

# UNOFFICIAL COPY

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## AGREEMENT

THIS AGREEMENT made this 2nd day of June 1981, by and between Anna Rogan and Zorna Brodkin ("Brodkin"), LaSalle National Bank, not personally but solely as Trustee under a Trust Agreement dated December 11, 1976, and known as Trust Number 51808 ("LaSalle") and Inland Real Estate Corporation ("Inland"),

DATE OF RECORDING 4.35.80  
 197777 FROM 2434 05/24/79 1410300  
 95125 2 33K \* 05/25/79 1410300  
 CODE COUNTY RECORDER

### W I T H E R E B B E T H

WHEREAS, Brodkin own the real estate ("Parcel 1") situated in the City of Des Plaines, County of Cook and State of Illinois described on Exhibit 1 attached hereto and made part hereof, and

WHEREAS, LaSalle own the real estate ("Parcel 2") situated in the Village of El. Prospect, County of Cook, State of Illinois described in Exhibit 2 attached hereto and made a part hereof, and

WHEREAS, Inland is the beneficiary of LaSalle, and

WHEREAS, the parcels of real estate described in Exhibits 1 and 2 are adjacent and contiguous to each other, and

WHEREAS, Brodkin have heretofore claimed that Parcel 2 has been improved in such manner as to cause surface water originating on Parcel 2 to improperly and unlawfully run over, drain upon and flood Parcel 1, and in connection therewith instituted a suit against Inland in the Circuit Court of Cook County, Illinois, County Department Chancery Division, entitled Anna Rogan, et al., Plaintiffs v. Inland Real Estate Corporation, Defendant, Case No. 79 CH 3043 ("Lawsuit"), and,

WHEREAS, Inland has denied in said suit that Parcel 2 was improved in such a manner as to cause water unlawfully and improperly to drain upon or flood or otherwise adversely affect Parcel 1, and,

MAIL TO:

PHILLIP RADMER  
 77 W. WASHINGTON #515  
 CHGO. IL. 60602

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COOK COUNTY

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WHEREAS, Brodkins and Inland have agreed to amicably resolve and adjust their dispute and Inland has modified certain portions of Parcel 2 by installing asphalt patches on the parking lot portion of Parcel 2 in order to change the slope of the asphalt parking lot and driveway upon Parcel 2 so that surface water will not flow onto Parcel 1 and has also installed a "lip" or curbing along the easterly line of the portion of Parcel 2 along a parking lot guard rail so that surface waters will not drain from Parcel 2 onto Parcel 1.

NOW, THEREFORE, in consideration of the foregoing, and the following agreements, it is hereby agreed as follows:

1. The recitals hereinabove set forth are expressly made a part of this agreement.
2. This is a settlement agreement, and nothing contained herein is an admission by either party. Each party agrees that it will never assert that any recital or agreement herein constitutes an admission of any kind.
3. Inland agrees to install the additional asphalt patch which is referred to on Exhibit 3 hereto in accordance therewith and agrees that the said patch shall be installed in the presence of James Runk, the Brodkins' engineer, so as to insure its proper installation. Alternatively, Inland shall have the option of paying to Brodkins the sum of \$1,000.00, and the Brodkins shall then have the right and the obligation to install such patch.
4. Upon the installation of the patch referred to in Paragraph 3 above by Inland, or upon the payment by Inland to Brodkins of the \$1,000.00 described in Paragraph 3 above, Brodkins agree that they will immediately and without delay dismiss the lawsuit with prejudice.
5. LaSalle agrees to maintain and keep in good order and repair, making all replacements and renewals as may be necessary in, about and upon the patched areas heretofore referred to and which remain to be installed by Inland or Brodkins as specified in Paragraph 4 above so as to prevent surface water from Parcel 2 from flooding Parcel 1.

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6. LaSalle further agrees to keep and maintain in good order and repair, making replacements and renewals as may be reasonably necessary, the asphalt curb or lip which was heretofore installed along the east line of Parcel 2 which is adjacent to and contiguous with Parcel 1.

