

## Former Ted Wells Service Station (IEMA 20010976)

**SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT**  
**1410 North Sheridan Road, North Chicago, Illinois 60064**

This SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT

(“Supplemental HAA”) is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **AbbVie**, 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 and the CITY OF NORTH CHICAGO, an Illinois Municipal Corporation, acting by and through its Mayor and City Council, hereinafter referred to as the City. Owner/Operator, the County and the City 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 **1410 North Sheridan Road, North Chicago, Illinois 60064**. 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 **1410 Sheridan Road, North Chicago, Illinois 60064** 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 Chapter 90 of the Lake County Code of Ordinances, as amended, and to pay all applicable permitting fees in conjunction with any future corrective action at the Site.

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c. Owner/Operator, the County and the City 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. A portion of the **Lake County Highway #13 (14<sup>th</sup> Street)** right-of-way, as depicted on 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 the Lake County Highway Access and Use Ordinance Technical Reference Manual, which is a companion document to Chapter 90 of the of the Lake County Code of Ordinances. The County hereby agrees to waive the document size requirements of said ordinance and Technical Reference Manual.

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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 by way of an existing agreement, the County has granted to the City both maintenance and permitting authority over the section 14<sup>th</sup> Street that is within the Right-of-Way.

b. Access to the soil and/or groundwater and any construction activity within the County Highway Right-of-Way are regulated by Chapters 90 and 91 of the Lake County Code of Ordinances, 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, City, their agents, contractors or employees for all obligations asserted against or costs

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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 or City 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 and City. 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 and City, 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 and City, 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 or City 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 or City 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 and the City 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 or City'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 ability to own and operate a highway or the City's ability to maintain and permit the highway in accordance with the Intergovernmental Agreement between the City and the County, as deemed necessary and appropriate by the County's County Engineer and the City's Director of Public Works (collectively "Highway Work").

11. When Highway Work is to be conducted, the Owner/Operator shall reimburse the reasonable costs incurred by the County or City to perform a site investigation of the Right-of-Way. Or, if requested, the Owner/Operator shall perform at no cost to the County or City 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 or City necessary to conduct and monitor the removal, transport and disposal of any Contaminant-impacted soil from the Right-of-Way. Within forty-five (45) days after execution of this Supplemental HAA, Owner/Operator shall provide a payment bond in

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the name of the County and in substantially the same form as Exhibit D, which is attached hereto and hereby made a part of hereof, under which a surety will provide payment not to exceed \$100,000 in the event Owner/Operator fails to make payment as required hereunder. Alternatively, the County, with copy to the City may request Owner/Operator to remove, transport and dispose of any contaminated soil in advance of the County's or City's Highway Work. The removal and disposal of contaminated soil 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 Highway Work, the County, with copy to the City will give Owner/Operator no less than sixty (60) days' written notice that it intends to perform Highway 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 Highway 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, City 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 Highway Work as possible within the County's and City's engineering, permitting and other constraints.

c. Highway Work performed by the Owner/Operator shall be performed under a permit issued by the County, or City upon review and approval by the County's County

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Engineer, 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. Highway Work performed by the Owner/Operator shall be completed within 30 days of issuance of a permit by the County, or City upon review and approval by the County's County Engineer.

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 with copy to the City. 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:

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**AbbVie**  
**Attn: Eileen Openbrier**  
**D830 Building A1**  
**1401 Sheridan Road**  
**North Chicago, Illinois 60064**  
(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)

If to City:  
City of North Chicago  
Attn: Mayor  
1850 Lewis Avenue  
North Chicago, IL 60064

16. The County's sole responsibility under the Supplemental HAA with respect to others using the Right-of-Way under permit to include notice in all permits for work in the Right-of-Way subject to the condition set forth in paragraphs 8 and 9 of the Highway Authority Agreement.

17. The City's sole responsibility under the Supplemental HAA with respect to others using the Right-of-Way under permit to include notice in all permits for work in the Right-of-Way subject to the condition set forth in paragraphs 8 and 9 of the Highway Authority Agreement.

18. The Owner/Operator shall release the County and City from liability for breach of the Highway Authority Agreement and this Supplemental HAA by others under permit and shall indemnify the County and City against claims that may arise from others under permit causing a breach of the Highway Authority Agreement, provided that the County or City 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.

19. Should the County or City 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 or City, 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 or City, 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 or City, and Owner/Operator hereby releases the County and City, 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.

20. The Highway Authority Agreement and this Supplemental HAA are entered into by the County and City in recognition of laws passed by the General Assembly and regulations adopted by the Pollution Control Board which encourage a risk-based

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approach to remediating environmental contamination. The Highway Authority Agreement and this Supplemental HAA are entered into by the County and City 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 or City, this Supplemental HAA shall be null and void.

21. 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.

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

ATTEST:

Kathryn Kult  
Title: Sr. Environmental Specialist

AbbVie

By: [Signature]  
Printed Name: Joseph Kumor

Title: Sr. Director Environmental Health Safety & Sustainability

Date: 16-March-2021

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.  
Director of Transportation/County Engineer  
Lake County

COUNTY OF LAKE

ATTEST:

\_\_\_\_\_  
County Clerk  
Lake County

By: \_\_\_\_\_  
Chair  
Lake County Board

Date: \_\_\_\_\_

CITY OF NORTH CHICAGO

ATTEST:

\_\_\_\_\_  
City Clerk  
City of North Chicago  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor Leon Rockingham Jr.  
City of North Chicago



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**Exhibit A**

**Lake County and North Chicago Agreement**

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**AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND THE CITY OF NORTH CHICAGO  
FOR THE JURISDICTIONAL TRANSFER OF  
AND THE COSTS ASSOCIATED WITH  
THE IMPROVEMENTS TO 14TH STREET  
BETWEEN ILLINOIS ROUTE 131/GREEN BAY ROAD  
AND ILLINOIS ROUTE 137/SHERIDAN ROAD**

THIS AGREEMENT entered into this 13<sup>th</sup> day of November, A.D. 2018, by and between 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, and the CITY OF NORTH CHICAGO, an Illinois Municipal Corporation, acting by and through its Mayor and City Council, hereinafter referred to as the CITY. The COUNTY and the CITY may hereinafter be referred to collectively as "parties" and individually as a "party" to THIS AGREEMENT.

**WITNESSETH**

**WHEREAS**, the COUNTY and CITY, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, are desirous to make certain permanent roadway and non-motorized facility improvements to 14<sup>TH</sup> Street between Illinois Route 131/Green Bay Road and Illinois Route 137/Sheridan Road (an existing municipal extension of COUNTY Highway 78 between Illinois Route 131/Green Bay Road and Jackson Street and existing COUNTY Highway 13 between Victoria Avenue and Illinois Route 137/Sheridan Road); including road reconstruction, construction of a multi-use path, sidewalk, street lighting, watermain and sanitary sewer modifications, signal interconnection and the construction of a modern roundabout at Dugdale Road; and,

**WHEREAS**, the above-listed construction work items, plus any other necessary associated work items, shall hereinafter be referred to as the IMPROVEMENT. The IMPROVEMENT shall also be referred to as COUNTY Section 99-00260-01-WR; and,

**WHEREAS**, the IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by Civiltech Engineering Inc. (hereinafter PLANS), which, by reference herein, hereby become a part hereof. As of this writing, the current iteration of the PLANS are those dated August 10, 2018 (pre-final version); and,

**WHEREAS**, the CITY owns and maintains certain potable water facilities within the project limits in conflict with the proposed IMPROVEMENT, including watermain, hydrants, valves, vaults, services, manholes and other miscellaneous appurtenances (hereinafter WATERMAIN), for which modification is necessary in order to accommodate the construction of the IMPROVEMENT; and,

**WHEREAS**, the CITY owns and maintains certain sanitary sewer facilities within the project limits in conflict with the proposed IMPROVEMENT, including sanitary sewer main, services, manholes and other miscellaneous appurtenances (hereinafter SANITARY SEWER), for which modification is necessary in order to accommodate the construction of the IMPROVEMENT; and,

**WHEREAS**, the CITY is desirous that the COUNTY modifies said CITY-owned WATERMAIN and/or SANITARY SEWER in conflict with the proposed IMPROVEMENT and that this modification work shall be included as part of the IMPROVEMENT as a municipal facility and as detailed in the PLANS, for which the CITY shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, the CITY agrees to televise, provide tapes of said televising to the COUNTY and make any necessary repairs to that portion of the SANITARY SEWER that is proposed to remain under the 14<sup>th</sup> Street pavement from IL Route 131/Green Bay Road to IL Route 137/Sheridan Road (hereinafter SANITARY SEWER MAIN LINE) prior to April 15, 2019; and,

**WHEREAS**, the CITY agrees to line the SANITARY SEWER MAIN LINE in order to ensure a satisfactory condition of the SANITARY SEWER MAIN LINE, and said lining of the SANITARY SEWER MAIN LINE shall be caused to be completed by the CITY either prior to the start of construction of the IMPROVEMENT, currently estimated to be May 1, 2019, or within the 12 months after completion of construction of the IMPROVEMENT, with the completion of construction currently estimated to be November 30, 2020; and,

**WHEREAS**, it is mutually agreed by and between the parties hereto that if the CITY does not complete the televising and necessary repairs to the SANITARY SEWER MAIN LINE prior to April 15, 2019, the COUNTY may choose to have this work performed as part of or in advance of the IMPROVEMENTS, for which the CITY shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, the CITY is desirous that the COUNTY includes the construction of concrete sidewalk along 14<sup>th</sup> Street, inclusive of concrete ramps and/or sidewalk with detectable warnings at intersections (hereinafter SIDEWALK) as part of the IMPROVEMENT, as a municipal facility and as detailed in the PLANS, for which the CITY shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, the CITY is desirous that the COUNTY includes the construction of a multi-use path along 14<sup>th</sup> Street, inclusive of the construction of concrete ramps and/or sidewalk with detectable warnings at intersections (hereinafter MULTI-USE PATH) as part of the IMPROVEMENT, as a municipal facility and as detailed in the PLANS, for which the CITY shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, the CITY is desirous that the COUNTY includes the construction of street lighting, inclusive of light poles, luminaries, foundations, and conduit/unit ducts, and other miscellaneous appurtenances (hereinafter STREET LIGHTING) as part of the IMPROVEMENT, within the CITY corporate limits as a municipal facility and as detailed in the PLANS, for which the CITY shall reimburse the COUNTY as stipulated hereafter; excluding the street lighting necessary for the roundabout at 14<sup>th</sup> Street and Dugdale Road, which shall be a COUNTY facility; and,

**WHEREAS**, the CITY is desirous that the COUNTY includes the construction of a mid-block crossing, (hereinafter MID-BLOCK CROSSING) as part of the IMPROVEMENT, on 14<sup>th</sup> Street east of Carter Court, including the installation of signage, pavement markings and Rapid Rectangular Flashing Beacons, as a municipal facility and as detailed in the PLANS, for which the CITY shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, the CITY WATERMAIN, SANITARY SEWER, SIDEWALK, MULTI-USE PATH, SANITARY SEWER MAIN LINE, STREET LIGHTING, and MID-BLOCK CROSSING shall collectively be known as CITY facilities (hereinafter CITY FACILITIES); and,

**WHEREAS**, the CITY agrees to accept ownership and maintenance responsibility for any of its CITY FACILITIES constructed as part of the IMPROVEMENT, sign a Municipal Utility/Facility Acceptance on a County Highway form (hereinafter MUNICIPAL ACCEPTANCE FORM), or forms as the case may be, and maintain said CITY facilities in accordance with Chapter 91 of the Lake County Code of Ordinances, as amended, and any successor document; and,

**WHEREAS**, the COUNTY and the CITY anticipate the use of federal locally programmed Surface Transportation Program (STP) funds for the IMPROVEMENT as heretofore generally described, which is programmed through the Lake County Council of Mayors; and,

**WHEREAS**, the Lake County Council of Mayors is part of the Chicago Metropolitan Agency for Planning (CMAP), which is the designated metropolitan planning organization for northeastern Illinois, which facilitates distribution of these federal funds; and,

**WHEREAS**, the Illinois Department of Transportation (IDOT) is the implementing agency for STP funding; as such, IDOT will let the IMPROVEMENT. Said STP funding normally covers eighty percent (80%) of the construction and construction engineering supervision costs for federally-eligible items, but the total amount of STP funding to be supplied by IDOT may be fixed; and,

**WHEREAS**, the IMPROVEMENT as heretofore described will be constructed in accordance with the approved plans, specifications, estimates and construction contract, and may include construction items on CITY FACILITIES that may not eligible for federal aid; and,

**WHEREAS**, the COUNTY will furnish construction engineering supervision and cause the IMPROVEMENT to be constructed in accordance with the approved plans, specifications and construction contract, with reimbursement from the CITY as hereinafter stipulated; and,

**WHEREAS**, the COUNTY, upon completion of the IMPROVEMENT, is desirous to assume jurisdiction of and add that segment of 14<sup>th</sup> Street between Illinois Route 131 to Jackson Street, that is currently a municipal extension of COUNTY Highway 78, and that segment of 14<sup>th</sup> Street between Jackson Street and Victoria Avenue, that is currently under CITY jurisdiction, to the COUNTY Highway System as County Highway 78; and,

**WHEREAS**, the CITY is desirous to transfer the jurisdiction of 14<sup>th</sup> Street between Illinois Route 131 and Victoria Avenue to the COUNTY; and,

**WHEREAS**, a project location map indicating the project limits and a concept plan indicating the CITY facilities included in the IMPROVEMENT are attached as EXHIBIT A to THIS AGREEMENT and hereby made a part hereof; and,

**WHEREAS**, a map indicating the limits of the existing municipal extension, limits of the existing COUNTY Highway and limits of the jurisdictional transfer is attached as EXHIBIT B to THIS AGREEMENT and hereby made a part hereof; and,

**WHEREAS**, the parties hereto are each desirous to execute the appropriate IDOT Local Agency Agreement for Jurisdictional Transfer Form necessary to effect the transfer of 14<sup>th</sup> Street between Illinois Route 131 and Victoria Avenue to the COUNTY and to clarify the limits of the existing COUNTY Highway from Victoria Avenue to Illinois Route 137. A draft copy of said Agreement for Jurisdictional Transfer Form and IDOT Jurisdictional Transfer map is attached as EXHIBIT C to THIS AGREEMENT and hereby made a part hereof; and,

**WHEREAS**, the CITY is desirous to enter into an agreement with the COUNTY regarding the costs associated with work performed on CITY FACILITIES and CITY streets as part of the IMPROVEMENT; and,

**WHEREAS**, the estimated division of costs to the parties hereto associated with the IMPROVEMENT are stipulated in the estimate that is attached as EXHIBIT D to THIS AGREEMENT and hereby made a part hereof; and,

**WHEREAS**, said IMPROVEMENT to 14<sup>th</sup> Street as heretofore described will be of immediate benefit to the residents of the COUNTY and the CITY;

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the COUNTY and the CITY do hereby enter into the following:

**SECTION I.  
Recitals/Headings**

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the "headings" as contained in THIS AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

**SECTION II.**

**The Design and Construction of the IMPROVEMENT, CITY Reimbursement to the COUNTY and Maintenance of the CITY FACILITIES**

1. The COUNTY agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the IMPROVEMENT (hereinafter PLANS) in accordance with Lake County Division of Transportation (LCDOT) policies and standards, as approved by IDOT, with reimbursement from the CITY as hereinafter stipulated.

