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RECORDING COVER SHEET

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Cook County Recorder of Deeds
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DESCRIPTION OF ATTACHED INSTRUMENT:

AGREED FINAL JUDGMENT ORDER

CASE NAME: City of Chicago, a municipal corporation v. Allied Asphalt Paving Company a/k/a Plote Construction, Inc., et. al.

CASE NO.: 03 L 50609

JURISDICTION: IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

PIN NO.: 08-36-200-013
08-36-200-014
08-36-200-015
08-36-201-017
08-36-201-018

ADDRESS: 230-280 Old Higgins Road, Des Plaines, Illinois

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

CITY OF CHICAGO, a municipal corporation, <div style="text-align: right;">Plaintiff,</div>)	
v.)	Case No. 03 L 50609
ALLIED ASPHALT PAVING COMPANY a/k/a PLOTE CONSTRUCTION, INC., HARRIS TRUST AND SAVINGS BANK, TRUSTEE u/t/a HTB - 1029, ASSOCIATES COMMERCIAL CORP - ORATION, RDD LEASING, INC., LASALLE BANK, N.A., D.D. LEASING, L.L.C., O'HARE AUTO RECYCLERS, and UNKNOWN OWNERS, <div style="text-align: right;">Defendants.</div>)	Calendar: 3 Parcel No. 25, 26, 51 and 52 Full Taking O'Hare Expansion Project

AGREED FINAL JUDGMENT ORDER

The Complaint for Condemnation was filed on May 9, 2003, and Plaintiff, The City of Chicago, a municipal corporation, by its attorneys, Mera S. Georges, Corporation Counsel, and Neal, Murdock & Leroy, L.L.C., Special Assistant Corporation Counsel, and Defendants, Allied Asphalt Paving Company a/k/a Plote Construction, Inc., Harris Trust and Savings Bank, Trustee u/t/a HTB-1029, ~~Associates Commercial Corporation~~, RDD Leasing, Inc., LaSalle Bank, N.A., and D.D. Leasing, LLC ("Defendants") represented by Ryan and Ryan, and O'Hare Auto Recyclers having received notice through their Attorney, Stephen Burke of Foran, O'Toole and Burke, LLC. It being represented by Plaintiff to the Court that all parties defendant herein have been served with process in the manner and form provided for by statute, and all other parties have been duly served and being found as in cases of default.

Plaintiff has the authority to exercise the right of eminent domain; the property sought to be taken herein, as described in Exhibit "A" attached hereto (the "Subject Property"), is subject to the exercise of such right; and that such right is not being improperly exercised in these proceedings. All those parties non-defaulted which are interested in the Subject Property are before the court, or

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have received due notice of this proceeding and chosen not to appear, and the Court has jurisdiction of the Plaintiff, the Defendant, the Subject Property and the subject matter hereof, and this cause has been set for hearing for the ascertainment of just compensation to be paid for taking of the Subject Property which real property is set forth in said Complaint for Condemnation. Plaintiff and Defendant have obtained appraisals; and the Plaintiff and Defendant through their respective attorneys have waived a jury trial, and the ninety (90) day Notice provision of the Uniform Relocation and Assistance Act, and the Plaintiff and Defendant have agreed on just compensation in the total amount of **NINE MILLION AND NO/100 DOLLARS (\$9,000,000.00)** which represents the just compensation for the Subject Property, inclusive of all permanent fixtures. ("Compensation Award").

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

IT IS THEREFORE ORDERED that the Plaintiff pay to the County Treasurer of Cook County, Illinois, on or before December 23, 2004, for the benefit of Defendant the Compensation Award of **NINE MILLION AND NO/100 DOLLARS (\$9,000,000.00)** without interest, as full compensation for the taking of the Subject Property, inclusive of all permanent fixtures, for the uses and purposes set forth in its Complaint herein. Defendant shall have the immediate right to withdraw the Award.

By agreement of the parties, provided that this order has been previously entered, Plaintiff shall be vested with title and possession of the subject property upon deposit of the

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Compensation Award with the Cook County Treasurer. Following deposit of the award, Plaintiff shall allow the Defendants to remain in possession of the subject property until January 10th, 2005. Defendants shall indemnify Plaintiff for any liability directly caused by Defendants' continued possession of the Subject Property after deposit of the award of just compensation. Defendants shall pay all utilities during its continued possession and maintain all existing insurance coverage, including but not limited to general liability insurance and all risk property damage insurance in the minimum amount of **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)**. Plaintiff must be named as an additional insured on the general liability policy and loss payee on the property damage policy. An original copy of the Certificate of Insurance evidencing the referenced coverage must be tendered to Plaintiff upon deposit of the Compensation Award. Defendants' insurance as detailed herein shall be primary with respect to any liability or loss associated with the Subject Property during the Term of Possession.

IT IS FURTHER ORDERED that upon deposit of said Compensation Award with the County Treasurer as aforesaid, the Plaintiff herein shall be thereby vested with fee simple absolute title to the Subject Property.

The parties hereto agree that prior to Defendants' transfer of possession, the Subject Property shall be free and clear of all tenancies. Plaintiff and Defendant agree that the property shall be transferred in "as is" condition concerning environmental issues, if any, and that neither party shall seek reimbursement from, nor indemnify the other party for any environmental claims. On site remediation, if any, required as a result of the project shall be assumed and paid for by Plaintiff. Plaintiff, acting by and through its designated representative shall have the right to inspect the property within forty-eight (48) hours prior to turnover of possession in order to verify that all personal property not otherwise agreed too has been removed from the property. Any aggregate

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remaining as of 11:59 p.m. on January 10th, 2005 shall become property of the Plaintiff.

By and through the Stipulation, the parties have agreed that possession of the Subject Property shall be delivered when the Defendant has completely vacated the Subject Property and delivered all of the Subject Property's keys to the Plaintiff or the Plaintiff's designated agent in accordance with the terms and conditions of the Stipulation.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of the above-entitled cause for purposes of issuing a Writ of Assistance to put Plaintiff in possession of the Subject Property pursuant to the terms and conditions contained herein or to enforce the terms of this order.

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

JUDGE SHELDON GARDNER

DEC 01 2004

CIRCUIT COURT #1506

DATED: _____

ENTERED: _____

Judge

No.

APPROVED:

Plaintiff

**CITY OF CHICAGO,
a municipal corporation**

Defendant

**Allied Asphalt Paving Company a/k/a
Plote Construction, Inc.**

By: _____

One of its Attorneys

By: _____

One of its Attorneys

Defendant

**Harris Trust and Savings Bank, Trustee
u/t/a HTB-1029**

By: _____

One of its Attorneys

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Defendant
RDD Leasing, Inc.

By: William E Ryan
One of its Attorneys

Defendant
LaSalle Bank N.A.

By: William E Ryan
One of its Attorneys

Defendant
D.D. LEASING, LLC

By: William E Ryan
One of its Attorneys

Mara S. Georges, Corporation Counsel
Langdon D. Neal
Thomas W. Goedert, Nicole Castillo
NEAL, MURDOCK & LEROY, L.L.C.
203 N. LASALLE STREET, SUITE 2300
CHICAGO, ILLINOIS 60601
TELEPHONE: (312) 641-7144 ATTY NO. 39824

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT A**

Address: 230-280 Old Higgins Road, Des Plaines, IL 60018

PIN: 08-36-200-013, 08-36-200-014, 08-36-200-015, 08-36-201-017,
and 08-36-201-018

Parcel: 25, 26, 51, 52

Legal Description: THAT PART OF THE EAST ½ OF THE WEST ½ OF THE
NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN
DESCRIBES AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE
NORTHEAST 1/4 OF SAID SECTION 36, THENCE EASTERLY
ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID
SECTION 36 A DISTANCE OF 1,335.1 FEET TO THE EAST LINE
OF THE WEST ½ OF THE NORTHEAST 1/4 OF SAID SECTION
36, A DISTANCE OF 242.5 FEET TO A POINT ON THE
SOUTHERLY RIGHT OF WAY, LINE OF CHICAGO AND
NORTHEASTERN RAILROAD FOR A POINT OF BEGINNING;
THENCE CONTINUING ALONG THE LAST DESCRIBED
COURSE A DISTANCE OF 798.2 FEET; THENCE WESTERLY AT
RIGHT ANGLES TO LAST DESCRIBED COURSE OF DISTANCE
OF 298.9 FEET; THENCE SOUTHERLY PARALLEL TO THE
EAST LINE OF THE WEST ½ OF NORTHEAST 1/4 OF SAID
SECTION A DISTANCE OF 313.7 FEET TO CENTER LINE OF
HIGGINS ROAD; THENCE NORTHWESTERLY ALONG SAID
CENTER LINE OF HIGGINS ROAD, A DISTANCE OF 30.1 FEET
TO A POINT; THENCE NORTHERLY AND PARALLEL TO THE
EAST LINE OF THE WEST ½ OF THE NORTHEAST 1/4 OF SAID
SECTION, A DISTANCE OF 568.7 FEET; THENCE ON AN
ANGLE TO THE RIGHT 28 DEGREES 14 MINUTES FROM THE
LAST DESCRIBED COURSE, A DISTANCE OF 516.25 FEET TO
THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND
NORTHWESTERN RAILROAD; THENCE NORTHWESTERLY
ALONG THE SOUTHERLY LINE OF SAID RAILROAD, A
DISTANCE OF 116.2 FEET TO THE POINT OF BEGINNING,
EXCEPT THAT PART DEDICATED FOR HIGHWAY PURPOSES,
ALL IN COOK COUNTY, ILLINOIS.

AND

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THAT PART OF THE EAST ½ OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBES AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF SECTION 36 THENCE EASTERLY ON THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 36; A DISTANCE OF 1335.1 FEET TO THE EAST LINE OF THE WEST ½ OF SAID NORTHEAST ¼; THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF SAID SECTION 36, A DISTANCE OF 1040.7 FEET TO A POINT 798.2 FEET SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF CHICAGO AND NORTH WESTERN RAILROAD FOR THE POINT OF BEGINNING; THEN CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 373.7 FEET TO THE CENTER LINE OF HIGGINS ROAD A DISTANCE OF 305...0 FEET; THENCE NORTHERLY AND PARALLEL TO THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF SAID SECTION 36; A DISTANCE OF 313.7 FEET; THENCE EASTERLY A DISTANCE OF 298.9 FEET TO THE POINT OF BEGINNING (EXCEPT THAT DEDICATED FOR HIGHWAY PURPOSES) IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 1:

THAT PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN:

COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST ½ OF THE NORTHEAST ¼, 340 FEET NORTH OF THE NORTH LINE OF HIGGINS ROAD AS MEASURED ON SAID WEST LINE; THENCE EAST AT RIGHT ANGLES TO SAID WEST LINE, A DISTANCE OF 67 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WEST LINE, 387.83 FEET TO THE CENTER LINE OF HIGGINS ROAD; THENCE WESTERLY ALONG THE CENTER LINE OF HIGGINS ROAD, 68.47 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 100 FEET, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF, OF THAT PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 41

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NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, AND ALSO LYING SOUTH OF A LINE DRAWN FROM A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILWAY COMPANY, SAID POINT BEING 302.18 FEET SOUTHWESTERLY OF THE NORTH LINE OF SAID SECTION 36 AS MEASURED ALONG SAID RIGHT OF WAY LINE, TO A POINT ON THE EAST LINE OF SAID SECTION 36, SAID POINT BEING 292 FEET NORTH OF THE CENTER LINE OF HIGGINS ROAD, AS MEASURED ALONG THE EAST LINE OF SAID SECTION 36, (EXCEPTING FROM SAID WEST 100 FEET THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4, 340 FEET NORTH OF THE NORTH LINE OF HIGGINS ROAD AS MEASURED ON SAID WEST LINE; THENCE EAST AT RIGHT ANGLES TO SAID WEST LINE A DISTANCE OF 67 FEET; THENCE SOUTHERLY, PARALLEL WITH SAID WEST LINE, 387.83 FEET TO THE CENTER LINE OF HIGGINS ROAD; THENCE WESTERLY ALONG THE CENTER LINE OF HIGGINS ROAD, 68.47 FEET TO SAID LINE; THENCE NORTHERLY ALONG SAID WEST LINE, 373.72 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE NORTH LINE OF NORTHEAST 1/4 OF SECTION 36, A DISTANCE OF 1335.10 FEET; THENCE SOUTHERLY AND PARALLEL TO THE WEST LINE OF THE OF THE NORTHEAST 1/4 OF SECTION 36, A DISTANCE OF 242.80 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD FOR A POINT OF BEGINNING; THENCE CONTINUING ON THE LAST DESCRIBED COURSE A OF 1164.10 FEET TO THE CENTER LINE OF HIGGINS ROAD; THENCE WESTERLY ALONG THE CENTER LINE HIGGINS ROAD A DISTANCE OF 679.30 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 401.50 FEET OF MORE OR LESS TO THE SOUTHERLY RIGHT OF

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WAY LINE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD, A DISTANCE OF 819.20 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM SOUTHERLY 33 FEET DEDICATED FOR HIGHWAY PURPOSES ALSO EXCEPT THAT PART THEREOF LYING EAST OF A LINE 335.10 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 36, AS MEASURED ALONG THE CENTER LINE OF HIGGINS ROAD, IN COOK COUNTY, ILLINOIS.

Parcel 2:

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 1335.10 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 242.80 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE CONTINUING ON THE LAST DESCRIBED COURSE ALONG THE CENTER LINE OF HIGGINS ROAD A DISTANCE OF 335.10 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 568.70 FEET TO A POINT OF BEGINNING OF THE PROPERTY INTENDED TO BE DESCRIBED; THENCE CONTINUING ON THE LAST DESCRIBED LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY TO A POINT 116.20 FEET SOUTH WESTERLY OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 36, AS MEASURED ALONG SAID SOUTHERLY LINE; THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.