

RESOLUTION R-59-13

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A HIGHWAY AUTHORITY AGREEMENT AND AN INDEMNITY AGREEMENT
(BUCHANAN ENERGY (S), LLC) – 1000 E. ROOSEVELT ROAD**

WHEREAS, Buchanan Energy (S), LLC, as Owner of the property at 1000 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, Buchanan Energy (S), LLC 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 Buchanan Energy (S), LLC attached hereto and incorporated herein as fully set forth as Exhibit A; and
- b.) that certain Indemnity Agreement between the City of Wheaton and Buchanan Energy (S), LLC 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 5th day of August, 2013.



Mayor



City Clerk

Roll Call Vote

Ayes:

Councilman Suess
Councilman Prendiville
Councilman Rutledge

Councilman Saline
Mayor Gresk
Councilwoman Pacino Sanguinetti
Councilman Scalzo

Nays: None
Absent: None

Motion Carried Unanimously



ORIGINAL

City of Wheaton
Department of Engineering
ATTN: Paul G. Redman, P.E.
303 West Wesley Street, PO Box 727
Wheaton, Illinois 60187

Subject:
City of Wheaton Indemnification Agreement
Former Mobil Retail Station #05-MM1
Buchanan Store #540
1000 East Roosevelt Road
Wheaton, Illinois 60187
LPC #0431055019 – DuPage County
IEMA Incident #860108, 900897, 20000251, and 20001263

To Mr. Redman:

On behalf of Buchanan Energy (S), LLC, ARCADIS U.S., Inc., is submitting the enclosed City of Wheaton Indemnification Agreement in triplicate for the above referenced Leaking Underground Storage Tank (LUST) incident.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

ARCADIS U.S., Inc.

Erin Susin
Task Manager 1

Copies:
Nichole Mallett, Buchanan Energy
File

ARCADIS U.S., Inc.
1000 Cobb Place Blvd.
Bldg. 500-A
Kennesaw
Georgia 30144
Tel 770 428 9009
Fax 770 428 4004
www.arcadis-us.com

ENVIRONMENT

Date:
July 18, 2013

Contact:
Erin Susin

Phone:
404.952.1630

Email:
erin.susin@arcadis-us.com

Ref:
B0085853.1204

Imagine the result



Enclosure 1

City of Wheaton Indemnification
Agreement

TIERED APPROACH TO CORRECTIVE-ACTION OBJECTIVES
LIMITED INDEMNIFICATION AGREEMENT

This Limited Indemnification Agreement ("Agreement") is entered into this ____ day of _____, 2013 between Buchanan Energy (S), LLC ("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 Illinois Emergency Management Agency (IEMA) incident numbers 20001263, 20000251, 900897, and 860108 and the City's agreement to enter into a Highway Authority Agreement ("HAA") 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 a correction action of a Site and of the right-of-way adjacent to the boundary of the Site (the "Right-of-Way") located at 1000 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 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 of contaminated soil and 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 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 in planning the simultaneous performance, to the extent reasonably practical, of the work and removal activities at the Site in such a manner as to minimize cost and time for the City and Owner, including agreeing upon the scope and schedule of the removal activities 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. Except for emergency situations, during the Notice Period, Owner will collect representative soil and groundwater samples for BTEX analyses from the Right-of-Way.

11. Soil with BTEX levels below the applicable State cleanup standards use will be considered "clean". Soil determined to be "clean" may be used by the City for back-filling 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 so long

as the “clean” soil can be disposed of at a non-special handling treatment, storage or disposal facility or landfill. Any soil that must be disposed of at a special handling treatment, storage or disposal facility or landfill, or soil with BTEX readings in excess of the applicable state clean-up standards will be considered “contaminated”. The City, with the cooperation of the Owner, shall segregate any such 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. Whether such soils must be transported and disposed of at a permitted treatment, storage or disposal facility or any other facility legally capable of accepting such soils shall be subject solely to the determination of an environmental engineer retained by the City who is reasonably acceptable to Owner at the Owner’s reasonable expense. 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 it would have paid for the removal of the soil to a non special waste facility;

12. Groundwater with BTEX levels below the applicable State clean-up standards will be considered “clean” unless such liquids must be transported and disposed of at a special handling treatment, storage or disposal facility. 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. Whether such liquids require transport and disposal shall be subject to the determination of an environmental engineer provided by Owner or the Owner's environmental consultant whom is acceptable to the City or, in the City's sole discretion, retained by the City who is reasonably acceptable to Owner at the Owner's reasonable expense.

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

14. 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.

15. 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.

16. 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 and interest to the Owner. A successor in the interest of the City shall include any entity or person to which the City would transfer jurisdiction of the Right-of-Way. A successor in interest of the City would include a highway authority to which the City would transfer jurisdiction of the highway.

17. This Agreement is in settlement of claims the City may have arising from the release of Contaminants into the Right-of-Way associated with IEMA incident numbers 20001263, 20000251, 900897, and 860108.

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

If to Owner:

Name: Nichole Mallett
Company: Buchanan Energy (S), LLC
Street: 4973 Dodge Street
City, State, Zip: Omaha, NE 68132

If to City:

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

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

20. 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.

21. 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 released. 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 or them 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, Owner may pursue an action under this Agreement against the successors in interest, other than a State agency, in a court of law.

22. This Agreement is entered into by the City in recognition of laws passed by the General Assembly and regulations adopted by the IPCB 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.

(The rest of this page is intended to be blank)

IN WITNESS WHEREOF, Owner, Buchanan Energy (S), LLC

_____, has caused this Agreement to be signed by its duly authorized representative.

BY: _____



DATE: _____

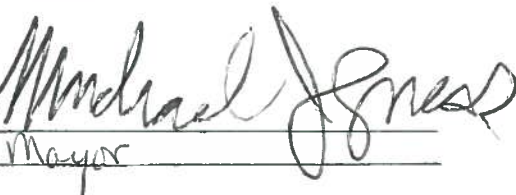
6-27-13

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

City of Wheaton

BY: _____

ITS: _____


Mayor

DATE: _____

8-6-13

(The rest of this page is intended to be blank)

EXHIBIT A
((ORDINANCE ATTACHED))

EXHIBIT B

HIGHWAY AUTHORITY AGREEMENT
With Exhibits

((ATTACHED))

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this _____ day of _____, 2013 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Buchanan Energy (S), LLC the owner/operator of the tank ("Owner/Operator") and (2) City of Wheaton ("Highway Authority"), collectively known as the "Parties."

WHEREAS, Buchanan Energy (S), LLC is the owner or operator of one or more leaking underground storage tanks ("USTs") presently or formerly located at 1000 East Roosevelt Road, Wheaton, Illinois ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above-referenced USTs ("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 or Property Owner 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) 20001263, 20000251, 900897, and 860108 to the Release.
3. Attached as **Exhibit A** is a scaled map(s) prepared by the environmental consultant on behalf of the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release.
4. Attached as **Exhibit B** is a table(s) prepared by the environmental consultant on behalf of 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 B** are identified on the map(s) in **Exhibit A**.
5. Attached as **Exhibit C** is a scaled map prepared by the environmental showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because **Exhibit C** is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. Because the collection of samples within the Right-of-Way is not practical, the Parties stipulate that, based on modeling, soil and groundwater contamination exceeding Tier 1 residential remediation objectives does not and will not extend beyond the boundaries of the Right-of-Way.
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

PAUL G. REDMAN
(Contact at Highway Authority)

Address 303 W. WESLEY ST.
City WHEATON
State IL
Zip Code 60187

Property Owner or Owner/Operator

Name [Signature]

Address 4973 Dodge

City Omaha

State NE

Zip Code 68132

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

Date:

By: [Signature]
City of Wheaton
Buchanan Energy (S). LLC

Date:

By: [Signature]
Title ofc

EXHIBIT A
FIGURES

LEGEND

- LIGHT
- DISPENSER ISLAND
- MONITORING WELL
- SUMP/OBSERVATION WELL
- RECOVERY WELL
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND WATER MAIN LINE
- UNDERGROUND GAS LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND ELECTRIC LINE
- OVERHEAD UTILITIES
- FIBER OPTIC CABLE LINE
- NON-GES SOIL BORING
- SOIL BORING
- HAND AUGER
- EXTENT OF MASS-LIMITING PLUME (AREA ~ 0.74 ACRES)
- POINT OF COMPLIANCE

SOURCE:

1. BASEMAP INFORMATION PROVIDED BY CROWNWATER & BASEMENT SERVICES, INC. DATED 10-1-07 AT A SCALE OF 1"=30'. FILENAME: DS-MW WHEATON 5M.GWG



FORMER MOBIL #05-MM1/BUCHANAN STORE #540
1000 EAST ROOSEVELT ROAD
WHEATON, ILLINOIS

BENZENE PLUME FOR THE SCGIER MAP

FIGURE



1

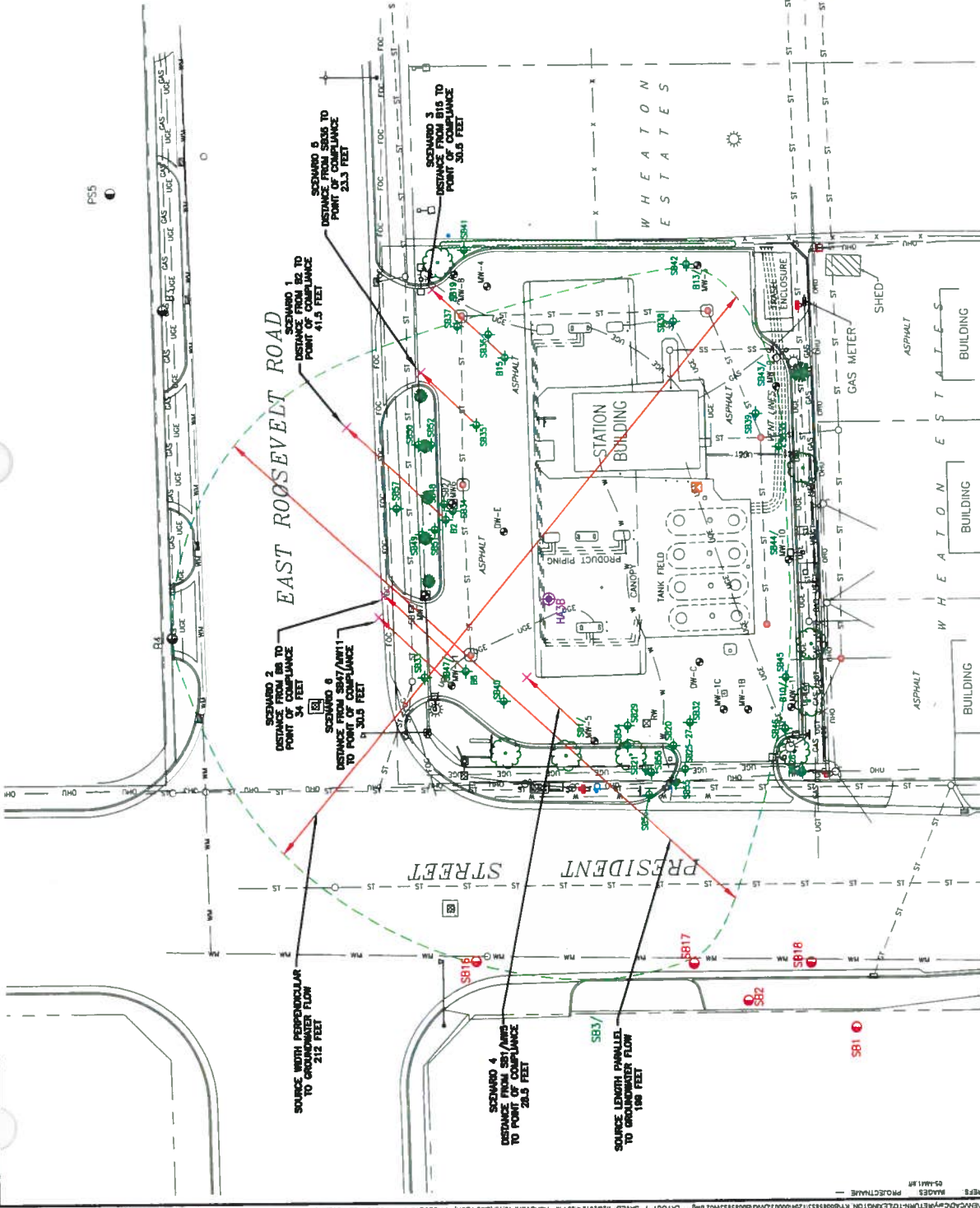


EXHIBIT B
TABLES

Table 1 - Soil Analytical Table
Former Mobil #05-MM1/Buchanan Store #540
1000 East Roosevelt Road
Wheaton, Illinois

