## **UNOFFICIAL COPY**

**Reciprocal Driveway Easement Agreement** 

Doc#. 1633056210 Fee: \$54.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 11/25/2016 11:48 AM Pg: 1 of 4

This Agreement is made and entered into this

15 day of November, 2016 by and between
Evan Clark and Robyn Clark, as Trustees under
the Trust Agreement dated August 1, 2012 and
known as Clark Living Trust (hereinafter referred
to as "Owner of Lot 13") of Glenview Illinois and
Kimberly A. Lynch as Trustee of the Kimberly A.
Lynch Revocable Declaration of Trust Dated
January 5, 2012 (hereinafter referred to as "Owner
of Lot 14") of Glenview, Illinois:

**RECITALS** 

FD-10-1559

A. The Owner of Lot 13 is the Owner of a tract of land commonly known as 311 Nora Avenue, Glenview, Illinois, and legally described as follows:

Lot 13 in Block 4 in Harlem Park Subdivision Number 1, being a subdivision of the Southwest Fractional Quarter of Section 7, Township 41 North, Range 13. East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 10-07-303-006-0000

B. The Owner of Lot 14 is the Owner of a tract of land commonly known as 315 Nora Avenue, Glenview, Illinois and legally described as follows:

Lot 14 in Block 4 in Harlem Park Subdivision Number 1, being a subdivision of the Southwest Fractional Quarter of Section 7, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 10-07-303-005-0000

- C. Each of the above referenced lots currently are and have for some long time prior to this date, been served by a single driveway necessary to each owner for vehicular access the rear of their respective lots and to utilize the garages constructed on the rear of each lot.
- D. Each of the parties wishes to grant and receive from the other a perpetual right to access to the rear of their lot over and upon the Mutual Driveway across portions of Lot 13 and Lot 14 which area is depicted upon Attached Exhibit "A" and notated thereon as the Mutual Driveway area.
- E Each of the parties executing this Reciprocal Driveway Cross Easement Agreement have full power and authority to do so.

1633056210 Page: 2 of 4

## **UNOFFICIAL COPY**

NOW THEREFORE, in consideration of the mutual grants and covenants hereinafter set forth, and in further consideration of the payment of the sum of Ten and no/100ths (\$10.00) Dollars by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto make the following grants and agreements

## **GRANT:**

- 1. The foregoing RECITALS are hereby incorporated into this Grant.
- 2. The Owners of Lot 13 do hereby give, grant and convey unto the Owner of Lot 14, its heirs, successors and assigns, an easement for ingress and egress on foot or by vehicle over that cortion of the Mutual Driveway area located on Lot 13 as that Mutual Driveway area is depicted on the attached Exhibit "A".
- 3. The Owner of Lot 14 does hereby give, grant and convey unto the Owner of Lot 13, its heirs, successors and assigns, an easement for ingress and egress on foot or by vehicle over that portion of the Mutual Driveway area located on Lot 14 as that Mutual Driveway area is depicted on the attached Exhibit "A".
- 4. The Owners of Lot 13 and Lot 14 shall be jointly responsible for the maintenance, repair and upkeep of the pavement located within the Mutual Driveway area. Each agrees to insure that area of the Mutual Driveway upon their respective lots and to indemnify and hold harmless the other for claims prising from their usage of the Mutual Driveway as well as claims arising from its use by their guests or invitees.
- 5. The provisions of this Reciprocal Criveway Easement are perpetual, including the benefits and burdens, and shall run with the Lind and be binding on and inure to the heirs, assigns, successors, tenants, and personal representative of the parties. This Agreement may only be amended by a writing executed by the their current owners of Lots 13 and 14 as hereinabove described.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE executed this Reciprocal Driveway Easement Agreement this 25 day of November, 2016.

Owner of Lot 13:

Evan Clark as trustee of the Clark Living Trust dated

"Ce trusteo

Kobyullaik trustee

August 1, 2012

Robyn Clark as trustee of the Clark Living Trust dated

August 1, 2012

Owner of Lot 14:

Kimberly A. Lynch, as trustee of the

Kimberly A. Lynch Revocab e

Declaration of Trust dated January 5,

2012

1633056210 Page: 3 of 4

## **UNOFFICIAL COPY**

STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

The undersigned, a Notary Public, hereby certify that EVAN CLARK and ROBYN CLARK as trustees of the Clark Living Trust dated August 1, 2012, personally know to me to be the same persons whose names are signed to the foregoing instrument, appeared before me this day in person and acknowledge a that they signed the instrument as their free and voluntary act, for the same uses and purposes therein set forth.

Given under ray hand and official seal this 4 day of November, 2015.

Motary Public

JOHN H WINAND Official Seal Notary Public - State of Ithnois My Commission Expires Mar 16, 2020

STATE OF ILLINOIS ) SS. COUNTY OF COOK )

The undersigned, a Notary Public, hereby certify that KIMBERLY A. LYNCH as trustee of the Kimberly A. Lynch Revocable Declaration of Trust dated January 5, 2012, personally know to me to be the same persons whose names are signed to the foregoing instrument appeared before me this day in person and acknowledged that they signed the instrument as their free and voluntary act, for the same uses and purposes therein set forth.

Given under my hand and official seal this  $\frac{15}{15}$  day of November, 2016.

Notary Public

SHARON E LÓVELESS OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires December 17, 2017

1633056210 Page: 4 of 4 UNOFFICIAL... CONC. 5:80 SOUTH! CONC. APRON N 00'00'00" E REC. & MEAS.-40.0 WALK \* P. MARIN SONO 28.63 30.20 30.22 CONC. STOOP 3.8C 6.83 2.44 1 1/2 STORY BRICK AND STONE RESIDENCE NO. 3/1 Physica Clarks Office JND CONC. ICE NO. 315 32.30 CONCRETE PATIO BLOG. TOO NORTH 13 Tas south 20,25 1.63 NORTH GARAGE FRAME CARACE 22.20 20.25 SAR CR

3.87

, OS

26, 25

168.N