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Village of Glenview
Attn: Community Development Director
2500 E. Lake Avenue
Glenview, Illinois 60026



Doc# 2104919071 Fee \$79.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/18/2021 02:57 PM PG: 1 OF 15

[Above space reserved for Recorder]

Highway Authority Agreement

This Highway Authority Agreement ("Agreement") is entered into this 2nd day of December, 2020 pursuant to 35 Illinois Administrative Code (IAC) 742.1020 by and between Kaloco Oil Company, an Illinois corporation ("Owner/Operator") and the Village of Glenview, an Illinois municipal corporation and home rule unit of local government ("Village") (collectively, the Owner/Operator and Village are the "Parties").

Whereas, Kaloco Oil Company is the owner or operator of one (1) or more leaking underground storage tanks presently or formerly located at 242 Waukegan Road, Glenview, Illinois ("Site");

Whereas, as a result of one (1) 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 IAC 742;

Whereas, the soil and/or groundwater contamination exceeding the Tier 1 residential remediation objectives extends or may extend into the Village's Right-of-Way generally located: (1) north of the Site, known as Colfax Avenue, and (2) west of the Site, known as the alley (collectively, "Right-of-Way");

Whereas, the Owner/Operator is conducting corrective action in response to the above referenced Release(s);

Whereas, the Parties desire to prevent groundwater beneath the 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.

RECORDED FEE 29.00
DATE 2-18-2021 BY BC

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Now, Thereof, 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 ("IEMA") has assigned Leaking Underground Storage Tank ("LUST") Incident Number 911625 to the Release(s) associated with the 242 Waukegan Road, Glenview, Illinois.
3. Attached as Exhibit A is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates both the current and estimated future extent of both soil and groundwater contamination above the applicable Tier 1 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 ("CoC") that exceeds the Tier 1 residential remediation objectives, lists the Tier 1 remediation objective and the concentrations within the zone where the Tier 1 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 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 Village stipulates it has jurisdiction over the Right-of-Way that gives it sole control over access to the soil located within or beneath the Right-of-Way.
7. The Village agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 remediation objectives.
8. The Village 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 both during and after any access. The Village 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 Village and others using or working in the Right-of-Way under permit have the right to remove soil and/or groundwater from the Right-of-way and dispose of the same in accordance with applicable environmental laws and regulations. The Village agrees to issue all permits for work in the Right-of-Way, and will 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 and/or groundwater that exceeds the Tier 1 remediation objectives of 35 IAC 742. The permittee shall take all measures necessary to protect human health

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(including worker safety) and the environment during and after any access to such soil and/or groundwater."

9. This Agreement shall be referenced in the final Illinois Environmental Protection Agency (IEPA) ("Agency") No Further Remediation ("NFR") determination letter issued upon completion of the remedial efforts associated with the Release(s).
10. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This Agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this Agreement as if the transferee were an original 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 writing that references this Agreement and is signed by the Village or subsequent transferor, and the transferee.
11. This Agreement shall become effective as a Highway Authority Agreement on the date the IEPA issues a No Further Remediation determination for the Release(s). It shall remain effective as a Highway Authority Agreement until the Right-of-Way is demonstrated to be suitable for unrestricted use and the IEPA issues a new NFR determination to reflect there is no longer a need for this Agreement, or until the Agreement is otherwise terminated or voided.
12. In addition to any other remedies that may be available, the IEPA may bring suit to enforce the terms of this Agreement or may in its sole discretion, declare this Agreement null and void if any of the Parties or any transferee violates any term of this Agreement. The Parties or transferee shall be notified in writing of any such declaration.
13. This Agreement shall be null and void as a Highway Authority Agreement if a court of competent jurisdiction strikes down any part or provision of the Agreement.
14. This Agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein, but excluding the Parties' Cost Reimbursement Agreement. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
15. Any notices or other correspondence regarding this Agreement shall be sent to the Parties at the following addresses:

If to Owner/Operator:

Kaloco Oil Company
1440 Renaissance Drive, Ste
260
Park Ridge, Illinois 60068

If to the Village:

Village of Glenview
Attn: Mr. Jeff Brady
Director of Community Development
2500 E. Lake Avenue
Glenview, Illinois 60026

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With a copy to:

Ancel Glink, P.C.

