

SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT

1185 West Park Avenue, Libertyville, Illinois, 60048

This SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT

(“Supplemental HAA”) is entered into this ____ day of _____, 2014 by and between Buchanan Energy (N), LLC, as current or former owner or operator of underground storage tank(s) (“Owner/Operator”), and the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the County. (Owner/Operator and the County collectively are referred to as the “Parties”), and the Parties agree as follows:

1. Owner/Operator has owned or operated a retail gasoline service station at 1185 West Park Avenue, Libertyville, Illinois, 60048. 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 1185 West Park Avenue, Libertyville, Illinois and in the rights-of-way adjacent to the boundaries of the site located within Lake County, Illinois (hereinafter the “Site”). The Owner/Operator agrees to comply with the Lake County HIGHWAY TEMPORARY CLOSURE AND UTILITY AND FACILITY PLACEMENT ORDINANCE, as amended, and to pay all applicable permitting fees in conjunction with said corrective action at the Site.

Reference No. ExxonMobil #12917 (05-AWF)/Buchanan #436

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

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

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

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

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

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

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

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

3. The Parties stipulate that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reference No. ExxonMobil #12917 (05-AWF)/Buchanan #436

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

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

14. The County reserves the right and the right of those using its property under permit to remove contaminated soil and/or groundwater above Tier 1 residential remediation objectives from its Right-of-Way and to dispose of them as deemed appropriate in the sole and exclusive judgment of the County's County Engineer, not inconsistent with applicable environmental regulations, so as to avoid causing further release of the Contaminants and to protect human health and the environment.

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

If to Owner/Operator:

Firm: Buchanan Energy (N), LLC
Attn: Nichole Mallett
4973 Dodge Street
Omaha, Nebraska 68132
(or the most current mailing address)

If to County:

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

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

17. The Owner/Operator shall release the County from liability for breach of the Highway Authority Agreement and this Supplemental HAA by others under permit and shall indemnify the County against claims that may arise from others under permit causing a breach of the Highway Authority Agreement, provided that the County provides Owner/Operator with notice within sixty (60) working days of receipt of a claim and further provides Owner/Operator with an opportunity to defend said claim. Owner/Operator will notify its personnel at the Site about the existence of the Highway Authority Agreement. Owner/Operator also agrees that its personnel, if any, at the Site will notify anyone they know is excavating in the Right-of-Way about the Highway Authority Agreement.

