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1535722101

Doc#: 1535722101 Fee: \$92.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/23/2015 01:18 PM Pg: 1 of 28

Highway Authority Agreement  
1350 - 1360 North Lake Shore Drive  
Chicago, Illinois

Dated December 14, 2015

PIN: 17-03-105-014-0000

17-03-105-015-0000

17-03-105-016-0000

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Site PIN 17-03-105-014-0000 17-03-105-015-0000  
17-03-105-016-0000

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

This Agreement is entered into this 14<sup>th</sup> day of December, 2015 pursuant to the Municipal Code of the City of Chicago Section 2-30-030 ("Code") by and among 1350 Lake Shore Associates, an Illinois limited partnership ("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 1350 – 1360 North Lake Shore Drive, Chicago, Illinois ("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/or 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/or 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 requires 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

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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. 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 avoidance of this Agreement, and avoidance 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 Public Health  
333 S. State Street  
Room 200  
Chicago, IL 60604

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

Draper and Kramer, Incorporated  
Attn: Derrick Hawthorne, Sr. Asset Manager  
33 W. Monroe Street, Suite 1900  
Chicago, Illinois 60603

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

BY:   
Raul Valdivia  
Chief Engineer, JUST/LUST Section  
Department of Public Health

Date: 12/14/15

**IN WITNESS WHEREOF**, Owner/Operator, 1350 Lake Shore Associates, an Illinois limited partnership, has caused this Agreement to be signed by its duly authorized representatives:

1350 Lake Shore Associates,  
an Illinois limited partnership

By: D&K Insurance Agency Investments  
LLC, a Delaware limited liability  
company, a general partner

By: D & K Insurance Agency, Inc., a  
Delaware corporation, its sole  
member

By:   
Name: Todd A. Bancroft  
Its: Senior Vice President

Date: 12/4/2015

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By: 1350 Investors, L.L.C., a  
Delaware limited liability company,  
a general partner

By: Draper and Kramer Investments  
Corp., a Delaware corporation,  
its sole member

By: Todd A Bancroft

Name: Todd A. Bancroft

Its: Senior Vice President

Date: 12/4/2015

By: F.D. Bailey Investments LLC, a  
Delaware limited liability company,  
a general partner

By: Forrest D. Bailey

Name: Forrest D. Bailey

Its: Sole Member

Date: 12/4/2015

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Revised October 26, 2006

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## ATTACHMENT A

### Legal Description

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## LEGAL DESCRIPTION

1350 Lake Shore Associates, an Illinois limited partnership  
1350 and 1360 North Lake Shore Drive  
Chicago, Illinois

<b>Property Index Numbers:</b>	17-03-105-014-0000
1350 North Lake Shore Drive	17-03-105-015-0000
Chicago, Illinois	17-03-105-016-0000

THE POTTER PALMER HOMESTEAD, BEING A SUBDIVISION OF LOT 35 (EXCEPT THE WEST 125 FEET THEREOF) LOT 36 (EXCEPT THE WEST 150 FEET THEREOF) AND LOTS 37 AND 38 (EXCEPT THE WEST 141 FEET THEREOF) IN JOHN JACOB ASTOR'S ADDITION TO CHICAGO IN THE NORTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED AS DOCUMENT 773298 IN COOK COUNTY, ILLINOIS

