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Karen A. Yarbrough
Cook County Clerk
Date: 08/04/2021 11:09 AM Pg: 1 of 9

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), is made and entered into as of this 25 day of JUNE, 2021, by and between Printer's Row Condominium Association, an Illinois not-for-profit corporation (the "Association") and Nancy Johnson (the "Unit Owner").

WHEREAS, the real estate described on Exhibit A hereto and commonly known as 701-733 South Dearborn, Chicago, Illinois 60605 (the "Building") was submitted to the Condominium Property Act of the State of Illinois pursuant to that certain 2020 Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Printer's Row Condominium Association, recorded with the Cook County Recorder of Deeds as document number 2020517009, as amended from time to time (the "Declaration");

WHEREAS, Nancy Johnson is the Owner of Unit 10H located at 727 South Dearborn, Chicago, Illinois 60605 (the "Unit");

WHEREAS, pursuant to Section 8(d) of the Declaration, an area located on the roof directly above the Unit has been designated as a Limited Common Element appurtenant to the Unit (the "Roof Rights Area");

WHEREAS, pursuant to Section 8(d)(4) of the Declaration, the Unit Owner shall be responsible for the normal and routine maintenance of the Roof Rights Area, but excluding major repairs to the Building's roof outside of the Roof Rights Area;

WHEREAS, pursuant to Section 8(d)(5) of the Declaration, the Unit Owner shall bear the obligation to repair and maintain the skylight installed within the Roof Rights Area (the

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

LAURA LAU MARINELLI
LEVENFELD PEARLSTEIN
2 N LASALLE STREET, SUITE 1300
CHICAGO, IL 60602

38418939, 02/19/2021

COMMON ADDRESS:

727 S. Dearborn
Unit 10H
Chicago, Illinois 60605

PIN: 17-16-407-021-1001

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“Skylight”), but said maintenance is limited to care of the glass area and metal frame of the Skylight and shall not include repairs to the Building’s roof outside of the Roof Rights Area;

WHEREAS, the Association required access to the Roof Rights Area to perform a roof replacement in 2019 (the “Roof Project”), which required the removal of the Skylight;

WHEREAS, during the course of the Roof Project, the Unit Owner sought the Association’s approval to redesign and replace the Skylight;

WHEREAS, during the course of the Association’s Roof Project and the Unit Owner’s redesign and replacement of the Skylight, the Unit Owner and the Association had a dispute regarding the responsibility of certain costs relating to the Skylight as well as the interpretation of Section 8(d)(4) and (5) regarding responsibility for “the normal and routine maintenance of the designated appurtenant space, but excluding major repairs to said roof.”; and,

WHEREAS, the Association and the Unit Owner are desirous of entering into this Agreement to further define and clarify each party’s rights and obligations related to repair and maintenance as to the Roof Rights Area and the new Skylight as well as the language of paragraph 8(d)(4) and (5) of the Declaration.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. The Unit Owner shall be responsible for any damage to the Building resulting or arising from the Unit Owner’s maintenance, repair or replacement obligations relating to the Skylight as set forth in the Declaration or this License Agreement.

2. The Unit Owner will not permit any mechanic’s liens to be placed on the Building or any other unit in the Building as a result of the maintenance, repair or replacement of the Skylight, and in the event any such mechanic’s lien is filed, the Unit Owner will promptly discharge same or provide the Association with reasonable security against any such liens. If the Unit Owner fails to discharge any such lien or provide such reasonable security within thirty (30) days after written notice thereof from the Association to the Unit Owner, the Association may, at its option, pay said lien or any portion thereof without inquiry as to the validity thereof, and any amounts so paid by the Association, including any expense incurred by the Association in connection with said payment and interest thereon, shall be a lien on the Unit and shall be collectible in the manner provided in the Declaration for all delinquent assessments against the Unit.

3. The Unit Owner represents and warrants that to her knowledge and based upon professional assertions the installation of the Skylight was performed in conformity with the plans and specifications previously submitted to the Association, in a good and workmanlike manner, in conformity with the Declaration and the Association’s rules, and in conformity with all governmental statutes, ordinances and codes.

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4. No further modifications to the Roof Rights Area or the Skylight shall be made by the Unit Owner without the prior written approval of the Board as set forth in the Declaration.

5. Excluding any major repairs or replacement to the Building's roof, the Unit Owner shall at all times and at its sole cost and expense keep the Roof Rights Area and the Skylight in a clean, safe and well-maintained condition. For purposes of this paragraph and interpretation of Sections 8(d)(4) and (5) of the Declaration, the Unit Owner shall be responsible for any maintenance, repair or replacement of any Skylight components or any components of the Roof or roofing system which exclusively serve or are necessary for the Skylight. For those items of the Roof or the roofing system which would otherwise be necessary absent the presence or installation of the Skylight for the benefit of all owners, repair or replacement of those items shall remain the responsibility of the Association. The Unit Owner shall promptly repair or replace the Skylight, at its sole cost and expense when reasonably necessary as determined by a reputable engineering or architectural firm. The Unit Owner shall have sole responsibility for the condition of the Skylight and its compliance with all applicable laws, statutes, ordinances, codes, rules, regulations, orders and decrees.

