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Doc#: 152229066 **Fee:** \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/10/2015 03:32 PM Pg: 1 of 4

Property of Cook County Clerk's Office

Party Wall Agreement

33 N. Morgan, Chicago, Illinois 60607
Pin No.: 17-08-447-033-0000; and

31 N. Morgan, Chicago, Illinois 60607
Pin No.: 17-08-447-034-0000

CCRD REVIEWER

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PARTY WALL AGREEMENT

WHEREAS, 3FCB III LLC Holdings 2 is the owner in fee of land situated in the County of Cook, State of Illinois, described as follows:

THE SOUTH 23.60 FEET OF THE NORTH 94.40 FEET OF THE WEST 1/2 OF LOT 3, AND ALL OF LOTS 4 AND 5 IN BLOCK 51 OF CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AUGUST 31, 1836, ALL IN COOK COUNTY, ILLINOIS.

33 N. Morgan, Chicago, Illinois 60607
Pin No.: 17-08-447-033-0000; and

WHEREAS, Morgan Condo LLC is the owner in fee of land situated in the County of Cook, State of Illinois, described as follows:

THE SOUTH 5.60 FEET OF THE WEST HALF OF LOT 3 AND ALL OF LOTS 4 AND 5 AND THE NORTH 18.00 FEET OF LOT 6 IN BLOCK 51 OF CARPENTERS ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AUGUST 31, 1836, ALL IN COOK COUNTY, ILLINOIS.

31 N. Morgan, Chicago, Illinois 60607
Pin No.: 17-08-447-034-0000

WHEREAS, the above described properties are connected by a common wall eight inches in thickness; and

WHEREAS, it is the intention of both parties to have a party wall between them, one-half of which is to stand on the lot of 3FCB III LLC Holdings 2 and one-half is to stand on the lot of Morgan Condo LLC.

NOW THEREFORE, in consideration of One Dollar to each other paid and the mutual promises to each other made, the parties agree as follows:

1. **Party Wall Declaration.** The said dividing wall is hereby declared to be a party wall between the adjoining owners of the premises.
2. **Maintenance of Party Wall.** The cost of maintaining the party wall shall be borne equally by the owners on either side of said wall.
3. **Damage to Party Wall.** In the event of damage or destruction of said wall from any cause, other than negligence of either party thereto, the then owners shall, at joint expense, repair or rebuild said wall, and each party, his successors and assigns, shall

* The signatures of the parties executing this document are copies and are not original signatures *

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have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party failing to pay, for the amount of such defaulting party's share of the repair or replacement cost.

4. Drilling Through Party Wall. Either party shall have the right to break through the party wall for the purpose of repairing or restoring sewerage, water and other utilities, subject to the obligation to restore said wall to its previous structural condition at his own expense and the payment, to the adjoining owner of any damages negligently caused thereby.
5. Easement. Neither party shall alter or change said party wall in any manner, interior decoration excepted, and said party wall shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located, for party wall purposes.
6. Covenants Running With Land. The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to either lot shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the covenants herein contained to the same extent as though he had signed this instrument. The undersigned, in executing and delivering deeds to said lots shall insert in said conveyances, by reference, that the same are made subject to the terms, conditions, reservations and covenants herein contained, designating the document number under which this instrument is recorded.
7. Maintenance of Roofs, Gutters and Downspouts. The maintenance repair and/or replacement of the roofs, gutters and downspouts located on each parcel shall be the sole responsibility of the owners of such parcel.
8. Effective Date. This Party Wall Agreement and the easements, terms and conditions contained herein shall not become effective until 3FCB III LLC Holdings 2 obtains a Certificate of Occupancy from the City of Chicago.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 23 day of June, 2015.

3FCB III LLC Holdings 2

By: BADM Manager I LLC, its Manager

By: 3F Properties LLC, its Manager

By: 

Name: MICHAEL OBLDY

Title: MANAGER

MORGAN CONDO LLC,

By: , Member

Mario D'Agostino

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