



Property of Cook County Clerk's Office

RIGHT-OF-ENTRY AGREEMENT

Know All Men By These Presents That:

WHEREAS, Amoco Oil Company, a Maryland corporation ("Seller") with offices at c/o BP Amoco, 28100 Torch Parkway, Warrenville, Illinois 60555, and Rick Heidner, an individual ("Heidner"), whose address is 20 Forest Lane, South Barrington, Illinois 60010, entered into a Purchase and Sale Agreement dated as of May 18, 2001 (the "Sale Agreement"), covering certain real estate and the improvements thereon described as set forth on Exhibit A attached hereto and made a part hereof (the "Property");

AND WHEREAS, Heidner has elected to take title to the property in Parkway Bank and Trust, not personally, but solely as Trustee under Trust Agreement dated April 27, 2001, and known as Trust No. 12927 (the "Trust"; the Trust and Heidner are sometimes collectively referred to herein as "Purchaser");

AND WHEREAS, Seller has agreed to sell and Purchaser has agreed to purchase the Property "as is" in its present condition without any representations or warranties regarding its fitness for any purpose;

AND WHEREAS, Seller has provided or made available to Purchaser a copy of any environmental assessment performed by or at the request of Seller with respect to the Property, as set forth in the Sale Agreement;

AND WHEREAS, Seller has further provided to Purchaser access to and the opportunity to inspect the Property and to perform such soil, groundwater or other tests upon the Property as Purchaser deemed necessary or appropriate;

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AND WHEREAS, Seller has agreed to perform certain environmental assessment, monitoring, and remediation measures pursuant to the Sale Agreement to address hydrocarbon contamination, if any, existing on the Property prior to the Closing Date;

AND WHEREAS, Purchaser and Seller desire to provide a continuing right of access to the Property to allow Seller to perform assessment, monitoring and remediation measures after conveyance of the Property;

NOW, THEREFORE, in consideration of the mutual covenants of the parties and the express undertaking by Seller as set forth in the Sale Agreement, Seller and Purchaser do hereby agree as follows:

Seller reserves the right, for itself, its agents, employees, successors, and assigns, to enter upon the Property from and after the date hereof through the Ending Date (as defined in the Sale Agreement) for the purpose of:

- A. engaging in environmental assessment, inspection, monitoring and remediation, including, without limitation, the installation of such facilities and the conduct of such activities as are necessary for Seller to fulfill its obligations, or exercise its rights, under the Sale Agreement, or as are required by any applicable governmental authority having jurisdiction over the Property, and
- B. removing from the Property any remediation equipment including, without limitation, monitoring and observation equipment and any other property and equipment not sold pursuant to the Sale Agreement.

Seller further reserves the right to enter the Property to conduct environmental remediation and/or monitoring activities after the termination of this Right of Entry in the event Seller is directed by any governmental authority having jurisdiction over the Property to perform such work, after reasonable prior notice to Purchaser.

Seller further reserves the right to enter upon the Property from and after the date hereof for a period of seven (7) days to conduct activities relating to the de-branding of the Property, which may include, without limitation, the removal of signs and other equipment not conveyed to the Purchaser in connection with the transactions contemplated by the Sale Agreement.

Purchaser consents to Seller's rights hereunder and agrees to reasonably cooperate with Seller in the performance of the activities authorized herein so as to minimize the time and expense to Seller, including, without limitation, the grant of access to on-site utilities, if required for such activities.

Purchaser further agrees that, during the period within which Seller is conducting any environmental remediation, monitoring and/or assessment at the Property, no construction or improvements shall be made upon the Property which would unreasonably impede or restrict access to Seller's monitoring wells, remediation or monitoring equipment, or any hydrocarbon plume, or which would modify or affect the size, location or nature of any hydrocarbon plume, without the prior written consent of Seller, which consent shall not be unreasonably withheld. Purchaser (and its successors and assigns) shall be solely responsible for any damage to, or

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destruction of, any monitoring wells (or related facilities) and/or any remediation or monitoring equipment at the Property caused by Purchaser or any Purchaser Party, or any of their respective successors or assigns. In the event that Purchaser (or any of its successors or assigns) desires to perform any work or activity at the Property which may in any way affect Seller's monitoring wells (or related facilities), remediation or monitoring equipment, or any hydrocarbon plume, Purchaser (or its successors or assigns, as applicable) shall provide Seller with at least thirty (30) days' prior written notice thereof.

