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When Recorded Mail to:

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Doc#: 1029345084 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/20/2010 03:01 PM Pg: 1 of 9

Property of Cook County Clerk's Office

COOK COUNTY RECORDING COVER SHEET

Document to be Recorded:

Settlement Agreement

Against the property commonly known as:

GU61-GU70 and GU75-GU78 at 950 N. Kingsbury
Chicago, IL

PINS:

- 17-04-300-048-1061
- 17-04-300-048-1062
- 17-04-300-048-1063
- 17-04-300-048-1064
- 17-04-300-048-1065
- 17-04-300-048-1066
- 17-04-300-048-1067
- 17-04-300-048-1068
- 17-04-300-048-1069
- 17-04-300-048-1070
- 17-04-300-048-1075
- 17-04-300-048-1076
- 17-04-300-048-1077
- 17-04-300-048-1078

Titled in the name of:

Domain Owner, LLC

Total Pages:

9

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Legal Description:

PARCEL 1:

GARAGE UNIT NOS. GU61 THROUGH GU70, BOTH INCLUSIVE, AND GU75 THROUGH GU78, BOTH INCLUSIVE, IN THE RIVER VILLAGE LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOTS 19 THROUGH 23 IN BLOCK 96 IN ELSTON'S ADDITION TO CHICAGO ALL LOCATED IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED ON THE SURVEY ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT FOR RIVER VILLAGE LOFTS CONDOMINIUM RECORDED OCTOBER 15, 2002 AS DOCUMENT NO. 0021128852, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AND OPERATING AGREEMENT RECORDED MARCH 12, 2001 AS DOCUMENT 0010192877 AND AS AMENDED AND RESTATED BY INSTRUMENT RECORDED OCTOBER 15, 2002 AS DOCUMENT 21128849 FOR THE FOLLOWING PURPOSE:

- A. INGRESS AND EGRESS AND USE
 - B. STRUCTURAL SUPPORT
 - C. USE OF FACILITIES IN THE CATALOG BUILDING AND GARAGE BUILDING
 - D. MAINTENANCE OF CATALOG BUILDING EASEMENT FACILITIES AND GARAGE EASEMENT FACILITIES
 - E. MAINTENANCE AND USE OF EASEMENT FACILITIES
 - F. SUPPORT, ENCLOSURE, USE AND MAINTENANCE OF CATALOG BUILDING AND GARAGE BUILDING
 - G. COMMON WALLS, CEILINGS AND FLOORS
 - H. WATER MAIN CONNECTION, SANITARY SEWER MAIN CONNECTION AND GAS MAIN CONNECTION
 - I. UTILITIES
 - J. PERMITTING EXISTENCE OF ENCROACHMENTS IN CATALOG BUILDING AND GARAGE BUILDING
 - K. EXTERIOR MAINTENANCE
 - L. EXTERIOR SIGNAGE
 - M. DUMPSTER'S
 - N. OWNED FACILITIES
 - O. SHARED FACILITIES, AND
 - P. OVERHANGING BALCONIES;
- OVER THE LAND DESCRIBED IN EXHIBITS ATTACHED THERETO.

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SETTLEMENT AGREEMENT

This settlement agreement ("Settlement Agreement") is entered into as of the 5th day of September, 2010 by and between (a) Bertram Irslinger ("Irslinger"), (b) Domain Owner, L.L.C. ("Domain"), and (c) Chicago Title Land Trust Co., as successor trustee to Trust No. 132465 ("CT"), (and together with Irslinger sometimes referred to collectively as "the Parties").

RECITALS

WHEREAS, on or about August 2001, Irslinger and Domain entered into a contract (the "Contract") whereby Irslinger agreed to purchase a condominium located at 900 North Kingsbury Street, #862, Chicago, Illinois and garage unit #210, and that Irslinger and Domain subsequently amended the contract on April 30, 2002 whereby Irslinger agreed to purchase an additional garage unit #177 from Domain (the "Property");

WHEREAS, Irslinger did not close on the purchase of the Property;

WHEREAS, on September 3, 2003, Irslinger caused the Contract to be recorded with the Cook County Recorder of Deeds Office as Document #0324649108 (the "Encumbrance");

WHEREAS, in June 2007, Irslinger filed a lawsuit in the Circuit Court of Cook County, Chancery Division, Case No. 07 CH 14906 against Domain and CT's predecessor, and Domain filed a second amended counterclaim against Irslinger in the action (the "Lawsuit");

WHEREAS, Chicago Title Insurance Company (CTI) issued a letter, attached to the Settlement Agreement as Exhibit A, advising that the title insurance policy issued by CTI to CT would not afford coverage to CT for those damages set forth in the letter; and

WHEREAS, in order to avoid the expense and inconvenience of litigation, the Parties have agreed to settle the claims raised in the Lawsuit or that could have been raised in the Lawsuit in accordance with the terms of this Settlement Agreement.