Tier 1 Cleanup Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (Total) (mg/kg)
<i>Soil Ingestion Exposure Route- Residential</i>			12	16,000	7,800	16,000
<i>Soil Ingestion Exposure Route - Commercial</i>			100	410,000	200,000	410,000
<i>Soil Ingestion Exposure Route - Construction Worker</i>			2300	410,000	20,000	41,000
<i>Soil Inhalation Exposure Route - Residential</i>			0.8	650	400	320
<i>Soil Inhalation Exposure Route - Commercial</i>			1.6	650	400	320
<i>Soil Inhalation Exposure Route - Construction Worker</i>			2.2	42	58	5.6
<i>SCGIER - Class I Groundwater</i>			0.030	12	13	150
<i>SCGIER - Class II Groundwater</i>			0.170	29	19	150
Sample Location	Sample Date	Depth (feet)				
B6A	4/19/89	6-7.5	<0.05	<0.05	0.0566	0.266
	4/19/89	11-12.5	ND	<0.05	ND	ND
B7	4/19/89	6-7.5	5.26	5.28	13.4	70.2
	4/19/89	8.5-10	0.954	0.0734	<0.05	0.112
B8	4/19/89	6.5-7.5	15.4	10.4	18	68.1
	4/19/89	9-10	0.0625	0.0762	<0.05	0.0734
B9	4/19/89	6.5-7.5	10.5	29	25.2	100
	4/19/89	9-10	0.0581	0.0902	ND	0.0934
Floor of UST Excavation	7/11/89	NA	0.067	0.026	0.055	0.15
South Sidewall of UST Excavation	7/11/89	NA	0.085	<0.006	0.11	0.14
North Sidewall of UST Excavation	7/11/89	NA	2.6	0.15	4.6	11
B10/MW1	11/13/89	6-7.5	ND	ND	ND	ND
B11/MW2	11/13/89	3.5-5	0.112	<0.05	0.876	0.829
	11/13/89	6-7.5	3.96	<0.25	6.33	7.5
B12	11/13/89	3.5-5	ND	ND	ND	ND
B13/MW3	11/13/89	3.5-5	ND	ND	ND	ND
B14	11/13/89	6-7.5	10.5	ND	33.6	155
	11/13/89	13.5-15	ND	ND	ND	ND
B15	11/13/89	6-7.5	1.41	ND	<0.05	0.426
	11/13/89	8.5-10	10.9	<0.25	8.65	9.14
SB1/MW5	7/20/95	6-8	8.6	0.59	44	60
	7/20/95	12-14	<0.004	<0.004	<0.004	<0.004
SB2/MW6*	7/20/95	6-8	54	37	29	110
	7/20/95	10-12	0.013	0.006	<0.004	0.009
HA1	7/31/95	6-7	5.4	0.18	12	1.9
HA2	7/31/95	6-7	1.6	0.04	0.6	0.05
SB16	6/7/99	5-8	1	0.290	12	<1.7
SB17/MW7*	6/7/99	6-8	6	0.670	12	45
SB18	6/7/99	4-6	<0.120	0.013	<0.0059	0.14
SB19/MW8	6/7/99	2-4	<0.069	<0.069	0.54	<0.41
HA3B	2/17/00	3	0.87	0.13	1.2	3.6
	2/17/00	4.5	3.1	0.67	7.8	33
SB20	7/6/00	7-8	7.3	0.31	17	<1.1
SB21	7/6/00	6-8	5.5	0.26	9.8	5.6
	7/7/00	11-13	8.4	0.33	21	1.3
SB27	7/7/00	5-6	10	45	13	69
SB29	2/22/01	1-3	3.8	0.4	18	14
	2/23/01	5-7	12	1.5	55	58
SB30	2/23/01	7-9	0.038	0.027	0.0084	0.025
SB32	2/22/01	3-5	1.1	0.094	1.1	1.4
	2/23/01	7-9	8	0.41	20	2.1
SB33	2/23/01	3-5	0.38	0.048	0.39	0.23
	2/23/01	5-7	1.8	0.37	10	1.6
	2/23/01	9-11	0.056	0.047	0.02	0.042
SB34*	2/23/01	1-3	31	160	98	420
	2/23/01	5-7	10	45	27	130

Table 1 - Soil Analytical Table
Former Mobil #05-MM1/Buchanan Store #540
1000 East Roosevelt Road
Wheaton, Illinois

Tier 1 Cleanup Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (Total) (mg/kg)
<i>Soil Ingestion Exposure Route- Residential</i>			12	16,000	7,800	16,000
<i>Soil Ingestion Exposure Route - Commercial</i>			100	410,000	200,000	410,000
<i>Soil Ingestion Exposure Route - Construction Worker</i>			2300	410,000	20,000	41,000
<i>Soil Inhalation Exposure Route - Residential</i>			0.8	650	400	320
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<i>SCGIER - Class I Groundwater</i>			0.030	12	13	150
<i>SCGIER - Class II Groundwater</i>			0.170	29	19	150
Sample Location	Sample Date	Depth (feet)				
SB35	2/23/01	3-5	5.3	4	17	88
	2/23/01	5-7	5.2	1	18	89
	2/23/01	9-11	2.8	0.14	0.76	3.1
SB36	2/23/01	5-7	1.6	0.29	0.14	0.61
	2/23/01	9-11	0.024	0.1	0.057	0.4
SB37	2/23/01	3-5	0.04	0.024	0.015	0.07
SB38	2/23/01	7-9	3.5	6.2	6.9	30
SB39	2/23/01	7-9	1.2	6.6	2.7	13
SB40	2/23/01	5-7	0.11	0.055	0.088	0.16
	2/23/01	7-9	5.5	0.44	18	19
SB41	8/9/01	2-4	<0.007	0.0076	<0.007	<0.021
	8/9/01	4-5	<0.0056	<0.0056	<0.0056	<0.017
	8/10/01	5-7	<0.0046	<0.0046	<0.0046	<0.014
SB42	8/9/01	4-5	<0.0048	<0.0048	<0.0048	<0.014
	8/10/01	11-13	<0.0056	<0.0056	<0.0056	<0.017
SB43/MW9	8/9/01	4-5	<0.0059	<0.0059	<0.0059	<0.018
	8/10/01	9-11	0.016	<0.0042	0.014	<0.017
SB44/MW10	8/9/01	4-5	<0.0053	<0.0053	<0.0053	<0.016
	8/10/01	17-19	<0.0045	<0.0045	<0.024	0.045
SB45	8/9/01	1-3	<0.056	<0.0056	<0.0056	<0.017
	8/10/01	7-9	<0.0048	<0.0048	<0.0048	<0.015
	8/10/01	11-13	<0.0048	<0.0048	<0.0048	<0.071
SB46	8/9/01	3-5	<0.0051	<0.0051	<0.0051	<0.015
	8/10/01	11-13	<0.0047	<0.0047	<0.0047	<0.071
SB47/MW11	8/9/01	1.5-3.5	5	0.14	10	1.9
	8/9/01	3.5-5	0.36	0.012	0.56	0.17
	8/10/01	5-7	0.47	0.077	1.2	0.54
	8/10/01	7-9	11	2.6	50	13
	8/10/01	13-15	<0.0049	<0.0049	<0.024	<0.071
SB48*	3/23/05	2	64.4	198	67	260
	3/23/05	4	8.04	21.6	8.69	36.5
SB49*	3/8/06	2	80.6	350	121	623
	3/8/06	6	20.7	55.7	16.1	82.9
SB50*	3/8/06	2	28	258	55.5	696
SB51*	3/8/06	2	9.42	5.62	23	425
	3/8/06	4	6.99	3.10	17.2	78.3
SB52*	3/8/06	2	11.0	74.8	19.8	207
	3/8/06	4	3.7	13.3	5.21	31.9
SB54	3/8/06	10	1.80	0.746	3.25	0.777
SB55	3/8/06	8	0.00914	0.00722	<0.00103	0.00319
SB56	3/8/06	8	2.95	0.733	1.07	0.855
SB57	5/4/06	2	0.00209	0.00125	<0.000955	<0.00286
	5/4/06	5	0.0932	0.0273	0.00962	0.0193
SB58	5/4/06	7	0.00210	<0.00111	<0.00111	<0.00333
	5/4/06	12	0.0146	0.00338	<0.00102	0.00321

