

# UNOFFICIAL COPY

Doc#: 1705515022 Fee: \$74.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/24/2017 09:31 AM Pg: 1 of 14

This instrument was prepared by  
and after recording return to:

Mayer Brown LLP  
71 S. Wacker Drive  
Chicago, IL 60606  
Attn: Jade Newburn

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(Space above this line for recording data)

## FIRST AMENDMENT TO TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Amendment") is made and entered into as of the \_\_\_ day of February, 2017 (the "Effective Date"), by and between **ORCHARD FULLERTON SH TH LLC**, a Delaware limited liability company (together with its successors and assigns, "Parcel 1 Owner") and **710 WEST FULLERTON AVENUE, LLC**, a Delaware limited liability company (together with its successors and assigns, "Parcel 2 Owner"). Each of Parcel 1 Owner and Parcel 2 Owner and any subsequent owner of all or part of the Parcels as herein provided are sometimes referred to herein individually as an "Owner" and collectively as the "Owners". Terms used herein but not defined shall have the meanings ascribed in the Temporary Easement Agreement (as defined below).

### WITNESSETH:

WHEREAS, Parcel 1 Owner is the fee simple owner of that certain real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Parcel 1");

WHEREAS, Parcel 2 Owner is the fee simple owner of that certain real property more particularly described on Exhibit B attached hereto and incorporated herein by this reference ("Parcel 2"); (each of Parcel 1 and Parcel 2 are sometimes referred to herein as a "Parcel" and collectively, Parcel 1 and Parcel 2 are sometimes referred to herein as the "Parcels");

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WHEREAS, Parcel 1 Owner and Parcel 2 Owner entered into that certain Temporary Construction Agreement dated as of June 10, 2017, recorded as Document No. 1616844054 (the "Temporary Easement Agreement");

WHEREAS, Parcel 1 Owner and Parcel 2 Owner agree to expand the Temporary Construction Easement Area to facilitate certain additional work required in connection with the development of the Senior Housing Project;

NOW, THEREFORE, Parcel 1 Owner and Parcel 2 Owner, in consideration of the foregoing, and for good and valuable consideration, agree as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated herein in their entirety.
2. Temporary Construction Easement Area. Exhibit C to the Temporary Easement Agreement is hereby deleted in its entirety and replaced with Exhibit C attached hereto.
3. Section 2.1.2. Section 2.1.2 is hereby deleted in its entirety and replaced with the following:

"Underpinning Work.

(a) In order to comply with municipal requirements in connection with the development of the Senior Housing Project, Parcel 2 Owner will need to install certain underpinning structures on Parcel 1 as more particularly described on Exhibit D hereto (the "Underpinning Work"). The Temporary Construction Easement granted herein shall include a temporary, non-exclusive easement on, in, over, under, across and through the Temporary Construction Easement Area (including the right to affix portions of the underpinning structures to the foundation of the Parcel 1 Improvements as set forth in the Final Underpinning Plans (hereafter defined)), together with rights of ingress and egress thereto by the Parcel 2 Parties, to perform the Underpinning Work subject to, and in accordance with, this Section 2.1.2 and the other applicable terms of this Agreement.

(b) Parcel 2 Owner's initial plans for the Underpinning Work are attached hereto as Exhibit D (the "Approved Initial Plans"). Parcel 2 Owner has submitted the Approved Initial Plans for the review and approval of the applicable governmental authorities. If Parcel 2 Owner makes any changes to such Approved Initial Plans in response to such review, or otherwise at the discretion of Parcel 2 Owner, Parcel 2 Owner shall submit the updated plans for the Underpinning Work to Parcel 1 Owner. Any such changes to the Approved Initial Plans shall be subject to the review and approval of Parcel 1 Owner in accordance with Section 2.2.1 hereof; provided that any changes to the Approved Initial Plans required by applicable governmental authorities shall be deemed approved, unless such changes would alter the scope of the Temporary Construction Easement or the location of the Temporary Construction Easement Area. With respect to any changes to such plans requiring the approval of Parcel 1 Owner hereunder, the

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outside completion date set forth in clause (c) below shall be extended by one business day for each business day in excess of five (5) business days required for Parcel 1 Owner's review and response. The Approved Initial Plans, together with any modifications thereto approved in accordance with the foregoing are referred to herein as the "Final Underpinning Plans".