As of this writing, the current PLANS are the prefinal set of plans prepared by Civiltech Engineering, Inc., with a submission date of August 10, 2018. Said PLANS, by reference herein, hereby become a part hereof. The CITY shall have the opportunity to review and approve said PLANS with respect to CITY FACILITIES. Said review and approval of the PLANS by the CITY shall not be unreasonably withheld.

2. It is mutually agreed by and between the parties hereto that the IMPROVEMENT will be let, administered and awarded by IDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is January 18, 2019. (The letting date is subject to change, dependent upon project readiness and the availability of project funding.)
3. The COUNTY agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements, as approved by IDOT, with reimbursement from the CITY as hereinafter stipulated.
4. The COUNTY agrees to prepare, or cause to be prepared, all necessary documents for and acquire any rights-of-way or easements, either permanent or temporary, that may be necessary to construct the IMPROVEMENT, inclusive of any appraisals, plats, deeds and legal descriptions that may be necessary to acquire those rights-of-way or easements, either permanent or temporary. The COUNTY further agrees to record all COUNTY Highway rights-of-way and permanent easements that may be acquired in connection with the IMPROVEMENT.
5. The CITY further agrees to issue permits for all utility relocation work necessary for the construction of the IMPROVEMENT upon mutual CITY and COUNTY review and approval.
6. The CITY agrees to assist with facilitating said WATERMAIN and SANITARY SEWER work with local CITY residents and property owners including providing notice of any temporary water and/or sewer service interruptions.
7. The CITY agrees to televise, provide tapes of said televising to the COUNTY and make any necessary repairs to the SANITARY SEWER MAIN LINE prior to April 15, 2019.

8. It is mutually agreed by and between the parties hereto that if the CITY does not complete the televising and necessary repairs to the SANITARY SEWER MAIN LINE as indicated above, the COUNTY may choose to have this work performed as part of or in advance of the IMPROVEMENTS. This work will not be considered eligible for federal funding and the CITY shall be responsible for one hundred percent (100%) of the costs as hereinafter stipulated.
9. The CITY agrees to line the SANITARY SEWER MAIN LINE in order to ensure a satisfactory condition of the SANITARY SEWER MAIN LINE, and said lining of the SANITARY SEWER MAIN LINE shall be caused to be completed by the CITY either prior to the start of construction of the IMPROVEMENT, currently estimated to be May 1, 2019, or within the twelve (12) months after completion of construction of the IMPROVEMENT, with the completion of construction of the IMPROVEMENT estimated to be November 30, 2020, without reimbursement from the COUNTY. Furthermore, if the lining is to be done after completion of the IMPROVEMENT, the CITY shall need a permit from the COUNTY for said work.

It is further agreed by and between the parties hereto that should the lining of said SANITARY SEWER MAIN LINE not be completed by the end of the twelfth (12<sup>th</sup>) month after the completion of the IMPROVEMENT, currently estimated to be November 30, 2021, the COUNTY may cause this work to be completed and the CITY shall be responsible for one hundred percent (100%) of the costs of said SANITARY SEWER MAIN LINE lining.

10. It is mutually agreed by and between the parties hereto that the COUNTY has prepared the PLANS so as to be eligible for federal funding.
11. If federal funding is available for the WATERMAIN related work (as administered by IDOT), the CITY shall be responsible for one hundred percent (100%) of the costs of the Local Share for the WATERMAIN [the Local Share is commonly equal to twenty percent (20%) of the total cost of Construction, and twenty percent (20%) Construction Engineering Supervision costs related to the WATERMAIN].

The COUNTY recognizes that the CITY has contracted directly with a consultant for the design engineering services for the WATERMAIN work and therefore shall not be responsible for reimbursement to the COUNTY for design engineering costs associated with the WATERMAIN related work as a part of this AGREEMENT.

If federal funding is not available, the CITY shall then be responsible for one hundred percent (100%) of the costs for the WATERMAIN [one hundred percent (100%) of the cost of Construction, and one hundred percent (100%) of the Construction Engineering Supervision costs].

12. If federal funding is available for the SANITARY SEWER related work (as administered by IDOT), exclusive of any work as identified in Section II, Items 7-9 above, the CITY shall be responsible for one hundred percent (100%) of the costs of the Local Share for the SANITARY SEWER [the

Local Share is commonly equal to twenty percent (20%) of the total cost of Construction, one hundred percent (100%) of Design Engineering costs and twenty percent (20%) Construction Engineering Supervision costs related to the SANITARY SEWER].

If federal funding is not available, the CITY shall then be responsible for one hundred percent (100%) of the costs for the SANITARY SEWER [one hundred percent (100%) of the cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of the Construction Engineering Supervision costs].

13. The COUNTY's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS (hereinafter NON-MOTORIZED POLICY), sets forth a standardized cost-sharing arrangement between the COUNTY and municipalities for new municipal sidewalk and multi-use path within COUNTY Highway rights-of-way.
14. The CITY agrees that the sharing of costs for the installation of SIDEWALK, MULTI-USE PATH and MID-BLOCK CROSSING shall be in accordance with the current NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering and construction of the SIDEWALK, MULTI-USE PATH and MID-BLOCK CROSSING, with reimbursement by the CITY in an amount equal to twenty percent (20%) of the engineering and construction costs for the SIDEWALK, MULTI-USE PATH and MID-BLOCK CROSSING, as provided in EXHIBIT D.
15. If federal funding is available for the SIDEWALK, MULTI-USE PATH and MID-BLOCK CROSSING related work (as administered by IDOT), the CITY shall be responsible for twenty percent (20%) of the costs of the Local Share for the Construction and Construction Engineering Supervision of the SIDEWALK, MULTI-USE PATH and MID-BLOCK CROSSING [the Local Share is equal to twenty percent (20%) of the Local Match which is twenty percent (20%) of the total cost of Construction and Construction Engineering Supervision for non-motorized facilities constructed in accordance with the cost sharing arrangement of the current NON-MOTORIZED POLICY on projects that also receive federal STP funds. For this project, the Local Share is equal to four percent (4%) for the SIDEWALK, MULTI-USE PATH and MID-BLOCK CROSSING]. The CITY shall be responsible for twenty percent (20%) of the costs of the Design Engineering for the SIDEWALK, MULTI-USE PATH and MID-BLOCK CROSSING.

If federal funding is not available, the CITY shall then be responsible for twenty percent (20%) of the total costs for the SIDEWALK, MULTI-USE PATH and MID-BLOCK CROSSING.

16. If federal funding is available for the STREET LIGHTING related work (as administered by IDOT), the CITY shall be responsible for one hundred percent (100%) of the costs of the Local Share for the STREET LIGHTING [the Local Share is commonly equal to twenty percent (20%) of the total cost of Construction, one hundred percent (100%) of Design Engineering costs and twenty percent (20%) Construction Engineering Supervision costs related to the STREET LIGHTING].

If federal funding is not available, the CITY shall then be responsible for one hundred percent (100%) of the costs for the STREET LIGHTING.

17. The COUNTY agrees to construct the CITY FACILITIES in accordance with the PLANS, with reimbursement by the CITY as hereinafter specified in Exhibit D.
18. The CITY agrees that its estimated total obligation under THIS AGREEMENT for CITY FACILITIES constructed as a part of the IMPROVEMENT is \$608,642 assuming federal funding is available.
19. The CITY further agrees that upon award of the construction contract, the CITY will pay to the COUNTY amount within thirty (30) days of the receipt of an invoice from the COUNTY after May 1, 2019, an initial payment for part of its obligation for the CITY FACILITIES. It is agreed the CITY shall owe to the COUNTY a lump sum amount based on awarded contract unit prices for (100%) of the construction contract for the WATERMAIN and SANITARY SEWER related items, which may include televising and/or repairs to the SANITARY SEWER MAIN LINE system identified in Section II, Item 7-9 above. At such time, it is estimated that the CITY shall owe to the COUNTY an amount equal to \$328,060, inclusive of televising and repairs to the SANITARY SEWER MAIN LINE identified in Section II, Items 7-9.
20. The CITY further agrees to pay the remaining balance of its obligation for the CITY FACILITIES over a two (2) year period without interest, with fifty percent (50%) of the remaining balance due after May 1<sup>st</sup> 2020 and fifty percent (50%) of the remaining balance due after May 1, 2021 or upon completion of the project whichever is later, within thirty (30) days of the receipt of an invoice from the COUNTY and acceptance of the CITY FACILITIES by the CITY. At such time, it is estimated that the CITY shall owe to the COUNTY a yearly amount equal to \$140,291 in 2020 and 2021. The CITY'S Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the CITY. The COUNTY shall provide the CITY copies of the approved pay estimates related to the CITY FACILITIES.
21. It is mutually agreed that upon completion of the IMPROVEMENT and upon notice from the COUNTY, the CITY FACILITIES within the COUNTY highway right-of-way of 14<sup>th</sup> Street will be owned and maintained, or cause to be maintained, by the CITY in perpetuity without reimbursement by the COUNTY, including any future changes or revisions to the CITY FACILITIES as needed because of operations of the LCDOT. The COUNTY will not have any obligation to operate or maintain said CITY FACILITIES.
22. It is further mutually agreed by and between the parties hereto that the CITY must submit to the COUNTY, for the COUNTY's approval, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by December 1, 2018 for the CITY FACILITIES, the approval of which shall not be unreasonably withheld by the COUNTY. In the event of a conflict between this AGREEMENT and the MUNICIPAL ACCEPTANCE FORM, the terms and conditions of Section IV, Paragraphs 6 and 7 of this AGREEMENT shall prevail unless otherwise specified.
23. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the CITY agrees that the operation and maintenance of the CITY FACILITIES shall be in

accordance with the MUNICIPAL ACCEPTANCE FORM and that the CITY shall perform its maintenance on the CITY FACILITIES within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm, and in accordance with current I.CDOT Traffic Control Standards.

24. The CITY agrees that upon completion of the IMPROVEMENT, the permanent traffic control signals and equipment with interconnect, the emergency vehicle pre-emption system (EVPS) and the combination poles for street lights at the intersection of 14<sup>th</sup> Street and Jackson Street shall become the sole and exclusive property of the COUNTY.

The CITY further agrees that the COUNTY shall have the sole and exclusive right to control, operate, and regulate the sequence and all other aspects of the timing of the permanent traffic control signals and equipment with interconnect and the EVPS.

25. It is mutually agreed by and between the parties hereto that upon the jurisdictional transfer of 14<sup>th</sup> Street from the CITY to the COUNTY, the COUNTY shall assume ownership and operational control of the traffic signals at 14<sup>th</sup> Street and Jackson Street. It is further mutually agreed by and between the parties hereto that the operation and maintenance of the permanent County-Owned Traffic Control Signals shall be in accordance with the Master Agreement Between the County of Lake and the City of North Chicago for Energy Costs, Maintenance Costs and Future Costs Associated with County-Owned Traffic Control Devices dated August 18, 2008 and as amended (TRAFFIC SIGNAL AGREEMENT).
26. The CITY agrees to reimburse the COUNTY for fifty percent (50%) of all costs for the repair, replacement, and maintenance and all other work performed for the traffic control signals and equipment with interconnect, the EVPS and the combination poles for street lights as defined in said amended TRAFFIC SIGNAL AGREEMENT.
27. The COUNTY agrees to maintain, or cause to be maintained, the traffic control signals and equipment with interconnect and the emergency vehicle pre-emption system subject to reimbursement by the CITY as specified in said amended TRAFFIC SIGNAL AGREEMENT.
28. The CITY further agrees to be responsible for one hundred percent (100%) of energy costs, with no reimbursement from the COUNTY, associated with the traffic signals and equipment with interconnect and the EVPS, located at the intersection of 14<sup>th</sup> Street and Jackson Street.
29. It is mutually agreed by and between the parties hereto that from time to time said traffic control signals and equipment, the combination poles for street lights, the EVPS and the interconnect shall require modernization, improvement, revision, replacement, major repairs, upgrading, and/or interconnection with adjoining traffic control signals. The CITY agrees, that upon written notification from the COUNTY's County Engineer (COUNTY ENGINEER), the CITY shall pay fifty percent (50%) of all future costs for said modernization, improvement, revision, upgrading, replacement, major repairs, and/or interconnection as defined in said amended TRAFFIC SIGNAL AGREEMENT.

30. In the event of a conflict between this Agreement and the TRAFFIC SIGNAL AGREEMENT, the terms and conditions of the TRAFFIC SIGNAL AGREEMENT shall control. Any provisions described herein related to the TRAFFIC SIGNAL AGREEMENT are intended solely to be illustrative and not to amend the TRAFFIC SIGNAL AGREEMENT except in the manner allowed by the TRAFFIC SIGNAL AGREEMENT.

**SECTION III.  
Road Name Change**

1. It is mutually agreed by and between the parties hereto that the CITY may name originally and then may change the name of any street, avenue, alley, or other public place within its jurisdiction in accordance with Illinois Compiled Statutes (65 ILCS 5/11-80-19).
2. It is mutually agreed that if the CITY so chooses to change the name of that section of 14<sup>th</sup> street under its jurisdiction within its corporate limits that written notification of the name change shall not be sent until the CITY receives notification from the COUNTY that the contract for the IMPROVEMENT has been awarded so as not to jeopardize the availability of federal funding. It is anticipated the contract award will be in the spring of 2019.
3. The CITY agrees to submit a resolution approving the proposed name change to IDOT's District One Local Roads Engineer and to the COUNTY ENGINEER.
4. The CITY agrees that the required notifications of a road name change be coordinated with the City of Waukegan due to the unique circumstances of the municipal boundary between North Chicago and Waukegan being the centerline of the roadway of 14<sup>th</sup> Street.

The CITY further agrees to compile and send out notifications of the road name change for both the City of Waukegan and the City of North Chicago to maintain consistency and to ensure that the timing of the road name change happens concurrently between the cities to avoid confusion amongst residents and the motoring public.

5. The CITY agrees to complete notification to the Lake County Clerk, the local post office branch, the County Recorder of Deeds, the adjacent property owners of record, local school districts and emergency response personnel, in writing by certified or registered mail, in accordance with Illinois Compiled Statutes (65 ILCS 5/11-80-19).
6. The CITY further agrees to complete such required written notifications prior to the jurisdiction of the road being transferred to the COUNTY.

