UNOFFICIAL CO

Eugene *Gene* Moore

Cook County Recorder of Deeds Date: 08/04/2003 11:54 AM Pg: 1 of 20

PREPARED BY:

Name: Shell Oil Products US

Address: 918 West Jackson Blvd

Chicago, IL 60607

RETURN TO:

Name: Shell Oil Products US

Address: 603 Diebl Rd, Suite 103

Naper 11 IL 60563

(THE ABOVE SPACE FOR RECORDER'S OFFICE)

Legal Description or Reference to a Fia Showing the Boundaries: see Attachment A

Common Address: 918 West Jackson Blvd, Chicago, Illinois

Real Estate Tax Index/Parcel Index Number: 17-17-220-004, 17-17-220-005, 17-17-220-006, Olynin Clark's Office

and 17-17-220-007

Site Owner: Shell Oil Products US

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Site PIN 17-17-220-004,005,006, and 007

TIERED APPROACH TO CORRECTIVE ACTION RIGHT-OF-WAY AGREEMENT

This Agreement is entered into this 2/5 day of March, 2002 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 Shell Oil Company ("Owner") and ("Operator"), together referred to herein as "Owner/Operator", and the City of Chicago ("City"), as follows:

- 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 Gwigar/Operator. The duly authorized representatives of Owner and Operator have signed this Agreement, and this Agreement is binding upon them, their successors and assigns.
- 2. Owner/Operator stipulates:
 - a. Owner/Operator is pursuing corrective action at a Site and in the right-of-way adjacent to the Site located at 918 West Jackson Boulevard, Chicago Illinois ("Site"). Site is legally described in the Trustee's Deed In Trust, in Attachment A.
 - b. The right-of-way adjacent to the Site, described or depicted 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 III. 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 981446 to the Site.
 - f. Owner/Operator has requested risk-based, site-specific soil and/or groundwater remediation objectives from the Illinois Environmental

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Protection Agency ("Illinois EPA") under the Act and 35 Ill. Admin. Code. Section 742.

- g. Under 35 III. 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.
- 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/Operator at its expense along with the littiois EPA's "No Further Remediation" determination with the Cook Courty Recorder of Deeds. The Owner/Operator will similarly record any attachments, addendums, or alterations to this Agreement. Within thirty (35) days of such recording with the Cook County Recorder of Deeds, the Owner/Operator 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 croundwater 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/Operator agrees to reimburse the City for maintenance activities requested by Owner/Operator. 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

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continue as a roadway or that the right-of-way will always be maintained as an engineered barrier.

- This agreement does not in any way limit the City's authority to construct, b. 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 further release of the contaminants and to protect human health and the environment. The Owner/Operator 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/Operator 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/Operator thirty days notice and an opportunity to remove or dispose of contaminated soil and/or groundwater, at Owner/Operator'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/Operator shall not be a defense to a claim for reimburgement 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/Operator not reimburse the costs identified here, this Agreement coall be null and void in addition to such other remedies as may be available to the City by law.
- 6. The Owner/Operator 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/Operator, 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/Operator 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.

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- Should the City breach this Agreement, Owner/Operator's sole remedy is for an 9. 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/Operator against the City or them and Owner/Operator 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 i 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/Operator 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.
- 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, adjendums, and amendments) shall run with the land and be binding upon all assigns and successors in interest to the Owner/Operator 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 heath 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

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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 Tier 1 residential 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 Tier 1 residential 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/Operator shall be sent to:

Shell Oil Products US
Mr. John Robbins
Sr. Environmental Engineer
HSE/Science & Engineering
603 Diehl Road
Naperville, IL 60563

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

BY: Many Main Amount Date: 3/2//2

William F. Apolt N. Marcia Dimence

Commissioner Department of Environment

IN WITNESS WHEREOF, Owner, Shell Cit Concary has caused this Agreement to be signed by its duly authorized representative:

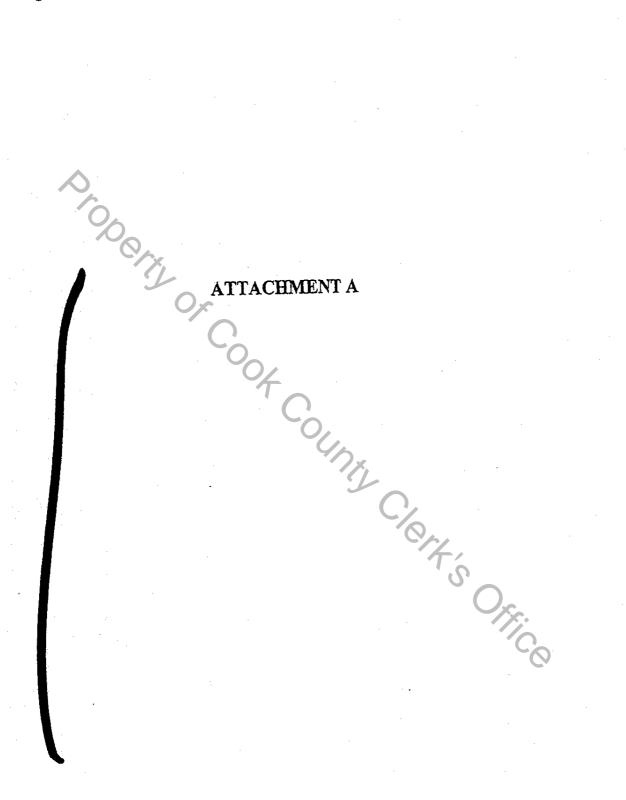
BY: Date: 315/02

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

Date: NA Date: NA

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TR	UST	EE	S	DE	ED
	IN	TRI	US	T	

DOCUMENT NUMBER

97350834

SEPT-01 RECORDING

\$27.SP

- . 149099 1RAN 8627 05/19/97 14:42400
- #1724 # BK #-97-350834
- COOK COUNTY RECORDER

RECORDERS USE ONLY

Lots 9, 10, 11 and South 1/2 of Lot 12 in Block 13 of Durcan's Addition to Chicago, a Subdivision of the East 1/2 of the North East 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

2750

Exempt under provisions of Paragraph e. S. ction 1 C of the Real Priorie Transfer Tax Act.

Dated this 912 day of MAY AD. 10 97

9701 CB34

NOTE: If additional space is required for legal-attach on separate \$1/2 x 11 sheet, together with the appurtenances attached thereto.

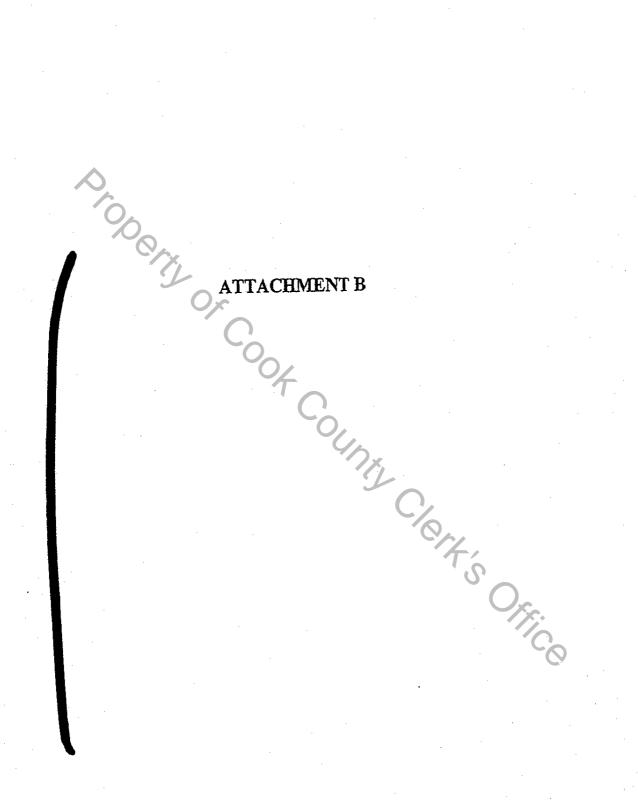
PIN: 17-17-220-004 and 17-17-220-005 and 17-17-220-006 and 17-17-220-007

The provisions on the reverse side hereof are incorporated into and made a part of this deed.

