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Village President
CHARLES J. ZETTER

Village Clerk
PATRICIA S. SMITH

Village Manager
CHARLES A. WILLIS

Village Trustees
JOSEPH T. BOSSLET
RONALD L. CHERNICK
NANCY J. CZARNIK
DENNIS J. GALLITANO
JAMES P. PETRI
MICHAEL A. TOSTO

STATE OF ILLINOIS)
COUNTIES OF COOK AND DU PAGE)

SS

91161856

CERTIFICATE OF CLERK

This is to certify that I, Patricia S. Smith, am the Village Clerk of the Village of Elk Grove Village, Cook and DuPage Counties, Illinois, and as such official am the custodian of the records and seal of said Village; and that the attached is a true and correct copy of Resolution No. 17-91, passed by the President and Board of Trustees of said Village at a meeting duly held on the 26th day of March, 1991, which Resolution was approved by the Village President, all as appears from the official records which are in my custody.

Witness my hand and the official seal of said Village of Elk Grove Village this 9th day of April, 1991.

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Patricia S. Smith
Village Clerk of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois

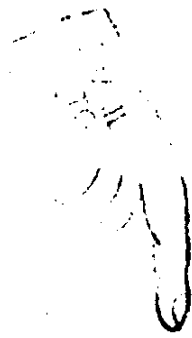
(SEAL)

18.00

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COOK COUNTY RECORDER
493814 E * -91-161856
145555 TRAN 8016 04/10/91 10:52:00
DEPT-01 RECORDING \$18.50

Mail to Village Clerk



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RESOLUTION NO. 17-91

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND AMERICAN ACADEMY OF PEDIATRICS (141 Northwest Point Blvd.)

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That the Village President be and is hereby authorized to sign the attached documents marked:

"LICENSE AGREEMENT"

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said documents upon the signature of the Village President.

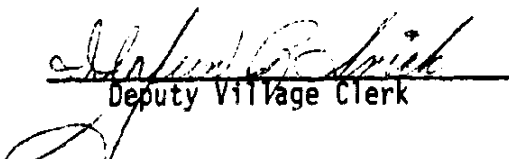
Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 26th day of March, 1991.

APPROVED this 26th day of March, 1991.


Village President

ATTEST:


Deputy Village Clerk

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LICENSE AGREEMENT

Agreement by and between the AMERICAN ACADEMY OF PEDIATRICS (hereinafter referred to as "LICENSOR"), and THE VILLAGE OF ELK GROVE VILLAGE, an Illinois Municipal Corporation (hereinafter referred to as "LICENSEE").

WITNESSETH:

WHEREAS, LICENSOR is the legal owner of real estate (the "PREMISES") legally described in Exhibit A, attached hereto; and

WHEREAS, LICENSEE is the owner of a municipal water system which will provide potable water to the PREMISES; and

WHEREAS, in order to provide such water service it is necessary for the LICENSEE to enter upon the PREMISES from time to time for the purpose of enforcing the Village's Water Ordinance (Elk Grove Village Municipal Code - Chapter 22A),

NOW, THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter set forth, LICENSOR and LICENSEE agree as follows:

1. LICENSEE shall have the right to enter upon the PREMISES to connect or thereafter terminate the water supply or for such other purposes as the LICENSOR shall expressly permit, said right of entry for termination purposes to be occasioned and limited to the following:

- A. LICENSOR failing to pay its water bill to LICENSEE within thirty (30) days after written notice of LICENSOR's failure to pay such bill;

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B. LICENSOR's failure to correct any unmetered water leakage on the PREMISES within forty-eight (48) hours after being notified of same by the LICENSEE;

C. Termination of this Agreement.

2. LICENSOR shall be responsible for any maintenance or repair to the water service located on the PREMISES as required by Village Code.

3. All rights, obligations and licenses herein granted shall extend to or be binding on the assigns, lessees, agents, employees and successors in interest of LICENSOR and LICENSEE.

4. Attorney's Fees. Any party may enforce this Agreement by appropriate action, and, should it prevail in such litigation, it shall recover as part of its costs reasonable attorneys' fees and expenses.

