

THIS INSTRUMENT PREPARED BY:

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AFTER RECORDING
RETURN TO:

Recorder's Box 337



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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/19/2007 03:48 PM Pg: 1 of 13

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CORRECTIVE ACTION AGREEMENT

This agreement is entered into as of this 15th day of August, 2007 by and between Equilon Enterprises LLC d/b/a Shell Oil Products US, with offices at 603 Diehl Rd., Naperville, Illinois ("Shell") and the Village of Northbrook, (225 Cedar Lane, Northbrook, Illinois ("Village").

RECITALS

WHEREAS, Shell is the former operator of a gasoline service station located at 4105 Dundee Rd, Northbrook, Illinois, and legally described in Exhibit A attached to and made a part of this Agreement by this reference ("Site"); and

WHEREAS, Shell discovered and reported the presence of benzene, toluene, ethylbenzene, and xylenes ("Petroleum Constituents") in the soils and groundwater at the Site, which report was made to the Illinois Emergency Management Agency ("IEMA"), and for which the IEMA assigned incident numbers 900856 and 20001303 ("Incidents"); and

WHEREAS, the Illinois Environmental Protection Agency (IEPA) has approved a Corrective Action Plan ("CAP") which allows closure of the Incidents subject to, among other things, the Village approving a limited area groundwater use restriction ("Limited Area Ordinance") which would prevent installation of potable water wells in that area of the Village designated on Exhibit B attached to and made a part of this Agreement by this reference ("Restricted Area"); and

WHEREAS, the Village is willing to enact the Limited Area Ordinance, but has expressed concern about the presence of Petroleum Constituents in the vicinity of a Village water main ("Adjacent Water Main") and sanitary sewer ("Adjacent Sewer Main"), both of which run adjacent to and southerly of the Site and adjacent to and westerly of the Site (collectively, the "Adjacent Mains"), as shown on Exhibit C attached to and made a part of this Agreement by this reference; and

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WHEREAS, the Village is a home rule municipal corporation and enters into this Agreement pursuant to all powers and authority that it has as a home rule unit under the Illinois Constitution of 1970 and other applicable law; and

WHEREAS, Shell has agreed to address the Village concerns noted above;

NOW, THEREFORE, in exchange for joint and mutual undertakings and other consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement by this reference as though fully set forth herein.

2. Corrective Action.

A. Shell agrees to undertake at its sole cost and expense the following corrective action as soon as said action has been approved by the IEPA pursuant to plans approved by the Village:

- i. The construction of an 8-inch diameter water main and necessary and related appurtenances and completion of any service line connections to replace the Adjacent Water Main, which includes gaskets of a material to have reasonably sufficient resistance to Petroleum Constituents (collectively, "New Water Main");
- ii. The abandonment of the Adjacent Water Main in place once the New Water Main has been installed and is connected;
- iii. The lining of, and any necessary reconnections of service lines to, the Adjacent Sewer Main with a material to have reasonably sufficient resistance to Petroleum Constituents;
- iv. The installation of the New Water Main, the abandonment of the Adjacent Water Main and the lining of the Adjacent Sewer Main, and the handling of soils and groundwater pursuant to items (i) through (iii) above and (v) below, shall collectively be known as the "Work."
- v. All soils or groundwater encountered during the Work that contain Petroleum Constituents shall be properly documented, handled, and disposed of by Shell in compliance with applicable law.
- vi. All Work shall be in conformance with requirements of the IEPA and in compliance with plans approved by the Village and all codes and ordinances of the Village. At the conclusion of the Work and upon inspection, approval and thereof by the Village by resolution duly adopted, the Work shall be the property of the Village; however, Shell shall provide a two year warranty on the Work.

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B. Concurrent with the execution of this Agreement, Shell agrees to pay to the Village, by cashier's check, the amount of Eight Thousand Five Hundred Dollars (\$8,500.00) (\$7,500.00 of which has been placed on deposit with the Village prior to execution of this Agreement) as reimbursement for the Village's costs incurred to date for the preparation, negotiation, implementation, and enforcement of this Agreement, which shall include the Village's consultants and attorneys' fees and costs ("Agreement Fees"). Shell shall pay any additional Agreement Fees incurred by the Village promptly following written notice thereof from the Village.

