

# UNOFFICIAL COPY

This instrument prepared by  
and after recording return to:

Steve Holler  
Assistant General Counsel  
Loyola University of Chicago  
820 N. Michigan Avenue, Suite 750  
Chicago, Illinois 60611



Doc#: 1530016000 Fee: \$76.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/27/2015 09:37 AM Pg: 1 of 20

Above Space For Recorder's Use Only

## AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT AND FOR ENCROACHMENT AND SUPPORT EASEMENT

THIS AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT AND FOR ENCROACHMENT AND SUPPORT EASEMENT (this "**Agreement**") is dated as of this 26th day of October, 2015 (the "**Execution Date**"), but made effective as of November 1, 2014 (the "**Effective Date**"), by and between Ronald Krueck, an individual, having an address of 18 E. Pearson Street, Chicago, Illinois 60611 ("**Owner**"), LOYOLA UNIVERSITY OF CHICAGO, an Illinois not-for-profit corporation with an address of 820 N. Michigan Avenue, Chicago, IL 60611 ("**Loyola**"), and TOWER 10 GLADES, LLC, a Delaware limited liability company with an address c/o Newcastle Limited, 150 North Michigan, Suite 3610, Chicago, Illinois 60601 ("**Newcastle**").

### RECITALS

- A. Owner owns certain real property improved with a single family residence commonly known as 18 East Pearson Street, Chicago, Illinois (as more particularly described on Exhibit A attached hereto and made a part hereof, the "**Owner's Property**").
- B. Loyola owns certain real property located to the west of Owner's Property and commonly known (or to be known) as 8 East Pearson Street, Chicago, Illinois (as more particularly described on Exhibit B attached hereto and made a part hereof, the "**QSOB Property**") on which Loyola is constructing a new school of business building (the "**QSOB Building**"). As of the Execution Date, Loyola has completed construction of the QSOB Building.
- C. Loyola also owns (up to certain specified Chicago City Datum limits as to certain portions) the private alley located immediately to the north of Owner's Property (as more particularly described on Exhibit C attached hereto and made a part hereof the "**Private Alley Property**"). Pursuant to that certain Access Easement Agreement by and between Loyola and Newcastle dated September 5, 2013 and recorded in the Recorder's Office of Cook County

*fm*

# UNOFFICIAL COPY

(“**Recorder’s Office**”) on September 6, 2013 as document no. 1324919123 (the “**Access Easement Agreement**”), Loyola has previously granted Newcastle certain access and use rights with respect to the Private Alley Property, all of which shall at all times be superior to the easements and rights granted to Owner under this Agreement.

D. Newcastle owns certain real property located to the north of Owner’s Property and the QSOB Building and commonly known as 845 North State Street, Chicago, Illinois (as more particularly described on Exhibit D attached hereto and made a part hereof, the “**Newcastle Property**”), on which Newcastle is constructing a high-rise residential building (the “**Newcastle Building**”). As of the Execution Date, Newcastle has completed construction of the Newcastle Building.

E. As part of the QSOB Building construction project, Loyola has also constructed an elevated pedestrian bridge (the “**Pedestrian Bridge**”), the eastern portion of which is located within the Private Alley Property and the western portion of which is located within the portion of the Newcastle Property described on Exhibit E attached hereto and made a part hereof (the “**Newcastle Lot 5 Property**”). The Pedestrian Bridge connects the QSOB Building to Baumhart Hall, an existing Loyola building located at 26 East Pearson Street, Chicago, Illinois. Pursuant to that certain Easement Agreement For Connecting Corridors and Support for Pedestrian Bridge by and between Loyola and Newcastle dated September 5, 2013 and recorded in the Recorder’s Office of Cook County (“**Recorder’s Office**”) on September 6, 2013 as document no. 1324919120 (the “**Connecting Corridors Easement Agreement**”), Newcastle has granted Loyola an easement to construct and maintain the portion of the Pedestrian Bridge located within the Newcastle Lot 5 Property, together with certain additional support, access and use rights, all of which shall at all times be superior to the easements and rights granted to Owner under this Agreement.

F. After the Effective Date, the Owner constructed a new north garden wall on Owner’s Property (the “**New North Garden Wall**”). As of the Execution Date, Owner has completed construction of the New North Garden Wall.

