

# UNOFFICIAL COPY



Doc#: 1224329049 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/30/2012 12:16 PM Pg: 1 of 8

## PARTY WALL AGREEMENT

This Party Wall Agreement (the "Agreement") is made and entered into this 28 day of August 2012, by and between McLean Center, L.L.C., an Illinois limited liability company and McLean Business Center, LLC, an Illinois limited liability company.

WHEREAS, McLean Center, L.L.C. is the holder of fee simple title to the property legally described in Exhibit A, attached hereto and made a part hereof (the "McLean Parcel");

WHEREAS, McLean Business Center, LLC is the holder of fee simple title to the property located both south and adjacent and east and adjacent to the McLean Parcel which is legally described in Exhibit B, attached hereto and made a part hereof (the "Lakeshore Parcel"); and

WHEREAS, a wall currently exists that is located on or about the boundary between the McLean Parcel and the Lakeshore Parcel which separates the buildings located on the two parcels, which the parties hereto desire to provide for the existence and maintenance of as a party wall (the "Party Wall"), the location of which is depicted on the sketch attached hereto and made a part hereof as Exhibit C.

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

1. Establishment of Party Wall. The Party Wall is hereby designated a party wall which shall exist for the common benefit of the owners of the McLean Parcel and the Lakeshore Parcel. Neither owner shall have the right to alter, remove, weaken or otherwise disturb the Party Wall without the written consent of the other owner.

*Prepared by and*  
After recording return to:  
David B. Aufrecht, Esq.  
65 E. Wacker Place  
Suite 2300  
Chicago, Illinois 60601

Property of Cook County Clerk's Office

First American Title Order # NCS 572140 3049

8



# UNOFFICIAL COPY

2. Mutual Easements. The Party Wall may not be located on the exact boundary between the McLean Parcel and the Lakeshore Parcel. Therefore, the parties hereto hereby grant each other mutual perpetual and exclusive easements over any portion of their parcel located on the other party's side of the wall, which Wall is the boundary in fact between the parcels.

3. Maintenance. In performing maintenance and repair to the Party Wall or the building located on its parcel, the party performing the work shall take and observe due caution and care not to damage the Party Wall or the property of the other party. Maintenance and repair of the Party Wall shall be shared equally by the owners of the parcels, except each owner shall be solely responsible for repairs to the Party Wall and to the property of the other party, which are necessitated by an event which originated on its side of the wall. In the event a party is responsible for damage to the Party Wall or to the other party's property, such responsible party shall promptly, and in a good and workmanlike manner, repair the Party Wall and the other party's property to the same condition that existed before the occurrence of the damage. In the event a responsible party fails to commence repairs it is obligated to make pursuant to the preceding sentence within fifteen (15) days after receipt of written notice or fails to proceed diligently thereafter to complete such repairs, the other party may undertake such repairs, and charge the responsible party for the actual cost thereof.

4. Payment and Lien for Nonpayment. Any party that is entitled to payment from the other party pursuant to this Agreement shall pay such amount within thirty (30) days after receipt of a written request. In the event payment is not made within said thirty (30) day period, the amount owed shall be deemed to be secured by a lien on the parcel owned by the obligated party. The party that has a lien pursuant to this paragraph shall be entitled to record the lien on the parcel owned by the obligated party.

5. Binding on Successors. The terms of and covenants contained in this Agreement shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

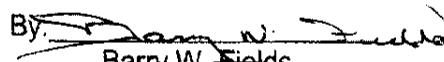
THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

# UNOFFICIAL COPY

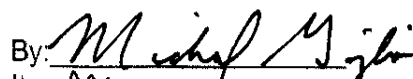

7. Amendments. This Agreement may be amended or modified only by a written instrument executed by the parties hereto or their respective successors and assigns.

McLean Center, L.L.C.

By: Barry W. Fields and  
Associates, Inc., Manager

By:   
Barry W. Fields  
President

McLean Business Center, LLC

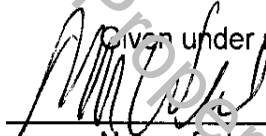
By:   
Its: 

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Michael Beck personally known to me to be the MSR of McLean Business Center, LLC and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such MSR he signed and delivered the said instrument pursuant to authority given by the members of McLean Business Center, LLC and as his free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.


Given under my hand and official seal, this 28 day of August, 2012.  
  
\_\_\_\_\_  
Notary Public

Commission expires:

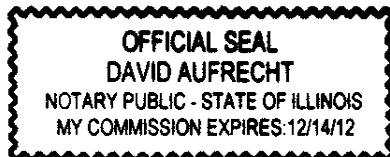


STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Barry W. Fields personally known to me to be the President of Barry W. Fields and Associates, Inc., the Manager of McLean Center, L.L.C. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President of the Manager he signed and delivered the said instrument pursuant to authority given by the members of McLean Center, L.L.C. and the Board of Directors of Barry W. Fields and Associates, Inc., and as his free and voluntary act, and as the free and voluntary act of said companies, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of August, 2012.  
  
\_\_\_\_\_  
Notary Public

Commission expires:



# UNOFFICIAL COPY

## EXHIBIT A

### PARCEL 1:

LOTS 22 TO 36, BOTH INCLUSIVE, IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

ALL THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING LOTS 4 TO 9, BOTH INCLUSIVE, AND LYING NORTH OF AND ADJOINING LOTS 30 TO 37, BOTH INCLUSIVE, IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 3912 W. McLean, Chicago, Illinois (portion)

PINS: 13-35-123-079-0000 (portion); 13-35-123-023-0000 (portion); 13-35-123-024-0000 (portion); 13-35-123-083-0000 (portion); 13-35-123-084-0000 (portion)

# UNOFFICIAL COPY

## EXHIBIT B

### PARCEL 1:

LOT 37 AND LOTS 39 TO 53, BOTH INCLUSIVE (EXCEPT THE NORTH 4.00 FEET OF LOTS 51 TO 53, BOTH INCLUSIVE, DEDICATED FOR PUBLIC STREET PURPOSES BY PLAT OF DEDICATION RECORDED SEPTEMBER 29, 1966 AS DOCUMENT 19956481) IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE NORTH 1/2 OF VACATED MCLEAN AVENUE LYING SOUTH OF AND ADJOINING LOTS 29 TO 37, BOTH INCLUSIVE, AND THE SOUTH 1/2 OF VACATED MCLEAN AVENUE LYING NORTH OF AND ADJOINING LOTS 39 TO 50, BOTH INCLUSIVE, IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THE NORTH 1/2 OF VACATED MCLEAN AVENUE LYING SOUTH OF AND ADJOINING LOTS 26 TO 28, BOTH INCLUSIVE, AND THE SOUTH 1/2 OF VACATED MCLEAN AVENUE LYING NORTH OF AND ADJOINING LOTS 51 TO 53, BOTH INCLUSIVE, TOGETHER WITH THE NORTH 4.0 FEET OF SAID LOTS 51 TO 53 AFORESAID, IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

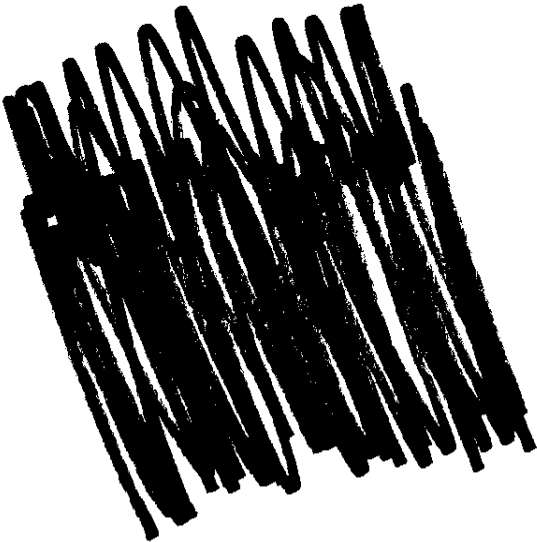
Address: 3912 W. McLean, Chicago, Illinois (portion)

PINS: 13-35-123-079-0000 (portion); 13-35-123-042-0000; 13-35-123-041-0000; 13-35-123-040-0000; 13-35-123-039-0000; 13-35-123-038-0000; 13-35-123-037-0000; 13-35-123-036-0000; 13-35-123-035-0000; 13-35-123-023-0000 (portion); 13-35-123-024-0000 (portion); 13-35-123-083-0000 (portion); 13-35-123-084-0000 (portion)

