

## SHARED PIER AGREEMENT

Doc#: 0907647085 Fee: \$48.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/17/2009 10:53 AM Pg: 1 of 6

THIS AGREEMENT made this 11<sup>th</sup> day of February, 2009, between the owners set forth hereafter:

WHEREAS, Timothy J. Brown and Karen R. Brown f/k/a Karen R. Davis, husband and wife, are the owners of the property described in "Exhibit A" attached hereto; and

WHEREAS, Andre Comeaux and Yolanda Comeaux, husband and wife, are the owners of the property described in "Exhibit B" attached hereto;

WHEREAS, there exists a pier in the lake behind the aforesaid residential properties, which was paid for and constructed by Timothy J. Brown and Karen R. Brown on Outlot A, owned by the Village of Lynwood, which pier may not be properly located upon the area the Village allocates to the Browns' property for pier construction, and which may be located at partly on the land allocated by the Village to the Comeauxs' property for pier construction, and whereby the parties wish to resolve and settle all such issues, each party acknowledging the receipt of good and valuable consideration for this Agreement;

WHEREAS, it is the intention of the parties that in the event of the sale of either of the said residential properties, that the pier on Outlot A, between the said properties shall remain in the same condition for the use of all subsequent purchasers.

NOW, THEREFORE, the aforesaid parties, in order to protect each and every other purchaser, his successors and assigns, of any unit as aforesaid, do hereby create easements in the said common pier between the properties as follows:

1. The said pier is hereby declared to be a common pier, in the Village allocated area for piers in Outlot A behind the residences, erected for use by the owner(s) of both properties described in Exhibits A and B.

2. The cost of maintaining the common pier, including, but not limited to wood staining and sealing, board replacement; and the like, shall be paid equally by the owners of the properties legally described in Exhibits A and B. Each party shall keep the pier free from debris, refuse, and obstructions, to allow use of the pier and boat launching therefrom.

3. The said common pier shall not be materially altered or changed by any of the parties nor shall any of the parties have the right to add to or detract from the common pier in any manner whatsoever, it being the intention that the common pier shall at all times remain in the same position as when constructed. If it becomes necessary to repair or rebuild the common pier, or any portion thereof, the same shall be rebuilt and constructed in the same place where it now exists and this agreement shall continue in full force and effect. However, in the event that 75% or more of the pier ever needs to be replaced, either party may elect to terminate this Agreement by filing a recorded document so stating, in which event, after each party has equally paid the cost of demolishing the existing pier, each party may apply to the Village and to Lake Lynwood Marina Association to construct their own separately owned pier on their own respective Village allocated area on Outlot A.

4. In the event of damage or destruction of said pier from any cause, other than the intentional or negligent acts of the owners thereof, the owners shall each be responsible for one-half (1/2) the cost of the repair of the pier (subject to paragraph 3 heretofore), and each owner, his successors and assigns, shall have the right to the full use of said pier so repaired or reconstructed. If any party's negligent or intentional act(s) shall cause damage to or destruction of said pier, such negligent party shall bear the entire cost of repair or reconstruction. If any owner shall neglect or refuse to pay for his share, or all of such costs in the case of unpermitted intentional or negligent destruction, the other owner may have said pier repaired or reconstructed and shall be entitled to have a mechanics' lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair or replacement costs, and may additionally pursue any other remedies legally available to enforce the terms of this Agreement.

5. The pier is presently located as shown in the survey of Robert A. Nowicki & Associates, Ltd, dated August 22, 2006, and attached hereto and incorporated herein as "Exhibit C".

6. This Agreement is and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to any lot in Exhibits A and B shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every purchaser, by accepting a deed to either lot shall thereby consent and agree to be bound by the covenants therein contained to the same extent as though he had signed this instrument. This Agreement shall be binding upon the undersigned, their heirs, successors, assigns and grantees.

IN WITNESS WHEREOF, the parties have signed this agreement the day and date first above written.

TIMOTHY J. BROWN

KAREN R. BROWN

ANDRE COMEAUX

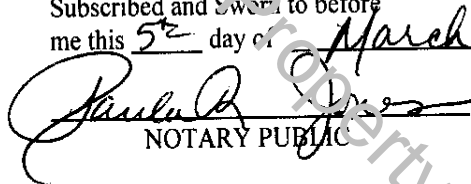
YOLANDA COMEAUX

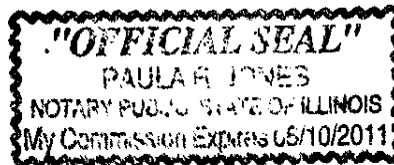
# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that on this 5 day of March, 2009, Timothy J. Brown and Karen R. Brown f/k/a Karen R. Davis, husband and wife, appeared before me and is/are personally known to me to be the same person(s) who signed the above instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Subscribed and Sworn to before me this 5<sup>th</sup> day of March, 2009.

