

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ____ day of _____, 2014 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Buchanan Energy (N), LLC (“Owner/Operator”) and (2) 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 (“Highway Authority”), collectively known as the (“Parties”).

WHEREAS, Buchanan Energy (N), LLC is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 1185 West Park Avenue, Libertyville, Illinois, 60048 (“the Site”);

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency (“the Agency”) has assigned incident numbers 881189 and 20020606 to the Release(s).
3. Attached as Exhibit A are scaled maps prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
4. Attached as Exhibit B is a table prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the maps in Exhibit A.

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

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

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

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

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

Manager, Division of Remediation Management

Bureau of Land

Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, Illinois 62974-9276

Owner/Operator

Buchanan Energy (N), LLC
Attn: Nichole Mallett
4973 Dodge Street
Omaha, Nebraska 68132

Highway Authority

Lake County Division of Transportation
600 West Winchester Road
Libertyville, Illinois 60048
Phone: (847) 377-7400
Email: DOT@lakecountyil.gov

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

ATTEST:



Title: Secretary

Buchanan Energy (N), LLC

By: 

Printed Name: Steve Buchanan

Title: Managing Member

Date: 4-16-14

RECOMMENDED FOR EXECUTION

Paula J. Trigg, P.E.
Director of Transportation/County Engineer
Lake County

COUNTY OF LAKE

By: _____
Chair
Lake County Board

Date: _____

ATTEST:

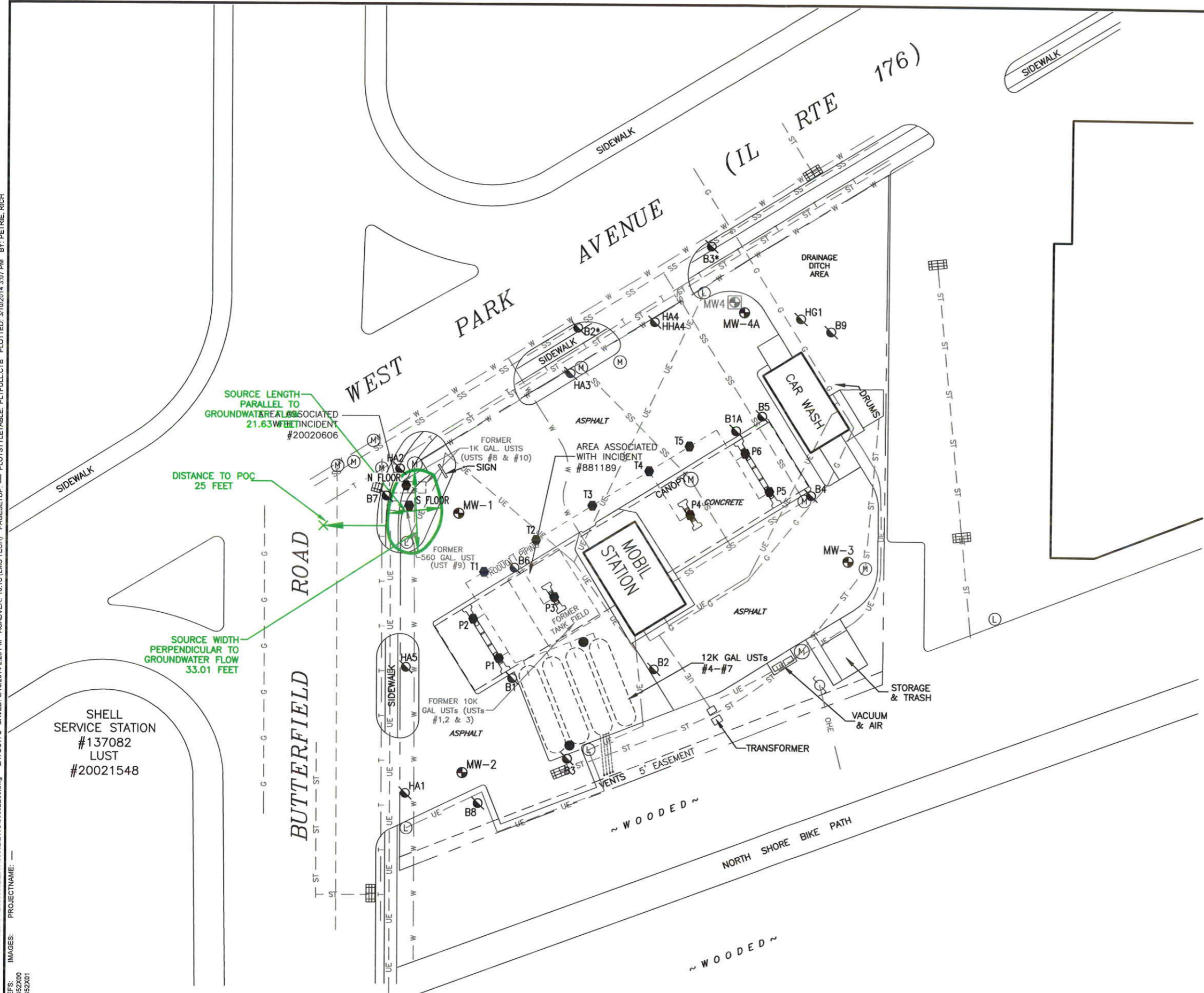
County Clerk
Lake County

EXHIBIT A

CITY: SYRACUSE, NY DIV/GROUP: ENV/EST/IM-DV DE: J. LOVING, P. LISTER, R. PETRIE, PK-J. HUNTER, TM: D. DIXON, TR: M. RUMLER, LVR: ON *", OFF-REF: (FRZ)
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PROJECT NAME: 85852X00 85852X01

SOURCE: SITE MAP FROM GES, DECEMBER 2012.



- LEGEND:**
- PROPERTY BOUNDARY
 - [Grid] CATCH BASIN
 - (M) UTILITY MANHOLE
 - [Island] DISPENSER ISLAND
 - TANK FIELD WELL
 - ⊕ MONITORING WELL
 - ⊖ ABANDONED MONITORING WELL
 - SS --- UNDERGROUND SANITARY SEWER LINE
 - ST --- UNDERGROUND STORM SEWER LINE
 - W --- UNDERGROUND WATER LINE
 - G --- UNDERGROUND GAS LINE
 - T --- UNDERGROUND TELEPHONE LINE
 - UE --- UNDERGROUND ELECTRIC LINE
 - [Circle] UNDERGROUND STORAGE TANK (UST)
 - ⊙ SOIL BORING
 - SOIL SAMPLE
 - [Green Circle] ESTIMATED PLUME EXTENT
 - POC POINT OF COMPLIANCE



