

SECOND AMENDMENT TO
AGREEMENT BETWEEN CENTRAL LAKE VIEW NEIGHBORS
AND ADVOCATE ILLINOIS MASONIC MEDICAL CENTER

THIS DOCUMENT PREPARED BY:

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AFTER RECORDING MAIL TO:

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**SECOND AMENDMENT TO
AGREEMENT BETWEEN CENTRAL LAKE VIEW NEIGHBORS
AND
ADVOCATE ILLINOIS MASONIC MEDICAL CENTER**

THIS SECOND AMENDMENT TO AGREEMENT (the "Second Amendment") made and entered into as of this 13th day of November, 2019, by and between ADVOCATE NORTH SIDE HEALTH NETWORK d/b/a ADVOCATE ILLINOIS MASONIC MEDICAL CENTER, its successors, affiliates, subsidiaries and foundations (hereinafter "AIMMC") and Central Lake View Neighbors (hereinafter "CLVN").

WITNESSETH:

WHEREAS, in February 2012 CLVN and AIMMC entered into an "Agreement between Central Lake View Neighbors and Advocate Illinois Masonic Medical Center" (the "Original Agreement") which was filed with the Cook County Recorder of Deeds on February 10, 2012; and

WHEREAS, in November 2012 CLVN and AIMMC entered into a "First Amendment to Agreement between Central Lake View Neighbors and Advocate Illinois Masonic Medical Center" (the "First Amendment") which was fully executed on November 25, 2012, which is attached hereto as Exhibit A. The First Amendment incorporates and attaches the Original Agreement; and

WHEREAS, AIMMC's plans for construction have continued to evolve since the Original Agreement and the First Amendment were signed and recorded. The Phase 1 plan contemplated in the First Amendment was completed and AIMMC now seeks to add a new parking garage containing approximately 408 parking spaces on the property that is located on the east side of North Sheffield Avenue between West Wellington Avenue and West Nelson Street, which property is not currently within the boundaries of PD50 (the "Parking Garage"); and

WHEREAS, AIMMC submitted to the City of Chicago an application for amendment to PD50 ("APD50") to enable it to add the property on the east side of North Sheffield Avenue between West Wellington Avenue and West Nelson Street to the boundaries of APD50 and to construct the proposed Parking Garage; and

WHEREAS, CLVN and the surrounding property owners conditionally supported the amendment of APD50 as presented, with the understanding that AIMMC agreed and committed to CLVN to meet specific terms as described below; and

WHEREAS, CLVN represents that it is authorized by its members to enter into this Second Amendment on its behalf.

NOW THEREFORE, the parties hereto agree as follows:

1. INCORPORATION OF RECITALS: The recitals described above are incorporated herein and made a part of this Agreement.

2. PRIOR APPROVAL BY CLVN: The First Amendment shall remain in full force and effect with the exception of Section 6 of the First Amendment which shall be stricken and replaced as follows:

AIMMC currently has 1,343 onsite parking spaces and plans to add 408 spaces with a new Sheffield Parking Garage. As a result of PD 50 there was a loss of street parking which occurred on Wilton Ave (22 spaces) Sheffield Ave (8 spaces) Nelson Street (19 spaces) and Wellington Ave (8 spaces) plus the loss of spaces from the removal of a surface parking from the purchase of the land of Inter-American School resulting in 66 lost community parking spaces. AIMMC will provide community residents living in an area bounded by Halsted on the east, Sheffield on the west, Barry on the north, and Wellington on the south the following opportunities for parking in AIMMC parking garages as follows:

a. Upon opening of the Parking Garage, Twenty-Four (24) parking spaces in the Parking Garage, subject to a one-year lease, available 24 hours per day, 7 days per week at the rate of \$200.00 per month for five (5) years. After three (3) years, AIMMC and CLVN will review AIMMC's utilization of the Parking Garage and demand for parking to ensure that AIMMC's projected increase of 1% to 1.5% per year over 10 years (per 2019 KLOA Parking Study) is accurate and will re-evaluate at that time whether the 24 parking spaces can still be accommodated in the Parking Garage or elsewhere in APD50.

b. As of the date of this Second Amendment, no less than Sixty-Six (66) parking spaces, subject to a one-year lease, at a rate of \$125.00 per month, and available during the hours of 5:30 p.m. to 8:00 a.m., Monday through Thursday, Weekends from 5:30 p.m. on Friday through 8:00 a.m. on Monday morning, and the traditional six U.S. Holidays all day (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day) until 8:00 a.m. the next business day. These spaces shall be located in the Halsted Garage, the South Side Wellington Garage, and/or the Parking Garage once it is constructed and depending on capacity.

c. Weekend daily parking passes for \$12.00 per day. These spaces will be available from Friday at 5:30 p.m. until Monday at 8:00 a.m. Three (3) weekend parking passes are available per household per month and must be used by the same vehicle for the duration of the weekend. A maximum of 30 weekend parking passes shall be available each month. These spaces shall be located in the Halsted Garage, the South Side Wellington Garage, and/or the Parking Garage once it is constructed and depending on capacity. After two years, AIMMC and CLVN will review this program to ensure there is sufficient capacity to accommodate.

d. At no time will community parking spaces be moved outside the boundaries of Barry, Wellington, Halsted and Sheffield.

3. FLOOR AREA RATIO (FAR): The floor area ratio and setbacks that appear in the Planned Development Statements and Exhibits, attached hereto as Exhibit B, are controlling for the

development in this project. AIMMC shall not shift FAR from Subarea D to any other Subarea in APD50.

4. TRAFFIC MANAGEMENT:

a. Six (6) months after the Parking Garage is operational and then annually for at least two years thereafter, AIMMC and CLVN shall meet with the Alderman's office to discuss traffic concerns, if any, and to determine reasonable solutions if necessary.

b. AIMMC shall support CLVN's request to the Alderman for "No Standing" signs to be installed along Barry Avenue between Halsted and Sheffield.

c. AIMMC will make a comprehensive effort to monitor the parked cars along Barry to assure people accompanying patients are not sitting parked in their cars rather than parking in the hospital lots. If security identifies anyone who is doing so they will be encourage to move to the hospital parking lot.

d. AIMMC will make a good faith comprehensive effort to reduce on-street parking by its employees and visitors to the hospital.

e. AIMMC will request that CDOT implement a right-turn-only traffic sign on W. Nelson Street going north onto N. Sheffield Avenue.

f. AIMMC will provide a public safety officer to manage and monitor the Sheffield Parking Garage entrance and exit to assist with traffic control coming out of the Parking Garage during peak egress hours of 4:00 p.m. to 6:00 p.m. Monday through Friday. Or, other times, if it becomes necessary should traffic surges occur. AIMMC and CLVN shall reevaluate this six month after the Parking Garage opens and thereafter annually to determine whether a public safety officer or a public traffic manager becomes necessary during peak egress hours at the Parking Garage.

5. LANDSCAPING FOR PARKING GARAGE: AIMMC shall provide landscaping along Sheffield Avenue in accordance with the drawing attached hereto as Exhibit C, subject to approval by the Chicago Department of Transportation and the City of Chicago.

6. LOADING ZONES:

a. AIMMC is requesting a Loading Zone along Sheffield Avenue adjacent to the Parking Garage to accommodate patient loading and unloading into the ground floor physical therapy space. AIMMC agrees that it will restrict the time for the Loading Zone to 7 a.m. to 7 p.m. on days of operation Monday -Saturday so that the Loading Zone on Sheffield is otherwise available to the community for parking.

b. AIMMC is requesting a Loading Zone on the south side of Wellington just west of Mildred Street to accommodate patient loading and unloading into the new building to be constructed at Wellington and Mildred. AIMMC agrees that it will restrict the time for the Loading Zone to 7 a.m.

to 7 p.m. on days of operation Monday – Saturday so that the Loading Zoning on Wellington is otherwise available to the community for parking.

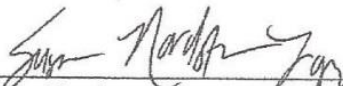
7. **COMMUTER TRANSPORTATION PLAN:** AIMMC either has or will implement the following programs for its employees in an effort to reduce the number of employees commuting to the hospital via vehicle. Transportation programs that should be explored and considered include, but are not limited to:

- a. Annual Surveys to evaluate where employees are commuting from and their method of commuting and to share results with CLVN Representatives.
- b. Pre-tax savings program for public transportation costs.
- c. Installation of a CTA display in the lobby of the hospital.
- d. Programs for promoting shared-ride services and/or carpooling.

8. **REVIEWS OF TERMS AND CONDITIONS:** The terms and conditions of this Agreement may be reviewed by the parties at any time and upon request of AIMMC, CLVN, or the Alderman of the Ward in which the property is located. Any party requesting an amendment to this Agreement must do so in writing and obtain approval in writing by AIMMC, CLVN, and the Alderman of the Ward in which the property is located in order for such amendment to be effective.


9. **CONFLICT:** In the event of any conflict between the terms of this Second Amendment and the terms of the First Amendment and the Original Agreement, then the terms of this Second Amendment shall control.

10. **RECORDING:** At the signing of the agreement AIMMC shall provide CLVN a check in the amount of \$150.00 for the cost of recording this Second Amendment with the Cook County Recorder of Deeds. Check should be made payable to Central Lakeview Neighbors.



Susan Nordstrom Lopez, President
Advocate North Side Health Network
d/b/a Advocate Illinois Masonic Medical Center
836 W. Wellington
Chicago, IL 60657

Date: 11-13-2019



Diann K. Marsalek
President CLVN
1108 W. Wellington
Chicago, IL 60657

Date: 11-24-19

LEGAL DESCRIPTION FOR PROPERTY SUBJECT TO AGREEMENT

Parcel 1:

Lots 1 to 8 in Lockwood's Subdivision of Lot 15 in Noble's Subdivision of Block 4 in Canal Trustees Subdivision of the East ½ of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 1 to 6 in Mitchell's Subdivision of Lot 12 in Nobles Subdivision of block 4 in Canal Trustee Subdivision of the East ½ of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 3:

The North ½ of the West 100 Feet of Lot 11 and the South ½ of the West 50 Feet of Lot 11 (Except Street) in Nobles Subdivision of Block 4 in Canal Trustees Subdivision of the East ½ of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Lots 1 and 2 in Kraemer and Weber's Subdivision of the South ½ of Lots 7 and 8 and (Except the West 50 Feet) of the South ½ of Lot 11 of Canal Trustees Subdivision of the East ½ of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

The North ½ of Vacated West Nelson Street Lying South of and Adjoining Parcels 1, 2, 3, and 4 aforesaid.

PERMANENT INDEX NO.: 14-29-212-002-0000
14-29-212-021-0000

STREET ADDRESS: 919 W. Barry Avenue
Chicago, IL 60657