7. The cost of maintaining, replacing and renewing the patches and lip or curbing referred to above shall be borne solely by LaSalle except that the cost of maintaining, replacing and renewing such patches as are now or which may hereafter be on that portion of the respective parcels which is subject to that certain easement dated October 24, 1960, and recorded with the Recorder of Deeds of Cook County as Document #20734466 shall be paid in equal shares by LaSalle and by Brodkins.

8. At such time as LaSalle causes the parking lot upon which the asphalt patches and curb and lip have been installed to be resurfaced, replaced or repatched, then such changes in the slope made by reason of the asphalt patches shall be kept in effect so that the surface waters will not drain from Parcel 2 onto Parcel 1.

9. The obligations of each party under this agreement shall be binding upon such party, its grantees, successors and assigns and shall inure to the benefit of the other parties hereto and their respective grantees, successors and assigns.

10. No party to this Agreement shall sue on the basis of a default under this Agreement unless such default continues for 30 days after notice of such default is given in writing to the defaulting party by certified mail. Such notice is deemed made upon receipt of the certified mail. Notices shall be sent to the following addresses, until other address is specified in writing:

If to Brodkins: 1515 N. Astor Street  
#25E  
Chicago, Illinois 60610

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With a copy to Joseph Stein  
Rothbart, Stein & Moran  
One N. LaSalle Street  
Room 1201  
Chicago, Illinois 60602

11 to Inland: 1915 Midwest Road  
Oak Brook, Illinois 60521

With a copy to John K. Kallman  
Rudnick & Wolfe  
Suite 2800  
30 North LaSalle Street  
Chicago, Illinois 60602

11 to LaSalle: 135 South LaSalle Street  
Chicago, Illinois 60690

With copy to John K. Kallman  
Rudnick & Wolfe  
Suite 2800  
30 North LaSalle Street  
Chicago, Illinois 60602

12. This agreement is not intended to, and does not prohibit any party hereto from changing the use made of Parcel 1 or Parcel 2, except that, if any party changes the use to which its or their Parcel is put, it or they shall not allow such change to produce the conditions alleged in the recital paragraph hereof.

13. No provision of this agreement shall be deemed to modify or affect existing covenants, agreements relating to Parcel 1 and Parcel 2 and such covenants, agreements shall in all respects continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on of the day and year first above written.

*Anne Kogan*  
Anne Kogan  
*Zenna Brodtkin*  
Zenna Brodtkin

INLAND REAL ESTATE CORPORATION

By: *[Signature]*  
President

LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid

By: *[Signature]*  
VICE PRESIDENT

-4-

Attest:

*[Signature]*  
Assistant Secretary

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Walter B. Godecker, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that ANNE KOGAN and ZERUA BRODKIN who 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, sealed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of May, 1981.

Walter B. Godecker  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Dr. [unclear], a Notary Public in and for and residing in said County, in the State aforesaid do hereby certify that Daniel J. [unclear] President of INLAND OIL ESTATE CORPORATION who 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of June, 1981.

Abraham [unclear]  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Yvonne Kerrigan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that [unclear] of LA SALLE NATIONAL BANK and [unclear] of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such [unclear] and [unclear], respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of June, 1981.

Yvonne Kerrigan  
Notary Public

Notary Public Expires June 20, 1981

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A parcel of land in the North East Quarter of the North East Quarter of Section 23, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing at the North East corner of said Section; thence 240.4 feet southerly along the east line of said section to the point of beginning; thence 207.0 feet westerly along a line parallel to the north line of said section; thence 240.4 feet northerly along a line parallel to the east line of said section to a point on the north line of said section; thence 16.0 feet westerly along the north line of said section; thence 659.4 feet southerly along a line parallel to the east line of said section; thence 223.0 feet easterly along a line parallel to the north line of said section to a point on the east line of said section; thence 419.0 feet northerly along the east line of said section to the point of beginning (except those parts dedicated for highway purposes);

PIN: 08-23-201-022

1/4 S.W. corner Dempster St.  
& Elmhurst Rd.

Des. Planes, IL.



9550-11-0

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THAT PART OF THE EAST 400.00 FEET, EAST THE EAST 221.11 FEET THEREOF, OF THE NORTH 20 ACRES OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE DUE WEST (BEING AN ASSUMED BEARING, FOR THIS LEGAL DESCRIPTION) ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION, 221.11 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 00 DEGREES 53 MINUTES, 23 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, 659.35 FEET TO THE NORTH LINE OF THE NORTH 20 ACRES OF SAID QUARTER QUARTER SECTION; THENCE DUE WEST ALONG SAID EAST DESCRIBED LINE, 617.80 FEET TO THE WEST LINE OF THE EAST 300.80 FEET OF SAID QUARTER QUARTER SECTION, (SAID EAST DESCRIBED POINT BEING HEREAFTER REFERRED TO AS POINT "A"); THENCE NORTH 00 DEGREES 53 MINUTES, 23 SECONDS EAST, ALONG SAID EAST DESCRIBED LINE, 109.00 FEET TO AN INTERSECTION WITH A LINE 109.00 FEET (AS MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 20 ACRES OF SAID QUARTER QUARTER SECTION; THENCE DUE EAST ALONG SAID EAST DESCRIBED PARALLEL LINE, 121.09 FEET TO WEST LINE OF THE EAST 221.11 FEET OF SAID QUARTER QUARTER SECTION; THENCE NORTH 00 DEGREES, 53 MINUTES, 23 SECONDS EAST ALONG SAID EAST DESCRIBED LINE, 270.0 FEET; THENCE DUE WEST 6.55 FEET TO THE WEST LINE OF THE EAST 521.89 FEET OF SAID QUARTER QUARTER SECTION; THENCE NORTH 00 DEGREES, 53 MINUTES, 23 SECONDS EAST ALONG SAID EAST DESCRIBED LINE, 280.35 FEET TO THE NORTH LINE OF SAID QUARTER QUARTER SECTION; THENCE DUE EAST ALONG SAID EAST DESCRIBED LINE, 308.39 FEET TO THE PLACE OF BEGINNING.

PIN: 08-23-201-078

ckls 1010 W. Dempster, 44 Prospect, IL

EXCEPTING THEREFROM ALL THAT PART THEREOF DESCRIBED AS FOLLOWS; COMMENCING AT SAID POINT "A"; THENCE DUE EAST ALONG THE SOUTH LINE OF SAID NORTH 20 ACRES, 393.17 FEET; THENCE DUE NORTH 408.28 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE DUE WEST 57.0 FEET; THENCE DUE NORTH 140.80 FEET; THENCE DUE EAST 57.0 FEET; THENCE DUE SOUTH 140.80 FEET TO THE PLACE OF BEGINNING,

ALSO EXCEPTING THEREFROM ALL THAT PART THEREOF DESCRIBED AS FOLLOWS; COMMENCING AT SAID POINT "A"; THENCE DUE EAST ALONG THE SOUTH LINE OF SAID NORTH 20 ACRES, 845.71 FEET; THENCE DUE NORTH 424.55 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE DUE WEST 140.80 FEET; THENCE DUE NORTH 57.0 FEET; THENCE DUE EAST 140.80 FEET; THENCE DUE SOUTH 57.0 FEET TO THE PLACE OF BEGINNING,

ALSO EXCEPTING THEREFROM ALL THAT PART THEREOF DESCRIBED AS FOLLOWS; COMMENCING AT SAID POINT "A"; THENCE DUE EAST ALONG THE SOUTH LINE OF SAID NORTH 20 ACRES, 525.17 FEET; THENCE DUE NORTH 292.24 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE DUE WEST 57.0 FEET; THENCE DUE NORTH 140.80 FEET; THENCE DUE EAST 57.0 FEET; THENCE DUE SOUTH 140.80 FEET TO THE PLACE OF BEGINNING,

