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Doc#: 1601141041 Fee: \$50.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/11/2016 10:02 AM Pg: 1 of 7

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

CITY OF CHICAGO, a municipal corporation,	)	
	)	
Plaintiff,	)	No. 14 M1 402989
v.	)	
	)	Re: 1101 N LEAMINGTON
FLOSSIE M. BROWN, et al.	)	CHICAGO, IL
	)	
Defendants.	)	Courtroom: 1111

### CONSENT DECREE

NOW COMES the parties, Plaintiff, City of Chicago, by and through its corporation counsel, Stephen R. Patton, and Defendant, Manuel S. Romero, by and through his counsel, Thomas R. Raines, to seek entry of this Consent Decree, and hereby agreeing and stipulating to the following provisions and/or statements:

#### *Parties and Jurisdiction*

1. This case was initiated on City of Chicago's (hereinafter "City") Complaint for Equitable and Other Relief filed on October 8, 2014.
2. Defendant Manuel S. Romero is the current owner of the subject property. Romero is the owner of the building as of January 4, 2016.
3. This Court has personal jurisdiction over Romero as a defendant in this action. This Court has *in rem* jurisdiction over the subject property.

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## *Property Information*

4. This action involves a property commonly known as 1101 N Leamington in Chicago, Illinois (hereinafter the "subject property"). The property's P.I.N. is 16-04-401-023. The property's legal description is:

LOT 26 IN BLOCK 3 IN WILLIAM A. BOND AND COMPANY'S FIRST ADDITION TO AUSTIN, BEING FRANK I. CRAWFORD'S SUBDIVISION OF BLOCKS 6 AND 7 IN COMMISSIONER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4 AFORESAID, IN COOK COUNTY, ILLINOIS.

5. Located on the subject property is a one-story brick single family dwelling and a brick garage.
6. Romero admits and stipulates that the following conditions exist or have existed at the subject property during the pendency of this action:
- a. The building's electrical service is terminated.
  - b. The building's electrical system has exposed wiring and is missing fixtures.
  - c. The building's electrical system is stripped and inoperable.
  - d. The building's radiators have been removed.
  - e. The building's heating system is stripped and inoperable.
  - f. The building's joists are over-notched.
  - g. The building's joists are rotted with mold growth.
  - h. The building's masonry has holes.
  - i. The building's masonry has step or stress fractures and washed out mortar joints.
  - j. The building's masonry is smoke, fire or water damaged.
  - k. The building's plaster is broken or missing in sections.
  - l. The building's plaster is smoke, fire or water damaged.
  - m. The building's plumbing system is stripped and inoperable.
  - n. The building's plumbing system is missing fixtures.
  - o. The building's rafters are cracked.
7. Romero admits that some or all of these conditions existed and/or currently exist at the property during his period of ownership.

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## *Construction Terms and Compliance Schedule*

8. Romero agrees that in correcting the violations described in paragraph 6 of this Consent Decree:
- a. Romero and all agents and other persons working on Romero's behalf will apply for and obtain all of the permits required before performing the necessary work, and will apply for and obtain a Certificate of Occupancy if one is required by law.
  - b. Romero is solely responsible for obtaining the proper permits and for producing proof of the required permits upon the City's request.
  - c. Romero will ensure that all necessary repair, renovation and construction will be done by licensed contractors.
  - d. Romero will ensure that all work at the subject property will meet or exceed the requirements of the Municipal Code.
  - e. Romero will ensure that the subject property is kept vacant and secure until he is authorized by court order to occupy the building.
9. Romero 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. Romero 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. Romero agrees to correct all conditions cited in paragraph 6 above, and any other violations of the Municipal Code that exist or come into existence in the future, according to the following provisions:

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- a. Romero, either personally or through his agent(s), will complete all necessary architectural drawings and submit all necessary permit applications by April 4, 2016.
- b. Romero, either personally or through his agent(s), will make any corrections to the architectural plans the City deems necessary, and will submit all necessary permit application corrections within 28 days of either notice or discovery of the need to correct, whichever occurs first.
- c. Romero shall obtain all necessary permits by July 4, 2016.
- d. Romero will begin construction by July 19, 2016.
- e. Romero will obtain all necessary rough sign-offs by November 4, 2016.
- f. Romero will contact Inspector Dave Mordan (312-743-7443) to coordinate an interior and exterior inspection of the property to occur between November 4, 2016 and December 4, 2016, with plans and permits on site.
- g. Romero will obtain all necessary final sign-offs and have the property in compliance with the Municipal Code by January 4, 2017.
- h. Romero will contact Inspector Dave Mordan (312-743-7443) to coordinate an interior and exterior inspection of the property to occur between January 4, 2017, and February 4, 2017, with plans and permits on site.

