



Doc#: 0508734014
Eugene "Gene" Moore Fee: \$90.50
Cook County Recorder of Deeds
Date: 03/28/2005 03:59 PM Pg: 1 of 34

mail to:
Joseph A. Girardi
Henderson + Lyman
175 W. Jackson
Suite 240
Chicago, Illinois 60604

AGREEMENT

This Agreement is made as of March 9th 2005, by and between the following entities, referred to herein as the Parties:

Equilon Enterprises LLC

Attn: Property & Planning
12700 Northborough, Ste. 300
Houston, Texas 77067
Phone: 281-874-7000
Fax: 281-874-2294

Attn: John Robbins
603 E. Diehl Road, Suite 103
Naperville, Illinois 60563
Phone: 630.276.4206
Fax: 281.212.3256
E-mail: jrrobbins@shellopus.com
("Equilon")

and

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Salvatore Pernice
 3 N 614 Central Court
 Addison, IL 60101
 Phone: _____
 Fax: _____
 E-mail: _____
 ("Owner")

WHEREAS, Owner owns certain property commonly known as 935 E. St. Charles Road, Lombard, Illinois, and as legally described in Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, an underground storage tank system as defined in 40 CFR Part 280 or supplanting federal regulations, and a waste oil tank, owned by Equilon or its predecessors in interest ("UST System") was present on the Property;

WHEREAS, petroleum hydrocarbons, including gasoline additives, are, and used oil (collectively "Substances") may be, present on the Property;

WHEREAS, Owner purchased the Property with full knowledge of the presence of subsurface Substances;

WHEREAS, Owner intends to redevelop the Property in accordance with the plans and specifications for a commercial building on the site, as prepared by EKASH Associates, Ltd. on August 3, 2004 - Shell Permit ("Plans"), a copy of which have heretofore been provided to Equilon by Owner, and which are incorporated herein and made a part hereof by reference (the "Development"); and

WHEREAS, the Parties desire to investigate and, if necessary, perform removal or remediation of any Substances to bring the Property into compliance with applicable law and to facilitate the Development subject to and on the terms and conditions set forth herein.

NOW, THEREFORE, in exchange for the mutual promises and considerations stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GRANT OF LICENSE. Owner hereby grants a nonexclusive irrevocable license from the date of this Agreement to Equilon, its employees, authorized agents and contractors, and any relevant governmental agency with jurisdiction ("Agency"), its employees, authorized agents and contractors, to enter the Property to perform all monitoring well installations, tests, inspections,

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borings, engineering studies, surveys, appraisals, environmental studies, remediation operations or other activities hereinafter referred to as "Corrective Action" that Equilon deems necessary to comply with all applicable federal, state and local statutes, regulations, ordinances directives, orders and standards for Corrective Action related to the UST System. If, after notice from Equilon, Owner fails to provide reasonable access to Equilon, or Owner unreasonably interferes with Equilon's activities on the Property, such failure shall constitute a waiver of any right, claim or cause of action Owner may have against Equilon pursuant to this Agreement or to perform or continue Corrective Action on the Property. Such waiver shall not constitute Equilon's sole remedy for breach of this provision, which remedies may include, without limitation, consequential damages. This Agreement is intended and shall be construed only as a temporary license to enter and conduct the Corrective Action upon the Property and not a grant of easement or any other interest in the Property. All remediation equipment installed by Equilon shall not materially adversely affect Owner's construction of the Development, as defined in this Agreement, and Equilon shall provide Owner with the location of any monitoring wells which are deemed to be necessary. Owner shall, as soon as possible, but not later than thirty (30) days after damage or destruction, replace or repair, at its sole expense, all monitoring wells, monitoring well pads, remediation equipment or piping installed by Equilon on the Property and damaged or destroyed by Owner.

2. ENVIRONMENTAL INVESTIGATION AND REMEDIATION. Subject to any of the terms, limitations and conditions of this Agreement, for as long as this Agreement remains in effect, Equilon, at its sole expense, agrees to conduct any necessary Corrective Action at the Property in accordance with all applicable federal, state and local statutes, regulations, ordinances and standards; provided, however, Equilon is under no obligation to Owner to (a) conduct any Corrective Action other than that which is necessary to achieve "no further remediation" status at Tier II - Commercial/Industrial standards, pursuant to 35 Illinois Administrative Code 742, utilizing all of the institutional controls, engineered barriers and other restrictions provided for in section 6 of this Agreement, or (b) remedy or respond to any environmental liability or condition on the Property that cannot be attributed to the UST System.

3. REGULATIONS. Owner hereby agrees to comply with all existing and future applicable laws and regulations pertaining to underground storage tank systems, including but not limited to those requiring insurance, inventory records, leak detection devices, system inspections, tank and line tests and tank field monitoring well tests. At all times prior to termination of this Agreement Owner further agrees to (a) copy Equilon, within fifteen (15) days of the date of receipt of a request by Equilon, with any records pertaining to the above, and (b) make available for review by Equilon at the Property during normal business

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hours, upon written request of Equilon, all records required by applicable laws relating to the operation of a petroleum underground storage tank system at the Property or relating to or concerning the environmental condition of the Property.

4. THE DEVELOPMENT. Should Owner, during the time this Agreement is in force and effect, conduct the Development in accordance with the Plans, Equilon shall be responsible for certain costs and expenses associated with the disposal of certain soil and disposal or treatment of certain groundwater encountered during the Development, in accordance with the following guidelines and requirements:

4.1 Owner shall provide Equilon with written notification not less than seven (7) days in advance of the date on which Owner plans to begin construction at the Property for the Development. Owner's written notification to Equilon shall state the dates during which the construction work will be performed and contain detailed work plans;

4.2 During the seven (7) day period following the notice from Owner, the Parties will coordinate and cooperate with each other in planning the simultaneous performance of the Development and removal activities at the Property in such a manner as to minimize cost and time for each Party, including agreeing upon the scope and schedule of the removal activities and the schedule of the transporters and trucks needed for disposal. Owner shall not commence construction activities (including excavation) on the Property until the expiration of the seven (7) day notice period;

4.3 Owner shall notify Equilon not less than three (3) business days in advance of excavation of any soils at the Property. Equilon will screen excavated soils for the presence of petroleum hydrocarbon contamination using a Photo Ionization Detector ("PID"). Equilon may also collect representative soil samples for BTEX analyses. Soil excavated at the Property for the Development will be handled as follows:

(a) Soil that exhibits no BTEX levels. Such soil will be considered "clean soil." Such "clean soil" may be used by Owner for back-filling or other Development purpose at the Property. Owner shall, at its sole cost and expense, remove and properly dispose of any such "clean soil" should Owner decide not to use such "clean soil" for back-filling or other Development purpose.

(b) Soil with BTEX levels below Illinois Tier I - Commercial/Industrial soil remediation objectives. Such soil must either (i) be left in place by Owner at the Property or (ii) Owner

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shall, at its sole cost and expense, transport and properly dispose of any such soil off the Property at a permitted treatment, storage and disposal facility, or any other facility legally capable of accepting such soil, in accordance with all applicable laws, rules and regulations.

(c) Soil with BTEX levels in excess of Illinois Tier I - Commercial/Industrial soil remediation objectives. Owner, under the direction of Equilon, shall segregate any such soil from other soil. Owner, at its sole cost and expense, shall place such soil in trucks provided by Owner. Owner, at its sole cost, shall, transport such soil offsite and properly dispose of such soil at such permitted treatment, storage and disposal facility legally capable of accepting such soil (collectively "Disposal Facility") as Equilon shall direct; provided, however, Equilon shall be responsible to Owner for the incremental cost difference between the amount charged by the Disposal Facility for accepting such soil and the amount charged by the Disposal Facility for accepting "clean soil".

4.4 Owner shall notify Equilon not less than three (3) business days in advance of the removal of any liquids at the Property. Equilon may screen removed liquids for the presence of petroleum hydrocarbon contamination using a Photo Ionization Detector ("PID"). Equilon may also collect representative liquid samples for BTEX analyses. Liquids with BTEX levels shall be considered "contaminated." Owner shall place, at its sole cost and expense, such contaminated liquids in trucks provided by Owner. Owner shall, at its sole cost and expense, transport and properly dispose of such contaminated liquids off the Property at such permitted treatment, storage and disposal facility legally capable of accepting such contaminated liquids (collectively "Disposal Facility") as Equilon shall direct; provided, however, Equilon shall be responsible to Owner for the amount charged by the Disposal Facility for accepting such contaminated liquids.

4.5. Failure of Owner to give Equilon notice of Development activities as required herein shall relieve Equilon from any responsibility or liability to Owner for any costs, expenses or consequential damages that may result from Owner undertaking such Development activities. For purposes of this section, all notifications shall be made to John Robbins, 603 E. Diehl Road, Suite 103, Naperville, Illinois 60563, Phone: 630.276.4206, Fax: 281.212.3256, E-mail: jrrobbins@shellopus.com.

5. TERMINATION. Upon completion of its Corrective Action at the Property, this Agreement shall terminate and Equilon shall have no further obligation or responsibility to perform Corrective Action at the Property. Owner

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agrees that Equilon will have completed its Corrective Action upon a determination by the Illinois Environmental Protection Agency or other applicable government agency that no further action is required by Equilon, or that the Corrective Action taken by Equilon at the Property has been completed, by such agency issuing a Corrective Action Completion Report, No Further Remediation Letter, or similar documents, and such documents being recorded against the Property, if required by applicable law.

