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OFFICIAL BUSINESS OF THE VILLAGE OF WESTCHESTER.

ANDERSON, McDONNELL, MILLER & TABIS

By E.F. McConna

AGREEMENT

87499543

AGREEMENT dated the _____ day of _____ 1987,

by and between the VILLAGE OF WESTCHESTER, a municipal corporation of Illinois (hereinafter called "VILLAGE"), and LYONS FEDERAL TRUST & SAVINGS BANK as Trustee under Trust No. 528, dated November 1, 1985 (Gus Damis, sole beneficiary) (hereinafter called the "TRUST") and GUS DAMIS, of 2942 Kensington Avenue, Westchester, Illinois 60153, d/b/a EASTBROOK SHOPPING PLAZA, his heirs, legal representatives and assigns (hereinafter called "DAMIS"):

WHEREAS, the TRUST is the owner of a parcel of real estate on the southeast corner of 22nd Street and Wolf Road in the Village of Hillside, Cook County, Illinois, described as follows:

That part of the West Half of the Northwest Quarter of the Northwest Quarter of Section 29, Township 39 North, Range 12, East of the Third Principal Meridian, lying north of a line that is 850.00 feet north of (as measured along the west line thereof) the southeast corner of the West Half of the Northwest Quarter of the Northwest Quarter of said Section 29 and perpendicular to said west line and lying west of a line that is 95.45 feet east of and parallel with the west line extended northerly of cemetery property as recorded October 27, 1934 as Document Number 11488910 excepting therefrom that part falling within cemetery property as recorded October 27, 1934 as Document Number 11488910 and excepting that part dedicated for Cermak Road, in Cook County, Illinois;

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and

WHEREAS, DAMIS intends to build a shopping center on said property, to be known as EASTBROOK SHOPPING PLAZA; and

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WHEREAS, DAMIS has requested that he be allowed to connect to the VILLAGE's sanitary sewer and that the VILLAGE provide him with water;

NOW, THEREFORE, IT IS AGREED by and between the parties. hereto that:

1. The VILLAGE will provide water service to DAMIS and allow DAMIS to connect to the VILLAGE's sanitary sewer system.

2. Each store or rental unit will be provided with a separate water meter, ^{INSTALLED BY THE VILLAGE} at DAMIS' expense. Water delivered by the VILLAGE to the EASTBROOK SHOPPING PLAZA will be billed quarterly to each tenant and shall be due and payable by each tenant within ten (10) days of billing. A sewer charge for each tenant will also be billed quarterly and shall be due and payable by each tenant within ten (10) days of billing. If any tenant is delinquent in paying either the water or sewer bill within the time specified, the VILLAGE will have authority to enter the premises for the purpose of shutting off the water of the delinquent tenant without notice to either DAMIS or the delinquent tenant. Also, DAMIS personally guarantees to pay any delinquent water or sewer bills, including penalties, if any, which may be incurred.

3. The fees to be charged are as follows:

(a) The VILLAGE shall have the authority to enter the premises for the purpose of reading and maintaining the meters to be installed by ^{THE VILLAGE} DAMIS, and a quarterly statement shall be sent ^{K102431} to each tenant at the tenant's address. The billing shall

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be at the rate provided for Class 2 "Commercial Users" as set forth in Section 2.60.140(d)(1) of the Westchester Municipal Code, as amended from time to time, but not less than \$2.70 per thousand gallons and shall be due and payable by the tenant within ten (10) days after billing.

- (b) The VILLAGE will bill the tenant a sewer fee equal to the water charge which will be billed quarterly to the tenant and due and payable by the tenant within ten (10) days after billing.
- (c) DAMIS will pay a water tap-in fee in the amount of \$5,000.00 and a sewer tap-in fee in the amount of \$5,000.00. Both the water tap-in fee and the sewer tap-in fee shall be due and payable upon the execution of this agreement by the VILLAGE.
- (d) DAMIS will pay the VILLAGE for all legal and engineering expenses incurred in connection with the preparation and execution of this agreement, said fees to be paid within ten (10) days after billing.
- (e) DAMIS agrees to pay the recapture fee to PODCOR CONSTRUCTION COMPANY which shall be due and payable within thirty (30) days after receipt of building permit from the Village of Hillside.

4. The rights created by accepting the provisions hereof shall accrue to any firm, person or corporation acquiring title to the premises covered hereby, provided an agreement accepting the provisions of this agreement is executed.

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5. DAMIS will hold the VILLAGE harmless from and against any and all claims occasioned by action or failure of action of the VILLAGE OF WESTCHESTER to supply any of the goods or services provided for hereunder.

6. This agreement shall be recorded in order to give notice to future title holders.

7. Any term or condition of this agreement may be deleted, altered or amended only by written instrument, duly executed by the parties hereto.

8. This agreement shall be in full force and effect from and after the date hereof.

VILLAGE OF WESTCHESTER

By *John J. Sinda*
John J. Sinda, President

ATTEST:

Maureen H. Masterson-Pulia
Maureen H. Masterson-Pulia, Village Clerk

(S E A L)

LYONS TRUST & SAVINGS BANK as
Trustee under Trust No. 528 dated
November 1, 1985 (Gus Damis, sole
beneficiary)

By *William P. Walsh*
William P. Walsh, Vice President

ATTEST:

Robert McBarth
Secretary asst. Trust Office

RATIFIED, CONFIRMED AND APPROVED:

Gus Damis
GUS DAMIS d/b/a EASTBROOK SHOPPING
PLAZA

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Property of Cook County Clerk's Office

NO CHARGES

DEPT-09 HISC \$1.60
THRU TRN 1617 09/11/87 10:00:00
6222 # 2 * 87-499543
COOK COUNTY RECORDER