STATE OF ILLINOIS  

COUNTY OF COOK  ) SS.

COUNTY OF WILL  )

CLERK'S CERTIFICATE

I, PATRICK E. REA, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 2016-R-005

A RESOLUTION AUTHORIZING AN ENVIRONMENTAL INDEMNITY AGREEMENT (HAA) WITH EXXON MOBIL CORPORATION

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 2nd day of February, 2016, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 2nd day of February, 2016.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker, Brady

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 2nd day of February 2nd, 2016.

[Signature]

Village Clerk
RESOLUTION NO. 2016-R-005

A RESOLUTION AUTHORIZING AN ENVIRONMENTAL INDEMNITY AGREEMENT (HAA) WITH EXXON MOBIL CORPORATION

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Agreement with the Exxon Mobil Corporation, a true and correct copy of such Environmental Indemnity Agreement being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.
Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 2nd day of February, 2016, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker, Brady

NAYS: None

ABSENT: None

APPROVED this 2nd day of February, 2016, by the President of the Village of Tinley Park.

David G. Beaman, Village President

ATTEST:

Patrick E. Rea, Village Clerk
EXHIBIT 1
ENVIRONMENTAL INDEMNITY AGREEMENT

This ENVIRONMENTAL INDEMNITY AGREEMENT is entered into as of the 2nd day of February, 2016, by ExxonMobil Oil Corporation ("Indemnitor") and the Village of Tinley Park, Cook and Will Counties, Illinois (the "Village").

RECATALS

A. WHEREAS, Indemnitor was the owner of certain real property located at 18301 South Harlem Avenue, Tinley Park, Illinois ("Indemnitor's Property"); and

B. WHEREAS, an underground storage tank system, as defined in 40 CFR Part 280 or supplanting federal regulations, owned by Indemnitor or its predecessor in interest ("UST System"), was present on Indemnitor’s Property; and

C. WHEREAS, a release to the environment of petroleum hydrocarbons, including gasoline additives, has occurred in the past at the Indemnitor's Property. Used/waste oil and hydraulic oil may be present on Indemnitor’s Property. (All of the previously mentioned compounds which may include Benzene, Ethylbenzene, Toluene, Xylene and Methyl Tertiary Butyl Ether (MTBE) and those identified in TACO modeling calculations for the groundwater contamination identified at Indemnitor's Property are hereby collectively referred to as "Compounds of Concern"). As a result of said release, the soil and groundwater at the Indemnitor's Property contains detectable concentrations of Compounds of Concern. The groundwater and soil impacted by Compounds of Concern extends beyond the Indemnitor's Property. The Illinois Emergency Management Agency has assigned incident number 902328 to the release at the Indemnitor’s Property; and

D. WHEREAS, the Indemnitor has requested that the Village enter into a Highway Authority Agreement with respect to certain public highways adjacent to the Indemnitor’s Property as identified in Exhibit A (the “Right-of-Way”).

NOW, THEREFORE, in consideration of the terms and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. This Environmental Indemnity Agreement ("Agreement") is not binding upon the Village or the Indemnitor until it is executed by the undersigned representative of the Village of Tinley Park and, prior to execution, this Agreement constitutes an offer by Indemnitor. The duly authorized representative of Indemnitor has signed this Agreement, and this Agreement is binding upon Indemnitor, its successors and assigns once executed by the Village.

2. The Village agrees that it will enter into a Highway Authority Agreement in the form attached as Exhibit A, and this Environmental Indemnity Agreement is intended to supplement the parties’ rights and obligations provided for in the Highway Authority Agreement provided, however, that if the Village does not enter into a Highway Authority Agreement, this Agreement shall be deemed null and void, and Indemnitor shall have no other remedy against the Village.
No breach by the Village, its agents, trustees, employees and its successors in interest of a provision of this Agreement is actionable in law or equity by Indemnitor against the Village, and Indemnitor hereby releases the Village and Village Affiliates (as defined below) from any cause of action it may have against them arising under this Agreement or Environmental Laws (as defined below), regulations or common law.

Specifically, Indemnitor knowingly waives and releases the Village and/or Village Affiliates from any and all claims, debts, dues and obligations of every kind and nature related to the subject matter of this Agreement under the Illinois and United States Constitutions as well as under any federal or state statutes or laws, including but not limited to environmental laws. Indemnitor further waives all remedies (including those which may be available under the Civil Rights Act) which are available to it for the violations of any of the terms of this Agreement, including but not limited to the equitable remedy of specific performance, and agrees not to seek injunctive relief of any sort. Indemnitor covenants not to sue the Village and/or Village Affiliates for a violation of any provision or terms of this Agreement.