PROMISES

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

1. Each of the foregoing recitals is fully incorporated into and made a part of this Settlement Agreement.
2. Domain shall pay Irslinger ten thousand dollars and no cents (\$10,000.00) (the "Settlement Payment"). Irslinger shall promptly cause the Encumbrance to be released by recording a quitclaim deed with the Cook County Recorder of Deeds Office. The parties shall promptly arrange for the Lawsuit to be dismissed with prejudice and without costs, with all parties to pay their own attorney's fees, costs and expenses.

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3. Upon full performance of the terms of this Settlement Agreement, Irslinger, for himself and his past and present agents, trustees, insurers, representatives, attorneys, executors, administrators, heirs, beneficiaries, predecessors, successors, assigns, hereby fully and forever releases, remises, forever discharges and covenants not to sue Domain and CT and its past and present officers, directors, shareholders, employees, representatives, agents, trustees, insurers, beneficiaries, attorneys, predecessors, successors, assigns, members, managers and beneficiaries on any and all claims whatsoever, in law or in equity, including but not limited to claims for attorney's fees, costs and expenses, that Irslinger ever had or may have had against Domain and CT and their past and present officers, directors, shareholders, employees, representatives, agents, trustees, insurers, beneficiaries, attorneys, predecessors, successors, assigns, members and manager, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, asserted or unasserted, actual or contingent, liquidated or unliquidated, arising out of, or by reason of any matter, cause, action, event, omission or thing prior to the date of this Settlement Agreement, including without limitation any claims arising out of or relating to the allegations and facts in the Lawsuit including claims that could have been raised in the Lawsuit, excepting any claims arising out of or relating to any breach of any duties or obligations arising under this Settlement Agreement, including paragraph 5 of this Settlement Agreement.

4. Upon full performance of the terms of this Settlement Agreement, Domain and CT, for themselves and their past and present past and present officers, directors, shareholders, employees, representatives, agents, trustees, insurers, beneficiaries, attorneys, predecessors, successors, assigns, members, managers and beneficiaries, hereby fully and forever release, remise, forever discharge and covenant not to sue Irslinger and his past and present agents, trustees, insurers, representatives, attorneys, executors, administrators, heirs, beneficiaries, predecessors, successors, assigns on any and all claims whatsoever, in law or in equity, including but not limited to claims for attorney's fees, costs and expenses, that Domain and CT ever had or may have had against Irslinger and his past and present agents, trustees, insurers, representatives, attorneys, executors, administrators, heirs, beneficiaries, predecessors, successors and assigns, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, asserted or unasserted, actual or contingent, liquidated or unliquidated, arising out of, or by reason of any matter, cause, action, event, omission or thing prior to the date of this Settlement Agreement, including without limitation any claims arising out of or relating to the allegations and facts in the Lawsuit including claims that could have been raised in the Lawsuit, excepting any claims arising out of or relating to any breach of any duties or obligations arising under this Settlement Agreement.

5. Domain affirms as of the date of the Settlement Agreement certain representations contained in the affidavit of John McLinden dated October 29, 2009. Certain representations in the affidavit are still true, which are material terms of the Settlement Agreement and are incorporated herein. This representation is that:

- (1) That Domain currently owns no real estate at either the Property or elsewhere;
- (2) Domain has no funds in its bank account and will not have funds in its bank account other than funds derived from capital calls to fund payment of the Settlement Payment and outstanding professional fees and costs related to the Lawsuit as well

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as other professional fees for accounting services related to the wind down of Domain.

In the event it is later learned by Irslinger (but no more than 12 months after the date of the Settlement Agreement) that these representations are false in that Domain owned real estate at the Property or elsewhere or that Domain had on deposit cash totaling more than \$10,000.00 on the date of the Settlement Agreement, Irslinger shall have a right to initiate suit on this paragraph 5 of the Settlement Agreement and if proven by Irslinger to be true Irslinger shall be entitled to a judgment against Domain in the amount of \$30,000.00 (representing \$10,000.00 less than the total damages claimed by Irslinger under Count II of the Complaint filed in the Lawsuit) with prevailing party of any such legal action brought by Irslinger under this paragraph 5 being entitled to recovery of its attorney fees and costs. Any legal action filed by Irslinger under this paragraph 5 shall be filed in the Circuit Court of Cook County, Illinois.

6. Each of the signatories to this Settlement Agreement represents and warrants that it has the legal capacity and authority to enter, execute and deliver this Settlement Agreement and to deliver in accordance with the Settlement Agreement the exhibits and other instruments required hereunder.

7. This Settlement Agreement is made and entered into in Illinois and shall be interpreted, enforced and governed by and under the internal laws of Illinois without regard to conflicts-of-law.

8. The Parties each acknowledge that there are no representations, warranties, agreements, arrangements, or understandings relating to the Parties' settlement other than those expressly contained in this Settlement Agreement and the exhibits hereto. This Settlement Agreement constitutes the final, complete and exclusive Settlement Agreement and understanding between and among the Parties relating to the resolution of the matters set forth herein, and supersedes all prior and contemporaneous written or oral agreements relating thereto.