#### **SECTION IV.**

##### **Jurisdictional Transfer, Permitting and Maintenance of 14<sup>th</sup> Street**

1. The CITY and the COUNTY, by virtue of their powers as set forth in the Illinois Highway Code 605 ILCS 5/5-106, have agreed to a jurisdictional transfer of that segment of 14<sup>th</sup> Street that is currently a municipal extension of COUNTY Highway 78 (Illinois Route 131/Green Bay Road to Jackson Street) and that segment of 14<sup>th</sup> Street between Jackson Street and Victoria Avenue, which is currently under CITY jurisdiction, to complete COUNTY jurisdiction of 14<sup>th</sup> Street between Illinois Route 131/Green Bay Road and Illinois Route 137/Sheridan Road. Said COUNTY Highway shall be known as COUNTY Highway 78.
2. The CITY agrees to pass an ordinance, in accordance with Section 4-409 of the Illinois Highway Code, and the policies and procedures of IDOT, transferring jurisdiction of 14<sup>th</sup> Street between Illinois Route 131 /Green Bay Road and Victoria Avenue to the COUNTY and deleting said section from the municipal road system. The CITY further agrees to execute the appropriate final draft of the IDOT Local Agency Agreement for Jurisdictional Transfer form. A draft copy of the current Local Agency Agreement for Jurisdictional Transfer form is attached to THIS AGREEMENT as Exhibit C.
3. The COUNTY agrees to adopt a resolution, in accordance with Section 4-409 of the Illinois Highway Code, and the policies and procedures of IDOT, adding 14<sup>th</sup> Street between Illinois Route 131/Green Bay Road and Victoria Avenue to the COUNTY highway system, with that piece of 14<sup>th</sup> Street between Illinois Route 131/Green Bay Road and Jackson Street being an existing municipal extension of a COUNTY Highway. The COUNTY further agrees to execute the appropriate final draft of the IDOT Local Agency Agreement for Jurisdictional Transfer form.
4. It is mutually agreed by and between the parties hereto that upon substantial completion of the IMPROVEMENT, approval of the jurisdictional transfer by IDOT and written notification from to the CITY from the COUNTY ENGINEER, the CITY shall retain ownership and maintenance responsibilities for all existing CITY FACILITIES within the 14<sup>th</sup> Street right-of-way from Illinois Route 131/Green Bay Road to Illinois Route 137/Sheridan Road.
5. It is mutually agreed by and between the parties hereto that, as a part of its current maintenance responsibilities for 14<sup>th</sup> Street, the CITY is currently responsible for snow and ice control on 14<sup>th</sup> Street within its corporate limits and the CITY shall continue this responsibility for snow and ice control of 14<sup>th</sup> Street within its corporate limits throughout construction of the IMPROVEMENT. Snow and ice control of 14<sup>th</sup> Street upon completion of the IMPROVEMENT and approval of the Jurisdictional Transfer shall be as stipulated hereafter in THIS AGREEMENT.
6. It is mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, the CITY will retain permitting authority for and shall continue to perform ROUTINE MAINTENANCE along 14<sup>th</sup> Street from Jackson Street to Illinois Route 137/Sheridan Road. ROUTINE MAINTENANCE shall include items such as the removal of debris, removal of graffiti from signage, replacement and/or reinstallation of damaged signage, street sweeping, repair of potholes, minor curb repair, televising and cleaning storm sewer, storm sewer structure

adjustments, and landscaping maintenance (including but not limited to mowing, removal of vegetation obscuring visibility of signs or limiting sight distance at intersections, and keeping areas around signs and other highway appurtenances clear,) snow plowing, ice removal and salting of the roadway. Said ROUTINE MAINTENANCE shall be performed by the CITY without reimbursement from the COUNTY in perpetuity.

7. For the purpose of THIS AGREEMENT, permitting authority for the section of 14<sup>th</sup> Street from Jackson Street to Illinois Route 137/Sheridan Road shall mean and include, but not be limited to, the power to accept applications and grant, deny or grant with conditions permits or approvals for ROUTINE MAINTENANCE, the operation, maintenance, repair and replacement of the CITY FACILITIES, the operation, maintenance, repair and replacement of public utilities, highway access, and temporary road closures. For clarification and not by way of limitation, permit authority shall include the power to grant, deny or grant with conditions the permits and approvals described in Chapter 90 and Chapter 91 of the Lake County Code of Ordinances, as amended, and any successor document. The COUNTY reserves the right of permitting authority for work on COUNTY-owned appurtenances per the COUNTY's "Wireless Telecommunication Facilities Ordinance".

It is further mutually agreed that the CITY shall require permit applicants to comply with all right-of-way dedication requirements as outlined in Chapter 90 of the Lake County Code of Ordinances, as amended, and any successor document, as a condition of access permit approval. The CITY shall work in concert with the COUNTY ENGINEER to determine appropriate right-of-way requirements related to access permits on a site by site basis. The delegation of permit authority from the COUNTY to the CITY for the section of 14<sup>th</sup> Street from Jackson Street to Illinois Route 137/Sheridan Road does not include transference of the COUNTY ENGINEER's authority to review and approve plats of subdivision and plats of dedication along 14<sup>th</sup> Street, as 14<sup>th</sup> Street will be a COUNTY Highway. The COUNTY ENGINEER shall retain authority to review and approve said plats in accordance with 765 ILCS 205/2-3 and to review and approve plats of dedication related to 14<sup>th</sup> Street (COUNTY Highway 78)

8. It is mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, the COUNTY will have permitting authority for and shall perform ROUTINE MAINTENANCE along 14<sup>th</sup> Street from Illinois Route 131/Green Bay Road to Jackson Street upon substantial completion of the IMPROVEMENT, approval of the Jurisdictional Transfer by IDOT and written notification to the CITY from the COUNTY ENGINEER.
9. Upon request from the CITY and City of Waukegan, the COUNTY agrees to enter into good faith negotiations with the CITY and the City of Waukegan to discuss terms and conditions for which the COUNTY would transfer permitting authority and ROUTINE MAINTENANCE to the CITY and City of Waukegan for the section of 14<sup>th</sup> Street from Illinois Route 131/Green Bay Road to Jackson Street. The CITY and the COUNTY represent and warrant that such three-party agreement shall contain terms and conditions which are not inconsistent with SECTION IV.1-7 of THIS AGREEMENT. If no new agreement is approved and executed by and among all parties on or before December 31, 2019, then the County shall retain permitting and ROUTINE MAINTENANCE authority for this section of 14<sup>th</sup> Street.

10. It is further mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, the COUNTY shall perform CAPITAL MAINTENANCE along 14<sup>th</sup> Street from Illinois Route 131/Green Bay Road to Illinois Route 137/Sheridan Road upon approval of the Jurisdictional Transfer of 14<sup>th</sup> Street by IDOT. CAPITAL MAINTENANCE shall include replacing items that have outlived their useful life, and shall include items such as full depth pavement patching, resurfacing, pavement widening, pavement reconstruction, storm sewer removal and replacement, pavement striping, replacement of recessed pavement markers, tree removal upon notice from the CITY due to clear signs of danger (such as disease, split limbs, or excessive lean), and end of life signage replacement without reimbursement from the CITY in perpetuity.

**SECTION V.  
General Provisions**

1. 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 the CITY (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever, or the COUNTY (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the CITY for any purpose or in any manner, whatsoever. The CITY is to be and shall remain independent of the COUNTY, and vice versa, with respect to all services performed under THIS AGREEMENT.
2. 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 COUNTY or the COUNTY ENGINEER to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. 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 provision 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.
4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on December 1, 2018, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to December 1, 2018. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to December 1, 2018, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of

the parties hereto affixes his/her signature.

5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in the Circuit Court of Lake County 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.
6. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, 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.7. 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.
8. 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.
9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party, except as provided for in THIS AGREEMENT.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
11. Except where otherwise provided in THIS AGREEMENT, the term THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both parties.
12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by January 1, 2025.

CITY OF NORTH CHICAGO  
ATTEST:

\_\_\_\_\_  
City Clerk  
City of North Chicago

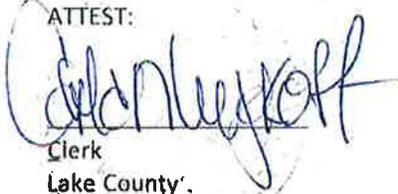
By: \_\_\_\_\_  
Mayor Leon Rockingham Jr. City of  
North Chicago

Date: \_\_\_\_\_

RECOMMENDED FOR EXECUTION

  
\_\_\_\_\_  
Shane Schneider, P.E.  
Director of Transportation/County Engineer

ATTEST:

  
\_\_\_\_\_  
Clerk  
Lake County.

COUNTY OF LAKE

By:   
Interim County Board Chairman

Date: 11/30/18

CITY OF NORTH CHICAGO

ATTEST:

Terri Collins  
City Clerk  
City of North Chicago

By: Leon Rockingham Jr.  
Mayor Leon Rockingham Jr.  
City of North Chicago

Date: 12/3/15

RECOMMENDED FOR EXECUTION

\_\_\_\_\_  
Shane E. Schneider, P.E.  
Director of Transportation/ County Engineer  
Lake County

ATTEST:

\_\_\_\_\_  
Clerk  
Lake County

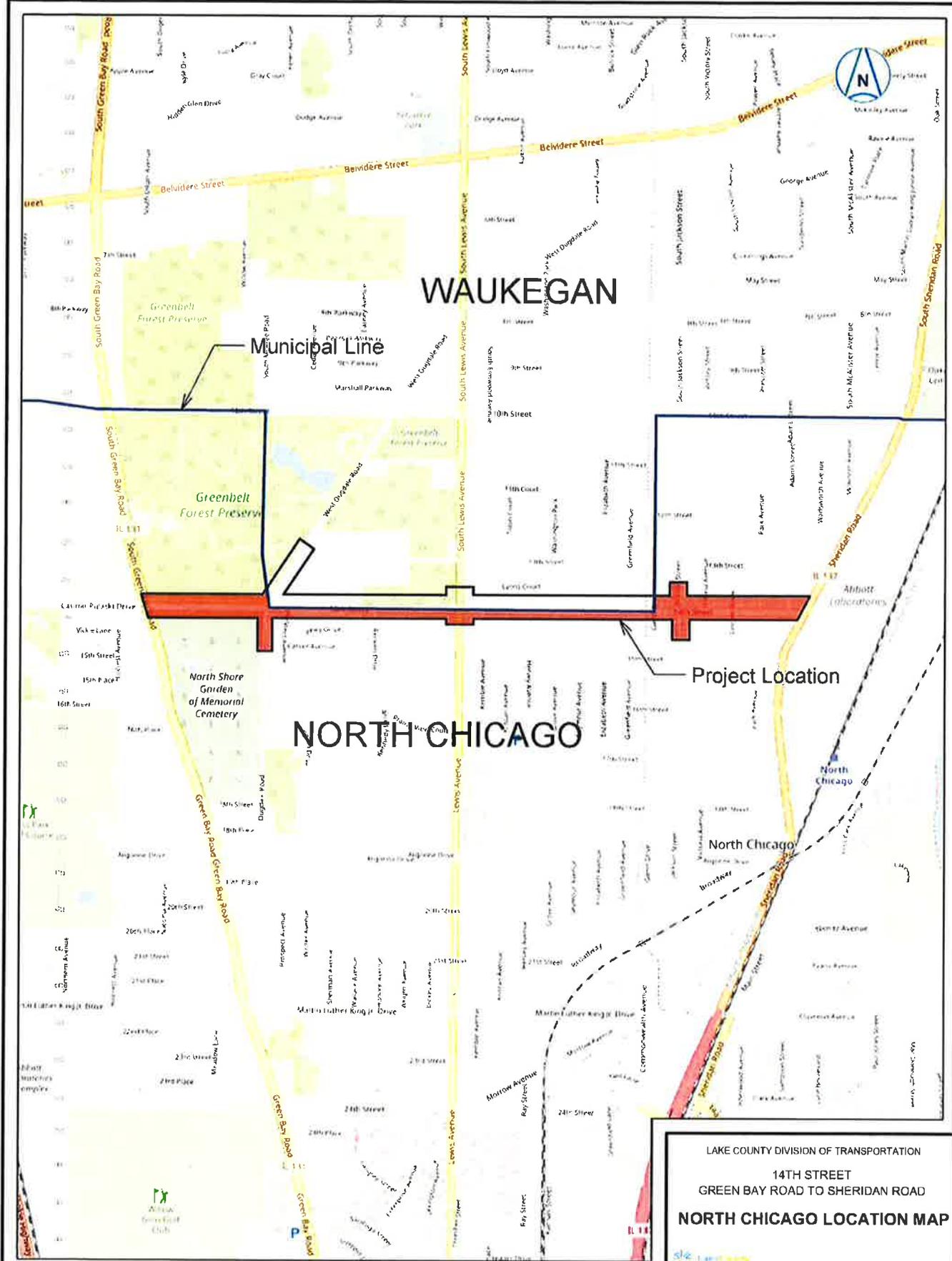
COUNTY OF LAKE

By: \_\_\_\_\_  
Chairman  
Lake County Board

Date: \_\_\_\_\_

**EXHIBIT A**

**DEPICTION OF PROJECT LOCATION,  
AND CITY FACILITIES INCLUDED IN THE IMPROVEMENT**



# WAUKEGAN

# NORTH CHICAGO

Municipal Line

Project Location

LAKE COUNTY DIVISION OF TRANSPORTATION  
 14TH STREET  
 GREEN BAY ROAD TO SHERIDAN ROAD  
**NORTH CHICAGO LOCATION MAP**

Date: 06/21/2018

Scale: N.T.S



MATCH LINE STA 13+75

LAKE COUNTY DIVISION OF TRANSPORTATION  
14TH STREET  
GREEN BAY ROAD TO SHERIDAN ROAD  
**NORTH CHICAGO IGA EXHIBIT**  
**SHEET 1 OF 5**

Date: 06/21/2018 Horiz: 0 Scale: 0 50 100

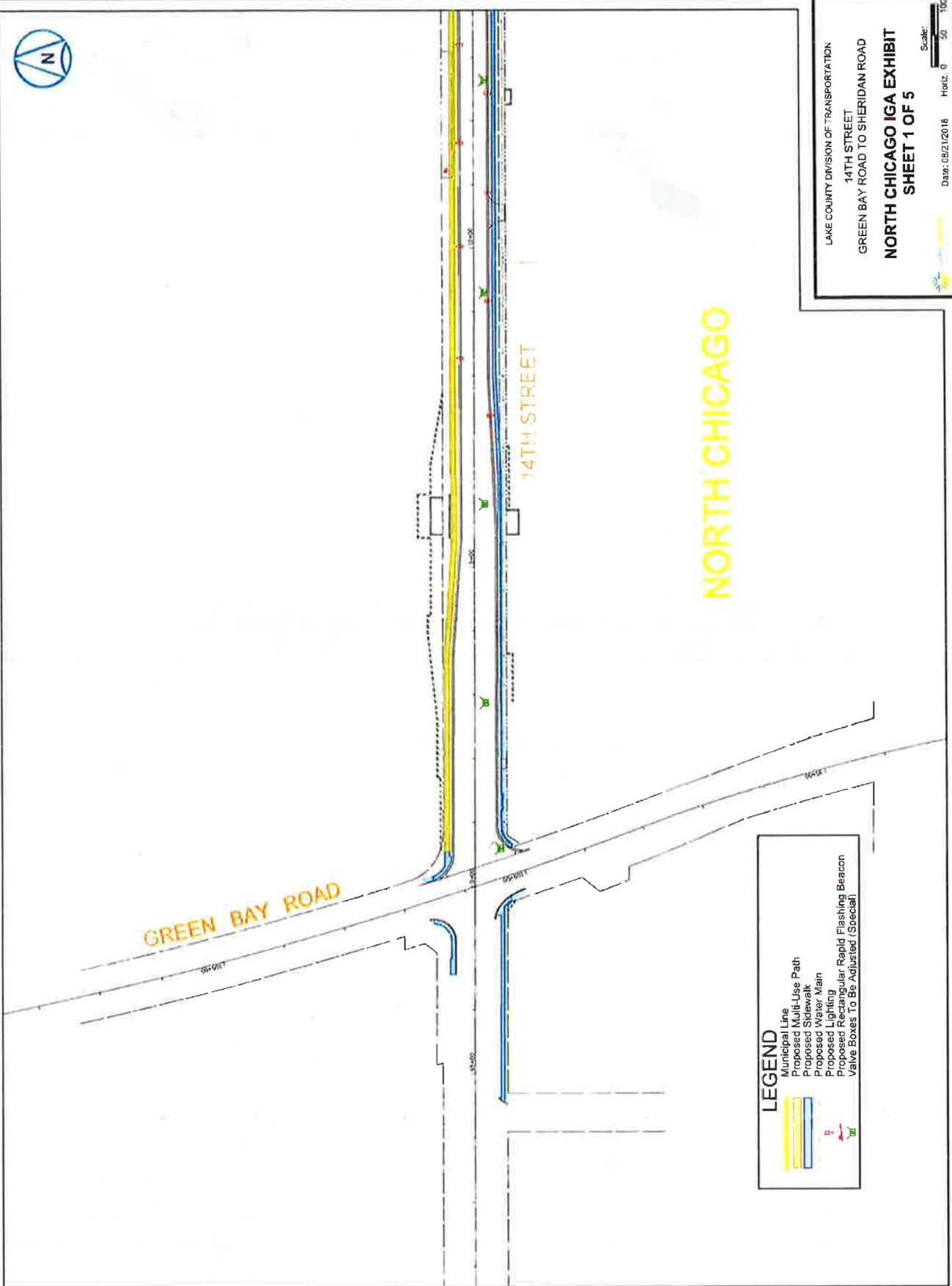
NORTH CHICAGO

14TH STREET

GREEN BAY ROAD

**LEGEND**

- Municipal Line
- Proposed Multi-Use Path
- Proposed Sidewalk
- Proposed Water Main
- Proposed Lighting
- Proposed Rectangular Rapid Flashing Beacon
- Valve Boxes To Be Adjusted (Special)



MATCH LINE STA 33+75

MATCH LINE STA 13+75



WALUKEGAN

NORTH CHICAGO

14TH STREET

DUGDALE ROAD

Rectangular Rapid Flashing Beacon

LEGEND

- Municipal Line
- Proposed Multi-Use Path
- Proposed Sidewalk
- Proposed Water Main
- Proposed Light Pole
- Proposed Rectangular Rapid Flashing Beacon
- Valve Boxes To Be Adjusted (Special)

LAKE COUNTY DIVISION OF TRANSPORTATION  
 14TH STREET  
 GREEN BAY ROAD TO SHERIDAN ROAD  
**NORTH CHICAGO IGA EXHIBIT**  
**SHEET 2 OF 5**

Date: 06/21/2018  
 Scale: 1" = 50' - 100'



MATCH LINE STA 53+75



MATCH LINE STA 33+75

WAUKEGAN

NORTH CHICAGO

LEWIS AVENUE

14TH STREET

**LEGEND**

-  Municipal Line
-  Proposed Multi-Use Path
-  Proposed Sidewalk
-  Proposed Water Main
-  Proposed Lighting
-  Proposed Rectangular Rapid Flashing Beacon
-  Valve Boxes To Be Adjusted (Special)

LAKE COUNTY DIVISION OF TRANSPORTATION  
 14TH STREET  
 GREEN BAY ROAD TO SHERIDAN ROAD  
**NORTH CHICAGO IGA EXHIBIT**  
**SHEET 3 OF 5**

Date: 08/21/2018    Horiz: 0    50    100  
 Scale:

MATCH LINE STA 73+50



JACKSON STREET

14TH STREET

WAUKEGAN

NORTH CHICAGO

MATCH LINE STA 53+75

**LEGEND**

-  Municipal Line
-  Proposed Multi-Use Path
-  Proposed Sidewalk
-  Proposed Light Rail
-  Proposed Rectangular Rapid Flashing Beacon
-  Valve Boxes To Be Adjusted (Special)

LAKE COUNTY DIVISION OF TRANSPORTATION  
 14TH STREET  
 GREEN BAY ROAD TO SHERIDAN ROAD  
**NORTH CHICAGO IGA EXHIBIT**  
**SHEET 4 OF 5**

Date: 06/21/2018  
 Scale: 1" = 50' - 100'  
 Horiz. 0





SHERIDAN ROAD

14TH STREET

NORTH CHICAGO

MATCH LINE STA 73+50

**LEGEND**

-  Municipal Line
-  Proposed Multi-Use Path
-  Proposed Sidewalk
-  Proposed Water Main
-  Proposed Lighting
-  Proposed Rectangular Rapid Flashing Beacon
-  Valve Boxes To Be Adjusted (Special)

LAKE COUNTY DIVISION OF TRANSPORTATION  
 14TH STREET  
 GREEN BAY ROAD TO SHERIDAN ROAD  
**NORTH CHICAGO IGA EXHIBIT**  
**SHEET 5 OF 5**

Date: 08/21/2016    Horiz. 0" = 50'    Vert. 1" = 100'

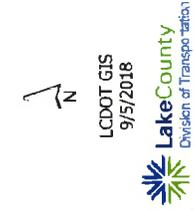
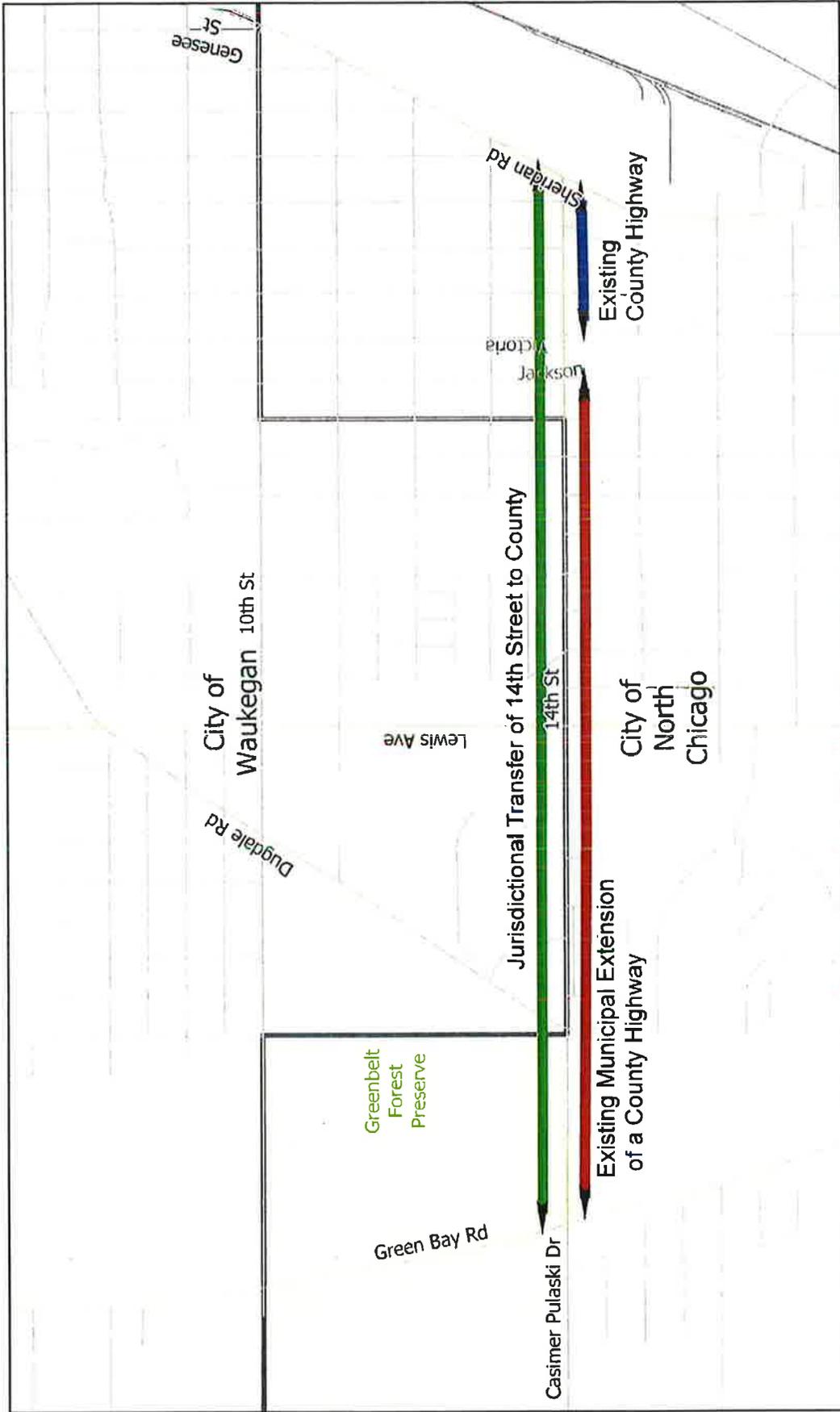


**EXHIBIT B**

**MAP OF LIMITS OF JURISDICTIONAL TRANSFER,  
AND LIMITS OF MUNICIPAL EXTENSION**

# Exhibit B

## Limits of Jurisdictional Transfer and Limits of Existing Municipal Extension



LCDOT GIS  
9/5/2018  
Lake County  
Division of Transportation

**EXHIBIT C**

**LOCAL AGENCY JURISDICTIONAL TRANSFER AGREEMENT**



**Illinois Department  
of Transportation**

**Local Agency Agreement for  
Jurisdictional Transfer**

<b>Local Agency No. 1</b> (Conveyor)	<b>Local Agency No. 2</b> (Recipient)
Municipality: <u>North Chicago</u>	Municipality:
Township/Road District:	Township/Road District:
County:	County: <u>Lake County</u>

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

**Location Description**

Name 14<sup>th</sup> Street Route FAU 1228 & 13 Length 1.43 mi  
 Termini From the east edge of through pavement of IL Route 131 (Green Bay Road) (FAU 2711) easterly to the east edge of CH 13 at Victoria Street at the end of current County jurisdiction in its entirety

This transfer  does  does not include Structure No. N/A

**Include for Municipalities Only**

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

**Include for Counties Only**

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

**Include for Township/Road Districts Only**

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval  \_\_\_\_\_ calendar days after \_\_\_\_\_

**Supplements**

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement Addendum #1 – Location Map, Addendum #2 – County Resolution, Addendum #3 – Municipal Ordinance/Resolution  
 (Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Leon Rockingham, Jr. Name \_\_\_\_\_

Title Mayor Title County Board Chairman  
Chairman County Board/Mayor/Village President/etc. Chairman County Board/Mayor/Village President/etc.

Signature \_\_\_\_\_ Signature \_\_\_\_\_

APPROVED

STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION By: \_\_\_\_\_ Date \_\_\_\_\_  
Director, Office of Planning and Programming



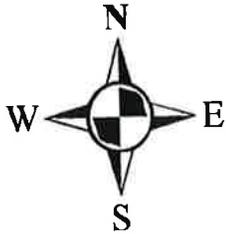
# Illinois Department of Transportation Jurisdictional Transfer

Lake County

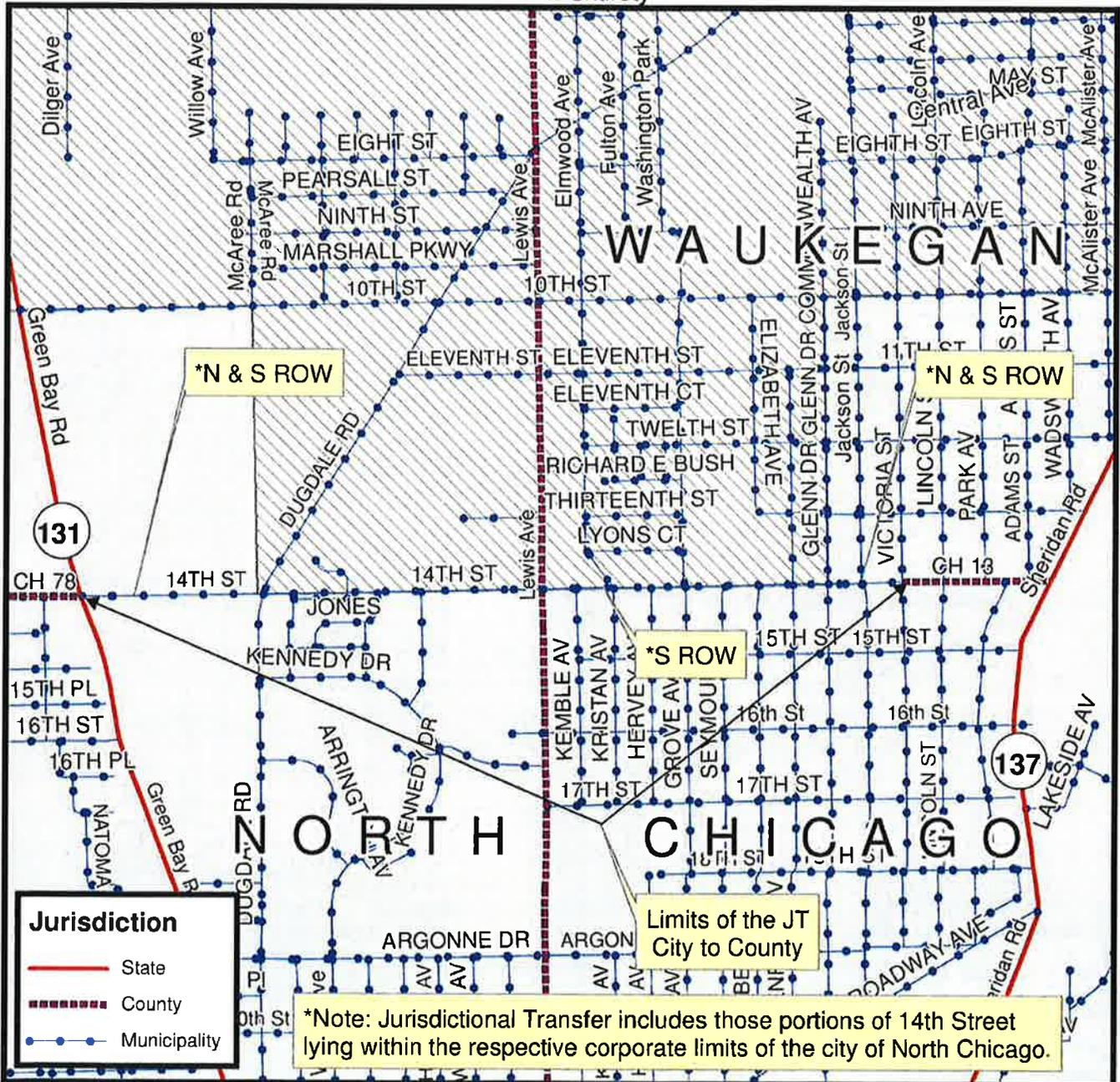
CITY OF NORTH CHICAGO

TO  
LAKE COUNTY

14th STREET (FAU 1228)



From the east edge of pavement of Green Bay Rd (IL 131)  
easterly along 14th Street to the east edge of pavement of  
CH 13 at Victoria Street at the end of county jurisdiction,  
in its entirety





