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Doc#: 1300813031 Fee: \$56.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/08/2013 11:29 AM Pg: 1 of 10

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this 7th day of January, 2013 between 840 North Lake Shore Drive Condominium Association, an Illinois not-for-profit corporation ("Licensor") and Kenneth A. Julian and Loretta N. Julian (collectively, "Licensee").

WHEREAS, the real estate described on Exhibit A hereto and commonly known as 840 N. Lake Shore Drive, Chicago, Cook County, Illinois was submitted to the Condominium Property Act of the State of Illinois pursuant to a Declaration of Condominium Ownership recorded in the office of the Recorder of Deeds of Cook County, Illinois on September 11, 2003 as Document Number 0325432161 (as amended, the "Declaration").

WHEREAS, Licensee is the owner of Unit 701 ("Unit 701") and Unit 702 ("Unit 702") in the 840 North Lake Shore Drive Condominium, 840 N. Lake Shore Drive, Chicago, Illinois (Unit 701 and Unit 702 being hereinafter sometimes referred to as the "Units").

WHEREAS, Licensee wishes to physically connect the Units into one single-family residence and, in connection therewith, Licensee has requested that the Board authorize Licensee to (a) remove the existing entry doors between the 7th floor Common Element hallway and the Units, (b) perform certain alterations to that approximately 29 square foot portion of the hallway between the Units depicted by shading on Exhibit A, which portion of the hallway is a common element of the Condominium (the "Licensed Area"), and (c) enclose within the Units, and thereafter have a license to make exclusive use of, the Licensed Area.

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

DAVID SUGAR
ARNSTEIN & LEHR LLP
120 S. RIVERSIDE PLAZA, STE 1200
CHICAGO, IL 60606

COMMON ADDRESS
840 N. Lake Shore Drive
Chicago, Illinois 60611

Units 701 and 702
PINs: 17-03-228-033-4017 (unit 701)
17-03-228-033-4018 (unit 702)

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WHEREAS, Licensor's Board of Directors (hereinafter sometimes referred to as the "Board") has the power and authority to lease, grant licenses or concessions with respect to portions of the Common Elements of the Association.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of License. During the continuance of this License Agreement, Licensor grants to Licensee a license (the "License") to occupy and have exclusive use of the Licensed Area, subject to all of the terms and conditions contained herein. The parties acknowledge that a license is hereby granted is Licensee, and not a lease or an easement.
2. License Fee. Licensee shall pay Licensor an annual license fee of Two Hundred Dollars (\$200.00) (a) upon Licensor's execution and delivery of this Agreement, and (2) on each anniversary of the date of this License Agreement for so long as this License Agreement remains in effect. Licensee shall not be obligated to pay any additional common expense assessments to Licensor solely on account of Licensee's license to have exclusive use of the Licensed Area.
3. The Work. Subject to the terms of this License Agreement, Licensor hereby authorizes Licensee to enclose the Licensed Area, remove doors and doorframes in the Licensed Area between the Units and the 7th floor corridor, and install one or more new doors and doorframes in the Licensed Area between the Units and the 7th floor corridor, as specified in Exhibit C hereto. Licensee hereby agrees that any and all alterations, improvements, additions or installations relating to the Licensed Area shall be only as specified in Exhibit C (the "Work"), and shall be performed, at the sole cost and expense of Licensee, by reputable contractors, in a good and workmanlike manner and in compliance with all applicable laws, ordinances, building codes and Licensor's Declaration, Bylaws and Rules and Regulations. All contractors performing Work shall comply with the requirements of Licensor's Rules and Regulations concerning renovations and construction, including insurance requirements. Licensee shall cause the Work to be paid for in full when due. At the request of Licensor from time to time, Licensee shall furnish to Licensor evidence satisfactory to Licensor that the Work has been paid for in full, including without limitation, final lien waivers. Licensee shall obtain all required permits and approvals and, prior to commencing the Work, shall deliver to Licensor a copy of all required permits and/or approvals. The Work shall be performed in such manner as to cause the least inconvenience to other residents.
4. Door, Doorframe and Electrical Service. Notwithstanding anything in said Exhibit B to the contrary, it is expressly understood and agreed that every corridor entry door and doorframe to be installed as part of the Work shall be the standard building corridor entry door and doorframe. Hallway light fixtures in the Licensed Area (if any) must be removed and delivered to the Licensor, and any electrical service in the Licensed Area shall be re-wired, so that all electrical service to the Licensed Area is charged to Licensee's electrical service account, and not to that of the Licensor.
5. Licensee to Bear All Cost and Expenses. Licensee shall bear and pay all costs and expenses associated with the Work, including but not limited to all costs and charges incurred by Licensor in connection with the preparation, execution, delivery and recording of this License Agreement.

