

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
_____ Recommendations of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES
FROM: William T. Lichter, Village Manager
DATE: February 23, 2005 (B of T) Date: March 3, 2005
TITLE: PC-04-07: 309 & 315 W. St. Charles Road - Highway Authority Agreement
SUBMITTED BY: Department of Community Development *CJA H*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a resolution authorizing signature of President and Clerk on a Highway Authority Agreement for the property located at 309 & 315 W. St. Charles Road. (DISTRICT #1)

Staff recommends approval of this request.

Please place this item on the consent agenda for the March 3, 2005 Board of Trustees meeting.

Fiscal Impact/Funding Source:

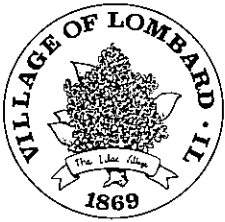
Review (as necessary):

Village Attorney X _____ Date _____

Finance Director X _____ Date _____

acting Village Manager X *Leonard J Flood* _____ Date *02/24/05*

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Director of Community Development *DAH*

DATE: March 3, 2005

SUBJECT: **PC 04-07: 309 & 315 W. St. Charles Road (Walgreens) – Highway Authority Agreement**

At the September 16, 2004 Village Board meeting, the Board approved final zoning actions, a development agreement and the companion vacation of the Elizabeth Street right-of-way all associated with the proposed Walgreen's development at 309-315 West St. Charles Road. Staff noted to the Board that with approval of these items, the only remaining issue to be considered by the Village Board is a Highway Authority Agreement (HAA) that would address environmental remediation activities within the public rights-of-way.

Attached is a copy of a HAA for Village Board consideration. The agreement sets forth the corrective actions necessary to undertake remediation activities within the St. Charles Road right-of-way in order to meet Illinois Environmental Protection Agency (IEPA) objectives. The contaminants originated from the existing gas station at 309 West St. Charles are scheduled to be razed in order to facilitate the new Walgreen's store. This agreement sets for the developer's obligations and rights associated with addressing the remediation efforts. Village Counsel has reviewed the agreement.

ACTION REQUESTED

Staff requests that this item be placed on the March 3, 2005 Village Board agenda and that the Board adopt a Resolution authorizing the signatures of the President and Village Clerk on the agreement.

RESOLUTION
R _____ 05

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON A HIGHWAY AUTHORITY AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received a Highway Authority Agreement, as attached hereto and marked Exhibit "A": and,

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to authorize the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said document as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said Agreement as attached hereto.

Adopted this ____ day of _____, 2005.

Ayes: _____

Nayes: _____

Absent: _____

Approved this _____ day of _____, 2005.

William J. Mueller, Village President

ATTEST:

Barbara A. Johnson, Deputy Village Clerk

TIERED APPROACH TO CORRECTIVE-ACTION OBJECTIVES AGREEMENT

This Agreement is entered into this 1st day of February, 2005, pursuant to 35 Ill. Admin. Code Section 742.1020 and by and between BRADFORD LOMBARD LLC, ("BRADFORD") and VILLAGE OF LOMBARD, Illinois ("VILLAGE"), as follows:

1. This Agreement is not binding upon the VILLAGE until it is executed by the undersigned representative of the VILLAGE and prior to execution, this Agreement constitutes an offer by BRADFORD.

2. BRADFORD stipulates:

a. BRADFORD is pursuing a corrective action of a Site located at 309 W. St. Charles Road, Lombard, Illinois (the "Site").

b. Attached as Exhibit A is a site map which shows the area of estimated contaminant impacted soil and groundwater at the time of this Agreement in the right-of-way above Tier 1 residential levels under 35 Ill. Admin. Code Part 742. Also attached as Exhibit A is a table showing the concentration of contaminants of concern, hereafter "Contaminants," in the soil and groundwater within the area described in Exhibit A and which shows the applicable Tier 1 soil remediation objectives for residential property and Tier 1 objectives for groundwater of the Illinois Pollution Control Board ("IPCB") which are exceeded. The right-of-way, and only the right-of-way, as described in Exhibit B, hereinafter the "Right-of-Way," adjacent to the Site is subject to this Agreement. As the drawings in the Exhibits are not plats, the boundary of the Right-of-Way in the Exhibits may be an approximation of the actual Right-of-Way lines. The Right-of-Way is impractical to sample for Contaminants, however, the parties believe that the

area of the Right-of-Way is adequate to encompass the soil and the groundwater within Right-of-Way possibly impacted with Contaminants from a release at the Site.

c. The Illinois Emergency Management Agency has assigned incident number 910415 to this release at the Site.

d. BRADFORD intends to request risk-based, site specific soil and/or groundwater remediation objectives from Illinois Environmental Protection Agency ("IEPA") under 35 Ill. Admin. Code Part 742.

e. Under these rules, use of risk-based, site specific remediation objectives in the Right-of-Way may require the use of a Highway Authority Agreement as defined in 35 Ill. Admin. Code Section 742.1020.

3. The VILLAGE stipulates:

The VILLAGE holds a fee simple interest or a dedication for highway purposes in the Right-of-Way, or the Right-of-Way is a platted street, and the VILLAGE has jurisdiction of the Right-of-Way. As such, the VILLAGE exercises sole control over the use of groundwater beneath the Right-of-Way and over access to the soil beneath the Right-of-Way because a permit is required for said access.

4. The parties stipulate that:

a. Under 35 Ill. Admin. Code Section 742.1020, this Agreement is intended to be an acceptable "Highway Authority Agreement" to IEPA, as the VILLAGE is willing to agree that it will not allow the use of groundwater under the highway Right-of-Way as a potable or other domestic supply of water and that it will limit access as described herein to soil under the

highway Right-of-Way that is contaminated from the release at levels above residential Tier 1 remediation objectives.

b. The IEPA must review and approve this Agreement, and this Agreement shall be referenced in the IEPA's "No Further Remediation" letter.

c. This Agreement shall be null and void should the IEPA not approve it or should it not be referenced in the "No Further Remediation" letter.

5. The VILLAGE promises IEPA and BRADFORD that it will prohibit the use of groundwater that is contaminated from the release at the Site at levels above Tier 1 remediation objectives beneath its Right-of-Way as a potable or other domestic supply of water and will limit access to soil as described herein under the Right-of-Way that is contaminated from the release at the Site at levels above Tier 1 remediation objectives. As the pavement in the Right-of-Way may be considered an engineered barrier, BRADFORD agrees to reimburse the VILLAGE for maintenance activities requested by BRADFORD in writing in order to maintain it as a barrier. The VILLAGE does not otherwise agree to perform maintenance of the Right-of-Way, nor does it agree that the highway Right-of-Way will always remain a highway or that it will maintain the Right-of-Way as an engineered barrier.

6. Subject to the limit of its financial obligation specified in Section 9 of this Agreement, BRADFORD agrees, at its sole cost and expense, to indemnify and hold harmless and defend the VILLAGE (and other highway authorities, if any, maintaining the highway Right-of-Way by an agreement with the VILLAGE), and the VILLAGE's former, current and future officials, trustees, agents, and employees for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterclaims, obligations, judgments, awards, demands, liens, reasonable

costs, reasonable expenses, reasonable attorneys' fees and liability for damages of any kind and causes of action of any kind and nature, whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the VILLAGE, said highway authorities and/or the VILLAGE's former, current and future officials, trustees, agents, and employees, by any person or entity arising out of, relating to, connected with, or in any way associated with the release or alleged release of contaminants from the Site. In the event that any such claim, action, cause of action or lawsuit is brought or filed, and in the event that the indemnified party will be seeking indemnification under this Agreement, the indemnified party sued thereunder shall promptly notify BRADFORD of the claim, action or suit. The indemnified party shall have the right to determine the attorney(s) of its, his, hers or their choice to represent and defend their interest in any such legal or administrative action at reasonable attorney rates, and to settle or compromise the same, all at BRADFORD's expense pursuant to this Agreement (subject to the limit of its financial obligation specified in Section 9 of this Agreement). If BRADFORD so elects, it may participate in the defense of any such claim, action or suit through counsel of its choosing, provided that the fees and expenses of such counsel shall be borne by BRADFORD and shall not be included in calculating the limit of financial obligation specified in Section 9 of this Agreement.

7. This Agreement shall be binding upon all successors in interest to BRADFORD and to the VILLAGE. A successor in interest of the VILLAGE would include a highway authority to which the VILLAGE would transfer jurisdiction of the highway.

8. Violation of the terms of this Agreement by BRADFORD, or their successors in interest, may be grounds for voidance 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 as a Highway Authority Agreement and the VILLAGE has not cured the violation within such time as IEPA has granted to cure the violation.

9. This Agreement does not limit the VILLAGE's ability to construct, reconstruct, demolish, improve, grade, excavate, repair, maintain and operate (collectively "Work") the property encompassed by the Right-of-Way for a highway or any lawful purpose, nor to allow others to use or do Work upon the Right-of-Way by permit issued by the VILLAGE. To the extent necessary for its Work, the VILLAGE reserves the right and the right of those using its property under permit to remove contaminated soil and/or groundwater above Tier 1 residential remediation objectives from its Right-of-Way and to dispose of them as they deem appropriate not inconsistent with applicable environmental regulations so as to avoid causing a further release of the Contaminants and to protect human health and the environment.

The removal or disposal may be based upon a site investigation (which may be modified by field conditions during excavation), which if requested by the Village, BRADFORD may review and comment on. If requested to do so by the VILLAGE, and subject to the limits of its financial obligation as specified below in Section 9 of this Agreement, BRADFORD will perform the site investigation. If practicable, as determined by the VILLAGE, the VILLAGE may request BRADFORD to remove and dispose of the contaminated soil or groundwater necessary for the VILLAGE's Work in advance of that Work, and BRADFORD will do so if the expected cost will not cause BRADFORD to exceed the limits of its financial obligation as

specified below in Section 9 of this Agreement. If the cost is expected to exceed this amount, BRADFORD will reimburse for the VILLAGE's Work up to the limit of its financial obligation.

