

**RESOLUTION R-82-13**

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
A HIGHWAY AUTHORITY AGREEMENT AND AN INDEMNITY AGREEMENT (BP  
PRODUCTS NORTH AMERICA, INC.) – 1003 E. ROOSEVELT ROAD**

**WHEREAS**, BP Products North America, Inc., as the former owner of the property at 1003 E. Roosevelt Road (hereinafter "Property") has requested that the Corporate Authorities of the City of Wheaton adopt a Highway Authority Agreement for the Property; and

**WHEREAS**, the Illinois Environmental Protection Agency requires the use of a standard Highway Authority Agreement ("HAA"); and

**WHEREAS**, the Corporate Authorities of the City of Wheaton have considered the request but are unwilling to approve the HAA form in absence of the simultaneous execution and adoption of a recordable Indemnity Agreement; and

**WHEREAS**, BP Products North America, Inc. has agreed to execute a recordable Indemnity Agreement to provide protections to the City of Wheaton not contained within the HAA.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and City Council of the City of Wheaton, DuPage County, Illinois that the Mayor is hereby authorized to sign, and the City Clerk is hereby directed to attest to the signature of the Mayor, the following:

- a.) that certain Highway Authority Agreement between the City of Wheaton and BP Products North America, Inc. attached hereto and incorporated herein as fully set forth as Exhibit A; and
- b.) that certain Indemnity Agreement between the City of Wheaton and BP Products North America, Inc. attached hereto and incorporated herein as fully set forth as Exhibit B.

The City Clerk shall record the Indemnity Agreement at the Office of the DuPage County Recorder.

**ADOPTED** this 4<sup>th</sup> day of November, 2013.

  
\_\_\_\_\_  
Mayor

ATTEST:  
  
\_\_\_\_\_  
City Clerk

Ayes:

Roll Call Vote  
Councilman Sues  
Councilman Prendiville  
Councilman Rutledge  
Councilman Saline

Mayor Gresk  
Councilwoman Pacino Sanguinetti  
Councilman Scalzo

Nays: None  
Absent: None

Motion Carried Unanimously

TIERED APPROACH TO CORRECTIVE-ACTION OBJECTIVES  
LIMITED INDEMNIFICATION AGREEMENT

This Limited Indemnification Agreement ("Agreement") is entered into this 4<sup>th</sup> day of November, 2013 between BP Products North America Inc., formerly known as Amoco Oil Company, as the former owner and operator of underground storage tank(s) ("Owner") and the City of Wheaton ("City"), pursuant to 35 Ill. Admin. Code Section 742.1020 as follows:

1. The Consideration for this Agreement shall be Owner not having to immediately undertake soil remediation for property owned by the City associated with incident No. 20040159 and the City's agreement to enter into a Highway Authority Agreement attached hereto as Exhibit B.
2. This Agreement shall not be binding upon the City until it is approved by the Corporate Authorities of the City of Wheaton, by resolution or ordinance, executed by the Mayor, and attested to by the City Clerk. A copy of the approving ordinance shall be attached hereto and incorporated herein as a fully set forth Exhibit A.
3. Owner is pursuing corrective action of a Site and of the right-of-way adjacent to the boundary of the Site (the "Right-of-Way") located at 1003 East Roosevelt Road, Wheaton, Illinois (the "Site"). The Right-of-Way is depicted on Exhibit B.
4. Owner intends to request risk-based, site specific soil and/or groundwater remediation objectives from the Illinois Environmental Protection Agency ("IEPA") under 35 Ill. Admin. Code Part 742.
5. 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 ("HAA") as defined in 35 Ill.

Admin. Code Section 742.1020. Under rules adopted by the Illinois Pollution Control Board (“IPCB”), the HAA must follow the form set forth in Exhibit B.

6. In order to induce the City to enter into the HAA, Owner agrees to indemnify and hold harmless the City, and other highway authorities, if any, maintaining the highway Right-of-Way by an agreement with the City, and the City’s agents, contractors or employees for all obligations asserted against or costs incurred by them, including attorney’s fees and court costs, associated with the release of contaminants from the Site.

7. As an additional consideration, Owner agrees to reimburse the City for the reasonable costs it has incurred prior to the date of this Agreement in protecting human health and the environment, including, but not limited to, identifying, investigating, handling, storing and disposing of contaminated soil and groundwater in the Right-of-Way as a result of the release of contaminants at this Site.

8. This Agreement shall not limit the City’s ability to construct, reconstruct, improve, repair, maintain, vacate or alienate in other way any portion of or all of Right-of-Way upon its property. To that extent, the City reserves the right and the right of those using its property under permit to remove contaminated soil 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. Subject to the provisions of this Agreement, the City will first give Owner thirty (30) days written notice, unless there is an immediate threat to the health or safety to any individual or to the public (the “Notice Period”), that it intends to perform a site investigation in the Right-of-Way and remove or dispose of

contaminated soil or groundwater to the extent necessary for its work. Failure to give notice is not a violation of this Agreement.

9. Owner shall be responsible for Incremental Increase (as defined below) in costs and expenses, if any, associated with the disposal or treatment of contaminated soil and disposal or treatment of contaminated groundwater caused by the former UST system on the Site and encountered during activities noted in Section 8 above, in accordance with the following guidelines and requirements:

- City's written notification to Owner shall state the dates during which work will be performed and the notification shall contain detailed work plans;
- During the Notice Period, the City and Owner will coordinate and cooperate with each other, to the extent reasonably practical, in planning the work and an approach to managing the impacted soil or groundwater in the Right-of-Way in such a manner as to minimize cost and time for the City and Owner, including agreeing upon the scope and schedule of the work and the schedule of the transporters and trucks needed for disposal;

Incremental Increases shall mean those costs which are in excess of the amount that the City had reasonably budgeted for the construction work that it would not have had to expend but for the requirement to remove contaminants.

