

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

(1701 Philo Road)

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

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

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

PASSED by the City Council this 17th day of July,
2006 .

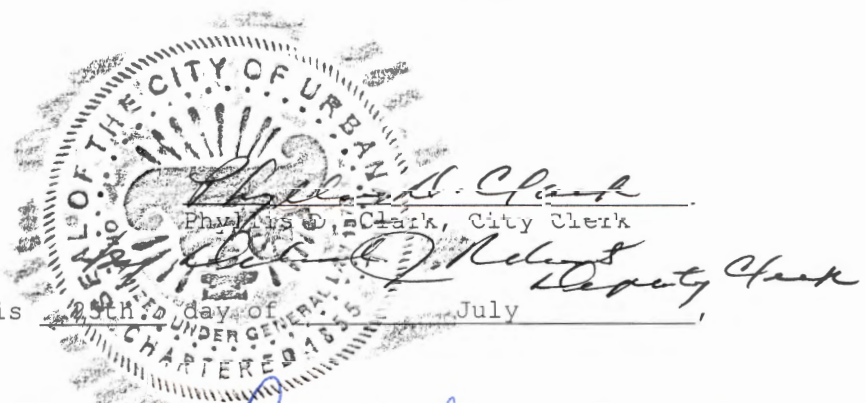
AYES: Bowersox, Chynoweth, Lewis, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:

APPROVED by the Mayor this 29th day of July,

2006 .



Phyllis D. Clark
Phyllis D. Clark, City Clerk
Deputy Clerk

Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

FILED

2006 AUG -4 AM 11: 03

IN THE OFFICE OF THE
URBANA CITY CLERK

TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES AGREEMENT

This agreement is entered into this 28th day of July, 2006
Urbana ("City"), as follows:

WHEREAS, Pride has reported a release of petroleum product from underground storage tanks to the Illinois Emergency Management Agency in regard to property located at 1701 Philo Road, Urbana, Illinois ("Site"), currently owned and operated by Pride as a gasoline service station, and the Illinois Emergency Management Agency has assigned leaking underground storage tank ("LUST") release incident number 20041080 to the release at the property;

WHEREAS, Pride has requested risk-based, site specific soil and/or groundwater remediation objectives from the Illinois Environmental Protection Agency ("IEPA") under 35 Illinois Administrative Code (IAC) Part 734, *Petroleum Underground Storage Tanks (Releases Reported On Or After June 24, 2002)*;

WHEREAS, Pride and the City believe soil and groundwater located within the City-controlled roadway Right-of-Way may become contaminated by the release:

WHEREAS, 35 Illinois Administrative Code Section 742.1020 provides for the use of a Highway Authority Agreement as an institutional control in order to achieve risk-based, site specific soil and groundwater remediation objectives to obtain a No Further Remediation ("NFR") determination from the IEPA. The reason for the Highway Authority Agreement is to ensure protection of human health and the environment by restricting or limiting land uses on property. The restrictions or limitations are necessary in order to protect against exposure to contaminated soil or groundwater or both that may be present within the Right-of-Way as a result of underground storage tank activities;

WHEREAS, the City holds a fee simple interest or a dedication for highway purposes in the Right-of-Way, or the Right-of-Way is a platted street, and the City has jurisdiction of the Right-of-Way. As such, the City exercises sole control

over the use of groundwater beneath the Right-of-Way and over access to the soil beneath the Right-of-Way because a permit is required for said access;

WHEREAS, the City is willing to agree that it will not allow the use of groundwater under the highway Right-of-Way as a potable or other domestic supply of water and that it will limit access as described herein to soil under the highway Right-of-Way that is contaminated from the releases at levels above residential Tier 1 remediation objectives;

WHEREAS, the IEPA must review, approve and accept this Agreement as a Highway Authority Agreement, as defined in 35 Illinois Administrative Code Section 742.1020, and, this Agreement must be referenced by the IEPA in its NFR determination letter for the property;

WHEREAS, this Agreement shall be null and void without such acceptance and reference of this Agreement by the IEPA;

WHEREAS, the parties intend this Agreement to be in full and complete settlement and compromise of all claims the City may have arising from the release of contaminants in and to the Right-of-Way associated with LUST release incident number 20041080.

NOW, THEREFORE, for the mutual Agreement set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereto agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. Attached as Exhibit A are site maps which show the areas of estimated contaminant impacted soil and groundwater at the time of this Agreement in the Right-of-Way above Tier 1 residential remediation objectives under 35 Illinois Administrative Code Part 742. Also attached as Exhibit B are tables showing concentration of contaminants of concern, hereafter "Contaminants," in the soil and groundwater within the area described in Exhibit A and which show the applicable Tier 1 soil and groundwater remediation objectives for residential property of the Illinois Pollution Control Board ("IPCB") which are exceeded. The Right-of-Way, and only the Right-of-Way, as described in Exhibit A, hereinafter the "Right-of-Way," adjacent to the Site is subject to this agreement. As the drawings in the Exhibits are not plats, the boundary of the Right-of-Way in the Exhibits may be an approximation of the actual Right-of-Way lines. In the Right-of-Way, it is impractical to sample for Contaminants, however, the parties believe that the area of the Right-of-Way is adequate to

encompass the soil and groundwater within the Right-of-Way possibly impacted with Contaminants from a release at the Site.

In the event that either the City or Pride determines that the area of estimated contaminant impacted soil and groundwater has expanded or materially changed, the parties shall amend Exhibit A of this Agreement to reflect the estimated contaminant impacted soil and groundwater. Also, in the event the City expands the Right-of-Way by acquiring all or part of the Site property or a property adjacent to the Site property which is or may be contaminated, the parties shall amend Exhibit A and Exhibit B of this Agreement to reflect the estimated contaminant impacted soil and groundwater, and describe and depict the Right-of-Ways.

3. The City shall prohibit the use of the groundwater beneath the Right-of-Way as a potable or other domestic supply of water and will limit access to soil as described herein under the Right-of-Way that is contaminated from the releases at the Site at levels above Tier 1 residential remediation objectives. As the pavement in the Right-of-Way may be considered an engineered barrier, Pride agrees to reimburse the City for maintenance activities requested by Pride in writing in order to maintain it as a barrier. Except for ordinary maintenance consistent with that performed by the City on other City highways, the City does not agree to perform maintenance of the Right-of-Way, nor does it agree that the Right-of-Way will always remain a City highway or that it will maintain the Right-of-Way as an engineered barrier.
4. This Agreement does not limit the City's ability to construct, reconstruct, improve, repair, maintain and operate (collectively "Work") a highway upon its property or to allow others to use the highway Right-of-Way by permit.
5. The City reserves the right and the right of those using its property under permit to remove contaminated soil and/or groundwater above Tier 1 residential remediation objectives from its Right-of-Way and to dispose of them as they deem appropriate not inconsistent with applicable environmental regulations so as to avoid causing a further release of the contaminants and to protect human health and the environment.
6. Unless there is an immediate threat to health or safety to any individual or to the public, the City shall provide Pride with reasonable notice that it intends to let work on published programs or that it intends to perform work in the Right-of-Way which may

involve removing and disposing of contaminated soil or groundwater to the extent necessary of its work. The City and Pride will engage in a good faith, collaborative process to arrive at a consensus approach to managing the impacted soil or groundwater in the Right-of-Way in an attempt to reconcile Pride's preference for performing as much of this work as possible with the City's engineering and other constraints in doing so. Any work performed by Pride shall be performed under a permit from the City. The final decision for management will be in the sole discretion of the City.

All site investigation and corrective action performed by Pride within the City Right-of-Way shall comply with all applicable environmental laws. The City may designate the time and location of any site investigation or corrective action performed by Pride in the Right-of-Way.

7. Pride shall reimburse the City for reasonable costs it may incur in protecting human health and the environment, including, but not limited to identifying, investigating, handling, storing and disposing of contaminated soil and groundwater located within the Right-of-Way as a result of the release of contaminants at the property by Pride. Pride shall also reimburse reasonable costs which may be incurred by the Pride to perform a site investigation of the Right-of-Way and to administer and enforce this Agreement.
8. Provided no immediate threat to health and safety existed, the failure by the City to provide Pride with reasonable notice to a letting of work or of the City's intent to perform work in the Right-of-Way, or, the failure by the City to engage in a good faith collaborative process to manage the remediation, as required by paragraph 6 of this Agreement, shall limit the reimbursement of cost as described in paragraph 7 of this Agreement to \$10,000.00. If there is an immediate threat to the health and safety to any individual or to the public, the City may respond to and deal with this threat, without providing notice to Pride. However, the City shall notify Pride as it is practicable by telephone.
9. The City's sole responsibility under this Agreement with respect to others using the Right-of-Way under permit from the City is to include the following, or similar language, in the future standard Right-of-Way permit provisions and to notify its current permit holders on its mailing list of the following:

As a condition of this permit, the permittee shall request the Permit Office to identify sites in the Right-of-Way (as

described in Exhibit A attached hereto) where access to contaminated soil or groundwater is governed by Tiered Approach to Corrective Action Objectives ("TACO") Agreements. The permittee shall take measures before, during and after any access to these sites to protect worker safety and human health and the environment. It is the responsibility of the permittee to notify Pride Oil, LLC. (which is pursuing a corrective action of contaminated soil and groundwater at the site and in the Right-of-Way, as described in Exhibit A attached hereto which Right-of-Way is adjacent to the site) that the permittee is performing work in the Right-of-Way which may involve removing and disposing of contaminated soil or groundwater to the extent necessary for its work. Pride Oil, LLC. may be contacted at the following phone number 217-857-3163. Excavated contaminated soil should be managed off-site in accordance with all applicable environmental laws.

10. In the event of a breach of this Agreement by the City, Pride's sole remedy for such breach shall be an action for specific performance.
11. This Agreement shall continue in effect from the date of this Agreement until the Right-of-Way is vacated or the Right-of-Way is demonstrated to be suitable for unrestricted use and there is no longer a need for this Agreement as a Highway Authority Agreement, and the IEPA has amended the notice in the chain of title of the property to reflect unencumbered future use of that Right-of-Way.
12. Violation of the terms of this Agreement by Pride, or its successors in interest, may be grounds for voidance of this Agreement as a Highway Authority Agreement. Violation of the terms of this Agreement by the City will not void this Agreement, unless the IEPA has determined that the violation is grounds for voiding this Agreement as a Highway Authority Agreement and the City has not cured the violation within such time as IEPA has granted to cure the violation.
13. This Agreement shall be binding upon all successors in interest to Pride and to the City. A successor in interest of the City would include a highway authority to which the City would transfer jurisdiction of the highway. In the event that the Right-of-Way is vacated, the City and Pride shall provide written notice to the IEPA of such vacation and termination of this Agreement.

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

If to Pride: Pride Oil, LLC.
 1505 W. Main Street
 Teutopolis, Illinois 662467

If to City: City of Urbana
 400 S. Vine Street
 Urbana, Illinois 61801

15. Pride shall indemnify, defend and hold harmless the City, its elected officials, its duly appointed officials, agents, employees, and representatives, and its duly appointed officials, agents, employees, and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands (collectively referred to hereinafter as "claims") arising from and relating to IEMA release incident number 20041080, including (a) the existence of soil and groundwater contamination within the Right-of-Way; (b) the migration of soil and/or groundwater contamination caused by Pride within the Right-of-Way to adjoining property; (c) the performance of any site investigation or the excavation, handling, storage, removal or disposal of contaminated soil and/or groundwater located within the Right-of-Way; and (d) the exposure of any individual or the public to contaminated soil and/or groundwater located within the Right-of-Way.

Pride further agrees to pay all damages, judgments, settlements, costs and expenses incurred by the City, including all reasonable attorney's fees and court costs, in connection with or resulting from such claims against the City.

