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PARTY WALL AGREEMENT

THIS AGREEMENT made this 15<sup>th</sup> day of November, 1984, by and between PAUL A. STUPECK and CARL J. OMAN, hereinafter collective referred to as the "First Party" and TERESE M. KUJAWA, hereinafter referred to as the "Second Party":

WHEREAS, First Party is the owner of certain real property located at 827 Wiggs, Griffith, Lake County, Indiana, more particularly described as follows:

The North 40 feet of Lot 4 in Oman's Addition to the Town of Griffith as per plat thereof, recorded in Plat Book 49 page 89 in the Office of the Recorder of Lake County, Indiana

WHEREAS, Second Party is the owner of certain real estate located at 823 Wiggs, Griffith, Lake County, Indiana, more particularly described as follows:

The South 40 feet of Lot 4 in Oman's Addition to the Town of Griffith as per plat thereof, recorded in Plat Book 49 page 88 in the Office of the Recorder of Lake County, Indiana

WHEREAS, the First Party and the Second Party each own one-half (1/2) of a duplex building, the half of which is owned by the First Party is located on the First Party's real estate and the half of which is owned by the Second Party is located on the Second Party's real estate;

WHEREAS, said duplex building contains a common wall, hereinafter referred to as the "party wall" which wall is located exactly on the southern boundary of the First Party's property and the northern boundary of the Second Party's property so that one-half (1/2) of said party wall is located on the First Party's real estate and one-half (1/2) of said party wall is located on the Second Party's real estate.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do hereby agree for themselves and their respective heirs and assigns as follows:

1. Use of Party Wall. The First Party and the Second Party shall have the full right to use the said party wall for the insertion of beams or otherwise support the erection of buildings on their respective real estate; provided, however, that such use shall not injure the adjoining building and shall not impair the value of the easement to which the adjoining building is entitled.

2. Right to Extend. Neither party hereto shall have the right to extend the party wall either horizontally or vertically without the written consent of the other party.

3. Repairs and Maintenance. The First Party and the Second Party do hereby mutually agree that if it shall hereafter become necessary to repair or rebuild the party wall or any portion thereof as constructed, the cost of such repairing or rebuilding as to such portions of the wall at the time used by both parties shall be at the expense of both in equal shares and as to any remaining portion shall be wholly at the expense of the party who shall exclusively use that portion. Unless otherwise agreed, whenever said party wall or such portion thereof shall be rebuilt, it shall be erected on the same spot, 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 and subject to conformity of the laws, ordinance, and regulations of the State of Indiana and the Town of Griffith regulating the construction of buildings, as the same are in force and effect at the time of said construction.

4. Destruction of Party Wall. In the event that the party wall is totally or partially destroyed by fire or other cause, either of the parties hereto shall have the right to reconstruct the same at his own expense if he alone intends to continue the use of the party wall or at the expense of both parties in the event that both intend to continue the use of the party wall. In the event of reconstruction of the party wall, the proceeds of any insurance received by either party for the destruction of the party wall shall be applied toward the cost of reconstruction.

5. Duration of Agreement. This agreement shall be perpetual and shall constitute an easement and a covenant running with the land; provided, however, that nothing herein contained shall be construed as a conveyance by either party of his respective rights in fee of the land upon which the party wall shall stand.

STATE OF INDIANA/S.S. NO. 89  
LAKE COUNTY  
FILED FOR RECORD  
NOV 21 9 40 AM '84  
WILLIAM BIELSKIE JR.  
RECORDER

STATE OF INDIANA/S.S. NO. 89  
LAKE COUNTY  
FILED FOR RECORD  
NOV 28 8 44 AM '84  
WILLIAM BIELSKIE JR.  
RECORDER

Re-Recorded for correction in 7.14.85

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