

SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT
1207 W. Park Ave., Libertyville, IL

This SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT

("Supplemental HAA") is entered into this ____ day of January, 2012 by and between Equilon Enterprises LLC d/b/a Shell Oil Products US, as current or former owner or operator of underground storage tank(s) ("Owner/Operator"), and the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the County. (Owner/Operator and the County collectively are referred to as the "Parties"), and the Parties agree as follows:

1. Owner/Operator has owned or operated a retail gasoline service station at 1207 W. Park Ave., Libertyville, IL. Owner/Operator has reported release of petroleum from the Underground Storage Tank (UST) system located on this service station property.

Owner/Operator stipulates:

a. Owner/Operator is requesting a "No Further Remediation" (NFR) letter from the Illinois Environmental Protection Agency for the regulatory environmental closure and resolution of the release pursuant to 35 Ill. Admin. Code Part 742.

b. Owner/Operator is pursuing corrective action at 1207 W. Park Ave., Libertyville, IL and in the rights-of-way adjacent to the boundaries of the site located within Lake County, Illinois (hereinafter the "Site"). The Owner/Operator agrees to comply with the Lake County HIGHWAY TEMPORARY CLOSURE AND UTILITY AND FACILITY PLACEMENT ORDINANCE, as amended, and to pay all applicable permitting fees in conjunction with said corrective action at the Site.

c. Owner/Operator and the County have agreed to enter into a Highway Authority Agreement, in the form and content required by the Illinois Environmental Protection Agency, and this Supplemental HAA as part of the corrective action at the Site.

d. Attached as Exhibit A to the Highway Authority Agreement, and incorporated by reference herein, is a site map that shows the area of estimated contaminant-impacted soil and/or groundwater at the time of the Highway Authority Agreement in the right-of-way above Tier 1 residential levels under 35 Ill. Admin. Code Part 742. Attached as Exhibit B to the Highway Authority Agreement, and incorporated by reference herein, are tables showing the concentration of contaminants of concern (hereinafter "Contaminants") in the soil and/or groundwater within the area described in Exhibit A. Also presented in the Exhibit B tables are the applicable Illinois Pollution Control Board Tier 1 soil remediation objectives for residential property and Tier 1 objectives for groundwater that are exceeded.

e. The right-of-way, as described in Exhibit C to the Highway Authority Agreement and incorporated by reference herein, adjacent to the Site (hereinafter the "Right-of-Way") is subject to this Supplemental HAA. Owner/Operator represents that said Exhibit C has been prepared by a Registered Land Surveyor in lieu of a Licensed Professional Engineer as required by Chapter 7 of the HIGHWAY TEMPORARY CLOSURE AND UTILITY AND FACILITY PLACEMENT ORDINANCE. The County hereby agrees to waive the document size requirements of said ordinance.

f. The Owner/Operator intends to request risk-based, site-specific soil and/or groundwater remediation objectives from the Illinois Environmental Protection Agency

("IEPA") under 35 Ill. Admin. Code Part 742 for the Site covered by the Highway Authority Agreement.

2. The County, as the roadway authority of jurisdiction, stipulates:

a. The County represents that the Right-of-Way subject to the Highway Authority Agreement and this Supplemental HAA is a platted County Highway within the Lake County Highway System, and that the County has facility permitting jurisdiction of the Right-of-Way. The County further represents that it either holds a fee-simple interest in the Right-of-Way or a prescriptive easement for the Right-of-Way; or the Right-of-Way, by way of dedication, is under its permitting jurisdiction.

b. Access to the soil and/or groundwater and any construction activity within the County Highway Right-of-Way are regulated by the County's HIGHWAY TEMPORARY CLOSURE AND UTILITY AND FACILITY PLACEMENT ORDINANCE, as may be amended, and the County's HIGHWAY ACCESS REGULATION ORDINANCE, as may be amended.

3. The Parties stipulate that:

a. This Supplemental HAA shall supplement the Parties' rights and obligations pursuant to the Highway Authority Agreement executed between them. The Parties' rights and obligations pursuant to this Supplemental HAA will become effective upon execution of the Highway Authority Agreement by the Parties.

b. This Supplemental HAA, as it relates to the Site, shall be null and void should the IEPA not approve the Highway Authority Agreement for the Site or should the Highway Authority Agreement not be referenced in the NFR letter for the Site.

4. The Owner/Operator agrees to indemnify and hold harmless the County and other highway authorities, if any, maintaining the Right-of-Way by an agreement with the County and the County's agents, contractors or employees for all obligations asserted against or costs incurred by them, including attorney's fees and court costs, associated with the release of Contaminants from the Site by the Owner/Operator, provided that the County provides Owner/Operator with notice within sixty (60) working days of receiving a claim and further provides Owner/Operator with an opportunity to defend said claim.

5. This Supplemental HAA and the Highway Authority Agreement between the Parties, which is governed by this Supplemental HAA, shall be binding upon all successors in interest to the Owner/Operator and to the County. A successor in interest of the County would include a highway authority to which the County would transfer jurisdiction of the highway. Until such time as the Highway Authority Agreement is no longer necessary, Owner/Operator shall provide the County, upon its written request, with copies of any groundwater monitoring results which it prepares and submits to the IEPA with respect to the Site.

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

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

8. This Supplemental HAA sets forth the rights and obligations between the Owner/Operator and the County arising out of or resulting from the release of Contaminants into the Right-of-Way associated with this Site for which a Highway Authority Agreement is executed by the Parties.

9. The Highway Authority Agreement and this Supplemental HAA do not limit the County's ability to allow others to use the highway Right-of-Way by permit.

10. The Highway Authority Agreement and this Supplemental HAA do not limit the County's or other highway authority's, if any, maintaining the Right-of-Way by an agreement with the County, ability to construct, reconstruct, improve, repair, maintain and/or operate a highway, as deemed necessary and appropriate in the sole and exclusive judgment of the County's County Engineer (collectively "Work").

11. When Work is to be conducted, the Owner/Operator shall reimburse the reasonable costs incurred by the County to perform a site investigation of the Right-of-Way. Or, if requested, the Owner/Operator shall perform at no cost to the County a site investigation of the Right-of-Way. There is a rebuttable presumption that the Contaminants found in the County Highway Right-of-Way arose from the release of Contaminants from the Site.

12. The Owner/Operator shall reimburse the reasonable costs incurred by the County necessary to conduct and monitor the removal, transport and disposal of any Contaminant-impacted soil or groundwater from the Right-of-Way. Alternatively, the County may request Owner/Operator to remove, transport and dispose of any contaminated soil or groundwater in advance of the County's Work. The removal and disposal of contaminated soil and/or groundwater shall be based upon the site investigation (which may be modified by field conditions during excavation).

a. Unless there is an immediate threat to the health or safety of any individual or the public, as determined by the County's County Engineer, prior to commencing any Work, the County will give Owner/Operator no less than sixty (60) days' written notice that it intends to perform Work in the Right-of-Way, which may involve the removal and disposal of contaminated soil and/or groundwater to the extent necessary for its Work. Failure by the County to give notice is not a violation of this Supplemental HAA.

b. During this period, which may be extended by written agreement of the Parties, the County and Owner/Operator will engage in a good faith, collaborative process to arrive at a consensus approach to managing the impacted soil and/or groundwater in the Right-of-Way in an attempt to reconcile Owner/Operator's preference for performing as much of this work as possible within the County's engineering, permitting and other constraints.

c. Work performed by the Owner/Operator shall be performed under a permit issued by the County, and the County shall retain authority for all final decisions and rulings related to said consensus approach. Owner/Operator shall apply for a permit within 30 days of the County's request, otherwise the County can undertake the removal

and disposal of contaminated soil and/or groundwater and Owner/Operator shall reimburse the County for the reasonable costs incurred in doing such. Work performed by the Owner/Operator shall be completed within 30 days of issuance of a permit by the County.

13. The Owner/Operator's failure to reimburse the reasonable costs under the conditions set forth herein shall constitute a breach of the Highway Authority Agreement and this Supplemental HAA and, at the County's option, the Highway Authority Agreement and this Supplemental HAA shall be null and void upon written notice to Owner/Operator by the County. The Owner/Operator may reconcile the outstanding invoice within forty five (45) working days by making full payment.

