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Karen A. Yarbrough
Cook County Clerk
Date: 12/07/2021 09:27 AM Pg: 1 of 12

DECLARATION OF PARTY WALL AND RECIPROCAL EASEMENT AGREEMENT

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PREPARED BY AND AFTER RECORDING
 RETURN TO:
 Joey Waldman
 Fisher Cohen Waldman Shapiro, LLP
 1247 Waukegan Road, Suite 100
 Glenview, Illinois 60025

DECLARATION OF PARTY WALL AND RECIPROCAL EASEMENT AGREEMENT

This Declaration of Party Wall and Reciprocal Easement Agreement (the "Declaration") is made this 2nd day of December, 2021 by Barry Golin, as Successor Trustee of the Shirley Golin Living Trust dated November 7, 1995, as to an undivided ½ interest and Barry Golin, as Successor Trustee of the Edward Golin Living Trust dated July 24, 1981, as to an undivided ½ interest ("Declarant").

RECITALS

WHEREAS, the Declarant is the owner of a certain parcel of land commonly known as 1368 North Milwaukee Avenue, Chicago, Illinois, legally described on Exhibit "A" attached hereto and made a part of this Declaration (the "1368 Parcel"); and

WHEREAS, the Declarant is the owner of a certain parcel of land commonly known as 1370 North Milwaukee Avenue, Chicago, Illinois, legally described on Exhibit "B" attached hereto and made a part of this Declaration (the "1370 Parcel") (the 1368 Parcel and the 1370 Parcel are sometimes collectively referred to as "Parcels" or individually as "Parcel"); and

WHEREAS, the 1368 Parcel and the 1370 Parcel are adjacent and contiguous to each other and share a common party wall which runs along the lot line between the Parcels; and

WHEREAS, a survey depicting 1368 Parcel and the 1370 Parcel, including the common party wall is attached hereto as Exhibit "C" and incorporated herein by reference; and

WHEREAS, Declarant for itself and its successors in title, desires to enter into this Declaration for the purposes of establishing the rights and responsibilities with respect to the common party wall, common structures or utilities, if any, and easements for access, utilities, and repair, maintenance, among other things; and

NOW, THEREFORE, in consideration of the obligations, promises and covenants contained herein, and other good and valuable consideration, Declarant, intends to be legally bound hereby, and agrees as follows:

1. Recitals. The forgoing recitals are true and accurate and are incorporated herein by reference.

2. Definitions. When used herein, the following capitalized terms shall have the meanings set forth below:

A. "Common Utilities" shall mean any shared utilities serving the 1370 Parcel and the 1368 Parcel, such as but not limited to, the sewer lines, water lines, electrical lines and other utility systems, to the extent that they may currently be interconnected or may be interconnected in the future.

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B. "Owner" or "Owners" means the Declarant, Declarant's successor's and/or assigns, and all subsequent Owners of the 1368 Parcel and the 1370 Parcel, and their heirs, legal representatives, executors, personal representatives, administrators, and successors, and/or assigns.

C. "Party Wall" shall mean the common party wall as depicted on the survey attached hereto as Exhibit "C" and any common adjoining infrastructure that has been constructed along the common boundary wall between the Parcels.

3. Application. This Declaration shall be binding upon the Declarant and all subsequent Owners. The Declaration shall be a restrictive covenant running with the land and benefit and burden the Parcels, together with the existing structures and improvements now located on the Parcels, or those structures which may be located on the Parcels in the future.

4. Declaration of Party Wall. It is hereby declared that the Party Wall constructed along the common boundary between Parcels which divides the structures into the 1368 Parcel and the 1370 Parcel as more particularly reflected in the survey attached hereto as Exhibit "C" shall be legally deemed to be a common party wall in all respects and shall be subject to the covenants, conditions, and restrictions set forth in this Declaration. Nothing contained in this Declaration will operate to convey to any Owner the fee to any part of the Parcel owned by the other Owner.

