

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

  X   Resolution or Ordinance (Blue)  
       Recommendations of Boards, Commissions & Committees  
       (Green)  
       Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: March 22, 2005 (COW) (B of T) Date: April 7, 2005

TITLE: Highway Agreement, 935 E. St. Charles

SUBMITTED BY: John Burg, Assistant Director of Public Works



BACKGROUND/POLICY IMPLICATIONS:

See attached memo.

Fiscal Impact/Funding Source:

None

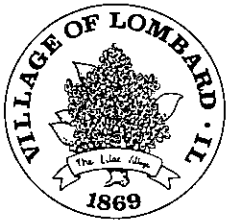
Review (as necessary):

Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_

Finance Director X \_\_\_\_\_ Date \_\_\_\_\_

Village Manager X W. T. Lichter Date 3/24/05

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.



To: William Lichter, Village Manager  
Through: Wes Anderson, Director of Public Works  
From: John Burg, Assistant Director of Public Works  
Date: March 22, 2005  
Subject: Highway Agreement, 935 E. St. Charles

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~~Wes~~ coordinated w/CD

John Burg

Attached is a copy of a Highway Agreement for Village Board consideration. The agreement sets forth the corrective actions necessary to undertake remediation activities within the St. Charles Road and Westmore Avenue rights-of-way to meet Illinois Environmental Protection Agency objectives. The contaminants originated from the old Shell gas station at 935 E. St. Charles. This agreement sets forth the property owner's obligations and rights associated with addressing the remediation efforts. Village Counsel has negotiated and reviewed the agreement.

Public Works contracted with Testing Service Corporation (TSC) to review all documents submitted by Shell regarding the contaminated soils. TSC recommended approval of this agreement. Under a previous agreement, Shell is paying for all Village legal expenses and TSC costs.

I recommend approval of the resolution authorizing the signatures of the President and Village Clerk on the agreement. Please place this item on the April 7, 2005 agenda for consideration by the Board.

**RESOLUTION**

**R \_\_\_\_\_**

**A RESOLUTION AUTHORIZING SIGNATURE OF  
PRESIDENT AND CLERK ON AN AGREEMENT**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and Equilon Enterprises LLC, 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 approve such 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 agreement 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: \_\_\_\_\_

Nays: \_\_\_\_\_

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 \_\_\_\_\_ day of March, 2005, pursuant to 35 Ill. Admin. Code Section 742.1020 and by and between EQUILON ENTERPRISES LLC ("OWNER/OPERATOR") 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 OWNER/OPERATOR.

2. OWNER/OPERATOR stipulates:

a. OWNER/OPERATOR is pursuing a corrective action of a Site and of the right-of-way adjacent to the boundary of the Site located at 935 E. 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 has been sampled for Contaminants, and the parties believe that the area of the

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

c. The Illinois Emergency Management Agency has assigned incident number 900764 to this release at the Site.

d. OWNER/OPERATOR 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 the OWNER/OPERATOR 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, the OWNER/OPERATOR agrees to reimburse the VILLAGE for maintenance activities requested by OWNER/OPERATOR 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. OWNER/OPERATOR 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 other entities holding highway permits and the VILLAGE's former, current and future officials, trustees, agents and/or contractors (provided they are indemnified by the Village), 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 permit entities, and/or the VILLAGE's former, current and future officials, trustees, agents and/or contractors (provided they are indemnified by the Village), and employees, by any person or entity arising out of, relating to, connected with, or in any way associated with the release of Contaminants from the Site by OWNER/OPERATOR. In the event that any such claim, action, cause of action or lawsuit is brought or filed, the VILLAGE, and its former, current and future officials, trustees, employees, agents and/or contractors (provided they are indemnified by the Village), agents, and said highway authorities and permit entities sued thereunder, 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 all at OWNER/OPERATOR's expense pursuant to this Agreement.

7. This Agreement shall be binding upon all successors in interest to OWNER/OPERATOR 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 OWNER/OPERATOR, 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 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 the Owner/Operator 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.

10. 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. 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 shall be based upon the site investigation (which may be modified by field conditions during excavation), which OWNER/OPERATOR may review or may perform, at no cost to the VILLAGE, if requested to do so by the VILLAGE. If practicable, as determined by the VILLAGE, the VILLAGE may request OWNER/OPERATOR to remove and dispose of the contaminated soil or groundwater necessary for the VILLAGE's Work in advance of that Work.

