



MEMORANDUM

TO: Bruce K. Walden, Chief Administrative Officer
FROM: William R. Gray, P.E., Public Works Director
Gale L. Jamison, P.E., Assistant City Engineer
DATE: November 1, 2006
RE: Five Points Realty (102 East University Avenue)
Tiered Approach to Corrective Action Objectives Agreement
Broadway Avenue and University Avenue

INTRODUCTION/ISSUES

Five Points Realty, LLC is currently completing Corrective Action work at the northeast corner of University Avenue and Broadway Avenue (102 East University Avenue) in accordance with 35 Illinois Administrative code (IAC) Part 734, *Petroleum Underground Storage Tanks (Releases Reported On Or After June 24, 2002)*, and 35 IAC Part 742, *Tiered Approach to Corrective Action Objectives (TACO)*, in response to leaking underground storage tank contamination discovered on the site. Subsurface investigation work, completed to date as part of Corrective Action, has identified soil and groundwater contamination in excess of the Tier 1 soil and groundwater remediation objectives beneath the subject site. In order to obtain a No Further Remediation (NFR) Letter for the subject site, Five Points Realty will propose to the Illinois Environmental Protection Agency (IEPA) a risk-based Corrective Action Plan (CAP) which will evaluate risk-based Tier 2 soil and groundwater remediation objectives for the site and adjacent rights-of-way.

As a part of the CAP Five Points Realty, LLC is proposing Institutional Controls to be placed on the properties and adjacent rights-of-way. The form of Institutional Control proposed for this site is an agreement between the property owner and a highway authority (City) with respect to any contamination remaining under the City's right-of-way.

The proposed *Tiered Approach to Corrective Action Objective Agreement* (Highway Authority Agreement) (attached) is similar to the one entered into with the owners of the Pride Oil site at 1701 South Philo Road and the Shell Oil site at 1901 Philo Road. The agreement defines responsibilities for removal of contamination within the right-of-way by Five Points Realty, LLC, if encountered by construction activities. It provides for remedies for the City if Five Points Realty, LLC fails to take appropriate action. It also requires the City to prohibit the use of groundwater as a potable water supply within the right-of-way. That portion of the Broadway Avenue right-of-way covered by the Agreement is shown on the attached Figure 3.