C. Shell agrees, upon request of the Village and if required by the IEPA, to provide, install, operate, and maintain, at Shell's cost and expense, one or more additional monitoring wells on the Site and in the vicinity of the Adjacent Mains as may be necessary to monitor levels of Petroleum Constituents for the protection of public health and safety as required by the IEPA.

D. The Village agrees to cooperate with Shell's performance of the Work within the existing easement areas and to provide any assistance reasonably required by Shell to interact with users of the Adjacent Mains to fulfill its obligations pursuant to this Agreement.

3. Permits Required. The Village agrees to expedite any permitting required by Shell in order to accomplish the testing and Work required under this Agreement and to reasonably cooperate with Shell in the testing and review of the results of such testing.

4. Continued Responsibility. Shell agrees that if Petroleum Constituents are discovered within the Restricted Area, there will be a rebuttable presumption that the Petroleum Constituents were released from the Incidents and Shell will remain responsible for taking such action as may be required by the IEPA to mitigate impacts from the Petroleum Constituents generally, and by the Village to mitigate impacts from the Petroleum Constituents on the Adjacent Mains.

5. Indemnity and Insurance.

A. Shell agrees to indemnify, hold harmless, and defend the Village and its agents, officials, contractors, and employees ("Village Indemnitees") for all claims, obligations and liabilities asserted against or costs incurred by the Village Indemnitees, including, without limitation, remediation costs and expenses, consultants' fees, attorneys' fees and court costs, associated with the Incidents or the release of Petroleum Constituents from the Site by, or on behalf of, Shell or its predecessor corporate entities or predecessor owners and operators of the Site.

B. Shell shall provide, or cause its contractors to provide, certificates of insurance demonstrating adequate insurance coverage for any work performed by Shell in connection with this Agreement and naming the Village and the owner of fee simple title to the property in which the Adjacent Mains are located as additional insureds.

6. Adoption of Ordinance. The Village agrees that, upon execution of this Agreement by the parties and Shell's payment of the funds required in Section 4, it will cause the Limited Area Ordinance to be enacted. Shell understands and agrees that the Village cannot, and does not, agree never to repeal, amend, or otherwise modify the Limited Area Ordinance. However, if the Village elects to repeal, amend, or otherwise modify the Limited

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Area Ordinance, it shall Give Shell and the IEPA not less than thirty (30) days prior notice of its intent to take such action.

7. Term. This Agreement shall continue in effect from the date of this Agreement until (i) the Limited Area Ordinance is no longer required by the IEPA as an institutional control; and (ii) the area within ten (10) feet adjacent to and on either side of the Adjacent Mains is demonstrated, to the satisfaction of the IEPA, to be suitable for unrestricted use.

8. General. This Agreement is entered into by the Village and Shell in recognition of laws passed by the Illinois General Assembly and regulations adopted by the Illinois Pollution Control Board which encourage a tiered approach to remediation of environmental contamination. Violation of this Agreement by Shell shall be grounds for such action as the IEPA and/or the Village may find to be reasonable and appropriate under the circumstances from time to time.

9. Notices. Except as otherwise explicitly provided in this Agreement, all notices required or permitted to be given under this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062
Attention: Village Manager

with a copy to:

Holland & Knight LLP
131 South Dearborn Street
30th Floor
Chicago, Illinois 60603
Attention: Barbara A. Adams

Notices and communications to Shell shall be addressed to, and delivered at, the following address:

Shell Oil Products, US
603 Diehl Rd.
Naperville, Illinois 60062
Attention: HSE Engineering

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices to such party, but no notice of a change of address shall be effective until actually received.

10. Counterparts. This Agreement may be executed in counterparts.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date stated on page 1 of this Agreement.

