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

CITY OF CHICAGO, a municipal corporation,)

Plaintiff,)

vs.)

CARL K. JOHNSON, et al.)

Defendants.)

Case No. 02M1400409

Re: 7711 N. Marshfield Avenue

CONSENT DECREE

Plaintiff, City of Chicago, a municipal corporation ("City"), by Mara S. Georges, Corporation Counsel, and defendants, DAVID CREASON and JOSEPH CRUTCHFIELD (hereinafter "Defendants"), 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 7711 N. Marshfield Ave., Chicago, Illinois, and identified by Permanent Index Number (PIN) 11-30-217-010. (hereinafter "subject property"). The subject property's legal description is:

LOT 10 IN BLOCK 5 IN GUNDERSON'S NORTH BIRCHWOOD SUBDIVISION OF BLOCK 4 TO 17 IN DAVID P. O'LEARY'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

This matter coming before the Court for hearing, the parties having due notice, and Defendants DAVID CREASON and JOSEPH CRUTCHFIELD 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 three-story multiple-unit dwelling of ordinary construction. The last known use of the building was residential.

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2. Defendants DAVID CREASON and JOSEPH CRUTCHFIELD are the owners of the subject property, have full control over the subject property, and are legally authorized to enter into this Consent Decree without the participation of any other defendant to this lawsuit.
3. Defendants understand 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. Defendants admit 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 and has remained vacant and open on numerous inspections.
 - 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 plaster in the walls and ceilings.
 - f. The interior floors are buckled and loose.
 - g. The window sashes and frames are loose and rotten.
 - h. The window glazing is broken or missing.
 - i. The doors and windows are broken or missing.
 - j. The mortar in the brickwork is washed out and missing.
 - k. The floor joists in the basement and upper levels are rotten and are structurally compromised.
 - l. The exterior rear porch is dangerous and hazardous.
 - m. The roof is damaged and exposes the rest of the subject property to the elements.
 - n. The three-story multiple-unit dwelling of ordinary construction has a deterioration level of at least twenty-one (21) percent and is increasing.
 - o. The building is located near a public elementary school.
 - p. The subject property is dangerous and hazardous to the surrounding community.
 - q. Substantial reconstruction is needed in order to bring the subject property into compliance with the City of Chicago Municipal Code.
 - r. The subject property is a public nuisance.

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

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October 31, 2001, and on other occasions including on or about August 26, 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 with the Municipal Code no later than March 31, 2003. Defendant agrees to begin rehabilitation of the subject property no later than October 1, 2002, and to complete rehabilitation according to the following schedule:

- a. On or before October 31, 2002, Defendants agree to complete all necessary demolition of the subject building with the proper permits issued by the City of Chicago Department of Buildings.
- b. On or before December 31, 2002, Defendants agree to complete all rough carpentry of the subject building, with the proper permits issued by the City of Chicago Department of Buildings.
- c. On or before January 15, 2003, Defendants agree to complete the installation of the rough plumbing and rough electric of the subject building, with the proper permits issued by the City of Chicago Department of Buildings.

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- d. On or before February 28, 2003, Defendants agree to complete installation of all drywall, taping, sanding and painting of the subject building.
- e. No later than March 31, 2003, Defendants will complete all finishing and clean-up work and will have the subject property in full compliance with the Municipal Code.
- f. Defendant agrees to contact the assigned building inspector at 312/744-7878 (Monday-Friday, between the hours of 8:00 a.m. and 9:00 a.m.), to schedule a full inspection (both exterior and interior) of the subject property, to take place on or before the following dates: November 1, 2002, January 6, 2003, February 1, 2003, and April 1, 2003 (final inspection.).

DEFENDANT'S OTHER OBLIGATIONS

- 11. Defendants agree 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 \$413.50, payable to the Clerk of the Circuit Court, Room 602, Richard J. Daley Center, Chicago, Illinois, on or before ~~September 27, 2002~~ ^{October 3, 2002. AW}
- 11a. Defendants agree to pay, in addition to Defendant's own costs and the City's litigation costs the costs for demolition of the garage previously located on the subject property, legally demolished by order of Court entered April 16, 2002, in the amount of \$7,416.07 on or before ~~September 27, 2002~~ ^{November 3, 2002. AW}
- 12. Defendants agree 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 \$20,000 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. Defendants agree 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 \$300,000. Defendants further agree 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. Defendants agree 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 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. Defendants agree 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

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until such time as the Department of Buildings determines that the subject property is in substantial compliance with the Municipal Code.

16. Defendants agree 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, Defendants 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):

Julie Johnson
Johnson & Kaplan, P.C.
4045 West Dempster Street
Skokie, Illinois 60076
Telephone (847) 675-8600
Facsimile (847) 676-8601

Defendants agree that Defendants 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). Defendants further agree 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. Defendants agree 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 Defendants cease 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:

Amanda J. Vernon
Assistant Corporation Counsel
City of Chicago Department of Law
30 North LaSalle Street, Suite 700
Chicago, IL 60602
Facsimile: 312/ 744-1054.

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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, Defendants 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 Defendants to the penalties set forth in paragraph nineteen of this Consent Decree.
19. If Defendants fail 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. Defendants waive 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:

David Creason
Signature of Defendant
David Creason

9/3/02
Date

Joseph Crutchfield
Signature of Defendant
Joseph Crutchfield

9/3/02
Date

Julie Johnson
Signature of Defendant's Attorney
Attorney for David Creason and Joseph Crutchfield
Julie Johnson
Johnson & Kaplan, P.C.
4043 West Dempster Street
Skokie, Illinois 60076
Telephone (847) 675-8600

9/3/02
Date

FOR THE CITY OF CHICAGO:

MARA S. GEORGES
Corporation Counsel

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

9/3/02
Date

JUDGE SEBASTIAN T. PATE
SEP 03 2002
Circuit Court - 1332

ENTERED:

Pat
Judge
1665

9/3/02
Date

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