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Cook County Recorder of Deeds
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SS# 15875

RELEASE AND RIGHT OF ENTRY AGREEMENT

Prepared by and Return to After Recording:

BP Products North America Inc.
1323 Bond Street, Suite 179
Naperville, Illinois 60563
Attn: Brandon Cue, Esq.

RELEASE AND RIGHT OF ENTRY AGREEMENT

THIS RELEASE AND RIGHT OF ENTRY AGREEMENT is made as of the 20th day of January, 2004, by and between BP PRODUCTS NORTH AMERICA INC., a Maryland corporation, f/k/a Amoco Oil Company ("Seller"), with offices at c/o BP Amoco, 1323 Bond Street, Suite 179, Naperville, Illinois 60563, and MONICA ENTERPRISES, INC., an Illinois corporation ("Purchaser"), whose address is: 555 Lake Street, Bartlett, Illinois.

WITNESSETH:

WHEREAS, Seller and Purchaser entered into a Purchase and Sale Agreement dated September 19, 2003 (as the same may have been amended, the "Sale Agreement"), pursuant to which Seller agreed to sell to Purchaser, and Purchaser agreed to purchase from Seller, all of Seller's right, title and interest in and to the real estate legally described on Exhibit A attached hereto and made a part hereof, together with Seller's right, title and interest in and to certain improvements and personal property located thereon, as more specifically set forth in the Sale Agreement (collectively, the "Property"); and

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

WHEREAS, Seller has provided to Purchaser copies of certain documents and disclosures regarding the environmental condition of the Property, as set forth in the Sale Agreement; and

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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; 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, of the Property resulting from Seller's use prior to the date of transfer of title of the Property (all as set forth in, and subject to, the terms of the Sale Agreement), and Purchaser has agreed to assume all responsibility and liability for any and all hydrocarbons or other contaminants or regulated substances which occur after the date of transfer of title of the Property, as set forth in the Sale Agreement; 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 herein and the parties' respective duties and obligations set forth in the Sale Agreement, Seller and Purchaser do hereby agree as follows.

1. Purchaser, for itself, and for its heirs, grantees, successors and assigns, and their respective heirs, grantees, successors and assigns (including, without limitation, all successors to Purchaser in title to the Property) (collectively, the "Purchaser Parties"), hereby agrees that, from and after the date of this Release and Right of Entry Agreement (the "Effective Date"), the Purchaser Parties shall be responsible and liable for compliance with all environmental laws and regulations and for any environmental assessment, inspection, monitoring and remediation arising out of, relating to or resulting from the use or occupancy of the Property by or on behalf of Purchaser or any other Purchaser Party (or any of their respective employees, agents, representatives, invitees, licensees, tenants or contractors), which may include, without limitation, responsibility and liability for maintaining eligibility for reimbursement under applicable state petroleum remediation or reimbursement programs, to the extent applicable. The Purchaser Parties shall, at Seller's request, provide to Seller assurance of compliance with all environmental laws and regulations, including, without limitation, the results of all future tank and line tightness tests, product inventory data, tank gauging data and tank leak detection data, and shall promptly notify Seller of all leaks, spills or releases of hydrocarbons or other regulated substances or contaminants at or from the Property which occur or of which Purchaser or any other Purchaser Party become aware, it being the intent of the parties that Purchaser and the other Purchaser Parties shall be responsible and liable for any and all spills, leaks or releases of hydrocarbons or other contamination occurring on or at the Property subsequent to the Effective Date and/or any migration thereof. From and after the Effective Date, Purchaser and the other Purchaser Parties, for themselves and their respective employees, agents, representatives, invitees, licensees, tenants and contractors (collectively, the "Purchaser Indemnifying Parties"), shall indemnify, defend (with counsel reasonably acceptable to Seller) and hold harmless Seller, and Seller's parents, subsidiaries, affiliates and each of their respective agents, employees, officers, directors, shareholders, successors and assigns (collectively, the "Indemnified Seller Parties"), from and against any and all damages, liabilities, judgments, penalties, suits, actions,

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losses, demands, claims, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees) (collectively, "Claims and Losses") resulting or arising from the presence of hydrocarbon and/or other contamination occurring on, at or migrating from the Property after the Effective Date; provided, however, that, from and after the "Ending Date" (as defined in the Sale Agreement), Purchaser and the other Purchaser Parties, for themselves and on behalf of the other Purchaser Indemnifying Parties, shall indemnify, defend (with counsel reasonably acceptable to Seller) and hold harmless Seller and the other Indemnified Seller Parties from and against all Claims and Losses resulting or arising from any and all contamination present at or migrating from the Property, regardless of whether such presence or migration occurred after, on or prior to the Effective Date.

