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LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this 1st of July, 1988, by and between AMERICAN NATIONAL BANK as Trustee under Trust No. 58044 (the "Trust") and Andrew B. David and Celia Y. David, sole beneficiaries of the Trust (collectively, the "Licensor") and AMERICAN NATIONAL BANK as Trustee under Trust No. 105767-00, and 1819 NORTH FREMONT BUILDING PARTNERSHIP, by MICHAEL SILVERSTEIN, General Partner, sole beneficiary of Trust No. 105767-00 ("Silverstein") (collectively, the "Licensee")

American National Bank and Trust Company of Chicago

T24444 TRAN 5137 05/24/91 16:10:00 $20.00
#3756 # D *-91-249729
COOK COUNTY RECORDER

W I T N E S S E T H :

WHEREAS, the Licensor is the legal and beneficial owner of fee simple title to certain real estate commonly known as 1821 N. Fremont Street, Chicago, Illinois; and

WHEREAS, the Licensee is the legal and beneficial owner of fee simple title to certain real estate commonly known as 1819 N. Fremont Street, Chicago, Illinois, the legal description of which is set forth on Exhibit A hereto, which real estate is located adjacent to 1821 N. Fremont Street; and

WHEREAS, there exists a gap located on the property owned by the Licensor between the garage located at 1821 N. Fremont Street and the property line separating 1821 N. Fremont from 1819 N. Fremont as described on Exhibit B (the "Licensed Parcel"); and

WHEREAS, the absence of a fence closing off the Licensed Parcel from the alley behind 1821 N. Fremont and 1819 N. Fremont creates certain mutual hazards for both the Licensor and the Licensee; and

WHEREAS, the Licensor desires to grant to the Licensee and the Licensee desires to obtain from Licensor, a license for purposes of allowing the Licensee to erect and maintain a fence between the garages at 1821 N. Fremont and 1819 N. Fremont, thereby enclosing the Licensed Parcel within the fence surrounding 1819 N. Fremont.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

In consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable consideration, Licensor hereby grants Licensee a license for use of the Licensed Parcel upon all of the terms and conditions set forth in Paragraphs 1 through 8 of this License.

1. Term. The term of this License shall commence as of the date of this License and shall remain in effect until terminated as provided herein. Licensee or Licensor may terminate this Agreement by giving the other party one hundred twenty days' written notice of its intention to terminate.

2. Use. (a) The Licensee shall use the Licensed Parcel for purposes of filling in the Licensed Parcel and for no other purpose; provided, however that Licensee may, at its own expense, install plantings (but not permanent landscaping materials such as built-in planter boxes) on the Licensed Parcel;

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RETURN TO:

ROBERT M. WIGODA
WIGODA & WIGODA
333 W WACKER DR. 25th FLOOR
CHICAGO, IL. 60606

20.00

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Box 430

(b) The Licensee shall select the material to be used and design of the fence to be erected and maintained on the Licensed Parcel, but agrees that the Licensor shall have the right of approval of such material and design, provided such approval is not unreasonably withheld;

(c) The Licensee shall fully comply with all applicable laws, ordinances and governmental regulations;

(d) The Licensee shall bear any and all costs incurred in connection with the use of the Licensed Parcel as herein described and shall maintain the fence in good repair.

(e) Either party may remove the material which shall close off the Licensed Parcel from the alley behind 1821 N. Fremont Street and any plantings or other material located on the Licensed Parcel upon giving the other party fifteen days' written notice. The cost of such removal shall be borne by Licensee.

3. Insurance. The Licensee shall carry full personal injury insurance coverage at its expense. Said coverage shall meet the requirements of the Licensor and shall identify the Licensor as a named insured. Licensee further agrees to hold harmless and indemnify the Licensor, its agents and assigns from and against all loss, claims, expenses and attorney's fees, because of damage to, loss, or destruction of property, including the loss of use thereof, and/or because of personal injury, including death sustained by any person including but not limited to employees of Licensee and including all claims under any Workmen's Compensation Act, arising out of or incident to or occasioned by or occurring during use by any person of the Licensed Parcel.

4. Assignment. This license shall constitute a personal right and privilege of the Licensee. The Licensee shall have the right to assign this License, or any of its rights or privileges hereunder.

5. Notices. All notices, demands and submissions to be made or given pursuant to this License shall be in writing and shall be deemed properly served if delivered by hand, or if mailed, return receipt requested, as follows:

If to Licensor, then to:

Andrew and Celia David
1821 N. Fremont
Chicago, Illinois 60614

and if to Licensee, then to:
Michael Silverstein
1819 North Fremont
Chicago, Illinois 60614

or to such address or addressee as either party may give to the other in writing.

6. Return of Possession. Upon termination of this License, for whatever reason, the Licensee shall yield up immediate possession of the Licensed Parcel to the Licensor as directed by the Licensor, and, if so requested by Licensor, shall remove the fence at Licensee's sole expense.

7. Effect. It is expressly understood and agreed that this License shall constitute a personal right and privilege of

the Licensee to use the Licensed Parcel upon and subject to all the terms, conditions and provisions herein set forth, and that this License shall not create in or convey to the Licensee any interest in the Licensed Parcel whatsoever.

8. Recording. Licensor shall be entitled to record this license against Licensee's property at 1819 N. Fremont; Licensee shall not record this license against Licensor's property at 1821 N. Fremont.

9. Miscellaneous Provisions.

a. The captions of this License are for convenient reference only and shall not control, affect, define, limit or expand the meaning or construction of any paragraph or subparagraph.

b. This License shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the day and date first above written.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

ATTEST:

LICENSOR:

AMERICAN NATIONAL BANK
as Trustee under Trust No. 58044

By: _____ (SEAL)

Andrew B. David

Celia Y. David

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

LICENSEES:

AMERICAN NATIONAL BANK and Trust Company of Chicago
as Trustee under Trust No. 105767-00

By: _____ (SEAL)
Peter Johansen

ATTEST:

Gregory S. Kasprzyk
TRUST OFFICER

1819 NORTH FREMONT BUILDING PARTNERSHIP

BY: _____
Michael Silverstein, General Partner

Prepared by: Celia Y. David, Esq.
Grippo & Elden
227 West Monroe St., Ste. 3600
Chicago, Illinois 60606

9 1 2 4 9 7 1 9

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, THERESA J. WELEGALA, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT ANDREW R. DAVID and CELIA Y. DAVID, of GLENDALE, ILLINOIS personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ANDREW R DAVID and CELIA Y. DAVID, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of said PERSONS for the uses and purposes therein set forth; ~~and the said _____ acknowledged that _____, as custodian of the corporate seal of said _____, did affix said corporate seal to said instrument as _____ own free and voluntary act and as the free and voluntary act of said _____ for said uses and purposes.~~

GIVEN under my hand and notarial seal this 25TH day of April, 19~~88~~ 91.

OFFICIAL SEAL
THERESA J. WELEGALA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 22, 1992

Theresa J. Welegala
Notary Public

My Commission Expires:

JUNE 22, 1992

91249719

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, L. M. SOVIENSKI, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT [redacted] and Anita M. Lutkus, of American National Bank and Trust Company of Chicago personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such [redacted] and ASSISTANT SECRETARY, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of said [redacted] for the uses and purposes therein set forth; and the said [redacted] acknowledged that she, as custodian of the corporate seal of said American National Bank and Trust Company of Chicago, did affix said corporate seal to said instrument as her own free and voluntary act and as the free and voluntary act of said [redacted] for said uses and purposes.

MAY 22 1991

91249719

GIVEN under my hand and notarial seal this _____ day of _____, 1988.

L. M. Sovienski
Notary Public

My Commission Expires:

_____

"OFFICIAL SEAL"
L. M. Sovienski
Notary Public, State of Illinois
My Commission Expires 6/27/92

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

#105 767-00

I, ANNE M. MARCHERT, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Peter Jensen and Gregory S. Kasprzyk, of American National Bank and Trust Company of Chicago personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice President and Trust Officer, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Second Vice President for the uses and purposes therein set forth; and the said Trust Officer acknowledged that Trust Officer, as custodian of the corporate seal of said American National Bank and Trust Company of Chicago, did affix said corporate seal to said instrument as _____ own free and voluntary act and as the free and voluntary act of said Trust Officer for said uses and purposes.

APR 26 1991

GIVEN under my hand and notarial seal this _____ day of _____, 1988.

"OFFICIAL SEAL"
ANNE M. MARCHERT
Notary Public, State of Illinois
My Commission Expires 4/23/94

"OFFICIAL SEAL"
ANNE M. MARCHERT
Notary Public, State of Illinois
My Commission Expires 4/23/94

Anne M. Marchert
Notary Public

My Commission Expires:

_____

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael J. Silverstein, personally known to me to be the General Partner of 1810 NORTH FREMONT BUILDING PARTNERSHIP, and personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/~~she~~ signed, sealed and delivered the said instrument as his/~~her~~ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of July, 1988.

Janette Dindow
Notary Public

My Commission Expires:

November 19, 1988

EXHIBIT A

Lot 44 (except the south 5/10 feet of the East 52 feet therof) in the subdivision of Block 2 in the subdivision of Block 5 in Sheffield's addition to Chicago, in the east 1/2 of the southeast quarter of Section 32, township 40 north, range 14 east of the 3rd principal meridian, in Cook County, Illinois.

