

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ____ day of _____, _____ pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) **ABBVIE INC. (ABBVIE)** (“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, and (3) and the CITY OF NORTH CHICAGO, an Illinois Municipal Corporation, acting by and through its Mayor and City Council, hereinafter referred to as the CITY, collectively known as the (“Parties”).

WHEREAS, 14th Street, COUNTY Highway 13, is a designated route on the COUNTY highway system;

WHEREAS, by way of an existing agreement between the COUNTY and the CITY, which is attached as Exhibit A, the COUNTY granted the CITY permitting authority and maintenance responsibility over the section of 14th Street from Jackson Street to Illinois Route 137/Sheridan Road;

WHEREAS, both the COUNTY and the CITY shall be collectively known as the (“Highway Authorities”);

WHEREAS, **ABBVIE** is the owner or operator of one or more leaking underground storage tanks presently or formerly located at **1410 North Sheridan Road, North Chicago, Illinois 60064** (“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 number(s) **20010976** to the Release(s).
3. Attached as Exhibit B is scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
4. Attached as Exhibit C 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 C are identified on the map(s) in Exhibit B.
5. Attached as Exhibit D 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 D 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 Authorities, both have jurisdiction over the Right-of-Way that give them control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
8. The Highway Authorities agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
9. The Highway Authorities further agree 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 Authorities 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 Authorities 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 Authorities 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 Authorities, 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

AbbVie, Inc.

Attn: Eileen Openbrier

1401 Sheridan Road

North Chicago, IL 60064

Highway Authorities

Lake County Division of Transportation

Attn: County Engineer

600 West Winchester Road

Libertyville, Illinois 60048

Phone: (847) 377-7400

Email: DOT@lakecountyil.gov

City of North Chicago

Attn: Mayor

1850 Lewis Avenue

North Chicago, IL 60064

Phone: 847-596-8600

Exhibit A

Lake County and North Chicago Agreement

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION I.
Recitals/Headings

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

SECTION II.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION III.
Road Name Change**

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

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

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

SECTION IV.

Jurisdictional Transfer, Permitting and Maintenance of 14th Street

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

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

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

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

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

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

SECTION V. General Provisions

1. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the CITY (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever, or the COUNTY (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the CITY for any purpose or in any manner, whatsoever. The CITY is to be and shall remain independent of the COUNTY, and vice versa, with respect to all services performed under THIS AGREEMENT.
2. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on December 1, 2018, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to December 1, 2018. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to December 1, 2018, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of

the parties hereto affixes his/her signature.

5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in the Circuit Court of Lake County by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
6. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.7. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
8. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party, except as provided for in THIS AGREEMENT.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
11. Except where otherwise provided in THIS AGREEMENT, the term THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both parties.
12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by January 1, 2025.

CITY OF NORTH CHICAGO
ATTEST:

City Clerk
City of North Chicago

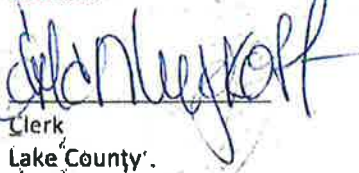
By: _____
Mayor Leon Rockingham Jr. City of
North Chicago

Date: _____

RECOMMENDED FOR EXECUTION


Shane Schnelder, P.E.
Director of Transportation/County Engineer

ATTEST:


Clerk
Lake County.
11/1

COUNTY OF LAKE

By: 
Interim County Board Chairman


Date: 11/30/18

CITY OF NORTH CHICAGO

ATTEST:



City Clerk
City of North Chicago

By: 

Mayor Leon Rockingham Jr.
City of North Chicago

Date: 12/3/18

RECOMMENDED FOR EXECUTION

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

ATTEST:

Clerk
Lake County

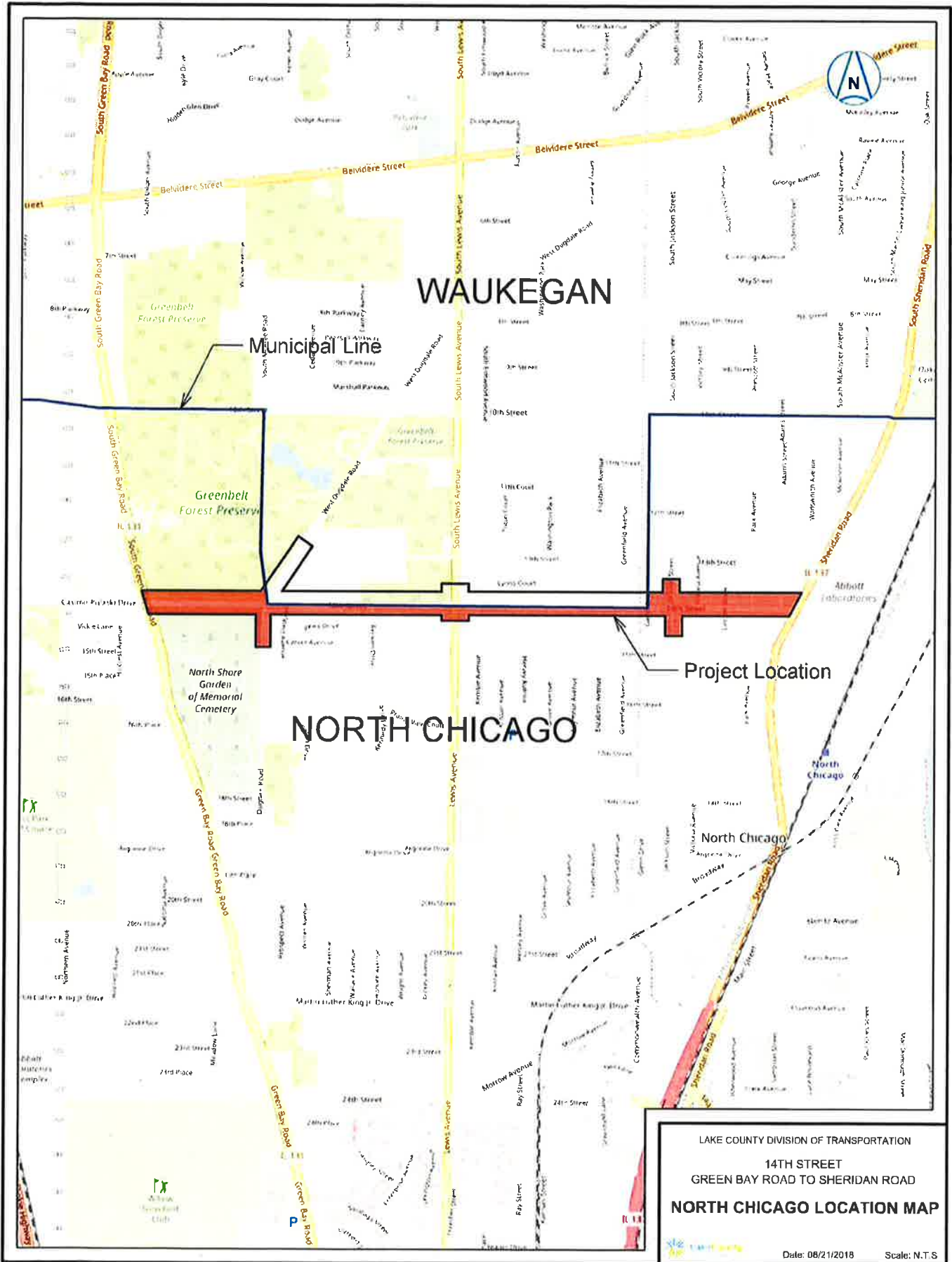
COUNTY OF LAKE

By: _____
Chairman
Lake County Board

Date: _____

EXHIBIT A

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



LAKE COUNTY DIVISION OF TRANSPORTATION

14TH STREET
GREEN BAY ROAD TO SHERIDAN ROAD

NORTH CHICAGO LOCATION MAP



GREEN BAY ROAD

14TH STREET

NORTH CHICAGO

LEGEND

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

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

Date: 09/21/2018 Horiz: 0' Scale: 0' 50' 100'

MATCH LINE STA 13+75

MATCH LINE STA 33+75

MATCH LINE STA 13+75



WAUKEGAN

NORTH CHICAGO

14TH STREET

DUGDALE ROAD

Rectangular Rapid Flashing Beacon

LEGEND

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

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

Date: 05/21/2018
Scale: 1" = 50' 100'

MATCH LINE STA 33+75

MATCH LINE STA 53+75

WAUKEGAN

NORTH CHICAGO

LEWIS AVENUE

14TH STREET



LEGEND

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

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

Scale: 1" = 40' 0" 80' 160'
Date: 08/21/2018 Horiz: 0

MATCH LINE STA 73+50

MATCH LINE STA 53+75



JACKSON STREET

14TH STREET

WAUKEGAN

NORTH CHICAGO

LEGEND

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

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

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



SHERIDAN ROAD

14TH STREET

NORTH CHICAGO

MATCH LINE STA 73+50

LEGEND

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

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

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

EXHIBIT B

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

Exhibit B

Limits of Jurisdictional Transfer and Limits of Existing Municipal Extension

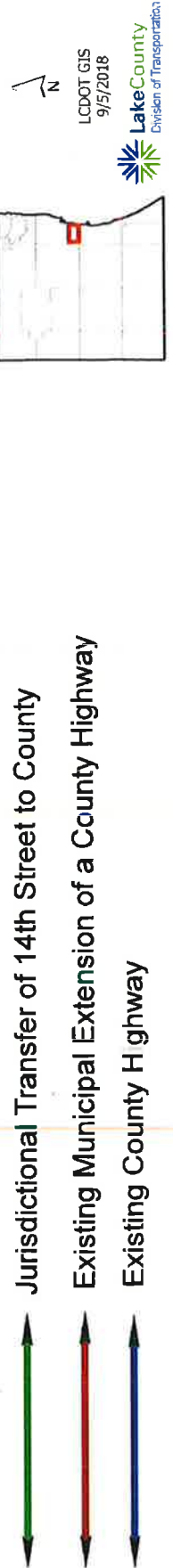
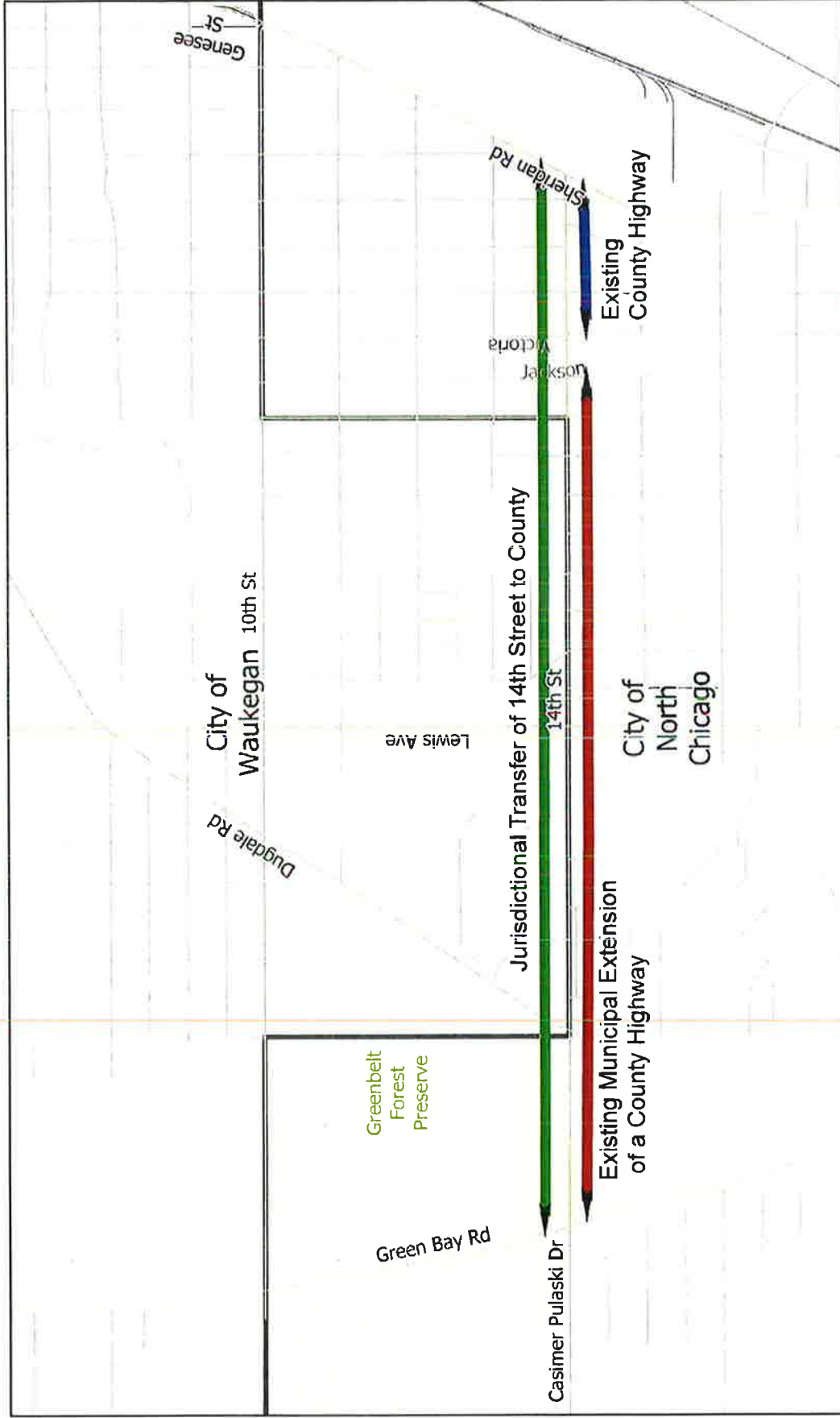


EXHIBIT C

LOCAL AGENCY JURISDICTIONAL TRANSFER AGREEMENT



Illinois Department of Transportation

Local Agency Agreement for Jurisdictional Transfer

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

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

Location Description

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

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

Include for Municipalities Only

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

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

Include for Counties Only

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

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

Include for Township/Road Districts Only

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

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

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

☒ upon IDOT approval ☐ _____ calendar days after _____

Supplements

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

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

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

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Leon Rockingham, Jr. Name _____

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

Signature _____ Signature _____

APPROVED

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION By: _____

Director, Office of Planning and Programming

Date



Illinois Department of Transportation Jurisdictional Transfer

Lake County

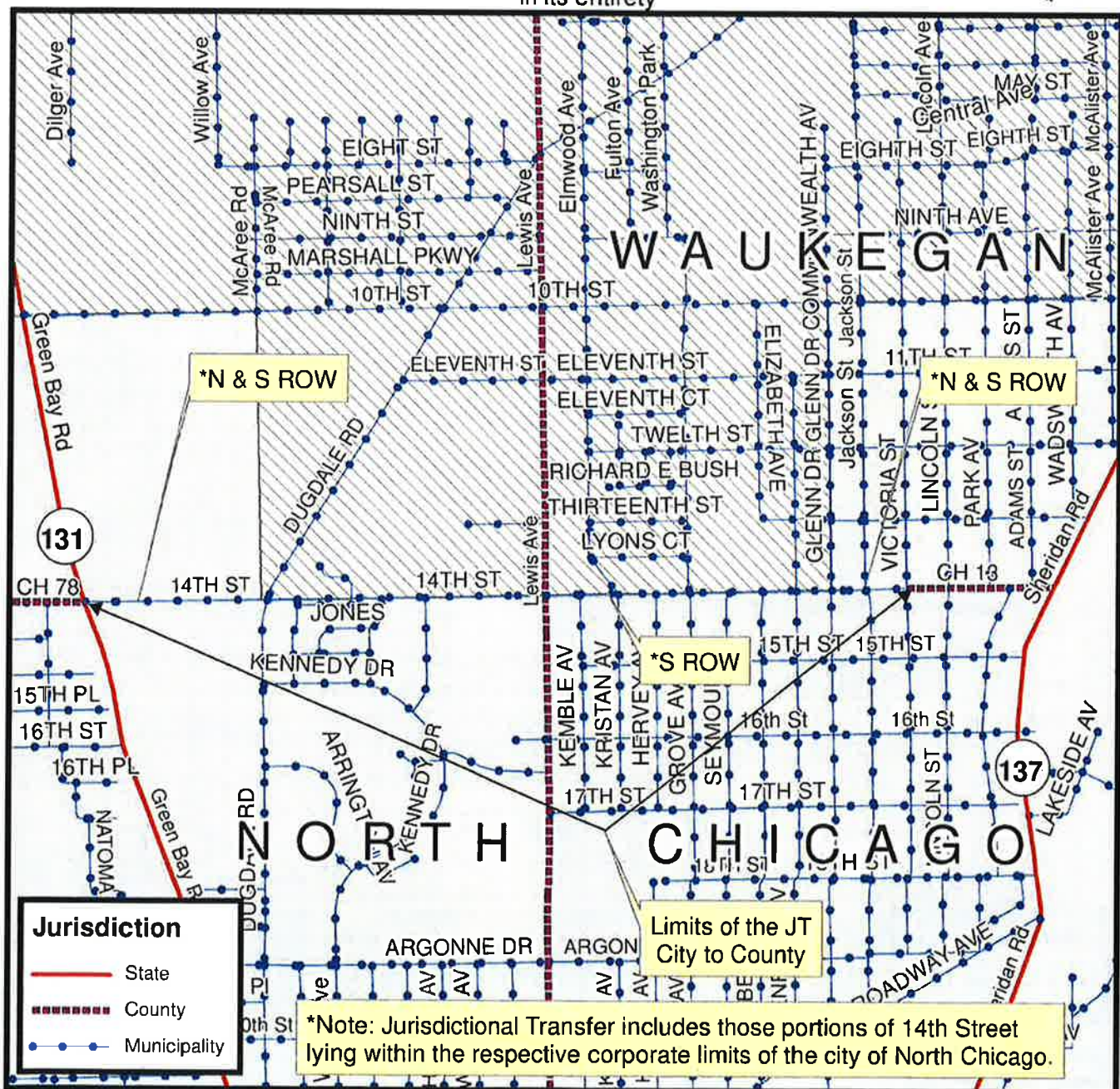
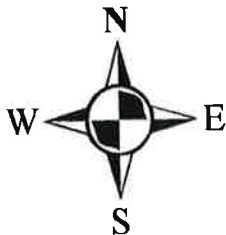
CITY OF NORTH CHICAGO

TO

LAKE COUNTY

14th STREET (FAU 1228)

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

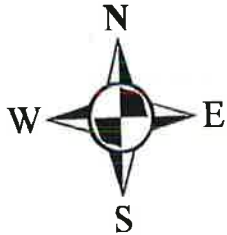




Illinois Department of Transportation

Lake County

Changes to: Lake County Highway 78 (A29)



FAU 1228
Casimir Pulaski Drive
14th Street

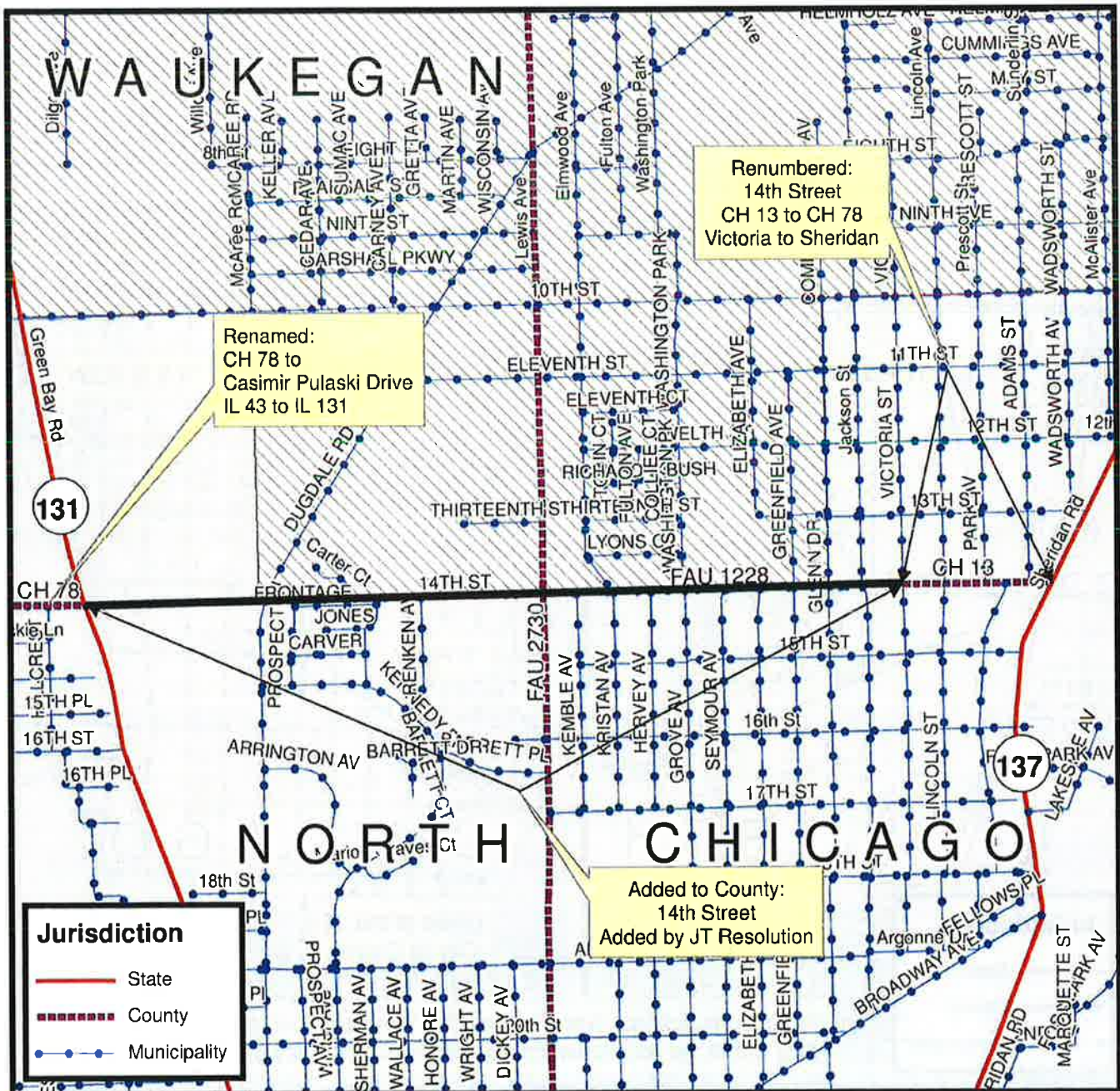


EXHIBIT D
ESTIMATED DIVISION OF COST
14TH STREET (GREEN BAY ROAD TO SHERIDAN ROAD)
CITY OF NORTH CHICAGO
99-00260-01-WR

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

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



Lake County Illinois

Certified Copy

resolution: 18-1409

File Number: 18-1409

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

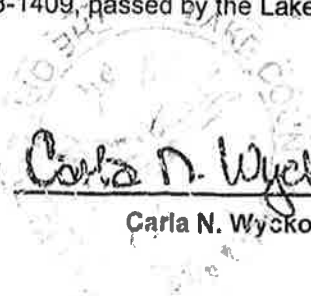
BE IT FURTHER RESOLVED that the County Clerk, the County Board Chair and the County Engineer of Lake County are authorized and hereby directed to prepare and transmit whatever information IDOT determines is necessary to document the addition of 14th Street, County Highway 78, from Illinois Route 131/Green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

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

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

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

Attest:


Carla N. Wyckoff

Carla N. Wyckoff

NOV 16 2018

Date Certified

Exhibit B

Figures 1 and 2



14TH STREET



LEGEND

MW10	2019 CEC MONITORING WELL	—	SIGN	---	PROPERTY LINE
SB20	2019 CEC SOIL BORING (NO EXCEED.)	●	BOLLARD	---	UNDERGROUND GAS MAIN
SB1	HISTORICAL SOIL BORING (NO EXCEED.)	✕	FIRE HYDRANT	---	UNDERGROUND CABLE LINE
MW11	HISTORICAL MONITORING WELL	—	CABLE PEDESTAL	---	STORM SEWER LINE
SB02	SOIL BORING WITH EXCEEDANCES	—	GAS VALVE	---	WATER MAIN
	ESTIMATED EXTENT OF SOIL CONTAMINATION	—	TELEPHONE PEDESTAL	OH-E	OVERHEAD ELECTRIC
●	WATER VALVE	—	TELEPHONE MANHOLE	UG-E	UNDERGROUND ELECTRIC
✕	UTILITY POLE	—	CURB INLET	---	CHAIN LINK FENCE
☆	LIGHT POLE	—	TRAFFIC SIGNAL POLE	---	CURB
		—	DRAINAGE MANHOLE		

NOTES

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

*HAND SIGNATURE ON FILE

REFERENCE

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

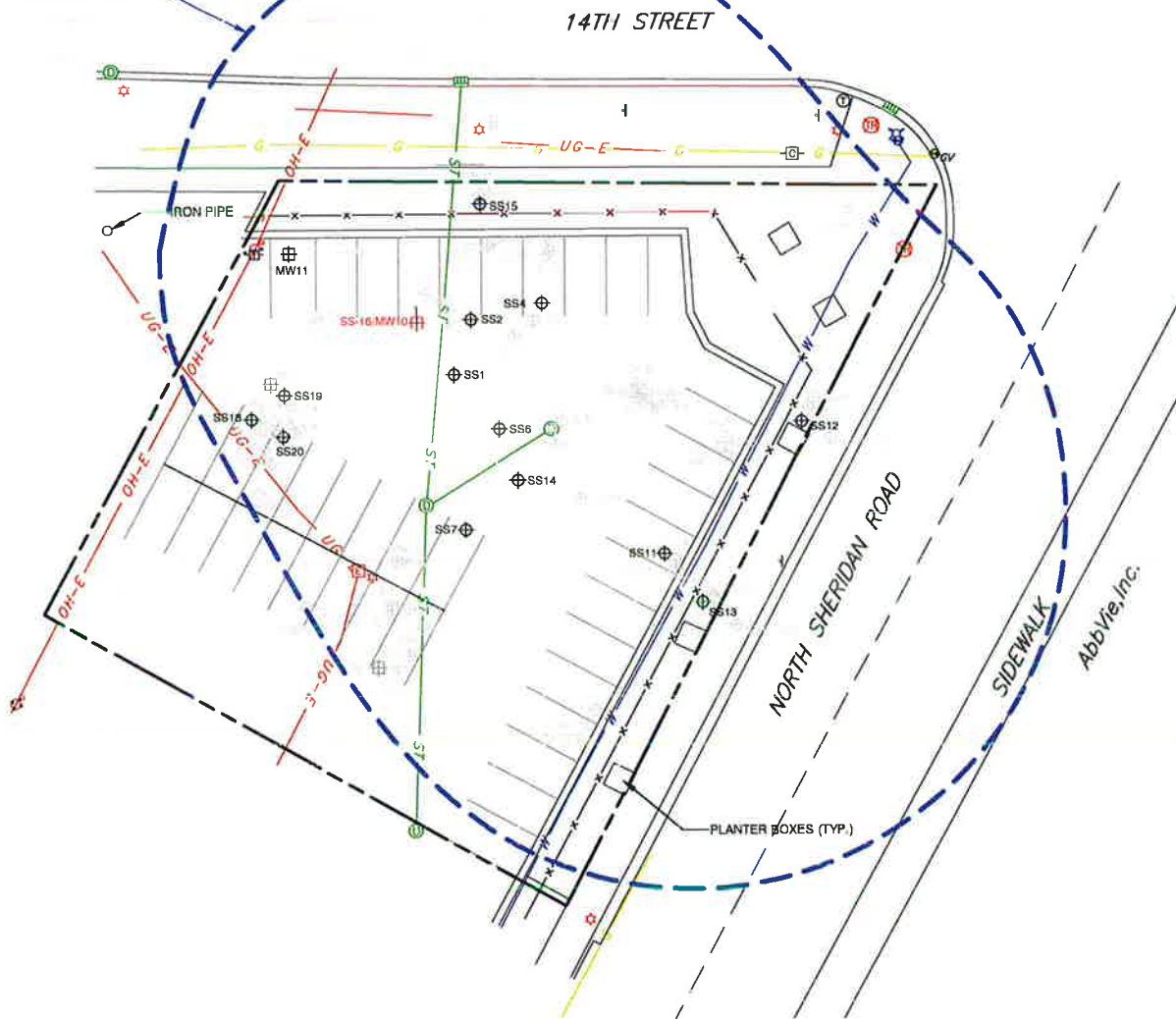


<p>Civil & Environmental Consultants, Inc. 1230 East Diehl Road, Suite 200 - Naperville, IL 60563 630-963-6026 • 877-963-6026 www.cecinc.com</p>		<p>ABBVIE, INC. FORMER TED WELLS SITE 1410 SHERIDAN ROAD NORTH CHICAGO, ILLINOIS</p>	
<p>SOIL CONTAMINATION EXTENT MAP</p>			
DRAWN BY:	LTA	CHECKED BY:	TC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



NORTH

TIER II GROUNDWATER
COMPLIANCE DISTANCE



LEGEND

⊕ MW10	2019 CEC MONITORING WELL	—	SIGN	— — — — —	PROPERTY LINE
⊕ SB20	2019 CEC SOIL BORING	●	BOLLARD	— G —	UNDERGROUND GAS MAIN
⊕	HISTORICAL MONITORING WELL	⚡	FIRE HYDRANT	— C —	UNDERGROUND CABLE LINE
⊕	HISTORICAL SOIL BORING (NO EXCEED.)	⚡	CABLE PEDESTAL	— ST —	STORM SEWER LINE
⊕ MW6	MONITORING WELL WITH EXCEEDANCE	⊕ GV	GAS VALVE	— W —	WATER MAIN
— — — — —	ESTIMATED EXTENT OF GROUNDWATER CONTAMINATION BASED ON TIER II MODELING	⊕	TELEPHONE PEDESTAL	— OH-E —	OVERHEAD ELECTRIC
⊕	WATER VALVE	⊕	TELEPHONE MANHOLE	— UG-E —	UNDERGROUND ELECTRIC
⊕	UTILITY POLE	⊕	CURB INLET	— X — X —	CHAIN LINK FENCE
⊕	LIGHT POLE	⊕	TRAFFIC SIGNAL POLE	— — — — —	CURB
		⊕	DRAINAGE MANHOLE		

NOTES

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

*HAND SIGNATURE ON FILE

REFERENCE

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



CEC
Civil & Environmental Consultants, Inc.
1230 East Diehl Road, Suite 200 - Naperville, IL 60563
630-963-6026 - 877-963-6026
www.cecinc.com

DRAWN BY: LTA CHECKED BY: TC
DATE: 12/11/2019 DWG SCALE: 1"=20'

ABBVIE, INC.
FORMER TED WELLS SITE
1410 SHERIDAN ROAD
NORTH CHICAGO, ILLINOIS
GROUNDWATER CONTAMINATION EXTENT MAP
BASED ON TIER II MODELING

APPROVED BY: BAV* FIGURE NO.:
PROJECT NO: 192-701.0004

Exhibit C

Tables

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

Analyte	Exposure Routes for SROs ¹						Sample Identifier, Sample Date and Results					
	Residential			I/C ²			Class I			Class II		
	Ingestion	Inhalation	mg/Kg	Ingestion	Inhalation	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg
BTEX												
Benzene	12	0.8	100	1.6	2.2	2.300	0.03	0.17	< 0.0062	< 0.0064	< 0.0043	< 0.0047
Ethylbenzene	7,800	400	200,000	400	58	20,000	13	19	< 0.0062	< 0.0064	< 0.0043	< 0.0047
Toluene	16,000	650	410,000	650	42	410,000	12	29	< 0.0062	< 0.0064	< 0.0043	< 0.0047
Xylenes, Total	16,000	320	410,000	320	5.6	41,000	150	150	< 0.01E	< 0.019	< 0.012	< 0.014
Lead, Selenium & pH												
Lead ⁴	400	NRO	800	NRO	NRO	700	1C7	1,420	12	8.5	12	12
Selenium ⁴	390	NRO	10,000	NRO	NRO	1,000	2.4	2.4	NA	NA	NA	NA
pH	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NRO	7.77	7.89	7.94	7.87

Notes:

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

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

2 - Industrial Commercial SROs

3 - Construction Worker SROs

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

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

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

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

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

Notes:

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

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

2 - Industrial Commercial SROs

3 - Construction Worker SROs

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

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

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

Table 2A

Analyte	Exposure Routes for SROs ¹						Sample Identifier, Sample Date and Results							
	Residential		I/C ²		CW ³									
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Class I mg/Kg	Class II mg/Kg	SS-7 3'	SS-8 11"	SS-8 15.5'	SS-9 3'	SS-9 6.5'	SS-9 11"
BTEX														
Benzene	12	0.8	100	1.6	2,300	2.2	0.03	0.17	< 0.026	0.22	< 0.0044	68	20	42
Ethylbenzene	7,800	400	200,000	400	20,000	58	13	19	< 0.026	< 0.0041	< 0.0044	91	29	1.8
Toluene	16,000	650	410,000	650	410,000	42	12	29	< 0.026	< 0.0041	< 0.0044	8.6	0.76	0.82
Xylenes, Total	16,000	320	410,000	320	41,000	5.6	150	150	< 0.079	< 0.012	< 0.013	81	3.3	14
Lead, Selenium & pH														
Lead ⁴	400	NRO	800	NRO	700	NRO	107	1,420	18	11	14	35	16	12
Selenium ⁴	390	NRO	10,000	NRO	1,000	NRO	2.4	2.4	NA	NA	NA	NA	NA	NA
pH	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NRO	8.44	3.65	7.77	7.58	8.45	8.54

