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## GRANT OF PERPETUAL LICENSE



WHEREAS, the Grantor, Lakeview Trust and Savings Bank, as trustee under trust number 6708 is the owner of all the property described on Exhibit A attached hereto and by reference made a part hereof as if written fully herein; and

WHEREAS, the Grantor desires to provide a non-cancelable right for each Unit Onwer to use and enjoy one parking space as a matter of right upon payment of reasonable compensation to the owner of Unit (-lear, and to provide a non-cancelable right to the 915-925 West Belmont Condominium Association (hereinafter Association) to use and enjoy sufficient area for a refuse collection box (lugger box); and

WHEREAS, the Grantor deems it in the best interests of all Unit Owners and the Association to provide such right upon Unit C-Rear.

NOW, THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the rollowing grants, agreements, covenants and restrictions are made:

- The Grantor hereby grants to each Unit Owner, his heirs, legal representatives, successors end assigns, as a perpetual noncancelable license the right to use one space for automobile parking purposes upon Unit C-Rear as described in Exhibit A attached hereto. The Owner of Unit C-Rear shall designate the parking space to be assigned to each such requesting Unit Owner, provide ingress and agress to each such space and shall be permitted to charge a reasonable fee for the use of such space. The fee to be charged shall not be greater than the lowest rate charged for use of parking space to any other user of Unit C-Rear premises for extended parking purposes, and in no event shall the charge ever exceed the lawest rate charged by other parking facilities within a 3 mile radius of Unit C-Rear for similar extended parking use at the time of such use. Extended parking purpose shall be for a period of not less than one month Intervals.
- 2. The Grantor, further, grants to the Association and the Unit Owners a perpetual non-cancelable license to use sufficient space for the refuse collection box (lugger box) and ingress and egress for the placement, removal and use of same by the Association, its members, and Unit Owners over, upon and across Unit C-Rear as described on Exhibit A. Unit Owner C-Rear shall designate the area where said refuse collection box shall be placed, and no charge shall be made to any Unit Owner, the Association or their scavenger for such use.

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- 3. The Grantor hereby grants to each Unit C Owner, his heirs, legal representatives, successors and assigns a perpetual right to sufficient space upon Unit C-Rear for receipt and delivery of goods to and from each such unit. Such grant shall include ingress and egress for all delivery vehicles for any Unit C owners. The owner of Unit C-Rear shall designate the area or areas to be used and the path to be taken by each such vehicle. The Association may restrict hours of delivery. The owner of Unit C-Rear may restrict the number of delivery vehicles to no more than two at any one time and no delivery vehicle shall remain more than one half hour without the permission of the owner of Unit C-Rear who may charge a Unit Owner a reasonable fee for any delivery vehicle in excess of the first half hour. No charge shall be made to any Unit Owner for the first half hour per delivery vehicle per day.
- 4. The grants, agreements, covenants and restrictions set forth herein shall inure to the benefit of the Unit Owners, the Association and to their heirs, agents, successors, and assigns and shall run with the land.
- 5. Whenever a transfer of ownership of either parcel takes place, liability of the transferor for breach of covenant occurring thereafter shall hereby automatically terminate.
- 6. The rule of strict construction does not apply to this Grant. This Grant shall be given a reasonable construction so that the intention of the party herato to confer a commercially usable right of enjoyment on the Grantees is carried out.
- 7. This instrument is executed by the Grantor, not personally but solely as trustee in the exercise of the power and authority conferred upon and vested in it as such trustee and that nothing herein contained shall be construct to impose liability personally upon Lakeview Trust and Savings bank, except as to the res of the trust.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this 31 day of October 1956.

Lakeview Trust and Savings Bank, as trustee under trust number 6708

by: (Klac Cillan Assistant Vivo President

ATTEST

Trust officer

STATE OF ILLINOIS) SS

I, the undersigned, a notary public in and for the County and State aforesaid, Do Hereby Certify that Chloe Arlan heatstant Vice President and James E. Polites, Jr. Asatabant Sacratany.

Trust Officerof Lakeview Trust and Savings BAnk, as trustee, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary act and as the free and voluntary act of said Grantor for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Grantor, caused the corporate seal of said Grantor to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of Grantor for the uses and purposes therein set forth.

Given under my bend and Notarial Seal this 31st

day of

December

1986.

Notary Public

Property Commonly Known as 915-925 W. Belmont, Chicago, Illinois Real Estate Index Number: 14-29-204-007-0000

This Instrument prepared by: Richard J. Hollander

123 West Madison 6t. Chicago, IL 60602

346-5570

COOK COUNTY, ILLINOIS FILED FOR RECORD

1987 FEB 17 PH 12: 41

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## EXHIBIT A

LEGAL DESCRIPTION 915-925 W. Belmont Chicago, Illinois

UNITS C-915, C-917, C-919, C-923, C-925, C-REAR, R 915,R-917, R-919, R-921, R-523 AND R-925 IN 915-25 WEST CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE WEST 5.05 FEET OF LOT 10 AND ALL OF LOTS 11 to 15 IN MEISWINKEL'S SUBDIVISION OF THE EAST 768.37 FEET OF THAT PART OF THE NORTH 1/4 OF 5LOCK 1 LYING WEST OF GREEN BAY ROAD IN CANAL TRUSTEE'S SUBDIVISION OF EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 85218778 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS