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Atty. Code 90280

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT-LAW DIVISION

Collingham Condominium Association,)
Thomas Harris, Lia Hoffmann, Michael)
Galvin, Greg Lindeman and Lee Do,)

Plaintiffs,)

v.)

No. 02 CH 18604

Collingham Properties, Inc., an Ill. corp.,)
Dinkha Latchin, Fiona Latchin and Sarah)
Latchin)

Transferred to Law Division

Defendants.)

AGREED ORDER

This cause coming on to be heard on this Court's trial call, the parties being in agreement, the Court being advised in the premises, IT IS HEREBY ORDERED:

This matter is dismissed, with leave to reinstate to enforce the terms of the parties' settlement, the terms of which are as follows:

There are 4 accounts currently held pursuant to court order; the joint account, which has \$3,540.56, and 2 title indemnities held at Ticor Title, each in the sum of \$50,000 and 'Dawn's escrow' (from which the Association has agreed Dawn should be reimbursed what she paid the Association on the special assessment) which reduces it below \$50,000, somewhere in the mid \$20's. This makes the sum of approximately ~~\$123,000~~ ^{\$22,299.00} ~~123,000~~ ^{\$131,241.56} available in cash. ~~to \$27,701~~

1) All work previously agreed to be performed will be paid for by the Latchins 100%. That work is as follows:

- a) Roc Contractors \$11,860.00 plus change orders (\$570) and additional work (\$1,580) (paving) *pd in full*
- b) Hendricks Plumbing & Sewer \$8000 (flood control system upgrade) *pd in full*
- c) Abbott/Andy's Highlander \$30,000 (porch work, per 11-11-05 proposal)
- d) Abbott \$1,600 (roof repairs, down spouts per 8-29-05 proposal)
- e) Andy's \$18,850 ((-\$12,000 porch) for other roof, chimney, downspout, gutter, collar tie and stringer work per 7-18-05)
- f) White Wings Corp \$9,300 (hvac remediation per August 8, 2005 proposal), plus necessary changes for code compliance
- g) Cunningham Service \$1,250 (prep and paint stairwell and doors per July 22, 2005 proposal) *pd in full*

An additional sum for change orders or contract modifications will be added and therefore, \$80,000.00 (or the net amount after taking into account the previously paid sums) will be transferred to the Association at the time of settlement. The Association will then directly pay the contractors. The Association will release CPI and the Latchins for these matters, *after satisfactory completion.*

2) ~~the~~ work on the front wall/masonry issue is to be done at the expense of the Association.

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- 3) All newly discovered defects (after 9-30-05), including the pipes freezing and lack of proper 3rd floor insulation, and any latent defects relative to the 3 west side unit owners will not be released. The Defendants will do an investigation and determine their position vis a vis their liability for the insulation and frozen pipes issues, within 30 days. If no investigation is finished, or the Defendants have not made a proposal as to that work, that work will be undertaken by the Association at the expense of the Defendants. If no agreement is reached, but Defendants have complied with the investigatory requirement, the parties shall retain whatever rights at law or equity they would otherwise have. \$40,000 of the sum retained in escrow will be earmarked for this work, without limitations on Defendants' liability if the repairs exceed that amount.
- 4) Defendants will pay a lump sum of \$20,000 to the Association as additional funds toward settlement. *As liability, if any, of the sum retained in escrow will be earmarked for this work, without limitations on Defendants' liability if the repairs exceed that amount.*
- 5) The Defendants will give the Association a security interest in the basement unit as additional security, within fifteen (15) days of the date of entry of this Agreed Order.
- 6) Sufficient sums must remain in the court ordered escrow accounts to cover the potential special assessment litigation damages and all work identified in this Agreed Order.
- 7) All sums remaining in the court ordered accounts will remain in escrow until all matters between the parties, including the special assessment, have been fully resolved, and full and final releases are exchanged.
- 8) The special assessment litigation will go on, without regard to this settlement, and nothing in this settlement is intended to release or prejudice any parties' rights in that litigation.

to security

JUDGE BARBARA J. DISKO

Judge Barbara Disko
Dated: January 25, 2006

IAN 25 2006

Circuit Court-532

Agreed:

Collingham Condominium Ass'n

Michael J. Galvin
By: Mike Galvin, its authorized agent

Michael J. Galvin
Mike Galvin

Thomas Harris
Thomas Harris

Greg Lindeman
Greg Lindeman

Mark R. Rosenbaum
Deborah Jo Soehlig
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Firm I.D. No. 90280

Collingham Properties, Inc.

Fiona Latchin
By: Fiona Latchin, its authorized agent

Fiona Latchin
Fiona Latchin, on behalf of all individual defendants

Lia Hoffmann
Lia Hoffmann

Lee Do
Lee Do

Anthony DiVincenzo
DiVincenzo, Schoenfeld & Schwartzman
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Attorney No. 39591

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I hereby certify that the document to which this certification is affixed is a true copy.

Date **JUN 05 2006**

Dorothy Brown
Clerk of the Circuit Court
of Cook County, IL

