Schad, Patrick F.

From: Schad, Patrick F.

Sent: Monday, September 17, 2007 10:16 AM

To: 'Hirschbuehler, Alicia A'

Subject: RE: Highway Authority Agreement

The County filed the document and it is stamped.

I have a copy. I am sorry for the delay.

I will make a note to myself and ask our office clerks to mail it tomorrow morning.

From: Hirschbuehler, Alicia A [mailto:aahirschbuehler@terracon.com]

Sent: Monday, September 17, 2007 10:11 AM

To: Schad, Patrick F.

Subject: RE: Highway Authority Agreement

Can you tell me if the County Recorder has filed the report and sent a copy with the Recorder's Stamp? We have not received one.

Thank you, Alicia

From: Schad, Patrick F. [mailto:Patrick.Schad@illinois.gov]

Sent: Friday, July 13, 2007 8:37 AM

To: Hirschbuehler, Alicia A

Cc: Branham, Meredith; Myers, John

Subject: RE: Highway Authority Agreement

Dear Alicia,

The Highway Authority ordinance is being mailed today (July 13) by our Director of Public Works, Meredith Branham (217-341-3418).

Please return it to the Village (116 E Mulberry, Chatham IL 62629) after acquiring signatures.

Our attorney (John Myers) or I will file the ordinance with the County Recorder, and then you'll be sent a copy with the Recorder's Stamp.

Please keep in mind, because of their work load it takes a few days for the County Recorder of Deeds to file and return documents.

Sincerely, Pat Schad, Village Clerk Chatham, Illinois 62629 217-720-3429

From: Hirschbuehler, Alicia A [mailto:aahirschbuehler@terracon.com]

Sent: Thursday, July 12, 2007 3:33 PM

To: Schad, Patrick F.

Subject: RE: Highway Authority Agreement

Sorry about that. If it is sent to me I will make sure the proper signatures get on it. I will be on vacation next week, but will instruct my office manager on what to do.

Thank you Alicia

From: Schad, Patrick F. [mailto:Patrick.Schad@illinois.gov]

Sent: Thursday, July 12, 2007 3:21 PM

To: Hirschbuehler, Alicia A

Subject: RE: Highway Authority Agreement

Alicia,

I tried filing the Highway Authority Agreement Ordinance with the Sangamon County Recorder of Deeds but the signature of the "Asset Manager" is missing.

I'm sorry, this should have been handled correctly while I was vacationing - but that's another story. Who can I send the ordinance to for the signature? Then it needs to be returned to me for filing.

Thanks
Pat Schad, Village Clerk
Chatham IL.
217-720-3429

From: Hirschbuehler, Alicia A [mailto:aahirschbuehler@terracon.com]

Sent: Monday, July 09, 2007 7:34 AM

To: Schad, Patrick F.

Subject: RE: Highway Authority Agreement

Thank you for the guick response. I will let you know when I receive it.

Thank you, Alicia

From: Schad, Patrick F. [mailto:Patrick.Schad@illinois.gov]

Sent: Monday, July 09, 2007 7:25 AM

To: Hirschbuehler, Alicia A; Meredith Branham

Cc: Myers, John

Subject: RE: Highway Authority Agreement

Alicia,

I am the Chatham Village Clerk and have returned from vacation.

I have the Highway Authority Agreement Ordinance and will record it with the Sangamon County Recorder of Deeds this afternoon.

I will send you a copy of the agreement, stamped by the Recorder of Deeds, ASAP.

Pat Schad Chatham Village Clerk 217-720-3429

From: Hirschbuehler, Alicia A [mailto:aahirschbuehler@terracon.com]

Sent: Tuesday, July 03, 2007 11:14 AM

To: Meredith Branham **Cc:** Schad, Patrick F.

Subject: RE: Highway Authority Agreement

Meredith,

Can you please let me know how to obtain copies of the signed agreement?

Thank you,

Alicia

From: John Myers [mailto:jmyers@springfieldlaw.com]

Sent: Tuesday, July 03, 2007 11:10 AM

To: Hirschbuehler, Alicia A

Cc: Meredith Branham; Schad, Patrick F. **Subject:** Re: Highway Authority Agreement

Alicia:

It was approved by ordinance last Tuesday night (unsigned copies attached). You might check with Meredith Branham to find out what happened to it after that, but the memorandum of agreement should have been recorded with the Recorder of Deeds, and a signed copy of the agreement returned to you. Our regular clerk, Pat Schad, was out of town, so the deputy clerk who filled in may not have gotten that accomplished.

Thanks.

