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This instrument prepared by
and after recording return by
mail to:

Steinberg & Steinberg, Ltd.
Attorneys at Law
111 W. Washington St. Suite 1421
Chicago, IL. 60602



Doc#: 1003922039 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/08/2010 01:03 PM Pg: 1 of 10

LICENSE AGREEMENT

LICENSOR: TWO EAST OAK CONDOMINIUM ASSOCIATION, an Illinois not-for profit corporation.

LICENSEE: CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee of American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated January 25, 1990 known as Trust No. 124819-09 and Its Successors and Assigns as Unit Owner of Unit 3802 of the Two East Oak Condominium.

PARCEL BENEFITTED: Unit 3802, Two East Oak St., Chicago, IL
P.I.N. 17-03-203 009-1062

LICENSE PARCEL: Common Element airspace shaft located immediately above the entrance portion of Unit 3802, as more particularly described in the Legal Description Rider attached hereto as Exhibit A and the survey exhibit attached as Exhibit B.

DATE OF AGREEMENT: December 1, 2009

WHEREAS, LICENSOR is the association of unit Owners for the Two East Oak Condominium (the "Association") pursuant to that certain Declaration of Condominium ("Declaration") recorded in the Office of Recorder of Deeds as Cook County, Illinois Document Number 25035273, as amended, with plat of survey attached.

WHEREAS, LICENSEE is the Unit Owner of Record of Unit 3802 of said condominium.

WHEREAS, the common elements of the condominium are owned by all of the unit owners of the condominium in accordance with their respective percentages of

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ownership interest as tenants-in-common as set forth in the Declaration; and the Association acting by and through its Board of Directors is responsible for administering, preserving and maintaining the common elements.

WHEREAS the land trust beneficiary of LICENSEE previously removed, without the consent of LICENSOR, the unit boundary drywall ceiling of Unit 3802 above the entrance area of the Unit; and installed a raised ceiling resulting in an improper occupancy of the common element airspace shaft immediately above the unit boundary line, all as more particularly described in the legal description rider attached as Exhibit A and survey exhibit attached as Exhibit B, and sometimes hereafter referred to as the "License Parcel."

WHEREAS, the Association acting by and through its board of directors has a duty to maintain and legally preserve unit boundaries and title to the condominium common elements owned by all of the units, including prevention of acquisition by adverse possession.

WHEREAS, the Board of Directors has standing to act on behalf of the Unit Owner(s) of the Association pursuant to Section 9.1(b) of the Illinois Condominium Property Act and pursuant to § 22(b) of the Declaration of Condominium, the Association, through vote of its Board of Directors (the "Board"), may grant licenses with respect to use of the common elements of the Property;

WHEREAS, the Board of Directors of LICENSOR has determined that granting a license to LICENSEE will not unreasonably interfere with the use or enjoyment of the Common Elements by any other Unit Owner; will preserve the unit boundaries and legal

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title to the common elements in all of the unit owners; and that the grant of this license on the terms set forth herein is in the best interests of the Association;

NOW THEREFORE, for and in consideration of Ten and no/100 Dollars and other good and valuable consideration paid and to be paid by LICENSEE to LICENSOR, the receipt of which is hereby acknowledged, and the mutual promises herein contained, the parties agree as follows:

1. GRANT OF LICENSE: LICENSOR hereby grants to LICENSEE and his, her, its successors and assigns, including the beneficiar(ies) of LICENSEE if a trustee, as the Unit Owner(s) of record of Unit 3802, a revocable exclusive license to use the License Parcel on the terms herein provided.

