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JUDGMENT ORDER

Between

**METROPOLITAN WATER
RECLAMATION DISTRICT
OF GREATER CHICAGO,
an Illinois municipal corporation,**

PLAINTIFF

and

**SAMUEL G. KEWELL COMPANY,
a Michigan Corporation,
CITICORP INDUSTRIAL CREDIT INC., and
UNKNOWN OWNERS,**

DEFENDANTS

Condemnation No. 87L 50624

**This document consists of 11 pages, this page included,
and bears the date of June 2, 1987.**

This Instrument Prepared by Ronald M. Hill, Acting General Counsel

**By: Susan T. Morakalis
Principal Assistant Attorney
100 East Erie Street
Chicago, Illinois 60611**

EXEMPT FROM ILLINOIS TRANSFER TAX PURSUANT TO 35ILCS 200/31-45(b)

RETURN TO: RECORDERS BOX 369



Doc#: 1114044100 Fee: \$56.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, LAW DIVISION

**THE METROPOLITAN SANITARY DISTRICT
OF GREATER CHICAGO, a Municipal
Corporation,**

Plaintiff

vs.

**SAMUEL G. KEYWELL COMPANY, a
Michigan Corporation, CITICORP
INDUSTRIAL CREDIT Inc. and
UNKNOWN OWNERS,**

Defendants

**CONDEMNATION
No. 87L 50624** ✓

JUDGMENT ORDER

This cause coming on to be heard upon the Complaint for Condemnation of the METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO, a Municipal Corporation, for the ascertainment of the just compensation to be paid for the permanent access easements described in its Complaint for Condemnation in connection with Contract 75-215-2P, Calumet Sewage Treatment Works, being part of an addition to the sewer system of the Sanitary District.

And the Plaintiff appearing by Allen S. Levin, General Attorney and Earl L. Neal, Special Attorney; and it appearing to the Court that all parties Defendant herein have been served with process in the manner and form provided for by statute, and the principal Defendant, S. G. Keywell Company, having appeared through its attorney William E. Reynolds.

And the Court having jurisdiction of all the parties to this suit and the subject matter thereof, and all parties interested being before the Court and having waived a trial by jury, and the

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Court having heard evidence, both oral and documentary, pertaining to the just compensation to be paid by Plaintiff.

FINDS the just compensation to be paid by Plaintiff to the owner or owners of and the party or parties interested in said property described and designated in the Complaint for Condemnation to be the total sum of THIRTY FOUR THOUSAND AND NO/100 (\$34,000) DOLLARS, said permanent access easements being legally described in Exhibit A and graphically designated in Exhibit B attached hereto, and subject to the Stipulation of Plaintiff as follows:

STIPULATION

WHEREAS, Samuel G. Keywell Company, a Michigan Corporation ("Keywell") owns and operates a Stainless Steel Processing Plant site and presently maintains a road in and through its real estate; and

WHEREAS, the Sanitary District is constructing and is about to complete the construction of a sludge drying area within its property with appurtenances thereto ("Sludge Drying Area-West"), the same to be part of and an addition to the sewer system of the Sanitary District; and

WHEREAS, in order to reach the Sludge Drying Area-West for the purpose of depositing sludge within its boundaries, it is necessary for the Sanitary District to obtain permanent easements for the right, privilege and authority to transport over all persons, vehicles and materials which the Sanitary District deems necessary and proper for the functioning of Sludge Drying Area-

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West over and through certain real estate hereinafter described the ("Roadway"), under the contract known as Additional Gravity Concentration Tanks, Calumet Sewage Treatment Works (75-215-2P); and

WHEREAS, the Sanitary District desires to acquire permanent easements for use of the Roadway upon the following terms and conditions set forth:

SECTION ONE: USE AND CONDITION OF ROADWAY

Sanitary District shall use the Roadway for the purpose of accessing its property from 124th Street and Cottage Grove Avenue. Sanitary District shall have the right to reconstruct, repair and maintain the Roadway.

Sanitary District shall keep the Roadway in good condition at all times. Sanitary District shall clean-up spills on the Roadway caused by Sanitary District's vehicles hauling sludge.

SECTION TWO: TERMINATION

The Easements shall terminate if Sanitary District violates any condition or promise herein contained, upon written notice by Keywell of its intention to terminate the Easements for cause and failure of Sanitary District to cure said violation within thirty (30) days of receipt of said written notice, provided, however, that this period shall be extended in the event Sanitary District is prevented from curing said violation by causes beyond its control.

SECTION THREE: KEYWELL'S ACCESS

Keywell's trucks and other vehicles shall have free and unimpeded access of the Roadway to and from Keywell's plant.

UNOFFICIAL COPY**SECTION FOUR: HOURS OF OPERATION**

Sanitary District shall have access to the Roadway for its normal operations, said operations, in most part, to take place between the hours of 7:00 a.m. to 5:00 p.m. on weekdays from May thru October of each year this stipulation is in effect.

Also, the Sanitary District shall have the right of access to the Roadway, as occasions arise, at any and all times of year in addition to the schedule above stated.

SECTION FIVE: INDEMNIFICATION

Sanitary District shall indemnify Keywell and hold it harmless from any claims, losses, liabilities, or attorney's fees asserted against Keywell which result from or arise out of the construction, use or maintenance of the Roadway under this stipulation.

SECTION SIX: ENTIRE STIPULATION

This stipulation constitutes the entire stipulation by the Sanitary District with respect to the subject matter dealt with herein and all prior stipulations, understandings, representations and warranties are superseded hereby and merged herein.

SECTION SEVEN: BINDING STIPULATION

This stipulation shall be binding upon and inure to the benefit of Keywell and the Sanitary District and their respective successors and assigns.

SECTION EIGHT: HEADINGS

The section headings contained in this stipulation are inserted for convenience only and shall not affect in anyway the meaning or interpretation of the stipulation.

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SECTION NINE: GOVERNING LAW

This stipulation shall be construed and interpreted according to the laws of the State of Illinois.

SECTION TEN: WRITTEN NOTICE

All communications regarding this stipulation must be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, and addressed as follows:

To Keywell: S. G. Keywell Company
11900 S. Cottage Grove Avenue
Chicago, Illinois 60628

To the Sanitary District:

The Metropolitan Sanitary District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611

Any party may change its address for notice purposes by giving notice to that effect to the other party. No change of address shall be effective until actually received by the other party.

(End of Stipulation)

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the just compensation to be paid by Plaintiff to the owner or owners of or party or parties interested in the above described real property for the impressment of the subject easements in the above parcels is the sum OF THIRTY FOUR THOUSAND AND NO/100 (\$34,000) DOLLARS including damages to the remaining property of which said parcels are a part.

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And it appearing to the Court that Plaintiff has heretofore deposited the sum of THIRTY FOUR THOUSAND AND NO/100 (\$34,000) DOLLARS with the County Treasurer of Cook County, Illinois pursuant to a preliminary ascertainment of just compensation in quick take proceedings in this Court;

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff has heretofore deposited just compensation as adjudicated herein with the County Treasurer of Cook County, Illinois and is hereby vested with the permanent access easements sought to be acquired herein and that Plaintiff may now take possession of said easements subject to the terms and conditions of the Stipulation set forth herein;

IT IS FURTHER ORDERED that this Court finds no just reason to delay the enforcement of or appeal from this Judgment Order entered herein;

IT IS FURTHER ORDERED that this cause be and is hereby removed from the trial calendar.

ENTER:

JUDGE

AGREED:

S. G. KEYWELL COMPANY

By William E. Reynolds
William E. Reynolds
Its Attorney

ALLEN S. LAVIN
General Attorney
EARL L. NEAL
Special Attorney
111 W. Washington
Chicago, Illinois 60602
641-7133
#91186

JUDGE EARL ARKISS
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CIRCUIT COURT

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Grantor: S. G. Keywell Co.

Parcel 1A - Permanent Easement

A CENTER LINE for a 25 feet wide Easement lying Northerly of The Metropolitan Sanitary District of Greater Chicago Property and Easterly of the Chicago and Western Indiana Railroad Property aforesaid CENTER LINE lying in the West $\frac{1}{4}$ of the Southeast quarter of Section 22, Township 37 North, Range 14, (North of the Indian Boundary Line), also in the Northeast quarter of Fractional Section 27, Township 37 North, Range 14 (North of the Indian Boundary Line) also in the East $\frac{1}{2}$ Fractional of the Southwest quarter of Fractional Section 22, Township 37 North, Range 14 (South of the Indian Boundary Line) also in the North $\frac{1}{2}$ of Section 27, Township 37 North, Range 14 (South of the Indian Boundary Line) described as follows, commencing at a point on the North Line of said Northeast Fractional quarter of Section 27, a distance of 706.55 feet; thence North 02 Degrees, 32 Minutes, 29 Seconds West, a distance of 21.10 feet to the POINT OF BEGINNING:

Beginning at a Coordinate point of 1826095.035 North and 696919.0384 East (said coordinates refer to the State of Illinois Coordinate System); thence South 02 Degrees, 32 Minutes, 29 Seconds East a distance of 1180.11 feet to a point of curve; thence continuing Southeasterly along a curved line, convexed to the Southwest, with a radius of 101.44 feet, an arc distance of 79.30 feet a point of Point Reversed Curve; thence continuing Southeasterly along a curved line, convexed to the Northeast, with a radius of 204.83 feet, an arc distance of 82.92 feet to a point of tangent; thence continuing, tangent to the last described course, South 24 Degrees, 08 Minutes, 27 Seconds East, a distance of 242.17 feet to a point of Curve; thence continuing Southeasterly along a curved line, convexed to the Southwest, with a radius of 272.26 feet, an arc distance of 112.04 feet to a point of tangent; thence continuing, tangent to the last described course, South 47 Degrees, 43 Minutes, 06 Seconds East, a distance of 69.71 feet to a point of curve; thence continuing Southeasterly along a curved line, convexed to the Southwest, with a radius of 1094.96 feet an arc distance of 164.37 feet to a point of tangent; thence continuing, tangent to the last described course, South 56 Degrees, 19 Minutes, 10 Seconds East, a distance of 432.97 feet to a point of curve; thence continuing Southeasterly along a curved line, convexed to the Southwest, with a radius of 1192.82 feet, an arc distance of 297.35 feet to a point of curve; thence continuing, tangent to the last described course, South 70 Degrees, 36 Minutes, 08 Seconds East, a distance of 428.92 feet to a point of curve; thence continuing Southwesterly along a curved line, convexed to the Southwest, with a radius of 521.56 feet, an arc distance of 30.25 feet to a point of intersection with the most Southeasterly line of Parcel "1A", having a bearing of North 21 Degrees, 50 Minutes, 30 Seconds East, all East of the Third Principal Meridian, in Cook County, Illinois.

All as shown on a plat marked Exhibit 1A, attached herewith and made a part hereof.

Area: 78,002 Sq. Ft. (1.7606 acres)

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Grantor: S. G. Keywell Co.

Parcel 1B - Permanent Easement:

A CENTER LINE for a 25 feet wide Easement lying Northerly of The Metropolitan Sanitary District of Greater Chicago Property and Easterly of the Chicago and Western Indiana Railroad Property aforesaid CENTER LINE lying in the West $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 37 North, Range 14, East of the Third Principal Meridian (North of the Indian Boundary Line), said CENTER LINE more particularly described as follows:

Commencing at the southwest corner of the West $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 22; thence east along the south line of the West $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 22, 106.55 feet; thence North $02^{\circ} 32' 29''$ West, 21.10 feet to the point of beginning; thence continuing North $02^{\circ} 32' 29''$ West, 78.90 feet to a point of curve; thence northwesterly along a curved line concave to the southwest, having a radius of 100.00 feet and being tangent to the last described line, 165.30 feet arc distance to the point of termination on the west line of the West $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 22.

The side lines of said easement are to be shortened or lengthened to terminate on the west line of the Southeast $\frac{1}{4}$ of said Section 22.

All as shown on a plat marked Exhibit 1A, attached herewith and made a part hereof.

Area: 6,105 sq. ft. (0.1401 acres)

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Grantor: S. G. Keywell Co.

Parcel 1C - Permanent Easement

A CENTER LINE for a 25 feet wide Easement lying Northerly of The Metropolitan Sanitary District of Greater Chicago Property and Easterly of the Chicago and Western Indiana Railroad Property aforesaid CENTER LINE lying in the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 37 North, Range 14, East of the Third Principal Meridian (South of the Indian Boundary Line), said CENTER LINE more particularly described as follows:

Beginning at the intersection of a line, said line lying 979.00 feet east of and parallel with the east property line of Chicago and Western Indiana Railroad, with the northeasterly line of The Metropolitan Sanitary District of Greater Chicago property, said northeasterly line more particularly described as follows: Commencing at the intersection of the east property line of Chicago and Western Indiana Railroad with the north line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 27; thence east along the north line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 27, 180.00 feet to the point of beginning; thence South $58^{\circ} 26' 41''$ East to the east line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 27; thence north along a line parallel to the said east property line of Chicago and Western Indiana Railroad, 26.50 feet to the point of termination on the southwesterly line of Parcel "1A".

The sidelines of said easement are to be shortened or lengthened to begin on the said northeasterly property line of The Metropolitan Sanitary District of Greater Chicago and to terminate on the said southwesterly line of Parcel "1A".

