

# UNOFFICIAL COPY



Doc#: 0729822147 Fee: \$38.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/25/2007 03:16 PM Pg: 1 of 8

**THIS INSTRUMENT PREPARED  
BY AND RETURN TO:**  
David J. O'Keefe  
**Schain, Burney, Ross & Citron, Ltd.**  
222 North LaSalle Street  
Suite 1910  
Chicago, Illinois 60601

## DECLARATION OF DRIVEWAY EASEMENT

THIS **DECLARATION OF DRIVEWAY EASEMENT** ("Declaration") is made as of the 23rd day of October, 2007 by **BRIDGEVIEW BANK GROUP, not personally but as Trustee under Trust Agreement dated May 10, 2006 and known as Trust No. 1-3239** (hereinafter referred to as "Declarant").

### WITNESSETH:

**WHEREAS**, as of the date of this Agreement, Declarant is the owner of record of those certain five parcels of land (each a "Lot" and collectively the "Property") legally described on Exhibit "A" attached hereto and incorporated by this reference herein; and

**WHEREAS**, Declarant desires to make and execute this Declaration for the purposes herein set forth.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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1. **Declaration of Easement.** Declarant hereby declares and establishes, for the benefit of the current and future owners of Lots (individually an "Owner" and collectively "Owners") and their guests and invitees only, subject to the limitations set forth herein, upon that portion of the Property legally described on Exhibit "B" (the "Easement Parcel"), a perpetual and non-exclusive easement to construct, maintain and repair from time to time a driveway across, along and upon the surface of the Easement Parcel, together with the right to enter upon the Easement Parcel for all of said purposes and the right to utilize such driveway for access to the Lots. In addition, Declarant hereby declares and establishes a temporary construction easement within ten (10) feet on the east side of the Easement Parcel for the purposes of the construction, repair, maintenance, replacement or removal of the driveway to be constructed within the Easement Parcel. Any party undertaking the construction, repair, maintenance, replacement or removal of the driveway shall perform same as expeditiously as possible so as to minimize interference with the use of the Property by Declarant, and each such party or parties shall restore the Easement Parcel to a condition as good as or better than that which existed prior to such construction, repair, maintenance, replacement or removal.

2. **Reservations by Declarant.** Declarant hereby reserves the right to use the Easement Parcel for any purpose whatsoever, other than construction of above-ground or surface improvements, so long as such use does not substantially interfere with any party's right to use the easement as contemplated herein.

3. **Use of Easement Areas.** Each Owner (and such Owner's guests and invitees only) will have the right of ingress and egress across the Easement Parcel for the purpose of ingress and egress to their respective Lots only, which rights shall be

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exercised in a reasonable manner. Notwithstanding anything to the contrary herein contained, each Owner's rights hereunder (and the rights of each such Owner's guests and invitees) shall extend only to the north Property line of each such Owner's Lot. In no event shall the easement rights afforded hereunder benefit any real property other than the Lots. No permanent buildings or other structures shall be placed on the surface of the Easement Parcel.

4. **Maintenance And Ratio Requirements.** Each Owner covenants to construct, keep and maintain, at its sole cost and expense, that portion of the driveway located from time to time on its respective Lot in good order, condition and repair. In the event of any damage to or destruction of such improvements due to casualty, the Owner of such Lot shall, at its sole cost and expense, maintain the improvements on such Lot in a safe condition, including but not limited to the removal of any hazardous debris, as required pursuant to local ordinances and any covenants of record. In the event the Owners elect to coordinate the construction, repair or maintenance of the driveway, each Owner of a Lot shall be liable for the costs thereof in an amount equal to one-fifth of the total costs thereof.

5. **Default.** If there is a failure by any Owner to perform, fulfill or observe any agreement contained within this Easement Agreement required to be performed, fulfilled or observed by such Owner, continuing for thirty (30) days, any other Owner may, at such Owner's election, cure such failure or breach on behalf of the defaulting Owner. Any amount which such Owner shall expend for such purpose shall be paid to the Owner to whom due on demand, without contest, upon delivery of its invoice, together with interest at the rate of ten percent (10%) per annum to the date of payment in full. The provisions of this paragraph shall be in all respects subject and subordinate

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to the lien of any mortgages or deeds of trust at any time or from time to time on the Lot of the defaulting Owner and the rights of the holder or holders of any mortgages or deeds of trust.

6. **Easements Run with the Land.** The easement and rights described herein are appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon any Owner, purchaser, mortgagee or any other person having an interest in any Lot, the Easement Parcel, or any part of portion thereof.

7. **Unenforceability.** If any covenant or provision contained herein is held for any reason to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

8. **Headings.** The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may not be considered in interpreting the provisions of this Declaration.

**IN WITNESS WHEREOF**, Declarant has executed this Declaration as of the date written above.

**BRIDGEVIEW BANK GROUP**, not personally but as Trustee as aforesaid

All representations and undertakings of BRIDGEVIEW BANK GROUP as Trustee as aforesaid and not individually are those of its beneficiaries only and no liability is assumed by or shall be asserted against the BRIDGEVIEW BANK GROUP personally as a result of the signing of this instrument.

By: John C. Liveusparger  
Name: John C. Liveusparger  
Its: Vice President

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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, JEANNINE D JOHNSON, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN C. LINENBACHER of **BRIDGEVIEW BANK GROUP**, not personally but as Trustee as aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing Declaration of Driveway Easement, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 24th day of October, 2007.



Jeannine D Johnson  
Notary Public

Notary of Cook County Clerk's Office

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF PROPERTY

#### **LOT A**

THE SOUTH 28.00 FEET OF LOT 1 (MEASURED PERPENDICULAR TO THE SOUTH LINE), (EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT FOR A DISTANCE OF 131.03 FEET; THENCE EASTERLY PERPENDICULAR TO THE WEST LINE OF LOT 1 AFORESAID FOR A DISTANCE OF 14.79 FEET; THENCE SOUTHEASTERLY 131.91 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS) IN THE SUBDIVISION OF LOTS 2 AND 3 AND ACCRETIONS IN LAKE FRONT ADDITION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF WEST BOUNDARY LINE OF LINCOLN PARK, ACCORDING THE PLAT THEREOF RECORDED SEPTEMBER 6, 1912 AS DOCUMENT 5038117.

#### **LOT B**

THE NORTH 28.00 FEET OF THE SOUTH 56.00 FEET OF LOT 1 (MEASURED PERPENDICULAR TO THE SOUTH LINE), (EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT FOR A DISTANCE OF 131.08 FEET; THENCE EASTERLY PERPENDICULAR TO THE WEST LINE OF LOT 1 AFORESAID FOR A DISTANCE OF 14.79 FEET; THENCE SOUTHEASTERLY 131.91 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS) IN THE SUBDIVISION OF LOTS 2 AND 3 AND ACCRETIONS IN LAKE FRONT ADDITION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF WEST BOUNDARY LINE OF LINCOLN PARK, ACCORDING THE PLAT THEREOF RECORDED SEPTEMBER 6, 1912 AS DOCUMENT 5038117.

#### **LOT C**

THE NORTH 28.00 FEET OF THE SOUTH 84.00 FEET OF LOT 1 (MEASURED PERPENDICULAR TO THE SOUTH LINE), (EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT FOR A DISTANCE OF 131.08 FEET; THENCE EASTERLY PERPENDICULAR TO THE WEST LINE OF LOT 1 AFORESAID FOR A DISTANCE OF 14.79 FEET; THENCE SOUTHEASTERLY 131.91 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS) IN THE SUBDIVISION OF LOTS 2 AND 3 AND ACCRETIONS IN LAKE FRONT ADDITION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF WEST BOUNDARY LINE OF LINCOLN PARK,

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ACCORDING THE PLAT THEREOF RECORDED SEPTEMBER 6, 1912 AS DOCUMENT 5038117.

## LOT D

THAT PART OF LOT 1 IN THE SUBDIVISION OF LOTS 2 AND 3 AND ACCRETIONS IN LAKE FRONT ADDITION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF WEST BOUNDARY LINE OF LINCOLN PARK, ACCORDING THE PLAT THEREOF RECORDED SEPTEMBER 6, 1912 AS DOCUMENT 5038117 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, THENCE NORTH 07°23'44" WEST FOR A DISTANCE OF 34.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 07°23'44" WEST FOR A DISTANCE OF 47.14 FEET; THENCE SOUTH 76°10'00" WEST PERPENDICULAR TO THE WEST LINE OF LOT 1 AFORESAID FOR A DISTANCE OF 14.79 FEET; THENCE NORTH 13°50'00" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 13.32 FEET; THENCE SOUTH 89°39'00" EAST FOR A DISTANCE OF 55.81 FEET; THENCE SOUTH 00°17'42" WEST FOR A DISTANCE OF 28.00 FEET TO A POINT ON A LINE 112.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 1 AFORESAID; THENCE NORTH 89°39'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 151.23 FEET TO A POINT ON THE WEST LINE OF THE WEST BOUNDARY LINE OF LINCOLN PARK AFORESAID; THENCE SOUTH 13°15'00" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 28.88 FEET TO A LINE 84.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 1 AFORESAID; THENCE NORTH 89°39'00" WEST ALONG SAID PARALLEL LINE 190.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## LOT E

THAT PART OF LOT 1 IN THE SUBDIVISION OF LOTS 2 AND 3 AND ACCRETIONS IN LAKE FRONT ADDITION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST BOUNDARY LINE OF LINCOLN PARK, ACCORDING TO PLAT THEREOF RECORDED SEPTEMBER 6, 1912 AS DOCUMENT 5038117; COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 18°42'51" EAST, ALONG SAID WEST BOUNDARY LINE OF LINCOLN PARK, 103.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 18°42'51" EAST ALONG SAID WEST BOUNDARY LINE, 2.84 FEET; THENCE SOUTH 17°10'59" EAST, ALONG SAID WEST BOUNDARY LINE, 104.87 FEET; THENCE SOUTH 13°50'00" EAST, ALONG SAID WEST BOUNDARY LINE, 39.09 FEET; THENCE NORTH 89°39'00" WEST, 151.23 FEET, ALONG THE NORTH LINE OF THE SOUTH 112.00 FEET OF SAID LOT 1; THENCE NORTH 00°17'42" EAST, 140.58 FEET; THENCE SOUTH 89°39'00" EAST, 109.27 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

P.I.N.: (PART OF) 14-20-202-023-0000

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## EXHIBIT "B"

### LEGAL DESCRIPTION OF EASEMENT PARCEL

THAT PART OF LOT 1 IN THE SUBDIVISION OF LOTS 2 AND 3 AND ACCRETIONS IN LAKE FRONT ADDITION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST BOUNDARY LINE OF LINCOLN PARK, ACCORDING TO PLAT THEREOF RECORDED SEPTEMBER 6, 1912 AS DOCUMENT 5038117, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 1 WITH THE WEST BOUNDARY LINE OF LINCOLN PARK AFORESAID; THENCE SOUTH 18°42'51" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 103.07 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 18°42'51" EAST, ALONG SAID WEST LINE FOR DISTANCE OF 2.84 FEET; THENCE SOUTH 17°10'59" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 104.87 FEET; THENCE SOUTH 13°50'00" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 39.09 FEET TO A LINE 112.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89°39'00" WEST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 151.23 FEET; THENCE NORTH 00°17'42" EAST FOR DISTANCE OF 140.58 FEET; THENCE SOUTH 89°39'00" EAST FOR A DISTANCE OF 109.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Cook County Clerk's Office