



City of Chicago



O2017-1028

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 2/22/2017

Sponsor(s): Taliaferro (29)

Type: Ordinance

Title: Execution of non-exclusive perpetual public way easement agreement with Norwegian Lutheran Bethesda Home Association, also known as Bethesda Home and Retirement Center

Committee(s) Assignment: Committee on Transportation and Public Way

ORDINANCE

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, City, by and through its Department of Transportation ("CDOT"), is the owner of a public alley located parallel to North Nordica Avenue to the west and North Sayre Avenue to the east and is bounded by West George Street to the north, and West Wolfram Street to the south (the "Public Alley") as depicted on Exhibit A; and

WHEREAS, Norwegian Lutheran Bethesda Home Association, a/k/a Bethesda Home and Retirement Center, an Illinois not-for-profit corporation ("Bethesda") is the owner of real property adjacent to the Public Alley ("Adjacent Property") legally described on Exhibit B, which Adjacent Property contains those certain buildings and other improvements (as exist from time to time, collectively, the "Building"); and

WHEREAS, Bethesda desires to use the Public Alley as a point of ingress and egress to the Building, and in connection therewith, Bethesda desires to use a portion of the Adjacent Property (the "Easement Property") to widen the Public Alley and to create an alley easement area ("Alley Easement Area"); and

WHEREAS, City desires that Bethesda construct, repair, replace, and maintain, certain improvements at Bethesda's sole cost and expense, and to CDOT standards ("Alley Improvements") in the Alley Easement Area, including grading and paving, installing curbs, sidewalks, and striping, all and to CDOT standards, all to be located on a site development plan approved by the City, and to be installed and constructed in accordance with construction drawings approved by the City and to CDOT standards; and

WHEREAS, City is seeking a non-exclusive, perpetual easement over, across and upon the Easement Property (the "City Easement") for the sole and exclusive purposes of the passage, from time to time, of vehicles, bicycles and pedestrians, over, across, and upon the Alley Easement Area as the same may from time to time be constructed and maintained for such use for the benefit of the City, as its activities relate to the intended use of the Public Alley, all subject to and in accordance with the terms and conditions set forth in a Non-Exclusive Perpetual Public Way Easement Agreement by and between the City and Bethesda ("Easement Agreement") attached hereto as Exhibit C and made a part hereof; and

WHEREAS, Bethesda is seeking a non-exclusive, perpetual easement over, across and upon the Public Alley, including the Alley Easement Area ("Bethesda Easement"), for the sole and exclusive purposes as follows: (1) the passage, from time to time, of vehicles, bicycles and pedestrians, over, across, and upon the Alley Easement Area as the same may from time to time be constructed and maintained pursuant to the Easement Agreement for such use for the benefit of Bethesda; (2) as a point of ingress and egress to the Adjacent Property and the Building; (3) the construction, maintenance and installation of the Alley Improvement; and (4) as its

activities relate to the intended use of the Public Alley, all subject to and in accordance with the terms and conditions set forth in the Easement Agreement; and

WHEREAS, Bethesda agrees to grant to the City, and the City accepts the City Easement upon the terms and conditions set forth in Easement Agreement; and

WHEREAS, City agrees to grant to Bethesda, and Bethesda accepts the Bethesda Easement upon the terms and conditions set forth in Easement Agreement; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. *The foregoing recitals are hereby incorporated herein and adopted as the findings of the City Council.*

SECTION 2. The Commissioner of the Department of Transportation (the "Commissioner") or a designee of the Commissioner is each hereby authorized, along with the approval of the City's Corporation Counsel as to form and legality, to execute and deliver the Non-Exclusive Perpetual Public Way Easement Agreement by and between the City and Bethesda, in the form attached hereto as **Exhibit C** and made a part hereof, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Non-Exclusive Perpetual Public Way Easement Agreement.

SECTION 3. *If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.*

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

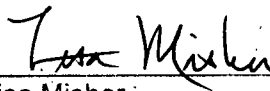
SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Easement approved:

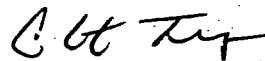


Rebekah Scheinfeld
Commissioner of Transportation

Approved as to form and legality:



Lisa Misher
Chief Corporation Counsel



Honorable Chris Taliaferro
Alderman 29th Ward

EXHIBIT A

**Drawing Depicting Public Alley
(Attached)**

EXHIBIT B

Adjacent Property Legal Description

Parcel 1:

LOTS 3, 4, 5, 11, 12 AND 13 AND THE VACATED ALLEY LYING SOUTH AND ADJOINING SAID LOTS 3, 4 AND 5 AND NORTH OF AND ADJOINING LOTS 11, 12 AND 13 ALL IN JOHN J. RUTHERFORD'S THIRD ADDITION TO MONT CLARE, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:

LOTS 6, 7, 9 AND 10 IN JOHN J. RUTHERFORD'S THIRD ADDITION TO MONT CLARE, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS:

13-30-130-002-0000;
13-30-130-003-0000;
13-30-130-005-0000;
13-30-130-007-0000;
13-30-130-009-0000;
13-30-130-010-0000;
13-30-130-011-0000;
13-30-130-012-0000; and
13-30-130-028-0000

PROPERTY ADDRESSES:

2833 N. Nordica Avenue, Chicago, Illinois 60634 and
7024 W. Wolfram, Chicago, Illinois 60634

EXHIBIT C

Non-Exclusive Perpetual Public Way Easement Agreement

(Attached)

-----Reserved for Recording Data-----

This instrument was prepared by
and after recording return to:

Karen Bielarz
Senior Counsel
Real Estate Division
Department of Law
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602

NON-EXCLUSIVE PERPETUAL
PUBLIC WAY EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered into as of _____, 2017 (the "Effective Date") by and between Norwegian Lutheran Bethesda Home Association, a/k/a Bethesda Home and Retirement Center, an Illinois not-for-profit corporation ("Grantor"), having its principal offices at 2833 North Nordica Avenue, Chicago, Illinois 60632, and the City of Chicago, a municipal corporation and a home rule government ("City"), acting by and through its Department of Transportation ("CDOT"), having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602.

RECITALS

A. The City is the owner of a public alley located parallel to North Nordica Avenue to the west and North Sayre Avenue to the east and is bounded by West George Street to the north, and West Wolfram Street to the south hereinafter referred to as the "Public Alley," as depicted on Exhibit A.

B. Grantor is the owner of real property adjacent to the Public Alley ("Adjacent Property") legally described on Exhibit B, which Adjacent Property contains those certain buildings and other improvements (as exist from time to time, collectively, the "Building").

C. Grantor desires to use the Public Alley as a point of ingress and egress to the Building, and in connection therewith, Grantor desires to use a portion of the Adjacent Property legally described on Exhibit C (the "Easement Property") to widen the

Public Alley and to create the "Alley Easement Area" legally described in Exhibit D, attached hereto and incorporated herein.

D. The City desires that Grantor construct, repair, replace, and maintain, and Grantor has agreed to construct, repair, replace, and maintain, certain improvements at Grantor's sole cost and expense, and to CDOT standards (the "Alley Improvements") in the Alley Easement Area, including grading and paving, installing curbs, sidewalks, and striping, all and to CDOT standards, all to be located generally as shown on Exhibit E and more specifically on a site development plan approved by the City, and to be installed and constructed in accordance with construction drawings approved by the City and to CDOT standards.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND EXHIBITS. The recitals set forth above and the exhibits attached hereto constitute an integral part of this Agreement and are incorporated herein by this reference as the agreement of the parties.

SECTION 2. RECIPROCAL GRANT OF EASEMENT.

(a) Grantor hereby grants the City a non-exclusive, perpetual easement over, across and upon the Easement Property for the sole and exclusive purposes of the passage, from time to time, of vehicles, bicycles and pedestrians, over, across, and upon the Alley Easement Area as the same may from time to time be constructed and maintained hereunder for such use for the benefit of the City, as its activities relate to the intended use of the Public Alley, all subject to and in accordance with the terms and conditions set forth in this Agreement. The City covenants that it shall not construct, install or place any permanent or temporary improvements or structures on the Easement Property during the term of this Agreement.

(i) The easement granted in this Section 2(a) is an easement in gross granted solely in favor of the City.

(ii) Subject to the terms and conditions of this Agreement, Grantor reserves and shall continue to enjoy the use of the Easement Property for any purpose which does not interfere with the easement granted in this Section 2(a), including the right to temporarily locate upon the Easement Property construction equipment and materials used in connection with any construction, maintenance or repairs of any improvements located on the Adjacent Property or the Alley Easement Area, and as a point of ingress and egress to the Building (as further set forth in Section 2(b) below).

