.97	96.51	11.5	<1	<1	<1
	12/19/2005	98.48	2.68	95.80	82.3	1.93	<1	3.68
	7/27/2006	98.48	2.40	96.08	31	1.9	<1	<3
	3/6/2008	98.48	2.60	95.88	63.9	5.1	3.4	11.5
	6/17/2008	98.48	1.11	97.37	39.41	<1	<1	<3
	11/21/2008	98.48	2.35	96.13	71.44	3.41	<1	3.94
	5/1/2009	98.48	NS	NS	Under Immovable Vehicle			
	6/20/2013	98.48	NS	NS	42.6	2.7	<0.5	3.5
MW-2	2/17/1993	37.50	9.00	28.50	85	53	13	58
	9/8/1993	37.50	NS	NS	330	8	200	78
	4/27/1994	37.50	3.66	33.84	62	15	66	31
	1/13/1995	37.50	3.80	33.70	58	2	25	7
	5/25/1995	37.50	3.42	34.08	33	<1	10	5
	11/16/1995	37.50	3.07	34.43	31	<1	14	2
	5/16/1995	37.50	4.22	33.28	14	<1	2	<1
	12/2/1998	37.50	3.29	34.21	120	<1	6	29
	5/3/1999	37.50	3.37	34.13	62	<1	33	3
	9/15/2003	98.46	3.83	94.63	15	2.2	<1	3
	3/8/2004	98.46	4.48	93.98	110	4.6	28	7
	9/3/2004	98.46	3.57	94.89	19.3	<1	<1	14
	12/19/2005	98.46	3.62	94.84	119	2.95	4.8	4.15
	7/27/2006	98.46	3.43	95.03	8.34	1.15	<1	<3
	3/6/2008	98.46	4.06	94.40	53.8	2.5	6.6	4.2
	6/17/2008	98.46	3.44	95.02	6.61	<1	<1	<3
	11/21/2008	98.46	3.14	95.32	33.73	1.76	<1	<3
	5/1/2009	98.46	3.50	94.96	27.59	2.99	4.98	<3
	6/20/2013	98.46	NS	NS	12.5	<0.5	<0.50	<1.3
MW-3	2/17/1993	37.86	4.00	33.86	<2	11	13	14
	9/8/1993	37.86	NS	NS	82	9	65	75
	4/27/1994	37.86	3.39	34.47	150	4	100	34
	1/13/1995	37.86	3.51	34.35	55	5	47	21
	5/25/1995	37.86	3.48	34.38	67	2	31	14
	11/16/1995	37.86	3.07	34.79	51	<1	3	2
	5/16/1995	37.86	4.18	33.68	12	<1	71	5
	12/2/1998	37.86	4.18	33.68	140	3	56	74
	5/3/1999	37.86	2.54	35.32	39	<1	9	5
	9/15/2003	98.79	3.20	95.59	7.7	<1	<1	<1
	3/8/2004	98.79	3.32	95.47	1.5	<1	<1	<1
	9/3/2004	98.79	2.71	96.08	<0.5	<1	<1	<1
	12/19/2005	98.79	3.37	95.42	24.3	<1	<1	<3
	7/27/2006	98.79	2.70	96.09	52	<1	<1	<3
	3/6/2008	98.79	3.21	95.58	18.2	<1	<1	<3
	6/17/2008	98.79	2.93	95.86	14.22	<1	<1	<3
	11/21/2008	98.79	2.94	95.85	15.89	1.41	<1	2.18
	5/1/2009	98.79	2.68	96.11	5.57	<1	<1	<3
MW-4	5/16/1996	37.24	4.25	32.99	<1	<1	<1	<1
	12/2/1998	37.24	4.44	32.80	<1	<1	<1	<1
	5/3/1999	37.24	3.69	33.55	<1	<1	<1	<1
	9/15/2003	37.24	NS	NS	NS	NS	NS	NS
	3/8/2004	37.24	NS	NS	NS	NS	NS	NS
	9/3/2004	37.24	NS	NS	Well Not Found, Assumed Destroyed			
	12/19/2005	37.24	NS	NS	Unable to Locate			
	7/27/2006	37.24	NS	NS	Unable to Locate			
	3/6/2008	37.24	3.58	33.66	<1	<1	<1	<3
	6/17/2008	37.24	1.68	35.56	<1	<1	<1	<3
	11/21/2008	37.24	2.91	34.33	<1	<1	<1	<3
	5/1/2009	37.24	0.75	36.49	<1	<1	<1	<3



Table 2  
Groundwater Analytical Data - BTEX

Tier 1 Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)
Class I Groundwater					5	1,000	700	10,000
Class II Groundwater					25	2,500	1,000	10,000
Indoor Inhalation - Residential					110	530,000	370	30,000
Indoor Inhalation - Industrial/Commercial					410	530,000	1,400	93,000
Sample Location	Sample Date	Referenced Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)				
MW-5	9/15/2003	98.77	3.33	95.44	16	<1	<1	<1
	3/8/2004	98.77	3.12	95.65	3.7	<1	<1	<1
	9/3/2004	98.77	2.76	96.01	8.7	<1	<1	<1
	12/19/2005	98.77	4.86	93.91	1.19	<1	<1	<3
	7/27/2006	98.77	3.91	94.86	6.2	<1	<1	<3
	3/6/2008	98.77	NS	NS	Covered by 2 Feet of Ice			
	6/17/2008	98.77	3.98	94.79	8.54	<1	<1	<3
	11/21/2008	98.77	0.00	98.77	<25	<25	<25	<75
	5/1/2009	98.77	2.89	95.88	4.04	3.87	<1	<3
	5/1/2009	98.77	2.89	95.88	4.04	3.87	<1	<3
MW-6	9/15/2003	98.42	4.56	93.86	69	<2	190	180
	3/8/2004	98.42	4.60	93.82	85	<2	240	46
	9/3/2004	98.42	3.16	95.26	65.2	<1	226	22.4
	12/19/2005	98.42	5.20	93.22	19.6	<1	48	39.9
	7/27/2006	98.42	5.13	93.29	19.6	<1	8.94	4.87
	3/6/2008	98.42	4.41	94.01	28.9	1.1	10	<3
	6/17/2008	98.42	4.83	93.59	55.53	<1	3.1	2.49
	11/21/2008	98.42	5.27	93.15	21.6	<20	<20	<60
	5/1/2009	98.42	4.65	93.77	22.39	2.17	3.46	<3
	5/1/2009	98.42	4.65	93.77	22.39	2.17	3.46	<3
MW-7	9/15/2003	98.87	4.28	94.59	<1	<1	9.3	15
	3/8/2004	98.87	NS	NS	NS	NS	NS	NS
	9/3/2004	98.87	3.68	95.19	<0.5	<1	<1	<1
	12/19/2005	98.87	NS	NS	Unable to Locate			
	7/27/2006	98.87	NS	NS	Unable to Locate			
	3/6/2008	98.87	NS	NS	Covered by 3 Feet of Ice			
	6/17/2008	98.87	NS	NS	Destroyed			
	11/21/2008	98.87	NS	NS	Destroyed			
	5/1/2009	98.87	NS	NS	Destroyed			
	5/1/2009	98.87	NS	NS	Destroyed			

