

**SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT**  
**4 East Hawley Street, Mundelein, Illinois**

This SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT

("Supplemental HAA") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between BP PRODUCTS NORTH AMERICA INC. formerly known as Amoco Oil Company, a Maryland Corporation, 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 is the former lessee of certain real estate located at 4 Hawley Street, Mundelein, Illinois, hereinafter the "Site." Owner/Operator formerly operated a retail gasoline service station on the Site and was Owner/Operator of underground storage tank(s) located or formerly located on the Site. The Owner/Operator has reported a release of petroleum from the Underground Storage Tank (UST) system located on this service station property.

2. One or more of the underground storage tanks of the Site had a release of contaminants ("Release") resulting in soil and/or groundwater at the Site and certain rights-of-way adjacent to the boundaries thereof that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The Illinois Emergency Management Agency assigned incident number 912681 to the Release.

3. Hawley Street adjoins the Site on the South.

4. Owner/Operator stipulates:

a. Owner/Operator requested and obtained 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 has pursued corrective action at 4 Hawley Street, Mundelein, Illinois and in the rights-of-way adjacent to the boundaries of the site located within Lake County, Illinois. The Owner/Operator agrees to comply with Chapter 91 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.

c. Owner/Operator and the Village of Mundelein, Illinois ("Village") entered into a Highway Authority Agreement dated December 12, 2007 ("2007 HAA"), in the form and content required by the Illinois Environmental Protection Agency. Owner/Operator, the Village and the County are entering into a Rider to December 12, 2007 Highway Authority Agreement ("Rider"), simultaneous with this Supplemental HAA. A copy of the Rider is attached hereto as Exhibit 1. A copy of the 2007 HAA is Exhibit A to the Rider. The Owner/Operator and the County have agreed to this Supplemental HAA as part of the corrective action at the Site.

d. Attached as Exhibit A to the 2007 HAA, 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 2007 HAA in the right-of-way above Tier 1 residential levels under 35 Ill. Admin. Code Part 742. Attached as Exhibit B to the 2007 HAA, 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 Hawley Street right-of-way adjacent to the Site (hereinafter the "Right-of-Way") is depicted on Exhibit 2, said exhibit is incorporated by reference herein and is subject to this Supplemental HAA. The PUBLIC ALLEY right-of-way depicted on Exhibit 2 is not subject to this Supplemental HAA. Owner/Operator represents that said Exhibit 2 has been prepared by a Registered Land Surveyor in lieu of a Licensed Professional Engineer as required by Section 91.122 of the Lake County Code of Ordinances. The County hereby agrees to waive the document size requirements of said ordinance.

5. The County represents that it has obtained highway authority over the Right-of-Way subject to the 2007 HAA and this Supplemental HAA as of July 20, 2017. The County, as the roadway authority of jurisdiction, stipulates:

a. The County represents that the Right-of-Way subject to the 2007 HAA (with the exception of the PUBLIC ALLEY) and this Supplemental HAA is a platted County Highway within the Lake County Highway System, and that the County has permitting jurisdiction of the Right-of-Way. The County further represents that it either hold 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 Right-of-Way are regulated by Chapters 90 and 91 of the Lake County Code of Ordinances, as may be amended.

6. The Parties stipulate that:

a. This Supplemental HAA shall supplement the Parties' rights and obligations pursuant to the 2007 HAA and the Rider thereto. The Parties' rights and obligations pursuant to this Supplemental HAA will become effective upon execution of the Rider by the Parties.

b. This Supplemental HAA, as it relates to the Site, shall be null and void should the IEPA reject the Rider.

7. 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.

8. This Supplemental HAA and the Rider 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 2007 HAA 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.

9. This Supplemental HAA shall continue in effect for the Site 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.

10. Violation of the terms of this Supplemental HAA by Owner/Operator, or its successors in interest, may be grounds for voidance of the 2007 HAA and Rider. 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 2007 HAA and the County has not cured the violation within such time as the IEPA has granted to cure the violation.

11. 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.

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

13. The Rider 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").

14. 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 Right-of-Way arose from the release of Contaminants from the Site.

15. 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. Within forty-five (45) days after execution of this Supplemental HAA Owner/Operator shall provide a payment bond in substantially the same form as Exhibit 3, which is attached hereto and hereby made a part hereof, under which a surety will provide payment not to exceed \$50,000 in the event Owner/Operator fails to make payment as required hereunder. Alternatively, the County may request Owner/Operator to remove, transport and dispose of any contaminated soil or groundwater in advance of the County's Work. The removal and disposal of contaminated soil and/or groundwater shall be based upon the site investigation (which may be modified by field conditions during excavation).

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

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

c. Work performed by the Owner/Operator shall be performed under a permit issued by the County, and the County shall retain authority for all final decisions and rulings related to said consensus approach. Owner/Operator shall apply for a permit within 30 days of the County's request, otherwise the County can undertake the removal and disposal of contaminated soil and/or groundwater and Owner/Operator shall reimburse the County for the reasonable costs incurred in doing such. Work performed by the Owner/Operator shall be completed within 30 days of issuance of a permit by the County.

16. The Owner/Operator's failure to reimburse the reasonable costs under the conditions set forth herein shall constitute a breach of the 2007 HAA, Rider and this Supplemental HAA and, at the County's option, the Rider 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.

17. 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.

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

If to Owner/Operator:

BP Products North America Inc.  
Remediation Management  
150 W Warrenville Road  
Mail Code 200-1W  
Warrenville, IL 60555  
(or the most current mailing address)

If to County:

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

19. 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 paragraphs 8 and 9 of the 2007 HAA.

20. The Owner/Operator shall release the County from liability for breach of the Rider 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 2007 HAA



and Rider or this Supplemental HAA, 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 2007 HAA and Rider and this Supplemental HAA. 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 2007 HAA, Rider and this Supplemental HAA.

21. Should the County breach the 2007 HAA or Rider governed by this Supplemental HAA, Owner/Operator may seek specific enforcement of the 2007 HAA or Rider and this Supplemental HAA 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 2007 HAA or Rider and this Supplemental HAA 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 2007 HAA, Rider 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 2007 HAA or Rider, this Supplemental HAA or environmental laws, regulations or common law governing the contaminated soil or groundwater in the County Highway Right-of-Way.

22. The Rider 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 Rider 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 2007 HAA to the extent it applies to the portion of Hawley Street under the County jurisdiction, Rider or this Supplemental HAA be struck down as beyond the authority of the County, this Supplemental HAA shall be null and void.

23. In the event of any conflict between the terms and conditions of the 2007 HAA, Rider and this Supplemental HAA, the terms and conditions of this Supplemental HAA shall be controlling.

