

UNOFFICIAL COPY

PREPARED BY:

Name: Shell Oil Products US

Address: 3201 W. 26th Street
Chicago, IL 60623



Eugene "Gene" Moore Fee: \$58.50
Cook County Recorder of Deeds
Date: 08/04/2003 11:51 AM Pg: 1 of 17

RETURN TO:

Name: Shell Oil Products US

Address: 603 Diehl Rd, Suite 103
Naperville, IL 60563

(THE ABOVE SPACE FOR RECORDER'S OFFICE)

Legal Description or Reference to a Plat Showing the Boundaries: see Attachment A
Common Address: 3201 W. 26th Street, Chicago, Illinois
Real Estate Tax Index/Parcel Index Number: 16-26-407-046
Site Owner: Shell Oil Products US

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Site PIN: 16-26-407-046

TIERED APPROACH TO CORRECTIVE ACTION RIGHT-OF-WAY AGREEMENT

This Agreement is entered into this 12th day of DECEMBER, 2008 pursuant to the Environmental Protection Act ("Act"), 35 IL Admin. Code Section 742.1020 and the Municipal Code of the City of Chicago Section 2-30-030 ("Code") by and among Equilon Enterprises, LLC. ("Owner"), and the City of Chicago ("City"), as follows:

1. This Agreement is not binding on the City until it is executed by a duly authorized representative of the City, and prior to execution, this Agreement constitutes an offer by Owner. The duly authorized representative of Owner have signed this Agreement, and this Agreement is binding upon them, their successors and assigns.
2. Owner stipulates:
 - a. Owner is pursuing corrective action at a Site and in the right-of-way adjacent to the Site located at 3201 West 26th Street, Chicago, Illinois ("Site"). Site is legally described in Attachment A.
 - b. The right-of-way adjacent to the Site, described in Attachment B, is subject to this Agreement and is possibly impacted with contaminants from a release at the Site.
 - c. Attached as Attachment C is a site map showing the known and probable area(s) of contaminant impacted soil and groundwater in the right-of-way where, at the time of this Agreement, contaminants exceed the Tier 1 residential remediation objectives under the Act and 35 Ill. Admin. Code Section 742. Also attached as Attachment D is a table showing the concentration of contaminants in soil and/or groundwater within the area described in Attachment B and showing the applicable Tier 1 soil and groundwater remediation objectives for residential property that are exceeded.
 - d. The corrective action is for a confirmed release of petroleum from an underground storage tank at the Site.
 - e. The Illinois Emergency Management Agency has assigned incident number 870859 to the Site.
 - f. Owner has requested risk-based, site-specific soil and/or groundwater remediation objectives from the Illinois Environmental Protection Agency ("Illinois EPA") under the Act and 35 Ill. Admin. Code Section 742.
 - g. Under 35 Ill. Admin. Code 742.1020, the use of risk-based, site-specific remediation objectives in the right-of-way require this Agreement, in lieu of active remediation of the contaminant-impacted soil and groundwater.

