

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 057537

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MICHAEL B. BROWN
RECORDER

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AGREEMENT ESTABLISHING PARTY WALL

THIS AGREEMENT is made on this 2nd day of August, 2016 by and between RICHARD E. BREWER III and HANNAH A. BREWER, husband and wife, of 15870 Sherman Place, Lowell, IN 46356, and DAVID RAMER of 15872 Sherman Place, Lowell, IN 46356.

WITNESSETH:

WHEREAS, Richard E. Brewer III and Hannah A. Brewer, husband and wife, are the owners of the premises at 15870 Sherman Place, Town of Lowell, Lake County, Indiana; being more fully described as follows:

The Northern portion of Lot 31 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, described as follows:

Beginning at the Northwest corner of said Lot 31; thence South 88 degrees 35 minutes 36 seconds East along the North line of Lot 31, a distance of 130.04 feet to the East line of said Lot 31; thence South 00 degrees 00 minutes 24 seconds West along said East line, a distance of 42.25 feet to the Point of Beginning of a non-tangent curve concave Southeasterly having a radius of 50.00 feet and to which beginning a radial line bears North 35 degrees 51 minutes 47 seconds West; thence continuing along the East line of Lot 31, Southwesterly along said curve having a chord bearing of South 40 degrees 43 minutes 17 seconds West, a distance of 21.50 feet, an arc length of 21.67 feet; thence on a non-tangent line South 89 degrees 34 minutes 48 seconds West, a distance of 115.98 feet to the West line of said Lot 31; thence North 00 degrees 00 minutes 24 seconds East along said West line, a distance of 60.88 feet to the Point of Beginning.

Property Parcel Number: 45-19-11-205-013.000-007

(hereinafter referred to as "Lot A").

WHEREAS, David Ramer is the owner of the premises at 15782 Sherman Place, in the Town of Lowell, Lake County, Indiana; being more fully described as follows:

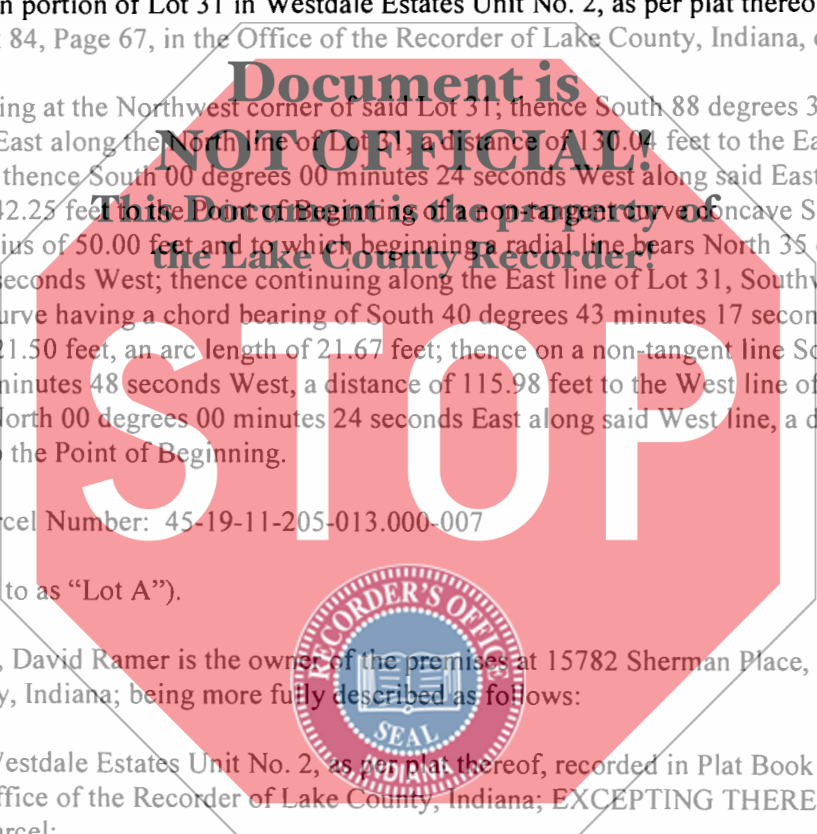
Lot 31, in Westdale Estates Unit No. 2, as per plat thereof, recorded in Plat Book 84, Page 67, in the Office of the Recorder of Lake County, Indiana; EXCEPTING THEREFROM the following parcel:

Part of Lot 31 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, described as follows:

Beginning at the Northwest corner of said Lot 31; thence South 88 degrees 35 minutes 36 seconds East along the North line of Lot 31, a distance of 130.04 feet to the East line of said Lot 31; thence South 00 degrees 00 minutes 24 seconds West along said East line, a distance of 42.25 feet to the Point of Beginning of a non-tangent curve concave Southeasterly having a radius of 50.00 feet and to which beginning a radial line bears North 35 degrees 51 minutes 47 seconds West; thence continuing along the East line of Lot 31, Southwesterly along said curve having a chord bearing of South 40 degrees 43 minutes 17 seconds West, a distance of 21.50 feet, an

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arc length of 21.67 feet; thence on a non-tangent line South 89 degrees 34 minutes 48 seconds West, a distance of 115.98 feet to the West line of said Lot 31; thence North 00 degrees 00 minutes 24 seconds East along said West line, a distance of 60.88 feet to the Point of Beginning.

Property Parcel Number: 45-19-11-205-014.000-007

(hereinafter referred to as "Lot B").

WHEREAS, The south wall of the building located on Lot A and the north wall of the building located on Lot B form a common wall and boundary between Lot A and Lot B.

WHEREAS, 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. For the reasons set forth above, and in consideration of the mutual covenants and promises set forth in this Agreement, the parties agree as follows:

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

Document is NOT OFFICIAL!
SECTION ONE
PARTY WALL DECLARATION

This Document is the property of the Lake County Recorder!

SECTION TWO
REPAIRING OR REBUILDING

If it becomes reasonably necessary to repair or rebuild the whole or any part of the wall, the repairing or rebuilding expense on such property shall be borne equally by the parties, or by their heirs and assigns who shall own the property at the time of the repair or rebuilding. 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.

SECTION THREE
ARBITRATION

Any controversy that may arise between the parties with respect to the necessity for, or cost of, repairs or with respect to 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 chosen. The decision or award of a majority of the arbitrators shall be final and conclusive on the parties.

SECTION 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 continues to exist, and shall bind the respective parties to this Agreement, their heirs, legal representatives, and assigns. This Agreement shall be recorded in the Office of the Recorder of the County wherein the real property is situated.

IN WITNESS WHEREOF, the undersigned have hereto set their hand and Seal this 2nd day of August, 2016.

Richard E. Brewer III
Richard E. Brewer III

David Ramer
David Ramer

Hannah A. Brewer
Hannah A. Brewer



STATE OF INDIANA)

COUNTY OF Porter)

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the Lake County Recorder!

Before me, a Notary Public in and for said County and State, personally appeared Richard E. Brewer III and Hannah A. Brewer, and acknowledged the execution of the foregoing instrument this 2nd day of August, 2016.

Printed Notary Name: Sondra G. Tolin
County of Residence: Porter
Commission Expires: Sept. 8th, 2022

Sondra S. Tolin
Notary Public

STATE OF INDIANA)

COUNTY OF Lake)

NOTARY ACKNOWLEDGMENT



Before me, a Notary Public in and for said County and State, personally appeared David Ramer, and acknowledged the execution of the foregoing instrument this 2nd day of August, 2016.

Printed Notary Name: Rosemarie E. Moyer
County of Residence: Lake
Commission Expires: May 10, 2022

Rosemarie E. Moyer
Notary Public

"I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." --Robert J. Gabrielse

This instrument prepared by: Attorney Robert J. Gabrielse [#7026-37]
109 South Halleck St., P.O. Box 292, DeMotte, Indiana 46310, Phone (219) 987-4550 Fax (219) 987-4560