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Doc# 1816916079 Fee \$54.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/18/2018 01:22 PM PG: 1 OF 9

SETTLEMENT AGREEMENT AND RELEASE

23rd This Settlement Agreement and Release ("**Agreement**") is made and entered into this day of May, 2018, by First Midwest Bank, an Illinois banking corporation, as successor to Bremen Bank and Trust Company ("**FMB**"), Padraig Conway ("**Conway**"), Karol Kruszecki a/k/a Karol Kroszecki and Andrzej Bezener ("**Kruszecki/Bezener**"), M.P.D. Holdings, Inc., an Illinois corporation ("**M.P.D.**"), and the Village of Tinley Park, a municipal corporation (the "**Village**"). FMB, Conway, Kruszecki/Bezener and M.P.D. are individually referred to herein as an "**Owner**", and collectively as the "**Owners**". The Owners and the Village are collectively referred to herein as the "**Parties**".

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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("**Agreement**") is made and entered into this 23rd day of May, 2018, by First Midwest Bank, an Illinois banking corporation, as successor to Bremen Bank and Trust Company ("**FMB**"), Padraig Conway ("**Conway**"), Karol Kruszecki a/k/a Karol Kroszecki and Andrzej Bezener ("**Kruszecki/Bezener**"), M.P.D. Holdings, Inc., an Illinois corporation ("**M.P.D.**"), and the Village of Tinley Park, a municipal corporation (the "**Village**"). FMB, Conway, Kruszecki/Bezener and M.P.D. are individually referred to herein as an "**Owner**", and collectively as the "**Owners**". The Owners and the Village are collectively referred to herein as the "**Parties**".

A. FMB owns the property commonly known as 17450 Oak Park Avenue, Tinley Park, Illinois, which is legally described on Exhibit A attached hereto and incorporated herein (the "**FMB Property**"). The FMB Property is depicted on on a plat of resubdivision referred to as Village and Owners' Resubdivision, prepared by Robinson Engineering, Ltd. (the "**Surveyor**"), as Project No. 13 R0269, an unexecuted copy of which is attached hereto and incorporated herein as Exhibit B (the "**Plat**").

B. Padraig Conway owns the property commonly known as 17448 Oak Park Avenue, Tinley Park, Illinois, which is legally described on attached Exhibit A (the "**Conway Property**"). The Conway Property is north of and contiguous to the FMB Property, and is depicted on the Plat.

C. Karol Kruszecki and Andrzej Bezener own the property commonly known as 17432 Oak Park Avenue, Tinley Park, Illinois, which is legally described on attached Exhibit A (the "**Kruszecki/Bezener Property**"). The Kruszecki/Bezener Property is north of and contiguous to the Conway Property, and is depicted on the Plat.

D. M.P.D. Holdings, Inc., an Illinois corporation, owns the property commonly known as 17424 Oak Park Avenue, Tinley Park, Illinois, which is legally described on attached Exhibit A (the "**M.P.D. Property**"). The M.P.D. Property is north of and contiguous to the Kruszecki/Bezener Property, and is depicted on the Plat.

E. The FMB Property, the Conway Property, the Kruszecki/Bezener Property, and the M.P.D. Property, are collectively referred to herein the "**Parcels**".

F. Certain disputes and controversies have arisen between the Owners relating to their ownership, and the dimensions and use, of the various Parcels.

G. The Owners wish to compromise and settle all claims and disputes which exist or may exist between them, on the terms set forth herein.

