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Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 02/18/2004 11:56 AM Pg: 1 of 7

Property of Cook County Clerk's Office

Space Above This Line For Recorder's Use

Prepared by:
Joseph A. Girardi, Esq.
Henderson & Lyman
Suite 240
175 W. Jackson
Chicago, IL 60604

After Recording Return to:
Beverly J. Klug
Equilon Enterprises LLC
12700 Northborough, Suite 300
Houston, Texas 77067

(CC#136943)

ACCESS AGREEMENT

This Agreement is made as of February 6, 2004 by and between the following entities, referred to herein as the Parties:

Equilon Enterprises LLC
12700 Northborough, Suite 300
Houston, Texas 77067
Attn: Property & Planning
Phone: 281-874-7000
Fax: 281-874-2294

Attn: Sam L. Brenneke
2977 Highway K, #307
O'Fallon Missouri 63366
Phone: 636-294-2171
Fax: 636-294-2172
E-mail: SLBrenneke@ShellOPUS.com

("Equilon")

and

Handwritten signature

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MLS
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JAB Petroleum, Inc.
Attn: Mohammad Allahrakha
2003 N. Pulaski
Chicago, Illinois 60639
Phone: 630-745-1801
("Licensor")

WHEREAS, Licensor desires to purchase the property located at 2003 N. Pulaski, Chicago, Illinois, described in **Exhibit "A"**, ("Property") and Equilon desires to sell the Property pursuant to the terms of a certain Right of First Refusal previously executed 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 by Equilon or its predecessors in interest ("USTs") were or are present on the Property, and Equilon, as part of the "Purchase and Sale Agreement", is selling to Licensor the USTs presently on the Property

WHEREAS, petroleum hydrocarbons may be present on the Property, and

WHEREAS, the Parties desire to investigate and, if necessary, perform 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 its obligations, if any, under the Purchase and Sale Agreement, and all applicable federal, state and local statutes, regulations, ordinances directives, orders and standards for 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 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 the Corrective Action, if any, required of it under the Purchase and Sale Agreement 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 Equilon's ownership or operation of the USTs on the Property.

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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 deemed necessary by Equilon, as provided in paragraph one hereof, 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

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Equilon performs pursuant to this Agreement, except to the extent that 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.

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 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

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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. Agreement to Run With Land. The Agreement shall be recorded against the Property, shall run with the land, shall bind Licensor's heirs, administrators, executors, successors and assigns, and shall inure to the benefit of Equilon's successors and assigns. Equilon's waiver of any breach of this Agreement shall not constitute a waiver of this Agreement or any subsequent breach of this Agreement.
15. 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.
16. 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.
17. No Admissions. Nothing contained in this Agreement shall be construed as an admission of any fact or liability of any Party to this Agreement.
18. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.
19. Counterparts. 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.

[SIGNATURE PAGE TO FOLLOW]

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EQUILON ENTERPRISES LLC

By: Charles T. Badrick

Date: January 16, 2004

Printed Name: Charles T. Badrick

Title: Attorney-in-Fact

JAB PETROLEUM INC.

By: Mohammad Allahrakha

Date: 2-6-04

Printed Name: Mohammad Allahrakha

Title: President

STATE OF TEXAS

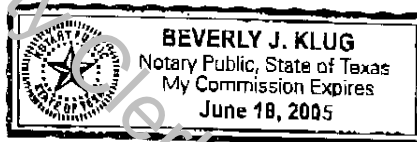
COUNTY OF HARRIS

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The within and foregoing instrument was acknowledged before me this 16th day of January, 2004, by Charles T. Badrick who is the Attorney-in-Fact of Equilon Enterprises LLC, a Delaware limited liability company, on behalf of the company.

Witness my hand and official seal.

Beverly J. Klug
NOTARY PUBLIC



My commission expires:

STATE OF ILLINOIS

COUNTY OF Cook

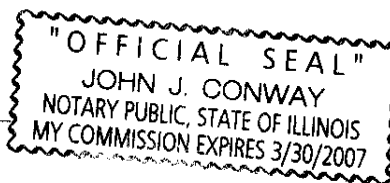
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The within and foregoing instrument was acknowledged before me this 16th day of January, 2004, by Mohammad Allahrakha, President of FAB Petroleum, Inc., an Illinois corporation, on behalf of the company.

Witness my hand and official seal.

John J. Conway
NOTARY PUBLIC



My commission expires:

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Exhibit A

STREET ADDRESS: 2003 N PULASKI

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 13-35-123-080-0000

LEGAL DESCRIPTION:

LOTS 60, 61, 62 AND 63 IN PRICE AND MOSS SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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