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ACCESS AGREEMENT

This Agreement is executed on March 28, 2000, and effective April 11 2000 by and between the following entities, referred to herein as the Parties:

Document prepared by + mail to }

Equilon Enterprises LLC ("Equilon")  
c/o Equiva Services LLC  
12700 Northborough  
Houston, Texas 77067  
Attn: Director Safety, Health & Environment/  
Science & Engineering ]

and  
Niemann Automotive, Inc. ("Licensor")  
1100 Waukegan  
Northbrook, IL 60062

7852078 D2 mg

WHEREAS, Licensor desires to purchase the property located at 1100 Waukegan, Northbrook, County of Lake, IL, as described in Exhibit "A", ("Property") and Equilon desires to sell the Property pursuant to the terms of a certain PMPA Offer of Right of First Refusal to Lessee previously executed on December 13, 1999 by the parties (the "Purchase and Sale Agreement"); and

WHEREAS, petroleum underground storage tanks as defined in 40 CFR Part 280 or supplanting federal regulations owned [or previously owned] by Equilon or its predecessors in interest ("USTs") [may have been/may be/are/were] present on the Property, and

WHEREAS, petroleum hydrocarbons may be present on the Property and

WHEREAS, the Parties desire to investigate and, if necessary, perform [USF abandonment or removal and/or] remediation of petroleum hydrocarbons to bring the Property into compliance with applicable law,

WHEREAS, Licensor is willing to purchase the Property with full knowledge of the presence of actual or potential subsurface petroleum hydrocarbons.

NOW, THEREFORE, in consideration of the sale of the Property from Equilon to Licensor, and the mutual promises and considerations stated herein the Parties agree as follows:

1. Grant of License. Licensor hereby grants a nonexclusive irrevocable license from the date of this Agreement to Equilon, its employees, authorized agents and contractors to enter the Property to perform all monitoring well installations, tests, inspections, borings, engineering studies, surveys, appraisals, environmental studies, remediation operations and/or other activities hereinafter referred to as "Corrective Action" that Equilon deems necessary to comply with all applicable federal, state and local statutes, regulations, ordinances directives, orders and standards for [ abandonment or removal of USTs and] Corrective Action related to USTs. If Licensor fails to provide reasonable access to Equilon, or Licensor unreasonably interferes with Equilon's activities on the Property, such failure shall constitute waiver of any right, claim or cause of action Licensor may have against

<sup>1</sup> If this Agreement is used in connection with the sale of a terminal property then, the term "UST's" shall mean underground storage tanks and above ground storage tanks and regulations covering above ground storage tanks shall also apply.  
R:\Commercial\KLC\ALLIANCE\EQUILONSALE (ThirdParty) (5-14-99).DOC  
Revised 5/14/99

BOX 333-CT1

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Equilon, to perform or continue Corrective Action on the Property. Such waiver shall not constitute the sole remedy for breach of this provision which remedies may include without limitation, consequential damages.

2. **Environmental Investigation and Remediation.** For as long as this Agreement remains in effect, Equilon, at its sole expense, agrees to conduct any necessary Corrective Action at the Property in accordance with all applicable federal, state and local statutes, regulations, ordinances and standards; however, Licensor agrees Equilon is under no obligation to Licensor to remedy or respond to any environmental liability or condition on the Property that cannot be attributed to the alleged ownership or operation of the USTs on the Property.
3. **Regulations.** Licensor hereby agrees to comply with all existing and future applicable laws and regulations pertaining to underground storage tanks, including but not limited to liability and insurance requirements, inventory records, leak detection devices, system inspections, tank and line tests and tank field monitoring well tests. Licensor further agrees to copy Equilon, within fifteen (15) days of the date request is made by Equilon, with any records pertaining to the above. Further, upon written request by Equilon, Licensor shall make available all records required by applicable laws for review by Equilon at the Property during normal business hours.
4. **Termination.** Upon the completion of the Corrective Action, Equilon shall provide notice and appropriate documentation to the relevant government agencies having jurisdiction ("Agency") and to Licensor that Equilon considers the Corrective Action to be complete. Determination by the Agency that no further action is required or that the Corrective Action has been completed shall be conclusive and binding on Licensor and Licensor's successors and assigns. In the event that the Agency does not, for a period of one (1) year following the date of submission of Equilon's written notice, express objections to the notice, then the Corrective Action shall likewise be conclusively presumed to be complete. Once the Corrective Action is complete, Equilon shall have no further obligation or liability to Licensor or Licensor's successors and assigns for Corrective Action.
5. **Mutual Cooperation.** Equilon agrees to coordinate its activities with Licensor to minimize any inconvenience to or interruption of the conduct of Licensor's business or development of the Property including, but not limited to, providing reasonable notice prior to all activities which may interrupt the conduct of Licensor's business. Licensor agrees to cooperate with Equilon, and execute any additional documents, without limitation, permit applications, which may reasonably be required to effectuate the purpose of this Agreement. Licensor further agrees not to interfere with the activities conducted by Equilon on the Property.
6. **Permits.** Equilon, with the reasonable cooperation of Licensor, but at no expense to Licensor, shall obtain any and all permits which may be required for the Corrective Action it conducts pursuant to this Agreement.
7. **Periodic Reports.** Equilon agrees to provide Licensor with periodic reports which are submitted to the Agency outlining the results of Equilon's Corrective Action performed pursuant to this Agreement.
8. **Site Restoration.** Equilon agrees, upon completion of the Corrective Action contemplated by this Agreement, to restore the surface of the Property to as near the approximate grade and pavement as existed prior to said Corrective Action as is reasonably possible, including proper plugging, abandonment or removal of any monitoring well as may be required in accordance with applicable law.
9. **Indemnities.**
  - a) Equilon agrees to indemnify, defend and hold Licensor, and its officers, directors, shareholders, employees, agents, insurers, representatives, successors, and assigns (collectively referred to as "Indemnified Party") harmless from any and all liabilities, losses, claims, demands, or orders arising out of the Corrective Action Equilon performs pursuant to this Agreement, except to the extent that

