

0021176572

9379/0010 43 005 Page 1 of 11
2002-10-25 10:05:22
Cook County Recorder 44.50

PREPARED BY:

Name: Equilion Enterprises, LLC
Attn: John Robbins

Address: 2000 California Ave.
Chicago IL. 60647



Doc#: 0532234101 Fee: \$82.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 11/18/2005 02:04 PM Pg: 1 of 30

RETURN TO:

Name: Equilion Enterprises, LLC
Attn: John Robbins

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

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS

THE ABOVE SPACE FOR RECORDER'S OFFICE

LEAKING UNDERGROUND STORAGE TANK ENVIRONMENTAL NOTICE

THE OWNER AND/OR OPERATOR OF THE LEAKING UNDERGROUND STORAGE TANK(S) ASSOCIATED WITH THE RELEASE REFERENCED BELOW, WITHIN 45 DAYS OF RECEIVING THE NO FURTHER REMEDIATION LETTER CONTAINING THIS NOTICE, MUST SUBMIT THIS NOTICE AND THE REMAINDER OF THE NO FURTHER REMEDIATION LETTER TO THE OFFICE OF THE RECORDER OR REGISTRAR OF TITLES OF COOK COUNTY IN WHICH THE SITE DESCRIBED BELOW IS LOCATED.

6076-JL
98615010N

Illinois EPA Number: 0316225071

LUST Incident No.: 920280

Equilion Enterprises, LLC, the owner and operator of the leaking underground storage tank(s) associated with the above-referenced incident, whose address is 603 Diehl Rd., Suite 103, Naperville IL. 60563, has performed investigative and/or remedial activities for the site identified as follows:

1. Legal description or Reference to a Plat Showing the Boundaries: Owner's Div of Lots 10 to 14 & Lot 9(Ex the W 5.215 Ft thereof) of Block 12 of the Town of Schleswig.
2. Common Address: 2000 California Ave., Chicago IL. 60647
3. Real Estate Tax Index/Parcel Index Number: 13-36-125-011-0000
4. Site Owner: City of Chicago
5. Land Use Limitation: There are no land use limitations.
6. See the attached No Further Remediation Letter for other terms.

Near North National Title
222 N. LaSalle
Chicago, IL 60601

RERECORDING, TO INCLUDE ATTACHMENT NOT PREVIOUSLY INCLUDED.

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ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276

RENEE CIPRIANO, DIRECTOR

217/782-6762

SEP 24 2002

CERTIFIED MAIL

7001-2510-0002-527-4968

Equilon Enterprises, LLC
 Attn: John Robbins
 603 Diehl Rd., Suite 103
 Naperville IL 60563

Re: LPC #031625071 -- Cook County
 Chicago / Shell Oil Co.
 2000 California Ave.
 LUST Incident No. 928280
 LUST Technical File

Dear Mr. Robbins:

The Illinois Environmental Protection Agency (Illinois EPA) have reviewed two Corrective Action Completion Reports submitted for the above-referenced incident. This information is dated February 11, 2002 and June 07, 2002; was received by the Illinois EPA February 15, 2002 and June 18, 2002; and was prepared by Handex Environmental. Citations in this letter are from the Environmental Protection Act (Act) and 35 Illinois Administrative Code (35 IAC).

The Corrective Action Completion Report and the Professional Engineer Certification submitted pursuant to 35 IAC Part 731 indicate remediation has been successfully completed.

Based upon the certification by Shawn Rodeck, a Registered Professional Engineer of Illinois, and based upon other information in the Illinois EPA's possession, your request for a no further remediation determination is granted under the conditions and terms specified in this letter.

Issuance of this No Further Remediation Letter (Letter), based on the certification of the Registered Professional Engineer, signifies that: (1) all statutory and regulatory corrective action requirements applicable to the occurrence have been complied with; (2) all corrective action concerning the occurrence has been completed; and (3) no further remediation concerning the occurrence is necessary for the protection of human health, safety and the environment. This Letter shall apply in favor of the following persons:

1. Equilon Enterprises, LLC;
2. The owner and operator of the UST(s);
3. Any parent corporation or subsidiary of the owner or operator of the UST(s);

GEORGE H. RYAN, GOVERNOR

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4. Any co-owner or co-operator, either by joint-tenancy, right of survivorship, or any other party sharing a legal relationship with the owner or operator to whom the letter is issued;
5. Any holder of a beneficial interest of a land trust or inter vivos trust, whether revocable or irrevocable;
6. Any mortgagee or trustee of a deed of trust of the owner of the site or any assignee, transferee, or any successor-in-interest of the owner of the site;
7. Any successor-in-interest of such owner or operator;
8. Any transferee of such owner or operator whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest; or
9. Any heir or devisee of such owner or operator.

This Letter, and all attachments, including but not limited to the Leaking Underground Storage Tank Environmental Notice, must be filed within 45 days of its receipt as a single instrument with the Office of the Recorder or Registrar of Titles in the County where the above-referenced site is located. In addition, the Groundwater Ordinance must be filed as an attachment of this Letter with the Office of the Recorder or Registrar of Titles of the applicable county. This Letter shall not be effective until officially recorded by the Office of the Recorder or Registrar of Titles of the applicable County in accordance with Illinois law so it forms a permanent part of the chain of title for the above-referenced property. Within 30 days of this Letter being recorded, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA. For recording purposes, it is recommended that the Leaking Underground Storage Tank Environmental Notice of this Letter be the first page of the instrument filed.