UNOFFICIAL COPY

3. The City stipulates that it holds the right-of-way described in Attachment B in trust for the public and has jurisdiction over the right-of-way.
4. The parties stipulate that:
 - a. This Agreement is intended to meet the requirements of the Illinois Pollution Control Board ("Board") regulations for such Agreements.
 - b. This Agreement shall be recorded by the Owner at its expense along with the Illinois EPA's "No Further Remediation" determination with the Cook County Recorder of Deeds. The Owner will similarly record any attachments, addendums, or alterations to this Agreement. Within thirty (30) days of such recording with the Cook County Recorder of Deeds, the Owner shall provide the City a copy of the Agreement that has been stamped by the Cook County Recorder of Deeds to indicate that it has been recorded with that office.
 - c. This Agreement shall be null and void should the Illinois EPA not approve it, or should it not be recorded along with the Illinois EPA's "No Further Remediation" determination.
5. The City agrees that it will prohibit by ordinance the use of groundwater that is contaminated at levels above Tier 1 residential remediation objectives beneath its right-of-way identified in Attachment B as a potable or other domestic supply of water. This prohibition is ensured in Code Section 11-8-390. The City further agrees that it will limit access to soil as described herein under the right-of-way described in Attachment B that is contaminated from the release at levels above the Tier 1 residential remediation objectives, as provided in Code Section 10-20-100 et seq., and by requiring applicants for a public way work permit in the right-of-way described in Attachment B to consult the City and complete Form No. DOE.ROW.01 (or successor document), Attachment E, before obtaining a permit.
 - a. Where the pavement in the right-of-way is to be considered an engineered barrier, the Owner agrees to reimburse the City for maintenance activities requested by Owner. Except for ordinary maintenance performed on City roadways, the City does not agree to maintain the right-of-way, nor does it guarantee that the right-of-way will continue as a roadway or that the right-of-way will always be maintained as an engineered barrier.
 - b. This agreement does not in any way limit the City's authority to construct, reconstruct, repair or maintain and operate a right-of-way upon the property identified in Attachment B or to allow others to do the same. To that extent, the City reserves the right to identify, investigate, and remove contaminated soil and/or groundwater above Tier 1 residential remediation objectives from the right-of-way identified in Attachment B and to dispose of them as it deems appropriate in accordance with applicable environmental regulations so as to avoid causing a

UNOFFICIAL COPY

further release of the contaminants and to protect human health and the environment. The Owner shall reimburse the actual costs incurred by the City or others in so identifying, investigating, removing, storing, handling or disposing of contaminated soil and/or groundwater, and it shall not be a defense for Owner that those costs were not consistent with or required by Board or United States Environmental Protection Agency regulations, guidelines or policies. Prior to incurring any such costs, and unless there is an urgent reason otherwise, the City shall first give Owner thirty days notice and an opportunity to remove or dispose of contaminated soil and/or groundwater, at Owner's cost, to the extent necessary for the City's work. Such removal and disposal shall be in accordance with all applicable laws and regulations. Failure to give this opportunity to Owner shall not be a defense to a claim for reimbursement or that the work should not have been done. There is a rebuttable presumption that the contamination found in the right-of-way described in Attachment B arose from the release of contaminants at the Site. Should Owner not reimburse the costs identified here, this Agreement shall be null and void in addition to such other remedies as may be available to the City by law.

6. The Owner agrees to indemnify and hold harmless the City, its agents and employees, and other entities using the right-of-way by a permit issued by the City, for all obligations asserted against or costs incurred by them associated with the release of contaminants of concern as described in Attachments C and D.
7. Violation of the terms of this Agreement by Owner, or its successor(s) in interest, may be grounds for voidance of this Agreement as a Highway Authority Agreement.
8. No violation of a permit by a third party shall constitute a breach of this Agreement by the City. Owner also agrees that its personnel, if any, at the Site will exercise due diligence in notifying those accessing contaminated soil in the right-of-way of their rights and responsibilities under this Agreement.
9. Should the City breach this Agreement, Owner's sole remedy is for an action for damages in the Circuit Court of Cook County. Any and all claims for damages against the City, its agents, contractors, employees or its successors in interest or others under permit from the City arising at any time are limited to an aggregate maximum of \$20,000.00. No other breach by the City, its successors in interest or others under permit, of a provision of this Agreement is actionable in either law or equity by Owner against the City or them and Owner hereby releases the City, its agents, contractors, employees and its successors in interest, or others under permit from the City for any cause of action it may have against them, other than as allowed in this paragraph, arising under this Agreement or environmental laws, regulations or common law governing the contaminated soil or groundwater in the right-of-way. Should the City convey, vacate or transfer jurisdiction of that right-of-way, Owner may pursue an action under this Agreement against the successors in interest, other than the City, or any of its departments, or State agency, in a Court of Law.