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any said liabilities, losses, claims, demands, or orders may be attributed in whole or in part to the negligence, gross negligence or intentional act of the Indemnified Party. Equilon's indemnification obligation shall not include direct or indirect economic loss attributable to short term business interruptions as a result of Equilon's activities on the Property. This indemnity shall terminate at the time the Corrective Action is complete as set forth in paragraph 4 of this Agreement and be of no further force or effect.

- b) If underground storage tanks are used for any purpose on the Property at any time subsequent to the execution of this Agreement, then Licensor agrees to indemnify, defend and hold harmless Equilon, its members, predecessors, subsidiaries, affiliates, officers, directors, employees, agents, and each of their predecessors, successors, heirs and assigns from any and all liabilities, losses, claims, demands, or orders, including without limitation attorneys fees, litigation costs, money damages, fines and/or penalties, environmental response costs, natural resource damage assessments or awards (collectively referred to as "Liabilities"), arising out of the purchase, use, operation, maintenance, installation and/or removal or abandonment of underground storage tanks at the Property by Licensor or any person allowed by Licensor to install, use, maintain, operate, remove and/or abandon underground storage tanks at the Property ("Third Party") which may be found to be contributing to or causing: 1) personal injury, disease or death; 2) damage or loss to property; or 3) the need for Corrective Action at the Property or any other property, regardless of whether or not such Liabilities are caused by the sole negligence, concurrent negligence, gross negligence, or intentional conduct of Licensor or Third Party, and regardless of whether or not such Liabilities are strictly imposed by operation of law with or without fault. This indemnity shall survive the termination of this Agreement.
- c) From and after the closing, Equilon agrees to indemnify, defend and hold harmless Licensor, its members, predecessors, subsidiaries, affiliates, officers, directors, employees, agents and each of their predecessors, successors, heirs and assigns, from and against any and all demands, claims, causes of action, losses, damages, liabilities (including without limitation all environmental liabilities), penalties, costs and expenses (including attorney's fees) (collectively, "Licensor's Losses") arising from acts, failures to act or conditions with respect to the Property which occurred or were caused on or before the closing of Equilon's sale of the Property to Licensor ("Closing"), including also and without limitation, matters related to Equilon's Corrective Action, whether or not the matters subject to this indemnity arise or are caused by the sole negligence, concurrent negligence, gross negligence or intentional conduct of any person, or operation of law without regard to fault Equilon's indemnification obligations shall cover Licensor's Losses arising from (a) any matters caused by or arising from migration or contaminants from property other than the Property prior to the Closing; (b) contamination of the Property whether or not subject to remediation conducted by Licensor; and (c) the condition of the Property or the personal property and equipment of Equilon as of the Closing, it being understood that Licensor is purchasing the Property (but not such equipment). Equilon's indemnity obligations shall survive the Closing.

10. Assignment and Reimbursement from Trust Funds. Licensor hereby assigns to Equilon any and all rights it may have against the applicable state and federal fund established by the state or federal government to fund or reimburse cleanups, assessments, remediations or satisfaction of claims at UST sites. Licensor agrees to cooperate with Equilon, including execution of additional documents, if necessary, in obtaining any allowable reimbursement from a state and federal fund established by the state or federal government to fund or reimburse cleanups, assessments, remediations, or satisfaction of claims at UST sites and that any moneys obtained from said fund shall belong solely to Equilon.

11. Dispute Resolution. The Parties agree that should any dispute arise under this Agreement which cannot be amicably resolved, the dispute shall be submitted to mediation prior to being submitted to Arbitration under the

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rules and procedures of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any mediator or arbitrator selected by the parties shall be knowledgeable in environmental law and/or remediation technologies.

