

LIGHT WELL LICENSE AGREEMENT

This License Agreement (the "Amended Agreement") is made and entered into this 10th day of June, 1996, by and between 199 Corp., an Illinois corporation ("Licensor"), and the undersigned sublessee of Apartment 5E at 199 East Lake Shore Drive, Chicago, Illinois ("Licensee");

WITNESSETH:

. DEPT-01 RECORDING \$59.00  
. T#0012 TRAN 3093 11/15/96 14:39:00  
. #7542 ÷ CG \*-96-873422  
. COOK COUNTY RECORDER  
. DEPT-10 PENALTY

WHEREAS:

A. A Proprietary Sublease (the "Sublease") has been entered into by and between Licensor as sublessor and Licensee as sublessee, subleasing Apartment 5E ("Apartment 5E") of the premises commonly known as 199 East Lake Shore Drive, Chicago, Illinois (the "Premises") a memorandum of which has heretofore been recorded with the Recorder of Deeds of Cook County, Illinois;

\$56.00  
5/11/96  
5/16/96  
PEN

B. Pursuant to the Sublease, the Board of Directors of Licensor (hereinafter sometimes referred to as the "Board") has the power to allow a sublessee of an apartment to make exclusive special use of common areas of the Premises;

C. Licensee, as the sublessee of Apartment 5E, originally requested that the Board authorize Licensee to make an exclusive special use of a portion of the light well in the Premises (the "Light Well") for the purpose of creating a foyer with a raised ceiling in Apartment 5E;

D. Licensor granted Licensee a license pursuant to a Light Well License Agreement dated September 15, 1993 in accordance with paragraph C above ("Original License"); and

E. Because certain problems arose based on conflicting proposed uses of the Light Well areas, Licensor and Licensee agreed, pursuant to an agreement dated the same date as this License, to amend and restate the Original License in its entirety and agreed that all of their respective rights, duties and claims with respect to the Light Well space are set forth herein.

NOW, THEREFORE, in consideration of the recitals made above and of the covenants and agreements contained herein, the parties covenant and agree as follows:

1. Subject to the terms and conditions of this License Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a license to alter a portion of the Light Well appurtenant to the Premises ("License Area") in accordance with the plans and specifications attached hereto as Exhibit A to serve Apartment 5E for so long as this Agreement remains in effect. The plans and specifications attached hereto as Exhibit A consist of: (i) that certain Demolition Plan prepared by Wheeler Kearns Architects (the "Architects") (Job No. 95018 Drawing No. AO) and

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Floor Plan prepared by the Architects (Job No. 95018, dated August 10, 1995, Drawing No. A1); (ii) that certain Drawing dated February 8, 1996, Job No. 95018, ASK No. 3 (prepared by Wheeler Kearns) labeled "Section Thru Light Well Looking North" (the "Cross-Sectional Drawing"); and (iii) the plans and specifications dated January 15, 1996, for job 96-3014 and marked ASK nos. 1A through 1E prepared by Getty, White & Mason, engineers.

2. All work in relation to the alteration of the Light Well by Licensee will be performed in a good and workmanlike manner, in accordance with all applicable building codes and by a licensed contractor or contractors. Payment for this work will be made in a manner reasonably satisfactory to Licensor, as set forth in this Amended Agreement.

3. Licensee shall maintain the License Area and shall use the License Area in accordance with the Sublease and all applicable rules and regulations governing the Premises.

4. The license granted herein shall terminate, immediately and without notice to Licensee, upon the first to occur of the following events:

- (a) failure of Licensee to comply with any provision of this Agreement, which failure remains uncured thirty (30) days after written notice thereof is delivered to Licensee in accordance with §47(c) of the Sublease, provided, however, if such failure, by its nature, cannot be cured within said thirty day period, then Licensee shall not be deemed to be in default so long as Licensee commences said cure within such thirty (30) day period and diligently pursues such cure to completion;
- (b) the City of Chicago, pursuant to its authority to do so, orders the restoration of the License Area of the Light Well to its original use and condition.

Within sixty (60) days after termination of this license, Licensee shall restore the License Area to its condition before its modification pursuant to this License, ordinary wear and tear excepted.

5. It is expressly understood and agreed that Licensee shall not be obligated to pay any licensee fee or additional common expense assessments to Licensor by reason of Licensee's use of the License Area.

6. This License Agreement may be assigned by Licensee only to a subsequent sublessee of apartment 5E who undertakes in writing to assume the obligations and duties of Licensee hereunder and to otherwise be bound by all of the terms and conditions of this License Agreement. This License Agreement may also be assigned,

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pledged, hypothecated and, to the extent the interest therein may be mortgaged, mortgaged in accordance with § 3 of the Sublease. Subject to the preceding conditions, this License Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

7. Licensee agrees to perform all construction in a good and workmanlike manner and in accordance with § 16 of the Sublease and the house rules governing the Premises, and to repair and replace any damage caused by the modification of the License Area. Licensor has provided to Licensee a photocopy of that certain License Agreement dated as of May 24, 1995 by and between Licensor and the sublessee of Licensor granted said sublessee a license to alter portions of the License Area for the purpose of installing therein mechanical duct work. (A photocopy of the mechanical duct work so installed in a portion of the Light Well adjacent to Apartment 6E is shown on the photograph attached hereto as part of Exhibit A (the "Existing Duct Work"). A drawing depicting the Existing Duct Work as viewed from above said Existing Duct Work is attached hereto as part of Exhibit A. Licensor and Licensee acknowledge that access to the Existing Duct Work may from time to time be required for purposes of maintenance, repair and/or replacement. Accordingly, Licensee shall install fire-rated construction as shown on the Cross-Sectional Drawing, which fire-rated construction shall include a floor below the Existing Duct Work shown on the Cross-Sectional Drawing for the purpose of providing a floor in order that both the sides and top of the Existing Duct Work may be accessed for said maintenance, repair and/or replacement by means of a work floor area, ingress and egress to the Existing Duct Work to be further accomplished by entry to the Light Well through that certain window on the seventh floor of the Premises located on the west wall of the Light Well, which window is not a part of any of the apartments on the seventh floor of the Premises and is available by means of the back service hall on said seventh floor of the Premises on the drawing included in Exhibit A.