OWNER/OPERATOR 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. 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 thirty (30) working days by making payment.

11. Written notice required by this Agreement shall be mailed to the following: if to OWNER/OPERATOR: Environmental Engineering, Shell Oil Products US, Science & Engineering, 603 E. Diehl Road, Suite 103, Naperville, Illinois 60563, 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.

12. 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.

OWNER/OPERATOR hereby releases the VILLAGE from liability for breach of this Agreement by others under permit and indemnifies 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.

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

contractors, 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. No other breach by the VILLAGE, its agents, contractors, employees and its successors in interest of a provision of this Agreement is actionable in either law or equity by OWNER/OPERATOR against the VILLAGE and OWNER/OPERATOR hereby releases the VILLAGE, its 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 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.

14. 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

EQUILON ENTERPRISES, LLC.

By: John Robbins DATE: 2/28/05

(Printed) JOHN ROBBINS

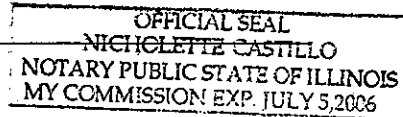
Its: Senior ENVIRONMENTAL ENGINEER

The within and foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2005, by John Robbins, who is the Senior Environmental Engineer of Equilon Enterprises LLC, a Delaware limited liability company, on behalf of the Company.

Witness my hand and official seal this 28<sup>TH</sup> day of FEBRUARY, 2005.

Nichollette Castillo  
Notary Public

My commission expires:



12/22/04

# EXHIBIT A

## Nature and extent of Hydrocarbon Impact Information – For Exhibit A

Refer to Figure 1 – Soil Concentration Map

Refer to Figure 2 – Groundwater Equipotential and Concentration Map

Refer to Table 1 – Soil BTEX Concentrations

Refer to Table 2 – Groundwater Elevations and BTEX Concentrations.





TABLE 1  
Soil BTEX Concentrations

Former Shell Service Station, #128889  
935 East St. Charles Road  
Lombard, DuPage County, Illinois

IEMA #900764

Tier 1 Exposure Routes With Remediation Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylene(s) (mg/kg)
<i>Ingestion</i>			12	16,000	7,800	160,000
<i>Inhalation</i>			0.8	650	400	320
<i>SCGIER - Class I Groundwater</i>			0.03	12	13	150
<i>SCGIER - Class II Groundwater</i>			0.17	29	19	150
Soil Boring Location	Date	Depth (ft)				
SB006 S1	09/06/89	3-5	<0.005	<0.005	<0.005	0.003
SB006 S4	09/06/89	12-14	ND	0.194	0.038	0.396
SB006 S5	09/06/89	15-17	0.01	0.224	0.091	0.318
SB007 S2	09/06/89	2-4	ND	0.001	0.074	0.001
SB007 S4	09/06/89	8-10	0.006	0.037	<0.005	0.115
SB007 S5	09/06/89	13-15	0.005	0.024	0.019	0.066
SB008 S2	09/06/89	5-7	0.001	0.031	0.027	0.098
SB009 S1	09/06/89	3-5	0.018	0.34	0.12	0.55
SB009 S2	09/06/89	8-10	0.003	0.044	0.031	0.131
SB010 S2	09/06/89	3-5	0.001	0.013	0.01	0.033
SB010 S5	09/06/89	10-12	0.008	0.077	0.034	0.099
SB011 S1	09/06/89	2-4	0.019	0.087	0.041	0.11
SB011 S2	09/06/89	10-12	ND	ND	ND	ND
SB006 S1	08/14/90	2-4	ND	ND	0.036	0.019
SB007 S1	08/14/90	2-4	ND	ND	ND	0.025
SB009 S1	08/14/90	3-5	ND	4.8	5.4	41
SB010 S1	08/14/90	2-4	ND	ND	ND	0.63
SB012 S1	08/14/90	3-5	ND	ND	<0.005	<0.005
SS006	12/09/92	12	0.026	0.013	<0.002	0.011
SS007	12/09/92	10	0.002	0.015	0.007	0.061
SS008	12/09/92	10	<0.002	0.004	0.003	0.041
SS011	12/09/92	12	0.029	0.04	0.041	0.158
SS012	12/09/92	12	0.005	0.009	0.004	0.018
SS013	12/16/92	9	0.85	0.768	8.55	19.08
SS014	12/16/92	8	1.58	13.1	8.39	40.4
SS015	12/16/92	8	1	39.7	13.1	84.4
SS023	12/30/92	7	<0.002	<0.002	<0.002	<0.002
SS024	12/30/92	6	<0.002	<0.002	<0.002	<0.002
SS028	01/11/93	9	0.009	4.52	10.2	62.5
SS029	01/11/93	11	0.006	0.015	0.004	0.022
SS031	01/11/93	8	0.01	0.004	<0.002	<0.002
SS033	01/11/93	12	0.04	0.078	0.045	0.154
SS034	01/25/93	8	0.214	0.584	1.59	0.36
SS035	01/25/93	7	0.013	0.012	0.296	0.58
SS036	01/25/93	6	0.012	0.102	0.083	0.327
SS037	01/25/93	7	<0.002	0.006	<0.002	<0.002
SS038	01/25/93	11	<0.002	0.005	<0.002	0.007
SS039	01/25/93	10	3.34	25.2	23.1	97.9
SP-1	05/23/94	5-7	0.54	0.017	0.51	0.54
SP-1	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-2	05/23/94	5-7	1.3	1.4	3.1	7.1

