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Doc# 2218257024 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/01/2022 12:11 PM PG: 1 OF 8

ABOVE SPACE FOR RECORDER'S USE ONLY

SHARED DRIVEWAY MAINTENANCE & LICENSE AGREEMENT

This SHARED DRIVEWAY MAINTENANCE & LICENSE AGREEMENT (the “**Agreement**”) is entered into this 7th day of June, 2022 by and between DEBRA L. ITZENTHALER (the “**4530 Owner**”) and JOSEPH G. WILLIAMS & CHRISTINE M. WILLIAMS, husband and wife, (the “**4526 Owner**”), and collectively referred to herein as the Owners.

RECITALS

WHEREAS, the 4530 Owner is the owner of that certain real property commonly known as 4530 N. Kenneth Avenue, Chicago, Illinois 60630 (the “**4530 Parcel**”) which is legal described in **Exhibit A-1** attached hereto and made a part hereof by reference.

WHEREAS, the 4526 Owner is the owner of that certain real property commonly known as 4526 N. Kenneth Avenue, Chicago, Illinois (the “**4526 Parcel**”) which is legal described in **Exhibit A-2** attached hereto and made a part hereof by reference.

WHEREAS, the 4530 Parcel and the 4526 Parcel share a driveway with each of the Owners owning a fee simple interest in a portion of the driveway (the “**Shared Drive**”) as further depicted on the attached and incorporated **Exhibit B**.

WHEREAS, the Owners hereto desire to make certain

agreements regarding the use and maintenance of the Shared Drive all as more particularly described herein.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and for other good and valuable consideration (including without limitation the mutual agreements herein contained), the receipt and sufficiency all of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of License.**

- a. **4526 License.** Subject in all respects to the terms, condition and provisions of this Agreement, the 4530 Owner hereby grants and conveys to the 4526 Owner and its successors in interest, as to the ownership of the 4526 Parcel and the Shared Drive, a non-exclusive license over, above, and through its portion of the Shared Drive.
- b. **4530 License.** Subject in all respects to the terms, condition and provisions of this Agreement, the 4526 Owner hereby grants and conveys to the 4530 Owner and its successors in interest, as to the ownership of the 4530 Parcel and the Shared Drive, a non-exclusive license over, above, and through its portion of the Shared Drive.
- c. The 4526 License and the 4530 License shall be used only for the passage on a daily basis for vehicular, bicycle and individual ingress and egress to and from the Owners respective drives, garages and property.

2. **Parking Restriction.** The Owners hereby acknowledge, agree and consent that both shall be prohibited from parking motor vehicles, bicycles or other items of personal property in the 4526 License area or the 4530 License area such that the other Owner is unable to avail itself of the rights afforded by the License contemplated in Paragraph 1 above.

3. **Maintenance.** The Shared Drive shall be maintained and repaired by both Owners from time to time as reasonably deemed necessary by the mutual agreement of the Owners (the "**Shared Expenses**"). The parties shall split the cost of any such maintenance and repairs \$0.50. From time to time, but no more than one (1) time per month, an Owner may furnish to the other

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Owner a statement containing the actual Shared Expenses (which, in all relevant instances must be supported by paid invoice), and the other Owner shall within ten (10) calendar days reimburse the other Owner for proportionate share of the Shared Expenses. In the event the non-paying Owner fails to timely reimburse the paying Owner, the paying Owner shall be entitled to interest at eighteen percent (18%) per annum on the amount of the delinquent payment until paid along with all cost and expenses of collecting including reasonable attorneys' fees and costs incurred in pursuing collection.

Either Owner may arrange for the repair, maintenance or replacement of the Shared Drive; however, repairs and maintenance shall not be undertaken unless the prior written consent of each of the Owners is obtained including approval of the total cost of the repairs or replacement. Any work conducted without the permission of the other owner (unapproved work) shall be paid for solely by the party ordering and conducting the work. If any unapproved work expenses is incurred by either party resulting in a lien being filed against the 4530 Parcel or the 4526 Parcel, then the party causing the lien will immediately have the lien removed within seven (7) days of a request by the other party or the non-liening party may have the lien removed and be entitled to reimbursement from the party who caused the lien including reasonable cost of attorneys' fees and expenses incurred by the non-liening party to remove such lien.

Notwithstanding the foregoing, the personal removal of snow, grass, leaves or such by an Owner shall not constitute a reimbursable Shared Expense.

As a matter of course, the Owners shall bring problems or potential problems to the attention of each other as soon as possible and discuss them. The parties shall attempt at all times to resolve any dispute arising out of or relating to this Agreement promptly by good-faith negotiation between the Owners.

