

Meeting Date: Sponsor(s): Type: Title: Committee(s) Assignment:

# City of Chicago

# Office of the City Clerk

# **Document Tracking Sheet**

Misc. Transmittal

St - App No. 20478

Zoning Reclassification Map No. 1-G at 1330-1364 W

Washington Blvd/100-138 N Ada St/1349-1389 W Randolph

Committee on Zoning, Landmarks and Building Standards

9/9/2020

Ordinance



O2020-4562

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#20478 INTRO DATE SEPT 9,2020

#### **ORDINANCE**

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby

amended by changing all C1-3 Neighborhood Commercial District symbols and indications as shown on Map No. 1-G in the area bounded by

West Randolph Street; North Ada Street; West Washington Boulevard; A line 486.65 feet west of and parallel to North Ada Street; A line 190.78 feet north of and parallel to West Washington Boulevard running west for 161.91 feet to the public alley next and west of vacated North Loomis Street; the vacated public alley next and west of vacated North Loomis Street; the vacated public alley next and west of vacated North Loomis Street; aller and then running 24.94 feet to the westerly point; a line 96.08 feet south of and parallel to West Randolph Street; A line 566.71 feet west of and parallel to North Ada Street to the point of beginning.

to those of a DX-3 Downtown Mixed-Use District.

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SECTION 2. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby

amended by changing all DX-3 Downton Mixed-Use District symbols and indications as shown on Map No. 1-G in the area bounded by

West Randolph Street; North Ada Street; West Washington Boulevard; A line 486.65 feet west of and parallel to North Ada Street; A line 190.78 feet north of and parallel to West Washington Boulevard running west for 161.91 feet to the public alley next and west of vacated North Loomis Street; the vacated public alley next and west of vacated North Loomis street running 63.89 feet along the east line and then running 24.94 feet to the westerly point; a line 96.08 feet south of and parallel to West Randolph Street; A line 566.71 feet west of and parallel to North Ada Street to the point of beginning.

to those of a Planned Development

SECTION 3: This ordinance shall be in force and effect from and after its passage and due publication.

Common Address of Property:

1330-1364 W. Washington100-138 N Ada/1349-1389 W Randolph

# **PROJECT NARRATIVE**

The Applicants Chicago Journeyman Plumber Local 130, UA and Chicago Title and Trust Company Land Trust Number 15408 dated September 10, 1925 are the record owners of the property located at 1330-1364 W Washington, 100-138 N Ada, 1349-1389 W Randolph (the "Property"). The Applicant seeks to amend the zoning for the Property from a C1-3 Neighborhood Commercial District to allow for the construction of a seven-story parking garage along Randolph Street (the "Randolph Building") and a six-story office building at along Ada Street (the "Ada Building"). The Property also includes a two-story auditorium (the "Auditorium") that will be included in the planned development; however, the Auditorium will remain as existing with the same use. The planned development is mandatory under Section 17-8-0503-C due to its 630 proposed parking spaces.

The site is a transit served location with close proximity to a bus stop located at Ashland Street and Madison Street. The site is currently utilized by the owner as 249 surface parking spaces with a two-story auditorium and office building.

Located in Subarea A, the Randolph Building will be a seven-story structure measuring 85 feet in height. At the ground level, the Randolph Building will contain 14,726 square feet of commercial space at the ground level with indoor parking spaces and storage. The Randolph Building will include 502 indoor parking spaces on the second through seventh level with an outdoor patio on the third level. The Randolph Building is designed to be complementary of the Plumbers Union's new modernist Training Center as well as the traditional characteristics of the neighborhood in massing, scale and proportion of openings and elements, use of materials, landscape, and signage.

Located in Subarea B, the Ada Building will be a six-story commercial structure measuring 80 feet in height. The Ada Building contain 205,550 square feet of commercial space. The Ada Building will be developed and processed as an amendment to the Planned Development Pursuant to Section 17-13-0602 through Section 17-13-0610 of the Zoning Ordinance and under the terms and conditions of Statement 7 of the Planned Development Statements.

Located in Subarea C, the Auditorium will not be altered or modified and will contain the same assembly and office uses for the Applicant as currently existing in Subarea C. 128 surface parking spaces will also remain on the Subarea C.

### BUSINESS PLANNED DEVELOPMENT NO., PLANNED DEVELOPMENT STATEMENTS

- 1. The area delineated herein as Business Planned Development Number TBD, ("Planned Development") consists of approximately 179,428 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned by Chicago Journeyman Plumber Local 130, UA and Chicago Title and Trust Company Land Trust Number 15408 dated September 10, 1925 (collectively) and is also known as the Applicant.
- 2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance (the "Zoning Ordinance"), each Subarea, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400 of the Zoning Ordinance.
- 3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Plans.

Ingress or egress shall be pursuant to the Plans and may be subject to the review and approval of the Departments of Planning and Development, and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway & landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for work in the Public Way and in compliance with the Municipal Code of Chicago Chapter IO-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assign or grantees. Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Plans. Ingress or egress shall be pursuant to the Plans and may be subject to the review and approval of the Departments of Housing and Economic Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation. All work proposed in the public way must be designed and constructed in

accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Prior to the issuance of any Part II approval, the submitted plans must be approved by the Department of Transportation.

5. This Plan of Development consists of 18 Statements; a Bulk Regulations Table; an Existing Zoning Map; an Existing Land-Use Map; and Existing Site Plan; a Planned Development Boundary and Property Line Map; a Subarea Plan; a Site Plan; a Landscape Plan; a Subarea A Site Section Plan; a Subarea A ground floor plan; Subarea A floor plans; a Subarea A Roof Plan; Subarea A Vehicular and Loading Access Plan; and Building Elevations (North, South, East, and West) prepared by OKW Architects and dated July 21, 2020. Full-sized copies of the Site Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code (the "Building Code"), the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development Ordinance and the Zoning Ordinance, this Planned Development Ordinance shall control.

6. The following uses are permitted in the Subarea A, Subarea B, and Subarea C delineated herein as the Planned Development.

<u>Subarea</u> A: general retail sales, office, eating and drinking establishments, outdoor patio, personal service, artists work or sales space, business equipment sales and service, business support services, storage, accessory and non-accessory parking, financial services, food and beverage retail sales, medical service, artisan manufacturing uses, including accessory and related uses as well as accessory loading.

<u>Subarea</u> B: general retail sales, office, eating and drinking establishments, personal service, co-located wireless communication facilities, cultural exhibits and libraries, animal services, artists work or sales space, business equipment sales and service, business support services, communication service establishments, financial services, food and beverage retail sales, medical service, artisan manufacturing uses, including accessory and related uses as well as accessory loading.

Applicant: Plumber Local 130, UA and Chicago Title and Trust Company Land Trust Number 15408 dated September 10, 1925 Address: 1330-1364 W Washington, 100-138 N Ada, 1349-1389 W Randolph

Introduced: September 9, 2020 CPD Date: <u>Subarea C</u>: general retail sales, office, business equipment sales and service, business support services, colleges and universities, school, community centers, recreation buildings, assembly use, school, accessory and non-accessory parking, artisan manufacturing uses, including accessory and related uses as well as accessory loading.

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- 7. Any material development in Subarea B and Subarea C shall be submitted and processed as an amendment to the Planned Development pursuant to Section 17-13-0602 through Section 17-13-0610 of the Chicago Zoning Ordinance. As such, any material development in Subarea B and C shall be subject to the review and approval of the Department (and such other bureaus, departments or agencies as the Commissioner deems appropriate which may include, without limitation, CDOT, the Department of Water Management, the Fire Department, and the Mayor's Office of Persons with Disabilities), the Chicago Plan Commission, the Zoning Committee, and the City Council. This Statement Number 7 shall not apply to alterations to existing buildings that do not increase their height or alter their footprint and not to demolition or site work.
- 8. On-Premise signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-Premise signs are prohibited within the boundary of the Planned Development.
- 9. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
- 10. The maximum permitted Floor Area Ratio ("FAR") for the site shall be in accordance with the attached Bulk Regulations Table. For the purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations Table has been determined using a Net Site Area of 179,428 square feet.

The Applicant acknowledges that the project may receive a bonus FAR of 2.75, pursuant to Section 17-4-1000 of the Zoning Ordinance. With this bonus FAR, the total FAR for the Planned Development is 5.75. In exchange for the bonus FAR, the Applicant is required to make a corresponding payment, pursuant to Sections 17-4-1003-B and C,

prior to issuance of the first building permit for any building in the Planned Development that results in the total FAR for the Planned Development to exceed 3.0; provided, however, if the Planned Development is constructed in phases, the bonus may be paid on a pro rata basis as the first building permit for each subsequent new building or phase of construction is issued. The bonus payment will be recalculated at the time of payment (including partial payments for phased developments) and may be adjusted based on changes in median land values in accordance with Section 17-4-1003-C.3.

The bonus payment will be split between three separate funds, as follows: 80 percent to the Neighborhoods Opportunity Fund, 10 percent to the Citywide Adopt-a-Landmark Fund and 10 percent to the Local Impact Fund, pursuant to Section 17-4-1003-D. Such funds will be utilized pursuant to Section 17-4-1004-B (Neighborhoods Opportunity), Section 117-4-1006-C (Citywide Adopt-a-Landmark) and Section 17-4-1005-C (Local Impact).

- 11. Upon review and determination, "Part II Review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II Review Fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
- 12. The Site and Landscape Plans shall be in substantial conformance with the City of Chicago Landscape Ordinance and any other corresponding regulations and guidelines, Sections 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.
- 13. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-125 of the Municipal Code, or any other provision of that Code.
- 14. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to section 17-13-0611-A of the Zoning Ordinance by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the

Applicant, the legal title holders and any ground lessors of each Subarea.

- 15. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No building permit shall be issued by the Department of Construction and Permits until the Director of M.O.P.D. has approved detailed construction drawings for the building or improvement proposed.
- 16. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned Policy and must provide documentation verifying compliance.
- 17. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority and Women-owned Business Enterprises ("M/ WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the city in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the city approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The city encourages goals of (i) 26% MBE and 6% WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50% city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the Applicant's proposed

outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the Applicant's submission for Part II permit review for the project or any phase thereof, the Applicant must submit to DPD (a) updates (if any) to the preliminary outreach plan, (b) a description of the Applicant's Applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the Applicant's outreach efforts, and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the Applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the forgoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilize d in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

18. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this Planned Development ordinance lapse, the Commissioner of the Department of Planning and Development shall initiate a Zoning Map Amendment to rezone the property to C1-3 Neighborhood Commercial District.

Applicant: Plumber Local 130, UA and Chicago Title and Trust Company Land Trust Number 15408 dated September 10, 1925

Address: 1330-1364 W Washington, 100-138 N Ada, 1349-1389 W Randolph

Introduced: September 9, 2020 CPD Date:

### BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_ BULK REGULATIONS AND DATA TABLE

Net Site Area:			
Subarea A:	42,490 SF		
Subarea B:	34,550 SF		
Subarea C:	102,388 SF		
Total Net Site Area:	179,428 SF		
Existing Building Area:	FR 840 01		
Subarea C:	57,760 SF		
Total Existing Building Area:	57,760 SF		
Area of Proposed Building			
Subarea A:	272,318 SF		
Subarea B:	205,550 SF		
Subarea C:	57,760 SF (Existing to Remain)		
Subarca C.	or, to or (Existing to Remain)		
Total Proposed Building Area:	535,628 SF		
1 0			
Floor Area Ratio:			
FAR Subarea A:	6.4		
FAR Subarea B:	5.94		
FAR Subarea C:	0.56 (Existing)		
:			
Total Project FAR:	2.98 <sup>1</sup>		
Maximum Allowable Floor Area:			
Maximum Floor Area Subarea A:	272,318 SF		
Maximum Floor Area Subarea B:	205,550 SF		
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Maximum Floor Area Subarea C:	57,760 SF		
Total Maximum Floor Area: <sup>2</sup>	535,628 SF		
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Setbacks:	In accordance with Site Plan		

<sup>1</sup> The Total Project FAR may be increased pursuant to Statement Number 10 of the Planned Development Statements; provided, however that the Total Project FAR may not exceed 5.75.

<sup>2</sup> The Applicant may increase the Maximum Allowable Floor Area pursuant to Statement Number 10 of the Planned Development Statements; provided, however that the Total Maximum Floor Area may not exceed 1,031,711 SF in total for all Subareas. Any Subarea may be developed to the Maximum Allowable Floor Area; however, in no event shall the Maximum Allowable Floor Area be exceeded across all Subareas.

## BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_, BULK REGULATIONS AND DATA TABLE

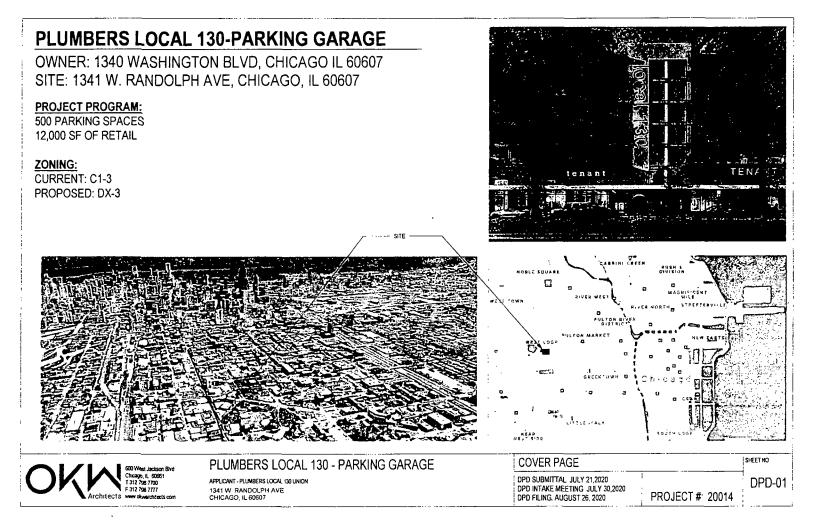
Maximum Building Height:	Subarea A: 85 feet Subarea B: 80 feet Subarea C: (existing, no change)	
Minimum Parking Spaces:		
Subarea A:	502	
Subarea B:	0 (Transit Served Location)	
Subarea C:	128	
Bicycle Parking Spaces:		
Subarea A:	24	
Subarea B:	50	
Subarea C:	0 (existing, no-change)	

Loading Spaces:

Subarea A: Subarea B: Subarea C:

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1 (10 x 25) 2 (10 x 25) 0 (existing, no-change)









1 ADA STREET - LOOKING NORTH WEST

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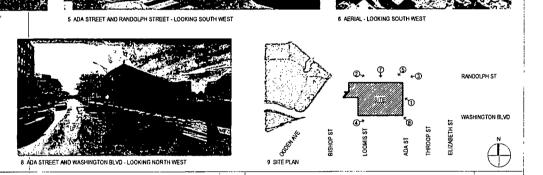
7 RANDOLPH STREET - LOOKING SOUTH

() | 2 RANDOLPH STREET - LOOKING EAST

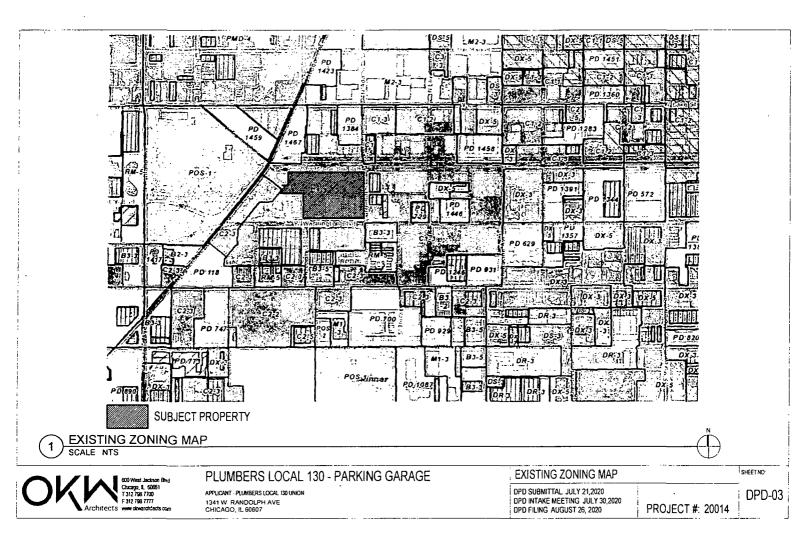
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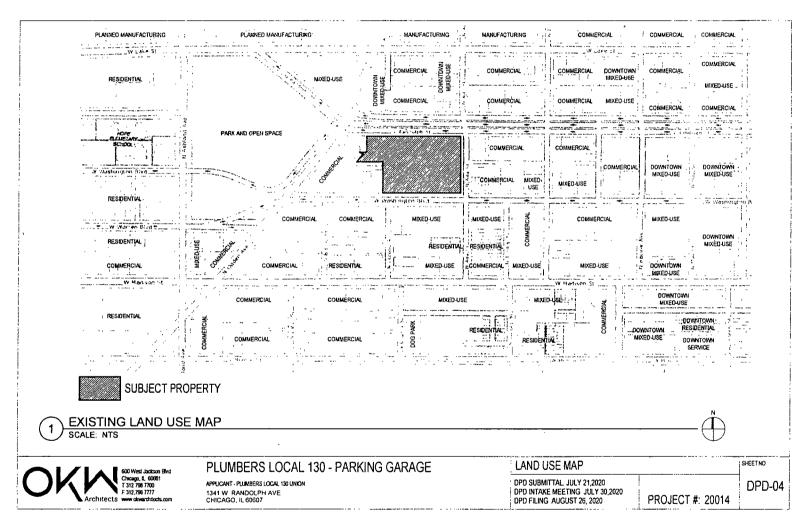


