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1321134082

Doc#: 1321134082 Fee: \$112.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/30/2013 03:18 PM Pg: 1 of 15

LICENSE AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") made and entered into as of this 23rd day of May, 2013, by and between 2312 W WABANSIA CONDO ASSOCIATION, an Illinois not-for-profit corporation ("LICENSOR") and Daniel Hruska of 2312 W. Wabansia Avenue, Unit 1, Chicago, Illinois 60647 and McKensie Kahnweiler of 2312 W. Wabansia Avenue, Unit 2, Chicago, Illinois 60647 Street (collectively, "LICENSEES").

RECITALS

- A. WHEREAS, LICENSEES own Unit 1 and Unit 2 (the "Units") in the condominium property located at 2312 W. Wabansia Avenue, Chicago, Illinois (the "Condominium Property") and legally described on Exhibit "C" attached hereto and made a part hereof.
- B. WHEREAS, LICENSEES wish to construct a pedestrian bridge (the "Bridge") suspended and occupying aerial space above the Common Element yard in the rear of the Condominium Property so that LICENSEES may have pedestrian access to the roof of the garage which is a Limited Common Element appurtenant to the Units.
- C. WHEREAS, the proposed Bridge will be supported by modifying portions of the existing Common Elements so that the Bridge will be connected to a portion of the Common Element staircase in the rear of the Condominium Property and a portion of the Common Element garage as depicted in Exhibit "A". The proposed Bridge will occupy aerial space above the Common Element yard in the rear of the Condominium Property as depicted in Exhibit "B". The portions of the Common Element staircase and garage where the Bridge is connected and the aerial space occupied by the Bridge are hereinafter referred to as the "Licensed Area" as depicted in Exhibit "A" and Exhibit "B".
- D. WHEREAS, the connection of the Bridge to portions of the Common Element staircase and garage will require modifications to the existing Common Elements which requires the prior approval of LICENSOR.

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

JOSEPH W. SCHARNAK
ARNSTEIN & LEHR LLP
120 S. RIVERSIDE PLAZA
SUITE 1200
CHICAGO, ILLINOIS 60647

COMMON ADDRESS:

2312 W. WABANSIA AVENUE
CHICAGO, ILLINOIS 60647

PINS: 14-31-319-082-1001
14-31-319-082-1002
14-31-319-082-1003

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E. WHEREAS, LICENSEES exclusive use of the Licensed Area requires a license from LICENSOR.

F. WHEREAS, LICENSEES desire to have LICENSOR'S approval for the modifications to the Common Elements necessary to connect and support the Bridge and a license for exclusive use of the Licensed Area, and LICENSOR is willing to provide such approval and license, all on the terms hereinafter set forth:

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. In consideration of LICENSEES' one-time payment of a license fee in the amount of Ten and 00/100 dollars (\$10.00) (the "License Fee") to LICENSOR, LICENSOR hereby grants LICENSEES a license to exclusively use and occupy the Licensed Area, subject to the terms and conditions hereinafter set forth and conditioned upon completion of the Common Element modification work in accordance with the terms and conditions of this agreement.

2. LICENSEES must at all times use and occupy the Licensed Area in compliance with the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for The 2312 West Wabansia Avenue Condominiums ("Declaration") and the Bylaws and rules and regulations of LICENSOR ("Bylaws, Rules and Regulations"), all as from time to time may be amended (provided, however that, no such amendment or new rule or regulation shall revoke, prohibit, restrict or unreasonably condition the license granted herein), and in conformity with all federal, state, county and city building code regulations, fire ordinances and other rules and regulations applicable to the occupancy and use of the Condominium Property.

3. LICENSEE shall pay LICENSOR the License Fee concurrent with LICENSEES' execution of this License Agreement.

4. LICENSOR hereby conditionally approves the Common Element modification work, subject to the following limitations, terms and conditions:

(a) LICENSEES shall submit to LICENSOR detailed plans and specifications (the "Plans and Specifications") for all aspects of the Common Element modification work and shall not commence any Common Element modification work without the prior, written approval of LICENSOR of such Plans and Specifications, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything contained herein to the contrary, in the event LICENSOR fails to object to all or any portion of the Plans and Specifications within fifteen (15) business days after submission of same by LICENSEES to LICENSOR, LICENSOR shall be deemed to have approved the Plans and Specifications as submitted.

