

Land Use Petition

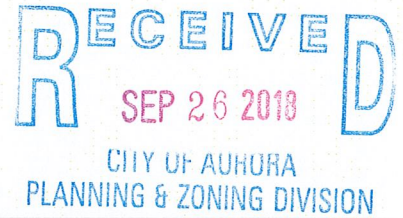
Project Number: 2018.156

Subject Property Information

Address/Location: 455 Mercy Lane/being along private Mercy Lane, east of N. Highland Avenue and west of N. Lake Str
Parcel Number(s): 15-09-400-067

Petition Request(s)

Requesting approval of a Final Plan Revision for 455 Mercy Lane being along private Mercy Lane, east of N. Highland Avenue and west of N. Lake Street, for a Health and human services (6300) Use



Attachments Required

(a CD of digital files of all documents are also required)

- | | | |
|--|--|--|
| Development Tables Excel Worksheet - digital only (1-0) | Two Paper and One pdf Copy of: Fire Access Plan (2-6) | One Paper and pdf Copy of: Final Plan (2-4) |
| Word Document of: Legal Description (2-1) | Final Engineering Plans (2-16) | Landscape Plan (2-7) |
| | Soil Investigation Report | Building and Signage Elevations (2-11) |
| One Paper and pdf Copy of: Qualifying Statement (2-1) | | |
| Plat of Survey (2-1) | | |
| Legal Description (2-1) | | |
| Letter of Authorization (2-2) | | |
| Existing or Proposed CC & Rs. | | |

Petition Fee: \$1,250.00 (Payable to The City of Aurora)

I hereby affirm that I have full legal capacity to authorize the filing of this Petition and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The Authorized Signatory invites City representatives to make all reasonable inspections and investigations of the subject property during the period of processing this Petition.

*The Subject Property Owner must sign this form unless the Contact Person has been authorized to do so per a letter that is attached hereto. If Signator is NOT the Subject Property Owner a Letter of Aurtherization with owner's Name and contact information is required.

Authorized Signature: Christopher D. Kidd, Christopher Kidd & Associates, LLC Date 9/24/18

Print Name and Company: Christopher D. Kidd, Christopher Kidd & Associates, LLC

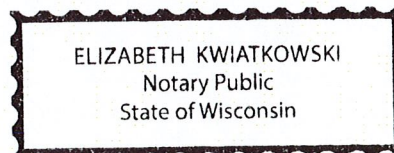
I, the undersigned, a Notary Public in and for the said County and State aforesaid do hereby certify that the authorized signer is personally known to me to be the same person whose name is subscribed to the foregoing instrument and that said person signed sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

Given under my hand and notary seal this 24th day of September, 2018.

State of Wisconsin)
County of Waukesha) SS

NOTARY PUBLIC SEAL

Elizabeth Kwiatkowski
Notary Signature



Filing Fee Worksheet

Project Number: 2018.156

Petitioner: Fresenius Kidney Care

Number of Acres: 0.97

Number of Street Frontages: 2.00

Non-Profit Select One

Linear Feet of New Roadway: 0

New Acres Subdivided (if applicable): 0.00

Area of site disturbance (acres): 0.04

Filing Fees Due at Land Use Petition:

| | | | |
|-------------|------------------------------|----|--------|
| Request(s): | Final Plan Revision | \$ | 750.00 |
| | | \$ | - |
| | | \$ | - |
| | | \$ | - |
| | | \$ | - |
| | Final Engineering Filing Fee | \$ | 500.00 |

Total: **\$1,250.00**

This Calculator is for informational purposes only and all numbers are subject to verification by the Review Planner.

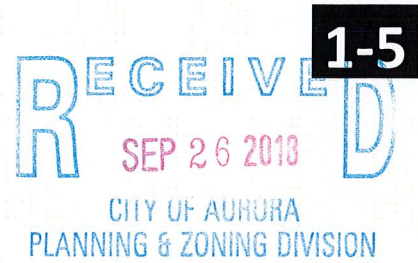
Verified By: Jill N. Morgan

Date: 9/20/2018

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CITY OF AURORA
PLANNING & ZONING DIVISION



Planning and Zoning Division 1 S. Broadway, 2nd Floor, Aurora, IL
 phone (630) 256-3080 fax (630) 256-3081 email COAPlanning@aurora-il.org



