



Village of Lemont
Planning and Zoning Commission

418 Main Street · Lemont, Illinois 60439
phone 630-257-1595 · fax 630-257-1598

PLANNING & ZONING COMMISSION
Regular Meeting
Wednesday, February 20, 2013
7:00 p.m.

**Planning and Zoning
Commission**

Dennis Schubert,
Chairman

Commission Members:
Ryan Kwasneski
David Maher
Gregory Messer
Jason Sanderson
Anthony Spinelli

**Community Development
Department Staff**

James A. Brown, Director

Charity Jones, AICP Planner

I. CALL TO ORDER

A. Pledge of Allegiance

B. Verify Quorum

C. Approval of Minutes: November, 2012 meeting

II. CHAIRMAN'S COMMENTS

III. PUBLIC HEARINGS

A. Case 13-03 – UDO Amendment. A public hearing to consider a text amendment to the Unified Development Ordinance, to allow non-accessory parking lots as a special use in the downtown and residential zoning districts.

B. Case 13-02 – 11861-11865 Brown Drive Special Use. A public hearing for a special use for group living, not otherwise classified, to operate a supportive living environment for graduates of the Timberline Knolls residential treatment program.

IV. ACTION ITEMS

A. Comprehensive Plan Update. Draft Economic Development Element.

V. GENERAL DISCUSSION

VI. ADJOURNMENT



Village of Lemont
Planning & Economic Development Department

418 Main Street · Lemont, Illinois 60439
phone 630-257-1595 · fax 630-257-1598

TO: Planning & Zoning Commission #017-13

FROM: James A. Brown, Planning & Economic Development Director

THRU

SUBJECT: Case 13-03 – UDO Amendment (Parking as Special Use in R Districts)

DATE: 15 February 2013

SUMMARY

A recent application for demolition of a house in the historic district has prompted the re-evaluation of uses and permitted uses in R districts. Staff recommends an amendment to the Table of Permitted and Special Uses in the Unified Development Ordinance (UDO) that would allow a parking lot as a special use in all R zoning districts.

BACKGROUND

St. Patrick's Church desires to demolish a house on Cass Street and convert the site into a parking lot. The house lies within the Historic District, and thus approval from the Historic Preservation Commission is required. In January, St. Patrick's Church applied for a Certificate of Appropriateness to demolish a house on Cass Street, and the HPC will meet prior to the PZC's meeting to conduct a public hearing on the matter. The HPC's evaluation will largely be confined to examining the historic merits of the house, and not looking at the zoning or broader land use implications of the desired demolition. (One of the criteria the HPC uses involves an assessment of impacts on the streetscape.)

Chapter 17.06 of the UDO contains Table 17-06-01, Permitted and Special Uses in the Zoning Districts. This table and the definitions chapter of the ordinance provide the regulations for what is and isn't allowed in a particular zoning district. The table does not allow for the establishment of a parking lot in Residential Districts. In many cases within the Village, church parking lots are on the same zoning lot or are immediately adjacent to the primary use on the site, and thus are considered accessory to the permitted religious use on the lot. The St. Patrick's application, however, has raised another issue: how to treat the desired establishment of a parking lot for a permitted use when the location of the parking lot is not on the same zoning lot.

In the past, at least one church has indicated a need and desire for expanding parking. St. Matthew's Church has seen its congregation outgrow its historic church building, and intends to move to a new location. Expanding parking opportunities are part of the church's plans. Now we have the desire of St. Patrick's Church to expand its parking. It is likely, given the number of churches in the downtown area, that religious uses will confront such parking issues in the future. Should the UDO be amended to allow parking as a permitted or special use on a lot within the R districts? If so, what types of conditions or considerations should be required?

ANALYSIS

The UDO defines a parking lot as: "an open, off-street, ground-level, surfaced area for the temporary storage of five or more motor vehicles." That religious uses in the Village need or desire additional parking has been established. However, the creation of a parking lot within a residential district can potentially bring a variety of issues that need to be considered, addressed, and perhaps mitigated. For example, what effect will a new parking lot have on traffic flow on the neighborhood streets? To what extent will a new, private, parking lot remove needed public on-street parking? What will be the illumination requirements for a new lot, and how will lighting impact the neighbors? How will stormwater management be addressed? Will the impacts of car headlights have a detrimental effect on the neighbors, and if so, how will such impacts be mitigated?

Given the potential range and potential severity of impacts that a new parking lot could have on a neighborhood, staff feels that it is best not to allow parking lots as a permitted use in the R districts. Such a range of issues—which by their nature will be site-specific—are best addressed through a discretionary review by staff, the Planning & Zoning Commission, and the Village Board, i.e. they are best evaluated and approved as a special use.

Staff therefore recommends that Table 17-06-01 of the UDO be amended to allow parking lots in all R districts as a special use.

ATTACHMENT

Table 17-06-01 of the UDO

TABLE 17-06-01 Permitted and Special Uses in the Zoning Districts

Use Category	Zoning District															
	B-1	B-3	B-4	DD	INT	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-6
Vehicle storage and towing	-	S	-	-	-	-	S	S	-	-	-	-	-	-	-	-
Wholesale sales		S				S										
INDUSTRIAL	B-1	B-3	B-4	DD	INT	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-6
Industry and Manufacturing																
Light industry	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-
Medium industry	-	-	-	-	-	S	S	P	-	-	-	-	-	-	-	-
Heavy industry	-	-	-	-	-	S	S	P	P	-	-	-	-	-	-	-
Asphalt manufacture or refining	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-
Chemical manufacturing or storage	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-
Container storage yard	-	-	-	-	-	S	S	S	-	-	-	-	-	-	-	-
Freight transportation terminal (O-38-12)	-	-	-	-	-	S	-	P	-	-	-	-	-	-	-	-
Outside display/storage not permitted under §17.06.120 of this ordinance	-	-	-	-	S	S	S	S	S	-	-	-	-	-	-	-
Self-storage facility (O-41-10)	-	S	-	-	-	P	P	P	P	-	-	-	-	-	-	-
PUBLIC, CIVIC, EDUCATIONAL, OTHER	B-1	B-3	B-4	DD	INT	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-6
Agriculture																
Agriculture, consistent with §17.06.160 of this ordinance (O-41-10)	-	S	-	-	-	-	-	-	-	P	P	P	P	-	-	-
Farm stand	P	P	-	-	-	-	-	-	-	P	P	-	-	-	-	-
Greenhouse, commercial	P	P	-	-	-	-	-	-	-	P	P	-	-	-	-	-
Roadside market on lots of 5 acres or more	-	P	-	-	-	-	-	-	-	P	P	-	-	-	-	-
Civic and civic-related																
Library, public	S	S	-	-	P	-	-	-	-	S	S	S	S	S	S	S
Lodge, fraternal and civic assembly	S	S	-	P	-	-	-	-	-	S	S	S	S	S	S	S
Government facilities	P	P	-	P	P	-	-	-	-	P	P	P	P	P	P	P
Parks and playgrounds	P	P	P	-	P	P	P	P	P	P	P	P	P	P	P	P
Postal service	S	S	-	P	P	-	-	-	-	S	S	S	S	S	S	S
Child care facilities																
Child care facilities other than day care home and foster home	S	S	-	P	-	-	-	-	-	S	S	S	S	S	S	S
Day care home	P	P	-	P	-	-	-	-	-	P	P	P	P	P	P	P
Foster home	-	S	-	-	-	-	-	-	-	S	S	S	S	S	S	S
Educational facilities																
College and university	S	S	-	-	S	-	-	-	-	-	-	-	-	-	-	-
School, K thru high school	-	-	-	S	P	-	-	-	-	S	S	S	S	S	S	S
Trade school	S	S	-	P	S	-	-	-	-	S	S	S	S	S	S	S
Religious use																
Religious assembly	P	P	-	S	P	-	-	-	-	P	S	S	S	S	S	S
Religious institution	S	S	-	S	P	-	-	-	-	P	S	S	S	S	S	S
Other																
Telecommunications tower		S		S	S	S	S	S	S	S	S	S	S	S	S	S
Cemetery	S	S	S	-	-	-	-	-	-	S	S	S	S	-	S	S
Heliport (O-54-09)	-	-	-	-	S	-	-	-	S	-	-	-	-	-	-	-
Planned unit development	S	S	S	S	S	S	S	S	-	S	S	S	S	S	S	S
Railroad rights-of-way, excluding classification yards, terminal facilities, and maintenance facilities	P	P	P	P	-	P	P	P	-	-	-	P	P	-	P	P

TABLE 17-06-01 Permitted and Special Uses in the Zoning Districts

Use Category	Zoning District															
	B-1	B-3	B-4	DD	INT	M-1	M-2	M-3	M-4	R-1	R-2	R-3	R-4	R-4A	R-5	R-6
Temporary uses consistent with other permitted uses in the zoning district (O-38-12)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Utilities, as part of subdivision plat	P	P	P	P	P	P	P	P	-	P	P	P	P	P	P	P
Utilities, not as part of subdivision plat and not regulated more specifically by Ordinance O-94-07, Standards for the Construction of Facilities in the Public Right of Way.	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S



Village of Lemont
Planning & Economic Development Department

418 Main Street · Lemont, Illinois 60439
phone 630-257-1595 · fax 630-257-1598

TO: Planning & Zoning Commission #19-13

FROM: Charity Jones, Village Planner

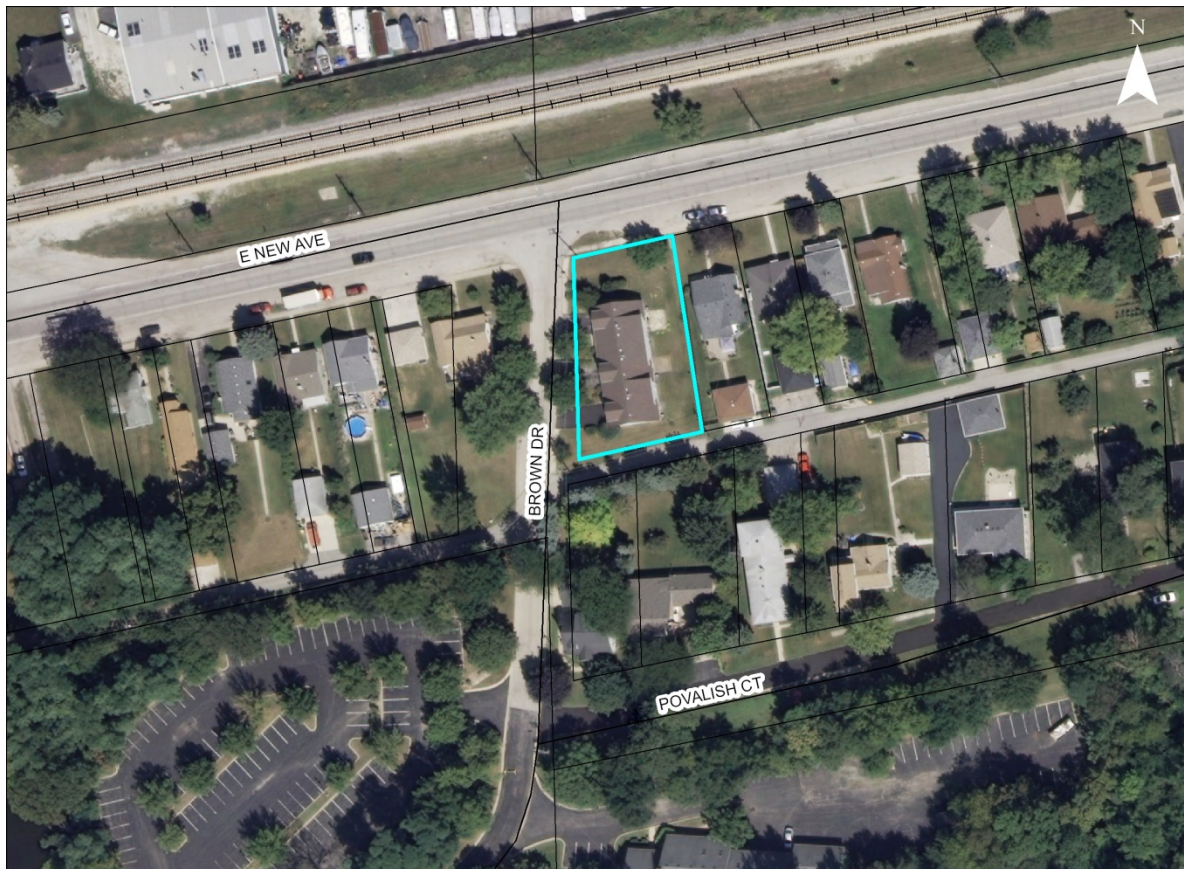
THRU: James A. Brown, Planning & Economic Development Director

SUBJECT: Case 13-02, 11861-11865 Brown Drive Special Use

DATE: February 14, 2013

SUMMARY

TK Behavioral, LLC, a wholly owned subsidiary of Acadia Healthcare Company Inc. and contract purchaser of the subject property, has requested a special use for group living, not otherwise classified, to operate a supportive living environment with up to 18 beds for graduates of the Timberline Knolls residential treatment program. Staff recommends approval with conditions.



PROPOSAL INFORMATION

Case No. 13.02
Project Name 11861-11865 Brown Drive Sp Use

General Information	
Applicant	TK Behavioral, LLC
Agent for Applicant	Al Domanskis
Status of Applicant	Contract purchaser of the subject property
Requested Actions:	Special use for group living not otherwise classified
Purpose for Requests	supportive living environment, 120 days or less, up to 18 beds
Site Location	11861, 11863, and 11865 Brown Drive (PIN: 22-20-305-059)
Existing Zoning	R-6
Size	11,573 sf (.27 acres)
Existing Land Use	Residential
Surrounding Land Use/Zoning	North: Industrial, M-2
	South: Residential, R-4
	East: Residential, R-4
	West: Residential, R-4
Comprehensive Plan 2002	The Comprehensive Plan map designates this area as high density residential (6-12 dwelling units per acre).

Special Information	
Public Utilities	Water/sewer is available on site. Electrical is overhead.
Physical Characteristics	The property is currently developed as a three unit, single-family attached (townhouse) building.

BACKGROUND

Timberline Knolls is a residential treatment center providing clinical, educational, and therapeutic support for young women dealing with eating disorders, addiction, or other co-occurring disorders. The facility was formerly operated by Four Winds/Rock Creek, which closed in 2002. Timberline Knolls began operation in 2006; in 2007, Timberline Knolls sought to expand its program to include a supportive living environment for graduates of its residential treatment program. Thus, Timberline Knolls applied for and received a special use to operate a group living facility at 1 Povalish Court. In 2012, Timberline Knolls renewed its special use at 1 Povalish Court; the renewal was necessary due to a change in ownership of Timberline Knolls. Now Timberline Knolls seeks to establish more group living facilities at 11861, 11863, and 11865 Brown Drive, which are proposed to be operated in the same manner as the group living facility at 1 Povalish Court.

STANDARDS FOR SPECIAL USE

UDO Section 17.04.150.C states that special use requests must be consistent with the following six standards to be recommended by the PZC for approval:

1. The special use is deemed necessary for the public convenience at that location.

Analysis. Like Magnolia House at 1 Povalish Court, the new group living facility will act as an extension of the larger Timberline Knolls facility. Timberline Knolls provides services to women in need of mental health treatment and support. No other facility exists within Lemont to provide such services in an environment comparable to the proposed facility, save Magnolia House. The applicant asserts that there is currently an eight-week waiting list for entry into Magnolia House. The addition of the proposed new facility would help alleviate this long waiting list. Therefore, staff finds that the use is necessary for the public convenience in that it provides a needed service to local residents that they might otherwise have to leave the area to receive or be placed on a waiting list. The facility will also provide services to women from outside the Lemont, who may not have access to a facility of this kind near their home.

2. The special use is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.

Analysis. The site, and all structures on it, shall remain as they currently exist. The special use will be operated consistent with the conditions of the Magnolia House special use approval. The Code Enforcement Officer reported no records of code enforcement complaints against Magnolia House. The property will be maintained by Timberline Knolls, consistent with all applicable building, fire, and property maintenance requirements. Therefore, there is no reason to believe there would be any health or safety threats on the site caused by the physical environment.

Staff does not believe the residents of the proposed facility will themselves pose any threat to the public health, safety or welfare. Magnolia House has had no recorded issues of residents causing a threat to the surrounding community. Residents of the proposed facility will have the same kinds of medical and psychiatric diagnoses as residents of Magnolia House, will have completed the same kind of treatment program, and will be subject to the same rules and regulations governing resident behavior. Therefore, there is no reason to conclude that the impact on the surrounding community will be any different than that of Magnolia House.

To protect the safety and wellbeing of the residents of the proposed facility, the Police Department requests the addition of security cameras and motion sensitive lighting near the facility's entrances and exits. The security cameras would be monitored by Timberline Knolls's private security.

3. The special use will not cause substantial injury to the value of other property in the neighborhood in which it is located.

Analysis. There are no proposed changes to the structure. The site is used as rental housing and is currently occupied by three families. Visitors are not allowed to the

proposed facility, so there will be a maximum of 18 people on the site at any time. The residents are required to be in treatment on the main Timberline Knolls campus during the day and have a 9:30 p.m. curfew, so the hours of activity at the proposed facility will not be incompatible to that of nearby residences. The residents are allowed to have vehicles; vehicle parking should be limited to within the garages and driveways, so as not to create excessive on-street parking. With parking restrictions, no change in property values is anticipated as a result of approving the special use application.

4. The special use shall not create excessive demands on Village service or impair the ability of the Village to maintain the peace and provide adequate protection for its citizens.

Analysis. As noted, the proposed facility is to be operated in the same manner as Magnolia House and residents will be subject to the same rules of behavior. The Lemont Police Department and Code Enforcement Officer have not experienced excessive demands for services from Magnolia House. The Fire Marshal did not express any concerns regarding demand for services.

5. The special use is consistent with standards enumerated elsewhere in this ordinance for the specific use, including planned unit developments.

Analysis. The UDO does not contain any additional standards for a group living, not otherwise defined.

6. The special use meets, as applicable, the standards for planned unit developments found in Chapter 17.08 of this ordinance.

Analysis. Not applicable.

GENERAL ANALYSIS

Consistency with the Comprehensive Plan. The Comprehensive Plan designates this area for high density residential use. Based on the size of the subject site and the density guidelines in the Comprehensive Plan, no more than three dwelling units would be recommended on the subject site. The site currently includes three units and no expansion is proposed, so the density is consistent with the Comprehensive Plan. The Comprehensive Plan does not specifically address uses like group living.

Aesthetic and Environmental. No changes are proposed to the site.

Engineering Comments. The Village Engineer had no objection to the requested special use.

Fire District Comments. The Fire Marshal notes the requirements for smoke alarms and carbon monoxide detectors.

CONCLUSIONS & RECOMMENDATIONS

The requested special use will allow Timberline Knolls to meet an existing need. The operation will be the same as that of Magnolia House, and there have been no known public health, safety, or other land use issues caused by the operation of Magnolia House. Therefore, staff recommends approval with the following conditions:

1. The special use approval is limited to Timberline Knolls, its parent company, or another wholly owned subsidiary of its parent company; any new owner/operator would have to reapply for special use approval.
2. The special use shall include the resident rules of conduct.
3. Resident parking shall be limited to the existing garages and driveways. No resident parking shall be allowed on-street. Any excess resident parking demand shall be satisfied by designated parking areas on the main Timberline Knolls property, located at 40 Timberline Drive. Staff shall park in designated areas on the main Timberline Knolls property, located at 40 Timberline Drive.
4. The special use shall allow a maximum of six residents per unit, for a total of 18 residents.
5. Any future building remodeling or site changes shall be subject to all applicable Village codes and ordinances, even if the application of such would reduce the maximum occupancy of the facility.
6. Security cameras and motion sensitive lights shall be installed and maintained near the entrances and exits of each unit.

