

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ____ day of _____, 2009 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) BP PRODUCTS NORTH AMERICA INC., ("Owner/Operator") and (2) the COUNTY OF LAKE, ILLINOIS, an Illinois body politic and corporate, acting by and through its Division of Transportation ("Highway Authority"), collectively known as the ("Parties").

WHEREAS, BP Products North America Inc., is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 2101 North Lewis Avenue, Zion, Illinois ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks ("the Release(s)"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator or Property Owner is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access.

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number(s) 921865 to the Release(s).
3. Attached as Exhibit A is scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
4. Attached as Exhibit B is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.

5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. Because the collection of samples within the Right-of-Way is not practical, the Parties stipulate that, based on modeling, soil and groundwater contamination exceeding Tier 1 residential remediation objectives does not and will not extend beyond the boundaries of the Right-of-Way.
7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

1. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).
2. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The

transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

3. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement or until the agreement is otherwise terminated or voided.
4. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
5. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
6. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
7. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, Illinois 62974-9276

Owner/Operator
BP Products North America Inc.
Attn: Environmental Business Manager or Project Manager
28100 Torch Parkway, MC-2S
Warrenville, Illinois 60555

Highway Authority
Lake County Division of Transportation
600 West Winchester Road
Libertyville, Illinois 60048
Phone: (847) 362-3950
Email: DOT@co.lake.il.us

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

LAKE COUNTY DIVISION OF TRANSPORTATION

By: _____

Date: _____

Printed Name: _____

Its: _____
Title

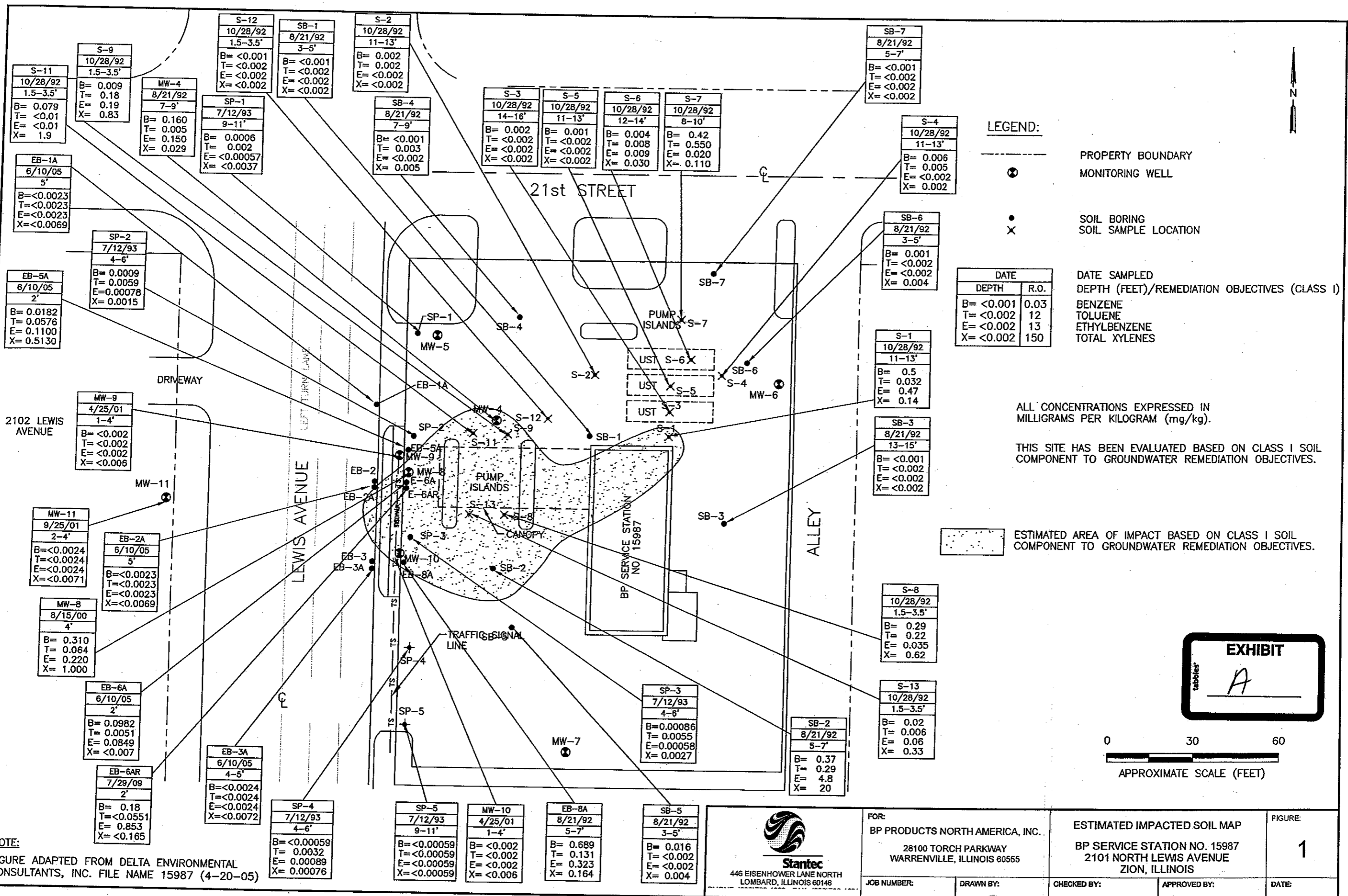
BP PRODUCTS NORTH AMERICA INC.

