

Document Prepared by  
and returned to:

---

---

---

---

PINS:

**COMMUNITY AGREEMENT**

This **Community Agreement** (“**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2015 and is by and between Baker Lincoln, LLC, and its designees and/or assignees, an Illinois corporation (“**Owner**”), and the Wrightwood Neighbors Conservation Association, an Illinois not-for-profit association (“**Wrightwood Neighbors**”).

**I. Recitals**

Whereas, The Owner has significantly modified the Owner’s original proposal for the Property (defined herein) by: using better external materials, providing a more attractive residential entrance on Altgeld, repositioning the courtyard to face Lincoln Avenue, soundproofing the wall along the elevated tracks, reducing the height, reducing the Floor Area Ratio, increasing bicycle and car sharing spaces, and setting the building back from Lincoln Avenue; and

Whereas, The City of Chicago is encouraging Transit Oriented Developments. This project is a Transit Oriented Development located in close proximity to the Fullerton Chicago Transit Authority (“**CTA**”) Elevated Station. The project will provide both car sharing spaces and bicycle parking to further reduce the need for residents to own an automobile; and

Whereas, The current building and parking lot are an eyesore and have a detrimental impact on the community. This quality \$80 million project will have a positive impact on Lincoln Avenue, spur local business development and provide customers for local businesses; and

Whereas, This project will create a safer environment by having a doorman, increased pedestrian traffic, and additional street lighting; and

Whereas, There will be an enhanced pedestrian experience due to wider sidewalks and an attractive retail frontage; and

Whereas, The renovated Apollo Theater will remain with its existing dedicated parking spaces; and

Whereas, The Owner has conducted noise, shadow, and traffic studies. The Owner has used those studies to provide sound-absorbing material next to the elevated tracks, minimized shadows on adjoining properties, and designed traffic flow to minimize impact on adjacent neighbors; now therefore,

- A. The Owner is the legal title owner of the property located at 2518-2552 North Lincoln Avenue and 922-938 West Altgeld Street, and legally described in **Exhibit “A”** attached hereto and by this reference, made a part of this Agreement (“**Property**”).
- B. Pursuant to the City of Chicago Zoning Ordinance (“**Ordinance**”), the Property is currently zoned as B3-3, and the Owner proposes changing this designation to B3-5 and then to a Residential Business Planned Development. To this end, Owner has filed an Application for An Amendment to the Chicago Zoning Ordinance on or around July 30, 2014 (as adopted by the Chicago City Council, and as may be amended by the City of Chicago from time to time, the “Planned Development”).
- C. Owner proposes to construct a mixed-use development on the Property as further described in **Exhibit “B”** attached hereto and by this reference, made a part of this Agreement (“**Development**”).
- D. The Wrightwood Neighbors Conservation Association (“Wrightwood Neighbors”) was established in 1963 under the Illinois Not for Profit Corporation Act and was organized to preserve and enhance the vibrant quality of life for all who live, work and play in the Wrightwood Neighborhood. The Wrightwood Neighborhood is bounded by Diversey Avenue to the north, Lakewood Avenue to the west, Fullerton Avenue to the South, and Halsted Street to the east.
- E. Owner, the 43rd Ward Alderman (“**Alderman**”), and the Wrightwood Neighbors have held numerous meetings on various dates since January 2014, including three community-wide meetings. During these meetings, Owner presented to the Wrightwood Neighbors and the community the elements of the Development.
- F. The Wrightwood Neighbors requires assurance that the Owner will develop and use the Property as set forth in this Agreement and as set forth in Exhibit B.
- G. To provide such assurances in a legally binding and enforceable manner, the Owner and the Wrightwood Neighbors have agreed to execute, record, and be bound by this Agreement.

**In Consideration Of** the recitals and mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and Wrightwood Neighbors agree that the Property, as hereinafter defined, and all portions thereof are and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants hereinafter set forth.

## **II. Zoning**

- A. The Owner acknowledges that notwithstanding the uses and rights that may otherwise be applicable to the Property under the Planned Development, the Property shall be subject to this Agreement.
- B. The Term of this Agreement shall be for a period of thirty (30) years from the date of execution.
- C. In consideration for the commitments of Owner contained herein, the Wrightwood Neighbors does hereby agree to support Owner’s Development and the Planned Development. Such support shall include, if requested by Owner, appearances at meetings of the Chicago Plan Commission,

City of Chicago Committee on Zoning, Landmarks and Building Standards, and all government meetings reasonably requested by Owner in order to demonstrate support for the Development.

