

UNOFFICIAL COPY

98581411

PLAT

7-7-98

SEE PLAT BOOKS

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

PREPARE & MAIL TO:
LISA WEINSTEIN
150 N. WACKER DRIVE
SUITE 1060
CHICAGO, IL 60606

AGREEMENT

This Agreement made between Albany Bank and Trust Company N.A., as Trustee of Trust Number 11-4743, under Trust Agreement dated July 16, 1990, and Charles T. Urban, Jr. and Gretchen S. Urban.

SECTION I

DESCRIPTION OF PROPERTY

Albany Bank and Trust Company N.A., as Trustee of Trust Number 11-4743, under Trust Agreement dated July 16, 1990 owns Parcel A, (as fully described in the survey attached hereto as Exhibit "A"). Charles T. Urban, Jr. and Gretchen S. Urban are purchasers of Parcel B (pursuant to the legal description attached hereto as Exhibit "B") immediately adjoining Parcel A to the north.

SECTION II

LOCATION OF BUILDINGS

A brick warehouse of approximately 11,999 square feet is located on Parcel B, the south wall of which is located on the boundary line of Parcel A.

A brick warehouse of approximately 19,884 square feet is located on the Parcel A, the north wall of which is located on the boundary line of Parcel B.

SECTION III

DESIGNATION OF WALL AS PARTY WALL

The center wall dividing the warehouse in two parts, one part conveyed to Charles T. Urban, Jr. and Gretchen S. Urban, and the other part to be retained by Albany Bank and Trust Company N.A., as Trustee of Trust Number 11-4743, under Trust Agreement dated July 16, 1990, shall be a party wall for the benefit of both parties.

SECTION IV

EXTENSION OF WALL

Either party, their successors, and assigns shall have the right to add or extend the party wall, provided no encroachment is made on the other party's property without that party's prior written consent.

In all construction work, the party doing the construction work is entitled to enter on the property of the other to the extent that is reasonably necessary to perform the work. In this connection, the party shall take and observe due precaution and care not to damage the

COOK COUNTY CLERK'S OFFICE
ORIGINAL WITH THIS DOCUMENT

UNOFFICIAL COPY

Property of Cook County Clerk's Office

property of the other party.

The cost and expense of this type of addition or extension shall be borne by the party making the addition or extension. However, if the other party uses the addition or extension, that party shall pay to the party making the modification a sum equaling half of the costs incurred in constructing the portion of the party wall used. In the event that the parties cannot agree as to the value of the portion of the party wall for which payment is required, the value shall be determined by arbitration.

SECTION V

REPAIRS AND MAINTENANCE

When the need arises for repair or other maintenance of any part of the wall as originally built or as later extended, the cost of this repair shall be divided equally between the parties as to parts of the wall then being used by both parties. As to any remaining portion, the entire cost shall be borne by the party using that portion.

SECTION VI

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. The cost of replacement shall be borne solely by the party carrying it if he alone intends to continue use of the wall. If both parties intend to continue use, the cost of replacement shall be divided equally between the parties as to that part of the wall intended to be used by both. After that, if the party who paid less than half of the reconstruction costs elects to increase his use of the wall, he shall reimburse the other party for his fifty percent (50%) of these costs.

SECTION VII

DURATION OF THIS 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, subject to the right of replacement granted in Section VI of this agreement.

SECTION VIII

EFFECT OF AGREEMENT

This agreement shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It shall continue as a covenant running with the land as to both Parcels A and B for its duration. Nothing contained here shall be construed as a grant by either party of their respective rights to title to the land on which the wall or any extension of it stands.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SECTION IX

RECORDATION

Following its execution, this agreement shall be recorded with the county clerk of Cook County, Illinois.

SECTION X

ARBITRATION

Any controversy or difference that shall arise between the parties with respect to the interpretation or affect of this agreement, the rights or liabilities of the parties under the agreement, the value to be placed on the wall or any part of it, or otherwise, shall be submitted to the decision of three arbitrators, one to be chosen by the owner of Parcel A, one to be chosen by the owner of Parcel B, and the third to be chosen by the arbitrators already chosen. The award of a majority of such arbitrators shall be final and conclusive on the parties.

SECTION XI

UTILITIES

It is understood between the parties that the gas and electric meters for Parcel B are located on Parcel A and that said meters shall continue to remain on Parcel A for the benefit of Parcel B, unless otherwise agreed to by the parties in writing. Reasonable access to these meters shall be given to Parcel B.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 24th day of MAY, 1998.

Albany Bank and Trust Company N.A.,
as Trustee of Trust Number 11-4743,
under Trust Agreement dated July 16,
1990

Date 5/27/98

Charles T. Urban, Jr.

