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This Instrument Prepared By:

Erin Felchner
Sidley Austin LLP
One South Dearborn Street
Chicago, Illinois 60603

When Recorded Return To:

Ellen Kane Munro
Vice President/General Counsel
Loyola University of Chicago
820 N. Michigan Avenue
Chicago, IL 60611



Doc#: 0804533220 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/14/2008 01:24 PM Pg: 1 of 15

Chicago, IL

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 13th day of February, 2008, by THE BOARD OF TRUSTEES OF THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO (the "Grantor"), with an office located at 801 North Dearborn, Chicago, IL 606010, to and in favor of LOYOLA UNIVERSITY OF CHICAGO, having an address at 820 North Michigan Avenue, Room 1418, Chicago, IL 606011 (herein called "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, by these presents does hereby (subject to the easement reserved herein) GRANT, SELL, ALIEN, REMISE, RELEASE AND CONVEY unto Grantee and its successors and assigns all of Grantor's right, title and interest in and to that certain real property located in Cook County, Illinois which is legally described on Exhibit A attached hereto and made a part hereof (the "Land"), together with all improvements thereon (except as provided herein), and all privileges, rights, easements, hereditaments, and appurtenances thereunto belonging, and all right, title and interest of Grantor in and to all streets, alleys, passages and other rights-of-way included therein or adjacent thereto (together with the Land, the "Real Property"); provided, however, that Grantor reserves unto it self and the Young Men's Christian Association of Chicago, constituted pursuant to a special act of the Illinois Legislature (the "YMCA") that certain easement set forth below.

TO HAVE AND TO HOLD the Real Property unto Grantee and Grantee's successors and assigns FOREVER.

And Grantor does hereby covenant, promise and agree to and with the Grantee, and its successors and assigns, that the Grantor has not done or suffered to be done anything

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whereby the Real Property hereby granted and conveyed hereby is or may be, in any manner, encumbered or charged, except for those title exceptions listed on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions"), and that Grantor will WARRANT AND FOREVER DEFEND the Real Property unto Grantee and its successors and assigns, against all persons or entities making any claims or demands concerning the Real Property by, through or under the Grantor, subject, however, to the Permitted Exceptions.

1. Reservation of Easement. Grantor hereby reserves and, to the extent necessary to give the YMCA rights hereunder, grants and conveys, for the benefit of Grantor and the YMCA and their respective successors and assigns, as an easement appurtenant to the Lawson House Property, the following easement rights (collectively, the "Easement") on, over, across and through those portions of the Property lying between Chicago Avenue and the north side of the Lawson House Property legally described on Exhibit C attached hereto (collectively, the "**Easement Area**"):

(a) a perpetual, non-exclusive easement for the maintenance, installation, repair and replacement of any existing fire, life or safety systems of Grantor and the YMCA used for emergency ingress and egress (via the emergency exit door located on the east side of the Lawson House Building) as of the date of this instrument;

(b) a perpetual, non-exclusive easement for the operation, maintenance, alteration, replacement and repair of the Lawson House Building (including, without limitation, the right to temporarily install scaffolding, lifts or canopies for construction, maintenance or repair purposes) and a perpetual, non-exclusive easement for all necessary access thereto, by Grantor and the YMCA; and

(c) a perpetual, non-exclusive easement for the location, maintenance, repair and alteration of the Encroachments.

2. Definitions. As used in this Reservation of Easement, the following terms have the meanings specified or referred to in this paragraph:

"**Lawson House Building**" means that certain building located on the Lawson House Property.

"**Lawson House Property**" means that certain parcel of land which is legally described on Exhibit D attached hereto and made a part hereof and all improvements thereof.

"**Encroachments**" means those certain portions of the Lawson House Building which encroach into the Easement Area as of the date of this Reservation of Easement, which include an overhead sign located on the southernmost portion of the east wall of the Lawson House Building, two wall mounted lighting fixtures located on the east face of the Lawson House Building, one exhaust vent located near the access door on the east wall of the Lawson House Building and one exhaust fan on the east wall of the Lawson House Building.

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"*Requirement(s) of Law(s)*" means any foreign, federal, state, county and local laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any governmental body (including those pertaining to electrical, building, zoning, environmental and contractors).

3. Use of Easement; Indemnification. Grantor and/or the YMCA shall be permitted to allow their respective licensees, employees, officers, agents and contractors to use the Easement pursuant to the terms of this Reservation of Easement. Grantor and the YMCA shall indemnify and hold harmless Grantee, and its officers, directors, agents and employees against and from any and all claims, demands, actions, losses, liabilities, expenses (including reasonable costs of investigation and defense and reasonable legal fees and expenses), suits and proceedings of any nature whatsoever for personal injury, death or property damage caused by the negligence or willful misconduct of, or a breach of this Reservation of Easement by Grantor, the YMCA or any of their respective licensees, employees, officers, agents or contractors. Notwithstanding the foregoing, neither Grantor nor the YMCA shall indemnify Grantee to the extent such injury or damage is attributable to the negligence or willful misconduct of, or breach of this Reservation of Easement by Grantee.
4. Limitation on Damages. In no event or under any circumstances shall either Grantee, Grantor or the YMCA be liable to any other party hereto for any special, incidental, exemplary, indirect, punitive or consequential damages or damages in the nature of lost profits or loss of goodwill or reputation, whether such loss is based on contract, warranty or tort.
5. Remedies. If Grantee shall be in default under the terms and conditions of this Reservation of Easement, Grantor's and the YMCA's sole remedy shall be to seek specific performance, including mandatory injunctive relief, from any court of law or equity having jurisdiction over the matter.
6. Termination of Easement. The Easement hereby reserved shall terminate effective upon the demolition of the Lawson House Building. In addition, all of the Easements other than the Easement described in paragraph 1(a) above shall terminate, but only with respect to the affected portion of the Easement Area, if at any time Grantee elects to construct any improvements (other than temporary improvements) on the Easement Area (and in electing to do so Grantee shall, subject to the limitations set forth in this paragraph 6, have the full and complete right as permitted by applicable Requirements of Law to place any new permanent improvements in the Easement Area that Grantee elects to so place in such area); provided, however, in so constructing any such improvements within the Easement Area (i) Grantee shall not have the right to require Grantor to relocate the emergency exit door and improvements on the east side of the Lawson House Building to a new location on the Lawson House Building, but in constructing its improvements within the Easement Area Grantee shall preserve through the design of such improvements a means of emergency egress from the emergency exit door located on the east side of the Lawson House Building that satisfies all Requirements of Law; (ii) except as may be required under applicable Requirements of Law, Grantee need not provide for the continuation of a location within the Easement Area for the Encroachments; and (iii) unless otherwise agreed to by Grantor and Grantee, improvements constructed in the Easement Area shall not be built within five (5) feet of the east wall of the Lawson House Building from ground level through the sixth story of the Lawson House Building. Until such time as the Easement has been terminated

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as provided herein, Grantor, Grantee and the YMCA agree, from time to time upon the request of any one of them, to execute any amendments to this Reservation of Easement reasonably requested in order to clarify of record the location of the Easement Area.

7. Partial Invalidity. Whenever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

8. Benefited and Burdened Property. This Reservation of Easement shall bind and burden the Easement Area, which shall, for the purpose of such reservations, be deemed to be the burdened property and the Lawson House Property shall be deemed to be the benefited property. The Easement reserved hereunder shall be deemed in each case to be appurtenant to the Lawson House Property as a whole in its present configuration.

9. Minimize Impact; Scheduling of Easement Use. The Easement reserved hereunder shall be subject to the concurrent use by Grantee as and to the extent necessary for the operation of Grantee's business, *provided* that such concurrent use shall not unreasonably interfere with the use and enjoyment by Grantor and the YMCA of the Easement reserved hereunder. However, in utilizing the Easement reserved hereunder pursuant to paragraph 1(b) hereof, the following requirements shall apply:

(a) Grantor or the YMCA shall provide to Grantee not less than ten (10) days advance notice of Grantor's intent to exercise its rights under paragraph 1(b) of the Reservation of Easement if such exercise will require the temporary installation of scaffolding, lifts or canopies in the Easement Area for construction, maintenance or repair purposes, which notice shall contain a schedule describing in reasonable detail the permitted purpose for Grantor's access, the anticipated duration of such need for access, and the identity of any contractors performing any of the activities associated with such permitted purpose (each such contractor being herein referred to as a "Licensee");