(b) LICENSEES shall furnish LICENSOR with certification from a licensed architect or engineer that the Common Element modification work, if performed in accordance with the Plans and Specifications, will conform to all applicable governmental statutes, ordinances and codes, and will not cause any structural impairment to the Licensed Area or damage to any portion of the Common Elements or the Condominium Property.

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(c) LICENSEES shall furnish the Association with copies of all building permits required in respect to the Common Element modification work prior to commencement thereof.

(d) LICENSEES shall furnish LICENSOR with evidence reasonably satisfactory to LICENSOR of insurance policies carried by LICENSEES and/or its general contractor and subcontractors insuring LICENSOR, its members and its agents and employees against any claims for injury to persons or property, or claims under workman's compensation or other similar statutes arising from or out of the Common Element modification work.

(e) LICENSEES shall be responsible for any damage to the Condominium Property or any part thereof arising from or out of LICENSEES' use, alteration or maintenance of the Licensed Area or performance of the Common Element modification work, except to the extent resulting from the negligence or willful misconduct of LICENSOR or its agents, contractors or employees. LICENSEES shall exercise LICENSEES' rights and privileges hereunder solely at LICENSEES' own risk, and agree to indemnify and hold LICENSOR and each of its members and LICENSOR'S board members, agents and employees harmless from any costs, expenses, fees, including reasonable attorneys' fees, loss, damage or liability actually incurred by such parties arising from or out of or as a result of physical damage or personal injury arising from the Common Element modification work, except to the extent of any foregoing results from the negligence or willful misconduct of LICENSOR or its agents, contractors or employees. LICENSOR shall not be liable to LICENSEES if, as a result of any act or actions taken by a third party, LICENSEES' alteration, use or maintenance of the Licensed Area hereunder shall be hindered or disturbed, provided that, LICENSOR agrees to cooperate with LICENSEES, at no cost to LICENSOR, in LICENSEES' efforts to remove or alleviate such hindrance or disturbance.

(f) The cost and expense of the Common Element modification work shall be paid solely by LICENSEES. Furthermore, LICENSEES shall pay LICENSOR any additional reasonable out-of-pocket expenses incurred by LICENSOR arising from the Common Element modification work or by reason of the negotiation and execution of this Agreement, including reasonable attorneys' fees and other professional fees incurred by LICENSOR in connection therewith. LICENSEES will not permit any mechanic's liens to be placed on the Condominium Property or any part thereof as a result of the Common Element modification work, and in the event any such mechanic's lien is filed, LICENSEES will promptly discharge same or provide LICENSOR with reasonable security against any such liens. If LICENSEES fails to discharge any such liens or provide such reasonable security within thirty (30) days after written notice thereof from LICENSOR to LICENSEES, LICENSOR may, at its option, pay said lien or any portion thereof without inquiry as to the validity thereof, and any amounts so paid by LICENSOR, including any expense incurred by LICENSOR in connection with said payment and interest thereon, shall be a lien on the Unit and shall be payable to LICENSOR on demand.

(g) All Common Element modification work shall be constructed substantially in conformity with the Plans and Specifications, in a good and workmanlike manner, in conformity with LICENSOR'S rules previously provided to LICENSEES, and in conformity with all governmental statutes, ordinances and codes. LICENSEES shall use their best efforts to complete the Common Element modification work no later than ninety (90) days after commencement thereof. No Common Element modification work shall be performed on Saturdays, Sundays, holidays or before the hour of 8:30 a.m. or after the hour of 4:30 p.m. LICENSEES' contractors shall keep the Condominium Property free and clear of all

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debris. LICENSEES' contractor's materials and supplies shall be stored only in the Units. All Common Element modification work shall be performed in a manner reasonably calculated to result in the minimum inconvenience to residents of the Condominium Property. LICENSOR and its agents and employees shall have the right to inspect the Licensed Area and the Common Element modification work at reasonable times upon reasonable prior notice.

(h) LICENSEES shall pay the reasonable fees of LICENSOR'S consultants in reviewing the Plans and Specifications and inspecting the Common Element modification work.