BRADFORD shall reimburse the reasonable costs incurred by the VILLAGE to perform a site investigation of the Right-of-Way and to monitor the removal, to transport and to dispose of any contaminated soil and/or groundwater from the Right-of-Way; provided, however, that the aggregate costs that BRADFORD shall incur for reimbursement of the VILLAGE's costs and expenses, for Work, for performance of site investigation and removal and disposal performed by BRADFORD, or pursuant to any obligation of BRADFORD to defend and indemnify and hold harmless, shall be limited to actual costs not to exceed \$27,000.00 and increased each year by the increase by the percentage change in the Chicago Area Consumer Price Index for all urban consumer (CPI-U) as calculated and published by the federal government. Should BRADFORD 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 BRADFORD by the VILLAGE that those costs have not been reimbursed. BRADFORD may cure that problem within twenty (20) working days by making payment.

10. Written notice required by this Agreement shall be mailed to the following: if to BRADFORD: Bradford Real Estate, Attn: Eric G. Dams, 10S. Wacker Drive, Suite 2935, Chicago, Illinois 60606, with a copy to Seyfarth Shaw, Attn: Andy Perellis, 55 East Monroe Street, Suite 4200, Chicago, IL 60603-5803 and if to VILLAGE: Director of Community Development, Village of Lombard, 255 E. Wilson Avenue, Lombard, Illinois 60148, and Dennis G. Walsh Esq., Klein, Thorpe and Jenkins, Ltd., 20 North Wacker Drive, Suite 1660, Chicago, Illinois 60606.

11. The VILLAGE's sole responsibility under this Agreement with respect to others using the highway 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 Village of Lombard to identify sites in the Right-of-Way where access to contaminated soil or groundwater is governed by Tiered Approach to Corrective-Action Objectives ("TACO") Agreements. The permittee shall take measures before, during and after any access to these sites to protect worker safety and human health and the environment. Excavated, contaminated soil should be managed off-site in accordance with all environmental laws.

BRADFORD hereby releases the VILLAGE from liability it may have to BRADFORD should a permittee whose permit contains such condition (or who otherwise received the preceding notice), fail to comply with the above stated permit condition. Subject to the limits of its financial obligation specified in Section 9 of this Agreement, BRADFORD indemnifies the VILLAGE against claims asserted by third-parties against the VILLAGE that arise from or relate to a failure by a permittee whose permit contains such condition (or who otherwise received the preceding notice) to comply with the above stated permit condition. The indemnification obligation of BRADFORD stated herein shall continue in effect from the date of this Agreement until the Right-of-Way is demonstrated to be suitable for unrestricted use, and there is no longer a need for this Agreement as a Highway Authority Agreement, and the IEPA has, upon written request to the IEPA by Bradford and notice to the Village, amended the notice in the chain of title of the Site to reflect unencumbered future use of that highway Right-of-Way.

12. Should the VILLAGE breach this Agreement, BRADFORD's sole remedy is for an action for damages. Any and all claims for damages against the VILLAGE, its agents,

employees or its successors in interest arising at any time for a breach of this Agreement are limited to an aggregate maximum of \$10,000.00. Except as stated above, no breach by the VILLAGE, its agents, employees and its successors in interest of a provision of this Agreement is actionable in either law or equity by BRADFORD against the VILLAGE and BRADFORD hereby releases the VILLAGE, its agents, 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 or groundwater in the highway Right-of-Way. Should the VILLAGE convey, vacate or transfer jurisdiction of that highway Right-of-Way, BRADFORD may pursue an action under this Agreement against the successors in interest, other than a State agency, in a court of law.

13. 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 rights and obligations as a highway authority. Should any provisions of this Agreement be struck down as beyond the authority of the VILLAGE, this Agreement shall be null and void.

IN WITNESS WHEREOF, the VILLAGE has caused this Agreement to be signed by its duly authorized representative, and be binding upon it, its successors and assigns.

VILLAGE OF LOMBARD, ILLINOIS

By _____
(Printed) _____
Its: _____

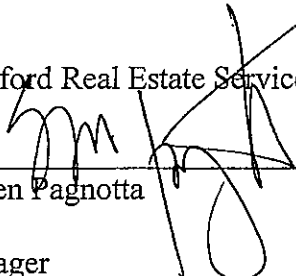
DATE: _____

ATTEST:

Village Clerk

IN WITNESS WHEREOF, BRADFORD LOMBARD LLC, has caused this Agreement to be signed by its duly authorized representative, and be binding upon it, its successors and assigns.

By: Bradford Real Estate Services Corp.