10. Any soil that must be disposed of at a special handling, treatment, storage or disposal facility or landfill will be considered "contaminated". Whether soil is "contaminated" shall be determined by an environmental engineer retained by the City who is reasonably acceptable to Owner. Any soil that is not considered "contaminated" will be considered "clean". Soil determined to be "clean" may be used by the City for back-filing or other work. The City shall, at its cost and expense, remove and properly dispose of any such "clean" soil should the City

decide not use such clean soil for back-filling or other work. The City, with the cooperation of the Owner, shall segregate any "contaminated" soil from "clean" soil and place the "contaminated" soil in trucks provided by the Owner at the Owner's sole cost and expense. Owner shall, at its sole cost and expense, transport and properly dispose of any such "contaminated" soil off site at a special handling, treatment, storage or disposal facility or any other facility legally capable of accepting such soil. If the City would not have used the soil so removed for backfill in the Right-of-Way, the City shall reimburse Owner for the reasonable trucking and disposal cost the City would have paid for the removal of the soil to a non-special waste facility.

11. Any groundwater or other liquids requiring on-site treatment or transportation and disposal at a special handling, treatment, storage or disposal facility shall be considered "contaminated." Whether groundwater or other liquids are "contaminated" shall be determined by an environmental engineer retained by the City who is reasonably acceptable to Owner. Any groundwater or liquids that are not considered "contaminated" will be considered "clean". Such "clean" liquids may remain at the Right-of-Way in the City's discretion. If the liquids do not require transport and disposal at a special handling, treatment, storage or disposal facility, the City may remove such liquids at its sole cost and expense. Any liquids requiring transport and disposal at a special handling, treatment, storage or disposal facility shall be considered contaminated and shall be transported and properly disposed of off-site at a special handling, treatment, storage or disposal facility by Owner at the Owner's sole cost and expense.

12. There is a rebuttable presumption that the contaminants found in the highway Right-of-Way arose from the release of contaminants from the Site.

13. Should Owner not reimburse the reasonable costs under the conditions set forth herein, this Agreement shall be null and void, at the City's option, upon written notice to Owner by the City that those costs have not been reimbursed. Owner may cure that problem within twenty (20) working days by making payment, or may seek to enjoin that result.

14. This Agreement shall continue in effect from the date of this Agreement until the HAA is no longer required as set forth in said HAA.

15. Even though the Owner shall remain obligated under the terms and conditions of this Agreement upon transfer of title, it shall be binding upon all successors-in-interest to the Owner. A successor-in-interest of the City shall include any highway authority, entity or person to which the City would transfer jurisdiction of the Right-of-Way. 16. This Agreement is in settlement of claims the City may have arising from the release of contaminants into the Right-of-Way associated with incident number 20040159.

17. Written notice required by this Agreement shall be mailed to the following:

If to Owner:

Name: Mary Wojciechowski  
Company: BP Products North America, Inc.  
Street: 150 West Warrenville Road, MC 200-1N  
City, State, Zip: Naperville, IL 60563

If to City:

Name: Paul G. Redman, PE, Director  
Engineering Department  
Street: 303 West Wesley Street  
City, State, Zip: Wheaton, IL 60187

18. The City's sole responsibility under this Agreement shall be to comply with the HAA and the provisions set forth herein.

19. No violation of a permit by a third-party shall constitute a breach of this agreement by the City. Owner hereby releases the City from liability for breach of this Agreement by others under permit and indemnifies the City against claims that may arise from others under permit causing a breach of this Agreement. Owner agrees that its personnel, if any, at the Site who are aware of this Agreement will notify anyone they know is excavating the Right-of-Way about this Agreement. This obligation shall include the requirement to appear, defend, and indemnify the City from any claim by the IEPA that it has violated any term of the HAA.

20. Should the City breach this Agreement, Owner's sole remedy shall be an action in the Eighteenth Judicial Circuit Court for specific performance of this Agreement. Any and all claims for damage against the City, its agents, its contractors, its employees or its successor-in-interest arising anytime for the breach of this Agreement are hereby fully waived and release. Other than an action for specific performance, no other breach by the City, its agents, contractors, employees and its successors-in-interest of a provision of this Agreement is actionable in either law or equity by Owner against the City, and Owner hereby releases the City, 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 law, regulation or common law governing the contaminated soil or groundwater in the highway Right-of-Way. Should the City convey, vacate or transfer jurisdiction of the Right-of-Way, Owner may pursue an action under this Agreement against the successors-in-interest, other than a State agency, in a court of law.

21. This Agreement is entered into by the City 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



City in the spirit of those laws and under its right and obligations as a highway authority. Should any provisions of this Agreement be struck down as beyond the authority of the City, however, this Agreement shall be null and void.

IN WITNESS WHEREOF, Owner, \_\_\_\_\_, has caused this Agreement to be signed by its duly authorized representative.

BY: hjh for BP Products NA

DATE: 10/18/13

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its duly authorized representative.

