



Doc#: 0831841210 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/13/2008 03:15 PM Pg: 1 of 3

## LICENSE AGREEMENT

This Agreement is made  
this 7th day of  
November, by and  
between Glen T. Fullmer  
and Azadeh Fullmer,  
his wife, (hereinafter  
collectively referred to  
as Owners of Parcel I);  
and Andrew Causey,  
(hereinafter referred to  
as Owner of Parcel II and  
the Licensee).

## RECITALS

A. WHEREAS, Parcel I is commonly known as 1612 Madison Street,  
Evanston, Illinois 60202; and legally described as:

Lot 12 in Block 4 in Weber's Madison Street Addition to  
South Evanston, being a Subdivision of the North 1/2 of the South 1/2  
of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 41  
North, Range 13, East of the Third Principal Meridian, in Cook County,  
Illinois.

Permanent Index Real Estate Number: 10-24-409-012-0000.

B. WHEREAS, Parcel II is commonly known as 1614 Madison Street,  
Evanston, Illinois 60202; and legally described as:

Lot 11 in Block 4 in Weber's Madison Street Addition to  
South Evanston, being a Subdivision of the North 1/2 of the South 1/2  
of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 41  
North, Range 13, East of the Third Principal Meridian, in Cook County,  
Illinois.

Permanent Index Real Estate Number: 10-24-409-011-0000.

C. WHEREAS, there presently exists a concrete brick patio  
approximately one-half of which is located within Parcel II and  
approximately one-half of which encroaches over the West line of  
Parcel I.

D. WHEREAS, The aforementioned Encroachment is more  
specifically shown on an updated Plat of Survey dated October 16,  
2008, prepared by Professionals Associated Survey, Inc., under  
order 07-78627, a copy of which Plat of Survey is attached hereto  
and made a part hereof as Exhibit 'A'.

This instrument was prepared by John A. Keating, Suite 311, 1007  
Church Street, Evanston, Illinois 60201

CENTENNIAL TITLE INCORPORATED

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201 343  
Dg

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E. WHEREAS: The Parties hereto are desirous of having this License Agreement establish for themselves and for their respective successors and assigns, the rights and responsibilities regarding the aforementioned Encroachment.

NOW THEREFORE, in consideration of Ten & No/100ths Dollars, and of the promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, as the Owners of the above described Parcels of Real Estate, agree as follows:

1. The Owners of Parcel I hereby give the Owner of Parcel II, (the Licensee), and his successors and assigns, a limited license to enter upon Parcel I for the limited purposes of using the portion of the above mentioned concrete brick patio that encroaches onto Parcel I and the right to maintain and repair that portion of the concrete brick patio that encroaches onto Parcel I provided that said Encroachment is not enlarged.

2. The right, privilege and permission given in Paragraph 1 above to the Licensee is given as an accommodation to him and he acknowledges that neither he nor his successors or assigns have or will acquire title to any portion of Parcel I by reason of adverse possession, operation of law, equitable claim or otherwise; and he acknowledges on his behalf and on behalf of his successors assigns that the City of Evanston requires that the aforementioned encroachment will have to be removed in order for the Owners of Parcel I or their successors and assigns to be able to build on said Parcel I.

3. Licensee agrees for himself and for his successors and assigns that the right, privilege and permission given in Paragraph 1 above will terminate at the expiration of sixty (60) days after the giving of written notice from the Owners of Parcel I or from their successors or assigns that the right, privilege and permission given in Paragraph 1 above has been revoked; and that the Owners of Parcel I and their successors and assigns will be empowered remove the above mentioned portion of the concrete brick patio that encroaches onto Parcel I. Said written notice may be served personally or by registered or certified mail, return receipt requested to the Licensee at 1614 Madison Street, Evanston, Illinois 60202; or to any other Owner of said Parcel II.

4. Licensee agrees for himself and for his successors and assigns to hold the Owners of Parcel I and their successors and assigns, harmless from any and all liability for personal injury or property damage resulting in any way from the Licensee, or his invitees, guests and agents using that portion of the aforementioned concrete brick patio that encroaches onto Parcel I.

# UNOFFICIAL COPY

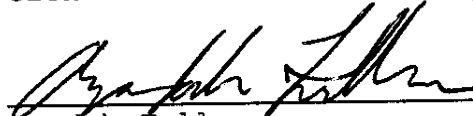
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The covenants and agreements contained herein shall run with both of the above described Parcels of Real Estate and the covenants and agreements shall inure to the benefit and shall be binding upon the parties hereto, their successors and assigns and on the future owners, mortgagees and on any other persons having any interests in the above Parcels of Real Estate or any portion thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement as of this 7th day of November, 2008.

Owners of Parcel I:

  
Glen T. Fullmer

  
Azadeh Fullmer

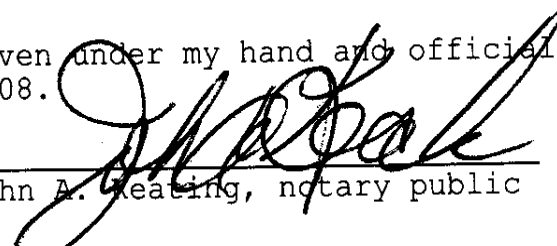
Owner of Parcel II, (and the Licensee)

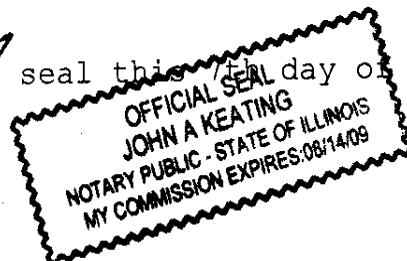
  
Andrew Causey

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, THE UNDERSIGNED, A Notary Public in and for said County in the State of Illinois, DOES HEREBY CERTIFY that Glen T. Fullmer and Azadeh Fullmer, his wife; and Andrew Causey, 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 acts, for the uses and purposes therein set forth.

Given under my hand and official seal this 7th day of November, 2008.

  
John A. Keating, notary public



After recording this License Agreement the recorded document should be mailed to John A. Keating, Suite 311, 1007 Church Street, Evanston, Illinois 60201.