US EPA RECORDS CENTER REGION 5
434101

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:

Lindsay Light II Operable Unit 13
455 North Park Drive
Chicago, Illinois

Respondent:

New Water Park LLC

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION

Docket No. V-W-12-C-996

Proceeding Under Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent (Settlement Agreement) is entered into voluntarily by the United States Environmental Protection Agency (U.S. EPA) and Respondent. This Settlement Agreement provides for the performance of removal actions by Respondent and the payment of certain response costs incurred by the United States at or in connection with the property designated Lindsay Light Operable Unit (OU 13) located at 455 North Park Drive in Chicago, Cook County, Illinois, the "Site."

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622. This authority has been delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Regional Administrators by the U.S. EPA Delegation Nos. 14-14-A, 14-14-C and 14-14-D, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D.

3. The U.S. EPA has notified the State of Illinois (the State) of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. The U.S. EPA and Respondent recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondent does not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV (Findings Of Fact) and V (Conclusions Of Law And Determinations) of this Settlement Agreement. Respondent agrees to comply with and be bound by the terms of this Settlement Agreement and further agrees that it will not contest the basis or validity of this Settlement Agreement or its terms.

II. PARTIES BOUND

5. This Settlement Agreement applies to and is binding upon the U.S. EPA and upon Respondent and its successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Settlement Agreement.

6. Respondent is jointly and severally liable for carrying out all activities required by this Settlement Agreement.

7. Respondent shall ensure that its contractors, subcontractors, and representatives comply with this Settlement Agreement. Respondent shall be responsible for any noncompliance with this Settlement Agreement.

III. DEFINITIONS

8. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

b. "Day" shall mean a calendar day unless otherwise specified. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

c. "Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XXXI (Effective Date).

d. "Interest" shall mean interest at the rate specified for interest on investments of the U.S. EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

e. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

f. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or an upper or lower case letter.

g. "Parties" shall mean the U.S. EPA and Respondent.

h. "Response Costs" shall mean all costs including direct and indirect costs, that the United States has incurred or paid at this Site or incurs in reviewing or developing plans, reports and other items pursuant to this Settlement Agreement, verifying the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement.

i. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

j. "Respondent" shall mean New Water Park LLC.

k. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

l. "Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent and any appendices attached hereto (listed in Section XXXI (Severability/Integration/Attachment)). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

m. "Site" shall mean the Lindsay Light II, Operable Unit 13, located at 455 North Park Drive in Chicago, Cook County, Illinois and depicted generally on the map attached as Attachment A.

n. "State" shall mean the State of Illinois.

o. "United States" shall mean the United States of America and each department, agency, and instrumentality of the United States, including the U.S. EPA.

p. The "U.S. EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

q. "Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and 4) any "hazardous material" under Section 3.125 of the Illinois Environmental Protection Act, 415 ILCS 5/3.125 (2002)

r. "Work" shall mean all activities Respondent is required to perform under this Settlement Agreement, except those required by Section XII (Record Retention).

s. "Work Plan" shall mean the U.S. EPA-approved work plan including the schedule described in Section VIII Work to be Performed.

IV. FINDINGS OF FACT

9. Based on available information, including the Administrative Record in this matter, the U.S. EPA hereby finds that:

a. The Site is located at 455 North Park Drive, Chicago, Illinois.

b. The Site is the southern two-thirds of the Lot that is across Illinois Street directlySouth of Lindsay Light II, where the Lindsay Light Company (Lindsay Light) refined monazite ore to produce thorium nitrate and manufacture thorium-impregnated gas mantles.

c. Beginning in 1904, Lindsay Light refined thorium and manufactured gas lights and gas mantles for residential and commercial use at several locations in the Streeterville area of Chicago. Lindsay's thorium refining process resulted in a waste known as mill tailings that was apparently used as fill material or otherwise came to be located in the Streeterville area.

d. The Lindsay Light mill tailings contain thorium-232 which is a radionuclide that is a hazardous substance under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

e. The U.S. EPA designated the thorium removal action at 316 East Illinois Street, the former location of a Lindsay Light ore processing plant, as the Lindsay Light II Removal Site. Following that initial removal action, during which approximately 24,000 cubic yards of thorium contaminated soils were removed, the U.S. EPA has identified 18 other removal action operable units associated with the Lindsay Light II facility and, to date, approximately 50,000 cubic yards of thorium contaminated material associated with the Lindsay Light II facility have been removed from the Streeterville area.

f. Subsurface thorium contamination has been identified at the Site.

g. Respondent has notified the U.S. EPA that Respondent expects to begin pre-construction Site excavation and preparation in anticipation of construction of a new mixed use hotel/apartment building at the Site.

h. Construction laborers, utility workers and the public may be exposed to elevated levels of thorium if the Site is excavated without proper radiation monitoring and management and disposal of radioactively contaminated materials.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

10. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, the U.S. EPA has determined that:

a. The Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substance(s)" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. The Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. The Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response actions and for response costs incurred and to be incurred at the Site.

i. Respondent is the "owner" and/or "operator" of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

e. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility into the "environment" as defined by Sections 101(22) and 101(8) of CERCLA, 42 U.S.C.§§ 9601(22) and 9601(8).

f. The conditions present at the Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended (NCP), 40 CFR § 300.415(b)(2). These factors include, but are not limited to, the following:

i. Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants or contaminants; this factor is present at the Site due to the existence of elevated levels of thorium found in subsurface soils that will be exposed by the removal of asphalt, concrete, soils and excavation.

ii. High levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate; this factor is present at the Site due to the existence of elevated levels of thorium in subsurface soils that will be exposed by the removal of asphalt, concrete, soils and excavation.

iii. Other situations or factors that may pose threats to public health or welfare or the environment; this factor is present at the Site due to the existence of elevated levels of thorium in subsurface soils that may be exposed or unearthed during construction activities that may expose construction laborers, utility workers and the public to excessive levels of thorium.

g. The removal action required by this Settlement Agreement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement Agreement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. SETTLEMENT AGREEMENT AND ORDER

11. Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondent shall comply with all provisions of this Settlement Agreement, including, but not limited to, all attachments to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR

12. Respondent has selected a supervising contractor known as AECOM to perform the Work and has provided U.S. EPA with the qualifications AECOM. Respondent has also notified the U.S. EPA of Stan Huber Consultants as subcontractor retained to perform the Work at the Site and has provided U.S. EPA with the qualifications of Stan Huber Consultants. If Respondent retains a different or additional contractor or subcontractor to perform the Work, Respondent shall notify U.S. EPA 5 business days prior to commencement of such Work. The U.S. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondent. If the U.S. EPA disapproves of a selected contractor, Respondent shall retain a different contractor and shall notify the U.S. EPA of that contractor's name and qualifications within 3 business days of the U.S. EPA's disapproval. The contractor must demonstrate compliance with American National Standards Institute/American Society for Quality Control (ANSI/ASQC) E-4-2004, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared consistent with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002) March 2001, Reissue Notice May 2006, or equivalent documentation as required by the U.S. EPA. Any decision not to require submission of the contractor's QMP should be documented in a memorandum from the On-Scene Coordinator (OSC) and Regional quality assurance personnel to the Site file.

13. Respondent has designated, and the U.S. EPA has not disapproved, Dr. Steve Kornder of AECOM as Project Coordinator, who shall be responsible for administration of all actions by Respondent required by this Settlement Agreement. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site work. The U.S. EPA retains the right to disapprove of a designated Project Coordinator. If the U.S. EPA disapproves of a designated Project Coordinator, Respondent shall retain a different Project Coordinator and shall notify the U.S. EPA of that person's name, address, telephone number, and qualifications within 4 business days following the U.S. EPA's disapproval. Receipt by Respondent's Project Coordinator of any notice or communication from the U.S. EPA relating to this Settlement Agreement shall constitute receipt by Respondent.

14. The U.S. EPA has designated Verneta Simon of the Emergency Response Branch, Region 5, as its On-Scene Coordinator (OSC) and Gene Jablonowski, Health Physicist, of the Remedial Response Branch, Region 5 as its alternate OSC. Except as otherwise provided in this Settlement Agreement, Respondent shall direct all submissions required by this Settlement Agreement to the OSCs in accordance with Section XXIX Notices and Submissions. Respondent is encouraged to make its submissions to the U.S. EPA electronically or on recycled paper (which includes significant post consumer waste paper content where possible) and using two-sided copies.

15. The U.S. EPA and Respondent shall have the right, subject to Paragraph 13, to change its respective designated OSC or Project Coordinator. The U.S. EPA shall notify the Respondent, and Respondent shall notify the U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

16. Respondent shall perform, at a minimum, the following removal activities:

a. Develop a Work Plan for the radiological assessment of the Site.

b. Develop and implement a Site health and safety plan.

c. Develop and implement an air monitoring plan.

d. Develop and implement Site security measures.

e. Conduct land surveying to the extent necessary locate all property boundaries, special features (pipes, storage tanks, etc.), and any sample locations.

f. Conduct radiation surveillance and sampling in compliance with the U.S. EPA approved work plan.

g. Collect soil samples and analyze for radionuclide content and RCRA characteristics. These results will then be used by the Respondent to correlate subsurface radiation levels and radionuclide content, and to determine the disposal facility.

h. Conduct off-site radiological surveying and sampling as necessary should contamination be discovered within the rights-of-ways surrounding the Site and, at a minimum implement 40 C.F.R. § 192 if deemed necessary.

i. Based upon soil results, remove, transport and dispose of all characterized or identified hazardous substances, pollutants, wastes or contaminants at a RCRA/CERCLA approved disposal facility in accordance with the U.S. EPA off-site rule.

j. The soil clean-up criterion is 7.1 picoCuries per gram (pCi/g) total radium (Ra-226 + Ra-228) including background, unless analyses indicate the existence of additional contaminants, hazardous substances, pollutants or waste.

k. If any portion of the Site is not radiologically surveyed in 18-inch lifts or if any known contamination will remain after completion of the Work then, using a scaled Site map with survey grade coordinates and elevations, Respondent shall identify and denote all locations that were not radiologically surveyed in 18-inch lifts or where any known contamination will remain after completion of the Work and shall implement the U.S. EPA-approved Environmental Covenants or other U.S. EPA-approved institutional controls pertaining to the Site.

17. Work Plan and Implementation.

a. Within 10 business days after the Effective Date, Respondent shall submit to the U.S. EPA for approval a draft Work Plan for performing the removal action generally described in Paragraph 16 above. The draft Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Settlement Agreement. The Work Plan shall include a Quality Assurance Project Plan (QAPP). The Respondent shall prepare a QAPP as part of the Work Plan except in circumstances involving emergency or non-complex removal work. The QAPP should be prepared in accordance with "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" (EPA/240/B-01/003, March 2001), and "EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-98/018, February, 1998).

The following documents shall be used for the development of QAPPs for Region 5 Superfund sites:

- The Uniform Federal Policy for Quality Assurance Projects Plans (UFP-QAPP), OSWER Directive 9272.0-17;

- EPA Requirements for Quality Assurance Project Plans QA/R-5 (EPA/240/B-01/003), March 2001, Reissued May 2006.

The following guidance may be used in conjunction with the requirements above:

- EPA Guidance for Quality Assurance Project Plans QA/G-5 (EPA/240/R-02/009), December 2002.
- Guidance on Choosing a Sampling Design for Environmental Data Collection EPA QA/G-5S, December 2002.

b. The U.S. EPA may approve, disapprove, require revisions to, or modify the draft Work Plan in whole or in part. If the U.S. EPA requires revisions, Respondent shall submit a revised draft Work Plan within 7 business days of receipt of the U.S. EPA's notification of the required revisions. Respondent shall implement the Work Plan as approved in writing by U.S. EPA in accordance with the schedule approved by the U.S. EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Settlement Agreement.

c. Respondent shall not commence any Work except in conformance with the terms of this Settlement Agreement. Respondent shall not commence implementation of the Work Plan developed hereunder until receiving written U.S. EPA approval pursuant to Paragraph 17(b).

18. Health and Safety Plan. Within 10 business days after the Effective Date, Respondent shall submit for the U.S. EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-site work under this Settlement Agreement. This plan shall be prepared consistent with the U.S. EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration (OSHA) regulations found at 29 C.F.R. Part 1910. If the U.S. EPA determines that it is appropriate, the plan shall also include contingency planning. Respondent shall incorporate all changes to the plan recommended by the U.S. EPA and shall implement the plan during the pendency of the removal action.

19. Quality Assurance and Sampling.

a. All sampling and analyses performed pursuant to this Settlement Agreement shall conform to the U.S. EPA direction, approval, and guidance regarding sampling, quality assurance/quality control (QA/QC), data validation, and chain of custody procedures. Respondent shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate U.S. EPA guidance. Respondent shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Respondent shall only use laboratories that have a

documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001, Reissued May 2006)," or equivalent documentation as determined by the U.S. EPA. The U.S. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) as meeting the Quality System requirements.

b. Upon request by the U.S. EPA, Respondent shall have such a laboratory analyze samples submitted by the U.S. EPA for QA monitoring. Respondent shall provide to the U.S. EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

c. Upon request by the U.S. EPA, Respondent shall allow the U.S. EPA or its authorized representatives to take split and/or duplicate samples. Respondent shall notify the U.S. EPA not less than 3 business days in advance of any sample collection activity, unless shorter notice is agreed to by the U.S. EPA. The U.S. EPA shall have the right to take any additional samples that U.S. EPA deems necessary. Upon request, the U.S. EPA shall allow Respondent to take split or duplicate samples of any samples it takes as part of its oversight of Respondent's implementation of the Work.

