Legistar #: 250103 DISTRICT: 4

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

X	Resolution or Ordinance (Blue) Recommendations of Boards, Con Other Business (Pink)	
TO:	PRESIDENT AND BOARD OF T	RUSTEES
FROM:	Scott Niehaus, Village Manager	
DATE:	March 4, 2025	(BoT) DATE: March 20, 2025
TITLE:	Environmental Indemnity Agreem – 401 E North Avenue	ent and Highway Authority Agreement
SUBMITTED BY:	David P. Gorman, Asst. Director of	of Public Works ADEA
The Department of Pu President and Clerk to a Highway Authority items are associated v	sign accompanying items of an Er	
FISCAL IMPACT/FU	JNDING SOURCE	
Review (as necessary):	
Village Attorney X		Date
Finance Director X		Date
Village Manager X _		Date



MEMORANDUM

TO: Scott Niehaus, Village Manager

THROUGH: Carl Goldsmith, Director of Public Works

FROM: David Gorman, Asst. Director of Public Works 10 Rt

SUBJECT: Groundwater Use Prohibition Code Amendment, Environmental Indemnity

Agreement, and Highway Authority Agreement Related to Soil

Contamination at 401 E. North Avenue

DATE: March 4, 2025

BACKGROUND

The Village has received a request from BP Products North America to adopt an ordinance to amend Village Code §51.02 to ban the use of groundwater wells related to soil contamination at 401 E. North Avenue. Companion actions are a Limited Environmental Liability Indemnity Agreement and a Highway Authority Agreement (HAA) to prevent the need for immediate removal of impacted soils in the Village's Grace Street right-of-way adjacent to their property. These three items have been reviewed and approved by the Village Attorney.

This property is the former location of a BP service station and there had been a release of environmental petroleum as documented by the Illinois Emergency Management Agency (IEMA) in Incident Number 20080718. The petitioner has requested the Agreement as a means to protect groundwater impacted by the release. The Agreement also provides the Village the means to be reimbursed for any future costs associated with handling and disposing contaminated soils in the Grace Street right-of-way. IDOT has approved a HAA for their North Avenue right-of-way.

Should the Village Board approve these items, 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.

ACTION REQUESTED

Staff recommends that the Village Board of Trustees approve all three items related to the petitioner's request: (1) the Groundwater Use Prohibition Code Amendment, (2) the Limited Environmental Indemnity Agreement, and (3) the Highway Authority Agreement. The first is to be approved in the form of an ordinance, and the second and third in the form of a resolution.

RESOLUTION R

A RESOLUTION AUTHORIZING SIGNATURE OF PRESIDENT AND CLERK ON TWO AGREEMENTS

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Environmental Indemnity Agreement and a Highway Authority Agreement between the Village of Lombard and BP Products North America, as attached hereto and marked Exhibits "A" and "B", respectively; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such 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 both said Agreements as attached hereto.

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

Adopted this 20th day of March, 2025.

Ayes:		
Nays:		
Absent:		<u></u>
Approved this 20th day of M	Iarch, 2025.	
	Kieth Giagnorio Village President	
ATTEST:	3	
Eilzabeth Brezinski		
Village Clerk		

This document prepared by: Dennis G. Walsh Klein, Thorpe and Jenkins, Ltd. 15010 S. Ravinia – Suite 10 Orland Park, IL 60462

For Recorder's Use Only	
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ENVIRONMENTAL INDEMNITY AGREEMENT

This ENVIRONMENTAL INDEMNITY AGREEMENT is entered into as of the day of ______, 2025, by BP PRODUCTS NORTH AMERICA ("Indemnitor") and the VILLAGE OF LOMBARD, DuPage County, Illinois (the "Village").

RECITALS

- A. WHEREAS, Indemnitor is the owner/operator relative to a release to the environment of petroleum hydrocarbons, including gasoline additives, from an underground storage tank system that was located at 401 East North Avenue, Lombard, Illinois ("Site") and legally described in Exhibit A. The Site is currently owned by Lombard Plaza LLC; and
- B. WHEREAS, a release to the environment of petroleum hydrocarbons, including gasoline additives, has occurred in the past at the Site. Used/waste oil and hydraulic oil may be present on the Site. (All of the previously mentioned compounds, which shall include Benzene, Ethylbenzene, Toluene, Xylene and Methyl Tertiary Butyl Ether (MTBE) and/or any other Hazardous Material released into the environment at the Site, including but not limited to those compounds identified in TACO modeling calculations for the groundwater contamination identified at the Site are hereby collectively referred to as "Compounds of Concern".) As a result of said release, the soil and groundwater at the Site contains detectable concentrations of Compounds of Concern. The groundwater and soil impacted by Compounds of Concern extend beyond the Site. The Illinois Emergency Management Agency has assigned incident number 20080718 to the release at the Site; and
- C. WHEREAS, the Indemnitor has requested that the Village enter into a Highway Authority Agreement with respect to certain public highways adjacent to the Site as identified in Exhibit B (the "Right-of-Way").
- **D.** WHEREAS, Indemnitor desires to limit any potential threat to human health from groundwater impacted with the contaminants and has requested that the Village enact a groundwater ordinance ("Groundwater Ordinance") that prohibits the installation of new

groundwater wells for potable water supply in an area adjacent to and including the Site. The proposed Groundwater Ordinance is attached hereto as <u>Exhibit C</u>.

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 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 Groundwater Ordinance provided, however, that if the Village does not adopt the Groundwater Ordinance or rescinds the Groundwater Ordinance, this Agreement shall be deemed null and void, and Indemnitor shall have no other remedy against the Village. 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.
- 3. The Village agrees that it will enter into a Highway Authority Agreement in the form attached as Exhibit B, and this Environmental Indemnity Agreement is intended to supplement the parties' rights and obligations provided for in the Highway Authority Agreement provided, however, that if the Village does not enter into a Highway Authority Agreement, this Agreement shall be deemed null and void, and Indemnitor shall have no other remedy against the Village. 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.

As the pavement in the Right-of-Way may be considered an engineered barrier, the Indemnitor agrees to reimburse the Village for maintenance activities requested by Indemnitor in

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writing in order to maintain it as a barrier. The Village does not agree to perform maintenance of the Right-of-Way, nor does it agree that the Right-of-Way will always remain a Village highway or that it will maintain the Right-of-Way as an engineered barrier. In the event that the Right-of-Way will no longer remain a Village highway Right-of-Way, Indemnitor shall take all steps necessary to have the IEPA issue a new no further remediation determination to reflect there is no longer a need for the Highway Authority Agreement. This Environmental Indemnity Agreement does not limit the Village's ability to construct, reconstruct, demolish, improve, grade, excavate, repair, maintain and operate the Right-of-Way for any lawful purpose, nor to allow others to use or do work within the Right-of-Way boundaries.

4. Indemnitor on behalf of itself, its successors and assigns does hereby 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 (whether direct or consequential), expenses, claims (whether asserted or unasserted, 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, without limitation, 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 Site(including the groundwater thereunder) 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 Site existing at the time of the execution of this agreement and associated with Indemnitor's prior operation of petroleum storage tanks.

Indemnitor shall assume the expense of defending 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 with the Village's prior written consent, which consent shall not be unreasonably withheld.

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For purposes of this Agreement, "Hazardous Materials" means and includes contaminants, 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 Lombard pursuant to any administrative order or enforcement proceeding or in order to place said property in a condition that is suitable for ordinary use, existing at the time of the execution of this agreement and associated with Indemnitor's prior operation of petroleum storage tanks. 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 or near the Site (including but not limited to such areas as within municipal easements and/or Right-of-Ways on Grace Street and North Avenue) or encounter Hazardous Materials migrating from the Site, 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 Groundwater Ordinance and/or Highway Authority Agreement, there is a presumption that the Hazardous Materials migrated from and are attributable to the Site and were existing at the time of the execution of this agreement and are associated with Indemnitor's prior operation of petroleum storage tanks.