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6. **Maintenance.** Licensee shall, at its own expense, keep the Licensed Area clean and safe and in good repair and condition throughout the term of this License Agreement and use the Licensed Area in accordance with the Licensor's Declaration, Bylaws and Rules and Regulations. Licensee shall promptly and adequately repair all damage to the Common Elements arising out of the Work or Licensee's use of the Licensed Area.

7. **Licensee's Insurance.** Licensee shall obtain, maintain and provide Licensor with proof of liability insurance coverage on the Licensed Area with limits of not less than One Million Dollars (\$1,000,000), naming Licensor as an additional named insured. Such insurance shall not be subject to cancellation or material modification without at least thirty (30) days prior written notice to Licensor, and certificates evidencing such insurance shall be delivered to Licensor with each of Licensee's annual license fee payments.

8. **Termination of License Agreement.** Licensor may terminate this License Agreement upon the occurrence of any of the following:

(a) Lease of either of the Units without simultaneously leasing the other Unit to the same lessee;

(b) Sale, transfer or other alienation of ownership of either of the Units without a simultaneous transfer of ownership of the other Unit to the same transferee;

(c) Any breach of this License Agreement which continues uncured for ten (10) days after written notice to Licensee;

(d) Occupancy of the combined Units by more than one family, as determined by Licensor, the determination of Licensor being final and conclusive; or

(e) Licensor's Board of Directors, in its sole discretion, votes to terminate this License Agreement, with or without cause.

Licensee shall, within 60 days after any termination of this License Agreement, at Licensee's sole cost and expense, (i) surrender possession of the Licensed Area to Licensor, (ii) remove from the Licensed Area all property installed in, on, or attached to the Licensed Area, (iii) restore the Licensed Area to its condition prior to any of the Work (which shall include, without limitation, the restoration of all of the carpeting and repainting of all of the walls in the Licensed Area in a manner comparable to the remainder of the 7th floor of the Condominium), all within sixty (60) days after the termination of this License Agreement. If Licensee does not timely and adequately restore the Licensed Area as provided above, Licensor may, but need not, make such repairs and Licensee shall reimburse Licensor therefor on demand, with interest accruing on such amounts at the rate of 12% per annum from the date of demand through and including the date of reimbursement by Licensee.

The obligations of Licensee shall survive any termination of this License Agreement.

9. **Successors and Assigns.** This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns, including future owners of the Units.

10. **Recording.** This License Agreement shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois.

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11. **Failure to Restore Upon Termination.** Licensee hereby expressly acknowledges and agrees that if this License Agreement is terminated and Licensee fails to timely restore the Licensed Area to its condition prior to commencement of the Work, Licensor's remedies at law will be inadequate and Licensor shall be entitled to obtain specific performance of Licensee's obligation to restore the Licensed Area as herein provided and to recover from Licensee all of its costs, including court costs and attorneys' fees, incurred in enforcing this License Agreement. Licensee agrees that its failure to pay any amounts due Licensor pursuant to this License Agreement shall also entitle Licensor to exercise all remedies for the collection of condominium common expense assessments, including the right to encumber both of the Units with a lien in favor of the Licensor for all such amounts, including reasonable attorneys' fees and costs incurred to enforce the provisions hereof.

12. **Indemnity.** Licensee shall indemnify and hold Licensor, its officers, directors, managing agent and their respective heirs, successors and assigns harmless from and against the following, which shall in each instance include reasonable attorneys' fees and costs: (a) any damage to any part of the Common Elements or any unit directly or indirectly caused by the Work, (b) any claim or demand by any person or entity, whether unit owner, guest or invitee, for personal injury or property damage, or claim of any other nature arising directly or indirectly from the Work, the use of the Licensed Area by Licensee, or the subject matter of this License Agreement, and (c) any claim or demand by any governmental authority with respect to the Work, including failure of Licensee or the Work to comply with any applicable building laws, ordinances, fire codes, rules and regulations.