(i) LICENSOR reserves the right to impose additional reasonable restrictions as to the manner in which work the Common Element modification work may be performed if, in LICENSEES' reasonable judgment, such additional requirements are necessary to address specific problems arising in the course of the Common Element modification work.

(j) No further modifications shall be made by LICENSEES in or to the Licensed Area without the prior written approval of LICENSOR'S Board of Directors, which approval shall not be unreasonably withheld, conditioned or delayed.

5. LICENSEES shall indemnify and hold LICENSOR, its unit owner members, the members of LICENSOR'S Board of Directors, and LICENSOR'S employees, agents and managing agent, harmless from and against any damage, liability, claim, demand, suit, judgment, and expense (including reasonable attorneys' fees) actually brought against or incurred by LICENSOR arising from or out of or as a result of physical damage or personal injury as a result of the use of the Licensed Area by LICENSEES, except to the extent any of the foregoing results from the negligence or willful misconduct of LICENSOR, its unit owner members, the members of LICENSOR'S Board of Directors, and LICENSOR's contractor's, employees, agents or managing agent. LICENSOR shall give LICENSEES prompt written notice of the institution of any such action. LICENSEES shall permit LICENSOR to defend the same, and give LICENSOR all available information, assistance, and authority in connection therewith, provided LICENSEES shall have the right to participate in same. LICENSOR, with LICENSEES' participation, shall have control of the defense of any such action, including appeals, and of all negotiations for, including, with LICENSEES' consent the right to effect the settlement or compromise thereof. Pursuant to the terms of this paragraph, however, LICENSEES shall, upon demand, reimburse LICENSOR for all reasonable attorneys' fees, costs and expenses not covered by insurance. LICENSOR shall not be liable to LICENSEES if, as a result of any act or actions taken by a third party, LICENSEES' use or maintenance of the Licensed Area hereunder shall be hindered or disturbed, provided that, LICENSOR agrees to cooperate with LICENSEES, at no cost to LICENSOR, in LICENSEES' efforts to remove or alleviate such hindrance or disturbance.

6. This Agreement is revocable by LICENSOR on not less than one hundred twenty (120) days written notice to LICENSEES upon and only upon any of the following conditions: (a) destruction of the Licensed Area (unless LICENSEES elects to rebuild the Licensed Area in accordance with the terms of this Agreement), the Units, or the Condominium Property; (b) LICENSEES' failure to properly maintain the Licensed Area that causes damage to the Common Elements and such damage is not repaired by LICENSEES within thirty (30) days after receipt of notice of such damage from LICENSOR; (c) damage to any portion of the Condominium Property, including the Common Elements or another Unit, arising from the Licensed Area and such damage is not repaired by LICENSEES within thirty (30) days after

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receipt of notice of such damage from LICENSOR; or (d) failure to cure a material breach of any covenant in this Agreement within thirty (30) days of written notice from the Board; or (e) if LICENSOR'S Board of Directors unanimously determines that an emergency situation exists such that LICENSOR would be required to take permanent possession of the Licensed Area in order to prevent damage to the Common Elements, any other Unit in the Association or any person. Upon termination of this Agreement, in accordance with the terms hereof, LICENSEES shall quietly and peaceably surrender the use and occupancy of the Licensed Area to LICENSOR and shall promptly restore all Common Elements to the condition they were in prior to the Common Element modification work. If LICENSEES shall fail to so restore and deliver the Licensed Area or Common Elements or a portion thereof, as aforesaid, LICENSOR may, at its option, undertake such restoration, at LICENSEES' sole expense. The cost of such restoration shall be a lien on the Unit and shall be payable to LICENSOR on demand.

7. All terms, covenants and conditions of this License Agreement shall be binding upon and inure to the benefit of all future owners of the Units. LICENSEES, and their successors and assigns, shall have the right to assign this Agreement without the consent of LICENSOR to any successor owners of the Units.

8. LICENSEES acknowledge that their failure to perform any of the terms or conditions of this Agreement, including the surrender of the use and occupancy of the Licensed Area to LICENSOR if and when so required and/or the failure to promptly restore the Licensed Area would result in immediate and irreparable damage to LICENSOR, for which there would be no adequate remedy at law and would entitle Licensor to preliminary and permanent injunctive relief in addition to all other available remedies.