By: Patricia Gallery

Date: 27 AUG 2009

Printed Name: PATRICIA GALLERY

Its: OPERATIONS MANAGER -
Title US RETAIL, PIPELINES & TERMINALS



NOTE:
FIGURE ADAPTED FROM DELTA ENVIRONMENTAL CONSULTANTS, INC. FILE NAME 15987 (4-20-05)

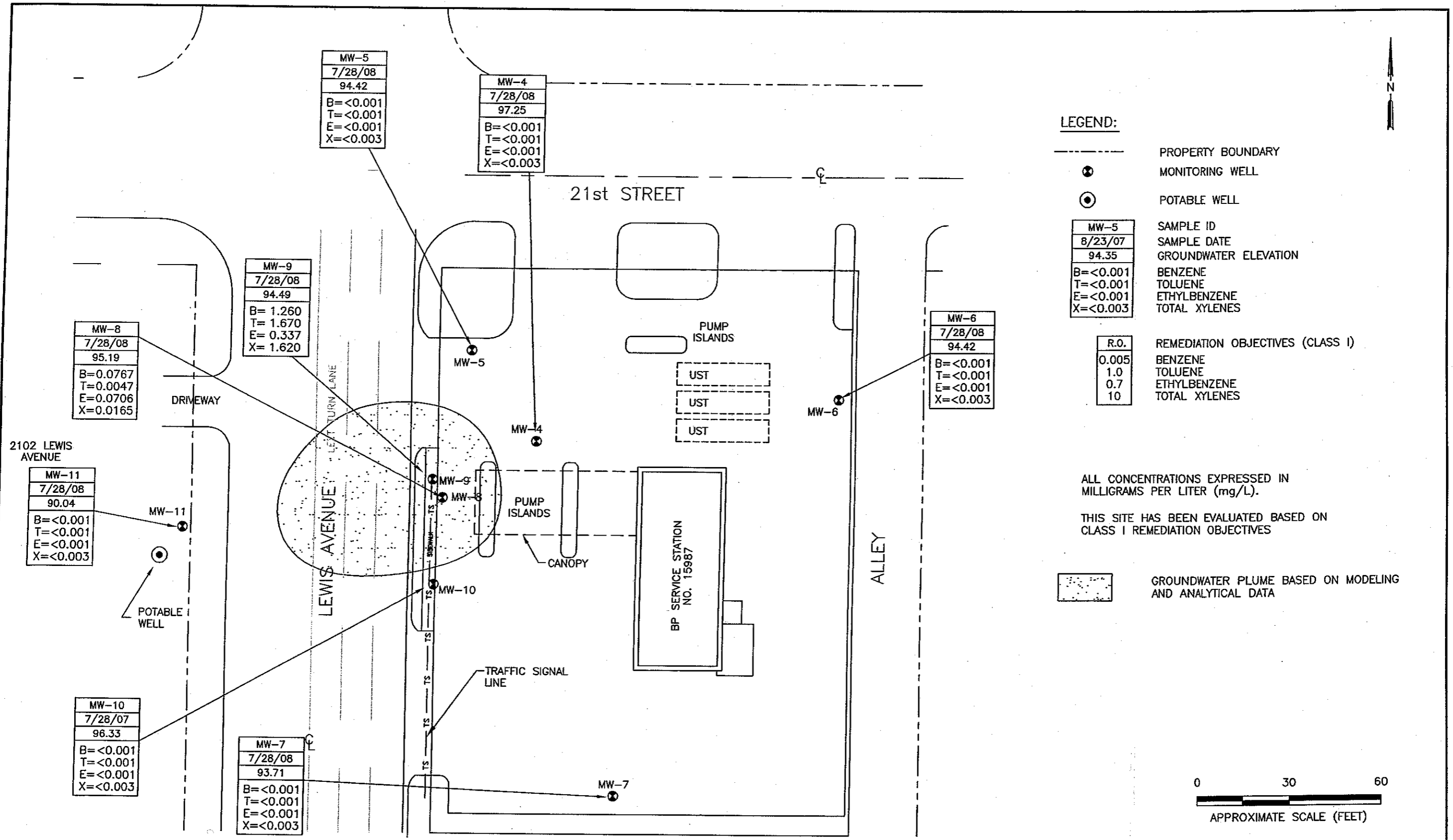


