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

CITY OF CHICAGO, a municipal corporation,)
)
Plaintiff,)
)
v.)
)
AMERICAN NATIONAL BANK & TRUST,)
T/U/T # 124928-05, etc., LOUIS WOLF,)
RACHEL WOLF, ASHLEY WOLF,)
DEBRA WOLF, GREGORY BERKOWITZ,)
and LAWRENCE'S FISHERIES, INC.)
)
Defendants.)

No. 01 L 50474



Doc#: 0519244052
Eugene "Gene" Moore Fee: \$46.50
Cook County Recorder of Deeds
Date: 07/11/2005 02:56 PM Pg: 1 of 12

AGREED ORDER OF SETTLEMENT

This cause coming before the Court for settlement, the City of Chicago and defendants American National Bank, as Trustee, Louis Wolf, Ashley Wolf, Rachel Wolf and Debra Wolf, being present by counsel, defendant Gregory Berkowitz having appeared personally before the Court (collectively referred to as "defendants"), and the Court being advised in the premises, the Court hereby finds as follows:

A. Plaintiff City of Chicago ("City") brought this action pursuant to its power of eminent domain, to ascertain the just compensation for the taking of certain real property, hereinafter described and commonly known as 456-76 W. Cermak Rd. (the "property"), for public purposes.

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B. All defendants were served with process and/or appeared, and the Court has jurisdiction of the parties and the subject matter of the proceeding.

C. The above-named defendants constitute all parties having any legal or beneficial interest in the property and any power of direction over the Trust.

D. The real estate which is the subject of this action is legally described in Attachment A hereto.

E. The City and defendants have engaged in extensive settlement negotiations, with the assistance of the Court and the advice of their respective legal counsel. Being fully informed of all of their rights under the law, including the right to have the amount of compensation determined by a jury, and in the interest of resolving this matter without the need for extensive litigation, the City and defendants hereby stipulate and agree that, by this settlement agreement and order, this cause is fully compromised and settled on the terms and conditions hereinafter set forth, as ordered by the Court.

For the foregoing reasons, it is hereby ORDERED:

1. The City shall pay, and defendants shall accept, the amount of \$16.00 per square foot as full and fair compensation for the property taken. The parties have stipulated, and the Court finds, that the property contains 62,046 square feet. Therefore the total compensation to be paid by City as full and just compensation for the fee simple taking of the property is

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\$992,736.00. The parties stipulate, and the Court further finds and directs, that such amount represents only the amount to be paid in settlement of litigation, is not necessarily indicative of the fair market value of the property, and cannot be cited in any determination of the fair market value of any comparable real estate.

2. The just compensation to be paid by the City to defendants is full and final satisfaction of all takings, damages, costs and claims of all defendants and any other person claiming any right, title or interest in the property, arising out of or resulting from the City's complaint for condemnation, acquisition and use of the property, and judgment is entered accordingly.

3. Within ten (10) days of the date of entry of this Agreed Order by the Court, defendants shall vacate the property, and shall direct any tenant, licensee, occupant or other user of the property, if any, to vacate the property. Defendants shall return security deposits to tenants in accordance with the terms of each tenant's lease, if any, or each licensee's license agreement, and shall return any amounts due to other occupants or users. City and defendants shall be entitled to a writ of assistance to enforce the provisions of this Section 3, if necessary.

4. Within ten (10) days of the date of entry of this Agreed Order, defendants shall deliver to City's counsel evidence that all utility bills have been paid in full through the date of entry of this Agreed Order. With respect to any utility bills, real estate taxes or other bills which are not rendered through that date, defendants agree to pay that portion of such bill when

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rendered by the appropriate authority, representing the amounts due and owing through the date of entry of this Agreed Order.

5. On or about June 1, 2005, (the "Possession Date"), City shall deposit with the Treasurer of Cook County the sum of Nine Hundred Ninety-Two Thousand Seven Hundred Thirty-Six dollars (\$992,736.00) (the "Deposit") for the benefit of defendants, as full and just compensation for the property taken.

6. Upon the Deposit with the Treasurer of Cook County, the City shall be thereby vested with the fee simple title to the property and the exclusive right to possess the property.

7. Upon the Deposit with the Treasurer of Cook County, defendants shall be entitled to petition the Court for leave to withdraw the Deposit, subject to reduction for payment of accrued real estate taxes or other liens, if any.

8. The Court shall have and retain jurisdiction of this cause to enforce all of the terms, provisions and conditions of this Agreed Order for the purpose of awarding the City or defendants any writ of assistance with regard to the property or the Deposit, and for the purpose of entering an order that the Treasurer of Cook County disburse the Deposit.

9. The City hereby represents and warrants to defendants as follows:

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a. The performance by the City of its obligations hereunder will not violate any other agreement to which the City is a party or any court order or decree by which City is bound.

b. There is no litigation pending against the City that could prevent the City from performing its obligations in accordance with the terms of this Agreed Order.

10. Each party waives its rights of appeal in this cause.

11. Defendants represent and warrant that:

a. No litigation or proceedings are pending or, to defendants' actual knowledge, threatened against defendants or any party controlling or controlled by the defendants which could affect the ability of the defendants to perform their obligations in accordance with the terms of this Agreed Order.

b. The execution of the Agreed Order by defendants does not constitute or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement which may affect the property, to which the defendants or any party controlling or controlled by the defendants is a party or may be bound or affected, or a violation of any law or court order which may affect the property, any part thereof, or any interest therein or the use thereof.

c. Defendants have full power and authority to execute and deliver this Agreed Order and to perform their obligations set forth herein.

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d. Defendants have no actual knowledge, and have not received any notice, that the current use of the property violates (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations, other than what was disclosed in this litigation); or (ii) any building permit, restriction of record or any agreement affecting the property or any part thereof.

e. Except for mortgages and other liens, if any, which can and shall be satisfied by the defendants' payment of money, and except for real estate taxes and assessments not due and payable, defendant has not (i) granted, suffered or permitted any lien, claim or encumbrance upon the property or any portion thereof; (ii) permitted or suffered any levy, attachment, claim or restraint to be made affecting the property; or (iii) executed any leases, licenses or other occupancy or use agreements affecting the property which will not be terminated before the Possession Date.

f. The defendants shall not execute or otherwise consent to any leases, license agreements or use or occupancy agreements, whether for business, persons, signs or equipment, after the date of this Agreed Order, without the City's prior consent, which consent shall be in the City's sole discretion.

12. Each party shall bear its own costs, including experts' and attorneys' fees.

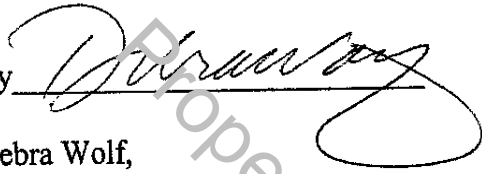
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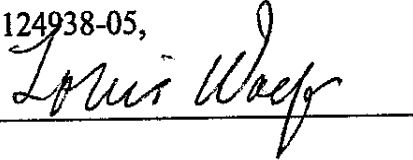
13. This order is final and disposes of all issues which have been raised or which could have been raised in this action. There is no just cause to delay entry or enforcement of this order.

AGREED:

City of Chicago

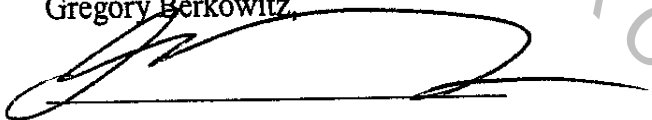
American National Bank & Trust Co.,
t/u/t # 124938-05,

By 
Debra Wolf,

By 
Louis Wolf,

Rachel Wolf,

Ashley Wolf,

Gregory Berkowitz,


Lawrence's Fisheries, Inc.

ENCLERED _____ 2005

Judge of the Circuit Court

Attorney No. 90053
Paul N. Keller
Darcy L. Proctor
Ancel Glink Diamond Bush DiCianni & Rolek PC
140 S Dearborn Suite 600
Chicago IL 60603
312-782-7606
Attorneys for plaintiff

David R. Nordwall
Propes & Kaveny LLC
833 W Jackson Suite 200
Chicago IL 60607
312 334 3100
Attorneys for defendants

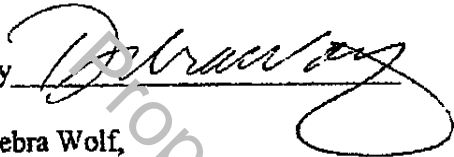
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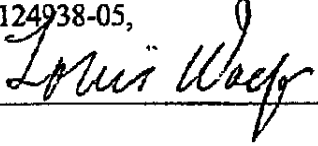
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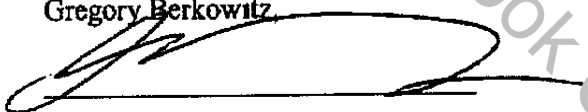
American National Bank & Trust Co.,
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By 
Debra Wolf,

By 
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Lawrence's Fisheries, Inc.

ENTERED _____ 2005

Judge of the Circuit Court

Attorney No. 90053
Paul N. Keller
Darcy L. Proctor
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140 S Dearborn Suite 600
Chicago IL 60603
312-782-7606
Attorneys for plaintiff

David R. Nordwall
Propes & Kaveny LLC
833 W Jackson Suite 200
Chicago IL 60607
312 334 3100
Attorneys for defendants

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13. This order is final and disposes of all issues which have been raised or which could have been raised in this action. There is no just cause to delay entry or enforcement of this order.

AGREED:

City of Chicago

By *Debra Wolf*
Debra Wolf,

Rachel Wolf,

Gregory Berkowitz,

American National Bank & Trust Co.,
t/u/t # 124938-05,

By *Louis Wolf*
Louis Wolf,

Ashley Wolf,
Ashley Wolf
Lawrence's Fisheries, Inc.

ENTERED _____ 2005

Judge of the Circuit Court

Attorney No. 90053
Paul N. Keller
Darcy L. Proctor
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Chicago IL 60607
312 334 3100
Attorneys for defendants

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Jun 10 05 05:18p

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13. This order is final and disposes of all issues which have been raised or which could have been raised in this action. There is no just cause to delay entry or enforcement of this order.

AGREED:

City of Chicago Debra Wolf

By Debra Wolf

Debra Wolf, City of Chicago

John T. Kelly
John T. Kelly, Asst. Corp. Counsel

Rachel Wolf

Rachel Wolf

Gregory Berkowitz

Gregory Berkowitz

Louis Wolf
American National Bank & Trust Co.,
ch# 100000005

By Louis Wolf

AMB + vt # 124635

Louis Wolf

Ashley Wolf,

Ashley Wolf

Larson's Fisheries, Inc.

Howard M. Cohen

HR

ENTERED 2005

Sheldon Gardner

Judge of the Circuit Court

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Paul N. Keller
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140 S Dearborn Suite 600
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Chicago IL 60607
312 334 3100
Attorneys for defendants

JUDGE SHELDON GARDNER

JUN 27 2005

CIRCUIT COURT - 1506

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EXHIBIT "A"

PILSEN TIF
PARCEL 72-3
456-76 W. CERMAK Rd./2116-40 S. GROVE STREET
CHICAGO, ILLINOIS
17-21-334-004-0000

THAT PART OF LOTS 2, 3 AND 4 TAKEN AS A TRACT, IN BLOCK 34 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST $\frac{1}{2}$ OF SECTION 21, TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF PARCEL OF LAND DESCRIBED IN DEED DOCUMENT 13829166 AND LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THAT PART OF SAID TRACT CONVEYED TO THE SANITARY DISTRICT OF CHICAGO ACCORDING TO CIRCUIT COURT CASE GENERAL NUMBER 213462; EXCEPTING FROM THE ABOVE DESCRIBED TRACT THAT PART OF LOT 2 HERETOFORE CONVEYED AND DESCRIBED IN DOCUMENT 20716949; AND EXCEPTING THERE FROM THAT PART TAKEN FOR THE WIDENING OF WEST CERMAK ROAD, ALL IN COOK COUNTY, ILLINOIS.

Please return to:

CITY OF CHICAGO
DEPARTMENT OF LAW
REAL ESTATE DIVISION
CITY OF CHICAGO
30 N. LA SALLE, #1610
CHICAGO, ILLINOIS 60602

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Cook County Treasurer
Maria Pappas

118 North Clark Street Rm. 112

Chicago, IL 60602

312-443-5100

www.cookcountytreasurer.com

7/8/2005 03:49 PM 0082 0014-9470
Cash Report: 050711-01 7/11/2005

01 - Cook County Building

Case Number 01L50474

Validation Number: 195373

Condemnation Deposits \$992,736.00

=====
Total \$992,736.00

Check (\$992,736.00)

Check No. 40586839

Thank You for Your Payment