13. **Notices.** All notices and approvals to be given by one party to the other party under this Agreement shall be given in writing, mailed or delivered as follows:

(a) To Licensee:

Kenneth A. Julian and Loretta N. Julian
840 North Lake Shore Drive
Unit 701/702
Chicago, Illinois 60611

or to such other person at such other address designated by notice sent to Licensor.

(b) To Licensor:

Board of Directors
840 North Lake Shore Drive Condominium Association
840 N. Lake Shore Drive
Chicago, Illinois 60611

or to such other person at such other address designated by notice sent to Licensee.

14. **Applicable Law.** This Agreement shall be governed and construed by the laws of the State of Illinois.

15. **Severability.** The invalidity or unenforceability of any provision hereto shall not affect or impair any other provisions of this Agreement.

16. **No Waiver.** Licensor's failure to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any

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right granted herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

17. Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, not contained in this Agreement shall be of any force and effect. This Agreement may not be terminated or modified in whole or in part other than by an instrument duly executed by Licensor and Licensee.

18. Attorneys' Fees. Licensee shall pay on demand all reasonable costs, charges and expenses, including court costs and attorneys' fees, incurred by the Licensor in connection with the consideration of Licensee's request for the License granted hereby, in the preparation of this Agreement, in enforcing Licensee's obligations under this Agreement, in the exercise by the Licensor of any of its remedies hereunder, in any litigation, negotiation or transactions in which Licensee causes the Licensor, without the Licensor's fault, to become involved or concerned, or in consideration of any request for approval of or consent to any action by Licensee which is prohibited by this Agreement or which may be done only with the Licensor's approval or consent, whether or not such approval or consent is given.


19. Counterparts. This License Agreement may be executed in counterparts which, when taken together, shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have executed this License as of the date first above written.

LICENSEE:



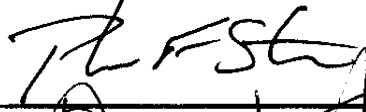
Kenneth A. Julian



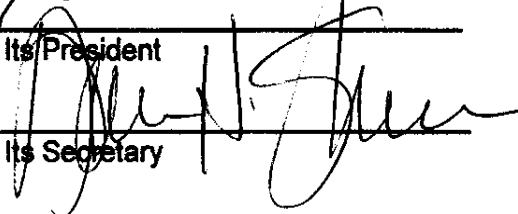
Loretta N. Julian

LICENSOR:

840 N. LAKE SHORE DRIVE CONDOMINIUM
ASSOCIATION

By: 

Its President

Attest: 

Its Secretary

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

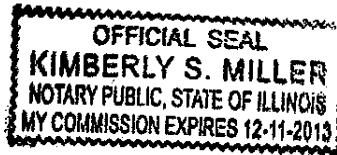
I, Steven D Van Orman, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Phillip F. Strauss, President of 840 North Lake Shore Drive Condominium Association and Allen H. Skinner, Secretary of 840 North Lake Shore Drive Condominium Association, personally appeared before me and signed the foregoing instrument as such officers on behalf of 840 North Lake Shore Drive Condominium Association, as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on January 7, 2012.



Steven D Van Orman
Notary Public
Commission Expires: 10/03/2016

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)



I, Kimberly S Miller, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kenneth A. Julian and Loretta N. Julian, personally appeared before me and acknowledged that they signed the foregoing instrument, as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on December 17, 2012.

Kimberly S Miller
Notary Public

Commission Expires: 12/11/2013

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Gold-Fax Message

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**CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)**

ORDER NO.: 1409 ST5135864 DNC

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1: UNITS 702 AND P60 IN THE 840 NORTH LAKE SHORE DRIVE CONDOMINIUM (AS HEREINAFTER DESCRIBED) TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNIT AND COMMON ELEMENTS ARE COMPRISED OF:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: NORTHWESTERN UNIVERSITY, A CORPORATION OF ILLINOIS, AS LESSOR, AND 840 LAKE SHORE DRIVE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED AS OF JUNE 31, 2000, WHICH LEASE WAS RECORDED AUGUST 2, 2000 AS DOCUMENT 000584668, AND RE-RECORDED AUGUST 11, 2000 AS DOCUMENT NUMBER 00614550, AND AS AMENDED BY AMENDMENT TO GROUND LEASE RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010169901 AND SECOND AMENDMENT TO GROUND LEASE RECORDED SEPTEMBER 11, 2003 AS DOCUMENT NUMBER 0325432158, AND BY UNIT SUBLEASES RECORDED SEPTEMBER 12, 2003 AS DOCUMENT NUMBERS 0325542168 AND 0325542281, WHICH LEASE, AS AMENDED, REMISES THE LAND (AS HEREINAFTER DESCRIBED) FOR A TERM OF 99 YEARS COMMENCING JULY 31, 2000 (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND); AND