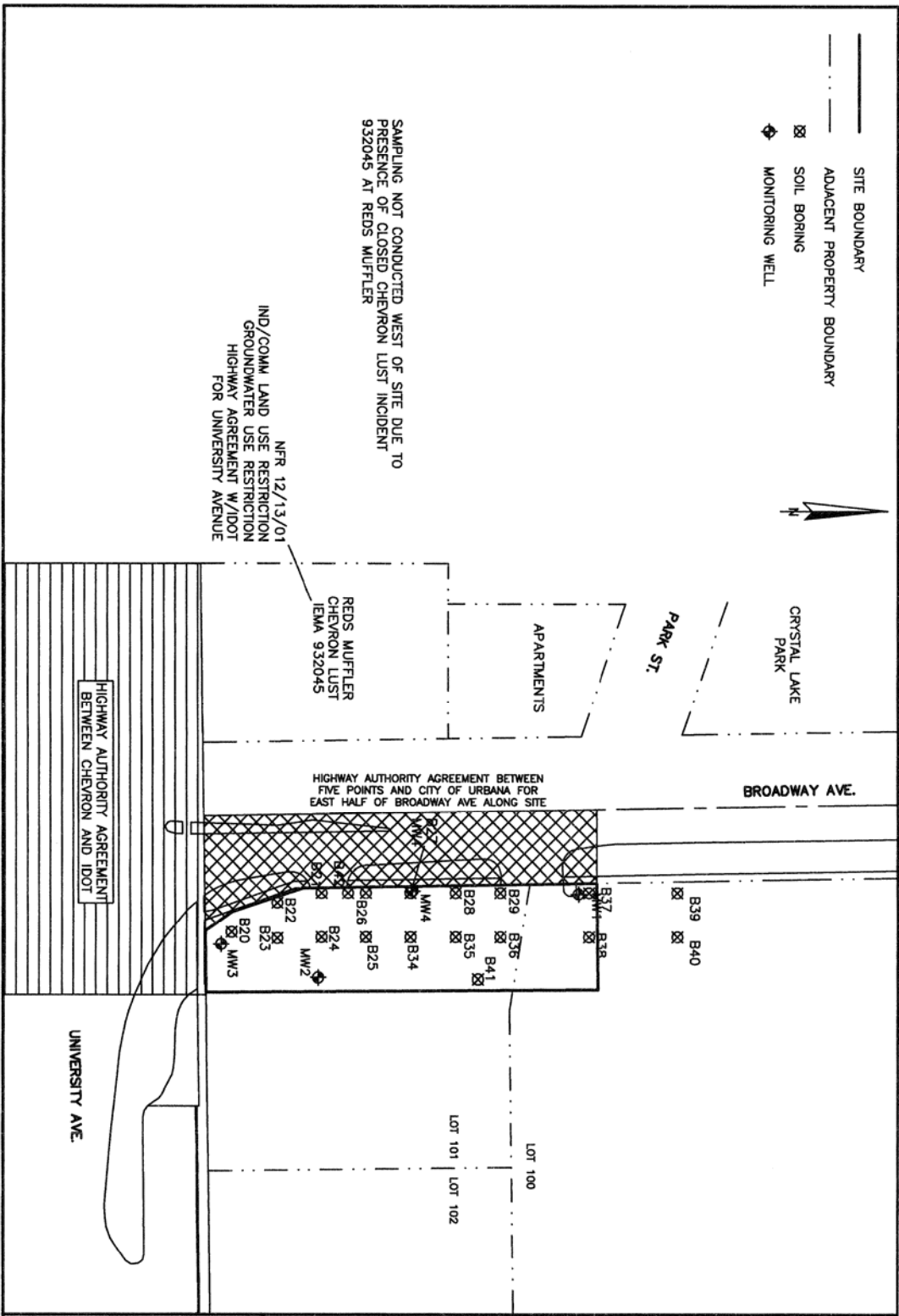
FISCAL IMPACTS

There are no financial impacts to the City with either the TACO Agreement or the Groundwater Restriction Ordinance.

RECOMMENDATIONS

It is recommended that “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN A TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES AGREEMENT” BE APPROVED.

.



Job #05458 PROFESSIONAL ENGINEERING CORP. 201 West Springfield, Suite 300, Champaign, Illinois 61824-0140 Phone No. 217-352-8678	Date: 07/07/08 Licensee No. 184-000131 Expires: 4/30/2007	0' 25' 50' 	FIVE POINTS REALTY 102 E. UNIVERSITY AVE. URBANA, IL 61801 LPC 0191059036	PROPOSED HIGHWAY AGREEMENT LOCATION MAP	FIGURE NO.
					3

ORDINANCE NO. 2006-11-131

**AN ORDINANCE
APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE
TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES (TACO) AGREEMENT
(Broadway Avenue at University Avenue)**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an agreement by and between the City of Urbana, Illinois, and Five Points Realty, LLC., in the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this _____ day of _____, 2006.

AYES:

NAYES:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2006.

Laurel Lunt Prussing, Mayor

TIERED APPROACH TO CORRECTIVE-ACTION OBJECTIVES AGREEMENT

This Agreement is entered into this ____ day of _____, 2006 pursuant to 35 Ill. Admin. Code Section 742.1020 by and between Five Points Realty, LLC (Owner/Operator) and the City of Urbana (City), as follows:

1. This Agreement is not binding upon the City until it is executed by the undersigned representative of the City and prior to execution; this Agreement constitutes an offer by Owner/Operator. The duly authorized representatives of Owner/Operator have signed this Agreement and this Agreement is binding upon them, their successors and assigns.
- 2.a. Owner/Operator is pursuing a corrective action of a Site and of the right-of-way adjacent to the boundary of the Site located at the northeast corner of University Avenue and Broadway Avenue, 102 E. University Avenue, Urbana, Illinois (Site).
- 2.b. Attached as Exhibit A are site maps prepared by Owner/Operator which show the area of estimated contaminant impacted soil and/or groundwater at the time of this Agreement in the right-of-way above Tier 1 residential levels under 35 Ill. Admin. Code Part 742. Also shown in Exhibit A are tables prepared by Owner/Operator showing the concentration of contaminants of concern, hereafter "Contaminants," in soil and/or groundwater within the Site and which shows the applicable Tier 1 soil remediation objectives for residential property and Tier 1 objectives for groundwater of the Illinois Pollution Control Board ("IPCB") which are exceeded along the boundary of the Site adjacent to the Right-of-Way. The right-of-way, and only the right-of-way, as described in Exhibit B, hereinafter the "Right-of-Way," adjacent to the Site is subject to this Agreement. As the drawings in the Exhibits are not surveyed plats, the boundary of the Right-of-Way in the Exhibits may be an approximation of the actual right-of-way lines. The Right-of-Way is impractical to sample for Contaminants; however, the parties believe that the area of the Right-of-Way is adequate to encompass soil and/or groundwater within the Right-of-Way possibly impacted with Contaminants from a release at the Site.
- 2.c. The Illinois Environmental Protection Agency has assigned LPC number 0191059036 to the release at the Site as part of the Site Remediation Program.
- 2.d. Owner/Operator intends to request risk-based, site specific soil and/or groundwater remediation objectives from the Illinois Environmental Protection Agency ("IEPA") under 35 Ill. Admin. Code Part 742.
- 2.e. Under these rules, use of risk-based, site specific remediation objectives in the Right-of-Way may require the use of a Highway Authority Agreement as defined in 35 Ill. Admin. Code Section 742.1020.
3. The City holds a fee simple interest or a dedication for highway purposes in the Right-of-Way, or the Right-of-Way is a platted street, and has jurisdiction of the Right-of-Way. For purposes of this Agreement, "jurisdiction" means that the City exercises access control over the use of groundwater beneath the Right-of-Way and over access to the soil beneath the Right-of-Way because it requires a permit for that access.
- 4.a. Under 35 Ill. Admin. Code Section 742.1020, this Agreement is intended to be an acceptable "Highway Authority Agreement" to IEPA, as the City is willing to agree that it will not allow the use of groundwater under the highway Right-of-Way as a potable or other domestic supply of water and that it will limit access as described herein to soil under the highway Right-of-Way that is contaminated from the release at levels above residential Tier 1 remediation objectives.

4.b. The IEPA must review and approve this Agreement, and this Agreement shall be referenced in the IEPA's "No Further Remediation" determination in the chain of title for the Site in the county where the Site is located.

4.c. This Agreement shall be null and void as a Highway Authority Agreement should the IEPA not approve it or should it not be referenced in the "No Further Remediation" determination, provided, however, that this Agreement shall be effective between the Owner/Operator and the City immediately upon signature by their representatives.

5. The City promises IEPA and the Owner/Operator that it will prohibit the use of groundwater that is contaminated from the release at the Site at levels above Tier 1 remediation objectives beneath its Right-of-Way as a potable or other domestic supply of water and will limit access to soil as described herein under the Right-of-Way that is contaminated from the release at the Site at levels above Tier 1 remediation objectives. As the pavement in the Right-of-Way may be considered an engineered barrier, the Owner/Operator agrees to reimburse the City for maintenance activities requested by Owner/Operator in writing in order to maintain it as a barrier. The City does not otherwise agree to perform maintenance of the Right-of-Way, nor does it agree that the highway Right-of-Way will always remain a highway or that it will maintain the Right-of-Way as an engineered barrier.

6. The Owner/Operator agrees to defend, indemnify and hold harmless the City, and other highway authorities, if any, maintaining the highway Right-of-Way by an agreement with the City, and the City's agents, contractors or employees for all obligations asserted against or costs incurred by them, including reasonable attorney's fees and court costs, associated with the release of Contaminants from the Site, regardless whether said obligations or costs were caused by the negligence, but not the gross negligence, of them.

7. As an additional consideration, Owner/Operator agrees to reimburse the City for the reasonable costs it has incurred in protecting human health and the environment, including, but not limited to, identifying, investigating, handling, storing and disposing of contaminated soil and groundwater in the Right-of-Way as a result of the release of Contaminants at this Site. The City has documented those costs for Owner. Those costs amount to \$0. If costs have been incurred, a cashier's check made payable to City of Urbana shall be tendered to the City at the time Owner/Operator furnishes a signed Agreement to the City for its signature. That check will be deposited when this Agreement is signed by all necessary parties.

8. This Agreement shall be binding upon all successors in interest to the Owner/Operator and to the interest of the City in the highway Right-of-Way. A successor in interest of the City would include a highway authority to which the City would transfer jurisdiction of the highway.

9. Violation of the terms of this Agreement by Owner/Operator, or their successors in interest, may be grounds for avoidance of this Agreement as a Highway Authority Agreement. Violation of the terms of this Agreement by the City will not void this Agreement, unless the IEPA has determined that the violation is grounds for voiding this Agreement as a Highway Authority Agreement and the City has not cured the violation within such time as IEPA has granted to cure the violation.