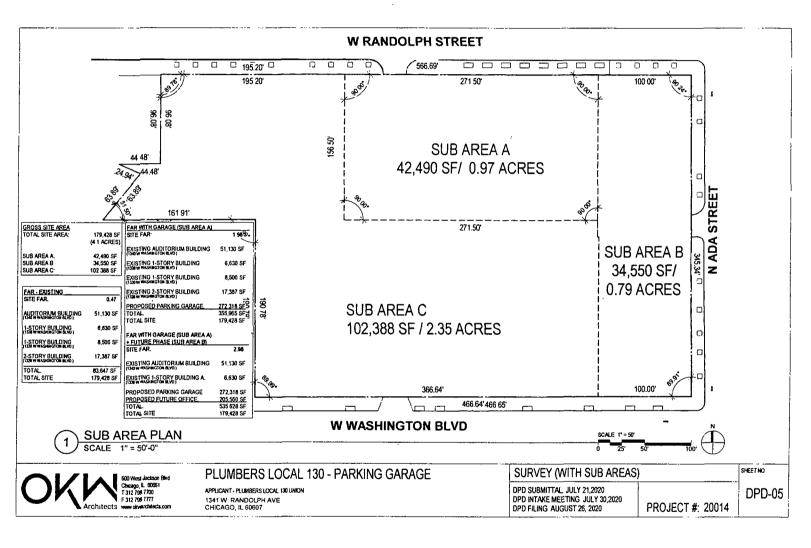


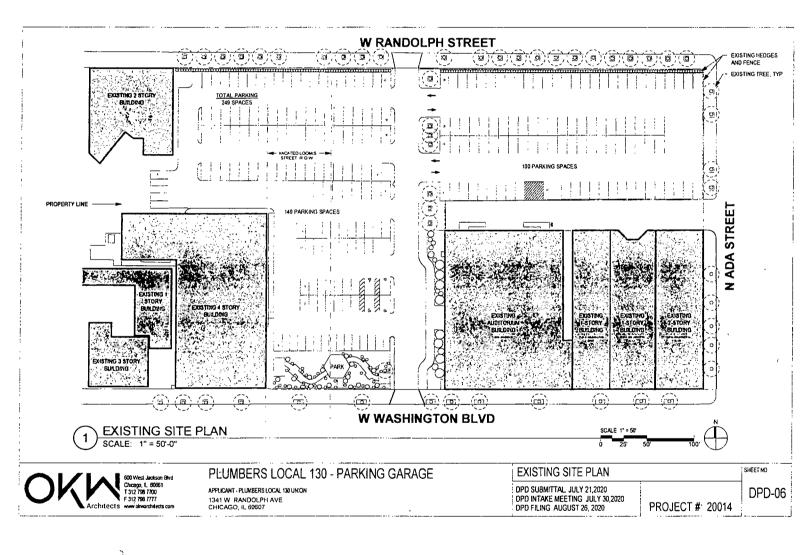


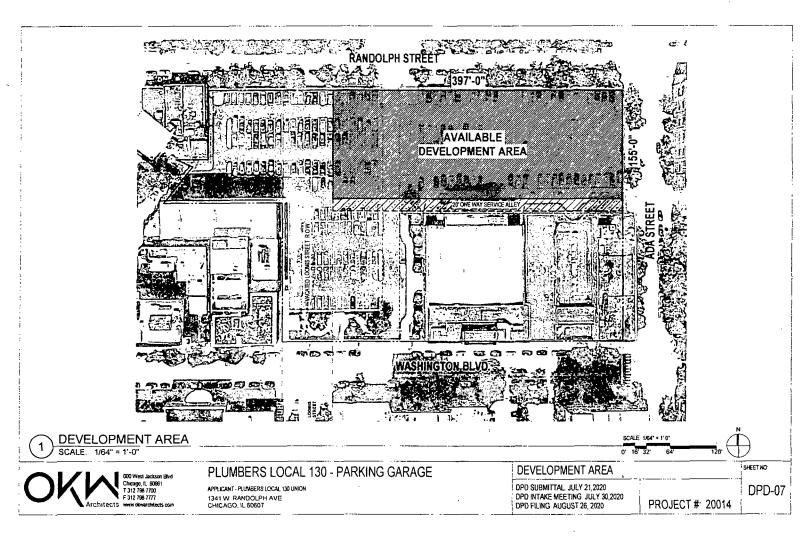
600 Wrst Jackson Blvd	PLUMBERS LOCAL 130 - PARKING GARAGE	SITE PHOTOS		SHEET NO	
Chicago, IL 60681 T 312 798 7700 F 312 798 7770 Architects www.okwarchieds.com	APPLICANT - PLIANDERS LOCAL 130 UNON 1341 W. RANDOLPH AVE CHICAGO, IL 60607		DPD SUBMITTAL JULY 21,2020 DPD INTAKE MEETING JULY 30,2020 DPD FILING AUGUST 26, 2020	PROJECT #. 20014	DPD-02