FOR:
BP PRODUCTS NORTH AMERICA, INC.
28100 TORCH PARKWAY
WARRENVILLE, ILLINOIS 60555

ESTIMATED IMPACTED SOIL MAP
BP SERVICE STATION NO. 15987
2101 NORTH LEWIS AVENUE
ZION, ILLINOIS

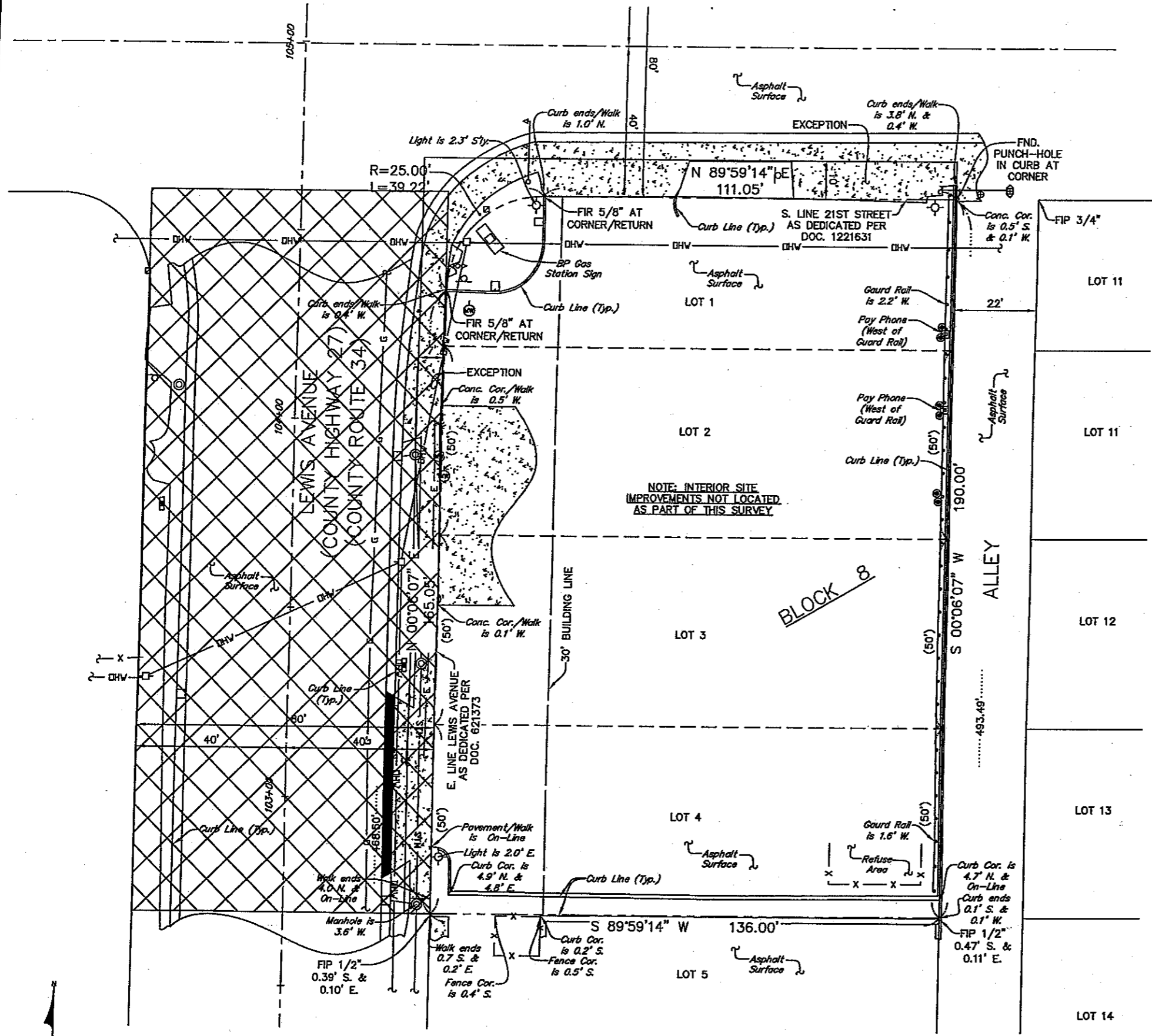
FIGURE:
1
DATE:

JOB NUMBER: DRAWN BY: CHECKED BY: APPROVED BY: DATE:



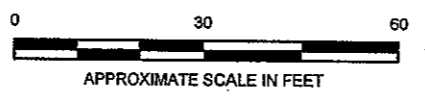
NOTE:
 FIGURE ADAPTED FROM DELTA ENVIRONMENTAL CONSULTANTS, INC. FILE NAME 15987 (4-20-05)

 Stantec 446 EISENHOWER LANE NORTH LOMBARD, ILLINOIS 60148	FOR: BP PRODUCTS NORTH AMERICA, INC. 28100 TORCH PARKWAY WARRENVILLE, ILLINOIS 60555	ESTIMATED IMPACTED GROUNDWATER MAP BP SERVICE STATION NO. 15987 2101 NORTH LEWIS AVENUE ZION, ILLINOIS	FIGURE: 2	
	JOB NUMBER:	DRAWN BY:	CHECKED BY:	APPROVED BY:



LEGEND:

- PROPERTY BOUNDARY
- AREA OF COUNTY HIGHWAY AGREEMENT
- MANHOLE
- CATCH BASIN
- INLET
- VALVE & VAULT
- HYDRANT
- STREET LIGHT
- UTILITY POLE
- STREET SIGN
- WATER VALVE
- GUARDRAIL
- GAS VALVE
- TRAFFIC SIGNAL
- MAILBOX
- OHW - OVERHEAD WIRES
- G - UNDERGROUND GAS LINE
- E - UNDERGROUND TRAFFIC SIGNAL ELECTRIC LINE
- X - FENCE LINE
- DEPRESSED CURB
- MONITORING WELL
- PAY PHONE
- UTILITY POLE W/GUY
- TRAFFIC SIGNAL W/MAST
- TRAFFIC SIGNAL HANDHOLE
- BOLLARD
- CONCRETE SURFACE



 Stantec 446 EISENHOWER LANE NORTH LOMBARD, ILLINOIS 60148 PHONE: (630)792-1680 FAX: (630)792-1691	FOR: BP PRODUCTS NORTH AMERICA, INC. 28100 TORCH PARKWAY WARRENVILLE, ILLINOIS 60555		HIGHWAY AGREEMENT LOCATION MAP BP SERVICE STATION NO. 15987 2101 NORTH LEWIS AVENUE ZION, ILLINOIS		FIGURE: 3
	JOB NUMBER: 213101044	DRAWN BY: JC	CHECKED BY: CK	APPROVED BY:	DATE: 11/03/09

