

# UNOFFICIAL COPY



Doc#: 0704018066 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/09/2007 03:32 PM Pg: 1 of 5

THIS INSTRUMENT PREPARED  
BY AND SHOULD BE MAILED TO:  
LLOYD E. CUSSIS  
ATTORNEY AT LAW  
2536 NORTH LINCOLN  
CHICAGO, IL 60614

PARCEL 1:  
3335-37 NORTH HALSTED  
CHICAGO, IL  
PTIN: 14-21-308-069-0000

PARCEL 2:  
3339-41 NORTH HALSTED  
CHICAGO, IL  
PTIN: 14-21-308-070-0000

## PARTY WALL AGREEMENT

THIS PARTY WALL AGREEMENT made and entered into this 21<sup>st</sup> day of JANUARY, 2007, by E55, LLC, a limited liability company duly organized and existing under the laws of the State of Illinois, (hereinafter referred to as "E55") and BLACKAMG, LLC, a limited liability company duly organized and existing under the laws of the State of Illinois (hereinafter referred to "AMG") as follows:

### WITNESSETH:

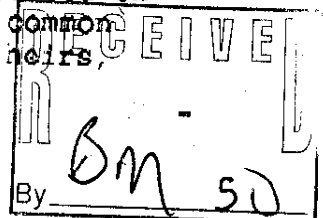
WHEREAS, E55 is the owner in fee simple of certain real estate commonly known as 3335-37 North Halsted, Chicago, Illinois, being legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Parcel 1"); and

WHEREAS, AMG is the owner in fee simple of certain real estate commonly known as 3339 41 North Halsted, Chicago, Illinois, being legally described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as "Parcel 2"); and

WHEREAS, there is now existing a party wall between the buildings now located on Parcels 1 and 2 which E55 and AMG desire to continue to use as a party wall.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. That the party wall now dividing the buildings located on Parcels 1 and 2 shall be and remain a party wall and the common property of the owners of said Parcels, their respective heirs,



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successors and assigns, so that either of them shall be at liberty to use said wall in any manner that may not interfere with the equal use of the other side of the wall by the other owner.

2. The owners of Parcels 1 and 2 shall maintain the party wall during the period that the existing buildings on Parcels 1 and 2 shall remain, with the cost of such maintenance to be borne equally by them, unless such maintenance is necessitated by the negligent or wilfull act of one party or the other, in which case the entire cost of the maintenance shall be borne by the party causing the need for such maintenance.

3. The parties further agree, for themselves, their respective heirs, grantees, successors and assigns that if it should become necessary to reconstruct the party wall or any portion thereof, the expense therefore shall be borne equally by the owners of said Parcels unless the reconstruction of the party wall is necessitated by the negligent or wilfull act of one owner or the other, in which case the entire cost of reconstructing the party wall shall be borne by the party causing the need for such reconstruction. In the event that the party wall shall be reconstructed, it shall be so done in the exact location as presently exists.

4. In the event that either of the buildings located on Parcels 1 and 2 are razed, the owner of the parcel electing to raze his building shall do so in a safe and workmanlike manner so as not to interfere with the remaining portion of the wall on the other owner's real estate, shall weatherproof the exposed surface of the party wall in a good and workmanlike manner at his expense and shall thereafter have no further maintenance obligation.

5. In the event that one of the owners elects to raze the building located on his Parcel, he shall grant the other party access as may be reasonably required for continuing maintenance of the remaining exterior portion of the wall.

6. In the event that either owner razes the existing building located on his Parcel, he shall have the right to reconstruct another building on his Parcel, using all or a portion of the then remaining party wall as a common wall, in which case the provisions of this Agreement shall again become operative.

7. This Declaration shall be perpetual and at all times shall be construed as a covenant running with the land and shall be binding upon and inure to the benefit of the heirs, grantees, assigns, successors and personal representatives of the parties hereto.

8. The owner of either Parcel may enforce this instrument by appropriate action, and should he prevail in such litigation, he shall recover, as part of his costs, reasonable attorney's fees.

IN WITNESS WHEREOF, E55, LLC and BLACKAMG, LLC have hereunto set their hands and seals the day and year first above written.



**UNOFFICIAL COPY**LEGAL DESCRIPTION

Lots 8, 9 and 10 taken as a tract (except the North 38 feet thereof) in W. J. Haerther's North Shore Addition in Pine Grove, a Subdivision of fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, map of which Addition was recorded September 22, 1892 in Book 56 of Plats, Page 32, in Cook County, Illinois

Address of Property: 3335-3337 North Halsted, Chicago, Illinois

Property of Cook County Clerk's Office

EXHIBIT A

**UNOFFICIAL COPY**LEGAL DESCRIPTION

The North 38 feet of Lots 8, 9 and 10 taken as a tract in W. J. Haerther's North Shore Addition in Pine Grove, a Subdivision of fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, map of which Addition was recorded September 22, 1892 in Book 56 of Plats, Page 32, in Cook County, Illinois

Address of Property: 3339-3341 North Halsted, Chicago, Illinois

Property of Cook County Clerk's Office

EXHIBIT B