

# UNOFFICIAL COPY



1607704031

This document prepared by and after recording should be mailed to:

Law Offices of Kulas & Kulas, P.C.  
2329 W. Chicago Ave.  
Chicago, IL 60622

Doc#: 1607704031 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/17/2016 11:56 AM Pg: 1 of 6

160761901312

1/3

## PARTY WALL AGREEMENT

This Agreement made and entered into this 29<sup>th</sup> day of February, 2016 by 907 Greenleaf, LLC, an Illinois limited liability company (hereinafter "Owner"):

### RECITALS

WHEREAS, Owner is the legal title holder of certain real property located at 917 Greenleaf, in the City of Evanston, County of Cook, State of Illinois (hereinafter "Parcel 1") and more legally described as follows and also further depicted on the survey prepared by Murzanski Land Surveyors and attached hereto as Exhibit "A":

THE EAST 1/2 OF LOT 14 IN BLOCK 2 IN HARDIN'S ADDITION TO EVANSTON IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHEREAS, Owner is also the legal title holder of certain real property located at 917 Greenleaf, City of Evanston, County of Cook, State of Illinois (hereinafter "Parcel 2") and more legally described as follows and also further depicted on the survey prepared by Murzanski Land Surveyors and attached hereto as Exhibit "B":

THE WEST 1/2 OF LOT 14 IN BLOCK 2 IN HARDIN'S ADDITION TO EVANSTON IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHEREAS, Owner has constructed a townhome and garage on each of Parcel 1 and Parcel 2 in which a wall has been constructed to constitute a dividing line separating Parcel 1 and Parcel 2 with the wall being the south property line of Parcel 1 and the north property line of Parcel 2; and

Attorneys' Title Guaranty Fund, Inc.  
1 S. Wacker Dr., STE 2400  
Chicago, IL 60606-4650  
Attn: Search Department

SPS  
SCY  
INTL

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WHEREAS, the Owner of the Property desires that said dividing wall be a party wall, which is constructed for one-half of its thickness on each side of the division line of the Premises, and the foregoing agreement is binding on all parties who may come into possession of either Parcel 1 or Parcel 2.

NOW, THEREFORE, the Owner DECLARES as follows:

## Repairs and Maintenance

1. If it shall become necessary to repair or rebuild the wall or any portion thereof as constructed, the cost of such repairing or rebuilding as to such portions of the wall at the time used by both parties shall be at the expense of both in equal shares and as to any remaining portion shall be wholly at the expense of the party who shall exclusively use that portion.

## Destruction of Party Wall

2. In the event that the party wall is totally or partially destroyed by fire or other cause, either of the parties thereto shall have the right to reconstruct the same at his own expense if he alone intends to continue the use of the party wall, or at the expense of both parties in the event that both intend to continue the use of the party wall. In the event of reconstruction of the party wall, the proceeds of any insurance received by either party for the destruction of the wall shall be applied toward the cost of reconstruction.

## Duration of Agreement

3. This Agreement shall be perpetual for so long as such wall shall stand and shall constitute an easement and a covenant running with the land; provided, however, that nothing herein contained shall be construed as a conveyance by either party of his respective rights in the fee of the land upon which the party wall shall stand.

## Entire Agreement

4. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

## Attorney's Fees

5. In the event of any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

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### Arbitration

- 6. Any dispute hereunder shall be submitted to arbitration under the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each arbitration proceedings shall be held in Cook County, Illinois and each award shall be made in Cook County, Illinois.

### Binding Effect

- 7. All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Owner hereto has executed this Party Wall Agreement on the day and year first above written.

907 Greenleaf, LLC, an Illinois limited liability company

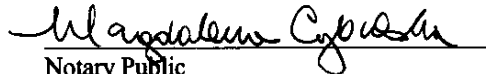
By:   
Mike Kaplun, Manager

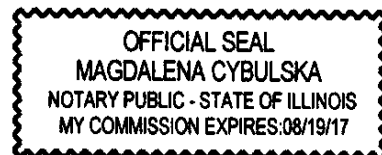
State of Illinois )  
                          )     ss.  
County of Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MIKE KAPLUN, personally known to me to be the Member of 907 Greenleaf, LLC, an Illinois limited liability company, 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 Member, as his free and voluntary act, and as the free and voluntary act, for the uses and purposes therein set forth

Given under my hand and seal, this 29th day of February, 2016.

