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DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

August 6, 2013

Dan Keltner
Project Manager
Antea Group
1323 Bond St. Suite 111
Naperville, Illinois 60563

RECEIVED
AUG 09 2013

BY:.....



Re: Executed Highway Authority Agreement
Sasafrasnet No. 5090
3955 North Western Avenue
Chicago, Illinois.
LUST Incident #: 20020508

Doc#: 1612019045 Fee: \$92.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/29/2016 10:27 AM Pg: 1 of 28

Dear Mr. Keltner:

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 Public Health 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) 745-3162.

Sincerely,

Raul Valdivia, Ph. D.
Chief Engineer, UST/LUST Section

cc: Jennifer Hesse, CDPH
Michael Simon, Mark Delin - CDOT
Basil Rhymes - Sewers

RV/P&I/rv

CCRD REVIEWER

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Site PIN 14-19-100-001-0000

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

This Agreement is entered into this 6th day of August, 2013 pursuant to the Municipal Code of the City of Chicago Section 2-30-030 ("Code") by and among Sasafrasnet Beep-Beep, LLC 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 3955 North Western Avenue, Chicago, IL ("Site") and legally described in Attachment A; and

WHEREAS, attached as Attachment B are site maps 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 are tables showing the concentration of contaminants in soil and/or groundwater within the area(s) 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. DOE.ROW.01 (or successor document), Attachment E, before obtaining a permit.

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- 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.
 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.

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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
City of Chicago Department of Public Health
333 S. State Street
Room 200
Chicago, Illinois 60604

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

Owner/Operator
Sasafrasnet Beep-Beep, LLC
13555 Bishops Court, Suite 100
Brookfield, WI 53005

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

BY: *Raul Valdes*
Raul Valdes
Chief Engineer, UST/LUST Section
Department of Public Health

Date: 8/6/13

IN WITNESS WHEREOF, Owner/Operator, Sasafrasnet Beep-Beep, LLC has caused this Agreement to be signed by its duly authorized representative:

BY: *Ulises Payne, Jr.*
Ulises Payne, Jr.
Sasafrasnet Beep-Beep, LLC
Title: President

Date: 7/3/2013

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Attachment A
Legal Description

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EXHIBIT A
TO
~~QUIT CLAIM DEED~~ *SHA*

Legal Description

3955 N. Western Ave.
Chicago, IL

Legal Description:

Lots Two (2), Three (3), Four (4) and Five (5) in Arthur T. McIntosh's Resubdivision of Lots Nine (9) to Sixteen (16) inclusive in Subdivision of Block Nine (9) in Subdivision of Section Nineteen (19), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian (3rd P.M.) (except the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) and the East Half (E1/2) of the Southeast Quarter (SE1/4) thereof).

ALSO

That part of Lot One (1) in Arthur T. McIntosh's Resubdivision of Lots Nine (9) to Sixteen (16) inclusive in Subdivision of Block Nine (9) in Subdivision of Section Nineteen (19), Township Forty (40) North, Range Fourteen (14) East of the Third Principal Meridian (3rd P.M.) except the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) and the East Half (E1/2) of the Southeast Quarter (SE1/4) thereof lying East of a line Fifty feet (50') East of and parallel to the West line of Section Nineteen (19) aforesaid, situated in the County of Cook, in the State of Illinois.

Excepting therefrom land conveyed to the City of Chicago in deed recorded as document 373789, described as: That part of Lot one (1) in Arthur T. McIntosh's Resubdivision of Lots nine (9) to sixteen (16) in the subdivision of (except Street) Block nine (9) in the sub division of (except the Southwest one-quarter (SW1/4) of the Northeast one-quarter (NE1/4) and the Southeast one-quarter (SE1/4) of the Northwest one-quarter (NW1/4), and the East one-half (E1/2) of the Southeast one-quarter (SE1/4), Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of a line fifty (50) feet East of and parallel with the West line of Section 19, situated in the City of Chicago, County of Cook, in the State of Illinois.

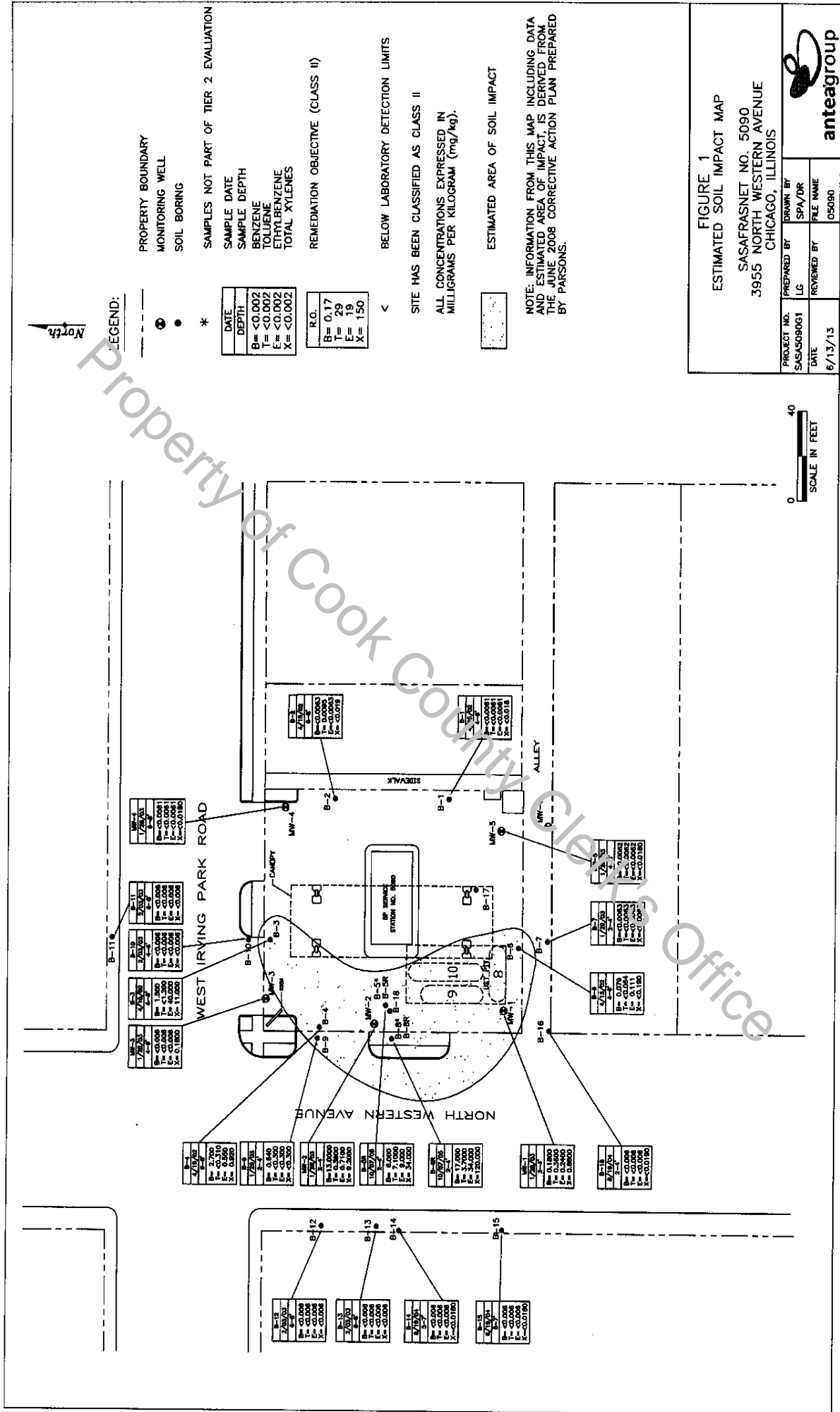
Permanent Index Number: 14-19-100-001-0000

