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DRIVEWAY EASEMENT AGREEMENT

This Agreement, made and entered into this thirtieth (30th) day of July, 2015, by and between JOHN A. PIETRASZEWSKI and NANCY S. PIETRASZEWSKI ("PIETRASZEWSKI", parties of the first part) and PETER IAGMIN, individually and as Trustee of THE PETER AND ROSE IAGMIN REVOCABLE LIVING TRUST, Dated September 29, 2010 ("IAGMIN", party of the second part).



Doc#: 1521847054 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/06/2015 10:06 AM Pg: 1 of 6

WHEREAS, the parties of the first part, "PIETRASZEWSKI", are the owners, in fee simple, of that certain parcel of land described as 7 Rhema Drive, Homewood, IL 60430 and legally described on Exhibit "A" and identified as "Parcel 1" and "Parcel 2", attached hereto and made a part hereof.

WHEREAS, the party of the second part, "IAGMIN", is the owner, in fee simple, of that certain parcel of land described as 472 Vanderwalker Lane, Homewood, IL 60430, and legally described on Exhibit "B", and identified as "Parcel 3", attached hereto and made a part hereof; and

WHEREAS, Parcels 1 and 2 are presently improved with two (2) buildings used for residential purposes, and Parcel 3 is presently improved with a building used for residential purposes; and

WHEREAS, Parcels 1 and 2 are presently improved with an asphalt driveway (hereinafter "Driveway"), which is also located over and upon the east lot line of Parcel 3, approximately ten feet in width and an undetermined length; The Plat of Survey attached hereto dated July 10, 2015, by David Ring & Associates is attached hereto as Exhibit "C" and depicts the area where the driveway encroaches onto Parcel 3; and

WHEREAS, the Driveway has been in the past and is now currently being used by the owners of Parcels 1 and 2 to provide ingress and egress over and across the lot line between Parcels 1, 2 and 3; and

WHEREAS, PIETRASZEWSKI desires to acquire from IAGMIN an easement and rights to use, enjoy and maintain the Driveway and that portion thereof which is on IAGMIN'S land;

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars 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. If and to the extent that all or any portion of the shared Driveway is located on Parcel 3, or if IAGMIN has any right, title or interest of any kind, nature or description whatsoever in all or any portion of the Driveway, IAGMIN hereby grants, conveys, and sets over to PIETRASZEWSKI for themselves and their successors and assigns as an easement appurtenant to Parcels 1 and 2, a non-exclusive perpetual access easement for ingress and egress (both pedestrian and vehicular) in, over and across that portion of the Driveway situated on Parcel 3. Furthermore, the right to use and enjoy that portion of the Driveway situated on Parcel 3, likewise for ingress and egress, is expressly reserved by IAGMIN himself, its beneficial owners, successors and assigns.

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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 Driveway. (a) The PIETRASZEWSKI's, or their successors and assigns, shall be solely responsible for the maintenance, upkeep, repair and replacement of the Driveway and for any and all reasonable expenses incurred by them as the result of the use or enjoyment of the Driveway or as the result of this Driveway Easement Agreement; however, 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. The parties agree that the Driveway shall at all times remain in substantially the same location as where it is now situated.

4. Easement Grant 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 and 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 interest in the fee of the land upon which the Driveway shall be located.

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 PIETRASZEWSKI.

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

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

John Pietraszewski
JOHN A. PIETRASZEWSKI

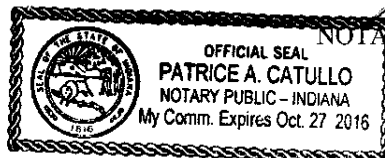
Nancy Pietraszewski
NANCY S. PIETRASZEWSKI

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

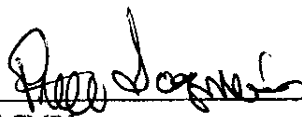
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN A. PIETRASZEWSKI and NANCY S. PIETRASZEWSKI personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and 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 official seal, this thirtieth (30) day of July, 2015.

