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400 15957 1/2

Cook COUNTY



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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/17/2015 12:48 PM Pg: 1 of 10

GT (4-15)

TYPE OF DOCUMENT:

Cross-Access and Shared  
Driveway Easement Agreement

Greater Illinois Title  
300 E. Roosevelt Road  
Wheaton, IL 60187

Property of Cook County Clerk's Office

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40015957

## CROSS-ACCESS AND SHARED DRIVEWAY EASEMENT AGREEMENT

THIS CROSS-ACCESS AND SHARED DRIVEWAY EASEMENT AGREEMENT (the "Agreement") is dated this \_\_\_\_\_ day of January 23, 2015, by Nancy Ann V Nelson, Bruce Nelson and Karen Nelson (hereinafter referred to as "**Owner 1**") and Eulailo Vargas (hereinafter referred to as "**Owner 2**").

Owner 1 and Owner 2 are sometimes referred to generally as "**Owner.**"

### RECITALS

A. Owner 1 is the fee title holder of that parcel of real estate which is legally described on Exhibit "A," attached hereto and made a part hereof ("**Parcel A**").

B. Owner 2 is the fee title holder of that parcel of real estate which is legally described on Exhibit "B," attached hereto and made a part hereof ("**Parcel B**", Parcel A and Parcel B are referred to collectively as the "**Parcels**" and individually as a "**Parcel**").

E. Parcel A and Parcel B are adjacent to each other and share a common boundary line.

F. The parties contemplate that Owner 1 will construct a shared driveway ("**Shared Driveway**") along the southern line of Parcel A and the northern line of Parcel B to allow vehicular ingress and egress to and from said Parcels

prepared by: Bruce Nelson

Mail to: Bruce Nelson, 6126 West 83rd Street, Burbank, IL 60459

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G. Furthermore, the parties contemplate establishing a cross-access area between the Parcels in the location of the Shared Driveway and Owner 2 also desires to grant to Owner 1 all other easements, including, but not limited to, utility easements, required in connection with Owner 1's intended development on Parcel A and depicted on the Plat of Easement (collectively, the "Ancillary Easements").

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereby covenant and agree as follows:

## AGREEMENTS

1. Temporary Construction Easement. Owner 2 hereby grants Owner 1, its agents, employees and independent contractors, a temporary construction easement in, over and upon Parcel B to construct the Shared Driveway, cross access area and the Ancillary Easements, as shown on the Plat of Easement as "10' Temporary Construction Easement". This temporary construction easement shall terminate upon the completion of the construction of the Shared Driveway. All such construction shall be performed at Owner 1's direction and with contractors selected by Owner 1.
2. Grant of Public Access Easement. Owner 1 and Owner 2 grant to each other, their successors, assigns, tenants, visitors, employees and licensees, and to the general public, a non-exclusive and perpetual easement to use for driving, vehicular and pedestrian ingress and egress (including maintenance, repair and reconstruction) in, over and upon the Shared Driveway.
3. Cross Access Area and Ancillary Easements. Owner 1 and Owner 2 grant to each other, their successors, assigns, tenants, visitors, employees and licensees, and to the general public, an easement for vehicular and pedestrian cross-access through and across the driveway aisles located on each Parcel for the purpose of cross-access to and from such Parcel and to and from each Parcel.
4. Ancillary Easements. Owner 2 hereby grants to Owner 1, its successors, assigns, tenants, visitors, employees and licensees the right and easement to use the Ancillary Easements in connection with Owner 1's intended development on Parcel A.
5. No Obstructions. Each Owner agrees not to erect any curb or other barrier at either the Shared Driveway, cross access area or Ancillary Easements that would impair or block the vehicular or pedestrian access between the Parcels as set forth herein.
6. Non-interference. The easements granted herein are non-exclusive and perpetual and each Owner reserves the right to use its Parcel for all purposes that shall not (a) unreasonably interfere with the other Owner's use thereof or (b) unreasonably interfere with the general public's use of the public access easement.

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7. **Maintenance.** The Owners each agree to maintain, at their sole cost and expense, respectively, the Shared Driveway and cross access area which lie upon their respective Parcels. This maintenance obligation shall expressly include but not be limited to cleaning, repairing and snow removal. Maintenance and repairs of the Driveway shall be undertaken upon agreement of the Owners of the Parcels or upon unanimous approval of the Owners, except that in the event of an emergency, any Owner may cause the emergency repairs to be undertaken. Each Owner shall contribute such Owner's share of the maintenance costs within ten (10) days after written notice from any other Owner. If any Owner shall fail to pay such Owner's share within thirty (30) days after billing, such amount shall bear interest from the due date at the rate of twelve percent (12%) per annum. In the event of damage to the Shared Driveway because of the negligence of any Owner, or such Owner's agents, invitees or contractors, or due to construction or repair work performed on behalf of any Owner, such Owner shall be solely responsible for repairing the damage. Owner 2 and Parcel B shall have no monetary responsibility or obligations under this Section 7 until a building permit is issued for improvements to be constructed on Parcel B. Notwithstanding anything to the contrary herein, until such time as a building permit is issued for improvements to be constructed on Parcel B, Owner 1 shall be solely responsible for the Owners' obligations under this Section 7.

8. **Insurance.** The Owners each agree to maintain liability insurance with respect to any personal or property damage claims arising from the use of its respective Shared Driveway, cross access area and Ancillary Easements, in such amounts as shall from time to time be mutually agreed to by the parties. All insurance carried by each Owner as required by this Section 8 shall name the other Owner, any mortgagee of such Owner and the Village of (the "Village") as an additional insured. Such insurance shall provide that the coverage cannot be canceled except after thirty (30) days written notice to such owner, mortgagee or the Village. Each Owner shall deliver a certificate of insurance to the other Owner and the Village evidencing the insurance required by this Section 8.