ATTACHMENTS

1. Application Materials
2. Fire Marshal review

January 28, 2013

VIA HAND DELIVERY

Planning and Economic Development Department
ATTN: Ms. Charity Jones, Village Planner
Lemont Village Hall
418 Main Street
Lemont, IL 60439

**Re: Special Use Application Packet
From Applicant TK Behavioral, LLC, a wholly owned subsidiary of Acadia
Healthcare, Inc., contract purchaser
11861 Brown Drive; 11863 Brown Drive and
11865 Brown Drive, Lemont, Illinois**

Dear Ms. Jones:

Enclosed please find an original and ten copies of Special Use Application Form and supporting materials for TK Behavioral, LLC, a wholly owned subsidiary of Acadia Healthcare's application for approval of a special use for the above-referenced property. Together with this letter, application and the supporting materials, TK Behavioral, LLC, a wholly owned subsidiary of Acadia Healthcare, Inc. is enclosing two checks, as follows: 1) \$500.00 for the special use application fee and 2) \$500.00 for the special use application escrow.

If the Planning and Economic Development Department Director or Staff has any questions or requires additional materials in conjunction with this application, please do not hesitate to contact me at (630) 343-2348 or our attorney, Al Domanskis of Boodell & Domanskis, LLC at (312) 540-1075.

Thank you very much for your time and attention to this application. We look forward to working with the Village of Lemont on this special use.

Sincerely,



Tom Dattalo, Administrator

**Application of TK Behavioral, LLC, a wholly owned subsidiary of Acadia Healthcare, Inc.,
for Approval of a Special Use for 11861 Brown Drive, Lemont, Illinois, 11863 Brown Drive,
Lemont, Illinois and 11865 Brown Drive, Lemont, Illinois**

TABLE OF CONTENTS

1. Special Use Application Form (with checks enclosed).....

2. Project Summary and Special Use Request.....

3. Parcel Identification Number List.....

4. Special Use Application Checklist of Required Materials.....

 A. Warranty Deeds.....

 B. Legal Description for 11861 Brown Drive, Lemont, Illinois.....

 C. Legal Description for 11863 Brown Drive, Lemont, Illinois.....

 D. Legal Description for 11865 Brown Drive, Lemont, Illinois.....

 E. Consent of Owners of Record of Property.....

 F. Copy of Purchase/Sale Contract for Property.....

 G. Plats of Survey and Pictures of Subject Property (plat to be substituted with more
 detailed plat as soon as possible.....

5. Special Use Criteria Worksheet.....

 A. Addendum to Special Use Criteria Worksheet.....

 1) Timberline Knolls Magnolia House
 Agreement.....

6. Acadia Healthcare, Inc. Consent.....

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Special Use Application Form

APPLICANT INFORMATION

TK Behavioral, LLC a wholly owned subsidiary of Acadia Healthcare, Inc.

Applicant Name

TK Behavioral, LLC a wholly owned subsidiary of Acadia Healthcare, Inc.

Company/Organization

830 Crescent Center Drive, Suite 610, Franklin, TN 37067

Applicant Address

615-861-7330

Telephone & Fax

scott.schwieger@acadiahealthcare.com

E-mail

CHECK ONE OF THE FOLLOWING:

- Applicant is the owner of the subject property and is the signer of this application.
- Applicant is the contract purchaser of the subject property.
- Applicant is acting on behalf of the beneficiary of a trust.
- Applicant is acting on behalf of the owner.

PROPERTY INFORMATION

11861, 11863 and 11865 Brown Drive, Lemont, IL

Address of Subject Property/Properties

22-20-305-059-1001; 22-20-305-059-1002; 22-20-305-059-1003

Parcel Identification Number of Subject Property/Properties

Approx. 2,800 square feet footprint

Size of Subject Property/Properties

DESCRIPTION OF REQUEST

3 unit, 2 floor condominium building will be used as a supportive living environment of no more than 6 persons per unit

Brief description of the proposed special use

for graduates from the residential portion of Timberline Knolls program. Residents will be females, ages 18 or older, who will be employed, seeking employment, full-time students and continuing treatment.

REQUIRED DOCUMENTS

See Form 501-A, *Special Use Application Checklist of Required Materials*, for items that must accompany this application.

FOR OFFICE USE ONLY

Application received on _____

By: _____

Application deemed complete on _____

By: _____

Current Zoning _____

Fee Amount Enclosed: _____

Escrow Amount Enclosed: _____

Special Use Application Form

Village of Lemont

APPLICATION FEE & ESCROW

Application Fee = \$500 for properties less than 10 acres, \$750 for properties 10 acres or larger
Fee is non-refundable.

Required Escrow = \$500

At the time of application, the applicant shall submit a check for the establishment of an escrow account. The escrow money shall be used to defray costs of public notice, consultants, or other direct costs incurred by the Village in association with the special use application. Additionally, should the applicant fail to remove the required public notice sign in a timely manner, the escrow account may be used to defray the costs of the sign's removal. After completion of the special use review process, any unused portion of the escrow account will be refunded upon request.

AFFIRMATION

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. I permit Village representatives to make all reasonable inspections and investigations of the subject property during the period of processing of this application. I understand that as part of this application I am required to establish an escrow account to pay for direct costs associated with the approval of this application, such as the fulfillment of public notice requirements, removal of the public notice sign, taking of minutes at the public hearing and fees for consultants hired by the Village to evaluate this application. I understand that the submitted fee is non-refundable and that any escrow amount leftover upon project completion will be refunded upon request. I understand that I am responsible for the posting of a public hearing sign and for the mailing of legal notice to all surrounding property owners as required by Village ordinances and state law.



by Tom Dattalo, Timberline Knolls Administrator January 25, 2013

Signature of Applicant

Date

Illinois

Cook

State

County

I, the undersigned, a Notary Public in and for the aforesaid County and State, do hereby certify that Tom Dattalo 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.



Notary Signature

Given under my hand and notary seal this 13th day of January A.D. 20 13.

My commission expires this 13th day of March A.D. 20 16.



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PROJECT SUMMARY

On November 26, 2012, the President and Board of Trustees of the Village of Lemont approved Ordinance No. 0-68-12 granting a request for special use for the property known as Magnolia House, located at 1 Povalish Court, Lemont, Illinois. The owner of Magnolia House is applicant herein, TK Behavioral, LLC, a wholly owned subsidiary of Acadia Healthcare, Inc. ("Applicant"). Applicant has entered into a contract to purchase the property commonly known as 11861 Brown Drive, 11863 Brown Drive and 11865 Brown Drive (collectively "Brown Drive Property"). The Brown Drive Property is currently zoned R-6, and used as multi-family residential rental condominiums. Due to its location adjacent to Magnolia House, and the fact that the property is already being used in substantially the same manner, Applicant hopes to capitalize on this excellent opportunity to expand the services that it is already providing through Timberline Knolls and Magnolia House. Applicant will continue the existing use of the Brown Drive Property, which is currently being used as a multi-family rental condominium. As set forth in greater detail in the Addendum to Special Use Criteria Worksheet, residents of the Brown Drive Property will be continuing the treatment started at Timberline Knolls and will follow the same rules and regulations incorporated into the approval of Ordinance No. 0-68-12.

The Brown Drive Property is approximately 14,000 square feet. The condominium building consists of three attached units the building footprint of which covers approximately 2800 square feet. Because Applicant is the contract purchaser of the Brown Drive Property, it does not yet have access to a full plat of survey and will amend this submission with a plat of survey and detailed property dimensions as soon as possible, well in advance of the February 20, 2013 Planning and Zoning Committee meeting. To the best of Applicant's ability to estimate at this time, the building structure covers approximately 20% of the Brown Drive Property. Each approximately 1500 square foot unit is two floors. Each unit includes a two-car garage with a driveway, therefore providing additional off-street parking, although at this time Applicant does not anticipate that the residents of the Brown Drive Property will have cars at the property. Applicant will limit each unit to no more than 6 residents.

TK Behavioral, LLC, a wholly owned subsidiary of Acadia Healthcare, Inc., respectfully requests that the Village approve its request for a special use for the Brown Drive Property: "Group living, not otherwise defined" so that the Brown Drive Property can serve residents undergoing treatment in the same way that the Magnolia House property is serving residents.

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PARCEL IDENTIFICATION NUMBERS LIST

22-20-305-059-1001

22-20-305-059-1002

22-20-305-059-1003

4

Special Use Application Checklist of Required Materials

Materials Required at Submittal of Application

A complete application for a special use must include **all** of the following items. Any application that does not include all of the following items will not be considered complete. The Planning & Economic Development Department **will not** schedule a public hearing for any special use request until a complete application has been submitted.

_____ **Application Form.** One original copy of the attached *Special Use Application Form*, signed by the applicant and notarized.

_____ **Application Fee.** A non-refundable fee of \$500 for properties less than 10 acres or \$750 for properties 10 acres or greater.

_____ **Escrow Account.** \$500 per application. Any unused portion may be refunded upon request after completion of the special use review process.

_____ **Proof of Ownership & Applicant Authorization.** One copy of a deed that documents the current ownership of the subject property. If the applicant is the owner, this is the only documentation necessary. If the applicant is not the owner, the following are required in addition to a copy of the deed:

- If the applicant is the contract purchaser of the property, a copy of said contract must be attached.
- If the applicant is acting on behalf of the beneficiary of a trust, a notarized letter from an authorized trust officer identifying the applicant as an authorized individual acting in behalf of the beneficiaries must be attached. The letter must also provide the name, address and percentage of interest of each beneficiary.
- If the applicant is acting on behalf of the owner, a notarized letter of consent from the owner must be attached.

If the property owner is a company, a disclosure of the principals of the company must be included in the application materials. For example, an LLC may submit a copy of the LLC Management Agreement.

Submittal Packet. 22 collated copies of a submittal packet for distribution at public meetings and one electronic copy for Village files. Additional copies of the submittal packet may be required after initial submission of the special use application. Planning & Economic Development Staff will advise if/when additional copies are needed.

Any plans and maps included in the submittal packet should contain the following: a north arrow or other indication of true north or map north; the date of map/plan preparation; the name of the person preparing the map/plan; and a scale, the scale may be expressed verbally (e.g. 1 inch equals 60 ft.) but other forms of scale are preferable (e.g. scale bar or ratio such as 1:24,000). All plats should be printed on at least 11"x17" sized paper.

The submittal packet shall include the following:

- **Project Summary.** A written overview of the proposed special use. This overview should include a quantitative summary that includes the following, as applicable:
 - Acreage and/or square footage of subject site
 - Square footage of commercial space
 - Proposed residential density (# dwelling units/gross site area)
 - Total square footage covered by structures
 - Total square footage covered by roads and other impervious surfaces
 - Total square footage of commonly owned and maintained open space
 - Number of off-street parking spaces
- **Legal Description.** A legal description of the subject property.
- **Plat of Survey.**
- **Special Use Criteria Worksheet.** The applicant must address the standards listed on the attached *Special Use Criteria Worksheet*.
- **Additional Plans or Documents as Required by the Planning & Economic Development Director.** Department staff will advise if any additional materials are necessary.

Materials Required when Public Notice is Served

The following items **are not** required at the time of application submittal. However, these items must be submitted to the Planning & Economic Development Department prior to the public hearing before the Planning & Zoning Commission. Once the applicant has fulfilled the public notice requirements, the following items must be submitted:

_____ **Affidavit of Public Notice.** The attached *Affidavit of Public Notice* must be submitted by the applicant once he/she has completed the necessary public notice requirements. A signed and notarized original form should be submitted to the Planning & Economic Development Department no later than 15 days prior to the scheduled public hearing for the special use request. More explanation regarding public notice requirements is contained in the attached *Special Use Public Notice Requirements* document.

_____ **Copy of Written Notice.** Once the applicant has sent the required written notice of public hearing, a copy shall be submitted to the Planning & Economic Development Department. The copy of the written notice should be submitted at the time that the notice is sent to the surrounding property owners. More explanation regarding public notice requirements is contained in the attached *Special Use Public Notice Requirements* document.

_____ **Address List.** A list of all addresses to which the applicant sent the written notice of public hearing shall be submitted to the Planning & Economic Development Department at the time the written notice is sent to the surrounding property owners. More explanation regarding public notice requirements is contained in the attached *Special Use Public Notice Requirements* document.

EXHIBIT 4A

GEORGE E. COLE®
LEGAL FORMS

No. 804
November 1994

WARRANTY DEED
Statutory (Illinois)
(Corporation to Individual)



CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE
00257805

3317/0034 47 002 Page 1 of 2
2000-04-13 10:43:48
Cook County Recorder 23.50

THE GRANTOR

Suburban Bank & Trust Company

a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of the sum of Ten and 00/100 (\$10.00)

----- DOLLARS,
and other good and valuable considerations

----- in hand paid,

and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS to

Robert Sardiga Living Trust Dated 3/24/98
Robert Sardiga and Patricia Sardiga Trustees
13182 Briar Patch Lane
Lemont, IL 60439

(Name and Address of Grantee)

the following described Real Estate situated in the County of Cook

----- in State of Illinois, to wit:

UNIT 11861 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ATHENS SQUARE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 97570926, IN SECTION 20, TOWNSHIP 37 NORTH RANGE 11, EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Above Space for Recorder's Use Only

EO 12812

Permanent Real Estate Index Number(s): 22-20-305-059-1001

Address(es) of Real Estate: 11861 Brown Drive, Lemont, IL 60439

SUBJECT TO: covenants, conditions, and restrictions of record,

Document No.(s) _____; _____; and to General Taxes for 1999 and subsequent years.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its 1st Vice President, and attested by its _____ Secretary, this 31st day of March, 1999.

Suburban Bank & Trust Company

(Name of Corporation)

By _____

1st Vice President

Impress
Corporate Seal
Here

Attest: _____

Secretary _____

LEGAL FORMS
E. COLE

STATE TAX

STATE OF ILLINOIS

APR. 12.00

COOK COUNTY

000000338

REAL ESTATE TRANSFER TAX

0011950

FP351009

COUNTY TAX

COOK COUNTY

REAL ESTATE TRANSACTION TAX

APR. 12.00

REVENUE STAMP

000000319

REAL ESTATE TRANSFER TAX

0005950

FP351021

COUNTY TAX

COOK COUNTY

REAL ESTATE TRANSACTION TAX

APR. 12.00

REVENUE STAMP

000000322

REAL ESTATE TRANSFER TAX

0000025

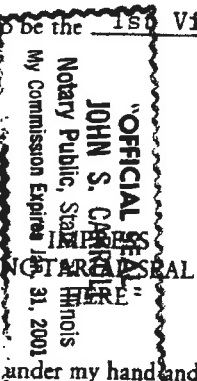
FP351021

WARR
Corporati

State of Illinois, County of DuPage ss. I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that David DeGroot personally known to me to be the 1st Vice President of the Suburban Bank & Trust Company, an Illinois

corporation, and _____ personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such 1st Vice President and _____ Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31 day of March 192000
Commission expires _____ 19 _____



NOTARY PUBLIC

This instrument was prepared by John S. Carroll, Esq., 30 N. LaSalle Street, #1200, Chicago, IL 60602
TO Louis E. Sciliano, Ltd.
(Name)

SEND SUBSEQUENT TAX BILLS TO:

Robert S. Sardiga
(Name)

13182 Briar Patch Lane
(Address)

Lemont, Illinois 60439
(City, State and Zip)

MAIL TO:

20180 Buenvos Highway
(Address)

Algonia Fields, Illinois 60431
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO. _____

00257785

3317/8014 47 002 Page 1 of 2
2000-04-13 10:01:09
Cook County Recorder 23.50

WARRANTY DEED
Statutory (Illinois)
(Corporation to Individual)

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THE GRANTOR

Suburban Bank & Trust Company

a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of the sum of Ten and 00/100 (\$10.00)

----- DOLLARS,
and other good and valuable considerations -----

----- in hand paid,
and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS to
Robert Sardiga Living Trust Dated 3/24/98
Robert Sardiga and Patricia Sardiga, Trustees
13182 Briar Patch Lane
Lemont, IL 60439

(Name and Address of Grantee)
the following described Real Estate situated in the County of Cook

----- in State of Illinois, to wit:

UNIT 11863 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ATHENS SQUARE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 97570926, IN SECTION 20, TOWNSHIP 37 NORTH RANGE 11, EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ED 13183

Permanent Real Estate Index Number(s): 22-20-305-059-1002

Address(es) of Real Estate: 11863 Brown Drive, Lemont, IL 60439

SUBJECT TO: covenants, conditions, and restrictions of record,

Document No.(s) _____; _____; and to General Taxes for 1999 and subsequent years.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its 1st Vice President, and attested by its _____ Secretary, this 31 day of March, 2000.

Suburban Bank & Trust Company

(Name of Corporation)

By _____

1st Vice President

Attest: _____

Secretary

Impress
Corporate Seal
Here

28

WARRANTY DEED
Corporation to Individual

GEORGE E. COLE
LEGAL FORMS

STATE TAX
STATE OF ILLINOIS
APR. 12.00
COOK COUNTY

000000337
REAL ESTATE TRANSFER TAX
0011950
FP351009

TO

COOK COUNTY
REAL ESTATE TRANSACTION TAX
APR. 12.00
REVENUE STAMP

000000318
REAL ESTATE TRANSFER TAX
0005975
FP351021

State of Illinois, County of DuPage ss. I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that David DeGroot personally known to me to be the 1st Vice President of the Suburban Bank & Trust Company, an Illinois corporation, and _____ personally known to me to be

the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such 1st Vice President and _____ Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

NOTARY PUBLIC
JOHN S. CARROLL
Notary Public, State of Illinois
My Commission Expires Jan. 18, 2001

Given under my hand and official seal, this 31 day of March 192000
Commission Expires _____ 19 _____

NOTARY PUBLIC

This instrument was prepared by John S. Carroll, Esq., 30 N. LaSalle Street, #1200, Chicago, IL 60602
(Name and Address)

SEND SUBSEQUENT TAX BILLS TO:

MAIL TO:

David E. Siciliano, Jr.
(Name)
20180 Governors Highway
(Address)
Olympia Fields, Illinois 60461
(City, State and Zip)

(Name)

(Address)

OR

RECORDER'S OFFICE BOX NO. _____

(City, State and Zip)

00257783

3317/0012 47 002 Page 1 of 2
2000-04-13 09:57:13
Cook County Recorder 23.50



GEORGE E. COLE®
LEGAL FORMS

No. 804
November 1994

WARRANTY DEED
Statutory (Illinois)
(Corporation to Individual)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR

Suburban Bank & Trust Company

a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of the sum of Ten and 00/100 (\$10.00)

-----DOLLARS,
and other good and valuable considerations

_____ in hand paid,
and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS to

Robert Sardiga Living Trust Dated 3/24/98
Robert Sardiga and Patricia Sardiga, Trustees
13182 Briar Patch Lane
Lemont, IL 60439

(Name and Address of Grantee)

the following described Real Estate situated in the County of Cook

_____ in State of Illinois, to wit:

UNIT 11865 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ATHENS SQUARE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 97570926, IN SECTION 20, TOWNSHIP 37 NORTH RANGE 11, EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 22-20-305-059-1003

Address(es) of Real Estate: 11865 Brown Drive, Lemont, IL 60439

SUBJECT TO: covenants, conditions, and restrictions of record,

Document No.(s) _____; _____; and to General Taxes for 1999 and subsequent years.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its 1st Vice President, and attested by its _____ Secretary, this 31st day of Mar, 2000.