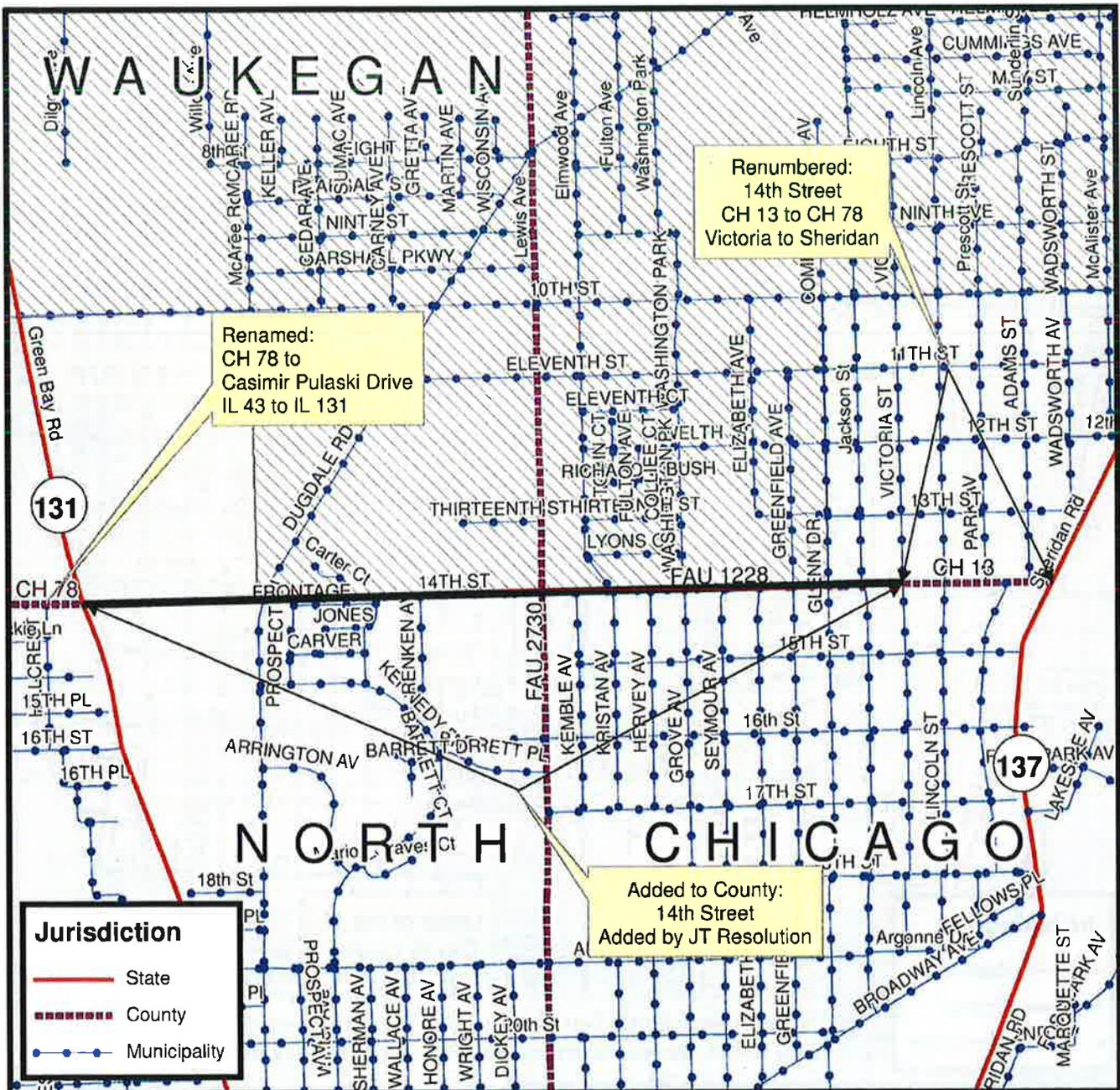
# Illinois Department of Transportation

Lake County

## Changes to: Lake County Highway 78 (A29)



FAU 1228  
Casimir Pulaski Drive  
14th Street



**EXHIBIT D**  
**ESTIMATED DIVISION OF COST**  
**14TH STREET (GREEN BAY ROAD TO SHERIDAN ROAD)**  
**CITY OF NORTH CHICAGO**  
**99-00260-01-WR**

	<b>Total Cost</b>	<b>Federal Share</b>	<b>Lake County Share</b>	<b>North Chicago Share</b>
<b>Lighting</b>				
CONSTRUCTION SUBTOTAL	\$ 1,011,621.00	\$ 809,296.80	\$ -	\$202,324.20
10% Construction Contingency	\$ 101,162.10	\$ 80,929.68	\$ -	\$ 20,232.42
Construction Total	\$ 1,112,783.10	\$ 890,226.48	\$ -	\$ 222,556.62
Phase III Engineering (est. as 10% of Construction Total)	\$ 111,278.31	\$ 89,022.65	\$ -	\$ 22,255.66
Phase II Engineering (est. as 7% of Construction Total)	\$ 77,894.82		\$ 62,315.85	\$ 15,578.96
<b>TOTAL</b>	<b>\$ 1,301,956.23</b>	<b>\$ 979,249.13</b>	<b>\$ 62,315.85</b>	<b>\$ 260,391.25</b>
<b>Non-Motorized Travel</b>				
CONSTRUCTION SUBTOTAL	\$ 392,206.00	\$ 313,764.80	\$ 62,752.96	\$ 15,688.24
10% Construction Contingency	\$ 39,220.60	\$ 31,376.48	\$ 6,275.30	\$ 1,568.82
Construction Total	\$ 431,426.60	\$ 345,141.28	\$ 69,028.26	\$ 17,257.06
Phase III Engineering (est. as 10% of Construction Total)	\$ 43,142.66	\$ 34,514.13	\$ 6,902.83	\$ 1,725.71
Phase II Engineering (est. as 7% of Construction Total)	\$ 30,199.86		\$ 28,991.87	\$ 1,207.99
<b>TOTAL</b>	<b>\$ 504,769.12</b>	<b>\$ 379,655.41</b>	<b>\$ 104,922.95</b>	<b>\$ 20,190.76</b>

<b>Watermain and Sanitary Sewer</b>				
CONSTRUCTION SUBTOTAL	\$ 791,600.00	\$ 633,280.00	\$ -	\$ 158,320.00
10% Construction Contingency	\$ 79,160.00	\$ 63,328.00	\$ -	\$ 15,832.00
Construction Total	\$ 870,760.00	\$ 696,608.00	\$ -	\$ 174,152.00
Phase III Engineering (est. as 10% of Construction Total)	\$ 87,076.00	\$ 69,660.80	\$ -	\$ 17,415.20
Phase II Engineering (est. as 7% of Construction Total)				\$ -
<b>TOTAL</b>	<b>\$ 957,836.00</b>	<b>\$ 766,268.80</b>	<b>\$ -</b>	<b>\$ 191,567.20</b>
<b>Non-Participating (Storm Sewer Cleaning, Sanitary Sewer Main Line Television Inspection and Repair)</b>				
CONSTRUCTION SUBTOTAL	\$ 106,055.00	\$ -	\$ -	\$ 106,055.00
10% Construction Contingency	\$ 10,605.50	\$ -	\$ -	\$ 10,605.50
Construction Total	\$ 116,660.50	\$ -	\$ -	\$ 116,660.50
Phase III Engineering (est. as 10% of Construction Total)	\$ 11,666.05	\$ -	\$ -	\$ 11,666.05
Phase II Engineering (est. as 7% of Construction Total)	\$ 8,166.24			\$ 8,166.24
<b>TOTAL</b>	<b>\$ 136,492.79</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 136,492.79</b>
<b>Grand Total</b>	<b>\$2,901,054.13</b>	<b>\$2,125,173.34</b>	<b>\$167,238.80</b>	<b>\$ 608,642.00</b>



# Lake County Illinois

**Certified Copy**

**resolution: 18-1409**

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**File Number: 18-1409**

Joint resolution authorizing an agreement with the City of North Chicago for the reconstruction of 14th Street, from Illinois Route 131/Green Bay Road to Sheridan Road, the jurisdictional transfer of the portion of 14th Street within the municipal limits of North Chicago, from Illinois Route 131/Green Bay Road to Victoria Avenue, from the City of North Chicago to Lake County, and designated as Section 99-00260-01-WR.

## RESOLUTION

**WHEREAS**, to ensure the free flow of traffic and the safety and welfare of the motoring public, Lake County is desirous of reconstructing and improving 14th Street, from Illinois Route 131/Green Bay Road to Sheridan Road; and

**WHEREAS**, the City of North Chicago owns a watermain and sanitary sewer within the project limits requiring modification; and

**WHEREAS**, the City of North Chicago desires that the County include, as part of the improvement, the construction of a sidewalk, a multi-use path and installation of street lighting; and

**WHEREAS**, 14th Street, from Illinois Route 131/Green Bay Road to Jackson Street, is currently a municipal extension of County Highway 78; and

**WHEREAS**, 14th Street, from Illinois Route 131/Green Bay Road to Victoria Avenue, is currently under the jurisdiction of the City of North Chicago, except for the north half of 14th Street, from west of Dugdale Road to Glenn Drive, which is under the jurisdiction of the City of Waukegan; and

**WHEREAS**, 14th Street, County Highway 13, from Victoria Avenue to Sheridan Road, is a designated route on the County highway system; and

**WHEREAS**, Lake County is desirous of renumbering 14th Street, from Victoria Avenue to Sheridan Road, from County Highway 13 to County Highway 78 to be contiguous with the section to the west; and

**WHEREAS**, the Lake County Board may, by resolution approved by IDOT, designate that 14th Street, from Illinois Route 131/Green Bay Road to Victoria Avenue, is being added to the highway system of Lake County and that said route is identified as County Highway 78, from Illinois Route 131/Green Bay Road to Sheridan Road, in accordance with the provisions of the 605 ILCS 5/4-409; and

**WHEREAS**, the City of North Chicago will retain maintenance and permitting authority over 14th Street, from Jackson Street to Sheridan Road; and

**WHEREAS**, Lake County and the City of North Chicago are desirous of entering into an agreement stating the terms and conditions for watermain and sanitary sewer modifications, construction of a sidewalk and a multi-use path, installation of street lighting, and the jurisdictional transfer of that portion of 14th Street within the municipal limits of the City of North Chicago, from Illinois Route 131/Green Bay Road to Victoria Avenue, from the City of North Chicago to Lake County, a draft copy of which is attached hereto.

**NOW, THEREFORE BE IT RESOLVED** by this Lake County Board, that the County Board Chair, the County Clerk, and the County Engineer of Lake County, Illinois, are authorized, and are hereby directed to enter into an agreement and any amendments, between Lake County and the City of North Chicago stating the terms and conditions for watermain and sanitary sewer modifications, construction of a sidewalk and a multi-use path, installation of street lighting, and the jurisdictional transfer of that portion of 14th Street within the municipal limits of the City of North Chicago, from Illinois Route 131/Green Bay Road to Victoria Avenue, from the City of North Chicago to Lake County.

**BE IT FURTHER RESOLVED** by this Lake County Board that 14th Street, from Illinois Route 131/Green Bay Road easterly to Victoria Avenue, in its entirety, be added to the County Highway System of Lake County and identified as County Highway 78, and that 14th Street, from Victoria Avenue easterly to Sheridan Road, be renumbered from County Highway 13 to County Highway 78, as depicted on the map in attached Exhibits B and C of the agreement, and in accordance with the applicable provisions of the Illinois Highway Code and as approved by IDOT.

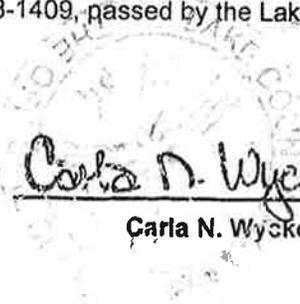
**BE IT FURTHER RESOLVED** that the County Clerk, the County Board Chair and the County Engineer of Lake County are authorized and hereby directed to prepare and transmit whatever information IDOT determines is necessary to document the addition of 14th Street, County Highway 78, from Illinois Route 131/Green Bay Road to Victoria Avenue, in its entirety, to the County Highway System and the renumbering of 14th Street, from Victoria Avenue to Sheridan Road, from County Highway 13 to County Highway 78 in accordance with the provisions of 605 ILCS 5/4-409 of the Illinois Highway Code.

**BE IT FURTHER RESOLVED**, that the County Engineer shall transmit, in writing, the final agreement and any amendments, to be executed by the County Board Chair and the County Clerk.

**DATED** at Waukegan, Illinois, on November 13, 2018.

I, Carla N. Wyckoff, in and for said Lake County, Illinois, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify that this is a true copy of resolution No. 18-1409, passed by the Lake County Board on 11/13/2018.

Attest:



Carla N. Wyckoff

Carla N. Wyckoff

NOV 16 2018

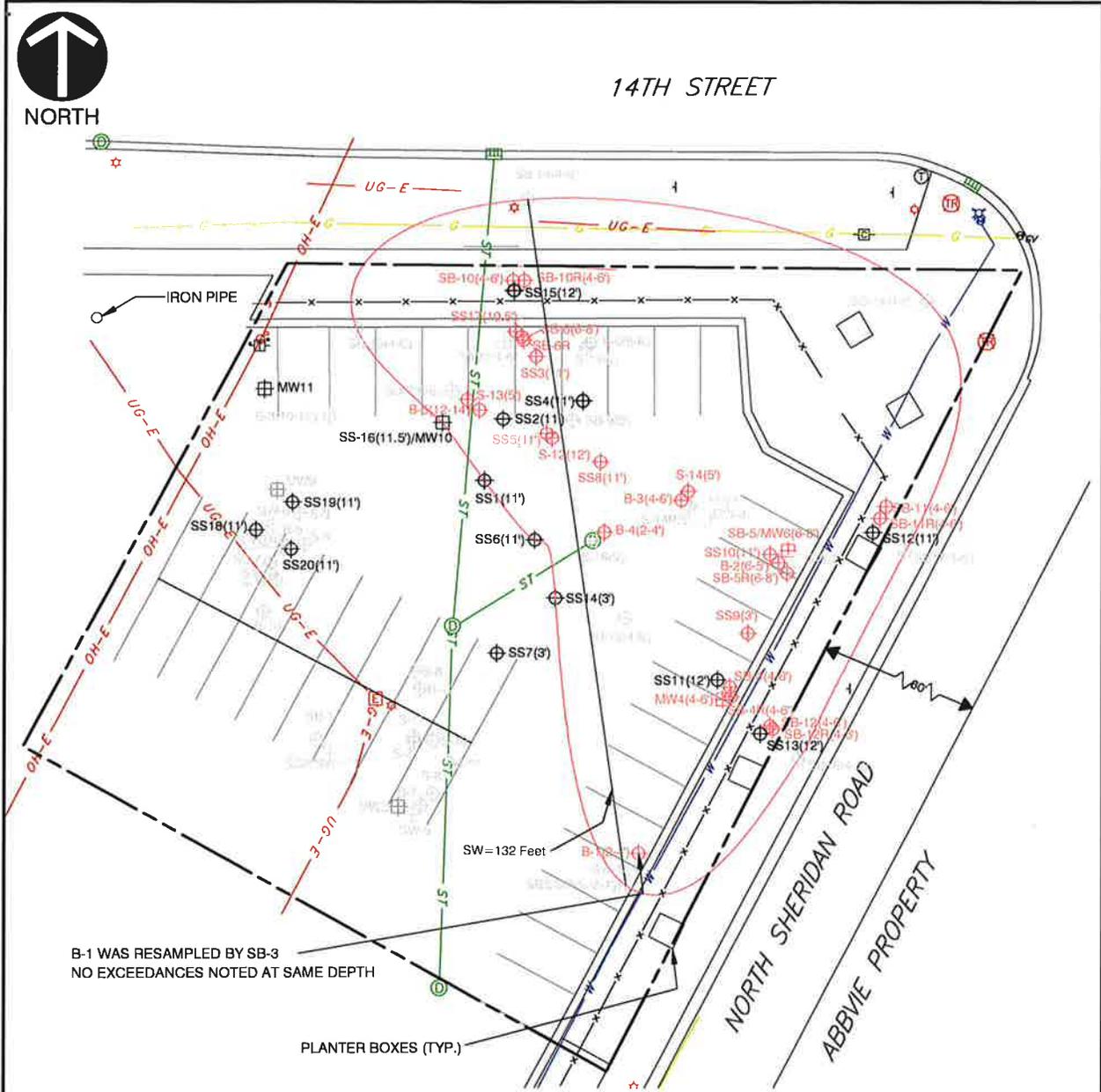
Date Certified

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**Exhibit B**

**Figures 1 and 2**

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B-1 WAS RESAMPLED BY SB-3  
NO EXCEEDANCES NOTED AT SAME DEPTH

PLANTER BOXES (TYP.)

**LEGEND**

	2019 CEC MONITORING WELL		SIGN		PROPERTY LINE
	2019 CEC SOIL BORING (NO EXCEED.)		BOLLARD		UNDERGROUND GAS MAIN
	HISTORICAL SOIL BORING (NO EXCEED.)		FIRE HYDRANT		UNDERGROUND CABLE LINE
	HISTORICAL MONITORING WELL		CABLE PEDESTAL		STORM SEWER LINE
	SOIL BORING WITH EXCEEDANCES		GAS VALVE		WATER MAIN
	ESTIMATED EXTENT OF SOIL CONTAMINATION		TELEPHONE PEDESTAL		OVERHEAD ELECTRIC
	WATER VALVE		TELEPHONE MANHOLE		UNDERGROUND ELECTRIC
	UTILITY POLE		CURB INLET		CHAIN LINK FENCE
	LIGHT POLE		TRAFFIC SIGNAL POLE		CURB
			DRAINAGE MANHOLE		

**NOTES**

- HISTORICAL SOIL BORING AND MONITORING WELL LOCATIONS ARE BASED ON FIELD OBSERVATIONS AND HISTORICAL SITE INVESTIGATION MAPS PREPARED BY OTHERS. CEC RECONCILED ALL AVAILABLE INFORMATION TO PREPARE THIS SITE INVESTIGATION MAP.
- SOIL SAMPLES WERE ALSO COLLECTED AT HISTORICAL MONITORING WELLS MW-1 THROUGH MW-4.
- UTILITIES LOCATION ARE APPROXIMATE.

\*HAND SIGNATURE ON FILE

**REFERENCE**

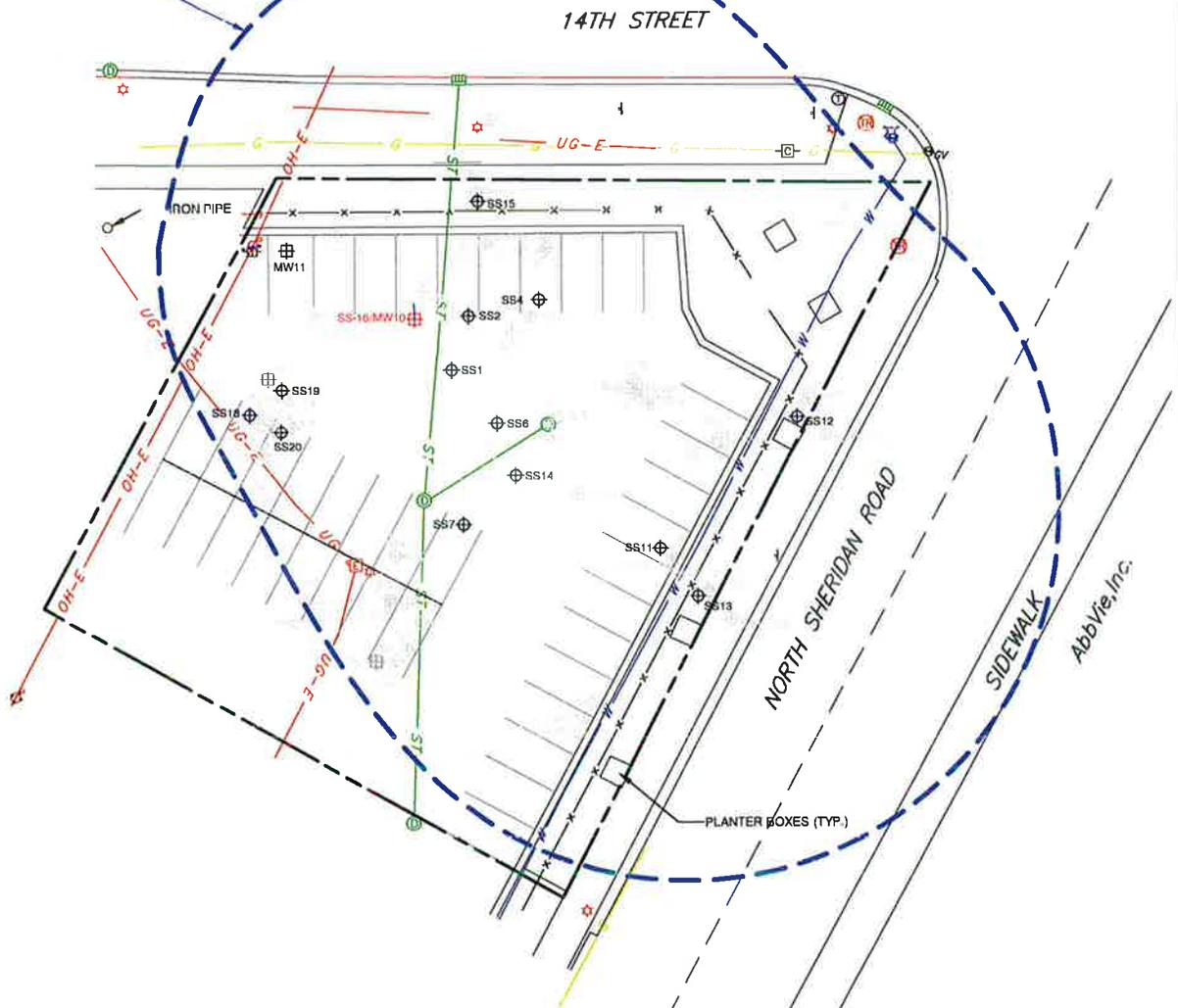
- IMAGE BASED ON SURVEY CONDUCTED BY CEC ON 07/26/2019



 <b>Civil &amp; Environmental Consultants, Inc.</b> 1230 East Diehl Road, Suite 200 - Naperville, IL 60563 630-963-6026 - 877-963-6026 www.ccecinc.com		ABBVIE, INC. FORMER TED WELLS SITE 1410 SHERIDAN ROAD NORTH CHICAGO, ILLINOIS <b>SOIL CONTAMINATION EXTENT MAP</b>	
DRAWN BY: LTA	CHECKED BY: TC	APPROVED BY: BAV*	FIGURE NO.: 1
DATE: 08/15/2019	DWG SCALE: 1"=20'	PROJECT NO: 192-701.0004	



TIER II GROUNDWATER COMPLIANCE DISTANCE



**LEGEND**

	2019 CEC MONITORING WELL		SIGN		PROPERTY LINE
	2019 CEC SOIL BORING		BOLLARD		UNDERGROUND GAS MAIN
	HISTORICAL MONITORING WELL		FIRE HYDRANT		UNDERGROUND CABLE LINE
	HISTORICAL SOIL BORING (NO EXCEED.)		CABLE PEDESTAL		STORM SEWER LINE
	MONITORING WELL WITH EXCEEDANCE		GAS VALVE		WATER MAIN
	ESTIMATED EXTENT OF GROUNDWATER CONTAMINATION BASED ON TIER II MODELING		TELEPHONE PEDESTAL		OVERHEAD ELECTRIC
	WATER VALVE		TELEPHONE MANHOLE		UNDERGROUND ELECTRIC
	UTILITY POLE		CURB INLET		CHAIN LINK FENCE
	LIGHT POLE		TRAFFIC SIGNAL POLE		CURB
			DRAINAGE MANHOLE		

**NOTES**

- HISTORICAL SOIL BORING AND MONITORING WELL LOCATIONS ARE BASED ON FIELD OBSERVATIONS AND HISTORICAL SITE INVESTIGATION MAPS PREPARED BY OTHERS. CEC RECONCILED ALL AVAILABLE INFORMATION TO PREPARE THIS SITE INVESTIGATION MAP.
  - SOIL SAMPLES WERE ALSO COLLECTED AT HISTORICAL MONITORING WELLS MW-1 THROUGH MW-4.
  - UTILITIES LOCATION ARE APPROXIMATE.
- \*HAND SIGNATURE ON FILE

**REFERENCE**

- IMAGE BASED ON SURVEY CONDUCTED BY CEC ON 07/26/2019



 <b>Civil &amp; Environmental Consultants, Inc.</b> 1230 East Diehl Road, Suite 200 - Naperville, IL 60563 630-963-6026 • 677-963-6026 www.cecinc.com		ABBVIE, INC. FORMER TED WELLS SITE 1410 SHERIDAN ROAD NORTH CHICAGO, ILLINOIS <b>GROUNDWATER CONTAMINATION EXTENT MAP                  BASED ON TIER II MODELING</b>	
DRAWN BY: LTA DATE: 12/11/2019	CHECKED BY: TC DWG SCALE: 1"=20'	APPROVED BY: BAV* PROJECT NO: 192-701.0004	FIGURE NO: <b>2</b>

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**Exhibit C**

**Tables**

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**Table 2A**  
**Soil Analytical Results**  
**AbbVie/Ted Wells Service Stations, formerly**  
**1401 North Sheridan, North Chicago, Illinois 60064**

Analyte	Exposure Routes for SROs <sup>1</sup>						Sample Identifier, Sample Date and Results							
	Residential			CW <sup>2</sup>			SS-1 15.5'		SS-2 11'		SS-3 11'		SS-3 15.5'	
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Class I mg/Kg	Class II mg/Kg	06/26/2019 16:00	06/26/2019 16:10	06/26/2019 15:20	06/26/2019 15:45	06/26/2019 13:45	06/26/2019 14:00
BTEX														
Benzene	12	0.8	100	1.6	2,300	2.2	0.03	0.17	< 0.0038	< 0.0062	< 0.0064	< 0.0043	<b>34</b>	< 0.0047
Ethylbenzene	7,800	400	200,000	400	20,000	58	13	19	< 0.0038	< 0.0062	< 0.0064	< 0.0043	< 0.022	< 0.0047
Toluene	16,000	650	410,000	650	410,000	42	12	29	< 0.0038	< 0.0062	< 0.0064	< 0.0043	0.027	< 0.0047
Xylenes, Total	16,000	320	410,000	320	41,000	5.6	1.90	150	< 0.011	< 0.018	< 0.019	< 0.012	< 0.067	< 0.014
Lead, Selenium & pH														
Lead <sup>4</sup>	400	NRO	800	NRO	700	NRO	1C7	1,420	12	13	8.5	12	11	12
Selenium <sup>4</sup>	390	NRO	10,000	NRO	1,000	NRO	2.4	2.4	NA	NA	NA	NA	NA	NA
pH	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NRO	7.77	7.89	7.91	7.94	7.96	7.87

**Notes:**

All values are in milligrams per kilogram (mg/kg).

1 - Exposure Routes for Soil Remediation Objectives (SROs) are based on Title 35 Part 742 Tier 1 Appendix B Table A, C and D.

2 - Industrial Commercial SROs

3 - Construction Worker SROs

4 - Class I and Class II SROs are the most stringent pH-based value for each metal.

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

Results that are Bolded and Shaded indicate that the measured concentration exceeds any one of the SROs. Please refer to the corresponding analytical report for additional information (e.g., data qualifiers, dilution ratios, etc.).

**Table 2A**  
**Soil Analytical Results**  
**AbbVie/Ted Wells Service Stations, formerly**  
**1401 North Sheridan, North Chicago, Illinois 60064**

Analyte	Exposure Routes for SROs <sup>1</sup>										Sample Identifier, Sample Date and Results										
	Residential		IC <sup>2</sup>		CW <sup>3</sup>		Class I		Class II		SS-4 11'		SS-4 15.5'		SS-5 11'		SS-5 15.5'		SS-6 15.5'		
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg
Benzene	12	0.8	100	1.6	2,300	2.2	0.03	0.17	0.03	0.17	< 0.0041	< 0.0050	9.7	< 0.0047	0.014	< 0.0054	< 0.0047	< 0.0047	< 0.0047	< 0.0047	< 0.0054
Ethylbenzene	7,800	400	200,000	400	20,000	58	13	19	13	19	< 0.0041	< 0.0050	< 0.010	< 0.0047	< 0.0042	< 0.0054	< 0.0047	< 0.0047	< 0.0047	< 0.0054	
Toluene	16,000	650	410,000	650	410,000	42	12	29	12	29	< 0.0041	< 0.0050	0.015	< 0.0047	< 0.0042	< 0.0054	< 0.0047	< 0.0047	< 0.0047	< 0.0054	
Xylenes, Total	16,000	320	410,000	320	41,000	5.6	1.50	150	1.50	150	< 0.012	< 0.016	< 0.030	< 0.014	< 0.013	< 0.016	< 0.014	< 0.014	< 0.013	< 0.016	
Lead, Selenium & pH																					
Lead <sup>4</sup>	400	NRO	800	NRO	700	NRO	107	1,420	107	1,420	11	15	12	15	12	15	15	15	12	15	9.2
Selenium <sup>4</sup>	390	NRO	10,000	NRO	1,000	NRO	2.4	2.4	2.4	2.4	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
pH	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NRO	7.51	7.88	8.94	8.03	7.95	8.03	8.03	8.03	7.95	7.95	7.95

**Notes:**

All values are in milligrams per kilogram (mg/kg).

1 - Exposure Routes for Soil Remediation Objectives (SROs) are based on Title 35 Part 742 Tier 1 Appendix B Table A, C and D.

2 - Industrial Commercial SROs

3 - Construction Worker SROs

4 - Class I and Class II SROs are the most stringent pH-based value for each metal.

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

Results that are Bolded and Shaded indicate that the measured concentration exceeds any one of the SROs. Please refer to the corresponding analytical report for additional information (e.g., data qualifiers, dilution ratios, etc.).

**Table 2A**  
**Soil Analytical Results**  
**AbbVie/Ted Wells Service Stations, formerly**  
**1401 North Sheridan, North Chicago, Illinois 60064**

Analyte	Exposure Routes for SROs <sup>1</sup>						Sample Identifier, Sample Date and Results																						
	Residential			I/C <sup>2</sup>			CW <sup>3</sup>			SS-7 3'			SS-8 11'			SS-8 15.5'			SS-9 3'			SS-9 6.5'			SS-9 11'				
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Class I mg/Kg	Class II mg/Kg	Inhalation mg/Kg	06/26/2019 07:25	06/26/2019 10:15	06/26/2019 10:35	06/25/2019 13:50	06/25/2019 14:00	06/25/2019 14:00	06/25/2019 14:00	06/25/2019 14:00	06/25/2019 14:00	06/25/2019 14:00	06/25/2019 14:00	06/25/2019 14:00	06/25/2019 14:00	06/25/2019 14:00	06/25/2019 14:00	06/25/2019 14:00	06/25/2019 14:00			
	BTEX																												
Benzene	12	0.8	100	1.6	2,300	2.2	0.03	0.17	< 0.026	0.22	< 0.0044	68	20	< 0.0044	42														
Ethylbenzene	7,800	400	200,000	400	20,000	58	1.5	19	< 0.026	< 0.0041	< 0.0044	91	29	< 0.0044	1.8														
Toluene	16,000	650	410,000	650	410,000	42	1.2	29	< 0.026	< 0.0041	< 0.0044	8.6	0.76	< 0.0044	0.82														
Xylenes, Total	16,000	320	410,000	320	41,000	5.6	150	150	< 0.079	< 0.012	< 0.013	81	3.3	< 0.013	14														
	Lead, Selenium & pH																												
Lead <sup>4</sup>	400	NRO	800	NRO	700	NRO	107	1,420	18	11	14	35	16	12															
Selenium <sup>4</sup>	390	NRO	10,000	NRO	1,000	NRO	2.4	2.4	NA	NA	NA	NA	NA	NA															
pH	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NRO	8.44	8.65	7.77	7.58	8.45	8.54															

Notes:  
 All values are in milligrams per kilogram (mg/kg).  
 1 - Exposure Routes for Soil Remediation Objectives (SROs) are based on Title 35 Part 742 Tier 1 Appendix B Table A, C and D.  
 2 - Industrial Commercial SROs  
 3 - Construction Worker SROs  
 4 - Class I and Class II SROs are the most stringent pH-based value for each metal.  
 NA = This parameter was not analyzed for this sample.  
 NRO = No Remediation Objective available.  
 Results that are Bolded and Shaded indicate that the measured concentration exceeds any one of the SRCs.  
 Please refer to the corresponding analytical report for additional information (e.g., data qualifiers, dilution ratios, etc.).



**Table 2.A**  
**Soil Analytical Results**  
**AbbVie/Ted Wells Service Stations, formerly**  
**1401 North Sheridan, North Chicago, Illinois 60064**

Analyte	Exposure Routes for SROs <sup>1</sup>						Sample Identifier, Sample Date and Results																	
	Residential			I/C <sup>2</sup>			CW <sup>3</sup>			SS-14 3'			SS-15 12'			SS-16 15.5'			SS-17 10.5'			SS-17 15.5'		
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Class I mg/Kg	Class II mg/Kg	06/26/2019 08:15	06/27/2019 12:30	06/27/2019 09:30	06/27/2019 09:45	06/26/2019 14:35	06/26/2019 14:45							
	BTEX																							
Benzene	12	0.8	100	1.6	2,300	2.2	0.03	0.17	< 0.0053	< 0.0040	< 0.010	< 0.0050	26	< 0.0048										
Ethylbenzene	7,800	400	200,000	400	20,000	58	13	19	< 0.0053	< 0.0040	< 0.010	< 0.0050	0.0084	< 0.0048										
Toluene	16,000	650	410,000	650	410,000	42	12	29	< 0.0053	< 0.0040	< 0.010	< 0.0050	0.032	< 0.0048										
Xylenes, Total	16,000	320	410,000	320	41,000	5.6	130	150	< 0.015	< 0.011	< 0.030	< 0.015	0.016	< 0.015										
	Lead, Selenium & pH																							
Lead <sup>4</sup>	400	NRO	800	NRO	700	NRO	1.77	1,420	12	81	8.4	25	11	12										
Selenium <sup>4</sup>	390	NRO	10,000	NRO	1,000	NRO	2.4	2.4	NA	NA	NA	NA	NA	NA										
pH	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NRO	8.39	8.35	7.97	8.46	8.14	7.31										

**Notes:**

- 1 - Exposure Routes for Soil Remediation Objectives (SROs) are based on Title 35 Part 742 Tier 1 Appendix B Table A, C and D.
  - 2 - Industrial Commercial SROs
  - 3 - Construction Worker SROs
  - 4 - Class I and Class II SROs are the most stringent pH-based value for each metal.
  - NA = This parameter was not analyzed for this sample.
  - NRO = No Remediation Objective available.
- Results that are **Bolded** and **Shaded** indicate that the measured concentration exceeds any one of the SROs. Please refer to the corresponding analytical report for additional information (e.g., data qualifiers, dilution ratios, etc.).

**Table 2A**  
**Soil Analytical Results**  
**AbbVie/Ted Wells Service Stations, formerly**  
**1401 North Sheridan, North Chicago, Illinois 60064**

Analyte	Exposure Routes for SROs <sup>1</sup>						Sample Identifier, Sample Date and Results							
	Residential		IC <sup>2</sup>		CW <sup>3</sup>		SS-18 11'		SS-19 11'		SS-20 11'		SS-20 15.5'	
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Class I mg/Kg	Class II mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg
Benzene	12	0.8	100	1.6	2,300	2.2	0.03	0.17	NA	NA	NA	NA	NA	NA
Ethylbenzene	7,800	400	200,000	400	20,000	58	1.3	19	NA	NA	NA	NA	NA	NA
Toluene	16,000	650	410,000	650	410,000	42	1.2	29	NA	NA	NA	NA	NA	NA
Xylenes, Total	16,000	320	410,000	320	41,000	5.6	1.50	150	NA	NA	NA	NA	NA	NA
	Lead, Selenium & pH													
Lead <sup>4</sup>	400	NRO	800	NRO	700	NRO	1.07	1,420	NA	NA	NA	NA	NA	NA
Selenium <sup>4</sup>	390	NRO	10,000	NRO	1,000	NRO	2.4	2.4	< 0.48	0.64	0.82	1.3	0.79	0.79
pH	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NRO	8.17	7.89	7.94	8.23	7.91	7.91

**Notes:**

All values are in milligrams per kilogram (mg/kg).

1 - Exposure Routes for Soil Remediation Objectives (SROs) are based on Title 35 Part 742 Tier 1 Appendix B Table A, C and D.

2 - Industrial Commercial SROs

3 - Construction Worker SROs

4 - Class I and Class II SROs are the most stringent pH-based value for each metal.

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

Results that are Bolded and Shaded indicate that the measured concentration exceeds any one of the SROs.

Please refer to the corresponding analytical report for additional information (e.g., data qualifiers, dilution ratios, etc.).

**Table 2B**  
**Soil Analytical Results**  
**AbbVie/Ted Wells Service Stations, formerly**  
**1401 North Sheridan, North Chicago, Illinois 60064**

Analyte	Exposure Routes for SROs <sup>1</sup>										Sample Identifier, Sample Date and Results				
	Residential		I/C <sup>2</sup>		CW <sup>3</sup>		Class I		Class II		SS-1 15.5'	SS-2 11'	SS-2 15.5'	SS-3 11'	SS-3 15.5'
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	mg/Kg	mg/Kg	06/26/2019 16:00	06/26/2019 16:10	06/26/2019 15:20	06/26/2019 13:45	06/26/2019 14:00
Acenaphthene	4,700	NR	120,000	NR	NR	NR	NR	NR	NR	NR	< 0.036	< 0.037	< 0.036	< 0.038	< 0.033
Acenaphthylene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.036	< 0.037	< 0.036	< 0.038	< 0.033
Anthracene	23,000	NR	610,000	NR	610,000	NR	NR	12,000	59,000	NR	< 0.036	< 0.037	< 0.036	< 0.038	< 0.033
Benz(a)anthracene	0.9	NR	8	NR	170	NR	NR	2	8	NR	< 0.036	< 0.037	< 0.036	< 0.038	< 0.033
Benz(a)pyrene	0.09	NR	0.8	NR	17	NR	NR	3	82	NR	< 0.036	< 0.037	< 0.036	< 0.038	< 0.033
Benz(b)fluoranthene	0.9	NR	8	NR	170	NR	NR	5	25	NR	< 0.036	< 0.037	< 0.036	< 0.038	< 0.033
Benz(e)fluoranthene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.036	< 0.037	< 0.036	< 0.038	< 0.033
<i>Benzo(g,h,i)perylene</i>	9	NR	78	NR	1,700	NR	NR	49	250	NR	< 0.036	< 0.037	< 0.036	< 0.038	< 0.033
Benzofluoranthene	88	NR	780	NR	17,000	NR	NR	150	800	NR	< 0.036	< 0.037	< 0.036	< 0.038	< 0.033
Chrysene	0.09	NR	0.8	NR	17	NR	NR	2	7.6	NR	< 0.036	< 0.037	< 0.036	< 0.038	< 0.033
Dibenz(a,h)anthracene	3,100	NR	82,000	NR	82,000	NR	NR	4,300	21,000	NR	< 0.036	< 0.037	< 0.036	< 0.038	< 0.033
Fluoranthene	3,100	NR	82,000	NR	82,000	NR	NR	550	2,800	NR	< 0.036	< 0.037	< 0.036	< 0.038	< 0.033
Fluorene	0.9	NR	8	NR	170	NR	NR	14	69	NR	< 0.036	< 0.037	< 0.036	< 0.038	< 0.033
Indeno(1,2,3-cd)pyrene	1,600	170	41,000	270	4,100	1.8	12	18	18	NR	< 0.036	< 0.037	< 0.036	< 0.038	< 0.033
Naphthalene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.036	< 0.037	< 0.036	< 0.038	< 0.033
Phenanthrene	2,300	NR	61,000	NR	61,000	NR	NR	4,200	21,000	NR	< 0.036	< 0.037	< 0.036	< 0.038	< 0.033
Pyrene											< 0.036	< 0.037	< 0.036	< 0.038	< 0.033

**Notes:**

- All results are in milligrams per kilogram (mg/kg).
- 1 - Exposure Routes for Soil Remediation Objectives (SROs) are based on Title 35 Part 742 Tier 1 Appendix B Table A, C and D.
- 2 - Industrial Commercial SROs
- 3 - Construction Worker SROs
- NA = This parameter was not analyzed for this sample.
- NRO = No Remediation Objective available.
- Results that are Bolded and Shaded indicate that the measured concentration exceeds any one of the SROs.
- Estimated results that are between the MDL and RL (J flags) may be reported but are not indicated with a flag.
- Please refer to the corresponding analytical report for additional information (e.g., data qualifiers, dilution ratios, etc.).
- Non TACO analytes are italicized and limits are based on the Illinois EPA Toxicity Assessment Unit Oct 30, 2012.

**Table 2B**  
**Soil Analytical Results**  
**AbbVie/Ted Wells Service Stations, formerly**  
**1401 North Sheridan, North Chicago, Illinois 60064**

Analyte	Exposure Routes for SROs <sup>1</sup>										Sample Identifier, Sample Date and Results					
	Residential		I/C <sup>2</sup>		CW <sup>3</sup>		Class I mg/Kg	Class II mg/Kg	SS-4 11' 06/26/2019 16:15	SS-4 15.5' 06/26/2019 16:35	SS-5 11' 06/26/2019 12:50	SS-5 15.5' 06/26/2019 13:10	SS-6 11' 06/26/2019 09:00	SS-6 15.5' 06/26/2019 09:25		
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg										
Acenaphthene	4,700	NR	120,000	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	
Acenaphthylene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	
Anthracene	23,000	NR	610,000	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	
Benzo(a)anthracene	0.9	NR	8	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	
Benzo(a)pyrene	0.09	NR	0.8	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	
Benzo(b)fluoranthene	0.9	NR	8	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	
Benzo(g,h,i)perylene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	
Benzo(k)fluoranthene	9	NR	78	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	
Chrysene	88	NR	780	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	
Dibenz(a,h)anthracene	0.09	NR	0.8	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	
Fluoranthene	3,100	NR	82,000	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	
Fluorene	3,100	NR	82,000	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	
Indeno(1,2,3-cd)pyrene	0.9	NR	8	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	
Naphthalene	1,600	170	41,000	270	4,100	1.8	12	18	NR	NR	NR	NR	NR	NR	NR	
Phenanthrene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	
Pyrene	2,300	NR	61,000	NR	61,000	NR	4,200	21,000	NR	NR	NR	NR	NR	NR	NR	

**Notes:**

All results are in milligrams per kilogram (mg/kg).

1 - Exposure Routes for Soil Remediation Objectives (SROs) are based on Title 35 Part 742 Tier 1 Appendix B Table A, C and D.

2 - Industrial Commercial SROs

3 - Construction Worker SROs

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

Results that are Bolded and Shaded indicate that the measured concentration exceeds any one of the SROs.

Estimated results that are between the MDL and RL (J flags) may be reported but are not indicated with a flag.

Please refer to the corresponding analytical report for additional information (e.g., data qualifiers, dilution ratios, etc.).

Non TACO analytes are italicized and limits are based on the Illinois EPA Toxicity Assessment Unit Oct 30, 2012.

**Table 2B**  
**Soil Analytical Results**  
**AbbVie/Ted Wells Service Stations, formerly**  
**1401 North Sheridan, North Chicago, Illinois 60064**

Analyte	Exposure Routes for SROs <sup>1</sup>										Sample Identifier, Sample Date and Results					
	Residential		i/C <sup>2</sup>		CW <sup>3</sup>		Class I		Class II		SS-7 3'	SS-B 11'	SS-B 15.5'	SS-9 3'	SS-9 6.5'	SS-9 11'
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	06/26/2019 07:25	06/26/2019 10:15	06/26/2019 10:35	06/25/2019 13:50	06/25/2019 14:00	06/25/2019 14:05
Acenaphthene	4,700	NR	120,000	NR	NR	NR	NR	NR	NR	NR	0.37	< 0.036	< 0.035	< 0.037	< 0.038	< 0.038
Acenaphthylene	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.039	< 0.036	< 0.035	< 0.037	< 0.037	< 0.038	< 0.038
Anthracene	23,000	NR	610,000	NR	610,000	NR	12,000	59,000	NR	0.18	< 0.036	< 0.035	< 0.037	< 0.037	< 0.038	< 0.038
Benz(a)anthracene	0.9	NR	8	NR	170	NR	2	8	NR	< 0.039	< 0.036	< 0.035	< 0.037	< 0.037	< 0.038	< 0.038
Benz(a)pyrene	0.09	NR	0.8	NR	17	NR	8	82	NR	< 0.039	< 0.036	< 0.035	< 0.037	< 0.037	< 0.038	< 0.038
Benz(b)fluoranthene	0.9	NR	8	NR	170	NR	5	25	NR	< 0.039	< 0.036	< 0.035	< 0.037	< 0.037	< 0.038	< 0.038
Benz(g,h,i)perylene	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.039	< 0.036	< 0.035	< 0.037	< 0.037	< 0.038	< 0.038
Benz(k)fluoranthene	9	NR	78	NR	1,700	NR	49	250	NR	< 0.039	< 0.036	< 0.035	< 0.037	< 0.037	< 0.038	< 0.038
Chrysene	88	NR	780	NR	17,000	NR	160	800	NR	< 0.039	< 0.036	< 0.035	< 0.037	< 0.037	< 0.038	< 0.038
Dibenz(a,h)anthracene	0.09	NR	0.8	NR	17	NR	2	7.6	NR	< 0.039	< 0.036	< 0.035	< 0.037	< 0.037	< 0.038	< 0.038
Fluoranthene	3,100	NR	82,000	NR	82,000	NR	4,300	21,000	NR	0.044	< 0.036	< 0.035	< 0.037	< 0.037	< 0.038	< 0.038
Fluorene	3,100	NR	82,000	NR	82,000	NR	560	2,800	NR	0.76	< 0.036	< 0.035	< 0.037	< 0.037	< 0.038	< 0.038
Indeno(1,2,3-cd)pyrene	0.9	NR	8	NR	170	NR	1.4	69	NR	< 0.039	< 0.036	< 0.035	< 0.037	< 0.037	< 0.038	< 0.038
Naphthalene	1,600	170	41,000	270	4,100	1.8	12	18	NR	< 0.039	< 0.036	< 0.035	< 0.037	0.43	< 0.038	< 0.038
Phenanthrene	NR	NR	NR	NR	NR	NR	NR	NR	NR	1.6	< 0.036	< 0.035	< 0.037	< 0.037	< 0.038	< 0.038
Pyrene	2,300	NR	61,000	NR	61,000	NR	4,200	21,000	NR	0.15	< 0.036	< 0.035	< 0.037	< 0.037	< 0.038	< 0.038

**Notes:**  
 All results are in milligrams per kilogram (mg/kg).  
 1 - Exposure Routes for Soil Remediation Objectives (SROs) are based on Title 35 Part 742 Tier 1 Appendix B Table A, C and D.  
 2 - Industrial Commercial SROs  
 3 - Construction Worker SROs  
 NA = This parameter was not analyzed for this sample.  
 NRO = No Remediation Objective available.  
 Results that are Bolded and Shaded indicate that the measured concentration exceeds any one of the SROs.  
 Estimated results that are between the MDL and RL (J flags) may be reported but are not indicated with a flag.  
 Please refer to the corresponding analytical report for additional information (e.g., data qualifiers, dilution ratios, etc.).  
 Non TACO analytes are italicized and limits are based on the Illinois EPA Toxicity Assessment Unit Oct 30, 2012.