10. This Agreement shall continue in effect from the date of this Agreement until the Right-of-Way is demonstrated to be suitable for unrestricted use and there is no longer a need for this Agreement as a Highway Authority Agreement, and the IEPA has, upon written request to the IEPA by the Owner/Operator and notice to the City, amended the notice in the chain of title of the Site to reflect unencumbered future use of that highway Right-of-Way.

11. This Agreement is in settlement of claims the City may have arising from the release of Contaminants into the Right-of-Way associated with incident number 0191059036.

12. This Agreement does not limit the City'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 City reserves the right and the right of those using its property under permit to remove contaminated soil or groundwater above Tier 1 residential remediation objectives from its Right-of-Way and to dispose of them as they deem appropriate not inconsistent with applicable environmental regulations so as to avoid causing a further release of the Contaminants and to protect human health and the environment.

Prior to taking any such action, the City will first give Owner/Operator 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. Failure to give notice is not a violation of this Agreement. 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 Owner/Operator. If practicable, as reasonably determined by the City, the City may provide Owner/Operator with an opportunity to perform the Site investigation and to remove and dispose of the contaminated soil and/or groundwater necessary for the City's work in advance of that work.

The Owner/Operator shall reimburse the reasonable costs incurred by the City to perform the site investigation and to dispose of any contaminated soil or groundwater, provided, however, that if notice to Owner/Operator 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 Owner/Operator not reimburse the reasonable costs under the conditions set forth herein, this Agreement shall be null and void, at the City's option, upon written notice to Owner/Operator by the City that those costs have not been reimbursed. Owner/Operator may cure that problem within twenty working days by making payment, or may seek to enjoin that result.

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

If to Owner/Operator:

Five Points Realty, LLC
Joseph Petry
PO Box 2398
Champaign, Illinois 61825

If to City:

Director of Public Works
706 S. Glover Avenue
Urbana, Illinois 61802

14. The City's sole responsibility under this Agreement with respect to others using the highway Right-of-Way under permit from the City is to include the following, or similar language, in the future standard permit provisions and to make an effort to notify its current permit holders of the following:

As a condition of this permit, the permittee shall request the City to identify sites in the Right-of-Way where access to contaminated soil or groundwater is governed by Tiered Approach to Corrective-Action Objectives (TACO) Agreements. The permittee shall take measures before, during and after any access to these sites to protect worker safety and human health and the environment. Excavated, contaminated soil should be managed off-site in accordance with all environmental laws and regulations.

Owner/Operator hereby releases the City from liability for breach of this Agreement by others under permit and agrees to defend and indemnify the City against claims that may arise from

others under permit causing a breach of this Agreement. Owner/Operator agrees that its personnel, if any, at the Site who are aware of this Agreement will notify anyone they know is excavating in the Right-of-Way about this Agreement.

15. Should the City breach this Agreement, Owner/Operator's sole remedy is for an action for damages in the Illinois Court of Claims. Any and all claims for damages against the City, its agents, contractors, employees or its successors in interest arising at any time for a breach of paragraph 5 of this Agreement are limited to an aggregate maximum of \$20,000.00. No other breach by the City, its agents, contractors, employees and its successors in interest of a provision of this Agreement is actionable in either law or equity by Owner/Operator against the City or them and Owner/Operator hereby releases the City, its agents, contractors, employees and its successors in interest for any cause of action it may have against them, other than as allowed in this paragraph, arising under this Agreement or environmental laws, regulations or common law governing the contaminated soil or groundwater in the highway Right-of-Way. Should the City convey, vacate or transfer jurisdiction of that highway Right-of-Way, Owner/Operator may pursue an action under this Agreement against the successors in interest, other than a State agency, in a court of law.

16. This Agreement is entered into by the City in recognition of laws passed by the General Assembly and regulations adopted by the Pollution Control Board which encourage a tiered-approach to remediating environmental contamination. This Agreement is entered into by the City in the spirit of those laws and under its right and obligations as a highway authority. Should any provisions of this Agreement be struck down as beyond the authority of the City, however, this Agreement shall be null and void.

IN WITNESS WHEREOF, Owner/Operator, Five Points Realty, LLC, has caused this Agreement to be signed by its duly authorized representative.