Project Contact Information Sheet

Project Number: 2018.156

Petitioner Company (or Full Name of Petitioner): Fresenius Kidney Care

Owner

First Name: Greg Initial: _____ Last Name: Browne Title: Mr.
 Company Name: VEREIT, Inc.
 Job Title: _____
 Address: 2325 E. Camelback Road, Suite 1100
 City: Phoenix State: AZ Zip: 85016
 Email Address: gbrowne@verit.com Phone No.: 602-778-6076 Mobile No.: _____

Main Contact (The individual that signed the Land Use Petition)

Relationship to Project: Architect
 Company Name: Christopher Kidd & Associates, LLC
 First Name: Christopher Initial: D Last Name: Kidd Title: Mr.
 Job Title: Principal
 Address: N48W16550 Lisbon Road
 City: Menomonee Falls State: WI Zip: 53051
 Email Address: arch@cka-ae.com Phone No.: 262-901-0505 Mobile No.: _____

Additional Contact #1

Relationship to Project: Architect
 Company Name: Christopher Kidd & Associates, LLC
 First Name: Josh Initial: _____ Last Name: Steinberg Title: Mr.
 Job Title: Project Manager
 Address: N48W16550 Lisbon Road
 City: Menomonee Falls State: WI Zip: 53051
 Email Address: j.steinberg@cka-ae.com Phone No.: 262-352-0423 Mobile No.: _____

Additional Contact #2

Relationship to Project: Tenant
 Company Name: Fresenius Medical Care
 First Name: Michael Initial: _____ Last Name: Mercik Title: Mr.
 Job Title: Director of Construction Projects
 Address: 1320 City Center Drive, Suite 250
 City: Carmel State: IN Zip: 46032
 Email Address: Michael.Mercik@fmc-na.com Phone No.: _____ Mobile No.: 317-408-3477

Additional Contact #3

Relationship to Project: _____
 Company Name: _____
 First Name: _____ Initial: _____ Last Name: _____ Title: _____
 Job Title: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Email Address: _____ Phone No.: _____ Mobile No.: _____

Additional Contact #4

Relationship to Project: _____
 Company Name: _____
 First Name: _____ Initial: _____ Last Name: _____ Title: _____
 Job Title: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Email Address: _____ Phone No.: _____ Mobile No.: _____

September 10, 2018

via email

City of Aurora
Planning and Zoning Division
1 S. Broadway, 2nd Floor
Aurora, IL 60505

Re: FKC – Aurora (Shell)
455 Mercy Lane
Aurora, Illinois 60506
CKA Project #17159-02

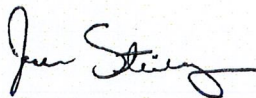
To Whom It May Concern:

The following Qualifying Statement shall accompany the Land Use Petition for the above reference project.

Fresenius Medical Care (FMC) is working to expand services in its Aurora facility located at 455 Mercy Lane, Aurora, IL. The shell building construction involves a 1,341 sq ft addition to the existing 8,918 sq ft outpatient kidney dialysis clinic. FMC has been dialyzing patients and training home therapies at this location since 2006. The expansion and renovation of this facility will provide additional home therapy training service space as well as back of house support areas. The project will include an expansion of the building as well as a reworking of interior spaces. FMC looks forward for the project to allow for continuing its program to help the people in the community where it is located.

If you have any questions, or if I may be of assistance, please do not hesitate to contact me.

Sincerely,



Josh Steinberg, Project Manager

JS:jml

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SEP 26 2018
CITY OF AURORA
PLANNING & ZONING DIVISION

August 29, 2018

via FedEx Standard Overnight

City of Aurora
Planning and Zoning Division
1 S. Broadway, 2nd Floor
Aurora, IL 60505

Re: FKC – Aurora (Shell)
455 Mercy Lane
Aurora, Illinois 60506
CKA Project #17159-02

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PLANNING & ZONING DIVISION

To Whom It May Concern:

The following Title Descriptions have been gathered and transferred from an existing 2015 survey performed by American Surveying & Mapping Inc., 3191 Maguire Boulevard, Suite 200, Orlando, Florida 3203.