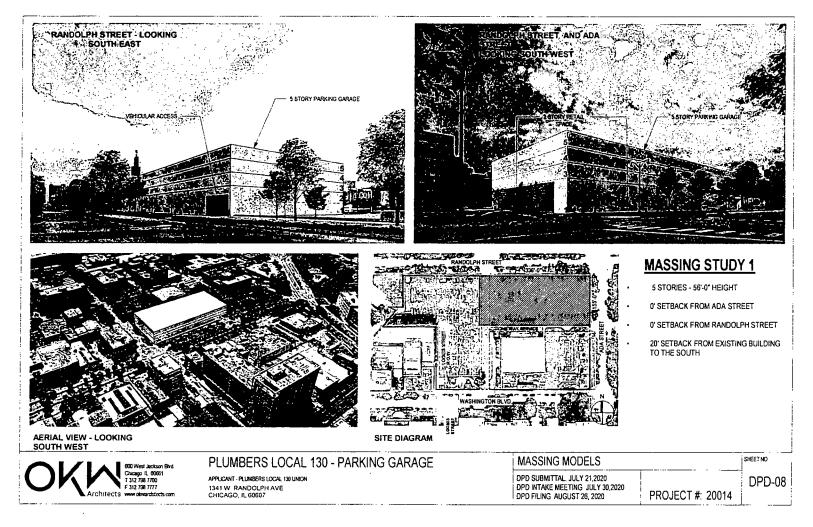


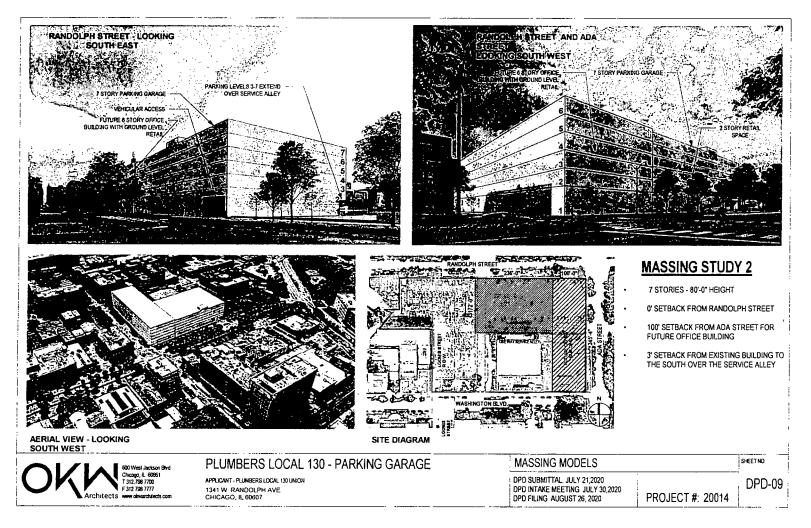


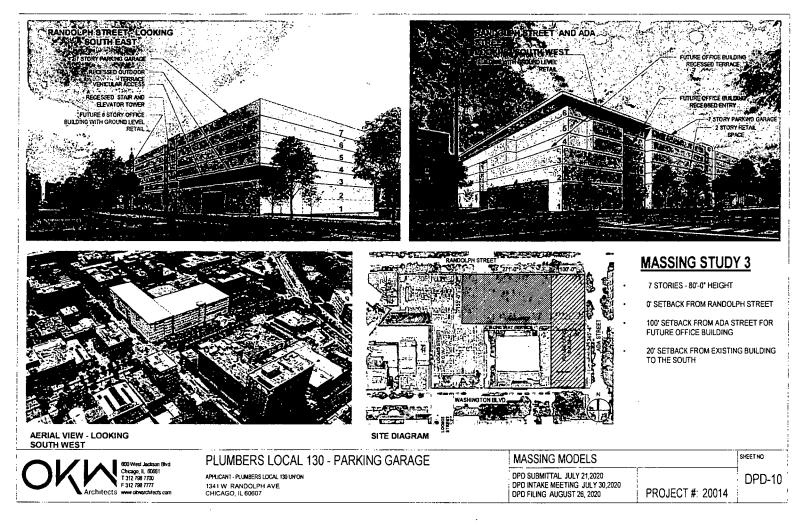


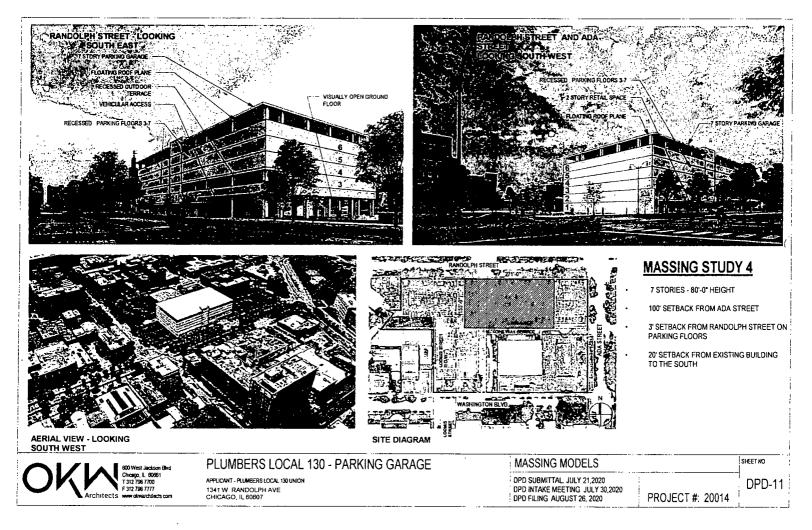


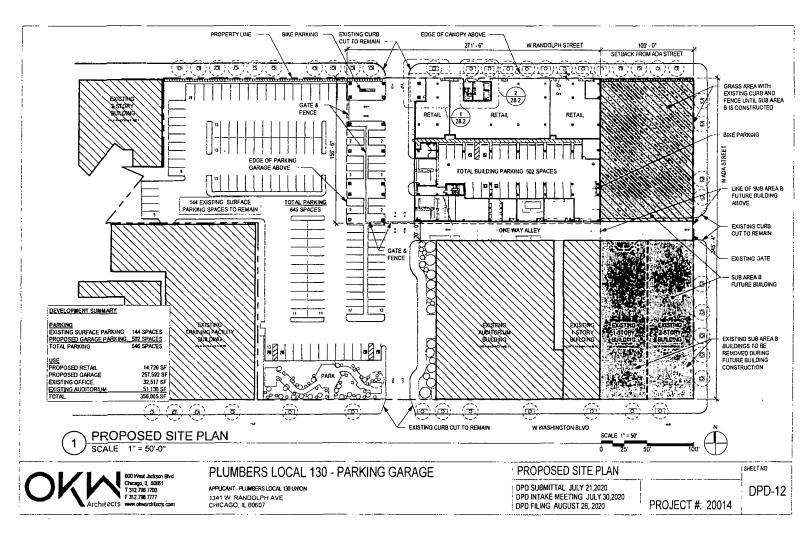


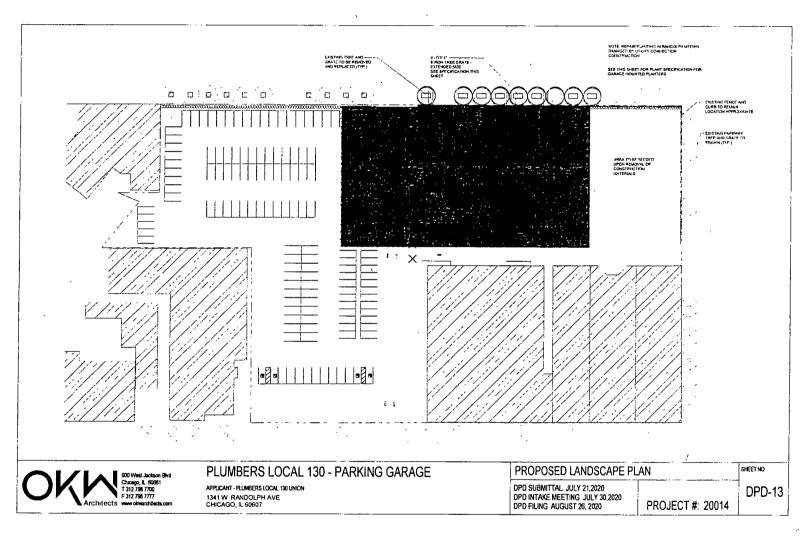


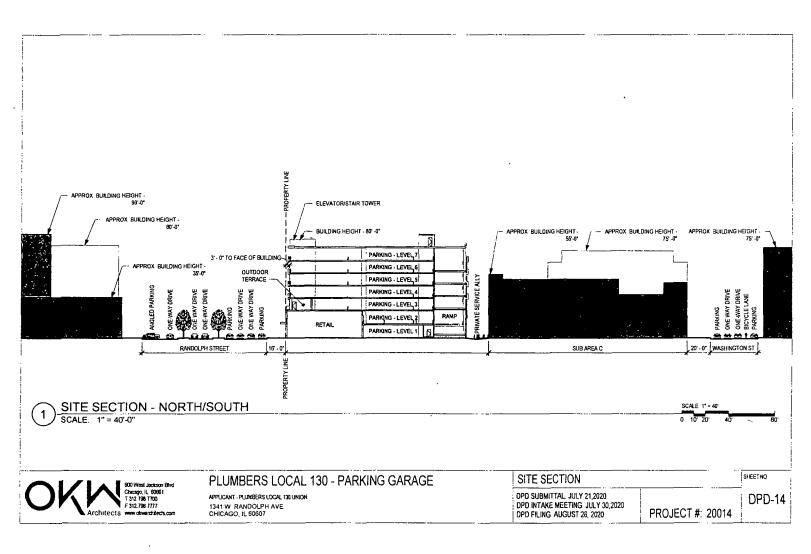


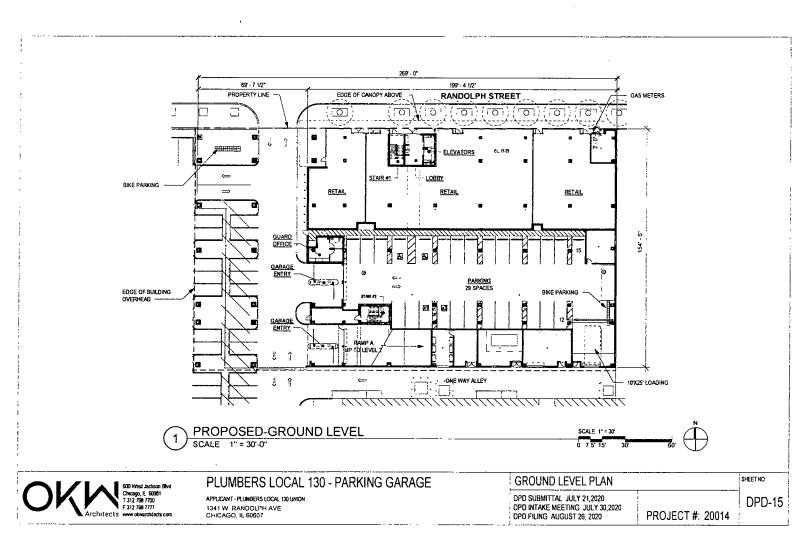


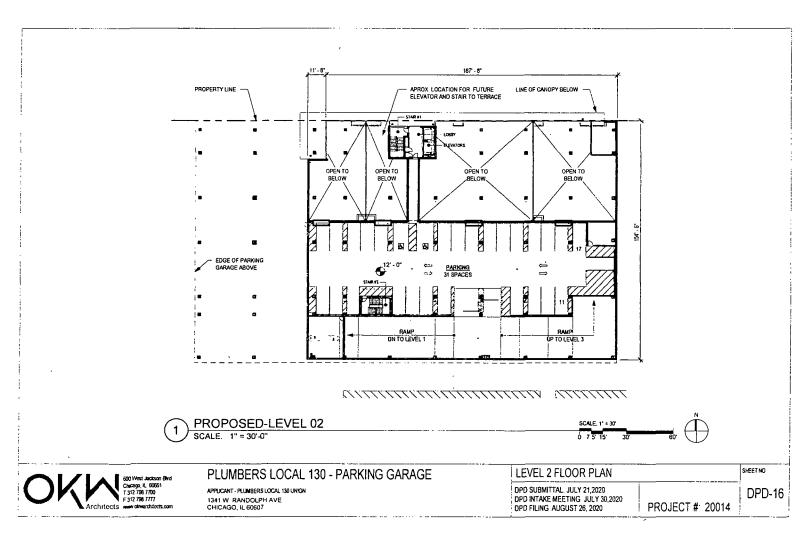


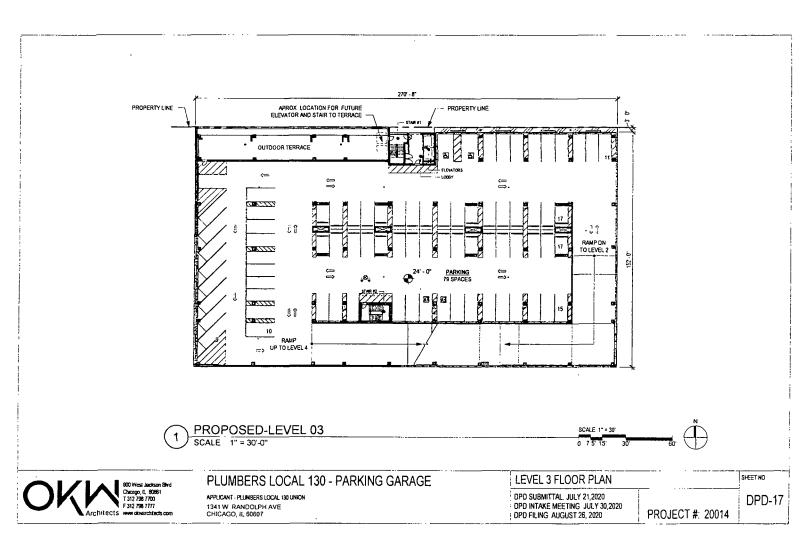


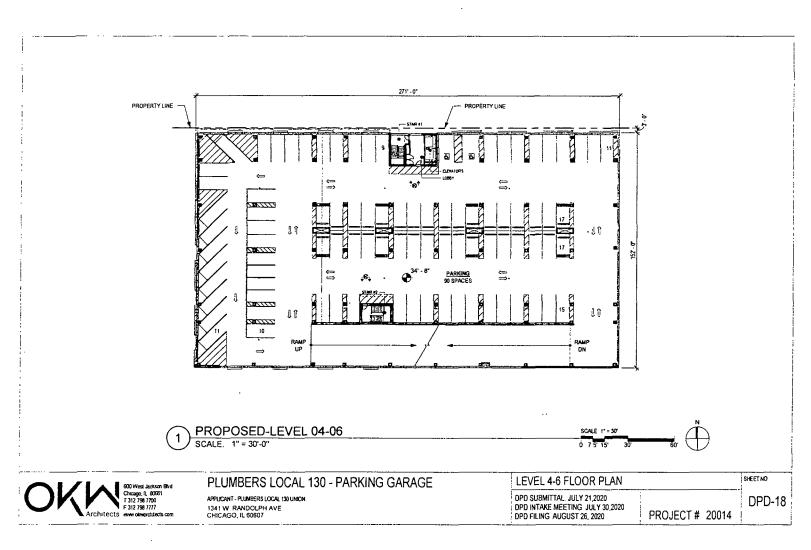


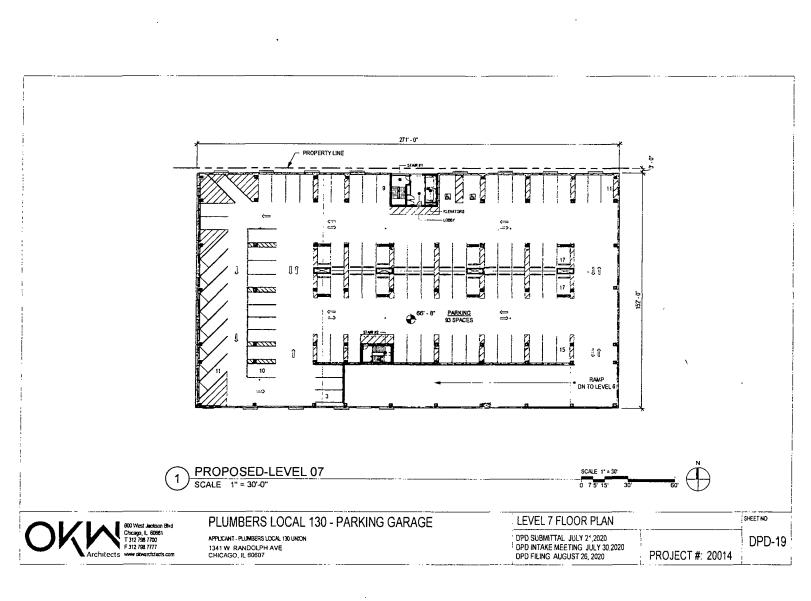


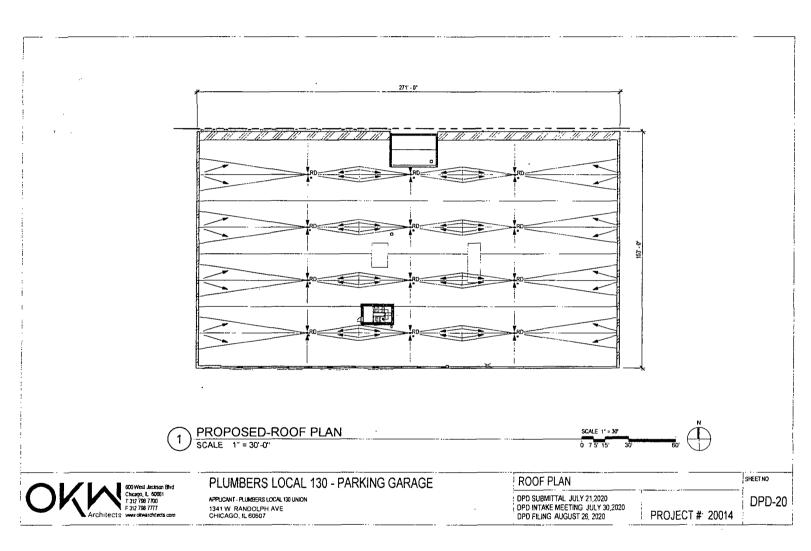




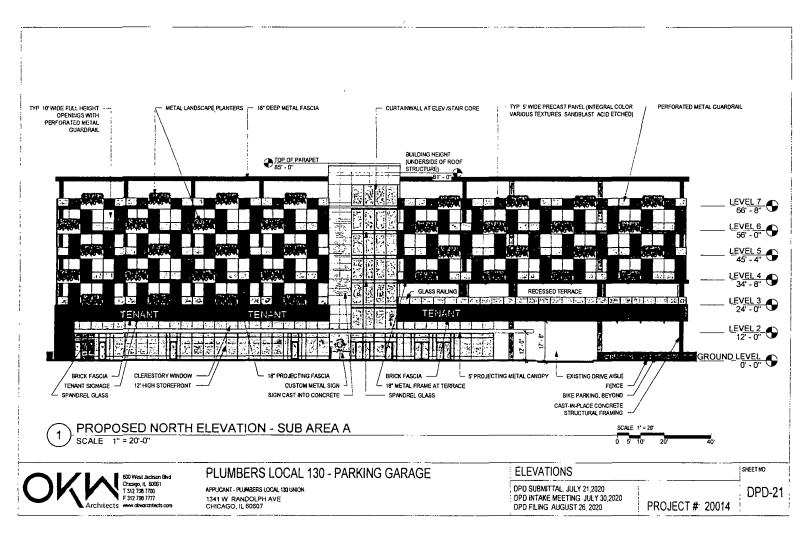


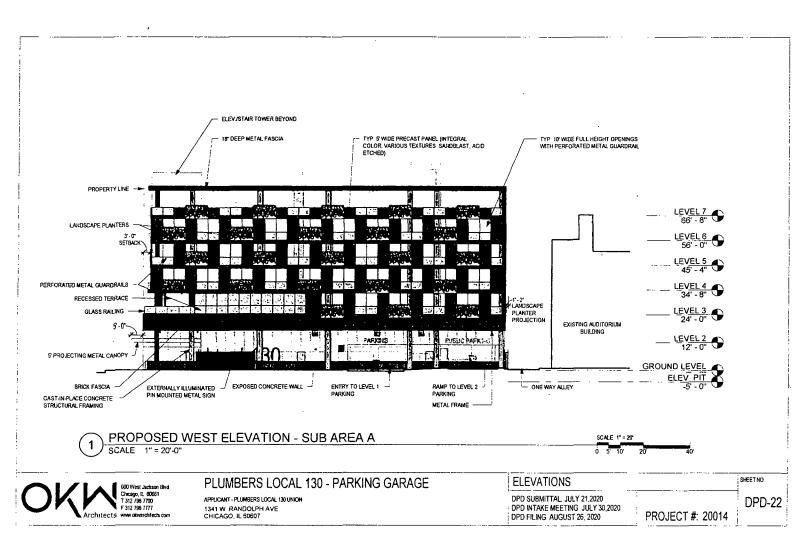


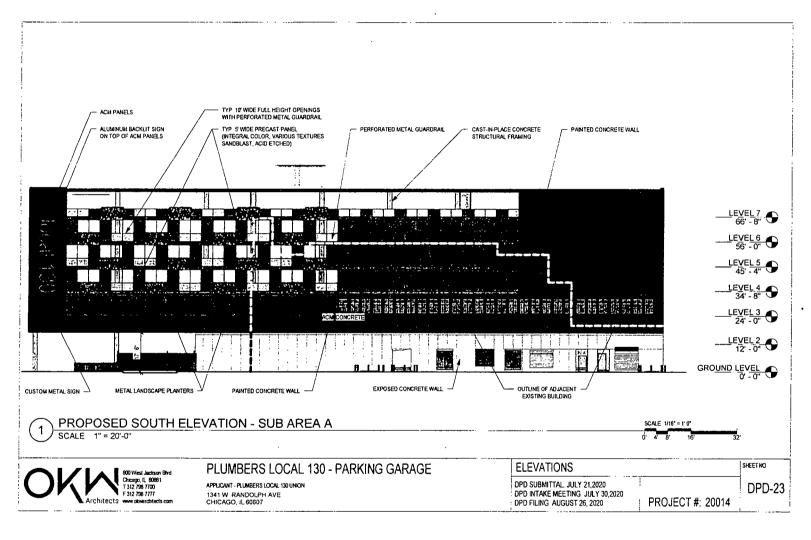


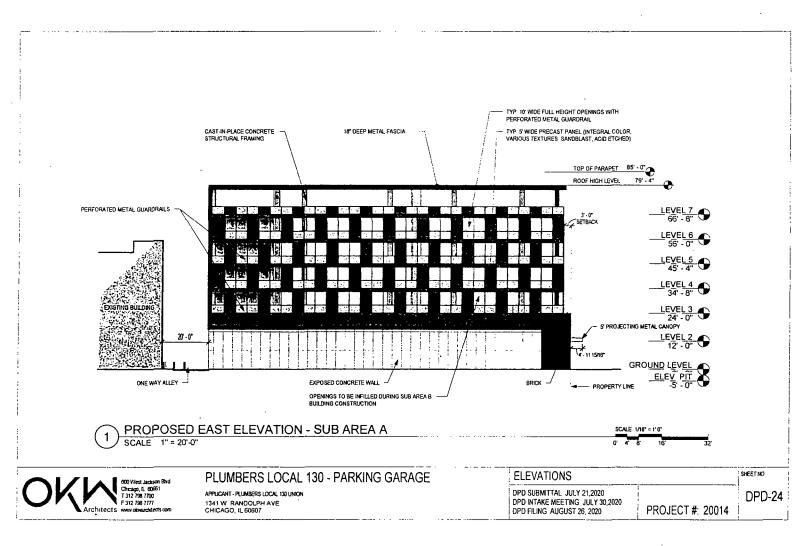


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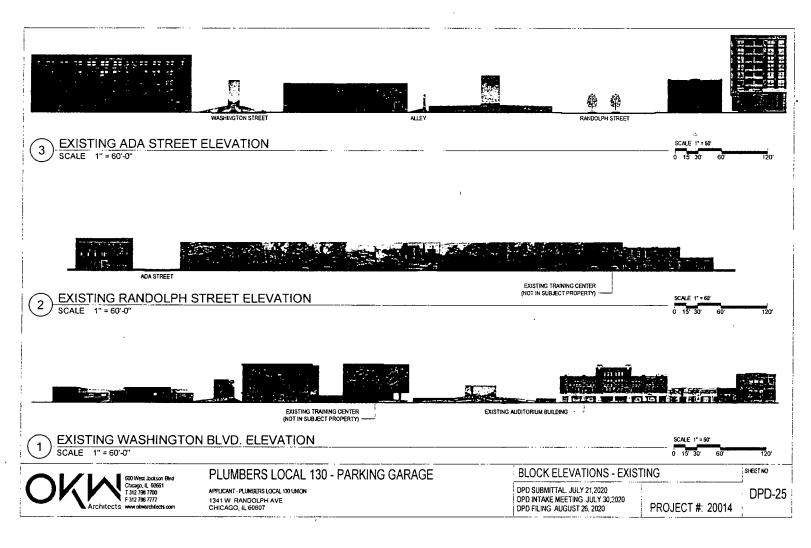


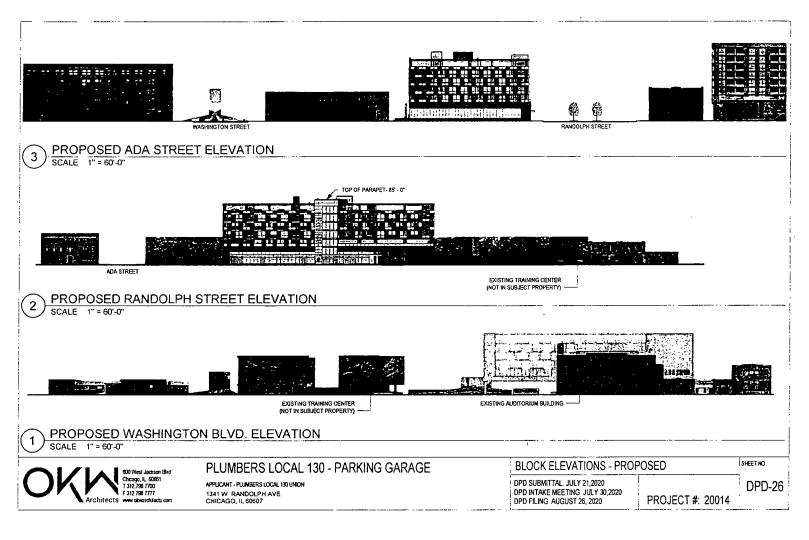


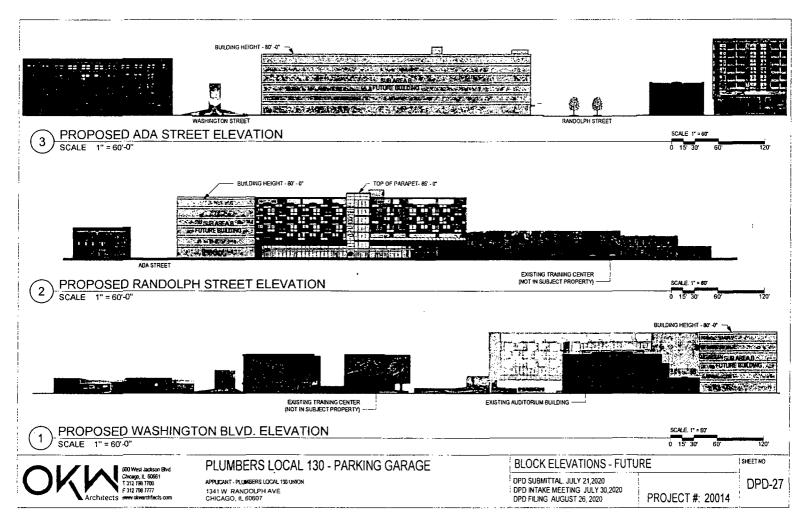


<u>STYLE</u>	PICTURE	CESCRIPTION	STYLE	PICTURE		
'STEM		PERFORATED ALUMINUM PANEL (INFILL AT GUARDRAILS)	DARK BRONZE			
ICONE DADY PRONZE		PERFORATED ALUMINUM PANEL	DARK BRONZE			
RETE NATURAL		INTEGRAL COLOR PRECAST PANEL	ACID ETCHED			
VINTAGE BLACK SMOOTH	معنی این این این این این این این این این ا	INTEGRAL COLOR PRECAST PANEL	LIGHT SAND BLAST			
DARK BRONZE		INTEGRAL COLOR PRECAST PANEL	HEAVY SAND BLAST		5. r	
OPY LIGHT GREY						
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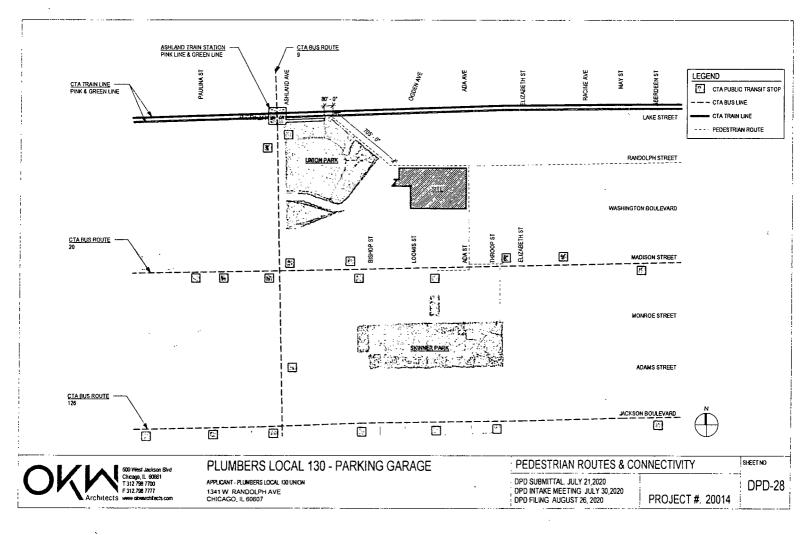
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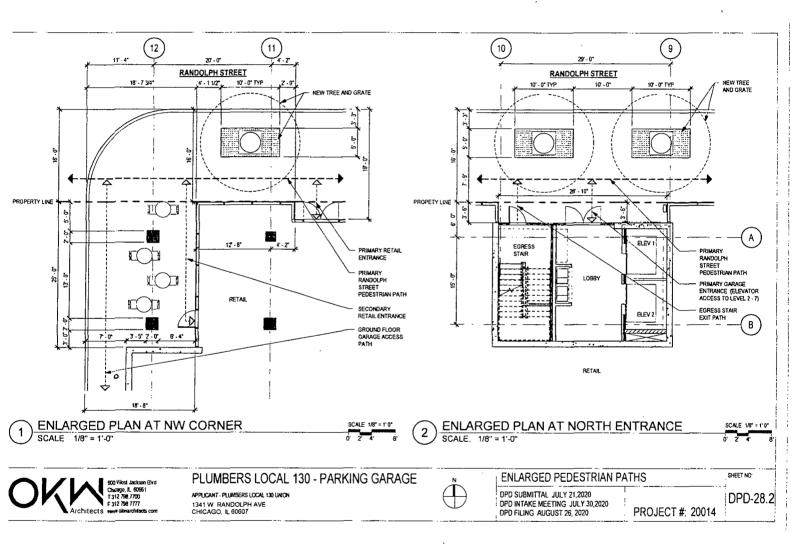


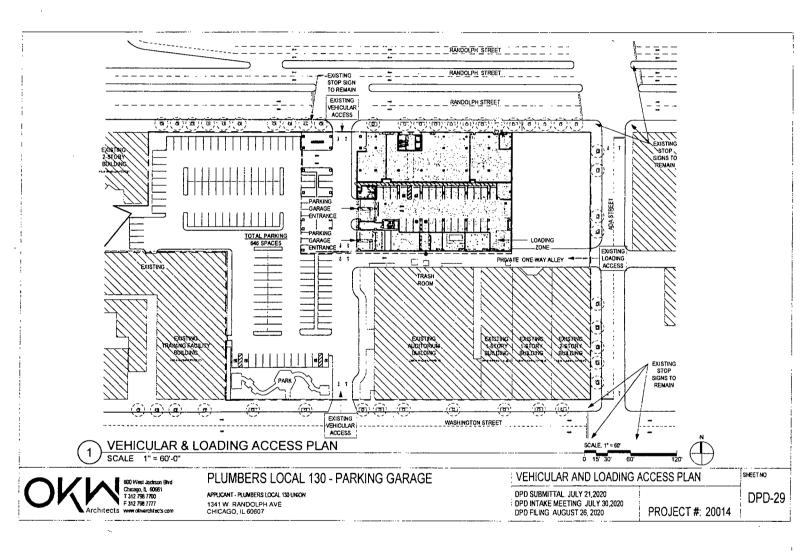
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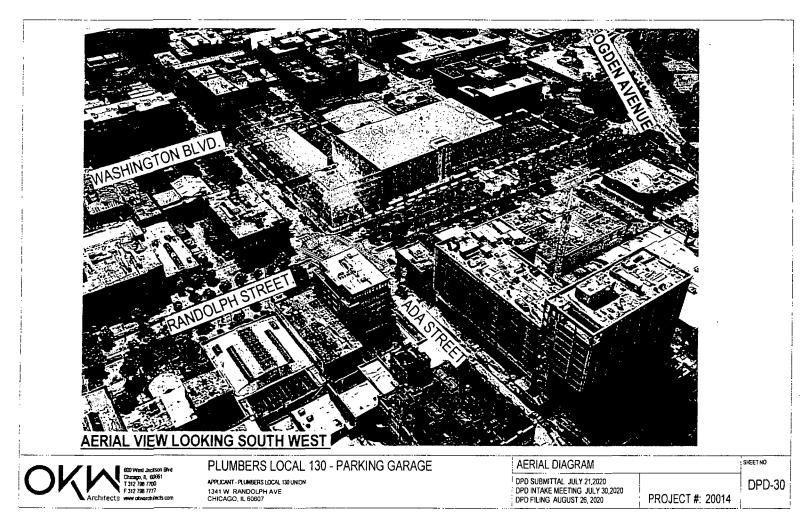


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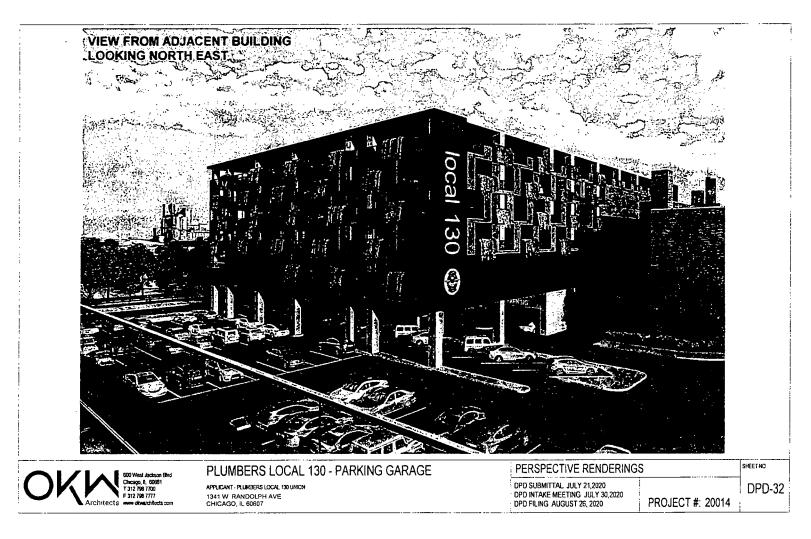
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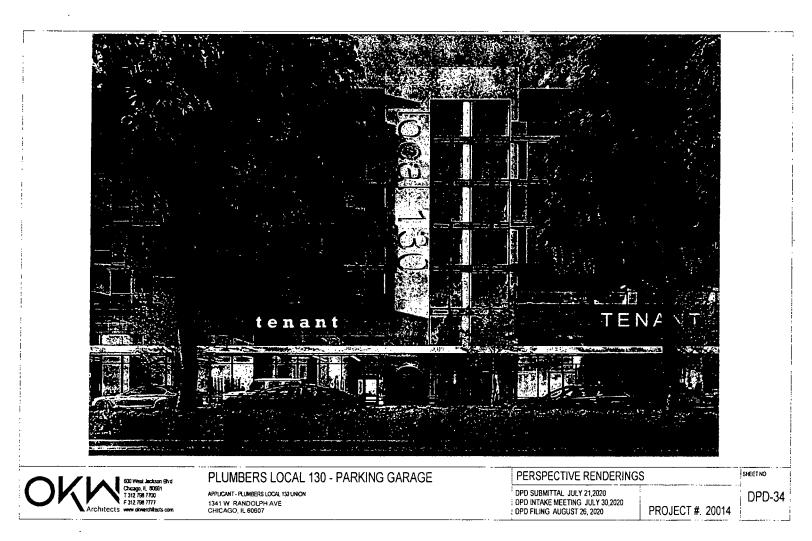












#### Conformance with community, CPC or City Council-approved plans City of Chicago Community & Strategic Plans: https://www.chcago.gow/cbi/en/dopis/dcd/cupp\_info/community\_and\_strategicpains.html Noar West Side Area Lond Use Plan (2000). https://www.chcago.gow/cbi/en/dopis/dcd/cupp\_info/community\_and\_strategicpains.html https://www.chcago.gow/comtentidam/dop/dopis/dcd/cupp\_info/coms/lear\_West\_Side\_Plan.html https://www.chcago.gow/comtentidam/dop/dopis/dcd/cupp\_info/coms/lear\_West\_Side\_Plan.html https://www.chcago.gow/comtentidam/dop/dopis/dcd/cupp\_info/coms/lear\_West\_Side\_Plan.html https://www.chcago.gow/comtentidam/dop/dopis/dcd/cupp\_info/coms\_utom\_dosgn.html https://www.chcago.gow/comtentidam/dop/dopis/dcd/cupp\_info/coms\_utom\_dosgn.html https://www.chcago.gow/comtentidam/dop/dopis/dcd/cupp\_info/coms\_utom\_dosgn.html https://www.chcago.gow/comtentidam/dop/dopis/dcd/cupp\_info/coms\_utom\_dosgn.html https://www.chcago.gow/comtentidam/dop/dopis/dcd/cupp\_info/coms\_utom\_dosgn.html https://www.chcago.gow/comtentidam/dop/dopis/dcd/cupp\_info/coms\_utom\_dosgn.html https://www.chcago.gow/comtentidam/dop/dopis/dcd/cupp\_info/coms\_utom\_dosgn.html https://www.chcago.gow/comtentidam/dop/dopis/dcduppiin.info/coms\_utom\_dosgn.html https://www.chcago.gow/comtentidam/dop/dopis/dcduppiin.info/coms\_utom\_dosgn.html https://www.chcago.gow/comtentidam/dop/dopis/dcdupPlan.ntgs.gow/comtentidam/dop/dopis/dcdupPlan.html https://www.chcago.gow/comtentidam/dop/dopis/dcdupPlan.ntgs.gow/comtentidam/dop/dopis/dcdupPlan.html https://www.chcago.gow/comtentidam/dop/dopis/dcdupPlan.ntgs.gow/comtentidam/dop/dopis/dcdupPlan.html https://www.chcago.gow/comtentidam/dop/dopis/dcdupPlan.html https://www.chcago.gow/comtentidam/dop/dopis/dcdupPlan.html https://www.chcago.gow/comtentidam/dop/dopis/dcdupPlan.html https://www.chcago.gow/comtentidam/dop/dopis/dcdupPlan.html https://www.chcago.gow/comtentidam/dop/dopis/dcdupPlan.html https://www.chcago.gow/comtentidam/doplan.html https://www.chcago.gow/comtentidam/dop/dopis/dcdupPlan. Planning & Policy Division. https://www.chcago.gov/obj/csr/doplar/dody/csr/doplar/doplar/dody/csr/doplar/doplar/dody/csr/doplar/dody/csr/doplar/d 3 Metra Typology Study; https://www.chcago.cov/content/dan/city/depts/dog/supp\_info/industrai/Metra\_Typology\_Study.pdf Sub Area A. proposed multi-story building <sup>52</sup>. Ground floor Retail fronting Randolph wholf-sirect Parking behind and above Food-use (restaurants, cafes) wholdoor dining aptions unlicipied for ground floor retail components sthelic relates to both historical and contemporary context sting Base, Middle and Top clearly defined • Retati portion at strotestape level, wiCarage portion above selbeck from property lino further emphasioning Retail base • Recessed portions (entry tower, learnes, top front jorowing rokel and articulation to topide expectatly emphasioning entry and top of building le & Proportion: • Operange (with guard) and rokenise obcourson whickes) • Articulated bagade of vanous cladding materials s. 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100 points required
100 points required
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50 points required

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Streamined TIF and SBIF programs)

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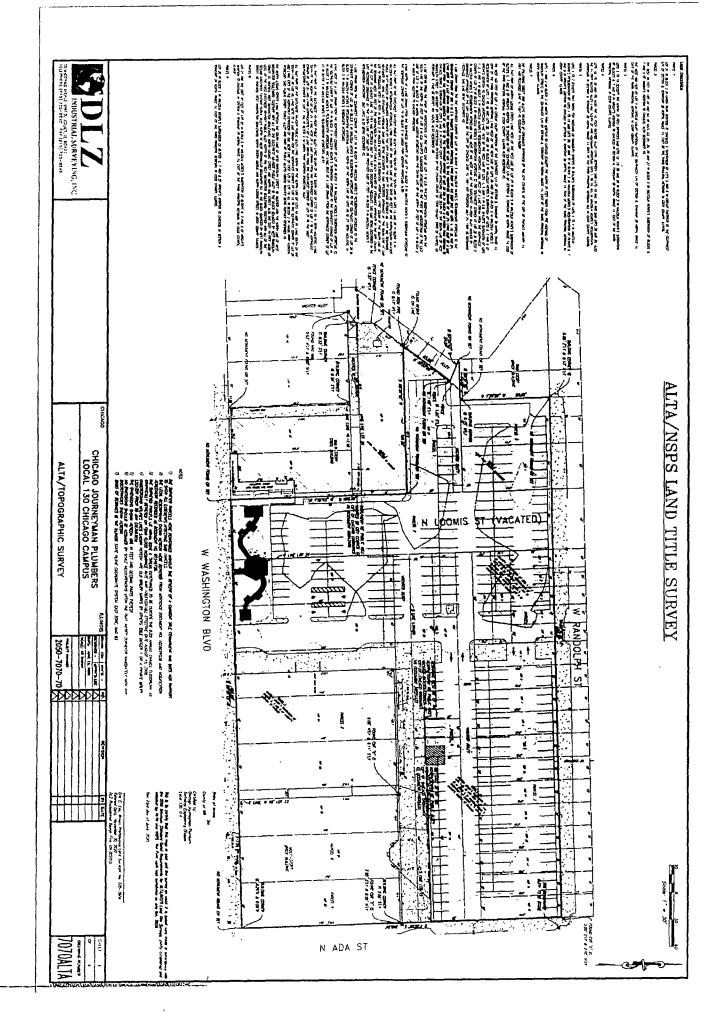


IDENTIFIED FOR THIS PROJECT - 40 PTS

UNDER REVIEW WITH OWNER-75-120 PTS

NEED FURTHER INFORMATION-POTENTIAL 25 PTS

	PLUMBERS LOCAL 130 - PARKING GARAGE	SUSTAINABILITY MATRIX TARGET SECTIO	
Architects www.okwardat	APPUCANT - PLUMBERS LOCAL 130 UMICH 1341 W. RANDOLPH AVE	DPD SUBMITTAL JULY 21,2020 DPD INTAKE MEETING JULY 30,2020 DPD FILING AUGUST 26, 2020 PROJECT #:	DPD-36



#20478 INTRO DATE SEPT 9,2020

#### CITY OF CHICAGO

#### APPLICATION FOR AN AMENDMENT TO THE CHICAGO ZONING ORDINANCE

Ι.	ADDRESS of the property Applicant is seeking	to rezone:											
	1330-1364 W Washington/100-138 N Ada/1349-1389 W R	landolph											
2.	Ward Number that property is located in: 27												
3.	APPLICANT Chicago Title Land Trust Co Trust 15408	& Chicago Journeymen Plumbers Local 130, UA											
	ADDRESS_1340 W Washington	CITY Chicago											
	STATE Illinois ZIP CODE 60607												
	EMAIL <u>kturnquist@ualocal130.org</u> CONTACT												
4.	Is the applicant the owner of the property? YES_ If the applicant is not the owner of the property, pregarding the owner and attach written authorizat proceed.												
	OWNER												
	ADDRESS	CITY											
	STATEZIP CODE	PHONE											
	EMAILCONTACT												
5.	If the Applicant/Owner of the property has obtained a lawyer as their representative for the rezoning, please provide the following information:												
	ATTORNEY William Banks, Schain Banks												
	ADDRESS 70 W Madison St., Ste. 5300												
	CITY Chicago STATE	ZIP CODE											
	PHONE (312) 345-5700 FAX (312) 345-570	EMAIL wbanks@schainbanks.com											

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James Coyne
Patrick McCarthy
On what date did the owner acquire legal title to the subject property?
Has the present owner previously rezoned this property? If yes, when? No
Present Zoning District C1-3 Proposed Zoning District DX-3 and then to PD
Lot size in square feet (or dimensions) 179,428 square feet
Current Use of the property <sup>3</sup> story union hall/1 story Auditorium/ 2 story commercial building & parking lo
Reason for rezoning the property The purpose of the rezoning is to create a planned development. Sub
<u>A is a 502 space parking garage that will be 85' height</u> , 272,318 SF with 14,726 SF commercial on ground floc Area B will require a separate amendment to the Planned Development for any future development. Sub Area C existing and will remain with no changes.
Describe the proposed use of the property after the rezoning. Indicate the number of dwellin
units; number of parking spaces; approximate square footage of any commercial space; and h
of the proposed building. (BE SPECIFIC) The recording will create a planned development. Sub Area A will be a 502 space parking garage that will be 8

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14. The Affordable Requrements Ordinance (ARO) requires on-site affordable housing units and/or a financial contribution for residential housing projects with ten or more units that receive a zoning change which, among other triggers, increases the allowable floor area, or, for existing Planned Developments, increases the number of units (see attached fact sheet or visit www.cityofchicago.org/ARO for more information). Is this project subject to the ARO?

YES	NO	$\checkmark$	
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#### COUNTY OF COOK STATE OF ILLINOIS

James F. Coyne \_\_\_\_\_, being first duly sworn on oath, states that all of the above statements and the statements contained in the documents submitted herewith are true and correct.

7. Coyne Signature of Applicant

Subscribed and Sworn to before me this 20<u>20</u> day of Ju

Kortan Notary Public

ViCKIE A KOSTANSKI Official Seal Notary Public - State of Illinois My Commission Expires May 7, 2024

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For Office Use Only

Date of Introduction:

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File Number:\_\_\_\_\_

Ward:\_\_\_\_\_

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#### COUNTY OF COOK STATE OF ILLINOIS

Kenneth A. Turnquist \_\_\_\_\_, being first duly sworn on oath, states that all of the above statements and the statements contained in the documents submitted herewith are true and correct.

Signature of Applicant
Subscribed and Sworn to before me this
Define day of July, 2020.
ViCKIE & KOSTANSKI
Official Seal
Notary Public
For Office Use Only
Date of Introduction:

File Number:\_\_\_\_\_

Ward: \_\_\_\_\_

#### COUNTY OF COOK STATE OF ILLINOIS

Patrick F. McCarthy \_\_\_\_\_, being first duly sworn on oath, states that all of the above statements and the statements contained in the documents submitted herewith are true and correct.

me Carting

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Signature of Applicant

Subscribed and Sworn to before me this  $10^{4}$  day of July, 2020.

Vichie A. Kostansti Notary Public VICKIE A KOSTANSKI Official Seal Notary Public - State of Illinois My Commission Expires May 7, 2024

For Office Use Only

Date of Introduction:\_\_\_\_\_

File Number:\_\_\_\_\_

\_\_\_\_\_

Ward:

September 2, 2020

Honorable Thomas Tunney Chairman, Committee on Zoning 121 North LaSalle Street Room 304 Chicago, Illinois 60602

Dear Committee Members:

The undersigned, Tyler Manic, being first duly sworn on oath, deposes and states the following:

That the undersigned certifies that he has complied with the requirements of Section 17-13-0107 of the Chicago Zoning Ordinance by sending written notice to such property owners who appear to be the owners of the property within the subject area not solely owned by the applicant, and to the owners of all property within 250 feet in each direction of the lot line of the subject property, exclusive of public roads, streets, alleys and other public ways, or a total distance limited to 400 feet. Said "written notice" was sent by First Class U.S. Mail, no more than 30 days before filing the application.

The undersigned certifies that the notice contained the address of the property sought to be rezoned; a statement of intended use of said property; the name and address of the applicant; the name and address of the owners; and a statement that the applicant intends to file an application for a change in zoning on approximately September 9, 2020.

The undersigned certifies that the applicant has made a bonafide effort to determine the addresses of the parties to be notified under Section 17-13-0107of the Chicago Zoning Ordinance and that the accompanying list of names and addresses of surrounding property owners within 250 feet of the subject site is a complete list containing the names and addresses of the people required to be served.

Tyler Manic Attorney for Applicant

Subscribed and Sworn to before me this day of <u>September</u> 2020 Notary Public (

Official Seal Lesley Dawn Magnabosco Notary Public State of Illinois My Commission Expires 02/04/2024



Tyler Manic 70 W. Madison Street Suite 5300 Chicago, IL 60602 Main (312) 345-5700 tmanic@schainbanks.com www.schainbanks.com

September 2, 2020

Dear Sir/Madam:

In accordance with the Amendment to the Zoning Code enacted by the City Council, Section 17-13-0107-A of the Chicago Zoning Ordinance, please be advised that on or about September 9, 2020, the undersigned, will file an application for a change in zoning for the property located at 1330-1364 W Washington/100-138 N Ada/1349-1389 W Randolph from a C1-3 Neighborhood Commercial District to a DX-3 Downtown Mixed-Use District and then a Planned Development.

The owner of the property and the applicant of the Zoning Amendment are Chicago Title Land Trust Co Trust 15408 & Chicago Journeymen Plumbers Local 130, UA located at 1340 W Washington, Chicago, IL 60607.

The Applicant seeks a zoning map amendment to create a planned development with three sub areas. Subarea A will consist of a 502 spaces parking garage that will be 85 feet in height and 272,318 square feet with 14,726 square feet of commercial space on the ground floor. Subarea B will require a separate amendment to the Planned Development for any future development. Subarea C is existing and will remain with no changes.

I am the duly authorized attorney for the applicant and owner. My address is 70 West Madison, Suite 5300, Chicago, Illinois 60602. My telephone number is (312) 345-5700.

PLEASE NOTE THAT THE APPLICANT IS NOT SEEKING TO PURCHASE OR REZONE YOUR PROPERTY. THE APPLICANT IS REQUIRED BY LAW TO SEND YOU THIS NOTICE BECAUSE YOU OWN PROPERTY LOCATED WITHIN 250 FEET OF THE SUBJECT PROPERTY.

Very truly yours,

Ayr

Tyler Manic Attorney for Applicant and Owner

## 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:

Chicago Journeymen Plumbers Local 130, UA

## Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. 🗸 the Applicant/Owner

OR -

2. a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name:

OR

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3.  $\square$  a legal entity with a direct or indirect right of control of the Applicant (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:	1340 West Washington
	Chicago, IL 60607

C. Telephone: <u>312-421-1010</u> Fax: <u>Email: kturnquist@ualocal130.org</u>

D. Name of contact person: Kenneth Turnquist

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

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Planned Development for property located at 1330-1364 W Washington/100-138 N Ada/1349-1389 W Randolph

G. Which City agency or department is requesting this EDS? DPD

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

Specification # \_\_\_\_\_\_ and Contract # \_\_\_\_\_

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## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

# A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Pa	arty:
Person	Limited liability company
Publicly registered business corporation	Limited liability partnership
Privately held business corporation	Joint venture
Sole proprietorship	Not-for-profit corporation
General partnership	(Is the not-for-profit corporation also a $501(c)(3)$ )?
Limited partnership	Yes No
Trust	✓ Other (please specify)
	Unincorporated labor association

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

IL \_\_\_\_\_

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 Ørganized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

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

Name James Coyne	Title Business Manager	
Kenneth Turnquist	Financial Secretary/Treasurer	
Patrick McCarthy	Recording Secretary	

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. 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: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name ' No Individual owns an ir	Business Address adirect or direct interest of 7.5% or more	Percentage Interest in the Applicant
	,	· · · · · · · · · · · · · · · · · · ·
SECTION III OFFICIALS	INCOME OR COMPENSATION	TO, OR OWNERSHIP BY, CITY ELECTED
	g Party provided any income or compreseding the date of this EDS?	pensation to any City elected official during the Yes Vo
	ng Party reasonably expect to provid ring the 12-month period following t	e any income or compensation to any City the date of this EDS? Yes INO
	of the above, please identify below th ome or compensation:	e name(s) of such City elected official(s) and
inquiry, any City		closing Party's knowledge after reasonable partner, have a financial interest (as defined in CC")) in the Disclosing Party?
	entify below the name(s) of such City cribe the financial interest(s).	y elected official(s) and/or spouse(s)/domestic

# SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), 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. 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 Business retained or anticipated Address to be retained)

1

Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.) Fees (<u>indicate whether</u> <u>paid or estimated</u>.) **NOTE:** "hourly rate" or "t.b.d." is not an acceptable response.