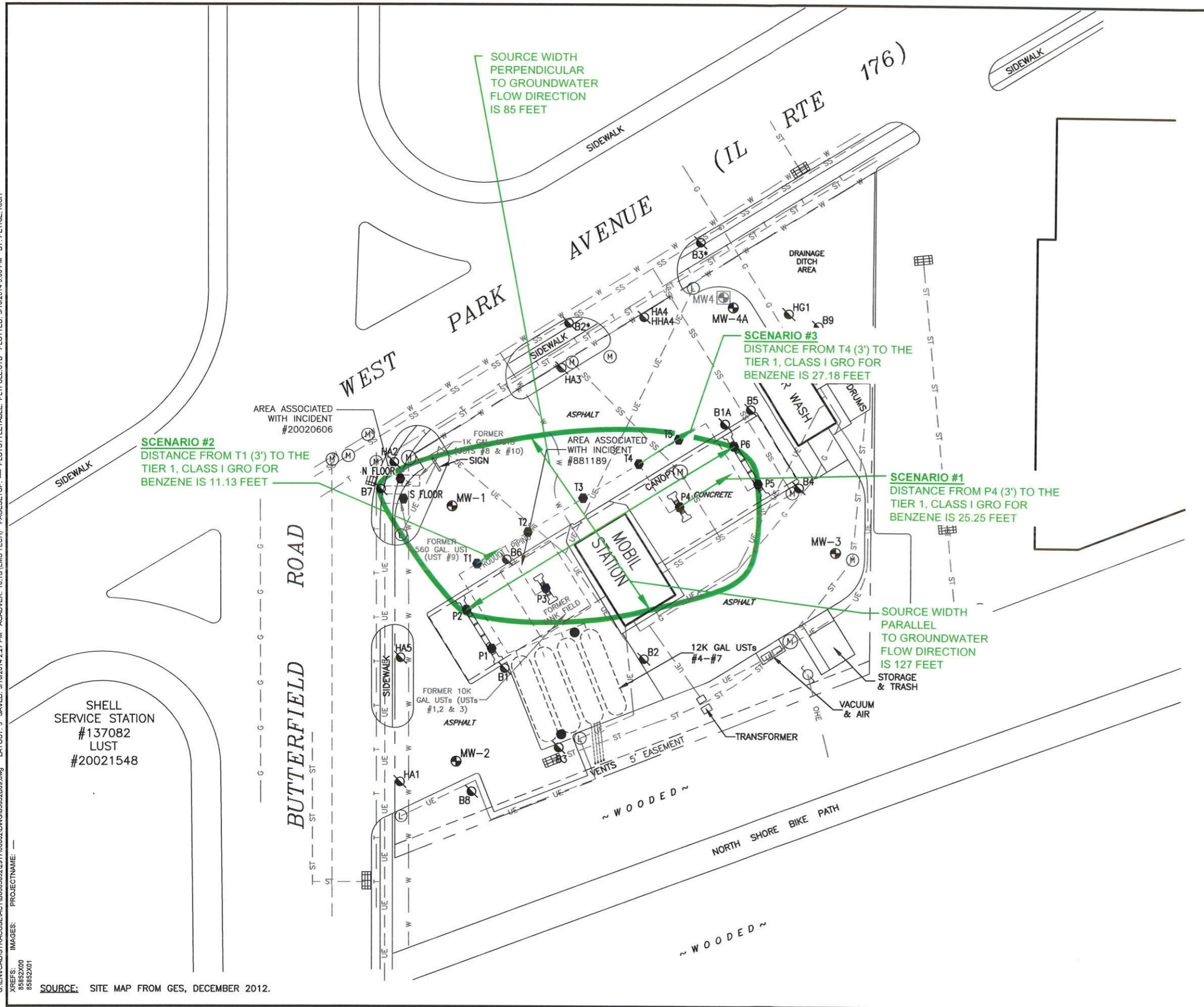
EXHIBIT A

EXXONMOBIL #12917 (05-AWF)
 BUCHANAN STORE #436
 1185 WEST PARK AVENUE, LIBERTYVILLE, ILLINOIS

**ESTIMATED SOIL IMPACT MAP
 (INCIDENT #20020606)**



CITY: SYRACUSE, NY DIV: GROUP: ENV/EST/IM-DV DB: J. LOVING, P. LISTER, R. PRITE, M. J. HUNTER, T.M. D. DIXON, TR: M. RUMLER, LYR: ON " ", OFF-REF: (FRZ)
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 XREFS: 85852900 85852901
 IMAGES: PROJECTNAME: --
 SOURCE: SITE MAP FROM GES, DECEMBER 2012.



- LEGEND:**
- PROPERTY BOUNDARY
 - ⊙ LIGHT
 - ⊕ UTILITY POLE
 - ▣ CATCH BASIN
 - Ⓜ UTILITY MANHOLE
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 - ⬭ UNDERGROUND STORAGE TANK (UST)
 - ⊙ SOIL BORING
 - SOIL SAMPLE
 - ESTIMATED PLUME EXTENT
 - GRO GROUNDWATER REMEDIATION OBJECTIVE

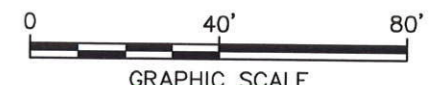


EXHIBIT A

EXXONMOBIL #12917 (05-AWF)
 BUCHANAN STORE #436
 1185 WEST PARK AVENUE, LIBERTYVILLE, ILLINOIS

**ESTIMATED SOIL IMPACT MAP
 (UST UPGRADE)**



FIGURE
3

EXHIBIT B

Table 1. Soil Analytical Results - BTEX
 Libertyville/ExxonMobil #12917 (05-AWF)
 Buchanan Store #436
 1185 West Park Avenue
 LPC #090905102
 Leaking UST #881189, 20020606

