

RESOLUTION NO. R2026-17

**A RESOLUTION APPROVING THE STIPULATED SETTLEMENT AGREEMENT
BETWEEN THE CITY OF WARRENVILLE AND LASALLE BANK, N.A., AS TRUSTEE,
AND FINAL ORDER OF JUDGMENT (25 ED 005; MACK ROAD)**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, on April 7, 2025, the City Council adopted Ordinance No. O2025-17, authorizing the acquisition of certain easements and fee simple portions of several properties, including 29W530 Mack Road, Warrenville, Illinois ("**Property**"); and

WHEREAS, on June 18, 2025, the City filed a complaint for condemnation of certain easements and fee simple portions of the Property ("**Real Property**"); and

WHEREAS, the Property is currently owned by LaSalle Bank, N.A., as Trustee, under Trust Number 38793, dated September 12, 1969 and Francine Manilow (now deceased) as the Beneficial Owner of Trust 38793, the Francine R. Manilow Self Declaration of Trust ("**Owners**"); and

WHEREAS, the City and the Owners have reached an agreement to resolve the all pending matters between them regarding the acquisition of the Real Property ("**Settlement Agreement**"); and

WHEREAS, pursuant to the Settlement Agreement, the City will pay \$75,000.00 to the Owner as compensation for the Real Property, and the pending condemnation case will be resolved pursuant to an agreed final order of judgment ("**Agreed Final Order**"); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Agreed Final Order and enter into the Settlement Agreement with the Owners, in accordance with this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Settlement Agreement and Final Order. The Settlement Agreement is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and the Agreed Final Order is approved in substantially form attached to this Resolution as **Exhibit B**, and in final forms approved by the Mayor and the City's legal counsel.

SECTION 3: Execution. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City, the final Settlement Agreement and any other documentation, in forms acceptable to the Mayor and the City's legal counsel, necessary to effectuate the acquisition of the Real Property pursuant to the Settlement Agreement and the Agreed Final Order.

SECTION 3: Effective Date. This Resolution shall be in full force and effect following its passage and approval by the City Council in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS ____ day of _____, 2026.

AYES: ____ NAYS: ____ ABSENT: ____ ABSTAIN: ____

APPROVED THIS ____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
SETTLEMENT AGREEMENT

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**

THE CITY OF WARRENVILLE, AN ILLINOIS))	
MUNICIPAL CORPORATION,)	Case No. 25 ED 005
Plaintiff,)	
v.)	Condemnation
LASALLE NATIONAL BANK, N.A, AS TRUSTEE))	Parcel: 0006
UNDER THE PROVISIONS OF A TRUST))	0006PE
AGREEMENT DATED THE 12TH DAY OF))	0006TE
SEPTEMBER, 1969 KNOWN AS TRUST NUMBER))	
38793; FRANCINE MANILOW; AND UNKNOWN))	PIN: 04-22-304-003
OWNERS AND NON-RECORD CLAIMANTS,))	JURY DEMAND
generally,)	

Defendants.

STIPULATION AND SETTLEMENT AGREEMENT

The Plaintiff, the City of Warrenville, an Illinois municipal corporation (“the City”), and the Defendants LaSalle National Bank, N.A, as Trustee under the provisions of a Trust Agreement dated the 12th day of September, 1969 known as Trust Number 38793 (“Trust 38793”) and Francine Manilow, (now deceased), now known as, the Beneficial Owners of Trust 38793, the Francine R. Manilow Self Declaration of Trust (the “Manilow Trust”) enter into the following Stipulation and Settlement Agreement ("Agreement"):

1. On June 18, 2025, the City filed a Complaint for Condemnation.
2. The City seeks to acquire the following real property rights identified in Paragraph 7 of its Complaint for Condemnation: (a) the full fee simple taking of Parcel 0006, legally described in Exhibit A; (b) the taking of a permanent easement over, under, across and upon real property designated as Parcel 0006PE, legally described in Exhibit B; and (c) a temporary easement for construction purposes for a period not to exceed five years from the date of vesting of title or until completion of construction operations, whichever occurs first, across and upon Parcel 0006TE, legally described in Exhibit C.

3. Parcels 0006, 0006PE and 0006TE are part of a larger parcel with a common address of 29W530 Mack Road, West Chicago, in DuPage County, Illinois (the "Subject Property").

4. On June 18, 2025, Francine Manilow was the sole beneficiary of the Trust 38793 and owned fee simple title to the Subject Property, including, but not limited to, Parcels 0006, 0006PE and 0006TE. On June 24, 2025, Manilow was served with process. Shortly after filing the Complaint for Condemnation and receipt of service of process, Francine Manilow passed away. Following her passing, ownership of the Subject Property was transferred to the Manilow Trust.

