

UNOFFICIAL COPY

This document prepared
by and after recording,
return to:

David C. Hartwell, Esq.
PENLAND & HARTWELL, LLC
One N. LaSalle Street
38th Floor
Chicago, IL 60602



1831313025

Doc# 1831313025 Fee \$84.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/09/2018 11:39 AM PG: 1 OF 2

LICENSE AND INDEMNITY AGREEMENT NORTH TOWN VILLAGE CONDOMINIUM ASSOCIATION

9th This License and Indemnity Agreement ("Agreement") entered into IN Chicago, Illinois on the 9th day of November, 2018 by and between the North Town Village Parkway Condominium Association, an Illinois not-for-profit corporation ("Licensor") and Cristi Richen & Brian Capo, owner(s) of Unit 1345 Burling, located at 1345 N. Burling St Chicago IL 60610 (collectively, "Licensee").

WITNESSETH:

A. The Licensee is the legal owner of Unit 1345 ("Unit") located in the North Town Village Condominium Association ("Association"), Chicago, Illinois ("Property"), a condominium association created by the Declaration of Condominium Ownership for North Town Village Condominium, as amended from time to time ("Declaration") which was recorded with the Cook County Recorder of Deeds as document number 0010906035. A legal description of the Property is attached hereto as Exhibit "A";

B. The Licensee has applied to the Board of Directors of the Licensor ("Board") to for the approval of construction plans which include, among other things, construction of a deck ("Addition") upon the roof of the building in which the Unit is located. ("Licensed Area"). The Licensed Area is described in detail on Exhibit B to this Agreement. The Addition consists of 275 square feet in an area that is 46 feet by 6 feet. The Addition is depicted on Exhibit C to this Agreement. * 2nd floor deck specs above. Note also B.1 below.

C. Licensor makes no representation or warranty regarding whether or not the Addition complies with any applicable code provisions related to the Addition construction, materials, size or placement at the time this agreement is executed or in the future. Licensee, including all assigns, successors, heirs and beneficiaries, are solely responsible for all code compliance at all times and consistent with the promises set forth herein shall be responsible for any and all building and other applicable code compliance issues, infringements, encumbrances, infractions, violations and suits

D. The Board is entering into this Agreement pursuant to the powers granted to it by the Declaration and the Illinois Condominium Property Act, 765 ILCS 605/1 et seq. ("Act").

B.1 The addition consists of 144 square feet in an area that is larger than 12 feet by 12 feet. See Exhibit B for detail.

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E. Subject to the terms and conditions set forth in this Agreement, the Board agrees to grant to the Licensee a revocable license ("License") to construct, use, maintain, repair and replace the Addition subject to the provisions of this Agreement. The Agreement shall commence upon the execution and recording of this Agreement and shall terminate as provided under the provisions of this Agreement.

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

1. APPLICATION TO THE BOARD AND APPROVAL OF PLANS. The Licensee has made written application to the Board and received its written approval of the plans and specifications for the Addition prepared by Red Architects Ltd, an architect licensed in the State of Illinois ("Architect") and dated April 12, 2018 ("Plans"). Such Plans shall include as a minimum water resistant lumber, galvanized fittings and brackets and shall conform to the applicable building code provisions of the City of Chicago Municipal Code ("Code"). All costs and professional fees incurred by the Association to review the plans for the Addition will be paid by the Licensee. Licensor acknowledges that it has approved the Plans and Addition. By approving such Plans and Addition, the Licensor does not express any opinion as to the design, fees or suitability of the work materials or equipment used or compliance with federal, state or local laws and ordinances, and the consent of the Licensor shall not relieve the Licensee from full compliance with all applicable laws. LICENSOR DOES NOT WARRANT, THE FITNESS OR HABITABILITY OF THE ADDITION OR AN PLANS OR SPECIFICATION WHICH MAY HAVE BEEN PROVIDED BY THE ASSOCIATION OR ITS AGENTS.
2. GRANT OF LICENSE. The Board on behalf of the Licensor hereby grants to the Licensee, and his agents, successors and assigns the License to go upon that portion of the common elements of the Property, consisting of the Licensed Area as shown on Exhibit B attached to this Agreement, to construct, use, maintain, repair and replace the Addition on the following terms:
 - a. The Licensee shall not commence construction prior to the recording of this Agreement.
 - b. As consideration for the License, Licensee shall reimburse Licensor for any costs and fees incurred by the Licensor in connection with this License.
 - c. All fees and costs to construct, use, maintain, repair and replace the Addition shall be paid by Licensee.
 - d. This License may be terminated by the Licensor upon the following events: (1) death of the Licensee prior to completion of the Addition; (2) destruction of the Addition or Unit or the Property and failure to rebuild the Addition in substantially the same manner within one hundred eighty (180) days following destruction; (3) failure of the Licensee or his agents to construct the Addition in accordance with this Agreement, (4) failure of the Licensee to maintain insurance on the Addition; (5) breach of any of

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the covenants of this Agreement which breach shall not be cured within thirty (30) days following written notice; (6) Failure to properly maintain, repair and replace the Addition as needed; or (7) Failure to maintain, repair and replace the roofing membrane below the Addition, including but not limited to causing the roof warranty to be suspended or cancelled.

- e. This License may be terminated by the Licensee upon thirty (30) days' written notice to the Licensor.
- f. Upon termination of the License by either the Licensor or the Licensee, if directed by the Board, the Licensee at his sole cost and expense, shall promptly remove the Addition, or any incomplete portion thereof, and restore the subject area to its original condition, including repairing all affected areas of the roof and obtaining confirmation from the roof warranty company that all repairs are sufficient to preserve the existing warranty. If the Licensee fails to complete this restoration within one hundred eighty (180) days after termination of the License, upon ten (10) days' written notice to the Licensee, the Licensor may complete the restoration and charge the costs and expenses thereof the Licensee without recourse.
3. LICENSE FEE. In consideration of granting the License, Licensee shall pay to Licensor a monthly license fee ("License Fee") in the amount of \$ — 0 —. The License Fee shall be assessed each month beginning with the first of the month following recording of this Agreement. Pursuant to the Act and the Declaration, the Board adopts an annual budget and Licensee is personally liable for and obligated to pay the assessment so determined. In the event the assessments for the units increase or decrease including but not limited to a special assessment, on the first day of the fiscal year or at any time during the fiscal year during the initial term or any succeeding term of this Agreement, the License Fee shall be increased or decreased proportionately.

In addition to the License Fee, at the direction of the Board, Licensee shall pay for all costs to maintain, repair or replace all portions of the Addition and for all other costs and fees that are the responsibility of the Licensee pursuant to this Agreement, including but not limited to those identified in paragraphs 1, 2(b), 2(c), 2(d), 3, 4(i), 5, 6, 7(c), 8(e), 8(f) and 7(f) ("Additional Assessment"). The amount of the License Fee and/or Additional Assessment 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.

4. CONSTRUCTION OF ADDITION. Subject to the conditions in this Agreement and the provisions of the Declaration and Licensor Rules, the Board will permit the Licensee to construct the Addition under the following conditions:
- a. The Addition will be constructed in accordance with the Plans as approved by the Board and the completion of the work listed on Exhibit C attached hereto.
- b. The Licensee and his contractors shall coordinate with the Licensor's property manager the scheduling of all work on the Addition; and the work shall be performed only on Monday through Friday, legal holidays excepted, between the hours of 8:00

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- a.m. and 5:00 p.m. All work shall be in such a manner as to cause the least possible inconvenience to the residents of the Licensor.
- c. All debris shall be removed from common areas and the site of the Addition on a daily basis by the Licensee's contractors at the Licensee's expense. No debris shall be stored on the site without the express consent and approval of the Licensor. To the extent necessary, all common areas of the Property shall be cleaned daily.
 - d. Before commencing work on the Addition, the Licensee shall, at his expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to the Board and shall obtain the certificate of Licensee's Architect that all work was completed as specified in the Plans and in strict compliance with all permits, approvals and certificates.
 - e. All work on the Addition will be performed by licensed, fully bonded contractors.
 - f. At least ten (10) days' notice must be given by the Licensee to the managing agent before the work is commenced.
 - g. Concurrent with payment by the Licensee for any services or materials relating to the Addition, the Licensee shall deliver to the Board copies of its contractor's sworn statement that lists all subcontractors and material suppliers and shall deliver written and unconditional waivers of mechanics' liens upon the Property for all work, labor, services or materials performed or supplied in connection with the Addition. The waivers shall be signed by all contractors, subcontractors, and materialmen who become involved in the construction of the Addition.
 - h. Licensor or its agents shall have the right to inspect the Addition during the course of the work between the work hours or at other reasonable times. All work on the Addition shall be completed on or before MARCH 2, 2019, and Licensee shall deliver a certificate from the Architect stating that the work has been completed in accordance with the Plans, permits, Code, and the requirements set forth in this Agreement.
 - i. If the Licensor is required, for any reason, to repair, remediate or upgrade any part, portion or component of the common elements or limited common elements to facilitate the Licensee's Addition, including but not limited to upgrades for the purpose of complying with applicable codes or ordinances, the cost and fees for such work shall be paid by the Licensee. The Licensor may, at its sole discretion, require the Licensee to deposit monies to compensate Licensor for the cost and fees to perform such work, as a condition precedent to performing the work and constructing the Addition. Furthermore, the Licensee shall cooperate with the Licensor in order to facilitate Licensor in completing the aforementioned work, if required.