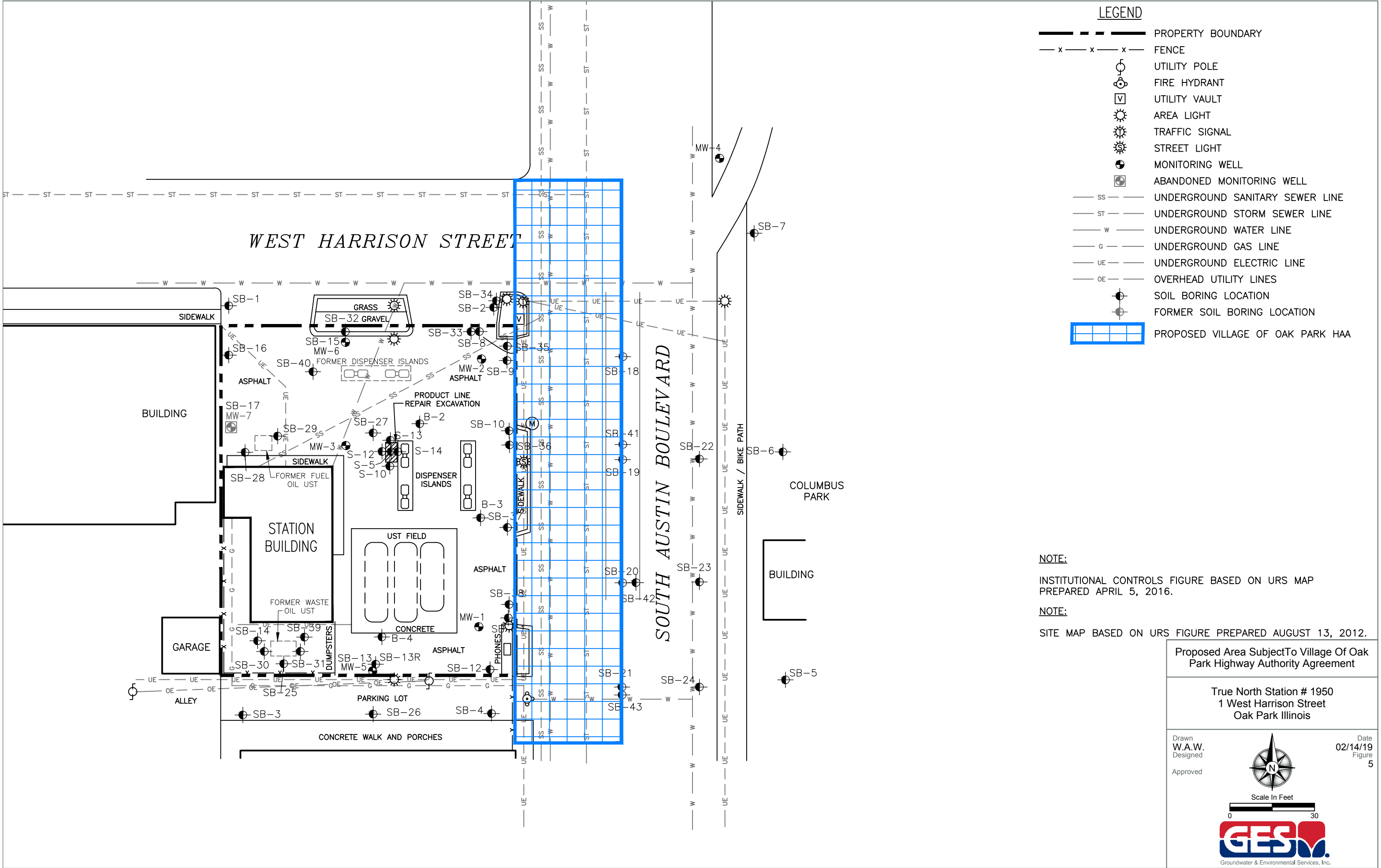
ug/L = Micrograms/Liter  
**Bold** = Concentration exceeds the applicable Tier 1 Groundwater Remediation Objectives  
 <# = Less than the method detection limit of #  
 NS = Not Sampled

*Limited Environmental Indemnity Agreement  
True North Service Station #1950  
1 West Harrison Street, Oak Park, Cook County, Illinois*

## **Exhibit C**

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## **Exhibit D**

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EXHIBIT D

LEGAL DESCRIPTION

Tract 138. 1 W Harrison, Oak Park, COOK, WIC 212-5790-0304

Tax Parcel # 13-17-307-036

Lots one (1), two (2), three (3) and four (4) in block one (1) in Austin Park, a sub-division of the East Half of the Southwest quarter of section Seventeen (17), Township Thirty-nine (39) North, Range thirteen (13) East of the Third Principal Meridian.

## **Exhibit E**

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# Illinois Environmental Protection Agency

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

## HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) \_\_\_\_\_ True North Energy, LLC \_\_\_\_\_ (“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, \_\_\_\_\_ True North Energy, LLC \_\_\_\_\_ is the owner or operator of one or more leaking underground storage tanks presently or formerly located at \_\_\_\_\_ 1 West Harrison Street, Oak Park, Cook County, Illinois \_\_\_\_\_ (“the Site”);

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

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

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

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

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

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. [*Use this paragraph if IEMA has issued an incident number*] The Illinois Emergency Management Agency has assigned incident number(s) \_\_\_\_\_ 920065 \_\_\_\_\_ to the Release(s).
3. Attached as Exhibit A is a scaled map(s) prepared by the \_\_\_\_\_ Owner/Operator \_\_\_\_\_ that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).  
[*Use the following sentence if either soil or groundwater is not contaminated above applicable Tier 1 residential remediation objectives:* \_\_\_\_\_ is not contaminated above the applicable Tier 1 residential remediation objectives.] \_\_\_\_\_
4. Attached as Exhibit B is a table(s) prepared by the \_\_\_\_\_ Owner/Operator \_\_\_\_\_ that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.