Pride's obligations to defend and indemnify the Pride pursuant to this paragraph 15 are expressly contingent upon the City providing Pride with timely notice and the opportunity to defend such claims.

16. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that (1) this Agreement is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) this Agreement is binding and valid and will be specifically enforceable against each party; and (3) this Agreement does not violate any presently existing provisions of law nor any applicable order, writ,

injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.

17. It is mutually agreed by and between the parties hereto that this Agreement shall not be construed, in any manner or form, to limit the power or authority of the City or the City's Engineer to maintain, operate, improve, manage, construct, reconstruct, repair, widen or expand City highways as best determined as provided by law or to construct, maintain and operate subsurface utility mains, pipes and structures, including, but not limited to, such structures necessary for water and sewer systems and utilities and storm water drainage systems.
18. It is mutually agreed by and between the parties hereto that nothing contained in this Agreement is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners between the parties hereto, or as constituting Pride, the agent, representative or employee of the Pride for any purpose or in any manner, whatsoever. Pride is to be and shall remain independent of the City with respect to all services performed under this Agreement.
19. This Agreement shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute this Agreement affix their signatures.
20. This Agreement shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
21. It is mutually agreed by and between the parties hereto that the provisions of this Agreement are severable. If any provisions, paragraph, section, subdivision, clause, phrase or word of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
22. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.

- 23. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions, or waivers of any provision of this Agreement shall be valid only when expressed in writing and duly executed by the parties hereto.
- 24. This Agreement shall be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this Agreement.

IN WITNESS WHEREOF, the City of Urbana, Illinois has caused this Agreement to be signed by its Mayor, a duly authorized representative, and be binding upon it, its successors and assigns.

City of Urbana, Illinois

BY: Harrel Lunt Prussing
PRINTED: Harrel Lunt Prussing
TITLE: Mayor

DATE: July 28, 2006

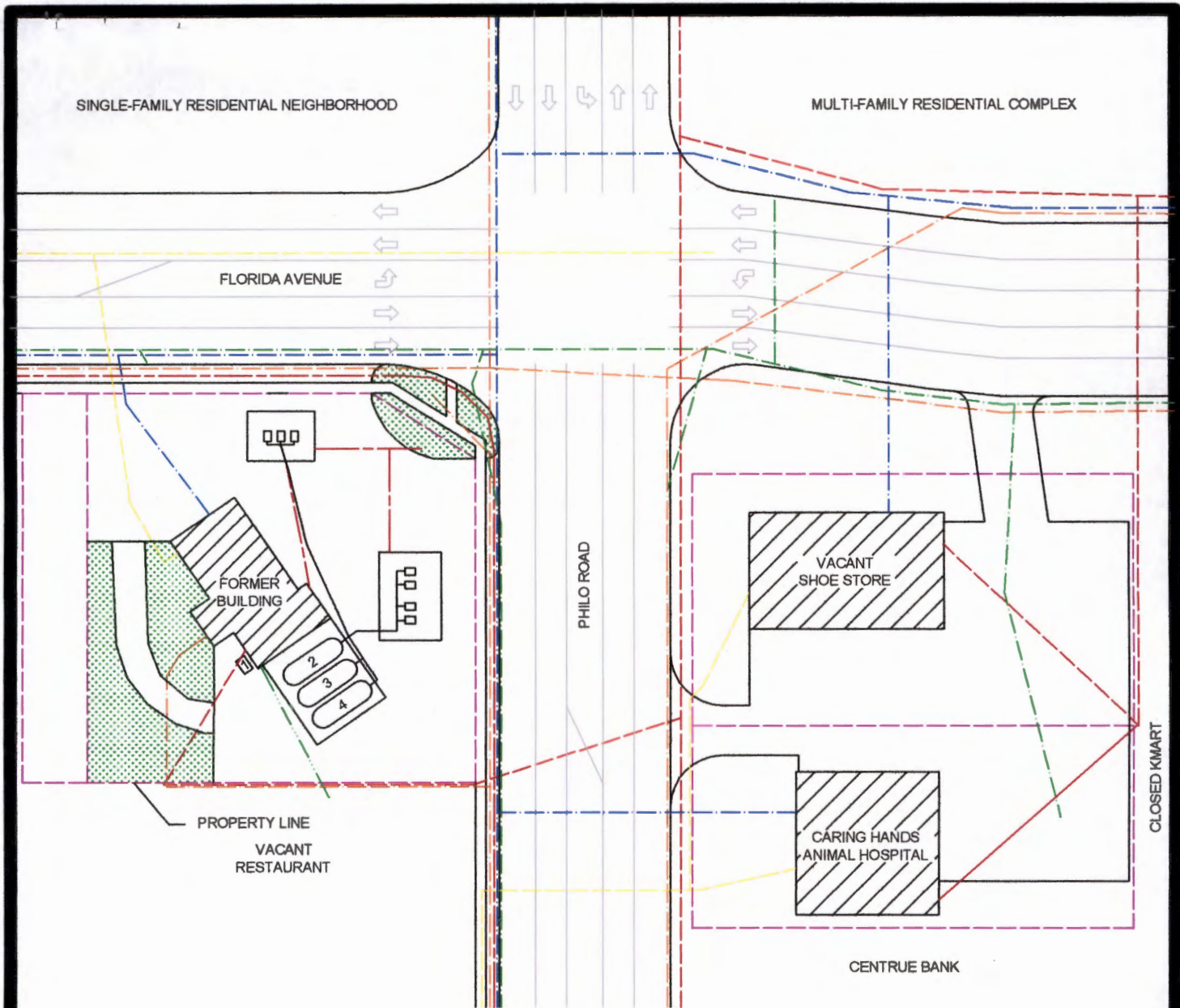
IN WITNESS WHEREOF, the Owner, Pride Oil, LLC., has caused this Agreement to be signed by its duly authorized representative, and be binding upon it, its successors and assigns.

Pride Oil, LLC.

BY: Randy Meyer
PRINTED: RANDY MEYER
TITLE: PRESIDENT MM

DATE: 7-24-06

Exhibit A: Site Maps



UTILITY LEGEND

- Water ————
- Underground
- Phone ————
- Overhead
- Electrical ————
- Underground
- Electrical ————
- Sanitary Sewer ————
- Natural Gas ————
- Storm Sewer ————

NOTE: Utility locations are approximate.

- Tank 1 - 550-gal. used motor oil UST (removed)
- Tank 2 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 3 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 4 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 5 - 550-gal. used motor oil UST (removed-location unknown)

North
Scale 1" = 60'

GEOCON
engineering, inc.

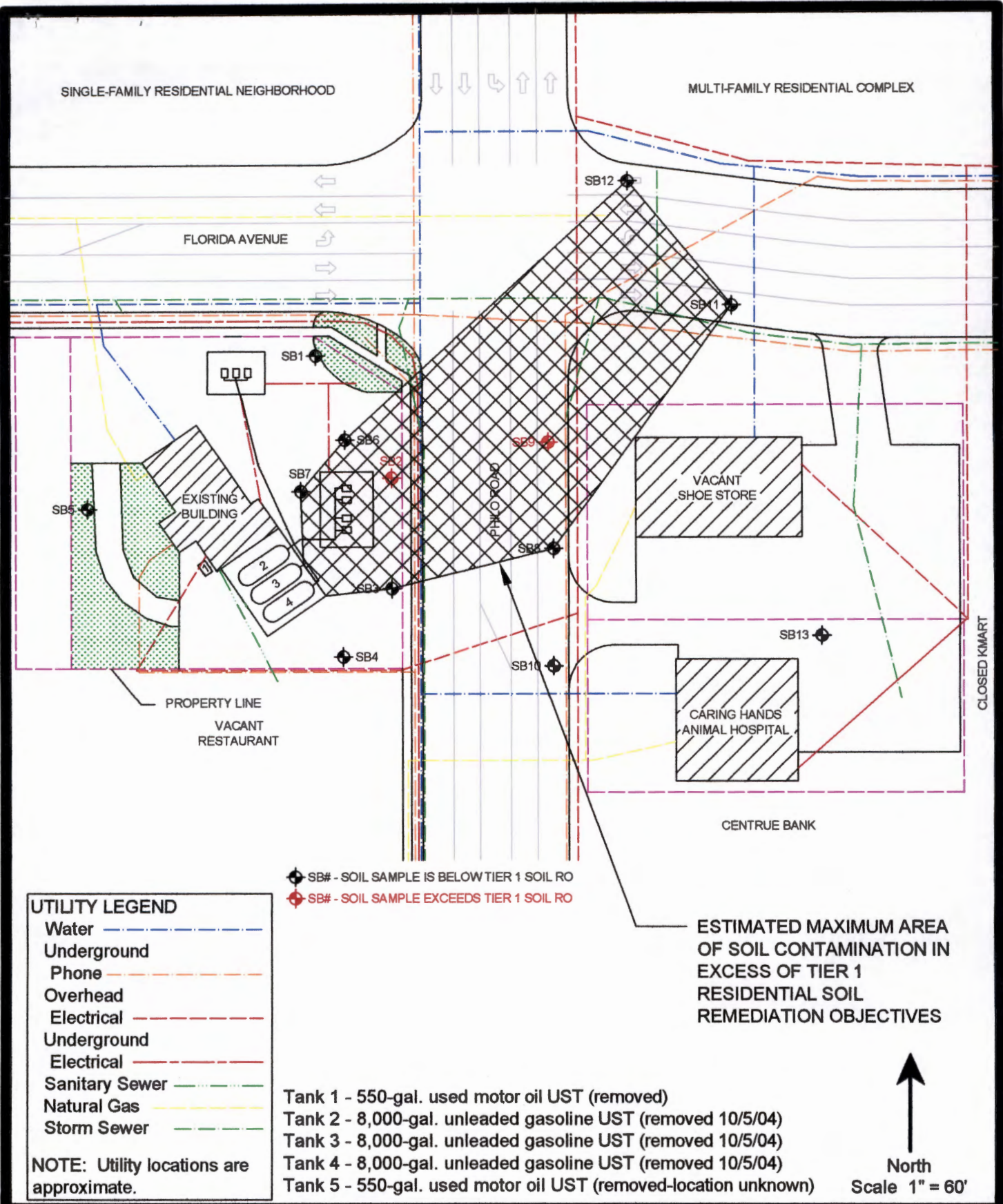
306B Tiffany Court 217/403-9990 phone
Champaign, IL 61822 217/403-1559 fax

FIGURE 1

SITE PLAN
Pride Oil, LLC. - 1701 Philo Road
Urbana, Champaign County, Illinois

PROJECT NO.: 41029

DATE: May 2006



GEOCON
 engineering, inc.