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

3. Indemnitor on behalf of itself, its successors and assigns does hereby covenant and agree, at its sole cost and expense, to indemnify, defend and hold the Village and the Village's former, current and future officials, trustees, officers, servants, employees, agents, contractors, successors and assigns (collectively "Village Affiliates"), both in their capacities as Village representatives and as individuals, harmless from and against any loss, actions, responsibilities, obligations, liability, damage (whether direct or consequential), expenses, claims (whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future), penalties, fines, injunctions, suits (including but not limited to suits alleging or related to personal injury and/or death), proceedings, disbursements or expenses (including, without limitation, attorneys' and experts' fees and disbursements and court costs) (collectively, the "Liabilities"), arising under or relating to any Environmental Laws (as defined below), or any other Liabilities which may be incurred by or asserted against any of the Village Affiliates resulting or arising from, alleged to arise from, or caused by, in whole or in part, from the presence of Hazardous Material (as defined below) on, in or from the Indemnitor's Property (including the groundwater thereunder) and/or any condition of any property (including groundwater) or surface water alleged to have been caused by the migration, transportation, release or threatened release of Hazardous Materials on or from the Indemnitor's Property.
Indemnitor shall assume the expense of defending all suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this Agreement. In the event that the Village or any of the Village Affiliates is/are named as a defendant(s) in any lawsuit arising out of the matters to be indemnified under this Agreement, the Village and/or any of the Village Affiliates shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the reasonable costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by Indemnitor pursuant to the indemnification provisions herein. Indemnitor shall pay, promptly upon entry, any nonappealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this Agreement. In the event that such payment is not made, the Village or any Village Affiliate, at their sole discretion, may proceed to file suit against the Indemnitor to compel such payment. Indemnitor also agrees that it will not settle or compromise any action, suit or proceeding covered under this Section 3 without the Village's prior written consent, which consent shall not be unreasonably withheld.

For purposes of this Agreement, "Hazardous Materials" means and includes Compounds of Concern, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials, and any items defined as hazardous, special or toxic materials, substances or waste under any Environmental Law, or any material which shall be removed from property located within the Village of Tinley Park pursuant to any administrative order or enforcement proceeding or in order to place said property in a condition that is suitable for ordinary use. Hazardous Materials shall include each and every element, compound, chemical mixture, contaminant, pollutant, material waste or other substance which is defined, determined or identified as hazardous or toxic under Environmental Law or the release of which is regulated under Environmental Laws. "Environmental Laws" collectively means and includes any present and future local, state, federal or international law, statute, ordinance, order, decree, rule, regulation or treaty relating to public health, safety or the environment (including those laws relating to releases, discharges, emissions or disposals to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use, handling, storage, disposal, treatment, transportation or management of Hazardous Materials) including, without limitation, the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. §6901, et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., the Clean Water Act, 33 U.S.C. §1251, et seq., the Clean Air Act, as amended, 42 U.S.C. §7401, et seq., the Toxic Substances Control Act, 15 U.S.C. §2601, et seq., the Safe Drinking Water Act, 42 U.S.C. §300f, et seq., the Occupational Safety and Health Act, 29 U.S.C. §655, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136, et seq., the National Environmental Policy Act, 42 U.S.C. §4321, et seq., the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001, et seq., and the Illinois Environmental Protection Act, and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereunder.

In addition to the indemnity provided above, if the Village or Village Affiliates encounter any soil or groundwater impacted by Hazardous Materials while working in, on or under or near
the Indemnitor's Property (including but not limited to such areas as within municipal easements and/or Right-of-Ways or on 183rd Street and/or Harlem Avenue (Illinois Route 43) and which are subject to the Highway Authority Agreement between Indemnitor and either the Illinois Department of Transportation (IDOT) or the Village or are found anywhere within the area of the utilities as depicted on Exhibit B, or encounter Hazardous Materials migrating from Indemnitor's Property, the Village has the right to remove contaminated soil or groundwater from the area it is working and intends to do work and to dispose of them as it deems appropriate not inconsistent with applicable Environmental Laws. If Hazardous Materials are found anywhere within the municipal easements and/or Right-of-Ways on 183rd Street and/or Harlem Avenue (Illinois Route 43) which are subject to a Highway Authority Agreement between Indemnitor and either the Illinois Department of Transportation (IDOT) or the Village or are found anywhere within the area of the Village Utilities as depicted on Exhibit B (collectively, "Work Area"), there is a rebuttable presumption that the Hazardous Materials migrated from and are attributable to the Indemnitor's Property.

