

THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDING, MAIL TO:

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Cook County Recorder 41.50

6-14-97 2534-1177
Michael S. Friman, Esq.
Horwood Marcus & Berk Chtd.
Suite 2800
333 West Wacker Drive
Chicago, Illinois 60606



LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of this 30TH day of OCTOBER 1997, by and between Abe Landa and Dave Landa (collectively, "Owner") and David Bertagna and Mary E. Bertagna (collectively, "Licensee").

The following recitals of fact are a material part of this Agreement.

A. Owner is the owner of that certain parcel of land in the City of Chicago, County of Cook and State of Illinois, legally described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as "Parcel No. 1").

B. Licensee is the owner of that certain parcel of land in the City of Chicago, County of Cook and State of Illinois, lying South of and adjoining Parcel No. 1, legally described in Exhibit B attached hereto and made a part hereof (hereinafter referred to as "Parcel No. 2").

C. Licensee currently owns a building on Parcel No. 2 that encroaches upon Parcel No. 1 at several locations along the South border of Parcel No. 1, as more fully set forth and identified in the Survey ("Survey") attached hereto as Exhibit C and made a part hereof (collectively, the "Encroachment"), and Licensee further desires access between Parcel No. 2 and Parcel No. 1 for the purposes of maintaining and/or repairing, and/or replacing, if necessary the Encroachment, and the extension of the North wall of the building located on Parcel No. 2 (the "North Wall") as necessary.

D. Licensee acquired Parcel No. 2 with knowledge of the Encroachment and agreed to enter into this Agreement with Owner for the continued use of Parcel No. 1 thereof.

E. Owner wishes to grant, and Licensee wishes to receive, a non-exclusive license for the Encroachment and to utilize a certain portion of Parcel No. 1 to provide such access, all as more fully set forth below.

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NOW THEREFORE, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of License. Owner hereby grants to Licensee a non-exclusive license to utilize only that portion of Parcel No. 1, being the southern-most portion of the lot therein, containing the Encroachment as further depicted on the Survey as the area between the current lot line between Parcel No. 1 and Parcel No. 2 and the North line of Lot 11 (hereinafter referred to herein as the "Premises") for the allowance of the Encroachment and for ingress and egress to and from Parcel No. 2 and the Premises for the purpose of repairing and/or maintaining and/or replacing the Encroachments and the North Wall and for no other purpose. Neither Licensee nor its customers shall be allowed to use any other portion of Parcel No. 1 for ingress or egress on to the Premises. Licensee shall only have access to the Premises during reasonable hours and with the prior consent of Owner in each instance, which consent shall not be unreasonably withheld.

2. License Only. This Agreement creates a license only, and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Premises or Parcel No. 1 by virtue of this license or Licensee's use of the Premises pursuant hereto. By this Agreement, Licensee hereby and forever waives any claim of possession to the Premises by virtue of this License or the existence and maintenance of the Encroachment. Notwithstanding the foregoing, this Agreement shall run with the land and shall bind and inure to the benefit of the respective Owners of each parcel and their respective representatives, heirs, successors, assigns and purchasers.

3. Transfer by Owner. Owner may at any time in its sole discretion assign its rights hereunder or transfer or convey the Premises. Upon any such assignment, transfer or conveyance, the liability of Owner under this Agreement shall automatically terminate, and Owner's assignee, transferee or grantee shall be deemed to have assumed and be bound by the obligations of Owner under this Agreement.

4. Maintenance of Premises. During the term of this license, Licensee shall maintain the Encroachments and the North Wall in good condition and repair (including, without limitation, removal of snow and ice therefrom) at its sole cost and expense, as is reasonably necessary to maintain the same in safe condition. Licensee shall have sole responsibility for the condition and use of the Encroachments and the North Wall, and Licensee's use thereof shall at all times be in compliance with all applicable laws, statutes, ordinances, codes, rules, regulations, orders and decrees.

5. Interruption of Use. Owner may temporarily interrupt Licensee's use of the Premises to repair and maintain the remainder of Parcel No. 1 as reasonably necessary; provided, however, that Owner shall use reasonable efforts to perform all such repairs and maintenance of the remainder of Parcel No. 1 in such a manner so as to reasonably minimize such interruption. If Licensee fails to perform its obligations under Paragraph 4 hereof, Owner may do so and Licensee shall reimburse

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Owner for the cost thereof upon demand, together with interest thereon at the rate set forth in Paragraph 13 hereof from and after the date of such demand until receipt of full payment therefor.

6. Reservation of Rights by Owner. Subject to the terms of Paragraph 1 hereof, the right to use the Premises, and the right of ingress and egress over the Premises, is expressly reserved by Owner, its successors, grantees, invitees and assigns. In addition, and not by limitation but by way of example, Owner, its successors, grantees, invitees and assigns, reserve the right from time to time to grant additional ingress, egress and utility licenses and easements over, upon and under Parcel No. 1 or the Premises, provided that such licenses or easements do not unreasonably interfere with Licensee's use of the Premises pursuant to the terms hereof.

7. No Transfer by Licensee. Except for tenants of Parcel No. 2 or subsequent owners thereof, Licensee shall not transfer any of its rights hereunder without the prior written consent of Owner. Any such assignment made without the prior written consent of Owner shall be null and void and of no force or effect and shall entitle Owner to terminate this Agreement. In such event, Licensee shall be liable to Owner for any amounts due hereunder as well as reasonable attorneys' fees and costs incurred by Owner to enforce its rights hereunder.

8. Condition of Premises; Indemnity. Licensee acknowledges that it has physically inspected the Premises and it accepts the Premises as is with full knowledge of the condition thereof. Furthermore, Licensee for and on behalf of itself and all successors, grantees, invitees and assigns, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained due to the activities, operations or use of the Premises by Licensee, its successors, grantees, invitees and assigns and all of their officers, directors, employees, representatives and agents. Further, Licensee, for itself, its successors, grantees, invitees and assigns, and for those claiming by, through or under any of them, hereby releases Owner, its heirs, agents and employees (collectively hereinafter referred to as the "Indemnitees") from any and all claims or demands for loss, liability, expense, cost or damage (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Indemnitees in connection therewith, that may arise from operations on, or the use of, the Premises by Licensee, its successors, grantees, invitees and assigns and all of their officers, directors, employees, representatives and agents. Licensee hereby agrees to indemnify, defend and hold harmless the Indemnitees from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including without limitation, loss of life) and for damage, destruction or theft of property which is due to the activity, work or thing done, permitted or suffered by Licensee in or about the Premises, or for any act or omission of Licensee, its successors, grantees, invitees and assigns and any of their officers, directors, employees, representatives and agents. Licensee shall cooperate with Owner in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Licensee, of legal counsel satisfactory to Owner.

9. Waiver of Claims. Licensee does hereby fully and completely waive and release, for itself, its successors, grantees, invitees and assigns, and for all of their officers, directors, employees,

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representatives, agents, contractors and subcontractors of any tier, any and all claim of, or right to, a mechanic's lien, under the Statutes of Illinois against, or with respect to, either or both of Parcel No. 1 and the Premises, or any portion thereof, or any improvement thereon, or with respect to the estate or interest of any person whatsoever therein or thereon, or any portion thereof, or with respect to any material, fixtures, apparatus or machinery to be furnished thereto, or with respect to any monies or other consideration which may be due at any time hereafter to anyone by Licensee, which claim of lien might be asserted by reason of doing, making or furnishing, heretofore, or at any time hereafter, of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs or alterations to either or both of Parcel No. 1 and the Premises.

10. Non-Interference by Licensee. Licensee, for itself and for its successors, grantees, invitees and assigns, hereby agrees not to interfere with the use of any license or easement heretofore or hereafter granted on, under, above or across either or both of Parcel No. 1 and the Premises so long as such easement or license, or the use thereof, does not materially interfere with Licensee's rights hereunder.

11. Insurance. Licensee at its sole cost and expense, shall purchase and keep in full force and effect during the term hereof:

(a) Commercial General Public Liability Insurance (including, but not limited to, contractual liability insurance covering, without limitation, Licensee's indemnification obligations hereunder) in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of Two Million Dollars (\$2,000,000.00) [such insurance shall insure Licensee's officers, directors, employees, agents, representatives, contractors and subcontractors of any tier]; and

(b) If Licensee causes any construction on the Premises or when Licensee takes steps to restore the Premises to its original condition, Licensee shall provide proof to Owner that its construction workers are covered by sufficient Worker's compensation insurance and that Owner and its Lender are named as additional insureds thereon.

Licensee, within ten (10) days following the date hereof, shall deposit with Owner original insurance policies evidencing the foregoing coverages, together with satisfactory evidence of payment of the premiums thereon. All such insurance shall name the Indemnitees as additional insureds.

12. No Liens. Licensee shall not permit any lien to be filed against Parcel No. 1 or the Premises or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on Parcel No. 1 or the Premises at the direction of Licensee.

In the event any such lien is filed against Parcel No. 1 or the Premises or any improvements thereon, Owner shall have the right, but not the obligation, to cause such lien to be released and

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Licensee shall pay on demand all of Owner's costs and reasonable attorneys' fees in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 13 hereof accruing from and after the date of such demand until Owner's receipt of full payment therefor.

