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Doc#: 1014134082 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/21/2010 02:30 PM Pg: 1 of 6

This Instrument Was Prepared By
And when recorded, return to:

Michael Sanchez
Shannon, Martin, Finkelstein & Alvarado, P.C.
1001 McKinney Street
Suite 1100
Houston, Texas 77002

Tax Parcel No.: 08-21-403-034-0000

ACCESS AGREEMENT

This **Access Agreement** ("**Agreement**"), dated as of the 19th day of May, 2010, is by and between Equilon Enterprises LLC d/b/a Shell Oil Products US, a Delaware limited liability company ("**Seller**"), with offices located at 700 Milam Street, Office 2069A, Houston, Texas 77002 and Riteline Properties LLC, an Illinois limited liability company, with offices located at 200 W. Higgins Road, Schaumburg, Illinois 60195 ("**Buyer**").

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase and Sale Agreement dated as of the 19th day of May, 2010 (the "**Purchase Agreement**"), pursuant to which Seller has agreed to transfer to Buyer and Buyer has agreed to accept from Seller, all of Seller's right, title and interest in and to the Assets, including without limitation the Purchased Premises described on **Exhibit A** hereto (the "**Premises**"); and

WHEREAS, in accordance with the Purchase Agreement, Seller may require access to the Premises in connection with certain post-closing activities contemplated or required by the terms of the Purchase Agreement;

NOW, THEREFORE, in exchange for the mutual promises and considerations stated herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1. DEFINITIONS AND PROCEDURES

1.1 Definitions and Procedures. Unless defined in this Agreement or the context shall otherwise require, terms used and not defined herein shall have the meanings set forth in **Schedule A** to the Purchase Agreement, and unless otherwise provided in this Agreement, all rules as to usage and procedural conventions set forth in **Schedule B** to the Purchase Agreement shall govern this Agreement.

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ARTICLE 2. GRANT OF LICENSE

2.1 Grant of License. (a) Buyer, as owner or tenant of the Premises, hereby grants a nonexclusive irrevocable license from the date of this Agreement to Seller, its employees, authorized agents and contractors, to enter the Premises to perform any and all post Closing activities contemplated by Section 4.6 (*UST System Matters*), Section 9.6 (*Future Conveyances/ Leases*), Section 9.8 (*Post Closing Arrangements Relating to Purchased Premises*), Article 12 (*Environmental Indemnification*) and Article 13 (*Cooperation and Performance of Environmental Remediation and Indemnification*) of the Purchase Agreement, which activities include, but are not limited to, tank removal or closure activities, remediation activities, and engineering or environmental studies, tests, survey, appraisals or inspections.

(b) This Agreement is intended and shall be construed only as a temporary license and is not intended to be a grant of an easement or any other interest in the Premises.

ARTICLE 3. COVENANTS

3.1 Assignment, Successor and Assigns. In the event Buyer's interest in the Premises is 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, Buyer shall (a) provide prior written notice to Seller of such conveyance or transfer; and (b) comply with the provisions of Section 9.6 of the Purchase Agreement (*Future Conveyances/Leases*).

ARTICLE 4. TERMINATION

4.1 Termination. This Agreement shall automatically terminate, without any further action of either Seller or Buyer, upon the later to occur of (a) termination of Seller's rights and obligations under Section 4.6 of the Purchase Agreement (*UST System Matters*) or (b) termination of Seller's obligation, if any, to indemnify Buyer or perform Remediation pursuant to Article 12 (*Environmental Indemnification*) and/or Article 13 (*Cooperation and Performance of Environmental Remediation and Indemnification*) of the Purchase Agreement.

ARTICLE 5. INDEMNIFICATION; LIMITATIONS

5.1 Indemnification. This Agreement is delivered pursuant to the Purchase Agreement and is subject to the provisions, including, without limitation, provisions relating to indemnification by Seller and by Buyer, and the limitations in respect of such indemnification set forth therein.

ARTICLE 6. MISCELLANEOUS

6.1 Dispute Resolution. All disputes between Seller and Buyer arising out of, relating to, or in connection with this Agreement, including, without limitation, any Claim or question relating to this Agreement's negotiation, performance, non-performance, interpretation or termination or the relationship between Seller and Buyer contemplated or established by this

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Agreement, shall be referred to and finally resolved pursuant to the dispute resolution provisions of **Schedule B** of the purchase agreement. This Section 6.1 shall survive indefinitely.

6.2 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 and in the manner set forth in the Purchase Agreement.

6.3 Environmental Investigation and Remediation. **Buyer agrees that Seller is under no obligation to Buyer to remedy or respond to any Environmental Condition at the Premises for which Seller is not responsible under the Purchase Agreement. Seller and Buyer agree that no provision of this Agreement shall expand Seller's obligations to respond to Environmental Conditions not specifically identified in the Purchase Agreement and shall not be construed to be an admission of liability, wrongdoing or violation of any Law by Seller or Buyer or their predecessors, successors or permitted assigns.**

6.4 Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of Delaware, excluding any conflict of law principles that would direct application of the laws of another jurisdiction.

6.5 Waiver. No waiver by any party of any breach of the covenants and/or agreements set forth herein, or any rights or remedies provided hereunder and no course of dealing shall be deemed a continuing waiver of the same or any other breach, right or remedy, unless such waiver is in writing and is signed by the party sought to be bound. The failure of a party to exercise any right or remedy shall not be deemed a waiver of such right or remedy in the future.

