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Doc# 1911322059 Fee \$58.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 04/23/2019 11:22 AM PG: 1 OF 11

LICENSE AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into as of the 17 day of April, 2019, by and between North Center 4000 Condominium Association, an Illinois not-for-profit corporation ("Licensor") and Damen Blatteis, LLC, an Illinois limited liability company and KDS Damen, LLC, an Illinois limited liability company ("Licensee").

WHEREAS, Licensee owns Unit CU-3 (the "Unit") in the condominium property legally described in Exhibit "A" attached hereto (the "Condominium Property"); and

WHEREAS, Licensee desires to (i) install four (4) transom windows in the Common Element exterior wall appurtenant to the Unit as shown in the architectural rendering attached hereto as Exhibit "B"; (ii) install an air compressor system and vacuum system in that portion of the Licensor's Common Elements depicted in Exhibit "C" attached hereto; and (iii) create an opening in the concrete floor slab separating the Unit from the Common Element garage below as shown in the plans and specifications attached hereto as Exhibit "D" (collectively, the "Alterations"); and

WHEREAS, Section 11(k) of the Declaration of Condominium Pursuant to the Condominium Property Act for North Center 4000 Condominiums (the "Declaration") provides that nothing shall be altered or constructed in or from the Common Elements without the written consent of the Association; and

WHEREAS, Licensee desires Licensor's written consent to perform the Alterations as more fully described in the plans and specifications attached hereto as Exhibit "D"; and

WHEREAS, Licensor is willing to provide Licensee with its written consent and grant Licensee a license to perform the Alterations on the terms and conditions contained herein.

This Document was prepared by and
After recording return to:

Joseph W. Scharnak
Levenfeld Pearlstein, LLC
2 N. LaSalle St. - Suite 1300
Chicago, Illinois 60602

Common Address:

4037 N Lincoln
Unit CU-3
Chicago, Illinois 60618

PIN: 14-18-328-003-1035

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

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1. Grant of License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a license (the "License") to perform the Alterations.

2. Work. Licensor hereby consents to Licensee's performance of the Alteration work (the "Work"), subject to the following limitations, terms and conditions:

- (a) Prior to commencement of the Work, Licensee shall submit to Licensor detailed plans and specifications for all aspects of the Work (the "Plans and Specifications") and shall not commence any portion of the Work without receipt of Licensor's written confirmation that the Plans and Specifications are approved.
- (b) Prior to commencement of the Work, Licensee shall furnish Licensor with written certification from a licensed architect or engineer that the Work, if performed in accordance with the Plans and Specifications, will conform to all applicable governmental statutes, ordinances and codes, and will not result in damage to any portion of the Licensor's property.
- (c) Prior to commencement of the Work, Licensee shall furnish the Licensor with copies of all building permits required for the Work.
- (d) The contractor engaged to perform the Work shall be acceptable to Licensor.
- (e) Each contractor providing services as part of the Work shall obtain and maintain (i) Contractor's all risk coverage (including vehicle coverage) in limits of not less than \$1,000,000 per occurrence; (ii) public liability insurance with limits of not less than \$1,000,000; and (iii) workmen's compensation insurance in accordance with the laws of the State of Illinois. Licensee shall submit to Licensor evidence of liability insurance in form and substance satisfactory to Licensor against any and all claims, costs, expenses, damages and liabilities which may arise in connection with the Work, all in such form and with such carriers as shall be satisfactory to Licensor. Such evidence of insurance shall be in the form of a certificate of insurance and shall name Licensor and Licensor's Board of Directors and managing agent as additional insureds, and not be subject to cancellation or material modification except after at least 30 days prior written notice to Licensor.
- (f) The entire cost and expense of the Work shall be paid solely by Licensee. Furthermore, Licensee shall pay (or promptly reimburse the Licensor for) all expenses incurred by Licensor in connection with the Work or this Agreement, including reasonable professional fees.
- (g) Licensee shall not permit any mechanic's liens to be placed on Licensor's property or any part thereof as a result of the 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 sixty (60) 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 charged back to the assessment account for the Unit.