13. Breach by Licensee. If Licensee breaches any provision in this Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof, in addition to any other right or remedy available at law or in equity, Owner shall have the right, but not the obligation, to cure any such breach, and Licensee agrees to reimburse Owner for the cost thereof, including reasonable attorneys' fees, upon demand, together with interest accruing thereon at an annual rate of interest equal to ten percent (10%) or the maximum allowed by law, whichever is greater from and after the date of Owner's demand therefor until Owner's receipt of full payment therefor.

14. No Warranty; Integration. Owner hereby makes and has made no representations, statements, warranties or agreements to Licensee in or in connection with this Agreement or the Premises. This Agreement embodies the entire understanding of the parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

15. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Owner: Messrs. Abe and Dave Landa
4655 West Chase Avenue
Lincolnwood, Illinois 60646

With a copy to: Michael S. Friman, Esq.
Horwood, Marcus & Berk Chtd.
333 W. Wacker Dr., Ste. 2800
Chicago, Illinois 60606

If to Licensee: Dr. David Bertagna
4020-22 N. Central Avenue
Chicago, Illinois 60634

With a copy to: F. James Helms, Esq.
Tenney & Bentley
111 W. Washington Ste. 1900
Chicago, Illinois 60602

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

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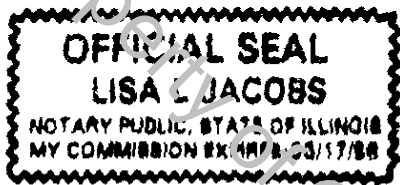
STATE OF ILLINOIS

COUNTY OF COOK

)
) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that David Bertagna and Mary E. Bertagna, 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 and delivered said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of October, 1997.



Lisa L. Jacobs
Notary Public

My Commission expires:
3/17/98

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EXHIBIT A LEGAL DESCRIPTION OF PARCEL NO.1

LOT 10 AND THAT PART OF LOT 11 IN OLIVER L. WATSON'S IRVING PARK ADDITION TO CHICAGO, A SUBDIVISION OF BLOCKS 7 AND 8 (EXCEPT THE SOUTH 17 FEET THEREOF) OF SUBDIVISION OF THE SOUTH 30 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 11, 3.07 FEET TO THE NORTH LINE OF A TALL 1 STORY BRICK BUILDING; THENCE WEST ALONG THE NORTH LINE OF A TALL 1 STORY BRICK BUILDING TO A POINT IN THE WEST LINE OF SAID LOT 11; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 11, 2.72 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 11 TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as: 4026 North Central, Chicago, Illinois

PIN: 13-17-428-023

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EXHIBIT B LEGAL DESCRIPTION OF PARCEL NO. 2

LOT 12 (EXCEPT THE SOUTH 6 FEET THEREOF) AND LOT 11 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 11, 3.07 FEET TO THE NORTH LINE OF A TALL 1 STORY BRICK BUILDING; THENCE WEST ALONG THE NORTH LINE OF A TALL 1 STORY BRICK BUILDING TO A POINT IN THE WEST LINE OF SAID LOT 11; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 11, 2.72 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 11, TO THE POINT OF BEGINNING) IN OLIVER L. WATSON'S IRVING PARK ADDITION TO CHICAGO, A SUBDIVISION OF BLOCKS 7 AND 8 (EXCEPT THE SOUTH 17 FEET THEREOF) OF SUBDIVISION OF THE SOUTH 30 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4020-22 North Central, Chicago, Illinois

PIN: 13-17-428-024
13-17-428-025 (affects part of Lot 12 and Lot 13)

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EXHIBIT C
SURVEY

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2412 North Harlem Avenue
Chicago, Illinois 60631-1104

RESIDENTIAL, COMMERCIAL, LOT & BLOCK SUBDIVISIONS, UNIMPROVED CONDEMNATIONS

Phone: (773) 775-0310
(773) 775-0331
Fax: (773) 775-2912

Jens K. Doe

SURVEY SERVICE, INC.
Registered Land Surveyors

ORDER NO.