9. Notices hereunder shall be in writing and shall be served by registered or U.S. certified mail, postage prepaid, return receipt requested, addressed to the party to the following addresses or such other address as a party shall designate in writing:

To LICENSOR:

2312 W WABANSIA CONDO ASSOCIATION
Attention: Board President
2312 W. Wabansia
Chicago, IL 60647

To LICENSEES:

Daniel Hruska
2312 W. Wabansia Avenue
Unit 1
Chicago, Illinois 60647

McKensie Kahnweiler
2312 W. Wabansia Avenue
Unit 2
Chicago, Illinois 60647

The mailing of a notice by registered or U.S. certified mail, return receipt requested, shall be sufficient service.

10. Nothing in this Agreement shall be deemed to create any ownership interest in LICENSEES in the Licensed Area or to constitute a partition of the common elements of the Condominium Property. The parties acknowledge that a license, and not a lease or an easement, is being granted hereby to LICENSEES.

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11. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover in such action or proceedings such amount as a court may determine to be reasonable attorneys' fees and costs.

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


13. A copy of this Agreement shall be recorded in the Office of the Cook County Recorder of Deeds.

IN WITNESS WHEREOF, LICENSEE and LICENSOR have caused this Agreement to be executed and their seals to be affixed hereto as of the day and year first above written.

LICENSOR:

LICENSEES:


2312 W WABANSIA CONDO ASSOCIATION



By: Jenna Ribble
Its: President




Daniel Hruska



By: Daniel Hruska
Its: Treasurer



Mckensie Kahnweiler



By: Mckensie Kahnweiler
Its: Secretary

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Rosalina Rosado, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jenna Ribble, President of 2312 W Wabansia Condo Association, appeared before me and signed the foregoing instrument as such President on behalf of 2312 W Wabansia Condo Association, as her free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on June 12, 2013.

Rosalina Rosado
Notary Public
Commission Expires: 04/06/16

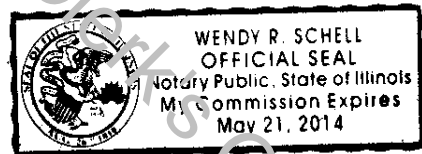


STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Wendy R. Schell, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel Hruska, Treasurer of 2312 W Wabansia Condo Association, appeared before me and signed the foregoing instrument as such Treasurer on behalf of 2312 W Wabansia Condo Association, as her free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on May 23, 2013.

Wendy R Schell
Notary Public
Commission Expires: 5/21/14

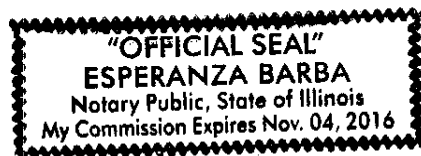


STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Esperanza Barba, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mckensie Kahnweiler, Secretary of 2312 W Wabansia Condo Association, appeared before me and signed the foregoing instrument as such Secretary on behalf of 2312 W Wabansia Condo Association, as her free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on June 4, 2013.

Esperanza Barba
Notary Public
Commission Expires: 11-4-16



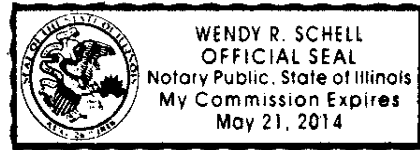
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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Wendy R. Schell, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel Hruska appeared before me and signed the foregoing instrument as his free and voluntary act for the uses and purposes therein set forth

WITNESS my hand and seal as such Notary Public on May 23, 2013.

Wendy R Schell
Notary Public
Commission Expires: 5/21/14

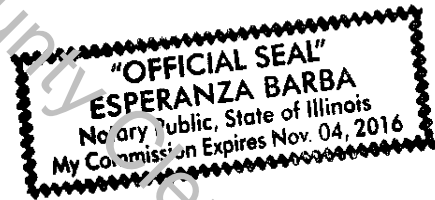


STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Esperanza Barba, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mckensia Kahnweiler appeared before me and signed the foregoing instrument as her free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on June 4, 2013.