6. RESTRICTIONS TO WHICH THE PROPERTY SHALL BE SUBJECT. Owner, as part of the consideration for this Agreement, covenants and agrees, as follows:

(a) no basement will be constructed on the Property;

(b) no potable water well will be installed or maintained on the Property;

(c) if, and to the extent, deemed necessary by Equilon, in Equilon's sole discretion, Owner will maintain, at Owner's sole expense, an engineered barrier on the Property to prevent access to native soils;

(d) the use of the Property will be restricted to commercial or industrial purposes only;

(e) except as otherwise specifically provided to the contrary in this Agreement, all soils or liquids removed or excavated from, or disturbed on, the Property will be handled and disposed of by Owner in accordance with all applicable environmental laws, statutes, rules and regulations, at Owner's expense;

(f) all worker safety requirements for handling petroleum contaminated soil or groundwater will be observed;

(g) Equilon is authorized by Owner to record against the Property such No Further Remediation letters or similar documents (collectively "NFR Letters") as may be issued by the Illinois Environmental Protection Agency or other government agency having jurisdiction over the Property, and Owner shall execute all documents and take all action as required of Owner for the issuance and recording of such NFR Letters against the Property; provided, however, such NFR Letters do not contain any restrictions, conditions or limitations on the Property other than those (i) provided for, or allowed to be imposed by Equilon, in this Agreement, or (ii) otherwise applicable to the Property; and

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(h) Owner shall comply, at Owner's expense, with all of the terms and conditions of such NFR Letters.

The foregoing covenants, conditions, restrictions and agreements (i) shall run with the land, (ii) shall bind Owner's heirs, administrators, executors, successors and assigns, and subsequent owners, lessees, tenants and occupants of the Property, (iii) are made for, and shall inure to, the benefit of Equilon and its successors and assigns, and (iv) shall survive the termination of this Agreement. Equilon's waiver of any breach of the foregoing covenants, restrictions and agreements shall not constitute a waiver of the covenants or restrictions nor of any subsequent breach hereof.

7. **MUTUAL COOPERATION.** Equilon agrees to coordinate its activities with Owner to minimize any inconvenience to or interruption of the conduct of Owner's business or development of the Property including, but not limited to, providing reasonable notice prior to all activities which Equilon believes may interrupt the conduct of Owner's business. Owner agree(s) to cooperate with Equilon, and execute any additional documents including, without limitation, permit applications, which may reasonably be required to effectuate the purpose of this Agreement. Owner further agree(s) not to interfere with the activities conducted by Equilon on the Property.

8. **PERMITS.** Equilon, with the reasonable cooperation of Owner, but at no expense to Owner, shall obtain any and all permits which may be required for the Corrective Action it conducts pursuant to this Agreement.

9. **REPORTS.** Equilon agrees to provide Owner with copies of reports that are submitted to the Agency outlining the results of Equilon's Corrective Action performed pursuant to this Agreement.

10. **SITE RESTORATION.** Equilon agrees, upon completion of the Corrective Action contemplated by this Agreement, to restore the surface of the Property to as near the approximate grade and pavement as existed prior to said Corrective Action as is reasonably possible, including proper plugging, abandonment or removal of any monitoring well as may be required in accordance with applicable law. Equilon shall not be responsible for the repair or replacement of underground utilities (except for public underground utilities damaged by Equilon) or other structures (including canopies) on the Property.

11. **INDEMNITIES.** Equilon agrees to indemnify, defend and hold Owner (collectively referred to as "Indemnified Party") harmless from any and all liabilities, losses, claims, demands, or orders arising out of the Corrective Action Equilon performs pursuant to this Agreement, except to the extent that any said liabilities, losses, claims, demands, or orders may be attributed in whole

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or in part to the negligence, gross negligence or intentional act of the Indemnified Party or its agents, contractors or employees. Equilon's indemnification obligation shall not include direct or indirect economic loss attributable to short term business interruptions as a result of Equilon's activities on the Property. This indemnity shall terminate at the time the Corrective Action is complete as set forth in this Agreement and shall be of no further force or effect thereafter.

If underground or above ground storage tank systems are used for any purpose on the Property at any time subsequent to the execution of this Agreement, then Owner agrees to indemnify, defend and hold harmless Equilon, its respective parents, predecessors, subsidiaries, affiliates, officers, directors, employees, agents, and each of their predecessors, successors, heirs and assigns from any and all liabilities, losses, claims, demands, or orders, including without limitation attorney's fees, litigation costs, money damages, fines or penalties, environmental response costs, natural resource damage assessments or awards (collectively referred to as "Liabilities"), arising out of the purchase, use, operation, maintenance, installation or removal or abandonment of underground or above ground storage tank systems at the Property by Owner or any person allowed by Owner to install, use, maintain, operate, remove or abandon underground or above ground storage tank systems at the Property ("Third Party") which may be found to be contributing to or causing: a) personal injury, disease or death; b) damage or loss to property; or c) the need for Corrective Action at the Property or any other property, regardless of whether or not such Liabilities are caused by the sole negligence, concurrent negligence, gross negligence, or intentional conduct of Owner or Third Party, and regardless of whether or not such Liabilities are strictly imposed by operation of law with or without fault. This indemnity shall survive the termination of this Agreement.

12. **RELEASE.** In exchange for Equilon's commitments as set forth in this Agreement, effective upon termination of this Agreement Owner hereby releases, acquits, holds harmless and forever discharges Equilon, and its parents, predecessors, subsidiaries, affiliates, officers, directors, employees, agents, and each of their predecessors, successors, heirs and assigns of and from any and all claims, rights, causes of action, demands Owner, its heirs, predecessors, successors and assigns may have, whether directly or indirectly, whether accrued in the past, present, or future, whether known or unknown, whether for damages or equitable relief of any sort including, without limitation, claims for personal injury, attorneys' fees, consulting and expert fees, Corrective Action costs, diminution in the value or financeability of the Property, loss of use or damage to the Property, loss of profits, rentals and other business opportunity, increased development costs, and any and all other property damages and damages to natural resources on the Property or other property owned by Owner and located adjacent to the Property, which in any way arise from or relate to the

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Property, specifically including but not limited to, the use, operation, maintenance, installation or removal or abandonment of UST System, Substances at the Property or the environmental condition of the Property.

OWNER REPRESENT(S) AND WARRANT(S) THAT IT HAS READ THIS RELEASE AND HAS CONSULTED ITS ATTORNEY OR HAS HAD THE OPPORTUNITY TO CONSULT AN ATTORNEY AND FREELY CHOSEN NOT TO DO SO.

13. ASSIGNMENT AND REIMBURSEMENT FROM TRUST FUNDS. Owner hereby assign(s) to Equilon any and all rights it may have against the applicable state and federal fund established by the state or federal government to fund or reimburse cleanups, assessments, remediations or satisfaction of claims at UST System sites. Owner agree(s) to cooperate with Equilon, including execution of additional documents, if necessary, in obtaining any allowable reimbursement from a state and federal fund established by the state or federal government to fund or reimburse cleanups, assessments, remediations, or satisfaction of claims at UST System sites and that any moneys obtained from said fund shall belong solely to Equilon.

14. CONDITIONS PRECEDENT. It is a condition precedent to the performance by Equilon of any and all of its obligations contained in this Agreement that, and Equilon's performance of any and all of its obligations contained in this Agreement is specifically conditioned upon and subject to, (a) Owner faithfully, timely and completely performing each and every one of its obligations contained in this Agreement, and (b) the Village of Lombard granting, executing, and recording in the DuPage County Recorder's Office, the Highway Authority Agreement attached hereto and made a part hereof as Exhibit C.

15. RECORDING. This Agreement shall be recorded immediately after its execution by the parties. Owner represents and warrants to Equilon that (a) it is the legal title holder of the Property, (b) it has the full right and authority to record this Agreement, and (c) when recorded this Agreement shall be binding upon the Owner and the Property.

16. DISPUTE RESOLUTION. The Parties agree that should any dispute arise under this Agreement which cannot be amicably resolved, the dispute shall be submitted to mediation prior to being submitted to arbitration under the rules and procedures of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any mediator or arbitrator selected by the parties shall be knowledgeable in environmental law and/or remediation technologies.

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17. AGREEMENT TO RUN WITH LAND. This Agreement (i) shall run with the land, (ii) shall bind Owner's heirs, administrators, executors, successors and assigns, and all subsequent owners, lessees, tenants and occupants of the Property, and (iii) is made for, and shall inure to, the benefit of Equilon and its successors and assigns. Equilon's waiver of any breach of the foregoing covenants, restrictions and agreements shall not constitute a waiver of the covenants or restrictions nor of any subsequent breach hereof.

18. EXECUTION OF AGREEMENT. Each of the undersigned hereby represents and warrants that it is authorized to execute this Agreement on behalf of the respective Party to the Agreement and that this Agreement, when executed by those Parties, shall become a valid and binding obligation, enforceable in accordance with its terms. Owner represents and warrants that it is the Owner of the Property or that it has full lawful authority to grant access to the Property for the purposes described herein.