Attn: Mr. Gregory W. Jones

140 S. Dearborn Street, 6th Floor

Chicago, Illinois 60603

16. This Agreement is not binding upon the Village until it is executed by the undersigned representative of the Village. Prior to execution by the undersigned representative of the Village, this Agreement constitutes an offer by Owner/Operator. The duly authorized representatives of Owner/Operator have signed this Agreement and this Agreement is binding upon them, their successors and assigns.
17. Both the IEPA and the Village must review and approve this Agreement, and this Agreement shall be referenced in the IEPA's NFR determination and in the Chain of Title for the Site in Cook County. This Agreement shall be null and void as a Highway Authority Agreement should the IEPA or the Village not approve it or should it not be referenced in the NFR determination.
18. The Owner/Operator agrees to defend, indemnify, and hold harmless the Village and its officials, employees, agents, and contractors for all obligations asserted against or costs incurred by them, including reasonable attorney's fees and court costs, associated with the release of Contaminants from the Site related to LUST Incident Number 911625, regardless whether said obligations or costs were caused by negligence, but not the gross negligence, of them.
19. As an additional consideration, Owner/Operator agrees to reimburse the Village for reasonable costs to protect human health and the environment, including, but not limited to, identifying, investigating, handling, storing and disposing of contaminated soil and/or groundwater in the Right-of-Way as a result of the release of contaminants at the Site related to LUST Incident Number 911625. It has been determined that the Village has not incurred any reimbursable costs at the time this Agreement is executed by the undersigned representative of the Village. If future costs are incurred, a cashier's check made payable to the "Village of Glenview" shall be tendered to the Village upon demand by the Village.
20. Violation of the terms of this Agreement by Owner/Operator, or their successors in interest, may be grounds for avoidance of this Agreement as a Highway Authority Agreement. Violation of the terms of this Agreement by the Village will not void this Agreement, unless the IEPA has determined that the violation is grounds for voiding this Agreement and the Village has not cured the violation within such time as the IEPA has granted.
21. This Agreement is in settlement of claims the Village may have arising from the release of contaminants into the Right-of-Way associated with Leaking Underground Storage Tank (LUST) —Incident Number 911625.

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22. Prior to accessing or granting access to the soil and/or groundwater as provided in Paragraph 8 herein, the Village will first give Owner/Operator written notice (unless the Village determines there is an immediate threat to the health or safety to any individual or to the public) that it intends to perform a site investigation in the Right-of-Way and remove or dispose of contaminated soil and/or groundwater to the extent necessary for its work.

The removal or disposal shall be based upon the site investigation (which may be modified by field conditions during excavation). A copy of the site investigation report will be provided to the Owner/Operator. If practicable, as reasonably determined by the Village, the Village may provide Owner/Operator with an opportunity to perform the site investigation and to remove and dispose of the contaminated soils and/or groundwater necessary for the Village work in advance of that work.

The Owner/Operator shall reimburse the reasonable costs incurred by the Village to perform the site investigation and to dispose of any contaminated soil and/or groundwater associated with LUST Incident Number 911625 provided, however, that if notice to Owner/Operator has not been given and there was no immediate threat to human health or safety, reimbursement for those costs associated with the Release(s) associated with LUST Incident Number 911625 shall be limited to \$10,000.00. Should Owner/Operator not reimburse the reasonable costs under the conditions set forth herein, this Agreement shall be null and void, at the Village's option, upon written notice to Owner/Operator by the Village that those costs have not been reimbursed. Owner/Operator may cure that problem within twenty (20) working days by making payment, or may seek to enjoin that result.