20. Reporting.

a. Respondent shall submit a written progress report to the U.S. EPA concerning actions undertaken pursuant to this Settlement Agreement every 30th day after the date of receipt of the U.S. EPA's approval of the Work Plan until termination of this Settlement Agreement, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Respondent shall submit 3 copies of all plans, reports or other submissions required by this Settlement Agreement, or any approved work plan. Upon request by the U.S. EPA, Respondent shall submit such documents in electronic form.

c. Respondent who owns or controls property at the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice to the transferee that the property is subject to this Settlement Agreement and written notice to the U.S. EPA and Illionis, including the name and address of the transferee. Respondent who owns or controls property at the Site also agrees to require that its successors comply with the immediately proceeding sentence and Sections IX (Site Access) and X (Access to Information).

21. Final Report. Within 60 days after completion of all Work required by Section VIII. (Work To Be Performed) of this Settlement Agreement, Respondent shall submit for the U.S. EPA review and approval a final report summarizing the actions taken to comply with this Settlement Agreement. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports" and with the guidance set forth in "Superfund Removal Procedures: Removal Response Reporting – POLREPS and OSC Reports" (OSWER Directive No. 9360.3-03, June 1, 1994). The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement, a listing of quantities and types of materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (*e.g.*, manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

> "Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

22. Off-Site Shipments.

a. Radioactive Waste Material. Respondent will transport radioactive waste material to a disposal facility permitted to accept radioactive Waste Material from the Site. Prior to the initial shipment of radioactive Waste Material originating from the Site, Respondent shall provide written notification of such shipment to the appropriate state environmental official and to the On-Scene Coordinators. However, this notification requirement shall not apply to any off-site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

> i. Respondent shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the shipment of the Waste Material; and 4) the method of transportation. Respondent shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

ii. The identity of the receiving facility and state will be determined by Respondent following the award of the contract for the disposal of Waste Material from the Site. Respondent shall provide the information required by Paragraph 22(a) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Other Waste Material. If Respondent encounters any hazardous substances that are not radioactively contaminated in the course of conducting the Work, then before shipping any such non-radioactively contaminated hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondent shall obtain the U.S. EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondent shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

i. Prior to the initial shipment of non-radioactively contaminated Waste Material originating from the Site, Respondent shall provide written notification of such shipment to the appropriate state environmental official and to the On-Scene Coordinators. However, this notification requirement shall not apply to any off-site shipments when the total volume of all such shipments will not exceed 10 cubic yards. Settling Defendant shall comply with the terms and conditions of the notification requirements of Paragraph 22.a. i. for each such shipment of non-radioactive hazardous substances, pollutants, and contaminants.

ii. The identity of any facility and state receiving the non-radioactively contaminated Waste Material will be determined by Respondent following the award of the contract for the removal action. Respondent shall provide the information required by Paragraph 22(b) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

IX. SITE ACCESS

23. If the Site, or any other property where access is needed to implement this Settlement Agreement, is owned or controlled by Respondent, Respondent shall, commencing on the Effective Date, provide the U.S. EPA, the State, and its representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement Agreement.

24. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondent, Respondent shall use its best efforts to

obtain all necessary access agreements within 10 business days after the Effective Date, or as otherwise specified in writing by the OSC. Respondent shall immediately notify the U.S. EPA if after using its best efforts that it is unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondent shall describe in writing its efforts to obtain access. The U.S. EPA may then assist Respondent in gaining access, to the extent necessary to effectuate the response actions described in this Settlement Agreement, using such means as the U.S. EPA deems appropriate. Respondent shall reimburse the U.S. EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XVI (Payment of Response Costs).

25. Notwithstanding any provision of this Settlement Agreement, the U.S. EPA and the State retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. ENVIRONMENTAL COVENANT/ INSTITUTIONAL CONTROL DOCUMENT

26. Post-Removal Site Control. Consistent with Section 300.415(l) of the NCP and OSWER Directive No. 9360.2-02, upon completion of all Work required by Section VIII of this Settlement Agreement, if any portion of the Site is not radiologically surveyed in 18-inch lifts to native sand in accordance with the approved Work Plan or if any known contamination will remain after completion of the Work then:

a. In accordance with the Work Plan, Respondent shall submit to the U.S. EPA a scaled Site map of the Uninvestigated Site Area with survey grade coordinates and elevations, showing the location of any actual thorium-contaminated Waste Material or areas of the Site that have not been screened in 18-inch lifts to native sand; and

b. If Respondent, its contractors, representatives or agents disturb, expose or intrude upon the soils in the Uninvestigated Site Area, Respondent, its contractors, representatives and agents shall notify the U.S. EPA, both by telephone and in writing, of plans to work in the Uninvestigated Site Area. Respondent shall notify the U.S. EPA at least 72 hours prior to (but no more than 21 calendar days in advance of) commencing such activities. If material exceeding 7.1 pCi/g (total radium (Ra-226 +Ra-228) is identified, the Respondent shall provide a letter report to the U.S. EPA explaining how the work was conducted in accordance with the Work Plan within 60 days of completion of the work.

27. Within thirty (30) days of the completion of all Work required by Section VIII of the Settlement Agreement, if any portion of the Site is not radiologically surveyed in 18-inch lifts to native sand in accordance with the Work Plan or if any known contamination will remain after completion of the Work, Respondent shall record, with the Recorder of Deeds, Cook County, Illinois, an Environmental Covenant, pursuant to the Uniform Environmental Covenants Act, 765 ILCS Ch. 22 (UECA) (Environmental Covenant), that the U.S. EPA and Illinois EPA have approved in writing for this Site, and Respondent agrees that every subsequent deed or conveyance or transfer of any property interest instrument will be subject to the Environmental Covenant. The Respondent further agrees, as described in Paragraph 28, that the U.S. EPA and Illinois EPA must pre-approve any modification (including any deletion) of that language in the Environmental Covenant.

a. In the event of a conveyance or transfer of property interest, Respondent's obligations under this Settlement Agreement, including, but not limited to, its obligation to provide or secure access and institutional controls, as well as to abide by such institutional controls pursuant to this Section (Environmental Covenants/Institutional Control Document), shall continue to be met by Respondent unless otherwise agreed to by the U.S. EPA and Illinois EPA in writing. In no event shall the conveyance or transfer of property interest release or otherwise affect the liability of Respondent to comply with all provisions of this Settlement Agreement unless otherwise agreed to among the Parties hereto in writing.

