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94822671

THIS DOCUMENT HAS BEEN
PREPARED BY, AND AFTER
RECORDATION SHOULD BE
RETURNED TO:

Arnstein & Lehr
120 South Riverside Plaza
Suite 1200
Chicago, Illinois 60606
Attention: Michael C. Kim

Property of Cook County Clerk's Office

. DEPT-01 RECORDING \$43.00
. T#6666 TRAN 7692 09/21/94 10:20:00
. #8970 LC *-94-822671
. COOK COUNTY RECORDER

94822671

C/DMB/RECORD



Handwritten signature or initials, possibly "H/200".

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MAINTENANCE AND LICENSE AGREEMENT

This Agreement is being made as of this 18th day of April, 1994 by and between Richard and Mary Payne (the "Owner"), the owners of Unit #2409 (the "Unit") in the Streeterville Center Condominium and the Streeterville Center Condominium Association (the "Association").

WHEREAS, the Owner is desirous of having a supplemental air conditioning system (the "Air Conditioning System") installed for his and the Unit's benefit and is willing to accept responsibility therefor; and

WHEREAS, the Association is agreeable to allow the installation of the Air Conditioning System under the conditions set forth below;

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties agree as follows;

1. The Recitals to this Agreement are fully incorporated herein.
2. The Association shall arrange and pay for the installation of the Air Conditioning System as described in that certain contract dated April 20, 1994 by Complete Temperature Systems, Inc., that certain letter dated March 10, 1994 and that certain proposal dated November 19, 1993 (copies of which are attached hereto as Exhibit A). Owner agrees that the Association makes no warranty (express or implied) whatsoever as to the Air Conditioning System, but instead Owner shall make any warranty claims solely to the equipment manufacturer(s) and installer, as may be applicable.

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3a. Except as otherwise described in paragraph 3.b. below, Owner accepts responsibility for the maintenance, repair, replacement, alteration, modification, improvement, relocation, removal and insurance of the Air Conditioning System, including that part of the Air Conditioning System on the roof of Streeterville Center Condominium. If any portion of the Air Conditioning System (other than air conditioning supply lines) is or will be situated on the Condominium Common Elements, Owner understands and agrees that the Association shall not be deemed to be a custodian or bailee of such portion of the Air Conditioning System. If the Air Conditioning is to be relocated temporarily or permanently because of building code or other statutory or governmental requirements or because of the necessity or reasonable convenience of the Association's operations, then Owner shall be fully and solely responsible for all costs associated with relocating the Air Conditioning System. If the Air Conditioning System must be permanently removed because of statutory or governmental requirements, Owner shall be fully and solely responsible for all costs associated with such removal, and the Association shall not be liable to Owner for any loss of use or investment or on any other basis. Except as otherwise described in paragraph 3.b. below, Owner also shall be liable and responsible to the Association for any damage caused to the Condominium Common Elements by the Air Conditioning System or by the installation of the Air Conditioning System.

3b. The Association shall be responsible for the maintenance, repair, and replacement of the portions of the air conditioning supply lines within or along the Condominium Common Elements and for any damage caused by those supply lines located within the Condominium Common Elements. Owner shall be responsible for the maintenance, repair, and replacement of the air conditioning supply lines elsewhere in or on the Streeterville Center Condominium premises and for any damage caused by the supply lines in those areas and within their Unit.

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4. If the Owner fails to fulfill any of his obligations under this Agreement, the Association shall have the power but not the obligation to cause the necessary work to be done on behalf of the Owner, in which event the Owner shall be responsible for all the Association's expenses (including but not limited to attorney's fees) related to that work.

5. If either party commences legal proceedings to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its attorney's fees and court costs from the losing party.

6. The Air Conditioning System is and shall remain a part of the unit and shall not be deemed a part of the Condominium Common Elements, regardless of whether any or all portions of the Air Conditioning System are attached or affixed to any portion of the Condominium Common Elements. If any portion of the Air Conditioning System is situated on the Condominium Common Elements pursuant to this Agreement, then Owner is hereby granted a license for that purpose so long as this Agreement is in effect and the Owner is not in default of any term of this Agreement.

7. This Agreement is a covenant running with the land (in particular, the Unit) and any monetary obligation of the Owner to the Association with respect thereto shall be a lien against the Unit until satisfied.

8. This Agreement represents the full and complete understanding of the parties; shall be governed by Illinois law; may be altered only by a written recorded instrument executed by both parties; and shall be recorded against the Unit (legally described in Exhibit B hereto) with the Cook County Recorder of Deeds. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement or the circumstances to which the provision is enforceable shall continue in effect.

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9. In making this Agreement, the Board of Directors is acting only as agents for the unit owners and shall have no personal liability hereunder (except as unit owners) and each unit owner's liability hereunder (excepting the Owner's individual liability hereunder) shall be limited to such proportion of the total liability hereunder as his percentage of interest in the Condominium Common Elements bears to the total percentage interest of all unit owners in the Condominium Common Elements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

STREETERVILLE CENTER
CONDOMINIUM ASSOCIATION

By: 

Its President

Attest: 

Its Secretary

OWNER(S) OF UNIT #2409



Printed Name: Richard Payne



Printed Name: Mary Payne

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on this 20th day of June, 1994 by Richard E. Jennings, President of the Streeterville Center Condominium Association and Robert Biesiada, Secretary of said Association, on behalf of said Association.

Donna M. Apple
Notary Public

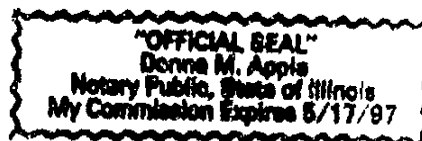


This Instrument was acknowledged before me on this 5 day of

June, 1994 by Richard Payne & Mary Payne
(Unit Owner(s))

Donna M. Apple
Notary Public

[SEAL]



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JAMES M. COOPER
County Public Administrator
Cook County, Illinois
Administration Building
Chicago, Illinois

OFFICIAL SEAL
JAMES M. COOPER
County Public Administrator
Cook County, Illinois
Administration Building
Chicago, Illinois

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- EXHIBIT A
- Complete Temperature Systems, Inc.
Contract dated April 20, 1994
 - Letter Dated March 10, 1994
 - Complete Temperature Systems, Inc.
Proposal dated November 19, 1993
- EXHIBIT B
- Legal Description of Unit 2409

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COMPLETE TEMPERATURE SYSTEMS, INC.

Heating • Air Conditioning • Piping

9824 S. Industrial Drive Bridgview, IL. 60455

430-5890

PROPOSAL SUBMITTED TO STREETERVILLE CENTER	PHONE	DATE April 20, 1994
STREET 233 E Erie	JOB NAME PAYNE / BRAGGO	
CITY, STATE AND ZIP CODE Chicago, Illinois 60611	JOB LOCATION APT. 2409 - 233 E. ERIC	
ATTN: Mr. Diane Gutterman	Chicago, IL 60611	JOB PHONE

- Furnish and install (1) Carrier or equivalent 2 1/2 ton vertical Fan coil, (1) 2 1/2 ton condensing unit.
- Furnish and install all necessary refrigeration piping, power wiring, control wiring, drain piping and sheetmetal as outlined in our letters dated 11-19-1993 and 3-10-1994.
- Provide start-up and one year warranty service.

Not Included

- Roof patching other than roof cement.
- Patching and painting of ceiling. (If required).
- Permits or fees.
- Overtime.

34827873

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Six thousand four hundred thirty seven ----- dollars (\$ 6,437.00).

Payment to be made as follows:

Net thirty days upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Robert Forst
Robert Forst

Note: This proposal may be withdrawn by us if not accepted within -30- days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Diane Gutterman

Signature

Date of Acceptance:

4/27/94

EXHIBIT A - PAGE 2
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Heating • Air Conditioning • Temperature Control Specialists

COMPLETE TEMPERATURE SYSTEMS INC.

9824 E. Industrial Drive • Bridgeview, Illinois 60455

(708) 430-5890 Fax (708) 430-5908

March 10, 1994

Streeterville Center
233 E. Erie
Chicago, Illinois 60611

Attn: Diane Gutterman

Re: C.T.S. quote dated November 19, 1993
Studio Unit 09

Ms. Gutterman:

In accordance with your request we reviewed the possibility of connecting the proposed roof top condensing unit to the metered panel in unit 09.

We propose to:

1. Change breaker and up date panels as required.
2. Extend properly sized wiring from electrical panel in Unit 09 to condensing unit on roof.
3. Extend duct work from new A/C unit thru drop ceiling space and connect to new ceiling diffuser in bedroom.

NOTE: We will attempt not to cut ceiling other than to install diffuser; however, if we must cut opening in ceiling, patching and decorating by others.

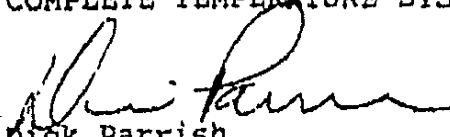
Original quote	\$5,400.00
This add	<u>1,037.00</u>
	\$6,437.00

All other terms and conditions of our original proposal to remain.

