



## THE COURT FINDS:

1. The acquisition of the subject parcel and the irremovable equipment has been properly authorized by ordinance of Plaintiff, is subject to the exercise of the power of eminent domain by Plaintiff, and such power is not improperly exercised in this proceeding.
2. The agreed award of preliminary just compensation, as set forth herein, may be immediately withdrawn by Defendant and will be non-refundable, and in no event will the final amount of just compensation be less than said preliminary award, notwithstanding the amount of a jury verdict; the amount of said agreed preliminary award shall not be admissible, and shall in no way restrict evidence of value to be presented in the event of a jury trial.
3. The Defendant shall tender possession of the subject property upon the entry of an Order vesting title and possession in Plaintiff. In addition, if possession is not delivered on/or before the date of deposit of the preliminary compensation, Plaintiff shall have the right to the immediate entry of a writ of assistance, with all costs associated with the issuance of said writ of assistance and sheriff costs to be assessed against the Defendant and payable immediately to the Plaintiff upon evidence of actual cost to Plaintiff.
4. The parties agree that nothing in the Agreed Order shall serve to limit or effect Defendant's right to relocation assistance.

THE COURT DOES FURTHER FIND that Defendants as stated shall be allowed to remain in possession of the subject property until the Court enters an Order vesting title and possession in Plaintiff. During the period of possession by Defendant, the Defendant shall assume all risk of damage to the property or injury to persons while occupying the subject property. That the Defendant shall have the responsibility to maintain adequate insurance for bodily injury, personal property or property damage and other necessary liability insurance. The Defendant as stated shall hold Plaintiff harmless against any claim, injury or death occurring on the premises during defendants period of occupancy.

THE COURT DOES FURTHER FIND that based upon the agreement of the parties preliminary just compensation for fee simple title to the property legally described on Exhibit "A" is the sum of Eighty-Five Thousand Dollars (\$85,000.00) and shall be deposited, no later than (120) days from the date of this Agreed Order for the benefit of the owner and party or parties interested in the real property described herein.

IT IS FURTHER ORDERED:

1. That the above findings are incorporated as terms and condition of this Agreed Order.
2. That upon the deposit of the Eighty- Five Thousand Dollars (\$85,000.00) preliminary compensation and evidence of same being presented to the Court that the deposit has been made as provided above, the Court shall enter an Order vesting in Plaintiff and the right of possession to the subject parcel pursuant to the terms of this Order.

ENTER:

*[Signature]* JUDGE ALEXANDER P. WHITE  
 AUG 23 1999  
 \_\_\_\_\_  
 Judge Circuit Court - 241 *mp*

AGREED:

Plaintiff, City of Chicago

Defendants, SALEM BAPTIST CHURCH, AND CHICAGO TRUST COMPANY, TRUSTEE UNDER TRUST # 1101001

By:

*[Signature]*  
 Rick Taylor  
 Assistant Corporation Counsel  
 Suite 1610  
 30 North LaSalle Street  
 Chicago, Illinois 60602  
 (312) 744-7377  
 Attorney No. 90909

By:

*[Signature]*  
 Righeimer, Martin & Ciquino P.C.  
 135 South LaSalle Street  
 Chicago, Illinois  
 (312) 726-5646  
 (312) 781-1855

DATE: AUG 24 1999  
*[Signature]*  
 CLERK OF THE CIRCUIT COURT OF COOK COUNTY, IL  
 THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE PENALTY OF THE LAW

**EXHIBIT A  
71<sup>ST</sup> STREET CORRIDOR  
PARCEL 7-3**

2216-24 EAST 71<sup>ST</sup> STREET, CHICAGO, ILLINOIS  
20-24-428-006-000

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LOT 22, 23, 24 AND 25 INCLUSIVE IN BLOCK 6 BEING A RESUBDIVISION OF BLOCKS 10, 11 AND PART OF BLOCK 12 IN THE SOUTH SHORE DIVISION NUMBER 5, BEING SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office