PARCEL 1:

THAT PART OF THE. SOUTHEAST 1/4 OF SECTION 9 TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN. DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF HIGHLAND AVENUE WITH A LINE CONSTRUCTED 40.00 FEET SOUTHERLY OF, AND PARALLEL WITH. THE CENTER LINE OF SULLIVAN ROAD: THENCE SOUTH 01 DEGREES 03 MINUTES 00 SECONDS WEST, ALONG SAID EAST LINE; 1655.00 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 14 SECONDS EAST, PARALLEL WITH SAID CENTER LINE OF SULLIVAN ROAD FOR 766.47 FEET TO THE POINT OF BEGINNING THENCE CONTINUING SOUTH 89 DEGREES 26 MINUTES 14 SECONDS EAST, 299.01 FEET; THENCE NORTH 01 DEGREE 03 MINUTES 00 SECONDS EAST, PARALLEL WITH SAID EAST LINE, 142.00 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 14 SECONDS WEST, PARALLEL WITH SAID CENTER LINE, 299.01 FEET; THENCE SOUTH 01 DEGREES 03 MINUTES 00 SECONDS WEST PARALLEL WITH SAID EAST LINE, 142.00 FEET TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS CREATED IN PART A GRANT IN A DEED DATED MARCH 8, 1996 AND RECORDED APRIL 9, 1996 AS DOCUMENT 96K25183 MADE BY MERCY CENTER FOR HEALTH CARE SERVICES, AN ILLINOIS CORPORATION. TO ARE PARTNERSHIP, AN ILLINOIS GENERAL PARTNERSHIP, AND CREATED IN PART BY A RESERVATION IN A DEED DATED MARCH 8, 1996 AND RECORDED APRIL 9, 1996 AS DOCUMENT 96K25184 FROM ARE PARTNERSHIP, AN ILLINOIS GENERAL PARTNERSHIP, TO MERCY CENTER FOR HEALTH CARE SERVICES, AN ILLINOIS CORPORATION, FOR THE BENEFIT OF PARCEL ONE OVER THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH. RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF HIGHLAND AVENUE WITH A LINE CONSTRUCTED 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF SULLIVAN ROAD: THENCE SOUTH 01 DEGREE 03 MINUTES 00 SECONDS WEST, ALONG SIDE EAST LINE OF HIGHLAND AVENUE, 1473 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 03 MINUTES 00 SECONDS EAST, ALONG SAID EAST LINE. 45,00 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 14 SECONDS EAST, PARALLEL WITH SAID CENTER LINE OF SULLIVAN ROAD, 981.47 FEET: THENCE SOUTH 01 DEGREE 03 MINUTES 00 SECONDS WEST, PARALLEL WITH SAID EAST LINE. 85.00 FEET: THENCE NORTH 89 DEGREES 26 MINUTES 14 SECONDS WEST, PARALLEL WITH SAID CENTER LINE, 40.00 FEET: THENCE NORTH 01 DEGREE 03 MINUTES 00 SECONDS EAST, PARALLEL WITH SAID EAST LINE, 40.00 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 14 SECONDS WEST, PARALLEL WITH SAID CENTER LINE 100.00 FEET: THENCE SOUTH 01 DEGREE 03 MINUTES 00 SECONDS WEST, 40.00 FEET: THENCE NORTH 89 DEGREES 26 MINUTES 14 SECONDS WEST, PARALLEL WITH SAID CENTER LINE, 40.00 FEET: THENCE NORTH 01 DEGREE 03 MINUTES 00 SECONDS EAST, PARALLEL WITH SAID EAST LINE, 40.00 FEET: THENCE NORTH 89 DEGREES 26 MINUTES 14 SECONDS WEST, PARALLEL WITH SAID CENTER LINE 35.00 FEET: THENCE SOUTH 01 DEGREE 03 MINUTES 00 SECONDS WEST, PARALLEL WITH SAID EAST LINE, 1090.86 FEET TO THE NORTH LINE OF INDIAN TRAIL; THENCE SOUTH 89 DEGREES 59 MINUTES 36 SECONDS WEST, ALONG SAID NORTH LINE, 66.00 FEET: THENCE NORTH 01 DEGREE 03 MINUTES 00 SECONDS EAST, PARALLEL SAID EAST LINE, 1091.5 FEET: THENCE NORTH 89 DEGREES 26 MINUTES 14 SECONDS WEST, PARALLEL WITH SAID CENTER LINE OF SULLIVAN ROAD, 700,48 FEET TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED OCTOBER 15, 2008 AND RECORDED FEBRUARY 13, 2009 AS DOCUMENT NUMBER 2009K009914 FROM PROVENA HOSPITALS TO MERCY LANE, LLC FOR THE PURPOSE OF ACCESSING AND MAINTAINING FIRE HYDRANTS AND CONNECTION OF THE FIRE HYDRANTS AND IMPROVEMENTS TO WATER MAIN.

