

Document Prepared by
and returned to:



For Recorder's Use Only

PINS:

COMMUNITY AGREEMENT

This Community Agreement (“Agreement”) is made this day _____ of _____, 2015 and is by and between McCaffery Interests, Inc., and its designees and/or assignees, an Illinois corporation (“**Owner**”), the Lincoln Central Association, an Illinois not-for-profit association, the Sheffield Neighborhood Association, an Illinois not-for-profit association, the Wrightwood Neighbors Conservation Association, an Illinois not-for-profit association, and the Lincoln Park Chamber of Commerce, an Illinois not-for-profit corporation (collectively, the “**Neighborhood Associations**”).

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 Neighborhood Associations 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.

I. Recitals

- A. The Owner is the legal title owner of the property located at 2301-2377 North Lincoln Avenue, 2316-2356 North Lincoln Avenue, 2337-2353 North Halsted Street, 701-756 West Fullerton Avenue, and 2304-2420 North Orchard Avenue, and legally described in **Exhibit “A”** attached hereto and by this reference, made a part of this Agreement (“**Property**”).
- B. The Property sits on 6.04 acres of land bounded by Lincoln Avenue, Halsted Street and Fullerton Avenue with portions of the Property extending north of Fullerton Avenue onto Orchard Street in the City of Chicago (“**City**”).
- C. The existing Property is improved with buildings that make up the former Children’s Memorial Hospital (“**Hospital**”).
- D. Pursuant to the City of Chicago Zoning Ordinance (“**Ordinance**”), the Property is Institutional Planned Development 158, as amended (“**PD 158**”), which was intended to serve the needs of the Hospital prior to its departure to 225 East Chicago Avenue, Chicago, Illinois.
- E. 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 (“**Proposed Planned Development 158, as amended**”, along with accompanying Exhibits).

- F. Certain portions of the Proposed Development are not permitted in the existing PD 158 and therefore Owner would like to amend PD 158 so that it becomes a residential-business planned development (“PD 158, as amended”).
- G. Owner filed an Application for An Amendment to the Chicago Zoning Ordinance on or around July 16, 2012 to amend PD 158 in order to permit the uses in the Proposed Development.
- H. The Lincoln Central Association was established in 1959 under the Illinois Not for Profit Corporation Act and was organized to advocate for the improvement and preservation of the Lincoln Central neighborhood. The Lincoln Central Area is bounded by Halsted Street, Lincoln Avenue, North Avenue and the previously vacated Ogden Avenue.
- I. The Sheffield Neighborhood Association was established in 1959 under the Illinois Not for Profit Corporation Act and exists for the purpose of improving the Sheffield community. The Sheffield community is part of Chicago’s Lincoln Park neighborhood. It is bounded by Armitage Avenue on the south, Fullerton Avenue on the north, Halsted Street on the east, and the Chicago River on the west. The Association is comprised of all neighborhood interests – residential, commercial, industrial, and institutional alike.
- J. The Wrightwood Neighbors Conservation Association 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.
- K. The Lincoln Park Chamber of Commerce was established in 1947 under the Illinois Not for Profit Corporation Act and is committed to supporting the Lincoln Park business community. The Lincoln Park Chamber of Commerce’s boundaries include Diversey to the north, North Avenue to the south, Lake Michigan to the east, and the Kennedy Expressway to the west.
- L. Owner, the Alderman, and the Neighborhood Associations have held numerous meetings on various dates since August 9, 2011, including four larger all-community meetings. During these meetings Owner presented to the Neighborhood Associations and the community the elements of the Proposed Development and PD158, as amended.
- M. The Neighborhood Associations require assurance that the Owner will develop and use the Property as set forth in this Agreement and as set forth in that certain PD 158, as amended, which is attached hereto as **Exhibit “B”** and by this reference made a part of this Agreement.
- N. To provide such assurances in a legally binding and enforceable manner, the Owner and the Neighborhood Associations have agreed to execute, record, and be bound by this Agreement.