In consideration of the covenants and agreements set forth herein, the Parties agree as follows:

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1. **Recitals.** The foregoing recitals are incorporated into this Section 1 as if set forth in their entirety.
2. **Deeds.** Attached hereto as **Exhibit C** are Special Warranty Deeds (the "**Deeds**") which Conway, Kruszecki/Bezener and M.P.D. have agreed to execute to resolve the various disputes which arisen. The Deeds are hereby agreed to and approved by the Parties. Upon execution of this Agreement, each Owner will execute the Deed it is the grantor of, have the Deed notarized as required, and deliver the Deed to the Village, along with other customary documents required to finalize this transaction. The Village will deliver the Deeds to the Recorder of Deeds of Cook County, Illinois ("**Recorder**") for recording. The cost of preparing and recording the Deeds will be paid by FMB.
3. **Plat of Resubdivision.** The Parties have agreed that the Parcels will be resubdivided to reflect the configuration of the Parcels that will exist after the execution and recordation of the Deeds. The Plat is hereby agreed to and approved by the Parties. Upon execution of this Agreement, the Owners, the Owners' lenders, and the Village, will execute the Plat, and have their signatures notarized as required. The Village will deliver the fully executed Plat to the Recorder for recording. The cost of preparing and recording the Plat will be paid by the Village.
4. **Payments.** Upon full execution of this Agreement, FMB will pay \$4,700.00 to M.P.D.
5. **Release.** Each of the Owners (individually, a "**Releasing Party**", and collectively, the "**Releasing Parties**"), for themselves, and their respective members, managers, officers, employees, affiliates, successors, assigns, heirs, executors and administrators, release and forever discharge the other Parties, and their respective officers, directors, shareholders, contractors, agents, attorneys, employees and affiliates (all collectively, the "**Released Parties**"), from any and all claims, demands, rights, causes of action, actions, suits, damages, losses and expenses of whatever kind or nature, arising from or by reason of any and all known and unknown, foreseen and unforeseen, losses, costs and damages, and the consequences thereof, for any act or omission which occurred at any time relating to the dimensions or use of the Parcels; provided, however, that the Releasing Parties do not release the Released Parties from their failure to comply with the terms of this Agreement.
6. **Representations and Warranties.** Each of the Owners represents and warrants to the other Owners that: (a) the execution and delivery of this Agreement by it or them and the consummation of the contemplated settlement has been duly authorized by all necessary actions; (b) this Agreement constitutes its or their legal, valid and binding obligations; (c) it or they are the sole owner of the rights and claims that it or they are releasing under and by reason of this Agreement; and (d) the rights and claims that it or they are releasing under and by reason of this

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Agreement have not been sold, assigned, pledged or otherwise transferred to any person or entity.

7. **Limited Release.** Notwithstanding the provisions of any rule of law, statutory or judicial, to the contrary, the Parties intend this release to be limited to the specific terms set forth herein, and not to be a general release.

8. **Entire Agreement.** This Agreement contains the entire agreement between the Parties relating to the subject matter hereof.

9. **No Admission of Liability.** This Agreement is entered into to settle and avoid litigation between the Parties. Nothing contained in this Agreement will be construed as an admission of liability on the part of any Party, and any such wrongdoing or liability is expressly denied.

10. **Interpretation.** The Parties and their attorneys have fully and equally participated in the preparation, negotiation, review and approval of this Agreement, and this Agreement will be interpreted and construed without any presumption that the provisions of this Agreement are to be construed against the Party which prepared this Agreement.

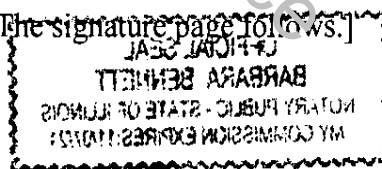
11. **Attorneys' Fees.** In the event of a default hereunder, the defaulting Party will reimburse the non-defaulting Party from all court costs and reasonable attorneys fees incurred by the non-defaulting Party as a result of such default.

12. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon the Parties and their respective heirs, executors, successors and assigns.

13. **Choice of Law.** This Agreement will be governed in accordance with the laws of the State of Illinois.

14. **Counterparts.** This Agreement may be executed by each of the Parties on counterparts with the same effect as if the Parties had signed the same copy.

[The remainder of this page was intentionally left blank. The signature page follows.]



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The undersigned, intending to be legally bound, executed this Agreement as of the day and year set forth above.

