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Eugene "Gene" Moore Fee: \$74.00
Cook County Recorder of Deeds
Date: 08/02/2005 02:44 PM Pg: 1 of 9

Prepared by:
Klein Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606
Attorney Everette M. Hill

COOK COUNTY, ILLINOIS

RECORDING COVER SHEET

FOR

VILLAGE OF NORTHFIELD

REGARDING

#109

**LICENSE AND EASEMENT AGREEMENT
BETWEEN TEMPLE JEREMIAH
AND VILLAGE OF NORTHFIELD**

**Address: 937 Happ Road Northfield, IL 60093
P.I.N. : 04-13-112-026 and 04-13-112-027**

996

**After recording return to:
RECORDER'S BOX 324/DS**

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Property of Cook County Clerk's Office

I, Mark J. Morien, duly appointed Village Clerk of the Village of Northfield, Cook County, Illinois do hereby certify that the attached is a true and complete original License and Easement Agreement #109 to be recorded and attached to the following address:

937 Happ Road, Northfield, Cook County, Illinois 60093

Real Estate Index Number 04-13-112-026-0000 and 04-13-112-027-0000



Mark J. Morien
Mark J. Morien, Village Clerk

MJM:ms
5-20-05

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#109

LICENSE AND EASEMENT AGREEMENT Between Temple Jeremiah and Village of Northfield

The Village of Northfield ("Northfield") is an Illinois municipal corporation.

Temple Jeremiah ("Temple") is a house of worship at 937 Happ Road in the Village.

Each party agrees that it is to its own benefit to enter into this License and Easement Agreement which provides for certain use by each party of the other party's property.

Therefore, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. The Village shall grant a license to the Temple for the use of the property as generally shown on Exhibit "A" ("Parking License") and a legal description may later be substituted for Exhibit "A".

2. The Parking License shall be for the purpose of extending the Temple's parking lot to the east and providing a means of better and safer traffic circulation throughout the Temple parking area. The Temple shall have the right to pave and stripe the Parking License Area in accordance with Village standards. This License shall not prevent the Village from continuing to use the Parking License area for ingress and egress and for underground utilities so long as that use is not inconsistent with the Temple's use of it as set forth in this Agreement. The Village may not cancel this Parking License for a period of 19 years and any cancellation thereafter shall be governed by paragraph 3B below.

All costs associated with such paving and usage shall be borne by the Temple. If it becomes necessary for the Village to cut into or tear up any portion of the Parking License area for underground utility purposes, the Village shall do so at its own cost in a

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reasonably expeditious manner so as to cause as little disruption to the Temple usage as is practical. The Village shall cause this restoration of the Parking License area, to the condition it was in prior to the work being performed.

3. The Temple shall grant to the Village the following two easements:

A. A twenty (20') foot easement over the northern portion of the Temple property as generally shown on Exhibit "B" ("Watermain Easement") and a legal description may later be substituted for Exhibit "B". The purpose of this easement shall be for installing, inspecting, maintaining and replacing a municipal watermain. If the Village is required to damage any Temple property in installing, maintaining, inspecting or replacing the watermain, it shall do so in a reasonably expeditious manner so as to cause as little disruption to the Temple as is practical. The Village shall restore any Temple property that may be damaged as a result of its use of this Watermain Easement to a condition that is reasonably similar to the conditions that existed prior to the damage. The Village shall bear all cost of installation, maintenance, inspection, replacement or repair of Temple property, damaged as a result of its use of the easement.

B. A non-exclusive easement over the entire Temple Parking lot for the purpose of gaining access to the Watermain Easement and the Village property immediately to the east of the Temple property by Village vehicles or vehicles of those retained by the Village to install, inspect, maintain or replace the watermain ("Access Easement").

The Village shall use this Access Easement only as may be necessary to install, inspect, maintain or replace its water main or to provide maintenance for its property to

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the east of the Temple Property. Except in cases of emergency, the Village shall give the Temple 24 hours notice of its intent to use the Access Easement.


Both the Watermain Easement and the Access Easement shall remain in full force and effect for so long as the Village does not cancel the Parking License. At such time as the Village cancels the Parking License, the Watermain Easement and the Access Easement shall be extinguished.

4. The Village hereby agrees to indemnify and hold the Temple, its officers, agents and employees harmless against any claims of whatever kind or nature that may be brought against the Temple, its officers, agents and employees on account of the Village's entry into this Agreement and its use of its easements as set forth in this Agreement.

5. The Temple shall hold the Village, its officers, agents and employees harmless and indemnified against claims of whatever kind or nature that may be brought against the Village, its officers, agents or employees on account of the Temple's entry into this Agreement and its use of the Parking License.


DATED: February 19, 2002

TEMPLE JEREMIAH



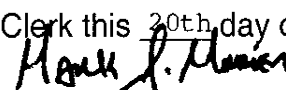
President

VILLAGE OF NORTHFIELD



Donald K. Whiteman,
Village President

ATTESTED and FILED in the office of the Village Clerk this 20th day of February, 2002.



