

UNOFFICIAL COPY

99 YEAR IRREVOCABLE PUBLIC
SAFETY IMPROVEMENT LICENSE



Doc#: 1304639054 Fee: \$44.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/15/2013 02:19 PM Pg: 1 of 4

HANOVER SQUARE CONDOMINIUM ASSOCIATION NO. 1 GRANT OF 99 YEAR IRREVOCABLE LICENSE

This Public Safety Improvement License, effective this 26 day of May, 2010, is granted by the grantor, the Hanover Square Condominium Association No. 1 (hereinafter referred to as "Owner").

PREAMBLE

WHEREAS, Board of Directors of the Hanover Square Condominium Association regulates the use of the common elements or common area of the Hanover Square Condominium located in Hanover Park, Illinois, which common elements or common areas are located within the following legally described area:

Lot 5 in Hanover Highlands, Unit 10 Hanover Park, Illinois, a subdivision of that part of the southwest fractional quarter of Section 30, Township 41 North, Range 10, East of the Third Principal Meridian, all in Cook County, Illinois, according to the plat recorded in the office of the recorder of deeds of Cook County on November 12, 1968, as document No. 20672558, also including all of Hanover Square Condominium Number 1 as delineated and defined in the declaration recorded as document No. 21916568, as amended, in Section 30, Township 41 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois.

07-30-300-017, 07-30-300-015, 07-30-300-16, 07-30-300-13, 07-30-300-14

WHEREAS, also within the above described area are multi-family buildings containing condominium units; and

WHEREAS, the Owner agrees that the coordination, construction and maintenance of public safety improvements as determined by the Village including those improvements that may be constructed and/or maintained by the Village pursuant to the Village's Special Service Area Number Six throughout the common elements and common areas of the Hanover Square Condominium will help protect

UNOFFICIAL COPY

the health, welfare and safety of the residents of the Hanover Square Condominium and the community; and

WHEREAS, the Owner as the Association may make reasonable rules and regulations concerning the use of the common elements and common areas as it may determine to be in the best interest of the unit owners collectively; and

WHEREAS, the Owner hereby grants to the Village a 99 year irrevocable public safety improvement license as hereinafter set forth to allow the Village at its discretion to enter upon Owner's property to coordinate services, construct and/or maintain certain public safety improvements including the establishment of improvements pursuant to special service areas within the common elements and common areas; and

WHEREAS, the Village is a home rule unit of local government pursuant to the 1970 Illinois Constitution and may exercise any power and perform any function pertaining to its government and affairs including the power to protect the public health, safety and welfare; now, therefore,

IN CONSIDERATION of Ten and no/100 (\$10.00) dollars and other good and valuable consideration, the Owner agrees as follows:

1. The statements and representations set forth in the Preamble are hereby incorporated into and made a part hereof as if fully set forth.
2. The Owner represents and warrants that the Owner possesses full and complete authority, power and title to execute this license.
3. The Owner hereby grants to the Village a nonexclusive 99 year public safety improvement license under, upon, over and through the Owner's property (the common elements and common areas) located within the area legally described as:

Lot 5 in Hanover Highlands, Unit 10 Hanover Park, Illinois, a subdivision of that part of the southwest fractional quarter of Section 30, Township 41 North, Range 10, East of the Third Principal Meridian, all in Cook County, Illinois, according to the plat recorded in the office of the recorder of deeds of Cook County on November 12, 1968, as document No. 20672558, also including all of Hanover Square Condominium Number 1 as delineated and defined in the declaration recorded as document No. 21916568, as amended, in Section 30, Township 41 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois.

for the purposes of constructing and/or maintaining public safety improvements excluding that area upon which buildings are located. Said Public Safety Improvement and License therefore includes Village's operation, upkeep, maintenance, repair, replacement, new

UNOFFICIAL COPY

construction, reconstruction, alteration, safekeeping and improvement of the parking lot and private streets, stormsewer or other stormwater facilities owned and on the common area property of the Hanover Square Condominium Association, surveys and permits; new construction, operation, upkeep, maintenance, repair, replacement, reconstruction, alteration, safekeeping and improvement up to and including twelve (12) masonry dumpster enclosures, and dumpsters all on the common area property of the Hanover Square Condominium Association; the right to perform or contract for the performance of garbage, waste, recyclable material, refuse collection and disposal, and the right of ingress and egress for the Village, its agents, contractors and employees in the performance of the above.

4. The Owner, upon completion of any public safety improvement, may use the public safety improvement for any lawful purpose so long as said use does not damage or interfere with the existing improvements.
5. The Owner, upon completion of any public service improvement that may be constructed by the Village, shall maintain the improvements in compliance with all ordinances of the Village unless otherwise agreed to in writing by the Village. The Village may, in its sole discretion during the term of the special service area, maintain the improvements constructed pursuant to Special Service Area Number Six.
6. The Owner agrees to not modify or remove a public safety improvement as constructed without the written consent of the Village during the term of Special Service Area Six.
7. The Village shall have the right to terminate this license upon 30 days written notice to Owner.
8. This license shall not prevent Owner from using its property as long as said use does not conflict with any public safety improvement on the property.
9. The rights and obligations of the Owner shall inure to the benefit of and be binding upon the Owner's respective successors and assigns and all terms, conditions and covenants herein shall be construed as covenants running with the property.
10. The provisions set forth herein represent the entire grant of license from the Owner to the Village and supersede any previous oral agreement and may be modified only by written amendment signed by both the Owner and the Village.

IN WITNESS WHEREOF, the Owner has caused this license to be executed, acknowledged and become effective on the day first above written.

UNOFFICIAL COPY

ASSOCIATION NO. 1

HANOVER SQUARE CONDOMINIUM

By: *Thomas Schaefer*
its President

ATTEST:

Bryna Williamson
its Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Edina Huskic, a Notary Public in and for said County and State, hereby certify that Thomas Schaefer and Bryna Williamson, personally known to me to be the same persons whose name are subscribed to the foregoing instrument as President and as Secretary of the within named Hanover Park Condominium Association No. 1, and to me personally known to be such officers appeared before me this day in person and acknowledged that they signed and delivered said instrument pursuant to authority given to them by the Board of Directors of said Hanover Park Condominium Association No. 1, as their free and voluntary act and as the free and voluntary act of said Condominium Association for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of May, 2010, 2010.

Edina Huskic
Notary Public

