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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT - FIRST DISTRICT

CITY OF CHICAGO, a municipal corporation,
Plaintiff,
vs.
Mark Henson and Michele Gerald, et. al.
Defendants.

No. 98 M1-450093
Re: 5603 S. Justine St.

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DEPT. OF BUILDINGS
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CONSENT DECREE

The plaintiff, the City of Chicago ("City"), a municipal corporation, by Mara S. Georges, corporation counsel of the City of Chicago, and her assistant, Scott Sachnoff, and the defendant, Mark Henson, represented by counsel, and Michele Gerald, pro se, hereby agree and stipulate to the Court's in personam jurisdiction over the parties and to the Court's in rem jurisdiction over

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the subject property commonly known as 5603 S. Justine St. and identified by Permanent Index Number (PIN) 20-17-109-001-0000 and legally described as:

See Attached Schedule "A"

(the "subject building").

THIS MATTER coming before the Court for hearing, the parties having due notice when the hearing date was previously set, and the defendant desiring to resolve this case and prevent the City's demolition of the subject building,

THE PARTIES HEREBY STATE THE FOLLOWING:

1. Defendant Mark Henson is the record owner and Defendant Michele Gerald is the contract buyer of the subject building (collectively referred to as Defendant hereafter).
Mark Henson, having full control over the subject building, is legally authorized to enter into this consent decree without the participation of any other defendant to this lawsuit.
2. Defendant understands that the City's complaint charges defendant with violations of the Municipal Code of Chicago (MCC) and Illinois law.
3. Mark Henson has entered into a contract to sell the property to Michele Gerald for \$10,000.00. Michelle Gerald has been approved for a construction loan of up to \$43,950.00.
4. Defendant admits that the subject building remains dangerous and unsafe and requires substantial reconstruction, and that the following violations of the MCC still exist:
 - A. Electrical, plumbing, and heating systems are inoperable;
 - B. Windows and glazing are broken;
 - C. Sashes, frames, doors, and trim are broken;
 - D. Interior walls, ceilings, and flooring systems are in disrepair;
 - E. Stair have missing and rotted components;

- F. There is no sign on the building identifying the owner and manager of the building;
- G. There is no watchman monitoring the subject building between the hours of 4:00 p.m. and 8:00 a.m;

When assessing the vital systems of the building, its masonry, floors, walls, sashes, frames, doors, trim, stairs, plaster and glazing, the building has a 27% level of depreciation. These conditions violate Sections 13-12-125, 13-12-130, 13-12-140, 13-168-010 and following, 13-176-010 and following, 13-180-010 and following, 13-196-340 through -730, 14-8-010 through 14-72-010 and following, 4-332-010 and following, 11-8-010 and following of the MCC.

- 5. Defendant understands that upon defendant's pleading guilty and signing this consent decree there will not be a trial of any kind on the building code violations described in paragraph 3 of this consent decree, and that by pleading guilty defendant waives the right to a bench or jury trial and waives the right to be confronted with witnesses.
- 6. Defendant understands that there is a factual basis for this consent decree in that the City's inspectors inspected the subject building on 7/22/98 and other occasions including 8/24/00 and found the violations described in paragraph 3 to exist.
- 7. Defendant desires to settle this case and agrees to correct the building code violations described in paragraph 3 of this consent decree.

COMPLIANCE SCHEDULE

- 8. Defendant agrees and stipulates that in correcting the violations described in paragraph 3 of this consent decree, all employees, agents and other persons working on defendant's behalf will timely apply for and obtain all the permits required to perform the necessary work, and will apply for and obtain a Certificate of Occupancy if one is required, and that

defendant and its employees and agents are solely responsible for obtaining the proper permits and for producing proof of the required permits upon the City's request.

9. Defendant agrees and stipulates that in correcting the violations described in paragraph 3 of this consent decree, all necessary repair, renovation and construction will be done by licensed contractors and that the work shall meet or exceed the requirements of the MCC. Defendant further agrees that the determination of the extent of compliance with the MCC shall be made solely by the City's building inspectors. Defendant further agrees to allow the City's inspectors to conduct all necessary inspections (both interior and exterior) and to contact the City's inspectors at 312/744-7878 within one week of ALL dates set forth in paragraph 9 of this consent decree to arrange for an inspection to determine the status of compliance with the provisions of the MCC.
10. To correct the violations of the MCC set forth in paragraph 3 of this consent decree, defendant shall start work by October 1, 2000 and shall complete work by January 1, 2000. ^{PAR} The reconstruction of the subject building shall occur generally according to the following schedule:
- A. Mark Henson and Michele Gerald will complete the sale of the property within 30 days of the entry of this Consent Decree by the court. In the event that Michele Gerald fails to acquire the property within 30 days, this Consent Decree will be rendered null and void.
 - B. Within one week of closing of the sale of the property, Michele Gerald ("Gerald") will apply for all necessary permits and will begin work by replacing the back and front porches. Estimated completion date is October 1, 2000.
 - C. By October 17, 2000, all windows and doors, including all deadbolt

security locks will be replaced.

D. By October 31, 2000, the roof will be replaced or repaired.

E. By November 8, 2000, all existing siding, gutters and down spouts will be replaced.

F. By November 22, 2000, all plumbing for interior and exterior of building will be repaired.

G. By December 4, 2000, all the electrical in apartments, hallways and the basement will be replaced or repaired.

H. By December 18, 2000, all existing walls, kitchen and bathroom fixtures, painting and flooring will be replaced.

DEFENDANT'S OTHER OBLIGATIONS

in the amount of \$578⁰⁰

11. Defendant agrees to pay, in addition to its own costs, all outstanding litigation costs incurred by the City to date in this action directly to the City within 30 days of the entry of this order.