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- (h) All Work shall be constructed in conformity with the Plans and Specifications, in a good and workmanlike manner, and in conformity with all governmental statutes, ordinances and codes. Licensee shall cause the Work to be paid for in full when due. At the request of Licensor, Licensee shall furnish to Licensor evidence satisfactory to Licensor that the Work has been paid for in full. Licensee shall use its best efforts to complete the Work no later than ten (10) days after commencement thereof. No Work shall be performed on Saturdays, Sundays, holidays or before 8:30 a.m. or after 4:30 p.m. Licensee's contractors shall keep Licensor's property free and clear of all debris. Licensor and its agents and employees shall have the right to inspect the Work at all reasonable times.
- (i) No further modifications shall be made by Licensee in or to Licensor's property without Licensor's prior written approval.

3. Inspection. Not more frequently than once per calendar year, Licensor, at Licensee's expense, shall cause a licensed architect or engineer to inspect the Licensor's property for damage caused by installation of the Windows.

4. Duty to Repair. Licensee, at its sole cost and expense, shall promptly repair any damage to the Licensor's property caused by the Work or the maintenance and operation of the Windows.

5. Licensee to Bear All Cost and Expenses. Licensee shall bear and pay all costs and expenses associated with the Work and the maintenance and operation of the Windows, including but not limited to all costs and charges incurred by Licensor in connection with Licensor's architects and engineers reviewing Licensee's Plans and Specifications and inspecting the performance and completion of the Work.

6. Insurance. Licensee shall reimburse Licensor for any increase to the cost of Licensor's property insurance policy or liability insurance policy to the extent that such cost increase is solely related to the Windows.

7. Termination. Licensor may, on not less than thirty (30) days' prior written notice from Licensor to Licensee, terminate this Agreement upon the occurrence of any one or more of the following events:

- a. If Licensee fails to perform any of Licensee's obligations hereunder, which breach continues uncured for ten (10) days after written notice from Licensor to Licensee.
- b. If the Unit is substantially damaged by fire or other casualty.
- c. If the Licensor reasonably believes that termination of this Agreement and removal of the Windows is necessary to eliminate or prevent a material adverse effect on the Licensor's property, has so notified Licensee, and such material adverse effect either cannot be remedied or Licensee is unwilling to remedy such situation to the reasonable satisfaction of Licensor.

8. Restoration of Licensor's Property Upon Expiration or Termination. Upon expiration or termination of this Agreement, Licensee shall, within thirty (30) days thereafter, at Licensee's sole cost and expense, restore Licensor's Property to substantially the same condition as prior

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to the installation of the Windows, failing which the Licensor may restore its property to such condition all costs incurred in connection therewith shall be charged back to the Unit's assessment account.

9. Remedies. Licensee hereby expressly acknowledges and agrees that if this Agreement is terminated and Licensee fails to restore Licensor's property to the condition it was in prior to commencement of the Work, Licensor's remedies at law will be inadequate and Licensor shall be entitled to obtain specific performance of Licensee's obligation to restore Licensor's property as herein provided and to recover from Licensee all of its costs, including court costs and attorneys' fees, incurred in enforcing this Agreement. Failure of Licensee to pay any such amounts owed Licensor shall also entitle Licensor to exercise all remedies at law or in equity including recovery of reasonable attorneys' fees and costs incurred to enforce the provisions hereof.

10. Indemnity. Licensee agrees to indemnify, defend and hold harmless Licensor and Licensor's directors, officers, agents, managing agent and employees from and against any and all claims, demands, actions, liabilities, damages costs and expenses (including court costs and reasonable attorneys' fees), for injury to all persons and damage to or theft or misappropriation or loss of property occurring in any way arising out of this Agreement, Licensee's performance of the Work, maintenance and use of the Windows, any breach or default on the part of Licensee in the performance of any covenant or agreement on the part of Licensee to be performed under this Agreement, or due to any other act or omission of Licensee or any party acting at the direction of Licensee. Licensee agrees, upon Licensor's request, to defend any such claim or proceeding at Licensee's sole cost and expense by legal counsel selected by Licensor.

