

~~DRIVEWAY AGREEMENT~~
UNOFFICIAL COPY

This Agreement made this 13th day of March, 1965 by and between Calvin M. Batz and Rosalind Batz, his wife, parties of the first part, A. Julian Nardi and Eileen Nardi, his wife, parties of the second part, and Eristo A. Calabrese and Anna Marie Calabrese, his wife, parties of the third part, Witnesseth:

Whereas, parties of the first part are the owners of the following described real estate: 484 Dundee Road, Palatine, IL

P.N. 02-02-408-031 02-02-408-075
The south 516 feet of the east 155.30 feet of the west 700.60 feet of the southwest 1/4 of the southeast 1/4 of Section 2, Township 42 North, Range 10 East of the 3rd P.M. in Cook County, Illinois.

And Whereas, parties of the second part are the owners of the following described real estate: 462 Dundee Road, Palatine, IL

P.N. 02-02-408-033
Beginning at a point on the south line of the southwest 1/4 of the southeast 1/4 of Section 2, Township 42 North, Range 10 East of the 3rd P.M. that is 390 feet east of the southwest corner thereof; thence north parallel with the west line of said southwest 1/4 of the southeast 1/4, 291.18 feet; thence east along a line forming a right angle with the last described line, 155.30 feet; thence south parallel with said west line of the southwest 1/4 of the southeast 1/4, 292.52 feet to the said south line of the southwest 1/4 of the southeast 1/4; thence west along the said south line of the southwest 1/4 of the southeast 1/4, 155.30 feet to the place of beginning, all in Cook County, Illinois

And Whereas, parties of the third part are contract purchasers of the following described real estate:

503 Diane Drive, Palatine PARCEL 1 P.N. 02-02-400-074
The east 310.60 feet of the west 700.60 feet of the south 1122.0 feet (except the east 155.30 feet of the south 561.0 feet) of the southwest 1/4 of the southeast 1/4 of Section 2, Township 42 North, Range 10 East of the 3rd P.M. in Cook County, Illinois (except that part beginning at a point on the south line of the southwest 1/4 of the southeast 1/4 of Section 2, Township 42 North, Range 10 East of the 3rd P.M., that is 390.0 feet east of the southwest corner thereof; thence north parallel with the west line of said southwest 1/4 of the southeast 1/4, 291.18 feet; thence east along a line forming a right angle with the last described line 155.30 feet; thence south parallel with said west line of the southwest 1/4 of the southeast 1/4, 292.52 feet to the south line of said southwest 1/4 of the southeast 1/4; thence west along said south line of the southwest 1/4 of the southeast 1/4 155.30 feet to the place of beginning, in Cook County, Illinois.

PARCEL 2
The north 40.68 feet of the south 561.0 feet of the east 155.30 feet of the west 700.60 feet of the southwest 1/4 of the southeast 1/4 of Section 2, Township 42 North, Range 10 East of the 3rd P.M. in Cook County, Illinois

And Whereas, the parties hereto, or their predecessors in title to the above described parcels of real estate have built and maintained a gravel driveway as follows:

A tract of land 10 feet in width, the center line of which is described as beginning at a point on the south line of the southwest 1/4 of the southeast 1/4 of Section 2, Township 42 North, Range 10 East of the 3rd P.M. that is 545.30 feet east of the southwest corner thereof, thence northerly parallel with the west line of said southwest 1/4 of the southeast 1/4, a distance of 516 feet, in Cook County, Illinois.

Whereas, the parties hereto in consideration of the sum of one and no/100 (\$1.00) dollar in hand paid each to the others, have agreed to the joint use of said gravel driveway.

Now, Therefore, in presence of said Agreement and for and in consideration of the sum of \$1.00 paid by each of the said parties to the others, receipt of which is hereby acknowledged and of the mutual covenants, agreements, conditions and stipulations therein contained, it is mutually covenanted, stipulated and agreed to by and between the parties hereto as follows:



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1. Parties of the third part hereby agree that they will not permit the use of said driveway or any extension thereof, to be used as a thoroughfare to and from the westerly end of Diane Drive in the Capri Village subdivision which lies easterly of the above described parcels of real estate.

2. The parties hereto mutually agree that said ^{DRIVEWAY} ~~roadway~~ will remain for the exclusive use of them, their ~~respective heirs, executors, administrators, tenants of Parties of the first part, and the children~~ ^{of the parties hereto.}

3. The three parties hereto agree that each shall assume and pay 1/3 of the cost of maintaining said driveway; Parties of the first part and Parties of the third part agree to assume and pay 1/2 of the cost of maintaining the bridge over the creek.

4. This Agreement has been executed in triplicate by the parties hereto and each executed copy shall be considered an original.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year as written above.

Parties of the First Part

Calvin
Resalind Bartz

Parties of the Second Part

A. Julian Nardi
Edna M. Nardi

Parties of the Third Part

Luigi Calabrese
Anna Calabrese

Property of Cook County Clerk's Office