

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: Scott Niehaus, Village Manager

DATE: January 9, 2014 (B of T) DATE: February 6, 2014

TITLE: Highway Authority Agreement – 930 East Roosevelt Road

SUBMITTED BY: Carl Goldsmith, Director of Public Works *g*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Public Works transmits for your consideration a resolution authorizing the signatures of the Village President and Village Clerk on a Limited Environmental Indemnity Agreement and Highway Authority Agreement for the property located at 930 East Roosevelt Road.

FISCAL IMPACT/FUNDING SOURCE

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ Date _____

NOTE: Materials must be submitted to / approved by the Village Manager's Office by 12:00 pm. Wednesday, prior to the Agenda Distribution.



January 9, 2014

TO: Village President and Board of Trustees

THROUGH: Scott Niehaus, Village Manager

FROM: Carl Goldsmith, Director of Public Works *CG*

SUBJECT: Highway Authority Agreement – 930 East Roosevelt Road

BACKGROUND

The Village received a request from Equilon Enterprises LLC, the owner of the Shell station located at 930 E. Roosevelt Road, to enter into a Highway Authority Agreement. That property was subject to a release of environmental petroleum as documented by the Illinois Emergency Management Agency (IEMA) in Incident Number 20081062. The petitioner has requested the Highway Authority Agreement (HAA) as a means to protect groundwater impacted by the release. The HAA would provide prohibit access to soil and groundwater underneath the site and in the area(s) adjacent to the site.

Should the Village Board approve of the HAA, the petitioner would then be able to seek a No Further Remediation (NFR) letter from the IEPA. The issuance of a NFR letter by the IEPA is evidence that the petitioner has successfully demonstrated, through proper investigation and, where warranted, remedial action, that all environmental conditions at their site does not present a significant risk to human health or the environment. The NFR letter also signifies a release of the property owner from further responsibilities under the Illinois Environmental Protection Act and is generally considered that the site does not constitute a significant risk of harm to human health and the environment, so long as the site is utilized in accordance with the terms of the NFR letter.

Attached is a copy of a HAA for Village Board consideration. The Agreement seeks for the the procedures and obligations to the property owner and the village with regard to the right-of-way. The agreement has been reviewed by the Village Attorney and has been found to sufficient protect the Village of Lombard.

ACTION REQUESTED

Staff requests that the Village board of Trustees approve A RESOLUTION AUTHORIZING SIGNATURE OF PRESIDENT AND CLERK ON A LIMITED ENVIRONMENTAL INDEMNITY AGREEMENT AND HIGHWAY AUTHORITY AGREEMENT for the property located at 930 E. Roosevelt Road.

RESOLUTION
R _____ 14

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

WHEREAS, the Corporate Authorities of the Village of Lombard have received a Limited Environmental Indemnity Agreement , as attached hereto and marked exhibit "A": and,

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

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

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 documents as attached hereto.

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

Adopted this _____ day of _____, 2014.

Ayes: _____

Nayes: _____

Absent: _____

Approved this _____ day of _____, 2014.

Keith Giagnorio, Village President

ATTEST:

Sharon Kuderna, Village Clerk

LIMITED ENVIRONMENTAL INDEMNITY AGREEMENT

This LIMITED ENVIRONMENTAL INDEMNITY AGREEMENT is entered into as of the _____ day of _____, 2014, by Equilon Enterprises LLC d/b/a Shell Oil Products US ("Indemnitor") and the Village of Lombard, DuPage County, Illinois (the "Village").

RECITALS

A. WHEREAS, Indemnitor is or was the owner of certain real property located at 930 E. Roosevelt Rd., Lombard, Illinois ("Indemnitor's Property") and legally described in EXHIBIT A; and

B. WHEREAS, an underground storage tank system, as defined in 40 CFR Part 280 or supplanting federal regulations, owned by Indemnitor or its predecessor in interest ("UST System"), was present on Indemnitor's Property; and

C. WHEREAS, a release to the environment of petroleum hydrocarbons, including gasoline and gasoline additives, has occurred in the past at the Indemnitor's Property. (All of the previously mentioned compounds which shall include Benzene, Ethylbenzene, Toluene, Xylene and Methyl Tertiary Butyl Ether (MTBE) and those identified in TACO/RBCA modeling calculations for the soil and groundwater contamination identified at Indemnitor's Property are hereby collectively referred to as "Compounds of Concern"). As a result of said release, the groundwater at the Indemnitor's Property contains detectable concentrations of Compounds of Concern. The soil and groundwater impacted by Compounds of Concern extends or may extend beyond the Indemnitor's Property. The Illinois Emergency Management Agency ("IEMA") has assigned Incident Numbers 20081062 to the releases at the Indemnitor's Property (the "Release"); and

D. WHEREAS, Indemnitor desires to limit any potential threat to human health from groundwater impacted with the Compounds of Concern and has requested that the Village enter into a highway authority agreement ("HAA") which would prevent access to soil and groundwater under the pavement of Meyers Road adjacent to Indemnitor's Property. Indemnitor would then use the HAA as an institutional control for the purpose of assisting Indemnitor in seeking a no further remediation ("NFR") determination from the Illinois Environmental Protection Agency ("IEPA") for the Release. The proposed HAA is attached hereto as EXHIBIT B. The area subject to this Agreement shall be the area in, under and adjacent to Indemnitor's Property which is within the jurisdiction of the Village as described and set forth in the HAA ("HAA Area"); and

NOW, THEREFORE, in consideration of the terms and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. This Limited Environmental Indemnity Agreement ("Agreement") is not binding upon the Village until it is executed by the undersigned representative of the Village of Lombard

and, prior to execution, this Agreement constitutes an offer by Indemnitor. The duly authorized representative of Indemnitor has signed this Agreement, and this Agreement is binding upon Indemnitor, its successors and assigns.

2. The Village agrees that it will adopt the HAA provided, however, that if the Village does not adopt the HAA or rescinds the HAA, this Agreement shall be deemed null and void, and Indemnitor shall have no other obligation pursuant to this Agreement to or remedy against the Village. Nothing contained in this Agreement shall be construed as an admission of liability by Indemnitor for any environmental condition at or adjacent to Indemnitor's Property but, if approved by the Village. Indemnitor will undertake the activities set forth herein irrespective of this non-admission. No breach by the Village, its agents, trustees, employees and its successors in interest of a provision of this Agreement is actionable in law or equity by Indemnitor against the Village, and Indemnitor hereby releases the Village and Village Affiliates (as defined below) from any cause of action it may have against them arising under this Agreement or Environmental Laws (as defined below), regulations or common law.

Specifically, Indemnitor knowingly waives and releases the Village and/or Village Affiliates from any and all claims, debts, dues and obligations of every kind and nature under the Illinois and United States Constitutions as well as under any federal or state statutes or laws, including but not limited to environmental laws related to the subject matter of this Agreement. Indemnitor further waives all remedies (including those which may be available under the Civil Rights Act) which are available to it for the violations of any of the terms of this Agreement, including but not limited to the equitable remedy of specific performance, and agrees not to seek injunctive relief of any sort. Indemnitor covenants not to sue the Village and/or Village Affiliates for a violation of any provision or terms of this Agreement.

3. Indemnitor on behalf of itself, its successors and assigns shall covenant and agree, at its sole cost and expense, to indemnify, defend and hold the Village and the Village's former, current and future officials, trustees, officers, servants, employees, agents, successors and assigns (collectively "Village Affiliates"), both in their capacities as Village representatives and as individuals, harmless from and against any loss, actions, responsibilities, obligations, liability, damage, expenses, claims (whether direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future), penalties, fines, injunctions, suits (including but not limited to suits alleging or related to personal injury and/or death), proceedings, disbursements or expenses (including, reasonable attorneys' and experts' fees and disbursements and court costs) (collectively, the "Liabilities"), arising under or relating to any Environmental Laws (as defined below), or any other Liabilities which may be incurred by or asserted against any of the Village Affiliates resulting or arising from, alleged to arise from, or caused by, in whole or in part, from the presence of Hazardous Material (as defined below) on, in or from the Indemnitor's Property (including the groundwater) and/or any condition of any property (including groundwater) or surface water alleged to have been caused by the migration, transportation, release or threatened release of Hazardous Materials on or from the Indemnitor's Property.