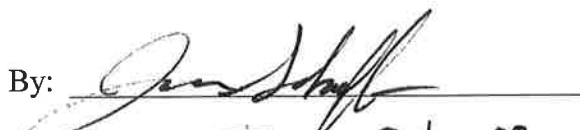
IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

**BP PRODUCTS NORTH AMERICA INC.**

**ATTEST:**



Title: RM Team Assistant

By: 

Printed Name: James Schaeffer

Title: Attorney-in-fact

Date: 7/3/18

**RECOMMENDED FOR EXECUTION**

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

**COUNTY OF LAKE**

**ATTEST:**

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

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

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

**EXHIBIT 1 TO**  
**SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT**

Rider to December 12, 2007 Highway Authority Agreement

## **RIDER TO DECEMBER 12, 2007 HIGHWAY AUTHORITY AGREEMENT**

This Rider to the December 12, 2007 Highway Authority Agreement ("HAA") between the Village of Mundelein ("Village") and BP Products North America Inc. ("Owner/Operator") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Village, the Owner/Operator and the County of Lake ("County"). The Village, the Owner/Operator and the County (collectively herein referred to as "the Parties") agree as follows:

1. A copy of the HAA is attached hereto as Exhibit A and incorporated herein by reference.
2. Owner/Operator is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 4 East Hawley Street, Mundelein, Illinois ("the Site") as shown in Exhibit C to the HAA.
3. The County has assumed the highway jurisdiction over Hawley Street in Mundelein, from Midlothian Road to Seymour Avenue, which was effectuated pursuant to a separate Agreement between the Village and the County.
4. The Site is located adjacent to a portion of Hawley Street over which the County has assumed highway jurisdiction.
5. The County has not assumed jurisdiction over the alley behind the site as identified as PUBLIC ALLEY on Exhibit A to the HAA. The Village will retain jurisdiction over the PUBLIC ALLEY.
6. To the extent that the HAA relates to the Hawley Street right-of-way, the County agrees to be bound by the HAA. To the extent that the HAA relates to the PUBLIC ALLEY, the Village remains bound by the HAA.
7. All other terms and conditions of the HAA remain in full force and effect.

**ATTEST:**

**BP PRODUCTS NORTH AMERICA INC.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Title: \_\_\_\_\_

**VILLAGE OF MUNDELEIN**

**ATTEST:**

\_\_\_\_\_  
City Clerk  
Village of Mundelein

By: \_\_\_\_\_

Mayor  
Village of Mundelein

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

**RECOMMENDED FOR EXECUTION**

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

**COUNTY OF LAKE**

**ATTEST:**

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

By: \_\_\_\_\_

Chair  
Lake County Board

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

**EXHIBIT A TO**  
**RIDER TO DECEMBER 12, 2007 HIGHWAY AUTHORITY AGREEMENT**

Highway Authority Agreement between Village of Mundelein and BP Products North America  
Inc. and, dated December 12, 2007

## HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this 12<sup>TH</sup> day of DECEMBER, 2007 pursuant to 35 Ill. Adm. Code 742.1020 by and between (1) BP Products North America Inc. ("Owner/Operator") and (2) the Village of Mundelein ("Highway Authority"), collectively known as the "Parties."

**WHEREAS**, BP Products North America Inc. is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 4 East Hawley Street, Mundelein, Illinois ("the Site");

**WHEREAS**, as a result of one or more releases of contaminants from the above-referenced underground storage tanks ("the Release"), 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 is conducting corrective action in response to the Release;

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



**NOW, THEREFORE**, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number 912681 to the Release.
3. Attached as Exhibit A is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release.
4. Attached as Exhibit B is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.
5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. 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.

7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.

8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

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

9. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release.

10. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void

upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

11. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release. 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.

12. 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.

13. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.

14. 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.

15. 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, IL 62794-9276

BP Products North America Inc.  
28100 Torch Parkway  
Mail Code 2S  
Warrenville, IL 60555

Village Clerk  
Village of Mundelein  
440 E. Hawley St.  
Mundelein, IL 60060

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

Date: DECEMBER 12, 2007

VILLAGE OF MUNDELEIN

By: 

Its: MAYOR

Date: Dec. 6, 2007

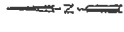
Owner/Operator

BP PRODUCTS NORTH AMERICA INC.

By: 

Title: Deputy Region Manager

EXHIBIT A



LEGEND:

- PROPERTY BOUNDARY
- ESTIMATED EXTENT OF PARKWAY/SHOULDER
- MONITORING WELL
- FORMER MONITORING WELL
- SUMP
- SOIL BORING
- FORMER UNDERGROUND STORAGE TANK
- APPROXIMATE EXCAVATION AREA
- SOIL SAMPLE LOCATION
- HYDRAULIC PROBE

DATE	DEPTH	S.O.	SAMPLE DATE	DEPTH/REMEDATION OBJECTIVE
B=	<0.001	0.17	BENZENE	
T=	<0.002	49	TOLUENE	
E=	<0.002	19	ETHYLBENZENE	
X=	<0.002	150	TOTAL XYLENES	

E CONCENTRATION EXCEEDS ESTIMATED VALUE OF LABORATORY INSTRUMENTS  
"X" ANALYTE(S) ABSENT OR PRESENT AT A CONCENTRATION BELOW THE METHOD DETECTION LIMITS

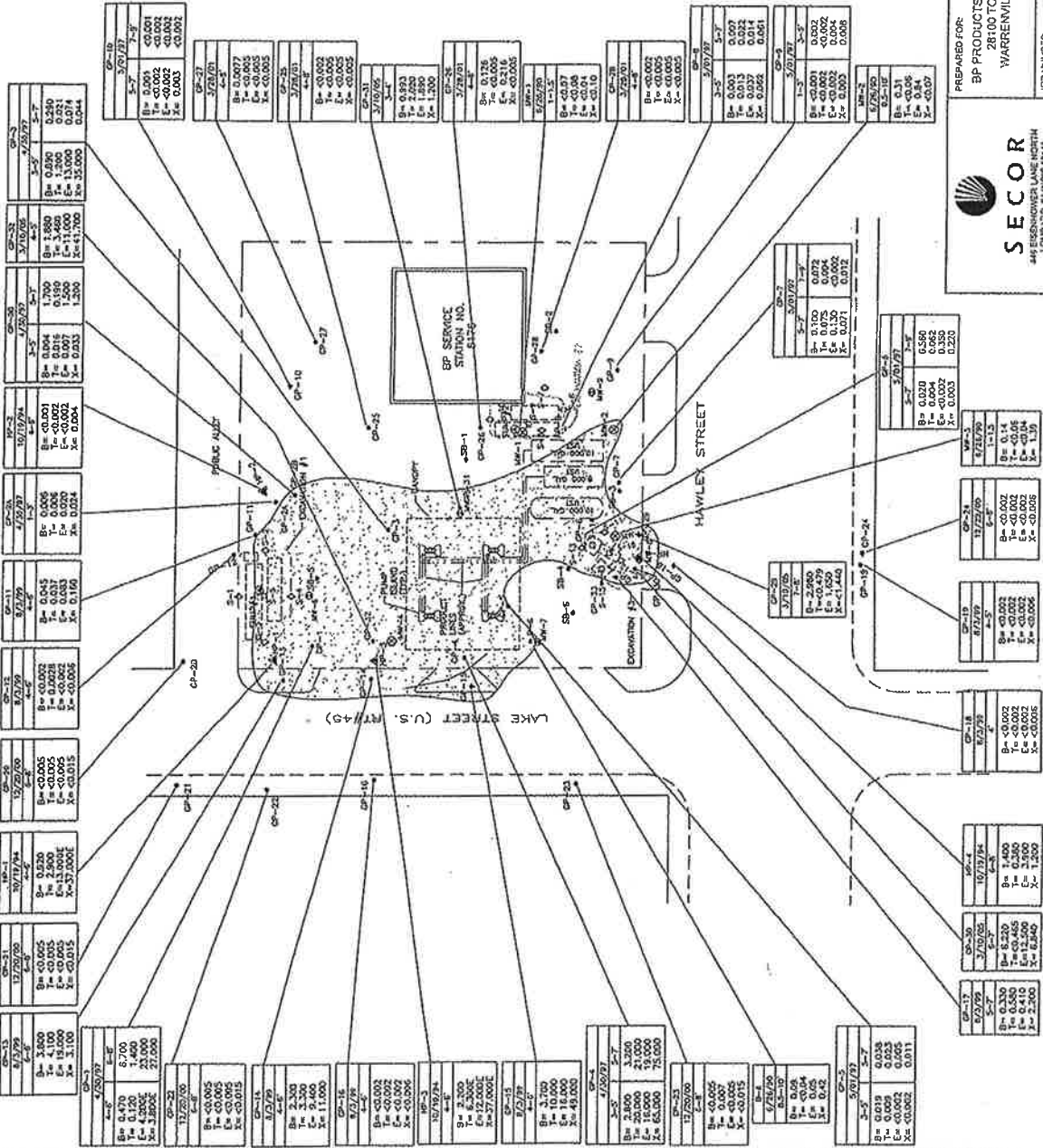
ALL CONCENTRATIONS EXPRESSED IN MILLIGRAMS PER KILOGRAMS (mg/kg)

