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Cook County Recorder of Deeds
Date: 10/07/2010 09:59 AM Pg: 1 of 11

**IN THE OFFICE OF THE
COOK COUNTY RECORDER
OF DEEDS**

Gerald Klotz and
Marjorie Owens-Klotz,

Plaintiffs,

v.

John Courtney

**RECORDING COVER PAGE
FOR ORDER AFFIRMING VALIDITY OF EASEMENT
Re: Document No. 92-355666**

Judgment* *Other UCC Plat Re-Record Deed

Property Address: 7920 Forestview Drive
PIN: 27-12-303-006
Legal Description: LOT 8 IN SECOND ADDITION TO SILVER LAKE DELLS, A
SUBDIVISION OF THE SOUTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 02, TOWNSHIP 36
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, COOK COUNTY, ILLINOIS.

PREPARED BY: DAVID M. JENKINS
RECORD AND RETURN TO: Barone & Jenkins, P.C.
635 Butterfield Rd., Ste. 145
Oakbrook Terrace, Illinois 60181
(630) 472-0037

This cover page has been attached to the document for recording purposes. It is a permanent part of the document and has been included in the page count.

COOK COUNTY RECORDER OF DEEDS
10/07/2010 09:59 AM
1028029002
EUGENE MOORE
INT

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

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GERALD KLOTZ and
MARJORIE OWENS-KLOTZ,

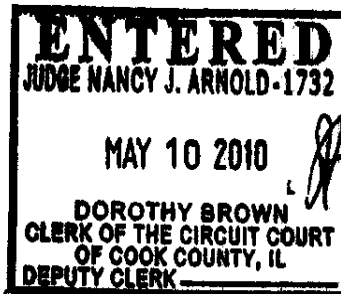
Plaintiffs,

Case No: 07 CH 12397

v.

JOHN COURTNEY,

Defendant.



AGREED CONSENT JUDGMENT

THIS CAUSE coming to be heard pursuant to the stipulation of the Parties pursuant to a Settlement Agreement, which is attached hereto and whose terms are incorporated herein, all parties having notice and the Court being fully advised in the premises,

IT IS HEREBY ORDERED:

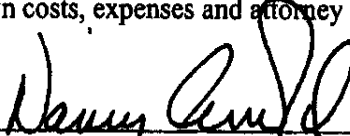
1. The court finds and declares that the November 11, 1987 Contract Agreement signed by Betty Hric and John Courtney and recorded as Document #92-355666 conveyed a grant of an easement for the purpose of the placement of a brick drive gate; the location of said brick drive gate is determinable per the survey dated November 3, 2005 which is attached hereto as Exhibit "A".

2. The court's December 11, 2009 Memorandum Decision shall constitute a final and binding decision on the parties, and Plaintiffs hereby stipulate that they will not appeal from the court's decision or any other ruling in this case.

3. The terms of the Parties' settlement agreement which are attached hereby as Exhibit "B" and are hereby incorporated into this Order, and the court retains jurisdiction to enforce the Parties' Agreement for one year.

4. As set forth in the Agreement, Courtney shall remove the sprinkler system, electrical system, and driveway encroachment in accordance with the terms of the Agreement within a reasonable time but no later than September 1, 2010, and waives any rights to claim an easement with respect to the underground drainage pipes, sewer manholes, culvert pipe, sewer, and/or drainage system placed within Plaintiffs' property.

5. All of the claims and counterclaims of the parties hereto are hereby dismissed with prejudice, with each party to bear his or her own costs, expenses and attorney fees.