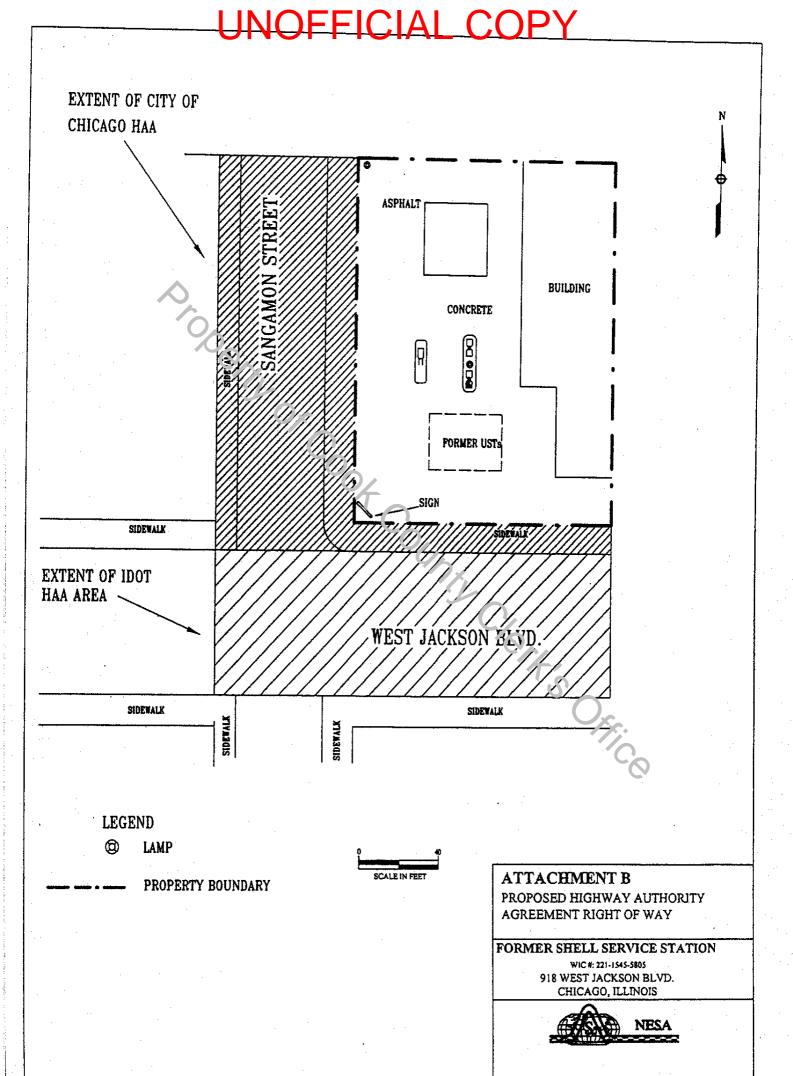
This Deed is executed by the Grantor, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement first above mentioned, including the authority to convey directly to the Trustee/Grantee named herein, and of every other power and authority thereunto enabling.

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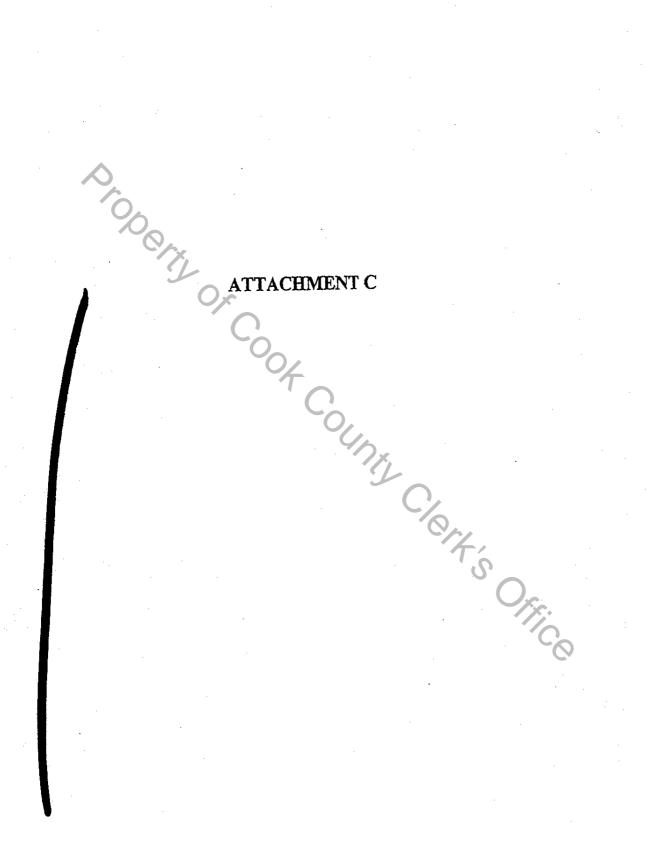