CONDITIONS AND TERMS OF APPROVAL**LEVEL OF REMEDIATION AND LAND USE LIMITATIONS**

1. Based upon the certification by Shawn Rodeck, a Registered Professional Engineer of Illinois, and based upon other information in the Illinois EPA's possession, your request for a no further remediation determination is granted under the conditions and terms specified in this letter.
2. As a result of the release from the underground storage tank(s) associated with the above-referenced incident, the above-referenced site, more particularly described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter, shall not be used in a manner inconsistent with the following land use limitation: There are no land use limitations.
3. The land use limitation specified in this Letter may be revised if:
 - a) Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and

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- b) A new Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

PREVENTIVE, ENGINEERING, AND INSTITUTIONAL CONTROLS

4. Preventive: None.

Engineering: None.

Institutional: This Letter shall be recorded as a permanent part of the chain of title for the above-referenced site, more particularly described in the attached Leaking Underground Storage Tank Environmental notice of this letter.

Highway Authority Agreement

City of Chicago agrees, through the use of a Highway Authority Agreement, to allow contaminated groundwater and/or soils to remain beneath its highway right-of-way adjacent to the site located at 2000 California Ave., Chicago, IL. Specifically, as shown in the attached map, contamination will remain in the right-of-way to Armitage Ave. and California Ave. as indicated in the Highway Authority Agreement. The Highway Authority agrees (a) to prohibit the use groundwater under the highway right-of-way that is contaminated above residential Tier 1 remediation objectives from the release as a potable or other domestic supply of water, and (b) to limit access to soil contamination under the highway right-of-way that is contaminated above residential Tier 1 remediation objectives. A copy of the Highway Authority Agreement can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to the Bureau of Land, FOIA Unit as detailed elsewhere in this letter.

Questions regarding the Highway Authority Agreement should be directed to:

Commissioner
Department of Environment
30N. LaSalle Street
Chicago, IL 60602

Groundwater Use Ordinance

Section 11-8-390 of the Municipal Code of Chicago effectively prohibits the installation of potable water supply wells (and the use of such wells) and is an acceptable institutional control under the following conditions:

Each affected or potentially affected (as shown through contaminant modeling) property owner and the City of Chicago must receive written notification from the owner/operator desiring to use the ordinance as an institutional control that groundwater remediation objectives have been approved by the Illinois EPA. Written proof of this notification shall be submitted to the Illinois EPA within 45

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days from the date of this Letter. The notification shall include:

- a) The name and address of the local unit of government;
- b) The citation of the ordinance used as an institutional control in this Letter.
- c) A description of the property being sent notice by adequate legal description or by reference to a plat showing the boundaries;
- d) A statement that the ordinance restricting the groundwater use has been used by the Illinois EPA in reviewing a request for groundwater remediation objectives;
- e) A statement as to the nature of the release and response action with the name, address, and Illinois EPA inventory identification number; and
- f) A statement as to where more information may be obtained regarding the ordinance.

The following activities shall be grounds for voidance of the ordinance as an institutional control and this Letter:

- a) Modification of the reference ordinance to allow potable uses of groundwater;
- b) Approval of a site-specific request, such as a variance, to allow use of groundwater at the site;
- c) Violation of the terms of an institutional control recorded.

As a part of its corrective action, the LUST site has relied upon Section 11-8-390 of the Municipal Code of Chicago that prohibits potable uses of groundwater as defined therein. Proof of notification of affected parties, if any, shall be submitted in accordance with 35 IAC 742.1015(b) and (c) within 45 days of the issuance of this NFR Letter.

5. Failure to establish, operate, and maintain controls in full compliance with the Act, applicable regulations, and the approved corrective action plan may result in voidance of this Letter.

OTHER TERMS

6. Any contaminated soil or groundwater removed, or excavated from, or disturbed at the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, must be handled in accordance with all applicable laws and regulations under 35 IAC Subtitle G.

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7. Further information regarding the above-referenced site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency
Attention: Freedom of Information Act Officer
Bureau of Land - #24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

8. Should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the owner or operator of the leaking underground storage tank(s) associated with the above-referenced incident and the current title holder of the real estate on which the tanks were located, at their last known addresses. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of the voidance. Specific acts or omissions that may result in the voidance of this Letter include, but shall not be limited to:
- a) Any violation of institutional controls or industrial/commercial land use restrictions;
 - b) The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
 - c) The disturbance or removal of contamination that has been left in place in accordance with the Corrective Action Plan or Completion Report;
 - d) The failure to comply with the recording requirements for the Letter;
 - e) Obtaining the Letter by fraud or misrepresentation; or
 - f) Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment.

Submit the certified copy of this letter, as recorded, to:

Illinois Environmental Protection Agency
Bureau of Land - #24
LUST Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

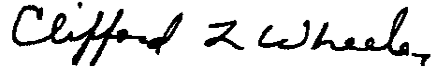
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If you have any questions or need further assistance, please contact the Illinois EPA project manager, Wayne Zuehlke, at 217/557-6937.

Sincerely,



Clifford L. Wheeler
Unit Manager
Leaking Underground Storage Tank Section
Division of Remediation Management
Bureau of Land

CLW: WSZ920280NFR

Attachments: Leaking Underground Storage Tank Environmental Notice
Groundwater Ordinance
Highway Authority Agreement

cc: Handex Environmental
Division File

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JACOBO ORDINANCE + MOU

0021176572

MEMORANDUM OF UNDERSTANDING**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
and
CITY OF CHICAGO - DEPARTMENT OF THE ENVIRONMENT****Background**

The Illinois Environmental Protection Agency ("Illinois EPA") and The City of Chicago - Department of the Environment ("DOE") recognize that the protection and safety of school children is of utmost importance. Both parties acknowledge that they have a positive working relationship within the various corrective action programs and recognize each other as a key partner in addressing the uncertainty to constructing schools on potentially contaminated property. Both parties play a critical role in Chicago for ensuring the proper cleanup, redevelopment and continued use of these properties. To the extent possible, both parties seek to facilitate the productive use and reuse of these properties, and recognize that a key factor to meeting this goal is to exercise their authorities and use their resources and qualified staff in ways that are mutually complementary.

Illinois EPA and DOE agree that this MOU shall serve as written public statement that both parties will strive to coordinate and cooperate to ensure the prompt cleanup and development of new schools on property that represents no significant risk to school children. Each party shall strive to coordinate its activities towards the successful completion of corrective action at properties being developed for this purpose.

To protect human health and the environment at sites that may or will be used for schools within the City of Chicago, Illinois EPA and DOE agree to jointly strive to meet the following goals:

To facilitate and ensure the prompt, appropriate remediation of potential school property by promoting investigations and cleanups that meet established legal standards and requirements.

To develop partnerships for the cleanup and redevelopment of properties among Illinois EPA, DOE, the Public Building Commission, Chicago Public Schools, and the Chicago Board of Education.

To provide to public, private and citizen/community groups, information and technical assistance about the cleanup and redevelopment of school properties.

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Memorandum of Understanding
Illinois EPA and Chicago DOE
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The Illinois EPA and DOE acknowledge that these goals can best be met if the parties capitalize on opportunities to share resources with each other and/ or rely upon the resources of the other party where appropriate.

Agreement

With respect to sites enrolled in the Illinois Site Remediation Program that have their existing or anticipated use as a public school within the City of Chicago, the Illinois EPA and DOE agree to make best efforts to undertake the following activities:

(1) Upon request by the Illinois EPA, DOE will provide appropriate field oversight during the investigation, remediation and development of properties that are or will be used for public schools to ensure that all activities are conducted in accordance with plans approved by Illinois EPA pursuant to 35 Ill. Adm. Code Parts 740 and 742. DOE agrees that it will respond on short notice from Illinois EPA if unanticipated site conditions arise that require immediate attention. DOE will, as appropriate, provide proper written documentation to Illinois EPA consisting of observations, activities, photos, etc. of its field activities and insure staff are properly trained. In advance of DOE undertaking the activities described in this paragraph, the Illinois EPA will identify and will assist DOE with any necessary supplemental training.

(2) DOE will review and provide comments on the adequacy, appropriateness and conclusions provided as part of reviewing the site investigation report, remediation objectives report, the remediation action plan and the remediation completion report.

(3) Upon the request of a Remediation Applicant or its agent, namely the Public Building Commission, DOE may, at its discretion, serve as a Review and Evaluation Licensed Professional Engineer (RELPE) in accordance with the requirements of the Illinois Site Remediation Program, 35 Ill. Adm. Code 740. Illinois EPA recognizes and agrees that certain DOE employees are qualified to serve as a RELPE, and DOE agrees to ensure that only qualified DOE employees may serve in such capacity. When providing review and evaluation services, DOE agrees that it shall conduct all such services in accordance with the requirements of the Illinois Site Remediation Program and the Illinois Tiered Approach to Corrective Action Program. Illinois EPA agrees to provide DOE with procedural guidance and checklists for use by DOE, and DOE agrees to use these materials in the provision of its services. In accordance with the requirements of the Illinois Site Remediation Program, DOE agrees that it will submit any plans or reports directly to Illinois EPA, that it will take direction for work assignments from Illinois EPA, and it will perform the assigned work on behalf of the Illinois EPA.

DOE acknowledges that only the Illinois EPA has final authority to approve, disapprove or approve with conditions, any plans or reports that it reviews and evaluates. However, Illinois EPA acknowledges the critical importance to DOE of ensuring appropriate cleanup and development of sites that are or will be used as public schools in a timely manner. Accordingly, Illinois EPA agrees

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Memorandum of Understanding
Illinois EPA and Chicago DOE
Page 3

to review plans and reports and to issue No Further Remediation letters as expeditiously as possible. Illinois EPA will approve the remediation as complete or make a "No Further Remediation" determination based upon the compliance with the statutory and regulatory requirements of the Site Remediation Program (415 ILCS 5/Title XVII; 35 Ill. Adm. Code 740). The Illinois EPA shall provide copies of all determinations to DOE. Each party shall strive to resolve any conflicts that may arise to the satisfaction of each party.

(4) DOE acknowledges the comprehensive use of the Tiered Approach to Cleanup Objectives ("TAC") (35 Ill. Adm. Code 742) for environmental response actions and its Site Remediation Program to establish numeric soil and groundwater cleanup objectives.

(5) DOE will provide or assist in appropriate community relation meetings with the general public. Illinois EPA and DOE will ensure that copies of all plans and correspondence are made available to the public.

(6) DOE will provide future monitoring at schools where Illinois EPA has approved the remediation as complete or made a "No Further Remediation" determination based on the use of institutional controls or engineered barriers to ensure the continued use of such institutional controls or barriers.

(7) Illinois EPA may, upon mutual agreement concerning type and location, provide for laboratory analysis of samples collected by DOE. The costs of these analysis shall be borne by the Remediation Applicant. Illinois EPA will provide, resources permitting, for any necessary sampling or safety training that DOE may require.