Table 1
Soil Analytical Results
BP Service Station No. 15987
2101 North Lewis Avenue
Zion, Illinois

SAMPLE ID	DATE	DEPTH (FEET)	BENZENE	TOLUENE	ETHYL BENZENE	TOTAL XYLENES
SOIL COMPONENT TO GROUNDWATER INGESTION	CLASS I*		0.03	12	13	150
	CLASS II		0.17	29	19	150
INGESTION REMEDIATION OBJECTIVES	RESIDENTIAL		12	16,000	7,800	16,000
	COMMERCIAL		100	410,000	200,000	410,000
INHALATION REMEDIATION OBJECTIVES	RESIDENTIAL		0.8	650	480	320
	COMMERCIAL		1.6	650	400	320
CONSTRUCTION WORKER REMEDIATION OBJECTIVES	INGESTION		2,300	410,000	20,000	41,000
	INHALATION		2.2	42	58	5.6
SB-1	08/21/92	3-5	< 0.001	< 0.002	< 0.002	< 0.002
SB-2	08/21/92	5-7	0.370 ^{1,2}	0.290	4.800	20.000 ⁸
SB-3	08/21/92	13-15	< 0.001	< 0.002	< 0.002	< 0.002
SB-4	08/21/92	7-9	< 0.001	0.003	< 0.002	0.005
SB-5	08/21/92	3-5	0.016	< 0.002	< 0.002	0.004
SB-6	08/21/92	3-5	0.001	< 0.002	< 0.002	0.004
SB-7	08/21/92	5-7	< 0.001	< 0.002	< 0.002	< 0.002
MW-4	08/21/92	7-9	0.160 ¹	0.005	0.150	0.029
S-1	10/28/92	11-13	0.500 ^{1,2}	0.032	0.470	0.140
S-2	10/28/92	11-13	0.002	0.002	< 0.002	< 0.002
S-3	10/28/92	14-16	0.002	< 0.002	< 0.002	< 0.002
S-4	10/28/92	11-13	0.006	0.005	< 0.002	0.002
S-5	10/28/92	13-15	0.001	< 0.002	< 0.002	< 0.002
S-6	10/28/92	12-14	0.004	0.008	0.009	0.030
S-7	10/28/92	8-10	0.420 ^{1,2}	0.550	0.020	0.110
S-8	10/28/92	1.5-3.5	0.290 ^{1,2}	0.220	0.035	0.620
S-9	10/28/92	1.5-3.5	0.009	0.180	0.190	0.830
S-11	10/28/92	1.5-3.5	0.079 ¹	< 0.010	< 0.010	1.900
S-12	10/28/92	1.5-3.5	< 0.001	< 0.002	< 0.002	< 0.002
S-13	10/28/92	1.5-3.5	0.020	0.006	0.060	0.330
SP-1	07/12/93	9-11	0.0006	0.002	< 0.00057	< 0.0037
SP-2	07/12/93	4-6	0.0009	0.0059	0.00078	0.0015
SP-3	07/12/93	4-6	0.00086	0.0055	0.00058	0.0027
SP-4	07/12/93	4-6	< 0.00059	0.0032	0.00089	0.00076
SP-5	07/12/93	9-11	< 0.00059	< 0.00059	< 0.00059	< 0.00059
MW-8	08/15/00	4	0.310 ^{1,2}	0.064	0.220	1.000
MW-9	04/25/01	1-4	< 0.002	< 0.002	< 0.002	< 0.006
MW-10	04/25/01	1-4	< 0.002	< 0.002	< 0.002	< 0.006
MW-11	09/25/01	2-4	< 0.0024	< 0.0024	< 0.0024	< 0.0071
EB-1A	06/10/05	5	< 0.0023	< 0.0023	< 0.0023	< 0.0069
EB-2A	06/10/05	5	< 0.0023	< 0.0023	< 0.0023	< 0.0069
EB-3A	06/10/05	4-5	< 0.0024	< 0.0024	< 0.0024	< 0.0072
EB-5A	06/10/05	2	0.0182	0.0576	0.1100	0.5130
EB-6A	06/10/05	2	0.0982 ¹	0.0051	0.0849	< 0.0070
EB-8A	06/10/05	2	0.6890 ^{1,2}	0.1310	0.3230	0.1640
EB-6AR	07/29/09	2	0.180 ^{1,2}	< 0.0551	0.853	< 0.165

