

THIS AGREEMENT made this 9th day of November 1994, by and between David Klobucar and Kenneth DeYoung and Winifred DeYoung, hereinafter collectively referred to as the "First Party" and Samuel Orlich, hereinafter referred to as the "Second Party";

WHEREAS, First Party is the owner of real property located at 46 Ivanhoe Lane, Lake County, Indiana, more particularly described as follows:

The West 41.0 feet of Lot 4 in Parkview Terrace 5th Addition, in the Town of Dyer, as per plat thereof, recorded in Plat Book 75 page 10, in the Office of the Recorder of Lake County, Indiana.

**FILED**

This document is being re-recorded to correct the location of the party wall and to include the year in the date.

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TICOR TITLE INSURANCE  
Company, Indiana

12-14-242-4

WHEREAS, the First Party and the Second Party each own 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 northern boundary of the First Party's property and the ~~southern~~ <sup>western</sup> boundary of the Second Party's property so that one-half (1/2) of said party wall wall is located on the First Party's real estate and one-half (1/2) of said party is located on the Second Party's real estate.

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

1. Use of Party Wall. The First Party and the Second Party shall each 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. No 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 repair 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, ordinances, and regulations of the State of Indiana and the regulations 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.

6. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by the parties hereto or their successors in interest.

7. Attorney's Fees. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys fees, and costs.

DEC 21 1994

Anna N. Anton

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Handwritten signature and "12.00"

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STATE OF INDIANA  
LAKE COUNTY  
RECORDER