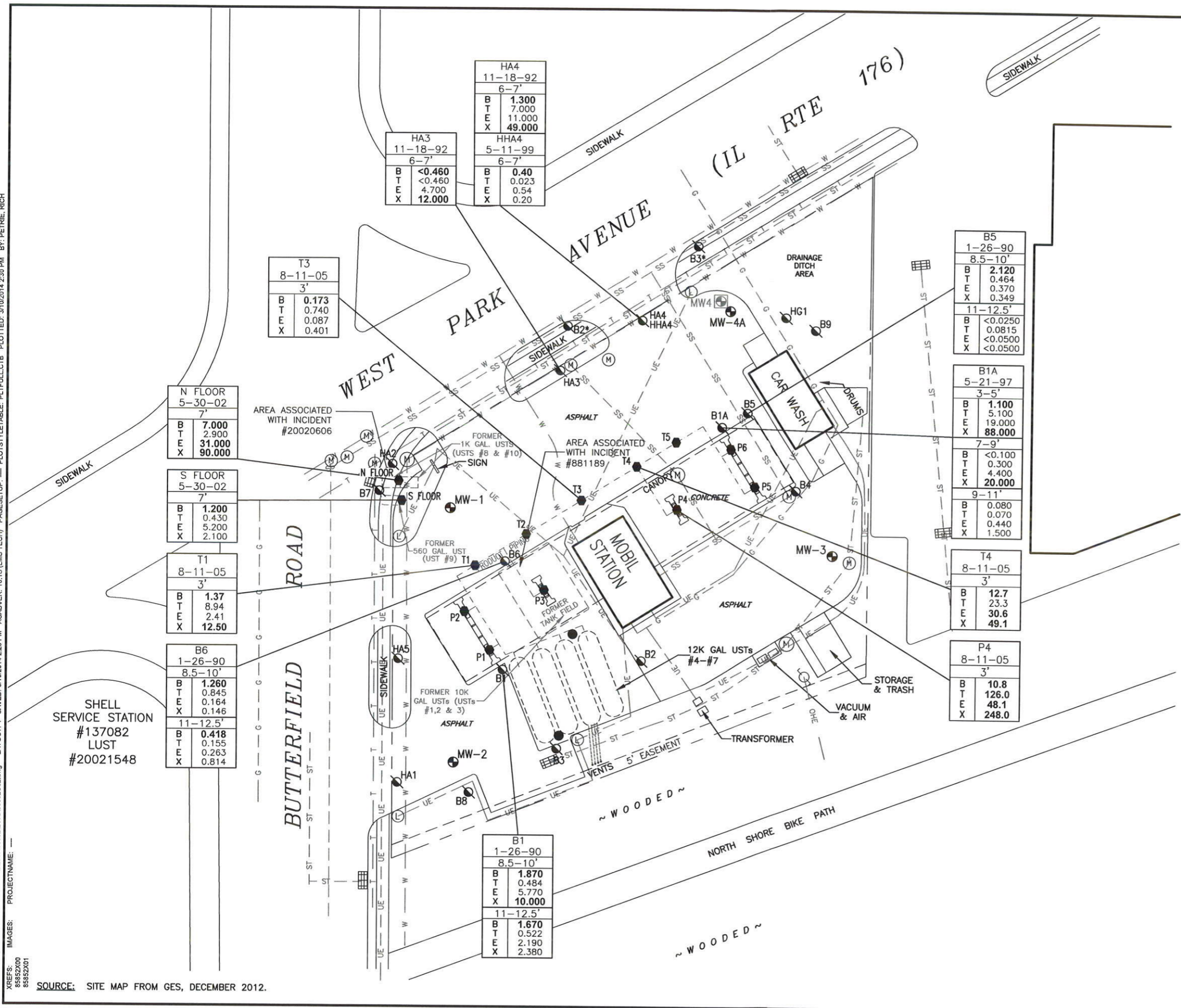
18. Should the County breach the Highway Authority Agreement governed by this Supplemental HAA, Owner/Operator may seek specific enforcement of the Highway Authority Agreement or an action for damages which shall be brought exclusively in the Nineteenth Judicial Circuit, Lake County, Illinois. Any and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

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

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

EXHIBIT A

CITY: SYRACUSE, NY DIV/GRUP: ENV/CADD DB: J. LOVING, P. LISTER R. PETRIE PMJ/HUNTER TM: D. DIXON TR: M. RUMLER LVR: ON "*, OFF-REF: (FRZ)
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 XREFS: 85522001 85522001 85522001
 IMAGES: PROJECTNAME: SOURCE: SITE MAP FROM GES, DECEMBER 2012.



LEGEND:

- PROPERTY BOUNDARY
- ⊙ LIGHT
- ⊕ UTILITY POLE
- ▣ CATCH BASIN
- ⊙ UTILITY MANHOLE
- ▭ 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
- ⊕ UNDERGROUND STORAGE TANK (UST)
- ⊕ SOIL BORING
- SOIL SAMPLE

B1
1-26-90
8.5-10'
B 1.87
T 0.484
E 5.77
X 10.00

mg/kg MILLIGRAMS PER KILOGRAM
 <# WHERE AN ANALYTE IS NOT DETECTED, A METHOD DETECTION LIMIT IS GIVEN
 ◻ RESULTS INDICATED FROM HISTORICAL REPORTS SUBMITTED TO IEPA
 * SAMPLES COLLECTED OFF-SITE
 BOLD SOIL CONCENTRATION EXCEEDS MOST RESTRICTIVE REMEDIAL OBJECTIVE