23. The Village's sole responsibility under this Agreement with respect to others using the Right-of-Way under permit from the Village is to include the following, or similar language, in the future standard permit provisions and to make an effort to notify its current permit holders of the following:

"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 and/or groundwater that exceeds Tier 1 remediation objectives of 35 IAC 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 and/or groundwater."

The Owner/Operator hereby releases the Village from liability for breach of this Agreement by others under permit and agrees to defend and indemnify the Village against claims that may arise from others under permit causing a breach of this Agreement. Owner/Operator agrees that its personnel, if any, at the Site who are aware of this Agreement will notify anyone they know is excavating in the Right-of-Way about this Agreement.

24. Should the Village breach this Agreement, Owner/Operator's sole remedy is for an action for damages in the Cook County Circuit Court. Any and all claims for damages against

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the Village, its agents, contractors, employees or its successors in interest at any time for a breach of this agreement are limited to an aggregate maximum of \$10,000.00. The Owner/Operator hereby releases the Village, its officers, agents, contractors, employees and its successors in interest 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 and/or groundwater in the highway Right-of-Way. Should the Village convey, vacate or transfer jurisdiction of that highway Right-of-Way, Owner/Operator may pursue an action under this Agreement against the successors in interest, other than a State agency, in a court of law.

25. This Agreement is entered into by the Village in recognition of laws passed by the General Assembly and regulations adopted by the Pollution Control Board which encourage a tiered approach to remediating environmental contamination. This Agreement is entered into by the Village in the spirit of those laws and under its right and obligations as a highway authority.

Should any provisions of the Agreement be struck down as beyond the authority of the Village, this Agreement shall be null and void.

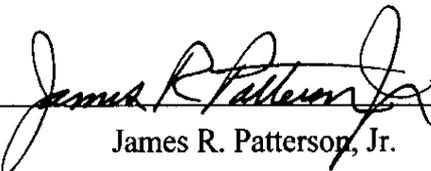
IN WITNESS WHEREOF, Kaloco Oil Company has caused this Agreement to be signed by its duly authorized representative.

By:  _____ Date: 12/2/20

Name: George Bickaris

Title: President, Kaloco Oil Co

IN WITNESS WHEREOF, the Village of Glenview has caused this Agreement to be signed by its duly authorized representative.

