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Doc#: 1512718064 Fee: \$46.00

RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 05/07/2015 03:03 PM Pg: 1 of 5

AGREEMENT BETWEEN ADJOINING OWNERS CREATING EASEMENT FOR COMMON DRIVEWAY

Agreement made on the ^{April} ~~17~~ day of March, 2015, between John Brehm and Catherine Slighton (collectively, "Brehm & Slighton") of 5630 S. Blackstone, Chicago, Illinois, 60637; and Dipankar Dasgupta and Kathleen Dasgupta (collectively, "Dasguptas" or "the Dasguptas") of 5632 S. Blackstone, Chicago, Illinois, 60637.

Brehm & Slighton and the Dasguptas recite and declare as follows:

- A. WHEREAS, The Parties have a fee simple title in adjoining parcels of real estate situated in the City of Chicago, County of Cook, State of Illinois, and described, respectively, as follows:

Parcel A (owned by Brehm & Slighton):

Lot 3 and the private alley west and adjoining said lot 3 and the north 1/2 of the private alley south and adjoining said lot 3 and south line of lot 3 extended west 4 feet to the west line of private alley in Norton's Subdivision of lots 6, 7 and 8 in block 65 in Hyde Park in the northeast 1/4 of section 14, township 38 north, range 14 east of the third principal meridian, in Cook County, Illinois.

P.I.N. 20-14-210-023-0000

commonly known as 5630 South Blackstone Avenue, Chicago, Illinois, and

Parcel B (owned by the Dasguptas):

Lot 4 and the private alley west and adjoining said lot 4 and the south 1/2 of the private alley north and adjoining said lot 4, extended west 4.00 feet to the west line of private alley in Norton's Subdivision of lots 6, 7, and 8 in block 65 in Hyde

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Park, in the northeast 1/4 of section 14, township 38 north, range 14, east of the third principal meridian, in Cook County, Illinois.

P.I.N. 20-14-210-024-0000

commonly known as 5632 South Blackstone Avenue, Chicago, Illinois.

- B. WHEREAS, the parties desire to create and improve a common driveway between the above-described adjoining parcels of real estate owned by them for the benefit of each of them.

NOW THEREFORE, in consideration of the above recitals and the terms and covenants of this Agreement, the parties agree as follows:

1. **Mutual Easements.** Dasguptas, as owner of Parcel B, hereby Grant to Brehm & Slighton, as owners of Parcel A, a perpetual easement appurtenant over and across the North 4.0 feet of the East 126.0 feet of said Parcel, for driveway purposes; and Brehm & Slighton, as owner of the Parcel A, hereby Grant to Dasguptas, as owner of Parcel B, a perpetual easement appurtenant over and across the South 4.0 feet of the East 126.0 feet of said Parcel, for driveway purposes. The real estate aforesaid is more particularly shown on a Plat of Easement prepared by Wayne W. Donofrie, an Illinois Professional Land Surveyor, dated October 30, 2014, a copy of which is attached hereto as Exhibit A.
2. **Obstructions.** The parties shall not obstruct, impede, or interfere, either with the other, in the reasonable use of such easements for the purposes agreed to.
3. **Maintenance.** The parties agree to maintain the driveway in proper working order, and the parties shall share all costs of necessary maintenance of the driveway, including, but not limited to, snow removal.
4. **Improvements.** No improvements, including, but not limited to, paving of the driveway, shall be made to the driveway, other than those necessary for maintenance under the previous paragraph, except by the mutual agreement of the parties. No party shall be bound to pay for any such improvements, except as so mutually agreed.
5. **Driveway Purposes.** For purposes of this Easement, the term driveway purposes shall mean ingress, egress, parking, and any other use common to a driveway, subject to the provisions of paragraph 2, above.
6. **Binding Effect.** The Mutual Easements granted herein shall be binding upon the parties, their heirs, successors, representatives, and assigns.

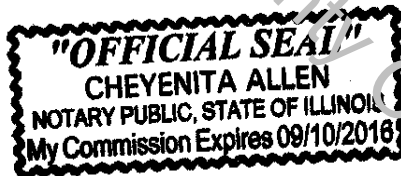
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7. **Benefitting Properties.** The easement situated on Parcel A shall be for the benefit of the Parcel B, and the easement situated on Parcel B shall be for the benefit of Parcel A. Both easements shall run with the land.
8. **Enforcement.** In the event of legal action to construe or enforce the provisions of this Agreement, the prevailing party shall be entitled to collect reasonable attorneys fees, court costs and related expenses from the losing party, and the Court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs, and expenses and enter judgment therefor.
9. **Incorporations.** All references to descriptions, exhibits, attachments or surveys are incorporated herein by reference as if fully set forth.
10. The easement created by this agreement is superior and paramount to the rights of either of the parties to this agreement in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land.

Dipanka Das Gupta
Dipankar Dasgupta

Kathleen Dasgupta
Kathleen Dasgupta

State of Illinois)
) SS.
County of Cook)



The undersigned, a notary public in and for the above county and state, certifies that Dipankar Dasgupta and Kathleen Dasgupta are known to me to be the same persons whose names are subscribed as principals to the foregoing agreement, appeared before me and acknowledged signing and delivering the instrument as the free and voluntary act of the principals, for the uses and purposes therein set forth.

