

# UNOFFICIAL COPY

This instrument was prepared by  
and mail to:

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19 South LaSalle Street  
Suite 900  
Chicago, Illinois 60603



Doc#: 0534132063 Fee: \$50.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/07/2005 01:41 PM Pg: 1 of 14

Affected Permanent Index Numbers:

17-06-112-009-0000  
17-06-112-010-0000  
17-06-112-011-0000  
17-06-112-012-0000  
17-06-112-013-0000  
17-06-112-014-0000

Mercury Title Company:

# 206 5218 (Parcel 1)  
# 206 5217 (Parcel 2)

*MTL 12/8/05*

**LEAVITT SCHILLER**

## **DRIVEWAY EASEMENT & MAINTENANCE AGREEMENT**

This Leavitt Schiller Driveway Easement and Maintenance Agreement (the "Agreement") made and entered into this 5<sup>th</sup> day of December, 2005, by and between **Leavitt Schiller LLC**, an Illinois limited liability company, Owner of PARCEL 1 (as hereinafter legally described) and **Leavitt Schiller LLC**, an Illinois limited liability company, Owner of PARCEL 2 (as hereinafter legally described).

**WITNESSETH:**

WHEREAS, **Leavitt Schiller LLC** is currently the owner of both of the Parcels of real estate affected by this Agreement, as hereinafter more fully set forth;

WHEREAS, **Leavitt Schiller LLC** is the owner of the following described real property in Cook County, Illinois, to wit:

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PARCEL 1:

**The East 69.00 of Lots 25, 26, 27, 28, 29 and 30 in Block 9 in D.S. Lee's Addition to Chicago in Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

**ADDRESS: 2144 West Schiller, Chicago, Illinois 60647**

- P.I.N.'s      **17-06-112-009-0000**
- 17-06-112-010-0000**
- 17-06-112-011-0000**
- 17-06-112-012-0000**
- 17-06-112-013-0000**
- 17-06-112-014-0000**

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WHEREAS, **Leavitt Schiller LLC** is the owner of the following described real property in Cook County, Illinois to wit:

PARCEL 2:

**Lots 25, 26, 27, 28, 29 and 30 (except the East 69.00 of said Lots) in Block 9 in D.S. Lee's Addition to Chicago in Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

**ADDRESS: 1411-23 North Leavitt, Chicago, Illinois 60647**

- P.I.N.'s      **17-06-112-009-0000**
- 17-06-112-010-0000**
- 17-06-112-011-0000**
- 17-06-112-012-0000**
- 17-06-112-013-0000**
- 17-06-112-014-0000**

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WHEREAS, the properties described above as Parcel 1 and Parcel 2 are contiguous to each other, with each Parcel sharing the same, undivided six (6) permanent index numbers, as hereinabove set forth;

WHEREAS, the property described above as Parcel 1 is more fully depicted on the **Plat of Survey** from Professionals Associated Survey, Inc. attached hereto as **Exhibit "A"** and incorporated herein by reference;

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WHEREAS, the property described above as Parcel 2 is more fully depicted on the **Plat of Survey** from Professionals Associated Survey, Inc. attached hereto as **Exhibit "B"** and incorporated herein by reference;

WHEREAS, the parties hereto are desirous of creating a driveway easement area from Parcel 1 for the benefit and enjoyment of the Owner of Parcel 2, which driveway easement area is more fully depicted on the **Plat of Survey** from Professionals Associated Survey, Inc. attached hereto as **Exhibit "C"** and incorporated herein by reference; and

WHEREAS, the legal description of the driveway easement area is attached hereto as **Exhibit "D"** and incorporated herein by reference.

**NOW THEREFORE, IT IS AGREED** that for and in consideration of this Agreement, the undersigned parties hereto, as the Owners of Parcels 1 and 2, agree as follows:

1. The brick driveway created within and upon the driveway easement area has been constructed by Leavitt Schiller LLC, currently the Owner of Parcel 1 and the Owner of Parcel 2, in substantial accordance with City of Chicago ordinances. Leavitt Schiller LLC has absorbed the initial construction of the said brick driveway upon and within the driveway easement area.
2. Subsequent to the construction of the brick driveway by Leavitt Schiller LLC, as aforesaid, hereafter the Owner of Parcel 2 (including its successors, assigns, purchasers, unit owners and/or tenants, as may be applicable) will be required to perform normal maintenance and repairs (as necessary) of and to the said brick driveway within the driveway easement area, and the costs therefor shall be borne by the Owner of Parcel 2 (including its successors, assigns, purchasers, unit owners and/or tenants, as may be applicable).
3. The Owner of Parcel 1 (including its successors, assigns, purchasers, unit owners and/or tenants, as may be applicable) grants to the Owner of Parcel 2 (including its successors, assigns, purchasers, unit owners and/or tenants, as may be applicable) reasonable access to the driveway easement area from, across and through Parcel 1 to Parcel 2 for the purposes of vehicular and pedestrian ingress and egress in and to the brick driveway within the driveway easement area.
4. If either the Owner of Parcel 1 or the Owner of Parcel 2, or their respective successors, assigns, purchasers, unit owners and/or tenants, as may be applicable, shall materially fail to comply herewith, and enforcement of this Agreement becomes necessary, the non-performing party shall: pay the performing party's reasonable attorneys fees and costs; and indemnify and hold the performing party harmless from all costs, liens or other encumbrances that the performing party incurs for the benefit of the non-performing party in the maintenance and/or repair (as necessary) of the brick driveway in the driveway easement area.
5. The Owner of Parcel 2 (including its successors, assigns, purchasers, unit owners and/or tenants, as may be applicable) agrees to reimburse the Owner of Parcel 1 (including its successors, assigns, purchasers, unit owners and/or tenants, as may be applicable) for any

