

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 068213

2015 OCT -5 AM 11:00

**PARTY WALL AGREEMENT**

MICHAEL B. BROWN  
RECORDER

THIS AGREEMENT is made this 1st day of October, 2015, by and between the Crown Point Community Public Library ("CP Library") and The Carnegie Library, LLC ("Carnegie").

**WHEREAS**, the CP Library was the owner of two (2) parcels of real property described as:

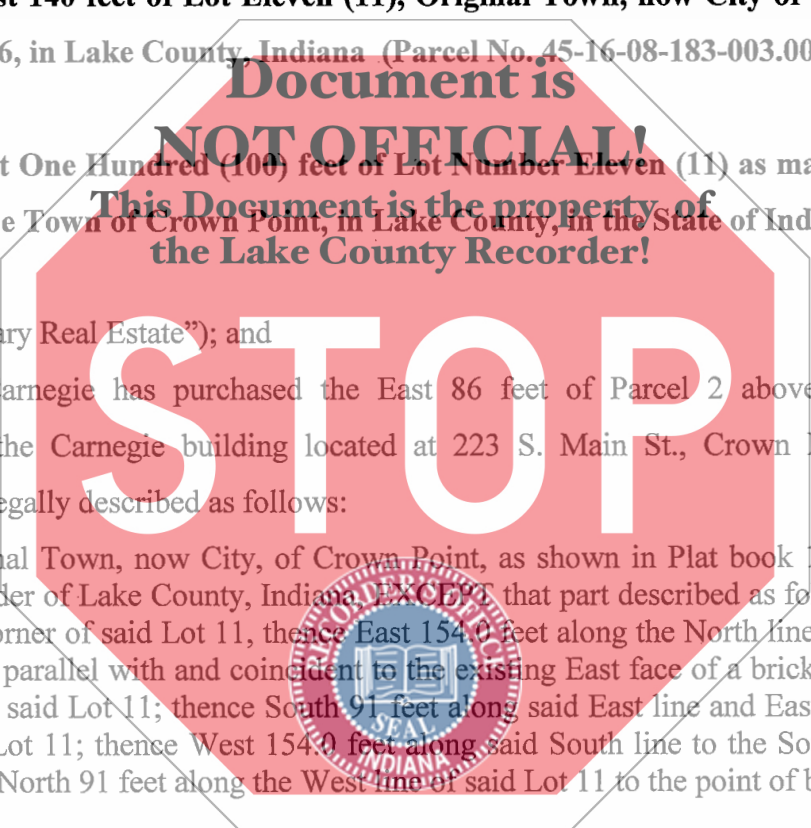
**PARCEL 1: The West 140 feet of Lot Eleven (11), Original Town, now City of Crown Point, as shown on Plat Book 1, page 46, in Lake County, Indiana (Parcel No. 45-16-08-183-003.000-042);**

AND

**PARCEL 2: The East One Hundred (100) feet of Lot Number Eleven (11) as marked and laid down on the recorded plat of the Town of Crown Point, in Lake County, in the State of Indiana. (Parcel No. 45-16-08-183-007.000-042)**

(Collectively the "Library Real Estate"); and

**WHEREAS**, Carnegie has purchased the East 86 feet of Parcel 2 above, containing a building commonly known as the Carnegie building located at 223 S. Main St., Crown Point, Indiana (hereafter "Carnegie Building"), legally described as follows:



Lot 11 in the original Town, now City, of Crown Point, as shown in Plat book 1, page 46, in the Office of the Recorder of Lake County, Indiana, EXCEPT that part described as follows: Beginning at the Northwest Corner of said Lot 11, thence East 154.0 feet along the North line of said Lot 11 to a North-South line parallel with and coincident to the existing East face of a brick wall of the West building that lies in said Lot 11; thence South 91 feet along said East line and East brick face to the South line of said Lot 11; thence West 154.0 feet along said South line to the Southwest corner of said Lot 11; thence North 91 feet along the West line of said Lot 11 to the point of beginning; and

and

**WHEREAS**, there is also a building situated upon the Library Real Estate which adjoins and is attached to the Carnegie Building, commonly known as the old Crown Point library, 214 S. Court Street, Crown Point, Indiana ("Old Library"), by a common wall which serves as the west wall of the Carnegie Property and the east wall of the Old Library ("Party Wall"); and

