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RECORDING COVER SHEET

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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/20/2014 04:36 PM Pg: 1 of 8

FOR RECORDER'S OFFICE USE ONLY

DESCRIPTION OF ATTACHED INSTRUMENT:

AGREED FINAL JUDGMENT ORDER

CASE NAME: Chicago Transit Authority, a municipal corporation v. 9439 South State Street Building Corporation, an Illinois Corporation; 1st Equity Bank; Maria Pappas, Treasurer & Collector of Cook County; David Orr, County Clerk of Cook County; and Unknown Owners

CASE NO.: 13 L 050949

JURISDICTION: IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

PIN NO.: 25-03-321-013-0000

ADDRESS: 9439 S. State Street
Chicago, Illinois

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Defendants, Unknown Owners, were found to be in default and an order of default was entered against said Defendants by this court on August 6, 2014.

It appearing to the Court that all party Defendants herein have been served with process in the manner and form provided by statute and all parties interested in the subject property are before the Court and the Court having jurisdiction of the Plaintiff and of all of the Defendants to this suit and of the subject property legally described herein on the attached Exhibit A and the subject matter hereof.

The Plaintiff and the Defendant, 9439 S. State Street Building Corporation, an Illinois Corporation (hereinafter referred to as "Defendant State Street") by their attorneys herein waive a trial by jury. The Plaintiff and the Defendant State Street having exchanged appraisal reports, have reached an agreement for the payment of Just Compensation and the court being apprised of the parties negotiations does find that the Just Compensation to be paid by the Plaintiff herein to the owner or owners of and the party or parties interested in the subject property legally described on attached Exhibit "A" is the sum of **Three Hundred Twenty Five Thousand Dollars (\$325,000.00)**.

IT IS THEREFORE ORDERED AND ADJUDGED that Judgment is entered for the Plaintiff and compensation for the Defendants in the amount of **Three Hundred Twenty Five Thousand Dollars (\$325,000.00)**. The Plaintiff within Thirty (30) days from the entry of this Order shall pay to the Treasurer of Cook County, the sum of **Three Hundred Twenty Five Thousand Dollars (\$325,000.00)**, for the benefit of the owner or owners or the party or parties interested in the

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subject property. No interest shall accrue on this award. The parties hereto agree not to appeal this Judgment.

IT IS FURTHER ORDERED AND ADJUDGED that possession of the subject property shall be delivered on or before January 31, 2015 (the "Possession Period"). However Plaintiff may allow the Defendant State Street to remain in possession of the subject property, on a month to month basis after January 31, 2015 with Plaintiff and Defendant State Street each possessing the right to terminate the Possession Period after January 31, 2015 on thirty (30) days prior written notice in their sole discretion. (By way of example, in the event Plaintiff decides to terminate the Possession Period as of 11:59 p.m. on January 31, 2015, Plaintiff shall provide written notice of such termination to Defendant State Street on or before January 2, 2015.) In no event shall the Defendant be allowed to remain in possession of the subject property beyond March 31, 2015.

Defendant State Street acknowledges that the subject property as well as other properties in the immediate area are being acquired by the Plaintiff to be used for the construction maintenance and development of the new Red Line 95th Street Station and that during the Possession Period granted to the Defendant the Plaintiff will begin its construction activities.

The granting of additional time for possession to the Defendant does not obligate the Plaintiff to revise and/or accommodate the Defendant or its customers during the Possession Period, provided, however, that Plaintiff will provide Defendant State Street and its customers free access to the subject property as pedestrians to and from 95th Street and by vehicles.

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Defendant State Street will at all times during the duration of the Possession Period maintain and pay for general liability insurance for the subject property naming the Chicago Transit Authority as an additional insured on the policy or policies for a combined bodily injury and property damage liability in an amount not less than \$1,000,000 for each occurrence. Upon the deposit of the just compensation award by the Plaintiff, Defendant State Street will deliver to Plaintiff a copy of the certificate of insurance evidencing the existence of such insurance and the naming of the Chicago Transit Authority as a third party insured. If Defendant State Street fails or refuses to maintain insurance as required, or fails or refuses to furnish Plaintiff with the required proof that the insurance has been established, renewed or otherwise maintained, the Plaintiff may immediately terminate the Possession Period and demand the immediate conveyance of possession of the subject property.

