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Cook County Recorder of Deeds

Date: 07/29/2003 08:38 AM Pg: 1 of 8

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

CITY OF CHICAGO, a Municipal,  
Corporation

Plaintiff

v.

SENCO PROPERTIES, et al.,  
Defendants.

Case No: 01 M1-401907

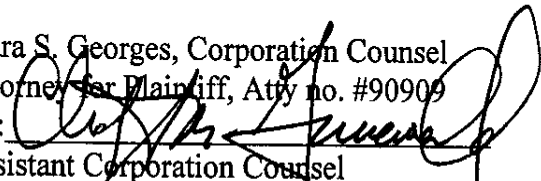
Address: 2029 N. Damen

Room 1105, Daley Center  
Chicago, Illinois

### ORDER OF COURT

1. In accordance with the terms of the attached Consent Decree and any attached exhibits, which are incorporated by reference, an agreed mandatory injunction is entered, pursuant to 65 ILCS 5/11-31-1 and Count II of Plaintiff's complaint, to correct the violations of the Municipal Code set forth in Count I, paragraph 3 of Plaintiff's complaint, as amended.
2. Present in court on July 22, 2003, were counsel for the Defendants, counsel for the City of Chicago, Building Inspector Anibal Crespo, and Electrical Inspector Norman DePillars.
2. The issues in this matter are settled, pursuant to the attached Consent Decree. This order is final and appealable, there being no just reason to delay its enforcement or appeal.
3. The Court retains jurisdiction over the parties, subject matter, and the premises for the purposes of modification or enforcement of the Consent Decree and injunctive order.
4. This matter is hereby dismissed by agreement of the parties, without prejudice, subject to the above stated injunctive order.

Hearing Date: July 22, 2003

Mara S. Georges, Corporation Counsel  
 Attorney for Plaintiff, Atty no. #90909  
 By:   
 Assistant Corporation Counsel  
 30 N. LaSalle St., Suite 700, Chicago, IL 60602  
 (312) 744-8791

ENTERED:

Judge

Room 1105

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

CITY OF CHICAGO, a Municipal, Corporation	)	Case No:	01 M1-401907
	)		
Plaintiff	)	Address:	2029 N. Damen
v.	)		
	)	Room 1105, Daley Center	
SENCO PROPERTIES, et al.,	)	Chicago, Illinois	
Defendants.	)		

### CONSENT DECREE (Conservation)

Plaintiff, City of Chicago ("City"), by its attorney Mara S. Georges, Corporation Counsel, and Defendants, SENCO PROPERTIES, INC. and MIDTOWN BANK & TRUST AS TRUSTEE U/T #2307, by and through counsel, having reached agreement as to the resolution of this case, stipulate to the following facts and agree to entry of the following injunctive order(s):

#### 1. STIPULATED FINDINGS OF FACT

- 1.1. The Court has *in personam* jurisdiction over the parties, and has *in rem* jurisdiction over the subject property, commonly known as 2029 N. Damen, in Chicago, IL.
- 1.2. The Court has proper subject matter jurisdiction over this cause.
- 1.3. The premises is a 3-story building, and has been operated as a residential building. Any change in use of the premises shall not affect the provisions of this Consent Decree.
- 1.4. At all times relevant to this case, Defendants had an interest in the premises, and at all times relevant to this case, Defendants owned, controlled, operated, and/or collected rents at the premises.
- 1.5. Defendants are fully and legally authorized to enter into this Consent Decree without the authorization, approval, ratification or participation of any other person(s).
- 1.6. The premises contains, and at all times relevant to this case contained, the violations of the Chicago Municipal Code set forth in Plaintiff's complaint and notice of violations, except that as of July 22, 2003, only violations #3, 5, 8, 11, and 15 remain uncompleted.
- 1.7. Defendants understand that they have a right to contest the above stated facts, but knowingly and voluntarily stipulates to said facts and waive the right to trial, including the right to a jury trial, if any, as to each, any and all of the stipulated facts.

# UNOFFICIAL COPY

Case No. 01 M1-401907

## 2. NOTICE PROVISIONS

2.1. Notice of any action pursuant to this Consent Decree shall be by regular mail. Notice shall be sent to the names and addresses stated in subparagraphs (a) and (b) of this paragraph, unless the other party is notified of a change of name or address.

a) Service shall be made upon the City by serving:

City of Chicago Law Department  
30 N. LaSalle St., Room 700  
Chicago, IL 60602

to the attention of the undersigned assistant corporation counsel.

b) Service shall be made upon Defendants by serving:

Steven E. Moltz, Esq.  
Law Offices of Palmisano and Lovstrand  
79 W. Monroe St., Suite 826  
Chicago, IL 60603

2.2. The City of Chicago Fire Prevention Bureau (FPB) / Department of Buildings (DOB) / Department of Construction and Permits (DCAP) / Department of Zoning (DOZ) shall promptly notify Defendants of any problems or objections regarding the plans, permit(s), work, or installed equipment at the premises, and shall review, test and/or approve the plans, permits, work, or equipment when warranted.