(b) Grantor and the YMCA shall make commercially reasonable efforts to install any scaffolding, lifts or canopies in a manner which minimizes the effect on the Easement Area and the number of parking spaces affected and if Grantor, the YMCA or their licensees exercise their rights pursuant to paragraph 1(b) in excess of ninety (90) days in any one calendar year, Grantor or the YMCA shall compensate Grantee for losses incurred after the expiration of such ninety (90) day period that are reasonably demonstrated by Grantee;

(c) Each licensee performing any of the work permitted pursuant to paragraph 1(b) and Grantor or the YMCA shall each provide to Grantee evidence of commercial general liability insurance in an amount not less than \$1,000,000 per occurrence (or such larger amount as may then be customarily carried as the primary per occurrence limits under commercial general liability insurance policies in the Chicago metropolitan area by

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similar licensees doing similar work) issued by an insurance company reasonably acceptable to Grantee and naming Grantee as an additional insured pursuant to an endorsement that affords Grantee coverage under such insurance in the case of the negligence of Grantor, the YMCA, any licensee or any subcontractor of any such licensee performing any of such work;

(d) No additional areas outside the Easement Area may be used by Grantor, the YMCA or any of their licensees as a staging or material storage area or for any other purpose, it being understood and agreed that Grantor or the YMCA shall be responsible for ensuring the safe egress from its emergency exit door is preserved despite the installation of any such scaffolding, lifts, canopies or other obstructions that may be placed within the Easement Area during any time Grantor or the YMCA is exercising such rights; and

(e) In utilizing the Easement reserved hereunder, Grantor or the YMCA shall use all commercially reasonable and diligent efforts to minimize the impact of its exercise on the operations of Grantee within the Easement Area and on the remainder of the Property, and shall keep Grantee advised should there be any anticipated change in its proposed schedule for the use of any of the Easement Area.

10. Abandonment of Easement. The Easement reserved hereunder shall not be presumed abandoned by non-use or as a result of the occurrence of damage to the Lawson House Building, but shall terminate automatically without any written instrument on the part of either Grantor, the YMCA or Grantee upon the demolition of the Lawson House Building.

11. Covenants; Successors and Assigns. This Reservation of Easement and the rights and obligations of Grantor, the YMCA and Grantee shall be deemed covenants running with the land, and except as provided herein with respect to termination of the Easement hereby reserved, shall be binding upon and inure to the benefit of Grantor, the YMCA and Grantee and their respective successors, legal representatives and assigns.

12. Exculpation. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT NO INDIVIDUAL MEMBER OF GRANTOR OR THE BOARD OF TRUSTEES OR THE BOARD OF MANAGERS OF GRANTOR OR THE YMCA, OR ANY OF THEIR RESPECTIVE OFFICERS, OFFICIALS, REPRESENTATIVES OR EMPLOYEES SHALL BE PERSONALLY LIABLE FOR ANY OF GRANTOR'S OR THE YMCA'S OBLIGATIONS OR ANY UNDERTAKING OR COVENANT OF GRANTOR OR THE YMCA OR CONTAINED IN THIS AGREEMENT.

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IN WITNESS WHEREOF, Grantor has caused its name to be signed to this Special Warranty Deed in Trust on the day and year first above written.

GRANTOR:

THE BOARD OF TRUSTEES OF THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO

By: James G. Keane
Name: James G. Keane
Title: Assistant Secretary of the Board of Trustees

Exempt under provisions of Paragraph b, Section 4, Real Estate Transfer Tax Act

2/13/08
Date

Cassidy Dore
Buyer, Seller or Representative

EXEMPT UNDER PROVISIONS OF PARAGRAPH _____, SEC. 200.1-2 (a) OR PARAGRAPH b, SEC. 200.1-4 (b) OF THE CHICAGO TRANSACTION TAX ORDINANCE

2/13/08
DATE

Cassidy Dore
BUYER, SELLER OR REPRESENTATIVE

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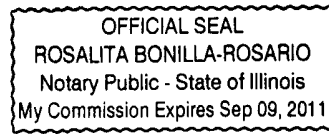
STATE OF ILLINOIS)
)SS
COUNTY OF Cook)

I, Rosalita Bonilla-Rosario, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that James G. Keane, personally known to me to be the Assistant Secretary of The Board of Trustees of the Young Men's Christian Association of Chicago, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ he/she signed and delivered such instrument as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 11th day of February, 2008.