12. Execution of Agreement. Each of the undersigned hereby represents and warrants that it is authorized to execute this Agreement on behalf of the respective Party to the Agreement and that this Agreement, when executed by those Parties, shall become a valid and binding obligation, enforceable in accordance with its terms. Licensor represents and warrants that it is the owner of the property described in Exhibit A or that it has full lawful authority to grant access to the Property for the purposes described herein.
13. Assignment, Successor and Assigns. In the event Licensor's interests in the Property are conveyed, transferred or in any way assigned in whole or in part to any other person or entity, whether by contract, operation of law or otherwise, Licensor shall take any and all actions necessary at Licensor's sole cost to render any such conveyance, transfer or assignment subject to the terms of this Agreement and shall provide notice thereof to Equilon. Except as set forth hereinafter, this Agreement cannot be assigned by either Party without the prior written consent of the other, which consent shall not be unreasonably withheld. Licensor hereby assigns to Equilon any and all claims, causes of action and suits it may have against any third party who may have financial responsibility for any environmental response costs or other damages at the Property including but not limited to any rights to recover any insurance policy that may name Licensor as a beneficiary or against which Licensor may have a right of recovery. Licensor agrees to cooperate with Equilon in determining whether such claims exist. This Agreement is binding upon all heirs, successors and assigns of the Parties.
14. Notice. Any notice, consent, request, report, demand, or other document required to be given to one Party by the other shall be in writing and be delivered to or mailed to the receiving Party at its address, referenced on page 1 above. Facsimile copies shall be sufficient.
15. Modifications. This Agreement contains the entire understanding of the Parties. Any change, amendment, or alteration must be in writing and signed by both Parties to this Agreement to be effective. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and thereof.
16. No Admissions. Nothing contained in this Agreement shall be construed as an admission of any fact or liability of any Party to this Agreement.
17. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE IN WHICH THE CORRECTIVE ACTION IS PERFORMED WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

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18. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

EQUILON ENTERPRISES LLC

By: B.A. Brooks

Date: March 28, 2000

Printed Name: B. A. Brooks

Title: Attorney-in-Fact

LICENSOR

By: Josef Nicomarin

Date: April 11 2000

Printed Name: Josef Nicomarin

Title: PRESIDENT

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Exhibit "A"

THAT PART OF LOTS 1 AND 2 IN WEBER'S ADDITION TO SHERMERVILLE, BEING A SUBDIVISION OF PART OF LOT 17 OF ASSESSORS DIVISION IN SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED SEPTEMBER 12, 1903 AS DOCUMENT NUMBER 3440449 IN COOK COUNTY, ILLINOIS, (EXCEPT THAT PART THEREOF TAKEN FOR HIGHWAYS) DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 1, IT BEING AT THE INTERSECTION OF THE CENTER LINE OF SHERMER AVENUE WITH THE CENTER LINE OF WAUKEGAN ROAD, THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID SHERMER AVENUE, IT BEING THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2 A DISTANCE OF 166.20 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 94 DEGREES 25 MINUTES FROM NORTHEAST TO EAST TO SOUTHEAST WITH THE LAST DESCRIBED LINE A DISTANCE OF 33.10 FEET TO THE SOUTHEASTERLY LINE OF SHERMER AVENUE FOR A POINT OF BEGINNING OF THIS TRACT: THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID SHERMER AVENUE IT BEING 33 FEET SOUTHEASTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE CENTER LINE OF SAID SHERMER AVENUE A DISTANCE OF 131.66 FEET TO A POINT WHICH IS 30 FEET SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES TO) THE CENTER LINE OF SAID WAUKEGAN ROAD, THENCE SOUTHEASTERLY ALONG A LINE WHICH IS 30 FEET SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE CENTER LINE OF SAID WAUKEGAN ROAD A DISTANCE OF 200 FEET TO A POINT, THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 101 DEGREES 09 MINUTES 06 SECONDS FROM NORTHWEST TO WEST TO SOUTHWEST WITH THE LAST DESCRIBED LINE (IT BEING PARALLEL WITH THE NORTHWESTERLY LINES OF SAID LOTS 1 AND 2) A DISTANCE OF 108.14 FEET TO A POINT, THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 85 DEGREES 35 MINUTES FROM NORTHEAST TO NORTH TO NORTHWEST WITH THE LAST DESCRIBED LINE A DISTANCE OF 196.80 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE LAND DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 IN WEBER'S ADDITION TO SHERMERVILLE, BEING A SUBDIVISION OF PART OF LOT 17 OF ASSESSOR'S DIVISION OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED SEPTEMBER 12, 1903, AS DOCUMENT NUMBER 3440449 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SHERMER ROAD, 36.63 FEET SOUTHWESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD (MEASURED ON THE SOUTHERLY LINE OF SHERMER ROAD); THENCE EASTERLY ALONG A CURVE TO THE RIGHT, THE RADIUS OF WHICH IS 30.00 FEET, TO A POINT, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD; THENCE NORTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD, A DISTANCE OF 36.63 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SHERMER ROAD; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SHERMER ROAD, A DISTANCE OF 36.63 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS

PIN 04-10-301-049

pty address 1100 Waukegan Road

Northbrook, IL 60062