**WHEREAS**, both Carnegie and the Old Library constitute one building structure separated by the Party

**FILED**

OCT 05 2015

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

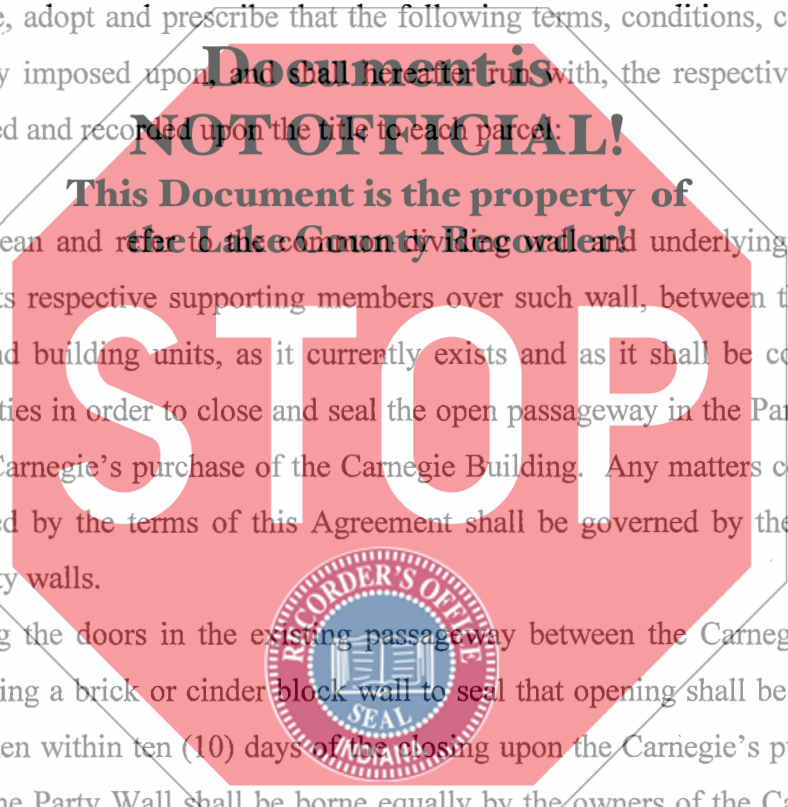
04676

17 -  
8126  
nm

Wall; and

**WHEREAS**, in order to maintain the current integrity of both building units and a high degree of privacy while insuring a consistent, harmonious character to the properties and the preservation of the Party Wall as an important and integral part of the respective building units, CP Library and Carnegie have deemed it desirable to place certain restraints and restrictions upon the Carnegie and Old Library buildings and parcels relative to the Party Wall shared by the Carnegie Building and the Old Library.

**NOW THEREFORE**, in consideration of the mutual promises of the parties; the purchase of the Carnegie Building by Carnegie; and the sale of the Carnegie Building by the CP Library, the CP Library and Carnegie do hereby agree, adopt and prescribe that the following terms, conditions, covenants and restrictions should be and are hereby imposed upon, and shall hereafter run with, the respective real estate parcels and building units, to be placed and recorded upon the title to each parcel:



1. "Party Wall" shall mean and refer to the concrete dividing wall and underlying footings, as well as the portion of roof and its respective supporting members over such wall, between the Carnegie and the Old Library real estate and building units, as it currently exists and as it shall be completed pursuant to the Agreement of the parties in order to close and seal the open passageway in the Party Wall between the two building units upon Carnegie's purchase of the Carnegie Building. Any matters concerning the Party Wall which are not covered by the terms of this Agreement shall be governed by the general rules of law in Indiana regarding party walls.
2. The cost of removing the doors in the existing passageway between the Carnegie Building and the Old Library and constructing a brick or cinder block wall to seal that opening shall be borne by the CP Library and shall be undertaken within ten (10) days of the closing upon the Carnegie's purchase. The subsequent cost of maintaining the Party Wall shall be borne equally by the owners of the Carnegie Building and Old Library separated by the Party Wall.
3. In the event of damage or destruction to the Party Wall from any cause other than the negligence, neglect or willful act of either party hereto, the owners of the building units and real estate separated by the Party Wall shall equally share in the cost to repair or rebuild the Party Wall. Each such owner shall have the right to the full use of said Party Wall as repaired or rebuilt. If either owner's negligence shall cause damage to or destruction of the Party Wall, such negligent party shall bear the cost of repair or reconstruction caused by its negligence. If either party shall neglect or refuse to pay its share of such costs, the other party may have the Party Wall repaired or restored and shall be entitled to have a lien on the real estate and building unit of

the party failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with reasonable interest and attorney's fees.

- 4. Neither owner shall alter or change the Party Wall in any manner except non-structural interior decoration within its building unit, which may be performed at its own expense. Each adjoining owner to the Party Wall shall have a perpetual easement in that part of the premises of the other party along which the Party Wall is located, for the purpose of the repair, replacement and maintenance of the Party Wall consistent with this Agreement.
- 5. Nothing herein shall prevent the parties who own the building units and land separated and served by the Party Wall from time to time, from agreeing in writing to modify or terminate this Agreement.
- 6. In the event either party shall place this Agreement in the hands of an attorney for the enforcement of any rights hereunder or for the recovery of any monies due to such party hereunder, the prevailing party in such action shall recover from the other party all costs of court and reasonable attorney's fees.

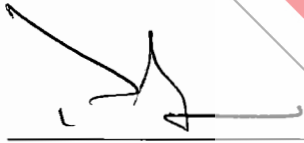
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which remain in full force and effect.

**EXECUTED** on October 1, 2015.

Crown Point Community Public Library

The Carnegie Library, LLC

By: 

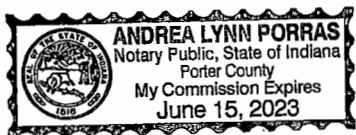


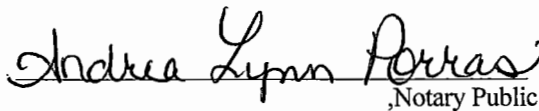


Patrick A. Schuster  
President, Board of Trustees

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF LAKE            )

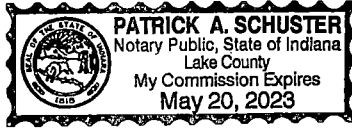
Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of October, 2015, personally appeared Patrick A. Schuster in his capacity as the President of the Board of Trustees of the Crown Point Community Public Library, being duly authorized, and acknowledged the execution of the foregoing Party Wall Agreement for and on behalf of the Crown Point Community Public Library.



  
Notary Public

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me the undersigned, a Notary Public for Lake County, State of Indiana, personally appeared MICHAEL LAMBERT,  
A MEMBER of the Carnegie Library, LLC, and acknowledged the execution of this instrument this 10 day of October, 2015.



[Signature]  
\_\_\_\_\_, Notary Public

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in the attached document, unless required by law.

[Signature]  
\_\_\_\_\_

**Document is  
NOT OFFICIAL!**

This instrument prepared by: Patrick A. Schuster, Attorney at Law, 120 N. Main St., Crown Point, IN 46307; I.D. No. 1651-45

**This Document is the property of  
the Lake County Recorder!**