Rosalita Bonilla-Rosario
Notary Public

My Commission Expires: September 09, 2011



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EXHIBIT A

LEGAL DESCRIPTION

See attached for legal description

Property Common Address: 30 West Chicago, Chicago, Illinois

Tax Parcel ID Nos.: 17-04-450-047-8001
17-04-450-048-8001
17-04-450-049-8001
17-04-450-050-8001

Send Future Tax Bills to: Loyola University of Chicago
Attn: Office of Capital Planning
820 N. Michigan Ave.
Water Tower Campus
Lewis Towers, Suite 1406
Chicago, IL 60611

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STREET ADDRESS: LAWSON HOUSE PARKING LOT
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 17-04-450-047-8001

LEGAL DESCRIPTION:**PARCEL 1:**

THAT PART OF LOT 2 LYING WEST OF THE WEST TERMINUS LINE, AND SAID WEST TERMINUS LINE EXTENDED NORTH AND SOUTH OF PEARSON ST, (EXCEPT THE NORTH 138 FEET THEREOF AND EXCEPT THE SOUTH 100 FEET THEREOF) IN ASSESSOR'S DIVISION IN BLOCK 1 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO

PARCEL 2:

LOTS 1, 2, 3 AND 4 IN NEWBERRY TRUSTEE'S SUBDIVISION OF THE SOUTH 100 FEET OF LOT 2 IN ASSESSOR'S DIVISION OF BLOCK 1 OF BUSHNELL'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO

PARCEL 3:

LOTS 3, 4, AND LOT 5 (EXCEPT THAT PART THEREOF TAKEN FOR ALLEY BY INSTRUMENT RECORDED AS DOCUMENT NO. 2552524) AND LOTS 8 TO 11 BOTH INCLUSIVE, AND LOT 12 (EXCEPT THAT PART OF LOT 12 FALLING IN THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF LOTS 12 TO 15 IN ASSESSOR'S DIVISION IN BLOCK 1 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 15; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 15 TO THE NORTH LINE OF THE AFORESAID VACATED PUBLIC ALLEY; THENCE EAST ALONG THE NORTH LINE OF THE VACATED PUBLIC ALLEY, A DISTANCE OF 154.10 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 15, A DISTANCE OF 31.20 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE AFORESAID VACATED PUBLIC ALLEY, A DISTANCE OF 14.88 FEET, MORE OR LESS TO A POINT 2.07 FEET EAST OF THE WEST LINE OF SAID LOT 12, BEING THE EAST LINE OF A 23-STORY BRICK BUILDING; THENCE SOUTH ALONG SAID EAST LINE OF A 23-STORY BRICK BUILDING, A DISTANCE OF 86.80 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 12; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 12 TO 15, A DISTANCE OF 139.08 FEET, MORE OR LESS TO THE POINT OF BEGINNING) IN ASSESSOR'S DIVISION IN BLOCK 1 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO

PARCEL 4: THAT PART OF THE EAST AND WEST VACATED 14 FOOT PUBLIC ALLEY SOUTH OF THE SOUTH LINE OF LOT 3, 4 AND 5 IN ASSESSOR'S DIVISION OF BLOCK 1 OF BUSHNELL'S ADDITION TO CHICAGO IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING SOUTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 3 IN ASSESSOR'S DIVISION OF BLOCK 1 AFORESAID TO THE SOUTHEAST CORNER OF LOT 1 IN NEWBERRY TRUSTEE'S SUBDIVISION AFORESAID; AND LYING NORTH OF THE NORTH LINE OF LOTS 8 TO 12, BOTH INCLUSIVE, IN ASSESSOR'S DIVISION OF BLOCK 1 AFORESAID; AND LYING WEST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 8 IN ASSESSOR'S DIVISION OF BLOCK 1 AFORESAID; AND LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 9.90 FEET OF LOT 12 IN ASSESSOR'S DIVISION OF BLOCK 1 AFORESAID; ALL IN COOK COUNTY, ILLINOIS,

ALSO

THE NORTH AND SOUTH VACATED 14 FOOT PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOT 3 IN ASSESSOR'S DIVISION OF BLOCK 1 AFORESAID; AND LYING EAST OF THE EAST LINE OF LOTS 1 TO 4, BOTH INCLUSIVE, IN NEWBERRY TRUSTEE'S SUBDIVISION AFORESAID; AND LYING SOUTH OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 3 IN ASSESSOR'S DIVISION OF BLOCK 1 AFORESAID TO THE NORTHEAST CORNER OF LOT 4 IN NEWBERRY TRUSTEE'S SUBDIVISION AFORESAID; AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 3 IN ASSESSOR'S DIVISION OF BLOCK 1 AFORESAID TO THE SOUTHEAST CORNER OF LOT 1 IN NEWBERRY TRUSTEE'S