BY: _____ DATE: _____

Printed Name: _____

Title: _____

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

City of Urbana

BY: _____ DATE: _____

Printed Name: _____

Title: _____

**Five Points Realty, LLC and the City of Urbana
Highway Authority Agreement
Broadway Avenue**

Exhibit A

- SITE BOUNDARY
- - - ADJACENT PROPERTY BOUNDARY
- ⊗ SOIL BORING
- ⊕ MONITORING WELL



SAMPLING NOT CONDUCTED WEST OF SITE DUE TO PRESENCE OF CLOSED CHEVRON LUST INCIDENT 932045 AT REDS MUFFLER

CRYSTAL LAKE PARK

PARK ST.

APARTMENTS

REDS MUFFLER CHEVRON LUST IEMA 932045

BROADWAY AVE.

O'BRIEN AUTO PARK BODY SHOP

HORIZONTAL SOIL CONT > TIER 1 AT SRP SITE

B39 B40

B37 B38

LOT 100

LOT 101 LOT 102

O'BRIEN AUTO PARK SERVICE CENTER

B27 MW4

B29 B36

B28 B35

B26 B34

B42 B25

B21 B24

B22 B23

B20 MW3

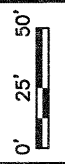
MW2

UNIVERSITY AVE.

FIGURE NO.
1

ESTIMATED SOIL IMPACT MAP

FIVE POINTS REALTY
102 E. UNIVERSITY AVE.
URBANA, IL 61801
LPC 0191059036



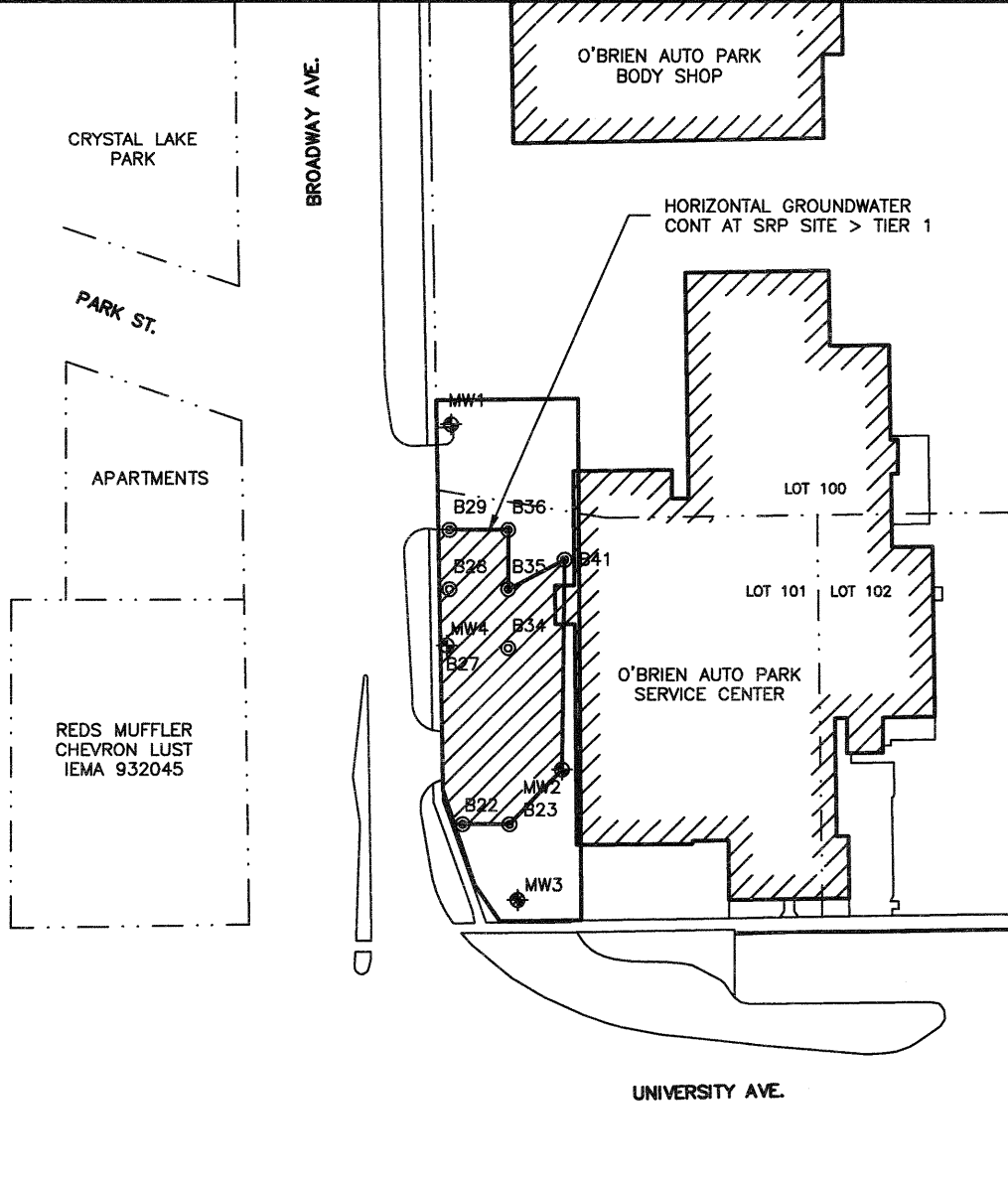
Date: 07/07/08
Job # 05-459
201 West Springfield, Suite 300,
Champaign, IL 61820-0140
Phone No. 217-332-8899
License # 080131
Expires: 7/31/2007