Indemnitor shall assume the expense of defending of all suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this Agreement. In the event that the

Village or any of the Village Affiliates is/are named as a defendant(s) in any lawsuit arising out of the matters to be indemnified under this Agreement, the Village and/or any of the Village Affiliates shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the reasonable costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by Indemnitor pursuant to the indemnification provisions herein. Indemnitor shall pay, promptly upon entry, any nonappealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this Agreement. In the event that such payment is not made, the Village or any Village Affiliate, at their sole discretion, may proceed to file suit against the Indemnitor to compel such payment. Indemnitor also agrees that it will not settle or compromise any action, suit or proceeding without the Village's prior written consent, which consent shall not be unreasonably withheld.

For purposes of this Agreement, "Hazardous Materials" means and includes Compounds of Concern, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials, and any items defined as hazardous, special or toxic materials, substances or waste under any Environmental Law, or any material which shall be removed from property located within the Village of Wheeling pursuant to any administrative order or enforcement proceeding or in order to place said property in a condition that is suitable for ordinary use. Hazardous Materials shall include each and every element, compound, chemical mixture, contaminant, pollutant, material waste or other substance which is defined, determined or identified as hazardous or toxic under Environmental Law or the release of which is regulated under Environmental Laws. "Environmental Laws" collectively means and includes any present and future local, state, federal or international law, statute, ordinance, order, decree, rule, regulation or treaty relating to public health, safety or the environment (including those laws relating to releases, discharges, emissions or disposals to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use, handling, storage, disposal, treatment, transportation or management of Hazardous Materials) including, without limitation, the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. §6901, et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., the Clean Water Act, 33 U.S.C. §1251, et seq., the Clean Air Act, as amended, 42 U.S.C. §7401, et seq., the Toxic Substances Control Act, 15 U.S.C. §2601, et seq., the Safe Drinking Water Act, 42 U.S.C. §300f, et seq., the Occupational Safety and Health Act, 29 U.S.C. §655, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136, et seq., the National Environmental Policy Act, 42 U.S.C. §4321, et seq., the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001, et seq., and the Illinois Environmental Protection Act and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereunder.

In addition to the indemnity provided above, if the Village or Village Affiliates encounter Hazardous Materials while working in, on or under the IAA Area or encounter Hazardous Materials migrating from Indemnitor's Property, the Village has the right to remove contaminated soil or groundwater from the area it is working and intends to do work and to

dispose of them as it deems appropriate not inconsistent with applicable Environmental Laws so as to avoid causing a further release of the Hazardous Materials and to protect human health and the environment. If Hazardous Materials are found anywhere within the boundaries of the proposed HAA, there is a presumption that the Hazardous Materials migrated from and are attributable to the Indemnitor's Property.

The removal or disposal shall be based upon the site investigation (which may be modified by field conditions during excavation), which Indemnitor may review or may perform, if requested to do so by the Village. If practicable, as determined by the Village, Indemnitor may be allowed to remove and dispose of the contaminated soil and/or groundwater necessary for the Village's work in advance of that work. In any event, Indemnitor shall reimburse the reasonable costs incurred by the Village to perform the site investigation and to dispose of any contaminated soil or groundwater. The parties understand and agree that the Village's soil and groundwater removal will be in conjunction and/or associated with other work being done by the Village in, on, under or near the Indemnitor's Property, and part of the purpose of this paragraph is that if the Village encounters contaminated soil and/or groundwater while working on its utilities, or on a municipal project or otherwise, it will not be responsible in any way for the cost associated with encountering, removing and/or disposing of the contaminated soil and/or groundwater. In addition, it is specifically understood and agreed between the parties that the Village will not be identified at any time, in any place, document or manifest as the owner, generator or transporter of contaminated soil or groundwater taken from Indemnitor's Property. If asked, Indemnitor will cooperate with the Village in the removal and disposal of such soil and groundwater and will sign all necessary documents and manifests for the proper transportation and disposal of the soil and/or groundwater.

4. If requested by the Village, Indemnitor shall immediately deliver to the Village any and all records, documents (including writings, drawings, graphs, charts, photographs, photo records, and other data compilations from which information can be obtained, translated, if necessary, through detection devices into reasonably usable form), or reports of any kind (including all written, printed, recorded or graphic matter however produced or reproduced and all copies, drafts and versions thereof not identical in each respect to the original) which relate or refer (which means, in addition to their customary and usual meaning, assess or assessing, concern or concerning, constitute or constituting, describe or describing, discuss or discussing, embody or embodying, evidence or evidencing, mention or mentioning and reflect or reflecting) environmental matters and/or conditions associated directly or indirectly with the Indemnitor's Property (including the groundwater thereunder), including but not limited to written reports or a site assessment, environmental audits, soil test reports, water test reports, laboratory analysis and documents, reports or writings relating or referring to the Indemnitor's Property provided, however, that nothing in this paragraph shall require the Indemnitor to deliver to the Village those communications and documents that are encompassed by the attorney-client privilege and/or the attorney work product doctrine.

5. Any notice required or permitted to be given to either party shall be deemed to be received by such party (i) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (ii) one (1) business day after deposit with a nationally recognized overnight delivery service guaranteeing next business day delivery, or (iii) upon

personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (iv) on the same business day as transmitted and confirmed by telecopy provided that a confirmation copy is concurrently deposited in United States Certified or Registered Mail, Return Receipt Requested. Such notices shall be addressed to the parties at the following addresses:

If to Indemnitor: John Robbins
Environmental Program Manager
Shell Oil Products US
20945 S. Wilmington Avenue
Carson, CA 90810
Phone: 815-468-8824
Fax: 713-423-0544

If to the Village: Village of Lombard
255 E. Wilson Ave.
Lombard, IL 60148
Attn: Village Manager

with a copy to: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive - Suite 1660
Chicago, Illinois 60606-2903
Attn: Dennis G. Walsh

or to the parties at such other addresses or telecopy numbers as they may designate by notice to the other party as herein provided.

6. This Agreement has been made and delivered in the State of Illinois and shall be construed according to and governed by the internal laws of the state of Illinois without regard to its conflict of law rules. If any provision hereof shall be held invalid, prohibited or unenforceable under any applicable laws of any applicable jurisdiction, such invalidity, prohibition or unenforceability shall be limited to such provision and shall not affect or invalidate the other provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction, and to that extent, the provisions hereof are severable. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.

7. Failure of the Village to require performance of any provision of this Agreement shall not affect the Village's right to require full performance thereof at any time thereafter, and the waiver by the Village of a breach of any provision of this Agreement shall not constitute or be deemed a waiver of a similar breach in the future, or any other breach, or nullify the effectiveness of such provisions of this Agreement. The rights and remedies of the Village of this Agreement are cumulative. The exercise or use of any one or more thereof shall not bar the Village from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise or use of any right or remedy by the Village waive any other right or remedy. The parties are aware of 42 U.S.C. §9607(e), and waive any rights they may otherwise

have to assert that such statute does not permit, or renders invalid, the waivers or indemnity provisions contained in this Agreement.

8. This Agreement shall be binding upon the Indemnitor and the successors and assigns. No transfer of Indemnitor's rights or obligations hereunder shall be made without the prior written approval of the Village, which approval shall be with their reasonable discretion.

9. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may not be amended, modified, revised, supplemented or restated except by a writing signed by each of the parties hereto. In construing this Agreement or determining the rights of the parties hereunder, no party shall be deemed to have drafted or created this Agreement or any portion thereof.

10. Indemnitor will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the Village in enforcing the covenants and agreements of this Agreement.

11. The executing representatives of the parties to this Agreement represent and certify that they are fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind that party to it.

IN WITNESS WHEREOF, the parties have executed this Limited Environmental Indemnity Agreement as of the day, month and year first above written.

VILLAGE OF LOMBARD

EQUILON ENTERPRISES LLC d/b/a
SHELL OIL PRODUCTS US

By: _____

By: Beth A. Flowers

Name: _____

Name: Beth A. Flowers

Title: _____

Title: US Claims lead

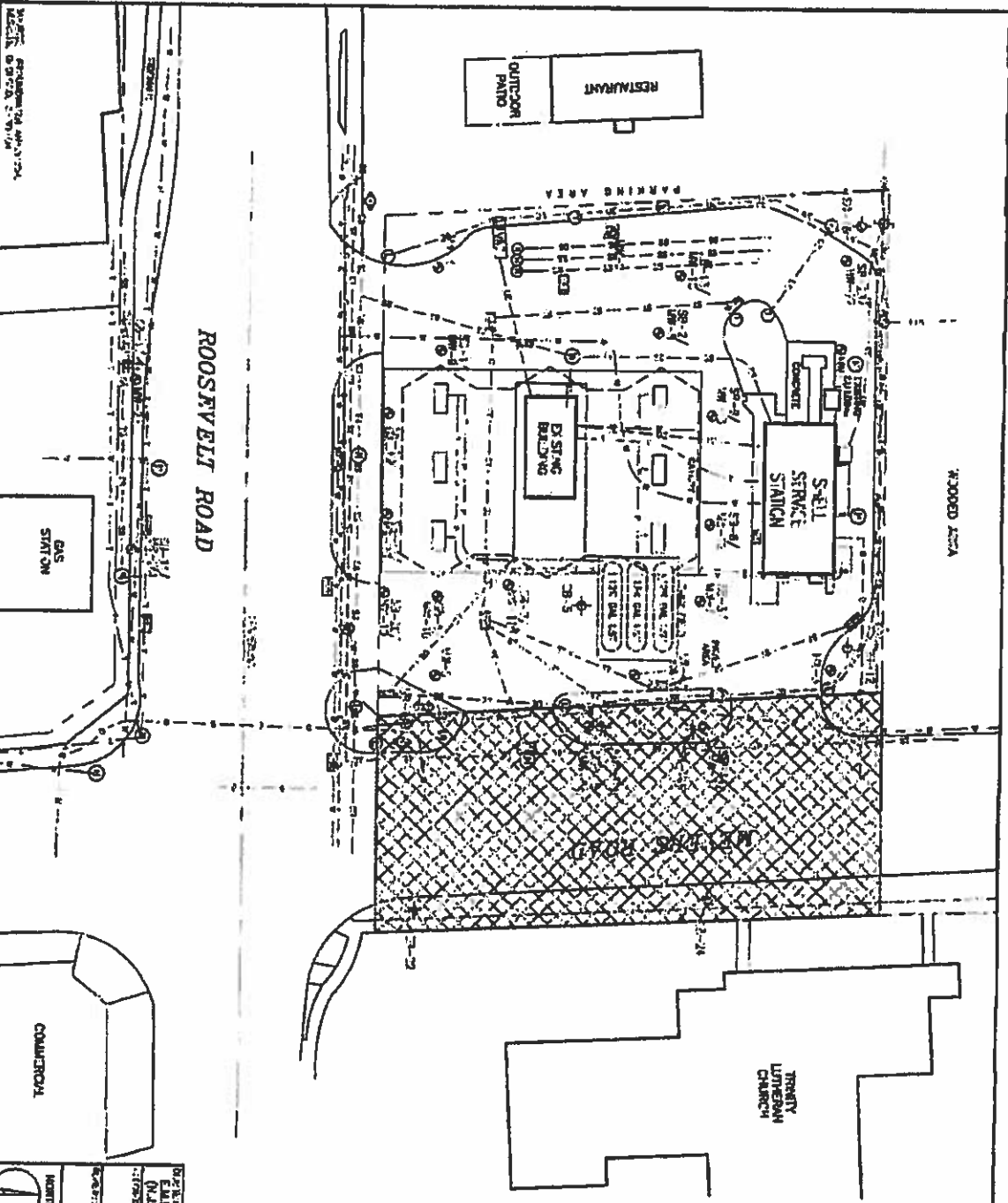
Exhibit A
Legal Description

8

CC#116820

LOT 1 IN EQUILON ENTERPRISES-LLC CONSOLIDATION PLAT NO. 4 RECORDED FEBRUARY 18, 2003 AS DOCUMENT R2003062780 OF LOT 6 (EXCEPT THAT PART TAKEN FOR HIGHWAY IN CASE 86ED-89) AND ALL OF LOT 7 IN BLOCK 7 IN A. T. MC INTOSH AND CO'S WESTOWN LANDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP .39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 12, 1951 AS DOCUMENT 625824, IN DUPAGE COUNTY, ILLINOIS.

Tax Parcel ID No. 06-16-311-017
Address: 930 East Roosevelt Road, Lombard, IL 60148 .
116820/6728



PROPOSED AREA

ROOSEVELT ROAD

GAS STATION

COMMERCIAL

TRINITY LUTHERAN CHURCH

- LEGEND**
- BB CATCH BASIN
 - ② UTILITY MANHOLE
 - ③ WATER MANHOLE
 - ④ UTILITY POLE
 - ⑤ FIRE HYDRANT
 - ⑥ LIGHT POLE
 - ⑦ TELEPHONE
 - ⑧ TRANSFORMER ISLAND
 - ⑨ PRODUCT PIPING LINE
 - ⑩ VEAT LINE
 - ⑪ POT HOLE TO WELL
 - ⑫ DESTROYED MONITORING WELL
 - ⑬ S.T. BORING
 - ⑭ UNDERGROUND SANITARY SEWER LINE
 - ⑮ UNDERGROUND STORM SEWER LINE
 - ⑯ UNDERGROUND WATER LINE
 - ⑰ UNDERGROUND GAS LINE
 - ⑱ OVERHEAD UTILITIES
 - ⑲ UNDERGROUND ELECTRIC LINE
 - ⑳ UNDERGROUND TELEPHONE LINE
- AREA SUBJECT TO VILLAGE OF LOMBARD ENERGY AUTHORITY AGREEMENT



<p>PROPOSED VILLAGE OF LOMBARD ENERGY AUTHORITY AGREEMENT MAP</p> <p>SELL OIL PRODUCTS US SHELL SERVICE STATION S&P #118020</p> <p>530 WEST ROOSEVELT ROAD</p> <p>LOMBARD, ILLINOIS</p>	<p>DATE: 12-18-12</p> <p>SCALE IN FEET: 1" = 40'</p>
---	--

EXHIBIT B

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ___ day of _____, 2014 pursuant to 35 Ill. Adm. Code 742.1020 by and between Equilon Enterprises LLC d/b/a Shell Oil Products US ("Owner/Operator") and the Village of Lombard Illinois ("Lombard"), collectively known as the "Parties."

WHEREAS, Owner/Operator is or was the owner or operator of one or more leaking underground storage tanks presently or formerly located at 930 E. Roosevelt Rd., Lombard, Illinois (the "Site");

WHEREAS, as a result of one or more releases of contaminants at the above referenced Site (the "Release"), soil and/or groundwater contamination at the Site exceeds the Tier I residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier I 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;

WHEREAS, the Parties desire to limit access to soil within the right-of-way that exceeds Tier I 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 20081062 to the Release.
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 I residential remediation objectives as a result of the Release.
4. Attached as Exhibit B is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier I residential remediation objective, its Tier I residential remediation objective and its concentrations within the zone where Tier I 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 roadway areas within which Lombard maintains utility lines on Meyers Road which is adjacent to the Site that is governed by this agreement ("Right-of-Way"). Because

Exhibit C is not a surveyed plat, the Right-of-Way boundary is that area of Meyers Road which is within the depicted area and which may be an approximation of the actual Right-of-Way lines. Because the collection of samples within the Right-of-Way is not practical, the Parties stipulate that, based on modeling, soil and groundwater contamination exceeding Tier I residential remediation objectives does not and will not extend beyond the boundaries of the Right-of-Way or that area which is depicted within Exhibit C.

6. Lombard stipulates it maintains utilities within the Right-of-Way that gives it access to the soil located within or beneath the Right-of-Way.
7. Lombard agrees that to the limit of its ability to do so, it will prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier I residential remediation objectives.
8. Lombard further agrees to limit access by itself and others who are under its control to soil within the Right-of-Way exceeding Tier I residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. Lombard may construct, reconstruct, improve, repair, maintain and operate its utilities within the Right-of-Way, or allow others to do the same by permit. In addition, Lombard and others using or working in the Right-of-Way under permit for utility work 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. Lombard agrees to allow utility work on its behalf in the Right-of-Way subject to the following or a substantially similar condition: As a condition of this permit or contract the permittee shall request the office issuing this permit or access right to identify sites in the Right-of-Way where Lombard governs access to soil that exceeds the Tier I 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.
9. This agreement may be but is not required to be referenced in the Illinois Environmental Protection Agency's (the "Agency") no further remediation determination issued for the Release.
10. If required by the Agency, 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 Lombard, or subsequent transferor, and the transferee.

11. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and, if required to be filed by the Agency, once the Agency issues a new no further remediation determination to reflect there is no longer need for this agreement, or until the agreement is otherwise terminated or voided.
12. In addition to any other remedies that may be available, if the Agency has determined that this Agreement is required to obtain an NFR determination, 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.
13. This agreement shall be null and void 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. 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 following addresses:

If to the Illinois Environmental
Protection Agency

Manager, Division of Remediation Management
Bureau of Land
1021 N. Grand Ave. East
PO Box 19276
Springfield, IL 62974-9276

If to Indemnitor:

John Robbins
Environmental Program Manager
Shell Oil Products US
20945 S. Wilmington Avenue
Carson, CA 90810
Phone: 815-468-8824
Fax: 713-423-0544

If to the Village:

with a copy to

Village of Lombard
255 E. Wilson Ave.
Lombard, Illinois 60148-3931
Attn: Village Manager

Klein, Thorpe and Jenkins, Ltd
20 North Wacker Drive - Suite 1660
Chicago, Illinois 60606-2903
Attn: Dennis G. Walsh

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

VILLAGE OF LOMBARD

Date: _____, 2014

By: Keith Gianorio
Its: Village President


ATTEST:

By: Janet Downer
Its: Deputy Village Clerk

Date: _____, 2014.

EQUILON ENTERPRISES LLC
d/b/a SHELL OIL PRODUCTS US

Date: 12/16, 2013


By: John Robbins
Title: Environmental Program Manager

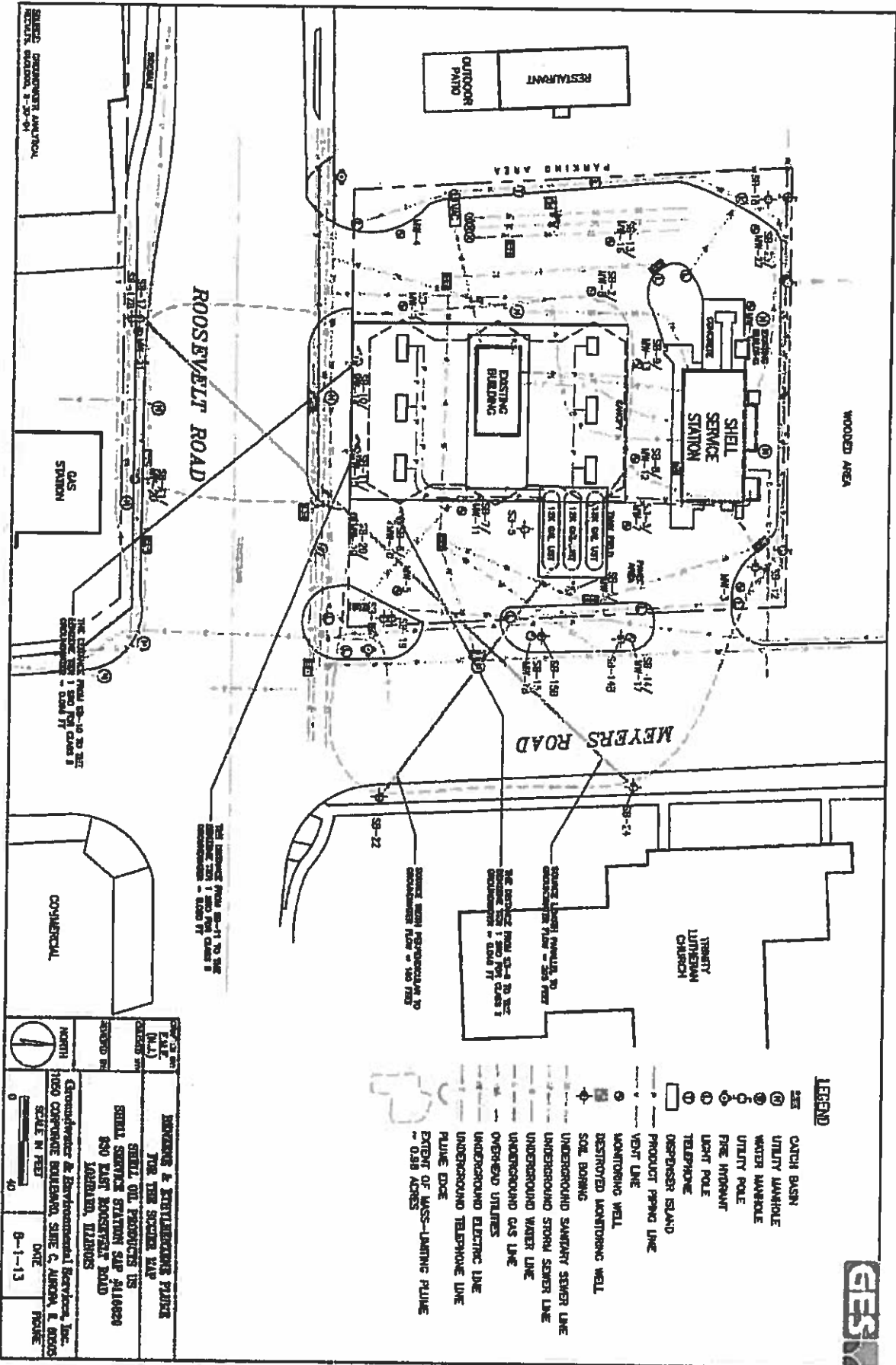


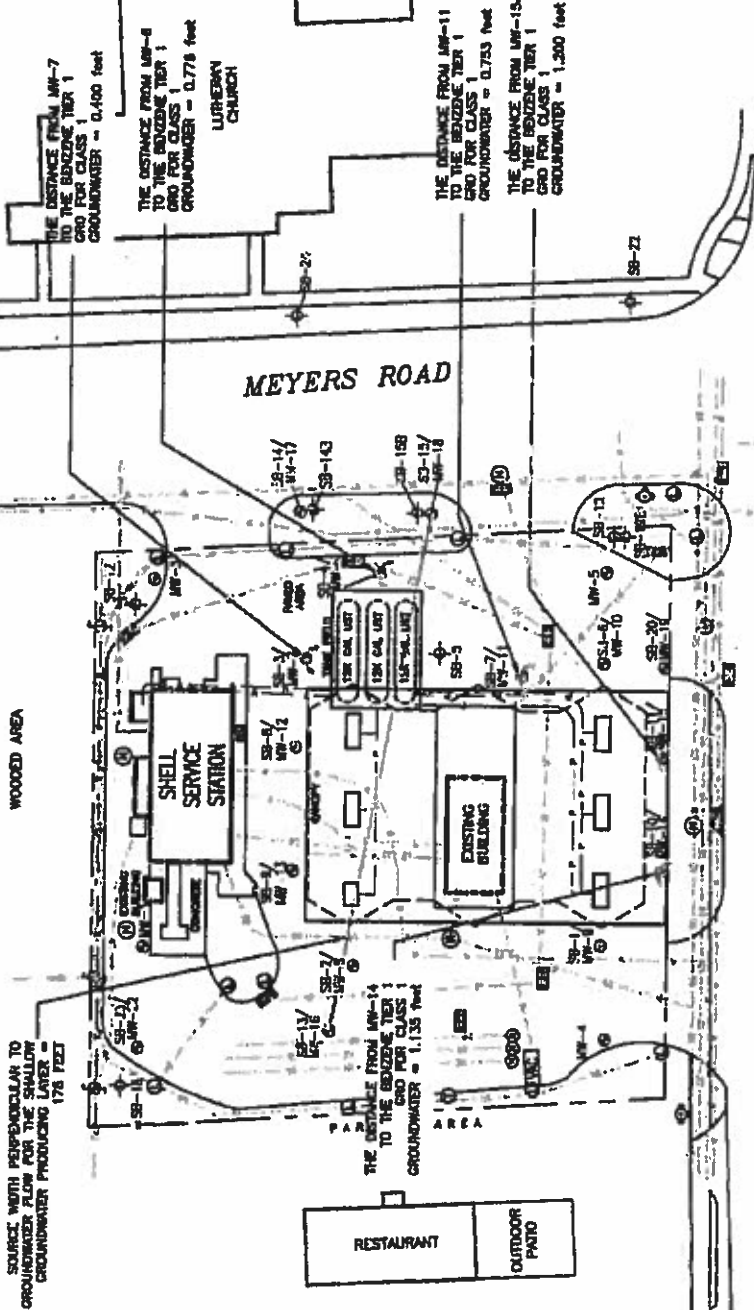
EXHIBIT A-1 SOIL



EXI
IT A
GR
ND
TEF

LEGEND

- CATCH BASIN
- UTILITY MANHOLE
- UTILITY POLE
- FIRE HYDRANT
- LIGHT POLE
- TELEPHONE
- DISPENSER ISLAND
- PRODUCT PIPING LINE
- VENT LINE
- MONITORING WELL
- DESTROYED MONITORING WELL
- SOIL BORING
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- OVERHEAD UTILITIES
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND TELEPHONE LINE
- PLUME EDGE



SOURCE WITH PERPENDICULAR TO GROUNDWATER FLOW FOR THE SHALLOW GROUNDWATER PRODUCING LAYER = 178 FEET

THE DISTANCE FROM MW-7 TO THE BEAVER TIER 1 GROUNDWATER = 0.400 feet

THE DISTANCE FROM MW-8 TO THE BEAVER TIER 1 GROUNDWATER = 0.778 feet

LUTHERAN CHURCH

THE DISTANCE FROM MW-11 TO THE BEAVER TIER 1 GROUNDWATER = 0.753 feet

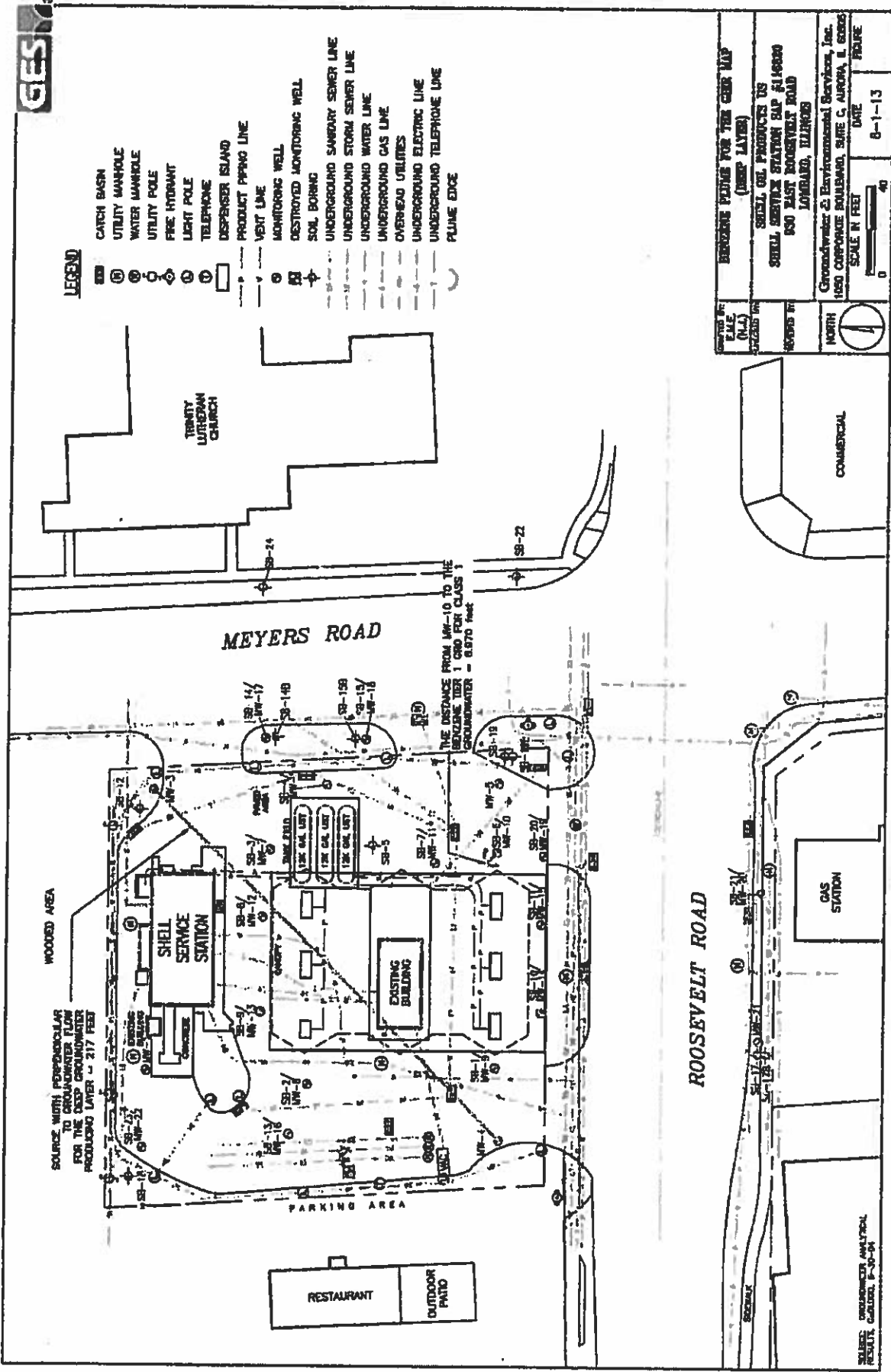
THE DISTANCE FROM MW-15 TO THE BEAVER TIER 1 GROUNDWATER = 1.300 feet

THE DISTANCE FROM MW-14 TO THE BEAVER TIER 1 GROUNDWATER = 1.135 feet

SOURCE: GROUNDWATER ANALYTICAL RESULTS SHEET, P-26-08

LEGEND

- CATCH BASIN
- ⊕ UTILITY MANHOLE
- ⊕ UTILITY POLE
- ⊕ FIRE HYDRANT
- ⊕ LIGHT POLE
- ⊕ TELEPHONE
- ⊕ DISPENSER ISLAND
- ⊕ PRODUCT PIPING LINE
- ⊕ VENT LINE
- ⊕ MONITORING WELL
- ⊕ DESTROYED MONITORING WELL
- ⊕ SOIL BORING
- ⊕ UNDERGROUND SANITARY SEWER LINE
- ⊕ UNDERGROUND STORM SEWER LINE
- ⊕ UNDERGROUND WATER LINE
- ⊕ UNDERGROUND GAS LINE
- ⊕ OVERHEAD UTILITIES
- ⊕ UNDERGROUND ELECTRIC LINE
- ⊕ UNDERGROUND TELEPHONE LINE
- ⊕ PLUME EDGE



PROJECT NO.	DATE	SCALE, IN FEET	DATE
01-2305	8-1-13	1" = 40'	8-1-13
<p>BERNARDI ENGINEERING FOR THE GEEB MAP (DEEP LAYER)</p> <p>SHELL OIL PRODUCTS US</p> <p>SHELL SERVICE STATION SLP #146880</p> <p>830 EAST ROOSEVELT ROAD</p> <p>LOVETLAND, ILLINOIS</p> <p>Groundwater & Environmental Services, Inc.</p> <p>1850 CORPORATE BULEVARD, SUITE C, AURORA, IL 60504</p>			
NORTH		PLUME	