11. Notices. All notices and approvals shall be given in writing, mailed or delivered as follows:

(a) To Licensee:

Damen Blatteis, LLC & KDS Damen, LLC
c/o Blatteis Realty Co., Inc.
44 Montgomery Street, Suite 1288
San Francisco, California 94104

(b) To Licensor:

North Center 4000 Condominium Association
Attention: Board of Directors
4000 North Damen
Chicago, Illinois 60618

12. Amendment. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated (unless terminated as provided herein), nor may any obligations hereunder be waived, except by written instrument signed by the parties hereto.

13. Severability; Counterparts. If any provisions, or portions thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each

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provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement may be signed in counterpart by the parties hereto, and the signature pages and accompanying acknowledgments of all parties may thereafter be assembled as a single Agreement for recordation purposes, creating a fully executed Agreement, enforceable against the parties thereto.

14. Attorneys' Fees. Licensee shall pay on demand all reasonable costs, charges and expenses, including court costs and attorneys' fees, incurred by Licensor to enforce this Agreement.


15. Recording. Licensor shall cause this Agreement to be recorded in the office of the Recorder of Deeds of Cook County, Illinois.

16. Additional Terms. This Agreement shall be governed by and construed under the laws of the State of Illinois. The invalidity or unenforceability of any provision hereto shall not affect or impair any other provisions of this Agreement. 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. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, not contained in this Agreement shall be of any force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

LICENSEE:

DAMEN BLATTEIS, LLC


By: 
Its Manager

LICENSOR:

NORTH CENTER 4000
CONDOMINIUM ASSOCIATION

By: 
Its President

KDS DAMEN, LLC

By: 
Its Manager

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Francisco)
 On April 4, 2019 before me, Bryan R. Garcia, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared David W. Gronowski and David Stephen
Name(s) of Signer(s)
Blatteis

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



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EXHIBIT A

LEGAL DESCRIPTION

UNIT NUMBER CU-3 IN NORTH CENTER 4000 CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF BLOCK 12, LYING SOUTH OF THE SOUGH LINE OF BELLE PLAINE AVENUE IN WILLIAM B OGDEN'S SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 225 FEET THEREOF, MEASURED ALONG THE WESTERLY LINE OF NORTH ROBY STREET), IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0020713829, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

