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Doc#: 0817818038 Fee: \$58.00
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Cook County Recorder of Deeds
Date: 06/26/2008 12:00 PM Pg: 1 of 12

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After Recording Return To:

THE HANOVER CO.
5847 SAN FELIPE,
Suite 3600
Houston, TEXAS

77057

(The Above Space for Recorder's Use Only)

FIRST AMENDMENT TO RECIPROCAL SUPPORT LICENSE AND EASEMENT AGREEMENT

This **FIRST AMENDMENT TO RECIPROCAL SUPPORT LICENSE AND EASEMENT AGREEMENT** (this "**Amendment**") is entered into as of June 13, 2008, by and between **TFC PARK STREET LLC**, a Delaware limited liability company ("**Fordham**"), and **465 N. PARK DRIVE, LLC**, a Delaware limited liability company (formerly known as 319 E. Illinois Street, LLC) ("**Hanover**") (each, Fordham and Hanover may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**").

RECITALS

- A. Hanover and Fordham entered into that certain Reciprocal Support License and Easement Agreement dated July 3, 2007, filed and recorded as Document No. 079733071 (the "**Agreement**"), reference to which is hereby made for all purposes.
- B. Fordham and Hanover mutually agree to revise and amend the Agreement in certain respects.
- C. Capitalized terms used herein shall have the same meaning ascribed to such terms as in the Agreement, unless otherwise defined.

NOW, THEREFORE, for and in consideration of the above recitals, the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fordham and Hanover hereby agree as follows:

- 1. Section 1(a) of the Agreement is hereby amended so that subsection (ii) is deleted in its entirety, and replaced with the following:

"(ii) thirty months following when Hanover is deemed to have commenced construction as defined herein or September 1, 2008, whichever is earlier;"

8371188-02-TWS (1 of 1)

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2. Section 2(b) of the Agreement is hereby amended in following respects:
 - (i) Hanover hereby releases and relinquishes unto Fordham the Hanover Temporary Construction License Area described on Exhibit D to the Agreement. From and after the date of this Amendment, the reference to the twenty-five (25) foot wide Hanover Temporary Construction License Area described on Exhibit D to the Agreement is hereby deleted and replaced with Exhibit D attached to this Amendment and all references in the Agreement to the Hanover Temporary Construction License Area shall be as shown on Exhibit D to this Amendment.
 - (ii) Notwithstanding anything in Section 2(b) of the Agreement to the contrary, Hanover shall have the right to use the Hanover Temporary Construction License Area for the following additional uses and purposes during the Hanover Term (1) construction staging, storage and operation of equipment and materials, vehicular parking, placement of job trailers, installation, dismantling, operation and use of scaffolding, lifts, cranes and toilets and connection to necessary utilities to service the job trailers; (2) installing fencing (with jersey barriers in certain locations) and/or other screening materials around the perimeter of the Hanover Temporary Construction License Area, and Hanover shall keep the same free from graffiti and advertising signs; provided, however, Hanover shall have the right to place construction and project related signage; (3) placement and storage of Baker Boxes or other similar receptacles; (4) placing of stone base in areas of the Hanover Temporary Construction License Area; (5) excavating and installing, at Hanover's sole cost and expense, a temporary slope in conjunction with the construction and removal of any below grade or above grade improvements, or removal of below grade obstructions, and installing bracing required to stabilize the portion of the Hanover Improvements abutting the northern boundary line of the Fordham Property; and (6) such other uses and purposes as may be reasonably necessary in connection with the construction of the Hanover Improvements. Notwithstanding the foregoing, Fordham shall have the right to revoke and terminate the rights granted Hanover pursuant to this Sections 2(a) and 2(b) prior to expiration of the Hanover Term upon thirty (30) days' advance written notice by Fordham to Hanover, accompanied with a copy of either a permit for excavation of a building or an underground garage, foundation permit or building permit for vertical or caison construction of the Fordham Improvements on the Fordham Property. During the Hanover Term, Hanover agrees to reasonably cooperate with Fordham in connection with environmental testing Fordham may want to conduct within the Hanover Temporary Construction License Area but no such cooperation shall require Hanover to move or remove any job trailer from the portion of the Fordham Property located within the Hanover Temporary Construction License Area prior to Fordham's termination of Hanover's rights granted herein.
3. Section 2(c) is modified to replace Exhibit E to the Agreement for Exhibit E attached to this Amendment. From and after the date of this Amendment, the reference to the Hanover Temporary Airspace Easement Area described on Exhibit E to the Agreement is hereby deleted and replaced with Exhibit E attached to this Amendment and all references in the Agreement to the Hanover Temporary Airspace Easement Area shall be as shown on Exhibit E to this Amendment.
4. Subsection (i) of the first paragraph of Section 2(c) of the Agreement is modified to read as follows:

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“(i) except Hanover’s right to pick up loads within the Hanover Temporary Construction License Area, in no event shall Hanover, or any Hanover Parties, be allowed, at any time, to swing any load over any portion of the Fordham Improvements located on the Fordham Property;”

5. The following new paragraphs are hereby added to the end of Section 2(c) of the Agreement to read as follows:

“When Fordham informs Hanover that Fordham is prepared to commence construction of the Fordham Improvements and install the Fordham Crane, Hanover agrees to cooperate with Fordham in all reasonable respects and to agree upon a logistics plan when Fordham is prepared to commence construction of the Fordham Improvements and install the Fordham Crane so that the Fordham Crane and the Hanover Crane will not interfere with one another while in operation. If the Hanover Crane in any way interferes with the Fordham Crane or Fordham’s tower development, Fordham will give Hanover not less than thirty (30) days’ prior written notice and Hanover will adjust the Hanover Crane within such 30-day period as necessary to eliminate such interference; provided, however, no such cooperation shall require Hanover to dismantle or remove the Hanover Crane, nor shall the booms and towers of both cranes conflict and at all times the Hanover Crane and the Fordham Crane shall have free swing of the boom. Furthermore, if the parties reasonably determine that the location of the Fordham Crane will conflict with the swing of the boom/jib of the Hanover Crane, upon thirty (30) days’ prior written notice from Fordham to Hanover, Hanover will cause the boom/jib of the Hanover Crane to be elevated to eliminate the conflict. Hanover and Fordham further agree to cooperate on the implementation of a crane safety program for the operation of both the Hanover Crane and the Fordham Crane should both cranes be operating simultaneously and their respective boom/jib swings cross radii, which safety program may include, without limitation, exchange of communication devices so that the operators of both the Hanover Crane and the Fordham Crane can remain in communication with one another during operation of both cranes.

Upon termination of the Hanover Temporary Airspace Easement as herein expressly provided, Hanover shall have the right to dismantle the Hanover Crane in the Hanover Temporary Construction License Area provided that such dismantling operations do not unreasonably interfere with Fordham’s construction operations on the Fordham Property, as determined in Fordham’s reasonable discretion.”

6. The notice party for “Hanover” in Section 17 of the Agreement is hereby changed from 319 E. Illinois Street, LLC to “465 N. Park Drive, LLC”.
7. During the Hanover Term (unless sooner terminated as hereinafter provided), Fordham shall have the right to install temporary ground mounted parking signage (the “**Parking Signs**”), at Fordham’s sole cost and expense, generally in the two (2) locations identified on Exhibit D attached hereto as “Fordham Company Parking Signage” solely for the purpose of identifying the parking operations on the Fordham Property. No Parking Signs will be erected by Fordham until Hanover has approved the Parking Signs, including, without limitation, the size, materials, and location of both Parking Signs, which approval shall not be unreasonably or delayed. Fordham shall be obligated to obtain all permits and approvals and comply with all applicable governmental requirements with respect to the Parking Signs. Upon ten (10) days advance written notice from Hanover to Fordham, Fordham shall cause the Parking Signs to be removed, at Fordham’s sole cost and expense; provided, however, if at any time and from time to time during Hanover’s construction of the Hanover Improvements, it becomes necessary for Hanover to remove one or both Parking Signs to avoid disruption of construction activities, Hanover shall have the right to remove such Parking Signs, without notice to Fordham but Fordham shall have

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the right to re-install any such Parking Signs once the activity giving rise to the removal is completed. If Fordham fails to remove the Parking Signs after such 10-day period, Hanover shall have the right to remove the Parking Signs and deliver them to Fordham. Notwithstanding anything herein to the contrary, Hanover shall not be responsible for any damage, repair or replacement of the Parking Signs and Fordham shall at all times keep the Parking Signs void of graffiti or other statements, words or pictures of an obscene, indecent or immoral nature which offend public morals or decency.

8. The Agreement, together with this Amendment, is the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the Parties hereto with respect thereto. This Amendment may not be altered, amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing and signed by the party to be charged.
9. This Amendment may be executed in counterparts, all of which shall constitute the same agreement, notwithstanding that the Parties to this Amendment may not be signatories to the same or original counterpart. Delivery of an executed counterpart of this Amendment by facsimile shall be equally as effective as delivery of an original executed counterpart. Any Party delivering an executed counterpart of this Amendment by facsimile shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Amendment.
10. From and after the date hereof, any references to the "Agreement" contained in the Agreement shall be deemed to refer to the Agreement as amended by this Amendment. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.
11. Except as expressly modified by this Amendment, the Agreement shall remain unchanged, and in full force and effect. In the event of any difference, conflict or discrepancy between the terms or provisions of the Agreement and the terms or provisions of this Amendment, the terms of this Amendment shall govern and control.

