

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made
this 23rd day of February, 1998 by and between Edward J. Manly and Linda Manly, licensor
(hereinafter collectively referred to as "Manly") and Konrad K. Kothmann and Margaret M.
Kothmann, licensee (hereinafter collectively referred to as "Kothmann").

WITNESSETH:

WHEREAS, Manly is the owner of a parcel of land commonly known as 933 Elmwood,
Wilmette, Illinois, and legally described on Exhibit A attached hereto (hereinafter referred to as the
"Manly Property");

WHEREAS, Kothmann is the owner of the property commonly known as 1018 10th Street,
Wilmette, Illinois, and legally described on Exhibit B attached hereto (hereinafter referred to as the
"Kothmann Property");

WHEREAS, since there is no direct line to the Village of Wilmette sewer system from the
Kothmann Property, the sewer line from the Kothmann Property ties into the sewer line of the Manly
Property;

WHEREAS, Manly wishes to grant and Kothmann wishes to receive, a non-exclusive license
to utilize the sewer line on the Manly Property solely for the purpose of disposing of sewage from
the Kothmann Property to the Village of Wilmette sewer system.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sum
of Ten Dollars (\$10) in hand paid by Kothmann to Manly, and for other good and valuable
consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree
as follows:

1. **Incorporation of Recitals**. The above recitals are incorporated herein and made a
part of this License Agreement.

Handwritten signature/initials

2. **Grant of License.** Manly hereby grants to Kothmann, a non-exclusive license (the "license") to utilize the Manly Property solely for the purpose of tying into the sewer line located on the Manly Property and disposing of sewage from the Kothmann Property to the Village of Wilmette sewer system.

3. **Term of License.** The license granted hereunder shall commence on the date hereof, and terminate 50 years hereafter.

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

5. **Transfer by Manly.** Manly may at any time, in their sole discretion, assign their rights hereunder or transfer the Manly Property or any interest therein. Upon any such transfer, the obligation of Manly under this Agreement shall automatically terminate, and Manly's assignee, transferee or grantee shall be deemed to have assumed and be bound by the obligations of Manly under this Agreement.

6. **Maintenance of Sewer Line.** During the term of this license, Manly shall maintain the sewer line used jointly by Kothmann and Manly in good condition and repair. Kothmann agrees to pay one-third of the cost of any such maintenance or repair on the portion of the sewer line on the Manly Property which is used jointly by Kothmann and Manly. For the portion of the sewer line used exclusively by Kothmann and located on the Manly Property, Kothmann agrees to be solely responsible for such repair and maintenance. Manly grants Kothmann and Kothmann's agents a license for access to the Manly Property, upon reasonable notice to Manly, for the purpose of repairs and maintenance. Kothmann shall indemnify and hold Manly harmless from any loss, damage, causes of action or liability resulting from such access and further agrees to repair and restore any landscaping or property damaged as a result thereof.

7. **Transfer by Kothmann.** Kothmann may transfer or assign its rights hereunder or transfer or convey the Kothmann Property. Upon any such assignment, transfer or conveyance, the liability of Kothmann under this Agreement shall automatically terminate and Kothmann's assignee, transferee or grantee shall be deemed to have assumed and been bound by the obligations of Kothmann under this Agreement.

8. **No Liens.** Manly shall not permit any type of lien to be filed against Manly, the Manly Property or the sewer line thereon to the extent that such lien interfered with or potentially could

interfere with Kothmann's use of the sewer line. In the event any lien is filed against the Manly Property or the sewer line, Kothmann shall have the right, but not the obligation, to cause such lien to be released and Manly shall pay on demand all of Kothmann's cost in connection therewith.

9. **Breach.** If either Kothmann or Manly breaches any provision of this Agreement and fails to cure any such breach within thirty (30) days after written notice thereof, in addition to any other right or remedy available at law or in equity, the non-breaching party shall have the right, but not the obligation, to cure any such breach and the breaching party agrees to reimburse the non-breaching party for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to nine percent (9%) from and after the date of the non-breaching party's demand therefore until the non-breaching party's receipt of full payment therefor.

10. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows


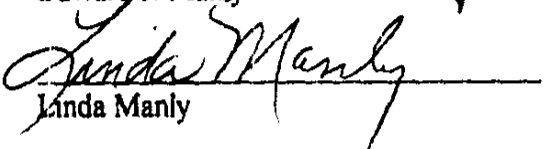
If to Manly:
Edward and Linda Manly
933 Elmwood
Wilmette, Illinois 60091

If to Kothmann:
Konrad and Margaret Kothmann
1018 10th Street
Wilmette, Illinois 60091

With a copy to:
Scott L. David, Esq.
Kamensky & Rubinstein
7250 North Cicero Avenue
Suite 200
Lincolnwood, Illinois 60646

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

MANLY:


Edward J. Manly

Linda Manly

KOTHMANN:

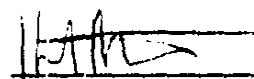


Konrad K. Kothmann

Margaret M. Kothmann

EXHIBIT A

LEGAL DESCRIPTION

THE NORTH 130 FEET OF LOT 8 AND THE EAST 10 FEET OF THAT PART OF LOT 8 SOUTH OF SAID NORTH 130 FEET IN BLOCK 2 IN GREENLEAF'S RESUBDIVISION OF BLOCKS 29, 30, 31, 32, 33, AND 34 IN THE VILLAGE OF WILMETTE IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 05-27-415-002-0000

Common Address: 933 Elmwood, Wilmette, Illinois 60091

Property of Cook County Clerk's Office

EXHIBIT B

LEGAL DESCRIPTION

THE SOUTH 56.67 FEET OF LOTS 8 AND 9 (EXCEPT THE EAST 10 FEET OF THE SOUTH 56.67 FEET OF SAID LOT 8 IN BLOCK 2 IN THE RESUBDIVISION OF BLOCKS 29, 30, 31, 32, 33 AND 34 IN SECTION 27, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.: 05-27-415-003

Common Address: 1018 10th Street, Wilmette, Illinois 60091

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, SCOTT L DAVID, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward J. Manly and Linda Manly personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 23rd day of FEBRUARY, 1998.



Scott L. David
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, SCOTT L DAVID, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Konrad K. Kothmann and Margaret M. Kothmann personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 23rd day of FEBRUARY, 1998.



Scott L. David
Notary Public

This document was prepared by and after recording mail to: Paula C. Maggio, Kamensky & Rubinstein, 7250 North Cicero, Suite 200, Lincolnwood, Illinois 60646