

**VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING**

**MARCH 11, 2013 – 7:30 P.M.
LEMONT VILLAGE HALL
418 MAIN ST.
LEMONT, IL 60439**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. UNFINISHED BUSINESS**
- IV. DISCUSSION ITEMS**
 - A. UDO AMENDMENT PARKING AS SPECIAL USE IN R DISTRICT
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
 - B. APPEAL OF HISTORIC PRESERVATION COMMISSION DENIAL – ST. PATRICK’S PARISH /
217 CASS
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
 - C. TIMBERLINE KNOLLS – 11861-11865 BROWN DRIVE SPECIAL USE
(PLANNING & ED)(STAPLETON)(BROWN/JONES)**
 - D. DISCUSSION OF DOWNTOWN WASTE DISPOSAL LOCATIONS**
- V. NEW BUSINESS**
- VI. AUDIENCE PARTICIPATION**
- VII. ADJOURN**



Village of Lemont
Planning & Economic Development Department

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

TO: Committee of the While #023-13

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. Following a public hearing, the PZC recommended such an amendment.

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.

PZC Recommendation

The Planning & Zoning Commission conducted a public hearing on the matter of parking lots as a special use on Feb 20, 2013. By a vote of 5-1, the PZC recommended the UDO be amended to allow parking lots as a special use in the R zoning districts. Staff suggests the following Findings of Fact.

- The areas near the Lemont's historic downtown have a high number of religious land uses that generate great parking demand on certain days of the week; and
- These religious land uses often do not have adequate space to meet the parking demand on the same lots where their primary use is located; and
- Requiring approval of parking lots as a special use will help ensure the character of established residential neighborhoods is protected; and
- Requiring approval of parking lots as a special use will help ensure the value of land and buildings is conserved.

Attachment

Table 17-06-01 of the UDO
Extract of PZC draft minutes of Feb 20 meeting

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

EXTRACT OF PZC DRAFT MINTUES FOR MEETING OF FEB 20, 2013

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.

Commissioner Maher made a motion, seconded by Commissioner Spinelli to open the public hearing for Case 13-03. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

Mr. Brown stated this was a proposal to amend the text in the Unified Development Ordinance. He said it would change to the use table in Chapter 17.06 that is provided in the staff packet. He stated that it was an oversight and they didn't contemplate situations like St. Patrick's Church, St. Alphonsus's Church or other churches or institutions that are zoned residential that may want to establish a parking lot. He said this would not be on their lots, but on other lots adjacent or nearby. Mr. Brown stated this would amend the zoning ordinance and staff is recommending that it would be a special use. He said it would allow someone like St. Patrick's Church or another institution to come forward and request the special use. He stated staff would prefer this because then it would be a discretionary review. Mr. Brown stated this would give the Planning and Zoning Board and Village Trustees the ability to attach certain conditions to any approvals that they might want to grant. He said staff is against making this a permitted use and feels special use would be the best option. Mr. Brown stated staff is recommending approval of the text amendment. He said St. Patrick's Church is present and would like to speak. Mr. Brown said he would like to caution both the Board and St. Patrick's Church that this is not a public hearing for St. Patrick's Church. He stated they can speak on behalf for themselves, but they are not voting on St. Patrick's Church in general.

Chairman Schubert then asked if anyone would like to come up and speak in regards to this Case.

Larry Oskielunas, 13403 Red Fox Court, Lemont, handed out a copy of the power point presentation to the Planning and Zoning Board. He stated he was chairperson for the Mass and Planning Committee at St. Patrick's Parish. He said they have submitted a request for the removal of a house at 217 Cass Street. Mr. Oskielunas stated if you went east from the parking lot there is their Parish Ministry Center. Then east of that a residency is at 215 Cass, then 217 Cass (the house they would like to remove), and then an AT&T central office building. He said the approximate of the lot to the Church is ideal for them to expand their parking. He stated they are interested in the land and not

the house. Mr. Oskielunas said the current owner is aware of their intentions to demolish the house and they are fine with that. He stated the need for more parking is driven by public safety. He said there are over crowded conditions at several of the weekend masses and holidays are unbearable.

Mr. Oskielunas stated parking has become so acute with people parking illegally that they would have problems getting emergency vehicles through the alleyway. He said they have had people from Village staff, Police and Fire tell them that they support the need for additional parking. Mr. Oskielunas then showed pictures of their parking lot during different Mass times. He also showed pictures of how people are parking illegally and blocking the alleyway just to attend Mass.

Mr. Oskielunas said another reason why they need additional parking is to help support the additional growth in the Parish. He stated they feel the over crowded parking lot deters people from attending Mass. He said if they ever want to do Church events they have to wedge them in after Masses. Mr. Oskielunas stated they can not do Church events on Sunday afternoons due to morning Masses and then evening Mass for everyone at 5 p.m.

Mr. Oskielunas stated the additional parking would also be good for Lemont. It could provide additional parking for the Historical Society and for summer events in the downtown area of Lemont. He said there have been some alternative suggestions made but they do not find them viable. Mr. Oskielunas stated they appreciate the need for the historical preservation for Lemont but it needs to be balanced with parishioner's safety and the growth of the Parish. He said a parking lot there would allow them that. He stated a special use zoning change would allow a situation like that to take place. He said that would conclude his presentation.

Chairman Schubert asked if anyone else would like to come up and speak in regards to the case.

Sue Raymond, Secretary and Parishioner at St. Patrick's Church, stated she is at plenty of Masses and feels the current parking lot is not enough on a regular weekend. She stated the pictures presented were not even taken on holidays when there is even more people attending. She said she has gone out in the parking lot to make sure that nobody was parking illegally or blocking the alleyway. Ms. Raymond stated some people don't care where they park and just want to get into Mass. She said there are people who are still trying to park after Mass had already started 25 minutes ago. She stated this is not fair for their parishioners.

Jim Savino, 16645 Lakeside, Lockport, stated they really want the special use permit. He said they can get into the traffic study and how it would affect the area later. He stated they just want to be able to have a chance to apply for a special use to go into more detail.

Chairman Schubert asked if anyone else would like to come up and speak. None responded. He then asked if the Board had any questions.

Commissioner Messer asked if they would have a chance again to present if this passes.

Mr. Brown said there are two separate tracks. He stated one is the Historic Preservation Commission. He stated they were just denied their certificate of appropriate application and they intend to appeal that to the Village Board. Mr. Brown said that is just to demolish the house. He stated to turn the vacant lot into a parking lot they need zoning approval. The code does not accommodate changing a residential lot into a parking lot. He stated that is what this hearing is for. Mr. Brown said if we amend the zoning code then they would have to apply for a special use to convert that lot into a parking lot.

Mr. Maher asked what would happen if they did not amend the zoning code.

Mr. Brown stated if the Village does not change the code, then regardless of the appeal they would not be able to change the lot into a parking lot. He said this change is not specific to St. Patrick's Church. He stated they are changing the zoning code for all applicants who in the future may want to convert a residential lot into a parking lot.

Commissioner Sanderson asked if they were being specific as to which types of residential lots.

Mr. Brown stated there is no specific lot that they were considering tonight. He said a yes vote to amend it does not mean the Board supports their application and a no vote does not mean they don't want to see the house get knocked down.

Commissioner Messer asked if they would have to come before the Planning and Zoning Board if it is a special use.

Mr. Brown said yes if the Board amends the zoning code. Mr. Brown stated what St. Patrick's Church is wanting to do is unique. He said it is very rare that they get a certificate of appropriation to demolish something and change the use. He stated normally it is to demolish a house to build a bigger house. Mr. Brown said regardless of their case, he feels the zoning code should be changed because there may be future instances of someone wanting to change the use of a lot.

Commissioner Sanderson stated he feels it is odd to change a residential lot to a parking lot. He said he can see why they are doing it, but feels if St. Patrick's Church was not involved right now then they would not be having this discussion.

Mr. Brown stated that their application prompted it.

Commissioner Maher asked how many Churches in Lemont are in residential areas.

Mrs. Jones said there are 13 Churches in Lemont and most of them are in residential areas.

Commissioner Sanderson asked if it would be fair to say that the majority of them have parking issues. He stated he feels they are protected because it does have to come back before the Board.

Nancy Jackson, 15964 New Avenue, Lemont, stated she has no ties to any of this. She asked how this affects the surrounding properties and the value to their homes.

Mr. Oskielunas stated from the current parking lot going east you have an old school, then a residence, then the property they want to purchase. He stated the other property at 215 Cass; they have been in contact with the owner to purchase their property as well. He said east of 217 Cass is just an AT&T building. Mr. Oskielunas stated it goes school, house, house, and then industrial building.

Chairman Schubert asked if anyone else wanted to speak in regards to this case. None responded. He then asked the Board if they had any more questions. None responded. He then called for a motion to close the public hearing.