Patrice A. Catullo
NOTARY PUBLIC



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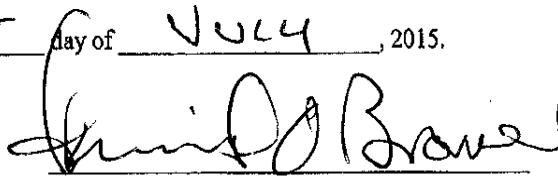


 PETER IAGMIN

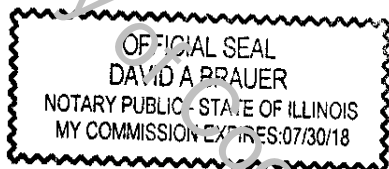
STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PETER IAGMIN 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 official seal, this 31ST day of JULY, 2015.



 NOTARY PUBLIC



This instrument was prepared by: CHARLES T. RYAN, 18141 Dixie Highway, Suite 115, Homewood, IL 60430

Mail to: CHARLES T. RYAN, 18141 Dixie Highway, Suite 115, Homewood, IL 60430

H: Real Estate/Easements/Shareddrivewayeasement

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EXHIBIT "A"

Legal Description

PARCEL 1: THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTIONS, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF AND 875.5 FEET EAST OF THE SOUTHWEST CORNER OF SAID HALF QUARTER SECTION, THENCE NORTH PARALLEL WITH THE WEST LINE OF SECTION 8,695.1 FEET, THENCE EAST 197.5 FEET, THENCE SOUTH ALONG A LINE PARALLEL WITH AND 197.5 FEET EAST OF THE WEST LINE OF SAID TRACT A DISTANCE OF 218 FEET, THENCE WEST ALONG A LINE PARALLEL TO AND 218 FEET SOUTH OF THE NORTH LINE OF SAID TRACT, A DISTANCE OF 132.5 FEET, THENCE SOUTH ALONG A LINE DRAWN PARALLEL TO AND 65 FEET EAST OF THE WEST LINE OF SAID TRACT A DISTANCE OF 477.1 FEET, THENCE WEST 65 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: THAT PART OF LOT 12, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING THENCE NORTH THONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 433 FEET, RUNNING THENCE WEST A DISTANCE OF 10 FEET; RUNNING THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID LOT 12 A DISTANCE OF 433 FEET TO THE SOUTH LINE OF SAID LOT 12, (BEING THE CENTER OF HOLBROOK ROAD); RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 12 TO THE PLACE OF BEGINNING, IN KUECHLER'S SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED AUGUST 7, 1917, AS DOCUMENT NUMBER 6167518, IN COOK COUNTY, ILLINOIS.

PIN# 32-08-101-015 AND 32-08-101-011

COMMON ADDRESS: 7 RHEMA DRIVE, HOMEWOOD, IL 60430

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EXHIBIT "B"

PARCEL 3

PARCEL 1:

THAT PART OF LOT 12 IN KUECHLER'S SUBDIVISION OF PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 7, 1917 AS DOCUMENT 6167518, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 12, 433 FEET NORTH OF THE POINT OF INTERSECTION OF THE SAID EAST LINE OF LOT 12 WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, BEING IN THE CENTER OF HOLBROOK ROAD; THENCE NORTH FROM SAID POINT OF BEGINNING ALONG THE EAST LINE OF SAID LOT 12, 420 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 12, 207.42 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID LOT 12, 420 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 12, 207.42 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:

EASTMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL: THAT PART OF LOT 12 IN KUECHLER'S SUBDIVISION OF PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1917 AS DOCUMENT 6167518, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT (SAID SOUTH LINE BEING THE CENTER OF HOLBROOK ROAD) 207.42 FEET WEST OF THE EAST LINE OF SAID LOT 12; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT, 453 FEET; THENCE WEST PARALLEL WITH THE EAST LINE OF SAID LOT, 453 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT, 20 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT, 453 FEET; THENCE EAST ON THE SOUTH LINE OF SAID LOT, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 472 Vanderwalker Lane, Homewood, IL 60430
Permanent Index Number: 32-08-101-005-0000