19. ASSIGNMENT, SUCCESSOR AND ASSIGNS. In the event Owner's interests in the Property are conveyed, transferred or in any way assigned in whole or in part to any other person or entity, whether by contract, operation of law or otherwise, any such conveyance, transfer or assignment shall be subject to the terms of this Agreement, and Owner shall provide notice thereof to Equilon. This Agreement shall be assignable by Owner or by operation of law only with the prior written consent of Equilon, which consent may be withheld by Equilon on any reasonable economic or commercial basis. Owner hereby assign(s) to Equilon any and all claims, causes of action and suits it may have against any third party who may have financial responsibility for any environmental response costs or other damages at the Property including but not limited to any rights to recover any insurance policy that may name Owner as a beneficiary or against which Owner may have a right of recovery. Owner agrees to cooperate with Equilon in determining whether such claims exist.

20. NOTICE. Any notice, consent, request, report, demand, or other document required to be given to one Party by the other shall be in writing and be delivered to or mailed to the receiving Party at its address, referenced on page 1 above. Facsimile copies with answer back confirmation shall be sufficient. A copy of all notices to Owner shall also be sent to Owners' counsel at the following address:

Tom Breen, Esq.
619 S. Addison Rd.
Addison, IL 60101-4655

21. MODIFICATIONS. This Agreement contains the entire understanding of the Parties. Any change, amendment, or alteration must be in

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writing and signed by both Parties to this Agreement to be effective. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and thereof.

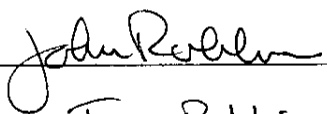
22. NO ADMISSIONS. By entering into this Agreement, or by undertaking any remedial or mitigation activities, Equilon is not admitting any responsibility for any adverse environmental condition at the Property. This Agreement shall not be construed or interpreted as an admission or concession of liability of any sort, and shall not be admissible as evidence for any purpose, except to enforce the terms of this Agreement.

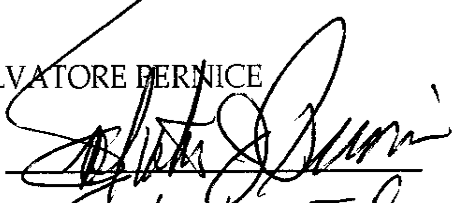
23. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

24. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

EQUILON ENTERPRISES LLC

By:  Date: 3/9/05
Name: John Robbins
Title: Environmental Engineer

SALVATORE BERNICE
By:  Date: 2-25-05
Name: SALVATORE J BERNICE
Title: OWNER

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Exhibit A

Legal Description

Handwritten signatures and notes:
I see
[Signature]
[Signature]
[Signature]

Watermark:
Property of Cook County Clerk's Office

UNOFFICIAL COPY**LEGAL DESCRIPTION:**

LOT 1 (EXCEPT THAT PART BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 14.0 FEET; THENCE WEST PERPENDICULAR TO THE EAST LINE OF SAID LOT 1, A DISTANCE OF 4.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 5.77 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID LOT, 12.0 FEET SOUTH OF THE NORTH EAST CORNER THEREOF TO A POINT ON THE NORTH LINE OF SAID LOT 13.0 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTHWESTERLY ALONG SAID LAST DESCRIBED LINE A DISTANCE OF 6.41 FEET, MORE OR LESS, TO A POINT ON A LINE THAT IS 4.0 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1; THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 11.41 FEET MORE OR LESS, TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF SAID LOT 1 AT A POINT 20.0 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTH ALONG SAID LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 4.0 FEET TO THE NORTH LINE OF SAID LOT 1, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 20.0 FEET TO THE PLACE OF BEGINNING) IN SHELL OIL COMPANY ASSESSMENT PLAT OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1961 AS DOCUMENT 966799, IN DUPAGE COUNTY, ILLINOIS.

935 E. St. Charles Rd. Lombard, IL 60148

PIN: 06-09-101-015

J.P. "RICK" CARNEY

R2004-032616

DUPAGE COUNTY RECORDER

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Exhibit B

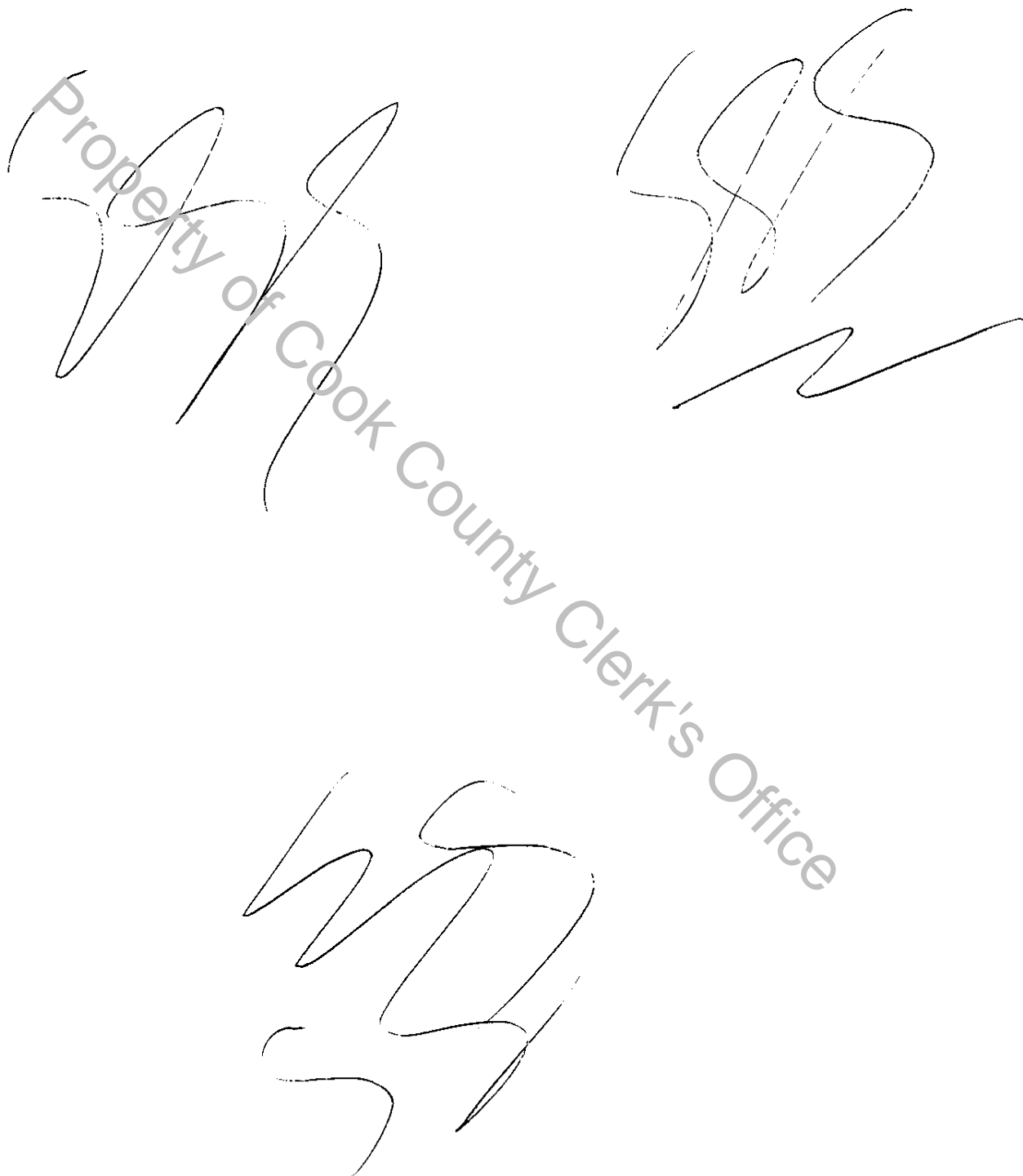
There is no Exhibit B.

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Exhibit C

Highway Authority Agreement with the Village of Lombard



Property of Cook County Clerk's Office

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TIERED APPROACH TO CORRECTIVE-ACTION OBJECTIVES AGREEMENT

This Agreement is entered into this ____ day of March, 2005, pursuant to 35 Ill. Admin. Code Section 742.1020 and by and between EQUILON ENTERPRISES LLC ("OWNER/OPERATOR") and VILLAGE OF LOMBARD, Illinois ("VILLAGE"), as follows:

1. This Agreement is not binding upon the VILLAGE until it is executed by the undersigned representative of the VILLAGE and prior to execution, this Agreement constitutes an offer by OWNER/OPERATOR.

2. OWNER/OPERATOR stipulates:

a. OWNER/OPERATOR is pursuing a corrective action of a Site and of the right-of-way adjacent to the boundary of the Site located at 935 E. St. Charles Road, Lombard, Illinois (the "Site").

b. Attached as Exhibit A is a site map which shows the area of estimated contaminant impacted soil and groundwater at the time of this Agreement in the right-of-way above Tier 1 residential levels under 35 Ill. Admin. Code Part 742. Also attached as Exhibit A is a table showing the concentration of contaminants of concern, hereafter "Contaminants," in the soil and groundwater within the area described in Exhibit A and which shows the applicable Tier 1 soil remediation objectives for residential property and Tier 1 objectives for groundwater of the Illinois Pollution Control Board ("IPCB"), which are exceeded. The right of way, and only the right-of-way, as described in Exhibit B, hereinafter the "Right-of-Way," adjacent to the Site is subject to this Agreement. As the drawings in the Exhibits are not plats, the boundary of the Right-of-Way in the Exhibits may be an approximation of the actual Right-of-Way lines. The Right-of-Way has been sampled for Contaminants, and the parties believe that the area of the

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Right-of-Way is adequate to encompass the soil and the groundwater within Right-of-Way impacted with Contaminants from a release at the Site.

c. The Illinois Emergency Management Agency has assigned incident number 900764 to this release at the Site.

d. OWNER/OPERATOR intends to request risk-based, site-specific soil and/or groundwater remediation objectives from Illinois Environmental Protection Agency ("IEPA") under 35 Ill. Admin. Code Part 742.

e. Under these rules, use of risk-based, site specific remediation objectives in the Right-of-Way may require the use of a Highway Authority Agreement as defined in 35 Ill. Admin. Code Section 742.1020.

