

# UNOFFICIAL COPY

Box space reserved for Recorder's Office only.



Doc#: 0812926055 Fee: \$46.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 05/08/2008 10:06 AM Pg: 1 of 6

#90909

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

CITY OF CHICAGO, a Municipal Corporation, )

Counter-plaintiff, )

v. )

GRAFIN, INC.; FIRST COMMERCIAL BANK; )

AMERICAN HEARTLAND BANK AND TRUST; )

KIRK ETTER; UNKNOWN OWNERS and NON- )

RECORD CLAIMANTS, )

Counter-defendants. )

Case No.: 07 M1 401239

Re: 4109 W. Fifth Ave.

### CONSENT DECREE

Plaintiff, City of Chicago, a municipal corporation ("City"), by Mara S. Georges, Corporation Counsel, and Defendant, Grafín, Inc., (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 4109 W. Fifth Avenue, Chicago, Illinois, and identified by Permanent Index Number (PIN) 16-15-411-006 (hereinafter "subject property"). The subject property's legal description is:

LOT 3 IN BLOCK 3 IN MUNSON'S ADDITION TO CHICAGO, BEING A  
SUBDIVISION (EXCEPT THE NORTHEAST 1 ACRE THEREOF) OF 26 ACRES  
LYING SOUTH AND ADJOINING THE CENTER OF BARRY POINT ROAD, IN THE  
EAST ½ OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 39 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

# UNOFFICIAL COPY

This matter coming before the Court for hearing, the parties having due notice, and Defendant Grafin, Inc., 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 building of brick construction.
2. Defendant Grafin, Inc. 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 have existed at the subject property:
  - a. The building is vacant and has a history of being 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 plaster in the walls and ceilings.
  - f. There are loose or missing treads in the interior stairs.
  - g. The window sashes and frames are loose and rotten.
  - i. The window glazing is broken or missing.
  - j. The door frames are loose, rotten and broken, or missing.
  - k. The mortar in the brickwork is washed out and missing.
  - l. The porch members are rotten and broken or missing.
  - m. There is water damage to the interior of the building.
  - n. There is trash and debris in the interior of the building.
  - o. The interior of the building has been vandalized.

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 January 12, 2007, and on other occasions on or about March 14, 2008, and found the violations described in paragraph four to exist.

# UNOFFICIAL COPY

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 by no later than June 1, 2009, and to complete rehabilitation according to the following schedule:
- a. By no later than May 15, 2008, Defendant will submit all construction drawings to the Department of Construction and Permits and will complete all structural engineering.
  - b. By no later than June 30, 2008, Defendant will begin all demolition work to prepare the construction site, and will start framing for the new apartment layouts.
  - c. By no later than August 30, 2008, Defendant shall start electrical, plumbing and HVAC work, as well as insulation and drywall work.
  - d. By no later than October 30, 2008, Defendant shall begin installation of final finishes, such as painting, flooring, kitchen cabinets, and bathroom vanities.
  - e. By no later than January 31, 2009, Defendant will complete all finishing and clean-up work and will have the subject property in full compliance with the Municipal Code.

**UNOFFICIAL COPY**

5619

- f. Defendant agrees to contact the assigned building inspector at 312/446-~~550~~ to schedule a full inspection (both exterior and interior) of the subject property, to take place on or before the following dates: June 30, 2008, October 30, 2008, and January 31, 2009, (final inspection).

**DEFENDANT'S OTHER OBLIGATIONS**

11. 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.
12. 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 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.
13. 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.
14. 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):

Victor Osinski  
 Vice President, GrafIn Inc.  
 6756 N. Harlem Ave  
 Chicago, IL 60631  
 facsimile: 773-594-0205

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

# UNOFFICIAL COPY

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.

15. 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:

Rachel Ann Kuchar  
 Assistant Corporation Counsel  
 City of Chicago Department of Law  
 30 North LaSalle Street, Suite 700  
 Chicago, IL 60602  
 Phone: 312/ 744-3326  
 Facsimile: 312/ 744-1054

## REMEDIES AND PENALTIES

16. 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.
17. 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

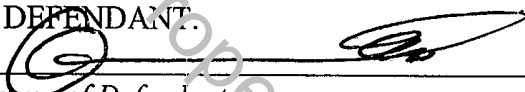
# UNOFFICIAL COPY

- 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.

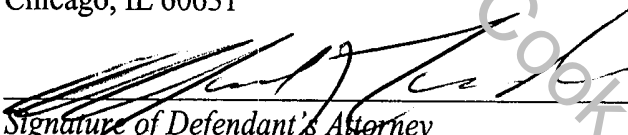
18. This case is dismissed subject to compliance with the terms of this Consent Decree. Defendant waives the right to an appeal in this matter. This Court retains jurisdiction of this case to enforce, modify or vacate the terms of this Consent Decree.

19. Any party may record this order with the office of the Recorder of Deeds of Cook County.

FOR DEFENDANT:

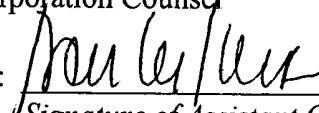
  
 \_\_\_\_\_  
*Signature of Defendant*  
 Victor Osinski  
 Vice President, Grafim Inc.  
 6756 N. Harlem Ave  
 Chicago, IL 60631

5-6-08  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
*Signature of Defendant's Attorney*  
 Michael J. Fiandaca  
 6756 N. Harlem Ave.  
 Chicago, IL 60631  
 (773) 775-9023

5-6-08  
 \_\_\_\_\_  
 Date

FOR THE CITY OF CHICAGO:  
 MARA S. GEORGES  
 Corporation Counsel

By:   
 \_\_\_\_\_  
*Signature of Assistant Corporation Counsel*  
 Rachel Ann Kuchar  
 Assistant Corporation Counsel  
 30 North LaSalle Street, Suite 700  
 Chicago, Illinois 60602  
 312/744-3326  
 Attorney #90909

5/6/08  
 \_\_\_\_\_  
 Date

ENTERED:

\_\_\_\_\_  
 Judge

JUDGE SEBASTIAN T. PATTI  
 MAY 06 2008  
 \_\_\_\_\_  
 Date  
 Circuit Court - 1663