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## PARTY WALL AGREEMENT

THIS AGREEMENT is made this 13<sup>th</sup> day of JUNE, 1990 by and between ERIC FISHHAUT and THRUSH DEVELOPMENT COMPANY.

WHEREAS, Eric Fishhaut is the owner in fee simple of the property commonly known as 1650 North Bissell Street as more fully described in Exhibit "A" attached hereto. Thrush Development Company is the owner in fee simple of the property commonly known as 1652 North Bissell Street as more fully described in Exhibit "A" attached hereto.

WHEREAS, the Row House at 1650 North Bissell Street and the proposed Row House at 1652 North Bissell will share a common masonry wall, and the parties herewith set forth the rights, duties, and obligations in connection with said wall.

### W I T N E S S E T H:

1. The party wall separating the two (2) Row Houses shall be for the exclusive use and benefit of the Row Houses which share said wall, their respective owners, heirs, legal representatives, successors and assigns, subject to the terms of this agreement.
2. Each of the owners of the Row Houses sharing a party wall may use said party wall in any manner which shall not materially interfere with the use and enjoyment thereof by the other.
3. Any and all costs and expenses necessary for the maintenance and preservation of the party wall in good condition and repair shall be borne equally between the Row House owners who share said party wall; provided, however, that if at any time, the Row House on one side of the party wall has been removed, the owner of the Row House that shared said wall which remains shall bear the sole cost of so maintaining and preserving the party wall after the owner of the Row House which was removed has performed the necessary construction to allow said remaining wall to be a proper exterior wall in accordance with requirements of the City of Chicago then in effect.
4. Declarant hereby sets forth that if it shall hereafter become necessary or desirable to repair or replace the whole or any portion of a party wall, the expense of such repairing or rebuilding shall be shared equally by the Row House owners who share said party wall, and whenever the party wall or such portion thereof shall be rebuilt, it shall be erected in the same location and on the same line, and be of the same size, and the same or similar material, and of like quality with the present party wall, except where said party wall shall no longer be a shared party wall, but become an exterior wall, then in that case, the material and quality shall be similar to the material and design of other exterior walls on the Row Houses.

Notwithstanding anything herein contained to the contrary, it is further agreed that in the event of damage or destruction of a party wall from any cause, other than the negligence of either of the Row House owners sharing said party wall, and other than on account of fire or other casualty to one of the Row

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Houses sharing said party wall, either of the parties sharing said party wall shall have the right to repair or rebuild the party wall; and, (i) the expense thereof shall be apportioned as hereinabove provided; and (ii) each Row House owner shall have the full use of the party wall so repaired or rebuilt. If damage to or destruction of the party wall shall have been caused by loss by fire or other casualty to the property of, or by the negligence of one party sharing said party wall, such party shall bear the entire cost of repair or rebuilding. If either party sharing said party wall shall neglect or refuse to pay his share as aforesaid, the other party may have the party wall repaired or rebuilt and, in addition to any other remedy available to him by law, shall be entitled to have a mechanic's lien on the premises of the party so failing to pay in the amount of such defaulting party's share of the repair or rebuilding cost. Any repairing or rebuilding done hereunder shall be performed timely and in a good and workmanlike manner, and to the extent possible, accomplished without interruption to the normal usages of the Row Houses which share said party wall.

5. Each Row House owner sharing a party wall is licensed by the other Row House owner who shares said wall, upon reasonable notice and proof of need, to enter upon the other party's premises for the limited and express purpose of erecting, repairing or rebuilding the party wall as hereinabove provided; provided, however, that no such erecting, repairing or rebuilding shall impair or diminish the then existing structural integrity of the other's Row House.

6. All references to party walls contained herein shall also apply to the gutters, scuppers and downspouts which run along, upon or within said party walls, and the portion of this Declaration relating to party walls shall also relate to said gutters, scuppers and downspouts as well.

7. In the event the Row House of one party is no longer connected to the party wall, the other owner, at such time as it removes and disconnects its Row House from the party wall, shall demolish and remove the party wall at its sole cost and expense, leaving said wall in a suitable condition to remain as an exterior wall, and then and thereafter this party wall agreement shall terminate and neither party shall have any right, duty or obligation hereunder (except to fulfill his obligations hereunder which shall have accrued up to and including the date of such termination).

8. The benefits and burdens of the covenants herein contained shall annex to and be construed as covenants running with the aforesaid Parcels or Lots herein described and shall bind the respective parties hereto and their respective heirs, legal representatives, successors and assigns. Nothing herein contained, however, shall be construed to be a conveyance by either party of his respective rights in the fee of the real estate on which the party wall shall stand.

9. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to neglect or willful acts or omissions, shall apply thereto.

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IN WITNESS WHEREOF, THRUSH DEVELOPMENT COMPANY, INC., as aforesaid, has caused these presents to be signed by its President and its corporate seal to be hereunto affixed and attested to by its Secretary this day and year first above written.

THRUSH DEVELOPMENT COMPANY, INC.

BY: \_\_\_\_\_

\_\_\_\_\_  
President

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Secretary

Signed and sworn to before me  
this 13th day of June, 1990.

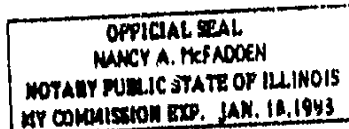
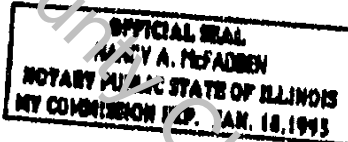
\_\_\_\_\_  
Notary Public

Signed:

\_\_\_\_\_  
Eric Fishhaut

Signed and sworn to before me  
this 13th day of June, 1990.

\_\_\_\_\_  
Notary Public



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COOK COUNTY CLERK'S OFFICE  
JAN 10 2011 10:00 AM  
100 N. LAUREL ST. CHICAGO, IL 60602

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## EXHIBIT A

1650 NORTH BISSELL STREET

THE NORTHWESTERLY 16.0 FEET OF LOT 157 (EXCEPT THE NORTHWESTERLY 0.682 FEET OF SAID LOT 157 AND EXCEPT THE SOUTHWESTERLY 50 FEET OF SAID LOT 157) IN THE SUBDIVISION OF BLOCK 6 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 14 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-32-425-115

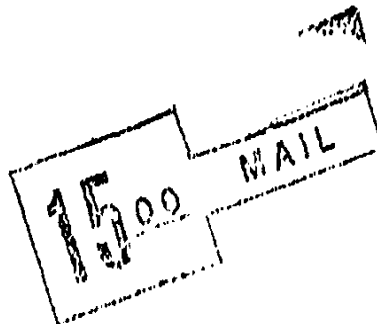
1652 NORTH BISSELL STREET

LOT 156 (EXCEPT THE NORTHWESTERLY 9.7) THEREOF) AND THE NORTHWESTERLY 0.682 FEET OF LOT 157 (EXCEPT THE SOUTHWESTERLY 50 FEET OF SAID LOTS 156 AND 157) IN THE SUBDIVISION OF BLOCK 6 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: Part of 14-32-425-074

DEPT-01 RECORDING 115.25  
128733 TRAM 9578 06/15/90 14:35:00  
9902 14-32-425-074  
COOK COUNTY RECORDER

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Mail To:

Nancy McHadden

Thresh Magnet

357 West Chicago Ave

Chicago, IL 60610