Esperanza Barba
Notary Public
Commission Expires: 11-4-16



Property of Cook County Clerk's Office

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EXHIBIT A

(Depiction of Modifications to Common Elements)



Property of Cook County Clerk's Office

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Exhibit "A"

DEPARTMENT OF BUILDINGS
STANDARD PLAN REVIEW

APPROVED

Construction subject to full
compliance with the Municipal Code of
Chicago and paid inspection
Michael Meisheim
Commissioner

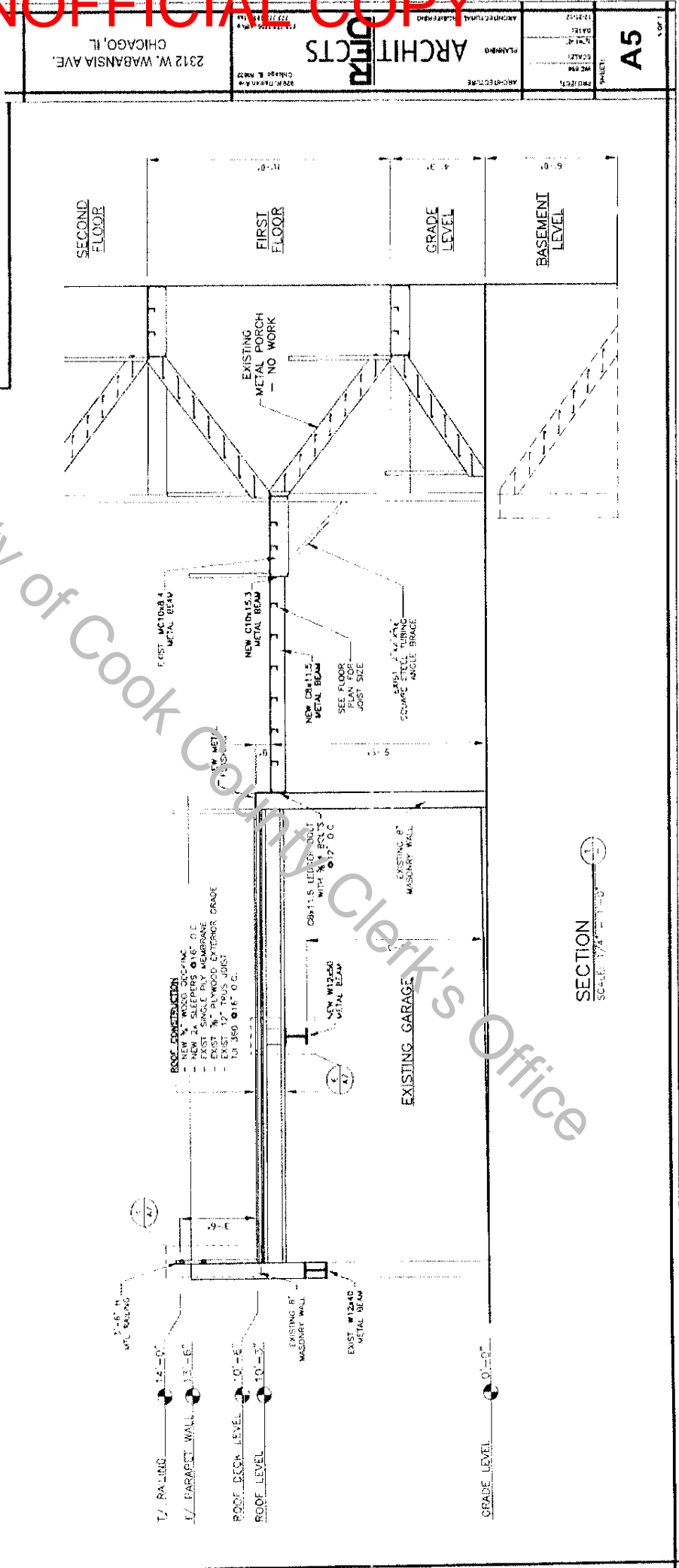


1/4" = 1'-0"

WOOD STAIRS:
10" TREAD MIN.
8" RISE MAX.
1" NOSING MAX.
3'-6" HIGH GUARDRAIL.
6"-8" HEADROOM MIN.

