

# UNOFFICIAL COPY

Prepared by/  
Return to:  
Elka Geller  
Nelson & Associates, LLC  
20 N. Clark St.  
Chicago, IL 60602



Doc#: 0427144081  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 09/27/2004 01:42 PM Pg: 1 of 5

## LICENSE AGREEMENT

This license agreement is made the 26th day of August, 2004, by and between Oz Park Townhomes and Condominiums, LLC (hereinafter "Oz Park") and Jeffrey L. Davis (hereinafter "Davis");

Whereas, Oz Park is the owner of property legally described as follows:

A parcel of land being a part of the following described tract:

Lot 11 (except the North 10 feet thereof) and Lots 12, 13, 14, 15, 16 and 17 in Block 1 of Julia Foster Porter's subdivision of Block 27 of Canal Trustees' subdivision of part of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian,

Also

Lot "A" of the consolidation of Lots 4, 5, 6 and the South 22 feet of Lot 1 in the subdivision of Lots 1 and 2 and the North 10 feet of Lot 11 in Block 1 of Julia Foster Porter's subdivision, aforesaid, all in Cook County, Illinois, said parcel being described as follows:

Commencing at the Northeast corner of said tract; thence due South along the East line of said tract 158.73 feet; thence South 80 degrees 00 minutes West, 21.81 feet to the place of beginning; continuing thence South 80 degrees 00 minutes West, 9.67 feet; thence North 10 degrees 00 minutes West, 17.83 feet; thence South 80 degrees 00 minutes West, 8.58 feet; thence South 77 degrees 21 minutes 23 seconds East, 3.25 feet; thence North 10 degrees 00 minutes West, 2.00 feet; thence North 80 degrees 00 minutes East, 17.00 feet; thence South 10 degrees 00 minutes East, 5.00 feet; thence South 80 degrees 00 minutes West, 0.42 of a foot; thence South 10 degrees 00 minutes East, 38.75 feet to the place of beginning, in Cook County, Illinois.

PIN: 14-33-128-063

(common address: 2062 N. Larrabee, Chicago, Illinois 60614)

Hereinafter referred to as "Parcel One."

Whereas, Jeffrey L. Davis is the owner of property legally described as follows:

#5

See exhibit  
B  
Attached

8/26/04  
10:55 AM

BOX 16

1

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A parcel of land being a part of the following described tract:

Lot 11 (except the North 10 feet thereof) and Lots 12, 13, 14, 15, 16 and 17 in Block 1 of Julia Foster Porter's subdivision of Block 27 of Canal Trustees' subdivision of part of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian,

Also

Lot "A" of the consolidation of Lots 4, 5, 6 and the South 22 feet of Lot 1 in the subdivision of Lots 1 and 2 and the North 10 feet of Lot 11 in Block 1 of Julia Foster Porter's subdivision, aforesaid, all in Cook County, Illinois, said parcel being described as follows:

Commencing at the Northeast corner of said tract, thence due South along the East line of said tract 81.89 feet to the place of beginning; continuing thence South on said East line 27.33 feet; thence South 80 degrees 00 minutes 30.40 feet; thence North 10 degrees 00 minutes West, 26.92 feet; thence North 80 degrees 00 minutes East, 35.14 feet to the place of beginning, in Cook County, Illinois.

PIN: 14-33-128-062

(common address: 2064 N. Larrabee, Chicago, Illinois 60614)

Hereinafter referred to as "Parcel Two."

Whereas, Davis's Utility shed (hereinafter "utility shed") and air conditioning unit (hereinafter "air conditioning unit") are located wholly within Parcel One, as shown on the survey, dated September 22, 2003, by B. H. Suhr and Company, Inc. (hereinafter "Survey"), the relevant portion of which is attached hereto as Exhibit A;

Therefore, in consideration of one dollar and for the mutual promises and agreements hereinafter contracted, it is agreed as follows:

- 1) Oz Park hereby grants to Davis a license for the use, maintenance, and repair of the Utility shed and air conditioning unit, and full right of ingress and egress thereto, at their present location as shown on the Survey;
- 2) Oz Park and Davis agree that this grant is for the use, maintenance, and repair of said utility shed and air conditioning unit and is given to Davis at the discretion of Oz Park and shall in no way be construed as giving Davis a real property interest in Parcel One;
- 3) Oz Park shall not be responsible for any maintenance, repair, upkeep, or liability because of said utility shed or air conditioning unit, and Davis agrees to indemnify and hold Oz Park harmless from any loss occasioned by said utility shed and air conditioning unit being located on Parcel One and by Davis's exercise of his rights and privileges hereunder, including any loss arising or growing out of any damage or injury caused by the negligence of Davis;
- 4) Davis agrees that if said utility shed or air conditioning unit are ever destroyed or are in a state of disrepair by more than fifty percent, or otherwise have to be replaced, except in the course of

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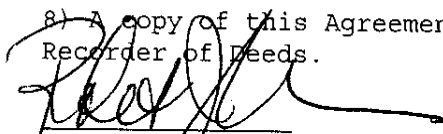
ordinary and reasonable maintenance thereof, then the utility shed or air conditioning unit will be removed from Parcel One, whereupon this license will automatically terminate and be of no further force and effect.;

5) Davis agrees that if the utility shed or air conditioning unit are ever removed from Parcel One for any reason except the ordinary and reasonable maintenance thereof (for example, a voluntary removal for aesthetic reasons), this license will automatically terminate and be of no further force and effect.;

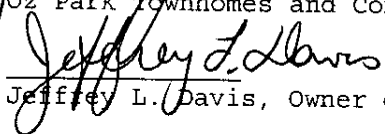
6) This license may be enforced (i) by Oz Park or any party that is the lawful successor in interest to Oz Park and that at the time of enforcement has a fee interest in Parcel One and (ii) by Davis or any party that is the lawful successor in interest to Davis and at the time of enforcement has a fee interest in Parcel Two.

