

PARTY WALL AND EASEMENT AGREEMENT

29.00
26.00

Agreement made this 6th day of June, 1995, between the beneficial interest holder of property located at 2330 North Cambridge/LaSalle National Bank Trust Number 116086; and the beneficial interest holder of property located at 2314 North Cambridge/American National Bank Trust Number 113748-08.

RECITALS

BOX 260
ATTN: HANKS.

The parties are adjoining land owners of the following Parcels of property located in Cook County, Illinois and legally described as follows:

2330 North Cambridge, Chicago, Cook County, Illinois (LaSalle National Bank - Trust #116086)

Parcel 1: The strip of land 36 feet 9 inches in width running in a Northerly and Southerly direction through Sublots 7 and 8 in Kargel's Subdivision of Lot 5 in Block 5 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, and more particularly described as that certain area of land bounded as follows: Beginning at a point on the North boundary line of said Sublot 7 which point is 26 1/2 feet and a fractional seven-eighths of one inch West of the East boundary line of said Sublot 7, thence running to a point 36 feet 9 inches West on said North boundary line of said Sublot 7, thence South through said Sublots 7 and 8 to the South boundary line of said Sublot 8, thence East 36 feet 9 inches on the South boundary line of said Sublot 8 thence North through said Sublots 8 and 7 to the place of beginning in Cook County, Illinois.

ATTORNEYS' TITLE GUARANITY FUND, INC.

Parcel 2: The East 26 1/2 feet and fractional seven-eighths of an inch of Sublots 7 and 8 of the Subdivision of Lot 5 in Block 5 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

2314 North Cambridge, Chicago, Cook County, Illinois (American National Bank & Trust - Trust #113748-08)

Parcel 3: Sublot 9 in Kargel's Subdivision of Lot 5 in Waddington and others' Subdivision of Block 5 in the Canal Trustee's Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4: Sublot 10 in Kargel's Subdivision of Lot 5 in Waddington and others' Subdivision of Block 5 in the Canal Trustee's Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING \$29.00

The parties desire that the Wall of the building located on the boundary line between Parcels 1, 2 and Parcels 3, 4 be a party wall.

R DEPT-01 RECORDING \$29.00
T#0014 TRAN 0689 12/29/95 11:51:00
#1039 # JW #-95-904847
COOK COUNTY RECORDER

AGREEMENT

In consideration of the mutual covenants set forth below, and of the mutual benefit to be derived hereunder, the parties agree as follows:

DEPT-10 PENALTY \$26.00

113748-08

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SECTION I USE OF WALL

Subject to the conditions set forth in Section III of this agreement, the owner of parcels 1 and 2 shall have the full right to use the wall to support structural members of the building erected on Parcel 2 and to use the wall as one of the walls of the building located on Parcel 2 and to use the wall as a boundary fence for the property located on Parcel 1. The owner of Parcels 3 and 4 has the full right to use the wall as a boundary fence for the property located at Parcels 3 and 4. However, such use by each party shall not injure the adjoining building and shall not impair the party-wall support to which the adjoining building is entitled.

SECTION II EXTENSION AND MODIFICATION OF WALL

Neither party shall have the right to extend the wall horizontally and/or vertically or to modify the wall to lesser or greater thickness than it is at the date of the signing of this agreement without the written agreement of both Parcel owners. Further, neither party shall have the right to modify the finished wall or limestone coping or attach items thereto without the prior written consent of the other party.

SECTION III REPAIRS AND MAINTENANCE

When the need arises for repair or other maintenance of any part of the walls originally built or as later extended, as agreed to in Section II, the cost of such repair should be divided equally between the parties as to parts of the wall then being used by both parties except as follows: The owner of the beneficial interest of Parcels 1 and 2 shall be responsible for the repair and maintenance of the North side of the wall and all brick on the North side of the wall and the owner of the beneficial interest of Parcels 3 and 4 shall be responsible for maintenance of the South side of the wall and all stucco covering the South side of the wall. The owner of the beneficial interest of Parcels 3 and 4 shall be entitled to paint and/or stucco such portion(s) of the South side of the wall representing the support structure of the building wall(s) located on Parcels 1 and 2. The owner of the beneficial interest of Parcels 3 and 4 shall indemnify and hold harmless the owner of the beneficial interest of Parcels 1 and 2 from any claim arising out of such painting or stucco application of the South side of the wall representing the support structure of the building wall(s). Notwithstanding the foregoing, the owner of the beneficial interest of Parcels 3 and 4 shall not be responsible for the repair or other maintenance of that part of the South side of the wall representing the support structure of the building wall (s) located on Parcels 1 and 2 other than the paint and/or stucco covering on the wall, if any, except as to the negligence by the owner of the beneficial interest in Parcels 3 and 4. The owners shall be jointly responsible for maintenance of the limestone coping on top of the wall. As to any remaining portion, the entire cost shall be borne by the party using that portion. The above notwithstanding, either party causing injury to any part of the wall shall be responsible for repair of that part of the wall. All repairs made in accordance with this section shall be executed in a good workmanlike manner, free of mechanics liens and in conformance with all laws, ordinances rules and regulations of all applicable governmental authorities.