City of Wheaton

BY: Michael J. Jones  
ITS: MAYOR

DATE: 11/04/13

EXHIBIT A

((ORDINANCE ATTACHED))

EXHIBIT B  
HIGHWAY AUTHORITY AGREEMENT  
With Exhibits  
  
((ATTACHED))

TIERED APPROACH TO CORRECTIVE-ACTION OBJECTIVES AGREEMENT

This Agreement is entered into this 9<sup>th</sup> day of November, 2013 pursuant to 35 Ill. Admin. Code Section 742.1020 and by and between BP Products North America Inc. f/k/a Amoco Oil Company ("BP") as owner or operator of underground storage tank(s) ("Owner/Operator") and the City of Wheaton, Illinois ("City"), as follows:

1. This Agreement is not binding upon the City until it is executed by the undersigned representative of the City 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 1003 East Roosevelt Road, Wheaton, Illinois (the "Site").

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

may be an approximation of the actual Right-of-Way lines. The Right-of-Way is impractical to sample for Contaminants, however, the parties believe that the area of the Right-of-way is adequate to encompass the soil within Right-of-Way possibly impacted with Contaminants from a release at the Site.

c. The Illinois Emergency Management Agency has assigned incident number 20040159 to the 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 City stipulates:

The City 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 City has jurisdiction of the Right-of-Way. As such, the City 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 City 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 City promises the 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 City for maintenance activities requested by Owner/Operator in writing in order to maintain it as a barrier. Except for ordinary maintenance consistent with that performed by the City on other City highways, the City does not agree to perform maintenance of the Right-of-Way, nor does it agree that the Right-of-Way will always remain a City highway or that it will maintain the Right-of-Way as an engineered barrier.

6. Provided that the City provides Owner/Operator with notice within thirty (30) working days of receiving a claim, and further provides Owner/Operator with an opportunity to defend said claim, the Owner/Operator agrees to indemnify and hold harmless the City, and other highway authorities, if any, maintaining the highway Right-of-Way by an agreement with the City, and the City's agents, contractors or employees for all

obligations asserted against or costs incurred by them, including attorney's fees and court costs, associated with the release of Contaminants from the Site by the Owner/Operator.

7. As an additional consideration, Owner/Operator agrees to reimburse the City for the reasonable costs it has incurred in protecting human health and the environment, including, but not limited to, identifying, investigating, handling, storing and disposing of contaminated soil and groundwater in the Right-of-Way as a result of the release of Contaminants at this Site by the Owner/Operator. The City has documented those costs for Owner. Those costs amount to (Not Applicable). If costs have been incurred, a cashier's check made payable to "City of Wheaton" shall be tendered to the City at the time Owner/Operator furnishes a signed Agreement to the City for its signature. That check will be deposited when this Agreement is signed by all necessary parties.

8. This Agreement shall be binding upon all successors in interest to the Owner/Operator and to the City. A successor in interest of the City would include a highway authority to which the City would transfer jurisdiction of the highway.

9. 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 City 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 City has not cured the violation within such time as IEPA has granted to cure the violation.

10. 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 City, amended the notice in the chain of title of the Site to reflect unencumbered future use of that highway Right-of-Way.

11. This Agreement is in settlement of claims the City may have arising from the release of Contaminants into the Right-of-Way associated with incident 20040159.

12. This Agreement does not limit the City's ability to construct, reconstruct, improve, repair, maintain and operate (collectively "Work") a highway upon its property or to allow others to use the highway Right-of-Way by permit. To the extent necessary for its Work, the City 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.

Prior to taking any such action, the City will first give Owner/Operator no less than eight months' written notice prior to a letting for Work on published programs and otherwise no less than three months written notice, unless there is an immediate threat to the health or safety to any individual or to the public, that it intends to perform Work in the Right-of-Way which may involve removing and disposing of contaminated soil or groundwater to the extent necessary for its Work. During this period, which may be extended by agreement of the parties, the City and Owner/Operator will engage in a good faith, collaborative process to arrive at a consensus approach to managing the impacted soil or groundwater in the Right-of-Way in an attempt to reconcile Owner/Operator's preference for performing as much of this work as possible with the City's engineering

and other constraints in doing so. Work performed by Owner/Operator would be performed under a permit from the City. The final decision for management will be in the discretion of the City.

Failure to give notice is not a violation of this Agreement. The removal and 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 City, if requested to do so by the City. If practicable, as determined by the City, the City may request Owner/Operator to remove and dispose of the contaminated soil or groundwater necessary for the City's work in advance of that work.

The Owner/Operator shall reimburse the reasonable costs incurred by the City to perform a site investigation of the Right-of-Way and to monitor the removal, to transport and to dispose of any Contaminant impacted soil or groundwater from the Right-of-Way; provided, however, that if Owner/Operator has not been given notice and an opportunity to engage in the consensus process allowing it to perform that investigation and that disposal within the process described in the preceding paragraphs and there was no immediate threat to health or safety, reimbursement shall be limited to actual costs not to exceed \$10,000.00. There is a rebuttable presumption that the Contaminants found in the highway Right-of-Way arose from the release of Contaminants from the Site. Should Owner/Operator not reimburse the reasonable costs under the conditions set forth herein, this Agreement shall be null and void, at the City's option, upon written notice to Owner/Operator by the City that those costs have not been reimbursed. Owner/Operator may cure that problem within forty-five (45) working days by making payment, or may seek to enjoin that result.

13. Written notice required by this Agreement shall be mailed to the following: if to Owner/Operator: BP Products North America Inc., f/k/a Amoco Oil Company, Attn: Mary Wojciechowski, 150 W. Warrenville Road, Mail Code 200-1N, Naperville, Illinois, 60563, and if to City of Wheaton: Director of Wheaton Engineering, Wheaton Engineering Department, Attn: Paul Redman, 303 W. Wesley Street, Wheaton, Illinois, 60187.