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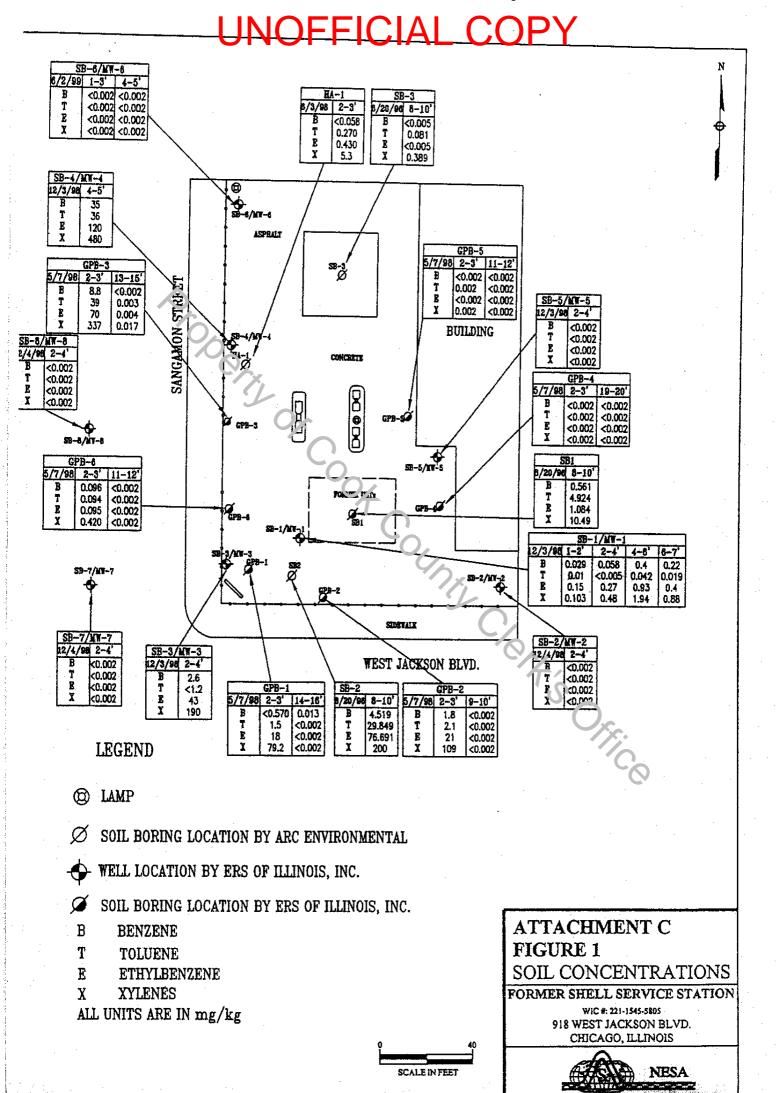


