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CONTRACT FOR LIGHTING MAINTENANCE AND ENERGY LIGHTING SERVICES BETWEEN THE VILLAGE OF HARWOOD HEIGHTS, ROBERT SPIRCOFF AND PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER THE TERMS OF A CERTAIN AGREEMENT DATED MARCH 1, 1973 AND KNOWN AS TRUST NUMBER 2114
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RECEIVED
MAY 24 1994
TRUST DEPT.

THIS AGREEMENT is made and entered into this, the 23 day of May, 1994, by and between the VILLAGE OF HARWOOD HEIGHTS, ILLINOIS, ("the VILLAGE"), PARKWAY BANK AND TRUST COMPANY, as Trustee under the terms of a certain agreement dated March 1, 1973 and known as Trust Number 2114, and MR. ROBERT SPIRCOFF. (PARKWAY BANK AND TRUST COMPANY as Trustee and MR. ROBERT SPIRCOFF are hereinafter collectively referred to as "SPIRCOFF"), regarding the terms of reimbursement for expenses incurred by the VILLAGE related to lighting maintenance and energy lighting by permit for ornamental lighting in the parkways or otherwise located on VILLAGE property at 5100 - 44 North Harlem Avenue:

WHEREAS, SPIRCOFF owns certain commercial property, ("SPIRCOFF's Property"), within the corporate boundaries of the VILLAGE, which is commonly known as 5100 - 5144 North Harlem Avenue, and which is legally described as follows:

LOTS 181 TO 185 BOTH INCLUSIVE AND THE SOUTH 8.15 FEET OF LOT 186 AND ALL OF THE EAST HALF OF THE VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOTS 181 TO 185 BOTH INCLUSIVE AND THE SOUTH 8.15 FEET OF LOT 186 IN VOLK BROTHER'S FIRST ADDITION TO GREATER HARLEM AVENUE SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

- PINS: 12-12-406-045-0000, 12-12-406-038-0000, 12-12-406-037-0000,
- 12-12-406-036-0000, 12-12-406-035-0000, 12-12-406-034-0000,
- 12-12-406-033-0000, 12-12-406-032-0000, 12-12-406-031-0000,
- 12-12-406-030-0000, 12-12-406-029-0000, 12-12-406-028-0000.

DEPT-01 RECORDING 07/15/94 11:55:00
COOK COUNTY RECORDER
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WHEREAS, SPIRCOFF has proposed to install certain ornamental lighting in the VILLAGE's parkway or otherwise upon the VILLAGE's property adjacent to or otherwise adjoining SPIRCOFF's property; and

WHEREAS, SPIRCOFF has requested to install said lighting as a public improvement to enhance the appearance of SPIRCOFF's property; and

WHEREAS, SPIRCOFF has requested the VILLAGE to represent and warrant to the Illinois Department of Transportation that the VILLAGE will maintain and pay energy charges for the ornamental lighting that SPIRCOFF is installing on the VILLAGE's property for SPIRCOFF's benefit; and

WHEREAS, the VILLAGE would not be installing such lighting on its property if said public improvement were not being undertaken by SPIRCOFF; and

WHEREAS, the VILLAGE is willing to allow SPIRCOFF to undertake the installation of ornamental lighting on the VILLAGE's property upon the condition that such lighting and energy costs related thereto will be paid for and maintained by SPIRCOFF.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- (1) The VILLAGE will represent and warrant to the Illinois Department of Transportation that the VILLAGE will maintain or cause to be maintained, and pay the energy charges, or cause payment of such charges.
- (2) The VILLAGE will pay the energy charges for the ornamental lighting on the parkway, provided that SPIRCOFF will reimburse the VILLAGE for the amount of the energy charges expended for the ornamental lighting plus a surcharge in the amount of ten percent (10%) of the energy charges, within thirty (30) days of the issuance of an invoice by the VILLAGE to SPIRCOFF.