- SITE BOUNDARY
- - - ADJACENT PROPERTY BOUNDARY
- ◆ MONITORING WELL
- ⊙ GROUNDWATER SAMPLE FROM BORING



SAMPLING NOT CONDUCTED WEST OF SITE DUE TO PRESENCE OF CLOSED CHEVRON LUST INCIDENT 932045 AT REDS MUFFLER



Job # 05499 HIBC ENGINEERING Professional Engineering Corp.	Date: 07/07/08 201 West Springfield, Suite 300, Champaign, Illinois 61824-0140 Phone No. 217-332-8976 License No. 194-000131 Expires: 7/30/2007	0' 25' 50' 	FIVE POINTS REALTY 102 E. UNIVERSITY AVE. URBANA, IL 61801 LPC 0191059036	ESTIMATED GROUNDWATER IMPACT MAP	FIGURE NO. 2
---	--	----------------	--	-------------------------------------	-----------------

Table 1A
 Five Points Realty, LLC
 Laboratory Results - Soil Samples
 HDC Project No. 05459

Parameter	Tier 1 Industrial/Commercial Soil Objective*	Soil Sample ID - Depth (ft)										
		B20	B21	B22	B23	B24	B25	B26	B26	B27	B27	B28
		10'	6'	6'	8'	5'	8'	12'	14'	10'	12'	10'
BTEX												
Benzene	0.03	ND	0.608	ND	ND	ND	ND	0.0668	4.54	ND	11.3	ND
Toluene	12	ND	ND	ND	ND	ND	ND	ND	ND	ND	1	ND
Ethylbenzene	13	ND	ND	ND	ND	ND	ND	7.64	ND	0.37	ND	0.452
Total xylenes	150	ND	0.326	ND	ND	ND	ND	10.2	ND	0.396	ND	ND
PNAs												
Acenaphthene	570	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthylene ¹	24	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA
Anthracene	12,000	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo (a) Anthracene	2	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo (a) Pyrene	0.8**	ND	0.0764	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo (b) Fluoranthene	5	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo (g,h,i) Perylene ¹	32,000	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo (k) Fluoranthene	49	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA
Chrysene	160	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA
Dibenzo (a,h) Anthracene	0.8**	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA
Fluoranthene	4,300	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA
Fluorene	560	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA
Indeno (1,2,3-c,d) Pyrene	8**	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA
Naphthalene	1.8***	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA
Phenanthrene ¹	220	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA
Pyrene	4,200	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA
Date Sampled		1/31/05	1/31/05	2/21/05	2/21/05	2/21/05	2/21/05	2/21/05	2/21/05	2/21/05	2/21/05	2/21/05

NOTES:

All units in mg/kg

ND : Results below laboratory detection limits

NA: Analyte not tested

* : 35 Illinois Administrative Code 742, Appendix B, Table B, Tier I Soil Remediation Objectives for Industrial/Commercial Properties (Soil Component of the Groundwater Ingestion Route)

Shaded values indicate contamination levels above TACO Tier I most restrictive remediation objectives.

** Industrial commercial ingestion objective most restrictive remediation objective

*** Construction worker inhalation objective most restrictive remediation objective

¹ Non-TACO chemical objective obtained from IEPA web site.