8. Licensee hereby acknowledges and agrees that in the event that Licensee fails to restore the License Area upon termination of this License Agreement, Licensor's remedies at law will be inadequate and Licensor shall be entitled to obtain an order of court requiring specific performance of Licensee's obligation to restore the License Area and to collect from Licensee all costs and expenses (including reasonable attorneys' fees and expenses and court costs) incurred by Licensor in connection therewith.

9. Licensee agrees to indemnify and hold harmless Licensor and its shareholders, officers and directors from and against any and all claims or loss, including reasonable attorneys' fees and expenses and court costs, which may be due to Licensee's use or exercise of the License granted herein, provided however, that the aforesaid indemnity shall not apply to any injury, claims, or loss

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arising out of the gross negligence of Licensor, its shareholders, officers, and directors.

IN WITNESS WHEREOF, the parties have cause this License Agreement to be duly executed as of the day and year first above written. For Trustee's Exoneration, see attached rider which is expressly incorporated herein and made a part hereof.

LICENSOR:

199 CORP.,  
an Illinois corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

LICENSEE:

LA SALLE NATIONAL TRUST, N.A.,  
AS TRUSTEE UNDER TRUST  
AGREEMENT DATED JUNE 1, 1995  
AND KNOWN AS TRUST NO. 119549.  
and not personally

By: \_\_\_\_\_

SR. VICE PRESIDENT

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## TRUSTEE'S EXONERATION

This instrument is executed by LaSALLE NATIONAL TRUST, N.A., not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSALLE NATIONAL TRUST, N.A. are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSALLE NATIONAL TRUST, N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

It is further agreed by the parties hereto that whenever and wherever the provisions of this Agreement contains any reference to the right of the party to be indemnified, saved harmless, or reimbursed by Land Trustee for any costs, claims, loss, fines, penalties, damage or expenses of any nature, including without limitation, Attorney's Fees, arising in any way out of the execution of this instrument or the relationship of the parties under this instrument, then such obligation, if any, shall be construed to be only a right of reimbursement in favor of a party out of the trust estate held under Trust No. 119549, from time to time, so far as the same may reach; and in no case shall any claim of liability or right of reimbursement be asserted against LaSalle National Trust, N.A., successor trustee to LaSalle National Bank individually, all such personal liability, if any, being hereby expressly waived; and this agreement shall extend to and inure for the benefit of the parties hereto, their respective successors and assigns and all parties claiming by, through and under them. In event of conflict between the terms of this rider and of the Agreement to which it is attached, or any question of apparent or claimed liability or obligation resting upon the said Trustee, the Exculpatory Provisions of the rider shall be controlling.

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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) ss.

I, [Signature], a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT John A. Buck, the President of 199 Corp., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own 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 10th day of June, 1996.

My Commission Expires: [Signature]  
PATRICIA HENNINGAN  
Notary Public  
My Commission Expires: \_\_\_\_\_

[Signature]  
Notary Public

PATRICIA HENNINGAN  
Notary Public  
My Commission Expires: \_\_\_\_\_

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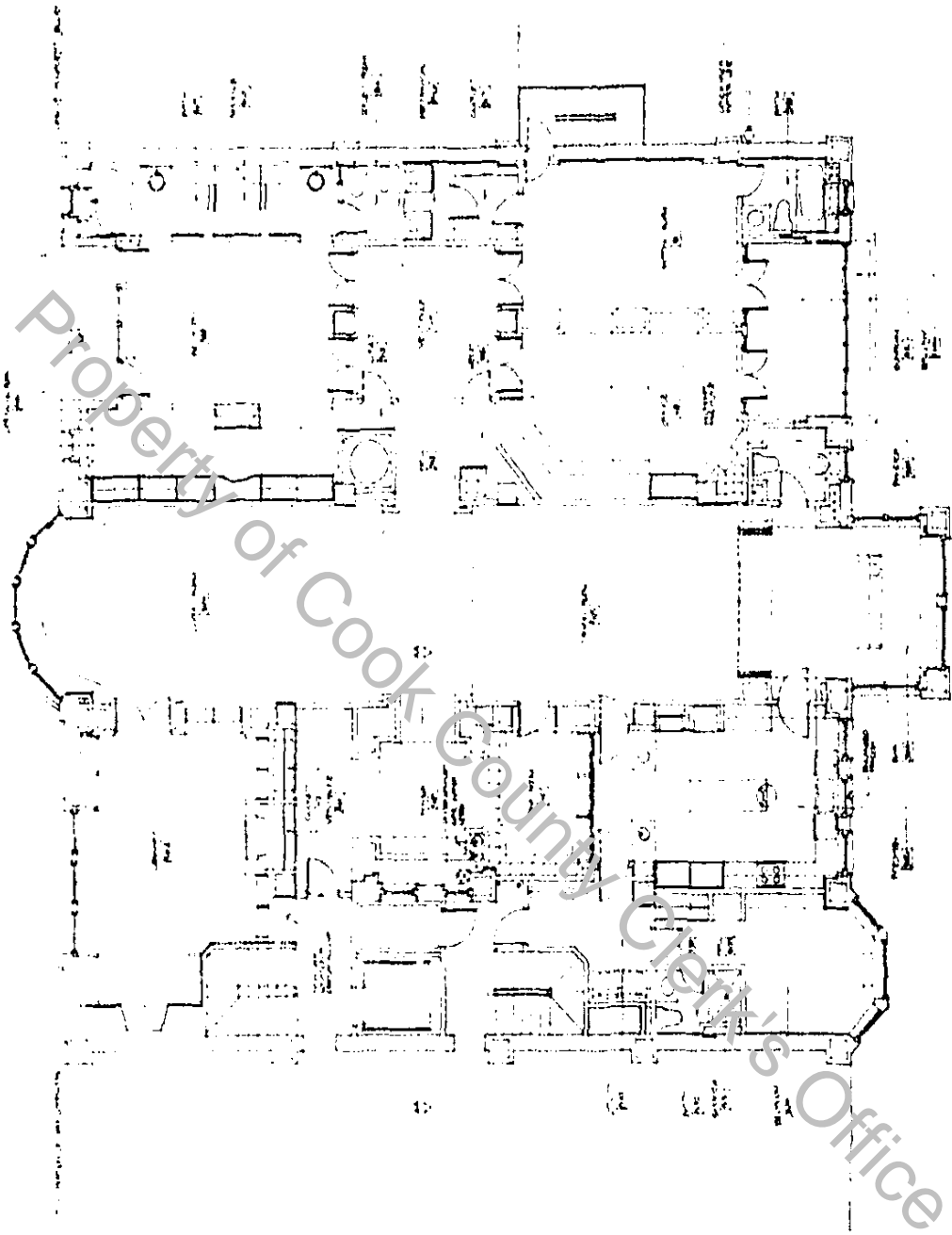
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WHEELER DEANES  
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R. S. M. I. S. C. I. S.  
817 South Dearborn Street  
Chicago, Illinois 60605  
Telephone 412-6114-2187  
Facsimile 412-6114-3188

