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SHARED DRIVEWAY AND GARAGE AGREEMENT

THIS AGREEMENT made on this 7th day of January, 2013 by and between Paul J. Jennings and Jane M. Jennings, of 173 Country Club Road, Chicago Heights, Illinois 60411 (hereinafter referred to as "Jennings") and Keith S. Parise of 177 Country Club Road, Chicago Heights, Illinois 60411 (hereinafter referred to as "Parise").

WITNESSETH:

WHEREAS, Jennings is the fee simple owner of that certain real estate located at 173 Country Club Road, Chicago Heights, Illinois, which is legally described as follows and hereinafter referred to as "Parcel 1":

LOT 13 (EXCEPT THE NORTH 41 FEET THEREOF) IN THE SUBDIVISION OF BLOCK 3 IN EDGEWOOD PARK ADDITION TO CHICAGO HEIGHTS, BEING A SUBDIVISION IN THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #32-20-104-088-0000

WHEREAS, Parise is the fee simple owner of that certain real estate located at 177 Country Club Road, Chicago Heights, Illinois 60411, which is legally described as follows and hereinafter referred to as "Parcel 2":

LOT 14 IN THE SUBDIVISION OF BLOCK 3 IN EDGEWOOD PARK ADDITION TO CHICAGO HEIGHTS, ILLINOIS BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #32-20-104-007-0000

WHEREAS, Parcel 1 is presently improved with a building used for residential purposes, and Parcel 2 is presently improved with a building used for residential purposes; and

WHEREAS, Parcel 1 and Parcel 2 are each improved by a certain asphalt driveway (hereinafter "Party Driveway"), which is approximately 160 feet in length, and which is located over and upon the east lot line of Parcel 2 and the west lot line of Parcel 1; and

WHEREAS, the Party Driveway is currently being used by the owners of both parcels in part to provide ingress and egress over and across the lot line between Parcel 1 and Parcel 2 to access a shared garage located behind the residences on both parcels as shown and exhibited in the survey attached hereto;

WHEREAS, the owners of both parcels share a common garage with each owner using the half of the garage which is on their respective parcel; and



Doc#: 1300757193 Fee: \$72.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/07/2013 04:09 PM Pg: 1 of 5

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WHEREAS, Jennings and Parise each desire to grant to and acquire from the other the reciprocal easements and rights to use, enjoy and maintain the Shared Driveway and Garage and that portion thereof which is owned by the other.

NOW THEREFORE, in consideration of the sum of \$10.00 and other valuable considerations, the receipt and adequacy of which are hereby acknowledged, including the covenants and mutual agreements herein contained, the parties covenant and agree for themselves and their heirs, successors and assigns, as follows:

1. Grant of Easement. (a) If and to the extent that all or any portion of the Party Driveway is located on Parcel 1 and is, therefore, the property of Jennings, or if Jennings has any right, title or interest of any kind, nature or description whatsoever in all or any portion of the Party Driveway, Jennings hereby grants, conveys and sets over to Parise, for himself, his beneficial owners, successors and assigns as an easement appurtenant to Parcel 2, a non-exclusive perpetual access easement for ingress and egress (both pedestrian and vehicular) in, over and across that portion of the Party Driveway situated on Parcel 1, likewise for ingress and egress, is expressly reserved by Jennings for themselves and their successors and assigns.

(b) If and to the extent that all or any portion of the Party Driveway is located on Parcel 2 and is, therefore, the property of Parise, or if Parise has any right, title or interest of any kind, nature or description whatsoever in all or any portion of the Party Driveway, Parise hereby grants, conveys, and sets over to Jennings for themselves and their successors and assigns as an easement appurtenant to Parcel 1, a non-exclusive perpetual access easement for ingress and egress (both pedestrian and vehicular) in, over and across that portion of the Party Driveway situated on Parcel 2. Furthermore, the right to use and enjoy that portion of the Party Driveway situated on Parcel 2, likewise for ingress and egress, is expressly reserved by Parise himself, its beneficial owners, successors and assigns.

