

UNOFFICIAL COPY



0010032479

94170121 53 001 Page 1 of 8

2001-01-12 12:00:51

Cook County Recorder

67.00

PARTY WALL AGREEMENT

THIS PARTY WALL AGREEMENT (the "Agreement") is made as of December 5, 2000, by and among ERIC T. McKISSACK and CHERYL MAYBERRY (collectively, the "1426 Owners"), and JOANNE B. FRIEDLAND (the "1424 Owner"; herein, the 1424 Owner and the 1426 Owners are referred to individually as an "Owner" and collectively as the "Owners").

WHEREAS, the 1426 Owners are the sole holders of fee title to certain real estate situated in Cook County, Illinois, which real estate is legally described on Exhibit A attached hereto and by this reference made a part hereof ("1426 N. State"); and

WHEREAS, the 1424 Owner is the sole holder of fee title to certain real estate situated in Cook County, Illinois, which real estate is contiguous to the southern boundary of 1426 N. State (the "Boundary Line"), and which real estate is legally described on Exhibit B attached hereto and by this reference made a part hereof ("1424 N. State"; herein, 1424 N. State and 1426 N. State are referred to individually as a "Parcel" and collectively as the "Parcels"); and

WHEREAS, the 1426 Owners have built a garage using a portion of the existing garden wall situated along the southern edge of 1426 N. State, and the 1424 Owner desires also to use this wall as the northern wall of a garage to be built on 1424 N. State;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the 1424 Owner and the 1426 Owners agree as follows:

1. *Party Wall.* The "Garage Party Wall" shall be that wall situated on the southern edge of the 1426 N. State Parcel of real estate and extending from the alley at the rear of that Parcel to a point approximately 23 feet east of the alley, such wall being the southern wall of the garage currently located on the 1426 N. State Parcel.
2. *Attachment to Garage Party Wall.* The 1426 Owners hereby agree that the 1424 Owner shall have the right to (i) attach the garage and rooftop court being built on the 1424 N. State Parcel to the Garage Party Wall (provided, however, that such attachment will not require the Garage Party Wall to be a structural load-bearing wall for the garage on the 1424 N. State Parcel), and (ii) to cover all or any portion of the Garage Party Wall facing 1424 N. State and the top of the Garage Party Wall with stone or other veneer, including for the purposes of aesthetics and providing detailing to prevent or minimize moisture penetration into the garage on the 1424 N. State Parcel. The 1424 Owner hereby agrees that the 1426 Owners shall have the right to provide detailing to the top of the Garage Party Wall to prevent or minimize moisture penetration into the garage on the 1426 N. State Parcel.
3. *Easement for Footings.* The parties hereto acknowledge that the footings for the existing Garage Party Wall currently encroach onto the 1424 N. State Parcel by approximately

4864831 98439599

Return to
Box 407
To: Trombino

one to five inches in various places. The 1424 Owner hereby grants an easement for the benefit of the 1426 Owners to maintain the existing footings for the Garage Party Wall over such part of the 1424 N. State Parcel, and agrees to permit such footings to be restored in such locations in the event of any rebuilding pursuant to Section 5 from time to time.

4. *Use of Garage Party Wall.* Subject to Section 2 (ii), neither Owner shall be entitled to use the top surface of the Garage Party Wall to the exclusion of the use thereof by the other Owner. Neither Owner shall place any windows or other openings in the Garage Party Wall.

5. *Casualty and Maintenance.* In the event of destruction or damage to the Garage Party Wall, including the foundation thereof, by fire or other casualty, or significant wear and tear or deterioration, either Owner may repair or restore the Garage Party Wall, at its sole cost and expense; provided, however, that if the other Owner thereafter makes use of the Garage Party Wall or constructs improvements on its Parcel abutting and connecting to same, said Owner shall promptly pay to the repairing Owner fifty percent (50%) of the cost of repair or restoration of the Party Wall. All such repair and restoration shall be performed in a good and workmanlike manner with materials comparable to those used in the original Garage Party Wall and shall conform in all respects with all laws, ordinances, rules and regulations of all applicable governmental authorities. Whenever the Garage Party Wall or any portion thereof shall be repaired or restored, it shall be erected in the same location, on the same line and be of the same height, width, length and load-bearing capacity as the Garage Party Wall in existence prior to the casualty.