NOTE: AREA OF IMPACT IS BASED ON CLASS II SOIL COMPONENT TO GROUNDWATER REMEDIATION OBJECTIVES

ESTIMATED AREA OF SOIL IMPACT



NOTE:  
FIGURE ADAPTED FROM DELTA ENVIRONMENTAL CONSULTANTS FILE NAME 06176.DWG (1-26-06)  
ALL MEASUREMENTS ARE APPROXIMATE



PREPARED FOR: BP PRODUCTS OF NORTH AMERICA 26100 SOUTH PARKWAY WARRENVILLE, ILLINOIS 60555	FIGURE: 1A
CHECKED BY: JC	DATE: 03/26/06
APPROVED BY: SC	06176-02.DWG

# LEGEND:

- PROPERTY BOUNDARY
- ESTIMATED EXTENT OF PARKWAY/SHOULDER
- MONITORING WELL
- FORMER MONITORING WELL
- SUMP
- SOIL BORING
- FORMER UNDERGROUND STORAGE TANK
- APPROXIMATE EXCAVATION AREA
- SOIL SAMPLE LOCATION
- HYDRAULIC PROBE

DATE	DEPTH	R.O.
10/10/91	0.17	BENZENE
10/10/91	29	TOLUENE
10/10/91	19	ETHYLBENZENE
10/10/91	150	TOTAL XYLENES

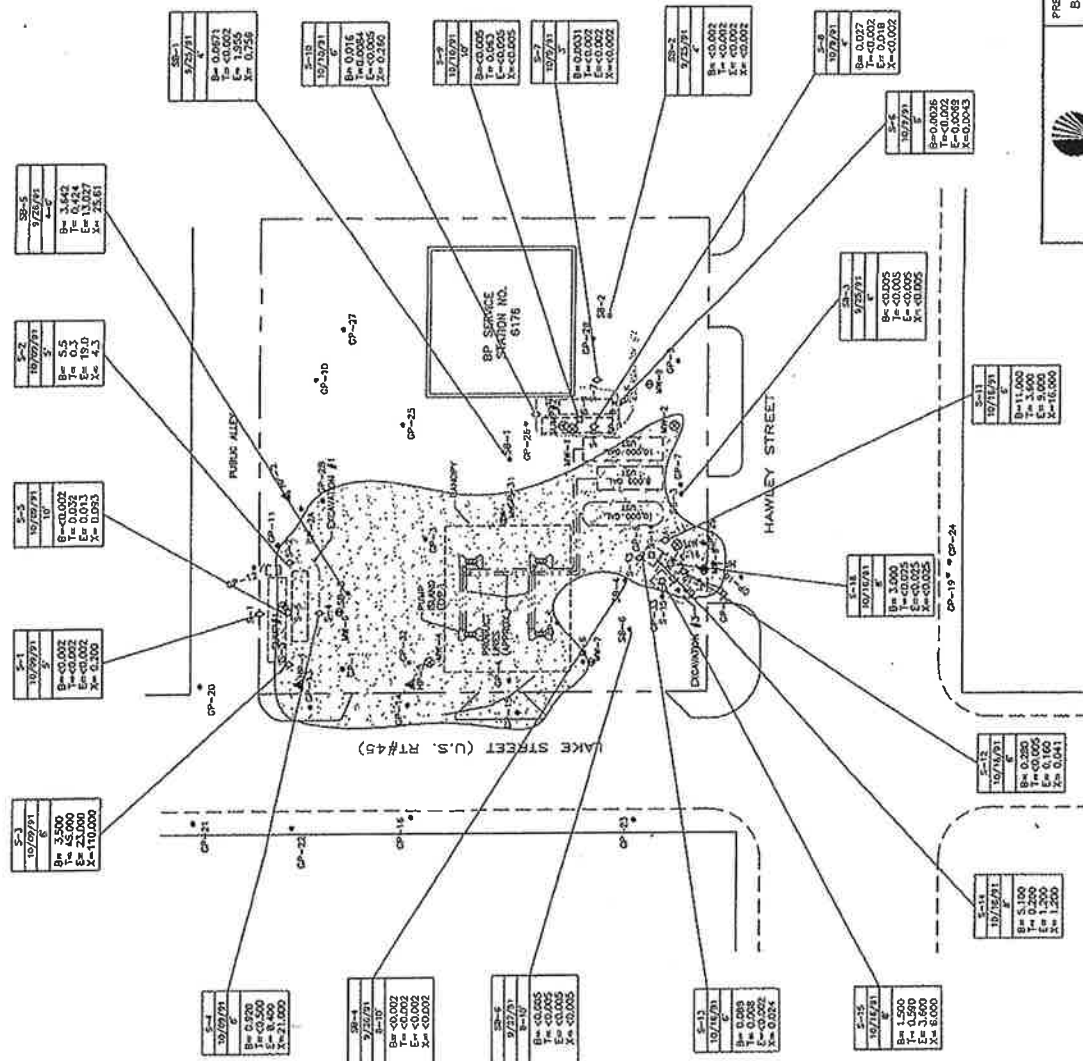
CONCENTRATION EXCEEDS ESTIMATED VALUE OF LABORATORY INSTRUMENTS  
 ANALYTE(S) ABSENT OR PRESENT AT A CONCENTRATION BELOW THE METHOD DETECTION LIMITS  
 ALL CONCENTRATIONS EXPRESSED IN MILLIGRAMS PER KILOGRAMS (mg/kg)

NOTE: AREA OF IMPACT IS BASED ON CLASS II SOIL COMPONENT TO GROUNDWATER REMEDIATION OBJECTIVES

ESTIMATED AREA OF SOIL IMPACT



SCALE (FEET)



NOTE:  
 FIGURE ADAPTED FROM DELTA ENVIRONMENTAL  
 CONSULTANTS FILE NAME 06176.DWG (1-26-05)  
 ALL MEASUREMENTS ARE APPROXIMATE



**SECOR**  
 442 EISENHOWER LANE NORTH  
 WARRENVILLE, ILLINOIS 60555  
 PHONE (630) 284-1611 FAX (630) 284-1681

PREPARED FOR  
 BP PRODUCTS OF NORTH AMERICA  
 28100 TORCH PARKWAY  
 WARRENVILLE, ILLINOIS 60555

JOB NUMBER: USP 06176.00  
 DRAWN BY: JC  
 CHECKED BY: GC  
 DATE: 06/05/05

ESTIMATED IMPACTED SOIL MAP-BTEX  
 BTEX EXCAVATION SAMPLES  
 BP SERVICE STATION NO. 06176  
 4 EAST HAWLEY STREET  
 MUNDELEIN, LAKE COUNTY, ILLINOIS

FIGURE  
**1B**

F:\WORK\03-4\_GENERAL\_2004\STES40176\MUNDELEIN\FIGURES

06176P02.DWG

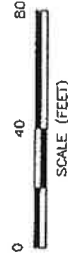
# LEGEND:

- PROPERTY BOUNDARY
- ESTIMATED EXTENT OF PARKWAY/SHOULDER
- MONITORING WELL
- FORMER MONITORING WELL
- SUMP
- SOIL BORING
- FORMER UNDERGROUND STORAGE TANK
- APPROXIMATE EXCAVATION AREA

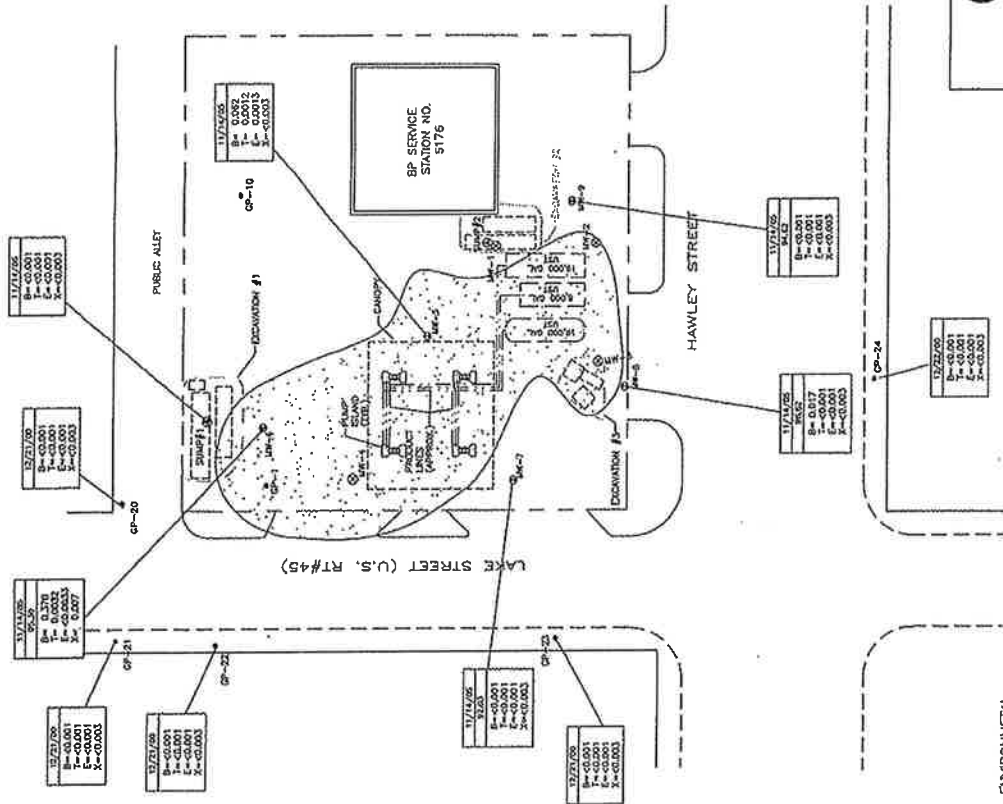
ID	DATE	SAMPLE ID	SAMPLE DATE
DEPTH	R.O.	SAMPLE DEPTH/REMEDATION OBJECTIVES	
B=<0.001	0.025	BENZENE	(CLASS II GROUNDWATER)
T=<0.001	2.5	TOLUENE	
E=<0.001	1.0	ETHYLBENZENE	
X=<0.003	10	TOTAL XYLENE	

ALL CONCENTRATION EXPRESSED IN MILLIGRAMS PER LITER (mg/l).

ESTIMATED AREA OF GROUNDWATER IMPACT



SCALE (FEET)



NOTE:  
FIGURE ADAPTED FROM DELTA ENVIRONMENTAL  
CONSULTANTS FILE NAME 06176.DWG (1-30-06)  
ALL MEASUREMENTS ARE APPROXIMATE



**SECOR**  
408 E. SUPERIOR STREET  
CHICAGO, ILLINOIS 60611  
PH: (312) 779-1461 / FAX: (312) 782-1091

PREPARED FOR  
BP PRODUCTS OF NORTH AMERICA  
24100 TORCH PARKWAY  
WARRENVILLE, ILLINOIS 60555

JOB NUMBER  
13BP-05176-00

DRAWN BY:  
J2

CHECKED BY:  
GC

APPROVED BY:

ESTIMATED IMPACTED  
GROUNDWATER MAP  
BP SERVICE STATION NO. 06176  
4 EAST HAWLEY STREET  
MUNDELEIN, LAKE COUNTY, ILLINOIS

FIGURE  
**2**

DATE: 06/17/02 DWG



EXHIBIT B

**Table 1**  
**Soil BTEX Analytical Results**  
**BP Service Station No. 06176**  
**4 East Hawley Street**  
**Mundelein, Lake County, Illinois**