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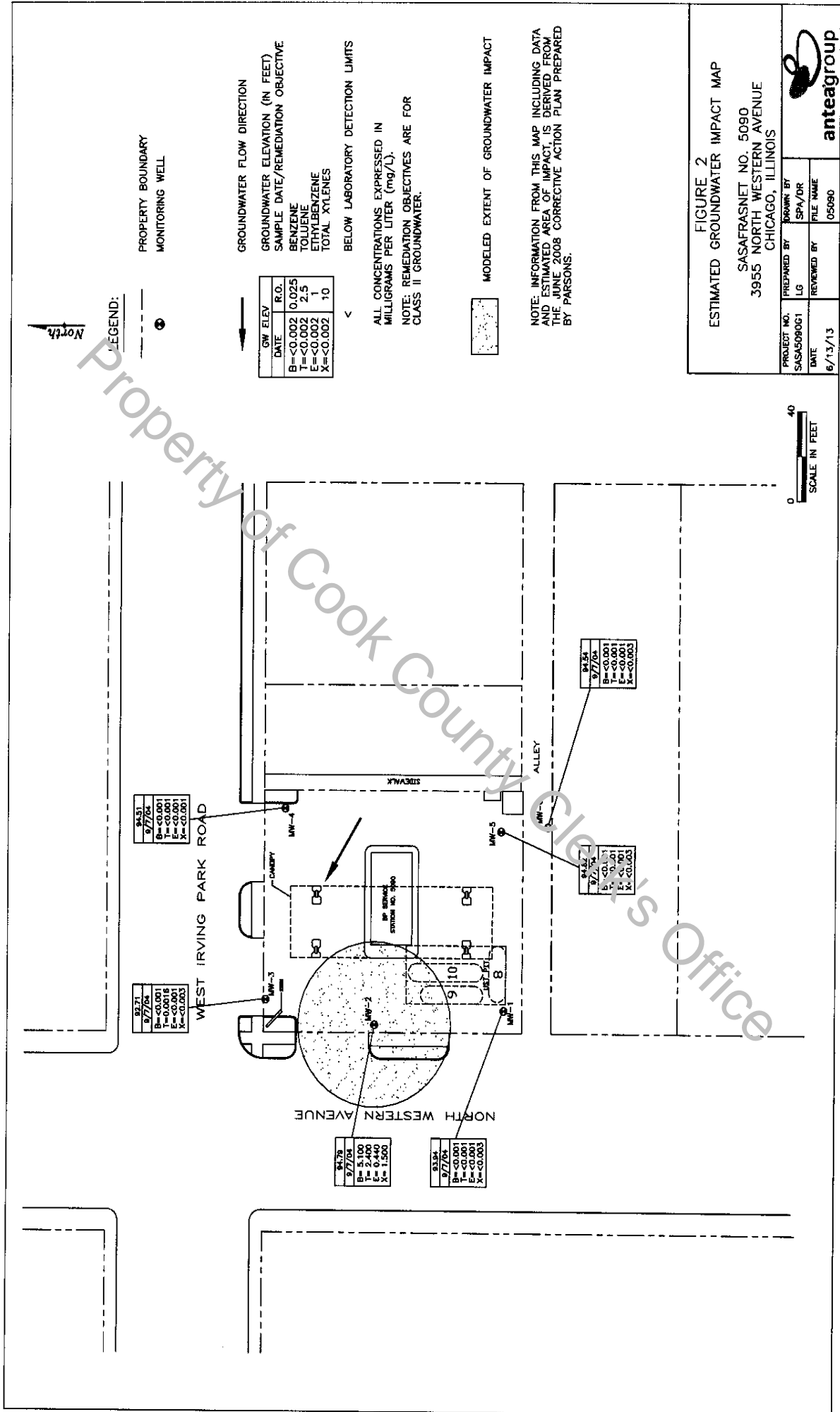
Attachment B
Estimated Soil Impact Map, Estimated Groundwater Impact Map, and Proposed Highway
Authority Agreement Map

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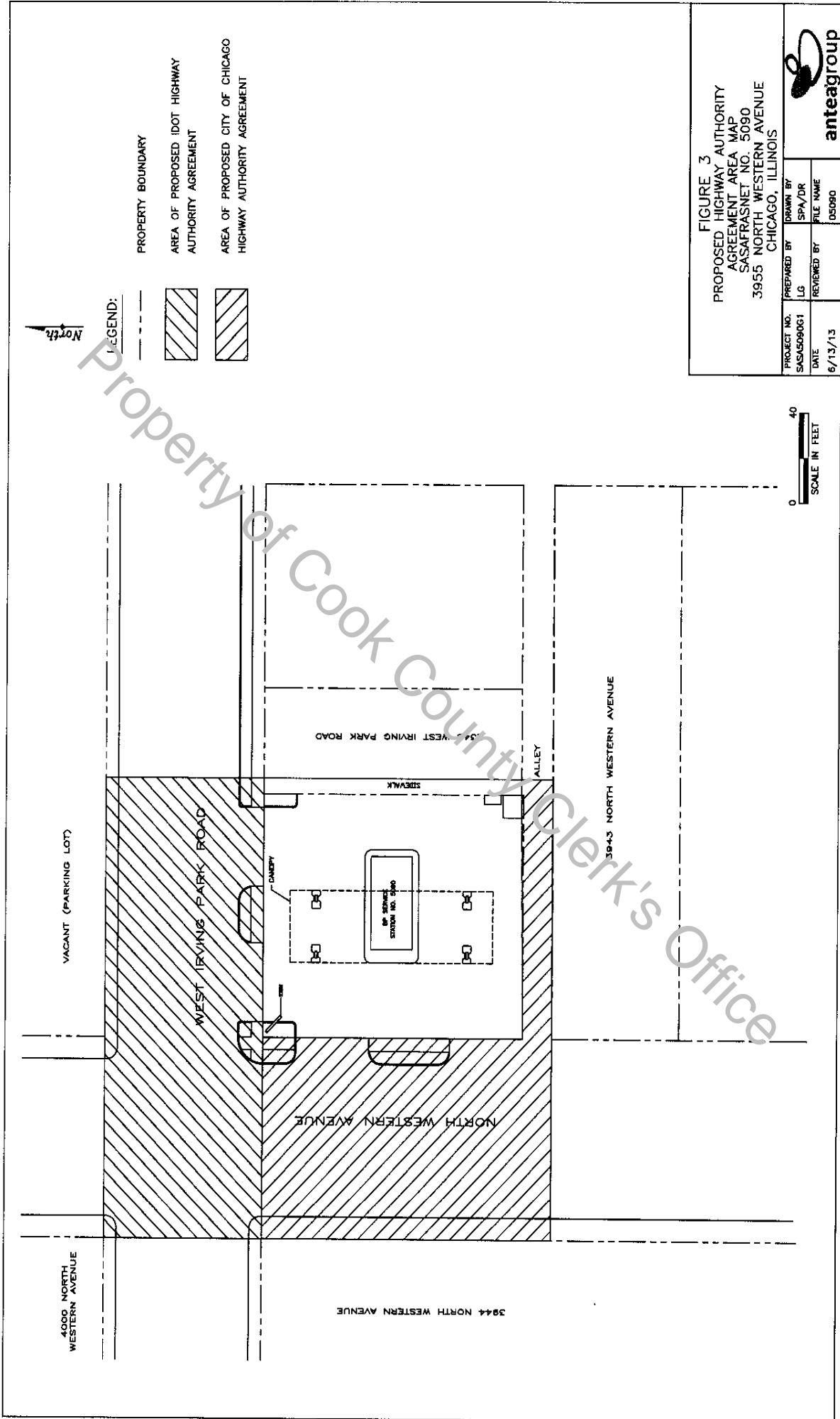
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Attachment C
Soil & Groundwater Analytical Tables

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TABLE 1
Soil BTEX Analytical Data

Sasafrasnet No. 5090
3955 North Western Avenue
Chicago, Cook County, Illinois

SAMPLE ID	DATE	DEPTH (FEET)	BENZENE	TOLUENE	ETHYLBENZENE	TOTAL XYLENES
B-1	04/15/02	4-6	< 0.0061	< 0.0061	< 0.0061	< 0.018
B-2	04/15/02	6-8	< 0.0063	0.0095	< 0.0063	< 0.019
B-3	04/15/02	6-8	1.5 ^{1,2,5}	< 1.2	40 ^{1,2}	11 ⁸
B-4	04/15/02	6-8	2.7 ^{1,2,5,6,8}	< 0.31	0.55	0.92
B-5	04/15/02	2-4	45 ^{1,2,3,5,6,8}	210 ^{1,2,8}	51 ^{1,2}	200 ^{1,2,8}
B-6	04/15/02	4-6	0.079 ¹	< 0.064	0.111	< 0.19
MW-1	01/28/03	2-4	0.18 ^{1,2}	0.36	0.24	0.88
MW-2	01/28/03	2-4	13 ^{1,2,3,5,6,8}	0.39	0.71	9.2 ⁸
MW-3	01/28/03	4-6	< 0.006	< 0.006	< 0.006	0.18
MW-4	01/28/03	6-8	< 0.0061	< 0.0061	< 0.0061	< 0.018
MW-5	01/28/03	4-6	< 0.0062	< 0.0062	< 0.0062	< 0.018
B-7	01/29/03	2-4	< 0.0063	< 0.0063	< 0.0063	< 0.0063
B-8	01/29/03	2-4	190 ^{1,2,3,4,5,6,8}	860 ^{1,2,5,6,8}	220 ^{1,2,8}	930 ^{1,2,5,6,8}
B-9	01/29/03	2-4	0.64 ^{1,2}	< 0.3	< 0.3	< 0.3
B-10	02/03/03	4-6	< 0.006	< 0.006	< 0.006	< 0.006
B-11	02/03/03	6-8	< 0.006	< 0.006	< 0.006	< 0.006
B-12	02/03/03	6-8	< 0.006	< 0.006	< 0.006	< 0.006
B-13	02/03/03	6-8	< 0.006	< 0.006	< 0.006	< 0.006
B-14	08/19/04	5-7	< 0.0006	< 0.0006	< 0.0006	< 0.018
B-15	08/19/04	5-7	< 0.0006	< 0.0006	< 0.0006	< 0.018
B-16	08/19/04	2-4	< 0.0006	< 0.0006	< 0.0006	< 0.019
B-5R	10/07/05	2-4	6 ^{1,2,5,6,8}	7.1	9	34 ⁸
B-8R	10/07/05	2-4	17 ^{1,2,3,5,6,8}	3.7	34 ^{1,2}	120 ⁸
SOIL COMPONENT TO GROUNDWATER INGESTION	CLASS I		0.03	12	13	150
	CLASS II*		0.17	20	19	150
INGESTION REMEDIATION OBJECTIVES	RESIDENTIAL		12	16,000	7,800	180,000
	COMMERCIAL		100	410,000	200,000	410,000
INHALATION REMEDIATION OBJECTIVES	RESIDENTIAL		0.8	650	400	320
	COMMERCIAL		1.6	650	400	320
CONSTRUCTION WORKER REMEDIATION OBJECTIVES	INGESTION		2,300	410,000	2,000	41,000
	INHALATION		2.2	42	58	5.8