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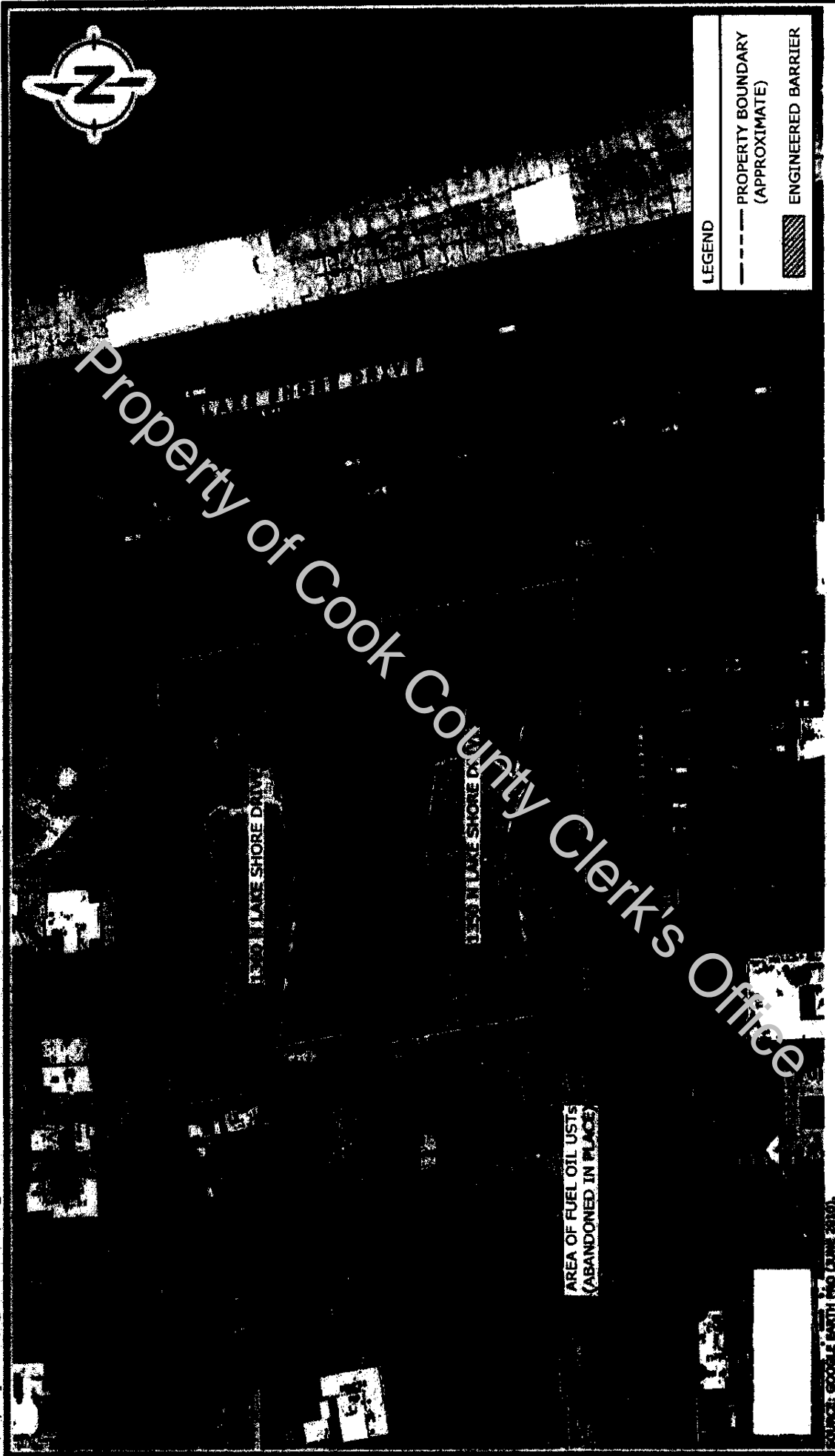
## ATTACHMENT B

### Site Maps

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L:\Loop Project Files\00\_CAD FILES\21\DISK\_LUST Closure Tech Assistance 2138774A\A.1-8.1\_Site Map.dwg



**LEGEND**

- PROPERTY BOUNDARY (APPROXIMATE)
- ▨ ENGINEERED BARRIER

**FIGURE**  
**B.1**  
2138774A

**SITE MAP**  
1350 NORTH LAKE SHORE DRIVE  
CHICAGO, ILLINOIS  
LUST INCIDENT NUMBER: 932486

**RAMBOLL ENVIRON**

DRAFTED BY: CKL/ELS      DATE: 10/28/15

SOURCE: GOOGLE EARTH IMG (JUNE 2010)



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## ATTACHMENT C

### Exceedances of Tier 1 Residential Soil Remediation Objectives

**Note:** There were no exceedances of the applicable Tier 1 Groundwater Remediation Objectives for groundwater samples collected in the area covered by this Tiered Approach to Corrective Action Right-of-Way Agreement.

