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Doc#: 1503716016 Fee: \$72.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/06/2015 12:11 PM Pg: 1 of 18

1503716016

PARTY WALL AGREEMENT

BETWEEN

SOVRAN ACQUISITION LIMITED PARTNERSHIP

AND

STANDARD BANK & TRUST COMPANY UNDER TRUST AGREEMENT
DATED NOVEMBER 19, 1992 AND KNOWN AS TRUST NO. 13596,
JOHN PAVLOPOULOS, NICK VERVENIOTIS, NICK SCARLATIS,
PVS BUILDING MANAGEMENT AND ALSIP-MINI WAREHOUSE, INC.

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PARTY WALL AGREEMENT

This Agreement, made this 5 day of Feb, 2015, by and between SOVRAN ACQUISITION LIMITED PARTNERSHIP, having an address of 6467 Main Street, Buffalo, New York 14221 ("Sovran") and STANDARD BANK & TRUST COMPANY UNDER TRUST AGREEMENT DATED NOVEMBER 19, 1992 AND KNOWN AS TRUST NO. 13596, JOHN PAVLOPOULOS, NICK VERVENIOTIS, NICK SCARLATIS, PVS BUILDING MANAGEMENT and AL SIP-MINI WAREHOUSE, INC., all having an address of 5656 West 120th Street, Alsip, Illinois 60803 (collectively "Seller").

WHEREAS, Sovran and Seller each own certain adjoining parcels of improved property, both of which share a common party wall;

WHEREAS, Sovran and Seller desire to specify their respective rights and obligations with respect to such common party wall,

WHEREAS, Sovran is the present owner in fee of improved real property (operated as a self storage facility) located at 5253/5420 West 111th Street, Alsip, Illinois 60803 and having a Pin No. of 24-21-100-021-0000 as described in attached Schedule A ("Sovran Property");

WHEREAS, Seller is the present owner in fee of a 30 foot by 50 foot parcel of improved real property (used for telecommunications equipment) which parcel is contiguous with the Sovran Property and has a Pin No. of 24-21-100-020-0000 as described and depicted in attached Schedule B ("Cell Property"); and

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WHEREAS, the Cell Property is leased by Seller to Southern Towers, LLC and American Tower Asset Sub II, LLC (collectively "Lessee").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises herein contained, Sovran and Seller agree as follows:

1. Party Wall Location: The Sovran Property and the Cell Property are separated by a common party wall ("Party Wall"). The Party Wall is identified in attached Schedule B.
2. Easement: Sovran on the one hand, and Seller on the other hand, hereby grant to one another an easement to enter upon the Sovran Property and the Cell Property, as the case may be, in order to effect necessary repairs, maintenance and/or replacement of the Party Wall. Sovran on the one hand, and Seller on the other hand, shall be responsible for the ordinary maintenance and repair of such parties' respective side of the Party Wall. If it shall become necessary to make substantial repairs to or to rebuild the Party Wall, the cost of such repair or rebuilding shall be borne 50% by Sovran and 50% by Seller.
3. Maintenance of the Party Wall: Where it is necessary for a party to enter upon the Sovran Property or the Cell Property, as the case may be, for purposes of repairing, maintaining or replacing the Party Wall, such right shall be exercised upon reasonable notice to the other party, shall be limited to reasonable times, and shall be exercised so as not to unreasonably impair the occupancy of Sovran and Lessee. Seller warrants and covenants to Sovran that Sovran shall be given access to the Cell Property by Seller notwithstanding the lease

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of the Cell Property to Lessee.

4. Exposure of Party Wall: If a party negligently or willfully causes the Party Wall to fall into disrepair, that party shall bear the whole cost of repairing or replacing the Party Wall

5. Materials to be Used: If and when the Party Wall is repaired or rebuilt, it shall stand upon the same place and be of the same or similar materials as the original Party Wall.

6. Destruction / Demolition of Party Wall:

(a) In the event of destruction of the Party Wall by fire or other casualty, to the extent that such damage is not repaired or rebuilt out of the proceeds of any insurance covering the casualty, any party may repair or rebuild the Party Wall. The party who undertakes such restoration shall be entitled to a contribution equal to one-half the cost of such restoration from the other party or parties, as the case may be. Such right to contribution shall not be construed, however, to limit in any degree, the right of a party to such a greater contribution if so entitled under the law of the State of Illinois regarding liability for negligent or willful acts or omissions.

(b) In the event that one of the parties demolishes all or part of the building so as to expose the Party Wall, the party who engages in such demolition shall notify the other parties in writing before commencing any demolition, and shall have the obligation to rebuild, renovate and restore the Party Wall in such a manner as to make the Party Wall an outside wall for the other party or parties as the case may be, in accordance with all requirements

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of applicable building codes, ordinances and regulations, failing which the non-demolishing party may do so at the cost of the party who engages in demolition.

7. Agreement to Run With the Land: This Agreement, and the rights of support, quiet enjoyment, entry to repair and restore, and contribution for costs which are described in this Agreement, shall run with the land and shall bind the successors and assigns of each party.

8. Enforceability: The provisions of this Agreement shall be enforceable by the parties, and by their successors and assigns, in actions at law and in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of this Agreement, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance as well as any other legal or equitable remedy to enforce the provisions of this Agreement.

9. No Waiver by Failure to Enforce: The failure of any party to enforce any provision of this Agreement shall in no event be construed as a waiver of the right of that party or the other parties to do so thereafter.

10. Cost of Enforcement: In any action or proceeding between and among the parties with respect to this Agreement, the non-prevailing parties shall pay all costs and expenses of the prevailing party, including reasonable attorneys' fees. The cost of any successful action to enforce a provision of this Agreement, including reasonable attorneys' fees, shall become a binding obligation of the party against whom the action is successful.

11. Amendment: This Agreement may be amended only by a written

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instrument executed by the parties, their successors or assigns, which instrument shall be recorded in the real property records of Cook County, Illinois.

12. Invalidity: The determination by any court that any provision of this Agreement is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision.

13. Counterparts. This Agreement may be signed in counterparts, and by facsimile or e-mail signatures, which facsimile, e-mail and/or original counterparts shall be deemed originals for all purposes, and which together shall be deemed one agreement. A fully signed original shall be provided to Sovran for recording.

14. Recording: This Agreement shall be recorded in the real property records of Cook County, Illinois.

(The remainder of this page is intentionally left blank)

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IN WITNESS WHEREOF, the parties have set their hands as of the date first
above written.

SOVRAN ACQUISITION LIMITED PARTNERSHIP

By: SOVRAN HOLDINGS, INC.,
a general partner

By: Michael J. Rogus
Name: Michael J. Rogus
Title:

STANDARD BANK & TRUST COMPANY U/T/A
DATED NOVEMBER 19, 1992 AND KNOWN AS
TRUST NO. 13596

By: _____
Name: _____
Title: _____

John Pavlopoulos

Nick Verveniotis

Nick Scarlatis

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IN WITNESS WHEREOF, the parties have set their hands as of the date first above written.

SOVRAN ACQUISITION LIMITED PARTNERSHIP

By: SOVRAN HOLDINGS, INC.,
a general partner

By: _____
Name:
Title:

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustees, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

STANDARD BANK & TRUST COMPANY U/T/A
DATED NOVEMBER 19, 1992 AND KNOWN AS
TRUST NO. 13596

By: Thomas Clifford
Name: Thomas Clifford
Title: SRV & SRTD

John Pavlopoulos
John Pavlopoulos

Nick Verveniotis
Nick Verveniotis

Nick Scarlatis
Nick Scarlatis

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PVS BUILDING MANAGEMENT

By: _____
Name:
Title:

ALSIP MINI- WAREHOUSE, INC.

