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Edward M. Moody
Cook County Recorder of Deeds
Date: 06/03/2020 12:49 PM Pg: 1 of 18

Prepared by:

Montana & Welch, LLC
192 North York Road
Elmhurst, Illinois 60126

When Recorded Mail to:

Montana & Welch, LLC
192 North York Road
Elmhurst, Illinois 60126

RECORDING OF A CONSENT DECREE
(Document 4 of 4)

Montana & Welch attaches herein a Consent Decree entered into by and between the VILLAGE OF RIVERDALE, Plaintiff, and NORTH STAR TRUST BANK (AND THEIR SUCCESSOR TRUSTEE) AS TRUSTEE UNDER AGREEMENT DATED MAY 17, 2007 AND KNOWN AS TRUST NO. 07-10792, CJD PROJECTS II, LLC, JIMMY MOOREHEAD, individually and d/b/a EAGLES VIEW APARTMENTS, RD II, LLC, and CULLEN J. DAVIS (collectively "Operating Defendants"), and RIVERDALE PROPERTY GROUP, LLC and WOODLAWN PROPERTIES, LLC, Defendants, et. al.

ADDRESS: 14033-35 South Atlantic Avenue
PIN NUMBERS: 29-04-112-009-0000
29-04-112-010-0000

LEGAL

Lots 22, 23 and the South 1/2 of Lot 24 in Block 1 in Crocker and Harper's Riverdale Addition to Chicago, a Subdivision of the South East 1/4 of the Northwest 1/4 (except railroad) of Section 4, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 14100 South Atlantic Avenue
PIN NUMBERS: 29-04-115-058-0000

LEGAL

All of Lots 1, 2, and 3 and Lot 4 (except the South 3 feet of Said Lot 4) in Block 7 in Crocker and Harper's Riverdale Addition to Chicago, a Subdivision of the Southeast 1/4 of the Northwest 1/4 (except Railroad), in Section 4, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 14113 Stewart Avenue
PIN NUMBERS: 29-04-113-057-0000

LEGAL

Lots 42, 43, and 44 in Block 5 in Crocker and Harper's Riverdale Addition to Chicago, being a Subdivision of part of the Southeast 1/4 of the Northwest 1/4 (except railroad) of Section 4, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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

VILLAGE OF RIVERDALE,)
an Illinois Municipal Corporation,)

Plaintiff,)

vs.)

Case No. 19 M6 1626

NORTH STAR TRUST BANK (AND THEIR)
SUCCESSOR TRUSTEE), AS TRUSTEE)
UNDER AGREEMENT DATED MAY 17,)
2007 AND KNOWN AS TRUST NO. 07-10792,)
CJD PROJECTS II, LLC,)
JIMMY MOOREHEAD, individually)
and d/b/a EAGLES VIEW)
APARTMENTS, RD II, LLC, CULLEN)
J. DAVIS, COMMUNITY INVESTMENT CORP,)
WINTRUST BANK-DELAWARE)
PLACE, ALLEGIANT BANK,)
CITY OF CHICAGO, WOODLAWN)
PROPERTIES, LLC OR ASSIGNEE,)
ALL PERSONS IN POSSESSION OF THE)
LAND, UNKNOWN OWNERS and)
NON-RECORD CLAIMANTS,)

Defendants.)

CONSENT DECREE

This CONSENT DECREE is entered into by and between the VILLAGE OF RIVERDALE, Plaintiff, and NORTH STAR TRUST BANK (AND THEIR SUCCESSOR TRUSTEE) AS TRUSTEE UNDER AGREEMENT DATED MAY 17, 2007 AND KNOWN AS TRUST NO. 07-10792, CJD PROJECTS II, LLC, JIMMY MOOREHEAD, individually and d/b/a EAGLES VIEW APARTMENTS, RD II, LLC, and CULLEN J. DAVIS (collectively "Operating Defendants"), and and RIVERDALE PROPERTY GROUP, LLC ("Purchaser") et. al.

