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COOK COUNTY RECORDER

Prepared By:

Jocelyn P.  
750 LAKE COOK  
DUFFERIN GROVE, IL  
60089

MAIL TO: STI  
Box 335

## PARTY WALL AGREEMENT

This Party Wall Agreement (the "Agreement") is made as of the 28th day of May, 1997, by and between Gennady Kaplan and Bella Kaplan ("Owner No. 1") and Romeo L. Nalzarro and Jocelyn P. Nalzarro ("Owner No. 2").

WITNESSETH:

3/11/98

WHEREAS, Owner No. 1 is the holder of fee title to certain real estate situated in Des Plaines, Cook County, Illinois, which real estate is legally described on Exhibit "A" attached hereto and by this reference made a part hereof ("Parcel No. 1"); and

WHEREAS, Owner No. 2 is holder of fee title to certain real estate which is contiguous to the North boundary of Parcel No. 1 (the "Boundary Line"), and which real estate is legally described on Exhibit "B" attached hereto and by this reference made a part hereof ("Parcel No. 2"); and

WHEREAS, Owner No. 1 and Owner No. 2 (each individually, and "Owner" and collectively, the "Owners") mutually desire to provide for the creation of a Party Wall Agreement relative to the existing dividing wall which straddles the Boundary Line and which stands equally upon Parcel No. 1 and Parcel No. 2;

NOW, THEREFORE, the parties do hereby declare that the following rights, obligations, easements, covenants, burdens, uses and privileges shall exist at such times, in the manner and to the extent hereinafter set forth.

1. Creation of Party Wall. The existing dividing wall which straddles the Boundary Line and stands equally on Parcel No. 1 and Parcel No. 2 shall at all times and in all respects be considered a party wall (the "Party Wall"). The Party Wall shall be maintained in a good and 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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2. Use of the Party Wall. Owner No. 1 hereby grants to Owner No. 2 the right and easement to use the Party Wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of any building constructed on Parcel No. 2. Owner No. 2 hereby grants to Owner No. 1 the right and easement to use the Party Wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of any building constructed on Parcel No. 1. Neither Owner shall be entitled to use the top surface of the Party Wall to the exclusion of the use thereof by the other Owner.

3. Repair and Maintenance. Either Owner may repair and/or maintain the Party Wall as necessary to ensure that it shall remain structurally sound and, except to the extent provided in Section 5 below, the cost of such repair and maintenance shall be shared equally by the Owners. Each Owner, at its sole cost and expense, shall have the right to paint, decorate, clean and perform other similar activities on the interior surface of the Party Wall facing its respective parcel.

4. Casualty. In the event of destruction or damage to the Party Wall, including the foundation thereof, by fire or other casualty, either Owner may repair or restore the Party Wall, at its sole cost and expense; provided, however, that except as otherwise provided in Section 5 below, the other Owner shall promptly pay to the repairing Owner fifty percent (50%) of the cost of repair or restoration of the Party Wall. All such repair and restoration shall be performed in a good and workmanlike manner with materials comparable to those used in the original Party Wall and shall conform in all respects with all laws, ordinances, rules and regulations of all applicable governmental authorities. Whenever the Party Wall or any portion thereof shall be repaired or restored, it shall be erected in the same location, on the same line and be of the same height, width, length and load-bearing capacity as the Party Wall in existence prior to the casualty.

5. 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 negligent 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 negligent act or omission.

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6. 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.

7. Binding Agreement. 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.

8. 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.

9. 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 the subject matter of this Agreement.

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

Owner No. 1

Gennady Kaplan  
Gennady Kaplan

Owner No. 2

Romso L. Nalzar  
Romso L. Nalzar

Bella Kaplan  
Bella Kaplan

Jocelyn P. Nalzar  
Jocelyn P. Nalzar

This instrument was prepared by Joel S. Hyman, 750 W. Lake Cook Road, Suite 495, Buffalo Grove, Illinois 60089.

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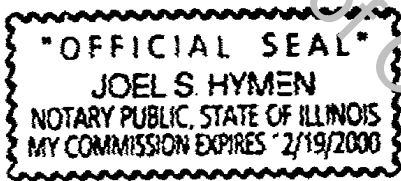
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STATE OF ILLINOIS )  
 ) ss  
COUNTY OF LAKE )

I, Joel S. Hymen, a Notary Public in and for said Country, in the State aforesaid, DO HEREBY CERTIFY that Gennady Kaplan and Bella Kaplan, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29<sup>th</sup> of May, 1997.

Joel S. Hymen  
Notary Public

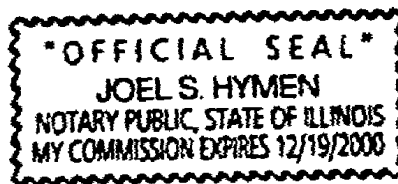


STATE OF ILLINOIS )  
 ) ss  
COUNTY OF LAKE )

I, Joel S. Hymen, a Notary Public in and for said Country, in the State aforesaid, DO HEREBY CERTIFY that Romeo L. Nalzar and Jocelyn P. Nalzar, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29<sup>th</sup> of May, 1997.

Joel S. Hymen  
Notary Public



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EXHIBIT "A"

Parcel No. 1

THE SOUTH 1/2 OF LOT 24 IN FIRST ADDITION TO MEADOWLANE  
SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE  
NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41  
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

ADDRESS: 9440 MEADOW LANE, DES PLAINES, ILLINOIS 60016

P.I.N.: 09-15-208-053

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EXHIBIT "B"

Parcel No. 2

THE NORTH 1/2 OF LOT 24 IN FIRST ADDITION TO MEADOWLANE  
SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE  
NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41  
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

ADDRESS: 9442 MEADOW LANE, DES PLAINES, ILLINOIS 60016

P.I.N.: 09-15-108-054

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