Commission expires: 8-19-17

  
Notary Public



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## LEGAL DESCRIPTION

### Parcel 1:

THE EAST 1/2 OF LOT 14 IN BLOCK 2 IN HARDIN'S ADDITION TO EVANSTON IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property commonly known as: 917 Greenleaf, Unit B, Evanston, IL 60202

PIN#: 11-19-109-017-0000

### Parcel 2:

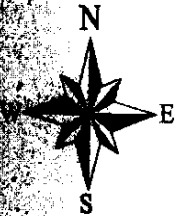
THE WEST 1/2 OF LOT 14 IN BLOCK 2 IN HARDIN'S ADDITION TO EVANSTON IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property commonly known as: 917 Greenleaf, Unit A, Evanston, IL 60202

PIN#: 11-19-109-017-0000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY PLAT OF SURVEY



DESCRIBED AS :

THE EAST 1/2 OF LOT 14 IN BLOCK 2 IN HARDIN'S ADDITION TO EVANSTON IN SECTION 19,  
TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

TOTAL LAND AREA: 4512.4 SQ. FT.

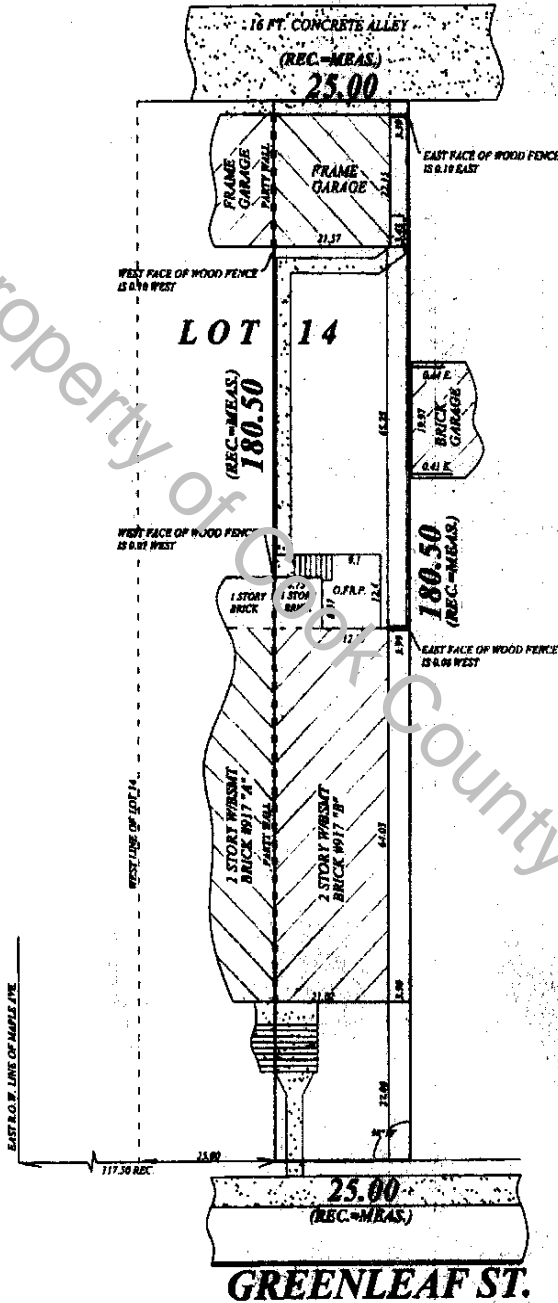


EXHIBIT "A"  
AS  
PARCEL 1



- LEGEND**
- CHAIN LINK FENCE
  - WOOD FENCE
  - IRON FENCE
  - CONCRETE PAVEMENT
  - ENCLOSED FRAME PORCH
  - OPEN FRAME PORCH
  - SIDE BOUNDARY LINE
  - BASEMENT LINE
  - BLDG. SETBACK LINE
  - CENTER LINE

ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

SCALE: 1" = 20'

ORDERED: KULAS & KULAS, P.C.

JOB NO : 160201A

WORK COMPLETION DATE: JANUARY 27<sup>TH</sup>, 2016

MUNICIPALITY: EVANSTON

THE LEGAL DESCRIPTION NOTED ON THIS PLAT IS A COPY OF THE ORDERS AND FOR ACCURACY MUST BE COMPARED WITH THE DEED.

STATE OF ILLINOIS COUNTY OF COOK SS SIGNATURE DATE: ...FEBRUARY 1<sup>ST</sup>, 2016...

I, ANDRZEJ MURZANSKI, AN ILLINOIS REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

ANDRZEJ MURZANSKI PLS. NO. 35-3258 EXPIRES 11/06/2016 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ANY DISCREPANCY IN MEASUREMENT SHOULD BE PROMPTLY REPORTED TO THE SURVEYOR FOR EXPLANATION OR CORRECTION.