- 1 = Above Class I Soil Component to Groundwater Remediation Objective*
- 2 = Above Class II Soil Component to Groundwater Remediation Objective
- 3 = Above Residential Ingestion Remediation Objective
- 4 = Above Commercial Ingestion Remediation Objective
- 5 = Above Residential Inhalation Remediation Objective
- 6 = Above Commercial Inhalation Remediation Objective
- 7 = Above Construction Worker Ingestion Remediation Objective
- 8 = Above Construction Worker Inhalation Remediation Objective

* This site has been evaluated based on Class I ROs
 Results in milligrams per kilogram (mg/kg)

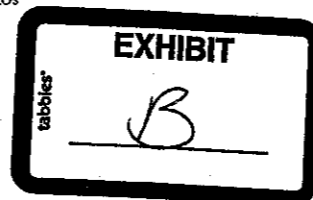


Table 2
Groundwater Analytical Results
BP Service Station No. 15987
2101 North Lewis Avenue
Zion, Illinois

SAMPLE ID	DATE	BENZENE	TOLUENE	ETHYL BENZENE	TOTAL XYLENES
GROUNDWATER REMEDIATION OBJECTIVES	CLASS I*	0.005	1	0.7	10
	CLASS II	0.025	2.5	1	10
MW-4	09/01/92	0.0850 ^{L2}	< 0.0020	< 0.0020	< 0.0020
	10/26/93	0.1300 ^{L2}	< 0.0250	< 0.0250	< 0.0250
	01/27/94	0.0680 ^{L2}	0.0015	0.0092	0.0037
	04/01/94	0.2200 ^{L2}	0.0031	0.0090	< 0.0025
	08/03/94	0.2800 ^{L2}	< 0.0050	0.0270	< 0.0050
	04/26/95	0.1300 ^{L2}	0.0020	0.0090	0.0020
	05/30/96	0.3000 ^{L2}	0.0070	0.0550	0.0100
	12/11/97	0.2800 ^{L2}	0.0110	0.1100	0.0300
	12/18/98	0.0240 ¹	0.0019	0.0025	0.0051
	07/28/00	0.0300 ^{L2}	0.0024	0.0180	0.0041
	11/02/01	0.0340 ^{L2}	0.0022	0.0220	0.0091
	07/20/03	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	01/21/04	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	12/19/06	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	03/21/07	< 0.0010	< 0.0010	0.0052	0.0309
	07/11/07	< 0.0010	0.0018	0.0069	0.0047
	08/23/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	10/17/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	01/15/08	< 0.0010	0.0026	0.0025	0.0091
	04/18/08	0.0039	0.0013	0.0304	0.0129
07/28/08	< 0.0010	< 0.0010	0.0038	0.0054	
MW-5	08/03/94	< 0.0005	< 0.0005	< 0.0005	< 0.0005
	04/26/95	< 0.0010	< 0.0020	< 0.0020	< 0.0020
	05/30/96	< 0.0010	< 0.0020	< 0.0020	< 0.0020
	12/11/97	< 0.0010	< 0.0010	< 0.0010	< 0.0020
	12/18/98	< 0.0010	0.0011	0.0017	0.0033
	11/02/01	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	07/20/03	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	07/20/03	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	01/21/04	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	12/19/06	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	03/21/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	07/11/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	08/23/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	10/17/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	01/15/08	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	04/18/08	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	07/28/08	< 0.0010	< 0.0010	< 0.0010	< 0.0030
MW-6	12/11/97	0.0019	< 0.0010	< 0.0010	< 0.0020
	12/18/98	< 0.0010	< 0.0010	< 0.0010	< 0.0020
	11/02/01	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	07/20/03	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	01/21/04	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	12/19/06	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	03/21/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	07/11/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	08/23/07	< 0.0010	0.0010	< 0.0010	< 0.0030
	10/17/07	< 0.0010	0.0010	< 0.0010	< 0.0030
	01/15/08	< 0.0010	0.0010	< 0.0010	< 0.0030
	04/18/08	< 0.0010	< 0.0010	< 0.0010	< 0.0030
07/28/08	< 0.0010	< 0.0010	< 0.0010	< 0.0030	
MW-7	12/11/97	< 0.0010	< 0.0010	< 0.0010	< 0.0020
	12/18/98	< 0.0010	< 0.0010	0.0012	0.0024
	11/02/01	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	07/20/03	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	01/21/04	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	12/19/06	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	03/21/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	07/11/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	08/23/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	10/17/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	01/15/08	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	04/18/08	< 0.0010	< 0.0010	< 0.0010	< 0.0030
07/28/08	< 0.0010	< 0.0010	< 0.0010	< 0.0030	