John Myers

Hirschbuehler, Alicia A wrote:

Mr. Meyers,

Just writing to check on the Highway Authority Agreement you present to the Village of Chatham for the Henry Technologies site. Any information you can give me on the status of this would be helpful.

Thank you, Alicia

Alicia Hirschbuehler
Project Engineer I Environmental Services
Terracon
2212 Welsch Industrial Court I St. Louis, Missouri 63146
P 314-692-8811 I F 314-692-8810 I M 314-952-8318
aahirschbuehler@terracon.com I www.terracon.com

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John M. Myers Rabin, Myers & Hanken, P.C.

1300 South Eighth St. Springfield, IL 62703

217.544.5000 217.544.5017 (fax)

8/17/2007 Pat-Here's the original recorded copy for the Village files. I hanks, Dawn Capranica Mailed to alicia V-Terracon 2212 Welsh Industril Ct. St. Jours 63146 9/17/07

July 23, 2007



11600 Lilburn Park Road Saint Louis, Missouri 63146 Phone 314.692.8811 Fax 314.692.8810 www.terracon.com

Mr. Don Jeziorski Hendricks Development Group 655 Third Street, Suite 301 Beloit, WI 53511

Re:

Highway Authority Agreement

Henry Technologies 701 South Main Street

Chatham, Sangamon County, Illinois Terracon Project No. 15077022

Mr. Jeziorski:

Attached find the Highway Authority Agreement (HAA) which was approved by the Village of Chatham for the above referenced site. Please sign the HAA, where indicated. Once you have signed the HAA, please submit the original to the Village of Chatham in the enclosed envelope.

Should you have any questions regarding this site, please contact either myself or Mr. Catlin at (314) 692-8811.

Sincerely,

Terracon

Alicia Hirschbuehler

Project Engineer

Μatt A. Catlin, P.E

Office Manager

Ordinance No. 07- 28

AN ORDINANCE APPROVING A HIGHWAY AUTHORITY AGREEMENT WITH HENDRICKS DEVELOPMENT GROUP

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That certain Highway Authority Agreement by and between the Village of Chatham and Hendricks Development Group, a copy of which is attached hereto, is hereby approved.

SECTION 2: The President is authorized and directed to execute said Highway

Authority Agreement on behalf of the Village, and the proper officers of the Village are

directed to carry out the Agreement by its terms.

SECTION 3: This Ordinance is effective immediately.

PASSED this 26 day of JUNE, 2007.

VILLAGE PRESIDENT

NOIS

ATTEST:

Karl 2, Tooth
Village Clerk

AYES: HERR, SCHATTEMAN, BOYLE,
REYNOLDS, MCGRATH, KAYANAGH

NAYS: 0

PASSED: 6-2

APPROVED: <u>6-26-07</u>

ABSENT: 0

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this day of June, 2007 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1)Hendricks Development Group ("Property Owner") and (2)Village of Chatham ("Highway Authority"), collectively known as the "Parties."

WHEREAS, Hendricks Development Group is the owner of the property located at 701 South Main Street, Chatham, Illinois ("the Site");

WHEREAS, as a result of one or more releases of contaminants at the above referenced Site ("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. Attached as Exhibit A is a scaled map(s) prepared by the Property Owner 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(s).
- 3. Attached as Exhibit B is a table(s) prepared by the Property Owner 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.
- 4. Attached as Exhibit C is a scaled map prepared by the Property Owner 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.
- 5. 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.
- 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.
- This Agreement does not limit the Highway Authority's ability to construct, reconstruct, improve, repair, maintain and operate a highway upon its property or to allow others to use the highway Right-of-Way by permit. To that extent, the Highway Authority 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. Prior to taking any such action, the Highway Authority will first give Property Owner written notice, unless there is an immediate threat to the health or safety to any individual or to the public, that it intends to perform a site investigation in the Right-of-Way and remove or dispose of contaminated soil or groundwater to the extent necessary for its work. The removal or disposal shall be based upon the site investigation (which may be modified by field conditions during excavation). A copy of the site investigation report will be provided to Property Owner, if practicable; as reasonably determined by the Highway Authority. The Highway Authority may provide Property Owner with an opportunity to perform the Site investigation and to remove and dispose of the contaminated soil and/or groundwater necessary for the Highway Authority's work in advance of that work. The Property Owner shall reimburse the reasonable costs incurred by the Highway Authority to perform the site investigation and to dispose of any contaminated soil or groundwater; provided, however, that if notice to Property Owner has not been given and there was no immediate threat to health or safety, reimbursement for those costs shall be limited to \$10,000.00. There is a rebuttable presumption that the Contaminants found in the highway Right-of-Way arose from the release of Contaminants from the Site. Should Property Owner not reimburse the reasonable costs under the conditions set forth herein, this Agreement shall be null and void, at the Highway Authority's option, upon written notice to Property Owner by the Highway Authority that those costs have not been reimbursed. Property Owner may cure that problem within twenty working days by making payment; or may seek to enjoin that result. Property Owner's obligations and rights pursuant to this paragraph 8 are a covenant running with the Site, the legal description of which is part of a Memorandum of Agreement attached hereto as Exhibit