Steven Pagnotta

DATE: 02/22/05

Its: Manager



ENVIRONMENTAL PROTECTION INDUSTRIES
 550 SOUTH CANAL, SOUTH HOLLAND, IL 60473
 DATE DESIGNED/CAD CHECKED APP'D

JOB LOC. 309 WEST ST. CHARLES ROAD, LOMBARD, IL
 TITLE: ESTIMATED EXTENT OF SOIL CONTAMINATION MAP

EXHIBIT A
 0' 10' 20' 30'
 SCALE

MICHAEL M

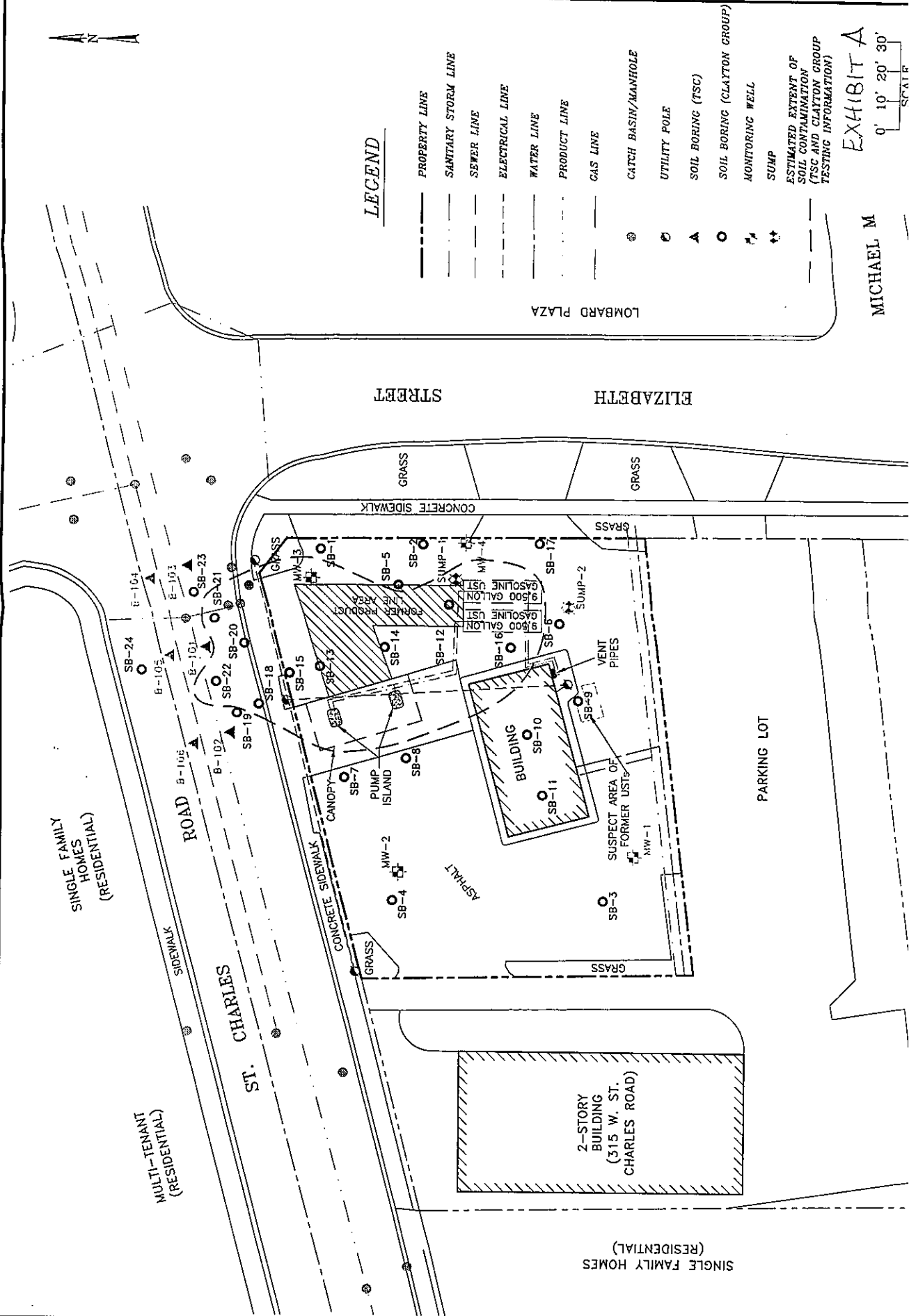


TABLE 1. Soil Analytical Results (Clayton Group)

Client: Bradford Real Estate
 Site: 309 West St. Charles Road, Lombard, IL
 LUST Incident #: 910415

