

**PARTY WALL AND  
SHARED MAINTENANCE  
AGREEMENT**

This Party Wall and Shared Maintenance Agreement is made as of the 16th day of January 1998, by and between Michael S. Lazar ("2415 Owner"), and Robert Sanfratello, Jr. ("2411 Owner"; 2415 Owner and 2411 Owner are sometimes individually referred to as an "Owner" and collectively the "Owners").

② Am 09 7701486

Recitals:

A. 2415 Owner is the owner of that certain real property legally described on Exhibit A and commonly known as 2415 South Prairie, Chicago, Illinois (the "2415 Parcel") and 2411 Owner is the owner of that certain real property legally described on Exhibit B and commonly known as 2411 South Prairie, Chicago, Illinois (the "2411 Parcel") (the 2415 Parcel and the 2411 Parcel are sometimes individually referred to as a "Parcel" and collectively referred to as the "Parcels").

B. The 2415 Parcel and the 2411 Parcel are contiguous to one another.

C. The 2415 Parcel is improved with a one-story industrial warehouse and the 2411 Parcel is improved with a two-story industrial warehouse (collectively the "Building").

D. The Building is divided by a party wall, the center line of which is the boundary line between the 2415 Parcel and the 2411 Parcel (the "Party Wall").

E. The Owners desire to provide for the proper use and maintenance of the Party Wall, and to subject the Parcels to certain restrictions for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Parcels.

Prepared by, and after recording return to.

Ira Fierstein  
D'Ancona & Pfau  
30 North LaSalle Street  
Suite 2900  
Chicago, IL 60602

Jan 30 1998  
Cook County Recorder

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Agreement:

NOW, THEREFORE, the Owners, for themselves and for their successors and assigns as owners of the Parcels, hereby covenant, agree and declare that the Parcels shall be held, conveyed, occupied and encumbered subject to the rights, covenants and restrictions hereinafter set forth, each and all of which shall, with respect to the Parcels, attach to and constitute covenants running with the land.

1. Party Wall. (a) The Party Wall shall constitute a party wall and, to the extent not inconsistent with the provisions of this Agreement, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair, maintenance, and replacement of the Party Wall shall be shared equally by the Owners except that the entire cost of repairing damage caused by the negligence or willful act or omission of one Owner shall be paid for by that Owner. The Owners shall permit each other to enter on such Owner's Parcel for the purpose of effecting any required repairs.

(c) Neither Owner shall use the Party Wall to support any joists, crossbeams, studs or other structural members (except as are in place as of the date hereof) without the prior written approval of the other Owner, not to be unreasonably withheld; such approval may be conditioned upon receipt of a report from a licensed professional engineer reasonably acceptable to the other Owner, confirming, in the professional judgment of such engineer, that the proposed use will not impair the structural integrity of the remainder of the Building or the Party Wall.

(d) If the Party Wall is destroyed or damaged by fire or other casualty, either Owner may restore it, and the other Owner shall contribute to the cost of restoration thereof equally without prejudice, however, to the right of either such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

(e) Notwithstanding any other provisions of this paragraph, a Owner who by negligence or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(f) The right of either Owner to contribution from the other Owner under this paragraph shall be appurtenant to the land and shall pass to such Party Owner's successors in title.

2. Maintenance of the Parcels. Subject to the shared obligations pursuant to the foregoing paragraph 1, each Owner, at its sole cost and expense, shall maintain, repair and replace the interior and exterior of its Parcel and the improvements therein, keeping the same sightly and in good condition and repair, including, without limitation, all painting, staining, refinishing, maintenance, repair, replacement and tuckpointing of the exterior surfaces and structural components of the dwellings and garages, including, without limiting the generality of the

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foregoing, all roofs, sidings, outer walls, shutters, gutters and downspouts of the dwellings and garages, all screens, doors and glass surfaces and window washing and repair.

3. **Demolition.** Neither Owner shall demolish its portion of the Building without the prior written approval of the other Owner. In no event shall such demolition be permitted unless the Owner proposing such demolition has provided a report from a licensed professional engineer reasonably acceptable to the other Owner, confirming, in the professional judgement of such engineer, that the proposed demolition will not impair the structural or mechanical integrity of the remainder of the Building or the Party Wall. Any repairs, alterations or modifications to the remainder of the Building required to assure such integrity shall be performed at the sole cost of the demolishing Owner after approval of plans and specifications therefor by the Owner of the remainder of the Building. Upon any such demolition, the right of the demolishing Owner to use the Party Wall as such shall terminate unless otherwise agreed by the other Owner. If the demolishing Owner does not immediately commence construction of new improvements on its Parcel after such demolition, it shall maintain such Parcel in a neat, clean, landscaped and sightly condition, and such Parcel shall not present any hazards or conditions constituting a nuisance. Without limiting the generality of the foregoing, the demolishing Owner shall indemnify, defend and hold harmless the other Owner from any and all claims, costs, expenses, suits, judgements and liabilities (including reasonable attorneys' fees and costs) arising out of or resulting from demolition, including but not limited to claims for personal injury, death or property damage. Any contractor employed for such demolition shall obtain all required permits and shall at all times maintain comprehensive general liability insurance in an amount reasonably acceptable to the non-demolishing Owner, and prior to commencement of any demolition, such contractor shall provide a certificate of insurance showing that such insurance is in full force and effect and naming the non-demolishing Owner as additional insured.

4. **Waivers.** Any waiver by the Owners in one or more instances of the provisions and requirements contained in this Agreement shall not be deemed to be a waiver by the Owners of their rights to enforce such provisions and requirements thereafter, no matter how many waivers may have been granted previously.

