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**This form of document prepared
by and upon recording mail to:**

**Katharine W. Griffith
Kovitz Shifrin Nesbit
750 W. Lake Cook Road
Suite 350
Buffalo Grove, IL 60089**

Doc#: 1334019113 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/06/2013 03:24 PM Pg: 1 of 7

LICENSE AGREEMENT

THIS AGREEMENT is being made by and between the Maple Gardens Condominium Association (the "Association") and Robert M. Moore, the purchaser and his assigns and successors in title or interest (the "Purchaser") of 949 N. East Avenue, Oak Park, IL 60302, concerning Unit No. 237-2 ("Unit"), located at 237 South Maple, Oak Park, Illinois 60302, which unit is referred to as the "Unit" and is legally described in Exhibit "A" attached hereto.

WHEREAS, pursuant to a Declaration and By-Laws Establishing a Plan for Condominium Ownership of Premises at 235-241 South Maple, Oak Park, Illinois (the "Declaration") which was recorded with the Cook County Recorder of Deeds as Document No. 26399097, the Board of Directors ("Board") of the Association is the governing body charged with the administration of certain condominium property situated in Oak Park, Illinois and commonly referred to as Maple Gardens Condominium (the "Condominium"); and

WHEREAS, pursuant to a License Agreement recorded with the Cook County Recorder of Deeds as Document No. 0506934082 ("Villegas License"), the previous Owner of Unit 237-2, Carmen Villegas, was granted a license by the Association to construct, use and maintain porch improvements; and

WHEREAS, such porch improvements included creating improved and expanded livable space, including interior walls and windows and associated electrical, plumbing and HVAC equipment (collectively referred to as the "Porch Improvement") located on a portion of the Common Elements of the Condominium ("Premises") located immediately to the rear of the Unit; and

WHEREAS, the Villegas License permits the Association to terminate the License Agreement unless an assignment of the Villegas License is executed by the purchaser of the Unit and approved by the Board; and

WHEREAS, the Purchaser, upon purchase and closing of the Unit 237-2, desires to obtain a license to use the Premises and the Association is willing to grant a license, upon the terms and conditions set forth below, and the Association has the authority to grant a license to

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the Porch Improvements pursuant to Paragraph 7(p) of the Declaration.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Association and Purchaser agree as follows:

1. Incorporation of Recitals. The recitals set forth above are fully incorporated into this Agreement, which shall be construed in light thereof.

2. Upon execution of this License Agreement, this License Agreement shall supersede and invalidate any prior executed License Agreement concerning the Premises and Porch Improvement of Unit 237-2, including the Villegas License.

3. Grant of License. The Association does hereby grant the Purchaser a license to the Premises, for the purpose of maintenance, repair, replacement, and use of the Porch Improvements, upon the terms and conditions set forth herein. The term of the License granted hereunder shall be for ten (10) years. Upon expiration of the initial term, the License shall be automatically extended for successive three (3) year periods on the same terms and conditions as provided in this Agreement, unless:

(a) The Board has made a determination that the Purchaser is in material default hereunder and Purchaser fails to correct such default within ten (10) days after written notice from the Association to do so; or

(b) This Agreement is no longer permitted under law, municipal or governmental regulation or judicial order; or

(c) This Agreement is terminated pursuant to Sections 4, 5 or 15 of this Agreement.

4. Maintenance, Repair, Replacement. The Purchaser hereby expressly agrees to assume full and complete responsibility for any and all maintenance, repair, replacement, preservation and restoration relating to the Premises and the Porch Improvement, at Purchaser's sole cost and expense. The Purchaser also expressly agrees to be responsible for, at his sole expense, all of the maintenance, repair and replacement of the windows appurtenant to the Unit. If any maintenance, repair, or replacement to the Common Elements, or other portions of the Property for which the Association is responsible, are necessary, as determined by the Board, and which require the removal of the Porch Improvement, or a portion thereof, Purchaser shall perform such removal and re-installation at Purchaser's sole cost and expense, upon written notice from the Association, subject to compliance with state and local building codes at the time of re-installation. If such re-installation is not permitted under the state and local building codes at the time re-installation is desired, Purchaser shall not be permitted to re-install, this Agreement shall be terminated and the Association shall not be responsible for any damages or reimbursement to Purchaser of any amounts.

