

# UNOFFICIAL COPY



Doc#: 1624434088 Fee: \$54.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/31/2016 03:07 PM Pg: 1 of 9

## LICENSE AGREEMENT

### LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into as of this 30<sup>th</sup> day of August, 2016, by and between 1555 ASTOR CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation ("LICENSOR") and ROBERY CORY SCHNEPPER and BARABARA ELLEN SCHNEPPER (collectively, "LICENSEE").

### RECITALS

- A. LICENSEE is the record owner of unit 25NE (the "Unit") in the condominium property located at 1555 North Astor Street, Chicago, Illinois (the "Condominium Property") and legally described on Exhibit "A" attached hereto and made a part hereof.
- B. LICENSEE wishes to enclose and physically incorporate a portion of the common element hallway adjacent to the Unit (the "Licensed Area") into the Unit for the exclusive use of the owner of the Unit and, in connection therewith, to relocate and modify the Unit's entry doorway (collectively, the "Doorway Modification Work"). A drawing depicting the Licensed Area and the proposed Doorway Modification Work is attached hereto as Exhibit B.
- C. The Doorway Modification Work requires the prior written approval of LICENSOR, and enclosure and exclusive use of the Licensed Area requires a license from LICENSOR.
- D. LICENSEE desires to have LICENSOR's approval for the Doorway Modification Work and a license for enclosure and use of the Licensed Area, and LICENSOR is willing to provide such approval and license, all on the terms hereinafter set forth.

THIS INSTRUMENT WAS PREPARED BY AND  
AFTER RECORDING RETURN TO:

DAVID SUGAR  
ARNSTEIN & LEHR LLP  
120 S. RIVERSIDE PLAZA, SUITE 1200  
CHICAGO, IL 60606

COMMON ADDRESS  
1555 N. Astor, Chicago, IL 60610  
Unit 25NE

PIN: 17-03-101-028-1045

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E. The Licensed Area is neither necessary nor practical for use by the owners or residents of any unit other than the Unit.

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 LICENSEE's payment of a one-time license fee in the amount of One Hundred Dollars (\$100.00) to LICENSOR, LICENSOR hereby grants LICENSEE 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 Doorway Modification Work in accordance with the terms and conditions of this Agreement.

2. LICENSEE must at all times use and occupy the Licensed Area in compliance with the Declaration of Condominium for 1555 Astor ("Declaration") and the Bylaws and rules and regulations of LICENSOR ("Bylaws, Rules and Regulations"), all as from time to time may be amended, 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. Except for the \$100 one-time license fee referenced in Section 1, LICENSEE shall not be obligated to pay any other fee, charge or additional common expense assessments to LICENSOR on account of the license granted herein or LICENSEE's use and occupancy of the Licensed Area.

4. LICENSOR hereby conditionally approves the Doorway Modification Work, subject to the following limitations, terms and conditions:

(a) LICENSEE shall submit to LICENSOR detailed plans and specifications (the "Plans and Specifications") for all aspects of the Doorway Modification Work (including demolition work) and shall not commence any Doorway Modification Work without the prior, written approval of LICENSOR of such Plans and Specifications, which approval shall not be unreasonably withheld or delayed;

(b) LICENSEE shall furnish LICENSOR with certification from a licensed architect or engineer that the Doorway 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 Condominium Property or damage to the mechanical, electrical, heating, ventilating or air conditioning systems thereof.

(c) LICENSEE shall furnish the Association with copies of all building permits required in respect to the Doorway Modification Work prior to commencement thereof.

(d) LICENSEE shall furnish LICENSOR with evidence satisfactory to LICENSOR of insurance policies carried by LICENSEE and 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 Doorway Modification Work.

(e) LICENSEE shall be responsible for any damage to the Condominium Property or any part thereof arising from or out of LICENSEE'S use, alteration or maintenance of the

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Licensed Property or performance of the Doorway Modification Work. LICENSEE shall exercise LICENSEE'S rights and privileges hereunder solely at LICENSEE'S own risk, and agrees to indemnify and hold LICENSOR and each of its members and any other occupants of the Condominium Property and LICENSOR'S board members, agents and employees harmless from any costs, expenses, fees, including attorneys' fees, loss, damage or liability arising from or out of or in any way connected with physical damage or personal injury arising from the Doorway Modification Work. LICENSOR shall not be liable to LICENSEE if, as a result of any act or actions taken by a third party, LICENSEE'S alteration, use or maintenance of the Licensed Property hereunder shall be hindered or disturbed.