Sampling Date: See Below
 Laboratory: Matrix: Soil

Chemical Name	Exposure Route-Specific Values*						Soil Component of GW Ingestion Route		SB-12				SB-13		SB-14		SB-15		SB-16		
	Residential		Industrial/Commercial		Construction Worker		Class I	Class II	6-8 ft		10-12 ft		4-6 ft		8-10 ft		4-6 ft		8-10 ft		
	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation			Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	
BTEX																					
Benzene	12	0.8	100	1.6	2,300	2.2	0.03	0.17	0.220	10.8	nd	0.278	nd	1.97	0.0092	0.342	nd	nd	nd	nd	
Toluene	16,000	650	410,000	650	410,000	42	12	29	nd	9.65	nd	0.123	nd	0.522	nd	nd	nd	nd	nd	nd	
Ethylbenzene	7,800	400	200,000	400	20,000	58	13	19	nd	35.7	nd	11.3	nd	8.02	nd	0.0375	nd	nd	nd	nd	
Xylenes (total)	160,000	320	1,000,000	320	410,000	320	150	150	nd	168	nd	11.9	nd	25.6	nd	0.005	nd	nd	nd	nd	
Methyl tert butyl ether	780	8,800	20,000	8,800	2,000	140	0.32	0.32	0.0126	nd	0.0103	nd	nd	nd	0.0085	nd	nd	nd	nd	nd	
PNAs																					
Acenaphthene	4,700	nro	120,000	nro	120,000	nro	570	2,900	na	na	na	na	na	na	na	na	na	na	na	na	
Acenaphthylene	nro	nro	nro	nro	nro	nro	nro	nro	na	na	na	na	na	na	na	na	na	na	na	na	
Anthracene	23,000	nro	610,000	nro	610,000	nro	12,000	59,000	na	na	na	na	na	na	na	na	na	na	na	na	
Benzo(a)anthracene	0.9	nro	8	nro	170	nro	2	8	na	na	na	na	na	na	na	na	na	na	na	na	
Benzo(a)pyrene	0.09	nro	0.8	nro	17	nro	8	82	na	na	na	na	na	na	na	na	na	na	na	na	
Benzo(b)fluoranthene	0.9	nro	8	nro	170	nro	5	25	na	na	na	na	na	na	na	na	na	na	na	na	
Benzo(g,h)perylene	nro	nro	nro	nro	nro	nro	nro	nro	na	na	na	na	na	na	na	na	na	na	na	na	
Benzo(k)fluoranthene	9	nro	78	nro	1,700	nro	49	250	na	na	na	na	na	na	na	na	na	na	na	na	
Chrysene	88	nro	780	nro	17,000	nro	160	800	na	na	na	na	na	na	na	na	na	na	na	na	
Dibenzo(a,h)anthracene	0.09	nro	0.8	nro	17	nro	2	7.6	na	na	na	na	na	na	na	na	na	na	na	na	
Fluoranthene	3,100	nro	82,000	nro	82,000	nro	4,300	21,000	na	na	na	na	na	na	na	na	na	na	na	na	
Fluorene	3,100	nro	82,000	nro	82,000	nro	560	2,800	na	na	na	na	na	na	na	na	na	na	na	na	
Indeno(1,2,3-cd)pyrene	0.9	nro	8	nro	170	nro	14	69	na	na	na	na	na	na	na	na	na	na	na	na	
Naphthalene	1,600	170	41,000	270	4,100	1.8	12	18	na	na	na	na	na	na	na	na	na	na	na	na	
Phenanthrene	nro	nro	nro	nro	nro	nro	nro	nro	na	na	na	na	na	na	na	na	na	na	na	na	
Pyrene	2,300	nro	61,000	nro	61,000	nro	4,200	21,000	na	na	na	na	na	na	na	na	na	na	na	na	

* Illinois EPA Tier 1 Soil Remediation Objectives (ROs) for Residential and Industrial/Commercial Properties; (35 IAC 742, Appendix B, Table A and Appendix B, Table B)

All results in parts per million (mg/kg) unless noted otherwise

nd = None Detected nro = No Remediation Objective na = Not Analyzed

a = Carcinogenic b = Noncarcinogenic

Results in Bold/Shaded indicate concentrations exceeding most stringent Tier 1 ROs

EXHIBIT A

TABLE 1. Soil Analytical Results (Clayton Group)

Client: Bradford Real Estate
 Site: 309 West St. Charles Road, Lombard, IL
 LUST Incident #: 910415

