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LICENSE AGREEMENT

This Agreement made as of the 1st day of July, 1985 by and between MIDWEST BANK AND TRUST COMPANY, as Trustee under Trust No. 651107 and EAST AVENUE BUILDING CORPORATION, an Illinois corporation (hereinafter referred to as "Owner") and VILLAGE DRUG STORES, INC., an Illinois corporation (hereinafter referred to as "Licensee");

WHEREAS, Owner is the fee title holder of that certain Real Estate described by an Exhibit "A" ("the Parcel"), which Parcel is commonly known as described as 6540 W. Roosevelt Road, Oak Park, Illinois and which Parcel has frontage along Roosevelt Road of approximately 100 feet and a frontage along East Avenue of approximately 125 feet; and

WHEREAS, Licensee desires to have the exclusive right to utilize not less than 22 parking spaces on the Parcel for the use of its customers, employees and invitees.

NOW THEREFORE, in consideration of \$10.00 in hand paid, the receipt and sufficiency of which is hereby acknowledged and of the mutual covenants and forbearances of the parties as hereinafter set forth, it is hereby agreed as follows:

1. Owner covenants and agrees that neither the present nor any future structure on the Parking Parcel shall impair Licensee's exclusive right to utilize not less than 22 parking spaces on the Parcel for the use of its customers, employees and invitees.

2. Owner represents that the Parking Parcel has been paved with bituminous paving material and striped for not less than 28

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parking spaces in accordance with the applicable ordinances of the Village of Oak Park, Illinois.

3. Licensee shall have the right to post signs on not more than 22 of the parking spaces indicating that such parking spaces are for the sole use of Licensee's customers, employees and invitees which notices shall be in such form as shall be reasonably determined by Licensee.

4. Owner shall forthwith cause a tax partition of the Parcel to be registered with the Assessor of Cook County, Illinois, dividing the parcels into two separate Tax Parcels in accordance with the survey attached hereto as Exhibit "B".

5. Licensee shall pay upon presentation of paid tax bills, a sum equal to 69.7% of the Real Estate Taxes due and payable for the Parking Parcel as designated on Exhibit "B".

6. Licensee shall pay to Owner a sum equal to 69.7% of the expenses of maintaining the Parking Parcel including sealing, striping and repaving as necessary. Commencing August 1, 1985, and on the first day of each month thereafter through July, 1986, Tenant shall pay to Landlord the sum of \$200.00 per month which payment constitutes the parties current best estimate that the aforesaid payments of 69.7% of Real Estate Taxes and maintenance for the Parking Parcel shall be \$2,500.00 for the year ended July 31, 1986. Such payments shall continue until such time as the accounting referred to below has been rendered to Licensee.

7. When Owner is able to ascertain the Real Estate Taxes and maintenance charges for the Parking Parcel for the year ended

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July 31, 1996, it shall promptly render an accounting to Licensee. The actual tax and maintenance expenses for the year ended July 31, 1986 shall thereupon be compared to the \$200.00 per month monthly estimated payments made and within thirty (30) days after the accounting is rendered, the Party entitled to reimbursement shall be paid the amount of reimbursement due it by the other Party.

8. Thereafter, Owner shall provide Licensee annually with an accounting of Real Estate Taxes and maintenance charges incurred for the Parking Parcel. Licensee shall within thirty (30) days after such accounting has been rendered, pay to Owner 69.7% of the amount of Real Estate Taxes and maintenance charges for the Parking Parcel for the preceding year ended July 31st for each year that this License is in effect.

9. In no event shall Licensee be obligated to pay to Landlord more than \$5,000.00 for any one year period ending July 31 for its 69.7% obligation for Real Estate Taxes and maintenance of the Parking Parcel.

10. The accounting of Real Estate Taxes and maintenance expenses shall be accompanied by evidence reasonably acceptable to Licensee showing any vouchers, cancelled checks or invoices relating to the payment of Real Estate Taxes and maintenance expenses for the Parking Parcel.

11. Owner covenants and agrees that it will maintain the Parking Parcel in good condition including sealing, striping and repaving the Parking Parcel as necessary and that it shall stripe

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the Parking Parcel for not less than 22 parking spaces in accordance with the applicable Ordinances of the Village of Oak Park, Illinois.

12. Owner covenants that during the term of this License, it will provide liability insurance insuring Owner and Licensee from all claims, demands or actions for injury to or death of any person in an amount of not less than \$1,000,000.00 for injury to or death of more than one person in any one occurrence to the limit of \$2,000,000.00, and for damage to property in amount of not less than \$500,000.00 made by, or on behalf of, any person or persons, firm or corporation arising from, related to or connection with the Parcel. Licensee shall be provided with a duplicate original of the policy.

13. Licensee shall have the right to enforce the parking restrictions by appropriate action in accordance with applicable Illinois Statutes and Ordinances of the Village of Oak Park.

14. This License Agreement shall continue in full force and effect for so long as a retail business is operated at the real estate commonly known and described as 6601 W. Roosevelt Road and more particularly described on Exhibit "C" but unless this License is renewed by a subsequent writing, then it shall terminate on July 31, 1999.

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15. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Owner and Licensee.

EAST AVENUE BUILDING CORPORATION

BY: Ben F. Gorden
Pres

Attest: [Signature]
Not Sec.

VILLAGE DRUG STORES, INC.

BY: Ben F. Gorden
Pres.

Attest: [Signature]
Not Sec.

State of Illinois)
County of C O O K)

I, Laura C. Tully, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Ben F. Gorden personally known to me to be the President of the EAST AVENUE BUILDING CORPORATION, an Illinois corporation, and Samuel P. [Signature] personally known to me to be the asst. Secretary of said corporation, and 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 severally acknowledged that as such President and asst. Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of January, 1926 A.D.

[Signature]
Notary Public

My Commission expires: 1/2/27

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State of Illinois)
County of C O O K)

I, Louise A. Tress, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Paul F. Holben personally known to me to be the President of VILLAGE DRUG STORES, an Illinois corporation, and David C. Schenck personally known to me to be the actg. Secretary of said corporation, and 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 severally acknowledged that as such President and actg. Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of January, 1986 A.D.

Louise A. Tress
Notary Public

My Commission expires: 1/3/87

This instrument prepared by David P. Leibowitz, Schwartz, Cooper, Kolb & Gaynor Chartered, 33 North LaSalle Street, Suite 2222, Chicago, IL 60602 (312) 726-0845.

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EXHIBIT A

LOTS 143 THRU 146 BOTH INCLUSIVE IN SOUTH RIDGELAND, A
SUBDIVISION OF PART OF LOT 6 IN B. F. JERVIS SUBDIVISION
OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18,
TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

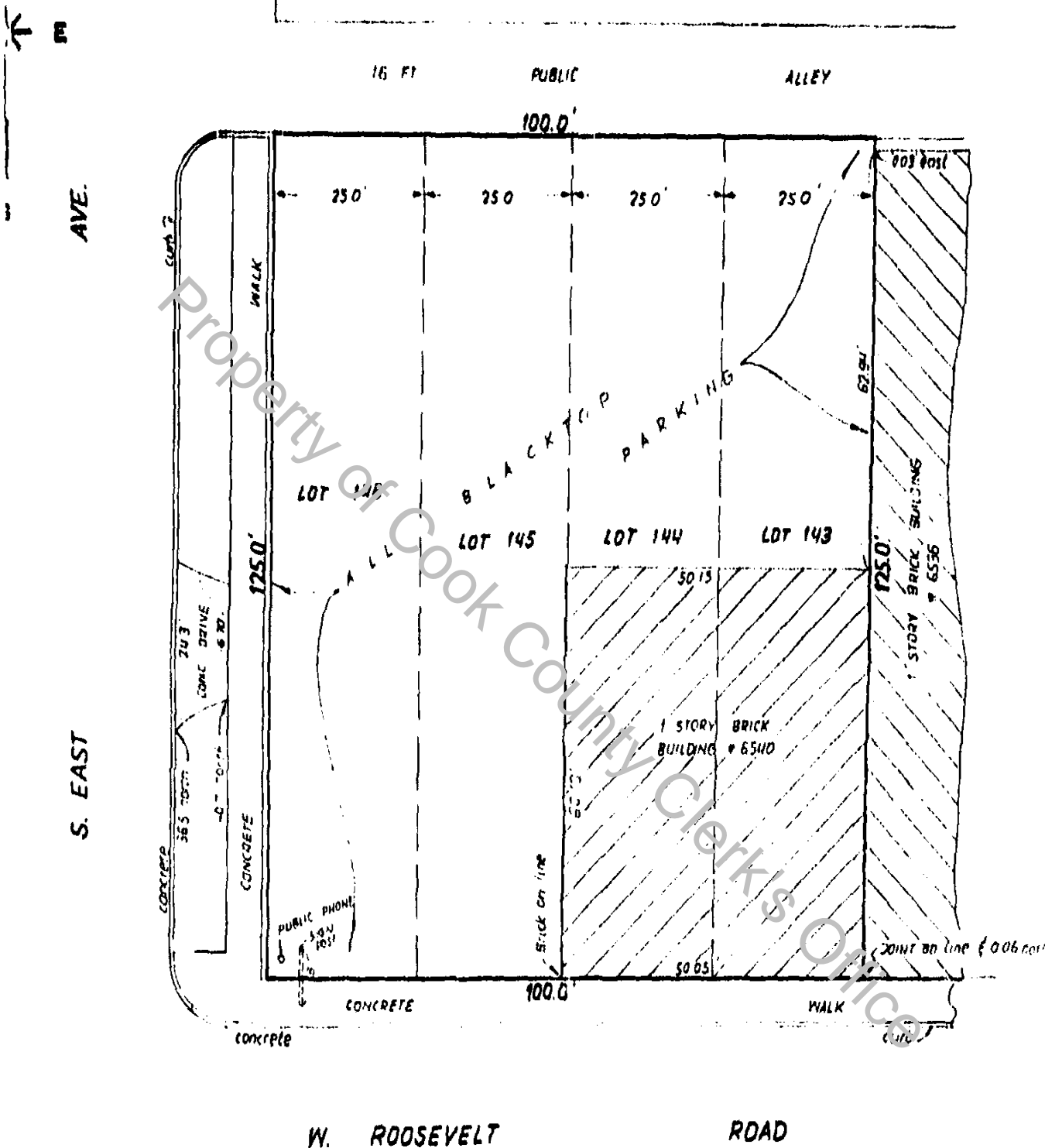
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PLAT OF SURVEY

LOTS 143 AND 144 BEING THE SOUTHWEST CORNER OF SOUTH RIDGELAND A SUBDIVISION OF PART OF LOT 6 IN B. F. JERVIS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 49 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



3497264

EXHIBIT B

THESE ARE THE ONLY SURVEY PLANS RECORDED IN COOK COUNTY WITH A REAL ESTATE OFFICE TRANSACTION AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND IS NOT TO BE ASSUMED FROM BEARING

NO OTHER LINES ARE SHOWN AS A CONDITION OF THIS SURVEY AND THE ONLY RECORD OF THE MAIN COURSE OF THE ALLEY IS THE ALLEY AS SHOWN

COMPARE ALL POINTS BEFORE BUILDING BY NAME AND AT ONCE TO THE SURVEY PLANS

851793
10 11 1985

(Distances of feet and their percent in inches and fractions thereof)

01 - 18	07 - 28	10 - 6
02 - 14	08 - 1	58 - 7
03 - 18	17 - 2	47 - 8
04 - 12	25 - 1	75 - 1
05 - 48	31 - 4	81 - 10



State of Illinois }
County of Cook }

We, CERTIFIED SURVEY CO. do hereby certify that we surveyed the above described property and that the plat drawn is a correct representation of said survey

R. F. Mistura

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EXHIBIT C

Lots 1 and 2 in Gustav A. Pudewa's Subdivision of Block 5 in Subdivision of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian (except the South 300 Acres thereof) in Cook County, Illinois.

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JOINDER

Midwest Bank and Trust Company as Trustee Under Trust No. 651107 as Trustee under Trust Agreement dated November 30, 1965, of which East Avenue Building Corporation is the beneficial owner hereby joins the foregoing License Agreement for the purposes of binding it as the record title owner of the parcel described as Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, Midwest Bank and Trust Company as Trustee aforesaid joins in the aforesaid License Agreement as of the first day of July, 1985.

SEE EXCULPATORY RIDER ATTACHED

MIDWEST BANK AND TRUST COMPANY,
as Trustee aforesaid, U/T/A,
65-11-07 and not personally.

By: 

vice President

ATTEST:


Asst. Trust Officer

(S E A L)

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THIS RIDER IS ATTACHED TO AND MADE PART OF CERTAIN
Joinder to License Agreement , DATED 7/85

EXECUTED BY MIDWEST BANK & TRUST COMPANY AS
65-11-07

TRUSTEE U/T/A # _____

It is expressly understood and agreed by and between the parties hereto that each and all of the representations, covenants, undertakings and agreements herein are made on the part of the trustee are made and intended, not as personal representations, covenants, undertakings and agreements of Midwest Bank and Trust Company but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said Midwest Bank and Trust Company, not in it's own right, but, as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Bank and Trust Company on account of any representation, covenant, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

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State of Illinois)
)
County of C O O K)

I, Kathleen Plazyk, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Barbara Love personally known to me to be the President of MIDWEST BANK AND TRUST COMPANY, an Illinois banking corporation, and Angela Santangelo Asst. Trust personally known to me to be the Secretary of said Officer corporation, and 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 severally acknowledged that as such Vice President and Asst. Tr. Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of February, 1986 A.D.

Kathleen Plazyk
Notary Public

My Commission expires: 1-2-92

This instrument prepared by David P. Leibowitz, Schwartz, Cooper, Kolb & Gaynor Chartered, 33 North LaSalle Street, Suite 2222, Chicago, IL 60602 (312) 726-0845.

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036 (142-144)
P.I.N.: 16-18-426-035-0000 (Lot 145)
 16-18-426-034-0000 (Lot 146) *rs*
6540 West Roosevelt Road
Oak Park, Illinois

Mail to:
Robert B. Bromberg
KAMENSKY & RUBINSTEIN
7250 North Cicero Avenue, Suite 200
Lincolnwood, Illinois 60646

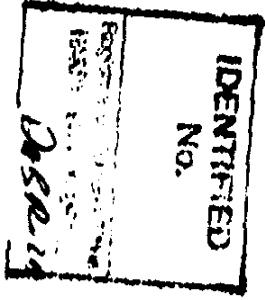
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Handwritten signature

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88, 112, 88, 17, 83

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INVESTMENT
 1605 N. LAUREL ST. CHICAGO, ILL. 60614
 TRUST CO.

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