

UNOFFICIAL COPY

89576232

89576232

PARTY WALL AGREEMENT

This Party Wall Agreement (the "Agreement") is made as of the 13th day of NOVEMBER, 1989, by and between MARGARET, ("Owner of No. 1") and VICTORIA HARRISON, ("Owner No. 2") P. KEEFE

WHEREAS, Owner No. 1 ^{no 2} is the holder of fee title to certain real estate situated 1121 1/2 W. FULLERTON, COOK County, Illinois, which real estate is legally described on Exhibit "A" attached hereto and by this reference made a part hereof ("Parcel No. 1"); and

WHEREAS, Owner No. 2 is the holder of fee title to certain real estate which is contiguous to the 621 W. FULLERTON boundary of Parcel No. 1 (the "Boundary Line"), and which real estate is legally described on Exhibit "B" attached hereto and by this reference made a part hereof ("Parcel No. 2"); and

WHEREAS, Owner No. 1 and Owner No. 2 (each individually, an "Owner" and collectively, the "Owners") mutually desire to provide for the future establishments of a dividing wall which shall straddle the Boundary Line and which shall stand equally upon Parcel No. 1 and Parcel No. 2;

NOW, THEREFORE, the parties do hereby declare that the following rights, obligations, easements, covenants, burdens, uses and privileges shall exist at such times, in the manner and to the extent hereinafter set forth.

1. **Creation of Party Wall.** The Owner who shall first commence construction of a building on its respective Parcel, as described above, shall be required to erect a dividing wall which shall be (8") inches wide, 22 FT (22.0) inches long and (10") inches tall, and which shall straddle the Boundary Line and stand equally on Parcel No. 1 and Parcel No. 2. Such wall shall at all times and in all respects be considered a party wall (the "Party Wall"). The Party Wall shall be constructed in a good and workmanlike manner, free of mechanics' liens, and in conformance with all laws, ordinances, rules and regulations of all applicable governmental authorities.

2. **Cost of Construction.** The Owner erecting the Party Wall (the "Constructing Owner") initially shall bear the sole cost of construction. Prior to the other Owner's construction of improvements abutting the Party Wall, such Owner shall promptly pay the Constructing Owner an amount equal to fifty percent (50%) of the actual cost of construction of the Party Wall, the cost of which shall be evidenced by customary invoices and other appropriate evidence provided to the Owners immediately following construction by the architect, contractor or engineer who supervised or performed the construction of the Party Wall.

2 9 / 8 6 8

162

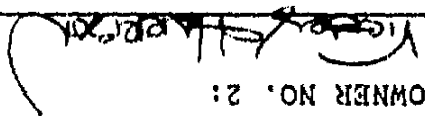
20292568

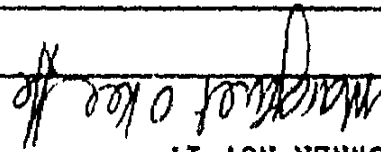
6. Casualty. In the event of destruction or damage to the Party Wall, including the foundation thereof, by fire or other casualty, either owner may repair or restore the Party Wall, at its sole cost and expense; provided, however, that Owner thereafter makes use of the Party Wall or constructs improvements on its parcel abutting same, said Owner shall promptly pay to the repairing owner fifty percent (50%) of the cost of repair or restoration of the Party Wall. All such repair and restoration shall be performed in a good and workmanlike manner with materials comparable to those used in the original Party Wall and shall conform in all respects with all laws, ordinances, rules and regulations of all applicable governmental authorities. Whenever the Party Wall or any portion thereof shall be repaired or restored, it shall be erected in the same location, on the same line and be of the same height, width length and load-bearing capacity as the Party Wall in existence prior to the casualty.

5. Repair and Maintenance. Either owner may repair and/or maintain the Party Wall as necessary to ensure that it shall remain structurally sound and, except to the extent provided in Section 7 below, the cost of such repair and maintenance shall be shared equally by the owners. Each owner, at its sole cost and expense, shall have the right to paid, decorate, clean and perform other similar activities on the interior surface of the Party Wall facing its respective parcel.

4. Use of Party Wall. Owner No. 1 hereby grants to Owner No. 2 the right and easement to use the Party Wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of any building constructed on parcel No. 1, provided that Owner No. 1 has paid its proportionate share of the cost of construction as provided in Section 2 hereof. Owner No. 2 hereby grants to Owner No. 1 its proportionate share of the cost of construction as provided in Section 2 hereof. Owner No. 2 has paid its proportionate share of the length thereof for the support of any building constructed on parcel No. 2, provided that Owner No. 2 has paid its proportionate share of the cost of construction as provided in Section 2 hereof. Owner No. 1 hereby grants to Owner No. 2 the right and easement to use the Party Wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of any building constructed on parcel No. 1, provided that Owner No. 1 has paid its proportionate share of the cost of construction as provided in Section 2 hereof. Neither owner shall be entitled to sue the other for the use of the Party Wall to the exclusion of the use thereof by the other owner.