14. The County 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 deemed appropriate in the sole and exclusive judgment of the County's County Engineer, not inconsistent with applicable environmental regulations, so as to avoid causing further release of the Contaminants and to protect human health and the environment.

15. Written notice required under this Supplemental HAA shall be mailed to the following:

If to Owner/Operator:

John Robbins
Soil and Groundwater FDG
Shell Oil Products US
20945 S. Wilmington Avenue
Carson CA 90810
Phone: 815-468-8824
Fax: 713-423-0544

If to County:

County Engineer
Lake County Division of Transportation
600 West Winchester Road
Libertyville, IL 60048
(or the most current mailing address)

16. The County's sole responsibility under the Supplemental HAA with respect to others using the Right-of-Way under permit from the County is to include notice in all permits for work in the Right-of-Way subject to the condition set forth in paragraph 8 of the Highway Authority Agreement.

17. The Owner/Operator shall release the County from liability for breach of the Highway Authority Agreement and this Supplemental HAA by others under permit and shall indemnify the County against claims that may arise from others under permit causing a breach of the Highway Authority Agreement, provided that the County provides Owner/Operator with notice within sixty (60) working days of receipt of a claim and further provides Owner/Operator with an opportunity to defend said claim.

Owner/Operator will notify its personnel at the Site about the existence of the Highway Authority Agreement. Owner/Operator also agrees that its personnel, if any, at the Site will notify anyone they know is excavating in the Right-of-Way about the Highway Authority Agreement.

18. Should the County breach the Highway Authority Agreement governed by this Supplemental HAA, Owner/Operator may seek specific enforcement of the Highway Authority Agreement or an action for damages which shall be brought exclusively in the Nineteenth Judicial Circuit, Lake County, Illinois. Any and all claims for damages against the County, its agents, contractors, and/or employees or its successors in interest

arising at any time for a breach of a provision of the Highway Authority Agreement are limited to an aggregate maximum of \$10,000.00. No other breach by the County, its agents, contractors and/or employees and its successors in interest of a provision of the Highway Authority Agreement or this Supplemental HAA is actionable in either law or equity by Owner/Operator against the County, and Owner/Operator hereby releases the County, its agents, contractors and/or employees and its successors in interest for any cause of action it may have against them, other than as allowed in this paragraph, arising under the Highway Authority Agreement, this Supplemental HAA or environmental laws, regulations or common law governing the contaminated soil or groundwater in the County Highway Right-of-Way.

19. The Highway Authority Agreement and this Supplemental HAA are entered into by the County in recognition of laws passed by the General Assembly and regulations adopted by the Pollution Control Board which encourage a risk-based approach to remediating environmental contamination. The Highway Authority Agreement and this Supplemental HAA are entered into by the County in the spirit of those laws and under its rights and obligations as the roadway authority of jurisdiction. Should any provisions of the Highway Authority Agreement or this Supplemental HAA be struck down as beyond the authority of the County, this Supplemental HAA shall be null and void.

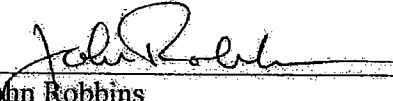
20. In the event of any conflict between the terms and conditions of the Highway Authority Agreement and this Supplemental HAA, the terms and conditions of this Supplemental HAA shall be controlling.

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

**EQUILON ENTERPRISES LLC, d/b/a
SHELL OIL PRODUCTS US**

ATTEST:

Title: _____



John Robbins
Environmental Program Manager

Date: _____, 2012

RECOMMENDED FOR EXECUTION

Martin G. Buehler, P.E.
Director of Transportation/County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

County Clerk
Lake County

By: _____
Chair
Lake County Board

Date: _____

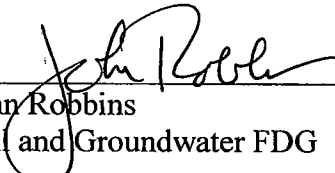
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**EQUILON ENTERPRISES LLC, d/b/a
SHELL OIL PRODUCTS US**

ATTEST:

Title: _____



John Robbins
Soil and Groundwater FDG
Date: 3/1/12, 2012



RECOMMENDED FOR EXECUTION

Martin G. Buehler, P.E.
Director of Transportation/County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

County Clerk
Lake County

By: _____
Chair
Lake County Board
Date: _____