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Doc# 1717234802 Fee \$48.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/21/2017 09:24 AM PG: 1 OF 6

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

THE CITY OF CHICAGO,	)	
a Municipal Corporation,	)	Case No: 15 MI 403430
	)	
Plaintiff,	)	Address: 201 North Clark
	)	
v.	)	
	)	
GARVEY COURT HOLDINGS, LLC, et al.,	)	Courtroom 1107, Daley Center
	)	
Defendant(s).	)	

AGREED ORDER OF INJUNCTION AND JUDGMENT

THIS CAUSE COMING to be heard on the set call, the Court being fully advised in the premises:

Defendant, North Clark Properties, LLC and the City of Chicago have reached agreement as to the resolution of this case, stipulate to the following facts and agree to entry of the following order(s):

**Stipulations**

1. The premises contains, and at all times relevant to this case contained, the violations of the Chicago Municipal Code set forth in Plaintiff's First Amended Complaint and notice of violations. Defendant has a right to contest these facts, but knowingly and voluntarily stipulates to said facts and waives the right to trial, including the right to a jury trial, if any, as to each, any and all of the stipulated facts.

Further, this Agreed Order is being entered in anticipation that the Defendant or its successors may complete a Planned Development process and demolish or modify the existing structure and build a new structure, or may renovate and operate the existing structure. Due to the complexity of those processes all the parties anticipate that this could take a number of years. The Defendant acknowledges the need for the eventual improvement of the structure from its current condition. Further the Defendant acknowledges that because this building has only one face that is unobstructed (i.e. Clark Street), and one that faces the Chicago Transit Authority loop tracks, that maintaining the property as secure and with working fire safety systems are vital concerns to the City while the property is in its mainly vacant state. The City acknowledges that, with the Defendant's or its successor's good intentions to eventually redevelop, or renovate and operate, the parcel, continued litigation will be unproductive and that Defendant can better use its resources to achieve the ultimate goal of a redeveloped or renovated parcel.

**Orders**

2. Defendant North Clark Properties, LLC is voluntarily implead and waives summons, having already filed an Appearance.
3. Defendant North Clark Properties, LLC must:
  - (A) Not rent, use, lease or occupy the subject premises at 201 North Clark Street until further order of Court and the property is brought into full compliance with the Municipal Code of Chicago. Except that both the current Subway Restaurant that faces North Clark Street and the Gym/Workout facility on the third floor, which is used by 77 West Wacker, are both allowed to remain open. The partial occupancy for the Gym/Workout facility and Subway restaurant shall remain with reduced occupancy allowed by the City. If either of those entities leave, abandoned or

*Bm*

otherwise cease operations in their respective spaces, than the Defendant agrees to keep those areas vacant and secure and to not rent, use or lease those spaces until the property is redeveloped or renovated and City approvals have been obtained.

