

# UNOFFICIAL COPY

Doc# 2102734346 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 01/27/2021 03:04 PM Pg: 1 of 5

Prepared By and After  
Recording Return To:

Thomas W. Toolis, Esq.  
Frankfort Law Group  
10075 W. Lincoln Hwy.  
Frankfort, IL 60423

## AGREEMENT BETWEEN ADJOINING LANDOWNERS CREATING DRIVEWAY EASEMENT

This Agreement, made this 30 day of November 2020, between 6250 West, LLC, an Illinois Limited Liability Company, party of the first part, which expression shall include their heirs, executors, administrators, agents, or assigns where the context so requires or admits, and, Thomas J. Roche, Elisabeth M. Roche, Terence A. Roche and Therese H. Roche, party of the second part, which expression shall include its agents, assigns, or designees, where the context so requires or admits, Witnesseth:

Whereas, the party of the first part owns and has title to the real estate located in the County of Cook and the State of Illinois, described as follows:

### PARCEL 1:

#### LEGAL DESCRIPTION

THE SOUTH 215.16 FEET (EXCEPT THE WEST 28.47 FEET AND EXCEPT THE EAST 180 FEET THEREOF) OF LOT 12 IN DUVAN'S ROB ROY COMMERCIAL SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17 TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6230 West 159<sup>th</sup> Street  
Oak Forest, IL 60452

PIN: 28-17-302-065-0000

herein now referred to as "Parcel 1"

Whereas, the party of the second part owns and had title to the real estate located in the County of Cook and State of Illinois, described as follows:

LOT 1 IN SUSAN B. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

**Conversely also commonly known as: 6250 West 159<sup>th</sup> Street  
Oak Forest, IL 60452**

**PIN: 28-17-302-067-0000**

herein now referred to as "Parcel 2"

**Whereas**, said properties are adjacent to each other so that the west line of Parcel 1 forms the east line of said Parcel 2.

**Whereas**, the parties hereto in consideration of the sum of One Dollar (\$1.00) in hand-paid each other, have agreed to grant to each other an easement or right of way along said adjoining 1<sup>st</sup> line;

**Now, therefore**, in pursuant to said agreement and for and in consideration of the sum of One Dollar (\$1.00) paid by each of the parties to each other, receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations therein contained, it is mutually covenanted, stipulated and agreed by and between the parties as follows:

1. **Grant by First Party.** The party of the first part hereby grants to the party of the second part, its agents, assigns, or designees, a non-exclusive Easement and Right of Way, in common with all others having the like right, at all times hereafter with or without automobile or other vehicles or on foot, for the purpose of ingress and egress to and from Parcel 2, to pass and repass along and over a strip of land and the party of the second part hereby grants to the party of the first part, its agents, assigns, or designees, a non-exclusive Easement and Right of Way, in common with all others having the like right, at all times hereafter with or without automobile or other vehicles or on foot, for the purpose of ingress and egress to and from Parcel 2, to pass and repass along and over a strip of land described as follows:

**The South 20 feet and the West 11.01 feet of Parcel 1 and the South 20 feet and the East 11.54 feet of Parcel 2.**

2. **Restrictions on Use.** The party of the first part and the party of the second part hereby acknowledge and agree that this easement shall be used for the benefit of Parcel 1 and 2 and such use shall not be limited.
3. **Appurtenant.** It is further understood and agreed that the easement granted herein is to be held by the respective grantees, their heirs, agents, assigns, or designees as appurtenant to the land owned by the respective grantees,
4. **Cost of Maintenance.** It is further understood and agreed that the party of the first part will and does hereby assume and agree to pay one-half, and the part of the second part will and does hereby assume and agree to pay one-half of the cost of maintaining and repairing the present driveway over the respective easement herein granted.


# UNOFFICIAL COPY

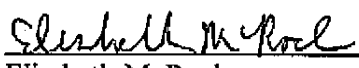
5. **Duplicate Copies.** This agreement has been executed in duplicate by the parties and each executed copy of thereof shall be considered an original.
  
6. If either first part or second party institutes litigation to enforce the terms of this Agreement, the prevailing part shall be entitled to obtain judgment for reasonable attorney's fees and costs against the non-prevailing party.

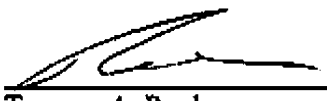
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

6230 West, LLC

By:   
Eric Gustafson, Manager

  
\_\_\_\_\_  
Thomas J. Roche

  
\_\_\_\_\_  
Elisabeth M. Roche

  
\_\_\_\_\_  
Terence A. Roche

  
\_\_\_\_\_  
Therese H. Roche

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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 **Eric Gustafson, of 6230 West, LLC** 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.

GIVEN under my hand and official seal, this 30 day of November, 2020.

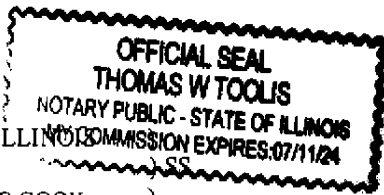


*[Signature]*  
NOTARY PUBLIC

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 **Thomas J. Roche**, personally known to me to be the same persons 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.

GIVEN under my hand and official seal, this 30 day of November, 2020.

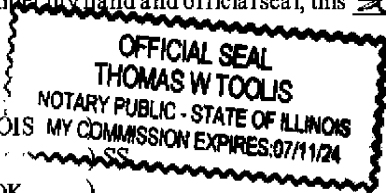


*[Signature]*  
NOTARY PUBLIC

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 **Elisabeth M. Roche**, personally known to me to be the same persons 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.

GIVEN under my hand and official seal, this 30 day of November, 2020.



*[Signature]*  
NOTARY PUBLIC

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 **Elisabeth M. Roche**, personally known to me to be the same persons 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.

GIVEN under my hand and official seal, this 30 day of November, 2020.


*[Signature]*  
NOTARY PUBLIC

# UNOFFICIAL COPY

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 **Terence A. Roche**, personally known to me to be the same persons 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.

GIVEN under my hand and official seal, this 30 day of November, 2020.

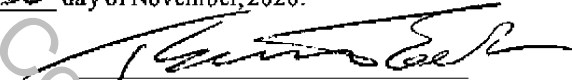
  
NOTARY PUBLIC



STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Therese H. Roche**, personally known to me to be the same persons 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.

GIVEN under my hand and official seal, this 30 day of November, 2020.

  
NOTARY PUBLIC

PROCESSED BY Cook County Clerk's Office