

## HIGHWAY AUTHORITY BENEFITS AGREEMENT

This Highway Authority Benefits Agreement (Agreement) is entered into this \_\_\_\_\_ day of February, 2023 by and between DuPage County, Illinois (County) and **True North Energy, LLC** (Applicant), a Delaware limited liability company, registered to do business in Illinois, as the former owner of the property and the owner and operator of the former underground storage tanks at the property located at **7500 S. Lemont Road, Woodridge, Illinois** (intersection of CH 9/Lemont Road and CH 33/75th Street) in the County of DuPage, Illinois (County) as follows:

### 1. Definitions:

- a. "Agreement" means this Highway Authority Benefits Agreement and all of its Exhibits. The use of the term "Agreement" in any of its grammatical forms is intended to inclusively reference the terms and conditions presented in this Highway Authority Benefits Agreement and all of its individual Exhibits which are incorporated herein as if set forth in the body of this Highway Authority Benefits Agreement, including but not limited to the Highway Authority Agreement and its Exhibits attached as **Exhibits A and A-1 through A-6**.
- b. "Contaminants," whether or not capitalized and in any of its grammatical forms, means the following contaminants of concern and any related or derivative contaminants (which are the indicator contaminants for the release as determined by the Illinois Administrative Code): Benzene, Toluene, Ethylbenzene, and Total Xylenes (collectively "BTEX"); Methyl Tertiary Butyl Ether (MTBE). Soil is uncontaminated and, therefore not subject to Paragraph 4.e., only to the extent it is "uncontaminated soil" pursuant to 35 IAC 1100.605 ("Maximum Allowable Concentrations for Chemical Constituents in Uncontaminated Soils").
- c. "County Representatives" whether or not capitalized and in any of its grammatical forms, means the following persons: County, individual members of the County Board, and any and all employees, agents, officers, or representatives of the County.
- d. "Effective Date" means the date on which the County Board Chair, pursuant to Ordinance of the County Board, executes this Agreement.
- e. "IAC" means Illinois Administrative Code.
- f. "IEPA" or "Agency" means Illinois Environmental Protection Agency.
- g. "IPCB" means Illinois Pollution Control Board.
- h. "Remediation," whether or not capitalized and in any of its grammatical forms (e.g., remediating), means, as applies to clean-up or removal of

Contaminants from soil or groundwater located under an impermeable surface, that such soil and groundwater remaining under the impermeable surface will be in compliance with IPCB Tier II site-specific standards, pursuant to 35 IAC 742 as approved by IEPA; and, otherwise, if not located under an IEPA-approved impermeable surface or an IEPA-approved soil cap, will be in compliance with IPCB Tier 1 residential standards under 35 IAC 742 or applicable background standards as approved by IEPA and the County. Additionally, for those Contaminants for which there are no applicable standards under 35 IAC 742, then the Applicant shall propose, for County approval, a standard to utilize. For purposes of this Paragraph, the County shall not unreasonably withhold its approval for the standards proposed by the Applicant which have been approved by IEPA.

i. "ROW" means the right-of-way owned by the County at the location depicted in **Exhibit A-1** attached to this Agreement, and includes both the roadway (surface and subsurface) and the parkways on either side of the roadway (whether or not fully identified on **Exhibit A-1**). Only the ROW is subject to this Agreement. The Exhibits to this Agreement, including but not limited to **Exhibit A-1**, are not surveyed plats and are an approximation of the actual property lines of the ROW encompassed under this Agreement; and, as such, boundaries shall be defined broadly to the benefit and protection of the County under this Agreement.

j. "Site" means the property with the street address and legal description as depicted on **Exhibit B** to this Agreement, and is the property on which the USTs /were formerly located. The Site was formerly owned and operated as a gasoline station by the Applicant. The Site was sold by Applicant on or around November 17, 2021, and is currently owned by person(s) other than and with no legal interest in the Applicant.

k. "UST" means underground storage tank.

l. "Work" means construction, reconstruction, improvement, repair, grading, excavation, demolition, maintenance and/or operation of, in, under, or on the ROW.

## **2. Applicant's Stipulations:**

a. Applicant is remediating the Site through the Illinois Environmental Protection Agency's Leaking Underground Storage Tank (LUST) program, pursuant to Section 35 IAC 731,732, 734 or 742, as applicable.

b. Applicant is the former owner and operator of three 10,000-gallon USTs for unleaded gasoline, having been removed from the Site in September, 2021 under OSFM Permit 00972-2021 REM. Applicant has no knowledge of

additional USTs present at, in or under the Site at the time of this Agreement. Applicant is not the current owner of the Site.

- c. The map and table, prepared by the Applicant and attached to this Agreement as **Exhibits A-4 and A-6**, show the Applicant's maximum estimated area of Contaminant impacted soils within the area of the Site and ROW at the time of the sampling identified in **Exhibit A-6**, and the applicable IPCB Tier 1 residential standards (under 35 Ill. Admin. Code Part 742). Highlighted on the map and table are those areas or samples that exceed the referenced Tier 1 standards.
- d. The map and table, prepared by the Applicant and attached to this Agreement as **Exhibits A-5 and A-6**, show the Applicant's maximum estimated area of Contaminant impacted groundwater within the area of the Site and ROW at the time of the sampling identified in **Exhibit A-6**, and the applicable IPCB Tier 1 residential standards (under 35 Ill. Admin. Code. Part 742). Highlighted in bold font on **Exhibit A-6** are samples that exceed the referenced Tier 1 standards.
- e. Attached as **Exhibits A-2 and A-3** to this Agreement, are maps prepared by the Applicant, showing the Applicant's predicted aerial extent of the Contamination, exceeding IPCB Tier 1 residential standards for soil and groundwater, respectively, at the Site and in the ROW at the time of this Agreement. The Applicant believes that **Exhibits A-2 and A-3** show the predicted impact by Contaminants released from the Site. **Exhibits A-2 through A-5** are intended to represent, on an aerial basis, only those portions of the Site and ROW that have, or are predicted by the Applicant to have, Contamination of groundwater and/or soil on, in or under it. As of the Effective Date of this Agreement, the Applicant has not yet submitted its Corrective Action Completion Report to IEPA. The Applicant agrees that if the estimated areas or predicted aerial extents of Contaminant-impacted soil or groundwater exceeding IPCB Tier 1 residential standards increase beyond the boundaries shown on the attached **Exhibits A-2 through A-5**, then the Applicant shall promptly seek an amendment of this Agreement to reflect the extended limits or boundaries of estimated areas or predicted aerial extents of Contamination, as applicable. This includes, but is not limited to, Exhibit E (an Exhibit not currently included in this Agreement providing for a potable well protection plan), if the changed extent of Contamination is within 200 feet of a potable well. The Applicant shall not utilize the provisions of Paragraphs 4.h, 4.i, or 4.k of this Agreement if it has not sought amendment from the County of this Agreement with the expanded extent of Contamination, as described above. For purposes of utilizing **Exhibits A-2 through A-5** with Paragraph 4.i, the area included in the rebuttable presumption is the greater of the Contaminated plume areas identified on **Exhibits A-2 through A-5**, or within the maximum feet measurable from a sampling point to "uncontaminated soil" pursuant to 35 IAC 1100.605, as measured from any of the sampling points on the Exhibits.

f. The Illinois Emergency Management Agency has assigned incident numbers 20030287 and 20210782 to the releases at the Site.

g. The Applicant intends to request risk-based, site-specific groundwater and/or soil remediation objectives from the IEPA, pursuant to 35 IAC 742. Under the referenced regulations, the use of risk-based, site-specific remediation objectives in the ROW may allow the use of a Highway Authority Agreement, as an institutional control, as defined in 35 IAC 742.1020.

h. The Applicant hereby represents and warrants that it is a valid and existing Delaware limited liability company and is registered to do business and in good standing in the State of Illinois, and that the individual executing this Agreement has been duly authorized by the Applicant to act on its behalf and enter into this Agreement. Attached as **Exhibit G** is a document titled "Unanimous Action Of the Members Without A Meeting" provided by Applicant showing that the individual executing this Agreement on behalf of the Applicant is authorized to do so.

**3. County's Stipulations:**

a. The County holds a fee simple interest or, if the highway is a platted street, a dedication for highway purposes in the ROW.

b. The County has jurisdiction of the ROW and, through its requirement that a permit be obtained for access, the County exercises sole control over access to the groundwater and soil directly beneath the ROW, as accessed through the surface of the ROW.

**4. The County and Applicant, jointly stipulate and agree as follows:**

a. The parties agree to execute a "Highway Authority Agreement," in the form provided by 35 Ill. Adm. Code 742. Appx. D (2007). The Highway Authority Agreement entered into between the parties is attached hereto as **Exhibit A**. If the Highway Authority Agreement attached as **Exhibit A** is terminated or voided by IEPA, the Applicant may seek termination of this Agreement with the County, but in such circumstance this Agreement only terminates with written approval of the County and the County has no obligation and it is in its sole discretion to terminate this Agreement, unless the Highway Authority Agreement was terminated or voided by IEPA due to the County's breach of any obligation under the Highway Authority Agreement.

b. The Applicant intends to submit the Highway Authority Agreement (**Exhibit A**) to the IEPA for review and approval. The Highway Authority Agreement must be referenced in IEPA's "No Further Remediation Letter,"

should one be issued. The Applicant will request that the IEPA reference this Agreement in IEPA's "No Further Remediation Letter," should one be issued.

c. This Agreement and the Highway Authority Agreement attached as **Exhibit A** shall be null and void unless the Highway Authority Agreement and this Agreement are executed by the Chair of the County Board with an ordinance approving the execution of such agreements.

d. The County will have no obligation to notify the Applicant, including, but not limited to under Paragraph 4.e.ii, should the Applicant fail to obtain IEPA approval on the Highway Authority Agreement within the next one hundred and eighty (180) days of the Effective Date, unless both parties agree to extend the time, such agreement not to be unreasonably withheld. The Applicant's obligations to the County under this Agreement, including but not limited to the Applicant's obligation to reimburse and indemnify the County, however, remain unchanged.

e. Obligations Related to Contamination or Work in the ROW:

i. As the pavement in the ROW may be considered an engineered barrier, the Applicant agrees to reimburse the County within thirty-days of the Applicant's receipt of the County's request for payment in advance or reimbursement, for maintenance activities requested by Applicant in writing in order to maintain it as a barrier.

ii. To the extent the County or others using its property under permit or performing Work on its property pursuant to contract, come into contact with; or, for purposes of the Work, need to manage, move, remove, dispose, or remediate Contaminated soils or groundwater on, in, under or near the ROW; or, need to take actions to protect persons performing the Work from being exposed to the Contaminated soils or groundwater, the Applicant will reimburse the County for all reasonable fees and costs (one hundred percent, 100%) incurred by the County, including but not limited to the cost of testing and disposal of any Contaminated soils or groundwater and any construction intended to prevent the re-contamination of any areas where contaminated soil or groundwater was removed, remediated, or managed. Said reimbursement shall be made within sixty (60) days after the Applicant receives from the County a written notice of the amount and access to the invoices. However, prior to taking actions to remove, move or remediate Contaminated soils or groundwater, unless there is an immediate threat to the health or safety of any individual, the environment or the public, or unless there is an immediate need to perform Work in order to maintain the flow of, use of, or traffic on the ROW due to an obstruction or structural condition of the roadway (including, but

not limited to buckling, heaving or cracking of the roadway surface or subsurface), the County will give the Applicant no less than one-hundred and twenty (120) days notice, that it intends to perform Work in the ROW that may involve the moving, removing or remediation of Contaminated soils and/or groundwater. During the period following such notice, the County and the Applicant will engage in a good faith, collaborative process in an attempt to arrive at a consensus approach to managing, removing, moving, disposing, or remediating the Contaminated soils and/or groundwater at, in, under or near the ROW. If agreeable to the County at the time of these good faith negotiations, the Applicant may be allowed to perform the agreed upon scope of work and will execute any required documentation (including, but not limited to permits, disposal contracts, or manifests) as the generator of the contaminated soils or groundwater, however, the Applicant remains subject to the County's laws, rules or ordinances and is required to obtain whatever permit(s) are required for such work. If, as a result of these negotiations, the County and the Applicant are unable to reach a consensus within thirty (30) days of the date of notice, then the County and the Applicant agree that the County will manage the work related to the Contaminated soils and/or groundwater and the Applicant will reimburse the County for all reasonable costs and fees pursuant to this Agreement. In the event where there is an immediate threat to the health or safety of any individual, the environment or the public, or an immediate need to perform Work in order to maintain the flow of, use of, or traffic on the ROW due to an obstruction or structural condition of the roadway (including, but not limited to buckling, heaving or cracking of the roadway surface or subsurface), the County has no notice obligation to the Applicant. The Applicant, upon request by the County, will execute any required documentation (including, but not limited to permits, disposal contracts, or manifests) as the generator of the contaminated soils or groundwater.

- iii. Within sixty (60) days of the Effective Date, the Applicant shall deliver to the County a payment bond, in substantially the form and in the exact dollar amount as stated in **Exhibit C**, for use by the County in the event the Applicant fails to make any payments to the County as required by Paragraph 4. If the Applicant already has an existing payment bond in substantially the form of **Exhibit C** with the County, the Applicant may add the amount of the requirement in this Agreement to the existing payment bond, at its option.

Before seeking reimbursement under **Exhibit C**, the County shall give the Applicant written notice (in addition to the notice

referenced in Paragraph 4.e.ii.) and an opportunity to provide said payment within a thirty (30) day period following the date of the Applicant's receipt of this written notice. Any failure of the County to include documentation or access to documentation with respect to any notice under this Agreement does not invalidate that notice or breach this Agreement. The County shall not seek reimbursement under that portion of the payment bond where the payment has been disputed in writing by the Applicant, until such dispute is resolved.

If reimbursement is provided under the payment bond for any Highway Authority Benefits Agreement in effect between the County and the Applicant, the Applicant shall take the steps necessary to have the payment bond returned to the amount of the original payment bond.

- iv. In further consideration for and assurance of performance of this Agreement, the Applicant agrees to the additional provisions contained in **Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, B, C, G, and H, which** Exhibits are repeated and incorporated herein.

f. Defense and Indemnity:

- i. The Applicant covenants and agrees to defend, indemnify and hold harmless the County, individual members of the County Board, and any and all employees, agents, officers, or representatives of the County (hereinafter collectively "County Representatives"), from and against all claims, suits, actions, administrative enforcement proceedings, losses, damages of all kinds, costs, expenses, fines and penalties, attorneys' fees and expenses of litigation, of any nature whatsoever, relating in any way directly or indirectly to this Agreement, any Contamination in, on or under the Site or ROW, and/or Contamination alleged or actually on or released or removed from the Site or ROW. This includes, but is not limited to, any condition or occurrence, or any release, discharge or emission at, onto, above, under, through or from the Site or ROW, and the County Representatives' or the Applicant's execution, performance, or non-performance of this Agreement. This includes, but is not limited to, any claims of injury to any person (including, but not limited to death) or property for violation of or non-compliance with any law, ordinance, rule or regulation (including without limitation any environmental, health, anti-trust, civil rights, employment or trade law, or statutory or common law obligation or liability). Unless otherwise directed in writing by the County, the Applicant shall, at its own cost and expense defend any such claim, suit, action or proceeding as

contemplated herein and pay all fees, costs, damages and other expenses arising therefrom; and if any judgment, decree, fine or penalty of any kind shall be entered or levied against one or more County Representatives in any such claim, suit, action or proceeding, the Applicant shall pay all fees, costs, damages and other amounts to discharge same. The County shall give reasonable notice of the service of any suit upon it to the Applicant, and shall give reasonable notice of any claim, action, administrative proceeding, loss or other damages. The Applicant shall not be responsible for indemnification of any injury or damage resulting from a County Representative's willful and wanton acts. The County and Applicant specifically agree that this Paragraph should be construed as a global defense and indemnity provision, (except as respects indemnification of willful and wanton acts of the County Representatives), and that it requires the Applicant to defend and indemnify the County Representatives even in circumstances which include allegations of the sole acts or omissions of the County Representatives, regardless of whether such allegations are groundless, false or fraudulent. Should the this global defense and indemnity be determined by a court to be invalid, then the invalid portion shall be severed from the valid obligations under this Paragraph, which should not be invalidated, and thereby still require the Applicant to defend and indemnify the County Representatives for acts or omissions of persons other than the County Representatives. In addition, nothing in this Agreement shall be construed as a waiver of any common law or statutory immunity the County Representatives may have to such liability. Paragraph 4.f. survives expiration or termination of this Agreement. Without limitation of any other causes of action or remedies available to the County, all obligations of the Applicant under this Paragraph 4.f.i. are subject to the limitations in Paragraph 4.h.

- ii. Nothing contained herein shall be construed as prohibiting the County Representatives from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, actions, administrative enforcement proceedings, of any kind, which have been brought against them. Pursuant to Illinois law, (55 ILCS 5/3-9005), any attorney representing the County under this Paragraph is to be appointed by the State's Attorney. The County's participation in its defense shall not remove the Applicant's duty to indemnify, defend, and hold the County Representatives harmless as set forth above. Thus, any defense provided by the Applicant pursuant to Paragraph 4.f., must be with counsel chosen or approved by the County and properly appointed by law, in the County's sole discretion.



iii. Further, any defense and indemnity provided herein is independent of and shall not be limited by reason of the enumeration of any insurance coverage which the Applicant has obtained.

iv. Notwithstanding anything to the contrary contained in this Agreement, this Paragraph 4.f. does not contain an obligation of the Applicant for the defense and indemnity by the Applicant of the County's independent contractors as either an "agent" or "representative," but otherwise does not modify such obligation to the extent such obligation exists outside this Agreement.

g. This Agreement does not limit the County's ability to Work at, in, under, on, though, or near a ROW, roadway or highway, or the County's property; or, to allow others to use or Work on the ROW, roadway or highway, or the County's property. To that extent, the County 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 the ROW and to dispose of them as they deem appropriate and not inconsistent with applicable environmental regulations.

h. Failure of the County to give any notice to the Applicant pursuant to this Agreement is not a violation or breach of this Agreement. However, if the Applicant is not given the one-hundred and twenty (120) day notice, pursuant to Paragraph 4.e.ii., the County may not seek reimbursement of its fees and costs from Applicant in an amount in excess of \$236,500. Any failure of the County to include documentation or access to documentation with a written notice does not invalidate that notice, breach this Agreement, or impose the limitation of this Paragraph or Paragraph 4.k.

i. For purposes of this Agreement, there is a rebuttable presumption that the Contamination at, on, and under the ROW is attributable to one or more releases of Contamination by and from or during the Applicant's or any of its predecessor's or related corporate entities' use, operation, or ownership of the Site or from the USTs and UST piping and pump systems owned and operated by the Applicant or its predecessors or related corporate entities' use. The Applicant shall not argue that Contamination, if any, is from former, other, or existing USTs other than those related to the IEMA release(s) identified in this Agreement to rebut this presumption. However, the Applicant may overcome the presumption by demonstrating that the Contamination is clearly identifiable as resulting from a release other than from, on, in, under or related to the Applicant's or its predecessors or related corporate entities' use, operation, or ownership of the Site or USTs, if:

i. identification of the Applicant's asserted "clearly identifiable" Contamination in an area other than those described in the aerial

extents of Contamination and tables attached as **Exhibits A-2 through A-6**; and

- ii. sampling and analysis showing no overlap between the areas the Applicant asserts as "clearly identifiable" and the Contamination as shown by the Applicant **on Exhibits A-2 through A-6**. The Applicant shall obtain County permits, as applicable, for such sampling, and the County shall not unreasonably withhold such permits. The Applicant shall, at the time such samples are taken, provide the County with a minimum of ten (10) days notice and an opportunity to collect split samples at the County's expense; and
  - iii. the Applicant raises the issue of "clearly identifiable" Contamination with the County, within thirty (30) days following the date the one-hundred and twenty (120) day notice pursuant to Paragraph 4.e.ii. is sent to the Applicant. If the Applicant receives notice from the County pursuant to Paragraph 4.e.ii. and fails to timely raise this issue of "clearly identifiable" as provided above, the Applicant waives the "clearly identifiable" argument. If the County does not give notice to the Applicant pursuant to Paragraph 4.e.ii., then there is no waiver imposed by this Paragraph 4.i.iii.
- j. Written notice(s) required pursuant to this Agreement, shall be sent to the following persons on behalf of the County and Applicant, respectively, by facsimile, overnight delivery (with signature release), or Certified Mail, return receipt requested:

For the County: DuPage County Division of Transportation  
421 N. County Farm Road, Second Floor  
Wheaton, Illinois 60187  
Attention: County Engineer

**and**

DuPage County State's Attorney's Office  
505 N. County Farm Road, Third Floor  
Wheaton, Illinois 60187  
Attn: Civil Division

For the Applicant: David P. Nye  
True North Energy, LLC  
10346 Brecksville Road  
Brecksville, OH 44141  
[dnye@truenorth.org](mailto:dnye@truenorth.org)

**k.** In the event the County breaches this Agreement (including, but not limited to its Exhibits, for example, the Highway Authority Agreement), the Applicant's sole remedy is an action for damages. In addition, any and all damages against the County, its officers, employees, agents, attorneys or contractors, arising or alleging to arise out of a breach of this Agreement (including, but not limited to its Exhibits, for example, the Highway Authority Agreement), is limited to an aggregate, lifetime maximum of ten thousand dollars (\$10,000.00). No other claim or allegation of a breach of this Agreement or its Exhibits is actionable in law or equity by Applicant against the County and the Applicant hereby releases the County, its agents, officers, employees, attorneys, contractors and successors, but specifically excluding the County's independent contractors, for and from any claim or cause of action it may have against them, other than as allowed by this Paragraph, arising under this Agreement, any Exhibit to this Agreement, or any law, regulation, ordinance, or rule, whether federal, state or local, governing or concerning the Contamination at, in, on, under, from or near the ROW or Site.

**l.** The Applicant shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to soil or groundwater in the ROW where the subject Highway Authority Agreement (**Exhibit A**) is in effect. To the fullest extent permitted by law and as provided in this Agreement, Applicant assumes all risk arising out of access or use of the ROW, including but not limited to any Work performed by Applicant, its employees, contractors, subcontractors of all tiers, representatives, agents, anyone directly or indirectly employed by any of them, any person or entity acting on behalf of any of them, anyone for whose acts or omissions any of them may be liable.

**m.** Subject to Paragraph 4.q., should the County convey, vacate or transfer jurisdiction of the ROW, all of the protections afforded by this Agreement, additionally, inure to the County's successor. In addition, the Applicant's sole cause of action against the County for an alleged breach of this Agreement, as described in Paragraphs 4.k., may be pursued by the Applicant against the County's successor in interest, without any increase of the aggregate, lifetime maximum of Ten-Thousand Dollars (\$10,000) of Paragraph 4.k. (as it applies to the County and any successor collectively), unless such successor is the State of Illinois or any Illinois State agency, in which case the Applicant has no cause of action under this Agreement. The Applicant shall be responsible for notifying the IEPA of any transfer of jurisdiction of the ROW. The County will notify the Applicant of such a transfer, however, the County's failure to notify the Applicant is not a breach of this Agreement and does not entitle the Applicant to damages.