Table 1 - Soil Analytical Table
Former Mobil #05-MM1/Buchanan Store #540
1000 East Roosevelt Road
Wheaton, Illinois

Tier 1 Cleanup Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (Total) (mg/kg)
Soil Ingestion Exposure Route- Residential			12	16,000	7,800	16,000
Soil Ingestion Exposure Route - Commercial			100	410,000	200,000	410,000
Soil Ingestion Exposure Route - Construction Worker			2300	410,000	20,000	41,000
Soil Inhalation Exposure Route - Residential			0.8	650	400	320
Soil Inhalation Exposure Route - Commercial			1.6	650	400	320
Soil Inhalation Exposure Route - Construction Worker			2.2	42	58	5.6
SCGIER - Class I Groundwater			0.030	12	13	150
SCGIER - Class II Groundwater			0.170	29	19	150
Sample Location	Sample Date	Depth (feet)				
Excavation Soil Samples						
B1	7/30/07	8	0.108	0.00107	<0.000872	<0.00261
B2	7/31/07	8	31.1	0.606	0.0107	1.24
B3	7/31/07	8	2.58	0.348	0.482	0.309
B4	8/1/07	8	0.00201	0.00134	<0.0008	<0.0024
NW1	7/30/07	2	1.59	0.125	4.17	0.168
NW2	7/31/07	2	0.00744	0.00458	0.00178	0.00403
NW3	7/31/07	2	1.88	0.501	5.01	1.10
NW4	8/1/07	2	0.00205	0.159	0.253	0.852
EW1	8/1/07	2	0.101	0.00678	<0.000849	0.0227
SW1	7/30/07	2	6.32	5.62	4.70	1.68
SW2	7/31/07	2	1.02	0.776	4.51	5.07
SW3	7/31/07	2	0.00322	0.00179	<0.000826	<0.00241
SW4	8/1/07	2	0.938	0.0550	0.0519	0.0866
WW1	7/30/07	2	0.654	0.659	0.491	0.369

NOTES:

1. * = Sample location removed during excavation activities
2. <0.002 = concentration less than laboratory reporting limits
3. mg/kg = milligrams per kilogram
4. Shaded gray = sample location was resampled
5. **Bold** = concentration above the Tier I soil cleanup objective
6. ND = analyzed but not detected

Table 2 - Groundwater Analytical Data
Former Mobil Station #05-MM1/Buchanan Store #540
1000 East Roosevelt Road
Wheaton, Illinois

Tier I Groundwater Cleanup Objectives					Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Xylenes (Total) (mg/L)
GCGIER - Class I Groundwater					0.005	1	0.7	10
GCGIER - Class II Groundwater					0.025	2.5	1	10
Sample Location	Sample Date	TOC (feet)	Depth to Water (feet)	Groundwater Elevation (feet)				
B10/MW1	1/15/90	98.56	NG	NA	ND	ND	ND	ND
B10/MW1	8/10/93	98.56	NG	NA	<0.002	<0.002	<0.002	<0.005
B10/MW1	9/26/94	98.56	NG	NA	<0.002	<0.002	<0.002	<0.004
B10/MW1	7/27/95	94.33	12.65	81.68	<0.001	<0.001	<0.001	<0.001
B10/MW1	10/15/96	94.33	NG	NA	<0.002	<0.002	<0.002	<0.01
B10/MW1	2/25/98	94.33	NG	NA	NS	NS	NS	NS
B10/MW1	12/8/98	94.33	13.2	81.13	<0.001	<0.001	<0.001	<0.003
B10/MW1	7/19/99	94.33	12.79	81.54	<0.001	<0.001	<0.001	<0.003
B10/MW1	3/10/00	94.33	12.67	81.66	<0.001	<0.001	<0.001	<0.003
B10/MW1	7/7/00	94.33	12.59	81.74	<0.001	<0.001	<0.001	<0.003
B10/MW1	1/9/01	94.33	12.56	81.77	<0.001	<0.001	<0.001	<0.003
B10/MW1	8/14/01	94.33	13.4	80.93	<0.001	<0.001	<0.001	<0.003
B10/MW1	8/20/01	94.33	17.9	76.43	NS	NS	NS	NS
B10/MW1	3/22/05	94.33	10.4	83.93	<0.001	<0.001	<0.001	<0.003
B10/MW1	9/20/06	94.33	13.44	80.89	<0.001	<0.001	<0.001	<0.003
B10/MW1	8/27/07	94.33	12.1	82.23	<0.001	<0.001	<0.001	<0.003
MW2	1/15/90	98.41	NG	NA	0.0302	ND	0.00288	0.00823
MW2	8/10/93	98.41	NG	NA	<0.002	<0.002	<0.002	<0.005
MW2	9/26/94	98.41	NG	NA	0.004	<0.002	<0.002	<0.004
MW2	7/27/95	94.52	6.34	88.18	0.0047	<0.001	<0.001	<0.001
MW2	10/15/96	94.52	NG	NA	0.0071	<0.002	<0.002	<0.01
MW3	1/15/90	98.48	NG	NA	ND	ND	ND	ND
MW3	8/10/93	98.48	NG	NA	<0.002	<0.002	<0.002	<0.005
MW3	9/26/94	98.48	NG	NA	<0.002	<0.002	<0.002	<0.004
MW3	7/27/95	94.05	10.01	84.04	0.019	0.0068	<0.001	0.0026
MW3	10/15/96	94.05	NG	NA	<0.004	<0.004	<0.004	<0.02
MW3	2/25/98	94.05	9.42	84.63	<0.001	<0.001	<0.001	<0.003
MW3	12/8/98	94.05	NA	NA	NS	NS	NS	NS
MW3	7/19/99	94.05	9.49	84.56	<0.001	<0.001	<0.001	<0.003
MW3	3/8/00	94.05	9.42	84.63	<0.005	<0.005	<0.005	<0.015
MW3	7/7/00	94.05	9.5	84.55	<0.005	<0.005	<0.005	<0.015
MW3	1/9/01	94.05	10.29	83.76	<0.005	<0.005	<0.005	<0.015
MW3	8/14/01	94.05	9	85.05	<0.001	<0.001	<0.001	<0.003
MW3	8/20/01	94.05	8.8	85.25	NS	NS	NS	NS
MW3	3/22/05	94.05	8.52	85.53	<0.001	<0.001	<0.001	<0.003
MW3	9/20/06	94.05	8.9	85.15	<0.001	<0.001	<0.001	<0.003
MW3	8/27/07	94.05	8.91	85.14	<0.001	<0.001	<0.001	<0.003
MW4	1/15/90	98.79	NG	NA	ND	ND	ND	ND
MW4	8/10/93	98.79	NG	NA	<0.002	<0.002	<0.002	<0.005
MW4	9/26/94	98.79	NG	NA	<0.002	<0.002	<0.002	<0.004
MW4	7/27/95	94.26	13.52	80.74	<0.001	<0.001	<0.001	<0.001
MW4	10/15/96	94.26	NG	NA	<0.002	<0.002	<0.002	<0.01
MW4	2/25/98	94.26	NG	NA	<0.001	<0.001	<0.001	<0.003
MW4	12/8/98	94.26	NG	NA	NS	NS	NS	NS
MW4	7/19/99	94.26	12.35	81.91	<0.001	<0.001	<0.001	<0.003
MW4	3/8/00	94.26	12.67	81.59	<0.001	<0.001	<0.001	<0.003
MW4	7/7/00	94.26	11.93	82.33	<0.001	<0.001	<0.001	<0.003
MW4	1/9/01	94.26	12.14	82.12	<0.001	<0.001	<0.001	<0.003
MW4	8/14/01	94.26	11.66	82.6	<0.001	<0.001	<0.001	<0.003
MW4	8/20/01	94.26	11.23	83.03	NS	NS	NS	NS
MW4	3/22/05	94.26	11.1	83.16	<0.001	<0.001	<0.001	<0.003
MW4	9/20/06	94.26	10.18	84.08	<0.001	<0.001	<0.001	<0.003
MW4	8/27/07	94.26	9.3	84.96	<0.001	<0.001	<0.001	<0.003
MW5	7/27/95	94.11	10.11	84	0.44	<0.001	<0.001	0.021
MW5	10/15/96	94.11	NG	NA	0.011	<0.002	<0.002	<0.01
MW5	2/25/98	94.11	6.9	87.21	0.055	<0.001	0.001	<0.003
MW5	12/8/98	94.11	9.1	85.01	0.017	<0.001	<0.001	<0.003
MW5	7/19/99	94.11	7.16	86.95	0.001	<0.001	<0.001	<0.003
MW5	3/8/00	94.11	7.21	86.9	0.34	<0.001	0.046	0.0098
MW5	7/7/00	94.11	4.05	90.06	0.036	<0.001	0.0065	<0.003
MW5	1/9/01	94.11	6.04	88.07	0.28	<0.001	0.0013	<0.003
MW5	8/14/01	94.11	7.32	86.79	0.1	<0.001	0.0066	<0.003
MW5	8/20/01	94.11	6.49	87.62	NS	NS	NS	NS
MW5	3/22/05	94.11	6.95	87.16	0.294	<0.001	0.035	<0.003
MW5	9/20/06	94.11	8.54	85.57	0.0415	<0.001	<0.001	<0.003
MW5	8/27/07	94.11	6.97	87.14	0.0289	<0.001	<0.001	<0.003

Table 2 - Groundwater Analytical Data
Former Mobil Station #05-MN1/Buchanan Store #540
1000 East Roosevelt Road
Wheaton, Illinois

Tier I Groundwater Cleanup Objectives					Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Xylenes (Total) (mg/L)
GCGIER - Class I Groundwater					0.005	1	0.7	10
GCGIER - Class II Groundwater					0.025	2.5	1	10
Sample Location	Sample Date	TOC (feet)	Depth to Water (feet)	Groundwater Elevation (feet)				
MW6	7/27/95	94.97	5.73	89.24	0.041	0.015	<0.001	0.08
MW6	10/15/96	94.97	NG	NA	<0.002	<0.002	<0.002	<0.01
MW6	2/25/98	94.97	6.74	88.23	<0.001	<0.001	<0.001	<0.003
MW6	12/8/98	94.97	6.73	88.24	<0.001	<0.001	<0.001	<0.003
MW6	7/19/99	94.97	7.22	87.75	<0.001	<0.001	<0.001	<0.003
MW6	3/10/00	94.97	8.31	86.66	<0.001	<0.001	<0.001	<0.003
MW6	7/7/00	94.97	8.65	86.32	<0.001	<0.001	<0.001	<0.003
MW6	1/9/01	94.97	7.31	87.66	<0.001	<0.001	<0.001	<0.003
MW6	8/14/01	94.97	7.54	87.43	0.013	0.01	<0.001	0.0037
MW6	8/20/01	94.97	8.78	86.19	NS	NS	NS	NS
MW6	3/22/05	94.97	8.09	86.88	<0.001	<0.001	<0.001	<0.003
MW6	9/20/06	94.97	7.48	87.49	<0.001	<0.001	<0.001	<0.003
MW7	7/19/99	NM	5.85	NA	18	0.46	1.5	7
MW7	3/8/00	95.93	6.02	89.91	3.5	<0.1	0.21	0.51
MW7	7/7/00	95.93	5.7	90.23	9.7	0.19	0.9	3.4
MW7	1/9/01	95.93	6.56	89.37	7.5	0.14	0.5	1.1
MW7	8/14/01	95.93	8.84	87.09	9.5	0.17	0.99	2.9
MW7	8/20/01	95.93	5.92	90.01	NS	NS	NS	NS
MW7	3/22/05	95.93	6.03	89.9	7.18	<0.05	0.43	0.425
MW7	9/20/06	95.93	6.18	89.75	0.162	0.0197	0.546	0.286
MW8	7/19/99	NM	4.81	NA	<0.001	<0.001	<0.001	<0.003
MW8	3/8/00	95.57	4.22	91.35	<0.001	<0.001	<0.001	<0.003
MW8	7/7/00	95.57	4.3	91.27	<0.001	<0.001	<0.001	<0.003
MW8	1/9/01	95.57	3.88	91.69	<0.001	<0.001	<0.001	<0.003
MW8	8/14/01	95.57	4.96	90.61	<0.001	<0.001	<0.001	<0.003
MW8	8/20/01	95.57	4.95	90.62	NS	NS	NS	NS
MW8	3/22/05	95.57	4.41	91.16	0.0033	<0.001	<0.001	<0.003
MW8	9/20/06	95.57	4.02	91.55	<0.001	<0.001	<0.001	<0.003
MW8	8/27/07	95.57	4.56	91.01	<0.001	<0.001	<0.001	<0.003
MW1C	3/8/00	98.51	9.46	89.05	<0.001	<0.001	<0.001	<0.003
MW1C	7/7/00	98.51	6.8	91.71	0.0018	<0.001	<0.001	<0.003
MW1C	1/9/01	98.51	8.59	89.92	<0.001	<0.001	<0.001	<0.003
MW1B	3/10/00	98.53	10.18	88.35	<0.001	<0.001	<0.001	<0.003
MW1B	7/7/00	98.53	10.06	88.47	<0.001	<0.001	<0.001	<0.003
MW1B	1/9/01	98.53	10.32	88.21	<0.001	<0.001	<0.001	<0.003
SB21	7/7/00	NM	NG	NA	0.12	0.041	0.025	0.021
SB43/MW9	8/14/01	94.57	7.2	87.37	<0.001	<0.001	<0.001	<0.003
SB43/MW9	8/20/01	94.57	8.48	86.09	NS	NS	NS	NS
SB43/MW9	3/22/05	94.57	8.25	86.32	<0.001	<0.001	<0.001	<0.003
SB43/MW9	9/20/06	94.57	7.81	86.76	<0.001	<0.001	<0.001	<0.003
SB43/MW9	8/27/07	94.57	7.74	86.83	<0.001	<0.001	<0.001	<0.003
SB44/MW10	8/14/01	94.36	DRY	NA	NS	NS	NS	NS
SB44/MW10	8/20/01	94.36	19.58	74.78	<0.001	<0.001	<0.001	<0.003
SB44/MW10	3/22/05	94.36	8.61	85.75	<0.001	<0.001	<0.001	<0.003
SB44/MW10	9/20/06	94.36	8.49	85.87	<0.001	<0.001	<0.001	0.00381
SB44/MW10	8/27/07	94.36	7.53	86.83	<0.001	<0.001	<0.001	<0.001
SB47/MW11	8/14/01	94.74	DRY	NA	NS	NS	NS	NS
SB47/MW11	8/20/01	94.74	19.4	75.34	<0.05	<0.05	<0.05	<0.15
SB47/MW11	3/22/05	94.74	8.3	86.44	<0.001	<0.001	<0.001	<0.003
SB47/MW11	9/20/06	94.74	8.82	85.92	<0.001	<0.001	<0.001	<0.003
SB47/MW11	8/27/07	94.74	9.43	85.31	<0.001	<0.001	<0.001	<0.003