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

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

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

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

Village Manager, Village of Oak Park

Address 123 Madison Street

City Oak Park

State Illinois

Zip Code 60302

Property Owner or Owner/Operator

Name True North Energy, LLC

Address 10346 Brecksville Road

City Brecksville

State Ohio

Zip Code 44141

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

VILLAGE OF OAK PARK

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

By: Cara Pavlicek

Its: Village Manager

OWNER/OPERATOR

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Limited Environmental Indemnity Agreement  
True North Service Station #1950  
1 West Harrison Street, Oak Park, Cook County, Illinois*

## **Exhibit F**

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## CLERK'S CERTIFICATE

I, Sandra Sokol, Village Clerk of the Village of Oak Park, in the County of Cook and the State of Illinois, do hereby certify that ORDINANCE #2001-0-107 entitled: An Ordinance Prohibiting The Use Of Groundwater As A Potable Water Supply By The Installation Or Use Of Potable Water Supply Wells Or By Any Other Method was adopted by the Village Board of Trustees on December 3, 2001 and approved by the Village President on December 3, 2001. The ORDINANCE is available for public inspection in the Office of the Village Clerk.

IN WITNESS WHEREOF I have set my hand and affixed the seal of said Village of Oak Park this 11th day of December, 2001.

Sandra Sokol

Sandra Sokol  
Village Clerk

by: Kathleen M. Cannon

Kathleen M. Cannon  
Deputy Village Clerk

(seal)

**AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A  
POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE  
WATER SUPPLY WELLS OR BY ANY OTHER METHOD**

**WHEREAS**, various properties throughout the Village of Oak Park, Illinois have been used over a period of time for commercial/industrial purposes or are near properties which have been so used; and

**WHEREAS**, because of said use, concentrations of certain chemical constituents in the groundwater beneath the Village of Oak Park may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 residential remediation objectives as set forth in 35 Illinois Administrative Code 742; and

**WHEREAS**, the Village of Oak Park (hereinafter "the Village") desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois as follows:

**SECTION ONE: ADOPTION OF FINDINGS.**

The findings set forth hereinabove are incorporated herein and are made apart hereof.

**SECTION TWO: USE OF GROUNDWATER AS A POTABLE WATER  
SUPPLY PROHIBITED.**

The use or attempt to use as a potable water supply, groundwater from within the corporate limits of the Village of Oak Park, by the installation or drilling of wells or by

any other method is hereby prohibited, including at points of withdrawal by the Village of Oak Park.

### **SECTION THREE: VILLAGE PROHIBITION.**

Except for the provisions contained in Section Four, all restrictions contained in this Ordinance shall be binding upon the Village of Oak Park, Illinois.

### **SECTION FOUR: PENALTIES.**

Any person violating the provisions of this ordinance shall be subject to a fine of up to \$500.00 for each violation.

### **SECTION FIVE: DEFINITIONS.**

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents, or assigns.

"Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

### **SECTION SIX: REPEALER.**

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

### **SECTION SEVEN: SEVERABILITY.**

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

**SECTION EIGHT: EFFECTIVE DATE.**

**THIS ORDINANCE** shall be in full force and effect from and after its passage, approval and publication as required by law.

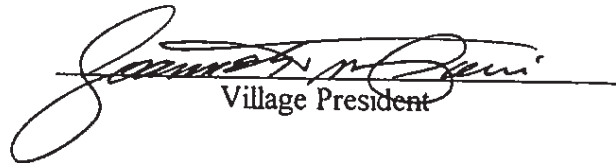
**ADOPTED** this 3rd day of December, 2001, pursuant to a roll call vote as follows:

**AYES:** Trustees Carpenter, Ebner, Gockel, Hodge-West, Kostopulos and Turner and President Trapani

**NAYS:** None

**ABSENT:** None

**APPROVED** by me this 3rd day of December, 2001.

  
Village President

**ATTEST:**

  
Village Clerk

BY:   
Deputy Village Clerk