Table 2
Groundwater Analytical Results
BP Service Station No. 15987
2101 North Lewis Avenue
Zion, Illinois

SAMPLE ID	DATE	BENZENE	TOLUENE	ETHYL BENZENE	TOTAL XYLENES
GROUNDWATER REMEDIATION OBJECTIVES	CLASS I*	0.005	1	0.7	10
	CLASS II	0.025	2.5	1	10
MW-8	09/06/00	0.0170 ¹	0.0240	0.0020	0.0700
	11/02/01	0.0130 ¹	< 0.0010	0.0010	< 0.0030
	05/15/03	LPH	LPH	LPH	LPH
	07/20/03	LPH	LPH	LPH	LPH
	01/21/04	LPH	LPH	LPH	LPH
	05/03/04	2.9000 ^{1,2}	2.8000 ^{1,2}	1.0000 ¹	4.2000
	12/19/06	0.1380 ^{1,2}	0.0102	0.1770	0.0655
	03/21/07	0.6350 ^{1,2}	0.2310	0.1630	0.1270
	07/11/07	0.3010 ^{1,2}	0.0741	0.1320	0.3030
	08/23/07	0.3290 ^{1,2}	0.0567	0.1670	0.0837
	10/17/07	0.277 ^{1,2}	0.0140	0.161	0.0672
	01/15/08	0.232 ^{1,2}	0.0377	0.0696	0.0278
	04/18/08	0.224 ^{1,2}	0.0465	0.0786	0.0364
07/28/08	0.0767 ^{1,2}	0.0047	0.0705	0.0165	
MW-9	11/02/01	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	07/20/03	1.3000 ^{1,2}	0.8900	0.0330	0.1800
	01/21/04	0.3900 ^{1,2}	0.0900	0.0200	0.0360
	05/03/04	2.1000 ^{1,2}	2.8000 ^{1,2}	0.1300	0.8200
	12/19/06	0.0069 ¹	< 0.0010	0.0021	< 0.0030
	03/21/07	0.4260 ^{1,2}	0.3190	0.0096	0.1470
	07/11/07	0.1890 ^{1,2}	0.0542	0.0080	0.0083
	08/23/07	0.1120 ^{1,2}	0.0622	0.0079	0.0051
	10/17/07	0.0964 ^{1,2}	0.0015	0.0062	< 0.0030
	01/15/08	0.0684 ^{1,2}	0.0402	0.0053	0.0279
	04/18/08	4.540 ^{1,2}	6.510 ^{1,2}	0.471	2.150
	07/28/08	1.260 ^{1,2}	1.670 ¹	0.337	1.620
	MW-10	11/02/01	< 0.0010	< 0.0010	< 0.0010
07/20/03		< 0.0010	< 0.0010	< 0.0010	< 0.0030
01/21/04		< 0.0010	0.0057	< 0.0010	0.0048
05/03/04		0.0029	0.0260	< 0.0010	0.0063
12/19/06		< 0.0010	< 0.0010	< 0.0010	< 0.0030
03/21/07		< 0.0010	< 0.0010	< 0.0010	< 0.0030
07/11/07		< 0.0010	< 0.0010	< 0.0010	< 0.0030
08/23/07		< 0.0010	< 0.0010	< 0.0010	< 0.0030
10/17/07		< 0.0010	< 0.0010	< 0.0010	< 0.0030
01/15/08		< 0.0010	< 0.0010	< 0.0010	< 0.0030
04/18/08		< 0.0010	< 0.0010	< 0.0010	< 0.0030
07/28/08		< 0.0010	< 0.0010	< 0.0010	< 0.0030
MW-11		11/02/01	< 0.0010	< 0.0010	< 0.0010
	07/20/03	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	01/21/04	< 0.0010	0.0015	< 0.0010	< 0.0030
	05/03/04	< 0.0010	0.0040	< 0.0010	< 0.0030
	12/19/06	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	03/21/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	07/11/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	08/23/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	10/17/07	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	01/16/08	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	04/18/08	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	07/28/08	< 0.0010	< 0.0010	< 0.0010	< 0.0030
	POTABLE WELL**	05/03/04	< 0.0010	< 0.0010	< 0.0010
12/19/06		< 0.0010	< 0.0010	< 0.0010	< 0.0030
03/21/07		< 0.0010	< 0.0010	< 0.0010	< 0.0030
07/25/07		< 0.0010	< 0.0010	< 0.0010	< 0.0030
08/23/07		< 0.0010	< 0.0010	< 0.0010	< 0.0030
10/17/07		< 0.0010	< 0.0010	< 0.0010	< 0.0030
01/15/08		< 0.0010	< 0.0010	< 0.0010	< 0.0030
04/18/08		< 0.0010	< 0.0010	< 0.0010	< 0.0030
GP-1	12/11/98	< 0.0010	0.0015	0.0011	0.0074
	12/18/98	< 0.0010	0.0030	< 0.0010	< 0.0020
GP-2	12/18/98	< 0.0010	0.0042	0.0016	0.0032
SP-1	07/12/93	< 0.0005	< 0.0005	< 0.0005	< 0.0005
SP-2 (replaced by MW-8 and MW-9)	07/12/93	0.0270 ^{1,2}	0.0450	0.0024	0.0084
SP-9 (replaced by MW-10)	07/12/93	0.0140 ¹	0.0320	0.0085	0.0830