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SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

PERMITTED EXCEPTIONS

1. TAXES AND ASSESSMENTS FOR THE YEAR 2007, AND SUBSEQUENT YEARS, AND ANY ADDITIONAL TAXES WHICH MAY RESULT FROM A REASSESSMENT OF THE SUBJECT PROPERTY.
2. PARTY WALL RIGHTS ON THE NORTH LINE OF PARCEL 1 AS DISCLOSED BY SURVEY NO. 2008-10271-001 PREPARED BY GREMLEY & BIEDERMANN DATED FEBRUARY 8, 2008 DEPICTING PARTY WALL REMAINS. (AFFECTS PARCEL 1).
3. AGREEMENT DATED APRIL 5, 1881 AND RECORDED APRIL 20, 1881 AS DOCUMENT 321279 MADE BY JOHANNA MCMAHON AND JOHN E. MCMAHON HER HUSBAND WITH CHARLES F. DWIGHT RELATING TO A PARTY WALL ON DIVIDING LINE BETWEEN LOTS 7 AND 8 BLOCK 1 IN BUSHNELL'S ADDITION TO CHICAGO. (AFFECTS LOT 8 PARCEL 3).
4. RESERVATION CONTAINED IN THE VACATION ORDINANCE RECORDED DECEMBER 5, 1963 AS DOCUMENT 18991832 IN FAVOR OF THE CITY OF CHICAGO WHICH THEREBY RESERVED ALL OF SAID VACATED ALLEY AS A RIGHT OF WAY FOR AN EXISTING SEWER AND FOR THE INSTALLATION OF ANY ADDITIONAL SEWERS OR OTHER MUNICIPALLY OWNED SERVICE FACILITIES THEN LOCATED OR WHICH IN THE FUTURE MAY BE LOCATED THEREIN AND FOR THE MAINTENANCE, RENEWAL AND RECONSTRUCTION OF SUCH FACILITIES; AND FURTHER PROVIDING THAT NO BUILDINGS OR OTHER STRUCTURES SHALL BE ERECTED ON THE SAID RIGHT OF WAY; NOR MAY ANY OTHER USE BE MADE OF SUCH AREA WHICH IN THE JUDGMENT OF THE MUNICIPAL OFFICIAL HAVING CONTROL OF THE AFORESAID SERVICE FACILITIES WOULD INTERFERE WITH THE USE, MAINTENANCE, RENEWAL OR RECONSTRUCTION OF SAID FACILITIES OR THE CONSTRUCTION OF ADDITIONAL FACILITIES. (AFFECTS THAT PART OF THE LAND VACATED BY SAID ORDINANCE) (AFFECTS PARCEL 4).
5. RELATIVE TO THE VACATION OF THE ALLEYS COMPRISING PARCEL 4, RIGHTS OF THE MUNICIPALITY, STATE OF ILLINOIS, THE PUBLIC AND ADJOINING OWNERS IN AND TO SAID VACATED ALLEYS. (AFFECTS THAT PART OF PARCEL 4 VACATED BY ORDINANCE RECORDED DECEMBER 21, 1978 AS DOCUMENT NO. 24774292 AND BY ORDINANCE RECORDED AS DOCUMENT NUMBER 15256859).
6. RIGHTS, IF ANY, OF PUBLIC AND QUASI-PUBLIC UTILITIES IN THE LAND IN SAID VACATED ALLEYS FOR THE MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS AND OTHER FACILITIES. (AFFECTS PARCEL 4).

