

UNOFFICIAL COPY



PREPARED BY:

Name: Mr. John Robbins
Shell Oil Products US

Address: 7101 S. Ashland Avenue
Chicago, IL 60636

Doc#: 0933818074 Fee: \$96.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/04/2009 03:44 PM Pg: 1 of 31

RETURN TO:

Name: Mr. John Robbins
Shell Oil Products US

Address: 603 Diehl Road, Suite 103
Naperville, IL 60563

(THE ABOVE SPACE FOR RECORDER'S OFFICE)

CITY OF CHICAGO HIGHWAY AUTHORITY AGREEMENT

The Owner/Operator must record the Highway Authority Agreement with the Cook County Recorder of Deeds. Within thirty (30) days of this recording, the Owner/Operator must provide the Department of Environment a copy of the Agreement that has been stamped to indicate that it has been recorded.

Illinois EPA Number: 0316015044
LUST Incident No.: 20031623

Shell Oil Products US, the owner and/or operator of the leaking underground storage tank system(s) associated with the above referenced incident, whose address is 603 Diehl Road, Suite 103, Naperville, IL, has executed a Highway Authority Agreement with the City of Chicago, as depicted on the attached Site Base Map:

1. Legal Description or Reference to a Plat Showing the Boundaries: See attached legal description.
2. Common Address: 7101 S. Ashland Avenue, Chicago, Illinois
3. Real Estate Tax Index/Parcel Index Number: 20-29-100-025-0000 and 20-29-100-026-0000
4. Site Owner: Haroon Petro, Inc., Mohammed Haroon

UNOFFICIAL COPY

City of Chicago
Richard M. Daley, Mayor

Department of Environment

Suzanne Malec-McKenna
Commissioner

Twenty fifth Floor
30 North LaSalle Street
Chicago, Illinois 60602-2575
(312) 744-7606 (Voice)
(312) 744-6451 (FAX)
(312) 744-3586 (TTY)

<http://www.cityofchicago.org>

March 10, 2009

John Robbins
Senior Environmental Engineer
HSE/Science and Engineering
Shell Oil Products US
603 Dichl Road, Suite 103
Naperville, Illinois 60563

RECEIVED APR 20 2009

Subject: Executed Highway Authority Agreement
Former Shell Service Station # 136909
7101 S. Ashland Avenue
Chicago, Illinois
LUST Incident # 20031623

Dear Mr. Robbins:

Accompanying this letter you will find the subject Highway Authority Agreement. Please forward a copy of the No Further Action Letter issued by the Illinois Environmental Protection Agency for the site to my attention upon receipt.

The Owner/Operator must record the Highway Authority Agreement with the Cook County Recorder of Deeds. Within thirty (30) days of this recording, the Owner/Operator must provide the Department of Environment a copy of the Agreement that has been stamped to indicate that it has been recorded. This should be sent to my attention.

If you have any questions, please call me at (312) 744-7162.

Sincerely,

Raul Valdivia, Ph. D.
Chief Engineer, Storage Tank Section

cc: Suzanne Malec-McKenna, Kevin Schnoes, DOE
Victor Moreno, Michael Simon, Mark Delin - CDOT
Basil Rhymes - Sewers

RV/P&E/rv

cc: ORS 4/20/09



UNOFFICIAL COPY

Site PIN: 20-29-100-025-0000, 20-29-100-026-0000

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

This Agreement is entered into this 18th day of March, 2009 pursuant to the Municipal Code of the City of Chicago Section 2-30-030 ("Code") by and among Shell Oil Products US (Shell) ("Owner") and Shell ("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 7101 South Ashland Avenue, Chicago, IL ("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 described in Attachment B to consult the City and complete Form No.

UNOFFICIAL COPY

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.

UNOFFICIAL COPY

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

UNOFFICIAL COPY

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

John Robbins
 Shell Oil Products US
 603 Diehl Road Suite 103
 Naperville, Illinois 60563

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

BY: [Signature] Date: 3/10/09
 Suzanne Malec-McKenna
 Commissioner
 Department of Environment

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

BY: [Signature] Date: 2/24/09

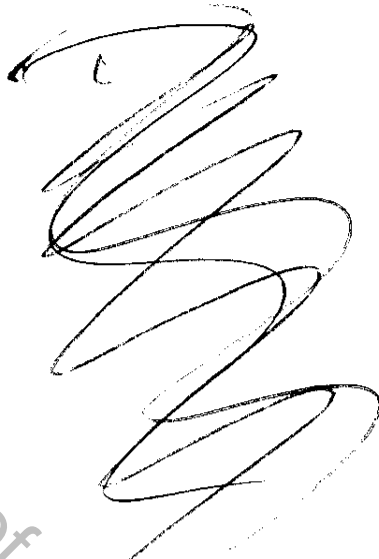
IN WITNESS WHEREOF, Operator, Shell has caused this Agreement to be signed by its duly authorized representative:

BY: [Signature] Date: 2/24/09

Revised October 26, 2006

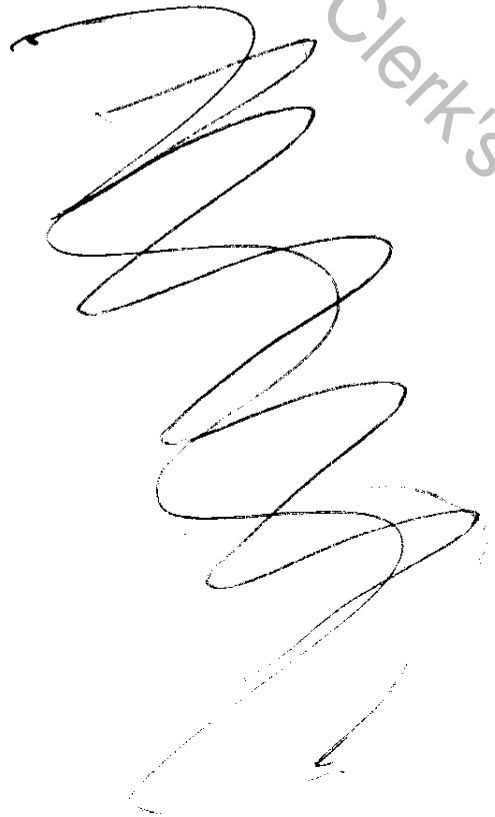
UNOFFICIAL COPY

Site PIN: 20-29-100-025-0000, 20-29-100-026-0000

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and curves.