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5. Any additions or alterations to the Premises or Porch Improvement by Purchaser must be approved in writing by the Board prior to any work commencing. If structural changes to the Porch Improvement or Premises are necessary, as determined by the Board, or in the event of fire or casualty or loss resulting in work needed to be done by the Association to the Premises which would require changes to or removal of the Porch Improvement, or a portion thereof, Purchaser shall perform such removal and re-installation at Purchaser's sole cost and expense, upon written notice from the Association, subject to compliance with state and local building codes at the time of re-installation. If such re-installation is not permitted under the state and local building codes at the time re-installation is desired, Purchaser shall not be permitted to re-install, this Agreement shall be terminated and the Association shall not be responsible for any damages or reimbursement to Purchaser of any amounts.

6. In addition to monthly assessments in the current amount of \$375.00 per month, Purchaser agrees to pay the Association a net sum of \$7,000.00. Such net sum shall be paid as follows: (a) \$2,125.00 shall be due to the Association on January 1, 2014 or fifteen (15) days after the closing date of the Unit, whichever occurs later in time and (b) Purchaser shall pay an additional \$375.00 per month for thirteen (13) months commencing in February 2014. Payments shall be made on the 1st day of each month. The amounts owed by Purchaser according to this paragraph are separate and in addition to any amounts owed pursuant to 765 ILCS 605/9(g)(4) of the Illinois Condominium Property Act. Further, in the event the Association does not recover the amounts owed to it under 765 ILCS 605/9(g)(3) and 765 ILCS 605/9(g)(4) from the closing of the sale of this Unit, these amounts due shall be the responsibility of Purchaser who will be required to pay such amounts to the Association within six (6) months of the date of closing of the Unit.

7. Any and all legal fees incurred by the Association related to the drafting and negotiating of this Agreement shall be split equally between the Association and Purchaser. All subsequent legal fees associated with this Agreement incurred by the parties shall be the responsibility of the parties, subject to Section 11 of this Agreement.

8. Indemnification. The Purchaser agrees to fully and completely defend, hold harmless and indemnify the Association, its Board of Managers, its members, its agents, its representatives, and its employees from and against any and all claims, liabilities, judgments, costs or expenses of any kind whatsoever (including, but not limited to, reasonable professional and attorneys' fees), and hereby agrees not to sue and waives and releases any claims against the foregoing parties, which arise from or are in any way related to the insurance, use, maintenance, repair, replacement, restoration or reversal of the Porch Improvement or the Premises, or based upon or relating to Purchaser's act or omissions in the use of the Premises, or if this Agreement is determined to be unenforceable. Purchaser shall be responsible for any damage to the Common Elements resulting from the use, maintenance, repair, replacement, restoration or reversal of the Porch Improvement.

9. Insurance. Purchaser shall be required to maintain insurance, at Purchaser's sole expense, in amounts acceptable to the Association on the Premises.

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10. Restoration. The Purchaser agrees that upon termination or expiration of this Agreement for any reason, or in the event that the Porch Improvement is no longer desired or no longer permitted due to applicable law, municipal or governmental regulation or judicial order, at the Association's request (in which case the License granted herein shall immediately terminate) Purchaser shall promptly at Purchaser's sole cost and expense remove the Porch Improvement and restore the Common Elements and the Premises to the conditions existing immediately prior to the date of the Villegas License, provided that such removal and restoration shall be completed by a contractor chosen by the Association. If Purchaser fails to restore the Common Elements and the Premises, then the Association shall have the right, but not the obligation to perform such work and the Purchaser hereby agrees to be liable for any and all costs and expenses of such work (including but not limited to, professional and attorneys' fees) which expense shall also become a lien against the Unit. Upon any such removal and restoration, this Agreement shall terminate immediately and may not be renewable. In addition, any fees paid or incurred by Purchaser pursuant to this Agreement shall not be reimbursed, subject to Section 11 below.

11. Attorney's Fees. If either party resorts to litigation to enforce the terms of this Agreement, then the prevailing party shall be entitled to recover its costs and attorney's fees from the losing party. The parties agree that this Agreement may be enforced by specific performance or injunctive relief, as well as any other remedy available at law or equity.

12. Subsequent Owner. This Agreement shall be binding upon the undersigned and their successors, assigns, heirs and devisees, including but not limited to, any successor owner or owners of Unit No. 237-2.