**n.** This Agreement is entered into by the County and Applicant, after negotiation and review by attorneys representing, separately, the County and the Applicant, in recognition of laws passed by the General Assembly and

regulations adopted by the IPCB which encourage a tiered-approach to remediating environmental contamination. Should any provisions of this Agreement be struck down as beyond the authority of the County, the remainder of this Agreement shall survive.

**o.** This Agreement shall continue in effect from the date of this Agreement until the IEPA has, upon written request by the Applicant and notice thereof to the County, amended the chain of title of the Site to reflect unencumbered use of the ROW. The Applicant shall make such request to IEPA upon either its own initiative or written request to the Applicant from the County.

**p.** The Applicant shall not assign or attempt to sublet this Agreement or any interest in this Agreement or any right or privilege appurtenant to this Agreement without first obtaining the County's written consent which consent shall not be unreasonably refused. The right to seek assignment or approval may occur only if: all payments to the County by the Applicant have been made, the Applicant is not otherwise in default in connection with obligations under this Agreement, and the assignment will be made to a person, in the County's determination, that is of a financially stable going concern. If the Applicant requests the County's consent to an assignment of this Agreement, the Applicant shall submit written notice containing at least the following information, plus any information required by the County's ordinance pertaining to such assignment request, should such an ordinance be in existence at the time of the request.

- i.** The name of the proposed assignee;
- ii.** The terms of the proposed assignment;
- iii.** The nature of business of the proposed assignee; and
- iv.** Information relating to the financial responsibility and general reputation of the proposed assignee that County may require.

In the event of the County's agreement to assignment or approval of a transfer, the proposed assignee or transferee shall agree to the following: to assume all obligations and duties of the Applicant under this Agreement and to be bound as an original party to this Agreement; and, to make any and all payments due under this Agreement and/or assignment to County as such payments become due.

Subject to the provisions of this Agreement limiting the right to assign or transfer and subject to the County's successors' execution of a Highway Authority Agreement in compliance with 35 Ill. Adm. Code 742, this Agreement shall be binding on and inure to the benefit of the parties and their heirs and successors. However, the Applicant shall remain primarily

responsible for all obligations and liabilities under this Agreement and for any approved assignment or transfer. Furthermore, in the event of an approved assignment, the Applicant shall remain primarily responsible for all obligations and liabilities of this Agreement, which accrue prior to or after the execution of any approved assignment. The County may require an additional written commitment from the assignee or guarantor of the assignee to assume and comply with the duties and obligations of this Agreement. The County shall not unreasonably withhold approval of a proposed assignment.

q. Any successors and assigns of either party to this Agreement must execute a Highway Authority Agreement in compliance with 35 Ill. Adm. Code 742 in order to obtain the benefit of this Agreement. However, if the Applicant or its assignee relies on the Highway Authority Agreement in the LUST program without obtaining assignee signatures (whether it is an assignee of the County or Applicant) on this Agreement, they jointly and severally oblige themselves to provide the benefits of this Agreement to the ROW owner.

r. This Agreement is for the sole benefit of the parties hereto and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any provision hereof, except, this Agreement does not interfere with IEPA's rights as respects the Highway Authority Agreement attached as **Exhibit A**.

s. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

t. This Agreement and its Exhibits constitute the entire understanding of the parties hereto relating to the subject matter contained herein, and it does not, in any way, obviate the Applicant's obligation to comply with all applicable laws, ordinances, rules or regulations applicable to the Site.

u. The parties agree that any lawsuit filed concerning or relating to this Agreement shall be filed in the Circuit Court, DuPage County, Illinois and the Applicant submits to the jurisdiction of such Court.

v. To the extent the statute of limitations is found applicable, the Applicant agrees to toll the statute of limitations for any claim by DuPage County concerning any contamination (including, but not limited to Contamination herein defined) for which the Applicant or predecessors or related entities are responsible under this Agreement or otherwise, in the County's ROW.

w. Applicant acknowledges and agrees to reimburse the County, contemporaneously with presenting the County with the executed original of this Agreement, \$143,792.00 in fees or costs incurred by the County pursuant and billed to the Applicant on March 2, 2016.

DATED this 21<sup>ST</sup> day of February, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.

**DUPAGE COUNTY, ILLINOIS,**

By: \_\_\_\_\_  
Board Chair

Attest: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

**APPLICANT,  
TRUE NORTH ENERGY, LLC**

By: **Signature on File**

Its: President/CEO  
(Title)

Printed Name: MARK E LYDEN

Subscribed and sworn before me this  
21<sup>ST</sup> day of FEBRUARY, 2023.

**Signature on File**



DIANE M. LONG  
Notary Public, State of Ohio  
My Commission Expires: March 31, 2025

### **EXHIBIT LIST**

- Exhibit A: Highway Authority Agreement.
- Exhibit A-1: ROW Drawing.
- Exhibit A-2: Applicant's predicted maximum estimated area of Contaminant impacted soils within the Site and ROW.
- Exhibit A-3: Applicant's predicted maximum estimated area of Contaminant impacted groundwater within the Site and ROW.
- Exhibit A-4: Applicant's maps showing the estimated aerial extent of the contamination, exceeding IPCB Tier 1 residential standards for soil at the Site and in the ROW at the time of the sampling.
- Exhibit A-5: Applicant's map showing the estimated aerial extent of the contamination, exceeding IPCB Tier 1 residential standards for groundwater at the Site and in the ROW at the time of the sampling.
- Exhibit A-6: Tables identifying sampling and exceedances of Tier I remediation objectives.
- Exhibit B: Site Location Map and Legal Description
- Exhibit C: Highway Authority Benefits Agreement Bond
- Exhibit D: Exhibit D is intentionally excluded from this Agreement.
- Exhibit E: Exhibit E is intentionally excluded from this Agreement.
- Exhibit F: Exhibit F is intentionally excluded from this Agreement.
- Exhibit G: Applicant's Authorization to Sign this Agreement titled ""Unanimous Action Of the Members Without A Meeting"
- Exhibit H: HAA Application

## EXHIBIT A: HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this day       of February, 2023 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) **True North Energy, LLC** ("Owner/Operator") and (2) County of DuPage, Illinois ("Highway Authority"), collectively known as the "Parties."

WHEREAS, **True North Energy, LLC** is the owner or operator of one or more leaking underground storage tanks presently or formerly located at **7500 S. Lemont Road, Willowbrook, Illinois** ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks ("the Release(s)"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. 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 is conducting corrective action in response to the Release(s);

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(s) 20030287 and 20210782 to the Release(s).
3. Attached as Exhibit A-2 through A-5 are scaled maps prepared by Owner/Operator that show the Site and surrounding area and delineate the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
4. Attached as Exhibit A-6 is a table prepared by the 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 A-6 are identified on the map(s) in Exhibit A-2 through A-5.
5. Attached as Exhibit A-1 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 A-1 is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. Paragraph 6 to this Highway Authority Agreement was intentionally left blank.



7. 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.

8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.

9. 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 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

10. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).

11. 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.

12. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). 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.

13. 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.

14. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.

15. 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.

16. 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 62974-9276

**Owner/Operator:**

David P. Nye  
True North Energy, LLC  
10346 Brecksville Road  
Brecksville, OH 44141  
dnye@truenorth.org

**Highway Authority:**

DuPage County Division of Transportation  
421 N. County Farm Road, Second Floor  
Wheaton, Illinois 60187  
Attention: County Engineer

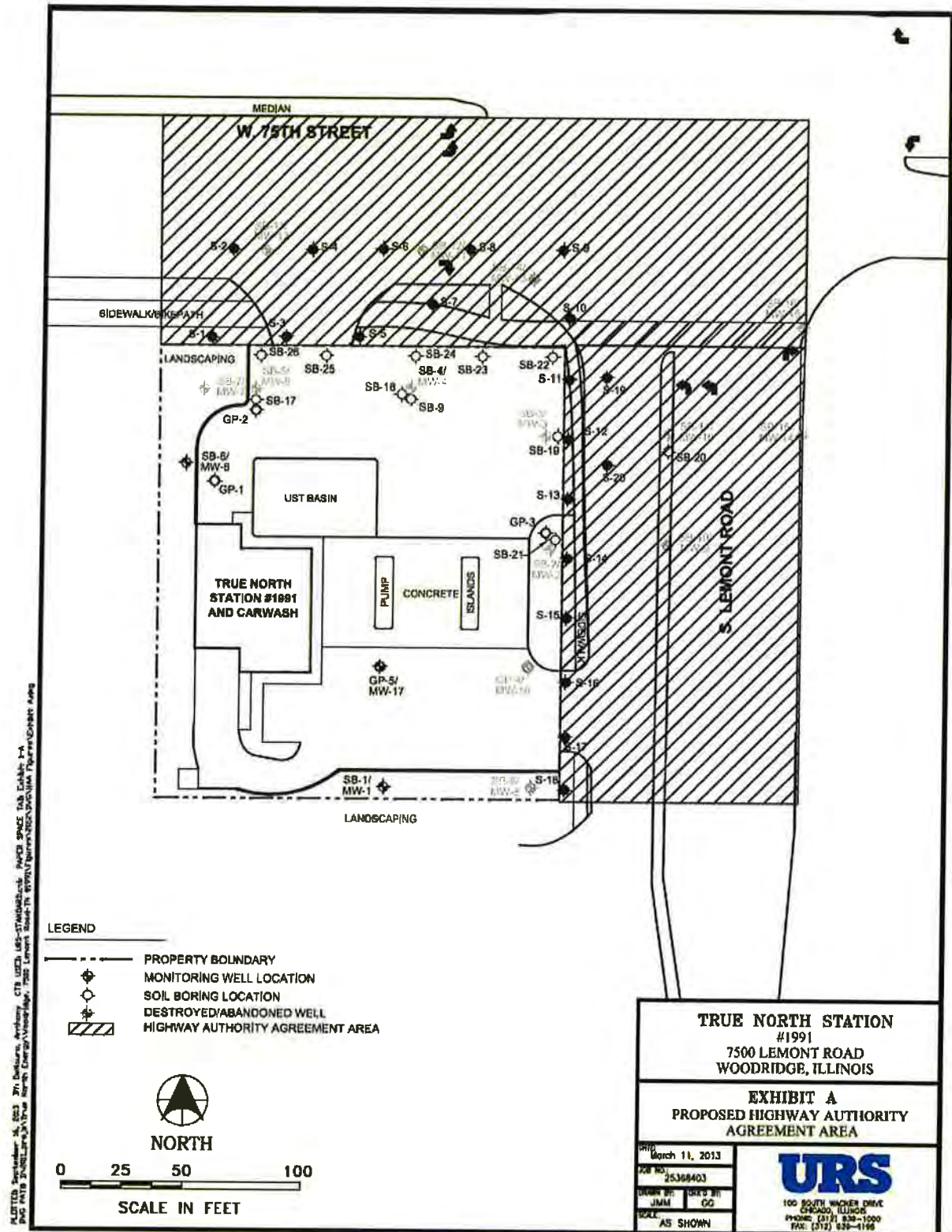
**and**

DuPage County State's Attorney's Office  
505 N. County Farm Road, Third Floor  
Wheaton, Illinois 60187  
Attention: Civil Division

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

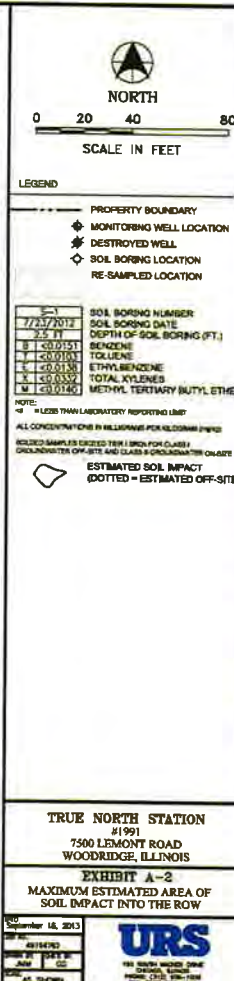
DuPage County, Illinois	True North Energy, LLC
Date:	Date: 2-21-23
By:	By Signature on File
Its:	Its: President/CEO

# EXHIBIT A -1: RIGHT-OF-WAY DRAWING

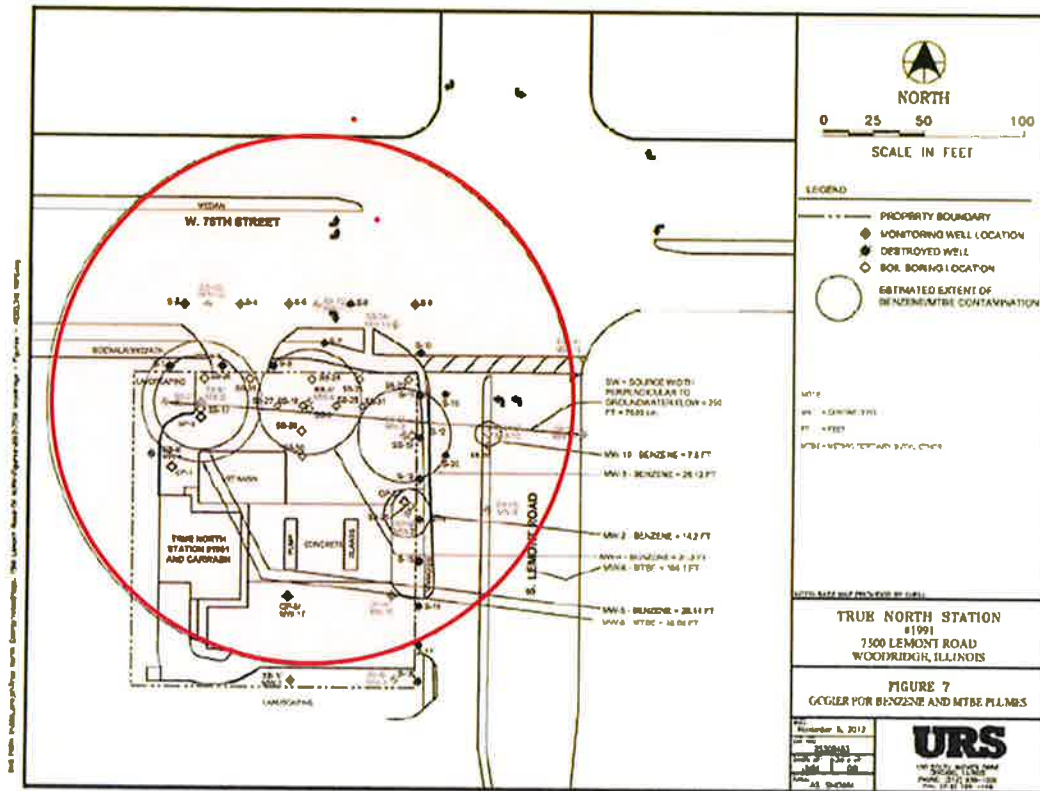




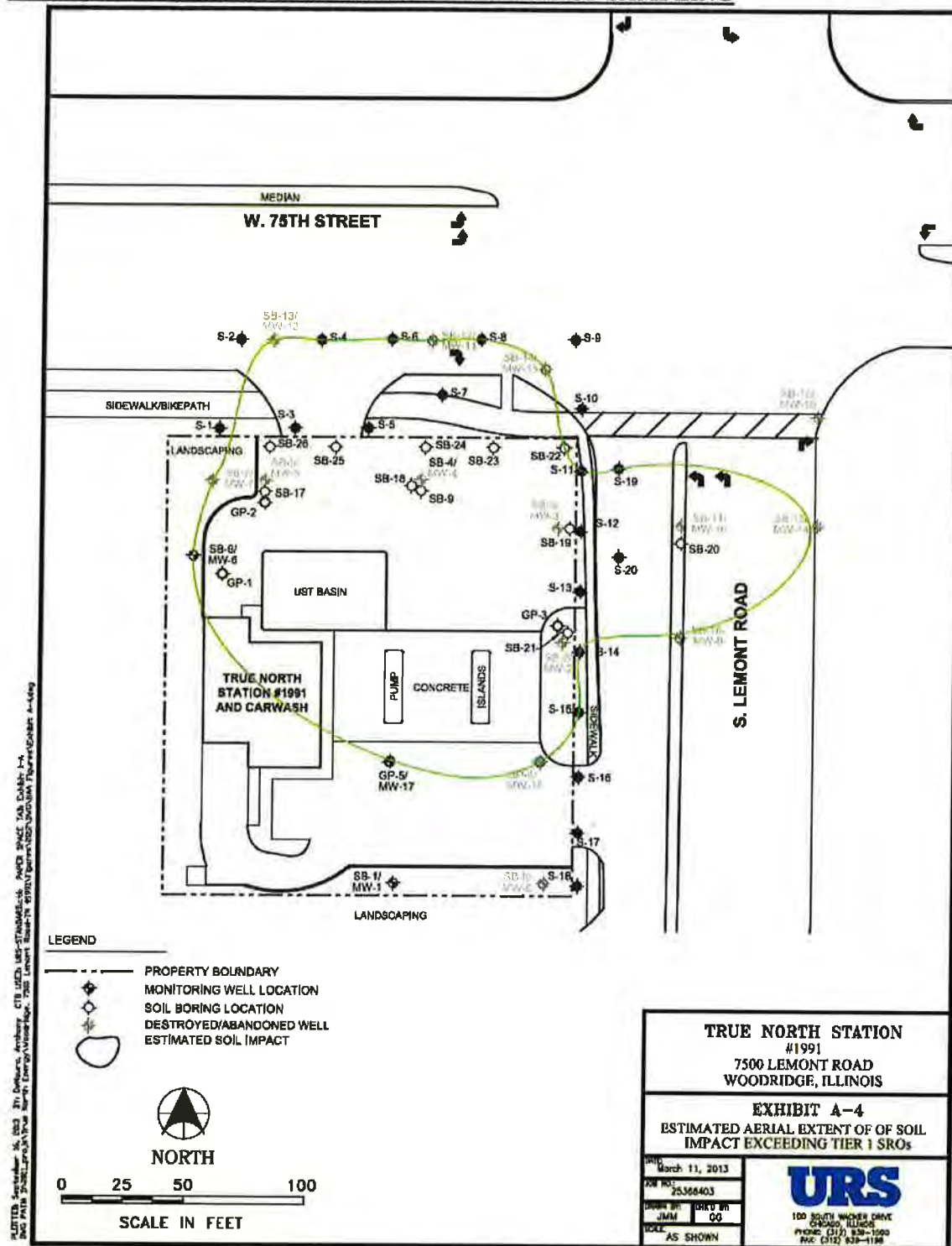
## OF CONTAMINANT IMPACTED SOILS WITHIN THE SITE AND ROW



**EXHIBIT A-3: APPLICANT'S PREDICTED MAXIMUM ESTIMATED AREA  
OF CONTAMINANT IMPACTED GROUNDWATER WITHIN THE SITE AND  
ROW**

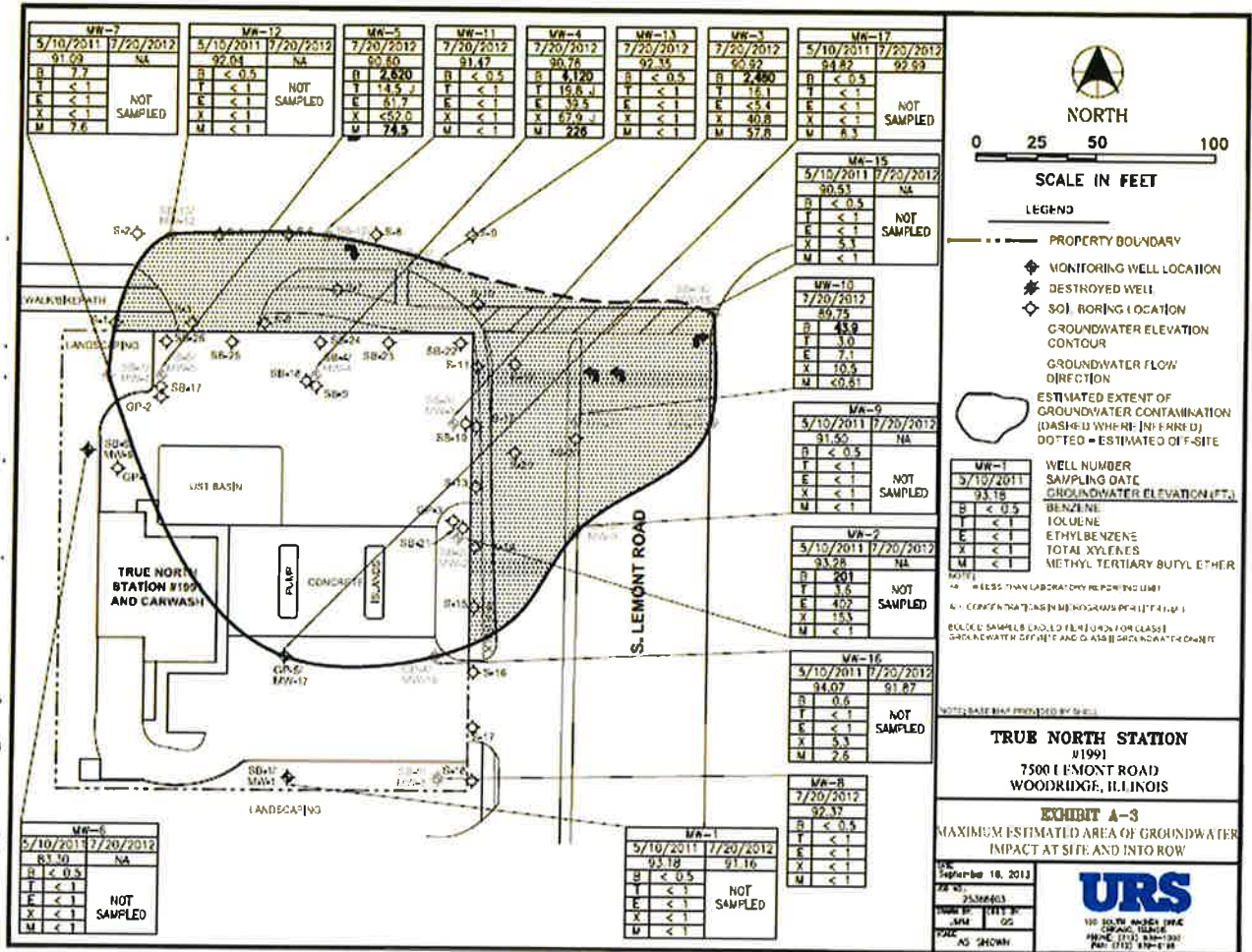


**EXHIBIT A-4: APPLICANT'S MAPS SHOWING THE ESTIMATED AERIAL EXTENT OF THE CONTAMINATION, EXCEEDING IPCB TIER 1 RESIDENTIAL STANDARDS FOR SOIL AT THE SITE AND ROW AT THE TIME OF SAMPLING**





