THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2018-R-005

A RESOLUTION AUTHORIZING A HIGHWAY AUTHORITY AGREEMENT (HAA)
WITH 7-ELEVEN, INC.

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
MICHAEL J. MANGIN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
RESOLUTION NO. 2018-R-005

A RESOLUTION AUTHORIZING A HIGHWAY AUTHORITY AGREEMENT (HAA) WITH 7-ELEVEN, INC.

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 Highway Authority Agreement with the 7-Eleven, Inc., a true and correct copy of such Highway Authority 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 20th day of February, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Younker, Pannitto, Berg, Brady, Glotz, Mangin

NAYS: None

ABSENT: None

APPROVED this 20th day of February, 2018, by the President of the Village of Tinley Park.

[Signature]

Village President

ATTEST:

[Signature]

Village Clerk
STATE OF ILLINOIS         
COUNTY OF COOK           SS
COUNTY OF WILL           

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will
and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2018-R-005, "HIGHWAY AUTHORITY AGREEMENT (HAA) WITH 7-ELEVEN, INC," which
was adopted by the President and Board of Trustees of the Village of Tinley Park on February 20, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the Village of Tinley Park this _____ day of ___________________ 2018.

KRISTIN A. THIRION, VILLAGE CLERK
EXHIBIT 1

HIGHWAY AUTHORITY AGREEMENT (HAA) WITH 7-ELEVEN, INC.
HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this 20th day of February, 2018 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) 7-Eleven, Inc. ("7-Eleven") ("Owner/Operator") and (2) the Village of Tinley Park, Illinois, an Illinois body politic and corporate, acting by and through its Chair and Village Board ("Highway Authority"), collectively known as the "Parties:"

WHEREAS, 7-Eleven, Inc. is the owner or operator of one or more leaking underground storage tanks formerly located at 16658 South Oak Park Avenue, Tinley Park, Illinois, 60477 ("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 groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and 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 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 numbers 20091227 and 20140526 to the Releases.

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 Releases.

4. Attached as Exhibit B are tables 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 B are identified on the map(s) in Exhibit A.
5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority’s right-of-way that is governed by this agreement (“Right-of-Way”). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.

6. 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 Releases.

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 Releases. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.

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 the following addresses:

Manager, Division of Remediation
Management Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, IL 62974-9276

Owner/Operator
7-Eleven, Inc.
Attn: Mr. Jose Rios
P.O. Box 711 (Loc. 0148)
Dallas, Texas 75221-0711

Highway Authority
Village of Tinley Park Public Works
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

Page 3 of 4
IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

ATTEST:

Title:

7-Milech Inc.

By

Printed Name: Jose Rios

Title: Manager Environmental Services

Date: 10/23/2001

RECOMMENDED FOR EXECUTION

By

Mr. Kevin Workowski
Public Works Director
Village of Tinley Park Public Works

VILLAGE OF TINLEY PARK

By

Jacob C. Vandenberg
Village President
Village of Tinley Park

(Source: Added at 31 Ill. Reg. 4063, effective February 23, 2007)
IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

7-Eleven, Inc.

By: [Signature]
Printed Name: Jose Rios
Title: Manager, Environmental Services
Date: 10/2/2017

RECOMMENDED FOR EXECUTION

By: [Signature]
Mr. Kevin Workowski
Public Works Director
Village of Tinley Park Public Works

ATTEST:

Village Clerk
Village of Tinley Park

VILLAGE OF TINLEY PARK

By: [Signature]
Mr. David J. Niemeyer
Village Manager
Village of Tinley Park

(Source: Added at 31 Ill. Reg. 4063, effective February 23, 2007)
### EXHIBIT B  
#### TABLE 1  
Summary of Soil BTEX/MTBE Results  
Former 7-Eleven Store No. 24598  
16658 South Oak Park Avenue  
Tinley Park, Illinois

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Date</th>
<th>Depth, feet bgs</th>
<th>PID (ppm t/ VOCs)</th>
<th>Benzene</th>
<th>Ethylbenzene</th>
<th>Toluene</th>
<th>Total Xylenes</th>
<th>MTBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>HA-1</td>
<td>12/11/2009</td>
<td>4-5'</td>
<td>7.4</td>
<td>&lt;0.0049</td>
<td>&lt;0.0049</td>
<td>&lt;0.0049</td>
<td>&lt;0.013</td>
<td>&lt;0.0049</td>
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<td>HA-2</td>
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<td>4-5'</td>
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<td>4-5'</td>
<td>953</td>
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<td>4-5'</td>
<td>953</td>
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<td>2-4'</td>
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<td>5/7/2014</td>
<td>8</td>
<td>257</td>
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<td>8.7</td>
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<td>&lt;0.0043</td>
<td>&lt;0.0043</td>
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<td>0.003 J</td>
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<td>&lt;0.015</td>
<td>&lt;0.015</td>
<td>0.032</td>
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<td>&lt;0.013</td>
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<td>0.017 J</td>
<td>&lt;0.020</td>
<td>0.079</td>
<td>&lt;0.16</td>
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<td>ESW-N (6)*</td>
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<td>&lt;0.017</td>
<td>&lt;0.017</td>
<td>&lt;0.034</td>
<td>&lt;0.13</td>
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<tr>
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<td>5/8/2014</td>
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<td>&lt;0.015</td>
<td>&lt;0.015</td>
<td>&lt;0.015</td>
<td>&lt;0.030</td>
<td>&lt;0.12</td>
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<tr>
<td>SSW-W (8)*</td>
<td>5/8/2014</td>
<td>8</td>
<td>9.2</td>
<td>&lt;0.017</td>
<td>&lt;0.017</td>
<td>&lt;0.017</td>
<td>&lt;0.034</td>
<td>&lt;0.14</td>
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<td>&lt;0.033</td>
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<tr>
<td>SB-W (13)*</td>
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<td>SB-E (13)*</td>
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<td>8.2</td>
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<td>&lt;0.11</td>
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<td>P-1 (3)</td>
<td>5/8/2014</td>
<td>3</td>
<td>8.3</td>
<td>20</td>
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<td>38</td>
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<tr>
<td>P-2 (3)</td>
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<td>242</td>
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<td>D-1 (4)</td>
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<td>D-2 (4)</td>
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<td>0.038</td>
<td>&lt;0.13</td>
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<td>MW-5 (4-5)*</td>
<td>12/22/2014</td>
<td>4-5'</td>
<td>0.0</td>
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<td>&lt;0.0049</td>
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<td>&lt;0.0093</td>
<td>&lt;0.0049</td>
</tr>
</tbody>
</table>
### EXHIBIT B