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5. MAINTENANCE, REPAIR AND REPLACEMENT OF THE LICENSED AREA AND THE ADDITION. At all times, Licensee shall maintain, repair and replace the Licensed Area and the Addition. If at any time, Licensee shall fail to do so, Licensee shall, at its sole discretion, have such work performed and all costs and fees shall be assessed to the Licensee as an Additional Assessment and shall be subject to the collection as provided in paragraph 3 of this Agreement.

6. ACCESS. At all times during the term of this Agreement, Licensee shall provide the Licensor and its agents access to the Addition for the purpose of maintaining, repairing and replacing the Common Elements or as required by any governmental or quasi-governmental agency (collectively, "Common Element Repairs"). In the event the Addition or any portion thereof is damaged as a result of the access to the Addition or the Common Element Repairs, all costs and fees relating to the reconstruction of the Addition shall be paid by Licensee. Furthermore, all costs and fees relating to any Common Element Repairs, which arise in connection with the construction, use, maintenance, repair or replacement of the Addition shall be paid by Licensee upon demand.

7. LIENS.

- a. If any mechanics' or other lien caused or created by the Licensee or anyone claiming through or under the Licensee shall at any time be filed against the Units or the Property, the Licensee shall either cause the same to be discharged of record within twenty (20) days after the date he received notice of filing of the lien; or if the Licensee shall desire to contest such lien, the Licensee 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.
- b. The judgment of any court of competent jurisdiction determining the validity and/or amount of any such lien shall be conclusive on such fact as between the Licensor and the Licensee, and Licensee shall immediately pay judgment rendered, with all property costs and charges, and shall have the lien released and any judgment satisfied.
- c. If the Licensee fails to discharge any lien or to provide the Board with security as stated in subparagraph (a) above, then the Board may, at its option, pay or discharge any such lien or claim for lien, and the Licensee shall pay the Board all amounts expended by the Board, including costs, expenses and reasonable attorneys' fees incurred by the Board, together with interest at the legal rate, which payment shall be made upon demand by the Board.

8. INDEMNITY. The Licensee shall defend, indemnify and hold harmless the Licensor, the North Town Village Condominium Association, its Board of Directors, employees, its managing agent and their respective officers, directors, employees and agents and each and all Unit Owners from and against the following:

- a. Any claim or demand for damage to any part of the Common Elements or any unit, directly or indirectly caused by the construction, use, maintenance, replacement or repair of the Addition;

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- b. Any claim or demand for mechanic's lien by any contractor or subcontractor directly or indirectly resulting from the construction, use, maintenance, replacement or repair of the Addition;
- 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 construction, use, maintenance, replacement or repair of the Addition; and
- d. Any claim or demand by the City of Chicago or any other governmental or quasi-governmental agency, or its departments, for failure of the Licensee to comply with any applicable building or zoning ordinance, law or regulation. In the event that any claim or demand is made upon the Board or the Licensor relating to the construction, use, maintenance, replacement or repair of the Addition, the Licensee agrees to be solely responsible and shall pay in full any and all such claims or demands upon ten (10) days' written notice from the Board. In evaluating such claims or demands, the Board shall act reasonably and in good faith. Licensee's obligations pursuant to this paragraph require him, at his sole expense, to remove or modify the Addition as necessary to comport with any demand made by the City of Chicago or any other governmental or quasi-governmental agency, or any department thereof, or the Association to bring the Addition into compliance with all codes, ordinances, laws or regulations.
- e. Any claim or demand for attorneys' fees or costs incurred by the Licensor in connection with this Agreement, including but not limited to an action by the Licensor against the Licensee to enforce any provision of this Agreement.
- f. With respect to all claims and demands under this Section, if the Licensee fails to pay such claims or demands, the Licensor may, at its sole discretion, advance the payment of such claim or demand and may recover from the Licensee the amount of such payment. The amount of the payment by the Licensor shall constitute a lien for special condominium assessments against the Units, enforceable under the Act and the Declaration as a lien for delinquent special assessments. The amount of any indemnification by the Licensee described in this paragraph shall include the cost of defending any such claim.

9. INSURANCE.

- a. The Licensee covenants and agrees that prior to the start of the work for the Addition, he shall cause his contractor and subcontractors to provide insurance coverage of the types and in not less than the limits set forth below with a company or companies licensed to do business in the state of Illinois, assigned an A.M. Best rating of not less than A, XII. With the exception of the workers compensation coverage, the owner, the Licensor, its Board of Directors, its managing agent, and their respective officers, directors, employees and agents shall be named insureds

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under the required policies. The additional insurance endorsement (I.S.O. G116) shall have the following wording added at item #5:

"The insurance afforded to the additional insured is primary insurance for any of the actions of the contractor while doing work in the building. If the additional insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

- (i) Workers compensation and employer's liability insurance in accordance with the laws of the state of Illinois and in the amount of not less than \$500,000/\$500,000/\$500,000.
- (ii) Comprehensive General Liability. This coverage shall include blanket contractual liability, products/completed operations, independent contractors, broad form property damage, and personal injury, and explosion, collapse and underground property damage exclusions shall be deleted. The coverage limit for bodily injury and property damage shall be in an amount not less than \$1,000,000/3,000,000 for each occurrence/in the aggregate.
- (iii) Comprehensive Automobile Liability. This coverage shall include bodily injury liability in an amount not less than \$2,000,000 for each person in one accident and \$2,000,000 for injuries sustained by two or more persons in any one accident. This coverage shall also include property damage liability in an amount not less than \$500,000 for each accident. This coverage shall also include employer's non-owned and hired car coverage.
- (iv) An umbrella policy in an amount not less than \$3,000,000.
- (v) Certificates of Insurance. Before commencing work, the contractor and each subcontractor shall supply Licensor with certificates of insurance evidencing compliance with the minimum requirements listed above. Each certificate shall state that the insurance evidenced by such certificate will not be canceled or reduced, nor any deductible increased, without thirty days prior written notice to the Licensor.

Prior to the start of the work on the Addition, the Licensee will deliver to the Board certificates for such insurance. In the event that there is failure to furnish such certificates and maintain the required insurance, the Licensor shall have the right, at the discretion of the Licensee, at any time, to revoke permission to perform the work and to deny entry into the building of all workers, except that, if such workers are escorted by a member of the building staff, they shall be permitted to remove their tools and supplies. Compliance with the foregoing requirements to carry insurance and to furnish certificates of this insurance shall not relieve the Licensee or its contractors and subcontractors from liability assumed under any provisions of this Agreement.