Gretchen S. Urban

Date 5/27/98

The undersigned, ALBANY BANK & TRUST COMPANY N.A., is hereby certifying that the copy of this document, as shown, is a true and correct copy of the original as filed in all appropriate offices and jurisdictions and is not subject to any conditions, restrictions or limitations of any kind. ALBANY BANK & TRUST COMPANY N.A. is not liable for any loss or damage, in whole or in part, caused by any person or persons, as shown, and the undersigned, and no person or persons shall be liable or be answerable against ALBANY BANK & TRUST COMPANY N.A. by reason of any of the foregoing statements, representations or warranties contained in this instrument.

98581411 Page 3 of 6

UNOFFICIAL COPY

Property of Cook County Clerk's Office

THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, ON [DATE] AT [TIME] P.M. [CITY]

UNOFFICIAL COPY

OHIO
State of Illinois)
WAYNE) SS
County of ~~COOK~~)

I, KATHERINE A GRUVER, certify that GEORGE S
URBAN

personally known to me to be the same person whose name(s) _____
subscribed to the foregoing instrument, appeared before me this day in
person, and acknowledged that she signed and delivered the instrument
as her free and voluntary act, for the uses and purposes set forth in
it.

Dated 5-27-98

Subscribed and sworn
to before me on the 27th day of May,
1998.

Katherine A. Gruver
Notary Public

KATHERINE A. GRUVER
NOTARY PUBLIC, State Of Ohio
My Commission Expires, 8-18-2002

98581411 Page 4 of 8

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK
JANICE D. RAY
2000 E. WASHINGTON ST.
CHICAGO, IL 60601-1001

UNOFFICIAL COPY

Property of Cook County Clerk's Office

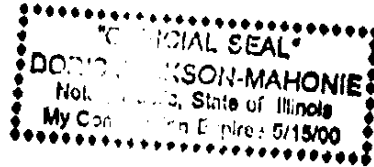
UNOFFICIAL COPY

State of Illinois)
) SS
County of C O O K)

I, the undersigned, certify that Charles T. Urban, Jr.

personally known to me to be the same person whose name(s) _____
subscribed to the foregoing instrument, appeared before me this day in
person, and acknowledged that he signed and delivered the instrument
as his free and voluntary act, for the uses and purposes set forth in
it.

Dated May 28, 1978 Don J. Mahonie



UNOFFICIAL COPY

Property of Cook County Clerk's Office

THAT PART OF LOT "B" IN THE SUBDIVISION OF THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 5, 1893, IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1924571, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SOUTH KEELER AVENUE, HEREINAFTER DEFINED, WITH A LINE WHICH IS 392.50 FEET NORTH FROM AND PARALLEL WITH THE NORTH LINE OF WEST 40TH STREET, HEREINAFTER DEFINED AND RUNNING THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 210.84 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH AND 210.84 FEET EAST FROM THE EAST LINE OF SAID SOUTH KEELER AVENUE, A DISTANCE OF 113.67 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 276.56 FEET, A DISTANCE OF 24.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 276.56 FEET, A DISTANCE OF 178.17 FEET TO THE POINT OF INTERSECTION OF SAID ARC WITH A LINE 60 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY RIGHT OF WAY OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY); THENCE SOUTHWESTWARDLY ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 303.89 FEET TO ITS INTERSECTION WITH THE EAST LINE OF SAID SOUTH KEELER AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF SOUTH KEELER AVENUE, A DISTANCE OF 47.83 FEET TO ITS INTERSECTION WITH THE CENTER LINE OF A 1.03 FOOT WALL EXTENDED WESTERLY; THENCE EASTERLY ALONG SAID WALL CENTER LINE AND ITS EXTENSIONS WESTERLY AND EASTERLY, A DISTANCE OF 212.84 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, ALSO

98581411 Page 7 of 8

PARCEL B-2:

THAT PART OF LOTS A AND B IN THE SUBDIVISION OF THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 5, 1893, IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1924571, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SOUTH KEELER AVENUE, (SAID WEST STREET LINE BEING A LINE 1151.05 FEET WEST FROM AND PARALLEL WITH THE WEST LINE OF SOUTH PULASKI ROAD), WITH A LINE WHICH IS 60 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF MOBILE AND OHIO RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY) AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH KEELER AVENUE PRODUCED NORTH, A DISTANCE OF 24.55 FEET, TO A POINT WHICH IS 37.21 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 354.85 FEET TO A POINT WHICH IS 37.76 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 197.10 FEET, A DISTANCE OF 43.34 FEET TO A POINT WHICH IS 326.87 FEET NORTHEASTWARDLY FROM THE POINT OF BEGINNING AND ON SAID LINE WHICH IS 60 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF MOBILE AND OHIO RAILROAD COMPANY AND; THENCE SOUTHWESTWARDLY ALONG SAID PARALLEL LINE, SAID DISTANCE OF 326.87 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

MAIL TO: LISA WEINSTEIN
150 N. WACKER DRIVE
SUITE 1060
CHICAGO, IL. 60606