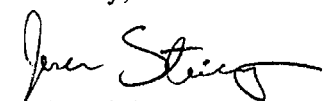
PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT AND GRANT OF EASEMENT RECORDED FEBRUARY 25, 2009 AS DOCUMENT NUMBERS 2009K013572 AND 2009K013573 FROM PROVENA HOSPITALS TO MERCY LANE, LLC FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE* OF A STORMWATER RETENTION/DETENTION FACILITY AND TO DRAIN, RETAIN AND DETAIN STORMWATER AND FOR ACCESS THERETO OVER THE FOLLOWING DESCRIBED LAND THAT PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF HIGHLAND AVENUE WITH A LINE CONSTRUCTED 40.00 FEET SOUTHEASTERLY OF, AND PARALLEL WITH THE CENTER LINE OF SULLIVAN ROAD, THENCE SOUTH 01 DEGREE 03 MINUTES 00 SECONDS WEST. ALONG SAID EAST LINE, 1655.0 FEET: THENCE SOUTH 89 DEGREES 26 MINUTES 14 SECONDS EAST, PARALLEL WITH SAID CENTER LINE OF SULLIVAN ROAD FOR 1065.48 FEET TO THE POINT OF BEGINNING: THENCE CONTINUING SOUTH 89 DEGREES 25 MINUTES 14 SECONDS EAST PARALLEL WITH SAID CENTER LINE, 168.35 FEET: THENCE NORTH 01 DEGREE 03 MINUTES 00 SECONDS EAST, PARALLEL WITH SAID EAST LINE, 142.0 FEET: THENCE NORTH 89 DEGREES 26 MINUTES 14 SECONDS WEST, PARALLEL WITH SAID CENTER LINE, 168.25 FEET: THENCE SOUTH 01 DEGREE 03 MINUTES 00 SECONDS WEST PARALLEL WITH SAID EAST LINE, 142.00 FEET TO THE POINT OF BEGINNING. IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS

*TYPOGRAPHICAL ERROR CORRECTED BY SURVEYOR.

If you have any questions, or if I may be of assistance, please do not hesitate to contact me.

Sincerely,



Josh Steinberg, Project Manager

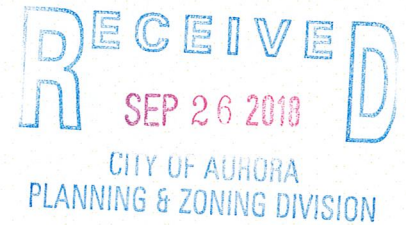
JS:jml



September 6, 2018

VIA ELECTRONIC MAIL (Michael.mercik@fma-na.com)

WSKC Dialysis Services, Inc.
Attn: Michael Mercik
1320 City Center, Ste. 250
Carmel, IN 46032



Re: Approval of Structural Alterations at 455 North Mercy Lane, Aurora, IL 60506
("Premises")

Dear Michael:

WSKC Dialysis Services, Inc. ("**Tenant**") desires to expand the building (the "**Alterations**"), as more fully outlined in the [provide description of the documents provided by Tenant to review], attached hereto and made a part here of as **Exhibit "A"** (the "**Plans**"). Tenant has informed ARC FMARAIL001, LLC ("**Landlord**") that in order for Tenant to obtain consent from the applicable city and/or county governmental authority ("**Governmental Authority**") to complete the Alterations, Landlord must provide Tenant with a Letter of Authorization designating Tenant as an authorized representative of Landlord in order to submit the necessary applications on behalf of Landlord to the Governmental Authority. In consideration of the covenants and obligations of Tenant contained in this letter agreement, as well as other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord hereby consents to the Alterations as set forth on the Plans and agrees to execute the Letter of Authorization solely for the purpose of allowing the Tenant to obtain approval for the Alterations from the Governmental Authority subject to the following terms and conditions:

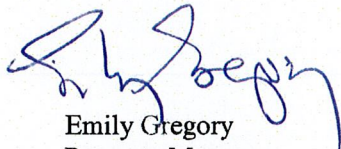
- As evidenced by Tenant's execution of the attached Acknowledgment and Agreement, Tenant agrees that:
 - (i) all costs associated with the Alterations, including, but not limited to, the actual cost of the construction and installation, and all additional parties' fees incurred by Tenant in connection with the Alterations, including but not limited to attorney, architect, consultant, and engineer fees, license and permit fees and inspection fees, shall be borne solely by Tenant;
 - (ii) Landlord's review and approval of the Plans does not relieve the Tenant and/or its design team of responsibility for compliance with federal, state, county and/or local statutes, ordinances, laws, codes, and/or regulations; field verification of dimensions and existing conditions; and discrepancies between drawings and existing conditions;
 - (iii) no responsibility for proper engineering, safety, and/or design is implied or inferred on the part of Landlord by this approval, nor shall it constitute an implication, representation, or certification that the Plans or Tenant's work is in compliance with said codes, statutes, ordinances and other regulations;
 - (iv) it shall (X) submit a copy of all testing and special inspection reports, if any, to Landlord; (Y) ensure that all roof work, if any, is completed in

accordance with NRCA and the roofing manufacturer's specifications and warranty requirements; and (Z) provide Landlord with a copy of the General Contactor's insurance certificate prior to commencement of the Alterations;