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(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 MCC 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?

 $\square$  No  $\square$  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

Yes

## **B.** FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. 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, during the 5 years before 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 subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before 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.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) 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 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 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 subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any 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.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant 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 MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant 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 Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

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contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. 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:

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.

12. 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 date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

13. 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 \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

# C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that the Disclosing Party (check one)
 is is not

a "financial institution" as defined in MCC Section 2-32-455(b).

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 MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. 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."

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

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 FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, 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?

**V**No 7 Yes

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), skip Items D(2) and D(3) and 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 financial interest and identify the nature of the financial interest:

 Name
 Business Address
 Nature of Financial Interest

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

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#### 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 (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.

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

**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, as amended, 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, as amended, 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 Ver.2018-1 Page 9 of 15 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," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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 Ap	plicant?
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
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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?

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Y	es	

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

T Ye
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No

7 No

No

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

# SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

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 Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at <u>www.cityofchicago.org/Ethics</u>, 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 this ordinance.

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 City transactions. 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 in, and appended to, this EDS may be made publicly available 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 MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

#### CERTIFICATION

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

(state).

Chicago Journeymen Plumbers Local 130, UA

(Print or type exact legal name of Disclosing Party)

By: <u>Cames 7. Counc</u> (Sign here)

James F. Coyne (Print or type name of person signing)

<u>Business Manager</u> (Print or type title of person signing)

1, 10, 2024 Signed and sworn to before me on (date)

at <u>Cook</u> County, <u>IL</u> <u>*Vichie* A. Hortanshi</u> Notary Public

Commission expires: //av

VICKIE A KOSTANSKI Official Seal Notary Public - State of Illinois My Commission Expires May 7, 2024

(Sign here)

Kenneth A. Turnquist (Print or type name of person signing)

Financial Secretary Treasurer (Print or type title of person signing)

ne. By:\_ (Sign here)

Patrick F. McCarthy (Print or type name of person signing)

Recording Secretary (Print or type title of person signing)

#### 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%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC 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% 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?



**N**o

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% (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 MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes

No 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 MCC Section 2-92-416?

]Yes

]No

The Applicant is not publicly traded on any exchange.

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

# CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT APPENDIX C

# PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (<u>www.amlegal.com</u>), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

🗌 Yes

No

 $\sqrt{N/A}$  – I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked "no" to the above, please explain.

# 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:

Chicago Title Land Trust Company Land Trust dated September 10, 1925 and known as Trust Number 15408

# Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. I the Applicant/Owner

OR - 2. a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name:

OR

3.  $\square$  a legal entity with a direct or indirect right of control of the Applicant (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:		1340 W Washington		
		Chicago, IL 60607		
C. Telephone: <u>312-421-1010</u>	_ Fax:	· · · · · · · · · · · · · · · · · · ·	Email: kturnquist@ualocal130.org	
D. Name of contact person: Kenne	th Turnquist		<i>,</i>	
E. Federal Employer Identification	No. (if you	ı have one):		
F. Brief description of the Matter t property, if applicable):	o which thi	s EDS pertains	. (Include project number and location of	
Planned Development for property local	ted at 1336-1	364 W Washing	ton/100-138 N Ada/1349-1389 W Randolph	
G. Which City agency or departme	nt is reques	ting this EDS?	DPD	
If the Matter is a contract being han complete the following:	dled by the	City's Departr	ment of Procurement Services, please	
Specification #	·	_ and Contract	:#	
V 2018 1	<b>D</b> .			

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# SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

# A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Pa	rty:
Person	Limited liability company
Publicly registered business corporation	Limited liability partnership
Privately held business corporation	Joint venture
Sole proprietorship	Not-for-profit corporation
General partnership	( $\overline{\text{Is}}$ the not-for-profit corporation also a 501(c)(3))?
Limited partnership	Yes No
✓ Trust	Other (please specify)
	· · · · · · · · · · · · · · · · · · ·

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

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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

✓ Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

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

Name Chicago Journeymen Plumbers Local 130, UA	Title Beneficiary	

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. 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: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	8	est in the Applicant
Chicago Journeymen Plumb	pers Local 130, UA 1340 W Washington,	Chicago, IL 60603 100%	
. <u></u>			
SECTION III IN	COME OR COMPENSATIO	ON TO, OR OWNERSHIP	BY, CITY ELECTED
OFFICIALS			

Has the Disclosing Party provided any income or compensation to any City	elected official	during the
12-month period preceding the date of this EDS?	Yes	<b>N</b> o

Does the Disclosing Party reasonably expect to provide any income or comper	isa	tion to a	iny City
elected official during the 12-month period following the date of this EDS?		Yes	🖌 No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?
If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(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 (as defined in MCC Chapter 2-156), 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. 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 Business retained or anticipated Address to be retained) Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)

Fees (<u>indicate whether</u> <u>paid or estimated</u>.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.

(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**

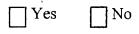
# A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC 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  $\square$  No  $\square$  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?



# B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. 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, during the 5 years before 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 subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before 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.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) 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 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 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 subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any 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.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant 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 MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant 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 Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

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contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. 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:

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.

12. 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 date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

13. 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 \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

# C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that the Disclosing Party (check one)
 is is not

a "financial institution" as defined in MCC Section 2-32-455(b).

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 MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. 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."

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

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 FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, 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?



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), skip Items D(2) and D(3) and 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 financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial 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

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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 (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.

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

**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, as amended, 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, as amended, 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 Ver.2018-1 Page 9 of 15 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," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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 que	estions below:
1. Have you developed and federal regulations? (See 41	do you have on file affirmative action programs pursuant to applicable CFR Part 60-2.) ] No
•	oint Reporting Committee, the Director of the Office of Federal Contract Equal Employment Opportunity Commission all reports due under the s? No Reports not required
<ul> <li>Have you participated in a equal opportunity clause?</li> <li>Yes</li> </ul>	any previous contracts or subcontracts subject to the
If you checked "No" to questi	on (1) or (2) above, please provide an explanation:

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# SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

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 Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at <u>www.cityofchicago.org/Ethics</u>, 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 this ordinance.

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 City transactions. 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 in, and appended to, this EDS may be made publicly available 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 MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

# CERTIFICATION

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

Itle Land Trust Company Land Trust dated September 10, 1925 and known as Trust Number 19 (Print or type exact legal name of Disclosing Party) Sign here) By: Kenneth A. Turnquist James F. Coyne (Print or type name of person signing) (Print or type name of person signing) Financial Secretary Treasurer **Business Manager** (Print or type title of person signing) (Print or type title of person signing) Signed and sworn to before me on (date) July 10, 2024, at Cook County. IL (state). By: (Sign here) Notary Public Patrick F. McCarthy (Print or type name of person signing) Commission expires: May 7, 2024 Recording Secretary (Print or type title of person signing) VICKIE A KOSTANSKI Official Seal Notary Public - State of Illinois Ay Commission Expires May 7, 2024

# 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%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC 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% 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

**N**o

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% (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 MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

7 Yes

No 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 MCC Section 2-92-416?

Yes

No

 $\checkmark$  The Applicant is not publicly traded on any exchange.

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

# CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT APPENDIX C

# **PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (<u>www.amlegal.com</u>), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

T Yes

No No

 $\sqrt{N/A}$  – I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked "no" to the above, please explain.



Chicago Title Land Trust Company

# Land Trust Review

Trust number to be used on documents: **15408** 

Original signatures needed on direction for the trustee to sign mortgage or deed (Power of Direction):

ANY TWO OF THE FOLLOWING OFFICERS: JAMES F. COYNE, KENNETH TURNQUIST, THOMAS E. GAVIN

Lender's signature required on direction to sign documents (Collateral Assignee / Right to Approve): AMALGAMATED BANK OF CHICAGO DATED 10/4/2010

\*Delinquent Land Trust fees due: <u>\$ 0.00(\$30.00 for certified copy of</u> trust agreement dated 1/3/19)

Other requirements:

\*Please note that additional fees will be billed to your account for the signing of mortgage documents or the issuance of a deed. For a quote of these fees, please contact land trust once you know specifically what documents your transaction requires.

Initials: <u>ldt</u>

Date: January 3, 2019

Internal account number: 0001015408

15408 22 Sector Sector

and the state of t

CHELL HERT LATE AND CONTACT une 1/3/19 19 Jain Spain D. Ange

# Chicago Title Land Trust Company

### **CORPORATE RESOLUTIONS**

I DO HEREBY CERTIFY that I am the duly elected and qualified Secretary of <u>Chicago</u> <u>Journeymen</u> <u>Plumbers' L.U. 130</u>, U.A. \_\_\_\_\_, a corporation organized and existing under the laws of <u>Illinois</u> \_\_\_\_\_\_, and that the following is a true and correct copy of certain resolutions duly adopted at a meeting of the Board of Directors thereof held on <u>june 26, 2014</u>, and that such resolutions are now in full force and effect:

BE IT RESOLVED that the officers of this corporation are authorized to execute a Trust Agreement on behalf of the corporation dated <u>September 10, 1925</u>, and known as Trust No. <u>15408</u> with Chicago Title Land Trust Company.

OR

BE IT RESOLVED that this corporation accept an assignment of the beneficial interest in and to that certain Trust known as Trust No. \_\_\_\_\_\_\_ under Trust Agreement dated \_\_\_\_\_\_\_ with Chicago Title Land Trust Company.

AND BE IT FURTHER RESOLVED, that any \_\_\_\_\_ of the following described officers of this corporation are hereby given the authority to direct the Trustee:

- (1) To convey title to said real estate
- (2) To execute and deliver deeds, mortgages, notes and any and all other documents pertaining
- to the property
- (3) In all matters regarding the Trust

AND BE IT FURTHER RESOLVED, that any \_\_\_\_\_\_ of the following officers are authorized to execute assignments, assigning all or part of the beneficial interest of the aforesaid trust.

AND BE IT FURTHER RESOLVED, that the authority of the following officers be continuing and, unless notified in writing to the contrary, the trustee, any purchaser of the real estate or of the beneficial interest, or any person loaning money or otherwise dealing with the following officers shall be fully protected in relying the direction of these officers and no one shall be required to see to the application of monies or assets paid or delivered to these officers or pursuant to their direction or to inquire into the propriety of the exercise of their authority:

PRINTED NAME	TITLE	SIGNATURE
James F. Coyne	Business Manager	Clames F. Cuyne
Kenneth Turnquist	Financial Secr/Treas	Chennet Junge St
Thomas E. Gavin	Recording Secretary	Thomas PUA-

AND BE IT FURTHER RESOLVED, that the Secretary of the corporation is authorized to certify under the corporate seal of the corporation, to said Chicago Title Land Trust Company, a copy of these resolutions and the names of the parsons authorized to act on behalf of the corporation in the premises, and said Chicago Title Land Trust Company is hereby authorized to rely upon such certificates of the Secretary of the corporation until it is formally advised of any changes herein by a subsequent certificate and under the corporate seal.

IN WITNESS WHEREOF, I have hereunto affixed my name as Secretary, and have caused the corporate seel of said corporation to be hereto affixed, this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ June \_\_\_\_\_\_ (2014\_\_\_\_\_\_)

Themen L. H-

Rev. 03/2014

Grantors	CHECAGO JOURNEYNICH PLODOCH DINORY _ 1 LANGER ANALGAMATED BANK OF CHECAGO
Rates	arcons in the bootes above are for Lander's use only and do not juit the applicability of this document to any particular bank or lines. Any term above containing, if "I hep-back doing to that langth limitators,

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AMALQAMATED BANK OF CHICAGO DNE WEST BONROE CHICAGO, IL 4000

HAN INCOME DENCEMET THIS COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST dated Outober 4, 2010, is made and amounts between CHICAGO JOURNEYMEN PLUMBERS UNION LOCAL 130, U.A., 1340 W. Wanhington; Chicago, IL 80507-1935 ("Grantor") and AMALGAMATED BANK OF CHICAGO ("Lender").

GUODATION (CONTROL) with Additional addition to be addition of the Childracky and severally grants a severity intervent in and several in and to the Trust destruction and severally grants a severity intervent in and several in and to the Trust destruction in the Beautiful Lander and a grant that and to the Trust destruction in the Beautiful Lander and agrees that is the Trust and the beautiful Lander and agrees that is the Trust and the beautiful Lander and agrees that can be the right, the several property had in the Antigement with respect to the beautiful Lander and the beautiful Lander and to the Antigement with respect to the beautiful Lander and the beautif

PROPERTY OEXCREPTION. The word "Colliment" as used in the Assignment summe all of Granicr's right, the and benulchil has set in and to the Trust and the following property, whether new comed or hereafter accurate and whether now existing or hereafter sitting:

- (A) All additions to and all replacements of and additibutions for any property describes above.
  (8) All products and produce of any of the property describes in this Collected section.

(C) All incounts, control rights, general translation, betruments, mories, prynemis, and all other rights, arking aut of a axis, teams, or other disposition of any of the physicily described in this Collected another.

(D) All presents (Including Insurinous processes) least the sale or other dependion of any of the property described in this Collisional section.

(2) All records relating to any of the property described in the Columni endlow, whether in the fant of a writing, microfishs, or mois media

The word "Property" means all property, or the therete, hald in or by the Yosh, including without induction at interasts in the Real Property, whether now adding or hereafter included in the Treat,

The words "Next Property" mean the following described real property, together with all existing or extensively revolut or efford buildings, improvements and features all exercises, replies of way, and experimensing all water, water refers, watercourses and dech rights (building slott in utilities with other or informin rights); and all other rights, much protected the real property, inducting without induction all minutes, of, gas, prohesmal and similar methors, busided in GOOK Gounty, fields of Minutes

Boo EXXABIT "A", which is estached to Unit Assignment and made a part of this Assignment as if hely set forth herein

The Ami Property of Ba address is commandy burnes as 1940-1986 W. WARHIGTON'IS68-1407 W. MARDLPH, CHROADD, R., The Property was kantification mumber in 17-06-227-021-0203, 17-06-227-024-0203, 17-06-227-024-0203, 17-06-227-024-0203, 17-06-227-024-0203, 17-06-227-024-0203, 17-06-227-024-0203, 17-06-227-024-0203, 17-06-227-024-0203, 17-06-227-024-0203, 17-06-228-026-0203, The Real

RIGHT OF BETORY. To he extent permitted by applicable law, Lander searces a thirt of early 11 eff Genter's accounts with Lander (whebor origiting, anviron, or some other soccure). This includes all accounts General botts pithy with somoone whe and all accounts General may open in the Acts. However, the does not include any IRA at Keigh accounts, or any test soccure for which excit would be prohibited by law. Canvior autorities Landor, to the societ pomitted by applicable back, to charge or setting tests soccure be lacticized as against any and all accounts.

FOWER OF DERECTICAL. The sole power of directors under the Trust shell be held by Landon.

NEPREBENTATIONS AND WARRANTHES CONCERNING COLLAYERAL. Graver represents, meaneds and coverants to Londer at all three when the Amigement is to effect as informer.

Perfection of Security Internet. Granter agrees to execute and deferr to Lander with easilyments and other documents and to take whetever other extense are proposed by Lender to particle and continue Lander's endpotent and easily internet in the Collaberd. Granter whet deferr to Lander all original documents creating that Trans, unless start documents are handling the Collaberd. Granter by Lander, Upon request of Lander, Granter will deferr to Lander any and all of the decisions evidencing or constituting the Collaberd.

Yransactions Involving Collateral. Granter makes the following representations and varianties with respect to the Property.

Additional Lines. Chartor shall not personally placing matching association and memory on the property to be explored. Additional Lines. Chartor shall not personally placing matchings, matchings or otherwise genuit the Property to be explored to any fee, ensuring interval, encounterval, or charge, other these the security beaved graded and of the Analymenet Author the prior expressed authorizes and devol-builds excertly intervals even if function is right to the security beaved graded and the Analymenet Authorizes and devol-torial to accurd, or register goods to be true rescales, any matchingwent eventsment when the Analymenet and the any portion of the indepletionese remains lapsaid. Genetics shall not dread Tausse in feese, and, tenseer or encumber any of the Property in the Third four after or parmit anyone also to do and without lander's prior terilian anneae. Thinking toos and advices the Property in the Third found by the providence of the Analyment end to manyotics and house the power of direction as being using varied in a charder, scored as otherwise day to expected feereds.

POESSERVICH AND NAMTEHANCE OF THE PROPERTY. Grands agrees the Grants's possession and use of the Property shell be governed by the following providence:

Personalism and Use. Unlif the occlaments of an Event of Default, General way (1) remain in possession and control of the Property; (2) use, opened or manage the Property; and (2) opened the Rests from the Property.

convex or names the Property; and (2) odded the Reak from the Property. Complement With Environmental Lates. Otherbor impresente and unserver to Lander that: (1) Curtic the portod of Generatio overanity of the Property. Here has been nor own, generating, methanism, extenses to Lander that: (1) Curtic the portod of Generatio overanity of the Property. Here has been nor own, generating, methanism, extenses to Lander that: (1) Curtic the portod of Generatio overanity of the Property. Here has been nor own, generating, methanism, extenses to large transfer of unservice have beet the Property. Editorization by any previous of comparises of the Property. (2) Genetic has no throatedge of, or reason to believe that the Property by any previous distance of the Property by any previous distance on under any theorem of the Property by any previous distance of the Property that use, generation, methanism, extender with the genetic as under the factor of the Property that use, generation, methanism, extender of use of the Property that use, generation, store, store, trading of the subscreaments of the Property that use, generating the conducted by the subscreament of the subscreament of the trading of the subscreament of the Property that use, generating the conducted is complement or one beams of the property that use, generating the conducted the complement of the subscreament of the subscreament of the subscreament of the property that use, generating the conducted is complement or of the subscreament, and the subscreament of the subscreament of the subscreament, and the subscreament of the subscreament, and the subscreament of the subscreament of the subscreament, and there are the subscreament of the subscreament. The property of the subscreament of the subscreament, and there are the subscreament of the subscreament, and there are the subscreament of the subscreament of the subscreament. Subscreament of the subscreament, and there are the subscreament of the subscreament, and the subscreament, and there are the subscr

Numeria, Wante. Granica chail not cause, conduct or parent any relearce nor control, parent, or sufar any stopping of or vessio do or to be Property or any parties of the Property. Without insting the generality of the bregoing. Generar will not sensore, or grant to any other party the right to remove, any device, otherwise (inducting all and gen), coal, day, score, and, general or rock products where Lander's prior version consect.

Removed of Improvements. Countor shell not dentalisk or remove any inprovements from the Real Property without Lender's prior without consent. As a condition to the removed of any improvements, Lander may regard Grantor to make anergenerate sedelatory to Lander to replace

### COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST (Continued)

### Loan No: 0101

#### nie with improvements of at least equal value. and more

Lander's Right to Sinter. Lander and Lander's egents and representatives may ever upon the Real Property at all reasonable times is allend to Lander's Right to Sinter. Lander and Report for purposes of Greature complexice with the terms and constance of the Assignment.