Judge Nancy Arnold

Date

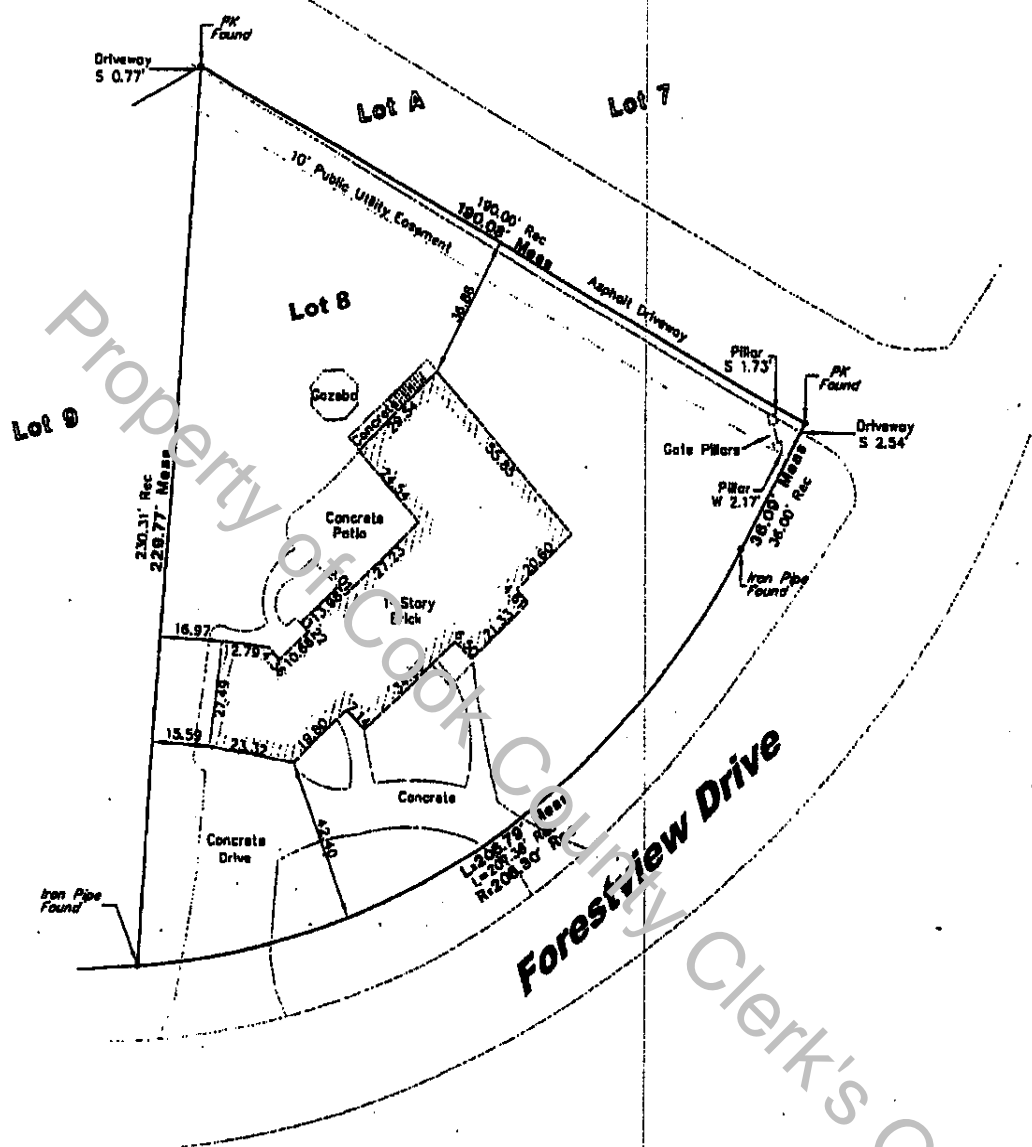
Prepared By
David M. Jenkins
Barone & Jenkins, P.C.
635 Butterfield Rd., Ste. 145
Oakbrook Terrace, Illinois 60181
(630) 472-0037
Attorney No. 34622

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LOT 8 IN SECOND ADDITION TO SILVER LAKE DELLS, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



SCALE: 1" = 30'



Legend:

- - 3/4" Iron Pipe
- ⊕ - Found Corner
- ✕ - Found Cross

Surveyor Notes:

1. Field Work Completed on 11-9-05
2. Prepared for City Suburban Title Company
3. Site Address: 7920 Forestview Dr., Orland Park, IL 60462
4. Plat No.: 07-32-302-065
5. This plat was prepared without the aid of a title examination. Refer to a current title commitment for any existing lines or easements not shown on this plat.
6. The easements shown herein are provided from the current title and the use of the recorded subdivision plat.

STATE OF ILLINOIS)
COUNTY OF COOK)

WE, LAND SURVEYING SERVICES, INC. DO HEREBY STATE THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT REPRESENTS THE CONDITIONS FOUND AT THE TIME OF SAID SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 11th DAY OF November, A.D. 2005, IN PALATKA, ILLINOIS.

CLORIA BEAN BURT, AN AGENT FOR LAND SURVEYING SERVICES, INC.

(Signature)

ILLINOIS PROFESSIONAL LAND SURVEYER NUMBER 0325
License Expiration Date 11-30-08

This professional service conforms to the current Illinois minimum standards for a current boundary survey.