ATTACHMENT A

LEGAL DESCRIPTION

A second large, stylized handwritten signature in black ink, similar in style to the one above, with multiple overlapping loops.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"
COOK COUNTY, ILLINOISTract 34, - 7101 S Ashland/71st, Chicago, COOK, WIC 212-1544-0104

Tax Parcel # 20-29-100-025

20-29-100-026

PARCEL 1:

LOTS 10 and 11 in Block 4 in Dewey and Casteters Subdivision of Blocks 1, 2, 3 and 4 in Jones Subdivision of the West 1/2 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

PARCEL 2:

Lots 44, 45, 46 and 47 in Resubdivision of Lots 1, 2 and 4 to 30 inclusive in Block 1, Lots 1 to 30 inclusive in Block 2; Lots 1 to 30 inclusive in Block 3; Lots 1 to 9 and 12 to 29 all inclusive in Block 4, Lots 1 to 5 and 8 to 29 all inclusive in Block 5; Lots 1 to 30 inclusive in Block 6; Lots 1 to 30 inclusive in Block 7 and Lots 1, 2 and 6 to 30 inclusive in Block 8 all in Dewey and Casteters Subdivision of Blocks 1, 2, 3 and 4 in Jones Subdivision in the West 1/2 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

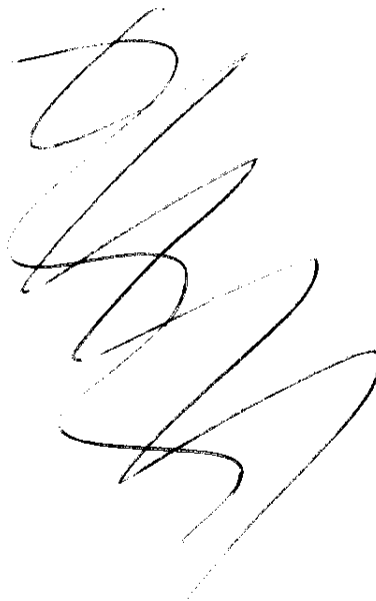
together with all rights, privileges and appurtenances thereunto belonging, all buildings and improvements thereon, and all right, title and interest of Grantor (if any) in and to the alleys, streets, and roads adjacent thereto;

085993320

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Site PIN: 20-29-100-025-0000, 20-29-100-026-0000

A handwritten signature in black ink, consisting of several large, stylized loops and flourishes.

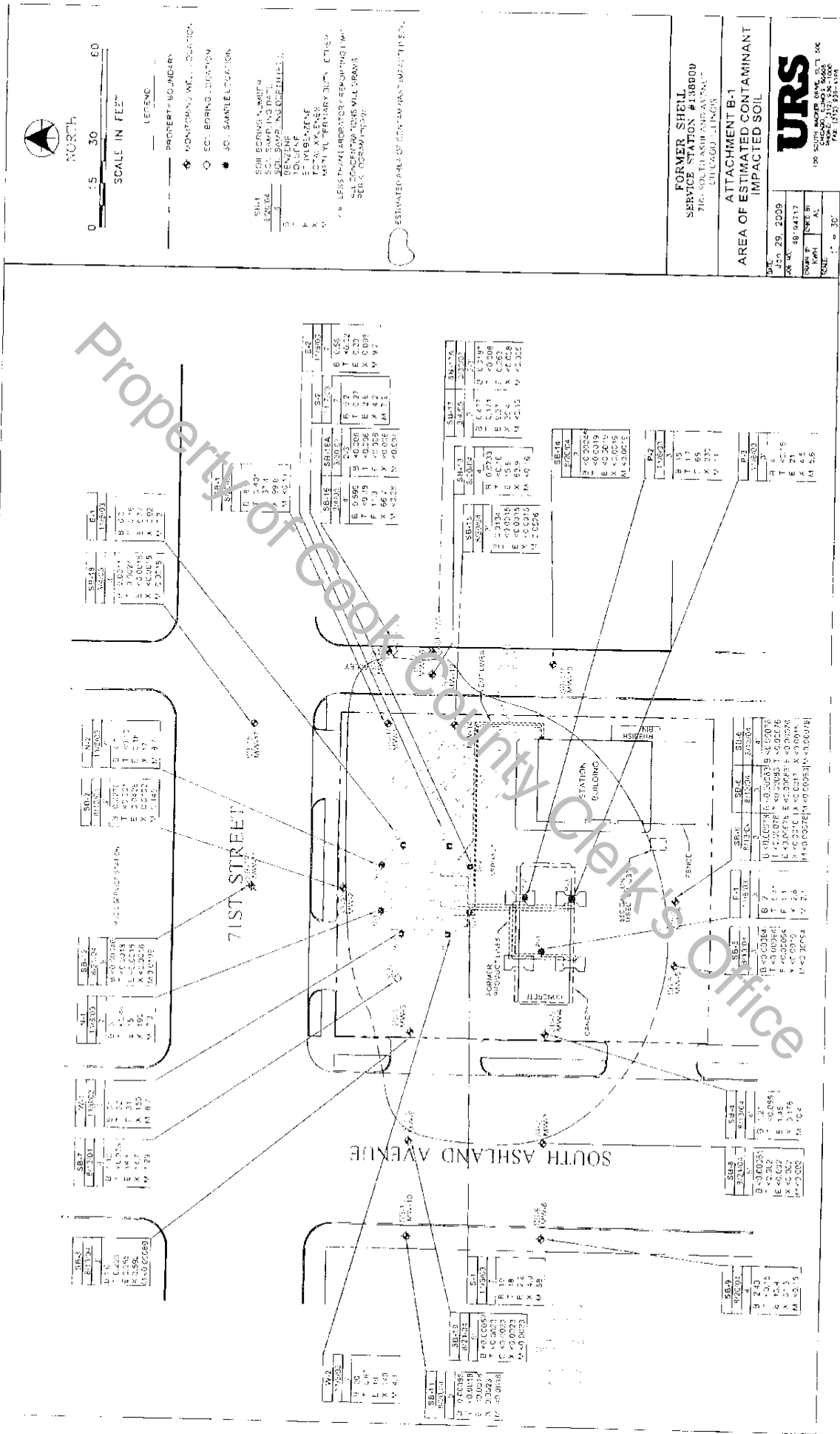
Property of Cook County Clerk's Office

ATTACHMENT B

FIGURES

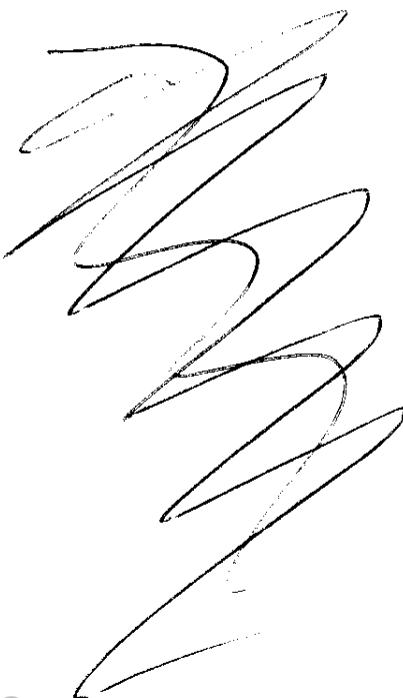
A second handwritten signature in black ink, similar in style to the first, with large, sweeping strokes.

UNOFFICIAL COPY



UNOFFICIAL COPY

Site PIN: 20-29-100-025-0000, 20-29-100-026-0000

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and flourishes.