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- (3) In the event that SPIRCOFF fails to reimburse the VILLAGE within thirty (30) days, the VILLAGE may, at its option, allow SPIRCOFF additional time to make the payment, may remove the ornamental lighting from the parkway, or may commence appropriate legal action to compel SPIRCOFF to compel payment pursuant to this Agreement or to compel SPIRCOFF to remove the lighting from the parkways and restore the parkways to their original condition.
- (4) SPIRCOFF shall maintain the ornamental lighting in working order. In the event that SPIRCOFF fails to maintain the lighting, the VILLAGE may, at its option, allow SPIRCOFF additional time to complete the necessary repairs or maintenance, may remove the ornamental lighting from the parkway, or may commence appropriate legal action to compel SPIRCOFF to maintain or repair the lighting or to compel SPIRCOFF remove the lighting from the parkways and restore the parkways to their original condition.
- (5) SPIRCOFF shall deposit and maintain the sum of \$100.00 with the VILLAGE to guarantee SPIRCOFF's compliance under this Agreement. In the event that SPIRCOFF fails to make appropriate repairs or to pay the energy costs and surcharge to the VILLAGE pursuant to this Agreement, the VILLAGE may apply the \$100.00, or any portion thereof, towards any repairs of the lighting undertaken by the VILLAGE, or towards the payment of the energy costs and surcharge balance due, in addition to pursuing any other remedy the VILLAGE may have in equity or by law. In the event that the VILLAGE applies the \$100.00 or any portion thereof towards same, SPIRCOFF shall deposit with the VILLAGE any sum necessary to maintain a \$100.00 balance with the VILLAGE within ten (10) days of the VILLAGE's request for same.
- (6) The parties will record this Contract as a covenant on SPIRCOFF's adjoining property, which is described above. Said covenant and contract shall run with SPIRCOFF's property and shall be binding on subsequent property owners.
- (7) In the event that the VILLAGE shall incur any attorneys' fees for the enforcement of this Agreement, or by virtue of this Agreement, SPIRCOFF shall pay any and all attorneys' fees and court costs in relation thereto.
- (8) SPIRCOFF, individually and doing business as SPIRCOFF BUILDERS, will protect, defend, hold harmless and indemnify the VILLAGE, its officers, agents, servants, and employees from and against any and all claims, actions, liabilities, losses and expenses, including court costs and attorneys' fees, relating to any and all losses and/or damages, including injury to or death of persons, and/or damage to property allegedly or actually arising out of, or incidental to, SPIRCOFF's installation of said lighting and/or any other

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IN SENATE
JANUARY 11, 1900
REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 1, 1899

THE LAND OFFICE HAS THE HONOR TO ACKNOWLEDGE THE RECEIPT OF THE REPORT OF THE COMMISSIONERS OF THE LAND OFFICE IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE MAY 1, 1899.

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alteration or change to the VILLAGE's parkway performed in accordance with the terms of this contract, or alleged to arise out of the above, or arising out of, or alleged to arise out of, the non-performance of the above, in connection with any aspect of the alteration of the parkway by SPIRCOFF.

(9) The obligations of the VILLAGE under this contract are conditioned upon SPIRCOFF's performance as required under this contract.

(10) SPIRCOFF acknowledges that he has read the terms of this contract, understands the same, and agrees that both SPIRCOFF, individually, and SPIRCOFF BUILDERS will be bound by all of the terms and conditions herein. SPIRCOFF understands each and every condition of this contract and represents that he was under no duress or compulsion to sign this contract.

EXECUTED this 11/27 day of April, 1994.

THE VILLAGE OF HARWOOD HEIGHTS

By:

Ray Willas
Ray Willas, Village President

WITNESSETH:

Eugene Brutto
Eugene Brutto, Village Clerk

ROBERT SPIRCOFF

By:

Robert Spircoff
Robert Spircoff

PARKWAY BANK AND TRUST COMPANY

By:

Diane Y. Peszynski Vice President Trust Officer
As Trustee under the terms of a certain Agreement dated March 1, 1973, and known as Trust Number 2114 and not individually

This Agreement is signed by Parkway Bank & Trust Co., not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 2114. Said Trust Agreement is hereby made a part hereof and any debts or claims which may be due from the estate of said Trustee shall be payable out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Agreement or for the validity or condition of the title to any property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank and Trust Co. is hereby expressly waived by the parties herein and their respective successors and assigns.

THE SIGNATURE OF PARKWAY BANK & TRUST COMPANY IS SOLELY UPON INFORMATION RECEIVED BY THE CLERK OR BENEFICIARIES OF THE TRUST. THE UNDERSIGNED HAS NO PERSONAL KNOWLEDGE OF ANY OF THE FACTS OR STATEMENTS HEREIN CONTAINED.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20__.

Clerk of the Court

Notary Public

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APPROVED AND FORWARDED:

Clerk of the Court

RECORDED
INDEXED

COOK COUNTY CLERK'S OFFICE