ALSO EXCEPTING THEREFROM ALL THAT PART THEREOF DESCRIBED AS FOLLOWS; COMMENCING AT SAID POINT "A"; THENCE DUE EAST ALONG THE SOUTH LINE OF SAID NORTH 20 ACRES, 533.0 FEET; THENCE DUE NORTH 160.00 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE DUE WEST 140.80 FEET; THENCE DUE NORTH 57.0 FEET; THENCE DUE EAST 140.80 FEET; THENCE DUE SOUTH 57.0 FEET TO THE PLACE OF BEGINNING,

ALSO EXCEPTING THEREFROM ALL THAT PART THEREOF DESCRIBED AS FOLLOWS; COMMENCING AT SAID POINT "A"; THENCE DUE EAST ALONG THE SOUTH LINE OF SAID NORTH 20 ACRES, 374.79 FEET; THENCE DUE NORTH 22.0 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE DUE WEST 140.80 FEET; THENCE DUE NORTH 57.0 FEET; THENCE DUE EAST 140.80 FEET; THENCE DUE SOUTH 57.0 FEET TO THE PLACE OF BEGINNING,

ALSO EXCEPTING THEREFROM ALL THAT PART THEREOF DESCRIBED AS FOLLOWS; COMMENCING AT SAID POINT "A"; THENCE DUE EAST ALONG THE SOUTH LINE OF SAID NORTH 20 ACRES, 163.90 FEET; THENCE DUE NORTH 22.0 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE DUE WEST 140.80 FEET; THENCE DUE NORTH 57.0 FEET; THENCE DUE EAST 140.80 FEET; THENCE DUE SOUTH 57.0 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

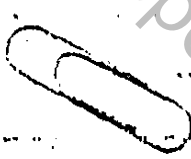
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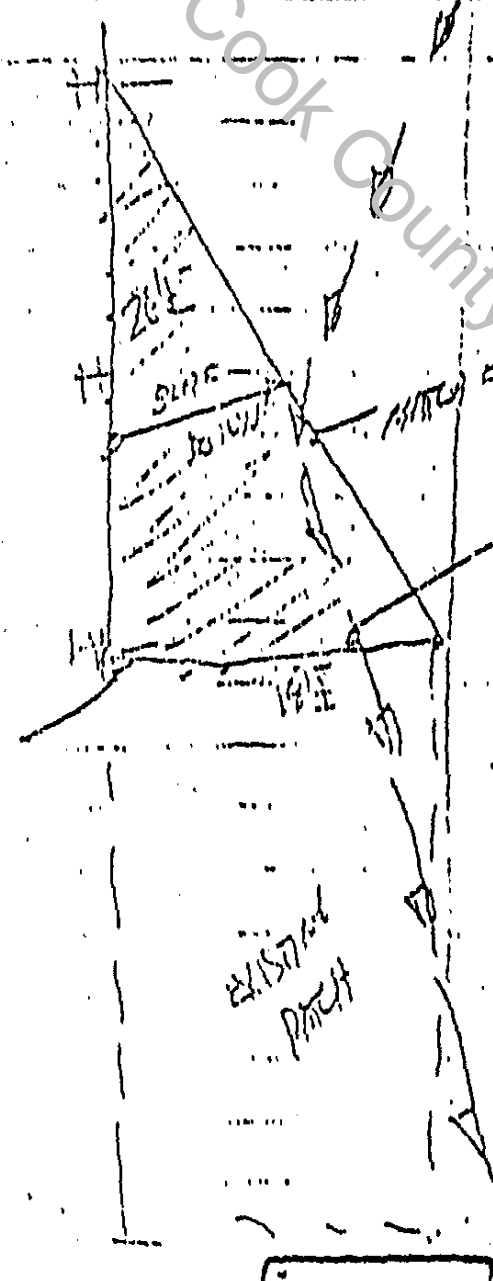
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7/17/80



CONV. P  
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EXISTING  
LIP



TRINITY  
EXISTING PATCH  
PART OF  
PROPERTY  
OWNER

*[Handwritten signature]*

10/2/81

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