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William G. Skalitzky, Esq.  
Applegate & Thorne-Thomsen, P.C.  
322 S. Green Street, Suite 400  
Chicago, IL 60607

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**DECLARATION OF COVENANTS AND EASEMENTS FOR THE  
AIDSCARE, INC. NORTH LAWDALE CAMPUS  
CHICAGO, ILLINOIS**

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## DECLARATION OF COVENANTS AND EASEMENTS FOR AIDSCARE, INC. NORTH LAWNSDALE CAMPUS

This Declaration of Covenants and Easements for AIDSCARE, Inc. North Lawndale Campus ("Declaration") is made by AIDSCARE, Inc., an Illinois not for profit corporation ("Phase IV Owner" and the "Phase V Owner"), Sawyer Gardens, Inc. (formerly known as AIDSCARE Residence, Inc.), an Illinois not for profit corporation ("Phase I Owner"), Garden View, L.L.C. (formerly known as AIDSCARE Residence II, LLC), an Illinois limited liability company ("Phase II Owner"), and The Phoenix House LLC (formerly known as AIDSCARE Residence III, LLC), an Illinois limited liability company ("Phase III Owner").

### RECITALS

**WHEREAS**, the Phase I Owner holds legal title to certain real property located at 1215-1227 South Sawyer Avenue, Chicago, Illinois 60623 (which is legally described on Exhibit A-1 and known as the "Phase I Property") upon which it has constructed an 18-unit apartment building for very-low income persons with physical disabilities resulting from HIV/AIDS (the "Phase I Building") that it financed primarily with the proceeds of (a) a Section 811 Capital Advance from the United States Department of Housing and Urban Development ("HUD") pursuant to Section 811 Supportive Housing for the Persons with Disabilities Program created pursuant to the National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992 and its implementing regulations published at 24 CFR Part 891 (the "Section 811 Program"), and (b) an Affordable Housing Program grant from the Federal Home Loan Bank of Chicago through its member MB Financial Bank, as assignee of The PrivateBank and Trust;

**WHEREAS**, the Phase II Owner holds legal title to certain real property located at 1229-1241 South Sawyer Avenue, and 1234-38 South Kedzie Avenue, Chicago, Illinois 60623 (which is legally described on Exhibit A-2 and known as the "Phase II Property") upon which it has constructed a 16-unit independent living facility (the "Phase II Building") for very-low income persons living or affected by HIV/AIDS that it primarily financed with the proceeds of (a) a loan from the Illinois Housing Development Authority ("IHDA"), (b) two Housing Opportunities for Persons with AIDS ("HOPWA") grants from the City of Chicago Department of Public Health, and (c) an Affordable Housing Program grant from the Federal Home Loan Bank of Chicago through its member First American Bank;

**WHEREAS**, the Phase III Owner holds legal title to certain real property located at 1243-1249 South Sawyer Avenue and the western 62.5 feet of the real property commonly known as 1242-1256 S. Kedzie Avenue, Chicago, Illinois 60623 (which is legally described on Exhibit A-3 and known as the "Phase III Property") upon which it will develop and construct a thirty-two (32) unit single room occupancy supportive

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housing project (the "Phase III Building") for low income persons living with HIV/AIDS that it will finance primarily with the proceeds of (a) loans and grants from the City of Chicago through its Departments of Public Health and of Housing, (b) an Affordable Housing Program grant from the Federal Home Loan Bank of Chicago through its member Harris N.A., and (c) a Supportive Housing Program grant for capital and operational funds from HUD;

**WHEREAS**, the Phase IV Owner holds legal title to certain real property located at 1214-1232 S. Kedzie Avenue, Chicago, Illinois 60623 (which is legally described on Exhibit A-4 and known as the "Phase IV Property") upon which it intends to develop and construct a wellness center ("the Phase IV Building") for the educational, charitable or philanthropic purposes of assisting persons and the community affected by HIV/AIDS;

**WHEREAS**, the Phase V Owner holds legal title to the eastern 62.5 feet (approximately) of the real property commonly known as 1242-1256 S. Kedzie Avenue, Chicago, Illinois 60623 (which is legally described on Exhibit A-5 and known as the "Phase V Property") upon which it intends to develop and construct a multi-purpose building ("the Phase V Building") for the educational, charitable or philanthropic purposes of assisting persons and the community affected by HIV/AIDS;

**WHEREAS**, the Phase I Property, Phase II Property, Phase III Property, the Phase IV Property and the Phase V Property are collectively referred to herein as the "Property" or "Properties," as the context may require; the Phase I Building, Phase II Building, Phase III Building, the Phase IV Building and the Phase V Building are collectively referred to herein as the "Buildings;" and the Phase I Owner, Phase II Owner, Phase III Owner, the Phase IV Owner and the Phase V Owner are collectively referred to herein as the "Owner" or "Owners," as the context may require;

**WHEREAS**, the Phase I Property, Phase II Property and the Phase III Property are separate projects, being separately owned, financed and operated and nothing contained herein shall be construed as creating common ownership of the Phase I Property, the Phase II Property and the Phase III Property;

**WHEREAS**, in the best interests of the Properties, Buildings and Owners for the Owners to create and maintain certain non-exclusive access, parking and utility facility easements for the benefit of the Properties, Buildings, Owners and tenants thereof as detailed herein;

**NOW, THEREFORE**, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby make the following declaration of covenants and easements relating to the Property:

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## ARTICLE I DEFINITIONS

(in addition to the defined terms otherwise set forth in this Agreement)

“Common Parking Lot” means “the parking lot with 38-parking spaces and western entrance from S. Kedzie Avenue and the northern entrance through the Private Driveway, which parking lot is located on Phase II Property and Phase IV Property as shown on the Site Plan attached as Exhibit B.”

“Exterior Shared Facilities” means “the exterior sidewalks, other exterior pedestrian paths, the Private Driveway, parking lots, and concrete/brick patio areas now or hereafter constructed on the Phase I Property, Phase II Property Phase III Property, Phase IV Property and Phase V Property, as applicable.”

“Phase I Parking Lot” means the 15-parking spaces located on the Phase I Property along the western part of the Private Driveway that are reserved for and to be used as vehicular parking solely by the Phase I Permittees, as shown on the Site Plan attached as Exhibit B.

“Phase III Parking Lot” means the 6-parking spaces located on the Phase III Property through an entrance from 13<sup>th</sup> Street that are reserved for and to be used as vehicular parking solely by the Phase III Permittees, as shown on the Site Plan.

“Phase IV Parking Lot” means the 6-parking spaces located on the Phase IV Property along the eastern part of the Private Driveway that are reserved for and to be used as vehicular parking solely by the Phase IV Permittees, as shown on the Site Plan.

“Phase I Permittees” means “the Phase I Owner, its successors and assigns, employees, agents, tenants, lessees, mortgagees, guests and invitees, and the agents, employees, and representatives of any municipality or public agency.”

“Phase II Permittees” means “the Phase II Owner, its successors and assigns, employees, agents, tenants, lessees, mortgagees, guests and invitees, and the agents, employees, and representatives of any municipality or public agency.”

“Phase III Permittees” means “the Phase III Owner, its successors and assigns, employees, agents, tenants, lessees, mortgagees, guests and invitees, and the agents, employees, and representatives of any municipality or public agency.”

“Phase IV Permittees” means “the Phase IV Owner, its successors and assigns, employees, agents, tenants, lessees, mortgagees, guests and invitees, and the agents, employees, and representatives of any municipality or public agency.”

“Phase V Permittees” means “the Phase V Owner, its successors and assigns, employees, agents, tenants, lessees, mortgagees, guests and invitees, and the agents, employees, and representatives of any municipality or public agency.”

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“Private Driveway” means the north-south single lane paved driveway located upon a portion of each of the Phase I Property, Phase II Property and Phase IV Property, that provides access to the 38-space parking lot located on part of the Phase II Property and Phase IV Property, as shown on the Site Plan attached hereto as Exhibit B.

## ARTICLE II SCOPE

2.01 PROPERTY SUBJECT TO DECLARATION. Owners, as the owner of fee simple title to the Properties, expressly intend to and by recording this Declaration, do hereby subject each of the Properties to the provisions of this Declaration.

2.02 CONVEYANCES SUBJECT TO DECLARATION. All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land, and shall at all times inure to the benefit of and be binding on any person or entity having at any time any interest or estate in any part of the Properties. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration as fully and completely as though they were set forth in their entirety in any such document.

2.03 DURATION. Except as otherwise specifically provided herein, the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of this Declaration, but in no event later than December 31, 2046, unless revoked, changed or amended in whole or in part by a recorded instrument executed by all of the Owners.

## ARTICLE III Easements

### 3.01 PEDESTRIAN ACCESS AND USE EASEMENTS

A. The Phase I Owner hereby grants to the Phase II Permittees, Phase III Permittees, Phase IV Permittees and Phase V Permittees a non-exclusive easement for pedestrian access (ingress and egress), use and enjoyment in common with the Phase I Owner in, over and across any Exterior Shared Facilities located or hereafter constructed on the Phase I Property. This easement does not create any right of access in or to the Phase I Building, and is subject to the right of the Phase I Owner to enter upon any of such easement areas for the purpose of maintaining, repairing or replacing any portion of the Phase I Property or for reasonable access to and from other portions of the Phase I Property.



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B. The Phase II Owner hereby grants to the Phase I Permittees, Phase III Permittees, Phase IV Permittees and Phase V Permittees a non-exclusive easement for pedestrian access (ingress and egress), use and enjoyment in common with the Phase II Owner in, over and across any Exterior Shared Facilities located or hereafter constructed on the Phase II Property. This easement does not create any right of access in or to the Phase II Building, and is subject to the right of the Phase II Owner to enter upon any of such easement areas for the purpose of maintaining, repairing or replacing any portion of the Phase II Property or for reasonable access to and from other portions of the Phase II Property.

C. The Phase III Owner hereby grants to the Phase I Permittees, Phase II Permittees, Phase IV Permittees and Phase V Permittees a non-exclusive easement for pedestrian access (ingress and egress), use and enjoyment in common with the Phase III Owner in, over and across any Exterior Shared Facilities located or hereafter constructed on the Phase III Property. This easement does not create any right of access in or to the Phase III Building, and is subject to the right of the Phase III Owner to enter upon any of such easement areas for the purpose of maintaining, repairing or replacing any portion of the Phase III Property or for reasonable access to and from other portions of the Phase III Property.

D. The Phase IV Owner hereby grants to the Phase I Permittees, Phase II Permittees, Phase III Permittees and Phase V Permittees a non-exclusive easement for pedestrian access (ingress and egress), use and enjoyment in common with the Phase IV Owner in, over and across any Exterior Shared Facilities located or hereafter constructed on the Phase IV Property. This easement is subject to the right of the Phase IV Owner to enter upon any of such easement areas for the purpose of maintaining, repairing or replacing any portion of the Phase IV Property or for reasonable access to and from other portions of the Phase IV Property.

E. The Phase V Owner hereby grants to the Phase I Permittees, Phase II Permittees, Phase III Permittees and Phase IV Permittees a non-exclusive easement for pedestrian access (ingress and egress), use and enjoyment in common with the Phase V Owner in, over and across any Exterior Shared Facilities located or hereafter constructed on the Phase V Property. This easement is subject to the right of the Phase V Owner to enter upon any of such easement areas for the purpose of maintaining, repairing or replacing any portion of the Phase V Property or for reasonable access to and from other portions of the Phase V Property.

### 3.02 VEHICULAR ACCESS VIA PRIVATE DRIVEWAY EASEMENTS

A. The Phase I Owner hereby grants to the Phase II Permittees, Phase III Permittees, Phase IV Permittees and Phase V Permittees a non-exclusive easement for vehicular (non-commercial automobile) access for ingress and egress in common with the Phase I Owner in, over and across that portion of the Private Driveway located on the Phase I Property, provided that the easement is subject to the right of the Phase I Owner

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to enter upon any of such easement areas for the purpose of maintaining, repairing or replacing any portion of the Phase I Property or for reasonable access to and from other portions of the Phase I Property. This Easement does not grant or convey any rights in or to the Phase I Parking Lot.

B. The Phase II Owner hereby grants to the Phase I Permittees, Phase III Permittees and Phase IV Permittees and Phase V Permittees a non-exclusive easement for vehicular (non-commercial automobile) access for ingress and egress in common with the Phase II Owner in, over and across that portion of the Private Driveway and Common Parking Lot located on the Phase II Property, provided that the easement is subject to the right of the Phase II Owner to enter upon any of such easement areas for the purpose of maintaining, repairing or replacing any portion of the Phase II Property or for reasonable access to and from other portions of the Phase II Property.

C. The Phase IV Owner hereby grants to the Phase I Permittees, Phase II Permittees, Phase III Permittees and Phase V Permittees a non-exclusive easement for vehicular (non-commercial automobile) access for ingress and egress, use and enjoyment in common with the Phase IV Owner in, over and across that portion of the Private Driveway and Common Parking Lot located on the Phase IV Property, provided that the easement is subject to the right of the Phase IV Owner to enter upon any of such easement areas for the purpose of maintaining, repairing or replacing any portion of the Phase IV Property or for reasonable access to and from other portions of the Phase IV Property. This Easement does not grant or convey any rights in or to the Phase IV Parking Lot.

### 3.03 PARKING EASEMENTS

A. The Phase II Owner hereby grants a non-exclusive parking easement, on a first-come, first-served basis, to the portion of the Common Parking Lot located on the Phase II Property to the Phase III Permittees, Phase IV Permittees and Phase V Permittees for parking personal, non-commercial automobiles free of charge, provided that the easement is subject to the right of the Phase II Owner to enter upon any of such easement areas for the purpose of maintaining, repairing or replacing any portion of the Phase II Property or for reasonable access to and from other portions of the Phase II Property.

B. The Phase IV Owner hereby grants a non-exclusive parking easement, on a first-come, first-served basis, to the portion of the Common Parking Lot located on the Phase IV Property to the Phase II Permittees, Phase III Permittees and Phase V Permittees for parking personal, non-commercial automobiles free of charge, provided that the easement is subject to the right of the Phase IV Owner to enter upon any of such easement areas for the purpose of maintaining, repairing or replacing any portion of the Phase IV Property or for reasonable access to and from other portions of the Phase IV Property.

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## 3.04 EASEMENTS FOR UTILITY FACILITIES

A. The Phase III Owner hereby grants the Phase I Owner and the Phase II Owner (i) a non-exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of overhead electric utility facilities from 13<sup>th</sup> Street across lot 29 to the southern-most utility pole located on lot 30 of the Phase III Property as shown on the ALTA Survey prepared by Glenn D. Kirsch Land Surveyor, Inc. dated January 19, 2007, as further revised February \_\_, 2007, and designated as GDK File No. 01-171 (the "ALTA Survey"), and (ii) a non-exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of underground electric utility facilities from the southern-most utility pole located on lot 30 of the Phase III Property to the transformer labeled 4380804 and 208 Y 120 located on Lot 23 of the Phase III Property as delineated by the **ComEd Line 1** on the CVL Group, Inc. Subsurface Utility Survey, AIDSCARE, Inc. North Lawndale Campus dated April 18, 2006 and designated as Job No. 2006-112 (the "Utility Survey"). The Phase III Owner may relocate the **ComEd Line 1** only with the Phase I Owner, HUD and Phase II Owner's prior written consent, which consent shall not be unreasonably withheld. The Phase III Owner may also relocate the overhead electric utility facilities providing electric service to the southern-most utility pole located on lot 30 of the Phase III Property with the Phase I Owner, HUD and Phase II Owner's prior written consent, which consent shall not be unreasonably withheld. A copy of the ALTA Survey is attached as Exhibit C and is incorporated herein by reference. A copy of the Utility Survey is attached as Exhibit D and is incorporated herein by reference.

B. The Phase III Owner hereby grants the Phase II Owner and the Phase I Owner a non-exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of underground electric utility facility from transformer labeled 4380804 and 208 Y 120 located on Lot 23 of the Phase III Property to the southern boundary line of Lot 22 of the Phase II Property, as delineated by the **ComEd Line 4** on the Utility Survey. The Phase I Owner and Phase II Owner may relocate the **ComEd Line 4** only with the Phase III Owner's prior written consent, which consent shall not be unreasonably withheld.