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, the Village may request

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Indemnitor 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 Site, 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 the Site. 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, phono 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 Site (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 Site 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:

BP Products North America, Inc ATTN: Remediation Management- Illinois 201 Helios Way, Floor 3 Houston, Texas 77079

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With a copy to:

BP America, Inc

ATTN: Legal-Illinois UST 30 S. Wacker Drive, Suite 900

Chicago, Illinois 60606

If to the Village:

Village of Lombard 255 East Wilson Avenue Lombard, Illinois 60148

Attn: Scott Niehaus, Village Manager

and with a copy to:

Klein, Thorpe and Jenkins, Ltd. 15010 S Ravinia Ave, Ste 10 Orland Park, Illinois 60462-5353

Attn: Dennis G. Walsh Email dgwalsh@ktjlaw.com

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 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's Board of Trustees, which approval shall be with their reasonable discretion.

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- 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.

7

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

VILLAGE OF LOMBARD	BP PRODUCTS NORTH AMERICA — Signed by:
Ву:	By: Signed by: Jan X. Smith DF59E1CB9A4C45F
Printed Name:	Printed Name: Iim L. Smith
Title:	Title: Liability Manager

Exhibit A

Environmental Indemnity Agreement

Legal Description

Exhibit A. Legal Description

The Real Property or its address is commonly known as 401 EAST NORTH AVENUE, LOMBARD, IL 60148. The Real Property tax Identification number is 06-05-200-016-0000.

THAT PART OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF NORTH AVENUE, (STATE ROUTE 64 WHICH POINT IS 90 FEET EAST OF THE WEST-LINE OF GRACE STREET; THENCE EAST ON THE SOUTH LINE OF NORTH AVENUE, A DISTANCE OF 195 FEET; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF GRACE STREET, A DISTANCE OF 182 FEET: THENCE WEST PARALLES WITH THE SOUTH LINE OF NORTH AVENUE, A DISTANCE OF 195 FEET; THENCE NORTH ON A LINE 90 FEET EAST OF AND PARALLEL TO THE WEST LINE OF GRACE STREET 182 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PART OF THE NOTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF NORTH AVENUE (ROUTE 64) WHICH POINT IS 90.0 FEET EAST OF THE WEST LINE OF GRACE STREET; THENCE ON AN ASSUMED BEARING OF NORTH 88 DEGREES 14 MINUTES 45 SECONDS EAST ALONG THE SOUTH LINE OF NORTH AVENUE, 5.00 FEET; THENCE SOUTH 12 DEGREES 17 MINUTES 42 SECONDS WEST, 25,74 FEET TO THE EAST LINE OF GRACE STRET, BEING 90.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF GRACE STREET; THENCE NORTH 1 DEGREE 06 MINUTES 28 SECONDS EAST ALONG THE EAST LINE OF GRACE STREET, 25.00 FEE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Exhibit B

Environmental Indemnity Agreement

IEPA MODEL HIGHWAY AUTHRORITY AGREEMENT

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this	day of	, 20
pursuant to 35 III. Adm. Code 742.1020 by	and between the (1) B	P Products North America,
Inc. the owner/operator of the tank ("Owner	/Operator") and (2) Vil	lage of Lombard the entity
in control of the Right-of-Way ("Highway Au	ithority"), collectively k	nown as the "Parties".

WHEREAS, BP Products North America, Inc. is the owner or operator of one or more leaking underground storage tanks ("USTs") formerly located at 401 East North Avenue, in Lombard of DuPage County, Illinois ("the Site");

WHEREAS, as a result of the release of contaminants from the above referenced USTs ("the Releases"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 III. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 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 Releases;

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

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 #20080718 to the Releases.
- Attached as Exhibit A is a scaled map(s) prepared by 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 1 residential
 remediation objectives as a result of the Releases.
- 4. Attached as Exhibit B is a table(s) prepared by Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 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 area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because **Exhibit C** is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.

- The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
- 7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
- 8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit 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. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit, the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 III. Adm. Code 742. The permitee 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 shall be referenced in the Agency's no further remediation determination issued for the Releases.
- 10. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, 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 Releases. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
- 12. In addition to any other remedies that may be available, the 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:

Manager, Division of Remediation Management Bureau of Land Illinois Environmental Protection Agency P.O. Box 19276 Springfield, IL 62974

Village Clerk Village of Lombard 255 East Wilson Avenue Lombard, Illinois 60148

BP Products North America, Inc. ATTN: Remediation Management – Illinois 201 Helios Way, Floor 3 Houston, TX 77079

