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9242/0062 45 001 Page 1 of 7
2001-11-29 09:35:14
Cook County Recorder 63.00

PARTY WALL AGREEMENT

This Party Wall Agreement is made as of the 23 day of Feb, 2000, by and between HAJ WHOLESALE, INC. ("Owner No. 1") and WILLIAM LINDEMAN SELF DECLARATION OF TRUST dated July 15, 1998 and KATHY LINDEMAN SELF DECLARATION OF TRUST dated July 15, 1998 ("Owner No. 2").

NP

(Intu)

SA629507-D2-TMS

Witnesseth:

WHEREAS, Owner No. 1 intends to purchase from Owner No. 2 fee title to certain real estate situated in Chicago, Cook County, Illinois, known as 3400 South Archer Avenue, which real estate is legally described on Exhibit "A" attached hereto and by this reference made a part hereof ("Parcel No. 1"); and

WHEREAS, Owner No. 2 currently owns fee title to certain real estate which is contiguous to the North boundary of Parcel No. 1 (the "Boundary Line"), and which real estate is located at 3382 South Archer Avenue, Chicago, Cook County, Illinois, and is legally described on Exhibit "B" attached hereto and by this reference made a part hereof (Parcel No. 2"); and

WHEREAS, Owner No. 1 and Owner No. 2 mutually desire to provide for the maintenance of an existing dividing wall which straddles the Boundary Line and which stands equally upon Parcel No. 1 and Parcel No. 2.

NOW, THEREFORE, the parties do hereby declare that the following rights, obligations, easements, covenants, burdens, uses and privileges shall exist at such times, in the manner and to the extent hereinafter set forth.

BOX 333-CTI

1. **USE OF PARTY WALL:**

Owner No. 1 hereby grants to Owner No. 2 the right and easement to use the party Wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of any improvement constructed on Parcel No. 2. Owner No. 2 hereby grants to Owner No. 1 the right and easement to use the Party Wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of any improvement constructed on parcel No. 1. Neither Owner shall be entitled to use the top surface of the Party Wall to the exclusion of the use thereof by the other Owner. Neither party may extend in height or length the existing Party Wall.

2. **REPAIR AND MAINTENANCE:**

Either party may repair and/or maintain the Party Wall as necessary to ensure that it shall remain structurally sound. The cost of such repair and maintenance shall be shared equally by the parties provided, however that a party seeking to incur expenses in connection with repair or maintenance of the Party Wall, except for emergency, must give the other party fifteen (15) days written notice regarding its intention to maintain or repair and provide the other party with a written estimate of said expense. The other party shall then have an opportunity to obtain its own estimate or object to the cost of maintenance or repair. If the parties are unable to agree with respect to the cost of repair or maintenance or any other questions or differences that shall arise between the parties in connection with the Party Wall, then said matter shall be referred to three arbitrators, one to be appointed by each of the parties and the third to be chosen by the two thus appointed and a decision of the majority of them shall be final. Each party, at its sole cost and expense, shall have the right to paint, decorate, clean and perform such other similar activities on the interior surfaces of the Party Wall facing its respective Parcel.

3. **CASUALTY:**

In the event of destruction or damage to the Party Wall, including the foundation thereof, by fire or other casualty, either party may, subject to the same notice provisions in paragraph 2, repair or restore the Party Wall, at its sole cost and expense; provided, however, that if the other party thereafter makes use of the Party Wall or constructs improvements on its Parcel abutting same, said party shall promptly pay to the repairing party 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 Party Wall and shall conform in all respects with all laws, ordinances, rules and regulations of all applicable governmental authorities. Whenever the 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 Party Wall in existence prior to the casualty.

4. **INDEMNIFICATION:**

Each party hereby indemnifies and agrees to hold the other harmless from and against any and all loss, cost, claim, liability or expense (including any obligation to contribute to repair or restoration) arising out of or relating to any damage caused to the Party Wall by the negligent acts or omissions of the indemnifying party, its employees, agents and representatives. No such indemnifying party shall be permitted to seek contribution from the indemnified party for repairs or restoration of the Party Wall resulting from any such negligent act or omission.

5. **AMENDMENT AND TERMINATION:**

All of the covenants, agreements, rights, duties, interests and benefits created hereby or contained herein may be terminated or amended, in whole or in part, only by an instrument

executed by Owner No. 1 and Owner No. 2 or their respective successors in interest to the Parcels in question.

