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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/12/2015 03:33 PM Pg: 1 of 10

Michael D. Miselman  
Seyfarth Shaw LLP  
131 South Dearborn Street  
Suite 2400  
Chicago, IL 60603

374

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), is made and entered into as of this 7th day of May, 2015, by and between **B&D 128TH LLC**, an Illinois limited liability company (hereinafter referred to as the "Licensor"), and **PHILLIP LEONIAN** (together with his agents and independent contractors, hereinafter referred to as the "Licensee").

### WITNESSETH:

WHEREAS, Licensor owns real property located in the Village of Alsip, Illinois, being more particularly described on **Exhibit A** attached hereto and made a part hereof (hereinafter referred to as "Licensor's Property"); and

WHEREAS, Phillip Leonian is affiliated with Concession Services, Inc., a Delaware corporation ("CSI") which conveyed Licensor's Property to Licensor by deed of even date herewith; and

WHEREAS, during his affiliation with CSI, Phillip planted various fruit trees on Licensor's Property from time to time; and

WHEREAS, Phillip planted replacement fruit trees for removed fruit trees, and he tended, removed, treated, pruned, watered, and harvested, and retained as his own property, fruit from fruit trees located on Licensor's Property from time to time (the "Activities"); and

WHEREAS, Phillip desires to continue the Activities during his life time and Grantor is willing to grant such rights.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by Licensee to Licensor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of License. Licensor hereby grants to Licensee an exclusive license for the duration of Licensee's lifetime to enter in, on, under, over, across and through that portion of Licensor's Property described on **Exhibit B** attached hereto and made a part hereof (the "Licensed Parcel") for the limited purpose of accomplishing the Activities (the "License"). The Activities shall be exercised in a manner designed to minimize any interference with the development, use and operation of Licensor's Property. No parking of vehicles by Licensee is

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permitted at any time on Licensor's Property except in areas otherwise designated for parking. Licensor shall use reasonable care to not damage, destroy or disturb the fruit trees located on Licensor's Property; and in the event of any damage, destruction or disturbance of any such fruit tree by Licensor or its agents, Licensor shall repair the damage or replace the tree with a comparable tree of similar maturity.

2. Licensee's Obligation. Licensee shall keep the fruit trees now on or hereafter planted by Licensee during the term of the License on Licensor's Property in a healthy and slightly condition in accordance with reasonable practices of non-commercial fruit tree owners and in compliance with any and all applicable laws and regulations, and be solely responsible for all costs and expenses incurred in connection with the Activities. Licensee hereby indemnifies and holds Licensor harmless from and against any and all liability, damage, cost and expense resulting from the Activities and any injuries arising therefrom plus any attorney fees expended by Licensor to successfully enforce its rights hereunder.

3. General Provisions.

(a) Binding Effect. Subject to the terms set forth herein, the License shall run with and bind the Licensor's Property during the term of the License shall be binding on and inure to the benefit of all parties having any right, title or interest in the Licensor's Property or any portion thereof, and their respective tenants, mortgagees, heirs, executors, administrators, legal representatives, successors and assigns. Acceptance of a deed of conveyance, or the entering into a lease, or the entering into occupancy of any portion of Licensor's Property shall constitute an agreement that the provisions of this Agreement, as the same may be amended from time to time, are binding on such owner, lessee or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any owner, lessee or occupant having at any time during the term of the License any interest or estate in any portion of Licensor's Property or Licensee's Property, as though such provision were recited and stipulated at length in each and every deed, mortgage trust deed, conveyance or lease.

(b) Amendments. This Agreement may be amended in whole or in part only by, or with the written agreement of Licensor and Licensee. Such agreement and consent shall be evidenced by a document in writing bearing each of their signatures, which shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois, or other place as may be required by law at the time such document is recorded. Even if not recorded, such agreement and consent shall be binding upon the signatories thereto. The consent of no other party shall be required.

(c) Approvals. No approval, consent or waiver by any party hereto pursuant to the provisions hereof shall be effective unless in writing.

(d) Abandonment. The License shall not be presumed abandoned by non-use of the License.

(e) No Third Party Beneficiary; No Partnership. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity, including the public, as a third party beneficiary or under any statutes, laws, codes, ordinances,

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rules, regulations, orders, decrees or otherwise, except as otherwise expressly stated herein. Licensors and Licensees shall not be deemed to be partners or joint venturers of one another.

(g) Validity and Severability. Violation of or failure to comply with any covenant, condition or restriction contained in this Agreement shall not affect the validity of any mortgage, deed of trust or other similar security instrument. Invalidation of any one or more of such covenants, conditions and restrictions, or any portions thereof, by a judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect. In the event any provision of this Agreement requires an act which would violate any federal, state or local law, ordinance or regulation, then the action so required hereunder shall be excused and such law, ordinance or regulation shall control.

(h) Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise.