4. **Covenants Running With the Land.** All of the terms and provisions of this Agreement shall burden the 4530 Parcel and the 4526 Parcel and: (i) all terms and provisions of the 4526 License shall run with the land

and shall bind the 4530 Owner and its successors in interest that own an interest in the 4530 Parcel and inure to the benefit of the 4526 Owner and its successors in interest than own an interest in the 4526 Parcel and (ii) all terms and provisions of the 4530 License shall run with the land and shall bind the 4526 Owner and its successors in interest that own an interest in the 4526 Parcel and inure to the benefit of the 4530 Owner and its successor in interest that own an interest in the 4530 Parcel.

5. **Not a Dedication.** Nothing contained herein shall be construed to be a gift or public dedication of any portion of the Shared Drive to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

6. **Miscellaneous.**

- a. **Attorneys' Fees.** If either party to this Agreement shall commence any action or other proceeding against the other party arising out of or relating to their respective rights and obligations arising under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable attorneys' fees and costs.
- b. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- c. **Severability.** If any term, covenant, restriction or contained in this Agreement shall, to any extent, be invalid and unenforceable, the remainder of this Agreement (or the application of such term, covenant, restriction or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable) shall be not be affected thereby.
- d. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts when taken together shall constitute one instrument.

e. Interpretation. Each party had the opportunity to review the Agreement with independent legal counsel who prepared in the negotiation and preparation of this Agreement. There shall be no presumption in favor of or against either party in the interpretation of this Agreement. Captions and section headings are included herein solely for convenience of reference.

IN WITNESS WHEREOF, the undersigned have executed this document as of the date set forth above.

4530 OWNER:


DEBRA L. FITZENTHALER

4526 OWNER:


JOSEPH G. WILLIAMS
WILLIAMS


CHRISTINE M.

EXHIBIT A-1
Legal Description
4530 Parcel

THE SOUTH 33-1/2 FEET OF LOT 6 IN BLOCK 23 IN MONTROSE, A SUBDIVISION IN SECTIONS 15 AND 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 13-15-122-020

ADDRESS: 4530 N. KENNETH AVENUE, CHICAGO, ILLINOIS 60630

EXHIBIT A-2
Legal Description
4526 Parcel

LOT 7 IN BLOCK 23 IN MONTROSE, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD

PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PIN: 13-15-122-021

ADDRESS: 4526 N. KENNETH AVENUE, CHICAGO,
ILLINOIS 60630

□

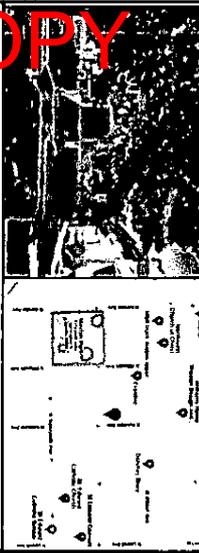
EXHIBIT B
DEPICTION OF SHARED DRIVE

(See Attached)

Property of Cook County Clerk's Office



www.exactalandsurvey.com | Office: 773.305.4011



ROBERT A ADDRESS:
26 AND 4530 N KENNETH AVENUE, CHICAGO, ILLINOIS 60630

DEVELOPER NUMBER: IL2305.3119

DATE SIGNED: 06/27/22 FIELD WORK DATE: 6/27/2022

REVISION DATES:
REV. 1 & 2: 7/2022

POINTS INTEREST
NONE VISIBLE

STATE OF ILLINOIS }
COUNTY OF GRUNDY } SS

I HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.

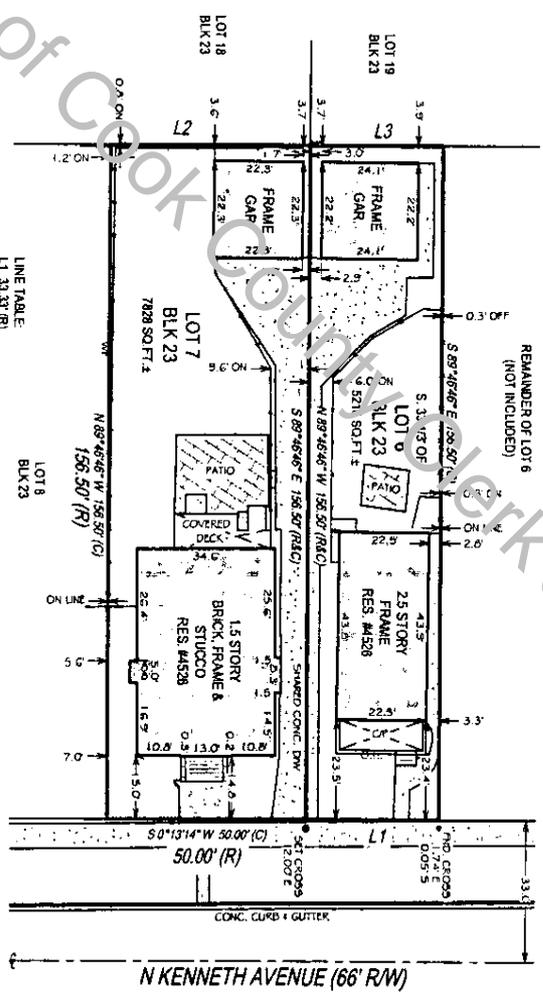
Kenneth A. Kennedy
KENNETH A. KENNEDY
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 3403
STATE OF ILLINOIS