(f) The cost and expense of the Doorway Modification Work shall be paid solely by LICENSEE. Furthermore, LICENSEE shall pay LICENSOR any additional expenses incurred by LICENSOR arising from the Doorway Modification Work or by reason of this Agreement, including reasonable attorneys' fees and other professional fees incurred by LICENSOR in connection therewith. LICENSEE will not permit any mechanic's liens to be placed on the Condominium Property or any part thereof as a result of the Doorway Modification Work, and in the event any such mechanic's lien is filed, LICENSEE will promptly discharge same or provide LICENSOR with reasonable security against any such liens. If LICENSEE fails to discharge any such liens or provide such reasonable security within thirty (30) days after written notice thereof from LICENSOR to LICENSEE, 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 Doorway Modification Work shall be constructed in conformity with the Plans and Specifications, in a good and workmanlike manner, in conformity with LICENSOR'S rules, and in conformity with all governmental statutes, ordinances and codes. LICENSEE shall use its best efforts to complete the Doorway Modification Work no later than ninety (90) days after commencement thereof. No Doorway 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. LICENSEE'S contractors shall only use elevators designated by LICENSOR and shall keep the Condominium Property free and clear of all debris. LICENSEE'S Contractor's materials and supplies shall be stored only in the Unit. All Doorway 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 Property and the Doorway Modification Work at reasonable times upon prior notice.

(h) LICENSEE shall pay the fees of LICENSOR'S consultants in reviewing the Plans and Specifications and inspecting the Doorway Modification Work

(i) LICENSOR reserves the right to impose additional restrictions as to the manner in which work the Doorway Modification Work may be performed if, in LICENSEE'S reasonable judgment, such additional requirements are necessary to address specific problems arising in the course of the Doorway Modification Work.

(j) No further modifications shall be made by LICENSEE in or to the Licensed Area without the prior written approval of LICENSOR'S Board of Directors.

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5. LICENSEE shall be responsible for any damage to the Condominium Property or any part thereof (including but not limited to the Licensed Area) arising from or out of the Doorway Modification Work or LICENSEE'S use or maintenance of the Licensed Area. LICENSEE shall exercise LICENSEE'S rights and privileges hereunder solely at LICENSEE's own risk.
6. LICENSEE 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) brought or alleged against LICENSOR relating to the execution of this Agreement or the use of the Licensed Area. LICENSOR shall give LICENSEE prompt written notice of the institution of any such action. LICENSEE shall permit LICENSOR to defend the same, and give LICENSOR all available information, assistance, and authority in connection therewith. LICENSOR shall have control of the defense of any such action, including appeals, and of all negotiations for, including the right to effect the settlement or compromise thereof. Pursuant to the terms of this paragraph, however, LICENSEE shall, upon demand, reimburse LICENSOR for all attorneys' fees, costs and expenses not covered by insurance. LICENSOR shall not be liable to LICENSEE if, as a result of any act or actions taken by a third party, LICENSEE'S use or maintenance of the Licensed Area hereunder shall be hindered or disturbed.
7. This Agreement is revocable by LICENSOR, without cost or penalty, on not less than sixty (60) days written notice to LICENSEE upon any of the following conditions: (a) destruction of the Licensed Area, the Unit, or the Condominium Property; (b) LICENSEE's failure to properly maintain the Licensed Area that causes damage to the common elements; (c) damage to any portion of the Condominium Property, including the common elements or another unit, arising from the Licensed Area; (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 votes to terminate this Agreement, with or without cause. Upon termination of this Agreement, LICENSEE shall quietly and peaceably surrender the use and occupancy of the Licensed Area to LICENSOR and shall promptly restore all carpeting, lighting and wall-coverings to conform to those in the hallway adjacent to the Licensed Area as of the time of such termination. If LICENSEE shall fail to so restore and deliver the Licensed Area or a portion thereof, as aforesaid, LICENSOR may, at its option, undertake such restoration, at LICENSEE'S sole expense. The cost of such restoration shall be a lien on the Unit and shall be payable to LICENSOR on demand.
8. All terms, covenants and conditions of this License Agreement shall be binding upon and inure to the benefit of all future owners of the Unit.
9. LICENSEE acknowledges that its 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 requested 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.
10. Notices hereunder shall be in writing and shall be served by 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:

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To Licensor:

1555 Astor Condominium Association  
1555 North Astor Street  
Chicago, IL 60610  
Attn: President

To Licensee:

Robert Cory Schnepfer  
Barbara Ellen Schnepfer  
1555 North Astor Street  
Unit 25NE  
Chicago, IL 60610

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

12. In the event LICENSEE is a land trust, the covenants and agreements contained herein shall be binding upon all beneficial owners of LICENSEE.

13. 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.

14. 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.

15. 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:

LICENSEE:

**1555 ASTOR CONDOMINIUM ASSOCIATION**

By: Barbara J. Leventhal  
Its: President

RC Schnepfer  
ROBERT CORY SCHNEPPER

Attest: Valerie Maniscalco  
Its Secretary

Barbara Ellen Schnepfer  
BARBARA ELLEN SCHNEPPER

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Taylor Brown, a Notary Public in and for said County and State, do hereby certify that Hazel J. Sevinthal and N. A. the President and Secretary, respectively of the Board of Directors of 1555 Astor Condominium Association, as such President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered the foregoing License Agreement as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5<sup>th</sup> day of August, 2016.



Taylor Brown  
Notary Public

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF MIAMI-DADE

I, Lourdes L. Alvarez, a Notary Public in and for said County and State, do hereby certify that Robert Cory Schnepfer and Barbara Ellen Schnepfer appeared before me this day in person and acknowledged that they signed and delivered the foregoing License Agreement as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20 day of July, 2016.

Lourdes L. Alvarez  
Notary Public



LOURDES L. ALVAREZ  
MY COMMISSION # FF 021741  
EXPIRES: May 27, 2017  
Bonded Thru Budget Notary Services

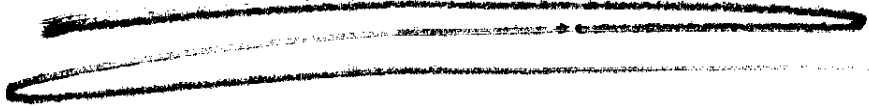
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**EXHIBIT A**  
**(Legal Description of Property)**

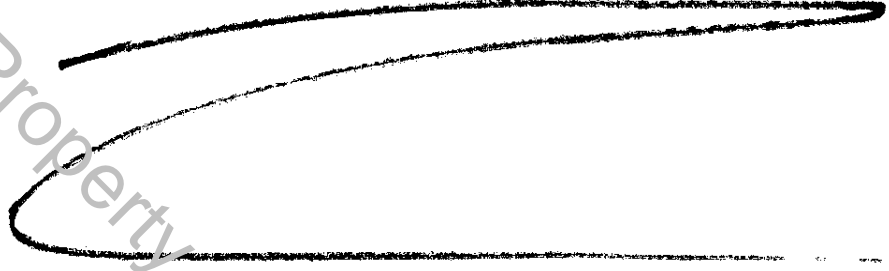
Lots 29 to 39 inclusive in the resubdivision by the Catholic Bishop of Chicago and Victor F. Lawson of Block 1 in the Catholic Bishop of Chicago's Lake Shore Drive Addition to Chicago in the North 1/2 of the Fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which Plat of Survey is attached as Exhibit "C" to Declaration of Condominium made by American National Bank and Trust Company of Chicago, a national banking association, as Trustee under Trust Agreement dated November 17, 1971, and known as Trust Number 76262, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 23269378, as amended from time to time, all in Cook County, Illinois.

COMMON ADDRESS: 1555 N. Astor, Chicago, Illinois 60610

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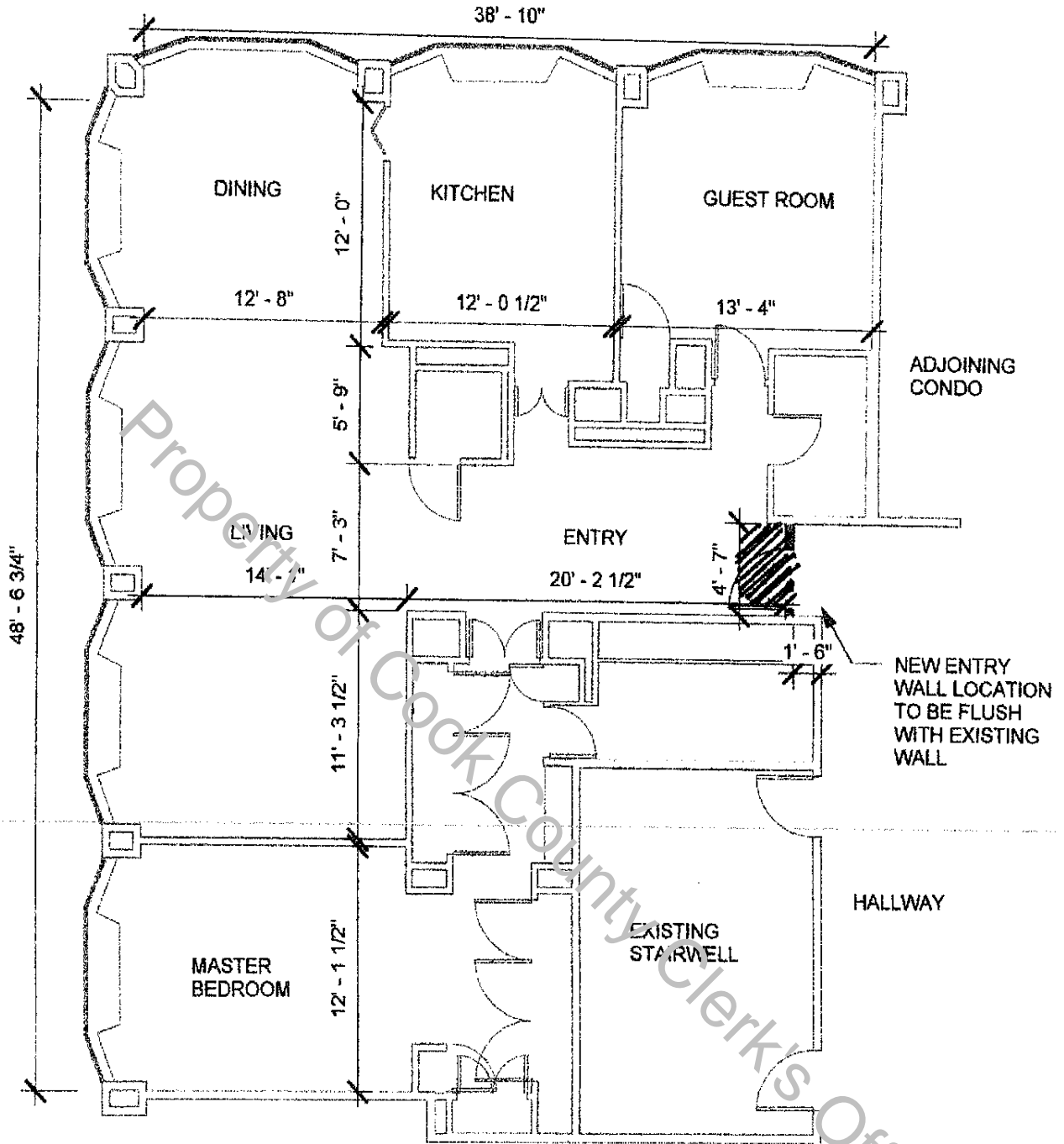
**EXHIBIT B**  
**(Depiction of Licensed Area and Doorway Modification Work)**



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**1** CONST - FIRST FLOOR NEW WALL PLACEMENT  
1/8" = 1'-0"

Graphic Scale: 1 inch = 8 feet



*Joel Berman*  
**JOEL BERMAN**  
 ARCHITECTURE & DESIGN  
 5212 NORTH CLARK STREET, SUITE 3  
 CHICAGO, ILLINOIS 60640  
 T: 773.275.5968  
 F: 773.564.9838  
 www.BermanArchitecture.com

**SCHNEPPER RESIDENCE  
 RENOVATED CONDO  
 IN EXISTING SPACE**  
 1555 N ASTOR, 25NE CHICAGO,  
 IL 60610

**PROPOSED NEW ENTRY WALL**

Project number	1607	<b>SK-1</b>
Date	03.28.16	
Drawn by	JW	
Checked by	JB	
Scale		1/8" = 1'-0"