

# UNOFFICIAL COPY

Site PIN 20-16-202-041, 20-16-202-042, 20-16-202-043, 20-16-202-044 & 20-16-202-045

## TIERED APPROACH TO CORRECTIVE ACTION SUPPLEMENTAL RIGHT-OF-WAY AGREEMENT

This Agreement is entered into this 3<sup>rd</sup> day of July, 2008 pursuant to the Municipal Code of the City of Chicago Section 2-36-030 ("Code") by and among ExxonMobil Oil Corporation ("Owner") and ExxonMobil Oil Corporation ("Operator"), together referred to herein as "Owner/Operator," and the City of Chicago ("City"), as follows:

WHEREAS, Owner/Operator is pursuing corrective action at a site and in the right-of-way adjacent to the site located at 5500 South Wells Street ("Site") and legally described in Attachment A; and

WHEREAS, attached as Attachment B 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 35 Ill. Admin. Code Section 742; and

WHEREAS, also attached as Attachment C 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; and

WHEREAS, under 35 Ill. Admin. Code 742.1020, the use of risk-based, site-specific remediation objectives in the right-of-way require entry of the City into a Highway Authority Agreement Memorandum of Agreement ("Highway Authority Agreement"), in lieu of active remediation of the contaminant-impacted soil and/or groundwater; and

WHEREAS, the Owner/Operator has requested that the City enter into a Highway Authority Agreement in the form prescribed by the Illinois Environmental Protection Agency, set forth in Attachment D; and

WHEREAS, the City, as a condition of entering into the Highway Authority Agreement, requires certain covenants on the part of the Owner/Operator in exchange for its agreement to execute that form;

NOW, THEREFORE, the parties agree as follows:

1. The City agrees that it will prohibit by ordinance the use of groundwater as required by Paragraph 8 of the Highway Authority Agreement. This prohibition is ensured in Code Section 11-8-390. The City further agrees that it will limit access to soil as required by Paragraph 9 of the Highway Authority Agreement. This prohibition is ensured through operation of Code Section 10-20-100 et seq., and by requiring applicants for a public way work permit in the right-of-way



Doc#: 0917548000 Fee: \$78.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 06/24/2009 08:48 AM Pg: 1 of 2

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described in Attachment B to consult the City and complete Form No. DOE.ROW.01 (or successor document), Attachment E, before obtaining a permit.

- a. Where the pavement in the right-of-way is to be considered an engineered barrier, the Owner/Operator agrees to reimburse the City for maintenance activities requested by Owner/Operator. Except for ordinary maintenance performed on City roadways, the City does not agree to maintain the right-of-way, nor does it guarantee that the right-of-way will continue as a roadway or that the right-of-way will always be maintained as an engineered barrier.
  - b. This agreement does not in any way limit the City's authority to construct, reconstruct, repair or maintain and operate a right-of-way upon the property identified in the Highway Authority Agreement 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 the Highway Authority Agreement and to dispose of them as it deems appropriate in accordance with applicable environmental regulations so as to avoid causing a further release of the contaminants and to protect human health and the environment. The Owner/Operator shall reimburse the actual costs incurred by the City or others in so identifying, investigating, removing, storing, handling or disposing of contaminated soil and/or groundwater, and it shall not be a defense for Owner/Operator that those costs were not consistent with or required by Illinois Pollution Control Board or United States Environmental Protection Agency regulations, guidelines or policies. Prior to incurring any such costs, and unless there is an urgent reason otherwise, the City shall first give Owner/Operator thirty days notice and an opportunity to remove or dispose of contaminated soil and/or groundwater, at Owner/Operator's cost, to the extent necessary for the City's work. Such removal and disposal shall be in accordance with all applicable laws and regulations. Failure to give this opportunity to Owner/Operator shall not be a defense to a claim for 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/Operator 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, and the City shall void the Highway Authority Agreement.
2. The Owner/Operator agrees to indemnify and hold harmless the City, its agents and employees, and other entities using the right-of-way by a permit issued by the City, for all obligations asserted against or costs incurred by them associated with the release of contaminants of concern as described in Attachment C.

