

SAS D/N of ITC S/S/SOLID UNIT-A

EASEMENT AND DRIVEWAY AGREEMENT

THIS AGREEMENT made and entered into in duplicate this ~~21st~~ day of March, 1998, by and between THOMAS J. CAHILL and MARILYN G. CAHILL, husband and wife, of Western Springs, Cook County, Illinois, parties of the first part, and CHARLES REX WILKINSON and CAROL SUE WILKINSON, husband and wife, of Western Springs, County of Cook and State of Illinois, parties of the second part;

WITNESSETH

WHEREAS, the said parties of the first part are the owners in fee simple of the following described premises in the County of Cook and State of Illinois:

The North 1/2 of Lot 3 in W.H. Thomas' Resubdivision of Block 23 of East Hinsdale, a Subdivision of the East 1/2 and the East 1/2 of the South West 1/4 (North of Railroad) in Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois;

P.I.N. 18-06-216-016  
Common address: 4206 Central Avenue, Western Springs, Illinois 60558; and

WHEREAS, the parties of the second part are the owners in fee simple of the adjoining following described premises in the County of Cook and State of Illinois:

The South 1/2 of Lot 3 in W.H. Thomas' Resubdivision of Block 23 of East Hinsdale, being a Subdivision of part of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, with part of Section 31 and Section 32, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois;

P.I.N. 18-06-216-017  
Common address: 4210 Central Avenue, Western Springs, Illinois 60558; and



4

UNOFFICIAL COPY

Property of Cook County Clerk's Office

WHEREAS, the parties desire for their mutual benefit to maintain a private driveway six (6) feet in width, of which the South line of the North half of said Lot Three shall be the center line and extending for a distance of One Hundred Sixty-five (165) feet west from the East line of said Lot Three;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is covenanted and agreed as follows:

Said parties of the second part, their heirs, executors, administrators and assigns, do hereby grant unto said parties of the first part, their heirs, executors, administrators and assigns, a perpetual easement for driveway purposes over and across the above-described property owned by the parties of the second part, said easement to run over the North 3 feet of the South half of said Lot Three for a distance of One Hundred Sixty-five (165) feet West from the East line of said Lot Three, as a private driveway, to have and to hold said easement to the said parties of the first part, their heirs, executors, administrators and assigns, as an appurtenance in perpetuity.

Said parties of the first part, their heirs, executors, administrators and assigns, do hereby grant unto the said parties of the second part and their heirs, executors, administrators and assigns, a perpetual easement for driveway purposes over and across the property owned by the parties of the first part, said easement to run over the South 3 feet of the North half of said Lot Three for a distance of One Hundred Sixty-five (165) feet west from the East line of said Lot Three as a private driveway, to have and to hold said easement to the said parties of the second part, their heirs, executors, administrators and assigns, as an appurtenance in perpetuity.

"Driveway purposes" as used in this agreement means as a residential driveway, and it is agreed that no vehicles of more than 3 axles or weighing more than \_\_\_\_\_ pounds shall use or travel across the right of way described above.

The driveway described above shall be maintained in good repair by both parties who agree to divide equally the cost and expense of said maintenance.

This grant of easement shall run with the land and shall be binding and inure to the benefit of the parties to this agreement, their heirs, successors, or assigns.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, the parties hereunto affixed their hands and seals the day and year first above written;

Thomas J. Cahill  
Thomas J. Cahill

Marilyn G. Cahill  
Marilyn G. Cahill

Parties of the First Part

Charles Rex Wilkinson

Charles Rex Wilkinson  
Charles Rex Wilkinson

Carol Sue Wilkinson

Carol Sue Wilkinson  
Carol Sue Wilkinson

Parties of the Second Part

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)  
 ) SS.  
COUNTY OF COOK )

I, the undersigned Bruce SKRYD A NOTARY PUBLIC in and for said County, in the State aforesaid, do hereby certify, that THOMAS J. CAHILL and MARILYN G. CAHILL, his wife, 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 said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27 day of March A.D. 1998



Bruce Skryd  
Notary Public  
(My Commission expires 8/20/00)

STATE OF ILLINOIS)  
 ) SS.  
COUNTY OF COOK )

I, the undersigned Bruce SKRYD A NOTARY PUBLIC in and for said County, in the State aforesaid, do hereby certify, that CHARLES REX WILKINSON and CAROL SUE WILKINSON, his wife, 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 said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27 day of March A.D. 1998



Bruce Skryd  
Notary Public  
(My Commission expires 8/20/00)

UNOFFICIAL COPY

Property of Cook County Clerk's Office