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Doc#: 0617418036 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/23/2006 11:09 AM Pg: 1 of 5

NOTICE

Legal Description:

Lot 36 in Block 2 in Harvey's Subdivision of the Northeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 16-15-117-017-0000

Address: 4628 W Van Buren St., Chicago, IL

Prepared By:

Attorney for Garfield Park Redevelopment, Ltd.
Kenneth Flaxman, Esq.
EDWARD T. JOYCE & ASSOCIATES, P.C.
11 S. LaSalle St., Suite 1600
Chicago, IL 60603

After Recording, Mail To:

Kenneth Flaxman, Esq.
EDWARD T. JOYCE & ASSOCIATES, P.C.
11 S. LaSalle St., Suite 1600
Chicago, IL 60603

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LINE #20
(S)

Atty No. 32513

**IN THE CIRCUIT COURT OF COOK COUNTY
FIRST MUNICIPAL DISTRICT**

GARFIELD PARK REDEVELOPMENT LTD.,
Plaintiff,
v.
PAMELA WARD,
Defendant.

Case No. 06 M1 10279

Room 1106

AGREED ORDER OF DISMISSAL

This matter coming before the Court on the Stipulation and Settlement Agreement of the parties and the Defendant's husband,

IT IS HEREBY ORDERED:

1. This case is dismissed pursuant to the attached Stipulation and Settlement Agreement.
2. Each Party shall bear its own costs; and,
3. The Court retains jurisdiction over this matter for purposes of enforcing the settlement agreement and this action may be reinstated by Plaintiff through service of notice of motion upon the Defendant or her husband, Willie Williams, by regular first class mail at the address last provided to each party by the other.

4. 5 take proof of 7-13-06
ENTERED:

Prepared By: Counsel for Plaintiff
Kenneth Flaxman
Edward T. Joyce & Associates PC
11 S LaSalle St., #1600
Chicago, IL 60603
(312) 641-2600
Atty No. 32513

Assoc Judge Daniel T. Gillespie

JUN 22 2006

Circuit Court - 1507

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Atty No. 32513

IN THE CIRCUIT COURT OF COOK COUNTY FIRST MUNICIPAL DISTRICT

GARFIELD PARK REDEVELOPMENT LTD.,)	
)	
Plaintiff,)	Case No. 06 M1 10279
)	
)	Amount Claimed \$30,000
)	
PAMELA WARD,)	Room 1106
)	
Defendant.)	

STIPULATION AND SETTLEMENT AGREEMENT

This Stipulation and Settlement Agreement is entered into by Plaintiff, Garfield Park Redevelopment, Ltd. ("Garfield"), Defendant Pamela Ward ("Ward"), and her husband, Willie Williams ("Williams"), this 4th day of May, 2006.

WHEREAS, in July 2005, Garfield became the owner and titleholder of vacant real property located at 4632 W. Van Buren Street in Chicago, Cook County, Illinois (hereafter "Garfield's Property"). Garfield's Property has the following legal description:

Lot 37 in Block 2 in Harvey's Subdivision of the Northeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Garfield's Property is assigned the Property Index Number ("PIN") 16-15-117-016-0000. Garfield's Property is approximately 25 feet wide and 125 feet deep;

WHEREAS, Ward is the owner and titleholder of real property located at 4628 W. Van Buren Street in Chicago, Cook County, Illinois (hereafter "Ward's Property"). Ward obtained title to her property in April 2004. Ward's Property has the following legal description:

Lot 36 in Block 2 in Harvey's Subdivision of the Northeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Ward's Property is assigned the PIN 16-15-117-017-0000. Ward's Property is approximately 25 feet wide and 125 feet deep;

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WHEREAS, Williams is Ward's husband and an occupant of Ward's Property;

WHEREAS, Garfield's Property is adjacent to and immediately West of Ward's Property. Ward, Williams and Garfield are neighbors;

WHEREAS, after Ward acquired her property, Ward and Williams caused a fence to be erected that surrounds a substantial portion of Garfield's Property and connects Ward's Property to Garfield's Property. On or about December 10, 2005, Garfield sent Ward a letter regarding the fence. Ward did not respond to that letter. In January 2006, Garfield filed the above-captioned lawsuit. On or about April 28, 2006, Ward and Williams received an Alias Summons and Complaint in this Action from a Cook County Sheriff. On May 3, 2006, Williams called Garfield's attorney to see if the issues raised by the lawsuit could be resolved informally.

WHEREAS, Garfield, Ward and Williams are each interested in improving the safety and value of each of their respective lots, and whereas Garfield, Ward and Williams further desire to resolve any property disputes without the need for further or protracted litigation.

NOW, THEREFORE, in consideration of the mutual obligations and undertakings set forth herein, and good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Garfield, Ward and Williams stipulate and agree as follows:

1. **No Adverse Possession.** Ward and Williams acknowledge, agree, represent, warrant and covenant that neither they nor anyone else acting on their behalf or as their successors and/or assigns have any interest in Garfield's Property, and that neither they nor anyone else, including their successors or assigns, shall assert any claim for adverse possession or squatter's rights regarding Garfield's Property. Ward, Williams and their successors and/or assigns further acknowledge, agree, represent, warrant and covenant that any portions of the fence on Garfield's Property may be moved or removed by Garfield or its successors or assigns at any time. If Garfield or its successors or assigns request in writing that Ward, Williams or their successors move or remove the fence from Garfield's Property, and Ward, Williams or their successors fail to do so within thirty (30) days from receipt of the written request, then Garfield or its successors may remove or move the fence from Garfield's Property and shall be entitled to reimbursement from Ward, Williams or their successors, whomever is in title of Ward's Property, for the costs of removing or moving the fence, as well as the costs of collecting reimbursement, including reasonable attorneys' fees.

A copy of this settlement or memorandum memorializing the same may be recorded against Ward's Property or Garfield's Property. The covenants contained in this settlement agreement shall constitute covenants running with the land (a)

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for a period of twenty (20) years from the date first set forth hereinabove or (b) until such time as the fence is removed from Garfield's Property, whichever occurs first.

2. **Use of Garfield's Property.** Ward and Williams are allowed a limited, revocable, non-exclusive and non-transferable license to use Garfield's Property as an extension of their yard until such time as Garfield asks Ward and Williams to stop doing so or Garfield's Property is sold, provided: (a) Ward and Williams maintain Garfield's Property, (b) Ward and Williams identify Garfield as an Additional Insured on their property insurance policy, and, (c) Ward and Williams indemnify and hold Garfield harmless for any activities on Garfield's Property during such time of use. This limited, revocable, non-exclusive and non-transferable license is not a lease, and it does not run with the land.

3. **Access to Garfield's Property.** Within seven (7) business days following the signing of this Stipulation and Settlement Agreement, Ward and Williams shall provide Garfield's attorney with a key to a gate on the fence so that Garfield, its successors, assigns or designees may access its property. Garfield, its successors, assigns or its designees shall be permitted to access its property at any time for any reason. Ward, Williams and their successors and/or assigns, covenant and agree to cooperate with Garfield, its successors, assigns or designees to facilitate access to Garfield's Property.

4. **Dismissal of lawsuit.** Upon receipt of the key described in the preceding paragraph, Garfield shall dismiss this lawsuit, with each party bearing its own fees and costs. The Court shall retain jurisdiction for purposes of enforcing this Stipulation and Settlement Agreement, including the reinstatement of this action if the terms herein are not met. Willie Williams consents to the jurisdiction of the Court over him for purposes of this Stipulation and Settlement Agreement. A copy of the proposed Agreed Order of Dismissal is attached.

GARFIELD PARK REDEVELOPMENT, LTD.


By: Terrance Klees, its Vice President

3030 W Carrol Av

Chicago, IL 60612

(773) 895-4953

Prepared by:

Kenneth Flaxman

Edward T. Joyce & Associates, P.C.

11 South LaSalle Street, Ste. 1600

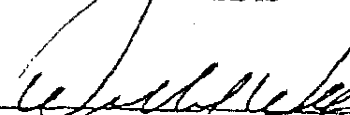
Chicago, Illinois 60603

(312) 641-2600

PAMELA WARD, and



WILLIE WILLIAMS



4628 W. Van Buren St.

Chicago, IL 60644

(773) 824-7625