6. The Unit Owner shall at all times provide the Association with reasonable access to the Roof Rights Area, the Skylight and all areas under and adjacent to the Skylight whenever necessary for maintenance, repair or replacement of the Building's roof or other Common Elements. Whenever temporary removal (whether full or partial) of the Skylight is deemed necessary by a reputable engineering firm or licensed contractor in order to perform Common Element maintenance, repair or replacement work by the Association, the Unit Owner shall promptly remove and store the Skylight within thirty (30) days of written request by the Association or as soon thereafter as is reasonably practicable. Should the Unit Owner wish to reinstall the skylight following such work, any such re-installation shall be at the Unit Owner's sole cost and expense.

7. If any maintenance, repair, removal or replacement of the Roof Rights Area or the Skylight which the Unit Owner is obligated to maintain, repair, removal and/or replace under the terms hereof, in the discretion of the Board is necessary to protect the Common Elements or any other portion of the Building, and the Unit Owner fails or refuses to perform said maintenance, repair, removal or replacement within thirty (30) days or as soon as reasonably practicable after written notice of the necessity of said maintenance, repair and replacement, then the Board may, but shall not be obligated to, provide the maintenance, repair, removal and replacement and the cost thereof shall constitute a lien against the Unit and shall be collectible in the manner provided in the Declaration for all delinquent assessments against the Unit.

8. Use of the Roof Rights Area and the Skylight remains subject to the Declaration and Rules of the Association, as amended from time to time.

9. All notices and approvals to be given by one party to the other party under this Agreement shall be given in writing, mailed or delivered as follows:

(a) To the Unit Owner:

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Nancy Johnson
727 South Dearborn
Unit 10H
Chicago, Illinois 60605

or to such other person at such other address designated by notice sent to Association.

(b) To the Association:

Printer's Row Condominium Association
Attn: Property Manager
711 S. Dearborn Street
Chicago, IL 60605

or to such other person at such other address designated by notice sent to the Unit Owner.

12. All terms, covenants and conditions of this Agreement shall be covenants running with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, grantees, personal representatives, successors and assigns, including but not limited to, any successor owner or owners of the Unit.

13. The parties shall pay on demand all reasonable costs, charges and expenses, including court costs and attorneys' fees, incurred by the other party in enforcing this Agreement, or as otherwise specifically referenced in this Agreement.

14. Capitalized terms not defined herein shall have the meaning give such terms in the Declaration. This Agreement shall be governed and construed by 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. The Association'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 may be executed in counterparts which, when taken together, shall constitute one instrument. This Agreement shall be recorded in the Cook County Clerk's Office in Cook County, Illinois. 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. This Agreement may not be modified in whole or in part other than by an instrument duly executed by both parties hereto.

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

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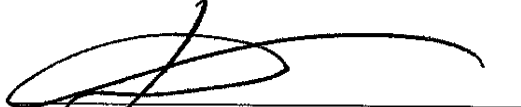
ASSOCIATION:

UNIT OWNER:

PRINTER'S ROW
CONDOMINIUM ASSOCIATION


NANCY JOHNSON

By:



Its: President

BY:



Its: Secretary

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STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County and State, do hereby certify that Nancy Johnson appeared before me this day in person and acknowledged that she signed and delivered the foregoing above Agreement as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2021.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Carrie Davis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Javier Otero, President of Printer's Row Condominium Association and Agustin Gomez-Leal, Secretary of Printer's Row Condominium Association, personally appeared before me and signed the foregoing instrument as such officers on behalf of Printer's Row Condominium Association, as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of July, 2021.

Carrie Davis



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PRINTER'S ROW
CONDOMINIUM ASSOCIATION


NANCY JOHNSON

By: _____
Its: President

BY: _____
Its: Secretary

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STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, Tracy Rizzo, a Notary Public in and for said County and State, do hereby certify that Nancy Johnson appeared before me this day in person and acknowledged that she signed and delivered the foregoing above Agreement as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of JUNE, 2021.

Tracy Rizzo

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, President of Printer's Row Condominium Association and _____, Secretary of Printer's Row Condominium Association, personally appeared before me and signed the foregoing instrument as such officers on behalf of Printer's Row Condominium Association, as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2021.

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EXHIBIT A

(Legal Description)

UNIT NUMBER 10H, IN THE PRINTER'S ROW CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 3, 4, 9, 10, 15 AND 16 (EXCEPT FROM SAID LOTS THAT PART TAKEN AND USED FOR DEARBORN STREET AND PLYMOUTH COURT) IN WALLACE AND OTHER'S SUBDIVISION OF BLOCK 135 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25396708, TOGETHER WITH ITS UNDIVIDED PERCENT INTEREST IN THE COMMON ELEMENTS.

COMMON ADDRESS: 727 South Dearborn
Unit 10H
Chicago, Illinois 60605

PIN: 17-16407-021-1001

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