

RECORD AND RETURN TO:

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OS-BDA

Mobil Oil Corporation
Trammell Crow Corporate Services
Marketing Real Estate
3225 Gallows Road
Fairfax, VA 22037
Attn: E.O. Genschow

Handwritten: LTC 96-00578 A85
Handwritten: TO TIAW

AGREEMENT FOR ACCESS TO PREMISES
AFTER TRANSFER OF TITLE

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P 26
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This AGREEMENT is made and entered into this 16 day of April 199 6 by and between Mobil Oil Corporation, a New York corporation, having an office at 3225 Gallows Road, Fairfax, Virginia 22307-0001 ("Seller") and Rajinder Pathria ("Purchaser"), whose address is 16051 Willow Terrace Dr., Apartment 1610, Orland Hills, IL

RECITALS

(1) Purchaser and Seller entered into a contract dated April 16 199 6, for the purchase and sale of real property (the "Premises") located at 18595 Torrence Ave. in Lansing County of Cook State of Illinois and more particularly described in the attached Schedule A.

(2) Purchaser acknowledges that the Premises either have been subject to hydrocarbon contamination and Seller is or will be engaged in activities to clean-up or remediate such contamination or that Seller may enter the premises to install certain environmental improvements; and \$26.00
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#5607 + JW *-96-794757
COOK COUNTY RECORDER

(3) Purchaser and Seller mutually desire for Seller to install the improvements, if any, or to continue such clean-up activities after Seller's transfer of title to the Premises to Purchaser until (a) such time as the federal, state or local governmental authority (the "authority") exercising jurisdiction advises the parties to this contract and/or their successors in interest, in writing, that the clean-up activities may cease, or (b) such time as Seller reasonably determines that the premises satisfies the requirements of the authority exercising jurisdiction.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) tendered by Seller to Purchaser and in consideration of Seller's undertakings, the receipt and sufficiency of which is acknowledged by the parties, Purchaser and Seller agree as follows:

LAWYERS TITLE INSURANCE CORPORATION
TERMS

1.(a) Purchaser hereby grants Seller and its consultants or contractors access to the Premises to undertake and complete such environmental, remedial or removal actions, investigations, sampling, testing or monitoring (collectively referred to as "clean-up") as Seller deems necessary or appropriate. Seller or its consultants or contractors may install, inspect, maintain and operate such equipment and conduct such investigation, sampling, drilling, monitoring and other activities as it deems necessary or appropriate to accomplish the clean-up.

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(b) Purchaser shall grant Seller access to the Premises until (a) such time as the governmental authority exercising jurisdiction advises the parties to this contract and/or their successors in interest, in writing, that the clean-up activities may cease; or (b) such time as Seller reasonably determines that the premises satisfies the requirements of the authority exercising jurisdiction; or (c) Seller has installed the improvements.

(c) Seller shall clean-up the Premises to the satisfaction of the governmental authority exercising jurisdiction over the matter or until Seller reasonably determines that the premises satisfies the requirements of the authority exercising jurisdiction. Seller reserves the right, in its own or Purchaser's name, if necessary, to challenge as unreasonable, arbitrary or otherwise not in accordance with law, any plan or remediation proposed by any such authority and/or any refusal by such authority to provide Seller or Purchaser with proof of satisfactory remediation by Seller.

2.(a) In the event that Purchaser or any third party plans any construction on the Premises during or after completion of the clean-up, Purchaser shall review such plans with Seller in order to accommodate and facilitate clean-up to the maximum extent practicable.

(b) Purchaser shall use its best efforts to minimize disturbing or moving any existing remediation/monitoring systems and shall assume all costs and expenses of relocation of any equipment installed by Seller on the Premises in connection with clean-up and monitoring activities in order to accommodate any construction plans.

(c) Purchaser shall be responsible for all expenses related to the removal of contaminated soil and/or water due to Purchaser's construction plans or due to connection of the Stage II vapor recovery equipment; provided, however, that Seller will reimburse Purchaser for such costs of soil or water removal if related to installation of improvements agreed to by Seller and Purchaser prior to closing and if related to motor fuels sales.

(d) If contamination occurs after transfer of title in an area (whether from on or off-site) of the Premises identified in the Assessment Report as having contamination prior to transfer of title, the Purchaser agrees to promptly notify Seller and to promptly minimize the effects of such new contamination. If Seller reasonably determines that the new contamination increases the cost of Seller's remediation work, Purchaser agrees to hire, at Purchaser's sole expense, a consultant mutually acceptable to both parties to assess the effect of the new contamination on the environmental condition of the Premises. This assessment shall include a review of remediation work that had been done to date and the remaining cost to complete the remediation absent the new contamination. In addition, the consultant will estimate the cost of the work that will be required due to the new occurrence of contamination. Purchaser agrees to pay to Seller that fraction of cost of all further remediation work performed by Seller at the Premises, determined by the following formula: One minus the sum of (estimated cost to complete remediation prior to new contamination divided by estimated cost to complete remediation after the new contamination.)

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Purchaser will promptly pay its share of costs to Seller as remediation work is performed and invoices for such work with all proper documentation are presented to Purchaser.

(e) Purchaser hereby releases and discharges Seller from any liability for damages, claims, causes of action, losses, costs, expenses, lost profits, goodwill, and/or inconvenience related to Seller's clean-up activities or to Seller's access to and use of the Premises for clean-up and installation of equipment.

3. Purchaser also acknowledges that Seller's clean-up activities relate only to contamination existing prior to the date of the transfer of title between Seller and Purchaser covering the Premises. Purchaser shall be liable for all clean-up of contamination occurring after transfer of title. Purchaser shall become liable for all remediation and/or monitoring activities with respect to contamination before or after title transfers in the event Seller loses its eligibility for reimbursement under a federal, state or local fund due to Purchaser's negligent acts or omissions.

4. The provisions contained in this agreement are binding upon heirs, representatives, successors and assigns of the parties. In the event that the parties execute this Agreement prior to closing, the provisions of this Agreement shall survive such closing.

Purchaser and Seller, by their execution below, indicate their consent to the terms of this Agreement.

WITNESS

Aminda Barlow L. BARLOW

C. A. Westhoven C. WESTHOVEN

MOBIL OIL CORPORATION

By: [Signature]
N. J. BOUILL
Title: SR. ASST. TREASURER

Date: APR 2 1996

WITNESS

[Signature]

PURCHASER(S)

Rajinder Pathria
Rajinder Pathria

Date: April 16, 1996

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COMMONWEALTH OF VIRGINIA)

SS.:

COUNTY OF FAIRFAX)

On this 25th day of SEPTEMBER, 1996, before me personally came W.J. BOGATY to me known, who being duly sworn, did depose and say that he resides in FAIRFAX, VA that he is the CR. ASST. TREASURER of Mobil Oil Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereby by like order.

Patrick J. Dexter
Notary Public

PATRICK J. DEXTER
Commission Expires June 30, 1997
Notary Public, Commonwealth of Virginia

My commission expires on _____

STATE OF Illinois)

SS.:

COUNTY OF Cook)

On this 16 day of April, 1996, before me personally came Rajinder Pathria to me known, and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Nina C. Tetter
Notary Public

OFFICIAL SEAL
NINA C TETTER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 4, 1998

My commission expires on 6-4-98

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SCHEDULE A

LEGAL DESCRIPTION:

Lot 89, Lot 90, and Lot 91 (except that part thereof taken for Highway purposes as shown in Document 3082508) in Lansing Torrence Manor Resubdivision, being a Subdivision in the Southwest 1/4 of Section 31, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded December 26, 1957 as Document Number 17096913, in Book 505 of Plats, Page 40.

30-31-318-045

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2014-06-03

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