b. The intent of Respondent is to record an Environmental Covenant that is applicable to each subsequent owner of the Site. The Environmental Covenant will apply to any portion of the Site that is not radiologically surveyed in 18-inch lifts or where any known contamination will remain after completion of the Work. The Environmental Covenant shall provide the following:

1) subject to Paragraph 28, a restriction that "runs with the land" regulating the disturbance of, exposure of or intrusion upon any portion of the Uninvestigated Site Area;

2) the right to enforce said restrictions;

3) a right of access to the Site;

4) prior notice of disturbance, exposure, intrusion, or excavation of the soils in any portion of the Site that is not radiologically surveyed in 18-inch lifts or where any known contamination will remain; and

5) an agreement that when soils are disturbed, exposed, intruded or excavated in those areas, those activities are conducted in accordance with the Work Plan.

c. The Respondent agrees that every subsequent deed or other instrument conveying or transferring a property interest in the real estate underlying the Site or any portion thereof shall be subject to the Environmental Covenant.

28. The U.S. EPA and Illinois EPA may terminate the restrictions in Paragraphs 26 and 27, in whole or in part, in writing, as authorized by law. If requested by the U.S. EPA and Illinois EPA, such writing will be executed by the Respondent in recordable form and recorded with the Recorder of Deeds, Cook County, Illinois. Respondent may modify or terminate the above restrictions in whole or in part, in writing, with the prior written approval of the U.S. EPA and Illinois EPA. Respondent may seek to modify or terminate, in whole or in part, the restrictions by submitting to the U.S. EPA and Illinois EPA, for approval, a written application that identifies each such restriction to be terminated or modified, describes the terms of each proposed modification and includes proposed revision(s) to the Environmental Covenant and institutional control document described in this Section X (Environmental Covenant/Institutional Control Document). Each application for termination or modification of any restriction shall include a demonstration that the requested termination or modification will not interfere with, impair or reduce protection of human health and the environment. If the U.S. EPA together with Illinois EPA makes a determination that an application satisfies the requirements of this Paragraph, including the criteria specified above, the U.S. EPA will notify Respondent in writing. If the U.S. EPA does not respond in writing to a request to change land use within 90 days of its receipt of that request, unless Respondent agrees to extend this period beyond 90 days, the U.S. EPA and Illinois EPA may be deemed to have denied the request. If a modification to or termination of restriction is approved, Respondent shall record the revised Environmental Covenant as approved by the U.S. EPA and Illinois EPA, with the Recorder of Deeds, Cook County, Illinois.

XI. ACCESS TO INFORMATION

29. Respondent shall provide to the U.S. EPA, upon request, copies of all documents and information within its possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondent shall also make available to the U.S. EPA, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

30. Respondent may assert business confidentiality claims covering part or all of the documents or information submitted to the U.S. EPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by the U.S. EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no

claim of confidentiality accompanies documents or information when they are submitted to the U.S. EPA, or if the U.S. EPA has notified Respondent that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondent.

31. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondent assert such a privilege in lieu of providing documents, it shall provide the U.S. EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged or confidential.

32. No claim of privilege or confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XII. RECORD RETENTION

33. Until 6 years after Respondent's receipt of the U.S. EPA's notification pursuant to Section XXVIII (Notice of Completion of Work), each Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 6 years after Respondent's receipt of the U.S. EPA's notification pursuant to Section XXVIII (Notice of Completion of Work), Respondent shall also instruct its contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

34. At the conclusion of this document retention period, Respondent shall notify the U.S. EPA at least 60 days prior to the destruction of any such records or documents, and, upon request by the U.S. EPA, Respondent shall deliver any such records or documents to the U.S. EPA. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondent asserts such a privilege, it shall provide the U.S. EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title

of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged or confidential.

35. Respondent hereby certifies that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since the earlier of notification of potential liability by the U.S. EPA or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all U.S. EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XIII. COMPLIANCE WITH OTHER LAWS

36. Respondent shall perform all actions required pursuant to this Settlement Agreement in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-Site actions required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by the U.S. EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements (ARARs) under federal environmental or state environmental or facility siting laws.

XIV. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

37. In the event of any action or occurrence during performance of the Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action. Respondent shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondent shall also immediately notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer, Emergency Response Branch 2, Region 5 at (312) 353-2318, of the incident or Site conditions. In the event that Respondent fail to take appropriate response action as required by this Paragraph, and U.S. EPA takes such action instead, Respondent shall reimburse the U.S. EPA all costs of the response action not inconsistent with the NCP pursuant to Section XVI (Payment of Response Costs).

38. In addition, in the event of any release of a hazardous substance from the Site, Respondent shall immediately notify the OSC at (312) 353-2318 and the National Response Center at (800) 424-8802. Respondent shall submit a written report to the U.S. EPA within 7 business days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to

prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

XV. AUTHORITY OF ON-SCENE COORDINATOR

39. The OSC shall be responsible for overseeing Respondent's implementation of this Settlement Agreement. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Settlement Agreement, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

XVI. PAYMENT OF RESPONSE COSTS

40. Payment for Response Costs.

a. Respondent shall pay the U.S. EPA all Response Costs not inconsistent with the NCP. On a periodic basis, the U.S. EPA will send Respondent a bill requiring payment that consists of an Itemized Cost Summary. Respondent shall make all payments within 30 calendar days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 42 of this Settlement Agreement. Payment shall be made to the U.S. EPA by:

i. Electronic Funds Transfer (EFT) in accordance with current EFT procedures to be provided to Respondent by the U.S. EPA Region 5 and shall be accompanied by a statement identifying the name and address of the party making payment, the Lindsay Light II Site OU 13 name, and Site/Spill ID Number 05YT, and the U.S. EPA docket number for this action, or

ii. If the amount demanded in the bill is $10,000 or less, Respondent may, in lieu of the procedures in subparagraph 39(a)(i), make all payments required by this Paragraph by official bank check made payable to "U.S. EPA Hazardous Substance Superfund." Each check, or a letter accompanying each check, shall identify the name and address of the party making payment, the Lindsay Light II Site OU 13 name, U.S. EPA Region 5, the Site/Spill ID Number 05YT, and, if any, the U.S. EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

b. At the time of payment, Respondent shall send notice that such payment has been made to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd.,

Chicago, Illinois, 60604-3590, to Mary L. Fulghum, Associate Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590, and to the U.S. EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, or by mail to: Cincinnati Finance Office, 26 Martin Luther King Drive, Cincinnati, Ohio 45268. Such notice shall reference Site/Spill ID Number 05YT and the U.S. EPA docket number for this action.

c. All amounts to be paid by Respondent pursuant to Paragraph 40 shall be deposited in the Lindsay Light II Special Account within the U.S. EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Lindsay Light II Site, or to be transferred by the U.S. EPA to the U.S. EPA Hazardous Substance Superfund.