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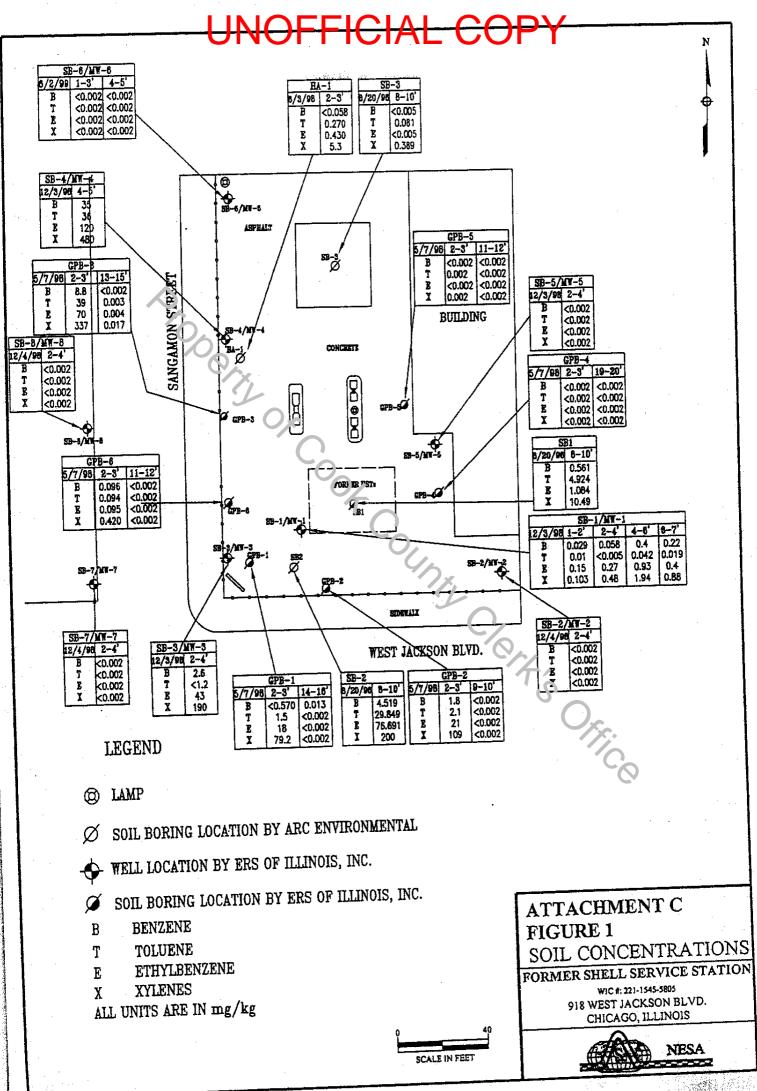
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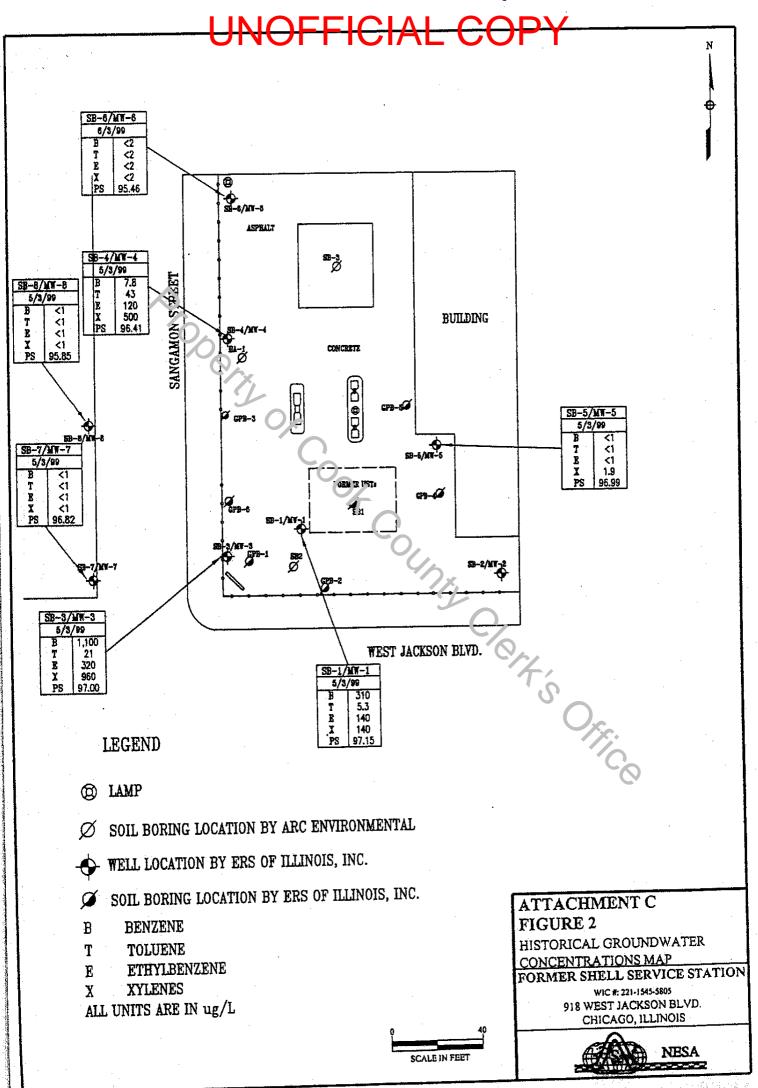
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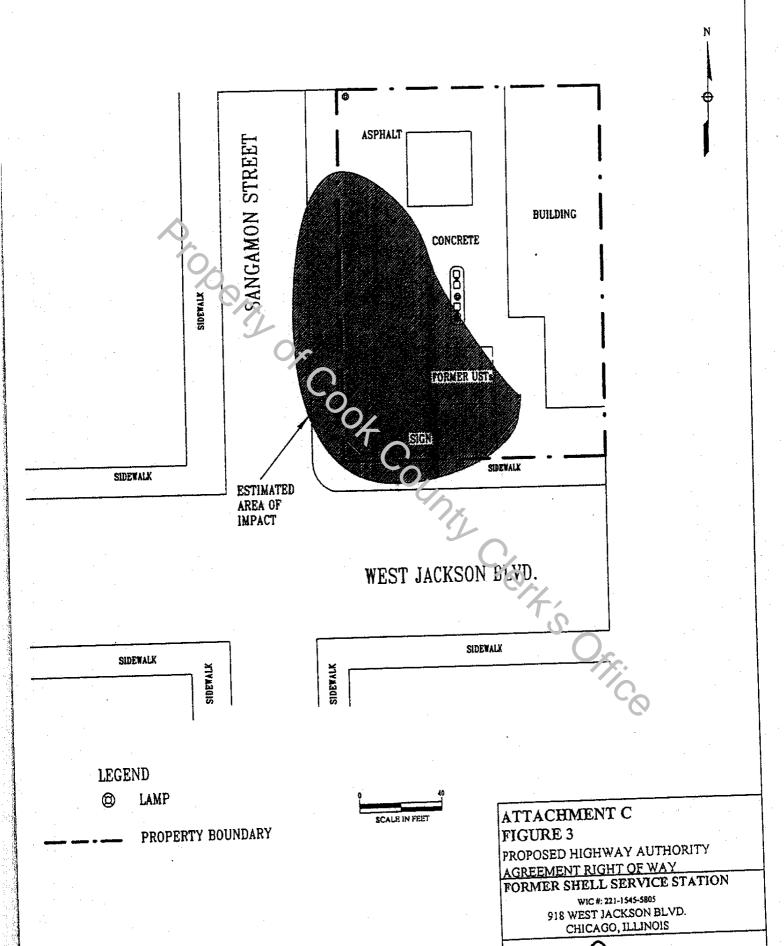
