

# UNOFFICIAL COPY

## EASEMENT AND PARTY WALL AGREEMENT

FOR

98507136

PLAISANCE TOWNHOMES

67.50  
125

THIS Agreement is made this 25<sup>th</sup> day of June, 1996 by RENAISSANCE/THRUSH JOINT VENTURE, an Illinois Partnership.

DEPT OF RECORDING \$67.50  
: T30001 TRAN 4406 07/02/96 11:57:00  
: 16504 : RC \*--96-507136  
: COOK COUNTY RECORDER  
: DEPT-10 PENALTY \$64.00

### RECITALS

The Declarant is the owner in fee simple of the tract of land in the City of Chicago, County of Cook, State of Illinois, described on Exhibit "A" attached hereto, said land being referred to as the "Townhomes" or "Lot" or "Lots".

The Townhomes consist of nine (9) single family residences, having one or more party walls, which are constructed on Lots bearing common addresses of 1003-19 East 81st Street in Chicago, Illinois and more fully described on Exhibit "A" attached hereto and made a part hereof.

The Declarant intends to convey the Townhomes to individual or multiple purchasers who will accept title to said real estate subject to the terms and conditions of this Agreement.

The purposes of this Agreement are as follows:

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- A. To provide for ingress and egress over the South Three (3') Feet of each Townhome Lot.
- B. To establish the terms of a party wall agreement relative to the shared walls of the Townhomes.

NOW, THEREFORE, the Declarant hereby declares that the Townhomes shall hereafter be held, transferred, sold, conveyed, occupied, mortgaged and encumbered subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which shall run with the land and be binding on all parties having any interest in the Townhomes or any part thereof and shall inure to the benefit of each owner thereof.

### ARTICLE I

#### DEFINITIONS

1.1 MEANINGS: As used herein (unless the context shall prohibit) the following words shall have the following meanings:

- a) Declarant: RENAISSANCE/THRUSH JOINT VENTURE, an Illinois Partnership.
- b) Townhomes: The Nine (9) residences .
- c) Property: The Nine (9) Lots.
- d) Party Wall: The dividing wall which exists between two (2) Townhomes.

1.2 EXCLUSION: This Agreement specifically excludes any reference to common areas, associations, assessments, or by-laws. The Townhomes which are subjected to this Agreement are considered to be fee simple units with no shared land or common elements and the purpose of this Agreement is limited solely to the matters set forth herein as they relate to easements and party walls.

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## ARTICLE II

### EASEMENTS

2.1 **PEDESTRIAN ACCESS EASEMENT:** An easement is hereby declared and granted for the ingress and egress of persons to and from each and all of the Townhomes and the land upon which they sit for the use and benefit of the owners and their guests and invitees over and upon the South Three (3') of the lot for each of said Townhome.

2.2 **BLANKET UTILITY EASEMENT:** A blanket easement is hereby declared and granted in favor of each lot and individual easements in favor of Illinois Bell Telephone Company, Commonwealth Edison Company, Peoples Gas Company, CATV licensee, and all other public or private utilities serving the Development, granting each other and such utilities the right to install, lay, construct, renew, operate and maintain, repair and replace conduits, cables, pipes, sewer and water lines, electrical wiring, transformers and switching apparatus and other equipment including housings for such equipment, into, over, under, along, and through said individual parcels of land (not, however, through any individual self-contained dwelling structure described above other than an exterior wall whose interior surface will be unaffected thereby) for the purpose of providing utility and other services contemplated herein, or any parts thereof, together with reasonable rights of ingress and egress from the Property, for such purposes. Where any pipes, wires, conduits and public utility lines lie within the boundaries of a Townhome lot, any portions thereof servicing only that lot shall be deemed a part of that lot. Each Townhome has been provided with its own water, sewer, electric and telephone service.

## ARTICLE III

### PARTY WALLS

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3.1 **DESCRIPTION:** Each Townhome has either one (1) or two (2) party walls comprising the side dividing walls of the dwelling unit and running in a North to South direction. Said party walls are constructed of either masonry or of woodframe and plasterboard materials. The wall separating one Townhome from another is herewith declared as a party wall. The Declarant herewith sets forth the rights, duties and obligations in connection with said party walls.