(c) No later than thirty (30) days prior to commencing the Underpinning Work, Parcel 2 Owner and Parcel 1 Owner shall conduct a preconstruction meeting to discuss and coordinate the Underpinning Work. Parcel 2 Owner shall provide Parcel 1 Owner with at least ten (10) days' notice prior to commencing the Underpinning Work, and shall provide Parcel 1 Owner a copy of the building permit issued to Parcel 2 Owner prior to commencing the Underpinning Work. Parcel 2 Owner shall perform the Underpinning Work substantially in accordance with the Final Underpinning Plans and shall use commercially reasonable efforts to complete the Underpinning Work within thirty (30) days following commencement thereof, but no later than May 15, 2017 (subject to extension for Force Majeure delays for which notice has been provided to Parcel 1 Owner as set forth in Section 6.10 below). Following the completion of the Underpinning Work, Parcel 1 Owner will not take any action which would reasonably be expected to materially or adversely affect the Underpinning Work prior to the completion of construction of the Senior Housing Project."

4. **Section 2.2.5.** Section 2.2.5 is hereby amended by adding the following clause at the end of the first sentence of Section 2.2.5:

“, including as a result of the Underpinning Work or any changes to the Approved Initial Plans.”

5. **Modification.** Except to the extent modified hereby, the Temporary Easement Agreement shall remain unmodified and in full force and effect and all terms, conditions and provisions are hereby reaffirmed, ratified and confirmed in their entirety.

6. **Successors or Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Definitions.** Capitalized terms used herein and undefined shall have the meanings ascribed in the Temporary Easement Agreement.

8. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

9. **Costs.** Parcel 2 Owner shall pay all actual out-of-pocket costs incurred by Parcel 1 Owner for the drafting of this Amendment (including actual legal fees of Parcel 1 Owner's legal counsel) and shall pay all recording fees required in connection herewith.

10. **Counterparts.** This Amendment may be executed in counterpart by the parties hereto and all such counterparts shall be deemed to be one original. To facilitate execution of

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this Amendment, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages and such signatures shall be deemed original signatures.

*[Signature page(s) follow]*

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Amendment on the date first written above.

Parcel 1 Owner:  
**ORCHARD FULLERTON SH TH LLC,**  
a Delaware limited liability company

By: Lincoln Fullerton Venture LLC,  
its sole member

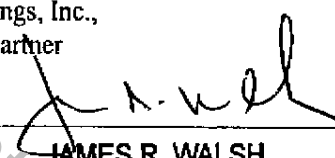

By: Lincoln Fullerton Owner LLC,  
its managing member

By: Hines Lincoln Fullerton Associates Limited  
Partnership, its managing member

By: Hines Lincoln Fullerton GP LLC,  
its general partner

By: Hines Interests Limited Partnership,  
its sole member

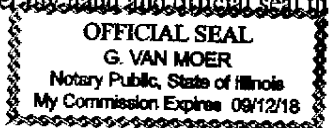
By: Hines Holdings, Inc.,  
its general partner

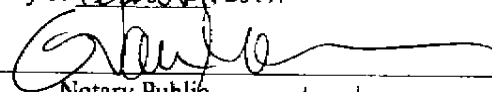
By:   
Name: JAMES R. WALSH   
Title: SENIOR MANAGING DIRECTOR

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES R. WALSH, personally known to me to be the SENIOR MANAGING DIRECTOR of Hines Holdings, Inc., a Texas corporation, the general partner of Hines Interests Limited Partnership, a Texas limited partnership, the sole member of Hines Lincoln Fullerton GP LLC, a Delaware limited liability company, the general partner of Hines Lincoln Fullerton Associates Limited Partnership, the managing member of Lincoln Fullerton Owner LLC, a Delaware limited liability company, the managing member of Lincoln Fullerton Venture LLC, a Delaware limited liability company, the sole member of Orchard Fullerton SH TH 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 SENIOR MANAGING DIRECTOR, he signed and delivered the said instrument, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 15<sup>th</sup> day of FEBRUARY, 2017.