(8) Illinois EPA will provide copies of applications, site investigations, workplans, or any other documents provided by or to the Remediation Applicant to DOE if not otherwise provided to DOE upon request.

(9) Illinois EPA will consider DOE comments prior to taking final action.

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Memorandum of Understanding
Illinois EPA and Chicago DOE
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Implementation

This MOU may only be modified by written agreement of the parties. This MOU may be terminated by either party with sixty days prior written notice. This MOU is effective upon the completion of execution by the parties.



Director - Illinois Environmental Protection Agency

10/6/99
Date



Commissioner - Chicago Department of the Environment

10/6/99
Date

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Property of Cook County Clerk's Office

I CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY

OF DOCUMENT # 0021176572

NOV 17 05



RECORDER OF DEEDS, COOK COUNTY

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Site PIN: 13-36-125-011

TIERED APPROACH TO CORRECTIVE ACTION RIGHT-OF-WAY AGREEMENT

This Agreement is entered into this 9TH day of SEPTEMBER, 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 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 2000 North California, 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 920280 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.

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- 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.
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.

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- 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 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

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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.

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.

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- 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:

Environmental Engineering
 Shell Oil Products US
 Environmental Engineering
 603 Diehl Road, Suite 103
 Naperville, IL 60563

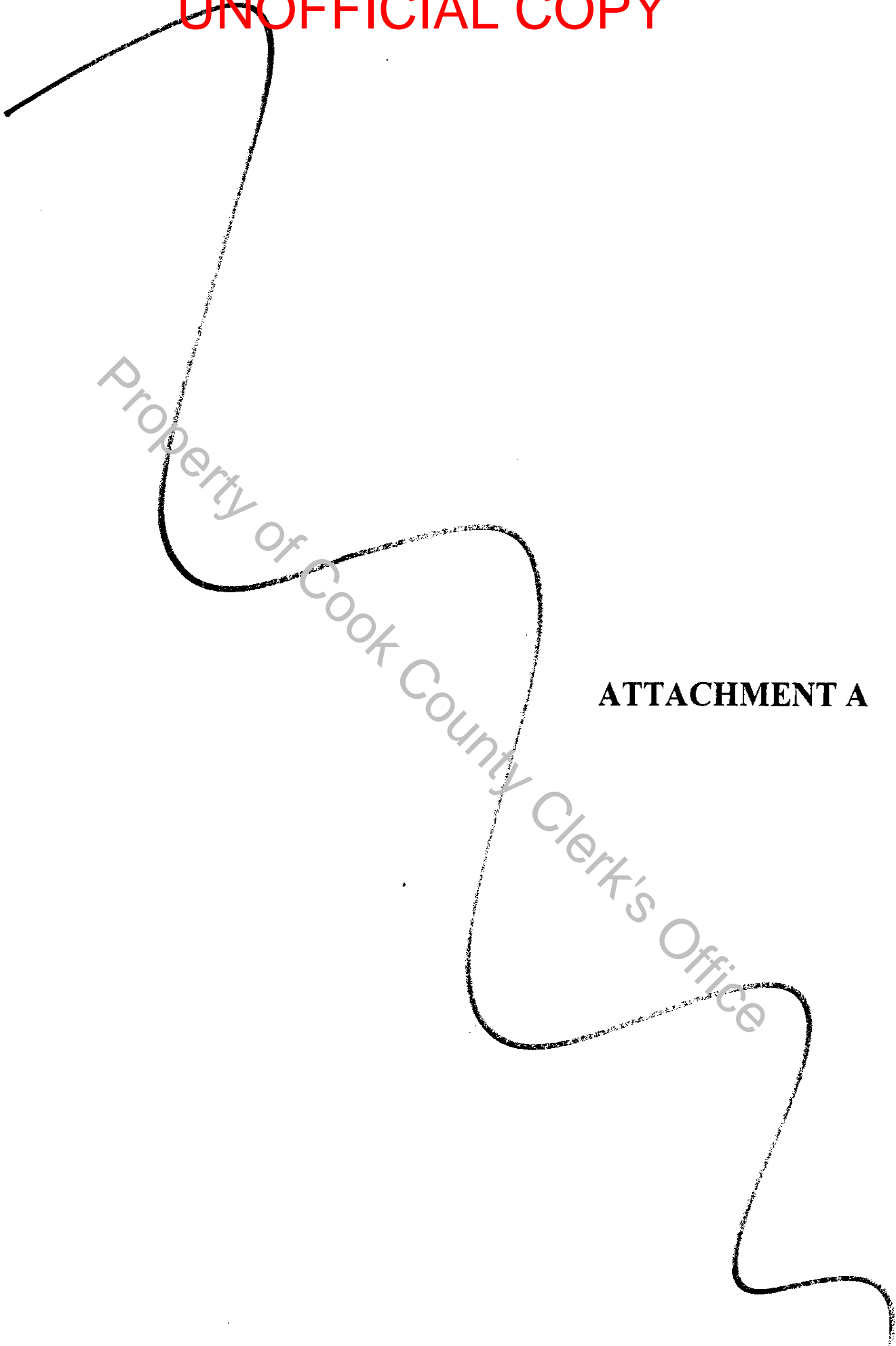
IN WITNESS WHEREOF, the City of Chicago has caused this Agreement to be signed by its duly authorized representative:

BY: *N. Marcia Jimenez* Date: 9/9/02
 N. Marcia Jimenez

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

BY: *John Roever* Date: 9/3/02

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Property of Cook County Clerk's Office