### ***Other Obligations***

11. Romero agrees to maintain liability insurance sufficient to insure 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 \$300,000. Romero further agrees to furnish to the City by email to [jayson.serrano@cityofchicago.org](mailto:jayson.serrano@cityofchicago.org) a certificate of

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insurance within fourteen (14) days of the entry of this Consent Decree, 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. Romero 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 § 17-12-125, and agrees to provide proof of this registration to the City by email to [jayson.serrano@cityofchicago.org](mailto:jayson.serrano@cityofchicago.org) within seven (7) days of the entry of this Consent Decree.
13. Romero agrees to monitor the property on a daily basis, and to ensure that the building remains vacant and secure until further order of Court is entered authorizing occupancy.
14. Should the City determine that a dangerous and/or hazardous condition exists at any point in time at the subject property, Romero agrees to abate the dangerous and/or hazardous condition within no more than 72 hours of receipt of notice of the existence of the dangerous and/or hazardous condition, and to set an inspection with Inspector Dave Mordan (312-743-7443) no more than 48 hours after abatement to ensure that the dangerous and/or hazardous condition is sufficiently abated. City will provide notice of the existence of this condition via email or phone call to the following person:  

Thomas R. Raines  
Office: 312-750-1166  
Email: [traines@traalaw.com](mailto:traines@traalaw.com)
15. Romero agrees to provide written 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, Romero ceases to have full control over the subject property for any reason whatsoever (including, but not limited to, the granting of a

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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). The written notice described in this paragraph shall be given by email and U.S. Mail directed to:

City of Chicago – Department of Law  
c/o Jayson A. Serrano, Assistant Corporation Counsel  
30 North LaSalle Street, Suite 700  
Chicago, Illinois 60602  
Phone: 312-744-0210  
Fax: 312-744-1054  
Email: jayson.serrano@cityofchicago.org

### *Remedies and Penalties*

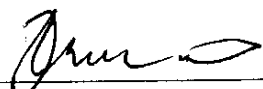
16. Should an unforeseeable act, force or occurrence prevent or delay the completion of any part of the work by the dates scheduled in paragraph 10 of this Consent Decree, Romero must move the Court for an extension of time, with notice to the City. The motion for an extension of time must be filed within 10 working days of the act causing the delay. Failure to move for an extension within the 10 working days will constitute a waiver of this right to move to extend the compliance dates and will subject Romero to the penalties set forth in paragraph 17 of this Consent Decree.
17. Should Romero fail to comply with any provision of this Consent Decree, the penalty will be:

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- a. A fine of \$200 per day in which Romero is not in compliance with the terms of this Consent Decree, including but not limited to the compliance schedule as set forth in paragraph 10 above, OR a fine of \$5,000, whichever is higher; AND/OR
- b. 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
- c. Upon motion of the City, the reinstatement of this case and the entry of any appropriate relief, including, but not limited to, an order authorizing the City to demolish the building(s) on the subject property.

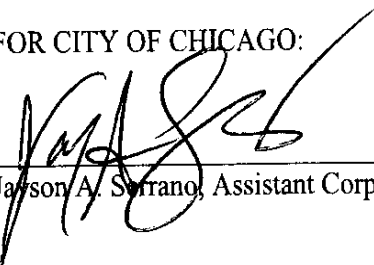
18. Any party may record this order with the office of the Recorder of Deeds of Cook County.

FOR DEFENDANT MANUEL S. ROMERO:

  
 \_\_\_\_\_  
 Tom R. Raines, Attorney of Record

1/4/16  
 \_\_\_\_\_  
 Date

FOR CITY OF CHICAGO:

  
 \_\_\_\_\_  
 Jayson A. Serrano, Assistant Corporation Counsel

1/4/16  
 \_\_\_\_\_  
 Date

Jayson A. Serrano  
 Assistant Corporation Counsel  
 Building and License Enforcement Division  
 30 N. LaSalle Street, Suite 700  
 Chicago, Illinois 60602  
 Phone: (312)744-0210  
 Facsimile: (312)744-1054  
 ATTY NO. 90909

  
 \_\_\_\_\_  
 ENTERED Judge