5. **Notices.** Any notice to any of parties hereunder shall be deemed sufficiently given (a) on the date of service if served personally (or when delivery is refused), (b) on the third business day after mailing if mailed by United States registered or certified mail, return receipt requested, postage prepaid, (c) one day following the date of delivery to an overnight air-courier if sent by overnight air-courier or (d) on the date of transmission if sent by telecopy, telefax or similar device in each case addressed to the parties at their respective addresses set forth below:

If to 2411 Owner:

Robert Sanfratello, Jr.  
1700 East 56th Street  
Chicago, Illinois 60637  
Facsimile No. (773)

foregoing, all roofs, sidings, outer walls, shutters, gutters and downspouts of the dwellings and garages, all screens, doors and glass surfaces and window washing and repair.

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If to 2411 Owner:

Robert Sanfratello, Jr.  
1700 East 56th Street  
Chicago, Illinois 60637  
Facsimile No. (773)

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With a copy to:

Anthony Joseph Pope, Ltd.  
185 North York Road  
Elmhurst, Illinois 60126-2790  
Attn: Tony Pope  
Facsimile No.: (630) 834-9089

If to 2415 Owner:

Michael S. Lazar  
1196 Lime Kiln Road  
Charlotte, Vermont 05445  
Facsimile No.: (802) 985-2078

With a copy to:

D'Ancona & Pflaum  
30 North LaSalle Street  
Suite 2900  
Chicago, IL 60602  
Attn: Ira Fierstein  
Facsimile No.: (312) 580-2052

All notices sent by telecopy, telex or similar device shall be subsequently confirmed by U.S. certified or registered mail.

6. Amendments. This Agreement may be amended only by an instrument in writing setting forth such amendment, signed and acknowledged by the Owners.

7. Severability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement and all of the terms hereof are hereby declared to be severable.

8. Construction. The provisions of this Agreement shall be liberally construed to effectuate its purposes.


9. Counterparts. This Agreement may be executed in counterparts, which, taken together, shall constitute one Agreement.

10. Binding Effect; Covenants Run With the Land. The rights and the covenants herein imposed, together with the obligations herein imposed, are perpetual and run with the land and all the provisions of this Agreement, to the extent provided herein, including the benefits and burdens, are binding upon and inure to the benefit of the Owners, their respective beneficiaries, grantees, successors, assigns, mortgagees, tenants, occupants and any person or persons claiming under or through any of them.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date of first above written.

  
MICHAEL S. LAZAR

  
ROBERT SANFRATELLO, JR.

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STATE OF Vermont )  
COUNTY OF Chittenden ) SS:

I, Michael S. Lazar, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that MICHAEL S. LAZAR, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16<sup>th</sup> day of January, 1998.

Priscilla J Hill  
Notary Public

My Commission Expires:

Feb 10, 1998

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS:

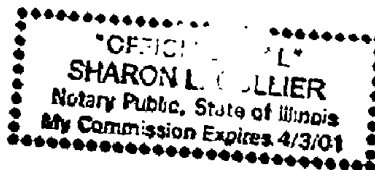
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ROBERT SANFRATELLO, JR., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of January, 1998.

Sharon L Collier  
Notary Public

My Commission Expires:

\_\_\_\_\_, 19\_\_\_\_



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EXHIBIT A

Legal Description

THAT PART OF LOTS 3 AND 4 IN ELLIAH SMITH'S SUBDIVISION OF BLOCK 42 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4. THENCE NORTH ON THE WEST LINE OF SAID LOTS 4 AND 3 TO A POINT 7.5 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 56 MINUTES 25 SECONDS EAST, 0.53 FEET; THENCE SOUTH 1.02 FEET; THENCE SOUTH 89 DEGREES 56 MINUTE 25 SECONDS EAST, 6.60 FEET; THENCE SOUTH 0.48 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 25 SECONDS EAST, 46.2 FEET; THENCE SOUTH 3.44 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 25 SECONDS EAST, 23.75 FEET; THENCE NORTH 3.44 FEET, THENCE SOUTH 89 DEGREES 56 MINUTES 25 SECONDS EAST, 22.92 FEET TO THE EAST LINE OF THE WEST 100 FEET OF SAID LOTS; THENCE SOUTH 0.50 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF LOTS 6 AND 7 IN BLOCK 42 AFORESAID TO A POINT 25 FEET NORTH OF THE SOUTH LINE OF SAID LOT 4, THENCE SOUTH 25 FEET; THENCE WEST TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as 2415 South Prairie Avenue, Chicago, Illinois

PIN: 17-27-119-004

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## EXHIBIT B

### Legal Description

That part of the West 100 feet of Lots 2 and 3, in E. Smith's Subdivision of Block 42 in Canal Trustees' Subdivision of the West half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: Beginning at the Northwest corner of Lot 2; thence South along the Westerly line of said lots, 32.5 feet; thence South 89 degrees, 56 minutes, 25 seconds East, 0.53 feet; thence South 1.02 feet; thence South 89 degrees 56 minutes 25 seconds East, 6.60 feet; thence South 0.48 feet; thence South 89 degrees 56 minutes 25 seconds East, 46.2 feet; thence South 3.44 feet; thence South 89 degrees 56 minutes 25 seconds East, 23.75 feet; thence North 3.44 feet; thence South 89 degrees 56 minutes 25 seconds East, 22.92 feet to the East line of the West 100 of said lots; thence North 34.0 feet to the North line of Lot 2; thence North 89 degrees 56 minutes 25 seconds West, 100.0 feet to the point of beginning, in Cook County, Illinois.

Commonly known as 2411 S. Prairie Avenue, Chicago, Illinois

P.I.N. 17-27-119-003

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