  
Notary Public  
Commission Expires: 9/12/18

[Signature page to First Amendment to Temporary Construction Easement Agreement]

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Parcel 2 Owner:

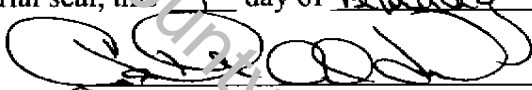
**710 WEST FULLERTON AVENUE, LLC,**  
a Delaware limited liability company

By:   
Name: PAUL D CHAPMAN  
Title: EVP

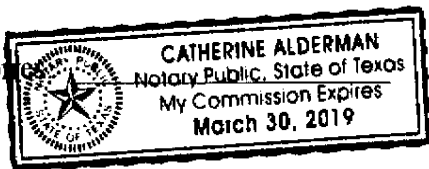
STATE OF Texas )  
 ) SS  
COUNTY OF Harris )

I, Catherine Alderman, a Notary Public, do hereby certify that Paul D Chapman, personally known to me to be the Exec V.P. of 710 West Fullerton Avenue, 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 (s)he signed and delivered the said instrument as Exec V.P. of said limited partnership, pursuant to authority, as a free and voluntary act, and as the free and voluntary act and deed of said company and for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9 day of February, 2017.

  
Catherine Alderman Notary Public

My Commission Expires



[Signature page to First Amendment to Temporary Construction Easement Agreement]

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## EXHIBIT A

### Parcel 1 Legal Description

LOT 104 AND THE NORTH 12.52 FEET OF THE EAST 68.94 FEET OF LOT 103 IN JOHN T. DAVIS' SUBDIVISION OF SOUTH 836 FEET OF OUTLOT 'F' IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### ALSO KNOWN AS:

THAT PART OF LOTS 103 AND 104 DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF LOT 104; THENCE SOUTH 00° 18' 45" EAST 37.52 FEET TO THE SOUTH LINE OF THE NORTH 12.52 FEET OF LOT 103; THENCE NORTH 89° 58' 57" WEST 68.94 FEET; THENCE NORTH 00° 18' 45" WEST 12.52 FEET TO THE SOUTH LINE OF LOT 104; THENCE NORTH 89° 58' 57" WEST 56.95 FEET TO THE SOUTHWEST CORNER OF LOT 104; THENCE NORTH 00° 15' 56" WEST 25.00 FEET TO THE NORTHWEST CORNER OF LOT 104; THENCE SOUTH 89° 58' 57" EAST 125.87 FEET TO THE POINT OF BEGINNING, IN JOHN T. DAVIS' SUBDIVISION OF THE SOUTH 836 FEET OF OUTLOT "F" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

#### ADDRESS OF REAL ESTATE:

2422 North Orchard Street, Chicago, Illinois

#### PERMANENT TAX IDENTIFICATION NUMBER:

14-28-312-069-0000

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## EXHIBIT B

### Parcel 2 Legal Description

LOTS 97 THROUGH 102, BOTH INCLUSIVE, AND LOT 103 EXCEPT THE NORTH 12.52 FEET OF THE EAST 68.94 FEET THEREOF, TOGETHER WITH THE VACATED ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 97 THROUGH 101 AND SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 102 AND LYING EAST OF THE WEST LINE OF SAID LOT 102 PRODUCED SOUTH, ALL IN JOHN T. DAVIS' SUBDIVISION OF THE SOUTH 836 FEET OF OUTLOT "F" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