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3. Violation of the terms of this Agreement by Owner/Operator, or its successor(s) in interest, may be grounds for voidance of this Agreement, and voidance by the City of the Highway Authority Agreement.
4. No violation of a permit by a third party shall constitute a breach of this Agreement by the City. Owner/Operator also agrees that its personnel, if any, at the Site will exercise due diligence in notifying those accessing contaminated soil in the right-of-way of their rights and responsibilities under this Agreement.
5. Should the City breach this Agreement, Owner/Operator's sole remedy is for an action for damages in the Circuit Court of Cook County. Any and all claims for damages against the City, its agents, contractors, employees or its successors in interest or others under permit from the City arising at any time are limited to an aggregate maximum of \$20,000.00. No other breach by the City, its successors in interest or others under permit, of a provision of this Agreement is actionable in either law or equity by Owner/Operator against the City or them and Owner/Operator hereby releases the City, its agents, contractors, employees and its successors in interest, or others under permit from the City for any cause of action 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/Operator may pursue an action under this Agreement against the successors in interest, other than the City, or any of its departments, or State agency, in a court of law.
6. 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/Operator of the Site. The Owner/Operator shall cause copies of this agreement and the executed Highway Authority Agreement to be recorded in the office of the Cook County Recorder of Deeds in the chain of title for the Site within 30 days of execution.
7. 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/Operator. The duly authorized representatives of Owner and Operator have signed this Agreement, and this Agreement is binding upon them, their successors and assigns.
8. Written notice and other communications relating to this agreement directed to the City shall be sent to:

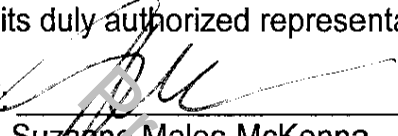
Raul Valdivia, Ph.D.  
Chief Engineer, UST/LUST Section  
Department of Environment  
30 N. LaSalle Street  
25th Floor  
Chicago, IL 60602

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- 9. Written notice and other communications relating to this agreement directed to Owner/Operator shall be sent to:

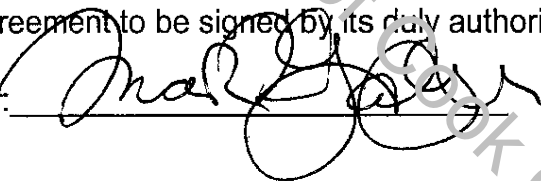
ExxonMobil Oil Corporation  
 Claims and Litigation Area manager  
 3225 Gallows road, Rm. 8B008  
 Fairfax, VA 22037  
 (703) 846-0676

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

BY:   
 Suzanne Malec-McKenna  
 Commissioner  
 Department of Environment

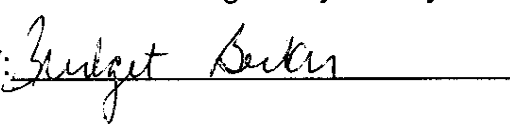
Date: 7/3/08

**IN WITNESS WHEREOF** Owner, ExxonMobil Oil Corporation has caused this Agreement to be signed by its duly authorized representative:

BY: 

Date: May 12, 2008

**IN WITNESS WHEREOF**, Operator, ExxonMobil Oil Corporation has caused this Agreement to be signed by its duly authorized representative:

BY: 

Date: June 9, 2008


Revised October 26, 2006

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**ATTACHMENT A**

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Property of Cook County Clerk's Office

 **COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
MAYWOOD OFFICE**

# UNOFFICIAL COPY

**David D. Orr**

**Clerk of Cook County**

## COUNTY OF COOK MAP DEPARTMENT

Date: 03-10-2008

**THIS CERTIFIES THAT THE PERMANENT REAL ESTATE INDEX NUMBER KNOWN AS:**

**20 - 16 - 202 - 041 - 0000** BEARS THE FOLLOWING LEGAL DESCRIPTION:

LOT 5 IN BOWES RESUBDIVISION OF LOTS 37 THROUGH 41 AND THE SOUTH 16 FEET OF LOT 36,  
ALL IN SOUKEY & GRUS' SUBDIVISION OF LOT 28 OF SCHOOL TRUSTEES' SUBDIVISION OF SECTION  
16 TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.



Fee: \$5.00

*[Handwritten Signature]*

Supervisor of Maps and Plats

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**David D. Orr**

**Clerk of Cook County**

**COUNTY OF COOK MAP DEPARTMENT**

Date: 03-10-2008

**THIS CERTIFIES THAT THE PERMANENT REAL ESTATE INDEX NUMBER KNOWN AS:**

**20 - 16 - 202 - 042 - 0000** BEARS THE FOLLOWING LEGAL DESCRIPTION:

THE WEST 1/2 OF LOT 4 IN BOWES RESUBDIVISION OF LOTS 37 THROUGH 41 AND THE SOUTH 16 FEET OF LOT 36, ALL IN SOUERBRY & GRUS' SUBDIVISION OF LOT 28 OF SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16 TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Fee: \$5.00