- (v) if it is unable to obtain a building permit and approval from the Governmental Authority, if required, then it will not proceed with the Alterations;
 - (vi) if it is unable to carry out the Alterations in accordance with the Plans, then it will immediately submit alternative plans and specifications to Landlord for review and approval;
 - (vii) Landlord [reserves the right to require at Tenant expense] [requires at Tenant expense] or [will not require] the removal of the Alterations at the expiration of the term of the lease; and
 - (viii) all terms and conditions of the lease between Landlord and Tenant, including but not limited to, the indemnification and insurance obligations shall apply and shall continue to be in full force and effect.
- Except as set forth herein, the parties agree that neither the consent of the other party given herein nor anything else contained in this letter agreement shall in any way be deemed or construed to amend, modify or alter any obligations of either party under the lease between Landlord and Tenant.
 - The consent given by Landlord herein shall not be deemed a waiver of the right to require such consent to future or successive actions or inactions.
 - Tenant to execute and return to Landlord the Acknowledgment and Agreement attached hereto.

This letter agreement, together with the Acknowledgement and Agreement attached hereto, may be executed in one or more counterparts, each of which is deemed an original and all of which together constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this letter agreement to physically form one document.

Sincerely,



Emily Gregory
Property Manager
ARC FMARAIL001, LLC

ACKNOWLEDGMENT AND AGREEMENT

Tenant hereby acknowledges and agrees with the terms and conditions on which Landlord's consent is given.

Dated as of _____, 20__.

WSKC Dialysis Services, Inc.

By: _____

Name: _____

Title: _____

Exhibit "A"

Plans

Previously submitted and reviewed.



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PLANNING & ZONING DIVISION

September 6, 2018

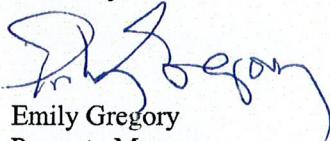
RE: Fresenius Kidney Care Aurora – 455 North Mercy Lane, Aurora, IL 60506
("Property")

To Whom It May Concern:

ARC FMARAIL001, LLC ("Owner") as owner of the above-reference Property hereby designates Christopher Kidd & Associates, LLC ("Tenant Representative") as an authorized representative of Owner to submit on behalf of Owner the necessary application as it applies for the proposed improvements for the Property.

Tenant Representative is not authorized to execute any final plats, maps or written agreements that would bind Owner.

Sincerely,



Emily Gregory
Property Manager
ARC FMARAIL001, LLC

VEREIT 

Parking and Stacking Requirement Worksheet

Project Number: 2018.156

Petitioner: Fresenius Kidney Care

Parking Requirement

| | |
|----------------------------------|-----------|
| Total Parking Requirement | 29 |
| Enclosed Parking Spaces | - |
| Surface Parking Spaces | 29 |

Note: All parking spaces must be individually accessible spaces in order to count towards this requirement

Stacking Requirement

| | | |
|---|---|--|
| Total Stacking Requirement (number of stacking spaces) | - | |
| Drive-through facilities | - | 5 stacking spaces at each bay, window, lane, ordering station, machine or similar. |
| Car wash facilities, automated | - | 20 stacking spaces or 10 per approach lane, whichever is greater. |
| Car wash facilities, self-service | - | 3 stacking spaces per approach lane, plus 2 drying spaces per stall |
| Preschool or daycare facilities, drop-off area | - | 5 stacking spaces for facilities 5,000 SF or less or 10 spaces for facilities greater than 5,000 SF. |

This Calculator is for informational purposes only and all numbers are subject to verification by the Review Planner.

OFFICE USE ONLY

Verified By: Jill N. Morgan

Requirement Based On:

| <u>Sq Ft / Units</u> | <u>Use</u> | <u>Needed</u> | <u>Number Required</u> |
|----------------------|---|---------------------------|------------------------|
| 8,631.0000 | Structure 4120: Medical clinic building | 1 space per 300 SF of GFA | 28.77 |
| Total | | | 29 |

RECEIVED

SEP 26 2018

CITY OF AURORA
PLANNING & ZONING DIVISION