SOIL ANALYTICAL DATA - BTEX/MTBE

Soil Analysis
 V20 Fuel Recovery Fund
 Lombard, Illinois

Tier 1 Non-Remediation Objectives for Residential Properties			Benzene (ppb,kg)	Toluene (ppb,kg)	Ethylbenzene (mg/kg)	Xylenes (ppb,kg)	MTBE (mg/kg)
Sample Location	Date	Depth (feet)					
Inception - residential			12	16,000	7,000	16,000	76
Inception - residential under			2,500	3,000	2,500	2,500	2,000
Inception - residential			10	20	5	5	10
Inception - residential under			2,500	3,000	2,500	2,500	2,000
Soil Component of Groundwater (Class II)			5,000	10	10	10	0.50
Soil Component of Groundwater (Class I)			100	10	10	10	0.10
Sample Location	Date	Depth (feet)					
SB-1 NW-1	06/24/2010	2	0.007	0.007	0.022	0.021	0.007
	07/19/2011	2	0.005	0.005	0.020	0.010	0.005
	07/19/2011	11	0.000	0.000	0.000	0.000	0.000
SB-2 NW-1	06/24/2010	4	0.007	0.007	0.022	0.021	0.007
	07/19/2011	4	0.005	0.005	0.020	0.010	0.005
	07/19/2011	14	0.000	0.000	0.000	0.000	0.000
SB-3 NW-7	06/24/2010	5	0.011	0.011	0.037	0.036	0.011
	07/19/2011	5	0.005	0.005	0.020	0.010	0.005
	07/19/2011	11	0.000	0.000	0.000	0.000	0.000
SB-4 NW-6	06/24/2010	4	0.006	0.006	0.021	0.020	0.006
	07/19/2011	2	0.004	0.004	0.013	0.013	0.004
	07/19/2011	12	0.000	0.000	0.000	0.000	0.000
SB-5	06/24/2010	4	0.010	0.010	0.033	0.032	0.010
	07/19/2011	4	0.005	0.005	0.020	0.010	0.005
	07/19/2011	11	0.000	0.000	0.000	0.000	0.000
SB-6 NW-10	06/24/2010	4	0.007	0.007	0.022	0.021	0.007
	07/19/2011	4	0.005	0.005	0.020	0.010	0.005
	07/19/2011	7	0.000	0.000	0.000	0.000	0.000
SB-7 NW-11	06/24/2010	4	0.009	0.009	0.029	0.028	0.009
	07/19/2011	4	0.005	0.005	0.020	0.010	0.005
	07/19/2011	11	0.000	0.000	0.000	0.000	0.000
SB-8 NW-11	06/24/2010	3	0.008	0.008	0.027	0.026	0.008
	07/19/2011	3	0.004	0.004	0.012	0.012	0.004
	07/19/2011	7	0.000	0.000	0.000	0.000	0.000
SB-9 NW-13	06/24/2010	2	0.004	0.004	0.013	0.012	0.004
	07/19/2011	8	0.006	0.006	0.021	0.020	0.006
	07/19/2011	4	0.005	0.005	0.020	0.010	0.005
SB-10 NW-14	06/24/2010	4	0.007	0.007	0.022	0.021	0.007
	07/19/2011	4	0.005	0.005	0.020	0.010	0.005
	07/19/2011	7	0.000	0.000	0.000	0.000	0.000
SB-11 NW-11	06/24/2010	2	0.007	0.007	0.022	0.021	0.007
	07/19/2011	2	0.004	0.004	0.012	0.012	0.004
	07/19/2011	7	0.000	0.000	0.000	0.000	0.000
SB-12	06/24/2010	3	0.009	0.009	0.029	0.028	0.009
	07/19/2011	8	0.006	0.006	0.021	0.020	0.006
	07/19/2011	7	0.000	0.000	0.000	0.000	0.000
SB-13 NW-12	06/24/2010	2	0.004	0.004	0.013	0.012	0.004
	07/19/2011	4	0.005	0.005	0.020	0.010	0.005
	07/19/2011	7	0.000	0.000	0.000	0.000	0.000
SB-14 NW-13	06/24/2010	2	0.004	0.004	0.013	0.012	0.004
	07/19/2011	4	0.005	0.005	0.020	0.010	0.005
	07/19/2011	7	0.000	0.000	0.000	0.000	0.000
SB-15 NW-10	06/24/2010	2	0.004	0.004	0.013	0.012	0.004
	07/19/2011	2	0.004	0.004	0.013	0.012	0.004
	07/19/2011	4	0.005	0.005	0.020	0.010	0.005
SB-16	06/24/2010	4	0.007	0.007	0.022	0.021	0.007
	07/19/2011	6	0.004	0.004	0.013	0.012	0.004
	07/19/2011	7	0.000	0.000	0.000	0.000	0.000
SB-17 NW-10	06/24/2010	2	0.004	0.004	0.013	0.012	0.004
	07/19/2011	7	0.006	0.006	0.021	0.020	0.006
	07/19/2011	7	0.000	0.000	0.000	0.000	0.000
SB-18 NW-20	06/24/2010	4	0.007	0.007	0.022	0.021	0.007
	07/19/2011	6	0.004	0.004	0.013	0.012	0.004
	07/19/2011	7	0.000	0.000	0.000	0.000	0.000
SB-19 NW-19	06/24/2010	2	0.004	0.004	0.013	0.012	0.004
	07/19/2011	7	0.006	0.006	0.021	0.020	0.006
	07/19/2011	7	0.000	0.000	0.000	0.000	0.000
SB-20 NW-20	06/24/2010	4	0.007	0.007	0.022	0.021	0.007
	07/19/2011	6	0.004	0.004	0.013	0.012	0.004
	07/19/2011	7	0.000	0.000	0.000	0.000	0.000
SB-21 NW-17	06/24/2010	3	0.004	0.004	0.013	0.012	0.004
	07/19/2011	17	0.006	0.006	0.021	0.020	0.006
	07/19/2011	17	0.000	0.000	0.000	0.000	0.000
SB-22 NW-17	06/24/2010	3	0.004	0.004	0.013	0.012	0.004
	07/19/2011	17	0.006	0.006	0.021	0.020	0.006
	07/19/2011	17	0.000	0.000	0.000	0.000	0.000
SB-23 NW-19	06/24/2010	4	0.007	0.007	0.022	0.021	0.007
	07/19/2011	19	0.006	0.006	0.021	0.020	0.006
	07/19/2011	19	0.000	0.000	0.000	0.000	0.000
SB-24 NW-19	06/24/2010	4	0.007	0.007	0.022	0.021	0.007
	07/19/2011	17	0.006	0.006	0.021	0.020	0.006
	07/19/2011	17	0.000	0.000	0.000	0.000	0.000
SB-25 NW-19	06/24/2010	4	0.007	0.007	0.022	0.021	0.007
	07/19/2011	17	0.006	0.006	0.021	0.020	0.006
	07/19/2011	17	0.000	0.000	0.000	0.000	0.000
SB-26 NW-19	06/24/2010	4	0.007	0.007	0.022	0.021	0.007
	07/19/2011	17	0.006	0.006	0.021	0.020	0.006
	07/19/2011	17	0.000	0.000	0.000	0.000	0.000
SB-27 NW-19	06/24/2010	4	0.007	0.007	0.022	0.021	0.007
	07/19/2011	17	0.006	0.006	0.021	0.020	0.006
	07/19/2011	17	0.000	0.000	0.000	0.000	0.000
SB-28 NW-19	06/24/2010	4	0.007	0.007	0.022	0.021	0.007
	07/19/2011	17	0.006	0.006	0.021	0.020	0.006
	07/19/2011	17	0.000	0.000	0.000	0.000	0.000
SB-29 NW-19	06/24/2010	4	0.007	0.007	0.022	0.021	0.007
	07/19/2011	17	0.006	0.006	0.021	0.020	0.006
	07/19/2011	17	0.000	0.000	0.000	0.000	0.000

Notes:
 1. mg/kg = milligrams per kilogram or parts per thousand (ppm)
 2. nd = not detected above the level of analytical detection limit
 3. Bold = concentrations above T111111 At Post 10/10/11 R/O

GROUNDWATER ANALYTICAL DATA - BTPX/MTBF

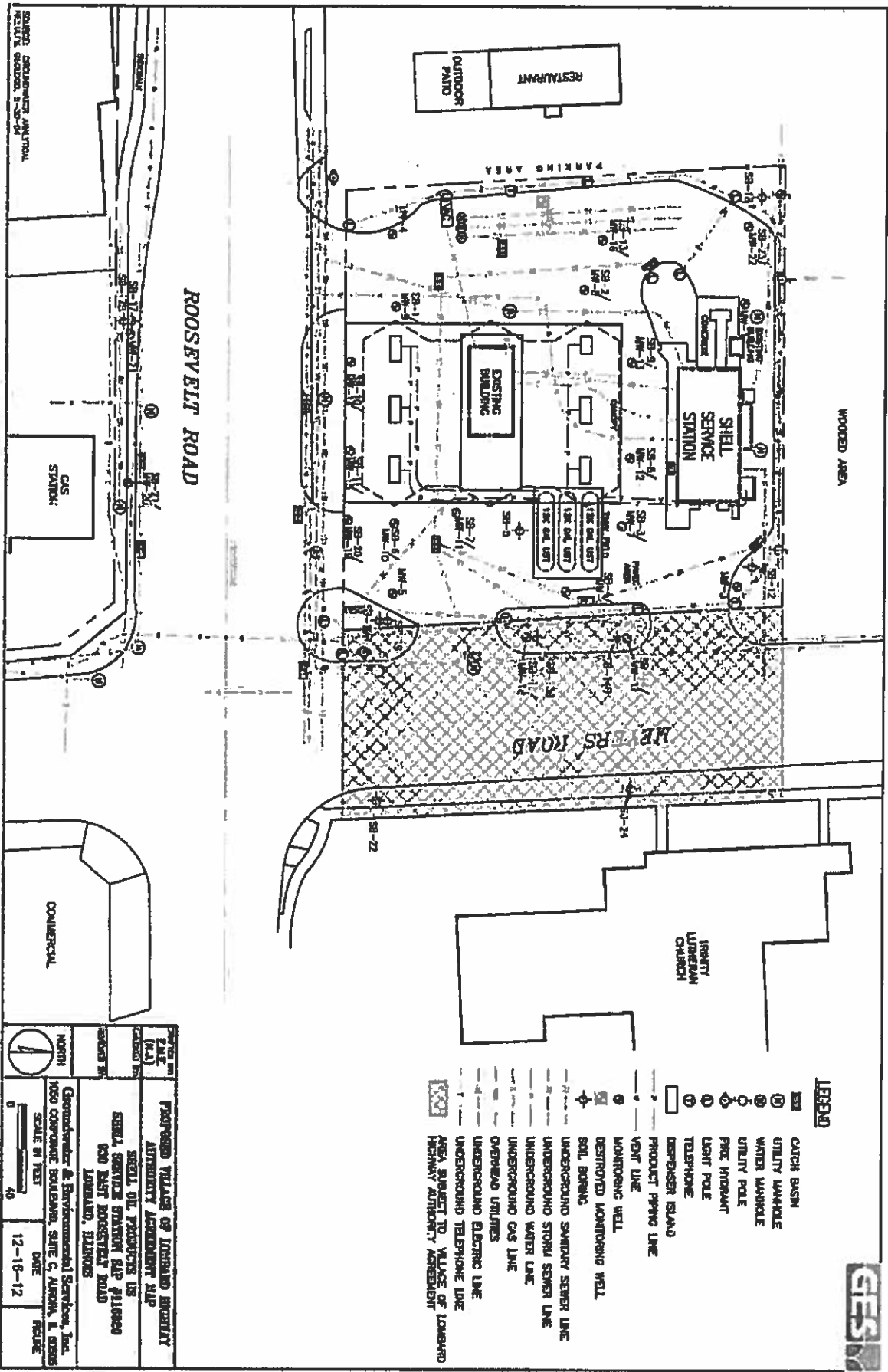
Shell #116823
 610 East Raccoon Road
 Lombard, Illinois