Table 1A
Five Points Realty, LLC
Laboratory Results - Soil Samples
HDC Project No. 05459

Parameter	Tier 1 Industrial/Commercial Soil Objective*	Soil Sample ID - Depth (ft)										
		B28	B29	B29	B34	B35	B35	B36	B36	B37	B38	B38
		12'	10'	12'	12'	10'	12'	10'	12'	12'	10'	12'
BTEX												
Benzene	0.03	ND	ND	5.76	ND	ND	ND	ND	0.0987	ND	ND	ND
Toluene	12	ND	ND	0.298	ND	ND	ND	ND	ND	ND	ND	ND
Ethylbenzene	13	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Total xylenes	150	ND	ND	ND	ND	ND	ND	ND	0.334	ND	ND	ND
PNAs												
Acenaphthene	570	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthylene ¹	24	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Anthracene	12,000	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo (a) Anthracene	2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo (a) Pyrene	0.8**	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo (b) Fluoranthene	5	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo (g,h,i) Perylene ¹	32,000	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo (k) Fluoranthene	49	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Chrysene	160	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Dibenzo (a,h) Anthracene	0.8**	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Fluoranthene	4,300	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Fluorene	560	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Indeno (1,2,3-c,d) Pyrene	8**	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Naphthalene	1.8***	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Phenanthrene ¹	220	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Pyrene	4,200	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Date Sampled		2/21/05	2/21/06	2/21/06	10/26/05	10/26/05	10/26/05	10/26/05	10/26/05	10/26/05	10/26/05	10/26/05

NOTES:

All units in mg/kg

ND : Results below laboratory detection limits

NA: Analyte not tested

* : 35 Illinois Administrative Code 742, Appendix B, Table B, Tier I Soil Remediation Objectives for Industrial/Commercial Properties (Soil Component of the Groundwater Ingestion Route)

Shaded values indicate contamination levels above TACO Tier I most restrictive remediation objectives.

** Industrial commercial ingestion objective most restrictive remediation objective

*** Construction worker inhalation objective most restrictive remediation objective

¹ Non-TACO chemical objective obtained from IEPA web site.

Table 1A
Five Points Realty, LLC
Laboratory Results - Soil Samples
HDC Project No. 05459

Parameter	Tier 1 Industrial/Commercial Soil Objective*	Soil Sample ID - Depth (ft)								
		B39	B39	B40	B40	B41	B41	B42	MW4	MW4
		10'	12'	10'	12'	8'	12'	24'	22'	24'
BTEX										
Benzene	0.03	ND	ND	ND	ND	ND	ND	ND	ND	ND
Toluene	12	ND	ND	ND	ND	ND	ND	ND	ND	ND
Ethylbenzene	13	ND	ND	ND	ND	ND	ND	ND	ND	ND
Total xylenes	150	ND	ND	ND	ND	ND	ND	ND	ND	ND
PNAs										
Acenaphthene	570	NA	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthylene ¹	24	NA	NA	NA	NA	NA	NA	NA	NA	NA
Anthracene	12,000	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo (a) Anthracene	2	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo (a) Pyrene	0.8**	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo (b) Fluoranthene	5	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo (g,h,i) Perylene ¹	32,000	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo (k) Fluoranthene	49	NA	NA	NA	NA	NA	NA	NA	NA	NA
Chrysene	160	NA	NA	NA	NA	NA	NA	NA	NA	NA
Dibenzo (a,h) Anthracene	0.8**	NA	NA	NA	NA	NA	NA	NA	NA	NA
Fluoranthene	4,300	NA	NA	NA	NA	NA	NA	NA	NA	NA
Fluorene	560	NA	NA	NA	NA	NA	NA	NA	NA	NA
Indeno (1,2,3-c,d) Pyrene	8**	NA	NA	NA	NA	NA	NA	NA	NA	NA
Naphthalene	1.8***	NA	NA	NA	NA	NA	NA	NA	NA	NA
Phenanthrene ¹	220	NA	NA	NA	NA	NA	NA	NA	NA	NA
Pyrene	4,200	NA	NA	NA	NA	NA	NA	NA	NA	NA
Date Sampled		10/26/05	10/26/05	10/26/05	10/26/05	10/26/05	10/26/05	01/11/06	01/11/06	01/11/06

NOTES:

All units in mg/kg

ND : Results below laboratory detection limits

NA: Analyte not tested

* : 35 Illinois Administrative Code 742, Appendix B, Table B, Tier I Soil Remediation Objectives for Industrial/Commercial Properties (Soil Component of the Groundwater Ingestion Route)

Shaded values indicate contamination levels above TACO Tier I most restrictive remediation objectives.