13. Sale of Unit. This Agreement may be transferred upon the sale of the Unit to the subsequent Owner provided that the following conditions are met: (a) there are no unpaid assessments on the Unit for more than sixty (60) days, and (b) the Unit is not in foreclosure.

14. Notices. Notices shall be given in writing and sent to the parties at the addresses indicated below, as may be changed from time to time by written designation pursuant to this paragraph. Notices shall be deemed served immediately upon personal delivery or on the second business day following deposit in the U.S. certified or registered mail, return receipt requested with proper postage prepaid.

15. Termination. This Agreement is subject to termination upon the earliest of the following events:

(a) If the Purchaser fails to perform any maintenance, repair, replacement, preservation or restoration of the Porch Improvement, or to maintain proper insurance coverage, or to carry out any of Purchaser's obligations under this Agreement, or changes the use of the Premises, and fails to correct such default within ten (10) days after written notice from the Association to do so (or immediately upon demand in cases of emergency), then (i) the Association shall have the right, but not the obligation to perform any and all such work required to be performed by

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Purchaser and the Purchaser hereby agrees to be liable for any and all costs and expenses of such work (including but not limited to, professional and attorneys' fees) which expense shall also become a lien against the Unit or (ii) the Association may, in its sole discretion terminate this Agreement upon thirty (30) days written notice to Purchaser.

(b) The Purchaser may, at any time, terminate this Agreement upon thirty (30) days written notice to Association, however, any fees paid or incurred by Purchaser pursuant to this Agreement shall not be reimbursed, subject to Section 11 of this Agreement, and Purchaser shall abide by Section 10 of this Agreement concerning restoration of the Premises.

16. Miscellaneous. Time is of the essence of this Agreement. The Board of Managers of the Association is entering into this Agreement as agents of the Owners and the Association and shall have no personal liability hereunder. Purchaser has had the opportunity to consult with independent legal counsel of his/her own choosing and has fully read and understands the implications of the Agreement and the covenants and obligations of each party hereunder. This Agreement constitutes the entire agreement of the parties, shall be governed by the laws of the State of Illinois (except its choice of laws principles), and can only be amended by a written instrument executed by both parties and recorded with the Cook County Recorder of Deeds. This Agreement itself shall be recorded with the Cook County Recorder of Deeds for the benefit of the parties, and at the expense of the Purchaser.

END OF TEXT OF AGREEMENT

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IN WITNESS OF THE FOREGOING, the Association and the Purchaser have executed this Agreement as of the 23rd day of November, 2013

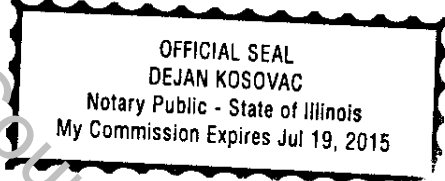
MAPLE GARDENS CONDOMINIUM ASSOCIATION

BY: [Signature]
Its President

ATTEST:
By: [Signature]
Its Secretary

This instrument was acknowledged before me on 23 11, 2013 by DAVID ENDERLE and MARY JO KORN as President and Secretary, respectively, of the Maple Gardens Condominium Association.

[Signature]
Notary Public Signature

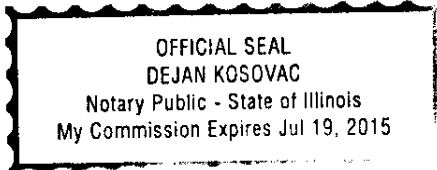


ROBERT M. MOORE, PURCHASER:
[Signature]

UNIT NO. 237-2
237 South Maple, Oak Park, Illinois 60302

This instrument was acknowledged before me on NOVEMBER 23, 2013 by ROBERT M. MOORE

[Signature]
Notary Public Signature



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EXHIBIT "A" LEGAL DESCRIPTION OF THE UNIT

Unit 237-2 in the Maple Gardens Condominium, as delineated on a survey of the following described real estate: Lots 9 and 10 in Block 3 of Scoville and Niles addition to Oak Park, being a subdivision of the west 40 acres of the southwest $\frac{1}{4}$ of Section 7, Township 39 North, Range 13, East of Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit "A" to the Declaration of Condominium recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document 26399097, together with its undivided percentage interest in the Common Elements.

Property: 237 South Maple •
Unit 237-2
Oak Park, Illinois 60302

P.I.N. 16-07-307-036-1004

Property of Cook County Clerk's Office