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- (B) Keep the fire pump, fire alarm and other fire safety systems in sound and safe working and operation condition.
  - (C) Keep the interior food court area (i.e. the large area occupying the first and second floors that has entrances via both Clark and Lake Streets and from the third floor) vacant and secure until further order of Court.
  - (D) Hire security as needed to keep the property vacant and secure. Further, at any time that there could be a reasonable chance of people entering the property, either through negligent or deliberate act of any party, the Defendant shall have security guard(s) on site to guard against persons entering or remaining in the building. Examples of this would be: anticipated crowds and revelry associated with New Year's Eve events and St. Patrick's Day parade; and any expected or anticipated disturbance that could result from protests, marches or riots.
  - (E) Maintain adequate heat inside the property to prevent frozen pipes between September 15<sup>th</sup> to June 1<sup>st</sup> and must maintain working electricity, lights and fire safety systems throughout the year.
  - (F) Conduct annual fire inspections to make sure that the fire safety systems are operable and shall also allow any other fire department inspection(s) as needed or requested to make sure that the fire safety systems are operational.
  - (G) Keep the interior and exterior free of trash, debris, garbage and junk. Rat proof or exterminate as needed or requested by the City. Shall keep the exterior sidewalks free of accumulations of ice and snow and will remove snowfall promptly from the sidewalks so that pedestrians are not hindered.
  - (H) Keep the doors secure so that no entry into the food court can be obtained from the 3<sup>rd</sup> floor or interior pedestrian walkway.
  - (I) Maintain all windows and doors in sound condition and may not place wooden boards on the windows for any length of time longer than needed to repair or protect the property. The Defendant may use temporary wooden boards in the event of any anticipated weather or human event that could cause damage to the glass windows; but shall promptly remove the wooden boards once the event(s) are finished. Further, any security gates shall be on the interior of the building. The Defendant must also maintain the exterior walls in sound condition so that they will not cause any falling debris onto the public way, CTA line, or adjacent properties. The Defendant shall make reasonable efforts to maintain the exterior in a fashion that would not reasonably be viewed as a blight or distress to the surrounding community.
  - (J) If the Defendant sells the property, or enters into any arrangement that would make another party a "owner" (as defined in 13-4-010 of the M.C.C.), the Defendant shall within 30 days of that event notify the Court, and City, by way of motion so that this Order can be modified as needed to substitute the buyer as "owner" (as defined in 13-4-010 of the M.C.C.) for Defendant. It shall be the Defendant's responsibility to make sure that the new party is present in Court and ready to be made party to this case.

**The property will not be fully complied unless Defendant has obtained all necessary permits for work done at the property.**  
This Agreed Order shall be vacated, and Defendant or its successor released from further compliance, upon the redevelopment or the renovation of the building in accordance with permits issued by the City.

4. Upon request from the City, Defendant shall schedule and permit interior inspections of the subject premises to verify compliance with the terms of this Agreed Order. The Defendant shall schedule and complete any annual inspection of the fire safety systems as required by the M.C.C. without notice by the City. The Defendant may contact Fire Inspector Robert Steffens, at 312/744-4724, for any inspection. Any other notices shall be given to the parties' counsel.

The provisions of this agreement shall be binding on the parties, partners and managing partners, successors, heirs and assigns of the Defendant. If Defendant intends to sell or otherwise transfer ownership of the premises before the redevelopment or renovation contemplated by this Agreed Order are completed and approved by the Department of Buildings, Defendant must notify the City and the Court of the change in ownership by way of motion duly filed with the Court with notice given to the City. Upon a transfer of ownership of the subject property, the City of Chicago will agree to release Defendant and its partners, managing partners, successors, heirs and assigns from this Agreed Order and the new owner being substituted for Defendant as a party to this Agreed Order.

### *Penalties*

5. Should Defendant fail to comply with any of the provisions of this Agreed Order, the City will petition the Court to enforce the Agreed Order. Defendant may be subject to any or all of the following penalties for failure to comply. This list is not exclusive, and the Court may order other appropriate action upon petition by the City, including the appointment of a receiver to make repairs and reinstatement of the case.

(a) **Default fines.**

Defendant will comply with the compliance schedule set forth above, and will be subject to fines of \$500 per day for each violation of the Municipal Code that exists after notice from the City, and Defendant's failure to correct such violation within seven (7) days of Defendants receipt of notice from the City. The fines will be calculated after the seven (7) day correction period expires, and will continue to run until Defendant corrects the violations or until

Defendant institutes measures to correct the violations if compliance cannot be immediately accomplished.

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(b) Contempt of Court.

(i) **Civil Contempt.** If upon petition by the City, the Court finds that Defendant has failed to comply with the Agreed Order, Defendant shall be subject to fines and/or incarceration for indirect civil contempt until Defendant purges the contempt by complying with the Agreed Order.

(ii) **Criminal Contempt.** If upon petition by the City for indirect criminal contempt, Defendant is found beyond a reasonable doubt to have willfully refused to comply with the Court's order, Defendant will be subject to a fine and/or incarceration, which fine or period of incarceration will not be affected by Defendant's subsequent compliance with the Agreed Order.

### Proceedings on Request for Relief

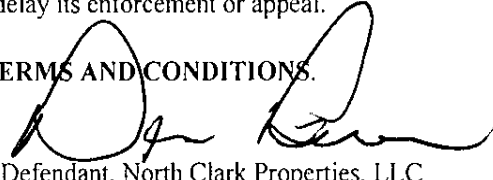
6. If the City files a motion or petition pursuant to paragraph 5, Defendant waives the right to a trial or hearing as to all issues of law and fact, except whether or not Defendant has violated the provisions of this Agreed Order, whether or not said violation(s) constitute civil or criminal contempt, and whether or not the requested relief is appropriate and/or feasible.

7. The court retains jurisdiction to adjudicate any enforcement action initiated pursuant to paragraph 5 of this Agreed Order, and retains jurisdiction of this matter for the purposes of modification, enforcement or termination of the orders stated in paragraphs 3 and 4 of this Agreed Order.

8. This matter is hereby dismissed by agreement of the parties, without prejudice, subject to the agreement detailed above. This order is final, appealable, and enforceable, the court finding no just cause or reason to delay its enforcement or appeal.


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

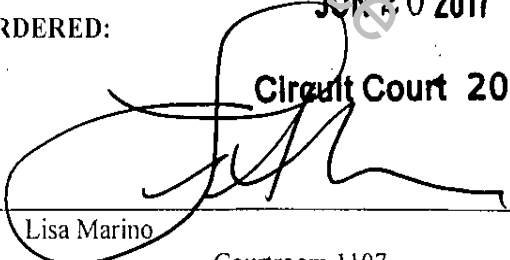
City of Chicago  
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(312) 744-8710  
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Aty No. #90909

  
Defendant, North Clark Properties, LLC  
  
By: Dennis Powers, Esq., Attorney for Defendant  
DLA Piper  
444 West Lake Street, Suite 900  
Chicago, IL 60606-0089  
312/368-7273  
[dennis.powers@dlapiper.com](mailto:dennis.powers@dlapiper.com)  
Aty No: 43534

HEARING DATE: 6-20-17

Judge Lisa A. Marino

  
JOSEPH O. ENRIGHT  
COUNSEL FOR 77 WEST WACKER, LLC

SO ORDERED: JUN 20 2017  
Circuit Court 2083  
  
\_\_\_\_\_  
Judge Lisa Marino  
Courtroom 1107

*Defendant original*

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

THE CITY OF CHICAGO, a municipal corporation,  
Plaintiff,

No: 15 MI 403430

v.

Re: 201 N. Clark

Greene Court Holdings, LLC  
et al.,  
Defendant(s).

Courtroom 1107, Richard J. Daley Center

### Supplemental Agreed ORDER of Injunction & Judgment

This cause coming to be heard on the set call, the Court having jurisdiction over the below-named defendant(s) and the subject matter, being fully advised in the premises, and having heard evidence and testimony:

IT IS HEREBY ORDERED THAT:

DATED  
6-20-17

THE AGREED ORDER OF INJUNCTION & JUDGMENTS  
HEREBY AMENDED, AS FOLLOWS:

- 1.) BY ENTERING INTO THE AGREED ORDER, 77 WEST WACKER DRIVE, LLC DOES NOT WAIVE ITS RIGHT TO DEMAND PERMANENT FULL OCCUPANCY OF THE FITNESS CENTER;
- 2.) THE PARTIAL OCCUPANCY OF THE FITNESS CENTER MAY BE INCREASED BY AGREEMENT OF THE CITY. THE CITY SHALL PROVIDE DOCUMENTATION OF THE PARTIAL OCCUPANCY TO 77 WEST WACKER DRIVE, LLC;
- 3.) NOTHING CONTAINED IN THE AGREED ORDER SHALL MODIFY, AMEND, LIMIT OR RESTRICT THE OWNER'S OBLIGATIONS TO 77 WEST WACKER DRIVE, LLC, ~~AND~~ AS DETAILED IN THE LEASE
- 4.) BY ENTERING INTO THE AGREED ORDER 77 WEST WACKER DRIVE, LLC DOES NOT WAIVE ITS RIGHT TO OBJECT TO ANY MODIFICATION OF THE PLANNED DEVELOPMENT PROPOSED FOR THE PROPERTY.