** Industrial commercial ingestion objective most restrictive remediation objective

*** Construction worker inhalation objective most restrictive remediation objective

¹ Non-TACO chemical objective obtained from IEPA web site.

Table 1B
 Five Points Realty, LLC
 Laboratory Results - Groundwater Samples
 HDC Project No. 05459

Parameter	Tier 1 Groundwater Objective*	Groundwater Sample ID								
		GW22 (B22)	GW23 (B23)	GW27 (B27)	GW28 (B28)	GW29 (B29)	B34	B35	B36	B41
BTEX										
Benzene	0.005	ND	ND	0.0617	0.0524	0.000742	0.00897	0.00167	0.0029	0.00143
Toluene	1	ND	ND	0.0274	0.0155	ND	ND	ND	ND	ND
Ethylbenzene	0.7	ND	ND	0.197	0.336	0.0326	ND	ND	ND	ND
Total xylenes	10	ND	ND	0.366	0.332	0.0784	0.00589	ND	ND	ND
Date Sampled		2/21/05	2/22/05	2/22/05	2/22/05	2/22/05	10/26/05	10/26/05	10/26/05	10/26/05

NOTES

All units in mg/L

ND : Results below laboratory detection limits

* : 35 Illinois Administrative Code 742, Appendix B, Table E, Tier 1 Groundwater Remediation Objectives for the Groundwater Component of the Groundwater Ingestion Route, Class I).

Shaded values indicate contamination levels above TACO Tier I most restrictive remediation objectives.

These preliminary samples were collected from open boreholes, not permanent monitoring wells.

Table 1B
 Five Points Realty, LLC
 Laboratory Results - Groundwater Samples
 HDC Project No. 05459

Parameter	Tier 1 Groundwater Objective*				
		MW1	MW2	MW3	MW4
<i>BTEX</i>					
Benzene	0.005	ND	ND	ND	0.0213
Toluene	1	ND	ND	ND	0.0175
Ethylbenzene	0.7	ND	ND	ND	0.0255
Total xylenes	10	ND	ND	ND	0.021
Date Sampled		01/23/06	01/23/06	01/23/06	01/23/06

NOTES

All units in mg/L

ND : Results below laboratory detection limits

* : 35 Illinois Administrative Code 742, Appendix B, Table E, Tier 1 Groundwater Remediation Objectives for the Groundwater Component of the Groundwater Ingestion Route, Class I).

Shaded values indicate contamination levels above TACO Tier I most restrictive remediation objectives.

**Five Points Realty, LLC and the City of Urbana
Highway Authority Agreement
Broadway Avenue**

Exhibit B

- SITE BOUNDARY
- - - ADJACENT PROPERTY BOUNDARY
- ⊠ SOIL BORING
- ◆ MONITORING WELL



CRYSTAL LAKE
PARK

PARK ST.

APARTMENTS

BROADWAY AVE.

HIGHWAY AUTHORITY AGREEMENT BETWEEN
FIVE POINTS AND CITY OF URBANA FOR
EAST HALF OF BROADWAY AVE ALONG SITE

SAMPLING NOT CONDUCTED WEST OF SITE DUE TO
PRESENCE OF CLOSED CHEVRON LUST INCIDENT
932045 AT REDS MUFFLER

REDS MUFFLER
CHEVRON LUST
IEMA 932045

NFR 12/13/01
IND/COMM LAND USE RESTRICTION
GROUNDWATER USE RESTRICTION
HIGHWAY AGREEMENT W/IDOT
FOR UNIVERSITY AVENUE

HIGHWAY AUTHORITY AGREEMENT
BETWEEN CHEVRON AND IDOT

UNIVERSITY AVE.

B39 B40

B37 B38

B29 B36

B28 B35

B41

B34

B25

B24

B22

B23

B20

MW4

MW2

MW3

LOT 100

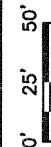
LOT 101 LOT 102

FIGURE NO.

3

PROPOSED HIGHWAY
AGREEMENT LOCATION MAP

FIVE POINTS REALTY
102 E. UNIVERSITY AVE.
URBANA, IL 61801
LPC 0191059036



Date: 07/07/06
201 West Springfield, Suite 300
Urbana, IL 61801
Phone No. 217-302-8876
License No. 194-000131
Expires: 7/30/2007



Job # 05-499