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Doc#: 2218039144 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 06/29/2022 10:26 AM Pg: 1 of 10

FOR PURPOSES OF RECORDING:

LICENSE AGREEMENT AFFECTING PIN 20-23-211-040-0000
20-23-211-055-0000 AND 20-23-211-039-0000

COMMON ADDRESS:
6526-28 S. Kimbark Ave., Chicago, IL 60637

Prepared by/Return to:
Melissa J. Lettiere
Plunkett Cooney, PC
221 N LaSalle St.
Suite 3500
Chicago, Illinois 60601
312-970.3434

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LICENSE AGREEMENT

This License Agreement ("License Agreement") is made and entered into on the latest date below written and executed between:

1. Ashley Martin, Ronald Lee Woods, as Trustee of The Ronald Lee Woods Living Trust, dated March 2, 2009, Diyang Wu, LIAM LLC, ASJASI Rental Property, LLC, Bobby E. Thompson, Stephanie A. Barba, and 6526-28 Kimbark Condominium Association (the "6526-28 Owners"), including and for their past, present and future agents, attorneys, officers, insurers, representatives, successors, affiliates, assigns, heirs, legatees, administrators, executors and family members (collectively, the "Association Parties"); and
2. Landex Land, LLC ("Landex"), including and for its past, present and future agents, attorneys, members, managers, insurers, employees, representatives, parents, subsidiaries, predecessors, successors, affiliates and assigns (collectively, the "Landex Parties").

The parties hereinabove are also collectively referred to hereinafter as the "Parties," or individually as a "Party."

WHEREAS, Landex owns the property commonly known as 6532 S. Kimbark Ave., Chicago, IL with a property identification number of 20-23-211-040-0000 (the "Landex Property");

WHEREAS, the 6526-28 Owners are the collective owners of a six unit condominium building located at 6526-28 S. Kimbark Ave., Chicago, IL 60637 with property identification numbers of 20-23-211-055-0000 and 20-23-211-039-0000 (the "Kimbark Condo Property").

WHEREAS, on or about January 26, 2022, Landex and the 6526-28 Owners entered into a Settlement Agreement (the "Settlement Agreement") resolving matters related to a complaint filed by Landex against the 6526-28 Owners in the Circuit Court of Cook County in Case No. 2021 CH 01651 (the "Lawsuit") wherein Landex alleged that the 6526-28 Owners were unlawfully encroaching on the Landex Property;

WHEREAS, pursuant to a settlement agreement resolving the Lawsuit, Landex was required to execute and deliver to an escrowee, to hold for the benefit of the 6526-28 Kimbark Condominium Association, a quit claim deed conveying to the 6526-28 Kimbark Condominium Association the north ten feet by approximately one-

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hundred and twenty-five feet of the Landex Property (the "North Ten Feet") and an updated survey (the "Survey");

WHEREAS, the Survey revealed that, after the conveyance of the North Ten Feet to the 6526-28 Kimbark Condominium Association, a fence and fence post(s) (collectively, the "Fence") owned by the Association Parties and largely located on the Kimbark Condo Property encroaches by 0.28 feet onto the Landex Property (A copy of the Survey is attached as Exhibit 1 and incorporated herein);

WHEREAS, to avoid disputes and potential disputes as to the Fence and any related encroachment, the Parties have agreed to enter into this License Agreement wherein the Landex Parties grant a license to the Association Parties allowing the Fence to remain in its present location as an encroachment on the Landex Property for the duration that the Fence exists;