With the exception of damage or injury caused by the negligent acts or omissions of Plaintiff, its representatives, agents, employees, contractors, successors and assigns, Defendant State Street assumes all risk of damage to property or injury to persons while occupying the subject property during the Possession Period, as the same may be continued until no later than March 31, 2015 on the terms set forth above and Defendant State Street will indemnify and hold the Plaintiff harmless from all damages, losses, costs, or expenses incident to any such claim for damage to property or injury arising from Defendant's negligent act or omissions during said Possession Period. Defendant State Street will indemnify and hold harmless the Plaintiff, its representatives, agents, employees, contractors, successors and assigns from all loss, cost, damage or expense because of injury to or death of any person or persons, including

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Defendant or damage to any property, including any structure or thing owed by Plaintiff, which includes environmental and natural resources damages, arising during the Possession Period (as the same may continue until no later than March 31, 2015 on the terms set forth above) caused by the negligent acts or omissions of Defendant State Street. Defendant State Street will pay all reasonable attorneys' fees and all court costs and other expenses arising from or incurred by the Plaintiff, its representatives, agents, employees, contractors, successors and assigns in connection with any of such indemnified claims.

All charges for utility service (gas, water, electricity, sewer, phone, etc.) will be paid in full by Defendant State Street prior to its conveying possession of the subject property to the Plaintiff. Defendant State Street is prohibited from entering into any type of lease or tenancy agreement pertaining to the subject property.

In the event the Defendant does not deliver possession of the subject property, free and clear of all occupancies on or before January 31, 2015 or if the Possession Period is extended, on the date required by Plaintiff on the terms set forth above, then Defendant, shall pay rent for every day thereafter he remains in possession at the rate of **Two Hundred Dollars (\$200.00)** per day. The subject property shall be vacant of all equipment, merchandise, personal property, garbage and debris at the time that possession of the subject property is conveyed.

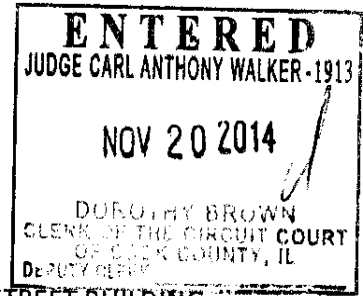
IT IS FURTHER ORDERED AND ADJUDGED that upon the deposit of said Just Compensation with the Cook County Treasurer as aforesaid, the Plaintiff herein, shall be vested with the fee simple absolute title and possession of the subject property.

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IT IS FURTHER ORDER AND ADJUDGED that this matter is hereby removed from the trial call.

ENTERED:

JUDGE



AGREED:

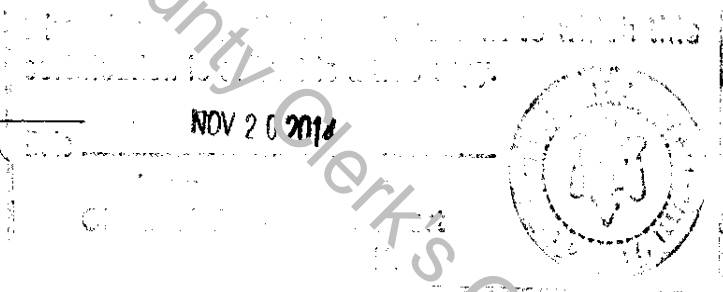
CHICAGO TRANSIT AUTHORITY

9439 SOUTH STATE STREET BUILDING CORPORATION

By: Andrew McWhirter
Andrew McWhirter, Chief Attorney
Chicago Transit Authority

By: John J. Linder, Esq.
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Exhibit A

PROJECT: 95TH STREET TERMINAL IMPROVEMENT

PROPERTY ADDRESS: 9439 S. State Street, Chicago, Illinois

P.I.N.: 25-03-321-013-0000

PARCEL: 5

LEGAL DESCRIPTION: LOT 20 IN BLOCK 3 IN FREDERICK H. BARLETT SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ AND THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office