6.6 Collective Transaction. Seller and Buyer acknowledge that this Agreement has been entered into and Seller and Buyer have agreed to perform post-Closing obligations under the Purchase Agreement in connection with, and in reliance on, the other party's execution of and agreement to perform under each of this Agreement, the Purchase Agreement and the Branding Agreement, which, in the case of this Agreement and the Branding Agreement, run with and burden the Purchased Premises.

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[Signatures appear on the following page.]

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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the dates set forth above.

"SELLER":

**EQUILON ENTERPRISES LLC
d/b/a Shell Oil Products US**

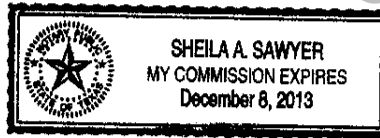
By: Scott C. David
Name: Scott C. David
Title: JV Formation Manager

STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)

On this 18th day of May, 2010, before me appeared Scott C. David, to me personally known, who, being by me duly sworn did say that he is the JV Formation Manager of Equilon Enterprises LLC d/b/a Shell Oil Products US, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company.

Sheila A. Sawyer
Notary Public in and for the
State of Texas


My commission expires:



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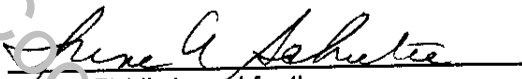
BUYER

Riteline Properties, LLC

By: 
 Name: ROBERTO STAMBOLIC
 Title: MGR.

STATE OF Illinois)
 COUNTY OF Cook) SS.

On this 14th day of May, 2010, before me appeared _____
ROBERTO STAMBOLIC, to me personally known, who, being by me duly sworn did say that
 he is the MANAGER of Riteline Properties, LLC, an Illinois limited liability
 company, and that said instrument was signed on behalf of said limited liability company.


 Notary Public in and for the
 State of Illinois

My commission expires:



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Exhibit A Legal Description

CC# 137022

Address: 1 East Higgins, Elk Grove Village, Illinois

Tax Parcel No.: 08-21-403-034-0000

PARCEL 1:

LOT 1 IN SHELL OIL COMPANY'S CONSOLIDATION PLAT OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 92476264, (EXCEPTING THEREFROM, THAT PART OF LOT 2 IN SCHNELL'S DIVISION, BEING A SUBDIVISION IN SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF LOT 1 IN ELK GROVE VILLAGE SECTION 1 NORTH, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO KNOWN AS PART OF LOT 1 IN SHELL OIL COMPANY'S CONSOLIDATION PLAT, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 1992 AS DOCUMENT 92476264, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY EXISTING RIGHT OF WAY LINE OF ARLINGTON HEIGHTS ROAD WITH A LINE 149.04 FEET NORMALLY DISTANT SOUTHERLY AND PARALLEL WITH THE MOST NORTHERLY OF SAID LOT 1 EXTENDED WESTERLY; THENCE ON AN ASSUMED BEARING OF NORTH 13 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE EASTERLY EXISTING RIGHT OF WAY LINE OF ARLINGTON HEIGHTS ROAD 39.56 FEET TO AN ANGLE POINT ON THE EASTERLY EXISTING RIGHT OF WAY LINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTH 17 DEGREES 42 MINUTES 37 SECONDS EAST ALONG THE EASTERLY EXISTING RIGHT OF WAY LINE OF ARLINGTON HEIGHTS ROAD 105.16 FEET TO AN ANGLE POINT ON THE EASTERLY EXISTING RIGHT OF WAY LINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTH 58 DEGREES 10 MINUTES 12 SECONDS EAST 46.57 FEET (46.52 FEET, RECORDED) TO THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF HIGGINS ROAD; THENCE SOUTH 82 DEGREES 47 MINUTES 23 SECONDS EAST ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF HIGGINS ROAD 9.07 FEET TO A POINT ON A 20.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 7 DEGREES 12 MINUTES 37 SECONDS WEST FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE CENTRAL ANGLE 80 DEGREES 13 MINUTES 53 SECONDS, 28.01 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A 2945.57 FOOT RADIUS CURVE CONCAVE EASTERLY, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 72 DEGREES 01 MINUTE 16 SECONDS EAST FROM SAID POINT, CENTRAL ANGLE 3 DEGREES 02 MINUTES 19 SECONDS, 157.07 FEET TO A POINT 149.04 FEET NORMALLY DISTANT SOUTHERLY OF THE MOST SOUTHERLY LINE OF SAID LOT 1 EXTENDED WESTERLY; THENCE NORTH 82 DEGREES 47 MINUTES 23 SECONDS WEST ALONG A LINE 149.04 FEET NORMALLY DISTANT SOUTHERLY AND PARALLEL WITH THE MOST NORTHERLY LINE OF SAID LOT 1 EXTENDED WESTERLY 26.69 FEET TO THE POINT OF BEGINNING.) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS CREATED BY AGREEMENT DATED JANUARY 17, 1992 AND RECORDED APRIL 21, 1992 AS DOCUMENT NUMBER 92261461 AND FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THOSE PORTIONS OF THE PROPERTY LYING EAST AND SOUTH OF THE LAND DESCRIBED IN AFORESAID PARCEL 1, AS DEPICTED ON EXHIBIT 'C' ATTACHED TO AFORESAID AGREEMENT.