



Doc#: 1620845022 Fee: \$100.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/26/2016 09:03 AM Pg: 1 of 12

## HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this 8<sup>th</sup> day of July, 2016 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 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 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 contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s). Groundwater is not contaminated above the applicable Tier 1 residential remediation objectives.
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

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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. 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.

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  
Manager  
Illinois Environmental Protection Agency  
P.O. Box 19276  
Springfield, IL 62974-9276

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

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

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

**City of Chicago**

Date: 7/8/16 By: *Raul Valdivia*  
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: *Todd A Bancroft*  
Name: Todd A. Bancroft  
Its: Senior Vice President  
Date: 6/28/16

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: 6/28/16

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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: 6/28/14


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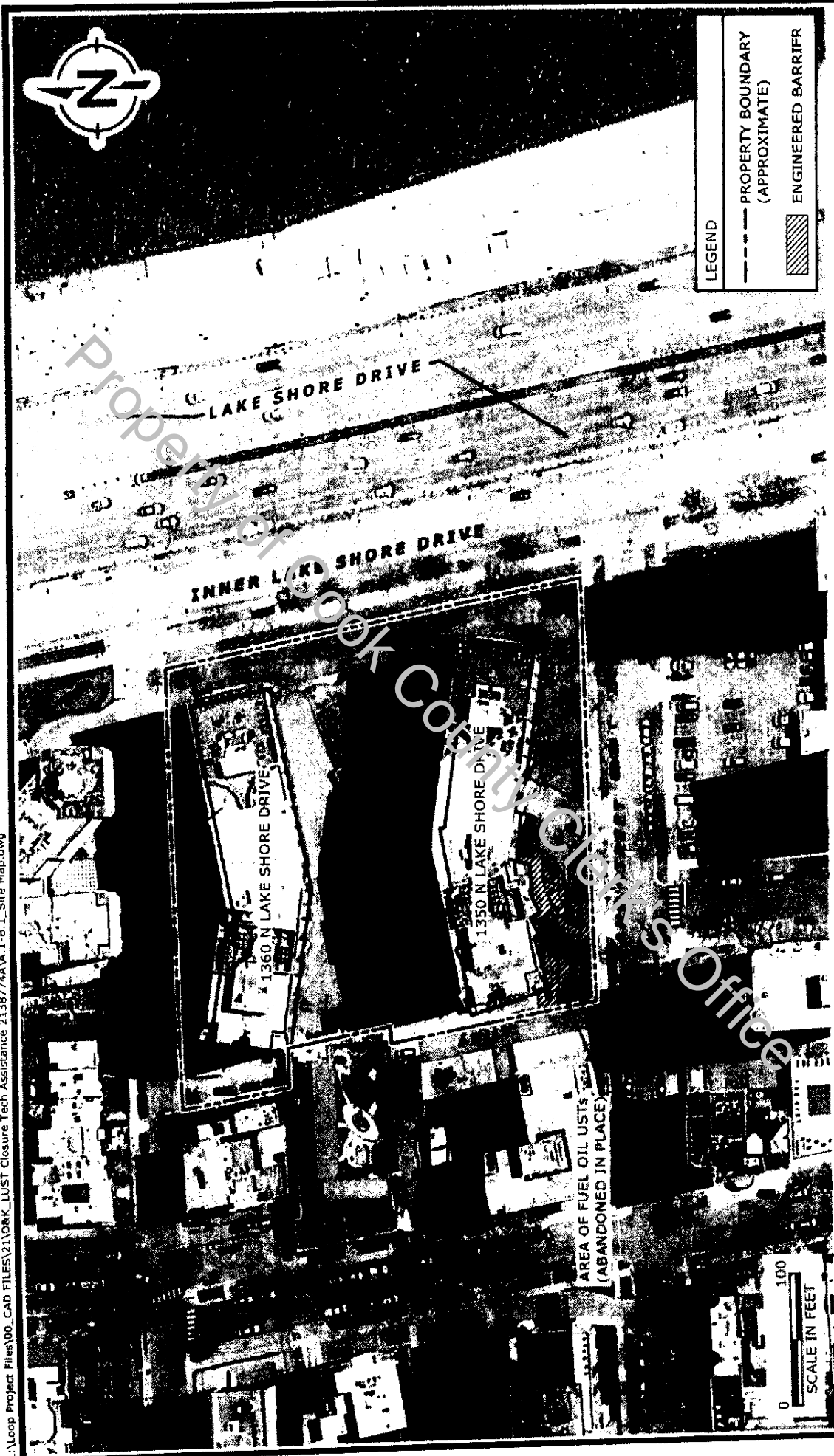
**Exhibit A**