- D. Notwithstanding the foregoing, this Agreement is contingent upon Owner “Commencing Construction” of the Development within the terms of the Planned Development.
- E. The uses as described in Planned Development Statement 5, as may be amended from time to time, shall be the allowed uses at the Property. The definitions of these uses shall be as defined in the Ordinance.

The Owner acknowledges and agrees that any change to the uses above, except if such change results from approvals needed in connection with a spa, therapy or fitness facility which includes massages as part of its services, would not constitute a minor change pursuant to Section 17-13-0611-A or Statement 12; but, instead may only be approved pursuant to Section 17-13-0611-B.

### **III. Property Development and Operations**

Notwithstanding any use, bulk regulation, or development right that may be applicable at any time pursuant to the provisions of the Zoning Ordinance or any other code, ordinance, or regulation of the City, the Property shall be subject to the following conditions and restrictions.

- A. Building Bulk. Owner shall develop the Property in a manner consistent with the Planned Development and this Agreement, provided that in the event of any conflict between any term or provision contained herein with any term or provision contained in Planned Development, the Planned Development shall govern and control. Nothing herein shall be construed to prohibit construction of the improvements permitted by the Planned Development.
- B. Appearance. The total allowable square footage, the total allowable square footage attributable to retail and/or commercial use, the maximum height, and the total number of residential units within the Development shall not exceed those authorized under the Planned Development.

The exterior elevations of all buildings shall be materially as depicted in the Planned Development and in Exhibit B. In addition, the materials used will be the high quality panels presented to the Wrightwood Neighbors Board, as identified on Exhibit C attached hereto and made a part hereof, or comparable or higher quality materials.

- C. Post-Construction Loading, Deliveries and Trash Storage.
  - 1. Loading and Deliveries areas shall be as per the Planned Development. Further, no post-construction loading or deliveries are to stage or occur off of West Altgeld Street. The Owner will schedule deliveries to minimize the impact on the surrounding neighbors.
  - 2. Trash storage areas shall be located as per the Ground Floor Plan attached in Exhibit B, internal to the building and located off of the internal Loading Dock. Trash collection will also utilize the Loading Dock for pick-up and removal.
- D. Parking and Transportation.
  - 1. Parking Requirements at the Property will be per the Planned Development.

2. Owner acknowledges and consents to the removal of the address range of the property from Residential Zone Parking, by ordinance introduced by 43<sup>rd</sup> Ward Alderman Michele Smith, thus making residents of the development ineligible from having a zone number printed on a city vehicle sticker, as well as precluded from purchasing Residential Parking Daily Permits. Owner shall write into the lease or sales documents for the residential units of the development this restriction and that no letters of exception will be provided by the Alderman's office to allow for the purchase of either Residential Zone Parking or Residential Daily Permits.
3. The Owner shall be entitled to charge commercially reasonable amounts for parking. Within the bounds of commercial reasonableness, Owner shall establish rates that discourage residents of the Development from parking on the adjacent streets.
4. The Owner shall provide a minimum of three (3) electric-car charging and/or car sharing spaces and 100 secure bicycle parking spaces.
5. To the extent that there are parking spaces in the Development available for guests of residential occupants, at least five (5) spaces shall be made available and identified as reserved for such guests.

E. Public Way Improvements.

1. Owner shall make all efforts to save and maintain the mature trees currently along West Altgeld Street, as indicated on the Landscape Plan attached in Exhibit B.
2. As required by the Chicago Department of Transportation ("CDOT"), Owner shall resurface public rights-of-way, including all sidewalks bordering the property, within the limits of the development per CDOT requirements.
3. Owner shall restore or replace in-kind the current historical light fixtures along Lincoln Avenue, as indicated on the Ground Floor Plan attached in Exhibit B.
4. Owner will restore and enhance the pavement and landscaping that is under the CTA tracks that abut the property to the west, as may be authorized by the CTA. This shall include repaving the surface, as well as enhancing the appearance and aesthetic of the proposed garage wall (at the southwest corner of the property, facing west).