*Paul Lyle*  
\_\_\_\_\_  
Supervisor of Maps and Plats

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**David D. Orr**

**Clerk of Cook County**

**COUNTY OF COOK MAP DEPARTMENT**

Date: 03-10-2008

**THIS CERTIFIES THAT THE PERMANENT REAL ESTATE INDEX NUMBER KNOWN AS:**

**20 - 16 - 202 - 043 - 0000** BEARS THE FOLLOWING LEGAL DESCRIPTION:

THE EAST 1/2 OF LOT 4 IN BOWES RESUBDIVISION OF LOTS 37 THROUGH 41 AND THE SOUTH 16 FEET OF LOT 36, ALL IN SOUERBRY & GRUS' SUBDIVISION OF LOT 28 OF SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16 TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Fee: \$5.00

*Red Lye*

Supervisor of Maps and Plats

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

**David D. Orr**

**Clerk of Cook County**

**COUNTY OF COOK MAP DEPARTMENT**

Date: 03-10-2008

**THIS CERTIFIES THAT THE PERMANENT REAL ESTATE INDEX NUMBER KNOWN AS:**

**20 - 16 - 202 - 044 - 0000**

**BEARS THE FOLLOWING LEGAL DESCRIPTION:**

LOT 3 IN BOWES RESUBDIVISION OF LOTS 37 THROUGH 41 AND THE SOUTH 16 FEET OF LOT 36,  
