



1. THIS AGREEMENT, made and concluded the 9TH day of OCTOBER, 2009 Month and Year

between the Hanover Township Road District, known as the party of the first part and Chicagoland Paving Contractors, Inc. his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal, and Contract Bond hereto attached, and the plans for the Rohrssen Road and Sayer Road Pavement Resurfacing Project, located in Cook County, Illinois, approved by the Hanover Township Road District on August 21, 2009 Date

are essential documents of this contract and are a part hereof.

as modified by Addendum No. One dated August 19, 2009, a copy of which is attached hereto and incorporated herein.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest:

Kathy Cole Bauer
Township Clerk

HANOVER TOWNSHIP ROAD DISTRICT

By P. Cecily Ochoa
Highway Commissioner Party of the First Part

(Seal)

(If a Corporation)

Corporate Name Chicagoland Paving Contractors, Inc.

By Wm. R. Bower
President Party of the Second Part

(If a Co-Partnership)

Attest:

[Signature]
Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Route	<u>Rohrsen Road and Sayer Road</u>
County	<u>Cook</u>
Local Agency	<u>Hanover Township Road District</u>
Section	<u>Pavement Resurfacing Project</u>

We, Chicagoland Paving Contractors, Inc.

225 Telser Road, Lake Zurich, IL 60047

a/an) Individual Co-partnership Corporation organized under the laws of the State of Illinois

as PRINCIPAL, and United Fire & Casualty Company

118 Second Av enue, SE, Cedar Rapids, IA 52407 as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

One hundred thirty eight thousand seven hundred eleven and 00/100

Dollars (\$ 138,711.00), lawful money of the

United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company, or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures, or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures, or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 29th day of September A.D., 2009

PRINCIPAL

Chicagoland Paving Contractors, Inc.
(Company Name)
By: W.R. Bowers
(Signature & Title)
Attest: [Signature]
(Signature & Title)

(Company Name)
By: _____
(Signature & Title)
Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,
COUNTY OF DeKalb

I, Rene Congdon, a Notary Public in and for said county, do hereby certify that
William Bowers
(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of September, A.D., 2009

My commission expires 4/26/10 [Signature] (SEAL)



SURETY

United Fire & Casualty Company
(Name of Surety)

By: Jeremiah G. Crise
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF McHenry

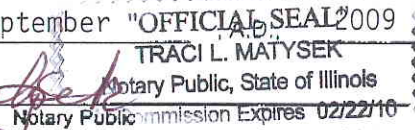
I, Traci L. Matysek, a Notary Public in and for said county, do hereby certify that
Jeremiah G. Crise

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of September, A.D., 2009

My commission expires 2-22-10 [Signature] (SEAL)



Approved this 9th day of October, A.D., 2009

Attest: [Signature]
Township Clerk

Hanover Township Road District
(Awarding Authority)
P. Craig Ochoa
(Highway Commissioner)

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint JEREMIAH G. CRISE, OR TRACI L. MATYSEK, BOTH INDIVIDUALLY OF PALATINE IL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 14th day of February, 2008



UNITED FIRE & CASUALTY COMPANY

By *Dennis J. Richmann*

Vice President

State of Iowa, County of Linn, ss:

On 14th day of February, 2008, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Mary A. Jansen

Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 29th day of September 2009.



David A. Jansen

Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID RS CHICL-1	DATE (MM/DD/YYYY) 09/30/09
PRODUCER Corkill Insurance Agency, Inc. 25 Northwest Pt Blvd Ste 625 Elk Grove Village IL 60007 Phone: 847-758-1000 Fax: 847-758-1200		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Chicagoland Paving, Inc. 225 Telsler Rd. Lake Zurich IL 60047		INSURERS AFFORDING COVERAGE INSURER A: Harleysville Insurance INSURER B: Fireman's Fund Ins. Co. INSURER C: Travelers INSURER D: INSURER E:	NAIC # 14516 21873

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MPA1M8459	02/24/09	02/24/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA1M8459	02/24/09	02/24/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	BE1M8459	02/24/09	02/24/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC1M8459	02/24/09	02/24/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	Excess Umbrella	TRA32108	02/24/09	02/24/10	Limit	\$5,000,000
B	Leased/Rntd Equip	MXI97909735	02/24/09	02/24/10	Limit	\$175,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: Sayer and Rohrssen Roads Pavement Resurfacing Project - Hanover Township, Hanover Township Road District, Hampton, Lenzini & Renwick, Inc. and each of their respective officers, officials, directors, employees and volunteers are Additional Insureds for General Liability if required by written contract. Umbrella policy follows form.

