

PARTY WALL AGREEMENT
FOR 2015-17 N. SEDGEWICK,
CHICAGO, IL

This Party Wall Agreement for 2015-17 N. Sedgewick, Chicago, IL (this "Agreement") is made as of the 11th day of March, ~~2007~~ by and between Peter Doerr and Lisa Doerr (collectively, "Owner No.1") and Patricia K. Navilio and Michael Lavender (collectively, "Owner No. 2").

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RECITALS

- A. Owner No. 1 is the holder of fee title to certain real estate situated in Cook County, Illinois, which is legally described on Exhibit "A" attached hereto and by this reference made a part hereof ("Parcel No. 1"); and
- B. Owner No. 2 is the holder of fee title to certain real estate which is contiguous to the south boundary of Parcel No. 1 (the "Boundary Line"), and which is legally described on Exhibit "B" attached hereto and by this reference made a part hereof ("Parcel No. 2"); and
- C. Owner No. 1 and Owner No. 2 (each individually, an "Owner" and collectively, the "Owners") mutually desire to provide for the rights, obligations, easements, covenants, burdens, uses and privileges governing the party wall that straddles the Boundary Line and stands equally, more or less, upon Parcel No.1 and Parcel No. 2 (the "Party Wall");

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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.

1. Extension of Party Wall. Either Owner may extend the height or length of the Party Wall from time to time, subject to the terms and conditions contained herein, only with the prior written consent of the other Owner.
2. Use of Party Wall. Each Owner hereby grants to the other Owner 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 building constructed on that Owner's Parcel, *provided that* neither Owner shall be entitled to use more than one-half of the top surface of the Party Wall nearest that Owner's Parcel to the exclusion of the use thereof by the other Owner, and neither Owner shall be entitled to use any part of the Party Wall that does not face that Owner's Parcel. Owner No. 2 agrees to relocate

that portion of its deck that currently sits on top of the Party Wall so that Owner No. 2 will then be in full compliance with this Agreement within 30 days after execution of this Agreement, weather permitting.

3. Repair and Maintenance. Either Owner may repair and/or maintain the Party Wall as necessary to ensure that it shall remain structurally sound and, except to the extent provided in Paragraph 5 below, the cost of such repair and maintenance shall be shared equally by the Owners. Each Owner, at its sole cost and expense, shall have the right to paint, decorate, clean and perform other similar activities on the interior surface of the Party Wall facing its respective Parcel, provided that such activities do not impair or threaten to impair the structural soundness of the Party Wall.
4. Casualty. In the event of destruction or damage to the Party Wall, including the foundation thereof, by fire or other casualty, either Owner may repair or restore the Party wall, at its sole cost and expense; provided, however, that except as otherwise provided in Paragraph 5 below, if the other Owner thereafter makes use of the Party Wall or constructs improvements on its parcel abutting 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 existing 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.
5. Indemnification. Each Owner 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 Owner, its employees, agents and representatives. No such indemnifying Owner shall be permitted to seek contribution from the indemnified Owner for repairs or restoration of the Party Wall resulting from any such negligent act or omission.
6. 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.
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 shall bind and inure to the benefit of the Owners and their respective representatives, heirs, successors and assigns.

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- 8. Applicable Law. The laws of the State of Illinois shall govern this Agreement. 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.
- 9. Entire Agreement. This Agreement contains the entire agreement of the Owners in respect of the subject matter hereof and supersedes any prior understandings and agreements between the Owners regarding the subject matter of this Agreement.
- 10. Enforcement. In the event either Owner brings an action to enforce its rights under this Agreement against the other Owner, the prevailing party shall be entitled to an award of its reasonable attorneys' fees plus court costs against the non-prevailing party.

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

Peter Doerr
 Peter Doerr
Lisa M Doerr
 Lisa Doerr

OWNER NO. 2

Patricia K Navilio
 Patricia K Navilio
Michael Lavender
 Michael Lavender

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Peter Doerr and Lisa Doerr, 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 the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of March 2002

Kathleen A. Meloney
 NOTARY PUBLIC



STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Patricia K. Navilio and Michael Lavender, 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 the said instrument as their free and voluntary

act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of March 2002
2001 (km)

Kathleen A. Meloney
NOTARY PUBLIC



This document was prepared by, and after recording, mail to:

Mary Ellen Rosemeyer
Ferraro & Rosemeyer, Ltd.
1616 N. Damen Ave. Suite 100
Chicago, IL 60647
773/772-8866

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EXHIBIT A

LEGAL DESCRIPTION FOR 2017 N. SEDGEWICK, CHICAGO, IL

20292038

LOT 2 IN LINDGREN, WOLDMER, AND GEE'S RESUBDIVISION OF LOTS 1 TO 5 IN SUBDIVISION OF LOTS 14 TO 17 IN THE SUBDIVISION OF THE WEST HALF OF LOT 7 IN KUHN'S SUBDIVISION OF BLOCK 31 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN.: 14-33-207-018

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EXHIBIT B

LEGAL DESCRIPTION FOR 2015 N. SEDGEWICK, CHICAGO, IL

LOT 3 IN LINDGREN, WOLDMER, AND GEE'S RESUBDIVISION OF LOTS 1 TO 5 IN SUBDIVISION OF LOTS 14 TO 17 IN THE SUBDIVISION OF THE WEST HALF OF LOT 7 IN KUHN'S SUBDIVISION OF BLOCK 31 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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PIN.:14-33-207-017-0000

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