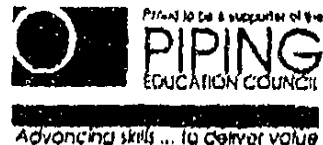
Sincerely,

COMPLETE TEMPERATURE SYSTEMS, INC.

94823671


Dick Parrish
General Manager

DP/nb



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Heating • Air Conditioning • Temperature Control Specialists

COMPLETE TEMPERATURE SYSTEMS INC.

9824 S. Industrial Drive • Bridgeview, Illinois 60455

(708) 430-5890 Fax (708) 430-5908

November 19, 1993

Streoterville Center
233 E. Erie
Chicago, Illinois 60611

Attn: Tom Gibbons

Re: Apt. 25th floor

Mr. Gibbons:

We propose to furnish and install an air conditioning unit in referenced apartment as discussed.

The work would consist of:

1. Installing one Carrier, Model FB4ANF030, vertical fan coil unit in the closet area with supply and return grill.
2. Install one Carrier, Model 38TG024-3, condensing unit on the roof.
3. Extend refrigeration piping from the fan coil unit to the condensing unit on the roof.
4. Core holes thru the equipment room and roof as required.
5. Extend electrical power wiring from the existing panel in the boiler room to the condensing unit on the roof and fan coil unit.
6. Install thermostat and wiring to control both units.
7. Install grills in the wall of the closet for both return air and supply.
8. Evacuate the refrigeration system, charge with freon and start up system.
9. Insulate suction line with $\frac{1}{2}$ " thick armafex insulation.
10. Patch roof opening with roofing cement. (Any special roofing repairs by others.)

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Advancing skills ... to deliver value

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Streeterville Center
Attn: Tom Gibbons
November 19, 1993
Page Two

11. Install condensate pump and extend condensate discharge piping to nearest floor drain in equipment room.

Total investment \$5,400.00

Clarifications:

1. All work to be performed during normal working hours.
2. Closet area and immediate work area to be clear of all clothes, furnishings, etc.
3. We may have to extend the refrigeration horizontal to a proper place to penetrate the equipment room floor. Any patching or decorating of the apartment ceiling by others.
4. Permits or fees not included.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

COMPLETE TEMPERATURE SYSTEMS, INC.


Dick Parrish
General Manager

DP/nb

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CTS

EXHIBIT B
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PARCEL 1: UNIT NUMBER 2409 IN THE STREETERVILLE CENTER CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: ALL OF THE PROPERTY AND SPACE LYING ABOVE AND EXTENDING UPWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 119.30 FEET ABOVE CHICAGO CITY DATUM (AND WHICH IS ALSO THE LOWER SURFACE OF THE FLOOR SLAB OF THE NINTH FLOOR, IN THE 26 STORY BUILDING SITUATED ON THE PARCEL OF LAND HEREINAFTER DESCRIBED) AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF A PARCEL OF LAND COMPRISED OF LOTS 20 TO 24 AND LOT 25 (EXCEPT THAT PART OF LOT 25 LYING WEST OF THE CENTER OF THE PARTY WALL OF THE BUILDING NOW STANDING THE DIVIDING LINE BETWEEN LOTS 25 AND 26), TOGETHER WITH THE PROPERTY AND SPACE LYING BELOW SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 119.30 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 118.13 FEET ABOVE CHICAGO CITY DATUM (AND WHICH PLANE COINCIDES WITH THE LOWEST SURFACE OF THE ROOF SLAB OF THE 8 STORY BUILDING SITUATED ON SAID PARCEL OF LAND) AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF THE SOUTH 17.96 FEET OF AFORESAID PARCEL OF LAND, ALL IN THE SUBDIVISION OF THE WEST 394 FEET OF BLOCK 32, (EXCEPT THE EAST 14 FEET OF THE NORTH 80 FEET THEREOF), IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 26017897 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF LOT 25 OF THE RIGHT TO MAINTAIN PARTY WALL AS ESTABLISHED BY AGREEMENT BETWEEN EDWIN B. SHELDON AND WATSON OWSLEY RECORDED AUGUST 11, 1892 AS DOCUMENT 1715549 ON THAT PART OF LOTS 25 AND 26 IN KINZIE'S ADDITION AFORESAID OCCUPIED BY THE WEST 1/2 OF THE PARTY WALL, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED OCTOBER 1, 1981 AND RECORDED OCTOBER 2, 1981 AS DOCUMENT 26017894 AND AS CREATED BY DEED RECORDED AS DOCUMENT 26017895.

P.I.N. Number - 17-10-203-027-1159

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