

3/27/2014

20-R-14

A RESOLUTION

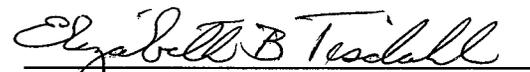
**Authorizing the City Manager to Execute an Easement Agreement
with Chiaravalle Montessori School**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:**

SECTION 1: The City Manager is hereby authorized to execute the Declaration of Easements attached hereto as Exhibit 1, the terms are incorporated herein by reference, with the Chiaravalle Montessori School, an Illinois not-for-profit corporation, for the purpose of permitting certain utilities to be installed below the City's park property commonly known as "Currey Park" and to further define the construction easement granted to Chiaravalle Montessori School.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Easement Agreement as he may determine to be in the best interests of the City.

SECTION 3: That this Resolution 20-R-14 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: April 8, 2014

EXHIBIT 1

Declaration of Easements

This document was prepared by
and after recording should be
returned to:

Steven D. Friedland
Applegate & Thorne-Thomsen, P.C.
322 S. Green Street, Suite 400
Chicago, Illinois 60607

DECLARATION OF EASEMENTS

This Declaration of Easements (this "**Declaration**") is made as of the ___ day of _____, 2014, by and between The City of Evanston, a home rule unit of local government located in Cook County, Illinois (the "**City**"), and Chiaravalle Montessori School, an Illinois not-for-profit corporation ("**Grantee**").

WITNESSETH:

WHEREAS, Grantee is the owner of that certain property commonly known as 425 Dempster Street, Evanston, Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "**Benefited Property**"); and

WHEREAS, the City owns record title to Currey Park which is directly adjacent to the Benefited Property and which is more particularly described on Exhibit B attached hereto and made a part hereof (the "**City Property**"); and

WHEREAS, the City and Grantee executed that certain Declaration of Easements dated as of April 28, 2010 and recorded in the Office of the Cook County Recorder of Deeds on April 30, 2010 as Document Number 1012031063 (the "**2010 Easement**") whereby the City granted certain easements under, over and through the City Property for the benefit of Grantee and the Benefited Property; and

WHEREAS, the 2010 Easement granted Grantee a storm water easement under, over and through the Storm Water Easement Area (as such term is defined in the 2010 Easement) to be located in an area to be designated by Grantee at such time as Grantee proceeds with the development of future improvements on the Benefited Property; and

WHEREAS, Grantee is prepared to commence construction of such future improvements and has designated the location of the Storm Water Easement Area; and

WHEREAS, Grantee has requested that the City grant certain additional easements for the benefit of Grantee and the Benefitted Property and the parties have agreed to amend 2010 Easement relating to Section 1 *Maintenance and Construction Easement*.

To that end, the parties hereto agree as follows:

1. Any conflicts between the 2010 Easement and this Easement Agreement, this Easement Agreement will prevail and dictate.
2. **Covenants by Grantee.** Grantee represents that it will follow all State of Illinois JULIE guidelines, and all other local, state, federal laws and regulations. The City is not responsible for ensuring that the Grantee follows said guidelines and laws. Grantee warrants that it will obtain all necessary permits, including right-of-way permits, necessary prior to commencing construction or any maintenance activities requiring said permits. The construction and installation of the utilities and addition to the school shall be in accordance with plans and specifications therefore prepared at the Grantee's expense and supplied to the City by the Grantee. No work shall commence until said plans and specifications have been approved in writing by the Director of Public Works and the Utilities Director. Grantee shall construct, install, operate, maintain, all utility improvements in a good and workmanlike manner at its sole cost, risk, and expense.
3. **Construction and Installation of Utilities.** The construction and installation of the utilities contemplated herein (Storm Water, Water, and Geothermal) by the Grantee on City Property shall be done to the satisfaction of the City Engineer. Grantee shall complete construction and installation of the utilities and shall restore the surface of City Property to the Restored Condition (defined below) (collectively the "**Utility Work**") by August 1, 2015. If the Utility Work is not completed by August 1, 2015, then the City will send a written notice (the "**Notice**"), subject to Force Majeure (as defined in Section 8, below) stating that Grantee must complete such Utility Work within forty-five (45) days of receipt of the Notice and will be assessed a daily fine in the amount \$75.00 for each day beyond August 1, 2015, that Grantee has not completed the Utility Work. As used herein, the term "**Force Majeure**" shall mean labor disputes, acts of God, moratoriums, war, riots, insurrections, civil commotion, a general inability to obtain labor or materials or reasonable substitutes for either, fire, unusual delay in transportation, severe and adverse weather conditions preventing performance of the Utility Work, unavoidable casualties, unforeseeable acts or failures to act by any governmental entity, quasi-governmental entity and/or utility company or their respective agents or employees (including but not limited to the failure to install utility improvements), unforeseeable governmental, quasi-governmental or utility company restrictions, regulations or controls including the inability to obtain the necessary approvals necessary to complete, among other things, the

Utility Work and delays caused by the breach of this Easement Agreement or default under this Easement Agreement by City.

4. **Storm Water Easement.** The City and Grantee hereby agree that the Storm Water Easement Area is designated and granted under, over and through that portion of the City Property shown on **Exhibit C**, attached hereto and made a part hereof. The Storm Water Easement shall include the right to enter in a reasonable manner upon adjacent and contiguous property outside of the Storm Water Easement as shall be reasonable and necessary for the purpose of access to the Storm Water Easement to exercise the rights and perform the obligations as set forth herein, but only upon the written consent of the City, which shall not be unreasonably withheld. Any future maintenance shall be done in an expeditious manner to minimize any disruption to enjoyment of the City Property. Should Grantee fail to maintain, repair and replace the storm water line(s) and such failure shall adversely affect the City Property or endanger persons using the City Property, then the City shall have the right, but not the obligation, upon ten (10) days prior written notice to Grantee (except in the case of emergency where subsequent notice shall be permitted), to maintain, repair and/or replace the storm line. Grantee shall reimburse the City for the City's reasonable costs and expenses, including attorney's fees and expenses, arising out of the City's maintenance, repair or replacement of the storm water line undertaken in accordance with this Section 4. Grantee acknowledges and agrees that Section 11 *Indemnification* in this Agreement is also applicable to any and all damage to the storm water line installed on and below surface of City Property and Grantee shall indemnify the City from any damage to the storm water line arising from any actions of the City, its contractors, and subcontractors during the restoration of the park and any future maintenance and repair activities on the City Property.

5. **Geothermal Easement.** The City hereby grants to Grantee a non-exclusive easement under, over and through that portion of the City Property shown on **Exhibit D**, attached hereto and made a part hereof, for the privilege and right to install, maintain, repair and replace a geothermal "loop" system serving the Benefitted Property, including associated facilities, equipment and piping (the "**Geothermal Easement**"). The Geothermal Easement shall include the right to enter in a reasonable manner upon adjacent and contiguous property outside of the Geothermal Easement as shall be reasonable and necessary for the purpose of access to the Geothermal Easement to exercise the rights and perform the obligations as set forth herein, but only upon the written consent of the City, which shall not be unreasonably withheld. Any future maintenance shall be done in an expeditious manner to minimize any disruption to enjoyment of the City Property. Grantee shall perform, at its sole cost and expense, any installation, maintenance, repair and replacement of the geothermal "loop" system (the "**Geothermal Facilities**"). Should Grantee fail to maintain, repair and replace the Geothermal Facilities and such failure shall adversely affect the City Property or endanger persons using the City Property, then the City shall have the right, upon ten (10) days prior written notice to Grantee (except in the case of emergency where subsequent notice shall be permitted), to maintain, repair and/or replace the

Geothermal Facilities. Grantee shall reimburse the City for the City's reasonable costs and expenses, including any attorney's fees and expenses, arising out of the City's maintenance, repair or replacement of the Geothermal Facilities undertaken in accordance with this Section 5. Grantee acknowledges and agrees that Section 11 *Indemnification* in this Agreement is also applicable to any and all damage to the Geothermal Facilities installed on and below surface of City Property and Grantee shall indemnify the City from any damage to the Geothermal Facilities arising from any actions of the City, its contractors, and subcontractors during the restoration of the park and any future maintenance and repair activities on the City Property.

