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MAIL TO:

LENNY D. ASARO
Neal & Leroy, LLC
120 North LaSalle Street, Suite 2600
Chicago, Illinois 60602

PREPARER:

LENNY D. ASARO
Neal & Leroy, LLC
120 N. LaSalle Street, Suite 2600
Chicago, Illinois 60602



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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/08/2017 11:50 AM PG: 1 OF 7

FOR RECORDER'S OFFICE USE ONLY

DESCRIPTION OF ATTACHED INSTRUMENT:

AGREED FINAL JUDGMENT ORDER

CASE NAME: CHICAGO TRANSIT AUTHORITY, A MUNICIPAL CORPORATION v. WESTERN GAS & FOOD, INC., AN ILLINOIS CORPORATION, et. al.

CASE NO.: 13 L 050895

JURISDICTION: IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

PIN NO.: 25-03-321-006, -007, -008, -009, 010, and 011

ADDRESS: 9417-9433 S. State Street, Chicago, Illinois 60619

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

CHICAGO TRANSIT AUTHORITY, a municipal) corporation,)	
Plaintiff,)	Case No. 13 L 050895
v.)	Calendar 2
WESTERN GAS & FOOD, INC., AN ILLINOIS)	Judge Daniel J. Kubasiak
CORPORATION; WORLD FUEL SERVICES, INC. d/b/a)	Parcel: 3
TEXOR PETROLEUM AN ILLINOIS CORPORATION;)	PIN: 25-03-321-006
KINAN JUNEJO (d/b/a) CITGO WASH WAX II; CITGO)	25-03-321-007
WASH WAX II; WELLS GAS & FOOD, INC., A)	25-03-321-008
DISSOLVED ILLINOIS CORPORATION; SUPER WASH)	25-03-321-009
& WAX; GHULAM S. GHANI; NUSRAT H. CHOUDHRI;)	25-03-321-010
AZAD RAFIQ; STATE GAS AND FOOD, INC., AN)	25-03-321-011
ILLINOIS CORPORATION; PREMIER BANK; MARIA)	Address: 9417-9433 S. State St.
PAPPAS, TREASURER & COLLECTOR OF COOK)	Full Taking
COUNTY; DAVID ORR, COUNTY CLERK OF COOK)	95th Street Terminal Improvement
COUNTY; AND UNKNOWN OWNERS,)	Project
Defendants.)	

AGREED FINAL JUDGMENT ORDER

THIS MATTER COMING ON TO BE HEARD upon the Complaint for Condemnation of Plaintiff, CHICAGO TRANSIT AUTHORITY, a municipal corporation, for the ascertainment of just compensation to be paid by Plaintiff, for the uses and purposes of its Complaint mentioned and set forth, for the property described therein, said Complaint for Condemnation having been filed on September 26, 2013, and Amended Complaint having been filed on September 27, 2017, and Plaintiff, appearing by its attorneys, Karen G. Scimetz, General Counsel, and Neal & Lorey, LLC, Special Assistant Counsel; Defendant Western Gas & Food, Inc., an Illinois corporation ("Western Gas & Food, Inc., Junejo d/b/a Citgo Wash Wax II ("Junejo"), appearing by their attorneys William Ryan and Lauren Ryan of Ryan & Ryan; and Defendant Maria Pappas, Treasurer of Cook County and Defendant David Orr, Clerk of Cook County by their attorney Cook County State's Attorney; and all remaining defendants either having (a) been duly served and defaulted; (b) been found to have no claim to any portion of the just compensation award or (c) disclaimed any interest in any portion of the just compensation award.

And the Court having jurisdiction of Plaintiff and all the parties to this suit who are interested

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in the real property legally described herein and the subject matter hereof and all parties interested being before the Court, and Plaintiff and Defendants Western Gas and Junejo having waived a trial by jury, and representations of counsel in open court, having been heard; and

The Court being fully advised in the premises, by agreement of the parties, finds and determines that the total just compensation, to be paid by Plaintiff is the total sum of **TWO MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,400,000.00)** (Total Just Compensation") for the fee simple interest in the real property commonly known as 9417-9433 S. State Street, Chicago, Illinois (PIN: 25-03-321-006, -007, -008, -009, -010, and -011) ("Subject Property"), and legally described as follows:

PARCEL 1:

LOTS 22 AND 23 IN BLOCK 3 IN FREDERICK H. BARTLETT'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 56, 57, 58, 59 AND 60 IN FREDERICK H. BARTLETT'S STATE STREET HIGHLANDS, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

IT IS FURTHER ORDERED AND ADJUDGED, by agreement of the parties, that Plaintiff shall pay the County Treasurer of Cook County, on behalf of the owner or owners and person or persons interested in the Subject Property, the Total Just Compensation without statutory interest, within 30 days of the entry of this Agreed Final Judgment Order, and final judgment is entered in accordance herewith.

IT IS FURTHER ORDERED AND ADJUDGED, Defendants Western Gas and Junejo shall be permitted to remain in possession of the Subject Property for ninety (90) days after the Total

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Just Compensation is deposited (“Possession Period”) and during the Possession Period, Defendants Western Gas and Junejo will not be required to pay rent to Plaintiff subject to provisions of this Order.

IT IS FURTHER ORDERED AND ADJUDGED, Defendants Western Gas and Junejo shall be entitled to withdraw the Total Just Compensation immediately upon deposit with the County Treasurer and the order entered by the Court directing the County Treasurer to disburse the Total Just Compensation shall provide that the County Treasurer wire One Hundred Twenty Five Thousand and no/100 Dollars (\$ 25,000.00) of the Total Just Compensation into a strict joint escrow at Chicago Title Insurance Company (“Escrowee”) to ensure Defendants Western Gas and Junejo deliver possession of the Subject Property on or before the end of the Possession Period.

IT IS FURTHER ORDERED AND ADJUDGED, Defendants Western Gas and Junejo and Plaintiff shall enter into an escrow agreement (“Escrow Agreement”) within thirty (30) days after the date of this Order and, subject to the terms of this Agreed Final Judgment Order, the Escrow Agreement shall provide that the escrowed funds shall be disbursed upon the joint authorization of Defendants Western Gas and Junejo and Plaintiff after the delivery of possession of the Subject Property and payment of any rent, if applicable. Plaintiff shall be responsible for all fees and costs associated with the escrow.

IT IS FURTHER ORDERED AND ADJUDGED, Plaintiff agrees not to disturb Defendants Western Gas and Junejo’s quiet enjoyment of the Subject Property during the Possession Period, however, Defendants Western Gas and Junejo agree to permit Plaintiff, its agents, and contractors access to the Subject Property at reasonable times with forty eight (48) hours advance written notice for inspections and pre-demolition activities.

IT IS FURTHER ORDERED AND ADJUDGED, during the Possession Period, Defendants Western Gas and Junejo shall maintain and pay for general liability insurance for the Subject Property naming Plaintiff 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. Immediately upon Plaintiff depositing the Total Just Compensation with the County Treasurer, Defendants Western Gas and Junejo shall deliver to Plaintiff a copy of the certificate of insurance evidencing the existence of such insurance and naming of Plaintiff as a third party insured. If Defendants Western Gas and Junejo fail or refuse to maintain insurance as required under this Order, or fail or refuse to furnish Plaintiff with the required proof that the insurance has been established, renewed or otherwise maintained, Plaintiff may

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demand the immediate delivery of possession of the Subject Property and upon notifying Defendants Western Gas and Junejo of the demand, Defendants Western Gas and Junejo shall immediately deliver possession of the Subject Property under the terms of this Order.

IT IS FURTHER ORDERED AND ADJUDGED, during the Possession Period, with the exception of damage or injury caused by the negligence or willful misconduct of Plaintiff, its representatives, agents, employees, contractors, successors and assigns (collectively the "Plaintiff Parties"), Defendants Western Gas and Junejo assume all risk of damage to property, except damage to the Subject Property improvements, or injury to persons while occupying the Subject Property during the Possession Period. Except to the extent of any of the Plaintiff Parties' negligence or willful misconduct, Defendants Western Gas and Junejo shall indemnify and hold Plaintiff harmless from all damages, losses, costs, or expenses incident to any such claim for damage to property other than the Subject Property improvements or injury arising from Defendants Western Gas and Junejo's negligence or willful misconduct during the Possession Period. Defendants Western Gas and Junejo shall pay all reasonable attorneys' fees and all court costs and other expenses arising from or incurred by Plaintiff, its representatives, agents, employees, contractors, successors and assigns in connection with any of such indemnified claims. Except to the extent of Defendants Western Gas and Junejo's negligence or willful misconduct, Plaintiff shall indemnify and hold harmless Defendants Western Gas and Junejo, and their respective representatives, agents, employees, contractors, successors and assigns (collectively the "Defendant Parties") from all damages, losses, costs, or expenses incident to any such claim for damage to property or injury arising during the Possession Period caused by the negligence or willful misconduct of any of the Plaintiff Parties. Plaintiff shall pay all reasonable attorneys' fees and all court costs and other expenses arising from or incurred by the Defendant Parties in connection with any of such indemnified claims.

IT IS FURTHER ORDERED AND ADJUDGED, during the Possession Period, (a) all charges for utility service (gas, water, electricity, sewer, phone, etc.) shall be paid in full by Defendants Western Gas and Junejo prior to delivering possession of the Subject Property to Plaintiff and (b) Defendants Western Gas and Junejo shall be prohibited from entering into any new type of lease or tenancy agreement pertaining to the Subject Property

IT IS FURTHER ORDERED AND ADJUDGED, during the Possession Period, in the event Defendants Western Gas and Junejo do not deliver possession of the Subject Property, free and clear on

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or before the ninety-first (91st) day after the Total Just Compensation is deposited then Defendants Western Gas and Junejo shall pay rent for every day thereafter at the rate of Five Hundred Dollars (\$500.00) per day until possession of the Subject Property is delivered to Plaintiff.

IT IS FURTHER ORDERED AND ADJUDGED, on the date of delivery of possession of the Subject Property to Plaintiff, Defendants Western Gas and Junejo shall ensure the Subject Property is vacant of all merchandise, personal property, garbage, debris and equipment.

IT IS HEREBY ORDERED AND ADJUDGED, by agreement of the parties, that Defendants Western Gas and Junejo shall turnover to the Plaintiff a set of keys and security codes, if any, to the Subject Property upon Plaintiff depositing the Total Just Compensation with the County Treasurer.

IT IS FURTHER ORDERED AND ADJUDGED, that upon deposit of said Total Just Compensation with the County Treasurer as aforesaid, Plaintiff shall be thereby vested with fee simple absolute title to the Subject Property and the right to take possession of the Subject Property.

IT IS FURTHER ORDERED AND ADJUDGED, if tenants at the Subject Property fail to turn possession over to Plaintiff, the Court retains jurisdiction of this case for the purpose of awarding Plaintiff writ or writs of assistance to put Plaintiff in immediate possession of the Subject Property with respect to which Plaintiff has acquired the fee simple absolute title and rights of possession, as aforesaid.

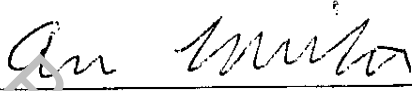
IT IS FURTHER ORDERED AND ADJUDGED, that upon deposit of the Total Just Compensation, any and all tenants selling or delivering alcoholic liquors shall immediately cease the sale or delivery of alcoholic liquors, including but not limited to alcohol, spirits, wine and beer, and every liquid or solid, patented or not containing alcohol, spirits, wine or beer, and capable of being consumed as beverage by humans, on Plaintiff-owned property in compliance with Illinois Compiled Statute 235 ILCS 5/6-15, which prohibits the sale or delivery of alcohol and/or liquor on government property.


IT IS FURTHER ORDERED AND ADJUDGED, that the parties shall comply with the terms of the Settlement Agreement dated the 31st day of October, 2017, between Plaintiff and Defendants Western Gas and Junejo.

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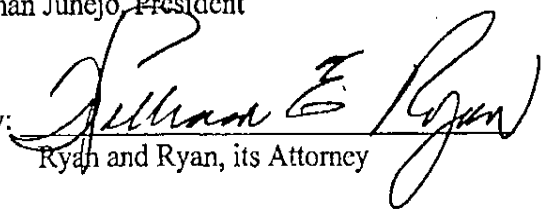
CHICAGO TRANSIT AUTHORITY

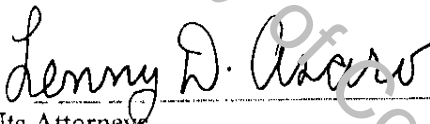
WESTER GAS & FOOD, INC., AN ILLINOIS CORPORATION

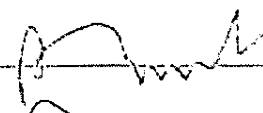
By: 
Andrew McWhirter, Chief Attorney
Chicago Transit Authority

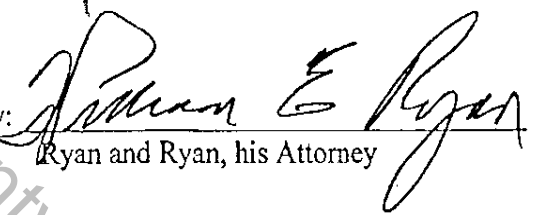
By: 
Kinan Junejo, President

CHICAGO TRANSIT AUTHORITY

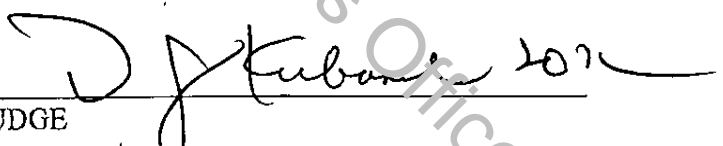
And By: 
Ryan and Ryan, its Attorney

By: 
Its Attorneys
Neal & Leroy, LLC

KINAN JUNEJO
By: 

And By: 
Ryan and Ryan, his Attorney

ENTERED:


JUDGE

Judge Daniel J. Kubasiak

OCT 31 2017

Circuit Court-2072

Attorneys for Plaintiff:

Karen G. Scimetz General Counsel
Langdon D. Neal
Lenny D. Asaro
Neal & Leroy, LLC
Special Assistant CTA Counsel
120 North LaSalle Street, Suite 2600
Chicago, Illinois 60602
(312) 641-7144
Firm No. 41560
Email: lneal@nealandleory.com