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND: CERTAIN LOTS IN THE RESIDENCES ON LAKE SHORE PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 91 TO 98 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0325432161, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF S-74 A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID.

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LEGAL DESCRIPTION

PARCEL 1: UNIT(S) 701, P62 AND P63 IN THE 840 NORTH LAKE SHORE DRIVE CONDOMINIUM (AS HEREINAFTER DESCRIBED) TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNITS AND COMMON ELEMENTS ARE COMPRISED OF:

(A) THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: NORTHWESTERN UNIVERSITY, A CORPORATION OF ILLINOIS, AS LESSOR, AND 840 LAKE SHORE DRIVE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED AS OF JUNE 31, 2000, WHICH LEASE WAS RECORDED AUGUST 2, 2000 AS DOCUMENT 000584668, AND RE-RECORDED AUGUST 11, 2000 AS DOCUMENT NUMBER 00614550, AND AS AMENDED BY AMENDMENT TO GROUND LEASE RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010169901 AND SECOND AMENDMENT TO GROUND LEASE RECORDED SEPTEMBER 11, 2003 AS DOCUMENT NUMBER 0325432158, AND BY UNIT SUBLEASES RECORDED SEPTEMBER 11, 2003 AS DOCUMENT NUMBERS 0325542167, 0325542283 & 0325542284, WHICH LEASE, AS AMENDED, DEMISES THE LAND (AS HEREINAFTER DESCRIBED) FOR A TERM OF 99 YEARS COMMENCING JULY 31, 2000 (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND); AND

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND: CERTAIN LOTS IN THE RESIDENCES ON LAKE SHORE PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 91 TO 98 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 11, 2003 AS DOCUMENT NUMBER 0325432161, AS AMENDED FROM TIME TO TIME, TOGETHER WITH (T) UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF S-14, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID.

Common Address: 840 North Lake Shore Drive, Unit 701
Chicago, Illinois 60611

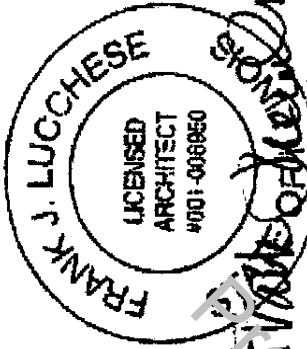
PIN #'s: 17-03-228-029-8002 and 17-03-228-026-0000 (affects subject property and other land for 2004)

17-03-228-033-4017 (affects subject property for 2005 and beyond) – Unit 701

17-03-228-033-4133 (affects subject property for 2005 and beyond) – Parking Unit P62

17-03-228-033-4134 (affects subject property for 2005 and beyond) – Parking Unit P63