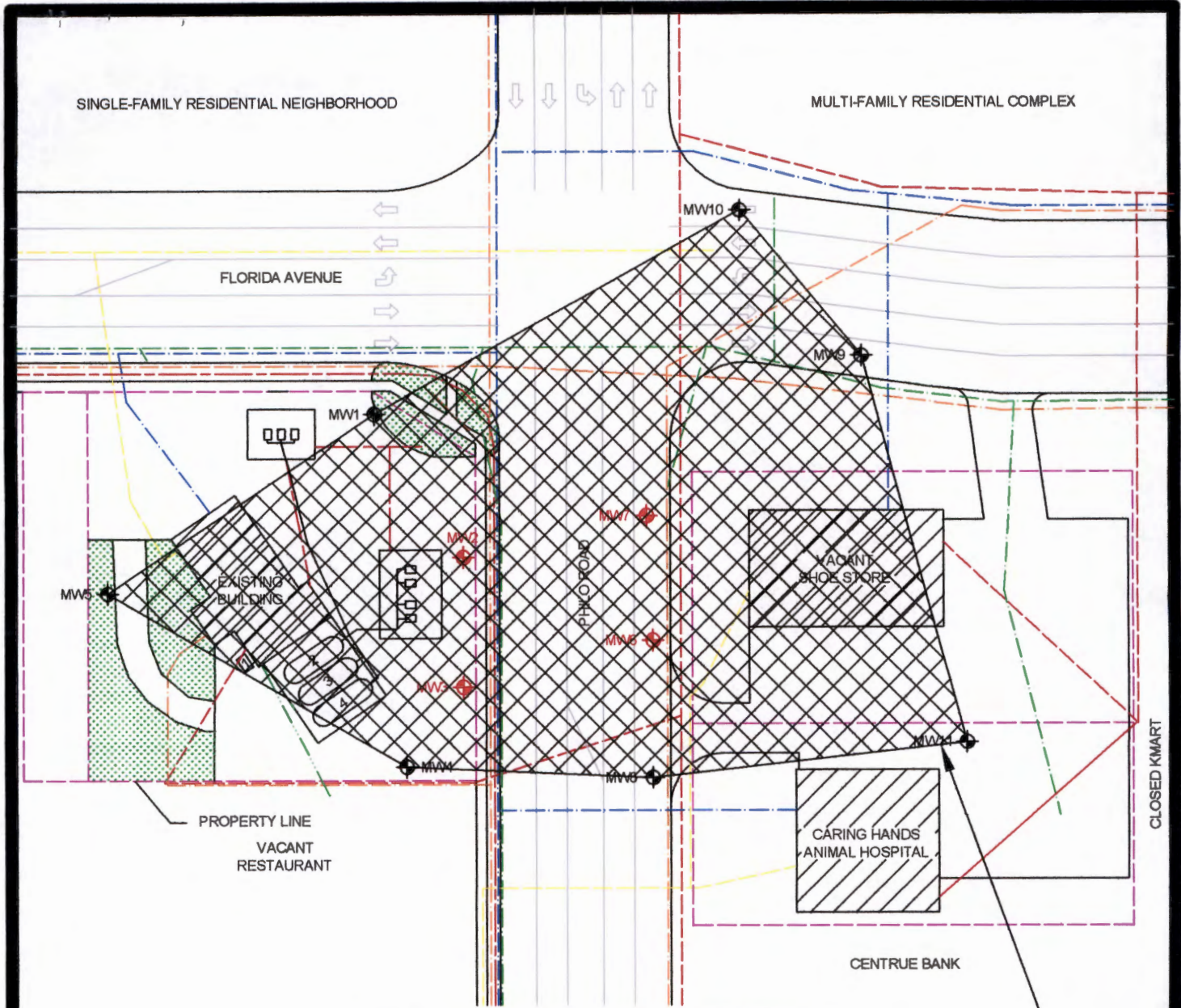
306B Tiffany Court
 Champaign, IL 61822

217/403-9990 phone
 217/403-1559 fax

FIGURE 2
 ESTIMATED MAXIMUM HORIZONTAL EXTENT OF
 SOIL CONTAMINATION
 Pride Oil, LLC. - 1701 Philo Road
 Urbana, Champaign County, Illinois

PROJECT NO.: 41029

DATE: May 2006



◆ MW# - GROUNDWATER SAMPLE IS BELOW TIER 1 GROUNDWATER RO
 ◆ MW# - GROUNDWATER SAMPLE EXCEEDS TIER 1 GROUNDWATER RO

UTILITY LEGEND

- Water ————
- Underground Phone ————
- Overhead Electrical ————
- Underground Electrical ————
- Sanitary Sewer ————
- Natural Gas ————
- Storm Sewer ————

NOTE: Utility locations are approximate.

ESTIMATED MAXIMUM EXTENT OF GROUNDWATER CONTAMINATION IN EXCESS OF TIER 1 RESIDENTIAL GROUNDWATER REMEDIATION OBJECTIVES

- Tank 1 - 550-gal. used motor oil UST (removed)
- Tank 2 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 3 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 4 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 5 - 550-gal. used motor oil UST (removed-location unknown)

↑ North
 Scale 1" = 60'

GEOCON
engineering, inc.

306B Tiffany Court 217/403-9990 phone
Champaign, IL 61822 217/403-1559 fax

FIGURE 3
ESTIMATED MAXIMUM HORIZONTAL EXTENT OF GROUNDWATER CONTAMINATION
Pride Oil, LLC. - 1701 Philo Road
Urbana, Champaign County, Illinois

PROJECT NO.: 41029

DATE: May 2006

SINGLE-FAMILY RESIDENTIAL NEIGHBORHOOD

MULTI-FAMILY RESIDENTIAL COMPLEX

FLORIDA AVENUE

PHILO ROAD

EXISTING BUILDING

PROPERTY LINE

VACANT RESTAURANT

VACANT SHOE STORE

CARING HANDS ANIMAL HOSPITAL

CENTRUE BANK

CLOSED KIMART

AREA OF PROPOSED HIGHWAY AUTHORITY AGREEMENT WITH THE CITY OF URBANA

UTILITY LEGEND

- Water ————
- Underground Phone ————
- Overhead Electrical ————
- Underground Electrical ————
- Sanitary Sewer ————
- Natural Gas ————
- Storm Sewer ————

NOTE: Utility locations are approximate.

- Tank 1 - 550-gal. used motor oil UST (removed)
- Tank 2 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 3 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 4 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 5 - 550-gal. used motor oil UST (removed-location unknown)



North
Scale 1" = 60'

GEOCON
engineering, inc.

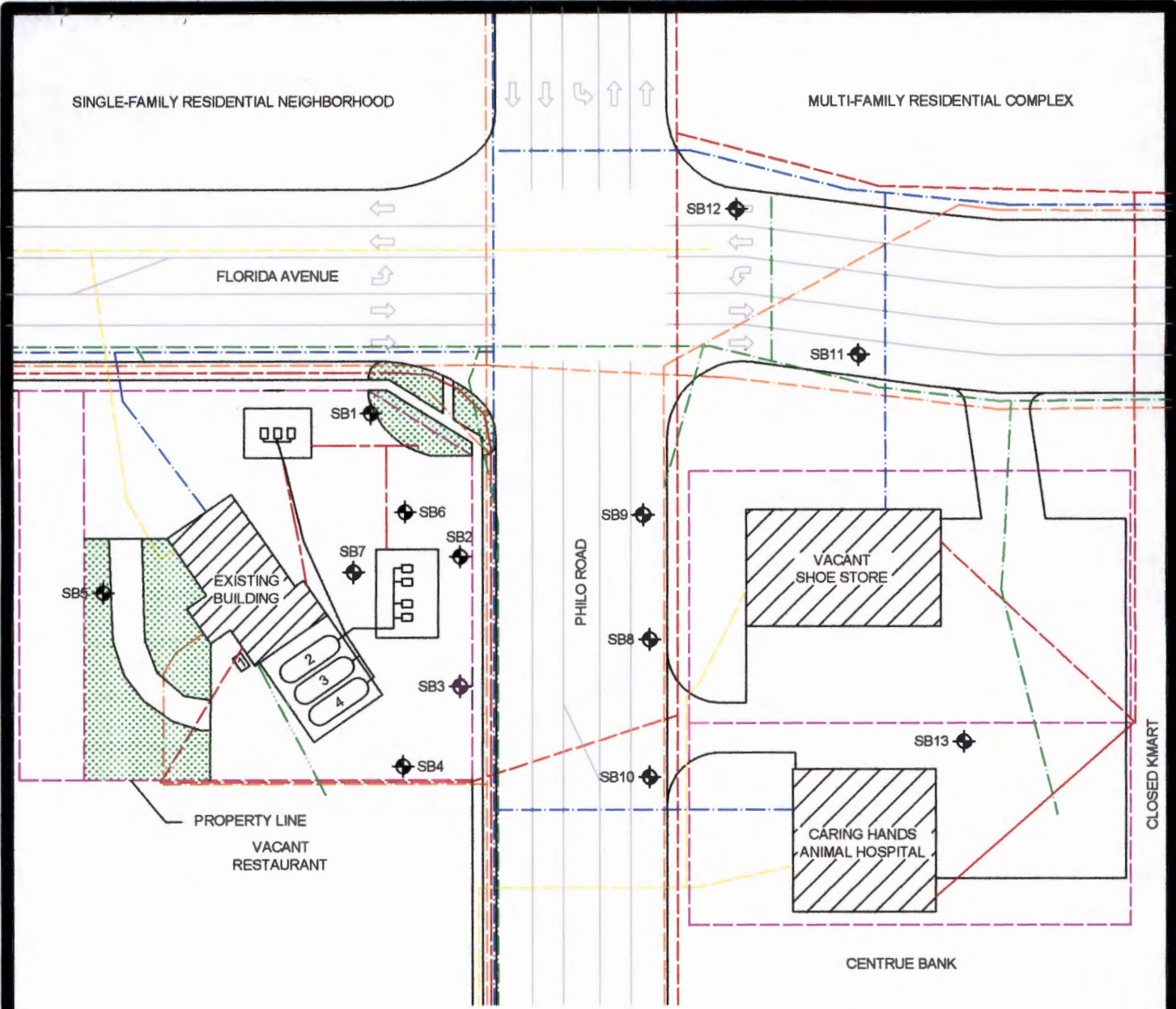
306B Tiffany Court
Champaign, IL 61822

217/403-9990 phone
217/403-1559 fax

FIGURE 4
PROPOSED HIGHWAY AUTHORITY AGREEMENT
AREA LOCATION MAP
Pride Oil, LLC. - 1701 Philo Road
Urbana, Champaign County, Illinois

PROJECT NO.: 41029

DATE: May 2006



UTILITY LEGEND

- Water ————
- Underground Phone ————
- Overhead Electrical ————
- Underground Electrical ————
- Sanitary Sewer ————
- Natural Gas ————
- Storm Sewer ————

NOTE: Utility locations are approximate.

- Tank 1 - 550-gal. used motor oil UST (removed)
- Tank 2 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 3 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 4 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 5 - 550-gal. used motor oil UST (removed-location unknown)

North ↑
Scale 1" = 60'

GEOCON
engineering, inc.

