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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/27/2016 10:59 AM Pg: 1 of 8

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NON-EXCLUSIVE LICENSE AGREEMENT  
THE AMBASSADOR

This Instrument Prepared By and Return to:

Patricia A. O'Connor  
Levenfeld Pearlstein, LLC  
2 North LaSalle Street, Ste. 1300  
Chicago, Illinois 60602

Address of Property: 1300 North State Parkway, Unit 1201, Chicago, Illinois 60610

Permanent Index Number: 17-04-218-051-1037

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## FIREPLACE CONVERSION AND LICENSE AGREEMENT

This Agreement entered into at Chicago, Illinois on the \_\_\_\_ day of June, 2016, between THE AMBASSADOR CONDOMINIUM HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation (the "Association") and AMY EVERARD and CHRISTIAN ZANN (collectively "Owner").

### W I T N E S S E T H:

The Owner is the legal owner of Unit 1201 (the "Unit") located in The Ambassador Condominium Homeowners Association, 1300 North State Parkway, Chicago, Illinois (the "Property") created by the Declaration of Condominium Ownership Pursuant to the Illinois Condominium Property Act For The Ambassador Condominium Homeowners Association (the "Declaration"); and

Owner has requested permission to access and extend a Common Element gas line which feeds into Unit 1201 for the purpose of providing gas service to a fireplace located within Unit 1201 (on the 13<sup>th</sup> Floor) to convert the existing wood burning fireplace to gas and to modify the existing fireplace chimney and flue to accommodate the necessary exhaust system, including placement of an exhaust fan on the roof of the Building ("Fireplace Conversion").

Pursuant to the Illinois Condominium Property Act and the Declaration, the Association, by a vote of its Board of Directors (the "Board"), may grant licenses with respect to the Common Elements of the Property.

Subject to the terms and conditions set forth in this Agreement, the Board agrees to grant to the Owner a license to extend, activate and maintain the gas line serving Unit 1201 and to modify the existing fireplace chimney and flue to accommodate the necessary exhaust system, including placement of an exhaust fan on the roof of the Building. The License shall commence upon the execution of this Agreement and shall terminate as provided under Paragraph 2(b) of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements between the parties, the Owner and the Association agree as follows:

1. APPLICATION TO THE BOARD. The Owner has made written application to the Board requesting approval of the Fireplace Conversion. With the application, the Owner has submitted plans detailing the Common Elements the Fireplace Conversion will affect. A copy of such plans, prepared by Burns + Boyce Architects including Sketch CSK-02 which, are attached hereto and incorporated herein as Exhibit A.

2. LICENSE FOR FIREPLACE CONVERSION. The Board hereby grants to the Owner, and his/her agents, a license to go upon that portion of the Common Elements of the Property, as shown on Exhibit "A", as limited and modified by Full Circle Architects' review of May 24, 2016 and May 28, 2016 attached hereto as Exhibit B, to install and maintain the Fireplace Conversion on the following terms:

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- a. The License shall commence upon execution of this Agreement by the parties.
  - b. This License may be terminated by the Association upon the following events: destruction of the Unit or the Property; abandonment or non-use of the Unit or the Fireplace Conversion by the Owner; or failure of Owner or agents to proceed with Fireplace Conversion in accordance with the provisions of this Agreement.
  - c. Upon termination of the License, if directed by the Board, Owner at his/her sole cost and expense, shall promptly restore the subject area to its original condition. If the Owner fails to complete this restoration within forty-five (45) days after termination of the License, upon ten (10) days' written notice to the Owner, the Association may complete the restoration and charge the costs and expenses thereof to the Owner.
3. CONSTRUCTION OF FIREPLACE CONVERSION. Subject to the conditions in this Agreement, the Board will permit the Owner to proceed with the Fireplace Conversion under the following conditions:
- a. The Fireplace Conversion will be constructed and maintained in strict accordance with the plans and specifications approved by the Board as Exhibits A and B;
  - b. The Association may engage a mechanical contractor to oversee and approve the construction. All fees incurred by the Association in retaining a mechanical contractor to oversee the work shall be assessed against the Unit and treated as an assessment.
  - c. The Owner and his/her contractor(s) shall coordinate with the Association's on-site property manager the scheduling of all further required maintenance or repair on the Fireplace Conversion; and the work may be performed by the Association's selected contractor and at the Unit Owner's expense and shall be performed in such a manner and time as to cause the least possible inconvenience to the residents of the Association.
  - d. All debris shall be removed from the site of the Fireplace Conversion on a daily basis by the Owner's contractors at the Owner's expense. No debris shall be stored on the site without the express consent and approval of the Association.
  - e. Before commencing work on the Fireplace Conversion, the contractor shall, at the Unit Owner's expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof, if any.
  - f. All work on the Fireplace Conversion will be performed by licensed, fully bonded contractors.
  - g. All work shall be in accordance with the Declaration, By-Laws, House Rules and Construction Rules.

No work on the Fireplace Conversion shall be commenced without permission of and at least ten (10) days' notice must be given by the Owner to the managing agent work is commenced.

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4. LICENSE FEE. Waived.

5. LIENS. If any mechanic's or other lien caused or created by the Owner or anyone claiming through or under the Owner shall at any time be filed against the Unit or the Property, the Owner shall either cause the same to be discharged of record within twenty (20) days after the date he/she receives notice of filing of the lien; or if the Owner shall desire to contest such lien, the Owner shall at the Board's option furnish to the Board security in the amount of the claim, plus costs and interest, or shall procure a bond of a reputable bonding company in said amount, or shall establish a title indemnity fund at a title insurance company of the Board's choosing.

6. INDEMNITY. The Owner shall indemnify and hold harmless the Association, the Board, and their respective employees and agents (including dkCondo, Inc.), and each and all Unit Owners from and against the following:

a. Any damage to any part of the Common Elements or any Unit, directly or indirectly caused by the construction of the Fireplace Conversion;

b. Any claim or demand for mechanic's lien by any contractor or subcontractor directly or indirectly resulting from the Fireplace Conversion;

c. Any claim or demand by any person or persons, entities, whether Unit Owners, guests, or invitees, for personal injury or property damage of any nature or description, arising directly or indirectly from the Fireplace Conversion; and

d. Any claim or demand by the City of Chicago, or its departments, for failure of the Owner to comply with any applicable building or zoning ordinance, law or regulation.

Subject to Paragraph 5 of this Agreement, in the event that any claim or demand is made upon the Board or the Association relating to the Fireplace Conversion, as described in Paragraph 6 above, the Owner agrees to be solely responsible and shall pay in full any and all such claims or demands upon ten (10) days' written notice for the Board. In evaluating such claims or demands, the Board shall act reasonably and in good faith. If the Owner fails to pay such claims or demands, the Association may advance the payment of such claim or demand and may recover from the Owner the amount of such payment. The amount of the payment by the Association shall constitute a lien for special condominium assessments against the Unit, enforceable under the Act and the Declaration as a lien for delinquent special assessments. The amount of any indemnification by the Owner described in this paragraph shall include the cost of defending any such claim.

7. INSURANCE. Prior to the start of any work on the Fireplace Conversion, all contractors will deliver to the Board evidence of insurance coverage in amounts satisfactory to the Board. The Association, the Board, its agents and employees, and all other Unit Owners, must be named as additional insured parties to any general and excess liability insurance policies from any contractors.

