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July 20, 2017

Mr. Alex Alexandrou
Chief Management Officer
City of Aurora
44 E. Downer Place
Aurora, Illinois 60505

Re: Groundwater Ordinance
1218 N. Lake Street
Aurora, Illinois

CITY OF AURORA
2017 JUL 26 AM 11:14
MAYOR'S OFFICE

Dear Alex:

ExxonMobil Oil Corporation ("Exxon") has asked the City of Aurora to adopt an ordinance that would ban the use of groundwater wells within a certain limited area around the site located at 1218 N. Lake Street so that Exxon can obtain a No Further Remediation Letter from the Illinois Environmental Protection Agency ("IEPA") using the Tiered Approach to Cleanup Objectives with respect to this contaminated site.

As we discussed in the past, from a legal standpoint, if the City of Aurora was to adopt an ordinance that would prohibit the use of groundwater as a potable water supply by the installation or drilling of new wells by all parties, including the City itself, the regulations do not call for the City to take any further action but, rather, places the burden on Exxon for monitoring the City's activities with respect to this ordinance. Simply put, from a legal perspective, the City would not be required to take any further steps other than to adopt (and presumably not modify or rescind) the groundwater ordinance. As noted however, no new wells, including City wells, could be placed in the groundwater ordinance area.

Protection against future claims and contamination is provided to the City through an Environmental Indemnity Agreement. Exxon has agreed on behalf of itself, its successors and assigns, at its sole cost and expense to indemnify, defend and hold the City and the City's former, current and future officials, officers, servants, employees, agents, successors and assigns (collectively referred to as "City Affiliates") both in their capacities as City representatives and as individuals, harmless from and against any loss, actions, responsibilities, obligations, liability, damage, claims, penalties, fines, injunctions, suits, proceedings, disbursements or expenses arising under or relating to any environmental laws or any other liabilities which may be incurred by or asserted against any of the City Affiliates directly or indirectly, resulting or arising from, alleged to arise from, or caused by, in whole or in part, from the presence of hazardous materials on, in or from Exxon's former property (including the groundwater thereunder) and/or any condition of any property (including groundwater) or surface water alleged to have been caused from the presence of those chemicals or substances which are or were commonly used at

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Exxon's former property. In addition to this indemnity, if the City encounters hazardous materials while working in, on, under or near Exxon's former property (including but not limited to such areas as within municipal easements and/or Right-of-Ways) or encounters hazardous materials migrating from Exxon's former property, the City has the right to remove the contaminated soil or groundwater from the area it is working in and intends to do work and to dispose of those materials as it deems appropriate not inconsistent with the applicable environmental laws so as to avoid causing a further release of the hazardous materials and to protect human health and the environment. If asked, Exxon will cooperate with the City in the removal and disposal of such soil and groundwater and will sign all necessary documents and manifests for the proper transportation and disposal of the soil and/or groundwater.

Please let me know how the City would like to proceed at this point. If the ordinance is acceptable, I would ask that you put it on the next available agenda for the City Council's consideration. Of course, if you should have any questions, please do not hesitate to call me.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.



Dennis G. Walsh

Enc.