1-Class I Soil Component to Groundwater Remediation Objective exceeded

2-Class II Soil Component to Groundwater Remediation Objective exceeded

3-Residential Ingestion Remediation Objective exceeded

4-Commercial Ingestion Remediation Objective exceeded

5-Residential Inhalation Remediation Objective exceeded

6-Commercial Inhalation Remediation Objective Exceeded

* This site has been evaluated based on Class II Remediation Objectives

7-Construction Worker Ingestion Remediation Objective exceeded

8-Construction Worker Inhalation Remediation Objective exceeded

Results in milligrams per kilogram (mg/kg)

Analyzed using USEPA Method 8020

All data reported as dry weight after 8/15/01.

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Table 2
Groundwater BTEX Analytical Data

Sasafrasnet No. 5090
3955 North Western Avenue
Chicago, Cook County, Illinois

SAMPLE ID	DATE	BENZENE	TOLUENE	ETHYLBENZENE	TOTAL XYLENES
MW-1	02/25/03	< 0.001	< 0.001	< 0.001	< 0.003
	09/07/04	< 0.001	< 0.001	< 0.001	< 0.003
MW-2	02/25/03	6.7 ^{1,2}	2	0.29	0.95
	09/07/04	5.1 ^{1,2}	2.4	0.44	1.5
MW-3	02/25/03	< 0.001	< 0.001	< 0.001	< 0.003
	09/07/04	< 0.001	0.0016	< 0.001	< 0.003
MW-4	02/25/03	< 0.001	< 0.001	< 0.001	< 0.003
	09/07/04	< 0.001	< 0.001	< 0.001	< 0.001
MW-5	02/25/03	< 0.001	< 0.001	< 0.001	< 0.003
	09/07/04	< 0.001	< 0.001	< 0.001	< 0.003
MW-6	09/07/04	< 0.001	< 0.001	< 0.001	< 0.003
GROUNDWATER REMEDIALTION OBJECTIVES	CLASS I	0.005	1	0.7	10
	CLASS II*	0.025	2.5	1	10

1 = Class I Remediation Objectives exceeded

2 = Class II Remediation Objectives exceeded

* This site has been evaluated based on Class II Remediation Objectives

Analytical Method: EPA 8021

Results in milligrams per liter (mg/l)

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Attachment D

Illinois Environmental Protection Agency Highway Authority Agreement Form

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HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this 6th day of August, 2013 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Sasafrasnet Beep-Beep, LLC ("Owner/Operator") and (2) City of Chicago ("Highway Authority"), collectively known as the "Parties."

WHEREAS, Sasafrasnet Beep-Beep, LLC is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 3955 North Western Avenue, Chicago, IL ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks ("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) 20020508 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 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.

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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:

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

Owner/Operator
 Sasafrasnet Beep-Beep, LLC
 13555 Bishops Court, Suite 100
 Brookfield, WI 53005

Raul Valdivia, Ph.D.
 Chief Engineer, UST /LUST Section
 City of Chicago Department of Public Health
 333 S. State St., Room 200
 Chicago, Illinois 60604

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

Date: 8/6/13

City of Chicago
By: *Raul Valdivia*
Raul Valdivia
Chief Engineer, UST/LUST Section