NOW THEREFORE, for good and valuable consideration, including the agreements set forth herein, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. The Landex Parties hereby grant the Association Parties a license allowing the Fence to remain in its present location as an encroachment on the Landex Property for the duration that the Fence exists. If the Association Parties ever need to replace the fence, they shall do so in such a way that the fence no longer encroaches on the Landex Property in which case this License Agreement shall terminate. Further, the Landex Parties shall have the right, at its sole discretion and expense, to relocate the fence such that there is no longer an encroachment by giving the Association Parties ten (10) business days advance written notice of its intent to do so.
3. Except for the covenants and agreements to be performed by any Party as provided herein, the Parties do hereby mutually release, exonerate, acquit and forever discharge each other from any and all actions, causes and causes of action, suits, liens, proceedings, debts, demands, damages, claims, compensation, attorneys' fees, costs and expenses of suits, whatsoever, in law, equity or otherwise, whether statutory, tort or contract, known or unknown, which any of the Parties ever had, could have had, now have, or hereafter can, shall or may have against each other arising out of or related to the use of, or encroachment by, the Fence.

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4. The Landex Parties do hereby mutually release, exonerate, acquit and forever discharge the Association Parties from any and all asserted and unasserted actions, causes and causes of action, suits, liens, proceedings, debts, demands, damages, claims, compensation, attorneys' fees, costs and expenses of suits, whatsoever, in law, equity or otherwise, whether statutory, tort or contract, known or unknown resulting from, or in any manner related to, the Association Parties' exercise of any of the rights granted to them herein.
5. This License Agreement may be modified only by an instrument in writing signed by the Parties.
6. This License Agreement shall be deemed to have been made and entered into in the State of Illinois, and any modifications hereto shall be governed in all respects, including validity, interpretation, construction, enforceability and effect, by the Laws of the State of Illinois.
7. Any dispute related in any way to this License Agreement shall be adjudicated in the Circuit Court of Cook County, Illinois, and the Parties waive any objections to venue and jurisdiction in such Court.
8. It is understood and agreed that this License Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same License Agreement, even though all of the Parties hereto may not have executed the same counterpart of this agreement. Facsimile or e-mail scanned copies shall have the same effect as originals of this License Agreement.
9. The Parties hereby represent and warrant to each other that they have not assigned any right, claim or cause of action encompassed by this instrument to any individual, corporation or other legal entity whatsoever, that each is competent to, and has the full right, power and authority to enter into this License Agreement without the consent or approval of any other individual, corporation or other legal entity, and that upon execution and delivery hereof, neither Party nor any individual, corporation or other legal entity claiming by, through or under any Party, shall have any right or cause of action against any other Party with respect to any of the matters herein contemplated, except as to continuing obligations under this License Agreement.
10. The Parties each acknowledge that they have thoroughly read and reviewed the terms and provisions of this License Agreement and are familiar with the same, that the terms and provisions contained herein

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Landex Land, LLC
 Sign: [Signature]
 Print: DAVID M. FLEISHMANN
 Title: MANAGER
 Date: 5/18/22