THIS PROFESSIONAL LAND SURVEYOR NO. 3403
LICENSE EXPIRES 11/30/2022
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 18A030895-0008

EXACTA
Land Surveyors, LLC
Exacta Land Surveyors, LLC
PL# 184408095
316 East Jackson Street | Morris, IL 60450
O: 773.305.4011

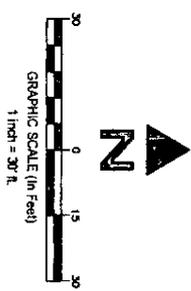


IL2305.3119
BOUNDARY SURVEY
COOK COUNTY



LINE TABLE:

L1	33.33' (B)
S 0°13'14" W	50.00' (C)
L2	50.00' (B)
N 0°13'14" E	50.00' (C)
L3	33.33' (B)
N 0°13'14" E	33.33' (C)



SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

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FLOOD ZONE INFORMATION:

JOB SPECIFIC SURVEYOR NOTES:

PROPERTY ADDRESS: 4526 AND 4530 N KENNETH AVENUE, CHICAGO, ILLINOIS 60630

SURVEY NUMBER: IL2205-3119

CERTIFIED TO: JASON FAHRENBACH AND JAYME MCCULLOUGH; STEWART TITLE;

DATE OF SURVEY: 2/17/22

BUYER: JASON FAHRENBACH AND JAYME MCCULLOUGH

LENDER:

TITLE COMPANY: STEWART TITLE

COMMITMENT DATE: CLIENT FILE NO:

LEGAL DESCRIPTION: LOT 7, BLOCK 23 IN MONTROSE, IN THE EAST 1/2 OF THE SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 7, BLOCK 23 IN MONTROSE, IN THE EAST 1/2 OF THE SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

GENERAL SURVEYOR'S NOTES:

- 1. The legal Description used to perform this survey was supplied by others. This survey does not determine the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
2. The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise, the purpose and intent of this survey is not for any construction activities or future planning.
3. If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection. No excavation was performed to determine its location.
4. This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.
5. Alterations to this survey map and report by other than the signing surveyor are prohibited.
6. Dimensions are in feet and decimals thereof.
7. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.
8. Unless otherwise noted, "SR" indicates a set iron rebar, 5/8 inch in diameter and twenty-four inches long.
9. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.
10. Points of Interest (POI's) are select above-ground improvements, which may appear in profile, with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI's may not represent all items of interest to the viewer. There may be additional POI's which are not shown or called-out as POI's, or which are otherwise unknown to the surveyor.
11. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
12. The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.
13. Due to varying construction standards, building dimensions are approximate and are not intended to be used for new construction or planning.
14. Surveyor bearings are used for angular reference and are intended to show angular relationships of lines only and are not related or oriented to true or magnetic north. Bearings are shown as surveyor bearings, and when shown as matching those on the subdivision plats on which this survey is based, they are to be deemed no more accurate as the determination of a north orientation made on and for those original subdivision plats. North 00 degrees East is assumed and upon preparation of this plat, the resulting bearing between found points as shown on this survey is the basis of said surveyor bearings as defined and required to be noted by Illinois Administrative Code Title 68, Chapter VII, Sub-Chapter B, Part 1270, Section 1270.56, Paragraph B, Sub-Paragraph 6, Item 1.
15. THIS SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY, AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA LAND SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA LAND SURVEYORS, INC. AT THE PHONE NUMBER SHOWN HEREON.

SURVEYOR'S LEGEND:

Table with columns: LINE TYPES, ABBREVIATIONS, and SURVEYOR'S LEGEND. Includes symbols for Boundary Line, Center Line, Chain Link or Wire Fence, Easement, Edge of Wall, Iron Pipe, Over-Set Lines, Survey Line, Survey Line, Vinyl Fence, Wall or Party Wall, Wood Fence, SURFACE TYPES, Asphalt, Brick or Tile, Concrete, Covered Area, Water, Wood, SYMBOLS, Benchmark, Center Line, Central Angle or Delta, Common Ownership, Control Point, Catch Basin, Elevation, Fire Hydrant, Find or Set Monument, Guywire or Anchor, Manhole, Utility or Light Pole, Well.



EXACTA Land Surveyors, LLC
316 East Jackson Street | North, IL 60060
SEE PAGE 1 OF 2 FOR MAP OF PROPERTY
PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES

Exacta Land Surveyors, LLC
15411400009
(773) 305-4011
316 East Jackson Street | North, IL 60060