CONFORM ALL
CONNECTIONS TO DETAILS

ALL WOOD DECK CONSTRUCTION
TO BE FIRE-RATED WITH
FIRE RETARDANT SOLUTION



SECTION
SCALE: 1/4" = 1'-0"

2312 W. WABANSIA AVE.
CHICAGO, IL

ARCHITECTS
222 N. PARK AVE.
CHICAGO, IL 60610

PROJECT	A5
SHEET	10 of 15
DATE	
SCALE	
COLL.	
NO.	
PLANNING	
ARCHITECTURAL	
MECHANICAL	
ELECTRICAL	
PLUMBING	
STRUCTURAL	

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Exhibit "A"

DEPARTMENT OF BUILDINGS
STANDARD PLAN REVIEW

APPROVED

Construction subject to full
compliance with the Municipal Code of
Chicago and field inspection
Michael Merchant
Commissioner

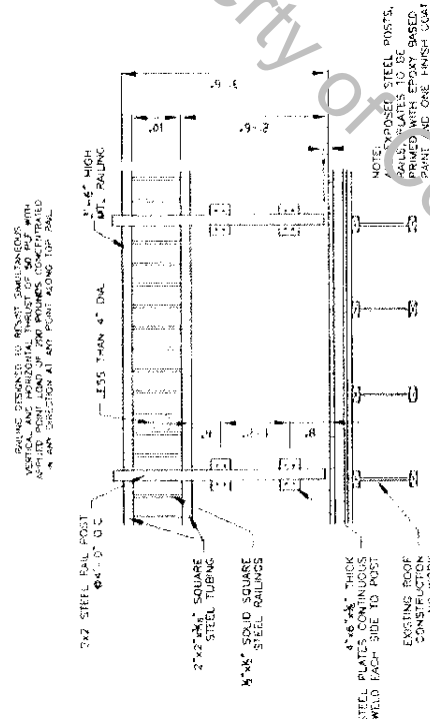
BY

2312 W. WABANSIA AVE.
CHICAGO, IL

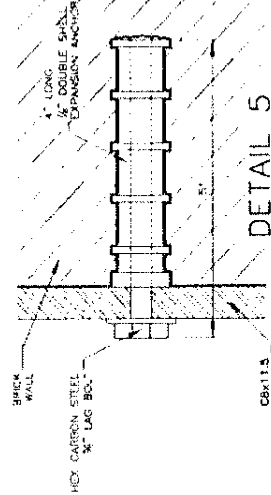
ARCHITECTS
Chicago, IL 60622

PROJECT	ARCHITECTURE
DATE	
SCALE	
BY	
DATE	
PROJECT	

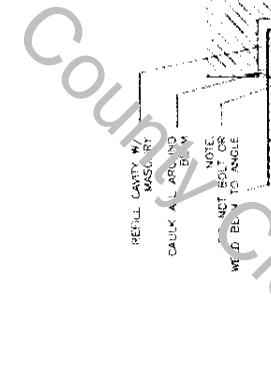
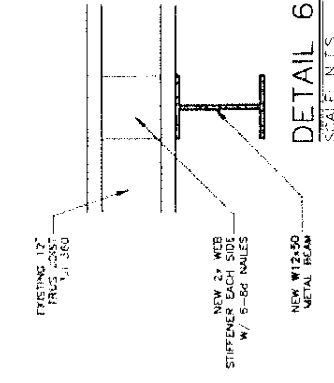
A7



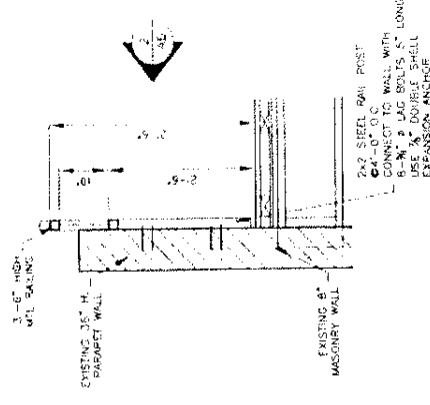
NOTE:
RAILINGS TO BE
PAINTED WITH EPOXY BASED
PRIMER AND ONE FINISH COAT
OF EXTERIOR TYPE PAINT