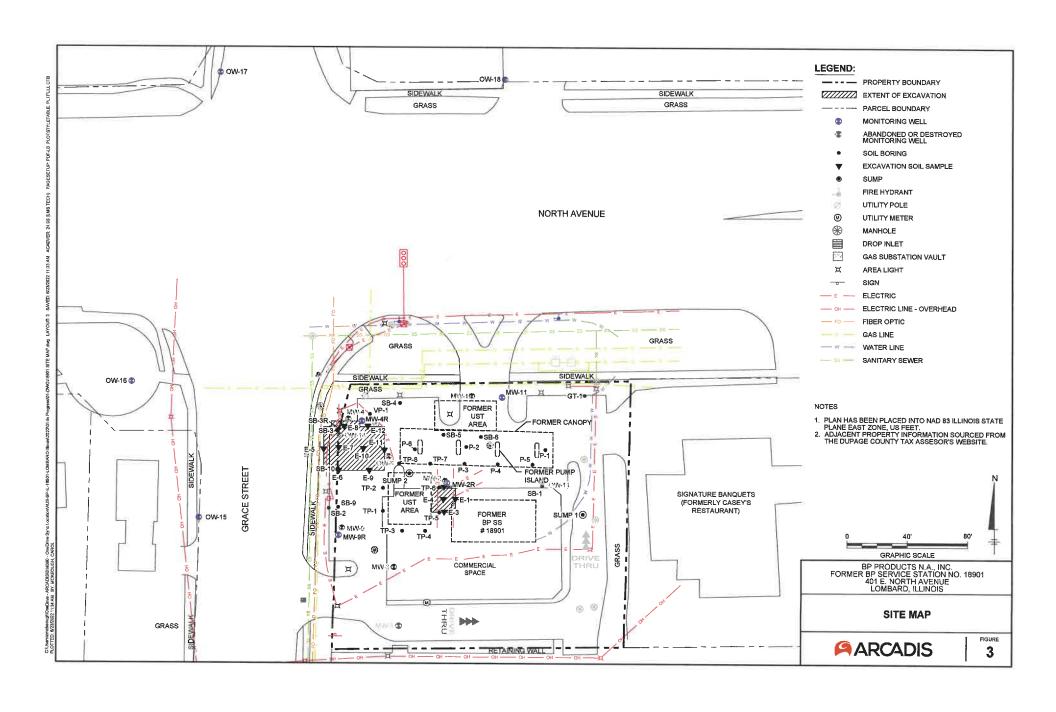
and

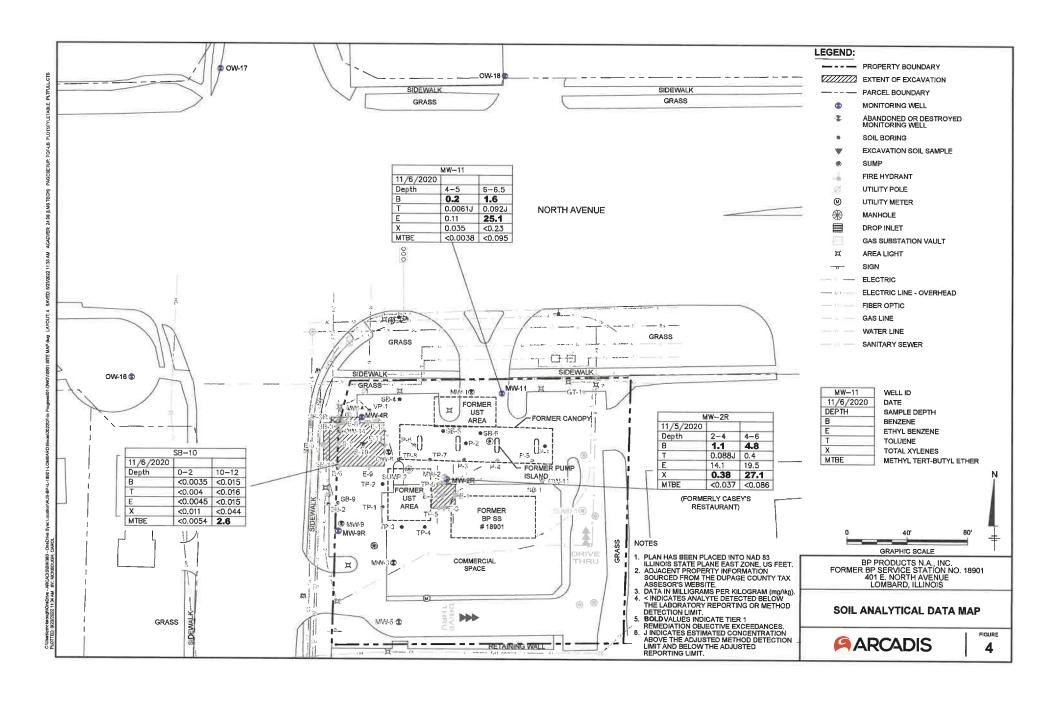
BP America, Inc. ATT: HSSE Legal – Illinois UST 30 S. Wacker Drive, Suite 900 Chicago, IL 60606

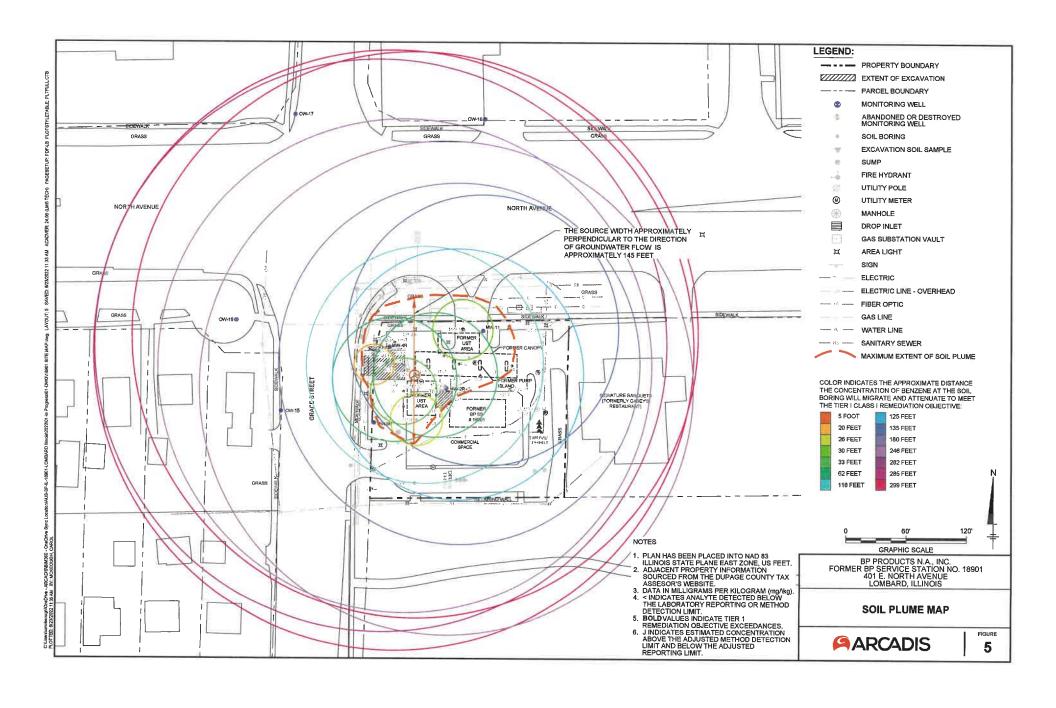
IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

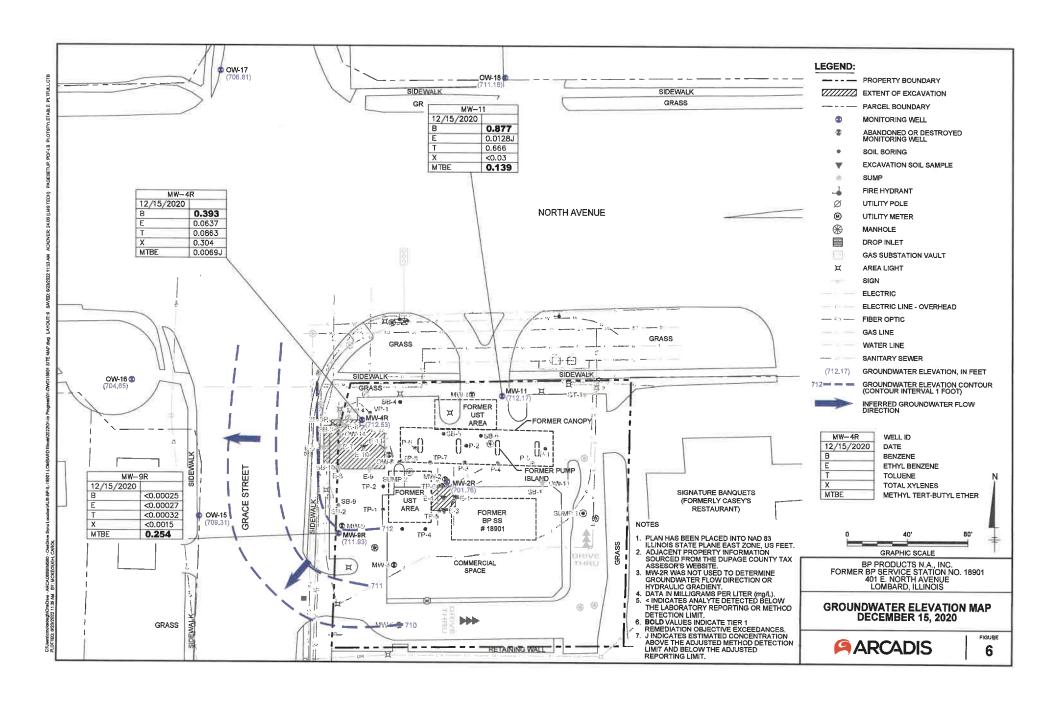
	Village of Lombard
Date:	Ву:
	Its:
	Owner/Operator
Date:	By Am L. Smith
	lts:DF59E1CB9A4C45FLiability Manager

