

# UNOFFICIAL COPY



Doc#: 0710710054 Fee: \$60.50  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 04/17/2007 12:23 PM Pg: 1 of 19

Property of Cook County Clerk's Office

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

DEPARTMENT OF TRANSPORTATION,	)	CALENDAR 1
STATE OF ILLINOIS,	)	
	)	NO. 03 L 050209
Plaintiff,	)	
	)	CONDEMNATION
vs.	)	
	)	PARCEL 0ED 1127 DED
BERNICE PARTNERS; FIRST NATIONAL BANK)	)	PARCEL 0ED 1127 TE-A
OF ILLINOIS; AMARI & LOCALLO; AAT )	)	PARCEL 0ED 1127 TE-B
COMMUNICATIONS CORPORATION; PRINTING )	)	PARCEL 0ED 1127 TE-C
POINT; FOLLMAR SERVICE; PORTS OF CALL)	)	
TRAVEL, an Illinois corporation;	)	JOB NO. R90-010-01
GOLDEN BRUSH PAINTING CO., an )	)	
Illinois corporation;	)	
LAMAR ADVERTISING COMPANY; C&G SIGN )	)	
CORP., AN ILLINOIS CORPORATION; KAY )	)	
CORPORATION; ELIZABETH GILLEY,	)	
DENNIS GILLEY AKA DENNIS C. GILLEY,	)	
JUDY GILLEY, JOHN GILLEY, MARY ANN )	)	
CARLSTEAD, H. CHRIS CARLSTEAD, JR., )	)	
LESLIE CARLSTEAD, THOMAS CARLSTEAD, )	)	
and UNKNOWN OWNERS, generally,	)	
	)	
Defendants.	)	

**FINAL JUDGMENT ORDER**

This matter coming on to be heard on the Complaint For  
Condemnation, as amended, of plaintiff DEPARTMENT OF

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TRANSPORTATION, STATE OF ILLINOIS, for the ascertainment of the just compensation for taking by plaintiff of property sought to be taken for public purposes as set forth in the Complaint For Condemnation, the First Amendment To Complaint For Condemnation, the Second Amendment To Complaint For Condemnation, the Third Amendment To Complaint For Condemnation, and the Fourth Amendment To Complaint For Condemnation, and on Plaintiff's Motion For Entry Of Final Judgment Order By Stipulation;

And plaintiff DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, appearing by LISA MADIGAN, Attorney General of the State of Illinois, and Mark A. Spadaro, Special Assistant Attorney General;

And defendant BERNICE PARTNERS appearing by its attorneys William E. Ryan and Timothy J. Ryan of Ryan and Ryan;

And defendants C&G SIGN CORP. AN ILLINOIS CORPORATION, KAY CORPORATION, ELIZABETH GILLEY, DENNIS GILLEY AKA DENNIS C. GILLEY, JUDY GILLEY, JOHN GILLEY, MARY ANN CARLSTEAD, H. CHRIS CARLSTEAD, JR., LESLIE CARLSTEAD, and THOMAS CARLSTEAD appearing by their attorney Stephen A. Viz of Figliulo & Silverman, P.C.;

And it appearing to the Court that all defendants to this proceeding have been served by process as provided by statute, have entered their appearances, have been defaulted, or have filed a disclaimer of interest, and that the Court has jurisdiction of the subject matter of this proceeding and of all parties thereto;

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And it further appearing to the Court that due notice of this hearing has been given, and that the demand for trial by jury has been waived by the plaintiff and all defendants hereto, and the Court having considered the Stipulation Of Settlement And For Entry Of Final Judgment Order, the Complaint For Condemnation, the First, Second, Third, and Fourth Amendments To Complaint For Condemnation, and the record, and being fully advised in the premises, finds and adjudges the just compensation for the property taken and damaged as follows:

To the owner or owners of and party or parties interested in the following:

Parcel OED 1127 DED, legally described in Amended Exhibit "1" attached at page 4 to this Order,

Parcel OED 1127 TE-A, legally described in Exhibit "2" attached at page 5 to this Order,

Parcel OED 1127 TE-B, legally described in Exhibit "3" attached at page 6 to this Order,

Parcel OED 1127 TE-C, legally described in Exhibit "4" attached at page 7 to this Order,

Easement Agreement dated June 29, 1979 made by First National Bank of Lansing, as Trustee under Trust No. 2321 dated April 13, 1970, to defendant KAY CORPORATION recorded July 9, 1979 as Cook County Recorder's Document No. 25040905, identified as Exhibit "5" attached at pages 8A-8B to this Order, and,

Assignment of Easement dated May 11, 2000 made by defendant KAY CORPORATION to defendant C&G SIGN CORP., identified as Exhibit "6" attached at page 9 to this Order,

as full and final just compensation for plaintiff taking a perpetual easement in Parcel OED 1127 DED, legally described in

**UNOFFICIAL COPY**

DEPARTMENT OF TRANSPORTATION,  
STATE OF ILLINOIS  
vs. BERNICE PARTNERS, et al.  
CASE NO. 03 L 050209  
FINAL JUDGMENT ORDER

Owner: Bernice Partners  
Route: FAI 80 (I-80/I-94)  
Section:  
County: Cook  
Job No.: R-90-010-01  
Parcel No.: 0ED1127DED  
Station 5+902.879 To Station 6+008.506  
Index No.: 30-30-304-012, 30-30-304-013  
30-30-400-005

Parcel 0ED1127DED

That part of the Southwest quarter of Section 30, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at the intersection of the east line of the West 1133.00 feet of the Northeast quarter of said Southwest quarter with the North Right of Way line of Interstate 80/94 as dedicated by the Plat of Dedication recorded as Document No. 14989647; thence on an assumed bearing of North 00 degrees 40 minutes 08 seconds West, on said east line, 16.97 feet; thence North 89 degrees 06 minutes 39 seconds East, 131.63 feet to a 5/8" rebar with an allied cap stamped "State of Illinois Division of Highways Right of Way corner PLS 2630"; thence North 87 degrees 28 minutes 49 seconds East, 215.03 feet to the Southwest Right of Way line of the Chicago, St. Louis and Pittsburgh Railroad, and to a 5/8" rebar with an allied cap stamped "State of Illinois Division of Highways Right of Way corner PLS 2630"; thence South 38 degrees 36 minutes 22 seconds East, on said Southwest Right of Way line, 16.50 feet to said North Right of Way line of Interstate 80/94; thence South 87 degrees 29 minutes 57 seconds West, on said North Right of Way line, 357.88 feet to the point of beginning.

Said parcel containing 0.113 acre, more or less.

March 20, 2003

20012322\par0ED1127DED

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DEPARTMENT OF TRANSPORTATION,  
STATE OF ILLINOIS  
vs. BERNICE PARTNERS; et al.  
CASE NO. 03 L 050209  
FINAL JUDGMENT ORDER

Owner: Bernice Partners  
Route: FAI 80 (I-80/I-94)  
Section:  
County: Cook  
Job No.: R-90-010-01  
Parcel No.: OED1127TE-A  
Station 5+902.877 To Station 5+919.113  
Index No.: 30-30-304-012, 30-30-304-013  
30-30-400-005

Parcel OED1127TE-A

That part of the Southwest quarter of Section 30, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing at the intersection of the east line of the West 1133.00 feet of the Northeast quarter of said Southwest quarter with the North Right of Way line of Interstate 80/94 as dedicated by the Plat of Dedication recorded as Document No. 14989647; thence on an assumed bearing of North 00 degrees 40 minutes 08 seconds West, on said east line, 16.97 feet to the point of beginning; thence continuing North 00 degrees 40 minutes 08 seconds West, on said east line, 23.00 feet; thence North 89 degrees 06 minutes 39 seconds East, 53.27 feet; thence South 00 degrees 53 minutes 21 seconds East, 23.00 feet; thence South 89 degrees 06 minutes 39 seconds West, 53.36 feet to the point of beginning.

Said parcel containing 0.028 acre, more or less.