41. In the event that the payment for Response Costs is not made within 30 days of Respondent's receipt of a bill, Respondent shall pay Interest on the unpaid balance. The Interest on Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondent's failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XIX.

42. Respondent may contest payment of any Future Response Costs billed under Paragraph 40 if it determines that the U.S. EPA has made a mathematical error, or if Respondent believes the U.S. EPA incurred excess costs as a direct result of a U.S. EPA action that was inconsistent with a specific provision or provisions of the NCP. If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. In the event of an objection, Respondent shall within the 30-day period pay all uncontested Future Response Costs to the U.S. EPA in the manner described in Paragraph 40. Within the same time period, Respondent shall establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation (FDIC), and remit to that escrow account funds equivalent to the amount of the contested Response Costs. Respondent shall send to the U.S. EPA OSC a copy of the transmittal letter and check paying the uncontested Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Respondent shall initiate the Dispute Resolution procedures in Section XVII (Dispute Resolution). If the U.S. EPA prevails in the dispute, within 5 days of the resolution of the dispute, Respondent shall pay the sums due (with accrued interest) to the U.S. EPA in the manner described in Paragraph 40. If Respondent prevails concerning any aspect of the contested costs, Respondent shall pay that portion of the costs (plus associated accrued interest) for which it did not prevail to the U.S. EPA in the manner described in Paragraph 40. Respondent shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section

XVII (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondent's obligation to reimburse the U.S. EPA for its Future Response Costs.

XVII. DISPUTE RESOLUTION

43. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

44. If Respondent objects to any U.S. EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, it shall notify the U.S. EPA in writing of its objection(s) within 10 days of such action, unless the objection(s) has/have been resolved informally. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Respondent's position, and all supporting documentation on which such party relies. The U.S. EPA and Respondent shall have 10 days from the U.S. EPA's receipt of Respondent's written objection(s) to resolve the dispute through formal negotiations. The period for formal negotiations may be extended at the sole discretion of the U.S. EPA. If the parties are unable to reach a written agreement by the conclusion of the formal negotiation period, the U.S. EPA shall provide its Statement of Position, including supporting documentation, no later than 10 days after the formal negotiation period concludes. In the event that these 10-day time periods for exchange of written documents may cause a delay in the work, they shall be shortened upon, and in accordance with, notice by the U.S. EPA. An administrative record of any dispute under this Section shall be maintained by the U.S. EPA. The record shall include the written notification of such dispute, and the Statement of Position served pursuant to the preceding Paragraph. Upon review of the administrative record, the Director of the Superfund Division, U.S. EPA Region 5, shall resolve the dispute consistent with the NCP and the terms of this Settlement Agreement. The U.S. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement.

45. Respondent's obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with the U.S. EPA's decision, whichever occurs.

XVIII. FORCE MAJEURE

46. Respondent agrees to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, a *force majeure* is defined as any event arising from causes beyond the control of Respondent, or of any entity controlled by

Respondent, including but not limited to its contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondent's best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

47. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a *force majeure* event, Respondent shall notify the U.S. EPA orally within 24 hours of when Respondent first knew that the event might cause a delay. Within 7 days thereafter, Respondent shall provide to the U.S. EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent's rationale for attributing such delay to a *force majeure* event if it intends to assert such a claim; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall be grounds for the U.S. EPA to deny Respondent an extension of time for performance. Respondent shall have the burden of demonstrating by a preponderance of the evidence that the event is a *force majeure*, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay.

48. If the U.S. EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* event will be extended by the U.S. EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If the U.S. EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, the U.S. EPA will notify Respondent in writing of its decision. If the U.S. EPA agrees that the delay is attributable to a *force majeure* event, the U.S. EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XIX. STIPULATED PENALTIES

49. Respondent shall be liable to the U.S. EPA for stipulated penalties in the amounts set forth in Paragraphs 50 and 51 for failure to comply with the requirements of this Settlement Agreement specified below, unless excused under Section XVIII (Force Majeure). "Compliance" by Respondent shall include completion of the activities under this Settlement Agreement or any work plan or other plan approved under this Settlement Agreement identified below in accordance with all applicable requirements of law, this Settlement Agreement, and any plans or other documents approved by the U.S. EPA pursuant to this Settlement Agreement within the specified time schedules established by and approved under this Settlement Agreement.

50. Stipulated Penalty Amounts – Work (Including Payments).

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 50(c) i, ii, or iii:

Violation Per Day	Period of Noncompliance
$100.00	1st through 14th day
$250.00	15th through 30th day
$500.00	31st day and beyond

b. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 50(c) iv, v, or vi:

1st Violation- Per Day Penalty	Period of Noncompliance
$100.00	1st day
$200.00	2nd day
$300.00	3rd through 5th day
$500.00	6th through 15th day
$1,000.00	16th day and beyond

2nd Violation- Per Day Penalty	Period of Noncompliance
$300.00	1st day
$600.00	2nd day
$900.00	3rd through 5th day
$1,500.00	6th through 15th
$3,000.00	16th day and beyond

c. Compliance Milestones.

i. Payment of Response Costs due 30 days after the Respondent's receipt of the U.S. EPA's billing statement.

ii. Recording the Environmental Covenant within 30 calendar days after completion of all Work required by Section VIII of this Settlement Agreement.

iii. Submit to the U.S. EPA a draft map and a final revised map of the Uninvestigated Site Area in accordance with the Work Plan.

iv. Notice required by Paragraphs 22 (a) or 22 (b).

v. 72-hour advance notice of intrusive work in Uninvestigated Site Area as required in Paragraph 26b.

vi. Failure to comply with the recorded Environmental Covenant/Institutional Control document described in Section X.

51. Stipulated Penalty Amounts - Reports. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports or other written documents pursuant to Paragraphs 21 and 22:

Violation Per Day	Period of Noncompliance
$100.00	1st through 14th day
$200.00	15th through 30th day
$500.00	31st day and beyond

52. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after the U.S. EPA's receipt of such submission until the date that the U.S. EPA notifies Respondent of any deficiency; and 2) with respect to a decision by the Director of the Superfund Division, Region 5, under Paragraph 44 of Section XVII (Dispute Resolution), during the period, if any, beginning on the 21st day after the U.S. EPA submits its written statement of position until the date that the Director of the Superfund Division issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

53. Following the U.S. EPA's determination that Respondent has failed to comply with a requirement of this Settlement Agreement, the U.S. EPA may give Respondent written notification of the failure and describe the noncompliance. The U.S. EPA may send Respondent a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether the U.S. EPA has notified Respondent of a violation.

