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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 07/20/2007 02:39 PM Pg: 1 of 6

Doc#: 0718703032 Fee: \$32.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 07/08/2007 09:35 AM Pg: 1 of 5

This document was prepared by)
and after recording should be)
returned to:)
William P. Butcher)
2044 Ridge Road)
Homewood, Illinois 60430)

[THIS SPACE RESERVED FOR RECORDING PURPOSES]

**DECLARATION OF
RECIPROCAL EASEMENTS
FOR ACCESS AND DRIVEWAY**

THIS DECLARATION, made as of this 5 day of ^{JUNE} ~~May~~, 2007 by Great Lakes Bank, as Trustees of a Trust Agreement dated August 9, 1993 and known as Trust No. 93030, and by Kristie A. Novak and Robert F. Novak.

RECITALS

A. Great Lakes Bank, as Trustees of a Trust Agreement dated August 9, 1993 and known as Trust No. 93030 is the owner of Lots 1 and 2 in Arrivo's Resubdivision of Lot 1 in Schmidt's Resubdivision of Lots 13 and 14 in Block "A" in the Village of Hartford, otherwise Homewood, being a subdivision of the North East 1/4 of the South West 1/4 of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

B. Lot 1 (hereinafter parcel "A") and Lot 2 (hereinafter parcel "B") are currently improved with buildings commonly known as 18064 - 18102 Martin Avenue, Homewood, Illinois.

PIN # 29-31-310-016-0000 15

C. Kristie A. Novak and Robert F. Novak are the owners of Lot ~~5~~ in ~~2080's~~ ¹⁵ ~~Resubdivision of [unclear]~~ in Block "A" in the Village of Hartford, otherwise Homewood, being a subdivision of the North East 1/4 of the South West 1/4 of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

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D. Lot ~~3~~ (hereinafter parcel "C") is currently improved with a building commonly known as 18104 Martin Avenue, Homewood, Illinois.

PIN # 29-31-310-014-0000

E. The above parties wish to provide for reciprocal rights and easements for ingress and egress over Parcel C in favor of Parcels A and B and, similarly, over Parcel A and B in favor of Parcel C in order to enhance the respective commercial uses and values of each such Parcel.

* THIS DOCUMENT IS RE-RECORDED TO CORRECT ERRORS

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DECLARATION OF RECIPROCAL EASEMENTS

1. Incorporation of Recitals: The Recitals set forth above are hereby incorporated herein by reference.

2. Definitions

(a) "Access and Driveway Easement" shall mean the non-exclusive right, and easement exercisable in common with all others having like right, at all times hereafter, without fee or charge, to pass and re-pass, on foot or with vehicles of any description, over and along (i) the Joint Driveway (hereafter defined) and (ii) those portions of the Servient Parcels as may from time to time be paved and available for use by the invitees of the Servient Parcels for driveway purposes and such portions of said Servient Parcels as may constitute curb cuts through which vehicular access, ingress and egress to and from any adjacent public right of way may be obtained; provided, however that such rights may be exercised only for such purposes as are reasonably associated with or incidental to the lawful use of the Dominant Parcels.

(b) "Joint Driveway" shall mean that single driveway cut located partially on or adjacent to Parcel C and leading to the public right-of way known as Cherry Lane.

(c) "Regulatory Powers" means the right to prescribe such rules and regulations pertaining to the use and enjoyment of the Access and Driveway Easement as may be reasonably necessary or appropriate in order to maintain or improve the safety or convenience of that portion of the Servient Parcels impressed with such Access and Driveway Easement and/or to reduce the risk of personal injury or property damage on such Servient Parcels.

(d) "Alteration Rights" means the right to alter, expand or diminish the location of the areas on the said Servient Parcels impressed with such Access and Driveway Easement where same is reasonably necessary or appropriate in connection with:

- (i) The erection or expansion of any improvement on the said Servient Premises; or
- (ii) The exercise of any Regulatory Powers.