ATTACHMENT C

TABLES

A second large, stylized handwritten signature in black ink, similar in style to the one above, with multiple overlapping loops.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Table 1
Soil Analytical Results
Former Shell Service Station # 136909
7101 S. Ashland Avenue
Chicago, Illinois

Boring #	Date	Depth (Feet)	Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (mg/kg)	MTBE (mg/kg)
Tier 1 SRO - Migration to Class I Groundwater			0.03	12	13	150	0.32
Tier 1 SRO - Migration to Class II Groundwater			0.17	29	19	150	0.32
Tier 1 SRO - Residential Inhalation			0.8	650	400	320	8,800
Tier 1 SRO - Residential Ingestion			12	16,000	7,800	160,000	780
W-1	11/6/2003	7	31	22	31	150	8.7
W-2	11/6/2003	7	20	0.67	18	140	4.1
N-1	11/6/2003	7	3	<0.44	15	190	7.3
N-2	11/6/2003	7	4.7	<0.13	0.18	17	8.7
P-3	11/6/2003	3	4	<0.15	21	4.5	5.8
E-1	11/6/2003	3	6.3	0.16	0.77	0.92	7.2
P-1	11/6/2003	3	2	0.41	1.1	2.8	2.1
P-2	11/6/2003	3	15	1.7	65	330	11
S-1	11/6/2003	7	1.1	18	2.2	4.9	5.8
S-2	11/7/2003	7	5.2	0.27	2.8	4.2	7.2
E-2	11/7/2003	7	0.58	<0.02	0.23	0.098	9.2
SB-1	8/20/2004	4	8.5	0.401	37.4	99.8	<0.11
SB-2	8/13/2004	3	0.0278	<0.001	0.0428	0.0102	0.145
SB-3	8/13/2004	3	1.6	0.216	0.355	0.592	<0.00089
SB-4	8/13/2004	4	1.21	<0.065	1.45	0.178	10.4
SB-5	8/13/2004	3	<0.00094	<0.00094	<0.00094	<0.0019	<0.00094
SB-6	8/13/2004	2	<0.00078	<0.00078	<0.00078	<0.0016	<0.00078
SB-6	8/13/2004	3	<0.00083	<0.00083	<0.00083	<0.0017	<0.00083
SB-6	8/13/2004	4	<0.00076	<0.00076	<0.00076	<0.0015	<0.00076
SB-7	8/13/2004	4	1.12	<0.078	18.5	14.7	1.29
SB-8	8/21/2004	5	<0.00051	<0.002	<0.002	<0.002	<0.002
SB-9	8/20/2004	4	2.43	<0.15	13.4	31.3	<0.15
SB-10	8/21/2004	5	<0.00057	<0.0023	<0.0023	<0.0023	<0.0023
SB-11	8/20/2004	5	0.00088	<0.0018	<0.0018	0.0023	<0.0018
SB-12	8/21/2004	9	<0.00046	<0.0018	<0.0018	<0.0018	0.0129
SB-13	8/20/2004	4	0.0733	<0.16	15.8	63.9	<0.16
SB-14	8/20/2004	2	<0.00046	<0.0019	<0.0019	<0.0019	<0.0019
SB-15	8/20/2004	3	0.0134	<0.0015	<0.0015	<0.0015	0.0526
SB-16 *	3/4/2005	4	0.599	<0.38	11.3	66.2	<0.38
SB-17 *	3/4/2005	2	0.477	0.171	9.37	30.4	<0.13
SB-18	3/4/2005	4	0.0011	0.0027	<0.0015	<0.0015	0.0018
SB-16A	3/30/2007	2-3	<0.00654	<0.00654	<0.00654	<0.00654	<0.00458
SB-17A	3/30/2007	2-3	0.0187	<0.008	0.263	<0.008	<0.00561

Notes:
 mg/kg - milligrams per kilogram (parts per million)
 SRO = soil remediation objective
 Bold = Analytical result is above the Tier 1 SRO for Class I groundwater
 <0.002 = Not detected above laboratory limits.
 MTBE = Methyl tertiary-butyl ether
 Shaded Samples = Soil sample was collected below the water table based on the historical depth to water measurements presented on Table 2
 * = Soil boring location was resampled on March 30, 2007

UNOFFICIAL COPY

TABLE 2
Groundwater Elevations and Analytical Results

Former Shell Service Station # 136909
7101 S. Ashland Ave
Chicago, IL

IEMA #20031623

Tier 1 Exposure Routes & Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	MTBE (ug/L)
Class I Groundwater					5	1000.0	700	10,000	70
Class II Groundwater					25	2500.0	1,000	10,000	70
Sample Location	Sample Date	Referenced Elevation	Depth to Groundwater	Groundwater Elevation					
MW-1	9/13/04	97.40	9.85	87.55	879	29.8	73.7	166	392
	3/24/05	97.40	3.43	93.97	183	<1	10.8	8.4	183
	6/14/05	97.40	3.23	94.17	1030	<1	190	13.2	394
	9/23/05	97.40	0.92	96.48	14.8	<1	<1	<1	230
	9/28/06	97.40	1.42	95.98	1.46	<1	<1	<2	117
	7/12/07	97.40	2.13	95.27	<1	<1	<1	<3	459
	1/17/08	97.40	3.20	94.20	3.73	1.02	<1	<3	145
MW-2	9/13/04	97.25	2.14	95.11	<0.5	<1	<1	2.7	10.5
	3/24/05	97.25	4.27	92.98	<0.5	<1	<1	<1	129
	6/14/05	97.25	4.73	92.52	<0.5	<1	<1	<1	54.2
	9/23/05	97.25	3.67	93.58	<0.5	<1	<1	<1	23.4
	9/28/06	97.25	2.47	94.78	<1	<1	<1	<2	16.6
	7/12/07	97.25	3.11	94.14	<1	<1	<1	<3	16.1
	1/17/08	97.25	2.94	94.31	<1	<1	<1	<3	11.2
MW-3	9/13/04	97.27	2.30	94.97	0.7	<1	<1	<1	21.8
	3/24/05	97.27	6.15	91.12	5.2	<1	<1	<1	481
	6/14/05	97.27	5.61	90.66	1.2	<1	<1	<1	387
	9/23/05	97.27	0.58	96.72	0.91	<1	<1	<1	162
	9/28/06	97.27	4.20	93.07	<1	<1	<1	<2	33.3
	7/12/07	97.27	2.77	95.60	2.76	<1	<1	<3	7.39
	1/17/08	97.27	2.64	94.63	9.42	<1	<1	<3	39.3
MW-4	9/13/04	96.94	11.04	85.90	88.4	<1	1.2	1.8	67200
	3/24/05	96.94	3.58	93.36	<100	<200	<200	<200	41500
	6/14/05	96.94	NA	NA					
	9/23/05	96.94	2.92	94.02	<130	<250	CAR ON WELL		
	9/28/06	96.94	2.54	94.40	<1	<1	<1	<2	74200
	7/12/07	96.94	2.33	94.61	<1	<1	<1	<2	28100
	1/17/08	96.94	2.81	94.15	<1	<1	<1	<3	15400
MW-5	9/13/04	100.32	10.16	90.16	<0.5	<1	<1	<1	<1
	3/24/05	100.32	4.75	95.57	<0.5	<1	<1	<1	<1
	6/14/05	100.32	5.25	95.07	<0.5	<1	<1	<1	<1
	9/23/05	100.32	6.08	94.24	<0.5	<1	<1	<1	<1
	9/28/06	100.32	5.03	95.29	<1	<1	<1	<2	<1
	7/12/07	100.32	5.95	94.37	<1	1.69	<1	<3	<1
	1/17/08	100.32	3.92	96.40	<1	<1	<1	<3	<1
MW-6	9/13/04	98.50	1.26	97.24	<0.5	<1	<1	<1	<1
	3/24/05	98.50	5.38	93.14	<0.5	<1	<1	<1	<1
	6/14/05	98.50	10.30	88.20	<0.5	<1	<1	<1	<1
	9/23/05	98.50	8.54	89.96	<0.5	<1	<1	<1	<1
	9/28/06	98.50	NS	NS					
	7/12/07	98.50	5.52	92.98	<1	1.2	<1	<3	<1
	1/17/08	98.50	4.77	93.73	<1	<1	<1	<3	<1
MW-7	9/13/04	97.73	4.24	93.49	<0.5	<1	<1	<1	1.9
	3/24/05	97.73	5.80	91.93	<0.5	<1	<1	<1	2.6
	6/14/05	97.73	9.45	88.28	<0.5	<1	<1	<1	2.6
	9/23/05	97.73	10.42	87.31	<0.5	<1	<1	<1	4.7
	9/28/06	97.73	NS	NS					
MW-8	9/13/04	97.32	2.76	94.56	2820	18.3	810	312	561
	3/24/05	97.32	2.80	94.52	500	<10	201	38.1	207
	6/14/05	97.32	3.05	94.27	2260	4	471	152	314
	9/23/05	97.32	3.02	94.30	1590	<10	313	54.2	315
	9/28/06	97.32	2.78	94.56	1130	3	43.9	29.2	388
	1/17/08	97.32	NS	NS					
MW-9	9/13/04	97.94	2.11	95.83	<0.5	<1	<1	2.3	254
	3/24/05	97.94	9.55	88.39	<0.5	<1	<1	<1	79.8
	6/14/05	97.94	7.89	90.05	<0.5	<1	<1	<1	115
	9/23/05	97.94	10.69	87.25	<0.5	<1	<1	<1	213
	9/28/06	97.94	NS	NS					