7) This Agreement shall be governed by the law of the State of Illinois. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected but shall be enforced to the extent permitted by law. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. This Agreement may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding agreement.

8) A copy of this Agreement shall be recorded with the Cook County Recorder of Deeds.



Oz Park Townhomes and Condominiums, LLC, Owner of Parcel One

  
Jeffrey L. Davis, Owner of Parcel Two

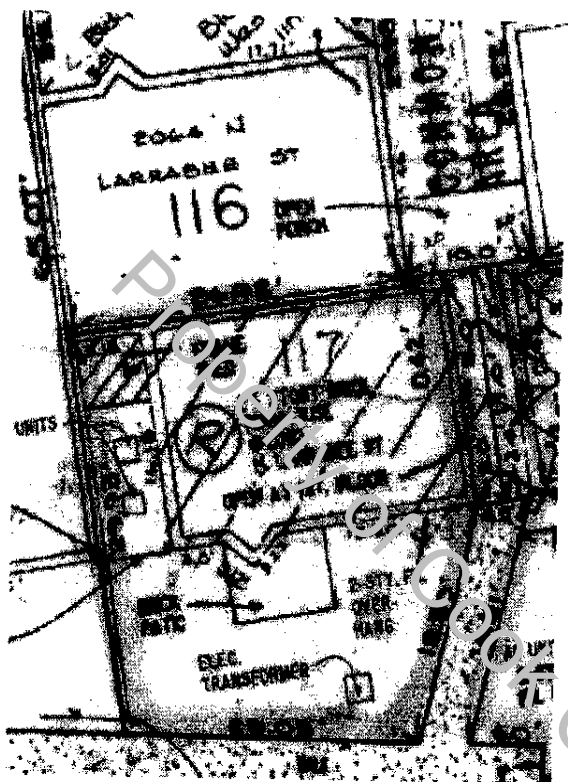
**OFFICIAL SEAL**  
Elis Nelson  
Notary Public, State of Illinois

5/14/05

*Donna Lee 8/26/04*  
**OFFICIAL SEAL**  
**DONNA LEE**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 11/28/06

# UNOFFICIAL COPY

Exhibit A



County Clerk's Office

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## TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000551448 CH  
 STREET ADDRESS: 2062 N. LARRABEE  
 CITY: CHICAGO COUNTY: COOK COUNTY  
 TAX NUMBER: 14-33-128-063-0000

## LEGAL DESCRIPTION:

## PARCEL 1:

A PARCEL OF LAND BEING PART OF THE FOLLOWING DESCRIBED TRACT:

LOT 11 (EXCEPT THE NORTH 10 FEET THEREOF) AND LOTS 12, 13, 14, 15, 16 AND 17 IN BLOCK 1 OF JULIA FOSTER PORTER'S SUBDIVISION OF BLOCK 27 OF CANAL TRUSTEES' SUBDIVISION OF PART OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

## ALSO

LOT 1 (EXCEPT THE SOUTH 22 FEET THEREOF) AND LOTS 2, 3 AND 7 IN THE SUBDIVISION OF LOTS 1 AND 2 AND THE NORTH 10 FEET OF LOT 11 IN BLOCK 1 OF JULIA FOSTER PORTER'S SUBDIVISION OF BLOCK 27 OF CANAL TRUSTEES' SUBDIVISION, AFORESAID.

## ALSO

LOT "A" OF THE CONSOLIDATION OF LOTS 4, 5, 6 AND THE SOUTH 22 FEET OF LOT 1 IN THE SUBDIVISION OF LOTS 1 AND 2 AND THE NORTH 10 FEET OF LOT 11 IN BLOCK 1 OF JULIA FOSTER PORTER'S SUBDIVISION, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

SAID PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE DUE SOUTH ALONG THE EAST LINE OF SAID TRACT, 81.89 FEET; THENCE SOUTH 80 DEGREES 00 MINUTES WEST, 35.14 FEET TO THE PLACE OF BEGINNING; CONTINUING THENCE SOUTH 80 DEGREES 00 MINUTES WEST, 29.93 FEET; THENCE DUE SOUTH, 23.03 FEET; THENCE SOUTH 77 DEGREES 21 MINUTES 23 SECONDS EAST, 18.80 FEET; THENCE SOUTH 10 DEGREES 00 MINUTES EAST, 2.00 FEET; THENCE NORTH 80 DEGREES 00 MINUTES EAST, 17.00 FEET; THENCE NORTH 10 DEGREES 00 MINUTES WEST, 5.00 FEET; THENCE SOUTH 80 DEGREES 00 MINUTES WEST, 0.42 OF A FOOT; THENCE NORTH 10 DEGREES 00 MINUTES WEST, 26.92 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

EASEMENTS FOR THE BENEFIT OF THE ABOVE DESCRIBED PARCEL AS SET FORTH IN THE DECLARATION OF COVENANTS AND EASEMENTS, AND AS SHOWN ON PLAT ATTACHED THERETO, DATED AUGUST 10, 1971 AND RECORDED SEPTEMBER 17, 1971 AS DOCUMENT NO. 21625497 AND FILED AS DOCUMENT NO. LR2581839 AND CREATED BY DEED FROM WALPOLE POINT ASSOCIATES L.L.C. ET AL TO OZ PARK TOWNHOMES AND CONDOMINIUMS LLC RECORDED APRIL 13, 2004 AS DOCUMENT NOS. 0410441252 THROUGH 0410441259, BOTH INCLUSIVE.