2. Purchaser and the other Purchaser Parties, collectively and jointly and severally, for themselves and on behalf of the other Purchaser Indemnifying Parties, and all persons claiming by, through or under Purchaser, the other Purchaser Parties and/or the other Purchaser Indemnifying Parties, hereby:

(a) release and forever discharge the Indemnified Seller Parties from any and all Claims and Losses whatsoever, that may now exist or hereafter accrue with respect to contamination of the Property existing as of the Effective Date or occurring after the Effective Date, except for any such Claims and Losses which are covered by Seller's duties, obligations and liabilities to Purchaser expressly set forth in the Sale Agreement, and

(b) covenant and agree to forever refrain and desist from instituting or asserting against the Indemnified Seller Parties, any claim, demand, action or suit whatsoever, either directly or indirectly, arising or resulting from contamination or alleged contamination of the soil or groundwater of the Property (or migration therefrom), or from the environmental condition of the Property, except to enforce Seller's express duties, obligations and liabilities set forth in the Sale Agreement.

3. Purchaser hereby grants to Seller, its agents, employees, successors and assigns, the irrevocable right to enter upon the Property, from time to time and at any time from and after the Effective Date, for the purpose of: (i) engaging in environmental assessments, inspection and remediation, including but not limited to the installation of such facilities and the conduct of such activities as deemed necessary or advisable by Seller, in its sole discretion, or as are required by governmental authorities having jurisdiction, for a period of time required to comply with any applicable environmental law or regulation affecting the Property and/or Seller's duties, obligations and liabilities under the Sale Agreement, and (ii) removing from the Property any property and equipment not sold pursuant to the Sale Agreement (including, without limitation, any remediation equipment, monitoring equipment and observation equipment, and any signage and trade dress of Seller).

4. Purchaser and the other Purchaser Parties agree to reasonably cooperate with Seller and reasonably maintain the Property in a manner which does not unreasonably interfere with Seller's performance of any of Seller's duties or obligations under the Sale Agreement, and in a manner which shall not impair Seller's eligibility and/or ability to recover funds from any UST

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reimbursement program and/or the Seller's ability to comply with any applicable laws. Purchaser and the other Purchaser Parties agree to reasonably cooperate and assist Seller in obtaining any approvals, consents or permits required for Seller's performance of its duties and obligations under the Sale Agreement, and/or Seller's UST fund reimbursement requests. Purchaser and the other Purchaser Parties agree to cooperate fully with Seller in the performance of the activities authorized herein so as to minimize the time and expense to Seller, which cooperation shall include, without limitation, the granting of access to on-site utilities (e.g., electricity, sewer, and water) if required for such activities. Purchaser and the other Purchaser Parties further agree that, during any period within which Seller is performing remediation, assessment or monitoring of environmental contamination or the environmental condition of the Property (or the migration of contamination from 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 the other Purchaser Parties shall be solely responsible for any damage to, or destruction of, any monitoring wells (or related facilities) and/or any remediation or monitoring equipment caused by Purchaser or such Purchaser Party (as applicable), or any of the other Purchaser Indemnifying Parties. Without limiting the foregoing, in the event that Purchaser or any other Purchaser Party 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 such Purchaser Party (as applicable) shall provide Seller with at least thirty (30) days' prior written notice thereof, together with plans and specifications therefor.

5. Purchaser acknowledges that no promise or inducement with respect to the Property has been offered by Seller or any other Indemnified Seller Party except as set forth herein and in the Sale Agreement (and the other documents and instruments executed and delivered by Seller and Purchaser pursuant to the Sale Agreement); that this Release and Right of Entry Agreement is executed by Purchaser without reliance upon any statement or representation by Seller, its agents or employees, concerning the measure or extent of any contamination or the legal liability therefor; that Purchaser is of legal age, legally competent to execute this Release and Right of Entry Agreement and accepts full responsibility therefor; that this Release and Right of Entry Agreement, the Sale Agreement and the other documents and instruments executed and delivered by Seller and Purchaser pursuant to the Sale Agreement contain the entire agreement between Purchaser and Seller with respect to this matter; and that the terms of this Release and Right of Entry Agreement are contractual and not merely recital. By taking title to the Property (or otherwise succeeding, directly or indirectly, to any of Purchaser's right, title or interest in or to the Property), each Purchaser Party shall be conclusively deemed to have agreed to and accepted each and all of the terms, provisions and conditions of this Release and Right of Entry Agreement, and to have agreed to be bound thereby. This Release and Right of Entry Agreement may be executed in any number of counterparts, each of which shall constitute an original but which when taken together shall be deemed one instrument. It is the intention of Purchaser and Seller that the terms, provisions, covenants and restrictions set forth in this Release and Right of Entry shall be deemed to have vested upon the execution and delivery of this Release and Right of Entry by Purchaser and Seller. If any of the terms or provisions contained herein shall be

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unlawful, void or voidable for violation of the rule against perpetuities, then any such terms or provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush. If any of the terms or provisions contained herein shall be unlawful, void or voidable for violation of any other statutory or common law rule(s) or regulation(s) imposing time limits, then any such terms and provisions shall continue only for the longest period permitted under such statutory or common law rule(s) or regulation(s). If any term or provision in this Release and Right of Entry shall, to any extent, be invalid or unenforceable, the remainder of this Release and Right of Entry (or the application of such term or provision to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term and provision set forth in this Release and Right of Entry shall be valid and enforceable to the fullest extent permitted by law.