14. The City's sole responsibility under this Agreement with respect to others using the highway Right-of-Way under permit from the City is to include the following, or similar language, in the future standard permit provisions and to notify its current permit holders on its mailing list of the following:

As a condition of this permit, the permittee shall request the Permit Office 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.

Provided that the City provides Owner/Operator with notice within thirty (30) working days of receiving a claim, and further provides Owner/Operator with an opportunity to defend said claim, Owner/Operator hereby releases the City from liability for breach of this Agreement by others under permit and indemnifies the City against claims that may arise from others under permit causing a breach of this Agreement. Owner/Operator also

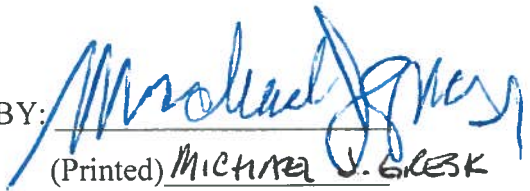
agrees that its personnel, if any, at the Site who are aware of this Agreement will notify anyone they know is excavating in the Right-of-Way about this Agreement.

15. Should the City breach this Agreement, Owner/Operator's sole remedy is for an action for damages. Any and all claims for damages against the City, its agents, contractors, employees or its successors in interest arising at any time for a breach of paragraph 5 of this Agreement are limited to an aggregate maximum of \$20,000.00. No other breach by the City, 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 City and Owner/Operator hereby releases the City, 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 City 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.

16. This Agreement is entered into by the City 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 City in the spirit of those laws and under its rights and obligations as property owner. Should any provisions of this Agreement be struck down as beyond the authority of the City, this Agreement shall be null and void.


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

City of Wheaton, Illinois

BY:   
(Printed) MICHAEL J. GRESK  
Its: MAYOR

DATE: 11/04/13

IN WITNESS WHEREOF, Owner/Operator, BP Products North America Inc. f/k/a Amoco Oil Company, has caused this Agreement to be signed by its duly authorized representative, and be binding upon it, its successors and assigns.

BY:  for BP Products NA  
ITS Operations Project Manager

DATE: 10/18/13

## **EXHIBIT A**

**Former BP Service Station No. 9828  
1003 East Roosevelt Road  
Wheaton, Illinois  
LUST Incident No. 20040159**

Figure 1 – Estimated Soil Impact Map  
Figure 2 – Estimated Groundwater Impact Map  
Table 1 – Soil BTEX/MTBE Analytical Data  
Table 2 – Groundwater BTEX/MTBE Analytical Data

LEGEND

- PROPERTY BOUNDARY
- MONITORING WELL
- DESTROYED MONITORING WELL
- SOIL BORING
- SOIL SAMPLE LOCATION
- SOIL SAMPLE LOCATION (DMITO PROPERTY)
- SAMPLE DATE
- SAMPLE DEPTH/REMEDIATION OBJECTIVE

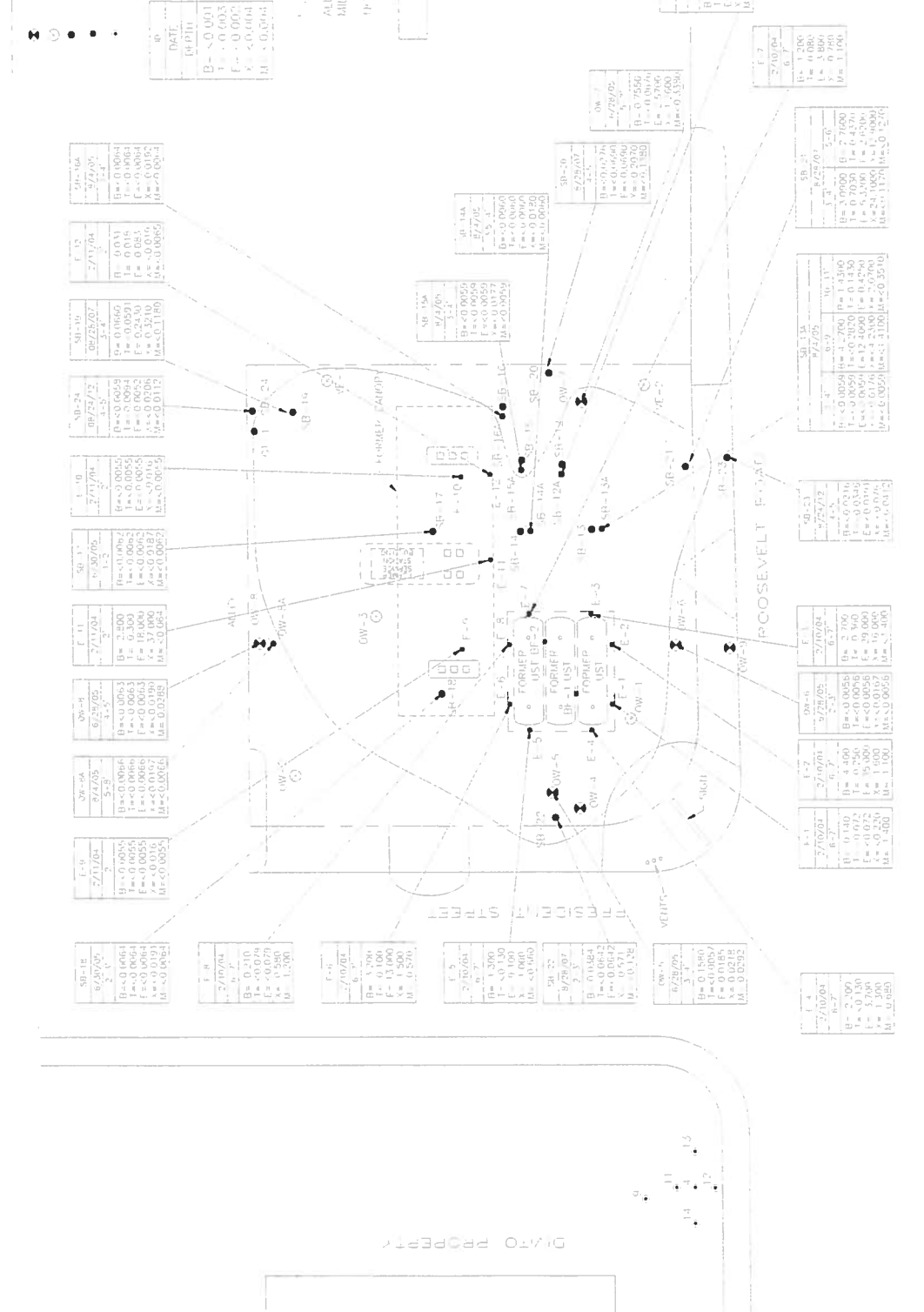
DATE	P.C.	DEPTH
02/25/07	0.17	0.17
07/27/12	0.603	0.603
07/27/12	0.002	0.002
07/27/12	0.004	0.004
07/27/12	0.5	0.5

