



PARKING LICENSE

AGREEMENT

Doc# 2227741023 Fee \$85.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/04/2022 11:26 AM PG: 1 OF 5

This Parking License Agreement ("Agreement") is entered into this 30 day of Sept 2022 2022 by 9 W Walton Condominium Association, an Illinois not for profit corporation ("Licensor") and David Eikenmeyer and Laura Eikenmeyer ("Licensee") the owners of Unit 1902 (the "Unit") in 9 W Walton Condominium Association.

RECITALS

WHEREAS, Licensee is the owner of the Unit legally described in Exhibit A attached hereto; and

WHEREAS, pursuant to a Declaration and Reservation of Easements: Access and Exclusive Use of Parking Areas in Walton on the Park South at 2 West Delaware, in Chicago, Illinois for the Benefit of 9 Walton recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 4 2022 as Document Number 2227741022 (the "Easement"), Licensor has a perpetual and exclusive easement on, over, and about portions of the Walton South Residential Property (the "9 W Walton Parking Easement Parcels"), as defined and legally described in the Easement, for the parking of passenger vehicles by 9 W Walton Condominium Association Unit Owners and their tenants, guests and invitees; and

WHEREAS, pursuant to the Easement, Licensor has a perpetual easement for ingress and egress of passenger vehicles through all garage access points and over, upon and across drive aisles and ramps in the garage areas in the Walton South Residential Property, as defined and legally described in the Easement, in order to access the 9 W Walton Parking Easement Parcel; and

WHEREAS, parking space GU-229 is part of the 9 W Walton Parking Easement Parcels; and

WHEREAS, Section 9 of the Easement provides that all rights which are specified in the Easement to be rights of 9 W Walton Condominium Association are mortgageable, pledgeable, assignable and transferable and any successor to, or assignee of such rights (whether as a result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall have all of the rights of 9 W Walton Condominium Association under the Easement and shall be entitled to exercise the rights of 9 W Walton Condominium Association as full as if named as a party to the Easement provided that no party exercising such rights shall have or incur any liability for the acts of any other party that previously, simultaneously or subsequently exercised such rights, unless so specified in writing; and

WHEREAS, pursuant to Section 9 of the Easement, Licensor desires to grant Licensee and all future owners, mortgagees and any other persons from time to time having or acquiring any right, title or interest in Unit 2100 in 9 W Walton Condominium Association including but not limited to Licensee's tenants, guests and invitees the exclusive right to park a passenger vehicle in parking space GU-229; and Licensee desires to accept such exclusive parking right.

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NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

- 1) Licensor grants Licensee an exclusive license to use parking space GU-229, being a part of the 9 W Walton Parking Easement Parcels as defined and legally described in the Easement, for the parking of passenger vehicles by Licensee and Licensee's tenants, guests and invitees.
- 2) Licensor grants licensee a license to enter and exit the Walton South Residential Property through all garage access points and drive upon and across drive aisle and ramps in the garage areas in the Walton South Residential Property in order to access parking space GU-229.
- 3) The licenses granted herein and Licensee's rights to use parking space GU-229 and enter upon the Walton South Residential Property are subject to the terms and conditions contained in the Easement.
- 4) This Agreement and the licenses granted herein shall run with title to Unit 1902 in 9 W Walton Condominium Association and be binding upon and inure to the benefit of the owners, mortgagees and any other persons from time to time having or acquiring any right, title or interest in said Unit.
- 5) This Agreement and the licenses granted herein are mortgageable, pledgeable, assignable and transferable and any successor to, or assignee of, such rights shall have all of the rights of 9 W Walton Condominium Association under the Easement and shall be entitled to exercise the rights of 9 W Walton Condominium Association as full as if named as a party to the Easement provided that no party exercising such rights shall have or incur any liability for the acts of any other party that previously, simultaneously or subsequently exercised such rights, unless so specified in writing.

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IN WITNESS WHEREOF, Licensor sets its hand and seal:

9 W Walton Condominium Association, an Illinois not-for-profit corporation

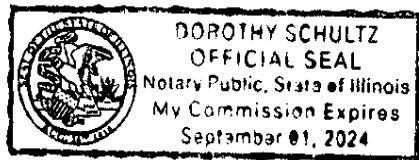
By: *[Signature]*
Its President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County in the State aforesaid, **DOES HEREBY CERTIFY THAT** *Vince DiBenedetto* as President of 9 W Walton Condominium Association, is 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 acknowledged that s/he signed and delivered the said instrument as her/his own free and voluntary act.

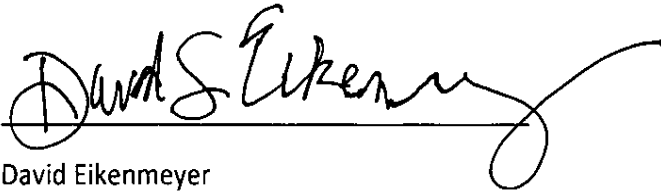
GIVEN under my hand and notarial seal this 10 day of August, 2022.

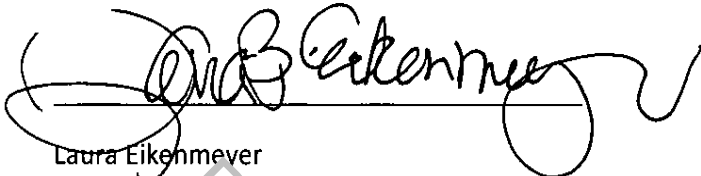
[Signature]
Notary Public



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IN WITNESS WHEREOF, Licensee sets her hand and seal:


David Eikenmeyer


Laura Eikenmeyer

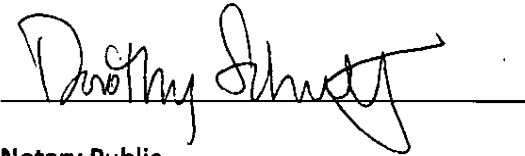
STATE OF ILLINOIS)

) SS.

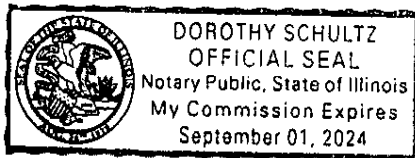
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County in the State aforesaid, **DOES HEREBY CERTIFY THAT** David Eikenmeyer and Laura Eikenmeyer 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

GIVEN under my hand and notarial seal this 9 day of August, 2022.


Dorothy Schultz

Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

UNIT NUMBER 1902 IN 9 WEST WALTON STREET CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM 3 RETAIL PARCELS, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 20, 2017 AS DOCUMENT NUMBER 1712429058, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN: 17-04-435-038-1042

Common Address: 9 W Walton, Unit 1902, Chicago, Illinois 60610

Prepared by & mark to!
Joseph W. Schannak
KSN
55 W. Monroe
ste 2445
Chicago, IL 60603