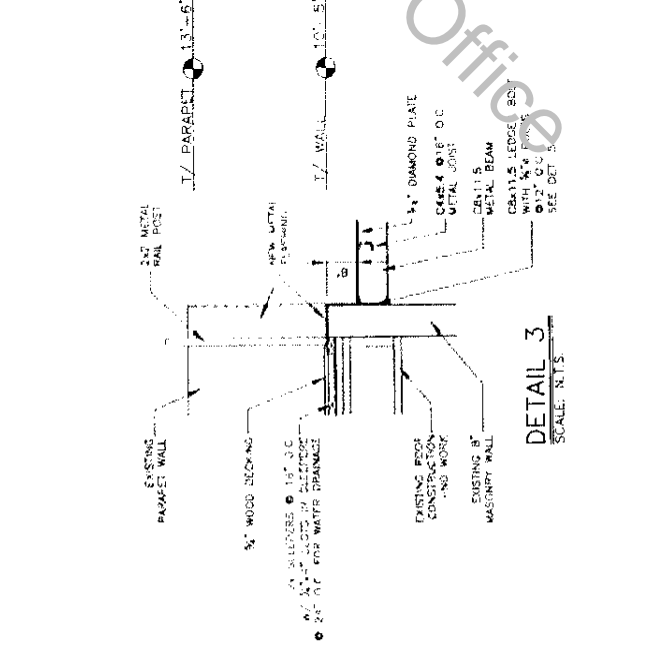
NOTE:
EXPANDED STEEL POSTS,
LAG BOLTS TO BE
PRIMERED WITH EPOXY BASED
PRIMER AND ONE FINISH COAT
OF EXTERIOR TYPE PAINT



NOTE:
WELD BOLT TO ANGLE
OR
WELD BOLT TO ANGLE



NOTE:
EXISTING ROOF
CONSTRUCTION
--NO WORK



NOTE:
EXISTING ROOF
CONSTRUCTION
--NO WORK

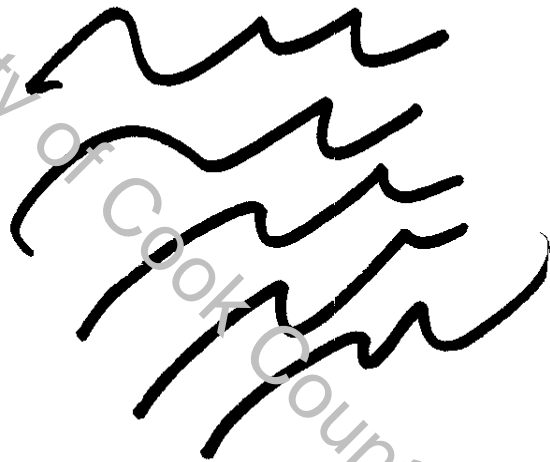
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EXHIBIT B

(Depiction of Aerial space occupied by Bridge)



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Exhibit "B"

DEPARTMENT OF BUILDINGS
STANDARD PLAN REVIEW

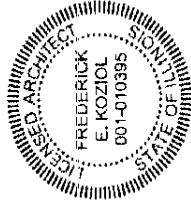
APPROVED

Construction subject to full
compliance with the Municipal Code of
Chicago and field inspection
Michael Marchant
Commissioner