(b) The City hereby grants Grantor a non-exclusive, perpetual easement over, across and upon the Public Alley, including the Alley Easement Area, for the sole and exclusive purposes as follows: (1) the passage, from time to time, of vehicles, bicycles and pedestrians, over, across, and upon the Alley Easement Area as the same may from time to time be constructed and maintained hereunder for such use for the benefit of Grantor, (2) as a point of ingress and egress to the Adjacent Property and the Building, (3) the construction, maintenance and installation of the Alley Improvement,

and (4) as its activities relate to the intended use of the Public Alley, all subject to and in accordance with the terms and conditions set forth herein.

SECTION 3. GRANTOR'S CONSTRUCTION AND MAINTENANCE OBLIGATIONS.

(a) Grantor shall design, construct and install to CDOT standards, at its own cost and expense, the Alley Improvements substantially in accordance with the plans attached here as Exhibit E.

(b) Grantor shall be responsible for obtaining approvals and paying for any and all removals, relocations, alterations, additional maintenance and restorations of or to any utility or public service structures or facilities, or any structures or facilities located in or adjacent to the Easement Property which are owned by the City, including pavements, poles and other facilities and utilities, which are or may be necessary or appropriate to facilitate the installation and construction of the Alley Improvements.

(c) Grantor shall secure all necessary permits from the City for the construction and installation of the Alley Improvements.

(d) Grantor shall maintain, repair, and replace, at its sole cost and expense, the Alley Easement Area in good order, condition and repair in a manner consistent with other public alleys in the City. The parties acknowledge and agree that Grantor shall not be responsible for maintaining, repairing or replacing any portion of the Public Alley which is not a part of the Alley Easement Area.

SECTION 4. USES WITHIN THE EASEMENT PROPERTY.

(a) Grantor reserves the right to promulgate reasonable rules and regulations from time to time with respect to the Alley Easement Area, provided that Grantor has obtained the City's prior written consent with respect to any actions that materially adversely affect the Public Alley. Grantor may at its sole discretion control the use of and access to the Easement Property.

(b) Grantor may, with CDOT prior written approval, and from time to time repair, replace, remodel or reconstruct to CDOT standards all or any portion of the Alley Improvements in accordance with its maintenance and repair obligations as set forth in Section 3.

SECTION 5. TERMINATION.

(a) Grantor reserves the right, in Grantor's sole and absolute discretion, to terminate the easement granted in Section 2(a) of this Agreement with sixty (60) days' prior written notice to the City.

(b) The City reserves the right to terminate the easement granted in Section 2(b) of this Agreement: (a) if Grantor fails to construct the Alley Improvements within the Easement Area within two (2) years after the Effective Date; or (b) after installation of the Alley Improvements, Grantor ceases to maintain, repair, and/or replace the Alley Improvements or the Easement Area for a consecutive period of three (3) months, and in any such case, the Grantor shall have a sixty (60) day cure period to remedy such

default from the City's delivery of written notice of same. If the default is not capable of being cured within the sixty day period, then provided the Grantor has commenced to cure the default and is diligently proceeding to cure the default within the sixty day period, and thereafter diligently prosecutes such cure through to completion, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may terminate the easement granted in Section 2(b) of this Agreement.

(c) In the event either party terminates any of the easements granted herein, all easements granted in Section 2 of this Agreement shall terminate. Upon the effective date of any such termination, the parties agree to execute any instrument as may be reasonably required to evidence such termination including, without limitation, a quit claim deed.

SECTION 6. REMOVAL AND RESTORATION. Upon termination of the easements granted by this Agreement, the Grantor, without cost or expense to the City, shall promptly remove the Alley Improvements from the Easement Property and shall restore the public way to CDOT standards to the extent altered or disturbed by the installation, construction, use, operation, inspection, maintenance, repair, replacement or removal of the Alley Improvements, and all work related thereto, to such public alley's condition prior to the Effective Date, under the supervision and to the satisfaction of the Commissioner of CDOT and in accordance with the Municipal Code of Chicago.

SECTION 7. INDEMNIFICATION. Grantor agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City to the extent directly or indirectly caused by Grantor's, or any of its agents, employees, or contractors negligence or willful misconduct with respect to any construction, repairs, or maintenance of the Alley Improvements in the Alley Easement Area. The City may, but shall not be obligated to, tender defense of any claim subject to Grantor's indemnity described herein.

SECTION 8. INSURANCE. The Grantor acknowledges that City is not responsible for the operation, maintenance, repair, and/or replacement of or security of the Alley Easement Area, including the Alley Improvements, and City has no obligations with respect thereto (other than the provision, through the exercise of the City's right to access the Public Alley and the Alley Easement Area).

(a) The Grantor shall procure and maintain, at all times, or shall cause to be procured and maintained, all of the types and coverages of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement with respect to the Alley Improvements and the Alley Easement Area, whether performed by the Grantor or any of its contractors.

(b) The kinds and amounts of insurance required are as follows:

(i) Workers' Compensation and Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide Work under this Agreement.

Employers' liability coverage with limits of not less than One Million Dollars (\$1,000,000) each accident, illness or disease.

(ii) Commercial Liability Insurance (Primary and Umbrella).

Commercial General Liability Insurance, or equivalent, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage liability. All premises and operations, products/completed operations, independent contractors, explosion, collapse, underground, pollution (if commercially available), separation of insureds, defense and contractual liability coverages are to be included. The City is to be named as an additional insured on a primary non-contributory basis for any liability related directly or indirectly to this Agreement.

Contractors performing work for Grantor must maintain limits of not less than \$2,000,000 with the same terms herein.

(iii) Automobile Liability Insurance. (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Grantor provide or cause to be provided, Automobile Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

Contractor performing work for Grantor must maintain limits of not less than \$1,000,000 with the same terms herein.

(c) Additional Requirements

(i) The Grantor must provide and cause any of its contractors to provide the City of Chicago, Department of Transportation, 30 North LaSalle Street, Room 500, Chicago, Illinois 60602-2570, original Certificates of Insurance, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Grantor and contractor is not a waiver by the City of any requirements for the Grantor to obtain and maintain the specified coverages. The Grantor and contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Grantor and contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided.

(ii) Grantor agrees to make commercially reasonable efforts to obtain from its insurers, when and if available in the industry, a certificate providing that such coverage shall not be suspended, voided, canceled, non-renewed, or reduced in scope or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(iii) Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Grantor and/or its contractor.

(iv) The Grantor hereby agrees and will cause its contractors to agree that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

(v) The coverages and limits furnished by Grantor and contractor in no way limit the Grantor's and contractor's liabilities and responsibilities specified within the Agreement or by law.

(v). Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Grantor and contractor under the Agreement.

(vii) The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(viii) If Grantor or contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

(ix) The Grantor must require Grantor's contractor to provide the insurance required herein. Grantor's contractors are subject to the same insurance requirements of Grantor unless otherwise specified in this Agreement.

(x) The City's Risk Management Department maintains the right to modify, delete, alter or change these requirements, provided that the City's Risk Management Department shall provide Grantor with written notice of such modifications, deletions, alterations or changes.

SECTION 9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties as to the easements granted herein. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

SECTION 10. SEVERABILITY. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

SECTION 11. NOTICES. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City: City of Chicago
Department of Transportation
30 North LaSalle Street, 11th Floor
Chicago, Illinois 60602
Attn: Commissioner

With a copy to: City of Chicago
Department of Law
121 North LaSalle Street
Room 600-City Hall
Chicago, Illinois 60602
Attn: Real Estate Division

If to the Grantor: Norwegian Lutheran Bethesda Home
Association
Bethesda Home and Retirement Center
2833 North Nordica Avenue
Chicago, Illinois 60634

With a copy to: Bridget O'Keefe
Daspin & Aument, LLC
227 West Monroe Street, Suite 3500
Chicago, Illinois 60606

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (c) shall be deemed received three business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. Attorneys for the City and Grantor are authorized to give notices for and on behalf of such parties.

SECTION 12. EXECUTED COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument. In the event that any signature is delivered by email delivery of a "pdf" format data file of the scanned original, such signature shall create a valid, binding, and enforceable obligation of the party executing, having the same force and effect as if such "pdf" signature page were an original thereof. Notwithstanding the forgoing, each party shall promptly deliver an original signature of this Agreement for recording purposes

SECTION 13. GOVERNING LAW. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Illinois without regard to its choice of laws.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Transportation

By: _____

Name: _____

Rebekah Scheinfeld

Its: Commissioner

THE NORWEGIAN LUTHERAN BETHESDA HOME ASSOCIATION, an Illinois not-for-profit corporation

By: _____

Name: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rebekah Scheinfeld, personally known to me to be the Commissioner of Transportation of the City of Chicago, an Illinois municipal corporation, 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 being first duly sworn by me acknowledged that as the Commissioner, she signed and delivered the instrument pursuant to authority given by the by the City of Chicago, as her free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2017.