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- b. At all times during the term of this Agreement, Licensee shall, at his sole cost, maintain insurance on the Addition. Licensee shall provide insurance policies of the types and in not less than the limits determined by the Board and with a company or companies licensed to do business in the state of Illinois, assigned an A.M. Best rating of not less than A, XII. The Licensor, its Board of Directors, its managing agent and their respective officers, directors, employees and agents shall be named insureds under the required policies

10. REQUIRED ADDITION REMOVAL AND SCALE-BACK.

- a. For Common Element Maintenance. Licensee shall, at his sole cost and expense, remove all or any part of the Addition that Licensor, its Board, or its consultants or contractors may deem necessary to allow Licensor to maintain, repair, or replace common elements of the building, including but not limited to any component of the roof.
- b. To Allow for Other Deck Construction. Licensee acknowledges and agrees that the Code can be interpreted to limit the total size of the Addition plus any other rooftop decks that may be constructed, and may likewise be interpreted to limit the building to one (1) deck per roof that runs to the parapet wall. Should any other unit owner seek to construct his own roof deck but find that he is prohibited from doing so by said size restrictions, Licensee shall, at his sole cost and expense, remove, modify, or scale-back the Addition as necessary to allow the construction of other roof decks by other owners. Licensee shall defend, indemnify, and hold Licensor (and its Board, property manager, agents, and employees) harmless from and against any claims from any other unit owner who is prevented from constructing a roof deck because of the existence of the Addition.
- c. Pursuant to Demand by City. If, at any time for any reason, the City of Chicago or any other governmental or quasi-governmental agency, or any department thereof, shall demand that the Addition be removed or modified, Licensee shall undertake such work at his own cost and expense, and shall return the Licensed Area uncovered by such partial or total removal to substantially the same condition as it was before the Addition was constructed, normal wear and tear excepted.
- d. At Licensor's Discretion. Licensor may, at any time and for any reason, demand full or partial removal of the Addition. Upon such demand, Licensee shall remove or modify the Addition as demanded, at his sole cost and expense, and shall return the Licensed Area uncovered by such partial or total removal to substantially the same condition it was before the Addition was constructed, normal wear and tear excepted.
- e. Any removal, modification, or alteration of the Addition pursuant to this Paragraph 10 shall comport with all requirements of this Agreement for initial construction of the Addition, including but not limited to permitting, insurance,

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licensure, mechanics' lien, and related requirements.

- f. If Licensee fails to remove, modify, or scale back the Addition pursuant to this Paragraph 10 within fourteen (14) days of written demand to do so by the Licensor, Licensor may undertake such work and assess Licensee for all costs therefore. Licensee shall pay all costs, fees (including attorneys' and consultant fees) incurred by Licensor to enforce the provisions of this Paragraph 10.

11. MISCELLANEOUS.

- a. Hold Harmless Clause. In no event shall the limits of any insurance policy provided to under this Agreement be deemed to limit the Licensee's liability to the Licensor, the Board, its agents and employees and the unit owners.
- b. 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 Licensor: Board President
North Town Village Condominium Association

with a copy to: Associa ChicagoLand, Agent
North Town Village Condominium Association
Chicago, Illinois _____

and to: ~~Penland & Hartwell, LLC~~ Georgette Moody, P.C.
~~One N. LaSalle Street~~ 114 East Van Buren
~~38th Floor~~ Naperville, IL 60540
Chicago, Illinois 60602
Attention: David C. Hartwell

If to the Licensee: Cristi Richey & Brian Capo
1345 N. Burling St
Unit 1345
Chicago, Illinois 60610

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All communications, notices and demands shall be deemed served upon personal delivery to the addressee or three days after deposit in the U.S. Mail, postage prepaid, certified mail, return receipt requested.

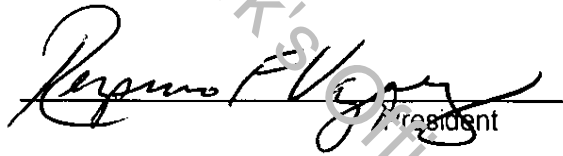
- c. Assignment. This Agreement shall be binding on and inure to the benefit of Licensor's and Licensee's successors and assigns and shall not be terminated except as provided in this Agreement.
- d. Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement.
- e. Applicable Law. This Agreement shall be governed and construed pursuant to the laws of the State of Illinois.
- f. 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.

Licensor:

**NORTH TOWN VILLAGE
CONDOMINIUM ASSOCIATION**, an Illinois
not-for-profit corporation

By:



resident

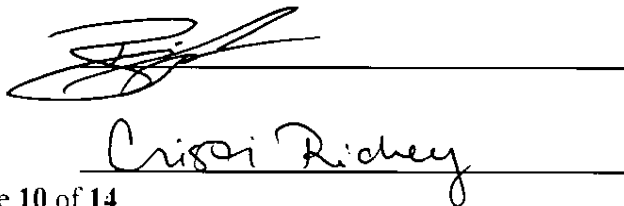
ATTEST:

By:



Secretary

Licensee:



Crissi Richey

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

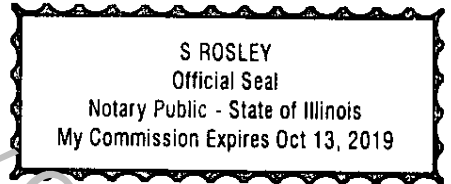
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Respicio Vazquez personally known to me to be the President of the North Town Village Condominium Association, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as President, being authorized to do so, signed and delivered the said instrument as her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of September, 2018.

S Rosley

Notary Public

My Commission Expires: 10/13/19



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

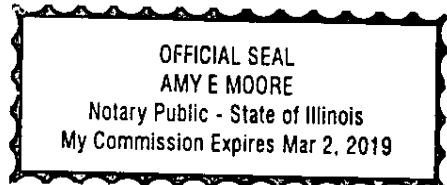
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that BRIAN CAPO & CRISTI RICHEY personally known to me to be the owners of Unit 1345 in the North Town Village Condominium Association, an Illinois not-for-profit corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of SEPTEMBER, 2018.

Amy E. Moore

Notary Public

My Commission Expires: MARCH 2, 2019



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EXHIBIT A
Legal Description

COOK COUNTY
RECORDER OF DEEDS

Commonly known as: 1345 N. BURLING, Unit ____, Chicago, IL 60610

Permanent Index Number: 17-04-13-100-1091

COOK COUNTY
RECORDER OF DEEDS

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EXHIBIT B
Licensed Area

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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EXHIBIT C
Plans

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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AFFIDAVIT OF TITLE COVENANT AND WARRANTY

The undersigned affiant, being first duly sworn, on oath says, and also covenants with and warrants to the Grantee hereinafter named: Brian A. Capo and Cristi S. Richey.

That affiant has an interest in the premises described below or in the proceeds thereof or is the Grantor in the Deed dated 5-21-15, to Brian A. Capo, a single person, and Cristi S. Richey, a single person, of 1434 Pecos Street, Dallas, Texas 75204, Grantee, conveying the following described premises:

UNIT 1345-IN IN NORTH TOWN VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF A PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 2, 4 THROUGH 25, 27 THROUGH 30 AND 33 THROUGH 38 IN NORTH TOWN VILLAGE, BEING A SUBDIVISION OF PART OF VARIOUS LOTS, BLOCKS, STREETS AND ALLEYS IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR NORTH TOWN VILLAGE CONDOMINIUM RECORDED AS DOCUMENT NO. 0010906035 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Permanent Index Number (PIN): 17-04-113-100-1091

Address(es) of Real Estate: 1345 N. Burling Street, Chicago, IL 60610

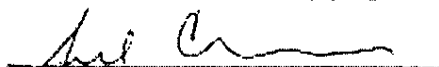
That no labor or material has been furnished for premises within the last four months that is not fully paid for.

That since the title date of April 22, 2015, in the report on title issued by Fidelity National Title Insurance Company, affiant has not done or suffered to be done anything that could in any way affect the title to premises, and no proceedings have been filed by or against affiant, nor has any judgment or decree been rendered against affiant, nor is there any judgment note or other instrument that can result in a judgment or decree against affiant within five days from the date hereof.

That all water taxes, except the current bill, have been paid and that all the insurance policies assigned have been paid for.

That this instrument is made to induce, and in consideration of, the said grantee's consummation of the purchase of the premises.

Affiant further states: *NAUGHT*


 _____ (SEAL)
 Sam Cirincione

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STATE OF ILLINOIS)
)ss.
 COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sam Cirrincione, personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 26th day of MAY, 2015,



 NOTARY PUBLIC

Commission expires 5-7-2018

Property of Cook County Clerk's Office

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BILL OF SALE

Seller, Sam Cirrincione, of the Village of South Barrington, County of Cook, State of Illinois, in consideration of (\$10.00), TEN dollars, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, and set over to Buyer, Brian A. Capo, a single person, and Cristi S. Richey, a single person, 1345 N. Burling Street, Chicago, IL 60610, the following described personal property to wit:

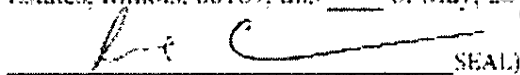
As per Contract dated: April 21, 2015

PROPERTY ADDRESS: 1345 N. Burling Street, Chicago, IL 60610

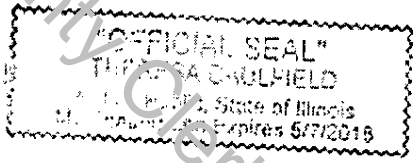
Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property that said property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said personal property and to make this bill of sale. All warranties of quality, fitness, and merchantability are hereby excluded.

