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**TERMINATION OF PARTY
WALL AND ENCROACHMENT
AGREEMENT**

Doc#: 1703206185 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/01/2017 11:30 AM Pg: 1 of 7

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Recorder's Space Above

This Termination of Party Wall and Encroachment Agreement ("Agreement") is made and entered into as of the ^{January} ~~16~~ day of ~~November~~, 2017, by and between GM & RZ Corporation, an Illinois corporation (the "170 Owner") and Haymarket Real Estate Holdings, LLC (the "Adjoining Owner").

RECITALS

WHEREAS, the 170 Owner is the owner of that certain property located at 170 N. Halsted St., Chicago, Illinois ("170 Owner Parcel");

WHEREAS, the Adjoining Owner is the owner of that certain property located at 162, 164 and 166 N. Halsted St., Chicago, Illinois ("Adjoining Owner Parcel");

WHEREAS, the 170 Owner Parcel is legally described in Exhibit A attached hereto and the Adjoining Owner Parcel is legally described in Exhibit B attached hereto;

WHEREAS, the 170 Owner Parcel and the Adjoining Owner Parcel are both encumbered by a Party Wall Agreement originally entered into by and between Hugh Bradshaw and Edward F. Gale and recorded as document 4343618 on or about March 17, 1909 ("Party Wall Agreement") relating to a party wall on the dividing line between the 170 Owner Parcel and the Adjoining Owner Parcel (the "Party Wall");

WHEREAS, the parties have agreed to cause the Party Wall Agreement to be terminated and extinguished by this Agreement and to confirm that the Party Wall can stay in place as-is until such time as the building on the 170 Owner Parcel (the "170 Building") is demolished;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), 170 Owner and Adjoining Owner hereby agree to the matters written below.

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AGREEMENTS

1. **Termination of Party Wall Agreement.** The Party Wall Agreement is terminated by the 170 Owner and the Adjoining Owner and is of no further force or effect and is completely extinguished together with all rights contained therein.
2. **Maintenance of Party Wall; Demolition.** The 170 Owner and the Adjoining Owner agree that until such time as the 170 Building is demolished, the Party Wall may stay in place as-is. At such time as the 170 Building is demolished, the 170 Owner shall also demolish the Party Wall provided that the 170 Owner shall take customary commercially reasonable steps to minimize any interference with the use of the Adjoining Owner Parcel.
3. **Recitals.** The above recitals and the exhibits attached hereto are incorporated herein and made a part hereof.
4. **Illinois Law.** The Agreement is governed by and construed in accordance with Illinois.
5. **Conflict.** To the extent any provision of the Party Wall Agreement is inconsistent with or conflicts with this Agreement the provisions of this Agreement shall supersede such inconsistent provision.
6. **Counterparts.** This Agreement may be executed in any number of counterparts and the originals of such counterparts shall together constitute one and the same agreement.
7. **Recording Right and Fees.** The 170 Owner shall cause this Agreement to be recorded against both the 170 Owner Parcel and the Adjoining Owner Parcel at the 170 Owner's sole cost.
8. **Successors and Assigns.** This Agreement shall run with the land and shall be binding on the 170 Owner's and the Adjoining Owner's successors and/or assigns.

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IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date listed above.

170 OWNER:

ADJOINING OWNER:

GM & RZ Corporation

**Haymarket Real Estate Holdings, LLC,
an Illinois limited liability company**

By: [Signature]
Name: HESS SHERMAN
Its: DIRECTOR

By: [Signature]
Name: David L. Cotton
Its: Manager

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[SIGNATURE PAGE TERMINATION OF PARTY WALL AGREEMENT]

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STATE OF IL)
) SS
COUNTY OF Cook)

I, the undersigned, Notary Public for said Company does hereby certify that Hess
Sherman, as the Director of GM & RZ Corporation, personally
known to me to be the same person whose name is subscribed to the foregoing instrument as such
Driver's License, 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.

Witness my hand and official stamp or seal this 9th day of Dec, 2016.



[Signature]

Notary Public

My commission expires: 01/17/2020

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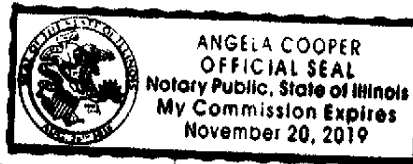
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, Notary Public does hereby certify that David L. Cotton, as Manager of Haymarket Real Estate Holdings, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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.

Witness my hand and official stamp or seal this 30th day of November, 2016.

Angela Cooper
Notary Public

My commission expires: 11-20-19



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EXHIBIT A

170 Owner's Real Estate

SUBDIVISION LOTS 7 AND 8 IN T.F. GALE'S SUBDIVISION OF LOTS 6 TO 13 'INCLUSIVE IN BLOCK 36 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Address: 170 N. Halsted Chicago, Illinois

60661

PIN: 17-08-434-012-0000

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Exhibit B

Adjoining Owner's Real Estate

Lots 20, 21 and 22 in Gale's Subdivision of Lots 6 to 13 in Block 36 in Carpenter's Addition to Chicago, in Section 8, Township 39 North, Range 14, East of Third Principal Meridian, in Cook County, Illinois.

Address: 162, 164 and 166 N. Halsted Chicago, Illinois 60661

PINs: 17-08-434-013-0000, 17-08-434-014-0000 and 17-08-434-015-0000

Prepared by and Return Recorded Instrument To:

Joel N. Goldblatt
Williams, Bax & Saltzman, P.C.
221 N. LaSalle Suite 3601
Chicago, Illinois 60601