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COOK COUNTY, ILLINOIS
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Book 10

88 # 18529 - RK #10222

3940 W. Irving Park

Chicago, Illinois



RELEASE AND RIGHT-OF-ENTRY

(Continued Operation)
[Plate 624 (Fee) 1/93]

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, AMOCO OIL COMPANY, a Maryland corporation ("Seller") with offices at 200 E. Randolph Drive, Chicago, Illinois and Seong Gu Cho and Ho Suk Cho, his wife ("Purchaser") whose address is 3940 W. Irving Park, Chicago, IL, entered into a Real Estate Contract dated October 6, 1993 (the "Contract"), covering certain real estate and the improvements thereon described as set forth in Attachment #1 annexed hereto and in part hereof (the "Property");

AND WHEREAS, Seller has agreed to sell and Purchaser has agreed to purchase 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 Amoco, 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, Purchaser intends to continue use of the Property as a retail gasoline facility;

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

1. Purchaser, collectively, and jointly and severally, for themselves and on behalf of their agents, employees, heirs, personal representatives, grantees, successors and assigns, (collectively "Purchaser Indemnifying Parties"), hereby release and forever discharge Seller, its parent, affiliates and each of their respective agents, employees, officers, directors, shareholders, successors and assigns (collectively the "Indemnified Seller Parties") from all claims, demands, damages, losses, liabilities, judgments, penalties, suits, actions, costs and expenses whatsoever, that may now exist or hereafter accrue with respect to contamination or alleged 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 perform assessment and remediation measures regarding 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.

2. For the period of time commencing on the date of transfer of title and ending on the date on which no further remediation activities are required from Seller by the Illinois Environmental Protection Agency (the "Department"), or at such sooner time as (i) 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 (ii) a material spill, leak or other release of hydrocarbons or other contamination occurs following the date of transfer 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 "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

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the prior written consent of Seller. A spill, leak or other release shall not be deemed material for purposes of Subsection (ii) above if it is in a location physically removed from any area in which Seller is engaged in monitoring or remediation and such subsequent spill, leak, or release does not contribute to the quantity of product to which Seller's monitoring or remediation work is directed; provided, however, that remediation of any and all such subsequent releases shall be the responsibility solely of Indemnified Purchaser Parties.

3. 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, including maintaining eligibility for reimbursement under applicable state petroleum remediation or reimbursement programs; (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 tank and line tightness tests, product inventory data, tank gauging data, and tank leak detection 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 to 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, Purchaser Indemnifying Parties agree to indemnify and hold harmless 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 date of transfer of title; provided, however, that from and after the Ending Date, 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 or alleged contamination of the Property.

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 assessment, inspection, monitoring 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 laws or regulations 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 Purchaser 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 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, no construction or improvements shall be constructed or made on the Property which would impede or restrict access to monitoring wells, remediation or monitoring equipment, or to the hydrocarbon plume or would modify or affect the size, location or nature of the plume, without the prior written consent of Seller, which consent shall not be unreasonably withheld.

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 grantee, assigns and other successors in title or interest of the Purchaser.

SIGNED AND SEALED this 18th day of March 19 94

WITNESS:

AMOCO OIL COMPANY

MPK

By

D. W. Johnson

As

Real Estate Manager (WEST)

WITNESS:

PURCHASER

Sung By Cho

Bo Book Cho

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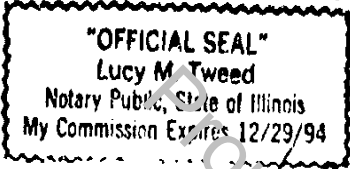
Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Be it remembered that on this 18th day of March, 1994, before me, _____
a Notary Public, personally appeared D. W. Johnson of
Amoco Oil Company, a Maryland corporation, who is personally known to me to be the Real Estate Manager (West) of said
corporation, and the same person who executed the foregoing instrument, and his duly acknowledged the execution of the same for
and on behalf of and as 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.



Lucy M. Tweed
Notary Public

My commission expires on 12/29 1994

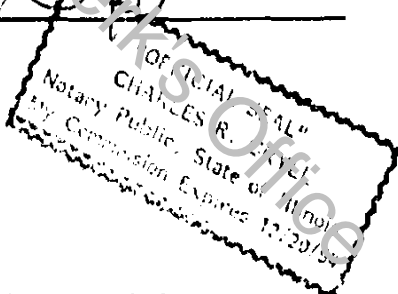
STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 18 day of March, 1994, by Seong Gu Cho
and Ho Sook Cho husband and wife.

Witness my hand and official seal.

[Signature]

My commission expires on _____ 19____.



94254923

This document prepared by:
M. P. Hubbarth
Amoco Oil Company
200 E. Randolph Drive
Mail Code 1408B
Chicago, Illinois 60601

After document is recorded, return to:
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SS #18579

3960 W. Irving Park & Pulaski
Chicago, IL

ATTACHMENT #1

LOTS 13, 14, AND 15 IN BLOCK 2 IN EDWARDS AND DANNA'S
ADDITION TO IRVING PARK, A SUBDIVISION OF THE SOUTH WEST
1/4 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 40
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS,

PIN - 13-14-326-020; 021; 022

3960 W. Irving Park

Chicago, IL

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