ALL IN SOUERERY & GRUS' SUBDIVISION OF LOT 28 OF SCHOOL TRUSTEES' SUBDIVISION OF SECTION  
16 TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.



Fee: \$5.00

*Robert L. ...*  
Supervisor of Maps and Plats

Property of Cook County Clerk's Office

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**David D. Orr**

**Clerk of Cook County**

**COUNTY OF COOK MAP DEPARTMENT**

Date: 03-10-2008

**THIS CERTIFIES THAT THE PERMANENT REAL ESTATE INDEX NUMBER KNOWN AS:**

**20 - 16 - 202 - 045 - 0000** BEARS THE FOLLOWING LEGAL DESCRIPTION:

LOTS 1 AND 2 IN BOWES RESUBDIVISION OF LOTS 37 THROUGH 41 AND THE SOUTH 16 FEET OF LOT 36, ALL IN SQUERBRY & GRUS' SUBDIVISION OF LOT 28 OF SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16 TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Fee: \$5.00

A handwritten signature in black ink, appearing to read "Robert Lee", is written over a horizontal line.

Supervisor of Maps and Plats

Property of Cook County Clerk's Office

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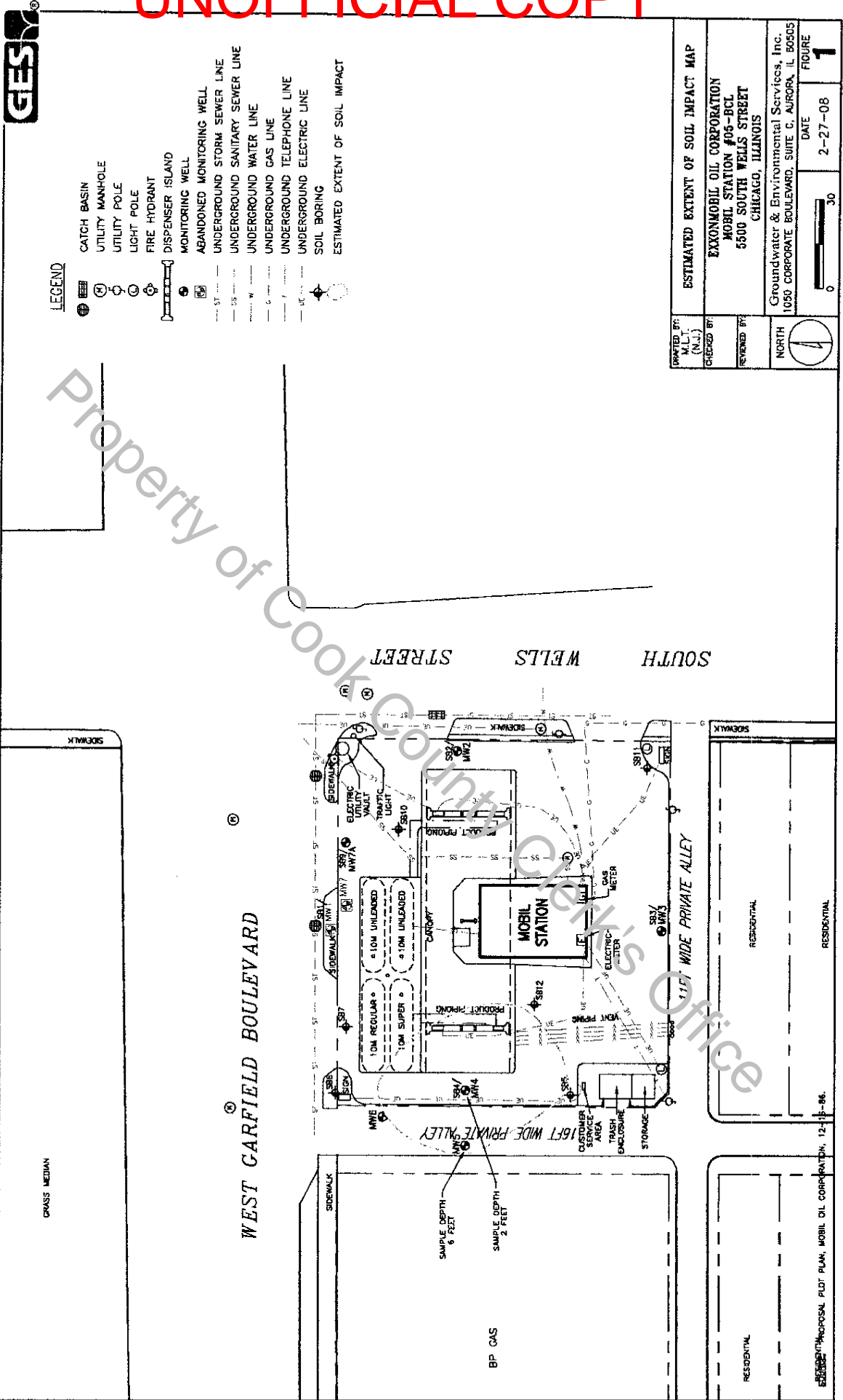
**ATTACHMENT B**