(708) 799-9542
FAX
(708) 799-8797

REGISTERED LAND SURVEYORS

HOMEWOOD, ILL. 60430

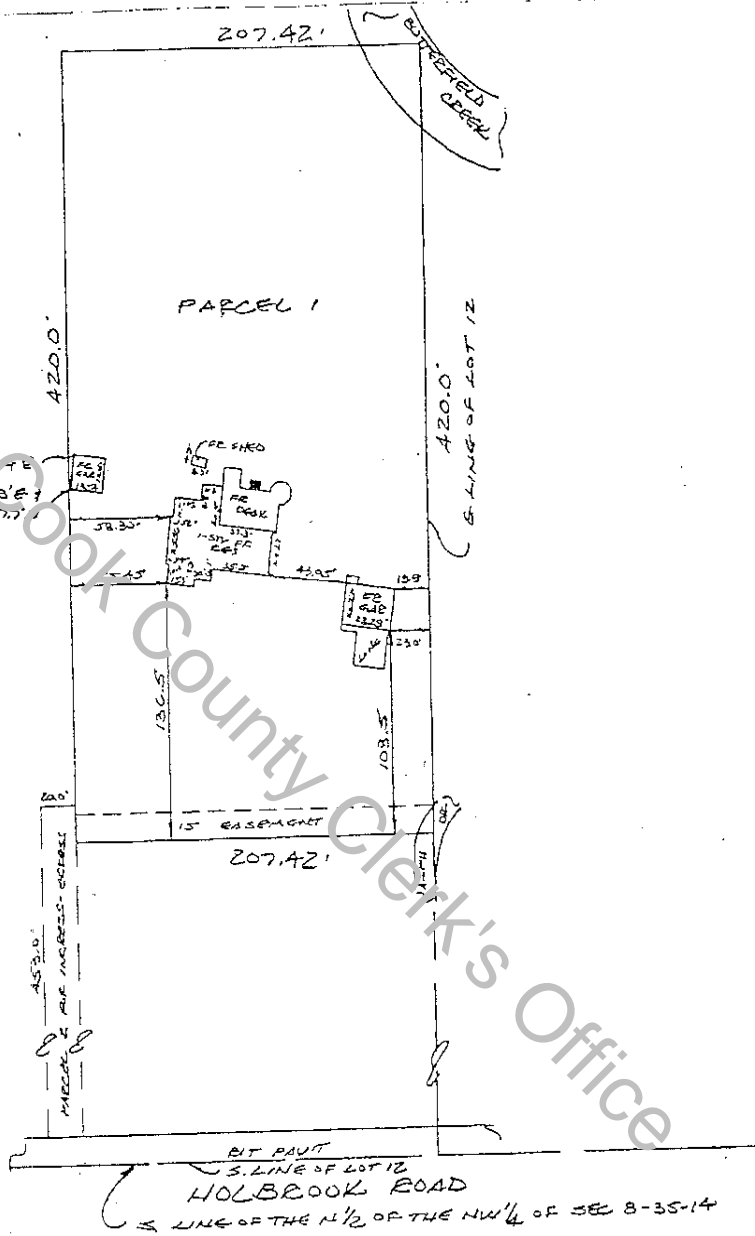
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PLAT OF SURVEY

PARCEL 1: THAT PART OF LOT 12 IN KUECHLER'S SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 7, 1917 AS DOCUMENT 8167518, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 12, 433 FEET NORTH OF THE POINT OF INTERSECTION OF THE SAID EAST LINE OF LOT 12 WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, BEING IN THE CENTER OF HOLBROOK ROAD; THENCE NORTH FROM SAID POINT OF BEGINNING ALONG THE EAST LINE OF SAID LOT 12, 420 FEET; THEN WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 12, 207.42 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID LOT 12, 420 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 12, 207.42 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL: THAT PART OF LOT 12 IN KUECHLER'S SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1917 AS DOCUMENT 8167518, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT (SAID SOUTH LINE BEING THE CENTER OF HOLBROOK ROAD) 207.42 FEET WEST OF THE EAST LINE OF SAID LOT 12; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT, 453 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT, 20 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT, 453 FEET; THENCE EAST ON THE SOUTH LINE OF SAID LOT, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office



FOR: DAVID A. BRAUER, ATTY.
SCALE: 1" = 50'
JOB NO.: 1507051
RESURVEYED TO LOCATE BUILDING.
JOB NO. _____
DATE _____

STATE OF ILLINOIS } 85
COUNTY OF COOK }

I DO HEREBY CERTIFY THAT I HAVE SAID PROPERTY DESCRIBED IN THE ABOVE CAPTIONED HEREON DRAWN PLAT, AND SAID PLAT IS A REPRESENTATION OF SAID PROPERTY, ALL ARE IN FEET AND DECIMALS THEREOF, RECTED TO A TEMPERATURE OF 68 DEGREES HEREIN. THIS PROFESSIONAL SURVEY CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARD FOR SURVEY.



EXHIBIT "C"