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2772/0038 20 001 Page 1 of 7  
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT - FIRST DISTRICT

CITY OF CHICAGO, a Municipal Corporation, )

Plaintiff, )

v. )

Guenther, et. al., )

Defendants. )

Case No.: 01 M1 404614

Re: 2336-44 North Milwaukee Avenue

CONSENT DECREE

Plaintiff, City of Chicago, a municipal corporation ("City"), by Mara S. Georges, Corporation Counsel, and defendant, Milwaukee Medill Development LLC (hereinafter "Defendant"), agree and stipulate to the Court's *in personam* jurisdiction over the parties and to the Court's *in rem* jurisdiction over the property commonly known as 2336-44 North Milwaukee Avenue, Chicago, Illinois, and identified by Permanent Index Numbers (PIN) 13-36-105-033, 13-36-105-034, 13-36-105-035, and 13-36-105-036. (hereinafter "subject property"). The subject property's legal descriptions are:

LOTS 5 AND 6 IN HINSDALE'S RESUBDIVISION OF LOTS 1 TO 10, BOTH INCLUSIVE, IN THE SUBDIVISION BY JOHN MCGOVERN OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.30 ACRES OF THE NORTHEAST 1/43 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTHWEST OF THE PLANK ROAD (EXCEPT THAT PART OF SAID LOT 6, LYING SOUTHWESTERLY OF A LINE RUNNING NORTHWESTERLY AND SOUTHEASTERLY PARALLEL WITH MILWAUKEE AVENUE FROM A POINT IN THE SOUTHERN LINE OF SAID LOT 6 DISTANT 29 1/2 FEET FROM THE SOUTHWESTERN CORNER OF SAID LOT 6 TO NORTHWESTERLY LINE OF SAID LOT 6 IN COOK COUNTY, ILLINOIS.

AND

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LOT 8 IN HINSDALE'S RESUBDIVISION OF LOTS 1 TO 10 INCLUSIVE IN MCGOVERN'S SUBDIVISION OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 45.30 ACRES OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

LOT 7 IN HINSDALE'S RESUBDIVISION OF LOTS 1 TO 10, IN MCGOVERN'S SUBDIVISION OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.30 ACRES OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWEST OF THE PLANK ROAD (EXCEPT THAT PART THEREOF CONVEYED TO THE METROPOLITAN WEST SIDE ELEVATED RAILROAD COMPANY BY WARRANTY DEED RECORDED NOVEMBER 12, 1895 AS DOCUMENT 2306361, IN BOOK 5517 PAGE 387 IN COOK COUNTY, ILLINOIS

This matter coming before the Court for hearing, the parties having due notice, and Defendant Milwaukee Medill Development LLC desiring to resolve this case without a trial, the parties to this consent decree state the following:

1. Located on the subject property is a two-story commercial/residential dwelling divided into eight apartments and a ground-level store front.
2. Defendant is the owner of the subject property, has full control over the subject property, and is legally authorized to enter into this Consent Decree without the participation of any other defendant to this lawsuit.
3. Defendant understands that the City's complaint charges the defendants with violations of the Municipal Code of Chicago, Illinois, as amended (hereinafter "the Municipal Code") and Illinois law.
4. Defendant admits that the building on the subject property is dangerous and unsafe and requires substantial rehabilitation, and that the following violations of the Municipal Code exist or existed at the subject property:
  - a. The building is vacant and open.
  - b. The electrical systems are stripped or inoperable.
  - c. The plumbing systems are stripped or inoperable.
  - d. The heating systems are stripped or inoperable.
  - e. There is broken and loose mortar in the brickwork.
  - f. The roof system is leaking.
  - g. The rafters and joists are weather damaged.
  - h. The wall framing is damaged.
  - i. The sashes, frames, doors, and trim are damaged and missing.
  - j. The plaster is falling and peeling throughout the building.
  - k. The glazing is missing.
  - l. There are multiple squatters inhabiting the building.

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- m. There is evidence of drug activity inside the building.
- n. There is a hole or holes and leakage in the roof.
- o. The siding is rotten or missing.
- p. There is water damage to the interior of the building.

These conditions violate various sections of the Building Code of the City of Chicago as defined in the Municipal Code of Chicago §1-4-090 (2001).

- 5. Defendant understands that upon signing this Consent Decree there will not be a trial of any kind on the violations described in paragraph four of this Consent Decree, and that by signing this Consent Decree Defendant waives the right to a bench or jury trial and waives the right to be confronted with witnesses.
- 6. Defendant agrees that there is a factual basis for this Consent Decree in that a City of Chicago building inspector conducted an interior inspection of the building(s) on the subject property on April 4, 2001, and on other occasions including January 28, 2002, and found the violations described in paragraph four to exist.
- 7. Defendant agrees to correct the violations described in paragraph four of this Consent Decree according to the compliance schedule described in paragraph ten of this Consent Decree.

#### COMPLIANCE SCHEDULE

- 8. Defendant agrees that in correcting the violations described in paragraph four of this Consent Decree:
  - a. Defendant and all employees, agents and other persons working on Defendant's behalf will timely apply for and obtain all of the permits required to perform the necessary work, and will apply for and obtain a Certificate of Occupancy if one is required by law;
  - b. Defendant is solely responsible for obtaining the proper permits and for producing proof of the required permits upon the City's request;
  - 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 Municipal Code.
- 9. Defendant agrees that the determination of the extent of compliance with the Municipal Code will be made solely by the City of Chicago Department of Buildings. Defendant agrees to allow the City's building inspectors access to the subject property to conduct all inspections (both exterior and interior) necessary to determine compliance with the Municipal Code.
- 10. Defendant agrees to correct the violations of the Municipal Code set forth in paragraph four of this Consent Decree and to bring the building(s) on the subject property into full compliance

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with the Municipal Code no later than November 21, 2002. Defendant agrees to begin rehabilitation of the subject property no later than March 1, 2002, and to complete rehabilitation according to the following schedule:

- a. Demolition, including disconnecting and removal of the electrical and plumbing systems, and installing temporary lights will be completed by April 4, 2002.
- b. Installation of temporary structural supports will be completed by April 11, 2002.
- c. Rough carpentry including framework, windows and doors will be completed by May 23, 2002.
- d. Mechanical installation including plumbing and electrical rough-ins will be completed by July 4, 2002.
- e. Installation of insulation, drywall and taping will be completed by August 15, 2002.
- f. Painting will be completed by September 5, 2002.
- g. Installation of flooring and trim including electrical and plumbing trimming will be completed by October 10, 2002.
- h. Project will be completed by November 21, 2002.

**DEFENDANT'S OTHER OBLIGATIONS**

11. Defendant agrees to pay, in addition to Defendant's own costs, all litigation costs incurred by the City to date in this action, in the amount of \$365.00, payable to the Clerk of the Circuit Court, Room 602, Richard J. Daley Center, Chicago, Illinois, on or before February 15, 2002.
12. Defendant agrees to provide the City with a surety bond or irrevocable letter of credit, or proof of escrow, in form and content satisfactory to the City, in the amount of \$14,000.00, which, in the event Defendant defaults on this Consent Decree, may be applied by the City to demolition costs or the costs of other appropriate actions with respect to the subject property.
13. Defendant agrees to maintain liability insurance sufficient to insure the City from and against any and all claims, demands and actions arising from the subject property, for personal injury, death or property damage, in an amount not less than \$1,000,000.00. Defendant 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 the City.
14. Defendant agrees to register the subject property as a vacant building with the Department of Buildings as required by the City of Chicago Vacant Building Ordinance, Municipal Code of Chicago §13-12-125 (2001), and agrees to provide proof of this registration to the City by facsimile within seven (7) days of the entry of this Consent Decree. Defendant further agrees to

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comply with all requirements of the City of Chicago Vacant Building Ordinance and the Watchman Ordinance, Municipal Code of Chicago §13-12-140 (2001), until such time as there is no longer a vacant building on the subject property, as defined by the Municipal Code.