TABLE 1  
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IEMA #900764

Tier 1 Exposure Routes With Remediation Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylene(s) (mg/kg)
Ingestion			12	16,000	7,800	160,000
Inhalation			0.8	650	400	320
SCGIER - Class I Groundwater			0.03	12	13	150
SCGIER - Class II Groundwater			0.17	29	19	150
Soil Boring Location	Date	Depth (ft)				
SP-2	05/23/94	12-15	<0.005	<0.005	<0.005	<0.005
SP-3	05/23/94	5-7	3	0.79	6.8	22
SP-3	05/23/94	13-15	2.3	1.4	4.7	14
SP-4	05/23/94	5-7	0.14	0.023	0.44	0.43
SP-4	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-5	05/23/94	5-7	2	0.44	3.9	6.2
SP-5	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-6	05/23/94	5-7	0.22	0.19	0.058	0.31
SP-6	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-7	05/23/94	5-7	1.1	0.13	2	0.96
SP-7	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-8	05/23/94	5-7	11	27	29	40
SP-8	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-9	05/23/94	5-7	0.63	<0.005	0.016	0.11
SP-9	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-10	05/23/94	5-7	1.3	0.14	3.2	4.4
SP-10	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-11	05/23/94	5-7	<0.005	<0.005	<0.005	0.01
SP-11	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-12	05/23/94	5-7	3.3	4.7	8	48
SP-12	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
MW-9/MW-13*	05/23/94	5-7	<0.005	<0.005	<0.005	<0.005
MW-9/MW-13*	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
MW-10	05/23/94	5-7	3.5	3.6	6.8	17
MW-10	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
MW-11	05/23/94	5-7	7.7	12	14	55
MW-11	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
MW-12	05/23/94	5-7	1.5	0.054	1.6	1.7
MW-12	05/23/94	13-15	<0.005	<0.005	<0.005	<0.005
SP-13	12/16/94	3-5	0.097	0.019	<0.002	0.22
SP-13	12/16/94	8-10	0.049	0.019	0.07	0.15
SP-14	12/16/94	8-10	0.87	2.8	3.1	16
SP-15	12/16/94	3-5	0.14	0.29	0.15	0.79
SP-16	12/16/94	3-5	0.17	0.45	1.2	4.4
SP-17	12/16/94	3-5	<0.001	<0.001	<0.001	0.004
SP-17	12/16/94	8-10	0.078	0.006	0.082	0.14
SP-18	12/16/94	3-5	0.022	0.019	0.19	0.46
SP-18	12/16/94	8-10	0.32	3.7	2.1	8.5
MW-14	05/15/95	3-5	<0.002	<0.002	<0.002	<0.002
MW-15	05/15/95	3-5	0.11	0.078	0.93	1.3
MW-16	05/15/95	3-5	<0.002	<0.002	<0.002	<0.002



