

VILLAGE OF BRADLEY

RESOLUTION NO. R-05-24-08

A RESOLUTION APPROVING A TOLLING AGREEMENT BY AND BETWEEN THE
VILLAGE OF BRADLEY AND TAKE 5 PROPERTIES SPV, LLC

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 13th DAY OF May, 2024

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 13th day of May, 2024

RESOLUTION NO. R-05-24-08

**A RESOLUTION APPROVING A TOLLING AGREEMENT BY AND BETWEEN THE
VILLAGE OF BRADLEY AND TAKE 5 PROPERTIES SPV, LLC**

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8) the Corporate Authorities of the Village are authorized to enter into contracts on behalf of the Village that serve the Village's legitimate corporate purposes; and

WHEREAS, Take 5 Properties SPV, LLC ("Take 5"), is the owner of certain real property located within the corporate boundaries of the Village of Bradley (the "Take 5 Property"), which property lies adjacent to a property that is presently owned by the Village (the "Bradley Property"); and

WHEREAS, in or around July of 2020, the Village Fire Inspector and the IEPA determined that there had been a spill or leak of chemical contaminants from the Take 5 Property, which spill/leak had encroached upon and otherwise affected the Bradley property (the "Incident"); and

WHEREAS, following the incident, Take 5 enrolled the Bradley Property, with the Village's approval, in to the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program ("SRP") and conducted testing and remediation activities on the Bradley Property pursuant to an Access Agreement between Take 5 and the Village (a copy of Bradley Resolution No. R-3-21-3, approving the Access Agreement and the SRP application is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, Take 5 has secured a focused No Further Remediation letter (the "NFR Letter") from IEPA, a copy of which is attached hereto as Exhibit B and fully incorporated herein, and has requested that the Village execute and return the "Property Owner Certification of the NFR Letter under the Site Remediation Program" attached thereto; and

WHEREAS, despite the issuance of the NFR Letter, the Village still wishes to conduct its own testing and sampling of the Bradley Property in order to ensure that there exists on said property no remaining chemical or other hazardous material contamination related to the Incident; and

WHEREAS, in order to facilitate the Village's testing and sampling of the Bradley Property without delaying certification of the NFR Letter, Take 5 has expressed a willingness to toll the statute of limitations associated with the Incident for a period of three years, as set forth in the Tolling Agreement attached hereto as Exhibit C and fully incorporated herein (the "Tolling Agreement"); and

WHEREAS, the Corporate Authorities of the Village have reviewed the Tolling Agreement and have determined that the terms, conditions, and provisions thereof are fair,

reasonable and acceptable to the Village, and further that entering into the same with Take 5 is in the best interests of the Village and its citizens; and

WHEREAS, the Corporate Authorities of the Village have further reviewed the NFR Letter as presented by Take 5 and have determined that the terms and conditions of the same are acceptable to the Village, contingent upon receipt of a fully executed and effective copy of the Tolling Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities of the Village hereby find that the terms, conditions, and provisions of the Tolling Agreement (Exhibit C) are fair, reasonable, and acceptable to the Village and declare that the same is approved in form and substance. Therefore, the Village President is hereby authorized and directed to execute said Tolling Agreement and further to take any and all actions, including without limitation the execution and delivery of documents, as necessary to enter into and perform under said Tolling Agreement with Take 5.

SECTION 3. Upon receipt of a fully executed and effected copy of the Tolling Agreement from Take 5, the Village President is further authorized to execute the “Property Owner Certification of the NFR Letter under the Site Remediation Program” attached to the NFR Letter (Exhibit B) and to deliver an original signed copy of the same to Take 5 by overnight delivery service, as required by the Tolling Agreement.

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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PASSED by the Board of Trustees on a roll call vote on the 13th day of May, 2024.

TRUSTEES:

RYAN LEBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GRANT D. VANDENHOUT	Aye - <input type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input checked="" type="checkbox"/>
GENE JORDAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - Nay - Absent -

TOTALS: Aye - 5 Nay - 0 Absent - 1

ATTEST:


KELLI BRZA, VILLAGE CLERK

APPROVED this 13th day of May, 2024.


MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

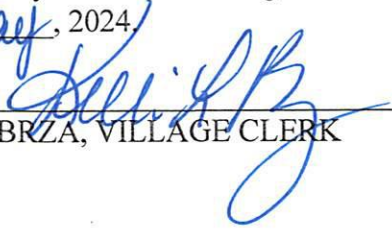

KELLI BRZA, VILLAGE CLERK



STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, Kelli Brza, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-05-24-08, "A RESOLUTION APPROVING A TOLLING AGREEMENT BY AND BETWEEN THE VILLAGE OF BRADLEY AND TAKE 5 PROPERTIES SPV, LLC," which was adopted by the Village Corporate Authorities at a meeting held on the 13th day of May, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 13th day of May, 2024.



KELLI BRZA, VILLAGE CLERK



Exhibit A

Resolution No. R-3-21-3

Exhibit B
NFR Letter

Exhibit C
Tolling Agreement

VILLAGE OF BRADLEY

RESOLUTION NO. R-3-21-3

A RESOLUTION AUTHORIZING AN ACCESS AGREEMENT BY AND BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND TAKE 5 PROPERTIES SPV, LLC, ALONG WITH AN APPLICATION INTO THE IEPA SITE REMEDIATION PROGRAM FOR CERTAIN VILLAGE-OWNED PROPERTY LOCATED WITHIN THE VILLAGE

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 17th DAY OF March, 2021

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 17 day of March, 2021

RESOLUTION NO. B-3213

A RESOLUTION AUTHORIZING AN ACCESS AGREEMENT BY AND BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND TAKE 5 PROPERTIES SPV, LLC, ALONG WITH AN APPLICATION INTO THE IEPA SITE REMEDIATION PROGRAM FOR CERTAIN VILLAGE-OWNED PROPERTY LOCATED WITHIN THE VILLAGE

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8) the Corporate Authorities of the Village are authorized to enter into contracts on behalf of the Village that serve the Village's legitimate corporate purposes; and

WHEREAS, Take 5 Properties SPV, LLC ("Take 5"), is the owner of certain real property located within the corporate boundaries of the Village of Bradley (the "Take 5 Property"), which property lies adjacent to a property that is presently owned by the Village (the "Bradley Property"); and

WHEREAS, in or around July of 2020, the Village Fire Inspector and the IEPA determined that there had been a spill or leak of chemical contaminants from the Take 5 Property, which spill/leak had encroached upon and otherwise affected the Bradley Property; and

WHEREAS, Take 5 is presently working in cooperation with the IEPA to remediate any and all environmental effects and damage cause by the aforementioned spill/leak, on both the Take 5 Property and the Bradley Property; and

WHEREAS, in order to perform necessary environmental remediation work on the Bradley Property, Take 5 has requested that the Village enter into an access agreement in relation to said property; and

WHEREAS, Take 5 and the Village have negotiated an access agreement for the Bradley Property, on terms and conditions that are reasonable and acceptable to the Village (the "Agreement") (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the Corporate Authorities of the Village have determined that executing the Agreement between the Village and Take 5 is in the best interests of the Village and its citizens; and

WHEREAS, Take 5 has also requested that the Village authorize Take 5 to enter the Bradley Property into the IEPA's site remediation program for the purposes of ridding the property of any chemical contaminants caused by the spill and thereafter securing a focused no further remediation letter; and

WHEREAS, in order to enter the Bradley Property into the IEPA's site remediation program, Take 5 needs the Village to sign the Site Remediation Program Application and Services Agreement (DRM-1) (the "SRP Application"), attached hereto as Exhibit B and fully incorporated herein; and

WHEREAS, the Corporate Authorities of the Village have determined that executing the SRP Application is in the best interests of the Village and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities of the Village hereby find that the Agreement, attached hereto as Exhibit A is reasonable and acceptable to the Village. The Village President is hereby authorized and directed to execute said agreement on behalf of the Village, as well as to take any and all other actions, including but not limited to the execution of any other documents, necessary to effectuate the Agreement between the Village and Take 5.

SECTION 3. The Corporate Authorities of the Village hereby find that it is in the best interests of the Village and its citizens to authorize Take 5 to enroll the Bradley Property in the IEPA's site remediation program for the purposes of securing a focused no further remediation letter. To that end, the Village President is hereby authorized and directed to execute the SRP Application, attached hereto as Exhibit B and fully incorporated herein, as well as to take any and all other actions, including but not limited to the execution of any other documents, necessary to effectuate the intent of this Resolution, which is to authorize Take 5 to perform testing and site remediation on the Bradley Property.

SECTION 4. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 5. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 6. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 7. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 17 day of March, 2021.

TRUSTEES:

ROBERT REDMOND	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
MICHAEL WATSON	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
RYAN LEBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

ACTING VILLAGE PRESIDENT:

MICHAEL WATSON Non-Voting -

TOTALS: Aye - 6 Nay - 0 Absent - 0

ATTEST:


JULIE TAMBLING, VILLAGE CLERK

APPROVED this 17 day of March, 2021.


MICHAEL WATSON, ACTING VILLAGE PRESIDENT

ATTEST:


JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-3213. "A RESOLUTION AUTHORIZING AN ACCESS AGREEMENT BY AND BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND TAKE 5 PROPERTIES SPV, LLC, ALONG WITH AN APPLICATION INTO THE IEPA SITE REMEDIATION PROGRAM FOR CERTAIN VILLAGE-OWNED PROPERTY LOCATED WITHIN THE VILLAGE." which was adopted by the Village Corporate Authorities at a meeting held on the 17 day of March, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 17 day of March, 2021.



JULIE TAMBLING, VILLAGE CLERK

(SEAL)

Exhibit A

**ACCESS AGREEMENT
VILLAGE OF BRADLEY, ILLINOIS, PROPERTY**

THIS ACCESS AGREEMENT FOR THE VILLAGE OF BRADLEY, ILLINOIS, PROPERTY (the "Agreement"), effective as of February __, 2021 (the "Effective Date"), is made among Take 5 Properties SPV LLC, a Delaware limited liability company ("Take 5"), and the Village of Bradley, Illinois ("Bradley"). Take 5 and Bradley are individually referred to herein as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, Bradley is the owner of certain real property described in Exhibit "A" attached hereto and made a part hereof, with a property index number of 17-09-09-303-020 (the "Bradley Property");

WHEREAS, Take 5 operates a Take 5 oil change facility on property leased from Store Master Funding VIII, LLC with an address of 1413 E. Larry Powers Road, Bradley, Illinois and a property index number of 17-09-09-303-021, which is located to the south and east of the Bradley Property;

WHEREAS, in July 2020, the Illinois Environmental Protection Agency ("Illinois EPA") and the Fire Inspector for the Village of Bradley, Illinois conducted an investigation of the Take 5 oil change facility and the Bradley Property;

WHEREAS, at the request of Illinois EPA, Take 5 removed approximately 18 tons of soil from the Bradley Property in July 2020;

WHEREAS, Illinois EPA has requested that Take 5 conduct further soil and groundwater investigations of the Bradley Property, Take 5 and Illinois EPA are in the process of negotiating a Compliance Commitment Agreement ("CCA"), and such CCA is expected to require that Take 5 enter the Bradley Property into the Site Remediation Program ("SRP") pursuant to 45 ILCS 5/58;

WHEREAS, Take 5 has retained qualified personnel and contractors in anticipation of undertaking at the Bradley Property the activities necessary to complete any and all investigations and/or site remediations that Illinois EPA may require in connection with the SRP (the "Work");

WHEREAS, Bradley will provide Take 5 access to the Bradley Property to facilitate the Work in exchange for the commitments and obligations of Take 5 as stated herein; and

WHEREAS, Take 5 is authorized to enter into this Agreement, and hereby acknowledges its consent to be bound by the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree the foregoing Recitals are true and correct and hereby incorporate them into this Agreement by reference and further agree as follows:

AGREEMENT

1. Access

Bradley specifically authorizes Take 5 and its authorized agents, representatives, and contractors, as well as the Illinois EPA and their authorized agents, representatives, and contractors (collectively, the "Entrants"), to enter upon the Bradley Property, as provided in this Agreement, to conduct all activities as may be necessary to complete the Work. In exchange, Take 5 agrees to (i) perform the Work in full compliance with any and all applicable laws, rules, and regulations, including but not limited to any and all regulations, policies, and standards now or hereinafter promulgated by the Illinois IEPA and (ii) secure a No Further Remediation Letter from the Illinois EPA with respect to the Bradley Property.

