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THIS LICENSE AGREEMENT is made this company of chicago of under Trust No. 58044 (the "Trust") and Andrew B. David and Celia Y. David, sole beneficiaries of the Trust (and Celia Y. David, and American National Band No. 105767-00 and American National Band National Band Michael Silveborn, and 1819 No. 105767-00 , and 1819 NORTH FREMONT BUILDING PARTNERSHIP, by MICHAEL SILVERSTEIN, General Partner, sole beneficiary of Trust No. 105767-00 ("Silverstein") (collectively, the Ufficensee") is 15767-105724/91 16:10:00 420.7 174444 FRANCE SILVERSTEIN") (COLLECTIVELY, The Ufficensee") is 15767-7249 16:10:00 42756 (DOX 100X) RECORDER

WITNESSETH

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 2321 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 1071 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 erest and maintain a fence between the garages at 1821 N. Fremont and 1819 N. Fremont, thereby enclosing the Licensed Parcel within the Tence surrounding 1819

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.

- The term of this License shall commence Term. 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. <u>Use.</u> (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;

RETURN TO:

ROBERT M. WIGODA 333 W WACKER DR. 25th FLOOR 91249729 CHICAGO, FL. 6୭୧୦୯

Box 430

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(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 F. Fremont Street and any plantings or other material located on the Licensed Parcel upon giving the other party fifteen days' writter rotice. The cost of such removal shall be borne by Licensee.

- 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 nimed insured. Licensee further agrees to hold harmless and indernify 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. <u>Assignment</u>. 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, derands 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. <u>Effect.</u> It is expressly understood and agreed that this License shall constitute a personal right and privilege of

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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.

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.

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.

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

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

This Instrument is executed by the uniterior and Land Transfers, my conscrably but solely as This instrument is described by the unsercipted cand it passed, the potentially asked in it as such this secretion of the purser and materially consisted up to the purser and materially consisted up to the purser and materially consisted up to the purser and materially that and of the purser and of the purser and of the purser and the Trusted and undertwind in eplay in its capte of the Trusted and not per placify. The exampted of AMERICAN NATIONAL BANK liability or process the process in the captable by it is the state of the trusted and the trusted and the trusted in the trus

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AMERICAN NATIONAL BANKEND Trust Company of Chicago

Peter Johanselive

1819 NORTH FREMONT BUILDING PARTNERSHIP

Gregory S. Kasprzyk TRUST OFFICER

Michael Silverstein, General Partner

Celia Y. David, Esq. Prepared by:

Grippo & Elden

227 West Monroe St., Ste. 3600

Chicago, Illinois 60606

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STATE OF ILLINOIS)

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 B. DAVID and CELIA Y. DAVID .
of GLEW COF, TILLINAIS personally known to me to be
the same persons whose names are subscribed to the foregoing
instrument as such AddREW & 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 saidacknowledged that
, as custodian of the corporate seal of said
, did a fix 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
pufposes.
GIVEN under my hand and notarial seal this 2574 day of
OFFICIAL SEAL THERESA J. WELEBALA NOTARY PUBLIC STATE OF ILLINOIS NY COMMISSION EXP. JUNE 22,1992 My Commission Expires:
JUNE 22, 1992

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STATE OF ILLINOIS)
COUNTY OF C O O K)

I,, a Notary Public
in and for and residing in said County and State, DO HEREBY Anita M. Luthus
CERTIFY THAT BY PROBLEM AND and Anita M. Luthus
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 andassistant SECRETARX
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
for the uses and purposes therein set forth;
and the said ASSETARY SECRETARY acknowledged that
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
ASSISTANT SECRETOR
purposes. MAY 22 1991
GIVEN under my hand and notarial seal this day of
, 1988.
In hovensky
Notary Public
My Commission Expires:

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

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STATE OF ILLINOIS)

COUNTY OF C O O K)

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I, ANNE M. MARCHERT	a Notary Publi
in and for and residing in said County and State,	
CERTIFY THAT Propried and Gregory American National Bank and Trust Company of Chicago personally kn	S. Kasprzyk
the same persons whose names are subscribed to the	foregoing
instrument as such Bookd Time President and	at Officer
appeared before me this day in person and acknowled	dged that they
signed and delivered said instrument as their own	
voluntary acts and as the free and voluntary act of	
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and the said acknowledged the	
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purposes.	
	APR 2 6 1991
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STATE OF ILLINOIS) 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 personally known to me to be the General Partner of Michael J. Silverstein 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 100 day of
Chelin	, 1988.
	Constle Dissolow Notary Public
	0/
	My Commission Expires:
	Nevember 19, 1988
	C.O

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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

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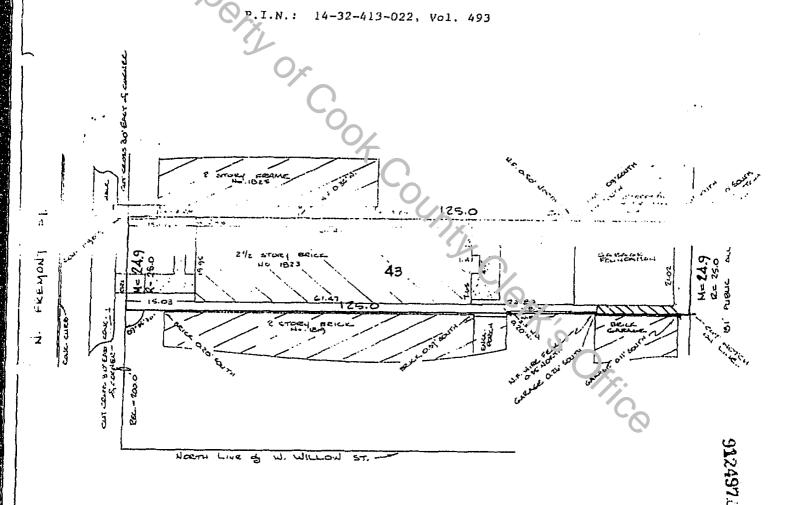
REGISTERED AND SURVEYOR 4117 N. MCVICKER AVE., CHICAGO, IL. 60634

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 Heridian, in Cook County, Illinois.

Common Address: 18 21 North Fremont

Chicago, Illinois 60614

14-32-413-022, Vol. 493



LEGEND: - FENCE

- 1/D.ªWOOD C.L.ª CHAIN LINK
- 1. F. NORTH FACE S.F. = SOUTH FACE
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STATE OF ILLINOIS } S.S.

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

CHICAGO, ILLINOIS BY: ILLINOIS DATED THIS ZET DAY OF

Property of Cook County Clerk's Office