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**Table C.1**  
**Heading Oil Area - BTEX and PNA Analytical Testing Results - Soil Samples**  
 1350 North Lake Shore Drive/Heading Oil UST Area

Constituents	Tier 1 Soil Remediation Objectives		Sample Identification and Analytical Testing Results																					
	Soil Component of GW Ingestion Exposure Route - Class II		BTEX Analytical Testing Results										PNA Analytical Testing Results											
	Ingestion	Inhalation	H1B1	H1B2	H1B3	H1B4	H1B5	H1B6	H1B7	H1B8	H1B9	H1B10	H1B11	H1B12	H1B13	H1B14	H1B15	H1B16	H1B17	H1B18	H1B19	H1B20	H1B21	H1B22
Benzene	12	0.8	0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002
Toluene	16000	650	0.0187	0.0079	0.0074	0.0183	0.0179	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Ethylbenzene	7800	400	0.005	<0.005	0.0094	0.007	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Xylene	16000	320	0.039	0.0068	0.0915	0.0216	0.0101	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Naphthalene	1600	170	0.140	0.051	0.027	0.060	<0.025	<0.025	0.048	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
Acenaphthene	4700	570	0.314	0.059	<0.050	0.126	<0.050	<0.050	0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050
Fluorene	3100	560	0.307	<0.050	<0.050	0.117	<0.050	<0.050	0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050
Anthracene	21000	12000	0.781	0.146	<0.050	0.247	<0.050	<0.050	0.150	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050
Fluoranthene	3100	4300	3.240	1.230	<0.050	1.650	<0.050	<0.050	1.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050
Pyrene	2300	4200	2.750	1.110	<0.050	1.380	<0.050	<0.050	1.170	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050
Benzofluoranthene <sup>1</sup>	1.1	2	1.250	0.602	0.010	0.683	<0.0087	<0.0087	0.648	<0.0087	<0.0087	<0.0087	<0.0087	<0.0087	<0.0087	<0.0087	<0.0087	<0.0087	<0.0087	<0.0087	<0.0087	<0.0087	<0.0087	<0.0087
Chrysene	88	160	1.380	0.649	<0.050	0.747	<0.050	<0.050	0.713	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050
Benzo(b)fluoranthene <sup>2</sup>	1.5	5	1.150	0.566	0.017	0.592	<0.011	<0.011	1.140	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011
Benzo(k)fluoranthene	9	49	1.380	0.554	0.015	0.755	<0.011	<0.011	1.000	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011	<0.011
Benzo(e)pyrene <sup>2</sup>	1.3	8	1.610	0.701	0.022	0.819	<0.015	<0.015	1.070	<0.015	<0.015	<0.015	<0.015	<0.015	<0.015	<0.015	<0.015	<0.015	<0.015	<0.015	<0.015	<0.015	<0.015	<0.015
Indeno(1,2,3-cd)pyrene	0.9	14	1.080	0.356	<0.020	0.523	<0.020	<0.020	0.660	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020
Dibenz(a,h)anthracene <sup>2</sup>	0.20	2	0.292	0.115	<0.020	0.217	<0.020	<0.020	0.213	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020

Notes:

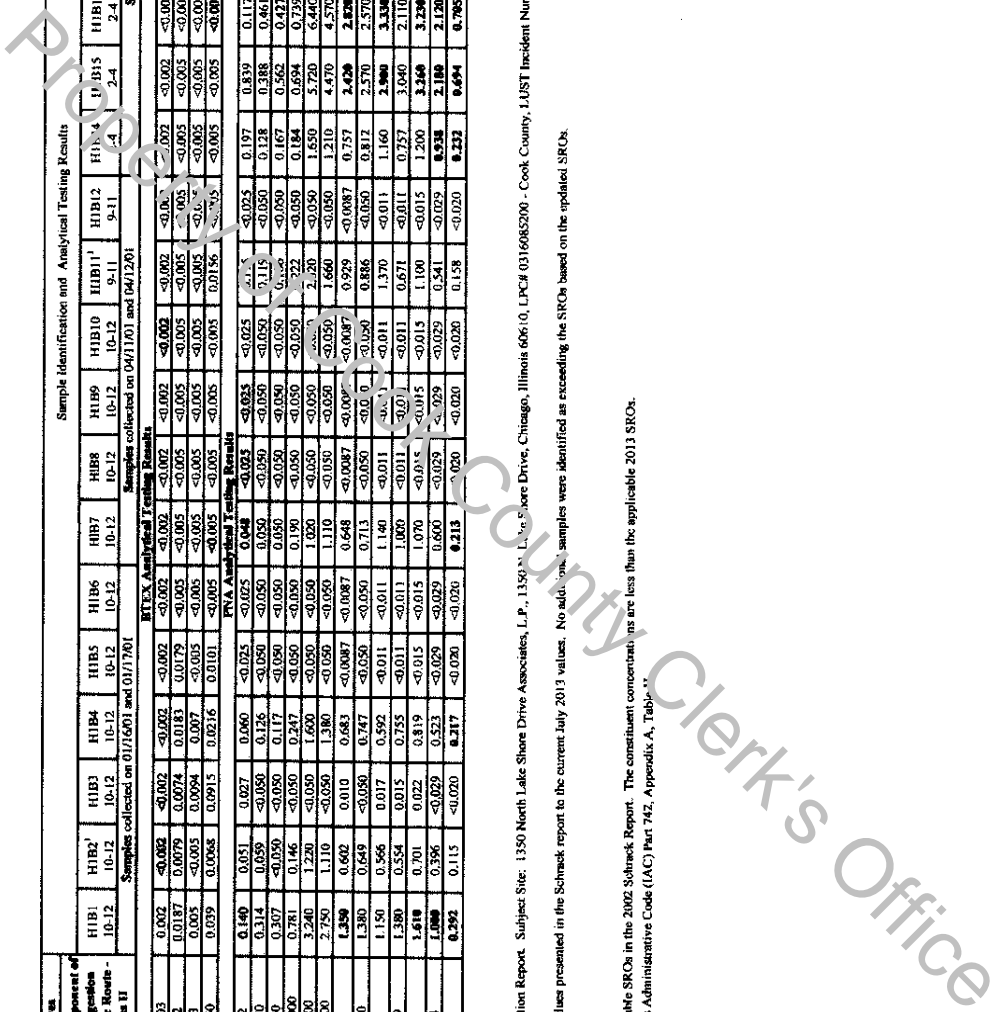
Results expressed in milligrams per kilogram (mg/kg).  
 PNA from Table 2, "High Priority Corrective Action Plan, Budget and Completion Report. Subject Site: 1350 North Lake Shore Drive Associates, L.P., 1350 N. Lake Shore Drive, Chicago, Illinois 60610, LPH# 0316982700 - Cook County, IJUST Incident Number: 932486." Prepared by Schneck Environmental Consulting, Inc., dated September 6, 2002. ("2002 Schneck Report")

Soil Remediation Objectives (SROs) have been updated from the June 1998 values presented in the Schneck report to the current July 2013 values. No additional samples were identified as exceeding the SROs based on the updated SROs.

Results in **BOLD** exceeded the one or more of the SROs.  
 BTEX = Benzene, toluene, ethyl benzene, and xylene  
 PNA = Polynuclear aromatic hydrocarbons

<sup>1</sup>One or more constituents in the sample was identified as exceeding the applicable SROs in the 2002 Schneck Report. The constituent concentration(s) are less than the applicable 2013 SROs.

<sup>2</sup>Ingestion SRO is set at the Chicago background values presented in 35 Illinois Administrative Code (IAC) Part 742, Appendix A, Table 11.



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## **ATTACHMENT D**

**Highway Authority Agreement**

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## HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this 14<sup>th</sup> day of December, 2015 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) 1350 Lake Shore Associates, an Illinois limited partnership ("Owner/Operator") and (2) City of Chicago ("Highway Authority"), collectively known as the "Parties."