Suburban Bank & Trust Company

(Name of Corporation)

Impress
Corporate Seal
Here

By _____

1st Vice President

Attest: _____

Secretary

20/3/84

2P

WARRANTY DEED
Corporation to Individual

GEORGE E. COLE
LEGAL FORMS

STATE OF ILLINOIS
STATE TAX
APR. 12.00
COOK COUNTY

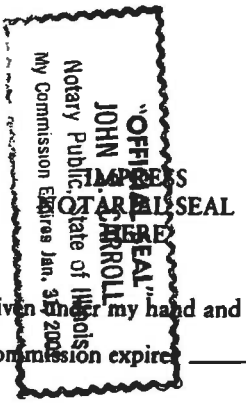
REAL ESTATE TRANSFER TAX
42E0000000
00119.50
FP351009

COOK COUNTY
REAL ESTATE TRANSACTION TAX
COUNTY TAX
APR. 12.00
REVENUE STAMP

REAL ESTATE TRANSFER TAX
80E0000000
00059.75
FP351021

State of Illinois, County of DuPage ss. I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that David DeGroot personally known to me to be the 1st Vice President of the Suburban Bank & Trust Company, an Illinois

corporation, and _____ personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such 1st Vice President and _____ Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.



Given under my hand and official seal, this 31st day of March 2000
Commission expires _____ 19 _____

NOTARY PUBLIC

This instrument was prepared by John S. Carroll, Esq., 30 N. LaSalle Street, #1200, Chicago, IL 60602 (Name and Address)

MAIL TO: Louis E. Siciliano, Ltd. (Name)
20180 GOVERNORS HIGHWAY (Address)
Olympia Fields, Illinois 60461 (City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:
Robert S. Sardiga (Name)
13182 Briar Patch Lane (Address)
Lemont, IL 60439 (City, State and Zip)

OR RECORDER'S OFFICE BOX NO. _____

EXHIBIT 4B

LEGAL DESCRIPTION OF PROPERTY

Common Address: 11861 Brown Drive, Lemont, IL 60439

Pin No. 22-20-305-059-1001

Legal Description:

UNIT 11861 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ATHENS SQUARE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 97570926, IN SECTION 20, TOWNSHIP 37 NORTH RANGE 11, EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT 4C

LEGAL DESCRIPTION OF PROPERTY

Common Address: 11863 Brown Drive, Lemont, IL 60439

Pin No. 22-20-305-059-1002

Legal Description:

UNIT 11863 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ATHENS SQUARE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 97570926, IN SECTION 20, TOWNSHIP 37 NORTH RANGE 11, EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT 4D

LEGAL DESCRIPTION OF PROPERTY

Common Address: 11865 Brown Drive, Lemont, IL 60439

Pin No. 22-20-305-059-1003

Legal Description:

UNIT 11865 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ATHENS SQUARE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 97570926, IN SECTION 20, TOWNSHIP 37 NORTH RANGE 11, EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT 4E

**CONSENT OF OWNERS OF RECORD OF 11861 BROWN DRIVE, LEMONT, ILLINOIS, 11863
BROWN DRIVE, LEMONT, ILLINOIS
AND 11865 BROWN DRIVE, LEMONT, ILLINOIS**

The undersigned, Robert Sardiga and Patricia Sardiga, Trustees of the Robert Sardiga Living Trust Dated March 24, 1998, hereby confirm and consent as follows:

1. We are the Trustees duly empowered to act on behalf of the Robert Sardiga Living Trust Dated March 24, 1998 (the "Trust");
2. The Trust is the owner of record of the properties commonly known as 11861 Brown Drive, Lemont, Illinois, 11863 Brown Drive, Lemont, Illinois and 11865 Brown Drive, Lemont, Illinois (collectively the "Property");
3. We have entered into a contract to sell the Property to TK Behavioral, LLC, a wholly owned subsidiary of Acadia Healthcare, Inc.;
4. On behalf of the Trust, we hereby give our unconditional permission and consent to TK Behavioral, LLC, a wholly owned, subsidiary of Acadia Healthcare, Inc., to take any actions necessary in conjunction with its Application for Approval of a Special Use for the Property, including, but not limited to, filing such application, sending correspondence and written notice to property owners with 250 feet of the Property and posting a sign at Property, as part of the special use application process; and
5. The beneficiaries of the Robert Sardiga Living Trust Dated March 24, 1998 are:

Robert Sardiga of Lemont, Illinois (with a 50 % interest) and
Patricia Sardiga of Lemont, Illinois (with a 50 % interest).

Robert S Sardiga Trustee

Robert Sardiga, Trustee

Patricia Sardiga Trustee

Patricia Sardiga, Trustee

State of Illinois)

County of Cook)

Subscribed and sworn to before me this

24th day of January 2013

[Signature]

Notary Public

My commission
expires 11-08-2015

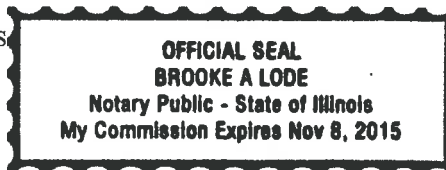


EXHIBIT 4F

seller can
close earlier
in April if
needed.



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 5.0



1 THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".

2 Buyer(s) (Please Print) TK Behavioral, LLC, A Delaware Limited Liability Co.
3 Seller(s) (Please Print) Robert & Patricia Sardiga

4 If Dual Agency applies, complete Optional Paragraph 41.

5 2. THE REAL ESTATE: Real Estate shall be defined as the Property, all improvements, the fixtures and
6 Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the
7 Real Estate with the approximate lot size or acreage of per survey commonly known as:

8 11861 Brown Dr, 11863 Brown Dr & 11865 Brown Dr Lement IL
9 Address City State Zip 60439
10 COOK
11 County Unit # (if applicable) 22-20-305-259-1001 (1002)(1003)
Permanent Index Number(s) of Real Estate

12 If Condo/Coop/Townhome Parking is Included: # of space(s) _____; identified as Space(s) # _____;
13 (check type) deeded space limited common element assigned space.

14 3. FIXTURES AND PERSONAL PROPERTY: All of the fixtures and included Personal Property are owned by
15 Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise
16 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems
17 together with the following items of Personal Property by Bill of Sale at Closing:

18 [Check or enumerate applicable items]

- 19 Refrigerator Central Air Conditioning Central Humidifier Light Fixtures, as they exist
- 20 Oven/Range/Stove Window Air Conditioners Water Softener (owned) Built-in or Attached Shelving
- 21 Microwave Ceiling Fan(s) Sump Pumps All Window Treatments & Hardware
- 22 Dishwasher Intercom System Electronic/Media Air Filter Existing Storms & Screens
- 23 Garbage Disposal TV Antenna System Central Vac & Equipment Fireplace Screens/Doors/Grates
- 24 Trash Compactor Satellite Dish Security Systems (owned) Fireplace Gas Logs
- 25 Washer Outdoor Shed Garage Door Openers Invisible Fence System, Collars & Box
- 26 Dryer Planted Vegetation with all Transmitters Smoke Detectors
- 27 Attached Gas Grill Outdoor Playsets All Tacked Down Carpeting Carbon Monoxide Detectors

28 Other Items included: _____

29 Items NOT included: _____

30 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
31 operating condition at Possession, except: _____

32 A system or item shall be deemed to be in operating condition if it performs the function for which it is
33 intended, regardless of age, and does not constitute a threat to health or safety.

34 Home Warranty shall shall not be included at a Premium, not to exceed \$ _____

35 4. PURCHASE PRICE: Purchase Price of \$ ~~534,000.00~~ ~~528,000.00~~ 536,500 shall be paid as follows: initial earnest money
36 of \$25,000.00 by check, cash OR note due on _____, 20____ to be increased
37 to a total of \$ _____ by _____, 20____.

38 [check one] Seller's Broker Buyer's Broker as "Escrowee", in trust for the mutual benefit of the Parties.
39 The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire transfer of

Buyer Initial	<u>RS</u>	Buyer Initial	<u>RS</u>	Seller Initial	<u>RS</u>	Seller Initial	<u>RS</u>
Address	<u>11861 11863 11865</u>			<u>BROWN DR</u>			

40 funds, or by certified, cashier's, mortgage lender's or title company's check (provided that the title company's
41 check is guaranteed by a licensed title insurance company).

42 5. CLOSING: Closing or escrow payout shall be on April 30, 2013 or at such time as mutually
43 agreed by the Parties in writing. Closing shall take place at the escrow office of the title company (or its
44 issuing agent) that will issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall
45 be agreed mutually by the Parties.

46 6. POSSESSION: Unless otherwise provided in Paragraph 39, Seller shall deliver possession to Buyer at the
47 time of Closing. Possession shall be deemed to have been delivered when Seller has vacated the Real Estate
48 and delivered keys to the Real Estate to Buyer or to the office of the Seller's Broker. *Subject to tenant leases*

49 7. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer *[check one]* has has
50 not received a completed Illinois Residential Real Property Disclosure Report; *[check one]* has has not
51 received the EPA Pamphlet, "Protect Your Family From Lead in Your Home"; *[check one]* has has not
52 received a Lead-Based Paint Disclosure; *[check one]* has has not received the IEMA Pamphlet "Radon
53 Testing Guidelines for Real Estate Transactions"; *[check one]* has has not received the Disclosure of
54 Information on Radon Hazards.

55 8. PRORATIONS: Proratable items shall include, without limitation, rents and deposits (if any) from tenants;
56 Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer;
57 and Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).
58 Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller
59 represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$ N/A
60 per N/A (and, if applicable, Master/Umbrella Association fees are \$ N/A per N/A). Seller agrees
61 to pay prior to or at Closing any special assessments (by any association or governmental entity) confirmed
62 prior to the Date of Acceptance. Installments due after the year of Closing for a Special Assessment Area or
63 Special Service Area shall not be a proratable item and shall be payable by Buyer. The general Real Estate
64 taxes shall be prorated as of the date of Closing based on 105 % of the most recent ascertainable full year
65 tax bill. All prorations shall be final as of Closing, except as provided in Paragraph 20. If the amount of the
66 most recent ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior
67 freeze or senior deferral, then Seller has submitted or will submit in a timely manner all necessary
68 documentation to the appropriate governmental entity, before or after Closing, to preserve said exemption(s).

69 9. ATTORNEY REVIEW: Within five (5) Business Days after the Date of Acceptance, the attorneys for the
70 respective Parties, by Notice, may:

- 71 (a) Approve this Contract; or
 - 72 (b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
 - 73 (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of
74 Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed
75 modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract
76 shall be null and void; or
 - 77 (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may
78 declare this Contract null and void and this Contract shall remain in full force and effect.
- 79 Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 9(c). If Notice is not
80 served within the time specified herein, the provisions of this paragraph shall be deemed waived by the
81 Parties and this Contract shall remain in full force and effect.

Seller's attorney to review contract within 5 business days

Buyer Initial	<input checked="" type="checkbox"/>	Buyer Initial	<input checked="" type="checkbox"/>	Seller Initial	RS	Seller Initial	RS
Address	11861	11863	& 11865	Brown	DR		

2

v5.0e

82 **10. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** Buyer may conduct at Buyer's expense
 83 (unless otherwise provided by governmental regulations) a home, radon, environmental, lead-based paint
 84 and/or lead-based paint hazards (unless separately waived), and/or wood destroying insect infestation
 85 inspection of the Real Estate by one or more licensed or certified inspection service(s).
 86 (a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute
 87 defects and are not a part of this contingency. The fact that a functioning major component may be at
 88 the end of its useful life shall not render such component defective for purposes of this paragraph.
 89 Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the
 90 acts or negligence of Buyer or any person performing any inspection. The home inspection shall cover
 91 only the major components of the Real Estate, including but not limited to central heating system(s),
 92 central cooling system(s), plumbing and well system, electrical system, roof, walls, windows, ceilings,
 93 floors, appliances and foundation. A major component shall be deemed to be in operating condition if it
 94 performs the function for which it is intended, regardless of age, and does not constitute a threat to health
 95 or safety. If radon mitigation is performed, Seller shall pay for any retest.
 96 (b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for
 97 which Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection
 98 reports within five (5) Business Days (ten (10) calendar days for a lead-based paint and/or lead-based
 99 paint hazard inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of
 100 Acceptance written agreement is not reached by the Parties with respect to resolution of all inspection
 101 issues, then either Party may terminate this Contract by serving Notice to the other Party, whereupon this
 102 Contract shall be null and void.
 103 (c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
 104 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
 105 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void.
 106 (d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
 107 waiver of Buyer's right to terminate this Contract under this Paragraph 10 and this Contract shall remain
 108 in full force and effect.

109 **11. MORTGAGE CONTINGENCY:** This Contract is contingent upon Buyer obtaining a firm written mortgage
 110 commitment (except for matters of title and survey or matters totally within Buyer's control) on or before
 111 _____ 20 _____ for a [check one] fixed adjustable; [check one] conventional FHA/VA
 112 (if FHA/VA is chosen, complete Paragraph 35) other _____ loan of _____ % of Purchase
 113 Price, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not
 114 exceed _____ % per annum, amortized over not less than _____ years. Buyer shall pay loan origination fee
 115 and/or discount points not to exceed _____ % of the loan amount. Buyer shall pay the cost of application,
 116 usual and customary processing fees and closing costs charged by lender. (Complete Paragraph 33 if closing
 117 cost credits apply.) Buyer shall make written loan application within five (5) Business Days after the Date of
 118 Acceptance. Failure to do so shall constitute an act of Default under this Contract. If Buyer, having applied
 119 for the loan specified above, is unable to obtain such loan commitment and serves Notice to Seller within
 120 the time specified, this Contract shall be null and void. If Notice of inability to obtain such loan
 121 commitment is not served within the time specified, Buyer shall be deemed to have waived this
 122 contingency and this Contract shall remain in full force and effect. Unless otherwise provided in
 123 Paragraph 31, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real
 124 estate. Buyer shall be deemed to have satisfied the financing conditions of this paragraph if Buyer obtains a
 125 loan commitment in accordance with the terms of this paragraph even though the loan is conditioned on the
 126 sale and/or closing of Buyer's existing real estate. If Seller at Seller's option and expense, within thirty (30)
 127 days after Buyer's Notice, procures for Buyer such commitment or notifies Buyer that Seller will accept a

Buyer Initial	<u>2</u>	Buyer Initial	<u>2</u>	Seller Initial	<u>R S</u>	Seller Initial	<u>R S</u>
Address	<u>11861, 11863 41865 BRUNN DR</u>						

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~~128 purchase money mortgage upon the same terms, this Contract shall remain in full force and effect. In such
129 event, Seller shall notify Buyer within five (5) Business Days after Buyer's Notice of Seller's election to
130 provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and
131 shall sign all papers necessary to obtain the mortgage commitment and to close the loan.~~

132 **12. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for
133 an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10)
134 Business Days after the Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves
135 Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If
136 Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency
137 and this Contract shall remain in full force and effect.

138 **13. FLOOD INSURANCE:** Unless previously disclosed in the Illinois Residential Real Property Disclosure
139 Report, Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a
140 special flood hazard area which requires Buyer to carry flood insurance. If Notice of the option to declare
141 this Contract null and void is not given to Seller within ten (10) Business Days after the Date of
142 Acceptance or by the Mortgage Contingency deadline date described in Paragraph 11 (whichever is later),
143 Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
144 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

145 **14. CONDOMINIUM/Common Interest Associations:** (If applicable) The Parties agree that the terms
146 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any
147 conflicting terms.

148 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and
149 conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all
150 amendments; public and utility easements including any easements established by or implied from the
151 Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall
152 rights and agreements; limitations and conditions imposed by the Condominium Property Act;
153 installments due after the date of Closing of general assessments established pursuant to the Declaration
154 of Condominium/Covenants, Conditions and Restrictions.

155 (b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for
156 all special assessments confirmed prior to the Date of Acceptance.

157 (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller
158 items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently
159 apply for same. This Contract is subject to the condition that Seller be able to procure and provide to
160 Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by
161 the Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by
162 the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the
163 Condominium Association requires the personal appearance of Buyer and/or additional documentation,
164 Buyer agrees to comply with same.

165 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing
166 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
167 conditions contained within the documents would unreasonably restrict Buyer's use of the premises or
168 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate,
169 then Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days
170 after the receipt of the documents and information required by Paragraph 14(c), listing those deficiencies
171 which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed
172 to have waived this contingency, and this Contract shall remain in full force and effect.

Buyer Initial	(2)	Buyer Initial	(2)	Seller Initial	RS	Seller Initial	SD
Address	11861, 11863 A 11865 Brown Dr						
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173 (e) Seller shall not be obligated to provide a condominium survey.
174 (f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

175 **15. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
176 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights,
177 (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by
178 Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable,
179 subject only to: general real estate taxes not due and payable at the time of Closing; covenants, conditions
180 and restrictions of record; and building lines and easements, if any, provided they do not interfere with the
181 current use and enjoyment of the Real Estate.

182 **16. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
183 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a
184 title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended
185 coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of
186 Acceptance, subject only to items listed in Paragraph 15. The requirement to provide extended coverage shall
187 not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be
188 conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein
189 stated. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any
190 encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said
191 exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure
192 against loss or damage that may result from such exceptions or survey matters or insure against any court-
193 ordered removal of the encroachments. If Seller fails to have such exceptions waived or insured over prior to
194 Closing, Buyer may elect to take the title as it then is with the right to deduct from the Purchase Price prior
195 encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title
196 covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
197 Insurance Policy.

198 **17. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
199 condominium (see Paragraph 14) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat
200 of Survey that conforms to the current Minimum Standards of Practice for boundary surveys, is dated not
201 more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor
202 licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show
203 visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The
204 land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners
205 shall also be visibly staked or flagged. The Plat of Survey shall include the following statement placed near
206 the professional land surveyor seal and signature: "This professional service conforms to the current Illinois
207 Minimum Standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey
208 and is not acceptable.

209 **18. ESCROW CLOSING:** At the election of either Party, not less than five (5) Business Days prior to Closing,
210 this sale shall be closed through an escrow with the lending institution or the title company in accordance
211 with the provisions of the usual form of Deed and Money Escrow Agreement, as agreed upon between the
212 Parties, with provisions inserted in the Escrow Agreement as may be required to conform with this Contract.
213 The cost of the escrow shall be paid by the Party requesting the escrow. If this transaction is a cash purchase
214 (no mortgage is secured by Buyer), the Parties shall share the title company escrow closing fee equally.

215 **19. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the
216 Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by

Buyer Initial	<u>AB</u>	Buyer Initial	<u>AB</u>	Seller Initial	<u>RS</u>	Seller Initial	<u>RS</u>
Address	<u>11861, 11863 & 11865 BROWN DR</u>						v5.0e

217 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
218 earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
219 condemnation award or any insurance payable as a result of the destruction or damage, which gross
220 proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to
221 repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of
222 the State of Illinois shall be applicable to this Contract, except as modified by this paragraph.

223 **20. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed
224 for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be
225 deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and
226 Seller and paid at Closing. When the exact amount of the taxes to be prorated under this Contract can be
227 ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party and Seller's share of
228 such tax liability after proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be
229 paid to Seller. If Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees
230 to pay such excess promptly upon demand.

231 **21. SELLER REPRESENTATIONS:** Seller represents that with respect to the Real Estate Seller has no
232 knowledge of nor has Seller received written notice from any governmental body regarding:
233 (a) zoning, building, fire or health code violations that have not been corrected;
234 (b) any pending rezoning;
235 (c) boundary line disputes;
236 (d) any pending condemnation or Eminent Domain proceeding;
237 (e) easements or claims of easements not shown on the public records;
238 (f) any hazardous waste on the Real Estate;
239 (g) any improvements to the Real Estate for which the required permits were not obtained;
240 (h) any improvements to the Real Estate which are not included in full in the determination of the most
241 recent tax assessment; or
242 (i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

243 Seller further represents that:
244 1. There [check one] is is not a pending or unconfirmed special assessment affecting the Real Estate by
245 any association or governmental entity payable by Buyer after date of Closing.
246 2. The Real Estate [check one] is is not located within a Special Assessment Area or Special Service
247 Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
248 If any of the representations contained herein regarding a Special Assessment Area or Special Service
249 Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If
250 Notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business
251 Days after the Date of Acceptance or by the Mortgage Contingency deadline date described in Paragraph
252 11 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain
253 in full force and effect. Seller's representations contained in this paragraph shall survive the Closing.

254 **22. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean
255 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the
256 Real Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real
257 Estate, fixtures and included Personal Property prior to Possession to verify that the Real Estate,
258 improvements and included Personal Property are in substantially the same condition as of the Date of
259 Acceptance, normal wear and tear excepted.

Buyer Initial	<u>2</u>	Buyer Initial	<u>2</u>	Seller Initial	<u>RS</u>	Seller Initial	<u>SD</u>
Address	<u>11861</u>	<u>11863</u>	<u>411865</u>	<u>Brown Dr</u>			
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260 **23. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**
261 (a) Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing
262 inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by
263 municipal ordinance shall be paid by the party designated in such ordinance.
264 (b) Parties agree to comply with the reporting requirements of the applicable sections of the Internal
265 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

266 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal
267 holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

268 **25. FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
269 executing, negotiating, and finalizing this Contract.

270 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
271 Contract may be terminated by either Party, the following shall be deemed incorporated: "and earnest money
272 refunded to Buyer upon written direction of the Parties to Escrowee or upon entry of an order by a court of
273 competent jurisdiction". There shall be no disbursement of earnest money unless Escrowee has been
274 provided written direction from Seller and Buyer. Absent a direction relative to the disbursement of earnest
275 money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court
276 by the filing of an action in the nature of Interpleader. Escrowee shall be reimbursed from the earnest money
277 for all costs, including reasonable attorney fees, related to the filing of the Interpleader action. Seller and
278 Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising
279 under this paragraph.

280 **27. NOTICE:** Except as provided in Paragraph 31(C)(2) regarding the manner of service for "kick-out"
281 Notices, all Notices shall be in writing and shall be served by one Party or attorney to the other Party or
282 attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in
283 the following manner:

284 (a) By personal delivery; or
285 (b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested.
286 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of
287 mailing; or

288 (c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that
289 the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is
290 transmitted during non-business hours, the effective date and time of Notice is the first hour of the next
291 Business Day after transmission; or

292 (d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient
293 Party's attorney to the sending Party or is shown on this Contract. Notice shall be effective as of date and
294 time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business
295 hours, the effective date and time of Notice is the first hour of the next Business Day after transmission.
296 An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this
297 Contract; or

298 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
299 following deposit with the overnight delivery company.

300 **28. PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the
301 Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be
302 entitled to collect reasonable attorney fees and costs from the non-prevailing Party as ordered by a court of
303 competent jurisdiction.

Buyer Initial	(2)	Buyer Initial	(2)	Seller Initial	RS	Seller Initial	RS
Address	11804	11863	4	11865	Browndr		

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304 29. CHOICE OF LAW/GOOD FAITH: All terms and provisions of this Contract including but not limited to the
305 Attorney Review and Professional Inspection Paragraphs shall be governed by the laws of the State of Illinois
306 and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

307 30. OTHER PROVISIONS: This Contract is also subject to those OPTIONAL PROVISIONS initiated by the
308 Parties and the following attachments, if any: See attached addendum.
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310 OPTIONAL PROVISIONS (Applicable ONLY if initiated by all Parties)

311 31. SALE OF BUYER'S REAL ESTATE:

312 (Initials)
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(A) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:
(1) Buyer owns real estate commonly known as (address):

- (2) Buyer has has not entered into a contract to sell said real estate.
If Buyer has entered into a contract to sell said real estate, that contract:
(a) is is not subject to a mortgage contingency.
(b) is is not subject to a real estate sale contingency.
(c) is is not subject to a real estate closing contingency.
- (3) Buyer has has not listed said real estate for sale with a licensed real estate broker and in a local multiple listing service.
- (4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer shall list said real estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) Business Days after the Date of Acceptance.
[For information only] Broker: _____ Phone: _____
Broker's Address: _____
(b) Does not intend to list said real estate for sale.

(B) CONTINGENCIES BASED UPON SALE AND/OR CLOSE OF BUYER'S REAL ESTATE:

- (1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of _____, 20____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 31, and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must be completed.)
- (2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 31(B)(1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before _____, 20____. If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 31, and this Contract shall remain in full force and effect.

Buyer Initial	<u>2</u>	Buyer Initial	<u>2</u>	Seller Initial	<u>DS</u>	Seller Initial	<u>RD</u>
Address	<u>11861, 11863 & 11865 Brown Dr</u>						v5.0

349 (3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in
 350 Paragraph 31(B)(1) (or after the date of this Contract if no date is set forth in Paragraph 31(B)(1)),
 351 Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination.
 352 Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 31 and complies with
 353 Paragraph 31(D), this Contract shall be null and void as of the date of Notice. If Notice as required
 354 by this subparagraph is not served within the time specified, Buyer shall be in default under the
 355 terms of this Contract.

356 (C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency,
 357 Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
 358 (1) If Seller accepts another bona fide offer to purchase the Real Estate while the contingencies expressed
 359 in Paragraph 31(B) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have
 360 _____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph
 361 31(B), subject to Paragraph 31(D).
 362 (2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be
 363 served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out"
 364 Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide
 365 such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer
 366 shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be
 367 served upon Buyer in the following manner:
 368 (a) By personal delivery effective at the time and date of personal delivery; or
 369 (b) By mailing to the addresses recited herein for Buyer by regular mail and by certified mail. Notice
 370 shall be effective at 10:00 A.M. on the morning of the second day following deposit of Notice in
 371 the U.S. Mail; or
 372 (c) By commercial overnight delivery (e.g., FedEx). Notice shall be effective upon delivery or at 4:00
 373 P.M. Chicago time on the next delivery day following deposit with the overnight delivery
 374 company, whichever first occurs.

375 (3) If Buyer complies with the provisions of Paragraph 31(D) then this Contract shall remain in full force
 376 and effect.
 377 (4) If the contingencies set forth in Paragraph 31(B) are NOT waived in writing within said time period
 378 by Buyer, this Contract shall be null and void.
 379 (5) Except as provided in Paragraph 31(C)(2) above, all Notices shall be made in the manner provided by
 380 Paragraph 27 of this Contract.
 381 (6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney
 382 or representative.

383 (D) WAIVER OF PARAGRAPH 31 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in
 384 Paragraph 31(B) when Buyer has delivered written waiver and deposited with the Escrowee additional
 385 earnest money in the amount of \$ _____ in the form of a cashier's or certified check within the
 386 time specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver
 387 shall be deemed ineffective and this Contract shall be null and void.

388 (E) BUYER COOPERATION REQUIRED: Buyer authorizes Seller or Seller's agent to verify representations
 389 contained in Paragraph 31 at any time, and Buyer agrees to cooperate in providing relevant information.

390 _____ 32. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has
 391 entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior
 392 contract on or before _____, 20____. In the event the prior contract is not cancelled within the
 393 time specified, this Contract shall be null and void. Seller's notice to the purchaser under the prior

Buyer Initial	<u>[Signature]</u>	Buyer Initial	<u>[Signature]</u>	Seller Initial	<u>[Signature]</u>	Seller Initial	<u>[Signature]</u>
Address	<u>11861, 11863 & 11825 BROWN DR</u>						v5.0

394 contract should not be served until after Attorney Review and Professional Inspections provisions of this
395 Contract have expired, been satisfied or waived.

396 _____ 33. CREDIT AT CLOSING: Provided Buyer's lender permits such credit to show on the
397 HUD-1 Settlement Statement, and if not, such lesser amount as the lender permits, Seller agrees to credit to
398 Buyer at Closing \$ _____ to be applied to prepaid expenses, closing costs or both.

399 _____ 34. INTEREST BEARING ACCOUNT: Earnest money (with a completed W-9 and other
400 required forms), shall be held in a federally insured interest bearing account at a financial institution
401 designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to
402 Buyer. Buyer shall be responsible for any administrative fee (not to exceed \$100) charged for setting up the
403 account. In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10)
404 Business Days prior to the anticipated Closing date.

405 _____ 35. VA OR FHA FINANCING: If Buyer is seeking VA or FHA financing, this provision shall
406 be applicable: Required FHA or VA amendments and disclosures shall be attached to this Contract. If VA,
407 the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and [check one]
408 shall shall not be added to the mortgage loan amount.

409 _____ 36. INTERIM FINANCING: This Contract is contingent upon Buyer obtaining a written
410 commitment for interim financing on or before _____, 20____ in the amount of \$ _____.
411 If Buyer is unable to secure the interim financing commitment and gives Notice to Seller within the time
412 specified, this Contract shall be null and void. If Notice is not served within the time specified, this
413 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

414 _____ 37. WELL AND/OR SEPTIC/SANITARY INSPECTIONS: Seller shall obtain at Seller's
415 expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and
416 including a bacteria and nitrate test (and lead test for FHA loans) and/or a septic report from the applicable
417 County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic
418 inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply
419 and the private sanitary system are in proper operating condition with no defects noted. Seller shall remedy
420 any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a
421 defect or deficiency and the cost of landscaping together exceed \$3,000.00, and if the Parties cannot reach
422 agreement regarding payment of such additional cost, this Contract may be terminated by either Party.
423 Additional testing recommended by the report shall be obtained at Seller's expense. If the report
424 recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with
425 a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract
426 prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than one (1) Business Day
427 prior to Closing.

428 _____ 38. WOOD DESTROYING INFESTATION: Notwithstanding the provisions of Paragraph 10,
429 within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a
430 written report, dated not more than six (6) months prior to the date of Closing, by a licensed inspector
431 certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no
432 visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed
433 between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the
434 option within five (5) Business Days of receipt of the report to proceed with the purchase or declare this
435 Contract null and void.

Buyer Initial	<u>2</u>	Buyer Initial	<u>2</u>	Seller Initial	<u>RS</u>	Seller Initial	<u>SD</u>
Address	<u>11861, 11863 & 11825 Brown Dr</u>						v5.0

436 _____ 39. POST-CLOSING POSSESSION: Possession shall be delivered no later than 11:59 P.M.
 437 on the date that is _____ days after the date of Closing ("the Possession Date"). Seller shall be responsible
 438 for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession.
 439 Seller shall deposit in escrow at Closing with _____, [check one] one percent (1%) of the
 440 Purchase Price or the sum of \$ _____ to be paid by Escrowee as follows:
 441 (a) The sum of \$ _____ per day for use and occupancy from and including the day after
 442 Closing to and including the day of delivery of Possession, if on or before the Possession Date;
 443 (b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day
 444 after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate;
 445 and
 446 (c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 22
 447 have been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the
 448 possession escrow deposit referred to above. Nothing herein shall be deemed to create a
 449 Landlord/Tenant relationship between the Parties.

450 _____ 40. "AS IS" CONDITION: This Contract is for the sale and purchase of the Real Estate in its
 451 "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or
 452 guarantees with respect to the condition of the Real Estate have been made by Seller or Seller's Designated
 453 Agent other than those known defects, if any, disclosed by Seller. Buyer may conduct an inspection at
 454 Buyer's expense. In that event, Seller shall make the Real Estate available to Buyer's inspector at reasonable
 455 times. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by
 456 the acts or negligence of Buyer or any person performing any inspection. In the event the inspection reveals
 457 that the condition of the Real Estate is unacceptable to Buyer and Buyer so notifies Seller within five (5)
 458 Business Days after the Date of Acceptance, this Contract shall be null and void. Failure of Buyer to notify
 459 Seller or to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under
 460 this paragraph and this Contract shall remain in full force and effect. Buyer acknowledges that the
 461 provisions of Paragraph 10 and the warranty provisions of Paragraph 3 do not apply to this Contract.

462 _____ 41. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously
 463 consented to _____
 464 (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to
 465 Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

466 _____ 42. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the
 467 Real Estate by _____
 468 Buyer's Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's
 469 Specified Party does not approve of the Real Estate and Notice is given to Seller within the time specified,
 470 this Contract shall be null and void. If Notice is not served within the time specified, this provision shall be
 471 deemed waived by the Parties and this Contract shall remain in full force and effect.

472 _____ *RS* 43. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent upon
 473 the Parties entering into a separate written agreement consistent with the terms and conditions set forth
 474 herein, and with such additional terms as either Party may deem necessary, providing for one or more of the
 475 following: (check applicable boxes)

- 476 Articles of Agreement for Deed or Assumption of Seller's Mortgage Commercial/Investment
- 477 Purchase Money Mortgage Cooperative Apartment New Construction
- 478 Short Sale Tax-Deferred Exchange Vacant Land

478A. Seller is a Broker licensed in the State of ILLINOIS

Buyer will cooperate with Seller's 1031 Exchange

Buyer Initial	<i>2</i>	Buyer Initial	<i>3</i>	Seller Initial	<i>RS</i>	Seller Initial	<i>SD</i>
Address		<i>11861 11863 & 11865 Brown Dr</i>					

479 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND
 480 DELIVERED TO THE PARTIES OR THEIR AGENTS.

481 The Parties represent that the text of this form has not been altered and is identical to the official Multi-Board
 482 Residential Real Estate Contract 5.0.

483 Date of Offer JANUARY 25, 2013 DATE OF ACCEPTANCE January 18, 2013
 484 Buyer Signature [Signature] Seller Signature [Signature]
 485 Buyer Signature [Signature] Seller Signature [Signature]
 486 Buyer Signature [Signature] Seller Signature [Signature]
 487 Buyer Signature [Signature] Seller Signature [Signature]
 488 Buyer Signature [Signature] Seller Signature [Signature]
 489 Print Buyer(s) Name(s) [Required] THOMAS S. DATIARO Print Seller(s) Name(s) [Required] Robert & Patricia Sardiga
 490 Address 40 TIMBERLINE DRIVE Address 13182 Briar Patch
 491 City LEMONT State IL Zip 60439 City LEMONT State IL Zip 60439
 492 Phone 630-343-2348 E-mail _____ Phone 708-285-4455 E-mail _____

FOR INFORMATION ONLY

498 Buyer's Broker _____ MLS # _____ Seller's Broker _____ MLS # _____
 499 Buyer's Designated Agent _____ MLS # _____ Seller's Designated Agent _____ MLS # _____
 500 Phone _____ Fax _____ Phone _____ Fax _____
 501 E-mail _____ E-mail _____
 502 Buyer's Attorney _____ E-mail _____ Seller's Attorney _____ E-mail _____
 503 Phone _____ Fax _____ Phone _____ Fax _____
 504 Mortgage Company _____ Phone _____ Homeowner's/Condo Association (if any) _____ Phone _____
 505 Loan Officer _____ Phone/Fax _____ Management Co. / Other Contact _____ Phone _____

514 ©2009, Illinois Real Estate Lawyers Association. All rights reserved. Unauthorized duplication or alteration of this form or
 515 any portion thereof is prohibited. Official form available at www.irela.org (web site of Illinois Real Estate Lawyers
 516 Association).

Approved by the following organizations as of July 20, 2009
 Illinois Real Estate Lawyers Association · DuPage County Bar Association · Will County Bar Association
 Northwest Suburban Bar Association · Chicago Association of REALTORS®
 Mainstreet Organization of REALTORS® · Aurora-Tri County Association of REALTORS® · West Towns Board of REALTORS®
 REALTOR® Association of Northwest Chicagoland · REALTOR® Association of the Fox Valley
 Oak Park Area Association of REALTORS® · McHenry Association of REALTORS® · Three Rivers Association of REALTORS®
 North Shore-Barrington Association of REALTORS®

523 Seller Rejection: This offer was presented to Seller on _____, 20____ at ____:____ AM/PM
 524 and rejected on _____, 20____ at ____:____ AM/PM (Seller initials).

Buyer Initial [Signature] Buyer Initial [Signature] Seller Initial RS Seller Initial PS
 Address 11841, 11843 & 11845 BROWN DR v5.0

ADDENDUM TO MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 5.0

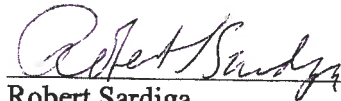
This Addendum to Multi-Board Residential Real Estate Contract 5.0 ("Contract"), is made by and between Robert and Patricia Sardiga ("Seller") and TK Behavioral, LLC, a Delaware limited liability company ("Buyer") for the real property commonly known as 11861, 11863, and 11865 Brown Drive, Lemont, Illinois 60439 (the "Real Estate").

1. Special Use. The purchase contemplated by the terms of the Contract is explicitly subject to the Buyer being granted special use approval for the Real Estate from the Village of Lemont allowing group living. If this special use is not granted, at any time before Closing, then Buyer shall have the right to cancel this transaction and the earnest money shall immediately be returned to the Buyer.

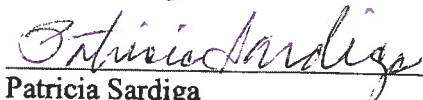
IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date below.

Dated: January 24, 2013

SELLER:



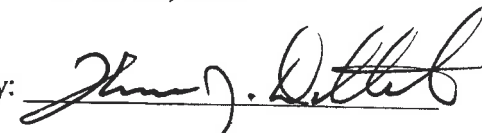
Robert Sardiga



Patricia Sardiga

BUYER:

TK Behavioral, LLC

By: 

Name: THOMAS J. DATTALO

Its: PRESIDENT



ILLINOIS ASSOCIATION OF REALTORS®
MOLD DISCLOSURE



Printed Name(s) of Seller(s) Robert & Patricia Sardiga
 Printed Name(s) of Buyer(s) TK Behavioral, LLC, Delaware Limited Liability Co
 Property Address 11861 Brown Dr, 11863 Brown Dr & 11865 Brown Dr
Lemont, IL 60439

1. **SELLER DISCLOSURE.** To the best of Seller's actual knowledge, Seller represents:
- a. The property described herein has has not been previously tested for molds, fungi, mildew and similar organisms ("molds");
- Note: If answer to a. is "has not," then skip b. and c. and go to Section #2.
 If answer to a. is "has," then complete b. and c.
- b. The molds found were were not identified as toxic or harmful molds;
- c. With regard to any molds that were found, measures were were not taken to remove those molds.

Buyers Initials

2. **MOLD INSPECTIONS.** Molds, fungi, mildew, and similar organisms may exist in the property of which the Seller is unaware and has no actual knowledge. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plan pots, or where there has been flooding. A professional home inspection may not disclose molds. Buyer may wish to obtain an inspection specifically for molds to more fully determine the condition of the Property and its environmental status. Neither Seller's agents nor Buyer's agents are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property condition.

3. **RECEIPT OF COPY.** Seller and Buyer has read this Mold Disclosure and by their signatures hereon acknowledge receipt of a copy thereof.

Seller: Robert S Sardiga Date: 1-18-2013
 Seller: Patricia Sardiga Date: 1-18-2013
 Buyer: [Signature] Date: 1/28/13
 Buyer: _____ Date: _____



DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (Initial each of the following which applies)

_____ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).

_____ (b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.

BRX (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.

BR (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (Initial each of the following which applies)

_____ (e) Purchaser has received copies of all information listed above.

_____ (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (Initial IF APPLICABLE)

_____ (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller <u>Rolt S. Smith</u>	Date <u>1-18-2013</u>
Seller <u>Batista Landis</u>	Date <u>1-18-2013</u>
Purchaser <u>John G. [Signature]</u>	Date <u>1/28/13</u>
Purchaser _____	Date _____
Agent <u>N/A</u>	Date _____
Agent <u>N/A</u>	Date _____

Property Address 11861 Brown Dr, 11863 Brown Dr City, State, Zip Code Lemont, IL 60439
2 11865 Brown Dr.



**Illinois Association of REALTORS®
RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT**



NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 11861 Brown Dr, 11863 Brown Dr d 11865 Brown Dr
 City, State & Zip Code: Lemont, IL 60439
 Seller's Name: Robert & Patricia Sardis

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of January 18, 2013, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | YES | NO | N/A | |
|--------------------------|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. I am aware of flooding or recurring leakage problems in the crawlspace or basement. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. I am aware of material defects in the basement or foundation (including cracks and bulges). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. I am aware of leaks or material defects in the roof, ceilings or chimney. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. I am aware of material defects in the walls or floors. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. I am aware of material defects in the electrical system. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8. I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 9. I am aware of material defects in the well or well equipment. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 10. I am aware of unsafe conditions in the drinking water. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 11. I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 12. I am aware of material defects in the fireplace or woodburning stove. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 13. I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 14. I am aware of unsafe concentrations of radon on the premises. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16. I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 18. I am aware of current infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 20. I am aware of underground fuel storage tanks on the property. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 21. I am aware of boundary or lot line disputes. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 22. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 23. I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

Check here if additional pages used: _____

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: Robert S Sardis Date: 1-18-2013
 Seller: Patricia A Sardis Date: 1-18-2013

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: [Signature] Date: 1/28/13 Time: 9:00 A.M.
 Prospective Buyer: _____ Date: _____ Time: _____

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 et seq.

Section 5: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

"Residential real property" means real property improved with not less than one nor more than four residential dwelling units; units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

"Seller" means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, "seller" shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

"Prospective buyer" means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 10. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. The provisions of the Act do not apply to the following:

- (1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.
- (2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgement, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgement or judicial deed issued pursuant to a foreclosure sale.
- (3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.
- (4) Transfers from one co-owner to one or more other co-owners.
- (5) Transfers pursuant to testate or intestate succession.
- (6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.
- (7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.
- (8) Transfers to or from any governmental entity.
- (9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller. (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to the Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure supplement. If prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35. Disclosure report form. The disclosures required of a seller by this Act, shall be made in the following form: [form on reverse side]

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of the Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

- 1) personal or facsimile delivery to the prospective buyer;
- 2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement, or
- 3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of the Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of the Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

Section 60. No action for violation of the Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

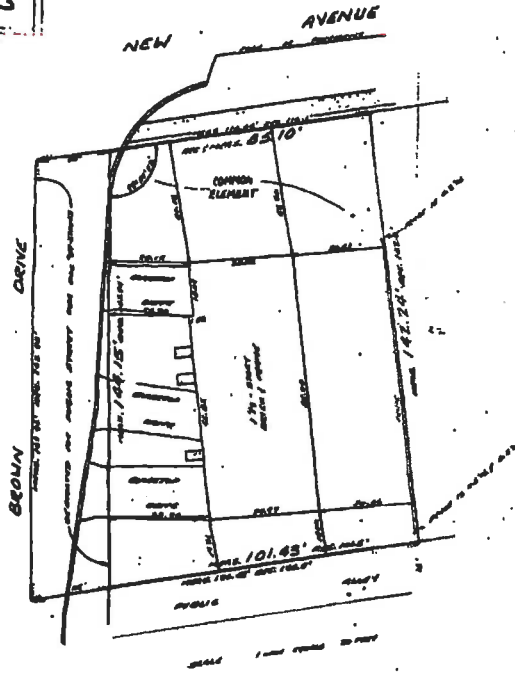
ATHENS SQUARE CONDOMINIUM

EXHIBIT A

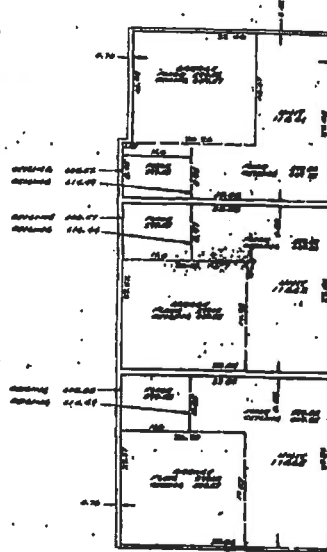
97570926

ALL THAT PART OF LOT 11 IN SECTION 1 OF CONSTANT SPRING ADDITION TO VILLAGE LEISURE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 14.80 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 14.80 ALONG SAID LOT LINE THENCE SOUTHERLY ALONG SAID LOT LINE TO THE NORTH CORNER OF SAID LOT; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 14.80 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF SAID LOT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT TO A POINT 84.00 FEET SOUTH POINT OF BEGINNING; THENCE NORTH 143.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING, ALL IN DEER COUNTY, OHIO.

Document
With This Plat



97570926



FIRST FLOOR

NOTES:

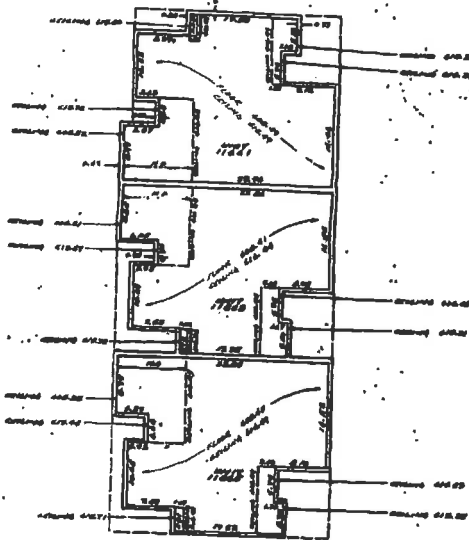
1. VERTICAL DISTANCES ARE MEASURED BETWEEN TOP OF WOOD FLOOR AND BOTTOM OF DRYWALL CEILING ON THE FIRST AND SECOND FLOORS, AND THE TOP OF THE CONCRETE FLOOR AND BOTTOM OF THE DRYWALL CEILING IN THE GARAGE.
2. HORIZONTAL DISTANCES ARE MEASURED BETWEEN INTERIOR DRYWALL SURFACES ON THE FIRST FLOOR, SECOND FLOOR AND IN THE GARAGE.
3. ELEVATIONS TOP OF IRON PIPE AT THE SOUTHEAST CORNER OF THIS PARCEL, ELEVATION = 866.37'

PREPARED: MARCH 10, 1997
 SCALE: 1 INCH EQUALS 20 FEET
 DRAWN BY: JAMES W. WILSON
 ORDER NO. 1

END OF RECORDED PLATS

COMPARE ALL POINTS BEFORE RECORDING AGAINST ORIGINAL SURVEY RECORDS FOR BOUNDARY LINES, ELEVATIONS AND OTHER DATA. REFER TO YOUR ABSTRACT, DEED, CONTRACTS AND OTHER RECORDS. NO WARRANTY SHALL BE GIVEN BY BLDG. RECORDS DEPT. SINCE THE DATE.

Area Survey Company
 11340 West 128th Street
 Grand View Plaza - 60402
 Phone (708) 240-7254 Fax (708) 240-7272



SECOND FLOOR

CITY OF CHICAGO
 COUNTY OF COOK

I, Thomas A. Good, a State Professional Land Surveyor, hereby certify that I have surveyed the above described ground and that the Plan is true and correct representation of said survey. All dimensions are given in feet and inches unless otherwise indicated by special notations.

Dated this 20th day of September, 2004

Thomas A. Good
 State Professional Land Surveyor No. 1234

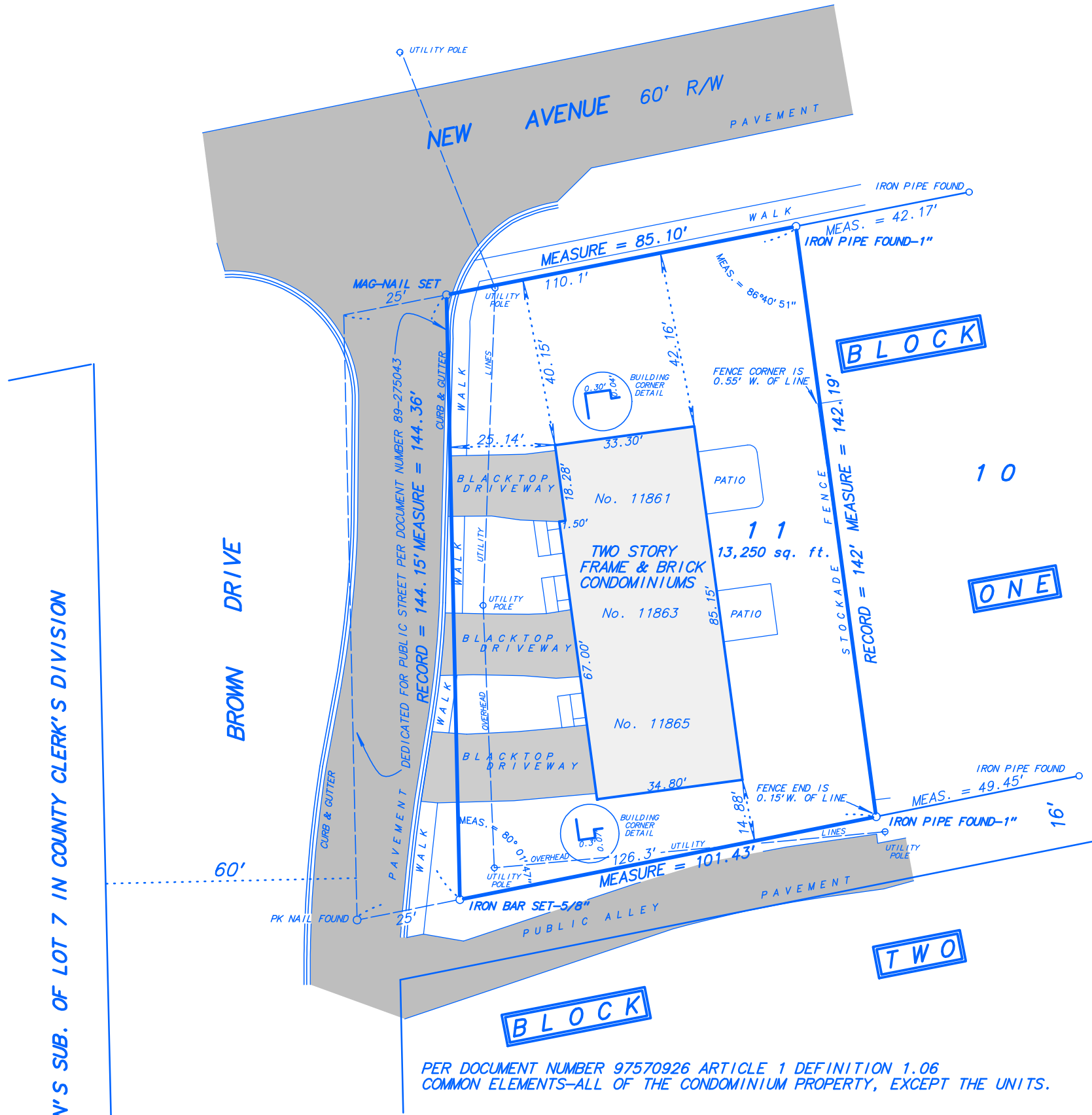
EXHIBIT 4G

PLAT OF SURVEY

OF

UNITS 11861, 11863 and 11865 together with its undivided percentage interest in the common elements in ATHENS SQUARE CONDOMINIUM as delineated and defined in the declaration recorded as Document Number 97570926, in Section 20, Township 37 North, range 11 East of the 3rd Principal Meridian, Village of Lemont, Cook County, Illinois.

Tax Identification Numbers: 22-20-305-059-1001
22-20-305-059-1002
22-20-305-059-1003



SCALE: 1 inch = 30 feet

ORDERED BY: T. Dattalo/Timberline Knolls

JOB NO.: 13007

Fieldwork completed and date of certification January 29, 2013

State of Wisconsin
County of Kenosha

I hereby certify that I have surveyed the above described property and the above plat is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements and roadways and visible encroachments, if any.

This survey is made for the exclusive use of the present owners of the property, and also those who purchase, mortgage, or guarantee the title thereto within one year from the date hereof.

Dated at Bassett, Wisconsin this _____ day of _____ 2013.

This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

Mark A. Bolender
Illinois Professional Land Surveyor 035-2785
License Expiration: November 30, 2014
Ambit Land Surveying - DPR License No. 184.002802
License Expiration: April 30, 2013

LOCKPORT

E NEW AVE

POVALISH CT

W DIVISION ST

E DIVISION ST

W CUSTER ST

RIDGE RD

E LOGAN ST

KETTERING LI

E EUREK

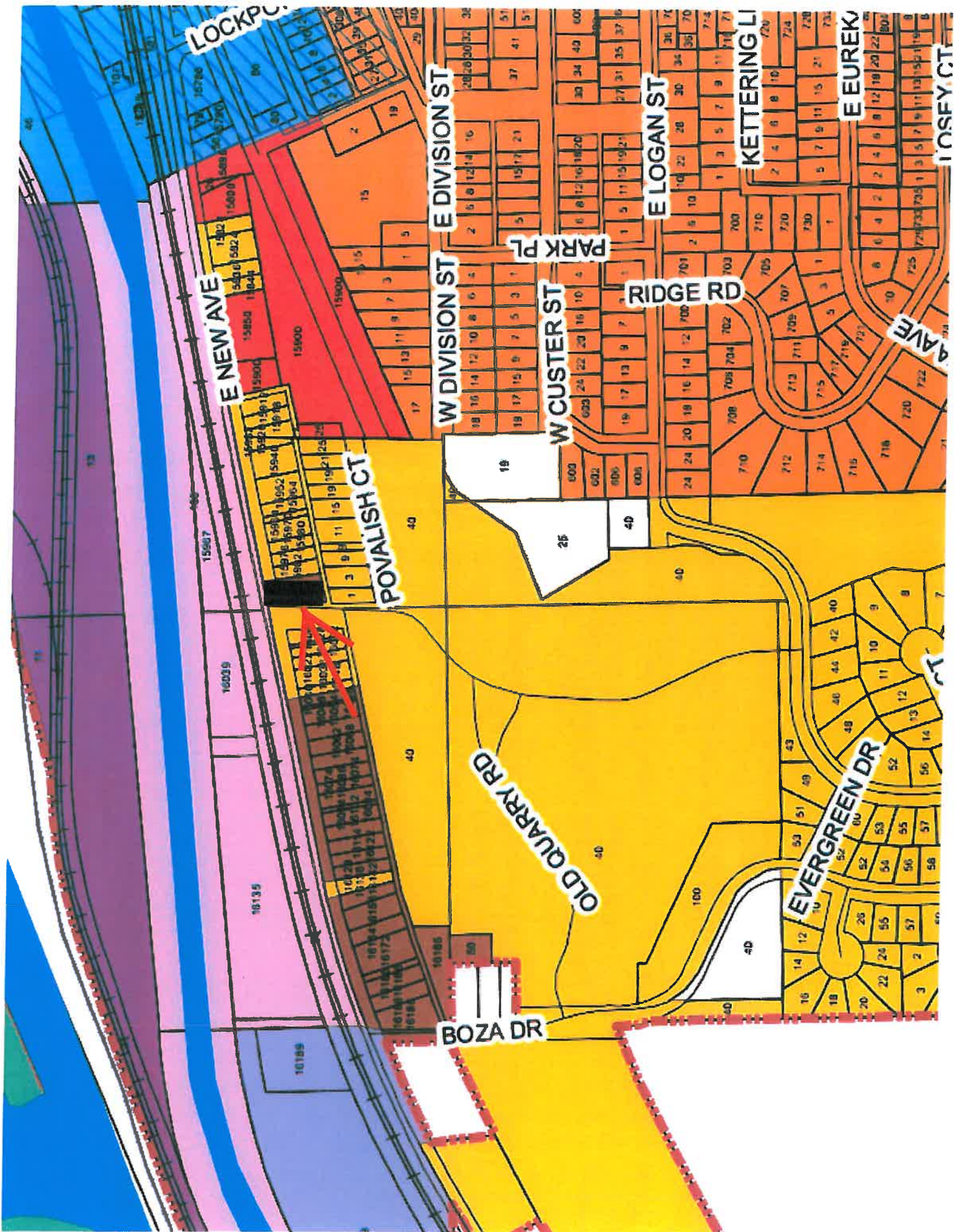
LOSEY CT

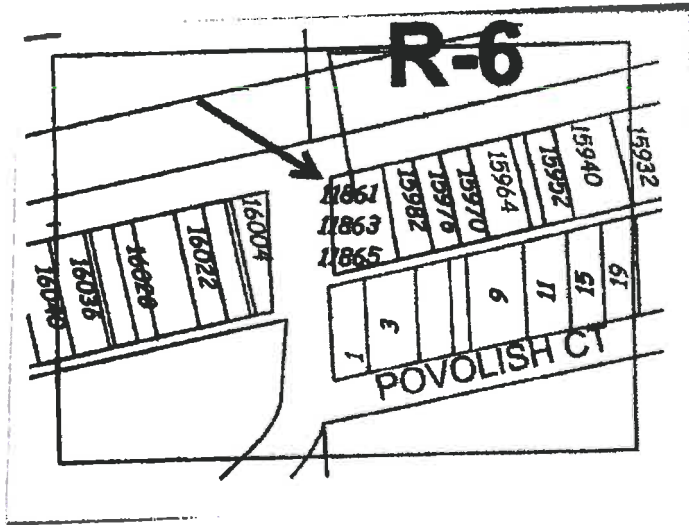
9 AVE

OLD QUARRY RD

EVERGREEN DR

BOZA DR









5

Special Use Criteria Worksheet

Unified Development Ordinance (UDO) Section 17.04.140.C establishes the criteria for approval of special use requests; no special use will be recommended by the Planning & Zoning Commission unless it meets the following criteria.

Please describe below how your variation request meets the criteria of UDO Section 17.04.140.C. Attach additional sheets if necessary.

UDO Section 17.04.140.C.1

The special use is deemed necessary for the public convenience at that location:

See no. 1 in attached addendum.

UDO Section 17.04.140.C.2

The special use is so designed, located and proposed to be operated that the public health, safety and welfare will be protected:

See no. 2 in attached addendum

UDO Section 17.04.140.C.3

The special use will not cause substantial injury to the value of other property in the neighborhood in which it is located:

See no. 3 in attached addendum.

UDO Section 17.04.140.C.4

The special use shall not create excessive demands on Village service or impair the ability of the Village to maintain the peace and provide adequate protection for its citizens:

See no. 4 in attached addendum.

UDO Section 17.04.140.C.5

The special use is consistent with the standards enumerated elsewhere in the UDO for the specific use, including but not limited to, planned unit developments:

See no. 5 in attached addendum.

UDO Section 17.04.140.C.6

The special use meets, as applicable, the standards for planned unit developments found in Chapter 17.08 of the UDO:

N/A.

EXHIBIT 5A

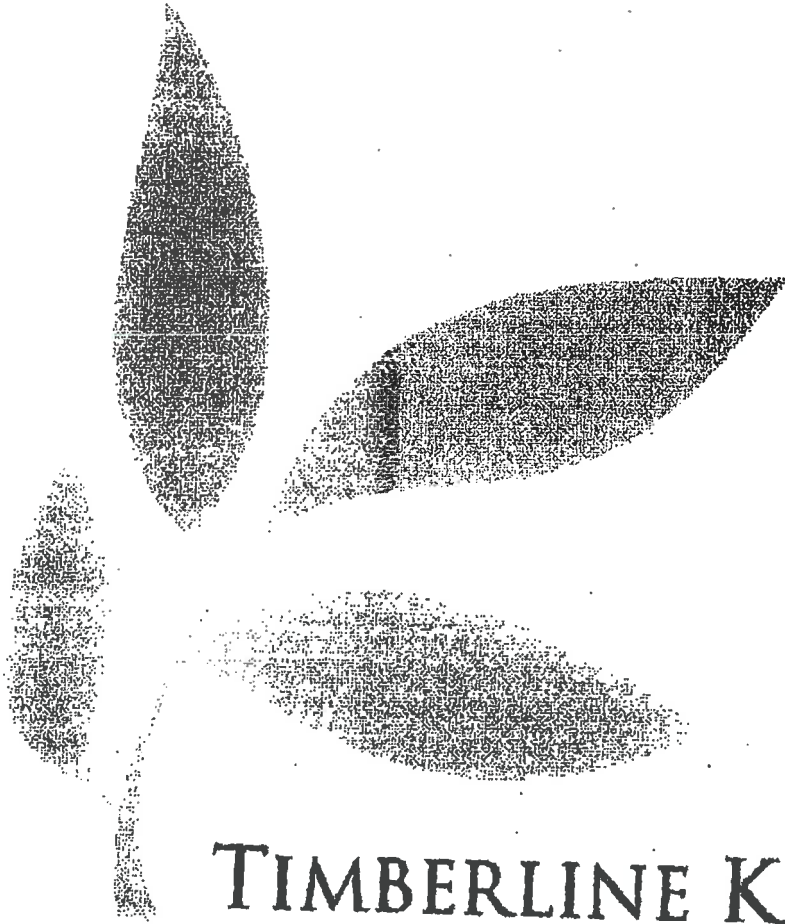
ADDENDUM TO SPECIAL USE CRITERIA WORKSHEET

1. The proposed special use is necessary for the public convenience at this location because there is a demonstrated need for this proposed group home next to Timberline Knolls, a residential treatment center (“Timberline”). Upon completion of programs at Timberline Knolls, residents continue with programs through continued residence in group homes such as Magnolia House located next door to this property at 1 Povalish Court before returning to their own homes. The availability of a group home next to Timberline Knolls helps for a smoother transition as absent this transition, there is a greater likelihood of relapse. At this time, Timberline Knolls has an approximately 8 week waiting list for Magnolia House, a comparable group home which waiting list should be alleviated with the approval of this group home. The Brown Drive Property would supplement the service provided at Timberline because residents who have completed an initial stay within the residential programs at Timberline could then move to the Brown Drive Property for continuation of their program, just as with Magnolia House. This proposed group home services residents of Lemont, the surrounding area and internationally and is for the public convenience of these members of our community. Further, these residents will be consumers in the Lemont area for various retail, food and shopping services which benefits the public convenience with sales taxes as well as an increase in local employment.
2. The special use will be designated, located and operated so that the public health, safety and welfare will be protected in the same way that the public health safety and welfare have been protected at Timberline and 1 Povalish Court. The proposed special use is substantially the same as the preexisting use. The Brown Drive Property is currently a multi-family condominium being rented to tenants. No changes are contemplated for the exterior of the building, other than normal upkeep. As the proposed special use is substantially the same as the preexisting use, there will be no negative impact on the public health, safety and welfare. There is ample parking available at the Brown Drive Property, however, residents are not expected to have cars. Ample staff and visitor parking also exists at the parking lots at Timberline, which is adjacent to the Brown Drive Property. A restriction of no on-street parking adjoining the Brown Drive Property should be part of an ordinance approving the proposed special use. Also, the residence will maintain the same rules and regulations as outlined in Ordinance No. 0-68-12 granting a special use to TK Behavioral, LLC, a wholly owned subsidiary of Acadia Healthcare, Inc., for Magnolia House. The rules and regulations which will be adopted for the Brown Drive Property are attached hereto as Exhibit 1.
3. The special use will not cause substantial injury to the value of other property in the neighborhood in which it is located for all of the reasons that Ordinance 0-68-12 regarding 1 Povalish Court was approved and because the Brown Drive Property will be an integral part of the Timberline and Magnolia House services and TK Behavioral, LLC, a wholly owned subsidiary of Acadia Healthcare, Inc., intends to leave the current residences at the Brown Drive Property intact. The proposed residential use is consistent with the current use of the Brown Drive Property, which is a multi-family rental condominium building. This residential property will be compatible with Magnolia House, which is adjacent. The subject property is

currently zoned R-6. Many of the lots within the immediate area are also zoned R-4 and R-6. Thus, the existing building fits within the overall character of the neighborhood, and would not cause substantial injury to the value of other property in the neighborhood in which it is located.

4. The special use will not create excessive demands on Village services or impair the ability of the Village to maintain the peace and provide adequate protection for its citizens for all of the reasons that the Ordinance 0-68-12 regarding 1 Povalish Court was approved and because Magnolia House has not been found to create excessive demands on Village services. The Brown Drive Property will be a continuation of the services provided at Magnolia House and, as set forth above, the same rules and regulations as outlined in Ordinance No. 0-68-12 will be adopted for residents at Brown Drive.
5. The special use is consistent with the standards enumerated elsewhere in the UDO for the specific use. The existing building, which will be converted to be used in the same way that Magnolia House is currently being used, is compatible with the surrounding character of the neighborhood and complies with the standards in the UDO, including the regulations under the R-6 District.

EXHIBIT 5A(1)



TIMBERLINE KNOLLS

Magnolia House Agreement

Resident Name: _____

MAGNOLIA HOUSE AGREEMENT

Magnolia House is a six-bed supportive living environment for adult females in recovery from an eating disorder, addiction and/or other mental health issues who benefit from daily support from others who are also in recovery in order to maintain abstinence. Magnolia House provides an environment that supports recovery through a positive peer support group and an alcohol and drug free environment. Residents develop individualized recovery plans related to their problems which include support services such as attendance at 12-Step meetings (Alcoholics Anonymous, Narcotics Anonymous, Overeaters Anonymous, Alanon, etc), individual therapy, group therapy, nutrition counseling, and medication management. At Magnolia House, women in recovery from addictions are strongly encouraged to live the principles of the 12-Step recovery program on a daily basis and maintain contact with their sponsors. Magnolia House encourages Residents to develop new living skills, interpersonal skills and coping skills necessary for a healthy and successful life.

Requirements for acceptance into Magnolia House include:

- Must have completed an initial 30 day stay within the Residential Program at Timberline Knolls
- Receive a recommendation by their treatment team and have an interview with the Program Coordinator or Director of Discharge Planning
- Have a strong desire to sustain their recovery in an independent living environment
- Commit to following the Magnolia Programming and the recommendations of their treatment team

COST OF STAY AT MAGNOLIA HOUSE

Each Resident will be charged \$25.00 per day for their stay at Magnolia House, payable in advance in thirty day increments. This charge is in addition to the regular charges for the Partial Program, which is billed separately. Any Residents staying less than 30 days will be refunded the daily rate for each unused day. Check out time at Magnolia House is at 12:00 noon. Should a Resident who has not checked out by 12:00 noon will be charged for an additional day. Should there be default in the payment of this charge, the Resident agrees to pay all costs of collection, including, but not limited to, collection fees, attorney fees and court costs.

RULES, EXPECTATIONS AND GUIDELINES

House rules help strengthen recovery by providing guidelines that provide a sense of responsibility and ownership for Residents. Cooperation and teamwork are necessary in order for the house to function effectively. In order to foster an environment of responsibility, accountability, shared purpose and mutual respect, Residents must abide by the following house rules.

Violation of any of the following rules listed below may result in dismissal from residency at Magnolia House.

- ✓ **Drinking alcohol or using narcotics in any form is prohibited.**
- ✓ **Bringing drugs, alcohol, narcotics or food to current residents is prohibited**
- ✓ **Disrespectful behavior, stealing and lying will be investigated and will be grounds for possible dismissal.**
- ✓ **Fighting, verbal and physical abuse or violent behavior is prohibited.**
- ✓ **Destruction of property is prohibited.**
- ✓ **Racial or sexual harassment is prohibited.**
- ✓ **Possession of knives, weapons, firearms or fireworks of any kind is prohibited.**
- ✓ **Being within the premises of a liquor servicing establishment i.e. bar/club**
- ✓ **Sexual contact with others on the premises is prohibited.**

- ✓ **Pornography**
- ✓ **Gambling**
- ✓ **Excessive noise that is disruptive to other Residents or neighbors**
- ✓ **Not Attendance at regularly scheduled programming, as assigned by your Primary Therapist, is required.**
- ✓ **When on TK grounds the "Lanyard " must be worn and visible at all times for Safety.**
- ✓ **Attending 12-Step meetings regularly and maintaining contact with a sponsor are required.**
- ✓ **Not reporting to TK staff any knowledge of these safety violations of others**

Resident Initials _____

Curfew

- Residents are expected to be home by 9:30 PM.

Resident Initials _____

Starting the day

- Residents will facilitate and attend their own Morning Reflections and Community groups and submit daily minutes to TK staff for review.

General Housekeeping Rules

- Magnolia House will be checked randomly 4 times per week to make sure things are clean
- Residents are expected to clean up after themselves.
- Residents are expected to clean their rooms daily
- Common living areas are to be free of clutter and personal items.
- Residents are expected to keep their bedrooms clean in a joint effort with their roommate. Rooms will be checked daily for the following:
 - Clothes put away in closets and drawers
 - Dirty clothes in the hamper
 - Toiletries and electrical items put away
 - Garbage properly disposed of daily in the provided outdoor receptacles.
- Residents are responsible for cleaning up their own dishes during the course of the day.
- Residents are responsible for doing their own laundry (including bed linens and towels) between the hours of 6am – midnight.
- Residents are responsible for finding someone to complete a chore when they are unable to.
- Residents are expected to do more thorough weekly cleaning on weekends including:
 - Vacuuming
 - Dusting
 - Thorough cleaning of bathrooms and the kitchen.

Magnolia House Program Schedule

- Residents are expected to follow the Magnolia House Program schedule and attend all 12 step meetings identified by their Primary Therapist.
- Residents are to be on time and prepared for all TK programming.
- Residents are allowed to return to Magnolia House at the identified free times only.
- Residents are able to attend only PHP programming as identified on the Magnolia House schedule.
- The following require Mandatory Attendance
 - Magnolia House Process Group
 - Lodge Process Groups

- Empowerment Group (if applicable)
- Meals/Snacks and Food and Feelings (if applicable)
- 12 Step Groups
- Core Groups
- Electives as applicable

Resident Initials _____

Outings and Off Campus Activities

- Residents are expected to attend all outings or off campus activities according to the Magnolia House PHP Schedule.
- During off program hours Residents may arrange their own outings and activities and are responsible for their own transportation.
- Residents are expected to be back by the 9:30 PM.

Resident Initials _____

Meals and Snacks

- Residents are to attend all meals and snacks according to their Individualized Magnolia House Schedule and participate in menu planning and Food and Feelings as appropriate.
- Night time snacks and weekend dinners are designated on your own. You have the option to gather snacks once a week on the identified day at the TK dining hall. Weekend dinners may be picked up at the TK dining hall and brought back to Magnolia. You may cook on your own or eat out.
- Residents are responsible to store, label and dispose of food properly while living at Magnolia.

Resident Initials _____

Property of the House

- Residents are not allowed to bring their own furniture into the house or to rearrange the furniture in the house.
- Residents are expected to close window coverings when dressing and at night.
- Residents are responsible financially for any property damage.
- Pets are not allowed in the house.
- Residents may not hang pictures or other objects on walls, doors or ceilings.
- Residents may utilize the personal creative wall boards for posting items of interest located above each bed.
- Residents are provided the following:
 - One set of bedding
 - One set of towels and wash cloths
 - The house is provided with basic cooking, dishes, glasses, silverware
 - One Television
 - One Telephone
 - Basic Cable
 - Internet access
- If any of the following is missing upon discharge Residents will be billed for the replacement.

Resident Initials _____

Keys

- Residents are responsible for their Magnolia House Keys at all times and should be kept on the lanyard around their necks when on campus.
- Residents will be charged a \$100.00 replacement fee for any Magnolia House key lost, stolen, or not turned in at discharge
- Residents will be charged a \$20.00 lock out fee, if safety is needed to let them into the residence.
- Immediate discharge will take place if a resident gives her Magnolia House key to any unauthorized person.

Resident Initials _____

Personal Property

- Personal property must be kept in each Resident's room.
- Personal cell phones are to be used at allowed/scheduled times and only at Magnolia House.
- Timberline Knolls is not responsible for the loss of any Resident's personal property. Residents are encouraged to leave any valuables at home (i.e. valuable jewelry, computers, i-pods, electronic games)
- In order to prevent the spread of infection, Residents are encouraged not to share personal items such as make-up, toothbrushes, toothpaste, shaving equipment, hair accessories, etc.
- Residents may not keep any items containing alcohol in the house such as mouthwash, astringents, or cold medications.
- Residents may not keep diet pills or laxatives in the house.
- Residents are expected to be considerate of others when using personal radios, computers or other electronic devices. Repeated failure to follow rules for an electronic device will result in removal of that device from the Resident's room.
- When on the Lodge Residents are expected to keep their personal property locked in the designated area identified by the lodge.

Resident Initials _____

Attire

- Residents are expected to wear clothing that covers them from shoulders to mid-thigh at all times.
- Shirts must cover the midriff.
- Any clothing exhibiting drugs, alcohol, or gang related materials and messages is not permitted.

Resident Initials _____

Personal Space / Privacy / Boundaries

- Residents are expected to respect other peers' rights to confidentiality and anonymity; this includes but is not limited to names, treatment information, etc.
- Residents are expected to be respectful toward others and act responsibly at all times.
- Residents may not have sexual contact with each other. Sexual relationships with other Residents may be grounds for immediate termination.

Resident Initials _____

Medication

- Only medications that are prescribed by a doctor are allowed on the premises.
- Residents are expected to maintain a current list of their medications.
- Residents are responsible for maintaining a supply of their own medication (one week) and self-administering their medications as prescribed.
- Distribution of medication to others may result in immediate expulsion from the program and could result in criminal charges.
- Medication should not be left out in open or unprotected areas and should be kept in the individual lock boxes that are provided.
- Benzodiazepines, stimulants, methadone, ambien and/or other opiates are not permitted with the exception of prescribed Suboxone.
- Medications containing alcohol are not permitted.
- Abuse of medication will be considered a relapse.

Resident Initials _____

Visitors

- Outside Visitors are not allowed in Magnolia ... Visiting should occur in the TK Dining Hall on weekends/scheduled holidays between 2:00 PM and 5:00 PM.

Resident Initials _____

Phone

- Residents are expected to use their cellular phones. A land line is available in the house for **Emergencies only**.
- Personal cell phones are not allowed to be brought into the PHP or in any of the Lodges/Buildings on Campus.
- One warning will be given and then appropriateness for Magnolia House will be re-evaluated.

Resident Initials _____

Computer Use

- For personal use only
- My not download anything to the computer
- Any illegal use of downloading (music, movies, programs, etc. through a site such as torrent) will result in immediate discharge.
- Use of computer for pornography or other non-recovery focused uses may result in discharge from Magnolia House

Resident Initials _____

Health and Safety Rules

- No smoking or chewing tobacco in the house. Smoking is only permitted in the designated area outside the house (back yard). Residents are expected to safely dispose of cigarettes in the cigarette receptacle and not leave cigarettes on the ground.
- Food and beverages must be consumed in the dining room and kitchen. Food is not allowed in the bedrooms.
- Residents must shut off all electrical equipment when they leave a room.

- Residents should report any non-emergency maintenance issues in the daily community meeting minutes. Any house emergencies requiring emergency attention such as gas leaks, fires, etc. should be reported to the fire department.
- The exterior doors should be kept locked after curfew or when all Residents go to bed.
- If any medical or psychiatric emergencies occur, call 911 or go to the nearest emergency room depending on the nature of the emergency.

Resident Initials _____

Grievances

- Residents are expected to attempt to resolve any conflicts appropriately with the individual or by seeking assistance from their peers within the group. If Residents are unable to resolve conflicts or have any other grievance, they are expected to notify their Primary Therapist.
- Residents must take responsibility to notify staff immediately if someone is drinking or using substances. A Resident's belongings may be searched if possession of prohibited substances is suspected.

Resident Initials _____

Discharges

- Residents are to leave by 12:00 PM on the day of their discharge from Magnolia House, unless other arrangements have been made and approved by the Program Coordinator.
- If you fail to return your Magnolia House Key to the Program Coordinator you will be fined \$100.00
- Residents are to completely follow the Discharge checklist when preparing to leave, failure to do so can result in monetary fines.
- Residents are encouraged to fill out the TK alumni information contact sheet to stay connected to the TK community.

Resident Initials _____

Entry by TK Staff at Magnolia House

Timberline Knolls, its agents, employees or servants, without the consent of Magnolia House Residents, at any time, upon reasonable notice under the circumstances, may enter and have free access to Magnolia House for reasons of health, safety; to confirm compliance by Magnolia House Residents of the provisions of this agreement, to make such alterations or repairs may see fit, or to tour at reasonable times potential Magnolia House candidates.

Resident Initials _____

Random and Suspicion Alcohol, Drug Testing and Weight Checks

All participants in the Magnolia House Partial Program are subject to and consent to the taking of random and suspicion based alcohol, drug testing, weight checks at the sole discretion of staff. A Resident's failure to take an alcohol, drug test, or weight check that is requested by any member of TK staff shall result in the immediate discharge of the Resident from TK's Partial Program and eviction from Magnolia House.

Resident Initials _____

Contact Info

I understand that the information I am providing below is accurate and understand that the Magnolia House Program Coordinator(s) or other members of Timberline Knolls may use it to contact me as needed. It is my responsibility to regularly check messages and respond in a timely manner.

Resident Initials _____

Cell Phone Number: _____

E-mail Address: _____

Any and all rules and guidelines outline in the Resident handbook still apply and are expected to be followed. TK also reserves the right to alter the TK Partial Program Agreement or TK Resident Handbook at anytime without notice.

Violation to anything outlined in the Rules and Regulation may lead to immediate eviction from Magnolia House and discharge from TK's Partial program. All infractions will be reviewed by the TK Program Coordinator in collaboration with the Administrative and Clinical Team.

Resident Initials _____



I voluntarily agree to be admitted into the PHP of Timberline Knolls and accept the personal responsibilities of living independently outside of the PHP programming in the Magnolia House.

This includes but is not limited to Timberline Knolls not being responsible or liable for:

- Personal items lost or stolen
- Transportation outside of the PHP daily scheduled programming
- Personal activities/behavior outside of the PHP daily scheduled programming
- Dispensing of personal medication

I have read this document and agree to abide by the rules, guidelines and expectations required of me during my stay at Magnolia House. I understand that failure to comply with the rules and expectations at Magnolia House may result in my being dismissed from housing at Magnolia or continued treatment at Timberline Knolls.

I also understand and agree that I am responsible for the consequences of my own behavior. Timberline Knolls/Magnolia House/Employees are not responsible for any injury I sustain, or harm I cause to others when I am not following the rules or not on the premises.

By entering Timberline Knolls Magnolia House Partial Program you agree to actively participate in your treatment. In the event you wish to be discharged, we expect you to follow normal discharge procedures. However, should you decide to leave Timberline Knolls against our advice and on your own, you agree that Timberline Knolls is not responsible for any injuries you may incur to yourself or damages you create as a result of leaving. This includes physical or any other types of injury sustained by Residents who attempt to leave the premises without permission or before formal discharge. Both You the Resident and/or its legal guardian agree to hold harmless, waive from liability, defend and indemnify TK from any action whatsoever, by either the resident or on the resident's behalf or a third-party asserting damages arising from the resident's exit or attempt to exit the TK premises without permission or formal discharge.

Resident Name (printed) _____

Resident Signature: _____ Date: _____

Program Coordinator Name (printed) _____

Program Coordinator Signature _____ Date: _____

6

January 24, 2013


APPLICANT AUTHORIZATION

To whom it may concern:

TK Behavioral, LLC, a wholly owned subsidiary of Acadia Healthcare, Inc., the applicant for the attached Application for Special Use for the properties located at 11861 Brown Drive, Lemont, Illinois, 11863 Brown Drive, Lemont, Illinois and 11865 Brown Drive, Lemont, Illinois (the "Properties"), hereby authorizes Timberline Knolls' Administrator Tom Dattalo ("Dattalo") and its attorneys Boodell & Domanskis, LLC (its "Attorneys"), on its behalf, to file this special use application with the Planning and Economic Development Department, Village of Lemont, with regard to the Properties.

Applicant also authorizes its Attorneys, on its behalf, to receive and send any correspondences relating to the special use application, including written notice to property owners within 250 feet of the Properties.

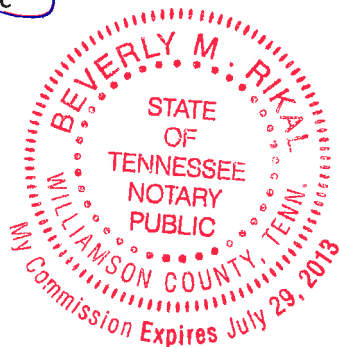
TK Behavioral, LLC, a wholly-owned
subsidiary of Acadia Healthcare Company, Inc.

By: 
Name: RON FINCHER
Its: COO

SUBSCRIBED and SWORN to before me

This 25th day of January 2013


Notary Public





Village of Lemont
Planning & Economic Development Department

418 Main Street · Lemont, Illinois 60439
phone 630-257-1595 · fax 630-257-1598

TO: Planning & Zoning Commission #16-13
FROM: Charity Jones, Village Planner
THRU: James A. Brown, Planning & Economic Development Director
SUBJECT: Comprehensive Plan Update – Economic Development
DATE: February 14, 2013

SUMMARY

Attached is a draft comprehensive plan economic development element. The element is rooted in the findings of the Lemont Target Industries Report, which was presented to the PZC in July and August 2012. The draft element is presented for review and comment.

ATTACHMENTS

1. DRAFT Lemont2030 Economic Development Element

Economic Prosperity Element

VISION

In 2030, Lemont will have a thriving business community with few vacant commercial buildings. Downtown Lemont will be characterized by round the clock activity. Lemont will be a desired destination for visitors from outside the community.

GUIDING PRINCIPLES

1. Lemont residents will have adequate choices within the community to meet most of their retail shopping needs.
2. The Village will be known for being business friendly. Village codes and permitting processes will strike an appropriate balance between facilitating development and protecting public health and safety.
3. “Shop Lemont First” will be the ethic of government agencies, local businesses and residents.
4. The Village will have an aggressive approach to business attraction and retention.
5. More residents will have the opportunity to work within Lemont.
6. The downtown, the I&M Canal, and the Heritage Quarries Recreation Area will be attractive destinations for residents and visitors.
7. The Village, along with other partners like the Chamber of Commerce, will actively promote Lemont as a destination for visitors.

INTRODUCTION

In many ways, any local community’s economy is a reflection of larger regional, national, and international trends, driven by forces far beyond the control of a local municipal government. Lemont, like the region and the nation, does not have the same level of manufacturing activity and the accompanying manufacturing jobs that it once had. The health care industry has grown locally and nationally as a reflection of the increasingly complex nature of health care and the aging population in the United States. Regionally and locally there has been limited total job growth over the last ten years.¹

Although all local economies are pushed and pulled by larger trends, each place has its own unique assets and challenges. While Lemont is in one of the most educated metropolitan areas in the country, Lemont’s residents and local workforce have higher rates of educational attainment than the Chicago region (38.7% of population 25 and over with a bachelor’s degree or higher vs. 34% for the region).² Although Lemont is located within the second most populous county in the country, we are unique in

¹ US Census Bureau, Longitudinal Employer-Household Dynamics (LEHD) Program, <http://onthemap.ces.census.gov/>

² Chicago ranks 45th among all 374 Census Bureau Census Metropolitan Statistical Areas for the number of people age 25 or older with a bachelor’s degree or higher. U.S. Census Bureau, 2010 Census.

that we still have hundreds of acres of land available for new residential or commercial development within Lemont township.³ Many of Lemont's neighbors like Woodridge and Darien, were not developed until the 1950's -60's; Lemont's origins go back to the 1830's. Our neighbors do not face the same challenges of replacing and updating aging infrastructure as Lemont.⁴

How do we take advantage of our unique assets and overcome our unique challenges to reach our vision for economic prosperity? This plan suggests an ongoing, comprehensive economic development effort focusing on: (1) specific industries that are likely to be attracted to Lemont's unique strengths; and (2) key areas in and around Lemont with the highest potential for current and future economic activity.

TARGET INDUSTRIES

Target Industries are industries or groups of industries that are compatible with our community vision and are likely to choose to locate, remain, or grow in Lemont because of our economic, geographic, or other comparative advantages. The practice of targeting has become increasingly commonplace among local governments and regional economic development organizations, as agencies seek ways to make the most efficient use of limited resources.⁵

In preparation of this comprehensive plan, a Target Industries Report was created based on a careful examination of Lemont's competitive position in the marketplace, its assets and its liabilities.⁶ The report examines each of the 20 North American Industrial Classification System (NAICS) industry sectors. Each industry sector was evaluated on the following quantitative factors: whether the sector is experiencing positive national, regional and local employment trends; whether regional economic development agencies are targeting the sector for future growth; whether there is a relative concentration of local employment in the sector when compared to the Chicago metropolitan region and the state; whether local jobs the sector represents a significant portion of total local employment; and whether local resident employment in the sector represents a significant portion of total resident jobs. Each sector was also evaluated on two qualitative factors: whether the sector aligns with the Lemont 2030 vision and whether the sector is compatible with Lemont's unique strengths, weaknesses, opportunities and threats.

The Target Industries Report ultimately identifies six industry sectors toward which the Village should concentrate its economic development efforts. Four sectors are identified as growth targets, while two sectors are identified as preservation targets. The growth targets include: Health Care and Social Assistance (NAICS 62); Retail Trade (NAICS 44-45); Professional, Scientific and Technical services (NAICS 54); and Arts, Entertainment and Recreation (NAICS 71). The preservation targets are Manufacturing (NAICS 31-33) and Transportation and Warehousing (NAICS 48-49).

Based on the findings of the Target Industries Report, Lemont should seek to increase the proportion of growth target industry sectors in the local economy. Preservation target industry sectors are those which are not expected to increase as a percent of the total local economy, but are still vital components of the local economy. The Village should seek retention and expansion of existing businesses and limited attraction of new businesses in these industry sectors. The target industry sectors contained within the Target Industries Report should take priority as the Village considers implementation of the Comprehensive Plan recommendations.

³ U.S. Census Bureau, 2010 Census.

⁴ Village of Woodridge incorporated in 1959; City of Darien incorporated 1969.

⁵ Swager, R. J. "The Targeting Study in Economic Development Practice." *Economic Development Review*, Vol. 5, Issue 2 (1987): 56-60.

⁶ Lemont Target Industries Report, 2012 - [Insert web address where target industries report can be accessed](#)

Below is a summary of each growth target industry sector, including a synopsis of national trends, regional efforts to target these sectors, and Lemont's competitive position.

Health Care & Social Assistance

The Health Care and Social Assistance sector (NAICS 62) is comprised of establishments providing health care and social assistance for individuals. Examples of businesses in this sector are: doctor's offices, hospitals, mental health treatment facilities, home health care services, medical laboratories, nursing homes, and day care centers. The Health Care and Social Assistance sector has been and continues to be a growing component of the U.S. economy. From 2010 to 2020, it is projected to add more jobs than any other sector in the U.S. economy.⁷ The Chicago Metropolitan Agency for Planning (CMAP) reports that this sector is a major source of employment in the region and continues to grow, but that the region as a whole does not exhibit a high concentration of health care industries.⁸ This lack of concentration indicates that at the regional level, industries in the health care and social assistance sector are servicing local needs (i.e. they are not bringing new dollars into the region). Although pursuit of the health care and social assistance sector may not be a strategic opportunity for the region, the same is not true for Lemont. Lemont shows strong concentration within the health care and social assistance sector when compared to both the Chicago region and Illinois.⁹ Lemont has important locational advantages for the development of health care industry businesses. It is located nearly equidistant from two new hospital campuses. Adventist Bolingbrook Hospital in Bolingbrook is approximately seven and a half miles (10 minute drive time) from Lemont's 127th Street interchange onto I-355 and Silver Cross Hospital in New Lenox is nine and a half miles (12 minute drive time) from the same point. These facilities represent major expansions of health care services in the southwest suburbs. Lemont would make an attractive location for health care industry businesses that seek close, but not immediate, proximity to hospital facilities.

Retail Trade

The Retail Trade sector is comprised of establishments engaged in retailing merchandise and rendering services incidental to the sale of merchandise. Although not growing at as fast a rate as other sectors, the retail sector is a large and growing component of the national economy. In fact, retail employment growth from 2010 to 2020 is projected to be outpaced only by employment growth in the construction sector.¹⁰

Despite this large projected growth, the regional planning organizations do not target the retail sector. At a regional scale, new retail development often draws customers from existing retail developments; economic activity is simply redistributed within the region. At the local level, however, retail does attract dollars from outside the local economy. For Lemont, retail development fits the Village's economic vision and can generate positive economic impact for the local community through increased sales tax revenue. The Village receives 1% of sales tax collected on retail sales. Although this is a small portion of the overall sales tax collected on an individual purchase, it is an important source of revenue for the Village's budget. Sales tax accounted for 14.3% of all Village revenue collected in FY 2011 and was the highest single source of revenue, second only to property tax.¹¹

⁷ United States Bureau of Labor Statistics, Employment Projections 2010-2020, USDL-12-0160, released February 01, 2012

⁸ CMAP Industry Clusters Technical Report, p.10

⁹ Significant Location quotients (>1.25) revealed using Census On the Map data, smaller LQs shown using ILDES datasets

¹⁰ United States Bureau of Labor Statistics, Employment Projections 2010-2020, USDL-12-0160, released February 01, 2012

¹¹ Village of Lemont 2011 Comprehensive Annual Financial Report, p.9

Lemont faces challenges in attracting retail development. Cook County's higher commercial property tax and sales tax are perceived as a disincentive for retail investment in border communities like Lemont. Additionally, national and franchise retailers often require a minimum number of households and/or daytime population within a certain radius to consider developing on a site. The fact that Lemont is bordered by thousands of acres of forest preserve and large industrial sites means that the Village has to rely primarily on Lemont's local population to meet those minimum requirements. Lemont's relative isolation is uncommon among suburban communities and creates a challenge to attracting national retailers.

Despite these challenges, Lemont also has characteristics that are assets to retail development. Attractive retail centers are distributed throughout the community. Several strategic sites in and near the downtown are opportunities for redevelopment. The community has both infill and greenfield sites to accommodate significant residential growth, and many of the current households enjoy high disposable income. Since retail is such an important source of local tax revenue and an important part of the 2030 vision, the Village should build on its assets, strive to overcome its challenges and increase the retail sector as a proportion of the local economy.

Professional, Scientific, and Technical Services

The Professional, Scientific, and Technical Services sector is comprised of establishments that specialize in performing professional, scientific, and technical activities for others. These activities require a high degree of expertise and training. Examples include: legal advice and representation; accounting; architectural, engineering, and specialized design services; computer services; consulting services; advertising services; photographic services; veterinary services; etc.

The Professional, Scientific and Technical Services sector is projected to add employment at a rate twice that of the total national economy from 2010 to 2020.¹² CMAP and Choose DuPage target only industries within the professional, scientific, and technical services sector that are related to their larger cluster targets such as energy or printing and publishing. The Will County Center for Economic Development (Will CED) targets the entire professional and business services supersector, which includes two other sectors in addition to the professional, scientific, and technical services sector.

Lemont's current local employment does not show any concentration of jobs within the professional, scientific, and technical services sector. However, 7.7% of working residents of Lemont are employed in this sector.¹³ Jobs in the professional, scientific and technical services sector often require advanced degrees, and residents of Lemont are well suited to fill these positions.¹⁴ Businesses in this sector are often small. The Census Bureau's 2009 Nonemployer statistics reveal that approximately 14% of all businesses with no paid employees (e.g. individual proprietorships, partnerships, etc.) are in the professional, scientific, and technical services sector. Nonemployer establishments are often well suited for home occupations; Lemont's desirability for homeowners in the professional, scientific and technical services sector makes it an attractive location for home occupations in this sector. Additionally, Lemont offers small, affordable office space that suits this sector's primarily small business needs. Many businesses in this sector, e.g. law practices, accounting firms, rely on nearby population for their customer base. Although Lemont does not offer high concentrations of businesses and residents for

¹² www.bls.gov, accessed 06/15/12

¹³ US Census Bureau, Longitudinal Employer-Household Dynamics (LEHD) Program, <http://onthemap.ces.census.gov/>

¹⁴ U.S. Census Bureau, 2010 Census, ACS 1-yr estimates, ACS 5-yr estimates

these businesses to serve, it is well situated among a diverse set of communities that together could supply a sufficient customer base. Lemont also provides a unique and attractive destination for client visits. Lemont may not be a prime location for a business that relies on very near local population, like an accountant's office, but may be an excellent location for a business with a somewhat larger service area, like an advertising agency.

Arts, Entertainment, and Recreation

The Arts, Entertainment, and Recreation sector includes a wide range of establishments that operate facilities or provide services to meet varied cultural, entertainment, and recreational interests of their patrons. This sector comprises: (1) establishments that are involved in producing, promoting, or participating in live performances, events, or exhibits intended for public viewing; (2) establishments that preserve and exhibit objects and sites of historical, cultural, or educational interest; and (3) establishments that operate facilities or provide services that enable patrons to participate in recreational activities or pursue amusement, hobby, and leisure-time interests.

Employment in the arts, entertainment, and recreation sector is projected to grow slightly faster than the total economy from 2010 to 2010 (1.7 percent vs. 1.3 percent annual growth).¹⁵ World Business Chicago is the only other regional entity seeking to target the tourism and entertainment industry. Although Chicago does not show a strong concentration of employment in this sector when compared to the nation, tourism and entertainment are significant components of the city's economy. Lemont does show a strong concentration of employment in the arts, entertainment and recreation sector when compared to the Chicago region and the state. In 2010, 520 jobs, or 8.4% of all jobs in Lemont, were in this sector.¹⁶ The many outdoor recreational amenities in and near Lemont support its position as a potential center for recreation-based businesses. Additionally, Lemont has a long history of community engagement in the arts, including public art projects, local art galleries, and a recently approved small performing arts center.

Limitations

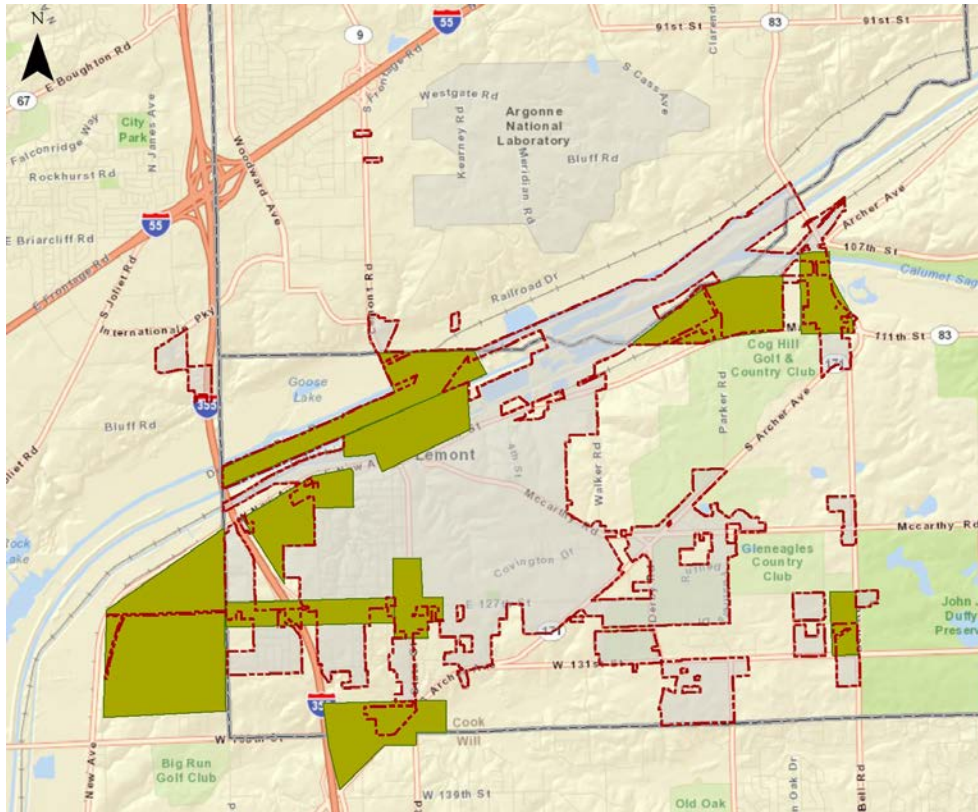
As noted, the Target Industries Report is based on an evaluation of NAICS industry sectors. Industry sectors can include several industry groups, called subsectors, which in turn each contain individual industries. For example, NAICS Sector 62 Health Care and Social Assistance includes four subsectors: Ambulatory Health Care Services, Hospitals, Nursing and Residential Care Facilities, and Social Assistance. Within these subsectors are industries such as: physician's offices, medical and diagnostic laboratories, hospitals, and nursing care facilities. Where possible, the Target Industries Report provides recommendations for more detailed targeting within a sector. For example, it recommends the Village focus retail attraction efforts on convenience retail uses with a trade area of approximately seven minutes. However, detailed targeting recommendations are difficult because of a lack of available data at the local level. Because Lemont is a small community, Census and other data providers do not make detailed business and industry data available. In part, this is to protect the privacy of the individual business establishments reporting the data. It is also because of the administrative burden associated with providing data at the local level. However, the foundation for Lemont to achieve its economic vision is a strong understanding of our local economy. Therefore, local data collection on land, buildings, and businesses should be a priority as the Village considers implementation of the Comprehensive Plan recommendations.

¹⁵ www.bls.gov, accessed 06/15/12

¹⁶ US Census Bureau, Longitudinal Employer-Household Dynamics (LEHD) Program, <http://onthemap.ces.census.gov/>

ECONOMIC ACTIVITY CENTERS

The Target Industries Report identifies ten locations within the Village or its planning area as economic activity centers. Economic activity centers are existing or potential future hubs of business activity; they are not intended to represent the locations of all commercial activity within the Village, but rather those areas where there already are or may in the future be significant concentrations of economic activity. These economic activity centers are the locations where the Village's targeted industries are already located or may be located in the future. The map below shows the economic activity centers in green; the Village boundary is illustrated as a red dashed line and the grey dashed line is the county boundary.



The following matrix joins the target industries to Lemont's economic activity centers. Cells shaded in green indicate that a given target industry is appropriate for a given activity center. These recommended locations should be considered in future annexation, planning and economic development efforts.

Target Industries						
Economic Activity Areas	Growth Targets				Preservation Targets	
	Health Care	Retail	Professional, Scientific & Tech. Ass't.	Arts, Ent. & Recreation	Manufacturing	Transportation & Wholesale
Downtown						
Sanitary & Ship Canal						
Citgo						
Timberline						
W. 127 th Street						
State & 127 th						
Archer / I-355						
Bell Road						
Maley Road						
Route 83						

INDICATORS/TARGETS

- The ratio of local employment to population will be increased.
- Overall retail sales trends will be equal to or above the average of an index of retail sales trends for similar communities.
- Local employment within growth target industries will account for a larger proportion of total local employment.
- Annexation and development/redevelopment of at least half of Lemont's economic activity centers.

RECOMMENDATIONS

To achieve the Village's vision for economic prosperity and to increase the proportion of target industry activity in Lemont, the Village should focus its economic development efforts on the following goals.

Develop Lemont's "Product" Just as the Chicago region competes with other regions in the country to attract businesses, residents, and visitors, Lemont competes with other communities for such resources. To enhance our competitive advantage, Lemont should create both a physical and a policy environment that supports economic growth. The Village's physical environment includes the appearance of commercial districts, the gateways into our community, and other physical attributes that are key to making a good impression on visitors and residents, including visitors who might consider opening or expanding a business in Lemont. The Village's policy environment includes zoning and building regulations, Village procedures, policies regarding incentives, and other non-physical considerations that are equally important to businesses seeking to open or expand in Lemont.

Branding While the Village is making tangible physical and policy changes to support growth, it should simultaneously pursue an effort to identify the Village’s brand and promote that brand through a comprehensive and ongoing brand strategy. Branding and marketing help a community distinguish itself from other communities and help the region develop a sense of the community’s identity. Branding has become increasingly important for cities, as they compete against one another for residents, businesses, and visitors. “This competitive environment is a reality of our times, and how a city stakes out and communicates its distinctive place within it largely decides which cities succeed and which falter in the race for economic prosperity. To this end, places are just like companies: those with a strong brand find it much easier to sell their products and services and attract people and investment.”¹⁷

Although branding is often thought to be simply a logo or a tagline, logos and taglines are marketing tools used to implement a brand strategy. CEOs for Cities describes branding efforts as, “anchored in a community’s societal, political or economic objectives ... identifying the core promise that it makes to key audiences, and developing and consistently communicating the core, positive attributes of the place. Whether a place is looking to rebuild, enhance or reinvigorate its image, the first step is a comprehensive brand strategy.”¹⁸

Develop Downtown as a Destination for Residents and Visitors As Lemont’s historic core and a key area of commercial activity, additional efforts should be dedicated to develop downtown’s assets. The continued vitality of downtown was a key priority expressed during the public visioning process. Additionally, downtown represents an area of significant prior investment by the Village. From 1999 to 2010 in the downtown TIF district, over \$5.4 million of TIF funding has been spent on public infrastructure improvements, and nearly \$1 million has been spent on marketing, façade grants, and other improvement efforts.¹⁹ Significant private investment has also taken place during this time period, the most obvious of which is the 82-unit Front Street Lofts condominium project. But many smaller, yet substantial other private investments have been made to update and restore the many smaller and often historic buildings downtown. Over \$250,000 in private funds has been spent just by participants in the downtown façade and site improvement grant program. For all of these reasons, downtown warrants dedicated economic development efforts. Both physical improvements and policy changes will help Lemont realize its vision for downtown by 2030.

Develop and Implement a Business Retention & Expansion Program The Village currently does not have a formal business retention and expansion program. Establishing such a program, with a designated staff coordinator, is an important step toward achieving our economic vision. Generally, it is less expensive for a community to retain and grow its existing businesses than to attract new businesses. Also, business retention and expansion efforts honor the prior investment made by local businesses. Central to any business retention and expansion program is annual surveys of local businesses. Surveys serve three functions. The surveys help collect important information that otherwise may not be available at the local level, or may not be available at the necessary level of detail. Surveys help build rapport between the business community and the economic development team conducting the surveys; they are a way to show businesses that the Village values their input. Finally, surveys help identify mid and long-term issues facing local businesses and provide an opportunity for the Village to assist the businesses with these issues. For example, a survey may reveal that an owner of a successful local business wants to retire; with that knowledge, the Village can assist the owner in succession planning and/or marketing the business for sale. Although annual business surveys should

¹⁷ CEOs for Cities, Branding Your City, p.2

¹⁸ CEOs for Cities, Branding Your City, p.3

¹⁹ Downtown TIF District Annual Reports FYE 2000 to FYE 2010

be the Village’s first step, a successful business retention and expansion program should include other initiatives and services to support existing businesses, particularly those within Lemont’s targeted industry sectors.

Develop and Implement a Business Attraction Program While expansion of existing businesses will provide new economic growth, new businesses are also needed. New businesses will help expand the local tax base and add to the variety of locally available goods and services. Through straightforward strategies, like maintaining a complete inventory of commercial and industrial property in the Village, the Village can help match new or growing businesses in our targeted industry sectors to opportunities for development in Lemont.

IMPLEMENTATION ACTION AREAS

Implementation Action Area 1: Develop Lemont’s “Product” – Physical & Policy Improvements

<p>Develop inviting gateways into Lemont</p> <p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>Gateways are key intersections/corridors that represent major points of entry into a community. Ensuring that these points are attractive is key to creating a positive first impression of Lemont for visitors. The Village should enhance our gateways through streetscaping, signage, and other physical improvements. Private development at gateways should reinforce the public improvements and further enhance the aesthetics of the areas.</p>
<p>Allow amendments to Planned Unit Developments for infill commercial development</p> <p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>Many of the Village’s shopping centers and other commercial developments were approved as planned unit developments. As such, many of the sites are restricted to specific site designs and/or parking ratios. Often the PUDs require more parking than recommended by current Village standards or best planning practices. On these sites, PUD amendments should generally be granted to incorporate additional commercial buildings.</p>
<p>Create master plans for Lemont’s economic activity centers</p> <p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>Each site has its own unique assets and challenges. For those centers which are undeveloped, or require significant redevelopment to become a hub of economic activity, master development (aka sub area) plans should be developed. In addition to land use and design considerations, these plans should address infrastructure capacity and economic feasibility of any plan proposals.</p>
<p>Annex economic activity centers that are not already within the Village</p> <p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>Many of the economic activity centers that are key to the Village’s future economic growth are not currently within Village limits. Annexation of these areas is an important first step to add the necessary acreage for new commercial development.</p>
<p>Vigorously enforce existing property maintenance codes and pursue additional</p>	<p>Attractive commercial districts are key to creating a positive impression for shoppers; unattractive districts are unlikely to be successful. The Village should prioritize enforcement of property maintenance in</p>

<p>codes as needed</p> <p>Lead Implementer(s): Planning & Economic Development Dept., Code Enforcement</p>	<p>commercial districts, including the noncommercial properties located within or adjacent to those districts.</p>
<p>Establish a community-wide façade and site improvement program</p> <p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>The downtown façade and site improvement grant has been widely successful in helping business and property owners make needed improvements to downtown buildings and businesses. A similar program could encourage reinvestment in older commercial properties throughout the community. The program could be structured as a grant or low interest loan.</p>
<p>Create a “white elephant” ordinance</p> <p>Lead Implementer(s): Planning & Economic Development Dept., Village Attorney</p>	<p>It is not uncommon for large retailers to close and leave a vacant building behind, known as a “white elephant”. Many communities have addressed the problem of white elephants through ordinances that require large retail developments to submit a detailed reuse plan before site plan approval or pay an annual fee into a redevelopment fund. Some ordinances prohibit the use of restrictive covenants, which often prevent efficient reuse of vacant commercial properties. The Village should explore the development of a “white elephant” ordinance to be applicable to future large-scale commercial development.</p>
<p>Annually review the Unified Development Ordinance and Village development review procedures</p> <p>Lead Implementer(s): Planning & Economic Development Dept., Building Dept.</p>	<p>At least once a year, Village staff should review any needed changes to the Unified Development Ordinance and internal development review procedures to see if any improvements can be made to increase efficiency or reduce unnecessary regulation. Contractors, builders and other stakeholders should be given an opportunity to provide input.</p>
<p>Revise the Unified Development Ordinance support increased daytime and resident population</p> <p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>To support additional retail services the Village needs to increase its daytime population and residential population near its commercial districts. Revisions to the Unified Development Ordinance such as smaller minimum lot sizes for single-family homes and areas zoned for multi-family housing near commercial development would support residential population growth. Such revisions should be implemented, so long as they are not in conflict with other housing or land use goals of this plan.</p>
<p>Create a comprehensive incentives policy</p> <p>Lead Implementer(s): Planning & Economic Development Dept., Village Administration, Finance</p>	<p>A comprehensive incentives policy will let businesses and residents know what kinds of incentives will be considered by the Village and for what kinds of projects. The policy should include consideration of in-kind as well as direct monetary incentives. Generally, incentives should only be available to businesses within Lemont’s targeted industries (growth or preservation) and/or businesses that will redevelop an underutilized or brownfield site. More detailed/narrower criteria may be included for specific types of incentives (e.g. the criteria for receiving in-kind</p>

	incentives may be different than tax abatement). Incentive requests should be evaluated using a cost-benefit analysis.
<p>Promote the development of health care sector businesses, even over retail, along 127th Street, west of State Street.</p> <p>Lead Implementer(s): Planning & Economic Development Dept., Village Administration,</p>	<p>Typically sales tax generating uses are the preferred land use for commercial corridors. However, the area along 127th Street, west of State Street has two characteristics that make it particularly attractive for the development of health care businesses; it is located along I-355 in close proximity to two major hospitals and several medical uses already exist within the corridor. Conversely, the area is not particularly attractive for retail development due to its low traffic counts, which are unlikely to change. For these reasons, the Village should prefer medical office and other health care industry development along this corridor when making land use decisions, including incentive and planned unit development requests.</p>
<p>Maintain existing industrial zoning with very limited expansion</p> <p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>Manufacturing and transportation & warehousing are Lemont's two targeted preservation industries. These industries, located on the Village's manufacturing and B-4 zoned properties, provide local jobs and play an important role in the regional economy. To retain this important component of our local economy, the Village should not reduce the amount of manufacturing zoned property, with the exception of properties within and immediately adjacent to the Route 83 & Main Gateway TIF area and downtown Lemont. The Village should seek to increase our total acreage of industrial land use through annexation when the areas of annexation that are adjacent to existing industrial/manufacturing areas and such zoning will not create a conflict with existing residential development. The Village should refrain from rezoning existing territory to manufacturing, with the exception of B-4 zoned properties, discussed below. Any new industrial development should comply with the Village's high standards for site design and aesthetics.</p>
<p>Revise the B-4 zoning district regulations and the Canal Overlay District</p> <p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>The B-4 zoning district is intended for outdoor commercial recreation. However 67% of B-4 zoned properties are within the Canal Overlay District, which allows for uses related to water-borne shipments and the barge industry along the Sanitary and Ship Canal and is completely unrelated to outdoor recreation. The zoning district and overlay cause unnecessary confusion and should be revised. The uses allowed within the Canal Overlay District should still be allowed along the Sanitary and Ship Canal, but new zoning districts should be created to distinguish between the currently B-4 zoned areas truly intended for recreation, and those intended for industrial and/or transportation related uses</p>
<p>Annex Nearby Arts, Entertainment and Recreation Employment Centers</p> <p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>Where owners are willing, the Village should annex existing nearby employment centers within the Arts, Entertainment, and Recreation growth target industry sector.</p>

Implementation Action Area 2: Branding

Define Lemont’s Current Brand Image	Define the current perceptions of the community.
Define Lemont’s Aspirational Brand Identity	Define the perceptions we want people to have of Lemont in the future. The aspirational brand identity is a goal the Village will strive to achieve.
Create a Brand Positioning Strategy	The gap between the current brand image and the aspirational brand identity influences the brand positioning strategy. The brand positioning strategy begins to move the village toward the aspirational identity, but communicates a credible image of Lemont as it is today. The brand positioning strategy is used to drive communications and the marketing plan.
Execute a brand-based marketing plan	The marketing plan will execute the brand positioning strategy, and will change over time as the brand positioning strategy changes. A brand-based marketing plan will include advertising, but should also include other opportunities to enhance the Village’s brand (e.g. customer service interactions).

Implementation Action Area 2: Develop Downtown as a Destination for Residents and Visitors

<p>Stabilize the I&M Canal wall and improve water conditions in the canal.</p> <p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>The I&M Canal is the reason Lemont was founded and the nationally historic canal still cuts through the downtown. The Village has installed miles of walking paths on either side of the canal and planted extensive landscaping along the canal in heart of downtown. However, the canal and its original limestone canal walls are in need of repair. Restoring water to the canal and stabilizing the limestone canal walls, at least in the heart of downtown, will honor the past investments made by the Village and ensure the canal serves as an asset to the downtown, rather than a liability.</p>
<p>Create an “open air museum” within the downtown</p> <p>Lead Implementer(s): Planning & Economic Development Dept., Historic Preservation Commission, Lemont Area Historical Society?, Lemont Art & Culture Commission?</p>	<p>Downtown has many historic structures with rich histories and various works of public art depicting aspects of Lemont’s past. However, visitors do not have information to help them realize the historical significance of these buildings and displays. By adding historic interpretation (e.g. signs, self-guided tour maps, podcasts) the Village can create opportunities for people to interact with downtown’s existing historic features and enhance the visitor experience. The Village should also add features in the downtown that use Lemont’s history to engage and inform visitors.</p>

<p>Continue to support increased commuter rail service</p> <p>Lead Implementer(s): Administration</p>	<p>The Village has long recognized that increased Metra service would enhance the economic vitality of downtown, and the entire community. As such, the Village has supported increased service on the Metra Heritage Corridor Line. Efforts in support of increased service should continue.</p>
<p>Market downtown as a visitor destination</p> <p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>Downtown Lemont is a unique, historic traditional business district. It is also host to most of the Village's special events. To take advantage of downtown's unique assets, promote attendance at special events, and remain competitive with other nearby downtown districts, the Village should create print and online advertising campaigns to market downtown to local residents, visitors from nearby communities, and heritage tourists.</p>
<p>Revise UDO as needed to continue support of a mixed use environment, consistent with historic development patterns</p> <p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>In 2005 Lemont adopted new zoning standards for the downtown. The standards are designed to use and bulk standards are designed to maintain the area's mixed use, pedestrian oriented environment. The standards are also designed to allow new construction, but with design features and setbacks that fit with the historic patterns of development downtown. The use standards have generally been successful to date, but in some instances the bulk regulations may allow construction that would be incompatible with existing buildings. The bulk standards should be re-evaluated and amended as deemed prudent. The standards should strike a balance between preserving the character of the downtown and stimulating investment in the area.</p>
<p>Adopt a vacant storefront ordinance</p> <p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>Vacant storefronts are particularly detrimental to the vitality of a downtown district; because shops are close together and buildings are close to the street the storefront windows are highly visible. Vacant storefront ordinances require building owners to place artwork or other signs in the storefront windows of a building that has been vacant for a given period of time. The required signs or art displays serve to reduce the visual impact of the vacant storefront window in the streetscape.</p>
<p>Create a funding plan to continue maintenance of TIF improvements upon expiration of the downtown TIF.</p> <p>Lead Implementer(s): Administration, Planning & Economic Development Dept.</p>	<p>The downtown TIF district expires in May 2014. Upon the expiration of the TIF, the Village will need to develop a plan to maintain and continue improvements to the public amenities in the downtown.</p>

Implementation Action Area 4: Develop and Implement a Business Retention & Expansion Program

<p>Conduct Annual Business Retention Surveys</p>	<p>Annual business surveys are the foundation of most business retention and expansion programs. Surveys serve three functions. They help local communities collect important information that otherwise may not be</p>
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<p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>available at the local level, or may not be available at the necessary level of detail. Surveys help build rapport between the business community and the economic development team conducting the surveys; they are a way to show businesses that the Village values their input. Finally, surveys help identify mid and long-term issues facing local businesses and provide an opportunity for the Village to assist the businesses with these issues. For example, a survey may reveal that an owner of a successful local business wants to retire; with that knowledge, the Village can assist the owner in succession planning and/or marketing the business for sale.</p> <p>Due to resource constraints, some surveys will be conducted electronically or by paper. But in-person surveys should also be conducted, particularly for businesses within the Village’s growth target industries.</p>
<p>Increase local shopping</p> <p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>Increasing the percentage of total disposable income spent within the community will increase local tax revenue and support local businesses. The Village should seek to increase local shopping through 1) a marketing campaign to educate residents on the benefits of local shopping and 2) assisting local businesses to match their inventory and services to those in demand by local residents.</p>
<p>Support retail clusters through advertising</p> <p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>The Village should create targeted advertising campaigns aimed at supporting existing local retail clusters that draw people into the trade area. For example, a “lunch in Lemont” campaign directed to nearby employment centers to enhance spending at Lemont’s limited service eating places.</p>
<p>Identify and assist home-based businesses</p> <p>Lead Implementer(s): Planning & Economic Development Dept., Chamber of Commerce</p>	<p>Working with the Chamber of Commerce, the Village should begin a program to identify existing home based businesses in Lemont in the professional, scientific, and technical services target industry sector. Once identifies, the Village should survey the businesses to discover common needs and interests, and work to create programs and/or services to assist the businesses and, if desired, transition to an office-based business with employees.</p>
<p>Support the Lemont Art & Culture Commission to further growth in Arts, Entertainment, & Recreation</p> <p>Lead Implementer(s): Planning & Economic Development Dept., Lemont Art & Culture Commission Chamber of Commerce</p>	<p>Lemont should build on its existing assets to promote economic growth within the Arts, Entertainment & Recreation target industry sector. One of these assets is the Lemont Art & Culture Commission. The Commission has been successful in developing several public art projects. It also provides art classes and features works of local artists in the recently opened Lemont Center for the Arts. The Commission works collaboratively with the Lemont Artists Guild, a group of local artists. The Village should support the continued work of the Art & Culture Commission by providing a staff liason to assist with grant applications and programming aimed at promoting economic growth in the arts and entertainment sector. The Village should also support the Commission in its efforts to raise funds for a permanent Lemont Center for the Arts in the downtown.</p>

Implementation Action Area 5: Develop and Implement a Business Attraction Program

<p>Create and maintain a sites and buildings inventory</p> <p>Lead Implementer(s): Planning & Economic Development Dept.</p>	<p>In order to quickly respond to requests for information from real estate brokers, developers, retailers and others, the Village should create and maintain an inventory of all commercial and industrial property in the Village. The inventory should also include properties currently outside the village limits that have development potential and could be annexed.</p>
<p>Cultivate a positive reputation for Lemont in the region</p> <p>Lead Implementer(s): Planning & Economic Development Dept., Administration</p>	<p>The Village should participate in industry group events, particularly real estate industry events. Participation in such events provides opportunities for Village staff to interact with these communities, make Lemont more known in the region, and cultivate a positive, pro-active reputation for the community.</p>
<p>Pursue Health Care Industry Businesses</p> <p>Lead Implementer(s): Planning & Economic Development Dept.,</p>	<p>Lemont has many existing health care industry businesses, particularly along the 127th Street corridor. The Village should work with these businesses to identify other kinds of health care businesses that would be complimentary to the existing business mix. Working with business and property owners, the Village should develop marketing materials targeted toward these kinds of health care industry businesses and develop outreach strategies to recruit the businesses to Lemont.</p>