FLOOR PLAN



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Ⓢ ELOOR PLAN

Ⓢ SECTION AA at Luthwell Indu

Exhibit A  
P 1 of 11

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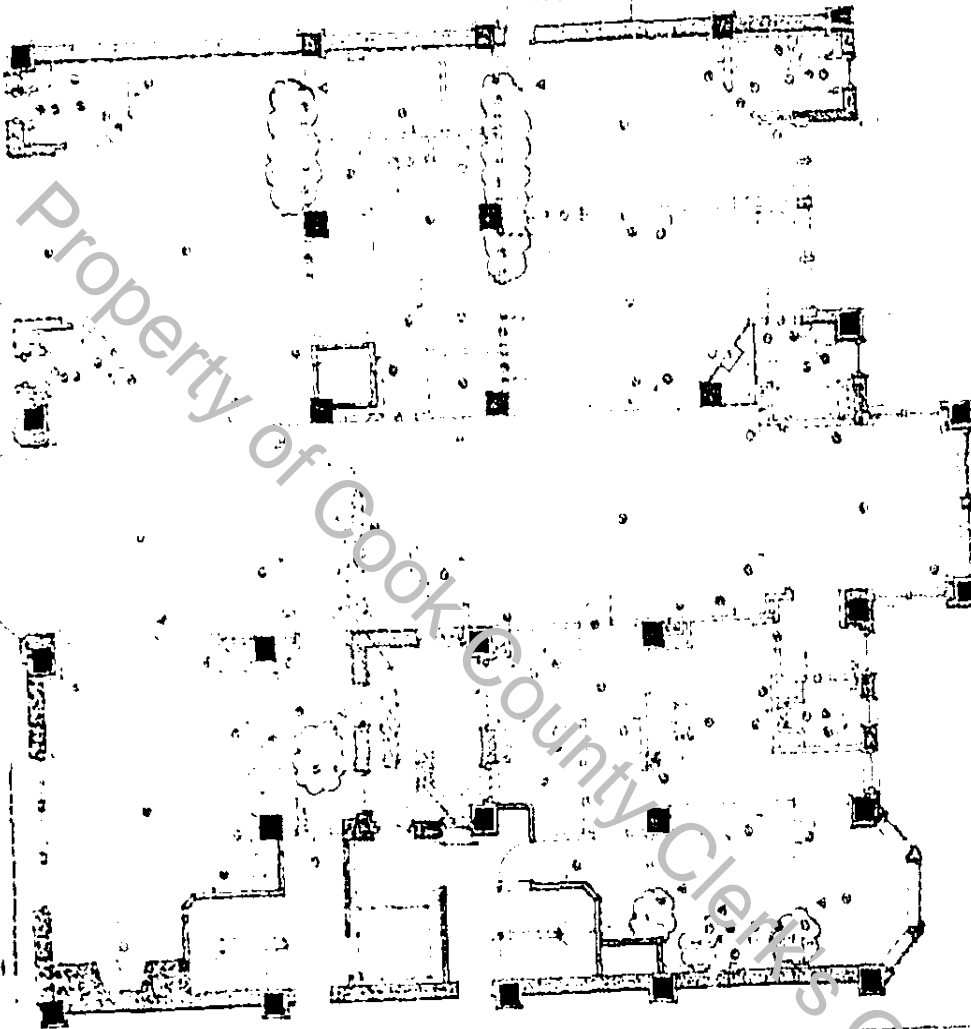
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Planner Residence  
1000 North Dearborn Street  
Chicago, Illinois 60610