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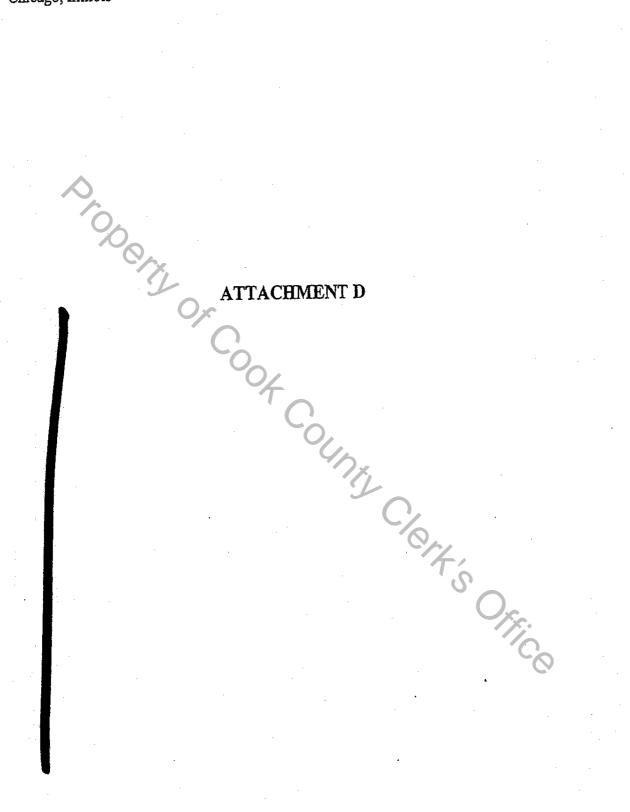
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Former Shell Service Station # 129592 NOFFICIAL COPY Chicago, Illinois

