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Prepared by:
Stewart J. Weiss
Holland & Knight LLP
131 S. Dearborn, 31st Floor
Chicago, IL 606

After Recording Return to:
NeighborSpace
445 N Sacramento Blvd, Suite 204
Chicago, IL 60612
Attn: Benjamin Helphand


1733322058
loc# 1733322058 Fee \$62.00
HSP FEE:\$9.00 RPRF FEE: \$1.00
AREN A.YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 11/29/2017 02:16 PM PG: 1 OF 13

For Recorder's Use Only

**NON-EXCLUSIVE EASEMENT AGREEMENT FOR WATER SERVICE MAIN
BY AND BETWEEN
NEIGHBORSACE, INC. AND LAWNDALE CHRISTIAN HEALTH CENTER**

Affecting and pertaining to the following parcels or real property:

Commonly known as: 3539-3549 W. Ogden Avenue, Chicago, Illinois 60623
3553-3567 w. Ogden Avenue, Chicago, 60623

Property Index Numbers: 16-23-415-002-0000,
16-23-415-003-0000,
16-23-415-004-0000,
16-23-415-005-0000,
16-23-415-006-0000
16-23-415-007-0000, and
16-23-415-072-0000

Box 266

RECORDING FEE 62.⁰⁰
DATE 11/29/2017 COPIES 6x
OK BY [Signature]

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NON-EXCLUSIVE EASEMENT AGREEMENT FOR WATER SERVICE MAIN [FARM ON OGDEN – 3553-3567 W. OGDEN AVENUE]

THIS AGREEMENT is dated as of this 5th day of SEPTEMBER 2017, by and between NEIGHBORSPEACE, INC., an Illinois not-for-profit corporation ("*NeighborSpace*"), and the LAWDALE CHRISTIAN HEALTH CENTER, an Illinois not-for-profit corporation ("*LCHC*").

IN CONSIDERATION OF the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. BACKGROUND.

A. NeighborSpace is owner of certain real estate situated in 3539-3549 West Ogden Avenue, Chicago, Illinois, which real estate is legally described in *Exhibit A* (the "*Subject Property*").

B. The Subject Property is improved with and used for a community food garden and is subject to a deed restriction that prohibits its use for purposes aside from open space.

C. LCHC is the owner of certain real estate situated directly adjacent to the Subject Property which is being improved with an agricultural facility including both outdoor growing areas and enclosed greenhouses, which real estate is legally described in *Exhibit B* (the "*Benefitting Property*").

D. The Benefitting Property does not currently have sufficient access to the City of Chicago's potable water system to meet the demands of the agricultural facility that is planned for the Benefitting Property. Accordingly, LCHC seeks to extend a water service main through the Subject Property to connect to and access the City of Chicago's water main located in the public right-of-way running parallel to South Drake Avenue on the east side of the Subject Property.

E. NeighborSpace and LCHC have determined that it is in their respective best interests to enter into this Agreement in order to provide LCHC with a sufficient property interest in the Subject Property to fulfill the purposes described herein.

2. GRANT AND USE OF EASEMENT. NeighborSpace grants, conveys, warrants, and dedicates to LCHC a perpetual easement in, at, over, along, across, through, upon, and under that portion of the Subject Property legally described and depicted on *Exhibit C* (the "*Easement Premises*"), to survey, construct, operate, use, maintain, own, test, inspect, repair, remove, and replace (collectively the "*Installation*") a water service main and those appurtenances thereto described and depicted in *Exhibit D* (the "*Facilities*"), together with all reasonable rights of ingress and egress over, along, across, and upon the Subject Property necessary for the exercise of the rights granted herein. LCHC shall, at its sole cost and expense, complete the Installation of the Facilities in a good and workmanlike manner. The Parties acknowledge and agree that the easement granted herein is for the purpose of providing potable water service via the Facilities solely to the Benefitting Property. The use of the Facilities may not be extended or offered any other property without a written amendment to this Agreement.

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3. **HOLD HARMLESS.** LCHC agrees to indemnify and hold NeighborSpace harmless from all claims, causes of action, suits, damages, or demands that arise either directly or indirectly from the Installation of the Facilities on the Easement Premises.

4. **RESERVED RIGHT.** NeighborSpace reserves the right to use the Easement Premises in any manner that will not prevent or interfere in any way with the exercise by LCHC of the rights granted herein; provided, however, that NeighborSpace shall not permanently or temporarily improve or obstruct the Easement Premises or cause any improvements or obstructions to be constructed on the Easement Premises that would impair the exercise by LCHC of the rights granted herein without the express prior written consent of LCHC.

LCHC acknowledges the existing use of the Subject Property as a community garden and agrees that none of the uses, improvements, or structures, located on the Subject Property at the time of execution of this Agreement constitute obstructions or interference with the Facilities as planned.

5. **COSTS FOR WATER SERVICE.** LCHC shall be solely responsible for all costs associated with obtaining and maintaining water service from the City of Chicago through the Facilities. NeighborSpace shall have no liability or responsibility to pay for any permit, tap-in, connection, or metered water service charges resulting from the Installation and use of the Facilities by LCHC. LCHC will hold harmless, indemnify, and reimburse NeighborSpace against or for any such charges that may be assessed against NeighborSpace by the City of Chicago.

6. **NEIGHBORSPACE ACCESS TO WATER SERVICE.** LCHC will, as its sole consideration for the easement granted in this Agreement, provide NeighborSpace with water service via a spigot on the Benefitting Property that is conveniently located and accessible at all times as well as a corresponding right of access over the Benefitting Property ("**Service Connection**"). NeighborSpace will be permitted to draw water from the Service Connection necessary to irrigate plantings and landscaping on Subject Property. NeighborSpace shall not be required to pay for or reimburse LCHC for any water drawn from the Service Connection so long as the water is only used on the Subject Property and the Subject Property continues to be used as open space.

7. **ADDITIONAL EASEMENTS.** NeighborSpace shall have the right to grant other non-exclusive easements over, along, across or upon the Easement Premises; provided, however, that any such other easements shall be subject to this Agreement and the rights granted hereby.

8. **RESTORATION; NON-DISTURBANCE OF FACILITIES.**

A. Upon completion of any Installation, LCHC agrees to (a) replace and grade any and all topsoil removed by LCHC; (b) restore to condition immediately preceding the Installation any and all fences, roads, plantings, and improvements that are damaged or removed as a direct result of the Installation; (c) replace any and all sod removed with sod of like quality; and (d) replace any and all natural grass removed by seeding with a good quality seed.

B. In the event NeighborSpace conducts any work or construction on the Subject Property, it shall take all commercially reasonable precaution not to disturb the Facilities. If NeighborSpace, or its agents, contractors, or vendors disturbs or damages the Facilities, NeighborSpace shall be responsible for the repair of the Facilities

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necessary to restore full and uninterrupted water service to the Benefitting Property. NeighborSpace will provide LCHC 48 hours advanced notice of any work or construction that it will be conducting on the Subject Property that may result in the interruption of water service or the disturbance of the Facilities.

9. **COVENANTS RUNNING WITH THE LAND.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against the Subject Property and the Benefitting Property and shall be binding upon and inure to the benefit of NeighborSpace and LCHC and their respective heirs, executors, administrators, successors, assigns, agents, tenants, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property and the Benefitting Property, or any portion thereof, and all persons claiming under them. The Parties acknowledge that the agricultural facilities to be constructed on the Benefitting Property will be operated by a tenant/lessee of LCHC and LCHC will require all such tenants/lessees to execute a consent and acknowledgement of this Agreement prior to that tenant occupying the Benefitting Property or any portion thereof. If any of the easements, rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois.

10. **ASSIGNMENT OF RIGHTS.** NeighborSpace agrees that LCHC may assign its rights or delegate its duties under this Agreement to any assignee: (A) who is reasonably competent to exercise the rights granted herein and the obligations imposed herein; and (B) who makes adequate assurances to NeighborSpace that any activity performed pursuant to such assignment or delegation shall be conducted in a good and workmanlike manner.

11. **AMENDMENT.** This Agreement may be modified, amended, or annulled only by the written agreement of NeighborSpace and LCHC.

12. **VIOLATIONS AND REMEDIES.** In the event either party determines that the other party is in violation of its responsibilities under this Agreement, the non-violating party shall provide notice to the violating party in accordance with the notice provisions of Section 13. Upon receiving a notice of violation, a party shall have five business days to cure such violation, or in the case of a violation that cannot be remedied in a commercial reasonable manner within five days, provide the non-violating party with a timeline in which the violation will be cured. Failure to cure a violation in accordance with the requirements of this Section 12 shall grant the non-violating party the ability to seek remedies under law including termination and specific performance; provided, however, that no party may seek monetary damages from the other in excess of the non-violating party's actual costs incurred to remedy a violation. Each party shall be responsible for its own attorney's fees, regardless of fault or determination of liability.

13. **NOTICE.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following

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deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 13, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

A. Notices and communications to NeighborSpace shall be addressed to, and delivered at, the following address:

NeighborSpace
445 N Sacramento Blvd, Suite 204
Chicago, IL 60612
Attn: Benjamin Helphand

B. Notices and communications to LCHC shall be addressed to, and delivered at, the following address:

Layndale Christian Health Center
3860 W. Ogden Avenue
Chicago, IL 60623
Attn: Bruce E. Miller

14. **EXHIBITS.** Exhibits A through D attached to this Agreement are incorporated herein and made a part hereof by this reference.

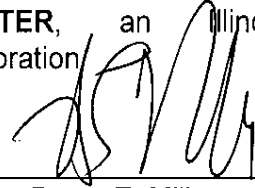
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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

NEIGHBORSPACE, INC., an Illinois not-for-profit corporation

By: 
Benjamin Helphand
Its: Executive Director

LAWNDALE CHRISTIAN HEALTH CENTER, an Illinois not-for-profit corporation

By: 
Bruce E. Miller
Its: Chief Executive Officer

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description of the Subject Property

LOTS 1 AND 2 IN BLOCK 2 IN RACE AND PEARSON'S SUBDIVISION OF THE WEST 15 ACRES OF THAT PART OF THE WEST ½ OF THE SOUTHEAST ¼, LYING SOUTH OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 3539-3549 W. Ogden Avenue, Chicago, Illinois 60623

PIN Nos: 16-23-415-007-0000, and
16-23-415-006-0000

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EXHIBIT B

Legal Description of the Benefitting Property

LOTS 3 TO 11, INCLUSIVE, IN BLOCK 2 IN RACE AND PEARSON'S SUBDIVISION OF THE WEST 15 ACRES OF THAT PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF OGDEN A VENUE (EXCEPT FROM SAID LOTS ALL THAT PART THEREOF WHICH HAS HERETOFORE BEEN TAKEN BY METROPOLITAN WEST SIDE ELEVATED RAILROAD COMPANY) IN COOK COUNTY, ILLINOIS.

Address: 3553 - 3567 West Ogden Avenue, Chicago, 60623

PIN Nos: 16-23-415-002-0000,
16-23-415-003-0000,
16-23-415-004-0000,
16-23-415-005-0000, and
16-23-415-072-0000

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EXHIBIT C

Legal Description and Depiction of Easement Premises

Plat of Easement, consisting of one sheet, prepared by United Construction Layout Survey, LLC, with a latest revision date of August 31, 2017.

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**COOK COUNTY
RECORDER OF DEEDS**

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UNITED CONSTRUCTION LAYOUT SURVEY, LLC
 CONSTRUCTION AND LAND SURVEYORS
 2100 N. 15TH AVENUE, UNIT C, MELROSE PARK, IL 60160
 TEL.: (847) 299-1010 FAX: (847) 299-5887
 E-MAIL: USURVEY@USANDCS.COM

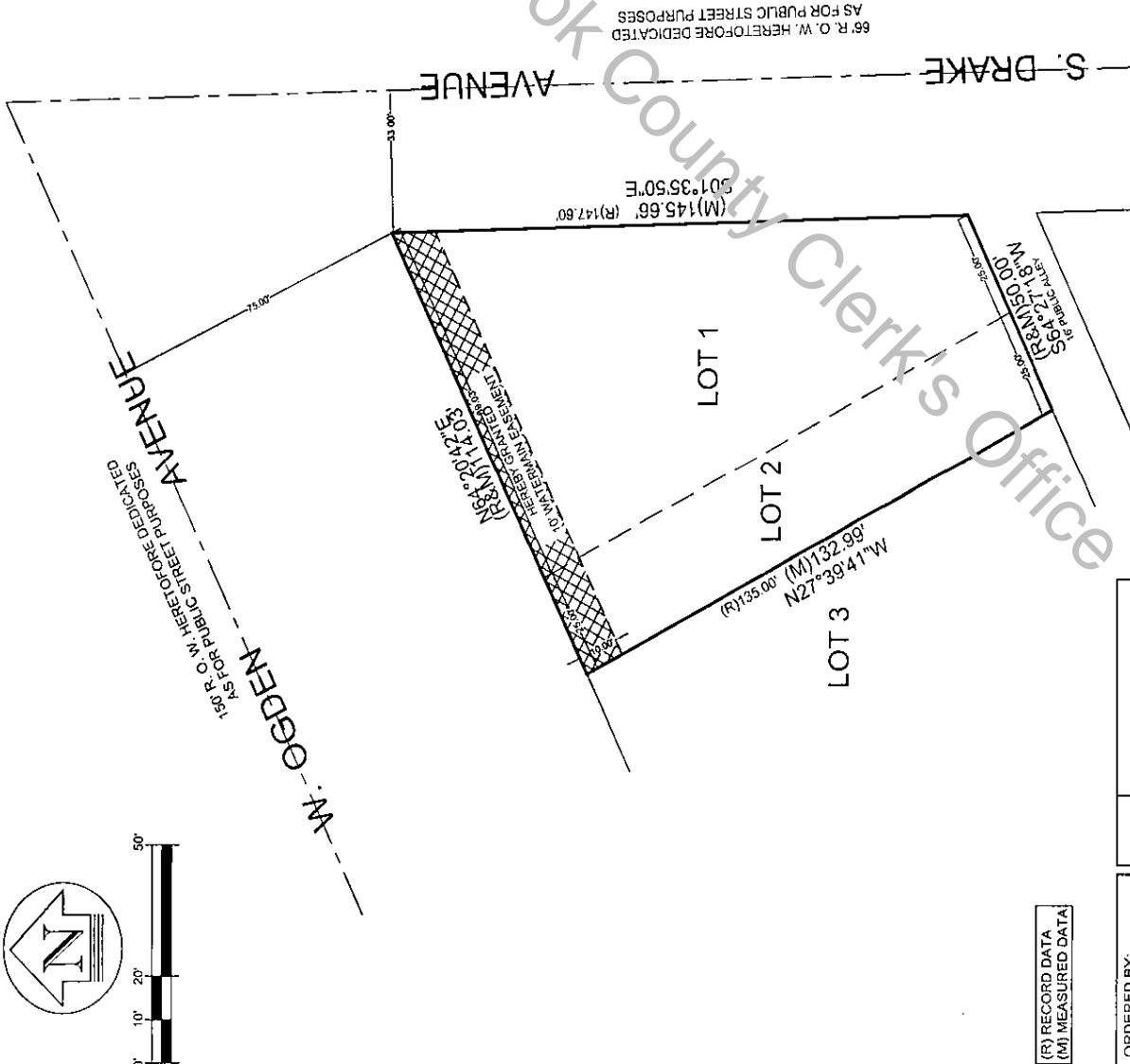
PLAT OF EASEMENT
 OF

THE NORTHWESTERLY 10 FEET OF LOTS 1 AND 2 IN BLOCK 2 IN RACE AND PEARSONS
 SUBDIVISION OF THE WEST 15 ACRES OF THAT PART OF THE WEST 1/2 OF THE
 SOUTHEAST 1/4 LYING SOUTH OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH,
 RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOCATION: 35539 - 35541, OGDEN AVENUE, CHICAGO, ILLINOIS 60623

