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LICENSE AND EASEMENT AGREEMENT

THIS LICENSE AND EASEMENT AGREEMENT ("Agreement") made as of this 22nd day of December, 1988, by and between Owens-Corning Fiberglas Corporation, a Delaware corporation ("Licensor"), and Standard Bank and Trust Company of Hickory Hills, as Trustee under trust agreement dated December 15, 1988 and known as Trust No. 3656 ("Licensee").

RECITALS

A. Licensor is the owner of certain real property (the "Burdened Property") legally described on Exhibit A attached hereto and made a part hereof. Licensee is the successor to of the contract purchaser of certain adjoining real property (the "Benefited Property") legally described on Exhibit B attached hereto and made a part hereof.

B. Pursuant to the terms of a certain Real Estate Sale Contract, dated September 2, 1988, as amended by a certain First Amendment to Real Estate Sale Contract, dated November 16, 1988, by and between Licensee, as seller, and John G. Yedinak, Michael L. Edelstein, and Sergio Martinucci, an Illinois Land Trust or Nominee (collectively, "Contract Purchaser"), as purchaser, Licensor agreed to grant to the Contract Purchaser or its Nominee such easements and/or licenses as may be necessary or desirable for installation, operation, flow and passage, use, maintenance, repair, replacement, relocation and service of certain utility facilities serving the Benefited Property and/or the Burdened Property, as more particularly described herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1. Licensor does hereby grant to Licensee a license to tie in, connect with and use the existing sanitary sewer facilities of Licensor ("Primary Facilities") located on and lying within the Burdened Property so as to service the Benefited Property.

2. Licensee does hereby agree to use, maintain, replace and repair of a sanitary sewer line ("Connecting Line") leading into and connecting with the Primary Facilities so that at all times (a) the Connecting Line shall tie into and connect with the Primary Facilities at the point or points of the locations of the manhole(s) located within the Burdened Property and lying nearest to the westerly boundary line of the Benefited

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Property; (b) the operation of the Connecting Line and related sanitary sewer facilities lying within the Benefited Parcel shall in no way interfere with or otherwise adversely affect the use of the Burdened Property or the operation of commercial and/or industrial activities thereon by the Licensor, its successors or assigns from time to time; (c) the Connecting Line shall be in a good and sanitary condition and the use thereof shall be in compliance with all applicable laws, ordinances and governmental regulations; and (d) no use or operation of the Connecting Line and related sanitary sewer facilities lying within the Benefited Property shall be made, conducted or permitted which shall be offensive or obnoxious to the operation of commercial and/or industrial activities on the Burdened Parcel.

3. Licensee hereby agrees, at its own expense, to maintain and keep the Connecting Line in good and working order, it being expressly understood and agreed that the sole responsibility and expense of Licensor shall be to maintain and keep in satisfactory repair the existing Primary Facilities; provided, further that it is hereby understood and agreed that Licensor shall not cease to operate or otherwise adversely affect the use of the Connecting Line without providing Licensee with alternative access to the Primary Facilities or replacement facilities thereof, to the extent such access shall be required for the operation, flow and passage of the sanitary sewer lines on the Benefited Property.

4. Licensee hereunder does covenant and agree that no additional use shall be made of the Primary Facilities located within the Burdened Property except those uses which the word "sanitary" implies. Licensee further agrees not to permit any other owner, tenant, or occupant of land adjoining the Benefited Property who is not presently using said facilities to use the Primary Facilities or to be in any way connected into the Primary Facilities and or the Connecting Line leading from the Burdened Property into the Primary Facilities.

5. Licensor hereby grants and conveys to Licensee a non-exclusive easement, right and privilege in, to, over, under and across the Burdened Property necessary for the installation, operation, flow and passage, use, maintenance, repair, relocation and removal of the Connecting Line.

6. Any installation, operation, use, maintenance, replacement, repair, relocation and removal of the Connecting Line hereinabove described and conducted on the Burdened Property shall be performed by Licensee, its contractors,

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agents or employees only after providing Licensor with five (5) days' prior written notice of Licensee's intention to perform such work; provided, however, in the case of an emergency, any such work may be immediately performed after providing such advance notice to Licensor as is reasonably practicable under the circumstances, which notice need not be in writing. In addition, Licensee agrees that all such installation, operation, use, maintenance, replacement, repair, relocation and removal shall be performed in a good and workmanlike manner and shall cause as little disturbance to Licensor as may be reasonably practicable under the circumstances.

7. Licensee agrees that any and all portions of the surface area of the Burdened Property which may have been excavated, damaged or otherwise disturbed as a result of the exercise of any of Licensee's rights hereunder shall be restored by Licensee, at its sole cost and expense.

