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LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered at Chicago, Illinois, this 1st day of August, 1991, by and between American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated June 29, 1990 and known as Trust No. 112259-01 (hereinafter referred to as the "Licensor") and Twelve Nine Astor Building Corporation, an Illinois corporation (hereinafter called the "Licensee").

DEPT-01 RECORDING \$21.00  
T#4444 TRAN 2608 08/29/91 10:51:00  
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COOK COUNTY RECORDER

Recitals:

WHEREAS, Licensor is the owner of certain residential real estate commonly known as 1221 North Astor, Chicago, Illinois, and legally described in Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Rosner Parcel"); and

WHEREAS, Licensee is the owner of certain multi-unit residential real estate commonly known as 1209 North Astor, Chicago, Illinois and legally described in Exhibit "B" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Co-op Parcel"); and

WHEREAS, Licensee has requested, and Licensor has agreed to grant to Licensee, certain rights with respect to entry upon the Rosner Parcel as provided herein, in consideration for which Licensee has agreed to undertake certain affirmative duties with respect to the maintenance of the improvements (hereinafter referred to as the "Co-op Building") located upon the Co-op Parcel, which maintenance will inure to the benefit of Licensor; and

WHEREAS, Licensor and Licensee desire to express their understandings with respect to the foregoing in this License Agreement (hereinafter referred to as the "Agreement").

NOW THEREFORE, for and in consideration of the covenants and agreements herein provided, and other good and valuable consideration, the receipt and sufficiency of which is hereby reciprocally acknowledged, IT IS AGREED AS FOLLOWS:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated into the Agreement by this reference and form a part hereof.
2. **Grant of License.** During the term of this Agreement, and subject to Licensee's full and faithful performance of the covenants and undertakings provided herein, Licensor grants to the Licensee, and its agents, employees and contractors, a license to come upon

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Box 340 2/00

that portion of the airspace above the Rosner Parcel that is contiguous with the north wall of the Co-op Building (hereinafter referred to as the "Licensor's Airspace") for the limited purpose of installing temporary scaffolding (hereinafter referred to as the "Equipment") from the north roof line and along the north wall of the Co-op Building, for use in repairing and/or maintaining the north wall of the Co-op Building, upon the following terms and conditions:

(a) the Equipment shall be installed and used not more than once in any eighteen (18) month period, except in the case of a repair which requires immediate attention on an emergency basis;

(b) the intrusion upon the Licensor's Airspace shall be for the shortest possible period reasonably required to perform the necessary repair and/or maintenance;

(c) the Equipment shall be installed and used solely for the purpose of performing necessary repairs and maintenance upon the north wall of the Co-op Building;

(d) Licensor shall be given not less than fourteen (14) days prior written notice of Licensee's intended intrusion into the Licensor's Airspace, except in event of an emergency, in which case reasonable notice shall be given. Such notice shall identify Licensee's contractor(s), and indicate the date and time when the work is to be performed, the scope of the work, and the anticipated duration of the work; and

(e) Licensee and its contractor(s) shall maintain liability insurance satisfactory to Licensor, naming Licensor, and its beneficial owners, as additional insureds with respect to all hazards associated with the use of the Equipment while occupying Licensor's Airspace.

The agents, employees and Contractors of Licensee shall be permitted to come upon the Rosner Parcel for the limited purpose of safely securing the temporary scaffolding being used along the north wall of the Co-op Building in the Rosner Airspace.

3. *Restrictions on Co-op Parcel.* Licensee does hereby agree that during the term of this Agreement, as described in Paragraph 4 below, Licensee shall keep and maintain in good condition, the ivy growing upon the north wall of the Co-op Building, and shall not remove, mutilate, damage or destroy such ivy, nor permit its members, agents, employees or contractors to remove, mutilate, damage or destroy such ivy. Provided, however, notwithstanding the foregoing, it is understood and agreed that Licensee shall be permitted to cut back or remove ivy from the wall, but only to the extent that such removal is reasonably required to complete a necessary repair, it being further understood and agreed that

91447316

Licensee is to make every reasonable effort to complete any repairs in a manner calculated to minimize the amount of ivy damaged or removed in the process.

4. *Duration of Agreement.* The license set forth in this Agreement, shall be in effect for a term of thirty (30) years from the date hereof, after which time such license shall automatically terminate. The restrictions imposed in Paragraph 3 above shall automatically terminate after fifteen (15) years from the date hereof.

5. *Covenants & Restrictions Run With Land.* The covenants conditions and restrictions contained in this Agreement shall be deemed to be covenants and restrictions running with the land, and shall inure to the benefit of, and be binding upon, the parties hereto, and their successors and assigns.

6. *Injunctive Relief.* In the event of any violation or threatened violation by Licensor or Licensee of any of the covenants and restrictions herein contained, the non-violating party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The court costs and the reasonable fees of the attorneys for the prevailing party in any legal proceedings seeking to enforce this Agreement shall be paid by the party against whom judgment is entered in said legal proceedings.