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RECITALS

A. WHEREAS, the Plaintiff has filed a lawsuit against the Defendants in the Circuit Court of Cook County entitled *Village of Riverdale v. North Star Trust Bank (and their Successor Trustee), as Trustee Under Agreement Dated May 17, 2007 and Known as Trust No. 07-10792, et al.*, case no. 2019 M6 1626 (the "Lawsuit"). The lawsuit alleges violations of the Village of Riverdale Municipal Code ("Village Code") with respect to ten (10) properties f described in Exhibit A to this Consent Decree (hereinafter "Properties"). The Village seeks: (i) an injunction, pursuant to Section 11-13-15 of the Illinois Municipal Code, prohibiting Defendants from unlawfully using, occupying, or operating the Properties in violation of Village codes; (ii) declaration that there is a violation of the Village Code, directing the Defendants to cease operating the Properties as multiple dwellings due to a lack of a valid rental license, directing all occupants to vacate the Properties within thirty (30) days, and an award of all court costs and legal fees incurred in connection with the legal proceedings pursuant to Section 15.48.040(D) of the Village Code; and (iii) an appointment of a receiver to receive and use rental fees to remediate the Properties to conform to Village Code and authorize the appointed receiver to recover the costs of remediation by the issuance and sale of notes or receiver's certificates bearing such interest as the court may fix; and

B. WHEREAS, the Operating Defendants have filed an answer to the Village's First Amended Complaint; and

C. WHEREAS, Plaintiff, Purchaser, and the Operating Defendants have reached an agreement in compromise and settlement of these claims, and intend this Consent Decree to constitute a complete and final settlement of the Plaintiff's claims as described herein; and

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D. WHEREAS, the Plaintiff, Purchaser and the Operating Defendants agree that settlement of this case, in accordance with the terms and conditions herein contained, is in their respective interests, including the interest of avoiding uncertainty, cost, and inconvenience of further litigation, and is in the public interest of the residents of the Village of Riverdale and in accordance with Village Code, and further that the entry of this Consent Decree is the most appropriate means of resolving the Plaintiff's claims against Purchaser and the Operating Defendant in this case at this point in time; and

E. WHEREAS, the Court finds that this Consent Decree is reasonable and fair settlement of the Plaintiff's claims against Purchaser and the Operating Defendants, and that this Consent Decree adequately protects the public interest in accordance with Village Code and Section 11-13-15 of the Illinois Municipal Code and all other applicable law.

THEREFORE, before the hearing on the First Amended Complaint, and without trial or adjudication of any issue of fact or law, and upon the consent of all parties hereto by their authorized representatives, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. This Court has jurisdiction over the subject matter and over the parties of this action, including Purchaser. Leave is hereby granted to add Purchaser as a party to this action
2. Venue is proper in the Circuit Court of Cook County, Illinois, Municipal Division.
3. The First Amended Complaint states claims upon which relief can be granted pursuant to the Village Code and the Illinois Municipal Code.
4. The obligations of this Consent Decree shall apply to and be binding upon the Plaintiff, Purchaser, and the Operating Defendants as set forth herein.
5. This Consent Decree constitutes a complete and final settlement of all claims by the Plaintiff against Purchaser and the Operating Defendants as set forth in the First Amended

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Complaint, including claims for injunctive relief, damages, and attorney fees. This Consent Decree, if complied with by Purchaser and the Operating Defendants, will fully and finally resolve all alleged violations of Village Code set forth in the First Amended Complaint at the Properties.

6. Full compliance with this Consent Decree, upon approval and entry of the same by this Court, will fully and finally resolve all violations of the Village Code heretofore at issue in the First Amended Complaint between the Village and the Operating Defendants.

7. This Consent Decree in no way affects or relieves Purchaser and the Operating Defendants from their responsibility to comply with any applicable federal, state, or local law or regulation in the future.

8. Plaintiff reserves any and all legal equitable remedies available to enforce provisions of this Consent Decree and applicable law in the future.

9. The Parties agree and acknowledge that the settlement in this matter is a mutually-beneficial arrangement designed to alleviate the concerns of the respective Parties about the continued operation of multiple dwellings at the Properties as described in the Lawsuit.

10. The Parties agree that compliance with this Consent Decree will allow the continued operation of multiple dwellings at the Properties.

11. Purchaser and the Operating Defendants further understand that this Agreement shall not absolve them of the obligation to comply with all Village requirements defined in the municipal and zoning code(s) pertaining to conduct of regulated multiple dwellings in the Village that are outside the scope of the matters addressed in this Agreement.