2. LICENSE FEE. LICENSEE (or its beneficiar(ies) if a land trust) shall pay to LICENSOR a monthly license fee in the amount of Five (5%) Per Cent of the-regular monthly condominium assessment for Unit 3802. As used herein "regular monthly assessment" means the unit's proportionate share of condominium common expense under the annual budget in effect and being assessed to all of the units and payable monthly; and expressly does not include any separately assessed additional "special assessment." Said License Fee shall be billed by LICENSOR monthly as an additional condominium charge for the unit, and shall be timely paid by LICENSEE with all other assessments and condominium charges for the unit when due monthly. If not so paid, LICENSOR shall have the same rights and remedies to collect the License Fee as if otherwise a proportionate share of condominium common expense or "lawfully agreed upon charge" for unit under the Declaration of Condominium and applicable Illinois statutes.

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3. LICENSE IS MUTUALLY REVOCABLE. This License is revocable by action of the Board of Directors of the Association in its sole discretion at any time, with or without cause, in which event LICENSOR shall restore the condominium boundary ceiling to its previous condition to the reasonable satisfaction of LICENSOR at the sole cost and expense of LICENSEE; and is also revocable by LICENSEE upon such restoration at its sole cost and expense.

4. LICENSE TO CONTINUE IN EFFECT, INCLUDING TO SUBSEQUENT UNIT OWNER(S) UNLESS REVOKED BY RECORDED REVOCATION: It is the intent of LICENSOR that the privileges and duties of LICENSEE arising out of this License shall continue in effect until such time as the Board of Directors of the Association revokes this License by recording a written Revocation of License Agreement, after revocation of this License.

5. MAINTENANCE. The Unit Owner(s) of Unit 3802 shall hereafter be solely responsible for the maintenance and repair of the ceiling located above the living room of Unit 3802. The Association shall not incur any liability for any damage or injury caused as a result of the failure by the Unit Owner(s) of Unit 3802 to maintain, repair or replace the raised ceiling creating the License Parcel.

6. INDEMNITY. The Unit Owner(s) of Unit 3802 shall defend, indemnify and hold harmless the Association and its Board of Directors from and against (a) any damage to any part of the Common Elements or any unit, directly or indirectly caused by the removal of the original ceiling and installation of the current ceiling forming the top portion of the License Parcel, (b) any claim or demand by the City of Chicago or its departments arising out of said work or future work on the License Parcel, including any

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failure of the Unit Owner(s) of Unit 3802 to comply with any applicable building or zoning laws or ordinances; (c) any claim or demand by any person or persons or entities, whether unit Owner(s), guests or invitees for personal injury or property damage of any nature or description whatsoever, arising directly or indirectly from use and operation of the License Parcel. In the event any such suit, claim or demand is made upon LICENSOR, LICENSEE (or its beneficiary if a land trust) shall pay in full or otherwise satisfy any and all such suits, claims or demands upon ten (10) days written notice by the Association. In evaluating such claims or demands the Board shall act reasonably and in good faith. If LICENSEE (or its beneficiary if a land trust) fails to promptly pay such claims, the Board may make such payment and then recover said sum from LICENSEE. LICENSOR and its Board of Directors shall have all rights and remedies for enforcing this Agreement as provided under the Declaration of Condominium and the Illinois Condominium Property Act for unit owner default, including the full cost of defense by the Association, and recovery of reasonable attorneys' fees, court costs and other costs.

7. LIENS: If any claim for mechanic's lien or any other lien is caused or created by LICENSEE or its beneficiary, or anyone claiming by through or thereunder, including any subcontractor, arising out of any work authorized by the Unit Owner(s) of Unit 3802 upon the License Parcel, LICENSEE shall either cause the same to be discharged of record within thirty (30) days after the date LICENSOR OR LICENSEE receives notice of the filing of the lien. At LICENSOR'S option, if LICENSEE desires to contest such a lien, LICENSEE shall furnish collateral security to LICENSOR sufficient in its sole judgment, in order to defend, indemnify and hold LICENSOR and all of its unit owners wholly harmless against any such lien claim.

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8. REMOVAL OF CEILING UPON NOTICE OF REVOCATION AND REPLACEMENT OF CEILING IN THE ORIGINAL LOCATION OF THE UPPERMOST BOUNDARY OF UNIT 3802: Upon revocation of this License, LICENSEE (or its beneficiary if a land trust) at his/her/its sole cost and expense, shall promptly restore the subject area to its original condition, and repair or replace any portions of the Common Element area damaged as a result of the installation of the current ceiling. If the Owner(s) fail to complete this restoration within forty-five (45) days after direction from the Board of Directors, upon ten (10) days' notice to the Owner(s), the Association may complete the restoration and charge the costs and expenses thereof to the Owner(s). The costs and expenses incurred by the Association for restoring the Common Element area shall become a continuing lien against Unit 3802 until paid.

9. AMENDMENTS: Any amendments to this License must be in writing, and must be signed by both the LICENSOR and LICENSEE.


10. LICENSE NOT TO BE CONSTRUED AGAINST DRAFTERS OF THIS AGREEMENT: This License and the provisions herein will not be construed against the drafters of this License.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and date above written.

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LICENSOR:

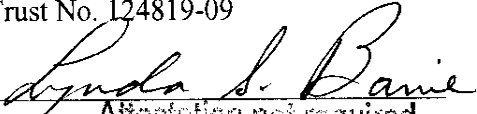
TWO EAST OAK
CONDOMINIUM ASSOCIATION,
an Illinois not-for-profit corporation

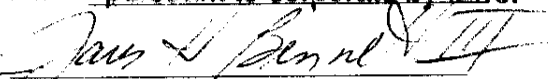
By: 
Domingo Such, President

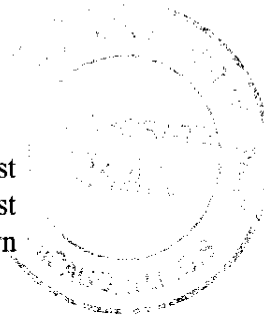
Attest: 
Secretary

LICENSEE:

CHICAGO TITLE LAND TRUST
COMPANY, as Successor Trustee of
American National Bank and Trust
Company of Chicago as Trustee under Trust
Agreement dated January 25, 1999, known
as Trust No. 124819-09

By: 
Attestation not required

Attest: pursuant to corporate by-laws.

James H. Bennett III, current beneficiary



ATTACHED EXHIBIT IS SUBJECT TO RECORD GRANTED HEREIN

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It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Proposed Cook County Clerk's Office

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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Domingo Such, personally known by me to be the President of TWO EAST OAK CONDOMINIUM ASSOCIATION, an Illinois corporation, and Renee Lewis, personally known to me to be the Secretary, whose names are subscribed to the foregoing instrument in said capacities, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of the said corporation for the uses and purposes therein set forth.

Dated: February 8, 2010

Meghann K Murphy
Notary Public



STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that LYNDA S. BARRIE and ASST. VICE PRESIDENT, personally known by me to be the _____ and _____ of CHICAGO TITLE LAND TRUST COMPANY, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Company, for the uses and purposes therein set forth; and the also did then and there acknowledge that he/she is the custodian of the corporate seal of said Company did affix the said corporate seal of said Company to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Dated: JAN 15 2010

Patricia L. Alvarez
Notary Public

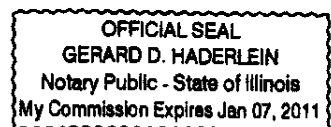


STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that JAMES H. BENNETT III personally known by me, whose name(s) are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

Dated: Jan 15 2010

Gerard D. Haderlein
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION RIDER

Unit No. 3802 in the Two East Oak Condominium, as Delineated on a Survey of the Following Described Real Estate:

Part of Block 6 in the Subdivision by the Commissioners of the Illinois and Michigan Canal of the South Fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

which Survey is Attached as Exhibit 'A' to the Declaration of Condominium Recorded as Document 25035273 Together With Its Undivided Percentage Interest in the Common Elements.

Index #: 17-03-203-009-1062

Street Address: Two East Oak, Unit 3802, Chicago, IL 60611

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