**TABLE 1**  
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IEMA #900764

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<i>SCGIER - Class II Groundwater</i>			0.17	29	19	150
Soil Boring Location	Date	Depth (ft)				
MW-17	06/22/95	3-5	0.003	0.002	<0.002	<0.002
MW-18	06/22/95	3-5	9.7	71	39	160
SP-19/MW-19	12/13/95	3-5	1.1	11	8.2	36
SP-20	12/13/95	5-7	1.1	<0.006	1.5	0.26
SP-21	12/13/95	5-7	0.009	0.007	0.011	0.011
SP-22	12/13/95	5-7	<0.002	0.007	<0.002	0.007
SP-23	12/13/95	5-7	<0.002	<0.002	<0.002	<0.002
SB-1/MW-20	02/11/97	3-5	<0.002	<0.002	<0.002	<0.002
P-1-13	05/18/98	13	<0.002	0.005	0.006	0.024
P-2-13	05/18/98	13	<0.002	<0.005	<0.005	<0.015
P-3-12	05/18/98	12	<0.002	<0.005	<0.005	<0.015
P-4-5	07/21/98	5	0.53	0.063	5.6	7.8
P-4-10	07/21/98	10	<0.002	<0.005	<0.005	<0.015
P-5-6	08/18/98	6	0.01	0.037	0.043	0.14
P-5-10	08/18/98	10	0.009	0.026	0.017	0.018
P-5-12	08/18/98	12	<0.002	0.017	0.018	0.069
P-6	06/25/04	2	<0.00026	<0.00025	<0.00063	<0.00047
P-6	06/25/04	4	<0.0003	0.0013	<0.00071	0.0036
MW-10R	06/25/04	6	0.521	<0.013	8.09	2.85
SP-3R	06/25/04	6	1.97	0.023	24.6	7.1
MW-11R	06/25/04	5	8.38	4.04	28.3	79.4
MW-11R	06/25/04	6	2.67	1.7	5.59	16.3
MW-18R	06/25/04	4	6.65	72.3	69.3	299
SP-8R	06/25/04	2	<0.00027	<0.00027	<0.00066	0.0025
SP-8R	06/25/04	6	5.51	0.0371	0.285	0.146
SP-12R	06/25/04	6	<0.00027	<0.00026	<0.00064	0.0017
<b>Notes:</b>						
1) mg/kg = milligrams per kilogram						
2) SCGIER = Soil Component of the Groundwater Ingestion Exposure Route						
3) ft = Feet						
4) Bold = Analytical result exceeds soil remediation objective						
5) <0.005 = Not detected above analytical method detection limit						
6) ND = Compound not detected and detection limit was not available.						
* Based on historical data MW-9 and MW-13 are the same soil boring/monitoring well.						

**TABLE 1**  
**Soil BTEX Concentrations**

Former Shell Service Station, #128889  
935 East St. Charles Road  
Lombard, DuPage County, Illinois

IEMA #900764

Tier 1 Exposure Routes With Remediation Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylene(s) (mg/kg)
<i>Ingestion</i>			12	16,000	7,800	160,000
<i>Inhalation</i>			0.8	650	400	320
<i>SCGIER - Class I Groundwater</i>			0.03	12	13	150
<i>SCGIER - Class II Groundwater</i>			0.17	29	19	150
Soil Boring Location	Date	Depth (ft)				
SB-2	11/08/04	5	<0.019	<0.075	<0.075	<0.075
SB-3	11/08/04	5	<b>3.95</b>	0.114	<b>18.1</b>	0.49
SB-4	11/08/04	4	<0.020	<0.081	<0.081	<0.081
MW-12R	11/08/04	4	<0.019	<0.078	<0.078	<0.078
MW-12R	11/08/04	5-7	<0.020	<0.081	<0.081	<0.081
SP-10R	11/08/04	5	<0.021	<0.086	0.14	0.165
SP-10R	11/08/04	5-7	<0.021	<0.082	0.151	0.29
<b>Notes:</b>						
1) mg/kg = milligrams per kilogram						
2) SCGIER = Soil Component of the Groundwater Ingestion Exposure Route						
3) ft = Feet						
4) Bold = Analytical result exceeds soil remediation objective						
5) <0.005 = Not detected above analytical method detection limit						
6) ND = Compound not detected and detection limit was not available.						

