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Cook County Recorder 27.50

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99-0883
Easement and
Party Wall Agreement

This agreement is made this 27th day of AUGUST, 1999 by Fillmore Development L.L.C. an Illinois limited liability company as declarant ("Declarant")

Recitals

The Declarant is the owner in fee simple of the real estate parcels in the City of Chicago, County of Cook, State of Illinois described in Exhibit A attached hereto and made a part hereof, said land being referred to as the "Lot" or "Lots".

The Declarant intends to convey the Lots to individual or multiple purchasers who will accept title to said real estate subject to terms and conditions of this Agreement.

The purposes of this Agreement are as follows:

- A. To establish the terms of a party wall agreement relative to the shared walls of the residential structures and garage structures.
- B. To provide for emergency pedestrian egress across the rooftop of the residential structure and across the rear yard of a lot in the event of an emergency incident threatening harm to persons or property.

Now therefore, the Declarant hereby declares that the lots shall hereafter be held, transferred, sold, conveyed occupied, mortgaged, and encumbered subject to the covenants, conditions restrictions easements, charges and liens hereafter set forth all of which shall run with the land and be binding on all parties having any interest in the Lots or any part thereof and shall inure to the benefit of each owner thereof.

Article 1 Party Walls

Description : Each residential structure and garage structure on a Lot has either one (1) or two (2) party walls comprising the side dividing walls of the residence or garage and running in a North to South directions. Said party walls are constructed of either masonry or of frame and plaster board materials. The vertical wall separating one residence from another and located on the lot boundary is herewith declared a party wall. The vertical wall separating one garage from another and located on the lot boundary is herewith declared a party wall.

- A. The party walls separating two (2) residences or garages shall be for the exclusive use and benefits of the Lots which share said wall, their respective owners, heirs, legal representatives, successors and assigns subject to the terms of this Agreement.
- B. Each of the owners of the Lots sharing a party wall may use said party wall in any manner, which shall not materially interfere with the use and enjoyment thereof by the other.
- C. Any and all costs and expenses necessary for the maintenance and preservation of the party wall in good condition and repair shall be borne equally between the Lot owners who share said party wall; provided, however that if at any time, the structure on one side of the party wall has been removed, the owner of the Lot that shared said wall which remains shall bear the sole cost of so maintaining and preserving the party wall after the owner of the structure which was removed has performed the necessary construction to allow said remaining wall to be a proper exterior wall in accordance with requirements of the City of Chicago then in effect.

THIS DOCUMENT HAS BEEN RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION.

- D. Declarant hereby sets forth that if it shall hereafter become necessary or desirable to repair or replace the whole or any portion of a party wall, the expense of such repairing or rebuilding shall be shared equally by the Lot owners who share said party wall, and whenever the party wall or such portion thereof shall be rebuilt, it shall be erected in the same location and on the same line, and be the same size, and the same or similar material, and of like quality with the present party wall, except where said party wall shall no longer be a shared party wall, but become an exterior wall, then in that case the material and quality shall be similar to the material and design of other exterior walls on the structures.
- Notwithstanding anything herein contained to the contrary, it is further agreed that in the event of damage or destruction of a party wall from any cause, other than the negligence of either of the Lot owners sharing said party wall, either of the parties or other casualty to one of the structures sharing said party wall shall have the right to repair or rebuild the party wall, and (i) the expense thereof shall be apportioned as hereinabove provided, and (ii) each Lot owner shall have the full use of the party wall so repaired or rebuilt. If damage to or destruction of the party wall shall have been caused by loss or fire or other casualty to the property of, or by the negligence of one party sharing said party wall, said party will bear the entire cost of repair or rebuilding. If either party sharing said party wall shall neglect or refuse to pay his share aforesaid, the other party may have the party wall repaired or rebuilt and, in addition to any other remedy available to him at law, shall be entitled record a mechanics lien against the premises of the party so failing to pay. In the amount of defaulting party's share of the repair or rebuilding cost. Any repairing or rebuilding done hereunder shall be performed timely and in a good and workmanlike manner, and to the extent possible, accomplished without interruption to the normal usage of the structures which share said party wall.
- E. Each Lot owner sharing a party wall is licensed by the other lot owner who shares said wall, upon reasonable notice and proof of need, to enter upon the other party's premises for the limited and express purpose of erection, repairing or rebuilding the party wall as hereinabove provided; provided, however, that no such erecting, repairing or rebuilding shall impair or diminish the then existing structural integrity of the other's structure.
- F. All references to party walls contained herein shall also apply to the gutters, scuppers and downspouts which run along, upon or within said party walls, and the portion of this Agreement relating to party walls shall also relate to said gutters, scuppers and downspouts as well.
- G. In the event the structure of one party is no longer connected to the party wall, the other owner, at such time as it removes and disconnects its structure from the party wall, shall demolish and remove the party wall at its sole cost and expense, leaving said wall in a suitable condition to remain as an exterior wall, and then and thereafter this party wall agreement shall terminate and neither party shall have any right, duty or obligation hereunder (except to fulfill his obligations hereunder which shall have accrued up to and including the date of such termination).
- H. The benefits and burdens of the covenants herein contained shall annex to and be construed as covenants running with the aforesaid Lots herein described and shall bind the respective parties hereto and their respective heir, legal representatives, successors and assigns. Nothing herein contained, however, shall be construed to be a conveyance by either party of his respective rights in the fee of real estate on which the party wall shall stand.
- I. To the extent not inconsistent with the provision of this Article, the general rules of law regarding party walls and liability for property damage due to neglect or willful acts or omission shall apply.