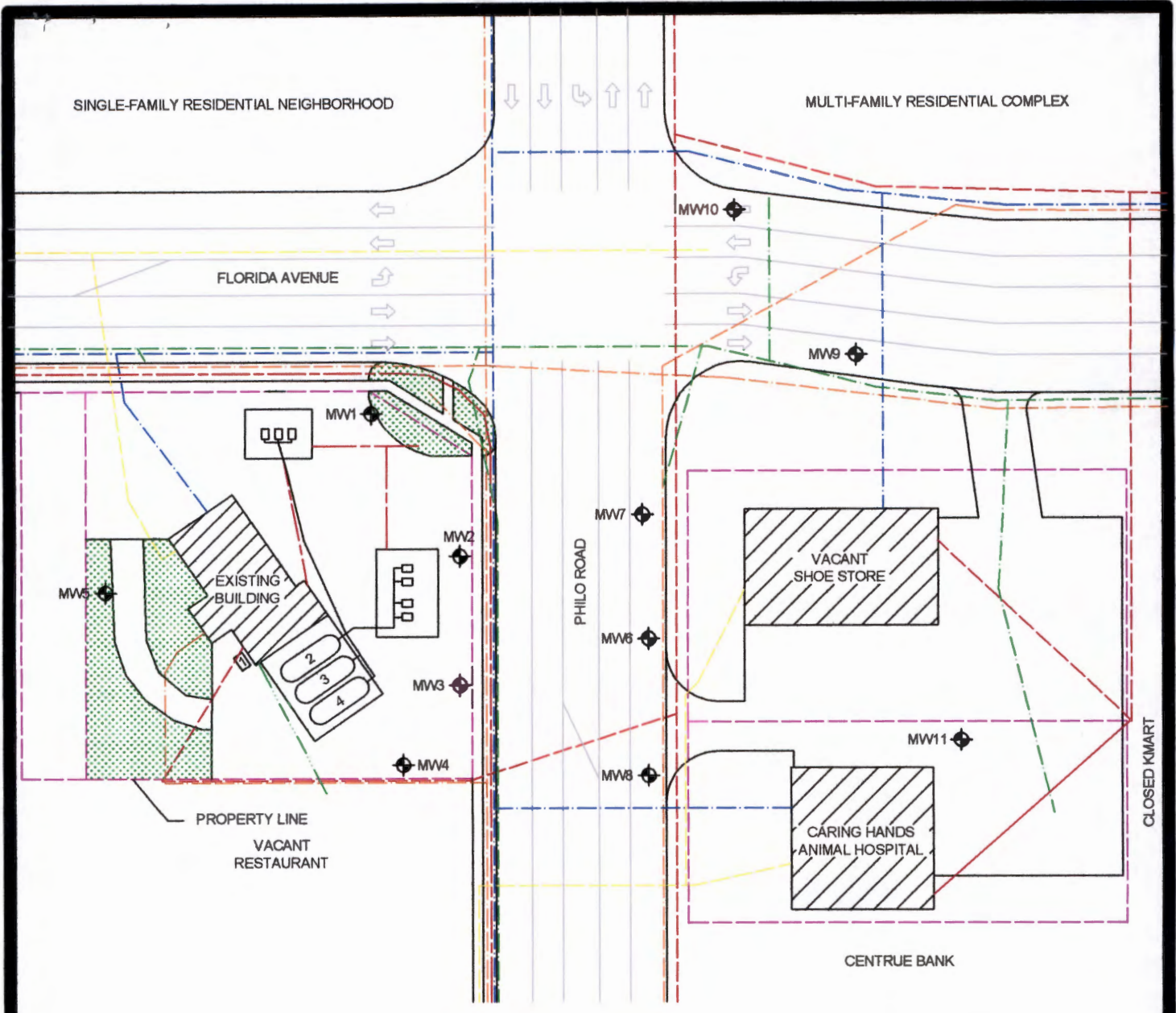
306B Tiffany Court 217/403-9990 phone
Champaign, IL 61822 217/403-1559 fax

FIGURE 5

SOIL BORING LOCATION DIAGRAM
Pride Oil, LLC. - 1701 Philo Road
Urbana, Champaign County, Illinois

PROJECT NO.: 41029

DATE: May 2006



UTILITY LEGEND

- Water ————
- Underground Phone ————
- Overhead Electrical ————
- Underground Electrical ————
- Sanitary Sewer ————
- Natural Gas ————
- Storm Sewer ————

NOTE: Utility locations are approximate.

- Tank 1 - 550-gal. used motor oil UST (removed)
- Tank 2 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 3 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 4 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 5 - 550-gal. used motor oil UST (removed-location unknown)

North ↑
Scale 1" = 60'

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engineering, inc.

306B Tiffany Court
Champaign, IL 61822

217/403-9990 phone
217/403-1559 fax

FIGURE 6
GROUNDWATER MONITORING WELL
LOCATION DIAGRAM
Pride Oil, LLC. - 1701 Philo Road
Urbana, Champaign County, Illinois

PROJECT NO.: 41029

DATE: May 2006

The Agency is authorized to require this information under 415 ILCS 5/4 and 21. Disclosure of this information is required. Failure to do so may result in a civil penalty up to \$25,000.00 for each day the failure continues, a fine up to \$50,000.00 and imprisonment up to five years. This form has been approved by the Forms Management Center.

LUST Incident No.: 20041080	Boring Number: SB8	Page: 1 of 1
Site Name: Pride Oil Company Address: 1701 Philo Road Urbana, Champaign County, Illinois	Boring Location: Boring located to east-northeast of former UST cavity.	Date: Start: 4/14/2005 Finish: 4/14/2005

Sample Number	Sample Device	Sample Recovery (%)	Lithology Symbol	Depth (feet)	Detailed Soil and Rock Description	Natural Moisture Content (%)	Hand Penetrometer Qu	OVA/PID/FID/OVM	Remarks
					10" Concrete PAVEMENT/2" Gravel BASECOURSE				
01	SS	50		5	Brown and Green mottled silty CLAY (CL), with trace sand and gravel, dry	-	1.5	ND	Analytical Sample
02	SS	50			Brown and Green mottled silty CLAY (CL), with trace sand and gravel, dry	-	1.5	ND	
03	SS	50			Brown and Gray mottled silty CLAY (CL), with sand and gravel, moist	-	1.5	ND	
04	SS	100			Brown silty CLAY (CL), with sand and gravel, dry to moist	-	3.0	ND	
05	SS	100			Brown silty CLAY (CL), with sand and gravel, dry to moist	-	3.5	ND	
06	SS	100			Gray silty CLAY (CL), with sand and gravel, dry	-	4.5+	ND	
07	SS	100			Gray silty CLAY (CL), with sand and gravel, dry	-	4.5+	ND	
				15					
				20					
				25					
				30					

Note: Stratification lines are approximate; in-situ transition between soil types may be gradual.

<p>Groundwater Data</p> <p> Depth While Drilling 11</p> <p> Depth After Drilling 8</p>	<p>Auger Depth: 15 feet Rig: Diedrich D-120 HSA Rig</p> <p>Rotary Depth: N/A Geologist: Karl F. Newman, P.G.</p> <p>Driller/Co.: James Lubben/GEOCON Engineering, Inc.</p> <p>Note: Boring completed as groundwater monitoring well MW6.</p>	<p>Illinois Environmental Protection Agency</p>
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The Agency is authorized to require this information under 415 ILCS 5/4 and 21. Disclosure of this information is required. Failure to do so may result in a civil penalty up to \$25,000.00 for each day the failure continues, a fine up to \$50,000.00 and imprisonment up to five years. This form has been approved by the Forms Management Center.

LUST Incident No.: 20041080	Boring Number: SB9	Page: 1 of 1
Site Name: Pride Oil Company Address: 1701 Philo Road Urbana, Champaign County, Illinois	Boring Location: Boring located to northeast of former UST cavity.	Date: Start: 4/14/2005 Finish: 4/14/2005

Sample Number	Sample Device	Sample Recovery (%)	Lithology Symbol	Depth (feet)	Detailed Soil and Rock Description	Natural Moisture Content (%)	Hand Penetrometer Qu	OVAP/ID/FID/OVM	Remarks	
					10" Concrete PAVEMENT/2" Gravel BASECOURSE					
01	SS	33			Brown and Green mottled silty CLAY (CL), with trace sand and gravel, dry	-	1.0	ND	Analytical Sample	
02	SS	100					-	1.5		ND
03	SS	100		5	Brown and Gray mottled silty CLAY (CL), with sand and gravel, moist	-	1.0	ND		
04	SS	100					-	3.0		ND
05	SS	100		10	Brown silty CLAY (CL), with sand and gravel, dry to moist	-	3.5	ND		
06	SS	100					-	4.5+		ND
07	SS	100		15	Gray silty CLAY (CL), with sand and gravel, dry	-	4.5+	ND		
				20						
				25						
				30						

Note: Stratification lines are approximate; in-situ transition between soil types may be gradual.

<p>Groundwater Data</p> <p> Depth While Drilling 11</p> <p> Depth After Drilling 8</p>	<p>Auger Depth: 15 feet Rig: Diedrich D-120 HSA Rig</p> <p>Rotary Depth: N/A Geologist: Karl F. Newman, P.G.</p> <p>Driller/Co.: James Lubben/GEOCON Engineering, Inc.</p> <p>Note: Boring completed as groundwater monitoring well MW7.</p>	<p>Illinois Environmental Protection Agency</p>
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The Agency is authorized to require this information under 415 ILCS 5/4 and 21. Disclosure of this information is required. Failure to do so may result in a civil penalty up to \$25,000.00 for each day the failure continues, a fine up to \$50,000.00 and imprisonment up to five years. This form has been approved by the Forms Management Center.



Illinois Environmental Protection Agency

LUST Well Completion Report

LUST Incident No.: 20041080
 Site Name: Pride Oil, LLC./Urbana, Illinois
 Drilling Contractor: GEOCON Engineering, Inc.
 Driller: James Lubben
 Drilling Method: Hollow Stem Auger (HSA)

Well No.: MW6
 Date Drilling Started: 4/14/2005
 Date Completed: 4/14/2005
 Geologist: Karl F. Newman, P.G.
 Drilling Fluids (type): None

Annular Space Details

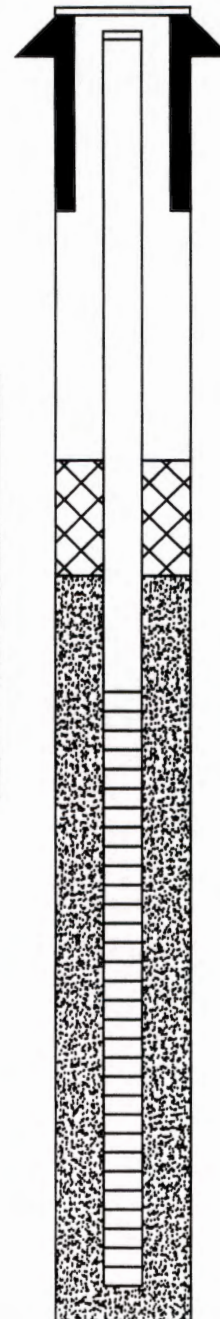
Type of Surface Seal: Sakrete Concrete
 Type of Annular Seal: Bentonite Chips
 Type of Bentonite Seal (Granular, Pellet): Chips
 PureGold - medium
 Type of Sand Pack: Global Filter Pack

Elevations - 0.01 ft.

98.86 Top of Protective Casing
 98.49 Top of Riser Pipe
 98.86 Ground Surface
 98.25 Top of Annular Seal
 -0.37 Casing Stickup

Well Construction Materials

	Stainless Steel Specify Type	PVC Specify Type	Other Specify Type
Riser coupling joint		ASTM F480	
Riser pipe above water table		Schedule 40	
Riser pipe below water table		Schedule 40	
Screen		Schedule 40	
Coupling joint screen to riser		ASTM F480	
Protective casing			Steel



98.25 Top of Seal
 3.76 Total of Seal Interval
 94.49 Top of Sand
 93.49 Top of Screen
 10.00 Total Screen Interval
 83.49 Bottom of Screen
 83.49 Bottom of Borehole

Measurements

to 0.01 ft (where applicable)

Riser pipe length	5.00 ft.
Screen length	10.00 ft.
Screen slot size	0.010 in.
Protective casing length	1.00 ft.
Depth to water	5.07' below TOC
Elevation of water	93.42
Free product thickness	N/A
Gallons removed (developed)	5
Gallons removed (purged)	5
Other	-

Completed by: Karl F. Newman, P.G.

The Agency is authorized to require this information under 415 ILCS 5/4 and 21. Disclosure of this information is required. Failure to do so may result in a civil penalty up to \$25,000.00 for each day the failure continues, a fine up to \$50,000.00 and imprisonment up to five years. This form has been approved by the Forms Management Center.