IT IS FURTHER ORDERED THAT this cause be continued to OFF Call at          a.m./p.m.,

Courtroom-11        , Richard J. Daley Center, 50 W. Washington St., Chicago, without further notice.

HEARING DATE: 6/20/17

Judge Lisa A. Marino

By: [Signature]  
Attorney for Plaintiff  
Corporation Counsel #90909  
30 N. LaSalle, Room 700  
Chicago, IL 60602 (312) 744-8791

[Signature]  
Counsel for 77 Wacker

[Signature]  
Page 4 of 4

Counsel for NORTH CLARK Properties LLC

JUN 20 2017

Circuit Court 2083

Judge [Signature] Courtroom 11 07

Pink Copy for Defendant(s) (photocopy if required)

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White Original for Court Records

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

*a*

THE CITY OF CHICAGO, a municipal corporation,  
Plaintiff,

No: 2015 MI 403430

v.  
Garvey Court Holdings, LLC

Re: 201 N. Clark Street

et al.,  
Defendant(s).

Courtroom 11 107, Richard J. Daley Center

*Amend*  
**ORDER**

This cause coming to be heard on the set call, the Court having jurisdiction over the below-named defendant(s) and the subject matter, being fully advised in the premises, and having heard evidence and testimony:

IT IS HEREBY ORDERED THAT:

- ① The Motion to discharge Receiver is granted, and Jennifer Christatos, receiver for 201 N. Clark St. is discharged as of June 20, 2017, and any insurance or bond entered into by the Receiver is discharged and can be terminate as of June 20, 2017.
- ② The Receiver's 9th Report is approved, and all disbursements are authorized by consent of all parties.
- ③ The Receiver is authorized to file the 9th Receiver's Report, and the 9th Report is approved by consent of all the Parties, and the Receiver is authorized to make disbursements.
- ④ Any Party not present shall have the right to object to the approvals of the Final Receiver reports within the next 14 days, including subway.
- ⑤ Upon payment of final fees and expenses, the Receiver shall tender all remaining funds to Bankruptcy Trustee for Garvey Court Holdings, LLC

IT IS FURTHER ORDERED THAT this cause be continued to off 112 at          a.m. / p.m.,

Courtroom: 11         , Richard J. Daley Center, 50 W. Washington St., Chicago, without further notice.

HEARING DATE: 6/20/17

By: [Signature]  
Attorney for Plaintiff  
Corporation Counsel #90909  
30 N. LaSalle, Room 700  
Chicago, IL 60602 (312) 744-8791

[Signature]  
North Clark  
Properties, LLC  
Page          of         

[Signature]  
Receiver  
[Signature]  
Judge Lisa A. Marino  
JUL 20 2017  
Courtroom 11           
Circuit Court 2083  
C of C Chicago

⑥ Hrg for 6/27/2017 is Stricken.

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15 M1 403430

City v. Garvey Court Holdings, LLC et al.

Commonly known as 201 N. CLARK ST., CHICAGO IL 60601

PINs: 17-09-422-008 through -012

Legal Description:

PARCEL 1: ALL OF SUBLOTS 1 TO 7 AND THE ALLEY IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO; ALSO LOT 6 (EXCEPT THE EAST 20 FEET THEREOF) IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, ALL IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

PARCEL 2: THE EAST 20 FEET OF LOT 6 AND THE WEST  $\frac{1}{2}$  OF LOT 7 (AS SUCH WEST  $\frac{1}{2}$  IS MEASURED ALONG THE SOUTH LINE OF LOT 7) IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.00 FEET CHICAGO CITY DATUM, IN COOK COUNTY ILLINOIS.

Clerk of Cook County Clerk's Office