6. **Water Easement.** The City hereby grants to Grantee a non-exclusive easement under, over and through that portion of the City Property shown on **Exhibit E**, attached hereto and made a part hereof, for the purpose of installing, maintaining, repairing and replacing a water line serving the Benefitted Property (the "**Water Easement**"). The Water Easement shall include the right to enter in a reasonable manner upon adjacent and contiguous property outside of the Water Easement as shall be reasonable and necessary for the purpose of access to the Water Easement to exercise the rights and perform the obligations as set forth herein, but only upon the written consent of the City, which shall not be unreasonably withheld. Any future maintenance shall be done in an expeditious manner to minimize any disruption to enjoyment of the City Property. Grantee shall perform, at its sole cost and expense, any installation, maintenance, repair and replacement of the water line. Should Grantee fail to maintain, repair and replace the water line and such failure shall adversely affect the City Property or endanger persons using the City Property, then the City shall have the right, upon ten (10) days prior written notice to Grantee (except in the case of emergency where subsequent notice shall be permitted), to maintain, repair and/or replace the water line. Grantee shall reimburse the City for the City's reasonable costs and expenses, including attorney's fees and expenses, arising out of the City's maintenance, repair or replacement of the water line undertaken in accordance with this Section 6. Grantee acknowledges and agrees that Section 11 *Indemnification* in this Agreement is also applicable to any and all damage to the water line installed on and below surface of City Property and Grantee shall indemnify the City from any damage to the water line arising from any actions of the City, its contractors, and subcontractors during the restoration of the park and any future maintenance and repair activities on the City Property.

7. **Maintenance and Construction Easement.** The Parties hereby amend Section 1 "*Maintenance and Construction Easement*" of the 2010 Easement by fully replacing the existing language with the following:

Maintenance and Construction Easement.

(a) **Construction Easement.** The City hereby grants and conveys to Grantee, and Grantee's contractors, subcontractors, agents, employees, and representatives, an exclusive construction easement ("**Construction Easement**") to enter in, upon,

under and across that portion of the City Property depicted in Exhibit F (the “**Construction Easement Area**”). All costs related to the construction of the addition to the school located on the Benefitted Property shall be sole responsibilities of Grantee. The Construction Easement shall terminate on the earlier of the (a) date that Grantee completes construction of the addition to the school or (b) August 1, 2015 (the “**Construction Easement Term**”). The Construction Easement shall include the right of Grantee to (i) stage construction materials and equipment used in connection with the maintenance, repair, replacement and construction of improvements located on the Benefitted Property and (ii) to enter upon such portions of the City Property as may be reasonable and necessary to effectuate the purpose of the Construction Easement.

If the Grantee has not vacated City Property and restored the City Property to the Restored Condition prior to the expiration of the Construction Easement Term, subject to Force Majeure (as defined in Section 2), then the City will send a Notice stating that Grantee must complete all remaining construction work within forty-five (45) days of receipt of the Notice and will be assessed a daily fine in the amount \$75.00 for each day beyond August 1, 2015, that Grantee has not completed the work and restored the City Property to a similar condition prior to the commencement of construction.

(b) Maintenance Easement. The City hereby grants and conveys to Grantee, and Grantee’s contractors, subcontractors, agents, employees, and representatives, a non-exclusive easement under, over, and through the City Property for the purpose of allowing Grantee to maintain and repair the school building on the Benefitted Property, limited to minor maintenance and repairs (tuckpointing, painting, clearing of dirt/rubbish, etc.). Major repairs and maintenance activities in which the City Property will be occupied for a period longer than five (5) days but less than thirty (30) days must be approved by the City Manager, which approval will not be unreasonably withheld, delayed or conditioned. Major repairs and maintenance activities in which the City Property will be occupied for a period longer than thirty (30) days must involve a separate easement agreement to be executed and negotiated between the parties. At least thirty (30) days prior to Grantee’s use or occupation of any of the City Property for maintenance activities (except in the case of emergency repairs where subsequent notice shall be permitted), Grantee shall send written notice to the City Manager detailing the scope and manner of Grantee’s use and occupation of the City Property. Grantee shall use all reasonable efforts to minimize Grantee’s use of the City Property for minor maintenance activities.

