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Karen A. Yarbrough
Cook County Clerk
Date: 12/13/2023 09:51 AM Pg: 1 of 14

CT

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CUB 1652

(Reserved for Recorders Use Only)

PLEASE RECORD DOCUMENT

THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL.

BY:

[Signature] *[Signature]*

I, THE UNDERSIGNED, A NOTARY IN AND FOR THE COUNTY OF COOK, STATE OF ILLINOIS, DO CERTIFY THAT THE ABOVE 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 HE / SHE / THEY SIGNED THE SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT, FOR THE USE AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICAL SEAL THIS 8 DAY OF December, 20023

[Signature]

NOTARY PUBLIC



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LICENSE AGREEMENT

This Agreement entered into at Chicago, Illinois on the 16 day of October 2015 between 30 W. OAK CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation (the "Association") on the one hand, and DOUG and JOANNE PERTZ the "Owners", on the other hand.

WITNESSETH:

Owners are the legal owners of two adjacent condominium units located on the same floor and known as Units 21 A and 21 B (the "Units") located in the 30 W. Condominium Association, 30 W. Oak Street, Chicago, Illinois (the "Property") in accordance with the Declaration of Condominium Ownership 30 W. Oak Condominium, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 629110006, and as amended from time to time (the "Declaration"); and

Owners desire to obtain the use of a portion of the Common Elements, as defined in the Declaration, consisting of a portion of common element hallway connecting the Units (the "Addition"); and,

Pursuant to the Illinois Condominium Property Act and Article IV Section 4.5 of the Declaration, the Association's Board of Directors (the "Board"), may grant licenses to the Owners to use such Common Elements of the Property.

Subject to the terms and conditions set forth in this Agreement, the Board agrees to grant to the Owners a license to construct and maintain the Addition. The license shall commence upon the execution of this Agreement and shall terminate, if at all, as provided under Paragraph 2(b) of this Agreement.

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

1. APPLICATION TO THE BOARD. Owners have made written application to the Board requesting approval of the Addition. With the application, Owners have submitted plans detailing the Common Elements the Addition will affect, a copy of which is attached as Exhibit "A." The Board has reviewed the plans and confirmed that the plans are consistent with the obligations of the Owners under the Declaration and, in particular, will not impair or weaken the structural integrity of any unit or any portion of the Common Elements. All necessary costs incurred by the Board to review the plans and specifications for the Addition will be paid by the Owners.

2. LICENSE TO CONSTRUCT, USE AND MAINTAIN ADDITION. The Association hereby grants to the Owners, and their agents, family members, guests, and invitees, a license to go upon that portion of the Common Elements of the Property, consisting of the hallway adjacent to the Units as shown on Exhibit A, to construct, maintain, and use the Addition as part of the Owners' residence on the following terms:

- a. This License shall commence, and all payment obligations as set forth below shall commence, upon the execution of this Agreement. Owners have represented that as of the time of execution of this Agreement, they do not have final construction plans. Owners understand and acknowledge that prior to commencing any construction they must first obtain all required approvals for construction of the Addition, including, but not limited to, obtaining permits from the City of Chicago, and receiving approval from the Board as required by this Agreement and the Construction Rules for the 30 W. Oak Condominium Association ("Construction Rules"). Owners shall give notice to the Board upon completion of the Addition.
- b. The rights and privileges of this License granted to the Owners and Owners' transferee may be terminated and revoked by the Association and shall be of no further force and effect upon the occurrence of any of the following events: (i) destruction of the Unit(s) or the Property (but only if the Units are not rebuilt in a similar configuration); (ii) default in the

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- performance of the obligations of the Owner under this Agreement after being provided written notice and 30 days to cure said default unless otherwise specified elsewhere in this Agreement; (iii) failure to pay any regular or special assessment within thirty (30) days after the date such assessment is due and payable, after being provided written notice and 30 days to cure non-payment, (iv) failure to comply with any other duty, obligation or agreement binding on the Units and the Declaration, and not cured within thirty (30) days after written notice thereof from the Association or the Board; (v) a determination by a licensed architect or engineer, or City of Chicago official that due to a change in building and/or life safety codes, the Addition is in violation of said code or regulation, and/or (vi) the Association regaining possession of the Addition pursuant to the same procedures as required for obtaining temporary possession of a unit in the event of the non-payment of assessments by the owner of such unit, including those required by Article IX, Section 5/9-104.1 of the Illinois Code of Civil Procedure.
- c. Upon termination of the License (except by reason of destruction), if directed by the Board, the Owners, at Owners' sole cost and expense, shall promptly restore the subject area to its original condition. If the Owners fail to complete this restoration within forty-five (45) days after termination of the License, upon ten (10) days' written notice to the Owners, the Association may complete the restoration and charge the actual out of pocket costs and expenses thereof to the Owners.
- d. After construction of the Addition, the Owners shall have the right at any time to restore the Units to their current separate configuration at Owners' sole cost and expense, provided that Owners comply with all of the requirements set forth in Paragraphs 3, 4, 5 and 6 below for construction of the Addition and any other measures then reasonably deemed necessary by the Board of Directors..
- e. If the Board in its reasonable judgment believes that the Addition is in any way adversely affecting or diminishing the condition of the Common Elements or any portion thereof, the Board may, at the Owners' expense, conduct an inspection of the Addition to determine the status of the Addition and to determine whether the Addition is adversely affecting or diminishing the condition of any other portion of the Common Elements. In the event that it is determined that the Addition is in any way adversely affecting or diminishing the condition of the Common Elements, or any portion thereof, the Owners shall repair or alter the Addition to correct such problem or restore to Common Elements to their original condition that existed prior to the construction of the Addition. In the event that the Owners fail to correct such problem or restore the Common Elements, the Board, upon ten business days' written notice may do so at the Owners' expense. The cost to repair or restore the Common Elements shall

