

UNOFFICIAL COPY



1324210105

MAIL TO:
SARA E. SUMNER
1617 N. Hoyne
Chicago, IL 60647

Doc#: 1324210105 Fee: \$60.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/30/2013 12:36 PM Pg: 1 of 2

LICENSE AGREEMENT

This agreement, dated May 21, 2013 and entered into between David C. Rothgery and Ruth M. Rothgery, husband and wife of 2114 Ewing, Evanston, IL 60201, owners of the property commonly known as 2114 Ewing, Evanston, Illinois, ("2114") and more specifically described as:

Lot 9 in Block 2 in J.J. Smith's Addition to Evanston, being the South 457.5 feet of the East 43 rods of the West 1/4 of the South East 1/4 of Section 11, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 10-11-419-018-0000

and Jeanne M. Laseman, owner of the property commonly known as 2116 Ewing Avenue, Evanston, IL 60201, ("2116") and more specifically described as:

LOT 8 IN BLOCK 1 IN J.J. SMITH'S ADDITION TO EVANSTON, BEING THE SOUTH 457.5 FEET OF THE EAST 43 RODS OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PIN: 10-11-419-017-0000

Whereas a survey prepared by Professional Land Surveyors on December 15, 2001 attached hereto as Exhibit A discloses a portion of an entrance built for 2116 encroaches onto 2114 and necessitates the owner, occupants and, visitors of the property located at 2116 sidewalk to use the sidewalk located on the north portion of 2114.

Whereas it appears from said survey that the occupants of 2116 use the sidewalk located on the north portion of 2114 to access the public alley located to the rear of both properties, while the owners of 2114 use the sidewalk located on property both north of the south lot line of 2116 and south of the north line of 2114 to access the public walk located at the front of the property.

UNOFFICIAL COPY

Whereas the parties wish to memorialize the customary use of the two different sidewalks to avoid any possible claim of easement or adverse possession by one against the other as well as defining the right to use that each party now agrees to relative to said sidewalks now and for any future owners of said two properties.

Therefore the parties agree as follows:

The owner of each parcel grants to the other a license for the use of the walkways that are constructed between the parcels. Said parties both agree that they will pay the cost of maintaining said walk located on their property for so long as said license exists.

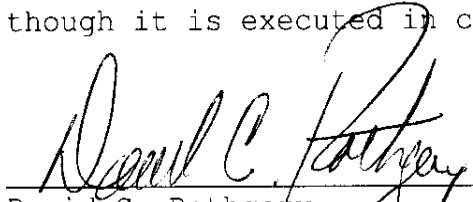
This license does not grant either owner any other rights in or to the property owned by the other except as specifically set out in this agreement.

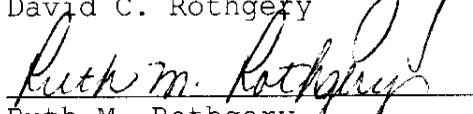
Both parties agree to indemnify and hold harmless the other for any cause arising out of their use of the walkway located on property owned by the other by themselves, their tenants or visitors.

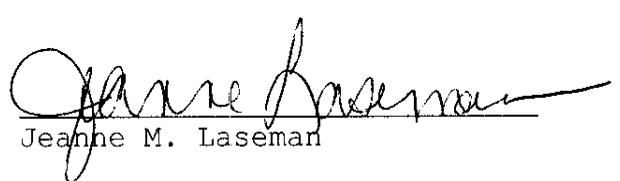
This agreement may be executed in multiple counterparts. Signed counterparts that are transmitted by fax or email shall be treated as originals except that parties agree that an original signed document although in multiple pages shall be recorded in the recorders office.

In the event that the building on 2116 is ever demolished, destroyed, otherwise removed, or if its use is ever changed from that of single family home, or its entrance otherwise redesigned or relocated, this license will terminate.

Parties agree that this document shall be binding on both even though it is executed in counterpart originals.


David C. Rothgery


Ruth M. Rothgery


Jeanne M. Laseman