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increase in the cost of any insurance premium to be incurred by the said Owner of Parcel 1 for the brick driveway situated within the driveway easement area. In the event that the Owner of Parcel advances the entire cost of the said premium, then it shall be entitled to be reimbursed by the Owner of Parcel 2 for the additional cost so incurred.

6. The easement from, across and through the condominium project to be developed upon Parcel 1 is for ingress and egress in and to and through the driveway easement area for the benefit of the dwelling unit owners and occupants (and invitees of said owners and occupants) of the townhome project to be developed upon Parcel 2 to provide them vehicular and pedestrian access to their garages to be located at the rear of the townhome units upon Parcel 2. The Owner of Parcel 2 is not authorized to allow storage, loading, or unloading on any part of the driveway easement area affecting Parcel 1, except: (a) as shall be reasonably necessary to maintain and/or repair the brick driveway; and (b) as shall be reasonably necessary to deliver and/or transport personal property.

7. Wherever in this Agreement the Owner of Parcel 1 is referenced, said reference shall be deemed to include its successors, assigns, purchasers, unit owners and/or tenants, as may be applicable, all of whom shall be deemed to have granted unto the Owner of Parcel 2 the quiet enjoyment of the driveway easement area.

8. Wherever in this Agreement the Owner of Parcel 2 is referenced, said reference shall be deemed to include its successors, assigns, purchasers, unit owners and/or tenants, as may be applicable, all of whom shall be entitled to the quiet enjoyment of the driveway easement area.

9. The parties agree to execute and record any additional documents reasonably necessary to effectuate the purposes contained herein, including but not limited to the requisite declarations as regards the condominium project and the townhome project.

10. This Agreement shall remain in full force and effect and shall be binding on the successors and/or assigns of the parties hereto. Nothing contained herein shall be deemed a gift or dedication to the general public or for any general public purposes.

11. This Agreement shall be appurtenant to and run with the land (as against both properties / both Parcels) and be recorded with the Office of the Cook County Recorder of Deeds. The rights set forth herein and the properties affected by and containing the driveway easement area may not be separately conveyed from the Parcels to which they are attached.

12. In the event that in the future the brick driveway is demolished and/or destroyed, and the then-owners of Parcel 2 fail or refuse [within 365 days thereafter] to reconstruct said brick driveway affecting both Parcels (as contemplated herein), then this Agreement shall be deemed to expire 366 days after said demolition/destruction, and shall thenceforth be of no further force and effect, unless the then-owners of both Parcels 1 and 2 enter into and record with the Cook County Recorder of Deeds an amendment to maintain, continue and extend this Agreement.





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Exhibit "B"

Plat of Survey for Parcel 2

[see attached hereto]

Property of Cook County Clerk's Office

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**OVERSIZE**

**EXHIBIT  
FORWARD  
TO BASEMENT  
FOR  
SCANNING**

**RECORDED DATE** \_\_\_\_\_

**CASHIER # / NAME** \_\_\_\_\_



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**Exhibit "D"**

legal description for driveway easement area

[see attached hereto]

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION FOR INGRESS & EGRESS EASEMENT AT  
1411-23 NORTH LEAVITT STREET, CHICAGO, ILLINOIS

THE SOUTH 142.00 FEET OF THE WEST 19.00 FEET OF THE EAST 88.00 FEET OF LOTS 25, 26, 27, 28, 29 AND 30, TAKEN AS A SINGLE TRACT, IN D.S. LEE'S ADDITION TO CHICAGO IN SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AND

THAT PART OF AFORESAID LOTS 29 AND 30 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 30 DISTANT 4.00 FEET FROM THE NORTHEAST CORNER THEREOF;

THENCE SOUTH ALONG THE SAID EAST LINE OF LOT 30, A DISTANCE OF 16.00 FEET;

THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 30 AND DISTANT 16.00 FEET SOUTH THERE FROM, A DISTANCE OF 53.66 FEET TO A POINT OF CURVE;

THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 16.00 FEET, AN ARC DISTANCE OF 21.39 FEET TO A POINT 69.00 FEET WESTERLY DISTANT FROM THE EAST LINE OF AFORESAID TRACT;

THENCE NORTH ALONG A LINE PARALLEL WITH AND 69.00 FEET WESTERLY DISTANT FROM THE SAID EAST LINE OF TRACT, A DISTANCE OF 32.50 FEET TO A POINT 4.00 FEET SOUTHERLY DISTANT FROM THE NORTH LINE OF AFORESAID LOT 30;

THENCE EAST ALONG A LINE PARALLEL WITH AND 4.00 FEET SOUTHERLY DISTANT FROM THE SAID NORTH LINE OF LOT 30, A DISTANCE OF 88.10 FEET TO THE POINT OF BEGINNING.