12. Purchaser and the Defendants' Obligations shall consist of the following actions and expenditures:

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- a. Within 60 days of Purchaser's closing on the Properties ("closing"), Purchaser shall have applied for and taken all such additional steps as are necessary to receive all required permits and an annual rental license pursuant to Section 15.48.110 of the Code and shall begin repairs to remediate all existing Village Code violations at the Properties except as otherwise provided in subsections (b) through (d). The Village will not require Purchaser to obtain formal certificate of occupancy for apartments which are rented on the date of the closing. However, Purchaser shall contact the Village and allow the Village to inspect any unit prior to renting it out to any new tenant during the pendency of this Consent Decree.
- b. Within 30 days of closing, Purchaser shall ensure that smoke detectors and carbon monoxide detectors are installed and operating in all occupied apartment units pursuant to the requirements of the Village Code.
- c. Within 30 days of closing, Purchaser shall ensure that there is functioning emergency lighting and exit signs in all occupied buildings pursuant to the requirements of the Village Code.
- d. Within 30 days of closing, Purchaser shall ensure that there is a functioning fire alarm system in all occupied buildings pursuant to the requirements of the Village Code. In the event that there is no system that can be readily activated in a property or properties, then Purchaser shall have 60 days from closing to bring the fire alarm systems in those properties into operation.

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- e. Within 365 days of, closing, Purchaser shall remediate all existing Village Code violations at the Properties.
- f. Within 14 days of the complete remediation of all existing Village Code violations, Purchaser shall allow the Village of Riverdale to inspect the Properties to ensure compliance with the Village Code.
- g. Operating Defendants shall pay the Village a lump sum of \$ \$40,000 as follows:
- \$15,000 at the closing; and,
 - \$25,000 within 60 days of the closing.
- h. If Operating Defendants fail to make payment or timely respond to a properly-tendered Notice of Breach, Plaintiff may charge the Operating Defendants a late fee of five (5%), declare a default, seek monetary damages for the failure of payment, and petition the Court to find Operating Defendants in contempt of this Consent Decree.
- i. Purchaser and the Operating Defendants shall dismiss any pending counterclaims against Plaintiff and hereby release any claims arising out of the subject matter of the facts and allegations set forth in the Lawsuit or in any answer thereto.
- j. Purchaser's obligations as set forth in this Consent Decree shall apply only to Properties that Purchaser closes on. If Purchaser closes on any Property at a date later than the other Properties, then Purchaser's obligations for that latter Property shall begin on the date of that latter Property's closing.
13. As consideration for the above, Plaintiff shall:

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- a. After entry of this Consent Decree and prior to any dismissal of the Lawsuit or other Actions (as defined below) by the terms of this agreement, Plaintiff shall request to stay any pending disputes in the Lawsuit or Actions, including, specifically, the Purchaser's response to the First Amended Complaint currently before the Circuit Court of Cook County.
- b. Within fourteen (14) days from the entry of this Consent Decree, Plaintiff shall voluntarily dismiss Operating Defendant Cullen J. Davis from the Lawsuit without prejudice and with leave to reinstate, with each party to bear its own costs and attorneys' fees;
- c. Within ninety (90) days of closing on all Properties if the agreements in the Consent Decree are being complied with by the parties, Plaintiff shall take all necessary steps to withdraw the Lawsuit, dismiss all pending municipal legal actions against Purchaser and the remaining Operating Defendants pertaining or related to the subject-matter of the Lawsuit without prejudice with leave to reinstate, including any and all actions for penalties or fines, with each party to bear its own costs and attorneys' fees. Nothing in this paragraph shall be interpreted to limit Plaintiff's right or power to allege or assess new fines or penalties against any of the Defendants, including Purchaser, for noncompliance with aspects of Village, County or State law. Nothing in this Paragraph shall be interpreted to relieve any party from its obligations under this Consent Decree. Nothing in this Paragraph shall be interpreted to require the dismissal of the Lawsuit prior to Purchaser's closing on all of the Properties.