6. *Amendment and Termination.* All of the covenants, agreements, rights, duties, interests and benefits created hereby or contained herein including, without limitation, the granting of the easement in Section 3 above, may be terminated or amended, in whole or in part, only by an instrument executed by the 1426 Owners and the 1424 Owner or their respective successors in interest to the Parcels in question.

7. *Binding Effect.* This Agreement and all of the rights, obligations, easements, covenants, burdens, uses and privileges contained herein are appurtenant to the Parcels described herein, shall run with the land and (subject to Section 6) be perpetual, and shall be binding upon and inure to the benefit of the Owners and their respective representatives, heirs, successors and assigns.

8. *Construction.* Any construction attached to the Garage Party Wall permitted pursuant to Section 2 and any reconstruction of the Garage Party Wall pursuant to Section 5 shall be performed in a good and workmanlike manner, free of mechanics' liens (subject to the right of the applicable party to contest any mechanics' liens in good faith by appropriate

UNOFFICIAL COPY

10032479

proceedings), and in conformance with all laws, ordinances, rules and regulations of all applicable governmental authorities.

9. *Applicable Law; Severability; Captions.* This Agreement shall be governed by the internal laws (and not the conflicts law) of the State of Illinois. If any of the provisions contained herein shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not in any event affect any of the other provisions contained herein and such other provisions shall be valid and enforceable to the fullest extent permitted by law. The section headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Party Wall Agreement to be executed and delivered as of the day and year first above written.

1426 OWNERS:

1424 OWNER:

Cheryl Mayberry
CHERYL MAYBERRY

Joanne B. Friedland
JOANNE B. FRIEDLAND

Eric T. McKissack
ERIC T. MCKISSACK

Address:
1426 North State Parkway
Chicago, Illinois 60610

Address:
1424 North State Parkway
Chicago, Illinois 60610

UNOFFICIAL COPY

10032479

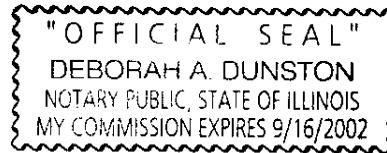
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Deborah A. Dunston, Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that ERIC T. McKISSACK and CHERYL MAYBERRY, 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 and delivered said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of December, 2000.

Deborah A. Dunston
Notary Public

My Commission expires:



UNOFFICIAL COPY

10032479

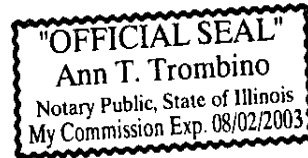
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Ann T. Trombino, Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that JOANNE B. FRIEDLAND, 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 she signed and delivered said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of December, 2000.

Notary Public Ann T. Trombino

My Commission expires: 8/2/02



UNOFFICIAL COPY

EXHIBITS

Exhibit A Legal Description of 1426 N. State

Exhibit B Legal Description of 1424 N. State

10032479

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A
Legal Description of 1426 N. State

Common Street Address: 1426 North State Parkway, Chicago Illinois 60610

10032479

Property Tax Identification Number: 17-04-211-025-0000

THE SOUTH 22.00 FEET OF LOT 12 IN SUBDIVISION OF LOT "A" IN BLOCK 1 AND LOT "A" IN BLOCK 2 IN CATHOLIC BISHOP OF CHICAGO'S SUBDIVISION OF LOT 13 IN BRONSON'S ADDITION TO CHICAGO, IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 21, 1880 AS DOCUMENT NUMBER 285382 IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

EXHIBIT B

10032479

Legal Description of 1424 N. State

Common Street Address: 1424 North State Parkway, Chicago Illinois 60610

Property Tax Identification Number: 17-04-211-026-0000

THE NORTH 21 FEET 11 1/2 INCHES OF LOT 13 IN THE SUBDIVISION OF LOT A IN BLOCK 2 IN THE CATHOLIC BISHOP OF CHICAGO SUBDIVISION OF LOT 13 IN BRONSON'S ADDITION TO CHICAGO IN COOK COUNTY, ILLINOIS, EXCEPT FROM PREMISES IN QUESTION THAT PART IN WHICH A CERTAIN BUILDING BELONGING TO R.M. ROSS IS ERECTED AND NOW STANDS CONVEYED BY CHETLAIN TO ROSS BY DEED DATED OCTOBER 20, 1890, AND RECORDED IN BOOK 2840, PAGE 407 AS DOCUMENT 367550, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.