EXHIBIT B

Tier 1 Soil Remediation Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylene(s) (mg/kg)
Inhalation - Residential			0.8	650	400	320
Inhalation - Industrial/Commercial			1.6	650	400	320
Inhalation - Construction Worker			2.2	42	58	5.6
Ingestion - Residential			12	16,000	7,800	16,000
Ingestion - Industrial/Commercial			100	410,000	200,000	1,000,000
Ingestion - Construction Worker			2,300	410,000	20,000	41,000
SCGIER - Class I Groundwater			0.03	12	13	150
SCGIER - Class II Groundwater			0.17	29	19	150
Soil Sample	Sample Date	Depth (feet bgs)				
B1	1/26/90	8.5-10	1.87	0.484	5.77	10.0
		11-12.5	1.67	0.522	2.19	2.38
B2	1/26/90	11-12.5	<0.0250	<0.0500	<0.0500	<0.0500
		13-15.5	<0.0250	<0.0500	0.167	<0.0500
B3	1/26/90	8.5-10	<0.0250	0.395	<0.0500	<0.0500
		11-12.5	<0.0250	<0.0500	<0.0500	<0.0500
B4	1/26/90	1-2.5	<0.0250	0.0906	<0.0500	<0.0500
		8.5-10	0.0314	0.142	<0.0500	<0.0500
B5	1/26/90	8.5-10	2.120	0.464	0.370	0.349
		11-12.5	<0.0250	0.0815	<0.0500	<0.0500
B6	1/26/90	8.5-10	1.260	0.845	0.164	0.146
		11-12.5	0.418	0.155	0.263	0.814
MW1	1/26/90	6-7.5	0.0454	0.237	<0.0500	<0.0500
		8.5-10	<0.0250	0.190	<0.0500	<0.0500
MW2	1/26/90	6-7.5	0.0986 a	0.105 a	<0.025 a	<0.025 a
		8.5-10	0.142 a	0.268 a	<0.025 a	<0.025 a
MW3	1/26/90	6-7.5	<0.025 a	0.969 a	<0.025 a	<0.025 a
		8.5-10	<0.025 a	<0.025 a	<0.025 a	<0.025 a
MW4	1/26/90	6-7.5	<0.025 a	<0.025 a	<0.025 a	<0.025 a
		8.5-10	<0.025 a	<0.025 a	<0.025 a	<0.025 a
HA1	11/18/92	4-5	<0.0024	<0.0024	<0.0024	<0.0024
HA2	11/18/92	7-8	0.0079	<0.0024	0.074	0.200
HA3	11/18/92	6-7	<0.460	<0.460	4.700	12.0
HA4	11/18/92	6-7	1.3	7.000	11.000	49.0
HA5	11/1/92	7-8	<0.0023	<0.0023	<0.0023	0.005
B1A	5/21/97	3-5	1.1	5.100	19.000	88.0
		7-9	<0.100	0.300	4.400	20.0
		9-11	0.080	0.070	0.440	1.500
B2*	5/21/97	7-9	<0.010	0.020	<0.010	<0.036
B3*	5/21/97	1-1.5	NA	NA	NA	NA
		2.5-3	<0.010	<0.010	<0.010	<0.039
		9-11	NA	NA	NA	NA
HHA4	5/11/99	6-7	0.4	0.023	0.540	0.200
HG1	5/11/99	8.5-10	<0.0058	<0.0058	<0.0058	<0.017

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SCGIER - Class I Groundwater			0.03	12	13	150
SCGIER - Class II Groundwater			0.17	29	19	150
Soil Sample	Sample Date	Depth (feet bgs)				
N Floor	5/30/02	7	7.0	2.9	31.0	90.0
S Floor	5/30/02	7	1.2	0.430	5.2	2.1
MW4A	10/6/04	9	0.0022	0.0022	0.0013	0.0014
B7	10/6/04	5	0.0024	0.0022	0.0012	0.0013
B8	10/6/04	9	0.0021	0.0024	<0.0012	0.0013
B9	10/6/04	7	0.0021	0.0027	0.0013	0.0015
P1	8/11/05	3	0.017	0.022	0.012	0.012
P2	8/11/05	3	0.004	0.007	0.002	0.007
P3	8/11/05	2	0.063	0.161	0.056	0.276
P4	8/11/05	3	10.8	126	48.1	248
P5	8/11/05	3	0.007	0.009	0.003	0.006
P6	8/11/05	3	0.039	0.075	0.009	0.056
T1	8/11/05	3	1.37	8.94	2.41	12.5
T2	8/11/05	3	0.068	0.281	0.061	0.317
T3	8/11/05	3	0.173	0.740	0.087	0.401
T4	8/11/05	3	12.7	23.3	30.6	49.1
T5	8/11/05	3	0.010	0.012	0.004	0.008

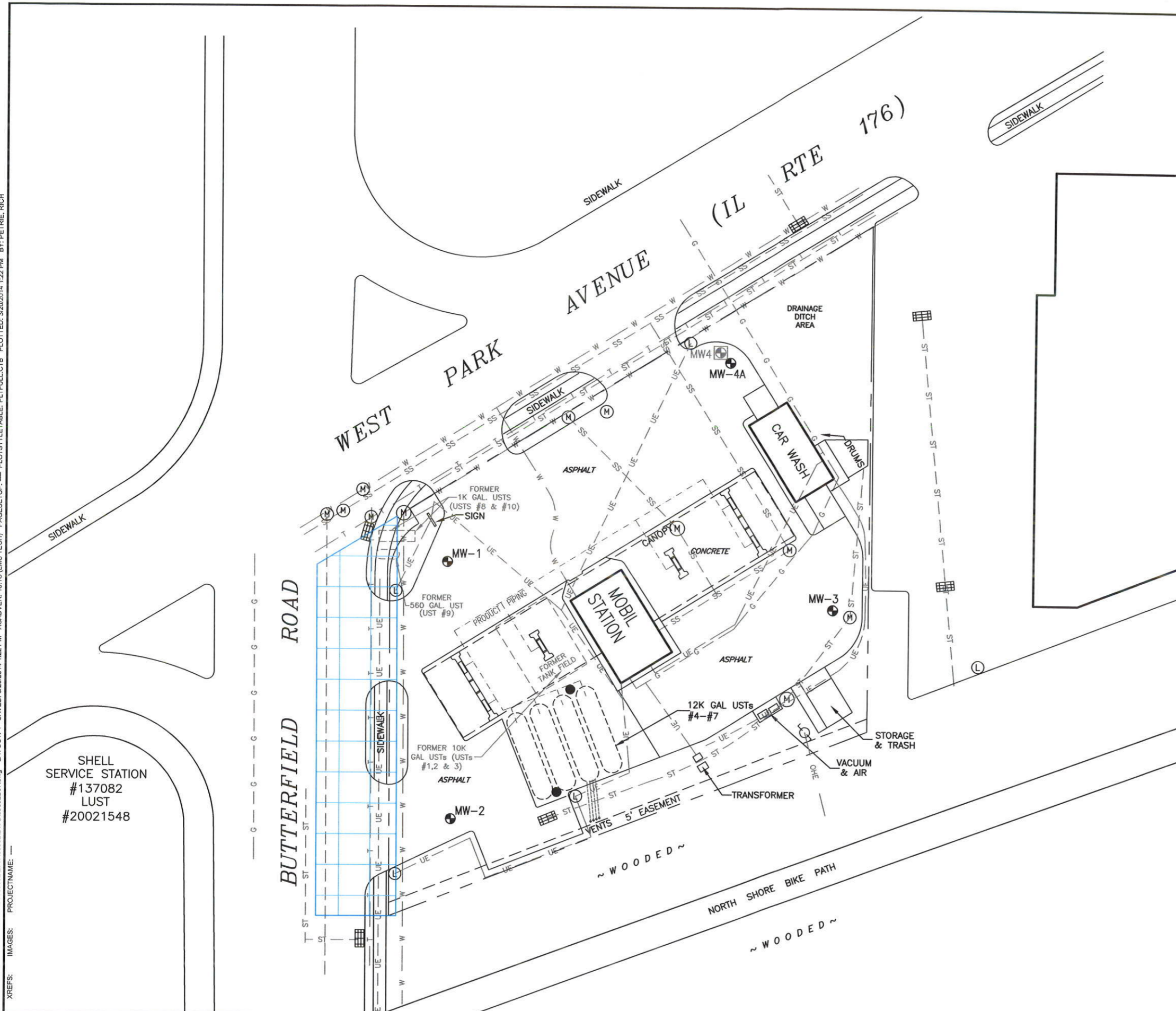
Notes:

<0.001 = concentration below analytical laboratory reporting limit
 a = analytical laboratory reports could not be located. Results indicated are from historical reports submitted to the Illinois Environmental Protection Agency.
 bgs = below ground surface
 mg/kg = milligrams per kilogram
 NA = not analyzed
 SCGIER = Soil Component of the Groundwater Ingestion Exposure Route

Bold = soil concentration exceeds most restrictive remedial objective for Class I groundwater

EXHIBIT C

CITY: SYRACUSE, NY DIV/GRP: ENV/EST/IM-DV DB: J. LOVING, P. LISTER, R. PETRIE, M. J. HUNTER, T.M. DIXON, T.R. M. RUMLER, L.Y.R. ON #, OFF-REF, (FRZ)
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 - ▭ AREA SUBJECT TO LAKE COUNTY HIGHWAY AUTHORITY AGREEMENT

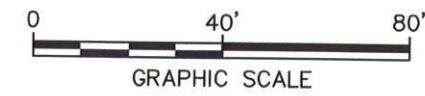


EXHIBIT C

EXXONMOBIL #12917 (05-AWF)
 BUCHANAN STORE #436
 1185 WEST PARK AVENUE, LIBERTYVILLE, ILLINOIS

PROPOSED HIGHWAY AUTHORITY AGREEMENT MAP