EXHIBIT A

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

SOIL ANALYTICAL MAP

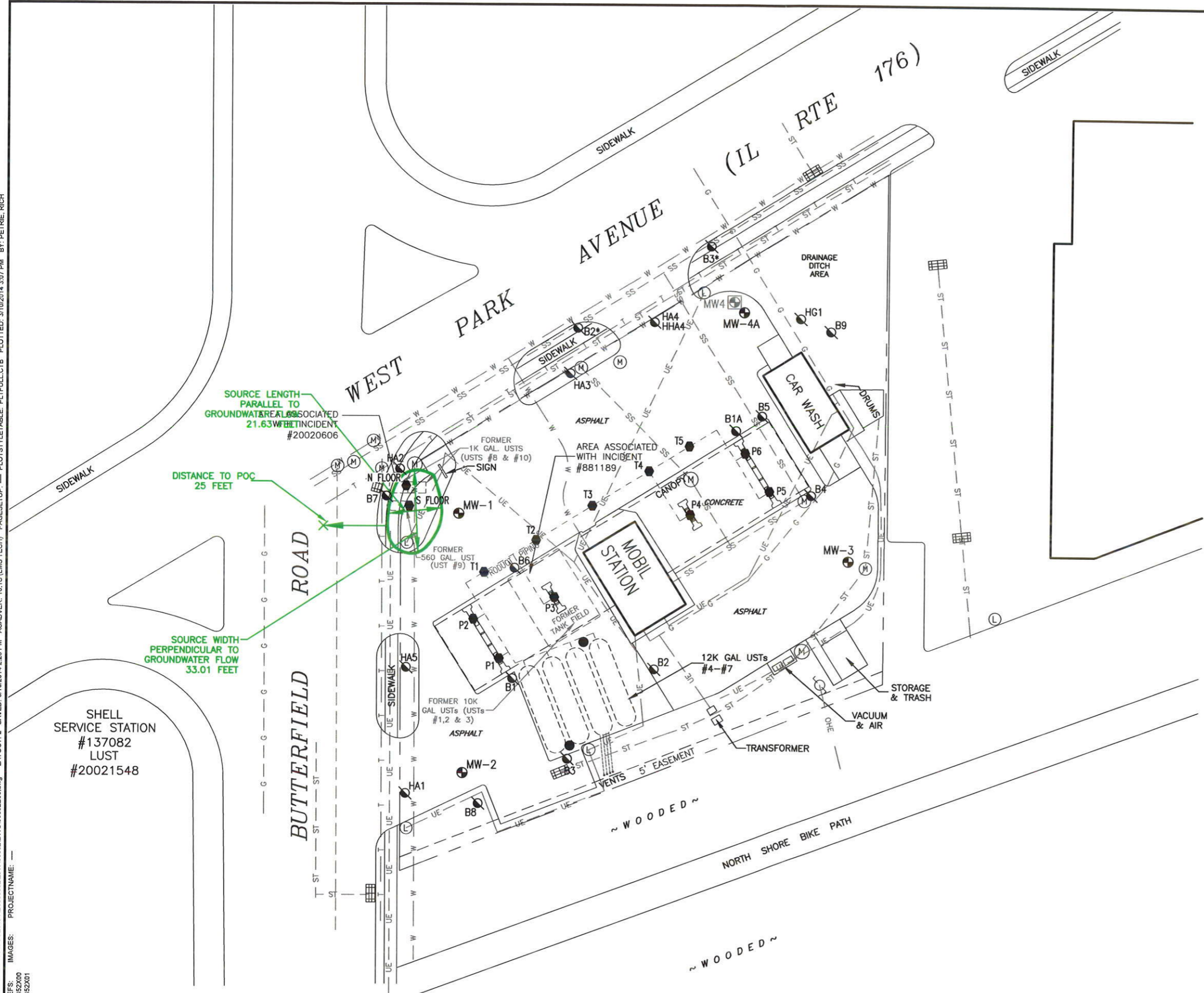
ARCADIS

FIGURE 1

CITY: SYRACUSE, NY DIV/GROUP: ENV/EST/MDV 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



