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## DESCRIPTION OF ATTACHED INSTRUMENT:

### AGREED FINAL JUDGMENT ORDER

CASE NAME: CITY OF CHICAGO, a municipal corporation v. JAMES T. PORTER ET AL.

CASE NO.: 03 L 50145

JURISDICTION: IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

PIN NO.: 08-36-104-001

ADDRESS: 527 Sell Road, Elk Grove Village IL 60007

MAR-14-2005 16:59

NEAL AND LEROY  
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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT - LAW DIVISION**

CITY OF CHICAGO, a municipal corporation,	)	
	)	
Plaintiff,	)	Case No. 03 L 50145
	)	
v.	)	
	)	Calendar: 3
JAMES T. PORTER, SANDRA PORTER,	)	
WILLIAM D. POWELL, GERALDINE POWELL,	)	Parcel No. 14
CUSTOMS BROKERS SUPPLY d/b/a C.B.S.	)	
MESSENGER SERVICE, INC., and UNKNOWN	)	Full Taking
OWNERS,	)	
	)	O'Hare Expansion Project
Defendants.	)	

**AGREED FINAL JUDGMENT ORDER**

Plaintiff, the City of Chicago, a municipal corporation, appears by its attorneys Mara S. Georges, Corporation Counsel of the City of Chicago, and Neal & Leroy, L.L.C., Special Assistant Corporation Counsel, and Defendants, James T. Porter, Sandra Porter, William D. Powell, Geraldine Powell and Customs Brokers Supply d/b/a C.B.S. Messenger Service, Inc., ("Defendants") appear by their attorneys, Ryan and Ryan. It being represented by Plaintiff and Defendants to the Court that the parties hereby agree to the entry of an Agreed Final Judgment Order as follows:

**THE COURT FINDS:**

1. The Complaint for Condemnation was filed on February 7, 2003. All parties defendant herein have been served with process in the manner and form provided for by statute, and all other parties have been duly served and being found as in cases of default;
2. Plaintiff has the authority to exercise the right of eminent domain; the property sought to be taken herein, as described in Exhibit "A" attached hereto (the "Subject Property"), is subject to the exercise of such right; and that such right is not being improperly exercised in these

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proceedings; All those parties non-defaulted which are interested in the Subject Property are before the Court, or have received due notice of this proceeding and have chosen not to appear, and the Court has jurisdiction of the Plaintiff, the Defendants, the Subject Property and the subject matter hereof, and this cause has not yet been set for hearing for the ascertainment of just compensation to be paid for taking of the Subject Property which real property is set forth in said Complaint for Condemnation.

**IT IS HEREBY ORDERED:**

3. Plaintiff and Defendants have obtained appraisals, and the parties through their respective attorneys have waived a jury trial.

4. By and through a Stipulation for Entry of An Agreed Final Judgment Order, (hereinafter "Stipulation"), the Parties have agreed on final just compensation in the total amount of **FOUR HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$495,000.00)** (hereinafter the "Compensation Award"), which represents the final just compensation for the taking of the Subject Property, inclusive of all irremovable equipment and permanent fixtures. A true and accurate copy of the Stipulation is attached hereto as Exhibit "B".

5. Further through Stipulation, Plaintiff and Defendants agree that the Compensation Award be paid by Plaintiff herein to Defendants and all other interested non-defaulted parties, for the fee simple title thereto, including full and final compensation and satisfaction of all claims by Defendants and all other interested non-defaulted parties for damages, takings, costs and claims arising out of or resulting from Plaintiff's Complaint and acquisition of the Subject Property, excluding claims for reimbursement of relocation costs and other relocation claims.

**UNOFFICIAL COPY****IT IS FURTHER ORDERED:**

6. By and through the Stipulation, the parties have agreed that within thirty (30) days from entry of this Agreed Final Judgment Order, Plaintiff shall cause the Compensation Award to be deposited with the Cook County Treasurer. Following deposit of the Condemnation Award, Defendants may immediately withdraw the Compensation Award less the sum of **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)**.

7. Upon deposit of the Compensation Award with the Cook County Treasurer as aforesaid, the Plaintiff shall thereby be vested with fee simple absolute title to the Subject Property.

