

AGREEMENT

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THIS AGREEMENT is entered into this 30th day of September, 1997, by and between TED W. BATYCKI and HELENA BATYCKI, Sellers and KAROL KEDZIORA and DIONIZY KACPRZYK, Buyers in a Real Estate Sale Contract dated August 5, 1997 (the "Contract").

WHEREAS, Sellers are the owners of the real estate located at 5524-28 West Belmont Avenue, Chicago, Illinois, legally described as:

Lots 1 and 2 in Hield and Buzzell's Resubdivision of Lot 4 of Block 2 in Hield and Martin's Subdivision of Blocks 5 and 6 of the Subdivision of Lots D, E and F in the Partition of the West Half of the South West Quarter of Section 21, Township 40 North, Range ~~14~~ East of the Third Principal Meridian, in Cook County, Illinois. 13

P.I.N. 13-21-327-022

WHEREAS, the Contract dated August 5, 1997 is for the sale of the East 17 feet of Lot 2, known as 5524 W. Belmont Avenue, Chicago, Illinois in the Contract, legally described as follows:

The East 17 feet of Lot 2 in Hield and Buzzell's Resubdivision of Lot 4 of Block 2 in Hield and Martin's Subdivision of Blocks 5 and 6 of the Subdivision of Lots D, E and F in the Partition of the West Half of the South West Quarter of Section 21, Township 40 North, Range ~~14~~ East of the Third Principal Meridian, in Cook County, Illinois. 13

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WHEREAS, the Sellers shall remain as the owners of 5526-28 W. Belmont Avenue, Chicago, Illinois, legally described as:

Lot 1 and Lot 2 (except the East 17 feet thereof), in Hield and Buzzell's Resubdivision of Lot 4 of Block 2 in Hield and Martin's Subdivision of Blocks 5 and 6 of the Subdivision of Lots D, E and F in the Partition of the West Half of the South West Quarter of Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Sellers and Buyers hereby agree as follows:

R E C I T A L S

- A. Sellers own Lots 1 and 2 located at 5524-28 W. Belmont Avenue;
- B. Buyers and Sellers have entered into a certain Contract for the sale of a parcel commonly known as 5524 W. Belmont, which parcel is the East 17 feet of Lot 2;
- C. There exists a party wall between the building being purchased by Buyers and the building owned by Sellers; there also exists a common roof over both the building being purchased and the Sellers' building and an unpaved back yard used for parking;
- D. The parties desire to enter into this written agreement regarding the easement given to each other for the party wall,

the roof, and the back yard setting forth rights and responsibilities for maintenance and repairs to these elements.

WITNESSETH:

NOW THEREFORE, Sellers and Buyers agree to the easement for the party wall, the roof, and the back yard, the payment of taxes and payment of charges for water usage under the following terms and conditions:

1. Sellers and Buyers grant to each other an easement for the one half of the wall that rests on the other's property;
2. Sellers and Buyers agree that they shall share any expenses incurred in the maintenance and/or repair of the party wall, on a equal 50-50 basis. In case of the destruction of the party wall by fire or any other cause, the replacement of the wall shall be shared on an equal 50-50 basis.
3. Each party has the right to extend the beams of their building into the party wall, but not beyond the centerline of the wall;
4. Use of the wall for fireplaces is illegal.
5. If either party wishes to demolish the building on their side of the party wall, they may do so, but they must leave the wall intact

for the support of the other party's building.

6. If at any time either party desires to extend the wall for any reasonable height or depth or length, the extension may be done at that party's expense. The extension shall be uniform in material and dimensions with the original wall. The other party shall have the right to use the extension if that party pays the party making the extension one-half the cost of the extension.

7. The parties agree that any costs regarding the maintenance and repair of the roof will be shared on a two-thirds/one third basis; the Seller shall be responsible for two-thirds of the costs and the Buyers shall be responsible for one-third of the costs of any such maintenance and/or repairs of the roof.

8. The unpaved back yard area is used for parking. The parties agree that in the event they decide to pave the entire parking area at the rear of the building, such costs will be shared on a one-third cost to Buyers and a two-thirds cost to Sellers. Any maintenance, such as snow removal and repairs, shall be shared on the same basis. Either party may pave its own parking area at its own expense.

9. Sellers agree that Buyers may erect, at Buyers' expense, a fence on their side of the property. In the event the parties agree to erect a fence to separate the two properties on the boundary line, one-

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half of fence on each side, the cost of erecting same will be shared on a 50-50 basis, with maintenance and repairs shared on same basis.

10. Until the Cook County Assessor's Office shall issue a separate Permanent Index Number (the present number is: 13-21-327-022) for the real estate parcel being purchased by Buyers under the Contract (legal description as shown on page 1 of this Agreement and the parcels retained by the Sellers, legal description as shown on page 2 of this Agreement), the parties agree that the real estate taxes to become due and owing after the date of the closing of the sale, shall be paid one-third by Buyers and two-thirds by Sellers.

11. Presently, there exists one water meter serving all parcels, until the Chicago Department of Water installs a new meter for the Buyers, or Sellers and Buyers hire a plumber to install a meter for the Buyers' water service and split the cost equally, Sellers and Buyers agree that the payment of water usage will be paid on the basis of 2/3 by Sellers and 1/3 by Buyers.

12. If any dispute arises between the Buyers and Sellers as to the party wall, roof, back yard area or fence, the dispute shall be submitted to the decision of three arbitrators, one to be chosen by each party and the third to be chosen by the two chosen by the parties. If a party fails to choose an arbitrator within 30 days after the first one

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is chosen, then two other arbitrators shall be chosen by the American Arbitration Association. If the two arbitrators chosen by the parties fail to choose a third arbitrator within 30 days after they have been selected, then the third arbitrator shall be chosen by the American Arbitration Association. Each party will pay the costs of its experts, evidence and legal counsel. Other expenses of the arbitration will be borne equally by the parties. The arbitration will be governed by the Commercial Rules of the American Arbitration Association then in effect. A decision of a majority of the arbitrators shall be final and conclusive on the parties. Judgment upon any award of the arbitrators may be entered in any court of competent jurisdiction.

13. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, as though all were named and specified herein in the first instance.

14. The parties agree that this Agreement shall be recorded with the Office of the Cook County, Illinois Recorder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

SELLERS:

Ted W. Batycki
TED W. BATYCKI

Helena Baytcki
HELENA BAYTCKI

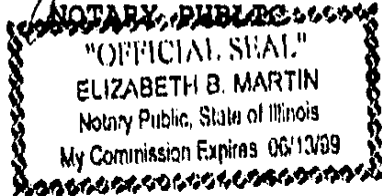
BUYERS:

Karol Kedziora
KAROL KEDZIORA

Djonizy Kacprzyk
DJONIZY KACPRZYK

SUBSCRIBED and SWORN to before me this 30th day of September, 1997.

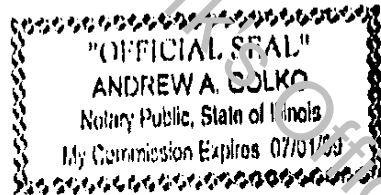
Elizabeth B. Martin



ANDREW A. GOLKO, ESQ.
LAW OFFICES OF ANDREW A. GOLKO
5790 North Lincoln Avenue
Chicago, Illinois 60659
773-275-5790

SUBSCRIBED and SWORN to before me this 30 day of September, 1997.

Andrew A. Golko



LAW OFFICES OF
KULAS & KULAS
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CHICAGO, ILLINOIS 60622-4723



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