Prior to taking actions to remove, move or remediate soils or groundwater impacted by Hazardous Materials, 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 in the Work Area 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 Village will endeavor to give the Indemnitor reasonable notice that it intends to perform work in the Work Area that may involve the moving, removing or remediation of soils and/or groundwater impacted by Hazardous Materials. Failure to give notice, however, is not a violation or breach of this Agreement. The removal or disposal shall be based upon the site investigation (which may be modified by field conditions during excavation), which Indemnitor may review or may perform, if requested to do so by the Village. If practicable, as determined by the Village, the Village may request Indemnitor to remove and dispose of the contaminated soil and/or groundwater necessary for the Village's work in advance of that work. In any event, Indemnitor shall reimburse the reasonable costs incurred by the Village to perform the site investigation and to transport and dispose of any contaminated soil or groundwater, which costs shall be reasonably documented. The parties understand and agree that the Village's soil and groundwater removal will be in conjunction and/or associated with other work being done by the Village in, on, under or near the Indemnitor's Property, and part of the purpose of this paragraph is that if Village Affiliate encounters contaminated soil and/or groundwater while working on its utilities, or on a municipal project or otherwise, it will not be responsible in any way for the cost associated with encountering, removing and/or disposing of the contaminated soil and/or groundwater. In addition, it is specifically understood and agreed between the parties that the Village Affiliate will not be identified at any time, in any place, document or manifest as the owner, generator or transporter of contaminated soil or groundwater taken from Indemnitor's Property. If asked, Indemnitor will cooperate with the Village Affiliate in the removal and disposal of such soil and groundwater and will sign all necessary documents and manifests for the proper transportation and disposal of the soil and/or groundwater.

4. This Agreement is intended by the parties hereto to be limited to claims, costs, expenses, causes of action, penalties, Liabilities, losses and damages actually sustained and incurred by the Village Affiliates or for which the Village Affiliates are found to be legally liable
that arise as a consequence of Hazardous Materials that were released or alleged to be released into the environment from the Indemnitor's Property by Indemnitor's prior operations.

5. If requested by the Village, Indemnitor shall reasonably deliver to the Village any and all records, documents (including writings, drawings, graphs, charts, photographs, phono records, and other data compilations from which information can be obtained, translated, if necessary, through detection devices into reasonably usable form), or reports of any kind (including all written, printed, recorded or graphic matter however produced or reproduced and all copies, drafts and versions thereof not identical in each respect to the original) which relate or refer (which means, in addition to their customary and usual meaning, assess or assessing, concern or concerning, constitute or constituting, describe or describing, discuss or discussing, embody or embodying, evidence or evidencing, mention or mentioning and reflect or reflecting) environmental matters and/or conditions associated with the Indemnitor's Property (including the groundwater thereunder), including but not limited to written reports or a site assessment, environmental audits, soil test reports, water test reports, laboratory analysis and documents, reports or writings relating or referring to the Indemnitor's Property provided, however, that nothing in this paragraph shall require the Indemnitor to deliver to the Village those communications and documents that are encompassed by the attorney-client privilege and/or the attorney work product doctrine.

6. Any notice required or permitted to be given to either party shall be deemed to be received by such party (i) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (ii) one (1) business day after deposit with a nationally recognized overnight delivery service guaranteeing next business day delivery, or (iii) upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (iv) on the same business day as transmitted and confirmed by telecopy provided that a confirmation copy is concurrently deposited in United States Certified or Registered Mail, Return Receipt Requested. Such notices shall be addressed to the parties at the following addresses:

If to Indemnitor: ExxonMobil Oil Corporation
22777 Springwoods Village Parkway
Spring, TX 77389
Attn: Claims and Litigation Area Manager

If to the Village: Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
Attn: Scott Niehaus, Village Manager
Facsimile No.: (708) 444-5099

and with a copy to: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive - Suite 1660
Chicago, Illinois 60606-2903
Attn: Dennis G. Walsh
Facsimile No.: (312) 984-6444
or to the parties at such other addresses or telexcopy numbers as they may designate by notice to
the other party as herein provided.

7. This Agreement has been made and delivered in Illinois and shall be construed
according to and governed by the internal laws of the State of Illinois without regard to its
conflict of law rules. If any provision hereof shall be held invalid, prohibited or unenforceable
under any applicable laws of any applicable jurisdiction, such invalidity, prohibition or
unenforceability shall be limited to such provision and shall not affect or invalidate the other
provisions hereof or affect the validity or enforceability of such provision in any other
jurisdiction, and to that extent, the provisions hereof are severable. Whenever possible, each
provision of this Agreement shall be interpreted in such a manner as to be effective and valid
under applicable law.

