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SS# 5387

15901 S. Halsted & 159th St.
Harvey, IL 60426

COOK COUNTY, ILLINOIS
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Release and Right-of-Entry

28-684-PPE (2-94) E



KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, AMOCO OIL COMPANY, a Maryland corporation ("Seller"), with offices at 200 East Randolph Drive, Chicago, Illinois 60601

and Dipak Bhayani (DJB) (MRB) ("Purchaser"), whose address is 3034 Fresno, Homewood, Illinois 60430

entered into a Real Estate Sales Contract and Addendum to Real Estate Sale Contract dated May 16, 1994 (the "Contract"), covering certain real estate and the improvements thereon described as set forth in Attachment #1 annexed hereto and made a part hereof (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;

AND WHEREAS, Seller has provided to Purchaser a copy of the environmental assessment performed by or at the request of Seller, as set forth in the Contract;

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;

AND WHEREAS, Seller has agreed to perform certain environmental assessment, monitoring and remediation measures pursuant to the Contract to address hydrocarbon contamination, if any, of the Property resulting from Seller's use prior to the date of transfer of title, 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;

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 as set forth in the Contract, the terms of which are by this reference incorporated in full herein:

1. For the period of time ending upon the expiration of the petroleum restriction set forth in the deed from Seller to Purchaser, or at such sooner time as is (i) no further remediation activities are required from Seller by the Illinois Environmental Protection Agency

(the "Department"); or (ii) any gasoline, diesel fuel, kerosene, benzol, naphtha or any fuel used for internal combustion engines is sold, handled or stored on the Property; or (iii) Purchaser shall materially default in compliance with any applicable environmental laws or regulations, or shall otherwise default in the performance of any material covenant in the Contract relating to environmental contamination, assessment or remediation; or (iv) a material spill, leak or other release of hydrocarbons or other contamination occurs following the date of title which makes Seller's remedial work significantly more difficult or significantly increases the cost or extends the time to complete the remedial work (the "Ending Date"), Seller agrees to indemnify and hold harmless Purchaser and Purchaser's heirs, legal representatives and successors (collectively the "Indemnified Purchaser Parties"), from and against all claims, demands, damages, losses, judgments, penalties and liabilities which arise as a result of any enforcement action arising from the presence of hydrocarbon contamination on the Property caused by Seller's use thereof prior to the date of transfer of title; provided, however, that (i) Seller's indemnity shall be limited to remediation costs actually incurred by or imposed upon Indemnified Purchaser Parties as a result of such enforcement action, (ii) Indemnified Purchaser Parties shall promptly notify Seller and provide to Seller copies of all notices received by Indemnified Purchaser Parties pertaining to any such enforcement action, and (iii) Indemnified Purchaser Parties shall incur no costs or expenses for remediation without the prior written consent of Seller.

2. Pursuant to the Contract, as of the date of transfer of title, Purchaser expressly (i) assumed all responsibility and liability for compliance with all environmental laws and regulations and for any environmental assessment, inspection, monitoring and remediation relating to or resulting from Purchaser's use of the Property; (ii) agreed at Seller's request, to provide to Seller assurance of compliance with all environmental laws and regulations, including but not limited to the results of all future environmental tests, product inventory data, tank gauging data, tank leak detection data and sampling data; (iii) agreed to promptly notify Seller of all leaks, spills or releases of hydrocarbons or other regulated substances which occur or of which Purchaser becomes aware, and (iv) agreed permit Seller to perform product tracing and other reasonable tests and procedures during the period of any assessment or remediation activities by Seller, it being the intent of the parties that Purchaser shall be responsible and liable for any and all releases which occur subsequent to the date of transfer of title. Commencing on the date of transfer of title, the Purchaser, for themselves and on behalf of their agents, employees, heirs, personal representatives, grantees, successors and assigns (collectively the "Purchaser Indemnifying Parties") agree to indemnify and hold harmless Seller, its parent, affiliates and each of their respective agents, employees, officers, directors, shareholders, successor and assigns (collectively the "Indemnified Seller Parties) from and against all claims, demands, damages, losses, liabilities, judgments, penalties, suits, actions, costs and expenses (including consultants' and attorneys' fees) arising from the presence of hydrocarbon or other contamination occurring after the Closing Date; provided, however, that from and after the Ending Date, the Purchaser Indemnifying Parties shall indemnify and hold harmless Indemnified Seller Parties from and against all claims, demands, damages, losses, judgments, penalties, suits, actions, costs and expenses (including consultants' and attorneys' fees) arising from all contamination of the Property.

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3. Purchaser, collectively, and jointly and severally, for themselves and on behalf of Purchaser, Indemnifying Parties, and all persons claiming by, through or under Purchaser, are released and forever discharged and indemnified Seller Parties from all claims, demands, losses, liabilities, judgments, penalties, suits, actions, costs and expenses whatsoever, that may now exist or hereafter accrue with respect to contamination of the Property existing at the time of transfer of title or occurring after the date of transfer of title, but not, except as hereinafter set forth, Seller's obligation to remediate hydrocarbon contamination of the Property resulting from Seller's use of the Property prior to transfer of title; and further 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 from the environmental condition of the Property, except to enforce the remediation provisions of the Contract.