PROPERTY OF Cook County Clerk's Office

UNOFFICIAL COPY

TABLE 2
Groundwater Elevations and Analytical Results

Former Shell Service Station # 136909
7101 S. Ashland Ave.
Chicago, IL

IF-MA #20031623

Tier 1 Exposure Routes & Groundwater Remediation Objectives				Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	MTBE (ug/L)	
Class I Groundwater				5	1000.0	700	10,000	70	
Class II Groundwater				25	2500.0	1,000	10,000	70	
MW-10	9/13/04	97.36	9.37	87.99	<0.5	<1	<1	<1	4.9
	3/24/05	97.36	2.82	94.54	<0.5	<1	<1	<1	3.8
	6/14/05	97.36	4.82	92.54	2.6	<1	<1	<1	2.9
	9/23/05	97.36	4.90	92.46	1.6	<1	<1	<1	4.2
	9/28/06	97.36	5.14	92.22	<1	<1	<1	<2	4.67
	7/12/07	97.36	4.90	92.46	1	<1	<1	<3	2.83
	1/17/08	97.36	4.84	92.52	<1	<1	<1	<3	<1
MW-11	9/13/04	98.65	11.23	87.42	<0.5	<1	<1	<1	<1
	3/24/05	98.65	6.48	92.17	<0.5	<1	<1	<1	<1
	6/14/05	98.65	7.38	91.27	<0.5	<1	<1	<1	1.8
	9/23/05	98.65	8.07	90.58	<0.5	<1	<1	<1	1.4
	9/28/06	98.65	NS	NS					
MW-12	9/13/04	98.48	9.00	89.48	358	4.1	1270	2000	8.8
	3/24/05	98.48	3.35	95.13	20.4	<1	8.5	13.6	<1
	6/14/05	98.48	4.02	94.46	27.2	<1	31.5	10.5	<1
	9/23/05	98.48	3.53	94.95	19.8	<1	8.8	<1	5.1
	9/28/06	98.4	3.41	95.07	7.78	<1	12.8	5.92	3.08
	7/12/07	98.43	3.49	94.99	7.34	<1	7.42	<3	<1
	1/17/08	98.43	2.4	95.00	3.57	<1	3.18	9.13	<1
MW-13	9/13/04	98.00	6.53	91.47	<0.5	<1	<1	<1	2.3
	3/24/05	98.00	3.75	94.22	<0.5	<1	<1	<1	<1
	6/14/05	98.00	5.06	92.92	<0.5	<1	<1	<1	<1
	9/23/05	98.00	5.02	92.98	<0.5	<1	<1	<1	<1
	9/28/06	98.00	4.92	93.08	<1	<1	<1	<2	<1
	7/12/07	98.00	5.17	92.83	<1	<1	<1	<3	<1
	1/17/08	98.00	4.70	93.30	<1	<1	<1	<3	<1
MW-14	9/13/04	98.42	2.28	96.1	<0.5	<1	<1	<1	30.1
	3/24/05	98.42	3.55	94.87	<0.5	2.8	<1	3.4	627
	6/14/05	98.42	4.43	93.98	0.5	<1	<1	<1	597
	9/23/05	98.42	3.68	94.74	0.5	<1	<1	<1	695
	9/28/06	98.42	1.43	96.99	<1	<1	<1	<2	612
	7/12/07	98.42	4.63	93.79	<1	<1	<1	<3	163
	1/17/08	98.42	3.75	94.67	<1	1.7	<1	<3	372
MW-15	3/24/05	98.25	2.40	95.85	60	<1	20.8	254	3.1
	6/14/05	98.25	4.36	93.89	40.7	<1	19	23.2	1.9
	9/23/05	98.25	3.96	94.27	9.2	<1	3.4	1.8	<1
	9/28/06	98.25	NS	NS					
MW-16	3/24/05	98.59	3.62	94.97	322	1.2	NS	1370	5.9
	6/14/05	98.59	4.27	94.32	98.6	<1	63	86.9	1.8
	9/23/05	98.59	3.83	94.76	97.5	<1	3.7	184	1.6
	9/28/06	98.59	NS	NS					
MW-17	3/24/05	97.90	8.30	89.60	<0.5	<1	<1	<1	1
	6/14/05	97.90	5.90	92.00	<0.5	<1	<1	<1	4.6
	9/23/05	97.90	7.20	90.70	<0.5	<1	<1	<1	2
	9/28/06	97.90	6.51	91.39	<1	<1	<1	<2	4.1
	7/12/07	97.90	5.19	92.71	<1	<1	<1	<3	3.3
	1/17/08	97.90	4.24	93.66	<1	<1	<1	<3	2.27

NOTES:

- 1) ug/L = micrograms per liter
- 2) Groundwater depths & elevations recorded to nearest 1/100 feet.
- 3) <1 = Not detected above laboratory reporting limit
- 4) Bold = Exceeds Tier 1 groundwater remediation objective Class I groundwater
- 5) Samples were analyzed for BTEX using USFPA Methods 6020 or 8260B.

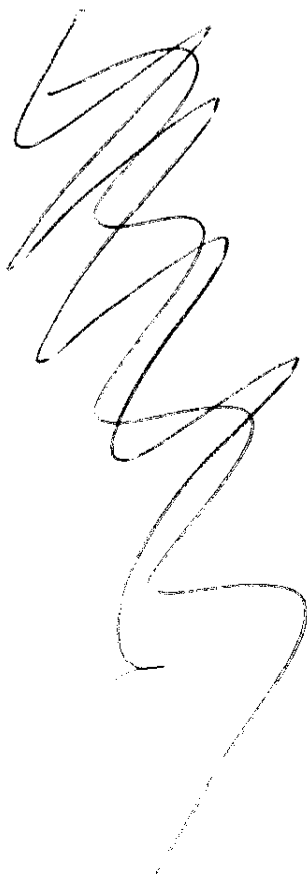
UNOFFICIAL COPY

Site PIN: 20-29-100-025-0000, 20-29-100-026-0000

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

ATTACHMENT D

IEPA HAA FORM

A large, stylized handwritten signature in black ink, similar in style to the one above, with multiple loops and a long horizontal stroke.

Property of Cook County Clerk's Office

UNOFFICIAL COPY**HIGHWAY AUTHORITY AGREEMENT**

This Agreement is entered into this 18th day of March, 2009 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Shell Oil Products US (Shell) (*Owner/Operator*) and (2) City of Chicago (City) ("Highway Authority"), collectively known as the "Parties."

WHEREAS, Shell is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 7101 S. Ashland Avenue, Chicago, Illinois ("the Site");

WHEREAS, _____ is the owner of the property located at "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); of Unleaded Gasoline

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) 20031623 to the Release(s).
3. Attached as Exhibit A is a scaled map(s) prepared by the *[Owner/Operator Property Owner]* that shows the Site and surrounding area and delineates the

UNOFFICIAL COPY

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 the *[Owner/Operator]* 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 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 the *[Owner/Operator]* 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. *[Use this paragraph if samples have not been collected within the Right-of-Way, sampling within the Right-of-Way is not practical, and contamination does not extend beyond the Right-of-Way].* Because the collection of samples within the Right-of-Way is not practical, the Parties stipulate that, based on modeling, soil and groundwater contamination exceeding Tier 1 residential remediation objectives does not and will not extend beyond the boundaries of the Right-of-Way. Not applicable.
7. 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.
8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
9. 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

UNOFFICIAL COPY

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.

1 This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).

2 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 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.

3 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.

4 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.

5 This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.

6 This agreement supersedes any prior written or oral agreement 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.

7 Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

UNOFFICIAL COPY

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

Property Owner or Owner/Operator
Shell Oil Products US
HSE/Environmental Services
603 Diehl Road, Suite 103
Naperville, Illinois 60563

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

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

City of Chicago

Date: 3/18/09

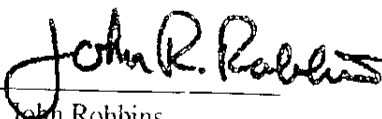
By: 

Suzanne Marie McKenna
Commissioner

Its:

Property Owner or Owner/Operator

Date: 2/24/09

By: 

John Robbins
Title: Project Manager

Property of Cook County Clerk's Office

UNOFFICIAL COPY

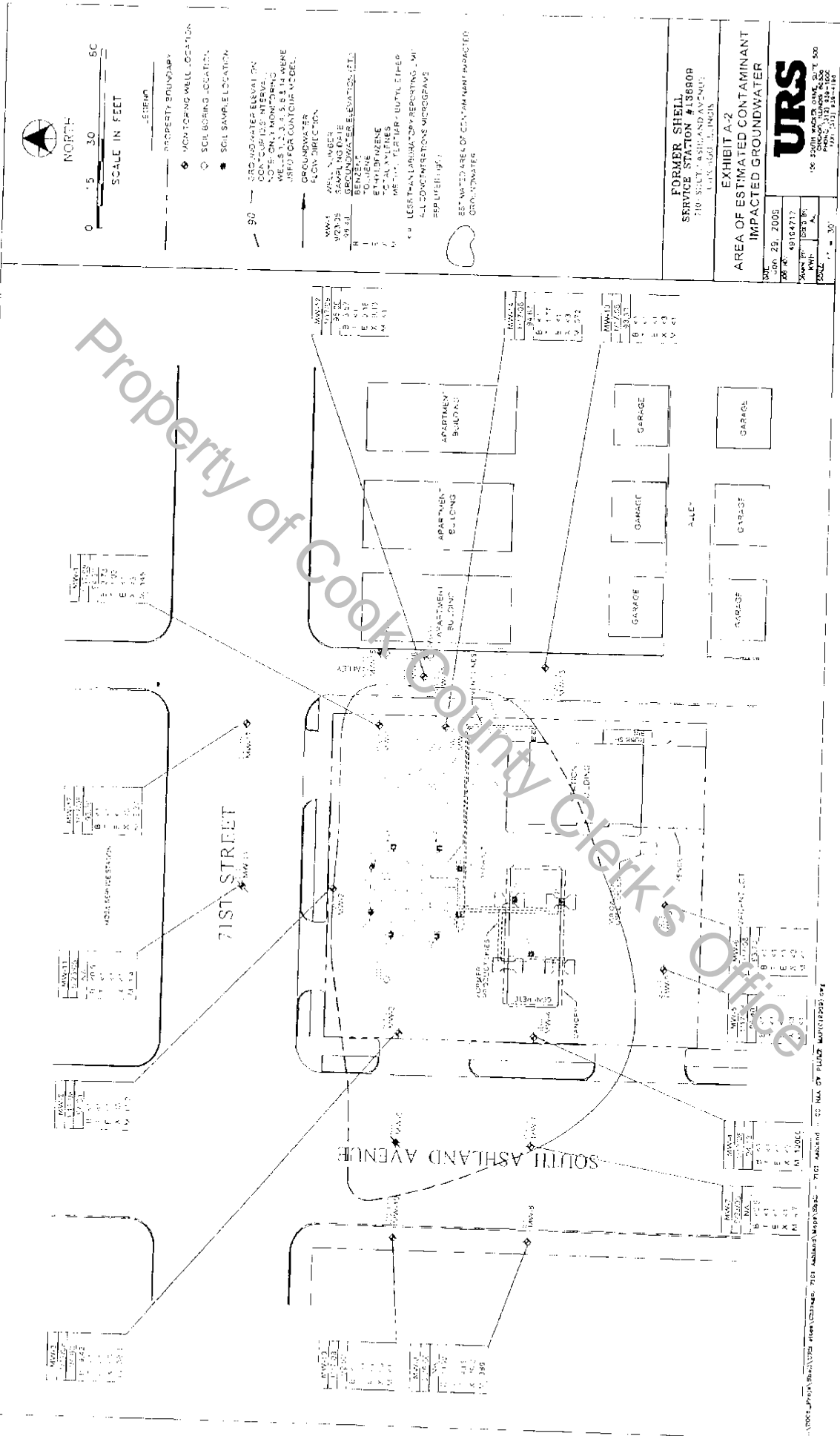
PIN: 20-29-100-025-0000, 20-29-100-026-0000

EXHIBIT A

Property of Cook County Clerk's Office



UNOFFICIAL COPY



Property of Cook County Clerk's Office



FORMER SHELL SERVICE STATION 138809
 7101 SOUTH ASHLAND AVENUE
 CHICAGO, ILLINOIS

EXHIBIT A-2
 AREA OF ESTIMATED CONTAMINANT IMPACTED GROUNDWATER

DATE: 05/21/2008
 JOB NO.: 49104717
 DRAWN BY: DDB/BJ
 CHECKED BY: AL
 SCALE: 1" = 30'

NOTES: 1. THIS MAP WAS PREPARED FOR THE ILLINOIS DEPARTMENT OF ENVIRONMENTAL TOXICOLOGY AND CHEMISTRY (IDOT) BY URS CONSULTANTS, INC. (URS) FOR THE ILLINOIS DEPARTMENT OF ENVIRONMENTAL TOXICOLOGY AND CHEMISTRY (IDOT) PROJECT NO. 49104717.