By: _____
Name:
Title:

STATE OF NEW YORK)
) SS.
COUNTY OF ERIE)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael J. Rogers, the V.P. of SOVRAN HOLDINGS, INC., a Delaware corporation, general partner of SOVRAN ACQUISITION LIMITED PARTNERSHIP, a Delaware limited partnership, who is 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 he signed and delivered the said instrument as his own 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 notarial seal this 3rd day of February, 2015.

MELISSA R. ZIZZO
No. 01Z16311454
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Sept. 15, 2018

Melissa R. Zizzo

Notary Public

My Commission Expires: _____

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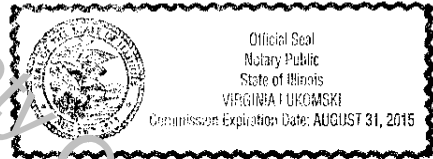
STATE OF ILLINOIS)
) SS.
COUNTY OF)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Clifford, the SRVP & SRTO of STANDARD BANK & TRUST COMPANY, an Illinois corporation, Trustee under Trust Agreement Dated November 19, 1992 And Known As Trust No. 13596, who is 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 he signed and delivered the said instrument as his own 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 notarial seal this 4th day of February, 2015.

Virginia Kubanski
Notary Public

My Commission Expires: 8-31-15



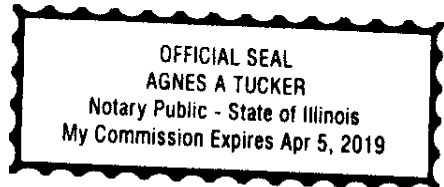
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that NICK SCALUTIS, the General Partner of PVS BUILDING MANAGEMENT, an Illinois general partnership, who is 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 he signed and delivered the said instrument as his own 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 notarial seal this 3rd day of Feb, 2015.

Agnes A. Tucker
Notary Public

My Commission Expires: 04-05-2019



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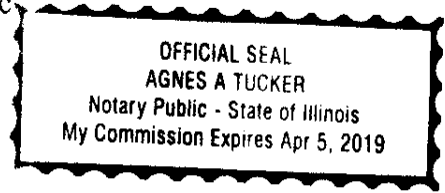
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN PAVLOPOULOS, the PRESIDENT of ALSIP MINI-WAREHOUSE, INC., an Illinois corporation, who is 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 he signed and delivered the said instrument as his own 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 notarial seal this 3rd day of Feb, 2015.

Agnes A. Tucker
Notary Public

My Commission Expires: 04-05-2019



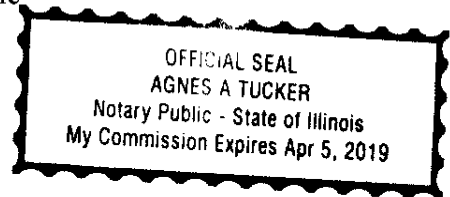
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN PAVLOPOULOS, who is 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 he signed and delivered the said instrument as his own 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 notarial seal this 3rd day of Feb, 2015.

Agnes A. Tucker
Notary Public

My Commission Expires: 04-05-19



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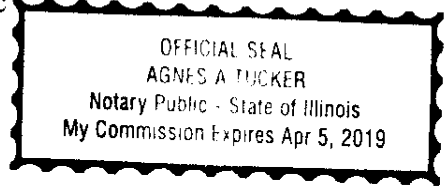
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that NICK VERVENIOTIS, who is 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 he signed and delivered the said instrument as his own 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 notarial seal this 3rd day of Feb, 2015.

Agnes A. Tucker
Notary Public

My Commission Expires: 04-05-2019



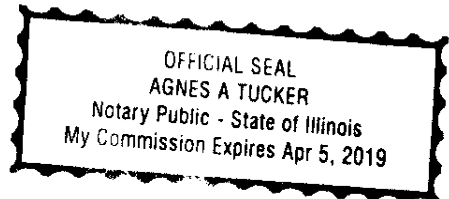
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that NICK SCARLATIS, who is 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 he signed and delivered the said instrument as his own 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 notarial seal this 3rd day of Feb, 2015.