**IV. Demolition, Excavation and Construction**

A. Rat Abatement.

1. At least seven (7) days prior to the commencement of demolition and excavation activities, Owner will conduct rodent abatement measures at the Property by a pest control business licensed by the State of Illinois including above-ground bait boxes around the perimeter of the site and in-ground bait as physically allowable. No demolition or excavation activities shall begin until all significant rodent activity has been abated, as certified by the licensed structural pest control business.
2. Once demolition, excavation and construction has begun, Owner will maintain a clean and debris-free project site, and will maintain above-ground bait boxes around the

perimeter of the site throughout the duration of the project, which must be refilled as needed. Owner will also maintain separate secured trash receptacles for food waste.

3. Upon completion of the construction of the Development, Owner will again conduct rodent abatement measures on the Property, conducted by a structural pest control business licensed by the State of Illinois, within seven (7) days of the construction's conclusion.

B. Hours.

Owner will make all reasonable efforts to limit the scheduling of demolition, excavation, and construction activities to Monday through Saturday from 8:00 a.m. until 6:00 p.m., provided mobilization for such activities can occur before the stated commencement time. Extended weekday hours, extended Saturday hours, and Sunday activities will be limited to circumstances where conditions have impeded, delayed or prohibited activity during the normal workweek and such extended activity is necessary to maintain the anticipated schedule. Notwithstanding the foregoing, there shall be no limitation on construction activity (other than as provided by City of Chicago ordinances, codes and regulations) for interior construction work once the buildings or buildings in question have been closed in.

C. Site Logistics.

1. Main gates and secondary gates for entering and exiting the site will be in accordance with the approved CDOT construction logistics plan.
2. Owner shall direct all contractors, subcontractors, and consultants to not park on nearby neighborhood streets.
3. Owner will provide customary and reasonable security measures to keep the Property safe and secure during the demolition and construction periods and will keep the site secure 24 hours a day, seven days a week.
4. Loading and unloading of the site will be done in accordance with the logistics plan that is presented to and approved by CDOT. Owner will make best efforts to stage trucks on the property but at some stages of the project a small number of trucks may need to be staged in and around the property. Unnecessary idling will be kept to a minimum.

D. Dust Abatement and Vibration.

1. In addition to the requirements of the Chicago Municipal Code, Owner shall take the following steps to prevent, suppress or contain the emission of particulate matter from the site. Owner shall erect a barricade around the perimeter of the site to be maintained with a high quality finished appearance. Scaffolding and scrim or tarps will be erected where demolition procedures dictate it.
2. With respect to the buildings immediately adjoining the Property and to the extent authorized by the owner(s) of such adjoining property, Owner agrees at its cost (i) to undertake a pre-construction site survey and make the results of that survey available to the Community Liaison (defined herein), and (ii) to undertake on-going vibration monitoring concerning those buildings and to make the results of such monitoring activity available to the Community Liaison on a monthly basis until construction reaches

grade level. The Owner agrees to provide in the contract of the third-party monitoring contractor that any alarm required to be reported to the City of Chicago shall concurrently be reported to the Community Liaison.

3. Owner shall clean the site surrounding the project every day at the conclusion of work for the day. Owner shall construct hard surface site haul routes. Owner shall establish effective vehicle cleaning and specific fixed wheel washing locations on leaving the site. Roads and alleys surrounding the site shall be washed every day as construction activity and weather dictate. All loads entering and leaving site must be covered. Owner will arrange the site to prevent runoff of water or mud.

Owner will use water as dust suppressant to spray the entire site. In addition, all cutting equipment will use water as suppressant. Owner will use enclosed chutes and covered skips.

4. Owner agrees to remove construction debris from the public way around the perimeter of the site at least once per workday. Owner agrees to perform such cleaning more frequently at reasonable intervals if requested by the Alderman. Owner will also volunteer to remove, to the extent practical and commercially reasonable, dust from neighboring properties that are impacted.
5. Removal of debris and general site cleanup will take place each workday. Owner will promptly remove graffiti from the construction site.

#### E. Communications.

1. Owner will post information regarding the project on a website which Owner shall establish for the Development, and of which Owner shall advise Wrightwood Neighbors and the Alderman (“**Website**”). Owner shall also offer an email sign-up option for email alerts for items covered in Section E.
2. Owner shall post projected schedules for demolition, excavation, and construction on the Website prior to commencement of each. Owner will give notice to the Wrightwood Neighbors and post on the Website at the earliest possible time, any of the aforementioned extended hours for construction activity, once such condition is known, specifying in detail the events which caused the circumstances and/or delay.
3. Owner will post notices of street closures on the affected streets, if any, and will post information on the Website and social media outlets, and notify the Wrightwood Neighbors of such matters as far in advance as possible. Owner will leaflet 500 feet around the property to notify neighbors of street closures and other construction-related activity that would significantly impact traffic.
4. Owner shall send a weekly email to those that have signed up for the email alert, updating those recipients of the upcoming week’s anticipated construction activities and any anticipated road or alley closures or staging. Owner shall also email daily updates for more significant disruptions that would impact the nearby neighbors and businesses.
5. Owner will appoint a single community liaison representative (“**Owner Representative**”) who has authority to halt construction activities and who will be available on a 24/7 basis to receive and respond to issues and complaints.

6. The Wrightwood Neighbors agree to appoint a community liaison (the “**Community Liaison**”) to be designated by Alderman Michele Smith. The Community Liaison will meet monthly with the Owner Representative to discuss the status of demolition, construction and other activities at the site.
7. Owner agrees to hold at least one community meeting prior to demolition to inform the community of details including schedules, street closings, need for extended hours and ongoing clean up.
8. Owner agrees to hold at least one community meeting prior to construction to inform the community of details including schedules, street closings, need for extended hours and ongoing clean up.
9. Owner will post prominently at the site (in a size that is visible from an automobile) telephone contact information for the Owner Representative and Owner.

F. Estimated Construction Timeframes.

The Owner will use commercially reasonable efforts to proceed with all demolition, an environmental remediation, excavation and construction activity in a diligent manner and in accordance with the time frames permitted in the Planned Development. The Owner currently estimates for its construction activities that, once demolition begins, the demolition, environmental remediation, excavation and construction activity for the Development will take between approximately twenty (20) and twenty-six (26) months to complete. These proposed construction timeframes will be updated on the Website set forth in paragraph IV.E.1. The parties acknowledge that the foregoing estimate represents the Owner’s best estimate as to construction timing and is not to be deemed an agreement with respect to such matters, it being acknowledged that demolition, excavation and construction matters are intrinsically complex for a project of this magnitude and may further be subject to delays and changes beyond Owner’s control.

**V. Applicability to Prospective Retail and Commercial Tenants and Subsequent Owners**

- A. The Owner has stated its intent to lease the Property, or portions thereof, to retail and commercial tenants who shall operate the Property, or portions thereof. The Owner hereby represents, warrants, and agrees that the Owner shall cause the provisions of this Agreement to be attached as an exhibit to any and every retail and commercial lease with any and every tenant that may, at any time, lease all or any portion of the Building. The Owner shall cause every such retail and commercial tenant to be bound by this Agreement to the same extent as the Owner is bound. Without limitation of any other provision of this Agreement, upon request by the Wrightwood Neighbors, the Owner shall provide evidence of compliance with this Section V.A.
- B. The Owner hereby represents, warrants, and agrees that the Owner shall cause the provisions of this Agreement to be incorporated into any and every agreement of sale of the Property, or any part thereof, into which Owner may hereinafter enter. Nothing contained in this Section V shall in any way supersede, negate, or diminish the full force and effect of the provisions set forth below in Section VI.

