

2000-058755

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

62-3257-0

PARTY WALL AGREEMENT

Party wall agreement made on 8-11-00 between Stacey A. Hewlett of Lake County Indiana 46356 and Jeffrey A. Burk of Lake County Indiana 46356.
2000 AUG 16 AM 10:01

MORRIS W. CARTER
RECORDER

Chicago Title Insurance Company

RECITALS

B Stacey A. Hewlett is the owner of the premises at 6811 West 158th Place Lowell, IN more fully described as Exhibit A Attached the legal description.

A Jeffrey A. Burk is the owner of the premises at 6809 West. 158th Place Lowell, IN more fully described as Exhibit B Attached the legal description.

- C. A Two-Story vinyl-brick sided structure Duplex on each side.
- D. The west wall of building located on lot A and the east wall of the building located on lot B. form a common wall and boundary between A and B.
- E. The parties desire to settle all questions relating to the ownership and use of the common wall and all differences between them relating to that boundary.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this agreement the parties agree as follows:

ARTICLE ONE

PARTY WALL DECLARATION

The wall shall be a party wall, and the parties shall have the right to use it jointly.

ARTICLE TWO

REPAIRING OR REBUILDING

If it becomes necessary or desirable to repair or rebuild the whole or any part of the wall, the repairing or rebuilding expense shall be borne equally by the parties, or by their heirs and assigns who shall at the time of the repair or rebuilding be using it, in proportion to the extent of their use. Any repairing or rebuilding of the wall shall be on the same location and of the same size as the original wall or part of the original wall and of the same or similar material of the same quality as that used in the original wall or part of the original wall.

ARTICLE THREE

ARBITRATION

Any controversy that may arise between the parties with respect to the necessity for or cost of repairs or with respect in any other rights or liabilities of the parties under this agreement shall be submitted to the decision of three arbitrators one to be chosen by each of the parties to this agreement and the third by the two so chooses. The award of a majority of the arbitrators shall be final and conclusive on the parties

ARTICLE FOUR

BINDING EFFECT

The benefits and obligations of the covenants in this agreement shall run with the land described above so long as the wall or any extension of the wall continues to exist, and shall bind the respective parties

to this agreement, their heirs, legal representatives, and assigns.

The parties have executed this agreement at 11th day of August 2000.

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

AUG 15 2000

Stacey A. Hewlett
Stacey A. Hewlett
date 8-11-00

Jeffrey A. Burk
Jeffrey A. Burk
date 8-11-00

PETER BENJAMIN
LAKE COUNTY AUDITOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS 11th DAY OF AUGUST, 2000.

Witness Star Lugar
Star Lugar Lake County Resident My Commission Expires 6-25-07

Star Lugar
Notary Public State of Indiana
Lake County
My Commission Exp. 6/25/07

This Document Prepared by
Stacey A. Hewlett Jeffrey A. Burk

12:00
E.P.
CT

01020

Exhibit "B": The West Half of Lot 33, in Westdale Estates Unit No. 2, as per plat thereof, recorded in Plat Book 84, page 67, in the Office of the Recorder of Lake County, Indiana, more commonly known as: 6811 West 158th Place, Lowell, Indiana 46356.

Exhibit "A": The East half of Lot 33 in Westdale Estates Unit No. 2, as per plat thereof, recorded in Plat Book 84, page 67, in the Office of the Recorder of Lake County, Indiana, more commonly known as: 6809 West 158th Place Lowell, Indiana 46356

