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169,090 square feet area owned.

square feet parcel being used by it, instead of the entire

sanitary sewer connection fees on the basis of the 70,200

that the Village of Crestwood compute the current water and

4. Accordingly, Cardinal Service, Inc., has requested

feet along the north boundary line.

being an area 180 feet along the west boundary line by 390

70,200 square feet of the subject parcel as a cur terminal,

3. Cardinal Service, Inc., is presently only using

Thousand Ninety (169,090) square feet.

2. The subject property is the Hundred Sixty-Nine

The West 8.11 Acres of the North 17.235 Acres of the West 1/2 of the North West 1/4 of Section 33, Township 37 North, Range 13, East of the Third Principal Meridian, also known as Lot 2 in Circuit Court Partition of the West 1/2 of the North West 1/4 of Section 33, Township 37 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois. P.I.N. #24-32-301-002

The East 300 feet of the following described property:

5545 West 127th Street, Crestwood, legally described as:

1. It is the owner of the property commonly known as

and stipulates as follows:

CARDINAL SERVICE, INC., an Indiana Corporation, agrees

TO: Mayor and Board of Trustees
Village of Crestwood
13840 South Cicero Avenue
Crestwood, Illinois 60445

AGREEMENT

Nancy C. Venegas Village Clerk

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In the County of Cook, Illinois, I, the undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Court.

Witness my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

Notary Public

Witness

Witness

Property of Cook County Clerk's Office

FILED

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demand by the Village, as provided in paragraph "6" above. Village the further sum of \$4,449.60, within five days after

as recited in paragraph "4", above, agrees to pay to the in the amounts as stated in paragraph "5", and as computed Village's acceptance of the present permit connection fees Cardinal Service, Inc., in consideration of the

7. previously paid) of \$2,224.80. amount (being in addition to the \$1,755.00 For sanitary sewer connection fees, an additional previously paid) of \$2,224.80; and amount (being in addition to the \$1,755.00 For water permit connection fees, an additional

amounts: and/or assigned by Cardinal Service, Inc., in the following used, developed, improved, transferred, sold, conveyed, (being the 169,090 square feet less 70,200 square feet) is remaining 98,890 square feet of the property described Service, Inc., to the Village, when any part of the the Village of Crestwood and shall be paid by Cardinal 6. Additional permit connection fees shall be due to

For sanitary sewer, \$1,755.00. previously paid); and For water, \$1,505.00 (being \$1,755.00 less \$250

connection fees due are: 5. On the basis of 70,200 square feet, permit

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8. Cardinal Service, Inc., further agrees to, and does hereby, hold harmless the Village of Crestwood, an Illinois Municipal Corporation, its officials, agents, and employees, from any expense or cost of any type whatsoever, including legal fees and costs incurred by the Village of Crestwood or its officials, agents, or employees (one) by reason of the issuance of the initial permits for the connections recited based upon 70,200 square feet; (two) by reason of the failure of Cardinal Service, Inc., to pay the balance of \$4,449.60 permit connection fees due; and (three) by reason of any legal, or other action, required by Crestwood to enforce the obligations of Cardinal Service, Inc., pursuant to this Agreement.

In the event any court action is commenced by or against the Village of Crestwood, or any of its officers, agents, or employees, this Agreement may be pleaded by the Village, or by any of its officers, agents, or employees, in said court action; and Cardinal Service, Inc., hereby consents to be joined in any court action whether by virtue of (1) a third party complaint to be filed by the Village or any of its officers, agents, or employees; or (2) any other legal action, - to enforce the indemnity provisions of this Agreement.

9. This Agreement shall be binding upon the successors and assigns of Cardinal Service, Inc.

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10. This Agreement, executed at Crestwood, Illinois, shall be interpreted pursuant to the laws of Illinois.

Executed at Crestwood, Illinois, this 15th day of December, 1988.

Cardinal Service, Inc.,
an Indiana Corporation

By: 

John J. Shoup, President

Attest: Margaret Shoup

Margaret Shoup, Corporate Secretary

Executed pursuant to authority granted by the Board of Directors of Cardinal Service, Inc., by Resolution dated December 14, 1988.

Address for Notices: 5545 West 127th Street
Crestwood, Illinois 60445

Accepted by the Village of Crestwood this 15th day of December 1988

By: 

Chester Stranczek, Mayor

Attest: Nancy C. Penegas

Nancy C. Penegas, Village Clerk

Pursuant to authority granted by the Board of Trustees of the Village of Crestwood on December 15, 1988.

Address for Notices: 13840 S. Cicero Avenue
Crestwood, Illinois 60445

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15747 13 89-109108
COOK COUNTY RECORDER

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INVESTIGATION REPORT

CHARGE: [Illegible]

DATE: [Illegible]

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