



Doc# 1724849009 Fee \$54.00

Prepared by and mail to:
Kevin J. Rielley
518-26 Davis St. Suite 217
Evanston, IL 60201

RHSP FEE:\$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 09/05/2017 11:14 AM PG: 1 OF 9

Doc# Fee \$2.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 09/05/2017 11:14 AM PG: 0

DRIVEWAY EASEMENT AGREEMENT

This Driveway Easement Agreement ("**Agreement**") is made as of August 29, 2017 by and between **JOHN C. GURLEY**, as Trustee of the John C. Gurley Living Trust dated October 23, 2014, and **JUDITH M. GURLEY**, as Trustee of the Judith M. Gurley Living Trust dated October 23, 2014 ("**Grantor**") and **WILLIAM H. KELLEY** and **JOAN E. KELLEY**, as Co-Trustees of the Joan E. Kelley Revocable Trust ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

A. Grantor owns that certain parcel of real estate commonly known as 1293 Scott Avenue, Winnetka, Illinois, and legally described in Exhibit "A" attached hereto and made a part hereof (the "Grantor's Parcel"); and

B. Grantee owns that certain parcel of real estate commonly known as 1287 Scott Avenue, Winnetka, Illinois, and legally described on Exhibit "B" attached hereto and made a part hereof ("the Grantee's Parcel"), Grantor's Parcel and Grantee's Parcel are hereinafter each individually sometimes referred to as a "Parcel" and are hereinafter collectively referred to as "Parcels"; and

C. A portion of the driveway serving Grantee's Parcel (the "Driveway") encroaches on Grantor's Parcel, as shown on the survey by B. H. Suhr and Company dated May 7, 2011 as Order No. 11-99, a copy of which survey is attached hereto as Exhibit "C" and made a part hereof; and

D. Grantor wishes to grant to Grantee a non-exclusive, irrevocable (except as set forth herein) easement over that portion of Grantor's Parcel on which the Driveway encroaches on Grantor's Parcel ("Easement Area") to allow Grantee ingress and egress and to maintain the portion of the Driveway encroaching on Grantor's Parcel.

NOW THEREFORE, in consideration of the mutual covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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1. **Recitals**. The Recitals set forth above are incorporated in and made a part of this Agreement.

2. **Grant of Easement**. Grantor hereby grants and conveys to Grantee as an easement appurtenant to and for the benefit of Grantee's Parcel a non-exclusive easement over the Easement Area solely for the purpose of ingress and egress over, and maintenance of, the Driveway and not for parking or the erection of any walls or fencing.

Except as otherwise stated herein to the contrary, the Easement granted herein shall be deemed to be an easement appurtenant to and for the benefit and burden of the Parcels described herein or any part thereof and at all times shall inure to the benefit of and be binding upon the respective owners thereof. The easement granted hereby may be cancelled and terminated as set forth herein by a written instrument executed by Grantee or Grantor and recorded with the Recorder of Deeds, Cook County, Illinois.

3. **Maintenance**. The Parties agree that Grantee shall have the sole responsibility for the cost of maintenance of the Easement Area.

4. **Indemnity**. Grantee covenants and agrees, at its sole cost and expense, to indemnify and hold harmless Grantor including its personal representatives, heirs, successors, assigns, lenders and agents (collectively, the "Grantor Parties") from and against any and all claims against any of the Grantor Parties for losses, liabilities, damages, judgments, costs and expenses and any actions or proceedings arising therefrom, by or on behalf of any party, other than any of the Grantor Parties, and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom, arising out of or resulting from (i) injury to person or death or property damage arising out of or resulting from Grantee's (or its tenants, residents, occupants, guests, agents and licensees or the acts of other parties claiming by, through or under any of the foregoing parties occurring upon, over and across the Easement Area) use, possession or occupancy of the Easement Area, (ii) any mechanic's liens or materialmen's liens arising from work performed by or for or claimed to be performed by a third party for Grantee (or its tenant or resident), and (iii) Grantee's use, possession, leasing, or management of the Easement Area or activities thereon or arising out of Grantee's or its officers, members, managers, employees, agents, contractors, tenants, residents, occupants, guests, agents and licensees use, leasing, exercise or enjoyment of the Easement Area. In case any action or proceeding is brought against Grantor by reason of any such claim, Grantee, upon notice from Grantor and at Grantee's sole cost and expense, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to Grantor. Grantee shall name Grantor, its successors and assigns as an additional insured on its homeowner's liability insurance policy with respect to the Easement Area and provide proof of same upon request of Grantor.

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5. **Void Provisions**. If any provision of this Agreement, or the application thereof to any person or any circumstances, shall be held invalid, void or illegal, the remaining provisions hereof or the application of such provisions to any party hereto for any person or circumstances other than as to those to which it is held to be invalid, void or illegal, shall nevertheless remain in full force and effect and not be affected thereby.

6. **Remedies**. In the event either Party hereunder breaches its obligations contained herein, the non-breaching Party shall be entitled to all remedies at law and at equity including, but not limited to, specific performance. In the event of litigation arising out of this Agreement, the Grantor shall be entitled to its reasonable attorneys' fees and cost expended in pursuit of such litigation from the Grantee.