COMMON ADDRESS: 4037 NORTH LINCOLN AVENUE
UNIT CU-3
CHICAGO, ILLINOIS 60618

PINS: 14-18-328-003-1035

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Ref: 6P-CZ-2-010263114

EXHIBIT B - PAGE 8

apex
DESIGN-BUILD
5650 W. Higgins Rd. 110
Rosemont, IL 60018

TIM SAGUN
ORTHODONTIC OFFICE
4027 N. LINCOLN AVE
CHICAGO, IL 60618

CUSTOMER SIGN-OFF OF
LAYOUT AND DESIGN
 APPROVED AS SHOWN
 APPROVED WITH CHANGES
CUSTOMER NAME: _____
DATE: _____

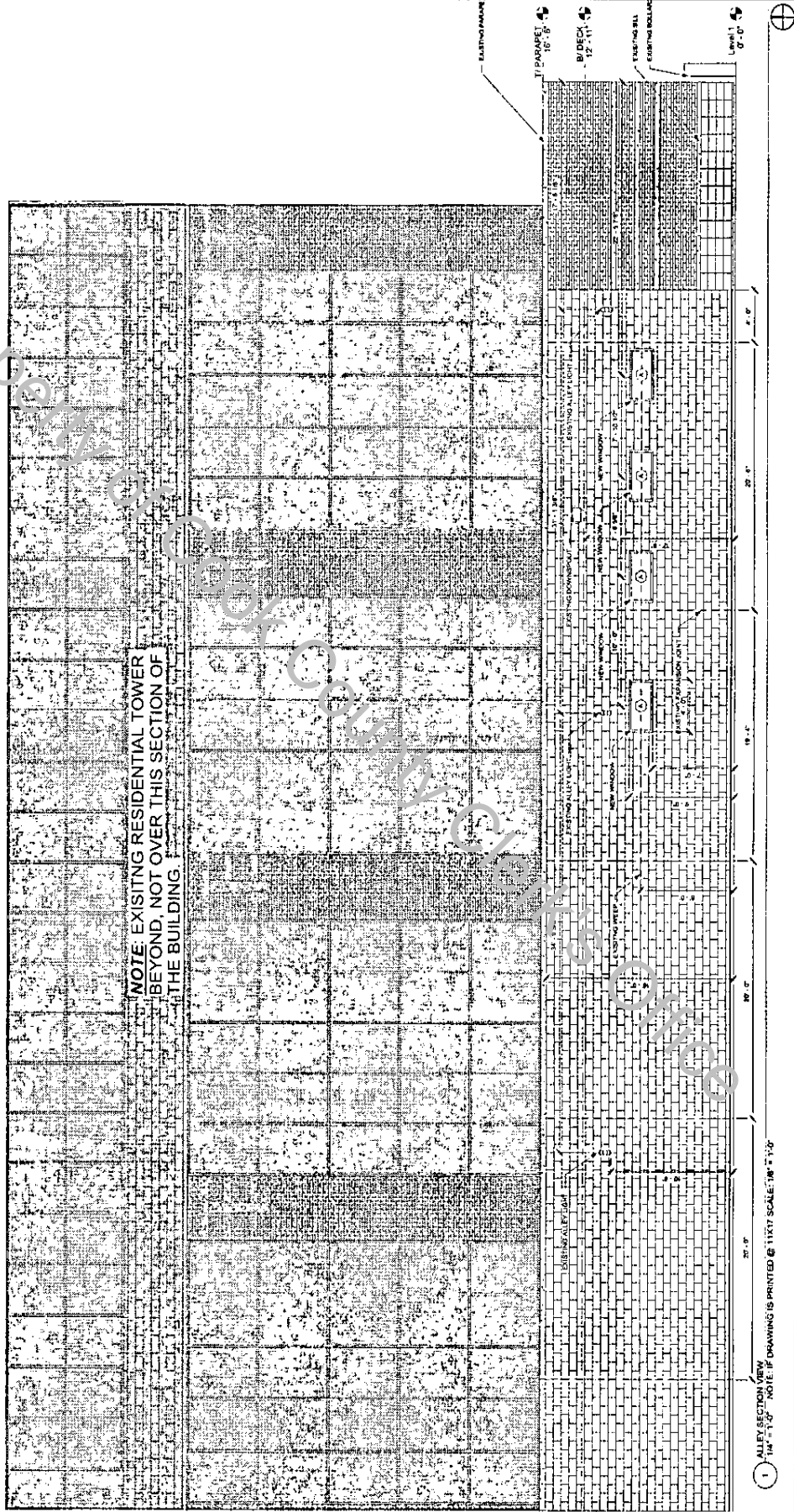
SET BACK FROM PROPERTY
LINE FOR CONCERNED
PARTY

DISCLAIMER: All elements on this property
have been prepared for the intended
purpose and use only. The user
assumes all liability for any
errors or omissions. No warranty is
made for any other use.

ELEVATIONS

Project Number	16018
Date	10/17/2018
Drawn by	Author
Checked by	Checker
Scale	A2-2
Scale	1/4" = 1'-0"

© COPYRIGHT APEX 2018



Property of [Watermark]

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EXHIBIT C - PAGE 9

apex DESIGN-BUILD
950 W. Higgins Rd. 170
Rosemont, IL 60018

TIM SAGUN
ORTHODONTIC OFFICE
4337 N LINCOLN AVE
CHICAGO, IL 60618

CUSTOMER SIGN-OFF OF LAYOUT AND DESIGN
 APPROVED AS SHOWN
 APPROVED WITH CHANGES
CUSTOMER NAME: _____
DATE: _____

NO SET IN PROGRESS
NO SET IN PROGRESS

DISCLAIMER: All drawings are preliminary and subject to change without notice. The contractor shall verify all dimensions and conditions of the site prior to construction. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

