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THIS INSTRUMENT
WAS PREPARED BY
AND AFTER RECORDING
RETURN TO:

Justin Ian Sia, Esq. Miner, Barnhill & Galland, P.C. 325 N. LaSalle Street, Suite 350 Chicago, Illinois 60654 Doc# 2408624149 Fee \$88.00 ILRHSP FEE:s18.00 RPRF FEE:s1.00 KAREN A. YARBROUGH

COOK COUNTY CLERK'S OFFICE DATE: 3/26/2024 3:03 PM

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#### TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this "<u>Agreement</u>") dated this 4th day of March, 2024 (the "<u>Termination Date</u>"), between Las Moradas Preservation, L.P., an Illinois limited partnership ("<u>Owner</u>"), and Wanda Velasquez ("<u>Licensee</u>").

### WITNESSETH

The following recitals of fact are a material part of this Agreement:

WHEREAS, Owner and Licensee entered into that certain License Agreement, dated as of October 29, 2020 and recorded with the Cook Courty Recorder of Deeds on November 19, 2020 as document number 2032457011 (the "License Agreement"), whereby Owner granted Licensee the right to use certain property described on Exhibit A attached hereto (the "Subject Property") for the benefit of that certain neighboring parcel of land described on Exhibit B attached hereto (the "Benefited Parcel"); and

WHEREAS, Owner and Licensee have agreed to terminate the License Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Licensee hereby agree as follows:

### **AGREEMENT**

- 1. The License Agreement is hereby terminated, but for those provisions which survive termination, as detailed below.
- 2. Licensee confirms and represents that it does not have any claims or causes of action for any matter against Owner arising from the License Agreement.
- 3. The parties shall have no further obligation or liability under the License Agreement after the Termination Date. Notwithstanding the foregoing, Licensee shall be and remain responsible for:

- Termination Date; **(a)** Any liabilities to Owner which arose under the License Agreement before the
- Owner for any such taxes; and billed to the Owner, Owner shall notify Licensee and Licensee shall promptly pay or after the Termination Date. If the Subject Property incurs property tax bills that are (q) All property tax liability associated with the Subject Property, whether incurred before
- Indemnification obligations under paragraph 9 of the License Agreement. (c)
- Picensee shall no, merge or terminate by function of Owner transferring the Subject Property to Licensee and their respective successors and assigns. Obligations under paragraph 3 hereof 4. Obligations under this Agreement shall be binding upon and inure to the benefit of Owner and
- Agreement shall be binding upon the parties unless approved in writing by the parties. relating thereto. No arcdification, amendment, or waiver of the terms and conditions of this termination of the License Agreement and merges all prior discussions between the parties 5. This Agreement constitutes the entire understanding between the parties hereto as to the
- hereof. extent of such prohibition or unexisteability without invalidating the remaining provisions 6. Any provision of this Agreement hat is prohibited or unenforceable shall be ineffective to the
- of Illinois. 7. This Agreement shall be governed by and construed in accordance with the laws of the State
- DO0012 an original, but when taken together shall constitute one and the same instrument. 8. This Agreement may be executed in one or more counterparts, each of which shall be deemed

[Signature page follows.]

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

#### OWNER:

Las Moradas Preservation, L.P., an Illinois limited partnership

By: Las Moradas Preservation, LLC, an Illinois limited liability company, its general partner

By: Wapanic Housing Development Corporation, an Illinois not-for-profit corporation, its managing member

By:
Name:

Hipolito Roldan

Its:

President

LICENSEE:

By: Name:

Wanda Velasquez

Opt County Clert's Office

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

#### OWNER:

Las Moradas Preservation, L.P., an Illinois limited partnership

Las Moradas Preservation, LLC,

2. Dlinois limited liability company,

its general partner

Hispanic Housing Development Corporation,

an Illinois not-for-profit corporation,

its mar.aging member

By:

Name:

Its:

President

LICENSEE:

By:

Valesa Vy Clark's Office Wanda Velasquez Name:

STATE OF ILLINOIS )
) SS COUNTY OF COOK )
COUNTY OF COOK )
I, Rafae (a Array o , a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Hipolito Roldan of Hispanic Housing Development Corporation, an Illinois not-for-profit corporation, 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 signed and delivered the said instrument as his free and voluntary act as
such President of said corporation, for the uses and purposes therein set forth.
GIVEN onder my hand and official seal this 22 day of 1 and or 4, 2024.
[seal]  Off cip. Soal  Rafaela Arroyo  Rafaela Arroyo  Notary Public Sta's on Illinois  Notary Public Sta's on Illinois  My Commission Expires 12/3/2025
of County Clark's Ore

STATE OF ILLINOIS )
COUNTY OF COOK )
I, My How Don'z   Low, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WANDA VELASQUEZ, 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 she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.  GIVEN under my hand and official seal this day of the www, 2024.
[seal] Notary Public
ANTHONY N PANZICA Official Seal Notary Public - State of Illinois My Commission Expires Jun 9, 2026
Official Seal Notary Public - State of Illinois My Commission Expires Jun 9, 2026

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### **UNOFFICIAL COPY**

### EXHIBIT A

### LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE EAST 25 FEET OF LOT 25 IN BLOCK 3 IN HUMBOLDT PARK RESIDENCE ASSOCIATION'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-01 2:12-053, PARTIAL

PSS: 13c County Clarks Office COMMON ADDRESS: 1305 N. California Ave., Chicago, IL 60622

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### **UNOFFICIAL COPY**

### EXHIBIT B

### LEGAL DESCRIPTION OF BENEFITED PARCEL

LOT 75 AND THE NORTH 5 FEET OF LOT 26 (EXCEPT THE EAST 25 FEET OF EACH OF SAID LOTS CONVEYED TO LAKE STREET ELEVATED RAILROAD COMPANY) IN BLOCK 3 IN HUMBOLDT PARK RESIDENCE ASSOCIATION SUBDIVISION OF THE SOUTH WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBER:

16-01-222-010-0000

COMMON ADDRESS

1305 N. California Avenue, Chicago, Illinois

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