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

CITY OF CHICAGO, a municipal corporation,)
)
Plaintiff,)
)
v.)
)
DEBRA MABONE, et al.,)
)
Defendants.)

No. 00 M1 400455
Re: 4407-4409 W. Adams,
Chicago, IL 60644

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, and the defendant/owner, URBAN ACQUISITIONS, INC., ("Defendant"), hereby agrees and stipulates to the Court's *in personam* jurisdiction over the parties and to the Court's *in rem* jurisdiction over the subject property commonly known as 4407 West Adams, Chicago, Illinois and identified by Permanent Index Number (PIN) 16-15-115-021 and legally described as follows:

LOTS 3 AND 4 IN BLOCK 8 OF D.S. PLACES ADDITION TO CHICAGO A SUBDIVISION OF THE EAST 3/4 OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS MATTER coming before the Court for hearing, the parties having due notice when the hearing date was previously set, and URBAN ACQUISITIONS, INC. desiring to resolve this case and prevent the City's demolition of the subject building, **THE PARTIES HEREBY STATE THE FOLLOWING:**

1. Located on the subject property is a three story brick building.
2. URBAN ACQUISITIONS, INC. is the owner of the subject property, having full control over the subject building, and is legally authorized to enter into this consent decree without the participation of any other defendant to this lawsuit.



- 3. URBAN ACQUISITIONS, INC. understands that the City's Amended Complaint charges URBAN ACQUISITIONS, INC. with violations of the Municipal Code of Chicago ("the Code") and Illinois law.
- 4. URBAN ACQUISITIONS, INC. admits that the subject building is dangerous and unsafe and require substantial reconstruction, and that the following violations of the Code still exist:
 - a. The subject building is vacant and currently unusable as a residential or commercial property.
 - b. The subject building's interior and exterior, including the masonry, windows, flooring, and walls, are incomplete.
 - c. The subject building's vital systems are incomplete.

These, and other, conditions at the subject property 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, 14-3-010 through 14-72-010 and following, 4-332-010 and following, 11-8-010 and following of the Code.

- 5. URBAN ACQUISITIONS, INC. understands that upon signing this Consent Decree, the Order of Demolition entered on August 9, 2000, will be vacated, and this case will be dismissed subject to the terms of this Consent Decree and URBAN ACQUISITIONS, INC.'s performance of the compliance schedule and other obligations set forth in this Consent Decree.
- 6. URBAN ACQUISITIONS, INC. understands that there is a factual basis for this Consent Decree in that the City's inspectors inspected the subject building most recently on May 1, 2001, and the violations listed in paragraph four were found to exist.
- 7. URBAN ACQUISITIONS, INC. desires to settle this case and agrees to correct the building code violations described in paragraph 4 of this consent decree.

COMPLIANCE SCHEDULE

- 8. URBAN ACQUISITIONS, INC. agrees that, in correcting the violations described in paragraph four of this Consent Decree:
 - a. URBAN ACQUISITIONS, INC. and all employees, agents and other persons working on its 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);

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- b. URBAN ACQUISITIONS, INC. and its employees and agents are solely responsible for obtaining the proper permits and for producing proof of the required permits to the City;
 - c. All necessary repair, renovation and construction will be done by licensed contractors; and,
 - d. All work at the subject property will meet or exceed the requirements of the Code.
9. URBAN ACQUISITIONS, INC. agrees that the determination of the extent of compliance with the Code shall be made solely by the City of Chicago, Department of Buildings. URBAN ACQUISITIONS, INC. further agrees to allow the City's inspectors access to the subject property to conduct all necessary inspections (interior and exterior) and to contact the City's inspectors at **312/744-7878** as set forth in paragraph 10 of this Consent Decree to arrange for an inspection to determine the status of compliance with the provisions of the Code.
10. URBAN ACQUISITIONS, INC. agrees to correct the violations of the Code set forth in paragraph four of this Consent Decree and to bring the subject property into substantial compliance with the Code no later than **December 1, 2001**. URBAN ACQUISITIONS, INC. agrees to begin immediately, including all work not requiring a City permit, and to complete the reconstruction according to the following schedule:
- a. URBAN ACQUISITIONS, INC. shall complete all demolition and clean-out work no later than **June 15, 2001**.
 - b. URBAN ACQUISITIONS, INC. shall complete the installation of the electrical and plumbing systems no later than **July 15, 2001**.
 - c. URBAN ACQUISITIONS, INC. shall: a) repair, or where necessary, replace the roof system; and b) complete the installation of a rear porch system no later than **August 15, 2001**.
 - d. URBAN ACQUISITIONS, INC. shall complete the installation of all drywall, framing and flooring no later than **October 15, 2001**.
 - e. URBAN ACQUISITIONS, INC. shall: a) install new windows, and b) complete all tuckpointing work no later than **November 1, 2001**.
 - f. URBAN ACQUISITIONS, INC. shall complete the installation of all heating systems, soffiting and gas piping no later than **November 15, 2001**.

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- g. URBAN ACQUISITIONS, INC. shall complete any remaining cosmetic work, including painting, floor covering, cabinetry and landscaping and shall have the subject property brought within substantial compliance of the Code no later than **December 1, 2001**.