D, and are binding upon and inure to the benefit of all subsequent owners. The Village shall record a memorandum of this Agreement in the form attached as Exhibit D with the Recorder of Deeds of Sangamon County, Illinois at Property Owner's cost.

- 9. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).
- 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(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.
- 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 Property Bureau of Land Illinois Environmental Protection Agency P.O. Box 19276 Springfield, IL 62974-9276

Mr. Tom Gray, Mayor of Village of Chatham 116 E Mulberry Chatham, Illinois 62629 Hendricks Development Group 655 Third Street, Suite 301 Beloit, WI 53511 IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

Village of Chatham

Date: 6-26-07

By: World D.K.

Its: Mayor

By:_

Hendricks Development Group

Don Jeziorski

Date: 7-25-07

Title: Asset Manager

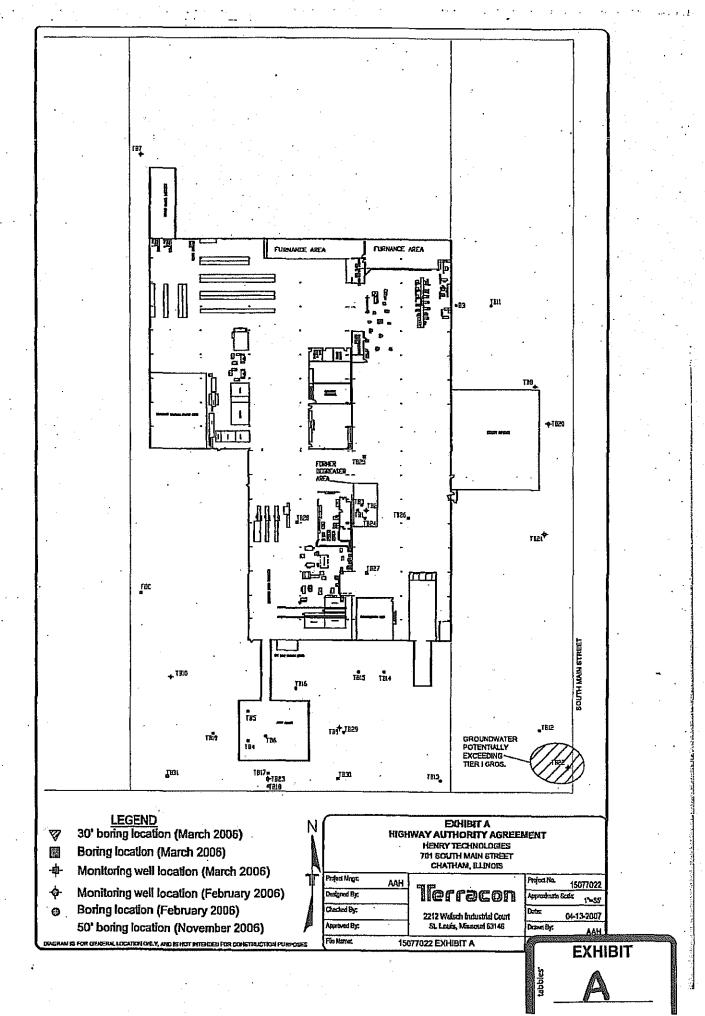


EXHIBIT B - HIGHWAY AUTHORITY AGREEMENT GROUNDWATER ANALYTICAL RESULTS HENRY TECHNOLOGIES CHATHAM, ILLINOIS 15077022

	·	the state of the s	***************************************	•	<u></u>						**************************************	Tier 1 Groundwater Remediation
SAMPLE ID		TB2	TB7	TB8	TB9	TB10	TB20	TB21	TB22	TB23	B-3	Objective Class II
Volatile Organic Analytical Parameters	Units	. ,	101	100	- (100	1010	1DIO	1081		1040		0140011
71-55-6 11.1.1-Trichloroethane	mg/L	<0.001	<0.001	<0.001	0.0059	<0.001	0.0058	<0.001	<0.001	0.0013	0,0063	·1
79-00-5 1,1,2-Trichlorcethana	mg/L	<0.001	<0.001	<0.001	0.0018	<0.001	< 0.001	<0,001	<0.001	<0,001	<0.001	0.05
