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Cook County Recorder

71.50

SETTLEMENT AGREEMENT AND RELEASE



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THIS SETTLEMENT AGREEMENT entered into this _____ day of January 1996, among Plaintiff, CHICAGO GLASS BLOCK & WINDOW, a division of PETER BEYER & SON, INC., a corporation licensed to do business in the State of Illinois, its officers, directors, shareholders, agents, representatives, employees, successors, assigns, individual and corporate affiliates, and attorneys ("Plaintiff"); Defendant, ERNIE LOBERG CONSTRUCTION CO., INC., an Illinois corporation, its officers, directors, shareholders, agents, representatives, employees, assigns, successors, individual and corporate affiliates and attorneys ("Ernie Loberg"); Defendant Burnham Park Animal Hospital, Ltd., an Illinois Corporation, its officers, directors, shareholders, agents, representatives, employees, assigns, successors, individual and corporate affiliates, ("Burnham Park").

RECITALS:

WHEREAS, Plaintiff filed a Complaint in the lawsuit known as Chicago Glass Block & Window v. Ernie Loberg Construction Co., Inc. and Defendant Burnham Park Animal Hospital, Ltd., filed in the Circuit Court of Cook County, Illinois, Municipal Department, First District, Case No. 95 M1 124511 (the "Litigation");

WHEREAS, Ernie Loberg filed an Answer and Cross Complaint on June 12, 1995;

WHEREAS, Burnham Park filed an Answer and Affirmative Defense on October 2, 1995;

WHEREAS, the parties to this Agreement have decided to

compromise and settle the Litigation, in order to avoid the burden and expense of protracted litigation.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated into this Agreement by reference, and the mutual premises set forth herein, the parties agree as follows:

A G R E E M E N T:

1. DISMISSAL OF LAWSUIT. Simultaneous with the execution and delivery of this Agreement, the parties shall execute and deliver a Stipulation To Dismiss The Lawsuit and, within seven (7) days after the execution and delivery of this Agreement, present the Stipulation To Dismiss to the Court with a motion asking the Court to enter an order dismissing the lawsuit as follows:

a. All of Plaintiff's claims against Ernie Loberg and Burnham Park are dismissed with prejudice.

b. All of Ernie Loberg's cross-claims against Burnham Park are dismissed without prejudice, and with full rights to pursue a set-off for the amount paid by Ernie Loberg pursuant to this Agreement, in the related lawsuit known as Inland Mechanical Service Corp., an Illinois Corporation, v. Ernie Loberg Construction Co., an Illinois Corporation, River Forest State Bank & Trust Co., as Trustee Under Trust #4013, and Madison Bank Trust Co., Case Number 95 CH 4093 filed in the Circuit Court of Cook County, County Department, Chancery Division, Mechanics' Lien Section.

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c. All of Burnham Park's cross claims against Ernie Loberg are dismissed without prejudice, and with full rights to pursue a set-off for the amount paid by Burnham Park pursuant to this Agreement, in the related lawsuit known as Inland Mechanical Service Corp., an Illinois Corporation, v. Ernie Loberg Construction Co., an Illinois Corporation, River Forest State Bank & Trust Co., as Trustee Under Trust #4013, and Madison Bank Trust Co., Case Number 95 CH 4093 filed in the Circuit Court of Cook County, County Department, Chancery Division, Mechanics' Lien Section.

2. Upon execution of this Agreement, Ernie Loberg will pay to Plaintiff the sum of \$1,500.00, in the form of a check.

3. Upon execution of this Agreement, Burnham Park will pay to Plaintiff the sum of \$1,500.00, in the form of a check.

4. RELEASE OF ERNIE LOBERG CONSTRUCTION AND BURNHAM PARK BY CHICAGO GLASS BLOCK. Plaintiff hereby releases and discharges Ernie Loberg, its shareholders, officers, directors, agents, employees and individual and corporate affiliates, and Burnham Park, its shareholders, officers, directors, agents employees and individual and corporate affiliates, of and from any and all claims, demands, damages, actions, causes of action, debts, sums of money and accounts, of every kind and nature, whether foreseen or unforeseen, contingent or actual, known or unknown, which Plaintiff has or may have arising from or relating to any matter whatsoever, including but not limited all matters alleged or which could have been alleged in the Litigation, provided, however, that nothing

contained herein shall be deemed a release of the obligations of Ernie Loberg and Burnham Park respectively as set forth in paragraphs 2 and 3 above.

5. REPRESENTATIONS AND WARRANTIES: The parties hereto represent and warrant that they have the authority to enter into this Agreement on behalf of the person or entity on whose behalf they sign.

6. This Settlement Agreement constitutes the entire agreement among the parties, and all prior negotiations and agreements are merged herewith.

7. This Settlement Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

8. All notices required to be given to the parties hereunder shall be sent to each as follows:

To Plaintiff: Chicago Glass Block & Window
2215 W. 47th Street
Chicago, Illinois 60609.

With a copy to: Jerome Feldman, Esq.
Feldman & Halprin
29 East Madison Street, Suite 503
Chicago, Illinois 60602

To Ernie Loberg: Ernie Loberg Construction Co.
1906 Techny Court
Northbrook, Illinois 60062

With a copy to: William R. Ver Huel, Esq.
2530 Crawford Avenue
Evanston, Illinois 60201

To Burnham Park: Dr. Lawrence M. Fox
8035 West Grand Avenue
River Grove, Illinois 60171

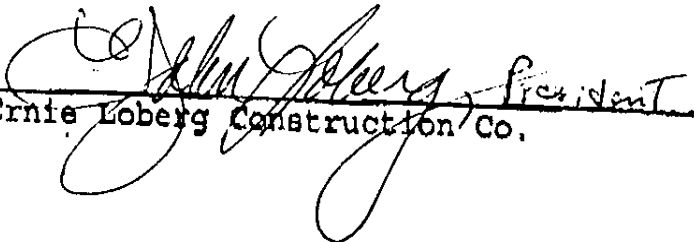
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With a copy to:

Philip L. Pomerance, Esq.
Alzheimer & Gray
10 South Wacker Drive, Suite 4000
Chicago, Illinois 60606

Chicago Glass Block & Window


Ernie Loberg Construction Co.

Burnham Park Animal Hospital, Ltd.

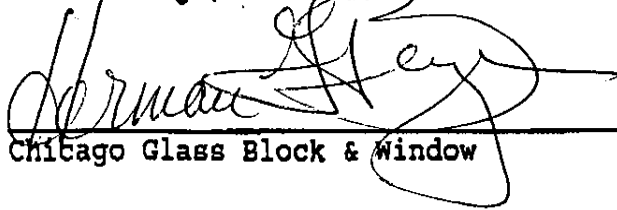
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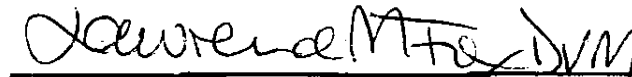
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With a copy to:

Philip L. Pomerance, Esq.
Alzheimer & Gray
10 South Wacker Drive, Suite 4000
Chicago, Illinois 60606


Chicago Glass Block & Window

Ernie Loberg Construction Co.


Burnham Park Animal Hospital, Ltd.

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LAW OFFICES

**ALTHEIMER
& GRAY**

(312) 715-4601

SUITE 4000
10 SOUTH WACKER DRIVE
CHICAGO, ILLINOIS 60606
(312) 715-4000

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February 5, 1996

VIA MESSENGER

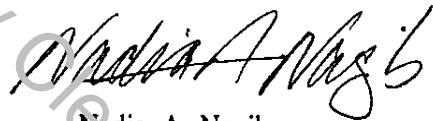
Jerome Feidman, Esq.
Feldman & Halprin
29 East Madison Street, Suite 503
Chicago, Illinois 60602

Re: Chicago Glass Block & Window v. Ernie Loberg Construction
Case No. 95 M1124511

Dear Mr. Feldman:

Enclosed is a signature page of the Settlement Agreement and Release, bearing the original signatures of your client and my client. I would very much appreciate it if you can obtain Ernie Loberg's original signature on the same page and send me a copy. Also enclosed is Burnham Park Animal Hospital, Ltd.'s check No. 1002 in the amount of \$ 1,500.00.

Very Truly Yours,



Nadia A. Nagib
For ALTHEIMER & GRAY

Enclosure

cc: Dr. Larry Fox
Philip L. Pomerance, Esq.
NAN04074.ltr

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

CHICAGO GLASS BLOCK & WINDOW,
a division of Peter BEyer &
Son, Inc., a corporation,
Plaintiff,

v.

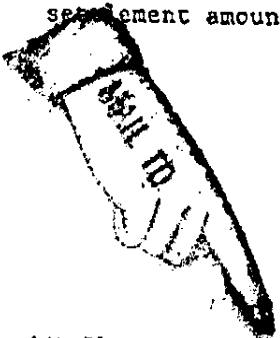
ERNIE LOBERG CONSTRUCTION CO., INC.,
an Illinois corporation, and BURNHAM
PARK ANIMAL HOSPITAL, LTD., an Illinois
corporation,
Defendants.

NO. 95 M1-124511

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AGREED ORDER

This matter having come before this Court upon the trial call and the Court having been advised in the premises that all matters in controversy having been resolved between the parties, and by agreement of the parties, it is hereby ordered that this matter be and is dismissed with prejudice as to Plaintiff's complaint and the cross complaints of the Defendants, Ernie Loberg Construction Co., Inc. and Burnham Park Animal Hospital, Ltd., are dismissed without prejudice. Further, that this Court shall retain jurisdiction of this matter in the event that any party fails to execute any necessary document or to pay the agreed settlement amount.



Atty No. 16692
Name Jerome Feldman
Attorney for Plaintiff
Address 29 East Madison, #503
City Chicago, Illinois 60602
Telephone 312/726-5190

ENTER: ENTERED
JAN 25 1996
AURELIA PUCINSKI
Clerk of the Circuit Court
Judge
Judge's No.

AURELIA PUCINSKI
~~MORRIS FINLEY~~, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