3. The VILLAGE stipulates

The VILLAGE holds a fee simple interest or a dedication for highway purposes in the Right-of-Way, or the Right-of-Way is a platted street, and the VILLAGE has jurisdiction of the Right-of-Way. As such, the VILLAGE exercises sole control over the use of groundwater beneath the Right-of-Way and over access to the soil beneath the Right-of-Way because a permit is required for said access.

4. The parties stipulate that:

a. Under 35 Ill. Admin. Code Section 742.1020, this Agreement is intended to be an acceptable "Highway Authority Agreement" to IEPA, as the VILLAGE is willing to agree that it will not allow the use of groundwater under the highway Right-of-Way as a potable or other domestic supply of water and that it will limit access as described herein to soil under the highway Right-of-Way that is contaminated from the release at levels above residential Tier 1 remediation objectives.

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b. The IEPA must review and approve this Agreement, and this Agreement shall be referenced in the IEPA's "No Further Remediation" letter.

c. This Agreement shall be null and void should the IEPA not approve it or should it not be referenced in the "No Further Remediation" letter.

5. The VILLAGE promises IEPA and the OWNER/OPERATOR that it will prohibit the use of groundwater that is contaminated from the release at the Site at levels above Tier 1 remediation objectives beneath its Right-of-Way as a potable or other domestic supply of water and will limit access to soil as described herein under the Right-of-Way that is contaminated from the release at the Site at levels above Tier 1 remediation objectives. As the pavement in the Right-of-Way may be considered an engineered barrier, the OWNER/OPERATOR agrees to reimburse the VILLAGE for maintenance activities requested by OWNER/OPERATOR in writing in order to maintain it as a barrier. The VILLAGE does not otherwise agree to perform maintenance of the Right-of-Way, nor does it agree that the highway Right-of-Way will always remain a highway or that it will maintain the Right-of-Way as an engineered barrier.

6. OWNER/OPERATOR agrees, at its sole cost and expense, to indemnify and hold harmless and defend the VILLAGE and other highway authorities, if any, maintaining the highway Right-of-Way by an agreement with the VILLAGE and other entities holding highway permits and the VILLAGE's former, current and future officials, trustees, agents and/or contractors (provided they are indemnified by the Village), and employees for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterclaims, obligations, judgments, awards, demands, liens, reasonable costs, reasonable expenses, reasonable attorneys' fees and liability for damages of any kind and causes of action of any kind and nature, whether known or unknown at this time, whether present or future or contingent, that are brought or filed against

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the VILLAGE, said highway authorities and permit entities, and/or the VILLAGE's former, current and future officials, trustees, agents and/or contractors (provided they are indemnified by the Village), and employees, by any person or entity arising out of, relating to, connected with, or in any way associated with the release of Contaminants from the Site by OWNER/OPERATOR. In the event that any such claim, action, cause of action or lawsuit is brought or filed, the VILLAGE, and its former, current and future officials, trustees, employees, agents and/or contractors (provided they are indemnified by the Village), agents, and said highway authorities and permit entities sued thereunder, shall have the right to determine the attorney(s) of its, his, hers or their choice to represent and defend their interest in any such legal or administrative action at reasonable attorney rates all at OWNER/OPERATOR's expense pursuant to this Agreement.

7. This Agreement shall be binding upon all successors in interest to OWNER/OPERATOR and to the VILLAGE. A successor in interest of the VILLAGE would include a highway authority to which the VILLAGE would transfer jurisdiction of the highway.

8. Violation of the terms of this Agreement by OWNER/OPERATOR, or their successors in interest, may be grounds for voidance of this Agreement as a Highway Authority Agreement. Violation of the terms of this Agreement by the VILLAGE will not void this Agreement, unless the IEPA has determined that the violation is grounds for voiding this Agreement as a Highway Authority Agreement and the VILLAGE has not cured the violation within such time as IEPA has granted to cure the violation.

9. This Agreement shall continue in effect from the date of this Agreement until the Right-of-Way is demonstrated to be suitable for unrestricted use, and there is no longer a need for this Agreement as a Highway Authority Agreement, and the IEPA has, upon written request

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to the IEPA by the Owner/Operator and notice to the VILLAGE, amended the notice in the chain of title of the Site to reflect unencumbered future use of that highway Right-of-Way.

10. This Agreement does not limit the VILLAGE's ability to construct, reconstruct, demolish, improve, grade, excavate, repair, maintain and operate (collectively "Work") the property encompassed by the Right-of-Way for a highway or any lawful purpose, nor to allow others to use or do Work upon the Right-of-Way by permit. To the extent necessary for its Work, the VILLAGE reserves the right and the right of those using its property under permit to remove contaminated soil and/or groundwater above Tier 1 residential remediation objectives from its Right-of-Way and to dispose of them as they deem appropriate not inconsistent with applicable environmental regulations so as to avoid causing a further release of the Contaminants and to protect human health and the environment.

The removal or disposal shall be based upon the site investigation (which may be modified by field conditions during excavation), which OWNER/OPERATOR may review or may perform, at no cost to the VILLAGE, if requested to do so by the VILLAGE. If practicable, as determined by the VILLAGE, the VILLAGE may request OWNER/OPERATOR to remove and dispose of the contaminated soil or groundwater necessary for the VILLAGE's Work in advance of that Work.

OWNER/OPERATOR shall reimburse the reasonable costs incurred by the VILLAGE to perform a site investigation of the Right-of-Way and to monitor the removal, to transport and to dispose of any contaminated soil and/or groundwater from the Right-of-Way. Should OWNER/OPERATOR not reimburse the reasonable costs under the conditions set forth herein, this Agreement shall be null and void, at the VILLAGE's option, upon written notice to OWNER/OPERATOR by the VILLAGE that those costs have not been reimbursed.

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OWNER/OPERATOR may cure that problem within thirty (30) working days by making payment.

11. Written notice required by this Agreement shall be mailed to the following: if to OWNER/OPERATOR: Environmental Engineering, Shell Oil Products US, Science & Engineering, 603 E. Diehl Road, Suite 103, Naperville, Illinois 60563, and if to VILLAGE: Director of Community Development, Village of Lombard, 255 E. Wilson Avenue, Lombard, Illinois 60148, and Dennis G. Walsh Esq., Klein, Thorpe and Jenkins, Ltd., 20 North Wacker Drive, Suite 1560, Chicago, Illinois 60606.

12. The VILLAGE's sole responsibility under this Agreement with respect to others using the highway Right-of-Way under permit from the VILLAGE is to include the following, or similar language, in the future standard permit provisions and to make an effort to notify its current permit holders of the following:

As a condition of this permit, the permittee shall request the Village of Lombard to identify sites in the Right-of-Way where access to contaminated soil or groundwater is governed by Tiered Approach to Corrective-Action Objectives ("TACO") Agreements. The permittee shall take measures before, during and after any access to these sites to protect worker safety and human health and the environment. Excavated, contaminated soil should be managed off-site in accordance with all environmental laws.

OWNER/OPERATOR hereby releases the VILLAGE from liability for breach of this Agreement by others under permit and indemnifies the VILLAGE against claims that may arise from others under permit causing a breach of this Agreement. OWNER/OPERATOR agrees that its personnel, if any, at the Site who are aware of this Agreement will notify anyone they know is excavating in the Right-of-Way about this Agreement.

13. Should the VILLAGE breach this Agreement, OWNER/OPERATOR's sole remedy is for an action for damages. Any and all claims for damages against the VILLAGE, its agents,

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contractors, employees or its successors in interest arising at any time for a breach of this Agreement are limited to an aggregate maximum of \$10,000.00. No other breach by the VILLAGE, its agents, contractors, employees and its successors in interest of a provision of this Agreement is actionable in either law or equity by OWNER/OPERATOR against the VILLAGE and OWNER/OPERATOR hereby releases the VILLAGE, its agents, contractors, employees and its successors in interest 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 highway Right-of-Way. Should the VILLAGE convey, vacate or transfer jurisdiction of that highway Right-of-Way, OWNER/OPERATOR may pursue an action under this Agreement against the successors in interest, other than a State agency, in a court of law.

14. This Agreement is entered into by the VILLAGE in recognition of laws passed by the General Assembly and regulations adopted by the Pollution Control Board, which encourage a tiered-approach to remediating environmental contamination. This Agreement is entered into by the VILLAGE in the spirit of those laws and under its rights and obligations as a highway authority. Should any provisions of this Agreement be struck down as beyond the authority of the VILLAGE, this Agreement shall be null and void.