Date: 7/3/2013

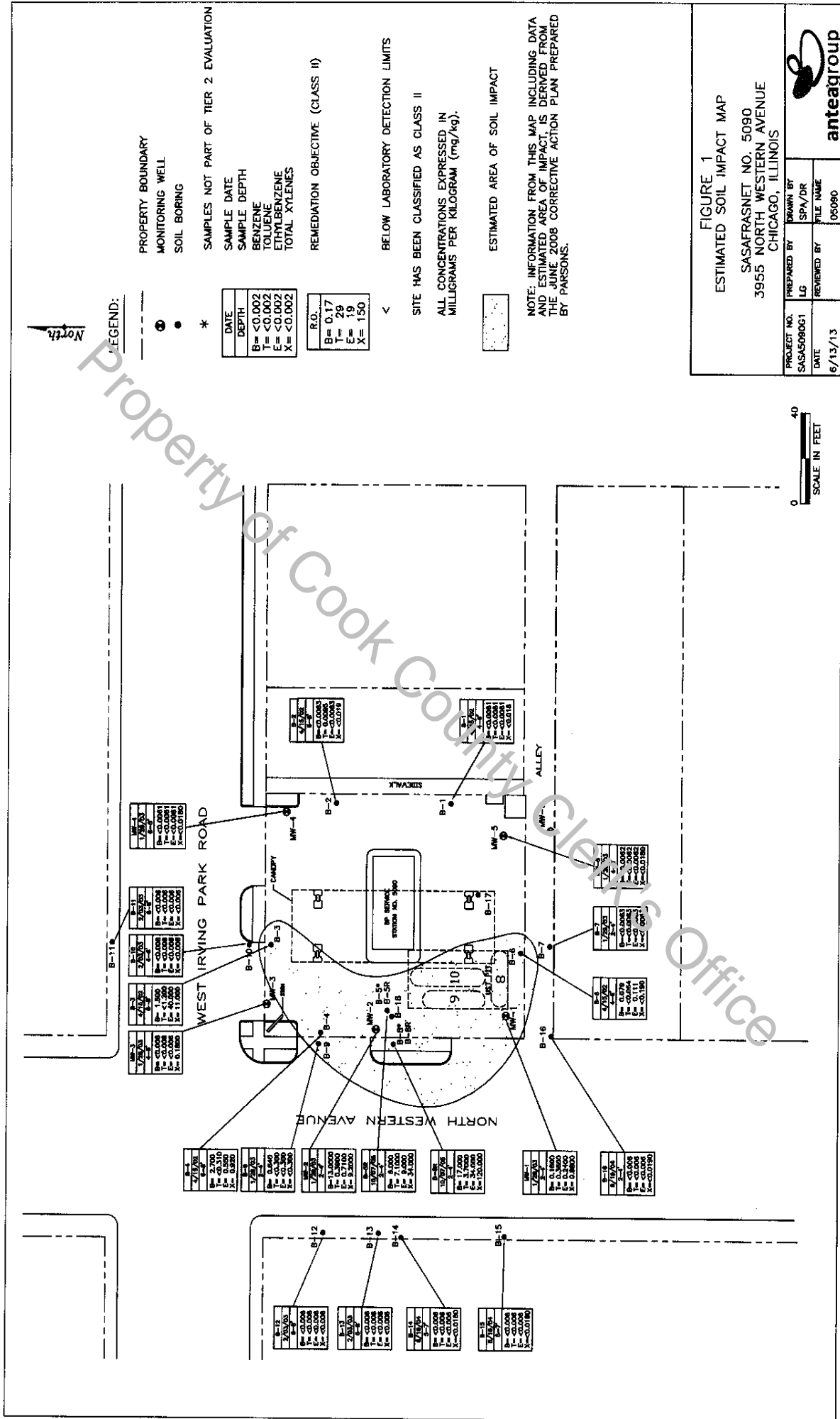
Owner/Operator
By: *Will Payne, Jr.*
Will Payne, Jr.
Sasafrasnet Beep Beep, LLC
Title: President