Commissioner Kwasneski made a motion, seconded by Commissioner Messer to close the public hearing for Case 13-03. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

Chairman Schubert called for a motion to approve Case 13-03.

Commissioner Maher made a motion, seconded by Commissioner Kwasneski to recommend approval of Case 13-03 to the Mayor and Board of Trustees. A roll call vote was taken:

Ayes: Kwasneski, Sanderson, Spinelli, Maher, Schubert,

Nays: Messer

Motion passed

Commissioner Sanderson made a motion, seconded by Commissioner Spinelli to authorize the Chairman to approve the Findings of Fact as prepared by staff. A voice vote was taken:

Ayes: All

Nays: None

Motion passed



Village of Lemont
Planning & Economic Development Department

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

TO: Committee of the Whole #022-13

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

THRU

SUBJECT: **Appeal of Historic Preservation Commission Denial – St. Patrick’s Parish / 217 Cass**

DATE: 4 March 2013

Summary

On 20 February the Historic Preservation Commission denied an application from St. Patrick’s Parish to demolish or re-locate the residence at 217 Cass St. St. Patrick’s Parish is appealing the HPC decision.

Background—Historic Preservation

In February 2001 the Village Board approved Ordinances O-06-01 and O-07-01, creating the Lemont Historic District No. 1 and the Lemont Historic Preservation Commission (HPC) respectively. Ordinance O-07-01 promulgated the HPC’s authorities, which included the authority to hold public hearings and “review applications for construction, alteration, removal, or demolition affecting proposed or designated landmarks or structures or historic districts and issue or deny Certificates of Appropriateness for such actions.” Guidelines for the review of demolition applications were adopted by Resolution R-35-05 in June 2005.

In 2006 Granacki Historic Consultants completed and delivered to the HPC a two-volume study, “Architectural Resources in the Lemont Historic District.” Funded in part by a grant, the study evaluated each building within the historic district for its architectural and historical significance. Structures were rated as “contributing” or “non-contributing” to the historic district. Such factors as structure age, condition, historical integrity of alterations or additions, and relationship of the structure to Lemont’s history were used to determine contributing status.

In March 2008 these ordinances and the resolution pertaining to historic preservation were incorporated, with minor changes, into the Lemont Unified Development Ordinance of 2008.

Historic District No. 1, the only such district, encompasses generally the downtown area and properties on both sides of Singer Avenue southward to Eureka Avenue. Properties on the north side of Cass Street are also within the Historic District (map attached).

Background—Zoning

Most religious uses in the Village are within an R zoning district or the DD zoning district. St. Patrick's church is within the DD zoning district. The house at 217 Cass is within the R-4A zoning district. Neither the Lemont Zoning Ordinance of 2002 nor the Unified Development Ordinance of 2008 anticipated the conversion of residentially zoned property to serve as parking lots for nearby religious uses—a parking lot is not permitted as a use in any of the R districts or the DD district.

For St. Patrick's Parish to expand its parking lot onto the property at 217 Cass it needs two separate, but related approvals:

- Permission to demolish a structure in the historic district;
- Permission to change the land use from residential to a parking lot.

The Application

In December 2012 members of St. Patrick's Parish contacted the Planning & Economic Development Department concerning the potential demolition of the residence at 217 Cass Street and conversion of the site to a parking lot for the church. St. Patrick's Parish submitted an application for a Certificate of Appropriateness to demolish the residence at 217 Cass in January. The application cited the intention of the parish to purchase the house, demolish or re-locate it, and convert the property for use as a parking lot. A public hearing was scheduled for the application, and the parish duly completed all of its public notice requirements.

Additionally, St. Patrick's requested that the zoning ordinance be amended to allow parking lots as a use in residential areas.

The Public Hearing and HPC Denial

On February 20, 2013 the HPC conducted a public hearing on St. Patrick's application for the Certificate of Appropriateness to demolish or re-locate the house at 217 Cass Street. Mr. Larry Oskielunas spoke on behalf of St. Patrick's Parish and distributed photographs of the existing parking situation during Mass times at the church. The pastor, Rev. Kurt Boras, also spoke, as did parishioner Mr. Jim Salvino. Two residents had questions concerning traffic and property values. (Draft minutes of the meeting are attached.)

Mrs. Barbara Buschman, Chairman of the HPC and HPC members questioned Mr. Oskielunas and explained that the Granaki survey (see background section above) had determined the house at 217 Cass Street as "contributing" to the historic district. (See attached sheets from historic resources survey pertaining to 217 Cass.) Following an explanation and review of the HPC's criteria for evaluating certificate applications to

remove a structure, a motion was made to approve St. Patrick Parish's application. By a vote of 5-0 the motion failed. Written notice of the HPC's decision and findings were forwarded to the applicant on March 4 (attached).

The Appeal

Section 17.16.060 of the Unified Development Ordinance states in its entirety:

When a Certificate of Appropriateness or Certificate of Economic Hardship is denied or approved by the Historic Preservation Commission, the applicant or any interested party may, within 60 days of the decision, appeal such decision to the Village Board. The Village Board may affirm, reverse or modify the HPC's decision by a majority vote of a quorum of the Village Board. The decision of the Village Board shall be final, subject only to judicial review as provided by law.

Upon the vote of the HPC, Mr. Oskielunas stated the parish's intention to appeal the denial of the Certificate of Appropriateness. Staff received written notice of the appeal on March 4 (attached).

For COW Discussion

As mentioned above, there are two separate approvals necessary for St. Patrick's Parish to complete its desired transformation of the property at 217 Cass Street: (1) approval to demolish or move the residence on the site, and (2) change the land use on the property from residential to a parking lot.

Mr. Oskielunas has stated the parish's intention to repeat the presentation of photographs and remarks concerning the parking situation at the church to the COW.

The COW should provide feedback to staff and the applicant concerning:

1. Desire to amend the zoning code to allow parking lots in the R-4;
2. Willingness to see or hear further discussion on specific proposal for a parking lot at 217 Cass Street.

Because the zoning code has not yet been amended, and because the Village has therefore not received an application for a parking lot as a special use at 217 Cass, staff has not done a thorough evaluation of the parking situation at St. Patrick's church. The Village Board has at least two options on how to approach the two approvals:

- Immediately approve the appeal of the HPC's decision. This would mean the house, pending Building Department permits, could be immediately demolished. However, this creates a scenario where the house could be removed prior to a thorough review and public hearing on the need and merits of a parking lot at 217 Cass.
- Postpone decision on the appeal until the zoning amendment has been enacted, an application for special use is filed, and a public hearing is held on the matter. This would allow a thorough staff review of parking issues related to St. Patrick's church.

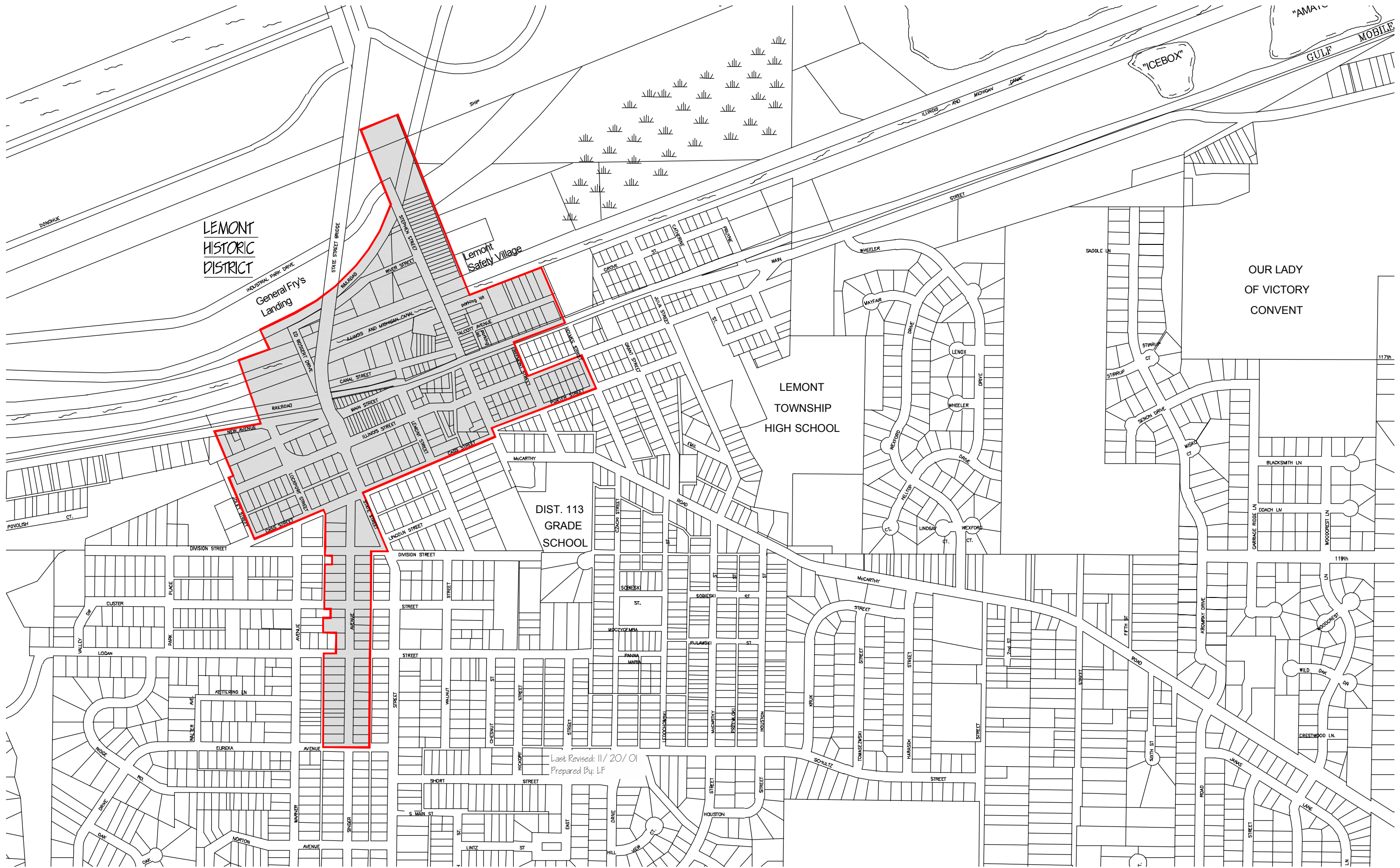
If the second option were pursued, a timeline could look like this:

- March 25--Village Board amends zoning ordinance to allow parking as special use in R districts
- March 26—St. Patrick's Parish applies for special use
- April 17—PZC conducts public hearing on special use application
- May 20—COW review of public hearing and HPC recommendation
- June/July—potential approval of both St. Patrick's appeal and special use request

The COW could also consider immediate steps aimed at mitigating parking concerns, e.g. allow parking on both sides of Cass Street.

Attachments

1. Map of Historic District
2. Draft minutes of HPC meeting, 20 Feb 2013
3. Historic Resources Survey sheet on 217 Cass
4. HPC decision and findings of fact
5. St. Patrick's Parish appeal of HPC decision
6. Photographs of Cass Street and house at 217 Cass



LEMONT
HISTORIC
DISTRICT

General Fry's
Landing

Lemont
Safety Village

LEMONT
TOWNSHIP
HIGH SCHOOL

DIST. 113
GRADE
SCHOOL

OUR LADY
OF VICTORY
CONVENT

Last Revised: 11/20/01
Prepared By: LF

"AMAL"
"ICEBOX"
GULF MOBILE

**MINUTES
HISTORIC PRESERVATION COMMISSION**

February 20 2013 - 6:30 p.m.

I. CALL TO ORDER

The monthly meeting of the Historic Preservation Commission was called to order on Wednesday, February 20, 2013 at 6:30 p.m. by Chairman Barbara Buschman.

II. ROLL CALL

Commissioners Buschman, Batistich, Cummins, Flynn, Roy and Schwartz present. Commissioner Baldwin absent. Ron Stapleton, Board Liaison, and Planning & Economic Development Director Jim Brown were also present.

III. APPROVAL OF MINUTES

Motion by Mr. Flynn, seconded by Mr. Schwartz, to approve the minutes of the November 8, 2012 meeting. Voice vote: 5 ayes. Motion passed.

IV. CHAIRMAN'S REPORT

No report

V. PUBLIC HEARING

**13.01 APPLICATION FOR CERTIFICATE OF APPROPRIATENESS
DEMOLITION OR RE-LOCATION OF STRUCTURE AT 217 CASS
STREET - ST. PATRICK CHURCH**

Motion by Mr. Batistich, second by Ms. Roy to open the Public Hearing on the Application for demolition or relocation of the structure at 217 Cass Street.

Present for the Petitioner, St. Patrick Church, were: Rev. Kurt Boras, pastor; Larry Oskielunas, Planning & Finance Committee Chairman; Susan Raymond, Parish Secretary; Jack Lebert (representing property owner at 217 Cass Street).

Mr. Oskielunas presented the application for the Petitioner and distributed printed materials and photographs of the existing parking situation at the 5:00 p.m. and 10:00 a.m. masses. The primary concern of the parish is for safety and access to the Church entrance for emergency vehicles in the event of an emergency. Photographs demonstrated stadium parking with vehicles parked illegally, blocking the emergency access lanes through the alley and at the Church entrance. St. Patrick's wishes to acquire the property at 217 Cass Street and the property owner is willing to sell to the parish for construction of an auxiliary parking lot which could accommodate approximately 40 vehicles to relieve the existing parking congestion and provide better emergency access. An auxiliary benefit of the parking lot would be to provide extra parking for community events taking place in the downtown area.

Mr. Batistich asked whether in addition to the auxiliary parking now permitted at Markiewicz, other auxiliary parking has been considered. Mr. Oskielunas previously stated that auxiliary parking at Markiewicz Funeral Home is already being used; Village-suggested alternatives at the Metra Station or on the north side of Cass Street are not really viable solutions.

Mr. Flynn asked how long the problem has existed and what enforcement action is taken to discourage the illegal parking. The response was that the parish is encouraging growth, with growth comes more vehicles. The parish has asked on occasion for police enforcement of the illegal parking, but it is occurring with greater frequency. Announcements are made in Church and in the Sunday bulletin, but are not being heeded.

Chairman Buschman then stated the purpose of the Commission: to preserve the character and integrity of the Historic District. She cited two documents the Commission

uses to evaluate applications for demolition: The Granacki Survey of the Historic District completed in 2006; and the Unified Development Ordinance Chapter 17 on Historic Preservation. Demolition Guidelines were adopted by the Commission and are outlined in the Ordinance at Section 17.16.050. She enumerated four of the criteria used by the Commission to evaluate the application and summed up with the statement that the guidelines state: "Demolition of a building that contributes to the district's historic appearance should not be permitted unless the Historic Preservation determines that it is not economically feasible to repair the building." The complete findings of the Commission are attached to these minutes.

The Chairman asked for comments and questions from the audience.

Steve Mlekowski, property owner at 216 Main Street, to the north of 217 Cass, asked how the proposed parking lot might affect his property and utilities. The response was that traffic would have dual access to both the east-west alley (exiting to State or Lemont Streets), or on Cass Street. There should be no adverse effect to the property at 216 Main Street.

Mr. Flynn asked whether the parish had ever done a professional traffic study to seek alternatives and gauge the impact to the neighborhood. The parish has conducted a parish survey only. A majority of the parishioners are in favor of having additional parking and are willing to pay the price to acquire the property.

Mr. Batistich inquired whether a formal agreement exists with Markiewicz Funeral Home. Susan Raymond, parish secretary, commented that the Markiewicz family is very agreeable to parish utilization of their lot only if there is no conflicting wake or service at the funeral home.

Chairman Buschman commented that although the parking lot is congested, all churches have the same situation. Neither St. Matthew Church nor Bethany Lutheran have parking lots and their congregations manage to find neighborhood parking to attend Sunday services.

Dennis Schubert inquired about the historical significance of the AT&T building, adjoining 217 Cass Street to the east. Mr. Batistich responded that it is a non-contributing structure based on age of the building and use.

Rev. Kurt Boras commented that people attending Mass from other communities to the north—Woodridge and Bolingbrook--would then stay in Lemont and perhaps visit the downtown and the restaurants. If they see there is no parking in the lot, they would find another Church with better parking for their Sunday services. He believes that the Village is trying to attract visitors to its downtown.

Mr. Flynn commented that if all the buildings downtown were torn down there would be an abundance of parking, but no buildings left to attract visitors.

Mr. Jim Salvino, parishioner at St. Patrick, asked about the year of the Granacki Survey and whether the information would still be considered current. Chairman Buschman responded that the only real thing that is changed since 2006 is that the buildings are a few years older. A few have been lost since publication of the survey, but not many.

Mr. Batistich reiterated that the Commission must follow the established criteria for demolition as stated in the Unified Development Ordinance in considering the application for demolition.

There being no further comments, the Chairman asked for a motion to close the public hearing. Ms. Roy moved and Mr. Flynn seconded the motion to close the public hearing at 7:05 p.m.

The Chairman asked for a motion to approve the Application. Motion by Mr. Batistich, seconded by Mr. Flynn, to approve the Application for Demolition or Relocation of the structure at 217 Cass Street. Roll call: Buschman, no; Batistich, no; Cummins, no; Flynn, no; Roy, no. Motion failed.

James Brown, Planning and Economic Development Director, repeated the process for appeal of the Commission's decision, stating that the Petitioner may request an appeal to the Village Board within 60 days of receipt of the Commission's decision. No form is required; the appeal must be in writing.

Mr. Oskielunas stated that the Petitioner would like to appeal the decision.