By:  _____ Date: 12-10-20
James R. Patterson, Jr.
Village President

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Exhibit A

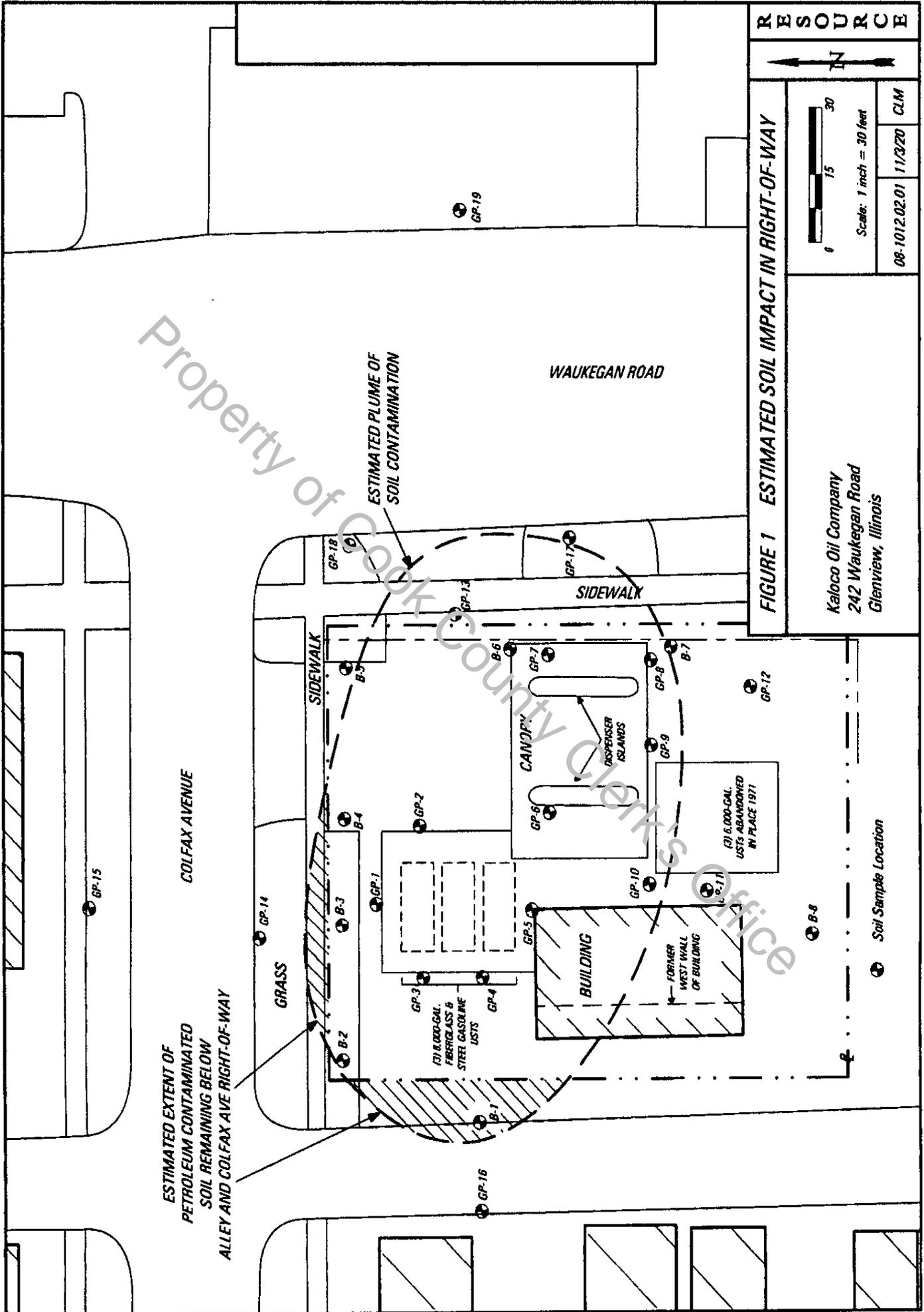
Site Map

[Attached]

COOK COUNTY
RECORDER OF DEEDS

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Exhibit B

Data Tables

[Attached]

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RECORDER OF DEEDS

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Table I
Laboratory Analytical Summary - Early Action
BTEX in Soil Samples
(values in mg/kg)

Sample ID	B-1 (S'-7')	B-6 (S'-7')	B-7 (S'-7')	Illinois EPA Remediation Objectives								
	June 13, 1991			Residential				Industrial-Commercial				
				Ingestion	Inhalation	Groundwater Ingestion	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation
Benzene	<0.75	<0.57	0.0049	12	0.8	0.03	100	1.6	2,300	2.2		
Toluene	10.2	0.90	0.0124	16,000	650	12	410,000	650	410,000	42		
Ethylbenzene	5.9	2.2	0.878	7,800	400	13	200,000	400	20,000	58		
Total Xylenes	40.1	6.0	1.37	16,000	320	150	410,000	320	41,000	5.6		
TEXT	Concentration exceeds Illinois EPA remediation objective.											
TEXT	Detection limit exceeds Illinois EPA remediation objective.											
TEXT	Remediation objective exceeded by soil concentration.											