PLAT OF SURVEY

LS051871

Land Surveying Services Inc.
19 S Bothwell St., Suite 210, Palatka, IL 60067
PH: (847) 991-7700 FAX: (847) 991-7707
Professional Design Firm License No. 184-002632

Scale: 1" = 30' Date: 11-3-05
Field Work Completed: 11-2-05
Site Address:
7920 Forestview Drive
Orland Park, Illinois

Drawing Revisions		
Date	Drawn	Checked

KLO 0025

Exhibit A

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SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into as of this 6th day of May, 2010, by and among: Gerald Klotz, Marjorie Owens-Klotz, and John Courtney. Gerald Klotz and Marjorie Owens-Klotz shall be referred to collectively as the "Klotzes," and John Courtney shall be referred to herein as "Courtney." Each of the foregoing persons also shall be referred to as "Party" or collectively as the "Parties."

WHEREAS, there is pending in the State of Illinois, Cook County Circuit Court, Chancery Division, a certain lawsuit captioned *Gerald Klotz, et al. v. John Courtney*, Case No. 07 CH 12397 (the "Lawsuit"), in which the Klotzes have asserted various claims relating to property located at 7920 Forestview Drive, Orland Park, Illinois (the "Property");

WHEREAS, Courtney has asserted certain counterclaims relating to the Property and other matters (the "Counterclaims");

WHEREAS, in order to avoid the risks, expense, and inconvenience of further litigation, the Parties have agreed to settle their dispute relating to the Lawsuit and the Counterclaims on the terms and conditions herein set forth;

WHEREAS, it is understood and agreed that this Agreement is a compromise of disputed claims, and that the entry into of this Agreement is not to be construed as an admission of liability of any Party, and that each Party denies any and all liability with respect to the claims asserted against him or her;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **No Appeal.** By stipulation and/or consent judgment filed in court, the Klotzes will agree they will not appeal the court's decision on Courtney's Motion for Partial Summary Judgment or otherwise appeal rulings in this Lawsuit, including without limitation the court's

Exhibit B

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determination of the validity of an easement for his existing brick drive gate within the 10 ft x 20 ft area referenced in the Contract Agreement dated November 6, 1987 and recorded as document number 92-355666.

2. **Consent Judgment.** The Parties agree they will have the stipulation and/or consent judgment that is attached hereto as Exhibit A entered and filed with the court in a format that can be recorded with the Office of the Cook County Recorder of Deeds affirming the validity of an easement for his existing brick drive gate, said existing brick drive gate being located within the 10 ft x 20 ft area referenced in the Contract Agreement dated November 6, 1987 and recorded as document number 92-355666 and located within the abandoned Commonwealth Edison easement.

3. **Items To Be Removed By Courtney.** By stipulation and/or consent judgment, Courtney agrees to the following:

- a. Courtney will remove the sprinkler system and the electrical system that were installed on the Property and that are at issue in the Lawsuit. Courtney will perform this work within a reasonable amount of time, weather permitting. Courtney agrees to return the ground to grade and will re-seed the areas from which he has removed the sprinkler system and the electrical system. Klotzes agree to permit Courtney access to their Property for the purpose of removing the sprinkler system and the electrical system at such time as is reasonably convenient for all parties, but not later than September 1, 2010 and after reasonable notice to the Klotzes.
- b. Courtney will remove that portion of his driveway that is shown on the Klotzes' survey as being on the Klotzes' property, except for the asphalt paving surrounding the existing brick drive gate pillar within the 10 ft x 20 ft area referenced in the Contract Agreement dated November 6, 1987, which is necessary to maintain the structural integrity of the concrete footing and pier that supports the pillar and gate. Courtney agrees to return the ground within the area of the driveway that is removed to grade and shall re-seed that area. Klotzes agree to permit Courtney access to their Property for the purpose of removing the sprinkler system and the electrical system at such time as is reasonably convenient for all parties, but not later than September 1, 2010 and after reasonable notice to the Klotzes.

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4. **Waiver of Easement Rights To Drainage System.** Courtney shall acknowledge by stipulation and/or judgment that the underground drainage pipes, sewer manholes, culvert pipe, sewer, and/or drainage system installed on the Property shall not constitute an easement for the benefit of Courtney's property. Courtney hereby waives any right or claim that he may have to assert that he has an easement and further waives any existing right or claim against the Klotzes in connection with the aforementioned underground drainage pipes, sewer manholes, culvert pipe, sewer, and/or drainage system or natural drainage. The Klotzes are free to take such action as they deem appropriate with respect to the underground drainage pipes, sewer manholes, culvert pipe, sewer, and/or drainage system and/or natural drainage on their Property including but not limited to the care, maintenance or abandonment of the underground drainage pipes, sewer manholes, culvert pipe, sewer, and/or drainage system, as allowed by law and without interference with Courtney's property. Courtney reserves all other rights he may have in his property.

