

UNOFFICIAL COPY



Doc# 1706706206 Fee \$46.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/08/2017 04:33 PM PG: 1 OF 5

Space reserved for the Recorder's Office

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

THE CITY OF CHICAGO, a municipal  
corporation,  
Plaintiff,

v.

BERGMAN AND RAY HOLDINGS, INC.,  
ELM LIMITED, LLC,  
UNKNOWN OWNERS,  
NONRECORD CLAIMANTS,

Defendants.

Case Number: 16-M1-401501

Re: 5114 S. THROOP ST.  
Chicago, IL 60609

Courtroom 1107

**FILED**

FEB 27 2017

**DOROTHY BROWN**  
CLERK OF CIRCUIT COURT

CONSENT DECREE

NOW COMES the Plaintiff, City of Chicago, by and through its corporation counsel, Stephen R. Patton, and County of Cook, Illinois, d/b/a Cook County Land Bank Authority, to seek entry of this Consent Decree, and hereby agreeing and stipulating to the following provisions and/or statements:

*Parties and Jurisdiction*

1. The City filed its Complaint for Equitable and Other Relief against the property at 5114 S. Throop Street, a two story masonry multiple dwelling building on April 11, 2016.

# UNOFFICIAL COPY

2. County of Cook, Illinois, d/b/a Cook County Land Bank Authority ("CCLBA") is receiving a judicial deed ("Deed") from the Court by virtue of forfeiture proceedings pursuant to Count IV of City's Complaint.
3. Upon issuance of the Deed, this Court will have personal jurisdiction over CCLBA as defendant in this action. This Court has *in rem* jurisdiction over the subject property.

## *Property Information*

4. This action involves a property commonly known as 5114 S. Throop Street, Chicago, Illinois ("Property"). The property's legal description is:

PIN: 20-09-305-023-0000

LOT 156 SUBDIVISION OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 38, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

5. Located on the Property is a two story masonry building. The last known use of the building was as a multiple dwelling unit.
6. CCLBA has received notice that the following conditions exist or have existed at the subject property during the pendency of this action (herein "Property Conditions"):
  - a. The building's electrical wiring is exposed and the electrical system is in an unsafe condition.
  - b. The building's electrical fixtures are defective and/or missing.
  - c. The building's exterior windows and doors are not in sound condition or good repair.
  - d. The building's outside stair or steps are not in sound condition or good repair.

## *Construction Terms and Compliance Schedule*

7. CCLBA agrees that while it holds title to the Property it will take all reasonable steps to ensure that all structures on the Property are secured at all times. Further, CCLBA plans to transfer ownership of the Property to an End User who shall correct the Property Conditions and to bring the property into compliance with the Municipal Code of Chicago.

# UNOFFICIAL COPY

8. CCLBA agrees that it shall monitor and enforce the End User's compliance with the terms of this Consent Decree by employing a Deed Restriction incorporated into the transfer of the Property from CCLBA to the End User.
9. CCLBA agrees to take all reasonable steps to ensure that the Property Conditions are corrected and the Property is in substantial compliance with the Municipal Code of Chicago within a reasonable time, as determined by the City of Chicago's Department of Buildings ("Code Compliance Deadline"). To the extent there are life-safety repairs that are more immediate, such repairs and their deadlines shall be listed below:
- 
- 
10. CCLBA agrees to take all reasonable steps to ensure that all structures on the Property are secured at all times until the Property Conditions are corrected.
11. CCLBA 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. CCLBA agrees, and will require the End User to agree, 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.
12. If the Property Conditions are not corrected by the Code Compliance Deadline, the City shall provide CCLBA, the End User, and any lien holders, written notice by mail to put the building in a safe condition or to demolish it. If, 15 days after the written notice, the End User, CCLBA, and any lien holders have failed to put the building in a safe condition or to demolish it, the City shall ask that the Court enter an order pursuant to section 11-31-1(a) of the Municipal Code, 65 ILCS 5/1-1 *et. seq.*, authorizing the City to enter the Property and take all necessary action to address the Property Conditions, up to and including demolition ("Demolition Order").

# UNOFFICIAL COPY

13. If CCLBA has transferred the Property to an End User, the Court and the City shall designate CCLBA, as agent of the City, to take all necessary actions to address the Property Conditions, up to and including demolition.
14. Any action taken by the City of Chicago or CCLBA, when acting as agent of the City and pursuant to the Demolition Order, shall be paid for by CCLBA, and subject to a lien pursuant to section 11-31-1(a) of the Municipal Code, 65 ILCS 5/1-1 *et. seq.*

### *Remedies and Penalties*

15. Should an unforeseeable act, force or occurrence prevent or delay the completion of any part of the work as contemplated in this Consent Decree, CCLBA or the End User may petition the Court for an extension of time, with notice to the City.
16. Should CCLBA fail to comply with any provision of this Consent Decree, the penalty will be:
  - a. Upon petition by the City, a hearing as to why CCLBA should not be held in contempt of court for violation of this Consent Decree; AND/OR
  - b. 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, the costs of which shall be paid by CCLBA.
17. Any party may record this order with the office of the Recorder of Deeds of Cook County. The Court retains jurisdiction over this matter for the purpose of modification, enforcement or termination of this Consent Decree.

END OF TERMS

# UNOFFICIAL COPY

## CONSENT DECREE – SIGNATURE PAGE

*City of Chicago v. Bergman and Ray Holdings, Inc., Elm Limited, LLC, Unknown Owners and Nonrecord Claimants.*

16 M1 401501

FOR COUNTY OF COOK, ILLINOIS, d/b/a COOK COUNTY LAND BANK AUTHORITY:

*[Signature]*, as attorney in fact

2/27/2017  
Date

FOR CITY OF CHICAGO:

*[Signature]*

2-27-17  
Date

*[Signature]*

Assistant Corporation Counsel  
Building and License Enforcement Division  
30 N. LaSalle Street, Suite 700  
Chicago, Illinois 60602  
Phone: (312)744-9555  
ATTY NO. 90909

ENTERED

Judge

*[Signature]*