**TABLE 2**  
**Groundwater Elevations and BTEX Concentrations**

Former Shell Service Station, #128889  
 935 East St. Charles Road  
 Lombard, DuPage County, Illinois

IEMA #900764

Tier I Exposure Routes & Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylene(s) (ug/L)
<i>Class I Groundwater</i>					5	1000	700	10000
<i>Class II Groundwater</i>					25	2500	1000	10000
Sample Location	Sample Date	Referenced Elevation	Depth to Groundwater	Groundwater Elevation				
MW-10	05/27/94	100.92	22.89	78.03	<1	<1	<1	<1
	06/07/94	100.92	NG	NG	<1	<1	<1	<1
	10/06/94	100.92	NG	NG	NS	NS	NS	NS
	01/23/95	100.92	NG	NG	NS	NS	NS	NS
	03/30/95	100.92	NG	NG	NS	NS	NS	NS
	06/05/95				Well Abandoned			
MW-11	06/07/94	100.23	12.4	87.83	<1	2	<1	4
	10/06/94	100.23	8.1	92.13	1	<1	<1	<1
	01/23/95	100.23	NG	NG	<1	<1	<1	<1
	03/30/95	100.23	NG	NG	<1	<1	<1	<1
	06/05/95	100.23	NG	NG	<1	<1	<1	<1
	09/27/95				Well Abandoned			
MW-12	06/07/94	101.14	19.1	82.04	<1	<1	<1	<1
	10/05/94	101.14	11.68	89.46	<1	<1	<1	<1
	01/23/94	101.14	NG	NG	<1	<1	<1	<1
	03/30/95	101.14	5.71	95.43	<1	<1	2	<1
	06/05/95	101.14	4.36	96.78	<1	<1	<1	<1
	09/27/95				Well Abandoned			
MW-13/MW-9*	06/07/94	101.64	11.29	90.35	<1	<1	<1	<1
	10/05/94	101.64	4.53	97.11	<1	<1	<1	<1
	01/23/94	101.64	NG	NG	<1	<1	<1	<1
	03/30/95	101.64	5.32	96.32	<1	<1	<1	<1
	06/27/95				Well Abandoned			
MW-14	06/05/95	101.78	3.26	98.52	<1	<1	<1	<1
	09/27/95	101.78	6.08	95.7	<1	<1	<1	<1
	12/15/95	101.78	6.62	95.16	<1	<1	<1	<1
	03/04/96	101.78	7.17	94.61	<1	<1	<1	<1
	10/03/96	101.78	3.81	97.97	<1	<1	<1	<1
	03/13/97	101.78	2.65	99.13	<1	<1	<1	<1
	08/27/97	101.78	2.18	99.6	<1	<1	<1	<1
	06/25/98	101.78	3.18	98.6	<0.5	<0.5	<0.5	<0.5
	07/13/04				Well Destroyed			
	MW-15	06/05/95	101.2	3.58	97.62	39	2	11
09/27/95		101.2	4.04	97.16	230	<1	56	33
12/15/95		101.2	4.88	96.32	380	<1	130	65
03/04/96		101.2	7.6	93.6	150	<1	34	25
10/03/96		101.2	3.41	97.79	27	<1	7	2
03/13/97		101.2	2.62	98.58	190	<1	66	36
08/27/97		101.2	2.23	98.97	4	<1	<1	<1
06/25/98		101.2	2.51	98.69	5.5	<0.5	<0.5	<0.5
07/13/04					Well Destroyed			
MW-16	06/05/95	100.6	3.47	97.13	<1	<1	<1	<1
	09/27/95	100.6	3.25	97.35	<1	<1	<1	<1
	12/15/95	100.6	6.24	94.36	<1	<1	<1	<1
	03/04/96	100.6	4.92	95.68	<1	<1	<1	<1
	10/03/96	100.6	2.82	97.78	<1	<1	<1	<1
	03/13/97	100.6	2.61	97.99	<1	<1	<1	<1
	08/27/97	100.6	2.41	98.19	<1	<1	<1	<1
	06/25/98	100.6	2.23	98.37	<0.5	<0.5	<0.5	<0.5
	07/13/04				Well Destroyed			
MW-17	09/27/95	101.38	12.2	89.18	NS	NS	NS	NS
	12/15/95	101.38	8.03	93.35	NS	NS	NS	NS
	03/04/96	101.38	7.74	93.64	<1	<1	<1	<1
	10/03/96	101.38	9.28	92.1	<1	<1	<1	<1
	03/13/97	101.38	4.98	96.4	<1	<1	<1	<1
	08/27/97	101.38	7.68	93.7	<1	<1	<1	<1
	06/25/98	101.38	6.53	94.85	<0.5	<0.5	<0.5	<0.5
07/13/04				Well Destroyed				