6/3

2312 W. WABANSIA AVE.
CHICAGO, IL

ARCHITECTS

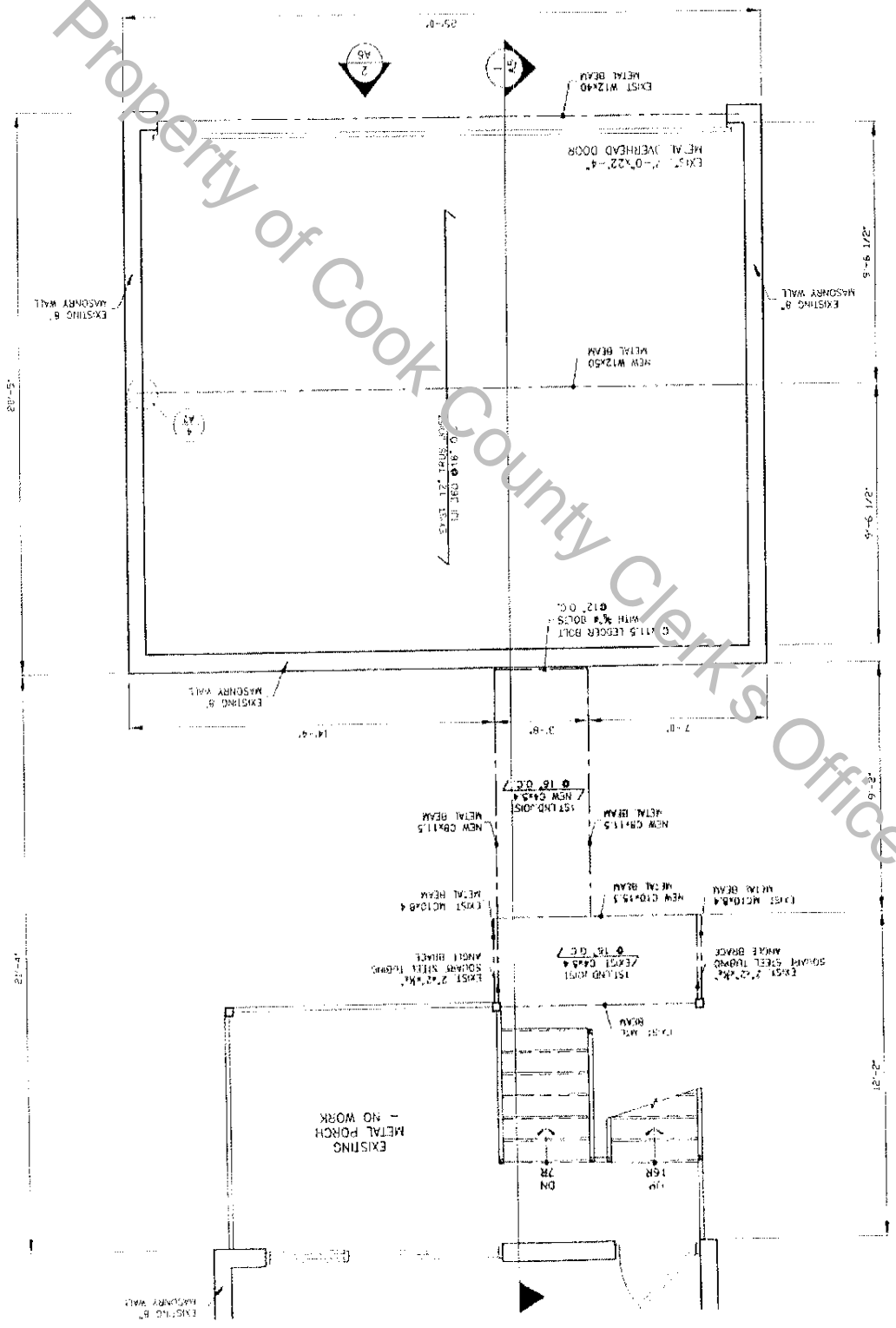


CONFORM ALL
CONNECTIONS TO DETAILS

ALL WOOD DECK CONSTRUCTION
TO BE PROTECTED WITH
FINE RETARDANT SOLUTION

- STRUCTURAL DESIGN CRITERIA:**
1. ROOF: SNOW LOAD 30PSF, WIND UPLIFT LOAD 20PSF
 2. FLOOR: ON PORCH DECK & BALCONY
 3. WALL: 150 PSF
 4. SOIL BEARING: 3000PSF, CONCRETE: 3000PSI @ 28 DAYS
 5. STAIRWAY & BALCONY RAILINGS DESIGNED TO RESIST 150 PBF WITH APPLIED POINT LOAD OF 200 CONCENTRATED LOAD IN ANY DIRECTION AT ANY POINT ALONG TOP RAIL
 6. STEEL REINFORCING BOLL SECTION CONFORMING TO ASTM A36 & A573 PARTS SHALL BE DESIGNED AND CONSTRUCTED TO WITHSTAND WIND PRESSURES IN ANY DIRECTION EQUAL TO 200 PERCENT OF 21 POUNDS PER SQUARE FOOT

A3



FIRST FLOOR PLAN
SCALE: 1/2" = 1'-0"



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EXHIBIT C

(Legal Description)

THE 2312 W. WABANSIA AVENUE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0625145049, AS AMENDED, IN THE SOUTHWEST 114 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2312 W. WABANSIA AVENUE, CHICAGO, ILLINOIS 60647

PINS: 14-31-319-082-1001
14-31-319-082-1002
14-31-319-082-1003

Property of Cook County Clerk's Office