8. Restoration of Easement Area. Subsequent to the completion of the Utility Work and upon the expiration of the Construction Easement Term, Grantee shall restore the City Property in conformance with the drawings and specifications associated with the approved permit drawings for the construction of the future improvements on the Benefitted Property and the installation of the utilities contemplated herein (storm water, geothermal, and water) which drawings and specifications provide for the restoration of the City Property to generally the

same grade that existed prior to any of Grantee's construction (the "**Restored Condition**"). Thereafter, in the event Grantee damages or disturbs any portion of the City Property in its exercise of the easement rights granted by this Declaration, Grantee shall restore in a timely manner, at its sole cost and expense, such portion of the City Property to a condition as good as that which existed prior to such damage or disturbance.

9. **Notice.** Any notice required by this Declaration shall be in writing and addressed to the other party at the address set forth in the signature block for this Declaration. Any notice shall be given by either: (i) personal delivery in which event it shall be deemed given on the date of delivery; or (ii) certified mail return receipt requested in which event it shall be deemed given three (3) business days after the date deposited in any post office, branch post office, or official depository; or (iii) via nationally recognized overnight delivery carrier in which event it shall be deemed given one (1) business day after the date deposited for timely next day delivery with such carrier.
10. **Termination and Release of Easements.** The easements granted pursuant to this Declaration shall remain in full force and effect in perpetuity until released or terminated. The easements granted pursuant to this Declaration shall be terminated in the event the improvements located on the Benefited Property are demolished or destroyed, provided, however, such easements shall not terminate if Grantee intends to rebuild or replace such improvements and proceeds with such rebuilding or replacement within a reasonable period of time. The easements
11. **Indemnification.** Grantee shall defend, indemnify and hold harmless City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including without limitation costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Grantee or Grantee's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Easement Agreement. Nothing contained herein shall be construed as prohibiting City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. Grantee shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to City and employees and agents, including without limitation the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* At the City Corporation Counsel's option, Grantee must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit,

without relieving Grantee of any of its obligations under this Easement Agreement. Any settlement of any claim or suit related to activities conducted under this Project by Grantee must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

12. **Insurance.** Grantee, at its sole cost and expense, shall maintain and keep in effect comprehensive commercial general liability insurance in the minimum amount of \$2,000,000, covering, without limitation, any liability for personal injury, bodily injury (including, without limitation, death) and property damage arising out of Grantee's and Grantee Related Parties' acts, omissions and use of the City Property pursuant to this Agreement. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rate of not less than A- or better as published within the prior twelve months, or if none, the most recent edition of Best's Key Rating Guide. All general liability policies of insurance required herein shall name the City as an additional insured. Grantee expressly agrees to waive its rights, benefits and entitlements under the "**Other Insurance**" clause of its commercial general liability insurance policy with respect to the City. In the event Grantee fails to purchase or procure insurance as required above, the parties expressly agree that Grantee shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Grantee.
13. **Liens.** Grantee shall pay in full for all repair, maintenance and other work performed by or on behalf of Grantee pursuant to the terms of this Agreement, and shall not permit any mechanics' or other liens to attach to or be maintained against City Property.
14. **Environmental.** Grantee shall comply with all Environmental Laws (hereinafter defined) and shall not cause or permit any Hazardous Substances (hereinafter defined) to be brought, kept or stored on the City Property, and shall not engage in or permit any other person or entity to engage in any activity, operation or business on City Property that involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of Hazardous Substances. In the event that any work performed by or on behalf of Grantee on or to the City Property exposes, uncovers or results in the presence of Hazardous Substances on the City Property (including presence in soils excavated in conjunction with the construction and maintenance of the aforementioned utilities and construction of the addition to the Benefitted Property), Grantee, at its sole cost and expense, shall be responsible for the remediation of such Hazardous Substances in accordance with Environmental Laws, except to the extent caused by City. As used in this Easement Agreement, "**Hazardous Substances**" means all hazardous or toxic materials, substances, pollutants, contaminants, or wastes currently identified as a hazardous substance or waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**"), as amended, the Superfund Amendments and Reauthorization Act ("**SARA**"), the Resource