#### 3.2 **DECLARATION:**

- A. The party wall separating two (2) Townhomes shall be for the exclusive use and benefit of the Townhomes which share said wall, their respective owners, heirs, legal representatives, successors and assigns subject to the terms of this Agreement.
- B. Each of the owners of the Townhomes 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.
- C. 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 Townhome owners who share said party wall; provided, however, that if at any time, the Townhome on one side of the party wall has been removed, the owner of the Townhome that shared said wall which remains shall bear the sole cost of so maintaining and preserving the party wall after the owner of the Townhome 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.
- D. 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

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rebuilding shall be shared equally by the Townhome 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 Townhomes.

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 Townhome owners sharing said party wall, and other than on account of fire or other casualty to one of the Townhomes 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 Townhome 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 or fire or other casualty to the property of, or by the negligence of one party sharing said party wall, said party will 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 at law, shall be entitled to record a mechanic's lien against the premises of the party so failing to pay in the amount of said 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 Townhomes which share said party wall.

- E. Each Townhome owner sharing a party wall is licensed by the other Townhome 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 Townhome.
- F. 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 Agreement relating to party walls shall also relate to said gutters, scuppers and downspouts as well.
- G. In the event the Townhome of one party is no longer connected to the party wall, the other owner, at such time as it removes and disconnects its Townhome 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).
- H. The benefits and burdens of the covenants herein contained shall annex to and be construed as covenants running with the aforesaid parcels of 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.
- I. To the extent not inconsistent with the provisions of this Article, the general rules of law

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regarding party walls and liability for property damage due to neglect or willful acts or omissions, shall apply thereto.

IN WITNESS WHEREOF, RENAISSANCE/THRUSH JOINT VENTURE, an Illinois Partnership, has caused these presents to be signed by its General Partners and attested by its Secretaries this day and year first above written.

RENAISSANCE/THRUSH JOINT VENTURE

By: Renaissance Development Corporation, an Illinois not-for-profit corporation, a Co-Venturer

By: [Signature]  
Victor Knight  
Its: Executive Director

By: Thrush Woodlawn, Inc., an Illinois corporation, a Co-Venturer

By: [Signature]  
George H. Thrush  
Its: President

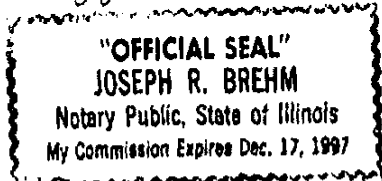
STATE OF ILLINOIS)  
  )SS  
COUNTY OF COOK)



I, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Victor Knight, Executive Director of Renaissance Development Corporation, an Illinois not-for-profit corporation, a Co-Venturer who is personally known to me to be the same person whose name is subscribed to the foregoing as said Executive Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said not-for-profit corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25<sup>th</sup> day of June, 1996.  
Kathleen Fields Baggett  
Notary Public

STATE OF ILLINOIS)  
  )SS  
COUNTY OF COOK)



I, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that George H. Thrush, President of Thrush Woodlawn, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing as said President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27<sup>th</sup> day of June, 1996.  
Joseph R. Brehm  
Notary Public

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THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE MAILED TO:

Joseph R. Brehm  
Closing Manager  
Thrush Development Company  
357 West Chicago Avenue  
Chicago, IL 60610

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## EXHIBIT "A"

### (LEGAL DESCRIPTION)

#### UNIT 1

That part of the North 50 feet of Block 3 in Busby's Subdivision of the South Half of the Southwest Quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, lying West of a line drawn perpendicular to the North line thereof through a point 24.42 feet East of the Northwest corner of said Block 3, in Cook County, Illinois.

Common Address: 1003 East 61st Street; Chicago, IL 60637  
Property Identification Number: Part of 20-14-310-001

#### UNIT 2

That part of the North 50 feet of Block 3 in Busby's Subdivision of the South Half of the Southwest Quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, lying West of a line drawn perpendicular to the North line thereof through a point 41.06 feet East of the Northwest corner of said Block 3 and lying East of a line drawn perpendicular to the North line thereof through a point 24.42 feet East of the Northwest corner of said Block 3, in Cook County, Illinois.

Common Address: 1005 East 61st Street; Chicago, IL 60637  
Property Identification Number: Part of 20-14-310-001

#### UNIT 3

That part of the North 50 feet of Block 3 in Busby's Subdivision of the South Half of the Southwest Quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, lying West of a line drawn perpendicular to the North line thereof through a point 57.70 feet East of the Northwest corner of said Block 3 and lying East of a line drawn perpendicular to the North line thereof through a point 41.06 feet East of the Northwest corner of said Block 3, in Cook County, Illinois.