5. Use of Party Wall. Each Owner shall have the full right to use the Party Wall as support for the buildings constructed on 1368 Parcel and the 1370 Parcel, and to use the Party Wall as the southeast wall of Parcel 1370 and the northeast wall of the 1368 Parcel. Further, each Owner shall have the right to use the Party Wall for the insertion or attachment of beams and other structural or finishing materials, except as otherwise provided herein. However, any use of the Party Wall by an Owner must not in any way injure or impair the adjoining Owner's Parcel and must not impair the Party Wall's benefits and support to which the adjoining Owner's Parcel is entitled, unless the other Owner consents in writing to such use and said use is consistent with the applicable laws and requirements of the City of Chicago. An Owner shall not place any windows or doors in the Party Wall.

6. Maintenance of Party Wall. When the need arises for repair or maintenance of any part of the Party Wall, the repair costs will be divided equally between the Owners.

7. Use of Common Utilities. The Parcels do not currently share any Common Utilities. To the extent that the Parcels may, in the future, share any Common Utilities, either Owner shall have the right to use the Common Utilities in any lawful manner.

8. Easement for Common Party Wall and Common Utilities.

A. Declarant and all subsequent Owners shall have a perpetual easement for reasonable access, upon prior reasonable notice, in that part of the Parcel of the other Owner on which the Party Wall or Common Utilities are located, as may be necessary or desirable to carry out the purpose and intent of this Declaration.

B. Declarant and all subsequent Owners, including the Declarant's or Owners' contractors, licensees, and/or agents, shall have a perpetual easement for reasonable access, upon prior reasonable notice, in that part of the Parcel of the other Owner for the purpose of repairing, maintaining or restoring the Party Wall or Common Utilities.

C. Declarant and all subsequent Owners shall have a perpetual easement for

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access in that part of the Parcel of the other Owner in the event of an emergency threatening imminent harm to human health or safety or imminent damage to the Parcel.

9. Damage and Destruction to Party Wall or Common Utilities.

A. In the event of damage or destruction of the Party Wall or Common Utilities from any causes, other than the negligence of either Owner, or as otherwise provided in this Declaration, the Owners shall at joint and equal expense, repair or rebuild the Party Wall and Common Utilities on the same spot and on the same line, and be of the same size, and of the same or similar material and of like quality with the present Party Wall and/or Common Utilities, and each Owner, its heirs, successors, and assigns shall have the right to the use of the Part Wall and/or Common Utilities as repaired or rebuilt. The Owners agree that repairs and reconstruction of the Party Wall and Common Utilities shall be undertaken wherever a condition exists which may result in damage or injury to any person or property if repair or reconstruction work is not undertaken. Either Owner, upon discovering the possibility of damage or destruction, shall notify the other of the nature of the damage, the work required to remedy the situation, and the estimated cost of the repair or reconstruction. The other Owner shall then have twenty (20) days from the receipt of the notice to either to object to the repairs or reconstruction or to pay the Owner's share of the cost of the work. However, in the event of an emergency (i.e., a condition that is immediately threatening to the safety of persons or property) the other Owner shall then have five (5) business days from the receipt of the notice, which notice shall state that an emergency exists, either to object to the repairs or reconstruction or to pay the Owner's share of the cost of the work.

B. To the extent that one Owner's portion of the Party Wall is damaged and the other Owner's portion is not damaged, then the Owner of the damaged portion of the Party Wall shall repair their portion of the Party Wall at its own cost and expense. In the event of damage or destruction of the Party Wall which cannot be repaired independently which damage results from any causes, other than the negligence of either Owner, the then Owners shall, at joint and equal expense, repair or rebuild the Party Wall. Each Owner shall be solely responsible for any repairs, maintenance or restoration, and cost thereof, to its own Parcel, including all other improvements and structures which do not involve the Party Wall or Common Utilities.

C. If either Owner's negligence shall cause damage to or destruction of the Party Wall or Common Utilities, the negligent Owner shall bear the entire cost of repair or reconstruction.

D. If either Owner shall neglect or refuse to pay the Owner's share or all of the cost in case of negligence, the other Owner may have the Party Wall or Common Utilities repaired or restored and shall be entitled to record a claim of lien on the Parcel of the Owner failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost or may elect to pursue any other legal or equitable remedies available under Illinois law.

E. In the event of substantial destruction to the Party Wall (i.e. where eighty percent (80%) or more of the Party Wall is destroyed by fire or otherwise), neither Owner shall be obligated to repair or restore the Party Wall and the Owners may mutually agree to terminate this Declaration.

10. Reconstruction of Improvements on Each Parcel. If either Owner desires to reconstruct all or part of the improvements on such Owner's Parcel, or do anything which will impact the Party Wall or Common Utilities, or if the Owner desires to undertake any construction activity which requires a building permit to be signed by both Owners, such Owner shall notify the other Owner in writing prior to submitting its permit application, and shall include the proposed plans for reconstruction in such written notice. Each Owner agrees that it shall pay any and all costs of its own reconstruction, and shall

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make every effort continue the Common Utilities' services to the other Owner during the period of reconstruction. If applicable law requires the joinder of both Owners in the application for any permit, the Owner seeking to permit any reconstruction must obtain the approval and joinder of the other Owner, which approval must not be unreasonably withheld. If the other Owner does not agree to join in the permit, then the Owners agree to submit the dispute to mediation within thirty (30) days of the initial written notification. The cost of the mediation shall be split evenly between the Owners. If an agreement cannot be reached between the Owner's in mediation, the Owners agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association for resolution within fifteen (15) days after mediation. The prevailing party in such arbitration shall be entitled to recover attorneys' fees and costs of arbitration from the non-prevailing party. Any other controversy, claim or dispute arising under this Declaration, may be resolved by instituting an action in the appropriate court having jurisdiction in the matter or as otherwise provided in this Declaration.

11. Extension of Party Wall/Common Structure. Neither Owner may extend the Party Wall either horizontally or vertically, or make an extension of a lesser or greater thickness than that of the original Party Wall, without the written consent of the other Owner. It being the intention that the Party Wall shall at all times remain in the same position as erected. If agreed upon by both Owners, any future extension must neither injure the adjoining Parcel nor impair the Party Wall support to which the adjoining Parcel is entitled. Following any extension, the other Owner may use the Party Wall, as extended, for the same purposes as set forth previously in this Declaration. Any extension or modifications of the Party Wall must comply with all zoning, building code, or other use restrictions imposed by government authorities.

12. Insurance. Each Owner shall be required to obtain and maintain, "All Risks" insurance for their structures and other improvements located on the Owner's Parcel in an amount equal to one hundred percent (100%) of the full replacement value thereof (exclusive of deductibles and the cost of excavation and foundations), or otherwise self-insure. The Owners shall not do or permit any act or thing to be done in or to the Party Wall or Common Utilities contrary to law or which invalidates or is in conflict with the other Owner's insurance policy.

13. Liens. Unless otherwise specified to the contrary herein, each Owner agrees that no improvement or repair made to the structures or improvements on the Owner's Parcel shall result in encumbrances or liens on the other Owner's Parcel, and that the Owner shall be liable to the other Owner for all mechanics liens, and any associated fees and costs in obtaining the release of any lien, such as but not limited to, payment of the lien and any applicable interest thereon, attorneys' fees, recording fees, and court fees and costs.

14. Notices. Any notice or report required under this Declaration shall be sent to the Owner at the address of such Owner's respective Parcel, and shall be hand delivered or sent by certified mail, properly addressed and postage pre-paid, unless the Owner has given written notice to the other Owner of a different address for notice.

15. Mediation. Except in the case of an emergency, if the Owners cannot reach a mutual agreement as to their obligations as to maintenance or repairs or for damage or destruction to the Party Wall or Common Utilities, then the Owners mutually agree to first submit the dispute to mediation within fifteen (15) days of the initial written notification of the dispute. The Owners shall mutually agree upon a mediator. The cost of the mediation shall be split evenly between the Owners. If a mutual agreement cannot be reached between the Owners in mediation, then either Owner may elect to pursue any and all available remedies in equity or in law, including but not limited to, instituting an action in the appropriate court having jurisdiction in the matter.

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16. Nuisances and Waste. Neither Owner shall do anything, directly or indirectly, which creates a nuisance or causes waste, destruction, or damage to the other Owner's Parcel.