G. Prior to the Effective Date, Owner asked Newcastle and Loyola for permission to install and maintain a metal trellis, including translucent screening material (the “**Metal Screening**”) that will extend upward from the Owner’s New North Garden Wall and attach to underside of the Pedestrian Bridge, which trellis, together with certain vegetation that will be planted on Owner’s Property and grow to cover the Metal Screening, will serve as a means of screening the rear of Owner’s Property.

H. Loyola, as owner of the Private Alley Property, and Newcastle, as owner of the Newcastle Lot 5 Property, have agreed to grant the Permitted Parties (as defined below) a temporary construction easement to install the Metal Screening (such work, as more particularly described in this Agreement, the “**Metal Screening Work**”) subject to the terms and conditions hereof. As of the Execution Date, Owner has substantially completed construction of the Metal Screening.

I. Because a portion of the Metal Screening encroaches upon the Private Alley Property and the Newcastle Lot 5 Property and is attached to and depend upon the Pedestrian Bridge structure for support, Newcastle and Loyola have agreed to grant Owner an encroachment

# UNOFFICIAL COPY

and support easement to allow for the construction, placement and maintenance of the Metal Screening, as more particularly described in Section 7 below and as depicted in the drawings attached as Exhibit F hereto and made a part hereof.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual covenants contained herein, the mutual covenants and agreements set forth in the separate Agreement For Temporary Construction Easement and for Encroachment Easement dated as of the date hereof between the parties concerning certain garden wall work on Owner's Property, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The Recitals above, including the defined terms set forth therein, are incorporated herein by reference as if fully restated herein in this **Section 1.**

2. **Grant of Right of Entry for Metal Screening Work.** Loyola and Newcastle, as applicable, hereby grant Owner and Owner's contractors, subcontractors, agents and employees (the "**Permitted Parties**"), effective as of the Effective Date, a temporary construction easement and right of entry (the "**Temporary Easement**") over the southernmost three (3) feet portion of the Private Alley Property and the Newcastle Lot 5 Property (such area, the "**Temporary Easement Area**") for the purpose of performing the Metal Screening Work. The Permitted Parties shall not use the Temporary Easement Area for any purposes other than the Metal Screening Work. In performing such work, the Permitted Parties shall at no times interfere with Loyola's use of the Private Alley, or the use of the Private Alley by Newcastle or its contractors, subcontractors, agents and employees under the Access Easement Agreement.

3. **Cooperation in Permitting.** The parties have previously cooperated with Owner in applying for and processing such permits and approvals as may be necessary or appropriate for the Metal Screening Work, which improvements shall be designed and constructed in accordance with all applicable federal, state and local laws, regulations, building codes and other health and safety requirements ("**Governmental Requirements**").

4. **Cost of Metal Screening Work.** All costs and expenses related to the Metal Screening Work shall be borne by Owner. Owner agrees to indemnify, defend and hold Loyola and Newcastle harmless from and against any costs, claims, and liabilities arising out of the performance of the Metal Screening Work, and the continuing existence of the Metal Screening Work and its attachment to the Pedestrian Bridge, and any act or omission related thereto, including, without limitation, any mechanics' and suppliers' liens.

5. **Term of Temporary Easement.** The term of the Temporary Easement shall commence at 8:00 a.m. on November 1, 2014 and shall terminate on 6:00 p.m. on November 1, 2015 (the "**Expiration Date**"), after which time the Temporary Easement and rights granted under Section 2 above shall terminate.

6. **General Conditions Applicable to Metal Screening Work.**

(a) The Metal Screening Work shall be completed in a good and workmanlike manner and pursuant to a work schedule agreed to by Loyola and Newcastle that shall not interfere with the QSOB Building Project nor the Newcastle Building project, subject to force

# UNOFFICIAL COPY

majeure conditions, which shall include strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused by Owner or any other cause reasonably beyond the control of the Owner or the Permitted Parties.

(b) Unless otherwise agreed in writing, and subject to any applicable provisions of the Municipal Code of the City of Chicago, the Metal Screening Work shall be performed between the hours of 8:00 a.m. and 6:00 p.m.. To expedite the performance of such work, the Metal Screening Work may be performed on weekdays and Saturdays, including any holidays.

(c) When the Metal Screening Work is substantially complete, all materials, tools, scaffolding, screens, canopies, equipment and debris shall be promptly removed from the Private Alley Property and the Newcastle Lot 5 Property.

(d) In staging and performing the Metal Screening Work, the Permitted Parties shall use only the Temporary Easement Area and the Owner's Property.

7. **Grant of Encroachment and Support Easement.** Loyola (as to the portion of the Metal Screening located within the Private Alley Property) and Newcastle (as to the portion of the Metal Screening located within the Newcastle Lot 5 Property) hereby grants Owner an encroachment easement appurtenant to the Owner's Property (the "**Encroachment Easement**") for the construction, use, maintenance, repair and reconstruction of the Metal Screening depicted on Exhibit F (the "**Encroaching Metal Screening Improvements**"), and the right to attach the Encroaching Metal Screening Improvements to the portion of the Pedestrian Bridge located within its property for structural support, subject to the terms of this Agreement. The physical space in which such Encroaching Metal Screening Improvements are located shall be referred to hereinafter as the "**Encroachment Easement Area.**" Such grant of easement shall not permit Owner to make or install anything else on the Private Alley Property or the Newcastle Lot 5 Property. Owner may plant vegetation on Owner's Property which may grow onto and cover the surface of such the Metal Screening, provided that Newcastle and Loyola shall at all times have the right to trim or otherwise limit the growth of such vegetation so that it does not interfere with either party's use of their respective properties. Owner shall, at either Newcastle's or Loyola's reasonable request, and at Owner's sole cost and expense, pay for any necessary maintenance work to keep the Metal Screening and all associated hardware rust-free and otherwise in good condition and repair. Neither Owner nor Newcastle shall have any responsibility for water damage to the Metal Screening. If Owner fails to perform such work, or fails to perform any other obligation of Owner under this Agreement, and in either instance does not correct such failure within thirty (30) days of receiving a written request from Newcastle or Loyola specifying Owner's default, Newcastle and Loyola shall each severally have the right to (a) terminate this Agreement and unilaterally record a release in the Recorder's Office as evidence of such termination, and (b) remove the Encroaching Metal Screening Improvements.

Loyola and Newcastle reserve all right, title and interest in and incident to the Private Alley Property and the Newcastle Lot 5 Property, respectively, for any and all purposes and improvements which do not encroach upon the Encroachment Easement Area, including, without limitation, the right to construct, use, maintain, repair, and reconstruct the QSOB Building, the Newcastle Building the Pedestrian Bridge, and any subsequent improvements constructed by



# UNOFFICIAL COPY

either party. In the event of any conflict, this reservation of rights to Loyola and Newcastle shall be paramount to the grant of the Encroachment Easement to Owner.

Loyola and Newcastle make no covenant or warranty of title, for quiet possession or against any pre-existing encumbrances. The grant of the Encroachment Easement is subject to any existing existing encumbrances and rights (whether public or private), recorded or unrecorded (including, without limitation, the recorded agreements referenced in the recitals) and the word "grant" as used in this Agreement shall not be construed as a covenant against the existence of any such encumbrances or rights. Owner shall not use or permit the use of the Private Alley or the Newcastle Lot 5 Property for any purposes other than those described in this Agreement (subject to Owner's pre-existing rights under that certain Access Easement with Right of First Offer by and between Loyola and Owner and Anstiss Drake Krueck dated as of March 8, 2006 and recorded in the Recorder's Office on June 8, 2006 as Document No. 0615734086). No third parties (other than a mortgagee described in Section 16 below) are intended beneficiaries of this Agreement.

8. **Termination of the Easement Due to Demolition of Owner's Residence.**

Either Loyola or Newcastle may terminate this Agreement and remove the Encroaching Metal Screening Improvements (or require the Owner to do so) if (a) the current single family residence located on Owner's Property is subsequently demolished, (b) the Newcastle Building is subsequently demolished, (c) the Pedestrian Bridge is subsequently demolished, reconfigured, or otherwise altered so that it is no longer able to accommodate the attachment of the Metal Screening, or (d) the QSOB Building is subsequently demolished. Nothing in this Agreement shall obligate Newcastle or Loyola to maintain, repair or replace any of the improvements named in the preceding sentence.