UNOFFICIAL COPY

PIN: 20-29-100-025-0000, 20-29-100-026-0000

EXHIBIT B

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Table 1
Soil Analytical Results
Former Shell Service Station # 136909
7101 S. Ashland Avenue
Chicago, Illinois

Boring #	Date	Depth (Feet)	Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (mg/kg)	MTBE (mg/kg)
Tier 1 SRO - Migration to Class I Groundwater			0.03	12	13	150	0.32
Tier 1 SRO - Migration to Class II Groundwater			0.17	29	19	150	0.32
Tier 1 SRO - Residential Inhalation			0.8	650	400	320	8,800
Tier 1 SRO - Residential Ingestion			12	16,000	7,800	160,000	780
W-1	11/7/2003	7	31	22	31	150	8.7
W-2	11/6/2003	7	20	0.67	18	140	4.1
N-1	11/6/2003	7	3	<0.44	15	190	7.3
N-2	11/6/2003	7	4.7	<0.13	0.18	17	8.7
P-3	11/6/2003	3	4	<0.15	21	4.5	5.8
E-1	11/6/2003	7	6.3	0.16	0.77	0.92	7.2
P-1	11/6/2003	3	2	0.41	1.1	2.8	2.1
P-2	11/6/2003	3	5	1.7	65	330	11
S-1	11/6/2003	7	9	18	22	4.9	58
S-2	11/7/2003	7	5.2	0.27	2.8	1.2	7.2
E-2	11/7/2003	7	0.58	<0.02	0.23	0.098	39.2
SB-1	8/20/2004	4	8.5	0.401	37.4	99.8	<0.11
SB-2	8/13/2004	3	0.0278	<0.001	0.0428	0.0102	0.145
SB-3	8/13/2004	3	1.6	0.236	0.355	0.592	<0.00089
SB-4	8/13/2004	4	1.21	<0.065	1.45	0.178	10.4
SB-5	8/13/2004	3	<0.00094	<0.00094	<0.00094	<0.0019	<0.00094
SB-6	8/13/2004	2	<0.00078	<0.00078	<0.00078	<0.0016	<0.00078
SB-6	8/13/2004	3	<0.00083	<0.00083	<0.00083	<0.0017	<0.00083
SB-6	8/13/2004	4	<0.00076	<0.00076	<0.00076	<0.0015	<0.00076
SB-7	8/13/2004	4	1.12	<0.078	18.5	11.7	1.29
SB-8	8/21/2004	5	<0.00051	<0.002	<0.002	<0.002	<0.002
SB-9	8/20/2004	4	2.43	<0.15	13.4	31.3	<0.15
SB-10	8/21/2004	5	<0.00057	<0.0023	<0.0023	<0.0023	<0.0023
SB-11	8/20/2004	5	0.00088	<0.0018	<0.0018	0.0023	<0.0018
SB-12	8/21/2004	9	<0.00046	<0.0018	<0.0018	<0.0018	0.019
SB-13	8/20/2004	4	0.0733	<0.16	15.8	63.9	<0.16
SB-14	8/20/2004	2	<0.00046	<0.0019	<0.0019	<0.0019	<0.0019
SB-15	8/20/2004	3	0.0134	<0.0015	<0.0015	<0.0015	0.0526
SB-16 *	3/4/2005	4	0.599	<0.38	11.3	66.2	<0.38
SB-17 *	3/4/2005	2	0.477	0.171	9.37	30.4	<0.13
SB-18	3/4/2005	4	0.0011	0.0027	<0.0015	<0.0015	0.0018
SB-16A	3/30/2007	2-3	<0.00654	<0.00654	<0.00654	<0.00654	<0.00458
SB-17A	3/30/2007	2-3	0.0187	<0.008	0.263	<0.008	<0.00561

Notes:
mg/kg = milligrams per kilogram (parts per million)
SRO = soil remediation objective
Bold - Analytical result is above the Tier 1 SRO for Class I groundwater
<0.002 = Not detected above laboratory limits.
MTBE - Methyl tertiary-butyl ether
Shaded Samples = Soil sample was collected below the water table based on the historical depth to water measurements presented on Table 2
* = Soil boring location was resampled on March 30, 2007

UNOFFICIAL COPY

TABLE 2
Groundwater Elevations and Analytical Results

Former Shell Service Station # 136909
7101 S. Ashland Ave.
Chicago, IL

IEMA #20031623

Tier 1 Exposure Routes & Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	MTBE (ug/L)
<i>Class I Groundwater</i>					5	1000.0	700	10,000	70
<i>Class II Groundwater</i>					25	2500.0	1,000	10,000	70
Sample Location	Sample Date	Referenced Elevation	Depth to Groundwater	Groundwater Elevation					
MW-1	9/13/04	97.40	9.85	87.55	879	29.8	73.7	166	392
	3/24/05	97.40	3.43	93.97	183	<1	10.8	8.4	183
	6/14/05	97.40	3.23	94.17	1030	<1	190	13.2	394
	9/23/05	97.40	0.92	96.48	14.8	<1	<1	<1	230
	9/28/06	97.40	1.42	95.98	1.46	<1	<1	<2	117
	7/12/07	97.40	2.13	95.27	<1	<1	<1	<3	459
MW-2	1/17/08	97.40	3.20	94.20	3.73	1.02	<1	<3	145
	9/13/04	97.25	2.14	95.11	<0.5	<1	<1	2.7	10.5
	3/24/05	97.25	4.27	92.98	<0.5	<1	<1	<1	129
	6/14/05	97.25	4.73	92.52	<0.5	<1	<1	<1	54.2
	9/23/05	97.25	3.67	93.58	<0.5	<1	<1	<1	23.4
	9/28/06	97.25	2.47	94.78	<1	<1	<1	<2	16.6
MW-3	7/12/07	97.25	3.11	94.14	<1	<1	<1	<3	16.1
	1/17/08	97.23	2.94	94.31	<1	<1	<1	<3	11.2
	9/13/04	97.2	2.30	94.97	0.7	<1	<1	<1	21.8
	3/24/05	97.2	6.15	91.12	5.2	<1	<1	<1	481
	6/14/05	97.27	0.55	90.66	1.2	<1	<1	<1	387
	9/23/05	97.27	0.55	95.72	0.91	<1	<1	<1	162
MW-4	9/28/06	97.27	1.26	95.07	<1	<1	<1	<2	33.3
	7/12/07	97.27	2.27	95.00	7.76	<1	<1	<3	7.39
	1/17/08	97.27	2.64	94.63	9.42	<1	<1	<3	39.3
	9/13/04	96.94	11.04	85.90	88.4	<1	1.2	1.8	67200
	3/24/05	96.94	3.58	93.36	<100	<200	<200	<200	41500
	6/14/05	96.94	NA	NA	CAR ON WELL				
MW-5	9/23/05	96.94	2.92	94.0	<130	<250	<250	<250	74200
	9/28/06	96.94	2.94	94.00	<1	<1	<1	<2	28100
	7/12/07	96.94	2.93	94.61	<1	<1	<1	<3	15400
	1/17/08	96.94	2.81	94.13	<1	<1	<1	<3	13000
	9/13/04	100.32	10.16	90.16	<0.5	<1	<1	<1	<1
	3/24/05	100.32	4.75	95.57	<0.5	<1	<1	<1	<1
MW-6	6/14/05	100.32	5.25	95.07	<0.5	<1	<1	<1	<1
	9/23/05	100.32	6.08	94.24	<0.5	<1	<1	<1	<1
	9/28/06	100.32	5.03	95.29	<1	<1	<1	<2	<1
	7/12/07	100.32	5.95	94.37	<1	1.69	<1	<3	<1
	1/17/08	100.32	3.92	96.40	<1	<1	<1	<3	<1
	9/13/04	98.50	1.26	97.24	<0.5	<1	<1	<1	<1
MW-7	3/24/05	98.50	3.36	93.14	<0.5	<1	<1	<1	<1
	6/14/05	98.50	10.30	88.20	<0.5	<1	<1	<1	<1
	9/23/05	98.50	8.54	89.96	<0.5	<1	<1	<1	<1
	9/28/06	98.50	NS	NS	UNDER UNMOVABLE VEHICLE				
	7/12/07	98.50	5.52	92.98	<1	1.2	<1	<1	<1
	1/17/08	98.50	4.77	93.73	<1	<1	<1	<3	<1
MW-8	9/13/04	97.73	4.24	93.49	<0.5	<1	<1	<3	<1
	3/24/05	97.73	5.80	91.93	<0.5	<1	<1	<1	6.9
	6/14/05	97.73	9.45	88.26	<0.5	<1	<1	<1	<1
	9/23/05	97.73	10.42	87.31	<0.5	<1	<1	<1	2.6
	9/28/06	97.73	NS	NS	ABANDONED BY CITY				
	9/13/04	97.32	2.76	94.56	2820	18.3	810	312	561
MW-9	3/24/05	97.32	2.80	94.52	500	<10	201	38.1	207
	6/14/05	97.32	3.05	94.27	2260	4	471	152	314
	9/23/05	97.32	3.02	94.30	1590	<10	313	54.2	315
	9/28/06	97.32	2.76	94.56	1130	3	43.9	29.2	388
	1/17/08	97.32	NS	NS	DRY				
	9/13/04	97.94	2.11	95.83	<0.5	<1	<1	2.3	254
MW-10	3/24/05	97.94	9.55	88.39	<0.5	<1	<1	<1	79.8
	6/14/05	97.94	7.89	90.05	<0.5	<1	<1	<1	115
	9/23/05	97.94	10.69	87.25	<0.5	<1	<1	<1	213
	9/28/06	97.94	NS	NS	ABANDONED BY CITY				