February 19, 2002

20012322\parOED1127TE-A

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DEPARTMENT OF TRANSPORTATION,  
STATE OF ILLINOIS  
vs. BERNICE PARTNERS; et al.  
CASE NO. 03 L 050209  
FINAL JUDGMENT ORDER

Owner: Bernice Partners  
Route: FAI 80 (I-80/I-94)  
Section:  
County: Cook  
Job No.: R-90-010-01  
Parcel No.: 0ED1127TE-B  
Station 5+929.865 To Station 5+942.971  
Index No.: 30-30-304-012, 30-30-304-013  
30-30-400-005

Parcel 0ED1127TE-B

That part of the Southwest quarter of Section 30, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing at the intersection of the east line of the West 1133.00 feet of the Northeast quarter of said Southwest quarter, with the North Right of Way line of Interstate 80/94 as dedicated by the Plat of Dedication recorded as Document No. 14989647; thence on an assumed bearing of North 00 degrees 40 minutes 08 seconds West, on said east line, 16.97 feet; thence North 89 degrees 06 minutes 39 seconds East, 88.63 feet to the point of beginning; thence North 00 degrees 53 minutes 21 seconds West, 23.00 feet; thence North 89 degrees 06 minutes 39 seconds East, 43.00 feet; thence South 00 degrees 53 minutes 21 seconds East, 23.00 feet; thence South 89 degrees 06 minutes 39 seconds West, 43.00 feet to the point of beginning.

Said parcel containing 0.023 acre, more or less.

February 19, 2002

20012322\par0ED1127TE-B

COOK COUNTY CLERK'S OFFICE  
FEB 19 2002  
PLATS & LEGALS



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DEPARTMENT OF TRANSPORTATION,  
STATE OF ILLINOIS  
vs. BERNICE PARTNERS; et al.  
CASE NO. 03 L 050209  
FINAL JUDGMENT ORDER

Owner: Bernice Partners  
Route: FAI 80 (I-80/I-94)  
Section:  
County: Cook  
Job No.: R-90-010-01  
Parcel No.: 0ED1127TE-C  
Station 5+951.699 To Station 5+967.844  
Index No.: 30-30-304-012, 30-30-304-013  
30-30-400-005

Parcel 0ED1127TE-C

That part of the Southwest quarter of Section 30, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing at the intersection of the Southwest Right of Way line of former Chicago, St. Louis and Pittsburgh Railroad with the North Right of Way line of Interstate 80/94 as dedicated by the Plat of Dedication recorded as Document No. 14989647; thence on an assumed bearing of North 38 degrees 36 minutes 22 seconds West, on said Southwest Right of Way line, 16.50 feet; thence South 87 degrees 28 minutes 49 seconds West, 133.05 feet to the point of beginning; thence continuing South 87 degrees 28 minutes 49 seconds West, 53.00 feet; thence North 02 degrees 31 minutes 11 seconds West, 13.00 feet; thence North 87 degrees 28 minutes 49 seconds East, 53.00 feet; thence South 02 degrees 31 minutes 11 seconds East, 13.00 feet to the point of beginning.

Said parcel containing 0.016 acre, more or less.

February 19, 2002

20012322\par0ED1127TE-C

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PLATS ALLEGANS



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DEPARTMENT OF TRANSPORTATION,  
STATE OF ILLINOIS  
vs. BERNICE PARTNERS; et al.  
CASE NO. 03 L 050209  
FINAL JUDGMENT ORDER

25 040 905

EASEMENT AGREEMENT

WHEREAS, the FIRST NATIONAL BANK OF LANSING, as Trustee under Trust No. 2321 dated April 13, 1970, agree by the execution of this document to grant an easement to the KAY CORPORATION, a corporation organized and existing under the Statutes of the State of Illinois; and

WHEREAS, the parties hereto agree that the terms thereof should be set forth in writing.

NOW THEREFORE, the FIRST NATIONAL BANK OF LANSING, as Trustee under Trust No. 2321 dated April 13, 1970, hereinafter referred to as "Grantor" and the KAY CORPORATION, an Illinois corporation, hereinafter referred to as the "Grantee" agree as follows:

1. The easement in question shall cover the following parcel of real estate legally described as follows:

That part of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 36 North, Range 15 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the Northerly right-of-way line of the Tri-State Highway and the East line of the West 1138 feet of the Northeast 1/4 of the Southwest 1/4 of said Section 30; thence Northerly on the last described line, a distance of 50.00 feet to a point; thence Easterly on a line parallel with the North right-of-way line of said Tri-State Highway, a distance of 25.00 feet to a point on a line 1158 feet East of and parallel with the West line of the Northeast 1/4 of the Southwest 1/4 of said Section 30; thence Southerly on the last described line, a distance of 50.00 feet to a point on the North right-of-way line of said Tri-State Highway; thence Westerly on the last described line, a distance of 25.00 feet to the point of beginning.

ALL IN COOK COUNTY, ILLINOIS (Containing 1,012 sq. ft.)

2. The purpose of this easement agreement shall be to permit the Grantee to maintain in perpetuity a sign board



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already constructed on the easement described in Paragraph One hereof.

3. In the event the sign board heretofore constructed on the easement aforesaid shall no longer be used for the maintenance of a sign board or similar structure for a period in excess of 30 days, then the easement granted herein shall end and revert to the owner of the fee.

4. The Grantor hereunder agrees that no building nor any sign board shall be erected on the first 50 feet north of the north line of the Tri-State Highway (also referred to as the Illinois Toll Road) which will in any way exceed 25 feet in height.

5. The parties hereto understand that the easement agreement herein shall be recorded with the Recorder of Deeds or registered with the Registrar of Titles, whichever shall be appropriate under the circumstances.

DATED: June 29, 1979

FIRST NATIONAL BANK OF LANSING,  
as Trustee under Trust No. 2321  
dated April 14, 1970.

BY: *Thomas C. Cornwell*  
Thomas C. Cornwell  
Vice President & Trust Officer

(S E A L)

1979 JUL 9 PM 1:28

JUL 9 1979 6:18 658

KAY CORPORATION, an Illinois Corporation

BY: *Marshall P. Clouston*  
President

Attest: *Marshall P. Clouston*  
Secretary



THIS INSTRUMENT WAS PREPARED BY:  
George D. GILLEY & WALBERG, LTD.  
525 East 52nd Street, Holland, MI 49423

100 MAIL

RECORDED 40905

This instrument is executed by FIRST NATIONAL BANK OF LANSING, Michigan, for purposes and solely as trustee, as aforesaid. All the covenants and conditions herein are intended to be performed by the FIRST NATIONAL BANK OF LANSING, Michigan, and are not intended to be performed by any other person or entity. The FIRST NATIONAL BANK OF LANSING, Michigan, is a corporation organized under the laws of the State of Michigan and is duly licensed to do business in the State of Michigan. The FIRST NATIONAL BANK OF LANSING, Michigan, is a member of the Federal Reserve System and is a member of the Federal Deposit Insurance Corporation. The FIRST NATIONAL BANK OF LANSING, Michigan, is a member of the National Automated Clearing House Association and is a member of the National Automated Clearing House Association's Automated Clearing House. The FIRST NATIONAL BANK OF LANSING, Michigan, is a member of the National Automated Clearing House Association's Automated Clearing House. The FIRST NATIONAL BANK OF LANSING, Michigan, is a member of the National Automated Clearing House Association's Automated Clearing House.

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DEPARTMENT OF TRANSPORTATION,  
STATE OF ILLINOIS  
vs. BERNICE PARTNERS; et al.  
CASE NO. 03 L 050209  
FINAL JUDGMENT ORDER

## ASSIGNMENT OF EASEMENT

In consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Kay Corporation, an Illinois corporation, assigns to C&G Sign Corp., an Illinois corporation, all of its rights, duties, and obligations under a certain EASEMENT AGREEMENT dated June 29, 1979 by and between the First National Bank of Lansing, as Trustee under Trust No. 2321 dated April 13, 1970, which had been recorded in the Office of the Cook County Recorder of Deeds on July 9, 1979 as Document No. 25040905, concerning the creation of an easement on a parcel of land located in Lansing, Illinois and as is legally described therein, for the purpose of "maintenance of a sign board or similar structure" and other burdens as are set forth in the aforesaid EASEMENT AGREEMENT.

C&G Sign Corp. accepts this assignment and accepts all of Kay Corporation's rights, duties and obligations pursuant to the aforesaid assigned EASEMENT AGREEMENT.

Dated: May 11, 2000

ASSIGNOR:  
KAY CORPORATION, an Illinois corporation

ASSIGNEE:  
C&G Sign Corp.