Compliance With Laws. Granter transmiss that the Property and Granter's use of the Property compline with all existing applicable laws, ordinances, and regulations of governmental multionities.

Duty to Protect. Granics agrees native to obscalar of here unattended the Property. Granics shall do all other acts, is addition to Prese acts and toris above in this sension, which toom the character and use of the Property are reasonably recessery to protect and preserve the Property.

TAXES AND LINK. The following provisions relating to the basis and fars on the Property are part of this Assignment

Personal. Association that pay where due (and in all events prior to delegamory) of lansa, payof lansa, spacial lansa, seasonaries, wher due gan and scale service shall pay where due (and in all events prior to delegamory) of lansa, payof lansa, spacial lansa, seasonaries, wher due gan and scale service delega lands against or on eccurt of the Property and shall pay when due all claims to work done on at for earders rendered or meaned lambad to the Property. Grandor shall realisch the Property tee of any lines having priority over or could to the interest of lands under the Association state of the base from space space to be welling by Lander, and eccept for the last of laces and not due as larter specified in the Right to Control personant. er altergee

nor cus as array spectrum of the regist to Contral paragraph. Population to pay, so clarge as Landon's because on the Property is not page-stand, or adden to connection with a good fails depute over the cologistics to pay, so clarge as Landon's because to the Property is not page-stand. If a low arbos or is listd as a result of accompany. A Granico or Buyer shall within Mean (12) days after the flat states or, if a law is flat, which these (15) days after Genetar or Rayer that notice of the flatge-same dead within Mean (12) days after the flat states or, if a law is flatg, which these (15) days after Genetar or Rayer that notice of the flatge-same dead within Mean (12) days after the flat states or, if a law and the states of the flatge-methodicary to bandon the amount authorized to *Landon* to the an and days of the control or other despites that or other escentry and to bandon the amount authorized to control to bandon the state of the states of the flatge-d is transformed against the France to the states, Granter or Buyer that dates is an estimated and states are not shall estimate any constant of the states are an estimated and any states and the states are an estimated to the states of the states o

Evidence of Peyment. Counter shall upon doward furtish to Londer sublicities existence of peyment of the lasce or measurements and shall suffering the spanophile powersaudal official to defear in Londer at way last a weight determine of the lasce and eccepterian against the eutronics the Property.

Notice of Conscrussion. Charton shall notify Lunder at least litera (10) days before any work is commenced, any environs are borthinted, or any meaning are supplied to the Property. If any machanizer liter, meaningment liter, or other the could be accessed on ecocast of the work, services, or majorities, Cannor will upon request of Lander barries to be determined antibiotopy to Lander that Charton can and will pay the cont of such improve

PROPERTY DAMAGE BERURANCE. The following provisions relating to heaving the Real Property are a part of the Assignment.

Maintenance of Insurance, Carenter shall procure and antenais policies of the tearance with standard extended onceange endorscenaries on a replacement basis for the full insuable value covering all improvements on the Real Property is an annual sufficient to evold application of any outrearance filese, and with a standard manages causes in lever of Landar. Policies shall be written by such teams on policies of any form as many to insurance of any annual to be content. Cannot shall be determined and coverage with the teams containing a substance to insurance will not be content to Landar. Cannot shall determ to Landar overflag on coverage with the teams containing a substance that coverage will not be content of an intervent a adminum of thirty (30) days prior written notice to Landar.

explaints that coverage will not be cancelled as distributed where a settiment of Edry (20) deep prior which notice to Lander. Application of Processis. Greents shall promptly notify Lander of any bins or demaps to the Property. Lander may analy proof of box if Greetor has to do so within them (16) days of the cancelly. Whether or not Lander's secondly is implement, Lander may at Lander's denoter, monitor and reach the processis of any learnings and apply the processes to the reduction of the Industriess, payment of any bins Allociting the Property, or the restoration and copies of the Property of the processes to the reduction of the Industriess, payment of early the Allociting the Property, or who restoration and copies of the Property of the processes in the second to early and regard, cancer any and a probable or mpines the damaped or descroped improvements in a moreover estimatory to Lander's Lander the light was backed under the Analysment, Any proceeds which have not been discussed within 180 days ofter their monitor and which Lander the not consulted to the reducting of the Property shall be explored in the processes within 180 days ofter their monitor to Analysment, then to pay accound humani, and the restoration of the Property shall be explored into pay any encound environment which Analysment, then to pay accound humani, and the restoration and proceeds which to pay any encound where the second monitor to the the Analysment, then to pay accound humani, and the restoration and proceeds which to be provide from the industriance. It cander that which Lander the last count is for the industriance and the payment is all of the industriance. If any can be explicit to be provide from the industriance and pays.

Encaptional insumance at Bala. Any unsuched insurance shall be be benefit of, and pase to, the purchases of the Property ocvared by the Assignment at any pushed's sale or other ande hald under the provisions of this Assignment, or at any topolotics will of such Property.

Granar's Report on Insurances. Upon request of Landar, however not none test once a year, Chartor shall furtish to Landar a report on each adding policy of hazannos shoulding. (1) the passes of the insurer; (2) the data hazand; (3) the smooth of the policy; (4) free policy fraction the then oursel inplement value of such patyments, and the masses of detending that value; and (5) the expirition data of the policy. Granto that, sport request of Landar, have an independent approximation to detending that value; and (5) the expirition data of the policy. Granto that, sport request of Landar, have an independent approximation of detending that value; and (5) the expirition data of the Property.

WARRANTY, DEFENSE OF YITLE. The following provisions relating to committe of the Collegent and Property are a part of the Assignment:

This. Creator woments and covenance that Granter is the sale owner of the transful interest in the Trut, tree and over a district resonance that an except in the sale owner of the resolution interesting interest and overage and the resolution of all targe, accurate the sale owner of the resolution interest in the resolution of the res

Detense of This. Subject to the ecception is the paragraph above, Cravits wave eccient the level detens of all parameters. In the event way action or proceeding to a and the boos the er delect ihe stie to ihe Co equine the level choice of all partners. In the event way action or proceeding is commanded that quantum during's life or the train under the Assignment, Cantor shall defend the action of Queent's separate. Gavant rear by the terminal party is and probable shall be artified to participate in the proceeding and is the expressional of the proceeding by counsel of Ladder core choice, the shall be artified to participate in the proceeding and is the expressional of the proceeding by counsel of Ladder core choice, and advert, or cause to be defined, to Lander such instruments as Lander and you and how the bine to parall such paticipation. at of 1.6

Compliance with Coversionable Requirements. Grantst shall propply comply with all lows, orderpress to the property for providence, and regulations, now or leave to the constraints of the second states of the second stat

CONDILISIATION. The following provisions relating to conductmention proceedings are a part of the Assignme

Applimiters of Net Presents. If all or any part of the Property is conducted by entrest donain proceedings or by any proceeding or purch In two of conductation, Landar may at its decision suggles that all or any portion of the net proceeds of the most be explicit to the indicating or the report or restoration of the Property. The net proceeds of the search shall seen the second site payment of all rescarable costs, expan-end advanced has bound by Landas to consection with the combinationalis.

Presentings. If any proceeding in conductivation is likel, Genetor shall promptly neity Lentisr in writing, and Granicer shall promptly take such stops so may be recessory in chines the extern and chinis the severil. Genetar may be her torshall party in a such proceeding, but Lender theil her writing is professionly the proceeding and to be proceeding by fourmed of Be over charlos and Granicer all defer or openes to harder to chinese to be representing and to be commanded in the proceeding by fourmed of Be over charlos and Granicer all defer or openes to hardering to Linder such instruments and documentation as may be negative to be from time to time to time to participation.

DGFAULT. Each of the following, at Landar's option, shall constitute an Swart of Delouit under this Assignment:

Peyment Datest, Grantar talk to make any payment when due under the indetectment.

Other Delautes. Charter fails to comply with or to perform any other team, abligates, covenent or condition cartained in this Assignment or in any of the Related Documents or to comply with or to perform any team, abligates, covenent or condition contained in any other agreement between Lander and Grantor.

due Valenards. Any warversy, representation of utilization ands of fundated in Lander by Omeror or on Orientor's behalf under (19 algorient of the Related Documents is taken or relatescing is any matshell respect, where now or of the fine succes or keylehed or becomes false maintains in any time Persenter. **CT** 18

Defaultive Collisionalization. This Assignment of any of the Heasted Documents causes to be in Ad tarce and effect (notating taking of any collision document to create a valid and periods decurity interest or has) at any taxe and for any reason.

inectionary. The desclution or termination of Grantor's activities as a going organization, the backwarvy of Grantor, the appointment of a receiver for any part of Grantor's property, any analyzement for the bandit of condition, any type of oracline worked, of the common common of any proceeding under any backwarvy is teactivery leave by or egained Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclaure or torfeiture proceedings, whether by futicity proceeding, ear-help,

### COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST (Continued)

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Loan No: 0101

Page 5

representation or any other method, by any deallor of Granter or by any governmental agency apatheli any property essuring the indubtedeness. This inductes a parabolinest of any of Geneticit's accounts, industry depend accounts, with Leader. However, this Event of Delauti shell not apply if there is a good teth discus by Granter as to the welfary resecretationes of the delati held in the basis of the crafter or inclusion proceeding and if Genetic rives Lander written relates of the welfary proceeding secondary and deposite with tender another or a screek bond for the orabler or infidures proceeding. In we account determined by Lander, is its sole discussion, as larky an adequate reserve or band for the degule.

Shows Affecting Generator. Any of the preceding events accurs with respect to any gassener, and ver, musty, or accommodation party of any of the includentness or guarantice, endower, easely, or accommodation party due or because incompositent or revoluce or deputes the velicity of, or ambity Under, any Guarantice of the includencies.

Adverse Charge. A residul adverse change cooler is Grantof's Insider conditor, to Lander belows the prospect of payment or performance of the incidenties is inquired.

Of the providence. If any detects, other then a detects is provided and if Garder has not been given a notice of a longer of the serve providen of Min Assignment which the preceding busive (10) months, it may be cured if Garder, after Londer words which tailing to Garder demonstring over of each object; (1) each to default which hitly (2) darys of (2) The sure reaches none than hitly (20) darys, transmission biblios which Londer demon is Londer's soft description to be unitaries to care reaches none than hitly (20) darys, transmission reasonable and nonseever steps sufficient to produce compliance as seen as reasonably practices.

REGISTER OF LENDERS. Upon the occurrence of an Event of Delect, Landor, of its option, may exercise any one or more of the following rights and remains in station to any other rights on remarking that may be evenilated that may be evenilated at law, it equity, or alternized

Associated industances. Londor may declare the entry industrians, inducing any prepayment penalty which diomouse would be required to pay, including the end payment.

Assessible Property, Lander may require Constant to deliver to Lander of or any portion of the Property and any and all documents relating to the Property. Lander may require Constant to assessible the Property and make it evaluate to Lander at a piece to be designeded by Lander which is secondarity convertent to both partice. Lander date shall have hid power to enter upon the Property to take possession of and manage the Property.

Property. Bell the Collesteral. Londer shall have full poters to eak, lease, terreter, or otherwise deal with the Collesteral or proceeds thereof in its own research or that of Gentor. Londer may sell the Collesteral ed public auxies. Unless the Collesteral treatments to decine apartily in value or its of a type custometry with on a recognized method, Londer will give Gentor measurable robes of the base after which any private sale or any wher iteration deposition of the Collesteral is to be made. The requirements accorder or due to be a siter which any private sale or any wher iteration of the of the collesteral is to be made. The requirements accorder or due to be a siter which any private sale or any wher iteration the time of the sale or disposition. All expenses whething is the deposition of the Collesteral, including where iteration are or during over the time of the sale or disposition. All expenses whething the deposition of the Collesteral, including where a subsecting each, response of taking over the constancy orderice and expendencies, toologing measurable actionage, head, including where a least section of these of signals, advecting each, excitent feess, sould of documentary orderice and exectine and exections, including policies, the hearmore policies and and accustomer supervises of the sale or disposition, policies, and the sale become or a part of the indeviced measurement execution and exections and exections and exections and exections execution the section of the indeviced measurement execution and exections are executed an interview of the indeviced measurement of the too deposition of the foreign one of a sale become or advection of the indeviced measurement execution and executions and executions are associated and executions of the indeviced measurement of the indeviced shale become or a part of the indeviced measurement executed and the indeviced measurement and an execution and the indeviced shale become or any execution and execution and execution and execution and execution and exec

Agreements in Processing Landow values in the many two the right to be placed as mortgages in possession or to have a receiver appointed to take parameters of all or any part of the Property, with the power to present and preserve in Property, to opende the Property proceeding loveclosure or each, and to called the Rests from the Property and apply the processing, over and above the cost of the proteintent of a mortgage of possession or resten and a mort the mortgages in possession or mosters many save without book the presents by a substantial amount. Employment by Landow shall not decaulty a particular from serving as a second-

Collect Revenues. Lender way movels Geselon's signt to manage the Property and to asterd the ranks, busies and profile than the Collebraid, and may, without notice or demand, but possession of the Property, die to which is hald by the Thates, and ethnic hand or through a receiver, collect the creak, hence and profile Exections. To facilitate collection, Lender any notify Grader's assault debiate bolanting any tenaries an time Property to make permite directly to lander.

Chanks Dickincoy. Larcher may obtain a Arigment for any deficiency remaining on the indetingness due to Larcher alter applications of all amounts received incer the describe of the rights provided in this Antipressit.

Convert to Presendings. Gentor expressly converts and spees to the builder of any proceedings by Lander to entore the Agreement and In ten against the Collegent to effect a sele termed, or to where payment of the hole and indekternes, which provide all or reduction to possession of any other property pledged to sesses the Mole or Indektedness, which regard to the terms or provisions of the Note or whiten and undertaining to the add or reduction to possession of any such pledged property.

Other Rights and Remarks. Lander shall have and only suspeed any or all of the fights and remarks of a secured oracles under the provisions of the Uniform Commercial Code, at law, in savely, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Londer's rights and remotiles, whether evidenced by the Assignment of by any often writing, shell be considerive and may be envided singleiny or concurrently. Gentem by Lander to guesse any remoty shell not except proved of any other remedy, and in deciding in generalized as to take astern to perform an obligation of Canador under the Assignment, after Canador before being what not effect Lender's right because astern and callegates of Canador under the Assignment, after Canadors before to perform a shell not effect Lender's right because a detaut and anothe its remotive.

Alter the respective and varies and a service and a service of the service of the service of the service the service of the se

EDEDCHS EXPERIENCE is the which and cancer along to account any of the insteading under the Adelgreenet Excluding defull instruction. LENDER'S EXPERIENCES, if any action or proceeding is accounteneed their would materially effect Landor's instrumt in the Property or it Grunter falls to comply with EXP profetan of the Adelgreener or any under the Adelgreener or any Packade Documents, Landor er Grunter's balant may fall with any context to cancer or proceeding the Adelgreener or any Packade Documents, Landor er (arrestor balant may fall with a data back to adole the adole of the Adelgreener or any Packade Documents, Landor er (arrestor balant may fall with a data back to adole the adole of the Adelgreener or any Packade Documents, Landor er (arrestor balant may fall with a data back to adole the adole of adole to adole the adole of the Adelgreener or any Packade Documents, Landor er (arrestor balant may fall with a data back to adole the adole of a data back and the adole of the Adelgreener or any the adole of the adole of the adole of the Adelgreener of the Ad

RECHTS TO LENDER (CONTINUED). In the event that Lander database is detail, Lander that early a writes Shity (30) day Hotos of Default allowing Borrower to ours or resolve any claimed databili prior to the Lander exercising any fight or shert action provided haves.

MRCELLAREOUS PROVISIONS. The tolinuing interestimates provisions are a part of the Assignments

Amendments. This Assignment, together refer any Related Goouwards, constitutes the order understanding and agreement of the paties as to the matters set both in this Amigramics. Ho election of or ensurfacet to the Amigramic shall be adjusted unline given is unling and signed by the party or parties cought to be sharged or bound by the allocation of or ensurfaced.

Be party of prive oxign to be exampled of exciting by two examinations or examinations. Alternays<sup>14</sup> Peak Benerson. If London functions only and or action to enforce any of the terms of this Assignment, London shall be entitled to recover such terms are sound may excit any excit or actions to enforce any of the terms of this Assignment, London shall be entitled to recover such terms are sound may excit any excit or actions to enforce any of the terms of this Assignment, London shall be entitled to recover such terms are sound may excit any excit and the section any expend. Veneties of not any excit and the protection of the Interest or the enforcement of the depth shall become a part of the inductories prysitile or demend and shall be transformed by terds are from the date of the expendence und regard. Expenses covered by the party tert hands, which the terms', however explicit to any terds under opphratite terd, London's attornayed teres and London's legal expenses, shall not not the terms is a beated, holdstog demays' teres and corporess to the terms' exitence and London's legal expenses, whether of not there is a beated, holdstog demays' teres and part-jutcransf collection environe, the order of the section to modify any automatic date or the terms', appendix. Althouge demays' teres and part-jutcransf collection environe, the order of the section to modify or vents are yet automatic date or the terms', appendix, and appreciated terms of the termsone, to the extend particular terms of the terms any out costs, in addition to all other sume provided to term.

Capition Headings. Capiton headings in this Assignment are for convenience purposer only and are not to be used to Hearpini or define the providence of the Assignment.

Governing Lase. This Assignment will be governed by findered two spelloshie to Londer and, to the extent not presented by federal two, the laws of the finite of Findle without regard to its confilets of inv provisions. This Assignment has been assessed by Londer in the

# COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST

Losn No: 0101

(Continued)

· Pege 4

#### Brone of Stinute.

Chericas of Venue. If there is a lemnuit, Garnior agrees upon Lander's request to submit to the jurisdiction of the county of COOK County, State of

Manger, There shall be no exercise of the interest or extend orseled by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lander in any capacity, without the written consent of Lander,

react by or we was services or services or any capacity, weiche the transit operation of Lender, Medican, Any notice countred to be given under this Assignment shell be given in weing, and shell be sincitive when extendy deliveruid, when actually reacted by teinformaniae (unters otherwise regulted by lev), when deputted with a relicency recorplised eventiant country, or it analised, when deputted in the Under Bains mail, as that class, contrive or regiment on the possible during the actually country, or it analised, when deputted in the Under Bains mail, as that class, contrive or regiment on the possible possible during the actuality recorpline beginning of the Assignment. Any party may shange its activate for house inder the Assignment by giving found watters notice to the other parton, qualitying that the purpose of the colors in the othergs the party's address. For notice purpose, Gaster agrees to leave intermed it all there of disturbs counted states. Unless otherwise provided or supplied by law, if there is more than one Grantow, any notice given by Londer to any Gentric's count to be notice given at all Garantee.