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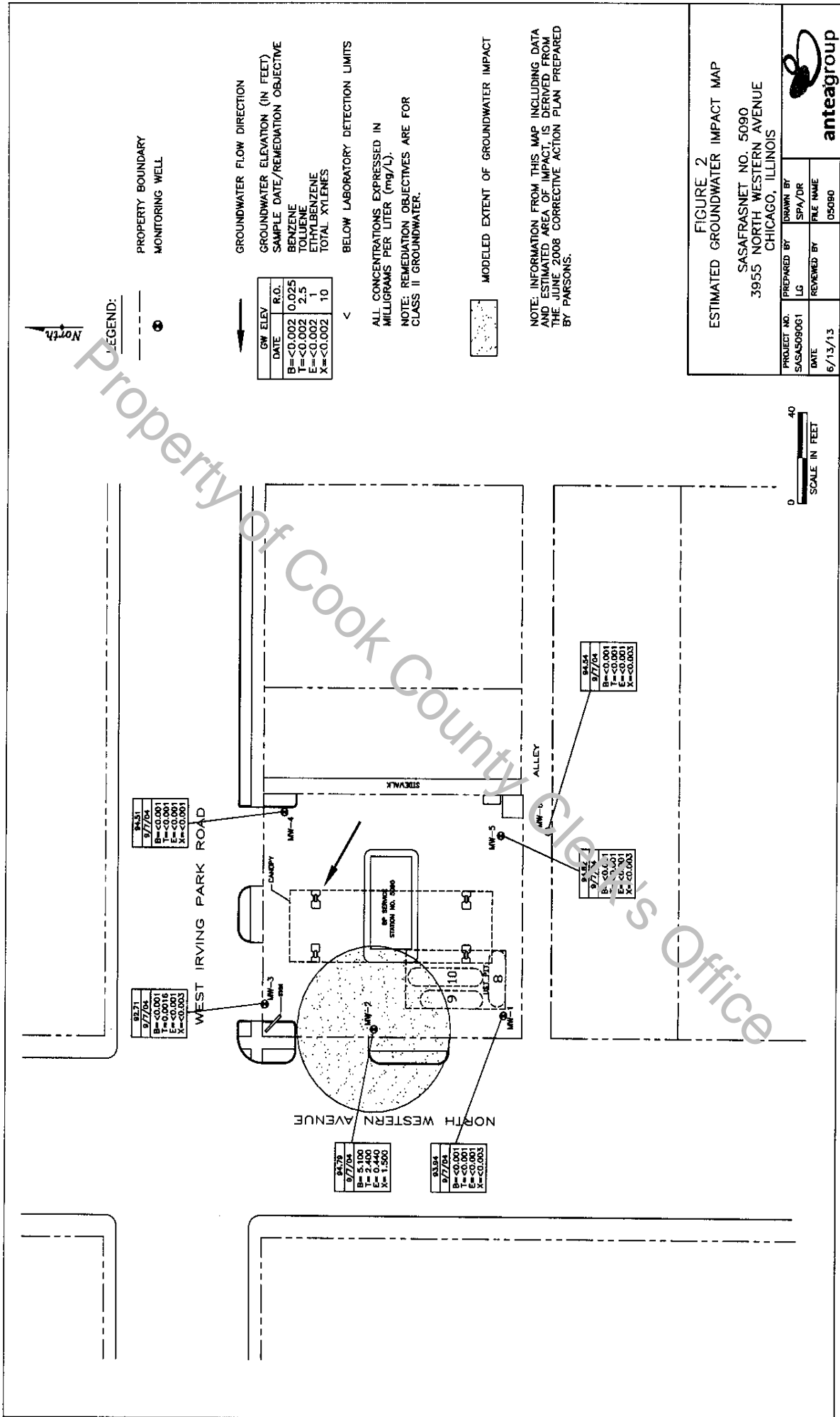
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Exhibit A
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Exhibit B
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TABLE 1
Soil BTEX Analytical Data