CERTIFICATE HOLDER HANOVER Hanover Township 250 S Route 59 Bartlett IL 60103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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Route Rohrsen Rd and Sayer Rd
 Section 2009 Resurfacing
 City/Village HTRD
 County Cook
 Contractor Chicagoland Paving
 Superintendent _____
 Resident Engineer _____
 Project Engineer _____

PRECONSTRUCTION MEETING

HELD IN Hanover Township
 ON Oct 6, 2009
 AT 11 AM O'CLOCK

PLEASE PRINT

Name	Affiliation and Address	Phone
Lane Baschley	Hampton, Lenzini & Benwick	847 697 6700
Doug Paulus	"	"
Paul Abata	Chicagoland	"847-550-9681
Sam Santangelo	Hanover Township	847-287-4886
CRAIG OCHOA	" "	59630-837-0961

NOT HERE →

Chicagoland Paving Contractors, Inc.**Transmittal Letter**

225 Telsler Road
 Lake Zurich, Illinois 60047
 Phone (847) 550-9681
 Fax (847) 550-9684

To: Hanover Township 250 South Route 59 Bartlett, IL. 60103-1648	From: Brian Callero
	Regarding: Hanover Township Road District Rohrssen Road, Sayer Road
Attention: Mr. P. Craig Ochoa	Date: February 1, 2010
Phone Number: 630 – 837 – 0301	Fax Number:

To Whom It May Concern:

We are sending you via: U.S. Mail Fed Ex Hand Delivery Other _____

Description:

Allied Asphalt – Final Waiver	2 Originals
Quality Saw & Seal – Final Waiver	2 Originals

These are transmitted as checked below :

For your use For approval For review and comment As Requested

Remarks:

Craig,

These waivers are being sent to you per the direction of Lane Baseley.
 If you need anything else, please let me know.

Thank You, Brian Callero

Signed : 



STATE OF ILLINOIS
 COUNTY OF COOK

SS

FINAL WAIVER OF LIEN

GTY # _____

LOAN # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by

CHICAGOLAND PAVING

to furnish

CONCRETE SAWING

INVOICE # 019001

for the premises known as

SAYRE ROAD AND ROHRSSEN ROAD PAVEMENT RESURFACING

of which

HANOVER TOWNSHIP ROAD DISTRICT

is the owner.

THE undersigned, for and in consideration of

SEVEN HUNDRED SEVENTY FIVE AND 00/100

DOLLARS

(\$775.00) dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by undersigned for the above-described premises.

Given under MY hand

and seal

this

28TH

day of

JANUARY

,2010

Signature and Seal:

PRESIDENT

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth: if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

SS

COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is

PRESIDENT

of the

QUALITY SAW & SEAL, INC.

who is the contractor for the

CONCRETE SAWING

work on the

building located at

SAYRE ROAD AND ROHRSSEN ROAD PAVEMENT RESURFACING

owned by

HANOVER TOWNSHIP ROAD DISTRICT

That the total amount of the contract including extras is

775.00

on which he has received payment of

0.00

prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>ALL MATERIALS TAKEN FROM FULLY PAID STOCK</u>					
<u>QUALITY SAW & SEAL, INC.</u>	<u>CONCRETE SAWING</u>	<u>\$775.00</u>	<u>\$0.00</u>	<u>\$775.00</u>	<u>\$0.00</u>
<u>TOTAL LABOR AND MATERIAL TO COMPLETE</u>		<u>\$775.00</u>	<u>\$0.00</u>	<u>\$775.00</u>	<u>\$0.00</u>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 28TH day of

JANUARY

,2010

Signature:

PRESIDENT

Subscribed and sworn to me before me this

28TH

day of

JANUARY

,2010





STATE OF ILLINOIS
 COUNTY OF COOK

SS

FINAL WAIVER OF LIEN

GTY # _____

LOAN # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by CHICAGOLAND PAVING
 to furnish CONCRETE SAWING INVOICE # 019001
 for the premises known as SAYRE ROAD AND ROHRSSEN ROAD PAVEMENT RESURFACING
 of which HANOVER TOWNSHIP ROAD DISTRICT is the owner.

THE undersigned, for and in consideration of SEVEN HUNDRED SEVENTY FIVE AND 00/100 DOLLARS

(\$775.00) dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by undersigned for the above-described premises.

Given under MY hand _____ and seal _____ this
28TH day of JANUARY, 2010

Signature and Seal: [Signature], PRESIDENT

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth: if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
 COUNTY OF COOK
 TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is PRESIDENT
 of the QUALITY SAW & SEAL, INC.

who is the contractor for the CONCRETE SAWING work on the
 building located at SAYRE ROAD AND ROHRSSEN ROAD PAVEMENT RESURFACING
 owned by HANOVER TOWNSHIP ROAD DISTRICT

That the total amount of the contract including extras is 775.00 on which he has received payment of 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that

there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
ALL MATERIALS TAKEN FROM FULLY PAID STOCK					
QUALITY SAW & SEAL, INC.	CONCRETE SAWING	\$775.00	\$0.00	\$775.00	\$0.00
TOTAL LABOR AND MATERIAL TO COMPLETE		\$775.00	\$0.00	\$775.00	\$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 28TH day of JANUARY, 2010

Signature: [Signature], PRESIDENT

Subscribed and sworn to me before me this 28TH day of JANUARY, 2010

[Signature]



FINAL WAIVER OF LIEN

STATE OF ILLINOIS

Gyt#

SS

COUNTY OF KANE

LOAN#

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by CHICAGOLAND PAVING CONTRACTORS INC to furnish ASPHALT for the premises known as SAYER & ROHRSSEN ROADS-PAVEMENT RESURFACING PROJECT of which HANOVER TOWNSHIP ROAD DIST. is the owner.

THE undersigned, for and in consideration of FORTY FOUR THOUSAND FOUR HUNDRED FIFTY TWO AND 81/100(\$44,452.81) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do (es) hereby waive and release any and all lien or claim of, or right to, liens, with respect to and on said above described premises, and improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on the account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Given under my hand and seal this 28 day of JANUARY, 2010

Chris Kennebeck

NOTE: All waivers must be for the full amount paid. If the waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

SS

COUNTY OF KANE

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he or she is CHRIS KENNEBECK ASSISTANT SECRETARY of the ALLIED ASPHALT PAVING CO. who is the contractor for the ASPHALT work on SAYER & ROHRSSEN ROADS-PAVEMENT RESURFACING PROJECT owned by HANOVER TOWNSHIP ROAD DIST. That the total amount of the contract including extras is (\$44,452.81) on which he has received payment (- 0-) prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
ALLIED ASPHALT PAVING COMPANY	ASPHALT	\$44,452.81	\$ 0	\$44,452.81	\$ 0
All Material Taken From					
Fully Paid Stock and Delivered					
To The Job Site in Our Own Trucks					
TOTAL LABOR AND MATERIALS		\$44,452.81	\$ 0	\$ 44,452.81	\$ 0

That there are no other contracts for said work outstanding, and that there is nothing due or become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated. Signed this 28 day of JANUARY, 2010

Signature: *Chris Kennebeck*

Subscribed and sworn to before me this 28 of, 2010

Colleen A. Zimmerman



FINAL WAIVER OF LIEN

STATE OF ILLINOIS

Gyt#

SS

COUNTY OF KANE

LOAN#

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by CHICAGOLAND PAVING CONTRACTORS INC to furnish ASPHALT for the premises known as SAYER & ROHRSEN ROADS-PAVEMENT RESURFACING PROJECT of which HANOVER TOWNSHIP ROAD DIST. is the owner.

THE undersigned, for and in consideration of FORTY FOUR THOUSAND FOUR HUNDRED FIFTY TWO AND 81/100(\$44,452.81) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do (es) hereby waive and release any and all lien or claim of, or right to, liens, with respect to and on said above described premises, and improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on the account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Given under my hand and seal this 28 day of JANUARY, 2010

Chris Kennebeck

NOTE: All waivers must be for the full amount paid. If the waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

SS

COUNTY OF KANE

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he or she is CHRIS KENNEBECK ASSISTANT SECRETARY of the ALLIED ASPHALT PAVING CO. who is the contractor for the ASPHALT work on SAYER & ROHRSEN ROADS-PAVEMENT RESURFACING PROJECT owned by HANOVER TOWNSHIP ROAD DIST. That the total amount of the contract including extras is (\$44,452.81) on which he has received payment (- 0-) prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
ALLIED ASPHALT PAVING COMPANY	ASPHALT	\$44,452.81	\$ 0	\$44,452.81	\$ 0
All Material Taken From					
Fully Paid Stock and Delivered					
To The Job Site in Our Own Trucks					
TOTAL LABOR AND MATERIALS		\$44,452.81	\$ 0	\$ 44,452.81	\$ 0

That there are no other contracts for said work outstanding, and that there is nothing due or become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than that above stated. Signed this 28 day of JANUARY, 2010

Signature: *Chris Kennebeck*

Subscribed and sworn to before me this 28 of, 2010

Colleen A. Zimmerman