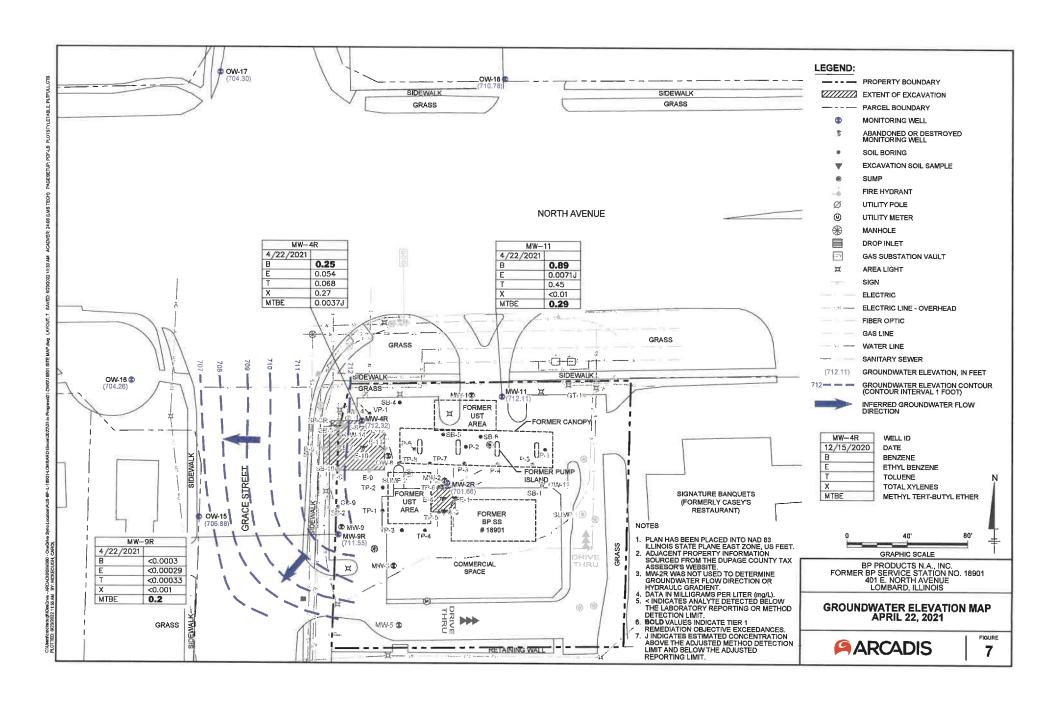
Exhibit A

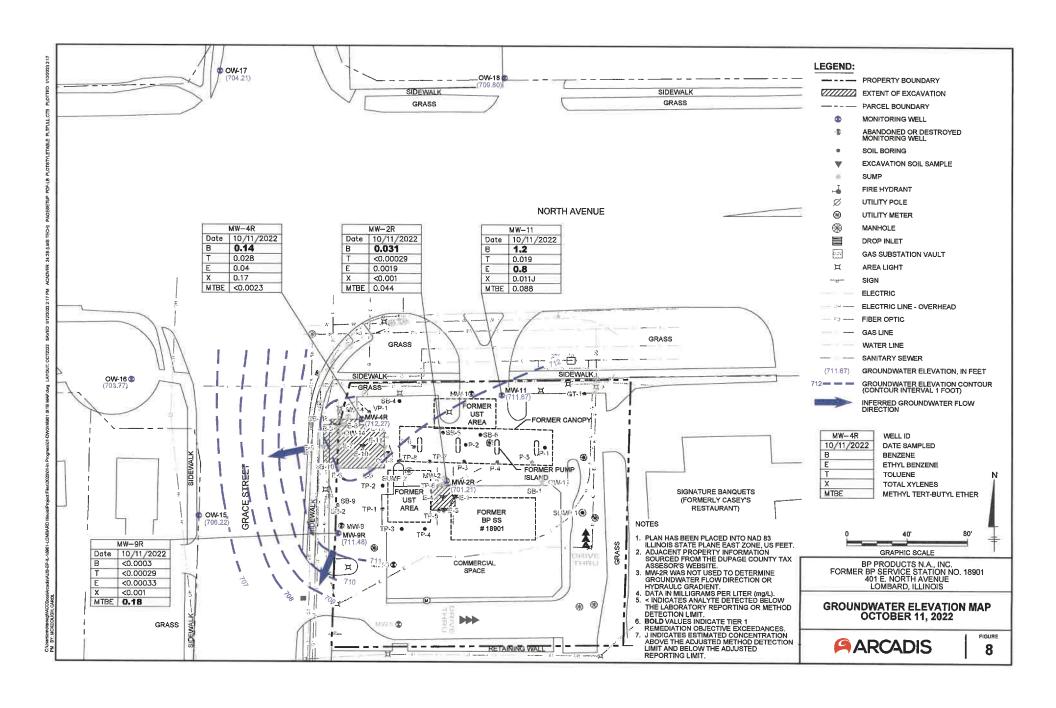












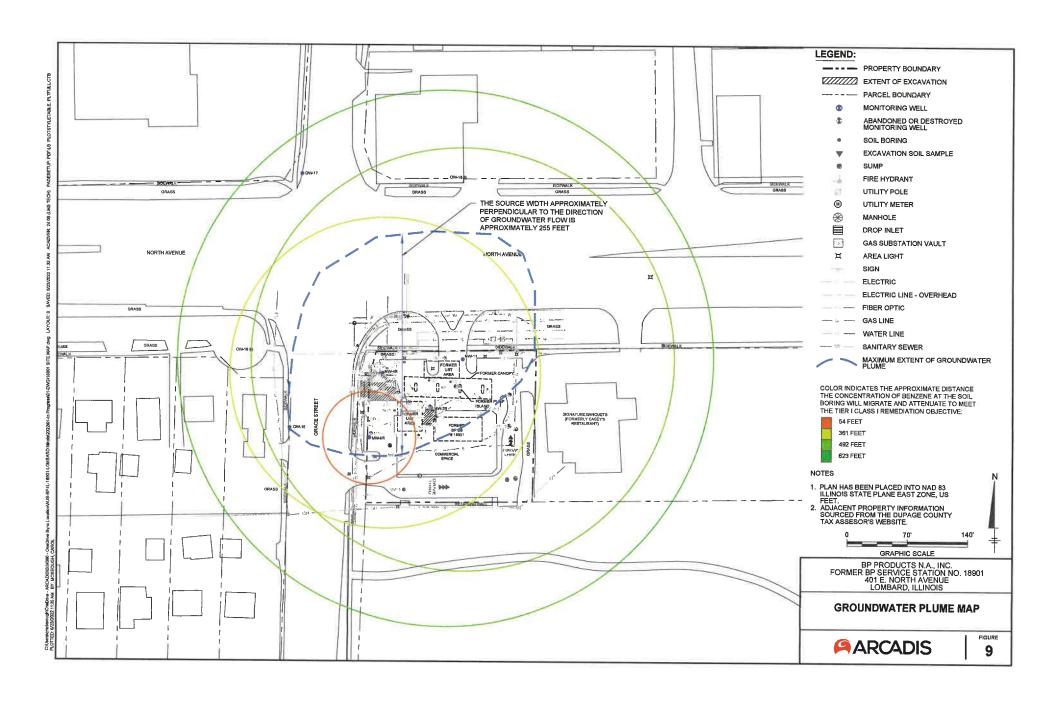


Exhibit B

Table 1. Soil Analytical Results - BTEX/MTBE Former BP Service Station #18901 401 East North Avenue Lombard, Illinois