12. Defendant agrees to maintain insurance sufficient to insure the City from and against any and all claims, demands and actions for personal injury, death or property damage in an amount not less than \$40,000.00, combined single limit. Defendant further agrees to furnish or cause to be furnished to the City a certificate or certificates of insurance evidencing the insurance required by this paragraph, issued by a company or companies reasonably satisfactory to the City, and in form and content reasonably satisfactory to this City by facsimile or personal delivery within 14 days of the entry of this order.

13. Defendant Mark Henson lives in the property directly 75 yards east of the subject property. Defendant Mark Henson agrees and stipulates that the subject building shall be monitored daily by him and shall be secured until substantial compliance as determined in

paragraph 8 above.

14. Defendant agrees and stipulates that the subject building shall be maintained in a secure, sanitary and reasonably debris-free condition at all times and at defendant's own expense. If, at any time before the subject building is determined to be in substantial compliance with the MCC, the City's inspectors find that dangerous or unsafe or imminently hazardous conditions exist at the subject building, defendant shall, at its own expense, correct those conditions or cause them to be corrected within forty-eight (48) hours after receiving notice from the City. The City shall give notice of violations and/or unsafe conditions under this paragraph by facsimile transmission and U.S. Mail to one or more of the following persons:

Law Offices of Jeffery Hlava
Attn: Jeffrey Hlava
221 N. LaSalle St. #1030
Chicago, Illinois 60601
Telephone: (312) 641-1244
Facsimile: (312) 641-1241

Defendant and those persons agree and stipulate that they shall not deny notice of any dangerous or unsafe conditions when the persons listed above have been contacted.

15. Defendant agrees to notify the City if, at any time before the subject building is determined to be in substantial compliance with the MCC, there is any change or modification in the ownership of the subject building, or if defendant ceases to have full control over the subject building for any reason whatsoever (including but not limited to the granting of a mortgage or other security interest in the subject building, the introduction of new investors in the building, receipt of a notice of sale of delinquent real estate taxes or the placement of the subject building in a land trust), or if any legal proceedings are instituted affecting defendant's ownership or ability to comply with this consent decree (including

but not limited to assignments, petitions for tax deed, bankruptcies, and liens on the property). Notice shall be given by facsimile transmission and U.S. Mail directed to:

Scott Sachnoff
City of Chicago Law Department
30 North LaSalle St., Suite 700
Chicago, IL 60602
Telephone: 312/ 744-6979
Facsimile: 312/ 744-1054.

REMEDIES AND PENALTIES

- 16. Should an unforeseeable independent act, force or occurrence or the like prevent or delay the completion of the work in the time scheduled in paragraph 9 of this consent decree, defendant shall, with notice to the City, petition the Court for an extension of time. The petition for an extension must be filed within ten (10) working days of the act causing the delay. Failure to apply for an extension within the 10 working days shall constitute a waiver of this right to extend the time schedule and shall subject defendant to the penalties set forth in paragraph 16 of this consent decree.
- 17. If defendant fails to correct each of the violations of the MCC set forth in paragraph 3 of this consent decree according to the schedule set forth in paragraph 9, the penalty for violation of this consent decree will be:
 - A. A fine of \$200.00/per day of violation commencing on the first day after the completion date stated in paragraph 9 of this consent decree, OR a fine of \$10,000.00, whichever is **HIGHER**; AND/OR
 - B. Upon motion of the City, a hearing as to why defendant should not be held in contempt of court and punished accordingly for violation of this consent decree; AND/OR
 - C. Upon motion of the City, the re-instatement of this case and the entry of any

appropriate relief, including but not limited to an order of demolition of the subject building.

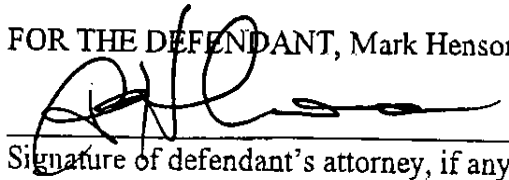
18. After the completion date set forth in paragraph 9 of this consent decree or any later date ordered by the court, or after the City's inspector determines that the subject building is in substantial compliance with the MCC, upon motion of defendant with notice to the City, the Court will enter an order reflecting that finding. Thereafter, the City shall issue an appropriate release.

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DISMISSAL

19. This case is dismissed subject to compliance with the terms of this consent decree. Either party may record this order with the Cook County Recorder of Deeds.

FOR THE DEFENDANT, Mark Henson



Mark Henson

Signature of defendant's attorney, if any

Jeffrey Hlava, 221 N. LaSalle St., #1030, Chicago, Illinois 60601

Printed name and address of defendant's attorney

FOR THE DEFENDANT, Michele Gerald

Michele Gerald

Signature of defendant entering consent decree or owner of the subject building

MICHELE GERALD 6719 S. SANGAMON 343-52-1295

Printed name, present residential address and Social Security number of defendant or owner

Dated: 8/25/00

FOR THE CITY OF CHICAGO

MARA S. GEORGES, Corporation Counsel, City of Chicago (#90909)

Scott Sachnoff

By: SCOTT SACHNOFF, Assistant Corporation Counsel
30 N. LaSalle St., Suite 700
Chicago, IL 60602
312/744-6979

Dated: 8/25/00

ENTERED:

Date

William G. Pileggi
Judge

ENTERED

AUG 25 2000

JUDGE WILLIAM G. PILEGGI-1764