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THIS RELEASE AND RIGHT OF ENTRY AGREEMENT, and each of the covenants herein contained shall run with the land and be binding upon Purchaser and the other Purchaser Parties.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Release and Right of Entry Agreement to be executed and delivered as of the date and year first above written.

SELLER:

BP PRODUCTS NORTH AMERICA INC.,
a Maryland corporation,
f/k/a Amoco Oil Company

By: Marcelo Costa
Its: Divestment Manager

PURCHASER:

MONICA ENTERPRISES, INC,
an Illinois corporation

By: Murkedh Blah
Its: President
FEIN: 36-4280905

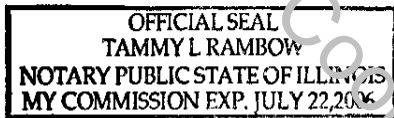
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STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, Tammy L. Rambow, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Marcelo Ariola personally known to me to be the Investment Manager of BP Products North America Inc., a Maryland corporation, f/k/a Amoco Oil Company, and personally known to me to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Investment Manager, he/she signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 14th day of January, 2004.



Tammy L. Rambow
Notary Public

My Commission Expires: 7-22-06

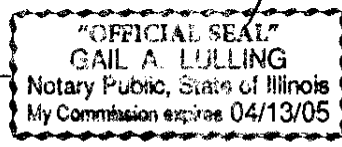
STATE OF Illinois)
)SS
COUNTY OF DuPage)

I, GAIL A. LULLING, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that MUKESH BHATIA personally known to me to be the President, of Monica Enterprises, Inc., an Illinois corporation, and personally known to me to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such MUKESH BHATIA, he/she signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of January 2004

Gail A. Lulling
Notary Public

My Commission Expires: _____



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**EXHIBIT A
TO
RELEASE AND RIGHT OF ENTRY AGREEMENT**

LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF U.S. ROUTE 20 WITH THE CENTER LINE OF BARTLETT ROAD;
 THENCE NORTHEASTERLY ALONG THE CENTER LINE OF BARTLETT ROAD A DISTANCE OF 250.80 FEET;
 THENCE SOUTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 100 DEGREES 18 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 230.49 FEET;
 THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF BARTLETT ROAD A DISTANCE OF 250.82 FEET TO THE CENTER LINE OF U.S. ROUTE 20;
 THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE RIGHT A DISTANCE OF 52.79 FEET;
 THENCE NORTHWESTERLY ALONG SAID CENTER LINE BEING TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 177.7 FEET TO THE POINT OF BEGINNING,

(EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF U.S. ROUTE 20 WITH THE CENTER LINE OF BARTLETT ROAD, SAID POINT BEING THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY;
 THENCE ON AN ASSUMED BEARING OF NORTH 12 DEGREES 55 MINUTES 00 SECONDS EAST ALONG THE CENTER LINE OF BARTLETT ROAD 250.80 FEET TO THE NORTHWEST CORNER OF THE SAID ABOVE DESCRIBED PROPERTY;
 THENCE SOUTH 66 DEGREES 47 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID DESCRIBED PROPERTY 30.47 FEET TO THE EASTERLY LINE OF BARTLETT ROAD AS MONUMENTED AND OCCUPIED;
 THENCE SOUTH 12 DEGREES 55 MINUTES 00 SECONDS WEST ALONG SAID EASTERLY LINE OF BARTLETT ROAD 174.99 FEET TO A POINT;
 THENCE SOUTH 26 DEGREES 55 MINUTES 00 SECONDS EAST 38.39 FEET;
 THENCE SOUTH 66 DEGREES 45 MINUTES 00 SECONDS EAST 108.01 FEET;
 THENCE SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTH, RADIUS 11,409.17 FEET, CENTRAL ANGLE 00 DEGREES 20 MINUTES 11 SECONDS, 67 FEET TO THE EASTERLY LINE OF SAID DESCRIBED PROPERTY;
 THENCE SOUTH 12 DEGREES 55 MINUTES 00 SECONDS WEST ALONG SAID EASTERLY LINE 50.90 FEET TO THE CENTER LINE OF U.S. ROUTE 20, SAID POINT BEING ON A 11,459.11 FOOT RADIUS CURVE, THE CENTER OF THE CIRCLE OF SAID CURVE BEARS NORTH 22 DEGREES 59 MINUTES 11 SECONDS EAST FROM SAID POINT;

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THENCE NORTHWESTERLY ALONG SAID CURVE 52.79 FEET, CENTRAL ANGLE 00 DEGREES 15 MINUTES 50 SECONDS ALONG SAID CENTER LINE OF U.S. ROUTE 20; THENCE NORTH 66 DEGREES 45 MINUTES 00 SECONDS WEST ALONG SAID CENTER LINE OF U.S. ROUTE 20, A DISTANCE OF 177 FEET TO THE POINT OF BEGINNING)

IN COOK COUNTY, ILLINOIS.

PIN: 06-27-403-013-0000

Address: 555 Lake Street, Bartlett, Illinois

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