8. Failure of the Village to require performance of any provision of this Agreement shall
not affect the Village's right to require full performance thereof at any time thereafter, and the
waiver by the Village of a breach of any provision of this Agreement shall not constitute or be
deemed a waiver of a similar breach in the future, or any other breach, or nullify the
effectiveness of such provisions of this Agreement. The rights and remedies of the Village of
this Agreement are cumulative. The exercise or use of any one or more thereof shall not bar the
Village from exercise or use of any other right or remedy provided herein or otherwise provided
by law, nor shall exercise or use of any right or remedy by the Village waive any other right or
remedy. The parties are aware of 42 U.S.C. §9607(c), and waive any rights they may otherwise
have to assert that such statute does not permit, or renders invalid, the waivers or indemnity
provisions contained in this Agreement.

9. This Agreement shall be binding upon the Indemnitor and the Village and their
successors and assigns for so long as any Highway Authority Agreement is required by
Indemnitor as an institutional control as defined by the Environmental Laws. Provided,
however, Indemnitor's duty to indemnify Village shall survive if the Liabilities are incurred
during the effective period of the Highway Authority Agreement. No transfer of Indemnitor's or
the Village's rights or obligations hereunder shall be made without the prior written approval of
the Village's Board of Trustees, which approval shall be within their reasonable discretion.

10. This Agreement constitutes the entire agreement of the parties hereto with respect to
the subject matter hereof. This Agreement may not be amended, modified, revised,
supplemented or restated except by a writing signed by each of the parties hereto. In construing
this Agreement or determining the rights of the parties hereunder, no party shall be deemed to
have drafted or created this Agreement or any portion thereof.

11. Indemnitor will pay and discharge all reasonable costs, attorney's fees and expenses
that shall be made and incurred by the Village in enforcing the covenants and agreements of this
Agreement.

12. The executing representatives of the parties to this Agreement represent and certify
that they are fully authorized to enter into the terms and conditions of this Agreement and to
execute and legally bind that party to it.
IN WITNESS WHEREOF, the parties have executed this Environmental Indemnity Agreement as of the day, month and year first above written.

Village of Tinley Park
By: [Signature]
Name: David G. Seaman
Title: Mayor

ExxonMobil Oil Corporation
By: [Signature]
Name: Scott Wybro
Title: Agent and Attorney in Fact
Exhibit A
HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ___ day of ____________, 20___ pursuant to 35 Ill. Adm. Code 742.1020 by and between (1) ExxonMobil Corporation ("Owner/Operator") and (2) the Village of Tinley Park ("Highway Authority"), collectively known as the "Parties."

WHEREAS, ExxonMobil Corporation is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 18301 Harlem Avenue, Tinley Park, Illinois ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above-referenced underground storage tanks ("the Release"), 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;

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 902328 to the Release.
3. Attached as Exhibit A is a scaled map(s) prepared by 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 A is a table(s) 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.

5. Attached as Exhibit B 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 B is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.

6. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.

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

8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under
permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 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.

9. This agreement shall be referenced in the Agency’s no further remediation determination issued for the Release.

10. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee’s agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing (“Rider”) that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

11. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
12. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.

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

14. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.

15. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, IL 62794-9276

Jewel Cox
Manager, ExxonMobil
Environmental Services Company
875 W. Poplar Avenue, Suite 23, #353
Collierville, Tennessee 38017

David Niemeyer
Village Manager
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477-1628

Timothy Marks
Project Manager
Groundwater & Environmental Services, Inc.
1050 Corporate Blvd, Suite C
Aurora, Illinois 60505
IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

Date: __________________________  Village of Tinley Park, Illinois

By: ____________________________  By: ____________________________

Date: __________________________  Owner/Operator

ExxonMobil Corporation

By: ____________________________  Name: Scott Wybro

Title: Agent and Attorney in Fact
UST OWNER/OPERATOR
HIGHWAY AUTHORITY AGREEMENT
INITIAL INFORMATION FORM
FOR LEAKING UNDERGROUND
STORAGE TANKS SITES

OVERVIEW
The purpose of this document is to notify the Village of Tinley Park of the extent of hydrocarbon impact within soil and/or groundwater and to provide the necessary initial information needed to enter into a highway authority agreement, pursuant to 35 IAC 742.1020.

Application Information

UST Owner: ExxonMobil Oil Corporation
Address: 22777 Springwood Village Parkway
         Spring, TX 77389
         Attention: Acquisitions, Trades and Sales Area Manager

Operator (if different)
Address:
Telephone: 703-846-5994
Fax No: 703-849-5257
Authorized Signature of Owner: Scott Wybro, Area Manager
Authorized Signature of Operator (if different)

Applicants Attorney
Name: ExxonMobil Oil Corporation
C/o: Claims and Litigation Area Manager
Address: 22777 Springwoods Village Parkway
         Spring, TX 77389
Telephone: 703-846-6076
Attn: Claims and Litigation Area Manager

Environmental Consultant
Name: Groundwater & Environmental Services, Inc.
Address: 1050 Corporate Blvd. Suite C
         Aurora, IL 60504
Telephone: 630-585-5156
Attn: Brian Jarzyna

Property Adjacent to Right-of-Way
Mobil Service Station #05-BCK
18301 South Harlem Avenue
Tinley Park, Cook County, Illinois

Right-of-Way(s) requiring Highway Agreement
Address:
18301 South Harlem Avenue

(Potential)
Regulatory Information
IEMA Number: 902328
IEPA Project Manager: Melinda Weller
IEPA Status: Conditional Approval

Check One or Both:
☐ Soil Impact in Right-of-Way
☒ Groundwater Impact in Right-of-Way

Other: ______
Sampling in the Right-of-Way

☑ Right-of-Way Sampled
☐ Right-of-Way impractical to sample (Sampling was done adjacent to Right-of-Way).

Person(s) to be Notified in Agreement

Name: ExxonMobil Oil Corporation
Address: 22777 Springwoods Village Parkway
Spring, TX 77389
Attn: Claims and Litigation Area Manager

Nature and extent of Hydrocarbon Impact Information – For Exhibit A

The closure report/closure response letter will document the nature and extent of hydrocarbon impact in the right-of-way.

Soil: Refer to Figure 1 – Estimated Soil Impact Map
Groundwater: Refer to Figure 2 - Estimated Groundwater Impact Map

Sampling results may be shown in the figures or may be included in Exhibits.

Area Covered by Highway Authority Agreement – For Exhibit B

(Check One)

☑ Refer to Figure 3 – Proposed Highway Authority Agreement Location Map
☐ Location not proposed (The Department will draw map based on Figure 1 and 2.)

Attachments:

☑ Figure 1 – Estimated Extent of Soil Impact Map
☑ Figure 2 – Estimated Extent of Potential Groundwater Impact Map
☑ Figure 3 – Proposed Highway Agreement Location Map
☐ Closure Report
☐ Other – Table 1 Soil BTEX Analytical Results Summary
☑ Table 2 BTEX and Groundwater Elevation Data
Table 1
Soil Analytical Results
Former Mobil Station #05-BCK
18301 South Harlem Avenue
Tinley Park, Will County, Illinois

<table>
<thead>
<tr>
<th>Tier 1 Exposure Routes and Remediation Objectives</th>
<th>Benzene (mg/kg)</th>
<th>Toluene (mg/kg)</th>
<th>Ethylbenzene (mg/kg)</th>
<th>Total Xylenes (mg/kg)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCGIER - Class II Groundwater</td>
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### Table 1
Soil Analytical Results

Former Mobil Station #05-BCK
18301 South Harlem Avenue
Tinley Park, Will County, Illinois

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<tr>
<th>Tier 1 Exposure Routes and Remediation Objectives</th>
<th>Benzene (mg/kg)</th>
<th>Toluene (mg/kg)</th>
<th>Ethylbenzene (mg/kg)</th>
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<table>
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<th>Sample Location</th>
<th>Sample Date</th>
<th>Sample Depth (feet bgs)</th>
<th>Benzene (mg/kg)</th>
<th>Toluene (mg/kg)</th>
<th>Ethylbenzene (mg/kg)</th>
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**Notes:**
1) SCGIER = soil component of the groundwater ingestion exposure route
2) bgs = below land surface
3) <0.002 = concentration less than the laboratory reporting limits
4) mg/kg = milligrams per kilogram
5) **Bold** = concentrations above the Tier 1 soil remediation objectives
6) Soil samples were analyzed for benzene, toluene, ethylbenzene, and total xylenes (BTEX) using United States Environmental Protection Agency Methods 8020, 8020 Modified, 8020A, or 8021B/5035
7) Shaded cells indicate sample locations that have been resampled
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Notes:
1) GCEGHER = groundwater component of the groundwater ingestion exposure route
2) <0.001 = concentrations less than the laboratory reporting limit
3) mg/L = milligrams per Liter
4) Bold indicates a concentration above the Tier 1 groundwater remediation objective
5) B = below land surface
6) Groundwater samples were analyzed for benzene, toluene, ethylbenzene, and total xylenes (BTEX) using United States Environmental Protection Agency Methods 502, 8020, 8020A Modified, or 821B