5. The City is represented by Amanda J. Ripp, Walker Wilcox Matousek LLP, One North Franklin Street, Suite 3200, Chicago, Illinois 60606

6. Manilow Trust is represented by Chris Hales, Burke Burns & Pinelli, Ltd, 70 West Madison, Suite 4300, Chicago, IL 60602.

7. The City has the authority to exercise the right of eminent domain; the property sought to be taken herein is subject to the exercise of such right; and such right is not being improperly exercised in this proceeding.

8. On January 12, 2026, the Court granted default judgment against defendants Unknown Owners and Non-Record Claimants.

9. The signatories for the parties represent and warrant that they have the authority and the right to enter into this Stipulation and Settlement Agreement on behalf of the City and the Manilow Trust.

10. The parties wish to settle all claims for final just compensation arising out of, or related to, the taking: a) full fee simple title to Parcel 0006; b) a permanent easement over, under, across and upon real property designated as Parcel 0006PE, and c) a temporary easement for

construction purposes for a period not to exceed five years from the date of vesting of title or until completion of construction operations, whichever occurs first, across and upon Parcel 0006TE, including the value of the parts taken, and any and all damage to the remainder caused by the takings, whether claimed or unclaimed.

11. The parties agree that the full and final just compensation for the taking, and any damage to the remainder relating to the taking, of Parcels 0006, 0006PE and 0006TE, whether claimed or unclaimed, is SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) (“Just Compensation”).

12. On March 2, 2026, counsel for the City submitted for adoption by the City a resolution authorizing the acquisition of Parcels 0006, 0006PE and 0006TE in the amount of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) and settlement of this matter, which was approved as Resolution R2026- .

13. The parties agree to present the Agreed Final Judgment Order, attached as Exhibit D, to the Circuit Court for entry.

14. Within ten (10) business days of the Court’s entry of the Agreed Final Judgment Order, the City shall deposit the Just Compensation with the DuPage County Treasurer.

15. Upon the deposit of the Just Compensation with the DuPage County Treasurer, the City shall have the right to present to the Circuit Court for entry an order vesting it with title and possession to Parcels 0006, 0006PE and 0006TE, in the form of the order attached as Exhibit E.

16. Upon the deposit of the Just Compensation, the Manilow Trust shall have the right to present to the Circuit Court for entry an order withdrawing the Just Compensation. Within sixty (60) days of receipt of the Just Compensation, the Manilow Trust shall remove all items or improvements, including but not limited to, a gate, fencing, faux brick driveway pillars and the

irrigation spigot, from Parcels 0006, 0006PE and 0006TE. Upon termination of Parcel 0006TE, the Manilow Trust, or its successors or assigns, shall have the right to install any improvements, subject to a building permit from the City, including a gate, fencing, faux brick driveway pillars, within Parcel 0006PE, as long as the improvements do not impact the highway use of Parcel 0006PE.

17. The parties to this Agreement agree to waive their right to a trial by jury.

18. The parties to this Agreement agree to waive any claims for payment of costs and attorneys' fees.

19. The parties to this Agreement agree to waive any claims for payment of interest whether arising by statute or by common law.

20. The parties to this Agreement agree not to appeal this order.

21. This Agreement is the entire and exclusive agreement between the parties and supersedes any written or oral understanding, promise, or agreement directly or indirectly related to this eminent domain action.

ACCEPTED AND AGREED:

CITY OF WARRENVILLE

By: _____
Andrew Johnson
Mayor of the City of Warrentville

CO-TRUSTEES OF TRUST 3879, THE FRANCINE R. MANILOW
SELF DECLARATION OF TRUST

FIFTH THIRD BANK, N.A.

By: _____
Kristen Stake, Vice President
Co-Trustee

By: _____
Caroline Brown
Co-Trustee

EXHIBIT B
FINAL ORDER

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**

THE CITY OF WARRENVILLE, AN ILLINOIS))	
MUNICIPAL CORPORATION,)	Case No. 25 ED 005
Plaintiff,)	
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SEPTEMBER, 1969 KNOWN AS TRUST NUMBER))	
38793; FRANCINE MANILOW; AND UNKNOWN))	PIN: 04-22-304-003
OWNERS AND NON-RECORD CLAIMANTS,))	JURY DEMAND
generally,)	

Defendants.

AGREED FINAL JUDGMENT ORDER

This matter coming to be heard on the Complaint for Condemnation filed by the City of Warrenville, an Illinois municipal corporation (“the City”) to acquire: 1) full fee simple title for public purposes to real property designated as Parcel 0006, legally described in Exhibit A; 2) a permanent easement over, under, across and upon real property designated as Parcel 0006PE, legally described in Exhibit B; and (c) a temporary easement for construction purposes for a period not to exceed five years from the date of vesting of title or until completion of construction operations, whichever occurs first, across and upon Parcel 0006TEHEREBY FINDS:

1. The City is represented by Amanda J. Ripp and Antonia S. Pritchard, Walker Wilcox Matousek LLP, One North Franklin Street, Suite 3200, Chicago, Illinois 60606.

2. Defendants LaSalle National Bank, N.A, as Trustee under the provisions of a Trust Agreement dated the 12th day of September, 1969 known as Trust Number 38793 (“Trust 38793”) and Francine Manilow, (now deceased), now known as, the Beneficial Owners of Trust 38793, the Francine R. Manilow Self Declaration of Trust (the “Manilow Trust”) are represented by Chris Hales, Burke Burns & Pinelli, Ltd, 70 West Madison, Suite 4300, Chicago, IL 60602.

3. Parcels 0006, 0006PE and 0006TE are part of a larger parcel with a common address of 29W530 Mack Road, West Chicago, in DuPage County, Illinois (“Subject Property”).

4. The Court has jurisdiction over the parties and over the Subject Property in this proceeding.

5. The parties have entered into a Stipulation and Settlement Agreement (the "Agreement"), which has been filed with the Court. The parties waive their rights to a trial by jury, incorporate the terms of the Agreement into this Agreed Final Judgment Order, and consent to the entry of this Agreed Final Judgment Order.

6. On June 18, 2025, the City filed a Complaint for Condemnation seeking to acquire: 1) full fee simple title for public purposes to real property designated as Parcel 0006, legally described in Exhibit A; 2) a permanent easement over, under, across and upon real property designated as Parcel 0006PE, legally described in Exhibit B; and (c) a temporary easement for construction purposes for a period not to exceed five years from the date of vesting of title or until completion of construction operations, whichever occurs first, across and upon Parcel 0006TE

7. On June 18, 2025, the Manilow Trust owned fee simple title to the Subject Property.

8. The City has authority to exercise the right of eminent domain; the property sought to be taken herein is subject to the exercise of such right; and such right is not being improperly exercised in this proceeding.

9. On January 12, 2026, the Court entered default judgment against Defendants Unknown Owners and Non-Record Claimants.

10. The full and final just compensation for the fee simple taking of the Subject Property, including compensation for the property rights being taken and for any and all damage

to the remainder, whether claimed or unclaimed, arising out of the takings is SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) (“Just Compensation”).

11. Within ten (10) business days from the entry of this Agreed Final Judgment Order, the City shall deposit with the DuPage County Treasurer \$75,000.00, which is the full and final amount of just compensation agreed to by the parties.

12. Upon the deposit of the Just Compensation with the DuPage County Treasurer, the City shall have the right to present to the Circuit Court for entry an order vesting it with title and possession to the Subject Property, in the form of the order attached at Exhibit D and shall be entitled to obtain a release and satisfaction of the Agreed Final Judgment Order.

13. After the deposit of the Just Compensation, the Manilow Trust may seek withdrawal of the Just Compensation subject to any real estate taxes that may be due and owing.

14. Within sixty (60) days of receipt of the Just Compensation, the Manilow Trust shall remove all items or improvements, including but not limited to, a gate, fencing, faux brick driveway pillars and the irrigation spigot, from Parcels 0006, 0006PE and 0006TE. Upon termination of Parcel 0006TE, the Manilow Trust, or its successors or assigns, shall have the right to install any improvements, subject to a building permit from the City, including a gate, fencing, faux brick driveway pillars, within Parcel 0006PE, as long as the improvements do not impact the highway use of Parcel 0006PE.

15. The parties waive their right to a trial by jury.

16. The parties have waived any claims for payment of costs and attorneys' fees.

17. The parties have waived any claim for interest, statutory or otherwise.

18. The parties have agreed not to appeal this order.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

A. The full and final just compensation, including compensation for the property rights being taken and for any and all damage to the remainder, whether claimed or unclaimed, arising out of the: 1) full fee simple title for public purposes to real property designated as Parcel 0006, legally described in Exhibit A; 2) a permanent easement over, under, across and upon real property designated as Parcel 0006PE, legally described in Exhibit B; and (c) a temporary easement for construction purposes for a period not to exceed five years from the date of vesting of title or until completion of construction operations, whichever occurs first, across and upon Parcel 0006TEis SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) (“Just Compensation”).

B. Upon deposit with the County Treasurer of the Just Compensation within ten (10) business days of the date of this Order, the City shall have the right to obtain possession and to be vested with fee simple title to the Subject Property, the legal descriptions of which are attached at Exhibits A, B and C, and the right to obtain a Release and Satisfaction of Judgment.

C. This is a final judgment order and there is no just reason for delaying enforcement or appeal of this order.

DATE: _____

ENTER: _____
JUDGE

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