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Property of Cook County Clerk's Office

COOK COUNTY  
RECORDERY  
EUGENE "GENE" MOORE  
MAXWELL OFFICE  
EST. 1831

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GRASS MEDIAN  
SIDEWALK

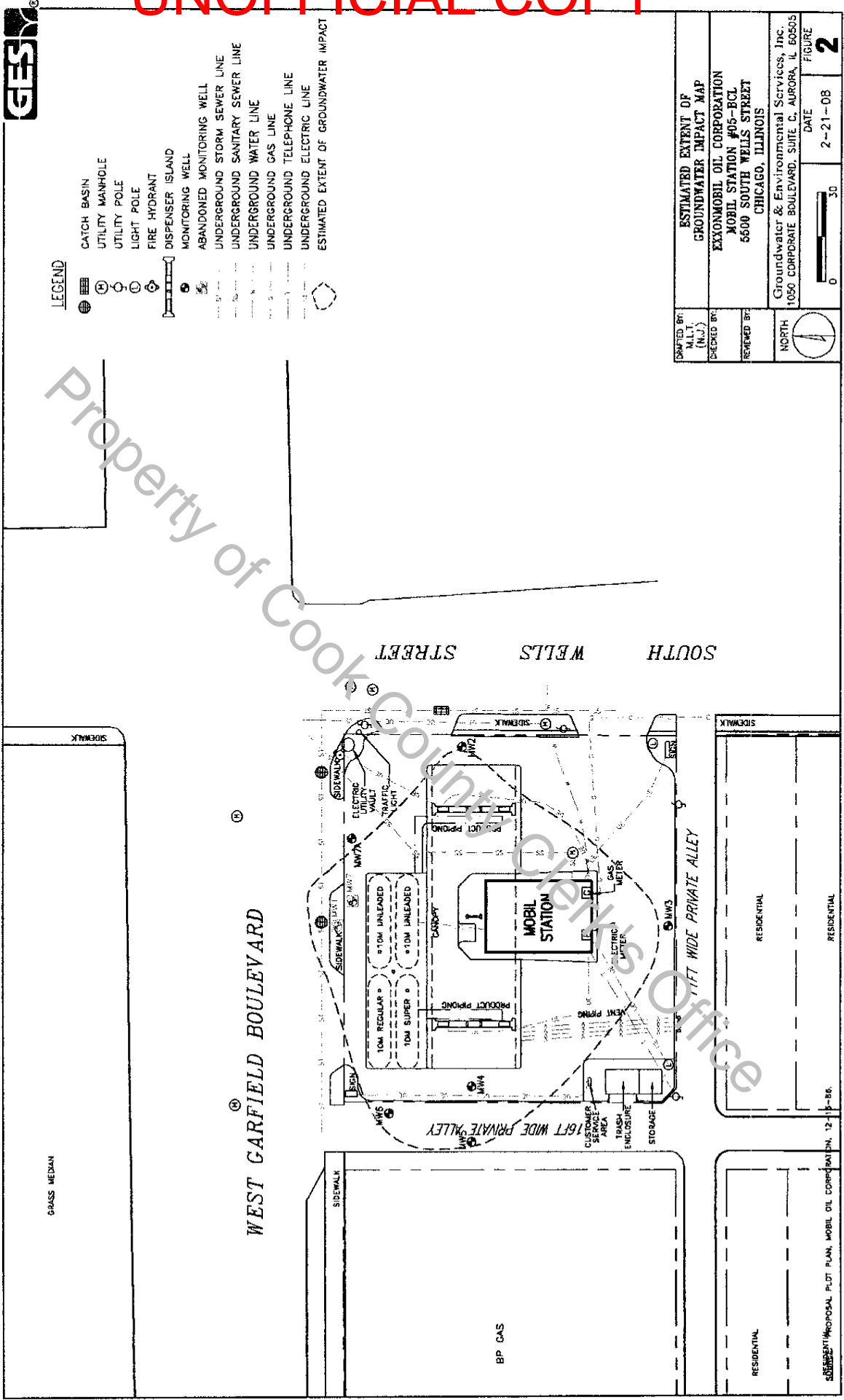
**LEGEND**

- CATCH BASIN
- UTILITY MANHOLE
- LIGHT POLE
- FIRE HYDRANT
- DISPENSER ISLAND
- MONITORING WELL
- ABANDONED MONITORING WELL
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- UNDERGROUND TELEPHONE LINE
- SOIL BORING
- ESTIMATED EXTENT OF SOIL IMPACT

DRAWN BY: N.L.T. (N.J.)	ESTIMATED EXTENT OF SOIL IMPACT MAP	
CHECKED BY:	EXXONMOBIL OIL CORPORATION MOBIL STATION #06-BCL 5500 SOUTH WELLS STREET CHICAGO, ILLINOIS	
REVIEWED BY:	DATE: 2-27-08	FIGURE: 1
NORTH	Groundwater & Environmental Services, Inc. 1050 CORPORATE BOULEVARD, SUITE C, AURORA, IL 60505	

M:\envelop\1400 Chicago\envelope\28120010305-BCL Chicago\SB1.dwg, Chicago S&A.dwg, 4/19/06

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LEGEND

- CATCH BASIN
- UTILITY MANHOLE
- UTILITY POLE
- LIGHT POLE
- FIRE HYDRANT
- DISPENSER ISLAND
- MONITORING WELL
- ABANDONED MONITORING WELL
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND ELECTRIC LINE
- ESTIMATED EXTENT OF GROUNDWATER IMPACT

DRAFTED BY: M.L.T. (N.J.)	ESTIMATED EXTENT OF GROUNDWATER IMPACT MAP
CHECKED BY:	EXXONMOBIL OIL CORPORATION MOBIL STATION #45-BCL 5600 SOUTH WELLS STREET CHICAGO, ILLINOIS
REVIEWED BY:	Groundwater & Environmental Services, Inc. 1050 CORPORATE BOULEVARD, SUITE C, AURORA, IL 60505
NORTH	DATE: 2-21-08
	FIGURE: 2