However, no such Alteration Rights shall be exercised so as to (a) relocate or obstruct the Joint Driveway or (b) effectively block, or unreasonably impair, the exercise of Access and Driveway Easement rights by the holders thereof between Parcel A and Parcel B.

(e) "Parcel A or B Permitted Users" shall mean Great Lakes Bank, as Trustees of a Trust Agreement dated August 9, 1993 and known as Trust No. 93030 and all subsequent owner(s) from time to time of Parcel A and/or Parcel B and their employees, servants, visitors, licensees, concessionaires, customers, tenants, grantees, successors and assigns.

(f) "Parcel C Permitted Users" shall mean Kristie A. Novak and Robert F. Novak and all subsequent owner(s) from time to time of Parcel C and their employees, servants, visitors, licensees, concessionaires, customers, tenants, grantees, successors and assigns.

(g) "Servient Parcels" means, when considered from the perspective of the party seeking to exercise

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easement rights, that Parcel burdened with the Access and Driveway Easement.

(h) "Dominant Parcels" means the parcel benefited by the said Access and Driveway Easement over the Servient Parcels, and along with the title to which Dominant Parcels said Easement rights shall run as appurtenant thereto.

FOR INGRESS AND EGRESS

3. Declaration of Easements over Parcels A and B: Great Lakes Bank, as Trustees of a Trust Agreement dated August 9, 1993 and known as Trust No. 93030 hereby ~~declares that there shall exist in favor of~~ **GRANTS TO** Kristie A. Novak and Robert F. Novak and all Parcel C Permitted Users an Access and Driveway Easement over the East 25 feet of the West 45 feet of Parcels A and B; subject, however, to the exercise by Great Lakes Bank, as Trustees of a Trust Agreement dated August 9, 1993 and known as Trust No. 93030 or their successors in title to said Parcels A and B of Regulatory Powers and Alteration Rights. However, nothing herein is intended to grant to the Parcel C Permitted Users any right to park on Parcels A or B.

GRANTS TO

4. Declaration of Easements over Parcel C: Kristie A. Novak and Robert F. Novak hereby ~~declares that there shall exist in favor of~~ Great Lakes Bank, as Trustees of a Trust Agreement dated August 9, 1993 and known as Trust No. 93030 and all Parcels A or B Permitted Users an Access and Driveway Easement over the East 25 feet of the West 45 feet of Parcel C; subject, however, to the exercise by Kristie A. Novak and Robert F. Novak, or their successors in title to said Parcel C of Regulatory Power and Alteration Rights. However, nothing herein is intended to grant to the Parcel A or B Permitted Users any right to park on Parcel C.

FOR INGRESS AND EGRESS

5. Appurtenant Nature of Easements: The Access and Driveway Easements created herein are to be held by the owner(s) of Parcel A and Parcel B and Parcel C and their respective successors, assigns, grantees and Permitted Users, as appurtenant to the Dominant Parcels, and shall run with said Dominant Parcels forever.

6. Repairs and Maintenance:

(a) Subject to subparagraph 6(b) below the owner of each Servient Parcels shall not be entitled to any payment in consideration of the use and enjoyment of the Easements created herein over said Servient Parcels. Instead, the owner of each Servient Parcels shall keep and maintain those portions of the Servient Parcels so impressed with the Access and Driveway Easement in reasonably good condition and repair and shall not suffer or permit the condition of same to deteriorate to such point that such deterioration materially detracts from the use and enjoyment of such easement rights by the holders thereof. **Notwithstanding the above, the owners of Dominant Parcels A and B will specifically agree to remove snow from those portions of the Servient Parcel C so impressed with the Access and Driveway Easement, during the time the property at Parcel C is owned by Kristie A. Novak and Robert F. Novak, or the survivor of them.**

(b) Notwithstanding the provisions of paragraph 6(a) above, the owner of the Dominant Parcels shall be responsible to pay or reimburse the owner of the Servient Parcels for the cost of repair of any damage to the Servient Parcels caused by the neglect, misuse or willful or wanton misconduct of said owner of the Dominant Parcels or by the Permitted Users of the easements on the Servient Parcel.