5. This License shall commence immediately upon its execution by the parties hereto and shall be for a perpetual duration subject to the condition that either party may terminate this Agreement upon sixty (60) days written notice to the other.

6. Notice. All notices shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid and addressed to such party at the following listed address unless otherwise directed:

A. To LICENSOR: American Academy of Pediatrics
141 Northwest Point Blvd. (60007)
P.O. Box 927
Elk Grove Village, IL 60009
Attention: Legal Department

B. To LICENSEE: Village of Elk Grove Village
901 Wellington Avenue
Elk Grove Village, IL 60007

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7. Completeness. The making, execution and delivery of this Agreement by the LICENSEE has not been induced by any representation, statement, warranty or agreement other than that herein expressed. This Agreement embodied the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This instrument may be amended or modified only by written instrument signed by the fully authorized officers of the respective parties.

IN WITNESS WHEREOF, the parties hereto set further their signs and seals 26 day of February, ~~1989~~ 1991. *Kulm*

LICENSOR:

AMERICAN ACADEMY OF PEDIATRICS

By: *[Signature]*
Its: Chief Financial Officer

ATTEST:

Merle C. Tommaro
Director, Division of
Administrative Services *Kulm*

LICENSEE:

VILLAGE OF ELK GROVE VILLAGE

By: *[Signature]*
Its: Village President

ATTEST:

Joseph B. Smith
Village Clerk, *deputy*

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EXHIBIT A
1921 7 6 1 8 5 6

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

Case No: 59450

"LEGAL DESCRIPTION"

SCHEDULE A-3 cont'd.

That part of the Southeast quarter of Section 16 and part of the Northeast quarter of Section 21, all in Township 41 North, Range 11, East of the Third Principal Meridian, described as follows: Beginning at the most Northerly intersection of the Northerly line of Northwest Point Road and the Easterly line of Arlington Heights Road; thence South 32 degrees 10 minutes 15 seconds East along the Northerly line of Northwest Point Road aforesaid 61.83 feet; thence South 81 degrees 39 minutes 00 seconds East along said Northerly line 130.16 feet to a point of curvature; thence continue Easterly along said Northerly line being an arc of a circle convex Northerly and having a radius of 838.0 feet for a distance of 80.28 feet to a point of compound curve; thence continue Easterly along said Northerly line being an arc of a circle convex Northerly and having a radius of 466.68 feet for a distance of 43.76 feet to a point of tangency; thence South 70 degrees 47 minutes 22 seconds East along said Northerly line 159.02 feet; thence South 72 degrees 13 minutes 20 seconds East along said Northerly line 79.46 feet; thence North 17 degrees 46 minutes 40 seconds East 67.99 feet to a point in an arc of a circle; thence Northerly along an arc of a circle convex Westerly and having a radius of 76.72 feet for a distance of 99.94 feet (the chord of said arc bearing North 7 degrees 28 minutes 53 seconds East) to a point of reverse curve; thence Northerly along an arc of a circle convex Easterly and having a radius of 70.74 feet for a distance of 25.31 feet (the chord of said arc bearing North 34 degrees 32 minutes 54 seconds East) to a point; thence North 26 degrees 50 minutes 56 seconds East 92.47 feet to a point in an arc of a circle; thence Northeasterly along an arc of a circle convex Northeasterly and having a radius of 78.0 feet for a distance of 93.60 feet (the chord of said arc bearing North 43 degrees 03 minutes 55 seconds East) to a point of compound curve; thence Easterly along an arc of a circle convex Northerly and having a radius of 110.72 feet for a distance of 39.86 feet (the chord of said arc bearing South 87 degrees 04 minutes 05 seconds East); thence North 26 degrees 34 minutes 48 seconds West 124.47 feet; thence North 48 degrees 05 minutes 04 seconds West 591.03 feet to the Easterly line of Parcel N-7A-22A of condemnation 70L736; thence South 36 degrees 59 minutes 50 seconds West along said Easterly line 125.16 feet; thence continue South 16 degrees 16 minutes 33 seconds West along said Easterly line 333.59 feet to the South line of the Southeast quarter of Section 16 aforesaid; thence North 89 degrees 59 minutes 01 seconds West along said South line 18.84 feet to the East line of Arlington Heights Road; thence South 8 degrees 8 minutes 29 seconds West along said East line 234.16 feet to the point of beginning, in Cook County, Illinois.