Conservisity. If a court of competent jurisduation that any provision of the Analysment is be taged, breakt, or user/processie as to any decompetence, that index stati not make the other ding provision itsgel, breakt, or user/provision stati for circumstance. If sealthe, the other they provision stati for completence modeled are that it becomes lead, which or decompation. If the other they move the network the test is any other circumstance. If sealthe, the other they provision static box the Analyseant, Unless other tests englated by law, the leads the other tests consisting or user to any provision of Units Analysment shall not affect the legality, validity or autoconstitily of any site provision of the Analyseant.

The comparison and Averages. Buckless to any Bulgaries eland in the Assignment on Service of Decetor's Interest, the Assignment and the Differg upon and there to the bandling the parties, that uncompare and matgras, if eventeethy of the Property Inservice wated by a person other than Graphy, Lander, without notice to Grantor, may deal with Grantor's elements with reference to the Assignment and the Indefendence by way of tochamacter or extention without relaxeding Graphy from the displayment of the Material and Indefendences by way of

rej of Representations and Warmstee, All representations, warmstee, and apsends in work of granter in the Ambroard shall evolve region and delivery of the Androards, shall be construing in relate, and shall sends in Ad Jorce and elect until such this as Granter's advess shall be paid in tail. **Gundani of Teams** 

Time is of the Reasons. Time is of the assume in the parlormance of this Assignment.

Water Jury. All parties to this Assignment hareby water the right to any jury trial in any estion, proceeding, or counterclaim brought by new party seningt any other party.

بأزاره معشقان isher of Hermatian Remaption. Granter having releases and velves at Aphs and bandle of the homesteed exercition leve of the State of rate as to all historicase secured by this Assignment.

Bit the spin standards exception by the receptions. He where the London London shall not be descent to be an orthog any right under the Assignment unless such water to given in writing and signed by Lindon. He delay of emission on the part of Landard in severaling any right shall operate as a water of each right or any other right. A water by Landon of a provision of the Assignment shall not projecte ar constitute a water of Landards right of termine the constitution with the provision or any other provision of the Assignment. He private here the water of Landards right of termine the constitution with the provision or any of Landard rights of of any of Cantart's togicales as to any faure transmission. Without the consert to industry any faure such and any rights of of any of Cantart's togical by Lander is any faure transmission. Without the consert to industry and faultic such as the consert is specified and in all cases such consert of or without in the sole description of a statement is stated under the Assignment is specified and in all cases such consert of or without in the sole description of the sole descript ogneent in of Lander.

DERNITIÓNS. The introducting capitalized words and instea shall have the following steamings when used in the Assignment. Unless apacifically elabor to the carbory, of references in datar annotable deal mean associate in limited access of the Unless States of Assatcs. Words and terms used in the singular shall include the plant, and the sharel shall enclude the stategiate, so the carbor of the Unless States of Assatcs. Words and terms used in the Assignment shall have the insertings attributed to such terms in the Unlisher Context carbor of the Unlish Assignment shall have the insertings attributed to such terms in the Unlisher Context carborated Context.

Assignment. The word "Assignment" means the Colletent Assignment of Beruficial Interest, as the Colletent Assignment of Derucitial Interest may be extended or modified families to line, logebur with all activities and scientific ethicate to bis Colletent Assignment of Beruficial Interest due time to line.

Sprower, The work "Nortewer" means CHICAGO JOURNEYMEN PLUMMERS UMON LOCAL 130, U.A. and includes all co-signers and co-makes signing the Note and all that accounts and assigns.

Contributed. The word "Ordinatesal" means all of Gramor's right, alle and internal in and to all the Contents as described in the Property Description sectors of the Antigement.

Default. The word "Default" means the Default set forth in this Assignment in the section illust "Default".

Environmental Lays. The words "Environmental Laws" many and all state, betweet and local statuses, seguiations and ordinances relating to the pretention of burners health or the environment, insteading vetteral Relation the Comprehensive Environmental Persponse, Comprehensive Labelly Ant of 1990, as anamated, 42 U.B.C. Baccolon 1800, at east, (CERCLAY), the Duptortal Anamateutin and ReactionStation Ant of 1980, Pub. Labelly Ant of 1990, as anamated, 42 U.B.C. Baccolon 1800, at east, (CERCLAY), the Duptortal Anamateutin and ReactionStation Ant of 1980, Pub. Labelly Ant of 1990, as anamated, 42 U.B.C. Baccolon 1800, at east, (CERCLAY), the Duptortal Anamateutin and ReactionStation Ant of 1980, Pub. Labelly Ant of 1990, as anamated, as Mateutine Transportation Act, 49 U.B.C. Bestion 1901, et east, the Reactions Conservation and Reactionation Act, 42 U.B.C. Becclam 5007, at east, or other applicable table or federal laws, ade, or regulations actipled pursuest thereto.

Knest of Default. The words "Brent of Default" mean any of the events of datable est fasts in this Analympiani in the default section of this Automani.

Granker. The word "Gravier" means CHICAGO JOURNEYMEN PLUMINERS UNION LOCAL 131, U.A.,

Quaranty. The word "Quaranty" measure the guaranty from guarantor, endower, sweet, or socommodeless party to Lender, including without imbalan a gustanty of ell or part of the Note,

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improvements. The word "improvements" means all adming and future improvements, future, buildings, structures, mobile in the field Property, facilities, additions, replacements and other construction on the field Property. n albud on

Indefinitions. The word "Indefinitions" means of privipal, interact, and other encounts, costs and expenses psychia under the Hole or Related Documents, toother with all remeats of, extensions of, excellated and a consolidations of and substitutions for the Note or Related Documents and any excernite expension or acknowed by Lander to discharge Geselar's obligations of and substitutions for the Note or Related Documents and any excernite expension or acknowed by Lander to discharge Geselar's obligations of an Automatic by Lander to enforce Granut/TS obligations under the Analyzmant, together with halowed on each amounts as previous first Nationary.

Lander. The word "Lander" means AMALGANATED BANK OF CHICAGO, in successors and seeigns.

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Property. The word "Property" means all of Grandor's right, this and interest in and in all the Property as described in the "Property Doscription" eactors of the Assignment.

Real Property. The words "Real Property" mass the real property, blavela and sphir, as Arther described in this Assignments

Related GeoUMantes. The words "Perioded Goourseens" roam all providency roam, and apresents, loss end of the appresents, loss and all other lestuments, agreements, contraction of the second decompose, and all other lestuments, agreements and documents, whether now or hereafter existing, executed to convection with the inducement, whether now or hereafter existing, executed to convection with the inducement, whether now or hereafter existing, executed to convection with the inducement.

Florits. The word "Rents" means all present and future rants, revenues, income, inclus, royable, profile, and other baselist derived item the Property.

Trust. The word "These" means that cartain land level created by a Trust Agreement dated September 10, 1968, 7net Number 18406, and known as TRUST #15408.

Trustes. The word "Trustes" wears CHICAGO TITLE LAND TRUST COMPANY, whose address is 171 N. CLARK STREET, SUITE 575, CHICAGO, E. 60001, and any address of successor humbers.

### **COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST** (Continued)

Loan Not 0101

GRANTOR ADKNOWLEDGES HAVING MEAD ALL THE PROVISIONS OF THE COLLATENAL ASSIGNMENT OF BENEFICIAL INTEREST AND GRANTOR AGREES TO ITS TENMS. THE COLLATENAL ASSIGNMENT OF WICHERCIAL INTEREST IS DATED GOTOBLE 4, 2010. GRANTOR

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### CHICAGO, LOURNEY MEN PLUMEERS UNON LODAL 184, U.A.

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# ACCEPTANCE BY LENDER

west of **Beneficial Interest** for security purposes from Granacy to Law r valuable consideration, Lander Namety access the forecoing Assis in aan tion of the tarepoint Od and the re rdia and alar valuate constants, Lander la read numbers 18408, data September 10, 18 is impound by the Trist Agreement upon the bi internal on it by the Snegoing Assignment. on an TRUET SIGAR, but Lan t to all the b a of the Trust Age all, and in TY 07 1

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### ACCEPTANCE BY TRUSTEE

CHICAGO TITLE LAND TRUET COMPANY, on Editorially, let us Truese, les interest to Lander, air es (orth above, on <u>OCEODET 101</u> provisions of the Truet Agreement Invitande 13405, deues Beplander 10, 1866, Lander, CHICAGO TITLE LAND TRUET COMPANY regress nat to parmit er the foregoing Antiguinest unions estab est le approval by unideg by Lander in the i k al S ni end la rein 1 14

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Date: October 4, 2010

### NewsenJYA Linning **RELEASE (AFTER PAYMENT)**

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and here IN NON CHICAGO JOURNEYMEN PLUMBERS UNION LOCAL 130, U.A. 10 AMALGAMATED -

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Date:

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HOON LOCAL 135, U.A.

THE UNION LOCAL THE U.A.

PARCEL 6:

LOTS 1 AND 2 IN BLOCK 2 IN UNION PARK ADDITION TO CHICAGO (EXCEPT THE NORTH 35 FEET TAKEN FOR THE WIDENING OF WEST RANDOLPH STREET) IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINDIS.

### PARCEL 7:

ALL THAT PART OF THE EAST/WEST 10-FOOT PUBLIC ALLEY VACATED BY ORDINANCE APPROVED BY THE CITY COUNCIL OF THE CITY OF CHICAGO JUNE 9, 1999 AND NOVEMBER 5, 1999 AS DOCUMENT 09043166, LYING NORTH OF THE NORTH LINE OF LOTS 16, 17 AND 19; LYING SOUTH OF THE SOUTH LINE OF LOT 20; LYING EAST OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 16 TO THE POINT OF INTERSECTION OF THE WEST AND SOUTH LINES OF LOT 20 AND LYING WEST OF THE WEST LINE OF THE VACATED EAST/WEST 10-FOOT ALLEY VACATED BY ORDINANCE APPROVED BY THE CITY COUNCIL OF THE CITY OF CHICAGO JANUARY 14, 1997 AND RECORDED JUNE 4. 1997 AS DOCUMENT 97476088, SAID WEST LINE DESCRIBED IN THE LAST RECORDED ORDINANCE AS "THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 1/2 OF LOT 18 ALL IN BLOCK 2" IN UNION PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS 5 AND 6 IN CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8. TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PART OF PUBLIC ALLEY HEREIN VACATED, BEING FURTHER UESCRIBED AS:

THE REMAINING EAST/WEST 10-FOOT PUBLIC ALLEY BEING THE FIRST EAST/WEST PUBLIC ALLEY NORTH OF WEST WASHINGTON BOULEVARD IN THE BLOCK BOUNDED BY NORTH OGDEN AVENUE, WEST RANDOLPH STREET, VACATED NORTH LOOWIS STREET AND WEST WASHINGTON BOULEVARD.

### PARCEL 8:

THE FOLLOWING STREET AND ALLEYS VACATED BY ORDINANCE APPROVED BY THE CITY COUNCIL OF THE CITY OF CHICAGO JANUARY 14, -1997 AND RECORDED JUNE 4, 1997 AS DOCUMENT 97476068:

ALL THAT PART OF NORTH LOOMIS STREET LYING WEST OF THE WEST LINE OF LOT 27 IN BLOCK 5 IN MALCOLM MCNEIL'S SUBDIVISION OF BLOCKS 6, 7 AND 8 OF WRIGHT'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINDIS ALSO DESCRIBED AS:

THE WEST 466 FEET OF LOT 7 IN CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

LYING WEST OF THE WEST LINE OF LOTS 28 AND 29 IN BLOCK 5 IN MALCOLM MCNEIL'S RESUBDIVISION OF LOTS 1 TO 19 AND LOTS 28, 29 AND 30 IN BLOCK 5 IN MALCOLM MCNEIL'S SUBDIVISION OF BLOCKS 6, 7 AND 8 OF WRIGHT'S ADDITION TO CHICAGO

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AFORESAID; LYING WEST OF THE WEST LINE OF LOTS 1, 6 AND 7 IN E. D. TAYLOR'S SUBDIVISION OF LOTS 1, 2, 3 AND 4 IN BLOCK 5 IN MALCOLM MCNEIL'S RESUBDIVISION . AFORESAID; LYING WEST OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 27 IN BLOCK 5 IN BLOCK 5 IN MALCOLM MCNEIL'S RESUBDIVISION AFORESAID TO THE SOUTHWEST CORNER OF LOT 28 IN BLOCK 5 IN MALCOLM MCNEIL'S RESUBDIVISION AFORESAID TO THE SOUTHWEST WEST OF THE WEST LINE OF THE EAST/WEST 14-FOOT ALLEY VACATED BY ORDINANCE APPROVED BY THE CITY COUNCIL OF THE CITY OF CHICAGO, JUNE 16, 1961 AND RECORDED JULY 24, 1961 AS DOCUMENT 18225422, SAID LINE BEING DESCRIBED AS:

A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 29 IN BLOCK 5 IN MALCOLM MCNEIL'S RESUBDIVISION AFORESAID TO THE SOUTHWEST CORNER OF LOT 7 IN E. D. TAYLOR'S SUBDIVISION AFORESAID: LYING EAST OF THE EAST LINE OF LOTS 1, 19, 20 AND 21; LYING EAST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 1 TO THE NORTHEAST CORNER OF LOT 21; LYING EAST OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 21; LYING EAST OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 19 TO THE SOUTHEAST CORNER OF LOT 20 ALL IN BLOCK 2 IN UNION PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS 5 AND 6 IN CIRCUIT COURT PARTITION AFORESAID; LYING SOUTH OF THE SOUTH LINE OF WEST RANDOLPH STREET, AS WIDENED BY ORDER OF POSSESSION ENTERED BY THE COUNTY COURT OF COOK COUNTY, STATE OF ILLINOIS. ON FEBRUARY 9, 1945 AS DOCKET NO. 43426, ALSO DESCRIBED AS:

A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE WEST LINE OF LOT 1 IN E. D. TAYLOR'S SUBDIVISION AFORESAID WITH THE SOUTH LINE OF THE NORTH 35 FEET OF LOT S IN E. D. TAYLOR'S SUBDIVISION AFORESAID TO THE POINT OF INTERSECTION OF THE EAST LINE OF LOT 1 IN BLOCK 2 IN UNION PARK ADDITION AFORESAID WITH THE SOUTH LINE OF THE NORTH 35 FEET OF LOT 1 IN BLOCK 2 IN UNION PARK ADDITION TO CHICAGO AFORESAID:

LYING NORTH OF A LINE ORAWN FROM THE SOUTHWEST CORNER OF LOT 27 IN BLOCK 5 IN MALCOLM MCNEIL'S SUBDIVISION AFORESAID TO THE SOUTHEAST CORNER OF LOT 19 IN BLOCK 2 IN UNION PARK ADDITION AFORESAID, ALSO

ALL THAT PART OF THE EAST/WEST 18-FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 19 AND 28 IN BLOCK 5 IN WALCOLM MCNEIL'S RESUBDIVISION AFORESAID, LYING SOUTH OF THE SOUTH LINE OF THE EAST 20 FEET OF THE NORTH/SOUTH 40-FOOT PUBLIC ALLEY VACATED BY ORDINANCE APPROVED BY THE CITY COUNCIL OF THE CITY OF CHICAGO OCTOBER 28, 1949 AND RECORDED NOVEMBER 29, 1949, AS DOCUMENT 14685635, SAID LINE BEING DESCRIBED IN SAID RECORDED ORDINANCE AS "THE SOUTH LINE OF SAID LOT 19 PRODUCED WEST 20 FEET IN BLOCK 5 IN WALCOLM MCNEIL'S RESUBDIVISION" AFORESAID, LYING SOUTH OF THE SOUTH LINE OF THE REMAINING WEST 20 FEET OF THE NORTH/SOUTH 40-FOOT PUBLIC ALLEY VACATED BY ORDINANCE APPROVED BY THE CITY COUNCIL OF THE CITY OF CHICAGO, JUNE 16, 1961 AND RECORDED JULY 24, 1961 AS DOCUMENT 18225422, SAID LINE BEING DESCRIBED IN THE LAST RECORDED JULY 24, 1961 AS DOCUMENT 18225422, SAID LOT 28 PRODUCED EAST 20 FEET, IN BLOCK 5 IN WALCOLM MCNEIL'S RESUBDIVISION AFORESAID, SAID LINES ALSO BEING DESCRIBED AS:

A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 19 IN BLOCK 5 IN MALCOLM MCNEIL'S RESUBDIVISION AFORESAID TO THE SOUTHEAST CORNER OF LOT 28 IN BLOCK 5 IN MALCOLM MCNEIL'S RESUBDIVISION AFORESAID, LYING NORTH OF THE NORTH LINE OF LOTS 20 TO 27. BOTH INCLUSIVE, IN BLOCK 5 IN MALCOLM MCNEIL'S SUBDIVISION AFORESAID,

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LYING WEST OF A LINE ORAMN FROM THE NORTHEAST CORNER OF LOT 20 IN BLOCK 5 IN MALCOLM MCNEIL'S SUBDIVISION AFORESAID TO THE SOUTHEAST CORNER OF LOT 19 IN BLOCK 5 IN MALCOLM MCNEIL'S RESUBDIVISION AFORESAID, AND LYING EAST OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 27 IN BLOCK 5 IN MALCOLM MCNEIL'S RESUBDIVISION AFORESAID, ALSO

ALL THAT PART OF THE EAST/WEST 10-FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 4, BOTH INCLUSIVE, LYING SOUTH OF THE NORTH LINE OF LOT 21, LYING WEST OF A LINE ORAWN FROM THE SOUTHEAST CORNER OF LOT 1 TO THE NORTHEAST CORNER OF LOT 21 AND LYING NORTHEASTERLY OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 21 TO THE MOST SOUTHWESTERLY CORNER OF LOT 4, ALL IN BLOCK 2 IN UNION PARK ADDITION AFORESAID, ALSO

ALL THAT PART OF THE EAST/WEST 10-FOOT PUBLIC ALLEY LYING NORTH OF THE NORTH LINE OF LOTS 18 AND 19. LYING SOUTH OF THE SOUTH LINE OF LOT 20, LYING WEST OF A LINE DRAWN FOR THE NORTHEAST CORNER OF LOT 19 TO THE SOUTHEAST CORNER OF LOT 20 AND LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF EAST 1/2 OF LOT 18 ALL IN BLOCK 2 IN UNION PARK ADDITION AFORESAID, SAID PUBLIC STREET, PUBLIC ALLEY AND PART OF PUBLIC ALLEYS HEREIN VACATED BEING FURTHER DESCRIBED AS:

THE NORTH LOOMIS STREET LYING BETWEEN THE SOUTH LINE OF WEST RANDOLPH STREET, AS WIDENED AND THE NORTH LINE OF WEST WASHINGTON BOULEVARD; TOGETHER WITH ALL OF THE EAST/WEST 18-FOOT PUBLIC ALLEY IN THE BLOCK BOUNDED BY WEST RANDOLPH STREET, AS WIDENDED. WEST WASHINGTON BOULEVARD, NORTH LOOMIS STREET AND NORTH ADA STREET; ALSO THE EAST 75 FEET. MORE OR LESS, OF THE FIRST EAST/WEST 10-FOOT PUBLIC ALLEY NORTH OF THE WEST WASHINGTON BOULEVARD; TOGETHER WITH ALL OF THE SECOND EAST/WEST 10-FOOT PUBLIC ALLEY NORTH OF WEST WASHINGTON BOULEVARD; NORTH ALL OF THE SECOND EAST/WEST 10-FOOT PUBLIC ALLEY NORTH OF WEST WASHINGTON BOULEVARD, NORTH OF THE BLOCK BOUNDED BY WEST RANDOLPH STREET, AS WIDENED, WEST WASHINGTON BOULEVARD, NORTH OGDEN AVENUE AND NORTH LOOMIS STREET, IN COOK COUNTY, ILLINOIS.