Sampling Date: See Below
 Laboratory: Matrix: Soil

Chemical Name	Exposure Route-Specific Values*						Soil Component of GW Ingestion Route*		SB-16	SB-17	SB-18	SB-19	SB-20		
	Residential		Industrial/Commercial		Construction Worker		Class I	Class II							
	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation									
BTEX															
Benzene	12	0.8	100	1.6	2,300	2.2	0.03	0.17	nd	nd	0.138	0.086	nd	nd	0.316
Toluene	16,000	650	410,000	650	410,000	42	12	29	nd	nd	nd	nd	nd	nd	0.344
Ethylbenzene	7,800	400	200,000	400	20,000	58	13	19	nd	nd	nd	nd	nd	nd	1.94
Xylenes (total)	160,000	320	1,000,000	320	410,000	320	150	150	nd	nd	nd	nd	nd	nd	6.73
Methyl tert butyl ether	780	8,800	20,000	8,800	2,000	140	0.32	0.32	nd	0.0103	nd	nd	nd	nd	nd
PNA's															
Acenaphthene	4,700	nro	120,000	nro	120,000	nro	570	2,900	na	na	na	na	na	na	na
Acenaphthylene	nro	nro	nro	nro	nro	nro	nro	nro	na	na	na	na	na	na	na
Anthracene	23,000	nro	610,000	nro	610,000	nro	12,000	59,000	na	na	na	na	na	na	na
Benzo(a)anthracene	0.9	nro	8	nro	170	nro	2	8	na	na	na	na	na	na	na
Benzo(a)pyrene	0.09	nro	0.8	nro	17	nro	8	82	na	na	na	na	na	na	na
Benzo(b)fluoranthene	0.9	nro	8	nro	170	nro	5	25	na	na	na	na	na	na	na
Benzo(g,h,i)perylene	nro	nro	nro	nro	nro	nro	nro	nro	na	na	na	na	na	na	na
Benzo(k)fluoranthene	9	nro	78	nro	1,700	nro	49	250	na	na	na	na	na	na	na
Chrysene	88	nro	780	nro	17,000	nro	160	800	na	na	na	na	na	na	na
Dibenzo(a,h)anthracene	0.09	nro	0.8	nro	17	nro	2	7.6	na	na	na	na	na	na	na
Fluoranthene	3,100	nro	82,000	nro	82,000	nro	4,300	21,000	na	na	na	na	na	na	na
Fluorene	3,100	nro	82,000	nro	82,000	nro	560	2,800	na	na	na	na	na	na	na
Indeno(1,2,3-cd)pyrene	0.9	nro	8	nro	170	nro	14	69	na	na	na	na	na	na	na
Naphthalene	1,600	170	41,000	270	4,100	1.8	12	18	na	na	na	na	na	na	na
Phenanthrene	nro	nro	nro	nro	nro	nro	nro	nro	na	na	na	na	na	na	na
Pyrene	2,300	nro	61,000	nro	61,000	nro	4,200	21,000	na	na	na	na	na	na	na

* Illinois EPA Tier 1 Soil Remediation Objectives (ROs) for Residential and Industrial/Commercial Properties; (35 IAC 742, Appendix B, Table A and Appendix B, Table B)

All results in parts per million (mg/kg) unless noted otherwise

nd = None Detected nro = No Remediation Objective na = Not Analyzed

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 Laboratory:
 Matrix: Soil

Chemical Name	Exposure Route-Specific Values*						Soil Component of GW Ingestion Route*		SB-20 12-14 ft	SB-21 4-6 ft	SB-22 6-8 ft	SB-23 4-6 ft	SB-24 6-8 ft
	Residential		Industrial/Commercial		Construction Worker		Class I	Class II					
	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation							
BTEX													
Benzene	a	12	0.8	100	2,300	2.2	0.03	0.17	0.441	0.0672	nd	nd	nd
Toluene	b	16,000	650	410,000	410,000	42	12	29	0.018	nd	nd	nd	nd
Ethylbenzene	b	7,800	400	200,000	20,000	58	13	19	2.130	1.26	nd	nd	nd
Xylenes (total)	b	160,000	320	1,000,000	410,000	320	150	150	6.710	1.31	nd	nd	nd
Methyl tert butyl ether		780	8,800	20,000	2,000	140	0.32	0.32	nd	0.011	0.0157	nd	nd
PNAs													
Acenaphthene	b	4,700	nro	120,000	120,000	nro	570	2,900	na	na	na	na	na
Acenaphthylene	b	nro	nro	nro	nro	nro	nro	nro	na	na	na	na	na
Anthracene	b	23,000	nro	610,000	610,000	nro	12,000	59,000	na	na	na	na	na
Benzo(a)anthracene	a	0.9	nro	8	170	nro	2	8	na	na	na	na	na
Benzo(a)pyrene	a	0.09	nro	0.8	17	nro	8	82	na	na	na	na	na
Benzo(b)fluoranthene	a	0.9	nro	8	170	nro	5	25	na	na	na	na	na
Benzo(ghi)perylene	b	nro	nro	nro	nro	nro	nro	nro	na	na	na	na	na
Benzo(k)fluoranthene	a	9	nro	78	1,700	nro	49	250	na	na	na	na	na
Chrysene	a	88	nro	780	17,000	nro	160	800	na	na	na	na	na
Dibenzo(a,h)anthracene	a	0.09	nro	0.8	17	nro	2	7.6	na	na	na	na	na
Fluoranthene	b	3,100	nro	82,000	82,000	nro	4,300	21,000	na	na	na	na	na
Fluorene	b	3,100	nro	82,000	82,000	nro	560	2,800	na	na	na	na	na
Indeno(1,2,3-cd)pyrene	a	0.9	nro	8	170	nro	14	69	na	na	na	na	na
Naphthalene	b	1,600	170	41,000	4,100	1.8	12	18	na	na	na	na	na
Phenanthrene	b	nro	nro	nro	nro	nro	nro	nro	na	na	na	na	na
Pyrene	b	2,300	nro	61,000	61,000	nro	4,200	21,000	na	na	na	na	na

* Illinois EPA Tier 1 Soil Remediation Objectives (ROs) for Residential and Industrial/Commercial Properties; (35 IAC 742, Appendix B, Table A and Appendix B, Table B)