Attachment D

Table 1

SOIL CONCENTRATIONS

Former Shell Service Station

918 West Jackson Blvd., Chicago, Illinois

Boring #	Date	Depth (Feet)	Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (mg/kg)
ier 1 - SRO - Residential Migrada to Groundwater			0.03	12	13	150
ier 1 - SRO - Kesi lential Inhalation	·		0.8	650	400	410
ier 1 - SRO - Residentia. Ingestion	Ž		22	16000	7800	160000
HA-1	6/3/10/90	2-3	<0.058	0.27	0.43	5.3
SB-6/MW-6	6/3/1999	1-3	<0.002	<0.002	<0.002	<0.002
SB-6/MW-6	6/3/1999	4-5	<0.002	<0.002	<0.002	<0.002
SB-1/MW-1	12/3/1998		0.029	0.01	0.15	0.103
SB-1/MW-1	12/3/1998	2-4	0.058	<0.005	0.27	0.48
SB-1/MW-1	12/3/1998	4-6	3.4	0.042	0.93	1.94
SB-1/MW-1	12/3/1998	6-7	0.22	0.019	0.4	0.88
SB-2/MW-2	12/4/1998	2-4	<0.502	<0.002	<0.002	<0.002
SB-3/MW-3	12/3/1998	2-4	2.6	<1.2	43	190
SB-4/MW-4*	12/3/1998	4-5	35	36	120	480
SB-5/MW-5	12/3/1998	2-4	<0.002	<0.002	<0.002	<0.002
SB-7/MW-7	12/4/1998	2-4	<0.002	<0 002	<0.002	<0.002 <0.002
SB-8/MW-8	12/4/1998	2-4	<0.002	<0.002	<0.002	79.2
GPB-1	5/7/1998	2-3	<0.57	1.5	18	<0.002
GPB-1	5/7/1998	14-16	0.013	<0.002	< 0.002	109
GPB-2	5/7/1998	2-3	1.8	2.1	10.000	<0.002
GPB-2	5/7/1998	9-10	<0.002	<0.002	<0.0(2	337
GPB-3	5/7/1998	2-3	8.8	39	70	0.017
GPB-3	5/7/1998	13-15	<0.002	0.003	0.004	0.017 0.002
GPB-4	5/7/1998	2-3	< 0.002	<0.002	<0.002 <0.002	0.002
GPB-4	5/7/1998	19-20	<0.002	<0.002	<0.002	0.002
GPB-5	5/7/1998	2-3	<0.002	0.002	<0.002	<0.002
GPB-5	5/7/1998	11-12	<0.002	<0.002	0.002	0.42
GPB-6	5/7/1998	2-3	0.096	0.094	<0.002	<0.002
GPB-6	5/7/1998	11-12	< 0.002	<0.002	1.084	10.49
SB-1	8/20/1996		0.561	4.924	76.691	200
SB-2	8/20/1996		4.519	29.849	<0.005	0.389
SB-3	8/20/1996	8-10	<0.005	0.081		

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HAA
Former-Shell Service Station # 129503
Chicago, Illinois