6. **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 shall bind and insure to the benefit of the parties and their respective representatives, heirs, successors and assigns. This agreement shall continue so long as the buildings hereinabove are in existence and at all times shall be construed as a covenant running with the land and no part of the fee of the soil upon which the Party Wall above-described stands, shall pass or be vested in either party or in any other matter than if this agreement had not been made.

7. **APPLICABLE LAW:**

This Agreement shall be governed by the laws 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 permissible by law.

8. **ENTIRE AGREEMENT:**

This Agreement contains the entire agreement of the parties in respect of the subject matter hereof and supersedes any prior understandings and agreements between the parties regarding the subject matter 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.

OWNER NO. 1

HAJ WHOLESALE, INC.

By: _____

OWNER NO. 2

WILLIAM LINDEMAN SELF DECLARATION OF TRUST dated July 15, 1998

By: _____
WILLIAM LINDEMAN, Trustee

KATHY LINDEMAN SELF DECLARATION OF TRUST dated July 15, 1998

By: _____
KATHY LINDEMAN, Trustee

Mail To: Robbins, Salomon & Patt
ATTN: Howard Golden
25 East Washington St.
Chicago, Il. 60602

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Zarko Sekerez & Associates, Inc.

Land Surveyors & Civil Engineers

111 West Washington, Suite 940
Chicago, Illinois 60602
Telephone: (312) 726-1313
Fax: (312) 236-9506

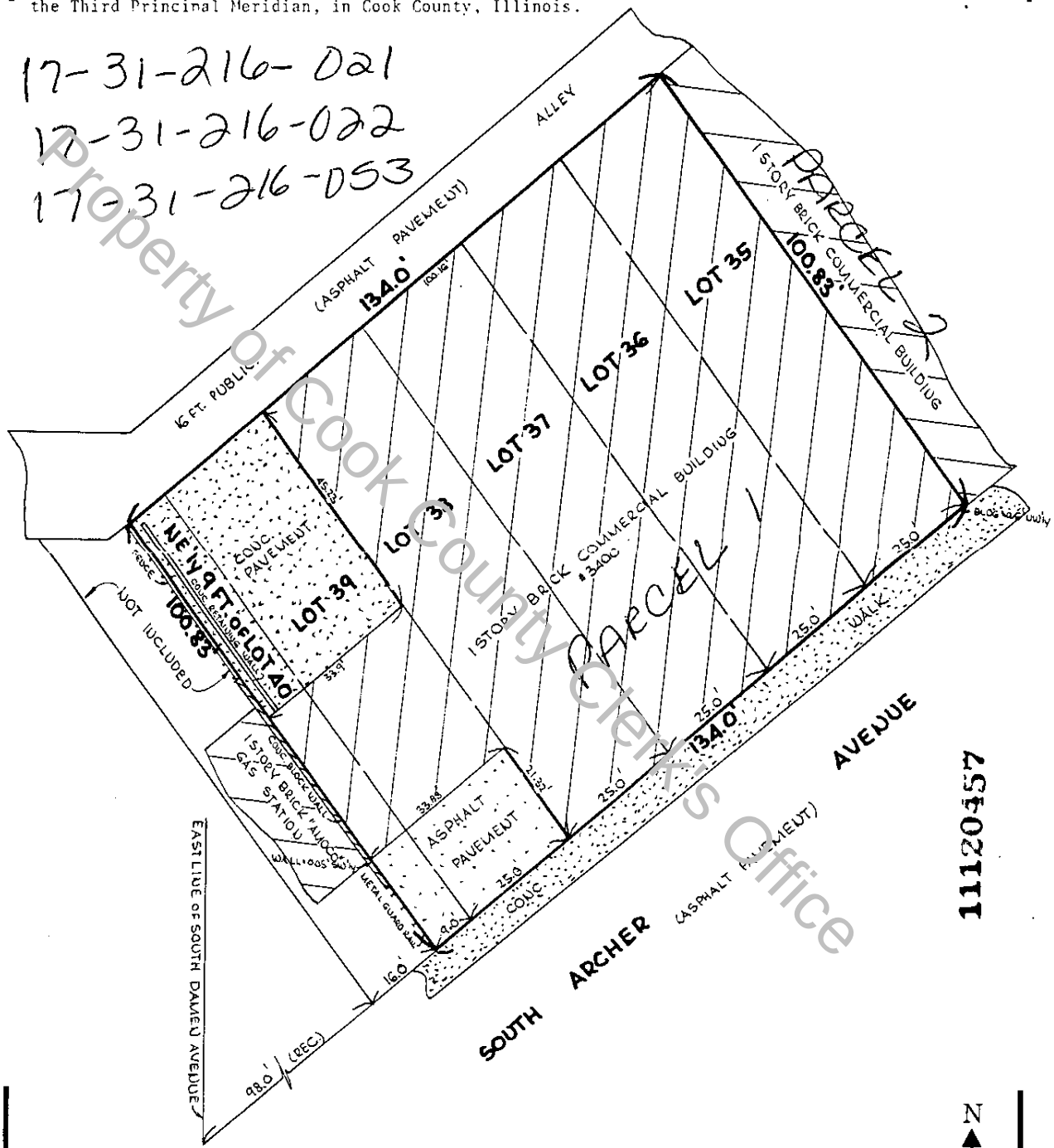
ORDER NO. 93984

3400 South Archer Avenue
Chicago, Illinois

PLAT OF SURVEY

Lots 35 to 39 and the Northeast 9 feet of Lot 40 in George A. Seavern's Subdivision of Block 15 in Canal Trustees Subdivision of the East 1/2 in Section 31, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 17-31-216-021