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SECTION IV REPLACEMENT OR DESTRUCTION

If the wall is totally or partially destroyed by fire or any other cause of a related nature, either party shall have the right to replace the wall in the same size, (horizontally and vertically) and the same thickness as it is at the date of the signing of this agreement. The cost of replacement shall be borne solely by the party carrying it out if that party alone intends to continue use of the wall. If both parties intend to continue use thereof, the cost of replacement shall be divided equally between the parties as to that part of the wall intended to be used by both. Thereafter, if the party who paid less than half of the reconstruction cost elects to increase his or her use of the wall, he or she shall reimburse the other party for a portion of such costs. All repairs made in accordance with this section shall be executed in a good workmanlike manner, free of mechanics liens and in conformance with all laws, ordinances rules and regulations of all applicable governmental authorities.

SECTION V DURATION OF AGREEMENT

This agreement shall continue in effect for as long as the wall remains standing and in use as a party wall by either party, their heirs, assigns or successors in interest, subject to the right of replacement granted in Section IV of this agreement.

SECTION VI EFFECT OF AGREEMENT

This agreement shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, and assigns. It shall continue as a covenant running with the land as to both Parcels 1, 2 and 3, 4 for its duration.

SECTION VII EASEMENT

The parties understand that a portion of the masonry wall mentioned herein meanders across the lot line between Parcel 2 and Parcel 3 starting at a point approximately 6.2 feet West of the East boundary of Parcels 2 and 3 crossing the lot line to a point .29 feet South of the South portion of Parcel 2 and extending approximately 14 feet West to a point approximately .36 feet South of the South boundary of Parcel 2 and then returning North across the lot line. The grantor, owner of the servient estate (Parcel 3 and 4) in consideration of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, grants, bargains, sells and conveys to the grantee an easement to use that portion of Parcels 3 and 4 as evidenced by the survey recorded herewith in accordance of the terms of this agreement.

This easement is for the benefit of and appurtenant to the land described in this document and continues in effect for as long as it will remain standing and in use as a party wall by either party, their heirs, assigns or successors in interest.

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SECTION VIII RECORDATION

Following its execution, this agreement shall be recorded with the Recorder of Deeds in Cook County, Illinois. Such recording cost shall be borne by the party desiring this agreement be recorded.

SECTION IX 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 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 act or omission.

SECTION X 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.

SECTION XI 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.

SECTION XII 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.

SECTION XIII 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

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the subject matter of this Agreement.

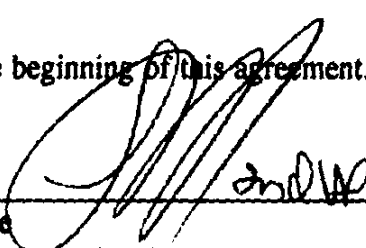
IN WITNESS WHEREOF, the parties hereto have caused this Party Wall and Easement Agreement to be executed and delivered as of the day and year first above written.

OWNER NO. 1:

OWNER NO. 2:

Executed at Chicago, Illinois, on the date set forth at the beginning of this agreement.

LaSALLE NATIONAL TRUST N A Successor Trustee to
LaSalle National Bank
Trust #116086



American National Bank and Trust
Trust #113748-08

AS TRUSTEE AND NOT INDIVIDUALLY

Nancy A. Stack

ASSISTANT SECRETARY

[Faint, mostly illegible text, likely the body of the agreement]

This instrument is executed by the undersigned Lead Trustee
of the American National Bank and Trust Company, Chicago, Illinois,
as of the day and year first above written.

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