2.3. Should unforeseen circumstances beyond the control of Defendants prevent or delay completion of repairs according to the provisions of this Consent Decree, Defendants shall immediately notify the City. If the parties do not agree to an extension of the deadlines set forth in the Consent Decree for completion of repairs, Defendants shall, within five (5) business days, petition the Court for an extension. Failure of Defendants to petition the Court for an extension shall constitute a waiver of Defendants' right to any such extension, and shall subject Defendants to the remedies and penalties set forth in the Default Provisions of this Consent Decree.

2.4. Defendants shall provide a complete copy of this Consent Decree to the tenants and occupants of the Third Floor Front Apartment at the subject property within seven (7) days after the date this Consent Decree is entered.

2.5. Defendants acknowledges that pursuant to section 5-12-150 of the Municipal Code and 735 ILCS 720/1, it is unlawful to terminate a tenancy, increase rent, decrease services, bring or threaten a lawsuit against a tenant, or refuse to renew a lease, solely because the tenant has in good faith notified the City, testified, or advised the Court of Defendants' failure to comply with the

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Case No. 01 M1-401907

Municipal Code or this Consent Decree.

### 3. COMPLIANCE SCHEDULE

#### *Fines*

3.1. Defendants shall pay to the City the amount of \$350.00 by cashier's check or certified funds, on or before July 29, 2003, as an agreed settlement of City's claim for fines in this matter.

#### *Repairs*

3.2. Defendants agrees to correct the Municipal Code violations set forth in paragraph 1.6 of this Consent Decree. Specifically, with respect to the occupancy of the Third Floor Front Apartment, Defendants agree to seek a permit to provide an authorized second means of egress. If the City denies the Defendants' permit application, then the provisions of paragraph 3.6 shall apply.

3.3. Defendants shall submit any required applications for permits for work to repair the Municipal Code violations set forth in paragraph 1.6 of this Consent Decree on or before August 15, 2003 and shall obtain any required permits by October 17, 2003.

3.4. All required repairs shall be completed within eight (8) weeks of the date(s) of permit issuance or no later than January 1, 2004, whichever is sooner.

3.5. All work shall be done by licensed professionals in a workmanlike manner, and under approved permits where required.

***Agreed Order to Vacate and Permanent Injunction for the Third Floor Front Apartment***  
*(applicable only upon the denial of Defendants' permit application pursuant to ¶3.2 supra)*

3.6. Additionally, should the Defendants permit application for an authorized second means of egress for the Third Floor Front Apartment be denied by the City, then the Defendants agree to the following:

- C) Upon the end of the currently existing lease term for the Third Floor Front Apartment tenant, Defendants shall vacate the apartment; and
- D) Beginning upon the vacancy of the Third Floor Front Apartment or beginning January 1, 2004, whichever is sooner, the Defendants his/her/their agents, heirs, successor or assigns, are permanently enjoined and restrained from renting, using, leasing, or occupying the Third Floor Front Apartment as a separate dwelling unit.

#### *Permits*

3.7. Defendants shall apply for all permits necessary to do the work to repair the

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Case No. 01 M1-401907

Municipal Code violations at the premises. Defendants shall employ a licensed professional architect, contractor, or engineer to prepare the application or plans where required. Defendants are solely responsible for obtaining the proper permits and for producing proof of the required permits upon the City's request. Defendants shall make any changes, amendments, additions or corrections to plans and/or applications as required by the Department of Buildings and/or the Department of Construction and Permits. Upon the City's request for plan changes, amendments, additions or corrections, Defendants shall return corrected plans to the requesting City department within fourteen (14) days.

### *Inspections*

3.8 Defendants shall arrange for an inspection with the FPB / DOB / DCAP / DOZ within seven (7) business days of completion of all work. Defendants or one of their agents shall be at the premises during the inspection.

3.9 Defendants will allow the FPB / DOB / DCAP / DOZ to conduct additional inspections of the premises in order to verify compliance with the provisions of this Compliance Schedule. Those inspections dates and times shall be arranged with the various City departments. Notwithstanding the scheduled inspections, Defendants will allow the FPB / DOB / DCAP / DOZ to conduct additional inspections as the agency(ies) deem(s) necessary.

3.10 Defendants or one of their agents shall be at the premises to meet Electrical Inspector Norman DePillars for a complete interior inspection on July 23, 2003 between 10:00 a.m. and noon.

## 4. DEFAULT PROVISIONS

### *Penalties*

4.1 Should Defendants fail to comply with any of the provisions of this Consent Decree, the City will petition the Circuit Court of Cook County to enforce the Consent Decree. Defendants may be subject to any or all of the following penalties:

- (a) **Default fines.** Defendants will comply with the compliance schedule set forth above, and will be subject to fines of not less than \$200 per day for each violation of the Municipal Code that exists past the due date stated in the compliance schedule. The fines will be calculated from the first day Defendants violate the compliance schedule, and will continue to run until Defendants comply with the compliance schedule.
- (b) **Contempt of Court.**
  - (i) **Civil Contempt.** If upon petition by the City, the Court finds that Defendants

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Case No. 01 M1-401907

have failed to comply with the Consent Decree, Defendants shall be subject to fines and/or incarceration for indirect civil contempt until Defendants purge the contempt by complying with the Consent Decree.