No.	Description	Date
1	PROJECT START	10/17/2018
2	PERMITS OBTAINED	10/17/2018
3	CONSTRUCTION START	11/01/2018
4	CONSTRUCTION COMPLETE	11/01/2018
5	PROJECT END	11/01/2018

SPACE PLAN

Project number: 16018
Date: 10/17/2018
Drawn by: MLJ
Checked by: PAN/AMMS
ID: 1.0
Scale: 1/4" = 1'-0"

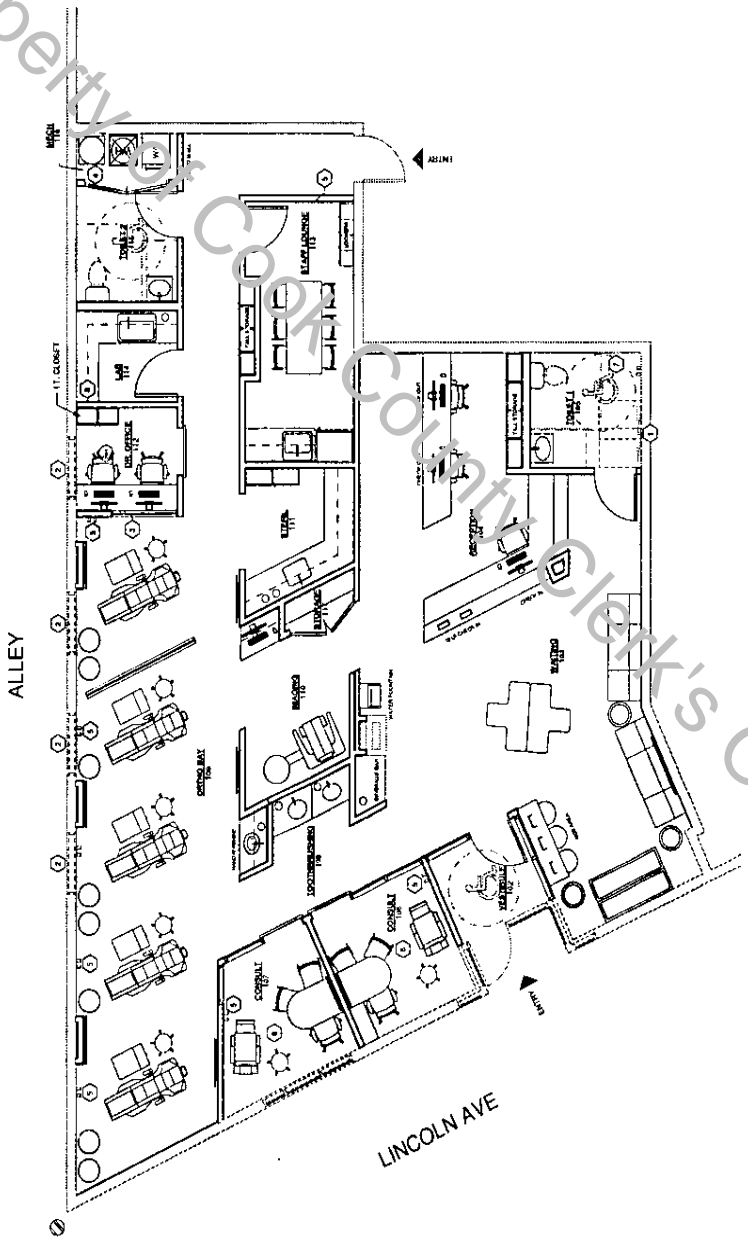
12/27/2018 9:41:54 AM
© COPYRIGHT APEX 2018

FLOOR PLAN KEY

FUTURE EQUIPMENT
EXISTING CONSTRUCTION
NEW CONSTRUCTION

KEYNOTES

- EXISTING ELECTRICAL PANELS
- PROPOSED NEW WINDOW BY EXISTING WINDOW
- RETRAIL LETTERED FRAME WITH ALUMINUM FRAME
- RETRAIL CHANNEL AT TOP AND BOTTOM
- RETRAIL COMPRESSOR LOCATED IN GARAGE
- WALL MOUNTED COAT RACKS
- PLUMB ROOM FOR FUTURE TREATMENT CAPABILITY
- CHANGING TABLE
- MEET WORK BY APEX