#### TABLE 1

**Summary of Soil BTEX/MTBE Results**

Former 7-Eleven Store No. 24598  
16558 South Oak Park Avenue  
Tinley Park, Illinois

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Date</th>
<th>Depth, feet bgs</th>
<th>PID (ppm tf VOCs)</th>
<th>Benzene</th>
<th>Ethylbenzene</th>
<th>Toluene</th>
<th>Total Xylenes</th>
<th>MTBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SB-8 (1'-2')</td>
<td>12/22/2014</td>
<td>1'-2'</td>
<td>1.7</td>
<td>&lt;0.0046</td>
<td>0.011</td>
<td>&lt;0.0045</td>
<td>0.064</td>
<td>&lt;0.0046</td>
</tr>
<tr>
<td>MW-7 (4'-5')</td>
<td>12/22/2014</td>
<td>4'-5'</td>
<td>29.3</td>
<td>&lt;0.0041</td>
<td>&lt;0.0041</td>
<td>&lt;0.0041</td>
<td>&lt;0.0041</td>
<td>&lt;0.0041</td>
</tr>
<tr>
<td>MW-4 (1'-2')</td>
<td>12/22/2014</td>
<td>1'-2'</td>
<td>8.7</td>
<td>&lt;0.0044</td>
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<tr>
<td>MW-6 (3'-4')</td>
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<td>3'-4'</td>
<td>16.1</td>
<td>&lt;0.0056</td>
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<td>&lt;0.0056</td>
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<tr>
<td>SB-9 (4')</td>
<td>5/19/2016</td>
<td>4</td>
<td>10.1</td>
<td>&lt;0.0024</td>
<td>0.0012 J</td>
<td>0.0022 J</td>
<td>0.0045 J</td>
<td>&lt;0.0024</td>
</tr>
<tr>
<td>MW-8 (3')</td>
<td>5/19/2016</td>
<td>3</td>
<td>5.2</td>
<td>&lt;0.0021</td>
<td>&lt;0.0021</td>
<td>&lt;0.0021</td>
<td>&lt;0.0063</td>
<td>&lt;0.0021</td>
</tr>
</tbody>
</table>

**Tier 1 Soil Remediation Objective for the Soil Component of Groundwater Ingestion Exposure Route for Class I Groundwater**  
0.03  13  12  150  0.32

**Tier 1 Residential Soil Remediation Objective for the Soil Inhalation Exposure Route**  
0.8  400  1  650  1  320  1  880  1

**Tier 1 Residential Soil Remediation Objective for the Soil Ingestion Exposure Route**  
12  7,800  16,000  16,000  780

**Tier 1 Construction Worker Soil Remediation Objective For the Soil Inhalation Exposure Route**  
2.2  58  42  5.6  140

**Tier 1 Construction Worker Soil Remediation Objective For the Soil Ingestion Exposure Route**  
2,300  20,000  410,000  41,000  2,000

**Notes:**

- All soil concentrations are reported in milligrams per kilogram (mg/kg)

- The Soil Saturation Limit (C_{sat}) is lower than than the Tier 1 Soil Inhalation Exposure Route Remediation Objective. The C_{sat} Limits for ethylbenzene, toluene, total xylenes, and MTBE are 350 mg/kg, 580 mg/kg, 280 mg/kg, and 8,400 mg/kg, respectively. (742 Appendix A Table A)

- * = Sample collected below the observed groundwater table

- Bold values indicate that sample result exceeds the applicable Tier 1 Remediation Objective

- Tier 1 Residential Soil Remediation Objectives are from 35 IAC 742 Appendix B; Table A

- Tier 1 Construction Worker Soil Remediation Objectives are from 35 IAC 742 Appendix B; Table B

- bgs = below ground surface

- MTBE = methyl tertiary butyl ether

- PID = photoionization detector

- ppm tf VOCs = parts per million total volatile organic compounds
<table>
<thead>
<tr>
<th>Monitoring Well</th>
<th>Date</th>
<th>Benzene</th>
<th>Ethylbenzene</th>
<th>Toluene</th>
<th>Total Xylenes</th>
<th>MTBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MW-1</td>
<td>5/4/2012</td>
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<td>1/19/2015</td>
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<tr>
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**Class I Groundwater Remediation Objectives**

|            | 0.005 | 0.7 | 1 | 10 | 0.070 |

**Notes:**

All groundwater concentrations are reported in milligrams per liter (mg/L).

**Bold** values indicate that sample result exceeds the Class I Groundwater Remediation Objective.

< = Indicates not detected above the laboratory method detection limit.

MTBE = methyl tertiary butyl ether