Conservation and Recovery Act (“RCRA”), or any other federal, state or local legislation or ordinances applicable to the Property. As used in this Easement Agreement, “**Environmental Laws**” means all federal, state and local environmental laws, rules, statutes, directives, binding written interpretations, binding written policies, ordinances and regulations issued by any governmental authority and in effect on or after the date of this Easement agreement with respect to or that otherwise pertain to or affect the City Property, or any portion of the Property, the use, ownership, occupancy or operation of the City Property, or any portion of the Property, or any owner of the City Property, and as same have been amended, modified, or supplemented from time to time, including but not limited to CERCLA, the Hazardous Substances Transportation Act (49 U.S.C. § 1802 et seq.), RCRA, the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 note, et seq.), SARA, comparable state and local laws, and any and all rules and regulations that are effective as of the date of this Easement Agreement, or become effective after the date of this Easement agreement under any and all of the aforementioned laws.

15. **Default.** It shall be considered a “**Default**” under this Easement agreement if Grantee fails to substantially comply with any provision of this Easement agreement and does not cure such failure within 30 days after notice, except where the default cannot reasonably be cured in 30 days, in which case if Grantee has begun and continues efforts to remedy the default as soon as practicable, then such additional time shall be given to remedy the default. In the event of a Default and the Default has not been cured, the City may terminate this Easement agreement by written notice to Grantee. Such termination right shall be in addition to all rights and remedies available to the City at law or in equity.
16. **Successors and Assigns.** This Declaration shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
17. **Recording.** The Grantee represents and warrants that it will record this Easement Agreement and all associated exhibits with the Cook County Recorder of Deeds within 30 days of execution.
18. **Counterparts.** This Declaration may be executed in counterparts, each of which upon such execution shall be deemed an original.

[remainder of page left blank intentionally]

SIGNATURE PAGE

The City and Grantee have caused this Declaration to be executed and delivered as of the date first above written.

The City:

City of Evanston, a home rule unit of local government located in Cook County, Illinois

By: _____

Name: _____

Its: _____

Address:

City of Evanston

2100 Ridge Avenue

Evanston, IL 60201

Attention: City Manager

Grantee:

Chiaravalle Montessori School, an Illinois not-for-profit corporation

By: _____

Name: _____

Its: _____

Address:

Chiaravalle Montessori School

425 Dempster Street

Evanston, IL 60201

Attention: Head of School

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, _____, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Wally Bobkiewicz, City Manager of the City of Evanston, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such City Manager, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said municipal corporation, for the uses and purposes there set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2014.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said county, DO HEREBY CERTIFY that _____, _____ of Chiaravalle Montessori School, an Illinois not-for-profit corporation, 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 said instrument as his free and voluntary act for the use and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2014.

Notary Public

My Commission Expires: _____

EXHIBIT A

BENEFITED PROPERTY

LOT 2 IN THE CHIARAVALLE SUBDIVISION, BEING A SUBDIVISION OF LOTS 10 THROUGH 15 IN BLOCK 37 OF EVANSTON IN THE SOUTH EAST ¼ OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 425 Dempster, Evanston, IL

PIN: 11-18-419-035-0000

EXHIBIT B

CITY PROPERTY

LOT 1 IN THE CHIARAVALLE SUBDIVISION, BEING A SUBDIVISION OF LOTS 10 THROUGH 15 IN BLOCK 37 OF EVANSTON IN THE SOUTH EAST ¼ OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as Currey Park at Dempster and Hinman, Evanston, IL