IN WITNESS WHEREOF, the VILLAGE has caused this Agreement to be signed by its duly authorized representative, and be binding upon it, its successors and assigns.

VILLAGE OF LOMBARD, ILLINOIS

By _____
 (Printed) _____
 Its: _____

DATE: _____

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ATTEST:

Village Clerk

EQUILON ENTERPRISES, LLC.

By: _____

DATE: _____

(Printed) _____

Its: _____

The within and foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____, who is the _____ of Equilon Enterprises LLC, a Delaware limited liability company, on behalf of the Company.

Witness my hand and official seal this ____ day of _____, 2005.

Notary Public

My commission expires: _____

12/22/04

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EXHIBIT A

Nature and extent of Hydrocarbon Impact Information – For Exhibit A

Refer to Figure 1 – Soil Concentration Map

Refer to Figure 2 – Groundwater Equipotential and Concentration Map

Refer to Table 1 – Soil BTEX Concentrations

Refer to Table 2 – Groundwater Elevations and BTEX Concentrations.

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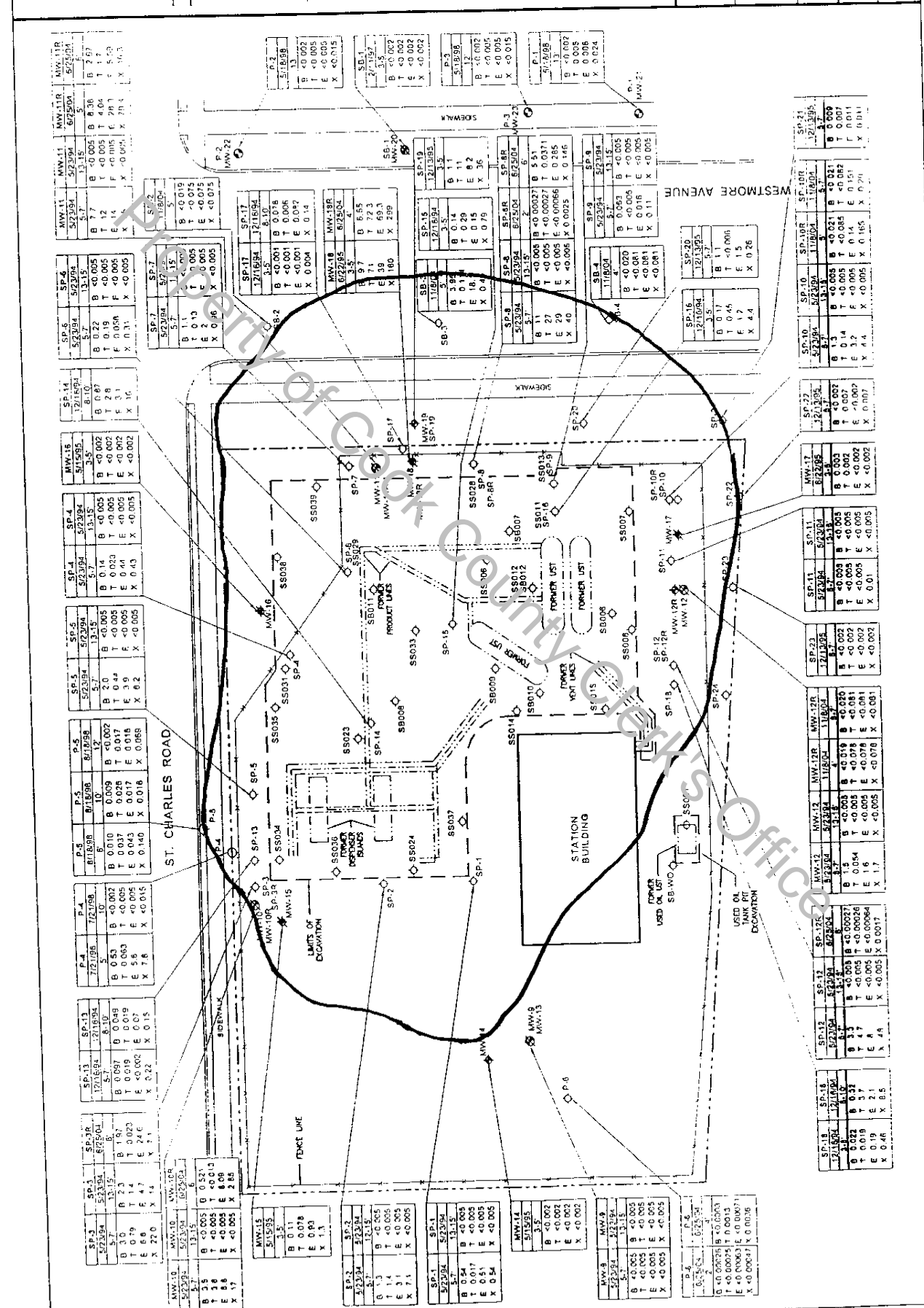
FIGURE 1 SOIL CONCENTRATION MAP

FORMER SHELL
SERVICE STATION #128889
935 E. ST. CHARLES ROAD
LOMBARD, ILLINOIS

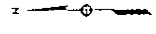
DATE: 12/13/95
SCALE: 1" = 100'
PROJECT: 04M9
DRAWN BY: JRS
CHECKED BY: JRS
DATE: 12/13/95

THIS MAP IS A SUMMARY OF DATA FROM THE INVESTIGATION PROVIDED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY AND FIELD NOTES BY THE INVESTIGATOR. ALL LOCATIONS ARE APPROXIMATE.

SCALE: 1" = 100'
NESA
1610-235-7007



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LEGEND

- MONITORING WELL
- ADDITIONAL MONITORING WELL

95 GROUNDWATER QUALITY CONCERN - INTERVAL NOTE ONLY WELLS WITH CONCERN 22.24 WPP (100 OF SERVICE COMPANY)

- GROUNDWATER FLOW DIRECTION
- WELLS NUMBER
- WELLS DEPTH
- GROUNDWATER LEVEL
- CONCENTRATION
- TOXIC
- ETHYLENE
- TOTAL XYLENES
- ALL CONCENTRATIONS IN TERMBALS PER LITER (B/L)

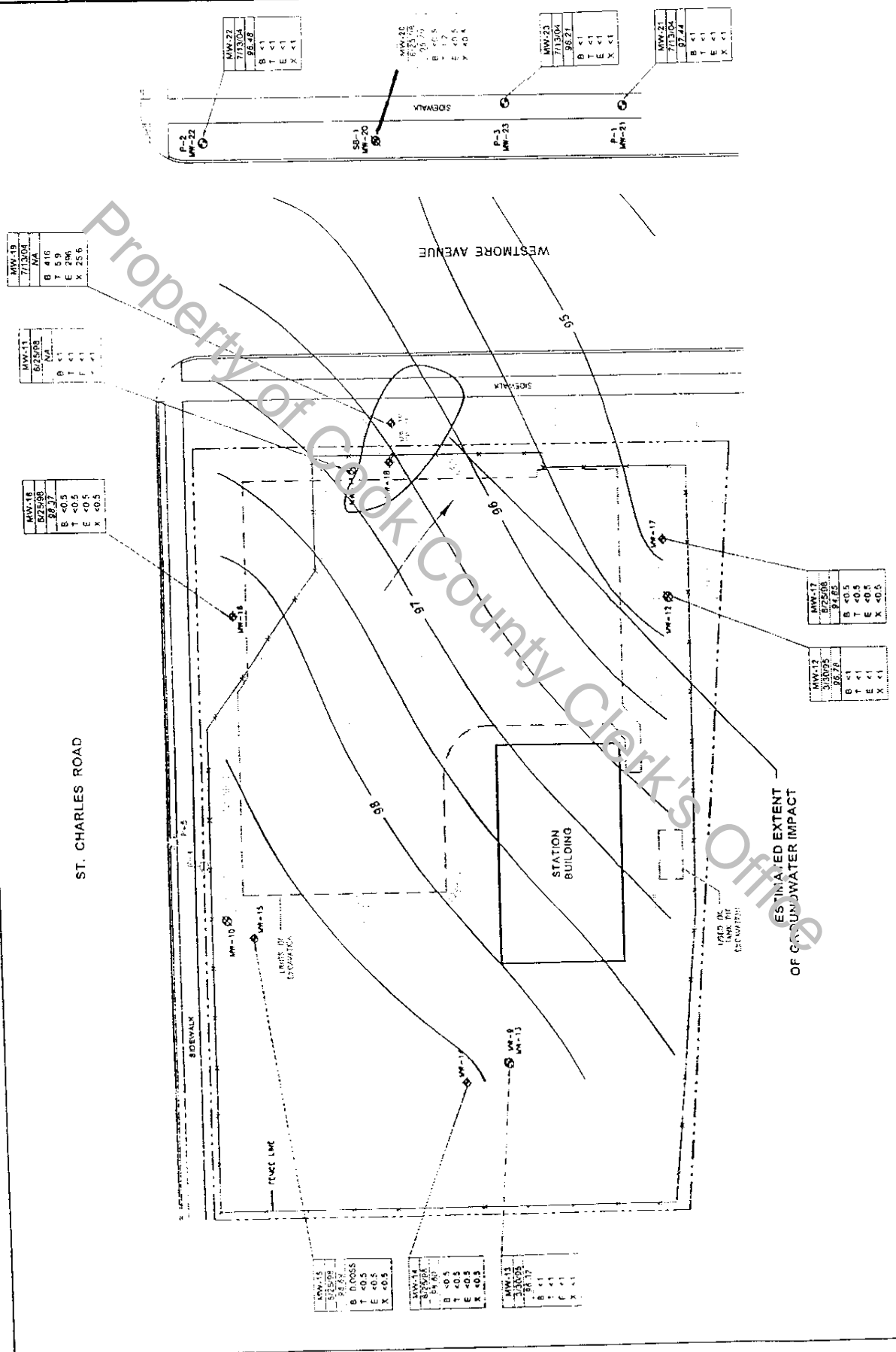
44.165% THAN ARCHITECTURAL...
 MA NOT AVAILABLE
 ALL CONCENTRATIONS IN TERMBALS PER LITER (B/L)