LIAM LLC
 Sign: [Signature]
 Print: DEV PATEL
 Title: OWNER
 Date: 5/11/22

ASJASI Rental Property, LLC

6526-28 Kimbark Condominium Association

Sign: _____
 Print: _____
 Title: _____
 Date: _____

Sign: _____
 Print: _____
 Title: _____
 Date: _____

Bobby E. Thompson

Stephanie A. Barbra

Sign: [Signature]
 Date: 4/17/2022

Sign: [Signature]
 Date: 04/17/2022

Ashley Martin

Ronald Lee Woods

Sign: _____
 Date: _____

Sign: _____
 Date: _____

Diyang Wu

Sign: _____
 Date: _____

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Landex Land, LLC

Sign: _____
Print: _____
Title: _____
Date: _____


LIAM LLC

Sign: _____
Print: _____
Title: _____
Date: _____

ASIASI Rental Property, LLC

Sign: 
Print: Gerald Carpenter
Title: President
Date: 1/21/22

6526-28 Kimbark Condominium Association

Sign: 
Print: Gerald Carpenter
Title: President
Date: 1/21/22

Bobby E. Thompson

Sign: _____
Date: _____

Stephanie A. Barbra

Sign: _____
Date: _____

Ashley Martin

Sign: _____
Date: _____

Ronald Lee Woods

Sign: _____
Date: _____

Diyang Wu

Sign: _____
Date: _____

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Landex Land, LLC

LIAM LLC

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ASJASI Rental Property, LLC

6526-28 Kimbark Condominium Association

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Date: _____

Bobby E. Thompson

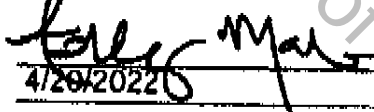
Stephanie A. Barbra

Sign: _____
Date: _____

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Date: _____

Ashley Martin

Ronald Lee Woods

Sign: 
Date: 4/20/2022

Sign: _____
Date: _____

Diyang Wu

Sign: _____
Date: _____

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Landex Land, LLC

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LIAM LLC

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ASJASI Rental Property, LLC

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6526-28 Kimbark Condominium Association

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Title: _____
Date: _____

Bobby E. Thompson

Sign: _____
Date: _____

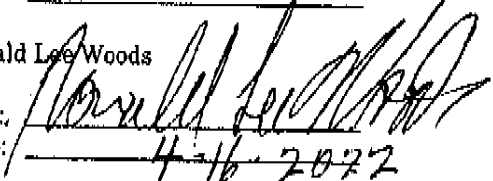
Stephanie A. Barbra

Sign: _____
Date: _____

Ashley Martin

Sign: _____
Date: _____

Ronald Lee Woods

Sign: 
Date: 4-16-2022

Diyang Wu

Sign: _____
Date: _____

Property of Cook County Clerk's Office

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Landex Land, LLC

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LIAM LLC

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Date: _____

ASJASI Rental Property, LLC

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6526-28 Kimbark Condominium Association