C. The Phase II Owner hereby grants the Phase I Owner a non-exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of underground electric utility facilities across the Phase II Property, as delineated by the **ComEd Line 4** and **ComEd Line 5** on the Utility Survey. The Phase II Owner may relocate **ComEd Line 4** on the Phase II Property only with the Phase I Owner and HUD's prior written consent, which consent shall not be unreasonably withheld. The Phase I Owner may relocate the **ComEd Line 5** on the Phase II Property only with the Phase II Owner's prior written consent, which consent shall not be unreasonably withheld.

D. The Phase I Owner hereby grants to the Phase II Owner a non-exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of underground electric utility facilities serving the Phase II Property and Phase



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II Building across the Phase I Property as delineated by the **ComEd Line 5** on the Utility Survey. The Phase II Owner may relocate **ComEd Line 5** on the Phase I Property only with the Phase I Owner and HUD's prior written consent, which consent shall not be unreasonably withheld.

E. The Phase III Owner hereby grants the Phase I Owner, Phase II Owner and Phase IV Owner (i) a non-exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of overhead telephone utility facilities from 13<sup>th</sup> Street across lot 29 to the northern-most utility pole located on lot 30 of the Phase III Property as shown on ALTA Survey, and (ii) a non-exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of underground telephone utility facilities from the northern-most utility pole located on lot 30 of the Phase III Property to the telephone pedestal located on Lot 23 of the Phase III Property as delineated by the **SBC Line 1** on the Utility Survey. The Phase III Owner may relocate the **SBC Line 1** only with the Phase I Owner, HUD and Phase II Owner's prior written consent, which consent shall not be unreasonably withheld. The Phase III Owner may also relocate the overhead telephone utility facilities providing telephone service to the northern-most utility pole located on lot 30 of the Phase III Property with the Phase I Owner, HUD and Phase II Owner's prior written consent, which consent shall not be unreasonably withheld.

F. The Phase III Owner hereby grants the Phase I Owner, Phase II Owner and Phase IV Owner a non-exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of underground telephone utility facilities from telephone pedestal located on Lot 23 of the Phase III Property to the southern boundary line of Lot 22 of the Phase II Property, as delineated by the **SBC Line 4** on the Utility Survey. The Phase I Owner, Phase II Owner and Phase IV Owner may relocate the **SBC Line 4** only with the Phase III Owner's prior written consent, which consent shall not be unreasonably withheld.

G. The Phase II Owner hereby grants the Phase I Owner and Phase IV Owner a non-exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of underground telephone utility facilities across the Phase II Property, as delineated by the **SBC Line 4** and **SBC Line 5** on the Utility Survey. The Phase I Owner and Phase IV Owner may relocate **SBC Line 4** and **SBC Line 5** on the Phase II Property only with the Phase II Owner's prior written consent, which consent shall not be unreasonably withheld.

H. The Phase IV Owner hereby grants the Phase I Owner a non-exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of underground telephone utility facilities across the Phase IV Property, as delineated by the **SBC Line 5** on the Utility Survey. The Phase I Owner may relocate **SBC Line 5** on the Phase IV Property only with the Phase IV Owner's prior written consent, which consent shall not be unreasonably withheld.

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I. The Phase III Owner hereby grants the Phase II Owner a non-exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of underground telephone utility facilities from telephone pedestal located on Lot 23 of the Phase III Property to the southern boundary line of Lot 22 of the Phase II Property, as delineated by the **SBC Line 2** on the Utility Survey. The Phase II Owner may relocate the **SBC Line 2** only with the Phase III Owner's prior written consent, which consent shall not be unreasonably withheld.

J. The Phase III Owner hereby grants the Phase II Owner (i) a non-exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of overhead cable utility facilities from 13<sup>th</sup> Street across lot 29 to the northern-most utility pole located on lot 30 of the Phase III Property as shown on the ALTA Survey, and (ii) a non-exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of underground cable utility facilities from the northern-most utility pole located on lot 30 of the Phase III Property to the cable pedestal located on Lot 23 of the Phase III Property as delineated by the **Comcast Line 1** on the Utility Survey. The Phase III Owner may relocate the **Comcast Line 1** only with the Phase II Owner's prior written consent, which consent shall not be unreasonably withheld. The Phase III Owner may also relocate the overhead cable utility facilities providing telephone service to the northern-most utility pole located on lot 30 of the Phase III Property with the Phase II Owner's prior written consent, which consent shall not be unreasonably withheld.

K. The Phase III Owner hereby grants the Phase II Owner a non-exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of underground cable utility facilities from cable pedestal located on Lot 23 of the Phase III Property to the southern boundary line of Lot 22 of the Phase II Property, as delineated by the **Comcast Line 2** on the Utility Survey. The Phase II Owner may relocate the **Comcast Line 2** only with the Phase III Owner's prior written consent, which consent shall not be unreasonably withheld.

L. Subject to the consent rights conferred above, the Phase I Owner, Phase II Owner, Phase III Owner, Phase IV Owner and Phase V Owner (as applicable) may relocate any underground utility facility installed on the Phase I Property, Phase II Property, Phase III Property, Phase IV Property and Phase V Property, provided such relocation:

(1) may be performed only after delivery of thirty (30) days' notice of its intention to relocate such facilities;

(2) shall not interfere with or diminish the utility services to any of the other Phase Owners, however, temporary interferences with and diminutions in utility services will be permitted if:

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- (i) they occur during non-business hours;
  - (ii) a temporary alternate source of power (e.g., a generator) is provided to minimize the diminution or interference, if necessary; and
  - (iii) the party relocating the underground utility facility promptly reimburses all Owners adversely affected by the relocation and diminution of or interference with the utility services for the actual cost, expense and loss incurred as a result of such interference or diminution, or both;
- (3) shall not reduce or unreasonably impair the usefulness or function of the facilities in question;
- (4) shall not be relocated other than underground; and
- (5) shall be performed at the sole cost of the party requesting to relocate the utility facility, including payment of any required changes to the as-built utility plan for the Properties.

N. Prior to or simultaneously with the development of the Phase IV Building on the Phase IV Property, the Phase IV Owner shall submit, or cause to be submitted, to the Phase I Owner and HUD, Phase II Owner and Phase III Owner the design and construction documents for storm sewers and area drains, sanitary sewers, water, telephone, gas, electric power and other utility systems for the Phase IV Building which may be prepared by project construction consultants, the utility companies or municipal, public or governmental agencies responsible for such installations (each, a "Utility Plan"). Each of the Phase I Owner, Phase II Owner and Phase III Owner shall have thirty (30) days from date of submission to review and approve or disapprove of the Utility Plan. If there is any objection or counter-proposal, then the parties shall meet within ten (10) days from the date of the objection or counter-proposal at a mutually acceptable location to resolve and adjust any such objections or proposals. A party's approval of the Utility Plan shall also constitute its agreement to grant such utility easements as are reasonably necessary to allow the Phase IV Owner to implement the utility scheme detailed in the approved Utility Plan. Following construction of the Phase IV Building and completion of an as-built ALTA survey, including a subsurface utility survey (if needed), the parties shall amend this Declaration to grant additional utility facility easements based upon the actual location of the underground utility facilities as shown in the as-built survey.

Notwithstanding the foregoing, any proposed Utility Plan that is on or would otherwise impact the Phase I Property must be consented to in writing by HUD. HUD shall have 60 days to respond from the date any such Utility Plan is received by HUD in the Housing Development Office at 77 West Jackson Blvd, Chicago, Illinois 60604.

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O. Prior to or simultaneously with the development of the Phase V Building on the Phase V Property, the Phase V Owner shall submit, or cause to be submitted, to the Phase I Owner and HUD, Phase II Owner and Phase III Owner a Utility Plan for the Phase V Building. Each of the Phase I Owner, Phase II Owner and Phase III Owner shall have thirty (30) days from date of submission to review and approve or disapprove of the Utility Plan. If there is any objection or counter-proposal, then the parties shall meet within ten (10) days from the date of the objection or counter-proposal at a mutually acceptable location to resolve and adjust any such objections or proposals. A party's approval of the Utility Plan shall also constitute its agreement to grant such utility easements as are reasonably necessary to allow the Phase V Owner to implement the utility scheme detailed in the approved Utility Plan. Following construction of the Phase V Building and completion of an as-built ALTA survey, including a subsurface utility survey (if needed), the parties shall amend this Declaration to grant additional utility facility easements based upon the actual location of the underground utility facilities as shown in the as-built survey.

Notwithstanding the foregoing, any proposed Utility Plan that is on or would otherwise impact the Phase I property must be consented to in writing by HUD and HUD shall have 60 days to respond from the date any such Utility Plan is received by HUD in the Housing Development Office at 77 West Jackson Blvd, Chicago, Illinois 60604.

## ARTICLE IV Operating Covenants

### 4.01 MAINTENANCE OF UTILITY FACILITY EASEMENTS.

(a) With respect to the easements granted pursuant to Sections 3.04.A, 3.04.E and 3.04.J, the Phase III Owner shall perform and pay for any construction, reconstruction, restoration, installation and/or maintenance of the utility facilities subject to those easements.

(b) With respect to all utility facility easements other than those granted pursuant to Sections 3.04.A, 3.04.E and 3.04.J, the grantee shall perform and pay for any construction, reconstruction, restoration, installation and/or maintenance pursuant to such Easement in a manner as to cause as little disturbance in the use and enjoyment of the affected portion of the Properties and surrounding areas as may be practical under the circumstances. Notwithstanding anything to the contrary herein, the grantee of any Easement affecting any of the Properties or any portion thereof shall restore or replace, at its sole cost and expense, the adversely affected portion of the Properties to the same condition as existed immediately prior to such construction, reconstruction, restoration, installation and/or maintenance. In the event any grantee of an Easement does not perform the foregoing restoration or replacement within sixty (60) days after written notice from the owner of the affected portion of the Properties, the owner of such affected Properties may, at its option, perform, or cause to be performed, the necessary restoration or replacement work, and shall be entitled to recover from the defaulting owner all costs and expenses incurred in connection therewith.



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In connection with the foregoing, the Phase II Owner shall be solely responsible for all construction, reconstruction, restoration, installation, maintenance and repair costs (collectively, the "Utility Expenses") for the easements granted pursuant to Sections 3.04.I and 3.04.K. The Phase I Owner and Phase II Owner shall share equally in the Utility Expenses relating to the easements granted pursuant to Sections 3.04.B, 3.04.C and 3.04.D. The Phase I Owner, Phase II Owner and Phase IV Owner shall share equally in the Utility Expenses relating to the easements granted pursuant to Sections 3.04.F, 3.04.G and 3.04.H.

#### 4.02. MAINTENANCE OF NON-UTILITY FACILITY EASEMENT AREAS.

With respect to all easements other than the utility facility easements granted pursuant to Section 3.04, each Owner shall be responsible for the maintenance, repair or replacement of the easement areas which are located on its property and shall pay the costs associated therewith. Each Owner shall maintain its respective easement area in a good and workmanlike manner.

4.03 INDEMNIFICATION. Each Owner (hereinafter in this Section 4.03, the "Indemnifying Owner") covenants and agrees, at its sole cost and expense, to indemnify and hold harmless each other Owner (hereinafter in this Section 4.03, the "Indemnitee") from and against any and all claims against the Indemnitee for losses, liabilities, damages, judgments, costs and expenses and any actions or proceedings arising therefrom, by or on behalf of any person, firm, corporation or governmental authority arising from: (i) the Indemnifying Owner's use or possession of the Indemnifying Owner's easement area, or (ii) the use, exercise or enjoyment of an Easement by the Indemnifying Owner or its tenants, guests or invitees, and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. So long as HUD is a mortgagee or insures a mortgage on any part of the Phase I Property, the indemnities provided hereunder shall be limited to available insurance proceeds and residual receipts (as defined by the Regulatory Agreement dated as of January 1, 2003 and recorded in the Office of the Cook County Recorder of Deeds as document no. 030135350). In the event that HUD becomes an owner of the Phase I Property or any part thereof, this Section 4.03 shall not be applicable to HUD.

4.04 INSURANCE. Each Owner shall maintain insurance with carriers having a Best's Rating of A or better as provided herein or such greater amounts and on such additional terms as required by their respective partnership agreements or lenders.

(a) The Owners shall each keep their respective properties insured against loss or damage by fire and other risk casualties and hazards as may be insured from time to time by prudent owners of first class residential buildings in an amount at least equal to the full replacement value thereof.

(b) Each Owner shall each maintain comprehensive general liability insurance against claims for personal injury, death or property damage occurring



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in or upon their respective properties. Such insurance shall be in amounts not less than (i) \$1,000,000 for injury or death to a single person, (ii) \$2,000,000 for injury or death in any one occurrence, and (iii) \$1,000,000 for property damage. Each policy shall name the other Owners as an additional insured.

(c) Each Owner shall insure that the property manager(s) retained by such Owner, either jointly or individually, shall maintain insurance coverage of not less than \$1,000,000 Commercial General Liability, \$1,000,000 of Fidelity Bond, \$1,000,000 of Automobile Liability, and Workman Compensation Insurance in the minimum statutory amount. To the extent that the property manager shall retain contractors, subcontractors, and suppliers performing work or providing supplies for work associated with the maintenance, repair, or remodeling of the properties, the property manager shall cause all such vendors to maintain insurance coverage of not less than \$1,000,000 of Commercial General Liability, \$1,000,000 of Automobile Liability, and Workman Compensation Insurance in the minimum statutory amount.

4.05 COMPLIANCE WITH LAWS. The Owners shall:

(a) comply with all laws, rules, orders, ordinances, regulations or requirements now or hereafter enacted or promulgated by the United States, the State of Illinois, the City of Chicago, and any other municipality or governmental agency now or hereafter having jurisdiction over the Buildings and Properties; and

(b) comply with all rules, regulations and requirements of any insurance rating bureau having jurisdiction over the Buildings and Properties or any portion thereof.

## ARTICLE V MISCELLANEOUS

5.01 AMENDMENT. This Declaration may be amended by a written document executed by each Owner and consented to in writing by any mortgagee of any part of the Property and by HUD, so long as HUD is a mortgagee or insures a mortgage on Phase I of the Property, and duly recorded in Cook County, Illinois.

5.02 SEVERABILITY. Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions shall, remain in full force and effect.

5.03 NOTICES. Any notice required or permitted to be given hereunder shall be deemed given when personally delivered, when received by facsimile transmission or

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five days after mailing by United States certified mail return receipt requested, postage prepaid to the party to whom notice is directed at the following addresses:

Phase I Owner: Sawyer Gardens, Inc.  
c/o AIDSCARE, Inc.  
212 E. Ohio Avenue, 5<sup>th</sup> Floor  
Chicago, Illinois 60611-7275

Phase II Owner: Garden View, L.L.C.  
c/o AIDSCARE, Inc.  
212 E. Ohio Avenue, 5<sup>th</sup> Floor  
Chicago, Illinois 60611-7275

Phase III Owner: The Phoenix House LLC  
c/o AIDSCARE, Inc.  
212 E. Ohio Avenue, 5<sup>th</sup> Floor  
Chicago, Illinois 60611-7275

Phase IV Owner: AIDSCARE, Inc.  
Phase V Owner: 212 E. Ohio Avenue, 5<sup>th</sup> Floor  
Chicago, Illinois 60611-7275

With copies to: Applegate & Thorne-Thomsen, P.C.  
322 S. Green Street, Suite 400  
Chicago, Illinois 60607  
Attn: Bill Slalitzky

Copies of any demand or default notices delivered hereunder shall also be provided to all mortgagees of record and to HUD, so long as HUD is a mortgagee or insures a mortgage on any part of the Phase I Property, at the following address:

Department of Housing and Urban Development  
77 West Jackson Blvd.  
Chicago, Illinois 60604  
Attention: Director of Multi-Family Housing  
Project No. 071-HD119/IL06-Q001-005

5.04 CAPTIONS AND RECITALS. The Article and paragraph headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. The Recitals to this Declaration are hereby incorporated into the body of this Declaration and in the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.

5.05 GOVERNING LAW. The parties hereto acknowledge that this Agreement, and all other instruments in connection herewith, have been negotiated,

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executed and delivered in the City of Chicago, County of Cook and State of Illinois. This Agreement and said other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of Illinois including, without limitation, matters affecting title to all real property described herein.

5.06 NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third-party beneficiary (except any mortgagee) under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.

5.07 COUNTERPARTS. This Agreement may be executed in counterparts, each taken together with the other counterparts shall constitute one instrument, binding and enforceable against each signatory to any counterpart instrument

*Signature Page to Follow.*

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IN WITNESS WHEREOF, the Owners have caused this instrument to be executed. Declaration of Covenants and Easements for AIDSCARE, Inc. North Lawndale Campus as of this 30<sup>th</sup> day of March, 2007.

PHASE I OWNER

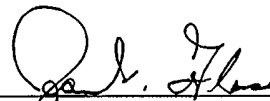
Sawyer Gardens, Inc., an Illinois not for profit corporation

By:   
James V. Flosi, President

PHASE II OWNER

Garden View, L.L.C., an Illinois limited liability company

By: AIDSCARE, Inc., an Illinois not for profit corporation, its sole member

By:   
James V. Flosi, President

PHASE III OWNER

The Phoenix House LLC, an Illinois limited liability company

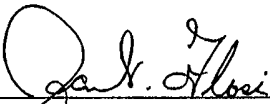
By: AIDSCARE, Inc., an Illinois not for profit corporation, its sole member

By:   
James V. Flosi, President

PHASE IV OWNER

PHASE V OWNER

AIDSCARE, Inc., an Illinois not for profit corporation

By:   
James V. Flosi, President

69401v.8

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

The Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James V. Flosi, as President of Sawyer Gardens, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of March, 2007.



Bridget A. White  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

The Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James V. Flosi, as President of AIDSCARE, Inc., the sole member ("Member") of Garden View, L.L.C., an Illinois limited liability company (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Member on behalf of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of March, 2007.



Bridget A. White  
Notary Public

My Commission Expires: \_\_\_\_\_

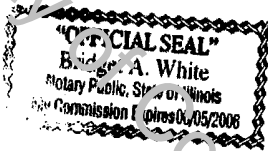


# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
                                          )SS  
COUNTY OF COOK     )

The Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James V. Flosi, as President of AIDSCARE, Inc., the sole member ("Member") of The Phoenix House LLC, an Illinois limited liability company (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Member on behalf of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of March, 2007.



Bridget A. White  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                          )SS  
COUNTY OF COOK     )

The Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James V. Flosi, as President of AIDSCARE, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of March, 2007.



Bridget A. White  
Notary Public

My Commission Expires: \_\_\_\_\_

# UNOFFICIAL COPY

## HUD CONSENT Multi-Family Housing

The United States Department of Housing and Urban Development, in its capacity as:

(i) mortgagee pursuant to the Mortgage from AIDSCARE Residence, Inc. dated as of January 1, 2003, and recorded on January 29, 2003 as document no. 0030135349 in the Cook County Recorder of Deeds Office (the "Recorder's Office"), as amended pursuant to the First Amendment of Mortgage dated September 27, 2004 and recorded September 30, 2004 in the Recorder's Office as document no. 0427441080 (affects Phase I Property);

(ii) as a party with AIDSCARE Residence, Inc., to the Regulatory Agreement dated as of January 1, 2003, and recorded with the Recorder's Office on January 29, 2003 as document no. 0030135350, as amended pursuant to the First Amendment of Regulatory Agreement dated September 27, 2004 and recorded September 30, 2004 in the Recorder's Office as document no. 0427441081 (affects Phase I Property); and

(iii) as a party with AIDSCARE Residence, Inc., to the Use Agreement dated as of January 1, 2003, and recorded with the Recorder's Office on January 29, 2003 as document no. 0030135351, as amended pursuant to the First Amendment of Use Agreement dated September 27, 2004 and recorded September 30, 2004 in the Recorder's Office as document no. 0427441082 (affects Phase I Property); and

hereby consents to the foregoing Declaration of Covenants and Easements for AIDSCARE, Inc. North Lawndale Campus.

United States of America acting by and through the  
Secretary of Housing and Urban Development

By: Veronica Cobena

Name: Veronica Cobena

Title: Director Project Management

# UNOFFICIAL COPY

State of Illinois )  
 ) ss.  
County of Cook )

Before me, a Notary Public, in and for said County and State, on this day appeared Monica Colonar, who is personally well known to me to be the Director, Project Management of HUD, and the person who executed the foregoing instrument by virtue of the authority vested in him/her by section 202 of the Housing Act of 1959 or section 811 of the National Affordable Housing Act, and I having first made known to him/her the contents thereof, he/she did acknowledge the signing thereof to be a free and voluntary act and done on behalf of the Secretary of Housing and Urban Development for the uses, purposes and considerations therein set forth.

Given under my hand and seal of office, this 23<sup>rd</sup> day of MARCH, 2007.

My commission expires:

2/25/09

Deborah Monroe  
Notary Public





# UNOFFICIAL COPY

## ILLINOIS HOUSING DEVELOPMENT AUTHORITY CONSENT

The Illinois Housing Development Authority ("IHDA"), in its capacity as:

(a) mortgagee pursuant to the Mortgage, Security Agreement and Assignment of Rents and Leases by AIDSCARE Residence II, LLC, dated as of January 1, 2004, and recorded in the Recorder's Office on January 7, 2004 as document no. 0400732219, as modified by the Loan Modification Agreement (the "Modification Agreement") dated as of September 24, 2004 between AIDSCARE Residence II, LLC and IHDA and recorded on September 30, 2004 with the Recorder's Office as document no. 0427441078 (affects Phase II Property);

(b) a party with AIDSCARE Residence II LLC to the Regulatory Agreement dated as of January 1, 2004 and recorded in the Recorder's Office on January 7, 2004 as document no. 0400732218, as modified by the Modification Agreement, and as further amended by the Amendment among IHDA, AIDSCARE, Inc. and AIDSCARE LLC dated as of July 28, 2005, and recorded with the Recorder's Office on July 28, 2005 as document no. 0520903074 (affects Phase II Property);

(c) a party with The Phoenix House LLC to the Illinois Affordable Housing Tax Credit Regulatory Agreement dated and recorded concurrently herewith;

hereby consents to the foregoing Declaration of Covenants and Easements for AIDSCARE, Inc. North Lawndale Campus.

ILLINOIS HOUSING DEVELOPMENT  
AUTHORITY

By: 

Name: Jane R. Bilger

Title: Assistant Executive Director <sup>RM</sup>

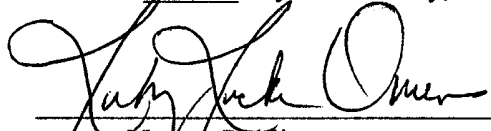
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Jane R. Bilger, personally known to me to be the Assistant Executive Director of the Illinois Housing Development Authority ("IHDA") and the same person in whose name the above Consent is executed, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, and as the free and voluntary act of IHDA for the uses and purposes therein set forth.

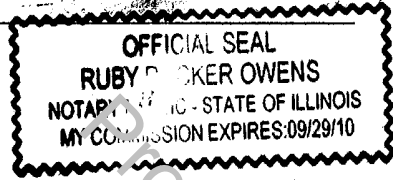


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GIVEN under my hand and Notarial Seal this 21st day of February, 2007.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



Property of Cook County Clerk's Office



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## CITY OF CHICAGO DEPARTMENT OF PUBLIC HEALTH CONSENT

The City of Chicago, through its Department of Public Health, in its capacity as

(a) mortgagee pursuant to the Junior Mortgage, Security Agreement and Financing Statement by AIDSCARE Residence II, LLC dated as of January 1, 2004 and recorded with the Recorder's Office on January 7, 2004 as document no. 0400732221, as amended by the First Amendment to Mortgage, Security Agreement and Financing Statement dated as of September 27, 2004 and recorded with the Recorder's Office on September 30, 2004 as document no. 0427441079 (affects Phase II Property); and

(b) mortgagee pursuant to the Junior Mortgage, Security Agreement and Financing Statement by The Phoenix House LLC in favor of the City through its Department of Public Health dated and recorded concurrently herewith (affects Phase III Property);

hereby consents to the foregoing Declaration of Covenants and Easements for AIDSCARE, Inc. North Lawndale Campus.

City of Chicago

By: Terry Mason

Name:

Commissioner, Department of Public Health

STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

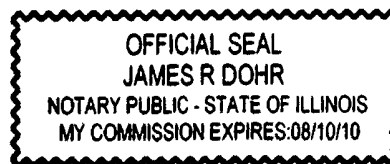
The undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT TERRY MASON personally known to me to be the Commission of the Department of Public Health of the City of Chicago ("City") and the same person in whose name the above Consent is executed, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of the City for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30<sup>th</sup> day of March, 2007.

James R. Dohr  
Notary Public

My Commission Expires:

10 Aug 2010



# UNOFFICIAL COPY

## CITY OF CHICAGO DEPARTMENT OF HOUSING CONSENT

The City of Chicago, through its Department of Housing, in its capacity as

(a) mortgagee pursuant to the Mortgage, Security Agreement and Financing Statement by The Phoenix House LLC in favor of the City through its Department of Housing dated and recorded concurrently herewith (affects Phase III Property); and

(b) a party with The Phoenix House LLC to each of the Regulatory Agreement dated and recorded concurrently herewith and the Assignments of Leases and Rents dated and recorded concurrently herewith (affects Phase III Property).

hereby consents to the foregoing Declaration of Covenants and Easements for AIDSCARE, Inc. North Lawndale Campus.

City of Chicago

By: 

John Markowski,  
Commissioner, Department of Housing

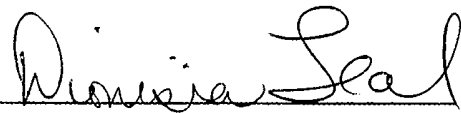
STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

The undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT John Markowski, personally known to me to be the Commission of the Department of Housing of the City of Chicago ("City") and the same person in whose name the above Consent is executed, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of the City for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30<sup>th</sup> day of March, 2007.

  
Notary Public

My Commission Expires: 03/01/2009



# UNOFFICIAL COPY

## CITY OF CHICAGO DEPARTMENT OF PLANNING AND DEVELOPMENT CONSENT

The City of Chicago, through its Department of Planning and Development, in its capacity as

(a) a party with AIDSCARE, Inc. to the Agreement for the Sale and Redevelopment of Land dated as of 20374917, as amended pursuant to the Amendment to Agreement for the Sale and Redevelopment of Land (Including Subordination Provisions) dated as of January 1, 2003 and recorded on January 29, 2003 as document no. 0030135353 (affects Phase I Property);

(b) a party with AIDSCARE, Inc. to the Agreement for the Sale and Redevelopment of Land dated as of December 22, 2001 and recorded in the Cook County Recorder of Deeds as document no. 20374918, as amended pursuant to the Amendment to Agreement for the Sale and Redevelopment of Land (Lots 20 and 38) dated as of January 1, 2004 and recorded on January 7, 2004 as document no. 0400732215, as subsequently amended (affects Phase II Property); and

(c) a party with AIDSCARE, Inc. to the Agreement for the Sale and Redevelopment of Land dated as of June 19, 2003 and recorded as document no. 0318407006, as amended pursuant to the Amendment to Agreement for the Sale and Redevelopment of Land (Lots 17, 18, 19 and 22) dated as of January 1, 2004 and recorded on January 7, 2004 as document no. 0400732213, as subsequently amended by the Second Amendment to Agreement for the Sale and Redevelopment of Land dated and recorded concurrently herewith (affects Phase II Property, Phase III Property and Phase IV Property).

hereby consents to the foregoing Declaration of Covenants and Easements for AIDSCARE, Inc. North Lawndale Campus.

City of Chicago

By: Ann S. Healey

Name:

Commissioner, Department of Planning and  
Development:

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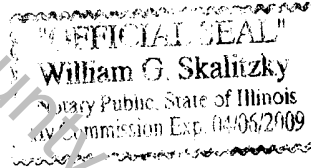
STATE OF ILLINOIS                    )  
                                                  ) SS.  
COUNTY OF COOK                    )

The undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Lori T. Healey, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago ("City") and the same person in whose name the above Consent is executed, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of the City for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of March, 2007.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:











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## EXHIBIT A-1

### Legal Description of Phase I Property

#### Parcel 1

LOTS 11 THROUGH 16 IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ AND THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1215-1227 South Sawyer Avenue, Chicago, Illinois 60623

Permanent Index Numbers:	16-23-207-005	16-23-207-008
	16-23-207-006	16-23-207-009
	16-23-207-007	16-23-207-010

#### Parcel 2

THE WEST HALF OF THE 16.0 FOOT WIDE PUBLIC ALLEY LYING EAST OF AND ADJOINING THE WEST LINE OF LOTS 11, 12, 13, 14, 15 AND 16, AND LYING WEST OF AND ADJOINING THE EAST LINE OF LOTS 41, 42, 43, 44, 45 AND 46, AND LYING NORTH OF THE SOUTH LINE OF LOT 41 EXTENDED WESTERLY, AND LYING SOUTH OF THE NORTH LINE OF LOT 46 EXTENDED WESTERLY, IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ AND THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: Vacated public alley adjacent to 1215-1227 South Sawyer Avenue, Chicago, Illinois 60623

Permanent Index Numbers:	16-23-207-005	16-23-207-008
	16-23-207-006	16-23-207-009
	16-23-207-007	16-23-207-010

# UNOFFICIAL COPY

## EXHIBIT A-2

### Legal Description of Phase II Property

#### Parcel 1

LOTS 17, 18, 19, 20, 21, 22, 36, 37 AND 38 IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ AND THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1229-1241 South Sawyer Avenue, Chicago, Illinois, and  
1234-38 South Kedzie Avenue, Chicago, Illinois

Permanent Index Numbers: 16-23-207-011  
16-23-207-012  
16-23-207-013  
16-23-207-014  
16-23-207-015  
16-23-207-028  
16-23-207-029  
16-23-207-030  
16-23-207-037

#### Parcel 2

THE 16.0 FOOT WIDE PUBLIC ALLEY LYING EAST OF AND ADJOINING THE WEST LINE OF LOTS 17, 18, 19, 20, 21, 22, AND LYING WEST OF AND ADJOINING THE EAST LINE OF LOTS 35, 36, 37, 38, AND LYING NORTH OF THE SOUTH LINE OF LOT 35 EXTENDED WESTERLY, AND LYING SOUTH OF THE NORTH LINE OF LOT 38 EXTENDED WESTERLY, IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ AND THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

Commonly known as Vacated public alley adjacent to 1229-1241 South Sawyer Avenue, Chicago, Illinois, and 1234-38 South Kedzie Avenue, Chicago, Illinois

Permanent Index Numbers: 16-23-207-011  
16-23-207-012  
16-23-207-013  
16-23-207-014  
16-23-207-015  
16-23-207-028  
16-23-207-029  
16-23-207-030  
16-23-207-037

Property of Cook County Clerk's Office



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## EXHIBIT A-3

### Legal Description of Phase III Property

LOTS 23 THROUGH 28, BOTH INCLUSIVE, AND THE WEST 62.5 FEET OF LOTS 29 THROUGH 34, BOTH INCLUSIVE, AND THE NORTH AND SOUTH 16 FOOT VACATED PUBLIC ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 29 THROUGH 34, BOTH INCLUSIVE, LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 23 THROUGH 28, BOTH INCLUSIVE, LYING SOUTH OF THE NORTH LINE OF LOT 34 EXTENDED WESTERLY AND LYING NORTH OF THE SOUTH LINE OF LOT 29 EXTENDED WESTERLY IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1251 S. Sawyer Avenue, Chicago, Illinois

PINS:           16-23-207-017  
                  16-23-207-020  
                  16-23-207-036  
                  16-23-207-038  
                  16-23-207-032 (part of)  
                  16-23-207-033 (part of)  
                  16-23-207-034 (part of)  
                  16-23-207-035 (part of)

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## EXHIBIT A-4

### Legal Description of Phase IV Property

#### Parcel 1

LOTS 39, 40, 41, 42, 43, 44, 45 AND 46 IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ AND THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1214-1232 South Kedzie Avenue, Chicago, Illinois

Permanent Index Numbers: 16-23-207-021  
16-23-207-022  
16-23-207-023  
16-23-207-024  
16-23-207-025  
16-23-207-026  
16-23-207-027

#### Parcel 2

THE EAST HALF OF THE 16.0 FOOT WIDE PUBLIC ALLEY LYING EAST OF AND ADJOINING THE WEST LINE OF LOTS 11, 12, 13, 14, 15 AND 16, AND LYING WEST OF AND ADJOINING THE EAST LINE OF LOTS 39, 40, 41, 42, 43, 44, 45 AND 46, AND LYING NORTH OF THE SOUTH LINE OF LOT 39 EXTENDED WESTERLY, AND LYING SOUTH OF THE NORTH LINE OF LOT 46 EXTENDED WESTERLY, IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ AND THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as Vacated public alley adjacent to 1214-1232 South Kedzie Avenue, Chicago, Illinois

# UNOFFICIAL COPY

Permanent Index Numbers: 16-23-207-021  
16-23-207-022  
16-23-207-023  
16-23-207-024  
16-23-207-025  
16-23-207-026  
16-23-207-027

Property of Cook County Clerk's Office

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## EXHIBIT A-5

### **Legal Description of Phase V Property**

LOTS 29, 30, 31, 32, 33 AND 34, EXCEPT FOR THE WEST 62.5 FEET OF EACH LOT, IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ AND THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1242-1256 S. Kedzie Avenue, Chicago, Illinois

Permanent Index Numbers: 16-23-207-032 (part of)  
16-23-207-033 (part of)  
16-23-207-034 (part of)  
16-23-207-035 (part of)

Property of Cook County Clerk's Office

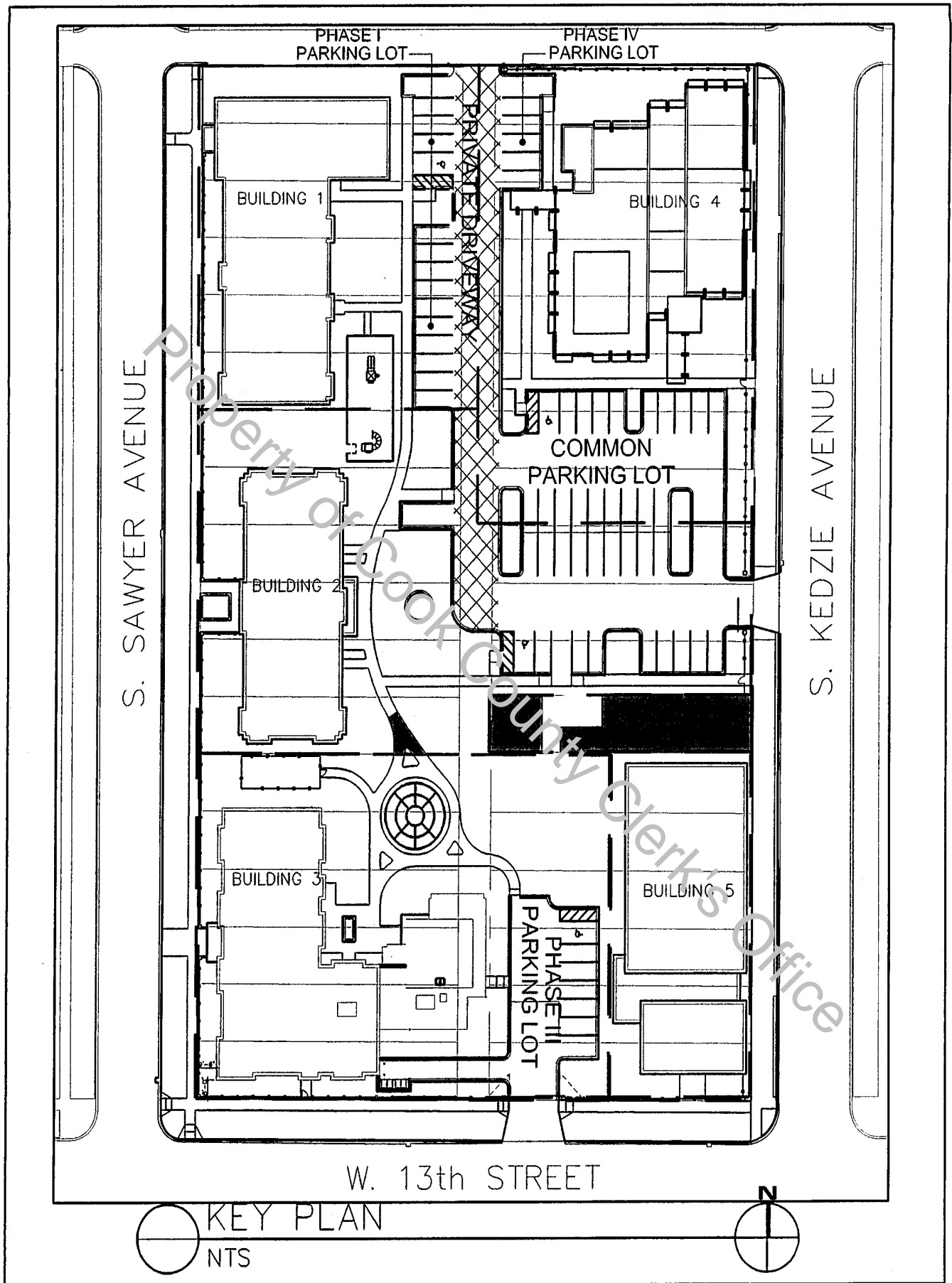
# UNOFFICIAL COPY

EXHIBIT B

Site Plan

Property of Cook County Clerk's Office

# UNOFFICIAL COPY



KEY PLAN  
NTS

## AIDSCARE

North Lawndale Campus SRO Apartments  
 1251 South Sawyer Chicago, IL 60623  
 Project No. 20060-c January 4, 2007



## HARLEY ELLIS DEVEREAUX

401 WEST SUPERIOR PHONE: 312 951 8863  
 CHICAGO IL 60610 FAX: 312 951 1719  
 Effective January 1 2006 HarleyEllis and Fields Devereaux  
 have merged as Harley Ellis Devereaux



# UNOFFICIAL COPY

EXHIBIT C

ALTA SURVEY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

EXHIBIT D

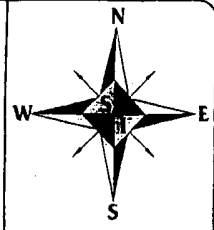
Utility Survey

69401v.8

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

SUBSURFACE UTILITY SURVEY  
AIDSCARE, INC.  
NORTH LAWNDALE  
CAMPUS



NORTH REFERENCE IS BASED ON A PLAT OF SURVEY PREPARED BY GLEN D. KRACHLAND SURVEYOR, INC., PLS 3082, FOR AIDSCARE, INC. DATED 11/02/06

### GENERAL NOTES

- DIGGER (312-744-7000) shall be called at least 48 Hours prior to any excavation work.
- All work done by Contractor/Installer (or its Sub-Contractors) pursuant to this drawing shall:
  - Conform to the governing contract documents.
  - Be performed exclusively by its trained, competent personnel or - where permitted - that of its sub-contractors.
- Contractor/Installer shall take all appropriate precautions and shall comply with all applicable safety laws/regulations, and practices to ensure the safety of all people located or present on the work site, including but not limited to the Owner's personnel, designated representatives, residents, tenants, and the Contractor/Installer's personnel (or that of its Sub-Contractors) performing the work.

### SUE (SUBSURFACE UTILITY ENGINEERING) NOTES

- In accordance with the applicable sections of CHASCE 38-02, "The Standard Guidelines for the Collection & Depiction of Existing Subsurface Utility Data", the SUE Quality Levels are defined as follows:
  - Level "A" develops detailed 3-dimensional utility information through non-destructive vacuum excavation techniques.
  - Level "B" compiles and records 2-dimensional utility information through a variety of medium geophysical prospecting and surveying techniques.
  - Level "C" gathers utility data by surveying and plotting visible utility exposures and correlating them with existing utility records.
  - Level "D" obtains data through interviews and/or by research and collection of available utility records.
- All utility information shown herein conforms to Quality Level "B" unless otherwise noted otherwise.
- The utility lines are depicted only within the field designating limits specified in this drawing. The line continuation and/or any end points of those utility lines are not indicated unless noted otherwise.
- Quality Level "D" information was obtained from existing records prepared by others and may not be accurate, complete, or reliable. GVL Group and its Sub-Contractors expressly disclaim responsibility for the quality, accuracy, completeness or reliability of the Level "D" data.
- GVL Group and its Sub-Contractors also disclaim responsibility or liability for any present or future cracks, collapses, or damages associated with any utilities not included in this work scope and/or with any unknown utility lines present inside or outside of the search area.
- Every attempt has been made to research utility data available. Utilities with no utility data can always exist and go undetected by geophysical prospecting and surveying techniques until they are exposed by construction. If any construction or maintenance work is proposed within the project area, it is recommended that three-dimensional Quality Level "A" (which accuracy) is obtained by Non-Destructive Vacuum Locating Service. To that end, test holes would be vacuum-excavated in order to expose, verify, and record exact location of the utilities that otherwise may not be detectable on the Quality Level "B", "C", or "D".