GRAPHIC SCALE
EXHIBIT A

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

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

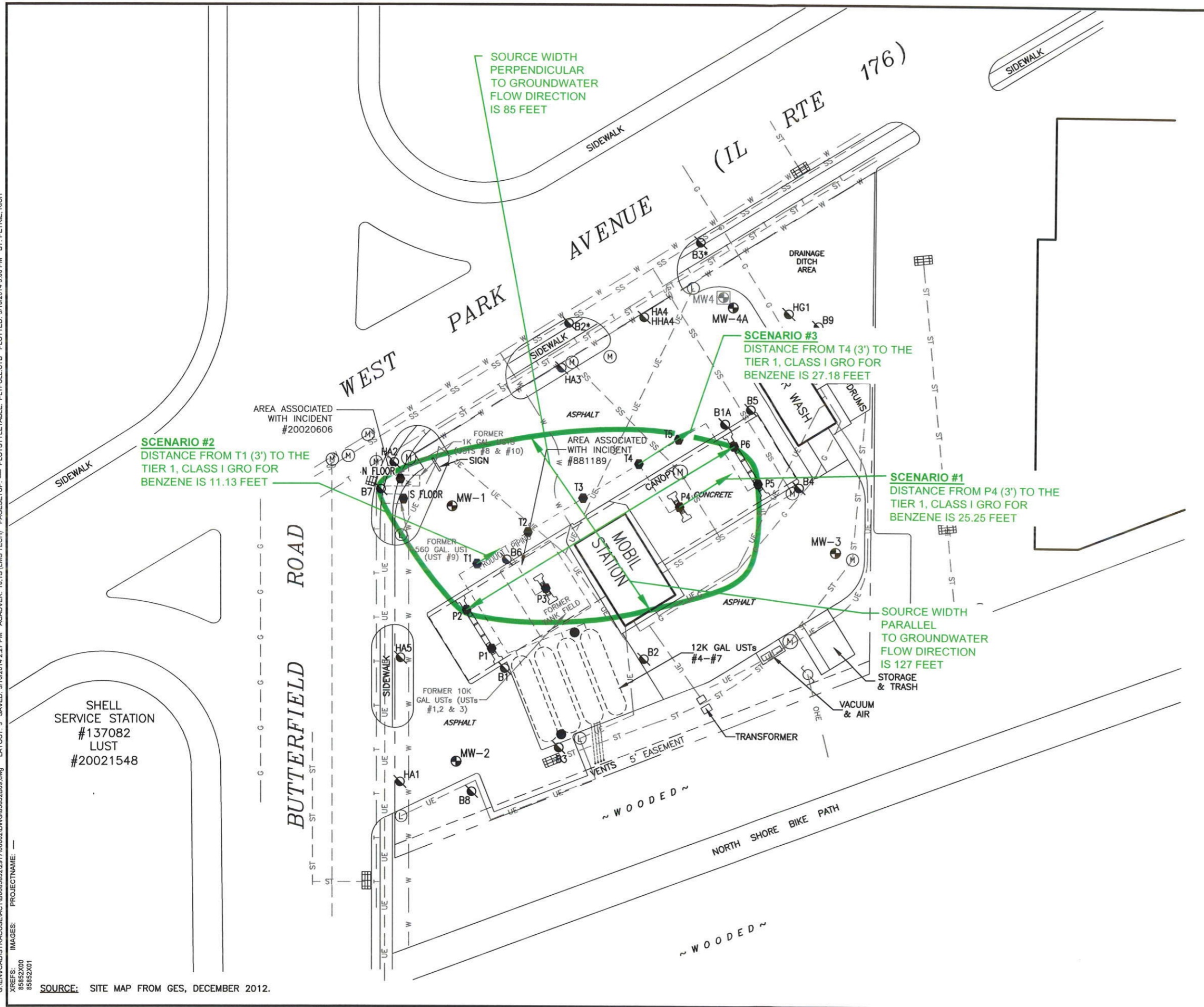
ARCADIS

FIGURE **2**

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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PROJECT NAME: SHELL SERVICE STATION #137082 LUST #20021548

SOURCE: SITE MAP FROM GES, DECEMBER 2012.