Soil Component to	Clas	ss I	0.03	12	13	150	0.32
Groundwater Ingestion	Clas	is II	0.17	29	19	150	0.32
Ingestion Remediation	Reside	ential	12	16,000	7,800	16,000	780
Objective	Comm	ercial	100	410,000	200,000	410,000	20,000
Inhalation Rmediation	Reside		0.8	650	400	320	8,800
Objectives	Comm		1.6	650	400	320	8,800
The second secon							
Construction Worker	Inges		2,300	410,000	20,000	41,000	2,000
Remediation Objectives	Inhala		2.2	42	58	5.6	140
	Outdoor In Exposure		800	580	350	280	8,400
Soil Saturation Limits	Soil Compo Groundwate Exposure	r Ingestion	580	290	150	110	11,000
Sample ID	Date Sampled	Depth (feet bgs)	Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (total) (mg/kg)	MTBE (mg/kg
BF-1	5/22/2008	NA.	<0.0285	<0.0711	<0.0711	<0,213	<0.142
BF-2	5/22/2008	NA	1.25	<0.0632	<0.137	0.292	<0.126
BF-3	5/22/2008	NA	<0.0204	<0.051	<0.051	<0.153	0,102
E-1	11/19/2013	6	<0.005	<0.005	<0.005	<0.005	< 0.005
E-2	11/19/2013	6	3.02	0.101	10.3	6.93	0.0123
E-3	11/19/2013	6	<0.005	<0.005	<0.005	<0.005	0.0083
E-4	11/19/2013	6	0.0455	<0.005	<0.005	<0.005	0.021
E-5	11/19/2013	5	0.0062	<0.005	0.41	0.0437	0.0098
E-6	11/19/2013	5	0.0137	<0.005	0.175	0.0398	0.0186
E-7	11/19/2013	8	0.308	0.0158	0.0052	0.0482	0.0318
E-8	11/21/2013	5	14.1	0.725	16.7	5,39	< 0.32
E-9	11/21/2013	5	0.678	0.0315	1.88	0.612	0.0066
E-10	11/21/2013	-8	0.0091	<0.005	<0.005	<0.005	0.186
E-11	11/21/2013	5	4.79	0.0313	0.0876	0.11	0.0317
E-12	11/21/2013	5	7.93	0.0854	1.05	0.168	0.0228
MW-1 `	3/24/2009	2-4	0.379	<0.0618	0.275	0.374	<0.061
MW-2 (Replaced by MW-2R)	3/24/2009	4-6	2	0.548	13.7	14.3	<0.055
MW-2R	11/5/2020	2-4	1.1	0.088J	14.1	0.38	<0.037
	11/5/2020	4-6	4.8	0.4	19.5	27.1	<0.086
MW-3	3/24/2009	2-4	<0.0264	<0.0661	<0.0661	<0.198	<0.066
MW-4	3/24/2009	2-4	7.08	3.07	24	105	0.151
MW-4R	11/6/2020	0-2	<0.0028	<0.0032	<0.0036	<0.0089	<0.004
MW-4R	11/6/2020	15-17	67,7	0.7	1.9	4.4	<0.091
MW-5	8/4/2011	3-4	<0.0237	<0.0593	<0.0297	<0.089	<0.059
MW-9R	11/5/2020	2-4	<0.0022	<0.0025	<0.0028	<0.0071	< 0.003
	11/5/2020	4-6	<0.0028	<0.0032	<0.0037	<0.0091	<0.004
MW-11	11/6/2020 11/6/2020	4-5 6-6.5	0.2 1.6	0.0061J 0.092J	0.11 25.1	0.035 <0.23	<0.003
OW-15	5/22/2012						
OW-16	5/22/2012	4-6 4-6	<0.0254 <0.0236	<0.0635 <0.0589	<0.0635 <0.0589	<0.191 <0.177	<0.063
OW-17	5/22/2012	4-6	<0.0236	<0.0569	<0.0679	<0.177	< 0.058
OW-17 OW-18	5/22/2012	4-5	<0.0271	<0.0579	<0.0596	<0.204	< 0.059
P-1	5/23/2008	3-4	<0.0236	<0.0596	<0.0596	<0.179	<0.059
P-2	5/23/2008	3-4	2.75	0.497J	13.8	43.9	<1.22
P-3	5/23/2008	3-4	1.45	0.0763	4.36	7.03	<0.122
P-4	5/23/2008	3-4	<0.0244	<0.0609	<0.0609	<0.183	<0.122
P-5	5/23/2008	3-4	<0.0237	<0.0592	<0.0592	<0.178	<0.122
P-6	5/23/2008	3-4	1.42	<0.588	8.4	23.4	<1.18
SB-1	3/25/2009	2-4	<0.0227	<0.0568	<0.0568	<0.17	<0.056
SB-2	3/25/2009	2-4	<0.023	<0.0575	<0.0575	<0.173	0.128
SB-3 (Replaced by SB-3R)	3/25/2009	2-4*	90.2	653	229	959	0.172
SB-3R	8/4/2011	2-4*	88.3	402	166	730	< 0.641
\$10 TH	3/25/2009	4-6	1.77	1.2	29.4	78.2	< 0.231
SB-4	3/25/2009	6-8	7.17	0.394	0.703	1.47	0.132

Table 1. Soil Analytical Results - BTEX/MTBE

Former BP Service Station #18901 401 East North Avenue Lombard, Illinois



Soil Component to	Cla	ss I	0.03	12	13	150	0.32
Groundwater Ingestion	Clas	ss II	0.17	29	19	150	0.32
Ingestion Remediation	Resid	ential	12	16,000	7,800	16,000	780
Objective	Comm	ercial	100	410,000	200,000	410,000	20,000
Inhalation Rmediation	Reside	ential	0.8	650	400	320	8,800
Objectives	Comm	ercial	1.6	650	400	320	8,800
Construction Worker	Inges	stion	2,300	410,000	20,000	41,000	2,000
Remediation Objectives	Inhal	ation	2.2	42	58	5.6	140
	Outdoor Inhalation Exposure Route Soil Component of the Groundwater Ingestion Exposure Route		800	580	350	280	8,400
Soil Saturation Limits			580	290	150	110	11,000
Sample ID	Date	Depth (feet bee)	Benzene	Toluene	Ethylbenzene	Xylenes (total)	MTBE
ENGINE WE	Sampled	(feet bgs)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg
SB-9	11/5/2020	2-4	<0.0028	<0.0032	<0.0036	<0.009	<0.004
	11/5/2020	4-6	<0.0025	<0.0028	<0.0032	<0.008	<0.003
SB-10	11/6/2020	0-2	<0.0035	<0.004	<0.0045	<0.011	<0.005
	11/6/2020	10-12	<0.015	<0.016	<0.015	<0.044	2.6
TP-1	5/22/2008	5-8	0.0127	<0.0633	<0.0633	<0.19	0.127
TP-2	5/22/2008	5-8	0.425	<0.0606	<0.0606	<0.182	<0.121
TP-3	5/22/2008	5-8	0.355	<0.0593	< 0.0593	<0.178	< 0.119
TP-4	5/22/2008	5-8	<0.0246	<0.0614	<0.0614	<0.184	0.0764
TP-5	5/22/2008	5-8*	0.0572	< 0.0571	<0.0571	< 0.171	5.71
TP-6	5/22/2008	5-8*	25.7	0.345	0.0784	0.8290	5.01
TP-7	5/22/2008	5-8	0.653	<0.12	2.3	< 0.359	<0.239
TP-8	5/22/2008	5-8	0.186	< 0.0636	0.533	<0.191	< 0.127

Notes:

- 1. Bold values indicate concentration exceeds most stringent Tier 1 remediation objective
- 2. feet bgs indicates feet below ground surface
- 3. MTBE indicates methyl tertiary butyl ether
- 4. mg/kg indicates milligrams per kilogram
- 5. NA indicates "Not Available"
- 6. * indicates soil was effectively removed during the 2013 excavation
- 7. < indicates less than

Table 2. GeoTechnical and GeoPhysical DataFormer BP Service Station #18901 401 East North Avenue Lombard, Illinois



Soil Sample Location	Date	Depth (feet bgs)	Fractional Organic Carbon (Foc) ASTM D 2974-87 (g/g)	Soil Particle Density (g/cm3)	Soil Bulk Density (dry) ASTM D 2397 (g/cm3)	Specific Gravity ASTM D 854 (unitless)	1/(2b+3) ¹ (unitless)	Soi! Texture	Area Q/C Value (g/m²-s per kg/m³)
GT-1	3/24/2009	2-4.5	0.0088	2.74	1.89	2.739	0.042	Silt Clay	97.78

Notes:

- 1. 1 indicates values referenced from 35 III. Adm. Code 742, Appendix C, Table K
- 2. feet bgs indicates feet below ground surface
- 3. g/g indicates grams per gram
- 4. g/cm³ indicates grams per cubic centimeter
- 5. g/m² indicates grams per square meter
- 6. kg/m³ indicates kilogram per cubic meter

Table 3. Groundwater Elevation Data Former BP Service Station #18901 401 East North Avenue Lombard, Illinois