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8. MISCELLANEOUS.

a. Hold Harmless Clause. In no event shall the limits of any insurance policy provided for under Paragraph 7 of this Agreement be deemed to limit the Owner's liability to the Association, the Board, its agents and employees and the Unit Owner under Paragraph 6 of this Agreement.

b. Attorneys' Fees. 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 proceeding such amount as a court may determine to be reasonable attorneys' fees.

c. Notices. Communications, notices, and demands of any kind which either party may be required or desire to give to or serve upon the other party shall be made in writing and delivered in person (if delivered in person, shall be receipted for by the person to whom it is directed or the agent of such person) or sent by certified or registered mail, postage prepaid, return receipt requested, as follows:

If to the Owner:

Amy Everard and Christian Zann  
1300 North State Parkway  
Unit 1201  
Chicago, Illinois 60610

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Association (including the Board):

The Ambassador Condominium Homeowners Association  
c/o dkCondo, Inc.  
1300 North State Parkway  
Chicago, Illinois 606101

with a copy to:

Patricia A. O'Connor  
Levenfeld Pearlstein, LLC  
Two North LaSalle Street, Suite 1300  
Chicago, Illinois 60602

All communications, notices and demands shall be deemed served upon delivery to the addressee.

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d. Assignment. The Owner may not assign this Agreement without the prior written consent of the Board of Directors which consent shall not be unreasonably denied.

e. Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement.

f. Applicable Law. This Agreement shall be governed and construed pursuant to the laws of the State of Illinois.

g. Amendments - Parol Evidence. This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto expressing by its terms an intention to modify this Agreement.

IN WITNESS WHEREOF, the parties mentioned above have hereunto executed this Agreement on the day and year first above written.

THE AMBASSADOR CONDOMINIUM  
HOMEOWNERS ASSOCIATION, an  
Illinois not-for-profit corporation

By: [Signature]  
Its: President

ATTEST:

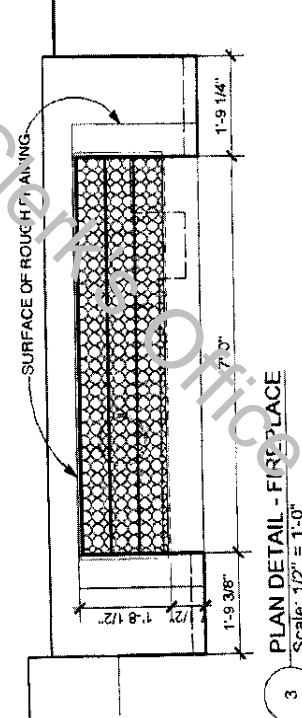
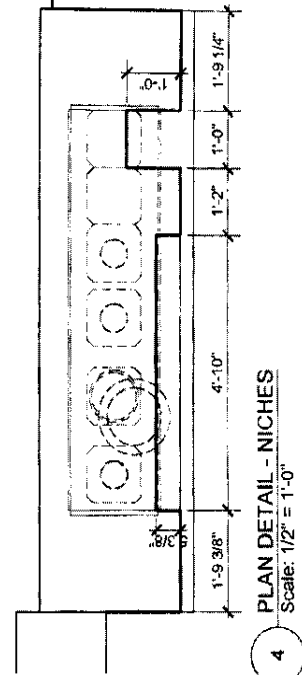
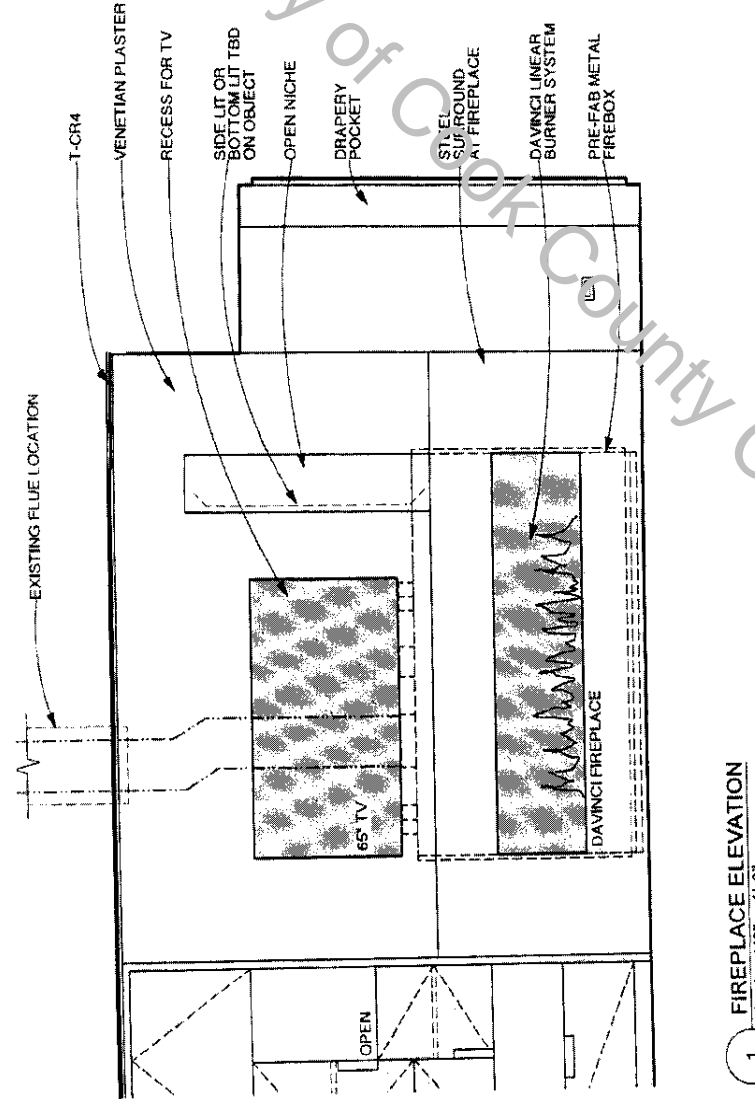
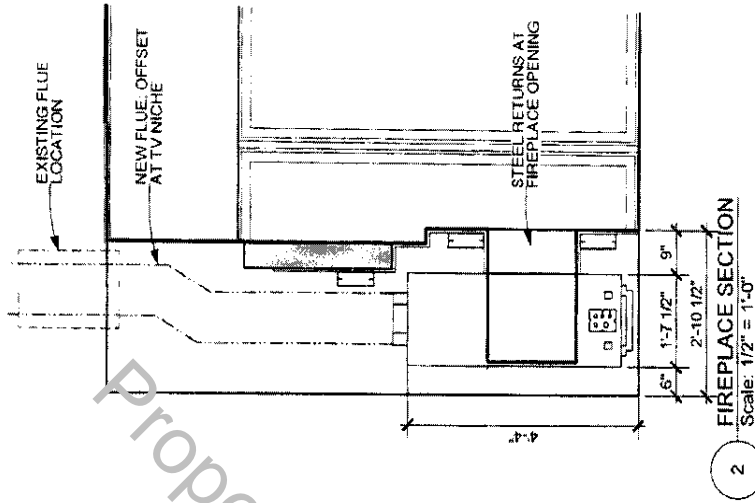
By: [Signature]  
Its: Secretary

OWNER:

[Signature]  
Amy Everard

[Signature]  
Christian Zann

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Burnts + Beyerl ARCHITECTS	Project Name	1300 N STATE PARKWAY	Sheet No.	CSK-02
	Drawn By	JH/AMH		
	Scale		Date	01.26.2016
	Project Title		Project	
			Material	



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EXHIBIT A <sup>b</sup>

## LEGAL DESCRIPTION OF UNIT

UNIT 1201 IN THE AMBASSADOR CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 5, 6 AND 7 IN THE SUBDIVISION OF LOT 5 AND OF SUBLOT 1 OF LOT 4 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT 0511618089, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Address: 1300 North State Parkway, Chicago, Illinois 60610

Unit 1201 PIN 17-04-218-051-1037

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