ATTACHMENT A

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A. Site Identification

IEMA Incident # (6 digit): 920280 IEPA Generator # (10 digit): 0316225071
 Site Name: Former Shell Service Station (WIC #212-1544-7901)
 Site Address (Not a P.O. Box): 2000 North California
 City: Chicago County: Cook

B. Site Description

Real Estate Tax/Parcel Index Number: 13-36-125-011-0000

Legal Description of Site (may be provided on a separate sheet):
OWNERS DIV OF LOTS 10 TO 14 & LOT 9 (EX THE W 5.215 FT THEREOF) OF BLK 12
OF THE TOWN OF SCHLESWIG (SEE B)

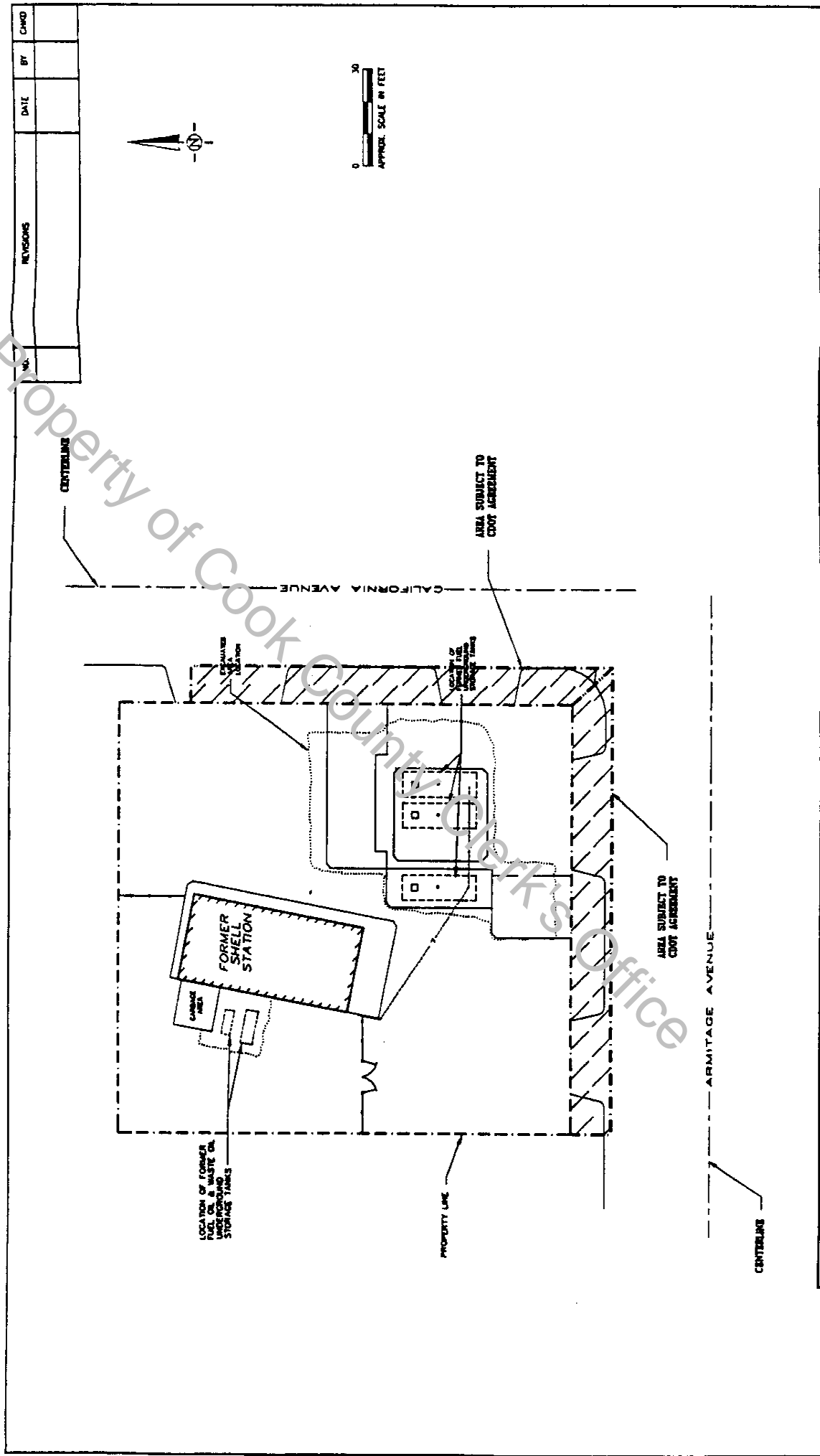
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ATTACHMENT B

