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2003-01-31 15:01:16

Cook County Recorder

34.50

THIS INSTRUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:

Daniel D. Drew
Tribler Orpett & Crone, P.C.
30 North LaSalle Street
Suite 2200
Chicago, Illinois 60602



(SPACE ABOVE RESERVED FOR RECORDER'S USE ONLY)

PARTY WALL DECLARATION

This Party Wall Declaration ("Declaration") is made this 17th day of January, 2003, by Alice Eileen Calek, owner of record, and Daniel R. Drew, her husband, (collectively "Declarant"), 2424 W. Bloomingdale, Chicago, Illinois 60647.

Recitals

1. Alice Eileen Calek is the owner and legal title holder of that certain real property located in Chicago, Cook County, Illinois, commonly known as 2424 W. Bloomingdale Avenue, Chicago, Illinois 60647, (the "Real Property"). Daniel R. Drew is her husband and an occupant of the Real Property. The Real Property is described on Exhibit A, attached hereto and made part hereof.

2. Declarant intends that the Real Property be utilized as a residential development made up of two (2) single family homes, one constructed on Lots 85 and 86, and the other constructed on Lots 87 and 88 of the Real Property.

3. Lots 85 and 86 of the Real Estate and improvements thereon are commonly known as 2432 W. Bloomingdale, Chicago, Illinois ("West Building"). The complete legal description of the West Building is set forth on Exhibit A. For purposes of this Declaration, the current and any subsequent owner of the West Building shall be referred to as Owner No. 1.

4. Lots 87 and 88 of the Real Estate and improvements thereon are commonly known as 2428 W. Bloomingdale, Chicago, Illinois ("East Building"). The complete legal description of the East Building is set forth on Exhibit A. For purposes of this Declaration, the current and any subsequent owner of the East Building shall be referred to as Owner No. 2. Owner No. 1 and Owner No. 2 are herein sometimes referred to collectively as Owners.

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5. The West Building and the East Building share an existing common masonry support wall and related improvements, located along the lot line dividing lot 86 and lot 87 ("Party Wall").

6. Declarant intends to create, in favor of the East Building and the West Building, an easement for a party wall benefitting and burdening each of the East Building and the West Building.

7. Declarant has determined the terms and provisions of such an easement.

NOW, THEREFORE, for good and valuable consideration, and for the purposes stated herein, and to protect the successors and assigns of each and every owner of the Real Estate and his or her successors or assigns, Declarant declares as follows:

1. *Recitals.* The recitals set forth above are accurate and complete and incorporated by this reference.

2. *Party Wall.* The Party Wall and related drainage and other improvements is declared to be a party wall between the East Building and the West Building, and Declarant hereby grants such easements and covenants as recognized by common law and as set forth herein for non-exclusive use by Owner No. 1 and Owner No. 2 of the Party Wall as it is currently used.

3. *Modification of Party Wall.* Neither Owner may extend the height and/or length of the Party Wall or make any other modification in size or use to the Party Wall without the consent of the other Owner.

Notwithstanding the prior paragraph, Declarant, its successors and/or assigns, acknowledges and agrees that the Owner of the West Building shall have the right, but not the obligation, to cause certain improvements ("Improvements") to the West Building in accordance with the plans attached hereto as Exhibit "B" and made a part hereof. Declarant, its successors and/or assigns further agrees (i) to support any governmental application or proceeding in connection with any zoning relief, variances and the like in connection with the Improvements, provided such support is at no expense to Declarant; and (ii) not assert any violation of any recorded covenant in connection with the Improvements.

4. *Use of Party Wall.* The Owners shall have 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 their respective lots, for shared drainage and for all other current uses. 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.

5. *Repair and Maintenance.* Either Owner may reasonably repair and/or maintain the Party Wall as necessary to ensure that it shall remain structurally sound and, except to the extent provided in Section 7 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

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perform other similar activities on the interior surface of the Party Wall facing its respective building.

6. *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 Section 7 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 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.

7. *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 identifying Owner, its guests, invitees, 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.

8. *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.

9. *Binding Effect.* This Agreement and all of the rights, obligations, easements, covenants, burdens, uses and privileges contained herein are appurtenant to the real estate 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.

10. *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 permitted by law.

11. *Entire Agreement.* This Declaration contains the entire agreement in respect of the subject matter hereof and supersedes any prior understandings and agreements between any prior owners regarding the subject matter of this Declaration.

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IN WITNESS WHEREOF, Declarant has executed this Declaration of Party Wall as of the day and year first above written.

Alice Eileen Calek
Alice Eileen Calek

Daniel R. Drew
Daniel R. Drew

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Christyna Cameron, Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that Alice Eileen Calek and Daniel R. Drew, 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 Notary Seal this 17th day of January, 2003.

Christyna Cameron
Notary Public

My Commission expires: NOV 24, 2006
OFFICIAL SEAL
CHRISTYNA CAMERON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES NOV 24, 2006

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EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 85, 86, 87, AND 88 IN COLEHOUR SUBDIVISION OF BLOCK 4 OF THE JOHNSTON'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-36-416-033-0000
13-36-416-034-0000
13-36-416-035-0000
13-36-416-036-0000

COMMONLY KNOWN AS: 2420 - 2424 WEST BLOOMINGDALE AVENUE

WEST BUILDING

LOTS 85 AND 86 IN COLEHOUR SUBDIVISION OF BLOCK 4 OF THE JOHNSTON'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-36-416-033-0000
13-36-416-034-0000

EAST BUILDING

LOTS 87 AND 88 IN COLEHOUR SUBDIVISION OF BLOCK 4 OF THE JOHNSTON'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-36-416-035-0000
13-36-416-036-0000

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