2. Term

This Agreement will commence upon the execution hereof and, except as otherwise provided in this Agreement, will remain in effect until (i) the Illinois EPA has issued a No Further Remediation Letter with respect to the Bradley Property and (ii) all property restoration required under Paragraph 3 has been performed in full compliance with all Illinois EPA standards and requirements. Except as otherwise provided in this Agreement, this Agreement will automatically terminate as of the earliest date on which both of the foregoing requirements are met.

3. Property Restoration

Upon completion of the Work and the issuance of an Illinois EPA No Further Remediation Letter with respect to the Bradley Property, Take 5 shall restore the Bradley Property to a condition as close as reasonably possible to the condition existing prior to the Work. Take 5 may either remove or permanently abandon-in-place any remaining groundwater monitoring wells and other remediation, investigation, and monitoring structures, equipment or facilities on the Bradley Property, provided that any such abandonment must (i) be in accordance with applicable law, (ii) not create any dangerous condition on the Bradley Property, and (iii) be approved in writing by the Illinois EPA as to each facility, structure, or improvement so abandoned. Any and all such removal or abandonment must occur within six months after approval by Illinois EPA to do so.

4. Regulatory Compliance

Take 5 will ensure that the Work is performed in compliance with all applicable laws, rules and regulations, including but not limited to any and all Illinois EPA regulations, policies, and standards, and will obtain any and all permits necessary for the conduct of the Work. Take 5 will locate utilities on the Bradley Property prior to any invasive work on the Bradley Property. Take 5 will ensure that all investigative or remediation-derived materials resulting from the Work will be handled and disposed of in accordance with applicable laws, regulations and procedures. Any staging of such investigative or remediation-derived materials shall be in accordance with applicable regulations.

5. Indemnification

Take 5 shall fully indemnify, defend and hold harmless Bradley from and against any and all claims, suits, damages, liabilities, judgments, fines, attorneys' fees, penalties, losses, costs or expenses ("Claim") arising out of or caused by the Work, provided that Take 5 shall have no obligation to indemnify or hold harmless Bradley against that portion of any Claim to the extent caused by, resulting from, or arising out of the negligence or willful misconduct of Bradley for the Work ("Indemnified Matters").

6. Assumption of Defense

In connection with any indemnity by Take 5, Take 5 shall have the right to assume and take over the defense of any claim against Bradley and engage attorneys approved by Bradley, which approval shall not be unreasonably delayed or withheld, to represent both parties in connection therewith, at Take 5's sole cost and expense.

7. Insurance

Take 5 has secured and provided Bradley with a certificate of liability insurance (the "Certificate") (attached hereto as Exhibit B and fully incorporated herein), which the Village has determined to be acceptable to the Village. Take 5 agrees that it will not terminate, cancel, or change the insurance coverages on the Certificate without first giving Bradley thirty (30) days written notice and securing Bradley's written consent to any such termination, cancellation, or change. Further, for the purposes of providing insurance coverage to Bradley against any and all claims that may arise out of or result from the Work, Take 5 will ensure that (i) all prime contractors performing Work on the Bradley Property purchase and maintain comprehensive general liability, contractors pollution liability, workers compensation insurance, and any other insurance coverage(s) necessary to ensure that each such contractor possesses the same or better coverage than Take 5 under the Certificate in the same or greater amounts (*see Exhibit B*) and (ii) all subcontractors performing Work on the Bradley Property purchase and maintain comprehensive general liability, contractors pollution liability, workers compensation insurance, and any other insurance coverage(s) necessary to ensure that each such contractor possesses the same or better coverage than Take 5 under the Certificate in amounts no less than fifty (50) percent of the amounts shown on the Certificate (*see Exhibit B*). No such policy shall be terminated, cancelled, or changed without notice to and written approval of Bradley as provided in this paragraph, above. All such insurance policies must be acquired from a company or companies authorized to do business in the State of Illinois and having current ratings from A.M. Best Company of A-VIII or higher. Bradley shall be named as an additional insured on each such insurance policy and each such policy shall specify that its coverage is primary and noncontributory. In the event that any contractor employed by Take 5 fails to purchase and maintain any and all insurance coverages required by this paragraph, Take 5 shall be responsible for, shall pay, and shall indemnify and hold harmless the Village against any and all losses, costs, and/or damages, however occasioned, as may be suffered on account of said failure.

8. Bradley's Obligations

a. Bradley represents and warrants that it is the sole owner of the Bradley Property, that it is fully authorized to execute this Agreement, and that it will fully indemnify, protect, and indemnify Take 5 against any and all claims by persons who contest Bradley's ownership or authority as stated in this Paragraph 8(a). Bradley further represents and warrants that the Bradley Property is free and clear of any liens, mortgages, or encumbrances that could impair Bradley's ability to execute this Agreement.

b. Bradley shall notify Take 5 of any condition of the Bradley Property of which Bradley has actual knowledge that may threaten the Work on the Bradley Property, including the locations of any utilities known by Bradley.

c. Bradley will use all reasonable efforts to avoid taking any action on the Bradley Property that is likely to disrupt, interfere with, or alter the Work.

d. All equipment related to the Work remain the property of Take 5. Bradley agrees not to disturb, damage, abandon or destroy any such equipment related to the Work on the Bradley Property.

e. Bradley hereby authorizes Take 5 and its contractors to erect temporary signs, barricades or fences to prevent unauthorized persons from entering or drawing near areas where assessment or drilling activities or other activities are occurring that involve the use of equipment or that could be disturbed or interfered with by third parties.

f. Bradley hereby authorizes Take 5 and its contractors to temporarily cordon off an area in the vicinity of the equipment used to perform the Work as such equipment moves about the Bradley Property for purposes of excavating, handling and accumulating soil, water, spent supplies and waste materials.

g. Bradley understands and agrees that signs, notices, or placards may be placed indicating that the activities occurring or the substances present at the Bradley Property are dangerous, hazardous, or subject to regulation.

h. In the event Bradley sells the Bradley Property, Bradley shall notify the purchaser of the existence of this Agreement and of the obligations hereunder, and shall secure purchaser's written assent to abide by the terms of this Agreement, and shall provide a copy of purchaser's written assent to Take 5. As a condition to such assent, Take 5 agrees to be bound to the purchaser with respect to all of Take 5's obligations to Bradley under this Agreement.

9. No Admission of Liability

The Parties agree that nothing contained in this Agreement shall be construed as an admission of liability with respect to the matters set forth in this Agreement.

10. No Partnership

Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, or of partnership, or joint venture, or of any other association between Bradley and Take 5.

11. No Release or Waiver

Nothing contained in this Agreement is intended or shall be construed as releasing or waiving any claim(s) of liability that Bradley may have or hereinafter accrue against Take 5 from any source derived, including but not limited to any and all liability associated with Take 5's actions and/or negligence that lead to the release of chemical contaminants on the Bradley Property, as well as any and all liability associated with Take 5's actions or negligence, or the actions or negligence of any of the Entrants, their agents, or their contractors, in connection with the Work.

12. Notices

Any notice, request, direction, instruction, payment or other communication required or permitted to be made or given by any party hereto shall be in writing to the addresses set forth below or to such other address as the recipient may designate in writing to all parties and shall be (i) delivered in person, (ii) sent registered or certified mail, return receipt requested, (iii) sent Federal Express, USPS Express Mail, UPS or other overnight delivery service with delivery confirmation, or (iv) sent by email, in which case notice shall be deemed complete upon receipt of an electronic "read receipt" or a response from the recipient.

If to Bradley:

The Village of Bradley
147 S. Michigan
Bradley, Illinois 60915
Attn: Village President
(815) 932-2125

With a copy to:

Jeffrey Taylor
SPESIA & TAYLOR
1415 Black Road
Joliet, Illinois 60435
(815) 726-4311
jtaylor@spesia-taylor.com

If to Take 5:

Susan Mervine
Take 5 Properties SPV, LLC
440 South Church St., Ste. 700
Charlotte, North Carolina 28202
(980) 235-8337
susan.mervine@drivenbrands.com

With a copy to:

Jonathan Wells
Kazmarek Mowrey Cloud Laseter LLP
1230 Peachtree Street NE, Suite 900
Atlanta, GA 30309
(404) 812-0156
jwells@kmellaw.com

13. Electronic Mail as Writing

The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the receipt of electronic mail will be deemed to be "written" and a "writing" for all purposes of this Agreement.

14. Assignment

The rights of the parties under this Agreement are personal and, subject only to the provisions set forth in Paragraph 8(h) above, may not be assigned without the prior written consent of the other Parties hereto. Subject to the foregoing, this Agreement will be binding upon and enforceable against, and will inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors (including successors in title) and permitted assigns.

15. Headings

The use of headings, captions, and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and will in no event be considered otherwise in construing or interpreting any provision in this Agreement.

16. Severability

If any term, covenant, condition or provision of this Agreement, or the application thereof, to any person or circumstance, is ever held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstances (other than those to which it will be invalid or unenforceable) will not be hereby affected and each term, covenant, condition and provision hereof will remain valid and enforceable to the fullest extent permitted by law.

17. Non-Waiver

Failure by any Party to complain of any action, non-action or breach of any other Party will not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party will not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

18. Rights Cumulative

All rights, remedies, powers and privileges conferred under this Agreement on the Parties will be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

19. Applicable Law; Forum Selection

This Agreement and its attachments will be governed by and construed under and in accordance with the laws of the State of Illinois. The Parties hereby agree and affirm that sole and exclusive jurisdiction over any and all disputes arising out of or in relation to this agreement shall be vested in the Circuit Court for the Twenty-First Judicial Circuit, Kankakee County, Illinois. The Parties hereby submit to the personal and subject matter of said court for all purposes related to this Agreement and further waive any right to challenge venue therein, including but not limited to by filing any motion forum *non conveniens*.

20. Entire Agreement

This Agreement contains the entire agreement of the Parties with respect to Take 5's access to the Bradley Property as provided herein.

21. Modifications

This Agreement will not be modified or amended in any respect except by written agreement by the Parties in the same a manner as this Agreement is executed.

22. Counterparts

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all such counterparts together will constitute one and the same instrument.

23. Electronic Signatures

Electronic signatures, including signature pages transmitted via email, are binding upon all Parties and deemed as originals.

24. Authority

Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

25. Third Party Beneficiary

There are no intended or unintended third-party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first written above.

**[REMAINDER OF PAGE LEFT BLANK;
SIGNATURES FOLLOW ON PAGES 8-9]**

Bradley/Take 5 Access Agreement

Reviewed and Approved by Take 5 Properties SPV LLC:

DocuSigned By:
Signature: Scott O'Melia
3A4DAG3F5E2D403

Print Name: Scott O'Melia

Title: VP, General Counsel

Reviewed and Approved by the Village of Bradley:

Village of Bradley, Illinois,
a municipal corporation



Michael Watson, Acting Village President



Date

EXHIBIT A

Bradley Property
Legal Description

A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EASTERLY RIGHT OF WAY OF U.S. ROUTE 54 AT THE INTERSECTION OF SAID LINE WITH THE NORTH LINE OF THE SOUTH 10 ACRES OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS, SAID POINT BEING 45.8 FEET EAST OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 10 ACRES OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, 218.1 FEET TO A POINT; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, 185.4 FEET TO A POINT; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, 110.0 FEET TO A POINT; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, 110.0 FEET TO A POINT; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, 71.6 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. ROUTE 54; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE, 84.7 FEET TO A POINT; THENCE NORTH ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. ROUTE 54, 219.0 FEET TO THE PLACE OF BEGINNING.

Bearing the present PIN: 17-09-09-303-020

Property Map

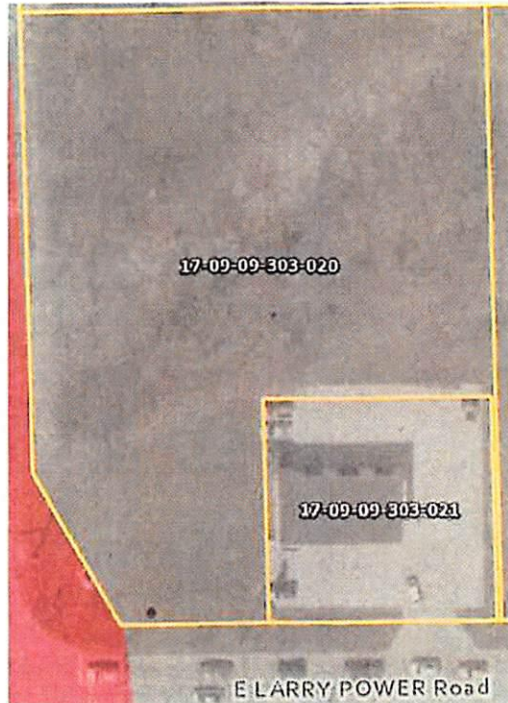


EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60608	CONTACT NAME: Amber Chavin	
	PHONE (Incl. No. Ext.): 312.803.6339	FAX (Incl. No.):
EMAIL ADDRESS: amber.chavin@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Starr Surplus Lines Insurance Company		13604
INSURER B: Starr Indemnity & Liability Company		38318
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 All Environmental dba AEI Consultants
 2500 Camino Diablo
 Walnut Creek CA 94597-3668

ALLENM-01

COVERAGES **CERTIFICATE NUMBER:** 1168775931 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM NO.	TYPE OF INSURANCE	ADDITIONAL INSURED (IND. W/O)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Pol <input checked="" type="checkbox"/> \$1M/\$2M Limits GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: CPL Dec: \$50,000	Y	100005888201	9/14/2020	9/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 GL Dec: \$5,000 \$ COMBINED SINGLE LIMIT (EA occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY Comp \$2,000 Coll \$2,000	Y	100003602201	9/14/2020	9/14/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE RETENTIONS \$	Y	1000336767201	9/14/2020	9/14/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		1000003855	9/14/2020	9/14/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made		100005888201	9/14/2020	9/14/2021	Each Claim Aggregate PL Dec: \$10,000 \$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an additional insured, per written contract or agreement, with regards to General Liability per form number CG 20 10 04 13, Automobile Liability per form no. CA 20 48 10 13, subject to policy terms, conditions and exclusion.

CERTIFICATE HOLDER Village of Bradley 147 S. Michigan Bradley IL 60915	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Exhibit B



Illinois Environmental Protection Agency

Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Instructions for the Site Remediation Program (SRP) Application and Services Agreement (Form DRM-1)

General Information

Completion of this Application and services Agreement is required of a person requesting enrollment in the Site Remediation Program (SRP). Please read these directions carefully. All information should be typed or legibly printed in ink. The letters "NA" may be used, but only if the requested information is not applicable. Justification must be stated for any failure to provide requested information.

Submit the original and one copy of all information requested in this application to:

Illinois Environmental Protection Agency
Bureau of Land
Remedial Project Management Section
Site Remediation Program
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

Hand carried documents may be delivered during normal business hours, 8:30 a.m. - 5 p.m., weekdays, to the above address.

We recommend you keep a copy of every submittal and any relevant correspondence sent to the Illinois EPA.

Please fill out sections in this section that apply to the services requested. The information required is described in the directions on the following pages.

If a request is being made for the Illinois EPA to determine the advance partial payment for anticipated services (see Section V of this application), then Form DRM-3 must be included.

If the application contains plans and reports for review and evaluation by the Illinois EPA, Form DRM-2 must also accompany the submittal.

I. Remediation Site Identification:

The remediation site is the single location, place, tract of land, or parcel or portion of any parcel of property, including contiguous property separated by a public right-of-way, for which review, evaluation, and approval of any plan or report is requested by the Remediation Applicant ("RA") in this application. A remediation site also includes, but is not limited to, all buildings and improvements present at that location, place, or tract of land.

Include the remediation site name, street address, city, ZIP code, county, approximate size of remediation site (acres), Illinois Inventory ID (if assigned), USEPA ID number (if assigned), remediation site base map (attached), and any Illinois Environmental Protection Agency permit(s) or LUST/LEMA Incident Number(s) for the remediation site. An Illinois Inventory ID Number (if one does not exist) will be assigned by the Illinois EPA.

A remediation site base map must accompany the Application. Failure to include a remediation site base map will result in denial of the Application. The remediation site base map must be of sufficient detail and accuracy to show all of the following:

- A. A distance of at least 1,000 feet around the remediation site at a scale no smaller than one inch equal to 200 feet;
- B. Map scale, north arrow orientation, date, and location of the remediation site with respect to township, range and section;
- C. Approximate boundary lines of the remediation site, with the owners of adjacent properties clearly indicated, if reasonably identifiable;
- D. Surrounding land uses (e.g., residential property, industrial/commercial property, agricultural property, and conservation property).

II. Remediation Applicant ("RA") Identification:

An RA is any person seeking to perform or performing investigative or remedial activities under the SRP. The RA may be the owner or operator of the site or any other person authorized by law or consent to act on behalf of the owner or operator of the remediation site.

Include the full legal name, title, company, street address, city, state, ZIP code, telephone number, and Federal Employee Identification Number ("FEIN") or Social Security Number ("SSN") of the RA. The RA or the authorized agent of the RA must certify, by original signature, the statement appearing in Section II of this application form.

III. Project Objectives:

- A. Three (3) types of release letters are available under the SRP: A comprehensive No Further Remediation ("NFR") Letter, a focused NFR Letter, and a 4(y) Letter.

An NFR Letter signifies a release from further responsibilities for the conduct of approved remedial actions and provides *prima facie* evidence that environmental conditions at the remediation site do not constitute a significant threat to human health and the environment. An NFR Letter applies in favor of the RA and to other persons with ownership interest in the property. There are two types of NFR Letters issued by the Illinois EPA under the SRP:

1. A comprehensive NFR Letter signifies a release for all recognized environmental conditions and all contaminants of concern. An RA must investigate and remediate all media (i.e., soil and groundwater) for all contaminants of concern at the remediation site.
2. A focused NFR Letter signifies a release for only those limited recognized environmental conditions or contaminants of concern specified by the RA. An RA must investigate and remediate all media (i.e., soil and groundwater) at the remediation site, but only for those contaminants of concern specified by the RA.

A 4(y) Letter provides a limited release under Section 4(y) of the Illinois Environmental Protection Act to a person who successfully completes preventive or corrective action at the remediation site. The 4(y) Letter only applies to the RA and not to other persons. Preventive and corrective actions may be limited to activities (e.g., drum removals, spill response, etc.), specific media (e.g., soil), or specific contaminants of concern.

Identify in Section III of his application whether a comprehensive NFR Letter, a focused NFR Letter or a 4(y) Letter is requested. If a focused NFR Letter is requested, identify contaminants of concern in the space provided. If a 4(y) Letter is requested, identify the situation (i.e., the media and remedial actions to be taken) and identify contaminants of concern and/or media to be investigated and remediated in the space provided.

- B. Identify any support services requested from the Illinois EPA in addition to the review and evaluation services (e.g., sample collection and analyses, assistance with community relations, coordination and communication between the RA and other governmental entities, etc.).
- C. Indicate the approximate dates that the Illinois EPA should expect receipt of each of the following documents: Site Investigation Report; Remediation Objectives Report; Remedial Action Plan; and Remedial Action Completion Report. Attach a detail anticipated project schedule (e.g., Gantt charts), if available.
- D. Identify the current and post-remediation uses of the remediation site

IV. Written Permission from the Property Owner:

Indicate whether or not the RA is the owner of the remediation site. If the RA is not the property owner of the remediation site, include the full legal name, title, the company, the street address, the city, state, ZIP code, and telephone number of the property owner in Section IV of this application form. For multiple property owners, attach additional sheets containing all the information required under this section along with a signed, dated certification for each. The property owner or the authorized agent of the property owner must certify, by original signature, the statement appearing in Section IV of this application form.

V. Advance Partial Payment:

Please select an advance partial payment plan and mark the appropriate box in Section V. An RA may:

- 1. Submit a \$500 advance partial payment with the application. Please make the check payable (in the amount of \$500) to "Illinois Environmental Protection Agency" with "For Deposit in the Hazardous Waste Fund" and include the RA's FEIN or SSN on the check; or
- 2. Request that the Illinois EPA assess an advance partial payment specific to the project and include a completed Form DRM-3 ("Request for Assessment of Advance Partial Payment for Anticipated Services"). The information reported on Form DRM-3 will be used by the Illinois EPA to determine the appropriate advance partial payment (i.e., approximately one-half (1/2) of the total anticipated costs of the Illinois EPA, not to exceed \$5,000). The amount of the advance partial payment will be requested in writing by the Illinois EPA from the RA listed on the application. The application will not be considered complete and the site will not be enrolled in the SRP until the advance partial payment has been received by the Illinois EPA.

VI. Billing

Once the project costs incurred by the Illinois EPA have exceeded the advance partial payment amount, quarterly invoices will be sent to the RA. Payment to the Illinois EPA is due within 45 days of receipt of the invoice.

In addition to the fees applicable under this Services Agreement, the recipient of an NFR Letter must pay to the Illinois EPA an NFR Assessment in the amount of the lesser of \$2500 or an amount equal to the costs incurred by the Illinois EPA under this Agreement (35 IAC 740.615).

What Happens Next for the New Remediation Sites?

The Illinois EPA will initially review the application and accompanying documents to make certain the application is complete. Should the application be deficient or if the Illinois EPA is unable to provide the services requested, the RA will be promptly notified of the application denial and the reasons.

Upon receipt of the proper application, a project manager will be assigned. Confirmation concerning receipt of money, the name of the project manager and an Illinois Inventory ID number will be sent to the RA and the RA's consultant, if identified.

All information submitted is available to the public except where specifically designated by the RA to be treated confidentially in accordance with the Illinois Compiled Statutes, Section 7(a) of the Environmental Protection Act, applicable Rules and Regulations of the Illinois Pollution Control Board and applicable Illinois EPA rules and guidelines.



Illinois Environmental Protection Agency

Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Site Remediation Program (SRP) Application and Services Agreement (DRM-1) Form

For Illinois EPA Use:
Log No: _____
_____ \$500 Advance Partial Payment Included
_____ DRM-2 SRP Form Included
_____ DR-3 Request for Assessment Included

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Remedial Project Management Section at the above address.

I. Site Identification:

Site Name	Bradley/ Take 5 Oil Change	County:	Kankakee
Street Address:	1413 E. Larry Power Road	P.O. Box:	
City:	Bradley	State:	IL Zip Code: 60915
		Approx. site size (acres)	0.25
Illinois Inventory ID Number:	0910205076	USEPA ID Number	
Site Base Map Attached:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Illinois EPA Permit(s):	
LUST/IEMA Incident Number(s), if applicable:			

II. Remediation Applicant ("RA"):

RA's Name:	Mr./Ms. Scott O'Melia	Title:	EVP, General Counsel
Company:	Take 5 Properties SPV LLC		
Street Address:	440 South Church St., Ste. 700	P.O. Box:	
City:	Charlotte	State:	NC Zip Code: 28202
Phone:			
FEIN or SSN:	82-5147973		

I hereby certify that I am authorized to sign this application and services agreement. I certify that the proposed project meets the eligibility criteria set forth in Section 58.1(a)(2) of the Environmental Protection Act (415 ILCS 5/58.1(1)(2)) and regulations promulgated thereunder and that this submittal and all attachments were prepared at my direction. In consideration for the Illinois EPA's agreement to provide (subject to applicable law, available resources, and receipt of the advance partial payment) review and evaluation services for activities carried out pursuant to Title 17 of the Illinois Environmental Protection Act (415 ILCS 5/58-58.12), I agree to:

- (1) Conform with the procedures of Title 17 of the Illinois Environmental Protection Act (415 ILCS 5/58 - 58.12) and implementing regulations;
- (2) Allow for or otherwise arrange site visits or other site evaluations by the Illinois EPA when requested;
- (3) Pay any reasonable costs incurred and documented by the Illinois EPA in providing such services; and
- (4) Make an advance partial payment to the Illinois EPA for such anticipated services provided in Section V of this application.

As the RA, I understand that I may terminate this services agreement at any time, by notifying the Illinois EPA in writing that services previously requested under the services agreement are no longer wanted. Within 180 days of receipt of the notice, the Illinois EPA shall provide me with a final invoice for services provided until the date of receipt of such notification.

To the best of my knowledge and belief, this request and all attachments are true, accurate and complete. I hereby certify that I have the authority to enter into this agreement.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent conviction is a Class 3 felony. (415 ILCS 5/44(h)).

RA's Signature: _____

Date: _____

*In addition to the fees applicable under this Services Agreement, the recipient of a No Further Remediation (NFR) Letter must pay to the Illinois EPA an NFR Assessment in the amount of the lesser of \$2500 or an amount equal to the costs incurred by the Illinois EPA under this Agreement (35 IAC 740.615)

III. Project Objectives:

A.	Release Letter Requested. Please complete one of the subsections by checking applicable boxes and including other information (if necessary, additional information may be attached to this application form):	
<input type="checkbox"/>	Comprehensive No Further Remediation ("NFR") Letter	
<input checked="" type="checkbox"/>	Focused NFR Letter Identify the focused contaminants of concern by checking the applicable box(es): <input type="checkbox"/> Volatiles <input checked="" type="checkbox"/> BTEX <input type="checkbox"/> PCBs <input type="checkbox"/> Metals <input type="checkbox"/> Semivolatiles <input type="checkbox"/> PNAs <input type="checkbox"/> Pesticides <input type="checkbox"/> Other (identify) _____	
<input type="checkbox"/>	4(y) Letter Identify the focused contaminants of concern by checking the applicable box(es): <input type="checkbox"/> Volatiles <input type="checkbox"/> BTEX <input type="checkbox"/> PCBs <input type="checkbox"/> Metals <input type="checkbox"/> Semivolatiles <input type="checkbox"/> PNAs <input type="checkbox"/> Pesticides <input type="checkbox"/> Other (identify) _____ Identify the media of concern by checking the applicable box(es): <input type="checkbox"/> Soil <input type="checkbox"/> Sediments <input type="checkbox"/> Other: _____ Identify the actions (e.g. drum removal, spill response, etc.): _____ _____ _____ _____	
B.	Identify any support services being sought from the Illinois EPA in addition to the review and evaluation services. If necessary, additional information may be attached to this application form.	
	<input checked="" type="checkbox"/> No additional support services are being sought <input type="checkbox"/> Assistance with community relations <input type="checkbox"/> Sample collection and analyses <input type="checkbox"/> Other (identify): _____	
C.	Anticipated Schedule	
	SRP Document	Projected Date of Receipt by Illinois EPA
	Site Investigation Report	May 28, 2021
	Remediation Objectives Report	August 31, 2021
	Remedial Action Plan	August 31, 2021
	Remedial Action Completion Report	March 1, 2022
D.	Identify the current and post-remediation uses of the remediation site. If necessary, additional information may be attached to this application form.	
	Current Use: <u>Take 5 Oil change (for portion owned by Store Master Funding VIII, LLC) and vacant land (for Village of Bradley property)</u>	
	Post-Remediation Use: <u>Take 5 Oil Change (for portion owned by Store Master Funding VIII, LLC) and vacant land (for Village of Bradley property)</u>	

IV. Written Permission from the Property Owner (check one of the applicable boxes and provide additional information):

RA is the property owner of the remediation site identified in Section 1 of this application

RA is not the property owner of the remediation site identified in Section 1 of this application

Property Owner's

Name: Mr./Ms. Mr. Michael Watson Title: Acting Village President

Company: The Village of Bradley, Illinois

Street Address: 147 S. Michigan

P. O. Box: _____

City: Bradley

State: IL Zip Code 60915

Phone: 815-936-5100

I hereby certify that the RA has my permission to enroll the site identified in Section 1 of this application into the Illinois EPA Site Remediation Program. I certify that the RA and designated representatives have permission to enter the indicated premises for the purpose of conducting remedial investigations or activities.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent conviction is a Class 3 felony. (415 ILCS 5/44(h)).

Michael Watson
Owner's Signature:

03/17/21
Date:

For multiple property owners, attach additional sheets containing all the information above along with a signed, dated certification for each.

V. Advance Partial Payment:

The RA shall select one of the following advance partial payment plans:

Plan 1: A \$500 advance partial payment is included with this application. Please make the check payable to: Illinois Environmental Protection Agency". Please include "For Deposit in the Hazardous Waste Fund" and the Remediation Applicant's FEIN or SSN on the check; or

Plan 2: Request that the Illinois EPA determine the appropriate partial payment (i.e., approximately one-half of the total anticipated costs of the Illinois EPA, not to exceed \$5,000). A completed DRM-3 form ("Request for Assessment of Advance Partial Payment for Anticipated Services") must accompany this application so that the Illinois EPA may determine the appropriate advance partial payment specific to the services requested.

If this application contains plans and reports for review and evaluation by the Illinois EPA, a completed DRM-2 Form must also accompany this submittal.






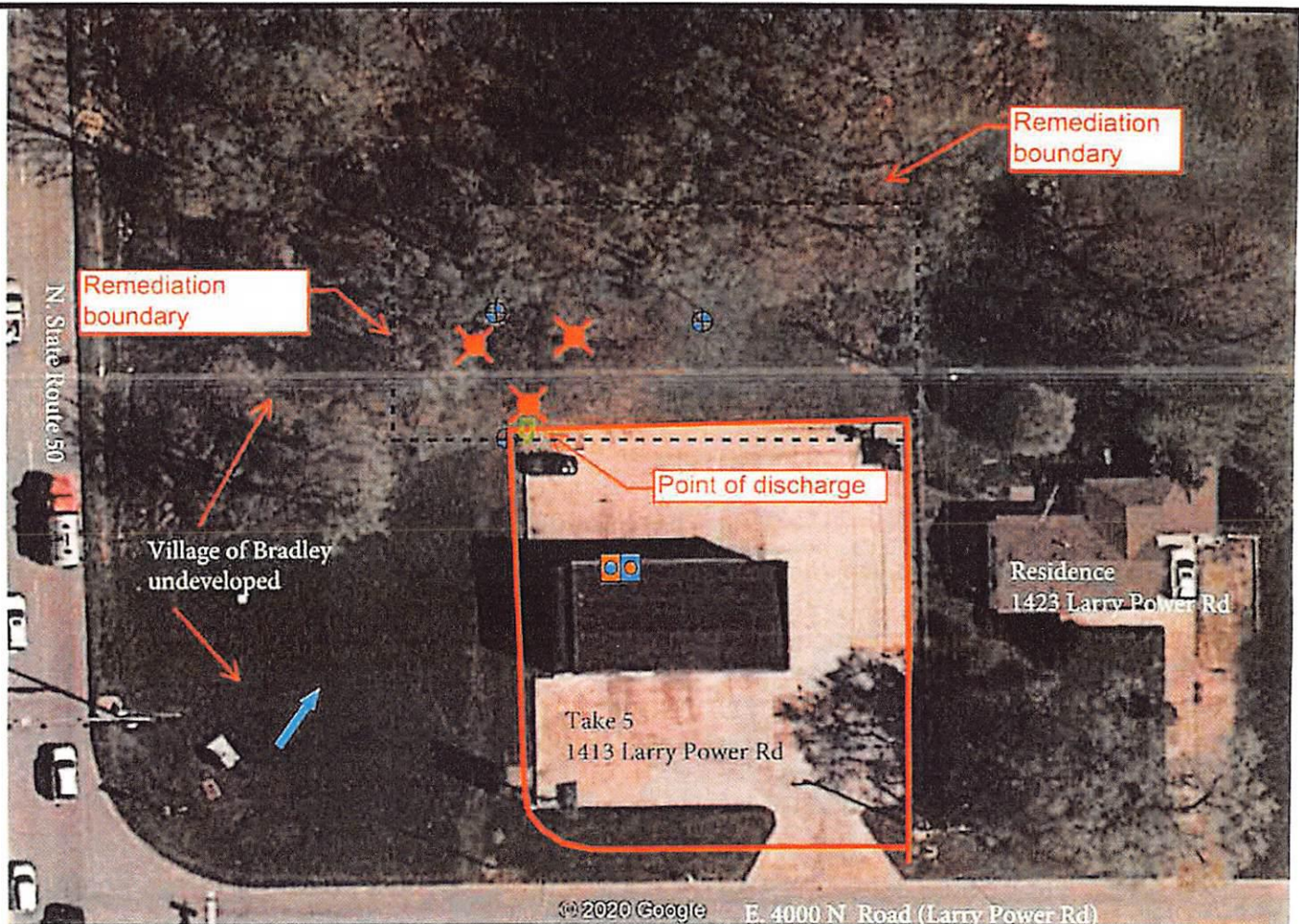
Legend Remediation site boundary 
 Approximate Property Boundary 
 Scale (1"=350') 



Figure -- Site Base Map

1413 E. Larry Power Road, Bradley, Illinois (Township 31N, Range 12E, Section 9)
 Project Number: 430400

AEI
 Consultants



Legend

- Estimated Groundwater Flow Direction ➡ approximately 100 feet
- Approximate Property Boundary —
- OWS
- Remediation Site boundary
- Proposed sampling: Soil Boring/Monitoring Well ⊕
- Surficial Soil Sample ✕



Figure 2: Proposed Sample Locations

1413 Larry Power Road, Bradley, Illinois
 Project Number: 430400





ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

217/524-3300

February 26, 2024

CERTIFIED MAIL

7022 3330 0000 8734 4325

Scott O'Melia
Take 5 Properties SPV LLC
440 South Church, Suite 700
Charlotte, NC 28202

Re: 0910205076/Kankakee County
Bradley/Take 5 Oil Change
Site Remediation Program/Technical Reports
No Further Remediation Letter

Dear Mr. O'Melia:

The *Response to the No Further Remediation Letter dated December 13, 2022* (received January 16, 2024/Log No. 24-77663) in conjunction with the *Remedial Action Completion Report* (received October 18, 2022/Log No. 22-75445), as prepared by AEI Consultants for the above referenced Remediation Site, has been reviewed and approved by the Illinois Environmental Protection Agency ("Illinois EPA"). The remediation objectives approved for the site, in accordance with 35 Illinois Administrative Code Part 742 are above the existing concentrations of regulated substances and the above report shall serve as the approved Remedial Action Completion Report.