- (ii) **Criminal Contempt.** If upon petition by the City for indirect criminal contempt, Defendants are found beyond a reasonable doubt to have wilfully refused to comply with the Court's order, Defendants will be subject to a fine and/or incarceration, which fine or period of incarceration will not be affected by Defendants' subsequent compliance with the Consent Decree.
- (c) **Receiver.** Upon petition by the City the Court may appoint a receiver. Pursuant to 65 ILCS 5/11-31-2, the Receiver may take temporary possession of the premises, make repairs provided for in the Consent Decree, and also those repairs necessary to abate any dangerous and hazardous condition arising after the entry of the Consent Decree. The Court may also issue a receiver's certificate when the receivership ends, which is a priority lien on the premises pursuant to 65 ILCS 5/11-31-2.
- (d) **City Action.** If after the entry of this Consent Decree a condition arises that is dangerous and hazardous to the occupants of the building or the public, upon petition to the Court the City may vacate, clean, or enclose the premises, or take any other action necessary to abate the dangerous and hazardous conditions at the property. The cost of such action by the City may be entered as a lien against the premises, pursuant to 65 ILCS 5/11-31-1.
- (e) **Demolition.** If after the entry of this Consent Decree conditions at the property become dangerous and hazardous, and the building is vacant, the City may file a motion for a demolition order. Such order will authorize the City to demolish the premises, and entry of judgment against Defendants and a lien against the premises for the costs of demolition pursuant to 65 ILCS 5/11-31-1 and §13-12-130 of the Municipal Code.

### *Proceedings on Request for Relief*

4.2. If the City files a motion or petition pursuant to paragraph 4.1, Defendants waive the right to a trial or hearing as to all issues of law and fact, except whether or not Defendants have violated the provisions of this Consent Decree, whether or not said violation(s) constitute civil or criminal contempt, and whether or not the requested relief is appropriate and/or feasible.

4.3. If the City files a motion or petition pursuant to paragraph 4.1, the parties stipulate that Defendants shall file with the Court Defendants' written response to the City's motion or petition, if any, within seven (7) business days of the initial return/hearing date the motion or petition.

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Case. No. 01 M1-401907

## 5. CONSTRUCTION AND INTERPRETATION

5.1. If the City agrees to extend Defendants' compliance date, or fails to pursue any or all remedies set forth in the Default Provisions of this Consent Decree, the City will not waive any provisions or remedies set forth in this Consent Decree, absent written agreement of the parties.

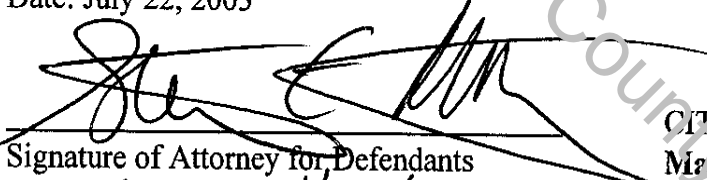
5.2. The City is not limited to any one remedy set forth in this Consent Decree. The remedies stated are not mutually exclusive.

5.3. This Consent Decree represents the full agreement of the parties.

5.4. The parties agree to cooperate and act in good faith to effect the provisions of this Consent Decree. The provisions of this Consent Decree shall be binding on the parties, their employees, representatives, attorneys, successors, heirs and assigns.

5.5. Nothing in this Consent Decree and Order shall be construed to limit or interfere with the City of Chicago's use of its police powers to address imminently dangerous conditions which may arise at the premises.

Date: July 22, 2003



Signature of Attorney for Defendants

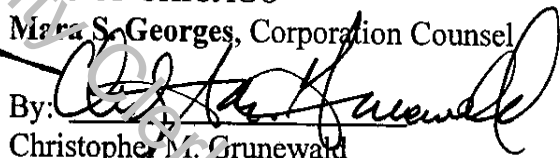
Steven Moltz  
Attorney for Defendants & Co-vestor

79 W. Monroe St. # 826  
Chicago, IL 60603

Address and Phone of Attorney

312-782-3967

CITY OF CHICAGO  
Mara S. Georges, Corporation Counsel

By: 

Christophe M. Grunewald  
Assistant Corporation Counsel  
30 N. LaSalle Street, Suite 700  
Chicago, IL. 60602  
(312) 744-8791

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

\* \* \* LEGAL DESCRIPTION \* \* \*      FRONT

Address: 2029 2029 N DAMEN AV  
PI# 14-31-213-015

FRONT

AND 016  
LOTS 29 AND 30 IN BLOCK 40 IN SHEFFIELD'S ADDITION TO CHICAGO IN  
SECTION 31, TOWNSHIP 40 NORTH, RANGE 14,  
LYING EAST OF THE 3RD PRINCIPAL MERIDIAN  
IN COOK COUNTY ILLINOIS

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