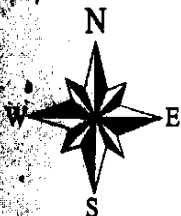
FOR BASEMENTS, BUILDING LINES AND OTHER RESTRICTIONS NOT SHOWN ON THIS PLAT REFER TO YOUR ABSTRACT, DEED, TITLE POLICY AND LOCAL BUILDING REGULATIONS.

NO CORNERS WERE MONUMENTED PER CUSTOMER REQUEST.

**ANDRZEJ MURZANSKI**  
LAND SURVEYORS, INC  
PROFESSIONAL DESIGN FIRM  
REG. 184-086748

240 COUNTRY LANE  
GLENVIEW, IL 60025  
PHONE : 847-486-8731  
FAX : 847-486-8732  
amurzansti@yahoo.com

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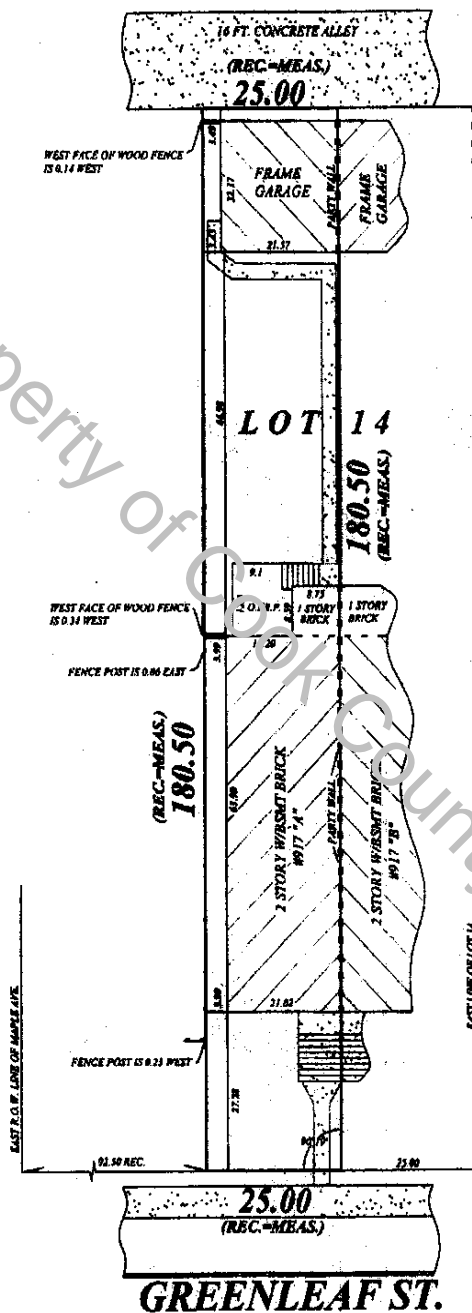
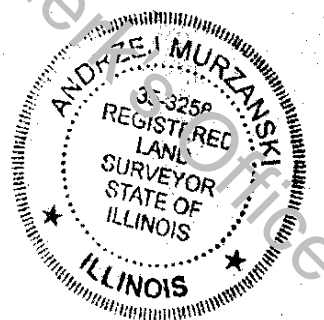


EXHIBIT "B"

AS  
PARCEL 2



**LEGEND**

- CHAIN LINK FENCE
- WOOD FENCE
- IRON FENCE
- CONCRETE PAVEMENT
- ENCLOSED FRAME PORCH
- OPEN FRAME PORCH
- HIGH BOUNDARY LINE
- BASEMENT LINE
- BLDG. SETBACK LINE
- CENTER LINE

ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

SCALE: 1" = 20'

ORDERED: KULAS & KULAS, P.C.

JOB NO : 160201

FIELDWORK COMPLETION DATE: JANUARY 27<sup>TH</sup>, 2016

MUNICIPALITY: EVANSTON

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ANDRZEJ MURZANSKI PLS. NO. 33-3258 EXPIRES 11/30/2016 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ANY DISCREPANCY IN MEASUREMENT SHOULD BE PROMPTLY REPORTED TO THE SURVEYOR FOR EXPLANATION OR CORRECTION.

FOR EASEMENTS, BUILDING LINES AND OTHER RESTRICTIONS NOT SHOWN ON THIS PLAT REFER TO YOUR ABSTRACT, DEED, TITLE POLICY AND LOCAL BUILDING REGULATIONS.

NO CORNERS WERE MONUMENTED PER CUSTOMER REQUEST.

ANDRZEJ MURZANSKI LAND SURVEYORS, INC PROFESSIONAL DESIGN FIRM NO. 186-004748

240 COUNTRY LANE GLENVIEW, IL 60025 PHONE : 847-486-8731 FAX : 847-486-8732

amurzanski@yahoo.com