7. **Entire Understanding**. This Agreement constitutes the entire understanding between the parties with respect to the rights and easements granted and obligations imposed hereby, and all prior or contemporaneous agreements, understandings, representations and statements with respect thereto are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except as set forth herein by an instrument in writing to the extent set forth in such instrument. Failure by either Party to insist on performance of an obligation or obligations contained herein shall, in no event, imply a waiver of such obligation or obligations.

8. **Covenants Run with the Land**. It is intended that the agreements of the Parties hereto shall run with the land. Every person who now or hereafter owns or acquires any right, title or interest into any portion of the Parcel is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction, and every provision contained herein.

9. **Termination of Easement**. Notwithstanding any other provision of this Agreement, in the event that:

- (a) Fifty percent or more of the residence currently on Grantee's Parcel is torn down, whether in one instance or in a series of instances, for any reason; or
- (b) The residence currently on Grantee's Parcel is damaged by fire or other casualty to the extent that the cost to replace it in accordance with current laws and ordinances exceeds fifty percent of the value of the building as determined by the then most recent Cook County Assessor's valuation; or
- (c) The currently existing driveway or its stone curb is rebuilt, replaced, expanded, relocated, or no longer used for ingress and egress; or
- (d) The Grantor notifies Grantee in writing that the structures now present on the Grantor's Parcel cannot lawfully be re-built upon their same footprints because of the existence of this easement;

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then this easement shall immediately terminate automatically without any further action of the parties and without any execution of a written termination of this Agreement. However, either party may then record a written termination of this Agreement. Upon termination of this agreement the Grantee shall promptly remove all improvements on the Easement Area and restore the land therein with clean fill and sod as soon as weather permits.

10. **Recording**. The Grantee shall cause this Agreement to be recorded in the Cook County Recorder of Deeds land records.



11. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall be deemed to constitute one and the same agreement.

[Signature page to follow]

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IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first written above

GRANTOR:

JOHN C. GURLEY,
 As Trustee Aforesaid

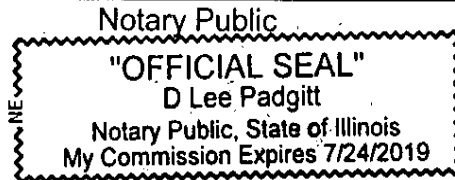
JUDITH M. GURLEY,
 As Trustee Aforesaid

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 **JOHN C. GURLEY** and **JUDITH M. GURLEY**, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/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 29th day of August, 2017.





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GRANTEE:

William H. Kelley

 WILLIAM H. KELLEY
 As Trustee Aforesaid

Joan E. Kelley

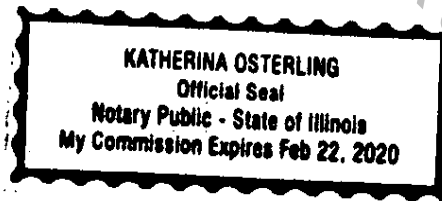
 JOAN E. KELLEY,
 As Trustee Aforesaid

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 **WILLIAM H. KELLEY and JOAN E. KELLEY**, personally known to me to be the same person(s), whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/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 29 day of August, 2017.

 Notary Public



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EXHIBIT A

GRANTOR'S PARCEL LEGAL DESCRIPTION

Permanent Index Number: 05-18-215-018-0000 and 05-18-215-028-0000
Commonly Known As: 1293 Scott Avenue, Winnetka, Illinois 60093

LOT 10 IN BLOCK 8 IN LLOYD'S SUBDIVISION OF BLOCKS 1 TO 5 IN TAYLOR'S SECOND ADDITION TO TAYLORSPOET IN NORTH EAST QUARTER OF SECTION 18, TOWNSHIP 42, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

ALSO DESCRIBED AS FOLLOWS:

LOT 10 IN BLOCK 8 IN LLOYD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 5 OF TAYLOR'S SECOND ADDITION TO TAYLORSPOET, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 18 AND PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 17, ALSO THE EAST 24 ACRES OF THE NORTH 48 ACRES OF THE NORTHEAST QUARTER (1/4) OF SECTION 18; ALL IN TOWNSHIP 42 NOTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

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EXHIBIT B

GRANTEE'S PARCEL LEGAL DESCRIPTION

Permanent Index Number: 05-18-215-019-0000 and 05-18-215-029-0000
Commonly Known As: 1287 Scott Avenue, Winnetka, IL 60093

THE WEST 1/2 OF LOT 11 IN BLOCK 8 IN LLOYD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 5 IN TAYLOR'S SECOND ADDITION TO TAYLORSPOUR, BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 18 AND PART OF THE NORTH WEST 1/4 OF SECTION 17, ALSO THE EAST 24 ACRES OF THE NORTH 48 ACRES OF THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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EXHIBIT C

R. R. Hansen
Member:
Illinois Professional Land
Surveyors Association
American Congress on
Surveying and Mapping
National Society of
Professional Surveyors

PLAT of SURVEY

EXAMINED BY ME:
Professional Design Firm
License No. 194-002071

B.H. SUHR & COMPANY, INC.