Well ID	Data Samulad	Screen Setting	Top of Casing	Total Depth of	Depth to	Groundwate
Well ID	Date Sampled	(feet)	Elevation (feet)	Well (feet BTOC)	Groundwater (feet BTOC)	Elevation (feet BTOC
	3/25/2009	2-12	98,60	12.10	2,35	96.25
	3/31/2009	2-12	98.60	12.06	1.76	96.84
	8/9/2011	2-12	98,60	11.83	1.40	97.20
IVIVV-1	6/11/2012	2-12	714.84	12.01	2.96	711.88
	4/4/2014	2-12	714.84	12.10	1.92	712.92
	THE PERSON NAMED IN			ROYED	- Til 100	
	3/25/2009	3-13	98.95	13.10	DRY	NA
	3/31/2009	3-13	98.95	13.08	1.58	97.37
MW-2	8/9/2011	3-13	98.95	12.84	2.91	96.04
	6/11/2012	3-13	715.26	14.10	7.46	707.80
			DEST	ROYED	I THE PARTY	100 0
	12/14/2020	6-16	715.96	15.85	14.20	701.76
MW-2R	04/22/2021	6-16	715.96	15.63	14.30	701.66
	10/11/2022	6-16	715.96	15.82	14.75	701.21
	3/25/2009	2-12	98.68	12.46	2.15	96.53
	3/31/2009	2-12	98.69	12.42	1.61	97.08
MW	8/9/2011	2-12	98.70	12.20	1.79	96.91
(C-4 A 1A)	6/11/2012	2-12	714.96	12.43	3.20	711.76
	4/4/2014	2-12	714.96	12.44	1.75	713.21
	or of the late of	Carlo Hall	DEST	ROYED	-1 21	
	3/25/2009	2-12	97.43	12.30	8.82	88.61
MW-4 MW-4R	3/31/2009	2-12	97.43	12.30	8.82	88.61
NAVAL A	8/9/2011	2-12	97.43	12,03	8.63	88.80
MW-1	6/11/2012	2-12	713.59	12.30	9.50	704.09
	4/4/2014	2-12	713.59	12.29	4.96	708.63
		X 5	DEST	ROYED		
	12/14/2020	6-16	715.83	15.89	3.30	712.53
MW-4R	04/22/2021	6-16	715.83	15.66	3.51	712.32
	10/11/2022	6-16	715.83	15.89	3.56	712.27
	8/9/2011	3-13	98.24	12.30	6.22	92.02
MMA/-5	6/11/2012	3-13	714.60	12.50	6.46	708.14
10100-0	4/4/2014	3-13	714.60	12.20	2.88	711.72
	THE RESERVE		DEST	ROYED		
	3/31/2009		97.99	24.45	20.96	77.03
	8/9/2011	NA -	97.99	24.23	20.97	77.02
8-WO	6/11/2012		714.23	24.45	22.74	691.49
	4/4/2014		714.23	24.50	22.21	692.02
			DEST	The State of the S		
	3/31/2009		97.78	15.41	5.17	92.61
MW-2 MW-2 MW-3 MW-4 MW-4 MW-5 OW-8 OW-9 MW-9R OW-11	8/9/2011	NA -	97.78	15.15	5.81	91.97
OW-9	6/11/2012		714.16	15.34	6.79	707.37
	4/4/2014		714.16	15.32	4.01	710.15
	40/44/0000	0.40	DESTR		100	
BASS/ OF	12/14/2020	6-16	715.93	15.73	4.00	711.93
INIVV-9K	04/22/2021	6-16	715.93	15.52	4.38	711.55
	10/11/2022	6-16	715.93	15.73	4.45	711.48
	3/31/2009	-	99.48	25.04	15.30	84.18
014.44	8/9/2011	NA -	99.84	24.82	10.05	89.79
UVV-11	6/11/2012		715.76	24.70	15.70	700.06
	4/4/2014		715.76	24.83	17.98	697.78
	40/44/0000	0.40	DESTR	- Determination		
BAIAL 4.4	12/14/2020	6-16	716.62	15.9	4.45	712.17
IVIVV-11	04/22/2021	6-16	716.62	15.62	4.51	712.11
	10/11/2022	6-16	716.62	15.9	4.95	711.67
	3/31/2009		97.56	13.05	9.15	88.41
	8/9/2011	NA	97.56	12.80	9.07	88,49
OW-14	6/11/2012		713.89	13.00	9.61	704.28

Table 3. Groundwater Elevation Data Former BP Service Station #18901 401 East North Avenue Lombard, Illinois



Well ID	Date Sampled	Screen Setting (feet)	Top of Casing Elevation (feet)	Total Depth of Well (feet BTOC)	Depth to Groundwater (feet BTOC)	Groundwater Elevation (feet BTOC)
	6/11/2012	4-14	712.23	13.76	5.90	706,33
	12/8/2016	4-14	712.23	13.44	4.26	707.97
OW-15	12/14/2020	4-14	712.23	13.75	2.92	709.31
	04/22/2021	4-14	712.23	13.52	5.35	706.88
	10/11/2022	4-14	712.23	13.75	6.01	706.22
	6/11/2012	4-14	709.93	13.75	5.97	703.96
	12/8/2016	4-14	709.93	13.51	5.90	704.03
OW-16	12/14/2020	4-14	709.93	13.73	5.28	704.65
	04/22/2021	4-14	709.93	13.53	5.67	704.26
	10/11/2022	4-14	709.93	13.74	6.16	703.77
	6/11/2012	4-14	711.31	13.85	11.51	699.80
	12/8/2016	4-14	711.31	13.60	5.73	705.58
OW-17	12/14/2020	4-14	711.31	13.86	4.50	706.81
	04/22/2021	4-14	711.31	13.63	7.01	704.30
	10/11/2022	4-14	711.31	13.83	7.1	704.21
	6/11/2012	4-14	714.64	13.92	5.01	709.63
	12/8/2016	4-14	714.64	13.68	4.33	710.31
OW-18	12/14/2020	4-14	714.64	13.90	3.48	711.16
	04/22/2021	4-14	714.64	13.70	3.86	710.78
	10/11/2022	4-14	714.64	13.92	4.84	709.80

Notes:

1. BTOC indicates below top of casing

Table 4. Groundwater Analytical Results - BTEX/MTBE Former BP Service Station #18901 401 East North Avenue Lombard, Illinois