THAT PART OF LOTS 97 THROUGH 103, BOTH INCLUSIVE, TOGETHER WITH THE VACATED ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 97 THROUGH 101 AND SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 102 AND LYING EAST OF THE WEST LINE OF SAID LOT 102 PRODUCED SOUTH DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 97; THENCE NORTH  $00^{\circ} 19' 41''$  WEST 140.04 FEET ALONG THE WEST LINE THEREOF TO THE NORTHWEST CORNER OF SAID LOT 97; THENCE SOUTH  $89^{\circ} 59' 33''$  EAST 16.76 FEET ALONG THE NORTH LINE OF SAID LOT 97 TO ITS INTERSECTION WITH THE WEST LINE OF THE AFORESAID VACATED ALLEY; THENCE NORTH  $00^{\circ} 15' 56''$  WEST 71.00 FEET ALONG SAID WEST LINE AND THE WEST LINE OF LOTS 102 AND 103 AFORESAID TO THE NORTHWEST CORNER OF SAID LOT 103; THENCE SOUTH  $89^{\circ} 58' 57''$  EAST 56.95 FEET ALONG THE NORTH LINE OF SAID LOT 103 TO THE WEST LINE OF THE EAST 68.94 FEET OF LOT 103; THENCE SOUTH  $00^{\circ} 18' 45''$  EAST 12.52 FEET; THENCE SOUTH  $89^{\circ} 58' 57''$  EAST 68.94 FEET TO THE EAST LINE OF LOT 103; THENCE SOUTH  $00^{\circ} 18' 45''$  EAST 198.48 FEET ALONG THE EAST LINE OF LOTS 101, 102, AND 103 AFORESAID TO THE SOUTHEAST CORNER OF SAID LOT 101; THENCE NORTH  $90^{\circ} 00' 00''$  WEST 142.67 FEET ALONG THE SOUTH LINE OF LOTS 97 THROUGH 101 AFORESAID TO THE POINT OF BEGINNING, ALL IN JOHN T. DAVIS' SUBDIVISION OF THE SOUTH 836 FEET OF OUTLOT "F" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 700 W. Fullerton Parkway, Chicago, Illinois

Tax Parcel ID: 14-28-312-079-0000



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## EXHIBIT C

Depiction of Temporary Construction Easement Area

Property of Cook County Clerk's Office

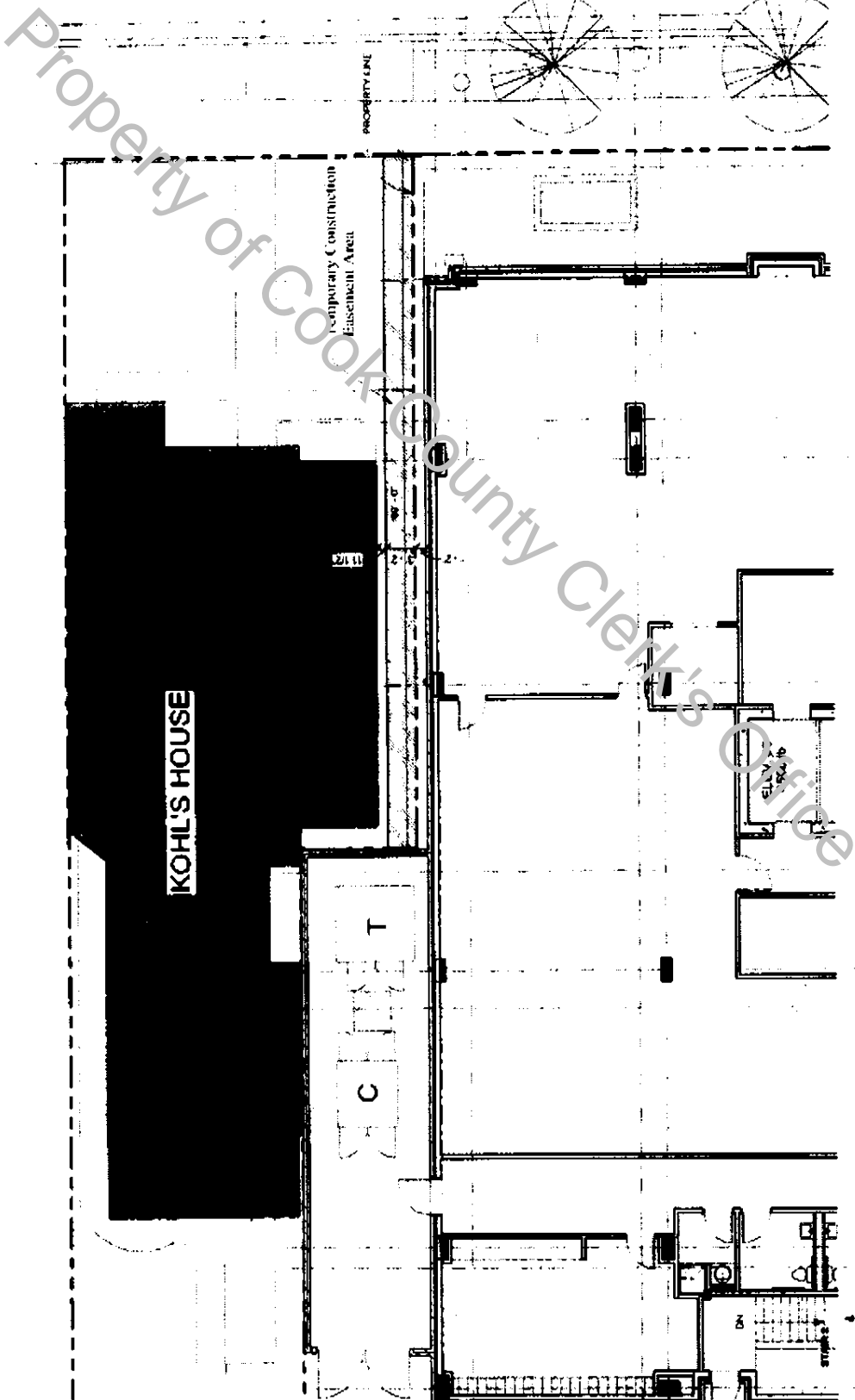
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ICM APPROVAL STAMPS