Illinois Environmental Protection Agency

LUST Well Completion Report

LUST Incident No.: 20041080
 Site Name: Pride Oil, LLC./Urbana, Illinois
 Drilling Contractor: GEOCON Engineering, Inc.
 Driller: James Lubben
 Drilling Method: Hollow Stem Auger (HSA)

Well No.: MW7
 Date Drilling Started: 4/14/2005
 Date Completed: 4/14/2005
 Geologist: Karl F. Newman, P.G.
 Drilling Fluids (type): None

Annular Space Details

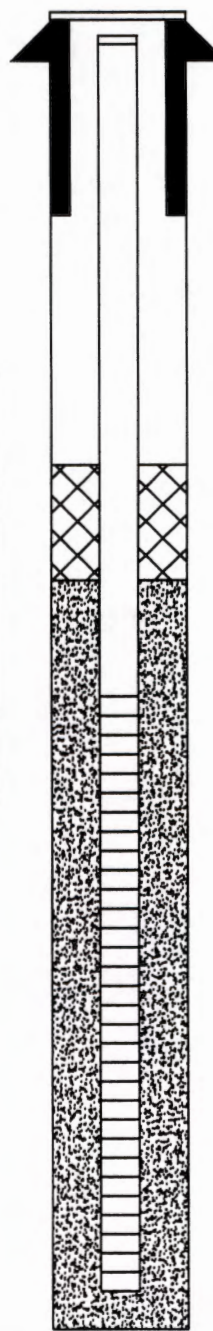
Type of Surface Seal: Sakrete Concrete
 Type of Annular Seal: Bentonite Chips
 Type of Bentonite Seal (Granular, Pellet): Chips
 PureGold - medium
 Type of Sand Pack: Global Filter Pack

Elevations - 0.01 ft.

98.25	Top of Protective Casing
97.90	Top of Riser Pipe
98.25	Ground Surface
97.70	Top of Annular Seal
-0.35	Casing Stickup

Well Construction Materials

	Stainless Steel Specify Type	PVC Specify Type	Other Specify Type
Riser coupling joint		ASTM F480	
Riser pipe above water table		Schedule 40	
Riser pipe below water table		Schedule 40	
Screen		Schedule 40	
Coupling joint screen to riser		ASTM F480	
Protective casing			Steel



97.70	Top of Seal
3.40	Total of Seal Interval
94.30	Top of Sand
93.25	Top of Screen
10.00	Total Screen Interval
83.25	Bottom of Screen
83.25	Bottom of Borehole

Measurements

to 0.01 ft (where applicable)

Riser pipe length	5.00 ft.
Screen length	10.00 ft.
Screen slot size	0.010 in.
Protective casing length	1.00 ft.
Depth to water	5.86' below TOC
Elevation of water	92.04
Free product thickness	N/A
Gallons removed (developed)	5
Gallons removed (purged)	5
Other	-

Completed by: Karl F. Newman, P.G.

The Agency is authorized to require this information under 415 ILCS 5/4 and 21. Disclosure of this information is required. Failure to do so may result in a civil penalty up to \$25,000.00 for each day the failure continues, a fine up to \$50,000.00 and imprisonment up to five years. This form has been approved by the Forms Management Center.



Illinois Environmental Protection Agency

LUST Well Completion Report

LUST Incident No.: 20041080
 Site Name: Pride Oil, LLC./Urbana, Illinois
 Drilling Contractor: GEOCON Engineering, Inc.
 Driller: James Lubben
 Drilling Method: Hollow Stem Auger (HSA)

Well No.: MW8
 Date Drilling Started: 5/27/2005
 Date Completed: 5/27/2005
 Geologist: Karl F. Newman, P.G.
 Drilling Fluids (type): None

Annular Space Details

Type of Surface Seal: Sakrete Concrete
 Type of Annular Seal: Bentonite Chips
 Type of Bentonite Seal (Granular, Pellet): Chips
 PureGold - medium
 Type of Sand Pack: Global Filter Pack

Elevations - 0.01 ft.

99.37 Top of Protective Casing
98.99 Top of Riser Pipe
99.37 Ground Surface
98.66 Top of Annular Seal
-0.38 Casing Stickup

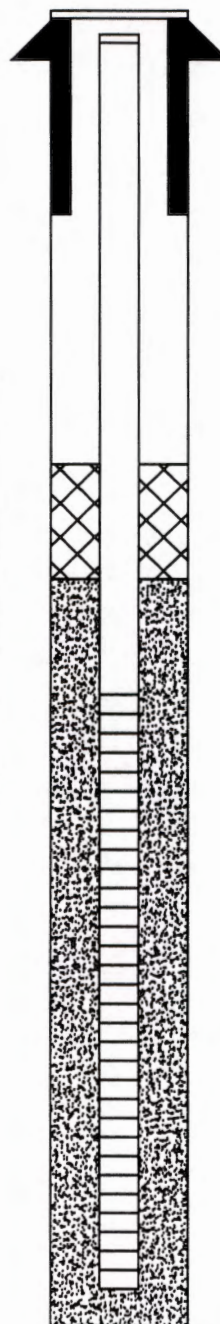
Well Construction Materials

	Stainless Steel Specify Type	PVC Specify Type	Other Specify Type
Riser coupling joint		ASTM F480	
Riser pipe above water table		Schedule 40	
Riser pipe below water table		Schedule 40	
Screen		Schedule 40	
Coupling joint screen to riser		ASTM F480	
Protective casing			Steel

Measurements

to 0.01 ft (where applicable)

Riser pipe length	5.00 ft.
Screen length	10.00 ft.
Screen slot size	0.010 in.
Protective casing length	1.00 ft.
Depth to water	5.63' below TOC
Elevation of water	93.36
Free product thickness	N/A
Gallons removed (developed)	5
Gallons removed (purged)	5
Other	-



98.66 Top of Seal
3.29 Total of Seal Interval
95.37 Top of Sand
94.37 Top of Screen

10.00 Total Screen Interval

84.37 Bottom of Screen
84.37 Bottom of Borehole

Completed by: Karl F. Newman, P.G.

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Illinois Environmental Protection Agency

LUST Well Completion Report

LUST Incident No.: 20041080
 Site Name: Pride Oil, LLC./Urbana, Illinois
 Drilling Contractor: GEOCON Engineering, Inc.
 Driller: James Lubben
 Drilling Method: Hollow Stem Auger (HSA)

Well No.: MW9
 Date Drilling Started: 5/27/2005
 Date Completed: 5/27/2005
 Geologist: Karl F. Newman, P.G.
 Drilling Fluids (type): None

Annular Space Details

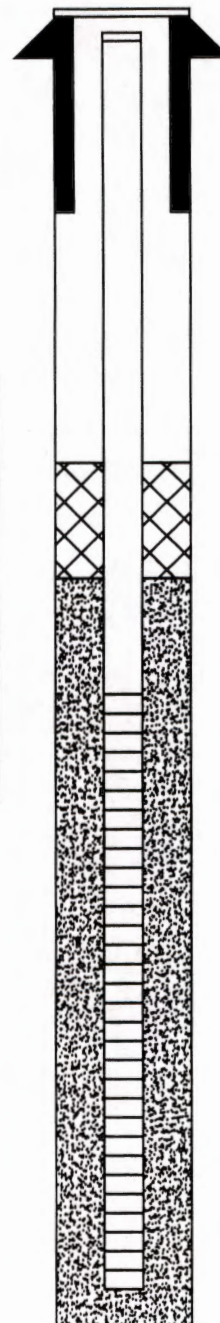
Type of Surface Seal: Sakrete Concrete
 Type of Annular Seal: Bentonite Chips
 Type of Bentonite Seal (Granular, Pellet): Chips
 PureGold - medium
 Type of Sand Pack: Global Filter Pack

Elevations - 0.01 ft.

96.01 Top of Protective Casing
95.67 Top of Riser Pipe
96.01 Ground Surface
95.34 Top of Annular Seal
-0.34 Casing Stickup

Well Construction Materials

	Stainless Steel Specify Type	PVC Specify Type	Other Specify Type
Riser coupling joint		ASTM F480	
Riser pipe above water table		Schedule 40	
Riser pipe below water table		Schedule 40	
Screen		Schedule 40	
Coupling joint screen to riser		ASTM F480	
Protective casing			Steel



95.34 Top of Seal
3.23 Total of Seal Interval
92.11 Top of Sand
91.01 Top of Screen
10.00 Total Screen Interval
81.01 Bottom of Screen
81.01 Bottom of Borehole

Measurements

to 0.01 ft (where applicable)

Riser pipe length	5.00 ft.
Screen length	10.00 ft.
Screen slot size	0.010 in.
Protective casing length	1.00 ft.
Depth to water	5.35' below TOC
Elevation of water	90.32
Free product thickness	N/A
Gallons removed (developed)	5
Gallons removed (purged)	5
Other	-

Completed by: Karl F. Newman, P.G.

The Agency is authorized to require this information under 415 ILCS 5/4 and 21. Disclosure of this information is required. Failure to do so may result in a civil penalty up to \$25,000.00 for each day the failure continues, a fine up to \$50,000.00 and imprisonment up to five years. This form has been approved by the Forms Management Center.



Illinois Environmental Protection Agency

LUST Well Completion Report

LUST Incident No.: 20041080
 Site Name: Pride Oil, LLC./Urbana, Illinois
 Drilling Contractor: GEOCON Engineering, Inc.
 Driller: James Lubben
 Drilling Method: Hollow Stem Auger (HSA)

Well No.: MW10
 Date Drilling Started: 5/27/2005
 Date Completed: 5/27/2005
 Geologist: Karl F. Newman, P.G.
 Drilling Fluids (type): None

Annular Space Details

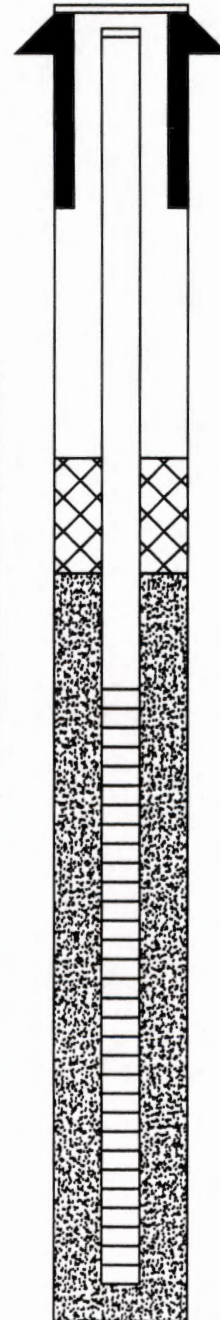
Type of Surface Seal: Sakrete Concrete
 Type of Annular Seal: Bentonite Chips
 Type of Bentonite Seal (Granular, Pellet): Chips
 PureGold - medium
 Type of Sand Pack: Global Filter Pack

Elevations - 0.01 ft.

