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150013 TRAW 2423 08/01/95 10:50:00
26431 P.C. # -95-502377
COOK COUNTY RECORDER

PARTY WALL AGREEMENT

95502377

THIS AGREEMENT, made this 26 day of July, 1995, between LEYNETTE KUNIEJ and ARMELLA KUNIEJ, 997 North Dee Road, Park Ridge, IL 60069 and ROBERT F. RYAN and MARY L. RYAN, 999 North Dee Road, Park Ridge, IL 60068, in consideration of their promises and agreements to and with each other, herein contained witnesseth:

1. The parties are the owners of adjoining properties, at the common addresses set forth above, and legally described on Exhibit "A" attached hereto and made a part hereof.
2. The boundary line between the parcels is set forth on the plat of survey thereof and includes within the party wall the center line within said wall.
3. The wall now dividing the buildings of owners shall become and remain a party wall and the common property of the owners, their respective heirs and assigns, so that either of them shall be at liberty to use the wall by inserting timbers or other materials up to but not beyond a vertical line drawn through the center and along the entire length of the wall or otherwise to use the wall in any manner that may not interfere with the equal use of the other half of the wall by the other owner.
4. If any dispute arises between the owners of the party wall at the time such wall is used by an owner, or his/her heirs or assigns, as to the then value of wall, then such difference shall immediately after it has arisen be referred to the final determination and award of two competent persons as arbitrators, one

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of whom shall be chose by the owners of each of the respective parcels, and if the two arbitrators so named cannot agree, the two shall name a third, and the decision of any two of the arbitrators as to value shall be final and binding upon the then owners.

5. Either party may add to the wall in depth or thickness. Either party may repair, or in case of destruction may rebuild, the wall or any addition thereto, carrying up flues and the like to leave the other party as near as may be in good condition as before. Any party making repairs or rebuilding shall use good materials and workmanship and shall conform work with the building laws. Each party will do work on his or her own side if the other side is built upon. In case of repairs half of the costs of such repairs shall be paid to the party making the same by the owner of the other parcel on demand, providing such repairs are made after said party, his/her heirs or assigns, has paid for his/her half as herein provided. No addition to the thickness is to be made by either on the land of the other without the consent of such party.
6. The parties covenant mutually and for their respective heirs and assigns, each to and with the other, their heirs, representatives and assigns, that they will observe this agreement and that the covenants herein contained shall run with the land, but no owner is responsible except for his/her acts or defaults while he/she is owner.
7. In case of the destruction of the party wall by fire or any other cause, either of the parties hereto, their successors, heirs or assigns, may repair, rebuild or reconstruct the wall and, if the wall is thereafter utilized by both parties or heir successors, heirs or assigns, each party shall pay one half (1/2) of the cost of reconstruction after first applying all insurance proceeds applicable to the loss of the party wall.
8. There shall be no doorways or windows constructed within the party wall unless agreed to by all parties in writing.
9. All costs related to the maintenance and repair of the party wall shall be borne as follows:
 - A. If solely to the wall within a subject property only, all costs to be borne by that unit owner only.

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B. If to structure of party wall common to both units, then such costs shall be borne equally by the parties.

10. In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of any portion of the party wall referred to herein causing the party wall to encroach upon either property, then in all such cases, valid mutual easements for the maintenance of such encroachment and for the use and maintenance of the party wall and the properties herein are hereby established and shall exist so long as all or any part of the party wall and the adjoining properties shall exist; provided, however, that in no event shall a valid easement for any encroachment or use of the party wall be created in favor of any property owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the property by the other owner or if such encroachment or use occurred or is occasioned due to the intentional, wilful or negligent conduct of any Owner, Occupant or the agent of either.

Executed on the day and date specified above.

Leynette Kuniej
LEYNETTE KUNIEJ

Robert F. Ryan
ROBERT F. RYAN

Armella Kuniej
ARMELLA KUNIEJ

Mary L. Ryan
MARY L. RYAN

997 North Dee Road, Park Ridge, IL 60068

999 North Dee Road, Park Ridge, IL 60068

SWORN TO and SIGNED before me this 26
day of July, 1995.

SWORN TO and SIGNED before me this 26
day of July, 1995.

Charlotte A. Ogorek

Charlotte A. Ogorek

NOTARY PUBLIC
"OFFICIAL SEAL"
CHARLOTTE OGOREK
Notary Public, State of Illinois
My Commission Expires 12/5/95

NOTARY PUBLIC
"OFFICIAL SEAL"
CHARLOTTE OGOREK
Notary Public, State of Illinois
My Commission Expires 12/5/95

This instrument was prepared by:

WOLF & WOLF, P.C., 3295 North Arlington Heights Road, Suite 108, Arlington Heights, IL 60004
708-394-1713

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EXHIBIT "A"

LEGAL DESCRIPTIONS

PIN: 09-27-200-050
COMMONLY KNOWN AS: 997 N. Dec Road, Park Ridge, IL 60068

THAT PART OF LOT 12 IN H. ROY BERRY'S COMMERCIAL CENTER SUBDIVISION HEREINAFTER DESCRIBED, LYING SOUTH OF A STRAIGHT LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT 12 WHICH IS 77.95 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 12 TO A POINT IN THE EAST LINE OF SAID LOT 12 WHICH IS 81.41 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 12 (EXCEPT THE WEST 2 FEET, AS MEASURED AT RIGHT ANGLES). LOT 12 IN H. ROY BERRY'S COMMERCIAL CENTER SUBDIVISION DESCRIBED AS FOLLOWS: STARTING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 543.075 FEET; THENCE SOUTH 481.90 FEET; THENCE WEST 543.075 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER 1/4; THENCE NORTH ALONG SAID WEST LINE 481.90 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 09-27-200-049
COMMONLY KNOWN AS: 999 N. Dec Road, Park Ridge, IL 60068

THAT PART OF LOT TWELVE (12) IN H. ROY BERRY'S COMMERCIAL CENTER SUBDIVISION (HEREINAFTER DESCRIBED), LYING NORTH OF A STRAIGHT LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT TWELVE (12) WHICH IS 77.95 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT TWELVE (12) TO A POINT IN THE EAST LINE OF SAID LOT TWELVE (12) WHICH IS 81.41 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT TWELVE (12) (EXCEPT THE NORTH 17.02 FEET OF SAID LOT TWELVE (12) AS MEASURED ON THE EAST AND WEST LINES THEREOF AND EXCEPTING THE WEST 2 FEET AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT TWELVE (12) IN H. ROY BERRY'S COMMERCIAL CENTER SUBDIVISION DESCRIBED AS FOLLOWS, STARTING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (1/4) OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 543.075 FEET, THENCE SOUTH 481.90 FEET, THENCE WEST 543.075 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER (1/4) THENCE NORTH ALONG SAID WEST LINE 481.90 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

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