FIGURE 2
GROUNDWATER EQUIPOTENTIAL AND CONCENTRATION MAP

FORMER SHELL
 SERVICE STATION #428889
 935 E. ST. CHARLES ROAD
 LOMBARD, ILLINOIS

DATE: 11-20
 SCALE: 1"=20'
 DRAWN BY: JRS
 CHECKED BY: JRS
 PROJECT NO: 04-0308-000

NOT A LEGAL SURVEY. DRAWING BASED ON DOCUMENTATION PROVIDED BY SHELL. PRODUCT'S USE AND FIELD USE ARE AT USER'S RISK. ALL LOCATIONS ARE APPROXIMATE.



MW-10	7/13/04	NA
B	415	
T	5.9	
E	2.46	
X	25.6	

MW-11	8/25/08	NA
B	<0.5	
T	<0.5	
E	<0.5	
X	<0.5	

MW-16	8/25/08	NA
B	<0.5	
T	<0.5	
E	<0.5	
X	<0.5	

MW-17	8/25/08	NA
B	<0.5	
T	<0.5	
E	<0.5	
X	<0.5	

MW-12	8/25/08	NA
B	<0.5	
T	<0.5	
E	<0.5	
X	<0.5	

MW-15	8/25/08	NA
B	0.0005	
T	<0.5	
E	<0.5	
X	<0.5	

MW-14	8/25/08	NA
B	<0.5	
T	<0.5	
E	<0.5	
X	<0.5	

MW-13	8/25/08	NA
B	<0.5	
T	<0.5	
E	<0.5	
X	<0.5	

MW-22	7/13/04	NA
B	<0.5	
T	<0.5	
E	<0.5	
X	<0.5	

MW-20	7/13/04	NA
B	<0.5	
T	<0.5	
E	<0.5	
X	<0.5	

MW-23	7/13/04	NA
B	<0.5	
T	<0.5	
E	<0.5	
X	<0.5	

MW-21	7/13/04	NA
B	<0.5	
T	<0.5	
E	<0.5	
X	<0.5	

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TABLE 1
Soil BTEX Concentrations

Former Shell Service Station, #128889
935 East St. Charles Road
Lombard, DuPage County, Illinois

IEMA #900764

Tier 1 Exposure Routes With Remediation Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylene(s) (mg/kg)
Ingestion			12	16,000	7,800	160,000
Inhalation			0.8	650	400	320
SCGIER - Class I Groundwater			0.03	12	13	150
SCGIER - Class II Groundwater			0.17	29	19	150
Soil Boring Location	Date	Depth (ft)				
SB006 S1	09/06/89	3-5	<0.005	<0.005	<0.005	0.003
SB006 S4	09/06/89	12-14	ND	0.194	0.038	0.396
SB006 S5	09/06/89	15-17	0.01	0.224	0.091	0.318
SB007 S2	09/06/89	2-4	ND	0.001	0.074	0.001
SB007 S4	09/06/89	8-10	0.006	0.037	<0.005	0.115
SB007 S5	09/06/89	13-15	0.005	0.024	0.019	0.066
SB008 S2	09/06/89	5-7	0.001	0.031	0.027	0.098
SB009 S1	09/06/89	3-5	0.018	0.34	0.12	0.55
SB009 S2	09/06/89	8-10	0.003	0.044	0.031	0.131
SB010 S2	09/06/89	3-5	0.001	0.013	0.01	0.033
SB010 S5	09/06/89	10-12	0.008	0.077	0.034	0.099
SB011 S1	09/06/89	2-4	0.019	0.087	0.041	0.11
SB011 S2	09/06/89	10-12	ND	ND	ND	ND
SB006 S1	08/14/90	2-4	ND	ND	0.036	0.019
SB007 S1	08/14/90	2-4	ND	ND	ND	0.025
SB009 S1	08/14/90	3-5	ND	4.8	5.4	41
SB010 S1	08/14/90	2-4	ND	ND	ND	0.63
SB012 S1	08/14/90	3-5	ND	ND	<0.005	<0.005
SS006	12/09/92	12	0.026	0.013	<0.002	0.011
SS007	12/09/92	10	0.002	0.015	0.007	0.061
SS008	12/09/92	10	<0.002	0.004	0.003	0.041
SS011	12/09/92	12	0.029	0.04	0.041	0.158
SS012	12/09/92	12	0.005	0.009	0.004	0.018
SS013	12/16/92	9	0.85	0.768	8.55	19.08
SS014	12/16/92	8	1.58	13.1	8.39	40.4
SS015	12/16/92	8	1	39.7	13.1	84.4
SS023	12/30/92	7	<0.002	<0.002	<0.002	<0.002
SS024	12/30/92	6	<0.002	<0.002	<0.002	<0.002
SS028	01/11/93	9	0.009	4.52	10.2	62.5
SS029	01/11/93	11	0.006	0.015	0.004	0.022
SS031	01/11/93	8	0.01	0.004	<0.002	<0.002
SS033	01/11/93	12	0.04	0.078	0.045	0.154
SS034	01/25/93	8	0.214	0.584	1.59	0.36
SS035	01/25/93	7	0.013	0.012	0.296	0.58
SS036	01/25/93	6	0.012	0.102	0.083	0.327
SS037	01/25/93	7	<0.002	0.006	<0.002	<0.002
SS038	01/25/93	11	<0.002	0.005	<0.002	0.007
SS039	01/25/93	10	3.34	25.2	23.1	97.9
SP-1	05/23/94	5-7	0.54	0.017	0.51	0.54
SP-1	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-2	05/23/94	5-7	1.3	1.4	3.1	7.1

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TABLE 1
Soil BTEX Concentrations

Former Shell Service Station, #128889
935 East St. Charles Road
Lombard, DuPage County, Illinois

IEMA #900764

Tier 1 Exposure Routes With Remediation Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylene(s) (mg/kg)
<i>Ingestion</i>			12	16,000	7,800	160,000
<i>Inhalation</i>			0.8	650	400	320
<i>SCGIER - Class I Groundwater</i>			0.03	12	13	150
<i>SCGIER - Class II Groundwater</i>			0.17	29	19	150
Soil Boring Location	Date	Depth (ft)				
SP-2	05/23/94	12-15	<0.005	<0.005	<0.005	<0.005
SP-3	05/23/94	5-7	3	0.79	6.8	22
SP-3	05/23/94	13-15	2.3	1.4	4.7	14
SP-4	05/23/94	5-7	0.14	0.023	0.44	0.43
SP-4	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-5	05/23/94	5-7	2	0.44	3.9	6.2
SP-5	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-6	05/23/94	5-7	0.22	0.19	0.058	0.31
SP-6	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-7	05/23/94	5-7	1.1	0.13	2	0.96
SP-7	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-8	05/23/94	5-7	11	27	29	40
SP-8	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-9	05/23/94	5-7	0.263	<0.005	0.016	0.11
SP-9	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-10	05/23/94	5-7	1.2	0.14	3.2	4.4
SP-10	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-11	05/23/94	5-7	<0.005	<0.005	<0.005	0.01
SP-11	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-12	05/23/94	5-7	3.3	4.7	8	48
SP-12	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
MW-9/MW-13*	05/23/94	5-7	<0.005	<0.005	<0.005	<0.005
MW-9/MW-13*	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
MW-10	05/23/94	5-7	3.5	3.6	6.8	17
MW-10	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
MW-11	05/23/94	5-7	7.7	12	14	55
MW-11	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
MW-12	05/23/94	5-7	1.5	0.054	1.6	1.7
MW-12	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-13	12/16/94	3-5	0.097	0.019	<0.002	0.22
SP-13	12/16/94	8-10	0.049	0.019	0.07	0.15
SP-14	12/16/94	8-10	0.87	2.8	3.1	16
SP-15	12/16/94	3-5	0.14	0.29	0.15	0.79
SP-16	12/16/94	3-5	0.17	0.45	1.2	4.4
SP-17	12/16/94	3-5	<0.001	<0.001	<0.001	0.004
SP-17	12/16/94	8-10	0.078	0.006	0.082	0.14
SP-18	12/16/94	3-5	0.022	0.019	0.19	0.46
SP-18	12/16/94	8-10	0.32	3.7	2.1	8.5
MW-14	05/15/95	3-5	<0.002	<0.002	<0.002	<0.002
MW-15	05/15/95	3-5	0.11	0.078	0.93	1.3
MW-16	05/15/95	3-5	<0.002	<0.002	<0.002	<0.002

