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PARTY WALL AGREEMENT

THIS AGREEMENT made this 16th day of August, 1999, by and between John G. Anderson, hereinafter referred to as the "First Party" and Star Hardware, Inc., hereinafter referred to as the "Second Party":

WHEREAS, First Party is the owner of certain real property located at 608 Exchange Avenue, East Chicago, Lake County, Indiana, more particularly described as follows:

Lots 8, 9, and 10, in Block 1, being a subdivision of that part of Block 1, lying West of the Chicago & Calumet Terminal Railroad right of way, except the West 380 feet thereof, in the subdivision of that part of the West 1317.5 feet lying South of the Chicago & Calumet Terminal Railroad right of way, of the Southeast Quarter of Section 29, Township 37 North, Range 9 West of the 2nd Principal Meridian, Lake County, Indiana as shown by the recorded plat of said subdivision in the Recorder's Office of Lake County, Indiana as the same appears of record in Plat Book 3, page 41.

WHEREAS, Second Party is the owner of certain real property located at 10 Exchange Avenue, East Chicago, Lake County, Indiana, more particularly described as follows:

Lot 14, Block 1, in a Subdivision of part of Block 1, lying West of the Chicago and Calumet Terminal Railroad right of way, except the West 380 feet thereof, in a Subdivision of part of the West 1317.5 feet lying South of the Chicago and Calumet Terminal Railroad right of way, in the Southeast quarter of Section 29, Township 37 North, Range 9 West of the 2nd P.M., in the City of East Chicago, as shown in Plat Book 3, page 41, in Lake County, Indiana.

WHEREAS, the First Party owns a building located on the real estate of the First Party, said building being of the type and nature commonly used for commercial and/or light industrial purposes;

WHEREAS, the Second Party owns a building located on the real estate of the Second Party, said building being of the type and nature commonly used for warehouse and storage purposes and for the garaging of vehicles;

WHEREAS, the building owned by the First Party and the building owned by the Second Party contains a common wall, being the westernmost wall of the building owned by the First Party and being the easternmost wall of the building owned by the Second

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
AUG 25 1999
PETER BENJAMIN
LAKE COUNTY AUDITOR

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Return to Atty James E. McHie
53 Muenich Court
Hammond, Ind 46320

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Party, hereinafter referred to as the "party wall" which wall is located exactly on the western boundary of the First Party's property and the eastern 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 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. Neither party to this agreement shall intentionally damage or destroy the party wall without the express written agreement of the other party.

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 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, ordinances, and regulations of the State of Indiana and the Town of East Chicago 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, attorney's fees, and costs.

8. Arbitration. Any dispute hereunder shall be submitted to arbitration under the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each arbitration proceeding shall be held in Lake County, Indiana and each award shall be made in Lake County, Indiana.

9. Binding Effect. This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Party Wall Agreement the day and year first above written.

John G. Anderson (First Party)

[Handwritten signature of John G. Anderson]

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)



Before me the undersigned a Notary Public, personally appeared John G. Anderson and acknowledged the execution of the foregoing Party Wall Agreement.

SUBSCRIBED AND SWORN this 18th day of August, 1999.

[Handwritten signature of James E. McHie]
James E. McHie, Notary Public

My Commission Expires:
Resident of Lake County

Star Hardware, Inc. (Second Party)

By: *[Handwritten signature of Irving Feldman]*
Title: PRES. IRVING FELDMAN

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned a Notary Public, personally appeared Irving Feldman
and acknowledged the execution of the foregoing Party Wall Agreement.

SUBSCRIBED AND SWORN this 16th day of August, 1999.

Edward H. Feldman

Edward H. Feldman,

Notary Public

My Commission Expires: 1-7-2001

Resident of Lake County Lake County

This Document Prepared by: James E. McHie, 53 Muenich Court, Hammond, IN 46320,
Attorney at Law.