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constitute a lien for special condominium assessments against the Units, enforceable under the Act and the Declaration as a lien for delinquent special assessments.

- f. Owners shall also pay all expenses and costs related to any obtaining, maintaining, and/or reprogramming of key fobs to gain access to the Addition by way of the stairs and/or elevator. In addition, Owners agree to provide the Associations' Property Manager and/or designated building staff with copies of all key fobs, remotes, keys, or other entry mechanisms which will allow access to the 21st floor in the event access is required as set forth in this Agreement and/or pursuant to the Declaration and Illinois Condominium Property Act.
- g. Owners acknowledge and understand that the Addition consisting of the Common Elements identified in Exhibit A will remain Association property and agree to provide access as deemed necessary by the Association's Board, Property Manager, and/or building staff to perform any maintenance, repairs, inspections or other work to any portion of the Common Elements. The Association, Property Manager, and/or building staff will use reasonable efforts to give the Owners prior notice before accessing the Addition once it is completed.

3. CONSTRUCTION OF ADDITION. The Board will permit the Owners to construct the Addition under the following conditions:

- a. The Addition will be constructed in accordance with the plans and specifications approved by the Board and constructed in accordance with the Construction Rules;
- b. The Owners and Owners' contractors shall coordinate with the Association's on-site property manager the scheduling of all work on the Addition; and the work shall be performed in such a commercially reasonable manner as to minimize any inconvenience to the residents of the Property.
- c. All debris shall be removed from the site of the Addition on a commercially reasonable basis by the Owners at Owners' expense. No debris shall be stored on the site without the express consent and approval of the Association, which consent shall not be unreasonably withheld, conditioned or delayed.
- d. Before commencing work on the Addition, Owners shall, at Owners' expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof.

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- 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 Owners to the managing agent before the work is commenced.
- g. The Board, at the Owners' expense, shall have the right to inspect the construction of the Addition from time to time.
- h. In exchange for Association's granting of this license, Owners shall pay all amounts referenced in the Common Area Remuneration attached hereto and incorporated herein as Exhibit "B," plus a monthly fee, in addition to all other monthly assessments Owner (or its successors) are already obligated to pay, in the amount of \$303.96 for the use of the Addition. These additional sums shall be considered a special condominium assessment against the Owners' Units or the combined Unit, the non-payment of which shall constitute a lien for unpaid assessments and may be enforced pursuant to the Act and the Declaration. The monthly fee above shall be increased annually in an amount equal to any percentage increase in the regular assessments for the Units.
- i. In the event the Board grants a license to another similarly situated owner who desires to combine two adjacent units on the same floor with financial terms more favorable to the owner than those set forth above, the Board shall refund the difference between the new license fee and the one required above to Owners.
- j. In the event Owners decide to make changes to the Addition after completion, Owners must obtain written consent from the Board and follow all procedures required above as well as those contained in the Construction Rules.

4. LIENS. If any mechanic's or other lien caused or created by the Owners or anyone claiming through or under the Owners shall at any time be filed against the Unit or the Property, Owners shall either cause the same to be discharged of record within twenty (20) days after the date Owners receive notice of filing of the lien; or if the Owners desire to contest such lien, Owners 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.

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5. INDEMNITY. Owners shall indemnify and hold harmless the Association, the Board, and their respective employees and agents and each and all unit owners from and against the following:

- a. Any damage to any part of the Common Elements or any unit, directly or indirectly caused by the construction or operation of the Addition;
- b. Any claim or demand by any person or persons, entities, whether unit Owners, guests, or invitees, for personal injury, property damage, or violation of any right, duty or obligation under the Declaration or the Illinois Condominium Property Act, of any nature or description, arising directly or indirectly from the construction or operation of the Addition or the granting of this License; and;
- c. Any claim or demand by the City of Chicago, or its departments, for failure of the Owners to comply with any applicable building or zoning ordinance, law or regulation.