54. All penalties accruing under this Section shall be due and payable to the U.S. EPA within 30 days of Respondent's receipt from the U.S. EPA of a demand for payment of the penalties, unless Respondent invokes the dispute resolution procedures under Section XVII (Dispute Resolution). Respondent shall make all payments required by this Section by official bank check made payable to "U.S. EPA Hazardous Substance Superfund." Each check, or a letter accompanying each check, shall identify the name and address of the party making payment, the Site name, U.S. EPA Region 5, the Site/Spill ID Number 05YT, and, if any, the

U.S. EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

and shall indicate that the payment is for stipulated penalties, and shall reference the name and address of the party making payment. At the time of payment, copies of check paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to the U.S. EPA as provided in Paragraph 40(b).

55. The payment of penalties shall not alter in any way Respondent's obligation to complete performance of the Work required under this Settlement Agreement.

56. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 20 days after the dispute is resolved by agreement or by receipt of the U.S. EPA's decision.

57. If Respondent fails to pay stipulated penalties when due, the U.S. EPA may institute proceedings to collect the penalties, as well as Interest. Respondent shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 53. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of the U.S. EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(*l*) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(*l*), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that the U.S. EPA shall not seek civil penalties pursuant to Section 106(b) or 122(*l*) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Section, except in the case of a willful violation of this Settlement Agreement. Should Respondent violate this Settlement Agreement or any portion hereof, U.S. EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and/or may seek judicial enforcement of this Settlement Agreement pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606. Notwithstanding any other provision of this Section, the U.S. EPA may, in its unreviewable discretion, waive in writing any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

XX. COVENANT NOT TO SUE BY U.S. EPA

58. In consideration of the actions that will be performed and the payments that will be made by Respondent under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, the U.S. EPA covenants not to sue or to take administrative action against Respondent pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work and Response Costs. This covenant not to sue shall take effect upon receipt by the U.S. EPA of the Response Costs due under Section XVI (Payment of Response Costs) of this Settlement Agreement and any Interest or Stipulated Penalties due for failure to pay Response Costs as required by Sections XVI (Payment of Response Costs) and XIX (Stipulated Penalties) of this Settlement Agreement. This covenant not to sue is conditioned upon the complete and satisfactory performance by Respondent of its obligations under this Settlement Agreement, including, but not limited to, payment of Future Response Costs pursuant to Section XVI (Payment of Response Costs). This covenant not to sue extends only to Respondent and does not extend to any other person.

XXI. RESERVATIONS OF RIGHTS BY U.S. EPA

59. Except as specifically provided in this Settlement Agreement, nothing in this Settlement Agreement shall limit the power and authority of the U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement Agreement shall prevent the U.S. EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring the Respondent in the future to perform additional activities pursuant to CERCLA or any other applicable law.

60. The covenant not to sue set forth in Section XX (Covenant Not to Sue by U.S. EPA) above does not pertain to any matters other than those expressly identified therein. The U.S. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondent with respect to all other matters, including, but not limited to:

a. claims based on a failure by Respondent to meet a requirement of this Settlement Agreement;

b. liability for costs not included within the definition of Response Costs;

c. liability for performance of response action other than the Work;

d. criminal liability;

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and

g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

61. Work Takeover. If the U.S. EPA determines that Respondent has ceased implementation of any portion of the Work, is seriously or repeatedly deficient or late in its performance of the Work, or is implementing the Work in a manner which may cause an endangerment to human health or the environment, the U.S. EPA may assume the performance of all or any portion of the Work as the U.S. EPA determines necessary. Prior to taking over the Work, the U.S. EPA will issue written notice (including electronic mail) to Respondent specifying the grounds upon which such notice was issued and, to the extent the U.S. EPA determines there is no imminent or ongoing threat to human health or the environment, the notice will provide Respondent ten days within which to remedy the circumstances giving rise to the EPA's issuance of the notice. Respondents may invoke the procedures set forth in Section XVII (Dispute Resolution) to dispute the U.S. EPA's determination that takeover of the Work is warranted under this Paragraph. However, notwithstanding Respondent's invocation of such dispute resolution procedures, and during the pendency of any such dispute, the U.S. EPA may in its sole discretion commence and continue a Work Takeover until the earlier of (1) the date that Respondent remedies, to the U.S. EPA's satisfaction, the circumstances giving rise to the U.S. EPA's issuance of the relevant Work Takeover Notice, or (2) the date that a final decision is rendered in accordance with Paragraph 44 requiring the U.S. EPA to terminate such Work Takeover. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Response Costs that Respondents shall pay pursuant to Section XVI (Payment of Response Costs). Notwithstanding any other provision of this Settlement Agreement, the U.S. EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XXII. COVENANT NOT TO SUE BY RESPONDENT

62. Respondent covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Response Costs, or this Settlement Agreement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Illinois Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Work [, Past Response Costs,] or Future Response Costs.

These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Paragraphs 59 (b), (c), and (e) - (g), but only to the extent that Respondent's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

63. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XXIII. OTHER CLAIMS

64. By issuance of this Settlement Agreement, the United States and the U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or the U.S. EPA shall not be deemed a party to any contract entered into by Respondents or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement Agreement.

65. Except as expressly provided in Section XXII (Covenant Not to Sue by Respondents) and Section XX (Covenant Not to Sue by U.S. EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

66. No action or decision by the U.S. EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIV. EFFECT OF SETTLEMENT/CONTRIBUTION

67. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

68. a. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and that Respondent is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as may otherwise be provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work and Response Costs.

b. The Parties further agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which the Respondent has, as of the Effective Date, resolved its liability to the United States for the Work and Response Costs.

69. Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify the U.S. EPA in writing no later than 60 days prior to the initiation of such suit or claim. Respondent also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify the U.S. EPA in writing within 10 days of service of the complaint or claim upon it. In addition, each Respondent shall notify the U.S. EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

70. In any subsequent administrative or judicial proceeding initiated by the U.S. EPA, or by the United States on behalf of the U.S. EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondent shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant by the U.S. EPA set forth in Section XX.

71. Effective upon signature of this Settlement Agreement by Respondent, Respondent agrees that the time period after the date of its signature shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the "matters addressed" as defined in Paragraph 68 and that, in any action

brought by the United States related to the "matters addressed," such Respondent will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time after its signature of this Settlement Agreement. If the U.S. EPA gives notice to Respondent that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing ninety days after the date such notice is sent by the U.S. EPA.

XXV. INDEMNIFICATION

72. Respondent shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Respondent agrees to pay the United States all costs incurred by the United States, including but not limited to attorney's fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, subcontractors and any persons acting on its behalf or under its control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondent in carrying out activities pursuant to this Settlement Agreement. Neither Respondent nor any such contractor shall be considered an agent of the United States. The Federal Tort Claims Act (28 U.S.C. §§ 2671, 2680) provides coverage for injury or loss of property, or injury or death caused by the negligent or wrongful act or omission of an employee of the U.S. EPA while acting within the scope of his or her employment, under circumstances where the U.S. EPA, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred.