**EXHIBIT A-5: APPLICANT'S MAP SHOWING THE ESTIMATED AERIAL EXTENT  
OF THE CONTAMINATION, EXCEEDING IPCB TIER 1 RESIDENTIAL STANDARDS  
FOR GROUNDWATER AT THE SITE AND IN THE ROW AT THE TIME OF THE  
SAMPLING**



**EXHIBIT A-6: TABLES IDENTIFYING SAMPLING AND EXCEEDENCES OF  
IPCB TIER I REMEDIATION OBJECTIVES (7 pages)**

Tier 1 Soil Remediation Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (mg/kg)	MTBE (mg/kg)
Ingestion - Residential			12	16,000	7,800	10,000	780
Ingestion - Industrial/Commercial			100	410,000	200,000	410,000	20,000
Ingestion - Construction Worker			2,300	410,000	20,000	41,000	2,000
Inhalation - Residential			0.9	650	400	320	8,800
Inhalation - Industrial/Commercial			1.6	650	400	320	8,800
Inhalation - Construction Worker			2.2	42	58	5.8	140
Inhalation - Csat			800	580	350	280	8,400
Soil Component of Groundwater - Class II			0.17	29	19	150	0.32
Soil Component of Groundwater - Class I			0.03	12	13	150	0.32
Soil Component of Groundwater - Csat			580	290	150	110	11,000
Sample ID	Sample Date	Depth (feet)					
SB-1	2/17/2003	5	<0.002	0.002	<0.002	<0.002	<0.004
SB-2 (re-sampled by SB-21)	2/18/2003	8	6.2	2.5	34	83	6.8
SB-3 (re-sampled by SB-19)	2/17/2003	5	2.4	34	34	130	<2.9
SB-4 (over-excavated)	2/18/2003	6	12	89	70	250	4.2
SB-5	2/18/2003	4	0.26	<0.02	<0.02	0.038	<0.06
SB-6	2/18/2003	6	<0.002	0.002	<0.002	0.002	<0.004
SB-7	4/15/2004	4	0.007	0.008	<0.005	<0.005	<0.005
SB-8	4/15/2004	2	<0.007	<0.007	<0.007	<0.007	<0.007
	4/15/2004	4	<0.006	<0.006	<0.006	<0.006	<0.006
	4/15/2004	6	0.006	0.009	<0.006	<0.006	<0.006
SB-9 (over-excavated)	4/15/2004	6	<0.073	0.63	2.6	9.8	<0.16
	4/15/2004	6	10	62	56	210	<0.62
SB-10	4/15/2004	3	<0.006	<0.006	<0.006	<0.006	<0.006
SB-11	4/15/2004	3	0.87	0.013	0.24	0.034	<0.006
SB-12	4/16/2004	3	<0.006	0.006	<0.006	<0.006	<0.006
SB-13	4/16/2004	4	0.009	0.012	<0.006	<0.006	<0.006
SB-14	4/16/2004	3	<0.005	<0.005	<0.005	<0.005	<0.005
SB-15	11/24/2004	8	0.00074	<0.0013	<0.0013	<0.0013	<0.0013
SB-16	11/24/2004	8	0.00098	<0.0013	<0.0013	<0.0013	<0.0013
GP-1	3/27/2008	6-7	<0.0048	0.0072	<0.0048	<0.0048	<0.0048
GP-2 (re-sampled by SB-17)	3/27/2008	7-8	2.8	<0.250	26	24	<0.250
GP-3	3/27/2008	4-5	0.05	<0.0055	0.18	0.397	<0.0055
GP-4	3/27/2008	5-6	<0.0049	0.0079	0.018	0.014	<0.0049
GP-5	3/27/2008	2-3	<0.006	<0.006	0.032	<0.006	<0.006
SB-17	5/3/2011	7-8	0.0191	0.0022	0.0044	0.003	<0.00011
SB-18 (over-excavated)	5/3/2011	5-6	<1.2	<1.0	221	978	<1.4
SB-19	5/3/2011	4-5	<0.11	<0.18	6.32	13.4	<0.13
	5/3/2011	7-8	0.602	<0.19	21.4	86.4	<0.14
SB-20	5/3/2011	4-5	0.0512	0.0069	0.0421	0.0241	<0.00012
SB-21	5/3/2011	7-8	<0.12	<0.18	3.03	11.8	<0.13
	5/3/2011	8-9	<0.22	<0.34	33.2	93.1	<0.25
SB-22	5/3/2011	5-6	<0.021	<0.033	2.22	0.819	<0.025
SB-23	5/3/2011	4-5	0.313	<0.075	3.33	9.01	<0.055
SB-24	5/3/2011	5-6	0.0570	0.0017	0.0843	0.0100	<0.00012
SB-25	5/3/2011	7-8	0.187	<0.038	2.17	8.2	<0.028
SB-26	5/3/2011	5-6	0.0029	0.0039	0.0043	0.0051	<0.00011
SB-27	10/31/2013	5-6	0.00009 J	<0.00072	<0.00081	0.0048 J	<0.00027
SB-28 (overexcavated)	10/31/2013	5-6	8.4	8.21	32.4	166	<0.0072
SB-29 (overexcavated)	10/31/2013	4-5	8.49	4.04	67.9	164	<0.264
SB-30	10/31/2013	4-5	3.35	5.35	24.5	79.7	<0.115
SB-31 (overexcavated)	10/31/2013	4-5	5.16	0.303 J	30.4	72.8	<0.120



Tier 1 Soil Remediation Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (mg/kg)	MTBE (mg/kg)
Ingestion - Residential			12	16,000	7,800	16,000	780
Ingestion - Industrial/Commercial			100	410,000	200,000	410,000	20,000
Ingestion - Construction Worker			2,300	410,000	20,000	41,000	2,000
Inhalation - Residential			0.8	650	400	320	8,800
Inhalation - Industrial/Commercial			1.6	650	400	320	8,800
Inhalation - Construction Worker			2.2	42	58	5.6	140
Inhalation - Csat			800	580	350	280	8,400
Soil Component of Groundwater - Class II			0.17	29	19	150	0.32
Soil Component of Groundwater - Class I			0.03	12	13	150	0.32
Soil Component of Groundwater - Csat			580	290	150	110	11,000
Sample ID	Sample Date	Depth (feet)					
ROAD WIDENING PROJECT							
S-1	7/23/2012	2.5	<0.0161	<0.0103	<0.0138	<0.0332	<0.0140
S-2	7/23/2012	2.5	<0.0174	0.0913	<0.0158	<0.0382	<0.0161
S-3	7/23/2012	2.5	<0.0147	<0.0101	<0.0134	<0.0323	<0.0138
S-4	7/23/2012	2.5	<0.0148	<0.0101	<0.0135	<0.0325	<0.0137
S-5	7/25/2012	2.5	<0.0148	<0.0101	<0.0135	<0.0325	<0.0137
S-6	8/1/2012	2.5	<0.0116	<0.008	<0.0106	<0.0256	<0.0108
S-7	8/1/2012	2.5	<0.0146	<0.010	<0.0133	<0.0321	<0.0135
S-8	8/2/2012	2.5	<0.0144	<0.0099	<0.0131	<0.0317	<0.0134
S-9	8/2/2012	2.5	<0.0141	<0.0097	<0.0129	<0.0311	<0.0131
S-10	8/2/2012	2.5	<0.0131	<0.0090	<0.0120	<0.0289	<0.0122
S-11	9/21/2012	2.5	0.394	0.0172 J	5.46	0.461	<0.013
S-12	9/21/2012	2.5	<0.014	<0.0096	0.055	<0.0309	<0.013
S-13	9/21/2012	2.5	0.0459	<0.0091	0.460	0.0419 J	<0.0123
S-14	9/21/2012	2.5	<0.0130	<0.0089	0.0124 J	<0.0286	<0.0121
S-15	9/21/2012	2.5	<0.0132	<0.0090	0.0185 J	<0.0289	<0.0122
S-16	9/21/2012	2.5	<0.0130	<0.0089	0.0173 J	<0.0286	<0.0121
S-17	9/21/2012	2.5	<0.0145	<0.0099	<0.0132	<0.0319	<0.0135
S-18	9/21/2012	2.5	<0.0136	<0.0093	<0.0125	<0.0300	<0.0127
S-19	9/21/2012	2.5	<0.0145	<0.0099	0.124	0.0465 J	<0.0134
S-20	9/21/2012	2.5	<0.0142	<0.0097	0.0442	<0.0312	<0.0131
SOIL EXCAVATION							
EX-1	9/15/2015	6.5	2.2	3.9	25	91	<0.13
EX-2	9/15/2015	6.5	6.9	0.89	44	150	<0.13
EX-3	9/15/2015	6.5	0.15	<0.017	13	25	<0.13
EX-4	9/15/2015	6.5	0.95	0.13	15	24	<0.12
EX-5	9/15/2015	6.5	2.9	0.071	3.8	0.69	<0.16
EX-6 (over-excavated)	9/15/2015	6.5	25	170	97	388	<0.22
EX-7 (over-excavated)	9/15/2015	6.5	12	0.2	16	12	<0.12
EX-8 (over-excavated)	9/15/2015	6.5	14	70	39	150	<0.10
EX-9	9/17/2015	6.5	8.1	1.7	16	60	<0.11
EX-10	9/17/2016	6.5	3.1	0.43	18	29	<0.12

MTBE

mg/kg

<#

Shaded

Bold

J

= methyl tertiary butyl ether

= milligrams per kilogram

= less than the method detection limit of #

= location was resampled or removed during excavation

= concentration exceeds the applicable Tier 1 Soil Remediation Objectives

= estimated concentration above the adjusted method detection limit and below the adjusted reporting limit