UNOFFICIAL COPY

TABLE 2
Groundwater Elevations and Analytical Results

Former Shell Service Station # 136909
7101 S. Ashland Ave.
Chicago, IL

IEMA #20031623

Tier 1 Exposure Routes & Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	MTBE (ug/L)
Class I Groundwater					5	1000.0	700	10,000	70
Class II Groundwater					25	2500.0	1,000	10,000	70
MW-10	9/13/04	97.36	9.37	87.99	<0.5	<1	<1	<1	4.9
	3/24/05	97.36	2.82	94.54	<0.5	<1	<1	<1	3.8
	6/14/05	97.36	4.82	92.54	2.6	<1	<1	<1	2.9
	9/23/05	97.36	4.90	92.46	1.6	<1	<1	<1	4.2
	9/28/06	97.36	5.14	92.22	<1	<1	<1	<2	4.67
	7/12/07	97.36	4.90	92.46	1	<1	<1	<3	2.83
	1/17/08	97.36	4.84	92.52	<1	<1	<1	<3	<1
MW-11	9/13/04	98.65	11.23	87.42	<0.5	<1	<1	<1	<1
	3/24/05	98.65	6.48	92.17	<0.5	<1	<1	<1	<1
	6/14/05	98.65	7.38	91.27	<0.5	<1	<1	<1	1.8
	9/23/05	98.65	8.07	90.58	<0.5	<1	<1	<1	1.4
	9/28/06	98.65	NS	NS					
MW-12	9/13/04	98.48	9.00	89.48	358	4.1	1270	2000	8.8
	3/24/05	98.48	3.35	95.13	20.4	<1	8.5	13.6	<1
	6/14/05	98.48	4.02	94.46	27.2	<1	31.5	10.5	<1
	9/23/05	98.48	3.53	94.95	19.8	<1	8.8	<1	5.1
	9/28/06	98.48	3.41	95.07	7.78	<1	12.8	5.92	3.08
	7/12/07	98.48	3.49	94.99	7.34	<1	7.42	<3	<1
	1/17/08	98.48	3.48	95.60	3.57	<1	3.18	9.13	<1
MW-13	9/13/04	98.00	6.53	91.47	<0.5	<1	<1	<1	2.3
	3/24/05	98.00	3.78	94.22	<0.5	<1	<1	<1	<1
	6/14/05	98.00	5.08	92.92	<0.5	<1	<1	<1	<1
	9/23/05	98.00	5.02	92.98	<0.5	<1	<1	<1	<1
	9/28/06	98.00	4.92	92.08	<1	<1	<1	<1	<1
	7/12/07	98.00	5.17	92.83	<1	<1	<1	<2	<1
	1/17/08	98.00	4.70	93.30	<1	<1	<1	<3	<1
MW-14	9/13/04	98.42	2.78	96.14	<0.5	<1	<1	<1	30.1
	3/24/05	98.42	3.55	94.67	0.5	2.8	<1	<1	3.4
	6/14/05	98.42	4.43	93.99	0.5	<1	<1	<1	597
	9/23/05	98.42	3.68	94.74	0.5	<1	<1	<1	695
	9/28/06	98.42	1.43	96.99	<1	<1	<1	<2	612
	7/12/07	98.42	4.63	93.79	<1	<1	<1	<3	163
	1/17/08	98.42	3.75	94.67	<1	1.77	<1	<3	372
MW-15	3/24/05	98.25	2.40	95.85	60	<1	20.8	264	3.1
	6/14/05	98.25	4.36	93.59	40.7	<1	19	23.2	1.9
	9/23/05	98.25	3.98	94.27	9.2	<1	2.4	1.8	<1
	9/28/06	98.25	NS	NS					
MW-16	3/24/05	98.59	3.62	94.97	322	1.2	55	1370	5.9
	6/14/05	98.59	4.27	94.32	98.6	<1	63	86.9	1.8
	9/23/05	98.59	3.83	94.75	97.5	<1	3.7	164	1.6
	9/28/06	98.59	NS	NS					
MW-17	3/24/05	97.90	8.30	89.60	<0.5	<1	<1	<1	1
	6/14/05	97.90	5.90	92.00	<0.5	<1	<1	<1	4
	9/23/05	97.90	7.20	90.70	<0.5	<1	<1	<1	2
	9/28/06	97.90	6.51	91.39	<1	<1	<1	<2	1.1
	7/12/07	97.90	5.19	92.71	<1	<1	<1	<3	5.32
	1/17/08	97.90	4.24	93.66	<1	<1	<1	<3	2.27

NOTES:


- 1) ug/L = micrograms per liter
- 2) Groundwater depths & elevations recorded to nearest 1/100 feet.
- 3) <1 = Not detected above laboratory reporting limit
- 4) Bold = Exceeds Tier 1 groundwater remediation objective Class I groundwater
- 5) Samples were analyzed for BTEX using USEPA Methods 8020 or 8260B.