[Signatures appear on the following page]

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IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

FORDHAM:

TFC PARK STREET LLC,
a Delaware limited liability company

By:

Christopher T. Carley
Name: CHRISTOPHER T. CARLEY
Title: MAN. PTE

HANOVER:

465 N. PARK DRIVE, LLC,
a Delaware limited liability company

By:

Kathy K. Binford
Name: KATHY K. BINFORD
Title: VICE PRESIDENT

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FORDHAM ACKNOWLEDGMENT

STATE OF)
) ss.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Christopher T. Carley, personally known to me to be the Manager of ITFC Park Street LLC, an Illinois limited liability company 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 said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of said company.

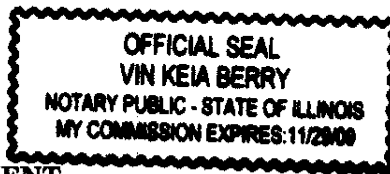
Given under my hand and official seal this 13th day of June, 2008.

(SEAL)

My Commission Expires

11/29/09

Vinikia Berry
Notary Public in and for said State



HANOVER ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of 465 N. Park Drive, LLC, a Delaware limited liability company, 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 Vice President, he/she signed and delivered said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of said company.

Given under my hand and official seal this ___ day of _____, 2008.

(SEAL)

My Commission Expires

Notary Public in and for said State

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FORDHAM ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of [_____], an Illinois limited liability company 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 said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of said company.

Given under my hand and official seal this ____ day of _____, 2008.

(SEAL)

My Commission Expires _____ Notary Public in and for said State

HANOVER ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

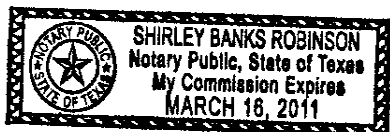
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Kathy K. Binford, personally known to me to be the Vice President of 465 N. Park Drive, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he/she signed and delivered said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of said company.

Given under my hand and official seal this 13 day of June, 2008.

(SEAL)

My Commission Expires _____
3-16-2011

Shirley Banks Robinson
Notary Public in and for said State



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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

THAT PART OF LOTS 1 AND 2 IN BLOCK 8 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON FEBRUARY 24, 1987 AS DOCUMENT 87106320, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF BLOCK 8 (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH NEW STREET) WHICH IS 175.00 FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTH LINE OF SAID BLOCK 8 AND RUNNING THENCE SOUTHWARDLY ALONG SAID EAST LINE OF BLOCK 8, A DISTANCE OF 115.00 FEET; THENCE WESTWARDLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF BLOCK 8, A DISTANCE OF 215.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOTS 1 AND 2; THENCE NORTHWARDLY ALONG SAID WEST LINE OF LOTS 1 AND 2, A DISTANCE OF 115.00 FEET, THENCE EASTWARDLY ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 8, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF LOT 2 IN BLOCK 8 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON FEBRUARY 24, 1987 AS DOCUMENT 87106320, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT AT THE EAST LINE OF BLOCK 8 (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH NEW STREET) WHICH IS 290.00 FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTH LINE OF SAID BLOCK 8 AND RUNNING THENCE SOUTHWARDLY ALONG SAID EAST LINE OF BLOCK 8, A DISTANCE OF 38.25 FEET; THENCE WESTWARDLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF BLOCK 8, A DISTANCE OF 215.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 2; THENCE NORTHWARDLY ALONG SAID WEST LINE OF LOT 2, A DISTANCE OF 38.25 FEET; THENCE EASTWARDLY ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 8, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PART OF LOT 1 IN BLOCK 8 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON FEBRUARY 24, 1987 AS DOCUMENT 87106320, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING

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AT A POINT ON THE EAST LINE OF BLOCK 8 (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH NEW STREET) WHICH IS 160.00 FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTH LINE OF SAID BLOCK 8 AND RUNNING THENCE SOUTHWARDLY ALONG SAID EAST LINE OF BLOCK 8, A DISTANCE OF 15 FEET; THENCE WESTWARDLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF BLOCK 8, A DISTANCE OF 215.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 1; THENCE NORTHWARDLY ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 15 FEET; THENCE EASTWARDLY ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 8, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

LOT 2 IN BLOCK 3 (EXCEPT THE NORTH 91.75 FEET THEREOF) IN CITYFRONT CENTER, BEING A RESUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106320 COOK COUNTY, ILLINOIS.

P.I.N.

17-10-219017, 17-10-219-019

17-10-219018, 17-10-219-020

17-10-219-021

ADDRESS - 319 E Ill St
Chicago, IL

Property of Cook County Clerk's Office

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EXHIBIT B

HANOVER PROPERTY

THE NORTH 160.00 FEET OF LOT 1 IN BLOCK 8 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON FEBRUARY 24, 1987 AS DOCUMENT 87106320.

P.I.N.

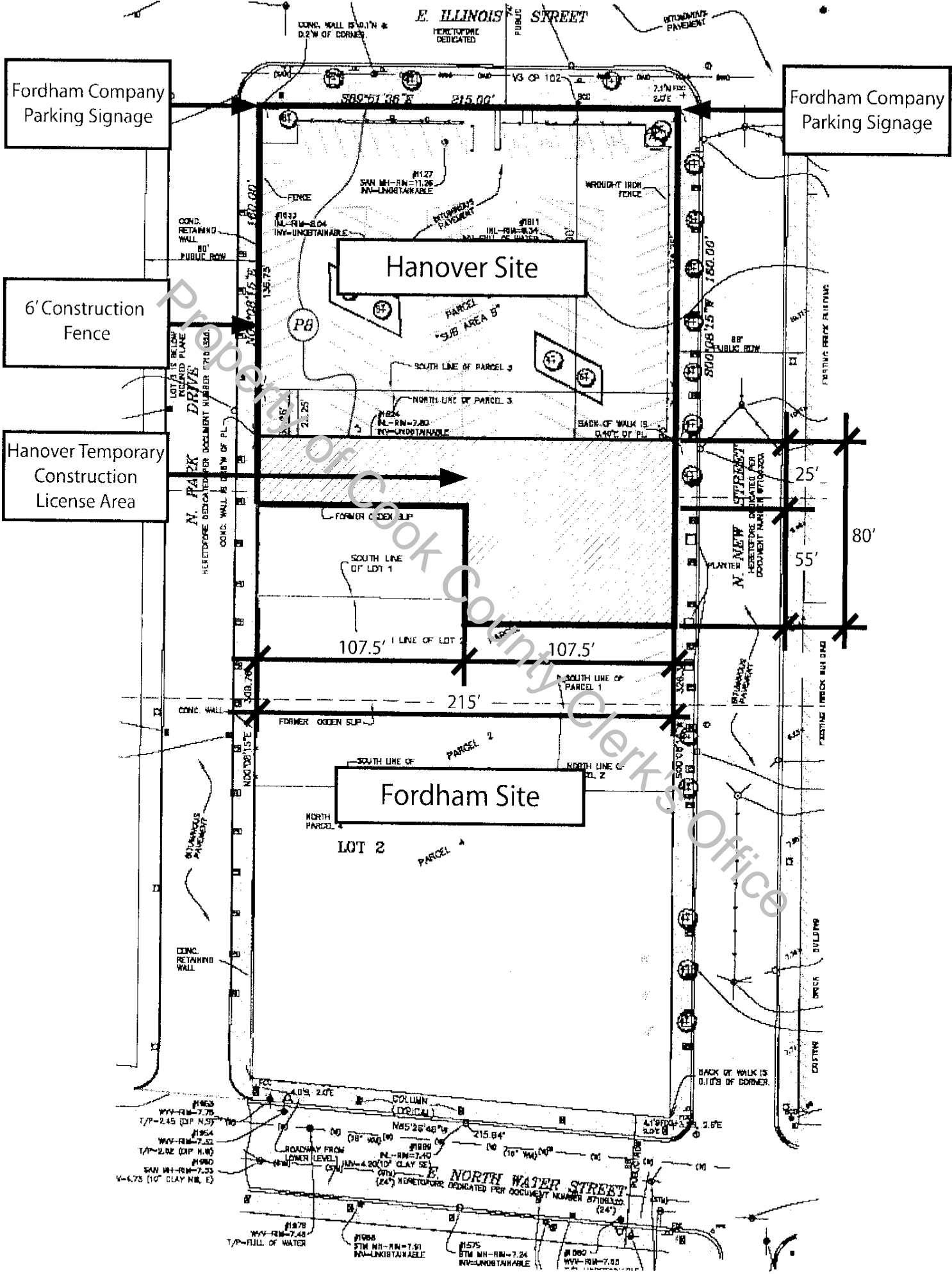
17-10-219-017

17-10-219-018

Property of Cook County Clerk's Office

Hanover Construction Logistics Plan - (Exhibit D)

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NOTES:

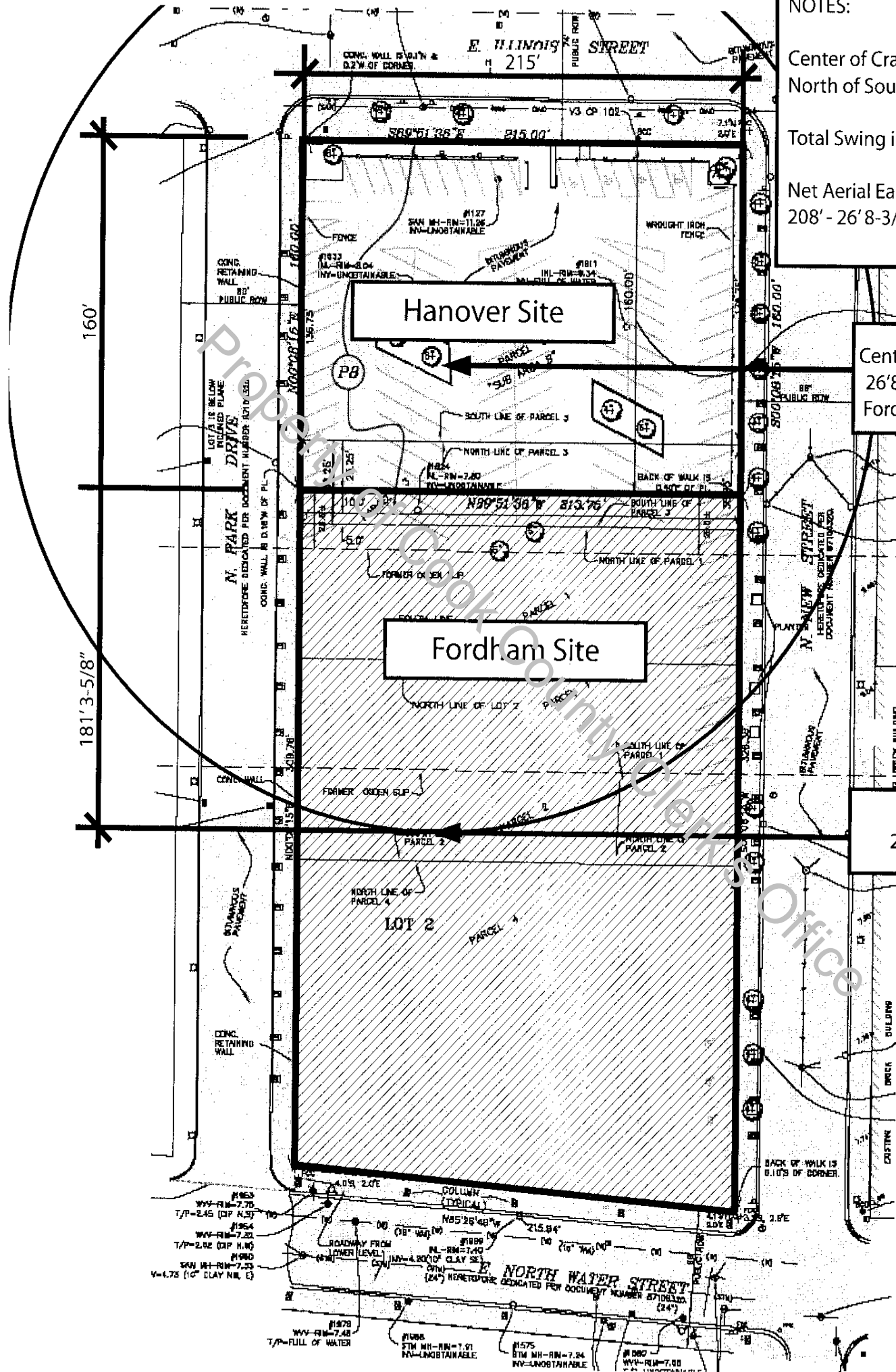
Center of Crane is 26' 8-3/8" North of South Property Line

Total Swing is 208'

Net Aerial Easement is $208' - 26' 8\text{-}3/8" = 181' 3\text{-}5/8"$

Centerline of Crane 26' 8-3/8" North of Fordham Property

Jib Swing 208' Radius



160'
181' 3-5/8"

Hanover Site

Fordham Site

N. PARK DRIVES
HEREAFTER DEDICATED FOR DOCUMENT NUMBER 8710380

NORTH WATER STREET
HEREAFTER DEDICATED FOR DOCUMENT NUMBER 8710380 (24')