If this bill of sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

IN WITNESS WHEREOF, Seller has signed and sealed this bill of sale at 1033 W. Golf Rd., Hoffman Estates, Illinois, 60169, this ____ of May, 2015.



Sam Cirrincione SEAL



STATE OF ILLINOIS)
)ss.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sam Cirrincione, personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 21st day of May, 2015.

NOTARY PUBLIC _____

Commission expires 5.7.2018

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City of Chicago

Department of Buildings - Permits

Building Permit

Permit: 100764168

Issued: 8/29/18

For Work at: 1345 N BURLING ST

Description of permitted work:

SELF CERTIFICATION- NEW DECK ON 2ND FLOOR AND NEW ROOF DECK OVER EXISTING ROOF

In an Emergency Contact: CRISTI RICHEY (972)965-7734

Owner:

CRISTI RICHEY
1345 N BURLING ST
CHICAGO IL 60610
(972)965-7734

Rahm Emanuel
Rahm Emanuel
Mayor

Contractor:

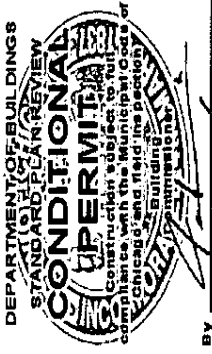
ROOFTOPIA LLC
1839 NORTH PULASKI ROAD
CHICAGO IL 60639
(773)398-9486

Judith Frydland
Judith Frydland
Commissioner

Fees Paid and Application Submitted for Review on:	5/25/2018	Total Permit Processing Time:	96 days
Permit Issued on:	8/29/2018	Time for City Review:	96 days
		Time With Applicant for Document Submittal and Corrections:	0 days

Permit must be displayed on job site at all times. Permit is NOT transferable. Plans must be kept on site during construction. Any changes in contractor or deviation from approved plans must be authorized by the Department of Buildings. Permit may be revoked for violation of any of the above provisions and/or all other applicable laws.

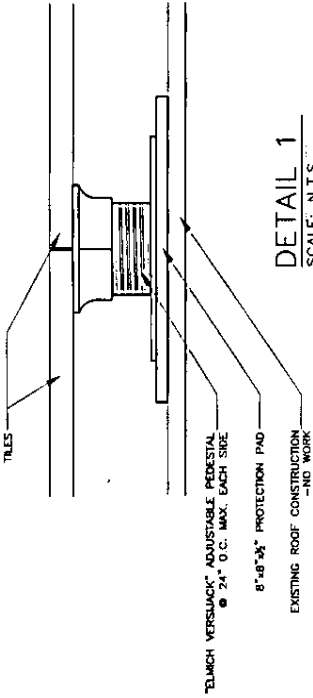
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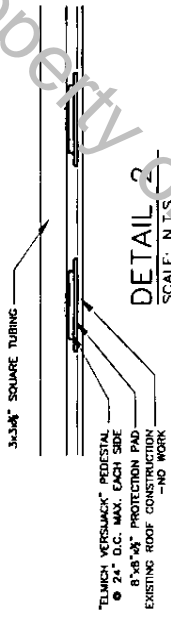
SELF CERTIFICATION



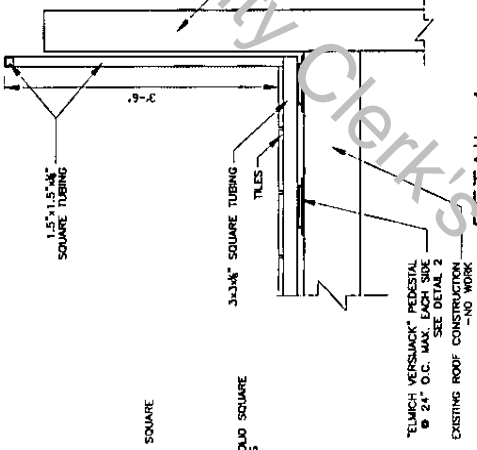
PROJECT:	ARCHITECTURE	ARCHITECTURAL CHARGE:	DATE:	SHEET:	A4
DO NOT SCALE	PLANNING	1345 N. BURLING AVE. CHICAGO, IL 60610	7/17/14	1 OF 4	
ARCHITECTS		NEW DECK ON 2ND FLOOR AND NEW ROOF DECK OVER EXISTING ROOF	7/17/14		
2123 N. Dearborn Ave. Chicago, IL 60627					



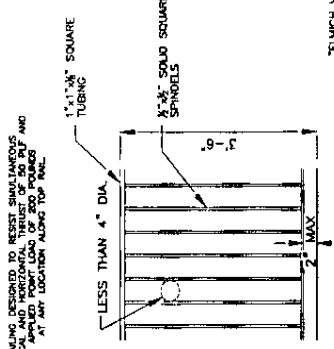
DETAIL 1
SCALE: N.T.S.
ADJUSTABLE PEDESTAL



DETAIL 2
SCALE: N.T.S.

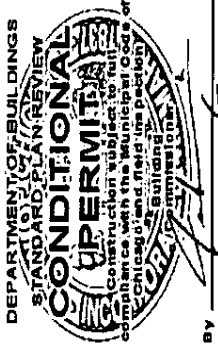


DETAIL 4
SCALE: N.T.S.



DETAIL 3
SCALE: N.T.S.