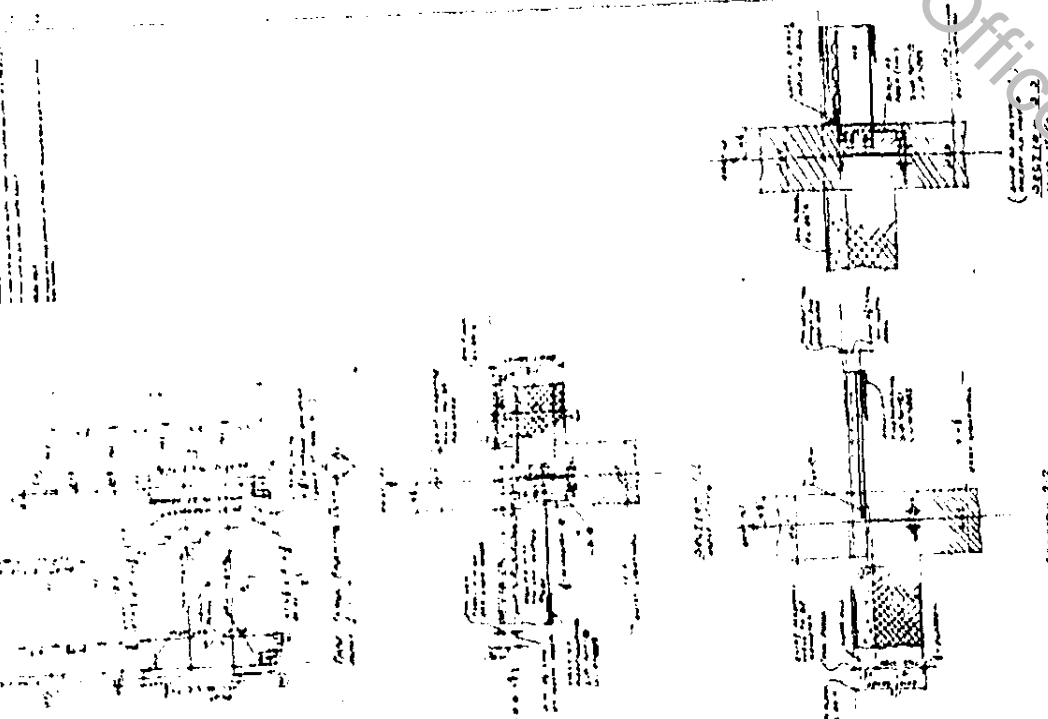
DEMOLITION PLAN

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EXHIBIT A  
Page 2 of 11



FLOOR PLAN - DEMOLITION



LIGHTWELL INFILL STRUCTURAL INFORMATION

STRUCTURAL DETAILS BY: ARDENT  
CITY OF CHICAGO - DEMOLITION PROGRAM  
1000 NORTH DEARBORN STREET

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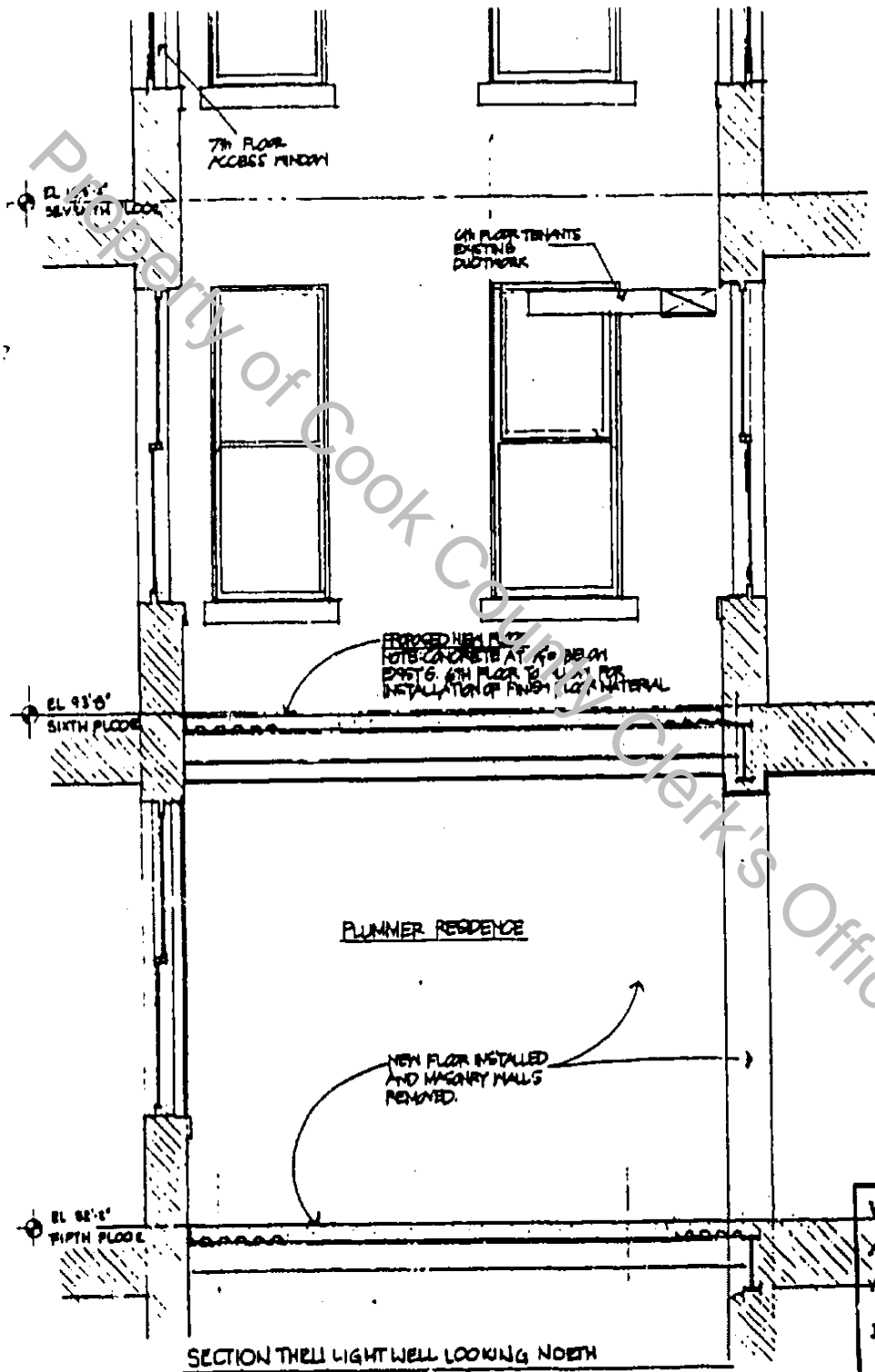
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EXHIBIT A

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WHEELER KEARNS  
A collective practice of  
ARCHITECTS  
JOB: 95010  
ASK NO: 3  
ISSUE DATE: 2/8/96