By:   
H. Chris Carlstead, Jr.-President

By:   
Dennis C. Gilley-President

Attest:   
Dennis C. Gilley-Secretary

Attest:   
H. Chris Carlstead, Jr.-Secretary

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Amended Exhibit "1" attached heretofore, and for any diminution in value to the property within and outside of the perpetual easement area of said Parcel 0ED 1127 DED due to impressment of the perpetual easement, and for any costs to cure; and for plaintiff taking temporary easements in Parcel 0ED 1127 TE-A, legally described in Exhibit "2" attached heretofore, Parcel 0ED 1127 TE-B, legally described in Exhibit "3" attached heretofore, and Parcel 0ED 1127 TE-C, legally described in Exhibit "4" attached heretofore, and for any diminution in value of the property within and outside of the temporary easement areas of said Parcel 0ED 1127 TE-A, said Parcel 0ED 1127 TE-B, and said Parcel 0ED 1127 TE-C due to impressment of the temporary easements, and for plaintiff taking and any and all damages to the right, title, interest, and property under Easement Agreement dated June 29, 1979 made by First National Bank of Lansing, as Trustee under Trust No. 2321 dated April 13, 1970, to defendant KAY CORPORATION recorded July 9, 1979 as Cook County Recorder's Document No. 25040905, identified as Exhibit "5" attached heretofore, and Assignment of Easement dated May 11, 2000 made by defendant KAY CORPORATION to defendant C&G SIGN CORP., identified as Exhibit "6" attached heretofore, and for plaintiff taking a perpetual easement in the property covered by said Easement Agreement and said Assignment of Easement within said Parcel 0ED 1127 DED, and for any diminution in value to the property covered by said Easement Agreement and said Assignment of



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Easement within and outside of the perpetual easement area of said Parcel 0ED 1127 DED due to impressment of the perpetual easement, and for plaintiff taking a temporary easement in the property covered by said Easement Agreement and said Assignment of Easement within said Parcel 0ED 1127 TE-A, said Parcel 0ED 1127 TE-B, and said Parcel 0ED 1127 TE-C, and for any diminution in value to the property covered by said Easement Agreement and said Assignment of Easement within and outside of the temporary easement areas of said Parcel 0ED 1127 TE-A, said Parcel 0ED 1127 TE-B, and said Parcel 0ED 1127 TE-C 0ED 1127 DED due to impressment of the temporary easements, by right of eminent domain for the public use and purposes as set forth in the Complaint For Condemnation, and the First, Second, Third, and Fourth Amendments To Complaint For Condemnation, and the record in this case, the total sum of \$171,500.00;

And it further appearing to the Court that by Agreed Order entered on December 23, 2003 upon quick-take proceeding and hearing of Plaintiff's Motion For Immediate Vesting Of Title in plaintiff to said Parcel 0ED 1127 DED, said Parcel 0ED 1127 TE-A, said Parcel 0ED 1127 TE-B, and said Parcel 0ED 1127 TE-C, the total amount constituting preliminary just compensation was determined to be \$47,500.00 for plaintiff taking a perpetual easement to said Parcel 0ED 1127 DED, and for any diminution in value to the property within and outside of the perpetual easement area of said Parcel

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0ED 1127 DED due to impressment of the perpetual easement, and for any costs to cure; and for plaintiff taking temporary easements in said Parcel 0ED 1127 TE-A, said Parcel 0ED 1127 TE-B, and said Parcel 0ED 1127 TE-C, and for any diminution in value of the property within and outside of the temporary easement areas of said Parcel 0ED 1127 TE-A, said Parcel 0ED 1127 TE-B, and said Parcel 0ED 1127 TE-C due to impressment of the temporary easements; that on January 29, 2004, plaintiff deposited with the Cook County Treasurer the money preliminarily found to be just compensation; that by Order Vesting Title entered on April 12, 2004, plaintiff was vested with a perpetual easement in said Parcel 0ED 1127 DED and temporary easements in said Parcel 0ED 1127 TE-A, said Parcel 0ED 1127 TE-B, and said Parcel 0ED 1127 TE-C, and plaintiff was authorized to take immediate possession of said property; wherefore:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the sum of ONE HUNDRED SEVENTY ONE THOUSAND FIVE HUNDRED AND NO/100 (\$171,500.00) DOLLARS is the full and final just compensation to the owner or owners of and party or parties interested in said Parcel 0ED 1127 DED, legally described in Amended Exhibit "1" attached heretofore, said Parcel 0ED 1127 TE-A, legally described in Exhibit "2" attached heretofore, said Parcel 0ED 1127 TE-B, legally described in Exhibit "3" attached heretofore, said Parcel 0ED 1127 TE-C, legally described in Exhibit "4" attached