Dated: ^{Cypri} March 11, 2015

Notary Public Cheyenia Allen

My commission expires 09/10/2016

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John Brehm
John Brehm

Catherine Slighton
Catherine Slighton

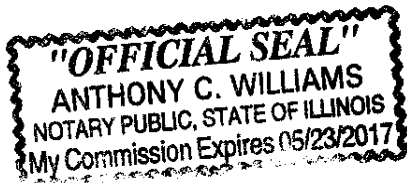
State of Illinois)
) SS.
County of Cook)

The undersigned, a notary public in and for the above county and state, certifies that John Brehm and Catherine Slighton are known to me to be the same persons whose names are subscribed as principals to the foregoing agreement, appeared before me and acknowledged signing and delivering the instrument as the free and voluntary act of the principals, for the uses and purposes therein set forth.

Dated: ^{April 22th} ~~March 17~~, 2015

Notary Public Anthony C. Williams

My commission expires 5/23/2017



PROPERTY OF COOK COUNTY CLERK'S OFFICE

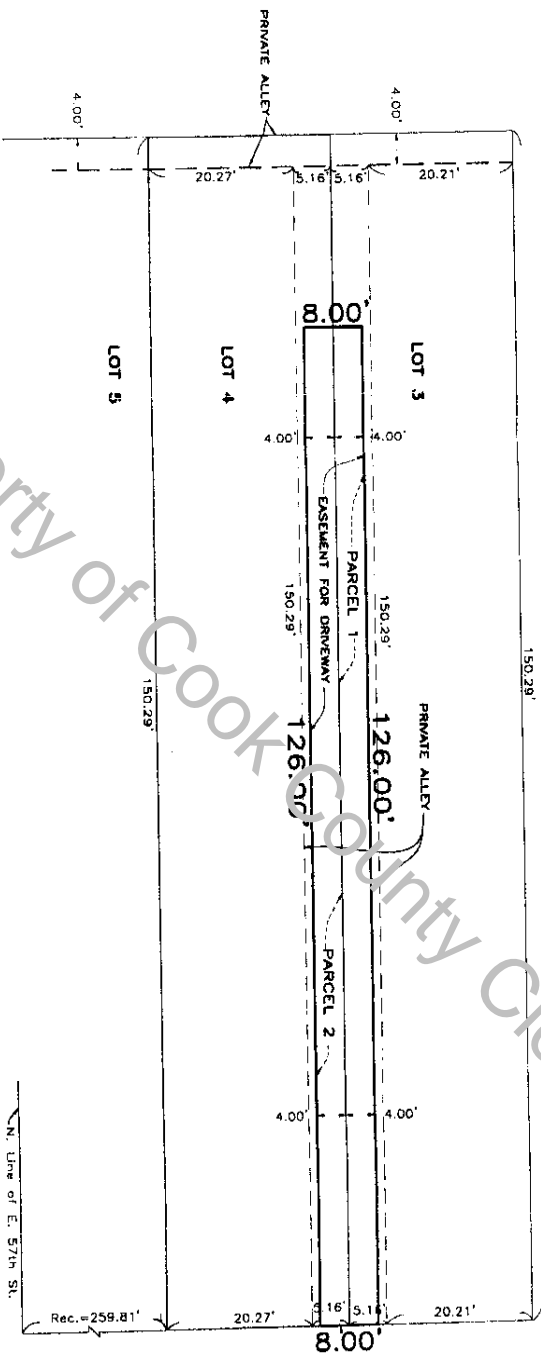
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EXHIBIT A

PLAT OF EASEMENT

PARCEL 1: 4.00 FEET OF THE EAST 126.00 FEET OF LOT 3 AND THE NORTH 1/2 OF THE SOUTH 4.00 FEET OF AND ADJOINING SAID LOT 3 EXTENDED WEST 4.00 FEET TO THE WEST LINE OF PRIVATE ALLEY IN NORTON'S SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 65 IN HYDE PARK, IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

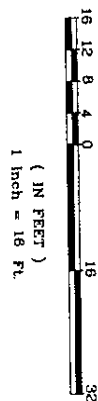
PARCEL 2: 4.00 FEET OF THE EAST 126.00 FEET OF LOT 4 AND THE SOUTH 1/2 OF PRIVATE ALLEY NORTH OF AND ADJOINING SAID LOT 4, EXTENDED WEST 4.00 FEET TO THE WEST LINE OF PRIVATE ALLEY IN NORTON'S SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 65 IN HYDE PARK, IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.



S. BLACKSTONE AVE.



GRAPHIC SCALE



PROFESSIONALS ASSOCIATED SURVEY, INC.
7100 S. RIVERVIEW AVE. LINCOLNWOOD, ILLINOIS 60712
TEL: (847) 675-5000 FAX: (847) 675-2167
ORDERED NO: 92-23135

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, WAYNE W. DONOPRIE, A PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED THE FOREGOING PLAT FROM THE ORIGINAL RECORD PLATS AND RECORDS FOR THE PURPOSE OF DEDICATING AN EASEMENT AS SHOWN ON THE ANNEXED PLAT.

ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.

LINCOLNWOOD, ILL. IN W.S. DATED THIS 30TH DAY OF OCTOBER 2011

WAYNE W. DONOPRIE
ILLINOIS PROFESSIONAL LAND SURVEYOR