Property of Cook County Clerk's Office



BY _____
SELF CERTIFICATION

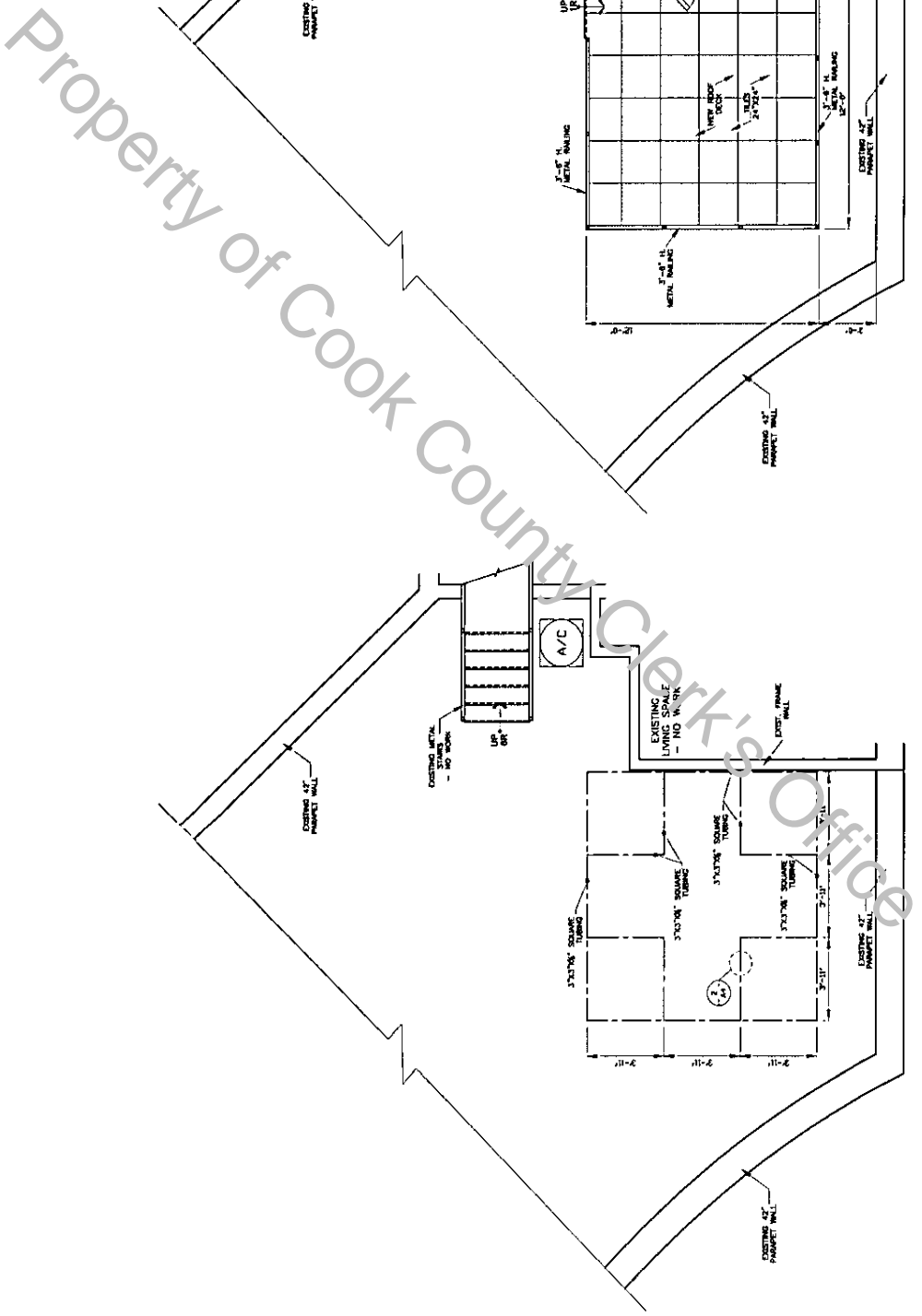


UNOFFICIAL COPY

PROJECT: ARCHITECTURE
 CLIENT: _____
 SCALE: _____
 DATE: _____
 ARCHITECTURAL ENGINEER: _____
 713 N. Dearborn Ave.
 Chicago, IL 60610
 773.272.8444
 773.272.8444

STRUCTURAL DESIGN CRITERIA:

1. DESIGN LOADS: AS PER ASCE 7-10, WITH LIVE LOADS AS SHOWN.
2. WIND LOADS: AS PER ASCE 7-10, WITH EXISTING AND NEW WIND WALLS AS SHOWN.
3. SEISMIC DESIGN: AS PER ASCE 7-10, WITH EXISTING AND NEW WIND WALLS AS SHOWN.
4. SOILS: AS PER ASCE 7-10, WITH EXISTING AND NEW WIND WALLS AS SHOWN.
5. FOUNDATIONS: AS PER ASCE 7-10, WITH EXISTING AND NEW WIND WALLS AS SHOWN.
6. MATERIALS: AS PER ASCE 7-10, WITH EXISTING AND NEW WIND WALLS AS SHOWN.
7. CONNECTIONS: AS PER ASCE 7-10, WITH EXISTING AND NEW WIND WALLS AS SHOWN.
8. DIMENSIONS: AS PER ASCE 7-10, WITH EXISTING AND NEW WIND WALLS AS SHOWN.
9. FINISHES: AS PER ASCE 7-10, WITH EXISTING AND NEW WIND WALLS AS SHOWN.
10. OTHER: AS PER ASCE 7-10, WITH EXISTING AND NEW WIND WALLS AS SHOWN.

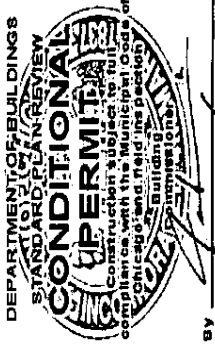


ROOF FRAMING PLAN
 SCALE: 3/8" = 1'-0"

ROOF DECK PLAN
 SCALE: 3/8" = 1'-0"

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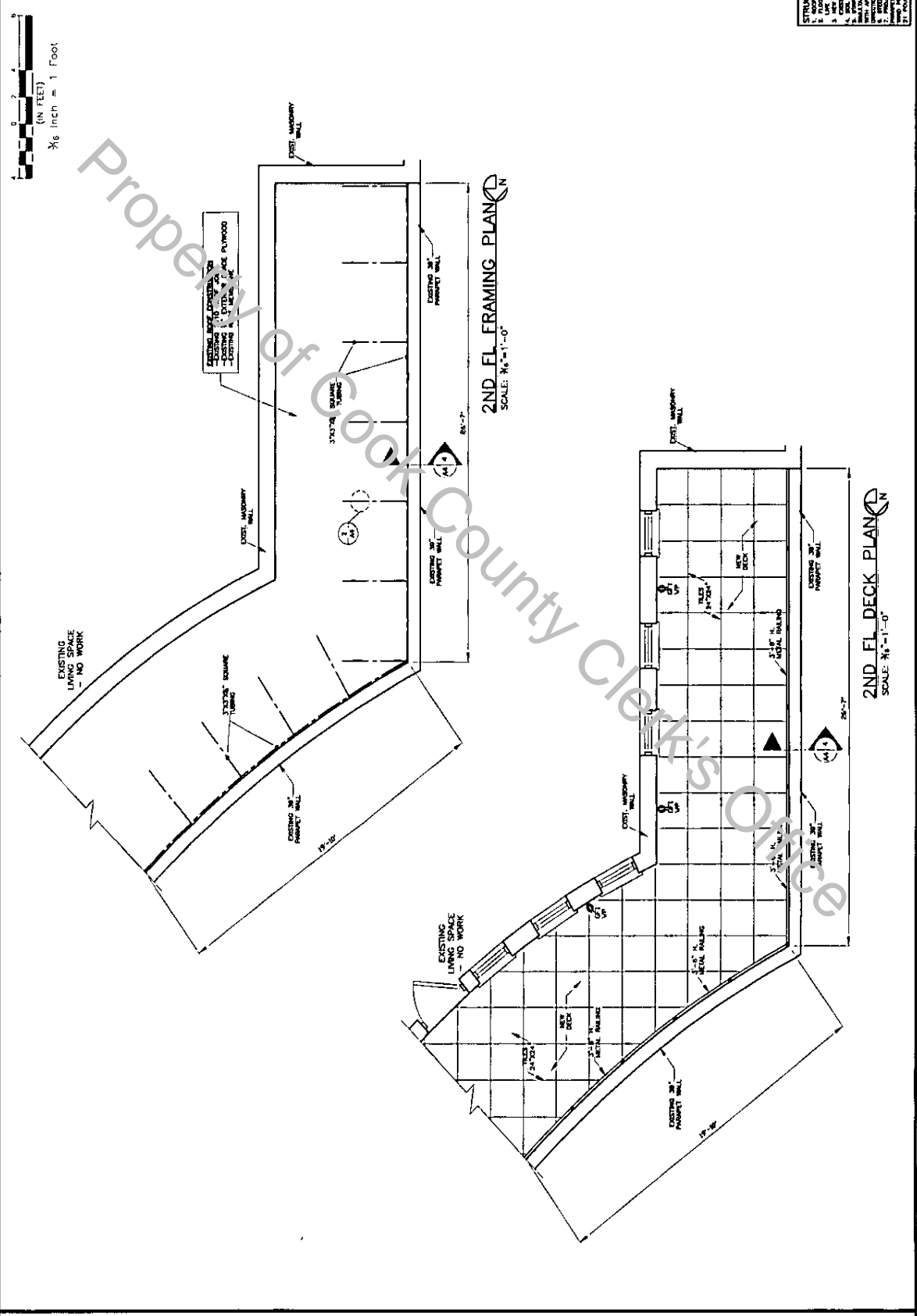
BY _____
**SELF
 CERTIFICATION**



CREATED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT: NEW DECK ON 2ND FLOOR AND NEW ROOF DECK
 1345 N. BURLING AVE. CHICAGO, IL 60647

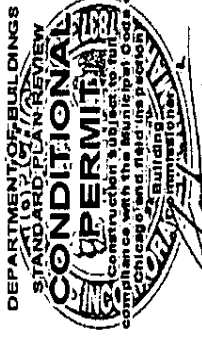
PROJECT: ARCHITECTURE
 ARCHITECTURAL ENGINEER: _____
 DATE: _____
 SCALE: _____
 SHEET: **A2**

STRUCTURAL DESIGN CRITERIA:
 1. DESIGN FOR WIND LOADS AND SEISMIC LOADS AS PER ASCE 7-10.
 2. DESIGN FOR FLOOR LIVE LOADS AS PER ASCE 7-10.
 3. DESIGN FOR ROOF DEAD LOADS AND LIVE LOADS AS PER ASCE 7-10.
 4. DESIGN FOR WIND UPLIFT LOADS AS PER ASCE 7-10.
 5. DESIGN FOR WALLS AND PARTITIONS AS PER ASCE 7-10.
 6. DESIGN FOR FOUNDATIONS AS PER ASCE 7-10.
 7. DESIGN FOR SOILS AS PER ASCE 7-10.
 8. DESIGN FOR CORROSION AS PER ASCE 7-10.
 9. DESIGN FOR COLLAPSE AS PER ASCE 7-10.
 10. DESIGN FOR OVERSTRESS AS PER ASCE 7-10.
 11. DESIGN FOR IMPACT AS PER ASCE 7-10.
 12. DESIGN FOR VIBRATION AS PER ASCE 7-10.
 13. DESIGN FOR FATIGUE AS PER ASCE 7-10.
 14. DESIGN FOR CONNECTIONS AS PER ASCE 7-10.
 15. DESIGN FOR DETAILING AS PER ASCE 7-10.