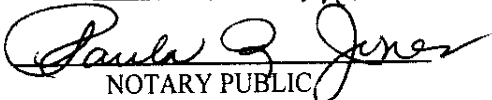
  
NOTARY PUBLIC

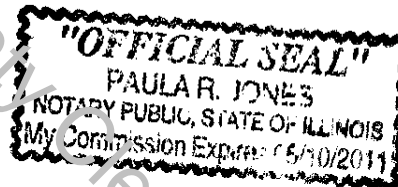


STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that on this 5 day of March, 2009, Andre Comeaux and Yolanda Comeaux, husband and wife, appeared before me and is/are personally known to me to be the same person(s) who signed the above instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Subscribed and Sworn to before me this 5<sup>th</sup> day of March, 2009.

  
NOTARY PUBLIC



PIN Numbers and property addresses: 2704 Wind Point Court, Lynwood, IL 60411 PIN# 33-07-105-016-0000  
19505 Lake Lynwood, Lynwood, IL 60411 PIN# 33-07-105-014-0000

**MAIL TO:**  
Law Offices Daniel M. Greenberg, Chtd.  
17900 Dixie Highway - Suite 11  
Homewood, IL 60430

Tax Bills: This does not change the tax assessee of either property.

# UNOFFICIAL COPY

## ADDENDUM TO SHARED PIER AGREEMENT

IN THE EVENT THE PIER IS TO BE REPAIRED PURSUANT TO THE TERMS OF PARAGRAPH 4 OF THE 'SHARED PIER AGREEMENT', BOTH PARTIES MUST AGREE IN WRITING BEFORE REPAIR WORK IS UNDERTAKEN TO THE REPAIRS AND THE COST OF THE REPAIR OF THE PIER BEFORE CONTRIBUTION IS BINDING ON EITHER OF THE PARTIES.

EITHER PARTY TO THE PIER AGREEMENT CANNOT UNILATERALLY BIND THE OTHER PARTY TO THE COST OF REPAIR WITHOUT THE OTHER PARTIES WRITTEN CONSENT AND APPROVAL PRIOR TO INCURRING ANY EXPENSE.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS ADDENDUM TO THE SHARED PIER AGREEMENT THIS

5th DAY OF March, 2009.

Timothy J. Brown  
TIMOTHY BROWN

Andre Comeaux  
ANDRE COMEAUX

Karen R. Brown  
KAREN R. BROWN

Yolanda Comeaux  
YOLANDA COMEAUX

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## Exhibit A

LOT 39 IN LAKE LYNWOOD UNIT 2, BEING A SUBDIVISION IN SECTION 7,  
TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

Common Address: 2704 Wind Point Court, Lynwood, Illinois 60411  
PIN: 33-07-105-016-0000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## Exhibit B

LOT 37 IN LAKE LYNWOOD UNIT 2, BEING A SUBDIVISION OF PART OF SECTION 7,  
TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

Common Address: 19505 Lake Lynwood Drive, Lynwood, Illinois 60411  
PIN: 33-07-105-014-0000