Notes:

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

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

- ## 2 - Industrial Commercial SROs

- ### 3 - Construction Worker SROs

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

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

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

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

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

Analyte	Exposure Routes for SROs ¹										Sample Identifier, Sample Date and Results											
	Residential		I/C ²		CW ³		Class I		Class II		SS-9 15.5'		SS-10 11'		SS-10 15.5'		SS-11 12'		SS-12 11'		SS-13 12'	
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	06/25/2019 14:10	06/25/2019 15:00	06/25/2019 15:25	06/27/2019 13:00	06/27/2019 13:30	06/27/2019 14:30						
BTEX																						
Benzene	12	0.8	100	1.6	2,300	2.2	0.03	0.17	< 0.0053	0.11	< 0.0058	< 0.0047	< 0.0045	< 0.0051								
Ethylbenzene	7,800	400	200,000	400	20,000	58	13	19	< 0.0053	0.019	< 0.0058	< 0.0047	< 0.0045	< 0.0051								
Toluene	16,000	650	410,000	650	410,000	42	12	29	< 0.0053	0.054	< 0.0058	< 0.0047	< 0.0045	< 0.0051								
Xylenes, Total	16,000	320	410,000	320	41,000	5.6	150	150	< 0.016	0.014	< 0.017	< 0.014	< 0.014	< 0.015								
Lead, Selenium & pH																						
Lead ⁴	400	NRO	800	NRO	700	NRO	107	1,420	14	14	12	17	17	12								
Selenium ⁴	390	NRO	10,000	NRO	1,000	NRO	2.4	2.4	NA	NA	NA	NA	NA	NA								
pH	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NRO	7.91	8.21	7.86	7.97	8.30	8.24								

Notes:

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

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

2 - Industrial Commercial SROs

3 - Construction Worker SROs

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

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

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

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

Analyte	Exposure Routes for SROs ¹						Sample Identifier, Sample Date and Results					
	Residential			I/C ²			CW ³			Class I		
	Ingestion	Inhalation	mg/Kg	Ingestion	Inhalation	mg/Kg	Ingestion	Inhalation	mg/Kg	mg/Kg	mg/Kg	mg/Kg
BTEX												
Benzene	12	0.8	100	1.6	2.2	2.2	2,300	2.2	0.03	0.17	< 0.0053	< 0.0040
Ethylbenzene	7,800	400	200,000	400	58	58	20,000	58	13	19	< 0.0053	< 0.0040
Toluene	16,000	650	410,000	650	42	42	410,000	42	12	29	< 0.0053	< 0.0040
Xylenes, Total	16,000	320	410,000	320	5.6	5.6	41,000	5.6	150	150	< 0.015	< 0.011
Lead, Selenium & pH												
Lead ⁴	400	NRO	800	NRO	NRO	NRO	700	NRO	107	1,420	12	81
Selenium ⁴	390	NRO	10,000	NRO	NRO	NRO	1,000	NRO	2.4	2.4	NA	NA
pH	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NRO	8.39	8.35
											7.97	8.46
											11	25
											NA	NA
											8.14	7.31

Notes:

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

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

2 - Industrial Commercial SROs

3 - Construction Worker SROs

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

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

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

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

Analyte	Exposure Routes for SROs ¹						Sample Identifier, Sample Date and Results					
	Residential			IIC ²			CW ³			Class I		
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg
BTEX												
Benzene	12	0.8	100	1.6	2,300	2.2	0.03	0.17	NA	NA	NA	NA
Ethylbenzene	7,800	400	200,000	400	20,000	58	13	19	NA	NA	NA	NA
Toluene	16,000	650	410,000	650	410,000	42	12	29	NA	NA	NA	NA
Xylenes, Total	16,000	320	410,000	320	41,000	5.6	150	150	NA	NA	NA	NA
Lead, Selenium & pH												
Lead ⁴	400	NRO	800	NRO	700	NRO	107	1,420	NA	NA	NA	NA
Selenium ⁴	390	NRO	10,000	NRO	1,000	NRO	2.4	2.4	< 0.48	0.64	0.82	0.79
pH	NRO	NRO	NRO	NRO	NRO	NRO	NRO	NRO	8.17	7.89	7.94	8.23
												7.91

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

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

Analyte	Exposure Routes for SROs ¹										Sample Identifier, Sample Date and Results				
	Residential					I/C ²					CW ³				
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Class I mg/Kg	Class II mg/Kg	SS-1 11' 06/26/2019 16:00	SS-1 15.5' 06/26/2019 16:10	SS-2 11' 06/26/2019 15:20	SS-2 15.5' 06/26/2019 15:45	SS-3 15.5' 06/26/2019 14:00
Acenaphthene	4,700	NR	NR	NR	120,000	NR	NR	NR	570	2,900	< 0.037	< 0.036	< 0.037	< 0.036	< 0.038
Acenaphthylene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.037	< 0.036	< 0.037	< 0.036	< 0.038
Anthracene	23,000	NR	610,000	NR	610,000	NR	610,000	NR	12,000	59,000	< 0.037	< 0.036	< 0.037	< 0.036	< 0.038
Benz(a)anthracene	0.9	NR	8	NR	8	NR	170	NR	2	8	< 0.037	< 0.036	< 0.037	< 0.036	< 0.038
Benz(a)pyrene	0.09	NR	0.8	NR	0.8	NR	17	NR	8	82	< 0.037	< 0.036	< 0.037	< 0.036	< 0.038
Benz(b)fluoranthene	0.9	NR	8	NR	8	NR	170	NR	5	25	< 0.037	< 0.036	< 0.037	< 0.036	< 0.038
Benz(g,h,i)perylene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.037	< 0.036	< 0.037	< 0.036	< 0.038
Benz(k)fluoranthene	9	NR	78	NR	1,700	NR	1,700	NR	49	250	< 0.037	< 0.036	< 0.037	< 0.036	< 0.038
Chrysene	88	NR	780	NR	17,000	NR	17,000	NR	160	800	< 0.037	< 0.036	< 0.037	< 0.036	< 0.038
Dibenz(a,h)anthracene	0.09	NR	0.8	NR	8	NR	17	NR	2	7.6	< 0.037	< 0.036	< 0.037	< 0.036	< 0.038
Fluoranthene	3,100	NR	82,000	NR	82,000	NR	82,000	NR	4,300	21,000	< 0.037	< 0.036	< 0.037	< 0.036	< 0.038
Fluorene	3,100	NR	82,000	NR	82,000	NR	82,000	NR	560	2,800	< 0.037	< 0.036	< 0.037	< 0.036	< 0.038
Indeno(1,2,3-cd)pyrene	0.9	NR	8	NR	170	NR	170	NR	14	69	< 0.037	< 0.036	< 0.037	< 0.036	< 0.038
Naphthalene	1,600	170	41,000	270	4,100	1.8	4,100	1.8	12	18	< 0.037	< 0.036	< 0.037	< 0.036	< 0.038
Phenanthrene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.037	< 0.036	< 0.037	< 0.036	< 0.038
Pyrene	2,300	NR	61,000	NR	61,000	NR	61,000	NR	4,200	21,000	< 0.037	< 0.036	< 0.037	< 0.036	< 0.038

