

## AGREEMENT DATED April 18, 2012

### REGARDING THE FRANCIS W. PARKER SCHOOL FIELD ("Agreement")

Francis W. Parker School ("Parker") has proposed the replacement of its natural grass athletic field with an artificial turf field (the "Field Enhancement"), coupled with a related accessory building and other exterior (including landscaping) improvements (collectively, the "Project"). In connection with this Project, Parker, and several neighbors, as representatives of the Mid-North Association, Lincoln Park United, the Shakespeare Building Corporation, Webster House and the 317 W. Belden Condominium Association (such organizations to be referred to herein as the "Neighbor Organizations" and the individuals representing such Neighbor Organizations who are signing the Agreement referred to herein as the "Neighbor Representatives") have negotiated a series of commitments concerning the Project. These commitments ("Commitments") are set forth below. In return for Parker's Commitments as set forth herein, the Neighbor Organizations (1) acknowledge that Parker will seek approval for the Field Enhancement from the Chicago Plan Commission under the Lake Michigan and Chicago Lakefront Protection Ordinance and agree not to object to Parker's request for approval of the Project as a minor (and not major) change to IPD 697 (as defined herein) and (2) will not oppose, consistent with Section 8 hereof, Parker's application for approval of the Project ("Application") before the Plan Commission or the City of Chicago. The Application is attached herewith as Exhibit A.

1. Permanent Field Lighting: There will be no permanent field lighting installed on the proposed field. Any change in that condition would not constitute a minor change as provided in Sec. 17-13-0611-A of the Chicago Zoning Ordinance ("CZO"), and may be approved only in accordance with the review and approval procedures for a major change to Institutional Planned Development No. 697 ("IPD 697"), as provided in Sec. 17-13-0602 through Sec. 17-13-0610 of the CZO. In addition, if Parker ever decides in the future to seek such regulatory approval for such permanent field lighting, it shall not seek such a change unless it gives not less than 180 days prior written notice of its intent to formally request such approval to the 43rd Ward Alderman and to the Neighbor Organizations. To implement this Section 1 of the Agreement, the 43<sup>rd</sup> Ward Alderman will introduce a technical amendment to IPD 697 in the form attached hereto as Exhibit B. This Section 1 may not be amended in accordance with the procedures described in Section 7 hereof.

2. Temporary Lights: Parker intends to continue its practice of using temporary lights on occasion for Parker-related events. If Parker wishes to use temporary lights from time to time for specific school activities, (i) it will provide thirty days notice to members of the Committee (as hereinafter defined), the 43rd Ward Alderman and the Neighbor Organizations; (ii) lights would not be used in the morning; (iii) lights would be switched off by 9:00 p.m.; and (iv) lights would be used only for Parker-related events. But in no event shall Parker use temporary lights for regularly scheduled athletic events, including all league play, or for play-off or tournament games, or for its own practice sessions.

3. Field Leasing: Parker agrees not to lease the field for the conduct of organized athletic activities for adult participants. The word “adult” as used in this Section means persons over the age of 18 (provided, however, that the word “adult” is not intended to refer to high school students whether or not the age of such students exceeds 18). In no event shall leased uses last past 7:30 p.m.

4. Repair and Maintenance:

The Neighbor Organizations and Parker agree that the perimeter of the Project should be safe for the school’s students and attractive for the neighborhood.

*A. Replacement of existing fence*: Parker plans to incorporate into the Project a black vinyl-coated chain link fence which does not include barbed wire.

*B. Repair and re-facing of the wall*: Parker plans to repair and reface the existing deteriorated retaining wall. As part of its commitment to its neighborhood, Parker will re-landscape the parkways along Lincoln Park West and Webster Avenue and will use a facing for the retaining wall other than plain concrete.

5. Mats: Parker intends to incorporate safety matting (or an equivalent safety product) at the east and west ends of the field. Parker plans to remove the mats (or whatever equivalent safety system is implemented) during the portion of the year when the field is not in use for regular athletic events (as opposed to regular school recess). Parker will entertain suggestions from Neighbor Organizations regarding safety matting systems.

6. Neighbor Relations Committee: A standing Neighbor Relations Committee (the “Committee”), composed of representatives from Parker, the office of the 43rd Ward Alderman, from each of the Neighbor Organizations signing this Agreement and which may welcome and include from time-to-time other neighborhood organizations as appropriate, shall be established upon the execution of this Agreement. The purpose of this Committee shall be to promote good relations among Parker, its surrounding neighbors and Parker parents who live in the neighborhood. For example, the Committee may review issues arising from this Agreement and the Project, including, construction phasing, construction management, parking management, and noise in accordance with a construction protocol. Meetings of the Committee shall be convened quarterly pursuant to a schedule mutually agreed upon between Parker and the Neighbor Organizations or on additional mutually agreeable dates by application to and direction from the 43<sup>rd</sup> Ward Alderman.

7. Issue resolution and amendment. Should an issue arise from the terms and conditions of this Agreement, the Committee shall work in good faith to resolve any such issue by consensus. If the Committee cannot resolve the issue by consensus despite good faith efforts within a timeframe reasonable in light of the nature of the issue under discussion, an appeal may be made to the 43rd Ward Alderman, who shall direct that Parker or the Neighbor Organizations take

specific action to resolve the issue which has arisen under the terms and conditions of the Agreement (without effecting any amendments to the Agreement unless the procedure set forth in this Section for making amendments to the Agreement is followed). Should an amendment of this Agreement be desired, any such amendment to be effective must be written and be approved in writing by Parker and by a majority of the non-abstaining Neighbor Organizations (as indicated by a signature from one Neighbor Representative representing each non-abstaining Neighbor Organization).