All results in parts per million (mg/kg) unless noted otherwise

nd = None Detected nro = No Remediation Objective na = Not Analyzed

a = Carcinogenic b = Noncarcinogenic

Results in Bold/Shaded indicate concentrations exceeding most stringent Tier 1 ROs

TABLE 1. Soil Analytical Results (Clayton Group)

Client: Bradford Real Estate
 Site: 309 West St. Charles Road, Lombard, IL
 LUST Incident #: 910415

Sampling Date: See Below
 Laboratory: Matrix: Soil

Chemical Name	Exposure Route-Specific Values*						Soil Component of GW Ingestion Route*		MW-1	MW-3	MW-4
	Residential		Industrial/Commercial		Construction Worker		Class I	Class II			
	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation			9-11 ft	5-7 ft	15-17 ft
BIEX											
Benzene	a	12	0.8	100	1.6	2,300	2.2	0.03	0.17	nd	nd
Toluene	b	16,000	650	410,000	650	410,000	42	12	29	0.0093	nd
Ethylbenzene	b	7,800	400	200,000	400	20,000	58	13	19	0.423	nd
Xylenes (total)	b	160,000	320	1,000,000	320	410,000	320	150	150	0.26	nd
Methyl tert butyl ether		780	8,800	20,000	8,800	2,000	140	0.32	0.32	nd	nd
PNAS											
Acenaphthene	b	4,700	nro	120,000	nro	120,000	nro	570	2,900	na	na
Acenaphthylene	b	nro	nro	nro	nro	nro	nro	nro	nro	na	na
Anthracene	b	23,000	nro	610,000	nro	610,000	nro	12,000	59,000	na	na
Benzo(a)anthracene	a	0.9	nro	8	nro	170	nro	2	8	na	na
Benzo(a)pyrene	a	0.09	nro	0.8	nro	17	nro	8	82	na	na
Benzo(b)fluoranthene	a	0.9	nro	8	nro	170	nro	5	25	na	na
Benzo(ghi)perylene	b	nro	nro	nro	nro	nro	nro	nro	nro	na	na
Benzo(k)fluoranthene	a	9	nro	78	nro	1,700	nro	49	250	na	na
Chrysene	a	88	nro	780	nro	17,000	nro	160	800	na	na
Dibenzo(a,h)anthracene	a	0.09	nro	0.8	nro	17	nro	2	7.6	na	na
Fluoranthene	b	3,100	nro	82,000	nro	82,000	nro	4,300	21,000	na	na
Fluorene	b	3,100	nro	82,000	nro	82,000	nro	560	2,800	na	na
Indeno(1,2,3-cd)pyrene	a	0.9	nro	8	nro	170	nro	14	69	na	na
Naphthalene	b	1,600	170	41,000	270	4,100	1.8	12	18	na	na
Phenanthrene	b	nro	nro	nro	nro	nro	nro	nro	nro	na	na
Pyrene	b	2,300	nro	61,000	nro	61,000	nro	4,200	21,000	na	na

* Illinois EPA Tier 1 Soil Remediation Objectives (ROs) for Residential and Industrial/Commercial Properties; (35 IAC 742, Appendix B, Table A and Appendix B, Table B)
 All results in parts per million (mg/kg) unless noted otherwise
 nd = None Detected nro = No Remediation Objective na = Not Analyzed
 a = Carcinogenic b = Noncarcinogenic
 Results in Bold/Shaded indicate concentrations exceeding most stringent Tier 1 ROs

TABLE 2. Soil Analytical Results (Testing Services)

Client: Bradford Real Estate
 Site: 309 West St. Charles Road, Lombard, IL
 LUST Incident #: 910415