Agnes A. Tucker
Notary Public

My Commission Expires: 04-05-2019



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Prepared by +

PLEASE RECORD AND RETURN TO:

John A. Pappano, Esq.
Phillips Lytle LLP
One Canalside
125 Main Street
Buffalo, NY 14203



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SCHEDULE A

Lot 1 in VPS Subdivision, being a Subdivision of Section 23, excepting therefrom the north 250 feet of the east 425 feet thereof, in Chapel Hill Gardens South, being a plat for cemetery purposes of part of the northwest $\frac{1}{4}$ of Section 21, Township 37 north, Range 13, east of the third principal meridian, also known as that part of said northwest $\frac{1}{4}$ of Section 21, lying northeasterly of the northeasterly line of a 25 foot strip conveyed to the Baltimore and Ohio Terminal Railroad per Document 10795683 and lying south of the south line of 111th Street, as shown on Document 14717616, (excepting from said Lot 1 that portion condemned for street in Case 95L50582) in Cook County, Illinois.

Also excepting that part described as follows:

That part of Lot 1 V.P.S. Subdivision of part of the northeast quarter of Section 21 north, Township 37 north, Range thirteen, east of the third principal, according to the plat thereof recorded March 29, 1988 as Document No. 88128913, bounded and described as follows: Commencing at the southeast corner of said Lot 1, thence north $39^{\circ} 40' 45''$ West, being an assumed bearing on the southwesterly line of said Lot 1, said line also being the northeasterly right-of-way of the Baltimore and Ohio Chicago Terminal Railroad according to Document No. 10795683 recorded November 21, 1950, a distance of 185.10 feet to the point of beginning.

Thence continuing north $39^{\circ} 40' 45''$ west, on the southwesterly line of said Lot 1, a distance of 30.00 feet; thence north $50^{\circ} 19' 15''$ east, perpendicular to the last described line, a distance of 50.00 feet; thence south $39^{\circ} 40' 45''$ east, parallel with the south westerly line of said Lot 1, a distance of 30.00 feet; thence south $50^{\circ} 19' 15''$ west, perpendicular to the southwesterly line of said Lot 1, a distance of 50.00 feet to the point of beginning, all in Cook County, Illinois.

24 21 100 021
 5253/5420 W 111th St
 also JLP
 60803

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SCHEDULE B

That part of Lot 1 V.P.S. Subdivision of part of the northeast quarter of Section 21 north, Township 37 north, Range thirteen, east of the third principal, according to the plat thereof recorded March 29, 1988 as Document No. 88128913, bounded and described as follows: Commencing at the southeast corner of said Lot 1, thence north $39^{\circ} 40' 45''$ West, being an assumed bearing on the southwesterly line of said Lot 1, said line also being the northeasterly right-of-way of the Baltimore and Ohio Chicago Terminal Railroad according to Document No. 10795683 recorded November 21, 1950, a distance of 185.10 feet to the point of beginning.

Thence continuing north $39^{\circ} 40' 45''$ west, on the southwesterly line of said Lot 1, a distance of 30.00 feet; thence north $50^{\circ} 19' 15''$ east, perpendicular to the last described line, a distance of 50.00 feet; thence south $39^{\circ} 40' 45''$ east, parallel with the southwesterly line of said Lot 1, a distance of 30.00 feet; thence south $50^{\circ} 19' 15''$ west, perpendicular to the southwesterly line of said Lot 1, a distance of 50.00 feet to the point of beginning, all in Cook County, Illinois.

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5253/5420 W 111th St

also all 60803

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SCHEDULE B - CONTINUED ON NEXT PAGE

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