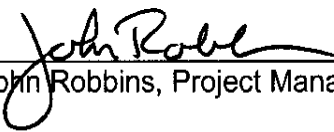
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK AND THE SIGNATURE PAGES FOLLOW]

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EQUILON ENTERPRISES LLC
d/b/a SHELL OIL PRODUCTS US


By: John Robbins, Project Manager

Date: April 25, 2007.

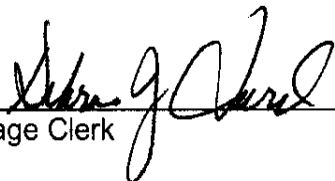
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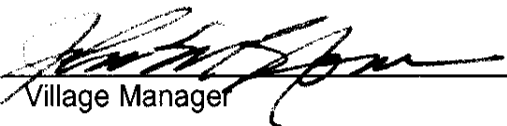
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ATTEST:

VILLAGE OF NORTHBROOK



Village Clerk

By: 

Village Manager

Date: 8/15/07

Date: 8/15/07

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EXHIBIT A

LEGAL DESCRIPTION OF SITE

LOT 2 IN SANDERS COURT SUBDIVISION BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-07-100-017-0000

COMMON ADDRESS: 4105 DUNDEE ROAD, NORTHBROOK, IL 60062

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UNOFFICIAL COPY EXECUTION COPYEXHIBIT B-1LEGAL DESCRIPTION OF RESTRICTED AREA

PARCEL 1:

LOT 1 IN SANDERS COURT SUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED JANUARY 27, 1977 AS DOCUMENT NUMBER 23803066.

PIN: 04-07-100-016-0000

COMMON ADDRESS: 4109 DUNDEE ROAD, NORTHBROOK, IL 60062

PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 8 RODS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID, WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID 150.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID 40.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID 118.0 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID 29.0 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID 268.0 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG SAID WEST LINE 69.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 04-07-100-019-0000

COMMON ADDRESS: 4109 DUNDEE ROAD, NORTHBROOK, IL 60062

PARCEL 3:

LOT 2 IN SANDERS COURT SUBDIVISION BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-07-100-017-0000

COMMON ADDRESS: 4105 DUNDEE ROAD, NORTHBROOK, IL 60062

PARCEL 4:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF

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LOT 2 AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF LOT 2 A DISTANCE OF 216.54 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 2 AFORESAID 40.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID 221.78 FEET TO A POINT IN THE WESTERLY LINE OF SANDERS ROAD; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE 40.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 04-07-100-018-0000

COMMON ADDRESS: 4109 DUNDEE ROAD, NORTHBROOK, IL 60062

PARCEL 5.

THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID 1152.0 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 90 DEGREES WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 267.79 FEET TO A POINT 452.59 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID; THENCE SOUTH 0 DEGREES, 20 MINUTES, 00 SECONDS WEST 679.30 FEET; THENCE NORTH 88 DEGREES, 20 MINUTES, 00 SECONDS EAST 177.0 FEET TO A LINE 674.14 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SECTION 7 AFORESAID (SAID 674.14 FEET BEING MEASURED ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID); THENCE NORTH 90 DEGREES EAST ALONG SAID PARALLEL LINE 715.51 FEET TO THE WESTERLY LINE OF SANDERS ROAD; THENCE NORTH 7 DEGREES, 19 MINUTES, 12 SECONDS WEST ALONG SAID WESTERLY LINE 546.59 FEET TO A LINE 2 CHAINS SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID; THENCE NORTH 90 DEGREES WEST ALONG SAID PARALLEL LINE 366.54 FEET TO A POINT IN THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID; THENCE NORTH 0 DEGREES, 08 MINUTES, 40 SECONDS EAST ALONG SAID WEST LINE 82.0 FEET TO A POINT IN THE SOUTH LINE OF DUNDEE ROAD AS DESCRIBED IN CONDEMNATION CASE 69 L 18272; THENCE NORTH 90 DEGREES WEST ALONG SAID SOUTH LINE 184.77 FEET TO A LINE PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID AND DRAWN THROUGH THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID PARALLEL LINE 50.0 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART CONDEMNED FOR NORTHERN ILLINOIS TOLL HIGHWAY AS PER SUPERIOR COURT OF COOK COUNTY, ILLINOIS, CASE #56 S 11399) ALSO (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7, 2 CHAINS SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH ALONG THE WEST LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, 2.31 CHAINS; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 7 TO THE WESTERLY LINE OF SANDERS (FORMERLY KNOWN AS WAUKEGAN ROAD); THENCE NORTHERLY ALONG THE WESTERLY LINE OF SANDERS ROAD TO A POINT ON THE WESTERLY LINE OF SAID ROAD WHICH IS 2 CHAINS SOUTH OF THE NORTH LINE OF SAID SECTION 7; THENCE WEST ALONG A LINE 2 CHAINS SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 7 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS).

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PARCEL 6:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7, 2 CHAINS SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, 2.31 CHAINS; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 7 TO THE WESTERLY LINE OF SANDERS (FORMERLY KNOWN AS WAUKEGAN ROAD); THENCE NORTHERLY ALONG THE WESTERLY LINE OF SANDERS ROAD TO A POINT ON THE WESTERLY LINE OF SAID ROAD WHICH IS 2 CHAINS SOUTH OF THE NORTH LINE OF SAID SECTION 7; THENCE WEST ALONG A LINE 2 CHAINS SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 7 TO THE POINT OF BEGINNING (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 8 RODS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID, WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID, 150.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID, 40.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID, 118.0 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID 29.0 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID 268.0 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG SAID WEST LINE 69.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS) AND (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 IN SANDERS COURT SUBDIVISION BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF LOT 2 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 2 AFORESAID 40.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID 221.78 FEET TO A POINT IN THE WESTERLY LINE OF SANDERS ROAD; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE 40.33 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

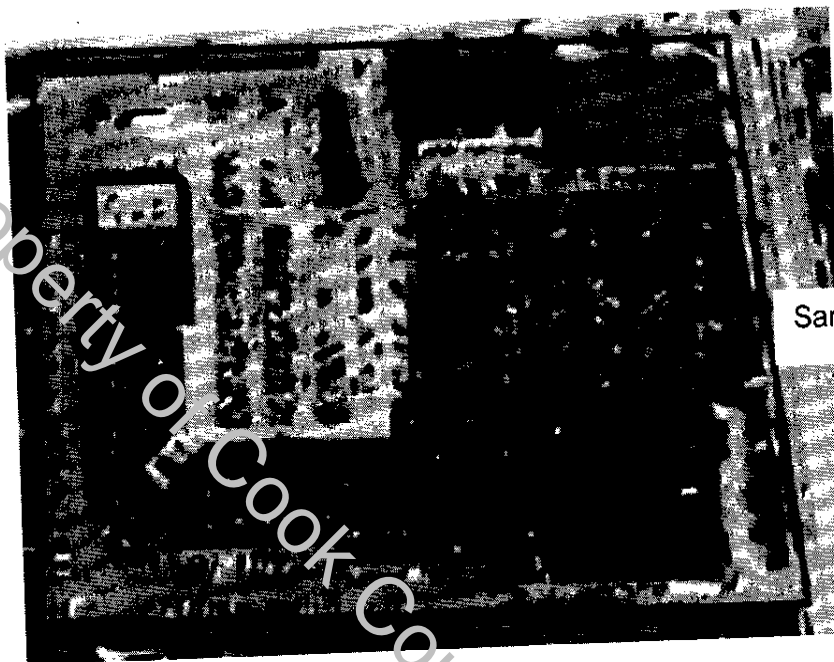
PIN FOR PARCELS 5&6: 04-07-100-020-0000

COMMON ADDRESS: 4119 DUNDEE ROAD, NORTHBROOK, IL 60062

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EXHIBIT B-2
RESTRICTED AREA MAP

Dundee Road



Sanders Road

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OVERSIZE

**EXHIBIT
FORWARD
TO PLAT COUNTER
FOR SCANNING**

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RECORDED DATE _____

CASHIER # / NAME _____