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NO.	REVISIONS	DATE	BY	CHKD

DRAWN BY: R. WALSHVELLO	FIGURE
CHECKED BY: -	4
SCALE: 1" = 30'	
DATE: 9/3/99	

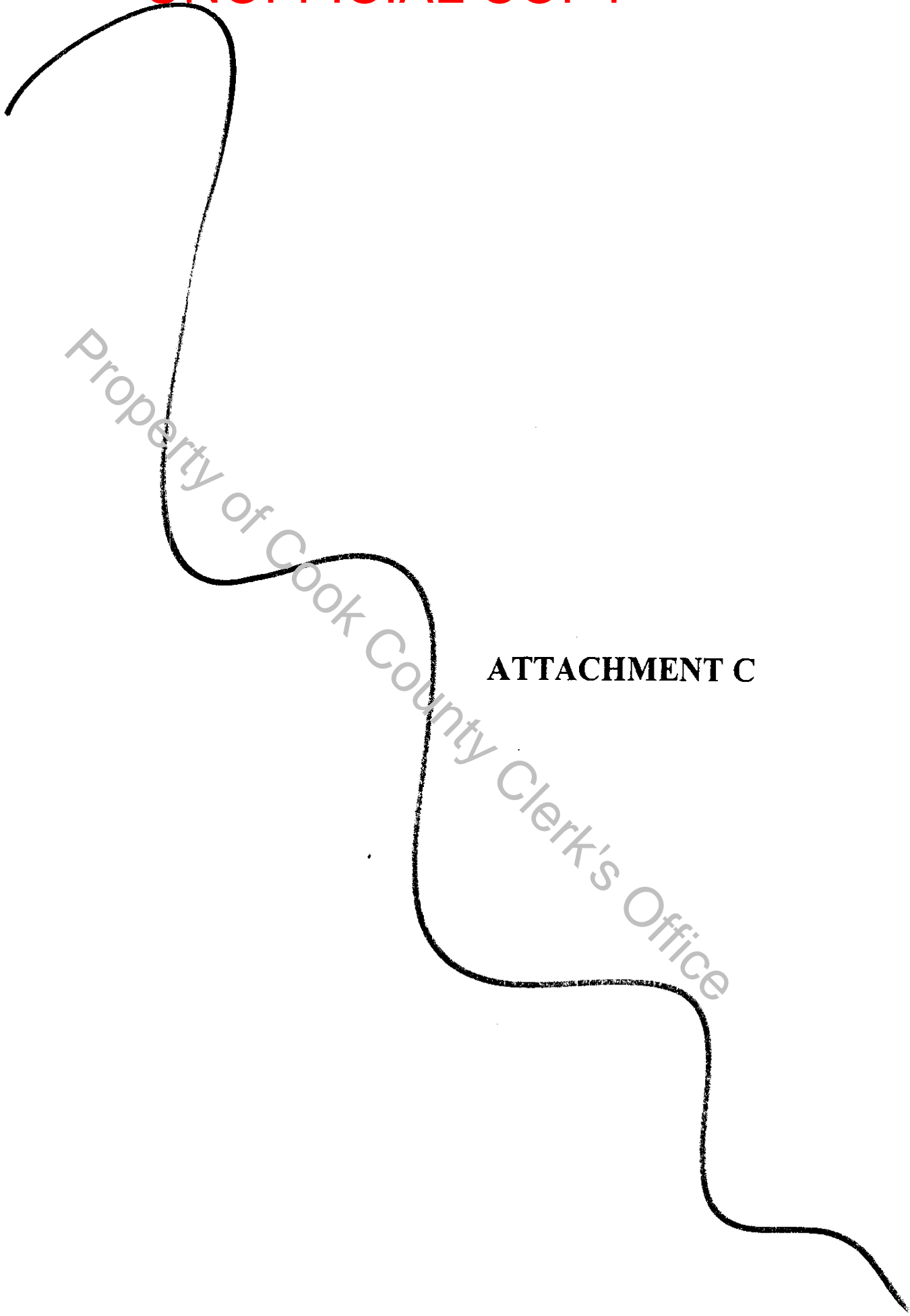
AREA SUBJECT TO HIGHWAY
AUTHORITY AGREEMENT
FORMER SERVICE STATION, #126857
2000 NORTH CALIFORNIA AVENUE