8. The Parties hereto agree that Plaintiff shall allow the Defendants to remain in possession of the subject property rent-free, until June 30<sup>th</sup>, 2005. Defendants waive the ninety (90) day Notice for Possession under the Uniform Relocation and Assistance Act. Defendants shall indemnify Plaintiff for any liability directly caused by Defendants' continued possession of the Subject Property after deposit of the Compensation Award. Defendants shall pay all utilities during its continued possession and maintain all existing insurance coverage, including but not limited to general liability insurance and all risk property damage insurance in the minimum amount of **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)**. Plaintiff must be named as an additional insured on the general liability policy and loss payee on the property damage policy. An original copy of the Certificate of Insurance evidencing the referenced coverage must be tendered to Plaintiff upon deposit of the Compensation Award. Defendants' insurance as detailed herein shall be primary with respect to any liability or loss associated with the Subject Property during the Term of Possession.

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9. By and through Stipulation, the parties have agreed that the sum of **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** of the Compensation Award shall remain on deposit with the Cook County Treasurer.

**IT IS FURTHER ORDERED:**

10. By and through Stipulation, the Parties agree that Defendants are to tender possession of the Subject Property, free and clear of all tenancies and personal property, no later than June 30<sup>th</sup>, 2005.

11. Further through Stipulation, the Parties hereto agree that prior to Defendants' transfer of possession, the Subject Property shall be free and clear of all tenancies. Possession shall be deemed to have been properly delivered when Defendant has completely vacated the Subject Property and delivered all of the Subject Property's keys to Plaintiff or Plaintiff's designated agent in accordance with the terms of the Stipulation. Plaintiff, acting by and through its designated representative shall have the right to inspect the Subject Property within forty-eight (48) hours prior to Defendants' tender of possession in order to verify that all personal property has been removed from the Subject Property and the Subject Property is free and clear of all debris. If possession is properly delivered on a timely basis, Defendants may withdraw the remaining **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** on deposit with the County Treasurer.

12. In the event Defendants fail to tender possession of the Subject Property ~~within ninety (90) days from the entry of the Agreed Final Judgment Order~~ *by June 30<sup>th</sup> 2005*, a per diem penalty of **FIVE HUNDRED AND NO/100 DOLLARS (\$500.00)** shall be assessed for each day Defendants retain possession of the Subject Property after said date. Plaintiff shall be entitled to withdraw said amount from the County Treasurer.

**IT IS FURTHER ORDERED:**

13. That this Court shall retain jurisdiction of the above-entitled cause for purposes of issuing a Writ of Assistance to put Plaintiff in possession of the Subject Property pursuant to the terms and conditions contained herein or to enforce the terms of this Order or the terms of the Stipulation for Entry of Agreed Final Judgment Order entered into by the parties.

14. The Court finds that there is no just reason for delaying the enforcement of said judgment. The parties hereto agree not to appeal this judgment.

DATED: \_\_\_\_\_

ENTERED: \_\_\_\_\_

COOK COUNTY CLERK

MAR 21 2005

*[Signature]*  
\_\_\_\_\_  
Judge No.

**APPROVED:**

Plaintiff

**CITY OF CHICAGO, a municipal corporation**

Defendants

**JAMES T. PORTER, SANDRA PORTER, WILLIAM D. POWELL, GERALDINE POWELL, CUSTOMS BROKERS SUPPLY db/a C.B.S., MESSENGER SERVICE, INC.**

By: *[Signature]*  
\_\_\_\_\_  
One of Its Attorneys

By: *[Signature]*  
\_\_\_\_\_  
One of Their Attorneys

Mara S. Georges - Corporation Counsel  
City of Chicago, Law Department  
121 N. La Salle, Suite 600  
Chicago Illinois 60602  
Langdon D. Neal  
Thomas W. Goedert  
Nicole L. Castillo  
Neal & Leroy, L.L.C. - Special Assistant Corporation Counsel  
203 North LaSalle Street - Suite 2300  
Chicago, Illinois 60601  
(312) 641-7144  
Attorney No. 41560

AGREED BY: *[Signature]*  
\_\_\_\_\_  
William Powell

**EXHIBIT A**

Address: 527 Sell Road, Elk Grove Village, IL 60007

PIN: 08-36-104-001-0000

Parcel: 14

Legal Description: LOT 1 IN BLOCK 4 IN ELK GROVE HIGH VIEWS, BEING A SUBDIVISION OF ALL THAT PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 36 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF HIGGINS ROAD EXCEPT WEST 260 FEET THEREOF; ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office