9. The Parties each acknowledge that they have received and are relying solely on the advice of its own counsel and their own judgment with respect to the advisability of making this Settlement Agreement, and that they have not executed this Settlement Agreement in reliance on any promise, representation or warranty except as expressly set forth in this Settlement Agreement.

10. The Parties have jointly prepared this Settlement Agreement and the exhibits hereto and agreed to the use of the particular language herein. Any question of doubtful interpretation of this Settlement Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes an uncertainty to exist or against the drafter.

11. This Settlement Agreement may be amended or modified in writing only, signed by the Parties.

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12. This Settlement Agreement shall inure to the benefit of, be binding upon and enforceable by the Parties hereto, and their respective predecessors, successors and assigns.

13. Each provision of this Settlement Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, and the remaining provisions shall, nevertheless, remain in full force and effect.

14. This Settlement Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Settlement Agreement.

IN WITNESS WHEREOF, the undersigned have hereunder set their hands as of the day and year first written above.

BERTRAM IRSLINGER

Date: _____

DOMAIN OWNER, L.L.C.

By: _____

Its: AUTHORIZED SIGNATORY

Date: SEPTEMBER 24, 2010

CHICAGO TITLE LAND TRUST CO., AS SUCCESSOR TRUSTEE TO TRUST NO. 132465

By: _____

Its: _____

Date: OCT 05 2010




It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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EXHIBIT A

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6601 FRANCES STREET, OMAHA, NE 68106 • TEL: (402) 498-7000 • (888) 453-4095



September 15, 2010

Domain Owner, LLC
 c/o Kluever & Platt, LLC
 65 East Wacker Place
 Suite 2300
 Chicago, IL 60601

Re: Claim No.: 176606
 Policy No.: 8198347
 Insured: LaSalle Bank National Association as Trustee, Trust No. 132465
 Property Address: 900 North Kingsbury, Chicago, IL Unit 862
 Case: Bertram P. Irslinger v. LaSalle Bank National Association as Trustee under Trust No. 102455, et al., Cause No. 2007-CH-14996, Circuit Court of Cook County, IL, Chancery Division, County Department, *Complaint for Specific Performance and Other Relief*

Dear Sir or Madam:

I am handling the above-referenced claim on behalf of Chicago Title Insurance Company (the "Company"). As you know, this claim was brought by the Insured under the above-referenced policy. As I understand the facts, the claim is based on a demand the Insured received from Bertram P. Irslinger. Irslinger contracted to buy the referenced property on July 18, 2001 and recorded his contract at document no. 0324649108 on September 3, 2003, prior to the conveyance of the property from you to the Insured via Special Warranty Deed in document no. 0416329113, recorded on August 11, 2004.

The Company acknowledged its policy defense and indemnity obligations with respect to Count I of the complaint and accepted the claim and tender of defense of the Insured. The Company then re-tendered this defense to you pursuant to the warranties you gave to the Insured, and you accepted the defense.

The Company's acceptance of coverage and tender of defense pertains only to Count I of the policy and only to the specific performance of the sale-purchase agreement. A title insurance policy is a contract under which the insurance company agrees to indemnify the insured against loss resulting from certain specified matters. It contains a basic insuring agreement and a statement of specific matters that are excepted or excluded from coverage. The insuring agreement defines and describes generally the types of matters that are insured against. Ordinarily, a particular loss is covered only if it results from a matter that is within the scope of the basic insuring provision, not excepted or excluded from coverage, and subject to the requirements of the conditions of the policy.

It is my understanding that in addition to the claim for specific performance, the Plaintiff alleges in his claims against you and the Insured that he has suffered certain damages, including lost rent and other business losses. The duty to defend and the coverage under the policy is subject to certain exclusions, including the following:

"The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

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3. Defects, liens, encumbrances, adverse claims or other matters:

a. Created, suffered, assumed or agreed to by the insured claimant.

d. Attaching or created subsequent to Date of Policy."

Since the Plaintiff may seek damages due to Domain Owner, LLC's active participation in conduct which has caused financial damages to the Plaintiff, some or all of which are alleged to have occurred after the date on which the Insured's policy was issued, the Plaintiff's damages claim does not fall within policy coverage and the Company does not agree to defend or indemnify the Insured for any loss the Plaintiff may have suffered should a damage award be rendered in favor of the Plaintiff.

Furthermore, the Company's liability under the policy is limited to the following:

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

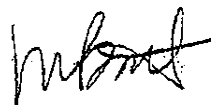
(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

Accordingly, any liability of the Company under the policy is limited to the fair market value of the property or the contract purchase price, up to the policy limits, payable only to the Insured and not to third parties such as the Plaintiff.

If you have any questions regarding the analysis stated herein, you may contact me at Micaela.Brandt@fnf.com or (402) 970-3962. Please reference the above claim number in all communications with my office.

Very truly yours,



Micaela M. Brandt
Claims Counsel