**TABLE 2**  
**Groundwater Elevations and BTEX Concentrations**

Former Shell Service Station, #128889  
 935 East St. Charles Road  
 Lombard, DuPage County, Illinois

IEMA #900764

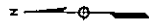
Tier I Exposure Routes & Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylene(s) (ug/L)
<i>Class I Groundwater</i>					5	1000	700	10000
<i>Class II Groundwater</i>					25	2500	1000	10000
Sample Location	Sample Date	Referenced Elevation	Depth to Groundwater	Groundwater Elevation				
MW-18	09/27/95	100.63	7.82	92.81	150	25	72	93
	12/15/95	100.63	8.23	92.4	1600	620	420	1600
	03/04/96	100.63	8.45	92.18	100	10	9	14
	10/03/96	100.63	9.09	91.54	NS	NS	NS	NS
	03/13/96	100.63	NS	NS	NS	NS	NS	NS
	08/27/97	100.63	5.28	95.35	NS	NS	NS	NS
	06/25/98	100.63	NS	NS	NS	NS	NS	NS
	07/13/04				Well Destroyed			
MW-19	03/04/96	NA	NG	NA	NS	NS	NS	NS
	10/03/96	NA	2.9	NA	2000	3100	1200	2600
	03/13/97	NA	1.23	NA	1900	3000	1200	4300
	08/27/97	NA	2.17	NA	860	1700	440	2600
	06/25/98	NA	2.97	NA	780	910	560	2100
	07/13/04	NA	1.02	NA	416	5.9	296	25.6
MW-20	03/13/97	100	1.3	98.7	<1	6	<1	<1
	08/27/97	100	1.63	98.37	<1	12	<1	<1
	06/25/98	100	4.3	95.7	<0.5	1.2	<0.5	<0.5
	07/13/04				Well Destroyed			
MW-21	06/25/98	99.44	3.02	96.42	<0.5	<0.5	<0.5	<0.5
	07/13/04	99.44	2	97.44	<1	<1	<1	<1
MW-22	06/25/98	100.22	4.39	95.83	<0.5	<0.5	<0.5	<0.5
	07/13/04	100.22	3.74	96.48	<1	<1	<1	<1
MW-23	06/25/98	99.67	5.19	94.48	<0.5	<0.5	<0.5	<0.5
	07/13/04	99.67	3.46	95.21	<1	<1	<1	<1

1) ug/l = micrograms per liter  
 2) ND = Not Detected  
 3) NS = Not Sampled  
 4) NA = Not Available  
 5) NC = Not Collected  
 6) Monitoring wells MW-20 through MW-23 were surveyed on 6/5/98 using MW-20 as a benchmark.  
 \* Based on historical data MW-9 and MW-13 are the same soil boring/monitoring well.

# **EXHIBIT B**

Area Covered by Highway Authority Agreement – For Exhibit B

Refer to Figure 3 – Base Map with Utilities



SCALE IN FEET

LEGEND

PROPERTY BOUNDARY

EXCAVATION LIMITS

MONITORING WELL LOCATION

ABANDONED MONITORING WELL

SOIL BORING LOCATION

WATER MAIN

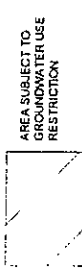
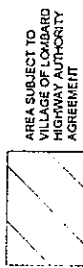


FIGURE 3  
BASE MAP WITH UTILITIES

FORMER SHELL  
SERVICE STATION #128889  
935 E. ST. CHARLES ROAD  
LOMBARD, ILLINOIS

DESIGNED BY: JRS  
DATE: 02/04  
SCALE: 1" = 20'  
CADD: BMD205  
REVIEWED BY: JPH  
DATE: 02/04  
REVISED: 01/05  
PROJECT: SH-IL-2005-49  
NOT A LEGAL SURVEY, DRAWING BASED ON DOCUMENTATION PROVIDED BY SHELL OIL PRODUCTS AND FIELD NOTES BY NESA PERSONNEL. ALL LOCATIONS ARE APPROXIMATE.

HES & ASSOCIATES, INC.