Groundwater Remediation	Class I	0.005	1	0.7	10	0.07
Objective	Class II	0.025	2.5	1	10	0.07
Groundwater Remediation	Residential ¹	0.11	530	0.37	30	1,900
Objectives Indoor Inhalation (Advection and Diffusion)	Industrial/ Commercial ¹	0.41	530	1.4	93	6,800
Well ID	Date Sampled	Benzene	Toluene	Ethylbenzene	Xylenes (Total)	MTBE
Well ID	Date Sampled	(mg/L)	(mg/L)	(mg/L)	(mg/L)	(mg/L
	3/31/2009	6.78	0.354	3.2	10.6	0.487
	8/9/2011	4.58	0.0889	2.79	5.12	0.105
MW-1	6/11/2012	2.95	0.071	1.6	3.47	0.0639
	4/4/2014	2.16	0.0319	0.805	1.4	0.0308
			Destro	DY = •		
	3/31/2009	0.706	0.0372	0.186	0.181	0.175
MW-2	8/9/2011	0.614	0.0218	0.079	0.0395	0.139
	6/11/2012	0.383	0.0066	0.036	<0.003	0.132
			Destro			
MW-2R	12/15/2020	0.0037	<0.00027	0.0015	<0.0015	0.0022
	10/11/2022	0.031	<0.00029	0.0019	<0.001	0.044
	3/31/2009	<0.001	<0.001	<0.001	<0.003	0.523
	8/9/2011	<0.001	<0.001	<0.001	<0.003	0.053
MW-3	6/11/2012	<0.001	<0.001	<0.001	<0.003	0.013
	6/11/2012 (duplicate)	<0.001	<0.001	<0.001	<0.003	0.014
	4/4/2014	<0.001	<0.001	<0.001	<0.003	0.038
	2/24/2000	44.0	Destro		2.00	0.50
	3/31/2009	11.9	1.65	0.893	3.22	0.52
	8/9/2011	15.6	1.17	1.31	6	0.259
MW-4	6/11/2012	10.3	0.351	1.21	4.01	0.252
	4/4/2014	9.12	0.629	2.39	6.79	0.10
	4/4/2014 (duplicate)	6.4	0.636	2.450	7.11	0.072
	40/4E/0000	0.202	Destro		0.204	0.0000
MW-4R	12/15/2020	0.393	0.0637	0.0863	0.304	0.0069
101 V V -41%	4/22/2021	0.25	0.054	0.068	0.27	0.0037
	10/11/2022	0.14	0.028	0.04	0.17	<0.002
	8/9/2011	<0.001	<0.001	<0.001	<0.003	0.008
MW-5	6/11/2012	<0.001	<0.001	<0.001	<0.001	0.002
	4/4/2014	<0.001	<0.001	<0.001	<0.001	<0.00
	3/31/2009	<0.001	<0.001		<0.003	-0.00
				<0.001	<0.003	<0.00
OW-08	8/9/2011	0.0027	<0.001 <0.001	0.0017	0.005	0.001
OVV-08	6/11/2012 4/4/2014	<0.001 0.0254	0.034	<0.001 0.0013	<0.003	0.003
	4/4/2014	0.0254	Destro		0.034	0.001
	3/31/2009	<0.001	<0.001	<0.001	<0.003	0.714
	8/9/2011	<0.001	<0.001	<0.001	<0.003	0.116
MVV-09	6/11/2012	<0.001	<0.001	<0.001	<0.003	0.77
(Replaced by MW-9R)	6/11/2012 (duplicate)	<0.001	<0.001	<0.001	<0.003	0.771
(Replaced by Wive Sit)	4/4/2014	<0.001	<0.001	<0.001	<0.003	0.981
	77-77-2014	40.001	Destro		40.000	0.50
	12/15/2020	<0.00025	<0.00027	<0.00032	<0.0015	0.254
MW-9R	4/22/2021	<0.0003	<0.00029	<0.00033	<0.001	0.2
	10/11/2022	<0.0003	<0.00029	<0.00033	<0.001	0.18
	12/15/2020	0.877	0.0128J	0.666	<0.03	0.139
MW-11	4/22/2021	0.89	0.0071J	0.45	<0.01	0.29
	10/11/2022	1.2	0.019	0.8	0.011J	0.088
	3/31/2009	<0.001	<0.001	<0.001	<0.003	<0.00
	8/9/2011	<0.001	<0.001	<0.001	<0.003	<0.00
OW-11	6/11/2012	<0.001	<0.001	<0.001	<0.003	<0.00
	4/4/2014	<0.001	<0.001	<0.001	<0.003	<0.00
		717	Destro		The same	3.30
	3/31/2009	0.011	<0.001	<0.001	<0.003	0.71
014/44	8/9/2011	<0.001	<0.001	<0.001	<0.003	0.045
OW-14	6/11/2012	0.007	<0.001	<0.001	<0.003	0.786
		صنار الم	Destro			
	6/11/2012	<0.001	<0.001	<0.001	<0.003	<0.00
OW-15	12/15/2020	<0.00025	<0.00027	<0.00032	<0.0015	< 0.001
	10/11/2022	< 0.0003	<0.00029	<0.00033	<0.001	<0.001

Table 4. Groundwater Analytical Results - BTEX/MTBE Former BP Service Station #18901 401 East North Avenue Lombard, Illinois



Groundwater Remediation	Class I	0.005	1	0.7	10	0.07
Objective	Class II	0.025	2.5	1	10	0.07
Groundwater Remediation Objectives Indoor Inhalation (Advection and Diffusion)	Residential ¹	0.11	530	0.37	30	1,900
	Industrial/ Commercial ¹	0.41	530	1.4	93	6,800
Well ID	Date Sampled	Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Xylenes (Total) (mg/L)	MTBE (mg/L)
OW-16	6/11/2012	< 0.001	< 0.001	<0.001	< 0.003	<0.001
	12/15/2020	<0.00025	<0.00027	<0.00032	< 0.0015	<0.0012
	10/11/2022	<0.0003	<0.00029	< 0.00033	<0.001	< 0.0011
OW-17	6/11/2012	<0.001	< 0.001	<0.001	< 0.003	<0.001
	12/15/2020	<0.00025	<0.00027	<0.00032	< 0.0015	<0.0012
	10/11/2022	<0.0003	<0.00029	< 0.00033	<0.001	< 0.0011
OW-18	6/11/2012	<0.001	<0.001	<0.001	<0.003	<0.001
	4/22/2021	<0.0003	<0.00029	<0.00033	<0.001	<0.0011
	10/11/2022	<0.0003	<0.00029	<0.00033	<0.001	<0.0011

Notes:

- MTBE indicates methyl tertiary butyl ether
 mg/L indicates milligrams per liter
- 3. < indicates less than
- 4. bold values indicate concentrations exceeds the most stringent Tier 1 remediation objective
- 5. 1 indicates values referenced from 35 III. Adm. Code 742, Appendix B, Table H
- 6. J indicates estimated concentration above the adjusted method detection limit and below the adjusted reporting limit

Exhibit C

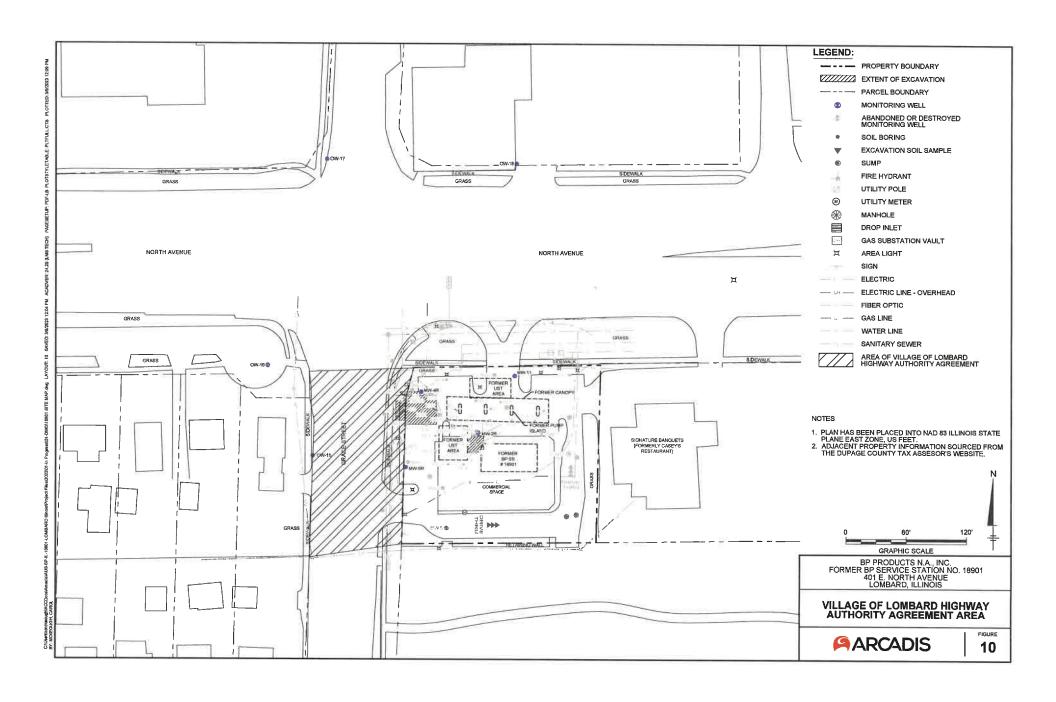


Exhibit C

Environmental Indemnity Agreement

IEPA MODEL GROUNDWATER ORDINANCE

ORDINANCE N	UMBER
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AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD WITHIN THE SPECIFIED LIMITS SURROUNDING THE PROPERTIES LOCATED AT 337, 343, 350, 401, 404, AND 415 EAST NORTH AVENUE, 740 NORTH GRACE STREET, 336, 342, AND 348 EAST LE MOYNE AVENUE, RECREATIONAL AREA DESIGNATED LOMBARD LAGOON, AND ADJACENT RIGHTS-OF-WAY, INCLUDING POINTS OF WITHDRAWL BY THE VILLAGE OF LOMBARD

WHEREAS, certain properties in the Village of Lombard, Illinois have been used over a period of time for commercial/industrial purpose; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the Village of Lombard may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code ("Ill. Adm. Code") 620 or Tier 1 remediation objectives as set forth in 35 Ill. Adm. Code 742; and

WHEREAS, the Village of Lombard desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

NOW, THEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD, ILLINOIS:

Section One. Use of groundwater as a potable water supply prohibited.