VI. APPLICATIONS

No other applications were on the agenda.

VII. NEW BUSINESS

None.

VIII. PLANNING & ECONOMIC DEVELOPMENT DIRECTOR COMMENTS

No additional comments were made

There being no further business, a motion was made by Mr. Schwartz, seconded by Mr. Flynn, to adjourn the meeting at 7:10 p.m. Voice vote: 6 ayes. Motion passed.

STREET #

DIRECTION

STREET

PIN

LOCAL SIGNIFICANCE RATING

POTENTIAL IND NR? (Y or N)

CRITERIA

Contributing to a NR DISTRICT?

Contributing secondary structure?

Listed on existing SURVEY?



GENERAL INFORMATION

CATEGORY	<input type="text" value="building"/>	CURRENT FUNCTION	<input type="text" value="Domestic - single dwelling"/>
CONDITION	<input type="text" value="good"/>	HISTORIC FUNCTION	<input type="text" value="Domestic - single dwelling"/>
INTEGRITY	<input type="text" value="moderate alterations"/>	REASON for SIGNIFICANCE	<input type="text"/>
STOREFRONT INTEGRITY	<input type="text"/>		
SECONDARY STRUCTURE	<input type="text" value="detached garage"/>		

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION	<input type="text" value="L-Form"/>	PLAN	<input type="text" value="L"/>
DETAILS	<input type="text"/>	NO OF STORIES	<input type="text" value="2"/>
BEGINYEAR	<input type="text" value="1884"/>	ROOF TYPE	<input type="text" value="Cross gable"/>
OTHER YEAR	<input type="text"/>	ROOF MATERIAL	<input type="text" value="Asphalt - shingle"/>
DATESOURCE	<input type="text" value="Village of Lemont"/>	FOUNDATION	<input type="text" value="Parged stone"/>
WALL MATERIAL (current)	<input type="text" value="Asbestos"/>	PORCH	<input type="text" value="Front"/>
WALL MATERIAL 2 (current)	<input type="text"/>	WINDOW MATERIAL	<input type="text" value="wood"/>
WALL MATERIAL (original)	<input type="text" value="Wood"/>	WINDOW MATERIAL	<input type="text"/>
WALL MATERIAL 2 (original)	<input type="text"/>	WINDOW TYPE	<input type="text" value="double hung"/>
		WINDOW CONFIG	<input type="text" value="1/1"/>

SIGNIFICANT FEATURES

ALTERATIONS

STOREFRONT
FEATURES

STOREFRONT
ALTERATIONS

HISTORIC INFORMATION

HISTORIC
NAME

COMMON
NAME

PERMIT NO.:

COST

ARCHITECT

ARCHITECT2

BUILDER

ARCHITECT
SOURCE



HISTORIC
INFO

LANDSCAPE

Midblock on north side of residential street between State and Lemont Streets; front sidewalks; similar setbacks on block; alley at rear; mature trees

PHOTO INFORMATION

ROLL1

FRAMES1

ROLL2

FRAMES2

ROLL3

FRAMES3

DIGITAL
PHOTO ID

\images\cass217.jpg

DIGITAL
PHOTO ID2

\images\cass217a.jpg

SURVEY INFORMATION

PREPARER

JENNIFER KENNY

PREPARER
ORGANIZATION

GRANACKI HISTORIC CONSULTANTS

SURVEYDATE

10/13/2005

SURVEYAREA

LEMONT HISTORIC DISTRICT

PRESERVATION COMMISSION INFO

CERTIFICATE OF APPROPRIATENESS

COA DATE:

COA NOTES:

**FINDINGS BY THE
HISTORIC PRESERVATION COMMISSION
PUBLIC HEARING
13.01 Application for Demolition or Re-Location of
217 Cass Street**

February 20, 2013 – 6:30 pm

1. In considering the Application for Demolition of the structure, the Historic Preservation Commission has relied on 2 documents:
 - A. Architectural Resources in the Lemont Historic District (Granacki, 2006)
 - B. Section 17.16.050 of the Unified Development Ordinance (Historical Preservation Commission Criteria for Demolition)

2. The Granacki Survey ranks the building as “A Contributing Structure” in the Historic District.

3. The character of the 200 block of Cass Street is primarily residential in nature.

4. **Criteria #7: “Whether the building, although it may or may not be designated as a landmark, is considered to be a contributing historic structure and whether it contributes to the overall character of the historic district.”**

The Granacki Survey ranks the building as “C”, a contributing structure in the Historic District. The Commission finds that the building contributes to the overall character of the historic district.

5. **Criteria #8: “Whether the demolition of the structure would create a breach in the visual streetscape of the historic district, or be detrimental to public interest and contrary to the general welfare of the historic district.”**

The Commission finds that whether the structure is re-located or demolished, a breach in the visual streetscape of the historic district would occur. In the event of re-location, a separate Certificate of Appropriateness would be required prior to its removal and re-location.

6. **Criteria #10: “Whether the building or structure is in such a deteriorated condition that it is not structurally or economically feasible to preserve or restore it, or whether there is a compelling health and safety reason to demolish the building or structure.”**

Upon examination of the building, the Commission finds that it is in generally “Good” condition with no outstanding structural defects, and that ordinary care and maintenance would preserve the building’s integrity. No compelling health and safety reason for demolition is evident.

7. **Criteria #11: “Whether the building is 50 years or older unless it has no historic merit.”**

The Commission finds that the building’s estimated year of construction is 1884, The building has withstood approximately 130 years without losing its structural integrity.

E. In addition to the criteria listed above, the demolition guidelines state **“Demolition of a building that contributes to the district’s historic appearance should not be permitted unless the HPC determines that it is not economically feasible to repair the building.”**

Chapter 17.16.060 of the Unified Development Ordinance states that the applicant or any interested party may, within 60 days of the decision, appeal such decision to the Village Board.

James Brown

From: Yahoo [loskielunas@att.net]
Sent: Sunday, March 03, 2013 4:31 PM
To: James Brown
Cc: St. Patrick Secretary; Savino Jim; McCarthy Walt & Mary; Zagorski Mel; Swiec Ray; Doyle Jane
Subject: Report and Appeal of HPC Ruling on 217 Cass

Hi Jim,

I've not seen the Historic Preservation Commission report for the petition from St. Patrick Church. Rather than wait further for the Report, I wanted to send you email confirmation that St. Patrick Parish will appeal the HPC's decision disapproving the request to demolish the residence at 217 Cass. We will attend the Committee of the Whole Hearing on Monday, March 18 at 6:30 pm. Please let me know if you need anything further.

Regards,
Larry Oskielunas

Sent from my iPhone







Village of Lemont
Planning & Economic Development Department

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

TO: Committee of the Whole #21-13

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 27, 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. The Planning & Zoning Commission and staff recommend 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.

CASE HISTORY

PZC Public Hearing. The Planning & Zoning Commission conducted a public hearing on the requested special use at its February 20, 2013 meeting. Representatives for the applicant were present and spoke on behalf of the applicant. Two nearby property

owners spoke at the hearing. The minutes of the hearing are attached; the residents had a variety of questions about the special use, and expressed concerns about the impacts on neighborhood property values if Timberline Knolls were to continue to purchase nearby properties for uses similar to that proposed by the special use application. After taking public comment, the PZC voted 6-0 to recommend approval of the special use, 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.

The applicant indicated that they were amenable to the proposed conditions.

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 and the PZC recommend approval, with the conditions noted above.

ATTACHMENTS

1. DRAFT minutes, 02-20-13 PZC meeting
2. Application Materials
3. Fire Marshal review

Chairman Schubert asked if anyone else wanted to speak in regards to this case. None responded. He then asked the Board if they had any more questions. None responded. He then called for a motion to close the public hearing.

Commissioner Kwasneski made a motion, seconded by Commissioner Messer to close the public hearing for Case 13-03. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

Chairman Schubert called for a motion to approve Case 13-03.

Commissioner Maher made a motion, seconded by Commissioner Kwasneski to recommend approval of Case 13-03 to the Mayor and Board of Trustees. A roll call vote was taken:

Ayes: Kwasneski, Sanderson, Spinelli, Maher, Schubert,

Nays: Messer

Motion passed

Commissioner Sanderson made a motion, seconded by Commissioner Spinelli to authorize the Chairman to approve the Findings of Fact as prepared by staff. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

→ **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.

Chairman Schubert called for a motion to open Case 13-02.

Commissioner Messer made a motion, seconded by Commissioner Kwasneski to open Case 13-02. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

Mrs. Jones said this is a special use request by TK Behavioral, LLC, also known as Timberline Knolls, for the property located at 11861, 11863, 11865 Brown Drive. She stated it is a three unit townhome building. She said Timberline Knolls is the contract purchaser of the property. They are requesting a special use for group living, not otherwise classified to operate a supportive living environment with up to 18 beds for graduates of Timberline Knolls residential treatment program. Mrs. Jones stated recently the Board renewed the approval for Magnolia House at 1 Povalish Court. She said the resident rules which are attached in the staff report are exactly the same as those for

Magnolia House. She stated they are just looking to expand their operations to this property.

Mrs. Jones stated she would briefly go through the standards for special uses. She said one is the use is deemed necessary for the public convenience at that location. She stated Timberline Knolls states there is an eight week waiting list for residents to get into Magnolia House. Offering this new facility would allow them to have 18 additional beds which will alleviate some of that waiting list time. Mrs. Jones stated some of the people on that waiting list are residents of Lemont. Some are residents of areas that do not have this kind of group living environment available to them. She said staff finds these services, by being provided by this location, would not only help residents of Lemont but other women from outside the area.

Mrs. Jones stated the second standard is the special use is designed, located and proposed to be operated that the public health, safety and welfare are protected. She said the site and building are not proposed to change in anyway. She stated it is planned to operate with the same conditions of Magnolia House. Mrs. Jones said the Code Enforcement Officer has no records of complaints or issues with the Magnolia House in regard to property maintenance or nuisance issues. Mrs. Jones stated the property will be maintained with all applicable building, fire and property maintenance requirements. She said there would be no reason for any concerns by the physical environment for this site. She stated staff does not believe the residents will pose any threat to the public health, safety or welfare. Mrs. Jones stated she has spoken with the Police Chief and there have been few issues with Magnolia House since it's been in operation. She said given that this will operate in the exact same way and it is the same type of residents or patients, staff does not foresee any issues there.

Mrs. Jones stated to protect the safety and wellbeing of the residents themselves within the facility, the Police Department requested the addition of security cameras and motion sensitive lighting near the facility's entrances and exits. She said Timberline Knolls was agreeable to that condition.

Mrs. Jones said the third standard is the special use will not cause substantial injury to the value of the other property in the neighborhood in which it is located. She stated the structure is not supposed to change. The rules of operation for the facility require a 9:30 p.m. curfew and residents are out of the house at programs during the day. So the comings and goings are similar to nearby residential properties. Mrs. Jones said the residents are allowed to have vehicles. The vehicle parking, giving that there can be up to 18 women living in these three units could be a problem. Therefore, staff recommends that there be limitations on the parking. She said when she gets to the conditions she will go through that. She stated as long as parking is handled then staff does not see any problems with property values.

Mrs. Jones stated the last standard is that it will not create excessive demands for Village service or impair the ability of the Village to maintain peace and provide adequate protection. She said again they had spoken with the Police Department, which has not

seen excessive demands from the Magnolia House property. She stated those who are familiar with Timberline Knolls might be familiar with issues with the main campus. However, with the programming at the Magnolia House there have been no issues with the residents of that house. Mrs. Jones stated the Code Enforcement Officer did not have any excessive demands and the Fire Marshal did not express any concerns.

Mrs. Jones said staff is recommending approval with a few conditions. She said staff recommends that the special use be limited to Timberline Knolls, its parent company, or another wholly owned subsidiary of its parent company. She stated this is the same condition that was placed on the Magnolia House. Secondly, the special use shall include the resident rules of conduct. She said which means if Timberline Knolls were allowing people to act in a way that was in violation of the rules of conduct of the house, it would be in violation of the special use, and then the Village can revoke the special use.

Mrs. Jones stated in regards to parking, she said staff feels it is okay for them to have cars, but the parking needs to be limited to the existing garages and driveways. She said no resident parking will be allowed on-street. Any excess resident parking demand shall be satisfied by designated parking areas on the main Timberline Knolls property. She stated staff must park in designated areas on the main Timberline Knolls property. Mrs. Jones said they are not allowed visitors, so they do not have to worry about visitor parking.

Mrs. Jones said another condition is the special use shall allow a maximum of six residents per unit, for a total of 18 residents. She stated that is what was requested from Timberline Knolls. She said based on the property that is the maximum allowed under the property maintenance code as well. She said another condition is if there are any future building remodeling or site changes they shall be subject to all applicable Village codes and ordinances even if the application of such would reduce the maximum occupancy of the facility. Mrs. Jones stated lastly the security cameras and motion sensitive lights shall be installed and maintained near the entrances and exits of each unit. She said with these conditions, staff recommends approval.

Chairman Schubert stated he thought he had read something about street parking.

Mrs. Jones stated there is street parking available, but they decided to limit it for these residents so it does not become a nuisance for the neighbors.

Commissioner Spinelli asked how is that going to be policed.

Mrs. Jones said the Police Department can run the plates. She stated the majority of the women at the Timberline facility are not residents of Lemont area. She said the majority of them do not have cars and she doesn't anticipate this being an issue.

Chairman Schubert asked if the applicant wanted to come up and speak.

Al Domanskis, attorney for Timberline Knolls, stated in the last four years there have been only about five people that have had cars. He said they have no expectations of anybody having their own cars. He stated they had agreed to no off-street parking at the location.

Commissioner Spinelli asked if the four cars that he talked about, were they registered with Timberline Knolls so they could self police them.

Tom Dattolo, President of Timberline Knolls, stated with Magnolia House they have six designated spots on their campus. He said in the past five years he only remembers five cars and that is because they were never used. He stated he remembers this because he would have to charge the batteries or jump the cars.

Commissioner Messer stated there are two-car garages and if you put two cars in the driveways, times that by three, gives you up to 12 cars that can park there.

Mr. Domanskis stated that is correct. He said they feel the conditions are acceptable. He said the issue was reviewed by him, Mr. Dattolo and the Police Chief. He stated the special use; at this time is what they need. He said the “transition people” walk across for the programs. Mr. Domanskis stated there is a school on the main campus plus other various treatment programs. He said they have sent out the required letters to residents and posted the required signs. He stated from the letters he had received only one telephone call and it was positive. Mr. Domanskis said they request their approval and can answer any questions they might have.

Commissioner Spinelli asked if at this time is there any intention on fencing the property.

Mr. Domanskis stated that he does not think so.

Chairman Schubert asked if there was anyone who wanted to speak in regards to this case.

Dorothy Rosier, 15952 New Avenue, Lemont, asked if they felt 18 people living in the townhomes was manageable.

Mr. Dattolo stated the projection would be five in each with a total of 15.

Ms. Rosier stated it just seemed like a small area to house 15 people.

Mr. Domanskis stated considering that the people don't drive; there is the potential of taking the garages out in the future. He said there is significant square footage with large bedrooms. He stated six would be the absolute maximum.

Ms. Rosier said she was thinking about when you get a group of people together the potential of things happening become greater. She stated she has not seen any

disruptions and she knows it was mentioned earlier that there hasn't been. She asked what it exactly means when Mrs. Jones stated substantial injury to property.

Mrs. Jones said when they review a special use there is a set list of criteria. The third one is that the potential will not cause substantial injury to the value of other property in the neighborhood in which it is located. She stated for example with commercial development things like noise or lighting, if they aren't mitigated enough those can cause substantial injury to the property value of adjacent properties.

Ms. Rosier asked how much value can her home lose for it to be okay. She stated her and her husband will be selling their house at some point. She said she would fully disclose what that property is and it could potentially turn someone away. She stated someone might not want to buy her house knowing that there are six people living in one house then 15 in another. Ms. Rosier said she totally supports rehabilitation and she has no problem with them, but someone else could.

Mr. Domanskis stated the price for the townhome was included in the packet. He stated the price is more than comparable and is probably too high. He said this should help as far as an appraised value standpoint.

Chairman Schubert asked if the property had already been purchased.

Mr. Domanskis stated it was contingent on the special use.

Mrs. Jones stated in regards to the standard, she is not a property appraiser and they don't hire an appraiser to try and project what an impact might be. She said what they look at is the physical changes and activities of the use.

Chairman Schubert asked if this would be the end result of the rehabilitation and the last step before they return home.

Mr. Domanskis stated it is a transition before they return home. He said with this it increases the percentage of them not returning.

Chairman Schubert asked what the percentage of completion is.

Melissa Rocchi, Program Development Coordinator for Timberline Knolls, stated it was about 90%. She stated very few decided to pull out early.

Ms. Rosier asked who is watching the security cameras. She asked is it live or is it just a recording.

Mr. Dattolo stated they would not have someone sitting there watching the cameras seven days a week. It would be a recording and they would have their safety officers patrolling the area. He stated the safety office is about 75 feet from the Magnolia house, which is an additional 20 feet from there to the townhomes.

Ms. Rosier asked how long they would be keeping the tapes.

Mr. Dattolo said he has not looked into that requirement yet. He stated the conversation with the Police Chief was the recommendation to look into the motion detector lighting and for the resident's safety in the building to have monitors on the front and back doors.

Mrs. Jones stated it is really intended for the resident's safety more than anything else. She said to an extent they are a vulnerable population.

Ms. Rosier asked what their intent is in the future, because they have been here before, for purchasing more property to expand this program.

Mr. Dattolo said as he has stated before, at this point for this year and next year's plan, there is no more intent. He stated he could never say never, however the steps would be they would have to look at buildings on the property to provide services before they could expand this program. He said they are exploring an alternative with churches in the area to have host families.

Ms. Rosier stated they have to understand that the further this goes the less chance she will have selling her home.

Mrs. Jones said it is not something that they are looking at right now. However, if they did want to do that in the future it would have to come back through this process again. She stated a concentration of similar uses like that is definitely something they would look at.

Mr. Domanskis stated they should be happy with the prices with what they will do in comparable. He said secondly he does not think it has affected any of the homes in Timberline or on their side.

Ms. Jackson asked where the five cars were parked that they were talking about earlier.

Mr. Dattolo stated the very corner next to Brown Drive that is located in their main parking lot.

Ms. Jackson stated there is currently a problem with parking on New Avenue. She said she has a neighbor that can't park in front of her house because there are so many cars. She stated she has had her driveway blocked because there was nowhere else to park.

Mr. Domanskis stated they have no intention with doing anything on New Avenue. He said there is also no on-street parking in front of their own building for residents.

Ms. Jackson asked who is policing that.

Mr. Dattolo said there is no on-street for their residents. He stated they can police their own residents. He said if other people in Lemont park there they can not police that.

Mrs. Jones stated they do not see this being an issue due to past history. She said because they do know that a lot people do park on-street on New Avenue staff wanted to make sure there was something in the ordinance. She stated this will protect them for in the future if anything changed and people did start bringing their cars.

Chairman Schubert asked if there were any more questions.

Commissioner Messer stated he would like to say that their facility is a true asset to the community. He said the proposal before them might be a short term fix for what may be a long term growth issue for the facility. He stated he was pleased to hear that they are looking at alternatives to housing and have considered on site building. Commissioner Messer asked at what point do they switch over from expansion off-site to expansion on-site. He asked is this the last time they will see them for off-site expansion.

Mr. Dattolo stated he can not answer that for his company. He said all the funding is done through them.

Mr. Domanskis stated there is a lot of land on their property. He said they would have to expand on-site in terms of expanding their educational programs before they would want to do anything with transition.

Commissioner Messer stated it does answer his question but it raises his concern that they will continue to buy single family homes and turn them into multi-transitional houses. He said he appreciates what they do and the building is an optimal use for what they are doing. He stated without a line in the sand stating they are going to build on their property; this point forward raises a concern. Commissioner Messer said he sees the white fence expanding down Brown Drive onto New Avenue.

Mr. Domanskis stated it is an issue and he understands. He said the property on the Timberline side does not go all the way over to Timberline. He said there are people right there that don't effect anyone in Lemont because across there is a wet land area on the other side of Timberline. He stated you might bring the fence closer to Timberline and include that in. Mr. Domanskis said he does not want them to say that they might not expand anywhere else and here have something that does not affect anyone else. He stated there is only one vacant parcel and one house which in the future might be ideal in terms of expanding. He said that is his hesitation, but in terms of this particular direction he can say they're right.

Commissioner Messer said he understands that they can't predict the future. He stated his question is at what point is there a financial commitment to build on-site instead of continuing to build up convenience housing.

Mr. Domanskis stated the price they are paying for this; he would recommend building on-site. He stated this property is very convenient being on Brown Drive and Magnolia House right next door. He said it completes it and does not think they need anything else at that location to complete it. Mr. Domanskis stated at a practical standpoint they would have to expand programs on-site for the educational, which they have completed two additions.

Mrs. Jones stated they have been expanding on-site as well as off-site.

Commissioner Messer stated the density on-site is considerably small compared to the whole site.

Mrs. Jones stated there is a significant amount of land, however there is a lot that is not buildable.

Commissioner Sanderson stated they are trying to make a transition for their patients so they can make the next step. He said their mission as a planning standpoint is, do they want them to keep picking houses in this area. Commissioner Sanderson stated he hears the concerns, but thinks it needs to be addressed one at a time.

Mr. Domanskis stated they would have to come back with a special use and they could always say no at that time. He said Mr. Dattolo stated it would not be at least for another two years. He stated last fall they were bought out by a company which can change the dynamics. He said they just can not predict the future.

Ms. Jackson stated this is supposed to be a transition where they are brought back into a community. She said but then you are talking safety with adding security lights and cameras. She asked would they be better off on their property where they can provide security for that area. She also asked what the total acre was for their property and how much is built-on already.

Mr. Dattolo stated about 50% is built-on, but there are wetlands, ravines, FEMA, quarry, and the topography that moves up back by Timberline Drive with the new annexation agreement and HUD. He said that brings in a whole new dynamic of infrastructure with water, sewer and roads. He stated there is 43 acres but it is not conducive. Mr. Dattolo stated the area that they are building on now has been used very wisely. He said everything below the ravine is about half of the property. He stated when you walk the fencing and go up on top there is a back area, but in order to access that area it is very limited. He said you have a 40 to 50 foot elevation change from there.

Ms. Jackson stated she had no idea how many acres it was and was not familiar with the area he was talking about.

Mr. Dattolo stated if you are going north on Timberline Drive just look to the right and everything behind that fence is about 50% unbuildable land. He said the whole lower level is different from that upper level.

Chairman Schubert asked if anyone else had questions or wanted to speak in regards to this case. None responded. He then called for a motion to close the public hearing.

Commissioner Kwasneski made a motion, seconded by Commissioner Spinelli to close the public hearing for Case 13-02. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

Chairman Schubert then called for a motion for approval of Case 13-02.

Commissioner Maher made a motion, seconded by Commissioner Sanderson to recommend approval of Case 13-02 to the Mayor and Board of Trustees 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.

A roll call vote was taken:

Ayes: Kwasneski, Sanderson, Spinelli, Messer, Maher, Schubert

Nays: None

Motion passed

Commissioner Messer made a motion, seconded by Commissioner Kwasneski to authorize the Chairman to approve the Findings of Fact as prepared by staff. A voice vote was taken:

Ayes: All

Nays: None

Motion passed

IV. ACTION ITEMS

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.....

1

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.



2

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.

3

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

Attest: _____

Impress
Corporate Seal
Here

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

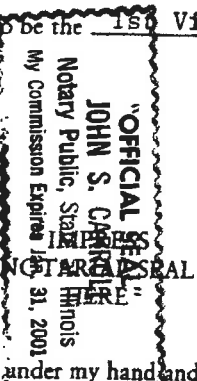
FP351021

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 and Address)

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)

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 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

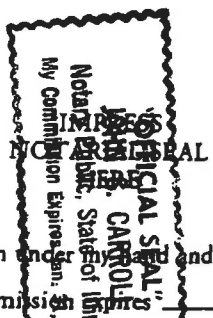
COOK COUNTY
REAL ESTATE TRANSACTION TAX
APR. 12.00
REVENUE STAMP

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.

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

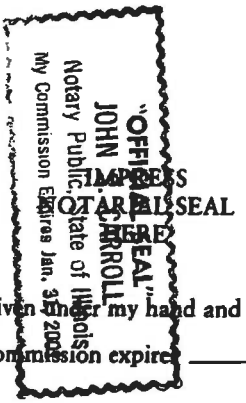
REAL ESTATE TRANSFER TAX
42E0000000
00119.50
FP351009

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

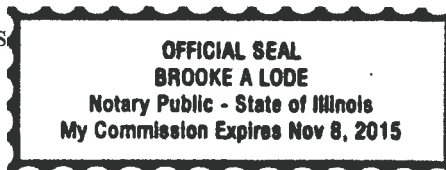


EXHIBIT 4F

seller can
close earlier
in April if
needed.



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 5.0



1 **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
 3 Seller(s) (Please Print) Robert & Patricia Sardiga C.O.

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 <input checked="" type="checkbox"/> Refrigerator | <input checked="" type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Central Humidifier | <input checked="" type="checkbox"/> Light Fixtures, as they exist |
| 20 <input checked="" type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> Window Air Conditioners | <input type="checkbox"/> Water Softener (owned) | <input checked="" type="checkbox"/> Built-in or Attached Shelving |
| 21 <input checked="" type="checkbox"/> Microwave | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Sump Pumps | <input checked="" type="checkbox"/> All Window Treatments & Hardware |
| 22 <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Electronic/Media Air Filter | <input checked="" type="checkbox"/> Existing Storms & Screens |
| 23 <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> TV Antenna System | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Fireplace Screens/Doors/Grates |
| 24 <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Security Systems (owned) | <input type="checkbox"/> Fireplace Gas Logs |
| 25 <input checked="" type="checkbox"/> Washer | <input type="checkbox"/> Outdoor Shed | <input checked="" type="checkbox"/> Garage Door Openers | <input type="checkbox"/> Invisible Fence System, Collars & Box |
| 26 <input checked="" type="checkbox"/> Dryer | <input checked="" type="checkbox"/> Planted Vegetation | <input type="checkbox"/> with all Transmitters | <input checked="" type="checkbox"/> Smoke Detectors |
| 27 <input type="checkbox"/> Attached Gas Grill | <input type="checkbox"/> Outdoor Playsets | <input checked="" type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> 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 ^{RS} shall be paid as follows: initial earnest money 25,000.00 ⁽²⁾
 36 of \$ 25,000.00 by check, cash OR note due on _____, 20____ to be increased
 37 to a total of \$ _____ by _____, 20____. The earnest money shall be held by the
 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>(2)</u>	Buyer Initial <u>(2)</u>	Seller Initial <u>RS</u>	Seller Initial <u>sd</u>
Address <u>11861 11863 11865 BROWN DR</u>			

v5.0e

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>						

v5.0c

~~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			
							v5.0e

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 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 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>			
							v5.0

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		

v5.0

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>						

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 _____

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 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 [Signature]
 Address 11841, 11843 & 11845 BROWN DR v5.0

ADDENDUM TO MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 5.0

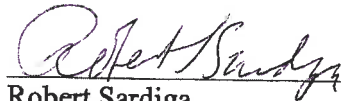
This Addendum to Multi-Board Residential Real Estate Contract 5.0 ("Contract"), is made by and between Robert and Patricia Sardiga ("Seller") and TK Behavioral, LLC, a Delaware limited liability company ("Buyer") for the real property commonly known as 11861, 11863, and 11865 Brown Drive, Lemont, Illinois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

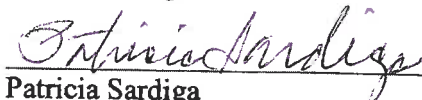
IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date below.

Dated: January 24, 2013

SELLER:



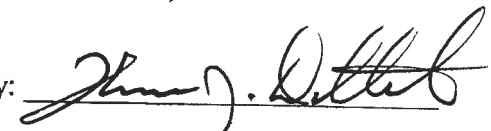
Robert Sardiga



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>[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.

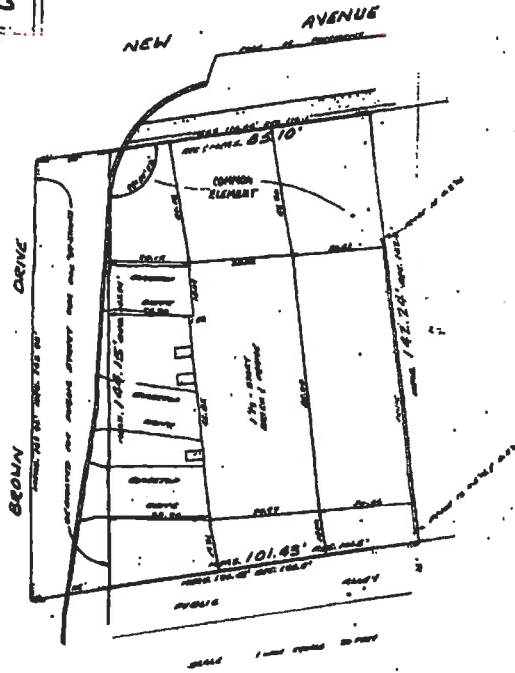
ATHENS SQUARE CONDOMINIUM

EXHIBIT A

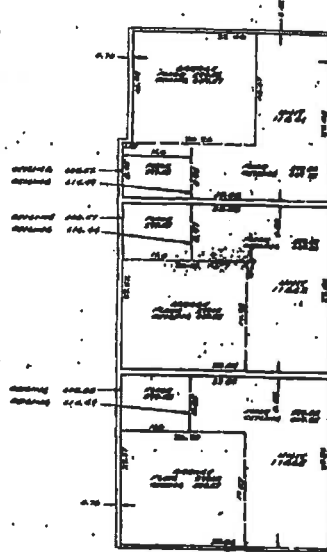
97570926

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 11 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF SAID LOT; THENCE WEST ALONG THE NORTH LINE OF SAID LOT TO A POINT 84.00 FEET SOUTH FROM THE POINT OF BEGINNING, MORE OR LESS TO THE POINT OF BEGINNING, ALL IN DEER COUNTY, OHIO.

Document
With This Plat



97570926



FIRST FLOOR

NOTES:

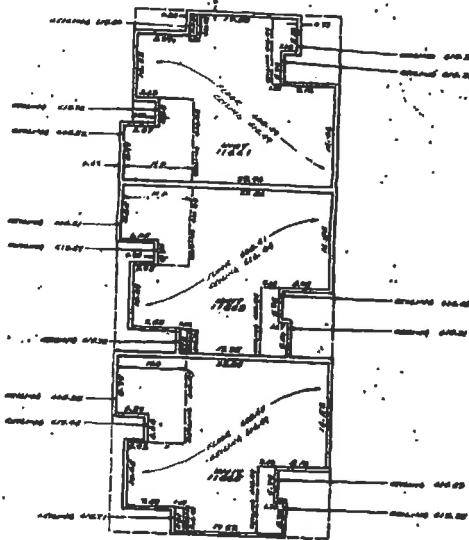
1. VERTICAL DISTANCES ARE MEASURED BETWEEN TOP OF WOOD FLOOR AND BOTTOM OF DRYWALL CEILING ON THE FIRST AND SECOND FLOORS, AND THE TOP OF THE CONCRETE FLOOR AND BOTTOM OF THE DRYWALL CEILING IN THE GARAGE.
2. HORIZONTAL DISTANCES ARE MEASURED BETWEEN INTERIOR DRYWALL SURFACES ON THE FIRST FLOOR, SECOND FLOOR AND IN THE GARAGE.
3. ELEVATIONS ARE MEASURED FROM THE FINISH FLOOR AT THE SOUTHWEST CORNER OF THE 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 THE ORIGINAL SURVEY RECORD FOR RECORDING. VERIFY THE CORRECTNESS OF THE RECORDING. REFER TO YOUR ABSTRACT, DEED, CONTRACT, AND OTHER DOCUMENTS. NO WARRANTY SHALL BE GIVEN BY BLDG. RECORDS DEPT. UNLESS THE STATE.

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. Coad, 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, 1999

Thomas A. Coad
 State Professional Land Surveyor No. 1234

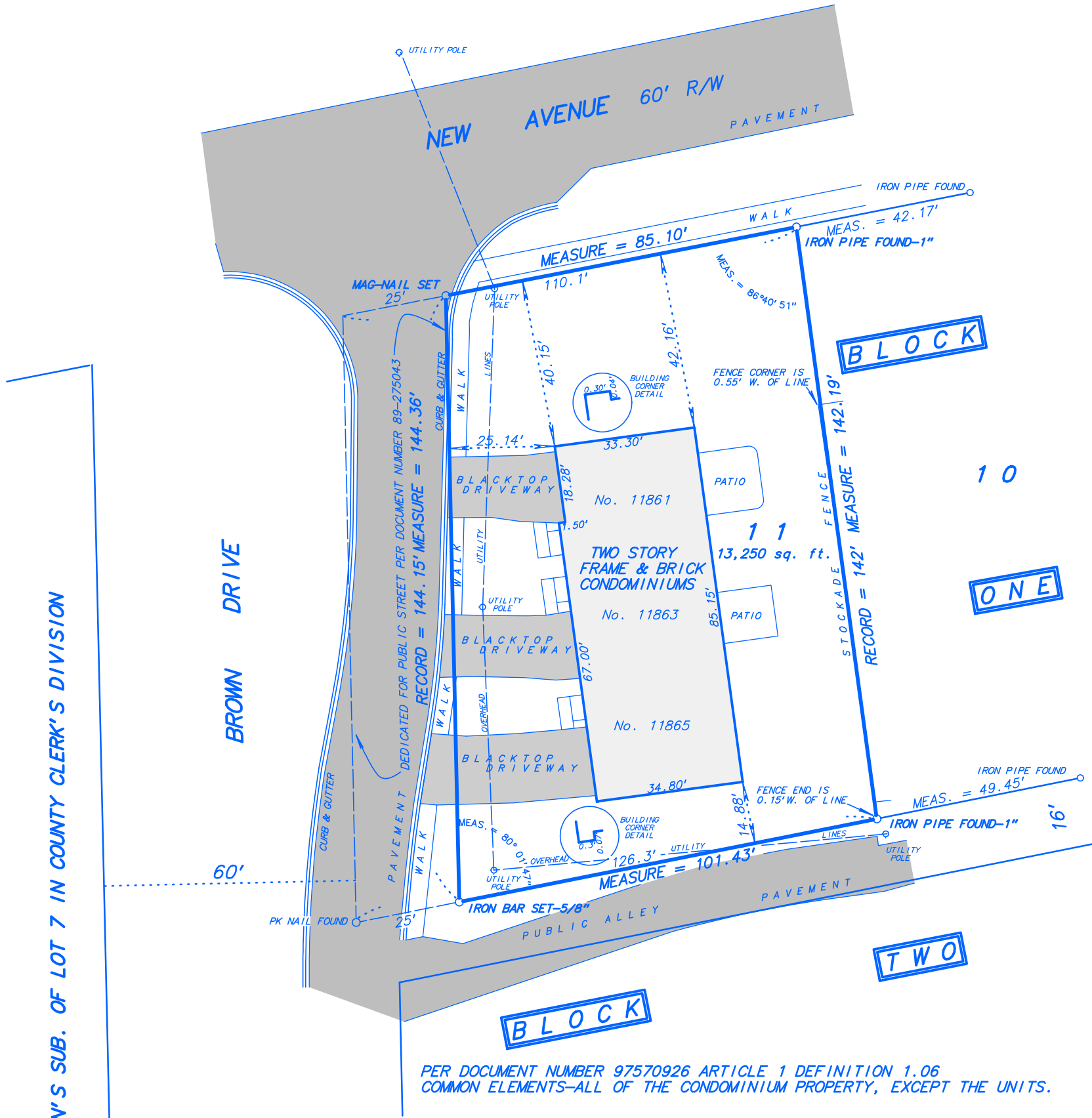
EXHIBIT 4G

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



N. J. BROWN'S SUB. OF LOT 7 IN COUNTY CLERK'S DIVISION



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

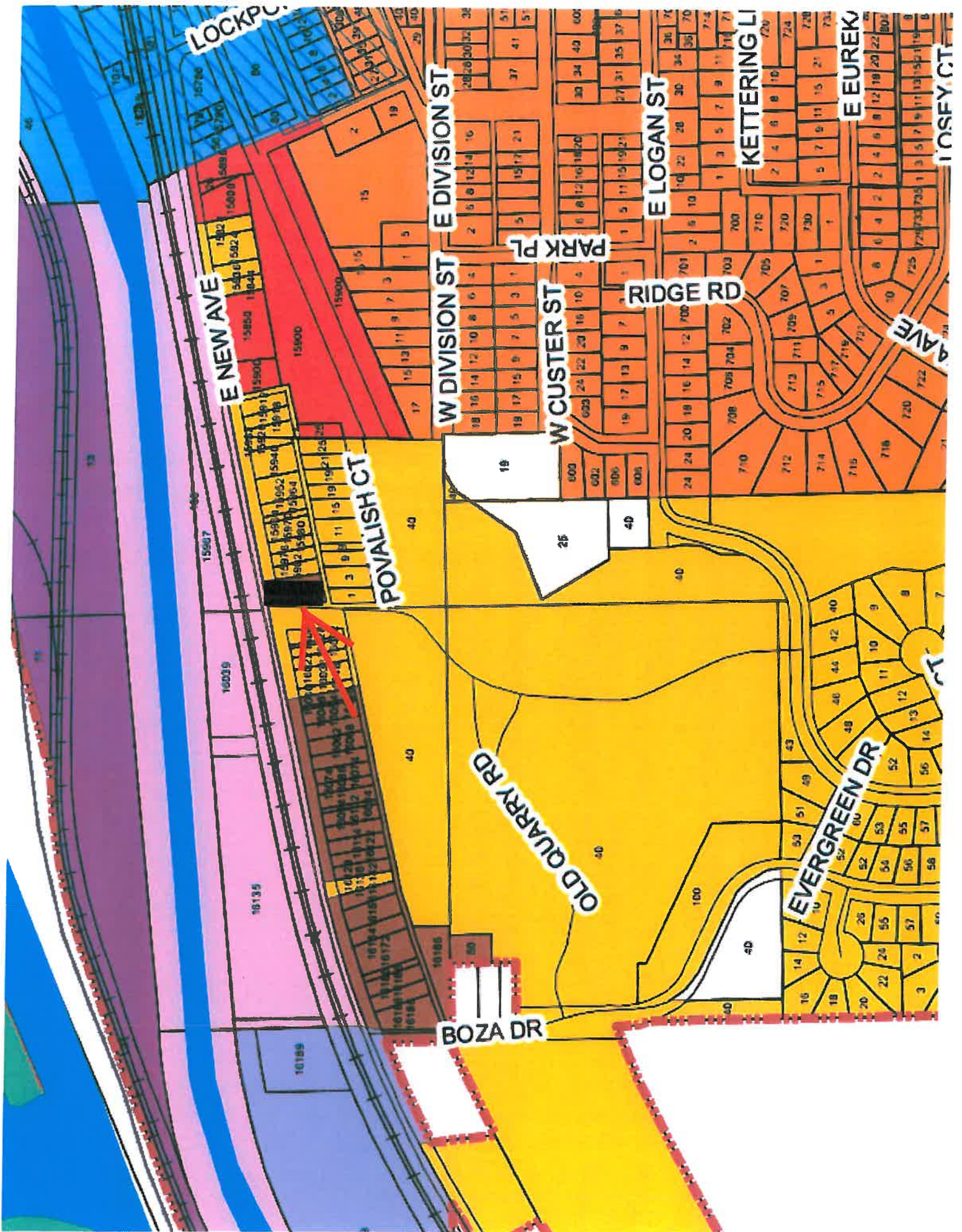
LOSEY CT

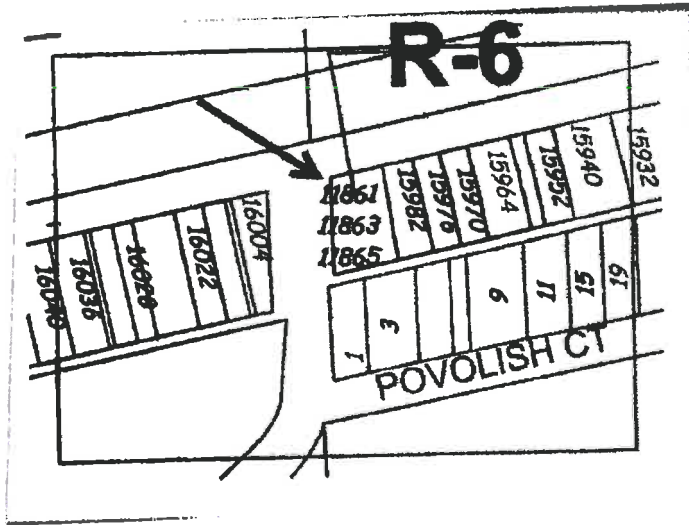
9 AVE

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

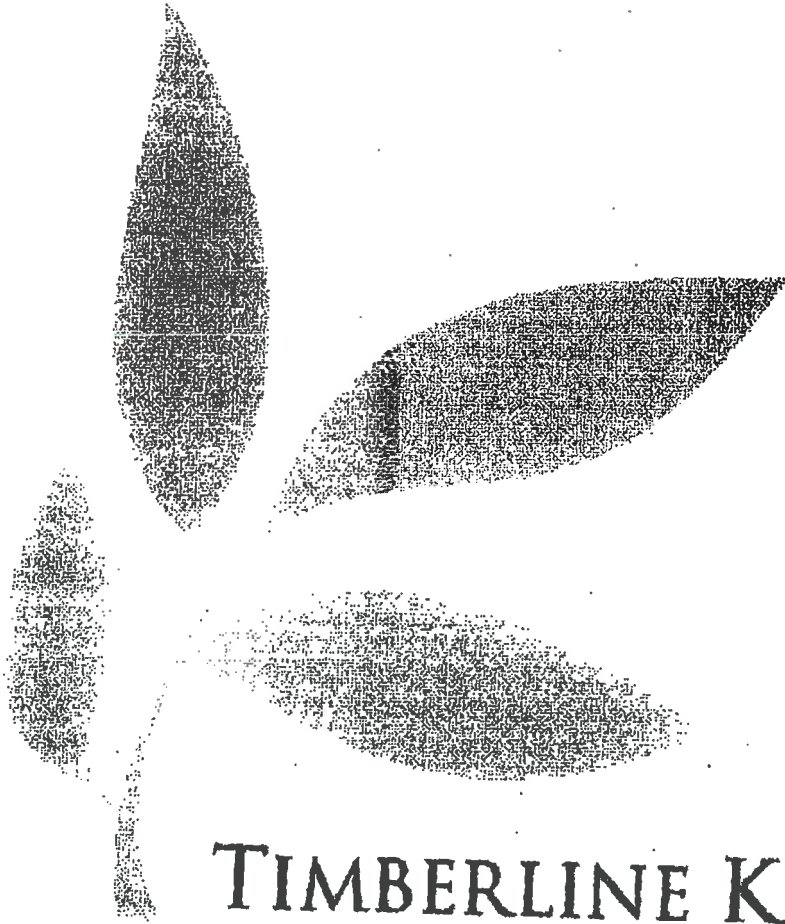
ADDENDUM TO SPECIAL USE CRITERIA WORKSHEET

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