Tier 1 Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	MTBE (ug/L)
Class I Groundwater					5	1,000	700	10,000	70
Class II Groundwater					25	2,500	1,000	10,000	70
Indoor Inhalation - Residential					110	530,000	370	30,000	1,900,000
Indoor Inhalation - Industrial/Commercial					410	530,000	1,400	93,000	6,800,000
Sample Location	Sample Date	Referenced Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)					
MW-1	3/11/2003	99.31	9.10	90.21	<5	<5	<5	<5	<5
	6/20/2003	99.31	7.11	92.20	<1	<1	<1	<1	<3
	9/24/2003	99.31	8.41	90.90	<1	<1	<1	<1	<3
	12/19/2003	99.31	6.25	93.06	<1	1.5	<1	<1	<3
	3/15/2004	99.31	6.74	92.57	<5	<5	<5	<5	<5
	6/11/2004	99.31	6.00	93.31	<0.31	<0.14	<0.27	<0.17	<0.28
	9/10/2004	99.31	6.67	92.64	<0.5	1.6	<1	<1	<1
	12/14/2004	99.31	6.40	92.91	4.4	4.1	1.1	3.7	<1
	3/31/2005	99.31	7.40	91.91	<0.5	<1	<1	<1	<1
	6/16/2005	99.31	14.30	85.01	<1	<1	<1	<1	<1
	9/16/2005	99.31	9.53	89.78	<0.5	<1	<1	<1	<1
	7/13/2006	99.31	6.61	92.70	<1	<1	<1	<2	<1
	10/16/2006	99.31	6.15	93.16	<1	<1	<1	<2	<1
	2/15/2007	99.31	16.36	82.95	<1	<1	<1	<3	<1
	11/28/2007	99.31	8.10	91.21	<1	<1	<1	<3	<1
	2/19/2008	99.31	5.50	93.81	<1	<1	<1	<3	<5
	4/23/2008	99.31	6.09	93.22	NS	NS	NS	NS	NS
	11/28/2008	99.31	7.95	91.36	1.09	3.12	<1	<3	<5
	3/25/2009	99.31	6.26	93.05	NS	NS	NS	NS	NS
	6/18/2009	99.31	5.41	93.90	NS	NS	NS	NS	NS
	10/8/2010	99.31	8.22	91.09	NS	NS	NS	NS	NS
	5/10/2011	99.31	6.13	93.18	<0.5	<1	<1	<1	<1
	7/20/2012	99.31	8.15	91.16	NS	NS	NS	NS	NS
	5/20/2016	99.31	5.87	93.44	<0.5	<0.5	<0.5	<1.5	<0.17
MW-2	3/11/2003	98.71	8.33	90.38	520	16	790	980	9
	6/20/2003	98.71	7.07	91.64	1,300	73	2,200	1,800	290
	9/24/2003	98.71	8.26	90.45	502	<10	1,018	660	46
	12/19/2003	98.71	5.98	92.73	730	15	1,300	1,100	70
	3/15/2004	98.71	6.17	92.54	410	<25	800	480	<25
	6/11/2004	98.71	5.32	93.39	1,030	34.9	1,160	1,210	<1.4
	9/10/2004	98.71	6.67	92.04	383	6.9	413	302	<1
	12/14/2004	98.71	5.92	92.79	2,430	31.3	89.4	101	1,190
	3/31/2005	98.71	5.85	92.86	805	22.1	845	640	<2
	6/16/2005	98.71	7.93	90.78	691	13.8	1,010	576	<10
	9/16/2005	98.71	9.12	89.59	421	6.3	596	129	6.3
	7/13/2006	98.71	6.34	92.37	533	6.69	1,150	384	<1
	10/16/2006	98.71	6.03	92.68	317	5.27	417	167	6.62
	2/15/2007	98.71	7.51	91.20	737	14.8	1,590	1,060	<1
	11/28/2007	98.71	7.84	90.87	317	6.71	546	292	2.45
	2/19/2008	98.71	4.92	93.79	684.3	15.1	1,280	688.6	<25
	4/23/2008	98.71	5.33	93.38	479.1	12.1	1,013	630	<25
	11/28/2008	98.71	7.82	90.89	152.1	2.97	261.1	161.55	5.64
	3/25/2009	98.71	5.26	93.45	245.9	5.840	462.1	199.68	<10
	6/18/2009	98.71	4.86	93.85	389.6	8.224	815.8 D	399	<5
	10/8/2010	98.71	8.34	90.37	91.93	3.110	97.01	68.71	<5
	5/10/2011	98.71	5.43	93.28	201	3.6	402	153	<1
	7/20/2012	98.71	NA	NA	NS	NS	NS	NS	NS
	5/20/2016				Well Abandoned				
MW-3	3/11/2003	98.44	8.42	90.02	1,500	1,300	130	790	130
	6/20/2003	98.44	6.40	92.04	3,000	2,500	660	2,000	250
	9/24/2003	98.44	7.92	90.52	5,000	860	350	1,300	<180
	12/19/2003	98.44	6.06	92.38	3,900	2,700	1,000	3,900	160
	3/15/2004	98.44	6.29	92.15	1,800	700	290	1420	76
	6/11/2004	98.44	5.63	92.81	2,220	91.2	191	750	123
	9/10/2004	98.44	6.77	91.67	1,930	72.9	213	464	112
	12/14/2004	98.44	6.05	92.39	1,300	46.5	53.2	195	98
	3/31/2005	98.44	6.07	92.37	3,030	1,810	606	2,110	80.2
	6/16/2005	98.44	7.18	91.26	3,320	1,880	710	2,130	78.9
	9/21/2005	98.44	9.05	89.39	2,740	191	139	743	151
	7/13/2006	98.44	6.53	91.91	1,150	479	523	1,260	74.8
	10/16/2006	98.44	8.14	90.30	1,820	45.1	84.2	318	38
	2/15/2007	98.44	NA	NA	Unable To Sample				
	11/28/2007	98.44	7.89	90.55	1,430	35.5	188	203	57.4
	2/19/2008	98.44	5.64	92.80	2,174	221.2	357.7	521.5	63.5
	4/23/2008	98.44	4.81	93.63	514.9	28.63	152.6	312.9	8.5
	11/28/2008	98.44	7.20	91.24	2,202	222.5	662.1	1,706.8	54
	3/25/2009	98.44	5.32	93.12	2,241 D	174.5	329.6	939	71.00
	6/18/2009	98.44	5.15	93.29	2,655 D	214.8	453.8 D	1,280	96.87
	10/8/2010	98.44	8.30	90.14	1,838 D	23.56	13.43	94.75	67.46
	5/10/2011	98.44	5.53	92.91	2,210	57.9	100	383	49.8
	7/20/2012	98.44	7.52	90.92	2,480	16.1	<5.4	40.8	57.8
	5/20/2016				Well Abandoned				



Tier 1 Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	MTBE (ug/L)
Class I Groundwater					5	1,000	700	10,000	70
Class II Groundwater					25	2,500	1,000	10,000	70
Indoor Inhalation - Residential					110	530,000	370	30,000	1,900,000
Indoor Inhalation - Industrial/Commercial					410	530,000	1,400	93,000	6,800,000
Sample Location	Sample Date	Referenced Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)					
MW-4	3/11/2003	98.89	10.88	88.01	<5	7	<5	10	180
	6/20/2003	98.89	9.06	89.83	1,500	<20	73	44	1,400
	9/24/2003	98.89	9.52	89.37	2,200	<10	27	58	1,600
	12/19/2003	98.89	7.94	90.95	1,600	<10	39	21	1,400
	3/15/2004	98.89	8.59	90.30	1,600	18	32	51	1,100
	6/11/2004	98.89	7.60	91.29	2,740	65.3	123	168	1,190
	9/10/2004	98.89	8.41	90.48	841	14.9	22.9	40.6	973
	12/14/2004	98.89	8.08	90.81	509	10.2	1,170	523	2.1
	3/31/2005	98.89	8.09	90.80	2,230	17.1	58.6	54	991
	6/16/2005	98.89	10.06	88.83	1,180	4.5	25.4	5.4	945
	9/16/2005	98.89	10.48	88.41	1,700	21.8	90.7	78.3	1,040
	7/13/2006	98.89	9.74	89.15	2,540	25.2	101	165	731
	10/16/2006	98.89	7.64	91.25	8,700	49.9	290	344	460
	2/15/2007	98.89	8.56	90.33	6,280	40.2	165	247	478
	11/28/2007	98.89	9.15	89.74	5,790	27.5	87.5	195	552
	2/19/2008	98.89	5.13	93.76	4,961	42.7	261.1	96.4	125.1
	4/23/2008	98.89	5.24	93.65	6,586 D	49.11	272.3	151	167.9
	11/28/2008	98.89	7.34	91.55	4,488 D	28	145.3	114.3	217.5
	3/25/2009	98.89	5.47	93.42	3,760 D	60.74	204.5	186	163.9
	6/18/2009	98.89	4.94	93.95	4,709 D	50.55	345.5	246	138.3
	10/8/2010	98.89	8.58	90.31	4,373 D	33.30	150.4	226.9	257.5
	5/10/2011	98.89	5.27	93.62	4,510	68.1	511	226	112
	7/20/2012	98.89	8.11	90.78	4,120	19.8 J	39.5	67.9 J	226
	5/20/2016	Well Abandoned / Replaced by MW-4R							
MW-5	3/11/2003	99.08	10.87	88.21	340	<5	<5	<5	190
	6/20/2003	99.08	7.60	91.48	4,300	<25	840	100	580
	9/24/2003	99.08	9.05	90.03	6,700	<50	250	150	2,200
	12/19/2003	99.08	7.36	91.72	3,600	26	700	74	390
	3/15/2004	99.08	15.26	83.82	4,100	<50	670	68	310
	6/11/2004	99.08	6.60	92.48	4,050	47.6	994	239	340
	9/10/2004	99.08	7.82	91.26	3,230	23.8	341	72.5	345
	12/14/2004	99.08	7.42	91.66	3,410	45.5	371	84.4	299
	3/31/2005	99.08	6.90	92.18	4,380	37.1	656	174	244
	6/16/2005	99.08	2.89	96.19	2,340	9.8	93.1	9	291
	9/16/2005	99.08	14.37	84.71	2,490	14.9	82.6	18.7	352
	7/13/2006	99.08	8.34	90.74	4,270	24.1	585	91.5	272
	10/16/2006	99.08	7.82	91.26	4,090	23.2	143	57.3	234
	2/15/2007	99.08	8.49	90.59	4,420	21.6	326	59.3	262
	11/28/2007	99.08	8.66	90.42	4,960	21.2	90.6	68.3	264
	2/19/2008	99.08	NA	NA	Well Obstructed				
	4/23/2008	99.08	7.69	91.39	3,617 D	23.15	341.8	55.1	225.2
	11/28/2008	99.08	7.73	91.35	3,746	24.52	291.2	86.78	205.4
	3/25/2009	99.08	6.79	92.29	2,527	18.80	216.5	50.8	159.1
	6/18/2009	99.08	8.00	91.08	3,096 D	46.50	545.5 D	285	143.1
	10/8/2010	99.08	8.13	90.95	1,742 D	11.22	88.53	56.50	69.35
	5/10/2011	99.08	6.89	92.19	3,120	16.4	464	69.3	106
	7/20/2012	99.08	8.48	90.60	2,620	14.5 J	61.7	<52.0	74.5
	5/20/2016	99.08	6.65	92.43	1,370	5 J	48.3	20.3 J	41.3
MW-6	3/11/2003	99.10	16.08	83.02	<5	<5	<5	<5	<5
	6/20/2003	99.10	15.71	83.39	<1	<1	<1	<1	3
	9/24/2003	99.10	15.92	83.18	<1	<1	<1	<1	3
	12/19/2003	99.10	15.78	83.32	<1	<1	<1	<1	26
	3/15/2004	99.10	15.64	83.46	<5	<5	<5	<5	<5
	6/11/2004	99.10	15.40	83.70	<0.31	<0.14	<0.27	<0.17	6.1
	9/10/2004	99.10	16.64	82.46	<0.5	<1	<1	<1	<1
	12/14/2004	99.10	15.75	83.35	<0.5	<1	<1	<1	<1
	3/31/2005	99.10	16.67	82.43	<0.5	<1	<1	<1	<1
	6/16/2005	99.10	16.91	82.19	<1	<1	<1	<1	15.7
	9/16/2005	99.10	16.30	82.80	<1	<1	<1	<1	1.4
	7/13/2006	99.10	15.80	83.30	<1	<1	<1	<2	8.6
	10/16/2006	99.10	15.62	83.48	<1	<1	<1	<2	<1
	2/15/2007	99.10	7.99	91.11	<1	<1	<1	<3	<1
	11/28/2007	99.10	15.84	83.26	<1	<1	<1	<3	<1
	2/19/2008	99.10	15.91	83.19	<1	<1	<1	<3	<5
	4/23/2008	99.10	5.58	93.52	<1	<1	<1	<3	<5
	11/28/2008	99.10	15.90	83.20	1,224	<1	<1	<3	6,024
	3/25/2009	99.10	15.71	83.39	<1	<1	<1	<3	<5
	6/18/2009	99.10	15.42	83.68	NS	NS	NS	NS	NS
	10/8/2010	99.10	16.22	82.88	NS	NS	NS	NS	NS
	5/10/2011	99.10	15.80	83.30	<0.5	<1	<1	<1	<1
	7/20/2012	99.10	NA	NA	NS	NS	NS	NS	NS
	5/20/2016	Well Abandoned							

