#### LICENSE AGREEMENT

90129960

Agreement made this 7h day of February, 1990, by and between GARY J. MERLOTTI and NANCY T. O'KEEFE, ("Licensor") and ANTHONY F. PIET and SHARON A. PIET, ("Licensee"):

#### WITNESSETH:

RELACTORNEY SERVICES #

WHEREAS, Licensor is presently the legal owner of the property described as:

Lot 9 in Palos Oaks, being a Subdivision in the West 1/2 of the Southwest 1/4 of Section 26, Township 37 North, Range 12, East of the Third Principal Meridian, as shown on plat recorded as Document Number 13852308, in Cook County, Illinois.

P. 2 N. 23-26-313-009-0000.

COMMINI! KNOWN AS: 12522 Pawnee, Palos Park, Illinois 60464.

hereafter referred to as "Premises"; and

WHEREAS, Licensee i, presently the legal owner of the property described as:

Lot 2 in Zimmerman's subdivision of Block 6 in Monson's and Company fourth Palos Park Subdivision, in the Southeast 1/4 of the South East 1/4 of Section 27, Township 37 North, Range 12, East of the Third Principal Meridian, in Cock County, Illinois.

P.I.N. #23-27-417-009-0000.

COMMONLY KNOWN AS: 12601 Southwest Highway, Palos Park, Illinois 60464,

which abuts the west line of Premises and is pereafter called "Land"; and

WHEREAS, a frame shed located on the East property line of Land encroaches over the West property line of Premises, as shown on a copy of the survey of Premises, prepared by Vanderwalker Land Surveyors, dated November 5, 1989 and bearing his order number 89X-74, attached hereto as Exhibit 1 and hereby made a part hereof; and

WHEREAS, Licensor agrees to grant a license to Licensee for the purpose of permitting such encroachment, and Licensee wishes to avoid the expenditure of time and costs involved in removing said frame shed;

WHEREAS, in consideration of One Dollar (\$1.00), in hand paid to Licensor, the sufficiency of which is hereby acknowledged, the parties signatory hereto covenant and agree as follows:

- 1. The above preambles are hereby made a part of this  $\ensuremath{\mathsf{Agreement}}\xspace.$
- Licensor hereby grants a license to Licensee for use of that part of Premises which is presently occupied by the above described frame shed.

AND CONTRACTORS

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- 3. If Licensee should reconstruct or replace said frame shed for any reason whatsoever, Licensee hereby agrees that such reconstruction or replacement shall be placed entirely within the boundaries of Land.
- 4. Licensee hereby agrees to assume all maintenance costs and expenses for said frame shed, and Licensor hereby agrees to allow Licensee access onto Premises for purposes of same.
- 5. Licensee hereby agrees to hold Licensor harmless from any and all claims and liability which may arise from use by Licensee or by guests of Licensee of said frame shed.
- f. This license may terminate at any time with Licensor giving thirty days written notice to Licensee. All costs of revola shall be paid for by Licensee. Licensee hereby agrees to restore Premises to the same condition it was in prior to occupancy by said frame shed.
- 7. This riverse shall not be construed as an easement, nor shall it constitute a covenant running with the land.
- 8. All notices to either party shall be in writing and shall be served uron the parties at the addresses as referred to above. The mailing of a notice by either certified or registered mail, return receipt requested, shall be sufficient service. Such notice shall be considered delivered when decosited in the U.S. Mail, postage prepaid.
- 9. This license shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned have caused their ilent's Office signatures to be affixed hereto as of the date first above written.

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AS LICENSORS;

YNOHIVA F. PIET

SHARON A. PIET

AS LICENSEES.

Property or Coot County Clerk's Office

STATE OF ILLINOIS) COUNTY OF COOK

I, LAUREEN DUNNE SILVER, a Notary Public in and for said County, in the State aforesaid, do certify that GARY J. MERLOTTI and NANCY T O'KEEFE, 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, sealed, and de ivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Giver under my hand and official seal, this February 1990

expires 8/10/92

Notary Public

STATE OF ILLINOIS) COUNTY OF COOK

3004 COUNT I, VALDEMAR TCHLOARZ, a Notary Public in and for said County, in the State aforesaid, as cartify that ANTHONY F. PIET and SHARON A. PIET, 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, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2k of FeARJAH, 1990  $\wedge$ 

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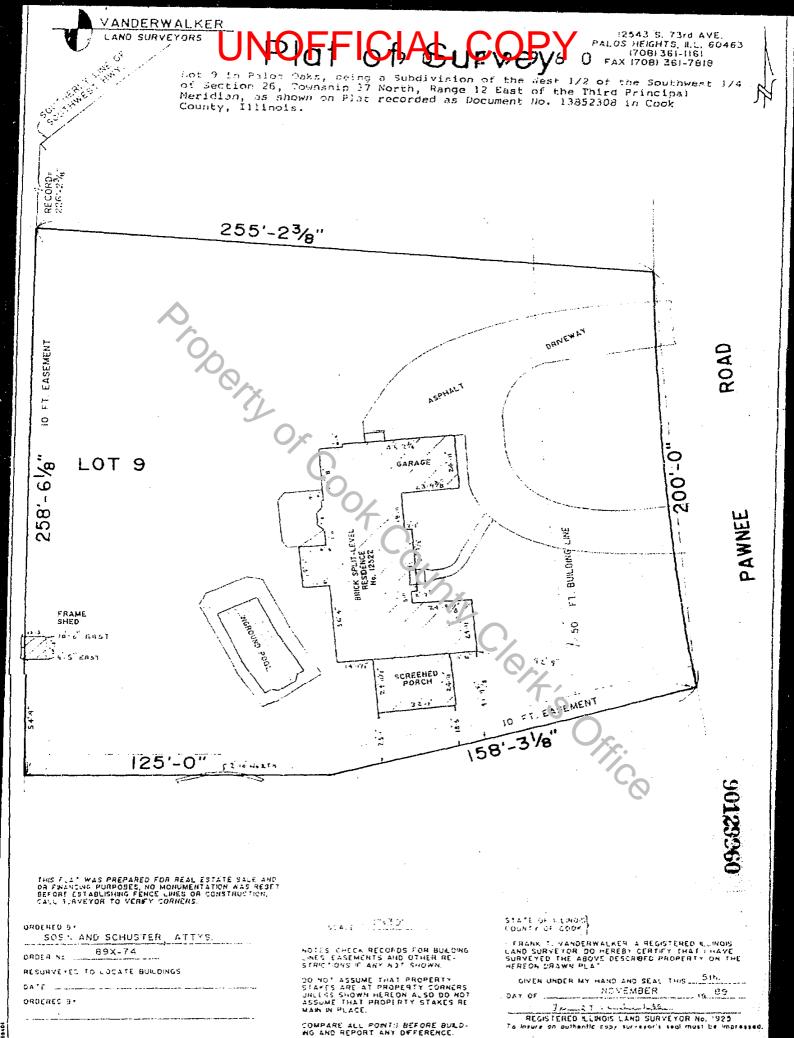


EXHIBIT I

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Cook Could Cook Cook

After recording, please return to stand Silvere ATTORNEY AT LAW 311 S. SIXTH AVE.

LA GRANGE, ILL. 60525

-11 recording 22 Train 8754 93/23/96 11:5 25 + 25 \*-90-1299 35 County recorder

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MAIL TO.