UNOFFICIAL COPY

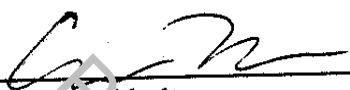
10. This Agreement is entered into by the City in recognition of laws passed by the General Assembly and regulations adopted by the Board which encourage a tiered-approach to remediating environmental contamination. This Agreement is entered into by the City in the spirit of those laws. Should any provision of this Agreement be determined to exceed the authority of the City, however, this Agreement shall be null and void.
11. This Agreement (including attachments, addendums, and amendments) shall run with the land and be binding upon all assigns and successors in interest to the Owner of the Site.
12. The City will limit access to the Site and rights-of-way as follows:
 1. Normal Access: The City will limit access to the Site and rights-of-way via the City Department of Transportation or its successor agency, by which persons seeking authorization to perform subsurface work in a City right-of-way will be informed of the nature and extent of the contamination, and will be informed that they should take appropriate steps to ensure the health and safety of people working at the Site and rights-of-way.
 2. Emergency Access: The City Board of Underground, the City Department of Buildings, and the Chicago Fire Department or their successor agencies will be notified of the contamination at this Site and adjacent rights-of-way and will be provided with all available environmental data regarding the Site and adjacent rights-of-way. Such information will be provided to utilities in the area.
13. This Agreement shall continue in effect from the date of the Agreement until contaminant concentrations in the soil and groundwater are subsequently reduced through active remediation or through natural attenuation to Tier 1 residential levels as approved by the Illinois EPA and Board regulations, such that the right-of-way identified in Attachment B is demonstrated to be suitable for unrestricted use and there is no longer a need for this Agreement, and the Illinois EPA has, upon written request to the Illinois EPA and notice to the City, amended the "No Further Remediation" determination for the Site to reflect unencumbered future use of that right-of-way.
14. Written notice and other communications relating to this agreement directed to the City shall be sent to:

Commissioner
Department of Environment
30 N. LaSalle Street
25th Floor
Chicago, IL 60602
15. Written notice and other communications relating to this agreement directed to Owner shall be sent to:

UNOFFICIAL COPY

Equiva Services, LLC.
Environmental Engineering
603 Diehl Road, Suite 103
Naperville, IL 60563

IN WITNESS WHEREOF, the City of Chicago has caused this Agreement to be signed by its duly authorized representative:

BY:  Date: 11/8/07
William F. Abolt

IN WITNESS WHEREOF, Owner, Equilon Enterprises, LLC, has caused this Agreement to be signed by its duly authorized representative:

BY:  Date: 10/25/01

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

ATTACHMENT A



UNOFFICIAL COPY

A. Site Identification

IEMA Incident # (6 digit): 870859 IEPA Generator # (10 digit): 0316335035
 Site Name: Shell Service Station, SAP # 136920
 Site Address (Not a P.O. Box): 3201 West 26th Street
 City: Chicago County: Cook

B. Site Description

Real Estate Tax/Parcel Index Number: 16-26-407-046

Legal Description of Site (may be provided on a separate sheet): Lots 1,2,3, and 4 in Waugh's
Subdivision of the East half of Block 1 in Steel's Subdivision of the South East Quarter and the East
half of the South West Quarter of Section 26, Township 39 North, Range 13, East of the Third
Principal Meridian, in Cook County, Illinois