96.00 Top of Protective Casing
 95.71 Top of Riser Pipe
 96.00 Ground Surface
 95.48 Top of Annular Seal
 -0.29 Casing Stickup

Well Construction Materials

	Stainless Steel Specify Type	PVC Specify Type	Other Specify Type
Riser coupling joint		ASTM F480	
Riser pipe above water table		Schedule 40	
Riser pipe below water table		Schedule 40	
Screen		Schedule 40	
Coupling joint screen to riser		ASTM F480	
Protective casing			Steel



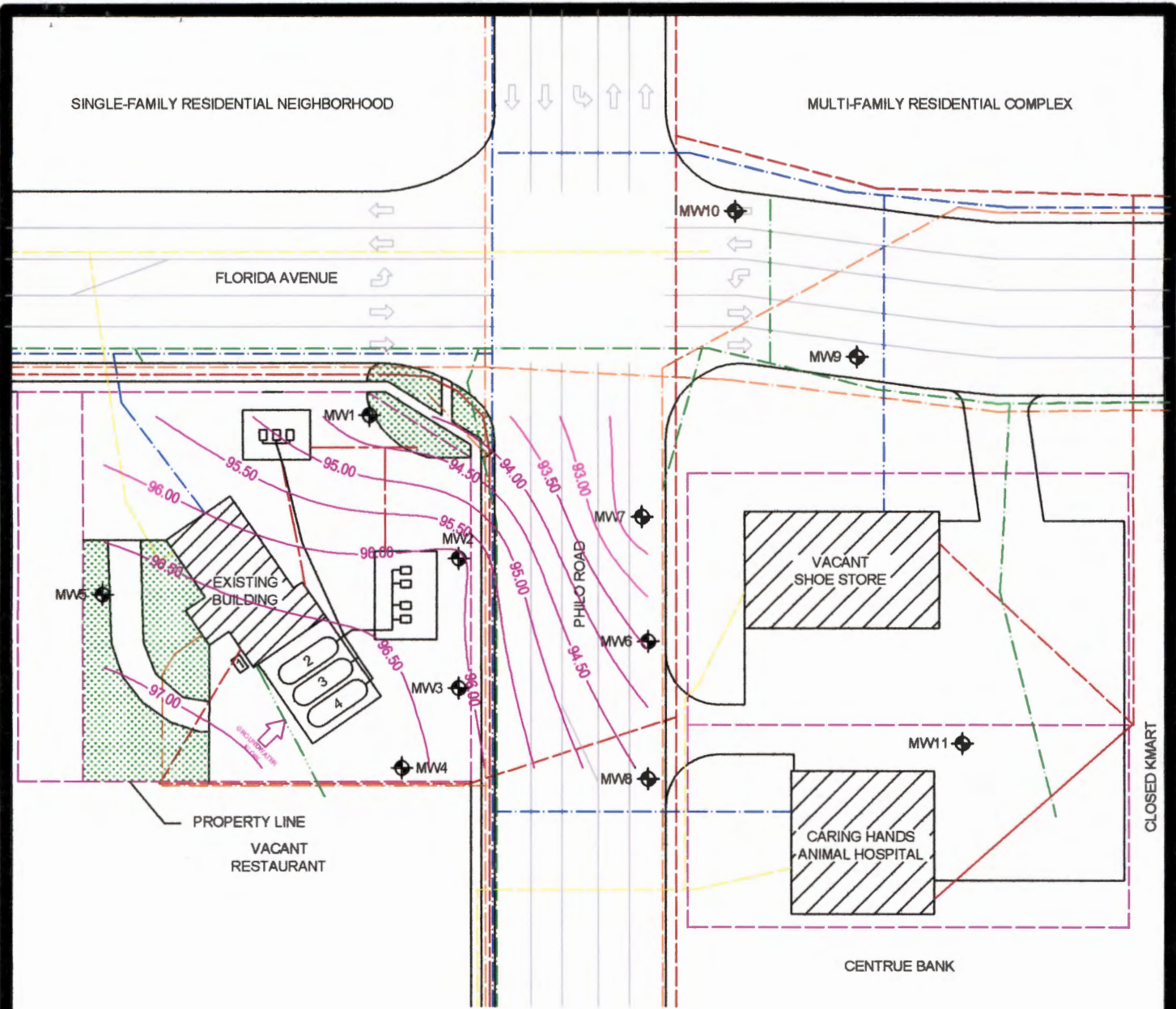
95.48 Top of Seal
 3.43 Total of Seal Interval
 92.05 Top of Sand
 91.00 Top of Screen
 10.00 Total Screen Interval
 81.00 Bottom of Screen
 81.00 Bottom of Borehole

Measurements

to 0.01 ft (where applicable)

Riser pipe length	5.00 ft.
Screen length	10.00 ft.
Screen slot size	0.010 in.
Protective casing length	1.00 ft.
Depth to water	8.98' below TOC
Elevation of water	86.73
Free product thickness	N/A
Gallons removed (developed)	5
Gallons removed (purged)	5
Other	-

Completed by: Karl F. Newman, P.G.



UTILITY LEGEND

- Water ————
- Underground Phone ————
- Overhead Electrical ————
- Underground Electrical ————
- Sanitary Sewer ————
- Natural Gas ————
- Storm Sewer ————

NOTE: Utility locations are approximate.

— 97.25 — GROUNDWATER SURFACE CONTOUR

- Tank 1 - 550-gal. used motor oil UST (removed)
- Tank 2 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 3 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 4 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 5 - 550-gal. used motor oil UST (removed-location unknown)

North ↑
Scale 1" = 60'

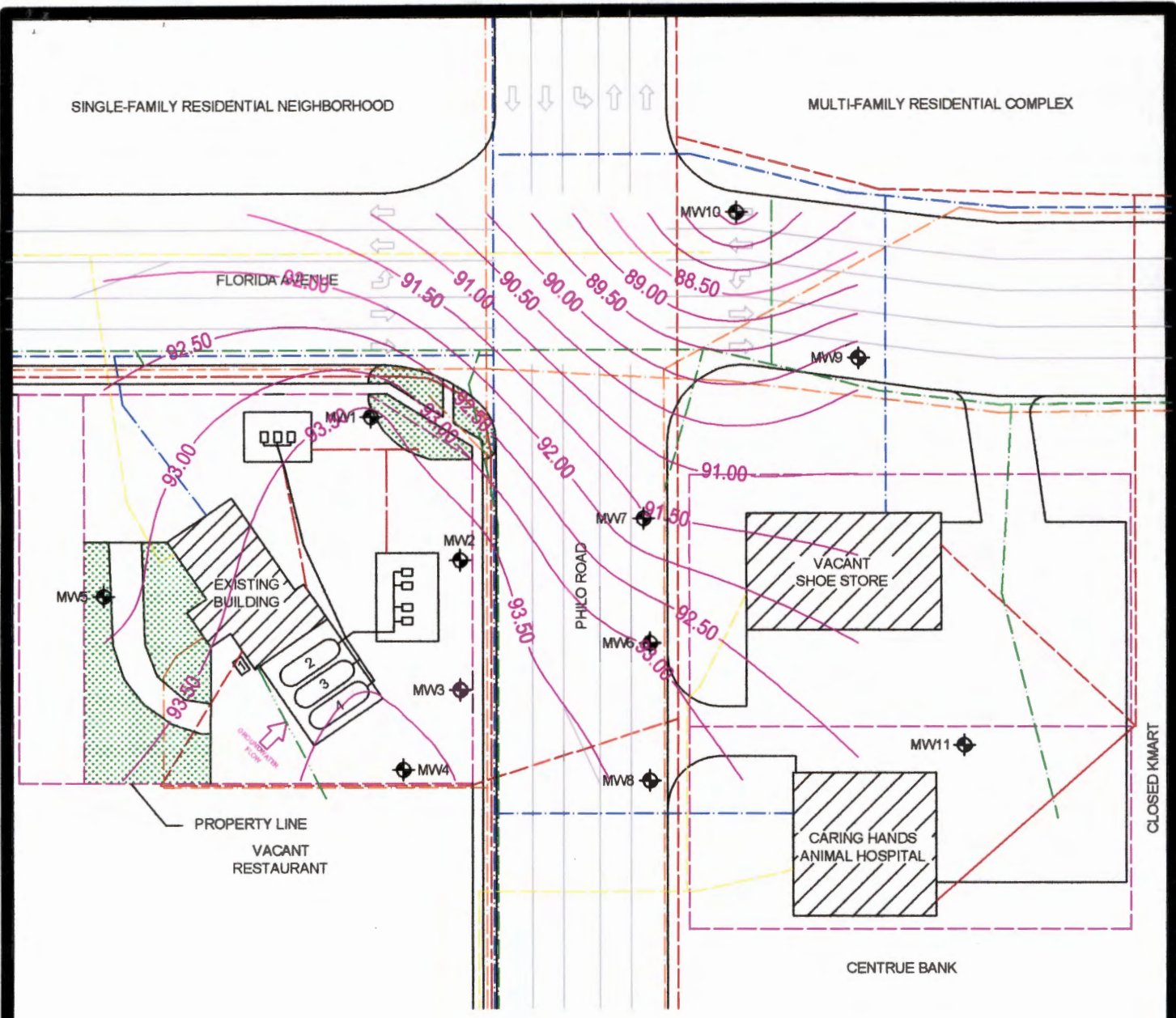
GEOCON
engineering, inc.

306B Tiffany Court 217/403-9990 phone
Champaign, IL 61822 217/403-1559 fax

FIGURE 7
GROUNDWATER SURFACE
CONTOUR MAP ON 4-18-05
Pride Oil, LLC. - 1701 Philo Road
Urbana, Champaign County, Illinois

PROJECT NO.: 41029

DATE: May 2006



UTILITY LEGEND

- Water ————
- Underground Phone ————
- Overhead Electrical ————
- Underground Electrical ————
- Sanitary Sewer ————
- Natural Gas ————
- Storm Sewer ————

NOTE: Utility locations are approximate.

— 97.25 — GROUNDWATER SURFACE CONTOUR

- Tank 1 - 550-gal. used motor oil UST (removed)
- Tank 2 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 3 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 4 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 5 - 550-gal. used motor oil UST (removed-location unknown)

North
Scale 1" = 60'

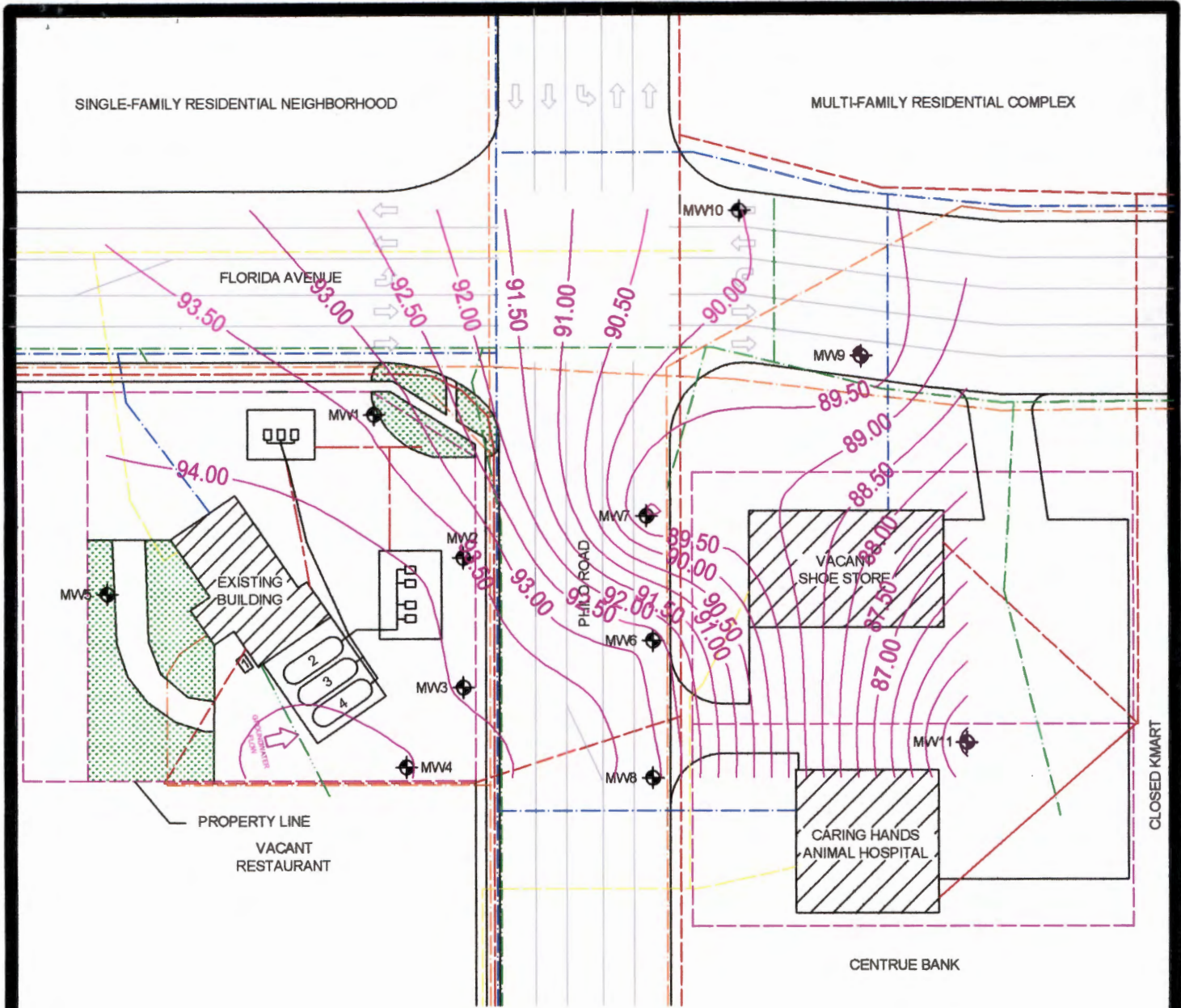
GEOCON
engineering, inc.

306B Tiffany Court 217/403-9990 phone
Champaign, IL 61822 217/403-1559 fax

FIGURE 8
GROUNDWATER SURFACE
CONTOUR MAP ON 6-9-05
Pride Oil, LLC. - 1701 Philo Road
Urbana, Champaign County, Illinois

PROJECT NO.: 41029

DATE: May 2006



UTILITY LEGEND

- Water ————
- Underground Phone ————
- Overhead Electrical ————
- Underground Electrical ————
- Sanitary Sewer ————
- Natural Gas ————
- Storm Sewer ————

NOTE: Utility locations are approximate.

—97.25— GROUNDWATER SURFACE CONTOUR

- Tank 1 - 550-gal. used motor oil UST (removed)
- Tank 2 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 3 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 4 - 8,000-gal. unleaded gasoline UST (removed 10/5/04)
- Tank 5 - 550-gal. used motor oil UST (removed-location unknown)

North
Scale 1" = 60'

GEOCON
engineering, inc.

308B Tiffany Court
Champaign, IL 61822

217/403-9990 phone
217/403-1559 fax

FIGURE 9
GROUNDWATER SURFACE
CONTOUR MAP ON 9-6-05
Pride Oil, LLC. - 1701 Philo Road
Urbana, Champaign County, Illinois

PROJECT NO.: 41029

DATE: May 2006

Exhibit B: Analytical Tables

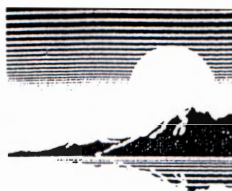
TABLE 1: SUMMARY OF SOIL SAMPLE ANALYTICAL TESTING

SITE: Pride Oil, LLC. 1701 Philo Road Urbana, Champaign County, Illinois IEMA#: 20041080		LABORATORY: MATRIX:				FIRST SOIL:	
ANALYTE		SAMPLE ID					
ITEM #		SB8	SB9	SB10	SB11	SB12	
	DATE	4/14/2005	4/14/2005	5/27/2005	5/27/2005	5/27/2005	
	DEPTH	7' - 9'	7' - 9'	5' - 7'	5' - 7'	5' - 7'	
	PID	N.D.	N.D.	N.D.	N.D.	N.D.	
BETX and MTBE							
1	BENZENE	<0.0020	0.0829	<0.0020	<0.0020	<0.0020	
2	ETHYLBENZENE	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	
3	TOLUENE	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	
4	XYLENES (TOTAL)	<0.0050	0.0110	<0.0050	<0.0050	<0.0050	
5	METHYL TERTIARY BUTYL ETHER	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	
NOTES: ALL RESULTS ARE EXPRESSED IN MILLIGRAMS PER KILOGRAM (mg/kg) CONCENTRATIONS. SAMPLE RESULTS ARE COMPARED TO TIER 1 SOIL REMEDIATION OBJECTIVES (ROs) LISTED IN TABLE 2. PID - PHOTOIONIZATION DETECTOR SCREENING VALUE IN PARTS PER MILLION (ppm). N.D. - NON-DETECTABLE PID SCREENING VALUE. [Yellow Box] INDICATES PARAMETER EXCEEDS TIER 1 ROs.							

TABLE 2: TIER 1 SOIL REMEDIATION OBJECTIVES

SITE: Pride Oil, Urbana 1701 Philo Road Urbana, Champaign County, Illinois IEMA#: 20041080									
ANALYTE		SOIL COMPONENT OF GROUNDWATER INGESTION EXPOSURE PATHWAY		INGESTION EXPOSURE PATHWAY			INHALATION EXPOSURE PATHWAY		
		CLASS I GROUNDWATER SETTING	CLASS II GROUNDWATER SETTING	RESIDENTIAL	INDUSTRIAL/ COMMERCIAL	CONSTRUCTION WORKER	RESIDENTIAL	INDUSTRIAL/ COMMERCIAL	CONSTRUCTION WORKER
ITEM #	BETX and MTBE								
1	BENZENE	0.03	0.17	12	100	2,300	0.8	1.6	2.2
2	ETHYLBENZENE	13	19	7,800	200,000	20,000	400	400	58
3	TOLUENE	12	29	16,000	410,000	410,000	650	650	42
4	XYLENE(S)	150	150	160,000	1,000,000	410,000	320	320	320
5	METHYL TERTIARY-BUTYL ETHER	0.32	0.32	780	20,000	2,000	8,800	8,800	140

NOTE:
ALL REMEDIATION OBJECTIVES ARE EXPRESSED IN MILLIGRAMS PER KILOGRAM (mg/kg) CONCENTRATIONS.



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IL ELAP / NELAC Accreditation # 100292

Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)

Project ID: 41029/Urbana, IL

Sample ID: SB8

Sample No: 5-0290-001

Date Collected: 04/14/05

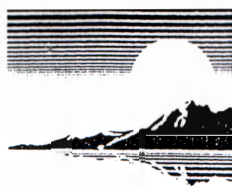
Time Collected: 9:01

Date Received: 04/19/05

Date Reported: 04/26/05

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total				
Analysis Date: 04/19/05				
Total Solids	87.48		%	
BTEX Method 5035A/8260B				
Analysis Date: 04/21/05				
Benzene	< 2.0	2.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	



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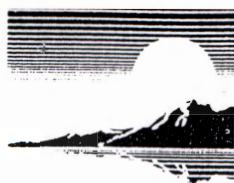
Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)
Project ID: 41029/Urbana, IL
Sample ID: SB9
Sample No: 5-0290-002

Date Collected: 04/14/05
Time Collected: 10:49
Date Received: 04/19/05
Date Reported: 04/26/05

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total				
Analysis Date: 04/19/05				
Total Solids	86.71		%	
BTEX Method 5035A/8260B				
Analysis Date: 04/21/05				
Benzene	82.9	2.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
Xylene, Total	11.0	5.0	ug/kg	



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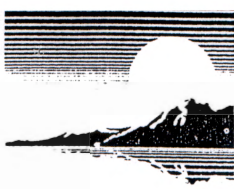
Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)
Project ID: 41029/Urbana, Illinois
Sample ID: SB10
Sample No: 5-1185-001

Date Collected: 05/27/05
Time Collected: 9:02
Date Received: 06/01/05
Date Reported: 06/07/05

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total				
Analysis Date: 06/01/05	Method: 160.3			
Total Solids	84.59		%	
BTEX Organic Compounds				
Analysis Date: 06/06/05	Method: 5035A/8260B			
Benzene	< 2.0	2.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	



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Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)
Project ID: 41029/Urbana, Illinois
Sample ID: SB11
Sample No: 5-1185-002

Date Collected: 05/27/05
Time Collected: 11:31
Date Received: 06/01/05
Date Reported: 06/07/05

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total	Method: 160.3			
Analysis Date: 06/01/05				
Total Solids	84.02		%	
BTEX Organic Compounds	Method: 5035A/8260B			
Analysis Date: 06/06/05				
Benzene	< 2.0	2.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	



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IL ELAP / NELAC Accreditation # 100292

Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)
Project ID: 41029/Urbana, Illinois
Sample ID: SB12
Sample No: 5-1185-003

Date Collected: 05/27/05
Time Collected: 13:52
Date Received: 06/01/05
Date Reported: 06/07/05

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total	Method: 160.3			
Analysis Date: 06/01/05				
Total Solids	87.52		%	
BTEX Organic Compounds	Method: 5035A/8260B			
Analysis Date: 06/06/05				
Benzene	< 2.0	2.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	

TABLE 3: SUMMARY OF APRIL 2005 GROUNDWATER SAMPLE ANALYTICAL TESTING

SITE: Pride Oil, Urbana 1701 Philo Road Urbana, Champaign County, Illinois IEMA#: 20041080		LABORATORY: MATRIX:		FIRST WATER	
ANALYTE		SAMPLE ID			
ITEM #		MW6	MW7		
	DATE	4/18/2005	4/18/2005		
	BETX and MTBE				
1	BENZENE	0.0053	0.0721		
2	ETHYLBENZENE	<0.0050	<0.0050		
3	TOLUENE	<0.0050	<0.0050		
4	XYLENES (TOTAL)	<0.0050	<0.0050		
5	METHYL TERTIARY BUTYL ETHER	0.0124	0.173		

NOTES:
 ALL RESULTS ARE EXPRESSED IN MILLIGRAMS PER LITER (mg/l) CONCENTRATIONS.
 SAMPLE RESULTS ARE COMPARED TO TIER 1 GROUNDWATER REMEDIATION OBJECTIVES (ROs) LISTED IN TABLE 6.
 INDICATES PARAMETER EXCEEDS TIER 1 ROs.

TABLE 4: SUMMARY OF JUNE 2005 GROUNDWATER SAMPLE ANALYTICAL TESTING

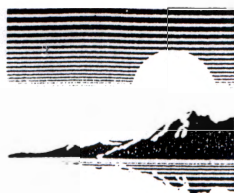
SITE: Pride Oil, Urbana 1701 Philo Road Urbana, Champaign County, Illinois IEMA#: 20041080		LABORATORY: MATRIX:				FIRST WATER	
ANALYTE		SAMPLE ID					
ITEM #		MW6	MW7	MW8	MW9	MW10	
	DATE	6/9/2005	6/9/2005	6/9/2005	6/9/2005	6/9/2005	
	BETX and MTBE						
1	BENZENE	0.0101	0.5530	<0.0050	<0.0050	<0.0050	
2	ETHYLBENZENE	0.0053	<0.0050	<0.0050	<0.0050	<0.0050	
3	TOLUENE	<0.0050	0.0074	<0.0050	<0.0050	<0.0050	
4	XYLENES (TOTAL)	<0.0050	0.0154	<0.0050	<0.0050	<0.0050	
5	METHYL TERTIARY BUTYL ETHER	0.0086	0.162	<0.0050	0.0100	<0.0050	
NOTES: ALL RESULTS ARE EXPRESSED IN MILLIGRAMS PER LITER (mg/l) CONCENTRATIONS. SAMPLE RESULTS ARE COMPARED TO TIER 1 GROUNDWATER REMEDIATION OBJECTIVES (ROs) LISTED IN TABLE 6. INDICATES PARAMETER EXCEEDS TIER 1 ROs.							