9. **Notices.** Unless otherwise provided herein, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be served on the parties at the following addresses:

If to Owner:                    Mr. Ronald Krueck  
    18 E. Pearson Street  
    Chicago, Illinois 60611

If to Loyola:                    Loyola University of Chicago  
    820 North Michigan Avenue, 15th Floor  
    Chicago, Illinois 60611  
    Attention: Wayne Magdziarz  
    Senior Vice President for Capital Planning  
    and Campus Management

With a copy to:                Loyola University of Chicago  
    Office of the General Counsel  
    820 N. Michigan Avenue, Suite 750  
    Chicago, Illinois 60611  
    Attention: General Counsel

If to Newcastle:                Tower 10 Glades LLC

# UNOFFICIAL COPY

c/o Newcastle Limited  
150 North Michigan Avenue, Suite 3610  
Chicago, Illinois 60601  
Attention: Michael Haney

Any such notices shall be either (i) sent by certified mail return receipt requested and postage pre-paid, in the United States Mail, (ii) sent by overnight delivery using a nationally recognized courier, or (iii) by personal hand delivery, in which case notice shall be deemed delivered at the time of the personal hand delivery or refusal. Notices shall be deemed effective and received by Owner on the date actual receipt or refusal by a member of the office of the Owner representative who is addressed, and shall be deemed effective and received by Loyola on the date of actual receipt or refusal by a member of the office of the Loyola representative who is addressed or, in the case of email notices, effective upon the sending party's confirmation of receipt.

10. **Entire Agreement.** This Agreement, including any exhibits attached hereto (which exhibits form a material part of this Agreement and are incorporated herein by reference), shall, when executed and delivered by the relevant parties, constitute the entire agreement between the parties hereto relative to the subject matter hereof. Any other negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement and shall be of no force or effect. This Agreement may not be amended or modified except in writing executed by both parties hereto.

11. **Interpretation.** Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both other genders. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Time is of the essence of this Agreement.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

13. **Invalidity of Provision.** If any provisions of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction or other qualified tribunal to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

14. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, and the parties hereto (i) agree that any action or proceeding that is brought to enforce this Agreement or that concerns or is in any way related to this Agreement shall be brought in the federal or state courts located in Cook County, Illinois and (ii) consent to venue and personal jurisdiction in the courts specified in the foregoing subpart (i) of this subsection.

# UNOFFICIAL COPY

15. **Waiver of Trial by Jury.** To the extent permitted by law, each party hereby waives, irrevocably and unconditionally, trial by jury in any action brought on, under or by virtue of or relating in any way to this Agreement or any of the documents executed in connection therewith, the property, or any claims, defenses, rights of set-off or other actions pertaining hereto or to any of the foregoing.

16. **Encroachment Easement Runs with the Land.** The Encroachment Easement granted herein shall run with the Newcastle Lot 5 Property, the Private Alley Property, and the Owner Property and be binding upon any successor in title to either such property, provided, however, that such Encroachment Easement shall be subject to the rights of any mortgagee holding a mortgage secured by Newcastle Property and the Newcastle Building as of the date of this Agreement, together with any such mortgagee's successors and assigns.

[SIGNATURE PAGE FOLLOWS.]

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Owner, Loyola and Newcastle have executed this Agreement for Temporary Construction Easement and for Encroachment Easement as of the date first above written.

LOYOLA:

LOYOLA UNIVERSITY OF CHICAGO,  
an Illinois not-for-profit corporation

By: Wayne Magdziar  
Wayne Magdziar  
Senior Vice President for Capital  
Planning and Campus Management

OWNER:

RONALD KRUECK, an individual

By: \_\_\_\_\_

NEWCASTLE:

TOWER 10 GLADES, LLC, a Delaware limited liability  
company

By: \_\_\_\_\_  
Michael R. Haney  
President and CEO

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

IN WITNESS WHEREOF, Owner, Loyola and Newcastle have executed this Agreement for Temporary Construction Easement and for Encroachment Easement as of the date first above written.

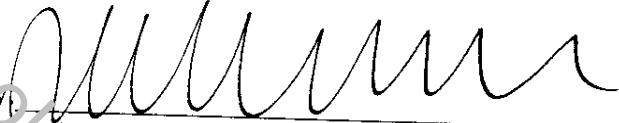
LOYOLA:

LOYOLA UNIVERSITY OF CHICAGO,  
an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Wayne Magdziarz  
Senior Vice President for Capital  
Planning and Campus Management

OWNER:

RONALD KRUECK, an individual

By: \_\_\_\_\_  


NEWCASTLE:

TOWER 10 GLADES, LLC, a Delaware limited liability  
company

By: \_\_\_\_\_  
Michael R. Haney  
President and CEO

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Owner, Loyola and Newcastle have executed this Agreement for Temporary Construction Easement and for Encroachment Easement as of the date first above written.

LOYOLA:

LOYOLA UNIVERSITY OF CHICAGO,  
an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Wayne Magdziarz  
Senior Vice President for Capital  
Planning and Campus Management

OWNER:

RONALD KRUECK, an individual

By: \_\_\_\_\_

NEWCASTLE:

TOWER 10 GLADES, LLC, a Delaware limited liability  
company

By: \_\_\_\_\_  
Michael R. Haney  
President and CEO

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

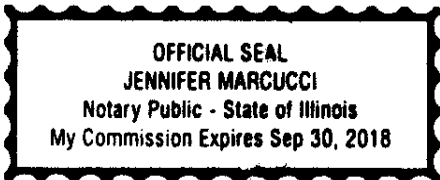
STATE OF ILLINOIS        )

COUNTY OF COOK         )

I, Jennifer Marcucci, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Wayne Magdziarz, not personally but in his capacity as the Senior Vice President for Capital Planning and Campus Management for LOYOLA UNIVERSITY OF CHICAGO, an Illinois not-for-profit corporation (the "University"), 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 signed and delivered such instrument pursuant to authority granted by the University as his own free and voluntary act, and as the free and voluntary act of the University for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of March, 2015.

Jennifer Marcucci  
Notary Public

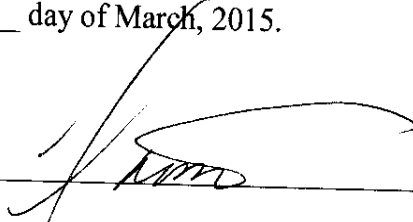


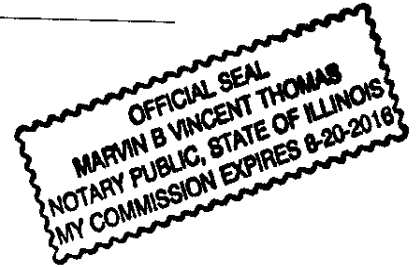
# UNOFFICIAL COPY

STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF COOK        )

I, MARVIN THOMAS, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ronald Krueck, 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 signed and delivered such instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13 day of March, 2015.

  
\_\_\_\_\_  
Notary Public



Property of Cook County Clerk's Office

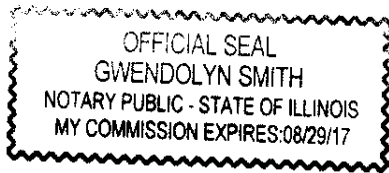
# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )

I, Gwendolyn Smith, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael R. Haney, not personally but in his capacity as the President and CEO of TOWER 10 GLADES, LLC, an Illinois limited liability company (the "Company"), 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 signed and delivered the foregoing consent to such instrument pursuant to authority granted by the Company as his own free and voluntary act, and as the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of March, 2015.

Gwendolyn Smith  
Notary Public



Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## Exhibit A

### Legal Description of Owner Property

THAT PART OF LOT 6 IN BLOCK 18 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 153.5 FEET FROM THE SOUTHWEST CORNER OF SAID BLOCK; THENCE EAST ON THE SOUTH LINE THEREOF TO A POINT 110.8 FEET FROM THE EAST LINE OF SAID BLOCK; THENCE NORTH 100.5 FEET TO A POINT 111.0 FEET FROM THE EAST LINE OF SAID LOT OR BLOCK; THENCE WEST 34.30 FEET; THENCE SOUTH 100.5 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 18 East Pearson Street, Chicago, Illinois, 60611

Permanent Index Number: 17-03-223-011-0000

# UNOFFICIAL COPY

## Exhibit B

### Legal Description of QSOB Property

LOT 2 IN LOYOLA RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 2, 3, 4, 5, "A" AND PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 18 IN CANAL TRUSTEE'S SUBDIVISION (ANTE-FIRE), TOGETHER WITH LOTS 1, 2, 3, 4, 9 AND PARTS OF THE PRIVATE ALLEYS IN ANDREW LARSON'S SUBDIVISION OF LOT 1 IN THE SUBDIVISION OF BLOCK 18 AFORESAID (ANTE-FIRE) AND LOTS 1, 2, 3 AND 4 IN THE SUBDIVISION OF LOT 7 OF BLOCK 18 IN THE CANAL TRUSTEE'S SUBDIVISION AFORESAID (ANTE-FIRE) OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SUCH PLAT HAVING BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 24, 2013 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY ON AUGUST 6, 2013 AS DOCUMENT NO. 1321816010.

Commonly known as 2-16 E. Pearson Street

Permanent Index Numbers: 17-03-223-029-0000  
17-03-223-030-0000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## Exhibit C

### Legal Description of Private Alley Property

LOTS 3, 6 AND 8 IN LOYOLA RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 2, 3, 4, 5, "A" AND PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 18 IN CANAL TRUSTEE'S SUBDIVISION (ANTE-FIRE), TOGETHER WITH LOTS 1, 2, 3, 4, 9 AND PARTS OF THE PRIVATE ALLEYS IN ANDREW LARSON'S SUBDIVISION OF LOT 1 IN THE SUBDIVISION OF BLOCK 18 AFORESAID (ANTE-FIRE) AND LOTS 1, 2, 3 AND 4 IN THE SUBDIVISION OF LOT 7 OF BLOCK 18 IN THE CANAL TRUSTEE'S SUBDIVISION AFORESAID (ANTE-FIRE) OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SUCH PLAT HAVING BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 24, 2013 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY ON AUGUST 6, 2013 AS DOCUMENT NO. 1321816010.

Permanent Index Number: 17-03-223-031-0000  
17-03-223-034-0000  
17-03-223-035-0000

Record of Cook County Clerk's Office

# UNOFFICIAL COPY

## Exhibit D

### Depiction of Newcastle Property

LOTS 4, 5, AND 7 IN LOYOLA RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 2, 3, 4, 5, "A" AND PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 18 IN CANAL TRUSTEE'S SUBDIVISION (ANTE-FIRE), TOGETHER WITH LOTS 1, 2, 3, 4, 9 AND PARTS OF THE PRIVATE ALLEYS IN ANDREW LARSON'S SUBDIVISION OF LOT 1 IN THE SUBDIVISION OF BLOCK 18 AFORESAID (ANTE-FIRE) AND LOTS 1, 2, 3 AND 4 IN THE SUBDIVISION OF LOT 7 OF BLOCK 18 IN THE CANAL TRUSTEE'S SUBDIVISION AFORESAID (ANTE-FIRE) OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SUCH PLAT HAVING BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 24, 2013 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY ON AUGUST 6, 2013 AS DOCUMENT NO. 1321816010.

Commonly known as 845 N. State Street, Chicago, Illinois

Permanent Index Numbers: 17-03-223-03-032-0000  
17-03-225-03-033-0000  
17-03-223-03-035-0000

Cook County Clerk's Office

# UNOFFICIAL COPY

## Exhibit E

### Legal Description of Newcastle Lot 5 Property

LOT 5 IN LOYOLA RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 2, 3, 4, 5, "A" AND PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 18 IN CANAL TRUSTEE'S SUBDIVISION (ANTE-FIRE), TOGETHER WITH LOTS 1, 2, 3, 4, 9 AND PARTS OF THE PRIVATE ALLEYS IN ANDREW LARSON'S SUBDIVISION OF LOT 1 IN THE SUBDIVISION OF BLOCK 18 AFORESAID (ANTE-FIRE) AND LOTS 1, 2, 3 AND 4 IN THE SUBDIVISION OF LOT 7 OF BLOCK 18 IN THE CANAL TRUSTEE'S SUBDIVISION AFORESAID (ANTE-FIRE) OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SUCH PLAT HAVING BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 24, 2013 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY ON AUGUST 6, 2013 AS DOCUMENT NO. 1321816010.

Commonly known as 845 N. State Street, Chicago, Illinois

Permanent Index Numbers: 17-03-223-03-033-0000

Cook County Clerk's Office



# UNOFFICIAL COPY

**Exhibit F**

Drawings Depicting Metal Screening Work

[See Attachment]

Property of Cook County Clerk's Office

A large, dark, scribbled-out signature or stamp is located in the lower right quadrant of the page, overlapping the diagonal watermark text.