NOTARY PUBLIC

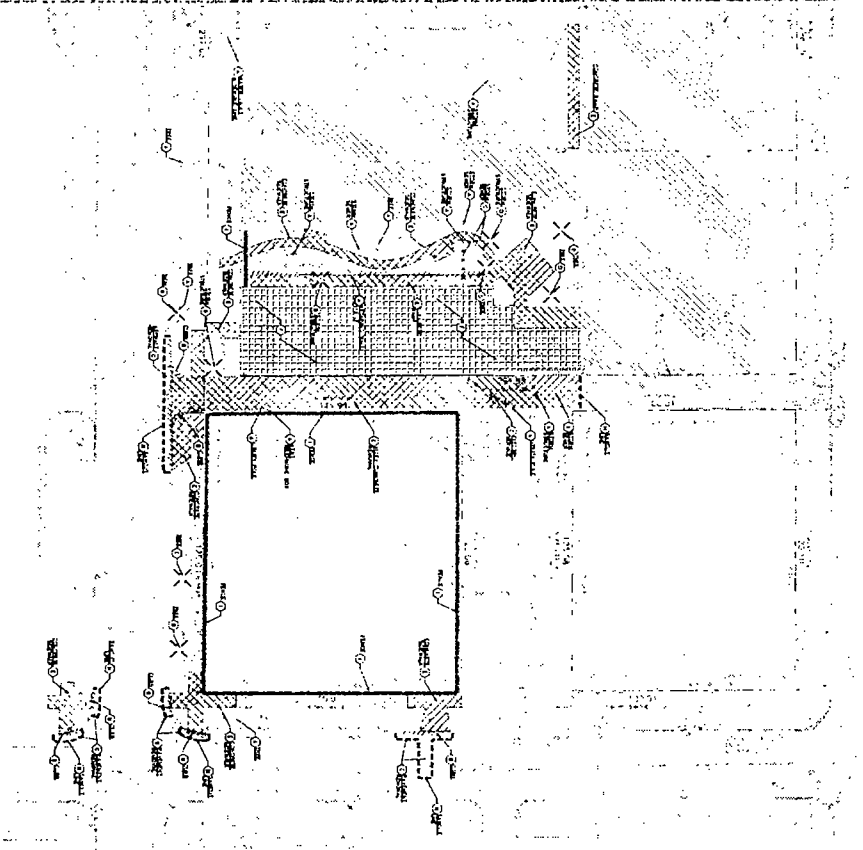
EXHIBIT A

Drawing Depicting Public Alley



DEMOLITION LEGEND

	EXISTING BUILDING FOOTPRINT
	EXISTING WALL
	EXISTING WINDOW
	EXISTING DOOR
	EXISTING ROOF EDGE
	EXISTING CORNER
	EXISTING CORNER CUT-OFF
	EXISTING ROOF EDGE CUT-OFF
	EXISTING ROOF EDGE CUT-OFF



DEMOLITION NOTES

THE EXISTING BUILDING FOOTPRINT IS SHOWN WITH A THICK BLACK LINE. THE DEMOLITION LINE IS SHOWN WITH A DASHED LINE. THE DEMOLITION LINE IS SHOWN WITH A DASHED LINE. THE DEMOLITION LINE IS SHOWN WITH A DASHED LINE.

DEMOLITION NOTES

EXISTING UTILITY DATA IS SHOWN WITH DASHED LINES AND LABELS. THE DEMOLITION LINE IS SHOWN WITH A DASHED LINE. THE DEMOLITION LINE IS SHOWN WITH A DASHED LINE. THE DEMOLITION LINE IS SHOWN WITH A DASHED LINE.

EXISTING UTILITY DATA (FROM SURVEY)

UTILITY	DEPTH	LOCATION
GAS	18"	...
ELECTRIC	24"	...
WATER	30"	...
...

BETHESDA HOME & RETIREMENT COMMUNITY

Kimley-Horn

DEMOLITION PLAN

C20

EXHIBIT B

Adjacent Property Legal Description

Parcel 1:

LOTS 3, 4, 5, 11, 12 AND 13 AND THE VACATED ALLEY LYING SOUTH AND ADJOINING SAID LOTS 3, 4 AND 5 AND NORTH OF AND ADJOINING LOTS 11, 12 AND 13 ALL IN JOHN J. RUTHERFORD'S THIRD ADDITION TO MONT CLARE, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:

LOTS 6, 7, 9 AND 10 IN JOHN J. RUTHERFORD'S THIRD ADDITION TO MONT CLARE, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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13-30-130-010-0000;
13-30-130-011-0000;
13-30-130-012-0000; and
13-30-130-028-0000

PROPERTY ADDRESSES:

2833 N. Nordica Avenue, Chicago, Illinois 60634 and
7024 W. Wolfram, Chicago, Illinois 60634

EXHIBIT C

Easement Property Legal Description

THE SOUTH 65 FEET OF THE EAST 9 FEET OF LOT 11 IN JOHN J. RUTHERFORD'S 3RD ADDITION TO MONT CLARE IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

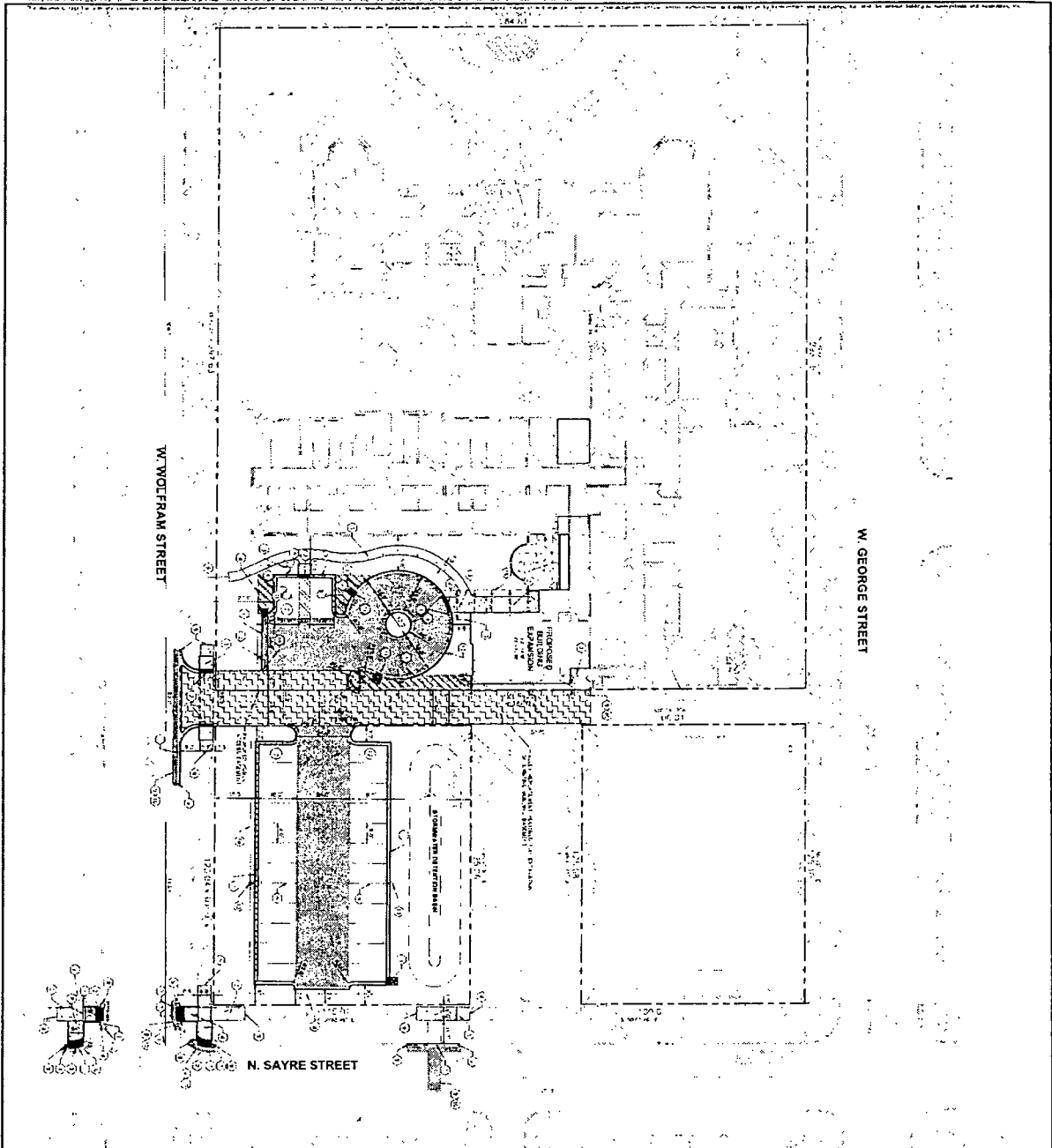
EXHIBIT D

Alley Easement Area

THE SOUTH 65 FEET OF THE 16 FOOT WIDE PUBLIC ALLEY LYING NORTH OF A STRAIGHT LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 10 TO THE SOUTHEAST CORNER OF LOT 11, LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 9 AND 10, AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 11, ALL IN JOHN J. RUTHERFORD'S 3RD ADDITION TO MONT CLARE IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT E