Emergency Egress Easement: To comply with the exiting requirements of the City of Chicago a mutual easement is hereby granted in favor of each lot granting each other the right of pedestrian egress from one lot to another lot across the roof top and/or rear yard in the event of an emergency incident involving the risk of injury or death. This right is strictly limited to emergency circumstances only.

IN WITNESS WHEREOF, Fillmore Development L.L.C.C. and Illinois L.L.C. has caused these presents to be signed by its Manager, this day and year first written above.

Permanent Index Numbers: Part of 17-17-326-030, 031 & 032

Address of Real Estate: 1344 W. Fillmore, Chicago, IL 60607 & 1346 W. Fillmore, Chicago, IL 60607

Dated this 21st day of AUGUST, 1999

Fillmore Development L.L.C.

By: [Signature]
Title VP OF MANAGER

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State of Illinois)

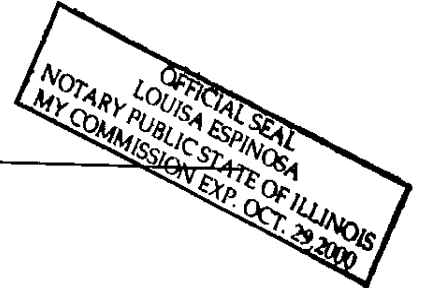
) SS

County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that RICHARD H. LILIE, JR. 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, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 24th day of August, 19 99.

Commission expires 10/29/00, 19 00
Notary Public



This instrument was prepared by and mail to:

Fillmore Development
357 West Chicago Avenue #200
Chicago, IL 60610



Property of Cook County Clerk's Office

00235937

LEGAL DESCRIPTION:

THE EAST 22.43 FEET OF THE WEST 185.11 FEET, EXCEPT THE NORTH 23.00 FEET; TOGETHER WITH THE EAST 18.00 FEET OF THE WEST 180.00 FEET OF THE NORTH 23.00 FEET OF LOTS 25 THROUGH 39, TAKEN AS A TRACT, IN BLOCK 1 IN THE SUBDIVISION OF OUTLOT 47 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

ADDRESS: 1344 & 1344A West Fillmore

P.I.N.: 17-17-326-031 & 032

LEGAL DESCRIPTION:

THE EAST 22.43 FEET OF THE WEST 162.69 FEET, EXCEPT THE NORTH 23.00 FEET; TOGETHER WITH THE EAST 27.00 FEET OF THE WEST 162.00 FEET OF THE NORTH 23.00 FEET OF LOTS 25 THROUGH 39, TAKEN AS A TRACT, IN BLOCK 1 IN THE SUBDIVISION OF OUTLOT 47 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

ADDRESS: 1346 & 1346A West Fillmore

P.I.N.: 17-17-326-030 & 031

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