

EXHIBIT D

**ENVIRONMENTAL CONDITIONS FOR LEASES
AT SITES WITH IDENTIFIED CONTAMINATION**

For purposes of this Exhibit D:

“AIS” means the City’s Department of Fleet and Facility Management.

“Licensee” means the “Tenant.”

“Property” means the “Premises.”

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Notice of Contamination

Contamination has been identified at the Property above Illinois Environmental Protection Agency (IEPA) Soil Remediation Objectives (SROs). In addition, urban fill is typically present throughout the entire City of Chicago and therefore may be present at the Property. Typical urban fill materials contain elevated concentrations of polynuclear aromatic hydrocarbons and heavy metals and may include building demolition debris contaminated with lead and/or asbestos. Therefore, an engineered barrier is required over the contaminated soil. The engineered barrier must be compliant with IEPA regulations including those outlined in 35 Ill. Adm. Code Part 742.1105 (IEPA Tiered Approach to Corrective Action Objectives). Examples of IEPA-compliant engineered barriers include asphalt or concrete; or three feet of "clean fill" (see Section 3 below). Additionally, IEPA has approved a barrier consisting of 18 inches of "clean fill" underlain by a geotextile fabric for exceedances of the ingestion SROs. The clean fill must be soil or certified virgin crushed stone; materials such as woodchips or mulch are not permitted. AIS must review and approve the engineered barrier plan prior to construction. AIS will also require submission of a maintenance plan outlining frequency of barrier inspection to ascertain its condition and steps to perform repairs (if required). Following construction, an as-built drawing identifying materials, extents, and final thickness of said materials in the engineered barrier must be submitted to AIS.

In addition, a Health and Safety Plan must be prepared by the contractor to address the construction worker exceedances.

Clean Fill Use Conditions

1. **Initial Submittals.** Prior to execution of the Lease, the Licensee must provide a proposed layout identifying growing and non-growing areas, a description of activities to occur during the Lease term, and a list of equipment and materials anticipated to be brought on or stored at the Property over the duration of the Lease. Additional submittals may be required per requirements below.
2. **Allowable Clean Fill Material.** Allowable clean fill materials that can be imported on to the Property include stone, sand, and soil. Mulch, wood chips and compost may not be used as clean fill. AIS must be notified before any clean fill materials are brought onto the site. Records must be kept of where the materials were obtained and where they were placed on the site.
3. **Importing Clean Fill Material.** Clean fill materials are subject to the following requirements:
 - a. AIS must be notified before any clean fill materials are brought onto the site. Records must be kept of where the materials were obtained and where they were placed on the site.
 - b. Bagged clean fill material must be purchased from a landscape supply store and does not require testing.
 - c. No bio-solids or bio-solids-based products may be imported to the Property from a wastewater treatment facility or other source.
 - d. All bulk (loose) clean fill material requires notification, documentation, and approval of the source by AIS prior to being brought on the Property.
 - i. Certified virgin stone or sand do not require testing, but do require certification from the supplier before they are brought onto the site.

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- ii. Soil, non-virgin sand, non-virgin stone of 100 cubic yards or more must undergo testing to document IEPA's most stringent soil remediation objectives (SROs) for residential land use are met. Testing requirements are provided in Section 4.
4. **Imported Clean Fill Material Testing.** Material subject to analytical testing must meet the following requirements.
 - a. One sample per 500 cubic yards of each material source being brought on to the Property must be collected and analyzed for the constituent list specified in 35 IAC 740, Appendix A, Target Compound List. Analytical test results must be compared to and meet the most stringent residential Tier 1 SROs. The results with the comparison to the Tier 1 SROs must be provided in a tabular format for AIS review.
 - b. Samples may be required to be analyzed for synthetic precipitation leaching procedure (SPLP) for Target Analyte List (TAL) metals to show compliance with SROs.
 - c. The laboratory must be accredited by the Illinois Environmental Protection Agency's Environmental Laboratory Accreditation Program (IL ELAP).
5. **Ground Disturbing Activities.** Ground disturbing activities are not allowed once the engineered barrier is in place. Prior to barrier placement, ground disturbance deeper than 3 ft is not allowed without prior AIS approval. If soil must be removed from the site, it must be disposed of at a properly permitted landfill with prior approval from AIS.
6. **Growing Areas (consumables).** Growing may not occur in the existing Property soil and must occur in raised beds or containers constructed by the Leasee and approved by AIS. A layer of landscape fabric must be placed under all growing areas to separate the existing surface from the imported bed material or container. All materials used in the growing areas must follow the requirements of Sections 2, 3 and 4 above. In addition, mulch, wood chips and compost derived entirely from landscaping materials (i.e. no food scraps, bio-solids etc.) can be used and do not need to be tested.
7. **Equipment.** Any fuel-powered equipment to be used or stored on the Property must be approved prior to being brought on the Property. Dispensing of fuel from containers larger than three gallons and onsite repairs of fuel-powered equipment are prohibited.
8. **Herbicides/pesticides.** Storage or use of herbicides and pesticides at the Property are prohibited.

General Environmental Conditions Applicable to all Leases

- ✓ **Compliance with All Laws.** Licensee and its Agents shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, laws (including common law), ordinances, codes, rules and regulations (collectively, "Laws"). Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.
- ✓ **Permits.** Prior to entering the Property, Licensee must secure, or cause its Agents to secure, at its sole cost and expense, all necessary permits and governmental approvals required to perform the Activity. Licensee understands that this Agreement shall not act as a substitute for any such permits or

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approvals that may be required. Licensee shall provide copies of all required permits and approvals to the City prior to entering the Property.

- ✓ **Obligation to Restore the Property.** Upon completion of the Activity, Licensee shall promptly restore the Property to the condition, or better, existing as of the Effective Date, and shall remove all Personal Property, trash, wastes and debris placed on the Property by Licensee or its Agents. Licensee shall dispose of all trash, wastes and debris in accordance with all applicable Laws, including without limitation, all applicable Environmental Laws (as hereinafter defined). Any Personal Property, trash or debris left by Licensee on or about the Property shall be considered abandoned and may be disposed of in the City's sole discretion. Licensee agrees to pay for any removal or disposal costs the City may incur. The City shall be reimbursed for all sums it pays in connection with this Agreement. Such reimbursement shall occur within fifteen (15) days of such City payment, with interest accruing from the date of such City payment at the rate of 12% per annum. Licensee shall be responsible for any damage to the Property or any surrounding property, structures, utility lines or subsurface lines or cables caused by the acts or omissions of Licensee or its Agents, including but not limited to, vandalism or misuse of the Property, and shall undertake any repairs necessitated by such acts or omissions. "Environmental Laws" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- ✓ **Hazardous Substances or Other Regulated Materials.** Licensee shall not use or store any Hazardous Substances or Other Regulated Material (defined below) on the Property unless otherwise approved by AIS. Licensee shall promptly notify the City if Licensee discovers any Hazardous Substances on the Property. As used in this Agreement, the term "Hazardous Substances" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time. "Other Regulated Material" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material,

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materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.