

## Mutual Release and Settlement Agreement

This mutual release and settlement agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ between the Village of Homewood, Illinois, an Illinois Municipal Corporation (hereinafter the "Village") and Full Moon Development Inc "Owner").

WHEREAS, Owner, as the owner of record, owned, maintained and controlled the following property within the Village of Homewood:

The North 100 feet of that part of the West Half (1/2) of the SouthEast Quarter (1/4) of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the NorthEast corner of Lot One (1) in the subdivision of Lot 6 in the County Clerk's Division of the West Half (1/2) of the SouthEast Quarter (1/4) of said section according to Plat thereof recorded October 21, 1927, as Document Number 9616122, in Book 253 of Plats, Page 2; thence West along the North line of said Lot One (1), 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 346 feet; thence parallel with the North line of Lot One (1) aforesaid, 297 feet; thence South parallel with the West line of the SouthEast Quarter (1/4) of said section 346 feet to the place of beginning:

Excepting from said North 100 feet the South 16 feet of that part thereof lying West of the East 147 feet thereof; and

Excepting from said North 100 feet the North 31 feet of that part of the West Half (1/2) of the SouthEast Quarter (1/4) of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian bounded and described as follows: Beginning at the NorthEast corner of Lot One (1) in the subdivision of Lot Six (6) in the County Clerk's Division of the West Half (1/2) of the SouthEast Quarter (1/4) of said section according to Plat thereof recorded October 21, 1927, as Document Number 9816722 in Book 253 of Plats, Page 2; thence West along the North line of said Lot One (1) 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway 346 feet; thence East parallel with the North line of said Lot One (1); thence South parallel with the East line of the SouthEast Quarter (1/4) of said section, 346 feet to the place of beginning; and

Excepting the North 41.0 feet (except the South 16.0 feet of that part lying West of the East 147 feet) of that part of the West 1/2 of the SouthEast 1/4 of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the NorthEast corner of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West 1/2 of the NorthEast 1/4 of said section, according to the Plat thereof recorded October 21, 1927, as Document 9816722 in Book 253 of Plats, Page 2; thence West along the

North line of said Lot 1, 297.00 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 287.0 feet; thence East parallel with the North line of Lot 1 aforesaid, 297.0 feet; thence South parallel with the West line of the SouthEast 1/4 of said Section 31, 287.0 feet to the point of beginning, in Cook County, Illinois.

PI #29-31-409-075-0000

Common address: 18155 Dixie Highway, Homewood, Illinois, 60430

WHEREAS, the Village filed a complaint for demolition and other relief against Owner of the said property in Case 2023 M6 12516 alleging, among other things, that the property is vacant, dangerous, unsafe and being maintained in violation of the municipal code of the Village of Homewood and the laws of the State of Illinois; and;

WHEREAS, the parties desire to reach full and final settlement of the actions and all matters arising from the actions and have agreed to the settlement below and;

WHEREFORE, the parties agree as follows:

1. Village agrees to dismiss the above referenced lawsuit against all named Defendants with prejudice and without costs, pay the owner the sum of Seventeen Thousand Dollars (\$17,000.00) and release Owner from all existing municipal police power liens, fines and related claims that are claimed or could be claimed against Owner due to the condition and ownership of the property.

2. In consideration for the release of claims and dismissal of the lawsuit, Owner shall convey, in lieu of demolition, good and merchantable title, free of all liens and encumbrances, except taxes for the property located at 18155 Dixie Highway, Homewood, Illinois, 60430, 29-31-409-075-0000 to the Village of Homewood.

3. The Village of Homewood shall take the property condition "as is" and subject to any and all past present and future real estate taxes assessed against the property.

4. Both parties acknowledge that this settlement agreement shall not be construed as an admission of liability by any of the parties released.

6. This release and settlement agreement shall be construed under the laws of Illinois. This release and settlement agreement contains the entire agreement between the parties.

The parties have carefully read this release and settlement agreement and know the contents and sign of their own free act.

**VILLAGE OF HOMEWOOD**, an Illinois  
Municipal Corporation

\_\_\_\_\_  
Rich Hofeld, Village President

Dated: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Marilyn Thomas, Village Clerk

**FULL MOON DEVELOPMENT, INC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_