4. Purchaser hereby grants to Seller, its agents, employees, successors and assigns, the irrevocable right to enter upon the Property, from and after the date of transfer of title, 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 (ii) removing from the Property any property and equipment not sold pursuant to the Contract. Seller shall not be liable for any damages to the Purchaser, direct or indirect, resulting from contamination of the Property existing on the date of transfer of title, or for any interruption or interference with any business or activities being conducted on the Property, or loss of opportunity, or any other loss, damage, costs or expense of any kind whatsoever, caused by or resulting from the condition of the Property or the performance of any activities authorized herein; provided, however, Seller shall use reasonable efforts to minimize such interruption or interference. Purchaser agrees to cooperate fully with Seller in the performance of the activities authorized herein so as to minimize the time and expense to Seller, including the grant of access to on-site utilities (e.g., electricity, sewer, and water), if required for such activities; and further agrees that, during the period of any assessment or remediation activities by Seller (i) no construction or improvements shall be permitted on the Property which would impede or restrict access to monitoring wells, remediation or monitoring equipment, or to the hydrocarbon plume, or which would modify or affect the size, location or nature of the hydrocarbon plume, without the prior written consent of Seller, which consent shall not be unreasonably withheld; and (ii) no gasoline fuel or other motor fuels shall be sold, handled or stored on the Property. Seller shall repair any and all damages to the Property caused by such activities and shall restore the Property to the same condition as before the remediation.

5. Purchaser warrants that no promise or inducement has been offered except as set forth herein; that this Release and Right-of-Entry 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 and accepts full responsibility therefor; that this Release and Right-of-Entry contains the entire agreement between Purchaser and Seller with respect to this matter; and that the terms of this Release and Right-of-Entry are contractual and not merely recital.

THIS RELEASE AND RIGHT-OF-ENTRY, and each of the covenants herein contained shall run with the land and be binding upon the grantees, assigns and their successors in title or interest of Purchaser.

SIGNED AND SEALED this 11th day of August, 19 94.

WITNESS:

AMOCO OIL COMPANY

By T. J. Ciechanowski
T. J. Ciechanowski—Manager, Real Estate Administration

WITNESS:

PURCHASER

Dipak Bhandari
Dipak Bhandari
N.

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Attachment #1

PROPERTY DESCRIPTION:

Lot 5 (except the North 10 feet and also excepting from said Lot 5 that part thereof bounded and described as follows: Beginning at a point of intersection of a line being 10 feet South of and parallel with the North line of Lot 5 [said parallel line being the South line of 159th Street as dedicated per Document Number 12749716] and the West line of Lot 5; thence East along said parallel line a distance of 10 feet to a point; thence Southwesterly along a straight line to a point on the West line of Lot 5 being 10 feet South of the point of beginning, as measured on said West line of Lot 5; thence North on said West line a distance of 10 feet to the point of beginning)
also Lots 6, 7, 8, and 9 in Block 8 in PERCY WILSON'S FIRST ADDITION TO HARVEY HIGHLANDS, being a subdivision of the West half of the North West quarter of Section 21, Township 36 North, Range 14, East of the Third Principal Meridian (except the South 10 acres thereof and except the South 70 feet of the North 103 feet of the South 10 acres of said West half of the West half of the North West quarter of Section 21) according to the plat thereof recorded July 16, 1929 as Document 10429075, in Cook County, Illinois.

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

Be it remembered that on this 11th day of August, 19 94, before me, personally appeared T. J. Ciechanowski who is personally known to me to be the Mgr. R.E. Admin. of Amoco Oil Company, a Maryland corporation, and the same person who executed the foregoing instrument, and they duly acknowledged the execution of the same for and on behalf of and in the act and deed of said corporation.

In witness whereof, I have hereunto set my hand and fixed my seal the day and year above written.

Michael P. Hubbard

My commission expires on _____, 19 _____.



STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

On this 11th day of August, in the year 19 94, before me, a Notary Public in and for said State, personally appeared Dipak Bhayani personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

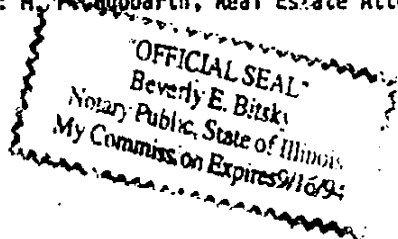
Witness my hand and official seal.

x Dipak Bhayani

My commission expires on _____, 19 _____.

Beverly E. Bitski

This instrument prepared by: M. P. Hubbard, Real Estate Attorney, Amoco Oil Company, 200 East Randolph Drive, Chicago, IL 60601



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Return to
Michael P. Hubbard
Mail Code 1408 B
200 East Randolph
Chicago, IL 60601

BOX 330-071