II. Zoning

- A. The Owner acknowledges that notwithstanding the uses and rights that may otherwise be applicable to the Property within the PD 158 zoning classification, 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 Lincoln Central Association, Sheffield Neighborhood Association, Wrightwood Neighbors Conservation Association, and the Lincoln Park Chamber of Commerce do hereby agree to support Owner's Proposed Development and PD 158, as amended, attached hereto as Exhibit B. Such support shall include, if requested by Owner, appearances by at least one Neighborhood Association Representative, as hereinafter defined, 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 Proposed Development.
- D. Notwithstanding the foregoing, this Agreement is contingent upon Owner "Commencing Construction" of the Proposed Development within six (6) years of the date of this Agreement first written above. "Commencing Construction" shall be defined as site mobilization which includes erection of the construction contractor trailer, securing the site with fencing, and/or moving of equipment onto the site. If Owner shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of weather, strikes, lockouts, labor troubles, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, acts of God, or other reason of a like nature not the fault of Owner then Owner shall not be responsible for meeting any timeline stated in this Agreement.
- E. The uses as described in Planned Development Statement 5 of PD 158, as amended, shall be 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 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.

- F. Owner shall endeavor to secure a mix of 80% national and 20% local/regional retailers.

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 PD 158, as amended, 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 PD 158, as amended, PD 158, as amended, shall govern and control. Nothing herein shall be construed to prohibit construction of the improvements permitted by PD 158, as amended.
- 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 Proposed Development shall not exceed those contained in the Bulk Regulations and Data Table contained in PD 158, as amended.

The exterior elevations of all buildings shall be materially as depicted in PD 158, as amended, attached hereto as Exhibit B.

C. Outdoor Space. Owner has committed to make the following improvements to the outdoor space, as shown in the Central Plaza Site and Landscape Plan of Exhibit B and described below:

1. Central Plaza: The Central Plaza will be an open space within the new development. The approximate one-half acre space, located in the center of the site along Lincoln Avenue, is surrounded on three sides with active retail facades and appropriate sidewalk widths and streetscapes. The space will feature mature trees and landscaping, accent paving, outdoor furniture, sculpture, lawns and a water feature. The space will be a pedestrian open space that is accessible by vehicles by means of a one-way roadway along with short-term parking.
2. Orchard Plaza: The Orchard Plaza will include a landscaped children's playground area located along Orchard Street, opposite Kemper Place. The children's playground will be encircled with a decorative fence and will also contain outdoor seating, mature trees, accent paving and landscaping.
3. Fullerton Plaza: The Fullerton Plaza will be a landscaped open space that will celebrate the history of Children's Memorial Hospital in Lincoln Park. This open space will be highlighted with mature trees and landscaping, outdoor furniture, accent paving and two water features. The space will also include artwork.
4. Rooftop Space: The lower roof area of Building A-1 will be developed as a green roof to help meet the requirement that all new buildings within the development shall provide 50% of the roof area as green roofs. The lower roof area of Building A-1 will also contain a dog run for residents of Building A-1, along with resident amenity areas and private terraces.
5. Garage: Owner will provide landscape features on the Lincoln Avenue façade of the parking structure that will camouflage a portion of the parking structure. Owner will also provide art on the Parking Structure tower.

Owner will, from time to time, in its sole discretion, allow reasonable use of outdoor space for events that promote a positive community spirit free of charge by Lincoln Park organizations provided that said organization provides a certificate of insurance acceptable to Owner and that said organization agrees to pay the costs for any restoration required as a result of damage caused by the event.

Owner shall provide security for the outdoor space.

D. Affordable Housing. Owner will implement a marketing program to attract employees who work in the neighborhood for the on-site Affordable Housing units available.

E. Historic Preservation. All historic preservation efforts shall be as per Planned Development Statement 16 of Exhibit B.

F. Loading and Deliveries

1. Loading and Deliveries shall be as per Planned Development Statement 18 of Exhibit B and the Public Way Infrastructure Improvements and Traffic Demand Management Requirements of Exhibit B.

2. Owner will maintain a warning for exits from the truck loading area that will not be audible to neighboring homeowners.
3. Trash shall be located as per the Site Plan drawings of Exhibit B, as described below:
 - a. Subarea A1 – All trash shall be internal to the building with separate zones for trash and recycling.
 - b. Subarea A2 – All trash shall be internal to the building with separate zones for trash and recycling.
 - c. Subarea B – All trash shall be internal to the building with separate zones for trash and recycling.
 - d. Subarea C – All trash shall be within the property line with separate zones for trash and recycling.
 - e. Subarea D – All trash shall be within the property line with separate zones for trash and recycling.
 - f. Subarea E – Trash areas for these retail stores will be provided within the property line with separate zones for trash and recycling.
 - g. Subarea G – All trash shall be internal to the building with separate zones for trash and recycling.
 - h. Subarea H – All trash shall be within the property line with separate zones for trash and recycling.
 - i. Subarea I – All trash shall be within the property line.
4. Miscellaneous:
 - a. Any grocery tenant shall provide a loading area within the first floor of the parking garage. The grocery tenant will provide assistance to customers crossing Lincoln Avenue with their groceries.
 - b. Owner will retain a full-time dock master to be present at all times that deliveries are taken.