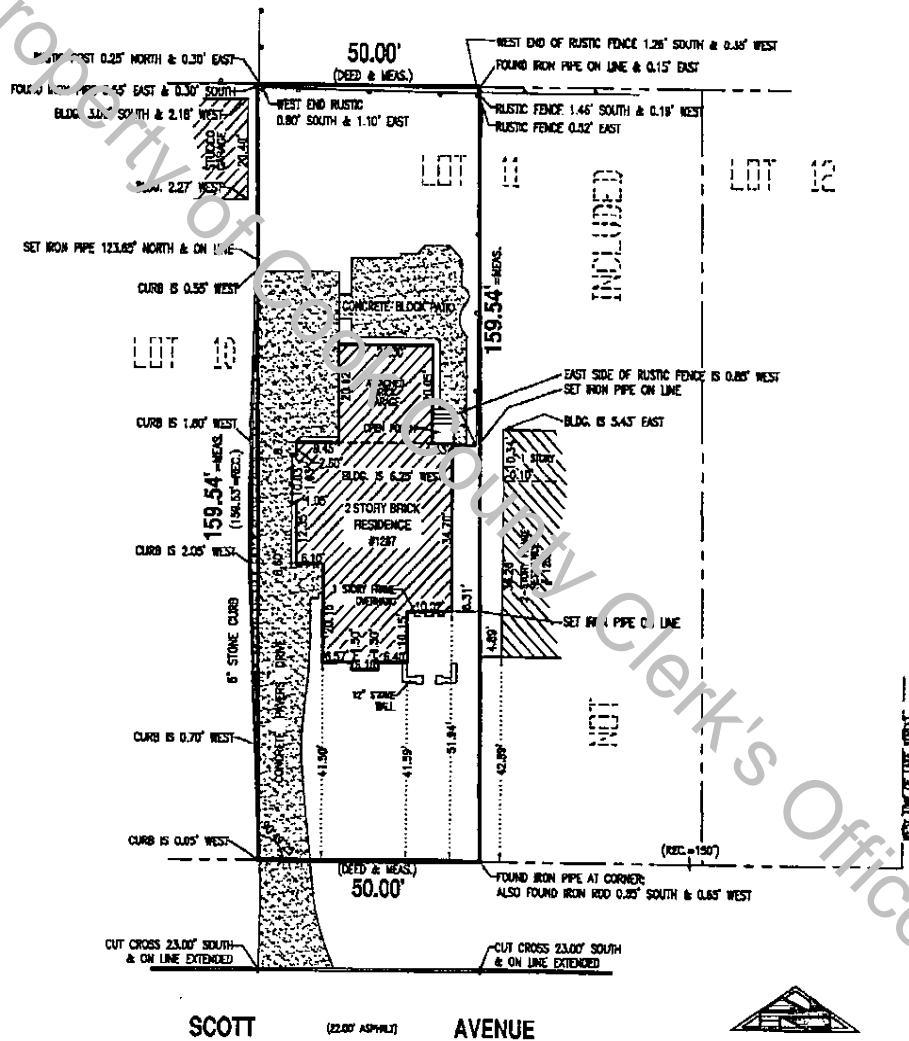
840 CUSTER AVENUE, EVANSTON, ILLINOIS 60202; TEL. (847) 864-6315; FAX (847) 864-8341
E-MAIL: SURVEYOR@BHSUHR.COM

LOCATION 1287 SCOTT AVENUE ORDER NO. 11-99 EVANSTON, MAY 7, 20 11
ORDERED BY: JOAN KELLEY

LEGAL DESCRIPTION:

THE WEST 50.0 FEET OF LOT 11 IN BLOCK 8 IN LLOYD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 5 OF TAYLOR'S SECOND ADDITION TO TAYLORSPOINT, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 18, AND PART OF THE NORTHWEST QUARTER OF SECTION 17, ALSO THE EAST 24 ACRES OF THE NORTH 48 ACRES OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1287 SCOTT AVENUE, WINNETKA, ILLINOIS.



SITE NOTES:
Area = 7,963 sq. ft.

GENERAL NOTES:
The descriptions on this plat was provided to us by the client, and does not guarantee ownership, and should be compared to your Deed, Abstract or Certificate of Title.

All building restrictions, building lines and easements may or may not be shown, check your Deed, Abstract, Title Report, and local ordinances, no responsibility is assumed by Surveyor.

Compare all points before building by same and report any discrepancy at once.

Dimensions are shown in feet and decimal parts thereof, no dimension is to be assumed by scaling.

FIELD MEASUREMENTS COMPLETED MAY 7, 20 11

STATE OF ILLINOIS }
COUNTY OF COOK }

This is to certify that a survey of the above described property was performed under my supervision and that the above plat correctly represents said survey. This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

By [Signature] Date MAY 11, 20 11
Raymond R. Hansen
Illinois Professional Land Surveyor No. 033-002542
License Expiration Date 11/30/12

