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Doc#: 1011122020 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/21/2010 09:19 AM Pg: 1 of 7

PREPARED BY & AFTER
RECORDING RETURN TO:

Mitchell D. Pawlan, Esq.
PAWLAN LAW, LLC
1751 Lake Cook Road, Suite 400
Deerfield, IL 60015-5286
847-418-3447



LICENSE AGREEMENT

AGREEMENT is made this 30th day of October, 2009, by and between 16229 NEW AVENUE, LLC, an Illinois limited liability company ("Grantor") and ROLLING LANDSCAPES, INC. ("Grantee").

Recitals

WHEREAS, Grantor is the record title holder to the premises more commonly known as 16229 New Avenue, Lemont, Illinois and legally described as set forth in Exhibit A ("Lemont Property");

WHEREAS, Grantee leases the land and improvements from the property owners of the property commonly known as 16189 New Avenue, Lemont, Illinois and legally described as set forth in Exhibit B ("Culligan Property");

WHEREAS, Matthew C. Culligan and Roseanne F. Culligan are the record title holders for the Culligan Property ("Culligan Property Owners").

WHEREAS, Lemont Property and Culligan Property are adjacent to each other.

WHEREAS, Since Grantee's business is to perform landscaping services, the visual appeal of Lemont Property is of interest to Grantee.

WHEREAS, Grantee desires access to a portion of the Lemont Property ("Licensed Property") to perform certain landscaping services to enhance the visual appeal of the Culligan Property.

NOW THEREFORE, it is hereby agreed as follows:

1. Grantor hereby grants unto Grantee a revocable license allowing Grantee to access the Licensed Property to perform Landscaping Services. For purposes of this License Agreement, "Licensed Property" shall mean the 210 feet by 20 feet strip of Lemont Property as approximately represented by the shaded area in the survey attached as Exhibit C. "Landscaping Services" shall be limited to planting of non-poisonous bushes, flowers and vegetation. Grantee shall not install fixtures, including, but not limited to stonework or retaining walls without the prior written approval of Grantor. Upon termination of this License Agreement, at any time or at Grantor's request, Grantee shall remove, at Grantee's sole cost and expense, all bushes, flowers and vegetation from the Licensed Property and restore it to its original condition.

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2. This license shall not run with the land and is personal to Grantee. This License Agreement shall automatically terminate upon any transfer of the Lemont Property, Culligan Property, Grantee or if and when the Grantee ceases conducting business at the Culligan Property.

3. Irrespective of any provision to the contrary: this license and License Agreement may be terminated by any party upon tendering of notice to the other parties, without cause or any advance notice.

4. As consideration for Grantor entering into this License Agreement, Grantee agrees to perform the Landscaping Services on the Licensed Property without charge to Grantor and to pay a license fee of One Dollar and No/100 (\$1.00) per year, beginning on the date first written above and every year thereafter until terminated.

5. Grantee and Culligan Property Owners hereby acknowledge that the maintenance and use of the Licensed Property is by revocable license and by agreement hereof and expressly waive and release any right, title or interest it may have in the Lemont Property, legal or equitable, except as granted by the terms of this License Agreement.

6. Grantee hereby agrees to be solely responsible for the repair, maintenance and use of the Licensed Property and will indemnify and hold Grantor harmless from any acts or injuries which occur as a result of the use of the Licensed Property.

7. This License Agreement shall be binding upon the heirs, personal representatives, successor and assigns of the parties and shall be recorded in the Cook County Recorder of Deeds Office against each property.

8. Notice to Parties: Any notices provided for by this License Agreement shall be made in writing and deemed receipted (1) upon the actual delivery of the notice into the hands of the parties entitled thereto, or (2) upon the forwarding of the notice by overnight courier, delivery fees prepaid, signature release requested, as follows:

Grantor:

Mr. Leslie A. Dudek
Lemont Scrap Processing, Ltd.
16229 New Avenue
Lemont, Illinois 60439

Grantor and Culligan Property Owners:

Mr. Matthew C. Culligan
Rolling Landscapes, Inc.
16189 New Avenue
Lemont, Illinois 60439


9. This License Agreement shall be construed pursuant to the laws of the State of Illinois. The Circuit Court of Cook County, Illinois is the chosen exclusive forum for all disputes which the parties cannot resolve themselves. All parties consent and agree that Illinois courts shall have personal jurisdiction over them in respect to all disputes based hereon, or arising out of, under or in connection with this License Agreement and all parties agree to comply with all requirements necessary to grant jurisdiction in the courts of the State of Illinois located in Cook County. The non-prevailing party shall reimburse the prevailing party for all attorneys' fees, court costs and expenses that the prevailing party incurs in enforcing the terms and conditions of this License Agreement.