1 SPACE PLAN 1/4" = 1'-0" NOTE: IF DRAWING IS PRINTED @ 1:1X7 SCALE 1/4" = 1'-0"

2100 SQFT

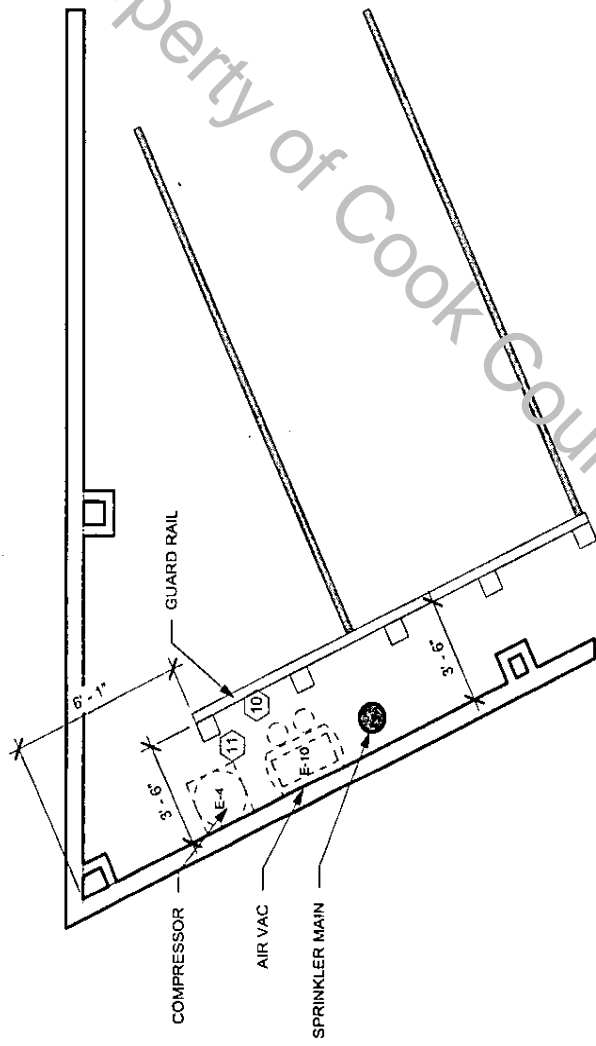
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EXHIBIT D - PAGE 10

FLOOR PLAN KEY NOTES

10 ALL THROUGH FLOOR PENETRATIONS TO BE SEALED WITH AN APPROVED FIRE RATED PENETRATION SYSTEM

11 ALL EQUIPMENT TO BE BOLTED DOWN TO THE CONCRETE



2 BASEMENT PLAN

<p>apex DESIGN BUILD 485 N. MICHIGAN AVE 9550 N. Halsted Rd. 170 Rosemont, IL 60018</p>		<p>TIM SAGUN</p> <p>ORTHODONTIC OFFICE 485 N. MICHIGAN AVE CHICAGO, IL 60618</p>	<p>E.N.A.</p>	<p>DATE: _____</p> <p>DESCRIPTION: _____</p> <p>PROJECT: _____</p>	<p>DATE: _____</p> <p>OPERATOR: _____</p>
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EQUIPMENT SCHEDULE

ID	DESCRIPTION	WT	MIN	MODELS	ELECTRICAL			PLUMBING			COMMENTS						
					VOL.	PH.	AMP.	HP	C.W.	H.W.		SAN.	AIR	OXYGEN	VACUUM	NEG. O2	
E-4	VACUUM PUMP AND WATER FILTER CONNECTION FOR DENTAL VACUUM SYSTEM BY MIDMARK, MODEL CYBER PRODUCTS, OR APPROVED EQUAL				286	3	1.5	1.5									
E-10	AIR COMPRESSOR SYSTEM BY MIDMARK P-3 SYSTEM OR APPROVED EQUAL				280	1	24	1.5									

FLOOR PLAN & GENERAL NOTES

Project number 16018

Scale A1-1

As indicated