SHELL OIL PRODUCTS US
603 DIEHL ROAD SUITE 103
MADISONVILLE, MISSISSIPPI 39341



Handax
OF LUMINOUS
1701 W. QUINCY, SUITE 10
MADISONVILLE, MISSISSIPPI 39341

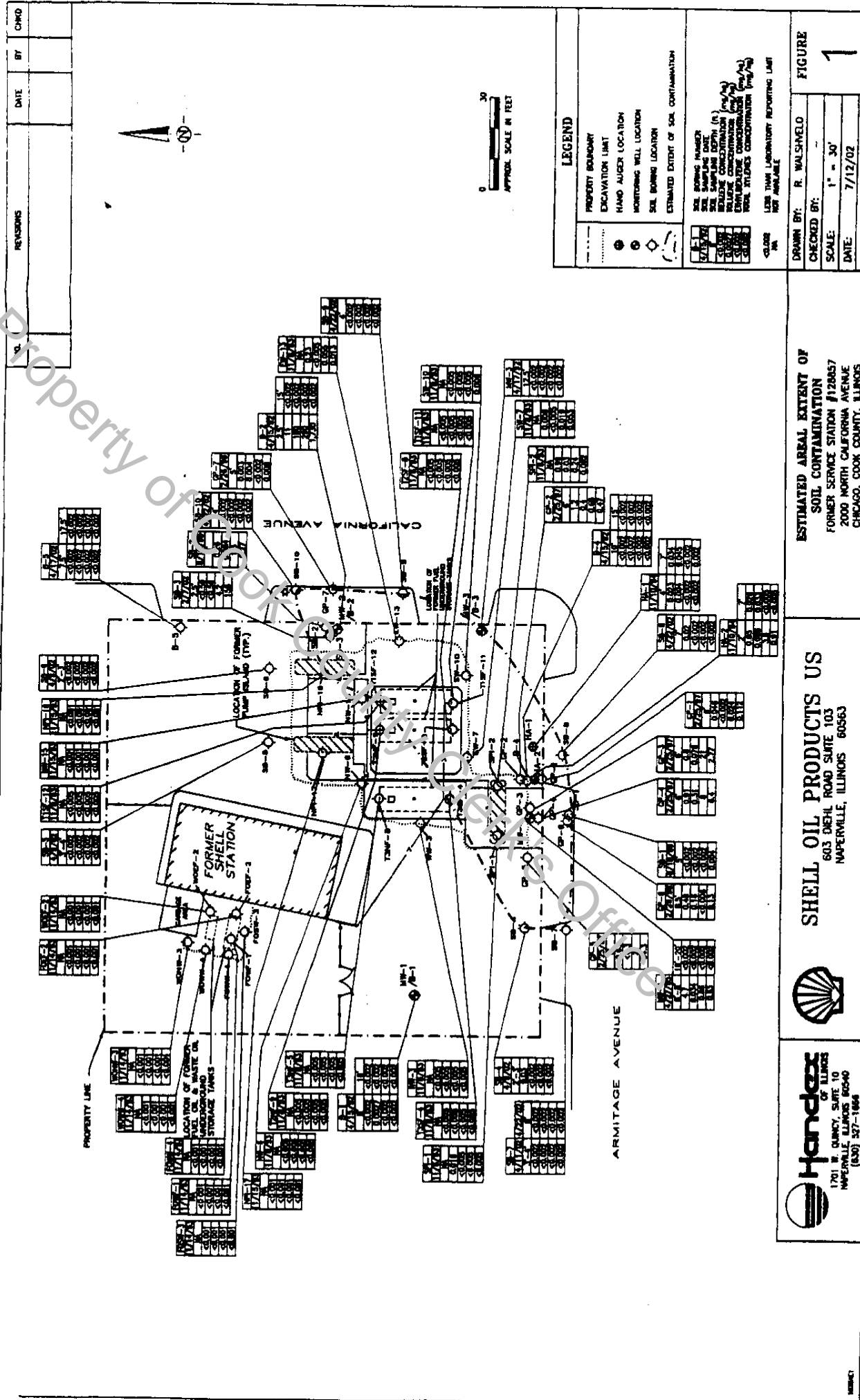
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DRAWN BY: R. WALSHFIELD
 CHECKED BY:
 SCALE: 1" = 30'
 DATE: 7/12/02
FIGURE 1

ESTIMATED AREAL EXTENT OF SOIL CONTAMINATION
 FORMER SERVICE STATION #12857
 2000 NORTH CALIFORNIA AVENUE
 CHICAGO, COOK COUNTY, ILLINOIS

SHELL OIL PRODUCTS US
 603 DIEHL ROAD SUITE 103
 NAPERVILLE, ILLINOIS 60563



Hazardous
 OF ILLINOIS
 1701 W. QUINCY, SUITE 10
 NAPERVILLE, ILLINOIS 60563
 (800) 327-1866

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TABLE 1
Soil Analytical Results

Former Shell Service Station, #128857
2000 North California
Chicago, Cook County, Illinois

IEMA #920280
Handex Project #118103

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	16,000
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 Sample Location	Depth (ft)	Date				
MW-1/B-1	8	04/15/92	<0.002	0.0027	<0.002	<0.002
MW-1/B-1	18	04/15/92	<0.002	<0.002	<0.002	<0.002
MW-2/B-2*	2.5	04/15/92	11	180	290	1730
MW-2/B-2	15	04/15/92	<0.002	<0.002	<0.002	<0.002
B-4	10	04/15/92	<0.002	<0.002	<0.002	<0.002
B-4	15	04/15/92	<0.002	<0.002	<0.002	<0.002
B-5	7.5	04/17/92	<0.002	<0.002	<0.002	<0.002
B-5	17.5	04/17/92	<0.002	<0.002	<0.002	<0.002
MW-3/B-3	12.5	04/17/92	<0.002	<0.002	<0.002	<0.002
SPI-1	NA	11/08/93	0.016	<0.005	<0.005	<0.005
SPI-2	NA	11/08/93	0.99	0.03	0.24	0.92
WW-3	NA	11/08/93	<0.005	<0.005	<0.005	<0.005
T3SF-4	NA	11/08/93	<0.005	<0.005	<0.005	<0.005
T3NF-5	NA	11/08/93	<0.005	<0.005	<0.005	<0.005
NW-6	NA	11/08/93	<0.005	<0.005	<0.005	<0.005
SW-7	NA	11/08/93	0.008	<0.005	0.019	0.053
T2SF-8	NA	11/08/93	<0.005	<0.005	<0.005	<0.005
T2NF-9	NA	11/08/93	<0.005	<0.005	<0.005	<0.005
SW-10	NA	11/08/93	<0.005	<0.005	<0.005	0.006
T1SF-11	NA	11/08/93	<0.005	<0.005	<0.005	<0.005
T1SF-12	NA	11/08/93	<0.005	<0.005	<0.005	<0.005
EW-13	NA	11/08/93	0.23	<0.005	0.055	0.013
FOWF-1	NA	11/14/93	<0.001	<0.001	<0.001	<0.001
FOEF-2	NA	11/14/93	<0.001	<0.001	<0.001	<0.001
FOSW-3	NA	11/14/93	<0.001	<0.001	<0.001	<0.001
FOWW-4	NA	11/14/93	<0.001	<0.001	<0.001	<0.001
WOEF-2	NA	11/14/93	<0.001	<0.001	<0.001	<0.001
WONW-3	NA	11/14/93	<0.001	<0.001	<0.001	<0.001
WOWW-4	NA	11/14/93	<0.001	<0.001	<0.001	<0.001
NW-15	NA	11/15/93	<0.001	<0.001	<0.001	<0.001
NPI-16	NA	11/15/93	<0.001	<0.001	<0.001	<0.001
NPI-17	NA	11/15/93	<0.001	<0.001	<0.001	<0.001
HA-1	4	11/10/94	0.023	0.004	<0.002	0.002
HA-1	7	11/10/94	0.034	0.045	<0.002	0.002
HA-2	2	11/10/94	0.85	0.066	3.8	0.91
HA-2	7	11/10/94	0.026	0.033	<0.005	<0.005
MW-4	6-8	04/27/95	4.7	0.034	0.86	0.63

