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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/26/2016 02:26 PM 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,

v.

UNKNOWN HEIRS AND LEGATEES OF
CHARLES SEAWOOD, et al.

Defendants.

No. 14 M1 402643

Re: 728 S CAMPBELL

Courtroom: 1111

CONSENT DECREE

NOW COMES the Plaintiff, City of Chicago, by and through its corporation counsel, Stephen R. Patton, and Defendants Federal National Mortgage Association and Orchard Street Property Group, LLC, 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 September 8, 2014.
2. Orchard Street Property Group, LLC (hereinafter "Orchard") is the current owner of the subject property.
3. This Court has personal jurisdiction over Orchard 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 728 S Campbell in Chicago, Illinois. The property's P.I.N. is 16-13-406-055. The property's legal description is:
- LOT 7 IN THE RESUBDIVISION OF LOTS 46 TO 50 BOTH INCLUSIVE IN BLOCK 4 IN CARTER H. HARRISON'S ADDITION TO CHICAGO, IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 9, 1886 AS DOCUMENT NUMBER 742517 IN BOOK 23 OF PLATS PAGE 27, IN COOK COUNTY, ILLINOIS.
5. Located on the subject property is a two-story brick single family residence.
6. Orchard admits that the following conditions exist or have existed at the subject property during the pendency of this action:
- a. The building's electrical system has exposed wiring and missing fixtures.
 - b. The building's electrical system is stripped and inoperable.
 - c. The building is missing flooring in sections.
 - d. The building's flooring is warped in sections.
 - e. The building's glazing is broken or missing.
 - f. The building's heating system is stripped and inoperable with missing ductwork and a missing furnace.
 - g. The building's heating system is vandalized.
 - h. The building's joists are cracked.
 - i. The building's masonry has holes and loose or missing brick.
 - j. The building's masonry has washed out mortar joints.
 - k. The building's masonry has step or stress fractures.
 - l. The building's plaster is broken or missing.
 - m. The building's plumbing is stripped and inoperable with missing fixtures.
 - n. The building's roof has a damaged membrane.
 - o. The building's roof is missing shingles.
 - p. The building's roof has water damage.
 - q. The building's sash is broken, missing, or inoperable.
 - r. The building's stairs have damaged decking.
7. Orchard 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. Orchard agrees to correct the Building Code violations listed in paragraph 6 above and any other Building Code violations that may exist or come to exist at the subject property, and to bring the property into compliance with the Municipal Code of Chicago.
9. Orchard agrees that in correcting the violations described in paragraph 6 of this Consent Decree:
 - a. Orchard and all employees, agents and other persons working on Orchard's behalf will 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. Orchard is solely responsible for obtaining the proper permits and for producing proof of the required permits upon the City's request.
 - c. Orchard will ensure that all necessary repair, renovation and construction will be done by licensed contractors.
 - d. Orchard will ensure that all work at the subject property will meet or exceed the requirements of the Municipal Code.
 - e. Orchard will ensure that the Subject property is kept vacant and secure until it is authorized by court order to occupy the building.
10. Orchard 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. Orchard 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.
11. Orchard 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:
 - a. Orchard's architect will complete all necessary architectural drawings and Orchard, either itself or through its agent(s), will submit all necessary permit applications by May 24, 2016.

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- b. Orchard's architect will make any corrections to the architectural plans the City deems necessary, and Orchard, either itself or through its agent(s), will submit all necessary permit application corrections within 28 days of either notice or discovery of the need to correct, whichever occurs first.
- c. Orchard shall obtain all necessary permits by August 24, 2016.
- d. Orchard will begin construction by September 8, 2016.
- e. Orchard will obtain all necessary rough sign-offs by December 26, 2016.
- f. Orchard will contact Inspector ~~Dave Mordan~~ ^{Gil Dominguez 7442} (312-743-~~7443~~) to coordinate an interior and exterior inspection of the property to occur between December 26, 2016, and January 26, 2017, with plans and permits on site.
- g. Orchard will obtain all necessary final sign-offs and have the property in compliance with the Municipal Code by February 24, 2017.
- h. Orchard will contact Inspector ~~Dave Mordan~~ ^{Gil Dominguez 7442} (312-743-~~7443~~) to coordinate an interior and exterior inspection of the property to occur between February 24, 2017, and March 24, 2017, with plans and permits on site.

Other Obligations

12. Orchard 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 \$300,000. Orchard further agrees to furnish to the City a certificate of insurance by March 10, 2016, 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.
13. Orchard 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 by March 10, 2016. Defendant further agrees to comply with all requirements of the

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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.

14. Orchard 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.
15. Should the City determine that a dangerous and/or hazardous condition exists at any point in time at the subject property, Orchard agrees to abate the dangerous and/or hazardous condition within no more than 48 hours of receipt of notice of the existence of the dangerous and/or hazardous condition, and to set an inspection with Inspector ~~Dave Moran~~ ^{Gil Dominguez 7442} (312-743-7443) no more than 24 hours thereafter to ensure that the dangerous and/or hazardous condition is sufficiently abated. City will provide notice of the existence of this condition via email, fax, and phone call to the following person:

Scott Rosenzweig
 Office: (773) 235-0418
 Fax: (773) 305-1611
 Cell: (773) 991-9551
 Email: zweiginc@comcast.net

16. Orchard 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 email and U.S. Mail directed to:

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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

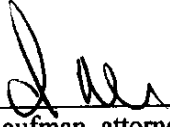
17. Should an unforeseeable act, force or occurrence prevent or delay the completion of any part of the work by the dates scheduled in paragraph 11 of this Consent Decree, Orchard may petition the Court for an extension of time, with notice to the City. The petition for an extension of time must be filed within 10 working days of the act causing the delay. Failure to apply for an extension within the 10 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 20 of this Consent Decree.
18. Should Orchard fail to comply with any provision 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 6 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 6; 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.
19. Any party may record this order with the office of the Recorder of Deeds of Cook County.

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CONSENT DECREE – SIGNATURE PAGE

City of Chicago v. Unknown Heirs and Legatees Charles Seawood
14 M1 402643

FOR DEFENDANT ORCHARD STREET PROPERTY GROUP, LLC:



Ira Kaufman, attorney of record

2/24/15
Date

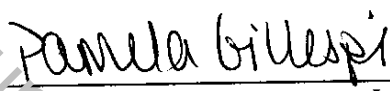
FOR CITY OF CHICAGO:



Jayson A. Serrano, Assistant Corporation Counsel

2/24/16
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

PROPERTY OF COOK COUNTY CLERK'S OFFICE