17. Severability. Any provision or provisions of this Declaration which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect. Each and every provision in this Declaration is severable from the other provisions. If any provision be determined to be in violation of any applicable law or regulation, the same shall be amended to the extent needed to comply therewith (including deletion if necessary), and such violation shall not in any manner affect or invalidate any other provision of this Declaration.

18. Amendment. This Declaration may be modified or amended, in whole or in part, only by a written document executed by both Owners and recorded in the with the Office of the Cook County Clerk, Recording Division.

19. Duration. This Declaration may be terminated only by mutual agreement by both the Owners. If the Party Wall is rebuilt as provided herein, then this Declaration shall continue to be in full force and effect.

20. Covenant Runs With the Land. The terms and conditions of this Declaration shall benefit and burden the 1368 Parcel and the 1370 Parcel and constitute a covenant running with the land and shall be binding upon Declarant, Declarant's successors and assigns, all Owners and all subsequent Owners' successors, heirs, legal representatives, assigns and/or transferees.

21. Attorneys' Fees. In any arbitration, mediation, administrative proceeding, or litigation arising out of this Declaration, including but not limited to, when a party institutes a legal action to enforce their rights under this Declaration, or to have a court determine the meaning of a disputed term, the prevailing party shall be entitled to recover reasonable attorneys' fees and legal assistants' fees and costs, including but not limited to fees and costs at the trial, appellate level, and post-judgment proceedings.

22. Governing Law. The validity, interpretation, and effect of this Declaration shall be governed by the law of the State of Illinois without reference to the conflicts of law principles of the State. Venue for any proceeding brought hereunder shall be exclusively in Cook County, Illinois.

23. Recording in Public Records. This Declaration shall be recorded in the Office of the Cook County Clerk, Recording Division.

[Signature Page Follows]

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EXHIBIT A

LEGAL DESCRIPTION 1368 PARCEL

LOT 8 IN BLOCK 1 IN PICKETS ADDITION TO CHICAGO IN SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; AND

Commonly known as: 1368 North Milwaukee Avenue, Chicago, Illinois 60622

Property Index Numbers: 17-06-218-010-0000

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION 1368 PARCEL

LOT 8 IN BLOCK 1 IN PICKETS ADDITION TO CHICAGO IN SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; AND

Commonly known as: 1368 North Milwaukee Avenue, Chicago, Illinois 60622

Property Index Numbers: 17-06-218-010-0000

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION 1370 PARCEL

LOT 7 IN PICKET'S ADDITION TO CHICAGO, BEING LOTS 3 AND 8 IN ASSESSOR'S LOTS DIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1370 North Milwaukee Avenue, Chicago, Illinois 60622

Property Index Numbers: 17-06-218-009-0000

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EXHIBIT C

SURVEY DEPICTING PARTY WALL

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5812 W. HIGGINS AVENUE
CHICAGO, ILLINOIS 60638

MM SURVEYING CO., INC.

PHONE: (773) 282-5900
FAX: (773) 282-9424
www.mm-surveying.com

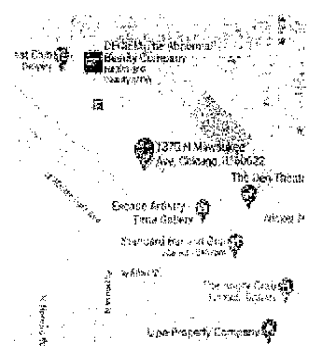
PROFESSIONAL DESIGN FIRM NO. 184-000233

ALTA/NSPS Land Title Survey

LOT 7 IN PICKETS ADDITION TO CHICAGO, BEING LOTS 3 AND 8 IN ASSESSOR'S DIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT 1 ACRE IN THE NORTHWEST CORNER OF LOT 8, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 13705 MILWAUKEE AVE., CHICAGO, ILL. 60622
E.L.N. 17-06-218402000

TOTAL LAND AREA = 2,963 sq. ft. = 0.068 Acre, more or less
BUILDING FOOTPRINT = 2,123 sq. ft.