8. Licensee shall indemnify and hold Licensor harmless from and against all claims, injury, damage, loss and liability of any and every kind to any person or property arising from (i) any work or thing whatsoever done by or any condition created in or about the Burdened Property by Licensee or on its behalf in connection with the exercise of rights granted pursuant to this Agreement, or (ii) any negligent or otherwise wrongful act or omission of Licensee or its employees, agents or contractors affecting the Burdened Property which may occur in connection with the exercise of rights granted pursuant to this Agreement, except to the extent any of the foregoing shall have been proximately contributed to by Licensor's gross negligence or willful act or omission. In the event of the bringing of any such claim, or commencement of any such action or proceeding against Licensor, and as a condition precedent to any recovery therefor from Licensee, Licensor shall promptly give written notice to Licensee of the same and, thereafter, Licensee shall be entitled to assume the defense therefor.

9. The license, easement and attendant rights and privileges hereby granted shall be perpetual; provided, however, if such license and/or easement is not used by Licensee for two (2) consecutive years then, at the option of the Licensor and upon written notice to Licensee, such license and/or easement shall terminate and expire unless within forty-five (45) days after notice of Licensor's intent to exercise such option, Licensee notifies Licensor that it, in good faith, intends to begin using the easement and/or license again, as the case may be.

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10. All notices, requests and other communications required or permitted under this Agreement shall be in writing (unless expressly provided otherwise herein) and shall be deemed to have been duly given, made and received only when delivered (personally, by overnight courier service or other messenger service) or, if mailed, when deposited in the United States mails, sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Licensor:

Owens-Corning Fiberglas Corporation
Fiberglas Tower
Toledo, Ohio 43659
Attn: Corporate Real Estate

If to Licensee:

Standard Bank & Trust Company of
Hickory Hills u/t No. 3656
c/o Frances M. Pitts, General Counsel
7600 W. 63rd Street
Summit, Illinois 60501

11. The rights and obligations of Licensor and Licensee shall inure to the benefit of and be binding upon their respective successors and assigns, and all terms, conditions and covenants herein contained shall be deemed and construed as covenants running with the land without further agreement between the parties hereto and/or their respective successors and assigns.

12. If any provision of this Agreement shall be unenforceable or invalid in whole or in part, such provisions shall be limited to the extent necessary to render the remainder enforceable and valid, or, if necessary, such provisions shall be excised from this Agreement, and this Agreement shall be construed as if said provisions had been incorporated herein as so limited, or as if said provisions had not been included herein, as the case may be.

14. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original.

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

LICENSOR:

OWENS-CORNING FIBERGLAS CORPORATION, a Delaware corporation

By: C. Tam S. [Signature]
Its: Assistant Treasurer

LICENSEE:

_____, a(n)

By: _____
Its: _____

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LICENSEE:

STANDARD BANK AND TRUST COMPANY OF
HICKORY HILLS, AS TRUSTEE AS
AFORESAID

ATTEST:

By: [Signature]
Its: T.O.M. Secretary

By: [Signature]
Its: Asst. V.P. & Trust Officer

Trustee Exculpation. This License Agreement is executed and delivered by Standard Bank and Trust Company of Hickory Hills, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee; provided, however, that said Bank hereby personally warrants that it possesses full power and authority to execute and deliver this License Agreement. It is expressly understood and agreed that nothing contained in this License Agreement shall be construed as creating any liability on said Bank personally to pay any amounts or to perform any covenant, express or implied, contained in the License Agreement, all such personal liability, if any, being expressly waived by Grantee and by every person now or hereafter claiming any right hereunder.

COOK COUNTY, ILLINOIS

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STATE OF OHIO)
)SS
COUNTY OF LUCAS)

I, the undersigned, a Notary Public in and for said County and State do hereby certify that, C. Jackson Snyder,
Asst. Treasurer, of Owens-Corning Fiberglas Corporation, a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth, on behalf of said corporation.

Given under my hand and official seal this 23rd day of December, 1988.

Susan A. Koschka
NOTARY PUBLIC

My Commission expires:
April 22, 1991.

SUSAN A. KOSCHKA
Notary Public, State of Ohio
My Commission Expires April 22, 1991

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EXHIBIT A

Legal Description

Lot 2 in OCF Resubdivision of part of Lot 1 in Robert Bartlett's Industrial Subdivision No. 1, being a subdivision of part of the west 1/2, lying west of Archer Ave., in Section 13, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat of Resubdivision thereof, recorded December 7, 1988 as Document 88565122 in Cook County, Illinois.

P.A. N. # 18-13-100-003

5818 So. Archer Rd.

Summit, Ill

Mail to:

Sonnenschein Culkin Roth & Loewenthal

8000 Sears Tower

Chgo., Ill 60606

attn: Dona Waller

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EXHIBIT B

Legal Description

Lot 1 in OCF Resubdivision of part of Lot 1 in Robert Bartlett's Industrial Subdivision No. 1, being a subdivision of part of the west 1/2, lying west of Archer Ave., in Section 13, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat of Resubdivision thereof, recorded December 7, 1988 as Document 88565122 in Cook County, Illinois.

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