G. Parking and Transportation

1. Parking Requirements at the Property will be per the Bulk Table, Planned Development Statement No. 19, and the Public Way Infrastructure Improvements and Traffic Demand Management Requirements.
2. During the first two years of operation, Owner, at Owner's expense, shall provide each new resident of the buildings at the Property with one Venra Card per unit as an incentive to continue taking advantage of the Property's proximity to public transportation.

3. Validated parking will be made available free of charge to patrons of the retail and commercial portions of the Property for a period of at least ninety (90) minutes.

H. Public Way Improvements

1. Owner shall make all the public way improvements as per Planned Development Statement 19 of Exhibit B and the Public Way Infrastructure Improvements and Traffic Demand Management Requirements of Exhibit B.

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 structural 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 project, 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 project's conclusion.

B. Hours.

Owner will make all reasonable efforts to limit the scheduling of demolition, excavation, and construction activities to Monday through Friday from 8:00 a.m. until 6:00 p.m. and Saturday from 8:00 a.m. until 6:00 p.m. 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 work week 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. Owner will work with CDOT to use best efforts to identify a system where primary loading and access will be off of Lincoln Avenue for Subareas A1, A2, B, C, D, E and G.
2. Owner shall direct all contractors, subcontractors, and consultants to park in the Parking Structure and not on neighborhood streets, except when not possible due to construction work being performed on the Parking Structure.

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 on Lincoln Avenue. 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, Developer agrees at Owner's cost (i) to undertake a pre-construction site survey and make the results of that survey available to the Community Liaison Committee, 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 Committee on a monthly basis until construction reaches grade level and thereafter on a quarterly basis. 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 Committee.
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 will meet with representatives of St. Paul's Church and take any reasonable steps to minimize the potential effect from dust and vibration on the stained glass windows at the church resulting from Owner's construction activities. If requested, Owner will meet with the owners of residential properties with N. Burling St., W. Belden Ave., N. Lincoln Ave., W. Fullerton Ave., and N. Orchard St. addresses that face or abut the PD Boundary as well as Lincoln Elementary School ("Neighboring Properties"). Owner will take any reasonable steps to minimize the potential effect from dust, debris and vibration to these Neighboring Properties resulting from Owner's construction activities.
5. Owner agrees to remove construction debris from the public way around the perimeter of the site at least once per work day. Developer agrees to perform such cleaning more frequently at reasonable intervals if requested by the 43rd Ward Alderman.

6. Removal of debris and general site cleanup will take place each work day. Owner will promptly remove graffiti from the construction site.

E. Communications.

1. Owner will post information regarding the project on its website, mi-cmh.com or other website which Owner establishes for the project (“**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 its Website prior to commencement of each. Owner will give notice to the Neighborhood Associations 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 its Website, social media outlets, and notify the Neighborhood Associations of such matter as far in advance as possible. Owner will leaflet 500’ around the property to notify neighbors of street closures and other major activity.
4. 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.
5. The Associations agree to establish a community liaison committee (the “**Community Liaison Committee**”) to be designated to the Owner by Alderman Michele Smith. The Associations agree to designate one (1) individual from each Association to serve on the Community Liaison Committee. The Community Liaison Committee will meet monthly with the Owner Representative to discuss the status of demolition, construction and other activities at the site. Only Neighborhood Associations that are signatories to this Agreement may have an individual serving on the Community Liaison Committee.
6. 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.
7. 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. Owner will post the information required above at least one location at the site as well.

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 proposed project will take between approximately 40 months and 52 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 Tenant 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 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 any of the Neighborhood Associations, the Owner shall provide to the Neighborhood Associations 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, 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, 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 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. 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.
- D. In the event Owner does not close on its transaction to purchase the Property from Children's Memorial Hospital this Agreement shall be null and void.