PROPERTY OF COOK COUNTY CLERK'S OFFICE

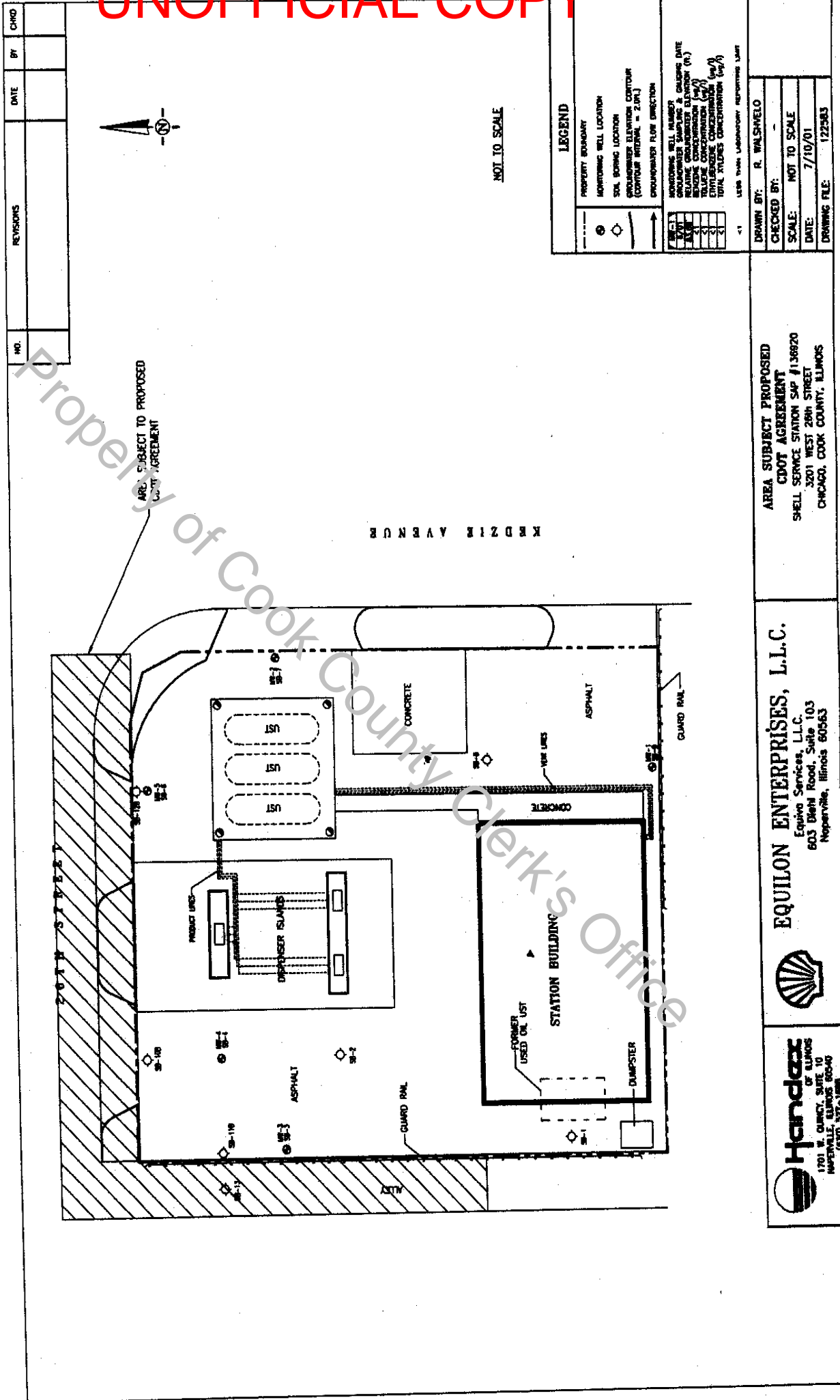
UNOFFICIAL COPY

Property of Cook County Clerk's Office

ATTACHMENT B



UNOFFICIAL COPY



NO.	REVISIONS	DATE	BY	CHKD

LEGEND

- PROPERTY BOUNDARY
- MONITORING WELL LOCATION
- SOIL BORING LOCATION
- GROUNDWATER ELEVATION CONTOUR (CONTOUR INTERVAL = 2.0 FT.)
- GROUNDWATER FLOW DIRECTION

MONITORING WELL NUMBER
 MONITORING WELL NAME
 MONITORING WELL LOCATION
 MONITORING WELL DEPTH (ft.)
 MONITORING WELL TYPE
 MONITORING WELL STATUS
 MONITORING WELL DATE
 MONITORING WELL COMMENTS

DRAWN BY: R. WALSHWELO
 CHECKED BY: -
 SCALE: NOT TO SCALE
 DATE: 7/10/01
 DRAWING FILE: 122583

AREA SUBJECT TO PROPOSED
 CDOT AGREEMENT
 SHELL SERVICE STATION SMP #136820
 3201 WEST 28th STREET
 CHICAGO, COOK COUNTY, ILLINOIS

EQUILON ENTERPRISES, L.L.C.
 Equiva Services, L.L.C.
 603 Bluff Road, Suite 103
 Naperville, Illinois 60563