1 - Above Class I Remediation Objectives*
2 - Above Class II Remediation Objectives
* This site has been evaluated based on Class I Remediation Objectives
** potable well located on property located at 2102 Lewis Avenue, Zion
Results in milligrams per liter (mg/l)

SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT
2101 North Lewis Avenue
Zion, Illinois

This SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT

("Supplemental HAA") is entered into this ____ day of _____, 2009 by and between BP Products North America Inc., formerly known as Amoco Oil Company, 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 **2101 North Lewis Avenue, Zion, Illinois**. 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 **2101 North Lewis Avenue, Zion, Illinois** 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 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 6 of the HIGHWAY 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 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 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 voidance 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:

BP Products North America Inc.
Attn: Environmental Business Manager
28100 Torch Parkway, MC-2S
Warrenville, IL 60555

(or the most current mailing address)

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.

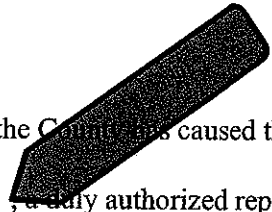
Owner/Operator will notify its personnel at the Site about the existence of the Highway Authority Agreement. Owner/Operator also agrees that its personnel, if any, at the Site will notify anyone they know is excavating in the Right-of-Way about the Highway Authority Agreement.

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  caused this Supplemental HAA to be signed by its _____, a duly authorized representative, and be binding upon it, its successors and assigns.

LAKE COUNTY

BY: _____ DATE: _____

(Printed) _____

Its: _____

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

BP PRODUCTS NORTH AMERICA INC.

BY: Patricia Gallery DATE: 27 AUG 2009

(Printed) PATRICIA GALLERY

Its: OPERATIONS MANAGER-US RETAIL, PIPELINES, TERMINALS