75-34-3 1,1-Dichloroethana	rng/L	0,332	<0.001	0.0014	0.0039	<0,001	0.01	0.0092	0.0105	0.0038	0.007	3,5
75-35-4 1,1-Dichloroethene	mg/L	0.357	<0.001	0.002	0.0114	<0.001	0.0697	0.0021	0.0034	0.0057	0.019	0.035
78-93-3 2-Butanone (MEK)	mg/L	0,252	<0.010	<0.010	<0.010	<0,010	<0.001	<0.001	<0.001	<0.001	<0.001	4.2
71-43-2 Benzene	mg/L	<0,001	<0.001	<0.001	0.0044	<0.001	<0.001	<0.001	0.0012	0.0048	<0.001	0.025
67-66-3 Chloroform	mg/L	<0.001	<0.001	<0.001	0.0015	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	0.001
156-59-2 cis-1,2-Dichlorgethene	mg/L	0,973	<0,001	0.0352	0,905	<0.001	0.0203	<0.001	0,335	1.36	0.0054	0.2
108-88-3 Toluene	mg/L	<0,001	<0.001	<0.001	<0.001	<0.001	<0.001	<0,001	<0,001	0,0019	<0.001	2.5
156-60-5 trans-1,2-Dichloroethene	mg/L	<0.001	<0.001	<0.001	0,003	<0.001	~ <0.001	<0,001	0,0026	0.006	<0.001	0.5
79-01-6 Trichloroethene	mg/L	1.82	<0.001	0.0116	2.74	<0.001	0.0057	<0.001	0.207	1,27	0.0023	0,025
76-01-4 Vinyl Chloride	mg/L	0,183	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	0.0108	<0.001	<0.001	0.01

Notes:

Only those constituents with detections are included on this table, mg/L - milligram per liter (parts per million (ppm)).

Bold indicates detection was above Class II GRO.

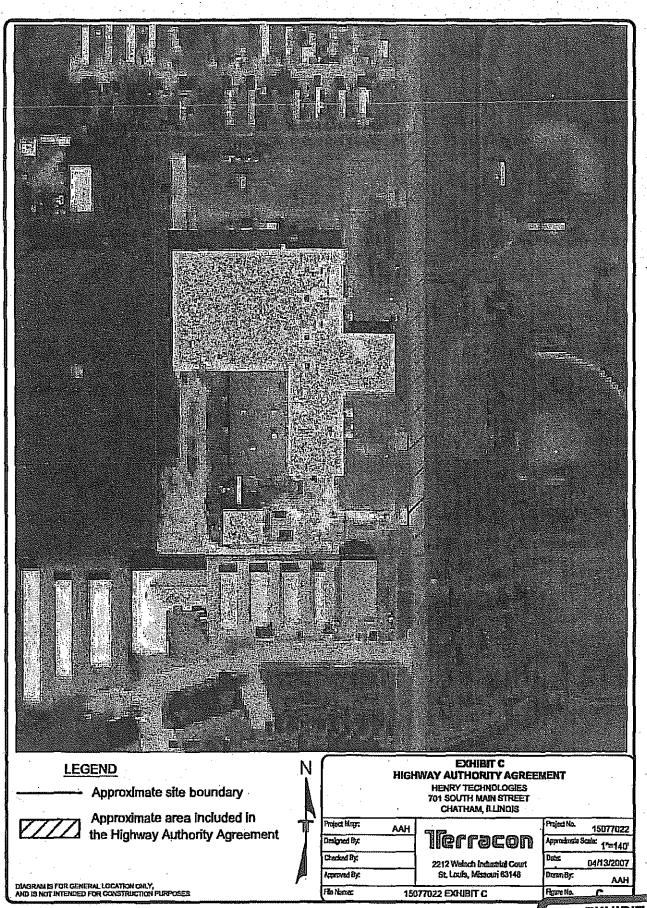
Italics indicates sample was collected by Solutech (November 2005).

Remediation Objectives from 35 Illinois Administrative Code Chapter 742: Tiered Approach to Corrective Action Objectives (TACO), February 5, 2002.

Remediation Objectives for Non-TACO Compounds from IEPA Toxicity Assessment Unit, October 1, 2004.