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935 East St. Charles Road
Lombard, DuPage County, Illinois

IEMA #900764

Tier 1 Exposure Routes With Remediation Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylene(s) (mg/kg)
Ingestion			12	16,000	7,800	160,000
Inhalation			0.8	650	400	320
SCGIER - Class I Groundwater			0.03	12	13	150
SCGIER - Class II Groundwater			0.17	29	19	150
Soil Boring Location	Date	Depth (ft)				
MW-17	06/22/95	3-5	0.003	0.002	<0.002	<0.002
MW-18	06/22/95	3-5	9.7	71	39	160
SP-19/MW-19	12/13/95	3-5	1.1	11	8.2	36
SP-20	12/13/95	5-7	1.1	<0.006	1.5	0.26
SP-21	12/13/95	5-7	0.009	0.007	0.011	0.011
SP-22	12/13/95	5-7	<0.002	0.007	<0.002	0.007
SP-23	12/13/95	5-7	<0.002	<0.002	<0.002	<0.002
SB-1/MW-20	02/11/97	3-5	<0.002	<0.002	<0.002	<0.002
P-1-13	05/18/98	13	<0.002	0.005	0.006	0.024
P-2-13	05/18/98	13	<0.002	<0.005	<0.005	<0.015
P-3-12	05/18/98	12	<0.002	<0.005	<0.005	<0.015
P-4-5	07/21/98	5	0.53	0.063	5.6	7.8
P-4-10	07/21/98	10	<0.002	<0.005	<0.005	<0.015
P-5-6	08/18/98	6	0.01	0.037	0.043	0.14
P-5-10	08/18/98	10	0.009	0.026	0.017	0.018
P-5-12	08/18/98	12	<0.002	0.017	0.018	0.069
P-6	06/25/04	2	<0.00026	<0.00025	<0.00063	<0.00047
P-6	06/25/04	4	<0.0003	0.013	<0.00071	0.0036
MW-10R	06/25/04	6	0.521	<0.012	8.09	2.85
SP-3R	06/25/04	6	1.97	0.023	24.6	7.1
MW-11R	06/25/04	5	8.38	4.04	28.3	79.4
MW-11R	06/25/04	6	2.67	1.7	5.59	16.3
MW-18R	06/25/04	4	6.65	72.3	69.3	299
SP-8R	06/25/04	2	<0.00027	<0.00027	<0.00066	0.0025
SP-8R	06/25/04	6	5.51	0.0371	0.285	0.146
SP-12R	06/25/04	6	<0.00027	<0.00026	<0.00064	0.0017

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) <0.005 = Not detected above analytical method detection limit
- 6) ND = Compound not detected and detection limit was not available.

* Based on historical data MW-9 and MW-13 are the same soil boring/monitoring well.

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TABLE 2

Groundwater Elevations and BTEX Concentrations

Former Shell Service Station, #128889
935 East St. Charles Road
Lombard, DuPage County, Illinois

IEMA #900764

Tier 1 Exposure Routes & Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylene(s) (ug/L)
<i>Class I Groundwater</i>					5	1000	700	10000
<i>Class II Groundwater</i>					25	2500	1000	10000
Sample Location	Sample Date	Referenced Elevation	Depth to Groundwater	Groundwater Elevation				
MW-10	05/27/94	100.92	22.89	78.03	<1	<1	<1	<1
	06/07/94	100.92	NG	NG	<1	<1	<1	<1
	10/06/94	100.92	NG	NG	NS	NS	NS	NS
	01/23/95	100.92	NG	NG	NS	NS	NS	NS
	03/30/95	100.92	NG	NG	NS	NS	NS	NS
	06/05/95				Well Abandoned			
MW-11	06/07/94	100.23	12.4	87.83	<1	2	<1	4
	10/06/94	100.23	8.1	92.13	1	<1	<1	<1
	01/23/95	100.23	NG	NG	<1	<1	<1	<1
	03/30/95	100.23	NG	NG	<1	<1	<1	<1
	06/05/95	100.23	NG	NG	<1	<1	<1	<1
	09/27/95				Well Abandoned			
MW-12	06/07/94	101.14	19.1	82.04	<1	<1	<1	<1
	10/05/94	101.14	11.68	89.46	<1	<1	<1	<1
	01/23/94	101.14	NG	NG	<1	<1	<1	<1
	03/30/95	101.14	5.71	95.43	<1	<1	2	<1
	06/05/95	101.14	4.36	96.78	<1	<1	<1	<1
	09/27/95				Well Abandoned			
MW-13/MW-9*	06/07/94	101.64	11.29	90.35	<1	<1	<1	<1
	10/05/94	101.64	4.53	97.11	<1	<1	<1	<1
	01/23/94	101.64	NG	NG	<1	<1	<1	<1
	03/30/95	101.64	5.32	95.22	<1	<1	<1	<1
		06/27/95				Well Abandoned		
MW-14	06/05/95	101.78	3.26	98.52	<1	<1	<1	<1
	09/27/95	101.78	6.08	95.7	<1	<1	<1	<1
	12/15/95	101.78	6.62	95.16	<1	<1	<1	<1
	03/04/96	101.78	7.17	94.61	<1	<1	<1	<1
	10/03/96	101.78	3.81	97.97	<1	<1	<1	<1
	03/13/97	101.78	2.65	99.13	<1	<1	<1	<1
	08/27/97	101.78	2.18	99.6	<1	<1	<1	<1
	06/25/98	101.78	3.18	98.6	<0.5	<0.5	<0.5	<0.5
		07/13/04				Well Destroyed		
MW-15	06/05/95	101.2	3.58	97.62	39	2	11	34
	09/27/95	101.2	4.04	97.16	230	<1	56	33
	12/15/95	101.2	4.88	96.32	380	<1	130	65
	03/04/96	101.2	7.6	93.6	150	<1	34	25
	10/03/96	101.2	3.41	97.79	27	<1	7	2
	03/13/97	101.2	2.62	98.58	190	<1	66	36
	08/27/97	101.2	2.23	98.97	4	<1	<1	<1
	06/25/98	101.2	2.51	98.69	5.5	<0.5	<0.5	<0.5
		07/13/04				Well Destroyed		
MW-16	06/05/95	100.6	3.47	97.13	<1	<1	<1	<1
	09/27/95	100.6	3.25	97.35	<1	<1	<1	<1
	12/15/95	100.6	6.24	94.36	<1	<1	<1	<1
	03/04/96	100.6	4.92	95.68	<1	<1	<1	<1
	10/03/96	100.6	2.82	97.78	<1	<1	<1	<1
	03/13/97	100.6	2.61	97.99	<1	<1	<1	<1
	08/27/97	100.6	2.41	98.19	<1	<1	<1	<1
	06/25/98	100.6	2.23	98.37	<0.5	<0.5	<0.5	<0.5
	07/13/04				Well Destroyed			
MW-17	09/27/95	101.38	12.2	89.18	NS	NS	NS	NS
	12/15/95	101.38	8.03	93.35	NS	NS	NS	NS
	03/04/96	101.38	7.74	93.64	<1	<1	<1	<1
	10/03/96	101.38	9.28	92.1	<1	<1	<1	<1
	03/13/97	101.38	4.98	96.4	<1	<1	<1	<1
	08/27/97	101.38	7.68	93.7	<1	<1	<1	<1
	06/25/98	101.38	6.53	94.85	<0.5	<0.5	<0.5	<0.5
		07/13/04				Well Destroyed		

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TABLE 2

Groundwater Elevations and BTEX Concentrations

Former Shell Service Station, #128889
935 East St. Charles Road
Lombard, DuPage County, Illinois

IEMA #900764

Tier I Exposure Routes & Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylene(s) (ug/L)
<i>Class I Groundwater</i>					5	1000	700	10000
<i>Class II Groundwater</i>					25	2500	1000	10000
Sample Location	Sample Date	Referenced Elevation	Depth to Groundwater	Groundwater Elevation				
MW-18	09/27/95	100.63	7.82	92.81	350	25	72	93
	12/15/95	100.63	8.23	92.4	1600	620	420	1800
	03/04/96	100.63	8.45	92.18	100	10	9	14
	10/03/96	100.63	9.09	91.54	NS	NS	NS	NS
	03/13/96	100.63	NS	NS	NS	NS	NS	NS
	08/27/97	100.63	5.28	95.35	NS	NS	NS	NS
	06/25/98	100.63	NS	NS	NS	NS	NS	NS
	07/13/04				Well Destroyed			
MW-19	03/04/96	NA	NG	NA	NS	NS	NS	NS
	10/03/96	NA	2.9	NA	2000	3100	1200	2600
	03/13/97	NA	1.23	NA	1900	3000	1200	4300
	08/27/97	NA	2.17	NA	860	1700	440	2600
	06/25/98	NA	2.97	NA	780	910	560	2100
	07/13/04	NA	1.02	NA	416	5.9	296	25.6
MW-20	03/13/97	100	1.3	98.7	<1	6	<1	<1
	08/27/97	100	1.63	98.37	<1	12	<1	<1
	06/25/98	100	4.3	95.7	<0.5	1.2	<0.5	<0.5
	07/13/04				Well Destroyed			
MW-21	06/25/98	99.44	3.02	96.42	<0.5	<0.5	<0.5	<0.5
	07/13/04	99.44	2	97.44	<1	<1	<1	<1
MW-22	06/25/98	100.22	4.39	95.83	<0.5	<0.5	<0.5	<0.5
	07/13/04	100.22	3.74	95.49	<1	<1	<1	<1
MW-23	06/25/98	99.67	5.19	94.48	<0.5	<0.5	<0.5	<0.5
	07/13/04	99.67	3.46	96.21	<1	<1	<1	<1

1) ug/l = micrograms per liter

2) ND = Not Detected

3) NS = Not Sampled

4) NA = Not Available

5) NC = Not Collected

6) Monitoring wells MW-20 through MW-23 were surveyed on 6/5/98 using MW-20 as a benchmark.