THE MOST RESTRICTIVE R.O.  
 ALL CONCENTRATIONS EXRESSED IN  
 MICROGRAMS PER LITER (MCG/L)  
 NOTE: RESULTS ARE BASED ON CLASS II  
 SOIL COMPARED TO GROUNDWATER R.O.  
 ESTIMATED AREA OF SOIL BTEX/MIBE IMPACT



FIGURE 1  
 FORMER BP SERVICE STATION NO. 9828  
 1003 ROOSEVELT ROAD  
 WHEATON, ILLINOIS  
 ESTIMATED SOIL IMPACT MAP

PARSONS  
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 6/18/2013



PROPERTY BOUNDARY  
 MONITORING WELL  
 DESTROYED MONITORING WELL  
 SOIL BORING  
 SOIL SAMPLE LOCATION  
 SOIL SAMPLE LOCATION (DMITO PROPERTY)  
 SAMPLE DATE  
 SAMPLE DEPTH/REMEDIATION OBJECTIVE  
 BENZENE  
 ETHYLBENZENE  
 TOLUENE  
 METHYL TERTIARY BUTYL ETHER

ALL CONCENTRATIONS EXRESSED IN  
 MICROGRAMS PER LITER (MCG/L)  
 NOTE: RESULTS ARE BASED ON CLASS II  
 SOIL COMPARED TO GROUNDWATER R.O.  
 ESTIMATED AREA OF SOIL BTEX/MIBE IMPACT

FIGURE 1  
 FORMER BP SERVICE STATION NO. 9828  
 1003 ROOSEVELT ROAD  
 WHEATON, ILLINOIS  
 ESTIMATED SOIL IMPACT MAP

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 6/18/2013

**LEGEND:**

- PROPERTY BOUNDARY
- MONITORING WELL
- DEPOSITED MONITORING WELL
- SOIL SAMPLE LOCATION (DOWNS PROPERTY)

NO.	GW ELEV.	DATE	OBJECTIVE
B	< 0.002	0.075	BENZENE
T	< 0.002	7.5	TOLUENE
F	< 0.002	3	ETHYL BENZENE
X	< 0.002	10	TOTAL XYLENES
M	< 0.002	0.07	METHYL TERTIARY BUTYL ETHER

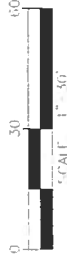
SAMPLE ID  
 GW ELEVATION  
 SAMPLE DATE/REMEDIATION OBJECTIVE  
 BENZENE  
 TOLUENE  
 ETHYL BENZENE  
 TOTAL XYLENES  
 METHYL TERTIARY BUTYL ETHER