**WHEREAS**, 1350 Lake Shore Associates, an Illinois limited partnership is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 1350 and 1360 North Lake Shore Drive, Chicago, Illinois ("the Site");

**WHEREAS**, as a result of one or more releases of contaminants [insert either "from the above referenced underground storage tanks" or "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 objective 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 932486 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/or 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 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

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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. 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.

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.



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

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


Draper and Kramer, Incorporated  
Attn: Derrick Hawthorne, Sr. Asset Manager  
33 W. Monroe Street, Suite 1900  
Chicago, IL 60603

City of Chicago  
Attn: Raul Valdivia  
333 S. State Street  
Room 200  
Chicago, IL 60604

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

City of Chicago

Date: 12/14/15

By:   
Raul Valdivia  
Chief Engineer, UST/LUST Section

Owner/Operator:  
1350 Lake Shore Associates,  
an Illinois limited partnership

By: D&K Insurance Agency Investments  
LLC, a Delaware limited liability  
company, a general partner

By: D & K Insurance Agency Inc., a  
Delaware corporation, its sole  
member

By:   
Name: Todd A. Bancroft  
Its: Senior Vice President

Date: 12/4/2015

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By: 1350 Investors, L.L.C., a  
Delaware limited liability company,  
a general partner

By: Draper and Kramer Investments  
Corp., a Delaware corporation,  
its sole member

By: Todd A. Bancroft  
Name: Todd A. Bancroft  
Its: Senior Vice President

Date: 12/4/2015

By: F.D. Bailey Investments LLC, a  
Delaware limited liability company,  
a general partner

By: Forrest D. Bailey  
Name: Forrest D. Bailey  
Its: Sole Member

Date: 12/4/2015

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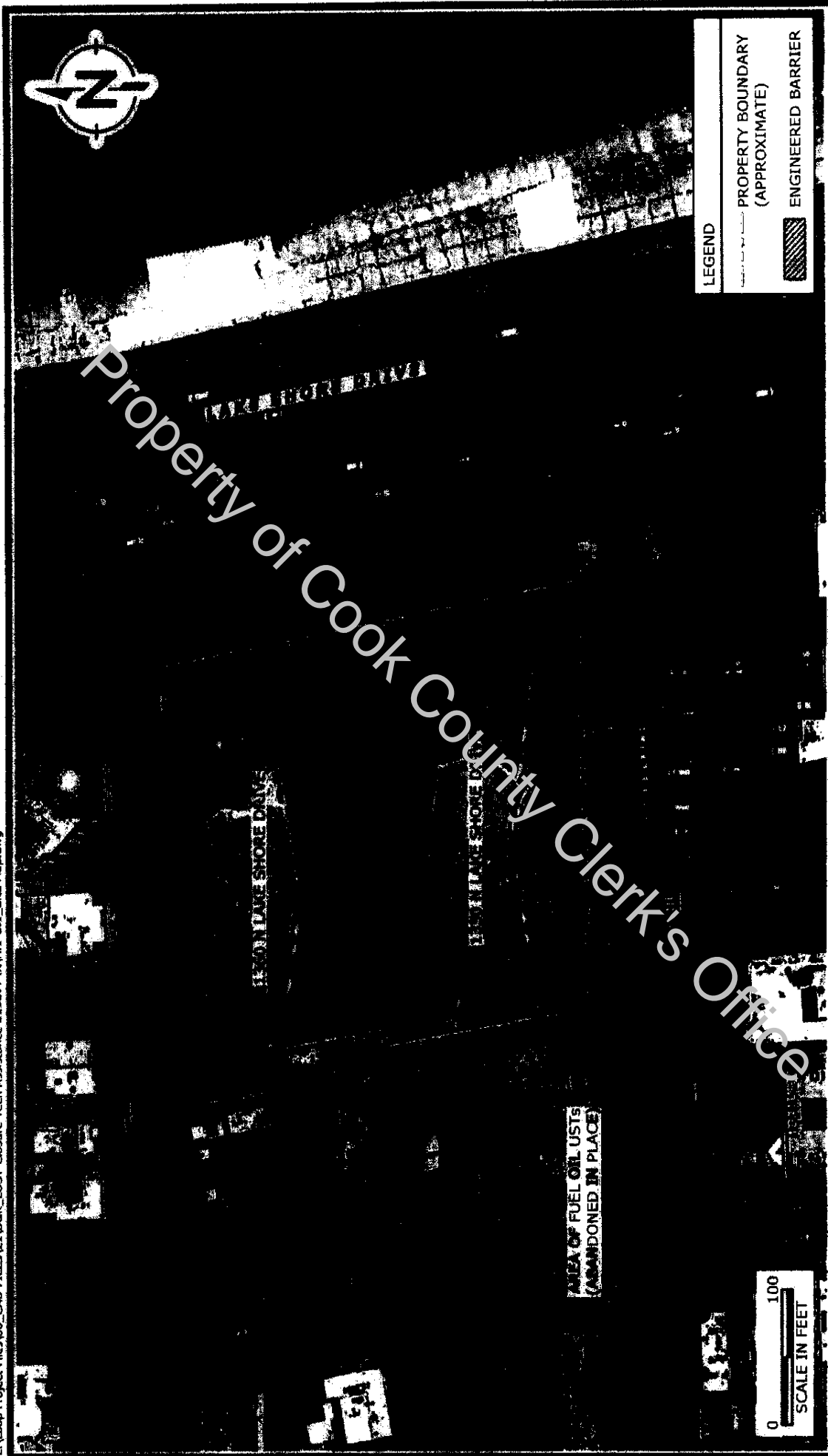
**Exhibit A**

**Site Map: Area of Contamination**

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L:\Loop Project Files\00\_CAD FILES\21\DK\_LUST Closure Tech Assistance 2138774A\A.1-B.1\_Site Map.dwg



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FIGURE  
**A.1**  
2138774A

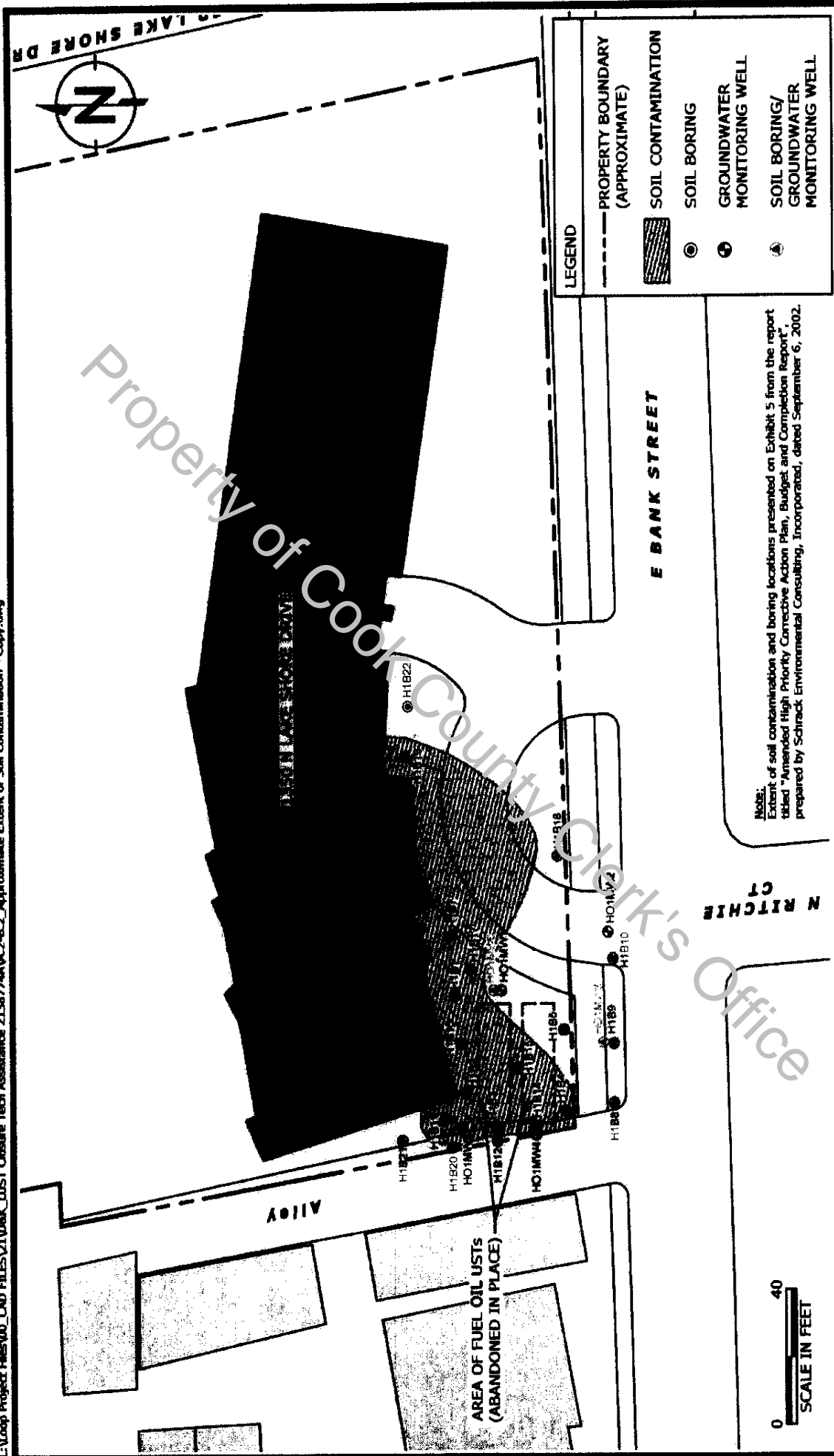
**SITE MAP**  
1350 NORTH LAKE SHORE DRIVE  
CHICAGO, ILLINOIS  
LUST INCIDENT NUMBER: 932-486