VICINITY MAP

LEGEND:

- SHADY LINE
- STORM LEAF
- WATER LINE
- GAS LINE
- GRASS PATCHES
- CONCRETE PATIOLINE
- BACK OF CURB
- SIDE OF WAY
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- UTILITY POLE SYMBOL
- WALL LIGHT
- ELECTRIC PAINT MARK (RED)
- IRON PAINT MARK (BLACK)
- GAS PAINT MARK (YELLOW)
- COAL PAINT MARK (ORANGE)
- SEWER PAINT MARK (GREEN)
- CONCRETE PARKING BARRIER
- STREET SIGN
- DE-PRESSED CURB
- ENCLOSED FRAME PORCH
- OPEN FRAME PORCH
- OPEN BRICK PORCH
- OPEN METAL PORCH
- UNIDENTIFIED MARKER
- SEWER MANHOLE
- GROUND SIGN
- WATER MANHOLE
- DOWN MANHOLE
- ELECTRIC MANHOLE
- GAS VALVE
- GAS VALVE
- FIRE HYDRANT
- TREE (TYPICAL)
- PARKING SIGN SYMBOL
- SIGN
- COMMUNICATION (TELEPHONE, INTERCOM, ETC.)
- AIR CONDITIONING UNIT
- EVERGREEN TREE (TYPICAL)
- STREET LIGHT
- HANDICAPPED SPACE
- TRAFFIC LIGHT
- BIKE LANE

EASEMENT FOR OVERHEAD BALCONY:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7 IN PICKETS ADDITION TO CHICAGO, BEING LOTS 3 AND 8 IN ASSESSOR'S DIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT 1 ACRE IN THE NORTHWEST CORNER OF LOT 8, IN COOK COUNTY, ILLINOIS, THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 7, 40.72 FEET TO A POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY SURFACE OF SAID BALCONY, 4.23 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY SURFACE OF SAID BALCONY, 3.87 FEET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY SURFACE OF SAID BALCONY, 4.91 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 7; THENCE NORTH-EASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 7, 2.83 FEET TO THE POINT OF BEGINNING.

EASEMENT FOR PARTY WALL:

PARTY WALL BETWEEN BUILDING IN LOT 7 IN PICKETS ADDITION TO CHICAGO, BEING LOTS 3 AND 8 IN ASSESSOR'S DIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT 1 ACRE IN THE NORTHWEST CORNER OF LOT 8, IN COOK COUNTY, ILLINOIS AND THE BUILDING LOCATED SOUTHEASTERLY AND ADJACENT TO SAID LOT 7 WAS LOCATED APPROXIMATELY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 7.

FLOOD STATEMENTS (PER FEMA RECORDS)

THE PROPERTY DESCRIBED ABOVE IS NOT IN A SPECIAL FLOOD HAZARD AREA. RECORDS MAINTAINED BY FLOODWAY ON PROPERTY: 00. MAP 10000 RATE MAP. COMMUNITY NAME: CHICAGO, ILL. CO. COUNTY NO.: 120000. COMMUNITY PANEL: 4216. MAP FRAME#: 120100011. REVISIONS DATE: 08/01/19. DATE: 01/01/20. BASE FLOOD ELEVATION FROM FIRM (AS STY): 525.14/5.1550.

ITEMS FROM TABLE "A":

- ITEM #8: THERE WAS NO UNDED PARKING SPACE FOUND ON THE SURVEYED PROPERTY.
- ITEM #11: THE CLIENT AND THE SURVEYOR AGREED ON THE TERMS OF SHOWING ONLY VISIBLE ABOVE-GROUND UTILITIES ON THE PLAN OF SURVEY.
- ITEM #16: THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY.

NOTE:

UTES COMMITMENT PROVIDED BY CHICAGO TITLE INSURANCE COMPANY. COMMITMENT NUMBER: 120N91104000. COMMITMENT DATE: JANUARY 18, 2021.