Attachment D Table 2

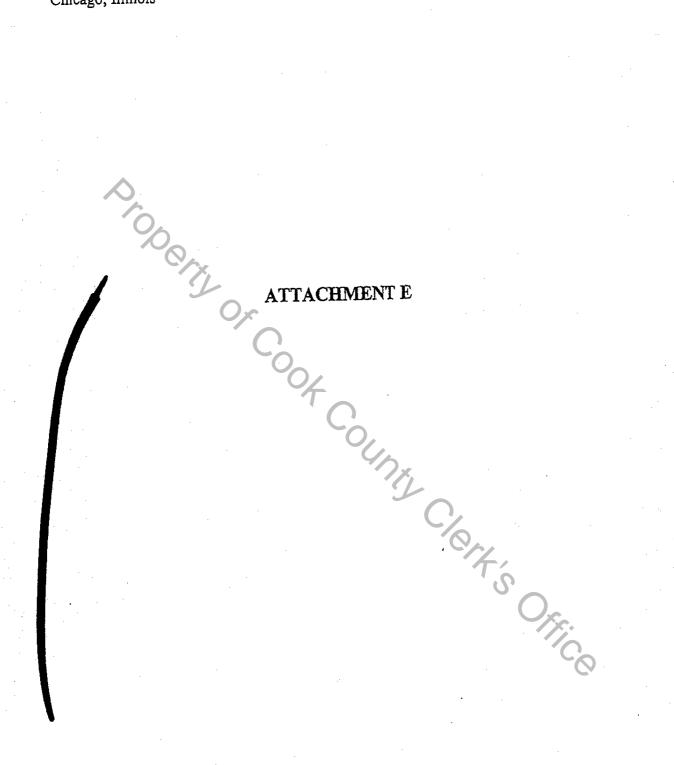
GROUNDWATER CONCENTRATIONS

Former Shell Service Station 918 West Jackson Blvd., Chicago, Illinois

MW#	Date	Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)
Tier 1 GRO - Class I		5	1000	700	10,000
WW.1	12/8/1998	NA	NA	NA	NA
MW'-1)	1/28/1999	360	39	380	900
MW-1	5/3/1999	310	5.3	140	140
MW-1	12/18/2001	95	37	15	12
MW-2	12/8/1998	NA	NA	NA	NA
MW-2	1/28/1999	NA	NA	NA	NA
MW-2	5/3/199)	<1	<1	<1	<1
MW-2 MW-2	12/18/2(0)	<1	<1	<1	<1
MW-3	12/8/1998	NA	NA	NA	NA
MW-3	1/28/1999	1,200	31	260	1,100
MW-3	5/3/1999	1,100	21	320	960
MW-3	12/18/2001	626	<5	61	94
MW-4	12/8/1998	NA	NA	NA	NA
	1/28/1999	110	79	59	300
MW-4	5/3/1999	8	43	120	500
MW-4	12/18/2001	113	<1	32	42
MW-4	12/8/1998	NA	NA	NA	NA NA
MW-5	1/28/1999	NA	NA	NA	NA.
MW-5	5/3/1999	~ 1.	<1	(2)	<1
MW-5	12/18/2001	WEL	L NOT SAM	PLED - INACCE	SIBLE
MW-5	6/3/1999	<1	<1	<1	<u> </u>
MW-6	12/18/2001		<1	<1	<10<1
MW-6	12/8/1998		NA	NA	(1/)
MW-7	1/28/1999	 	<1	<1	<1
MW-7	5/3/1999		<1	<1	· <1
MW-7	12/18/200		<1	<1	<1
MW-7	12/8/1998		NA	NA	N/
MW-8	1/28/1999		<1	<1	< 1
MW-8	5/3/1999		<1	<1	<
MW-8	12/18/200		<1	<1	
MW-8 NA = Not Analyzed	12/10/200	<u></u>			

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Attachment E



City of Chicago Richard M. Daley, Mayor

Department of Factorment

William F. Ahol: Commissioner

Twenty-fifth Floor 50 North LaSalle Street Chirago, Illinois 60602-2575 (312) 744-6451 (FAX) (312) 744-6451 (FAX)

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

Permit No.		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 is available for review at the Department of Environment at 30 N. LaSalle St., 25th Floor, Chicago, Illinois 60602 during normal cusiness hours (8:30 AM - 4:30 PM, Monday through Friday). Contact Rh ms. Begum at (312) 744-3152 for an appointment. This file must be reviewed in the remainder of this form completed before the permit can be issued.

Please complete the following

I have reviewed and understand the documents, maintained by the Department of Environment, segurding 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 heritand 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)		
realic Quinty		
Company		
	was	
Phone No.		
I HOHE ING.	** *** *** *** *** *** *** *** *** ***	

Signed by Department of Environment

Date

Please return this completed form to the City of Chicago Department of Transportation at 30 N. LaSalle St., Room 1101, Chicago, Illinois 60602 during normal business hours (8:30 AM - 4:30 PM, Monday through Friday).

Revised Apr. 5, 3000