**RAMBOLL ENVIRON**

DRAFTED BY: CKJ/EJS DATE: 10/28/15

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L:\loop Project Files\00\_CAD FILES\21\DRK\_LUST Closure Tech Assistance 2138774A\2-8.2\_Approximate Extent of Soil Contamination - Copy.dwg



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**FIGURE**  
**A.2**  
2138774A

**APPROXIMATE EXTENT OF SOIL CONTAMINATION**  
1350 NORTH LAKE SHORE DRIVE  
CHICAGO, ILLINOIS  
LUST INCIDENT NUMBER: 932486

**RAMBOLL ENVIRON**  
DRAFTED BY: CJK/ELS  
DATE: 10/28/15

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## **Exhibit B**

### **Exceedances of Tier 1 Residential Soil Remediation Objectives**

**Note:** There were no exceedances of the applicable Tier 1 Groundwater Remediation Objectives for groundwater samples collected in the area covered by this Highway Authority Agreement.

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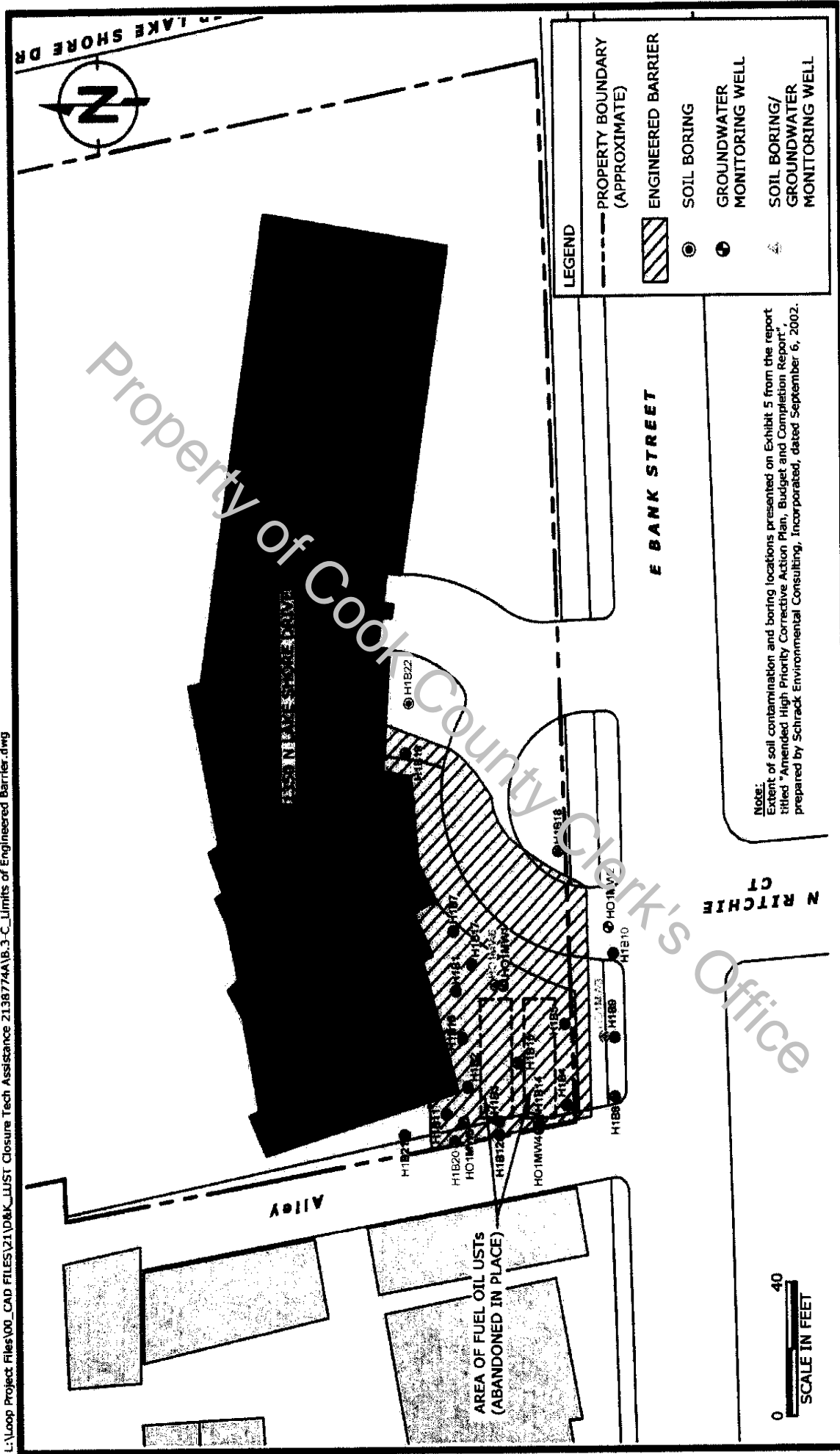
**Exhibit C**

**Limits of Highway Authority Agreement**

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FIGURE C  
2138774A

**LIMITS OF ENGINEERED BARRIER**  
1350 NORTH LAKE SHORE DRIVE  
CHICAGO, ILLINOIS  
LUST INCIDENT NUMBER: 932486

**RAMBOLL ENVIRON**

DRAFTED BY: CKV/ELS DATE: 10/28/15

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**ATTACHMENT E**

**Form No. DOE.ROW.01**

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## CITY OF CHICAGO DEPARTMENT OF PUBLIC HEALTH 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 Public Health 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 Public Health at 333 S. State St., Room 200, Chicago, Illinois 60604 during normal business hours (8:30 AM - 4:30 PM, Monday through Friday). Contact at (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.**

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Please complete the following:

Permit No. \_\_\_\_\_

Date \_\_\_\_\_

Site Address \_\_\_\_\_

Work Location (describe exact site location):  
\_\_\_\_\_  
\_\_\_\_\_

I have reviewed and understand the documents, maintained by the Department of Public Health, 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 Public Health within two (2) weeks of their completion.

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Nature of Work

Phone No. \_\_\_\_\_

\_\_\_\_\_

Prime Contractor/Contact \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Safety Officer/Phone \_\_\_\_\_

Signed by Department of Public Health \_\_\_\_\_

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).