- LEGEND:**
- PROPERTY BOUNDARY
 - ⊙ LIGHT
 - ⊕ UTILITY POLE
 - ▣ CATCH BASIN
 - Ⓜ UTILITY MANHOLE
 - ▭ DISPENSER ISLAND
 - TANK FIELD WELL
 - ⊕ MONITORING WELL
 - ⊕ ABANDONED MONITORING WELL
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 - ST --- UNDERGROUND STORM SEWER LINE
 - W --- UNDERGROUND WATER LINE
 - G --- UNDERGROUND GAS LINE
 - T --- UNDERGROUND TELEPHONE LINE
 - UE --- UNDERGROUND ELECTRIC LINE
 - ⬭ UNDERGROUND STORAGE TANK (UST)
 - ⊙ SOIL BORING
 - SOIL SAMPLE
 - ESTIMATED PLUME EXTENT
 - GRO GROUNDWATER REMEDIATION OBJECTIVE

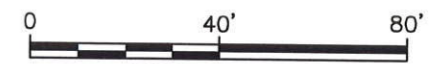


EXHIBIT A

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

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
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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

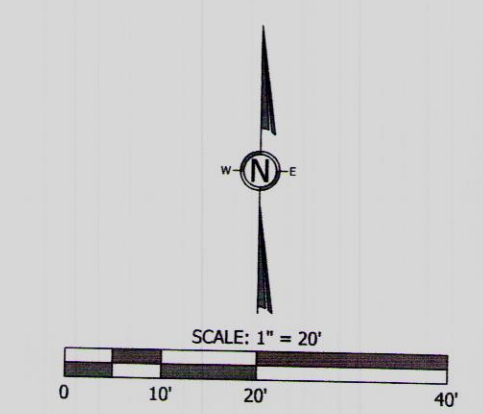
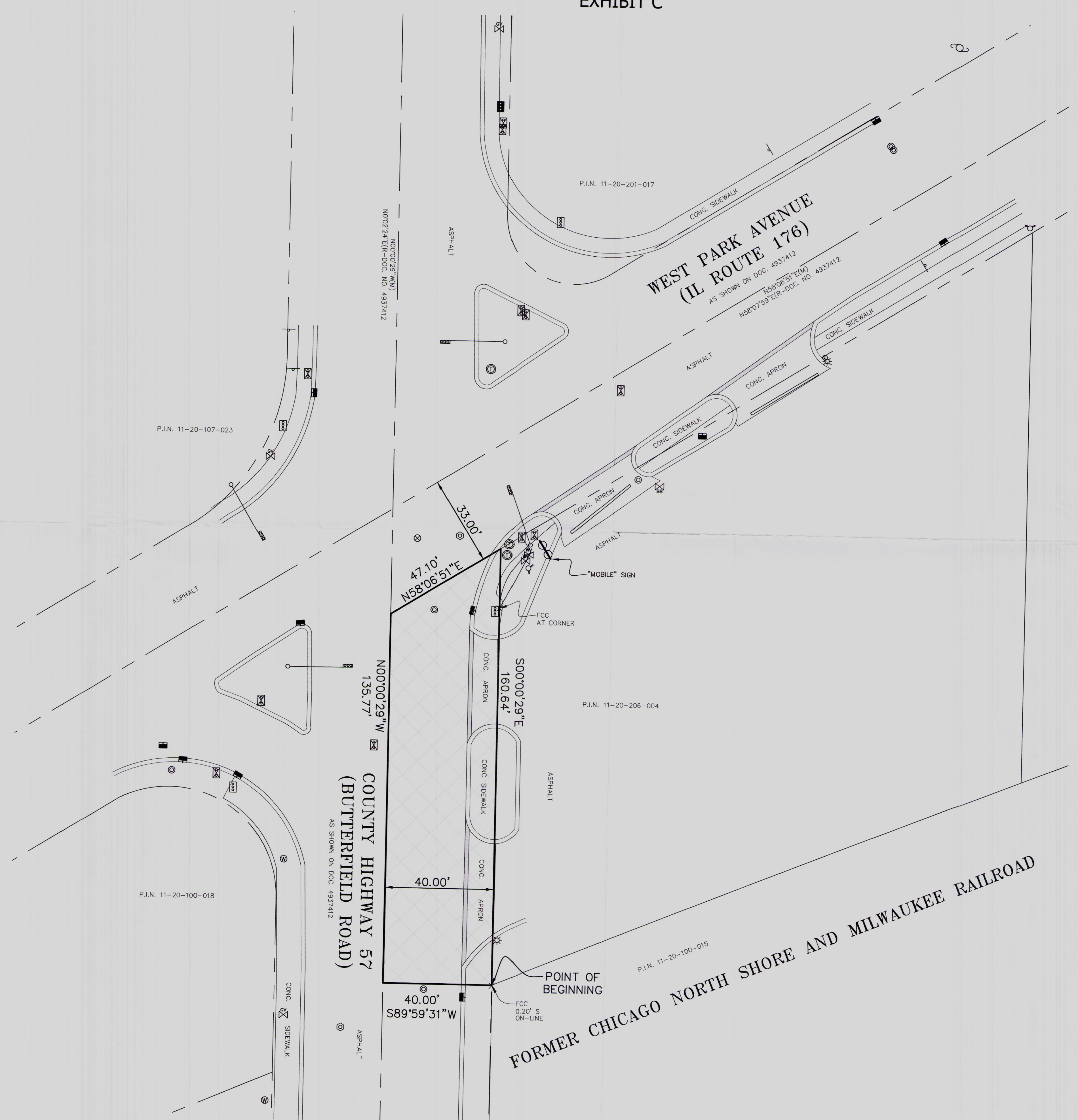
EXHIBIT C

KEY

-  STORM MANHOLE
-  SANITARY MANHOLE
-  STORM INLET
-  SPRINKLER CONTROL VALVE
-  VALVE AND VAULT
-  FIRE HYDRANT
-  B-BOX
-  STREET SIGN
-  TELEPHONE PEDESTAL
-  TELEPHONE MANHOLE
-  LIGHT POLE
-  TRAFFIC SIGNAL W/MAST ARM
-  TRAFFIC SIGNAL
-  TRAFFIC VAULT
-  TRAFFIC CONTROL PEDESTAL
-  MONITORING WELL
-  DEPRESSED CURB
-  "X" CUT
-  FOUND "X" CUT
-  BOUNDARY
-  EXISTING LOTS
-  RIGHT-OF-WAY
-  CENTERLINE OF ROAD