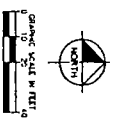
Alley Improvements



W. WOLFGRAM STREET

W. GEORGE STREET

N. SAYRE STREET



KEY NOTES

- 1) PAVING AND CURBING SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE DISTRICT OF COLUMBIA, SECTION 110-01, AND THE DISTRICT OF COLUMBIA PAVING AND CURBING MANUAL (2008 EDITION).
- 2) PAVING SHALL BE CONCRETE WITH 2% AIR ENTRAINMENT AND 3% WET CURING COMPASS FOR 28 DAYS.
- 3) CEMENT SHALL BE TYPE I AND SHALL BE TESTED FOR 28-DAY STRENGTH.
- 4) ALL PAVING SHALL BE FINISHED WITH A BRUSHED SURFACE.
- 5) CURB SHALL BE 4 INCHES HIGH AND 6 INCHES WIDE.
- 6) ALL CURB SHALL BE FINISHED WITH A BRUSHED SURFACE.
- 7) ALL CURB SHALL BE TESTED FOR 28-DAY STRENGTH.
- 8) ALL CURB SHALL BE FINISHED WITH A BRUSHED SURFACE.
- 9) ALL CURB SHALL BE TESTED FOR 28-DAY STRENGTH.
- 10) ALL CURB SHALL BE FINISHED WITH A BRUSHED SURFACE.
- 11) ALL CURB SHALL BE TESTED FOR 28-DAY STRENGTH.
- 12) ALL CURB SHALL BE FINISHED WITH A BRUSHED SURFACE.
- 13) ALL CURB SHALL BE TESTED FOR 28-DAY STRENGTH.
- 14) ALL CURB SHALL BE FINISHED WITH A BRUSHED SURFACE.
- 15) ALL CURB SHALL BE TESTED FOR 28-DAY STRENGTH.

PAVING AND CURB LEGEND

	CONCRETE PAVING (4 INCHES THICK)
	ASPHALT PAVING (4 INCHES THICK)
	CONCRETE CURB (4 INCHES HIGH)
	ASPHALT CURB (4 INCHES HIGH)
	CONCRETE EXPANSION JOINT
	ASPHALT EXPANSION JOINT
	CONCRETE KEYHOLE
	ASPHALT KEYHOLE

SITE DATA TABLE		
GENERAL CONTRACTOR	NAME	
ARCHITECT	NAME	
ENGINEER	NAME	
DATE		
PROJECT	BETHESDA HOME & RETIREMENT COMMUNITY	
SHEET	SITE LAYOUT AND PAVING PLAN	

Kimley Horn



C3.0

BETHESDA HOME & RETIREMENT COMMUNITY
 SITE LAYOUT AND PAVING PLAN
 SHEET C3.0

W WOLFRAM STREET

RESIDENTIAL BUILDING
 1000 WOLFRAM STREET
 WASHINGTON, DC 20007

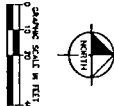
EMERGENCY EXIT ROUTE

N. SAYRE STREET



LEGEND

- LETTER CALLOUT
- EMERGENCY EXIT ROUTE
- EXIT
- EXIT
- EMERGENCY EXIT ROUTE
- EMERGENCY EXIT ROUTE
- EMERGENCY EXIT ROUTE



OPERATION AND MAINTENANCE PLAN OWNER'S CERTIFICATION STATEMENT

I, the undersigned, as the owner of the building, hereby certify that the information provided in this plan is true and correct to the best of my knowledge and belief, and that I have read and understand the contents of this plan, and that I have approved the same for the purposes stated herein.

Signature: _____
 Title: _____
 Date: _____

REVISIONS

NO.	DATE	DESCRIPTION
1	01-15-15	ISSUED FOR PERMITS
2	02-15-15	ISSUED FOR PERMITS
3	03-15-15	ISSUED FOR PERMITS
4	04-15-15	ISSUED FOR PERMITS

INSURING OPERATIONS AND MAINTENANCE EQUIPMENT

1. The owner shall insure the equipment and materials used in the performance of the work under this contract.
2. The owner shall insure the equipment and materials used in the performance of the work under this contract.
3. The owner shall insure the equipment and materials used in the performance of the work under this contract.
4. The owner shall insure the equipment and materials used in the performance of the work under this contract.
5. The owner shall insure the equipment and materials used in the performance of the work under this contract.
6. The owner shall insure the equipment and materials used in the performance of the work under this contract.
7. The owner shall insure the equipment and materials used in the performance of the work under this contract.
8. The owner shall insure the equipment and materials used in the performance of the work under this contract.
9. The owner shall insure the equipment and materials used in the performance of the work under this contract.
10. The owner shall insure the equipment and materials used in the performance of the work under this contract.

OPERATION AND MAINTENANCE ACTIVITY SCHEDULE

The work shall be performed in accordance with the following schedule:

ACTIVITY	START DATE	END DATE
Site Preparation	01-15-15	02-15-15
Foundation	02-15-15	03-15-15
Framing	03-15-15	04-15-15
Roofing	04-15-15	05-15-15
Interior Finishes	05-15-15	06-15-15
Exterior Finishes	06-15-15	07-15-15
Final Inspection	07-15-15	08-15-15

EMPLOYEE TRAINING

The contractor shall provide training for all employees performing the work under this contract. The training shall include:

- Safety training
- Quality control
- Communication
- Problem solving
- Teamwork

OPERATION AND MAINTENANCE CONTACT

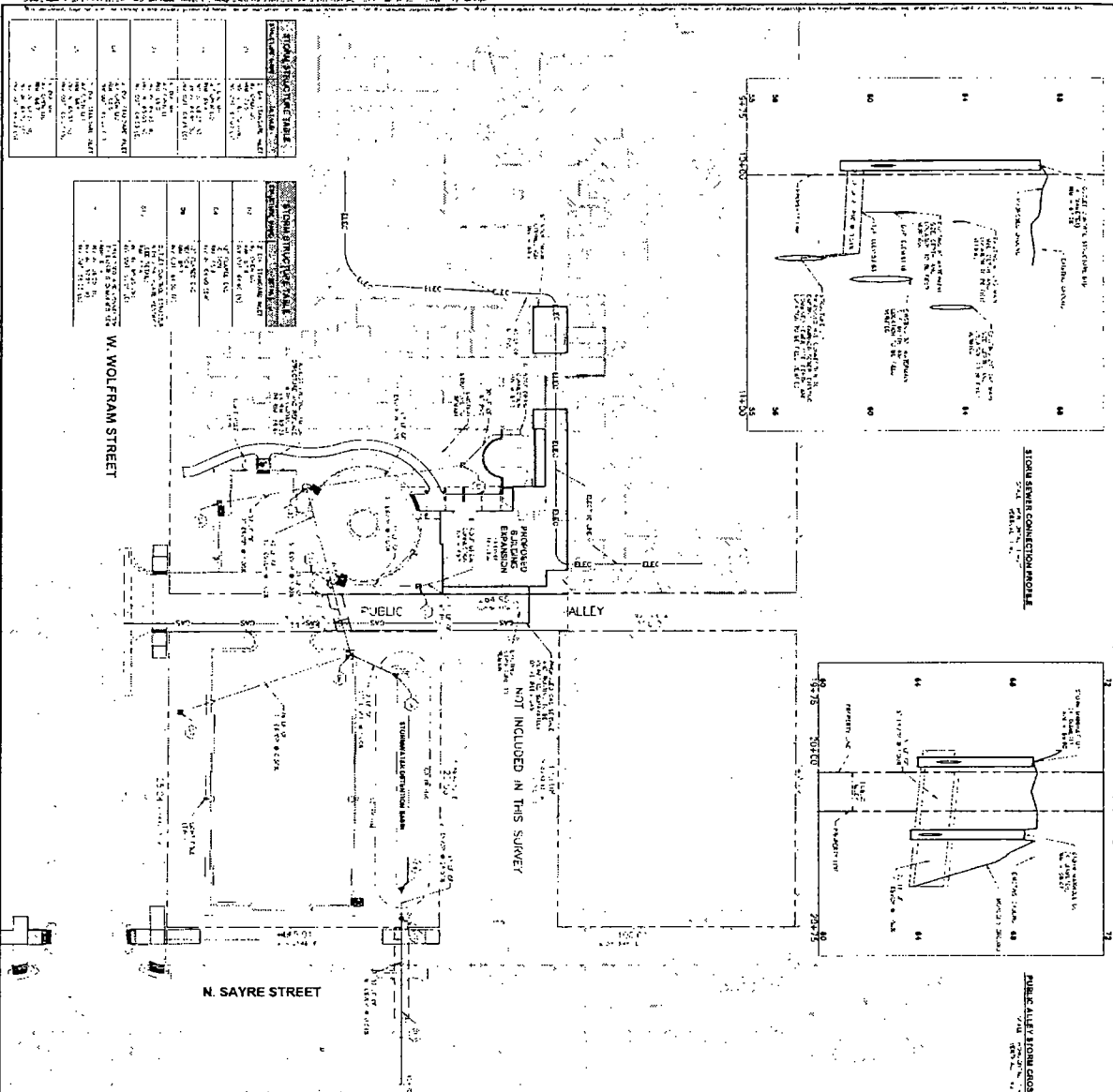
The contractor shall maintain contact with the owner throughout the project. The contact shall include:

- Regular meetings
- Written reports
- Prompt responses to requests
- Clear communication
- Professional conduct



Kimley-Horn
 7000 Wisconsin Avenue, Suite 1000
 Bethesda, MD 20814
 Phone: 301-718-1500
 Fax: 301-718-1501
 Email: info@kimley-horn.com

NO.	DATE	DESCRIPTION
1	01-15-15	ISSUED FOR PERMITS
2	02-15-15	ISSUED FOR PERMITS
3	03-15-15	ISSUED FOR PERMITS
4	04-15-15	ISSUED FOR PERMITS



PROJECT INFORMATION
 744-7000
 744-7000

GRAPHIC SCALE IN FEET
 0 10 20 30 40 50
 NORTH

GENERAL UTILITY NOTES

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
2. THE LOCATION AND DEPTH OF UTILITIES SHOWN ARE APPROXIMATE.
3. THE LOCATION AND DEPTH OF UTILITIES SHOWN ARE APPROXIMATE.
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10. THE LOCATION AND DEPTH OF UTILITIES SHOWN ARE APPROXIMATE.

UTILITY LEGEND

1" WATER MAIN
 6" WATER MAIN
 12" WATER MAIN
 18" WATER MAIN
 24" WATER MAIN
 30" WATER MAIN
 36" WATER MAIN
 42" WATER MAIN
 48" WATER MAIN
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 690" WATER MAIN
 696" WATER MAIN
 702" WATER MAIN
 708" WATER MAIN
 714" WATER MAIN
 720" WATER MAIN
 726" WATER MAIN
 732" WATER MAIN
 738" WATER MAIN
 744" WATER MAIN
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 786" WATER MAIN
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 804" WATER MAIN
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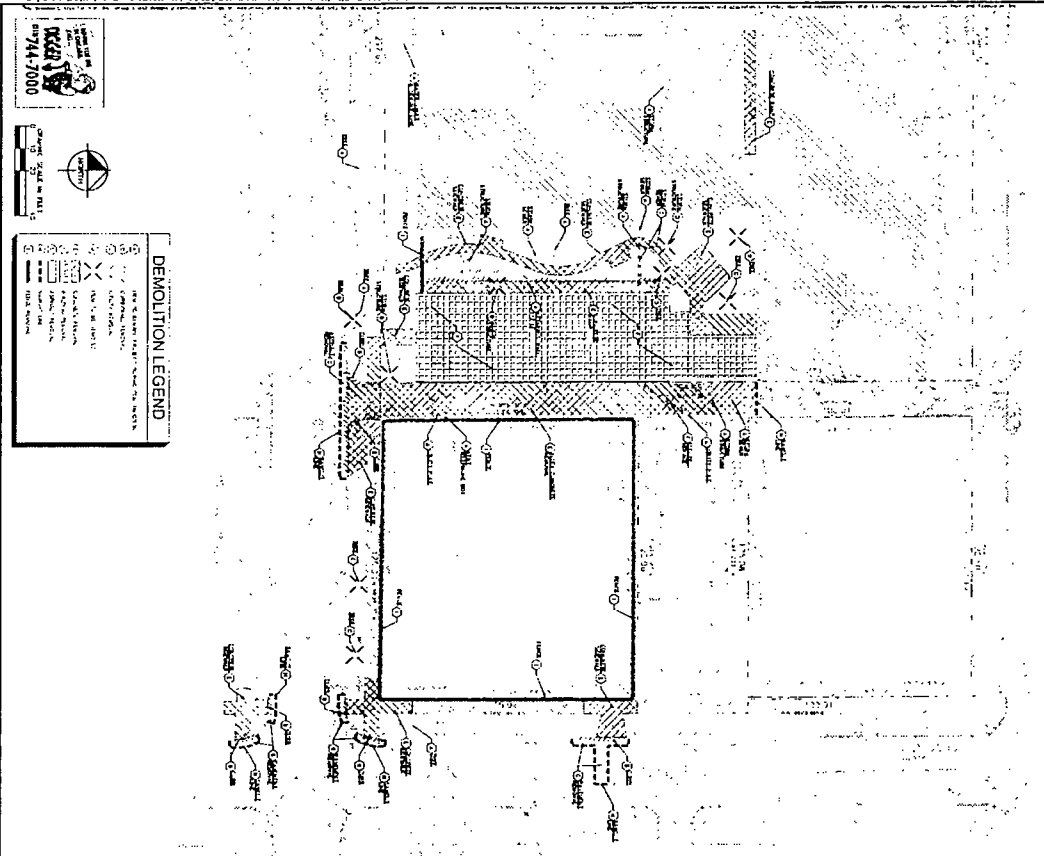
BETHESDA HOME & RETIREMENT COMMUNITY

SITE UTILITY PLAN

C5.0

Kimley Horn

DATE: 11/14/2013
 BY: J. HORN
 CHECKED BY: J. HORN
 DESIGNED BY: J. HORN
 DRAWN BY: J. HORN
 SCALE: AS SHOWN
 SHEET NO. C5.0



(Symbol)	DEMOLITION
(Symbol)	EXISTING
(Symbol)	PROPOSED
(Symbol)	ADJACENT PROPERTY
(Symbol)	UTILITY
(Symbol)	PROPERTY LINE
(Symbol)	STREET
(Symbol)	RAILROAD
(Symbol)	WATER
(Symbol)	SEWER
(Symbol)	GAS
(Symbol)	ELECTRIC
(Symbol)	TELEPHONE
(Symbol)	TELEVISION
(Symbol)	CABLE

DEMOLITION NOTES

1. ALL DEMOLITION SHALL BE ACCORDING TO THE CITY OF BETHESDA DEMOLITION ORDINANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING A DEMOLITION LICENSE FROM THE CITY OF BETHESDA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A DEMOLITION LICENSE FROM THE CITY OF BETHESDA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A DEMOLITION LICENSE FROM THE CITY OF BETHESDA.

DEMOLITION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING A DEMOLITION LICENSE FROM THE CITY OF BETHESDA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A DEMOLITION LICENSE FROM THE CITY OF BETHESDA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A DEMOLITION LICENSE FROM THE CITY OF BETHESDA.