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ENERGY CONSERVATION CODE COMPLIANCE STATEMENT

I, THE ARCHITECT, HAVE REVIEWED THE PLANS AND SPECIFICATIONS AND BELIEVE THAT THE PLANS FOR THE PROJECT DO NOT NEED TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 18-1.1, THE ENERGY CONSERVATION CODE OF THE MUNICIPAL CODE OF THE CITY OF CHICAGO, AS AMENDED, AND THE ENERGY CONSERVATION CODE OF THE MUNICIPAL CODE OF THE CITY OF CHICAGO, AS AMENDED, AND THE ENERGY CONSERVATION CODE OF THE MUNICIPAL CODE OF THE CITY OF CHICAGO, AS AMENDED.

CERTIFICATION STATEMENT

I, THE ARCHITECT, HAVE REVIEWED THE PLANS AND SPECIFICATIONS AND BELIEVE THAT THE PLANS FOR THE PROJECT DO NOT NEED TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 18-1.1, THE ENERGY CONSERVATION CODE OF THE MUNICIPAL CODE OF THE CITY OF CHICAGO, AS AMENDED, AND THE ENERGY CONSERVATION CODE OF THE MUNICIPAL CODE OF THE CITY OF CHICAGO, AS AMENDED, AND THE ENERGY CONSERVATION CODE OF THE MUNICIPAL CODE OF THE CITY OF CHICAGO, AS AMENDED.



SELF CERTIFICATION

DATE: 04-12-18
 U.C. EXP. DATE: 11-30-18

NOTICE TO CONTRACTOR:

1. THE ARCHITECT IS PROVIDING PLANS ONLY. NO OTHER TYPE OF ARCHITECTURAL SERVICE IS INTENDED OR SHALL BE. THESE PLANS ARE TO BE USED BY A COMPETENT LICENSED CONTRACTOR KNOWLEDGEABLE IN THE BUILDING TRADES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE DEPARTMENT OF BUILDINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE DEPARTMENT OF BUILDINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE DEPARTMENT OF BUILDINGS.

GENERAL NOTES:

- GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS IN FIELD.
- NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS - DO NOT SCALE DRAWINGS.
- ALL DIMENSIONS ARE TO FACE OF BRICK OR CONCRETE.
- ALL DIMENSIONS MUST BE IN ACCORDANCE WITH THE BEST INDUSTRY STANDARDS.
- CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND PROPER DISPOSAL OF ALL DEBRIS GENERATED BY THE WORK. CLEAN UP IS TO BE COMPLETED BY THE CONTRACTOR.
- UNLESS NOTED, OUTRIGS (AND DOWNPOSTS) WILL BE PREPARED ALUMINUM WITH MINIMUM PITCH OF 1/16" PER FOOT.

STRUCTURAL DESIGN CRITERIA:

- ROOF SHOW LOAD - 30PSF, WIND UPLIFT LOAD 20PSF.
- ROOF JOISTS & BEAMS: SOUTHERN PINE #2
- NEW LUMBER:
 - FD PARALLEL -1,000K
 - FD PARALLEL -1,200K
 - FD PARALLEL -1,300K
 - FD PARALLEL -1,300K
 - FD PARALLEL -1,300K
 - FD PARALLEL -1,300K

EXIST. LUMBER:

- JOISTS & BEAMS: HEU-FR #2
- JOISTS: HEU-FR #2
- EL. MOD. -1,200K
- EL. MOD. -1,300K
- EL. MOD. -1,300K
- EL. MOD. -1,300K

ALL WOOD TO BE AS SPECIFIED OR BETTER

- SOIL BEARING: 3000PSF, CONCRETE: 3000PSF @ 28 DAYS
- STAIRWAY & BALCONY RAILING DESIGNED TO RESIST SHALLOWNESS VERTICAL AND HORIZONTAL THRUST OF 50 P.L.F. WITH 100% OVERSTRESS FACTOR.
- STEEL REINFORCING SHALL CONFORM TO ASTM A618 & A36.
- STEEL PROTECTIVE ELEMENTS, ALL CANOPIES, BALCONIES AND PARAPETS SHALL BE DESIGNED AND CONSTRUCTED TO WITHSTAND WIND PRESSURES IN ANY DIRECTION EQUAL TO 200 PERCENT OF 21 POUNDS PER SQUARE FOOT.

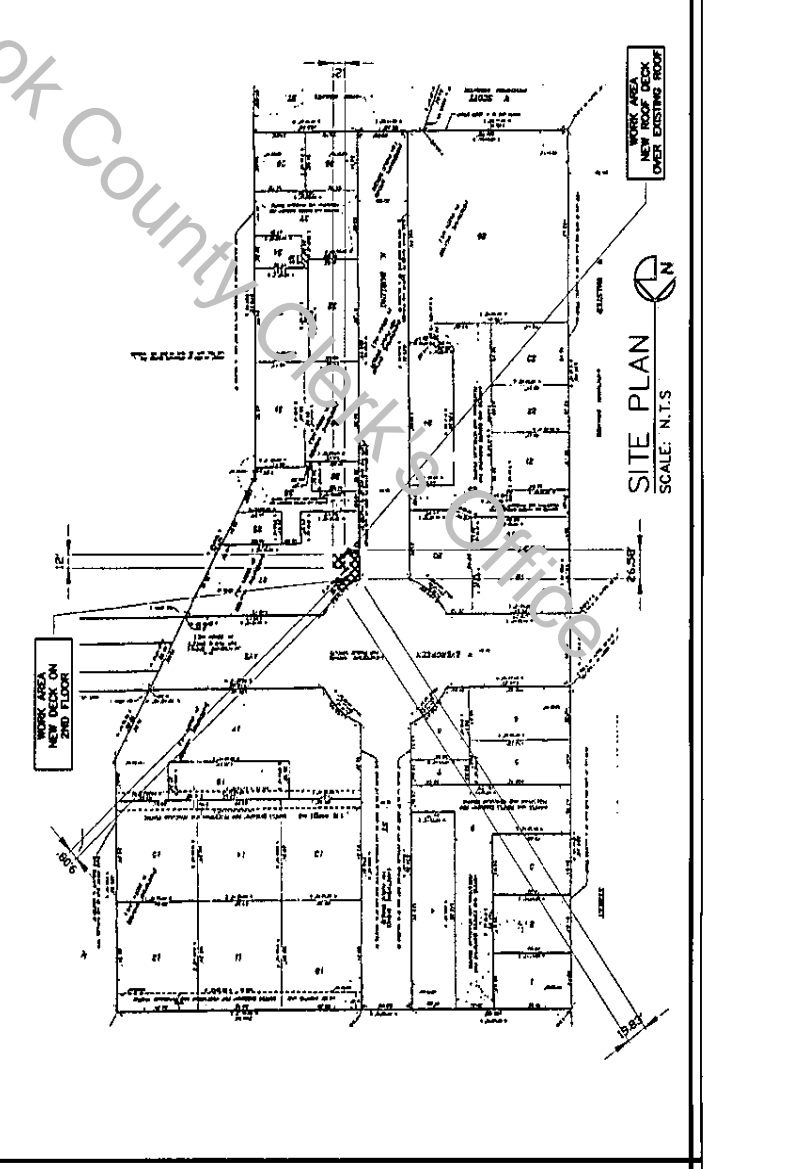
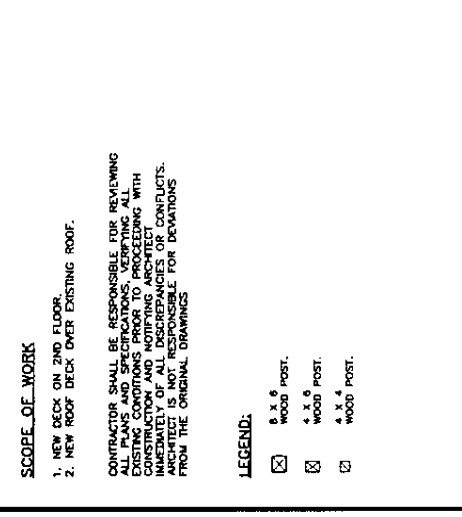
CARPENTRY NOTES:

- USE WATER PROTECTED WOOD FOR OUTSIDE CONSTRUCTION.
- DO NOT CUT OR DRILL THROUGH THE BOTTOM OF ANY JOIST OR BEAM.
- REMOVE EXISTING JOIST LUMBER WHERE REQUIRED.
- REMOVE EXISTING JOIST LUMBER WHERE REQUIRED.
- FURNISH AND INSTALL ALL HANGERS AND CONNECTION DEVICES AS REQUIRED TO INSURE PROPER FRAMING CONNECTIONS FOR ALL STRUCTURE PER MANUFACTURER'S GUIDELINES. ALL HANGERS, NAILS AND CONNECTORS SHALL BE STAINLESS STEEL. HOT DIP GALVANIZED STEEL SHALL BE COATED WITH A RUST INHIBITED PRIMER WITH A MINIMUM DRY THICKNESS OF 3 MILS.
- ALL SPLICES IN POSTS MUST BE PER DETAIL OR CITY GUIDELINES.
- PROVIDE JOIST BRACING @ 8'-0" O.C.

ITEM	ISSUE	CHAPTER / ARTICLE	Ordinance Requirement	Actual	Requirement
1.01	Zoning District	MAP	RO-713	30,315 SF	EXISTING
1.02	Lot Area	17-3-0402	2.2	8,000 SF	EXISTING
1.04	Maximum Floor Area Ratio	17-3-0402-A		EXIST	EXISTING
1.05	Total Building Area	17-3-0402		EXIST	EXISTING
1.07	Building Height - 1st. of Floor	17-3-0402		EXIST	EXISTING
1.07	Front Setback	17-3-0402		EXIST	EXISTING
1.07	Rear Yard Open Space	17-3-0402		EXIST	EXISTING
1.08	Side Setback	17-3-0402		EXIST	EXISTING

ITEM	ISSUE	CHAPTER / ARTICLE	Ordinance Requirement	Actual	Requirement
2.01	Occupancy Classification (A)	17-3-04-0401	Class A-2		
2.02	Type of Construction	17-3-04-0201	Type III-B		

ITEM	ISSUE	CHAPTER / ARTICLE	Ordinance Requirement	Actual	Requirement
1	Floor loads	18 (13-32-060)	N/A	N/A	N/A
2	Foundations	6 Table (13-132-060a)	3,000 psf	3,000 psf minimum	3,000 psf minimum
3	Concrete Construction	10 (13-136-010)	3,000 psf @ 28 days	3,500 psf @ 28 days	3,500 psf @ 28 days
		13-162-010	N/A	N/A	N/A
		13-144-020	Grade stamps required	Grade stamps to be provided on location	Grade stamps to be provided on location



SCOPE OF WORK

- NEW DECK ON 2ND FLOOR.
- NEW ROOF DECK OVER EXISTING ROOF.

CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL PLANS AND SPECIFICATIONS AND VERIFYING ALL CONSTRUCTION AND NOTIFYING ARCHITECT IMMEDIATELY OF ALL DISCREPANCIES OR CONFLICTS FROM THE ORIGINAL DRAWINGS.

LEGEND:

- ☑ 6 X 6 WOOD POST.
- ☑ 4 X 6 WOOD POST.
- ☑ 4 X 4 WOOD POST.

ARCHITECTS
 2724 N. Dearborn Ave.
 Chicago, IL 60640
 773.777.8800

1345 N. BURLING AVE
 CHICAGO, IL 60610
 773.777.8800

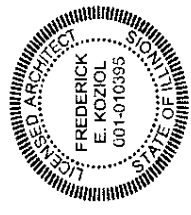
REGISTERED BY: P.E. ARCHITECT
 LICENSE NO. 001-070395

DATE: 04-12-18

U.C. EXP. DATE: 11-30-18

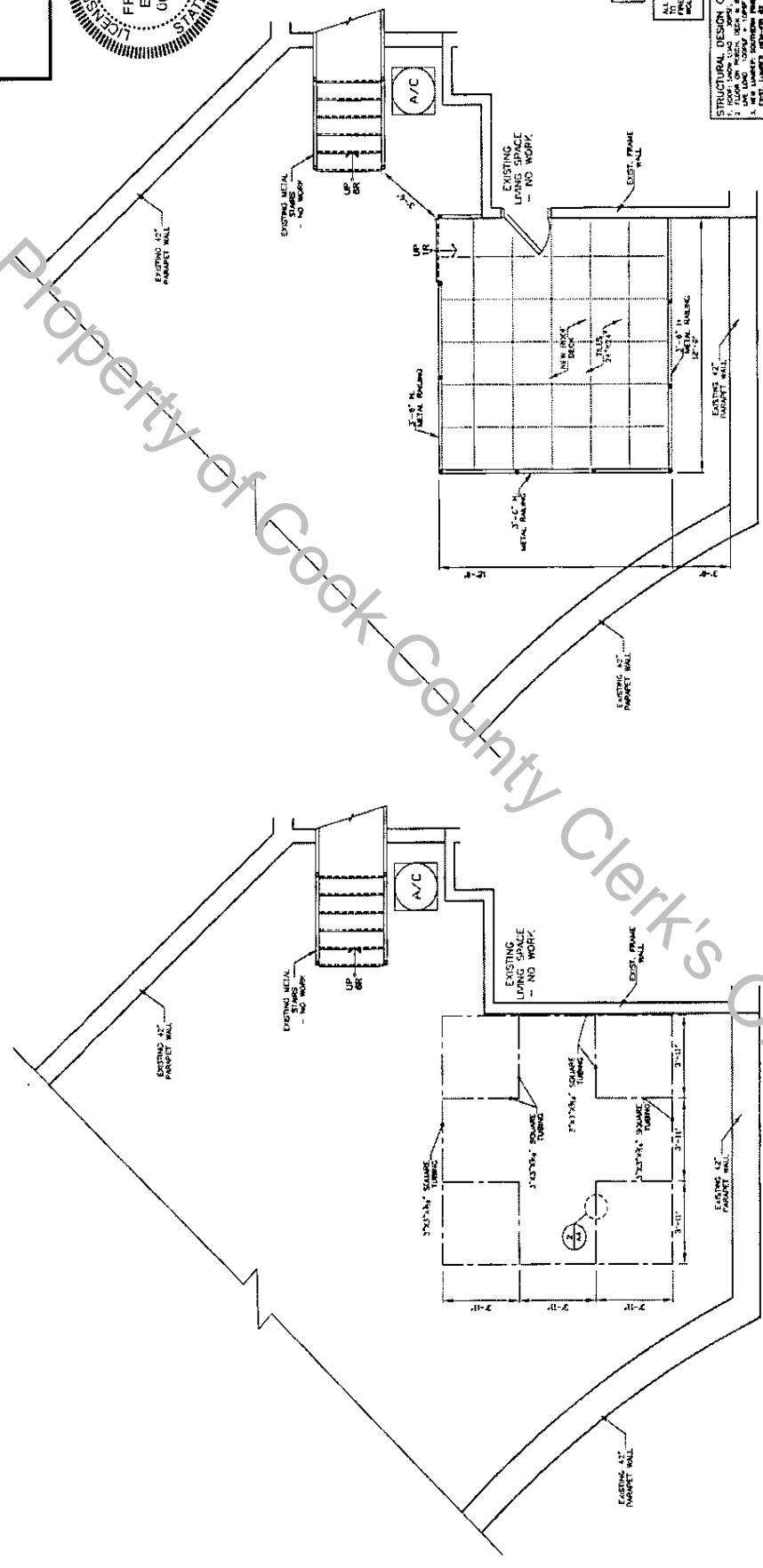
UNOFFICIAL COPY

PREPARED BY: E.K.K. DRAWN BY: MEASURED BY: ARCHITECT: ARCHITECTS 2123 N. DUBUQUE AVE. CHICAGO, IL 60647 PROJECT: ARCHITECTURE COOR: 2123 N. DUBUQUE AVE. CHICAGO, IL 60647 DATE: 11-11-07 SCALE: 3/4" = 1'-0" SHEET: A3 3 OF 4	REVISIONS: CHECKED BY: E.K.K. DRAWN BY: MEASURED BY: ARCHITECT: ARCHITECTS 2123 N. DUBUQUE AVE. CHICAGO, IL 60647 PROJECT: ARCHITECTURE COOR: 2123 N. DUBUQUE AVE. CHICAGO, IL 60647 DATE: 11-11-07 SCALE: 3/4" = 1'-0" SHEET: A3 3 OF 4
--	---