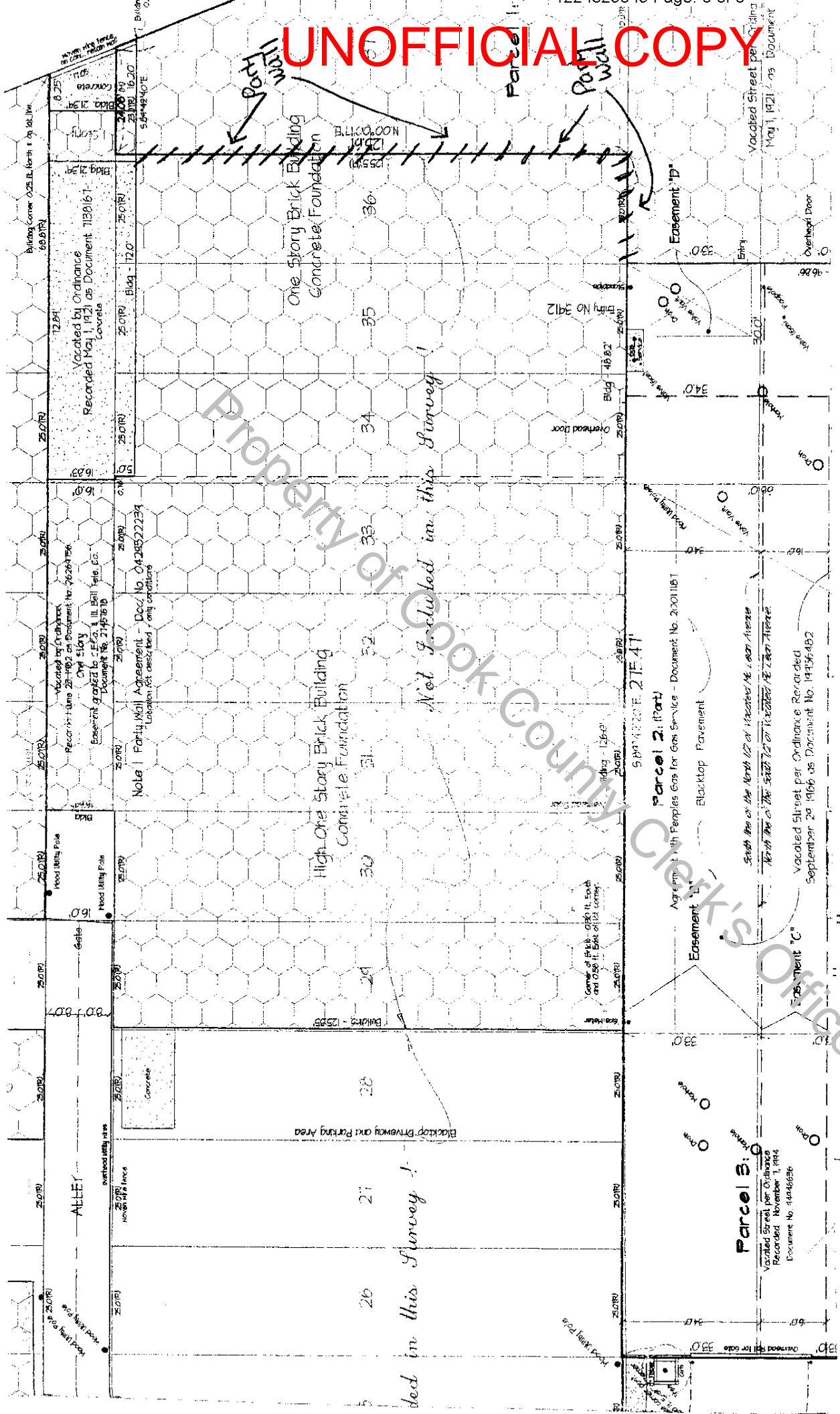
# UNOFFICIAL COPY

EXHIBIT C

Property of Cook County Clerk's Office



UNOFFICIAL COPY



One Story Brick Building  
Concrete Foundation

High One Story Brick Building  
Concrete Foundation

Not Included in this Survey!

ded in this Survey!

Parcel 2 (part)

Parcel 3

Easement "B"

Easement "C"

ALLEY

overhead utility wires

Concrete

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires

overhead utility wires