9. **Indemnity.** Each Owner shall forever defend, indemnify and hold the other Owner harmless from and against any and all claims, losses or liabilities arising out of or in any way connected with that Owner's use of the easements created by this Agreement, including but not limited to reasonable attorney's fees and costs.

10. **No Dedication.** The public access easement granted herein shall not be deemed to be a gift or dedication in fee simple of any portion of Parcel A or Parcel B as a public street. Nothing herein shall be construed to create a publically dedicated street, provide the Village with the obligation to repair or maintain the Shared Driveway or permit the Village to grant any license or easement to a third party over the Shared Driveway for any purpose whatsoever.

11. **Taxes and Liens.** Owner 1 and Owner 2 shall, at their sole cost and expense, (a) pay all real estate taxes assessed on their respective Parcels when due and payable and (b) promptly discharge any mechanics', materialmen's or other similar lien recorded against their respective Parcel (provided that each Owner shall have the right to contest the amount or validity of any such lien). Neither Owner 1 nor Owner 2 shall permit any lien or encumbrance to attach to its respective Parcels for unpaid real estate taxes not paid when due and payable.

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12. Default. In the event of the occurrence by either Owner 1 or Owner 2 of a material default in the performance of its obligations hereunder, the non-defaulting party, after providing a 30-day written notice and cure period to the defaulting party, shall be entitled to all its rights and remedies at law or in equity, including the right to reasonable attorney's fees and costs.

13. Successors and Assigns. The terms and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective grantees, invitees, licensees, successors and assigns and shall inure to the benefit of the general public with regard to the public access easement granted in Section 2, above.

14. Amendments and Counterparts. This Agreement may be amended, modified or terminated at any time by an agreement in writing, executed and acknowledged by Owner 1 and Owner 2, their successors or assigns, except as set forth in Section 15, below. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

15. Village as Third-Party Beneficiary. The Village is an intended third party beneficiary of this Agreement, and the Owners hereby expressly agree that any amendment to this Agreement that effects the rights of the general public for public access and cross access granted herein shall not be effective unless and until same is consented to by the Village in writing. The Village shall be entitled to all rights and remedies at law or in equity, including the right to reasonable attorney's fees and costs, to enforce the rights granted to the general public herein and the Owners agree and acknowledge that the Village shall have standing to enforce such rights of the general public relative to the public access easement. Provided, however, at such time as the Village shall determine, in its reasonable discretion, the precise location of the Shared Driveway to be extended easterly beyond the proposed paved area as shown on the Site Plan, after taking into account the plans of the Village and Cook County, the Owners and the Village shall vacate those portions of the public access easement depicted on the Plat of Easement which are not planned for and will not be improved as a public access drive.

16. Notices. Any notice under this Agreement shall be in writing and shall be effective when actually delivered, or if mailed, on the second day after placement with the U.S. Postal Service, postage prepaid. Mail shall be directed to the mail address of each owner of record of each Parcel or portion thereof in question if a building has been constructed on such Parcel, or if no building has been constructed on such Parcel, to the address of the owner of record of each Parcel or portion thereof at the address for tax statements as shown on the real property tax records of the Cook County Assessor's office, or such other address as the Owner may specify by written notice to the other Owners. The initial address for notice to the Owners is:

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(a) If to Owner 1:

With a copy to:

(b) If to Owner 2:

(c)

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[signatures on following page]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

**Owner 1:**

By: *Nancy Ann V. Nelson*

Name: Nancy Ann V Nelson

By: *Bruce Nelson*

Name: Bruce Nelson

By: *Karen Nelson*

Name: Karen Nelson

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**OWNER 2:**

By: *E. VARGAS*

Name: Eulailo Vargas

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## ACKNOWLEDGMENT

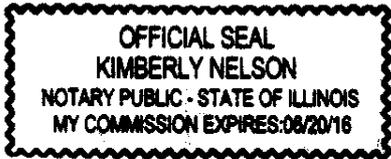
STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

\* Nancy Ann V. Nelson, Bruce Nelson  
and Karen Nelson

I, Kimberly Nelson, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT \*, as \_\_\_\_\_, 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/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of \*, for the uses and purposes set forth therein.

2015 GIVEN under my hand and notarial seal this 28<sup>th</sup> day of January

Kimberly Nelson  
Notary Public



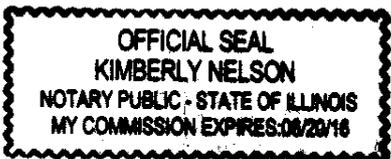
## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, Kimberly Nelson, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Eulaido Vargas, as \_\_\_\_\_ of \_\_\_\_\_, 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/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of Eulaido Vargas for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 28<sup>th</sup> day of January, 2015

Kimberly Nelson  
Notary Public



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## EXHIBIT A

LOT 159 IN ELMORE'S PARKSIDE GARDENS 1ST ADDITION BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN REFERENCE BEING HAD TO PLAT THEREOF RECORDED DECEMBER 22, 1925 AS DOCUMENT 9131884 IN COOK COUNTY, ILLINOIS

Property address: 6126 West 83rd Street, Burbank, IL 60459  
Tax Number: 19-32-119-013

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## Exhibit B

### Legal Description of Parcel B

LOT 158 IN ELMORE'S PARKSIDE GARDENS FIRST ADDITION, BEING A SUBDIVISION IN NORTH ½ OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT RECORDED DECEMBER 1925 AS DOCUMENT NUMBER 9131884, IN COOK COUNTY, ILLINOIS.

C1E1a 6130 W. 83<sup>rd</sup> Street, Burbank, IL 60459

19-32-19-012-0000

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