2 5 2 5 3 8 50 50 50 Ship



EXHIBIT

C

Send to partschool

* 2 0 0 7 R 3 0 2 1 7 * 2007R30217

08/09/2007 REC FEE:

02:03PM

REC REST FEE: GIS FEE:

E: 4.00

GIS REST FEE: TOTAL:

1.00 \$29.00

PAGES:

3 F110

DELLA

MARY ANN LAMM SANGAMON COUNTY RECORDER

(This Space for Recorder's Use Only)

MEMORANDUM OF AGREEMENT AFFECTING LAND

Tax I.D. of land affected: 28-13.0-200-034

Legal Description: Attached

(hereinafter referred to as "Affected Property")

Record Owners: Hendricks Development Group

PLEASE TAKE NOTICE that a Highway Authority Agreement pursuant to 35 Ill. Adm. Code 742.1020 was entered into by and between the Village of Chatham, Illinois, and the Record Owner on June 26, 2007, relating to the Affected Property, which, by its terms, requires Record Owners to pay for any future required soil or groundwater remediation of land underlying certain areas of South Main Street in the vicinity of the Affected Property in the Village of Chatham, as set forth therein. The Highway Authority Agreement is a covenant running with the Affected Property and is binding upon all subsequent owners thereof.

VILLAGE OF CHATHAM, ILLINOIS

John M. Myers, its attorney

Page 1 of 2

EXHIBIT

LOAN POLICY (1992) SCHEDULE A (CONTINUED)

POLICY NO.: 1271 710099575 SPR

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

Part of the Northeast Quarter of Section 13, Township 14 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows: Commencing at a stone at the Northeast corner of the Northeast Quarter of the Northeast Quarter of said Section 13; thence South 0 degrees 06 minutes 17 seconds East, 934.06 feet along the East line of said Section to an iron pin and the true point of beginning; thence South 0 degrees 06 minutes 17 seconds East, 750.00 feet continuing along said East Section line to an iron pin; thence South 89 degrees 46 minutes 13 seconds West, 1033.73 feet to an iron pin on the East line of the G.M.& O. Railroad; thence North 20 degrees 45 minutes 00 seconds East, 661.02 feet along said East Railroad line to an iron pin; thence North 89 degrees 51 minutes 24 seconds East, 237.40 feet along a fence to an iron pin; thence North 0 degrees 06 minutes 17 seconds West, 134.00 feet to an iron pin; thence North 89 degrees 51 minutes 23 seconds East, 561.00 feet along a fence to the true point of beginning, containing 14.69 acres, more or less. EXCEPTING THEREFROM that part lying West of a line lying parallel with and 2 rods East of the Easterly line of the right of way of the Chicago and Alton Railroad.

Except all coal, minerals and mining rights heretofore conveyed or reserved of record.

Also being known as and described as follows: Part of the Northeast Quarter of Section 13, Township 14 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows: Commencing at a stone at the Northeast corner of the Northeast Quarter of the Northeast Quarter of said Section 13; thence South 0 degrees 06 minutes 17 seconds East, 934.06 feet along the East line of said Section to an iron pin; thence South 89 degrees 51 minutes 23 seconds West 33.00 feet to an iron pin at the point of beginning; thence South 0 degrees 06 minutes 17 seconds East along the West line of a right-of-way dedication to the Village of Chatham, recorded November 5, 1997 as Document No. 97-46461, 750.05 feet to an iron pin; thence South 89 degrees 46 minutes 36 seconds West 966.96 feet to an iron pin; thence along a line parallel with and two rods East of the Easterly line of the right-of-way of the Chicago and Alton Railroad (now Illinois Central Gulf Railroad), North 20 degrees 44 minutes 21 seconds East 660.95 feet to an iron pin; thence North 89 degrees 53 minutes 58 seconds East 204.19 feet to an iron pin; thence North 0 degrees 06 minutes 17 seconds West 134.00 feet to an iron pin; thence North 89 degrees 51 minutes 23 seconds East 527.59 feet to the point of beginning.

Situated in SANGAMON COUNTY, ILLINOIS.

701 South Main Chatlam, Il

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

LPOLA292

SIGNED AND ACKNOWLEDGED BEFORE ME THIS M_ DAY OF _

OFFICIAL SEAL DAWN N. CAPRANICA
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires June 23, 2010

Notary Public

Prepared by & Return To:

John M. Myers Rabin, Myers & Hanken, P.C. 1300 South 8th Street Springfield, Illinois 62703

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 07-28 adopted by the President and Board of Trustees of said Village on the 4 day of 500, said Ordinance being entitled:

AN ORDINANCE APPROVING A HIGHWAY AUTHORITY AGREEMENT WITH HENDRICKS DEVELOPMENT GROUP

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this day of June, 2007.

Village Člerk