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2003-02-13 10:24:34

Cook County Recorder 50.50

Prepared by and after Recording Return to:

Sheryl Thomas, Esq.
Shesky & Froelich Ltd.
444 North Michigan Avenue
Suite 2500
Chicago, Illinois 60611



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LICENSE AGREEMENT

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of this 6 day of December, 2002, by and between The North Shore Mosquito Abatement District, an Illinois municipal corporation ("Licensor") and North Shore Senior Center, an Illinois not-for-profit corporation ("Licensee").

The following recitals of fact are a material part of this Agreement.

A. Licensee is the owner of that certain parcel of land commonly known as 1775-79 Winnetka Avenue, Northfield, Cook County, Illinois, as legally described in Exhibit A, attached hereto and made a part hereof ("NSSC Parcel").

B. Licensor is the owner of the parcel contiguous to the NSSC Parcel to the west, as legally described in Exhibit B, attached hereto and made a part hereof ("District Parcel").

C. Licensee desires to utilize a portion of the District Parcel for the sole purpose of pedestrian and vehicular ingress and egress to the NSSC Parcel.

D. Licensor wishes to grant, and Licensee wishes to receive, a exclusive license to utilize a certain portion of the District Parcel to provide such access, as depicted on Exhibit C attached hereto and made a part hereof (the "License Area"), all as more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee and its tenants, employees, agents, invitees, licensees and assignees, at no cost, an exclusive license to utilize the License Area for the sole purpose of pedestrian and vehicular ingress and egress to the NSSC Parcel and for no other purpose.

2. **Term of License.** The license granted hereunder shall commence on the date hereof and shall terminate upon thirty (30) days prior written notice from Licensor.

3. **License Only.** This Agreement creates a license only, and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the License Area by virtue of this license or Licensee's use of the Premises pursuant hereto, and any use by the Licensee prior hereto.

4. **Prohibition of Improvements in License Area.** The License Area shall be used for ingress and egress of pedestrians and vehicles only. In no event shall any buildings, barriers, fences, barricades or improvements of any kind be constructed in the License Area that would interfere with traffic. Changes to the License Area shall be made only by the mutual consent of the parties hereto in writing and not otherwise. The parties acknowledge that a portion of the License Area currently contains a guard rail which runs perpendicular along the east side of the District Parcel.

5. **Return of the License Area.** At the termination of Licensee's license, Licensee shall clean, repair and restore the License Area to the same condition as it was at the time of the execution of this Agreement, provided such repair and restoration is needed due to Licensee's use of the License Area or as a result of its breach of this Agreement. Licensee agrees that upon termination of this license, and upon written notification by Licensor to Licensee, Licensee will remove the guard rail that currently exists in the License Area at Licensee's sole cost and expense.

6. **Maintenance of License Area.** During the term of the license, Licensee shall maintain the License Area in good condition and repair (including, without limitation, removal of snow and ice therefrom) at its sole cost and expense. Licensee shall have sole responsibility for the condition and use of the License Area and compliance with all applicable laws, statutes, ordinances, codes, rules, resolutions, orders and decrees.

7. **Indemnity.** Licensee for and on behalf of itself and all employees, agents, grantees and invitees assumes sole and entire responsibility of any and all loss of life, injury to persons or damage to property that may be sustained directly or indirectly due to the activities, operations or use of the License Area by Licensee, its employees, agents, grantees and invitees and all of their officers, directors, employees, representatives and agents. Further, Licensee, for itself, its employees, agents, grantees and invitees and for those claiming by, through or under any of them, hereby releases Licensor from any and all claims or demands for loss, liability, expense, cost or damage (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Licensor in connection therewith, that may arise from operations on, or the use of, the License Area by Licensee, its employees, agents, grantees and invitees and all of their officers, directors, employees, representatives and agents. Licensee hereby agrees to indemnify, defend and hold harmless Licensor from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including without limitation, reasonable attorneys' fees and litigation costs) incurred by the Licensor for injuries to persons (including without limitation, loss of life) and for damage or destruction which is directly or indirectly due to the presence or activity, work or thing done, permitted or suffered by Licensee in or about the License Area, or for any act or omission of Licensee, employees, agents, grantees and invitees and any of their officers, directors, employees, representatives and agents. The obligations of Licensee under this paragraph shall survive the termination or expiration of this Agreement.

8. **Insurance.** Licensee and its agents, at its sole cost and expense, shall purchase and keep in full force and effect during the term hereof insurance against claims for personal injury or property damage in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, Two Million and No/100 Dollars (\$2,000,000.00) annual aggregate, and an umbrella policy over the underlying policies in the amount of Four Million and No/100 Dollars (\$4,000,000.00). Licensee shall provide Licensor with a Certificate of Insurance naming Licensor as an additional insured. All policies of insurance shall provide by endorsement that no coverages may be cancelled, terminated or reduced by the insuring company without the insuring company first giving at least thirty (30) days prior written notice to the Licensor.

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9. **Integration.** This Agreement embodies the entire understanding of the parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.


10. **Miscellaneous.** The laws of the State of Illinois shall govern the validity, performance and enforcement of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision. The headings of the sections or paragraphs contained herein are for convenience only and do not define, limit or construe the context of such sections or paragraphs. Any amendments hereto must be made in writing and shall be signed by the owners of the fee simple title to the NSSC Parcel and the District Parcel as of the date of such amendments.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

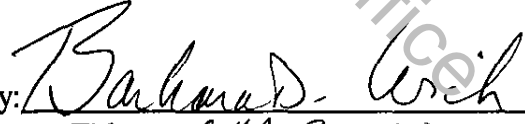
LICENSOR:

THE NORTH SHORE MOSQUITO
ABATEMENT DISTRICT, an Illinois municipal
corporation

By: 
Name: OTTO CESARIO
Its: PREJ

LICENSEE:

NORTH SHORE SENIOR CENTER, an Illinois
not-for-profit corporation

By: 
Title: CHAIRMAN
Name: BARBARA D. WICK

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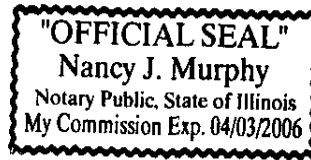
STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, a notary public, in and for the County and the State aforesaid, do hereby certify that BARBARA SWICK, the CHAIRMAN of the NORTH SHORE SENIOR CENTER, personally known to me to be the same person whose name is subscribed in the foregoing instrument as such Chairman, appeared before me this day in person and being first duly sworn by me, acknowledged that (s)he signed and delivered the said instrument as her/his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 3rd day of December 2002.

Nancy J. Murphy
Notary Public

My commission expires: 04/03/2006



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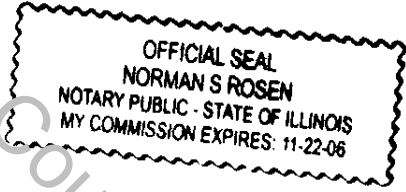
STATE OF ILL,
COUNTY OF COOK) SS.
)

I, a notary public, in and for the County and the State aforesaid, do hereby certify that OTTO CESARIO, the PREL, of THE NORTH SHORE MOSQUITO ABATEMENT DISTRICT personally known to me to be the same person whose name is subscribed in the foregoing instrument as such PREL, appeared before me this day in person and being first duly sworn by me, acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 6th day of Dec, 2002.

[Signature]
Notary Public

My commission expires: _____



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NSSC PARCEL

That part of Lots 1 and 2 of Happ's Subdivision of the South 107 acres of the Southwest Quarter of Section 19, Township 42 North, Range 11, East of the Third Principal Meridian, described as follows: commencing at a point on the Easterly right of way line of the Chicago and Northwestern Railway Company which is North 14° West 424.83 feet Northwesterly of (measured along said right of way line extended Southeasterly) of the North line of the highway now known as Winnetka Avenue (which North line is a line 33 feet North of and parallel with the South line of the Southwest Quarter of said Section 19); Thence Southeasterly along the arc of a circle convex Easterly, having a radius of 5699.65 feet and tangent to said right of way line, 50.32 feet to a Point "A"; Thence continuing Southeasterly along said arc, 234.14 feet; thence North 89° 02' 54" West 70.457 feet; Thence South 00° 57' 06" West 0.83 feet; thence North 89° 02' 54" West 19.52 feet to a point of intersection with a line connecting Point "A" with a point on the line of said Winnetka Avenue, 50 feet Northeasterly from (measured at right angles to) the center line between the two main tracks of the Chicago and Northwestern Railway Company as originally located; Thence Southwesterly along said connecting line to the point of intersection with a line drawn parallel with and 75 feet Northeasterly of (as measured perpendicularly to) the center line of the main tracks of the Chicago and Northwestern Railway Company; Thence Northwesterly along said parallel line to a point 9.50 feet Southeasterly (as measured perpendicularly) from the center line of the I.C.C. Spur Track No. 29; Thence Northeasterly to a point on the Easterly right of way line of the Chicago and Northwestern Railway Company 201.05 feet Northwesterly of the most Northernly corner of land conveyed to the Public Service Company of Northern Illinois by deed dated March 7, 1919 and recorded August 2, 1919 as document 6588646; Thence Southeasterly along said right of way line to the point of beginning, (except from the above described property taken as a tract, that part lying South of a line described as: commencing at Point "A" aforesaid; Thence Southerly 132.36 feet along the Easterly line of said tract being an arc of a circle convex Easterly, having a radius of 5699.65 feet and whose chord bears South 12° 49' 44" East, a distance of 132.36 feet to the Easterly extension of a North face of a brick and concrete block building and the point of beginning of said line being herein described; Thence North 88° 39' 15" West along said Easterly extension and the North face of said building and the Westerly extension of said North face for a distance of 126.05 feet to the Westerly line of said tract and the terminus of said line, in Cook County, Illinois.