Sasafrasnet No. 5090
3955 North Western Avenue
Chicago, Cook County, Illinois

SAMPLE ID	DATE	DEPTH (FEET)	BENZENE	TOLUENE	ETHYLBENZENE	TOTAL XYLENES
B-1	04/15/02	4-6	< 0.0061	< 0.0061	< 0.0061	< 0.018
B-2	04/15/02	6-8	< 0.0063	0.0095	< 0.0063	< 0.019
B-3	04/15/02	6-8	1.5 ^{1,2,5}	< 1.2	40 ^{1,2}	11 ⁸
B-4	04/15/02	6-8	2.7 ^{1,2,5,6,8}	< 0.31	0.55	0.92
B-5	04/15/02	2-4	45 ^{1,2,3,5,6,8}	210 ^{1,2,8}	51 ^{1,2}	200 ^{1,2,8}
B-6	04/15/02	4-6	0.079 ¹	< 0.064	0.111	< 0.19
MW-1	01/28/03	2-4	0.18 ^{1,2}	0.36	0.24	0.88
MW-2	01/28/03	2-4	13 ^{1,2,3,5,6,8}	0.39	0.71	9.2 ⁸
MW-3	01/28/03	4-6	< 0.006	< 0.006	< 0.006	0.18
MW-4	01/28/03	6-8	< 0.0061	< 0.0061	< 0.0061	< 0.018
MW-5	01/28/03	4-6	< 0.0062	< 0.0062	< 0.0062	< 0.018
B-7	01/29/03	2-4	< 0.0063	< 0.0063	< 0.0063	< 0.0063
B-8	01/29/03	2-4	190 ^{1,2,3,4,5,6,8}	860 ^{1,2,5,6,8}	220 ^{1,2,8}	930 ^{1,2,5,6,8}
B-9	01/29/03	2-4	0.64 ^{1,2}	< 0.3	< 0.3	< 0.3
B-10	02/03/03	4-6	< 0.006	< 0.006	< 0.006	< 0.006
B-11	02/03/03	6-8	< 0.006	< 0.006	< 0.006	< 0.006
B-12	02/03/03	6-8	< 0.006	< 0.006	< 0.006	< 0.006
B-13	02/03/03	6-8	< 0.006	< 0.006	< 0.006	< 0.006
B-14	08/19/04	5-7	< 0.0006	< 0.0006	< 0.0006	< 0.018
B-15	08/19/04	5-7	< 0.0006	< 0.0006	< 0.0006	< 0.018
B-16	08/19/04	2-4	< 0.0006	< 0.0006	< 0.0006	< 0.019
B-5R	10/07/05	2-4	6 ^{1,2,5,6,8}	7.1	9	34 ⁸
B-8R	10/07/05	2-4	17 ^{1,2,3,5,6,8}	3.7	34 ^{1,2}	120 ⁸
SOIL COMPONENT TO GROUNDWATER INGESTION	CLASS I		0.03	12	13	150
	CLASS II*		0.17	20	19	150
INGESTION REMEDIATION OBJECTIVES	RESIDENTIAL		12	10,000	7,800	160,000
	COMMERCIAL		100	410,000	290,000	410,000
INHALATION REMEDIATION OBJECTIVES	RESIDENTIAL		0.8	650	400	320
	COMMERCIAL		1.6	650	400	320
CONSTRUCTION WORKER REMEDIATION OBJECTIVES	INGESTION		2,300	410,000	230,000	41,000
	INHALATION		2.2	42	58	5.6

1-Class I Soil Component to Groundwater Remediation Objective exceeded

2-Class II Soil Component to Groundwater Remediation Objective exceeded

3-Residential Ingestion Remediation Objective exceeded

4-Commercial Ingestion Remediation Objective exceeded

5-Residential Inhalation Remediation Objective exceeded

6-Commercial Inhalation Remediation Objective Exceeded

* This site has been evaluated based on Class II Remediation Objectives

7-Construction Worker Ingestion Remediation Objective exceeded

8-Construction Worker Inhalation Remediation Objective exceeded

Results in milligrams per kilogram (mg/kg)

Analyzed using USEPA Method 8020

All data reported as dry weight after 8/15/01.

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Table 2
Groundwater BTEX Analytical Data

Sasafrasnet No. 5090
3955 North Western Avenue
Chicago, Cook County, Illinois

SAMPLE ID	DATE	BENZENE	TOLUENE	ETHYLBENZENE	TOTAL XYLENES
MW-1	02/25/03	< 0.001	< 0.001	< 0.001	< 0.003
	09/07/04	< 0.001	< 0.001	< 0.001	< 0.003
MW-2	02/25/03	6.7 ^{1,2}	2	0.29	0.95
	09/07/04	5.1 ^{1,2}	2.4	0.44	1.5
MW-3	02/25/03	< 0.001	< 0.001	< 0.001	< 0.003
	09/07/04	< 0.001	0.0016	< 0.001	< 0.003
MW-4	02/25/03	< 0.001	< 0.001	< 0.001	< 0.003
	09/07/04	< 0.001	< 0.001	< 0.001	< 0.001
MW-5	02/25/03	< 0.001	< 0.001	< 0.001	< 0.003
	09/07/04	< 0.001	< 0.001	< 0.001	< 0.003
MW-6	09/07/04	< 0.001	< 0.001	< 0.001	< 0.003
GROUNDWATER REMEDIALTION OBJECTIVES	CLASS I	0.005	1	0.7	10
	CLASS II*	0.020	2.5	1	10

1 = Class I Remediation Objectives exceeded

2 = Class II Remediation Objectives exceeded

* This site has been evaluated based on Class II Remediation Objectives

Analytical Method: EPA 8021

Results in milligrams per liter (mg/l)

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Exhibit C

Property of Cook County Clerk's Office

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Attachment E

Form No. DOE.ROW.07

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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.**

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 _____

Phone No. _____

Nature of Work

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).