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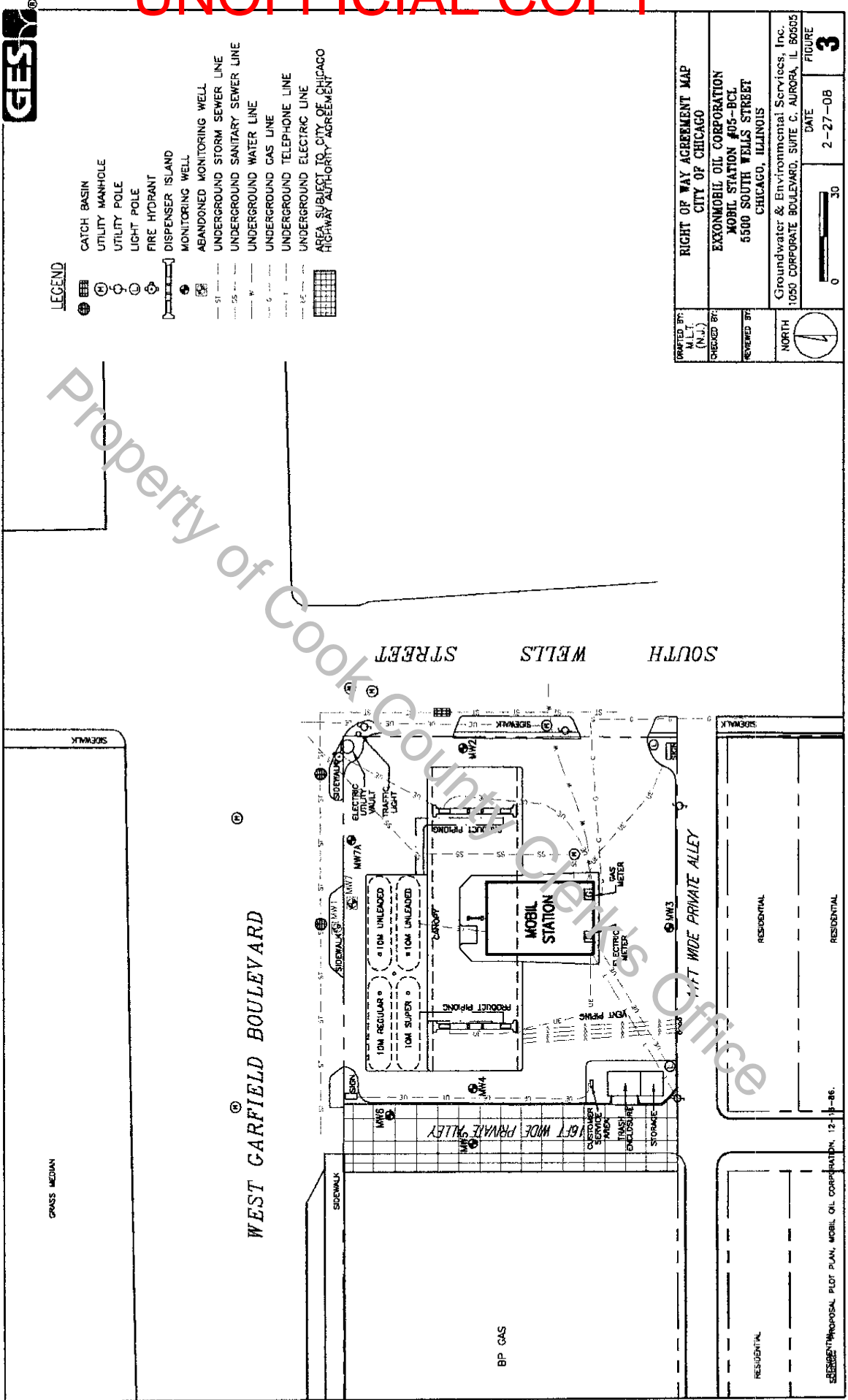
RESIDENTIAL PROPOSAL, PLOT PLAN, MOBIL OIL CORPORATION, 12-15-06

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### LEGEND

- CATCH BASIN
- UTILITY MANHOLE
- LIGHT POLE
- FIRE HYDRANT
- DISPENSER ISLAND
- MONITORING WELL
- ABANDONED MONITORING WELL
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- UNDERGROUND TELEPHONE LINE
- AREA SUBJECT TO CITY OF CHICAGO HIGHWAY AUTHORITY AGREEMENT



DRAFTED BY: M.L.T. (N.J.)	RIGHT OF WAY AGREEMENT MAP CITY OF CHICAGO	
CHECKED BY:	EXXONMOBIL OIL CORPORATION MOBIL STATION 405-RCL 5500 SOUTH WELLS STREET CHICAGO, ILLINOIS	
REVIEWED BY:	Groundwater & Environmental Services, Inc. 1050 CORPORATE BOULEVARD, SUITE C, AURORA, IL 60505	
NORTH 	DATE 2-27-08	FIGURE 3

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**ATTACHMENT C**

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Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
MAYWOOD OFFICE

