AGREEMENT TO REIMBURSE COSTS

Date: ___June 1, 2006___   **Requester:** SHELL OIL COMPANY

Affected Property: 18 West 622 Roosevelt Rd.
(a/k/a 930 E. Rooseevelt Rd.)
Lombard, Illinois 60148

SAP:	116820
LPC:	0430605131
IEMA:	20030352

Prepayment: $3,000.00

Maximum: $10,000.00

Recitals

Requester has requested the Village of Lombard, Illinois ("Village"), to provide assistance in Requester's efforts to obtain a No Further Remediation letter from the Illinois Environmental Protection Agency ("IEPA"), with respect to the presence of contaminants on the Affected Property and, more particularly, to approve a highway authority agreement ("HAA") for a portion of Meyers Road adjacent to the Affected Property.

It is in the interest of the Village and its citizens that the risks presented to public health and the environment by the presence of contaminants on real property within the Village be assessed, and that properties upon which such contaminants may be present are remediated to a level consistent with such risk assessments, so as to promote the health, welfare and economic well-being of citizens and the Village alike;

In order to evaluate the specific request for assistance, to provide the assistance (if appropriate), and also to assure that public interests and values are considered and protected in providing any assistance, particularized legal and technical expertise are required;

The expertise required is only infrequently needed, such that the Village, in order to respond to the request for assistance, would have to retain outside legal and technical consultants, rather than utilize existing Village staff;

Recognizing the unavailability of Village staff to provide the requested assistance, Requester has offered to reimburse the Village for its costs incurred in evaluating and (if appropriate) providing the requested assistance;

NOW IT IS AGREED BETWEEN REQUESTER AND THE VILLAGE:

1. **Requested Assistance.** Requester asks the Village to approve the HAA as noted above. It is the intention of the Requester that the HAA will meet the requirements for an institutional control and enable Requester to obtain a "no further remediation" letter from the IEPA pursuant to Titles XVI and XVII of the Illinois Environmental Protection Act, 415 ILCS 5/57, et seq. and 5/58, et seq.

2. **Preliminary Determination.** The Village agrees to evaluate the data, information, plans and reports which Requester has generated or obtained with respect to contamination on or under the Affected Property, as well as any responses to comments received from the IEPA or the Illinois State Fire Marshal with respect to same, and any other information relating to the Affected Property to determine whether an HAA can and should be provided by the Village within the requirements of law, and in accordance with the Village's obligations to protect and promote the health and welfare of its citizens. In the event the Village's preliminary determination is favorable, it will so advise the Requester, indicating the terms and conditions of the HAA which the Village would be willing to enter with Requester consistent with the requirements of the IEPA.

3. **Negotiation of Agreement.** Following a favorable preliminary determination, the Village will in good faith negotiate an HAA with Requester, consistent with any limitations stated. The Requester understands that the Village, in negotiating and finalizing the requested HAA, is not committing to make a specific administrative or quasi-judicial decision which is required by law to be made upon an administrative record, or following a public hearing or comment period, or otherwise subject to review under Article III of the Illinois Code of Civil Procedure, 735 ILCS 5/3-101, et seq. Further, Requester understands that the Village, in providing the requested assistance, is not committing the governing body of the Village to make any specific legislative or quasi-judicial enactment or determination which is required to be made only upon the vote of that body, nor is the Village here committing its governing body to any specific determination concerning the HAA which is finally negotiated with Requester.

4. **Requester Promise to Reimburse.** Requester agrees to reimburse the Village for all of the costs of legal and technical consultants retained by the Village in connection with the Village's preliminary determination (including the preparation of this Agreement) and the negotiation of an HAA. While the Village agrees to exercise reasonable control over its incurrence of costs, it does not commit that its costs will be less than a particular sum. Provided, however, it is understood Requester does not agree to pay an amount greater than the Maximum stated above, except upon Requester's express written supplemental direction to the Village. Reimbursement of a consultant's cost shall be made to the Village Treasurer not later than seven (7) days following the Requester's receipt of a copy of the consultant's statement.

5. **Prepayment of Costs.** This Agreement shall be null and void unless Requester, within three days after the date of this Agreement, pays to the Village Treasurer the Prepayment stated above. This is to guarantee reimbursement to the Village, but does not replace the obligations of Section 4. Any Prepayment funds not expended by the Village in its review shall be refunded to Requester.

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6. **Termination**. This Agreement to Reimburse Costs shall terminate upon the earlier of that date that the Village issues its preliminary determination, if that determination is not to enter HAA negotiations; or, upon the date the HAA becomes effective by its terms. Otherwise, this Agreement may be terminated by either party upon three (3) days written notice to the other. All costs incurred by the Village prior to its sending or receipt of such notice are reimbursable.

On the Date shown above, the Requester and the Village, through their authorized representatives, have entered into this Agreement.

REQUESTER:

SHELL OIL COMPANY   **VILLAGE OF LOMBARD**

By: _____   By: _____

Its: _____Environmental Engineer_____   Its: _____President_____

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