(c) Should the owner of any such Servient Parcel fail to keep same in the condition required in

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Paragraph 6(a) above, the owner of the Dominant Parcels shall have the right, but not the obligation to:


- (i) Enter upon such Servient Parcels and make such repairs as may be required to restore the portions thereof which are burdened with such easements to reasonably usable condition; and
- (ii) Obtain reimbursement from the owner of such Servient Parcel for the cost of such repairs so made plus interest thereon at the rate of fifteen percent (15%) per annum until paid; and
- (iii) File, maintain and enforce against the title to said Servient Parcel a mechanic's lien in the amount of the cost of such repairs plus interest in the amount aforesaid.

7. Compliance: The owner of each Dominant Parcels shall at all times use best efforts to cause its Permitted Users to comply with all of the provisions hereof and all subsequent rules and regulations arising from the exercise of any Regulatory Powers in connection with the use and enjoyment of the Access and Driveway Easement on the Servient Parcels, and shall reimburse the owner of such Servient Parcel for all costs and expenses (including reasonable attorney's fees) incurred by such owner in enforcing such provisions, rules and regulations in the event of a breach or default of same.

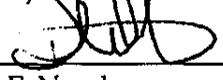
8. Indemnification. The owner of each Dominant Parcels (hereinafter the "Indemnitors") shall forever indemnify, defend and hold the owner of the Servient Parcel and said owner's heirs, successors, assigns and grantees (collectively hereinafter referred to as the "Indemnitees") harmless from and against any and all liability or expense (including reasonable attorney's fees) incurred by Indemnitees and arising out of or in connection with any claim, demand, suit or other action for any injury, loss or damage alleged to have occurred as a result of or arising in connection with the use or enjoyment by Indemnitor or Indemnitor's Permitted Users of the Access and Driveway Easement on the Servient Parcel.

9. Benefit: The covenants and provisions contained herein shall inure to the benefit of and be binding upon Great Lakes Bank, as Trustees of a Trust Agreement dated August 9, 1993 and known as Trust No. 93030, and by Kristie A. Novak and Robert F. Novak, their successors, assigns and grantees.

WHEREFORE, Great Lakes Bank, as Trustees of a Trust Agreement dated August 9, 1993 and known as Trust No. 93030, and Kristie A. Novak and Robert F. Novak have executed this Declaration on the date first written above.

BY: 
Great Lakes Bank, as Trustees of a Trust Agreement dated August 9, 1993 and known as Trust No. 93030


Kristie A. Novak


Robert F. Novak

Executed and delivered by the Great Lakes Trust Company, N.A. not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the understandings and agreements herein made are made and intended not as personal understandings and agreements of the trustee, or for the purpose of binding the trustee personally, but executed and delivered by the trustee solely in the exercise of the powers conferred upon it as such trustee, and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against the trustee on account hereof, or on account of any undertaking or agreement herein contained, either expressed or implied, all such responsibility, if any, being hereby expressly waived and released by all other parties herein, and those claiming through, or under them.

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THE STATE OF ILLINOIS §

COUNTY OF COOK §

This instrument was acknowledged before me on the 5th day of JUNE, 2007,
by KRISTIE A. NOVAK AND ROBERT F. NOVAK

William P. Butcher
Notary Public - State of _____
Printed Name of Notary:
WILLIAM P. BUTCHER
My Commission Expires:
1-17-2010



THE STATE OF ILLINOIS §

COUNTY OF COOK §

This instrument was acknowledged before me on the 5th day of JUNE, 2007,
by Franklin Sellers, Vice President Trust Office

Deborah M. Derkay
Notary Public - State of ILLINOIS
Printed Name of Notary:
DEBORAH M. DERKAY
My Commission Expires:
5/17/10

THE STATE OF ILLINOIS §

COUNTY OF COOK §

This instrument was acknowledged before me on the _____ day of _____, 2007,
by _____

Notary Public - State of _____
Printed Name of Notary:

My Commission Expires:
