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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 03/13/2007 03:39 PM Pg: 1 of 7

#90909

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

CITY OF CHICAGO, a Municipal Corporation,

Plaintiff,

v.

MAX WEISS, et. al.,

Defendants.

Case #: 06 M1 400642

Re: 743 North Avers Avenue

Courtroom: 1111

CONSENT DECREE

Plaintiff, City of Chicago, a municipal corporation ("City"), by Mara S. Georges, Corporation Counsel, and Defendant, Carroll St. Properties, LLC, (hereafter "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 743 North Avers Avenue, Chicago, Illinois, and identified by Permanent Index Number (PIN) 16-11-103-011 (hereinafter "subject property"). The subject property's legal description is:

LOT 12 IN THOMAS J. DIVENS SUBDIVISION OF BLOCK 1 IN F. HARDING'S SUBDIVISION OF THE WEST ½ OF THE NORTHWEST 1/4 OF SECTION 11, 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, and Defendant desiring to resolve this case without further trial or hearing, the parties to this consent decree state the following:

1. Located on the subject property is a two-story brick building. The last known use of the subject property was residential.

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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:

WITH RESPECT TO THE BUILDING:

- a. The building is vacant, fire and water-damaged.
- b. The brickwork mortar is washed out or missing.
- c. The interior floors are buckled and loose.
- d. The interior floors have holes.
- e. The rafters are broken or missing.
- f. The roof has holes and is leaking.
- g. The sheathing are rotted or damaged.
- h. The interior stairs are loose or missing treads.
- i. The door frames are loose, rotten or missing.
- j. The plaster is broken and loose in walls and ceilings.
- k. There is trash and debris throughout the building.
- l. The building is vandalized throughout.
- m. The window sashes and frames are loose and rotten.
- n. The porch members are rotten, broken or missing.
- o. The siding is rotten or missing.
- p. The window glazing is broken or missing.

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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 (2002).

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 September 1, 2006, November 13, 2006, and on several other occasions, 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 08/28/07. Defendant agrees to begin rehabilitation of the subject property no later than the date of this Consent Decree, and to complete rehabilitation according to the following schedule:

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- 100 448 3/15/07
- a. Defendant must secure all permits ~~by 7/28/07~~. Completely replace and repair floor framing by 4/28/07. Complete the removal of the existing facade and rebuild by 5/15/07. Complete installation of the a new roof by 6/29/07. Complete installation of rough HVAC, rough electric and insulation by 7/28/07. Complete drywall installation, floor and tile installations, interior carpentry, fixtures, interior painting and appliances by 8/20/07. Complete exterior landscaping by 8/28/07.
 - b. **No later than 8/28/07**, Defendant will complete all finishing and clean-up work and will have the subject property in full compliance with the Municipal Code.
 - c. Defendant agrees to contact the assigned building inspector at 312-743-3544 (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: 4/28/07, 6/28/07, 8/28/07 (final inspection).

DEFENDANT'S OTHER OBLIGATIONS

11. Defendant will obtain proof of financing. **Defendant will reimburse the City's litigation costs of \$ 482 by April 17, 2007.** Payment shall be made by business check or money order payable to the "City of Chicago" and mailed or delivered c/o Kristina Mokrzycki, 30 N. LaSalle St., Ste. 700, Chicago, IL 60622.
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 \$ 15,000, 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. Such bond has already been tendered to the City.
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. 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 (2002), and agrees to provide proof of this registration to the City. 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 (2002), 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

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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. 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):

Doug Shreffler
 Law Office of ~~Monty Boatright~~
~~Monty Boatright~~ *Doug Shreffler* — *MS*
 Attorney for Carroll St. Properties, LLC
 4653 N. Milwaukee Ave.
 Chicago, IL 60630
 Facsimile: (773) 202-1542

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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Kelley A. Gandurski
 Assistant Corporation Counsel
 City of Chicago Department of Law
 30 North LaSalle Street, Suite 700
 Chicago, IL 60602
 Facsimile: 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:

Paul Buccella

[Signature]

Signature of Defendant's Attorney
Monty Boatright.
Attorney for Carroll St. Properties, LLC

MAR 13 2007
Date

FOR THE CITY OF CHICAGO:

MARA S. GEORGES
Corporation Counsel

By:

[Signature]
Signature of Assistant Corporation Counsel
Kelley A. Gandurski
Assistant Corporation Counsel
30 North LaSalle Street, Suite 700
Chicago, Illinois 60602
312/744-7634
Attorney #90909

3/13/07
Date

JUDGE SEBASTIAN T. PATTI

ENTERED:

MAR 13 2007

Judge Sebastian T. Patti Circuit Court - 1663
Date

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