No.	Date	Description
Submissions & Revisions		
Owner		
Belmont Village Senior Living		
4654 Lakeview Avenue, Suite 210		
Houston, TX 77024		
713.453.1700		
FAX: 713.697.1601		

Temporary Construction Easement Area for Section 2.1.1 Work

NORTH ORCHARD STREET

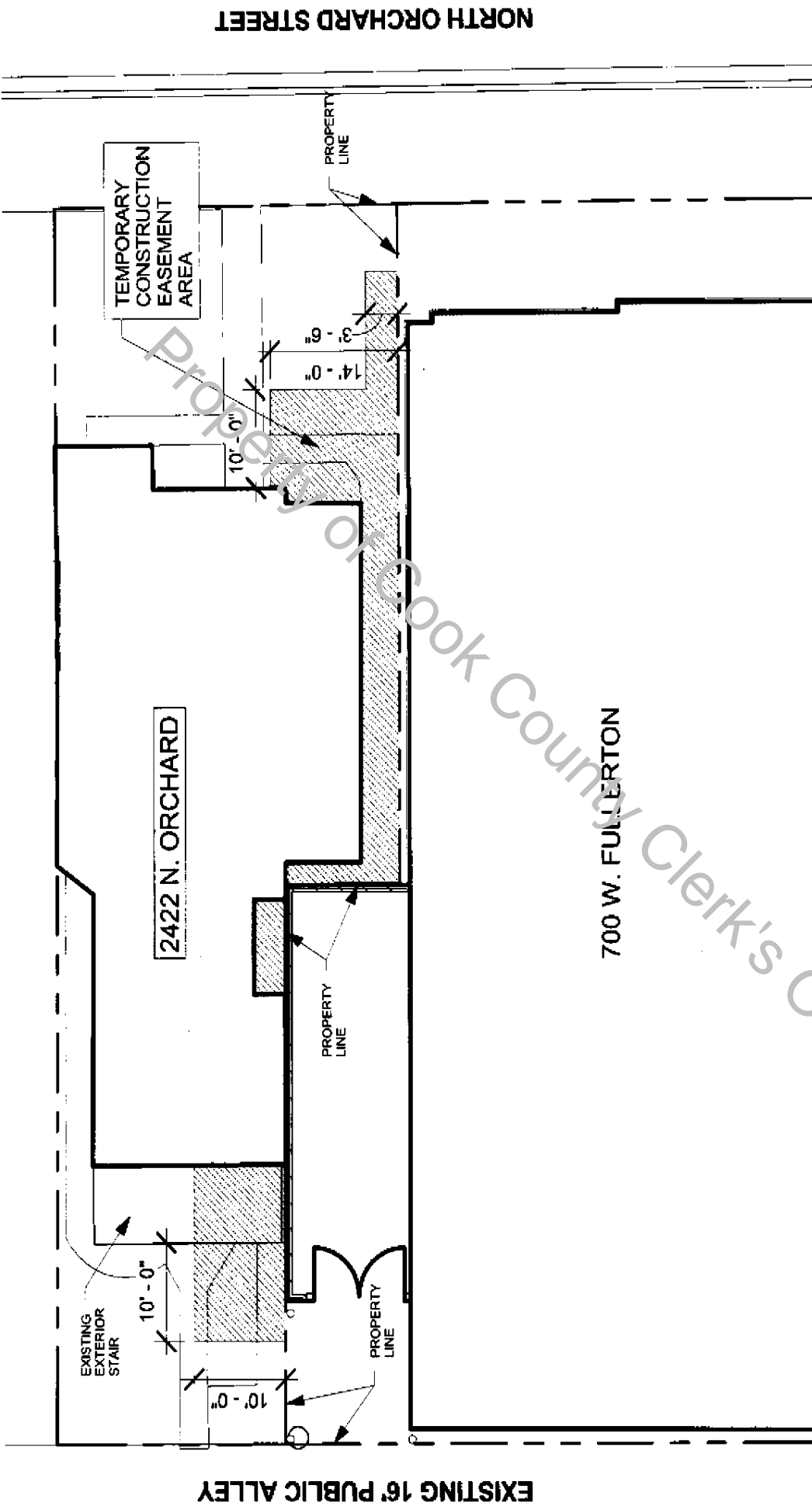


GROUND FLOOR - EARTH RETENTION OUTSIDE EXISTING

Property of Cook County Clerk's Office

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Temporary Construction Easement Area for Underpinning Work Per Section 2.1.2