**Table 2B**  
**Soil Analytical Results**  
**AbbVie/Ted Wells Service Stations, formerly**  
**1401 North Sheridan, North Chicago, Illinois 60064**

Analyte	Exposure Routes for SROs <sup>1</sup>										Sample Identifier, Sample Date and Results					
	Residential		IIC <sup>2</sup>		CW <sup>3</sup>		Class I		Class II		SS-9 15.5'	SS-10 11'	SS-10 15.5'	SS-11 12'	SS-12 11'	SS-13 12'
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	mg/Kg	mg/Kg	06/25/2019 14:10	06/25/2019 15:00	06/25/2019 15:25	06/25/2019 13:00	06/27/2019 13:30	06/27/2019 14:30
Acenaphthene	4,700	NR	120,000	NR	NR	NR	NR	NR	NR	NR	< 0.035	< 0.037	< 0.038	< 0.035	< 0.036	< 0.035
Acenaphthylene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.035	< 0.037	< 0.038	< 0.035	< 0.036	< 0.035
Anthracene	23,000	NR	610,000	NR	NR	NR	NR	NR	NR	NR	< 0.035	0.038	< 0.038	< 0.035	< 0.036	< 0.035
Benz(a)anthracene	0.9	NR	8	NR	NR	NR	NR	NR	NR	NR	< 0.035	0.066	< 0.038	< 0.035	< 0.036	< 0.035
Benz(a)pyrene	0.09	NR	0.8	NR	NR	NR	NR	NR	NR	NR	< 0.035	0.054	< 0.038	< 0.035	< 0.036	< 0.035
Benz(b)fluoranthene	0.9	NR	8	NR	NR	NR	NR	NR	NR	NR	< 0.035	0.055	< 0.038	< 0.035	< 0.036	< 0.035
Benz(g,h,i)perylene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.035	0.041	< 0.038	< 0.035	< 0.036	< 0.035
Benz(k)fluoranthene	9	NR	78	NR	NR	NR	NR	NR	NR	NR	< 0.035	0.045	< 0.038	< 0.035	< 0.036	< 0.035
Chrysene	88	NR	780	NR	NR	NR	NR	NR	NR	NR	< 0.035	0.072	< 0.038	< 0.035	< 0.036	< 0.035
Dibenz(a,h)anthracene	0.09	NR	0.8	NR	NR	NR	NR	NR	NR	NR	< 0.035	< 0.037	< 0.038	< 0.035	< 0.036	< 0.035
Fluoranthene	3,100	NR	82,000	NR	NR	NR	NR	NR	NR	NR	< 0.035	0.15	< 0.038	< 0.035	< 0.036	< 0.035
Fluorene	3,100	NR	82,000	NR	NR	NR	NR	NR	NR	NR	< 0.035	0.050	< 0.038	< 0.035	< 0.036	< 0.035
Indeno(1,2,3-cd)pyrene	0.9	NR	8	NR	NR	NR	NR	NR	NR	NR	< 0.035	< 0.037	< 0.038	< 0.035	< 0.036	< 0.035
Naphthalene	1,600	170	41,000	270	4,100	1.8	12	18	NR	NR	< 0.035	0.095	< 0.038	< 0.035	< 0.036	< 0.035
Phenanthrene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.035	0.18	< 0.038	< 0.035	< 0.036	< 0.035
Pyrene	2,300	NR	61,000	NR	NR	NR	NR	NR	NR	NR	< 0.035	0.12	< 0.038	< 0.035	< 0.036	< 0.035

Notes:  
 All results are in milligrams per kilogram (mg/kg).  
 1 - Exposure Routes for Soil Remediation Objectives (SROs) are based on Title 35 Part 742 Tier 1 Appendix B Table A, C and D.  
 2 - Industrial Commercial SROs  
 3 - Construction Worker SROs  
 NA = This parameter was not analyzed for this sample.  
 NRO = No Remediation Objective available.  
 Results that are Bolded and Shaded indicate that the measured concentration exceeds any one of the SROs.  
 Estimated results that are between the MDL and RL (J flags) may be reported but are not indicated with a flag.  
 Please refer to the corresponding analytical report for additional information (e.g., data qualifiers, dilution ratios, etc.).  
 Non TACO analytes are italicized and limits are based on the Illinois EPA Toxicity Assessment Unit Oct 30, 2012.

**Table 2B**  
**Soil Analytical Results**  
**AbbVie/Ted Wells Service Stations, formerly**  
**1401 North Sberidan, North Chicago, Illinois 60064**

Analyte	Exposure Routes for SROs <sup>1</sup>													
	Residential		IC <sup>2</sup>		CW <sup>3</sup>		Sample Identifier, Sample Date and Results							
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Class I mg/Kg	Class II mg/Kg	SS-14 3'	SS-15 12'	SS-16 11.5'	SS-16 15.5'	SS-17 10.5'	SS-17 15.5'
Acenaphthene	4,700	NR	120,000	NR	NR	NR	570	2,900	06/26/2019 08:15	06/27/2019 12:30	06/27/2019 09:30	06/27/2019 09:45	06/28/2019 14:35	06/26/2019 14:45
Acenaphthylene	NR	NR	NR	NR	NR	NR	NR	NR	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039	< 0.039
Anthracene	23,000	NR	610,000	NR	NR	NR	12,000	59,000	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039	< 0.039
Benzo(a)anthracene	0.9	NR	8	NR	NR	NR	2	8	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039	< 0.039
Benzo(a)pyrene	0.09	NR	0.8	NR	NR	NR	8	82	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039	< 0.039
Benzo(b)fluoranthene	0.9	NR	8	NR	NR	NR	5	25	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039	< 0.039
Benzo(k)fluoranthene	NR	NR	NR	NR	NR	NR	NR	NR	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039	< 0.039
Benzo(e,h)perylene	9	NR	78	NR	NR	NR	49	250	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039	< 0.039
Chrysene	88	NR	780	NR	NR	NR	160	800	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039	< 0.039
Dibenz(a,h)anthracene	0.09	NR	0.8	NR	NR	NR	2	7.6	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039	< 0.039
Fluoranthene	3,100	NR	82,000	NR	NR	NR	4,300	21,000	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039	< 0.039
Fluorene	3,100	NR	82,000	NR	NR	NR	560	2,800	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039	< 0.039
Indeno(1,2,3-cd)pyrene	0.9	NR	8	NR	NR	NR	4	69	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039	< 0.039
Naphthalene	1,600	170	41,000	270	NR	NR	1.8	18	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039	< 0.039
Phenanthrene	NR	NR	NR	NR	NR	NR	NR	NR	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039	< 0.039
Pyrene	2,300	NR	61,000	NR	NR	NR	4,200	21,000	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039	< 0.039

**Notes:**

All results are in milligrams per kilogram (mg/kg).

- 1 - Exposure Routes for Soil Remediation Objectives (SROs) are based on Title 35 Part 742 Tier 1 Appendix B Table A, C and D.
- 2 - Industrial Commercial SROs
- 3 - Construction Worker SROs

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

Results that are Bolded and Shaded indicate that the measured concentration exceeds any one of the SROs.

Estimated results that are between the MDL and RL (J flags) may be reported but are not indicated with a flag.

Please refer to the corresponding analytical report for additional information (e.g., data qualifiers, dilution ratios, etc.).

Non TACO analytes are italicized and limits are based on the Illinois EPA Toxicity Assessment Unit Oct 30, 2012.

**Table 3A**  
**Groundwater Analytical Results**  
**AbbVie/Ted Wells Service Stations, formerly**  
**1401 North Sheridan, North Chicago, Illinois 60064**

Analyte	Exposure Routes for GROs <sup>1</sup>										Sample Identifier, Sample Date and Results					
	Ingestion					Indoor Inhalation (Diffusion & Advection)					Indoor Inhalation (Diffusion Only)					MW-11
	Class I	Class II	Residential	Industrial	Industrial	Residential	Industrial	Industrial	Residential	Industrial	Industrial	MW-3	MW-10	10/29/2019 12:00		
	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	06/28/2019 15:30	06/28/2019 16:00			
Benzene	0.005	0.025	0.11	0.41	0.41	0.41	2.6	< 0.0050	< 0.0050	<b>0.015</b>	< 0.0050	< 0.0050	< 0.0050			
Ethylbenzene	0.7	1.0	0.37	1.4	1.3	8.1	0.055	< 0.0050	< 0.0050	0.055	< 0.0050	< 0.0050	< 0.0050			
Toluene	1.0	2.5	530	530	530	530	530	< 0.0050	< 0.0050	< 0.0050	< 0.0050	< 0.0050	< 0.0050			
Xylenes, Total	10.0	10.0	30	93	96	110	< 0.015	< 0.015	< 0.015	< 0.015	< 0.015	< 0.015	< 0.015			
Lead	0.0075	0.1	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NA	NA	< 0.0020	NA			

**Notes:**

All values are milligrams per liter (mg/L)

1 - Exposure Routes for Groundwater Remediation Objectives (GROs) are based on Title 35 Part 742 Tier 1 Appendix B Table E, H & I.

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

Results that are Bolded and Shaded indicate that the measured concentration exceeds any one of the GROs.

**Table 3B**  
**Groundwater Analytical Results**  
**AbbVie/Ted Wells Service Stations, formerly**  
**1401 North Sheridan, North Chicago, Illinois 60064**

Analyte	Exposure Routes for GROs										Sample Identifier, Sample Date and Results	
	Ingestion		Indoor Inhalation (Diffusion & Advection)		Indoor Inhalation (Diffusion Only)							
	Class I mg/L	Class II mg/L	Residential mg/L	Industrial mg/L	Residential mg/L	Industrial mg/L	Residential	Industrial	MW-3	MW-10	06/28/2019 15:30	06/28/2019 16:00
Acenaphthene	0.42	2.1	NRO	NRO	NRO	NRO	NRO	NRO	NA	NA		< 0.0010
Acenaphthylene	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NA	NA		< 0.0010
Anthracene	2.1	10.5	NRO	NRO	NRO	NRO	NRO	NRO	NA	NA		< 0.0010
Benz(a)anthracene	0.00013	0.00065	NRO	NRO	NRO	NRO	NRO	NRO	NA	NA		< 0.00010
Benzo(a)pyrene	0.0002	0.002	NRO	NRO	NRO	NRO	NRO	NRO	NA	NA		< 0.00010
Benzo(b)fluoranthene	0.00018	0.0009	NRO	NRO	NRO	NRO	NRO	NRO	NA	NA		< 0.00010
Benzo(g,h,i)perylene	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NA	NA		< 0.0010
Benzo(k)fluoranthene	0.00017	0.00085	NRO	NRO	NRO	NRO	NRO	NRO	NA	NA		< 0.00010
Chrysene	0.0015	0.0075	NRO	NRO	NRO	NRO	NRO	NRO	NA	NA		< 0.00010
Dibenz(a,h)anthracene	0.0003	0.0015	NRO	NRO	NRO	NRO	NRO	NRO	NA	NA		< 0.00010
Fluoranthene	(GROs) are based on the measure	1.4	NRO	NRO	NRO	NRO	NRO	NRO	NA	NA		< 0.0010
Fluorene	0.28	1.4	NRO	NRO	NRO	NRO	NRO	NRO	NA	NA		< 0.0010
Indeno(1,2,3-cd)pyrene	Remediation Objective at the measure	0.00215	NRO	NRO	NRO	NRO	NRO	NRO	NA	NA		< 0.00010
Naphthalene		0.22	0.075	0.32	1.8	1.3			NA	NA		< 0.0010

**Notes:**

All values are in milligrams per liter (mg/L).

1 - Exposure Routes for Groundwater Remediation Objectives (GROs) are based on Title 35 Part 742 Tier 1 Appendix B Table E, H & I.

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

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**Exhibit D**

**HAA Area Map**

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**Exhibit E**

**DOT Highway Right-of-Way Performance Bond #**

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**DOT Highway Right-of-Way Performance Bond #**

(SURETY COMPANY LETTERHEAD)

Attention: Lake County Division of Transportation  
County Engineer  
600 Winchester Road  
Libertyville, IL 60048

Beneficiary: Lake County Treasurer

Re: Supplemental Highway Authority Agreement  
[insert owner/operator full name and address]  
Service Station No. [insert number]

Amount: 100,000.00

Maturity Date: \_\_\_\_\_

KNOW BY ALL MEN BY THESE PRESENTS, what we [insert owner/operator full name and address] as Principal and [insert full name and address] as Surety are bound unto the County of Lake ("the County"), herein called the Obligee, in the sum of One hundred Thousand Dollars (\$100,000) for the payment of which sum, we bind ourselves, our heirs, our personal representatives, our executors, our administrators, our successors and our assigns, jointly and severally, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Principal's failure to timely meets its obligation to reimburse the County under the Supplemental Highway Authority Agreement, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, THE PRINCIPAL has entered into a Supplemental Highway Authority Agreement for Service Station No. [insert number] located at [insert address] dated [insert date of Supplemental Highway Authority Agreement] with the Obligee in connection with the performance requirements stipulated therein, which Supplemental Highway Authority Agreement is made by reference a part hereof and is hereinafter called the "Agreement." Said Agreement contains stipulations by [insert owner/operator full name] as the Owner/Operator including, but not limited to, those obligations set forth in paragraphs 11-13 which are incorporated herein by reference.

Now therefore, the condition of the bond is that the Principal shall faithfully meet all of its obligations set forth in the Supplemental Highway Authority Agreement and, if there is a release of Containments into the Right-of-way associated with the site, Principal shall make all payments/reimbursements to the County required under the Agreement. If Principal fails to timely make the payments/reimbursements to the County, then the County shall notify

the Surety of Principal's failure to meet its contractual obligations with the understanding that the Surety shall make the payments/reimbursement to the County within thirty (30) calendar days from the date of notice. This bond shall continue and remain in full force and effect so long as the Agreement remains in full force and effect, pursuant to paragraph 6 of the Agreement.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

PRINCIPAL:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

SURETY:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