TABLE 6: SUMMARY OF SEPTEMBER 2005 GROUNDWATER SAMPLE ANALYTICAL TESTING

SITE: Pride Oil, Urbana 1701 Philo Road Urbana, Champaign County, Illinois IEMA#: 20041080		LABORATORY: MATRIX:				FIRST WATER	
ANALYTE		SAMPLE ID					
ITEM #		MW6	MW7	MW8	MW9	MW10	
	DATE	9/6/2005	9/6/2005	9/6/2005	9/6/2005	9/6/2005	
	BETX and MTBE						
1	BENZENE	0.0158	0.6640	<0.0050	<0.0050	<0.0050	
2	ETHYLBENZENE	<0.0050	0.0052	<0.0050	<0.0050	<0.0050	
3	TOLUENE	<0.0050	0.0075	<0.0050	<0.0050	<0.0050	
4	XYLENES (TOTAL)	<0.0050	0.0142	<0.0050	<0.0050	<0.0050	
5	METHYL TERTIARY BUTYL ETHER	0.0085	0.179	<0.0050	0.0073	<0.0050	
NOTES: ALL RESULTS ARE EXPRESSED IN MILLIGRAMS PER LITER (mg/l) CONCENTRATIONS. SAMPLE RESULTS ARE COMPARED TO TIER 1 GROUNDWATER REMEDIATION OBJECTIVES (ROs) LISTED IN TABLE 6. INDICATES PARAMETER EXCEEDS TIER 1 ROs.							

TABLE 6: TIER 1 GROUNDWATER REMEDIATION OBJECTIVES

SITE: Pride Oil, Urbana 1701 Philo Road Urbana, Champaign County, Illinois IEMA#: 20041080			
ANALYTE		TIER 1 GROUNDWATER REMEDIATION OBJECTIVES	
		GROUNDWATER COMPONENT OF GROUNDWATER INGESTION	
		CLASS I GROUNDWATER SETTING	CLASS II GROUNDWATER SETTING
ITEM #	BETX and MTBE		
1	BENZENE	0.005	0.025
2	ETHYLBENZENE	0.7	1.0
3	TOLUENE	1.0	2.5
4	XYLENE(S)	10.0	10.0
5	METHYL TERTIARY-BUTYL ETHER	0.07	0.07
NOTE: ALL REMEDIATION OBJECTIVES ARE EXPRESSED IN MILLIGRAMS PER LITER (mg/L) CONCENTRATIONS.			



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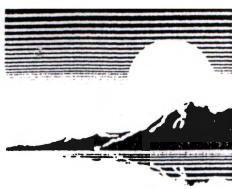
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Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)
Project ID: 41029/Urbana, IL
Sample ID: MW6
Sample No: 5-0290-008

Date Collected: 04/18/05
Time Collected: 9:30
Date Received: 04/19/05
Date Reported: 04/26/05

Analyte	Result	R.L.	Units	Flags
BTEX Method 5030B/8260B				
Analysis Date: 04/21/05				
Benzene	5.3	5.0	ug/L	
Ethylbenzene	< 5.0	5.0	ug/L	
Methyl-tert-butylether (MTBE)	12.4	5.0	ug/L	
Toluene	< 5.0	5.0	ug/L	
Xylene, Total	< 5.0	5.0	ug/L	



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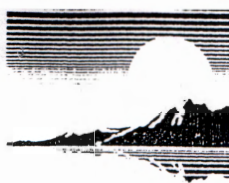
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Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)
Project ID: 41029/Urbana, IL
Sample ID: MW7
Sample No: 5-0290-009

Date Collected: 04/18/05
Time Collected: 10:45
Date Received: 04/19/05
Date Reported: 04/26/05

Analyte	Result	R.L.	Units	Flags
BTEX Method 5030B/8260B				
Analysis Date: 04/21/05				
Benzene	72.1	5.0	ug/L	
Ethylbenzene	< 5.0	5.0	ug/L	
Methyl-tert-butylether (MTBE)	173	5.0	ug/L	
Toluene	< 5.0	5.0	ug/L	
Xylene, Total	< 5.0	5.0	ug/L	



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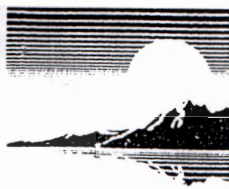
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Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)
Project ID: 41029/Urbana, Illinois
Sample ID: MW 6
Sample No: 5-1375-006

Date Collected: 06/09/05
Time Collected: 12:30
Date Received: 06/10/05
Date Reported: 06/17/05

Analyte	Result	R.L.	Units	Flags
BTEX Organic Compounds	Method: 5030B/8260B			
Analysis Date: 06/15/05				
Benzene	10.1	5.0	ug/L	
Ethylbenzene	5.3	5.0	ug/L	
Methyl-tert-butylether (MTBE)	8.6	5.0	ug/L	
Toluene	< 5.0	5.0	ug/L	
Xylene, Total	< 5.0	5.0	ug/L	



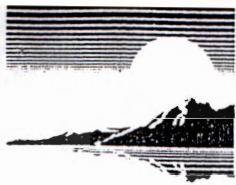
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Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)
Project ID: 41029/Urbana, Illinois
Sample ID: MW 7
Sample No: 5-1375-007

Date Collected: 06/09/05
Time Collected: 13:15
Date Received: 06/10/05
Date Reported: 06/17/05

Analyte	Result	R.L.	Units	Flags
BTEX Organic Compounds	Method: 5030B/8260B			
Analysis Date: 06/15/05				
Benzene	553	5.0	ug/L	
Ethylbenzene	< 5.0	5.0	ug/L	
Methyl-tert-butylether (MTBE)	162	5.0	ug/L	
Toluene	7.4	5.0	ug/L	
Xylene, Total	15.4	5.0	ug/L	



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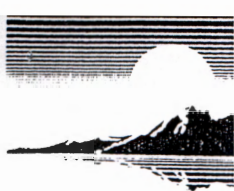
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Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)
Project ID: 41029/Urbana, Illinois
Sample ID: MW 8
Sample No: 5-1375-008

Date Collected: 06/09/05
Time Collected: 11:00
Date Received: 06/10/05
Date Reported: 06/17/05

Analyte	Result	R.L.	Units	Flags
BTEX Organic Compounds	Method: 5030B/8260B			
Analysis Date: 06/15/05				
Benzene	< 5.0	5.0	ug/L	
Ethylbenzene	< 5.0	5.0	ug/L	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/L	
Toluene	< 5.0	5.0	ug/L	
Xylene, Total	< 5.0	5.0	ug/L	



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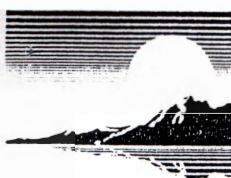
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Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)
Project ID: 41029/Urbana, Illinois
Sample ID: MW 9
Sample No: 5-1375-009

Date Collected: 06/09/05
Time Collected: 11:45
Date Received: 06/10/05
Date Reported: 06/17/05

Analyte	Result	R.L.	Units	Flags
BTEX Organic Compounds	Method: 5030B/8260B			
Analysis Date: 06/15/05				
Benzene	< 5.0	5.0	ug/L	
Ethylbenzene	< 5.0	5.0	ug/L	
Methyl-tert-butylether (MTBE)	10.0	5.0	ug/L	
Toluene	< 5.0	5.0	ug/L	
Xylene, Total	< 5.0	5.0	ug/L	



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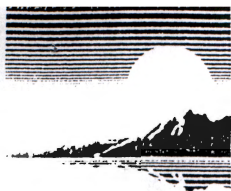
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Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)
Project ID: 41029/Urbana, Illinois
Sample ID: MW 10
Sample No: 5-1375-010

Date Collected: 06/09/05
Time Collected: 7:15
Date Received: 06/10/05
Date Reported: 06/17/05

Analyte	Result	R.L.	Units	Flags
BTEX Organic Compounds	Method: 5030B/8260B			
Analysis Date: 06/15/05				
Benzene	< 5.0	5.0	ug/L	
Ethylbenzene	< 5.0	5.0	ug/L	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/L	
Toluene	< 5.0	5.0	ug/L	
Xylene, Total	< 5.0	5.0	ug/L	



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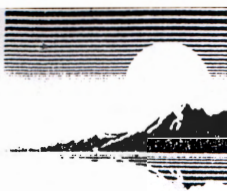
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Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)
Project ID: 41029/Urbana IL
Sample ID: MW6
Sample No: 5-2886-006

Date Collected: 09/06/05
Time Collected: 11:45
Date Received: 09/07/05
Date Reported: 09/14/05

Analyte	Result	R.L.	Units	Flags
BTEX Organic Compounds	Method: 5030B/8260B			
Analysis Date: 09/12/05				
Benzene	15.8	5.0	ug/L	
Ethylbenzene	< 5.0	5.0	ug/L	
Methyl-tert-butylether (MTBE)	8.5	5.0	ug/L	
Toluene	< 5.0	5.0	ug/L	
Xylene, Total	< 5.0	5.0	ug/L	



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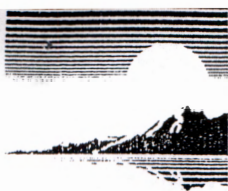
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Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)
Project ID: 41029/Urbana IL
Sample ID: MW7
Sample No: 5-2886-007

Date Collected: 09/06/05
Time Collected: 12:30
Date Received: 09/07/05
Date Reported: 09/14/05

Analyte	Result	R.L.	Units	Flags
BTEX Organic Compounds	Method: 5030B/8260B			
Analysis Date: 09/13/05				
Benzene	664	5.0	ug/L	
Ethylbenzene	5.2	5.0	ug/L	
Methyl-tert-butylether (MTBE)	179	5.0	ug/L	
Toluene	7.5	5.0	ug/L	
Xylene, Total	14.2	5.0	ug/L	



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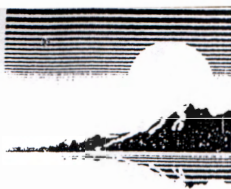
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Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)
Project ID: 41029/Urbana IL
Sample ID: MW8
Sample No: 5-2886-008

Date Collected: 09/06/05
Time Collected: 13:15
Date Received: 09/07/05
Date Reported: 09/14/05

Analyte	Result	R.L.	Units	Flags
BTEX Organic Compounds	Method: 5030B/8260B			
Analysis Date: 09/12/05				
Benzene	< 5.0	5.0	ug/L	
Ethylbenzene	< 5.0	5.0	ug/L	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/L	
Toluene	< 5.0	5.0	ug/L	
Xylene, Total	< 5.0	5.0	ug/L	



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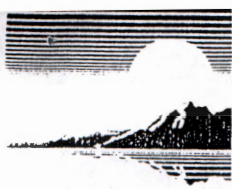
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Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)
Project ID: 41029/Urbana IL
Sample ID: MW9
Sample No: 5-2886-009

Date Collected: 09/06/05
Time Collected: 14:00
Date Received: 09/07/05
Date Reported: 09/14/05

Analyte	Result	R.L.	Units	Flags
BTEX Organic Compounds	Method: 5030B/8260B			
Analysis Date: 09/12/05				
Benzene	< 5.0	5.0	ug/L	
Ethylbenzene	< 5.0	5.0	ug/L	
Methyl-tert-butylether (MTBE)	7.3	5.0	ug/L	
Toluene	< 5.0	5.0	ug/L	
Xylene, Total	< 5.0	5.0	ug/L	



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Analytical Report

Client: GEOCON ENGINEERING, INC. (CMPGN)
Project ID: 41029/Urbana IL
Sample ID: MW10
Sample No: 5-2886-010

Date Collected: 09/06/05
Time Collected: 14:45
Date Received: 09/07/05
Date Reported: 09/14/05

Analyte	Result	R.L.	Units	Flags
BTEX Organic Compounds	Method: 5030B/8260B			
Analysis Date: 09/12/05				
Benzene	< 5.0	5.0	ug/L	
Ethylbenzene	< 5.0	5.0	ug/L	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/L	
Toluene	< 5.0	5.0	ug/L	
Xylene, Total	< 5.0	5.0	ug/L	