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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 044933

2007 JUN -4 AM 9:19

MICHAEL A. BROWN  
RECORDER

**PARTY WALL AGREEMENT**

THIS AGREEMENT, is made and entered into this 25<sup>th</sup> day of May 2007, by and between JENNIFER JACKOWSKI (hereinafter referred to as "Purchaser"), and MARTK HOMES, INC. (hereinafter referred to as "Seller").  
\*aka Jennifer L. Jackowski

WITNESSETH THAT:

WHEREAS, MARTK HOMES, INC. is the owner of the following described property:

Lot 529 in Sunset Cove of Sedona, a Planned Unit Development to the Town of Merrillville, as shown in Plat Book 96, Page 81, in the Office of the Recorder of Lake County, Indiana  
aka Jennifer L. Jackowski

WHEREAS, JENNIFER JACKOWSKI/is/are purchasing from MARTK HOMES, INC., the (LEFT) side of the above described property; further described as:

LEGAL DESCRIPTION: Part of Lot 529 in Sunset Cove of Sedona, a Planned Unit Development to the Town of Merrillville, as shown in Plat Book 96, Page 81 in the Office of the Recorder of Lake County being more particularly described as follows: Beginning at the Southeasterly corner of said Lot 529; thence North 66°55'08" West, along the Southerly line of said Lot 529, a distance of 125.00 feet, to the Southwesterly corner of said Lot 529; thence North 23°04'52" East, along the Westerly line of said Lot 529, a distance of 46.00 feet; thence South 66°55'08" East, along the centerline of a party wall and extension thereof, a distance of 125.00 feet, to a point on the Easterly line of said Lot 529; thence South 23°04'52" West, along the Easterly line of said Lot 529, a distance of 46.00 feet; to the Point of Beginning, containing, 0.132 Acres, more or less, all in the Town of Merrillville, Lake County, Indiana.

also known as: 8642 Pierce Street, Merrillville, Indiana 46410  
Key No. 15-809-58

WHEREAS, a structure exists on the afore-described real estate which is commonly referred to as a duplex, and that JENNIFER JACKOWSKI is/are purchasing the LEFT side of said duplex from MARTK HOMES, INC.; and

WHEREAS, the center of said duplex is divided by a party wall and the parties wish to make this party wall declaration and to provide for certain items and conditions concerning the same.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PARTY WALL DECLARATION.** The wall shall be a party wall, and the parties shall have the right to use it jointly.

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MAY 31 2007

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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Page 1 of 3  
Party Wall Agreement  
(LEFT) Side of Lot 529 - 8642 Pierce Street  
Merrillville, Indiana

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2. **REPAIRS AND MAINTENANCE.** If it shall become necessary to repair or rebuild the wall or any portion thereof as constructed or extended, the costs of repairing or rebuilding as to such portion of the wall at the time used by both parties shall be paid at the expense of both in equal shares, and as to the remaining portion, shall be wholly at the party who exclusively uses that portion. Any repairing or rebuilding of the wall shall be on the same location, and of the same size, as the original wall or portion thereof or of the same or similar material of the same quality as that used in the original wall or portion thereof. The costs of repairing any damage to the drywall on the respective sides of the duplex area shall be borne by the party occupying that side of the duplex.

3. **DESTRUCTION OF THE PARTY WALL.** In the event the 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 said party wall, or at the expense of both parties in the event that both intend to continue to the use of said 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 wall shall be applied towards the cost of reconstruction.

4. **ARBITRATION.** The parties agree that in the event of a dispute or controversy as to any matter within or arising out of this agreement, such dispute or controversy shall be submitted to the arbitration of two (2) disinterested and competent persons, mutually chosen, who shall select a third, and the arbitration of such matter shall be an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever.

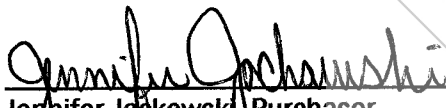
5. **DURATION AND EFFECT OF AGREEMENT.** This agreement shall be perpetual in effect and the covenants herein contained shall run with the land, but the agreement shall not operate to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of party wall rights being the sole purpose hereof.

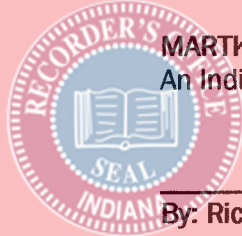
6. **EXTENSION OF THE WALL.** The party wall cannot be extended without the mutual consent of both parties.

7. **GOVERNING LAW.** This agreement shall be governed by the laws of the State of Indiana.

8. **BINDING EFFECT.** This agreement shall bind and enure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

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

  
Jennifer Jackowski, Purchaser  
aka Jennifer L. Jackowski



MARTK HOMES, INC., Seller  
An Indiana Corporation

  
By: Richard C. Wolf, President