Tier 1 Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	MTBE (ug/L)
Class I Groundwater					5	1,000	700	10,000	70
Class II Groundwater					25	2,500	1,000	10,000	70
Indoor Inhalation - Residential					110	530,000	370	30,000	1,900,000
Indoor Inhalation - Industrial/Commercial					410	530,000	1,400	93,000	6,800,000
Sample Location	Sample Date	Referenced Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)					
MW-7	6/11/2004	99.24	6.05	93.19	0.35	<0.14	<0.27	<0.17	33.5
	9/10/2004	99.24	4.65	94.59	<0.5	<1	<1	<1	38
	12/14/2004	99.24	7.70	91.54	3.6	<1	<1	<1	30.4
	3/31/2005	99.24	5.98	93.26	<0.5	<1	<1	<1	17
	6/16/2005	99.24	8.25	90.99	<1	<1	<1	<1	12.1
	9/16/2005	99.24	NA	NA	Dry				
	7/13/2006	99.24	8.14	91.10	1.19	<1	<1	<2	25.1
	10/16/2006	99.24	8.24	91.00	6.1	<1	<1	<2	9.38
	2/15/2007	99.24	5.03	94.21	1.04	<1	<1	<3	12.8
	11/28/2007	99.24	8.25	90.99	<1	<1	<1	<3	5.24
	2/19/2008	99.24	7.84	91.40	4.4	<1	<1	<3	28.5
	4/23/2008	99.24	8.03	91.21	NS	NS	NS	NS	NS
	11/28/2008	99.24	8.27	90.97	1.084	<1	<1	<3	24.07
	3/25/2009	99.24	8.08	91.16	NS	NS	NS	NS	NS
	6/18/2009	99.24	7.80	91.44	NS	NS	NS	NS	NS
	10/8/2010	99.24	8.34	90.90	NS	NS	NS	NS	NS
	5/10/2011	99.24	8.15	91.09	7.7	<1	<1	<1	7.6
	7/20/2012	99.24	NA	NA	NS	NS	NS	NS	NS
	5/20/2016	Well Abandoned							
MW-8	6/11/2004	99.04	11.40	87.64	<0.31	<0.14	<0.27	<0.17	<0.28
	9/10/2004	99.04	9.18	89.86	<0.5	<1	<1	<1	<1
	12/14/2004	99.04	4.35	94.69	<0.5	<1	<1	<1	<1
	3/31/2005	99.04	3.40	95.64	<0.5	<1	<1	<1	<1
	6/16/2005	99.04	7.20	91.84	<1	<1	<1	<1	<1
	9/16/2005	99.04	8.71	90.33	<0.5	<1	<1	<1	<1
	7/13/2006	99.04	5.17	93.87	<1	<1	<1	<2	<1
	10/16/2006	99.04	4.86	94.18	<1	<1	<1	<2	<1
	2/15/2007	99.04	6.14	92.90	<1	<1	<1	<3	<1
	11/28/2007	99.04	7.00	92.04	<1	<1	<1	<3	<1
	2/19/2008	99.04	3.70	95.34	<1	<1	<1	<3	<5
	4/23/2008	99.04	4.38	94.66	NS	NS	NS	NS	NS
	11/28/2008	99.04	6.90	92.14	<1	<1	<1	<3	<5
	3/25/2009	99.04	4.31	94.73	NS	NS	NS	NS	NS
	6/18/2009	99.04	3.44	95.60	NS	NS	NS	NS	NS
	10/8/2010	99.04	7.56	91.48	NS	NS	NS	NS	NS
	5/10/2011	99.04	4.30	94.74	<0.5	<1	<1	<1	<1
	7/20/2012	99.04	6.67	92.37	<0.5	<1	<1	<1	<1
	5/20/2016	Well Abandoned							
MW-9	6/11/2004	97.95	7.97	89.98	<0.31	<0.14	<0.27	0.85	<0.28
	9/10/2004	97.95	8.34	89.61	<0.5	<1	<1	<1	<1
	12/14/2004	97.95	5.05	92.90	<0.5	<1	<1	<1	<1
	3/31/2005	97.95	3.90	94.05	<0.5	<1	<1	<1	<1
	6/16/2005	97.95	7.02	90.93	<1	<1	<1	<1	<1
	9/16/2005	97.95	8.73	89.22	<0.5	<1	<1	<1	<1
	7/13/2006	97.95	6.34	91.61	<1	<1	<1	<2	<1
	10/16/2006	97.95	6.04	91.91	<1	<1	<1	<2	<1
	2/15/2007	97.95	5.56	92.39	<1	<1	<1	<3	<1
	11/28/2007	97.95	7.66	90.29	<1	<1	<1	<3	<1
	2/19/2008	97.95	4.83	93.12	<1	<1	<1	<3	<5
	4/23/2008	97.95	5.25	92.70	NS	NS	NS	NS	NS
	11/28/2008	97.95	7.55	90.40	<1	<1	<1	<3	<5
	3/25/2009	97.95	5.21	92.74	NS	NS	NS	NS	NS
	6/18/2009	97.95	4.99	92.96	NS	NS	NS	NS	NS
	10/8/2010	97.95	8.01	89.94	NS	NS	NS	NS	NS
	5/10/2011	97.95	6.45	91.50	<0.5	<1	<1	<1	<1
	7/20/2012	97.95	NA	NA	NS	NS	NS	NS	NS
	5/20/2016	Well Abandoned							



Tier 1 Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	MTBE (ug/L)
Class I Groundwater					5	1,000	700	10,000	70
Class II Groundwater					25	2,500	1,000	10,000	70
Indoor Inhalation - Residential					110	530,000	370	30,000	1,900,000
Indoor Inhalation - Industrial/Commercial					410	530,000	1,400	93,000	6,800,000
Sample Location	Sample Date	Referenced Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)					
MW-10	6/11/2004	98.18	7.07	91.11	139	5.8	8.2	14.2	4.3
	9/10/2004	98.18	7.13	91.05	199	7.9	16.4	21.1	5
	12/14/2004	98.18	6.90	91.28	236	9.3	25.8	23.9	5.1
	3/31/2005	98.18	5.50	92.68	163	4.9	20.4	16.9	3.6
	6/16/2005	98.18	8.28	89.90	143	4.5	9.5	14.1	3.7
	9/16/2005	98.18	9.47	88.71	225	6.5	64.7	21.3	5.6
	7/13/2006	98.18	7.50	90.68	269	5.53	19.8	17.3	<1
	10/16/2006	98.18	7.34	90.84	280	7.27	27.7	16.8	3.4
	2/15/2007	98.18	5.02	93.16	240	5.33	15.3	14.5	5.24
	11/28/2007	98.18	8.65	89.53	74.2	4.01	6.76	11.7	4.61
	2/19/2008	98.18	6.08	92.10	157.2	1.8	44.8	13.3	<5
	4/23/2008	98.18	6.60	91.58	NS	NS	NS	NS	NS
	11/28/2008	98.18	8.56	89.62	30.66	2.06	2.02	4.4	<5
	3/25/2009	98.18	6.55	91.63	44.98	1.350	9.180	2.02	<5
	6/18/2009	98.18	6.20	91.98	215.1	5.477	34.48	16.875	<5
	10/8/2010	98.18	8.93	89.25	64.43	2.610	2.83	7.900	<5
	5/10/2011	98.18	6.73	91.45	221	5.4	32.9	18.2	2.5
	7/20/2012	98.18	8.43	89.75	43.9	3.0	7.1	10.5	<0.61
	5/20/2016	Well Abandoned							
MW-11	6/11/2004	97.79	7.65	90.14	<0.31	<0.14	<0.27	<0.17	<0.28
	9/10/2004	97.79	7.26	90.53	<0.5	<1	<1	<1	<1
	12/14/2004	97.79	6.50	91.29	<0.5	<1	<1	<1	<1
	3/31/2005	97.79	4.55	93.24	<0.5	<1	<1	<1	<1
	6/16/2005	97.79	7.63	90.16	<1	<1	<1	<1	<1
	9/16/2005	97.79	5.98	91.81	<0.5	<1	<1	<1	<1
	7/13/2006	97.79	6.46	91.33	<1	<1	<1	<2	13.3
	10/16/2006	97.79	7.06	90.73	<1	<1	<1	<2	<1
	2/15/2007	97.79	6.41	91.38	<1	<1	<1	<3	<1
	11/28/2007	97.79	7.70	90.09	<1	<1	<1	<3	<1
	2/19/2008	97.79	5.78	92.01	<1	<1	<1	<3	<5
	4/23/2008	97.79	6.22	91.57	NS	NS	NS	NS	NS
	11/28/2008	97.79	7.45	90.34	<1	<1	<1	<3	<5
	3/25/2009	97.79	6.09	91.70	NS	NS	NS	NS	NS
	6/18/2009	97.79	5.41	92.38	NS	NS	NS	NS	NS
	10/8/2010	97.79	7.25	90.54	NS	NS	NS	NS	NS
	5/10/2011	97.79	6.30	91.49	<0.5	<1	<1	<1	<1
	7/20/2012	97.79	6.32	91.47	<0.5	<1	<1	<1	<1
	5/20/2016	Well Abandoned							
MW-12	6/11/2004	98.58	9.82	88.76	<0.31	<0.14	<0.27	<0.17	<0.28
	9/10/2004	98.58	7.68	90.90	<0.5	<1	<1	<1	<1
	12/14/2004	98.58	7.00	91.58	<0.5	<1	<1	<1	<1
	3/31/2005	98.58	4.90	93.68	<0.5	<1	<1	<1	<1
	6/16/2005	98.58	7.54	91.04	<1	<1	<1	<1	<1
	9/16/2005	98.58	9.68	88.90	<0.5	<1	<1	<1	<1
	7/13/2006	98.58	6.84	91.74	<1	<1	<1	<2	<1
	10/16/2006	98.58	6.90	91.68	<1	<1	<1	<2	<1
	2/15/2007	98.58	4.69	93.89	<1	<1	<1	<3	<1
	11/28/2007	98.58	7.36	91.22	<1	<1	<1	<3	<1
	2/19/2008	98.58	6.95	91.63	<1	<1	<1	<3	<5
	4/23/2008	98.58	6.43	92.15	NS	NS	NS	NS	NS
	11/28/2008	98.58	7.50	91.08	<1	<1	<1	<3	<5
	3/25/2009	98.58	6.57	92.01	NS	NS	NS	NS	NS
	6/18/2009	98.58	5.54	93.04	NS	NS	NS	NS	NS
	10/8/2010	98.58	7.97	90.61	NS	NS	NS	NS	NS
	5/10/2011	98.58	6.54	92.04	<0.5	<1	<1	<1	<1
	7/20/2012	98.58	NA	NA	NS	NS	NS	NS	NS
	5/20/2016	Well Abandoned							