Tier 1 Groundwater Remediation Objective for the Groundwater Inorganic Pesticide Route					Benzene (ppb)	Toluene (ppb)	Trichloroethene (ppb)	Xylenes (ppb)	MTBE (ppb)
Class I Groundwater Remediation Objective					5	1,000	700	10,000	50
Class II Groundwater Remediation Objective					25	5,000	1,000	13,000	70
Indoor Inhalation - Residential (<3 feet building)					110	570,000	370	30,000	1,000,000
Indoor Inhalation - Industrial/Commercial (>3 feet building)					110	570,000	1,400	97,000	1,000,000
Sample Location	Sample Date	Reference Elevation	Depth to Groundwater	Groundwater Elevation	Benzene (ppb)	Toluene (ppb)	Trichloroethene (ppb)	Xylenes (ppb)	MTBE (ppb)
MW-1	04-01-2001	98.47	11.44	84.02	ND	ND	ND	ND	ND
	08-14-2001	98.47	13.47	81.04	ND	ND	ND	ND	ND
	12-10-2001	98.47	10.01	84.46	ND	ND	ND	ND	ND
	04-08-2002	98.47	11.41	81.06	ND	ND	ND	ND	ND
	08-27-2002	98.47	11.27	82.20	ND	ND	ND	ND	1.16
	09-16-2002	94.47	15.46	83.01	ND	ND	ND	ND	2.44
	07-10-2008	97.12	11.15	85.97	ND	ND	ND	ND	ND
	10-20-2008	95.47	13.09	85.38	ND	1.927	ND	ND	10.04
	04-26-2009	98.47	9.65	89.82	ND	ND	ND	ND	6.08
	11-20-2009	98.47	12.61	84.86	ND	ND	ND	ND	ND
	01-09-2010	93.47	8.60	89.81	ND	ND	ND	ND	ND
	11-27-2010	98.47	12.93	85.54	ND	ND	ND	ND	ND
	05-29-2011	92.46	12.45	86.01	ND	ND	ND	ND	ND
	04-10-2012	96.46	10.45	86.01	ND	ND	ND	ND	ND
MW-2	04-01-2001	98.46	17.30	81.16	ND	ND	ND	ND	ND
	02-18-2003	98.71	17.38	81.33	ND	ND	ND	ND	ND
	12-12-2007	97.94	17.67	82.27	ND	ND	ND	ND	ND
	04-08-2009	97.94	9.51	89.43	ND	ND	ND	ND	ND
	04-26-2009	98.04	ND	ND	ND	ND	ND	ND	ND
MW-3	04-01-2001	98.81	16.49	82.32	ND	ND	ND	ND	ND
	08-14-2001	98.81	14.41	83.40	ND	ND	ND	ND	ND
	12-10-2001	98.81	15.70	83.11	ND	ND	ND	ND	ND
	04-08-2002	98.81	11.09	87.72	ND	ND	ND	ND	2.1
	08-27-2002	98.81	11.20	86.61	ND	ND	ND	ND	2.11
	09-16-2002	98.71	17.48	81.23	ND	ND	ND	ND	2.52
	07-10-2008	92.81	ND	ND	ND	ND	ND	ND	ND
	10-20-2008	92.81	11.44	87.38	ND	1.154	ND	ND	ND
	04-26-2009	98.81	14.99	83.82	ND	1.1	ND	ND	4.07
	11-20-2009	98.81	14.1	84.70	ND	1.1	ND	ND	4.07
	01-09-2010	95.81	14.08	83.73	ND	4.5	ND	ND	2.6
	11-27-2010	98.81	16.41	82.40	ND	ND	ND	ND	ND
	05-29-2011	97.81	14.93	83.88	ND	0.4	ND	ND	ND
	04-10-2012	98.46	14.74	83.72	ND	ND	ND	ND	ND
MW-4	04-01-2001	98.82	15.22	83.60	ND	ND	ND	ND	ND
	08-14-2001	98.82	14.42	84.40	ND	ND	ND	ND	ND
	12-10-2001	98.82	17.13	81.69	ND	ND	ND	ND	ND
	04-08-2002	98.82	12.51	86.31	ND	ND	ND	ND	ND
	08-27-2002	98.82	12.08	86.74	ND	ND	ND	ND	ND
	09-16-2002	98.82	17.81	80.89	ND	ND	ND	ND	ND
	07-10-2008	98.82	17.14	81.66	ND	ND	ND	ND	ND
	10-20-2008	98.46	17.04	82.42	ND	2.204	ND	ND	ND
	04-26-2009	98.82	17.01	81.81	ND	ND	ND	ND	ND
	11-20-2009	98.82	17.68	81.14	ND	ND	ND	ND	ND
	01-09-2010	98.82	17.56	81.24	ND	ND	ND	ND	ND
	11-27-2010	98.82	17.01	81.83	ND	ND	ND	ND	ND
	05-29-2011	98.82	17.57	81.26	ND	0.4	ND	ND	ND
	04-10-2012	98.82	17.47	81.35	ND	ND	ND	ND	ND
MW-5	04-01-2001	98.83	21.23	80.60	ND	ND	ND	ND	ND
	08-14-2001	98.83	19.13	81.70	ND	ND	ND	ND	ND
	12-10-2001	98.83	18.48	80.34	ND	ND	ND	ND	ND
	04-08-2002	98.83	17.07	81.76	ND	ND	ND	ND	ND
	08-27-2002	98.83	16.41	82.42	ND	ND	ND	ND	ND
	09-16-2002	98.83	11.41	87.41	ND	ND	ND	ND	ND
	07-10-2008	98.83	14.20	84.63	ND	ND	ND	ND	ND
	10-20-2008	98.83	15.24	83.68	ND	2.902	ND	ND	ND
	04-26-2009	98.83	16.34	82.27	ND	ND	ND	ND	ND
	11-20-2009	98.83	17.44	82.18	ND	ND	ND	ND	ND
	01-09-2010	98.83	17.44	81.84	ND	ND	ND	ND	ND
	11-27-2010	98.83	14.82	84.01	ND	ND	ND	ND	ND
	05-29-2011	98.83	13.82	85.19	ND	0.4	ND	ND	ND
	04-10-2012	98.83	13.40	85.43	ND	ND	ND	ND	ND
MW-6	05-10-2004	98.22	4.45	93.77	479	20	1257	718	21
	10-30-2004	98.22	4.85	93.42	633.2	19.8	534.5	109.14	48.7
	05-26-2009	98.22	4.07	94.15	744.9	8.7	621.4	104.8	81.8
	11-27-2009	98.22	4.40	93.76	448	16.72	202.7	30.7	54.62
	01-09-2010	98.22	4.46	93.31	418.1 B	13.35	266.1 D	64.03	18.8
	11-27-2010	98.22	4.68	92.74	221.4	5.87	101.1	41.73	24.44
	05-29-2011	98.22	4.14	94.20	438	17	207	90	46
	04-10-2012	98.22	4.99	93.77	ND	ND	ND	ND	ND