The use of, or attempted use of, groundwater, as a potable water supply, from within the property boundaries of the property located at 401 East North Avenue, Lombard, Illinois, and the properties illustrated and legally described in **Exhibit A** by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition applies to governmental bodies, including the Village of Lombard.

Section Two. Penalties.

Any person violating the provisions of this ordinance shall be subject to a fine of up to \$750.00 for each violation.

Section Three. Definitions.

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivisions, or any other legal entity, or their legal representatives, agents or assigns.

"Potable water" is any water used for human or domestic consumption, including, but not limited to, water used from drinking, bathing, swimming, washing dishes, or preparing foods.

Section Four. Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Section Five. Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section Six. Effective date.

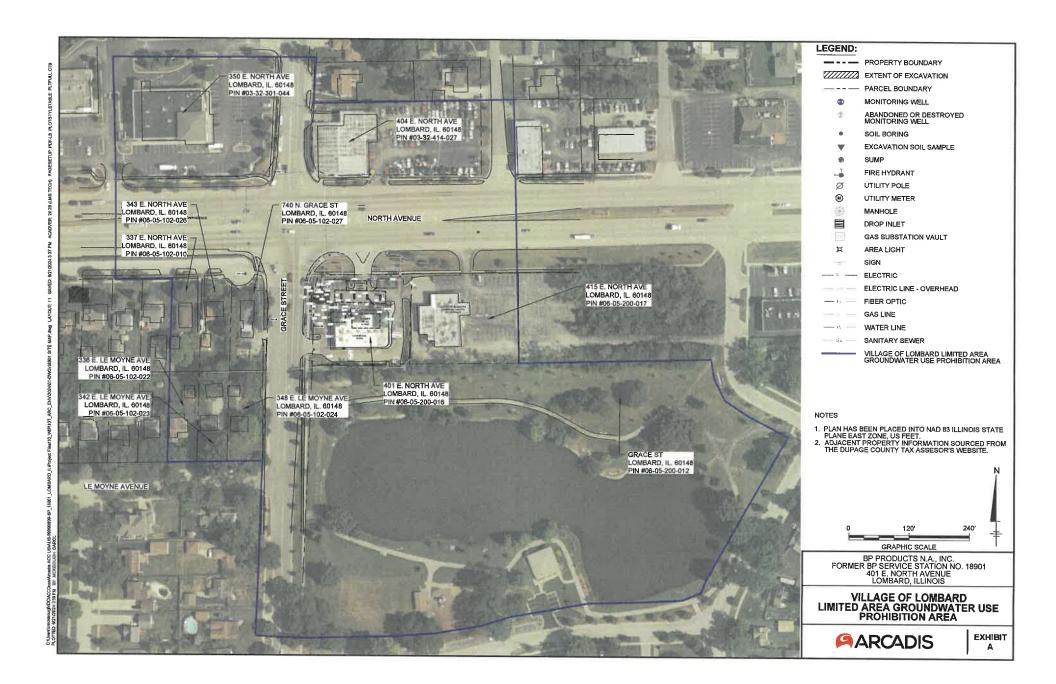
This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Section Seven. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law.

Ayes:			
Nays:			
Absent:			
ADOPTED:		APPROVED:	
(Date)		(Date)	
(Village Clerk)		(Village President)	
Officially published this	day of		_, 2024.

Exhibit A

Village of Lombard Limited Area Groundwater Use Prohibition Area





LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO PART OF THE NORTH HALF OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN TERRACE COMMERCIAL SUBDIVISION, AS PLATTED AND RECORDED AS DOCUMENT NUMBER R2005-198826;

THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID LOT 1 TO THE EASTERLY RIGHT-OF-WAY LINE OF GRACE STREET AND A POINT ON THE WESTERLY LINE OF LOT 2 IN RYDER'S SUBDIVISION, AS PLATTED AND RECORDED AS DOCUMENT NUMBER R1988-135230;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID GRACE STREET TO THE NORTHWEST CORNER OF LOT 1 IN G & W PARTNERS PLAT OF CONSOLIDATION, AS PLATTED AND RECORDED AS DOCUMENT NUMBER R2013-152885;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1 AND THE EASTERLY EXTENSION THEREOF TO THE EASTERLY RIGHT-OF-WAY LINE OF LALONDE AVENUE AND THE NORTHWEST CORNER OF LOT 12 BLOCK 11 IN NORTH AVENUE MANOR, AS PLATTED AND RECORDED AS DOCUMENT NUMBER R1928-269443;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LALONDE AVENUE TO THE SOUTHWEST CORNER OF LOT 12. BLOCK 11 OF SAID NORTH AVENUE MANOR:

THENCE SOUTHERLY TO THE NORTHEAST CORNER OF LOT 2 IN HOLIDAY INN EXPRESS LOMBARD RESUBDIVISION PLAT, AS PLATTED AND RECORDED AS DOCUMENT NUMBER R2020-107742;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID LOT 2, ALSO BEING A POINT ON THE NORTH LINE OF LOMBARD HEIGHTS LOT A, AS PLATTED AND RECORDED AS DOCUMENT NUMBER R1953-704195;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT A TO THE WESTERLY RIGHT-OF-WAY LINE OF JOYCE AVENUE:

THENCE SOUTHERLY AND EASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID JOYCE AVENUE AND THE SOUTHERLY LINE OF LE MOYNE AVENUE;

THENCE SOUTHWESTERLY ALONG SAID JOYCE AVENUE TO THE NORTHERLY RIGHT-OF-WAY LINE OF MARCUS DRIVE;

THENCE WESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MARCUS DRIVE TO A POINT IN THE EASTERLY LINE OF GRACE STREET, SAID POINT BEING THE SOUTHWEST CORNER OF AFORESAID LOT A;

THENCE WESTERLY TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF GRACE STREET, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 5 BLOCK 11 IN FIRST ADDITION TO HARRIS' LOMBARD HILLS, AS PLATTED AND RECORDED AS DOCUMENT NUMBER R1951-628133;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID GRACE STREET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LE MOYNE AVENUE, SAID POINT BEING ALSO THE SOUTHEASTERLY CORNER OF LOT 24 BLOCK 3 OF SAID ADDITION TO HARRIS' LOMBARD HILLS;

THENCE WESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LE MOYNE AVENUE TO THE SOUTHWEST CORNER OF LOT 20 BLOCK 3 OF SAID ADDITION TO HARRIS' LOMBARD HILLS;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 20 AND THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH AVENUE, SAID POINT BEING ALSO THE NORTHWEST CORNER OF LOT 5 BLOCK 3 OF SAID ADDITION TO HARRIS' LOMBARD HILLS;

THENCE NORTHERLY TO A POINT ON THE NORTH LINE OF NORTH AVENUE, SAID POINT BEING ALSO THE SOUTHWESTERLY CORNER OF LOT 1 IN TERRACE COMMERCIAL SUBDIVISION AFORESAID;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, ALL IN LOMBARD, DUPAGE COUNTY, ILLINOIS.