8. Support. The Neighbor Organizations and Neighbor Representatives will publicly support this Agreement and will not oppose the Project before the Chicago Plan Commission or the City of Chicago so long as the Project is carried out consistent with the Commitments made herein and with Parker's application for approval to the Plan Commission attached herewith as Exhibit A.

9. Drainage and Fill Material. Parker will seek approval from the appropriate agencies for its proposed drainage system and for its management of fill material beneath the field. By signing this Agreement, the Neighbor Organizations express no opinion with respect to these issues.

10. Successors. This Agreement shall be binding on successors and assigns. To the extent that any of the Neighbor Organizations do not continue in existence, approval of any amendments to this Agreement shall not require the approval of such Neighbor Organization. If Parker ever falls into a ward other than the 43rd Ward, the phrase "43rd Ward Alderman" shall be adjusted accordingly in light of any new ward designation. It is acknowledged that the Neighbor Representatives authorized by Neighbor Organizations to approve amendments of this Agreement may change from time to time by written notice provided by the most senior officer of said Neighbor Organization to Parker, the other Neighbor Organizations and the 43rd Ward Alderman. It is further acknowledged that members of the Committee representing Parker and the Neighbor Organizations may change from time to time, again by written notice provided by the most senior officer of said Neighbor Organization to Parker, the other Neighbor Organizations and the 43rd Ward Alderman.

This Agreement may be executed and delivered by facsimile or electronic media and in multiple counterparts, each of which shall constitute an original hereof, but all of which, when taken together, shall constitute but one and the same instrument.

Commitments acknowledged and agreed to by (signatures may be placed on multiple pages):

Francis W. Parker School, an Illinois not-for-profit corporation

By: Daniel Frank, Principal, *Daniel B Frank*

By: Jonathan Marks, President, Board of Trustees *Jonathan Marks*

Lincoln Park United, an Illinois not-for-profit corporation

\_\_\_\_\_  
By: Deborah Cohen, President

Mid-North Association, an Illinois not-for-profit corporation

\_\_\_\_\_  
By: Susan Keegan, President

The Shakespeare Building Corporation, an Illinois corporation

By: Cecile Trop, President \_\_\_\_\_

By: Thomas Silfen, Secretary \_\_\_\_\_

317 W. Belden Condominium Association

\_\_\_\_\_  
By: Robert J. Wiesen,

Webster House tenants

\_\_\_\_\_  
By: Dugan Rosalini, representative

\_\_\_\_\_  
By: The Honorable Michele Smith

Alderman – Ward 43

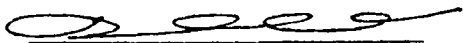
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By: Daniel Frank, Principal, \_\_\_\_\_

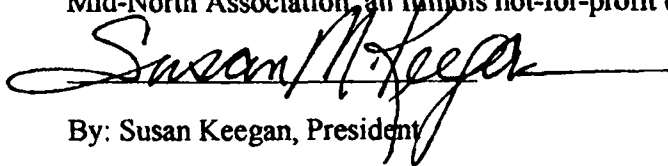
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Lincoln Park United, an Illinois not-for-profit corporation

\_\_\_\_\_

By: Deborah Cohen, President


Mid-North Association, an Illinois not-for-profit corporation

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By: Susan Keegan, President

The Shakespeare Building Corporation, an Illinois corporation

By: Cecile Trop, President 

By: Thomas Silfen, Secretary 

317 W. Belden Condominium Association

\_\_\_\_\_  
By: Robert J. Wiesen,

Webster House tenants

\_\_\_\_\_  
By: Dugan Rosalini, representative

\_\_\_\_\_  
By: The Honorable Michele Smith

Alderman – Ward 43

Commitments acknowledged and agreed to by (signatures may be placed on multiple ages):

Francis W. Parker School, an Illinois not-for-profit corporation

By: Daniel Frank, Principal, \_\_\_\_\_

By: Jonathan Marks, President, Board of Trustees \_\_\_\_\_

Lincoln Park United, an Illinois not-for-profit corporation

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By: Deborah Cohen, President

Mid-North Association, an Illinois not-for-profit corporation

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By: Susan Keegan, President

The Shakespeare Building Corporation, an Illinois corporation

By: Cecile Trop, President \_\_\_\_\_

By: Thomas Silfen, Secretary \_\_\_\_\_

317 West Belden Condominium Association



By: Robert J. Wiesen, Treasurer

Webster House tenants

\_\_\_\_\_  
By: Dugan Rosalini, representative

\_\_\_\_\_  
By: The Honorable Michele Smith

Alderman – Ward 43

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By: Jonathan Marks, President, Board of Trustees \_\_\_\_\_

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By: Deborah Cohen, President

Mid-North Association, an Illinois not-for-profit corporation

\_\_\_\_\_  
By: Susan Keegan, President

The Shakespeare Building Corporation, an Illinois corporation

By: Cecile Trop, President \_\_\_\_\_

By: Thomas Silfen, Secretary \_\_\_\_\_

317 West Belden Condominium Association


\_\_\_\_\_  
By: Robert J. Wiesen, Treasurer

Webster House tenants

By: Jessica Box, representative  \_\_\_\_\_

By: Patricia Kroll, representative  \_\_\_\_\_

By: Dugen Rosalini, representative  \_\_\_\_\_

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By: The Honorable Michele Smith

Alderman – Ward 43