17-31-216-022
17-31-216-053



11120457

TO: Chicago Title Insurance Company

I, the undersigned, an Illinois Registered Land Surveyor, hereby certify to the above named party that on the date shown an inspection of the real estate described herein was made and that to the best of my knowledge and belief this plat represents the facts found at said time. This plat was prepared for use by the above named party only, for the limited purpose of identification of the subject property. Subject property has not been staked and therefore no data herein should be used for construction or establishing fence lines.

James O. Boldt
Illinois Land Surveyor Number - 35-[redacted]2271

No dimensions should be assumed by scale measurements upon the plat.
Boundary dimensions are based on the public records and/or description provided.
This plat is valid for six (6) months from date shown and should not be relied on thereafter.

The legal description noted on this plat was provided by the client and must be compared with deed and/or title policy. For building restrictions and/or easements refer to your deed, contract, title policy, and/or zoning regulations. This plat is valid only if it contains the original signature and embossed seal of the surveyor. If you have any questions regarding this plat, please do not hesitate to contact us.

SCALE 1 In. = 20 Ft.
DATE JANUARY 11 19 1994
BOOK 417 PAGE 36
ORDERED BY: Tony Sicilia
& Metropolitan Bank

EXHIBIT "A"

LOTS 32, 33 AND 34 IN GEORGE A. SEAVERN'S SUBDIVISION OF BLOCK 15 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-31-216-027, 028 & 029

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EXHIBIT

tabbies

"B"

CHICAGOLAND SURVEY CO.