The Remediation Site, consisting of 0.053 acres, is located at 1413 East Larry Power Road, Bradley, Illinois. Pursuant to Section 58.10 of the Illinois Environmental Protection Act ("Act") (415 ILCS 5/1 et seq.), your request for a no further remediation determination is granted under the conditions and terms specified in this letter. The Remediation Applicant, as identified on the Illinois EPA's Site Remediation Program DRM-1 Form (received April 1, 2021/Log No: 21-72909), is Take 5 Properties SPV LLC.

This focused No Further Remediation Letter ("Letter") signifies a release from further responsibilities under the Act for the performance of the approved remedial action. This Letter shall be considered prima facie evidence that the Remediation Site described in the attached Illinois EPA Site Remediation Program Environmental Notice and shown in the attached Site Base Map does not constitute a threat to human health and the environment for the specified recognized environmental conditions so long as the Site is utilized in accordance with the terms of this Letter.

2125 S. First Street, Champaign, IL 61820 (217) 278-5800
1101 Eastport Plaza Dr., Suite 100, Collinsville, IL 62234 (618) 346-5120
9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000
595 S. State Street, Elgin, IL 60123 (847) 608-3131

2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022
4302 N. Main Street, Rockford, IL 61103 (815) 987-7760

Conditions and Terms of Approval

Level of Remediation and Land Use Limitations

- 1) The recognized environmental conditions characterized by the focused site investigation and successfully addressed, consist of the contaminants of concern identified in the attached Table A.
- 2) The Remediation Site is approved for Residential and/or Industrial/Commercial land use.
- 3) The land use specified in this Letter may be revised if:
 - a) Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
 - b) A new Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

Preventive, Engineering, and Institutional Controls

The implementation and maintenance of the following controls are required as part of the approval of the remediation objectives for this Remediation Site.

Preventive Controls:

There are no preventive controls required.

Engineering Controls:

There are no engineering controls required.

Institutional Controls:

There are no institutional controls required.

Other Terms

- 4) Where the Remediation Applicant is not the sole owner of the Remediation Site, the Remediation Applicant shall complete the attached *Property Owner Certification of the No Further Remediation Letter under the Site Remediation Program* Form. This certification, by original signature of each property owner, or the authorized agent of the owner(s), of the Remediation Site or any portion thereof who, is not a Remediation Applicant, shall be recorded along with this Letter.
- 5) Further information regarding this Remediation Site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency
Attn: Freedom of Information Act Officer
Division of Records Management #16
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

- 6) Pursuant to Section 58.10(f) of the Act (415 ILCS 5/58.10(f)), should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the current title holder and to the Remediation Applicant at the last known address. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of this cause. Specific acts or omissions that may result in the voidance of the Letter under Sections 58.10(e)(1)-(7) of the Act (415 ILCS 5/58.10(e)(1)-(7)) include, but shall not be limited to:
- a) Any violation of institutional controls or the designated land use restrictions;
 - b) The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
 - c) The disturbance or removal of contamination that has been left in-place in accordance with the Remedial Action Plan. Access to soil contamination may be allowed if, during and after any access, public health and the environment are protected consistent with the Remedial Action Plan;
 - d) The failure to comply with the recording requirements for this Letter;
 - e) Obtaining the Letter by fraud or misrepresentation;
 - f) Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment;
 - g) The failure to pay the No Further Remediation Assessment Fee within forty-five (45) days after receiving a request for payment from the Illinois EPA;
 - h) The failure to pay in full the applicable fees under the Review and Evaluation Services Agreement within forty-five (45) days after receiving a request for payment from the Illinois EPA.
- 7) Pursuant to Section 58.10(d) of the Act, this Letter shall apply in favor of the following persons:
- a) Take 5 Properties SPV LLC;
 - b) The owner and operator of the Remediation Site;
 - c) Any parent corporation or subsidiary of the owner of the Remediation Site;

- d) Any co-owner, either by joint-tenancy, right of survivorship, or any other party sharing a relationship with the owner of the Remediation Site;
 - e) Any holder of a beneficial interest of a land trust or inter vivos trust, whether revocable or irrevocable, involving the Remediation Site;
 - f) Any mortgagee or trustee of a deed of trust of the owner of the Remediation Site or any assignee, transferee, or any successor-in-interest thereto;
 - g) Any successor-in-interest of the owner of the Remediation Site;
 - h) Any transferee of the owner of the Remediation Site whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest;
 - i) Any heir or devisee of the owner of the Remediation Site;
 - j) Any financial institution, as that term is defined in Section 2 of the Illinois Banking Act and to include the Illinois Housing Development Authority, that has acquired the ownership, operation, management, or control of the Remediation Site through foreclosure or under the terms of a security interest held by the financial institution, under the terms of an extension of credit made by the financial institution, or any successor-in-interest thereto; or
 - k) In the case of a fiduciary (other than a land trustee), the estate, trust estate, or other interest in property held in a fiduciary capacity, and a trustee, executor, administrator, guardian, receiver, conservator, or other person who holds the remediated site in a fiduciary capacity, or a transferee of such party.
- 8) This letter, including all attachments, must be recorded as a single instrument within forty-five (45) days of receipt with the Office of the Recorder of Kankakee County. For recording purposes, the Illinois EPA Site Remediation Program Environmental Notice attached to this Letter should be the first page of the instrument filed. This Letter shall not be effective until officially recorded by the Office of the Recorder of Kankakee County in accordance with Illinois law so that it forms a permanent part of the chain of title for the Take 5 Oil Change property.
- 9) Within thirty (30) days of this Letter being recorded by the Office of the Recorder of Kankakee County, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:

Illinois Environmental Protection Agency
Bureau of Land/RPMS #24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

10) In accordance with Section 58.10(g) of the Act, a No Further Remediation Assessment Fee based on the costs incurred for the Remediation Site by the Illinois EPA for review and evaluation services will be applied in addition to the fees applicable under the Review and Evaluation Services Agreement. Request for payment of the No Further Remediation Assessment Fee will be included with the billing statement.

If you have any questions regarding the Take 5 Oil Change property, you may contact the Illinois EPA project manager, Patricia Silva at 217-524-3285.

Sincerely,



NS
Jeron Schultz, Manager
Remedial Project Management Section
Division of Remediation Management
Bureau of Land

Attachments: Illinois EPA Site Remediation Program Environmental Notice
Site Base Map
Table A: Regulated Substances of Concern
Property Owner Certification of the NFR Letter under the Site Remediation
Program Form
Instructions for Filing the NFR Letter

cc: Store Master Funding VIII, LLC
Angela Donahoe
8377 East Hartford Drive, Suite 100
Scottsdale, AZ 85255

Patricia Feeley
AEI Consultants
pfeeley@aeiconsultants.com

Bureau of Land File
Ms. Christina Gunther

PREPARED BY:

**Scott O'Melia
Take 5 Properties SPV LLC
440 South Church, Suite 700
Charlotte, NC 28202**

RETURN TO:

**Scott O'Melia
Take 5 Properties SPV LLC
440 South Church, Suite 700
Charlotte, NC 28202**

THE ABOVE SPACE FOR RECORDER'S OFFICE

This Environmental No Further Remediation Letter must be submitted by the remediation applicant within 45 days of its receipt, to the Office of the Recorder of Kankakee County.

Illinois State EPA Number: 0910205076

Take 5 Properties SPV LLC, the Remediation Applicant, whose address is 440 South Church, Suite 700, Charlotte, NC 28202 has performed investigative and/or remedial activities for the remediation site depicted on the attached Site Base Map and identified by the following:

1. **Legal description or Reference to a Plat Showing the Boundaries:**

ALL THAT CERTAIN LAND IN THE COUNTY OF KANKAKEE, STATE OF ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REMEDIATION SITE:

COMMENCING AT A FOUND 1/2" REBAR IN THE NORTHERLY RIGHT-OF-WAY OF REBAR IN THE NORTHERLY RIGHT-OF-WAY OF EAST 4000 NORTH ROAD, THENCE LEAVING SAID RIGHT-OF-WAY NORTH 00°59'29" WEST 101.24 FEET TO A POINT, THENCE SOUTH 88°09'23" WEST 8.66 FEET TO THE TRUE POINT OF BEGINNING, WEST 8.66 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 23°56'37" WEST 56.59 FEET TO A POINT, THENCE WEST 56.59 FEET TO A POINT, THENCE SOUTH 84°14'22" EAST 58.96 FEET TO A POINT, THENCE EAST 58.96 FEET TO A POINT, THENCE SOUTH 04°16'56" EAST 44.67 FEET TO A POINT, THENCE EAST 44.67 FEET TO A POINT, THENCE SOUTH 88°09'23" WEST 39.05 FEET TO THE POINT OF WEST 39.05 FEET TO THE POINT OF BEGINNING, CONTAINING 0.053 ACRES MORE OR LESS. THIS DESCRIPTION DOES NOT IDENTIFY ANY LOT OR PARCEL OF RECORD, BUT IDENTIFIES THE BOUNDARY OF A REMEDIATION SITE.

2. **Common Address: 1413 East Larry Power Road, Bradley, IL**
3. **Real Estate Tax Index/Parcel Index Number: 17-09-09-303-020, 17-09-09-303-021**
4. **Remediation Site Owner: Store Master Funding VIII, LLC and Village of Bradley**

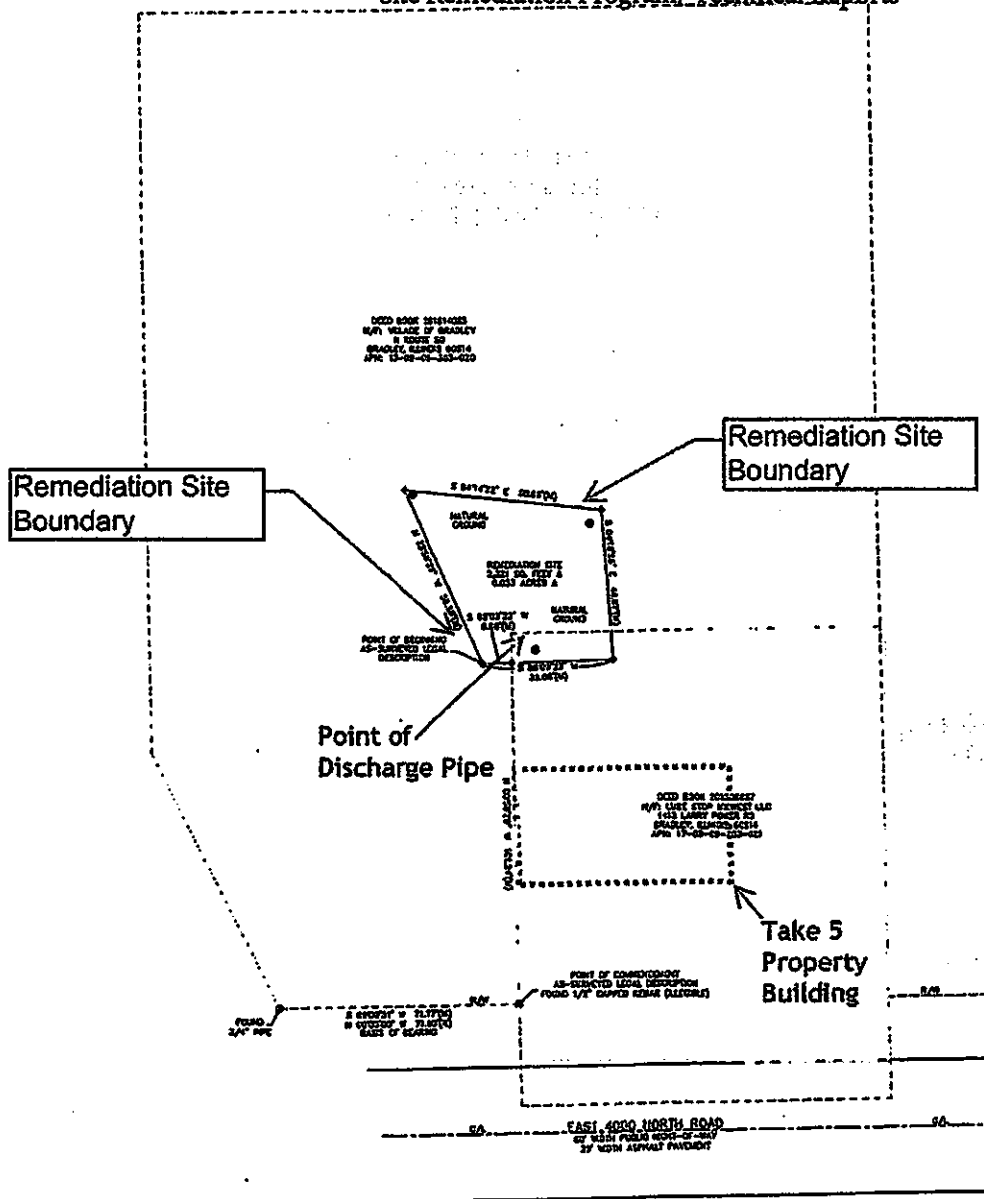
5. Land Use: Residential and/or Industrial/Commercial

6. Site Investigation: Focused

See NFR letter for other terms.

(Illinois EPA Site Remediation Program Environmental Notice)

Site Base Map
LPC #0910205076
Bradley/ Take 5 Oil Change
Site Remediation Program/ Technical Reports



LEGEND

—— Remediation Area Boundary

Map: Site Base Map
 Date: 9/28/2022
 Source: Blew and Associates, September 2022



SITE BASE MAP



1413, E. Larry Power Road
 BRADLEY, ILLINOIS 60915

FIGURE 1
 AEI Project No. 430400

TABLE A: Regulated Substances of Concern**LPC# 0910205076/Kankakee County
Bradley/Take 5 Oil Change
Site Remediation Program**

Volatile Organic Compounds (VOCs)	
CAS No.	Compound Name
67-64-1	Acetone
71-43-2	Benzene
75-27-4	Bromodichloromethane
75-25-2	Bromoform
74-83-9	Bromomethane
78-93-3	2-Butanone
75-15-0	Carbon Disulfide
56-23-5	Carbon Tetrachloride
108-90-7	Chlorobenzene
75-00-3	Chloroethane
67-66-3	Chloroform
74-87-3	Chloromethane
124-48-1	Dibromochloromethane
75-34-3	1,1-Dichloroethane
107-06-2	1,2-Dichloroethane
75-35-4	1,1-Dichloroethene
540-59-0	1,2-Dichloroethene (total)
156-59-2	cis-1,2-Dichloroethene
156-60-5	trans-1,2-Dichloroethene
78-87-5	1,2-Dichloropropane
10061-02-6	trans-1,3-Dichloropropene
10061-01-5	cis-1,3-Dichloropropene
100-41-4	Ethylbenzene
591-78-6	2-Hexanone
75-09-2	Methylene Chloride
108-10-1	4-Methyl-2-Pentanone
1634-04-4	Methyl tert-butyl ether
100-42-5	Styrene
79-34-5	1,1,2,2-Tetrachloroethane
127-18-4	Tetrachloroethene
71-55-6	1,1,1-Trichloroethane
79-00-5	1,1,2-Trichloroethane
79-01-6	Trichloroethene
108-88-3	Toluene
75-01-4	Vinyl Chloride
1330-20-7	Xylenes (total)

Polynuclear Aromatic Compounds (PNAs)	
CAS No.	Compound Name
208-96-8	Acenaphthalene
83-32-9	Acenaphthene
120-12-7	Anthracene
56-55-3	Benzo(a)anthracene
205-99-2	Benzo(b)fluoranthene
207-08-9	Benzo(k)fluoranthene
191-24-2	Benzo(g,h,i)perylene
50-32-8	Benzo(a)pyrene
218-01-9	Chrysene
53-70-3	Dibenzo(a,h)anthracene
206-44-0	Fluoranthene
86-73-7	Fluorene
193-39-5	Indeno(1,2,3-cd)pyrene
91-20-3	Naphthalene
85-01-8	Phenanthrene
129-00-0	Pyrene

**PROPERTY OWNER CERTIFICATION OF THE NFR LETTER
UNDER THE SITE REMEDIATION PROGRAM**

Where the Remediation Applicant (RA) is not the sole owner of the remediation site, the RA shall obtain the certification by original signature of each owner, or authorized agent of the owner(s), of the remediation site or any portion thereof who is not an RA. The property owner(s), or the duly authorized agent of the owner(s) must certify, by original signature, the statement appearing below. This certification shall be recorded in accordance with Illinois Administrative Code 740.620.

Include the full legal name, title, the company, the street address, the city, the state, the ZIP code, and the telephone number of all other property owners. Include the site name, street address, city, ZIP code, county, Illinois inventory identification number and real estate tax index/parcel index number.

A duly authorized agent means a person who is authorized by written consent or by law to act on behalf of a property owner including, but not limited to:

1. For corporations, a principal executive officer of at least the level of vice-president;
2. For a sole proprietorship or partnership, the proprietor or a general partner, respectively; and
3. For a municipality, state or other public agency, the head of the agency or ranking elected official.

For multiple property owners, attach additional sheets containing the information described above, along with a signed, dated certification for each. All property owner certifications must be recorded along with the attached NFR letter.

Property Owner Information	
Owner's Name: _____	
Title: _____	
Company: _____	
Street Address: _____	
City: _____ State: _____ Zip Code: _____ Phone: _____	
Site Information	
Site Name: _____	
Site Address: _____	
City: _____ State: _____ Zip Code: _____ County: _____	
Illinois inventory identification number: _____	
Real Estate Tax Index/Parcel Index No. _____	
I hereby certify that I have reviewed the attached No Further Remediation Letter and that I accept the terms and conditions and any land use limitations set forth in the letter.	
Owner's Signature: _____	Date: _____
SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 20__	
_____ Notary Public	

The Illinois EPA is authorized to require this information under Sections 415 ILCS 5/58 - 58.12 of the Environmental Protection Act and regulations promulgated thereunder. If the Remediation Applicant is not also the sole owner of the remediation site, this form must be completed by all owners of the remediation site and recorded with the NFR Letter. Failure to do so may void the NFR Letter. This form has been approved by the Forms Management Center. All information submitted to the Site Remediation Program is available to the public except when specifically designated by the Remediation Applicant to be treated confidentially as a trade secret or secret process in accordance with the Illinois Compiled Statutes, Section 7(a) of the Environmental Protection Act, applicable Rules and Regulations of the Illinois Pollution Control Board and applicable Illinois EPA rules and guidelines.

Notice to Remediation Applicant

Please follow these instructions when filing the NFR letter with the County Recorder's Office

Instructions for Filing the NFR Letter

The following documents must be filed:

- A. Body of the NFR Letter (contains appropriate terms and conditions, tables, etc.)
 - B. Attachments to NFR letter
 - Illinois EPA Site Remediation Program Environmental Notice (Legal Description and PIN of property)
 - Maps of the site
 - Table A: Regulated Substances of Concern (if applicable.)
 - Property Owner Certification
 - C. A copy of the ordinance, if applicable, used to address groundwater contamination
1. Place the Illinois EPA Site Remediation Program Environmental Notice on top of the NFR prior to giving it to the Recorder.
 2. If you are not the owner (record title holder) of the property on the date of filing of this NFR, you must attach a **completed** owner's certification form signed by the owner of the property at the time of filing (e.g., if the property recently sold, the new owner must sign).
 3. If any of the terms and conditions of the NFR letter references a groundwater ordinance, you must record a copy of the groundwater ordinance with the NFR letter.
 4. If any of the terms and conditions of the NFR letter references a highway agreement, you must record the highway agreement if specifically required by the municipality granting the agreement, the County or the Illinois Department of Transportation.
 5. Within thirty (30) days of this NFR Letter being recorded by the Office of the Recorder of the County in which the property is located, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:

Illinois Environmental Protection Agency
Bureau of Land/RPMS
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

6. **Remove this page from the NFR letter, prior to recording.**

If you have any questions call (217) 524-6940 and speak with the "project manager on-call" in the Site Remediation Program.

TOLLING AGREEMENT

This Tolling Agreement (the “Agreement”), effective as of this 13th day of May, 2024 (the “Effective Date”), is made and entered into by and between Take 5 Properties SPV LLC, a Delaware limited liability company (“Take 5”), and the Village of Bradley, Illinois (“Bradley”). Take 5 and Bradley are individually referred to herein as a “Party” and collectively referred to as the “Parties.”

WHEREAS, Bradley is the owner of certain real property, described in Exhibit A attached hereto and fully incorporated herein, with a property index number of 17-09-09-303-020 (the “Bradley Property”); and

WHEREAS, Take 5 operates a Take 5 oil change facility on property leased from Store Master Funding VIII, LLC with an address of 1413 E. Larry Powers Road, Bradley, Illinois and a property index number of 17-09-09-303-021 (the “Take 5 Property”), which is located to the south and east of the Bradley Property. The Take 5 Property and the Bradley Property are collectively referred to herein as the “Properties”; and

WHEREAS, in July 2020, a discharge of oil and other chemical contaminants affected the Properties, resulting in the Illinois Environmental Protection Agency (“IEPA”) issuing Violation Notice L-2020-00227 against Take 5 and its lessor; and

WHEREAS, Take 5 subsequently entered into a Compliance Commitment Agreement with IEPA in which, among other things, Take 5 agreed to undertake necessary remedial activities at the Properties as a result of the release and obtain a focused No Further Remediation Letter under the State of Illinois Voluntary Remediation Program and applicable laws and regulations; and

WHEREAS, in correspondence dated June 29, 2023, Illinois EPA determined that Take 5 had returned to compliance for all of the apparent violations cited in Violation Notice L-2020-00227;

WHEREAS, on February 26, 2024, the Illinois EPA issued a focused No Further Remediation Letter (NFR), as a result of Take 5 completing the investigation and remediation of the Properties, a copy of which is attached hereto as Exhibit B and fully incorporated herein; and

WHEREAS the NFR (i) contains a list of recognized environmental conditions characterized by the focused site investigation performed by Take 5 and successfully addressed, consisting of certain contaminants of concern identified in the NFR on the Properties, (ii) does not impose any preventive, engineering, or institutional controls on the Properties, and (iii) approves the Properties for residential and/or industrial/commercial land use; and

NOW THEREFORE, in consideration of Bradley’s cooperation, certification, and acceptance of the NFR, along with other good and valuable consideration exchanged between the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Take 5 agrees to toll the statute of limitations for any claim by Bradley concerning any contamination of regulated substances of concern as identified in Table A of the focused NFR on the Bradley Property until the third anniversary of the Effective Date.
2. Simultaneously with the execution of this Agreement, Bradley shall deliver to Take 5 by overnight delivery service a completed and signed original Property Owner Certification of the No Further Remediation Letter under the Site Remediation Program Form for the NFR as specified in Paragraph 4 of the NFR.
3. Written notice(s) required pursuant to this Agreement, shall be sent to the following persons on behalf of Bradley and Take 5, respectively, by electronic mail, overnight delivery (with signature release), or Certified Mail, return receipt requested:

If to Bradley: The Village of Bradley
147 S. Michigan
Bradley, Illinois 60915
Attn: Village President
mmwatson@bradleyil.org

With a copy to: Jeffrey Taylor
SPESIA & TAYLOR
1415 Black Road
Joliet, Illinois 60435
(815) 726-4311
jtaylor@spesia-taylor.com

If to Take 5: Cal Everett
Take 5 Properties SPV, LLC
440 South Church St., Ste. 700
Charlotte, North Carolina 28202
(352) 238-6483
Cal.Everett@drivenbrands.com

With a copy to: David Meezan
Kazmarek Mowrey Cloud Laseter LLP
1200 Peachtree Street NE, Suite 600
Atlanta, GA 30309
(404) 969-0733
dmeezan@kmcllaw.com

4. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

5. Bradley and Take 5 agree that any lawsuit filed concerning the performance, enforcement, or validity of this Agreement shall be filed in the Circuit Court of Kankakee County, Illinois, and Take 5 submits to the jurisdiction of such Court.
6. This Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Agreement.
7. This Agreement runs to the sole and exclusive benefit of the Parties hereto. This Agreement shall not be deemed to give any legal or equitable right, remedy, or claim to any other person or entity whatsoever. This Agreement is not intended to affect any claims by or against third parties.
8. The undersigned representative of each Party certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to legally bind such party to all terms and conditions of this document.
9. This Agreement contains the entire agreement and understanding among the Parties respecting the matters addressed herein, and no statement, promise, or inducement made by any Party to this Agreement that is not set forth in this Agreement shall be valid or binding, nor shall it be used in construing the terms of this Agreement as set forth herein.

[Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.

VILLAGE OF BRADLEY, ILLINOIS,

By: _____
MAYOR

Attest: _____
(Signature)

Printed Name: _____

TAKE 5 PROPERTIES SPV LLC

By: _____

Title: _____

Printed Name: _____

EXHIBIT A

Bradley Property
Legal Description

A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EASTERLY RIGHT OF WAY OF U.S. ROUTE 54 AT THE INTERSECTION OF SAID LINE WITH THE NORTH LINE OF THE SOUTH 10 ACRES OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS, SAID POINT BEING 45.8 FEET EAST OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 10 ACRES OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, 218.1 FEET TO A POINT; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, 185.4 FEET TO A POINT; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, 110.0 FEET TO A POINT; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, 110.0 FEET TO A POINT; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, 71.6 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. ROUTE 54; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE, 84.7 FEET TO A POINT; THENCE NORTH ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. ROUTE 54, 219.0 FEET TO THE PLACE OF BEGINNING.

Bearing the present PIN: 17-09-09-303-020

Property Map



EXHIBIT B



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

217/524-3300

February 26, 2024

CERTIFIED MAIL

7022 3330 0000 8734 4325

Scott O'Melia
Take 5 Properties SPV LLC
440 South Church, Suite 700
Charlotte, NC 28202

Re: 0910205076/Kankakee County
Bradley/Take 5 Oil Change
Site Remediation Program/Technical Reports
No Further Remediation Letter

Dear Mr. O'Melia:

The *Response to the No Further Remediation Letter dated December 13, 2022* (received January 16, 2024/Log No. 24-77663) in conjunction with the *Remedial Action Completion Report* (received October 18, 2022/Log No. 22-75445), as prepared by AEI Consultants for the above referenced Remediation Site, has been reviewed and approved by the Illinois Environmental Protection Agency ("Illinois EPA"). The remediation objectives approved for the site, in accordance with 35 Illinois Administrative Code Part 742 are above the existing concentrations of regulated substances and the above report shall serve as the approved Remedial Action Completion Report.

The Remediation Site, consisting of 0.053 acres, is located at 1413 East Larry Power Road, Bradley, Illinois. Pursuant to Section 58.10 of the Illinois Environmental Protection Act ("Act") (415 ILCS 5/1 et seq.), your request for a no further remediation determination is granted under the conditions and terms specified in this letter. The Remediation Applicant, as identified on the Illinois EPA's Site Remediation Program DRM-1 Form (received April 1, 2021/Log No: 21-72909), is Take 5 Properties SPV LLC.

This focused No Further Remediation Letter ("Letter") signifies a release from further responsibilities under the Act for the performance of the approved remedial action. This Letter shall be considered prima facie evidence that the Remediation Site described in the attached Illinois EPA Site Remediation Program Environmental Notice and shown in the attached Site Base Map does not constitute a threat to human health and the environment for the specified recognized environmental conditions so long as the Site is utilized in accordance with the terms of this Letter.

2125 S. First Street, Champaign, IL 61820 (217) 278-5800
1101 Eastport Plaza Dr., Suite 100, Collinsville, IL 62234 (618) 346-5120
9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000
595 S. State Street, Elgin, IL 60123 (847) 608-3131

2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022
4302 N. Main Street, Rockford, IL 61103 (815) 987-7760

Conditions and Terms of Approval

Level of Remediation and Land Use Limitations

- 1) The recognized environmental conditions characterized by the focused site investigation and successfully addressed, consist of the contaminants of concern identified in the attached Table A.
- 2) The Remediation Site is approved for Residential and/or Industrial/Commercial land use.
- 3) The land use specified in this Letter may be revised if:
 - a) Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
 - b) A new Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

Preventive, Engineering, and Institutional Controls

The implementation and maintenance of the following controls are required as part of the approval of the remediation objectives for this Remediation Site.

Preventive Controls:

There are no preventive controls required.

Engineering Controls:

There are no engineering controls required.

Institutional Controls:

There are no institutional controls required.

Other Terms

- 4) Where the Remediation Applicant is not the sole owner of the Remediation Site, the Remediation Applicant shall complete the attached *Property Owner Certification of the No Further Remediation Letter under the Site Remediation Program* Form. This certification, by original signature of each property owner, or the authorized agent of the owner(s), of the Remediation Site or any portion thereof who, is not a Remediation Applicant, shall be recorded along with this Letter.
- 5) Further information regarding this Remediation Site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency
Attn: Freedom of Information Act Officer
Division of Records Management #16
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

- 6) Pursuant to Section 58.10(f) of the Act (415 ILCS 5/58.10(f)), should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the current title holder and to the Remediation Applicant at the last known address. The notice shall specify the cause for the avoidance, explain the provisions for appeal, and describe the facts in support of this cause. Specific acts or omissions that may result in the avoidance of the Letter under Sections 58.10(e)(1)-(7) of the Act (415 ILCS 5/58.10(e)(1)-(7)) include, but shall not be limited to:
 - a) Any violation of institutional controls or the designated land use restrictions;
 - b) The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
 - c) The disturbance or removal of contamination that has been left in-place in accordance with the Remedial Action Plan. Access to soil contamination may be allowed if, during and after any access, public health and the environment are protected consistent with the Remedial Action Plan;
 - d) The failure to comply with the recording requirements for this Letter;
 - e) Obtaining the Letter by fraud or misrepresentation;
 - f) Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment;
 - g) The failure to pay the No Further Remediation Assessment Fee within forty-five (45) days after receiving a request for payment from the Illinois EPA;
 - h) The failure to pay in full the applicable fees under the Review and Evaluation Services Agreement within forty-five (45) days after receiving a request for payment from the Illinois EPA.
- 7) Pursuant to Section 58.10(d) of the Act, this Letter shall apply in favor of the following persons:
 - a) Take 5 Properties SPV LLC;
 - b) The owner and operator of the Remediation Site;
 - c) Any parent corporation or subsidiary of the owner of the Remediation Site;

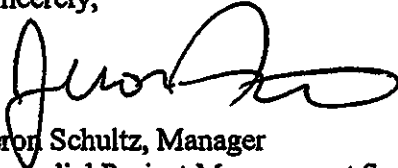
- d) Any co-owner, either by joint-tenancy, right of survivorship, or any other party sharing a relationship with the owner of the Remediation Site;
 - e) Any holder of a beneficial interest of a land trust or inter vivos trust, whether revocable or irrevocable, involving the Remediation Site;
 - f) Any mortgagee or trustee of a deed of trust of the owner of the Remediation Site or any assignee, transferee, or any successor-in-interest thereto;
 - g) Any successor-in-interest of the owner of the Remediation Site;
 - h) Any transferee of the owner of the Remediation Site whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest;
 - i) Any heir or devisee of the owner of the Remediation Site;
 - j) Any financial institution, as that term is defined in Section 2 of the Illinois Banking Act and to include the Illinois Housing Development Authority, that has acquired the ownership, operation, management, or control of the Remediation Site through foreclosure or under the terms of a security interest held by the financial institution, under the terms of an extension of credit made by the financial institution, or any successor-in-interest thereto; or
 - k) In the case of a fiduciary (other than a land trustee), the estate, trust estate, or other interest in property held in a fiduciary capacity, and a trustee, executor, administrator, guardian, receiver, conservator, or other person who holds the remediated site in a fiduciary capacity, or a transferee of such party.
- 8) This letter, including all attachments, must be recorded as a single instrument within forty-five (45) days of receipt with the Office of the Recorder of Kankakee County. For recording purposes, the Illinois EPA Site Remediation Program Environmental Notice attached to this Letter should be the first page of the instrument filed. This Letter shall not be effective until officially recorded by the Office of the Recorder of Kankakee County in accordance with Illinois law so that it forms a permanent part of the chain of title for the Take 5 Oil Change property.
- 9) Within thirty (30) days of this Letter being recorded by the Office of the Recorder of Kankakee County, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:

Illinois Environmental Protection Agency
Bureau of Land/RPMS #24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

10) In accordance with Section 58.10(g) of the Act, a No Further Remediation Assessment Fee based on the costs incurred for the Remediation Site by the Illinois EPA for review and evaluation services will be applied in addition to the fees applicable under the Review and Evaluation Services Agreement. Request for payment of the No Further Remediation Assessment Fee will be included with the billing statement.

If you have any questions regarding the Take 5 Oil Change property, you may contact the Illinois EPA project manager, Patricia Silva at 217-524-3285.

Sincerely,



MS
Jeron Schultz, Manager
Remedial Project Management Section
Division of Remediation Management
Bureau of Land

Attachments: Illinois EPA Site Remediation Program Environmental Notice
Site Base Map
Table A: Regulated Substances of Concern
Property Owner Certification of the NFR Letter under the Site Remediation
Program Form
Instructions for Filing the NFR Letter

cc: Store Master Funding VIII, LLC
Angela Donahoe
8377 East Hartford Drive, Suite 100
Scottsdale, AZ 85255

Patricia Feeley
AEI Consultants
pfeeley@aeiconsultants.com

Bureau of Land File
Ms. Christina Gunther

PREPARED BY:

Scott O'Melia
Take 5 Properties SPV LLC
440 South Church, Suite 700
Charlotte, NC 28202

RETURN TO:

Scott O'Melia
Take 5 Properties SPV LLC
440 South Church, Suite 700
Charlotte, NC 28202

THE ABOVE SPACE FOR RECORDER'S OFFICE

This Environmental No Further Remediation Letter must be submitted by the remediation applicant within 45 days of its receipt, to the Office of the Recorder of Kankakee County.

Illinois State EPA Number: 0910205076

Take 5 Properties SPV LLC, the Remediation Applicant, whose address is 440 South Church, Suite 700, Charlotte, NC 28202 has performed investigative and/or remedial activities for the remediation site depicted on the attached Site Base Map and identified by the following:

1. Legal description or Reference to a Plat Showing the Boundaries:

ALL THAT CERTAIN LAND IN THE COUNTY OF KANKAKEE, STATE OF ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REMEDIATION SITE:

COMMENCING AT A FOUND 1/2" REBAR IN THE NORTHERLY RIGHT-OF-WAY OF REBAR IN THE NORTHERLY RIGHT-OF-WAY OF EAST 4000 NORTH ROAD, THENCE LEAVING SAID RIGHT-OF-WAY NORTH 00°59'29" WEST 101.24 FEET TO A POINT, THENCE SOUTH 88°09'23" WEST 8.66 FEET TO THE TRUE POINT OF BEGINNING, WEST 8.66 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 23°56'37" WEST 56.59 FEET TO A POINT, THENCE WEST 56.59 FEET TO A POINT, THENCE SOUTH 84°14'22" EAST 58.96 FEET TO A POINT, THENCE EAST 58.96 FEET TO A POINT, THENCE SOUTH 04°16'56" EAST 44.67 FEET TO A POINT, THENCE EAST 44.67 FEET TO A POINT, THENCE SOUTH 88°09'23" WEST 39.05 FEET TO THE POINT OF WEST 39.05 FEET TO THE POINT OF BEGINNING, CONTAINING 0.053 ACRES MORE OR LESS. THIS DESCRIPTION DOES NOT IDENTIFY ANY LOT OR PARCEL OF RECORD, BUT IDENTIFIES THE BOUNDARY OF A REMEDIATION SITE.

2. Common Address: 1413 East Larry Power Road, Bradley, IL
3. Real Estate Tax Index/Parcel Index Number: 17-09-09-303-020, 17-09-09-303-021
4. Remediation Site Owner: Store Master Funding VIII, LLC and Village of Bradley

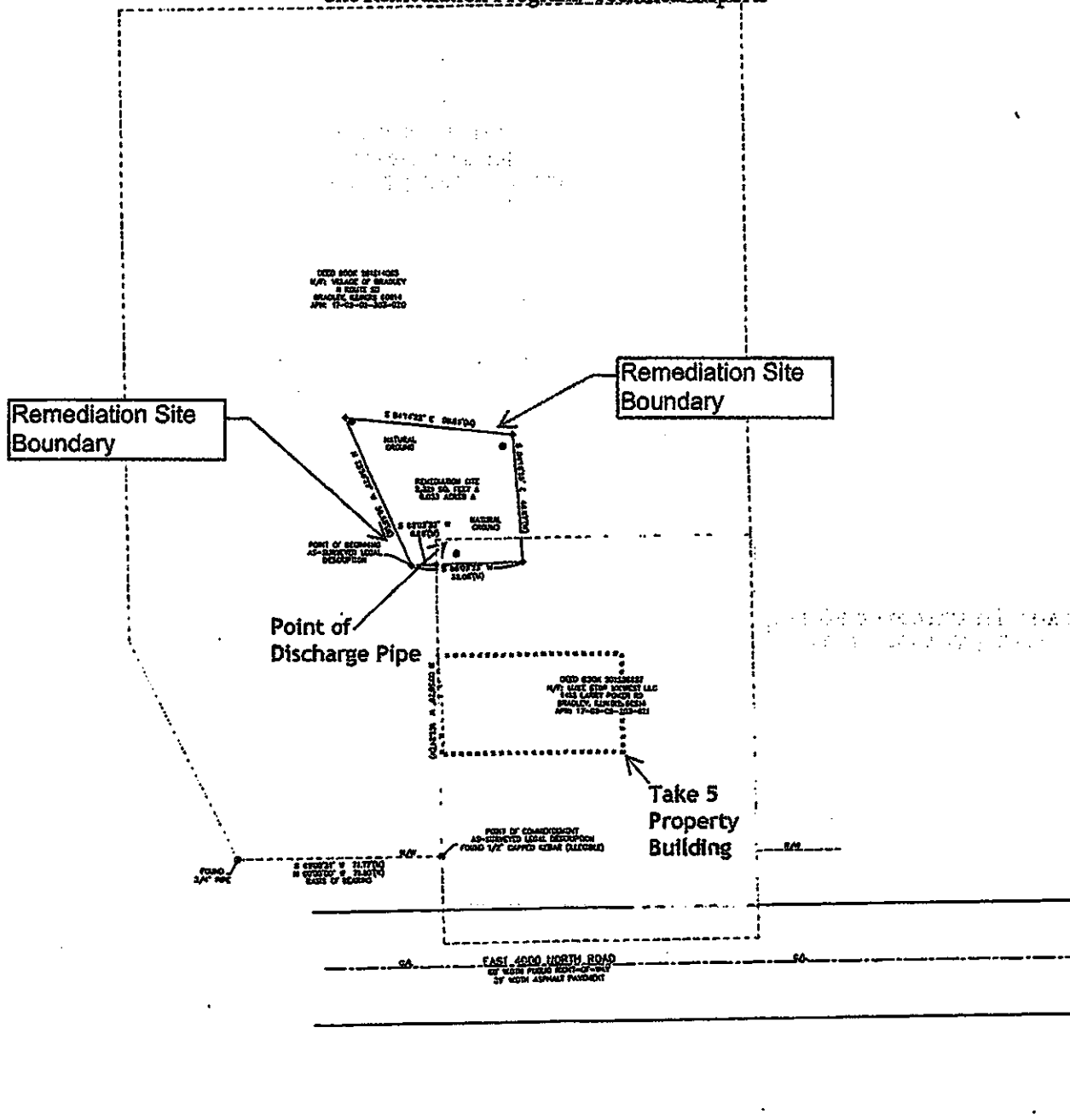
5. Land Use: Residential and/or Industrial/Commercial

6. Site Investigation: Focused

See NFR letter for other terms.

(Illinois EPA Site Remediation Program Environmental Notice)

Site Base Map
 LPC #0910205076
 Bradley/ Take 5 Oil Change
 Site Remediation Program/ Technical Reports



LEGEND

———— Remediation Area Boundary

Map: Site Base Map
 Date: 9/28/2022
 Source: Blew and Associates, September 2022

SITE BASE MAP

1413, E. Larry Power Road
 BRADLEY, ILLINOIS 60915

FIGURE 1
 AEI Project No. 430400

TABLE A: Regulated Substances of Concern**LPC# 0910205076/Kankakee County
Bradley/Take 5 Oil Change
Site Remediation Program**

Volatile Organic Compounds (VOCs)	
CAS No.	Compound Name
67-64-1	Acetone
71-43-2	Benzene
75-27-4	Bromodichloromethane
75-25-2	Bromoform
74-83-9	Bromomethane
78-93-3	2-Butanone
75-15-0	Carbon Disulfide
56-23-5	Carbon Tetrachloride
108-90-7	Chlorobenzene
75-00-3	Chloroethane
67-66-3	Chloroform
74-87-3	Chloromethane
124-48-1	Dibromochloromethane
75-34-3	1,1-Dichloroethane
107-06-2	1,2-Dichloroethane
75-35-4	1,1-Dichloroethene
540-59-0	1,2-Dichloroethene (total)
156-59-2	cis-1,2-Dichloroethene
156-60-5	trans-1,2-Dichloroethene
78-87-5	1,2-Dichloropropane
10061-02-6	trans-1,3-Dichloropropene
10061-01-5	cis-1,3-Dichloropropene
100-41-4	Ethylbenzene
591-78-6	2-Hexanone
75-09-2	Methylene Chloride
108-10-1	4-Methyl-2-Pentanone
1634-04-4	Methyl tert-butyl ether
100-42-5	Styrene
79-34-5	1,1,2,2-Tetrachloroethane
127-18-4	Tetrachloroethene
71-55-6	1,1,1-Trichloroethane
79-00-5	1,1,2-Trichloroethane
79-01-6	Trichloroethene
108-88-3	Toluene
75-01-4	Vinyl Chloride
1330-20-7	Xylenes (total)

Polynuclear Aromatic Compounds (PNAs)	
CAS No.	Compound Name
208-96-8	Acenaphthalene
83-32-9	Acenaphthene
120-12-7	Anthracene
56-55-3	Benzo(a)anthracene
205-99-2	Benzo(b)fluoranthene
207-08-9	Benzo(k)fluoranthene
191-24-2	Benzo(g,h,i)perylene
50-32-8	Benzo(a)pyrene
218-01-9	Chrysene
53-70-3	Dibenzo(a,h)anthracene
206-44-0	Fluoranthene
86-73-7	Fluorene
193-39-5	Indeno(1,2,3-cd)pyrene
91-20-3	Naphthalene
85-01-8	Phenanthrene
129-00-0	Pyrene

**PROPERTY OWNER CERTIFICATION OF THE NFR LETTER
UNDER THE SITE REMEDIATION PROGRAM**

Where the Remediation Applicant (RA) is not the sole owner of the remediation site, the RA shall obtain the certification by original signature of each owner, or authorized agent of the owner(s), of the remediation site or any portion thereof who is not an RA. The property owner(s), or the duly authorized agent of the owner(s) must certify, by original signature, the statement appearing below. This certification shall be recorded in accordance with Illinois Administrative Code 740.620.

Include the full legal name, title, the company, the street address, the city, the state, the ZIP code, and the telephone number of all other property owners. Include the site name, street address, city, ZIP code, county, Illinois inventory identification number and real estate tax index/parcel index number.

A duly authorized agent means a person who is authorized by written consent or by law to act on behalf of a property owner including, but not limited to:

1. For corporations, a principal executive officer of at least the level of vice-president;
2. For a sole proprietorship or partnership, the proprietor or a general partner, respectively; and
3. For a municipality, state or other public agency, the head of the agency or ranking elected official.

For multiple property owners, attach additional sheets containing the information described above, along with a signed, dated certification for each. All property owner certifications must be recorded along with the attached NFR letter.

Property Owner Information	
Owner's Name: _____	
Title: _____	
Company: _____	
Street Address: _____	
City: _____ State: _____ Zip Code: _____ Phone: _____	
Site Information	
Site Name: _____	
Site Address: _____	
City: _____ State: _____ Zip Code: _____ County: _____	
Illinois inventory identification number: _____	
Real Estate Tax Index/Parcel Index No. _____	
I hereby certify that I have reviewed the attached No Further Remediation Letter and that I accept the terms and conditions and any land use limitations set forth in the letter.	
Owner's Signature: _____	Date: _____
SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 20__	
_____ Notary Public	

The Illinois EPA is authorized to require this information under Sections 415 ILCS 5/58 - 58.12 of the Environmental Protection Act and regulations promulgated thereunder. If the Remediation Applicant is not also the sole owner of the remediation site, this form must be completed by all owners of the remediation site and recorded with the NFR Letter. Failure to do so may void the NFR Letter. This form has been approved by the Forms Management Center. All information submitted to the Site Remediation Program is available to the public except when specifically designated by the Remediation Applicant to be treated confidentially as a trade secret or secret process in accordance with the Illinois Compiled Statutes, Section 7(a) of the Environmental Protection Act, applicable Rules and Regulations of the Illinois Pollution Control Board and applicable Illinois EPA rules and guidelines.

Notice to Remediation Applicant

Please follow these instructions when filing the NFR letter with the County Recorder's Office

Instructions for Filing the NFR Letter

The following documents must be filed:

- A. Body of the NFR Letter (contains appropriate terms and conditions, tables, etc.)
 - B. Attachments to NFR letter
 - Illinois EPA Site Remediation Program Environmental Notice (Legal Description and PIN of property)
 - Maps of the site
 - Table A: Regulated Substances of Concern (if applicable.)
 - Property Owner Certification
 - C. A copy of the ordinance, if applicable, used to address groundwater contamination
1. Place the Illinois EPA Site Remediation Program Environmental Notice on top of the NFR prior to giving it to the Recorder.
 2. If you are not the owner (record title holder) of the property on the date of filing of this NFR, you must attach a **completed** owner's certification form signed by the owner of the property at the time of filing (e.g., if the property recently sold, the new owner must sign).
 3. If any of the terms and conditions of the NFR letter references a groundwater ordinance, you must record a copy of the groundwater ordinance with the NFR letter.
 4. If any of the terms and conditions of the NFR letter references a highway agreement, you must record the highway agreement if specifically required by the municipality granting the agreement, the County or the Illinois Department of Transportation.
 5. Within thirty (30) days of this NFR Letter being recorded by the Office of the Recorder of the County in which the property is located, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:

Illinois Environmental Protection Agency
Bureau of Land/RPMS
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

6. **Remove this page from the NFR letter, prior to recording.**

If you have any questions call (217) 524-6940 and speak with the "project manager on-call" in the Site Remediation Program.