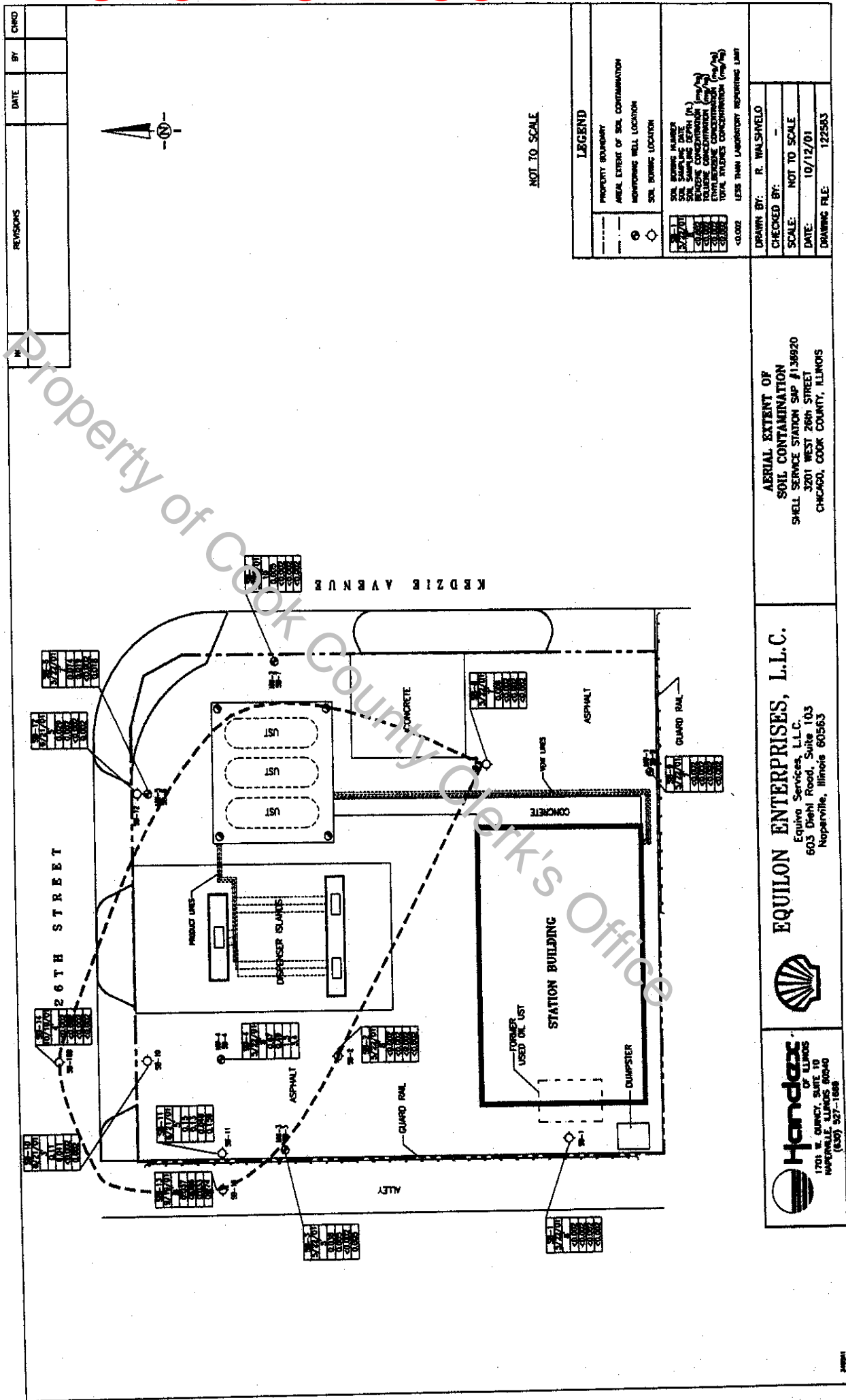
UNOFFICIAL COPY

Property of Cook County Clerk's Office

ATTACHMENT C



UNOFFICIAL COPY



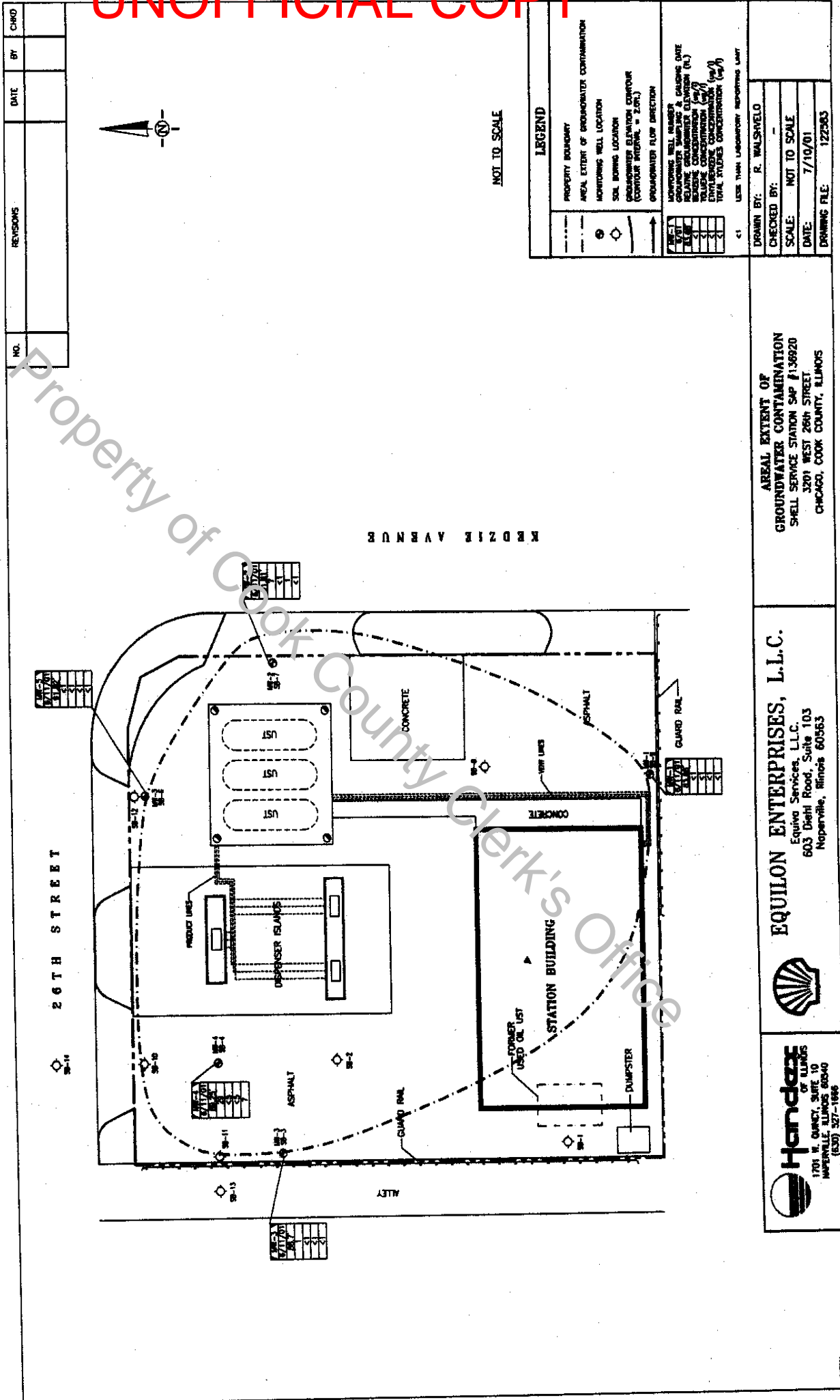
AERIAL EXTENT OF SOIL CONTAMINATION
 SHELL SERVICE STATION SAP #156920
 3201 WEST 26TH STREET
 CHICAGO, COOK COUNTY, ILLINOIS

EQUILON ENTERPRISES, L.L.C.
 Equiva Services, L.L.C.
 603 DeHl Road, Suite 103
 Naperville, Illinois 60563



Handax
 1701 W. GURNEY, SUITE 10
 WHEELING, ILLINOIS 60090
 (800) 527-1688

UNOFFICIAL COPY



AREAL EXTENT OF
 GROUNDWATER CONTAMINATION
 SHELL SERVICE STATION SAP #136920
 3201 WEST 28th STREET
 CHICAGO, COOK COUNTY, ILLINOIS