**Site Map: Area of Contamination**

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

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

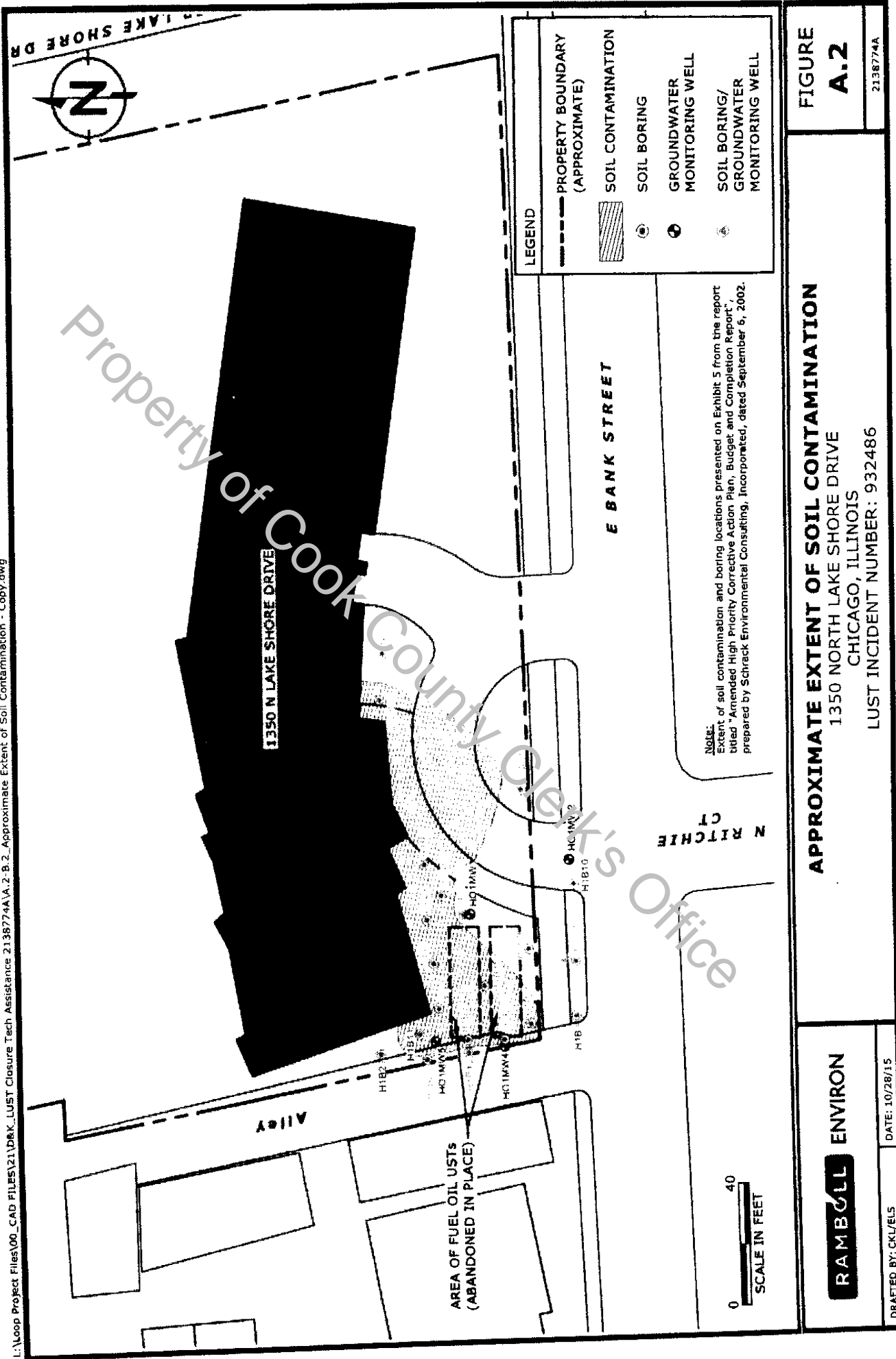
**RAMBOLL ENVIRON**

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



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L:\Loop Project Files\00\_CAD FILES\21\DR&K\_LUST Closure Tech Assistance 2138774\A.2-B.2\_Approximate Extent of Soil Contamination - Copy.dwg



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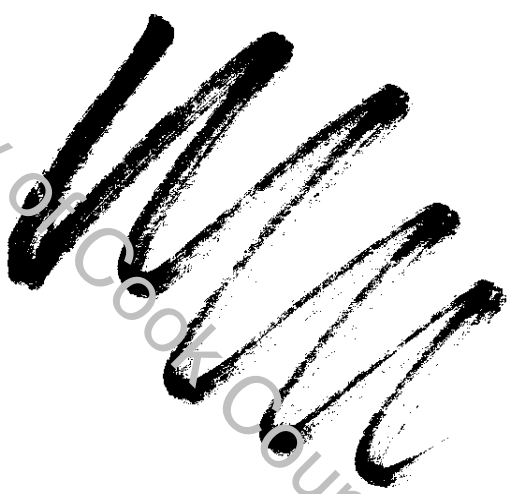


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## Exhibit B

### Exceedances of Tier 1 Residential Soil Remediation Objectives

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A large, thick, black scribble consisting of several overlapping, diagonal strokes, obscuring the text "Property of Cook County Clerk's Office" and the main content of the page.

