

# UNOFFICIAL COPY

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

COUNTY OF COOK, a body politic and  
corporate of the State of Illinois,

Plaintiff,

v.

85 SOUTH BUFFALO GROVE, LLC, a Delaware  
Limited Liability Company, LOU MALNATI'S  
PIZZERIA, MALNATI ORGANIZATION, COOK  
COUNTY TREASURER, UNKNOWN OWNERS  
AND NON-RECORDED CLAIMANTS,

Defendants.

Case No. 16 L 050803

Condemnation  
Parcel No. 0KR0030 & TE

JURY DEMAND

### AGREED FINAL JUDGMENT ORDER

This matter coming on to be heard upon the Complaint for Condemnation filed by Plaintiff, the County of Cook ("Plaintiff" or "County"), for the ascertainment of just compensation to be paid by Plaintiff for the taking of property for public purposes has appeared through its attorney, Kimberly M. Foxx, State's Attorney of Cook County, by Alvin Portis, assistant State's Attorney. Defendant, 85 South Buffalo Grove LLC ("Owner") has appeared by its attorney, Law Office of Bryan P. Lynch, P.C. Unknown Owners and Non-Record Claimants have not appeared. Unknown Owners have been served by publication, but have failed to appear or otherwise plead.

Plaintiff and Owner, (collectively the "Parties") have entered into the attached Stipulation (identified as Exhibit C) to the Agreed Final Judgment Order which is incorporated herein and made a part hereof ("Stipulation").



\*1833345020\*

Doc# 1833345020 Fee \$144.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/29/2018 10:30 AM PG: 1 OF 54

RK

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**BASED UPON THE STIPULATION OF THE PARTIES, THE COURT HEREBY  
FINDS AND DETERMINES AS FOLLOWS:**

1. The real property sought to be acquired by Plaintiff in this action in fee simple interest is legally described in Exhibit A attached hereto and commonly known as parcel OKR0030, in addition, Plaintiff seeks to acquire a non-exclusive temporary easement for construction purposes which shall be for five (5) years from entry of this Agreed Final Judgment Order or until Plaintiff's construction is complete, whichever shall occur first, which is legally described in Exhibit B and commonly known as parcel OKR0030TE, both parcels shall be collectively referred to herein as the "Subject Property."

2. Plaintiff, a governmental body, is vested with and has the authority to exercise the right of eminent domain pursuant to 605 ILCS 5/5-801 (2017).

3. The Subject Property is subject to said exercise of such right and the right is being properly exercised in this proceeding.

4. The Subject Property is being acquired for a public purpose.

5. The Court has jurisdiction over all the parties to the suit who may be interested in the Subject Property and over the subject matter hereof.

6. Plaintiff and Owner have negotiated the just compensation to be paid by Plaintiff to Owner for the Subject Property.

7. The Parties have waived a trial by jury for the viewing of the Subject Property and for the determination of the Just Compensation and have entered into a Stipulation which is attached hereto and incorporated herein.

8. Pursuant to the Stipulation (attached as Exhibit C), the just compensation to be paid for the fee simple taking of parcel OKR0030 and a temporary easement to parcel

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0KR0030TE, and any damages to the remainder is the sum of FOURTY-NINE THOUSAND DOLLARS and 00/100 (\$49,000.00) (the "Condemnation Award"). Except for the payment of FOURTY-NINE THOUSAND DOLLARS and 00/100 (\$49,000.00) (the "Condemnation Award") no other monies, good or services will be paid by Plaintiff, except for those obligations contained in the Construction Agreement which is attached as Exhibit 1-S to the Stipulation. The Stipulation is attached hereto as Exhibit C.

9. The Condemnation Award will be deposited within sixty (60) days of the entry of this Agreed Final Judgment Order.

10. Pursuant to the Stipulation (Exhibit C), Owner will transfer to Plaintiff full fee simple interest to Parcel 0KR0030 and a non-exclusive temporary easement over and across Parcel 0KR0030TE for five (5) years or until completion of Plaintiff's construction project, whichever shall occur first, upon the deposit of the Condemnation Award. Plaintiff shall have priority of use of Parcel 0KR0030TE and Owner's use shall not interfere or obstruction Plaintiff. Any personal property, equipment and inventory remaining on the Subject Property after the deposit of the Condemnation Award shall be deemed abandoned. Plaintiff shall have the full right and authority to dispose of said personal property, equipment and inventory remaining on the Subject Property.

11. Plaintiff shall pay all fees and costs in connection with the transfer of the Subject Property (including state, county and municipal transfer taxes, recording fees and title charges).

The Parties agree that each party is responsible for its own legal fees.

## **IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED:**

1. The Just Compensation to be paid by Plaintiff for the fee simple taking of parcel 0KR0030 and a non-exclusive temporary easement to parcel 0KR0030TE for construction

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purposes, which shall be for five (5) years from entry of this Agreed Final Judgment Order or until Plaintiff's construction is complete, whichever shall occur first, and any damages to the remainder is the sum of FOURTY-NINE THOUSAND DOLLARS and 00/100 (\$49,000.00).

2. The Just Compensation shall be deposited with the Treasurer of Cook County within sixty (60) days of the entry of this Agreed Final Judgment Order. No statutory interest shall accrue on the award for said sixty (60) days. Statutory interest shall accrue on the award if it is deposited after the 60<sup>th</sup> day.

3. **IT IS FURTHER ORDERED AND ADJUDGED** that upon the deposit of the Condemnation Award with the Treasurer of Cook County, Plaintiff shall thereby acquire and be vested with fee simple title to and possession of the real property identified as Parcel 0KR0030 which is legally described in Exhibit A, free and clear of all encumbrances and real estate taxes, and Plaintiff shall acquire a temporary non-exclusive easement for construction purposes for a period not to exceed five (5) years from the entry of this Agreed Final Judgment Order or until completion of Plaintiff's construction project, whichever shall occur first, over and across the real property identified as Parcel 0KR0030TE which is legally described in Exhibit B. All liens, including mortgages and real estate tax liens shall attach and transfer to the Condemnation Award and shall be extinguished and void as to the real property described in Exhibit A.

4. Owner shall transfer full fee simple interest to Parcel 0KR0030 and a five (5) year non-exclusive temporary easement from entry of this Agreed Final Judgment Order or until Plaintiff's construction is complete, whichever shall occur first, over and across Parcel 0KR0030TE to Plaintiff upon the deposit of the Condemnation Award. Any personal property inventory or equipment left on the Subject Property on the date of the deposit of the Condemnation Award shall be deemed abandoned and transferred to Plaintiff.

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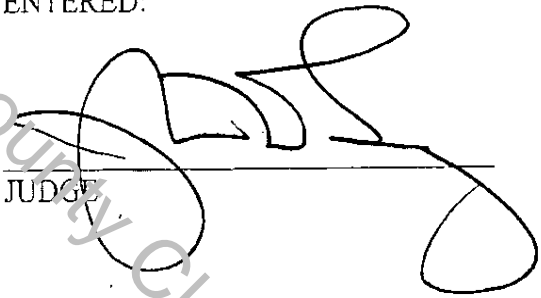
5. Plaintiff shall maintain vehicular ingress and egress to the Owner's real property through Parcel 0KR0030TE at all times.

6. This Court shall retain jurisdiction of the above entitled cause for the purpose of enforcing the Stipulation (Exhibit C), the Agreed Final Judgment Order, the Construction Agreement (Exhibit 1-S to the Stipulation), the disbursement and application of the Condemnation Award, the clearance of title and payment or refund of real estate taxes due for the Subject Property as provided in the Stipulation and in this Agreed Final Judgment Order.

**IT IS FURTHER ORDERED AND ADJUDGED** that this Court finds no just reason to delay the enforcement of this judgment entered herein.

ENTERED:

JUDGE



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

Judge James M. McGing

NOV 20 2018

Circuit Court - 1926

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EXHIBIT A- TO THE AGREED FINAL JUDGMENT ORDER  
LEGAL DESCRIPTION-PARCEL 0KR0030

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

Route : Lake-Cook Road (FAU 0379)  
 Section: 13-A5015-02-EG  
 County : Cook  
 Job No.: R-90-017-14  
 Parcel : OKR0030  
 Sta. 859+21.63 To Sta. 861+18.37

Index No. 03-04-101-003  
 03-04-101-004

That part of the Northwest Quarter of Section 4, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the southwest corner of the Southwest Quarter of Section 33, Township 43 North, Range 11 East of the Third Principal Meridian; thence on an Illinois Coordinate System NAD 83(2007) East Zone bearing of South 89 degrees 36 minutes 47 seconds East along the south line of the Southwest Quarter of said Section 33, a distance of 933.47 feet to the center line of Buffalo Grove Road according to right of way plat recorded March 1, 1979 as document number 24865307; thence South 33 degrees 47 minutes 17 seconds East along the said center line of Buffalo Grove Road, a distance of 304.40 feet; thence North 56 degrees 12 minutes 43 seconds East, a distance of 80.00 feet to the northeasterly right of way line of Buffalo Grove Road according to Judgment Order filed December 3, 1975 in the Circuit Court of Cook County, Illinois as Case Number 75 L 5534; thence South 33 degrees 47 minutes 17 seconds East along the said northeasterly right of way line of Buffalo Grove Road, a distance of 15.60 feet to an angle point on said northeasterly right of way line; thence South 28 degrees 04 minutes 39 seconds East along the said northeasterly line of Buffalo Grove Road, a distance of 164.53 feet to the point of beginning; thence South 29 degrees 50 minutes 49 seconds East, a distance of 193.73 feet to a point of curvature; thence southeasterly 3.29 feet along a curve to the left having a radius of 22868.31 feet, the chord of said curve bears South 34 degrees 01 minute 15 seconds East, 3.29 feet to the southeasterly line of the grantor according to trustee's deed recorded September 14, 1999 as document number 99868810; thence South 54 degrees 48 minutes 58 seconds West along the southeasterly line of the grantor according to said trustee's deed, a distance of 0.33 feet to the northeasterly right of way line of Buffalo Grove Road recorded April 2, 1979 as document number 24901289; thence North 33 degrees 47 minutes 17 seconds West along the said northeasterly right of way line of Buffalo Grove Road, a distance of 60.28 feet to the northeasterly right of way line of Buffalo Grove Road according to said Judgment Order Case Number 75 L 5534; thence North 28 degrees 04 minutes 39 seconds West along the said northeasterly right of way line of Buffalo Grove Road, a distance of 136.97 feet to the point of beginning.

Said parcel containing 0.010 acre, more or less, or 420 square feet, more or less.

*Exhibit A*

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**EXHIBIT B- TO THE AGREED FINAL JUDGMENT ORDER  
LEGAL DESCRIPTION-PARCEL OKR0030TE**

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

Property of Cook County Clerk's Office



**UNOFFICIAL COPY**

Route : Lake-Cook Road (FAU 0379)  
 Section: 13-A5015-02-EG  
 County : Cook  
 Job No.: R-90-017-14  
 Parcel : OKR0030T.E.  
 Sta. 859+21.63 To Sta. 862+05.00

Index No. 03-04-101-003  
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That part of the Northwest Quarter of Section 4, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the southwest corner of the Southwest Quarter of Section 33, Township 43 North, Range 11 East of the Third Principal Meridian; thence on an Illinois Coordinate System NAD 83 (2007) East Zone bearing of South 89 degrees 36 minutes 47 seconds East along the south line of the Southwest Quarter of said Section 33, a distance of 933.47 feet to the center line of Buffalo Grove Road according to right of way plat recorded March 1, 1979 as document number 24865307; thence South 33 degrees 47 minutes 17 seconds East along the said center line of Buffalo Grove Road, a distance of 304.40 feet; thence North 56 degrees 12 minutes 43 seconds East a distance of 80.00 feet to the northeasterly right of way line of Buffalo Grove Road according to Judgment Order filed December 3, 1975 in the Circuit Court of Cook County, Illinois as Case Number 75 L 5534; thence South 33 degrees 47 minutes 17 seconds East along the said northeasterly right of way line of Buffalo Grove Road, a distance of 15.60 feet to an angle point on said northeasterly right of way line; thence South 28 degrees 04 minutes 39 seconds East along the said northeasterly line of Buffalo Grove Road, a distance of 17.46 feet to the point of beginning; thence continuing South 28 degrees 04 minutes 39 seconds East along the said northeasterly right of way line of Buffalo Grove Road, a distance of 87.07 feet; thence South 29 degrees 50 minutes 49 seconds East, a distance of 193.73 feet to a point of curvature; thence southeasterly 3.29 feet along a curve to the left having a radius of 22868.31 feet, the chord of said curve bears South 34 degrees 01 minute 15 seconds East, 3.29 feet to the southeasterly line of the grantor according to trustee's deed recorded September 14, 1999 as document number 99868310; thence North 54 degrees 48 minutes 58 seconds East along the southeasterly line of the grantor according to said trustee's deed, a distance of 10.58 feet; thence North 32 degrees 49 minutes 39 seconds West, a distance of 29.05 feet; thence North 15 degrees 27 minutes 03 seconds East, a distance of 7.68 feet; thence North 33 degrees 55 minutes 35 seconds West, a distance of 10.00 feet; thence North 88 degrees 19 minutes 56 seconds West, a distance of 8.60 feet; thence North 33 degrees 52 minutes 22 seconds West, a distance of 28.89 feet; thence North 31 degrees 32 minutes 09 seconds West, a distance of 50.04 feet; thence North 17 degrees 37

(Continued)

Exhibit B

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Route : Lake-Cook Road (FAU 0379)  
Section: 13-A5015-02-EG  
County : Cook  
Job No.: R-90-017-14  
Parcel : OKR0030T.E.  
Sta. 859+21.63 To Sta. 862+05.00

Index No. 03-04-101-003  
03-04-101-004

minutes 14 seconds West, a distance of 9.49 feet; thence North 29 degrees 18 minutes 48 seconds West, a distance of 15.28 feet; thence North 46 degrees 23 minutes 00 seconds West, a distance of 6.81 feet; thence North 29 degrees 18 minutes 48 seconds West, a distance of 43.52 feet; thence North 13 degrees 14 minutes 41 seconds East, a distance of 12.15 feet; thence North 58 degrees 14 minutes 41 seconds East, a distance of 21.32 feet; thence North 33 degrees 49 minutes 35 seconds West, a distance of 38.21 feet; thence South 53 degrees 53 minutes 41 seconds West, a distance of 17.26 feet; thence North 33 degrees 49 minutes 35 seconds West, a distance of 21.19 feet; thence North 66 degrees 28 minutes 21 seconds West, a distance of 15.67 feet to the point of beginning.

Said temporary easement containing 0.063 acre, more or less.

Said temporary easement to be used for construction purposes.

Cook County Clerk's Office

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**EXHIBIT C  
STIPULATION FOR AGREED FINAL JUDGMENT ORDER**

Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

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

COUNTY OF COOK, a body politic and	)	
corporate of the State of Illinois,	)	
	)	Case No. 16 L 050803
Plaintiff,	)	
v.	)	
	)	Condemnation
85 SOUTH BUFFALO GROVE, LLC, a Delaware	)	Parcel No. 0KR0030 & TE
Limited Liability Company, LOU MALNATI'S	)	
PIZZERIA, MALNATI ORGANIZATION, COOK	)	
COUNTY TREASURER, UNKNOWN OWNERS	)	JURY DEMAND
AND NON-RECORD CLAIMANTS,	)	
	)	
Defendants.	)	

### STIPULATION FOR AGREED FINAL JUDGMENT ORDER

Plaintiff, County of Cook ("Plaintiff" or "County"), has appeared through its attorney, Kimberly M. Foxx, State's Attorney of Cook County, by Alvin Portis, assistant State's Attorney. Defendant 85 South Buffalo Grove, LLC ("Owner") has appeared by its attorney, Law Office of Bryan P. Lynch, P.C. Unknown Owners and Non-Record Claimants have not appeared.

Plaintiff and Owner, ("Parties" herein), hereby stipulate and agree this action has been fully compromised and settled between them as follows:

1. The real property sought to be taken in fee simple by Plaintiff in this action is legally described on Exhibit A attached hereto known as 0KR0030. Additionally, a temporary easement is sought on 0KR0030TE for five (5) years or until the completion of Plaintiff's construction project, whichever shall occur first, legally described in Exhibit B attached hereto. The real property described in Exhibits A through B shall be referred to herein as the "Subject Property."
2. Owner represents that it has fee simple title to the Subject Property.
3. Plaintiff, a governmental entity vested with the power of eminent domain, 605

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ILCS 5/5-80 (2017), is acquiring the Subject Property for purpose of widening a county highway.

4. Plaintiff and Owner disagreed as to the fair cash market value of the Subject Property and Plaintiff filed condemnation to acquire certain property interests in the Subject Property by eminent domain on December 1, 2016 (the Date of Value).

5. The Parties agree the Court has jurisdiction over all the Parties interested in the Subject Property and over the subject matter hereof.

6. The Parties agree that: (a) Plaintiff has the authority to exercise the right of eminent domain; (b) the Subject Property is subject to the exercise of such right; (c) such right is being properly exercised in this proceeding; and (d) the Subject Property is being acquired for a public purpose.

7. The Parties waive their right to the impaneling of a jury for the viewing of the Subject Property and for the determination of just compensation.

8. The Parties have agreed to settle this acquisition and to stipulate as to the just compensation to be paid for the Subject Property.

10. For purposes of settlement only, the Parties agree that the just compensation to be paid for the fee simple taking of parcel 0KR0030 and a five (5) year temporary easement to parcel 0KR0030TE, and any damages to the remainder is the sum of FOURTY-NINE THOUSAND DOLLARS and 00/100 (\$49,000.00) (the "Condemnation Award").

11. Except for the payment of FOURTY-NINE THOUSAND DOLLARS and 00/100 (\$49,000.00) (the "Condemnation Award") no other monies, good or services will be paid by Plaintiff for the Subject Property, except for those obligations contained in the Construction Agreement attached as Exhibit 1-S.

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12. For purposes of settlement only, the Parties agree to the terms and obligations set forth in the Construction Agreement attached hereto as Exhibit 1-S and incorporated here in.

14. Plaintiff agrees to the deposit of FOURTY-NINE THOUSAND DOLLARS and 00/100 (\$49,000.00) (the "Condemnation Award") with the Cook County Treasurer within sixty (60) days of entry of the Stipulation and Final Judgment Order. No interest shall accrue on the award for said 60 days.

15. Owner agrees to transfer full possession of Parcel 0KR0030 and a non-exclusive five (5) year temporary easement over and across Parcel 0KR0030TE to Plaintiff upon the deposit of the Condemnation Award. Plaintiff shall have priority of use of Parcel 0KR0030TE and Defendant's use of Parcel 0KR0030TE shall not interfere with or obstruct Plaintiff or its project.

16. Any personal property inventory or equipment left on the Subject Property on the date of the deposit of the Condemnation Award shall be deemed abandoned and transferred to Plaintiff.

17. Plaintiff shall pay all fees and costs in connection with the transfer of the Subject Property (including state, county and municipal transfer taxes, recording fees and title charges). The Parties agree that each party is responsible for its own legal fees.

18. The Parties agree to the entry of an Agreed Final Judgment Order in conformity with this Stipulation, setting forth the just compensation to be paid for the fee simple taking of parcel 0KR0030 and the temporary easement to parcel 0KR0030TE, and any damages to the remainder as described above to be FOURTY-NINE THOUSAND DOLLARS and 00/100 (\$49,000.00) (the "Condemnation Award").

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19. Plaintiff agrees and acknowledges that it shall permit and maintain vehicular ingress and egress to the Owner's real property through Parcel 0KR0030TE at all times.

20. The Court shall retain jurisdiction of the above-entitled action for the purpose of placing Plaintiff in possession of the Subject Property upon the deposit of the Condemnation Award and to enforce all of the terms in this Stipulation, including the Construction Agreement, and in the Agreed Final Judgment Order, including distributing and allocating the Condemnation Award, extinguishing any and all liens and real estate taxes encumbering title and the payment or refund of final real estate taxes due for Parcel 0KR0030 as provided herein.

21. The agreements of the Parties set forth in this Stipulation shall be construed in accordance with the laws of the State of Illinois without regard to any conflict of law analysis.

22. To the extent any part of this Stipulation shall be deemed unenforceable by any court of competent jurisdiction, then only that part of the Stipulation shall be deemed unenforceable and all other parts of the Stipulation shall remain in full force and effect.

23. The Parties hereto agree to the entering of the Agreed Final Judgment Order attached hereto as Exhibit C. There is no just reason to delay the enforcement of the Judgment contemplated herein.

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## COOK COUNTY RECORDER OF DEEDS

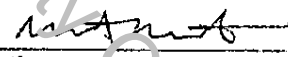
Property of Cook County Clerk's Office

**STIPULATED AND AGREED:**

County of Cook

85 South Buffalo Grove, LLC, Defendant  
Owner

By:   
Kimberly M. Foxx,  
Cook County State's Attorney  
Michael Lapinski, ALVIN PORTS  
Assistant States Attorney  
500 Richard J. Daley Center  
Chicago, Illinois 60602  
(312) 603-5669  
Attorney No. 10295

By:   
3685 WOODHILL DR  
NORTH BROOK, IL 60062  
\_\_\_\_\_  
\_\_\_\_\_

Date: 10-28, 2018

Date: 10/3, 2018



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**EXHIBIT A- TO THE STIPULATION AGREEMENT  
LEGAL DESCRIPTION- PARCEL 0KR0030**

Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

**UNOFFICIAL COPY**

Route : Lake-Cook Road (FAU 0379)  
 Section: 13-A5015-02-EG  
 County : Cook  
 Job No.: R-90-017-14  
 Parcel : OKR0030  
 Sta. 859+21.63 To Sta. 861+18.37

Index No. 03-04-101-003  
 03-04-101-004

That part of the Northwest Quarter of Section 4; Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the southwest corner of the Southwest Quarter of Section 33, Township 43 North, Range 11 East of the Third Principal Meridian; thence on an Illinois Coordinate System NAD 83(2007) East Zone bearing of South 89 degrees 36 minutes 47 seconds East along the south line of the Southwest Quarter of said Section 33, a distance of 933.47 feet to the center line of Buffalo Grove Road according to right of way plat recorded March 1, 1979 as document number 24865307; thence South 33 degrees 47 minutes 17 seconds East along the said center line of Buffalo Grove Road, a distance of 304.40 feet; thence North 56 degrees 12 minutes 43 seconds East, a distance of 80.00 feet to the northeasterly right of way line of Buffalo Grove Road according to Judgment Order filed December 3, 1975 in the Circuit Court of Cook County, Illinois as Case Number 75 L 5534; thence South 33 degrees 47 minutes 17 seconds East along the said northeasterly right of way line of Buffalo Grove Road, a distance of 15.60 feet to an angle point on said northeasterly right of way line; thence South 28 degrees 04 minutes 39 seconds East along the said northeasterly line of Buffalo Grove Road, a distance of 161.53 feet to the point of beginning; thence South 29 degrees 50 minutes 49 seconds East, a distance of 193.73 feet to a point of curvature; thence southeasterly 3.29 feet along a curve to the left having a radius of 22868.31 feet, the chord of said curve bears South 34 degrees 01 minute 15 seconds East, 3.29 feet to the southeasterly line of the grantor according to trustee's deed recorded September 14, 1999 as document number 99868810; thence South 54 degrees 48 minutes 58 seconds West along the southeasterly line of the grantor according to said trustee's deed, a distance of 0.35 feet to the northeasterly right of way line of Buffalo Grove Road recorded April 2, 1979 as document number 24901289; thence North 33 degrees 47 minutes 17 seconds West along the said northeasterly right of way line of Buffalo Grove Road, a distance of 60.28 feet to the northeasterly right of way line of Buffalo Grove Road according to said Judgment Order Case Number 75 L 5534; thence North 28 degrees 04 minutes 39 seconds West along the said northeasterly right of way line of Buffalo Grove Road, a distance of 136.97 feet to the point of beginning.

Said parcel containing 0.010 acre, more or less, or 420 square feet, more or less.

*Exhibit A*

# UNOFFICIAL COPY

**EXHIBIT B- TO THE STIPULATION AGREEMENT  
LEGAL DESCRIPTION- PARCEL 0KR0030TE**

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

Property of Cook County Clerk's Office

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Route : Lake-Cook Road (FAU 0379)  
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(Continued)

Exhibit B

# UNOFFICIAL COPY

Route : Lake-Cook Road (FAU 0379)  
Section: 13-A5015-02-EG  
County : Cook  
Job No.: R-90-017-14  
Parcel : OKR0030T.E.  
Sta. 859+21.63 To Sta. 862+05.00

Index No. 03-04-101-003  
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Said temporary easement containing 0.063 acre, more or less.

Said temporary easement to be used for construction purposes.

Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT 1-S CONSTRUCTION AGREEMENT

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

# UNOFFICIAL COPY

## CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into this \_\_\_\_\_ day of October, 2018, by and between the County of Cook ("County"), and 85 South Buffalo Grove LLC ("Owner"). Hereinafter, County and Owner may be collectively referred to as the "Parties" or, in the singular, a "Party."

### WITNESSETH

WHEREAS, the County filed a Complaint to Condemn in the Circuit Court of Cook County entitled County of Cook v. 85 South Buffalo Grove LLC, et al. and assigned Cook County Case Number 2016 L 050803 ("Case").

WHEREAS, the County filed the Case to acquire certain property rights from Owner related to its real property commonly known as 85 South Buffalo Grove Road, Buffalo Grove, Illinois (the "Property");

WHEREAS, the County filed the Case for its construction, improvement, and widening of Buffalo Grove Road, including, but not limited to P.C.C. pavement construction, pavement removal, earth excavation, storm sewer, curb and gutter, sanitary force main, landscaping, sidewalk, bike path, traffic signals, street lighting, and water main relocation, including the work associated with the construction in **Exhibit A** ("County's Project");

WHEREAS, the County's Project impacted a sanitary force main that serviced the Property which necessitated changes to the sanitary force main;

WHEREAS, Owner has claimed that the County's Project requires a greater scope of work in order to comply with code requirements and maintain a functional force main that will properly service the Property. The County claims its construction plans adequately restore the force main that services the Property. The Parties dispute each other's position regarding the force main ("Dispute");

WHEREAS, in light of the County's Project, the Owner plans to simultaneously undertake the replacement of its lift station, sanitary force main, and the Parties' have agreed to coordinate the Project with Owner's lift station work, the latter of which is delineated in the preliminary plans attached hereto as **Exhibit B** ("Owner's Project"). The parties acknowledge and agree that the Village of Buffalo Grove ("Village") and/or the Metropolitan Water Reclamation District ("MWRD") may require additional information and comments related to the Owner's Project and in that event the County agrees to provide reasonable assistance and involvement to the Owner, Village and MWRD;

WHEREAS, without admitting the Parties' respective contentions, the Parties desire to compromise and settle the Dispute; and

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WHEREAS, the Parties' obligations as delineated in this Agreement are contingent upon the parties entering into a stipulation and agreed final judgment order as to the just compensation the County is required to pay the Owner for the property rights it is acquiring in its Case.

NOW, THEREFORE, in consideration of the mutual promises, services, covenants and recitals contained herein, and for other good and valuable consideration consisting of services and payment of money as detailed below the sufficiency of which is hereby acknowledged as it relates solely to the Dispute, the parties agree that the foregoing preambles are hereby adopted within and hereby made a part of this Agreement, and the County and Owner further agree and promise as follows:

## AGREEMENT

1. **County Responsibilities.** The County will install and connect as necessary a new sanitary force main service from the west side of Buffalo Grove Road right of way to a location approximately 10 to 15 feet east of the proposed east Buffalo Grove Road right of way. The County will install an interim connection between the new sanitary force main that it will be installing as part of its Project and the existing force main on the Owner's Property that is east the right of way, which will be located within the proposed temporary easement the County is acquiring from the Owner in the Case. This work shall be completed as set forth in the construction plans, Sheet U-10 Utility Plat, Sta 847+75 to 862+0, attached at Exhibit A. The County shall provide the Owner written notice ten (10) days in advance of the date stated in the written notice of its intent to make the temporary connection. After receipt of the County's written notice, the Owner shall be responsible for temporarily shutting-down its lift station to allow for the construction of the interim connection. The temporary shutting down of the lift station shall occur on a weekday, excluding a Friday, and all work must be completed by 9:30 a.m. on the day that the work commences barring any emergency circumstances that arise that are beyond the control of the County.

The County's contractor will perform the work associated with the County's Project. The County shall be responsible for all permits related to the County's Project as well as any permit modifications which become necessary. The County shall be responsible to advertise, let, award, construct, finance the construction and construction engineering and cause the County's Project to be built in accordance with the approved plans and specifications.

Notwithstanding the foregoing, in no event shall the County pay any costs or obligated to perform any terms of this Agreement until such time the Parties enter into stipulations and an agreed final judgment order in the Case. Should the Parties be unable to agree upon stipulations and an agreed final just compensation amount, the terms of this Agreement are null and void.

2. **Payment.** The County shall pay the County's Contractor for the total cost for the County's Project including installation of the new sanitary force main service from the west sided of Buffalo Grove Road right of way to a location approximately 10 to 15 feet east of the proposed east Buffalo Grove Right of way. The County shall then seek reimbursement for the



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cost to install the new sanitary force main service, less \$8,645.00. The Village shall seek reimbursement from Owner for the costs billed to it by the County. Under no set of circumstances shall the amount the Owner be obligated to pay, remit or reimburse to the Village or County exceed \$26,152.85 (115% of the Engineer's Estimate included as Exhibit C less \$8,645.00). Owner agrees to reimburse the Village for these costs within thirty (30) days after the Village provides the Owner with the invoice and address that the payment to the Village is to be mailed. The County shall be liable and obligated for any and all amounts for its Project over and above \$26,152.85.

3. **Owner Responsibilities.** The Owner shall be responsible to construct, finance the construction and construction engineering and cause the Owner's Project to be built in accordance with the plans and specifications, subject to required revision, attached as Exhibit B. The Owner shall secure all necessary regulatory Village and MWRD permits and pay the associated fees for the Owner's Project, but the Owner shall not be required to obtain any County Department of Transportation and Highways permits. The County shall provide assistance, documentation, and assist in securing sign offs and authorizations, which shall not be unreasonably withheld, to aid the Owner in obtaining all necessary permits from the Village and/or MWRD to coordinate and complete the Parties' Projects.

4. **Cooperation.** The parties shall assign representatives to coordinate and monitor the sanitary service installation and bring to each other's attention any matters of concern with respect to same; and, said representatives shall participate in the temporary shutting-down of the Owner's lift station by the Owner's contractor to allow for the installation of the temporary connection.

5. **Notification of Final Inspection.** The Parties shall be present and participate in the final inspection of the sanitary force main service, and the scheduling of such final inspection shall be solely at the reasonable discretion of the County and the County shall be required to provide ten (10) working days written notice to the Owner of the date and time of the final inspection. Neither party shall cause a condition that would unreasonably delay the final inspection. The Owner shall submit final punch list items within five (5) working days prior to the final inspection date as determined by the County.

6. **Bid Award.** After bids are received, the County shall provide the Owner copies of the bids for the County's Project. The County's Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the unit prices bid for the work.

7. **Post-Project Maintenance.** The Owner shall own, operate and maintain the sanitary force main service installed as part of the County's Project.

8. **Compliance with County's Department of Transportation and Highways Permits.** This Agreement shall serve in lieu of a separate County permit. The Owner's Project is proposed to occur within the Owner's Property and not within the County's right of way and thus

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the General Terms for Department of Transportation and Highways do not apply; however, should the Owner's Project need to be performed in the County's right of way then the Owner shall agree to be bound by the General Terms for Department of Transportation and Highways as they exist on the date of this agreement to the extent that its terms are applicable to scope of work performed by the Owner in the County's right of way.

9. **Time of the Essence.** The obligations of the parties as set forth above shall be performed in a timely manner such that it will not result in a delay of the County's Project or the Owner's Project timetables.

10. **Force Majeure.** Neither Party shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.

11. **Breach.** Notwithstanding paragraph 13 of this Agreement, in the event of the breach of this Agreement by a Party, the other Party shall be entitled to recover their reasonable attorney's fees and costs from the breaching Party in the enforcement of this Agreement.

12. **Interpretation.** This Agreement has been prepared after negotiation between the parties, with each contributing equally to its content and the final written expression thereof. If any ambiguity is contained herein then in resolving such ambiguity no weight shall be given in favor of or against any party solely on account of its drafting this Agreement. This Agreement shall be interpreted and governed in all respects by the laws of the State of Illinois and any related dispute venue shall be fixed in the Circuit Court of Cook County, Illinois.

13. **Parties Fully Advised.** The Parties hereby acknowledge and agree that they have freely and voluntarily entered into this Agreement with the advice of his legal counsel, if they so choose, and that this Agreement constitutes the entire agreement between the Parties and no other agreement, oral or written, exists between the Parties as related to the construction of the Project and the Owner's Project.

14. **Counterparts/Facsimile.** This Agreement may be executed in one or more counterparts and by facsimile or electronic copies of signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Execution.** The persons executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to execute this Agreement on behalf the party for which they are signatory.

16. **Integration/Amendment.** This five (5) page Agreement, with all signature lines appearing on the fifth (5th) page, incorporates all prior discussions and negotiations among the parties, and constitutes the full and entire agreement between and among the parties with respect to the subject matter hereof. No amendment hereto shall be effective unless it is in

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writing and signed by all of the parties.

17. **Headings.** The headings used herein are for ease of reference only and have no legal purpose or effect.

18. **Attorney Fees & Costs.** Each party shall bear its own respective costs, expenses and attorneys' fees incurred in connection with the matters described in this Agreement.

19. **Interpretation.** If any term or provision of this Agreement is held unenforceable by a court of law, it shall be severed as narrowly as possible and the remaining terms and provisions shall be enforced in accordance with the tenor of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in two or more counterparts, each completed set of which constitutes an original.

The County of Cook,

85 South Buffalo Grove LLC,

By: ASA ALVIN POYTS

By: X Marc A. Melusky

Printed Name: ASA ALVIN POYTS

Printed Name: X Marc A. Melusky

County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT A TO THE CONSTRUCTION AGREEMENT  
COUNTY'S PROJECT

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

EXHIBIT B TO THE CONSTRUCTION AGREEMENT  
OWNER'S PROJECT

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

# LOU MALNATI'S 85 S. BUFFALO GROVE ROAD BUFFALO GROVE, ILLINOIS 60089

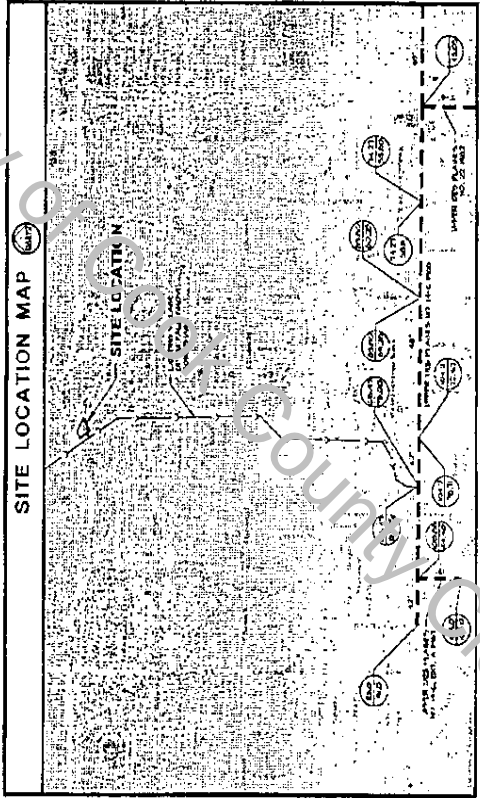
UNOFFICIAL COPY

W-T CIVIL ENGINEERING, L.L.C. CIVIL ENGINEERING CONSULTANTS	DATE
REVISED	DATE

LOU MALNATI'S 85 S. BUFFALO GROVE ROAD BUFFALO GROVE, ILLINOIS 60089	TITLE SHEET
DATE: 7-21-17	SHEET
DRAWN BY: JAV	SCALE
CHECKED BY: JAV	PROJECT
DATE: 7-21-17	T-10

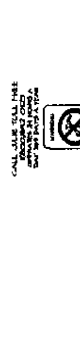
CIVIL DRAWING INDEX	
SHEET	DATE
T-10	7-21-17
C-10	7-21-17
C-2.0	7-21-17
C-3.0	7-21-17
C-4.0	7-21-17
C-5.0	7-21-17
C-6.0 - C-6.1	7-21-17
C-7.0 - C-7.1	7-21-17
S-1	7-13-17

**NOTES:**  
 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.  
 2. ALL DIMENSIONS ON THIS SHEET ARE TO BE CONSIDERED AS APPROXIMATE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ON THIS SHEET ARE TO BE CONSIDERED AS APPROXIMATE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ON THIS SHEET ARE TO BE CONSIDERED AS APPROXIMATE UNLESS OTHERWISE NOTED.



**CIVIL ENGINEERING STATEMENT AND SEAL**  
 I, LOU MALNATI, a duly Licensed Professional Engineer in the State of Illinois, do hereby certify that I am the author of the design and construction of the above described project and that I am a duly Licensed Professional Engineer in the State of Illinois. My license number is 123456789. I am not aware of any other persons who have contributed to the design and construction of the above described project.

**SCALE TO LINE**  
 1" = 100' (AS SHOWN)  
 1" = 200' (AS SHOWN)  
 1" = 400' (AS SHOWN)



**NOTES:**  
 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.  
 2. ALL DIMENSIONS ON THIS SHEET ARE TO BE CONSIDERED AS APPROXIMATE UNLESS OTHERWISE NOTED.  
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Property of Cook County Clerk's Office



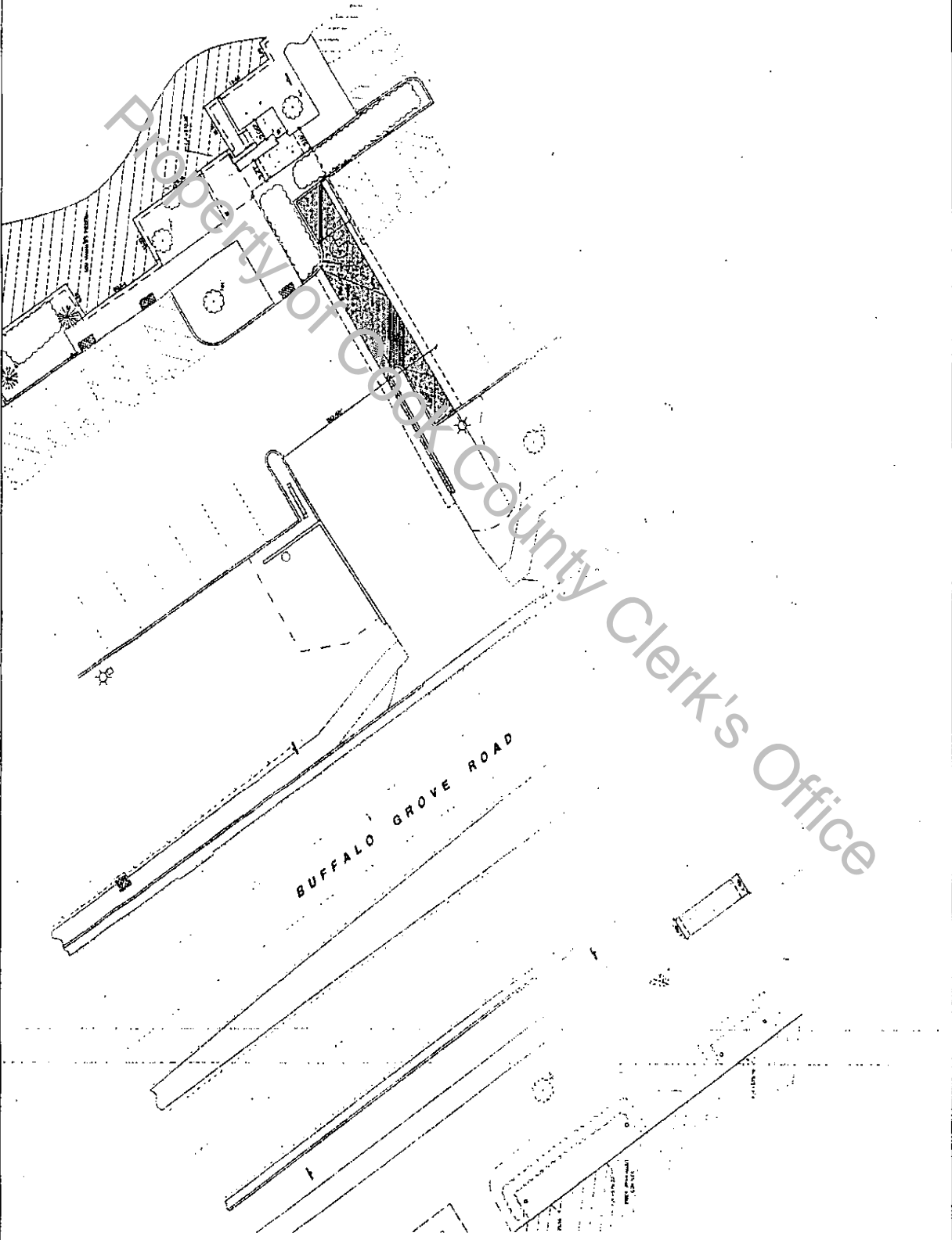


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					W-T CIVIL ENGINEERING, LLC W-T CIVIL ENGINEERING CONSULTANTS 1275 W. BUFFALO GROVE ROAD BUFFALO GROVE, IL 60089	LOU MALNATIS SITE GEOMETRIC PLAN	DATE: 11/14/11 SCALE: 1" = 40' DRAWN BY: J. MALNATIS CHECKED BY: DATE:	SHEET C-2.0 TOTAL SHEETS:
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**HATCH LEGEND**  
 ASPHALT PAVEMENT  
 CONCRETE

- SITE GEOMETRIC NOTES:**
1. ALL DIMENSIONS SHALL BE IN FEET AND INCHES.
  2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROAD OR DRIVEWAY UNLESS OTHERWISE NOTED.
  3. ALL DIMENSIONS SHALL BE TO THE FACE OF THE CURB UNLESS OTHERWISE NOTED.
  4. ALL DIMENSIONS SHALL BE TO THE FACE OF THE PAVEMENT UNLESS OTHERWISE NOTED.
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  29. ALL DIMENSIONS SHALL BE TO THE FACE OF THE SIDEWALK UNLESS OTHERWISE NOTED.
  30. ALL DIMENSIONS SHALL BE TO THE FACE OF THE CURB UNLESS OTHERWISE NOTED.



Property of Cook County Clerk's Office

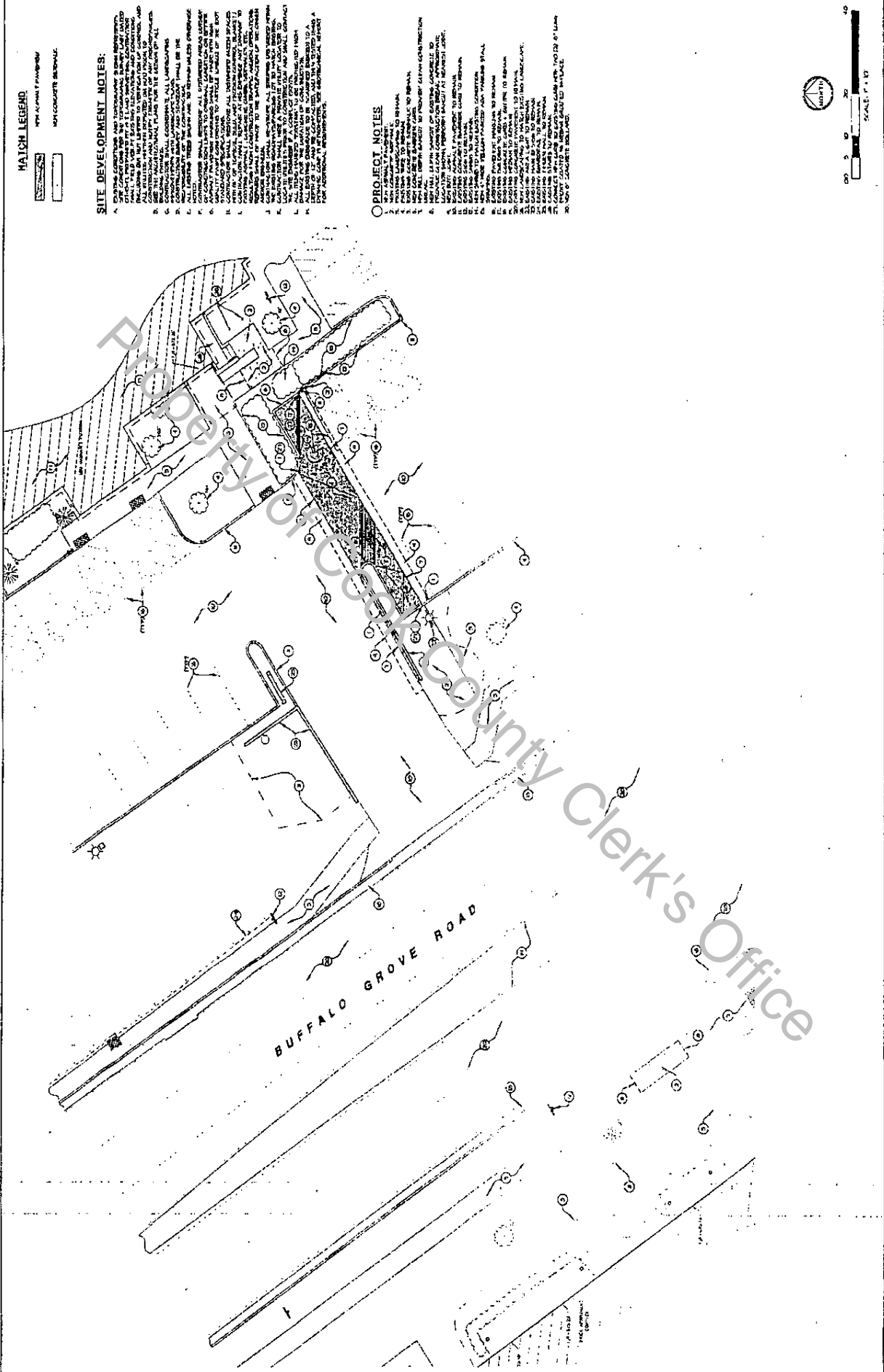
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DATE	BY

**WT**  
 W-T CIVIL ENGINEERS, LLC  
 1000 W. BROADWAY, SUITE 100  
 BUFFALO GROVE, ILLINOIS 60089  
 TEL: 847.261.1100  
 FAX: 847.261.1101  
 WWW.WT-CIVIL.COM

**LOU MALNATI'S**  
 DEVELOPMENT  
 PLAN  
 BUFFALO GROVE, ILLINOIS 60089

DATE: 7/2018	SHEET: C-3.0
SCALE: P = 1" = 30'	
DRAWN: A.M.	
CHECKED: J.M.	
DATE: 06/2018	



**MATCH LEGEND**

1" = 30'

CONCRETE DRIVEWAY

CONCRETE SIDEWALK

**SITE DEVELOPMENT NOTES:**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION CODE AND THE ILLINOIS SUBDIVISION ACT.
2. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED PRIOR TO CONSTRUCTION.
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**PROJECT NOTES**

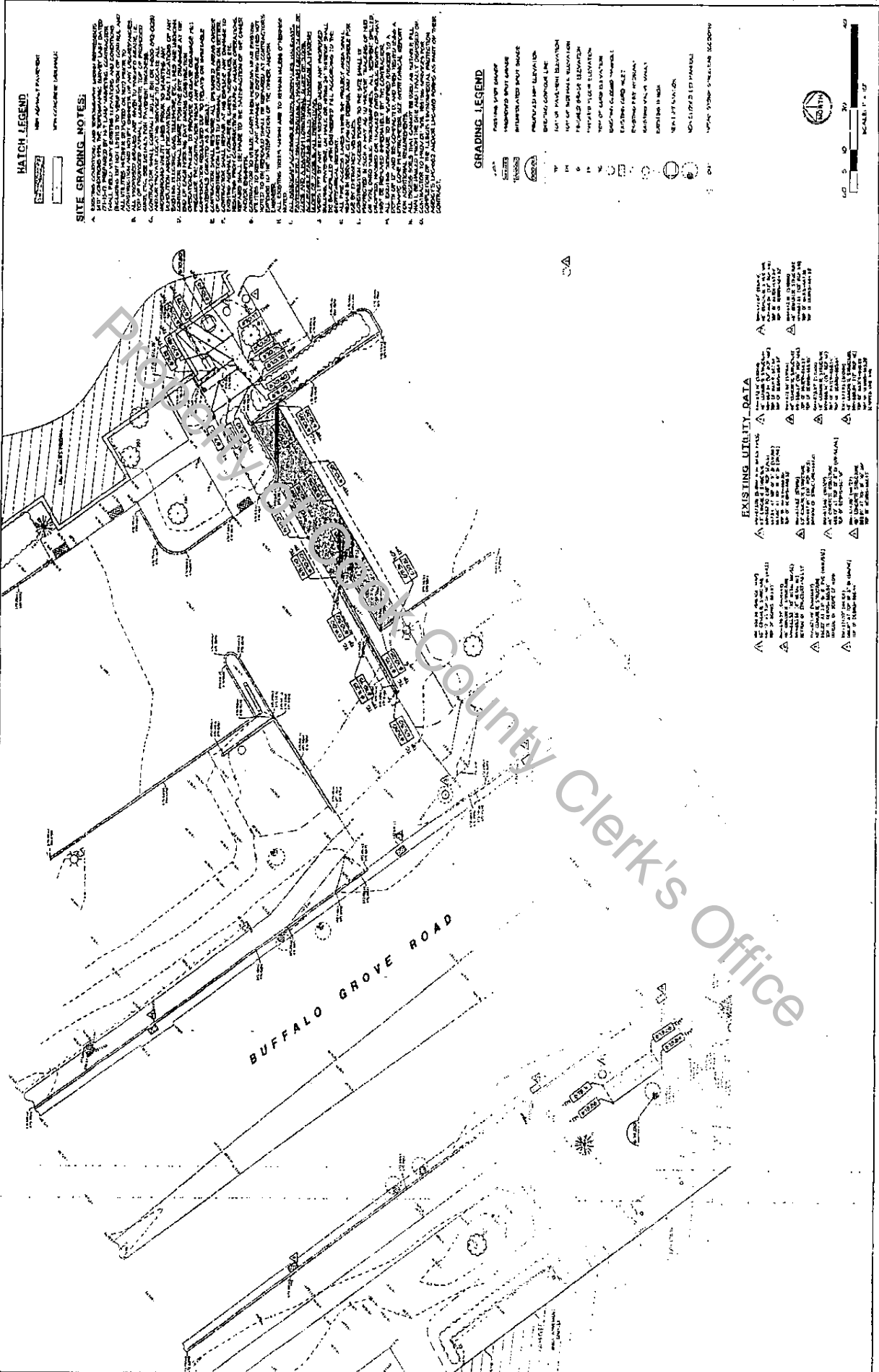
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20. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED PRIOR TO CONSTRUCTION.



CONSTRUCTION NOT TO SCALE

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<p><b>WT</b></p> <p>W-T CIVIL ENGINEERING, LLC          1400 S. BUFFALO GROVE ROAD          BUFFALO GROVE, ILLINOIS 60089</p> <p>DATE: _____</p>	<p><b>LOU MALMATIS</b>  <b>AS S. BUFFALO GROVE ROAD</b></p>	<p><b>SITE GRADING PLAN</b></p>	<p>DATE: 10/21/09          SCALE: 1" = 60'          PROJECT: MALMATIS          CHECKED: J.P.          JOB#: C-4.0</p>	<p><b>C-4.0</b></p>
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**HATCH LEGEND**

- EXISTING GRADE
- PROPOSED GRADE
- FINISHED GRADE

**SITE GRADING NOTES:**

1. EXISTING GRADE AND FINISHED GRADE SHALL BE SHOWN WITH HATCHES. FINISHED GRADE SHALL BE SHOWN WITH A HATCH AND FINISHED GRADE ELEVATION. ALL ELEVATIONS ARE IN FEET AND DECIMALS THEREOF.
2. THE FINISHED GRADE SHALL BE SHOWN WITH A HATCH AND FINISHED GRADE ELEVATION.
3. THE EXISTING GRADE SHALL BE SHOWN WITH A HATCH AND FINISHED GRADE ELEVATION.
4. THE PROPOSED GRADE SHALL BE SHOWN WITH A HATCH AND FINISHED GRADE ELEVATION.
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20. THE PROPOSED GRADE SHALL BE SHOWN WITH A HATCH AND FINISHED GRADE ELEVATION.

**GRADING LEGEND**

- EXISTING GRADE
- PROPOSED GRADE
- FINISHED GRADE
- CONCRETE CURB
- ASPHALT DRIVE
- GRAVEL DRIVE
- GRAVEL DRIVE WITH CURB
- GRAVEL DRIVE WITH CURB AND SIDEWALK
- GRAVEL DRIVE WITH CURB AND SIDEWALK AND BIKEWAY
- GRAVEL DRIVE WITH CURB AND SIDEWALK AND BIKEWAY AND LANDSCAPE
- GRAVEL DRIVE WITH CURB AND SIDEWALK AND BIKEWAY AND LANDSCAPE AND TREES

**EXISTING UTILITY DATA**

- 1. UTILITIES SHALL BE SHOWN WITH HATCHES AND ELEVATIONS.
- 2. UTILITIES SHALL BE SHOWN WITH HATCHES AND ELEVATIONS.
- 3. UTILITIES SHALL BE SHOWN WITH HATCHES AND ELEVATIONS.
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- 18. UTILITIES SHALL BE SHOWN WITH HATCHES AND ELEVATIONS.
- 19. UTILITIES SHALL BE SHOWN WITH HATCHES AND ELEVATIONS.
- 20. UTILITIES SHALL BE SHOWN WITH HATCHES AND ELEVATIONS.



SCALE: 1" = 60'

0 30 60

1" = 60'

DATE: 10/21/09

**UNOFFICIAL COPY**

W-T CIVIL ENGINEERING, LLC  
 815 S. BUFFALO GROVE ROAD  
 SUITE 100  
 BUFFALO GROVE, ILLINOIS 60089

LOU MALNATI'S  
 SITE UTILITY PLAN  
 SHEET C-5.0

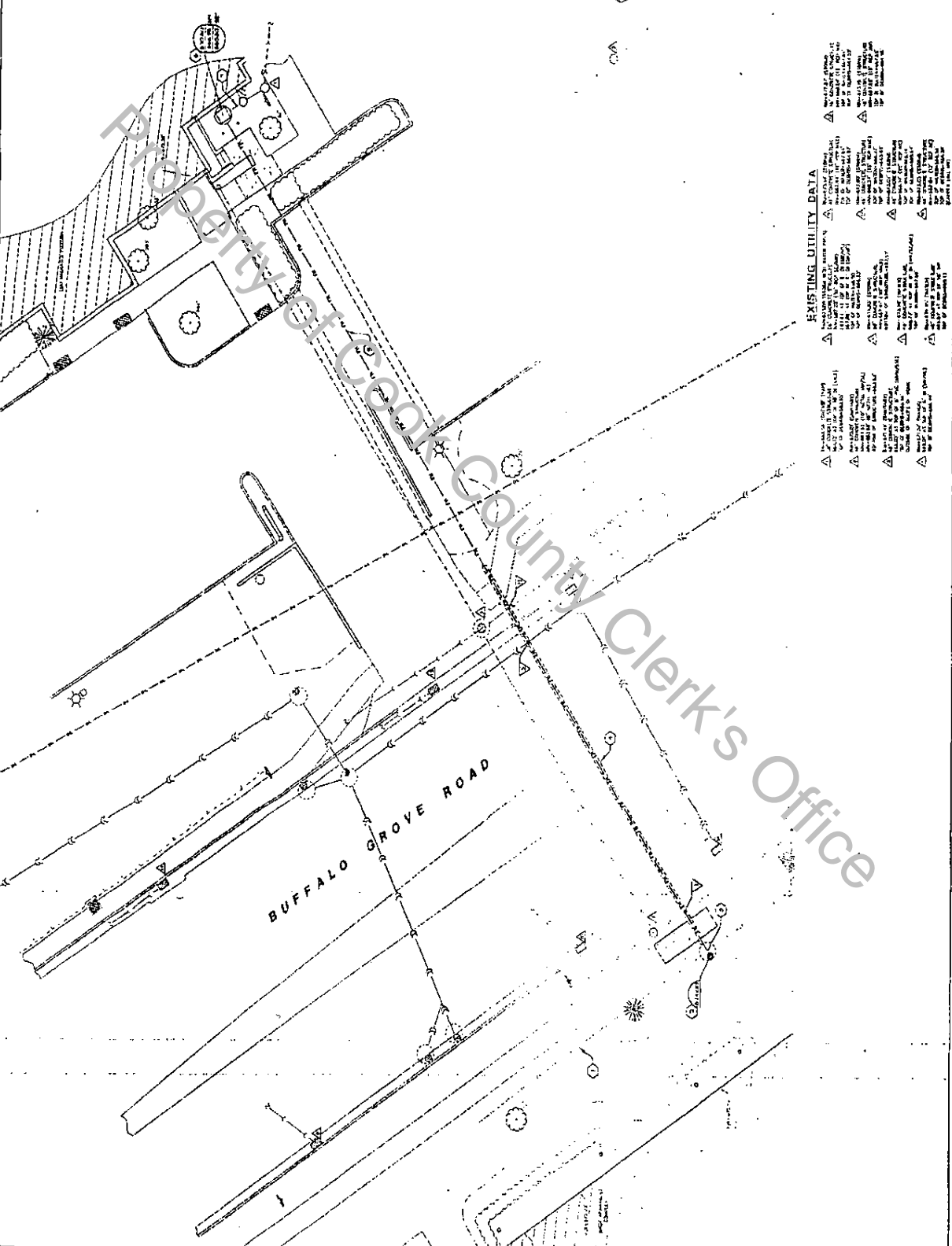
DATE: 7/20/11	SCALE: 1" = 10'
DRAWN: JMG	CHECKED: JMG
PROJECT: [REDACTED]	CLIENT: [REDACTED]

- ### UTILITY LEGEND
- EXISTING 8" DIRT MAIN
  - EXISTING 12" DIRT MAIN
  - EXISTING SANITARY SEWER
  - EXISTING 12" WATER MAIN
  - EXISTING 18" WATER MAIN
  - EXISTING 24" WATER MAIN
  - EXISTING OVERHEAD ELECTRIC LINES
  - PROPOSED 8" DIRT MAIN
  - PROPOSED 12" DIRT MAIN
  - PROPOSED 12" WATER MAIN
  - PROPOSED 18" WATER MAIN
  - PROPOSED 24" WATER MAIN
  - PROPOSED OVERHEAD ELECTRIC LINES
  - PROPOSED 12" SANITARY SEWER
  - PROPOSED 18" SANITARY SEWER
  - PROPOSED 24" SANITARY SEWER
  - PROPOSED 12" GAS
  - PROPOSED 18" GAS
  - PROPOSED 24" GAS
  - PROPOSED 12" CABLE TV
  - PROPOSED 18" CABLE TV
  - PROPOSED 24" CABLE TV
  - PROPOSED 12" FIBER OPTIC
  - PROPOSED 18" FIBER OPTIC
  - PROPOSED 24" FIBER OPTIC

### SITE UTILITY NOTES:

- CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES AND RECORD THEM TO THE PLAN. ALL UTILITIES SHALL BE IDENTIFIED BY THE CONTRACTOR AND THE LOCATION SHALL BE RECORDED TO THE PLAN. ALL UTILITIES SHALL BE IDENTIFIED BY THE CONTRACTOR AND THE LOCATION SHALL BE RECORDED TO THE PLAN.
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- ### EXISTING UTILITY DATA
- 1. 12" DIRT MAIN (12' DIA) AT 10' DEPTH
  - 2. 18" DIRT MAIN (18' DIA) AT 10' DEPTH
  - 3. 24" DIRT MAIN (24' DIA) AT 10' DEPTH
  - 4. 12" WATER MAIN (12" DIA) AT 10' DEPTH
  - 5. 18" WATER MAIN (18" DIA) AT 10' DEPTH
  - 6. 24" WATER MAIN (24" DIA) AT 10' DEPTH
  - 7. 12" SANITARY SEWER (12" DIA) AT 10' DEPTH
  - 8. 18" SANITARY SEWER (18" DIA) AT 10' DEPTH
  - 9. 24" SANITARY SEWER (24" DIA) AT 10' DEPTH
  - 10. 12" GAS (12" DIA) AT 10' DEPTH
  - 11. 18" GAS (18" DIA) AT 10' DEPTH
  - 12. 24" GAS (24" DIA) AT 10' DEPTH
  - 13. 12" CABLE TV (12" DIA) AT 10' DEPTH
  - 14. 18" CABLE TV (18" DIA) AT 10' DEPTH
  - 15. 24" CABLE TV (24" DIA) AT 10' DEPTH
  - 16. 12" FIBER OPTIC (12" DIA) AT 10' DEPTH
  - 17. 18" FIBER OPTIC (18" DIA) AT 10' DEPTH
  - 18. 24" FIBER OPTIC (24" DIA) AT 10' DEPTH



### PIPE CROSSING INFORMATION

- 1. 12" DIRT MAIN (12' DIA) AT 10' DEPTH
- 2. 18" DIRT MAIN (18' DIA) AT 10' DEPTH
- 3. 24" DIRT MAIN (24' DIA) AT 10' DEPTH
- 4. 12" WATER MAIN (12" DIA) AT 10' DEPTH
- 5. 18" WATER MAIN (18" DIA) AT 10' DEPTH
- 6. 24" WATER MAIN (24" DIA) AT 10' DEPTH
- 7. 12" SANITARY SEWER (12" DIA) AT 10' DEPTH
- 8. 18" SANITARY SEWER (18" DIA) AT 10' DEPTH
- 9. 24" SANITARY SEWER (24" DIA) AT 10' DEPTH
- 10. 12" GAS (12" DIA) AT 10' DEPTH
- 11. 18" GAS (18" DIA) AT 10' DEPTH
- 12. 24" GAS (24" DIA) AT 10' DEPTH
- 13. 12" CABLE TV (12" DIA) AT 10' DEPTH
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- 16. 12" FIBER OPTIC (12" DIA) AT 10' DEPTH
- 17. 18" FIBER OPTIC (18" DIA) AT 10' DEPTH
- 18. 24" FIBER OPTIC (24" DIA) AT 10' DEPTH

### PROPERTY OF Cook County Clerk's Office

SCALE: 1" = 10'

DATE: 7/20/11

DRAWN: JMG

CHECKED: JMG

PROJECT: [REDACTED]

CLIENT: [REDACTED]

UNOFFICIAL COPY

DATE: 07/17/19	PROJECT: C-5.1
DESIGNED BY: LMM	DATE: 07/17/19
CHECKED BY: LMM	DATE: 07/17/19
APP. BY: LMM	DATE: 07/17/19

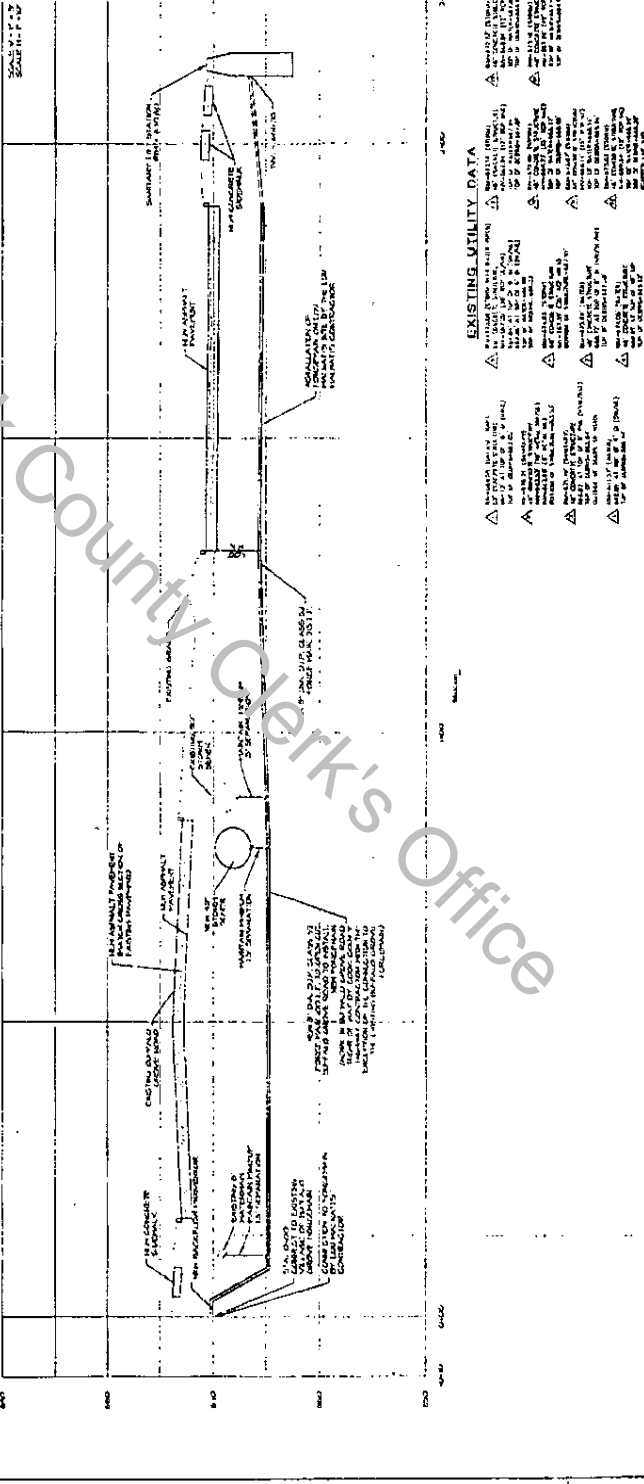
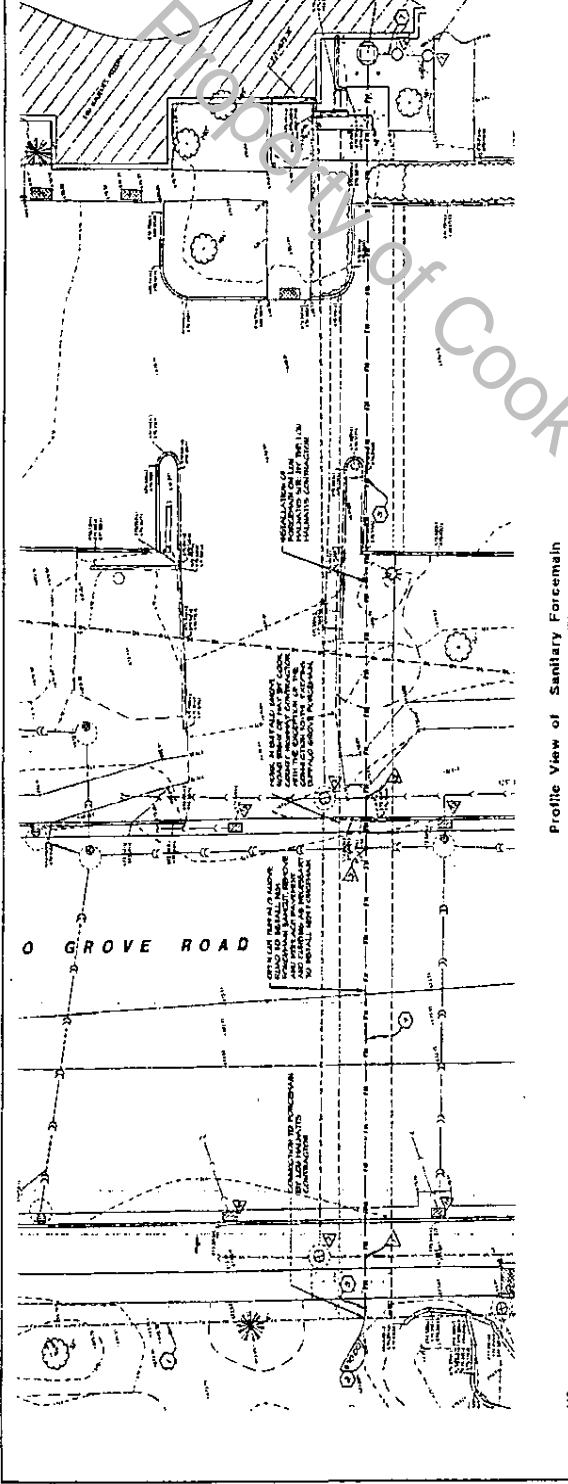
<b>W-T-CIVIL ENGINEERING, LLC</b>	
2237 North Avenue	
Buffalo Grove, IL 60089	
TEL: 847.280.0077	
FAX: 847.280.0077	
WWW.WTCIVIL.COM	

**W-T CIVIL ENGINEERING, LLC**

85 S BUFFALO GROVE ROAD  
BUFFALO GROVE, ILLINOIS 60089

LOU MALMATIS

FORCEMAIN  
PLAN AND  
PROFILE



**EXISTING UTILITY DATA**

- EXISTING 3" WATER MAIN (2014)
- EXISTING 12" WATER MAIN (2014)
- EXISTING 12" GAS MAIN (2014)
- EXISTING 12" FOG SIGNAL MAIN (2014)
- EXISTING 6" FURNACE MAIN (2014)
- EXISTING 12" OVERHEAD ELECTRIC (2014)
- EXISTING 12" AIR CONDITIONING (2014)
- EXISTING 12" CATCH BASIN (2014)
- EXISTING 12" VALVE VENT (2014)
- EXISTING 12" SERVICE (2014)
- EXISTING 12" PIPE (2014)
- EXISTING 12" MANHOLE (2014)
- EXISTING 12" MANHOLE (2014)

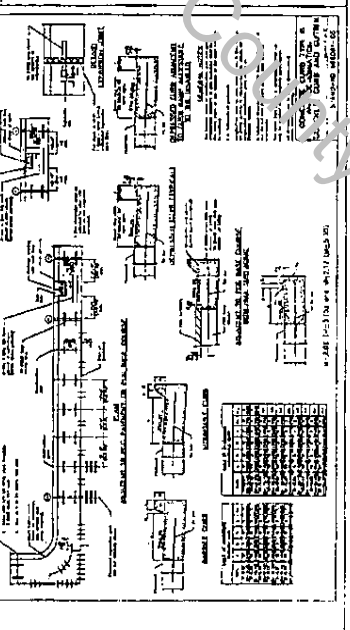
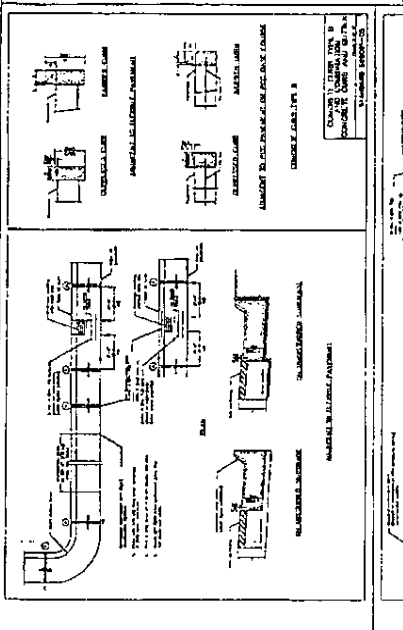
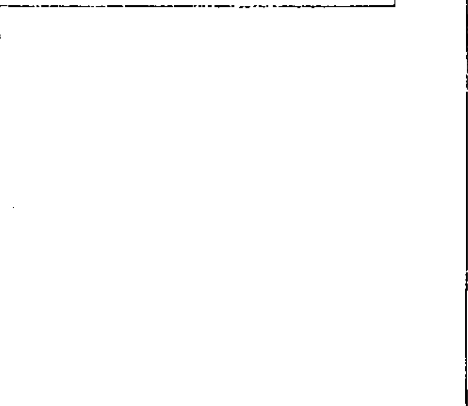
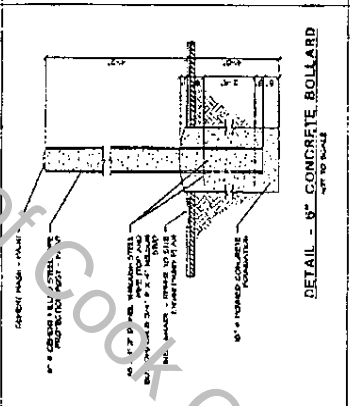
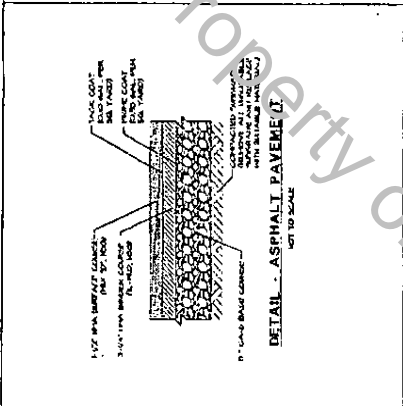
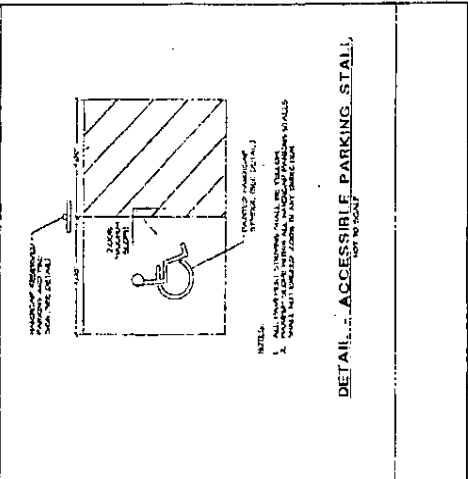
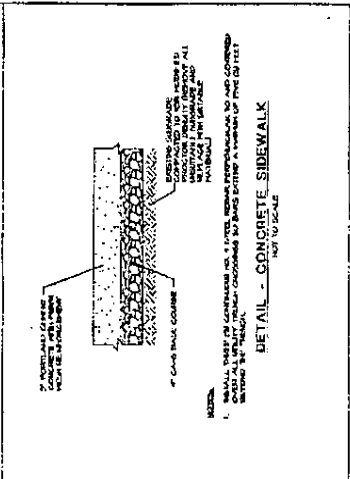
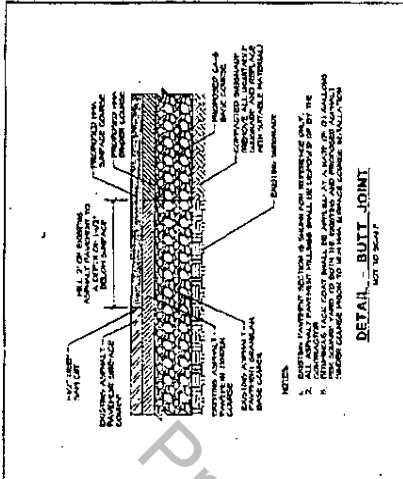
**PROPOSED SANITARY SEWER**

- PROPOSED 12" SANITARY SEWER
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- PROPOSED 12" SANITARY SEWER

**PROPERTY OF COOK COUNTY CLERK'S OFFICE**

UNOFFICIAL COPY

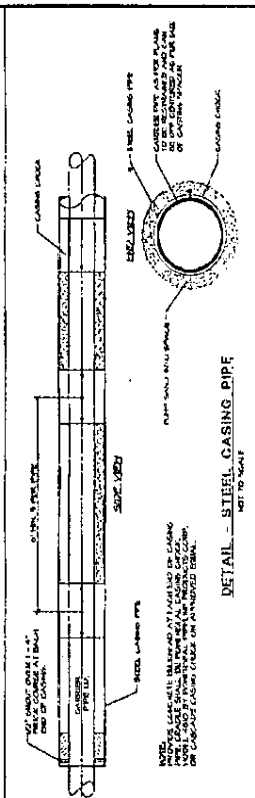
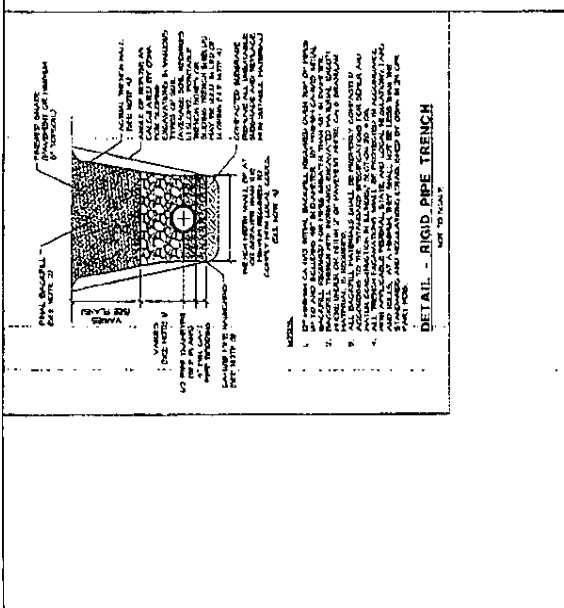
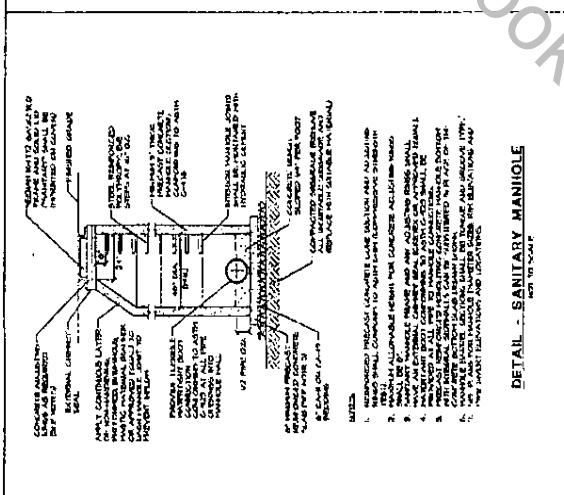
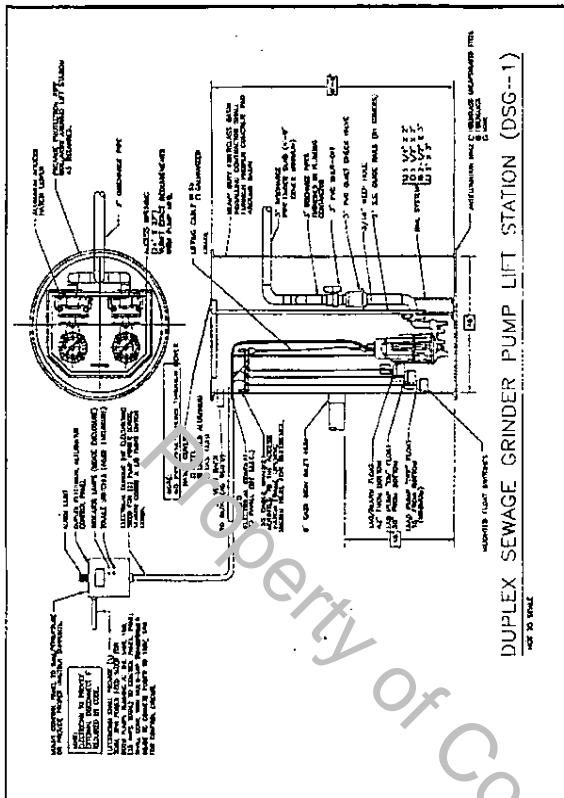
<b>W-T CIVIL ENGINEERING, LLC</b> 217 Spring Street Buffalo, NY 14203 (716) 835-1111 FAX: (716) 835-1112		<b>LOU MAMMATIS</b> 85 S. BUFFALO GROVE ROAD BUFFALO, NY 14208 (716) 835-1111		<b>CONSTRUCTION DETAILS</b>		DATE: 12/11/11 SCALE: 1/4" = 1'-0" DRAWN: AC/VE CHECK: JRM APPR: GJ/BDP TITLE:	<b>C-6.0</b> STALLS
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<b>W-T CIVIL ENGINEERING, LLC</b> 217 Spring Street Buffalo, NY 14203 (716) 835-1111 FAX: (716) 835-1112		<b>LOU MAMMATIS</b> 85 S. BUFFALO GROVE ROAD BUFFALO, NY 14208 (716) 835-1111		<b>CONSTRUCTION DETAILS</b>		DATE: 12/11/11 SCALE: 1/4" = 1'-0" DRAWN: AC/VE CHECK: JRM APPR: GJ/BDP TITLE:	<b>C-6.0</b> STALLS
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UNOFFICIAL COPY

<b>WT</b> CIVIL ENGINEERS & ARCHITECTS 1373 N. HAWTHORNE CHICAGO, ILL. 60642 TEL. 431-7100	<b>LOU MALMAT'S</b> CONSTRUCTION DETAILS 85 S. BUFFALO GROVE ROAD BUFFALO GROVE, ILL. 60089
DATE: _____ SCALE: 1/8" = 1'-0" DRAWN: ACME CHECK: JPB JOB: CHICAGO SHEET: C-6.1	



Property of Cook County Clerk's Office





UNOFFICIAL COPY

W-T CIVIL ENGINEERING, LLC  
CIVIL ENGINEERING DIVISION  
1000 N. W. 10TH AVENUE, SUITE 1000  
MIAMI, FL 33136  
DATE: 07/12/2016

PROJECT: B.S. BUENOS AIRES  
SCALE: N12  
DRAWN: JACAR  
CHECKED: JPB  
JOB: GENCONP  
SHEET: C-7.1

07/12/2016  
STD. DWG. NO. 18  
PAGE NO. 19

6. FOUNDATION AND EXISTING CONDITIONS  
1. THE CONTRACTOR SHALL INSTALL THE BRUSH AND SEWER CONTROL IN VIEWS AS SHOWN ON THE APPROVED DESIGN AND EXISTING CONTROL PLAN.  
2. DESIGN AND EXISTING CONTROL PRACTICES SHALL BE FUNCTIONAL IN ORDER TO HYDROLOGIC CONTINUITY OF THE SITE.  
3. THE CONTRACTOR SHALL MAINTAIN THE EXISTING BRUSH AND SEWER CONTROL AND ADJUST CONTROL PRACTICES AS NECESSARY TO MAINTAIN THE EXISTING BRUSH AND SEWER CONTROL.  
4. A COPY OF THE APPROVED DESIGN AND EXISTING CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.  
5. INSPECTIONS AND DOCUMENTATION SHALL BE MAINTAINED AT ALL TIMES.  
6. THE CONTRACTOR SHALL MAINTAIN THE BRUSH AND SEWER CONTROL THROUGHOUT THE CONSTRUCTION PERIOD.  
7. THE CONTRACTOR SHALL MAINTAIN THE BRUSH AND SEWER CONTROL THROUGHOUT THE CONSTRUCTION PERIOD.  
8. THE CONTRACTOR SHALL MAINTAIN THE BRUSH AND SEWER CONTROL THROUGHOUT THE CONSTRUCTION PERIOD.  
9. THE CONTRACTOR SHALL MAINTAIN THE BRUSH AND SEWER CONTROL THROUGHOUT THE CONSTRUCTION PERIOD.  
10. THE CONTRACTOR SHALL MAINTAIN THE BRUSH AND SEWER CONTROL THROUGHOUT THE CONSTRUCTION PERIOD.

11. ALL EXISTING BRUSH AND SEWER CONTROL SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.  
12. THE CONTRACTOR SHALL MAINTAIN THE BRUSH AND SEWER CONTROL THROUGHOUT THE CONSTRUCTION PERIOD.  
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TECHNICAL GUIDANCE MANUAL  
MWRD GENERAL NOTES



DATE: 07/12/2016

STD. DWG. NO. 18

PAGE NO. 19

07/12/2016

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PAGE NO. 19

07/12/2016

STD. DWG. NO. 18

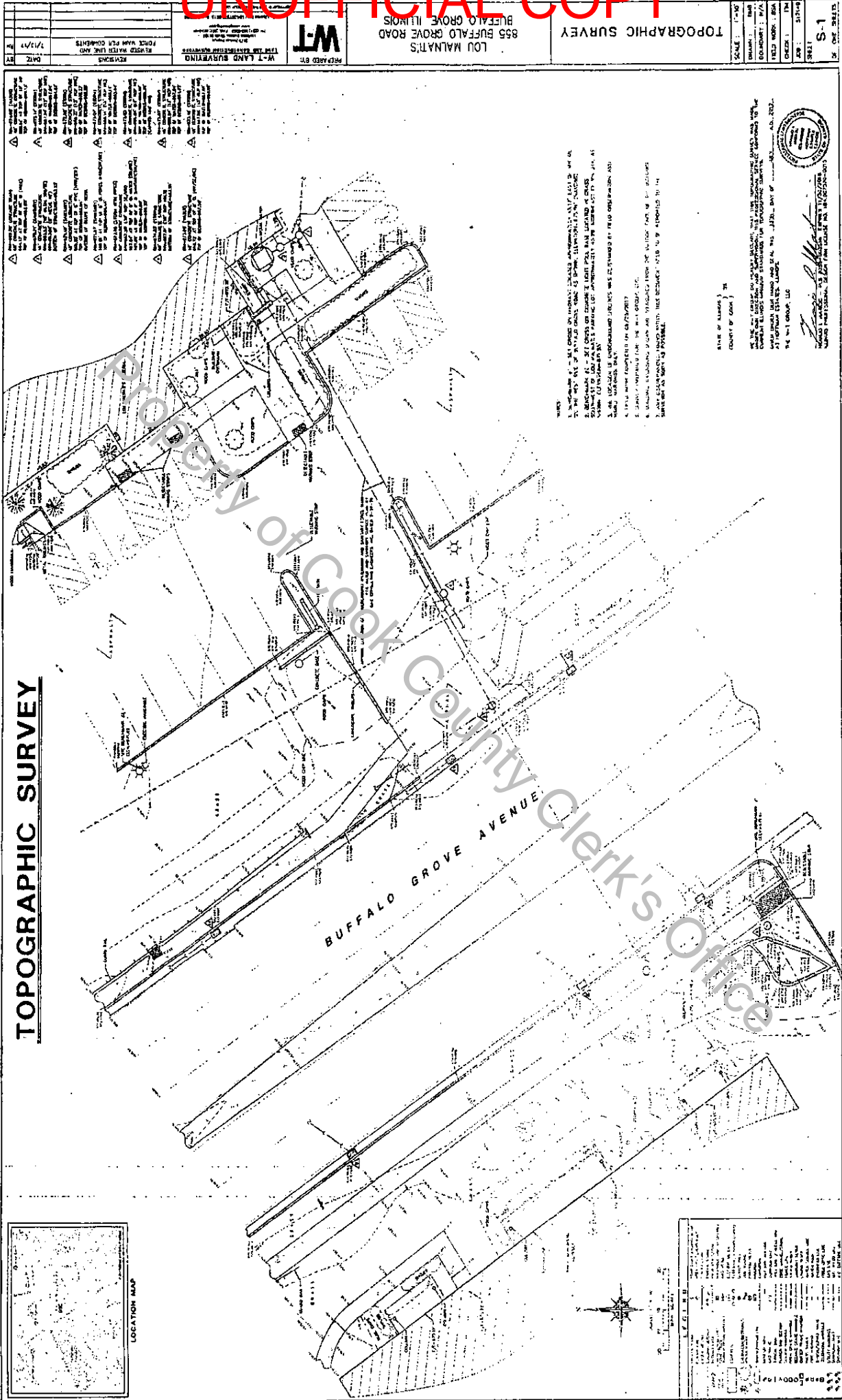
PAGE NO. 19

07/12/2016

STD. DWG. NO. 18

PAGE NO. 19

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**TOPOGRAPHIC SURVEY**



LOCATION MAP



**LEGEND**

- 1" = 100'
- 1" = 200'
- 1" = 300'
- 1" = 400'
- 1" = 500'
- 1" = 600'
- 1" = 700'
- 1" = 800'
- 1" = 900'
- 1" = 1000'

**SYMBOLS**

- Property Lines
- Easements
- Utility Lines
- Other

1. THIS SURVEY IS A TOPOGRAPHIC SURVEY AND IS NOT A PLAT OF LAND. IT IS NOT A GUARANTEE OF TITLE OR A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

2. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY UNLAWFUL ENCROACHMENTS OR VIOLATIONS OF ANY APPLICABLE ORDINANCES.

3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURROUNDING AREA AND HAS FOUND NO EVIDENCE OF ANY UNLAWFUL ENCROACHMENTS OR VIOLATIONS OF ANY APPLICABLE ORDINANCES.

4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY UNLAWFUL ENCROACHMENTS OR VIOLATIONS OF ANY APPLICABLE ORDINANCES.

STATE OF ILLINOIS )  
COUNTY OF COOK )

TOPOGRAPHIC SURVEY

LOU MALNATI'S  
855 BUFFALO GROVE ROAD  
BUFFALO GROVE, ILLINOIS

W-T LAND SURVEYING  
1515 W. 15TH STREET  
CHICAGO, ILLINOIS 60604

REVISIONS  
REVISION NUMBER AND DATE  
REVISION DESCRIPTION

DATE  
1/11/21

NO. OF SHEETS  
S-1

DATE  
1/11/21

CHECKED BY  
LOU MALNATI

SCALE: 1"=40'

DATE: 1/11/21

PROJECT: W-T LAND SURVEYING

NO. OF SHEETS: 1

CHECKED BY: LOU MALNATI

DATE: 1/11/21

STATE OF ILLINOIS )  
COUNTY OF COOK )

TOPOGRAPHIC SURVEY

LOU MALNATI'S  
855 BUFFALO GROVE ROAD  
BUFFALO GROVE, ILLINOIS

W-T LAND SURVEYING  
1515 W. 15TH STREET  
CHICAGO, ILLINOIS 60604

REVISIONS  
REVISION NUMBER AND DATE  
REVISION DESCRIPTION

DATE  
1/11/21

NO. OF SHEETS  
S-1

DATE  
1/11/21

CHECKED BY  
LOU MALNATI

SCALE: 1"=40'

DATE: 1/11/21

PROJECT: W-T LAND SURVEYING

NO. OF SHEETS: 1

CHECKED BY: LOU MALNATI

DATE: 1/11/21

**ENGINEER'S OPINION OF PROBABLE COST  
LAKE COOK ROAD UTILITY REPAIR IMPROVEMENTS  
BUFFALO GROVE, IL  
5192.000**

**UNOFFICIAL COPY**

**GHA GEWALT HAMILTON  
ASSOCIATES, INC.**

CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061

Tel. 847.478.9700 • Fax 847.478.9701

www.gha-engineers.com

Date: March 14, 2018

Prepared by: John Briggs

**ORIGINAL LOU MALNATI'S SERVICE TOTALS**

PAY CODE	DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	VALUE
1	On-Site Bypass Collection and Disposal (Special), 0"-6" Forcemain	\$1,500.00	EA	1.0	\$1,500.00
2	Forcemain Removal, 4"	\$15.00	FT	38.0	\$570.00
3	Forcemain Connection (Special), 4"	\$1,500.00	EA	2.0	\$3,000.00
4	Sanitary Sewer Forcemain, 4"	\$75.00	FT	38.0	\$2,850.00
5	Trench Backfill	\$35.00	CY	20.7	\$724.50
<b>SANITARY TOTAL</b>					<b>\$8,644.50</b>

\*Since Gewalt-Hamilton Associates Inc. Has No Control Over the Cost of Labor, Materials, or Equipment, or Over the Contractor's Methods of Determining Prices, or Over Competitive Bidding of Market Conditions, Opinions of Probable Costs, as Provided for Herein, Are to be Made on the Basis of Experience and Qualifications and Represent the Best Judgement as a Design Professional Familiar with the Construction Industry. Gewalt-Hamilton Associates, Inc., Cannot and Does Not Guarantee That Proposals, Bids, or The Construction Costs Will Not Vary From Opinions of Probable Cost Prepared for the Owner.

**ENGINEER'S OPINION OF PROBABLE COST  
LAKE COOK ROAD UTILITY REPAIR IMPROVEMENTS  
BUFFALO GROVE, IL  
5192.000**

**GHA GEWALT HAMILTON  
ASSOCIATES, INC.**

CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061

Tel. 847.478.9700 • Fax 847.478.9701

www.gha-engineers.com

Date: March 14, 2018

Prepared by: John Briggs

**REVISED LOU MALNATI'S SERVICE TOTALS**

PAY CODE	DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	VALUE
1	On-Site Bypass Collection and Disposal (Special), 0"-6" Forcemain	\$1,500.00	EA	1.0	\$1,500.00
2	Forcemain Service Valve & Box Abandonment	\$500.00	EA	1.0	\$500.00
3	Forcemain Removal, 3"	\$15.00	FT	20.0	\$300.00
4	Sanitary Manhole to be Removed	\$750.00	EA	1.0	\$750.00
5	Fill and Abandon Existing Forcemain, 3"	\$1,500.00	LS	1.0	\$1,500.00
6	Forcemain Connection (Special), 3"	\$1,000.00	EA	4.0	\$4,000.00
7	Forcemain Pressure Connection (Special), 3"	\$2,000.00	EA	1.0	\$2,000.00
8	Forcemain Backflow Preventer, 3"	\$1,000.00	EA	1.0	\$1,000.00
9	60" Diameter Sanitary Manhole with Frame & Self-Sealing Lid	\$3,500.00	EA	1.0	\$3,500.00
10	Sanitary Sewer Forcemain, 3"	\$85.00	FT	120.0	\$10,200.00
11	Sidewalk Removal	\$2.00	SF	200.0	\$400.00
12	Aggregate Base Course, Type B, 4"	\$6.00	SY	22.0	\$132.00
13	PC Concrete Sidewalk, 5"	\$4.50	SF	200.0	\$900.00
14	Trench Backfill	\$35.00	CY	102.2	\$3,577.00
<b>SANITARY TOTAL</b>					<b>\$30,259.00</b>

\*Since Gewalt-Hamilton Associates Inc. Has No Control Over the Cost of Labor, Materials, or Equipment, or Over the Contractor's Methods of Determining Prices, or Over Competitive Bidding of Market Conditions, Opinions of Probable Costs, as Provided for Herein, Are to be Made on the Basis of Experience and Qualifications and Represent the Best Judgement as a Design Professional Familiar with the Construction Industry. Gewalt-Hamilton Associates, Inc., Cannot and Does Not Guarantee That Proposals, Bids, or The Construction Costs Will Not Vary From Opinions of Probable Cost Prepared for the Owner.

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EXHIBIT C- TO THE STIPULATION AGREEMENT

AGREED FINAL JUDGMENT ORDER

Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS**

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RECORDER OF DEEDS**

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

COUNTY OF COOK, a body politic and	)	
corporate of the State of Illinois,	)	
	)	Case No. 16 L 050803
Plaintiff,	)	
v.	)	
	)	Condemnation
85 SOUTH BUFFALO GROVE, LLC, a Delaware	)	Parcel No. OKR0030 & TE
Limited Liability Company, LOU MALNATT'S	)	
PIZZERIA MALNATI ORGANIZATION, COOK	)	
COUNTY TREASURER, UNKNOWN OWNERS	)	
AND NON-RECORD CLAIMANTS,	)	JURY DEMAND
	)	
Defendants.	)	

### AGREED FINAL JUDGMENT ORDER

This matter coming on to be heard upon the Complaint for Condemnation filed by Plaintiff, the County of Cook ("Plaintiff" or "County"), for the ascertainment of just compensation to be paid by Plaintiff for the taking of property for public purposes has appeared through its attorney, Kimberly M. Foxx, State's Attorney of Cook County, by Alvin Portis, assistant State's Attorney. Defendant, 85 South Buffalo Grove, LLC ("Owner") has appeared by its attorney, Law Office of Bryan P. Lynch, P.C. Unknown Owners and Non-Record Claimants have not appeared. Unknown Owners have been served by publication, but have failed to appear or otherwise plead.

Plaintiff and Owner, (collectively the "Parties") have entered into the attached Stipulation (identified as Exhibit C) to the Agreed Final Judgment Order which is incorporated herein and made a part hereof ("Stipulation").

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**BASED UPON THE STIPULATION OF THE PARTIES, THE COURT HEREBY  
FINDS AND DETERMINES AS FOLLOWS:**

1. The real property sought to be acquired by Plaintiff in this action in fee simple interest is legally described in Exhibit A attached hereto and commonly known as parcel OKR0030, in addition, Plaintiff seeks to acquire a non-exclusive temporary easement for construction purposes which shall be for five (5) years from entry of this Agreed Final Judgment Order or until Plaintiff's construction is complete, whichever shall occur first, which is legally described in Exhibit B and commonly known as parcel OKR0030TE, both parcels shall be collectively referred to herein as the "Subject Property."

2. Plaintiff, a governmental body, is vested with and has the authority to exercise the right of eminent domain pursuant to 605 ILCS 5/5-801 (2017).

3. The Subject Property is subject to said exercise of such right and the right is being properly exercised in this proceeding.

4. The Subject Property is being acquired for a public purpose.

5. The Court has jurisdiction over all the parties to the suit who may be interested in the Subject Property and over the subject matter hereof.

6. Plaintiff and Owner have negotiated the just compensation to be paid by Plaintiff to Owner for the Subject Property.

7. The Parties have waived a trial by jury for the viewing of the Subject Property and for the determination of the Just Compensation and have entered into a Stipulation which is attached hereto and incorporated herein.

8. Pursuant to the Stipulation (attached as Exhibit C), the just compensation to be paid for the fee simple taking of parcel OKR0030 and a temporary easement to parcel

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0KR0030TE, and any damages to the remainder is the sum of FOURTY-NINE THOUSAND DOLLARS and 00/100 (\$49,000.00) (the "Condemnation Award"). Except for the payment of FOURTY-NINE THOUSAND DOLLARS and 00/100 (\$49,000.00) (the "Condemnation Award") no other monies, good or services will be paid by Plaintiff, except for those obligations contained in the Construction Agreement which is attached as Exhibit 1-S to the Stipulation. The Stipulation is attached hereto as Exhibit C.

9. The Condemnation Award will be deposited within sixty (60) days of the entry of this Agreed Final Judgment Order.

10. Pursuant to the Stipulation (Exhibit C), Owner will transfer to Plaintiff full fee simple interest to Parcel 0KR0030 and a non-exclusive temporary easement over and across Parcel 0KR0030TE for five (5) years or until completion of Plaintiff's construction project, whichever shall occur first, upon the deposit of the Condemnation Award. Plaintiff shall have priority of use of Parcel 0KR0030TE and Owner's use shall not interfere or obstruction Plaintiff. Any personal property, equipment and inventory remaining on the Subject Property after the deposit of the Condemnation Award shall be deemed abandoned. Plaintiff shall have the full right and authority to dispose of said personal property, equipment and inventory remaining on the Subject Property.

11. Plaintiff shall pay all fees and costs in connection with the transfer of the Subject Property (including state, county and municipal transfer taxes, recording fees and title charges). The Parties agree that each party is responsible for its own legal fees.

**IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED:**

1. The Just Compensation to be paid by Plaintiff for the fee simple taking of parcel 0KR0030 and a non-exclusive temporary easement to parcel 0KR0030TE for construction

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purposes, which shall be for five (5) years from entry of this Agreed Final Judgment Order or until Plaintiff's construction is complete, whichever shall occur first, and any damages to the remainder is the sum of FOURTY-NINE THOUSAND DOLLARS and 00/100 (\$49,000.00).

2. The Just Compensation shall be deposited with the Treasurer of Cook County within sixty (60) days of the entry of this Agreed Final Judgment Order. No statutory interest shall accrue on the award for said sixty (60) days. Statutory interest shall accrue on the award if it is deposited after the 60<sup>th</sup> day.

3. **IT IS FURTHER ORDERED AND ADJUDGED** that upon the deposit of the Condemnation Award with the Treasurer of Cook County, Plaintiff shall thereby acquire and be vested with fee simple title to and possession of the real property identified as Parcel OKR0030 which is legally described in Exhibit A, free and clear of all encumbrances and real estate taxes, and Plaintiff shall acquire a temporary non-exclusive easement for construction purposes for a period not to exceed five (5) years from the entry of this Agreed Final Judgment Order or until completion of Plaintiff's construction project, whichever shall occur first, over and across the real property identified as Parcel OKR0030TE which is legally described in Exhibit B. All liens, including mortgages and real estate tax liens shall attach and transfer to the Condemnation Award and shall be extinguished and void as to the real property described in Exhibit A.

4. Owner shall transfer full fee simple interest to Parcel OKR0030 and a five (5) year non-exclusive temporary easement from entry of this Agreed Final Judgment Order or until Plaintiff's construction is complete, whichever shall occur first, over and across Parcel OKR0030TE to Plaintiff upon the deposit of the Condemnation Award. Any personal property inventory or equipment left on the Subject Property on the date of the deposit of the Condemnation Award shall be deemed abandoned and transferred to Plaintiff.



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5. Plaintiff shall maintain vehicular ingress and egress to the Owner's real property through Parcel OKR0030TE at all times.

6. This Court shall retain jurisdiction of the above entitled cause for the purpose of enforcing the Stipulation (Exhibit C), the Agreed Final Judgment Order, the Construction Agreement (Exhibit 1-S to the Stipulation), the disbursement and application of the Condemnation Award, the clearance of title and payment or refund of real estate taxes due for the Subject Property as provided in the Stipulation and in this Agreed Final Judgment Order.

**IT IS FURTHER ORDERED AND ADJUDGED** that this Court finds no just reason to delay the enforcement of this judgment entered herein.

ENTERED:

\_\_\_\_\_  
JUDGE

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

**COOK COUNTY  
RECORDER OF DEEDS**

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**EXHIBIT A- TO THE AGREED FINAL JUDGMENT ORDER  
LEGAL DESCRIPTION-PARCEL 0KR0030**

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**COOK COUNTY  
RECORDER OF DEEDS**

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RECORDER OF DEEDS**

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Route : Lake-Cook Road (FAU 0379)  
 Section: 13-A5015-02-EG  
 County : Cook  
 Job No.: R-90-017-14  
 Parcel : OKR0030  
 Sta. 859+21.63 To Sta. 861+18.37

Index No. 03-04-101-003  
 03-04-101-004

That part of the Northwest Quarter of Section 4, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the southwest corner of the Southwest Quarter of Section 33, Township 43 North, Range 11 East of the Third Principal Meridian; thence on an Illinois Coordinate System NAD 83(2007) East Zone bearing of South 89 degrees 36 minutes 47 seconds East along the south line of the Southwest Quarter of said Section 33, a distance of 933.47 feet to the center line of Buffalo Grove Road according to right of way plat recorded March 1, 1979 as document number 24865307; thence South 33 degrees 47 minutes 17 seconds East along the said center line of Buffalo Grove Road, a distance of 304.40 feet; thence North 56 degrees 12 minutes 43 seconds East, a distance of 80.00 feet to the northeasterly right of way line of Buffalo Grove Road according to Judgment Order filed December 3, 1975 in the Circuit Court of Cook County, Illinois as Case Number 75 L 5534; thence South 33 degrees 47 minutes 17 seconds East along the said northeasterly right of way line of Buffalo Grove Road, a distance of 15.60 feet to an angle point on said northeasterly right of way line; thence South 28 degrees 04 minutes 39 seconds East along the said northeasterly line of Buffalo Grove Road, a distance of 104.53 feet to the point of beginning; thence South 29 degrees 50 minutes 49 seconds East, a distance of 193.73 feet to a point of curvature; thence southeasterly 3.29 feet along a curve to the left having a radius of 22868.31 feet, the chord of said curve bears South 34 degrees 01 minute 15 seconds East, 3.29 feet to the southeasterly line of the grantor according to trustee's deed recorded September 14, 1999 as document number 99868810; thence South 54 degrees 48 minutes 58 seconds West along the southeasterly line of the grantor according to said trustee's deed, a distance of 0.33 feet to the northeasterly right of way line of Buffalo Grove Road recorded April 2, 1979 as document number 24901289; thence North 33 degrees 47 minutes 17 seconds West along the said northeasterly right of way line of Buffalo Grove Road, a distance of 60.28 feet to the northeasterly right of way line of Buffalo Grove Road according to said Judgment Order Case Number 75 L 5534; thence North 28 degrees 04 minutes 39 seconds West along the said northeasterly right of way line of Buffalo Grove Road, a distance of 136.97 feet to the point of beginning.

Said parcel containing 0.010 acre, more or less, or 420 square feet, more or less.

Exhibit A

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**EXHIBIT B- TO THE AGREED FINAL JUDGMENT ORDER  
LEGAL DESCRIPTION-PARCEL OKR0030TE**

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**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

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Route : Lake-Cook Road (FAU 0379)  
 Section: 13-A5015-02-EG  
 County : Cook  
 Job No.: R-90-017-14  
 Parcel : OKR0030T.E.  
 Sta. : 859+21.63 To Sta. 862+05.00

Index No. 03-04-101-003  
 03-04-101-004

That part of the Northwest Quarter of Section 4, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the southwest corner of the Southwest Quarter of Section 33, Township 43 North, Range 11 East of the Third Principal Meridian; thence on an Illinois Coordinate System NAD 83 (2007) East Zone bearing of South 89 degrees 36 minutes 47 seconds East along the south line of the Southwest Quarter of said Section 33, a distance of 933.47 feet to the center line of Buffalo Grove Road according to right of way plat recorded March 1, 1979 as document number 24865307; thence South 33 degrees 47 minutes 17 seconds East along the said center line of Buffalo Grove Road, a distance of 204.40 feet; thence North 56 degrees 12 minutes 43 seconds East, a distance of 80.00 feet to the northeasterly right of way line of Buffalo Grove Road according to Judgment Order filed December 3, 1975 in the Circuit Court of Cook County, Illinois as Case Number 75 L 5534; thence South 33 degrees 47 minutes 17 seconds East along the said northeasterly right of way line of Buffalo Grove Road, a distance of 15.60 feet to an angle point on said northeasterly right of way line; thence South 28 degrees 04 minutes 39 seconds East along the said northeasterly line of Buffalo Grove Road, a distance of 77.46 feet to the point of beginning; thence continuing South 28 degrees 04 minutes 39 seconds East along the said northeasterly right of way line of Buffalo Grove Road, a distance of 87.07 feet; thence South 29 degrees 50 minutes 49 seconds East, a distance of 193.73 feet to a point of curvature; thence southeasterly 3.29 feet along a curve to the left having a radius of 22868.31 feet, the chord of said curve bears South 34 degrees 01 minute 15 seconds East, 3.29 feet to the southeasterly line of the grantor according to trustee's deed recorded September 14, 1999 as document number 99868810; thence North 54 degrees 48 minutes 58 seconds East along the southeasterly line of the grantor according to said trustee's deed, a distance of 10.58 feet; thence North 32 degrees 49 minutes 39 seconds West, a distance of 29.05 feet; thence North 15 degrees 27 minutes 03 seconds East, a distance of 7.68 feet; thence North 33 degrees 55 minutes 35 seconds West, a distance of 10.00 feet; thence North 88 degrees 19 minutes 56 seconds West, a distance of 8.60 feet; thence North 33 degrees 52 minutes 22 seconds West, a distance of 28.89 feet; thence North 31 degrees 32 minutes 09 seconds West, a distance of 50.04 feet; thence North 17 degrees 37

(Continued)

Exhibit B

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Route : Lake-Cook Road (FAU 0379)  
 Section: 13-A5015-02-EG  
 County : Cook  
 Job No.: R-90-017-14  
 Parcel : OKR0030T.E.  
 Sta. 859+21.63 To Sta. 862+05.00

Index No. 03-04-101-003  
 03-04-101-004

minutes 14 seconds West, a distance of 9.49 feet; thence North 29 degrees 18 minutes 48 seconds West, a distance of 15.28 feet; thence North 46 degrees 23 minutes 00 seconds West, a distance of 6.81 feet; thence North 29 degrees 18 minutes 48 seconds West, a distance of 43.52 feet; thence North 13 degrees 14 minutes 41 seconds East, a distance of 12.15 feet; thence North 58 degrees 14 minutes 41 seconds East, a distance of 21.32 feet; thence North 33 degrees 49 minutes 35 seconds West, a distance of 38.21 feet; thence South 56 degrees 53 minutes 41 seconds West, a distance of 17.26 feet; thence North 33 degrees 49 minutes 35 seconds West, a distance of 21.45 feet; thence North 66 degrees 28 minutes 21 seconds West, a distance of 15.67 feet to the point of beginning.

Said temporary easement containing 0.063 acre, more or less.

Said temporary easement to be used for construction purposes.

**COOK COUNTY**  
**RECORDER OF DEEDS**

COOK County Clerk's Office