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Table 1

## SOIL ANALYTICAL DATA - BTEX/MTBE

Mobil Station #05-BCL  
5500 South Wells Street  
Chicago, IL

Tier 1 - Soil Cleanup Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (mg/kg)	MTBE (mg/kg)
Csat			870	650	400	320	8,800
Ingestion: Residential			12	16,000	7,800	16,000	780
Commercial			100	410,000	200,000	410,000	20,000
Construction Worker			2,300	410,000	20,000	41,000	2,000
Inhalation: Residential			0.8	650	400	320	8,800
Commercial			1.6	650	400	320	8,800
Construction Worker			2.2	42	58	5.6	140
Soil Component: Class I			0.03	12	13	150	0.32
Class II			0.170	29	19	150	0.32
Soil Sample Location	Date	Depth (ft bgs)	Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (mg/kg)	MTBE (mg/kg)
SB1/MW1	10/15/03	5-7	0.0045	0.0068	0.0018	0.0065	<0.006
SB2/MW2	10/15/03	5-7	0.0033	0.0063	0.0014	0.0034	<0.005
SB3/MW3	10/15/03	3-5	0.0065	0.0083	0.0019	0.0043	<0.006
SB4/MW4	10/15/03	1-3	<b>0.0627</b>	0.0177	5.7	0.048	0.006
	10/15/03	5-7	0.0119	0.0145	0.049	0.0568	<0.005
SB5	10/15/03	5-7	0.0039	0.0085	0.0046	0.0056	<0.005
SB6	10/15/03	3-5	0.0057	0.0119	0.0045	0.0089	<0.008
SB7	11/13/06	6	0.0114	0.00196	0.00222	0.00135	<0.00524
MW5	11/13/06	4	0.0104	0.0282	0.041	1.87	<0.00564
	11/13/06	6	<b>0.666</b>	0.0697	15.5	<b>23.2</b>	<0.00506
MW6	11/13/06	4	0.00466	0.00354	0.00319	0.00214	<0.00746
	11/13/06	6	0.00435	0.00331	0.00341	0.00449	<0.00484
MW7	11/13/06	6	0.0114	0.00196	0.00222	0.00135	<0.00524
SB9/MW7A	11/13/06	3	0.00646	0.00893	0.00290	0.00291	<0.00500
	11/13/06	6	0.00502	0.00861	0.00264	0.00306	<0.00427
SB10	11/13/06	3	0.00550	0.00191	0.00243	0.00127	<0.00465
	11/13/06	6	0.00320	0.00171	0.00145	0.000986	<0.00476
SB11	11/13/06	3	0.00405	0.00177	0.01450	0.00118	<0.00529
	11/13/06	6	0.00355	0.00286	0.00195	0.00134	<0.00500
SB12	11/13/06	3	0.0138	<0.000940	0.00115	0.00120	<0.00470
	11/13/06	6	0.00397	0.01730	0.00166	0.00107	<0.00523

ft. bgs = feet below grade surface

&lt;0.006 = concentration less than laboratory reporting limits

mg/kg = milligrams per kilogram

**Bold** = concentration above the Tier 1 Soil Cleanup Objectives for Class I Groundwater

All soil samples were analyzed for benzene, toluene, ethylbenzene, total xylenes and methyl-tert-butyl-ether using EPA methods 5035/8021B



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Table 2

## GROUNDWATER ELEVATIONS AND ANALYTICAL DATA - BTEX/MTBE

Mobil Station #05-BCL  
5500 South Wells Street  
Chicago, IL

Tier 1 - Groundwater Cleanup Objectives						Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Xylenes (mg/L)	MTBE (mg/L)
Class I groundwater						0.005	1.0	0.7	10	0.07
Class II groundwater						0.025	2.5	1.0	10	0.07
Well ID	Date	Casing Elevation	Depth to Water	Depth to Product	Water Elevation (ft bgs)	Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Xylenes (mg/L)	MTBE (mg/L)
MW1	10/16/03	97.11	7.31	--	89.80	0.0119	<0.001	<0.001	<0.001	0.0054
	10/14/05	97.11	7.72	--	89.39	0.0447	<0.001	<0.001	0.00114	0.016
Monitoring well was destroyed during road construction.										
MW2	10/16/03	96.77	7.51	--	89.26	<0.001	<0.001	<0.001	<0.001	0.0228
	10/14/05	96.77	7.90	--	88.87	<0.001	<0.001	<0.001	<0.001	0.0338
	11/15/06	96.77	7.56	--	89.11	<0.00100	<0.00100	<0.00100	<0.00100	0.0116
	04/04/07	96.77	7.32	--	89.45	NS	NS	NS	NS	NS
MW3	10/16/03	98.76	8.15	--	90.61	<0.001	<0.001	<0.001	<0.001	<0.001
	10/14/05	98.76	8.50	--	90.26	<0.001	<0.001	<0.001	0.00288	<0.001
	11/15/06	98.76	8.27	--	90.49	<0.00100	<0.00100	<0.00100	<0.00100	<0.00100
	04/04/07	98.76	6.89	--	91.87	NS	NS	NS	NS	NS
MW4	10/16/03	97.97	7.35	--	90.62	0.0116	0.0728	0.401	0.874	0.0048
	10/14/05	97.97	8.17	7.70	89.80	NS	NS	NS	NS	NS
	11/15/06	97.97	7.50	7.43	90.47	NS	NS	NS	NS	NS
	04/04/07	97.97	6.73	--	91.24	0.0291	0.0194	0.517	1.86	0.00993
MW5	11/15/06	98.23	7.11	--	91.12	0.0334	0.00398	0.718	1.310	0.0106
	04/04/07	98.23	6.38	--	91.85	0.159	0.00891	1.09	1.940	0.0615
MW6	11/15/06	98.39	7.14	--	91.25	0.0319	0.00715	<0.00100	0.00442	0.0331
	04/04/07	98.39	6.28	--	92.11	0.0135	<0.00100	0.00753	0.00329	0.0155
MW7A	11/15/06	98.27	7.47	--	90.80	0.00199	<0.00100	<0.00100	<0.00100	0.00337
	04/04/07	98.27	6.98	--	91.29	NS	NS	NS	NS	NS