NOTES:

1. Greyed cells indicate wells were abandoned or destroyed
2. <0.001 = concentration less than the laboratory reporting limit
3. mg/L = milligrams per Liter
4. **Bold** = concentration above the Tier I Groundwater Cleanup Objective
5. NG = not gauged
6. NS = not sampled
7. NA = not applicable

EXHIBIT C
HIGHWAY AUTHORITY AGREEMENT AREA FIGURE

LEGEND

- LIGHT
- DISPENSER ISLAND
- MONITORING WELL
- SUMP/OBSERVATION WELL
- RECOVERY WELL
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND WATER MAIN LINE
- UNDERGROUND GAS LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND ELECTRIC LINE
- OVERHEAD UTILITIES
- FIBER OPTIC CABLE LINE
- NON-GEOS SOIL BORING
- SOIL BORING
- HAND AUGER
- AREA SUBJECT TO CITY OF WHEATON HIGHWAY AUTHORITY AGREEMENT

NOTE:

GROUNDWATER BENEATH THE SUBJECT PROPERTY IS RESTRICTED FROM USE AS A POTABLE WATER SUPPLY THROUGH THE CITY OF WHEATON GROUNDWATER ORDINANCE.

SOURCE:

1. BASEMAP INFORMATION PROVIDED BY GROUNDWATER & ENVIRONMENTAL SERVICES, INC. DATED 10-1-07 AT A SCALE OF 1"=30'. FILENAME: 05-MMW WHEATON SM GWC.



GRAPHIC SCALE

EXXONMOBILE OIL CORPORATION MOBIL STATION #05-MM1
1000 EAST ROOSEVELT ROAD
WHEATON, ILLINOIS

HAA FOR PRESIDENT STREET

FIGURE



3

PS5

EAST ROOSEVELT ROAD

PRESIDENT STREET

WHEATON
ESTATES

WHEATON ESTATES
BUILDING

SHED

GAS METER

ASPHALT

ENCLOSURE

WHEATON ESTATES
BUILDING

ASPHALT

WHEATON ESTATES
BUILDING

ASPHALT

WHEATON ESTATES
BUILDING

ASPHALT

WHEATON ESTATES
BUILDING

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WHEATON ESTATES
BUILDING

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WHEATON ESTATES
BUILDING

ASPHALT