All as shown on a plat marked Exhibit 1A, attached hereto and made a part hereof.

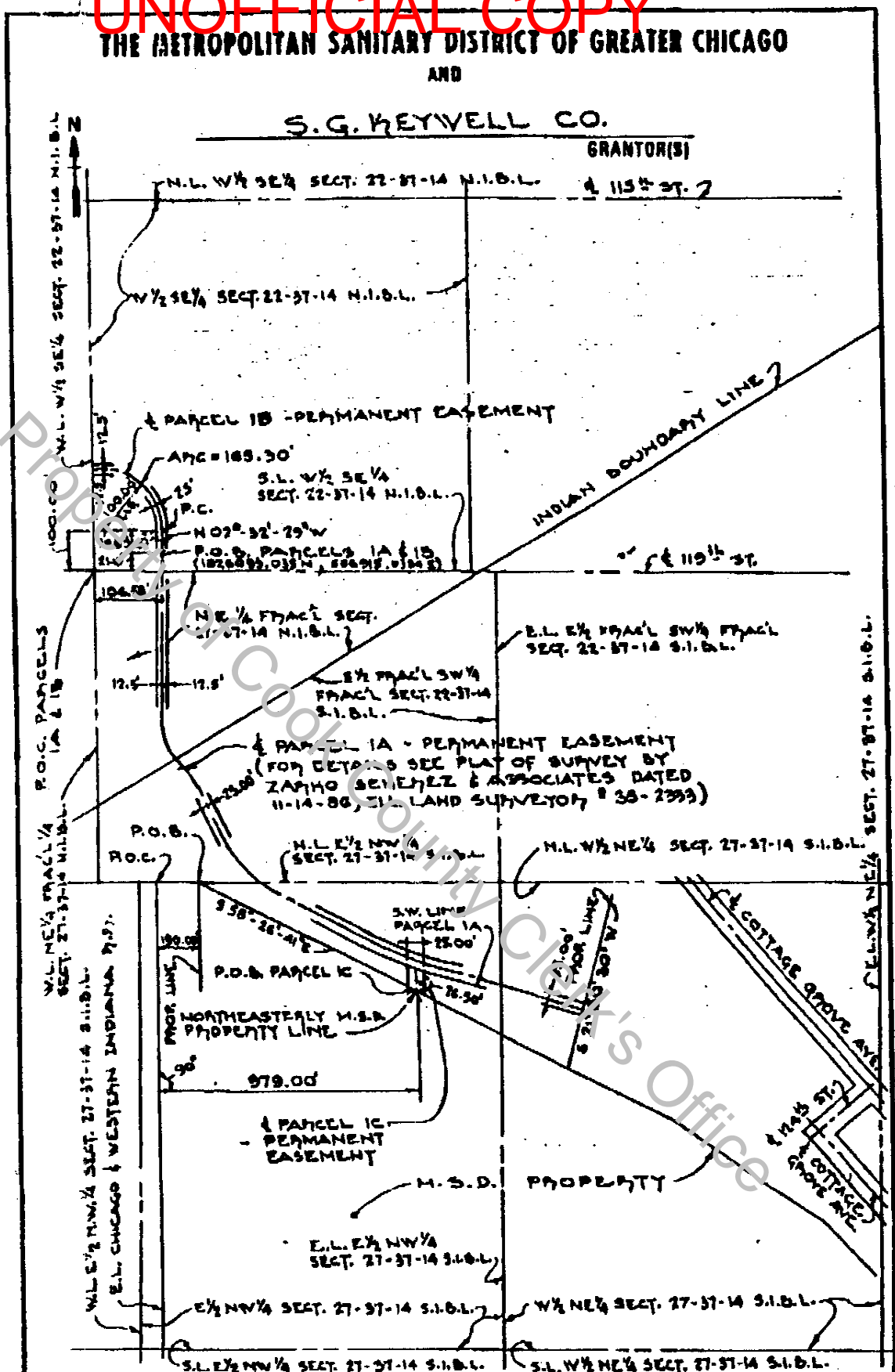
Area: 662 Sq. Ft. (0.0152 acres)

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**THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO
AND**

S.G. KEYVELL CO.

GRANTOR(S)



NOT TO SCALE

R. STAK
 REGISTAR
 ROMAN
 DRAWN BY
 11-19-08
 DATE

**ADDITIONAL GRAVITY CONCENTRATION
 TANKS, CALUMET S.T.W.**
 PROJECT
 75-215-2P
 P.E. NO.

EXHIBIT 1A