

**AGREEMENT FOR SHARING OF COSTS FOR IMPROVEMENTS
TO CITY OF LE ROY WATER DISTRIBUTION SYSTEM AND FOR
SHARING OF COSTS TO CITY OF LE ROY SEWAGE COLLECTION
SYSTEM, AND FOR REIMBURSEMENT OF CERTAIN COSTS, ALL
AS PROVIDED IN ORDINANCE⁷⁵⁴ OF THE CITY OF LE ROY,
MC LEAN COUNTY, ILLINOIS**

The City of LeRoy, McLean County, Illinois, hereinafter referred to as "CITY", and John Schraufnagel and Chrislynn Schraufnagel, husband and wife, hereinafter referred to as "SCHRAUFNAGEL," enter into this agreement this 20th day of October, 1997, said agreement being set forth hereafter:

Recitals

- A. The CITY passed and approved Ordinance 754, on October 20, 1997.
- B. By the terms of the aforesaid Ordinance 754, the CITY intended to provide for the sharing of costs between CITY and SCHRAUFNAGEL for the extension and improvement to the City water distribution system and the City sewage collection system enabling said system to be extended in order to provide water and sewage services to the premises located on Lots ~~X~~ 5, 6 and 7, all in Block 73, in Conkling's Addition to the City of LeRoy, McLean County, Illinois.
- C. In accordance with the aforesaid Ordinance, it is the intention of the parties hereto to be bound by the terms of said Ordinance and this Agreement.

Covenants

1. The foregoing Recitals are made a part of these Covenants. To the best of the knowledge of each of the parties hereto, the foregoing Covenants are correct.
2. The undersigned hereby each agree to be bound by the provisions as set forth in Ordinance 754 of the CITY, the same as if such provisions, being specifically those provisions set forth in Sections 1 thru 5, all of said Ordinance, were set forth at this point of this instrument verbatim.
3. SCHRAUFNAGEL agree that should they ever sell the property within the time period of twenty (20) years from the date of passage of the aforesaid Ordinance that they shall either assign, by a proper written instrument, a copy of which shall be delivered to CITY and its receipt obtained for the delivery of said documents, all their right title and interest in and to this Agreement to their successors in interest or they shall keep CITY advised from time to time of any

change of address during said twenty (20) year period. Further, the parties hereto agree that the payments that may be due SCHRAUFNAGEL from time to time, shall be considered owned in joint tenancy by SCHRAUFNAGEL. Further, should either John Schraufnagel or Chrislynn Schraufnagel die before the end of the twenty (20) years, as aforesaid, or should either of them become adjudicated a disabled adult or incompetent person, or should their marriage be dissolved before the end of the aforesaid twenty (20) years, CITY shall be under no obligation to divide the payments to SCHRAUFNAGEL in any amount whatsoever, unless CITY has been directed by a proper written instrument signed by both John Schraufnagel and Chrislynn Schraufnagel, or their respective executor, administrator, heirs, legal guardian, or other proper representative, directing CITY as to the proper division and disposition of any payment then due SCHRAUFNAGEL.

4. Should either CITY or SCHRAUFNAGEL be required to incur attorney's fees, costs, and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Agreement, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs and expenses (including expenses of litigation) incurred by such party.

5. This Agreement represents the entire arrangement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of this Agreement merge with and are superseded by this Agreement.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to several counterparts of this Agreement, of equal effect.

CITY OF LE ROY

By: Robert Rice
Robert Rice, Mayor

John Schraufnagel
John Schraufnagel
Chrislynn Schraufnagel
Chrislynn Schraufnagel