

AGREEMENT

This Agreement (the “Agreement”) is made and entered into effective as of _____, 2022, by and among the City of Washington, Illinois, an Illinois home-rule municipal corporation (the “City”) and Beck Oil Company of Illinois, an Illinois corporation (“Beck’s”). The City and Beck’s are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, Beck’s operates a fuel center and convenience store at 1301 Washington Road, Washington, Illinois 61571 (the “Premises”);

WHEREAS, Beck’s is constructing a car wash on the Premises;

WHEREAS, Beck’s is evaluating its options for connecting to a water supply utility in order to operate the car wash;

WHEREAS, the Premises is located in Illinois American Water Company’s water service territory; however, Beck’s wishes to connect to the water utility operated by the City for its car wash using a three inch (3”) water meter connection;

WHEREAS, the City wishes to provide water service to Beck’s car wash; and

WHEREAS, the Parties desire to enter into this Agreement in order for the City to provide water service to Beck’s car wash on the terms and agreements set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Agreement. The City agrees to provide water service to Beck's for its car wash and Beck's agrees to purchase water from the City, subject to all the terms and conditions of this Agreement.

2. Flat Rate for Water Service. The rate for water service provided to Beck's car wash pursuant to this Agreement shall be in accordance with the City's Municipal Code (the "Code").

3. City's Obligations. Subject to Section 6 herein, the City shall, at its expense, construct the infrastructure improvements to allow Beck's to connect to the City's water system for its car wash ("Infrastructure Improvements")

4. Beck's Obligations. In order to connect to the City's water service, Beck's is responsible for a three-inch (3") Water Service Connection Fee (the "Fee") of \$10,343.75. The Fee shall be paid within thirty (30) business days after the execution of this Agreement. Beck's is also responsible for payment of the three-inch (3") water meter in the amount of \$1,914.00, which includes flange accessory kits (the "Meter Fee"). The Fee and Meter Fee provided for in this Section are solely Beck's obligations.

5. Mutual Obligations. The City and Beck's hereby agree to work amicably together to establish water service to Beck's car wash (subject to the obligations contained herein) in accordance with the Code, Illinois law, and any other regulations/laws applicable to the establishment of water service.

6. Length of Water Service. Beck's agrees to use the City's water service for its car wash for at least one (1) year from the date Beck's first opens its car wash to the general public . If Beck's terminates the City's water service before the aforementioned one (1) year period has elapsed, Beck's shall pay the City an amount equal to the cost incurred by the City to construct the Infrastructure Improvements, multiplied by a fraction, the numerator of which is 365 minus the

number of calendar days that elapsed since the car wash opened to the general public and the denominator is 365.

7. Integrated Agreement. This Agreement constitutes the entire agreement between the City and Beck's relating to the connection of water service to Beck's car wash on the Premises, and there are no agreements, understandings, restrictions, warranties or representations between the City and Beck's other than those set forth in this Agreement.

8. Choice of Law. It is the intention of the City and Beck's that the laws of Illinois shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of the City and Beck's.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

10. Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions of this Agreement shall not be affected thereby.

11. Binding Effect. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the Parties to this Agreement.

12. Amendment and Waiver. This Agreement may be amended at any time in any respect only by an instrument in writing executed by the City and Beck's. Either party may waive any requirement to be performed by the other under this Agreement, provided that said waiver shall be in writing and executed by the party waiving the requirement.

13. Default/Breach. If either party defaults and/or breaches this Agreement, the non-breaching party shall be entitled to all remedies under Illinois law at the time of the breach,

including, without limitation, termination of this Agreement; specific performance; and the right to recover as an element of its damages, reasonable attorney's fees and court costs and all other damages that the non-breaching party shall suffer as a result of a breach or default under this Agreement.

14. Captions and Headings. The captions and section headings used in this Agreement are for convenience or reference only and shall not affect the construction or interpretation of this Agreement or any of the provisions hereof.

15. Delivery by Facsimile or PDF. This Agreement, and each other agreement or instrument entered into in connection with this Agreement, to the extent signed and delivered by means of emailed PDF, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding, legal effect as if it were the original signed version thereof delivered in person. No party to this Agreement or to any such agreement or instrument shall raise the use of email to deliver a signature or the fact that any signature or agreement or instrument was transmitted through the use of email as a defense to the formation or enforceability of the agreement and each such party forever waives any such defense.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE OF AGREEMENT]

The parties hereto have executed this Agreement effective as of the day first above written.

**CITY OF WASHINGTON, an Illinois
home-rule municipal corporation**

By: _____
Gary W. Manier

Its: Mayor

ATTEST:

By: _____
Valeri L. Brod

Its: City Clerk

**BECK OIL COMPANY
OF ILLINOIS, an Illinois
corporation**

By: _____
Bill Smith

Its: President

By: _____
Patrick Berry

Its: Secretary