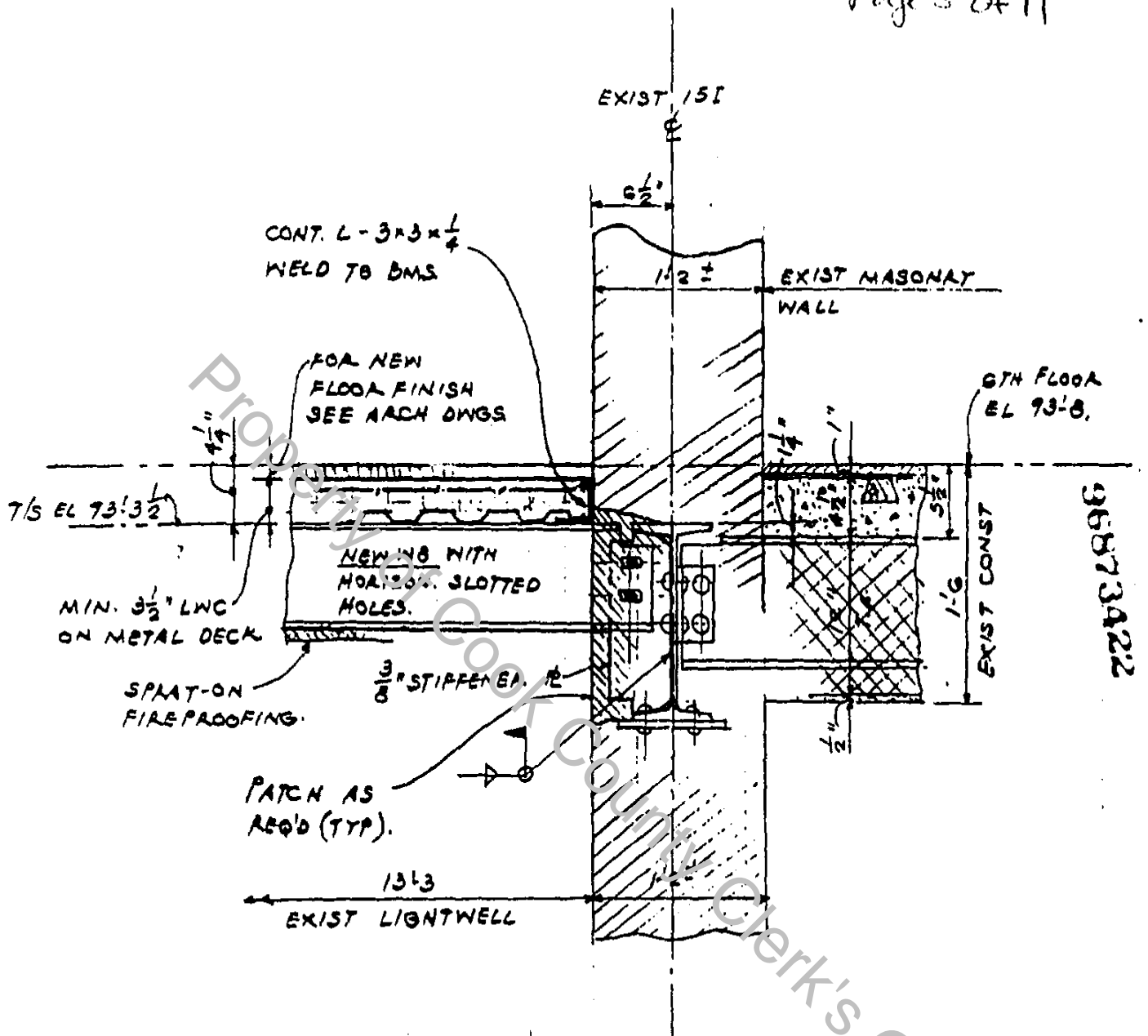
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SECTION 1-1  
SCALE: 1" = 1'-0"

ASK # 1B  
1/15/96

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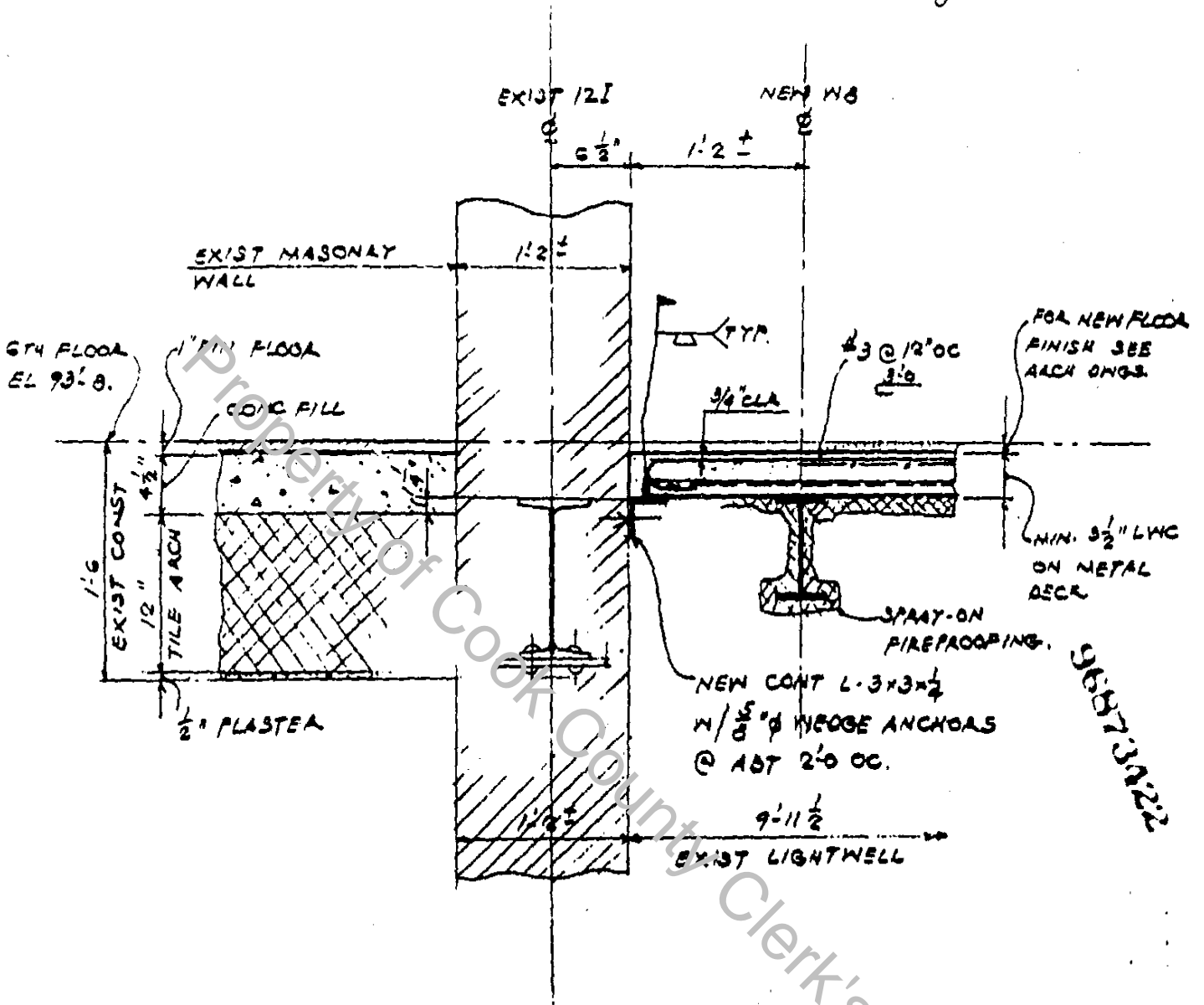
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SECTION 3-3

SCALE: 1" = 1'-0"

ASK #10

1/15/90

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GENERAL NOTES

Contractor shall verify on the job site all dimensions and the relation of the new work to existing construction and report any discrepancies to the architect in advance of fabrication of affected work.

CONCRETE

All concrete shall be lightweight concrete (110 PCF) and have a minimum ultimate compressive strength of 3,000 PSI at the age of 28 days except as noted.

All concrete reinforcing shall be deformed bars conforming to ASTM A615 Grade 60.

All welded wire fabric shall conform to ASTM A185.

STRUCTURAL STEEL

All structural steel shall conform to ASTM A-36

Except where welding is specifically required, all connections shall be shop welded and field bolted.

All welds shall be made by certified welders using coated electrodes of E7018 group F4.

All bolts shall be 3/4" diam. ASTM A325-F.

METAL DECK

All metal deck shall conform to the code of recommended practice of the Steel Deck Institute.

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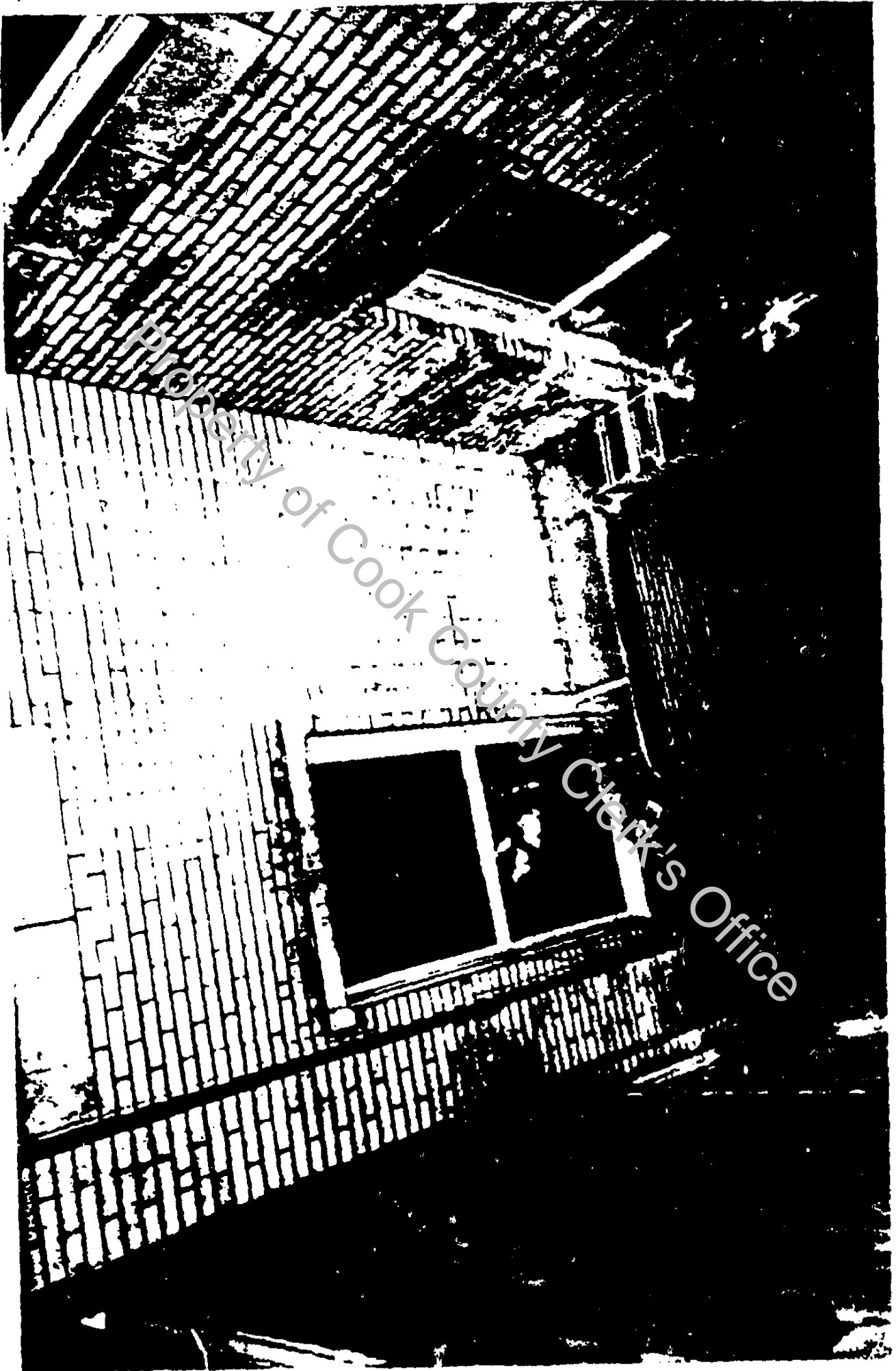
ACK # 1E

1/15/96

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EXHIBIT A  
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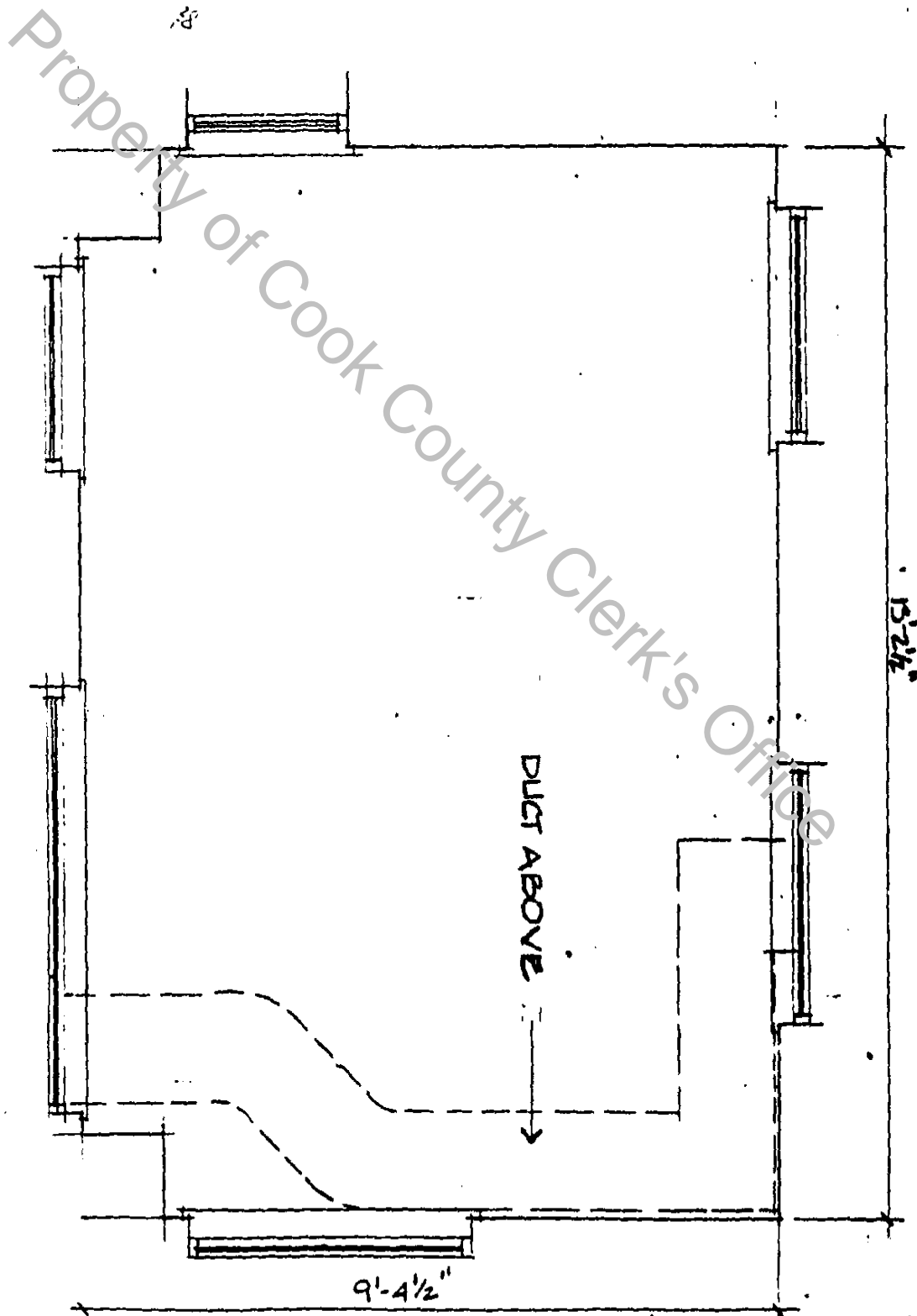
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EXHIBIT e A

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15'-2 1/2"

9'-4 1/2"

FIFTH FLOOR LIGHTWELL - PLAN  
SCALE: 1/8" = 1'-0"



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EXHIBIT D 11

\*\* TOTAL PAGE 02 \*\*

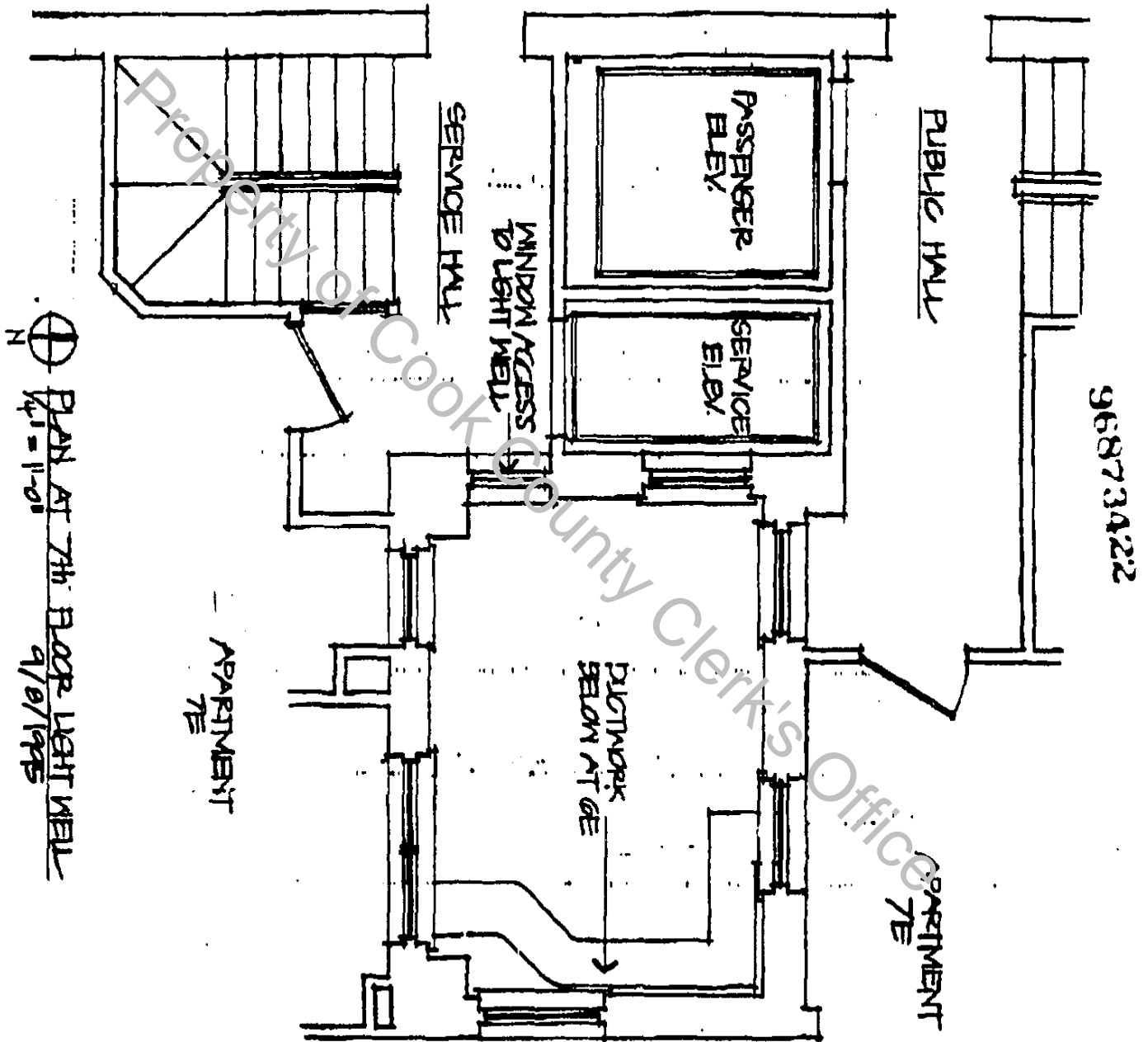
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WHEELER KEARNS

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P. 02/02



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## Exhibit B

### LEGAL DESCRIPTION:

#### Parcel No. 1:

That leasehold estate created by a Proprietary Sublease dated June 6, 1996 between 199 Corp. as Sublessor and Borrower as Sublessee for a term beginning on June 6, 1995 and ending on May 31, 2093 demising Apartment No. 5E located on the Eastern portion of the 5th floor, together with parking spaces numbered 18 and 19 in a garage, as indicated on the Plan attached hereto as Exhibit 1 (the "Apartment") located at the property address, which is legally described as follows:

#### NORTH PARCEL:

THE WEST 17.00 FEET OF LOT 9, ALL OF LOT 10, THE EAST 33.00 FEET OF LOT 11, THAT PART OF THE EAST 17.00 FEET OF LOT 32, TOGETHER WITH THAT PART OF LOT 33 AND THAT PART OF THE WEST 17.00 FEET OF LOT 34, ALL TAKEN AS ONE TRACT, LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 17.00 FEET OF LOT 34 AFORESAID, 59.34 FEET NORTH (AS MEASURED ALONG SAID EAST LINE) OF THE SOUTH LINE OF SAID LOT, THENCE NORTH 78 DEGREES 38 MINUTES 27 SECONDS WEST, 73.10 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 73.10 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 17.00 FEET OF LOT 34 AFORESAID; THENCE SOUTH 0 DEGREES 41 MINUTES 47 SECONDS WEST, ALONG SAID PARALLEL LINE, 10.30 FEET; THENCE NORTH 81 DEGREES 38 MINUTES 27 SECONDS WEST, 10.91 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 17.00 FEET OF LOT 32 AFORESAID, SAID POINT BEING 49.01 FEET NORTH (AS MEASURED ALONG SAID WEST LINE) OF THE SOUTH LINE OF SAID LOT, ALL IN FITZSIMMON'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 8 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A Memorandum of the above-described Lease has been recorded on June 8, 1995 as document number 95372233 and a short form ground lease that grants the Leasehold interest to Sublessor in the Apartment Building known as 199 East Lake Shore Drive has been recorded as Document Number 94438253 with the Recorder of Deeds, Cook County, Illinois.

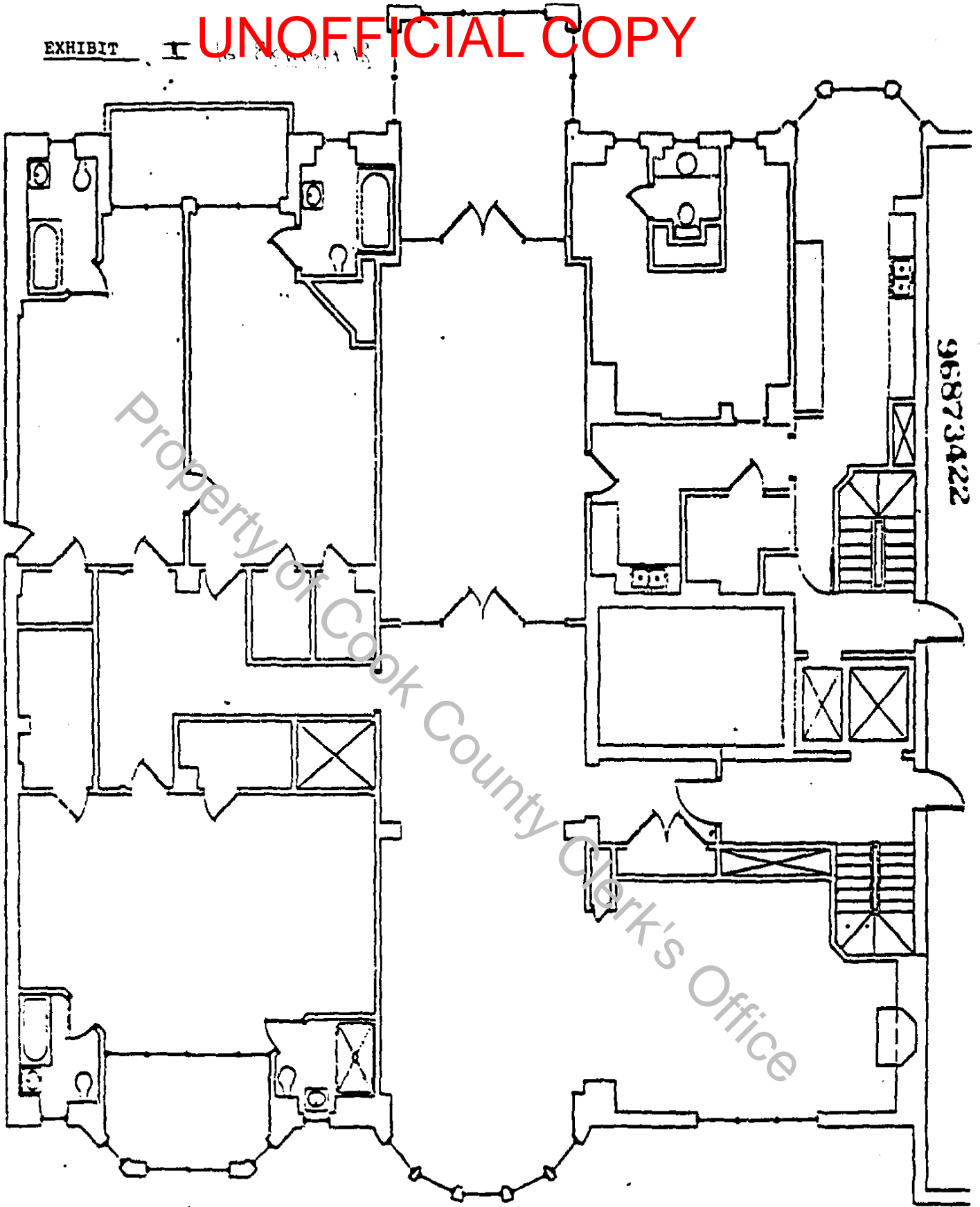
This instrument was prepared by and after recording should be returned to: Helen D. Shapiro, Esq., Winston & Strawn, 35 W. Wacker Drive, Chgo., Ill. 60601

COMMONLY KNOWN AS: 199 E. Lake Shore Drive #5E, Chicago, Illinois  
P.I.N.: 17-03-208-004 and 17-03-208-012

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