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heretofore, said Easement Agreement identified as Exhibit "5" attached heretofore, and said Assignment of Easement identified as Exhibit "6" attached heretofore, for plaintiff taking a perpetual easement in said Parcel OED 1127 DED, legally described in Amended Exhibit "1" attached heretofore, and for any diminution in value to the property within and outside of the perpetual easement area of said perpetual easement due to impressment of the perpetual easement, and for any costs to cure, for plaintiff taking a temporary easement in said Parcel OED 1127 TE-A, legally described in Exhibit "2" attached heretofore, for plaintiff taking a temporary easement in said Parcel OED 1127 TE-B, legally described in Exhibit "3" attached heretofore, and for plaintiff taking a temporary easement in said Parcel OED 1127 TE-C, legally described in Exhibit "4" attached heretofore, and for any diminution in value within and outside of the temporary easement areas of said Parcel OED 1127 TE-A, said Parcel OED 1127 TE-B, and said Parcel OED 1127 TE-C due to impressment of the temporary easements, and for plaintiff taking and any and all damages to the right, title, interest, and property under Easement Agreement dated June 29, 1979 made by First National Bank of Lansing, as Trustee under Trust No. 2321 dated April 13, 1970, to defendant KAY CORPORATION recorded July 9, 1979 as Cook County Recorder's Document No. 25040905, identified as Exhibit "5" attached heretofore, and Assignment of Easement dated May 11, 2000 made by defendant KAY CORPORATION to



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defendant C&G SIGN CORP., identified as Exhibit "6" attached heretofore, and for plaintiff taking a perpetual easement in the property covered by said Easement Agreement and said Assignment of Easement within said Parcel 0ED 1127 DED, and for any diminution in value to the property covered by said Easement Agreement and said Assignment of Easement within and outside of the perpetual easement area of said Parcel 0ED 1127 DED due to impressment of the perpetual easement, and for plaintiff taking a temporary easement in the property covered by said Easement Agreement and said Assignment of Easement within said Parcel 0ED 1127 TE-A, said Parcel 0ED 1127 TE-B, and said Parcel 0ED 1127 TE-C, and for any diminution in value to the property covered by said Easement Agreement and said Assignment of Easement within and outside of the temporary easement areas of said Parcel 0ED 1127 TE-A, said Parcel 0ED 1127 TE-B, and said Parcel 0ED 1127 TE-C 0ED 1127 DED due to impressment of the temporary easements, and for the taking by plaintiff of said real property by right of eminent domain and any and all damages, and judgment is hereby entered accordingly.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that interest shall not be due nor paid by plaintiff under 735 ILCS 5/2-1303; that interest shall not be due nor paid by plaintiff under 735 ILCS 5/7-108; that interest shall not be due nor paid by plaintiff under any other statute or provision; and that the parties shall each bear their own attorney's fees, expenses, and costs.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Order Vesting Title entered on April 12, 2004 is confirmed; that plaintiff is vested with a perpetual easement in said Parcel 0ED 1127 DED, legally described in Amended Exhibit "1" attached heretofore, that plaintiff is vested with a temporary easement in said Parcel 0ED 1127 TE-A, legally described in Exhibit "2" attached heretofore, that plaintiff is vested with a temporary easement in said Parcel 0ED 1127 TE-B, legally described in Exhibit "3" attached heretofore, and that plaintiff is vested with a temporary easement in said Parcel 0ED 1127 TE-C, legally described in Exhibit "4" attached heretofore, and that plaintiff is further vested with a perpetual easement in the property covered by said Easement Agreement, identified as Exhibit "5" attached heretofore, and said Assignment of Easement, identified as Exhibit "6" attached heretofore, within said Parcel 0ED 1127 DED, legally described in Amended Exhibit "1" attached heretofore, and plaintiff is vested with temporary easements in the property covered by said Easement Agreement and said Assignment of Easement within said Parcel 0ED 1127 TE-A, legally described in Exhibit "2" attached heretofore, said Parcel 0ED 1127 TE-B, legally described in Exhibit "3" attached heretofore, and said Parcel 0ED 1127 TE-C, legally described in Exhibit "4" attached heretofore, and that plaintiff is authorized and empowered to be in possession and use of said property;