15. Defendant agrees to monitor the subject property daily and to keep the building(s) on the subject property secure in compliance with Department of Buildings Rules and Regulations until such time as the Department of Buildings determines that the subject property is in substantial compliance with the Municipal Code.
16. Defendant agrees to maintain the subject property in a 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 Municipal Code. If, before such time as the subject property is determined to be in substantial compliance with the Municipal Code, a City building inspector finds any imminently dangerous or hazardous condition at the subject property, Defendant will correct that condition within forty-eight (48) hours after receiving notice from the City of such condition(s) by facsimile transmission or U.S. Mail to the following person(s):

Milwaukee Medill Development LLC  
c/o Aronberg Goldgehn Davis & Garmisa  
Attn. : David H. Sachs  
One IBM Plaza, Suite #3000  
Chicago, IL 60611  
Phone : (312) 828-9600  
Fax : (312) 828-9635

Defendant agrees that Defendant will not deny notice of any imminently dangerous and hazardous condition when the City has sent, either by facsimile transmission or U.S. Mail to the person(s) listed above, notice of the imminently dangerous and hazardous condition(s). Defendant further agrees to notify the City of any change in the designation of any person(s) to be contacted under the provisions of this paragraph. Notice shall be given by facsimile transmission and U.S. Mail directed to the person designated in paragraph 17 of this Consent Decree.

17. Defendant agrees to file a motion with this Court with notice to the City if, at any time before the Department of Buildings determines that the building on the subject property is in substantial compliance with the Municipal Code, there is any change or modification in the ownership of the subject property, or if Defendant 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, receipt of a notice of sale of delinquent real estate taxes, or the placement of the subject property 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, bankruptcies, and liens on the property), for the purpose of determining the continuing applicability of this Consent Decree. Notice of motion shall be given by facsimile transmission and U.S. Mail directed to:

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John P. Jimenez  
Assistant Corporation Counsel  
City of Chicago Department of Law  
30 North LaSalle Street, Suite 700  
Chicago, IL 60602  
Phone : (312) 742-1935  
Fax : (312) 744-1054.

**REMEDIES AND PENALTIES**

18. Should an unforeseeable act, force or occurrence prevent or delay the completion of any part of the work by the dates scheduled in paragraph ten of this Consent Decree, Defendant may petition the Court for an extension of time, with notice to the City. The petition for an extension of time 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 will constitute a waiver of this right to petition to extend the time schedule and will subject Defendant to the penalties set forth in paragraph nineteen of this Consent Decree.
19. If Defendant fails to correct each of the violations of the Municipal 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 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 Defendant 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 building(s) on the subject property.
20. This case is dismissed subject to compliance with the terms of this Consent Decree. Defendant waives the right to an appeal in this matter. This Court retains jurisdiction of this case to enforce, modify or vacate the terms of this Consent Decree.
21. Any party may record this order with the office of the Recorder of Deeds of Cook County.

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FOR DEFENDANT:

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1/25/02

Signature of Defendant or Agent  
David Sachs, Esq.  
Milwaukee Medill Development LLC  
c/o The Apartment Source  
2638 North Halsted  
Chicago, IL 60614

Date

FOR THE CITY OF CHICAGO:

MARA S. GEORGES  
Corporation Counsel

1/25/02

By: Signature of Assistant Corporation Counsel  
John P. Jimenez  
Assistant Corporation Counsel  
30 North LaSalle Street, Suite 700  
Chicago, Illinois 60602  
312/744-8791  
Attorney #90909

Date

JUDGE SEBASTIAN T. PATTI  
JAN 29 2002  
Circuit Court - 1663

ENTERED:

1/29/02

Judge

Date

1663