**BELOW LABORATORY DETECTION LIMITS**

ALL CONCENTRATIONS EXRESSED IN MILLIGRAMS PER LITER (mg/L).  
 LOWE REMEDIATION OBJECTIVES ARE FOR CLASS II GROUNDWATER

GROUNDWATER FLOW DIRECTION

ESTIMATED AREA OF GROUNDWATER IMPACT

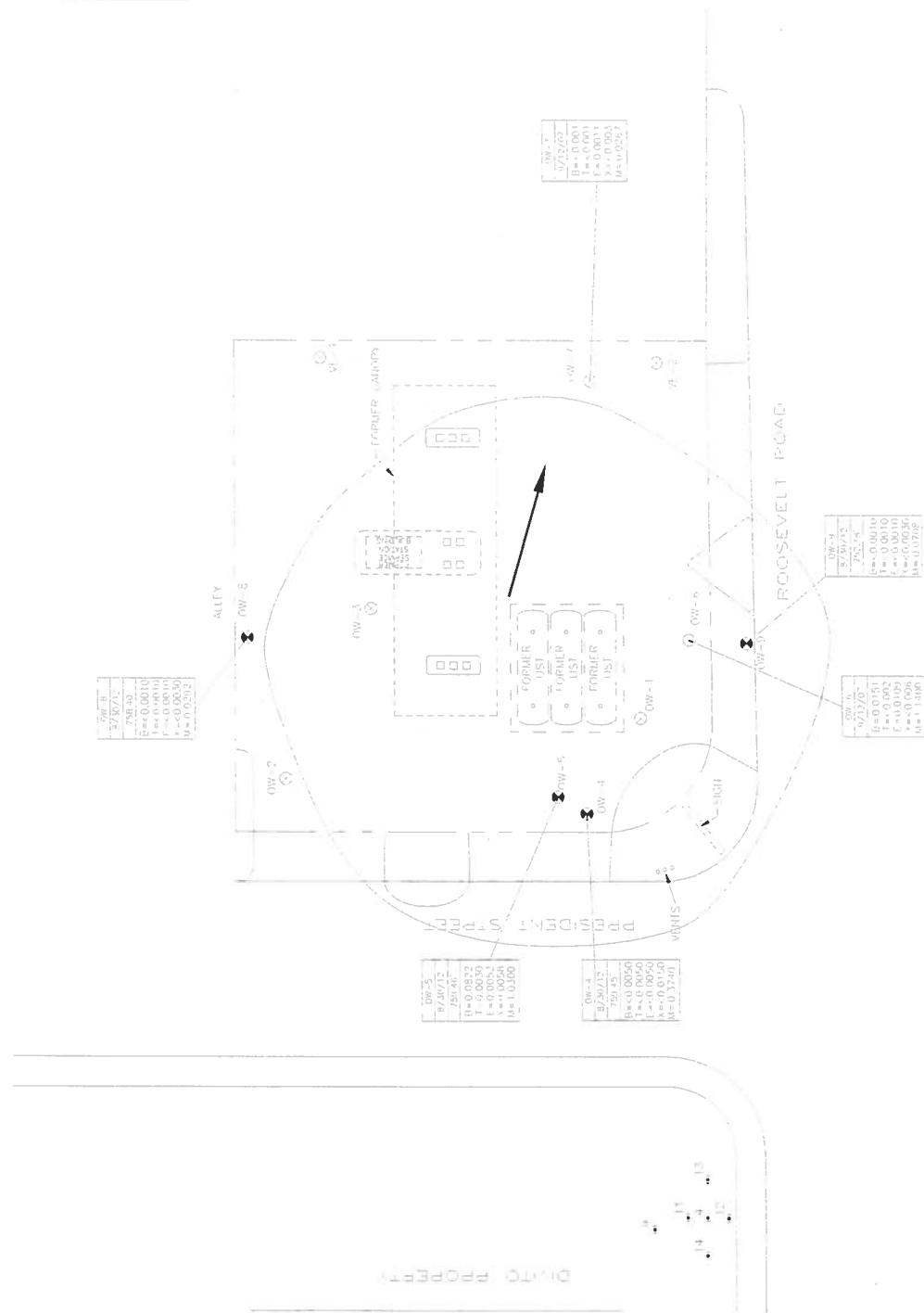


**FIGURE 2**

FORMER BP SERVICE STATION NO. 9828  
 1003 ROOSEVELT ROAD  
 WHEATON, ILLINOIS

**ESTIMATED GROUNDWATER IMPACT MAP**

**PARSONS** 6/17/2013  
 DESIGN • RESEARCH • PLANNING  
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**Table 1**  
**Soil BTEX and MTBE Analytical Data**  
**Former BP Service Station No. 9828**  
**1003 E. Roosevelt Road**  
**Wheaton, Illinois**

Sample Identification Number	Date	Depth (feet)	Benzene	Toluene	Ethylbenzene	Total Xylenes	Methyl Tertiary Butyl Ether (MTBE)
E-1	02/10/04	6-7	0.1400 <sup>1</sup>	< 0.0720	< 0.0720	< 0.2200	1.4000 <sup>1,2</sup>
E-2	02/10/04	6-7	4.4000 <sup>1,2,5,6,8</sup>	0.2500	35.0000 <sup>1,2</sup>	1.6000	1.1000 <sup>1,2</sup>
E-3	02/10/04	6-7	2.7000 <sup>1,2,5,6,8</sup>	0.3600	29.0000 <sup>1,2</sup>	16.0000 <sup>8</sup>	< 1.4000 <sup>1,2</sup>
E-4	02/10/04	6-7	2.2000 <sup>1,2,5,6</sup>	< 0.1300	3.7000	1.3000	0.6800 <sup>1,2</sup>
E-5	02/10/04	6-7	1.3000 <sup>1,2,5</sup>	< 0.1300	9.1000	1.0000	< 0.6600 <sup>1,2</sup>
E-6	02/10/04	6-7	3.2000 <sup>1,2,5,6,8</sup>	0.1000	13.0000	1.5000	0.5700 <sup>1,2</sup>
E-7	02/10/04	6-7	1.2000 <sup>1,2,5</sup>	0.0800	3.8000	0.7800	1.1000 <sup>1,2</sup>
E-8	02/10/04	6-7	0.2100 <sup>1,2</sup>	< 0.0790	< 0.0790	0.5800	1.2000 <sup>1,2</sup>
E-9	02/11/04	2	< 0.0055	< 0.0055	< 0.0055	< 0.0160	< 0.0055
E-10	02/11/04	2	< 0.0055	< 0.0055	< 0.0055	< 0.0160	< 0.0055
E-11	02/11/04	2	2.8000 <sup>1,2,5,6,8</sup>	0.3000	18.0000 <sup>1</sup>	37.0000 <sup>8</sup>	< 0.0640
E-12	02/11/04	2	0.0310 <sup>1</sup>	0.0180	0.0830	< 0.0190	< 0.0065
BF-1	02/10/04	---	< 0.0079	< 0.0079	< 0.0079	< 0.0240	1.2000 <sup>1,2</sup>
BF-2	02/10/04	---	0.0680 <sup>1</sup>	< 0.0560	1.1000	1.7000	< 0.2800
OW-5	06/28/05	3-4	0.1580 <sup>1</sup>	< 0.0057	0.0185	0.0218	0.0292
OW-6	06/28/05	2-3	< 0.0056	< 0.0056	< 0.0056	< 0.0167	< 0.0056
OW-7	06/28/05	5-7	0.7550 <sup>1,2</sup>	< 0.0676	2.5700	1.2600	< 0.3380 <sup>1,2</sup>
OW-8	06/28/05	4-5	< 0.0063	< 0.0063	< 0.0063	< 0.0190	0.0288
SB-16	06/30/05	6	< 0.2610 <sup>1,2</sup>	< 0.2610	6.2300	< 3.9100	< 1.3000 <sup>1,2</sup>
SB-17	06/30/05	1-2	< 0.0062	< 0.0062	< 0.0062	< 0.0187	< 0.0062
SB-18	06/30/05	2-3	< 0.0064	< 0.0064	< 0.0064	< 0.0191	< 0.0064
OW-8A	08/04/05	5-8	< 0.0066	< 0.0066	< 0.0066	< 0.0197	< 0.0066
SB-12A	08/04/05	4-5	< 0.0070	< 0.0070	< 0.0070	< 0.0209	< 0.0070
	08/04/05	6-8	0.8500 <sup>1,2,5</sup>	0.1270	0.2610	1.6400	< 0.3610 <sup>1,2</sup>
SB-13A	08/04/05	3-4	< 0.0059	< 0.0059	< 0.0059	< 0.0176	< 0.0059
	08/04/05	6-9	4.2700 <sup>1,2,5,6,8</sup>	< 0.2820	12.4000	< 4.2300	< 1.4100 <sup>1,2</sup>
	08/04/05	10-11	1.4300 <sup>1,2,5</sup>	0.1430	0.4250	2.0700	< 0.3510 <sup>1,2</sup>
SB-14A	08/04/05	3.5-4	< 0.0060	< 0.0060	< 0.0060	< 0.0180	< 0.0060
SB-15A	08/04/05	3-4	< 0.0059	< 0.0059	< 0.0059	< 0.0177	< 0.0059
SB-16A	08/04/05	3-4	< 0.0064	< 0.0064	< 0.0064	< 0.0192	< 0.0064
SB-19	08/28/07	3-4	0.0660 <sup>1</sup>	< 0.0591	0.2430	0.3210	< 0.1180
SB-20	08/28/07	4-5	< 0.0276	< 0.0690	< 0.0690	< 0.2070	< 0.1380
SB-21	08/28/07	3-4	3.0900 <sup>1,2,5,6,8</sup>	0.7030	5.3200	24.1000 <sup>8</sup>	< 0.1170
	08/28/07	5-6	2.7600 <sup>1,2,5,6,8</sup>	0.4370	2.6200	12.9000 <sup>8</sup>	< 0.1270
SB-22	08/28/07	2-3	0.0384 <sup>1</sup>	< 0.0642	< 0.0642	0.571	< 0.128
SB-23	08/24/12	4-5	< 0.0216	< 0.0346	< 0.0191	< 0.076	< 0.0412
SB-24	08/24/12	4-5	< 0.0058	< 0.0094	< 0.0052	< 0.0206	< 0.0112
<b>SOIL COMPONENT OF GROUNDWATER INGESTION</b>	<b>CLASS I</b>		<b>0.03</b>	<b>12</b>	<b>13</b>	<b>150</b>	<b>0.32</b>
	<b>CLASS II*</b>		<b>0.17</b>	<b>29</b>	<b>19</b>	<b>150</b>	<b>0.32</b>
<b>INGESTION REMEDIATION OBJECTIVES</b>	<b>RESIDENTIAL</b>		<b>12</b>	<b>16,000</b>	<b>7,800</b>	<b>16,000</b>	<b>780</b>
	<b>COMMERCIAL</b>		<b>100</b>	<b>410,000</b>	<b>200,000</b>	<b>410,000</b>	<b>20,000</b>
<b>INHALATION REMEDIATION OBJECTIVES</b>	<b>RESIDENTIAL</b>		<b>0.8</b>	<b>650</b>	<b>400</b>	<b>320</b>	<b>8,800</b>
	<b>COMMERCIAL</b>		<b>1.6</b>	<b>650</b>	<b>400</b>	<b>320</b>	<b>8,800</b>
<b>CONSTRUCTION WORKER REMEDIATION OBJECTIVES</b>	<b>INGESTION</b>		<b>2,300</b>	<b>410,000</b>	<b>20,000</b>	<b>41,000</b>	<b>2,000</b>
	<b>INHALATION</b>		<b>2.2</b>	<b>42</b>	<b>58</b>	<b>5.6</b>	<b>140</b>

1-Class I Soil Component to Groundwater Remediation Objective exceeded  
2-Class II Soil Component to Groundwater Remediation Objective exceeded\*  
3-Residential Ingestion Remediation Objective exceeded  
4-Commercial Ingestion Remediation Objective exceeded  
5-Residential Inhalation Remediation Objective exceeded  
6-Commercial Inhalation Remediation Objective Exceeded  
7-Construction Worker Ingestion Remediation Objective exceeded

8-Construction Worker Inhalation Remediation Objective exceeded  
Results in milligrams per kilogram (mg/kg)  
Analyzed using USEPA Method 5035/8260  
All data reported as dry weight after 8/15/01  
\* This site has been evaluated based on Class II Remediation Objectives  
\* < Analyte(s) absent or present at a concentration below the method detection limits

**Table 2**  
**Groundwater BTEX and MTBE Analytical Data**  
**Former BP Service Station No. 9828**  
**1003 E. Roosevelt Road**  
**Wheaton, Illinois**

Sample Identification Number	Date	Benzene	Toluene	Ethylbenzene	Total Xylenes	Methyl Tertiary Butyl Ether (MTBE)
OW-4	08/30/12	< 0.0050	< 0.0050	< 0.0050	< 0.0150	0.3740 <sup>1,2</sup>
OW-5  DUP	07/20/05	0.0647 <sup>1,2</sup>	0.0054	< 0.0050	< 0.0150	1.1800 <sup>1,2</sup>
	09/12/07	0.1690 <sup>1,2</sup>	0.0035	0.1010	0.0108	1.6700 <sup>1,2</sup>
	08/30/12	0.0822 <sup>1,2</sup>	0.0030	0.0052	0.0058	1.0300 <sup>1,2</sup>
	08/30/12	0.0822 <sup>1,2</sup>	0.0030	0.0051	0.0056	0.9890 <sup>1,2</sup>
OW-6	07/20/05	0.0429 <sup>1,2</sup>	< 0.0100	0.0714	< 0.0300	2.1800 <sup>1,2</sup>
	09/12/07	0.0151 <sup>1</sup>	< 0.0020	0.0109	< 0.0060	1.1400 <sup>1,2</sup>
	08/30/12	Destroyed-unable to find				
OW-7	07/20/05	0.0030	< 0.0010	< 0.0010	< 0.0030	0.0289
	09/12/07	< 0.0010	< 0.0010	0.0011	< 0.0030	0.0267
	08/30/12	Destroyed - unable to find				
OW-8	07/20/05	< 0.0010	< 0.0010	< 0.0010	< 0.0030	0.0264
	09/12/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030	0.0973 <sup>1,2</sup>
	08/30/12	< 0.0010	< 0.0010	< 0.0010	< 0.0030	0.0292
OW-9	08/30/12	< 0.0010	< 0.0010	< 0.0010	< 0.0030	0.0708 <sup>1,2</sup>
<b>GROUNDWATER REMEDIALATION OBJECTIVES</b>	<b>CLASS I</b>	<b>0.005</b>	<b>1</b>	<b>0.7</b>	<b>10</b>	<b>0.07</b>
	<b>CLASS II*</b>	<b>0.025</b>	<b>2.5</b>	<b>1</b>	<b>10</b>	<b>0.07</b>

<sup>1</sup> = Class I Remediation Objectives exceeded

<sup>2</sup> = Class II Remediation Objectives exceeded

\* This site has been evaluated based on Class II Remediation Objective

"<" Analyte(s) absent or present at a concentration below the method detection limit  
 Results in milligrams per liter (mg/l)  
 Analyzed using USEPA Method 8260

## **EXHIBIT B**

**Former BP Service Station No. 9828  
1003 East Roosevelt Road  
Wheaton, Illinois  
LUST Incident No. 20040159**

Figure 3 – Highway Authority Agreement Location Map

LEGEND:

PROPERTY BOUNDARY  
 0.0000 - 0.0000  
 0.0000 - 0.0000

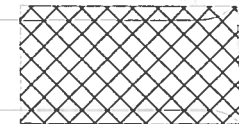


AREA OF CITY OF WHEATON  
 HIGHWAY AUTHORITY AGREEMENT

EVERSPETT STREET

PRESIDENT STREET

DIVITO PROPERTY



05-11-100-020  
 SITE

05-11-100-011  
 05-11-100-012  
 05-11-100-013  
 05-11-100-014  
 05-11-100-015  
 05-11-100-016  
 05-11-100-017  
 05-11-100-018  
 05-11-100-019  
 05-11-100-020  
 05-11-100-021  
 05-11-100-022  
 05-11-100-023  
 05-11-100-024  
 05-11-100-025  
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 05-11-100-028  
 05-11-100-029  
 05-11-100-030



05-15-100-019

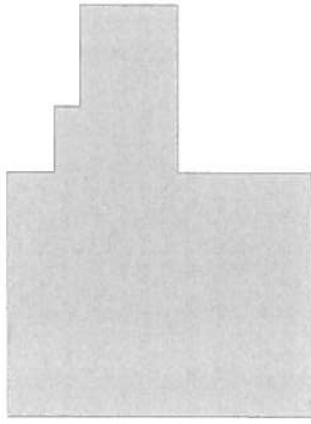
05-15-100-020

05-15-100-021

ROOSEVELT ROAD



05-22-100-019



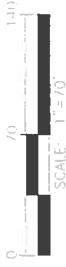
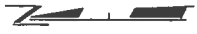
05-22-100-027



05-22-100-013

05-22-100-014

05-22-100-015



SCALE: 1" = 70'

FIGURE 3

FORMER BP SERVICE STATION NO. 9828  
 1003 ROOSEVELT ROAD  
 WHEATON, ILLINOIS

HIGHWAY AUTHORITY AGREEMENT  
 LOCATION MAP

PARSONS

DESIGN & RESEARCH - PLANNING

6/17/2013

10 SOUTH BOSTON PLAZA • CHICAGO, ILLINOIS • 312.930.5100