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Bobby E. Thompson

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Date: _____

Stephanie A. Barbra

Sign: _____
Date: _____

Ashley Martin

Sign: _____
Date: _____

Ronald Lee Woods

Sign: _____
Date: _____

Diyang Wu

Sign: ~~_____~~
Date: ~~_____~~
4/22/2022

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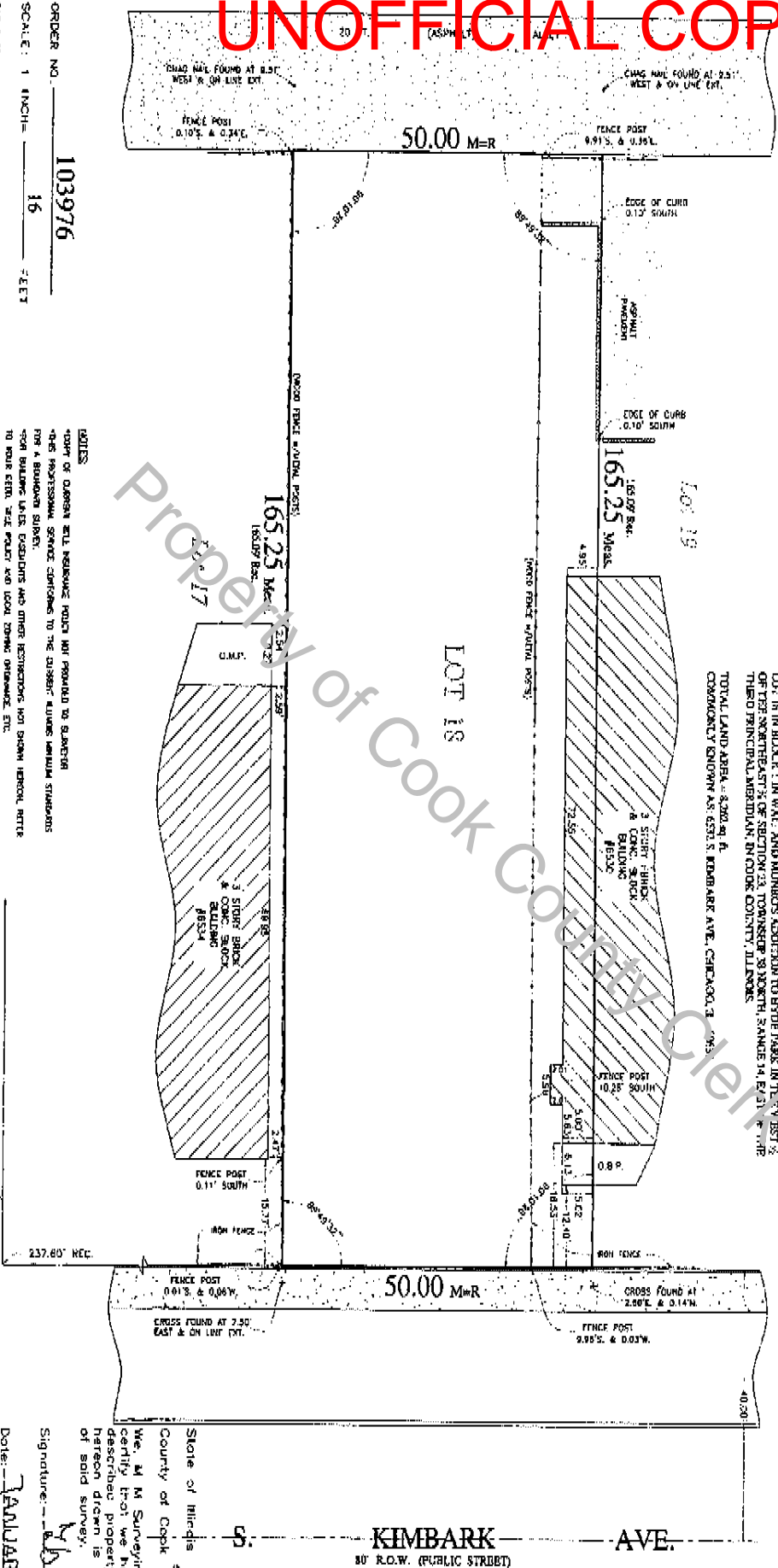
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7100 N. TRAPP AVENUE
LINCOLNWOOD, IL 60712



M M SURVEYING CO., INC.
PROFESSIONAL DESIGN FIRM No. 184-003233
PLAT OF SURVEY
OF

LOT 18 IN BLOCK 1 IN WOLF AND MUNRO'S ADDITION TO HYDE PARK IN THE V. 231ST OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 14 EAST, 1ST MERIDIAN, COOK COUNTY, ILLINOIS
TOTAL LAND AREA = 8,302 sq. ft.
CORNER TO S.W. CORNER OF KIMBARK AVE., CHICAGO, ILL. 60655



ORDER NO. **103976**
SCALE: 1 INCH = 16 FEET
FILED: 14 JANUARY 2022
COMPLETION DATE: **DAVID FLEISHMAN**
ORDERED BY: **DAVID FLEISHMAN**

NOTES
1. OWNER OF ADJACENT PLOTS NOT PROVIDED TO SUBJECT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS SURVEYING STANDARDS FOR A BOUNDARY SURVEY.
2. THIS SURVEY WAS CONDUCTED AND MOST MEASUREMENTS WERE TAKEN FROM THE CORNER OF THE ADJACENT PLOTS.
3. THIS SURVEY WAS CONDUCTED ON THE DATE AND TIME STATED ON THE PLAT AND THE RESULTS ARE THE BEST REPRESENTATION OF THE SURVEY.
4. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

PHONE: (773) 282-5900
FAX: (773) 282-1624
M M SURVEYING CO., INC.



State of Illinois
County of Cook
We, M M Surveying Co., Inc., do hereby certify that we have surveyed the above described property and that the plat hereon drawn is a correct representation of said survey.
Signature: **David M. M.**

Date: **January 24, 2022**
REG. ILL. Land Surveyor No. 35-3758
LIC. EXP. NOVEMBER 30, 2022
DRAWN BY: **E.D.M.**