This Right of Entry may be executed in one or more counterparts, each of which shall constitute an original but which when taken together shall be deemed one instrument.

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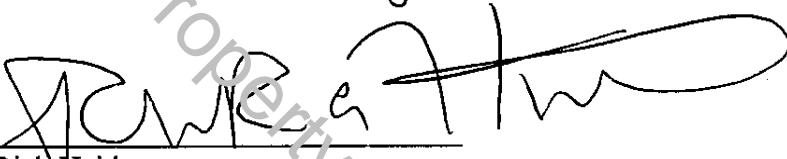
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This Right of Entry, and each of the covenants herein, shall run with the land and be binding upon the Purchaser and assigns and other successors in title or interest of the Purchaser.

Dated this 20th day of July, 2001.

AMOCO OIL COMPANY,
a Maryland corporation

By: Marcelo Ariola
Name: Marcelo Ariola
Title: Real Estate Manager


Rick Heidner

PARKWAY BANK AND TRUST,
as Trustee under Trust Agreement dated
April 27, 2001, and known as Trust No. 12927

By: _____
Name: _____
Title: _____

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This Right of Entry, and each of the covenants herein, shall run with the land and be binding upon the Purchaser and assigns and other successors in title or interest of the Purchaser.

Dated this 20th day of July, 2001.

AMOCO OIL COMPANY,
a Maryland corporation

By: _____
Name: _____
Title: _____

Rick Heidner

PARKWAY BANK AND TRUST,
as Trustee under Trust Agreement dated
April 27, 2001, and known as Trust No. 12927 and not individually

By: *Diapę Y. Peszynski*
Name: Diapę Y. Peszynski
Title: Vice President Trust Officer

This Agreement is signed by Parkway Bank & Trust Co., not individually but solely as Trustee under a certain Trust Agreement

known as Trust No. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank and Trust Co., is hereby expressly waived by the parties hereto and their respective successors and assigns.

PARKWAY BANK & TRUST COMPANY IS EXECUTING THIS DOCUMENT SOLELY IN IT'S CAPACITY AS LANDTRUSTEE WITH THE AUTHORIZATION AND DIRECTION OF IT'S BENEFICIARY AND DOES NOT REPRESENT THAT IT HAS TITLE TO THE PROPERTY DESCRIBED HEREIN AND DIRECTS THE RECIPIENT TO OBTAIN SATISFACTORY EVIDENCE OF TITLE BEFORE RELYING ON THE TRUSTEE'S EXECUTION OF THIS DOCUMENT.

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that Marcelo Ariola and Real Estate Manager and _____, personally known to me to be the _____, respectively, of Amoco Oil Company, a Maryland corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that in said capacities they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of July, 2001.

Tammy L. Rambow
Notary Public

My commission expires: May 25, 2007



ACKNOWLEDGMENT

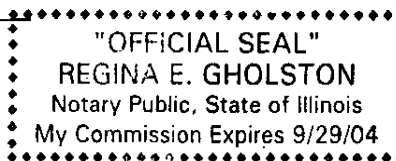
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that Rick Heidner personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instruments as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of July, 2001.

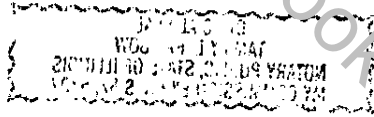
Rick Heidner
Notary Public

My commission expires: _____



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EXHIBIT A

THE SOUTH 110 FEET OF THE OUTLOT B IN FIRST ADDITION TO PACESETTER PARK, HARRY M. QUINN MEMORIAL SUBDIVISION BEING A SUBDIVISION OF BLOCK 8 IN PACESETTER PARK, A SUBDIVISION OF THAT PART OF LOT 3 IN TYS GOUWENS SUBDIVISION AND PART OF LOT 14 IN SUBDIVISION OF LOT 4 IN TYS GOUWENS SUBDIVISION, ALL IN THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 14 AND PART OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A SUBDIVISION OF PART OF LOT 2 IN TYS GOUWENS SUBDIVISION IN THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 14 AND PART OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1957, AS DOCUMENT 17008161, IN COOK COUNTY, ILLINOIS.

C/K/A: 958 E. 162ND ST.
SOUTH HOLLAND, IL