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Schedule A-4 Page 2 No. H 582139

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EXHIBIT # 161856

2 of 2

PLAT OF SURVEY GREMLEY & BIEDERMANN INC.

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 16 AND PART OF THE NORTHEAST QUARTER OF SECTION 21, ALL IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY INTERSECTION OF THE NORTHERLY LINE OF NORTHWEST POINT ROAD AND THE EASTERLY LINE OF ARLINGTON HEIGHTS ROAD; THENCE SOUTH 32° 10' 14" EAST ALONG THE NORTHERLY LINE OF NORTHWEST POINT ROAD AFORESAID 11.83 FEET; THENCE SOUTH 81° 39' 00" EAST ALONG SAID NORTHERLY LINE 150.16 FEET TO A POINT OF CURVATURE; THENCE CONTINUE EASTERLY ALONG SAID NORTHERLY LINE BEING AN ARC OF A CIRCLE CONVEX NORTHERLY AND HAVING A RADIUS OF 638.0 FEET FOR A DISTANCE OF 80.28 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUE EASTERLY ALONG SAID NORTHERLY LINE BEING AN ARC OF A CIRCLE CONVEX NORTHERLY AND HAVING A RADIUS OF 466.68 FEET FOR A DISTANCE OF 43.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 70° 47' 22" EAST ALONG SAID NORTHERLY LINE 159.02 FEET; THENCE SOUTH 72° 13' 20" EAST ALONG SAID NORTHERLY LINE 79.46 FEET; THENCE NORTH 17° 46' 40" EAST 62.99 FEET TO A POINT IN AN ARC OF A CIRCLE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE CONVEX WESTERLY AND HAVING A RADIUS OF 76.72 FEET FOR A DISTANCE OF 99.94 FEET (THE CHORD OF SAID ARC BEARING NORTH 7° 28' 53" EAST) TO A POINT OF REVERSE CURVE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE CONVEX EASTERLY AND HAVING A RADIUS OF 70.74 FEET FOR A DISTANCE OF 25.31 FEET (THE CHORD OF SAID ARC BEARING NORTH 34° 32' 54" EAST) TO A POINT; THENCE NORTH 26° 50' 56" EAST 92.52 FEET TO A POINT IN AN ARC OF A CIRCLE; THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 78.0 FEET FOR A DISTANCE OF 92.60 FEET (THE CHORD OF SAID ARC BEARING NORTH 43° 03' 55" EAST) TO A POINT OF COMPOUND CURVE; THENCE EASTERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHERLY AND HAVING A RADIUS OF 110.72 FEET FOR A DISTANCE OF 59.86 FEET (THE CHORD OF SAID ARC BEARING SOUTH 87° 04' 05" EAST); THENCE NORTH 26° 34' 40" WEST 124.47 FEET; THENCE NORTH 48° 05' 04" WEST 591.03 FEET TO THE EASTERLY LINE OF PARCEL N-7A-22A OF CONDEMNATION 201736; THENCE SOUTH 36° 59' 50" WEST ALONG SAID EASTERLY LINE 125.16 FEET; THENCE CONTINUE SOUTH 16° 16' 33" WEST ALONG SAID EASTERLY LINE 333.59 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 16 AFORESAID; THENCE NORTH 89° 59' 01" WEST ALONG SAID SOUTH LINE 18.84 FEET TO THE EAST LINE OF ARLINGTON HEIGHTS ROAD; THENCE SOUTH 8° 8' 29" WEST ALONG SAID EAST LINE 234.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO BEING DESCRIBED AS:

LOT 1 IN NORTHWEST POINT SUBDIVISION UNIT 1 BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 16 AND PART OF THE NORTHEAST QUARTER OF SECTION 21, ALL IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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