Notes:

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

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

2 - Industrial Commercial SROs

3 - Construction Worker SROs

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

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

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

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

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

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

Analyte	Exposure Routes for SROs ¹						Sample Identifier, Sample Date and Results					
	Residential			I/C ²			CW ³			Class I		
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Class II mg/Kg	SS-4 11'	SS-4 15.5'
Acenaphthene	4,700	NR	120,000	NR	NR	NR	120,000	NR	NR	2,900	< 0.037	< 0.036
Acenaphthylene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.037	< 0.036
Anthracene	23,000	NR	610,000	NR	NR	NR	610,000	NR	NR	59,000	< 0.037	< 0.036
Benz(a)anthracene	0.9	NR	8	NR	NR	NR	170	NR	8	82	< 0.037	< 0.036
Benzofluoranthene	0.09	NR	0.8	NR	NR	NR	17	NR	8	82	< 0.037	< 0.036
Benzofluoranthene	0.9	NR	8	NR	NR	NR	170	NR	5	25	< 0.037	< 0.036
Benzofluoranthene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.037	< 0.036
Benzofluoranthene	9	NR	78	NR	NR	NR	1,700	NR	49	250	< 0.037	< 0.036
Chrysene	88	NR	780	NR	NR	NR	17,000	NR	160	800	< 0.037	< 0.036
Dibenz(a,h)anthracene	0.09	NR	0.8	NR	NR	NR	17	NR	2	7.6	< 0.037	< 0.036
Fluoranthene	3,100	NR	82,000	NR	NR	NR	82,000	NR	4,300	21,000	< 0.037	< 0.036
Fluorene	3,100	NR	82,000	NR	NR	NR	82,000	NR	560	2,800	< 0.037	< 0.036
Indeno(1,2,3-cd)pyrene	0.9	NR	8	NR	NR	NR	170	NR	14	69	< 0.037	< 0.036
Naphthalene	1,600	170	41,000	270	4,100	1.8	4,100	1.8	12	18	< 0.037	< 0.036
Phenanthrene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.037	< 0.036
Pyrene	2,300	NR	61,000	NR	61,000	NR	61,000	NR	4,200	21,000	< 0.037	< 0.036

Notes:

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

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

2 - Industrial Commercial SROs

3 - Construction Worker SROs

NA = This parameter was not analyzed for this sample.

NR = No Remediation Objective available.

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

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

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

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

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

Analyte	Exposure Routes for SROs ¹										Sample Identifier, Sample Date and Results				
	Residential					I/C ²					CW ³				
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Class I mg/Kg	Class II mg/Kg	SS-7 3'	SS-8 11'	SS-8 15.5'	SS-9 3'	SS-9 6.5'
Acenaphthene	4,700	NR	NR	NR	120,000	NR	NR	NR	570	2,900	0.37	< 0.036	< 0.035	< 0.038	< 0.037
Acenaphthylene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.039	< 0.036	< 0.035	< 0.038	< 0.037
Anthracene	23,000	NR	610,000	NR	610,000	NR	610,000	NR	12,000	59,000	0.18	< 0.036	< 0.035	1.1	< 0.037
Benz(a)anthracene	0.9	NR	8	NR	NR	NR	170	NR	2	8	< 0.039	< 0.036	< 0.035	0.11	< 0.037
Benz(a)pyrene	0.9	NR	8	NR	NR	NR	17	NR	8	82	< 0.039	< 0.036	< 0.035	0.087	< 0.037
Benz(b)fluoranthene	NR	NR	NR	NR	NR	NR	170	NR	5	25	< 0.039	< 0.036	< 0.035	0.10	< 0.037
Benz(g,h,i)perylene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.039	< 0.036	< 0.035	0.061	< 0.037
Benz(k)fluoranthene	9	NR	78	NR	NR	NR	1,700	NR	49	250	< 0.039	< 0.036	< 0.035	0.078	< 0.037
Chrysene	88	NR	780	NR	NR	NR	17,000	NR	160	800	< 0.039	< 0.036	< 0.035	0.17	< 0.037
Dibenz(a,h)anthracene	0.9	NR	0.8	NR	NR	NR	17	NR	2	7.6	< 0.039	< 0.036	< 0.035	< 0.038	< 0.037
Fluoranthene	3,100	NR	82,000	NR	82,000	NR	82,000	NR	4,300	21,000	0.044	< 0.036	< 0.035	0.41	< 0.037
Fluorene	3,100	NR	82,000	NR	82,000	NR	82,000	NR	560	2,800	0.76	< 0.036	< 0.035	4.2	< 0.037
Indeno(1,2,3-cd)pyrene	0.9	NR	8	NR	NR	NR	170	NR	14	69	< 0.039	< 0.036	< 0.035	0.057	< 0.037
Naphthalene	1,600	170	41,000	270	4,100	1.8	NR	NR	12	18	< 0.039	< 0.036	< 0.035	29	0.43
Phenanthrene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	1.6	< 0.036	< 0.035	9.2	< 0.037
Pyrene	2,300	NR	61,000	NR	61,000	NR	61,000	NR	4,200	21,000	0.15	< 0.036	< 0.035	1.1	< 0.037

Notes:

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

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

2 - Industrial Commercial SROs

3 - Construction Worker SROs

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

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

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

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

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

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

Analyte	Exposure Routes for SROs ¹										Sample Identifier, Sample Date and Results				
	Residential		I/C ²		CW ³		Class I		Class II						
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	SS-9 15.5'	SS-10 11'	SS-11 12'	SS-12 11'	SS-13 12'
Acetanaphthene	4,700	NR	120,000	NR	120,000	NR	570	2,900	NR	NR	< 0.035	< 0.037	< 0.035	< 0.036	< 0.035
Acetanaphthylene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.035	< 0.037	< 0.035	< 0.036	< 0.035
Anthracene	23,000	NR	610,000	NR	610,000	NR	12,000	59,000	NR	NR	< 0.035	0.038	< 0.035	< 0.036	< 0.035
Benz(a)anthracene	0.9	NR	8	NR	170	NR	2	8	NR	NR	< 0.035	0.066	< 0.035	< 0.036	< 0.035
Benz(a)pyrene	0.09	NR	0.8	NR	17	NR	8	82	NR	NR	< 0.035	0.054	< 0.035	< 0.036	< 0.035
Benz(b)fluoranthene	0.9	NR	8	NR	170	NR	5	25	NR	NR	< 0.035	0.055	< 0.035	< 0.036	< 0.035
Benz(g,h,i)perylene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.035	0.041	< 0.035	< 0.036	< 0.035
Benz(k)fluoranthene	9	NR	78	NR	1,700	NR	49	250	NR	NR	< 0.035	0.045	< 0.035	< 0.036	< 0.035
Chrysene	88	NR	780	NR	17,000	NR	160	800	NR	NR	< 0.035	0.072	< 0.035	< 0.036	< 0.035
Dibenz(a,h)anthracene	0.09	NR	0.8	NR	17	NR	2	7.6	NR	NR	< 0.035	< 0.037	< 0.035	< 0.036	< 0.035
Fluoranthene	3,100	NR	82,000	NR	82,000	NR	4,300	21,000	NR	NR	< 0.035	0.15	< 0.035	< 0.036	< 0.035
Fluorene	3,100	NR	82,000	NR	82,000	NR	560	2,800	NR	NR	< 0.035	0.050	< 0.035	< 0.036	< 0.035
Indeno(1,2,3-cd)pyrene	0.9	NR	8	NR	170	NR	14	69	NR	NR	< 0.035	< 0.037	< 0.035	< 0.036	< 0.035
Naphthalene	1,600	170	41,000	270	4,100	1.8	12	18	NR	NR	< 0.035	0.095	< 0.035	< 0.036	< 0.035
Phenanthrene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.035	0.18	< 0.035	< 0.036	< 0.035
Pyrene	2,300	NR	61,000	NR	61,000	NR	4,200	21,000	NR	NR	< 0.035	0.12	< 0.035	< 0.036	< 0.035

Notes:

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

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

2 - Industrial Commercial SROs

3 - Construction Worker SROs

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

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

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

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

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

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

Analyte	Exposure Routes for SROs ¹										Sample Identifier, Sample Date and Results				
	Residential					I/C ²					CW ³				
	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Ingestion mg/Kg	Inhalation mg/Kg	Class I mg/Kg	Class I mg/Kg	SS-14 3'	SS-15 12'	SS-16 11.5'	SS-16 15.5'	SS-17 10.5'
Acenaphthene	4,700	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039
Acenaphthylene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039
Anthracene	23,000	NR	610,000	NR	610,000	NR	610,000	NR	12,000	59,000	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039
Benzo(a)anthracene	0.9	NR	8	NR	NR	NR	NR	NR	2	8	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039
Benzo(a)pyrene	0.09	NR	0.8	NR	NR	NR	NR	NR	8	82	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039
Benzo(b)fluoranthene	0.9	NR	8	NR	NR	NR	NR	NR	5	25	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039
Benzo(g,h,i)perylene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039
Benzo(k)fluoranthene	9	NR	78	NR	NR	NR	1,700	NR	49	250	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039
Chrysene	88	NR	780	NR	NR	NR	17,000	NR	160	800	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039
Dibenz(a,h)anthracene	0.09	NR	0.8	NR	NR	NR	17	NR	2	7.5	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039
Fluoranthene	3,100	NR	82,000	NR	82,000	NR	82,000	NR	4,300	21,000	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039
Fluorene	3,100	NR	82,000	NR	82,000	NR	82,000	NR	560	2,800	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039
Indeno(1,2,3-cd)pyrene	0.9	NR	8	NR	NR	NR	170	NR	14	69	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039
Naphthalene	1,600	170	41,000	270	41,000	NR	4,100	1.8	12	18	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039
Phenanthrene	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039
Pyrene	2,300	NR	61,000	NR	61,000	NR	61,000	NR	4,200	21,000	< 0.038	< 0.037	< 0.035	< 0.034	< 0.039

Notes:

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

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

2 - Industrial Commercial SROs

3 - Construction Worker SROs

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

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

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

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

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

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

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

Notes:

All values are milligrams per liter (mg/L)

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

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

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

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

Analyte	Exposure Routes for GROs ¹								Sample Identifier, Sample Date and Results	
	Ingestion		Indoor Inhalation (Diffusion & Advection)		Indoor Inhalation (Diffusion Only)					
	Class I	Class II	Residential	Industrial	Residential	Industrial				
	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L				
Acenaphthene	0.42	2.1	NRO	NRO	NRO	NRO	MW-3 06/28/2019 15:30	MW-10 06/28/2019 16:00		
Acenaphthylene	NRO	NRO	NRO	NRO	NRO	NRO	NA	NA	< 0.0010	
Anthracene	2.1	10.5	NRO	NRO	NRO	NRO	NA	NA	< 0.0010	
Benzo(a)anthracene	0.00013	0.00065	NRO	NRO	NRO	NRO	NA	NA	< 0.00010	
Benzo(a)pyrene	0.0002	0.002	NRO	NRO	NRO	NRO	NA	NA	< 0.00010	
Benzo(b)fluoranthene	0.00018	0.0009	NRO	NRO	NRO	NRO	NA	NA	< 0.00010	
Benzo(g,h,i)perylene	NRO	NRO	NRO	NRO	NRO	NRO	NA	NA	< 0.0010	
Benzo(k)fluoranthene	0.00017	0.00085	NRO	NRO	NRO	NRO	NA	NA	< 0.00010	
Chrysene	0.0015	0.0075	NRO	NRO	NRO	NRO	NA	NA	< 0.00010	
Dibenz(a,h)anthracene	0.0003	0.0015	NRO	NRO	NRO	NRO	NA	NA	< 0.00010	
Fluoranthene	(GROs) are not analyzed	1.4	NRO	NRO	NRO	NRO	NA	NA	< 0.0010	
Fluorene	0.23	1.4	NRO	NRO	NRO	NRO	NA	NA	< 0.0010	
Indeno(1,2,3-cd)pyrene	mediation Objective	0.00215	NRO	NRO	NRO	NRO	NA	NA	< 0.00010	
Naphthalene	at the measure	0.22	0.075	0.32	1.8	13	NA	NA	< 0.0010	

Notes:

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

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

NA = This parameter was not analyzed for this sample.

NRO = No Remediation Objective available.

Exhibit D

HAA Area Map