STRUCTURAL DESIGN CRITERIA:

1. DESIGN ON WIND, SNOW & SEISMICITY LOADS PER ASCE 7.
2. DESIGN ON DEATH, LIVE, & WIND LOADS PER ASCE 7.
3. DESIGN ON FLOOR LIVE LOADS PER ASCE 7.
4. DESIGN ON ROOF LIVE LOADS PER ASCE 7.
5. DESIGN ON ROOF WIND UPLIFT PER ASCE 7.
6. DESIGN ON ROOF SNOW LOADS PER ASCE 7.
7. DESIGN ON ROOF RAIN LOADS PER ASCE 7.
8. DESIGN ON ROOF HAIL LOADS PER ASCE 7.
9. DESIGN ON ROOF ICE LOADS PER ASCE 7.
10. DESIGN ON ROOF WIND BURNING PER ASCE 7.
11. DESIGN ON ROOF COLLAPSE PER ASCE 7.
12. DESIGN ON ROOF OVERLOADS PER ASCE 7.



ROOF FRAMING PLAN
 SCALE: 3/4" = 1'-0"

ROOF DECK PLAN
 SCALE: 3/4" = 1'-0"

Property of Cook County Clerk's Office

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REVISIONS: DATE: 07/27/18 DRAWN BY: E.K. MEASURED BY: E.K. CHECKED BY: E.K. PROJECT: ARCHITECTURE ARCHITECT: ARCHITECTS 2133 N. Dearborn Ave. Chicago, IL 60647 PROJECT: PLANNING DATE: 07/27/18 SCALE: 3/8"=1'-0" SHEET: A2	1345 N. BURLING AVE. CHICAGO, IL NEW DECK ON 2ND FLOOR AND NEW ROOF DECK
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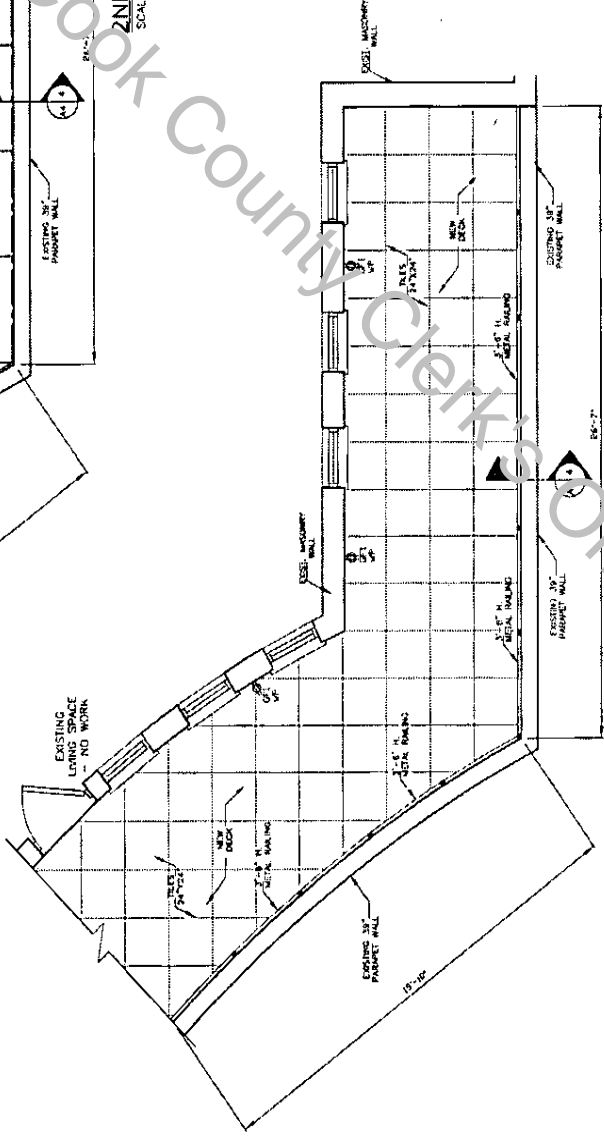
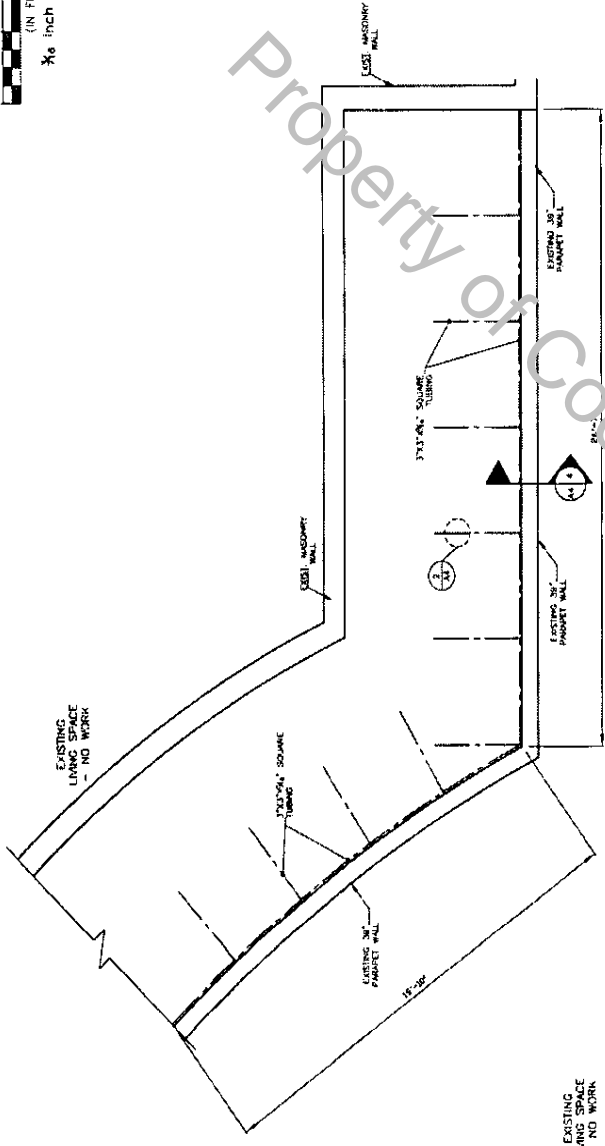
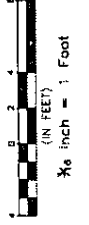
ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.

ALL FINISHES, DISTRIBUTION AND SIZES TO BE DETERMINED BY THE ARCHITECT AND CONTRACTOR.

OPTIONAL ALL CONNECTIONS TO DETAILS

STRUCTURAL DESIGN CRITERIA:

1. DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
2. AISC STEEL CONSTRUCTION MANUAL
3. ACI CONCRETE AND MASONRY
4. IBC INTERNATIONAL BUILDING CODES
5. ALL APPLICABLE LOCAL ORDINANCES
6. ALL APPLICABLE CITY ORDINANCES
7. ALL APPLICABLE COUNTY ORDINANCES
8. ALL APPLICABLE STATE ORDINANCES
9. ALL APPLICABLE FEDERAL ORDINANCES
10. ALL APPLICABLE NATIONAL ORDINANCES
11. ALL APPLICABLE INTERNATIONAL ORDINANCES
12. ALL APPLICABLE OTHER ORDINANCES



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