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7. THE LAND LIES WITHIN THE BOUNDARIES OF A SPECIAL SERVICE AREA AS DISCLOSED BY ORDINANCE RECORDED AS DOCUMENT 91075841, AND IS SUBJECT TO ADDITIONAL TAXES UNDER THE TERMS OF SAID ORDINANCE AND SUBSEQUENT RELATED ORDINANCES.
8. RIGHTS, IF ANY, OF PUBLIC AND QUASI-PUBLIC UTILITIES IN THE LAND AS DISCLOSED BY SURVEY NO. 2008-10271-001 PREPARED BY GREMLEY & BIEDERMANN DATED FEBRUARY 8, 20087 DEPICTING AERIAL WIRES.
9. ENCROACHMENT OF THE 3 1/2 STORY BRICK BUILDING AND 2 STORY BRICK & GARAGE COACH HOUSE LOCATED MAINLY ON THE PROPERTY NORTH AND ADJOINING AND ONTO THE LAND BY APPROXIMATELY 0.60 FEET TO 0.98 FEET, AS SHOWN ON PLAT OF SURVEY NUMBER 2008-10271-001 PREPARED BY GREMLEY & BIEDERMANN DATED FEBRUARY 8, 2008. (AFFECTS PARCEL 1).
10. ENCROACHMENT OF THE FENCE LOCATED MAINLY ON THE LAND ONTO THE PUBLIC RIGHT OF WAY WEST AND ADJOINING BY APPROXIMATELY 0.51 TO 1.00 FEET, AS SHOWN ON PLAT OF SURVEY NUMBER 2008-10271-001 PREPARED BY GREMLEY & BIEDERMANN DATED FEBRUARY 8, 2008. (AFFECTS PARCEL 1 AND 2).
11. ENCROACHMENT OF THE 1 STORY BRICK & STUCCO BUILDING LOCATED MAINLY ON THE PROPERTY EAST AND ADJOINING AND ONTO THE LAND BY APPROXIMATELY 0.34 FEET TO 0.41 FEET AND OF THE OVERHEAD SIGN LOCATED ON THE BUILDING ON THE PROPERTY EAST AND ADJOINING AND ONTO TO THE LAND BY AN UNDISCLOSED AMOUNT, AS SHOWN ON PLAT OF SURVEY NUMBER 2008-10271-001 PREPARED BY GREMLEY & BIEDERMANN DATED FEBRUARY 8, 2008. (AFFECTS PARCEL 3).
12. ANY AND ALL OTHER MATTERS SHOWN IN THE PUBLIC RECORDS AFFECTING THE REAL PROPERTY.

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EXHIBIT C

EASEMENT AREA

THE WEST 5.00 FEET OF THE EAST 9.90 FEET OF THE NORTH 22.20 FEET OF LOT 12 IN THE ASSESSOR'S DIVISION IN BLOCK 1 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO,

THE SOUTH 5.00 FEET OF THE NORTH 22.20 FEET OF LOT 12 LYING EAST OF THE EAST LINE OF THE WEST 2.07 FEET OF SAID LOT 12 AND LYING WEST OF THE WEST LINE OF THE EAST 9.90 FEET OF SAID LOT 12 IN THE ASSESSOR'S DIVISION IN BLOCK 1 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO,

THE SOUTH 3.26 FEET OF THAT PART OF THE VACATED PUBLIC ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 12, LYING EAST OF THE WEST LINE EXTENDED NORTH OF THE EAST 9.90 FEET OF SAID LOT 12 AND LYING WEST OF THE EAST LINE OF THE WEST 5.00 FEET OF THE EAST 9.90 FEET OF SAID LOT 12 IN THE ASSESSOR'S DIVISION IN BLOCK 1 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO

THAT PART OF LOT 12 LYING SOUTH OF THE SOUTH LINE OF THE NORTH 22.20 FEET THEREOF AND LYING EAST OF THE EAST LINE OF THE WEST 2.07 FEET OF SAID LOT 12 AND LYING WEST OF THE WEST LINE OF THE EAST 9.90 FEET OF SAID LOT 12 IN THE ASSESSOR'S DIVISION IN BLOCK 1 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT D

LAWSON HOUSE PROPERTY

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That part of Lots 12 to 15, both inclusive, and all of the vacated public alley lying North of and adjoining Lots 12 to 15, both inclusive, in Assessors Division in Block 1 in Bushnell's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of said Lot 15; thence North along the West line of said Lot 15 to the North line of the aforesaid vacated public alley; thence East along the North line of the vacated public alley, 154.10 feet; thence South parallel with the West line of said Lot 15, 31.20 feet; thence parallel with the North line of aforesaid vacated public alley, 14.88 feet, more or less, to a point 2.07 feet East of the West line of said Lot 12, being the East line of a 23 story brick building; thence South along said East line of a 23 story brick building, 86.80 feet to a point in the South line of said Lot 12; thence West along the South line of said Lot 12 to 15, 139.08 feet, more or less, to the point of beginning, all in Cook County, Illinois.

Property of Cook County Clerk's Office