SOIL ID	SAMPLE DATE	DEPTH (FT)	BENZENE	TOLUENE	ETHYL-BENZENE	TOTAL XYLENES
MW-1	06/26/90	1-1.5	<0.07 <sup>1</sup>	<0.08	<0.04	<0.10
MW-2	06/26/90	8.5-10	0.31 <sup>1,2</sup>	<0.06	0.84	<0.07
MW-3	06/26/90	1-1.5	0.14 <sup>1</sup>	<0.06	<0.04	1.39
MW-4**	06/26/90	3.5-5	42.6 <sup>1,2,3,5,6,8,E</sup>	<0.08	<0.05	<0.10
MW-5**	06/26/90	3.5-5	42.5 <sup>1,2,3,5,6,8,E</sup>	11.66	<0.05	26.9
B-6	06/26/90	8.5-10	0.09 <sup>1</sup>	<0.04	0.05	0.42
SB-1	09/25/91	4'	0.0671 <sup>1</sup>	<0.002	1.955	0.756
SB-2	09/25/91	4'	<0.002	<0.002	<0.002	<0.002
SB-3	09/25/91	4'	<0.005	<0.005	<0.005	<0.005
SB-4	09/26/91	8-10'	<0.002	<0.002	<0.002	<0.002
SB-5	09/26/91	4-6'	3.642 <sup>1,2,5,6,8</sup>	0.424	13.027 <sup>1</sup>	25.61
SB-6	09/27/91	8-10'	<0.005	<0.005	<0.005	<0.005
S-1	10/09/91	5	<0.002	<0.002	<0.002	0.200
S-2	10/09/91	5	5.5 <sup>1,2,5,6,8</sup>	0.3	19 <sup>1,2</sup>	4.3
S-3	10/09/91	6	3.5 <sup>1,2,5,6,8</sup>	45 <sup>1,2</sup>	23 <sup>1,2</sup>	110
S-4	10/09/91	6	0.920 <sup>1,2,5</sup>	<0.5	8.4	21
S-5	10/09/91	10	<0.002	0.032	0.013	0.093
S-6	10/09/91	6	0.0026	<0.002	0.0069	0.0043
S-7	10/09/91	3	0.0031	<0.002	<0.002	<0.002
S-8	10/09/91	4	0.027	<0.002	0.018	<0.002
S-9	10/10/91	10	<0.005	0.0063	<0.005	<0.005
S-10	10/10/91	6	0.016	0.0084	<0.005	0.260
S-11	10/16/91	6	11 <sup>1,2,5,6,8</sup>	3.6	9	16
S-12	10/16/91	6	0.280 <sup>1,2</sup>	<0.005	0.160	0.041
S-13	10/16/91	6	0.089 <sup>1</sup>	0.008	<0.002	0.024
S-14	10/16/91	8	5.1 <sup>1,2,5,6,8</sup>	0.200	1.2	1.2
S-15	10/16/91	8	1.5 <sup>1,2</sup>	0.590	3.6	6
S-16	10/16/91	8	3 <sup>1,2,5,6,8</sup>	<0.025	<0.025	<0.025
SOIL COMPONENT TO GROUNDWATER INGESTION	CLASS I		0.03	12	13	150
	CLASS II		0.07	50	19	180
INGESTION REMEDIATION OBJECTIVES	RESIDENTIAL		12	16,000	2,800	160,000
	COMMERCIAL		100	410,000	200,000	1,000,000
INHALATION REMEDIATION OBJECTIVES	RESIDENTIAL		0.8	650	400	320
	COMMERCIAL		1.6	650	400	320
CONSTRUCTION WORKER REMEDIATION OBJECTIVES	INGESTION		2,300	410,000	20,000	410,000
	INHALATION		2.2	42	58	320

- 1-Class I Soil Component to Groundwater Remediation Objectives exceeded
- 2-Class II Soil Component to Groundwater Remediation Objectives exceeded
- 3-Residential Ingestion Remediation Objectives exceeded
- 4-Commercial Ingestion Remediation Objectives exceeded
- 5-Residential Inhalation Remediation Objectives exceeded
- 6-Commercial Inhalation Remediation Objectives exceeded
- 7-Construction Worker Ingestion Remediation Objectives exceeded

8-Construction Worker Inhalation Remediation Objectives exceeded

E - Result outside calibration range.

Results in Milligram per Kilogram (mg/kg)

Analyzed using USEPA Method 8020

\*Evaluated based on Class II remediation objectives

\*\* Sample locations re-sampled 3/10/05

**Table 1**  
**Soil BTEX Analytical Results**  
**BP Service Station No. 06176**  
**4 East Hawley Street**  
**Mundelein, Lake County, Illinois**

SOIL ID	SAMPLE DATE	DEPTH (FT)	BENZENE	TOLUENE	ETHYL-BENZENE	TOTAL XYLENES
HP-1	10/19/94	4-6'	0.920 <sup>1,2,5</sup>	2.900	13 <sup>E</sup>	37 <sup>E</sup>
HP-2	10/19/94	4-6'	<0.001	<0.002	<0.002	0.004
HP-3	10/19/94	4-6'	2.2 <sup>1,2,5,6,8</sup>	6.3 <sup>E</sup>	12 <sup>E</sup>	37 <sup>E</sup>
HP-4	10/19/94	6-8'	1.4 <sup>1,2,5</sup>	0.380	3.9	1.2
GP-1	04/30/97	4-6'	0.470 <sup>1,2</sup>	0.120	4.2 <sup>E</sup>	3.8 <sup>E</sup>
GP-1	04/30/97	6-8'	6.7 <sup>1,2,5,6,8</sup>	1.4	23 <sup>1,2</sup>	27
GP-2A	04/30/97	1-3'	0.006	0.006	0.020	0.024
GP-2B	04/30/97	3-5'	0.004	0.016	0.007	0.033
GP-2B	04/30/97	5-7'	1.7 <sup>1,2,5,6,8</sup>	0.190	1.5	1.2
GP-3	04/30/97	3-5'	0.890 <sup>1,2,5</sup>	1.2	13 <sup>1</sup>	35
GP-3	04/30/97	5-7'	0.290 <sup>1,2</sup>	0.021	0.074	0.044
GP-4	04/30/97	3-5'	2.8 <sup>1,2,5,6,8</sup>	20 <sup>1</sup>	16 <sup>1</sup>	65
GP-4	04/30/97	5-7'	3.2 <sup>1,2,5,6,8</sup>	21 <sup>1</sup>	19 <sup>1,2</sup>	75
GP-5	05/01/97	3-5'	0.019	0.009	<0.002	<0.002
GP-5	05/01/97	5-7'	0.038 <sup>1</sup>	0.023	0.005	0.011
GP-6	05/01/97	5-7'	0.020	0.004	<0.002	0.003
GP-6	05/01/97	7-9'	0.560 <sup>1,2</sup>	0.062	0.350	0.220
GP-7	05/01/97	5-7'	0.100 <sup>1</sup>	0.075	0.130	0.071
GP-7	05/01/97	7-9'	0.072	0.004	<0.002	0.012
GP-8	05/01/97	3-5'	0.003	0.013	0.037	0.062
GP-8	05/01/97	5-7'	0.007	0.022	0.014	0.061
* GP-9	05/01/97	1-3'	<0.001	<0.002	<0.002	0.003
GP-9	05/01/97	3-5'	0.002	<0.002	0.004	0.008
GP-10	05/01/97	5-7'	0.001	<0.002	<0.002	0.003
GP-10	05/01/97	7-9'	<0.001	<0.002	<0.002	<0.002
SOIL COMPONENT TO GROUNDWATER INGESTION	CLASS I		0.03	12	18	150
	CLASS II		0.17	20	19	150
INGESTION REMEDIATION OBJECTIVES	RESIDENTIAL		12	10,000	7,800	100,000
	COMMERCIAL		100	40,000	200,000	1,000,000
INHALATION REMEDIATION OBJECTIVES	RESIDENTIAL		0.8	650	400	320
	COMMERCIAL		176	650	400	320
CONSTRUCTION WORKER REMEDIATION OBJECTIVES	INGESTION		2,500	40,000	20,000	40,000
	INHALATION		2.2	42	55	320

1-Class I Soil Component to Groundwater Remediation Objectives exceeded  
2-Class II Soil Component to Groundwater Remediation Objectives exceeded  
3-Residential Ingestion Remediation Objectives exceeded  
4-Commercial Ingestion Remediation Objectives exceeded  
5-Residential Inhalation Remediation Objectives exceeded  
6-Commercial Inhalation Remediation Objectives exceeded  
7-Construction Worker Ingestion Remediation Objectives exceeded