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(many beneficiary (jet) Signaturo(e) of (Include Social S krarity and/or Employer's Identification monbors)

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CHICAGO DURNEYMEN FILMERS LOCAL UNION 30, U.C. AFL SO BY: ROBERT F. WASH, RECORDING BECHENKY, 80807, prove 312-421-1010

EUNID FRUS ChicAugannis Cho TRUST COMPANY CORPORAT SEAL 1002 ACCE NO: 1015408 CHARLE STATE 201 ACCENT.

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### AMENDMENT OF TRUST AGREEMENT

WHEREAS, the CHICAGO TITLE AND TRUST COMPANY. Trustee under the terms of a certain agreement dated 9-10-25 and known as Trust Number 15408, is presently holding the record title to certain real estate;

AND. Whereas, the undersigned First Parties own the beneficial interest in said trust;

AND. Whereas, said trust in accordance with the provisions thereof, terminates twenty-years from the date of said agreement. Saptembar 10, 1985,

AND, Whereas, it is the desire of the parties thereto to extend the term of said trust for an additional twenty years;

NOW, THEREFORE, for and in consideration of the sum of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree that said trust shall continue under the same terms and conditions for an additional twenty years, except however, that the compensation of the Trustee for signing deeds and other instruments shall be its current schedule of charges for services. In addition, the Trustee shall receive each year in advance for continuing to hold tille to the real estate an annual fee equal to the fee charged by the Trustee prior to the date of this amendment, or a fee as determined by the Trustee's then current rate schedule, such final fee determination to be made in the sole discretion of the Trustee. Any real estate conveyed of record to the Trustee subsequent to the date of this amendment shall nor be subject to this agreement unless the Trustee shall issue its written acceptance thereof.

In WITNESS WHEREOF, the first parties hereto have set their hands and seals, and the Trustee has caused these presents in be executed by its Assistant Vice President, attested by its Assistant Secretary and its corporate seal attached, all the

day of August 9 , 1985

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CHICAGO JOURNEYMEN PLUMBERS		
LOCAL UNION 130 U.A.		
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### AMENDMENT OF TRUST AGREEMENT

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WHEREAS, the CHICAGO TITLE AND TRUST COMPANY, Trustee under the terms

of a certain agreement dated Sopt : 10, 1925 and known as Trust Number 15408 is presently holding the second title to certain real estate;

AND Whereas, the undersigned First Parties own the beneficial interest in said trust; as amended

AND, Whereas, said trust in accordance with the provisions thereof / terminates for by grave from the date of said agreement;

AND, Whereas, it is the desire of the parties thereto to extend the term of said trust for an additional tweaty years;

NOW, THEREFORE, for and in consideration of the sum of One Dollar and other good and valuable consideration, receipt and sofficiency of which is hereby acknowledged, the parties hereto do hereby agree that asid trust shall continue under the same terms and conditions for an additional twenty years, except however, that the compensation of the Trustee for signing doeds and other instruments shall be its current schedule

of charges for such services and \$100.20 dollars per year for continuing to hold title to the real estate.

In WITNESS WHEREOF, the first parties hereto have set their bands and seals, and the Trustee has caused them presents to be executed by its Assistant Vice President, attested by its Assistant Secretary and its corporate seal attached, all the

day of September 28th , 19 65.

CHICAGO JOURNEYMAN PLUMBER'S LOCAL: U oft.-C.I.O. (TRAL) (mu) Rec. Seu'y.

CHICAGO TITLE AND TRUST COMPANY

margaret C. Cordeal

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**70-00 381** 

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	A BALLEY J5408
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County ofCQQK	Kenter
of the City	y of
and State of	y sworn, doth depose and say, that
I am, the, Business Manager. of, Chicago, Journey	
Local 139. U.A. AEL-CIO. and that the follo	
and bays been the officers of Chicego Journeys	neo. Plumbers Local
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Arthur F. Smith, President.	
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	Juna, 1955
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DEC. 1 . 1959

## ASSIGNMENT

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Chicago, Illinois Deted.Decambar\_11...1959

FOR VALUE RECEIVED "We" hereby sell, assign, transfer and set over unto\_CHICAGO\_\_\_\_\_\_

Edy Secretary

Witnes:

### ACCEPTANCE

We accept the foregoing assignment subject to all of	the provisions of said trust agreement.
athen J. Smith	Address. J.349. Wast. Washington, Blyd. "Chicago,
Arthur 2 Smith, President	Dlinola
Edward, F., Brabag, Sagrafatayy-Treasurer	Addrest !!
Hand Same	
Stephen E. Lamb, Recording Secretary	

Add

Received a duplicate of the foregoing assignment and acceptance.

Dated at Chicago, Illinois,

this bit day of December A.D. 19.59.

CHICAGO TITLE AND TRUST COMPANY.

(Note: This assignment should be executed in duplicate by both assigner and assigner and one executed copy lodged with Chicago Title and Trust Company.)

REEMENT AMEND

### AMENDMENT OF TRUST AGREEMENT

WHEREAS, the CHICAGO TITLE AND TRUST COMPANY, Trutce under the terms of a certain agreement dated <u>Santember 10, 1925</u> and known as Trust Number L.T.<u>15405</u>, is presently holding the legal and equitable title to certain real estates;

AND Whereas, the undersigned First Parties hold the beneficial interest in the proceeds and avails of such property in accordance with the terms and provisions of said agreement;

AND, Whereas, said trust in accordance with the provisions thereof, terminates swenty years from the date of asid agreement;

AND, Whereas, it is the desire of the parties thereto to extend the term of said trust for an additional twenty yours;

NOW, THEREFORE, for and in consideration of the sum of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hareby acknowledged, the parties hereto do hereby agree that said trust shall conclude under the same terms and conditions for an additional twenty years, except however, that the compensation of the Trustee for signing deeds and other instruments shall be its current schedule of charges for such services and <u>27.60</u> dollars per year for continuing to hold title to the real estate.

In WITNESS WHEREOF, the first parties hereto have set their hands and seals, and the Trustee has caused these presents to be executed by its Vice President, attested by its Assistant Secretary and its corporate seal attached, all the 26th day of \_\_\_\_\_\_ November \_\_\_\_\_, 1946

CHICAGO JOURNEYHEN PLONEERS LOCAL UNION 130, U.A.	.)
President Alfellious Colles (SEA)	.)
Sporotary-Transveror Wetter Colotte (SEAS	.)
Recording Secretary C. O. Dork (SEAL	.)

### CHICAGO TITLE AND TRUST COMPANY

Vice Peulo ecretary

Ferm \$31 836 6-46 PTE

T.A.File Amgind St 15408

# Chicago Journeymen Plumbers

# Local Union 130, U. A.

1340 W. WASHINGTON SLVD, CHICAGO 7, ILLINOIS HATMARMAT TOID

September 30, 1946

Chicago Title & Trust Company 69 N. Rushington St. Chicago 2, Jilinois

Attention: Mr. Orant T. Johnson

Re: Trust No. L. T. 15408

Dear Sir:

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This is to advise you that ir. William E. Quirk and Fr. Frank Bent are no longer officers of the Chicago Journeymon Plumbers, Local Union #130 U. A., therefore, they are not elligible to sign agreements for the Union.

If possible, have the Trust Agreement made out under the Unior's name, with the understanding that the President, Secretary-Treasurer and Recording Secretary will be signators. The Union to notify your office if and when a new pan is elected to any one of these offices.

Yours very truly,

E CA

E. C. O'Toole Recording Secrotary

ECO toh

Att.

## ASSIGNMENT

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Chicago, Hilaola Datcol 27 \_\_/13/

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Views

### ACCEPTANCE

\* accept the foregoing assignment subject to all of the provisions of said trust agreement.

Aidran 1340 11 Addrew 1340 Th Addres 1.34

Address.

Received a duplicate of the foregoing andgrament and acceptance. Dated at Chicago, Illinois,

CHURCO TITLEAND TRUST COMPANY,

(Note: This assignment should be executed in duplicate by both assigner and assigner and one executed copy lodged with Chicago Titls and Trust Company.)

# Chicago Iourneymen Plumbers' protective and Benevolent Association, Tocal 130

General Secretary's Office 240 WEST WASHINGTON ELVO. STATION "C" TELEPHONES HAYMARKET | 1013

Chirago, July 28. 1931.

Chicago Title & Trust Co. Washington & Clark Sts.

Chicago, Ill.

Attent. Mr. Tansley.

Dear Sir.

This will officially

notify you that it is the desire of Pres. Frank J. Bent E. C. O'Toole Recording Secy. And W. E. Quirk that all checks be made payable to W. E. Quirk Secy. Trees. Trust # 15408.

Trusting this will give the necessary

information

I remain M. F. Querk.

"Benk President. Recording Secv Secy. Treas

# Chicago Iour.1eymen Plumbers' Protective and prive Benevolent Association, Local 130

General Settedury's Office 1340 WEST WASHINGTON BLVD. STATION "C" TELEPHONES HAYMARKET | 1013

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desidering tim

Chirago, August 10, 1931

Chicago Title & Trust Company, 69 W. Washington St., Chicago, Ill.

Gentlemen:-

Attention - Mr. Hokansen

This is to advise you that we

have appointed Kenny Brothers to act as our agents on the Chicago Journeymen Plumbers Building located at 1340 to 1350 W. Washington Blvd.

Kindly give the bearer, Mr. A.

J. Kenny whatever information you may have in regards to the rents of the stores, halls, etc., and obligs.

Yours very truly,

CHICAGO JOURNEYNEN PLUMBERS PROTECTIVE & BENEVOLENT ASSOCIATION LOCAL 130

TTOBBUTAT Geo Te

Recording Secretary

WEC/D.

\_\_\_\_\_

This Trust Aareement, and the 10th. der of September

· Trus

19.25, and improve as Trees Number. 15408 COMPANY, a corporation of Illiesia, as truster berumder, is short to take title to the following described and estate in Control Control Illiesia with

The West Ten (10) fest of Lot Twenty-two (22) and all of Lots Twenty-three (23) and Twenty-four (24) and the East Half (E.) of Lot Twenty-five (25) in Block Five (5) in MoNeill's Subdivision of Blocks Six (6), Seven (7) and Eight (5) in Wright's Addition to Chicago.

and that when it has taken the tills thereto, or to any other real catals decided to it as trustes hereinder, it will hold it for the utimate use and benefit of the following manad persons according to the respective interests berein set out, names

B. L. ORUISE

WH. V. WHEELER

D. J. MOCARTHY

. . . .

IT IS AGRIERD AND UNDERSTOOD between the parties hereto, and by any parten or persons who may become satilized to any interest under this trutt, that the interest of any headingy heremoder shall consist shall of a power at direction to deal with the tide to and preparty and the right to receive the proceeds from results of ferm asian of mid granises, and that such right is the avails of any preparty and the right to receive the proceeds from results of form asian signed and transferred as such; that in came of the Genth of any basefichary heremoder during the existence of this trust, his or her right and interest heremoder shall, except as hards otherwise predictary heremoder during the existence of this trust, his or her right and interest heremoder shall, except as hards otherwise predictary heremoder during the existence of this trust, his or her right and that to his or here their as the wight and that no beneficiary new has, and that no beneficiary for substantian other runts as the full to the or here as the second or or three shall have any right (tills or interest in or to any portion of existing as meth, but only an interest in the proresults as forecald; it boding the interest hereunder shall be binding on the truster until the original or a deplicate copy of the assignment is being when the second or the big during the results of a deplicate of the trust in the proresults as interest in the second or the second between the full here in the original or a deplicate to copy of the assignment is being when the second during the second or a deplicate to prefer the full the original or a deplicate one of the second or the sec

assignment is lodged with it. In case said trustes shall make any advances of measy hereunder on account of this trust or shall be made a party to any literation on account of holding tills to add real estite or is connection with this trust, or is case and trustes shall be competited to pay any any of meany on account of this trust, whether on account of breach of convect, injury to person or property, first or prasiles under any law or otherwise, the beneficiaries bereunder do kurshy jointly and scrutnily agree as (ollows: (1) that the said trustes that no or otherwise, the beneficiaries bereunder do kurshy jointly and scrutnily agree as (collows: (2) that the said trustes that no or otherwise, the beneficiaries bereunder do kurshy jointly and scrutnily agree as (collows: (2) that the said trustes that no or otherwise, the beneficiaries with its rests of the rate of 7% per annum all cach dibarcements or extremes of agreents made by said trustes, together with its argument, lackding trustes that be beremader until all of said duburestants, payrowats, advances and capations and over any compute with its and; day all the dentised, said trustes may sell sufficient property to pay the dabt and had over any surplus to the beneficiaries. However, nathing hereis on ar sell sufficient property to pay the dabt and had over any surplus to the beneficiaries. However, and there is a surplus the inverse thereader as it is that is the posecus or defined any logal proceeding involvers, nathing hereis or any interest thereader and are the stated with (and sufficient thereader any logal proceeding involvers, as the trust or any interest thereader and are able to a function sufficient thereador or be sails actorily isoless when the or any interest thereader and are able to the sufficient thereader or be associated with sufficient thereader and had over any logal proceeding involves as the trust or any interest thereader and the trustes to posteries as affected any logal proceeding involves as the to a sufficien

It shall not be the duty of the purchaser of any part of said premises to see to the application of the purchase money paid therefort nor shall any one who may deal with said traster be privileged or required to inquire into the seconsity or expediency of any act of said trastes, or of the provisions of this instrument.

This trust agreement shall not be pisced as record in the Recorder's Office of the county in which the had is situated, or enswhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title of said trustee.

While the Chicago Title and Trust Company is the sole owner of the real estate referred to hervia, and, so far as the public is concerned, has full power to deal with it, it is understood and spraced by the parties hervio, and by har person who may hereafter become a party hervio, the said Chicago Take and Trust Company will deal with it cally whon suthorized to do so, in writing, and that it will, on the written direction of

B. L. ORUISE, W. V. WREELER and D. J. MODARTHY

or on the writing direction of such pergap or parsons as may be beneficiary or baseficiaries at the time, make deods for, (over) er otherwise deal with the diffe to said real emists, provided, Bowever, that the tructes shall not be required to enter 1040 any personal obligation of flability is dealing with said hand or to make itself listic for any decauges, costs, expresses, force or peatiles, or to deal with the tills as long an any moment is does to it hereunder. Otherwise, the tructes shell wat be required to imprive last the propriety of any out discretion.

The baseliciary or beneficiaries baremader skall have the management and coatrol of sold property, and of the suffine, runing and handling thereof, and any beneficiary or his agent, shall bendle the rents thereof and the proceeds of any pairs of sold property, and and trastee shall not be called agent to do anything in the management and the proceeds of any pairs of sold property, and and trastee shall not be called agent to do anything in the management are control of the proceeding the sold have, assessments, including the sold and the rune, except we the written directions of the baseforder hereunder, and after the payment (o 1) of all money measure to corry out sold herearchings. If any property remains in this tract track tracks done to the sold be total as paking each by the tracks our reasonable notice, and the proceeds of the sale shall be divided among those whe are entitled thereto under this first agreement.

Said Chicago Title and Treat Company shall have and receive for its services the sum of \$.276.00

and it shall receive reasonable compression for any special services rendered by it and its attorneys, solicitors and agents hereunder, or for tableg and holding other property bereafter derived to is hereunder.

IN TESTIMONY WHEREOF, the Chicago Tide and Tisti Company has caused these presents to be signed by its Vice President, and started by its Assistant Secretary, and has caused its corporate seal to be hereto autached as and for the set and dated of said corporation, the day and date above written.

CHICAGO TITLE AND TRUST COMPANY, RSI B, CL. Alaintany · ATTESTL President.

And on said day the mid howefulctics have signed this Decisration of Trust and Trust Agreement in order to signify dependent to the trush horses.

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### RXHIBIT "4"

PARCEL 1:

LOTS 20 AND 21 IN BLOCK 2 IN UNION PARK ADDITION TO CHICAGO, A SUBDIVISION OF LOTS 5 AND 6 IN CIRCUIT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 10 FEET OF LOT 22 AND ALL OF LOTS 23, 24, 25, 26 AND 27 IN BLOCK 5 IN WALCOLM MCNEIL'S SUBDIVISION OF BLOCKS 6, 7 AND 8 OF WRIGHT'S ADDITION TO CHICAGO, ALSO DESCRIBED AS:

THE WEST 466 FEET OF LOT 7 IN CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8. TOWNSHIP 39, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINDIS.

### PARCEL 3:

LOTS 5 TO 16 (EXCEPT THE NORTH 35 FEET THEREOF) AND LOTS 18, 19, 28 AND 29 IN BLOCK 5 IN MALCOLM MCNEIL'S RESUBDIVISION OF LOTS 1 TO 19 AND LOTS 29, 29 AND 30 IN BLOCK 5 IN MALCOLM MCNEIL'S SUBDIVISION OF BLOCKS 6, 7 AND 8 IN WRIGHT'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

THE VACATED EAST 20 FEET OF THE NORTH/SOUTH 40-FOOT WIDE VACATED ALLEY BY ORDINANCE RECORDED NOVEMBER 29, 1949 AS DOCUMENT 146856335 LVING WEST OF AND ADJOINING THE WEST LINE OF LOTS 18 AND 19 AND LYING SOUTH OF AND ADJOINING THE NORTH LINE OF LOT 18 PRODUCED WEST, 20 FEET AND LYING NORTH OF AND ADJOINING THE SOUTH LINE OF LOT 19 PRODUCED WEST, 20 FEET IN BLOCK 5 IN MALCOLM MCNEIL'S RESUGDIVISION OF LOTS 1 TO 19 AND LOTS 28, 29 AND 30 IN BLOCK 5 IN MALCOLM MCNEIL'S SUBDIVISION OF BLOCKS 6, 7 AND 8 IN WRIGHT'S ADDITION-TO-CHICAGO, IN SECTION 8, TORNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINDIS.

, PARCEL 6:

LOYS 1 TO 7 (EXCEPT THAT TAKEN FOR WIDENING OF RANDOLPH STREET) IN TAYLOR'S SUBDIVISION OF LOTS 1 TO 4 IN MALCOM MCNEIL'S RESUBDIVISION OF LOTS 1 TO 19 AND LOTS 28, 29 AND 30 IN BLOCK 5 IN MALCOLM MCNEIL'S SUBDIVISION OF BLOCKS 6, 7 AND 8 IN WRIGHT'S ADDITION TO CHICAGO IN SECTION 8, TORNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINDIS.

### CONTINUED ON NEXT PAGE