AREA OF HIGHWAY AUTHORITY AGREEMENT

PLAT OF SURVEY
EXHIBIT C



AREA OF HIGHWAY AUTHORITY AGREEMENT DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LIBERTYVILLE TOWNSHIP, LAKE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE FORMER CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD AND A LINE 40 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF BUTTERFIELD ROAD, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF BUTTERFIELD ROAD AS SHOWN ON LAKE COUNTY PLAT OF HIGHWAYS DOCUMENT NUMBER 4937412; THENCE SOUTH 89 DEGREES 59 MINUTES 31 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE CENTERLINE OF SAID BUTTERFIELD ROAD; THENCE ALONG SAID CENTERLINE NORTH 00 DEGREES 00 MINUTES 29 SECONDS WEST, A DISTANCE OF 135.77 FEET TO A POINT THAT IS 33.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF STATE ROUTE 176 AS SHOWN ON AFORESAID DOCUMENT NUMBER 4937412; THENCE ALONG SAID PARALLEL LINE NORTH 58 DEGREES 08 MINUTES 51 SECONDS EAST, A DISTANCE OF 47.10 FEET TO A LINE THAT IS 40.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF SAID BUTTERFIELD ROAD; THENCE ALONG SAID PARALLEL LINE SOUTH 00 DEGREES 00 MINUTES 29 SECONDS EAST, A DISTANCE OF 160.64 FEET TO THE POINT OF BEGINNING, CONTAINING 0.136 ACRES OF LAND, MORE OR LESS, ALL IN LAKE COUNTY, ILLINOIS.

SURVEY NOTES

1. THE BEARINGS SHOWN ON THIS PLAT ARE ASSUMED AND DISPLAY ANGULAR RELATIONSHIPS ONLY.
2. ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS PART OF THIS SURVEY.
3. FOR SETBACK LINES, EASEMENTS AND BUILDING RESTRICTIONS NOT SHOWN HEREON, REFER TO YOUR ABSTRACT, DEED AND GUARANTEE POLICY AND LOCAL ORDINANCES.
4. ALL AREAS ARE MORE OR LESS.
5. COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCES AT ONCE.
6. NO STATEMENT IS MADE CONCERNING SUBSURFACE CONDITIONS, THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
7. THE UNDERGROUND UTILITIES SHOWN HAVE NOT BEEN LOCATED.
8. ALL UNDERGROUND UTILITIES SHOULD BE STAKED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION BY CALLING J.U.L.L.E. AT 800-892-0123.
9. FIELD OBSERVATIONS OBTAINED 3/12/2012.
10. SET MONUMENTATION EXCLUDED FROM CONTRACTUAL AGREEMENT.

PREPARED FOR
ARCADIS U.S., INC.
6723 TOWPATH ROAD
SYRACUSE, NY 13214-0066

PLAT OF SURVEY - EXHIBIT C
1185 WEST PARK AVENUE - LAKE COUNTY RIGHT OF WAY SURVEY
LIBERTYVILLE, IL

REVISION DESCRIPTION	DATE
REVISION PER CLIENT - RENAME BUTTERFIELD ROAD TO ROUTE 57	3/10/2014
REVISION PER COUNTY - REVISE LIMITS TO SOUTH LINE OF RTE. 176	3/18/2014



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF DUPAGE)

I, MICHAEL D. BYTNER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE ABOVE DESCRIBED PROPERTY WAS SURVEYED UNDER MY DIRECT SUPERVISION, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT NAPERVILLE, ILLINOIS, THIS 27th DAY OF MARCH, A.D., 2014.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3326
LICENSE EXPIRES NOVEMBER 30, 2014.
PROFESSIONAL DESIGN FIRM NO. 184004465

THIS SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

WEAVER BOOS CONSULTANTS

1813 N HILL ST., SUITE A
NAPERVILLE, ILLINOIS
(630) 217-8948

CHICAGO, IL CLEVELAND, OH
COLUMBUS, OH DENVER, CO
FORT WORTH, TX GRAND RAPIDS, MI
GRIFFITH, IN SOUTH BEND, IN
SPRINGFIELD, IL ST. LOUIS, MO

www.weaverboos.com

REUSE OF DOCUMENTS
This document, and the designs incorporated herein, is an instrument of professional service, in the property of Weaver Boos Consultants North Central, LLC, and is not to be used in whole or in part, without the written authorization of Weaver Boos Consultants North Central, LLC.

DRAWN BY:	CPIV
DESIGNED BY:	-
REVIEWED BY:	MD8
DATE:	03/16/2012
FILE:	2449-308-09
CAD:	LB000001.DWG

SHEET 1 OF 1