8-Construction Worker Inhalation Remediation Objectives exceeded  
E - Result outside calibration range.  
Results in Milligram per Kilogram (mg/kg)  
Analyzed using USEPA Method 8020  
\*Evaluated based on Class II remediation objectives  
\*\* Sample locations re-sampled 3/10/05

**Table 1**  
**Soil BTEX Analytical Results**  
**BP Service Station No. 06176**  
**4 East Hawley Street**  
**Mundelein, Lake County, Illinois**

SOIL ID	SAMPLE DATE	DEPTH (FT)	BENZENE	TOLUENE	ETHYL-BENZENE	TOTAL XYLENES
GP-11	08/03/99	4-6	0.045 <sup>1</sup>	0.037	0.083	0.160
GP-12	08/03/99	4-6	<0.002	0.0028	<0.002	<0.006
GP-13	08/03/99	6-8	3.8 <sup>1,2,5,6,8</sup>	4.1	19 <sup>1,2</sup>	3.1
GP-14	08/03/99	4-6	2.3 <sup>1,2,5,6,8</sup>	3.3	9.4	11
GP-15	08/03/99	4-6	3.7 <sup>1,2,5,6,8</sup>	10	16 <sup>1</sup>	49
GP-16	08/03/99	4-6	<0.002	<0.002	<0.002	<0.006
GP-17	08/03/99	5-7	0.330 <sup>1,2</sup>	0.580	0.410	2.2
GP-18	08/03/99	4	<0.002	<0.002	<0.002	<0.006
GP-19	08/03/99	4-5	<0.002	<0.002	<0.002	<0.006
GP-20	12/20/00	6-8	<0.005	<0.005	<0.005	<0.015
GP-21	12/20/00	6-8	<0.005	<0.005	<0.005	<0.015
GP-22	12/20/00	6-8	<0.005	<0.005	<0.005	<0.015
GP-23	12/20/00	6-8	<0.005	0.007	<0.005	<0.015
GP-24	12/22/00	6-8	<0.002	<0.002	<0.002	<0.006
GP-25	03/28/01	4-8	<0.002	<0.005	<0.005	<0.005
GP-26	03/28/01	4-8	0.126 <sup>1</sup>	<0.005	0.216	<0.005
GP-27	03/28/01	4-8	0.0077	<0.005	<0.005	<0.005
GP-28	03/28/01	4-8	<0.002	<0.005	<0.005	<0.005
GP-29	03/10/05	7-8	2.980 <sup>1,2,5,6,8</sup>	<0.479	1.650	<1.440
GP-30	03/10/05	6-7	6.220 <sup>1,2,5,6,8</sup>	<0.465	12.500	6.840
GP-31	03/10/05	3-4	0.993 <sup>1,2,5</sup>	2.020	1.890	1.200
GP-32	03/10/05	4-5	1.880 <sup>1,2,5,6</sup>	3.460	11.000	41.700
SOIL COMPONENT TO GROUNDWATER INGESTION	CLASS I		0.03	12	12	150
	CLASS II		0.17	50	19	150
INGESTION REMEDIATION OBJECTIVES	RESIDENTIAL		12	16,000	7,800	160,000
	COMMERCIAL		100	400,000	200,000	4,000,000
INHALATION REMEDIATION OBJECTIVES	RESIDENTIAL		0.3	650	400	320
	COMMERCIAL		1.6	650	400	320
CONSTRUCTION WORKER REMEDIATION OBJECTIVES	INGESTION		2,300	410,000	20,000	410,000
	INHALATION		2.2	42	58	320

1-Class I Soil Component to Groundwater Remediation Objectives exceeded  
2-Class II Soil Component to Groundwater Remediation Objectives exceeded  
3-Residential Ingestion Remediation Objectives exceeded  
4-Commercial Ingestion Remediation Objectives exceeded  
5-Residential Inhalation Remediation Objectives exceeded  
6-Commercial Inhalation Remediation Objectives exceeded  
7-Construction Worker Ingestion Remediation Objectives exceeded

8-Construction Worker Inhalation Remediation Objectives exceeded  
E - Result outside calibration range.  
Results in Milligram per Kilogram (mg/kg)  
Analyzed using USEPA Method 8020  
\*Evaluated based on Class II remediation objectives  
\*\* Sample locations re-sampled 3/10/05

**Table 2**  
**Groundwater BTEX Analytical Results**  
**BP Service Station No. 06176**  
**4 East Hawley Street**  
**Mundelein, Lake County, Illinois**

SAMPLE ID	DATE SAMPLED	BENZENE	TOLUENE	ETHYL BENZENE	TOTAL XYLENES
MW-1	08/03/90	<0.002	<0.002	<0.002	<0.004
MW-2	08/03/90	0.030 <sup>1,2</sup>	<0.002	0.026	0.056
MW-3	08/03/90	4.64 <sup>1,2</sup>	0.956	0.354	1.10
MW-4	08/03/90	0.008	0.004	0.003	0.009
Sump-1	08/03/90	0.111 <sup>1,2</sup>	0.008	0.010	0.007
	03/24/05	<0.001	<0.001	<0.001	<0.003
	08/22/05	<0.001	<0.001	<0.001	<0.003
	11/14/05	<0.001	<0.001	<0.001	<0.003
Sump-2	08/03/90	0.127 <sup>1,2</sup>	0.213	0.064	0.181
MW-5	08/03/90	2.56 <sup>1,2</sup>	0.095	0.417	1.21
	03/24/05	0.776 <sup>1,2</sup>	0.0048	0.0088	0.0077
	08/22/05	0.103 <sup>1,2</sup>	0.0012	<0.001	<0.003
	11/14/05	0.062 <sup>1,2</sup>	0.0012	0.0013	<0.003
MW-6	09/08/99	3.500 <sup>1,2</sup>	0.150	0.200	0.760
	12/12/00	3.500 <sup>1,2</sup>	0.051	0.087	0.560
	09/10/03	1.620 <sup>1,2</sup>	0.008	0.0061	0.0359
	12/07/04	1.880 <sup>1,2</sup>	0.0201	<0.005	0.0729
	03/24/05	1.810 <sup>1,2</sup>	0.0114	0.0933	0.0378
	08/22/05	0.471 <sup>1,2</sup>	0.0038	0.0058	0.0278
	11/14/05	0.370 <sup>1,2</sup>	0.0032	0.0033	0.007
MW-7	09/08/99	<0.001	<0.001	<0.001	<0.003
	12/12/00	<0.001	<0.001	<0.001	<0.003
	09/10/03	<0.005	<0.005	<0.005	<0.005
	12/07/04	<0.001	<0.001	<0.001	<0.003
	03/24/05	0.0176 <sup>1</sup>	<0.001	<0.001	<0.003
	08/22/05	<0.001	<0.001	<0.001	<0.003
	11/14/05	<0.001	<0.001	<0.001	<0.003
MW-8	09/08/99	<0.074 <sup>1,2</sup>	0.0014	0.0039	<0.003
	12/12/00	0.017 <sup>1</sup>	<0.001	<0.001	<0.003
	09/10/03	0.0102 <sup>1</sup>	<0.005	<0.005	<0.005
	12/07/04	0.0899 <sup>1,2</sup>	<0.001	<0.001	<0.003
	03/24/05	0.111 <sup>1,2</sup>	<0.001	<0.001	<0.003
	08/22/05	0.0934 <sup>1,2</sup>	<0.001	<0.001	<0.003
	11/14/05	0.017 <sup>1</sup>	<0.001	<0.001	<0.003
GROUNDWATER REMEDIATION OBJECTIVES	CLASS I	0.005	1	0.7	10
	CLASS II*	0.025	2.5	1	10

1 = Class I Criteria Remediation Objective exceeded  
2= Class II Criteria Remediation Objective exceeded  
\* This site has been evaluated based on Class II criteria

Results in milligrams per liter (mg/l)  
Analytical Method: EPA 8021

Table 2  
Groundwater BTEX Analytical Results  
BP Service Station No. 06176  
4 East Hawley Street  
Mundelein, Lake County, Illinois

SAMPLE ID	DATE SAMPLED	BENZENE	TOLUENE	ETHYL BENZENE	TOTAL XYLENES
MW-9	09/08/99	<0.001	0.0012	<0.001	<0.003
	12/12/00	<0.001	0.001	0.001	<0.003
	09/10/03	<0.005	<0.005	<0.005	<0.005
	12/07/04	<0.001	<0.001	<0.001	<0.001
	03/24/05	0.0057 <sup>1</sup>	0.0013	<0.001	<0.003
	08/22/05	<0.005	<0.005	0.0101	<0.015
	11/14/05	<0.001	<0.001	<0.001	<0.003
GP-1	04/30/97	7.1 <sup>1,2</sup>	0.400	3.4 <sup>1,2</sup>	6.9
GP-10	05/01/97	<0.001	0.007	0.005	0.018
GP-20	12/21/00	<0.001	<0.001	<0.001	<0.003
GP-21	12/21/00	<0.001	<0.001	<0.001	<0.003
GP-22	12/21/00	<0.001	<0.001	<0.001	<0.003
GP-23	12/21/00	<0.001	<0.001	<0.001	<0.003
GP-24	12/22/00	<0.001	<0.001	<0.001	<0.003
GROUNDWATER REMEDIATION OBJECTIVES	CLASS I	0.005	1	0.7	10
	CLASS II*	0.025	2.5	1	10

1 = Class I Criteria Remediation Objective exceeded

2 = Class II Criteria Remediation Objective exceeded

\* This site has been evaluated based on Class II criteria

Results in milligrams per liter (mg/l)

Analytical Method: EPA 8021

EXHIBIT C

11/20/07  
11/20/07



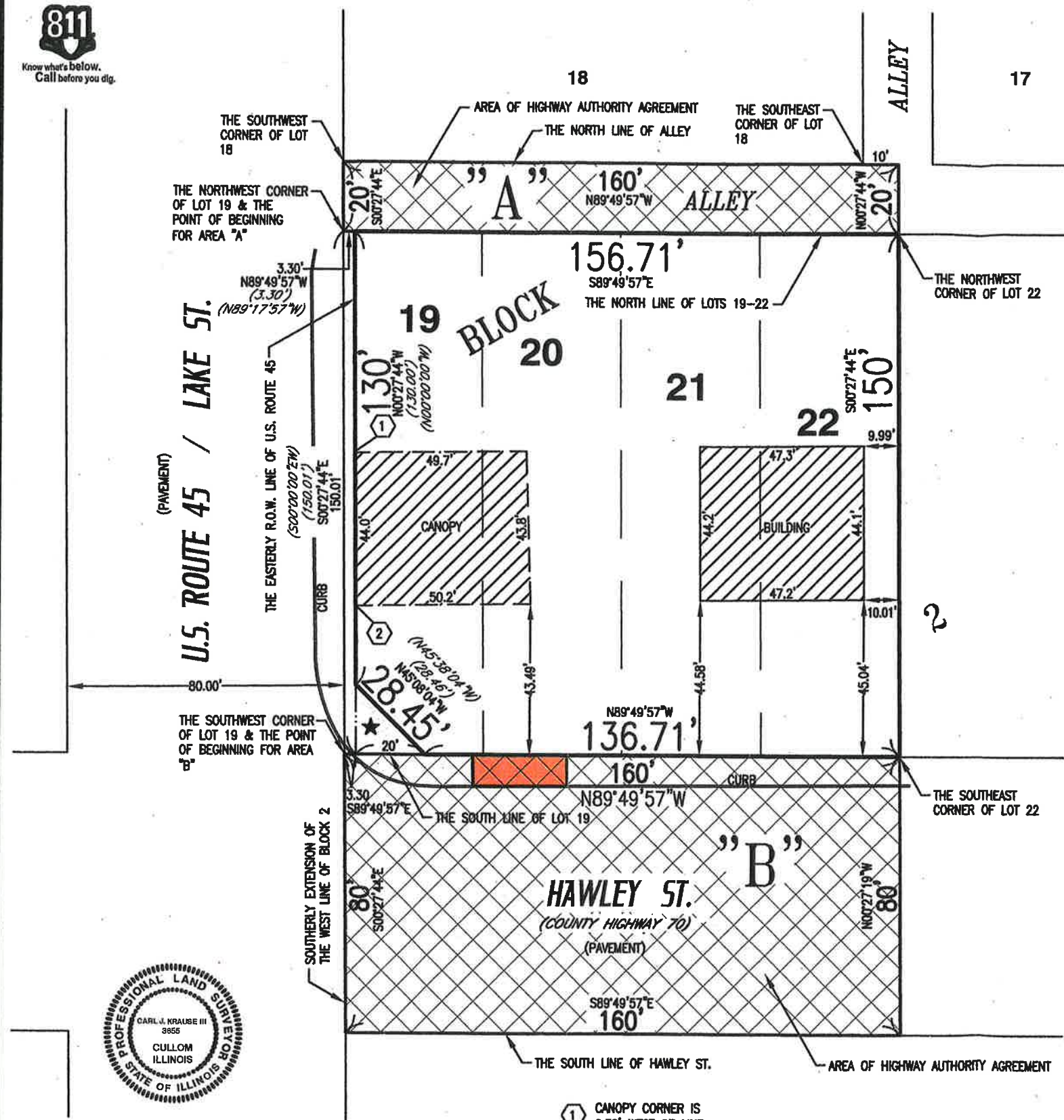
**EXHIBIT 2 TO**  
**SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT**

Depiction of Right-of-Way

811

Know what's below.  
Call before you dig.