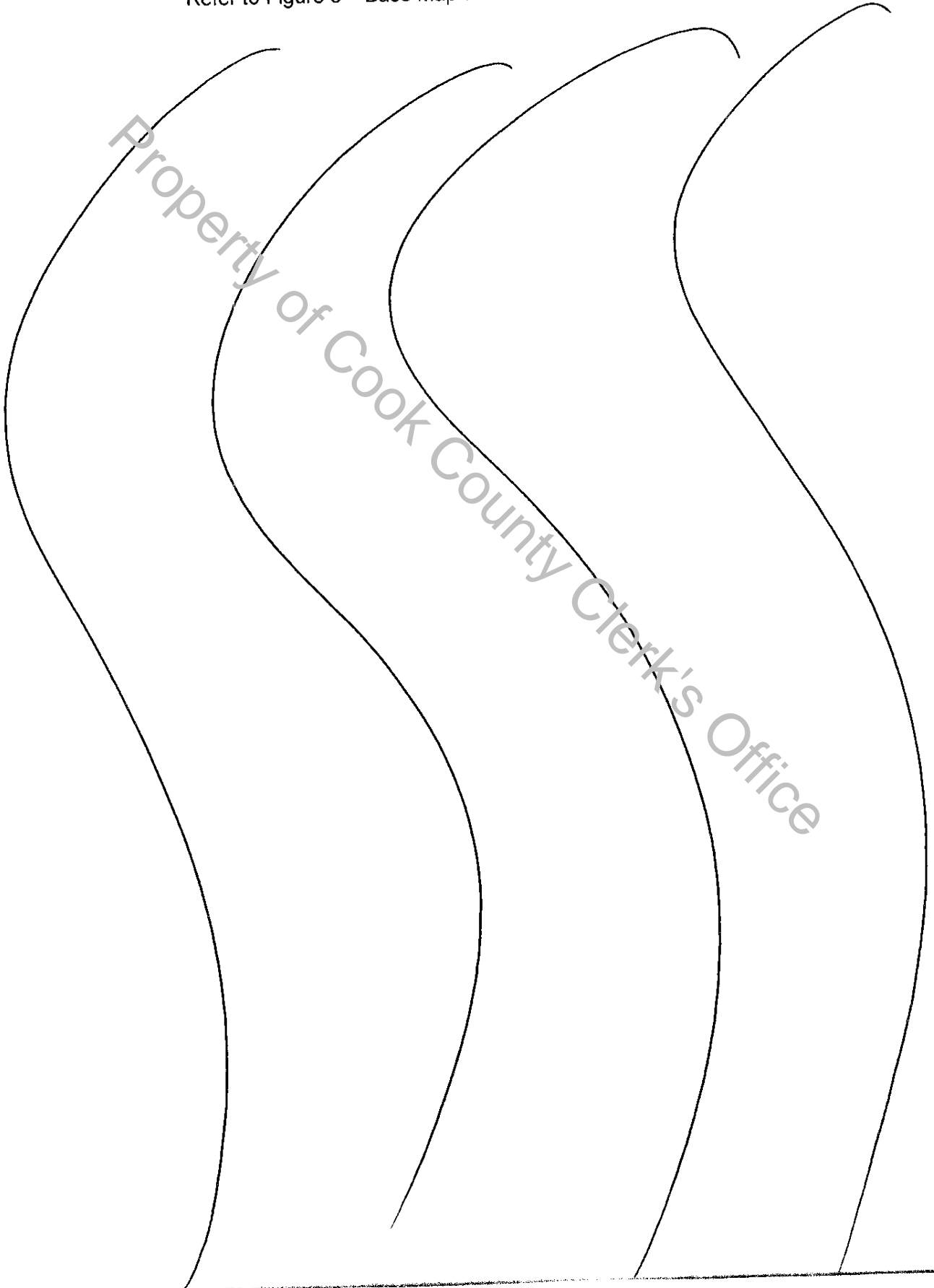
* Based on historical data MW-9 and MW-13 are the same soil boring/monitoring well.

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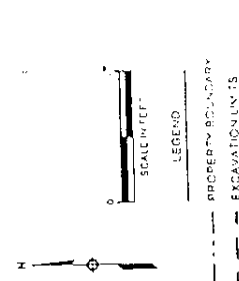
EXHIBIT B

Area Covered by Highway Authority Agreement – For Exhibit B

Refer to Figure 3 – Base Map with Utilities



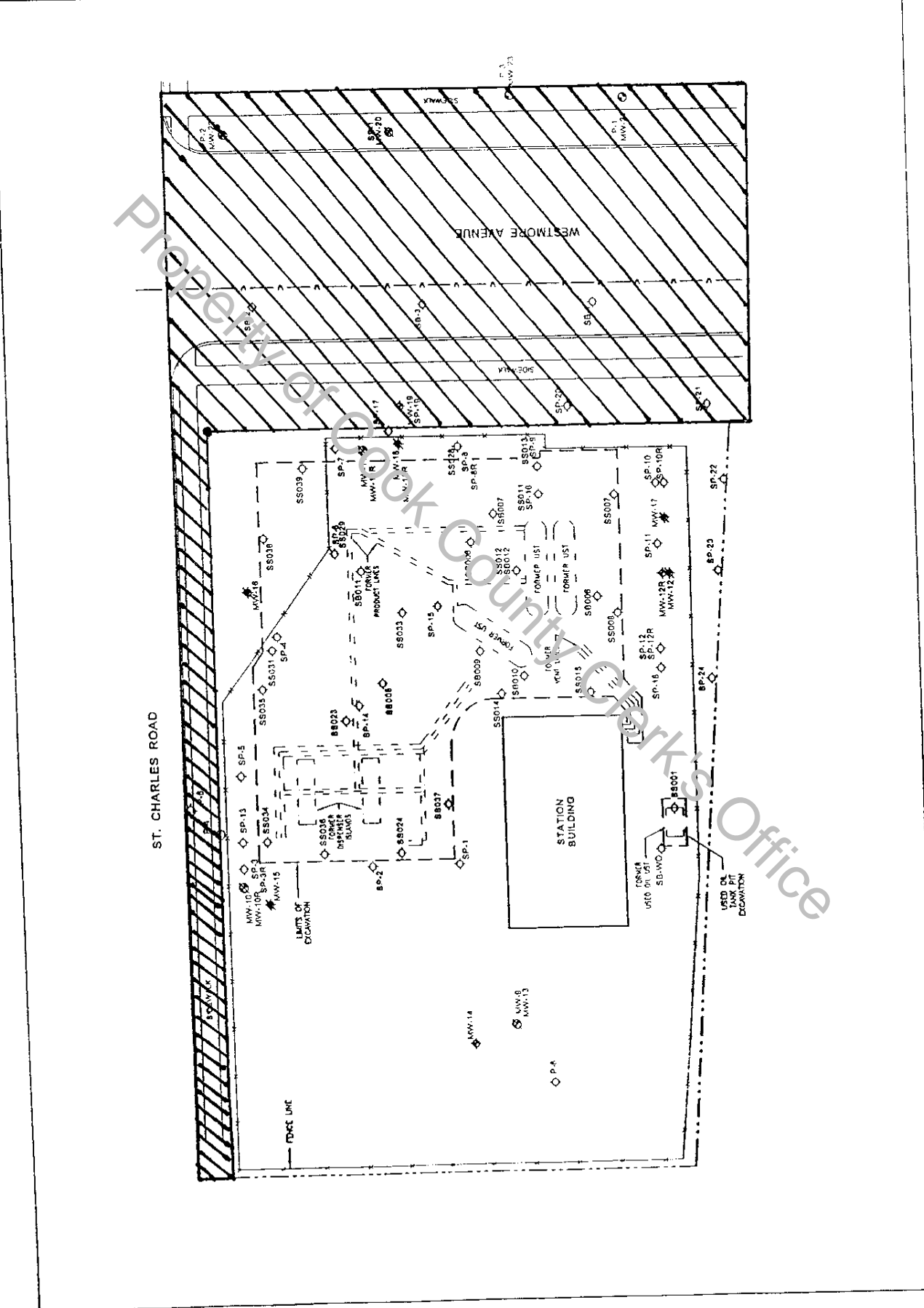
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AREA SUBJECT TO HIGHWAY AUTHORITY AGREEMENT

FIGURE 3
BASE MAP WITH UTILITIES
FORMER SHELL
SERVICE STATION #128889
935E. ST. CHARLES ROAD
LOMBARD, ILLINOIS

DRAWN BY: JMS	SCALE: 1"=100'	DATE: 03/20/14	PROJECT: 0508734014
CAD: BUDORFF DWG	NOT A LEGAL SURVEY	DATE: 03/20/14	PROJECT: 0508734014
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