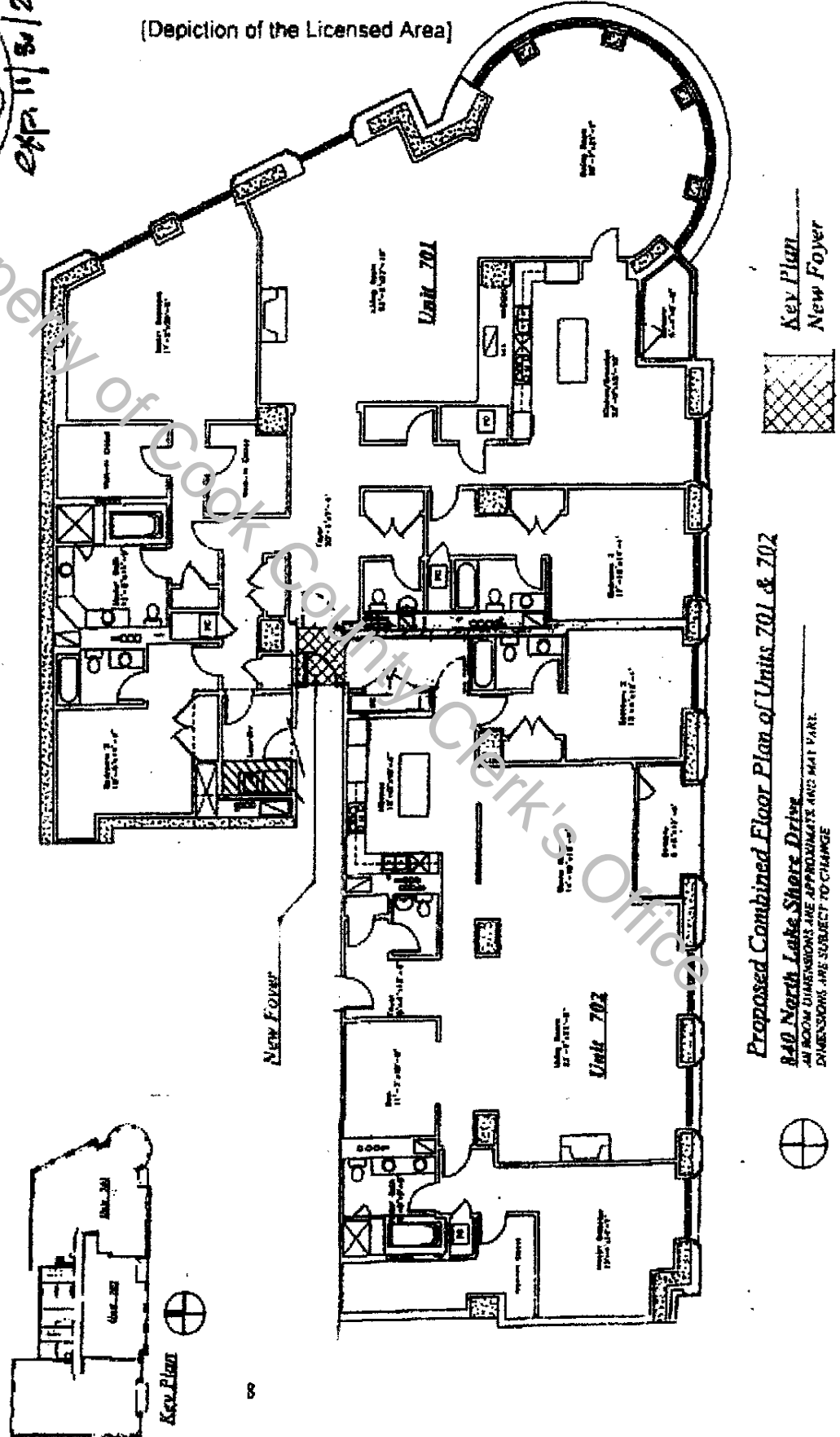
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Property of Clerk's Office
exp 11/8/2014

EXHIBIT B

(Depiction of the Licensed Area)



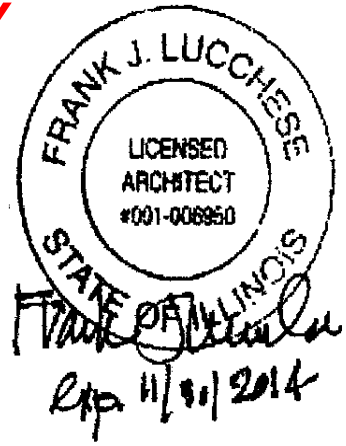
Proposed Combined Floor Plan of Units 701 & 702

*840 North Lake Shore Drive
ALL ROOM DIMENSIONS ARE APPROXIMATE AND MAY VARY.
DIMENSIONS ARE SUBJECT TO CHANGE*

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EXHIBIT C

[Description of the Work]



Scope of Work (No Exterior Work)

*Interior Renovation of Units 701 & 702 - 7th Floor 840 N. Lake Shore Drive.
 Work to be completed shall include the removal of the Front Entry Door System of Unit 701 and adjacent walls and relocate door system within common area Hall.
 Removal of existing drywall partition at Laundry Room of Unit 702.*

Work shall include but not be necessarily limited to metal stud framing and drywall, painting, flooring, removal of existing W/D & sink and minor electrical work (fixtures & outlets). Existing sprinkler system to be verified in field for coverage and location of existing and/or new heads by Fire Protection Consultant.

Cook County Clerk's Office