## Plat of Survey



## PARCEL DESCRIPTION

LOTS 19 TO 22, INCLUSIVE IN BLOCK 2 IN THE PLAT OF THE TOWN OF HOLCOMB (NOW MUNDELEIN), BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19 AND PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM, THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 19, THENCE ALONG A CALCULATED BEARING OF SOUTH 89 DEGREES 17 MINUTES 57 SECONDS EAST, 3.30 FEET ALONG THE SOUTH LINE OF SAID LOT 19 TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF U.S. ROUTE 45 (LAKE STREET) AS DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED FEBRUARY 13, 1933 AND RECORDED FEBRUARY 13, 1933 AS DOCUMENT 388786; THENCE CONTINUING SOUTH 89 DEGREES 17 MINUTES 57 SECONDS EAST, 20.00 FEET ALONG THE SAID SOUTH LINE OF LOT 19; THENCE NORTH 44 DEGREES 38 MINUTES 59 SECONDS WEST 28.46 FEET TO A POINT ON THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF U.S. ROUTE 45; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 130.00 FEET ALONG THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF U.S. ROUTE 45 TO A POINT ON THE NORTH LINE OF SAID LOT 19; THENCE NORTH 89 DEGREES 17 MINUTES 57 SECONDS WEST, 3.30 FEET ALONG THE SAID NORTH LINE OF LOT 19 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 150.00 FEET ALONG THE WEST LINE OF SAID LOT 19 TO THE POINT OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 1986 AS DOCUMENT 33999, IN BOOK "A" OF PLATS, PAGE 58, IN LAKE COUNTY, ILLINOIS.

PER TRUSTEES QUIT CLAIM DEED IN TRUST RECORDED OCTOBER 25, 2011 AS DOCUMENT 6780760.

## AREA OF HIGHWAY AUTHORITY AGREEMENT "A"

A PART OF THE ALLEY LYING ADJACENT TO LOTS 19, 20, 21 AND 22 IN BLOCK 2 OF THE PLAT OF THE TOWN OF HOLCOMB (NOW MUNDELEIN) AS SHOWN IN BOOK "A" OF PLATS AT PAGE 58 AS DOCUMENT NO. 33999 IN THE OFFICE OF THE LAKE COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 19 IN BLOCK 2 AND RUNNING; THENCE SOUTH 89°49'57" EAST (GRID BEARING), ALONG THE NORTH LINE OF SAID LOTS 19, 20, 21 AND 22, 160 FEET TO THE NORTHEAST CORNER OF SAID LOT 22 IN BLOCK 2; THENCE NORTH 00°27'44" WEST, ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 22, 20 FEET, TO THE INTERSECTION OF SAID NORTHERLY EXTENSION OF THE EAST LINE OF LOT 22 WITH THE NORTH LINE OF THE ALLEY RUNNING EAST AND WEST IN SAID BLOCK 2, SAID INTERSECTION BEING 10 FEET EAST OF THE SOUTHEAST CORNER OF LOT 18 IN SAID BLOCK 2; THENCE NORTH 89°49'57" WEST, ALONG SAID NORTH LINE OF THE ALLEY, 160 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18 IN BLOCK 2; AND THENCE SOUTH 00°27'44" EAST, ALONG THE WEST LINE OF SAID BLOCK 2, 20 FEET, TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED FEBRUARY 13, 1933 AND RECORDED FEBRUARY 13, 1933 AS DOCUMENT 388786 IN SAID OFFICE OF THE LAKE COUNTY RECORDER.

## AREA OF HIGHWAY AUTHORITY AGREEMENT "B"

THAT PART OF HAWLEY STREET LYING ADJACENT TO AND ALONG THE SOUTHERLY SIDE OF LOTS 19, 20, 21 AND 22 IN BLOCK 2 OF THE PLAT OF THE TOWN OF HOLCOMB (NOW MUNDELEIN) AS SHOWN IN BOOK "A" OF PLATS AT PAGE 58 AS DOCUMENT NO. 33999, RECORDED JUNE 19, 1986, IN THE OFFICE OF THE LAKE COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 19 IN BLOCK 2 AND RUNNING; THENCE SOUTH 00°27'44" EAST (GRID BEARING), ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 2, 80.00 FEET, TO THE INTERSECTION OF SAID WEST LINE WITH THE SOUTH LINE OF SAID HAWLEY STREET; THENCE SOUTH 89°49'57" EAST, ALONG SAID SOUTH LINE OF HAWLEY STREET, 160.00 FEET; THENCE NORTH 00°27'19" WEST, 80.00 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 22 IN BLOCK 2 OF THE TOWN OF HOLCOMB, SAID SOUTHEAST CORNER BEING ON THE NORTH LINE OF SAID HAWLEY STREET; AND THENCE NORTH 89°49'57" WEST, ALONG SAID NORTH LINE OF HAWLEY STREET, BEING ALSO THE SOUTHERLY LINE OF SAID LOTS 22, 21, 20 AND 19, 160.00 FEET, TO THE POINT OF BEGINNING.

REVISED FEBRUARY 26, 2018 TO MAKE REFERENCE TO RECORDING DATE FOR DOCUMENT NO. 33999 AND TO REFERENCE COUNTY HIGHWAY 70.

## NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NONE WAS PROVIDED. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD OR NOT OF RECORD, AFFECTING THIS PROPERTY WHICH ARE NOT SHOWN.
2. SITE DATA WAS PROVIDED BY THE CLIENT.
3. PLEASE CHECK LAND DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY.
4. COMPARE ALL POINTS BEFORE BUILDING BY SAME AND REPORT ANY DISCREPANCY AT ONCE.
5. BUILDING LINES, IF ANY, SHOWN HEREON ARE BUILDING LINES SHOWN ON THE RECORDED SUBDIVISION PLAT. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT, DEED, CONTRACT AND LOCAL BUILDING LINE REGULATION.

STATE OF ILLINOIS  
COUNTY OF LIVINGSTON SS

I, CARL J. KRAUSE III, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY, AND "THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

CULLOM, ILLINOIS FEBRUARY 1, 2018

ILLINOIS PROFESSIONAL LAND SURVEYOR #3655  
LICENSE EXPIRES NOVEMBER 30, 2018

- 1 CANOPY CORNER IS 0.38' WEST OF LINE
- 2 CANOPY CORNER IS 0.16' EAST OF LINE

(28.46') INDICATES DEED MEASUREMENTS  
(N45°38'04"W)

- ★ EXCEPTION AREA
- ⊗ HIGHWAY AUTHORITY AGREEMENT AREA
- ⊗ AREA OF IMPACT



**KRAUSE SURVEYING INC.**

ILLINOIS PROFESSIONAL DESIGN FIRM #184-004847

"SERVING ILLINOIS LANDOWNERS FOR OVER 60 YEARS"

115 WEST HACK ST. - P.O. BOX 336 - CULLOM, IL 60929

PHONE (815) 676-0899 ~ FAX (815) 676-4999

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DISTANCES ARE MARKED IN FEET AND DECIMALS  
ORDER NO.: 181201  
ORDERED BY: PARSONS ENVIRONMENT & INFRASTRUCTURE INC.

**EXHIBIT 3 TO**  
**SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT**

Payment Bond

### Exhibit 3

#### 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  
4 E. Hawley Street, Mundelein, IL  
Service Station No. 06176

Amount: \$50,000.00

KNOW BY ALL MEN BY THESE PRESENTS, what we BP Products North America Inc. [full name and address] as Principal and [full name and address] as Surety are bound unto the County of Lake ("the County"), herein called the Obligee, in the sum of Fifty Thousand Dollars (\$50,000) 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. 061176 located at 4 E. Hawley Street in Mundelein Illinois dated \_\_\_\_ 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 BP Products North America as the Owner/Operator including, but not limited to, those obligations set forth in paragraphs 14-16 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 9 of the Agreement.

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

ATTEST:

PRINCIPAL:

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

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

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

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

ATTEST:

SURETY:

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

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

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

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