- E. This Agreement shall run with and bind the Property; provided, however, that the Neighborhood Associations may release this Agreement at any time by resolution, duly adopted by all respective Neighborhood Associations. 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. Owner shall have the right to petition the City for administrative relief or a minor change provided that that any change to the uses listed in Planned Development Statement 5 or the loading dock design or operations listed in Planned Development Statement 18 would not constitute a minor change pursuant to Section 17-13-0611-A or Planned Development Statement 12; but, instead may only be approved as a major change pursuant to Section 17-13-0611-B.

Should Owner be granted administrative relief or a minor change to the PD158, as amended, said administrative relief or minor change shall not be considered to violate any provision of this Agreement

- F. Disputes under this Agreement shall first be brought to the Community Liaison Committee 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.

- G. In the event that the Neighborhood Associations, or any of them, are required to take action to enforce any provision of this Agreement and are successful in securing enforcement or damages, the Neighborhood Associations, or any of them, 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 Neighborhood Associations shall be entitled to seek injunctive relief to enforce this Agreement.

In the event that Owner is required to take action to enforce any provision of this Agreement and is successful in securing enforcement or damages, Owner shall be entitled to reimbursement from the Neighborhood Associations, or any of them, jointly and severally, of all costs and expenses, including, without limitation, reasonable attorney's fees, incurred in connection with such enforcement. Owner shall be entitled to seek injunctive relief to enforce this Agreement.

- H. Should an amendment of this Agreement be required, any such amendment shall be approved by Owner and each of the Neighborhood Associations. 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 each individual Neighborhood

Association, pursuant to all applicable statutory procedures, and (ii) executed by the Owner, or the then-current owner of the Property.

- I. The Neighborhood Associations shall be under no obligation to exercise any of the rights granted to them in this Agreement except they shall determine to be in their best interest from time to time. The failure of the Neighborhood Associations, or any of them, 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 the Neighborhood Associations' rights to enforce such rights or any other rights.
- J. 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.
- K. 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.
- L. Except as expressly set forth or provided in this Agreement, no claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Neighborhood Associations or the Owner.
- M. 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.
- N. 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:

McCaffery Interests, Inc.
875 N. Michigan Ave., Suite 1800
Chicago, IL 60611

with a copy to:
Dan McCaffery
dmccaffery@mccafferyinterests.com

Notices and communications to the Lincoln Central Association shall be addressed and delivered to the following address:

Lincoln Central Association
P.O. Box 14306
Chicago, IL 60614

with a copy to:
David Varnerin
1901 N. Cleveland Ave. #E
Chicago, IL 60614
davidvarnerin@aol.com

Notices and communications to the Sheffield Neighborhood Association shall be addressed and delivered to the following address:

Sheffield Neighborhood Association
2233 N. Kenmore Ave.
Chicago, IL 60614

with a copy to:
Theodore W. Wroblewski
111 W. Washington St. Suite 1900
Chicago, IL 60602
tedwrob@msn.com

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

Wrightwood Neighbors Association
Attn: Bridget Orsic
P.O. Box 147179
Chicago, IL 60614-7179

with a copy to:
Wrightwood Neighbors Association
Attn: Bridget Orsic
921 W. Wrightwood
Chicago, IL 60614
bridget.orsic@gmail.com

Notices and communications to the Lincoln Park Chamber of Commerce shall be addressed and delivered to the following address:

Lincoln Park Chamber of Commerce
1925 N. Clybourn, Suite 301
Chicago, IL 60614

with a copy to:
Kim Schilf
Lincoln Park Chamber of Commerce
1925 N. Clybourn, Suite 301
Chicago, IL 60614
kim@lincolnparkchamber.com

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

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.

McCaffery Interests, Inc.,
an Illinois corporation
By: [Signature]
Name: EDMUND C. WOODBURY
Its: PRESIDENT

Lincoln Central Association,
an Illinois not-for-profit corporation
By: [Signature]
Name: DAVID J. VARVERIN
Its: SECRETARY

Sheffield Neighborhood Association,
an Illinois not-for-profit corporation
By: [Signature]
Name: Melanie Lamb
Its: PRESIDENT

Wrightwood Neighbors Conservation
Association,
an Illinois not-for-profit corporation
By: [Signature]
Name: Bridget Orsic
Its: PRESIDENT

Lincoln Park Chamber of Commerce
an Illinois not-for-profit corporation
By: [Signature]
Name: Kim Schilf
Its: PRESIDENT and CEO