2. Non-Exclusive Grants. The easements and rights herein respectively granted to each party shall be non-exclusive and shall be co-equal and complimentary to the identical easements and rights granted to the other party.

3. Maintenance and Repair of the Party Driveway and Garage. (a) Each party shall be equally responsible for the maintenance, upkeep, repair and replacement of the Party Driveway and for any and all reasonable expenses incurred by either party as the result of the use or enjoyment of the Party Driveway or as the result of this Party Driveway Agreement; however,

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notwithstanding the foregoing, any expenses incurred as the result of the negligence or the intentional act or omission of either party shall be the sole and exclusive responsibility of such party.

(b) In the event of damage or destruction of the Party Driveway from any cause, other than the negligence or the intentional act or omission of either party, the parties shall, at joint expense, repair or replace the Party Driveway, and each party and their successors and assigns shall have the right to the full use and enjoyment of the Party Driveway so repaired or replaced. If either party's negligence or intentional act or omission shall cause damage to or destruction of the Party Driveway, then such party shall bear the entire cost of repair or replacement. If either party shall neglect or refuse to pay for its respective share, or all of such costs in the case of negligence or an intentional act or omission, then the other non-defaulting party may have the Party Driveway repaired or replaced, and such non-defaulting party shall be entitled to have the cost of repair or replacement immediately reimbursed by the defaulting party. If the non-defaulting party files suit against the defaulting party for such reimbursement, then the non-defaulting party shall also be entitled to recoup from the defaulting party a reasonable attorney's fees and costs which it incurs in the said suit.

(c) The parties agree that the Party Driveway shall at all times remain in substantially the same location as where it is now situated. Either party may add to or extend the Party Driveway by no more than three (3) feet in any direction from where the Party Driveway currently is situated, and party making such addition or extension shall bear the sole costs of same. Each party and their successors and assigns shall have the right to the full use and enjoyment of the Party Driveway so added to or extended.

(d) Likewise, the shared garage shall be maintained equally and jointly by both parties including, but not limited to roof repairs, painting, tuck-pointing, electrical service concrete maintenance and any other necessary or routine repairs.

4. Easement Grants To Run With The Land. The easements, rights and interests herein granted shall be perpetual and shall be a covenant running with the land and shall be binding upon the inure to the benefit of the parties hereto, their respective heirs, beneficial owners, successors, assigns, tenants and personal representatives. However, nothing herein contained shall be construed as a conveyance by either party of such party's rights or interests in the fee of the land upon which the Party Driveway shall be located.

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5. Miscellaneous. (a) Either party may enforce this instrument by appropriate action and should such party prevail in said litigation, then such party shall recover as part of his costs reasonable attorney's fees.

(b) The parties hereto agree that this Agreement shall be properly recorded with the Cook County Recorder of Deeds office, and the recording fee shall be paid by Parise.

(c) Neither party hereto shall unreasonably interfere with the other party's right to use and enjoy the Party Driveway.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Accepted:

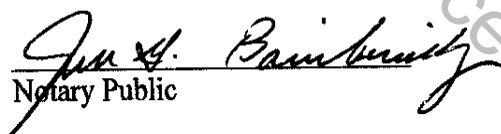

PAUL J. JENNINGS


JANE M. JENNINGS

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

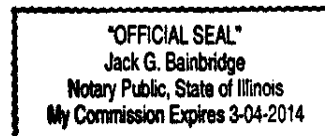
I, the undersigned, being a Notary Public in and for said County and State aforesaid, do hereby certify that PAUL J. JENNINGS and JANE M. JENNINGS personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 7th day of January, 2013.


Notary Public

Accepted:


KEITH S. PARISE



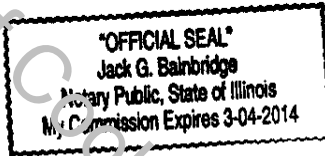
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, being a Notary Public in and for said County and State aforesaid, do hereby certify that KEITH S. PARISE personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 7th day of January, 2013.

Jack G. Bainbridge
Notary Public



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