## **VI. General Provisions**

- A. This Agreement shall be recorded against, and shall run with, the Property and shall be binding upon the Owner and its successors, assigns, mortgagees, lenders, agents, licensees, lessees, operators, invitees, and representatives, and permanent and temporary occupants of the Property, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them (collectively, "Owner"). The obligations of this Agreement concerning demolition and construction activity shall also apply to all contractors and sub-contractors of Owner. All present and future owners, tenants, occupants or grantees of any portion of the Property shall be subject to, and shall comply with, the provisions of this Agreement. Acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any building on the Property shall constitute an agreement that the provisions of this Agreement, as it may be amended from time to time, are accepted and ratified by such owner, tenant, occupant, or grantee, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person or entity having at any time any interest or estate therein, as though such provision were recited and stipulated at length in each and every deed, conveyance or lease thereof.
- B. This Agreement shall be recorded with the Cook County Recorder of Deeds immediately upon execution of this Agreement, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement.
- C. The parties hereto shall execute such documents as reasonably necessary to evidence the obligations herein, or the release of such obligations and such documents as executed shall be in recordable form and may be recorded in the Office of the Cook County Recorder of Deeds.
- D. Nothing herein shall be construed to grant to any person or persons the right to enter upon any part of the Property. All rights of entry by the public shall be established from time to time by the Owner, its successors and assigns, in the exercise of its discretion.
- E. In the event Owner does not close on its transaction to purchase the Property, this Agreement shall be null and void.
- F. This Agreement shall run with and bind the Property; provided, however, that the Wrightwood Neighbors may release this Agreement at any time by resolution. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then the affected privilege or right shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.
- G. Owner shall have the right to petition the City for administrative relief or a minor change. Should Owner be granted administrative relief or a minor change to the Planned Development, said administrative relief or minor change shall not be considered to violate any provision of this Agreement.
- H. Disputes under this Agreement shall first be brought to the Community Liaison for resolution. Notwithstanding this procedure, upon written notice, any party hereto may require all parties hereto to submit to non-binding mediation to attempt to resolve any alleged defaults or disputes hereunder, which mediation shall occur within fifteen (15) days of such notice. The mediator



shall be acceptable to all parties. Such mediation shall not limit any other rights and remedies available hereunder.

Unless expressly provided to the contrary in this Agreement, each and every one of the rights and remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law. The enforcement by specific performance limitation herein, shall not be construed to preclude any rights or remedies existing apart from this Agreement, including, without limitation, claims for money damages arising from negligence or other tort, contract, or statutory claims that are not based on a claim of noncompliance with the terms of this Agreement.

- I. In the event that the Wrightwood Neighbors is required to take action to enforce any provision of this Agreement and is successful in securing enforcement or damages, the Wrightwood Neighbors shall be entitled to reimbursement from the Owner and any lessees of the Property, jointly and severally, of all costs and expenses, including, without limitation, reasonable attorney's fees, incurred in connection with such enforcement. The Wrightwood Neighbors shall be entitled to seek injunctive relief to enforce this Agreement.
- J. Should an amendment of this Agreement be required, any such amendment shall be approved in writing by Owner and the Wrightwood Neighbors. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and (i) executed and properly approved by the Wrightwood Neighbors, pursuant to all applicable statutory procedures, and (ii) executed by the Owner, or the then-current owner of the Property.
- K. The Wrightwood Neighbors shall be under no obligation to exercise any of the rights granted to them in this Agreement except as they shall determine to be in their best interest from time to time. The failure of the Wrightwood Neighbors to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect their rights to enforce such rights or any other rights.
- L. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not conflicts of law rules, of the State of Illinois.
- M. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.
- N. No Third Party Beneficiary. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective beneficiaries, successors and permitted assigns and no claim as a third party beneficiary under this Agreement by any person shall be made, or be valid.
- O. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by addressee thereof (i) when delivered in person on a business day at the address set forth below, (ii) on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by property addressed, postage prepaid, certified or registered overnight courier service with delivery charges prepaid. The address of any party may be changed by written notice to the other parties.

Notices and communications to the Owner shall be addressed and delivered to the following address:

Baker Development Corporation  
1156 West Armitage Avenue  
Chicago, IL 60614

with a copy to:  
Warren Baker  
w.baker@bakerdevelopmentcorp.com

Notices and communications to the Wrightwood Neighbors Conservation Association shall be addressed and delivered to the following address:

Wrightwood Neighbors Association  
Attn: President  
P.O. Box 147179  
Chicago, IL 60614

with a copy to:  
Justin Moore  
jmoore@hansenrealty.com

A courtesy copy of notices and communications shall be sent to the 43<sup>rd</sup> Ward Alderman at the following addresses:

43rd Ward Office  
2523 N. Halsted St.  
Chicago, IL 60614

City Hall  
121 N. LaSalle St.  
Chicago, IL 60602

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**Baker Lincoln, LLC,**  
an Illinois limited liability company

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

Name: Warren Baker

Its: President of its Manager, The Baker Organization, Inc., an Illinois corporation

Date Signed: \_\_\_\_\_

**Wrightwood Neighbors Conservation Association,**  
an Illinois not-for-profit corporation

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

Name: Justin Moore

Its: President

Date Signed: \_\_\_\_\_