### SURVEYOR NOTES:

- Unless otherwise noted, utility lines depicted represent field designating limits and not end points of the utilities.
- Mapping of the utilities shown herein was performed by Shawnee Survey & Consulting, Inc. as located by GVL Group and its sub-contractors.
- The base map shown in greyscale herein is part of a Plat of Survey prepared by Glen D. Krachland Surveyor, Inc., PLS 3082, for AidsCare Inc. dated 11/02/06.

### Can Ed

LINE "1" (Red)  
3" conduit starts from the southern utility pole, passes the northern pole 3'-0" west, runs straight north, turns approx. 3'-0" south of the chain link fence, continues west, passes approx. 1'-0" south of the west gate post, enters the transformer 6'-0" north of the SE corner of the transformer pad. Transformer is labeled as "4380801" and "208 Y 120".

LINE "2" (Red)  
3" conduit starts from the northern utility pole, runs north, turns NE approx. 25'-0" south of the fence line, continues toward the larger building, and runs up the wall approx. 1'-6" west of the SBC pedestal.

LINE "3" (Red)  
5" conduit starts from the northern utility pole, runs north, turns approx. 5'-0" south of the fence line, crosses Conduit "2" approx. 11'-0" south of the fence line and 1'-0" east of the east face of the smaller building, turns south toward the transformer, enters the transformer approx. 0'-8" east of the NW corner of the transformer pad. Transformer is labeled as "4380803".

LINE "4" (Red)  
Line starts 2'-0" south of the NE corner of the transformer pad, runs east, turns NE, it is 13'-6" south of the SE corner of Building 2 when crossing the fence line, then runs north, 8'-4" east of the east face of Building 2 and turns west 41'-8" north of the SE building corner.

LINE "5" (Red)  
Line exits Building 2 approx. 42'-0" north of the SE building corner, turns north, then follows the new sidewalk northeast and then continues straight north. It runs 3'-0" east from the NE corner of Building 1, turns east and enters the building at the NE building corner (north face of the building).

LINE "6" (Red)  
Two (2) parallel lines start in conduit drops at a utility pole on the north side of an alley north of Building 1, cross the alley approx. 45'-8" west of the NE building corner, turn east approx. 3'-8" north of the building and then continue east along the building (approx. 6'-8" north of the building) and finally enter the building in 2 conduits approx. 8'-0" west of the NE building corner.

LINE "7" (Red)  
The line starts at the NE corner of Building 1 and feeds sprinkler heads along the north and the east side on Building 1.

### SBC

LINE "1" (Orange)  
Line starts in 4" conduit from the northern utility pole, 6" east of ConEd line "1", crosses over to the west approx. 35' south of the fence line, then turns west approx. 11'-0" south of the fence line. It approx. 2'-0" south of the east gate post, then approx. 2'-8" south of the west gate post, turns SW approx. 9'-0" south of the fence line and continues into the SBC pedestal, where it is installed in a 4" conduit again.

LINE "2" (Orange)  
Line starts in the SBC pedestal as exposed cable (no conduit), runs southwest to west, approx. 20'-0" south of the fence line turns north, runs approx. 6'-0" east of the new iron fence, then farther north it is 4'-0" east of the iron fence, turns southwest into a conduit entry into Building 2, approx. 5'-0" south of the doorway corner.

LINE "3" (Orange)  
Line starts in a 3" conduit at the SBC pedestal adjacent to Building 2, runs along the fence line, approx. 3'-0" south, then turns north into a SBC pedestal adjacent to the larger old building.

LINE "4" (Orange)  
Line starts in a 3" conduit at pedestal adjacent to Building 2 and runs northeast in an arc across the driveway, passes 5'-0" east of the manhole in the pavement and enters the SBC pedestal on the east side of the drive.

LINE "5" (Orange)  
Line starts in the pedestal on the east side of the drive (approx. 3'-0" east of the fence line), runs approx. 16'-0" south, turns west and crosses the drive, turns north and continues straight to the NE corner of Building 1, where it is approx. 3'-0" east of the building face. Then the line turns west and continues along the north building elevation approx. 8'-0" north of the building and finally enters Building 1 approx. 30'-8" east of the NW building corner.

### Concast

LINE "1" (Marked in Maroon w/ Orange Dot, Depicted in Purple in the Drawing)  
Line starts in a 4" conduit, runs north, turns west approx. 2'-8" south of the fence line, is within 0'-3" of the east gate post and 1'-0" south of the west gate post, turns southwest approx. 4'-8" south of the fence line adjacent to the SE corner of Building 2, and enters Concast pedestal in a 4" conduit (please note that the pedestal cover detected by others was flat on the ground).

LINE "2" (Marked in Maroon w/ Orange Dot, Depicted in Purple in the Drawing)  
Line starts in a 2" conduit at the Concast pedestal adjacent to Building 2, runs southwest, closely following the SBC Line "2" only 0'-6" north of it, then turns north and runs again parallel with the SBC line, only 0'-6" east of it, then turns east, crosses the SBC Line "2" approx. 6'-0" south of the south edge of the concrete sidewalk at the Building 2 entry, and finally enters building 2'-0" south of the building entrance.

LINE "3" (Marked in Maroon w/ Orange Dot, Depicted in Purple in the Drawing)  
Line starts in a 3" conduit in the Concast pedestal adjacent to Building 2, runs northeast. Turns east and crosses the fence line (it is approx. 1'-0" north of the fence line in the middle of the gate, then 0'-8" north of the east gate post, continues approx. 2'-8" north of the fence line adjacent to the smaller old building, turns north approx. 3'-0" south on the fence line and enters the Concast pedestal adjacent to the east old building in a 3" conduit.

LINE "4" (Overhead)  
This line runs overhead across the alley north of the Building 1 from a utility pole and enters the building.

### Water

LINE "1" (Blue)  
Water service line to Building 1 comes to the property from a water main in Sawyer Ave. It is situated approx. 3'-0" north and parallel with the alley north of Building 1 and then turns south to enter the building approx. 28'-0" east of the NW building corner.

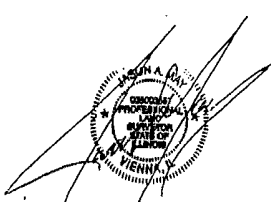
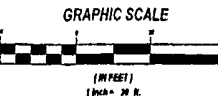
LINE "2" (Blue)  
Water service line to Building 2 comes to the property from a Sawyer Ave. water main. It runs at angle - a shut off valve in the pathway is approx. 7'-0" south of the point where the line enters the building. The point of entry is approx. 30'-0" south of the NW building corner.

### Gas

LINE "1" (Yellow)  
Gas service line to Building 1 runs east on the gas main in Sawyer Ave., approx. 0'-8" north of the building face and then turns south and enters the building at gas meter installed approx. 28'-0" east of the NW building corner.

LINE "2" (Yellow)  
Gas service line to Building 2 runs east from the gas main in Sawyer Ave. and enters the building at gas meter installed approx. 14'-0" south of the building entrance, where also the SBC Line "2" and Concast Line "2" are situated.

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**Shawnee Survey & Consulting, Inc**  
Surveyors & Engineers

Vienna Office:  
P.O. Box 1125  
104 South 4th Street  
Tel: 618-658-6065  
Fax: 618-658-9190

Marion Office:  
P.O. Box 1818  
906 West DeYoung Street  
Tel: 618-993-2412  
Fax: 618-993-9893

**GVL GROUP, INC.**  
127 S. Highland Avenue  
Lombard, IL 60148-3044  
Tel: 630-953-2498

**SUBSURFACE UTILITY SURVEY**  
AIDSCARE, INC.  
NORTH LAWNDALE CAMPUS

PATH: S:\2006\COOR\2006-112\2006-112.DWG

REV. #	DATE	DESCRIPTION

DRAWN BY: JASON MAY  
DATE: 4/1/2008  
CHECKED BY: MR. GAVETT  
SCALE: 1" = 30'  
JOB NO.: 2006-112  
SHEET: 1 of 1

**DRAWING STATUS**  
 PRELIMINARY DRAWING  
 FINAL DRAWING

REQUESTED BY:

GVL GROUP, INC.  
FOR AIDSCARE, INC.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

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