EXISTING UTILITY DATA (FROM SURVEY)

UTILITY	DEPTH (FEET)	LOCATION	STATUS
WATER	3.0	10+00 TO 15+00	EXISTING
SEWER	5.0	10+00 TO 15+00	EXISTING
GAS	3.0	10+00 TO 15+00	EXISTING
ELECTRIC	2.0	10+00 TO 15+00	EXISTING
TELEPHONE	2.0	10+00 TO 15+00	EXISTING
TELEVISION	2.0	10+00 TO 15+00	EXISTING
CABLE	2.0	10+00 TO 15+00	EXISTING

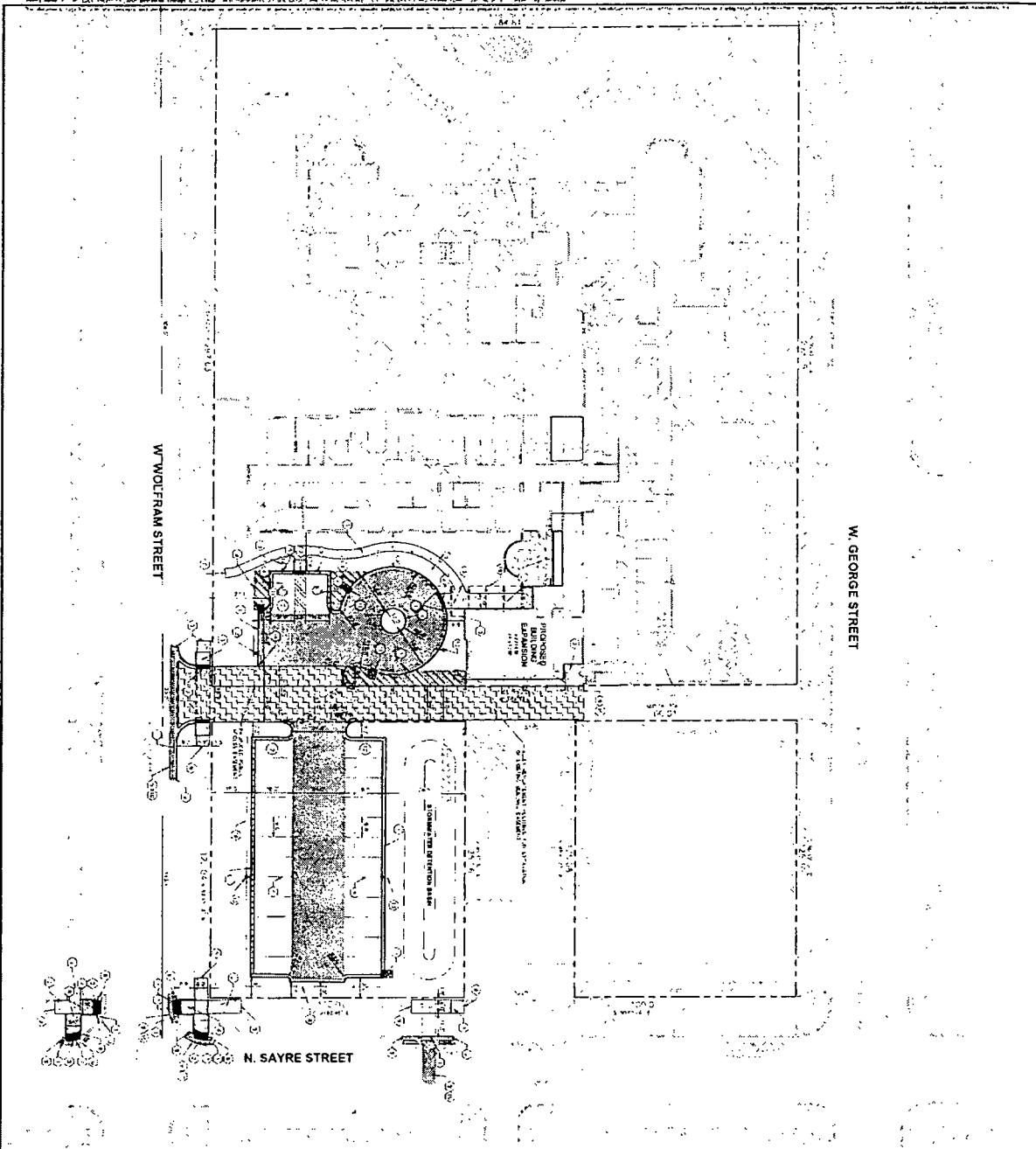
BETHESDA HOME & RETIREMENT COMMUNITY
 2000 WOODBURY DRIVE, BETHESDA, MD 20814
 PROJECT NO. 00-00000000
DEMOLITION PLAN



Kimley-Horn
 1000 WOODBURY DRIVE, BETHESDA, MD 20814
 (301) 410-0000
 WWW.KIMLEY-HORN.COM

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	11/11/11	[Signature]	[Signature]
2	REVISED PER CITY COMMENTS	11/11/11	[Signature]	[Signature]
3	REVISED PER CITY COMMENTS	11/11/11	[Signature]	[Signature]
4	REVISED PER CITY COMMENTS	11/11/11	[Signature]	[Signature]

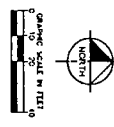
C2.0



W. GEORGE STREET

W. WOLFGRAM STREET

N. SAYRE STREET



KEY NOTES

- 1) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 2) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 3) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 4) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 5) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
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- 10) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 11) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 12) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 13) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 14) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 15) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 16) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 17) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 18) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 19) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 20) ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

PAVING AND CURB LEGEND

1. 4" CONCRET SLAB ON 4" SAND

2. 4" CONCRET SLAB ON 4" SAND

3. 4" CONCRET SLAB ON 4" SAND

4. 4" CONCRET SLAB ON 4" SAND

5. 4" CONCRET SLAB ON 4" SAND

6. 4" CONCRET SLAB ON 4" SAND

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14. 4" CONCRET SLAB ON 4" SAND

15. 4" CONCRET SLAB ON 4" SAND

16. 4" CONCRET SLAB ON 4" SAND

17. 4" CONCRET SLAB ON 4" SAND

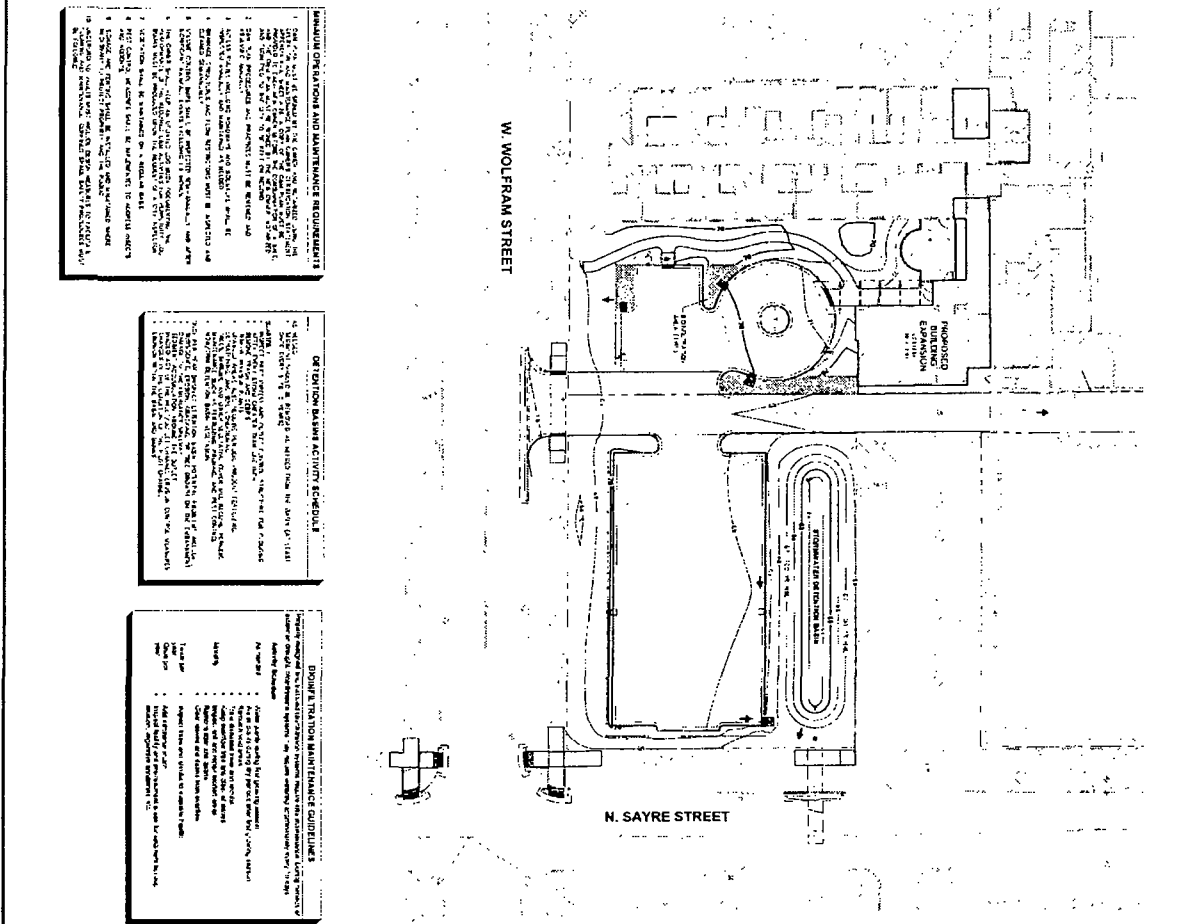
18. 4" CONCRET SLAB ON 4" SAND

19. 4" CONCRET SLAB ON 4" SAND

20. 4" CONCRET SLAB ON 4" SAND

PILE DATA TABLE

PILE NO.	PILE TYPE	PILE LENGTH (FT)	PILE DIA. (IN)	PILE CAP. (KIP)
1	1	10	12	100
2	1	10	12	100
3	1	10	12	100
4	1	10	12	100
5	1	10	12	100
6	1	10	12	100
7	1	10	12	100
8	1	10	12	100
9	1	10	12	100
10	1	10	12	100
11	1	10	12	100
12	1	10	12	100
13	1	10	12	100
14	1	10	12	100
15	1	10	12	100
16	1	10	12	100
17	1	10	12	100
18	1	10	12	100
19	1	10	12	100
20	1	10	12	100



MINIMUM OPERATIONS AND MAINTENANCE REQUIREMENTS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.

OPERATIONS AND MAINTENANCE GUIDELINES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.

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5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.

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9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.

OPERATIONS AND MAINTENANCE GUIDELINES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.

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3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.

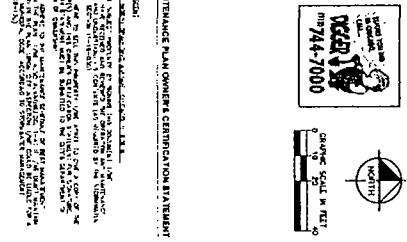
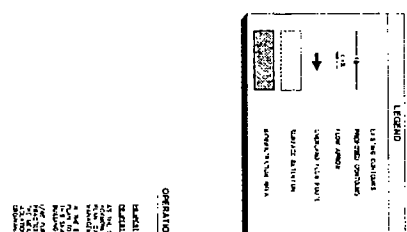
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.

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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.



OPERATIONS AND MAINTENANCE PLAN OWNER'S CERTIFICATION STATEMENT

I, the undersigned, hereby certify that the information provided in this plan is true and correct to the best of my knowledge and belief.

DATE: _____

SIGNATURE: _____

TITLE: _____

EMPLOYEE TRAINING

The contractor shall provide training for all employees involved in the project. The training shall include safety, quality control, and communication. The contractor shall provide a training schedule to the project manager.

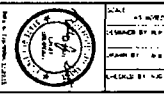
CONTRACTOR'S SITE CONTACT

The contractor shall designate a site contact person who will be responsible for all communication between the contractor and the project manager. The site contact person shall be available during all working hours.

BETHESDA HOME & RETIREMENT COMMUNITY

OPERATIONS AND MAINTENANCE PLAN

CS 2

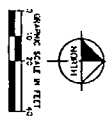


Kimley-Horn

INCORPORATED IN MARYLAND

1000

NO.	REVISION	DATE
1	ISSUE FOR BIDDING	05-11-15
2	NO CHANGES	05-11-15
3	NO CHANGES	05-11-15
4	NO CHANGES	05-11-15



UTILITY NOTES

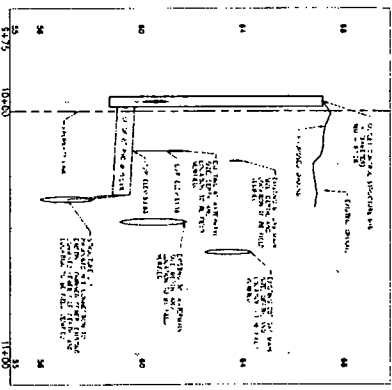
GENERAL UTILITY NOTES
 1. ALL UTILITY LOCATIONS SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. THE EXACT LOCATION AND DEPTH OF UTILITIES SHALL BE VERIFIED BY FIELD SURVEY PRIOR TO CONSTRUCTION.
 2. UTILITIES SHOWN WITH A "C" SYMBOL ARE CONCEPTUAL LOCATIONS ONLY. FIELD VERIFICATION IS REQUIRED.
 3. UTILITIES SHOWN WITH A "D" SYMBOL ARE TO BE DELETED OR RELOCATED.
 4. UTILITIES SHOWN WITH A "P" SYMBOL ARE TO BE PROTECTED.
 5. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC), THE INTERNATIONAL PIPELINE CODE (IPC), AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
 6. ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 18" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
 7. ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 10' FROM ADJACENT PROPERTY LINES UNLESS OTHERWISE SPECIFIED.
 8. ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 5' FROM CURBS AND WALKWAYS UNLESS OTHERWISE SPECIFIED.
 9. ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 3' FROM DRIVEWAYS UNLESS OTHERWISE SPECIFIED.
 10. ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 1' FROM FOUNDATION WALLS UNLESS OTHERWISE SPECIFIED.
 11. ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 6" FROM FOUNDATION WALLS UNLESS OTHERWISE SPECIFIED.
 12. ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 2" FROM FOUNDATION WALLS UNLESS OTHERWISE SPECIFIED.
 13. ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 1" FROM FOUNDATION WALLS UNLESS OTHERWISE SPECIFIED.
 14. ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 1/2" FROM FOUNDATION WALLS UNLESS OTHERWISE SPECIFIED.
 15. ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 1/4" FROM FOUNDATION WALLS UNLESS OTHERWISE SPECIFIED.

UTILITY LEGEND

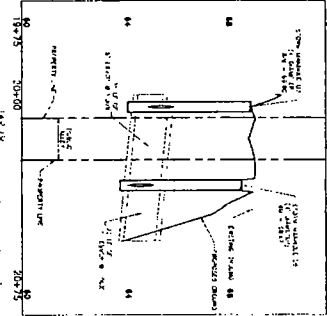
1" ELECTRICAL	1" ELECTRIC
2" WATER	2" WATER
4" WATER	4" WATER
6" WATER	6" WATER
8" WATER	8" WATER
12" WATER	12" WATER
18" WATER	18" WATER
24" WATER	24" WATER
30" WATER	30" WATER
36" WATER	36" WATER
42" WATER	42" WATER
48" WATER	48" WATER
54" WATER	54" WATER
60" WATER	60" WATER
66" WATER	66" WATER
72" WATER	72" WATER
78" WATER	78" WATER
84" WATER	84" WATER
90" WATER	90" WATER
96" WATER	96" WATER
102" WATER	102" WATER
108" WATER	108" WATER
114" WATER	114" WATER
120" WATER	120" WATER
126" WATER	126" WATER
132" WATER	132" WATER
138" WATER	138" WATER
144" WATER	144" WATER
150" WATER	150" WATER

