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#90909

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

CITY OF CHICAGO, a municipal corporation,)

Counter-Plaintiff,)

vs.)

GILES B. LIDDELL, MARK)
GIANOPOULOS, IVER JOHNSON,)
U.S. LOAN LIMITED PARTNERSHIP,)
KATHERINE A. RATKOVICH, REGENT)
PROPERTIES, IMC MORTGAGE CORP.,)

Counter-Defendants.)

No. 99 M1 450097

Re: 4400 S. Lake Park

RECEIVED
DEPT. OF BUILDINGS
00 APR 26 PM 4: 11

000028-HI.L.I. 04/26/2000 11:52
REF ATTORNEY NO: 91334
1 SPECIAL SERVICES 783.00
REF ROOM NUMBER: 1109
REF CASE NO: 99M1450093
CASE TOTAL 783.00 *

CONSENT DECREE

The plaintiff, the City of Chicago ("City"), a municipal corporation, by Mara S. Georges, corporation counsel of the City of Chicago, and his assistant, Scott Sachnoff, and the defendants,

410

Giles Liddell II ("Liddell"), and BHP Management, Inc., by its secretary Spencer Leak, Jr., ("BHP") acting by separate counsel, hereby agree and stipulate 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 4400 S. Lake Park and identified by Permanent Index Number (PIN) 20-02-304-040 and legally described as:

THE N 23 FT OF LOT 1 (MEASURED ON THE W END THEREOF) (EXCEPT THE W 8 FT THEREOF) IN BLISS & WAITS SUBD OF THAT PART LYING W OF HYDE PARK AVE. OF THE N ½ OF BLOCK 4 IN SUBD BY THE EXECUTORS OF E.K. HUBBARD OF THE E ½ OF THE SW ¼ OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

(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 without a trial,

THE PARTIES HEREBY STATE THE FOLLOWING:

1. Defendant BHP is the record owner (and defendant Liddell is the former owner) of the subject building, 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.
2. Defendants understand that the City's complaint charges defendant with violations of the Municipal Code of Chicago (MCC) and Illinois law.
3. Defendants understand that defendants have the right to plead not guilty and the right to a trial on the City's charges, but defendants wish to waive that right and plead guilty and that the following conditions still exist at the subject property:

There is uncompleted or dilapidated electrical, plumbing, heating, drywall and rear porch at the subject property.

*. When assessing the vital systems of the building, its masonry, floors, walls, sashes, frames, doors, trim, stairs, plaster and glazing, the building has a 13% level of depreciation;

*. there is no sign on the building identifying the owner and manager of the subject building;

*. there is no watchman monitoring the subject building between the hours of 4:00 p.m. and 8:00 a.m.

These conditions violate Section, 13-12-125, 13-12-130, 13-12-140, 13-168-010 and following, 13-176-010 and following, 13-130-010 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.

4. Defendants understand 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.
5. Defendant understands that there is a factual basis for this consent decree in that the City's inspectors inspected the subject building on November 24, 1998, and other occasions including April 25, 2000, and found the violations described in paragraph 3 to exist.
6. Defendant desires to settle this case and agrees to correct the building code violations

described in paragraph 3 of this consent decree.

COMPLIANCE SCHEDULE

7. Defendant BHP 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.
8. Defendant BHP 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.
9. To correct the violations of the MCC set forth in paragraph 3 of this consent decree, defendant BHP shall start work by April 28, 2000, and shall complete work by September 1, 2000. The reconstruction of the subject building shall occur generally according to the

following schedule:

1. Complete installation of fence at the rear of the subject property by no later than April 30, 2000 and maintain same until the aforementioned completion date.
2. Submit application for all necessary permits within 7 days of the entry of this order.
3. Obtain all necessary permits by no later than June 15, 2000.
4. Rough in all mechanical systems by no later than June 30, 2000.
5. Complete all drywall installation by no later than July 15, 2000.
6. Final trim work and completion by no later than September 1, 2000.

DEFENDANT'S OTHER OBLIGATIONS

10. Defendants agree to pay their own costs and defendant Liddell has paid all outstanding litigation costs incurred by the City to date in this action in the amount of \$783.00, instanter, as evidenced by receipt number #000028 4/26/00 and is hereby dismissed as party defendant without prejudice.
- 11] Defendant BHP 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 \$250,000 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 within 14 days of the entry of this order.

12. Defendant agrees and stipulates that the subject building shall be monitored daily and shall be surrounded by a secure fence until the completion date set forth in paragraph 9 of this consent decree.
13. 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:

Howard Ward
8836 S. Ashland
Chicago, IL 60620
(773) 779-9015

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.

14. 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

15. 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.
16. 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:

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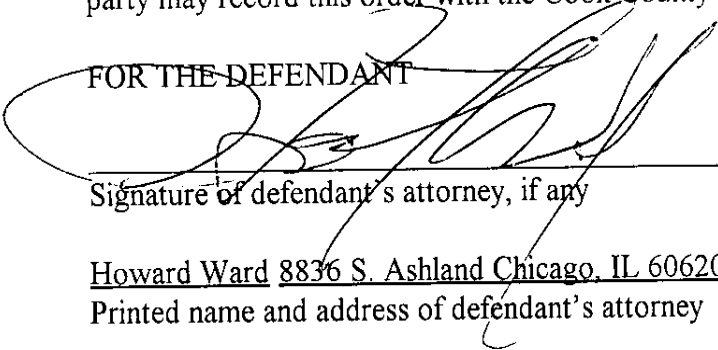
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- A. A fine of \$200.00 per day of violation commencing on the first day after the completion date stated in paragraph 9 of this consent decree, OR a fine of \$10,000.00, whichever is **HIGHER**; AND/OR
- B. Upon motion of the City, a hearing as to 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.
17. 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 such a finding and thereafter the City shall issue the appropriate release.

DISMISSAL

18. 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



Signature of defendant's attorney, if any

Howard Ward 8836 S. Ashland Chicago, IL 60620 (773) 779-3475

Printed name and address of defendant's attorney

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

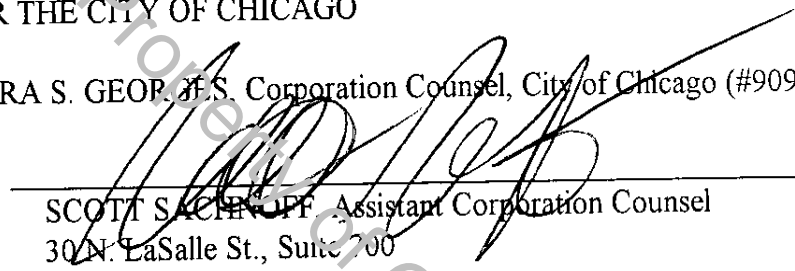
BHP Management, Inc., by its secretary Spencer Leak, Jr. 313 Aristocrat Drive Bollingbrook, IL 60490 (773) 251-7931 (cell phone)

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

Dated: April 26, 2000

FOR THE CITY OF CHICAGO

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

By: 
SCOTT SACCHINI, Assistant Corporation Counsel
30 N. LaSalle St., Suite 200
Chicago, IL 60602
312/744-6979

Dated: April 26, 2000

ENTERED:

Date April 26, 2000

Judge

JUDGE WILLIAM G. PILEGGI
APR 26 2000
Circuit Court - 1764