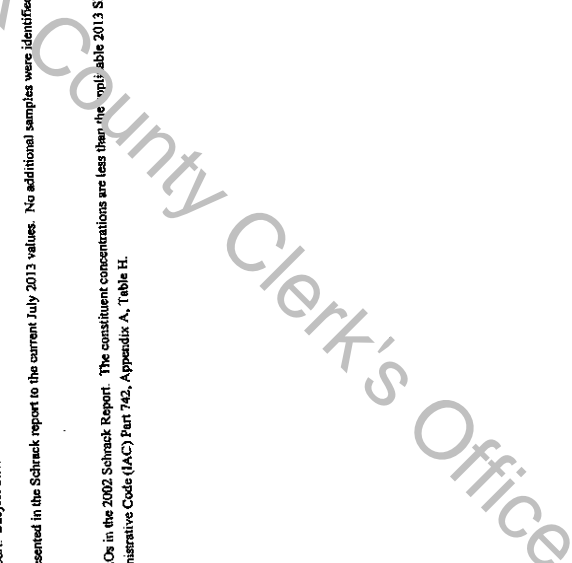
Note: There were no exceedances of the applicable Tier 1 Groundwater Remediation Objectives for groundwater samples collected in the area covered by this Highway Authority Agreement.

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**Table B.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													
	Residential Route Specific Values for Soil	Ingestion	H1B1	H1B2	H1B3	H1B4	H1B5	H1B6	H1B7	H1B8	H1B9	H1B10	H1B11	H1B12	H1B14	H1B15	H1B16	H1B17	H1B18	H1B19	H1B20	H1B21	H1B22	
			10-12	10-12	10-12	10-12	10-12	10-12	10-12	10-12	10-12	10-12	9-11	9-11	9-11	2-4	2-4	2-4	10-12	10-12	10-12	10-12	10-12	10-12
Benzene	12	0.02	<0.02	<0.02	0.0179	0.0183	0.0179	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Toluene	16000	0.0187	0.0079	0.0074	0.0097	0.0094	0.0097	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Ethylbenzene	7800	0.005	<0.005	0.0068	0.0068	0.0068	0.0068	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Xylene	16000	0.039	0.0068	0.0068	0.0068	0.0068	0.0068	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Naphthalene	1600	0.140	0.051	0.027	0.060	0.060	0.060	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Acenaphthene	4700	0.314	0.059	<0.050	0.126	0.126	0.126	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Fluorene	3100	0.307	<0.050	<0.050	0.117	0.117	0.117	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Anthracene	231000	0.781	0.146	<0.050	0.247	0.247	0.247	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Fluoranthene	3100	2.750	1.110	<0.050	1.380	1.380	1.380	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Pyrene	2300	1.350	0.602	0.010	0.683	0.683	0.683	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Benzofluoranthene <sup>2</sup>	11	1.380	0.649	<0.050	0.747	0.747	0.747	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Chrysene	88	1.150	0.566	0.017	0.592	0.592	0.592	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Benzokjfluoranthene <sup>3</sup>	1.5	1.380	0.554	0.015	0.755	0.755	0.755	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Benzofluoranthene	9	1.610	0.701	0.022	0.819	0.819	0.819	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Benz(a)pyrene <sup>4</sup>	1.3	1.900	0.356	<0.025	0.523	0.523	0.523	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Indeno(1,2,3-cd)pyrene <sup>5</sup>	0.9	0.292	0.115	<0.020	0.217	0.217	0.217	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Dibenz(a,h)anthracene <sup>6</sup>	0.20	0.292	0.115	<0.020	0.217	0.217	0.217	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02

**Notes:**  
 Results expressed in milligrams per kilogram (mg/kg).  
 Data from Table 2, "High Priority Corrective Action Plan, Budget and Completion Report. Subject Site: 1350 North Lake Shore Drive, Chicago, Illinois 60610, LFCM 0316085300 - Cook County, ILLUST Incident Number: 932486." Prepared by Schrack Environmental Consulting, Inc., dated September 6, 2002. ("2002 Schrack Report")  
 Soil Remediation Objectives (SROs) have been updated from the June 1998 values presented in the Schrack 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 Schrack Report. The constituent concentrations 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 H.



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**Exhibit C**

**Limits of Highway Authority Agreement**

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