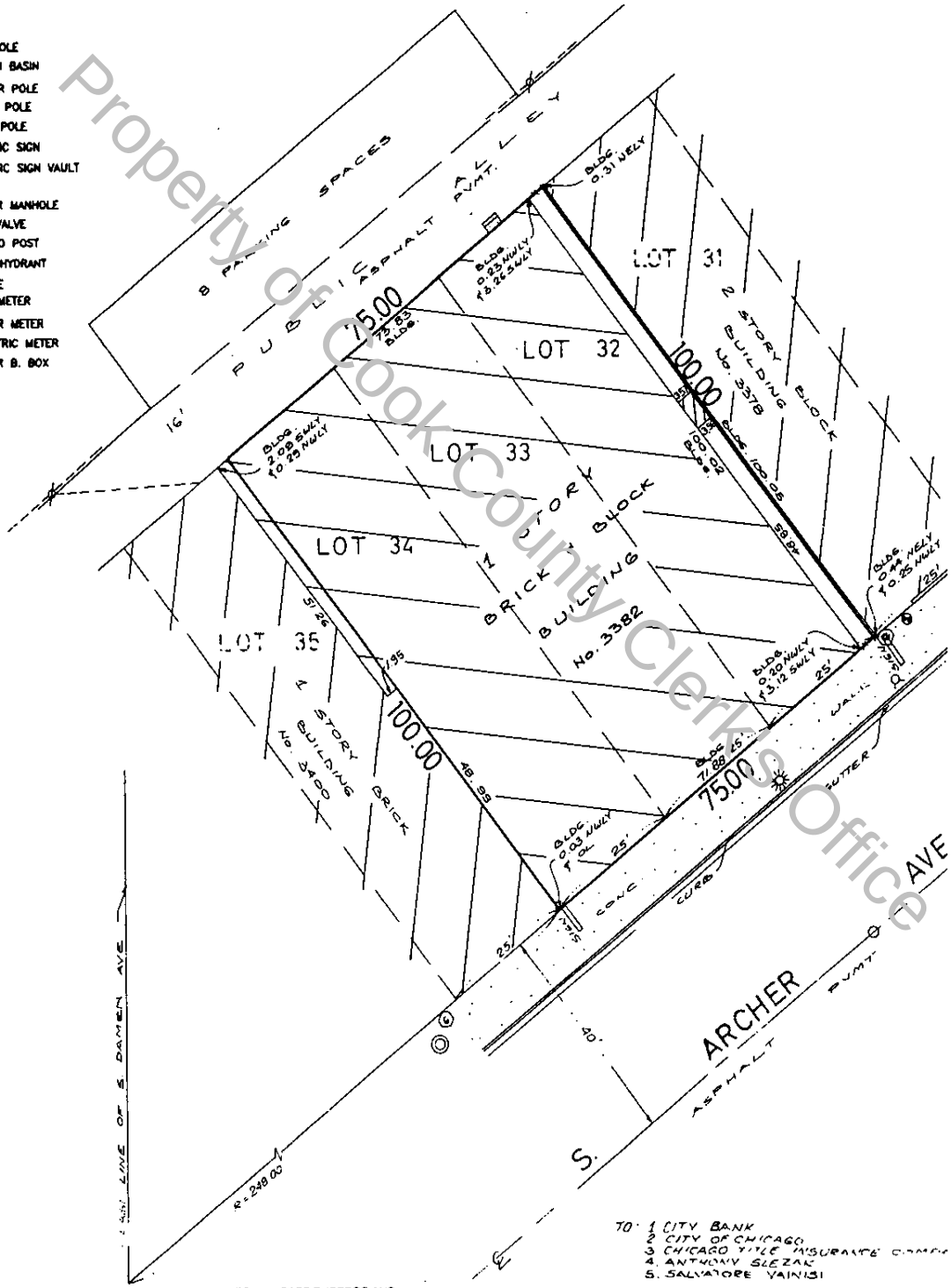
6501 W. 65TH STREET, CHICAGO, ILLINOIS 60638
773-271-9447 708-594-8600

PLAT OF SURVEY
OF

LOTS 32, 33 AND 34 IN GEORGE A. SEAVERN'S SUBDIVISION OF BLOCK 15 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGEND:

- MANHOLE
- CATCH BASIN
- POWER POLE
- LIGHT POLE
- SIGN POLE
- TRAFFIC SIGN
- TRAFFIC SIGN VAULT
- INLET
- WATER MANHOLE
- GAS VALVE
- GUARD POST
- FIRE HYDRANT
- FENCE
- GAS METER
- WATER METER
- ELECTRIC METER
- WATER B. BOX



NOTE:
IN MATTERS OF RECORD, WE HAVE RELIED UPON CHICAGO TITLE INSURANCE COMPANY ALTA OWNERS FORM, POLICY NUMBER 1401 SA6295007LPM, EFFECTIVE DATE: SEPTEMBER 28, 2001.

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SCALE : 1" = 20'

DISTANCES ARE SHOWN IN FEET AND DECIMAL PART THEREOF AND CORRECTED TO 62° F.

FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN ON THE SURVEY PLAT, REFER TO YOUR ABSTRACT, DEED, AND LOCAL BUILDING REGULATIONS.

UTILITY DATA, OTHER THAN PHYSICAL EVIDENCE VISIBLE ON THE GROUND, IS SHOWN AS PROVIDED BY THE PRIVATE AND PUBLIC SOURCES AND SHOULD BE ASSUMED AS APPROXIMATE

STATE OF ILLINOIS REGISTERED LAND SURVEYOR

TO: 1 CITY BANK
2 CITY OF CHICAGO
3 CHICAGO TITLE INSURANCE COMPANY
4. ANTHONY SLEZAK
5. SALVATORE VAINISI

THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON IT IS BASED WERE MADE IN ACCORDANCE WITH "MI STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY AMI LAND TITLE ASSOCIATION (ALTA), AND AMERICAN CONGRE SURVEYING AND MAPPING (ACSM) IN 1997 AND MEET ACCURACY REQUIREMENTS OF AN URBAN SURVEY AS D THEREIN.

DATED IN CHICAGO: OCTOBER 9, 2001

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