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14. The Circuit Court of Cook County shall retain jurisdiction to enforce or modify the Consent Decree consistent with applicable law or to resolve all disputes arising hereunder as may be necessary or appropriate for construction or execution of this Consent Decree. During the pendency of this Consent Decree any party may apply to the Court for any relief, including injunctive relief, that is necessary to construe or effectuate the Consent Decree. In the event litigation is necessary to enforce the terms of this Consent Decree against Purchaser or the Operating Defendants, then Plaintiff shall be entitled to recover its attorneys' fees, costs, and legal expenses.

15. This Consent Decree shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflicts of laws provisions. Any and all litigation or court proceedings to enforce the terms of the Consent Decree or in connection with this Consent Decree in any way shall have an exclusive and proper venue in the state/federal courts located in Cook County, Illinois.

16. Each Party acknowledges that they have read this Consent Decree, that they fully understand the meaning of it, that it is written in a manner calculated to be understood, that Plaintiff and Purchaser and Operating Defendants have had the opportunity to confer with their attorneys regarding the terms and meanings of this Consent Decree, that no representation has been made by or on behalf of the other party to this Consent Decree, except as set forth herein, and that they knowingly and voluntarily enter into this Consent Decree and agree to comply with the terms and conditions established herein.

17. Each Party represents and warrants to the other Party that no other person, entity or party has, or has had, any interest, claims, demands, obligations, or causes of action referred to in this Consent Decree, except as otherwise provided herein and that the respective Parties have the

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sole right and exclusive authority to execute this Agreement and that the respective Parties have not sold, assigned, transferred or conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

18. All notices contemplated in this Agreement shall be sent to the following Parties at the following addresses, via email and regular U.S. mail or other common carrier:

To Plaintiff:

Village of Riverdale
c/o Village Clerk
157 W. 144th Street
Riverdale, IL 60827

With a Copy to:

Richard F. Bruen, Jr., Esq.
Montana & Welch, LLC
192 N. York Rd.
Elmhurst, IL 60126

To Defendants:

Operating Defendants
Edward Grossman, Esq.
Grossman and Grossman, Inc.
7422 W. Choctaw Rd.
Palos Heights, IL 60463

Purchaser
Edward C. Abramson, Esq.
Robbins, Salomon & Patt, Ltd.
180 North LaSalle Street, Suite 3300
Chicago, IL 60601

(Signature Pages to Follow)

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ALL PARTIES SIGNING THIS CONSENT DECREE HAVE COMPLETELY READ THE TERMS OF THIS AGREEMENT AND FULLY UNDERSTAND THEM AND VOLUNTARILY ACCEPT THEM FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE, ADJUSTMENT AND SETTLEMENT OF ALL CLAIMS, DISPUTED OR OTHERWISE, ON ACCOUNT OF THE MATTERS AND THINGS ABOVE MENTIONED.

IT IS SO ORDERED:

Dated and entered this 18th day of December, 2019.

CONSENTED, AGREED, & ACCEPTED BY:

ON BEHALF OF PLAINTIFF,

Village of Riverdale,
an Illinois municipal corporation,

By: Lawrence L. Jackson, Mayor
Signature: [Signature]
Date: December 17, 2019

ON BEHALF OF DEFENDANTS,

North Star Trust Bank (and their Successor Trustee) as Trustee Under Agreement Dated May 17, 2007 and Known as Trust No. 07-10792

By: _____
Signature: _____
Date: _____

CJD Properties II, LLC

By: _____
Signature: _____
Date: _____

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Jimmy Moorehead, individually and d/b/a Eagles View Apartments

By: _____

Signature: _____

Date: _____

RD II, LLC

By: _____

Signature: _____

Date: _____

Cullen J. Davis

By: _____

Signature: _____

Date: _____

Riverdale Property Group, LLC

By: _____

Signature: _____

Date: _____

Property of Cook County Clerk's Office

Case No. 1218-19
DEC 16 2019
Clerk Court - 2019

ENTERED: 1218-19
[Handwritten Signature]

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Jimmy Moorehead, individually and d/b/a Eagles View Apartments

By: _____

Signature: _____

Date: _____

RD II, LLC

By: _____

Signature: _____

Date: _____

Cullen J. Davis

By: _____

Signature: _____

Date: _____

Riverdale Property Group, LLC

By: KEVIN NUGENT

Signature: [Signature]

Date: 12/18/09

Property of Cook County Clerk's Office

ENTERED:

UNOFFICIAL COPY

ALL PARTIES SIGNING THIS CONSENT DECREE HAVE COMPLETELY READ THE TERMS OF THIS AGREEMENT AND FULLY UNDERSTAND THEM AND VOLUNTARILY ACCEPT THEM FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE, ADJUSTMENT AND SETTLEMENT OF ALL CLAIMS, DISPUTED OR OTHERWISE, ON ACCOUNT OF THE MATTERS AND THINGS ABOVE MENTIONED.

IT IS SO ORDERED:

Dated and entered this 18th day of December, 2019.

CONSENTED, AGREED, & ACCEPTED BY:

ON BEHALF OF PLAINTIFF,

Village of Riverdale,
an Illinois municipal corporation,

By: _____
Signature: _____
Date: _____

ON BEHALF OF DEFENDANTS,

North Star Trust Bank (and their Successor Trustee) as Trustee Under Agreement Dated May 17, 2007 and Known as Trust No. 07-10792

By: Cullen J. Davis
Signature: _____
Date: 12/18/2019

CJD Properties II, LLC

By: Cullen J. Davis
Signature: _____
Date: 12/18/2019

UNOFFICIAL COPY

Jimmy Moorehead, individually and d/b/a Eagles View Apartments

By: _____

Signature: _____

Date: _____

RD II, LLC

By: Cullen J. Davis

Signature: _____

Date: 12/18/2019

Cullen J. Davis

By: Cullen J. Davis

Signature: _____

Date: 12/18/2019

Riverdale Property Group, LLC

By: _____

Signature: _____

Date: _____

ENTERED:

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

Jimmy Moorehead, individually and d/b/a Eagles View Apartments

By: Jimmy Moorehead

Signature: [Signature]

Date: 12-18-19

RD II, LLC

By: _____

Signature: _____

Date: _____

Cullen J. Davis

By: _____

Signature: _____

Date: _____

Riverdale Property Group, LLC

By: _____

Signature: _____

Date: _____

Property of Cook County Clerk's Office

ENTERED:

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EXHIBIT A

ADDRESS: 14033-35 South Atlantic Avenue

PIN NUMBERS: 29-04-112-009-0000
29-04-112-010-0000

LEGAL

Lots 22, 23 and the South 1/2 of Lot 24 in Block 1 in Crocker and Harper's Riverdale Addition to Chicago, a Subdivision of the South East 1/4 of the Northwest 1/4 (except railroads) of Section 4, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 14100 South Atlantic Avenue

PIN NUMBERS: 29-04-115-058 0000

LEGAL

All of Lots 1, 2, and 3 and Lot 4 (except the South 3 feet of Said Lot 4) in Block 7 in Crocker and Harper's Riverdale Addition to Chicago, a Subdivision of the Southeast 1/4 of the Northwest 1/4 (except Railroad), in Section 4, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 14113 Stewart Avenue

PIN NUMBERS: 29-04-113-057-0000

LEGAL

Lots 42, 43, and 44 in Block 5 in Crocker and Harper's Riverdale Addition to Chicago, being a Subdivision of part of the Southeast 1/4 of the Northwest 1/4 (except railroad) of Section 4, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Order

(Rev. 02/24/05) CCG N002

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Village of Riverdale
v.

No. 19 MC 1626

Northstar Trust Bank, et al

AGREED ORDER

Matter coming on for entry of consent decree and the Court apprized in the premises and Ed Grossman appearing on behalf of defendants, it is hereby ordered that the Consent Decree is entered and Cullen Davis having executed on behalf of Northstar Trust Bank, USA Properties, RD LLC and himself, parties given leave to ~~submit~~ electronically file executed signature pages by Cullen Davis and Jimmy Moorehead and amended Exhibit A today and such filings shall be made part of said consent decree *nunc pro tunc*.

Attorney No.: 59024
Name: Manton Welch
Atty. for: Village
Address: 11950 S. Harlem St 102
City/State/Zip: Palms Heights, IL 60463
Telephone: 708-448-7005

ENTERED: Judge Carlo E. H...
DEC 18 2019
Dated: Carlo E. H...
2144
Judge Judge's No.