Common Address: 1007 East 61st Street; Chicago, IL 60637  
Property Identification Number: Part of 20-14-310-001

#### UNIT 4

That part of the North 50 feet of Block 3 in Busby's Subdivision of the South Half of the Southwest Quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, lying West of a line drawn perpendicular to the North line thereof through a point 74.34 feet East of the Northwest corner of said Block 3 and lying East of a line drawn perpendicular to the North line thereof through a point 57.70 feet East of the Northwest corner of said Block 3, in Cook County, Illinois.

Common Address: 1009 East 61st Street; Chicago, IL 60637  
Property Identification Number: Part of 20-14-310-001

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## UNIT 5

That part of the North 50 feet of Block 3 in Busby's Subdivision of the South Half of the Southwest Quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, lying West of a line drawn perpendicular to the North line thereof through a point 90.98 feet East of the Northwest corner of said Block 3 and lying East of a line drawn perpendicular to the North line thereof through a point 74.34 feet East of the Northwest corner of said Block 3, in Cook County, Illinois.

Common Address: 1011 East 61st Street; Chicago, IL 60637  
Property Identification Number: Part of 20-14-310-001

## UNIT 6

That part of the North 50 feet of Block 3 in Busby's Subdivision of the South Half of the Southwest Quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, lying West of a line drawn perpendicular to the North line thereof through a point 107.62 feet East of the Northwest corner of said Block 3 and lying East of a line drawn perpendicular to the North line thereof through a point 90.98 feet East of the Northwest corner of said Block 3, in Cook County, Illinois.

Common Address: 1013 East 61st Street; Chicago, IL 60637  
Property Identification Number: Part of 20-14-310-001

## UNIT 7

That part of the North 50 feet of Block 3 in Busby's Subdivision of the South Half of the Southwest Quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, lying West of a line drawn perpendicular to the North line thereof through a point 124.26 feet East of the Northwest corner of said Block 3 and lying East of a line drawn perpendicular to the North line thereof through a point 107.62 feet East of the Northwest corner of said Block 3, in Cook County, Illinois.

Common Address: 1015 East 61st Street; Chicago, IL 60637  
Property Identification Number: Part of 20-14-310-001

## UNIT 8

That part of the North 50 feet of Block 3 in Busby's Subdivision of the South Half of the Southwest Quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, lying West of a line drawn perpendicular to the North line thereof through a point 140.90 feet East of the Northwest corner of said Block 3 and lying East of a line drawn perpendicular to the North line thereof through a point 124.26 feet East of the Northwest corner of said Block 3, in Cook County, Illinois.

Common Address: 1017 East 61st Street; Chicago, IL 60637  
Property Identification Number: Part of 20-14-310-001

## UNIT 9

The West 173.05 feet of the North 50 feet of Block 3 in Busby's Subdivision of the South Half of the Southwest Quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, except that part thereof lying West of a line drawn perpendicular to the North line thereof through a point 140.90 feet East of the Northwest corner of said Block 3, in Cook County, Illinois.

Common Address: 1019 East 61st Street; Chicago, IL 60637  
Property Identification Number: Part of 20-14-310-001

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## CONSENT OF MORTGAGEE

BANK OF AMERICA ILLINOIS COMMUNITY DEVELOPMENT CORPORATION, as mortgagee under mortgage dated this 3rd day of May, 1996 and recorded this 12th day of June, 1996 as Document #96-447671, hereby consents to the execution and recording of the within EASEMENT AND PARTY WALL AGREEMENT FOR PLAISANCE TOWNHOMES.

This consent is made subject to the lien of the above-captioned Mortgage of record filed with the Office of the Recorder of Deeds of Cook County, Illinois which was given to secure the payment of money.

IN WITNESS WHEREOF, BANK OF AMERICA ILLINOIS COMMUNITY DEVELOPMENT CORPORATION has caused its hand and seal to be hereto affixed and has caused its name to be signed to these presents by the Vice President and attested by its Secretary on this 12th day of June, 1996.

BANK OF AMERICA ILLINOIS COMMUNITY DEVELOPMENT CORPORATION

By: \_\_\_\_\_

*James J. Kellner*  
Its Vice President

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

*John E. Ok*  
Its Secretary

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