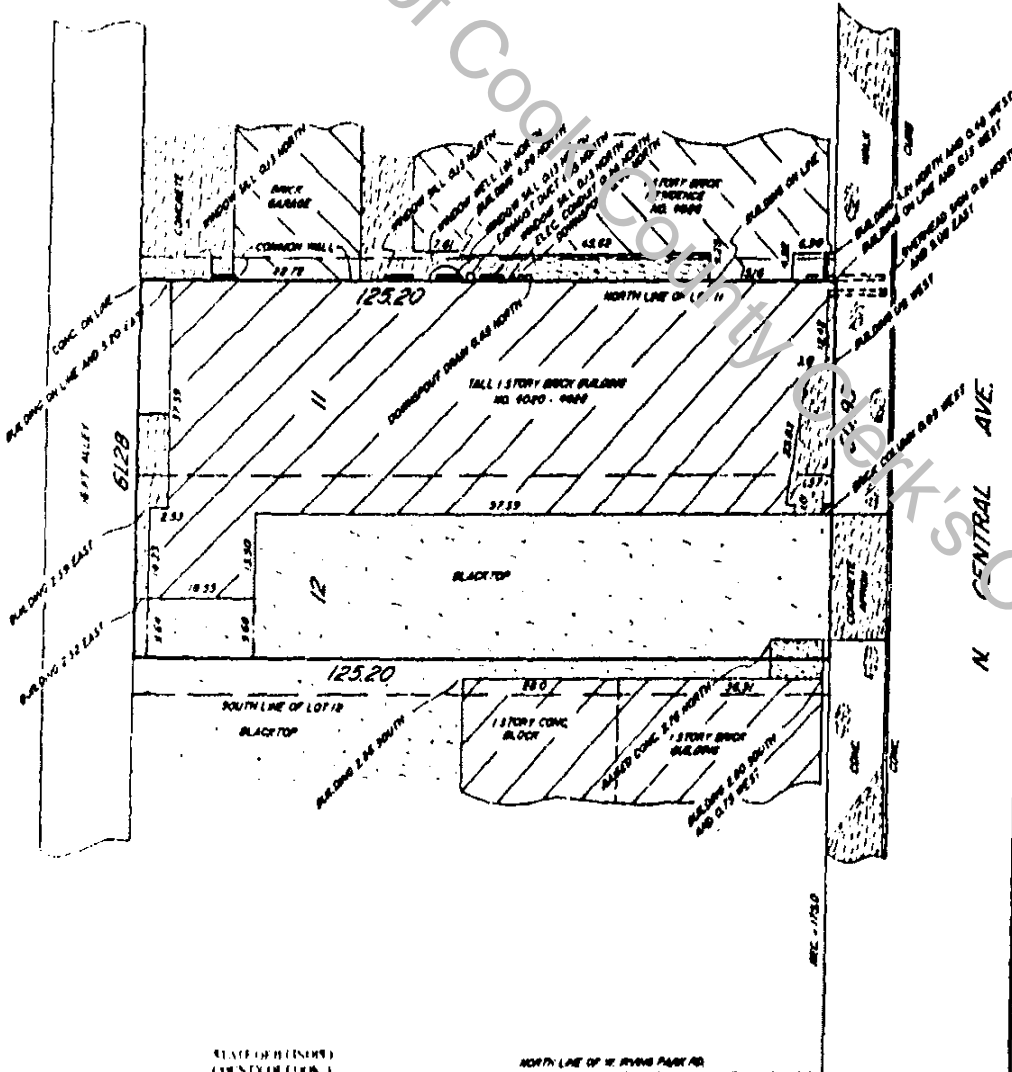
271518



PLAT OF SURVEY

of

LOT 12 (EXCEPT THE SOUTH 6 FEET THEREOF) AND LOT 11 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 11, 3.07 FEET TO THE NORTH LINE OF A TALL 1 STORY BRICK BUILDING; THENCE WEST ALONG THE NORTH LINE OF A TALL 1 STORY BRICK BUILDING TO A POINT IN THE WEST LINE OF SAID LOT 11; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 11, 2.72 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 11, TO THE POINT OF BEGINNING) IN OLIVER L. WATSON'S IRVING PARK ADDITION TO CHICAGO, A SUBDIVISION OF BLOCKS 7 AND 8 (EXCEPT THE SOUTH 17 FEET THEREOF) OF SUBDIVISION OF THE SOUTH 30 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



STATE OF ILLINOIS
COUNTY OF COOK

NORTH LINE OF IRVING PARK AD.

JENS K. DOE SURVEY SERVICE, INC. DOES HEREBY CERTIFY TO DAVID & MARY BERAGNA, AND & DAVE PANDA, THE MONEY TRUST INVESTMENT CORPORATION AND ITS SUCCESSORS AND ASSIGNS AND INTERCOUNTY TITLE COMPANY THAT A SURVEY HAS BEEN MADE UNDER ITS DIRECTION, BY A REGISTERED LAND SURVEYOR OF THE PROPERTY DESCRIBED HEREON AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

NOTE

THIS WAS FILED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, THIS 15th DAY OF February 1997

JENS K. DOE SURVEY SERVICE, INC.

John M. Henrichson
JOHN M. HENRICHSON
(Illinois Registered Land Surveyor No. 2648)

Dimensions are not to be construed or stated

The legal Description noted on this plat is a copy of the same and the records MUST be compared with "Original" For building restrictions refer to your Abstract. Deeds or Contracts

97836901

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