(i) Notices. All notices required or permitted to be given under this Agreement must be in writing and must be sent by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below. Notices shall be effective three (3) business days after deposit in the mail if mailed as stated above. The initial addresses of the Licensors and Licensees shall be:

To Licensee                      Mr. Phillip Leonian  
    c/o Phillip and Edith Leonian Foundation  
    114 East 13th Street, TH-1  
    New York, New York 10005

With a copy to                      Seyfarth Shaw LLP  
    131 South Dearborn Street  
    Suite 2400  
    Chicago, Illinois 60603  
    Attn: Allan J. Reich

To Licensor                              B&D 128th LLC  
    7247 S. South Chicago Avenue  
    Chicago, Illinois 60619

With a copy to                      Robbins, Salomon & Patt, Ltd.  
    Attn: Alan Wolf, Esq.  
    180 North LaSalle Street, Suite 3300  
    Chicago, Illinois 60601

Each party may from time to time change the name and address for notices by notice to the other party given as provided herein. Provided, however, that once the current or a future Licensor has divested itself of title to the Licensor's Property, notice to the divesting Licensor shall not be effective to serve notice on the successor Licensor. Notice to the successor Licensor shall be

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effective if mailed as aforesaid to the successor Licensor at the address as shown on the deed by which the successor Licensor became the Licensor as shown in the records of the Recorder of Deeds of Cook County, Illinois.

(j) Governing Law. This Agreement shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of Illinois.

(k) Costs of Enforcement. If either party employs the services of attorneys to enforce any of their respective rights under this Agreement, to collect any sums due under this Agreement or to remedy the breach of any covenant of this Agreement on the part of the other to be kept or performed, the non-prevailing party shall pay to the prevailing party such reasonable fees as shall be charged by the prevailing party's attorneys for such services at all trial and appellate levels and post judgment proceedings and such prevailing party shall also have and recover from the non-prevailing party all other costs and expenses of such suit and any appeal thereof or with respect to any post judgment proceedings.

SIGNATURES FOLLOW ON NEXT PAGE

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IN WITNESS WHEREOF, Licensor and Licensee have set their hands as of the day first written above.

LICENSOR

B&D 128TH LLC

By: *[Signature]*  
Name: *Bruce Goldberg*  
Title: *Manager & Member*

LICENSEE

\_\_\_\_\_  
Phillip Leonian

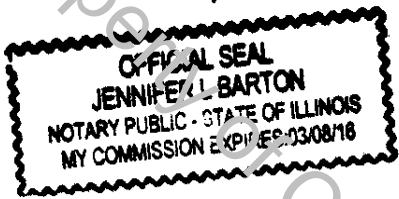
Property of Cook County Clerk's Office

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STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brue Goldberg, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Manager & Member of B&D 128th LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of May, 2015.



\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Phillip Leonian, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

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IN WITNESS WHEREOF, Licensor and Licensee have set their hands as of the day first written above.

LICENSOR

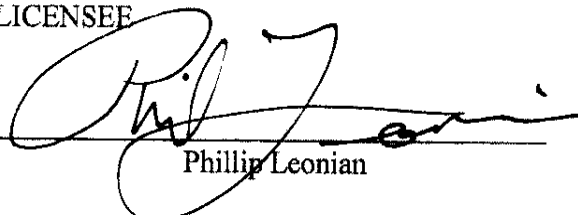
B&D 128TH LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LICENSEE

  
\_\_\_\_\_

Phillip Leonian

Property of Cook County Clerk's Office

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STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as \_\_\_\_\_ of B&D 128th LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

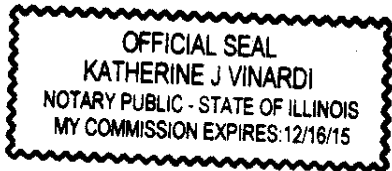
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Phillip Leonian, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act.

GIVEN under my hand and notarial seal this 5<sup>th</sup> day of May, 2015.

Katherine J Vinardi  
Notary Public





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## Exhibit A Description of Licensor's Parcel

THAT PARCEL OF LOT 1 IN BCR SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 AND 66.0 FEET WEST OF THE EAST LINE OF SAID LOT 1, THENCE SOUTH ALONG A LINE WHICH IS 66.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 551.0 FEET TO A POINT ON THE NORTH LINE OF WEST 128TH PLACE; THENCE WEST ALONG THE NORTH LINE OF WEST 128TH PLACE FOR A DISTANCE OF 573.34 FEET; SAID LINE BEING 551.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE NORTH ALONG A LINE WHICH IS 26.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 335.03 FEET SAID POINT BEING THE SOUTH LINE OF WEST 127TH PLACE AS EXTENDED EASTERLY; THENCE EAST ALONG SAID SOUTH LINE OF WEST 127TH PLACE AS EXTENDED EASTERLY FOR A DISTANCE OF 14.0 FEET; THENCE NORTH ALONG THE EAST LINE OF SOUTH KOSTNER AVENUE AS DEDICATED FOR A DISTANCE OF 216.0 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE EAST LONG THE NORTH LINE OF SAID LOT 1 FOR A DISTANCE OF 558.71 FEET MORE OR LESS TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ADDRESS: 4360 W. 128th Place, Alsip, Illinois 60803

PIN: 24-34-200-012-0000

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**Exhibit B**  
**The Licensed Parcel**

THAT PART OF LOT 1 IN BCR SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 1 AND 66.0 FEET WEST OF THE EAST LINE OF SAID LOT 1, THENCE SOUTH 00 DEGREES 11 MINUTES 55 SECONDS EAST ALONG A LINE WHICH IS 66.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 240.0 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 11 MINUTES 55 SECONDS EAST ALONG SAID LINE FOR A DISTANCE OF 95.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE BEING PARALLEL TO THE NORTH LINE OF SAID LOT 1 FOR A DISTANCE OF 115.00 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 55 WEST ALONG A LINE BEING PARALLEL TO THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 95.00 FEET; THENCE NORTH 90°00'00" EAST FOR A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ADDRESS: 4360 W. 128th Place, Alsip, Illinois 60803

PIN: Part of 24-34-200-012-0000