PIN: 11-18-419-034-0000

EXHIBIT C

STORM WATER EASEMENT AREA

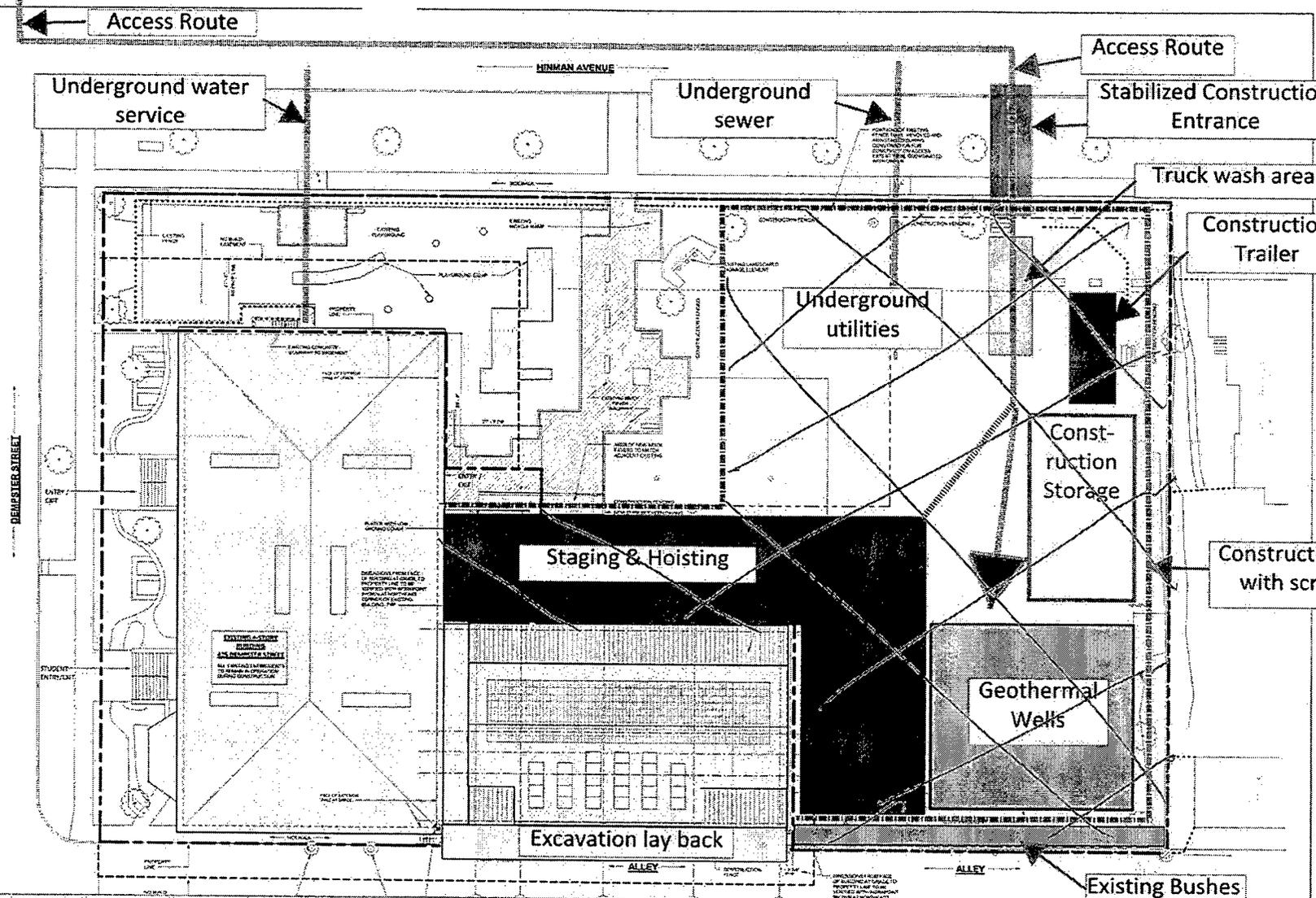
EXHIBIT D
GEOHERMAL EASEMENT

EXHIBIT E
WATER EASEMENT

EXHIBIT F
CONSTRUCTION EASEMENT AREA



CANNON DESIGN
ARCHITECTURAL FIRM
1234 Main Street
City, State, Zip
Phone: (555) 123-4567
Fax: (555) 987-6543



Logistics Plan
June 2014 through August 2014

F-1

2 ARCHITECTURAL SITE PLAN

DATE FOR PERMIT & PD	12/16/13
DATE FOR PERMIT & PD	01/24/14
DATE FOR PERMIT & PD	03/11/14
DATE FOR PERMIT & PD	04/17/14
DATE FOR PERMIT & PD	05/13/14