ft. bgs = feet below grade surface

&lt;0.001 = concentration less than laboratory reporting limits

mg/L = milligrams per liter

**Bold** = concentration above the Tier 1 Soil Cleanup Objectives for Class I Groundwater

All groundwater samples were analyzed for benzene, toluene, ethylbenzene, total xylenes and methyl-tert-butyl-ether using EPA methods 8021

NS = Not sampled

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**ATTACHMENT D**

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Property of Cook County Clerk's Office

COOK COUNTY  
RECORDS  
ELECTRONIC RECORDS  
MANAGEMENT OFFICE  
300 N. LAUREL ST.  
CHICAGO, IL 60601

# UNOFFICIAL COPY

## HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this 3<sup>rd</sup> day of July, 2008 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) ExxonMobil Oil Corporation ("Owner/Operator") and (2) City of Chicago Department of the Environment ("Highway Authority"), collectively known as the "Parties."

**WHEREAS**, ExxonMobil Oil Corporation is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 5500 South Wells Street ("the Site");

**WHEREAS**, as a result of one or more releases of contaminants at the above referenced Site ("the Release(s)"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

**WHEREAS**, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

**WHEREAS**, the Owner/Operator or Property Owner is conducting corrective action in response to the Release(s).

**WHEREAS**, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

**NOW, THEREFORE**, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number(s) 20031600 to the Release(s).
3. Attached as Exhibit A is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
4. Attached as Exhibit B is a table(s) prepared by ExxonMobil Oil Corporation that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective, and its concentrations within the zone where Tier 1 residential

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remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.

5. Attached as Exhibit C is a scaled map prepared by ExxonMobil Oil Corporation showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way and make all existing permits for work in the Right-of-Way subject to the following or a substantially similar condition:  
  
As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.
9. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).
10. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original

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party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

11. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement or until the agreement is otherwise terminated or voided.
12. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
13. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
14. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
15. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management  
Bureau of Land  
Illinois Environmental Protection Agency  
P.O. Box 19276  
Springfield, IL 62974-9276

ExxonMobil Oil Corporation  
Claims and Litigation Area Manager  
3225 Gallows Road, Rm. 8B008  
Fairfax, VA 22037  
(703) 846-0676

Raul Valdivia, Ph.D.  
Chief Engineer, Storage Tank Section  
30 North LaSalle Street, Suite 2500  
Chicago, Illinois 60602

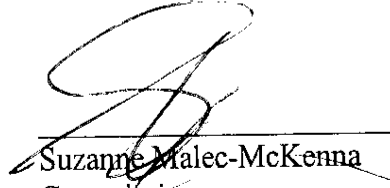
**IN WITNESS WHEREOF**, the Parties have caused this agreement to be signed by their duly authorized representatives.

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CITY OF CHICAGO

Date: \_\_\_\_\_

*7/2/08*



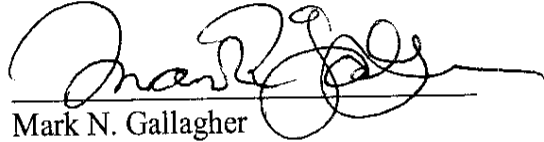
Suzanne Malec-McKenna  
Commissioner  
Department of Environment

EXXONMOBIL OIL CORPORATION

Date: \_\_\_\_\_

*May 12, 2008*

By: \_\_\_\_\_



Mark N. Gallagher

Its: \_\_\_\_\_

*Agent & Director in Field*  
Area Manager

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