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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/10/2021 11:54 AM PG: 1 OF 4

Property of Cook County Clerk's Office

Release of Waiver

Cover Sheet for recording

Purpose only.

Prepared by Christopher Scott

Address:

Christopher Scott

3417 Laurel Lane

Hazel Crest, IL 60429

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GENERAL RELEASE AND WAIVER

THIS AGREEMENT (the "Agreement") is made as of 12/02/2021 by and between SCOTTLAND DEVELOPMENT CORPORATION, as the person or entity receiving indemnity (hereinafter referred to as the "Releasee"), located at 403 N Wabash Ave, Chicago, Illinois 60611, and CARTER'S EXCAVATING & GRADING COMPANY, as the person or entity releasing the releasee located at 1000 E 111th St, Chicago, Illinois 60628, and at times the Releasee or Releasor may be referred to as the "Party" or may be collectively referred to as the "Parties."

WHEREAS, in return for the consideration described below, Releasor desires and wishes to release from liability the Releasee and its successors and assigns from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney's fees, court costs and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or around the activity or event described below as a proximate result of the acts or omissions of the Releasee, its agents, successors and assigns or arising out of the operation or actions of the Releasee upon or about the activity or event described below except when such liability may result from the sole negligence of the Releasee, its officers, directors, agents, servants, and/or employees; provided however, that upon the filing of any claim with the Releasor for damages arising out of incidents for which the Releasee herein agrees to hold Releasor harmless, then and in that event the Releasor shall notify Releasee of such claim and Releasee shall have the right to settle, compromise, and/or defend the same.

DESCRIPTION OF ACTIVITY

DEMOLITION AND TREE REMOVAL

DESCRIPTION OF CONSIDERATION

REPRESENTATION ON AUTHORITY OF PARTIES' SIGNATORIES

Each party signing this Agreement represents and warrants that s/he is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

MODIFICATION OF AGREEMENT

This Agreement may be supplemented, amended, and/or modified only by and through the mutual agreement of all parties. No supplement or modification of this Agreement shall be binding unless done so in writing and signed by all parties to this Agreement.

GENERAL WAIVER

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

ENTIRE AGREEMENT

This is the entire agreement between the aforementioned parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

ENFORCEABILITY, SEVERABILITY AND/OR REFORMATION

In the event that any covenant, provision and/or restriction is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

In the event that any court determines that any of the covenants, provisions or restrictions to be excessive in duration or scope or to be unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

GOVERNING LAWS

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Illinois applicable to contracts made and to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in Illinois shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

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JURISDICTION AND VENUE

This Agreement is to be construed pursuant to the current laws of the State of Illinois. In the event that any dispute shall arise under or in connection with the agreement or related to any matter which is the subject of the agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Illinois.

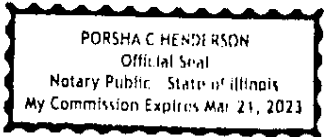
THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.


SCOTTLAND DEVELOPMENT CORPORATION

12-8-21
(Date Signed)


CARTER'S EXCAVATING & GRADING COMPANY

12/8/2021
(Date Signed)



Porsha C Henderson 12/10/2021

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 7, 8, 9 AND 10 IN BLOCK 1, IN ROBBINSWOOD, BEING A SUBDIVISION OF BLOCKS 1 AND 2 IN EINSPAHR'S SUBDIVISION IN THE EAST 1/2 OF WEST 1/2 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 3644, 3646, 3648 and 3650 W. 139th Pl, Robbins, IL 60472

Tax Parcel ID Number: 20-02-305-017-0000, 20-02-305-018-0000, 20-02-305-019-0000, 20-02-305-020-0000

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