Village Clerk
Village of Northfield

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"Exhibit A"

An exclusive Roadway Easement for Temple Jeremiah, described as follows:

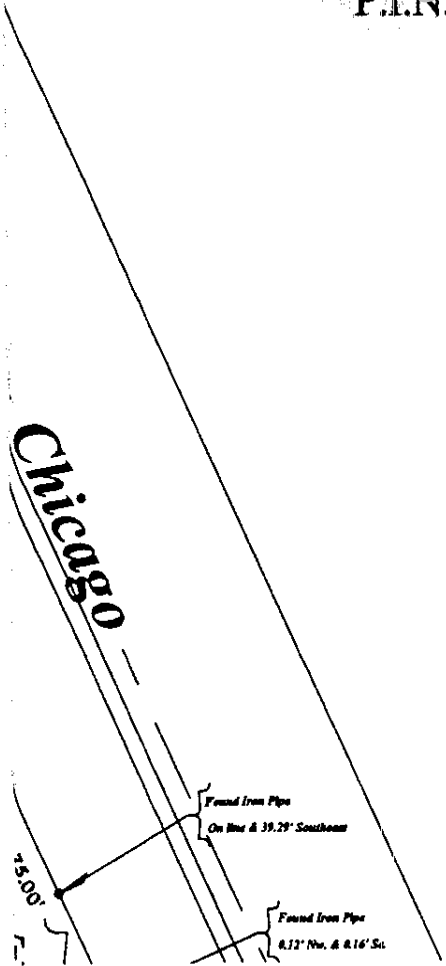
That part of the Northwest Quarter of Section 13, Township 42 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the Southeast corner of said Northwest Quarter; thence North 90 degrees, 00 minutes, 00 seconds West along the South line of said Northwest Quarter, 102.80 feet to the westerly Right-of-Way line of the Chicago And Northwestern Railroad; thence North 26 degrees, 10 minutes, 31 seconds West, along said westerly line, 373.52 feet to the point of beginning; thence continuing along said line North 26 degrees, 10 minutes, 31 seconds West, 248.99 feet; thence North 63 degrees, 49 minutes, 31 seconds East, 8.00 feet; thence South 37 degrees, 56 minutes, 56 seconds East, 70.47 feet; thence South 26 degrees, 10 minutes, 31 seconds East, 180.00 feet; thence South 63 degrees, 49 minutes, 31 seconds West, 22.38 feet to the point of beginning.

P.I.N. 04-13-112-027

This is to certify that (1) the undersigned is the owner of the land described (2) Temple Jeremiah, a house of worship, to be surveyed and platted as indicated on the attached Plat for the uses and purposes of the Agreement dated FEBRUARY 19, 2001 between Northfield and Temple Jeremiah as to which is referred to and to which agreed.

Dated this 11th day of May, A.D. 2001

BY: Donaldu Wintom
VILLAGE PRES



STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

I, KINDA A. GITTEL, Notary Public for the State aforesaid, do hereby certify that the signature of me to be the same person as the signature appearing in the foregoing instrument and an

CEMENT

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"Exhibit B"

INNING

An exclusive Watermain Easement for the Village and benefit of the Village of Northfield, described as follows:

A strip of land 20.00 feet in width lying in the East Half of the Southeast Quarter of the Northwest Quarter of Section 13, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois described as follows:

Commencing at the northerly most corner of Lot 11, in Tower Road Addition to Northfield Subdivision recorded June 26, 1959 as Document No. 17580822; thence South 26 degrees, 10 minutes, 30 seconds East along the easterly line of said Lot 11, 113.79 feet to the point of beginning; thence continuing South 26 degrees, 10 minutes, 30 seconds, 20.00 feet; thence South 61 degrees, 49 minutes, 30 seconds West, 66.24 feet; to the westerly line of said Lot 11; thence North 00 degrees, 09 minutes, 59 seconds East along said westerly line 22.32 feet; thence North 61 degrees, 49 minutes, 30 seconds East, 56.34 feet; to the point of beginning.

P.I.N. 04-13-112-027

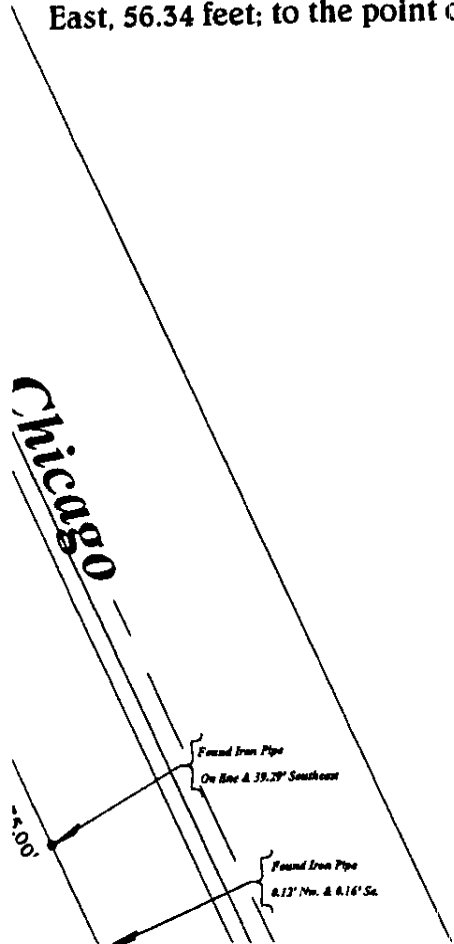
This is to certify that (1) the undersigned T of worship, is the owner of the land describ Flat; and (2) Temple Jeremiah has caused su platted as indicated on this Water Main Lic purposes of a Water Main Easement as set dated FEBRUARY 19, 2002 entered int of Northfield and Temple Jeremiah and in is referred to and to which agreement it i

Dated this 19th day of May, A.D. 2005.

BY: David [Signature]
[Signature]

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

I, TEVAE ROBINSON HORNE Notary Public in State aforesaid, do hereby certify to me to be the same person who foregoing instrument, and appear



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OVERSIZE

EXHIBIT
FORWARD
TO BASEMENT
FOR

SCANNING

Property of Cook County Clerk's Office

7 PG

2X

9-TOTAL

RECORDED DATE _____

CASHIER # / NAME _____

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