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LICENSE AGREEMENT



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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/20/2017 12:12 PM PG: 1 OF 3

THIS AGREEMENT made this 22nd day of NOVEMBER, 2016, by and between

JEFFREY RAGAINS and SARAH RAGAINS, hereinafter called the "LICENSOR", and **DOUGLAS HANSCOM and ALLISON HANSCOM**, hereinafter called the "LICENSEE".

RECITALS

Above Space for Recorder's use only

The **LICENSOR** is the owner of the following described real property:

LOT 1 (EXCEPT THE SOUTH 50 FEET THEREOF) IN BLOCK 22 IN FIELD PARK SUBDIVISION OF THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 18-05-125-012-0000

PROPERTY ADDRESS: 4200 Franklin Avenue, Western Springs, IL 60558; hereafter referred to as "Premises"; and

LICENSEE is the owner of the following described real property:

THE SOUTH 50 FEET OF LOT 1 IN BLOCK 22 IN FIELD'S PARK A SUBDIVISION OF PART OF THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 18-05-125-013-0000

PROPERTY ADDRESS: 4204 Franklin Avenue, Western Springs, IL 60553; which abuts the South line of Premises and is hereafter called "Land";

LICENSEE has a driveway along the North property line of Land which encroaches over the South property line of Premises, as shown on a copy of survey prepared by Allen D. Carracus dated August 1, 2012 bearing order No. 24150, attached hereto as Exhibit I and hereby made a part hereof.

IT IS THEREFORE AGREED:

GRANT OF LICENSE

1. **LICENSOR** hereby grants to the **LICENSEE** the right to maintain **LICENSEE**'s existing driveway over and upon 0.30 feet at eastern most point of driveway to 0.60 feet at midpoint of Lot near middle of southern wall of existing house structure on Premises. The parties agree that there is no encroachment upon the portion west of the existing house structure of Premises and no license is granted for this west portion of the Premises.

CONSIDERATION

- 2. In consideration for this agreement, the **LICENSEE** shall pay to **LICENSOR** \$1.00 per year.
- 3. **LICENSEE** agrees to assume all maintenance costs and expenses for said driveway and **LICENSOR** hereby agrees to allow **LICENSEE** access onto Premises for purposes of same.

ASSIGNMENT

4. This license is not assignable by either party without the consent of the other party.

CCRD REVIEW

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TERMINATION AT WILL

5. This agreement is terminable by either party at will by the giving of actual notice to the other party. Notice to either party shall be in writing and shall be served upon the parties at the addresses as referred to above. The mailing of a notice by either certified or registered mail, return receipt requested, shall be sufficient service.

EARLY TERMINATION

6. This agreement shall terminate upon the LICENSEE'S removal of the driveway from the LICENSOR'S property. If LICENSEE should reconstruct or replace said driveway for any reason whatsoever, or otherwise rebuilds the property at 4204 Franklin Avenue, LICENSEE hereby agrees that such reconstruction or replacement shall be entirely within the boundaries of LICENSEE'S property. All costs of removal of driveway shall be paid by LICENSEE. LICENSEE agrees to restore Premises to the same condition (i.e. grass or sod) as prior to encroachment by driveway.

WHEREAS

7. The LICENSEE hereby agrees to hold LICENSOR harmless from any and all claims of liability which may arise from use by LICENSEE or by guests of LICENSEE of said driveway.

8. This license shall not be construed as an easement, nor shall it constitute a covenant running with land.

9. This license shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the respective parties hereto.

Executed at Western Springs, Illinois, on the day and year first above written.

[Signature] Licensor
JEFFREY RAGAINS, LICENSOR

[Signature] Licensee
DOUGLAS HANSCOM, LICENSEE

[Signature] Licensor
SARAH RAGAINS, LICENSOR

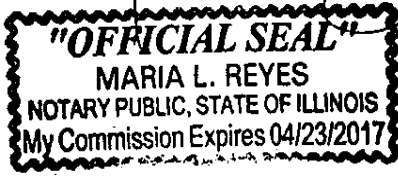
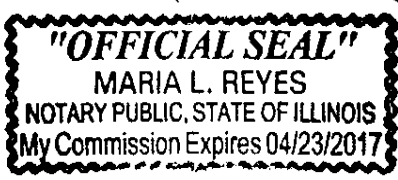
[Signature] Licensee
ALLISON HANSCOM, LICENSEE

Subscribed and sworn to before me
this 22nd day of NOV., 2016

Subscribed and sworn to before me
this 19th day of NOV., 2016

[Signature]
NOTARY PUBLIC

[Signature]
NOTARY PUBLIC



PREPARED BY:

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