Parcel 1B: That part of Lots 1 and 2 of Happ's Subdivision of the South 107 acres of the Southwest Quarter of Section 19, Township 42 North, Range 11, East of the Third Principal Meridian, described as follows: commencing at a point on the Easterly right of way line of the Chicago and Northwestern Railway Company which is North 14° West 424.83 feet Northwesterly of (measured along said right of way line extended Southeasterly) of the North line of the highway now known as Winnetka Avenue (which North line is a line 33 feet North of and parallel with the South line of the Southwest Quarter of said Section 19); Thence Southeasterly along the arc of a circle convex Easterly, having a radius of 5699.65 feet and tangent to said right of way line, 50.32 feet to a Point "A"; Thence continuing Southeasterly along said arc, 234.14 feet; thence North 89° 02' 54" West 70.457 feet; Thence South 00° 57' 06" West 0.83 feet; Thence North 89° 02' 54" West 19.52 feet to a point of intersection with a line connecting Point "A" with a point on the line of said Winnetka Avenue, 50 feet

Northeasterly from (measured at right angles to) the center line between the two main tracks of the Chicago and Northwestern Railway Company as originally located; Thence Southwesterly along said connecting line to the point of intersection with a line drawn parallel with and 75 feet Northeasterly of (as measured perpendicularly to) the center line of the main tracks of the Chicago and Northwestern Railway Company; Thence Northwesterly along said parallel line to a point 9.50 feet Southeasterly (as measured perpendicularly) from the center line of the I.C.C. Spur Tract No. 29; Thence Northeasterly to a point on the Easterly right of way of the Chicago and Northwestern Railway Company 201.05 feet Northwesterly of the most Northerly corner of land conveyed to the Public Service Company of Northern Illinois by deed dated March 7, 1919 and recorded August 2, 1919 as document 6588646; Thence Southeasterly along said right of way line to the point of beginning, (except from the above described property taken as a tract, that part lying North of a line described as: commencing at Point "A" aforesaid; Thence Southerly 132.36 feet along the Easterly line of said tract being an arc of a circle convex Easterly, having a radius of 5699.65 feet and whose chord bears South 12° 49' 44" East, a distance of 132.36 feet to the Easterly extension of a North face of a brick and concrete block building and the point of beginning of said line being herein described; Thence North 88° 39' 15" West along said Easterly extension and the North face of said building and the Westerly extension of said North face for a distance of 126.05 feet to the Westerly line of said tract and the terminus of said line, in Cook County, Illinois.

Parcel 2: A strip of land 30 feet in width, situated in the Southwest Quarter of the Southwest Quarter of Section 19, Township 42 North, Range 13, East of the Third Principal Meridian, described as follows; beginning at a point on the North line of Winnetka Road, distant 38.50 feet Northeasterly (as measured perpendicularly) from the center line between the two main tracks, as originally located, of the Chicago and Northwestern Railway Company; Thence Northwesterly parallel with said center line to a point 9.50 feet Easterly, as measured perpendicularly from the center line of said Railway Company's Track No. I.C.C. 29; Thence Northeasterly parallel with said Track No. I.C.C. 29 to a point 68.50 feet Northeasterly (as measured perpendicularly) from said center line between the two main tracks; Thence Southeasterly parallel with said center line between the two main tracks to said North line of Winnetka Road, Thence West along said North line of Winnetka Road to the point of beginning, all in Cook County, Illinois.

Parcel 3: That part of Lot 20 in Berger's 5th Resubdivision of Lot 18 of Berger's 4th Resubdivision of part of Lot 10 and all of Lot 11 in Berger's Industrial Park Subdivision, being a subdivision of part of the East Half of the Southeast Quarter of Section 24 Township 42 North, Range 12, East of the Third Principal Meridian, and part of the West Half of the Southwest Quarter of Section 19, Township 42 North, Range 13, East of the Third Principal Meridian, described as follows: commencing at the Northeast corner of said Lot 20; Thence Southwesterly 60.00 feet along the Northwesterly line of said Lot; Thence Southeasterly 144.853 feet along a line drawn perpendicularly to the last described line to the point of intersection with the Easterly line of said Lot; Thence Northerly 156.788 feet along said Easterly line to the herein designated point of beginning, in Cook County, Illinois.

Parcel 4: Part of Lots 1 and 2 of Happ's Subdivision of the South 107 acres of the Southwest Quarter of Section 19, Township 42 North, Range 13, East of the Third Principal Meridian, described as follows: commencing at a point in the Easterly right of way line of Chicago and

Northwestern Railway Company which is 424.83 feet Northwesterly of the North line of the highway known as Winnetka Avenue (which North line is a line 33 feet North of and parallel to the South line of Section 19, Township 42 North, Range 13, East of the Third Principal Meridian) measured along said right of way line extended Southeasterly; Thence Southeasterly along a curved line convex Easterly having a radius of 5699.65 feet and tangent to the said right of way line 50.32 feet to the point which is the point of beginning of the land to be described; Thence continuing Southeasterly on the last described curved line, 371.04 feet to the North line of said highway; Thence West along the North line of said highway, 138.69 feet to a point which is 50 feet Northeasterly from (measured at right angles to) the center line between the 2 main tracks of Chicago and Northwestern Railway Company as originally located; Thence Northeasterly on a straight line 368.86 feet to the point of beginning, except from said tract that part thereof lying Northerly of the following described line: beginning at a point on the Northeasterly line of said tract at a point 234.14 feet Southeasterly of the point of beginning of said tract (as measured on the Northeasterly line of said tract); Thence North 89° 02' 54" West 70.457 feet; Thence South 0° 57' 06" West 0.83 feet; Thence North 89° 02' 54" West 19.52 feet to a point on the Northwesterly line of said tract; also excepting from said Parcel 4 that part falling within Parcel 2, all in Cook County, Illinois.

P.I.N. NOS: 05-19-324-035-0000; 05-19-324-036-0000;
05-19-324-060-0000; 15-19-324-061-0000

Commonly known as: 161 Northfield Road, Northfield, Illinois
1775 Winnetka Avenue, Northfield, Illinois

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THE DISTRICT PARCEL

LOT 20 IN BERGER'S FIFTH RESUBDIVISION OF LOT 18 OF BERGER'S FOURTH RESUBDIVISION OF PART OF LOT 10 AND ALL OF LOT 11 IN BERGER'S INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN

LESS AND EXCEPT THAT PORTION COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTHWESTERLY, 60.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY, 144.853 FEET ALONG A LINE DRAWN PERPENDICULARLY TO THE LAST DESCRIBED LINE TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT; THENCE NORTHERLY, 156.789 FEET ALONG SAID EASTERLY LINE TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PERMANENT REAL ESTATE INDEX

NUMBER: 05-19-324-060-0000

ADDRESS OF REAL ESTATE:

117 NORTHFIELD ROAD
NORTHFIELD, ILLINOIS 60093

LICENSE AREA

That part of Lot 20 in Berger's 5th Resubdivision of Lot 18 of Berger's 4th Resubdivision of part of Lot 10 and all of Lot 11 in Berger's Industrial Park Subdivision, being a subdivision of part of the East Half of the Southeast Quarter of Section 24, Township 42 North, Range 12, East of the Third Principal Meridian, and part of the West Half of the Southwest Quarter of Section 19, Township 42 North, Range 13, East of the Third Principal Meridian; together with part of the Southwest Quarter of the Southwest Quarter of Section 19 aforesaid described as follows: beginning at the intersection of the North line of Winnetka Road with a line 38.50 feet Northeasterly (as measured perpendicularly) and parallel with the center line of the two main tracks, as originally located, of the Chicago and Northwestern Railway Company; Thence North 13° 59' 54" West along said parallel line and the East line of Lot 20 aforesaid 110.58 feet to a point of curve. Thence Northeasterly along the Easterly line of Lot 20 being an arc of a circle convex Westerly and having a radius of 520.03 feet for a distance of 112.19 feet (the chord of said arc having a bearing of North 01° 34' 07" East and a distance of 111.97 feet); Thence North 08° 30' 00" East along the East line of Lot 20 aforesaid 24.26 feet; Thence North 14° 00' 00" West 144.85 feet to a point in the Northwesterly line of Lot 20 aforesaid, 60.0 feet west of the Northwest corner of said lot; Thence South 76° 00' 00" West along said Northwesterly line 5.22 feet; Thence South 13° 56' 58" East 135.73 feet; Thence South 05° 16' 16" West 33.76 feet; Thence South 03° 01' 55" West 60.01 feet; Thence South 05° 35' 54" East 42.01 feet; Thence South 08° 45' 04" East 116.79 feet to the North line of Winnetka Road; Thence South 89° 59' 54" East along said North line 11.89 feet to the point of beginning, in Cook County, Illinois.

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Cook County Clerk's Office