Table II
Laboratory Analytical Summary - Early Action
BTEX in Groundwater Samples
(values in mg/L)

Sample ID	B-2	B-3	B-4	Illinois EPA Remediation Objectives	
	June 13, 1991			Groundwater Objective Class I	Groundwater Objective Class II
Benzene	1.88	3.5	3.04	0.005	0.075
Toluene	2.73	6.5	5.4	1	2.5
Ethylbenzene	1.66	1.5	3.2	0.7	1.0
Total Xylenes	8.3	6.1	11.6	10	10
TEXT	Concentration exceeds Illinois EPA remediation objective.				
TEXT	Remediation objective exceeded by soil concentration.				

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Table III
Laboratory Analytical Summary - Stage 1 Site Investigation
BTEX in Soil Samples
(values in mg/kg)

Sample ID	GP-1 (4-6')	GP-1 (9-10')	GP-2 (4-6')	GP-2 (9-10')	GP-3 (4-6')	GP-3 (9-10')	GP-4 (4-6')	Illinois EPA Remediation Objectives						
								Groundwater Ingestion		Residential		Industrial-Commercial		Construction Worker
Sampling Date	June 11, 2014							Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	
Benzene	3.41	< 0.005	7.79	< 0.005	2.95	< 0.005	2.69	0.03	12	0.8	100	1.6	2,300	2.2
Toluene	< 0.5	< 0.005	< 0.5	< 0.005	< 0.5	< 0.005	< 0.5	12	16,000	650	410,000	650	410,000	42
Ethylbenzene	8.66	< 0.005	35.2	< 0.005	24.1	< 0.005	53.6	13	7,800	400	200,000	400	20,000	58
Total Xylenes	2.48	< 0.005	16	< 0.005	1.26	< 0.005	62.9	150	16,000	320	410,000	320	41,000	5.6
TEXT	Concentration exceeds Illinois EPA remediation objective.													
TEXT	Remediation objective exceeded by soil concentration.													

Table III cont.
Laboratory Analytical Summary - Stage 1 Site Investigation
BTEX in Soil Samples
(values in mg/kg)

Sample ID	GP-4 (9-10')	GP-5 (4-6')	GP-5 (9-10')	GP-6 (4-6')	GP-6 (9-10')	GP-7 (4-6')	GP-7 (9-10')	Illinois EPA Remediation Objectives						
								Groundwater Ingestion		Residential		Industrial-Commercial		Construction Worker
Sampling Date	June 11, 2014							Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	
Benzene	< 0.005	3.29	0.0331	40.5	4.36	1.7	< 0.005	0.03	12	0.8	100	1.6	2,300	2.2
Toluene	< 0.005	< 0.5	< 0.005	54	0.0167	< 0.5	< 0.005	12	16,000	650	410,000	650	410,000	42
Ethylbenzene	< 0.005	65	< 0.005	93.5	0.0099	21.4	< 0.005	13	7,800	400	200,000	400	20,000	58
Total Xylenes	< 0.005	57.2	0.0094	474	0.0713	17.7	< 0.005	150	16,000	320	410,000	320	41,000	5.6
TEXT	Concentration exceeds Illinois EPA remediation objective.													
TEXT	Remediation objective exceeded by soil concentration.													

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Table III cont.
Laboratory Analytical Summary - Stage 1 Site Investigation
BTEX in Soil Samples
(values in mg/kg)

Sample ID	June 11, 2014					Illinois EPA Remediation Objectives								
	GP-8 (4'-6')	GP-8 (9'-10')	GP-9 (4'-6')	GP-9 (9'-10')	GP-10 (4'-6')	GP-10 (9'-10')	Groundwater Ingestion	Residential		Industrial-Commercial		Construction Worker		
Sampling Date	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation
Benzene	0.017	< 0.005	7.93	< 0.005	0.547	< 0.005	0.03	12	0.8	100	1.6	2,300	2,300	2.2
Toluene	< 0.005	< 0.005	< 0.5	< 0.005	< 0.5	< 0.005	12	16,000	650	410,000	650	410,000	410,000	42
Ethylbenzene	< 0.005	< 0.005	63.5	< 0.005	< 0.5	< 0.005	13	7,800	400	200,000	400	20,000	20,000	58
Total Xylenes	0.0251	< 0.005	11.8	< 0.005	< 0.5	< 0.005	150	16,000	320	410,000	320	41,000	41,000	5.6
TEXT	Concentration exceeds Illinois EPA remediation objective.													
TEXT	Remediation objective exceeded by soil concentration.													