GROUNDWATER ANALYTICAL DATA - BTFVMTBF

Sheet #11 of 20
 930 East Roosevelt Road
 Lombard, Illinois

'Tier I' Groundwater Remediation Objectives for the Groundwater Impaction Regulatory Route					Benzene (ug/l)	Toluene (ug/l)	Ethylbenzene (ug/l)	Xylenes (ug/l)	MTHF (ug/l)
Class I Groundwater Remediation Objective					5	1,000	200	10,000	10
Class II Groundwater Remediation Objective					25	2,400	1,000	10,000	50
Indoor Inhalation - Residential (<3 feet below)					110	550,000	370	20,000	1,000,000
Indoor Inhalation - Industrial/Commercial (>3 feet below)					110	510,000	1,100	91,000	1,000,000
Sample Location	Sample Date	Reference Elevation	Depth to Groundwater	Groundwater Elevation					
MW-7	07/10/2008	98.83	5.28	93.55	285	57	4	110	221
	10/30/2009	98.83	5.50	93.33	389.5	15.22	1.000	63.15	99.69
	05/20/2009	98.83	4.70	94.13	371.7	10.24	1.85	18.02	123.8
	10/24/2009	98.83	4.94	93.89	121.7	1.28	1	1	289.9
	01/02/2010	98.83	5.72	93.11	18.67	1	1	1	142.3
	11/20/2010	98.83	6.39	92.44	1	1	1	1	95.86
	02/20/2012	99.01	6.10	92.91	68	10	1	20	180
04/16/2012	99.05	6.10	92.95	NS	NS	NS	NS	NS	
MW-8	07/10/2008	98.74	13.09	85.65	NS	NS	NS	NS	NS
	10/30/2009	98.76	15.10	83.66	1	1.45	1	1	46.71
	05/20/2009	98.70	13.99	84.71	1	1	1	1	148.2
	10/24/2009	98.75	15.60	83.09	1	1	1	1	114.6
	01/02/2010	98.70	14.04	84.70	6.10	1	1.02	1	128.1
	11/20/2010	98.70	16.88	81.82	1	1	1	1	80.76
	02/20/2012	98.89	15.10	83.69	0.4	0.4	0.5	1	110
04/16/2012	98.70	14.90	83.80	NS	NS	NS	NS	NS	
MW-9	07/10/2008	98.60	5.41	93.19	2.1	2	2	2	2
	10/30/2009	98.68	6.14	92.46	1	1.448	1	1	1
	05/20/2009	98.63	4.31	94.33	1	1	1	1	1
	10/24/2009	98.68	4.72	94.12	1	1	1	1	1
	02/02/2010	98.69	5.25	93.44	NS	NS	NS	NS	NS
	11/20/2010	98.88	10.88	87.80	NS	NS	NS	NS	NS
	02/20/2012	98.85	5.85	92.99	1.4	0.4	0.5	1	1
04/16/2012	98.85	4.92	93.88	NS	NS	NS	NS	NS	
MW-10	07/10/2008	97.01	8.82	90.19	2	2	2	2	2
	10/30/2009	99.01	7.53	89.48	12.12	2.695	1	1	83.28
	05/20/2009	99.01	7.60	89.41	1.60	1	1	1	277.5
	10/24/2009	99.01	11.36	87.65	1	1	1	1	318.5
	01/02/2010	97.01	9.27	89.74	1	1	1	1	317.5
	11/20/2010	99.04	12.93	86.07	11.4	1	1	1	243.4
	02/20/2012	99.07	12.23	86.80	4.2	0.3	0.5	1	180
04/16/2012	99.12	11.84	87.28	NS	NS	NS	NS	NS	
MW-11	05/20/2009	98.65	5.91	92.74	617.4 D	2,361 D	1,372 D	5,311 D	1,071
	10/24/2009	98.66	5.57	93.27	355.6	145.8	66.4	2,719	1,399
	01/02/2010	98.67	5.08	93.93	21.74	30.0	10.66	218.9	17.02
	11/20/2010	98.60	5.63	93.37	267	15.1	22.9	2.687	91.3
	02/20/2012	98.60	5.61	93.39	NS	NS	NS	NS	NS
	04/16/2012	98.57	5.42	93.32	380	4.1	1,300 D	2,000 D	510
	05/20/2012	98.64	5.62	93.32	1	1	1	1	198
MW-12	10/24/2009	97.14	6.24	90.90	1	1.23	3.25	19.95	178.2
	01/02/2010	97.12	5.57	91.55	1	1	1	1	126.4
	11/20/2010	97.14	6.64	90.50	1.74	1	1	1	91.3
	02/20/2012	98.14	5.07	93.07	NS	NS	NS	NS	NS
	04/16/2012	98.26	5.12	92.88	0.09	0.4	0.5	1	94
	05/20/2012	98.21	5.07	92.94	1	1	1	1	118
	10/20/2010	97.41	5.70	91.71	1	1	1	1	178
MW-13	03/02/2010	99.11	6.92	92.19	1	1	1	1	21.0
	11/20/2010	99.11	12.17	86.94	1	1	1	1	132.3
	02/20/2012	99.24	8.27	90.97	0.2	0.4	0.5	1	98
	04/16/2012	99.25	8.20	91.05	NS	NS	NS	NS	NS
	05/20/2012	99.27	7.20	91.93	2,968 D	94.13	1,692 D	5,511 D	12.14
	10/24/2009	99.17	7.61	91.56	2,128	31.2	1,034	2,672	90
	02/02/2010	99.17	4.43	94.64	2,969	15.1	1,948	2,015	60
MW-14	11/20/2010	99.17	5.12	94.05	2,431 D	34.75	1,918 D	5,045	2,709
	02/20/2012	99.27	4.86	94.45	1,809	11	800	1,200	31
	04/16/2012	99.31	4.94	94.37	NS	NS	NS	NS	NS
	05/20/2012	99.33	4.12	95.01	2,071 D	29.15	1,211 D	1,211 D	24.22
	10/24/2009	99.33	4.50	94.54	1,483	18.1	77.1	1,011	20
	01/02/2010	99.33	4.31	94.69	1,772 D	18.01	88.6	127.3	27.31
	11/20/2010	99.33	5.90	93.43	1,963 D	42.92	22.1	618.1	4
MW-15	02/20/2012	99.33	5.05	93.88	NS	NS	NS	NS	NS
	04/16/2012	99.27	3.85	95.10	2,300 D	17	353	370	17
	03/02/2010	98.61	3.87	94.74	1	1	1	1	25
	11/20/2010	98.64	4.55	94.11	NS	NS	NS	NS	NS
MW-16	02/20/2012	98.24	5.6	93.0	NS	NS	NS	NS	NS
	04/16/2012	99.09	4.94	94.07	1.3	0.4	0.5	1	1



- LEGEND**
- ☐ CATCH BASIN
 - UTILITY MANHOLE
 - WATER VALVE
 - UTILITY POLE
 - FIRE HYDRANT
 - LIGHT POLE
 - TELEPHONE
 - DISPERSER ISLAND
 - PRODUCT PIPING LINE
 - VENT LINE
 - MONITORING WELL
 - DESTROYED MONITORING WELL
 - SOIL BORING
 - UNDERGROUND SANITARY SEWER LINE
 - UNDERGROUND STORM SEWER LINE
 - UNDERGROUND WATER LINE
 - UNDERGROUND GAS LINE
 - OVERHEAD UTILITIES
 - UNDERGROUND ELECTRIC LINE
 - UNDERGROUND TELEPHONE LINE
- AREA SUBJECT TO VILLAGE OF LOMBARD HIGHWAY AUTHORITY AGREEMENT

<p>PROPOSED VILLAGE OF LOMBARD HIGHWAY AUTHORITY AGREEMENT MAP</p> <p>SHELL OIL PRODUCTS US</p> <p>SHELL SERVICE STATION S&P #110820</p> <p>630 EAST ROOSEVELT ROAD</p> <p>LOMBARD, ILLINOIS</p>	<p>DATE: 12-16-12</p> <p>SCALE: 1" = 40'</p> <p>FIGURE</p>
--	--

EXHIBIT C