PERMANENT INDEX NUMBERS:

16-23-415-07-000 (AFFECTS LOT 1)
 16-23-415-000-000 (AFFECTS LOT 2)



66' R. O. W. HERETOFORE DEDICATED
 AS FOR PUBLIC STREET PURPOSES

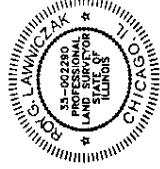
STATE OF ILLINOIS)
) s.s.
 COUNTY OF COOK)

I, ROY G. LAWNICZAK, DO HEREBY CERTIFY THAT I HAVE
 SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE
 PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF
 PLAT OF SURVEY AND EASEMENT FOR THE PURPOSE SHOWN
 HEREON.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
 ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
 DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE
 CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT.

MELROSE PARK, ILLINOIS, AUGUST 31, A. D. 2017

BY: *Roy G. Lawniczak*
 ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
 LICENSE EXPIRES: NOVEMBER 30, 2018
 PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
 LICENSE EXPIRES: APRIL 30, 2019



(R) RECORD DATA
 (M) MEASURED DATA

| | |
|---------------------------------|-----------------------|
| ORDERED BY: CAZIM | CONSTRUCTION CORP. |
| SCALE: 1" = 20' | DATE: AUGUST 23, 2017 |
| FILE No.: 2017-1330-1 | 8-31-17 |
| | REVISION |
| | DATE |
| | REVISION |

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EXHIBIT D

Description of Facilities

Approximately 112 Lineal feet of 4" ductile iron pipe shall be installed by Lawndale Christian Health Center 5' offset parallel to the north property line along Ogden Avenue, and shall be installed at a minimum depth of 5.5' below finished ground elevation to top of main to function as the water service main for the project located at 3555 W Ogden Avenue and as depicted in "C103 Site Utility Plan" prepared by Eriksson Engineering Associates, Ltd. with a latest revision date of July 21, 2017. The 4" water service main shall serve as the primary water connection to the structure owned by Lawndale Christian Health Center, as supplied by the City of Chicago by way of the City of Chicago water main located in the Public ROW along S Drake Avenue via water service vault as required by the City of Chicago and installed by Lawndale Christian Health Center, also in the Public ROW.

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ACKNOWLEDGEMENT AND CONSENT OF BENEFITTING PROPERTY LESSEE

TO: NeighborSpace, Inc.
Lawndale Christian Health Center

WHEREAS, the Chicago Horticultural Society d/b/a the CHICAGO BOTANIC GARDEN, an Illinois not-for-profit corporation ("CBG"), is the lessee of that certain property located at 3553 - 3567 West Ogden Avenue, Chicago, 60623, which is defined as the "Benefitting Property" in that certain "Non-Exclusive Easement Agreement for Water Service Main" dated as of September 5, 2017 ("Easement"), by and between NeighborSpace, Inc. ("NeighborSpace") and the Lawndale Christian Health Center ("LCHC"); and

WHEREAS, the Easement allows LCHC to install a water service main and certain appurtenances ("Facilities") across a portion of property owned by NeighborSpace adjacent to the Benefitting Property; and

WHEREAS, CBG will be the primary user of the Facilities for the purpose of providing water service to the agricultural facilities CBG will be maintaining on the Benefitting Property; and

WHEREAS, CBG executes this instrument to acknowledge and assume its obligations under the Easement as a tenant/lessee of the Benefitting Property;

NOW, THEREFORE, CBG does hereby agree and covenant as follows:

1. CBG acknowledges and agrees that, as lessee of the Benefitting Property it is subject to, and bound by, the obligations set forth in the Easement; and
2. CBG shall, and does hereby, unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of the Easement as it pertains to the CBG's occupation and use of the Benefitting Property.

Chicago Horticultural Society d/b/a the CHICAGO BOTANIC GARDEN, an Illinois not-for-profit corporation

By: Thomas J. Nissly
[Signature]
Thomas J. Nissly
[Print Name]

Its: Executive Vice President & CFO

SUBSCRIBED and SWORN to
before me this 20th day of
November, 2017.

Melinda N Foukal
Notary Public