Sampling Date: See Below
 Laboratory: Matrix: Soil

Chemical Name	Exposure Route-Specific Values*						Soil Component of GW Ingestion Route*		B-101	B-102	B-103	B-104	B-105	B-106
	Residential		Industrial/Commercial		Construction Worker		Class I	Class II						
	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation								
BTEX														
Benzene	a	0.8	100	1.6	2,300	2.2	0.03	0.17	nd	nd	nd	nd	nd	nd
Toluene	b	16,000	650	410,000	650	410,000	42	29	nd	nd	nd	nd	nd	nd
Ethylbenzene	b	7,800	400	200,000	400	20,000	58	19	nd	nd	nd	nd	nd	nd
Xylenes (total)	b	160,000	320	1,000,000	320	410,000	320	150	nd	nd	nd	nd	nd	nd
Methyl tert butyl ether		780	8,800	20,000	8,800	2,000	140	0.32	nd	nd	nd	nd	nd	nd
PNAS														
Acenaphthene	b	4,700	nro	120,000	nro	120,000	nro	2,900	na	na	na	na	na	na
Acenaphthylene	b	nro	nro	nro	nro	nro	nro	nro	na	na	na	na	na	na
Anthracene	b	23,000	nro	610,000	nro	610,000	nro	59,000	na	na	na	na	na	na
Benzo(a)anthracene	a	0.9	nro	8	nro	170	nro	8	na	na	na	na	na	na
Benzo(a)pyrene	a	0.09	nro	0.8	nro	17	nro	82	na	na	na	na	na	na
Benzo(b)fluoranthene	a	0.9	nro	8	nro	170	nro	25	na	na	na	na	na	na
Benzo(ghi)perylene	b	nro	nro	nro	nro	nro	nro	nro	na	na	na	na	na	na
Benzo(k)fluoranthene	a	9	nro	78	nro	1,700	nro	250	na	na	na	na	na	na
Chrysene	a	88	nro	780	nro	17,000	nro	800	na	na	na	na	na	na
Dibenzo(a,h)anthracene	a	0.09	nro	0.8	nro	17	nro	7.6	na	na	na	na	na	na
Fluoranthene	b	3,100	nro	82,000	nro	82,000	nro	21,000	na	na	na	na	na	na
Fluorene	b	3,100	nro	82,000	nro	82,000	nro	2,800	na	na	na	na	na	na
Indeno(1,2,3-cd)pyrene	a	0.9	nro	8	nro	170	nro	69	na	na	na	na	na	na
Naphthalene	b	1,600	170	41,000	270	4,100	1.8	18	na	na	na	na	na	na
Phenanthrene	b	nro	nro	nro	nro	nro	nro	nro	na	na	na	na	na	na
Pyrene	b	2,300	nro	61,000	nro	61,000	nro	21,000	na	na	na	na	na	na

* Illinois EPA Tier 1 Soil Remediation Objectives (ROs) for Residential and Industrial/Commercial Properties; (35 IAC 742, Appendix B, Table A and Appendix B, Table B)

All results in parts per million (mg/Kg) unless noted otherwise

nd = None Detected nro = No Remediation Objective na = Not Analyzed

a = Carcinogenic b = Noncarcinogenic

Results in Bold/Shaded indicate concentrations exceeding most stringent Tier 1 ROs

TABLE 2. Groundwater Analytical Results (Clayton Group)

Client: **Bradford Real Estate** Sampling Date: **See Below**
 Site: **309 West St. Charles Road, Lombard, IL** Laboratory: **Water**
 LUST Incident #: **910415** Matrix: **Water**

Chemical Name	GW RO (mg/L)*		MW-1		MW-2		MW-3		MW-4	
	Class I	Class II	5/11/04	6/16/04	5/11/04	6/16/04	5/11/04	6/16/04	5/11/04	6/16/04
BTEX										
Benzene	a 0.005	0.025	nd	nd	nd	nd	nd	nd	nd	nd
Toluene	b 1	2.5	nd	nd	nd	nd	nd	nd	nd	nd
Ethylbenzene	b 0.7	1	nd	nd	nd	nd	nd	nd	nd	nd
Xylenes (total)	b 10	10	nd	nd	nd	nd	nd	nd	nd	nd
Methyl tert butyl ether		0.07	0.0421	0.0656	0.0093	0.0106				

* Illinois EPA Tier 1 Groundwater Remediation Objectives (ROs) for the Groundwater Component of the Groundwater Ingestion Route; 35 IAC 742, Appendix B, Table E
 All results in parts per million (mg/L) unless noted otherwise
 nd = None Detected nro = No Remediation Objective na = Not Analyzed
 a = Carcinogenic b = Noncarcinogenic
 Results in **Bold/Shaded** indicate concentrations exceeding most stringent Tier 1 ROs

SINGLE FAMILY HOMES
(RESIDENTIAL)

2-STORY
BUILDING
(315 W. ST.
CHARLES ROAD)

MULTI-TENANT
(RESIDENTIAL)

ST. CHARLES
ROAD

SINGLE FAMILY
HOMES
(RESIDENTIAL)

PARKING LOT

GRASS

ASPHALT

GRASS

CONCRETE SIDEWALK

SIDEWALK

ROAD

GRASS

CONCRETE SIDEWALK

GRASS

ELIZABETH STREET

STREET

LOMBARD PLAZA

LEGEND

- PROPERTY LINE
- SANITARY STORAGE LINE
- SEWER LINE
- ELECTRICAL LINE
- WATER LINE
- PRODUCT LINE
- GAS LINE
- CATCH BASIN/MANHOLE
- UTILITY POLE
- ▲ SOIL BORING (TESTING SERVICES)
- SOIL BORING (GLAYTON)
- ⊕ MONITORING WELL
- ⊕ SWAP
- ▭ HIGHWAY AUTHORITY AGREEMENT

MICHAEL McG

EXHIBIT B

0' 10' 20' 30'
SCALE

ENVIRONMENTAL PROTECTION INDUSTRIES
350 SOUTH CANAL, SOUTH HOLLAND, IL 60473

JOB LOC. 309 WEST ST. CHARLES ROAD, LOMBARD, IL

TITLE: HIGHWAY AUTHORITY AGREEMENT MAP

DATE	DESIGNED	CAD	CHECKED	APP'D
1/27/05	PS	PS	PM	AN

DWG NO. 0412243 JOB NO. 0412243