Property of Cook County Clerk's Office

OFFICE:  
17844 CHAPPEL AVENUE  
LANSING, ILLINOIS 60438

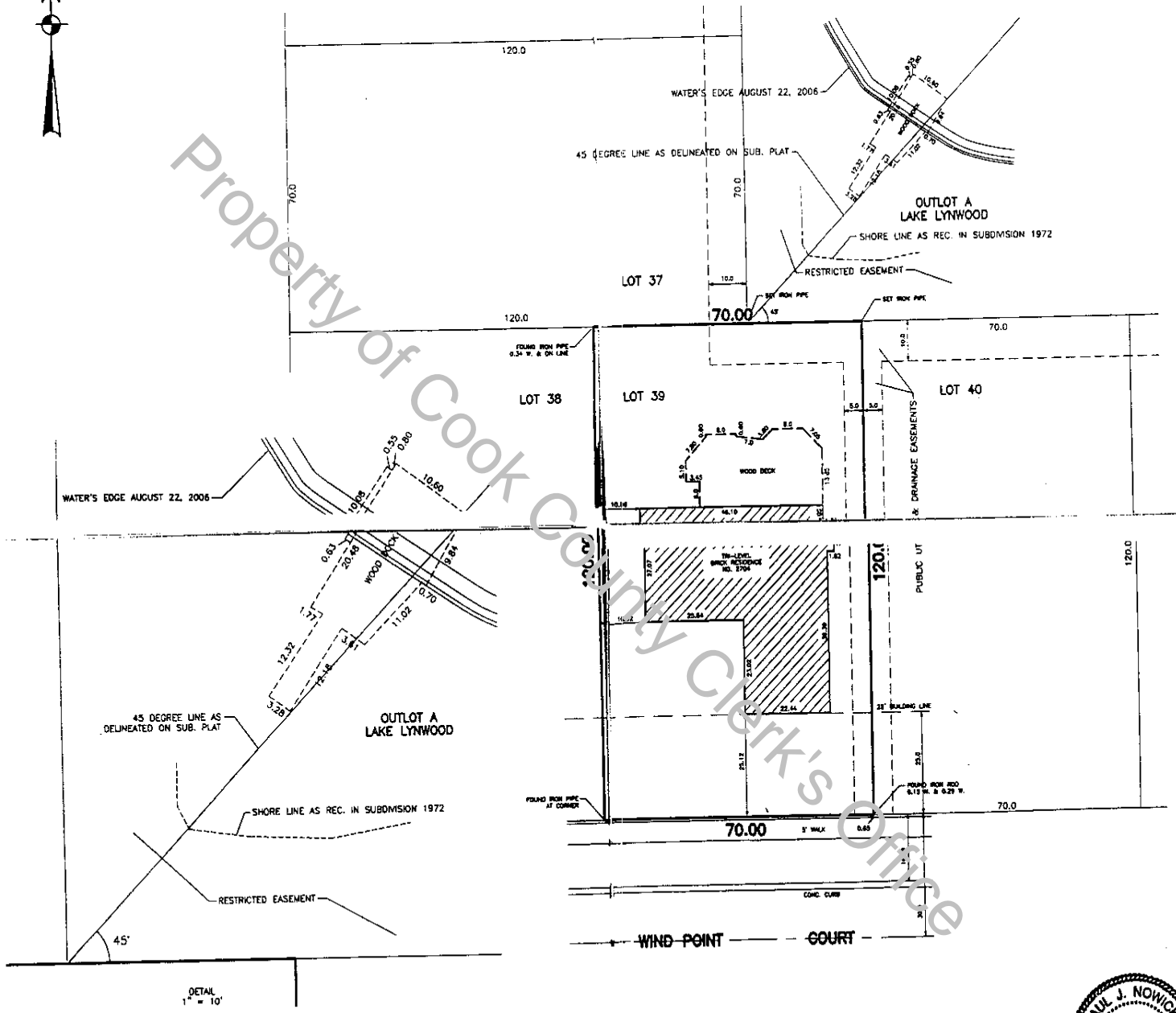
# UNOFFICIAL COPY

PHONE: (708) 474-1944  
FAX: (708) 474-1962

by  
ROBERT A. NOWICKI & ASSOCIATES, LTD.  
• LAND SURVEYORS •

Exhibit C

LOT 39 IN LAKE LYNWOOD UNIT NO. 2, BEING A SUBDIVISION OF PART OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



DETAIL  
1" = 10'

FOR: TIMOTHY & CARON DAVIS  
ORDER NO. 80815  
SCALE: 1" = 20'

Contractor or builder should verify and compare all points before beginning any construction and at once report any discrepancies to the Surveyor. Consult your deed or title policy for easements and restrictions.

RESURVEYED TO LOCATE BUILDINGS.  
FOR: \_\_\_\_\_  
ORDER NO. \_\_\_\_\_  
DATE: \_\_\_\_\_



DECIMAL EQUIVALENTS		
1/8" = 0.01	1" = 0.11	8" = 0.67
1/4" = 0.02	2" = 0.17	9" = 0.75
3/8" = 0.03	3" = 0.26	10" = 0.83
1/2" = 0.04	4" = 0.33	11" = 0.92
5/8" = 0.05	5" = 0.42	12" = 1.00
3/4" = 0.06	6" = 0.50	
7/8" = 0.07	7" = 0.58	

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

LICENSE EXPIRES NOVEMBER 30, 2006

STATE OF ILLINOIS } SS  
COUNTY OF COOK }

I, PAUL J. NOWICKI a Registered Illinois Land Surveyor, do hereby certify that I have surveyed the property described in the caption to the hereon drawn plat and that the foregoing plat is a true and correct representation of the same. All dimensions are in feet and decimal parts thereof and are corrected to a temperature of 68 degrees Fahrenheit.

Date August 22, 2006

*Paul J. Nowicki*  
Certificate No. 2544