5. **Dismissal of Claims.** All Parties agree to dismiss their respective claims with prejudice, including the Klotzes' claims and Courtney's Counterclaims. Each Party shall bear their own costs and attorney fees. The court shall retain jurisdiction to enforce the terms of this Agreement for a period of one year, and the Parties reserve the right to reinstate the Lawsuit within one year in the event of default under this Agreement by any Party. This Agreement shall be attached and incorporated in the Order of Dismissal.

6. **Releases:** Effective upon all Parties signing this Agreement, each Party on their own behalf and on behalf of their attorneys, insurers, heirs, successors and assigns, hereby releases the other Parties and their attorneys, insurers, heirs, successors and assigns from any and all actions, causes of action, suits, claims, costs, fees, expenses, liabilities, damages and demands whatsoever, whether at law, in equity, or otherwise, known or unknown, whether mature or unmatured, potential or contingent, and whether in tort, in contract, or otherwise, which they

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may have, or may claim to have, against any one or more of the other Parties arising out of the subject matter and/or claims raised in the Lawsuit. This release specifically excludes the matters that have or can be raised in the pending lawsuit entitled *John Courtney v. Gerald Klotz, et al.*, Case No. 08 L 7876, as a claim or counterclaim, but the release expressly includes the specific claims that were asserted and litigated in the above-captioned Litigation, Case No. 07 CH 12397. This paragraph is intended to be a general release of all known or unknown claims that are in existence at the time of this Agreement, except as otherwise excluded, but shall not constitute a release of any of the obligations under this Agreement or for liability for any breach of the obligation under this Agreement.

7. **Independent Representation.** Each Party hereby acknowledges that he or she has been represented by their own independent legal counsel in connection with the negotiation, drafting and execution of this Agreement.

8. **Collaborative Drafting.** This Agreement represents the collaborative drafting of the Parties through their respective attorneys or by the party's own representation. Accordingly, neither this Agreement nor any provision of this Agreement shall be deemed to have been drafted by any one party or that party's attorney for the benefit of another party.

9. **Warranties.** Each of the signatories hereto represents and warrants that: (a) he or she has the legal capacity and authority to enter, execute and deliver this Agreement on his or her behalf; (b) he or she is the sole owner of the respective claims described herein; (c) that none of them have assigned, transferred, purported to assign or transfer any claim to any other person or entity; and (d) no other person or entity has or holds any claim that is subject of this Agreement.

10. **Complete Agreement.** This Agreement constitutes the final, complete and exclusive representation of the Parties' agreement and understanding, and supersedes all of the prior and contemporaneous written or oral agreements, promises, representations and warranties between the Parties relating to the subject matter of this Agreement. The Parties each

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acknowledge that there are no promises representations, warranties, agreements, arrangements, or understandings related to the subject matter of this Agreement other than those expressly contained in this Agreement. This Agreement may only be amended, changed or modified by a writing signed by all of the Parties.

11. **Severability**. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of the Agreement is determined by a court of competent jurisdiction to be unenforceable, that portion will be deemed severable and this Agreement shall be enforced with that provision severed or modified by the Court.

12. **No Reliance**. The Parties represent and warrant to each other that none of them have relied upon any representation or warranty made by any person or Party, whether orally or in writing, pertaining to the matters set forth in this transaction, except to the extent that such representation or warranty is expressly set forth in the terms of this Agreement.

13. **Binding on Successors And assigns**. This Agreement is binding upon the successor and assigns of the Parties. The Parties represent and warrant that there has been no assignment or other transfer of any interest in any claims that they might have or may have had against each other.

14. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be construed as one instrument. Signature by facsimile shall constitute an original signature.

15. **Attorney Fees**. The prevailing party or parties in any lawsuit arising out of or relating to this Agreement, or breach of any provision hereof, or in which this Agreement is raised as its defense, shall recover his or her reasonable attorney's fees and expenses in addition to any and all other remedies to which he or she may be entitled.

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IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed as of the day and year above first written.

GERALD KLOTZ

Gerald H. Klotz

MARJORIE OWENS KLOTZ

Marjorie Owens Klotz

JOHN COURTNEY

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed
as of the day and year above first written.

GERALD KLOTZ

MARJORIE OWENS-KLOTZ

JOHN COURTNEY

John Courtney

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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

Dorothy Brown 9-8-10

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