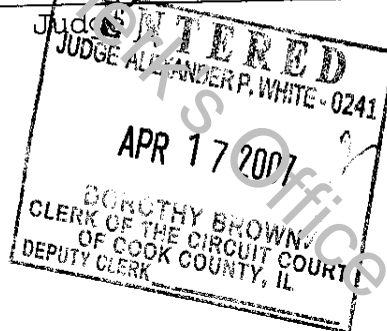
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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff having heretofore deposited preliminary just compensation of \$47,500.00 with the Cook County Treasurer shall deposit with the Cook County Treasurer within ninety (90) days of this judgment the additional sum of ONE HUNDRED TWENTY FOUR THOUSAND AND NO/100 (\$124,000.00) DOLLARS representing the stipulated balance due in excess of the amount of preliminary just compensation previously deposited by plaintiff for the payment by plaintiff of the full and final just compensation adjudged herein. Upon deposit of said sum plaintiff shall be entitled to the immediate entry of an order of satisfaction and release of judgment.

\_\_\_\_\_, 2007



Attorney No. 11110  
 Mark A. Spodoro  
 Special Assistant Attorney General  
 111 East Wacker Drive, Suite 2600  
 Chicago, Illinois 60601  
 (312) 251-9700



**UNOFFICIAL COPY****STIPULATED AND AGREED TO:**

DEPARTMENT OF TRANSPORTATION,  
STATE OF ILLINOIS, Plaintiff,

By: Mark A. Spadaro  
Mark A. Spadaro  
Special Assistant Attorney General  
111 East Wacker Drive, Suite 2600  
Chicago, Illinois 60601  
(312) 251-9700  
Attorney No. 11110

Dated: 4-10-07

BERNICE PARTNERS, Defendant,

By: \_\_\_\_\_  
William E. Ryan, Esq.  
Timothy J. Ryan, Esq.  
Ryan and Ryan  
33 N. Dearborn Street, Suite 1530  
Chicago, Illinois 60602  
(312) 236-1386  
Attorney No. 36903

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

C&G SIGN CORP., AN ILLINOIS CORPORATION, KAY CORPORATION, ELIZABETH GILLEY, DENNIS GILLEY AKA DENNIS C. GILLEY, JUDY GILLEY, JOHN GILLEY, MARY ANN CARLSTEAD, H. CHRIS CARLSTEAD, JR., LESLIE CARLSTEAD, and THOMAS CARLSTEAD, Defendants,

By: Stephen A. Viz  
Stephen A. Viz, Esq.  
Figliulo & Silverman, P.C.  
10 S. LaSalle Street, Suite 3600  
Chicago, Illinois 60603  
(312) 251-4600  
Attorney No. 34435

Dated: 3/29/07

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STIPULATED AND AGREED TO:

DEPARTMENT OF TRANSPORTATION,  
STATE OF ILLINOIS, Plaintiff,

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Mark A. Spadaro  
Special Assistant Attorney General  
111 East Wacker Drive, Suite 2600  
Chicago, Illinois 60601  
(312) 251-9700  
Attorney No. 11110

BERNICE PARTNERS, Defendant,

By: \_\_\_\_\_  
William E. Ryan, Esq.  
Timothy J. Ryan, Esq.  
Ryan and Ryan  
33 N. Dearborn Street, Suite 1530  
Chicago, Illinois 60602  
(312) 236-1386  
Attorney No. 36903

Dated: 4-8-07

Bernice Partners

By: \_\_\_\_\_  
*[Signature]*

C&G SIGN CORP., AN ILLINOIS CORPORATION, KRY CORPORATION, ELIZABETH GILLEY, DENNIS GILLEY AKA DENNIS C. GILLEY, JUDY GILLEY, JOHN GILLEY, MARY ANN CARLSTEAD, H. CHRIS CARLSTEAD, JR., LESLIE CARLSTEAD, and THOMAS CARLSTEAD, Defendants,

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Stephen A. Vitz, Esq.  
Figliulo & Silverman, P.C.  
10 S. LaSalle Street, Suite 3600  
Chicago, Illinois 60603  
(312) 251-4600  
Attorney No. 34435

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