Subject to Paragraph 4 of this Agreement, in the event that any claim or demand is made upon the Board or the Association relating to the construction of the Addition, upon ten (10) business days' prior written notice from the Board, Owners agree to either pay the claim or take steps to contest the claim at the sole expense of the Owners. In evaluating such claims or demands, the Board shall act reasonably and in good faith. If the Owners fail to comply with the requirements of the preceding sentence within the ten (10) business day period, the Association may advance the payment of such claim or demand and may recover from the Owners the amount of such payment. The amount of the payment by the Association shall constitute a lien for special condominium assessments against the separate Units or the combined Unit, enforceable under the Act and the Declaration as a lien for delinquent special assessments. The amount of any indemnification by the Owners described in this paragraph shall include the cost of defending any such claim, including reasonable attorney's fees.

6. INSURANCE. Prior to the start of any work on the Addition, the Owners will deliver to the Board, in care of the managing agent, evidence of insurance coverage in amounts

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reasonably satisfactory to the Board by all contractors performing work on the Addition or verification of coverage under the Owners' liability insurance policy for the Units. The Association, the Board, its agents and employees must be named as additional insured parties to any general and excess liability insurance policies from any Contractors.

7. MISCELLANEOUS.

- a. Hold Harmless Clause. In no event shall the limits of any insurance policy required under Paragraph 6 of this Agreement be deemed to limit the Owners' liability to the Association, the Board, its agents and employees and the unit owners under Paragraph 5 of this Agreement.
- b. Attorneys' Fees. Owners shall reimburse the Association for all reasonable legal expenses to prepare and negotiate this Agreement. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover in such action or proceeding such amount as a court may determine to be reasonable attorneys' fees.
- c. 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 Owners:

Doug & Joanne Pertz
30 W. Oak St., Unit 21 AB
Chicago, Illinois 60610

If to the Association (including the Board):

30 W. Oak Condominium Association
Property Manager
30 W. Oak Street
Chicago, Illinois 60610

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With copy to:

Jordan M. Cramer
Law Offices of Jordan M. Cramer, PC
5225 Old Orchard Road, Suite 25C
Skokie, IL 60077

All communications, notices and demands shall be deemed served upon delivery to the addressee.

- d. Assignment. Upon the sale of the Units subject to this License Agreement, this License Agreement shall be deemed automatically assigned to such new owner without the necessity of any further documentation and, from and after such sale of the Units to the new owner, all references herein to the "Owners" shall mean the then current owner of the Units. Notwithstanding the foregoing, upon the sale of the Units to the new owner, the Board may, at its election, require the new owner to sign another copy of this Agreement, including any updates that may be required.
- e. Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement.
- f. Applicable Law. This Agreement shall be governed and construed pursuant to the laws of the State of Illinois.
- g. 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.

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IN WITNESS WHEREOF, the parties mentioned above have hereunto executed this Agreement on the day and year first above written.

30 W OAK
CONDOMINIUM ASSOCIATION,
an Illinois not-for-profit corporation

By: [Signature]
Its President

ATTEST:

By: Amanda Brown
Its Secretary

OWNERS:

[Signature]
Doug Pertz

[Signature]
Joanne Pertz

Subscribed and sworn to before me
this 16 day of October, 2015

[Signature]
Notary Public

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EXHIBIT A

PLANS FOR ADDITION

Property of Cook County Clerk's Office

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EXHIBIT B

COMMON AREA REMUNERATION

Proposed Common Area Requested:

21 A&B 293 total square feet ("sqft") for the elevator and hallway common areas. The 75 sqft for the trash chute area will be included. 368 total sqft to be used under this license agreement.

Recent 30 W Sales for comparable A/B Units:

7B	3,200,000	3349 sqft
8A	2,619,000	3349 sqft
8B	3,250,000	3349 sqft
11A	3,300,000	3349 sqft
15B	3,625,000	3349 sqft

Total \$15,994,000 / total square feet 16,745 = \$955.15 average square feet

Common area Remuneration (CMR):

293 sqft x \$955.15 = \$279,858.95 x 61.5% = \$172,113.25

Common area special assessment:

21A	3715 sqft	assessment	\$3,070.94
21B	3020 sqft	assessment	\$2,497.13
	6735 sqft		\$5,568.07 or \$.826 /sqft

368 sqft x .826 = \$303.96 monthly special assessment

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CHICAGO TITLE
COMPANY

LEGAL DESCRIPTION

Order No.: 23ST01685LF

For APN/Parcel ID(s): 17-04-424-055-1038 and 17-04-424-055-1039

PARCEL 1:

UNIT 21A, TOGETHER WITH THE EXCLUSIVE RIGHT TO USE PARKING SPACES P-12 & P-58 AND STORAGE SPACE S 34, LIMITED COMMON ELEMENTS, IN THE 30 W. OAK CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THAT PART OF THE FOLLOWING PARCELS OF REAL ESTATE:

THE SOUTH 90.0 FEET OF LOTS 1 AND 2, TAKEN AS A TRACT, IN THE SUBDIVISION OF BLOCK 16 IN BUSHNELL'S ADDITION TO CHICAGO IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

AND ALSO

THAT PART OF LOTS 1 AND 2 (EXCEPT THE SOUTH 90.0 FEET THEREOF), TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE OF 14.01 FEET ABOVE CHICAGO CITY DATUM, IN THE SUBDIVISION OF BLOCK 6 IN BUSHNELL'S ADDITION TO CHICAGO IN THE EAST HALF OF THE SOUTHEAST 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 RECORDED OCTOBER 18, 2006 AS DOCUMENT NUMBER 0629110006, AS AMENDED BY FIRST AMENDMENT RECORDED DECEMBER 1, 2006 AS DOCUMENT NUMBER 0633517012, SECOND AMENDMENT RECORDED DECEMBER 18, 2006 AS DOCUMENT NUMBER 0635215100, THIRD AMENDMENT RECORDED DECEMBER 27, 2006 AS DOCUMENT NUMBER 0636109036, AND FOURTH AMENDMENT RECORDED DECEMBER 29, 2006 AS DOCUMENT NUMBER 0636309031, AND AS FURTHER MAY BE AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 1A:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT, RECORDED OCTOBER 18, 2006 AS DOCUMENT NUMBER 629110005, FOR INGRESS AND EGRESS FOR PERSONS, MATERIAL AND EQUIPMENT TO THE EXTENT NECESSARY TO PERMIT THE MAINTENANCE AND REPAIR OF THE LAND THEREIN REFERRED TO AS THE CONDOMINIUM GARAGE OVER THE LAND DESCRIBED THEREIN (SAID BURDENED LAND COMMONLY REFERRED TO IN SAID AGREEMENT AS THE "TOWNHOME PARCEL" AND "TOWNHOME IMPROVEMENTS.")

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LEGAL DESCRIPTION

(continued)

PARCEL 2:

UNIT 21B, TOGETHER WITH THE EXCLUSIVE RIGHT TO USE PARKING SPACES P-67 AND P-68 AND STORAGE SPACE S-17, LIMITED COMMON ELEMENTS, IN THE 30 W. OAK CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THAT PART OF THE FOLLOWING PARCELS OF REAL ESTATE:

THE SOUTH 90.0 FEET OF LOTS 1 AND 2, TAKEN AS A TRACT, IN THE SUBDIVISION OF BLOCK 16 IN BUSHNELL'S ADDITION TO CHICAGO IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

AND ALSO

THAT PART OF LOTS 1 AND 2 (EXCEPT THE SOUTH 90.0 FEET THEREOF), TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE OF 14.01 FEET ABOVE CHICAGO CITY DATUM, IN THE SUBDIVISION OF BLOCK 6 IN BUSHNELL'S ADDITION TO CHICAGO IN THE EAST HALF OF THE SOUTHEAST 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 RECORDED OCTOBER 18, 2006 AS DOCUMENT NUMBER 0629110006, AS AMENDED BY FIRST AMENDMENT RECORDED DECEMBER 1, 2006 AS DOCUMENT NUMBER 0633517012, SECOND AMENDMENT RECORDED DECEMBER 18, 2006 AS DOCUMENT NUMBER 0635215100, THIRD AMENDMENT RECORDED DECEMBER 27, 2006 AS DOCUMENT NUMBER 0636109036, AND FOURTH AMENDMENT RECORDED DECEMBER 29, 2006 AS DOCUMENT NUMBER 0636309031, AND AS FURTHER MAY BE AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2A:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 2 AS CREATED BY EASEMENT AGREEMENT, RECORDED OCTOBER 18, 2006 AS DOCUMENT NUMBER 0629110005, FOR INGRESS AND EGRESS FOR PERSONS, MATERIAL AND EQUIPMENT TO THE EXTENT NECESSARY TO PERMIT THE MAINTENANCE AND REPAIR OF THE LAND THEREIN REFERRED TO AS THE CONDOMINIUM GARAGE OVER THE LAND DESCRIBED THEREIN (SAID BURDENED LAND COMMONLY REFERRED TO IN SAID AGREEMENT AS THE "TOWNHOME PARCEL" AND "TOWNHOME IMPROVEMENTS.")