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-92-115113

CROSS LICENSE AGREEMENT

MADE AND ENTERED February 20, 1992, by and between Norman D. Weaver and Patricia D. Weaver (Licensors) and Gregory D. Fraas and Pamela E. Fraas (Licensees)

512728864w
AK

RECITALS:

a. Licensors are the owners of the following described real estate:

The North 1/2 of Lot 20 in Moureaux's Crest View Addition to Bartlett, being a subdivision in the South 1/2 of the Northwest 1/4 of Section 35, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

("Parcel One")

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COOK COUNTY RECORDER

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b. Licensees are the owners of the following described real estate:

The South 1/2 of Lot 20 in Moureaux's Crest View Addition to Bartlett, being a subdivision in the South 1/2 of the Northwest 1/4 of Section 35, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

("Parcel Two")

06-35-108-114

c. The driveway located on the Licensees' property encroaches approximately 34 feet upon the Licensors' property for a distance of 90 feet (the "Driveway Encroachment"). The removal of the Driveway Encroachment is not necessary for the use of the Licensors' property, and neither party wishes to have the Driveway Encroachment removed.

d. The continued existence of the Driveway Encroachment could, however, ripen into fee simple title or some other interest in the Licensors' property if it is permitted to continue without some sort of License Agreement between the parties.

e. The fence located on the Licensors' property encroaches approximately 3.36 feet upon the Licensees' property for a distance of 45 feet (the "Fence Encroachment").

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injuries or property damage arising out of the use of that portion of the driveway that and assigns, harmless from and against any and all liability arising out of claims for personal indemnity and hold licensees, and each of licensees' heirs, legal representatives, successors themselves and for each of their heirs, successors and assigns, hereby agree to defend for as long as the Driveway Encroachment exists, the licensees for

of the continued existence of the Driveway Encroachment aforesaid. interest in the Licensees' property or any part or portion thereof shall ever arise by reason their heirs, legal representatives, successors and assigns that no fee shall be due or any other It is expressly understood and agreed by the Licensees, for themselves good and safe condition.

safely responsible for repaving and maintaining said Driveway surface and keeping it in a driveway to be rebuilt without eliminating the existing encroachment, but Licensees shall be b. The Licensees understand and agree that they will not cause the described for the life of such driveway.

representatives and assigns, a license to maintain the Driveway Encroachment above follows: Licensees hereby grant to Licensees, their successors, legal and other good and valuable considerations, it is agreed by and between the parties as

GOV, THEREAFTER, in consideration of the mutual promises hereinafter set forth continue without some sort of license Agreement between the parties. into fee simple title or some other interest in the Licensees' property if it is permitted to 1. The continued existence of the Fence Encroachment could, however, upon property, and neither party wishes to have the Fence Encroachment removed

The removal of the Fence Encroachment is not necessary for the use of the Licensees'

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PAUL

~~any of their respective successors or assigns, upon all days within which to the other party~~
~~This Term License Agreement may be terminated by either party at any time~~

contractors, invitees, successors or assigns,
fence, except for any such liability caused by the acts of the Licensees or any of their agents,
encroaching fence and the use of that portion of Parcel Two lying North of the encroaching
out of claims for personal injuries or property damage arising out of the condition of the
representatives, successors and assigns, harmless from and against any and all liability arising
hereby agree to defend, indemnify and hold Licensees, and each of Licensees' heirs, legal
for themselves and for each of their heirs, legal representatives, successors and assigns
d. For as long as the Fence Encroachment exists, each of the Licensees,

of the continued existence of the Fence Encroachment aforesaid.
interest in the Licensees' property or any part or portion thereof shall ever arise by reason
their successors, legal representatives and assigns that no fee simple title or any other
e. It is expressly understood and agreed by the Licensees, for themselves,

grass on that portion of Parcel Two lying North of the encroaching fence.
solely responsible for repairing and maintaining said encroaching fence and for mowing the
to be rebuilt without eliminating the existing encroachment, but said Licensees shall be
b. The Licensees understand and agree that they will not cause the fence

for the life of such fence.
representatives and assigns, a Licensee to maintain the Fence Encroachment above described
7. a. Licensees hereby grant to Licensees, their successors, legal
of the Licensees or any of their agents, contractors, invitees, successors or assigns.

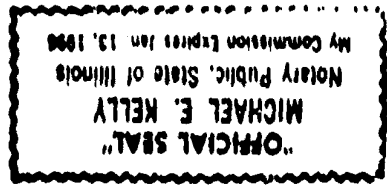
encroaches upon Parcel One, except for any such liability caused by the acts or omissions

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I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Norman D. Weaver and Patricia D. Weaver, his wife, 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.

State of Illinois, County of DuPage, ss:

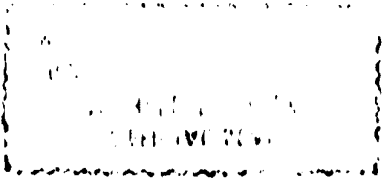
Norman D. Weaver
Patricia D. Weaver
Gregory D. Franks
Doreen J. Franks
Doreen J. Franks

~~Interests in the instrument and the license shall promptly terminate the license the execution of~~
~~paragraphs hereof shall terminate in full force and effect with the five year term of the~~
~~instrument, and the provisions of paragraph 2d hereof shall remain in full force and effect~~
~~until the license termination is removed. Each party hereto and any of their respective~~
~~heirs, legal representatives, successors and assigns, may request that the other party hereto~~
~~or that party's heirs, legal representatives, successors or assigns, or any of them, execute this~~
~~Agreement or a separate document agreeing to be bound by the provisions of paragraphs~~
~~1d and 2d hereof. In the event of failure of a party or successor or~~
~~assign to sign such an agreement, that license may be terminated upon~~
~~30 days written notice.~~

Handwritten notes and signatures on the right margin, including "30 days written notice" and several illegible signatures.

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Washington, IL 60085

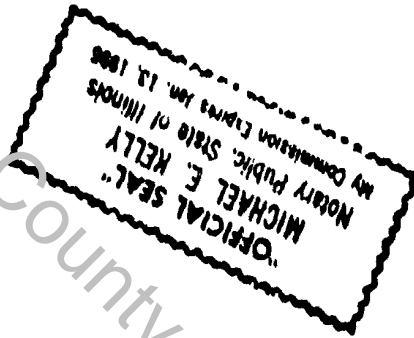
29 N. Geneva

mail to Ron G. Libert



This document was prepared by Attorney Bryan Mraz 111 E. Irving Rd. Roselle, IL 60172

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Notary Public

[Handwritten Signature]

Given under my hand and official seal, this 20 day of Feb, 1992.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gregory D. Fraus and Pamela J. Fraus, his wife, 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.

State of Illinois, County of DuPage, ss:

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