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10. Failure to insist upon strict compliance with any of the terms, provisions or covenants of this License Agreement shall not be deemed to be a waiver by such party of any such term, provision or covenant, nor shall any waiver nor relinquishment of any right or power under this License Agreement at any time be deemed to be a waiver or relinquishment of such right or power at any other time.

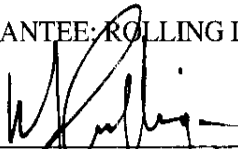
IN WITNESS WHEREOF, the parties hereto have signed this License Agreement on the date set forth below.

GRANTOR: 16229 NEW AVENUE, LLC



Leslie A. Dudek, Manager

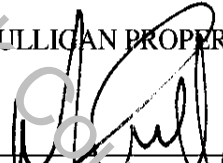
GRANTEE: ROLLING LANDSCAPES, INC.



By: Matt Culligan
Title: President

With respect to Paragraph 4:

CULLIGAN PROPERTY OWNER:



Matthew C. Culligan



Roseanne F. Culligan

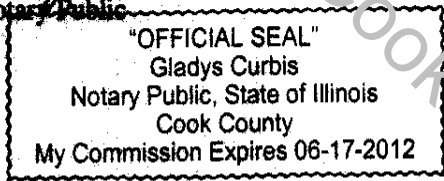
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State of Illinois)
County of _____) S.S.

I, the undersigned, a notary public in and for said County, in the aforesaid State, DO HEREBY CERTIFY that LESLIE A. DUDEK, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal this 20th day of January, 2010.

Gladys Curbis
Notary Public



State of Illinois)
County of _____) S.S.

I, the undersigned, a notary public in and for said County, in the aforesaid State, DO HEREBY CERTIFY that _____

is/are personally known to me to be the same person(s) whose name(s) is/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 a free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal this _____ day of _____, _____.

Notary Public

State of Illinois)
County of DuPage) S.S.

I, the undersigned, a notary public in and for said County, in the aforesaid State, DO HEREBY CERTIFY that MATTHEW C. CULLIGAN, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal this 20 day of January, 2010.

Jeanine Frances Sorn
Notary Public



State of Illinois)
County of DuPage) S.S.

I, the undersigned, a notary public in and for said County, in the aforesaid State, DO HEREBY CERTIFY that ROSEANNE F. CULLIGAN, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal this 20 day of January, 2010.

Jeanine Frances Sorn
Notary Public



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EXHIBIT A
LEGAL DESCRIPTION
(Lemont Property)

PIN: 22-19-400-029-0000

CENTER LINE 1:

LOT 9 IN COUNTY CLERK'S DIVISION OF SECTION 19 TOWNSHIP 37 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHEAST CORNER OF SAID LOT 9 ON THE NORTH LINE OF THE GULF, MOBILE AND OHIO RAILROAD AND THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, SAID POINT BEING 393.90 FEET NORTH OF THE SOUTH LINE OF SECTION 19; THENCE NORTHERLY 299.70 FEET TO A POINT ON SAID EAST LINE AND THE SOUTH LINE OF THE ILLINOIS AND MICHIGAN CANAL RESERVE STRIP; THENCE WESTERLY ALONG SAID SOUTH LINE OF THE ILLINOIS AND MICHIGAN CANAL RESERVE STRIP A DISTANCE OF 11.0 FEET; THENCE WESTERLY ON AN ARC CONVEX TO THE NORTH A DISTANCE OF 689.24 FEET ALONG THE SOUTHERLY LINE OF SAID RESERVE STRIP; THENCE 728.67 FEET SOUTHWESTERLY IN A STRAIGHT LINE ALONG THE SOUTH LINE OF RESERVE STRIP TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTHERLY 157.53 FEET ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 19 TO THE SOUTH LINE OF SAID SECTION 19; THENCE EASTERLY 489.0 FEET ON THE SOUTH LINE OF SECTION 19 TO A POINT ON THE NORTH LINE OF THE GULF, MOBILE AND OHIO RAILROAD; THENCE NORTHEASTERLY 215.97 FEET ON THE NORTH LINE OF SAID RAILROAD TO A POINT ON A CURVED CONVEX TO THE NORTHWEST, THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID RAILROAD ON AFOREMENTION CURVE A DISTANCE OF 680.83 FEET; THENCE NORTHEASTERLY 13.0 FEET TO A POINT OF BEGINNING CONTAINING 10.38 ACRES MORE OR LESS, EXCEPTING THE EAST 201.23 FEET OF LOT 9 OF COUNTY CLERK'S SUBDIVISION OF SECTION 19 TOWNSHIP 37 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING 66.00 FEET SOUTH OF THE SOUTH LINE OF THE ILLINOIS AND MICHIGAN CANAL RESERVE STRIP, IN COOK COUNTY, ILLINOIS,