EQUILON ENTERPRISES, L.L.C.
 Equiva Services, L.L.C.
 603 DeHill Road, Suite 103
 Naperville, Illinois 60563



Handax
 OF ILLINOIS
 1701 N. QUINCY, SUITE 10
 NAPERVILLE, ILLINOIS 60540
 (630) 327-1888

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

ATTACHMENT D



UNOFFICIAL COPY

TABLE 1
Soil Analytical Results

Shell Service Station, SAP #136920
3201 West 26th Street
Chicago, Cook County, Illinois

IEMA #870859
Handex Project #122583

Tier 1 Exposure Routes With Remediation Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylene(s) (mg/kg)
Ingestion			22	16,000	7,800	16,000
Inhalation			0.8	650	400	410
SCGIER - Class I Groundwater			0.03	12	13	150
SCGIER - Class II Groundwater			0.17	29	19	150
Soil Sample Location	Depth (ft)	Date				
SB-1	3	5/22/01	<0.002	<0.002	<0.002	<0.002
SB-2	3	5/22/01	<0.002	<0.002	<0.002	<0.002
SB-3	5	5/22/01	0.038	0.005	<0.002	0.005
SB-4	8	5/22/01	0.67	0.49	1.5	3.4
SB-6	7	5/22/01	0.074	0.019	<0.002	0.018
SB-7	10	5/22/01	0.005	<0.002	<0.002	<0.002
SB-8	7	5/22/01	0.006	<0.002	<0.002	<0.002
SB-9	7	5/22/01	<0.002	<0.002	<0.002	<0.002
SB-10	3	6/21/01	0.11	0.011	<0.002	0.002
SB-11	5	6/21/01	0.15	0.13	0.048	0.156
SB-12	5	6/21/01	0.029	0.002	<0.002	0.002
SB-13	4	9/19/01	0.037	0.086	0.033	0.274
SB-14	4	10/10/01	<0.002	<0.002	<0.002	<0.002

NOTES:

- 1) mg/kg = milligrams per kilogram
- 2) SCGIER = Soil Component of the Groundwater Ingestion Exposure Route
- 3) ft = Feet
- 4) **Bold** = Analytical result exceeds soil remediation objective
- 5) <0.002 = Not detected above laboratory reporting limit
- 6) Samples were analyzed using USEPA Method 8020A.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

ATTACHMENT E



UNOFFICIAL COPY

City of Chicago
Richard M. Daley, Mayor

Department of Environment

William F. Abolt
Commissioner

Twenty-fifth Floor
30 North LaSalle Street
Chicago, Illinois 60602-2575
(312) 744-7606 (Voice)
(312) 744-6451 (FAX)
(312) 744-3586 (TTY)

<http://www.ci.chi.il.us>

Date _____

Site Address _____

**CITY OF CHICAGO DEPARTMENT OF ENVIRONMENT
FORM NO. DOE.ROW.01**

Notice is hereby given that the site you have requested information on is recorded with the City of Chicago Department of Environment as potentially having environmental contamination on the site and adjacent right-of way. This environmental contamination could present a threat to human health and safety in connection with work performed at the site, or in the adjacent right-of-way, if proper safeguards are not employed.

A file containing detailed information regarding the aforementioned environmental contamination can be reviewed by contacting the City of Chicago Department of Environment at 30 N. LaSalle St., 25th Floor, Chicago, Illinois, 60602 during normal business hours (8:30 AM - 4:30 PM, Monday through Friday).

Please complete the following:

I have reviewed and understand the documents, maintained by the Department of Environment, regarding environmental contamination of the site and adjacent right-of-way. Further, I will assure that all work at the subject site and adjacent right-of-way will be performed in a manner that is protective of human health and the environment and in compliance with all applicable local, state, and federal laws, rules, and regulations, especially those pertaining to worker safety and waste management.

Signature _____

Name (print) _____

Company _____

Phone No. _____

Signed by Department of Environment _____

Date _____

Please return this completed form to the City of Chicago Department of Transportation at 30 N. LaSalle St., 6th Floor, Chicago, Illinois, 60602 during normal business hours (8:30 AM - 4:30 PM, Monday through Friday).