7. *Modification Provisions.* This Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of Licensor and Licensee, and then only by written instrument duly executed and acknowledged by all of the parties hereto, or their respective successors and assigns, and duly recorded in the office of the Recorder of Deeds of Cook County, Illinois.

8. *Not a Public Dedication.* Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Rosner Parcel for any public purposes whatsoever.

9. *Validity and Severance.* If any clause, sentence or other portion of this Agreement shall be held by any court of competent jurisdiction to be illegal, or null and void for any reason, the remaining portion thereof shall be deemed severed and shall remain in full force and effect.

10. *Indemnity.* Licensee shall indemnify, defend and hold Licensor harmless against all claims for injury or death to persons, or damage to or loss of property, arising from or connected with Licensee's use of the Equipment upon the Licensor's Airspace as permitted by this Agreement.

11. *Attorney's Fees.* Licensee agrees to pay the attorney's fees incurred by Licensor in connection with the preparation of

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this Agreement in an amount not to exceed ONE THOUSAND AND 00/100 (\$1,000.00) DOLLARS.

12. **Governing Law.** This Agreement shall be governed under the laws of the State of Illinois.

13. **Construction.** The parties reciprocally acknowledge that this Agreement is entered in compromise of certain disagreements between them regarding Licensee's entitlement to enter upon Licensor's Airspace to complete required repairs, and the parties' respective rights and obligations regarding the maintenance of the ivy. Nothing herein contained shall be construed as an admission against interest by either party with respect to these issues, and upon expiration of the contractual rights and obligations herein provided with respect to the license granted, and the restrictions imposed, both parties shall be free to pursue their respective legal and equitable remedies regarding these issues as if this Agreement had not been entered.

14. **Trustee's Execution.** This Agreement is executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated June 29, 1990 and known as Trust No. 112259-01 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by Licensor are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against American National Bank and Trust Company of Chicago by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

**IN WITNESS WHEREOF**, this Agreement is executed by Licensor and Licensee as of the date first written above.

American National Bank and Trust  
Company of Chicago, not personally  
but as trustee as aforesaid.

ATTEST:

By: Gregory S. Kasprzyk  
Its: Assistant Secretary

By: Janica M. Lutkus  
Its: Vice President

**TRUST OFFICER**

Twelve Nine Astor Building  
Corporation

ATTEST:

By: Mary Ann Jufft  
Its: Secretary

By: [Signature]  
Its: President

THIS DOCUMENT PREPARED BY:

Robert A. Eiden  
Katz, Randall & Weinberg  
200 N. LaSall Street  
Suite 2300  
Chicago, Illinois 60601

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CLERK'S OFFICE

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STATE OF ILLINOIS )  
                          )     SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that the above named ~~Vice President~~ and Assistant Secretary of American National Bank and Trust Company of Chicago, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth; and said Assistant Secretary did then and there acknowledge that the said Assistant Secretary, as custodian of the corporate seal of said Trustee did affix the corporate seal of said Trustee to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this AUG 08 1991 day of July, 1991.



*Anne M. Marchert*  
\_\_\_\_\_  
Notary Public

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STATE OF ILLINOIS )  
                          )     SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HARRY STRASBURG, personally known to me to be the President of Twelve Nine Astor Building Corporation, an Illinois Corporation, and MARY ANN TIFT, personally known by me to be the Secretary of said Corporation, and personally known by me to the the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of such Corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said Corporation as their own free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of August, 1991.



Helen Tom  
Notary Public

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## EXHIBIT "A"

THAT PART OF LOTS 8 AND 9 (TAKEN AS A TRACT) IN BLOCK 9 IN H. O. STONE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DRAWN THROUGH A POINT IN THE NORTH LINE OF SAID TRACT, 72.37 FEET EAST OF THE NORTH WEST CORNER THEREOF TO A POINT IN THE SOUTH LINE OF SAID TRACT, 59.33 FEET EAST OF THE SOUTH WEST CORNER THEREOF, SAID LINE HEREIN REFERRED TO AS LINE "A" ALSO LYING SOUTH OF A LINE DRAWN THROUGH A POINT IN SAID LINE "A" 30.00 FEET SOUTH OF THE NORTH LINE OF SAID TRACT TO A POINT IN THE WESTERLY LINE OF SAID TRACT 30.73 FEET SOUTHERLY OF THE NORTH WEST CORNER THEREOF, ALL IN COOK COUNTY, ILLINOIS.

Property Address: 1221 North Astor  
Chicago, Illinois 60610

Permanent Tax Number: 17-03-113-018-0000

Property of Cook County Clerk's Office

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## *EXHIBIT "B"*

Lots 10, 11, and 12 (except the South 15.88 feet of said Lot 12) in Block 9 in H. O. Stones' Subdivision of Astor's Addition to Chicago, in the North Fractional 1/2 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 1209 North Astor  
Chicago, Illinois 60610

Permanent Tax Number: 17-03-113-003-0000

Property of Cook County Clerk's Office