Tier 1 Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	MTBE (ug/L)
Class I Groundwater					5	1,000	700	10,000	70
Class II Groundwater					25	2,500	1,000	10,000	70
Indoor Inhalation - Residential					110	530,000	370	30,000	1,900,000
Indoor Inhalation - Industrial/Commercial					410	530,000	1,400	93,000	6,800,000
Sample Location	Sample Date	Referenced Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)					
MW-13	6/11/2004	98.45	8.96	89.49	<0.31	<0.14	<0.27	<0.17	1.3
	9/10/2004	98.45	2.15	96.30	<0.5	<1	<1	<1	8.9
	12/14/2004	98.45	6.80	91.65	<0.5	<1	<1	<1	<1
	3/31/2005	98.45	3.38	95.07	<0.5	<1	<1	<1	<1
	6/16/2005	98.45	11.50	86.95	<1	<1	<1	<1	46.3
	9/16/2005	98.45	12.30	86.15	<0.5	<1	<1	<1	11.2
	7/13/2006	98.45	9.52	88.93	<1	<1	<1	<2	<1
	10/16/2006	98.45	8.89	89.56	<1	<1	<1	<2	<1
	2/15/2007	98.45	NA	NA	Unable To Sample				
	11/28/2007	98.45	10.30	88.15	<1	<1	<1	<3	<1
	2/19/2008	98.45	4.90	93.55	<1	<1	<1	<3	<5
	4/23/2008	98.45	9.29	89.16	NS	NS	NS	NS	NS
	11/28/2008	98.45	NA	NA	Dry				
	3/25/2009	98.45	9.29	89.16	NS	NS	NS	NS	NS
	6/18/2009	98.45	5.05	93.40	NS	NS	NS	NS	NS
	10/8/2010	98.45	NA	NA	Dry				
	5/10/2011	98.45	9.69	88.76	<0.5	<1	<1	<1	<1
	7/20/2012	98.45	6.10	92.35	<0.5	<1	<1	<1	<1
	5/20/2016	Well Abandoned							
MW-14	12/14/2004	97.84	4.40	93.44	<0.5	<1	<1	<1	<1
	6/16/2005	97.84	7.60	90.24	<1	<1	<1	<1	<1
	9/16/2005	97.84	8.12	89.72	<0.5	<1	<1	<1	<1
	7/13/2006	97.84	NA	NA	Well Destroyed				
	10/16/2006	97.84	NA	NA	Well Destroyed				
	3/25/2009	97.84	NA	NA	Well Destroyed				
MW-15	12/14/2004	97.63	4.20	93.43	<0.5	<1	<1	<1	<1
	6/16/2005	97.63	7.88	89.75	<1	<1	<1	<1	<1
	9/16/2005	97.63	9.53	88.10	<0.5	<1	<1	<1	5.1
	7/13/2006	97.63	7.90	89.73	<1	<1	<1	<2	<1
	10/16/2006	97.63	7.73	89.90	<1	<1	<1	<2	<1
	2/15/2007	97.63	NA	NA	NS	NS	NS	NS	NS
	11/28/2007	97.63	8.75	88.88	<1	<1	<1	<3	<1
	2/19/2008	97.63	6.20	91.43	<1	<1	<1	<3	<5
	4/23/2008	97.63	6.96	90.67	NS	NS	NS	NS	NS
	11/28/2008	97.63	8.67	88.96	<1	<1	<1	<3	<5
	3/25/2009	97.63	6.86	90.77	<1	<1	<1	<3	<5
	6/18/2009	97.63	6.41	91.22	NS	NS	NS	NS	NS
	10/8/2010	97.63	8.87	88.76	NS	NS	NS	NS	NS
	5/10/2011	97.63	7.10	90.53	<0.5	<1	<1	5.3	<1
	7/20/2012	97.63	NA	NA	NS	NS	NS	NS	NS
	5/20/2016	Well Abandoned							
MW-16	4/23/2008	98.27	3.76	94.51	3.47	<1	<1	<3	6.43
	11/28/2008	98.27	NA	NA	NS	NS	NS	NS	NS
	3/25/2009	98.27	4.11	94.16	<1	<1	<1	<3	11.94
	6/18/2009	98.27	3.11	95.16	NS	NS	NS	NS	NS
	10/8/2010	98.27	7.28	90.99	NS	NS	NS	NS	NS
	5/10/2011	98.27	4.20	94.07	0.60	<1	<1	5.3	2.6
	7/20/2012	98.27	6.40	91.87	NS	NS	NS	NS	NS
	5/20/2016	Well Abandoned							
MW-17	4/23/2008	98.41	3.46	94.95	<1	<1	<1	<3	24.92
	11/28/2008	98.41	NA	NA	NS	NS	NS	NS	NS
	3/25/2009	98.41	3.57	94.84	<1	<1	<1	<3	<5
	6/18/2009	98.41	1.75	96.66	NS	NS	NS	NS	NS
	10/8/2010	98.41	6.13	92.28	NS	NS	NS	NS	NS
	5/10/2011	98.41	3.59	94.82	<0.5	<1	<1	<1	8.3
	7/20/2012	98.41	5.42	92.99	NS	NS	NS	NS	NS
	5/20/2016	98.41	3.26	95.15	9	<0.50	<0.50	<1.5	0.24 J
MW-4R	5/20/2016	99.40	4.66	94.74	44.6	<0.50	<0.50	<1.5	29.2

MTBE = Methyl tertiary butyl ether  
 ug/L = micrograms per Liter (parts per billion)  
 <# = not detected above laboratory limits  
 NS = not sampled  
 Bold = concentration exceeds Tier 1 GRO for Class II groundwater onsite and Class I groundwater offsite  
 D = result is from a diluted sample  
 NA = not available  
 J =



## **EXHIBIT B – SITE LOCATION MAP AND LEGAL DESCRIPTION**



**Street Address:** 7500 S. Lemont Rd, Woodridge, IL

**PIN:** 09-30-401-125

### **Legal Description:**

#### **Parcel 1:**

THE NORTHERLY 190 FEET OF THE EASTERLY 170 FEET OF LOT 1 (EXCEPT THE NORTHERLY 125 FEET OF THE EASTERLY 145 FEET THEREOF) IN HARVEY AND ROBERTS SUBDIVISION, UNIT 1, A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 15, 1947 AS DOCUMENT 514190, IN DUPAGE COUNTY, ILLINOIS.

#### **Parcel 2:**

THE NORTHERLY 125 FEET OF THE EASTERLY 145 FEET OF LOT 1 IN HARVEY AND ROBERTS SUBDIVISION UNIT 1, A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 15, 1947 AS DOCUMENT 514190, IN DUPAGE COUNTY, ILLINOIS.

#### **Parcel 3:**

NON-EXCLUSIVE VEHICULAR AND PEDESTRIAN ACCESS BASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FORTH IN THE EASTMENT AGREEMENT DATED NOVEMBER 17, 1998 MADE BY AND BETWEEN PRICE R.E.I.T. PROPERTIES, LLC AND EQUILON ENTERPRISES LLC.

**EXHIBIT C: PAYMENT BOND**

**PAYMENT BOND**

Bond No 30173901

KNOW ALL MEN BY THESE PRESENTS, That we **True North Energy, LLC** as Principal, (hereinafter called "Principal"), and **Western Surety Company**, a corporation, as Surety, (hereinafter called "Surety"), are held and firmly bound unto **DuPage County, Illinois**, as Obligee, in the full and just sum of **Four Hundred Seventy Two Thousand Seven Hundred Seventy Six and 50/100** Dollars (\$472,776.50) to be paid to the said Obligee or its successors or assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered, or is about to enter, into a written Agreement with the Obligee titled **Highway Authority Benefits Agreement ("HABA")** as is more specifically set for in the HABA, to which reference is hereby made. The assurance is tied to 7500 S. Lemont Road, Woodridge, Illinois (Intersection of CH 9/Lemont Road and CH 33/75<sup>th</sup> Street) in the county of Dupage, Illinois per liability limits defined in the execute Highway Authority Benefits Agreement ("HABA") between True North Energy, LLC and Dupage County DOT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly perform, pay, and carry out the covenants, terms and conditions of said HABA, then this obligation to be void; otherwise to remain in full force and effect. This bond shall continue and remain in full force and effect so long as the HABA remains in full force and effect.

Signed this 10th day of February, 2023.

**Signature on File**

ATTEST:           

Printed Name: Daniel Keating, Witness  
Attorney-in-fact for Principal

PRINCIPAL **True North Energy, LLC**

By: **Signature on File**

Printed Name: MARK E. LYDEN  
Title: PRESIDENT/CEO

ATTEST **Signature on File**

By:             
Printed Name: Ann Formhals, Witness  
Attorney-in-fact for Surety

SURETY **Western Surety Company**

By: Signature on File

Printed Name: Derek J. Elston, Attorney-in-fact

Address: 151 N. Franklin Street

Chicago, IL 60606

Phone: (800) 331-6053

**[PLEASE ATTACHED NOTARIZED APPOINTMENT OF ATTORNEY-IN-FACT FOR EACH ATTORNEY-IN-FACT SIGNING THIS PAYMENT BOND]**



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Sandra M Winsted, Jennifer L Jakaitis, Christopher P Troha, Derek J Elston, Susan A Welsh, Christina L Sandoval, Judith A Lucky-Eftimov, Aerie Walton, Bartłomiej Siepinski, Nicholas Pantazis, Samantha Chierici, Kristin L Hannigan, Tara A Reimer, Rachel Fore, Corinne Chapman, Roger Paraison, Jean Torres, Nicholas Kertesz, Dartonya Wright, Individually**

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of December, 2022.



WESTERN SURETY COMPANY

Signature on File

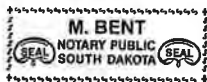
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 20th day of December, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



Signature on File

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of February, 2023.



WESTERN SURETY COMPANY

Signature on File

L. Nelson, Assistant Secretary

**EXHIBIT D**

Exhibit D is intentionally excluded from this Agreement.

**EXHIBIT E**

Exhibit E is intentionally excluded from this Agreement.

**EXHIBIT F**

Exhibit F is intentionally excluded from this Agreement.

**EXHIBIT G: UNANIMOUS ACTION OF THE MEMBERS WITHOUT A MEETING**

DocuSign Envelope ID: BF0D560F-7AED-4FD6-A2B6-138567D25934

**True North Energy, LLC**

**UNANIMOUS ACTION OF THE MEMBERS WITHOUT A MEETING**

THE UNDERSIGNED, representing all of the Members of True North Energy, LLC (the "Company"), a Delaware limited liability company:

HAVING DETERMINED that in order to manage the Company's environmental affairs, it is in the best interests of the Company to allow Mark E. Lyden, CEO/President and Lindsay Lyden Niese, Vice President of True North Holdings, Inc., Member of the Company or either of them, to administer and execute on behalf of Company any of the following instruments to be used as Institutional Controls in connection with corrective actions pursuant to Illinois Administrative Code (IAC) Title 35, Part 742, Subpart J of the Tiered Approach to Corrective Action Objectives (TACO):

1. No Further Remediation Letters
2. Environmental Land Use Controls
3. Land Use Control Memoranda of Agreement
4. Ordinances adopted and administered by a unit of local government
5. Agreements between a property owner (or, in the case of a petroleum leaking underground storage tank, the owner or operator of the tank) and a highway authority with respect to any contamination remaining under highways; and
6. Agreements between a highway authority that is also the property owner (or, in the case of a petroleum leaking underground storage tank, the owner or operator of the tank) and the Agency with respect to any contamination remaining under the highways.

HEREBY consent to the adoption of and also hereby accept the following resolution:

RESOLVED, Mark E. Lyden, CEO/President and Lindsay Lyden Niese, Vice President of True North Holdings, Inc., Member of the Company or either of them are hereby authorized to administer and execute on behalf of Company any of the instruments mentioned above to be used as Institutional Controls in connection with corrective actions pursuant to Illinois Administrative Code (IAC) Title 35, Part 742, Subpart J of the Tiered Approach to Corrective Action Objectives (TACO).

DECLARE, that this action is taken pursuant to the Delaware Code and the LLC Agreement, shall be inserted into the Minute Book of the Company, and shall be effective as of the latest date set forth below.

SHELL OIL PRODUCTS US  
Signature on File

Designated Representative

Date: Juan Kemp

TRUE NORTH HOLDINGS INC

Signature on File

Member of the Company

Date: 10.25.22

## **EXHIBIT H: HAA APPLICATION**

This Exhibit H is contained on the one CD ROM or Flashdrive attached.