ARCHITECTURAL SITE PLAN

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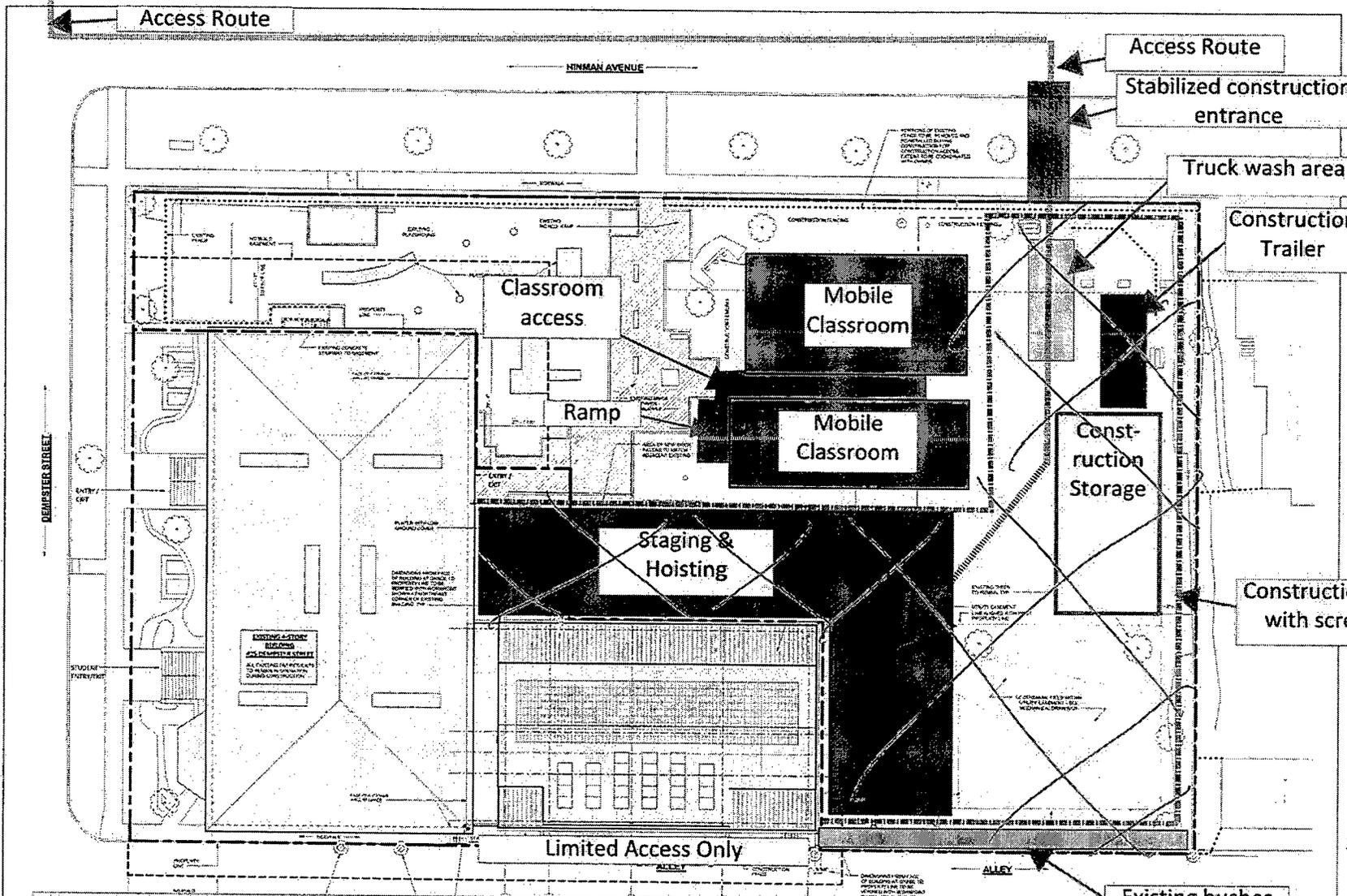
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Logistics Plan
F-2 August 2014 through June ~~2015~~ August 1, 2015
ARCHITECTURAL SITE PLAN

GENERIC FOR PAPER A1000	1/14/10
ORIG. DRAWING	1/14/10
REVISED DRAWING	1/14/10
PROJECT NUMBER	1/14/10
CLIENT NAME	1/14/10

ARCHITECTURAL SITE PLAN

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