Table IV
Laboratory Analytical Summary - Stage 2/3 Site Investigation
BTEX in Soil Samples
(values in mg/kg)

Sample ID	July 18, 2016						Illinois EPA Objectives							
	GP-11 (4'-5')	GP-11 (8'-9')	GP-12 (2'-4')	GP-12 (6'-8')	GP-13 (2'-4')	GP-13 (6'-8')	Groundwater Ingestion	Residential		Industrial-Commercial		Construction Worker		
Sampling Date	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation
Benzene	< 0.005	< 0.005	< 0.005	0.293	0.269	0.269	0.03	12	0.8	100	1.6	2,300	2,300	2.2
Toluene	< 0.005	< 0.005	< 0.005	0.0103	0.0143	0.0143	12	16,000	650	410,000	650	410,000	410,000	42
Ethylbenzene	< 0.005	< 0.005	< 0.005	0.521	0.0162	0.0162	13	7,800	400	200,000	400	20,000	20,000	58
Total Xylenes	0.0073	< 0.005	0.0024	0.016	0.052	0.052	150	16,000	320	410,000	320	41,000	41,000	5.6
TEXT	Concentration exceeds Illinois EPA remediation objective.													
TEXT	Remediation objective exceeded by groundwater concentration.													

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Table IV cont.
Laboratory Analytical Summary – Stage 2/3 Site Investigation
BTEX in Soil Samples
(values in mg/kg)

Sampling Date	July 18, 2016										Illinois EPA Objectives					
	Sample ID	GP-14 (2'-4')	GP-14 (6'-8')	GP-15 (2'-4')	GP-15 (8'-10')	GP-16 (4'-5')	GP-16 (8'-10')	GP-16 (8'-10')	Groundwater Ingestion	Residential		Industrial-Commercial		Construction Worker		
			< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	12	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	
Benzene		< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.03	16,000	0.8	100	1.6	2,300	2.2		
Toluene		< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	12	7,800	650	410,000	650	410,000	42		
Ethylbenzene		< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	13	7,800	400	200,000	400	20,000	58		
Total Xylenes		< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	150	6,000	320	410,000	320	41,000	5.6		
TEXT	Concentration exceeds Illinois EPA remediation objective.															
TEXT	Remediation objective exceeded by groundwater concentration.															

Table V
Laboratory Analytical Summary – Stage 2/3 Site Investigation
BTEX in Soil Samples
(values in mg/kg)

Sampling Date	July 10, 2017										Illinois EPA Objectives					
	Sample ID	GP-17 (3'-5')	GP-17 (6'-8')	GP-18 (4'-6')	GP-18 (7'-9')	GP-19 (6'-8')	GP-19 (7'-9')	GP-19 (7'-9')	Groundwater Ingestion	Residential		Industrial-Commercial		Construction Worker		
			< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	12	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	
Benzene		< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	0.03	16,000	0.8	100	1.6	2,300	2.2		
Toluene		< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	12	7,800	650	410,000	650	410,000	42		
Ethylbenzene		< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	13	7,800	400	200,000	400	20,000	58		
Total Xylenes		< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	150	16,000	320	410,000	320	41,000	5.6		
TEXT	Concentration exceeds Illinois EPA remediation objective.															
TEXT	Remediation objective exceeded by groundwater concentration.															

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Exhibit C

Right of Way Subject to Agreement

[Attached]

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