VILLAGE OF TINLEY PARK, an Illinois
municipal corporation

By: [Signature]
Name: Patrick Connelly
Title: Attorney

STATE OF ILLINOIS)

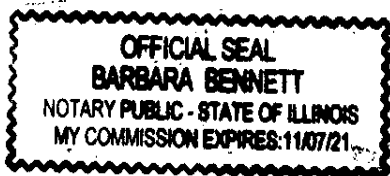
COUNTY OF COOK

I BARBARA BENNETT, a Notary Public in and for said County, in the State aforesaid, certify that PATRICK CONNELLY, ATTORNEY of the Village of Tinley Park, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of the Village of Tinley Park, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of May, 2018.

Barbara Bennett
Notary Public

My Commission Expires: 11-7-21



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The undersigned, intending to be legally bound, executed this Agreement as of the day and year set forth above.

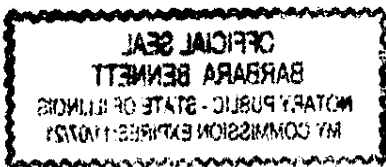
FIRST MIDWEST BANK

By: [Signature]
Name: Kenneth Freebairn
Title: Assistant Vice President

STATE OF ILLINOIS)
COUNTY OF COOK)

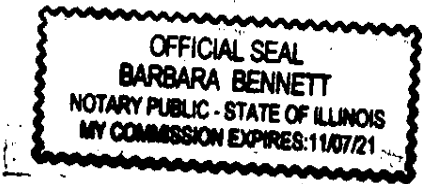
I BARBARA BENNETT, a Notary Public in and for said County, in the State aforesaid, certify that KENNETH FREEBAIRN, ASST VICE PRESIDENT of First Midwest Bank, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of First Midwest Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of May, 2018.



[Signature]
Notary Public

My Commission Expires: 11-7-21



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The undersigned, intending to be legally bound, executed this Agreement as of the day and year set forth above.

Padraig Conway
Padraig Conway

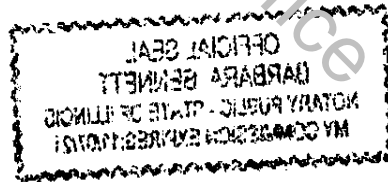
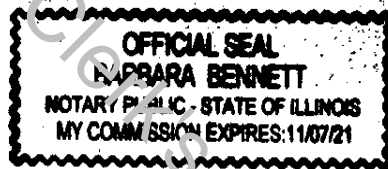
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I BARBARA BENNETT, a Notary Public in and for said County, in the State aforesaid, certify that Padraig Conway, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of May, 2018.

Barbara Bennett
Notary Public

My Commission Expires: 11-7-21



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The undersigned, intending to be legally bound, executed this Agreement as of the day and year set forth above.

Karol Kruszecki
Karol Kruszecki

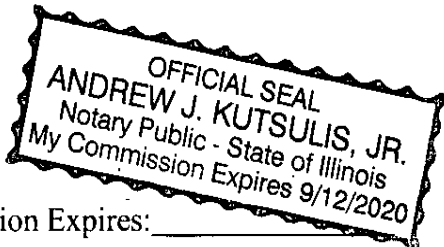
Andrzej Bezener
Andrzej Bezener

STATE OF ILLINOIS)

COUNTY OF Cook)

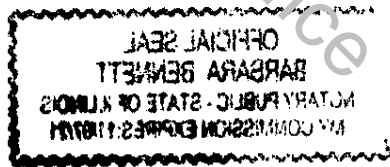
I Andrew J. Kutsulis, Jr., a Notary Public in and for said County, in the State aforesaid, certify that Karol Kruszecki and Andrzej Bezener, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of May, 2018.



[Signature]
Notary Public


My Commission Expires: _____



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The undersigned, intending to be legally bound, executed this Agreement as of the day and year set forth above.

M.P.D. HOLDINGS, INC.,
an Illinois corporation

By: X 
Name: Mark Johnson
Title: President

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I BARBARA BENNETT, a Notary Public in and for said County, in the State aforesaid, certify that MARK JOHNSON, President of M.P.D. Holdings, Inc., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of M.P.D. Holdings, Inc., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of May, 2018.

Barbara Bennett
Notary Public

My Commission Expires: 11-7-21

