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Cook County Recorder of Deeds
Date: 11/01/2012 03:12 PM Pg: 1 of 4

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

THE CITY OF CHICAGO,
a municipal corporation,

Plaintiff,

v. PARK PLACE TOWER
CONDOMINIUM ASSOCIATION, et al.

Defendant(s).

No: 12 M1 401319

Re: 655 W IRVING PARK RD

Courtroom 1107, Richard J. Daley Center

AGREED ORDER OF INJUNCTION AND JUDGMENT

CONDOMINIUM PROPERTY ONLY
This cause coming to be heard on the set call, the Court having jurisdiction over the subject matter and the parties and being fully advised in the premises,

THE COURT FINDS:

- A. Defendant, PARK PLACE TOWER CONDOMINIUM ASSOCIATION ("Defendant"), and the City of Chicago ("City") have reached agreement as to the resolution of this case as to said defendant only and as to the CONDOMINIUM PROPERTY (as described in the Amended and Restated Declaration of Easements, Restrictions and Covenants for Park Place Tower Master Association recorded July 29, 2005, as document 0521012120 in the Office of the Recorder of Deeds in Cook County, Illinois ("Amended Declaration")), PINs 14-21-101-054-1001 through 14-21-101-054-2002, only. Defendant and City stipulate to the following facts, and agree to entry of the order(s) set forth below.
- B. The CONDOMINIUM PROPERTY contains, and at all times relevant to this case contained, the violations of the Municipal Code of Chicago set forth as 3A(9), 3A(10), and 3A(11) in the Complaint. Defendant has secured plans and permits to correct these violations. City stipulates that the violation set forth as 3A(12) is no longer applicable to the subject property. City further stipulates that on or before October 31, 2012, Defendant corrected the violations set forth as 3(1) and 3(5) in the Complaint. The other violations set forth in paragraphs 3 and 3A of the Complaint do not pertain to the CONDOMINIUM PROPERTY. Defendant has a right to contest these facts, but knowingly and voluntarily stipulates to said facts and waives its right to trial, including the right to a jury trial, if any, as to each, any and all of the stipulated facts.

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ACCORDINGLY, IT IS HEREBY ORDERED THAT:

Resolution as to Specified Defendant(s) and Property Only

1. This order reflects a resolution of the case as against Defendant only and as to the CONDOMINIUM PROPERTY only.
2. This case shall continue against all other named defendants and as to the APARTMENT PROPERTY, RETAIL PROPERTY, OFFICE PROPERTY, and 56TH FLOOR PROPERTY (as described in Amended Declaration), PINs 14-21-101-039-0000, 14-21-101-040-0000, 14-21-101-049-0000, 14-21-101-050-0000, 14-21-101-052-0000, and 14-21-101-053-0000.

Settlement

3. City agrees to accept \$2,000.00 from Defendant as full settlement of all remedies to which it is entitled under Count I of the Complaint if payment is made to the City of Chicago on or before DECEMBER 31, 2012. If payment is mailed it must be postmarked on or before the above date and sent ATTN: Kimberly White, 30 N. LaSalle St., Suite 700, Chicago, IL 60602.

Compliance

4. Defendant shall bring the CONDOMINIUM PROPERTY into full compliance with the Municipal Code of the City of Chicago by diligently performing all of the following:
 - (a) Submit two signed and sealed copies of a critical examination report for the entire exterior wall of the subject property, prepared by a licensed architect or structural engineer, to the City Department of Buildings on or before DECEMBER 1, 2012;
 - (b) Repair the floors, walls, and ceiling of the parking garage as specified in City of Chicago building permit #100424212 issued February 6, 2012, in order to correct the violations set forth at 3A(11) in the Complaint, on or before DECEMBER 31, 2013; and
 - (c) Repair the exterior walls of the entire building as specified in City of Chicago building permit #100436036 issued April 17, 2012, and as further specified in the critical examination report submitted pursuant to 4(a), above, in order to correct the violations set forth at 3A(10) in the Complaint, on or before **DECEMBER 31, 2015**.

The work described above shall proceed

5. Defendant shall allow and cooperate with periodic inspections of the subject premises by the Department of Buildings to allow City to verify compliance with the terms of this Agreed Order.
6. The CONDOMINIUM PROPERTY shall not be in full compliance unless and until Defendant has obtained all necessary permits for work done at the premises. The provisions of this agreement shall be binding on Defendant, its members, directors, and all successors, heirs, legatees, and assigns of the same. **DEFENDANT IS FULLY RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS UNDER THIS AGREED ORDER, REGARDLESS OF OWNERSHIP OF PREMISES.**

Penalties

7. Should Defendant fail to comply with any provision of this Agreed Order, City may petition the Court to enforce this Agreed Order. Defendant may be found in contempt of court and shall be subject to penalties for failure to comply as determined by this Court. Upon petition by City, this Court may order appropriate remedies, including reinstatement of the case as to Defendant and/or the appointment of a receiver.

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Proceedings on Request for Relief

8. If City files a motion or petition pursuant to paragraph 7, Defendant waives the right to a trial or hearing as to all issues of law and fact, except whether or not Defendant has violated the provisions of this Agreed Order, whether or not said violation(s) constitute(s) civil or criminal contempt, and whether or not the requested relief is appropriate and/or feasible.
9. The court reserves jurisdiction of this matter for the purposes of modification, enforcement, or termination of this Agreed Order, including but not limited to the adjudication of proceedings for contempt, and reinstatement of City's Complaint.
10. PARK PLACE TOWER CONDOMINIUM ASSOCIATION is hereby dismissed by agreement of the parties, without prejudice, subject to the orders entered above. This order is final and enforceable pursuant to Illinois Supreme Court Rule 304(a), the court finding no just cause or reason to delay its enforcement. All parties to this agreement waive their right to appeal this Agreed Order.

HEARING DATE: October 31, 2012

**THE PARTIES HAVE READ AND AGREE TO
ALL OF THE ABOVE TERMS AND
CONDITIONS.**

By: 

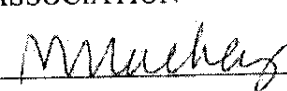
Attorney for Plaintiff

Corporation Counsel #90909

30 N. LaSalle, Room 700

Chicago, IL 60602 (312) 744-8791

PARK PLACE TOWER CONDOMINIUM
ASSOCIATION



By Counsel: Arnsteinglehr LLP

Phone: (312) 876-7100

Send subsequent notice to:

David Sugar, Atty.
170 S. Riverside Plaza
Suite 1200
Chicago, IL 60606


Judge Higgins Wolfson

Courtroom 1107

OCT 31 2012

COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

THE LEGAL DESCRIPTION FOR PARK PLACE TOWER 1 CONDOMINIUM ASSOCIATION AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0011020878, AS AMENDED FROM TIME TO TIME, IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 655 WEST IRVING PARK ROAD, CHICAGO, ILLINOIS 60613

P.I.N.: 14-21-101-054-1001 THROUGH 2002