WATER SERVICE FROM PUBLIC MAIN

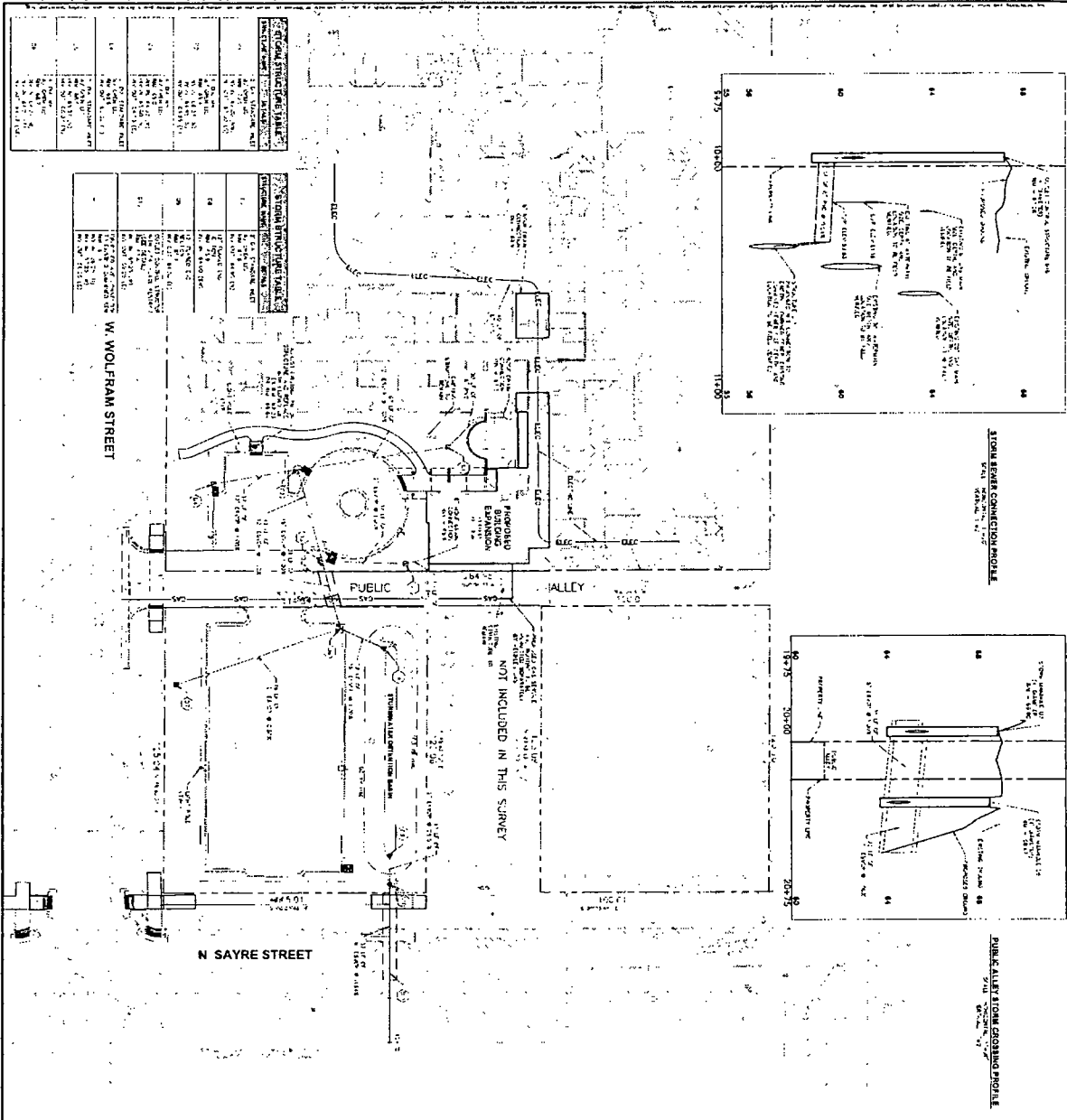
SEWER CONNECTION PROFILE



PUMP & ALERT SEWER CROSSING PROFILE



NOT INCLUDED IN THIS SURVEY



PROPOSED SEWER SYSTEM

1	12" DIA. (300) S.W. PIPE	500'	12" DIA. (300) S.W. PIPE
2	18" DIA. (450) S.W. PIPE	250'	18" DIA. (450) S.W. PIPE
3	24" DIA. (600) S.W. PIPE	150'	24" DIA. (600) S.W. PIPE
4	30" DIA. (750) S.W. PIPE	100'	30" DIA. (750) S.W. PIPE
5	36" DIA. (900) S.W. PIPE	50'	36" DIA. (900) S.W. PIPE
6	42" DIA. (1050) S.W. PIPE	30'	42" DIA. (1050) S.W. PIPE
7	48" DIA. (1200) S.W. PIPE	15'	48" DIA. (1200) S.W. PIPE
8	54" DIA. (1350) S.W. PIPE	10'	54" DIA. (1350) S.W. PIPE
9	60" DIA. (1500) S.W. PIPE	5'	60" DIA. (1500) S.W. PIPE
10	66" DIA. (1650) S.W. PIPE	3'	66" DIA. (1650) S.W. PIPE
11	72" DIA. (1800) S.W. PIPE	2'	72" DIA. (1800) S.W. PIPE
12	78" DIA. (1950) S.W. PIPE	1'	78" DIA. (1950) S.W. PIPE
13	84" DIA. (2100) S.W. PIPE	1'	84" DIA. (2100) S.W. PIPE
14	90" DIA. (2250) S.W. PIPE	1'	90" DIA. (2250) S.W. PIPE
15	96" DIA. (2400) S.W. PIPE	1'	96" DIA. (2400) S.W. PIPE
16	102" DIA. (2550) S.W. PIPE	1'	102" DIA. (2550) S.W. PIPE
17	108" DIA. (2700) S.W. PIPE	1'	108" DIA. (2700) S.W. PIPE
18	114" DIA. (2850) S.W. PIPE	1'	114" DIA. (2850) S.W. PIPE
19	120" DIA. (3000) S.W. PIPE	1'	120" DIA. (3000) S.W. PIPE

BETHESDA HOME & RETIREMENT COMMUNITY

SITE UTILITY PLAN

Kimley Horn

DATE	BY	CHKD.	APP'D.
08/15/2012	J.E. HORN	J.E. HORN	J.E. HORN

NO. OF SHEETS	DATE	BY	CHKD.	APP'D.
1	08/15/2012	J.E. HORN	J.E. HORN	J.E. HORN

SCALE: AS SHOWN

C50

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I – GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Norwegian Lutheran Bethesda Home Association

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____

OR

3. a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 2833 N. Nordica Avenue

Chicago, IL 60634

C. Telephone: 773-836-3201 Fax: _____ Email: jboggess@bethesdahome.com

D. Name of contact person: Julie Boggess

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Seeking approval of easements governing use of the alley located adjacent to 2833 N. Nordica Avenue in Chicago, Illinois

G. Which City agency or department is requesting this EDS? Chicago Department of Transportation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input checked="" type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |
-

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name

Title

See Attachment A

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
None		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this BDS is signed?

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
Daspin & Aument LLP	300 S. Wacker Drive, #2200, Chicago, IL 60606	Attorney	Estimated \$3,000

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

Disclosing Party makes the above certifications to the best of its knowledge.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

N/A

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

x 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS N/A

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question 1. or 2. above, please provide an explanation:

**SECTION VII – ACKNOWLEDGMENTS, CONTRACT INCORPORATION,
COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and-complete as of the date furnished to the City.

Norwegian Lutheran Bethesda Home Association
(Print or type name of Disclosing Party)

By: Julie Bogess
(Sign here)

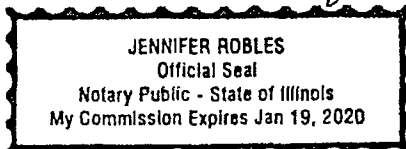
Julie Bogess
(Print or type name of person signing)

Chief Executive Officer
(Print or type title of person signing)

Signed and sworn to before me on (date) February 13, 2017
at COOK County, Illinois (state).

Jennifer Robles Notary Public.

Commission expires: January 19, 2020



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

Yes

No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

Yes

No

Not Applicable

3. If yes to (1) or (2) above, please identify below the name of the person or legal entity identified as a building code scofflaw or problem landlord and the address of the building or buildings to which the pertinent code violations apply.

FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.

EXHIBIT A

Name	Address	City	State	Zip	Home	Mobile	E-mail
<u>Association Board</u>							
Dirk Danker, Chair	217 S Lombard	Oak Park	IL	60302	708 383-7341	312 425-7652	dwdanker@NHDKMP.com
Howard Hamilton, Vice Chair	600 North Lakeshore Drive # 1205	Chicago	IL	60611		708 267-1198	foxfounder@ameritech.net
MaryBeth Buschmann, Secretary	943 Monroe Ave.	River Forest	IL	60305	708 771-8478	312 802-5493	mary1942@sbcglobal.net
Suzanne Venema	419 N Eastwood	Mount Prospect	IL	60056	224 545-7820	847 563-0006	Svenema@5SSL.com
Chandler Barnes	1036 Superior St.	Oak Park	IL	60302	708 383-3959	708 788-9100	csbr5@comcast.net
Mary Rasmusson	821 Lake St. #3S	Oak Park	IL	60301	708 524 8713		mrasmusson2@gmail.com
Laverne Schwartz	24 LeMoyne Parkway	Oak Park	IL	60302	708 386 2118		lyschwartz37@aol.com
Ruth Reko	1020 N. Harlem 5F	River Forest	IL	60635	773 610 5101		rrcko426@gmail.com
Nan Brouillette	7315 Holley Court	River Forest	IL	60305	773 366 2845		nanbrouillett@gmail.com
Elsa Jacobson	PO Box 477031		IL	60647		773 255-5858	elsa_jacobson@hotmail.com