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COOK COUNTY, ILLINOIS

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SIGNAGE LICENSE AGREEMENT

\$18.00

THIS SIGNAGE LICENSE AGREEMENT (this "Agreement") is made and entered into as of the 20th day of June, 1991 by and between VIENNA BEEF LTD., an Illinois corporation (hereinafter referred to as "Licensor"), and GLOBE GLASS AND MIRROR CO., an Illinois corporation (hereinafter referred to as "Licensee").

R E C I T A L S:

WHEREAS, Licensor is the owner of certain real estate and improvements thereon located at northwest corner of Fullerton Avenue and Wolcott Street, Chicago, Illinois and legally described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as "Parcel 1");

WHEREAS, Licensee is the owner of certain real estate and improvements thereon commonly known as 1880 West Fullerton Avenue, Chicago, Illinois; and

WHEREAS, Licensor wishes to grant Licensee a license over, across and on Parcel 1 for the purposes of installing, constructing, maintaining and repairing a sign, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual covenants and agreements herein contained and in order to induce Licensee to enter into and consummate the transaction contemplated by that certain Real Estate Sale Contract of even date herewith by and between Licensor and Licensee with respect to the property commonly known as 1920-22 Fullerton Avenue, Chicago, Illinois, and as additional consideration therefor, the following grants, agreements and covenants are hereby made:

1. Grant of License. Licensor hereby grants to Licensee, its affiliated entities and their respective employees, agents, invitees, successors and assigns, a license over, across and on Parcel 1 (including the improvements from time to time located thereon) for the installation, construction, maintenance and

THIS AGREEMENT PREPARED BY
AND AFTER RECORDING SHOULD BE
RETURNED TO:
STUART P. SHULRUFF, ESQ.
KATTEN MUCHIN & ZAVIS
525 WEST MONROE STREET, SUITE 1600
CHICAGO, ILLINOIS 60661-3963

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BOX 333

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repair of a sign. The size, design and location of the sign shall be subject to the approval of Licensor, which approval shall not be unreasonably withheld or delayed.

2. Construction and Maintenance. In the event Licensee constructs a sign (including the pylon or other supported sign as permitted pursuant to Section 4 below) on Parcel 1, Licensee covenants and agrees to construct and maintain such sign in good condition and repair and in compliance with the requirements of all applicable laws, codes, rules and ordinances. Licensee acknowledges and agrees that Licensor shall have no obligation to maintain the sign. Licensee shall repair any damage to Parcel 1 (including the improvements from time to time constructed thereon) resulting from the installation, construction, maintenance, repair and removal of the sign.

3. Warranties of Title. Licensor represents and warrants that it has good and indefeasible fee simple title to Parcel 1.

4. Term. Subject to the provisions contained herein, the license granted herein shall continue in perpetuity. Either party shall have the right to terminate the license granted herein upon not less than sixty (60) days prior written notice to the other provided, however, in no event shall Licensor have the right to terminate the license granted herein at any time during the initial five (5) year term of that certain Parking License Agreement of even date herewith by and between Licensor and Licensee (the "Parking License") it being agreed that during the initial term of the Parking License, this license shall be irrevocable by Licensor and shall be deemed a license coupled with an interest. In the event the building on which the sign is constructed shall be totally destroyed by fire or other casualty and said building shall be reconstructed or rebuilt, the license granted herein shall continue in full force and effect with respect to the reconstructed or rebuilt building on the same terms and conditions. In the event the building on which the sign is constructed shall be totally destroyed by fire or other casualty and is not reconstructed or rebuilt, Licensee shall have the right to construct on Parcel 1 a pylon or other supported sign, the size, design and location of which shall be subject to the approval of Licensor, such approval not to be unreasonably withheld or delayed. In the event the portion of the building on which the sign is constructed shall be damaged or destroyed, Licensee shall have the right to reconstruct the sign on such portion if restored, or to relocate the sign to another portion of the building reasonably acceptable to Licensor and Licensee or to construct a pylon or other supported sign, subject to the conditions set forth herein.

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07/27/2019

5. Indemnity and Insurance. Licensee agrees to indemnify and hold harmless Licensor from any and all loss, cost, expense or damage suffered or incurred by Licensor as a result of the installation, construction, maintenance, repair and/or removal of the sign except to the extent of any loss, cost, expense or damage suffered or incurred by Licensor as a result of Licensor's negligence or breach of this Agreement. Licensee agrees to maintain such liability insurance as it deems necessary or appropriate in connection with the license granted herein. Licensor shall have the right to approve the amount of said liability insurance, such approval not to be unreasonably withheld or delayed. Licensor shall be named as an additional insured on the liability insurance policy. A certificate of insurance evidencing such insurance coverage shall be delivered to Licensor.

6. Miscellaneous. This Agreement and the license granted herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement (a) shall be construed in accordance with the laws of the State of Illinois, (b) shall be given a reasonable construction so that the intention of the parties to confer a commercially reasonable right of enjoyment on the Licensee is carried out, and (c) may be executed in multiple counterparts. The non-prevailing party in any action to enforce the covenants and obligations of such party shall be obligated to pay reasonable attorney's fees and costs incurred by the prevailing party.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement as of the 20th day of June, 1991.

VIENNA BEEF LTD., an Illinois corporation

By: 

GLOBE GLASS AND MIRROR CO., an Illinois corporation

By: _____

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11/11/2011

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5. Indemnity and Insurance. Licensee agrees to indemnify and hold harmless Licensor from any and all loss, cost, expense or damage suffered or incurred by Licensor as a result of the installation, construction, maintenance, repair and/or removal of the sign except to the extent of any loss, cost, expense or damage suffered or incurred by Licensor as a result of Licensor's negligence or breach of this Agreement. Licensee agrees to maintain such liability insurance as it deems necessary or appropriate in connection with the license granted herein. Licensor shall have the right to approve the amount of said liability insurance, such approval not to be unreasonably withheld or delayed. Licensor shall be named as an additional insured on the liability insurance policy. A certificate of insurance evidencing such insurance coverage shall be delivered to Licensor.

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VIENNA BEEF LTD., an Illinois corporation

By: _____

GLOBE GLASS AND MIRROR CO., an Illinois corporation

By: Joseph Hillman

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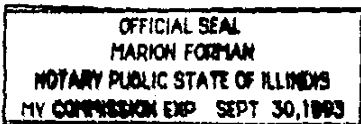
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Marion Forman, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James Eisenberg personally known to me to be the ~~Chairman~~ of VIENNA BEEF LTD., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such ~~Chairman~~ of said corporation, he signed and delivered the said instrument, pursuant to authority given by the Board of said corporation as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this 20TH day of June, 1991.

Marion Forman
Notary Public

My Commission Expires:
9-30-93



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STATE OF ILLINOIS
JANUARY 1992
CLERK OF THE COURT

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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, Conrad Windrat, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Josiah Bellman personally known to me to be the President of GLOBE GLASS AND MIRROR CO. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President of said corporation, he signed and delivered the said instrument, pursuant to authority given by the Board of said corporation as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of June, 1991.

Conrad Windrat
Notary Public

My Commission Expires:

2/28/95

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2025

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EXHIBIT A

Lot 15 in Block 8 in Fullertons Addition to Chicago in the Southeast 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index 14-30-401-001

Common Address

Fullerton Ave. and Wolcott
Chicago, Illinois 60647

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11/20/2011