Property of Cook County Clerk's Office

700 W. FULLERTON

**BELMONT VILLAGE SENIOR LIVING**

700 West Fullerton, Chicago, IL 60614

Antonovich Associates

224 West Huron Street, Chicago IL 60654  
Phone: 312-266-1126 Fax: 312-266-7123

01/26/17

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## EXHIBIT D

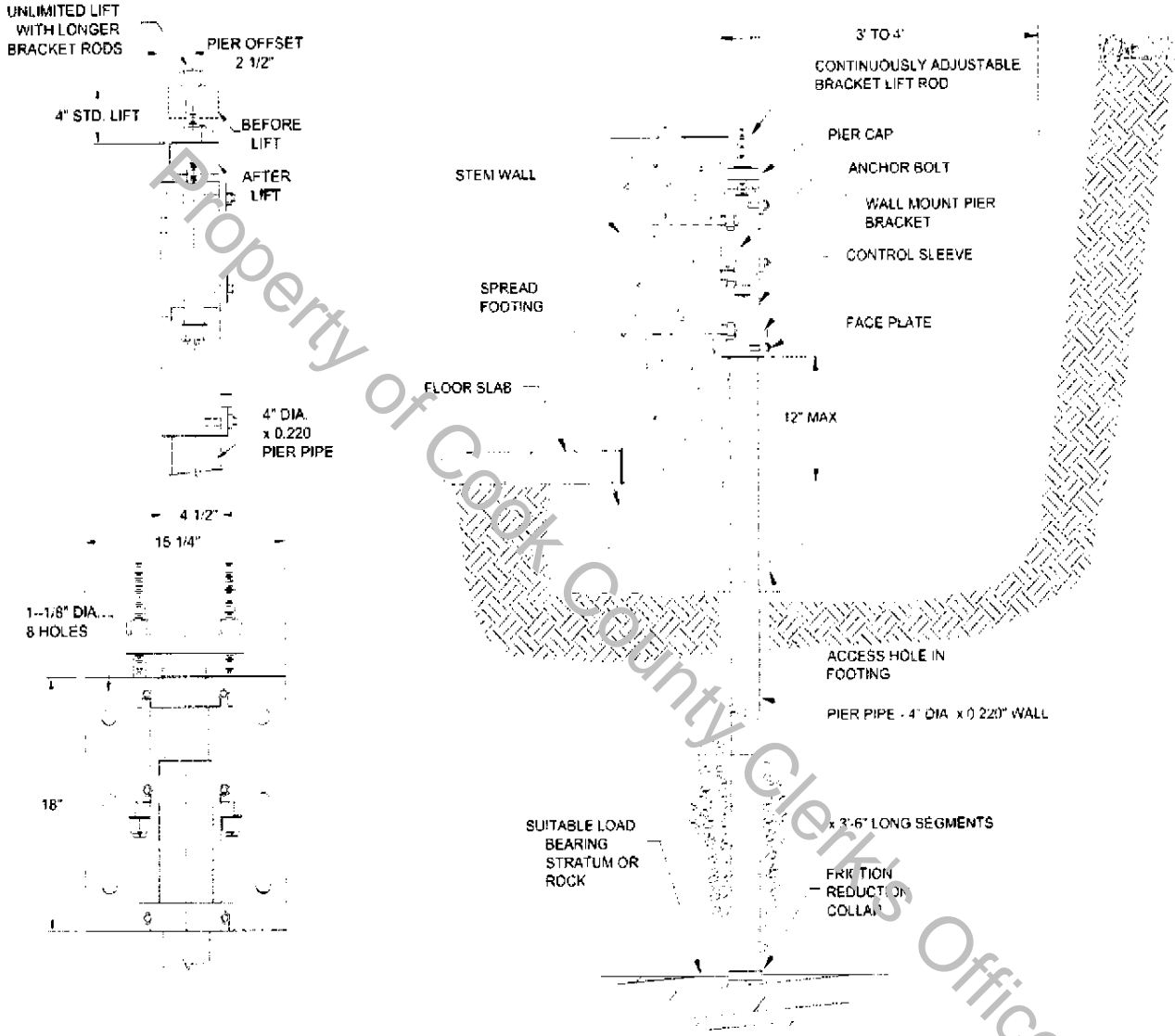
Approved Initial Plans

Property of Cook County Clerk's Office



# UNOFFICIAL COPY ECP PPB-400WM

## ECP Steel Pier™ PPB-400WM Pier System



**PPB-400WM**  
Wall Mounted Bracket Details

**PPB-400WM**  
Wall Mounted Bracket Application Drawing

- Ultimate Capacity – 107,000 lb
- Fully Adjustable Unlimited Lift Capability
- Installs From Outside or Inside Structure
- 4" Diameter High Strength, Galvanized Tubular Pier
- Installs To Rock or Verified Load Bearing Stratum
- 100% of Piers Field Load Tested During Installation
- Installed With Little or No Vibration

**EARTH CONTACT PRODUCTS**

**1-866-327-0007**

15612 S Keeler Terr.  
Olathe, Ks 66062  
Phone: 913-393-0007  
Fax: 913-393-0008  
info@getecp.com  
www.getecp.com

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Hayward Baker  
1800 West Lake Street  
P.O. Box 10772  
Chicago, Illinois 60687  
www.haywardbaker.com

THIS DRAWING HAS BEEN PREPARED BASED UPON THE INFORMATION AND REFERENCES SET FORTH HEREON. THE ENGINEER HAS NOT CONDUCTED A VISUAL SURVEY OF THE SITE OR THE WORK SHOWN HEREON. THE OWNER OR USER OF THIS DRAWING IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND REFERENCES SET FORTH HEREON. THE ENGINEER HAS NOT CONDUCTED A VISUAL SURVEY OF THE SITE OR THE WORK SHOWN HEREON. THE OWNER OR USER OF THIS DRAWING IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND REFERENCES SET FORTH HEREON.

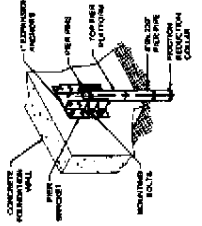
SCALE: SEE DT  
DATE: 08/15/2012  
DRAWN BY: [signature]  
CHECKED BY: [signature]

1. UNDERPINNING LAYOUT  
2. BRACKET DETAIL  
3. PUSH PIER DETAIL  
4. GENERAL NOTES

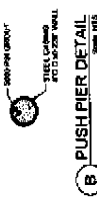
UNDERPINNING LAYOUT  
BELMONT VILLAGE  
700 W. FULLERTON  
CHICAGO, IL 60614  
PROJECT NUMBER: OP12344 10/4/2016  
DRAWN BY: [signature]  
CHECKED BY: [signature]

ERS-6

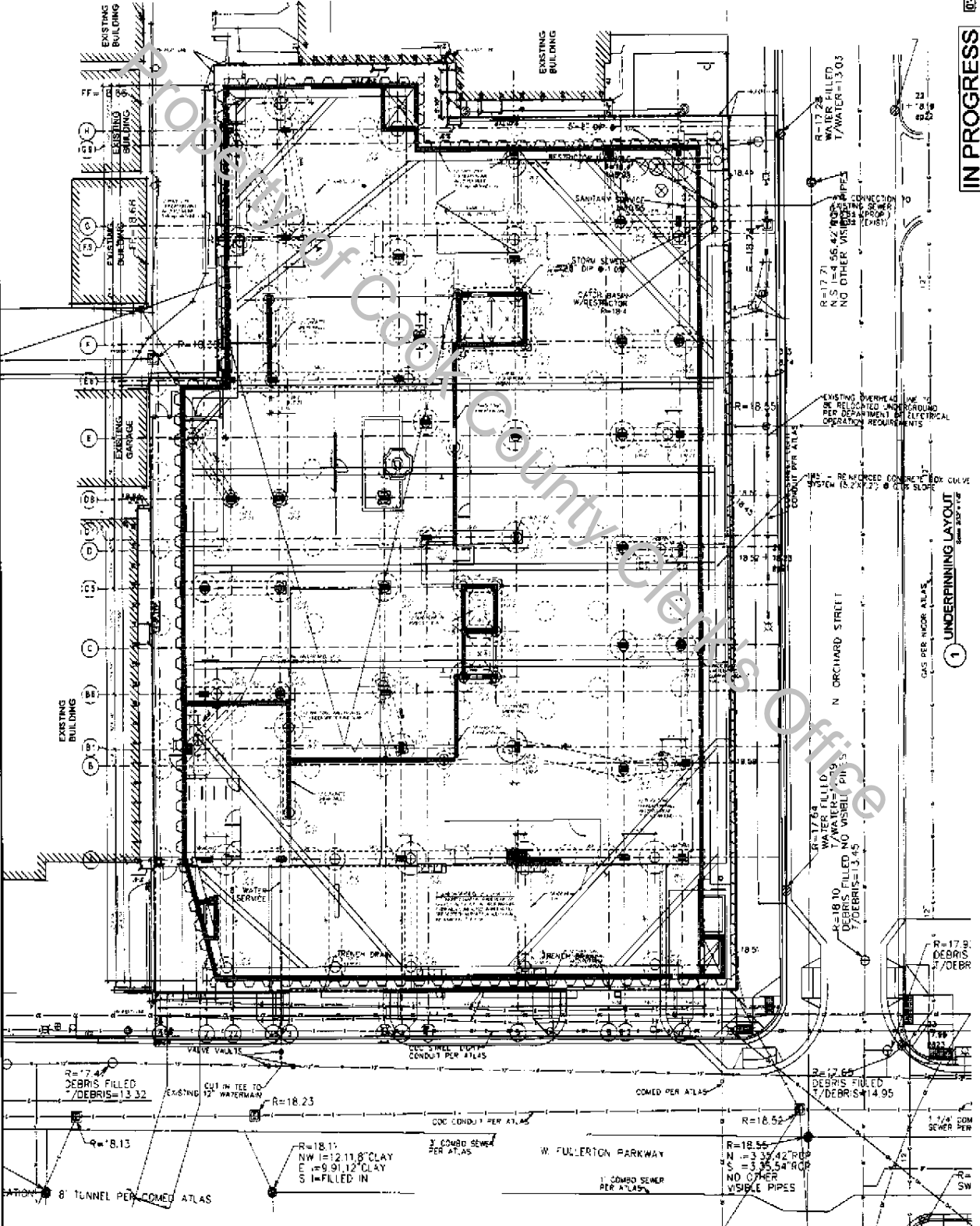
- NOTES:
- 1. ALL NEW GENERAL LAYOUTS SHALL BE SHOWN TO 1/8" SCALE UNLESS NOTED OTHERWISE.
- 2. FOUNDATION SHALL BE SHOWN TO 1/4" SCALE UNLESS NOTED OTHERWISE.
- 3. ALL FOUNDATION SHALL BE SHOWN TO 1/4" SCALE UNLESS NOTED OTHERWISE.
- 4. ALL FOUNDATION SHALL BE SHOWN TO 1/4" SCALE UNLESS NOTED OTHERWISE.
- 5. ALL FOUNDATION SHALL BE SHOWN TO 1/4" SCALE UNLESS NOTED OTHERWISE.
- 6. ALL FOUNDATION SHALL BE SHOWN TO 1/4" SCALE UNLESS NOTED OTHERWISE.



A BRACKET DETAIL



B PUSH PIER DETAIL



IN PROGRESS

1 UNDERPINNING LAYOUT