

# UNOFFICIAL COPY



Doc#: 0402732194  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 01/27/2004 03:38 PM Pg: 1 of 4

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING MAIL TO:

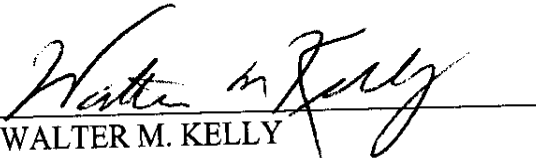
Walter M. Kelly  
422 N. Western Avenue  
Chicago, IL 60612-1491

DRIVEWAY LICENSE AGREEMENT

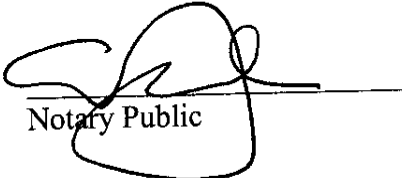
C E R T I F I C A T I O N

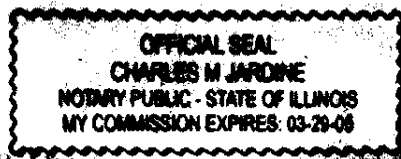
The undersigned, WALTER M. KELLY, attorney, hereby states that he prepared this Driveway License Agreement, the original of which was executed by the parties on July 15, 2001, and that subsequent to that date, the original agreement was lost. The undersigned hereby states that this copy which is being recorded is a true and correct copy of the original document that was lost.

Dated: January 5, 2004

  
WALTER M. KELLY

SUBSCRIBED AND SWORN TO  
Before Me By Walter M. Kelly  
This 5<sup>th</sup> day of January, 2004.

  
Notary Public



# UNOFFICIAL COPY

## DRIVEWAY LICENSE AGREEMENT

Agreement made this 16 day of July, 2001

WHEREAS, Susan Fleming (hereinafter referred to as "Fleming"), is the owner of a parcel of land commonly described as 4200 Ellington Avenue, Western Springs, Illinois, 60558; and

WHEREAS, Jerry Burns (hereinafter referred to as "Burns"), is the owner of the property commonly described as 4204 Ellington, Western Springs, Illinois, 60558; and

WHEREAS, the true boundary line between said parcels of land is shown upon the plan attached hereto as Exhibit A; and

WHEREAS, a prior owner of the Burns' home built a portion of the driveway running east and west along said boundary line upon and over a portion of the property owned by Fleming; and

WHEREAS, the parties desire to agree in writing as to the disposition and termination of any disputes of the driveway encroachment onto the Fleming property as is set forth herein; and

WHEREAS, Burns admits that the true boundary line between their property is shown upon the plan attached hereto as Exhibit A and that a portion of the driveway appurtenant to the Burns property stands upon the Fleming property.

NOW, THEREFORE, in consideration of \$10.00 in cash paid by one party to the other and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

### SECTION I

#### GRANT OF LICENSE

Fleming agrees that so long as the driveway of Burns shall remain in good condition, Fleming shall allow Burns to have the driveway of Burns to encroach over onto the property of Fleming to the same extent and in the same manner as the driveway encroaches.

### SECTION II

#### CONDITION OF GRANT

The privilege granted by Fleming to Burns is made with the express condition that neither Burns nor that party's heirs, successors, assigns, or any person claiming under or through such owner, shall acquire any right of easement or any other right with respect to such encroaching driveway, and such permission shall not ripen into a right or easement by lapse of time or otherwise.

# UNOFFICIAL COPY

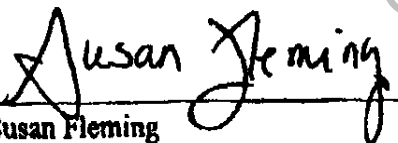
## SECTION III COMPENSATION

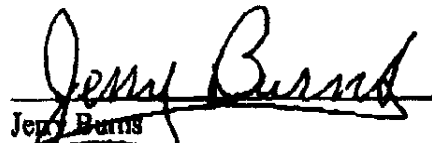
Burns agrees to compensate Fleming for any damages whatsoever including, but not limited to attorney fees and court costs that may be suffered to the property of Fleming by reason of such encroaching driveway.

## SECTION IV DURATION OF AGREEMENT

This agreement shall remain in force and effect only so as the present driveway of Burns remains in good condition and on the removal, demolition, destruction, or replacement, all rights of Burns and/or his successors and assigns under this agreement shall cease.

IN WITNESS WHEREOF, the parties have executed this agreement at Western Springs, Illinois on the date first above written

  
Susan Fleming

  
Jerry Burns



*Beverly J. Nelson 4/29/03*

# UNOFFICIAL COPY

## DRIVEWAY LICENSE AGREEMENT - PARCELS INVOLVED

### LEGAL DESCRIPTIONS

#### PARCEL 1:

THE SOUTH 50 FEET OF LOT 1 IN BLOCK 20 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

OWNER: JOSEPH GERALD BURNS

ADDRESS: 4204 ELLINGTON, WESTERN SPRINGS, ILLINOIS 60558

PIN NO.: 18-05-127-011

#### PARCEL 2:

LOT 1, EXCEPT THE SOUTH 50 FEET IN BLOCK 20 IN FIELD PARK, A SUBDIVISION OF THE WEST 5/8 OF THE WEST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

OWNER: SUSAN FLEMING

ADDRESS: 4200 ELLINGTON, WESTERN SPRINGS, ILLINOIS 60558

PIN NO.: 18-05-127-010