UNOFFICIAL COPY

PIN: 20-29-100-025-0000, 20-29-100-026-0000

EXHIBIT C

Property of Cook County Clerk's Office



UNOFFICIAL COPY

LEGEND

- PROPERTY BOUNDARY
- MONITORING WELL LOCATION
- DESTROYED MONITORING WELL
- SOIL BORING LOCATION
- SOIL SAMPLE LOCATION
- WATER LINE
- SEWER
- GAS MAIN
- OVERHEAD ELECTRIC
- TELEPHONE LINE
- AREA SUBJECT TO CITY OF CHICAGO

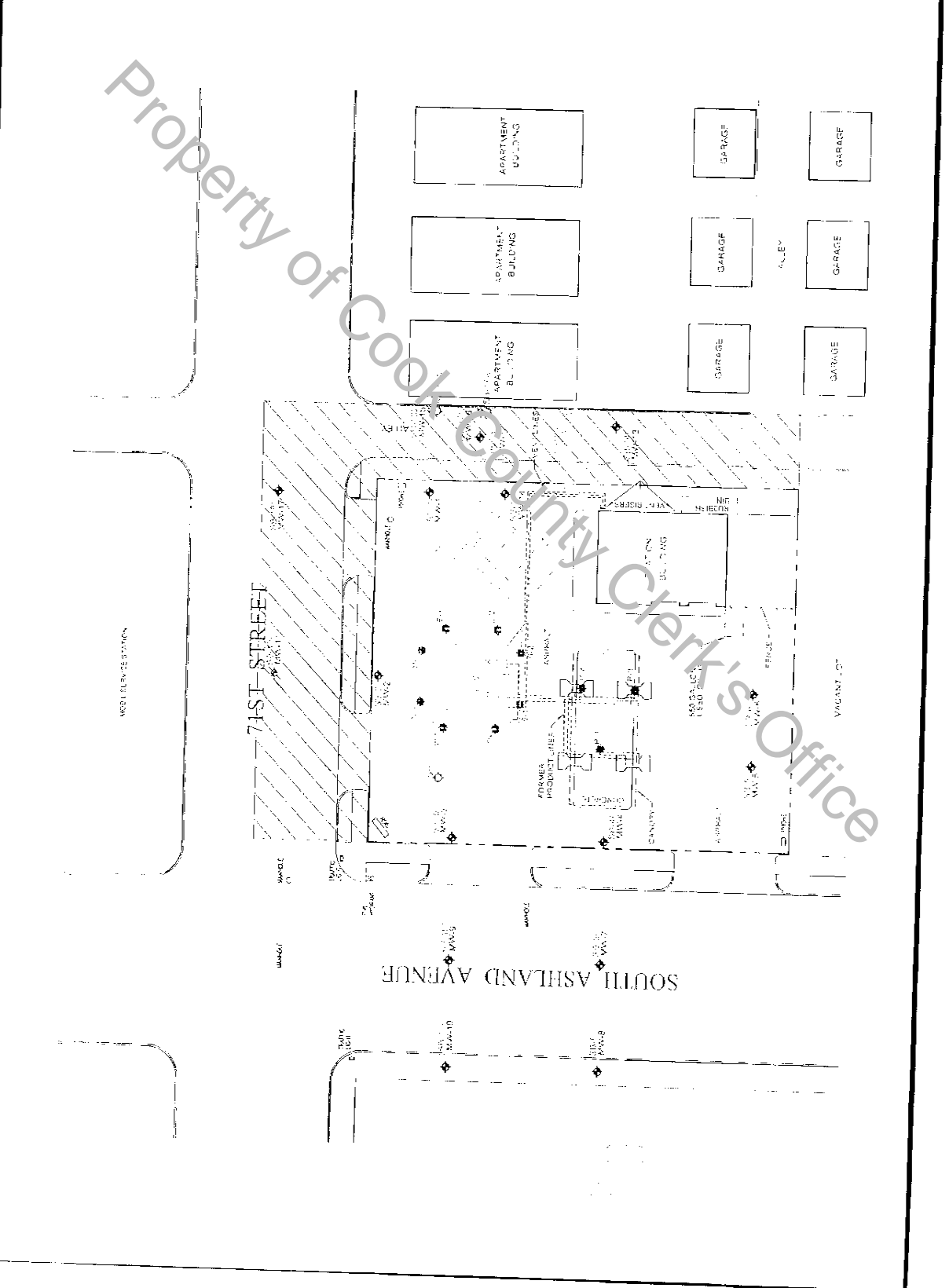
SCALE IN FEET
0 15 30 50

FORMER SHELL SERVICE STATION #136039
100 SOUTH ASHLAND AVENUE
CHICAGO, ILLINOIS

EXHIBIT C
CITY OF CHICAGO HIGHWAY AUTHORITY AGREEMENT AREA

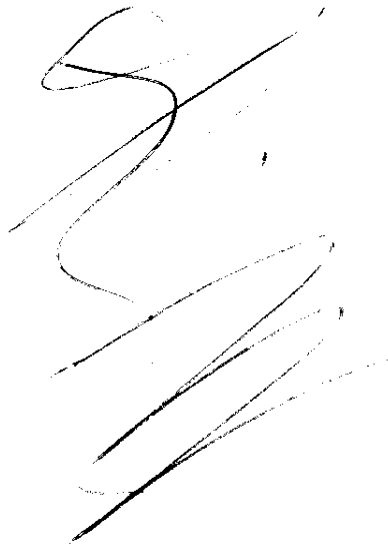
DATE	08/12/2009
JOB NO.	09-346710
SCALE	1"=20'
DATE	08/12/2009

URS
100 SOUTH ASHLAND AVENUE
CHICAGO, ILLINOIS 60607-1400
TEL: 312.329.4200



UNOFFICIAL COPY

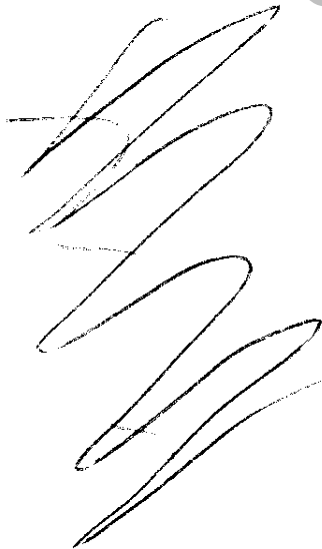
Site PIN: 20-29-100-025-0000, 20-29-100-026-0000

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom.

Property of Cook County Clerk's Office

ATTACHMENT E

DOE.ROW.91
(Successor Form)

A handwritten signature in black ink, similar in style to the one above, with multiple loops and a long horizontal stroke.

UNOFFICIAL COPY

CITY OF CHICAGO DEPARTMENT OF ENVIRONMENT FORM NO. DOE.ROW.07

Notice is hereby given that the site you have requested information on is recorded with the City of Chicago Department of Environment as potentially having environmental contamination on the site and adjacent right of way. This environmental contamination could present a threat to human health and safety in connection with work performed at the site, or in the adjacent right-of-way, if proper safeguards are not employed.

A file containing detailed information regarding the aforementioned environmental Contamination is available for review at the Department of Environment at 30 N. LaSalle St., 25th Floor, Chicago, Illinois 60602 during normal business hours (8:30 AM - 4:30 PM, Monday through Friday). Contact Rahmat Begum (312) 744 - 3152 for an appointment. This file must be reviewed and the remainder of this form completed before the permit can be issued. **Please note that for some locations, additional health and safety procedures may be required by law.**

Property of Cook County Clerk's Office

Permit No. _____

Date _____

Site Address _____

Work Location (describe exact site location):

Nature of Work

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 ensure that all work at the subject site and adjacent right-of-way, and any Monitoring required including but not limited to petroleum contamination, 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. I will ensure that the results of any monitoring and/or surveying conducted shall be provided to the Department of Environment within two (2) weeks of their completion.

Signature _____

Name (print) _____

Company _____

Address _____

Phone No. _____

Prime Contractor/Contact _____

Address _____

Phone _____

Safety Officer/Phone _____

Signed by Department of Environment _____

Date _____

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