PARCEL 2:

ALSO LOT 10 IN THE COUNTY CLERK'S DIVISION OF SECTION 19 TOWNSHIP 37 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE NORTHERLY 157.53 FEET ON THE EAST LINE OF THE SOUTHWEST 1/4 TO A POINT ON THE SOUTH LINE OF THE ILLINOIS AND MICHIGAN CANAL RESERVE STRIP; THENCE SOUTHWESTERLY 326.57 FEET ALONG THE SOUTH LINE OF SAID CANAL RESERVE STRIP TO A POINT ON THE SOUTH LINE OF SAID CANAL RESERVE STRIP TO A PNT ON THE SOUTH LINE OF SAID SECTION 19; THENCE EASTERLY 286.86 FEET ALONG THE SOUTH LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING CONTAINING 0.518 ACRES MORE OR LESS ALL IN COOK COUNTY, ILLINOIS

PROPOSED PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2, TAKEN AS A TRACT, AS CREATED BY ~ DATED ~ AND RECORDED ~ AS DOCUMENT ~ FROM ~ TO ~ FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

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EXHIBIT B
LEGAL DESCRIPTION
(Culligan Property)

PINs: 22-19-400-027-0000 and 22-19-400-009-0000

Parcel 1:

THE EAST 201.23 FEET OF LOT 9 IN COUNTY CLERK'S SUBDIVISION OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 66.00 FEET SOUTH OF AND CONCENTRIC WITH THE SOUTH LINE OF THE ILLINOIS AND MICHIGAN CANAL RESERVE IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 22-19-400-027

Parcel 2:

THAT PART OF THE WEST 30 FEET OF LOT 6 IN THE COUNTY CLERK'S SUBDIVISION OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF THE NORTH RIGHT-OF-WAY OF THE CHICAGO AND ALTON RAILROAD AND SOUTH OF THE RIGHT-OF-WAY LINE OF THE ILLINOIS AND MICHIGAN CANAL, EXCEPTING FROM ABOVE-DESCRIBED TRACT OF LAND, THE 90 FOOT ILLINOIS AND MICHIGAN CANAL RESERVE STRIP, AND SUBJECT TO A GRANT OF EASEMENT TO THE OWNERS OF LOT 9 IN SAID SUBDIVISION, AFFECTING THE NORTH 20' OF EVEN WIDTH OF SAID PARCEL 2.

Permanent Index Number: 22-19-400-009-0000

Parcel 3:

An easement for ingress and egress along and upon the following described real estate, to wit:
THAT PART OF LOT 9 IN COUNTY CLERK'S SUBDIVISION OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE WHICH IS 66.00 FEET SOUTHERLY OF AND CONCENTRIC WITH THE SOUTHERLY LINE OF THE ILLINOIS AND MICHIGAN CANAL RESERVE, AND EAST OF A LINE WHICH IS 12.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 9 FOR THE PURPOSES OF INGRESS AND EGRESS TO THE LAND NOW OWNED BY THE VILLAGE OF LEMONT AND KNOWN AS THE "ILLINOIS MICHIGAN CANAL PROPERTY," AND FOR THE BENEFIT OF THE LAND, THE RIGHT TITLE AND INTEREST IN AND TO SAID EASEMENT TO BE SPECIFICALLY RETAINED BY THE GRANTORS, ALL AS CREATED BY INSTRUMENT DATED JANUARY 18, 1973, RECORDED JANUARY 22, 1973 AS DOCUMENT NO. 22195045, AND SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN.

Permanent Index Number: Part of 22-19-400-029-0000

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EXHIBIT C SURVEY (Licensed Property)