73. The United States shall give Respondent notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondent prior to settling such claim.

74. Respondent waives all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondent and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondent shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondent and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXVI. INSURANCE

75. At least 10 days prior to commencing any on-Site work under this Settlement Agreement, Respondent shall secure, and shall maintain for the duration of this Settlement Agreement, a comprehensive general liability insurance and automobile insurance with limits of two million dollars, combined single limit, naming the U.S. EPA as an additional insured. Within the same time period, Respondent shall provide the U.S. EPA with certificates of such insurance and a copy of each insurance policy. In addition, for the duration of the Settlement Agreement, Respondent shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondent in furtherance of this Settlement Agreement. If Respondent demonstrates by evidence satisfactory to the U.S. EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondent need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXVII. MODIFICATIONS

76. The OSC may make modifications to any plan or schedule in writing or by oral direction. Any oral modification will be memorialized in writing by the U.S. EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Settlement Agreement may be modified in writing by mutual agreement of the parties.

77. If Respondent seeks permission to deviate from any approved work plan or schedule, Respondent's Project Coordinator shall submit a written request to the U.S. EPA for approval outlining the proposed modification and its basis. Respondent may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 76.

78. No informal advice, guidance, suggestion, or comment by the OSC or other U.S. EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondent shall relieve Respondent of its obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXVIII. NOTICE OF COMPLETION OF WORK

79. When the U.S. EPA determines, after the U.S. EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including, *e.g.*, post-removal site controls, payment of Response Costs, and record retention, the U.S. EPA will

provide written notice to Respondent. If the U.S. EPA determines that such Work has not been completed in accordance with this Settlement Agreement, the U.S. EPA will notify Respondent, provide a list of the deficiencies, and require Respondent to modify the Work Plan if appropriate in order to correct such deficiencies. Respondent shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the U.S. EPA notice. Failure by Respondent to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

XXIX. NOTICES AND SUBMISSIONS

80. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to the U.S. EPA and Respondent.

As to U.S. EPA:

Mary L. Fulghum
Cathleen M. Martwick
Associate Regional Counsel
(C-14J)
77 West Jackson Boulevard
Chicago, Illinois 60604

Verneta Simon, P.E.
On-Scene Coordinator
U.S. EPA (SE-6J)
77 West Jackson Boulevard
Chicago, Illinois 60604

Gene Jablonowski
Project Manager
U.S. EPA (SR-6J)
77 West Jackson Boulevard
Chicago, Illinois 60604

Vanessa Mbogo
Comptroller's Office
U.S. EPA (MF-10J)
77 West Jackson Boulevard
Chicago, Illinois 60604

As to Respondent:

New Water Park LLC
David Nelson
540 West Madison Street
Chicago, Illinois 60661

Vincent Oleszkiewicz
Duane Morris
190 South LaSalle Street, Suite 3600
Chicago, Illinois 60603

XXX. SEVERABILITY/INTEGRATION/ATTACHMENT

81. If a court issues an order that invalidates any provision of this Settlement Agreement or finds that Respondent has sufficient cause not to comply with one or more provisions of this Settlement Agreement, Respondent shall remain bound to comply with all provisions of this Settlement Agreement not invalidated or determined to be subject to a sufficient cause defense by the court's order.

82. This Settlement Agreement and its attachment (Attachment A Site Map) constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement.

XXXI. EFFECTIVE DATE

83. This Settlement Agreement shall be effective upon receipt by Respondent of a copy of this Settlement Agreement signed by the Director, Superfund Division, U.S. EPA Region 5

IN THE MATTER OF:

Lindsay Light II, OU 13
New Water Park LLC
Chicago, Illinois

The undersigned representative of Respondent certifies that he is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party he represents to this document.

Agreed this 10th day of April, 2012.

For Respondent: **New Water Park LLC**

By _____

Title Authorized Rep

Original
Signature
Do Not Destroy

IN THE MATTER OF:

Lindsay Light II, OU 13
New Water Park LLC
Chicago, Illinois

It is so ORDERED and Agreed this 13 day of APRIL, 2012

BY: Richard C Karl

Richard C. Karl, Director
Superfund Division
United States Environmental Protection Agency
Region 5

SITE MAP

GREMLEY & BIEDERMANN
A DIVISION OF
PLCS Corporation
LICENSE NO. 184-001532
PROFESSIONAL LAND SURVEYORS
4505 NORTH RAVENSWOOD AVENUE, CHICAGO, IL 60640
TELEPHONE: (773) 545-5200 FAX: (773) 334-4394 EMAIL: INFO@PLCS-SURVEY.COM

Plat of Survey

PARCEL 1:

THAT PART OF LOT 1 AND 2 IN BLOCK 4 IN CITY PARKS CENTER, BEING A RESUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON FEBRUARY 24, 1887 AS DOCUMENT 87 10501, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE EAST LINE OF BLOCK 4 (EAST EAST LINE BEING ALSO THE WEST LINE OF NORTH NEW STREET) NINETY-SIX (95.00) FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTH LINE OF SAID BLOCK 4 AND PARALLEL THERETO; THENCE SOUTHERLY ALONG SAID EAST LINE, A DISTANCE OF 100.00 FEET; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF BLOCK 4, A DISTANCE OF 215.00 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 115.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 4, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF LOT 1 IN BLOCK 4 IN CITY PARK CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON FEBRUARY 24, 1887 AS DOCUMENT 87 10501, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE EAST LINE OF BLOCK 4 (EAST EAST LINE BEING ALSO THE WEST LINE OF NORTH NEW STREET) NINETY-SIX (95.00) FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTH LINE OF SAID BLOCK 4 AND PARALLEL THERETO; THENCE SOUTHERLY ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF BLOCK 4, A DISTANCE OF 215.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 2; THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 2, A DISTANCE OF 20.21 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 4, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PART OF LOT 1 IN BLOCK 4 IN CITY PARK CENTER, BEING A RESUBDIVISION IN THE FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON FEBRUARY 24, 1887 AS DOCUMENT 87 10501, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE EAST LINE OF BLOCK 4 (EAST EAST LINE BEING ALSO THE WEST LINE OF NORTH NEW STREET) NINETY-SIX (95.00) FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTH LINE OF SAID BLOCK 4 AND RUNNING THENCE SOUTHERLY ALONG SAID EAST LINE OF BLOCK 4, A DISTANCE OF 15.00 FEET; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF BLOCK 4, A DISTANCE OF 215.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 1; THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 15.00 FEET TO SAID SOUTHERLY ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 4, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

LOT 2 IN BLOCK 4 (EXCEPT THE NORTH 95.00 FEET THEREOF) IN CITY PARK CENTER, BEING A RESUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1887 AS DOCUMENT 87 10501 IN COOK COUNTY, ILLINOIS.

TOTAL PROPERTY AREA: 98,350 SQ.FT. ± 1.27 ACRES, MORE OR LESS.

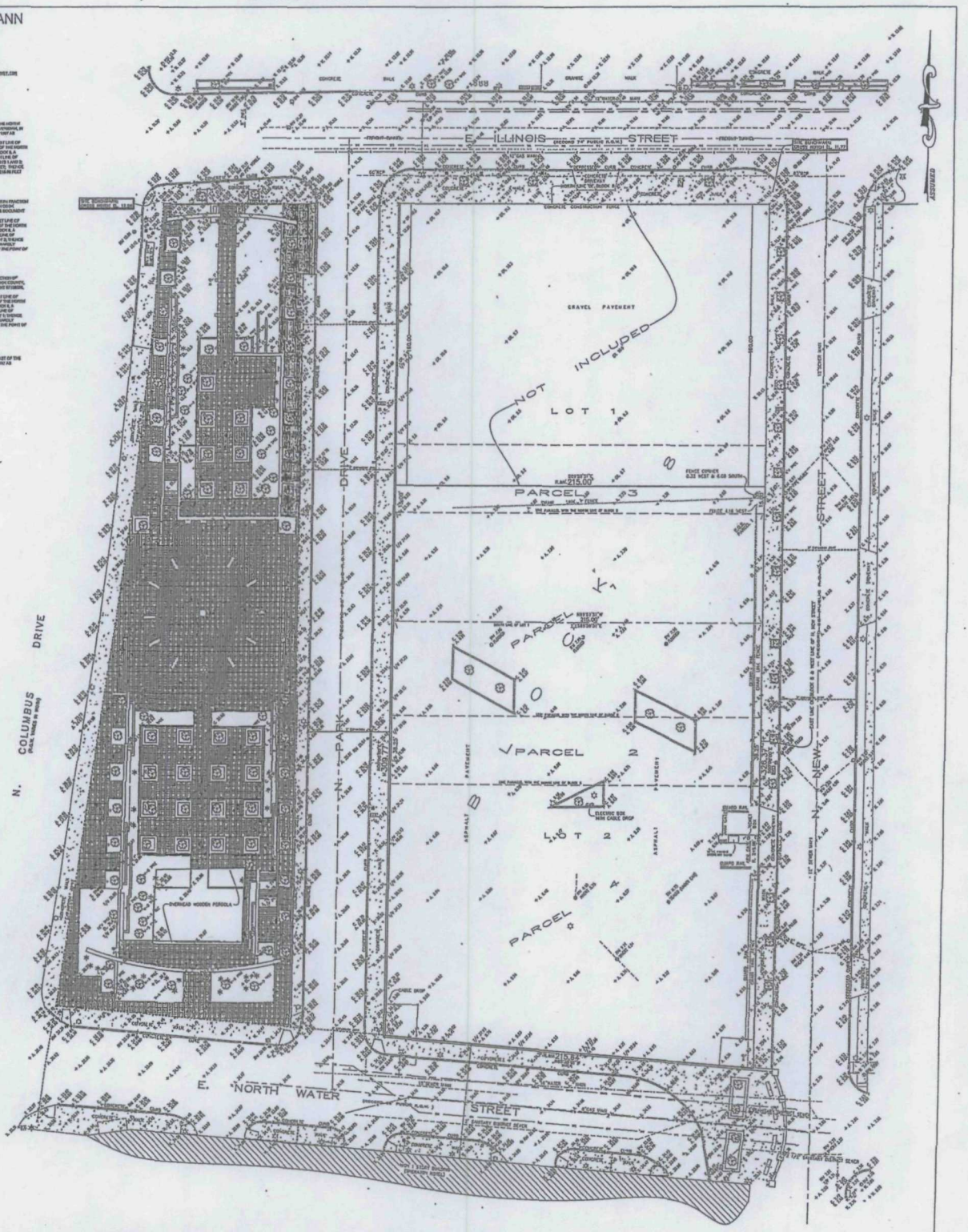
VICINITY MAP
(NOT TO SCALE)

Legend:

- Storm MH
- Storm CB
- Storm Inlet
- Storm Inlet
- San MH
- San Storm Combo MH
- San Clean Out
- Water Valve Vault
- Water Mtl
- Water Buffalo Box
- Water Hand Hole
- Water Meter
- Water Fire Hydrant
- Telephone MH
- Telephone Vault
- Telephone Pedestal
- Public Telephone
- Combination Pedestal
- Utility Pole
- Guy Anchor
- Electric Manhole
- Electric MH
- Electric Vault
- Electric Hand Hole
- Electric Pad
- Electric Meter
- Electric Pedestal
- Electric Light Pole
- Electric Traffic Signal
- Electric Light Pole with Traffic Signal
- Electric Traffic Control Box
- Electric Traffic Vault
- Electric Ground Light
- Electric Mounted Wall Light
- Gas Buffalo Box
- Gas Hand Hole
- Gas Meter
- Gas Valve
- Gas MH
- Gas Vault
- Cable TV Pedestal
- Tree — Deciduous
- Tree — Evergreen
- Parking Meter
- Parking Pay Box
- Sign Post
- Mail Box
- Bumper Post
- Bike Rack
- Soil Boring
- Unidentified Manhole
- Auto Sprinkler
- Hose Connection
- Fire Alarm
- Flag Pole
- Trash Receptacle

TOPO LEGEND

A	Asphalt
C	Curb
G	Gutter
W	Walk
X	Concrete
D.S.	Door Sill
F.F.	Finished Floor
T/F	Top of Foundation
M.W.	Manholing Wall
T.R.	Top of Rail
B.H.	Building Height
M-S	Multi-stem Tree


E. ILLINOIS STREET
(PUBLIC RAIL)
CONCRETE WALK
GRAVEL PAVEMENT
NOT INCLUDED
LOT 1
PARCEL 3
PARCEL 1
PARCEL 2
LOT 2
PARCEL 4
N. COLUMBUS DRIVE
N. PARK DRIVE
N. NEW STREET
E. NORTH WATER STREET
OVERHEAD WOODEN PERGOLA
ELECTRIC BOX
MIN CABLE DROP
ASPHALT PAVEMENT
CONCRETE CURB
CONCRETE WALK
CONCRETE CROSSWALK FORM
BUILDING
BRICK BUILDING
ENTRANCE
BUILDING ENTRANCE
BUILDING ENTRANCE
BUILDING