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2000 North California
Chicago, Cook County, Illinois

IEMA #920280
Handex Project #118103

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	16,000
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 Sample Location	Depth (ft)	Date				
MW-4	18-20	04/27/95	<0.002	<0.002	<0.002	<0.002
GP-1	6	02/25/87	0.046	<0.002	0.024	0.112
GP-2	6	02/25/87	1.2	0.4	0.68	0.47
GP-3	6	02/25/97	0.8	0.076	21	2.77
GP-4	6	02/25/97	0.91	0.31	8	6.4
GP-5	6	02/25/97	0.63	<0.3	21	54.3
GP-6	8.5	02/26/98	0.48	0.16	<0.006	0.13
GP-7	5	02/26/98	0.003	0.004	<0.002	0.006
SB-1	5	02/18/99	<0.002	<0.002	<0.002	0.004
SB-2*	6	06/15/99	0.26	0.084	1.5	0.27
SB-3*	2.5	02/17/02	<0.59	<0.59	4.2	158
SB-4	2-3	04/09/02	0.03	<0.002	<0.002	<0.002
SB-5	3-4	04/09/02	<0.002	<0.002	<0.002	<0.002
SB-6	2-3	04/09/02	<0.002	<0.002	<0.002	<0.002
SB-7	3-4	04/11/02	<0.002	<0.002	<0.002	<0.002
SB-7	8	04/22/02	<0.002	<0.002	<0.002	<0.002
SB-8	7	04/22/02	0.02	<0.002	<0.002	<0.002
SB-9	4	04/22/02	<0.002	<0.002	<0.002	<0.002
SB-10	4	04/22/02	<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 analytical method detection limit
- 6) NA = data not available
- 7) *B-2 resampled by SB-2 in June 99 and SB-3 in February 2002

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TABLE 2
Groundwater Analytical Results

Former Shell Service Station, #128857
2000 North California
Chicago, Cook County, Illinois

IEMA #920280
Handex Project #118103

Tier 1 Exposure Routes & Groundwater Remediation Objectives				Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylene(s) (ug/L)
Tier 1				5	1,000	700	10,000
Tier 2				25	2,500	1,000	10,000
Sample Date	Referenced Elevation	Depth to Groundwater	Groundwater Elevation				
04/22/92	NA	8.29	NA	<1.0	<1.0	<1.0	<1.0
02/17/93	NA	5.7	NA	<1.0	<1.0	<1.0	<1.0
10/05/94	NA	7.03	NA	<1.0	<1.0	<1.0	<1.0
04/27/95	101.08	6.67	95.41	<1.0	<1.0	<1.0	<1.0
10/19/95	101.08	7.42	93.66	<1.0	<1.0	<1.0	<1.0
10/11/96	101.08	7.29	93.79	<1.0	NA	NA	NA
03/29/99	101.08	5.93	95.15	<1.0	<1.0	<1.0	<1.0
04/05/02	101.08	4.89	96.19	<1	<1	<1	<1
04/22/92	NA	5.63	NA	12	<2.0	<1.0	<1.0
02/17/93	NA	5.45	NA	19	<1.0	8.8	<1.0
10/05/94	NA	5.51	NA	<1.0	<1.0	<1.0	<1.0
04/27/95	100.28	5.62	94.43	2	<1.0	<1.0	<1.0
10/19/95	100.28	5.62	94.66	<1.0	<1.0	<1.0	<1.0
10/11/96	100.28	5.62	94.66	2	NA	NA	NA
03/29/99	100.28	5.52	94.76	<1.0	<1.0	<1.0	<1.0
04/05/02	100.28	5.38	94.90	3	26	3	16
04/22/92	NA	7.28	NA	4.8	<1.0	<1.0	<1.0
02/17/93	NA	7.49	NA	<1.0	<1.0	<1.0	<1.0
10/05/94	NA	7.32	NA	1	<1.0	<1.0	1
04/27/95	100.42	7.29	93.13	<1.0	<1.0	<1.0	<1.0
10/19/95	100.42	7.42	93	25	23	3	15
10/11/96	100.42	7.42	93.00	<1.0	<1.0	<1.0	<1.0
03/29/99	100.42	7.37	93.05	<1.0	<1.0	<1.0	<1.0
04/05/02	100.42	7.14	93.28	<1	<1	<1	<1
04/27/95	100.81	6.68	90.93	68	33	34	270
10/19/95	100.81	5.51	95.1	15	<1.0	4	1
10/11/96	100.81	6.48	94.13	10	NA	NA	NA
03/29/99	100.81	5.10	95.51	23	<1.0	2	<1.0
04/05/02	100.81	5.12	95.49	2	2	<1	<1

er tier
 ull exceeds groundwater remediation objective
 ted above analytical method detection limit
 red using United States Environmental Protection Agency Method 8020A
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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).



Chicago
J.M. Daley, Mayor

Department of Environment

E. Abolt
Director

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Chicago, Illinois 60602-2575
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