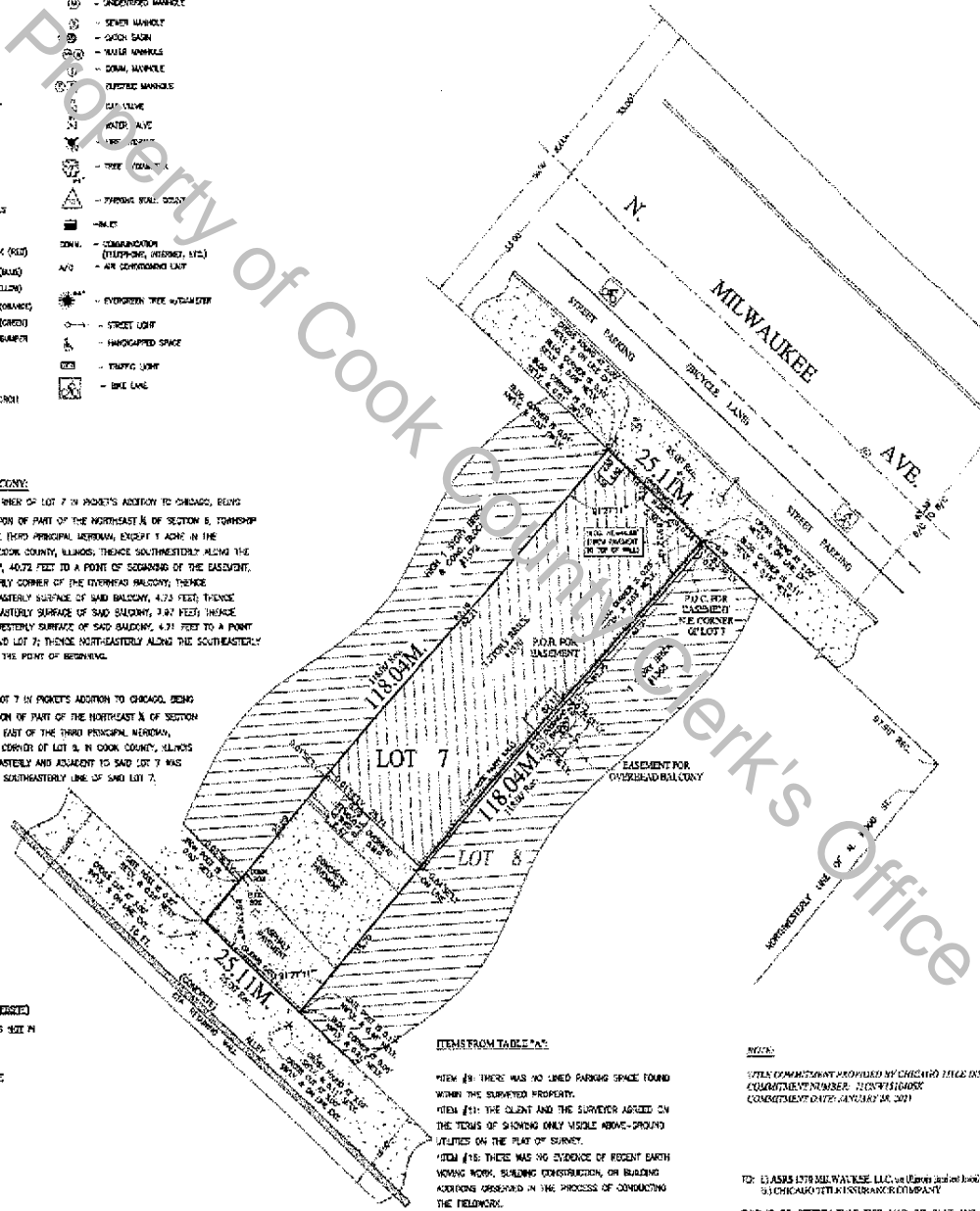
TO: 13 ASSES (STRUBER) WALKER, LLC (Owner) and Jobby Steyer (S) CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 NATIONAL STANDARD DIGITAL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 7, 8, 9, 11, 14, 15 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 03, 2021.

DATE: JUNE 18, 2021

SIGNATURE: *Ed Domaszek*

REGISTRATION NO.: 55-5758 (LIC. EXP. 11/30/2022)



ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

Order No. 101938
Scale: 1 inch = 16 FEET
Field Completion Date: 03 JUNE 2021
Ordered by: JOEY B. WALDMAN

GRAPHIC SCALE