Further, URBAN ACQUISITIONS, INC. agrees to call the assigned buildings inspector to arrange for a full interior inspection no later than **August 1, 2001**, and again, no later than one week before **October 1, 2001**, and again, no later than **December 1, 2001** for a final interior inspection.

URBAN ACQUISITIONS, INC.'S OTHER OBLIGATIONS

- 11. URBAN ACQUISITIONS, INC. agrees to provide to the City, to the attention of the Assistant Corporation Counsel listed in Paragraph 16, copies of all permits issued for the rehabilitation of the subject property.
- 12. URBAN ACQUISITIONS, INC. agrees to maintain insurance sufficient to insure the subject property from and against any and all claims, demands and actions for personal injury, death or property damage, in an amount not less than **\$300,000.00**. URBAN ACQUISITIONS, INC. further agrees to furnish to the City, a certificate of insurance evidencing the insurance required by this paragraph, issued by a company reasonably satisfactory to the City, and in form and content reasonably satisfactory to this City.
- 13. URBAN ACQUISITIONS, INC. agrees to monitor the subject property daily and to keep the buildings on the subject property secure until such time as the Department of Buildings determines that the subject property is in substantial compliance with the Code.
- 14. URBAN ACQUISITIONS, INC. agrees to maintain the subject property in a secure, sanitary and reasonably debris-free condition until such time as the Department of Buildings determines that the subject property is in substantial compliance with the Code, and at URBAN ACQUISITIONS, INC.'S own expense. If, at any time before the subject property is determined to be in substantial compliance with the Code, the City's inspectors find that dangerous or unsafe or imminently hazardous conditions exist at the subject buildings, URBAN ACQUISITIONS, INC. shall, at its own expense, correct those conditions within forty-eight (48) hours after receiving notice from the City. The City shall give notice of such condition(s) by facsimile transmission and/or U.S. Mail to the following person(s):

JUDD HARRIS
123 West Madison Street, Suite 1650
Chicago, Illinois 60602
(312) 795-9600 (phone)
(312) 795-9601 (fax)

- 15. URBAN ACQUISITIONS, INC. agrees to notify the City if, at any time before the subject property is determined to be in substantial compliance with the Code, there is any change or modification in the ownership of the subject property, or if URBAN ACQUISITIONS, INC.

ceases to have full control over the subject property for any reason whatsoever (including but not limited to the granting of a mortgage or other security interest in the subject property, the introduction of new investors in the property, or the placement of the subject property in a land trust), or if any legal proceedings are instituted affecting URBAN ACQUISITIONS, INC.'s ownership or ability to comply with this Consent Decree (including but not limited to assignments, bankruptcies, and liens on the property). Notice shall be given by facsimile transmission and U.S. Mail directed to:

AMANDA E. BASIL
Assistant Corporation Counsel
City of Chicago Department of Law
30 North LaSalle St., Suite 700
Chicago, IL 60602
(312) 744-0210 (phone)
(312) 744-1054 (fax)

REMEDIES AND PENALTIES

16. Should unforeseeable circumstances prevent or delay the completion of the work in the time scheduled in paragraph ten of this Consent Decree, URBAN ACQUISITIONS, INC. 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 ten working days shall constitute a waiver of this right to extend the time schedule and shall subject URBAN ACQUISITIONS, INC. to the penalties set forth in paragraph 17 of this consent decree.
17. If URBAN ACQUISITIONS, INC. fails to correct each of the violations of the Code set forth in paragraph four of this Consent Decree according to the schedule set forth in paragraph ten, or fails to comply with any other requirement of this Consent Decree, the penalty will be:
- A. A fine of \$200.00/per day of violation commencing on the first day after any interim or final completion date, stated in paragraph ten of this Consent Decree, OR a fine of \$10,000, whichever is higher; AND/OR,
 - B. A fine of \$200/per day for each day of violation of any requirement of this Consent Decree other than those listed in paragraph ten; AND/OR,
 - C. Upon petition by the City, a hearing as to why URBAN ACQUISITIONS, INC. should not be held in contempt of court for violation of this Consent Decree; AND/OR,
 - D. Upon motion of the City, the reinstatement of this case and the entry of any appropriate relief, including but not limited to an order of demolition of the subject buildings.


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DISMISSAL

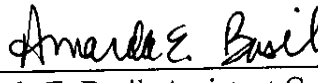
- 18. This case is dismissed subject to compliance with the terms of this Consent Decree. Each party waives its right to an appeal in this matter. This Court retains jurisdiction of this case to enforce the terms of this Consent Decree.
- 19. Any party may record this Consent Decree with the Cook County Recorder of Deeds.

MFV

FOR THE DEFENDANT, URBAN ACQUISITIONS, INC.

By:  President
 Judd Harris
 123 West Madison, Suite 1650
 Chicago, Illinois 60602
 (312) 795-9600 (phone)
 (312) 795-9601 (fax)

FOR THE PLAINTIFF, CITY OF CHICAGO
 MARA S. GEORGES, Corporation Counsel, City of Chicago

By: 
 Amanda E. Basil, Assistant Corporation Counsel
 30 North LaSalle, Suite 700
 Chicago, Illinois 60602
 (312) 744-0210 (phone)
 (312) 744-1054 (fax)

ENTERED:

Date _____


 JUDGE 1663

JUDGE SEBASTIAN T. PATTI

MAY 19 2001

Circuit Court - 1663