Common address: 1819 North Fremont
Chicago, Illinois 60614

P.I.N.: 14-32-413-022, Vol. 493

EXHIBIT B

("LICENSED PARCEL")

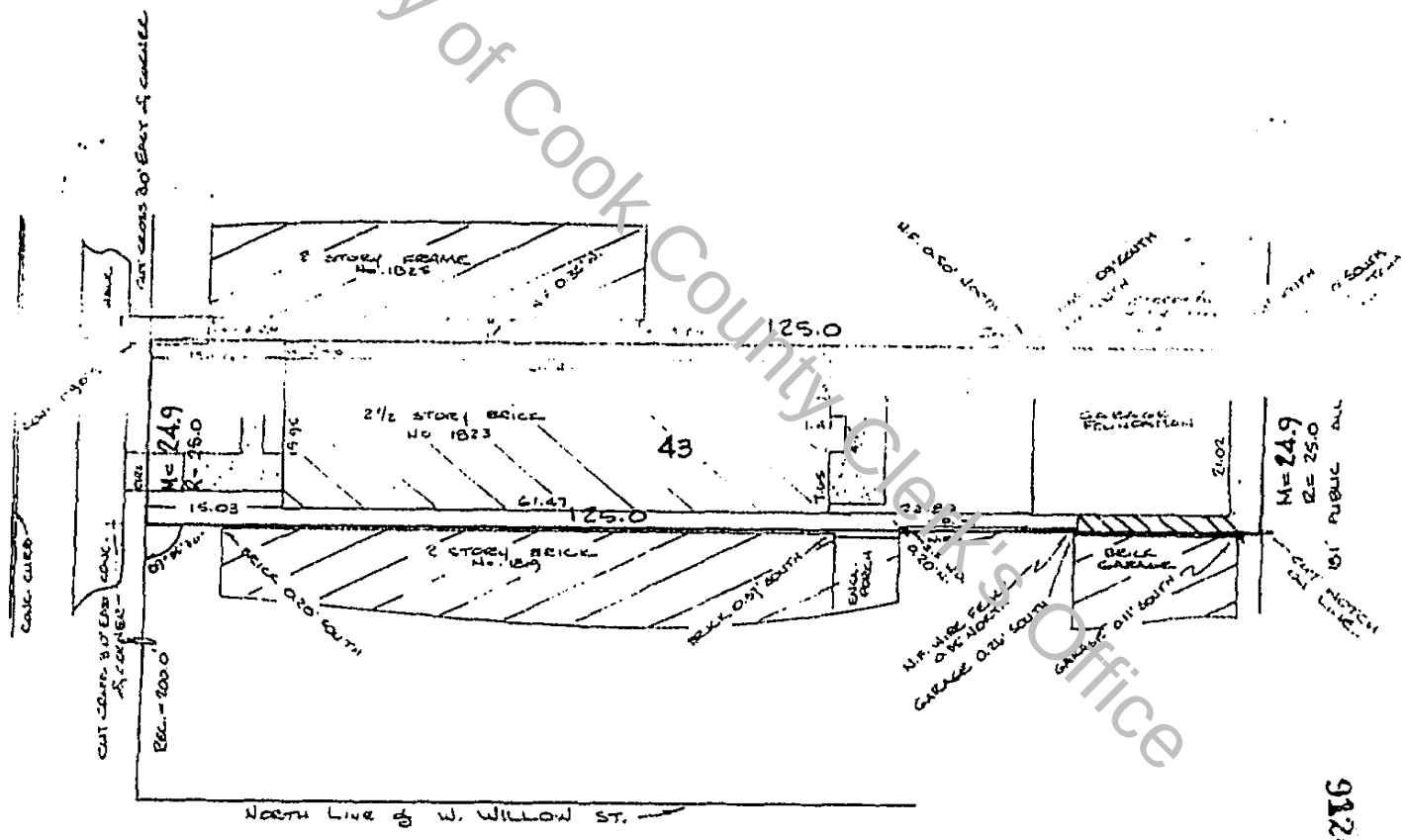
PLAT OF SURVEY

JOHN D. McTIGUE
REGISTERED LAND SURVEYOR
4117 N. McVICKER AVE., CHICAGO, IL. 60634
PHONE: (312) 736-1344

Lot 43 in Block 2, a Subdivision of Block 5 in Sheffield's Addition to Chicago of the East Half of the Southeast Quarter of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 1821 North Fremont
Chicago, Illinois 60614

P.I.N.: 14-32-413-022, Vol. 493



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LEGEND:
FENCE
W.D. = WOOD — C.L. = CHAIN LINK
N.F. = NORTH FACE — S.F. = SOUTH FACE
I.P. = IRON PIPE — I.R. = IRON ROD

SCALE: 1 INCH EQUALS 16 FEET.
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF.

ORDERED BY: Brothers, Inger Structural
DRAWN BY: LK
SURVEYED BY: JDM
ORDER NO.: 83-50

STATE OF ILLINOIS
JOHN D. McTIGUE
2230
REGISTERED LAND SURVEYOR

STATE OF ILLINOIS } S.S.
COUNTY OF COOK }

I, JOHN D. McTIGUE, AN ILLINOIS REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

CHICAGO, ILLINOIS, DATED THIS 25th DAY OF June, A.D. 19 83

BY: John D. McTigue
ILLINOIS REGISTERED LAND SURVEYOR NO. 2230