3. Extension of Party Wall. Either owner may extend the height and/or length of the Party Wall from time to time, subject to the terms and conditions contained herein, only with the prior written consent of the other owners.

OWNER NO. 2: 

OWNER NO. 1: 

IN WITNESS WHEREOF, the parties hereto have caused this Party Wall Agreement to be executed and delivered as of the day and year first above written.

11. Entire Agreement. This Agreement contains the entire agreement of the Owners in respect of the subject matter hereof and supersedes any prior understandings and agreements between the Owners regarding the subject matter of this Agreement.

10. Applicable Law. This Agreement shall be governed by the laws of the State of Illinois. If any of the provisions contained herein shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not in any event affect any of the other provisions contained herein and such other provisions shall be valid and enforceable to the fullest extent permitted by law.

9. Binding Effect. This Agreement and all of the rights, obligations, easements, covenants, burdens, uses and privileges contained herein are appurtenant to the parcels described herein, shall run with the land and shall bind and inure to the benefit of the Owners and their respective representatives, heirs, successors and assigns.

8. Amendment and Termination. All of the covenants, agreements, rights, duties, interests and benefits created hereby or contained herein may be terminated or amended, in whole or in part, only by an instrument executed by Owner No. 1 and Owner No. 2 or their respective successors in interest to the parcels in question.

7. Indemnification. Each Owner hereby indemnifies and agrees to hold the other harmless from and against any and all loss, cost, claim, liability or expense (including any obligation to contribute to repair or restoration) arising out of or relating to any damage caused to the Party Wall by the negligent acts or omissions of the indemnifying Owner, its employees, agents and representatives. No such indemnifying Owner shall be permitted to seek contribution from the indemnified Owner for repairs or restoration of the Party Wall resulting from any such negligent act or omission.

28237558

UNOFFICIAL COPY

8 9 5 7 6 2 3 2

CHICAGO, ILL.
623 W. FULLERTON
VICTORIA HARVEY

OFFICIAL SEAL
GERHARD FICHTEL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES OCT. 18, 1991

My Commission expires:

Notary Public

[Signature]



I, Gerhard Fichtel, Notary Public in and for
said county, in the State aforesaid, do hereby certify
that Victoria Harvey, 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 said instrument as his
own free and voluntary act, for the uses and purposes therein
set forth.

GIVEN under my hand and Notarial Seal this 13th day of Nov, 1989.

STATE OF ILLINOIS
COUNTY OF COOK

OFFICIAL SEAL
GERHARD FICHTEL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES OCT. 18, 1991

My Commission expires:

Notary Public

[Signature]

I, Gerhard Fichtel, Notary Public in and for
said county, in the State aforesaid, do hereby certify
that Margaret M. O'Keefe, 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 said instrument as his
own free and voluntary act, for the uses and purposes therein
set forth.

GIVEN under my hand and Notarial Seal this 13th day of Nov, 1989.

STATE OF ILLINOIS
COUNTY OF COOK

09576232

UNOFFICIAL COPY



Property of Cook County Clerk's Office

89576232

COUNTRY, ILLINOIS.

EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK

1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14

EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST

THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH

BLOCK 6 IN THE CANAL TRUSTEE'S SUBDIVISION OF

INGHAM'S SUBDIVISION OF THE NORTH EAST 1/4 OF

(EXCEPT THE WEST 12.50 FEET THEREOF) IN BLOCK -

LOT 6 (EXCEPT THE EAST 19.0 FEET THEREOF) AND LOT 7

PARCEL B: 623 W. FULLERTON

PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SECTION 33, TOWNSHIP 40 NORTH, EAST OF THE THIRD

AND THE EAST HALF OF THE SOUTH WEST QUARTER OF

HALF, THE NORTH HALF OF THE SOUTH EAST QUARTER

IN THE CANAL TRUSTEE'S SUBDIVISION OF THE NORTH

SUBDIVISION OF THE NORTH EAST QUARTER OF BLOCK 6

THE EAST 19.0 FEET OF LOT 6 IN BUCKINGHAM'S

PARCEL A: 621 W. FULLERTON

SECTION 33 TOWNSHIP 40 NORTH RANGE 14

LEGAL DESCRIPTION:

UNOFFICIAL COPY

1/15/2018

COOK COUNTY

LEVEL OF THE THIRD QUANTILE...
N OF SECTION 33...
EAST 1/2 AND THE EAST 1/4...
THE NORTH 1/2 AND THE NORTH 1/4...
BLOCK 6 IN THE CONVEYANCE...
INLAND SUBDIVISION OF THE NORTH...
(EXCEPT THE WEST 15'20' FEET...)
(EXCEPT THE EAST 10' FEET...)
PARCEL B: 0.53 AC.

SECTION 33...
AND THE EAST HALF OF THE SOUTH...
HALF THE NORTH HALF OF THE SOUTH...
IN THE CONVEYANCE...
SUBDIVISION OF THE NORTH...
THE EAST 10' FEET OF...
PARCEL A: 1.50 AC.

SECTION 33...
LEGAL DESCRIPTION: